



## Letter of Indemnity

### Facsimile and E-mail transmissions and instructions through E-banking

Warwyck Private Bank Ltd (the "Bank") is hereby requested by the **"Customer"** to act on instructions received either by facsimile transmission or telex (a "message" or "messages") not bearing an original signature, internet, e-banking and or e-mails in relation to his / their account(s) and without requiring any prerequisite written confirmation prior to acting thereon. In consideration thereof, the Customer agrees with the Bank as follows:

1. The Customer authorises and instructs the Bank to act on any message received either by facsimile transmission or telex (a "message" or "messages") not bearing an original signature, internet, e-banking and or e-mails, without the need for further verification. The Customer agrees that use of this service will bind the Customer legally and make the Customer responsible to the same extent and effect as if the Customer had given original signed written instructions to the Bank. The Customer acknowledges that any message the Bank acts upon will be conclusively deemed to be valid instructions, whether or not authorized by the Customer or whether or not accurately communicated and received. The Bank's records will be conclusive evidence of the message.
2. The Bank may decline or delay acting on any message for any reason, for example if the instructions in any message are incomplete, ambiguous or cannot be carried out due to insufficient funds or otherwise, or the lawfulness of any instruction given in any message or for any cause or reason not specified herein.
3. In most cases, the Bank will send the Customer all relevant documentation, including any terms and conditions, relating to the type of transaction requested. The Bank will assume that the Customer has received this information and that the Customer is in agreement with the contents thereof unless the Customer advises the Bank within 10 days of the date of the message that the Customer is not in agreement.
4. The Customer understands that any investments purchased or reinvested in the Customer's name(s), is made entirely at the Customer's risks and perils without the Bank being in any way liable for any cause whatsoever.



5. The Bank is not responsible for any delay, failure of performance, damage, penalty, cost, expense or inconvenience resulting to the Customer or any other person from causes beyond the Bank's control. The Bank, its correspondents and other financial institutions involved in processing remittances may rely on any account or identification numbers provided by the Customer and will not seek to confirm whether the number specified corresponds with the name of the beneficiary or the beneficiary's bank provided in the payment order. The payee may be required to provide identification to the satisfaction of the paying bank. Neither the Bank nor its correspondent shall be held liable for any loss, damage or prejudice. The Customer may suffer in any transaction made on the authority of a message sent on the Customer's behalf.

Payment instructions executed by the Bank are irrevocable. Under certain circumstances to be exclusively determined by the Bank and without it being in any way liable however for any refusal, the Bank will, on a best effort basis, attempt to recall a wire payment upon the Customer's instructions. However, the Bank cannot guarantee return of funds to the Customer. If the Bank is able to obtain a return of funds, the Bank will credit the Customer's account at the Bank's quoted rate of exchange (where foreign currency exchange is requested by the Customer on the date such credit is made). The Customer agrees to pay the Bank's fees and to reimburse any deductions and for any withholding or other taxes, and for any interest and penalties that may be paid by the Bank in connection with any remittances. The Customer acknowledges that he irrevocably authorises the Bank to deduct from any of the Customer's account whether in Mauritius or elsewhere such amount paid. The Customer acknowledges that international remittances are subject to cut off times, time zone differences and local regulations of the destination country.

6. The Customer agrees to indemnify and keep the Bank harmless from and against any and all charges, complaints, costs, damages, demands, expenses, liabilities, and losses which the Bank may incur, sustain or suffer, arising from or by reason of the Bank's acting, delaying in acting or declining to act upon any message received, in accordance with this Letter of Indemnity, including without limitation legal fees and disbursement reasonably incurred by the Bank. This indemnity is in addition to any other indemnity provided by the Customer to the Bank.
7. This Letter of Indemnity may be terminated by the Bank at any time by verbal or written notice to the Customer effective upon delivery. The Customer may terminate this Letter of Indemnity at any time by notice in writing delivered to the Bank; such notice to be effective no later than five business days after delivery to the Bank, a letter sent to the address of the Customer as given by him to the Bank shall be deemed to have been received by the Customer 3 days after posting.



8. The undersigned hereby jointly and severally agree that The Bank may act on any message received either by facsimile transmission or telex (a “message” or “messages”) not bearing an original signature, internet, e-banking and or e-mails, provided by either one of the undersigned and such message will be binding on the other without confirmation by the Bank. The Undersigned jointly and severally agree to all the conditions outlined in this Letter of Indemnity. The death or winding up of anyone of the undersigned will not invalidate this Letter of Indemnity; this Letter of Indemnity remains in effect until such time as notice of termination has been given in accordance with this Letter of Indemnity.

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WARWYCK PRIVATE BANK LTD

Warwyck House, Nalletamby Rd, Phoenix 73538, Mauritius  
T +230 698 2700 . F +230 698 2777 . [contact@warwyck.com](mailto:contact@warwyck.com)  
[www.warwyck.com](http://www.warwyck.com)

**RESTRICTED**