

General Terms & Conditions Form

The relationship between the Bank and the Customer depends upon whether the Customer's Account is in debit or in credit. Subject to any agreement made in writing between the Bank and the Customer, the relationship between the Bank and the Customer will be governed by the following terms and conditions (the "Terms and Conditions"):

1. DEFINITIONS AND TERMS

- "Account" means any type of account and (including without limitation) in relation to any advance, deposit, contract, product, dealing or service established and operated between the Bank and the Customer;
- "Available Balance" means the amount (excluding any unconfirmed credit) in the Account, which can be drawn by the Customer;
- "Application Form" means the Customer or in relation to the Customer in respect to the opening of an Account;
- "Authorized Signatory" means the Customer or in relation to the Customer any person(s) authorized as specified in writing by the Customer to operate the Account on the Customer's behalf;
- "Bank" means Spire Bank Limited, incorporated in Kenya as a limited liability company under the Companies Act (Cap 486 of the Laws of Kenya) and includes such Branch or Subsidiaries of the Bank as may from time to time be specified by the Bank to the Customer (including but not limited to its successors in title and assigns whether immediate or derivative);
- "Bank's Branches" means (including the main registered office of the Bank) all places either in or outside the Republic of Kenya where the Bank's business is operated and conducted;
- "Banking/Business Day" means the hours for which the Bank is generally open for all classes of business as may be determined by the Bank in respect of each of the Bank's Branches from time to time;
- "Banking Hours" means the hours for which the Bank is generally open for all classes of business as may be determined by the Bank in respect of each of the Bank's Branches from time to time;
- "Bank Subsidiary" means the subsidiary or subsidiaries of the Bank which may from time to time be specified by the Bank to the Customer;
- "Bank's Tariffs" means (including but not limited) to the schedule of the charges and fees levied by Bank in relation to the Account;
- "Cheque" means the cheque forms issued by the Bank and forming part of the Cheque Book;
- "Cheque Book" means the serially numbered Cheques bound together and issued by the Bank to the Customer;
- "Cheque Book Terms and Conditions" means the Specific Terms and Conditions relating to the use of the Cheques by the Customer;
- "Customer" means the holder of the Account;
- "Customer Group" means the Customer and where the Customer is a company, its holding company (if any) and their respective subsidiaries from time to time;
- "Debt" means all moneys, obligations and liabilities whatsoever for principal, interest or otherwise in Kenya Shillings or in any other currency which may now or in the future be due, owing or incurred by the Customer to the Bank whether present or future, actual or contingent;
- "Foreign Currency" means for the time being any currency other than Kenya Shillings;
- "General Terms and Conditions" means the Bank's General Terms and Conditions signed by the Customer at the time the Customer opens a Bank Account and as amended by the Bank from time to time;
- "Kenya Shillings" means for the time being the lawful currency of the Republic of Kenya;
- "Mandate" means the manner in which the Bank will act upon the Customer's instructions as set out in the Application Form;
- "Security" means any agreement, mortgage, charge, pledge, lien, guarantee, indemnity, debenture and/or other security document securing in whole or in part any moneys, obligations and/or liabilities of the Customer with the Bank;
- "Specific Terms & Conditions" means the particular terms and conditions relating to the specific type of Account, which are available to the Customer upon request; and
- "Tax" means all taxes levies duties charges imposts or withholdings (including, without limitation, compensating tax, drought levy, value added tax, stamp duties, service charges, National Social Security or Hospital Insurance Fund Payments) together with all penalties charges and interest relating to any of them.
- "You" or "Customer" means the person who has signed these Terms and Conditions and includes any person authorized to give instructions on behalf of any such person to us and "your" shall be construed accordingly;
- "Us" means the Bank and "we" and "our" shall be construed accordingly;

2. ELIGIBILITY

The Bank may open an Account for a Customer, subject to the Customer's status and the Specific Terms and Conditions of that Account.

3. CUSTOMER'S ADDRESS

The address given by the Customer in the Application Form will be considered by the Bank to be the registered address of the Account. All postal communications to the Customer will be sent by the Bank to the address specified in the Application Form and this address shall be treated as the last known address of the customer unless the Customer notifies the Bank in writing of any changes to this address.

The Customer must immediately notify the bank in writing of any changes to their address.

4. CUSTOMER'S NAME

The Account will be operated by the Customer under the name(s) appearing in the documents provided by the Customer together with the Application Form. The Bank may require satisfactory proof of the Customer's name and any change thereof (if any) and the Bank may refuse to act on the Customer's instructions until these requirements are met.

5. CUSTOMER'S INSTRUCTIONS

- the Bank shall only act on Customer's original signed instructions or documents drawn or accepted in accordance with the Mandate until such time as the Customer shall give the Bank written notice to the contrary;
- Instructions received after Banking Hours or on a non-Business Day will be processed on the next Business Day. The customer may cancel instructions which the Bank has confirmed in writing that have not been acted upon. This will not be applicable where the Bank is irrevocably bound to process the transaction in question. The Bank is entitled to levy a charge for cancelling instructions;
- the Bank may, subject to certain requirements and upon prior written request from the Customer, act upon telephonic facsimile, electronic or other forms of non-written communication. The Bank shall however not be held liable and the customer shall hold the Bank harmless if the Bank acts on instructions which have been corrupted or improperly transmitted or if the information contained in the said communication is not received or delayed;
- the Bank may refuse to act on the Customer's instructions, if the instructions are not clear and/or the Bank has reason to believe that the Customer did not give the instruction and/or the Bank believes that a law, regulation, code or other duty which applies to the Bank may be broken by carrying out the instructions.

6. SPECIMEN SIGNATURES

- The Customer will give to the Bank in a form acceptable to the Bank a specimen of the signature of the Customer and/or any Authorized Signatory.
- In the absence of instructions in writing to the contrary and in form satisfactory to the Bank, the Bank is authorized to accept such authorized signatories on the Customer's account as being entitled to withdraw all or any of the Customer's property or securities held by the Bank from time to time and to open any further account in the Customer's name.
- The Bank may require a fresh specimen in the event of a change in the Customer's name and/or its constitution. The Bank reserves the right to reject the specimen and the Bank shall not be obliged for giving its reasons for so doing.

7. DEPOSITS & CREDITS

- The Customer may deposit cash, cheques and/or other instruments drawn in a manner acceptable to the Bank for credit to the Account. The Bank will not accept any liability for cash sent through the post. All cheques and/or other instruments sent through the post must be crossed and marked 'Account Payee Only/Not Negotiable' and must be made payable to the name appearing in the Customer's Account;
- any negotiable or non-negotiable instrument of whatsoever nature shall be accepted by the Bank for deposit or collection at the risk of the Customer. The Bank reserves the right without prior notice to reverse entries in the Account where promissory notes, bills of exchange, cheques or other negotiable instruments previously credited to the Account are returned unpaid for any reason even after the Bank has advised the Customer of payment.
- the Bank assumes no responsibility or any liability for the value given to funds by a beneficiary or corresponding bank provided that the Bank has acted according to the customer's instructions;
- the Bank acts only as a Customer's collecting agent and assumes no responsibility for the realization of any items deposited with the Bank for collection; and
- the negotiation and collection of negotiable instruments denominated in a Foreign Currency, shall be subject to the International Chamber of Commerce Uniform Rules of Collection as presently enacted or subsequently varied and/or amended.

