## **SMS & E-MAIL INDEMNITY**

## **INDEMNITY IN RESPECT OF ORDERS GIVEN BY E-MAIL/ TELEFAX**

Account Name.....

Account No.....

For reasons of speed and convenience in the operations of my/ our account with Molten Trust Limited, I/ we hereby give you our firm instructions to honour my/our e-mail/ telefax concerning transactions on my/ our with you from time to time. It may not always be possible for me/ us to confirm my/ our instructions in writing but I/ we will use my/ our best endeavor to do. I/ we hereby authorize you to accept and execute immediately all requests and instructions that you receive from/ us by e-mail/telefax which bear my/ our signature but being aware of the risk that arise from your acting, I/ we confirm as follows.

(a) I/We hereby undertake not hold you liable and shall indemnify Molten Trust Limited against all loss, costs, damages and expense, which Molten Trust Limited may incur or sustain in consequence of acting as herein request. Molten Trust Limited is hereby absolve of any/ all liabilities for any mistake arising from misunderstanding or misinterpretation thereof, errors in transmission or regarding the authorized signatory (ies) or abuse unauthorized parties.

(b) Where e-mail/ telefax instructions are subsequently confirmed in writing and in the event that. There is conflict between Molten Trust Limited interpretation of the e-mail/ telefax instructions and the written instruction later received, Molten Trust Limited shall be entitled to rely on the e-mail/ telefax instructions first received without any liability for any mistake or error.

(c) That I/ we hereby undertake to indemnify Molten Trust Limited from all action, proceedings, demands, losses, costs, damages and expenses which it may incur as result of accepting an e-mail/ telefax instruction which bears a signature of reasonable likeness to my/ our own event if it subsequently proved to be forged and/ or otherwise Irregular.

(d) I/ we agree to perform and ratify any contract entered into by Molten Trust Limited on our behalf and/ or any action taken by it as result of any such communications made or purporting to be made by my/ our authorized representatives and believed by Molten Trust Limited to have so been made. This assumption of risk by Molten Trust Limited shall extend to

Communications made or purported to made by any attorneys now or hereafter appointed

From time to time by me/ us and honestly believed by Molten Trust Limited to have been so made on my/ our behalf. We hereby undertake to indemnify Molten Trust Limited from all losses emanating there from.

(e) I/ we acknowledge that notwithstanding the forgoing, Molten Trust Limited may at any time at its absolute discretion decline to execute any instruction or request given by me/ us via e-mail/ telefax notwithstanding that at the time of such

Instruction or request, Molten employee receiving such instruction or request may have formerly accepted to act on such instructions or request.

(f) I/ we confirm that I/ we have referred this document to my/ our solicitor who has satisfactorily

Explained the effects of the terms herein and I/ we agree to abide by the terms.

(g) This indemnity shall remain effective until duly cancelled by me/ us by a notice in writing and Delivered to Molten Trust Limited at its registered address during office hours.

(h) This indemnity shall cover all accounts now and in the future opened in my/ our name.

## This indemnity shall be governed by the laws of the Federal Republic of Nigeria

Dated thisday	/ of	2021
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..... Signature Signature account (s)