



First Floor, Manet Tower 3, Plot 27
Airport City, Accra PMB CT363, Cantonments, Accra
Tel: 0302216000

ELECTRONIC MAIL INDEMNITY

WHEREAS:

I/We _____ maintaining account no(s) _____ and _____

with yourBranch have requested Consolidated Bank Ghana Limited to accept, in addition to other modes of confirmation electronic confirmation of payment instruction issued in respect of my/our Accounts and other related Banking transaction instructions indicated in Section 1b. below.

NOW, in consideration of you, Consolidated Bank Ghana Limited agreeing to honour my/our electronic confirmation and/or related banking transaction instructions as indicated in Section 1b. below and forwarded from the following e-mail address(es).....

and as I/We may from time to time advise you in writing, I/We hereby confirm and declare that:

1. Consolidated Bank Ghana is authorized as follows:
 - a. To accept electronic confirmation of payment instructions regarding my/our Account(s) from the email(s) stated above subject to a limit of.....
.....Ghana Cedis (GHS.....)
 - b. To accept electronic confirmation of release of returned cheques, Automated Teller Machine Cards, Cheque books, Fixed Deposit Certificates, Booking of Fixed Deposits, Rollover Instructions and any other related lawful customer instructions
2. In the event that I/We suffer any loss as a result of your honouring such confirmation/instructions as indicated above, I/We shall have no claim or redress against you.
3. I/We undertake to indemnify you and keep you indemnified against any damages, costs and expenses whatsoever including all legal and other charges and other expenses you may incur by reason of your honouring the said confirmation/instruction.
4. I/We agree that you may at any time without notice to me/us, set off or transfer any sum or sums standing to the credit of any one or more of my/our accounts with you in or towards the satisfaction of my/our liabilities to you arising out of your honouring the confirmation on my/our behalf.
5. I/We agree that if I/We fail to pay on demand any sums payable hereunder, that interest shall accrue thereon from the date of such demand until judgment and full liquidation at your Prime Lending Rate.
6. I/We agree that no delay or omission or granting of any indulgence on your part in exercising any right, power, privilege or remedy in respect of this indemnity shall be construed as a waiver thereof, nor shall any single or partial exercise of any other right, power, privilege or remedy preclude any further exercise of any right, The rights, powers, privileges or remedies provided in this indemnity are cumulative and not exclusive of any rights, powers, privileges or remedies provided by the law.
7. I/We agree that Consolidated Bank Ghana Limited is not obliged to call to confirm an electronic instruction issued via the email address stated above. However, when Consolidated Bank Ghana Limited is in doubt at any point, it reserves the right to decline or accept an electronic instruction if I/We cannot be reached on telephone/mobile.....number for confirmation.

8. I/We agree to notify Consolidated Bank Ghana Limited in writing of an alternative number for a possible confirmation when travelling.

9. I/We agree to ratify the transaction by completing the standard form of Consolidated Bank Ghana Limited.

That the Bank shall not be liable to me/us or any other person where:

- a. I/We have entered incorrect details and the payment is made or document is released to the wrong recipient.
- b. I/We have exceeded transaction/daily or monthly or annual limits for transactions or I/We acted outside the authorized mandate.
- c. My/Our emails and or telephone calls are not received by the Bank or recipient of mails and or calls from my address and or telephone number is temporarily or permanently barred;
- d. My/Our hardware, software or internet providers service is not functioning properly;
- e. The transaction or release is suspicious or fraudulent resulting in losses to the third party;
- f. The transaction or release details received do not contain the correct information;
- g. My/Our receipt of funds or release of documents are intercepted by legal process or other encumbrance restricting the transfer; or
- h. Unforeseen circumstances prevent the execution of a request by the Bank despite any reasonable precautions taken by the Bank. Such circumstances may include, but are not limited to acts of God, power outages, fire, flood, theft, equipment breakdowns, internal mechanical malfunction, or the Banks System delays or failures.

Dated this _____ day of _____ 20____

In the case of a corporate entity:

Signed, Sealed and Delivered by the within Named Customer:

Director: _____
(Name)

(Signature)

Secretary: _____
(Name)

(Signature)

In the case of a non-corporate entity:

Name: _____

Signature: _____

Official Use:

Confirmed by Relationship Officer/Manager (Name/Signature/Date):

Verified by BM/BOM (Name/Signature/Date):