

# CUSTODIAL SERVICES ACCOUNT OPENING FORM

CLIE	NT CHECK LIST
Indivi	idual/Proprietorship/Partnership
	Copy of identity card or passport of each individual / partner
	Copy of business name registration certificate
	Recent coloured passport size photos of each signatory / partner
	Copy of PIN
	Copy of utility bill
Com	bany
	Certified copy of Memorandum & Articles of Association
	Copy of certificate of incorporation
	Copies of identity cards or passports of directors / signatories
	Recent coloured passport size photograph of each signatory
	Copy of company PIN
	Copy of utility bill
Trust	/Club/Association/NGO
	Copy of by-laws / trust deed / constitution
	Copy of certificate of registration
	Copies of identity cards or passports of signatories
	Recent coloured passport size photos of signatories
	List of members of managing committee
	Tax exemption certificate if available
	Copy of PIN

I/We request Prime Bank Limited, Custodial Services Department to open a custodial account for securities

CATEGORY OF ACCOUNT  Individual Sole Proprietorship Partnership Limited Company Trust Club Association NGO Other	ACCOUNT CONTROL Client Controlled A/C	Nominee A/C	
	Individual Sole Pro		Trust Club
ACCOUNT DETAILS (please complete in Capital/Block letters)	ACCOUNT DETAILS (please comp	lete in Capital/Block letters)	

Account Name i	ii iuii						
Nature of Busine	ess / Profession			Postal Address		Postal Code	
Town		Telephone No.(Office)			(Res):		
Mobile No.			E-mail:				
Prime Bank A/C No.			Branch		Date of Birth/ Incorporation(DI	D/MM/YY)	
I.D/Passport/Certificate of Incorporation No.					Date of Issue		

**SIGNATORY DETAILS** (please complete in Capital/Block letters)

Account Name i	n full										
Occupation:		Physical Address:		Postal Code				Code		Town	
Telephone No.(0	Office)	(Res): Mobile No.									
E-mail			Date of Birth (DD/MM/YY)			Nationality					
Prime Bank A/C No.			Branch			Date of Birt	th(DD/MM/	YY)			
I.D/Passport No.			Date of Issue			KRA PIN					



## **SIGNATORY DETAILS** (please complete in Capital/Block letters)

Account Name in full												
Occupation:		Physical Address:	Postal		Postal Code				Town			
Telephone No.(0	Office)			(Res):			Mobile No.					
E-mail			Date of Birth (DD/MM/YY)			Nationality						
Prime Bank A/C No.			Branch			Date of Birt	h(DD/MM/	YY)				
I.D/Passport No.			Date of Issue			KRA PIN						

## SIGNATORY DETAILS (please complete in Capital/Block letters)

Account Name i	n full												
Occupation:		Physical Address:		Postal Code								Town	
Telephone No.(	ephone No.(Office) (Res): Mobile No.												
E-mail			Date of Birth (DD/MM/YY)			Nationality							
Prime Bank A/C No.			Branch			Date of Birt	:h(DD/MM/	YY)					
I.D/Passport No.			Date of Issue			KRA PIN							

## **SIGNATORY DETAILS** (please complete in Capital/Block letters)

Account Name	n full									
Occupation:		Physical Address:		Postal (	Code			Town		
Telephone No.(	Office)			(Res):			Mobile	No.		
E-mail			Date of Birth (DD/MM/YY)			Nationality				
Prime Bank A/C No.			Branch			Date of Birt	:h(DD/MM)	/YY)		
I.D/Passport No.			Date of Issue			KRA PIN				

## **SIGNATORY DETAILS** (please complete in Capital/Block letters)

Account Name i	in full								
Occupation:		Physical Address:		Postal (	Code			Town	
Telephone No.(	Office)			(Res):			Mobile	No.	
E-mail			Date of Birth (DD/MM/YY)			Nationality			
Prime Bank A/C No.			Branch			Date of Birt	:h(DD/MM)	/YY)	
I.D/Passport No.			Date of Issue			KRA PIN			

## **SIGNATORY DETAILS** (please complete in Capital/Block letters)

Account Name i	in full								
Occupation:		Physical Address:		Postal (	Code			Town	
Telephone No.(0	Office)			(Res):			Mobile No.		
E-mail			Date of Birth (DD/MM/YY)			Nationality			
Prime Bank A/C No.			Branch			Date of Birt	th(DD/MM)	(YY)	
I.D/Passport No.			Date of Issue			KRA PIN			



