

AGREEMENT AND INDEMNITY FROM A COMPANY REGARDING  
VERBAL/FAX/ELECTRONIC INSTRUCTIONS AND COMMUNICATIONS

HBL Bank UK

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Dear Sirs,

It would be convenient and in our interests if we could at any time and from time to time give/send instructions to you in relation to any and all of our existing and future accounts, facilities and any other services/arrangements of any type (including without limitation payments, transfers, investments, placement of funds, foreign exchange dealings, documentary credits, loans, overdrafts or any other credit facilities) which we may now or in the future have with you by any of the following methods (the said instructions being given/sent by any method referred to below shall hereinafter be referred to as "**Instructions**"):

- A. Verbal instructions (meaning oral instructions via the telephone); and
- B. Facsimile transmissions (meaning the sending of fax transmissions by any media); and
- C. Electronic mail (meaning the sending of transmissions, messages, files and/or signed instructions scanned and attached to an email via the internet, telephone, cable network or any other media).  
*(delete any option that is not required)*

In consideration of your at our request agreeing to accept Instructions given by any of the above methods we hereby authorise, instruct and agree:

1. PROVIDED that the Instructions are (i) in accordance with the current bank mandate held by you and appear to be given by a person or persons authorised under the bank mandate (person(s) so authorised shall hereinafter be called "**Instructing Person(s)**"); and (ii) you have complied with the various security procedures stated in clause 3 below:
  - a. That you may act on any and all Instructions given by the Instructing Person(s) from time to time and that in acting on the Instructions you shall have and be considered to have acted properly and to have fully performed all obligations owed to us, even if such Instructions may have been initiated, sent or otherwise communicated in error, fraudulently or otherwise (without limitation), and we shall be bound by any such Instructions on which you may act;
  - b. That any Instructions acted upon by you shall irrespective of any later dispute regarding the Instructions or their interpretation be deemed to have been duly authorised and requested for the purpose of recourse, reimbursement, indemnity or other rights you may have against us under any existing or future documentation or at law in relation to any such Instructions and for the purpose of recourse to any security now or in the future held or available to you in relation to any Instructions or transactions related to the Instructions; and
  - c. That you may debit our account(s) with all sums paid by you in respect of any Instructions and debit our accounts(s) with all sums of money whatsoever, interest on money, charges and expenses which you may incur as a result of your complying with any Instructions.
2. That facsimile transmission (meaning the sending of fax transmissions by any media) will only be from the following registered fax number(s): \_\_\_\_\_  
and that electronic mail (meaning the sending of transmissions, messages, files and/or signed instructions scanned and attached to an email via the internet, telephone, cable network or any other media) will only be sent from the following registered email addresses and domains:  
  
\_\_\_\_\_;

3. That you will undertake your verification and security procedures for Instructions received from Instructing Person(s). We agree and understand that: (i) if you are unable to complete your verification and security procedures to your satisfaction, the Instructions may be delayed or not made; and (ii) if you are able to verify any Instructions then this is still subject to your absolute and unfettered discretion to decline to act on or in accordance with the whole or any part of any Instructions pending further enquiry to or further confirmation (whether original written instructions or otherwise in such form as you may require) by our Board or any one or more of the Instructing Person(s);

4. To release you from and fully indemnify you against any and all claims, demands, losses, costs, imposts, liabilities and expenses, howsoever arising in consequence of, or in any way related to your having acted in accordance with the whole or any part of any Instructions and/or having exercised (or failed to exercise) the discretion conferred upon you in clause 3 above. Further we irrevocably authorise you to set off and/or apply any credit balance in any account (whether now or in the future) maintained by us with you at any of your branches in satisfaction of any sum(s) representing the amount of any such claim(s), action(s), demand(s), expense(s), losses or liabilities without further authority from us and you shall be entitled to exercise such right at such time as you may deem appropriate;
5. That in the event of a conflict between the terms of this agreement and your Terms and Conditions for Business Accounts (as amended from time to time) then the terms of this agreement shall prevail;
6. That this agreement shall remain in full force and effect unless and until you acknowledge receipt, and have a reasonable time to act upon, notice of termination from us in writing signed by a duly authorised officer, save that such termination shall not release us from any liability under this agreement in respect of any act(s) performed by you in accordance with the terms of this agreement before the expiry of such time; and
7. That this agreement and all Instructions shall be governed by and construed in accordance with English Law and we irrevocably submit to the non-exclusive jurisdiction of the English Courts.

Yours faithfully,

Signed for and on behalf of the Company stated below.

Name of Company:
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1. Director	2. Director
Name:	Name:
Signature	Signature

Date:

***Note to Bank officers:***

*If there is **any doubt** about the director's authority to bind the Company, then it **must** be asked to provide a certified copy of a relevant board resolution before this agreement can be relied on by the Bank or used by the customer. The form and wording of the resolution must be acceptable to the Credit or other appropriate department of the Bank.*