First Securities Brokers Limited RC 169024

(Trading Licence Holder of The NGX) 2 Broad Street, Lagos Island, Lagos, Nigeria Tel: 02018886722

www.first-securities.com



## INDEMNITY FORM

**CONFIDENTIAL** 

TO: The Managing Director First Securities Brokers Limited 2 Broad Street, Lagos Island, Lagos State

Dear Sir/Madam,

INDEMNITY (Individual/Joint Account)

IN CONSIDERATION of the Company considering and/or acting upon an email instruction, the Customer hereby formally, unreservedly, irrevocably and unconditionally declares and covenants as follows:

- 1. That the Company is hereby authorised, in its sole discretion, to consider and/or act upon email instruction and/or scanned instruction sent via email in accordance with the Client's existing mandate without the necessity of any original signature(s) or the requirement of any other confirmation on the part of the Company.
- 2. The Customer is fully aware that email instructions are unsecure means of communication and are therefore prone to the risk of omissions, errors, mis-statements, non-receipts, fraud and/or other unauthorised interventions by third parties, all such risk which the Customer hereby fully assumes.
- 3. The Company may, but is not obliged to seek telephone confirmation or other form(s) of confirmation of an email instruction; and shall exercise its discretion to proceed or refrain from acting upon an email instruction in the event that the Company is unable to obtain satisfactory confirmation thereof, or has any reason to doubt the authenticity of an email instruction or the confirmation received in respect thereof.
- 4. The Company has no obligation whatsoever to confirm or verify the identity of the person(s) sending any email instruction or the genuineness of any email instruction. Any transaction processed pursuant to an email instruction shall be binding on the Customer for all intents and purposes and whether made with or without the Customer's authority, knowledge or consent.
- 5. The Customer shall ensure the security of his/her/their email address(es) and electronic devices; and shall inform the Company in writing forthwith upon the happening of any circumstances likely to render the continued use of email instructions unsafe.
- 6. The Company shall endeavour to refrain from processing an email instruction upon receiving a notification pursuant to Clause 5 above. This shall however be without prejudice to the Customer's covenants and obligations herein in respect of any transaction processed whether prior or subsequent to the notification.
- 7. The Company retains the sole discretion to process an email instruction, or any part thereof; and shall not be under any obligation to provide reasons for failing so to do.
- 8. The Customer waives all right of action or defences it may have against the Company in connection with all matters contemplated herein, and shall further hold the Company free and harmless from any responsibility, liability or adverse consequence (whether direct or indirect) in connection with receiving, considering and/or processing the Customer's Email Instruction(s). The Customer shall further indemnify and keep the Company fully indemnified against all litigations, actions, claims, loss, damage, costs and/or expenses which may be brought against the Company or suffered or incurred by the Company and which may have arisen either directly or indirectly out of or in connection with the Company's receiving, consideration and/or processing the Customer's email instruction(s).
- 9. This Indemnity shall be a continuing obligation in respect of any and all matters connected to or arising from the Company's receipt, consideration or processing of the Customer's email instructions.

This Indemnity shall be construed in accordance with the laws of the Federal Republic of Nigeria.

## Email Addresses (the email addresses must be one that previously exists in the Company's records)

PRIMARY EMAIL ADDRESS										
ALTERNATIVE EMAIL ADDRESS										
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SIGNED, SEALED AND DELIVERED										
By the customer:										
NAME										
SIGNATURE			DATE	D D	М	М	Y	Y	Y	Υ

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