

The Managing Director
GUARANTY TRUST BANK (GHANA) LTD
25 A Castle Road Ambassadorial Area
Ridge – Accra

Dear Sir,

INDEMNITY

I, _____, hereby execute this indemnity in favor of Guaranty Trust Bank (Ghana) Ltd. (“the Bank”).

WHEREAS:

- i. I, _____ whose address is _____, (hereinafter called “the Customer”) maintains Account Number _____ with the Bank (“the Account”).
- ii. The Bank has advised that its customers should be profiled to receive Short Message Service (SMS) and email alert regarding transactions on their account.
- iii. The Bank has advised and I am fully aware that prompt notification of transactions on customers’ accounts could help reduce incidence of fraudulent activities.
- iv. I have decided to opt out of the SMS and email alert services and hereby issue this Indemnity in favor of the Bank.

IN CONSIDERATION of the Bank accepting my instruction to opt out of the SMS and email alert services, I _____, hereby declare and covenant as follows:

- 1. I am fully aware of the risks of opting out of the SMS and email alert services, which could lead to misstatement, non-receipts, fraud and/or other unauthorized interventions by third parties which are inherent in opting out SMS and email alert services.
- 2. I covenant that I have taken steps to ensure the security of my accounts, and hereby authorize the Bank not to notify me by SMS and email alert on all transactions on my account;
- 3. I shall indemnify the Bank and keep the Bank indemnified against all litigations, actions and proceedings for which the Bank may be liable or losses which may be suffered by the Bank or claims which may be incurred or made against the Bank as a result of or pursuant to the Bank carrying out my instruction herein;
- 4. I hereby agree that in addition to any general lien or similar right to which the Bank may be entitled by law, the Bank may at any time, combine or consolidate all or any of my other deposits and accounts with and liabilities to the Bank in any currency that may at any time be in possession of the Bank and set off or transfer any sum or sums standing to the credit of any one or more of such accounts or deposits in or towards satisfaction of any claim made against the Bank or loss suffered by the Bank as a result of or pursuant to the Bank acceding to my request as aforementioned.
- 5. My obligations herein shall not be reduced by any claim by me against the Bank. If any term or provision of this Indemnity is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provision or part(s) thereof shall be struck from this Indemnity and such provision shall not affect the legality, enforceability or validity of the remainder.
- 6. Any demand in writing by the Bank to me for the fulfillment of my obligations herein shall satisfy the need for demand under this Indemnity and shall be deemed to have been sufficiently given if it is sent to me by post, e-mail, or by leaving same at my place of business or last known address.

This Indemnity shall be a continuing obligation in respect of any and all matters connected to or arising from my opting out of the SMS and email alert services on my account(s).

This Indemnity shall be construed in accordance with the laws of Ghana.

Dated thisday of, 20 _____.

SIGNED, SEALED AND DELIVERED
by the within named:

_____:

In the presence of:

NAME: _____ SIGNATURE: _____

OCCUPATION: _____ ADDRESS: _____