

Letter of Authority & Indemnity
[For Transaction Instructions and Exchange of Information through Email and/or Fax]

Date:

Manager
Eastern Bank PLC
_____ Branch

Dear Sir,

This is with reference to the Manually Initiated Transaction Facility (the "**Facility**") provided by Eastern Bank PLC (The "**Bank**"), whereby I can give the Bank authority and indemnity for acting on instructions/communications (the "**Instructions**") by officially registered email (any reference to an "email" in this Letter of Authority and Indemnity shall include scanned copy of the original instruction or the original request letter addressed to the Bank duly signed by the authorized signatories/persons, which has been attached to that email) for execution of fund transfers, issuance of Pay Orders, Demand Drafts, and/ or other related transaction Instructions.

I hereby authorize your bank to accept transaction INSTRUCTION from my following email ID() that have been registered and maintained by the bank as my email address against my deposit accounts and remain valid & effective until I notify the Bank in writing of the withdrawal of this Letter of Authority and Indemnity or to otherwise make amendments to the Email ID stated below by a letter signed by me .

Email ID: _____

Notwithstanding the terms on any existing or future mandate or other agreement or course of dealing between your Bank and me, I, the undersigned hereby request and authorize the Bank (but the Bank is not obliged) to act on any INSTRUCTION for any purpose (including but not limited to the operation of all my accounts and in respect of credit and/or other facilities or banking arrangements with the Bank which may from time to time be given or purport to be given through email. The Bank shall be entitled to treat such INSTRUCTION as fully authorized by and binding upon me and the Bank shall be entitled (but not bound) to take such steps in connection with or in reliance upon such notice or Instruction as the Bank may in good faith consider appropriate, regardless of the nature of the transaction or arrangement and notwithstanding any error or misunderstanding or lack of clarity in the terms of such INSTRUCTION.

I understand, acknowledge and confirm my awareness of the numerous risks inherent and associated in conveying Instruction to the Bank email (including but not limited to damages incurred as a result of interception of any and/or email, failure of any encryption of any attachment to an email, viruses within the machine or terminal, lack of clarity in the INSTRUCTION and any risks associated with the Bank processing a forged/tampered INSTRUCTION in good faith) and hereby confirm my acceptance of all risks which may arise time to time and unconditionally agree that all risks shall be fully borne by me and the Bank will not be liable for any losses or damages arising as a consequence of the Bank acting (without being obliged to) on any INSTRUCTION by me or purporting to be from me received by the Bank provided the Bank has acted in good faith.

In consideration of the Bank agreeing to the act on the INSTRUCTION (s), I agree, understand and undertake:

- a) that the Bank may (without being obliged to) require the INSTRUCTION to contain an identification code or test specified to the Bank from time to time and I shall ensure secrecy and security of such code or test and I shall be solely responsible for any improper use of such code or test;
- b) that the Bank will check to see that email ID and domain appearing on the email is same as one of the above. The Bank is entitled to rely on any Instruction made via above email (if only attached with duly signed Original Instruction in relevant forms/format of the bank) and may treat all Instruction received as authorized and valid. The Bank is not under any obligation to review whether an Instruction conflicts with any other Instruction or mandate of the company. However, the Bank reserves right to decline or delay or demand explanation to act on an Instruction where it doubts legality, origination or authorization and/or on matter pertaining to applicable laws including but not limited to anti-money laundering and anti-terrorism laws and it may after making reasonable inquires to the company take steps as it deem fit.
- c) that execution of transaction request received via email is subject to Bank's internal policy, procedures and regulatory & statutory obligations. The Bank reserves the right to refuse, reverse, or hold any transaction Instruction if there is any breach or any other reason whatsoever.
- d) that there may be a reasonable time lag in transmission of Instruction and shall not hold the bank liable for any delays in executing the Instruction so long as the delays are reasonable and justified or depends on third party's system (e.g. BEFTN & RTGS transaction). Also, the Bank shall not be held accountable or liable for any loss and inconvenience upon occurrence of any event over which it has no control, including but not limited *Force Majeure* events.

- e) I further confirm that I shall be bound by the contents of email transmitted to you, and that in the event of any discrepancy in email and in the original transaction instructions, the message as contained in email which shall be deemed to be the primary document evidencing our instructions and shall prevail;
- f) that the Bank will not be liable for any failure or delay in acting on any INSTRUCTION by reason of any breakdown or failure of transmission or communication equipment or facilities for whatsoever reason (including without limitation any misdirection of the INSTRUCTION within the Bank) for any reason or cause beyond the control of the Bank;
- g) that this Letter of Authority and indemnity covers all existing accounts with the Bank in addition to covering any future accounts which may be opened by the same legal entity with the Bank;
- h) that this Facility will be used for statutory payments like Customs Duty, Excise duty,-, favoring the Government, Bangladesh Bank and to other government organizations/undertakings, for transfers to other accounts maintained by me with you or with any other bank, also to specific beneficiaries that I shall protect, defend, hold harmless, indemnify and keep the Bank and its shareholders, directors, employees and officers fully indemnified of, from and against any and all claims, losses, damages, liabilities, obligations, demands, penalties, actions, causes of action, proceedings, judgments, suits, costs and expenses of any kind (including legal costs) and howsoever arising which are imposed or may be imposed on, incurred or that may be incurred, asserted or which may be asserted against, suffered or that may be suffered by the Bank or be required to be paid by reason of or as a result of the Bank's compliance with our INSTRUCTION due to my mistake, error or any other activity which may give rise to such claims/damages/losses/liabilities/obligations/demands/penalties/cause of action/proceedings/judgments/suits, costs and expenses of any kind (including legal costs);
- i) to fully, irrevocably and forever waive, release and discharge and relieve the Bank from any and all claims, obligations and rights whatsoever and howsoever arising, that I may have against the Bank (if any) by reason of or as a result of the Bank's compliance with our INSTRUCTION due to my mistake, error or any other illegal activity;
- j) that the Bank can send the account statements, reports, advices, swift messages and other communications related with transactions to the email IDs mentioned above.
- k) The Bank reserves the unconditional right to discontinue the availability of this Facility to me by issuing at least two weeks' notice, either in writing or through e mail, forwarded to the address registered with the Bank;
- l) These presents shall be governed by the laws, regulations, decrees, administrative rules and orders valid in the Peoples Republic of Bangladesh and shall be subject to jurisdiction of Courts in Bangladesh exclusively;

I/ acknowledge the risks outlined in this indemnity and agree to indemnify the Bank and hold it harmless against any losses i/we might suffer as a consequence of signing this Indemnity.

Account Holder