

**INDEMNITY FOR ELECTRONIC DATA TRANSFER-INTERNET BANKING MACHINE READABLE INPUT (SOLE PROPRIETORSHIP)**

On this ..... day of ..... I ..... of ..... holder of National Identity Card bearing No.....carrying on business as a Sole Proprietorship under the name style and firm of ..... under Registration of Firm bearing No.....and having its registered place of business at..... in the Democratic Socialist Republic of Sri Lanka (hereinafter referred to as **“the Customer”**) execute this Indemnity in favor of Seylan Bank PLC duly incorporated under Companies Act No.17 of 1982 and re-registered under Act No.7 of 2007 bearing registration No.PQ9 and having its registered office at Seylan Towers, No.90, Galle Road, Colombo 03 and a branch office at ..... In the said Republic of Sri Lanka (hereinafter referred to as **“the Bank”**) which term or expression as herein used shall where the context so requires or admits mean and include the said Seylan Bank PLC its successors and permitted assigns.

Whereas I, the Customer above-named maintain account/s in.....Branch of the Bank and I process Bulk Payment facilities through the said account from time to time. Whereas in consideration of the Bank agreeing to effect the Bulk Payment Data including the information, instructions, and/or amounts and/or dates given /uploaded to the Bank through Seylan Internet Banking, via e-mail/magnetic tapes, Pen-drives, CDc, Diskettes prepared by me without authentication for direct input to the Bank’s computer (hereinafter referred to as “acceptance”) and in connection with salary or other payments,

I the undersigned.....of..... do hereby undertake to indemnify and hold the Bank indemnified and saved harmless from and against all losses, damages, claims, costs, interests, actions, suits, legal fees, expenses and any detriment of whatsoever kind or nature consequent to or attributable to the Bank acting or purporting to act in the exercise of effecting Bulk payments under the acceptance as described above and I do hereby undertake to accept full responsibility for any errors or omissions arising out of or resulting from such acceptance and effecting payments or transfers as set-out therein and I undertake that:-

1. I will hereafter hold the Bank harmless and keep the Bank indemnified against all actions, proceedings, claims and demands whatsoever which may hereafter be brought or made against the Bank or by whomsoever or liabilities, damages or losses which may hereafter be suffered or incurred by the Bank or whomsoever arising out of or in connection with such acceptance and subsequent receipt of salary or any other payments thereto and from all costs and expenses of whatsoever kind in connection therewith and
2. The Bank shall not be liable for any and all loses, damages, claims, costs, interests, actions, suits, legal fees, expenses and any detriment of whatsoever kind or nature which may be suffered or incurred by me howsoever arising out of or in connection with the said acceptance and the Bank acting upon such instructions or at my request and I shall and will on demand forthwith pay to the said Seylan Bank PLC any or all sums of money which the said Bank may have to pay or might have paid to any other party/parties whom is/are not a connected party/parties to the said salary and other payments in respect of all matters arising and connected with the uploading of salary and other payments together with all charges, costs, losses damages and expenses which may incur in consequent to the transactions made by the Seylan Bank PLC as aforesaid.

.....  
Authorized Signature

.....  
Witness

Account Title .....

Name .....

Account No. ....

Address .....

NIC No. ....

Occupation .....