## FBC BANK LIMITED - TREASURY OPERATIONS CUSTOMER INDEMNITY

FBC BANK LIMITED has made certain concessions due to the requirements of its customers, the details of which appear here below.

AND WHEREAS .................................(hereinafter called the Customer) has requested FBC to effect payments and statements from his account via EMAIL /FAX /TELEPHONE INSTRUCTIONS.

WHEREAS FBC is prepared to grant the dispensation subject to the customer giving it its following indemnity and waiver:-

## NOW THEREFORE IT IS AGREED

1. FBC agrees to the customer's request for the dispensation. In consideration for FBC so agreeing the customer hereby agrees to waive and indemnify and hold FBC Bank harmless against any claim or liability for a claim arising from FBC Bank's encashment of any instructions cashed or funds transfer via EMAIL/FAX/ TELEPHONE instructions paid by FBC Bank, otherwise that under the terms of the notice, as a result of the dispensation, in particular without limitation of any claim that the payment was made without proper mandate by the customer or under unauthorized or forged message.
2. The customer acknowledges and agrees that it shall have no claim against FBC for the reversal of any debit to its account that may have been made by FBC, for which it holds a waiver and/or indemnity in terms of this agreement.
3. This agreement may only be varied by written and signed on behalf of FBC Bank and the customer.
4. This agreement sets out the whole agreement between the parties concerning the subject matter thereof, the customer acknowledge that no statements or representations have been made on behalf of FBC Bank including it to enter into this agreement, which are not set out in express terms in this agreement.

Dated at $\qquad$ This $\qquad$ Day of $\qquad$ 201.....

Signature (1): $\qquad$
E-mail Address: $\qquad$
As witnesses:-

1. $\qquad$ .Signed $\qquad$
2. $\qquad$ Signed
