

Letter of Indemnity

Date:...../...../.....

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The Manager,  
National Savings Bank  
..... Branch

Dear Sir/Madam,

I/We, .....(hereinafter referred to as customer/s) hereby request National Savings Bank (the Bank) to accept and to execute instructions and/or give effect to requests made to the Bank, by facsimile or by e-mail purport to come from the customer whether it is followed by written confirmation or otherwise.

The customer is aware and willing to absorb all risks involved in connection with any communications to the Bank by facsimile/e-mail whether with the customer or third parties and in particular (but without prejudice to the generally of the forgoing) risk due to errors in transmission, misunderstanding, misinterpretations or errors on the part of the Bank regarding the identity of the customer and the bank shall have no responsibility in respect thereof.

The bank shall have no obligation or responsibility to, (1) verify the authenticity of any signature on any facsimile or (2) inquire as to the authority of any person purporting or claiming to be the customer or any employee, attorney, agent or representative of the customer.

Further, I/We do hereby agree and undertake to indemnify the Bank and keep the Bank indemnified from and against any action, loss or damage arising to the bank in consequence of acting in reliance on any such communications and any actions, proceedings, costs, claims and demands in respect thereof.

It is agreed that any transaction requested as aforesaid shall be subject to the Bank's current terms and conditions (where applicable) for the time being. It is further agreed that the faxed instructions or a photostat copy thereof shall be conclusive evidence of such faxed instructions and this authority and indemnity shall not be prejudiced by any confirmation or other communication relating to such faxed instructions or by the absence thereof.

Notwithstanding the foregoing, the Bank may at any time at its absolute discretion decline to execute any instruction or request given or to accept any offer made by facsimile which is not followed by written or telex confirmation, notwithstanding that at the time of such instructions or request or offer the employee of the Bank receiving such instruction or request or offer may have indicated assent to carry out the same. The authority and indemnity shall be read and construed according to the laws of Sri Lanka.

Signed at ..... on this .....day of .....

.....  
Customer Signature/s

Witnesses:-

1. Name : ..... Signature :.....

2. Name : ..... Signature :.....