## **SIGNATORY DETAILS** (please complete in Capital/Block letters)

Account Name i	n full									
Occupation:		Physical Address:		Postal (	Code			Town		
Telephone No.(0	Office)			(Res):			Mobile	No.		
E-mail			Date of Birth (DD/MM/YY)			Nationality				
Prime Bank A/C No.			Branch			Date of Birt	th(DD/MM/	YY)		
I.D/Passport No.			Date of Issue			KRA PIN				

## **SIGNATORY DETAILS** (please complete in Capital/Block letters)

Account Name i	in full									
Occupation:		Physical Address:		Postal Code				Town		
Telephone No.(0	Office)			(Res):			Mobile	No.		
E-mail			Date of Birth (DD/MM/YY)			Nationality				
Prime Bank A/C No.			Branch			Date of Birt	:h(DD/MM/	YY)		
I.D/Passport No.			Date of Issue			KRA PIN				

## MODE OF OPERATION

Solely	Either or survivor	Any One	Any two Jointly	All Jointly	
Other:					

## **DETAILS OF SIGNATORIES**

Name: \_\_\_\_

(Please sign only within the boundary of	this box)
--	-----------

(Please sign only within the boundary of this box)

Attach coloured passport size photograph here



Attach coloured passport size photograph here



Name: \_\_\_\_



(Please sign only within the boundary of this box)

Attach coloured passport size photograph here



Name: \_\_\_\_

(Please sign only within the boundary of this box)

Attach coloured passport size photograph here



Name: \_

(Please sign only within the boundary of this box)

Attach coloured passport size photograph here



(Please sign only within the boundary of this box)

Attach coloured passport size photograph here



Name: \_\_\_\_

(Please sign only within the boundary of this box)

Attach coloured passport size photograph here



Name: \_

(Please sign only within the boundary of this box)

Attach coloured passport size photograph here



Name: \_\_\_\_



(Please sign only within the boundary of this box)

Attach coloured passport size photograph here



Name: \_

(Please sign only within the boundary of this box)

Attach coloured passport size photograph here



Name: \_\_\_\_

(Please sign only within the boundary of this box)

Attach coloured passport size photograph here



Name:

(Please sign only within the boundary of this box)

Attach coloured passport size photograph here



Name: \_

(Please sign only within the boundary of this box)

Attach coloured passport size photograph here



Name: \_\_\_\_

(Please sign only within the boundary of this box)

Attach coloured passport size photograph here



Name: \_\_\_\_\_



(Please sign only within the boundary of this box)

Attach coloured passport size photograph here



(Please sign only within the boundary of this box)

Attach coloured passport size photograph here



Name: \_

### **SIGNING MANDATE**

Name: \_

(e.g. Solely/Either or survivor/Any One/ Any two Jointly/All Jointly/etc)

### **DECLARATION:**

I/We hereby confirm that:

- 1. I/We have read the General Terms and Conditions of the Custodian applicable to maintaining Custodial Accounts and I/We agree to abide by them.
- 2. The moneys or funds used for the investment in securities are not arising out of the proceeds of any money laundering or other illicit activities.
- 3. The information given above is true to the best of my/our knowledge.

	Client/Director/Signatory	ID/Passport	Signature
1.			
2.			
3.			
4.			

SEAL (If Company)

Date: \_\_\_\_

## FOR CUSTODIAN USE ONLY

Custody Account Name		Client Code	CDSC A/C No		CBK CDS No
Account opened in the system by:		Authorized by:			
Name:	Signature	Name:		Signature	
Designation:	Date	Designation:		Date	
CUSTODY CHECK LIST Client check list documents obtained					

Reason for exemption (if any): \_\_\_\_

CUSTODIAN **STAMP** 

Date: \_\_\_



### ANNEXURE A:

#### JOINT CUSTODIAL ACCOUNT

We the undersigned have submitted a form for opening a joint custodial account to Prime Bank Limited (hereinafter referred to as the "Bank"). Until any of us shall give in writing to the contrary, we authorize the Bank to honour our instructions related to our investments made through the custodian, signed by:

(mode of operation) of us.

	Name	Signature
1.		
2.		
3.		
4.		
	Place	Date

#### ANNEXURE B:

## SOLE PROPRIETORSHIP CUSTODIAL ACCOUNT

I have submitted a form for opening a custodial account titled \_\_\_\_\_\_\_\_\_\_to Prime Bank Limited (hereinafter referred to as the "Bank"). I hereby declare that I am the Sole Proprietor of the firm.

