



# INDEMNITY IN RESPECT OF FACSIMILE AND TELEPHONE INSTRUCTIONS

This deed of indemnity is granted by \_\_\_\_\_ (“Customer”) in the favour of ASB Bank Limited (which expression shall include where the context required any of our subsidiaries and all respective successors and assigns) (“ASB”).

In consideration of ASB providing services upon request from time to time in accordance with the terms of this deed, the Customer acknowledges and agrees as follows:

ASB may (but ASB are not bound) to rely upon and act in accordance with any instruction or communication (each an “Instruction”) which may from time to time be, or purport to be (whether by reason of forgery, alteration or otherwise), given by or on behalf of the Customer by an authorised signatory by telephone and/or facsimile regardless of the circumstances prevailing at the time of an instruction.

ASB will be entitled to treat any instruction as fully authorised by and binding upon the Customer and ASB shall be entitled (but not bound) to act and take such steps in connection with or in reliance upon an Instruction as ASB may in good faith consider appropriate. This is whether an Instruction includes or is an instruction to pay money or otherwise to debit or credit any account, or relates to the disposition of any money, securities or documents, or purports to bind the Customer to any agreement or other arrangement with ASB or with any other person or to commit the Customer to any other type of transaction or arrangement whatsoever, regardless of the nature of the transaction or arrangement or the amount of money involved and notwithstanding or lack of clarity in the terms of an Instruction.

Without prejudice to the generality of the foregoing, ASB will not be liable for any losses or damages that the Customer may suffer or incur if ASB acts on an Instruction transmitted by facsimile upon which the purported signature of one or more authorised signatories appears or if other details in the Instruction are altered or otherwise forged, provided only that ASB acts in good faith believing such person to be an authorised signatory or such signature to be genuine.

The Customer undertakes to indemnify ASB and to keep ASB indemnified against all losses, claims, actions, proceedings, demands, damages costs and expenses (including without limitation, legal fees and allocated costs for in-house legal services) (collectively “Damages”) incurred or sustained by ASB of whatsoever nature and howsoever arising except in the event such Damages are directly caused by ASB’s negligence or wilful misconduct.

This indemnity is subject to the terms and conditions upon which all Customer’s accounts with ASB are maintained and operated.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Executed as a deed by the Customer:

\_\_\_\_\_  
Individual/Director/Trustee

\_\_\_\_\_  
Individual/Director/Trustee

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Full Name

In the Presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address