

## Email/Telephone Indemnity Form - Individual

## To: The Manager

## RELEASE AND INDEMNITY FOR TELEPHONE/FAX/E-MAIL INSTRUCTIONS - INDIVIDUAL/JOINT ACCOUNT

- A. Whereas I/We have instructed UMB Stockbrokers (hereinafter referred to as UMBS) to act on instructions transmitted by me/us to UMBS via telephone, facsimile or electronic mail transceiver (hereinafter referred to as telefax/e-mail instructions).
- B. And whereas UMBS has informed me/us that it is prepared to act on telefax/e-mail instructions which purport to emanate from me/us provided it receives a suitable release and indemnity against certain claims, losses, damages, demands and actions.
- C. And whereas I/We am/are prepared to give such release and indemnity, NOW THEREFORE, I/We, the undersigned account holder(s)

## **DO HEREBY**

- 1. Acknowledge that it is not practicable for UMBS to establish authenticity of all messages telefaxed/e-mailed to UMBS which purport to emanate from me/us.
- 2. Agree that all telefax/e-mail instructions, mandates, consents, commitments and the like which purport to emanate from me/us shall be deemed to have been given by me/us and I/We shall be bound thereby.
- 3. Release UMBS, its officers and staff from all claims, damages, losses, demands, actions of whatsoever nature which may be brought against me/us or which I/We may suffer or incur as a result of UMBS acting or for reasonable causes, not acting on any purported telefax/e-mail instructions.
- 4. Indemnify UMBS and hold it harmless from all claims, damages, losses, demands, actions of whatsoever nature which may be brought against the company or which it may suffer or incur arising from acting, or for reasonable causes, not acting on any purported telefax/e-mail instructions or arising from the malfunction, failure or unavailability of any telephone, facsimile or email transceiver, the loss or destruction of any data, the failure, interruption or distortion of any communication lines or the reliance by any person on any incorrect, incomplete or inaccurate information or data in any purported telefax/e-mail instructions received by UMBS.
- 5. Understand that this Release and Indemnity absolves UMBS in respect of losses or damages suffered by me/us as a result of any unlawful or fraudulent transactions on my/our account which may occur due to telefax/e-mail instructions I/We issue to UMBS.



This Indemnity shall expire as soon as a written instruction is received from me/us to that effect at a reasonable time before the close of business to the public.

Name [	Name [	_
Signature L Date L	Signature L Date L	
Tel.: [	Tel.: L	
E-mail L	E-mail L	_
In the presence of:		
Name of Witness		
Signature of Witness L	Date [	
Talanhana		