The firm holds Trade Licence No. \_\_\_\_\_\_ Dated \_\_\_\_\_\_ issued at \_\_\_\_\_\_

and	BNR Certificate No Dated	issued at
	Name of Proprietor	Signature
1.		
2.		
	Place	Date

#### **ANNEXURE C:**

## PARTNERSHIP CUSTODIAL ACCOUNT

We the undersigned, being partners in the firm of Messrs. \_\_\_\_\_\_ have submitted a form for opening a

partnership custodial account in the name of the firm to Prime Bank Limited (hereinafter referred to as the "Bank").

We authorize the Bank to honour our instructions related to our investments made through the custodian, signed on behalf of the bank

by _	(mode of operation) of us.			
	Name	Personal Signature		Signature as Partner
1.				
2.				
3.				
4.				
	Place		Date	

## ANNEXURE D:

## RESOLUTION OF LIMITED COMPANY

We certify that the following resolution was passed at a duly convened meeting of the Board of Directors of Messr.

\_\_\_\_\_ Limited held on \_\_\_\_\_ day of \_\_\_\_ 20 \_\_\_\_ and is in accordance with the Memorandum and Articles of Association of the Company.

	Directors present:
Mr.	



- 1. RESOLVED that a Custodial account be opened with Prime Bank Limited (hereinafter referred to as the "Bank").
- 2. THAT the Bank be and is hereby empowered to honour instructions related to our investments made

3. THAT the Bank be furnished with an updated copy of the company's Memorandum and Articles of Association and Certificate of Incorporation.

THAT the Bank be furnished with a list of recent directors and shareholders of the company duly certified by the company secretary.
 THAT the foregoing resolution be communicated to the Bank and shall constitute the Company's Mandate to the Bank which will remain

in force until revoked by notice in writing to the Bank signed by a duly authorized by a board resolution.

6. THAT the Company undertakes to inform the Bank in writing of any change in the Directors, Company Secretary.

	Chairman/Director	Director/Secretary	
1.			
	Place	Date	

## ANNEXURE E:

## RESOLUTION OF TRUST/CLUB/SOCIETY/ASSOCIATION/NGO

Certified Copy of Resolution passed at the meeting of the Trustees/Office bearers of \_\_\_\_

held on \_\_\_\_\_\_, which has been duly entered in the Minutes Book, signed by the Chairman of the meeting and in accordance with the Trust Deed / Bye-laws.

Trustees/Office bearers present:

	Directors present:
Mr.	
Mr.	
Mr.	
Mr.	

1. RESOLVED that a Custodial account in the name of \_\_\_\_\_\_ be opened with Prime Bank Limited (hereinafter referred to as the "Bank").

	hustees Office bearers.		
	Name	Designation	
1.			
2.			
3.			
4.			
5.			

And to act the instruction given by the persons so authorized with regard to account whether in credit or overdrawn.

3. THAT the Trust/Club/Society/Association/NGO undertakes to inform the bank in writing of any change in the Trustees/Office bearers and that the Bank be authorized to act on such information.

	Chairman	Secretary
1.		
	Place	Date



# **GENERAL TERMS AND CONDITIONS**

These Terms and Conditions govern the opening, closing and general dealing with accounts opened with Prime Bank Limited Custodial Services and constitute the agreement between the Bank and the customer:

