

INDEMNITY FOR HONORING INSTRUCTIONS SENT VIA ELECTRONIC MEANS

In consideration of you, PROVIDUSBANK PLC agreeing to honor my instructions, including funds transfer instructions and act upon any instructions, communications and documents sent by facsimile (fax), telephone, e-mail, letters issued according to my/our mandate as I/We may from time to time advise you in writing, I/We, _____ with Account Number _____ hereby confirm and declare that:

1. The Bank is authorized to accept and act upon any instructions, communications and documents sent electronically by facsimile (fax) or telephone or e-mail and letters issued according to my/our mandate,
2. I/We hereby irrevocably undertake to indemnify the Bank and hold it harmless from and against all costs (including without limitation legal fees and expenses, claims, losses, liabilities, damages and proceedings) whatsoever that the Bank may suffer or incur or that may arise as a result of the Bank's accepting or acting upon
3. such instructions, communication or documents. Furthermore, I/We hereby irrevocably release the Bank from all liability in the event that any telephone, e-mail, facsimile transmission or letter is not received, or is mutilated, altered, illegible or interrupted, duplicated, incomplete, unauthorized, or delayed for any reason.
4. In the event that I/We suffer any loss as a result of your honoring such instructions I/We shall have no claim or redress against you
5. I/We hereby agree to pay all fees and charges which the Bank may impose from time to time in connection with these services in the manner stipulated by the Bank
6. I/We agree that you may at any time without notice to me/us, set off or transfer any sum or sums standing to the credit of any one or more of my accounts with you in or towards the satisfaction of my liabilities to you arising out of your honoring the instructions on my/our behalf.
7. I/We agree that if I/We fail to pay on demand any sums payable hereunder, that interest shall accrue thereon from the date of such demand until judgment and full liquidation at your Prevailing Market Rate.
8. I/We agree that no delay or omission or granting of any indulgence on your part in exercising any right power, privilege or remedy in respect of this indemnity shall be construed as a waiver thereof, nor shall any single or partial exercise of any other right, power, privilege or remedy preclude any further exercise of any right, power, privilege or remedy. The rights, powers, privileges or remedies provided in this indemnity are cumulative and not exclusive of any rights, powers, privileges or remedies provided by the law.
9. It is not my/our intention that the instruction referred to above should be confirmed in writing or by telephone and I/We hereby ratify and confirm all that you shall do on my behalf by virtue of such instructions provided only that you acted only in good faith.
10. The Bank shall have absolute discretion, for any reason whatsoever, to act or not to act upon documentation received by facsimile, e-mail or letters or instructions received by telephone and/or to request verification of documents and instructions received by such means.

Dated this _____ day of _____ 20____

Authorized Signatory

Authorized Signatory

In the case of a non-corporate entity:

Name: _____

Signature: _____

Date: _____