8. PAYMENT OF CASH

- The Bank will only pay cash to the Customer upon the presentation of a cheque, where the cheque is duly signed in accordance with the Mandate;
- where a cheque is presented not by the Customer but by a third party for the payment of cash, the Bank may require confirmation from the Customer or from an Authorized Signatory before it makes payment to that third party; and
- where the Customer requests the Bank to make a payment under sub-clause 7(ii) the Customer shall indemnify the Bank, which the customer hereby does, on a full and unqualified basis in respect of all payments made to the bearer of the cheque whether or not the money is received by the Customer and whether or not the order for payment is in fact the order of the Customer.

9. WITHDRAWALS

Subject to daily withdrawals limits (if any), the Available Balance and the Specific Terms and Conditions of the Account,

- The Customer may make withdrawals from the Account, provided that there is a sufficient Available Balance. The Bank may refuse to make any payment or to allow any withdrawal from the Account if the Available Balance is insufficient to cover such payments or withdrawals. The Bank may also refuse any payment or allow any withdrawal because of any outstanding amount due to the Bank; and the Customer may not be permitted to draw against, and the Bank will not be obliged to make payment against drafts, promissory notes, acceptances, cheque, or other payment /bill of exchange until it is ascertained that these have been duly paid/cleared notwithstanding any entry that may be made in the books of the Bank in the meantime.

10. SIMULTANEOUS ORDER OF FUNDS

Where the Bank receives instructions from the Customer at approximately the same time, the total amount of which exceeds the Available Balance to the Customer, the Bank may in its sole discretion honour the orders in whatever manner it thinks fit; and without regard to date or chronological order of receipt.

11. BANK CHARGES AND EXPENSES

The Bank is entitled to be paid by the Customer and may debit the Account with:

- All expenses incurred by the Bank in clearing or attempting to clear any cheque or other payment to be credited to the Customer's account.
- interest (including default interest if any) on any overdrawn account, loan account or on any other credit facility granted by the Bank to the Customer, at a per annum rate, or at a monthly rate to be determined by the Bank in its sole discretion, without notice to the Customer (failure by the bank to notify the customer of any changes in interest rate shall not prejudice in any way the recovery by the bank of the interest charged) and within the limits (if any) permitted by law; legal and/or professional charges charged on a 'Client' basis and incurred by the Bank in obtaining any legal and/or professional advice in connection with the Account, the preparation of any documents relating to the Customer's credit facilities and/or any dealings by the Customer with the Bank;
- processing fees, commitment fees, commission charges etc. at such rates, at such times or in such manner as the Bank may from time to time decide; and
- fines, damages, costs, fees, expenses, charges, interest, etc, that may be suffered by the bank; or levied on the bank by a third party; or paid by the bank upon demand by a third party as a result of the bank acting or not acting; on the request of the customer; or relating to or in connection with the services offered by the bank to the customer; provided the claim, demand or action that led to the fines, damages, costs, fees, expenses, charges, interest, etc was not as direct consequence of the gross negligence or wilful misconduct of the bank, or any of its employees;
- all other expenses and charges levied by the Bank as more particularly set out in the Bank's Tariff (a copy of which is available upon request).

12. STATEMENTS OF ACCOUNT

- The Bank will provide the Customer with a statement of Account on a regular basis covering all the transactions made in and out of the Account. The Customer may request (at an extra fee) for the statement to be sent at different frequencies; and
- the contents of any statement issued by the Bank to the Customer, to which the Customer has not objected to within twenty-eight (28) days of dispatch, shall be deemed to be accepted by the Customer and shall not be challenged by the Customer on any ground, whatsoever;
- for all purposes, including any legal proceedings, a certificate by any director, manager and/or any authorized signatory of the Bank as to any matter relating to the Account and/or Debt shall be conclusive and binding upon the customer in the absence of any manifest error.

13. STANDING ORDERS/DIRECTOR DEBITS

The Bank may permit the Customer to use automatic debits or withdrawals (such as Direct Debits or Standing Orders) from the Account unless the Specific Terms and Conditions of the Account state otherwise. All such transactions will be set up by the Bank's discretion and the Bank reserves the right not to honour any instructions relating to a Direct Debit or Standing Orders where there is an insufficient Available Balance.

14. ACCOUNTING & TRANSMISSION ERRORS

- any money credited by the Bank to the Account in error must be repaid to the Bank together with any applicable interest within twenty four (24) hours upon demand being made by the Bank to the Customer. The Bank reserves the right to reverse without prior notice to the Customer, any entry made to the Account in error. The Bank accepts no responsibility for the consequences of such reversal(s); and
- Payment orders, exchange operations and sales and purchases of securities in Kenya or elsewhere, undertaken by the Bank for the account of the Customer shall be at the Customer's own expense. Neither the Bank nor any of its correspondences nor any of its employees shall be liable for any mutilation, corruption (including without limitation of cables, airlines, courier services, electronic mail, telex or facsimile systems howsoever occurring).

15. INTEREST

- Interest shall only be payable on the credit balance in an interest earning account. Interest will be calculated at the Bank's specified rate (which may be varied by the Bank from time to time);
- Interest will be paid and credited to the Account;
- Interest will be calculated on gross and any Tax that the Bank is required to pay will be debited from the account.

16. BORROWING FROM THE BANK

The Customer may borrow money from the Bank by way of overdraft, loans or advances, which must be applied for in accordance with the Bank's procedures and upon such terms as the Bank shall agree. The Bank will be entitled to debit the Customer's Account with interest, commission and other banking charges (including legal charges) incurred in connection with any borrowings. Nothing herein constitutes approval of an overdraft facility.

17. REPAYMENT OF OVERDRAWN ACCOUNTS

- If the Account has an overdraft facility the limit approved must not be exceeded without the Bank's consent. The Bank may refuse to pay a cheque, make a payment or allow a withdrawal if the payment or withdrawal would cause the overdraft limit to be exceeded; and
- if the overdraft limit is exceeded, the Bank may charge a fee and additional interest may also be levied on the entire overdrawn balance for each day that the overdraft limit is exceeded.
- if the Account has no overdraft facility and the Account is overdrawn in accordance with the Mandate, the Bank is entitled to demand from the Customer the immediate repayment of the overdrawn amount in full, together with interest.

18. BANKERS' LIEN

- in the event that the Customer is indebted to the Bank, the Bank has a general lien over all the property of the customer in the Bank's possession, including, but not limited to cash, goods, securities or valuables held by the Bank as security, cheques presented for payment, bills and any other property (movable or immovable) charged by the Customer in favour of the Bank to secure the repayment of any money, (actual or contingent) whether or not that money has been repaid by the Customer to the Bank.

- Where the Bank has a general lien, the property of the Customer set out in subparagraph 18(i) above shall be held by the Bank as security for the Customer's indebtedness to the Bank; and
- the Bank may, at any time, give the customer notice in writing that if any indebtedness is not repaid to the Bank within a stipulated period of time, the Bank, may without any further notice to the Customer, enforce any of its rights and remedies under any security or property held by the Bank to discharge the debt.

