

Agib Bank Ltd  
Becca Plaza, ECOWAS Avenue  
Banjul  
The Gambia

Dear Sir/Madam,

**INDEMNITY FOR ACCOUNT OPERATION VIA SCANNED E-MAIL AND OTHER ELECTRONIC  
INSTRUCTIONS**

I/WE, \_\_\_\_\_ whose address is: \_\_\_\_\_ (hereinafter called "the customer" which expression shall wherever the context so admits include its successors-in-title, assigns, privies, agent, executors, legal/personal representative) hereby give this indemnity to AGIB BANK LTD (hereinafter called "the Bank")

WHEREAS I/WE have requested that the Bank honor all transactions and requests on MY/OUR account(s) \_\_\_\_\_ with the Bank at my/our request(s) via email address: \_\_\_\_\_, notwithstanding the advice of the Bank that the account be operated via signed instructions.

IN CONSIDERATION of BANK acting upon email instructions from the ME/US in relation to the account, I/WE hereby indemnify and hold the Bank harmless and keep the Bank, its officials and employees, fully and forever released and indemnified against all costs, losses, damages, expenses, injuries, claims or suit arising from any and all claims, demands, suits, rights of action, cause of action present or future, whether the same be known, anticipated, or unanticipated, relating to, resulting from, arising out of, or that it may suffer or that may be occasioned by reason of its acceptance of, and/or the Bank acting on MY/OUR email instructions, given in respect of the aforesaid accounts through the aforesaid medium and or by reason of the failure, delay or neglect in regularizing the instructions as may be required, including but not limited to the following;

- 1.The risk of unauthorized transactions on my/our account via e-mail;
- 2.The unauthorized usage of my/our e-mail address(es);
3. Any cost, expense, damage or claim whatsoever which the Bank may incur or become liable from the operation of my/our account via e-mail.

I/WE acknowledge and recognize that access to my/our email is a security check for my/our account operations and as such, I/WE undertake to be fully and solely responsible for all risks that may arise from all messages sent via my/our said email(s), and against all losses which may be suffered by me/us as a result of the Bank acting/relying on such emails.

THIS INDEMNITY shall be continuing and shall remain in force from the stated hereunder until released by the Bank.

THIS INDEMNITY shall be construed in accordance with the laws of The Gambia.

Dated this \_\_\_ day of \_\_\_,20\_\_.

**1. (in the case of an individual/Sole Proprietorship)**

SIGNED SEALED AND DELIVERED BY:

.....  
Name

.....  
Signature

**IN THE PRESENCE OF:**

**Name:** .....

**Address:** .....

**Occupation:** .....

**Signature:** .....

**2. (In the case of a PARTNERSHIP, CORPORATE, ASSOCIATIONS, NGOS AND OTHERS)**

SIGNED, SEALED AND DELIVERED BY THE WITHIN-NAMED:

.....  
NAME

.....  
SIGNATURE

.....  
NAME

.....  
SIGNATURE

Carrying on business/operations as:.....

In the presence of:

Name: .....

Address: .....

Occupation: .....

Signature .....

**3. (In the case of a limited liability Company)**

The **COMMON SEAL** of the within-named  
.....LIMITED  
was hereunto affixed in the presence of:

.....  
**DIRECTOR**

.....  
**SECRETARY**