



## WAIVER AND INDEMNITY IN RESPECT OF TELEPHONE, FAX AND EMAIL INSTRUCTIONS

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**Whereas** .....

(Name of individual client, company, partnership or trust)

has expressly requested CDH Investment Bank Limited of P.O. Box 1444, Blantyre ("the bank") to carry out certain financial transactions on the basis of instructions given telephonically, by fax, and/or by email,

**and whereas** the bank has agreed, insofar as it may be possible within its normal policies and procedures, to allow such instructions,

**and whereas** I/we understand, confirm and acknowledge that:

- 1 authorizing the bank to act upon telephonic, fax and or/email instructions may not be the safest or most prudent way of managing my/our portfolio of accounts as a result of the inherent shortcomings in relation to each of the methods.
- 2 aside from asking questions relating to personal, private and confidential information, it is not possible for the bank to confirm the identity of any person providing instructions telephonically and that, should this personal, private and confidential information fall into the hands of a third party, it may be used for the purpose of committing fraudulent transactions.
- 3 instructions sent by fax can very easily be tampered with, intercepted, fraudulently abused by outsiders, be the cause of delay in carrying out instructions contained therein, inadvertently be mislaid or not be properly legible and it may furthermore not be possible to verify any signature that has been faxed.
- 4 the bank cannot confirm that any instruction sent by email has indeed been sent by me/us and that the risk of email facilities being fraudulently abused by unauthorized persons cannot be excluded.
- 5 by instructing and authorizing the bank to accept telephone, fax and email instructions, I/we may be exposing myself/ourselves to risk, including but limited to aforementioned.

### **NOW THEREFORE:**

- 1 I/We hereby indemnify the bank against and waive any rights in connection with any demand, claim or action, whether directly or indirectly relating to or in connection with any telephonic, fax and/or email instruction given, unless the matter is as a result of gross negligence or willful misconduct of the bank or any of its employees, in which case the matter shall be dealt with on its legal merits.
- 2 I/We undertake that should any claim or action be made or instituted against the bank as a result of such gross negligence or willful misconduct, any claim shall be limited to direct damages and that no indirect, special or consequential damages shall be claimed.
- 3 I/We furthermore specifically indemnify the bank and hold it harmless from all demands, claims, actions, losses and damage of whatever nature in relation to:
  - 3.1 infringements of confidentiality arising from the use of the telephone, fax and/or email to convey instructions to the bank;
  - 3.2 malfunctions, failures or unavailability of any hardware, software or equipment.
  - 3.3 damage arising from any event beyond the bank's control;
  - 3.4 damage arising from the reliance of any person on incorrect, illegible, incomplete or inaccurate information or dates contained in any instructions received by the bank;
  - 3.5 damage arising from sending of false, fraudulent or altered instructions by telephone, fax and/or email;
  - 3.6 damage caused by the misplacement or loss, however caused, of any instructions sent to the bank by fax or email; and



3.7 damage caused by the bank's delay to act immediately upon any instruction sent to the bank by telephone, fax or email;

provided that the aforementioned loss or damage is not a result of negligence or willful misconduct of the bank's or any of its employees, in which case the matter shall be dealt with on its legal merits.

I/we hereby waive the necessity of confirmation of receipt of any instruction issued to the bank by telephone, fax or email.

Signed at .....on...../...../.....  
(place) (day) (month) (year)

**FOR AND ON BEHALF OF THE CLIENT**

**Signature** .....

**Witness 1:** Full name(s) and surname.....signature.....

**Witness 2:** Full name(s) and surname.....signature.....

**FOR AND ON BEHALF OF THE BANK**

**Signature** .....

**Witness 1:** Full name(s) and surname.....signature.....

**Witness 2:** Full name(s) and surname.....signature.....