Date: \_\_\_\_, \_\_\_\_\_\_\_\_ 2023

To: I&M Bank Limited.

1 Park Avenue,

First Parklands Avenue,

P.O. Box 30238 - 00100

**NAIROBI.**

**LETTER OF INDEMNITY**

1. **Recitals**
   1. I/We …………………………………..……… and………………………………... hereby confirm that I/we am/are a ……………………………………. {insert parent(s) or guardian(s)}, to ………………………………………. a minor (“the Applicant”);
   2. I /We confirm that I/we have parental responsibility over the Applicant in accordance with the Children’s Act No. 29 of 2022
   3. THAT to the best of my/our knowledge there exists no legal suits, or any claims from any person claiming to have either sole or joint parental responsibility over the child, or any Court Orders or Judgements, or Orders from any other legal authority, which disqualify me/us from having parental responsibility over the child or place any conditions on my/our parental responsibility over the child.

**The indemnifier states as follows:**

1. **Indemnity**
   1. As the ……………………………… {insert parent or guardian} of the Applicant, I/we confirm that I/we have the authority to sign the Multicurrency Prepaid Card Application form, as the Cardholder (as defined in the Multicurrency Prepaid Card Terms and Conditions) , on behalf of the Applicant. If I am the only parent or legal guardian signing below, then I represent and warrant that I am the only parent or legal guardian with parental authority to sign the Multicurrency Prepaid Card Application form on behalf of the Applicant.
   2. As the ……………………… {insert parent(s) or guardian(s)} of the above Applicant, I/we understand the Applicant’s responsibility in the use and care of the Card and that I/we will bear any liability with respect to any claim that may arise with respect to the usage of the Card by the Applicant, these include but are not limited to claims that may arise in the event the Applicant misplaces the card or exposes the Card PIN to any third party, or uses the Card in a negligent, fraudulent or illegal manner.
   3. I/we confirm that I/we have read and understood the terms of the Multicurrency Prepaid Card Application form and explained it to the Applicant. I/we hereby confirm that I/we agree to its terms.
   4. I/we also understand that I/we will be responsible for monitoring the use of the Card by the Applicant.
   5. To the full extent permitted by law, I/we release I&M Bank Limited from all claims that the Applicant or I/we or any third party may have arising from the usage of the Card by the Applicant, whether those Claims exist now or arise in the future. This release is binding on me/us and my/our personal representative(s), estate, and heirs and any other person with rights regarding the Applicant; and the Applicant, to the maximum extent permitted by law.
   6. In consideration of I&M Bank Limited offering the Card to the Applicant I/we hereby unconditionally and irrevocably undertake and agree to fully indemnify I&M Bank Limited against all claims, demands, losses, costs, damages, liabilities or expenses whatsoever which I&M Bank Limited may at any time incur, sustain or suffer as a result of any claim by the Applicant, I/we or any third party arising from the usage of the Card and I/we also agree to reimburse I&M Bank Limited in full, upon demand, for all payments, losses, costs, attorneys’ fees, damages, liabilities and all other expenses made, suffered or incurred by I&M Bank Limited as a consequence thereof or arising therefrom.
2. **Miscellaneous**
   1. This Letter of Indemnity is in addition to and shall not merge with or otherwise prejudice or affect any other right, remedy, guarantee, indemnity, security or judgment now or hereafter held by or available to I&M Bank Limited and may be enforced notwithstanding the same.
   2. The provisions of this Letter of Indemnity are in addition to I&M Bank Limited’s General Terms and Conditions available at [www.imbankgroup.com/ke/terms-and-conditions/](http://www.imbankgroup.com/ke/terms-and-conditions/) and are not exclusive of any other terms and conditions set out in any agreement or document entered into or exchanged with the Applicant which may apply.
   3. This Letter of Indemnity shall be governed by and construed in accordance with the laws of Kenya.

**IN WITNESS** whereof I/we execute this Letter of Indemnity the day and year first herein before written.

I/we hereby confirm that I/we have signed this Letter of Indemnity of my/our own free will, without any undue pressure or influence on me/us in this regard and with reasonable time to determine whether providing this indemnity is in my/our best interest and the best interest of the Applicant and having consulted with my/our legal counsel.

**Name (Parent/Guardian): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**Name (Parent/Guardian): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

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