(TO BE STAMPED IN ACCORDANCE WITH THE LOCAL STAMP ACT)

# LETTER OF INDEMNITY FOR FAX/E-MAIL INSTRUCTIONS TO THE BANK

Date: | D | D | M | M | Y | Y | Y | Y |

To: The Manager
The RBL Bank Ltd,
____________________________________________
____________________________________________
____________________________________________

Dear Sirs/Madam,

(1) I/We ______________________________________hereby request you to act in accordance with any instructions, information, or other communications furnished to you, or which reasonably appear to have been furnished to you, by me/us or on my/our behalf, by means of fax (telephone facsimile transmission) or by email (electronic mail) (hereinafter referred to as the **"Electronic Instructions"**) in relation to the account(s) opened and maintained by us with you and / or other services / facilities availed by us from the Bank. This applies whether the said Electronic Instructions are transmitted directly to a fax machine or to a computer owned by you or otherwise at any time, and in relation to any business or transactions, which I/we may have with you, the RBL Bank Limited ("Bank"), or in which the Bank may be acting on my/our behalf or in accordance with my/our Electronic Instructions.

(2) In consideration of your agreeing to accept from me/us, notwithstanding the terms of the relevant mandate, from time to time instruction purporting to come from me/us in the form of Electronic Instructions in relation to the said Accounts and /or other services/facilities availed by us from the Bank , I/we hereby irrevocably and unconditionally agree, undertake and confirm that:

i. I/we am/are aware of the possible risks involved in connection with the giving of any Electronic Instructions in as much as, but not limited to the Bank not being in a position to verify my/our signatures on such Electronic Instructions, some third party forwarding/sending Electronic Instructions purportedly with respect to my/our above said Account(s) and /or other services availed by us from the Bank and as given by me/us and the Bank not being able to distinguish that such Electronic Instructions have not come from me/us.

ii. You are hereby irrevocably and unconditionally authorized to act on any Electronic Instructions, which you in your sole discretion believe emanate from me/us and you shall not be liable for acting on Electronic Instructions which emanate from unauthorized individuals or in any other circumstances whatsoever.

iii. I/We have received a copy of your procedures for issuing Electronic Instructions and completely understood them and shall adhere to the procedures listed therein.

iv. The designated facsimile number/email Id from where the fax/email requests shall be sent to the Bank by me/us is appended as an annexure to this indemnity [Annexure A]
If there is a change in the facsimile number(s)/email Id(s), I / we hereby undertake to forthwith intimate the Bank in writing about such change and provide the new facsimile number (s)/email Id (s) from where the Electronic Instruction shall be received by the Bank.

v. The officials along with their telephone number for telephonic confirmation (call back), if so required, is appended as an annexure to this indemnity [Annexure B]. If there is any change in the designated officials or telephone number(s), I / we hereby undertake to forthwith intimate the Bank in writing about such change and provide the new telephone number(s) and name and designation of such new person.

vi. I/We hereby irrevocably and unconditionally undertake to confirm the abovementioned transactions, by signing (signed by our authorized signatories as per mode of operation / board resolution) and submitting the original instructions **maximum within 2 days after the transaction(s) has/have been effected.** Failure to confirm as aforesaid shall not affect the authorisation, indemnity or waiver contained herein.

vii. To avoid duplication, I/we agree to clearly mark on the original instructions with these wordings,

***"Faxed on [dd/mm/yy]. For Confirmation Only"***

(3) In consideration of your agreeing to act on our above authorisation, we hereby indemnify and undertake to keep you fully indemnified, at all times against, and to save you harmless from and against all liabilities, claims, demands, actions or proceedings, losses, expenses and all other liabilities of whatsoever nature or description which may be suffered or incurred by you either directly or indirectly in relation to your accepting Electronic Instructions or acting on such Electronic Instructions purportedly from me/us, whether or not the same are from me/us and /or confirmed in writing by submitting the original instruction by me/us and we hereby further waive all my /our rights, claims, demand, expenses, actions or proceedings which I/we may have against you for any losses or liabilities we may suffer as a consequence of your acting on Electronic Instructions or enquiries in accordance with point 1 above.

(4) I/We understand that your agreeing to act on my/our said Electronic Instructions may be revoked at any time by you without notice to us at your absolute discretion and without assigning any reason whatsoever. Nothing herein obliges you, the Bank to act on my /our Electronic Instructions.

(5) I/we hereby represent and warrant that this indemnity has been duly executed and delivered by the duly authorized representative(s) and constitute a legal, valid and binding obligation and shall be enforceable against me/us in accordance with its terms.

(6) This Indemnity shall be subject to the jurisdiction of the courts of the [Mumbai] and be governed under Indian law.

For (Customer Name): ______________________________

(Signature of Authorized Signatory/ies
with Name & Designation)

(Stamp of the Company)