

FORM - G

E-MAIL AND FACSIMILE INDEMNITY

TO: GUARDIAN ACUITY ASSET MANAGEMENT LTD
NO. 61, JANADHIPATHI MW, COLOMBO 01

I/We _____ of Mailing Address _____

NIC /Ppt No _____ ("hereinafter referred to as "the Client") has requested **Guardian Acuity Asset Management Ltd** of No 61, Janadhipathi Mw Colombo 01 ("hereinafter referred to as "the Company") to act on instructions transmitted via e-mail address and facsimile _____ for NIC/Ppt Number _____

The Company is prepared to act upon the instructions received via the e-mail address and facsimile stated above subject to the Client providing the indemnity in the form herein below stated and on the terms and conditions stated below:

1. The Company may, but is not obliged, to act on any instruction that claims to come from the Client.
2. I/We shall furnish the Company with an e-mail address and telephone number from which the Company can accept instructions and call back to confirm the instructions. I/We shall be entitled to amend the aforementioned e-mail by written instructions duly executed per the authorized mandate vide the existing email in the company's records.
3. I/We irrevocably authorize the Company to make any payments and comply with all instructions contained in such email and facsimile without any reference to or further authority from me/us and without enquiry into the justification therefore or validity thereof and agree that the Company may assume the authenticity thereof and that any payment which the Company shall make or instructions which the Company may comply in accordance or purporting to be in accordance with such email and or facsimile shall be binding upon me/us and shall be accepted by me/us as conclusive evidence that the Company was liable to make such payment or comply with such demand.
4. It is not possible for the Company to check the authenticity of all emails, facsimile transmissions and instructions that claim to come from the Client.
5. All facsimile transmissions, scans, mandates, consents, commitments, emails and any other documents, which claim to come from me/us (Claimed Instructions) will be treated as having been given by me/us in the form actually received by the Company. The Claimed Instructions may, as a result of the malfunction of equipment, the distortion of communication links and the like, be different to that intended or sent, and I/We shall be bound by it.

6. I/We confirm that the Company will not be liable for any loss (consequential or otherwise) incurred by me/us as a result of the Company acting or declining to act (wholly or in part) on instructions which the Company believes to have been given in conformity with the above, whether or not such instructions have been so given. The fact that any instruction may later be shown to be in any way false, incomplete, inaccurate, delayed, erroneous, unauthorized or otherwise not authentic, should not be an impediment to the rights of the Company hereunder. This does not include losses arising from the proven unlawful or fraudulent acts of the Company's employees.

7. I/We agree to indemnify you and keep you indemnified against all actions, proceedings, claims, demands, liabilities, losses, costs, charges, damages and expenses in relation to and arising out of any of your acts or to act in accordance with such email or facsimile and to pay or reimburse the Company, on demand and in the currency in which the same shall have been made, suffered or incurred; all payment, losses, costs and expenses made, suffered or incurred by the Company thereunder or in consequence thereof or arising there out.

8. I/We agree that the Company will, notwithstanding this Indemnity, require that any instruction given by me/us be given in accordance with the signing arrangements of the account(s), and the Company may at its discretion request written or any other form of confirmation of any instruction.

9. I/We hereby agree that where the Company receives an e-mail that is different from the email address existing in the Company's records it shall not honor the instructions. If the Company suspects an e-mail to have been tampered with or from a fraudulent source, the Company shall not honor the instructions.

10. I/We hereby agree that all e-mail instructions shall be deemed to be given by the Client in the form received by the Company irrespective of any distortions occurring during transmission of the message.

11. Without prejudice to the foregoing, I/We shall indemnify and keep the Company indemnified from, defend the Company against, and pay any final judgment awarded against the Company, resulting from third party claims arising from the use of the Services leading to loss or damage (including consequential loss or damage) where the proximate cause of such loss or damage is attributable to my/our negligence, recklessness, indifference, unreasonable delay or any other cause howsoever arising.

12. I/We hereby confirm that the Company shall not be liable to me/us or any other person where:

- i. I/We have entered incorrect details and the payment is made to the wrong recipient;
- ii. I/we acting outside of the authorized mandate;
- iii. My/Our emails are not received by the Company or recipient of mails from my address is temporarily or permanently barred;

- iv. My/Our hardware, software or internet provider's service is not functioning properly;
- v. The transaction is suspicious or fraudulent resulting in losses;
- vi. The transaction details received do not contain the correct information;
- vii. My/Our receipt of funds is intercepted by legal process or other encumbrance restricting the transfer; or
- viii. Unforeseen circumstances prevent the execution of a request by the Company despite any reasonable precautions taken by the Company. Such circumstances may include, but are not limited to acts of God, power outages, fire, flood, theft, equipment breakdowns, internal mechanical malfunction, or System delays or failures.

13. I/We hereby agrees to adhere to procedures and/or restrictions imposed by the Company with regard to issuance of e-mail and facsimile instructions to the Company.

14. I/We may by written instructions duly executed by the authorized mandate withdraw from the arrangements envisaged in this document.

15. The indemnity and all future transactions shall be governed by the laws of Sri Lanka and I/We submit to the jurisdiction of the Sri Lankan Courts and the Company's policies and procedures.

Signed by the duly authorized signatories

Name: _____ ID No. _____ Signature: _____ Date: _____

Name: _____ ID No. _____ Signature: _____ Date: _____