

TO:

Adexav Global Limited

Workcity,
Polystar Building,
2nd Roundabout, Lekki Phase 1,
Lekki, Lagos State

INDEMNITY FORM

IN CONSIDERATION of ADEXAV GLOBAL LIMITED, ITS RELATED COMPANIES OR AGENTS agreeing to accept and act upon any such instructions, communications and documents by electronic mail (email), telephone, mobile text messages (SMS), letters, or any other internet device(s) and social media platform (e.g. Twitter, Facebook, LinkedIn, WhatsApp, Instagram etc);

AND ALSO,

IN CONSIDERATION of ADEXAV GLOBAL LIMITED, ITS RELATED COMPANIES OR AGENTS agreeing to accept and act upon any payment instructions to any beneficiary particularly third-party beneficiaries;

I/We.....of.....
hereby irrevocably undertake to indemnify **ADEXAV GLOBAL LIMITED** and hold it harmless from and against all costs (including without limitation legal fees and expenses, claims, losses, liabilities, damages and proceedings) whatsoever that **ADEXAV GLOBAL LIMITED** may suffer or incur or that may arise as a result of the **ADEXAV GLOBAL LIMITED**'s accepting or acting upon such electronic instructions, communication and documents;

I/We also irrevocably and unconditionally undertake to indemnify and keep indemnified **ADEXAV GLOBAL LIMITED** against any claims, losses, liabilities, damages, proceedings, legal fees and expenses, costs, or charges it may incur as a result of honouring electronic payment instructions in favour of any beneficiary particularly third-party beneficiaries.

I/We hereby formally, unreservedly, irrevocably and unconditionally declares and covenants as follows:

1. That **ADEXAV GLOBAL LIMITED** is hereby authorized, in its sole discretion, to consider and/or act upon communications instruction(s) as stated above without the necessity of any original signature(s) or conformity of the instruction with any other mandate or the requirement of any other confirmation on the part of **ADEXAV GLOBAL LIMITED**.
2. The I/We are fully aware that electronic communication instructions are unsecure

means of communication and are therefore prone to the risk of omissions, errors, mis-statements, non-receipts, fraud and/or other unauthorized interventions by third parties, all such risk which I/We hereby fully assume.

3. The **ADEXAV GLOBAL LIMITED** may, but is not obliged to seek telephone confirmation or other form(s) of alternate confirmation different from that used by me/us; and shall exercise its discretion to proceed or refrain from acting upon such instruction in the event that **ADEXAV GLOBAL LIMITED** is unable to obtain satisfactory confirmation thereof, or has any reason to doubt the authenticity of the instruction or the confirmation received in respect thereof.
4. **ADEXAV GLOBAL LIMITED** has no obligation whatsoever to confirm or verify the identity of the person(s) sending any electronic instruction or the genuineness of any electronic instruction. Any transaction processed pursuant to receiving such electronic instruction and payment instructions to any beneficiary particularly third-party beneficiaries shall be binding on the Customer for all intents and purposes and whether made with or without my/our authority, knowledge or consent.
5. I/We shall ensure the security of my/our email address(es) and electronic devices; and shall inform **ADEXAV GLOBAL LIMITED** forthwith upon the happening of any circumstance(s) likely to render the continued adherence to such electronic instructions unsafe.
6. **ADEXAV GLOBAL LIMITED** shall endeavour to refrain from processing an electronic instruction upon receiving a notification pursuant to Clause 5 above. This shall however be without prejudice to my/our covenants and obligations herein in respect of any transaction processed whether prior or subsequent to the notification.
7. **ADEXAV GLOBAL LIMITED** shall retain the sole discretion to process an electronic instruction, or any part thereof; and shall not be under any obligation to provide reasons for failing so to do.
8. I/We hereby waive all right of action or defences I/We may have against **ADEXAV GLOBAL LIMITED** in connection with all matters contemplated herein, and shall further hold **ADEXAV GLOBAL LIMITED** free and harmless from any responsibility, liability or adverse consequence (whether direct or indirect) in connection with receiving, considering and/or processing my/our electronic instruction(s). I/We shall further indemnify and keep **ADEXAV GLOBAL LIMITED** fully indemnified against all litigations, actions, claims, loss, damage, costs and/or expenses which may be brought against **ADEXAV GLOBAL LIMITED** or suffered or incurred by **ADEXAV GLOBAL LIMITED** and which may have arisen either directly or indirectly out of or in connection with **ADEXAV GLOBAL LIMITED** receiving, consideration and/or processing my/our electronic instruction(s) as well as payment instructions to any beneficiary particularly third party beneficiaries.
9. This Indemnity shall be a continuing obligation in respect of any and all matters connected to or arising from **ADEXAV GLOBAL LIMITED**'s receipt, consideration or processing of my/our electronic instructions and payment instructions to any beneficiary particularly third- party beneficiaries.

For the convenience of the Parties, this agreement may be executed electronically and in counterparts. The electronic execution shall be binding, and each counterpart shall be binding, and all of them shall constitute one and the same instrument.

This document shall be governed by the Laws of the Federal Republic of Nigeria and I hereby execute same as a Deed and cause it to be delivered and take effect from the date stated below.

Designated E-mail Address(es) and Phone Number(s)	
Primary E-mail	
Alternate E-mail	
Primary Phone Number	
Alternate Phone Number	

Signature Date:

In the presence of:

Witness:

Occupation: Date:

Signature:

THE COMMON SEAL of **ADEXAV GLOBAL LIMITED** was hereunto affixed this day of..... in the presence of:

Director

Secretary / Director