DIAMOND TRUST BANK KENYA LIMITED

Communication Indemnity- Corporate /Individual

I/ We [ ] (the "Customer") request and authorize Diamond Trust Bank Kenya Limited (the "Bank") to accept and act upon my/ our email instructions (the "Instructions") on the operation of all my/ our account(s) with the Bank and in respect of which the Bank would normally accept if the Instruction were presented in an original written format in accordance with the mandate for such account(s). I/we confirm:

1. This indemnity is supplemental to and forms part of the Bank's General Terms and Conditions. Should there be any conflict between this indemnity and the Bank's General Terms and Conditions, the provisions of this indemnity shall have precedence.

2. The Bank is hereby authorized to act on the Instructions which the Bank, in its sole discretion, believes to emanate from authorised individuals.

3. I/We hereby authorize the Bank to treat such Instructions as binding upon myself/ ourselves and the Bank shall be entitled (but not bound) to take/ make such steps in connection with or in reliance upon such Instruction regardless of the nature of the transaction and notwithstanding any error or misunderstanding or lack of clarity in the terms of such Instructions.

4. I/ We agree that it is not possible for the Bank to check the authenticity of all Instructions that claim to come from the me/us.

5. The Bank shall not be under any duty to verify the identity of the person (s) giving Instructions, purportedly in my/our name and any transaction made pursuant to Instructions shall be binding upon me/us whether made with or without my/our authority, knowledge or consent.

6. The Bank is required to act on Instructions which have been received from my/our email address [ ] to your email address diasporabanking@dtbafrica.com.

7. In consideration of the Bank acting in accordance with my/our Instruction, I/we undertake to indemnify the Bank and to keep the Bank fully indemnified against any losses, claims, actions, proceedings, demands, damages, costs, and expenses incurred or sustained by the Bank of whatever nature and howsoever arising, out of or in connection with such Instruction provided that the Bank acted as per the said Instructions and/or acted in good faith.

8. I/ We hereby confirm that the Bank shall not be liable to me/ us where:

    i. I/ We have entered incorrect details and as a result, payment is made to the wrong recipient.
    ii. I/ We have exceeded our daily/ monthly or annual limits for transactions.
    iii. I/We are acting outside of the authorized mandate.
    iv. my/ our software and internet provider's service are not functioning properly;

v. the Instruction is suspicious or fraudulent.
vi. the Instruction received does not contain the correct information.
vii. my/ our funds are blocked or frozen by any legal process or any other impediment restricting the effecting of the Instruction; or
viii. force majeure including but not limited to power outages, equipment breakdowns, fire, flood, theft, internal mechanical malfunction, and Bank's system delays.

9. This indemnity shall be governed by the Laws of Kenya, and I/we submit to the jurisdiction of the Kenyan Courts.

The information that I/We input here shall be retained by the Bank strictly for the Bank's use in line with the Data Protection Act No.24 of 2019 and I/We consent to the application of the Data Protection Act No. 24 of 2019 to all information provided by me/us to the Bank.

Yours faithfully,

Authorized Signature(s) as per mandate

1st Account Holder Signature	***2nd Account Holder Signature***	***3rd Account Holder Signature***	***4th Account Holder Signature***

Name of Account Holder: .....

Account No: .....

Telephone Contact: .....

Email: .....

For Bank use only

Name …….

Signature ……..

Date: ……...