

**TO: Kenya Commercial Bank Limited**

It would be convenient and in my/our interests if I/ We could at anytime and from time to time send instructions by means of electronic mail (meaning the sending of transmissions electronically between computers via the telephone networks) and/or means of Facsimile transmissions (meaning the sending of transmissions between Facsimile machines via the telephone networks) to Kenya Commercial Bank Limited (“KCB”) in relation to any and all my/ our existing accounts, facilities and other arrangements with KCB and any accounts, facilities and other arrangements with KCB and any accounts, facilities which I/we may now or in the future have with KCB (instructions sent by such transmissions being hereinafter referred to as “E-mail / Facsimile instructions”). In consideration of KCB agreeing to accept E-mail/Facsimile instructions from me/us as aforesaid, I/We agree: -

1. **THAT KCB** may act on any E-mail/ Facsimile instructions given by me/us from time to time, and I/ We voluntarily and with full knowledge take and assume any and all risks associated therewith;
2. **THAT** once E-mail/ Facsimile instructions have been sent to KCB purported by the person (or by any of the persons if more than one) specified below, KCB shall have no obligation to check or verify authenticity or accuracy of such E-mail/ Facsimile instructions purporting to have been sent by me/us and may act thereon as if the same had been duly given by me/us;
3. **THAT** in acting on E-mail/ Facsimile instructions, KCB shall be deemed to have acted properly and to have fully performed all the obligations owed to me/us, notwithstanding that such E-mail/ Facsimile instructions may have been initiated, sent or otherwise communicated in error or fraudulently, and I/We shall be bound by any E-mail/ Facsimile instructions on which KCB may act if KCB has in good faith acted in the belief that such E-mail/Facsimile instructions were given by me/us;
4. **THAT KCB** may, in its absolute discretion, decline to act on or in accordance with the whole or any part of an E-mail/ Facsimile instruction pending further enquiry or further confirmation (whether written or otherwise) by me/us, so however that KCB shall not be under any obligation to so decline in any case, and KCB shall in no event or circumstance be liable for not so declining and
5. **To** release from and indemnify against all claims, losses, damages, costs and expenses howsoever arising in consequence of, or in any way related to KCB having acted in accordance with the whole or any part of any E-mail/ Facsimile instruction exercised (or failed to exercise) the discretion conferred upon KCB in Clause 4 above.

Dated this .....date  
of.....20.....

**For Company**

**EXECUTED** by the said Company )  
..... )  
..... )  
..... )  
in the presence of - )

Director )  
 )  
 )  
Director/ Secretary )

**For Partnership**

Name of the Partner: ..... Signature .....

Name of the Partner: ..... Signature: .....

**For Individuals**

Name of Individual : ..... Signature: .....

Name of Individual (Joint A/C member) : ..... Signature: .....

**In the presence of**.....

**(Print name of Notary Public)**

**Signature:** .....

**Account Number:**..... **E-mail Address** .....