

SMS INDEMNITY AGREEMENT CORPORATE



THIS INDEMNITY is given this 03 day of December 2020 to **UNION BANK OF NIGERIA PLC.**, a Bank incorporated and licensed in Nigeria and having its registered office at Stallion Plaza, 36 Marina, Lagos (hereinafter referred to as **"the Bank"** which expression shall unless contrary to the context or meaning thereof include its successors and assigns).

WHEREAS:

1. The Central Bank of Nigeria through its Guide to Charges by Banks and other Financial Institutions has made it mandatory for all financial institutions to send Short Service Messages ("SMS") notices to all customers regarding transactions on their accounts ("the Circular").
2. The Customer being aware of this Circular has decided to opt out of the mandatory SMS notification service ("the Service") and hereby issues this indemnity.

IN CONSIDERATION of the Bank acceding to our decision to opt out of the Service, I, Olukayode Adebiji [insert name of customer] of Linnks IT Solution Limited [insert address] with telephone number 08182441752 (insert the registered telephone number) with current/savings account number 0111525798 domiciled at 131 Broad street, Lagos branch, hereby do affirm as follows:

- a. That I am fully aware of the risk of opting out of the Service which could lead to misstatements, non-receipt of notification, fraud and/or any other unauthorised acts by third party(ies) on my account.
- b. I covenant that I have taken steps to ensure the security of my account and hereby authorise the Bank to discontinue the service on my account.
- c. I shall fully and irrevocably indemnify the Bank, its Directors, agents, privies, assigns, successors, employees or any other person whomsoever acting under the Bank's authority or control against any cost, losses, damages, litigation, action, proceedings, expenses [including Attorney fees], judicial awards of any kind and/or any payment of whatsoever nature made or any cost however incurred whether directly or indirectly, remote or otherwise, arising from the Bank carrying out my instructions herein.
- d. Furthermore, I hereby irrevocably and unconditionally agree that in addition to any general lien or similar right to which the Bank may be entitled to by law, the Bank may at any time and without any notice to me combine or consolidate all or any of my other accounts and deposits and liabilities in any currency that may at any time be in possession of the Bank and set off or transfer any sum or sums standing to the credit of any of any one or more of such accounts or deposits in or towards the satisfaction of any claim made against the Bank or loss suffered by the Bank as a result of or pursuant to the Bank acceding to my request to opt out of the service.
- e. My obligation herein shall not be reduced by any claim by me against the Bank, if any term or provision of this indemnity is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, whatsoever. Any illegal, unenforceable or invalid provision(s) or part of same thereof shall be struck from this indemnity and shall not affect the legality, enforceability or validity of this indemnity.
- f. This indemnity shall be a continuing obligation in respect of any and all matters connected to or arising from the Bank processing such transaction[s].

This indemnity shall remain valid and in full force from the date of its execution hereof until the Bank issues a letter discharging me from my obligations herein

This indemnity shall be construed in accordance with the laws of the Federal Republic of Nigeria.

Dated this 3rd day of December 2020

THE COMMON SEA OF THE WITHIN NAMED
Linnks IT Solution Limited
(insert the name of the Company)

Is hereby affixed in the presence of:


Olukayode A
DIRECTOR

DIRECTOR/SECRETARY