19. BANK'S RIGHT OF SET-OFF

All operations between the Bank and the Customer of whatsoever nature shall be considered and treated by the Bank for all purposes as a single integral and indivisible account and the Bank may

- without notice utilize any credit balance in the Account (whether current, loan, savings, time deposit or any other type of account or in the account of any other person for whom the Customer has agreed to act as surety) to pay any sum due from the Customer to the Bank or any other person whom the Customer has agreed to act as surety. This right of Set-Off shall be in addition to, and shall not impair or affect, any of the Bank's other rights of recovery;
- convert, at the Bank's prevailing rates of exchange, any money held by the Bank in a Foreign Currency denomination which is subject to the Bank's lien and thereafter exercise the Bank's right of Set-Off. The Bank accepts no liability for any loss caused by such currency conversions; and
- liquidate a time deposit (including those denominated in Foreign Currencies and/or for a given period of time) and exercise the Bank's right of Set-Off against the Customer's indebtedness notwithstanding that the time period of the deposit has not expired or interest accrued.

20. VARIATION OF RELATIONSHIP & CLOSURE OF ACCOUNT

The Customer may, upon the giving of notice, close the Account subject to the settlement of any payment due to the Bank and any account closing charges; The Bank may at any time, upon giving notice to the Customer, terminate or vary its business relationship with the Customer and may require the repayment by the Customer of any indebtedness of the Customer to the Bank resulting from such determination or variation; and if the Bank terminates or varies its relationship and/or closes the Account, it shall be the Customer's responsibility to notify others regarding such termination or variation.

21. FREEZING OF THE ACCOUNT

The Bank in its sole discretion may at any time, refuse to accept any instructions in regard to the Account, if and so long as:

- There is any dispute between the Customer and the Bank; or
- if the Bank has any reason to suspect that a fraud has been or is likely to be committed; or
- that the Account is being or is likely to be operated by the Customer for illegal transaction; or
- the Bank has any doubt for any reasons that the Customer is not the person entitled to operate the Account; or
- the Bank is under a legal obligation to do so.

22. CHEQUE BOOKS

- The Cheque Book will be issued by the Bank to the Customer at its own discretion, subject to the Cheque Book Terms and Conditions which are set out below and on the inside cover of the Cheque Book;
- The Bank may charge a fee for the issuance of a Cheque Book and any other additional Cheque Books issued to the Customer;
- The Bank may refuse to make payment to the Customer or any other third party on any cheque which is not drawn in the manner specified in the Cheque Book Terms and Conditions set out below:
- the Customer must write, date and sign the Cheque in clear handwriting using legible ink (preferably blue or black) in the currency of the Account for an amount not exceeding the Available Balance;
- when drawing a Cheque;
- the amount should be stated in both words and figures in such manner as to prevent the insertion of any other word or figure and/or to prevent any fraudulent alterations;
- the Cheque must be signed by an Authorized Signatory as per the terms of the Mandate;
- any alteration to the Cheque must be countersigned by an Authorized Signatory as per the terms of the Mandate;
- any uncrossing of the cheque must be done by an Authorized Signatory as per the terms of the Mandate;
- no incomplete Cheque book is to be given to any person; and all incomplete cheques are kept in safe custody at all times.
- the Customer must count the number of Cheques contained in the Cheque Book at the time the Customer is issued with the Cheque Book and periodically throughout the use of the Cheque Book. If any Cheque is found to be lost or missing, the Customer must inform the Bank immediately.
- the Bank may refuse to honour a Cheque where the date of the Cheque is more than six (6) months old or where the date is in the future (post-dated);
- where the Customer wants the Bank to stop payment on a Cheque, the Customer must immediately request the Bank in writing to do so. Upon receipt of a written notice from the Customer to stop payment of a Cheque, the Bank will record the notice and stop the payment provided that such notice is received before the transaction sought to be stopped has occurred. The Bank reserves the right to charge an administration fee for stopping the payment of a Cheque;
- the Bank shall not be liable to the Customer or to any third party in any way for making payment on the Customer's behalf, where the Cheque is presumed to be issued by the Customer and the signature or content of the written instruction has been forged if:
- the Customer has facilitated in such forgery; or there has been a previous forgery of the Customer's Cheque or note of instruction without the Customer having previously objected to the payment; or the client has been negligent and/or indolent;
- the Bank acts only as the Customer's collecting agent and if the Customer's Cheque or any other third party instrument is lost or stolen while in the custody of the Bank even where the Bank has been negligent, the Bank shall not be liable for any loss of profit or opportunity suffered by the Customer or any other person and/or for any charges incurred by the Customer or any other person in stopping payment thereof.

23. JOINT ACCOUNTS & PARTNERSHIPS

The following Specific Terms and Conditions shall apply to Joint Accounts & Partnerships:

- Where a Joint Account is operated by a Mandate designated as 'Either/or Survivor', each Customer is authorized to operate the Joint Account individually. The Bank shall assume that the instructions given by one Customer regarding the Account are authorized by the other customer;
- if one joint account holder becomes deceased the bank will be guided by the succession laws and procedures in place at the time;
- where a Joint Account is operated on a Mandate designated as 'Jointly', each Customer is only authorized to operate the Joint Account together with the other Customer (or as specified in the Mandate). The Bank shall not be held liable for refusing to act or for any delay in accepting the Customer's instructions where only one Customer gives instructions;
- if any Customer gives instructions that conflict or appear to conflict with instructions given by another Customer the Bank may refuse to act on such instructions until the conflict is removed to the Bank's satisfaction; and
- firms having an account with the bank (whether partnership or otherwise) agree that upon any partner ceasing to be a member of the firm by death or otherwise and in the absence of written notice to the contrary from the firm or any partner or the legal personal representatives or trustees of any partner the Bank may treat the surviving or continuing partner or partners or other partner or partners for the time being as having full power to carry on the business of the firm and to deal with its assets as freely as if there had been no change in the firm. the authority which a firm gives to the Bank for holding of partnership account shall remain in force until revoked notwithstanding any change in name of the firm and notwithstanding any change in the membership of the firm whether by death, bankruptcy, retirement or the admission of any partner or partners or otherwise.
- without prejudice to the provisions of the last two preceding Clauses the firm and its partners undertake to notify the Bank forthwith in writing all changes in the name or membership of the firm howsoever arising and acknowledge that the Bank shall not be obliged or entitled to regard any person other than the persons signing the authority for opening of the account as partners in the firm until the Bank has received written notice satisfactory to it to the effect that there has been a change in the firm.
- each Customer, whether joint account holder or partner, shall be jointly and severally liable to repay any monies owing to the Bank in respect of the Account.

24. FIXED DEPOSITS

The Bank may at its sole discretion, accept funds in specified currencies from the Customer to be placed in an interest earning deposit account for a fixed period of time. Fixed deposits shall be governed by the following terms and conditions:

