

Electronic Instructions Authorization and Indemnity



We want to make banking easy and convenient for you.
Save some time at the bank and fill out this form online.

► **Here are some ways you can submit your information to us:**

- 1.** Email this form to us at options@sagicor.com. Simply click the SUBMIT button at the end of the form to automatically send via email.
- 2.** Print this form and Fax to any one of our branches.
- 3.** Print this form and take with you to any of our branches.

or simply Download and Save the form to complete at your convenience.

If you intend to complete this form at a later date, please save it to your computer BEFORE filling out, otherwise information entered will not be saved.

► **Verify your Information:**

Once we've received your information, one of our representatives will contact you. You will need to visit us at one of our branches to verify your information and complete the process.

To: Sagicor Group Jamaica Limited and its subsidiaries Sagicor Bank Jamaica Limited and Sagicor Investments Jamaica Limited (all hereinafter called "Sagicor")

The client agrees that it would be convenient and in the client's interest if the client could at any time and from time to time send instructions to Sagicor via electronic mail, text message, short message service or facsimile transmission. Such instructions are hereinafter referred to as "the instructions".

"Client" means: a person who conducts business with Sagicor and includes but is not limited to individuals, partnerships, limited liability companies, entities incorporated by statute and unincorporated associations;

"Instructions" mean directions to Sagicor in relation to any of Sagicor's products or services which are offered to the Client and includes directions to Sagicor:

- a. To provide any information whatsoever.
- b. To perform any transaction.
- c. To deal in any manner with funds, securities or assets.
- d. To issue stop payment orders.

In consideration of Sagicor agreeing to accept the instructions from the client as aforesaid, the client agrees:

- 1 That such communications are not secure and carry with them the risks of interception and/or alteration and that unauthorized persons may send instructions to Sagicor using these methods.
- 2 **THAT** Sagicor may act on any instructions given by the client from time to time, and the client voluntarily and with full knowledge takes and assumes any and all risks associated therewith.
- 3 **THAT** once the instructions have been sent to Sagicor purportedly by the person (or by any of the persons, if more than one) specified in the Appendix to this Authorization and Indemnity, or such other persons as the client may from time to time nominate, Sagicor shall have no obligation to check or verify the authenticity or accuracy of such instructions purporting to have been sent by the client and may act thereon as if same had been duly given by the client.

4 **THAT** in acting on the instructions, Sagicor shall be deemed to have acted properly and to have fully performed all obligations owed to the client, notwithstanding that the instructions may have been initiated, sent or otherwise communicated in error or fraudulently, and the client shall be bound by any instructions on which Sagicor may act if Sagicor has in good faith acted in the belief that such instructions were given by the client.

5 **THAT** if the client is a corporate entity or partnership or other unincorporated body it may from time to time grant authority to any person(s) to send the instructions (such as an employee or other servant and/or agent). Where that person exceeds the authority given, the client agrees that it is fully liable for the transaction unless the client had notified Sagicor that transfers by that person were no longer authorized or has exceeded his/her authority prior to the transaction being cleared with Sagicor.

6 In the case of associations, partnerships and other unincorporated bodies the client confirms that the persons specified in the Appendix to this Authorization and Indemnity, or such other persons as the client may from time to time designate, are the authorized signing officers of the client in accordance with the requisite resolutions passed to give effect to that authority, and the client undertakes to provide Sagicor with a copy of those resolutions from time to time, and further that the persons specified below are the same persons who are specified in the relevant mandate for operating the client(s)' accounts at Sagicor.

7 **TO** strictly limit information about the contents of this Authorization and Indemnity to the Client's officers/ employees/ agents who need to know, and to use the Client's best efforts to ensure that such officers/ employees/agents at all times treat the contents hereof with strict confidentiality in order to maintain the security of the procedures established hereby. The client shall immediately notify Sagicor of any breach or suspected breach or compromise of the security established hereby.

