

IMPORTANT NOTICE

Customers should consider the possible risks inherent in the giving of instructions by facsimile. Non-original signatures on the facsimiles may be forged and instructions given by facsimile may be transmitted to wrong numbers, may never reach our Bank and may thereby become known to third parties thus losing their confidential nature. Our Bank accepts no responsibility for the occurrence of any such circumstances or for any action, claim, loss, damage or cost arising or incurred by customers as a result of or in connection with any such circumstances or the giving of any such instructions by facsimile. Customers are and continue to be solely responsible for making their own independent appraisal and assessment of any possible risks in relation to the giving of any such instructions. Accordingly, customers should not authorise our Bank to accept instructions by facsimile unless they are prepared to undertake such risks and have satisfied themselves in all respects with regard to such authorisation.

To: The Manager
HSBC Bank (Mauritius) Limited
6th Floor, HSBC Centre
18 CyberCity, Ebene
Mauritius

LETTER OF INDEMNITY

Account Name:
Account Number:

In consideration of your agreeing to accept from us, notwithstanding the terms of the relevant mandate, from time to time instructions purporting to come from us in the form of facsimile not bearing an original signature ("faxed instructions") in relation to our account(s) referred to above without requiring written confirmation in respect of any faxed instruction prior to acting thereon, we confirm that:-

- (1) We are aware of the possible risks involved in connection with the giving of any faxed instruction and have taken note of, and acknowledge our understanding and agreement to, the "Important Notice" above.
- (2) You are hereby irrevocably and unconditionally authorised to act on any faxed instruction which you in your sole discretion believe emanate from us or otherwise appears to comply with the terms of the mandate for the above account(s) and you shall not be liable for acting in good faith on faxed instructions which emanate from unauthorised individuals or in any circumstances whatsoever.
- (3) In the case of any faxed instructions, your Bank may refuse to act if such instructions are not in the reasonable opinion of your Bank sufficiently clear to be read accurately and, in such event, your Bank shall be entitled not to act upon such instructions until it has established to its reasonable satisfaction the precise details of those instructions.
- (4) In particular you shall not be under any duty to verify the identity of the person or persons giving any faxed instructions purportedly made on our behalf or the authenticity of any signature on any faxed instruction.
- (5) Any transaction made (including without limitation any transfer of funds from our account(s) referred to above) or service effected (including without limitation any request for change of address, certificate of balance or stop payment of cheques) pursuant to any faxed instruction shall be binding upon us whether made with or without our authority, knowledge or consent and we shall confirm the same in writing, such confirmation in each case to be signed on our behalf in accordance with the terms of the mandate and forwarded on the business day upon which such faxed instructions are given.
- (6) We undertake to keep you indemnified at all times against, and to save you harmless from all actions, proceedings, claims, loss, damage, costs and expenses which may be brought against you or suffered or incurred by you and which shall have arisen either directly or indirectly out of or in connection with your accepting faxed instructions from us and acting thereon, whether or not the same are confirmed in writing by us.
- (7) This Letter of Indemnity shall remain in force until receipt by your Bank of notice in writing from ourselves varying or purporting to vary or revoke this Letter of Indemnity signed by an authorised officer(s).

IN WITNESS whereof this letter of indemnity has been duly executed by us this day of

Signed by: _____) _____)
for and on behalf of: _____) _____)
Position: _____) _____)
Full name: _____) _____)

in the presence of:

Signature of _____)
Witness: _____)
Full name: _____)
Passport/ID No: _____)