- 1. Definitions In these Terms and Conditions the following expressions shall unless the context otherwise requires have the following meanings:
  - 1.1 "Custodial Account" means any bank account, or CDS account opened with or through the Bank pursuant to an application made by the Customer to open such an account or howsoever opened, to facilitate investment transactions as the Bank may be instructed from time to time by the Customer;
  - 1.2 "The Bank" refers to Prime Bank Limited, its successors and assignees (whether immediate or derivative) and any of its branches;
  - 1.3 "Business Day" means a day (other than Sunday or gazetted public holiday in Kenya) on which banking institutions, Central Depository and Settlement Corporation, and the Nairobi Stock Exchange are generally open for the conduct of their normal respective business in Kenya;
  - 1.4 "Customer" means a person (whether a natural person, body corporate or incorporate, firm, corporation, club, partnership, proprietorship, association, state, administrative and governmental body whether being a separate legal entity or not, trust or joint venture) who has opened a Custodial Account with the Bank and includes the Customer's authorized signatories and agents;
  - 1.5 "CDSC" refers to Central Depository and Settlement Corporation Limited;
  - 1.6 "CDS" refers to the Central Depository System;
  - 1.7 "CDS Account" means an account established by the CDSC for the recording of securities in respect of dealings in such securities by the person in whose name the account has been established;
  - 1.8 "Odd Lot" means a lot comprising less than 100 shares or multiples of 100, e.g. in a lot of 9,520 shares 20 will be considered odd;
  - 1.9 "Order" means written instructions by a client by the Customer made through the Bank to sell or purchase a specified security and detailing the quantity, price or price limits and duration or validity of instructions and such additional information as may be required by the Bank to effect the same.
  - 1.10 "Securities" means:
    - a. debentures or bonds issued or proposed to be issued by a government;
    - b. debentures, shares, bonds, commercial paper or notes issued or proposed to be issued by a body corporate;
    - c. any right, warrant, options or futures in respect of any debenture, shares, bonds, notes or in respect of commodities;
    - d. any unit, interest or share offered under a collective investment scheme;
    - e. shares in publicly quoted or traded company; or
    - e. any instrument commonly known as securities but does not include
      - (i) bills of exchange;
      - (ii) promissory notes; or
      - (iii) certificates of deposits issued by a bank or financial institution licensed under the Banking Act.
  - 1.11 "Settlement" refers to the fulfillment of the obligation arising from a transaction including payment to the seller and transfer of title to the buyer.
- 2. Agreement It is hereby agreed and declared as follows:
  - 2.1 By completing and signing the Bank's prescribed Custodial Account opening form with the Bank the Customer shall be deemed to have accepted to be bound by these Terms and Conditions in addition to other terms and conditions which govern the opening, closing and general operation of specific Accounts.
  - 2.2 The customer agrees to abide by the Rules and Regulations of the Nairobi Stock Exchange, and the Central Depository and Settlement Corporation, which are available in Custody Department and on the website of NSE (www.nse.co.ke) and CDSC (www.cdsckenya.com).

## 3. Customer's Instructions

3.1 The Customer hereby agrees to maintain a bank account with the Bank through which all payment for orders will be paid into or out of (as the case may be) and refunds arising from unexecuted Orders will be credited to.

- 3.2 The Customer's instructions shall be duly signed in accordance with the Custodial Account operating mandate and specimen signatures provided. All orders to buy shares shall be accompanied by a cheque drawn on the bank account for the amount sufficient to fund the purchase costs related thereto inclusive of the brokerage and regulatory levies.
- 3.3 The Customer hereby undertakes to route all orders through the Bank and authorizes the Bank to reject any transaction that may be executed by the broker, for which instructions have not been lodged with the Bank.
- 3.4 The Customer hereby undertakes to instruct the Bank to commit the Bank only for purchase Orders that have been funded by the customer in advance.
- 4. Authority to debit Account The Bank is hereby authorized by the Customer to process debit and credit vouchers to pay market levies, to make any necessary trade adjustments including refunds for expired purchase orders, or debit/credit vouchers to make any necessary adjustments in the event of change in price as may be separately instructed by the Customer.



- 5. Authorised Signatories The Customer shall at the time of opening a Custodial Account furnish the Bank with the full names, address and specimen signature of every person authorized by the Customer to operate the Custodial Account.
- 5. Statement of Account Statements of CDS Account will be sent directly to the Customer at the e-mail address on record. The Bank will forward a statement of holding and valuation report to the client by e-mail monthly for active accounts and quarterly for all accounts.

## 7. Order Expiry

9.

- 7.1 The Customer shall indicate expiry date for every Order, which should be executed within the maximum validity period of four days, after which the Order will automatically expire and refunds made to the Customer's account for the expired Purchase Orders.
- 7.2 In the event that the Customer wishes to extend validity of the instruction at different prices, the Bank will continue to avail the Order for trading in the market for a period not later than 30 days from the date on which it was given to the Bank, provided that the Customer has specified the price limit.

### 8. Limits on Bids and Offers (at the Nairobi Stock Exchange) -

- 8.1 The Nairobi Stock Exchange (NSE) reserves the right to suspend trading of a specific security;
- 8.2 The daily price movement for any security in a single trading session shall not be more than 10% of the reference price; 8.3 Exceptions to the above rule (8.2) include where:
  - 8.3.1 The Issuer announces its financial results or material information;
  - 8.3.2 It is the first session for the trading of a security ex entitlement;
  - 8.3.3 The security has not been traded for over three calendar months;
  - 8.3.4 Trading is in respect of rights.

