



INDEMNITY IN RESPECT OF INSTRUCTIONS BY FACSIMILE AND/OR ELECTRONIC MAIL

TO: The Branch Manager

.....Branch

I/We.....
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In consideration of your agreement at my/our request to act in accordance with instructions which you receive from me/us or which purport to be from me/us by facsimile and/or electronic mail (hereinafter 'email') and to obey the instructions therein contained hereby, I/we undertake to and agree with you as follows:

1. I/We irrevocably authorize you to make any payments and comply with all instructions contained in such facsimile and/or email instructions without any reference to or further authority from me/us and without enquiry into the justification therefore or validity thereof and agree that you may assume the authenticity thereof and agree that you may assume the authenticity thereof and that any payment which you shall make or instructions with which you shall comply in accordance or purporting to be in accordance with such facsimile and/or email instructions shall be binding upon me/us and shall be accepted by me/us as conclusive evidence that you were liable to make such payment or comply with such demand.
2. I/We agree to indemnify you and keep you indemnified against all actions, proceedings, claims, demands, liabilities, losses, costs, charges, damages and expenses in relation to or arising out of any of your acts or to act in accordance with such facsimile and/or email instructions and to pay or reimburse to you, on demand and in the currency in which the same shall have been made, suffered or incurred, all payment, losses, costs and expenses made, suffered or incurred by you there under or in consequence thereof or arising thereout and I/we irrevocably authorize you (without prejudice to any other right you may have) to debit to my/our account or any of my/our accounts with you all such payments, losses, costs, and expenses whether such account or accounts is or are overdrawn by reason of any such debit.
3. Failing payment by me/us on demand of any sum payable there under I/we undertake to pay an amount calculated at the rate of 20% per annum on such sums from (and including) the date of the same being demanded until actual payment of such sums [together with the additional amounts payable pursuant to this clause (3)] in full and such sums shall hereinafter be referred to as "**Default Damages**". I/We further undertake to pay all amounts recovered by you on account of Default Damages in an account maintained by you specifically for charitable purposes as approved by your Shari'ah Supervisory Board.
4. I/We further agree that I/we will indemnify you against any loss incurred by you as a result of any judgment or order being given or made for the payment of any amount due hereunder and such judgment or order being expressed in a currency other than that in which such amount is payable by me/us hereunder and as a result of any variation having occurred in rates of exchange between the date as at which any such amount is converted into such other currency for purposes of such judgment or order and the date of actual payment pursuant thereto. The foregoing indemnity shall constitute a separate and independent obligation on my/our part and shall apply irrespective of any indulgence granted to me/us from time to time and shall continue in full force and effect notwithstanding any such judgment or orders as aforesaid.



5. Where this Indemnity is executed by or on behalf of a firm or otherwise by or on behalf of more than one person, any liability arising hereunder shall be deemed to be the joint and several liability of the partners in the firm or of such persons as aforesaid, any demand made by you hereunder on any one or more of the persons so jointly and severally liable shall be deemed to be a demand made on all such persons and none of such persons shall have or exercise in competition with you any rights as surety as against any other of them.
6. Any demand made by you hereunder shall be in writing signed by any of your officers and may be served by leaving the same at, or sending it through the post in a prepaid envelope addressed to the company, firm or person on whom the demand is to be made at, the address last known to you as the registered or principal office or, as the case may be, place of business or abode or such company, firm or person, and a demand so served shall be effective (notwithstanding that it may later be returned undelivered) at the time it was so left or, as the case may be, at the expiry of forty eight hours after it was posted excluding Saturdays, Sundays and Public Holidays.
7. In this Indemnity, unless the context otherwise requires, the singular includes the plural and vice versa and references to persons include references to companies or corporations and vice versa.
8. This Indemnity shall be construed in accordance with the laws of Kenya and I/we submit to the jurisdiction of the Kenyan Courts.

IN WITNESS whereof this Indemnity has been executed this day of 20.....

Signed:

1.	_____ Name	_____ ID/ Passport Number	_____ Signature
2.	_____ Name	_____ ID/ Passport Number	_____ Signature
3.	_____ Name	_____ ID/ Passport Number	_____ Signature
4.	_____ Name	_____ ID/ Passport Number	_____ Signature

Due completion confirmed by Branch Manager:

_____ Name	_____ Signature	_____ Date	AFFIX SIGNATURE CONFIRMATION STAMP AND INITIAL
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