

INDEMNITY AGREEMENT

TELEPHONE & EMAIL

Instruction to the Bank by telephone or email

Applicant(s) who wish to instruct the Bank by telephone or email are asked to read and sign the indemnity agreement below:

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

TO: BOK International

It is agreed between the parties as follows:

We hereby (the "Account Holder(s)") request and authorize the Bank to act in accordance with the terms and condition of Telephone or E-mail instructions (as defined hereafter) in respect of any instruction which the Bank would normally accept if the instruction were presented in an original written format in accordance with the terms of the mandate. This indemnity is supplemental to (and forms part of) the Bank's General Terms and Conditions. Should there be any conflict between this indemnity and the Bank's general terms and conditions the provisions of this indemnity shall have precedence.

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

1. General

- a) In the event that the client requests the Bank for a money transfer by Telephone or E-mail, the Bank may regard the request, regardless of amount and beneficiary, as a money transfer instructed by a person that is authorized **to act for the Client, in accordance with the following conditions.**
- b) In consideration of the bank acting in accordance with the terms of this authority and indemnity, the customer release the bank from and, covenants with the bank that it will indemnify the bank and hold it harmless from and against all action, suits proceedings, costs, claims demand, charges, expenses, losses and liabilities however arising in consequence of or in any way related to, the bank having acted in good faith in accordance with any instruction or the term of this Authority and indemnity.

2. Scope of Application

This agreement shall apply to all accounts of the client with the Bank and becomes effective on the day this agreement is signed. The Bank may at any time on written notice sent to me/us withdraw from these arrangements regarding accepting instructions.

3. Governing law and jurisdiction

This agreement shall be governed by the laws of the Kingdom of Bahrain.

4. Contractual Capacity and Representative Authority

- a) The client confirms for his contractual capacity in respect of the money deposited to his name with the Bank.
- b) The client shall be liable towards the Bank for any damage the Bank may sustain as a consequence of total or partial absence of contractual capacity. The Client holds the Bank harmless against all consequences and any claims by third parties in respect of the total or partial absence of contractual capacity.
- c) The Bank shall be provided in writing with one or more specimen signatures of the client and the party(ies) who is (are) authorized together with, for or in the name of the client, to dispose of the account money with the Bank and to represent the client in transactions with the Bank, along with a specification of any restrictions set on such authority. The client shall not be capable of pleading towards the Bank that the signature cards given to him by the Bank have been completed incorrectly.
- d) Along with his mandatory / authorized representative, the client shall be liable towards the Bank for any damage the Bank may suffer as a consequence of the acts of the parties representing him towards the Bank.

5. Changes in Contractual Capacity and Representative Authority:

- a) In case no restrictions as referred to in item no. 3 have been stated, or if incorrect restrictions have been stated, each of the signatures furnished to the Bank shall bind the client in full and for any amount, even if such restrictions are specially set forth in articles of association or regulations or in general or special powers of attorney or in any other records.
- b) Changes in or revocation of the authority of the client or of his representatives or authorized party(ies), shall take effect towards the Bank only after the Bank shall have been informed thereof in writing.

6. Use of Telephone or E-mail as means of communication:

The risk of misunderstanding, mutilation, delay, or of requests and communications not coming through adequately via Telephone or E-mail used in transactions between the Client and the Bank, shall be for the client's account. Without prejudice to the above, the Bank reserves the right not to execute orders/requests received by it, which appear unclear to it, until after it shall have received confirmation or clarification thereof.



INDEMNITY AGREEMENT

7. Instructions for Execution and Responsibilities

- a) The Client shall ensure that the requests, statements and communications to the Bank must be clear and must contain the correct data.
- b) **The Client should confirm to the Bank by telephone that the client has sent a transfer request to the Bank and that the Bank has received the request.** The bank will execute the transfer request independently of whether the Bank has received confirmation. However, the bank reserves the right not to execute request received by it until after it shall have received confirmation.
- c) Transfer requests shall immediately be executed by the Bank based on the account number stated by the Client, and the Bank shall not be bound to verify the accuracy of the data stated in the request with exception of the name, account number, and the authorized signature on the transfer request. It is not possible for the Bank to check the authenticity of all requests of transmissions, scans or email messages that claim to come from the client.
- d) No email can be considered as received by the Bank until I/we have either received a reply or read receipt from the bank.
- e) The Client shall take full responsibility of any damage resulting from forged signature, duplicate transfer, delay, misunderstandings, or mistakes except for the apparent mistakes of the Bank. Only in exceptional cases the client will be able to request the Bank in writing to suspend the payment order that the client has requested before. If the payment order has then already been executed, this is at the risk of the Client.

8. Execution of request

- a) According to this agreement for transactions by Telephone/E-mail, Client requests of the operating account and the authorized signature to transact by Telephone or E-mail as below.

Operating Account Number		
Account Type:	Individual Account	Joint Account
	Corporate Account	Other:

- b) **Following authorized signature(s) to Operate/Transfer**

Authorized Signatory's Name / Details	Form of signature (individually, jointly by two, collectively others)	Signature
Full Name: ----- Telephone no: ----- Mobile no: ----- Fax Number: ----- E-mail: -----		
Full Name: ----- Telephone no: ----- Mobile no: ----- Fax Number: ----- E-mail: -----		
Full Name: ----- Telephone no: ----- Mobile no: ----- Fax Number: ----- E-mail: -----		





INDEMNITY AGREEMENT

Full Name: ----- Telephone no: ----- Mobile no: ----- Fax Number: ----- E-mail: -----		
In case of only specific E-mail address to be used by client:		
The E-mail address used by client to send "money transfer request" is		
Bank's receiving E-mail address must be		corporate.services@bokintl.com

c) Only for (Corporate Customers)

The staff in charge of confirming Telephone or E-mail transactions in client company.		
Staff Name & Position	Telephone/Mobile	Email Address

d) Client previously submits to your bank the beneficiary information to use Telephone or E-mail transactions as below.

Beneficiary Name	Account	Bank Name	Bank address	Remark

This agreement has been entered into on -----

Name (the "Client"): -----

Representative Name: -----

Signature: -----

BOKI, Bahrain Branch (the "Bank") -----

Signature: -----