## Pledging of Securities Already Deposited in the CDS

- 9.1 Where the Customer intends to create security (charge/pledge) ("Pledge") over any of the Securities the Customer will do the following:
  - 9.1.1 The Customer will hand over duly completed and signed Securities Pledge Form CDS 5 to the Bank;
  - 9.1.2 The Bank will verify instructions and signature of Customer and will acknowledge receipt of the pledge request by returning to the Customer relevant copies of the Pledge Form duly signed.

9.1.3 The Customer will hand over the duly signed Securities Pledge Form to the person in whose favour the pledge is being created (the "Pledge") and negotiate his pledge conditions.

9.1.4 The Pledgee will forward the completed and duly signed Securities Pledge Form to the CDSC through his authorized Central Depository Agent ("CDA").

9.1.5 The CDSC will check whether the information provided in the Pledge documents is in conformity with the Rules and Procedures of the CDSC.

9.1.6 The CDSC will reject incomplete or non-conforming pledge documents and return them to the Pledgee's CDA.

9.1.7 The CDSC will record the pledged Securities and will freeze the securities in the Customers account.

9.1.8 The CDSC will confirm to the Pledgee's and the Customer's CDA the completion of the Pledge by forwarding a copy of the Securities Pledge Form, to each duly signed.

9.1.9 It is up to the CDSC to ensure that entitlements (dividends, interests, bonus shares, rights and etc) on Securities pledged, are transmitted to the Pledgee as the "owner" of the securities as long as the said securities have not been duly transferred to the Bank as pledgee.

## 10. Release to Customer

- 10.1 The pledgee will submit instructions to his CDA, on the Securities Pledge Release/Foreclosure Form CDS 6, clearly stating the reason for termination of the Pledge.
- 10.2 The Pledgee's CDA will forward the Securities Pledge Release / Foreclosure Form to the CDSC after verifying the details and signatories and completing the relevant section in the form.
- 10.3 Upon receipt of the instructions, CDSC will verify whether the form has been properly filled. CDSC will then release the Pledge in favour of the Customer in accordance with Rule [63] and the securities will be eligible for any other transaction.

#### 11. Joint Accounts

In the event of two or more Customers holding a joint account, the following additional provisions apply:

- 11.1 The holders of a joint account shall authorize the Bank to pay or deliver to, or to the order of, the survivors or survivor or the executors or administrators of such survivor, any moneys/securities standing to the credit of their joint account.
- 11.2 All liabilities on a joint account are joint and several.

## 12. Freezing of Accounts

The Bank may at any time freeze any account of the Customer after receiving instructions to do so by any appropriate authority or if there is any dispute or the Bank has doubt for any other reason (whether or not well founded) as to person or persons entitled to operate the same, without any obligation to institute inter-pleader proceedings or to take any step on its own initiative for the determination of such dispute or doubt.



## 13. Confidentiality and Disclosure to third parties

The Bank shall keep the information of the banking and custodial relations with the customer confidential. However, the same is subject to the following exemptions:

- 13.1 Compulsion by law Disclosure shall be made upon the Bank receiving an order from an authority where the information is in respect of a third party tracing claim; or pursuant to a specific statutory jurisdiction.
- 13.2 Duty to public where the Customer's dealing is posing a danger to the state or public duty which may supersede the duty of the Bank to the Customer.
- 13.3 The Bank's interest where the Bank's own interest justifies the disclosure.
- 13.4 Where the customer has given consent for disclosure.

### 14. Interpretation

Unless the context otherwise requires in these Terms and Conditions:

14.1 Reference to writing shall include any mode of reproducing words in a legible and non-transitory form;

- 14.2 References to indemnifying any person against any circumstances include indemnifying and keeping him harmless from all actions, claims and proceedings from time to time made against that person and all loss or damage and all payments cost and expenses made or incurred by that person as a consequence of or which would not have arisen but for that circumstance;
- 14.3 References to any statute or statutory provision shall include any statutory provision which amends or replaces or has amended or replaced it and shall include any subordinate legislation or other regulations made under the relevant statute;
- 14.4 References to the masculine includes a reference to the feminine and vice versa;
- 14.5 Words importing the singular number include the plural and vice versa.

### 15. Amendments

Any addition or alteration to these Terms and Conditions made from time to time by the Bank of which notice has been given to the Customer shall be binding upon the Customer as fully, as if the same were contained in these Terms and Conditions.

