

To:
Everdon Bureau De Change
Foresight House
163/165 Broad Street,
214 Broad Street,
Lagos State

INDEMNITY FORM

IN CONSIDERATION of **EVERDON BUREAU DE CHANGE, ITS RELATED COMPANIES OR AGENTS** (hereinafter referred to as “**EBDC**”) agreeing to accept and act upon any such instructions, communications and documents by electronic mail (email), telephone, mobile text messages (SMS), letters, or any other internet device(s) and social media platform (e.g. Twitter, Facebook, LinkedIn, WhatsApp, Instagram etc);

AND ALSO,

IN CONSIDERATION of **EVERDON BUREAU DE CHANGE, ITS RELATED COMPANIES OR AGENTS** (hereinafter referred to as “**EBDC**”) agreeing to accept and act upon any payment instructions to any beneficiary particularly third-party beneficiaries;

I/We.....of.....
.....hereby irrevocably undertake to indemnify **EBDC** and hold it harmless from and against all costs (including without limitation legal fees and expenses, claims, losses, liabilities, damages and proceedings) whatsoever that **EBDC** may suffer or incur or that may arise as a result of the **EBDC**'s accepting or acting upon such electronic instructions, communication and documents;

I/We also irrevocably and unconditionally undertake to indemnify and keep indemnified **EBDC** against any claims, losses, liabilities, damages, proceedings, legal fees and expenses, costs, or charges it may incur as a result of honouring electronic payment instructions in favour of any beneficiary particularly third-party beneficiaries.

I/We hereby formally, unreservedly, irrevocably and unconditionally declares and covenants as follows:

1. That **EBDC** is hereby authorized, in its sole discretion, to consider and/or act upon communications instruction(s) as stated above without the necessity of any original signature(s) or conformity of the instruction with any other mandate or the requirement of any other confirmation on the part of **EBDC**.
2. The I/We are fully aware that electronic communication instructions are unsecure means of communication and are therefore prone to the risk of omissions, errors, mis-statements, non-receipts, fraud and/or other unauthorized interventions by third parties, all such risk which I/We hereby fully assume.
3. The **EBDC** may, but is not obliged to seek telephone confirmation or other form(s) of alternate confirmation different from that used by me/us; and shall exercise its

discretion to proceed or refrain from acting upon such instruction in the event that **EBDC** is unable to obtain satisfactory confirmation thereof, or has any reason to doubt the authenticity of an the instruction or the confirmation received in respect thereof.

4. **EBDC** has no obligation whatsoever to confirm or verify the identity of the person(s) sending any electronic instruction or the genuineness of any electronic instruction. Any transaction processed pursuant to receiving such electronic instruction and payment instructions to any beneficiary particularly third party beneficiaries shall be binding on the Customer for all intents and purposes and whether made with or without my/our authority, knowledge or consent.
5. I/We shall ensure the security of my/our email address(es) and electronic devices; and shall inform **EBDC** forthwith upon the happening of any circumstance(s) likely to render the continued adherence to such electronic instructions unsafe.
6. **EBDC** shall endeavour to refrain from processing an electronic instruction upon receiving a notification pursuant to Clause 5 above. This shall however be without prejudice to my/our covenants and obligations herein in respect of any transaction processed whether prior or subsequent to the notification.
7. **EBDC** shall retain the sole discretion to process an electronic instruction, or any part thereof; and shall not be under any obligation to provide reasons for failing so to do.
8. I/We hereby waive all right of action or defences I/We may have against **EBDC** in connection with all matters contemplated herein, and shall further hold **EBDC** free and harmless from any responsibility, liability or adverse consequence (whether direct or indirect) in connection with receiving, considering and/or processing my/our electronic instruction(s). I/We shall further indemnify and keep **EBDC** fully indemnified against all litigations, actions, claims, loss, damage, costs and/or expenses which may be brought against **EBDC** or suffered or incurred by **EBDC** and which may have arisen either directly or indirectly out of or in connection with **EBDC** receiving, consideration and/or processing my/our electronic instruction(s) as well as payment instructions to any beneficiary particularly third party beneficiaries.
9. This Indemnity shall be a continuing obligation in respect of any and all matters connected to or arising from **EBDC**'s receipt, consideration or processing of my/our electronic instructions and payment instructions to any beneficiary particularly third party beneficiaries.

For the convenience of the Parties, this agreement may be executed electronically and in counterparts. The electronic execution shall be binding, and each counterpart shall be binding, and all of them shall constitute one and the same instrument.

This document shall be governed by the Laws of the Federal Republic of Nigeria and I hereby execute same as a Deed and cause it to be delivered and take effect from the date stated below.

Designated E-mail Address(es) and Phone Number(s)	
Primary E-mail	
Alternate E-mail	
Primary Phone Number	
Alternate Phone Number	

Signature

Date

In the presence of:

Witness :

Occupation :

Date :

Signature :

THE COMMON SEAL of **EVERDON BUREAU DE CHANGE LIMITED** was hereunto affixed this day of..... in the presence of:

Director

Secretary/Director