

**INDEMNITY LETTER RELATING TO INSTRUCTIONS/DOCUMENTS GIVEN BY FAX,  
EMAIL AND  
OTHER FORMS OF ELECTRONIC COMMUNICATION**

To,  
The Branch Manager,  
IndusInd Bank Limited  
.....Branch

Notwithstanding anything to the contrary contained in any other document / agreement, I/ We, the undersigned, hereby request and authorize you to act and rely on any instructions or communications or documents for any purpose (including but not limited to the instruction / communications/documents pertaining to the operation of all my / our accounts or to any other facilities or services that may be provided by you from time to time including but not limited to import payment, export bill lodgement, L/C issuance etc.) which may from time to time be or purport to be given by facsimile, untested telexes and faxes, telegraph, cable or email by me / us including such instructions / communications/documents as may be purported to be given by those authorized by me /us towards import payment, export bill lodgement, L/C issuance etc.

Fax Number (from which to accept the instructions)

Registered Email ID (from which to accept the instructions)

I / We understand and acknowledge that there are inherent risks involved in sending the instructions/communications/documents to you via facsimile, untested telexes and faxes, telegraph, cable or emails and hereby agree and confirm that all risks shall be fully borne by me / us and I / we assume full responsibility for the same, and I/ we will not hold the Bank liable for any losses or damages including legal fees arising upon your performing or your non performing or any delay /default in performing any act , wholly or in part in accordance with the instructions so received which could be a result of any miscommunication, or technological error beyond the control of the Bank considering the mode in which the same was conveyed

In view of you agreeing, subject to the terms and conditions hereunder, to act upon the instructions as aforesaid, I /we hereby irrevocably agree and undertake:

That the Bank shall be entitled to act as you see fit, without incurring any liability whatsoever to me / us or to any other person, upon any instructions for any purpose which may from time to time be or purport to be given by facsimile, untested telexes and faxes, telegraph, cable or email by me / us (including such instructions as may be or purported to be given by those authorized to operate my / our account (s) with you), even if such instructions/communications/documents are not followed up by written confirmation to the Bank.

That the instructions/communications/documents shall be conclusively presumed for your benefit to be duly authorized by and legally binding on me / us, and I / We shall be fully responsible for the same.

You shall not be responsible to ensure the authenticity, validity, or source of any instructions/documents and shall not be liable if any instructions/documents turned out to be unauthorized, erroneous, or fraudulent.

That you shall be entitled (but not obliged) to keep records of our instructions/communications/documents given or made by facsimile, untested, telexes and faxes, telegraph, cable or any other form of electronic communication in such form, physical or electronic, as you may in your sole discretion deem fit, and your records shall be conclusive and binding on me / us. You shall be entitled to dispose of or destroy any such records at any time and determined by your sole discretion.

That you shall be authorized to disclose all instructions as you may deem fit, to your affiliated, counter parties, service providers, regulators and other authorities or where you are required by law to do so or to protect the interest of your bank;

That you shall be entitled to require any instruction/document in any form to be authenticated by use of any password, identification code or test as may be specified by you from time to time and I / we shall ensure the secrecy and security of such password, code or test and I /we shall be solely responsible for any improper use of the same and I / we shall not make any claim on you;

We agree and comprehend the risk and vulnerability involved in this communication process i.e fax/ email/ or both and shall extend our full co-operation and support to the Bank for resolving any issues or disputes if any arising due to the any Technical error which could not be anticipated by the Bank inclusive of the Force Majeure situations . Further we agree that this communication would be applicable to the working hours and working days of the Bank its Branches and offices only .

We undertake to submit all documents in original within FIVE working days of faxing/ emailing the documents (Day 0) to you. We understand that in case original documents are not submitted to the Bank within 5 working days of faxing /e- mailing the same, bank can stop the further processing of transactions sent over fax/e-mail from Sixth working day.

That, notwithstanding the above you may, under circumstances determined by you in your absolute discretion, require from me / us confirmation of any instructions/documents in such form as may specify before acting on the same; and I /we shall submit such confirmation to you immediately upon receipt of your request. Pursuant to receipt of instructions, you shall have the right but not the obligation to act upon such instructions.

That you shall not be liable to me / us or any third party for, and that I / we (jointly and severally) shall indemnify you and keep you indemnified from and against all claims either by me / us or any other, actions, demands, liabilities, costs, charges, damages, losses, expenses and consequences of whatever nature (including legal fees on a full indemnity basis) and howsoever arising which may be brought or preferred against you or that you may suffer, incur or sustain by reason or on account of you having so acted whether wrongly or mistakenly or not, or of your failing to act wholly or in part in accordance with the instructions and the terms of this letter.

That I/we shall duly inform the bank abt any change in the our communication i.e. change in email id, fax numbers etc and further indemnify the bank against any miscommunication, error, loss and damage monetary and otherwise caused to the bank due to the same

That I / we confirm that I / we have the capacity and authority to accept this document and that this document constitutes our valid, legal effective and enforceable obligation.

That this undertaking cum indemnity letter shall be governed and construed in accordance with the laws of India and I /we hereby submit to the exclusive jurisdiction of the courts in Mumbai.

This undertaking is an irrevocable letter and binding on my / our heirs and assigns.

Yours faithfully,