

# Capital Bancorp Plc

(Member of The Nigerian Stock Exchange) RC114135  
3<sup>rd</sup> Floor, UNTL House, 1, Davies Street, Off Marina, Lagos, P.O. Box 1362, Lagos  
Tel: +234-1-4622371-5, +234 1 903 6985-9  
E-mail: info@capitalbancorpng.com Website: www.capitalbancorpng.com

## ELECTRONIC MANDATE/AUTHORITY INDEMNITY

WHEREAS I/We

am/are desirous of sending instructions at any time and from time to time by means of:

1. Telephone instructions (text messages via telephone); or
2. Electronic mail (electronic transmissions between computers, hereinafter referred to as “e-mail instructions”)

to Capital Bancorp Plc. (“the Company”) in relation to any and all my/our existing accounts, transactions and other arrangements with the Company and any accounts, facilities, transactions and other arrangements which I/we may now or in the future have with the Company.

And whereas I/we acknowledge that the use of telephone and e-mail in conveying instructions have associated risks and also acknowledge that although the Company may verify all instructions which are purported to have emanated from me/us, it is not practical for the Company to establish the authenticity of all instructions.

Now therefore, in consideration of the Company accepting and/or acting on telephone instructions or email instructions purportedly received from me/us as aforesaid, I/we HEREBY AGREE:

1. That the Company may act on any telephone instructions or email instructions received by the Company and purportedly sent by me/us from time to time, and I/we voluntarily and with full knowledge take and assume any and all risks associated therewith.
2. That where telephone instructions or e-mail instructions received by the Company have purportedly been sent or given by the person(s) specified below, the Company shall have no obligation to check or verify the authenticity or accuracy of such telephone instructions or e-mail instructions and may act thereon as if same had been duly sent or given by me/us.
3. That all telephone instructions or e-mail instructions received by the Company and purportedly sent by me/us shall be deemed to have been issued and authorized by me/us, notwithstanding that such telephone instructions or e-mail instructions may have been initiated, sent or otherwise communicated in error or fraudulently, and I/we shall be bound by any instruction received by the Company and purportedly sent by me/us from time to time on which the Company may act if the Company has in good faith acted in the belief that such fax instructions, telephone instructions or e-mail instructions were given by me/us.
4. That the Company shall have absolute discretion, for any reason whatsoever, to act or decline to act on the whole or any part of any telephone instructions or email instructions pending further enquiry

to or further confirmation (whether written or otherwise) by me/us, and the Company shall in no event or circumstances be liable in any respect either for declining or not so declining.

5. That I/we hereby indemnify and hold the Company free and harmless from and against any and all costs, claims, losses, damages, proceedings, expenses or liabilities of any kind which the Company may suffer or incur or that may arise as a result of the Company acting, in whole or part, upon any telephone instructions or e-mail instructions purportedly received from me/us, together with any and all attendant costs and expenses including legal fees and expenses. I/We hereby irrevocably agree, upon demand to indemnify and hold the Company harmless from and against any and all losses and on demand to pay such amounts to the Company.
6. That the Company may rely on and enforce against me/us, and against my /our successors and assigns the provisions set forth in this instrument which shall remain valid and continue in force until modified or revoked upon mutually agreeable terms.

Dated this .....day of .....

Signed by the Authorized Signatories:

Name:.....

Signature:.....

Name:.....

Signature:.....

In the Presence of:

Name:.....

Signature:.....