## 16. Data Protection and Privacy:

- 16.1 The Bank will always ensure that Personal Data of Customers is at all times processed in accordance with the Right to Privacy and in strict adherence to the Principles and Obligations enshrined in the Data Protection Act, 2019.
- 16.2 Except as permitted by Law, the Bank may not, without the prior consent of the Customer, disclose to any third party personal data or information relating to the Customer or their related parties.
- 16.3 The customer hereby unequivocally consents to disclosure of its personal data/information under the following circumstances:
  - 16.3.1 To the Bank's agent's associates or subsidiary companies for the purposes of lending, developing new products, improving services and benefits to its Customers with an understanding that the information will be kept confidential.
  - 16.3.2 To Transferees of the Bank's rights under this agreement.
  - 16.3.3 Where the Bank is under a legal or contractual obligation to do so (including but not limited to the Bank's legal and /or contractual obligations to prevent money laundering and related offences) or in public interest.
  - 16.3.4 To other Banks, scoring or rating agencies or duly licensed Credit Reference Bureaus (CRB) for protection of banking and public interest.
  - 16.3.5 Cross border transfer of personal data for furtherance of contract or legitimate interests.
- 16.4 The Customer also consents to processing of their personal data provided to the Bank in furtherance of the contract entered between them and the Bank.
- 16.5 The Customer undertakes to maintain strict confidentiality of their Personal Identification Number, log in ID, password and any other information supplied by the Bank in relation to services provided. The Customer agrees to notify its agents, employees and/or sub-contractors of the provisions of this section and indemnifies the Bank against any breach thereof.
- 17. The Customer may lodge a complaint in regards to the processing of their personal data to the Bank through the e-mail dpo@primebank.co.ke. The Bank shall endeavor to resolve the complaint as soon as reasonably possible and within the timelines prescribed in the Data Protection Act and Regulations.

For more information on the handling, processing and protection of your personal data, please read the Privacy Notice on the Bank's website www.primebank.co.ke

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## 17. Fax/e-mail Indemnity

This deed of indemnity is made the	day of	_ 20	by
for the purpose hereof of P O Box	I		

(hereinafter referred to as the "Customer").

WHEREAS:

- The customer has appointed Prime Bank as custodian of his/her assets who on behalf of the customer will operate the bank and securities accounts with Prime Bank Limited (herein after referred to as the Bank which expression shall include its successors and assignees (whether immediate or derivatives).
- 2. The Bank has developed a program that will enable the customer to access, view and receive information about the customer's aforesaid accounts with the bank or under the bank's custody by way of Email and Fax transmission at any time from anywhere.
- 3. The customer appreciates that by the nature of access or transmission the aforesaid information is not always secure or accurate and may also be unavailable or incomplete.
- 4. The customer has none the less agreed to make use of the said service from the bank and the bank has agreed to provide to the customer subject to the customer undertaking hereunder.
- 5. The customer has agreed to give the bank instructions to transfer funds from one account to another in the same names, instruction to the custodian to pay authorized parties in settlement of investments, request for balances, bank statements and any other correspondence on the accounts.
- 6. The bank shall NOT entertain withdrawal i.e. payment to third party through email/fax instructions unless the fax/email is counter signed by the authorized signatory/ies ( as per the mandate).

**NOW THIS DEED WITNESS** that in consideration of the bank providing the aforesaid service so as to enable the customer to access/view accounts, and receive information or sending of instruction from the customer to the bank by way of e-mail and fax transmission from time to time as aforesaid, the customer:

- 1. hereby confirms and agrees that the information transmitted/received by way of e-mail and Fax transmission is not always secure and may be accessed by unauthorized personal and /or be unavailable, incomplete and or may also contain errors resulting from inter alia, date corruption, interception, viruses, late arrival, incompleteness, destruction or loss; and
- 2. hereby covenants and agrees with the bank that the customer will indemnify and at all times keep the bank harmless and indemnified on a full and un-qualified indemnity basis against all losses, liability, damages, costs, expenses, actions, demands, claims and proceedings arising out of or concerning the use by the customer of the said service ;and
- 3. hereby waives any right or claim the customer may have against the bank for breach by the bank of any of its bank customers duty under law or otherwise howsoever

IN WITNESS WHEREOF the customer has executed this deed of indemnity as of the day and year first above written.

Name:		
Signature		

In presence of (name & signature of witness): \_\_\_\_