

Indemnity Instructions

To: Palisadoes Co-op Credit Union Limited

In consideration of Palisadoes Co-op Credit Union Limited (PACCUL) agreeing to accept instructions (whether notice, demand or other communication) from me from time to time via email, oral communication (that is, by word of mouth, whether face to face or via the telephone) and/or facsimile transmissions, as may be specified in Appendix A to this Instructions Indemnity (hereafter referred to as "Appendix A") for the operation of my account/s with PACCUL without requiring written confirmation bearing actual signatures in accordance with the PACCUL Membership Application Card or Loan Agreement entered into with PACCUL and me (such instruction being hereafter referred to as "the Instruction"), I confirm that:

- I shall provide PACCUL with (a) an executed original statement in the form of Appendix A, or an equivalent document; and (b) such other documentation as PACCUL may request evidencing that this authorization and all related documents have been properly authorized and are in conformity with any other rules, regulations or laws to which I may be subject (hereinafter referred to as the "Authorization Documentation" or authorization).
- 2. I may, from time to time, add or delete accounts and names or change the medium for sending instructions by delivering to PACCUL an executed original statement in the form of Appendix A, or an equivalent document, which shall be effective no earlier than the third business day after receipt by PACCUL and shall not affect PACCUL's actions or omissions prior to such effective date.
- 3. I agree to strictly limit information about the contents of this authorization to my officers and employees who need to know, and to use my best effort to ensure that such officers and employees at all times treat the contents hereof with strict confidentiality in order to maintain the security of the procedures established hereby. I shall immediately notify PACCUL of any breach or suspected breach or compromise of the security established hereby.
- 4. I agree that: (a) as long as PACCUL acts in accordance with the Instructions and Authorization Documentation, PACCUL shall have no further duty to verify the content of any instruction or communication or the identity of the sender or confirmer thereof and I expressly agree to be bound by any instructions and communications contained therein, whether or not authorized and regardless of the circumstances prevailing at the time of the Instruction or Authorization, sent in my name and accepted by PACCUL; and (b)

PACCUL is authorized to rely on and act in accordance with each Instruction of Authorization Documentation received in my name in accordance with this authorization, including without limitation, instruction to pay money or otherwise debit or credit any account, or relating to the disposition of any money, securities or documents or purporting to bind me to any agreement or other agreement or other arrangement with PACCUL or with any other person or to commit me to any other type of transaction whatsoever, regardless of the nature of the transaction arrangement or the amount of money involved and notwithstanding any error or misunderstanding or lack of clarity in the terms of such Instruction.

- 5. PACCUL may in its absolute discretion, decline to act on or in accordance with the whole or part of any Instructions pending further enquiry or further confirmation (whether written or otherwise) by me, so however that PACCUL shall not be under any obligation to so decline in any case, and PACCUL shall in no event or circumstance be liable in any respect for not so declining.
- 6. I acknowledge that the security procedures provided by PACCUL are designed to verify the source of a communication and not to detect errors in the Instructions or content including discrepancies between account names and number and that PACCUL, or any intermediary, may execute an instruction by reference to the account number only, even if the name on the account is also provided.
- 7. I hereby irrevocably agree that as long as PACCUL acts in compliance with the Instructions and Authorization Documentation, I shall at all times keep PACCUL fully indemnified and shall at all times hold PACCUL free and harmless from and against any and all responsibility for, and any and all costs, claims, actions, proceedings, demand, losses, diminution in value of property, damages, expenses or liabilities incurred or sustained by PACCUL of any nature whatsoever (including direct or indirect losses and whether remote or not) and howsoever arising out of or in connection with the Instructions resulting from PACCUL having acted in accordance with the whole or any part of the Instructions and Authorization Documentation or having exercised (or failed to exercise) the discretion conferred upon PACCUL in Clause 5 above, together with any and all attendant costs and expenses including PACCUL's reasonable legal fees and expenses, (collectively referred to as "Losses"). I irrevocably hereby agree, upon demand to fully indemnify and hold PACCUL free and harmless from and against any and all Losses and on demand to pay such amount to PACCUL. This paragraph shall survive the termination or invalidity of this authorization or any portion hereof.
- 8. This authorization may be terminated by either party hereto upon ten (10) days prior written notice to the other, provided, however, that this authorization may be terminated by PACCUL immediately without notice in the event PACCUL deems the security of the Authorization Documentation established hereby has been materially compromised or breached; and provided further that termination by PACCUL or me shall not effect PACCUL's rights or release me from my obligations, including without limitation, to indemnify PACCUL, with respect to any Instruction received by PACCUL prior to termination.
- 9. The unenforceability or invalidity of any provision of this authorization shall not render any other provision unenforceable or invalid. This authorization may not be amended

except in writing executed by me and accepted by PACCUL. Any notices provided for herein, shall be in writing, and shall be deemed to have been given when delivered personally, or when deposited in the mail, certified, postage prepaid, or sent by authenticated telecommunications, to the address provided below.

- 10. This authorization shall in all respects be construed with and governed by the laws of Jamaica
- 11. The terms of this authorization are in addition to, and not in substitution for, the terms of any other agreement between me and PACCUL, save for any requirement for written confirmation of Instructions contained in the Membership Application "Card or Loan Policy.

Member's Name

Member's Signature

SEAL	

Accepted by: Palisadoes Co-op Credit Union Limited

Authorized Signature

APPENDIX A

Date _	// yy mm dd	
This Instructions Indemnity Agreement covers Instructions sent to PACCUL via:		
	E-mail	
	Oral communication	
	Facsimile transmission	
The following account is to be included in this Instruction Indemnity:		
Account Nu	Imber Account Name	
Address for Notices:		
Attention:		

PACCUL is hereby requested and authorized but is not obliged to rely upon and act in accordance with Instructions (whether notice, demand or other communication) transmitted via the medium specified above from the person listed below, without PACCUL having to inquire as to the authority or identity of the person giving or purporting to give the Instructions and regardless of the circumstances prevailing at the time of such Instructions:

Signature of Authorized Person

Name of Authorized Person