



ANZ Bank (Samoa) Limited

Indemnity- Payment Instructions or Notices sent by Facsimile or Telex or provided Over the Counter

To: ("ANZ")
(Insert legal name of individual bank) (Branch)

Address:

Account Number:

From the Customer:

Name:

Address:

The Customer and ANZ agree as follows:

1. **Request:** The Customer requests that ANZ at its discretion accepts and acts on any request, instruction or notice:
 - (a) sent to ANZ by facsimile transmission (a "**facsimile instruction**");
 - (b) sent to ANZ by telex transmission (a "**telex instruction**"); or
 - (c) provided to ANZ in writing over the counter (an "**over the counter instruction**").
2. **Customer acknowledgment:** The Customer acknowledges that:
 - (a) information sent by facsimile or telex transmission may not be secure;
 - (b) it is aware of the risks involved in sending facsimile and telex instructions and giving over the counter instructions, including the risk that an Instruction may:
 - (i) be fraudulently or mistakenly written, signed, altered, sent or provided;
 - (ii) not be received in whole or in part by ANZ; and
 - (iii) be legally invalid; and
 - (c) its request to ANZ to accept and act on any Instructions is for the Customer's convenience and benefit.
3. **No obligation to accept instructions:** ANZ is under no obligation to accept an Instruction and may, in its absolute discretion, accept and act on (or decline to accept and act on) any Instruction. Without limiting the foregoing, ANZ may decline to accept and act on an Instruction if:
 - (a) it appears to ANZ that it has not been received in full; or
 - (b) it is received on a day, or at a time, when ANZ is closed; or
 - (c) it is not clearly legible.
4. **Indemnity:** The Customer agrees that:
 - (a) ANZ and its Representatives are not liable in any way for, and the Customer indemnifies ANZ and its Representatives against, each and every claim, demand, action, proceeding, liability, damage, cost, loss or expense (including all legal expenses) which has been or may be sustained or incurred by ANZ or any of its Representatives as a result of:
 - (i) ANZ accepting and acting on any Instruction;
 - (ii) the invalidity or alleged invalidity of any Instruction or the transactions constituted thereby;
 - (iii) ANZ declining to act on or accept an Instruction;
 - (iv) the Customer delaying the delivery of or failing to deliver a confirmation of any facsimile or telex instruction in accordance with clause 7(d) below;
 - (v) any conflict between the facsimile or telex instruction and the confirmation there of delivered in accordance with clause 7(d); and/or
 - (vi) the entry into and performance of this Indemnity;



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- (b) if this Indemnity is given by more than one person, they will be jointly and severally liable for the whole amount of the Indemnity;
- (c) this Indemnity is not affected or terminated by ANZ:
- (i) not receiving confirmation of an Instruction from the Customer before or after ANZ accepts or acts on it; or
 - (ii) giving notice to the Customer that it will not accept further Instructions or, for any reason, the Customer stop s sending facsimile or telex instructions or providing over the counter instructions; counter instructions; and
- (d) the Customer has voluntarily agreed to assume the risk of each of the matters covered by the Indemnity.
5. **Authority to Debit:** The Customer hereby authorises ANZ to deduct from any of the Customer's accounts held with ANZ any sum of money that is:
- (a) payable by the Customer in connection with a transaction carried out by ANZ in reliance on any Instruction; or
 - (b) payable to ANZ under this Indemnity.
6. **ANZ's Printed Form:** The Customer must ensure that every Instruction is sent on ANZ's printed form (if any) applicable to the particular transaction and current at the time. If an Instruction is sent otherwise than on ANZ's printed form and is accepted by ANZ, that Instruction is subject to the terms and conditions on printed form which are available from ANZ's
7. **Procedure:** The parties agree that:
- (a) All Instructions must be signed or duly executed by the Customer or its authorised signatories (in accordance with the applicable Mandate for signing).
 - (b) Any Instruction given in relation to a joint account must be signed by all of the joint account holders (or their authorised signatories).
 - (c) Any Instruction given in relation to a credit facility must be signed by all persons named in the Letter of Offer applicable to that facility (or their authorised signatories).
 - (d) the Customer will confirm every facsimile or telex instruction by sending the original hard copy of that instruction to ANZ. ANZ may accept and act on a facsimile or telex instruction prior to receiving written confirmation and that action remains valid even if confirmation is not received.
8. **No further instructions:** At any time, ANZ may notify the Customer that it will not accept facsimile, telex and/or over the counter instructions. Such notice is effective on receipt.
9. **Interpretation:** In this Indemnity, the following words have the following meanings:
- (a) "**Instruction**": a facsimile instruction, a telex instruction or an over the counter instruction.
 - (b) "**Representatives**": directors, officers, employees, agents and correspondents.
 - (c) The singular includes the plural and vice versa.
 - (d) A reference to something being done by a party includes something being done on behalf of that **party** or by an agent or employee of that party.
10. **Validity:** This Indemnity will remain valid and effective at all times notwithstanding the terms and conditions of any existing or future indemnity or other course of dealing between the parties.

This Indemnity is given on (date)

Important notes:

- Please write all names with family name first.
- All signatures must be witnessed.
- All partners or joint account holders must sign if a partnership or joint account.
- If the Instruction in relation to a credit facility, this application must be signed by all persons named in the Letter of Offer applicable to that facility.
- If a company or other legal entity, execute under Common Seal and appropriate attestation clause



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Application by Individual

Signature of Applicant

Full Name of Applicant

Date

Signature of Applicant

Full Name of Applicant

Date

Signature of Witness

Full Name of Witness

Date

Signature of Witness

Full Name of Witness

Date

Application On Behalf Of Company, Partnership or other Legal Entity

Signed for and on behalf of

Full Name of Legal Entity by its authorised legal representative(s)

Signature of Authorised Legal Representative

Full Name of Authorised Legal Representative

Date

Signature of Authorised Legal Representative

Full Name of Authorised Legal Representative

Date

Seal
(Mandatory for Companies)

Signature of Witness

Full Name of Witness

Date

Signature of Witness

Full Name of Witness

Date