

# INDEMNITY FORM



EquityBank (Kenya) Limited  
P.O. Box 75104 - 00200  
Nairobi

I / We \_\_\_\_\_ of mailing address \_\_\_\_\_

ID / Passport No. \_\_\_\_\_ ("hereinafter referred to as "the Client") has requested Equity Bank (Kenya) Limited of P.O. Box 75104-00200 Nairobi as "the Bank") to act on instructions transmitted via:

Telephone \_\_\_\_\_, facsimile \_\_\_\_\_ and e-mail address \_\_\_\_\_

\_\_\_\_\_ for account No. \_\_\_\_\_

The Bank is prepared to act upon the instructions received via the e-mail address, facsimile and telephone stated above subject to the client providing the indemnity in the form herein below stated and on the terms and conditions stated below:

1. The Bank may, but is not obliged, to act on any instruction that claims to come from the Client.
2. I / We shall furnish the bank with an e-mail address and telephone number from which the Bank can accept instructions and call back to confirm the instructions. I shall be entitled to amend the aforementioned e-mail by written instructions duly executed per the authorised mandate vide the existing email in the bank's records.
3. I / We irrevocably authorise the Bank to make any payments and comply with all instructions contained in such email, facsimile and telephone conversation without any reference to or further authority from me / us and without enquiry into the justification therefore or validity thereof and agree that the Bank may assume the authenticity thereof and that any payment which the Bank shall make or instructions which the Bank may comply in accordance or purporting to be in accordance with such email, facsimile and or telephone instructions shall be binding upon me / us and shall be accepted by me / us as conclusive evidence that the Bank was liable to make such payment or comply with such demand.
4. It is not possible for the Bank to check the authenticity of all emails, facsimile transmissions or telephone conversations and instructions that claim to come from the Client.
5. All facsimile transmissions, scans, mandates, consents, commitments, emails, telephone conversations, and any other documents, which claim to come from me / us (Claimed Instructions) will be treated as having been given by me/us in the form actually received by the Bank. The Claimed Instructions may, as a result of the malfunction of equipment, the distortion of communication links and the like, be different to that intended or sent, and I / We shall be bound by it.
6. I / We confirm that the Bank will not be liable for any loss (consequential or otherwise) incurred by me / us as a result of the Bank acting or declining to act (wholly or in part) on instructions which the Bank believes to have been given in conformity with the above, whether or not such instructions have been so given. The fact that any instruction may later be shown to be in any way false, incomplete, inaccurate, delayed, erroneous, unauthorised or otherwise not authentic, should not be an impediment to the rights of the Bank hereunder. This does not include losses arising from the proven unlawful or fraudulent acts of the Bank's employees.
7. I / We agree to indemnify you and keep you indemnified against all actions, proceedings, claims, demands, liabilities, losses, costs, charges, damages and expenses in relation to and arising out of any of your acts or to act in accordance with such email, facsimile or telephone instructions and to pay or reimburse the Bank, on demand and in the currency in which the same shall have been made, suffered or incurred; all payment, losses, costs and expenses made, suffered or incurred by the Bank thereunder or in consequence thereof or arising thereout and I / We irrevocably authorize the Bank (without prejudice to any other rights that the Bank may have) to debit to my / our account or any of my/our accounts with you all such payments, losses, costs and expenses whether such account or accounts is or are overdrawn by reason of any such debit.
8. I / We agree that the Bank will, notwithstanding this Indemnity, require that any instruction given by me / us be given in accordance with the signing arrangements of the account(s), and the Bank may at its discretion request written or any other form of confirmation of any instruction.

9. I / We hereby agree that where the Bank receives an e-mail or telephone call from an e-mail address or telephone number that is different from the email address and telephone number existing in the Bank's records it shall not honor the instructions. If the Bank suspects an e-mail or phone call to have been tampered with or from a fraudulent source, the Bank shall not honor the instructions.
10. I / We hereby agree that all e-mail and telephone instructions shall be deemed to be given by the Client in the form received by the Bank irrespective of any distortions occurring during transmission of the message.
11. Without prejudice to the foregoing, I / We shall indemnify and keep the Bank indemnified from, defend the Bank against, and pay any final judgment awarded against the Bank, resulting from third party claims arising from the use of the Services leading to loss or damage (including consequential loss or damage) where the proximate cause of such loss or damage is attributable to my / our negligence, recklessness, indifference, unreasonable delay or any other cause howsoever arising.
12. I / We hereby confirm that the Bank shall not be liable to me / us or any other person where:
  - a) I / We have entered incorrect details and the payment is made to the wrong recipient;
  - b) I / We have exceeded transaction / daily or monthly or annual limits for transactions or I / we acting outside of the authorised mandate;
  - c) My / Our emails and or telephone calls are not received by the Bank or recipient of mails and or calls from my address and or telephone number is temporarily or permanently barred;
  - d) My / Our hardware, software or internet provider's service is not functioning properly;
  - e) The transaction is suspicious or fraudulent resulting in losses to the third party;
  - f) The transaction details received do not contain the correct information;
  - g) My / Our receipt of funds is intercepted by legal process or other encumbrance restricting the transfer; or
  - h) Unforeseen circumstances prevent the execution of a request by the Bank despite any reasonable precautions taken by the Bank. Such circumstances may include, but are not limited to acts of God, power outages, fire, flood, theft, equipment breakdowns, internal mechanical malfunction, or the Banks System delays or failures.
13. I / We hereby agrees to adhere to procedures and/or restrictions imposed by the Bank with regard to issuance of e-mail, facsimile and telephone instructions to the Bank.
14. I / We may by written instructions duly executed by the authorised mandate withdraw from the arrangements envisaged in this document.
15. The indemnity and all future transactions shall be governed by the Laws of Kenya and I / We submit to the jurisdiction of the Kenyan Courts and the Bank's policies and procedures.

*I / We the undersigned confirm I / We have read and understood the terms of the Privacy Policy and hereby give express, unequivocal, free, specific and informed authority to Equity Bank (Kenya) Limited and its affiliates to collect, use and process my data as per the policy provided at <https://equitygroupholdings.com/privacy-policy/>*

#### **Authorised Signatories**

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_