

INDEMNITY LETTER ON FACSIMILE, TELEPHONE AND EMAIL INSTRUCTION(S)

I/We refer to my/our account(s) (the "Account(s)") maintained with you and the account opening agreement (the "Account(s) Documentation") between us governing the operation of the Account(s) and the "Money Transfer/Draft Issuance Application" (Fund Transfer Form) and I/we hereby instruct you as follows:

- The Bank is hereby instructed and authorized by me/us to rely on, and act in accordance with, any instruction(s), authorization(s) and/or communication(s) whatsoever which may be given, or purported to be given, to the Bank through (i) telephone, or (ii) facsimile transmission or (iii) email (the "Electronic Communications") (provided that in case of email, a scanned copy of any original signed instructions, authorization or other communication are attached to the email) hereinafter together referred to as "Electronic Instructions" bearing or purporting to bear the signature(s) of the authorized signatories as identified in the Account Documentation (the "Authorized Signatories") without enquiry by you as to the authenticity or the genuineness of the signature(s) of the Authorized Signatories appearing on the Electronic Instructions and regardless of the circumstances prevailing at the time thereof.
- I/we acknowledge that the Bank cannot detect from the inspection of the Electronic Instructions whether:
 - the original document from which a fax was created or the text or any other content of any email (including or any document or file attached to an email) forming part of the Electronic Instructions was forged, fabricated, unauthorized, wrongfully altered, and/or otherwise misused; or
 - any of the transmission details imprinted automatically on a fax, such as the name of sender, sender's fax number or the date or time of transmission, are false or fictitious; or
 - any of the transmission details included in a received email, such as the sender's name, the sender's email address, the date or time of sending, server details or the route through which the email travelled are false or fictitious;
 - the confirmation of voice instructions, and the instructions itself, received over telephone was forged, fabricated, unauthorized or compromised in any manner or the origin of the transmission through which the voice instructions travelled are false or fictitious
- I/we understand, acknowledge and confirm my/our awareness of the numerous risks inherent and associated in conveying my/our instructions to you via Electronic Instructions (including but not limited to damages incurred as a result of interception of such electronic communications within the channels used by me/us and any risks associated with the Bank processing a forged/tampered/compromised/intercepted instruction in good faith) and hereby confirm my/our acceptance of all risks and unconditionally agree that all risks shall be fully borne by me/us and the Bank will not be liable for any losses or damages arising as a consequence of you acting (without being obliged to) on any instructions by me/us or purporting to be from me/us received by you via Electronic Instructions.
- I/we hereby understand and acknowledge that the Bank is not obliged to act based on the Electronic Instructions and hereby indemnify the Bank and agree to keep the Bank, its Directors, Officers and Employees indemnified against all losses, claims, actions, proceedings, damages, costs and expenses whatsoever and howsoever incurred or sustained by the Bank as a result of the Bank's refusal to act based on the Electronic Instructions, without any notice to me/us. I/We fully, irrevocably and forever waive, release and discharge and relieve the Bank from any and all claims, obligations and rights whatsoever and howsoever arising, that I/ we may have against the Bank (if any) which arises or may arise a result of Bank's refusal to act based on the Electronic Instructions, without any notice to me/us.
- I/we hereby undertake to deliver, within fifteen days, to the Bank the original documents of the copies which have been submitted through the Electronic Communications to the Bank, and I/we remain liable to the Bank whether or not I/We delivered such original documents.
- I/we have read and understood the conditions governing the Fund Transfer Form and the Account Documentation and I/we undertake and agree to indemnify the Bank against all claims, losses, damages which may be incurred by the Bank in consequence of the Bank having agreed to transfer the funds based on the Electronic Instructions using non-bank format stationery. (e.g. personal or official letter head or any other written instruction instead of the Money Transfer/Draft Issuance Application).
- I/we acknowledge that the provisions of this indemnity letter apply even if any Electronic Instructions were produced by, or contain, or have attached any forgery, lack of authority, wrongful alteration or other misuse of a document, text or file, or if any transmission details or information appearing on it are not genuine. This indemnity letter applies even if any Electronic Instructions were not in fact issued by me/us or with my/our authority.
- I/we hereby indemnify the Bank and agree to keep the Bank, its Directors, Officers and Employees indemnified against all losses, claims, actions, proceedings, damages, costs and expenses whatsoever and howsoever incurred or sustained by the Bank as a result of the Bank's reliance on, and/or acting in accordance with, the Electronic Instructions. I/We fully, irrevocably and forever waive, release and discharge and relieve the Bank from any and all claims, obligations and rights whatsoever and howsoever arising, that I/ we may have against the Bank (if any) which arises or may arise a result of Bank's reliance on, and/or acting in accordance with, the Electronic Instructions.
- The terms of this indemnity letter shall remain in full force and effect unless and until you receive, and have had a reasonable time to act upon receiving, a notice of termination signed by me/us and I/We hereby confirm that any such termination will not release me/us from any liability hereunder in respect of any act performed by the Bank in accordance with and in reliance on the provisions of this indemnity letter prior to the expiry of such notice of termination or amendment.
- The Terms and Conditions are made in bilingual Arabic and English texts however, if there is any contradiction between the Arabic and English text, the Arabic text shall prevail.
- These terms shall be governed by and be subject to the laws of the United Arab Emirates.

Customer Name:

Base#:

Customer Signature:

Date:

(Day) / (Month) / (Year)