

Please consider the clauses that follow carefully as they limit the bank's liability and constitute an assumption of risk by you.

I request The Standard Bank of South Africa Limited (you) to act on instructions I send to you by fax transmission or email message.

Yes  No

I acknowledge that it is not possible for you to check the authenticity of all fax transmissions or email messages that claim to come from me.

You have told me that you are willing to act on such fax transmissions or email messages that claim to come from me, if you get this release and indemnity.

**By signing this release and indemnity I:**

- 1 agree that all fax transmissions, email instructions, mandates, consents, commitments, resolutions, minutes of meetings and any other documents, which claim to come from me (claimed instructions) will be treated as having been given by me in the form actually received by you. The claimed instructions may, as a result of the malfunction of equipment, the distortion of communication links and the like, be different to that intended or sent - and you will be bound by them;
- 2 waive any rights I may have now or in the future against you for direct or indirect losses or damages I may suffer because you acted on any claimed fax transmissions or email instructions. I indemnify you in the case of any claims, demands or actions made against you or losses or damages suffered by you because you acted on any claimed fax transmissions or email instructions;
- 3 agree that you are not liable for errors or delays in transmissions, or the misinterpretation on receipt, or for any loss or damage no matter how caused as a result of allowing this arrangement, excluding losses arising from the proven unlawful or fraudulent acts of your employees;
- 4 agree to carry out and keep to any procedures or restrictions or both, imposed on me by you about the sending of fax transmissions or email instructions to you;
- 5 agree that the release and indemnity will not be affected by any failure by you to impose any or sufficient procedures or restrictions or to ensure that any, or all of them are complied with;
- 6 agree that you will not be obliged to act on any claimed instructions and that you may at any time on written notice sent to me withdraw from the arrangements made in this document;
- 7 agree to give the original document(s) related to the underlying agreement for which payment is made and that are needed for the payment(s) made on my behalf, to you for endorsement as needed in terms of Exchange Control Regulations and Rulings. I understand that you are required by the South African Reserve Bank (SARB) to endorse the original documents as you do not have authority from the SARB to not receive original documents for foreign exchange payments; and
- 8 No requests will be processed if SBSA is unable to authenticate the request.

**Signatures**

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_  
Name Signature

**Witness**

\_\_\_\_\_  
Name Signature

\_\_\_\_\_  
Personnel number (if this applies)