- If the amount for the Fixed Deposit Receipt/Call Deposits is tendered in shape of a cheque or Banker's cheque, the receipt shall be issued after clearance of the subject cheque and interest shall also start from the date the cheque is cleared.
- The deposits receipts are repayable only upon maturity and at the office of issue. However, the Bank in its absolute discretion may repay a receipt prior to its maturity which may be subject to a charge or penalty to be determined by the Bank.
- In case no specific instructions are given for renewal, the interest shall cease after the date of maturity of the subject deposit.
- The constituents authorise the bank to without notice combine or consolidate his/her/their account/s with and liabilities to the Bank and set-off or transfer any sum/s standing to the credit of any such accounts or any other sum/s owing to his/her/their from the Bank in or towards satisfaction of his/her/their liabilities to the Bank on any other account or any respect whether such liabilities be actual or contingent primary or collateral and several or joint and that the Bank's rights hereunder shall not be affected by his/her/their death or death of any one or more of them.
- In the case of deposit standing in the names of two or more persons with joint operations, on the death of one or more of them, the deposit shall be payable to the legal heirs and to the successors of the deceased depositor/s together with surviving depositor/s if any.
- Depositors are requested to take good care of the deposit receipt issued to them and keep them under lock and key. The Bank will not be responsible in any way for any unauthorised payment resulting from any disregard of these instructions and the burden of proof will be upon the clients to show that they have not been negligent in the safe-keeping of the deposit receipt.
- In the event, a deposit receipt is lost or misplaced, depositors are advised to immediately notify the Bank about the same in writing. Though the Bank will take all the necessary precautions, it will not accept any responsibility in case the deposit is paid due to pressure of business or otherwise.
- Upon the written request of the depositor, the Bank may issue a duplicate deposit receipt in lieu of the original; however, the depositors will be required to furnish the Bank, a suitable indemnity and two guarantees acceptable to the Bank. The Bank shall be in its right to disapprove any guarantor for which the Bank shall not be required to give reasons.
- The depositors will not hold the Bank responsible or liable for any loss or damage due to delay in issuing the duplicate deposit receipt for any reason whatsoever.
- The rate of interest mentioned on the FDRs/CRDs are gross and are subject to deduction of withholding tax or any other charges, taxes, fees levied by the Government or Bank.
- Should there occur any changes in national or international, financial, political or economical conditions, currency availability, exchange controls or other legislation which may affect the transferability, convertibility or availability of a specific currency or which may otherwise, prevent the branch to fulfill its obligations, the Bank or its other branches shall in no way be held liable for any consequences deriving there-from.
- Any change in the address of the depositors should at once be communicated to the Bank, at Branch where the deposit is kept.
- The Bank reserves to itself the right to add or modify all or any of the Fixed Deposit/Call Deposit rules or change the rate of interest on notifying the depositors by an advertisement in a newspaper or by means of a notice hung in the Bank's premises or otherwise, and such altered or additional rules and interest rates immediately thereafter be deemed to be binding on all clients.

25. DEPOSITS

25.1. Cash Deposits:

Subject to clause 26.6 (Corrections by the Bank) the Bank will credit the relevant Account with an amount equal to any Cash Deposit in accordance with the Bank's normal practice in the Jurisdiction. Any amount above the stipulated threshold provided by the AML/CFT regulation will be required to indicate the source of funds or the purpose of the funds.

25.2. Non-Cash Deposits

- (a) Provided the named payee of any Non-Cash Deposit matches the name of the Client the Bank will credit the relevant Account with an amount equal to any Non-Cash Deposit in accordance with the Bank's normal practice in the Jurisdiction. (b) The Bank may decline to make a Collection in relation to any Non-Cash Deposit and will notify the Client as soon as practicable if it so determines.
- (b) Subject to sub-clause (b) above, the Bank will act only as the Client's agent for Collection in relation to a Non-Cash Deposit.

26. WITHDRAWALS

26.1. Withdrawals:

Subject to these Terms, the Bank will allow a Withdrawal from an Account (and honour any relevant Payment Instrument) provided that:

- (a) There is sufficient credit balance in the Account at the time the Withdrawal is made or is to be acted on by the Bank;
- (b) The relevant Payment Instrument is drawn in a form specified or provided by the Bank; and
- (c) The relevant Payment Instrument is properly completed, contains all the relevant information and appears on its face to be genuine.

26.2. Withdrawals only in Jurisdiction:

Unless otherwise allowed by the Bank, the Client will only request a Withdrawal from an Account in the Jurisdiction. Any amount above the stipulated threshold provided by the AML/CFT regulation will be required to indicate the source of funds or the purpose of the funds

26.3. Expiry of Payment Instruments:

In accordance with the Bank's normal practice and the local laws and regulations in the Jurisdiction, the Bank may from time to time specify an expiry period in relation to a particular type of Payment Instrument (such period starting from the date of the Payment Instrument). The Bank may decline to honour any such Payment Instrument which is presented to it after the end of the relevant expiry period.

26.4. Debiting Accounts:

Without prejudice to clause 19 (Right of Set off), the Bank may at any time debit any Account with any amount due from the Client to the Bank.

26.5. Stopping cheques and cashier's orders:

The Client may request the Bank to dishonour a cheque or a cashier's order which the Client has drawn on any Account. Such a request must be in writing and provide full details of the cheque or the cashier's order and be accompanied by any documents the Bank may require. Acceptance of such a request is not a representation by the Bank that the cheque or the cashier's order has not already been honoured or that there is sufficient time available to the Bank to act on the request. The Bank will use all reasonable efforts to dishonour or to stop further processing of the relevant cheque or cashier's order but will have no liability for any failure to do so.

26.6. Corrections by the Bank:

The Bank may at any time without prior notice to the Client debit an Account to rectify any mistakes/mis-posting into the account.

27. FOREIGN CURRENCY ACCOUNTS

Subject to any Government exchange regulations (where applicable):

- the Bank may, operate the Account in a Foreign Currency;
- the Bank may at the request of the Customer, credit or debit the Account with a currency which is not designated currency of the Account and may convert such amount debited or credit at the Bank's prevailing rate of exchange; and
- the Foreign Currency Account shall be operated by the Customer at the Customer's risk including but not limited to the consequences of any legal, fiscal or other measures affecting the Foreign Currency Account. Accounts opened will be passed on the currencies the bank is allowed to trade in.
- The bank operates under the FATCA regulations. The Customer(s) shall at the point of Account Opening disclose his/their citizenship(s) and residency as the case may be. Failure to disclose ones citizenship shall be treated as a material non-disclosure and shall cause the account to be closed forthwith.

28. INTERNET BANKING SERVICES

As part of this agreement, the bank may provide certain services electronically via the internet to the customer subject to the Terms and Conditions set out in this clause and the remainder of this agreement.

28.1. Definition of Terms

For the purposes of this clause the following terms shall have the following meanings:

- "Channel" means all or any system, medium or channel (including telephone and facsimile), whether Internet based or not, which may be established by us from time to time to enable our customers access and utilize banking and other services provided by us from time to time;
- "Channel Services" means the provision by the Bank to the Customer of access to one or more Channels pursuant to the terms of this Agreement enabling the Customer to utilize one or more of the Internet Banking services;
- "Electronic Bill Payment" allows the Customer to send money from the Customer's account to a creditor or vendor such as public utilities, telephone, electricity, water bills also including telegraphic transfers (TT) to be credited against a specific account;
- "Internet Banking" means Spire Bank Online Banking Service or the performance of transactions, payments etc. over the internet through the Bank's secure website;
- "Authorized representative" means a person who has been granted authority by the Customer to hold and change the Password and hence to access the System and Service and to perform any and all internet banking transactions on behalf of the Customer;
- "Password" means the secret password known only to the Customer's Authorized representative for access to the System and Service. The Customer or its Authorized representative may change the password at will;

- "Request" means a request or instruction received by the Bank from the Customer or purportedly from the Customer through the System and upon which the Bank is, by virtue of sub paragraph 4.1, authorized to act;
- "Security Procedures" means the security measures and procedures set out in the user guides and/ or Service Supplements (including without limitation, provisions relating to customer identification and user identification) and any other instructions that the Bank may give the Customer concerning security from time to time;
- "Service" means such of the internet banking services as the Customer may from time to time subscribe for;
- "Subscription" means subscription for the Service by a Customer;
- "System" means the electronic banking and communications software enabling the Customer to communicate with the Bank for the purposes of the Service. The System and Service will for the purpose of this Agreement be accessed through the internet via the Bank's website, www.spirebank.co.ke; or such other website as the Bank may specify from time to time;
- "The Facilities" means the communication line, modem connection or other software, hardware or equipment provided and used by the customer for the transmission and/or receipt of any information sent electronically or by telephone for the purposes of or in connection with any of the services;

