

# Telecommunications mandate



THIS AGREEMENT IS MADE ON

day of

Two Thousand and

BETWEEN BANK OF BARODA, of the one part

AND

(hereinafter called 'the Customer') of the other party

## WHEREAS

- A. The Customer has opened or may in the future open one or more accounts with the Bank and in all cases has executed or will execute mandates in respect thereof.
- B. At the request of the Customer and subject as hereinafter set out the Bank has agreed to act upon instructions received by email, telephone, fax, telex, telecopier, telegram, cable or similar and in consideration thereof the Customer has agreed to give the Bank the covenant undertaking and indemnity hereinafter contained.

## THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this agreement:

The expression 'the Customer' shall be deemed to include one or more individuals, as limited liability company, a corporation, trust or any other legal entity and their respective heirs, estates and successors.

The expression 'the mandate' shall mean the mandate in force from time to time in respect of each account.

Each and every covenant undertaking and liability of each signatory hereto if more than one shall be joint and several on their part and be construed accordingly.

The singular shall include the plural and vice versa.

- 2. The Customer hereby irrevocably and unconditionally authorises the Bank to act upon unauthenticated instructions which appear or purport to be from the Customer or from the person authorised under the mandate and which are received by email, telephone, fax, telex, telecopier, telegram, cable or other means of electronic communication.

The Bank shall be under no duty or obligation to make any inquiry into or to, in any way, to verify instructions received from the person authorised

under the account mandate. Any failure on its part to do so shall not render the covenant undertaking and indemnity on the Customer's part set out above invalid illegal or unenforceable and shall not impair the same in any way.

- 3. In the event of the Bank acting upon instructions so received THEN:

The Customer covenants and undertakes that the Customer will make no claim of any kind in any jurisdiction against the Bank or its successors/agents in respect of any delay/loss damage cost or expense the Customer may suffer incur or sustain directly or indirectly as a consequence our failure to carry out instructions/obligations if, we reasonable believe that there may be fraudulent activity or other financial crime affecting the transaction or we are required not to comply with the instructions any law, regulation or court order or due (directly or indirectly) to circumstances beyond our reasonable control preventing us from offering a normal service (such as the failure of any machine, data processing system or transmission link or due to industrial dispute, terrorist threat etc).

The Customer agrees to indemnify and to keep indemnified the Bank and its agents against all actions, proceedings, liabilities, demands, claims, damages, costs and expenses which the Bank or its agent may suffer, incur or sustain directly or indirectly as a consequence thereof.

- 4. This agreement shall be governed by and be construed in accordance with the laws of England and Wales and the parties hereby agree that any legal action or proceedings arising out of or in connection with this agreement may be brought in the Courts of England and Wales.

SIGNATURE of the customer

\_\_\_\_\_

NAME of the customer

\_\_\_\_\_

ADDRESS of the customer

\_\_\_\_\_

TEL/MOB number of the customer

\_\_\_\_\_

SIGNED in the presence of

\_\_\_\_\_

SIGNATURE of the witness

\_\_\_\_\_

ADDRESS of the witness

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