

## Indemnity in respect of telephone and/or facsimile transmission instructions – Corporate Accounts

### ***THIS INDEMNITY SHOULD ONLY BE COMPLETED IF INSTRUCTIONS ARE NEEDED TO BE GIVEN BY TELEPHONE OR FACSIMILE***

We refer to the Mandate between Close Bank (Isle of Man) Limited ('the Bank') and us governing the operation of our account(s) and credit or other facilities or banking arrangements with the Bank ('the Mandate').

Notwithstanding the terms of the Mandate or of any future mandate or other agreement or course of dealing between the Bank and us, the Bank is requested and authorised, but is not obliged, to rely upon and act in accordance with any notice, demand or other communication which may from time to time be, or purport to be, given by telephone or facsimile transmission by us without enquiry on the Bank's part as to the authority or identity of the person making or purporting to make such notice, demand or other communication and regardless of the circumstances prevailing at the time of such notice, demand or other communication. The Bank shall be entitled to treat such notice, demand or other communication as fully authorised by and binding upon us and the Bank shall be entitled (but not bound) to take such steps in connection with or in reliance upon such communication as the Bank may consider appropriate, whether such communication includes instructions to pay money or otherwise to debit or credit any account, or relates to the disposition of any money, securities or documents, or purports to bind us to any agreement or other arrangements with the Bank or with any other person or to commit us to any other type of transaction or arrangement whatsoever, regardless of the nature of the transaction or arrangements or the amount of money involved and notwithstanding any error or misunderstanding or lack of clarity in the terms of such notice, demand or other communication.

In consideration of the Bank acting in accordance with the terms of this Indemnity, we shall indemnify and undertake to indemnify the Bank and to keep the Bank indemnified against any and all losses, claims, actions, proceedings, demands, damages, liabilities (whether criminal or civil), costs and expenses (including legal costs and expenses) incurred or sustained by the Bank of whatever nature and howsoever arising out of or in connection with such notices, demands or other communications, and/or resulting from any act, neglect or default by us or our agents or employees or any successful claim by any third party in respect of any matter arising from such notices, demands or other communications, and we irrevocably authorise the Bank to debit immediately our account(s) with all such payments, losses, liabilities, costs and expenses.

The terms of this Indemnity shall remain in full force and effect unless and until the Bank receives, and has a reasonable time to act upon notice of termination from us in writing, save that such termination will not release us from any liability under this Indemnity in respect of any act performed by the Bank in accordance with the terms of this Indemnity prior to the expiry of such time.

The Indemnity shall be governed by the laws of the Isle of Man.

### **For and on behalf of**

Name of Account Holder

Signed

*Please print name*

Date

**Note: No instruction of any nature will be accepted for action if received by email**

### **Certification**

We certify that the detail attached is a true and complete instruction or copy of the Resolution from the minutes of a meeting of the Board of Directors and that we have agreed to enter into this Indemnity and

Who is an authorised signatory on the attached Mandate was authorised to sign the above Indemnity on our behalf.

Name of Account Holder

Chairman

Secretary

Date