

**The Managing Director  
Guaranty Trust Bank (Gambia) Limited  
56 Kairaba Avenue  
Fajara  
K.S.M.D. The Gambia**

**INDEMNITY FOR ACCEPTANCE OF SCANNED INSTRUCTIONS ON ACCOUNT**

***This irrevocable and unconditional Indemnity is given this \_\_\_ day of \_\_\_\_\_, 202..., by ....., whose address is ..... (hereinafter referred to as “the Customer”) which expression shall where the context so admits include its agents, successors-in-title and assigns, in favour of Guaranty Trust Bank (Gambia) Limited of 56 Kairaba Avenue, Fajara, K.S.M.D. The Gambia (hereinafter called “the Bank”) which expression shall where the context so admits include its agents, successors-***

**WHEREAS:**

- 1. The Customer maintains and operates Account bearing Number/s .....with the Bank (“the Account”);**
- 2. The Customer from time to time issues scanned instruction(s) via email address .....to the Bank in respect of transactions on the Account;**
- 3. The Customer shall notify the Bank in writing of any change in his/her/their email address**
- 4. The Customer has requested the Bank to receive scanned instruction(s) in processing transactions on the Account, upon receiving prior confirmation of at least one (1) signatory to the Account;**
- 5. The Bank is willing to accede to the Customer’s request stated in the preceding paragraph, but requires an Indemnity as a precondition to acceding to the said request, in view of the risks inherent therein.**

**NOW THEREFORE IN CONSIDERATION of the Bank agreeing to receive scanned instruction(s) from the Customer as contemplated above, I/We, ....., hereby unconditionally and irrevocably declare and covenant as follows:**

**i) I/We authorize the Bank to accept scanned instruction(s) in processing transactions on the Account;**

**ii) I/We agree that the Bank may conduct a verification/confirmation of scanned instruction(s) from any signatory to the Account before processing my/our request(s); but the Bank shall bear no liability whatsoever for not conducting a verification/confirmation on a scanned document;**

**iii) I/We agree that the Bank shall bear no liability whatsoever for transaction(s) carried out on the Account on the basis of accepting scanned instruction(s);**

**iv) I/We hereby indemnify the Bank and hold the Bank harmless for any and all losses that may be suffered by me/us, and/or the Bank as a result of, or pursuant to the Bank's acceptance of the said scanned instruction(s)/confirmations, and further agree to keep the Bank indemnified against all litigations, actions and proceedings for which the Bank may be liable or losses which may be suffered by the Bank, or claims which may be incurred or made against the Bank as a result of or pursuant to the Bank acting on the said scanned instruction(s);**

**v) I/We further undertake to refund to the Bank on demand any costs or losses incurred under clause (iv) above;**

**vi) I/We hereby agree that in addition to any general lien or similar right to which the Bank may be entitled by law, the Bank may at any time and without notice to me/us combine or consolidate all or any of my/our other deposits and accounts with and liabilities to the Bank in any currency that may at any time be in possession of the Bank and set off or transfer any sum or sums standing to the credit of any one or more of such accounts or deposits in or towards satisfaction of any claim made against the Bank or loss suffered by the Bank as a result of or pursuant to the Bank acting on the said scanned instruction(s).**

**vii). I/We confirm that all approvals, consents and authorizations necessary for the discharge of my/our obligations under this Indemnity have been obtained.**

**viii). My/Our obligation herein shall not be waived/reduced by any claim by me/us against the Bank.**

**ix) If any term or provision of this Indemnity is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provision or part(s) thereof shall be struck from this Indemnity and such provision shall not affect the legality, enforceability or validity of the remainder.**

***x) Any demand in writing by the Bank to me/us for the fulfillment of my/our obligations herein shall satisfy the need for demand under this Indemnity and shall be deemed to have been sufficiently given if it is sent to me/us by post or by leaving same at my/our registered address or place of business or last known address in The Gambia.***

***xi) This Indemnity shall be a continuing obligation in respect of any and all matters connected to or arising from the Bank acting on the said scanned instruction(s).***

***xii) This Indemnity shall remain valid and in full force from the date of its execution hereof until I/we issue a letter to the Bank revoking the authority bestowed on the Bank to act on my/our scanned instruction(s).  
This Indemnity shall be a continuing obligation in respect of any and all matters connected to or arising from the acceptance by the Bank of scanned instructions from any signatory to the Account.  
This Indemnity shall be construed in accordance with the Laws of the Republic of The Gambia.***

***IN WITNESS WHEREOF the within named Company has caused its Common Seal to be affixed on the day and year stated above.***

***THE COMMON SEAL of the within named***

***..... LIMITED  
was affixed in the presence of:***

\_\_\_\_\_  
***DIRECTOR***

\_\_\_\_\_  
***DIRECTOR/SECRETARY***

***IN WITNESS WHEREOF the within named Customer has set his hand and seal on the day and year stated above.***

**Customer Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_