

DEED OF INDEMNITY BY RETAIL CUSTOMERS (ENTERPRISE ACCOUNT)

This DEED OF INDEMNITY is made at _____ this _____ day of _____ between Prudential Bank Limited, a private limited liability company registered and established in Ghana under the Companies Act 1963, Act 179 with its registered office at No. 8 Nima Avenue, Ring Road Central, Accra, Ghana (hereinafter

referred to as "The Bank") of the **ONE PART** and _____

trading/doing business under the name and style of -----
(hereinafter referred to as "**the Customer**" *which expression shall where the context so admits or requires, include his successors and assigns*) of the **OTHER PART**.

WHEREAS:

1. Prudential Bank Limited is operating an Internet Banking Service designated by the name "netWise" for the provision of various online banking and other services for its customers including online funds transfers to third parties.
2. The Customer (holding account no. _____) has applied to sign on to the Bank's Internet Banking Service.
3. The customer in effecting online funds transfer is restricted to and limited to a daily maximum amount of GHS10, 000.00. or any changes in the said amount as shall be determined or prescribed by the Bank from time to time.
4. The customer is required to exercise reasonable care in effecting online funds transfer to third parties so as not to enable, facilitate, permit or allow any other person to use or apply the service fraudulently or without the requisite authority or consent.
5. The Bank shall not be liable whatsoever for any damage or loss caused by the act, error or omission of the customer arising out of the use of the Bank's Internet Banking service.

NOW THIS DEED WITNESSETH that in consideration of the Bank agreeing to provide the Internet Banking service (netWise), the customer hereby irrevocably and unconditionally undertakes to indemnify the Bank and keep it indemnified against all claims, liabilities losses, damages and demands that shall be made against the Bank in any action, suit, litigation or proceeding and in any matter whatsoever, arising out of the customer's use of the Internet Banking online funds transfer service or the authorized or unauthorised usage of the customer's internet access and facility by a third party.

IN WITNESS WHEREOF the customer has on the date mentioned above set his hands to this indemnity in execution thereof.

SIGNED BY :.....)
Trading/doing business under)
the name and style of.....)
.....) (Signature)

In the presence of:

Witness:

Signature:.....

Name:.....

Address:.....

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