

Non-Judicial  
Stamp as an  
Indemnity

Place: \_\_\_\_\_

Date: \_\_\_\_\_

To

Ujjivan Small Finance Bank Ltd.,

..... Branch,

.....

Dear Sir/Madam,

We are maintaining in our name, the following account(s) at your branch:

Nature of Account	Account Number	Customer Id	Authorised Signatories	Email ID

In our day to day business, we may make requests or provide instructions or directions to you touching upon operations in the above mentioned account(s) (hereinafter "the Account(s)"), including, but not limited to, the matters relating to payment of amount(s) from the Account(s) by way of debits to the said Account(s)

Notwithstanding anything to the contrary contained in the Account Opening Form, Customer Information File or any other document/agreement which we have submitted to you in regard to the Account(s), we, the undersigned, do hereby request and irrevocably authorise you to act and rely on any instructions or communications for any purpose [including but not limited to the instructions/communications pertaining to the operation of the Account(s) or to any other facilities or services that may be provided by you from time to time] which may from time to time be or purport to be given by us through, e-mail [including such instructions/communications as may be or purported to be given by those authorised to operate on the Account(s)] (hereinafter "**the Instructions**"). The email ID from which we shall be submitting the Instructions is captured in the abovementioned table (hereinafter "**the e-mail ID**").

We are aware and acknowledge that there are inherent risks involved in sending the Instructions to you via e-mail. We hereby agree and confirm that all such risks shall be fully borne by us and we assume full responsibility for the same, and you shall- not be liable for any losses or damages including legal fees arising upon its- acting, or your failure to act, wholly or in part in accordance with the Instructions so received.

NOW, IN CONSIDERATION OF YOUR AGREEING, subject to the terms and conditions hereunder, to act upon the Instructions as aforesaid, we hereby solemnly state, affirm, agree and undertake as follows:

1. You shall be entitled to act or refuse to act as you deem fit, without incurring any liability whatsoever to us or to any other person, upon any Instructions for any purpose which may from time to time be or purport to be given by e-mail [including such Instructions as may be or purported to be given by those authorised to operate on the Account(s)], even if such Instructions are not followed up by written confirmation to you.

2. You shall be entitled to rely and act on the Instructions, which originate or appear to have been originated from the e-mail ID and such actions shall be fully binding on us. You shall not be required to independently verify the veracity, authenticity or validity of the Instructions, or the authority of the personnel who gave the Instructions or to advise us about prudence of the Instructions. You shall not undertake any liability in regard to any action taken by you based on the Instructions so received from us or for delay in carrying out the Instructions, or where you do not or is unable to stop or prevent the carrying out of or the execution/implementation of an Instruction that is subsequently countermanded by us on account of fraud or otherwise.
3. The Instructions shall be conclusively presumed for your benefit to be duly authorised by and legally binding on us, and we shall be fully responsible for the same. You shall not be responsible to ensure the authenticity, validity or source of any Instructions and shall not be liable if any Instructions turned out to be unauthorised, erroneous or fraudulent.
4. We are aware and acknowledge that: a) sending Instruction by email is not a secure means of sending Instruction; b) there are risks involved in sending instructions through email, including the risk that email instructions may be fraudulently or mistakenly written, altered or sent and not be received in whole or in part by the intended recipient; c) the request to you to accept and act on the Instructions which originate or appear to have been originated from the e-mail ID is for our convenience and benefit only. We agree that all the information, including data, statements and reports, relating to the Instructions, sent or received would be of a confidential nature and the information may be intercepted, read, modified or altered by any person during such transmission. We agree that you shall not be liable for any inaccuracy, error, interruption, delay in, or omission of any data or information or the transmission or delivery of such data or information nor will you be liable for any error, omission or delay in the services provided by any phone/internet service provider or any third party service provider on whose performance you are dependant for transmitting such information or data. You shall not be liable for damages, whether direct or indirect, arising out of such transmission including but not limited to any breach of confidentiality, loss of privacy, loss of data, business interruption and delay in delivery or any pecuniary loss. You shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, instruction, information or message, or (b) the transmission or delivery of any such data, instruction, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, instruction, information or message.
5. We shall not to make any claim against or hold you liable by reason of or on account of you having acted or refused to act on any Instructions or you having acted wrongly or mistakenly or of your failure to act wholly or in part in accordance with the Instructions.
6. You shall be entitled (but not obliged) to keep records of the Instructions as you may in your sole discretion deem fit, and your records shall be conclusive and binding on us. You shall be entitled to dispose of or destroy any such records at any time as determined by you at your sole discretion.
7. You are authorised to disclose all Instructions as you may deem fit, to your affiliates, counterparties, service providers, and regulators and other authorities or where you are required by law to do so.
8. You shall be entitled to require any Instructions in any form to be authenticated by use of any password, identification code or test as may be specified by you from time to time and we shall ensure the secrecy and security of such password, code or test and we shall be solely responsible for any improper use of the same.
9. Notwithstanding the above, you may, under circumstances determined by you in your absolute discretion, require from us confirmation of any Instructions in such form as you may specify before acting on the same and we shall submit such confirmation to you immediately upon receipt of your request. Pursuant to receipt of Instructions, you shall have the right but not the obligation to act upon such Instruction. However, it is clarified that, this shall not cast upon you any obligation to follow up or communicate with us for physical written confirmation of the Instructions.

10. You shall not be liable to us or any third party for any or all claims either by us or by any other.
11. We have the capacity and hold requisite authority to execute and accept this document and that this document constitutes our valid, legal, effective and enforceable obligation.
12. This document shall be valid and binding on us even after closure of the Account(s).
13. You may, at any time, without assigning any reason and without any notice withdraw the facility of giving Instructions. However, any such termination shall not affect anything done or any rights or liability accrued or incurred prior to the termination and this document shall survive any such termination.
14. In case we revoke the instructions, the same shall be done before you are executing the Instructions and we shall not dispute or cause to be disputed your action in this regard.
15. If the e-mail ID is compromised/hacked or if the e-mail ID otherwise becomes vulnerable/unusable, we shall forthwith serve upon your branch proper written intimation duly signed by our Authorised Signatory. However, we shall not hold you liable in regard to the Instructions acted upon by you on the basis of the communication(s) received or appeared to have been received from the e-mail ID. Since the request to you to accept and act on Instructions which originate or appear to have been originated from the e-mail ID is for our convenience and benefit only, we shall take or cause to be taken requisite steps to mitigate loss (if any) incurred by us due to any such instances.
16. If we propose to change the e-mail ID due to administrative reasons, we shall serve upon your branch written request, duly signed by our Authorised Signatory, at least 10 (Ten) days prior to the date meant for effecting such change. Till such time you register the changes in your records pursuant to such request, you shall have the right to process the Instructions received or appeared to have been received from the existing e-mail ID.
17. We jointly and severally shall indemnify you and keep you and your officials indemnified from and against all claims either by us or any other, actions, demands, liabilities, costs, charges, damages, losses, expenses and consequences of whatever nature (including legal fees on a full indemnity basis) and howsoever arising, which may be brought or preferred against you or that you may suffer, incur or sustain by reason of or on account of your having so acted whether wrongly or mistakenly or not, or of your failing to act wholly or in part in accordance with the Instructions and the terms of this Undertaking-cum-Indemnity.

This Undertaking-cum-indemnity shall be governed and construed in accordance with the laws of India and we hereby irrevocably submit to the exclusive jurisdiction of the Courts/Tribunals/Fora in Bengaluru with regard to the matters touching upon the arrangement under this document.

[Applicable to Proprietorship Concern]

**SIGNED AND DELIVERED** by Shri. /Smt.

\_\_\_\_\_ as sole Proprietor/ Proprietaries of M/s

\_\_\_\_\_ .

[Applicable to Limited Liability Partnership]

**SIGNED, SEALED AND DELIVERED** by

\_\_\_\_\_ pursuant to the

Resolution dated \_\_\_\_\_ of the LLP.

[Applicable to Partnership Firm]

**SIGNED AND DELIVERED** by the within named

\_\_\_\_\_, by the hands of

\_\_\_\_\_,  
\_\_\_\_\_, and  
\_\_\_\_\_.

For themselves and as partners of \_\_\_\_\_.

[Applicable to Company]

The Common Seal of \_\_\_\_\_ has been affixed hereto pursuant to the Resolution of its Board of Directors dated \_\_\_\_\_, in the presence of \_\_\_\_\_ [and \_\_\_\_\_], who have in token thereof subscribed [his/her/their respective] signature(s) hereto.

[Applicable to Trust]

**SIGNED, SEALED AND DELIVERED** by \_\_\_\_\_ pursuant to the Resolution dated \_\_\_\_\_ passed by the Board of Trustees of \_\_\_\_\_.

[Applicable to Society]

**SIGNED, SEALED AND DELIVERED** by \_\_\_\_\_ pursuant to the Resolution dated \_\_\_\_\_ passed by the Governing Body of \_\_\_\_\_.

[Applicable to Club]

**SIGNED, SEALED AND DELIVERED** by \_\_\_\_\_ pursuant to the Resolution dated \_\_\_\_\_ passed by the Governing Body of \_\_\_\_\_.