28.2. Subscription by Customer

- In consideration of the Customer paying to the Bank the fees and charges set out in paragraph 7 below, the Bank shall provide the Customer access to and use of the Service subject to and in accordance with the terms and conditions of this Agreement.
- Access to and use of the Service will only be permitted after completion by the Customer of a Service subscription form provided by the Bank specifying in such subscription form the internet banking services that the Customer intends to use. The Subscription shall be subject to the Bank's approval.
- Once the Bank has approved the Subscription and the Customer has been accepted by the Bank as an authorized user of the Service, the Bank shall provide to the Customer a unique identification (ID) that the customer shall use to identify himself during each access request. The customer shall be provided with a unique one time password which he must change and choose a unique password known only to himself. The ID and password will form a unique link to each specific Customer's access profile(s).
- Further additional internet banking services may be provided to the Customer by the Bank, provided that the Customer completes a subscription form in respect of such additional services.
- The Bank may at any time, for any reason whatsoever, without prior notice to the Customer, refuse access to or use of the Service or any part thereof for any period of time and may choose to modify, replace, withdraw, suspend or restrict the Service temporarily.
- The Customer's subscription for and use of the Service shall be subject to the terms and conditions of this Agreement and any current, savings, term, call and overdraft accounts Agreements between the Bank and the Customer and the Bank's General Terms and Conditions signed by the Customer. In the event of conflict between the provisions of this Agreement and any other Agreement, the provisions of this Agreement shall prevail.

28.3. Customer's Facilities and Customer's Responsibilities

- The Customer shall at its own expense provide and maintain in safe and efficient operating order such hardware, software and other facilities (including access to any public telecommunications systems) and any communications network (collectively "the facilities") necessary for the purpose of accessing the System and the Service.
- The Customer shall be solely responsible for ensuring proper performance of the Facilities including any losses or delays that may be caused by the Facilities. The Customer shall be responsible for charges due to any service provider providing the Customer with connection to the internet and the Bank shall not be responsible or liable for losses or delays caused by any such services provider.
- The Customer shall obtain all licenses and consents necessary to have access to and use of the System and shall ensure that all persons it allows to have access to the System shall comply with all laws and regulations applicable to the use of the System and shall follow all instructions, procedures and terms contained in this Agreement and any document provided by the Bank concerning the use of the System and Service.
- The Customer shall prevent any unauthorized access to or use of the System and/ or Service by keeping its ID and Password secret at all times. The Customer shall ensure that its ID and Password do not become known or come into possession of any unauthorized person.
- The Customer shall take all reasonable and necessary precautions to detect any unauthorized use of the System and Service. To that end, the Customer shall ensure that all communications from the Bank are promptly examined and checked by or on behalf of the Customer after receipt by the Customer in such a way that any unauthorized use of and access to the System will be detected.
- The Customer shall immediately inform the Bank by telephone with a written confirmation sent the same day in the event that:
 - The Customer has reason to believe that any Password used by the Customer to gain access to the System and/ or Service and to communicate with the Bank is or may be known to any person not authorized to know the same and/ or has been compromised; and/ or
 - The Customer has reason to believe that unauthorized use of the System and/ or Service has or may have occurred or could occur and a transaction may have been fraudulently input or compromised.
- The Customer shall not send or attempt to send any Request to the Bank through the System if the Customer has reason to believe that for any reason such Request may not be received by the Bank or may not be received accurately and intelligibly.
- The Customer shall at all times adhere to the security procedures notified to the Customer by the Bank from time to time or such other procedures as may be applicable to the Service from time to time and specifically those that may be contained on the Bank's internet website. The Customer acknowledges that any failure on the part of the Customer to adhere to the recommended security procedures may result in a breach of the Customer's profile confidentiality and may

lead to unauthorized transactions in account(s) linked to the Customer's Service subscription with the Bank. In particular, the Customer shall ensure that the Service is not used or Requests are not issued or the relevant functions are not performed by anyone other than a person authorized to do so by the Customer.

- The Bank shall be entitled to alter, amend or replace any or all of the security procedures, form or level of encryption used by the Bank to protect the confidentiality of information provided through the service and all other matters related to or in connection with the delivery or use of the Service by the Customer.
- In the event of such an alteration or amendment, the Bank will inform the Customer of the amended or altered procedure to be complied with by the Customer to facilitate the delivery and use of the Service under such amended or altered procedure by the Bank to the Customer.
- The Customer shall not at any time operate or use the System and/ or Service in any manner that may be prejudicial to the Bank.
- The Customer understands and accepts that it may link a Bank Account requiring multiple signatures to the Customer's profile on this Service only if the Customer has submitted to the Bank an original written standing mandate to the effect that the Bank is authorized to process transactions not exceeding a certain specified amount through the service, and it will be the responsibility of the Customer to ensure that no unauthorized persons have access to the applicable Bank Accounts.
- The Bank shall be entitled and authorized to debit the Customer's Bank Account with the amounts of the transactions effected via the Service as well as debit the Customer's Bank Account with the amount of any fees and/ or charges applicable to the Service from time to time.
- The Customer shall be responsible for the acts and omissions of its authorized representative(s) thus, the Bank shall not be responsible or liable for any loss that arises there-from.

28.4. Irrevocable Authority of the Customer to the Bank

- The Customer irrevocably authorizes the Bank to accept and act on all Requests received by the Bank from the Customer (or purportedly from the Customer) through the System and to hold the Customer liable thereof, notwithstanding that any such Requests are not authorized by the Customer or are not in accordance with any existing mandates given by the Customer. If the Customer requests the Bank to cancel any transaction or instruction after a Request has been received by the Bank from the Customer, the Bank may in its absolute discretion cancel such transaction or instruction but shall have no obligation to do so.
- The Bank shall be entitled to accept and to act upon any Request, even if that Request is otherwise for any reason incomplete or ambiguous if, in its absolute discretion, the Bank believes that it can correct the incomplete or ambiguous information in the Request without reference to the Customer being necessary.
- The Bank shall not be obliged to accept or to act upon any Request if to do so would require access to, action by, or information from a Branch, or a Bank Subsidiary located in any jurisdiction where it is not a Banking Day at the relevant time when such access, action or information is required or would cause a breach of any existing mandate facility limit or agreement between the Bank, the Branch and/ or Bank Subsidiary (as applicable) and the Customer. In the event that the Bank does accept or act upon any such Request, the Customer shall remain liable thereof.
- In the event of any conflict between any terms of any Request from the Customer and the terms of this Agreement, the terms of this Agreement shall prevail. This Agreement and all authorizations and other procedures agreed under this Agreement supplement any general terms and conditions, and any mandates, which apply to the Customer's Bank Accounts with the Bank.

