

# EMAIL INDEMNITY AGREEMENT



## Instructing the Bank by Email

Applicant(s) who wish to instruct the Bank by email are asked to read and sign the email indemnity 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 email instructions or the effect of the indemnity you should seek independent legal advice.

To: Central Bank of Kenya (hereinafter the "Bank")

I/we \_\_\_\_\_ (the  
" \_\_\_\_\_

**Account Holder(s)**"), CDS Account no \_\_\_\_\_  
**request** and authorize the Bank to accept and act upon my/our email instructions 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 release and indemnity is supplemental to (and forms part of) the Bank's General Terms and Conditions. Should there be any conflict between the indemnity and the Bank's 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) The Bank may, but is not obliged to act on any instruction that claims to come from me/us.
- b) It is not possible for the Bank to check the authenticity of all email messages that claim to come from me/us.
- c) No email can be considered received by the Bank until I/we have either received a reply or read receipt from the Bank.
- d) The Bank 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 the Bank 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

the Bank. 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) The Bank will not be liable for any loss (consequential or otherwise) incurred by me/us as a result of the Bank acting or declining to act (wholly or in part) on instructions which the Bank 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 the Bank hereunder.
- g) The Bank 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 the Bank about the sending of email instructions to the Bank.
- i) This email indemnity remains an obligation to I/we and subject to changes notified by the Bank from time to time.

<p><b>Signature of Account Holder</b> _____</p> <p>Name _____</p> <p>ID Number _____</p> <p>Date _____</p> <p><b>Witness Signature</b> _____</p> <p>Name _____</p> <p>ID Number _____</p> <p>Date _____</p>
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\*Append Company Seal for all Corporations

<b>CBK Official Use</b>	
Signature Verification	Signature Verification
<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>