

The Managing Director  
**Fidelity Bank plc**  
2, Kofo Abayomi Street  
Victoria Island  
Lagos

Dear Sir,

**INDEMNITY LETTER IN RESPECT OF EMAIL INSTRUCTION FOR PAYMENT**

I, \_\_\_\_\_ with address at \_\_\_\_\_ (the "Account Owner") execute this indemnity in favor of Fidelity Bank Plc, having its registered office at 2 Kofo Abayomi Street, Victoria Island, Lagos hereinafter called (the "Bank").

**WHEREAS:**

1. The Account Owner is a customer of the Bank with account No.----- domiciled at the ----- branch of the Bank and has requested through his/her Letter dated----- that the Bank honor and accept payment instructions from time to time by e-mails (E-mail Instructions).
2. To enable the Bank comply with the request of the Account Owner, the Bank has demanded for an indemnity from the Account Owner to indemnify the Bank from all liabilities that may arise from complying with the foregoing instructions.

**NOW THEREFORE**

In consideration of the Bank agreeing to accept instructions from me from time to time by email (the "Email Instructions") on the above mentioned account without requiring written confirmation for such account prior to acting on the instructions, I confirm and undertake as follows:

1. I am fully aware of all the risks inherent in Email Instructions including but not limited to:
  - a. *Instructions given through impersonated email addresses;*
  - b. *Instructions being erroneously addressed to the wrong recipients and thereby becoming known to third parties; and*
  - c. *Instructions confirmed over the phone by me.*

and therefore unreservedly accept that the Bank shall bear no responsibility or liability whatsoever in relation thereto.

2. That the Bank is hereby unconditionally requested and authorized to act upon any Email Instructions in its sole and absolute discretion, reasonably believe to emanate from me.

3. That I undertake to keep the Bank indemnified at all times against, and to save the Bank from any costs, actions, proceedings, liabilities, claims, losses, damages and expenses in relation to or arising directly or indirectly, out of or in connection with the Bank accepting and acting upon my Email Instructions whether or not same are confirmed in writing by me.
4. I also undertake that if any suit (civil or criminal) shall be instituted in respect of the E-mail Instructions, I shall in addition to the above, provide the Bank with sufficient funds for the prosecution of same.
5. In the event of any dispute relating to the actual terms of the Email Instructions, the records of the Bank shall be final and binding on me and I shall not dispute the same.
6. This indemnity shall be construed in accordance with Nigerian law.

**DATED THIS ..... DAY OF ..... 20.....**

SIGNED, SEALED AND DELIVERED by the within named

**ACCOUNT OWNER**

**Name** \_\_\_\_\_

**In the Presence of:**

Name of Witness: \_\_\_\_\_

Signature of Witness: \_\_\_\_\_

Address of Witness: \_\_\_\_\_

Occupation of Witness: \_\_\_\_\_