

Date:.....

Customer Number | | | - | | | | | | |

4. The Client understands that for all transactions received through facsimile above INR 10 Million (for domestic transactions) and USD 250000 or equivalent (for cross-border transactions) the Bank may validate the transaction details with the Customer's designated personnel (as per contact details provided by the Customer's authorized signatories) through telephone. In case either the designated personnel are not reachable in spite of two attempts or the transaction details could not be authenticated, the requests shall be rejected by the Bank. The Bank may revise above mentioned threshold limit from time to time and notify the same to the Client. Upon such notification, Client shall be deemed to have agreed to such revised threshold limits for the call back process.

5. The Client hereby unconditionally and irrevocably undertakes to keep the Bank indemnified at all times against and to save the Bank harmless from, all actions, proceedings, claims, loss, damage, costs and expenses which may be brought against the Bank or suffered or incurred by the Bank and which shall have arisen either directly or indirectly out of or in connection with the Bank accepting Instructions purportedly from the Client and acting thereon, in terms of the above, whether or not the same are from the Client and/or confirmed in writing by the Client.
6. Client hereby represents and warrants that this fax indemnity has been duly executed and delivered by the duly authorized representative(s) of the Client and constitutes a legal, valid and binding obligation of the Client and shall be enforceable against the Client in accordance with its terms.
7. This Indemnity shall be subject to the jurisdiction of the courts of the [Mumbai] and be governed under Indian law.

Yours faithfully,

For [_____]

Authorized Signatory