

**FAX AND EMAIL (facsimile transmission and electronic mail) INDEMNITY**

To: Danske Bank A/S trading as National Irish Bank ("the Bank") -

I/We \_\_\_\_\_ request you to act in accordance with any instructions, information, or other communications furnished to you, or which reasonably appear to have been furnished to you, by me/us or on my/our behalf, by means of fax (telephone facsimile transmission) or by email (electronic mail). This applies whether they are transmitted directly to a fax machine or to a computer owned by you or otherwise. This applies at any time, and in relation to any business or transactions, which I/we may have with the Bank, or in which the Bank may be acting on my/our behalf or in accordance with my/our instructions.

I/we acknowledge that you have given the following warning -

**The Bank cannot detect from inspection of fax documents or emails**

- whether the original document from which a fax was created or the text or other content of any email (or any document or other file attached to an email) was forged, unauthorised, wrongfully altered, or otherwise misused, or
- whether any of the transmission details imprinted automatically on a fax, such as the name of sender, sending telephone number or the date or time of transmission, are false.
- whether any of the transmission details included in a received email, such as the sender's name, the sender's email address, the date or time of sending, server details or the route through which the email travelled are false.

Because of this, I/we realise that the Bank cannot accept any liability for loss or damage to me/us resulting from failure to detect such matters in any fax document or email furnished or appearing to have been furnished by me/us. The Bank requires the following indemnity before agreeing to my/our above request.

I/we acknowledge your warning, and ask you to act on the above request. If you do this, I/WE WILL INDEMNIFY YOU against any actions, damages, costs, claims, demands or losses arising from you acting in accordance with any fax or email which appears to have been furnished by me/us or on my/our behalf. This indemnity applies even if any such fax or email was produced by or contains or has attached any forgery, lack of authority, wrongful alteration or other misuse of a document, text or file, or if any transmission details or information appearing on it are not genuine. This indemnity applies even if any such fax or email was not in fact issued by me/us or with my/our authority.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Signed by/On behalf of the Customer

\_\_\_\_\_  
Signed by/Witness

**Email Communication**

National Irish Bank is committed to customer confidentiality. As a business, we can communicate with you via unencrypted e-mail. Unless otherwise advised by you in writing, we shall assume, and it is hereby agreed between us, that (i) you are satisfied for us to communicate with you by way of unencrypted e-mail, and (ii) we are not liable for (a) any loss or damage of any nature, whether direct or indirect, that may arise as a result of our sending any unencrypted email that contains any information of any nature regarding you or your officers, staff or employees, and (b) any damages arising as a result of any virus being passed on or with, or arising from any alteration of, any email message that we may send.

We agree to the above and consent for you to communicate with us via unencrypted email.

:

\_\_\_\_\_  
Signed on behalf of the Business

\_\_\_\_\_  
Date:

**For Bank Use:**

Comment added to 'comments and contacts' section in customer portal indicating above preferences

(Tick box to confirm) Initial \_\_\_\_\_

**Resolution**

At a meeting of the Board of \_\_\_\_\_

held on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

**It was resolved**

1. That the Meeting noted the form of Indemnity in favour of Danske Bank A/S trading as National Irish Bank (the "Bank"), concerning use of faxes and emails, which was produced to the Meeting
2. That the warning from the Bank set out in the form of Indemnity was duly noted, and the risk of using faxes and emails to communicate with the Bank had been duly considered by the Meeting.
3. That in consideration of the Bank acting in accordance with instructions, information, advice or any other communications whatsoever furnished by the Company to the Bank by means of fax and/or by email in the circumstances specified in the indemnity, the Company should complete the said form of Indemnity.
4. That the meeting further noted the agreement annexed to the indemnity relating to email communication.
5. That in consideration of the Bank agreeing to send communications to the Company by email, the Company should complete the said agreement.
6. That \_\_\_\_\_ be and is hereby authorised to complete the said Indemnity and agreement on behalf of the Company.

Certified to be a true copy of the minutes of the Meeting of the Board of Directors

held on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Chairman \_\_\_\_\_

Secretary \_\_\_\_\_

*[Note - if the agreement for email communication is not being signed, then clauses 4 and 5 should be omitted from the resolution by the Company.]*