

**INDEMNITY IN RESPECT OF  
FACSIMILE AND TELEPHONE INSTRUCTIONS**

This letter of indemnity is executed as a deed on the date written below between National Bank of Fiji Limited trading as Colonial National Bank ("**we/us/our**"), which expression shall include where the context requires any of our subsidiaries and all respective successors and assigns and ("**you/your**")

\_\_\_\_\_  
*(Account name & Account Number)*

You request and authorise us (but we are not bound) to rely upon and act in accordance with any instruction or communication (each an "**Instruction**") which may from time to time be, or purport to be (whether by reason of forgery, alteration or otherwise), given by or on behalf of you by an authorised signatory by telephone or facsimile regardless of the circumstances prevailing at the time of an Instruction.

We will be entitled to treat any Instruction as fully authorised by and binding upon you and we shall be entitled (but not bound) to act and take such steps in connection with or in reliance upon an Instruction as we may in good faith consider appropriate. This is whether an Instruction includes or is an instruction to pay money or otherwise to debit or credit any account, or relates to the disposition of any money, securities or documents, or purports to bind you to any agreement or other arrangement with us or with any other person or to commit you to any other type of transaction or arrangement whatsoever, regardless of the nature of the transaction or arrangement or the amount of money involved and notwithstanding any error or misunderstanding or lack of clarity in the terms of an Instruction.

We will inform you of telephone extensions that must exclusively be used. You acknowledge that telephones may be connected to a voice recording system and agree to any and all recording of telephone calls between you and us and that any recordings may be used as evidence in court of law. You will ensure that any of your representatives have agreed to such recordings before calling us. If our records about any communication differ from yours, our records will govern. In the case of any dispute, you will be entitled to listen to these recordings.

Without prejudice to the generality of the foregoing, you agree that we will not be liable for any losses or damages that you may suffer or incur if we act on any telephone Instruction, whether or not such Instruction is authorised by an authorised signatory or if we act on an Instruction transmitted by facsimile upon which the purported signature of one or more authorised signatories appears or if other details in the Instruction are altered or otherwise forged, provided only that we act in good faith believing such person to be an authorised signatory or such signature to be genuine.

In consideration of us acting in accordance with the above terms you undertake to indemnify us and to keep us indemnified against all losses, claims, actions, proceedings, demands, damages, costs and expenses (including without limitation, legal fees and allocated costs for in-house legal services) (collectively "**Damages**") incurred or sustained by us of whatever nature and howsoever arising except in the event such Damages are directly caused by our negligence or wilful misconduct.

This indemnity is subject to the terms and conditions upon which all your accounts with us are maintained and operated.

Dated at        this        day of        200

**Executed By:**

\_\_\_\_\_  
*(Customer name)*

**Signed By:**

Authorised Signatory

\_\_\_\_\_

Full Name

\_\_\_\_\_

**Signed By:**

Authorised Signatory

\_\_\_\_\_

Full Name

\_\_\_\_\_

**In the Presence of:**

Signature

\_\_\_\_\_

Full Name

Occupation

Address