

E-MAIL AND FACSIMILE INSTRUCTIONS INDEMNITY FORM

TO: Development Bank of Kenya Limited (DBKL)

It would be convenient and in my/our interests, if I/ We could at any time and from time to time send instructions by means of electronic mail (meaning the sending of transmissions electronically between computers via the telephone networks) and/or means of Facsimile transmissions (meaning the sending of transmissions between Facsimile machines via the telephone networks) to development Bank of Kenya Limited ("DBKL") in relation to any and all my/our existing accounts, facilities and other arrangements with DBKL and any accounts, facilities and other arrangements with DBKL and any accounts, facilities which I/we may now or in the future have with DBKL (instructions sent by such transmissions being hereinafter referred to as "E-mail / Facsimile instructions"). In consideration of DBKL agreeing to accept E-mail/Facsimile instructions from me/us as aforesaid, I/We agree: -

- 1. THAT DBKL may act on any E-mail/ Facsimile instructions given by me/us from time to time, and I/ We voluntarily and with full knowledge take and assume any and all risks associated therewith;
- 2. **THAT** once E-mail/ Facsimile instructions have been sent to DBKL purported by the person (or by any of the persons, if more than one) specified below, DBKL shall have no obligation to check or verify authenticity or accuracy of such E-mail/ Facsimile instructions purporting to have been sent by me/us and may act thereon as if the same had been duly given by me/us;
- 3. THAT in acting on E-mail/ Facsimile instructions, DBKL shall be deemed to have acted properly and to have fully performed all the obligations owed to me/us, notwithstanding that such E-mail/ Facsimile instructions may have been initiated, sent or otherwise communicated in error or fraudulently, and I/We shall be bound by any E-mail/ Facsimile instructions on which DBKL may act if DBKL has in good faith acted in the belief that such E-mail/Facsimile instructions were given by me/us;
- 4. THAT DBKL may, in its absolute discretion, decline to act on or in accordance with the whole or any part of an E-mail/ Facsimile instruction pending further enquiry or further confirmation (whether written or otherwise) by me/us, so however that DBKL shall not be under any obligation to so decline in any case, and DBKL shall in no event or circumstance be liable for not so declining; and
- 5. To release from and indemnify against all claims, losses, damages, costs and expenses howsoever arising in consequence of, or in any way related to DBKL having acted in accordance with the whole or any part of any E-mail/Facsimile instruction exercised (or failed to exercise) the discretion conferred upon DBKL in Clause 4 above.

Authorized Signature(s) as per Banks mandates held.

Name:	Signature:	Date:
Name:	Signature:	Date:
Name:	Signature:	Date:
Name:	Signature:	Date:
Witnessed by:	Signature:	Date:
Designation:		
Account Name:		
Account Number:		
E-mail Address:		
FOR OFFICIAL USE ONLY		
Customer Number: A/C Number:		
Call Back: Tel. No.: Name:		
Confirmed by:	Signature: Da	te:
Authorized by:	Signature: Da	te: