



I/We, (name in full)..... being a customer of Continental Discount House Limited (a financial institution registered in the Republic of Malawi) would like to apply to receive confirmations and account statements through email. I /We hereby give the email address designated to receive these confirmations and statements. We agree to be bound by the provisions of the waiver and indemnity below.

Client Name (in full)	
Designated Email address	
Statement Frequency (tick one only)	Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/>

Whereas (Name of individual client, close corporation or trust)

*Identity/Registration no*Delete whichever is inapplicable

has expressly requested CDH Limited, Registration No. 4095 (Registered under the Banking Act 1989) ("Financial Institution") to carry out certain financial transactions on the basis of instructions given telephonically, by fax, and/or by email,

And whereas the Financial Institution has agreed, in so far as it may be possible within its normal policies and procedures, to allow such instructions,

And whereas I/we understand, confirm and acknowledge that:-

1. authorizing the financial institution to act upon telephonic, fax and/or email instructions may not be the safest or most prudent way of managing my/our portfolio of accounts as a result of the inherent shortcomings in relation to each of the methods.
2. aside from asking questions relating to personal information, it is not possible for the financial institution to confirm the identity of any person providing instructions telephonically and that, should this personal information fall into the hands of a third party, it may be used for the purposes of committing fraudulent transactions.
3. instructions sent by fax can very easily be tampered with, intercepted, fraudulently abused by outsiders, be the cause of delay in carrying out instructions contained therein, inadvertently be misled or not be properly legible and it may furthermore not be possible to verify any signature that has been faxed.
4. the financial institution cannot confirm that any instruction sent by email has indeed been sent by me/us and that the risk of email facilities being fraudulently abused by unauthorized persons cannot be excluded.
5. by instructing and authorizing the financial institution to accept telephone, fax and email instructions, I/we may be exposing myself/ourselves to risk, including but limited to the aforementioned.



NOW THEREFORE:

1. I/we hereby indemnify the financial institution against and waive any rights in connection with any demand, claim or action, whether directly or indirectly relating to or in connection with any telephonic, fax and/or email instruction given, unless the matter is as a result of gross negligence or willful misconduct of the financial institution or any of its employees, in which case the matter shall be dealt with on its legal merits.
2. I/we undertake that should any claim or action be made or instituted against the financial institution as a result of such gross negligence or willful misconduct, any claim shall be limited to direct damages and that no indirect, special or consequential damages shall be claimed.
3. I/we furthermore specifically indemnify the financial institution and hold it harmless from all demands, claims, actions, losses and damage of whatever nature in relation to:-
 - 3.1 infringements of confidentiality arising from the use of the telephone, fax and/or email to convey instructions to the financial institution;
 - 3.2 malfunctions, failures or unavailability of any hardware, software or equipment;
 - 3.3 damage arising from any event beyond the financial institution's control;
 - 3.4 damage arising from the reliance of any person or incorrect, illegible, incomplete or inaccurate information or dates contained in any instructions received by the financial institution;
 - 3.5 damage arising from the sending of false, fraudulent or altered instructions by telephone, fax and/or email;
 - 3.6 damage caused by the misplacement or loss, however caused, of any instructions sent to the financial institution by fax or email; and
 - 3.7 damage caused by the financial institution delay to act immediately upon any instruction sent to the financial institution by telephone, fax or email,

provided that the aforementioned loss or damage is not a result of the gross negligence or willful misconduct of the financial institution or any of its employees, in which case the matter shall be dealt with on its legal merits.

I/we hereby waive the necessity of confirmation of receipt of any instruction issued to the financial institution by telephone, fax or email.

*Corporate ID/CIS/Profile number *Delete whichever is inapplicable

Signed at on / /
(Place) (Day) (Month) (Year)

FOR AND ON BEHALF OF THE CLIENT

Client's signature

Witness 1: Full name(s) and surname Signature

Witness 2: Full name(s) and surname Signature



FOR AND ON BEHALF OF CONTINENTAL DISCOUNT HOUSE LIMITED

Signed

Witness 1: Full name(s) and surname Signature

Witness 2: Full name(s) and surname Signature