28.5. For the Avoidance of Doubt:

- The Customer agrees that the Bank is authorized to record all telephone conversations made between the Customer and the Bank in writing or by tape or other means as we may determine;
- where any Request is given by fax, email, or short messaging service (sms) followed by delivery of the original Request, the fact that the same had been given by fax, email or sms and the date of the facsimile shall be annotated on the original copy (where possible). In the absence of such annotation, the Customer agrees that the Bank shall not be liable for any consequences including (without limitation), in the case of payment Requests, any losses arising from any duplication of payment or fund transfer; and
- as between the Customer and the Bank, and in the absence of manifest error, the Bank's records (whether in paper, electronic data or other form) of each Request or other communication with the Customer shall be conclusive evidence of the fact of receipt or non-receipt of such Request or communication and of the contents of a Request or communication.

28.6. Internet Banking Services and Transactions

- Subject to the provisions of paragraph 28.3.12 of this Agreement, the Customer may transfer or effect a payment for any amount provided that the transaction does not cause the balance in the Deposit Account to be less than zero except when the Customer has either an approved overdraft facility for the affected Deposit Account or a term Deposit Account pledged with the Bank to cover excesses that may arise in the affected Deposit Account from time to time in which case the two accounts are linked in the System for that purpose.
- If the Customer has an approved overdraft facility or term Deposit Account linked to the payment Deposit Account, the transfers and/ or electronic bill payments using the Service should not exceed the approved overdraft facility limit or the balance in the pledged term Deposit Account.

28.7. Records of Transactions and Customer Rights to Information.

- All activities performed by the Customer once allowed access to and use of the System and/ or Service will be logged until the Customer ends a session. The Bank may keep records of all Requests received from the Customer in electronic form as long as the Bank considers appropriate. In addition, any hard copies of documentation prepared by the Bank in the process of effecting a transaction pursuant to a Request by the Customer will be maintained. As between the Customer and the Bank, the Bank's copy records shall be final and conclusive evidence of the fact of receipt or non-receipt of a Request and of the contents of such Request, and of the correctness of any transaction or Bank Account.

- The Customer will be entitled to a Quarterly statement in hard copy covering all the Service transactions (hereinafter "the Quarterly Statement"). The Customer will also get a reference number upon successful completion of each transfer or electronic bill payment, except for recurring or standing Requests for payments/transfers. A copy of any documentation including the Quarterly Statements provided to the Customer by the Bank which indicates that a transaction was effected through the Service shall be final and conclusive evidence of such a transaction and shall constitute prima facie proof that such a transaction or payment was made with the Customer's authority. The customer shall also have access to his statements at no cost through the service.
- The Customer shall be deemed to have accepted and shall not subsequently challenge or object to any transaction if the Customer fails to object in writing within 30 days from the date of the disputed transaction.

28.8. Nominated Users

The customer may nominate users who are not signatories to the account and may assign such access rights to the user as the customer may deem fit. The customer agrees that such nominated users shall have the right to access the system and perform such functions as are authorised by the customer. The bank may therefore offer all ancillary services to the agent as shall be necessary to allow the agent to carry out their permitted activities including;

- Allowing the Agent to request for new passwords and PIN Unlocking
- Any necessary call centre and together support necessary to allow the agent to carry out their nominated functions.
- Restriction on access by nominated users
- The Bank shall not permit agents who have not been introduced as signatories to the Account to perform any electronic signature of transactions.
- Nomination as a user on internet Banking shall not entitle the user to perform any other duties of general agency except where such authority has been provided to the Bank by the Customer via a separate authority to the Bank.
- Where the nominated users no longer require access to the service, it shall be the responsibility of the customer to notify the Bank in writing to allow for the users access to be terminated.

28.9. Charges

- The Customer shall pay to the Bank such charges as shall be communicated to the Customer when he subscribes for the service or as may be advised to the customer from time to time. The Bank may in its sole discretion revise the charges and fees after giving the Customer fourteen (14) days notice of such revision via email and the Customer shall be deemed to have received the notice three days after it is sent.
- The Customer shall pay any tax chargeable upon any sums payable by the Customer to the Bank and also any other charges or duties levied on the Customer or the Bank by any governmental or statutory body in connection with or relating to the provision of the Service.
- The Bank is hereby irrevocably authorized from time to time to debit any amounts payable by the Customer under the provisions of sub paragraphs 7.1 and/or 7.2 to any account in any currency maintained by the Bank, the Branch and/or the Bank subsidiaries (as applicable) in the name of the Customer. In addition to the fees and charges payable under this Agreement, the charges and fees applicable to the Customer's Bank Accounts shall apply.
- Intellectual Property Rights
- The Customer acknowledges that the intellectual property rights in the System (and any amendments or enhancements thereto from time to time) and all associated documentation that the Bank provides to the Customer through the System or otherwise are vested either in the Bank or in other persons from whom the Bank has a right to use and to sub-license the System and/or the said documentation. The Customer shall not infringe any such intellectual property rights.
- The Customer shall not duplicate, reproduce or in any way tamper with the System and associated documentation without the prior written consent of the Bank.

29. DEBIT CARD SERVICES

As part of this agreement, the bank may issue to the customer a debit card pursuant to the Customer's request and the Customer agrees to be bound by the Terms and Conditions set out in this clause and the remainder of this agreement.

29.1. Definition of Terms

In these terms and conditions:

- "Card" means Debit Card issued by the bank at the request and in the name of the person named upon it for the use in connection with the ATM card facilities provided by the bank.
- "Card holder" means a person to whom a Debit Card has been issued and whose name appears and who agrees to be bound by these terms and conditions as varied from time by the Bank.
- "PIN" means in relations to a Card holder, the personal identification number required to gain access via an ATM terminal to give a transaction instruction.
- "Transaction instruction" means an instruction given by use of the card.
- In these terms and conditions, unless the context requires otherwise:
- The word "terminal" means any Automated teller machine or point of sale terminal through which transaction instructions may be given.

29.2. Use of Card and PIN

- A card is not transferable and may not be used other than by the cardholder
- A card remains the property of the bank and upon cancellation must be surrendered on demand to the bank.
- The bank shall be entitled to give immediate effect to the following transaction instruction on the banks ATMs (or any other vendor in partnership with the bank):
- To effect a debit or credit to the customer's account
- To display the current balance on the customer's account up on the terminal
- To give an account statement to the cardholder and
- Such other transaction instructions given through the use of the bank's debit card facilities from time made available by the bank whether in Kenya or elsewhere to the cardholder.

- All withdrawals at the Bank mandated Automated teller machines will be subject to the daily withdrawal limit.
- In absence of manifest error, the bank's records as to any transaction instructions or their consequences thereof shall be conclusive
- A cardholder (s) must exercise all due care and attention to ensure the safety of the card and the secrecy of the PIN at all times and prevent the loss of and/or use of his card or PIN by any third party. A cardholder in joint account will be fully responsible for ensuring that its personal identification numbers are only known to persons of due authority within the joint account. Subject to this, a cardholder must not disclose his/her PIN to anyone in any circumstances.
- If a card is lost or stolen or in a PIN is disclosed to any unauthorized person, the cardholder (s) must immediately notify the bank of such loss, theft or disclosure. Any oral notification must be confirmed in writing immediately. The cardholder (s) will be liable in respect of any transaction instruction given prior to receipt by the bank of notification of such loss, theft or disclosure.
- The card is neither card nor a cheque guarantee and the card holder shall not represent the card as such.

29.3. Customers Account

- Except to the extent that these terms and conditions require otherwise, they shall not affect any other terms and conditions express or implied, governing the customer's bank account as set out in the general terms and conditions governing accounts.
- The customer's account may not be overdrawn by giving of transaction instruction.

