

Electronic Communication Acknowledgement and Waiver

***Corporate customer**

Name

Registration number

Postal address

Postal code

Represented by (full names),
having been duly authorised

***Individual customer**

First name(s) Initials Title

Surname

SA identity number Passport number

Postal address

Postal code

*I/We have requested Bidvest Bank Limited ("the Bank") to accept telephone, *fax and *e-mail instructions, and *fax or *e-mail documentation in connection with the processing of Rand or foreign payments for *me/the corporate customer by the Bank.

*I/We understand that the Bank will accept such instructions *and documentation subject to the following acknowledgment, waiver and indemnity:

1. *I/We acknowledge that telephone conversations with the Bank may be recorded, and I/we hereby consent to such recording.
2. *I/We agree that in any dispute between me/the corporate customer and the Bank regarding telephone, fax or e-mail instructions and documentation given to the Bank, the contents of the telephone recording, fax or e-mail document shall be final and binding on me/the corporate customer.
3. *I/We waive any claim I/the corporate customer may have against the Bank for any losses, damage or costs I/the corporate customer may suffer or incur as a result of the Bank acting upon a telephone, fax or e-mail instruction or documentation, except if the Bank is grossly negligent.
4. *I/We agree to keep the Bank indemnified against all losses, damage, costs or claims which it may suffer or incur as a result of it acting on a telephone, fax or e-mail instruction or documentation, except if the Bank is grossly negligent.
5. *I/We authorise the Bank to debit my/the corporate customer's account with the amount of any losses, damage, costs or claims which the Bank suffers or incurs as a result of acting on a telephone, fax or e-mail instruction or documentation.
6. *I/We acknowledge that it is my/our responsibility to provide the beneficiary's correct banking details.
7. If a transfer is returned because incorrect details are provided *I/we will be liable for any charges incurred.
8. The Bank will rely solely on the beneficiary's account number when executing a request, and will not verify the beneficiary's name or that such name is associated with the account number.
9. *I/We have no right to recall a payment instruction and the Bank will be unable to reverse a payment once issued.
10. The beneficiary will be liable for any bank charges imposed by the beneficiary's bank.
11. The Bank will not be responsible if an intermediary, authority, or the beneficiary's bank delays or stops the payment for any reason.
12. The Bank will effect payment to the beneficiary's bank but will not be responsible if the beneficiary's bank fails, or delays for any reason, to pay the funds to the beneficiary's account.

Signed at on D M Y

Authorised signatory/ies

Witnesses

1.
2.

1.
2.

* delete whichever is inapplicable