



## Instructions Indemnity

### To: Barita Investments Limited / Barita Unit Trusts Management Company Limited

In consideration of Barita Investments Limited / Barita Unit Trusts Management Company Limited (hereinafter referred to collectively and individually as "**BARITA**"), agreeing to accept non signature bearing instructions (whether notice, demand or other communication) from Me/Us from time to time via **e-mail** (that is, the sending of transmissions electronically between computers via telephone or other media), **oral communication** (that is, via the telephone but excluding voicemail) and/or **facsimile transmission** (that is, the sending of transmissions between fax machines via the telephone network), as may be specified in Appendix A to this Instructions Indemnity (hereafter referred to as "Appendix A") for the operation of My/Our account/s with **BARITA** without requiring written confirmation bearing actual signatures in accordance with the **BARITA** Client Agreement entered into with **BARITA** and Me/Us (such instructions being hereafter referred to as "the Instructions"), I/We confirm that:

1. I/We shall provide **BARITA** with (a) an executed original statement in the form of Appendix A, or an equivalent document; and (b) such other documentation as **BARITA** may request evidencing that this authorization and all related documents have been properly authorized and are in conformity with any other rules, regulations or laws to which I/We may be subject (hereinafter referred to as the "*Authorization Documentation*" or "authorization").
2. I/We may, from time to time, add or remove accounts or change the medium for sending Instructions by delivering to **BARITA** an executed original statement in the form of Appendix A, or an equivalent document, which shall be effective no later than the second business day after receipt by **BARITA** and shall not affect **BARITA'S** actions or omissions prior to such effective date.
3. I/We agree to strictly limit information about the contents of this authorization to My/Our officers and employees who need to know, and to use My/Our best effort to ensure that such officers and employees at all times treat the contents hereof with strict confidentiality in order to maintain the security of the procedures established hereby. I/We shall immediately notify **BARITA** of any breach or suspected breach or compromise of the security established hereby.
4. I/We agree that: (a) as long as **BARITA** acts in accordance with the signed *Client Agreement* and this *Instructions Indemnity*, **BARITA** shall have no further duty to verify the content of any instruction or communication or the identity of the sender or confirmer thereof and I/We expressly agree to be bound by any instructions and communications contained therein, whether or not authorized and regardless of the circumstances prevailing at the time of the Instruction or Authorization, sent in My/Our name and accepted by **BARITA**; and (b) **BARITA** is authorized to rely on and act in accordance with each Instruction or Authorization Documentation received in My/Our name in accordance with this authorization, including without limitation, instructions to pay money or otherwise debit or credit any account, or relating to the disposition of any money, securities or documents or purporting to bind Me/Us to any agreement or other arrangement with **BARITA** or with any other person or to commit Me/Us to any other type of transaction whatsoever, regardless of the nature of the transaction or arrangement or the amount of money involved notwithstanding any error or misunderstanding or lack of clarity in the terms of such Instruction.

5. I/We agree that in the case of joint account holders where the signing instructions on the joint account are for “anyone to sign”, that is, any one of the joint account holders may sign : (a) the execution of this Instruction Indemnity by one account holder authorizes any/ all other joint account holder(s) to give non-written instructions, without the need for that joint account holder(s) to execute the said Instruction Indemnity; and (b) notice of the terms of this *Instructions Indemnity* to one joint account holder is deemed to be notice to any/all other joint account holder(s), and all joint account holders will be bound by the terms of this *Instructions Indemnity* and any Instructions given in relation to the joint account pursuant thereto. I/We undertake to inform all joint account holder(s) of the execution of this Instruction Indemnity and the terms contained herein.
6. I/We acknowledge that in the case of a joint account where the signing instructions on the account are NOT for “anyone to sign”, that is two (2) or more persons must sign or there are special signing instructions, all parties to that account must execute this *Instructions Indemnity*. I/We understand however that an Instruction Indemnity in relation to oral communication shall not apply to any joint account where two (2) or more persons must sign or there are special signing instructions. Oral instructions will not be acted on in relation to that joint account.
7. The *Instructions Indemnity* shall not oblige **BARITA** to act on any instructions received by **BARITA** pursuant to this *Instructions Indemnity*. **BARITA** shall not be held liable to Me/Us in the event that it receives Instructions from Me/Us and decides not to act pursuant to those Instructions whether or not **BARITA** notifies Me/Us of such decision.
8. I/We acknowledge that Instructions given in accordance with this *Instructions Indemnity* will not apply to the following types of transactions: (i) changing signing instructions on accounts; (ii) adding persons to existing accounts; and (iii) applications for Loans, Hypothecations and Guarantees.
9. I/We acknowledge that the security procedures provided by **BARITA** are designed to verify the source of a communication and not to detect errors in the Instructions or content including discrepancies between account names and numbers and that **BARITA**, or any intermediary, may execute an Instruction by reference to the account number only, even if the name on the account is also provided.
10. I/We hereby irrevocably agree that as long as **BARITA** acts in compliance with the Instructions and Authorization Documentation, I/We shall at all times keep **BARITA** fully indemnified and shall at all times hold **BARITA** free and harmless from and against any and all responsibility for, and any and all costs, claims, actions, proceedings, demand, losses, diminution in value of property, damages, expenses or liabilities incurred or sustained by **BARITA** of any nature whatsoever (including direct or indirect losses and whether remote or not) and howsoever arising out of or in connection with the Instructions resulting from **BARITA** having acted in accordance with the whole or any part of the Instructions and Authorization Documentation or having exercised (or failed to exercise) the discretion conferred upon **BARITA** in Clause 4 above, together with any and all attendant costs and expenses including **BARITA's** reasonable legal fees and expenses, (collectively referred to as "Losses"). I/We irrevocably hereby agree, upon demand to fully indemnify and hold **BARITA** free and harmless from and against any and all Losses and on demand to pay such amounts to **BARITA**. This paragraph shall survive the termination or invalidity of this authorization or any portion hereof.
11. This authorization may be terminated by either party hereto upon ten (10) days prior written notice to the other, provided, however, that this authorization may be terminated by **BARITA** immediately without notice in the event **BARITA** deems the security of the Authorization Documentation established hereby has been materially compromised or breached; and provided further that termination by **BARITA** or me/us shall not affect **BARITA's** rights or release me/us from my/our obligations, including without limitation, to indemnify **BARITA**, with respect to any Instructions received by **BARITA** prior to termination.





**APPENDIX A**

Date ...../...../.....  
 dd mm year

This Instructions Indemnity Agreement covers instructions sent to **BARITA** via:

**Email**  
**Email Address** .....

.....

**Oral Communication** (shall **NOT** apply to joint accounts where 2 or more persons are to sign or where there are special instructions)

**Facsimile transmission**

The accounts listed below are to be included in/removed from this Instruction Indemnity:

Add (A) or Remove (R)	Account #	Account / Client Name	Account Type

BARITA is hereby requested and authorized but not obliged to rely upon and act in accordance with Instructions (whether notice, demand or other communication) transmitted via the medium specified above from the persons listed below, without BARITA having to inquire as to the authority or identity of the person giving or purporting to give the Instructions and regardless of the circumstances prevailing at the time of such Instructions:

.....  
 Name of Authorized Person

.....  
 Signature of Authorized Person

.....  
 Name of Authorized Person

.....  
 Signature of Authorized Person

.....  
 Justice of Peace/Notary Public

.....  
 Date

**SEAL**

**INTERNAL USE**  
**Checked/Approved by:**  
**Date:**