



Electronic instruction indemnity – corporate

To branch

Westpac Banking Corporation ('Westpac')

1. Organisation details

Organisation name

2. Authorisation to the bank

It would be convenient, and in our interests, if we could from time to time, send instructions, confirmations, or other information by Electronic Communication to Westpac in relation to any accounts, facilities or other arrangements which we may now or in the future have with Westpac.

Electronic Communication means communication by email, facsimile, telephone, or other computerised means (including, without limitation, by any Westpac online banking system such as LoanIQ and Corporate Online or any other online system such as Adobe Acrobat Pro);

Insert name of company and its ACN

'we', 'our' and 'us' means

In consideration of Westpac agreeing to accept instructions, confirmations or other information appearing to be sent by us by the above means, and without limiting the terms of any other authorities or indemnities, we agree that:

1. Each Electronic Communication relating to a product, facility or transaction with Westpac will be given by a person or persons authorised to give instructions, confirmations or other information of the type contained in the Electronic Communication under the terms on which that product, facility or transaction is provided or entered into by Westpac. Without limitation, this includes our undertaking that only persons who have been properly identified as signatories to an account for the purposes of relevant Anti-Money Laundering and Counter-Terrorism Financing legislation will provide instructions by Electronic Communication requesting, directing or otherwise in connection with transactions on that account. Westpac will not be taken to have knowledge that an Electronic Communication has been sent by an unauthorised person merely because the identification line in that email differs from the name of the person sending it.
2. Whenever we instruct, confirm or otherwise provide information by Electronic Communication which requires a username and/or password, we will ensure the username and/or password will only be provided to a person or persons that are fully authorised by us and the username and/or password will be kept safe, secure and strictly confidential. We will take all reasonable steps to preserve the confidentiality of the username and/or password.
3. Each Electronic Communication will be in a form acceptable to Westpac and in the form (if any) prescribed for the relevant purpose. In the case of email that prescribed form may be included as an attachment.
4. Each facsimile will be sent to the telephone number notified from time to time for that purpose by Westpac and each email will be sent to the email address notified from time to time by Westpac for the relevant purpose.
5. A facsimile will be taken to have been received by Westpac if actually received in a form considered to be legible by Westpac having been sent to the telephone number notified from time to time for that purpose by Westpac. An email will be taken to have been received by Westpac if you receive a return email from Westpac (other than an automatic or system generated acknowledgement) actually confirming receipt.
6. An email will not be taken to have been received by Westpac if we receive a return email from Westpac that states that the recipient is no longer working with Westpac or is out of the office (or similar) or we receive any form of error message that indicates the email may not have been received at the given email address.
7. If an Electronic Communication appears on its face to be genuine, Westpac has no obligation to verify its authenticity or accuracy unless Westpac knows or has reasonable grounds to believe that the facsimile or email is unauthentic or inaccurate.
8. Westpac may act on any instruction, confirmation or information provided by Electronic Communication regardless of by whom the actual or purported Electronic Communication was transmitted or by what means any signature or name may have been affixed, unless Westpac knows or has reasonable grounds to believe that the Electronic Communication has been sent in error or is fraudulent.

9. Westpac may also, in its reasonable discretion, defer acting in accordance with the whole or any part of any instruction, agreement, document or confirmations provided by Electronic Communication pending further enquiry to or confirmation from us, but Westpac will not be under any obligation to so defer in any case.
10. We release Westpac from, and indemnify Westpac against, all claims, losses, damages, reasonable costs and expenses in connection with Westpac having acted or delayed or deferred acting, or (in the case of an instruction or confirmation received more than once), repeating an action in full or partial reliance on instruction, agreement, document or confirmations received by Electronic Communication except to the extent that Westpac has acted negligently or fraudulently in any circumstances in relation to that Electronic Communication.
11. We acknowledge that Westpac's acceptance of this authority and indemnity and of subsequent Electronic Communication does not constitute an undertaking on its part to always accept Electronic Communication for all or any purposes. Westpac may, at any time, advise us that it is no longer prepared to accept Electronic Communication in a particular context or in all contexts but if it does so will give us notice.
12. We acknowledge that Electronic Communication may not prove to be secure methods of delivering instructions, confirmations or other information and that Electronic Communication may be interfered with, altered, forged, duplicated, intercepted or viewed by unauthorised third parties, and we accept these and other risks associated with sending instructions, confirmations or other information by these means.
13. Each release and indemnity given in this document survives the cancellation of this authority in respect of all Electronic Communication received or taken to be received by Westpac prior to it having received actual notice of such cancellation and, in the case of cancellation by us, Westpac having sufficient time to disseminate the fact of cancellation to its relevant employees.
14. If there is any inconsistency between this document and any other document, the terms of this document prevail. Further, if another agreement requires us to Instruct Westpac in a certain way (for example by way of a prescribed form of notice contained in another document) we agree that if we Instruct Westpac by Electronic Communication in respect of the same subject matter, we will be bound in the same way as if we had Instructed Westpac in accordance with the requirements of that other agreement.
15. This document may be executed in two counterparts and, if so, each counterpart constitutes an original of this document, both of which together constitute one instrument.

3. Authorisation and acknowledgement

Organisation name

Authorised signature

Given names

Surname

Official designation (eg. Director, Company Secretary or equivalent)

Date (dd/mm/yyyy)

Authorised signature

Given names

Surname

Official designation (eg. Director, Company Secretary or equivalent)

Date (dd/mm/yyyy)