29.4. Cancellation of Cards

- The cardholder (s) may at any time cancel his/her card by returning it to the bank
- The bank may at any time cancel a card notice, assigning any reason and without incurring any to the cardholder(s)
- The cardholder (s) must not use or attempt to use the card after any notification of its cancellation or withdrawal has been given.

29.5. Replacement of Cards

If a cardholder (s) losses or changes his/her card, the bank may at its discretion issue a replacement card as the cardholder (s) may require.

29.6. Fees

In respect of each cardholder the bank shall be entitled to charge and debit from the customer's account such as it may from time to time to notify the cardholder (s) including but without limitation a service fee of an amount to be prescribed by the bank from time to time for the use of the card.

29.7. Liability of Cardholder

- The cardholder (s) shall be fully liable in respect of each transaction instruction given by use of his/her card. Transaction instruction must be given in such a way that any confidential information displayed on a terminal is not disclosed to a third party. The bank shall not be liable for any disclosure to any third party arising out of a transaction instruction.
- The cardholder should not hold the bank liable, responsible or accountable in any way whatsoever arising out of the use of the ATM

30. SENATOR CARD SERVICES

30.1. Definitions

In these Conditions:

"Senator Card" or "Senator Cards" means any Senator Card the Bank gives to the Corporate/ Principal Cardholder or any supplementary Cardholder to use with the account.

- 'Supplementary Card' means the Card issued pursuant to Condition 30.9 of this Agreement
- 'The Corporate/Principal Cardholder' means any institution/person in whose name a Card Account is maintained.
- 'Cardholder' means the Corporate/Principal Cardholder and any person to whom a card is issued at the request of the Corporate/ Principal cardholder.
- 'Supplementary Cardholder' means a person nominated under condition 30.9 of this Agreement to whom the Bank shall have issued a Card on the instructions of the Principal Cardholder.
- 'The Bank' means Spire Bank Limited which expression shall include its successors and assigns.
- "Your Personal and Financial Information and Records" means information the Bank obtains from the Cardholder or from any third parties such as credit reference bureaus or other organizations, when the Cardholder applies for a card or any other product or service, or which the Cardholder or they, give the Bank from time to time or learn from the way the Cardholder uses or manages the Cardholder account, and from the transactions the Cardholder makes such as the date, amount, currency and the name and type of supplier.
- 'This Agreement' means the agreement between the Bank and the Corporate/ Principal Cardholder the terms of which are these Conditions as may be varied from time to time at the sole discretion of the Bank.
- 'Card Account' means an account maintained by the Bank in the name of the Corporate/Principal Cardholder in relation to Card Transactions.
- 'PIN' means any Personal Identification Number issued to a Cardholder to be used for making a Card Transaction at an ATM or any other terminal.
- 'Card Transaction(s)' means any payment made or cash advance obtained by the use of the card, the Card Number or in any other manner authorized by a Cardholder for debit to the Card Account.
- "Cash Advance" means cash or quasi-cash items such as travellers' cheques or gaming chips obtained using the card or card number. Any reference to 'Cash Back' shall be construed accordingly.
- 'Credit Limit' means the maximum debit balance permitted on the Card Account as determined by the Bank in its sole discretion and notified to the Corporate/ Principal Cardholder.
- 'ATM' means an Automated Teller Machine.
- 'Due Date' means the date given on the Cardholder statement by which the Cardholder must make payment.
- "Payment" means the amount the Cardholder pays the Bank to reduce the amount the Cardholder owes the Bank

- "Charges" means any fees or interest charged on the account
 - "Minimum payment" means the lowest payment the Cardholder must pay the Bank every month, which includes the amount that exceeds the Credit Limit and if the account is opened for the purpose of installment repayment, the full aggregate of the full monthly installment amount is payable; PROVIDED that the Minimum Payment due includes any outstanding Minimum Payment due in respect to previous Statements or any part thereof.
 - "Statement" means the monthly statement of the Card Account sent to the Cardholder by the bank in accordance with these conditions.
 - "Statement Balance" means the amount including interest; the Cardholder owes the Bank on the Statement date.
 - "Subscription Fee" means the fee the Bank charges the Cardholder when the Cardholder's account is opened and on a yearly basis each subscription or renewal date.
 - "Excess Limit Charge" means the amount payable by the Cardholder in respect of any amount in excess of the Card Credit Limit.
 - "Interest" means the amount payable on any amount outstanding in the Card Account from the date of a Card Transaction until the Due date at the rate of 2.0% per month calculated in accordance with these Terms and Conditions.
 - "Joining Fee" means a one off charge payable by the Cardholder for subscribing for the Card.
 - "Terms and Conditions" means these terms and conditions and any other amendments by the Bank from time to time.
 - "Validity Period" means the maximum period during which the Card shall be valid for any Card Transaction as embossed/indented on the Card.
 - "Authorization" means the process by which any Card Transaction shall be authorized by the Bank.
 - "POS Terminal means or Point of Sale (POS)" means the electronic device used to transmit details relating to the Card and the Card transaction from the Merchant to the Bank.
 - "MOTO" means a Mail Order or Telephone Order placed by the Cardholder.
 - "Card Scheme" means the payment card services provided by Visa International and/or MasterCard International and any other affiliated companies.
 - "Currency Conversion Fee" means the cost of converting any card transaction made in any other currency to Kenya Shillings/ United States Dollars.
 - "Shillings" means shillings in the currency of Kenya and reference to 'Ksh' or 'Kshs' or 'Kes' shall be construed accordingly
 - "Dollars" means dollars in the currency of United States of America and reference to 'USD' or '\$' shall be construed accordingly.
 - "Kenya" means the Republic of Kenya
 - The headings of the Conditions are for ease of reference only and shall be ignored in interpreting the provisions hereof.
 - E-Statements may be defined as "Electronic, virtual or paperless statements giving a summary of all financial transactions occurring over a given period of time on a deposit account, credit card or any other type of account offered by the Bank carried out by means of a computer or other electronic device".
 - E-Transactions may be defined as including E-statements as well as prompts giving status reports through short messaging services.
 - "Send" or "sent electronically" means to send or have sent any information by way of facsimile, e-mail, short message service (SMS) or any other form of electronic communication or message.
- If the cardholder or the supplementary cardholder provides a mandate, whether such comprises a signed coupon, subscription voucher, or telephone instruction, or requests for a cash advance, or gives the Card Account number to make a purchase or obtain a cash advance, without presenting the Card (such as for mail order, telephone order, MOTO, or internet), the legal effect shall be the same as if the Card was used by the cardholder and a sales voucher or other document or cash advance voucher was signed by the Cardholder. The Bank shall debit the Card Account with the amount of all Card Transactions and the Cardholder will be liable to pay the Bank all the amounts debited whether or not such a voucher or other document is signed by the Cardholder and irrespective of any rights or obligation as between the merchant and the cardholder.
 - All interest chargeable under this Agreement shall be charged both before and after judgment.
 - All Card Transactions, which take place in a currency other than Kenya Shillings / USD and whether or not in Kenya, will be converted from the currency in which the Card Transactions took place into Kenya Shillings/USD at the Card Scheme's prevailing rate and a currency conversion fee on the amount of the transaction as at the date of the conversion and shall be debited to the Card Account. Please note that the exchange rate the Bank uses may or may not be the same as the rate on the date of the transaction as conversion may take place at a later date.
 - The Cardholder should inform the Bank Immediately:
 - The Corporate/Principal Cardholder changes address, or
 - The Corporate/Principal Cardholder or a Supplementary cardholder changes name.
 - The Cardholder's statement includes an item, which is incorrect. This MUST be done within 30days from the date of the statement. You will have no claim if you do not advise us within this period.

