



EMAIL INSTRUCTIONS INDEMNITY AGREEMENT

Instructing Tower Sacco Limited by Email

Applicant(s) instructing Tower Sacco Limited by Email are asked to read and sign the Email Instructions indemnity below:

Please consider the clauses that follow carefully as they limit Tower Sacco's Limited liability and constitute an assumption of risk by you. If you are in any doubt about the risks related to Email instructions or the effect of the indemnity you should seek independent legal advice.

To: Tower Sacco Limited (hereinafter the "Sacco")

I/we _____

Account Holder(s)", **Account no** _____ request and Authorize Tower Sacco Limited to accept and act upon my/our email Instructions in respect of any instruction which Tower Sacco Limited would normally accept if the Instruction were presented in an original written format in accordance with the terms of the mandate.

This release and indemnity is supplemental to (and forms part of) the Tower Sacco's Limited General Terms and Conditions. Should there be any conflict between the indemnity and the Tower Sacco's Limited General Terms and Conditions, the provisions of the indemnity shall have precedence.

By signing this release and indemnity I/we acknowledge and agree that:

- a) Tower Sacco Limited may, but is not obliged to act on any instruction that claims to come from me/us.
- b) It is not possible for Tower Sacco Limited to check the authenticity of all Email messages that claim to come from me/us.
- c) No Email instruction can be considered received by Tower Sacco Limited until I/we have either received a reply or read receipt from Tower Sacco Limited.
- d) Tower Sacco Limited may, notwithstanding this release and indemnity, require that any instruction given by any party to the account(s) be given in accordance with the signing arrangements of the account(s), and Tower Sacco Limited may at its sole discretion request written or any other form of confirmation of any instruction.
- e) All Email instructions which claim to come from me (claimed instructions) will be treated as having been given by me in the form actually received by Tower Sacco Limited. 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 will be bound by them.

- f) Tower Sacco Limited will not be liable for any loss (consequential or otherwise) incurred by me/us as a result of Tower Sacco Limited acting or declining to act (wholly or in part) on instructions which Tower Sacco Limited 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, unauthorized or otherwise not authentic, should not be an impediment to the rights of Tower Sacco Limited hereunder.
- g) Tower Sacco Limited may at any time on written notice sent to me/us withdraw from these arrangements regarding accepting instructions.
- h) I/ we will carry out and keep to any procedures or restrictions or both, imposed on me/us by Tower Sacco Limited about the sending of Email instructions to the Sacco.
- i) This Email instruction indemnity remains an obligation to I/we and subject to changes notified by the Sacco from time to time.

Specific email address to be used: _____

Dated this _____ date of _____ 20 _____

For Company

EXECUTED by the said Company:

..... }
 }

In the Presence of:

Director..... }

Director/Secretary/Seal..... }

For Joint Account.

Name of the Member: _____ Signature _____

Name of the Member: _____ Signature _____

Name of the Member: _____ Signature _____

For Individual

Name of the Member: _____ Signature _____

In the presence of: _____

[Print Name of Notary Public]

Tower Sacco Official Use

Signature Verification _____ Signature Verification _____