- 8 THAT** Sagicor may, in its absolute discretion, decline to act on or in accordance with the whole or any part of any Instruction pending further enquiry to or further confirmation (whether written or otherwise) by the client, so however that Sagicor shall not be under any obligation to so decline in any case, and Sagicor shall in no event or circumstance be liable in any respect for not so declining.
- 9 THAT** any security procedures provided by Sagicor are designed to verify the source of a communication and not to detect errors in the instructions or content, including without limitation discrepancies between account names and numbers, and that Sagicor may execute any Instruction by reference to the account number only, even if the name on the account is also provided.
- 10 THAT** the course of dealings contemplated in this Authorization and Indemnity may be terminated by either party at any time by giving ten (10) days' prior written notice to the other party. **PROVIDED, HOWEVER, THAT:**
- (a) Sagicor may terminate the course of dealings immediately without notice to the client in the event that Sagicor deems the security of the procedures hereby established to have been materially compromised or breached; and
- (b) Termination of the course of dealings by either party pursuant to this Clause shall not affect Sagicor's rights, nor release the client from his obligations, including without limitation, to indemnify Sagicor with respect to any Instructions received by Sagicor prior to termination.
- 11 TO** release Sagicor from and indemnify Sagicor against all claims, losses, damages, costs and expenses howsoever arising in consequence of, or in any way related to, Sagicor having acted in accordance with the whole or any part of any of the instructions or having exercised (or failed to exercise) the discretion conferred upon Sagicor herein.
- 12 Money Laundering** – The Proceeds of Crime Act, the Terrorism Prevention Act and the Regulations that are made under these Acts require Sagicor to verify the source of funds before processing transactions and to report suspicious transactions to the relevant authorities. The client will not be advised in the event of Sagicor being required to comply with its statutory obligations under these pieces of legislation.
- 13** The client agrees that by signing hereunder, the Client acknowledges that the Client has read, understood, and agreed to the terms and conditions of this Authorization and Indemnity, and further that the names listed hereunder, as well as the signatories to this agreement, may initiate Instructions.
- 14** The client accepts that the Instructions can only be carried out between the normal business hours of Sagicor as indicated from time to time. It is the duty of the client to ascertain what these hours are at the time of initiating a transaction.
- 15** Sagicor will use its best efforts to monitor its communications to determine if it has received any Instructions or information from the client. However, because Sagicor's ability to act on communications is restricted by its actual knowledge, it is the client's duty to confirm the sending and receipt of such Instructions with a client service agent or relationship manager, otherwise Sagicor will not be liable for any delay or failure to receive those Instructions.
- 16** The client agrees that Sagicor shall not be obliged to act on instructions unless they are sent from an e-mail address or telephone number for receiving Instructions, that the client has communicated to Sagicor as the designated address.
- 17** If the Client is a company, corporate body or partnership, Sagicor will not be required to act on Instructions sent by e-mail unless the body of the e-mail identifies the Client by including the Client's name, address, telephone and facsimile numbers and the full name of the Client's authorize officer sending the Instructions.



Electronic Instructions Authorization and Indemnity

To: Sagicor Group Jamaica Limited and its subsidiaries Sagicor Bank Jamaica Limited and Sagicor Investments Jamaica Limited ("Sagicor").

The person(s) listed below is/are the authorized signing officer(s)/individual(s) in accordance with any company/individual mandates currently in effect for operating my/our accounts with SAGICOR. SAGICOR is requested and authorized, but is not obligated, to rely upon and act in accordance with Instructions transmitted via

- e-mail only
- facsimile transmissions only
- email, facsimile and text message/short message service

from the person(s) specified in Appendix attached. Having received such Instructions, SAGICOR is not obligated to enquire as to the authority or identity of the person(s) giving or purporting to give the Instructions, regardless of the circumstances prevailing at the time of such Instructions.

Dated this day of 20 .

Authorization

THIS SECTION TO BE AUTHORIZED BY COMPANIES: Executed as a deed on behalf of:

Name of Company		
Director Name		Signature
Secretary Name		Signature
Witness Name		Signature

THIS SECTION TO BE AUTHORIZED BY SOLE PROPRIETORS, PARTNERSHIPS AND OTHER UNINCORPORATED BODIES:

Name	Position	Signature

THIS SECTION TO BE USED FOR INDIVIDUAL/PERSONAL ACCOUNT HOLDERS: Executed as a deed by:

Account Holder's Name		Signature
Witness Name		Signature