Mail Order

- Internet sites are not always secure. It is your responsibility to ensure that any internet transaction is made on a secure site. The Bank will not take any responsibility for any misuse of your card as a result of you quoting your card number on the internet.
- When you use the card to access and transact over other delivery channels e.g. internet, the rules of that channel apply in addition to these rules
- The Bank will honour card transactions effected by the cardholder through mail or other orders and debit the cardholder's card account in the usual manner; subject to available funds.
- The cardholder agrees to be liable for all such card transactions and in proving that the transaction was authorized by the cardholder, the bank shall be entitled to rely on such documentary evidence as may be available to it which confirm that the cardholder gave his/her card number to a merchant by mail or other order and the bank's rights shall not be affected or defeated by reasons of the cardholder not having placed, confirmed or renewed the order or received the goods in question.

Visa/MasterCard Regulations

- The use of the card is regulated by the terms of VISA International/MasterCard and you agree to abide by those terms as they shall be communicated to you by the Bank from time to time

30.3. The Card Account, Statement of Accounts and Payments

- The Bank will debit the Card Account with the amounts of all Card Transactions and charges and any other liabilities of the Cardholder arising from the use of the Card. The Principal Cardholder will pay to the Bank all amounts so debited whether or not the Cardholder signs a sale or cash advance voucher.
- The Bank will prepare and send periodic statement of account to the Corporate/ Principal Cardholder, who will exercise an option and pay a minimum payment equivalent to 20% of the total amount due (hereinafter "the minimum amount due") on the said statement or such higher amount as the Corporate/Principal cardholder determines, to the Bank on or before the due date. The Corporate/ Principal Cardholder may at his option revoke the balance thereon equivalent to 80% or any other lesser amount. Any enquiries relating to such statement of account must be directed to the Bank immediately upon receipt thereof. If no such enquiries are made within 30 days from the date of the statement of account, it shall be deemed to be the accurate and conclusive record of account. In the event that the Bank is unable to send or produce such statement of account the Cardholder's liability to pay the late fee shall remain unaffected.
- All amounts charged to the Cardholder's account are immediately payable in full to the Bank by the Principal Cardholder in the case of:
- Commission of an act of bankruptcy by the Corporate/Cardholder;
- Amalgamation/Merger with another entity, Dissolution, Liquidation, Receivership or Insolvency of a Corporate Principal Cardholder or if it appears that for all intents and purposes the entity has effectively ceased to operate;
- In the event of death of the Principal Cardholder.
- The amount of any excess over the Credit Limit, any arrears and any Card transactions made in breach of this Agreement will be immediately payable in full whether or not demanded by the Bank.
- Payment on any account will take effect when received by the Bank in cleared funds and credited to the Principal Cardholder's account. If the payment is made by cheque it will take effect when cleared by the respective banks. Payments can take up to three days to clear and payments must be cleared by the payment date. If the Cardholder pays the statement balance on or before the payment date, the Bank will not charge interest on any items shown on the statement. If the Cardholder does not pay the statement balance in full on or before the due date, the Bank will charge interest on the daily outstanding balance. If the Cardholder remits payment on the Due date other than the entire balance outstanding on the statement, such payment shall be applied by way of reduction against the balance outstanding on the statement in the following manner:
- In respect of all interest shown on the latest and any previous statement.
- In respect of all charges under this agreement.
- In respect to any Card Transaction according to the order of maturity of the Card Transactions to the extent available, with the payments being applied first against the earliest outstanding Card Transaction appearing on the Card Account.
- In respect of any card transaction authorized but not shown on any statement.
- A handling fee will be charged if a cheque or other remittance is not honoured upon presentation. Non-receipt of the statements by the Principal Cardholder does not discharge obligations to pay all the amounts due on the Card Account.

30.2. Use of the Card

- The Cardholder must sign the Card immediately upon receipt. The Card is invalid until the Cardholder named thereon signs it. The Cardholder must follow any instructions that the Bank gives about using cards and keeping them safe. The Cardholder must also make sure that any supplementary cardholder follows the same instructions.
- The Card may be used by the Cardholder subject to the terms of this Agreement to purchase goods and/or to obtain services by signing a sales voucher at any merchant accepting the MasterCard/VISA/Senator cards. Failure to sign a voucher by the Cardholder for any services using the card shall not relieve the Cardholder from liability for any card transaction effected by the Bank for the Cardholder's account. Any voucher bearing the imprint of the card shall entitle the Bank to effect the card transaction, whether or not the Cardholder has signed it.
- The Corporate/Principal Cardholder and Supplementary Cardholder(s) shall immediately be liable jointly and severally to pay for all charges incurred by use of the Card. In the case of authorised Corporate Cardholders, the entity, its proprietors, partners or principal officers shall be jointly and severally liable for charges incurred through the use of the Card(s).
- The Card is not transferable and is valid for use only by the person whose name is embossed/indented on the Card (where applicable) during the validity period embossed/indented thereon.
- The Card may only be used within the Credit Limit approved by the Bank (and for any other use the Bank may allow). In deciding whether this limit has been exceeded the Bank may take into consideration the total amount of Card Transactions not yet debited and any authorisations given by the Bank in respect of prospective Card Transactions.
- The Bank will issue the Cardholder a replacement card from time to time. A replacement card will either be the same as the Cardholder's existing card or another card that the Cardholder is eligible for and which is covered by this agreement.
- The use of the Card is subject to the right of the Bank in its absolute discretion and without prior notice, at anytime to withdraw the right to use the Card for, or to refuse any request for authorisation of, any particular Card Transaction and to publish such withdrawal or refusal in such manner as the Bank shall determine.
- The Card may be used to obtain cash advances from the Bank or an ATM or POS terminal within a cash advance limit as shall be determined by the Bank and notified to the Principal Cardholder from time to time which shall form part of the credit limit.
- It's the cardholder's responsibility to ensure that any Internet transaction is made on a secure site. The Bank will not take any responsibility on any misuse of a card as a result of the customer quoting their card number over the Internet.
- This Card must NOT be used to fund any acts of terrorism, for money laundering purposes, fraud or any other illegal purposes

- If the Bank accepts late or partial payment from the Cardholder, this does not affect any of the Bank's rights under this agreement or at law, even if the payment is described as being in full or partial settlement of any sum due.
- The Cardholder shall not be entitled to interest on any credit balance there may be on the Card account.

30.4. Withdrawal of Use of the Card

- The Bank may at any time without notice and without giving reasons thereto suspend, cancel or otherwise withdraw entirely or in respect of specific facilities, the Cardholder's right to use the Card. Such withdrawal shall not affect liability for all the amounts, charges and interest debited on the Card Account until the same is settled in full.
- The Card remains the property of the Bank at all times. Upon request, cancellation or withdrawal of all or any Card(s) issued for use on the Card Account the Card(s) must be returned immediately to the Bank or any other person duly authorised to act for the Bank.
- The Corporate/Principal Cardholder shall be liable for all expenses incurred by the Bank in reclaiming a cancelled card.

30.5. Safeguarding the Card and the PIN

- The Cardholder will exercise all care necessary to ensure the safety of the Card and the secrecy of the PIN at all times. A Cardholder should never write the PIN on the Card or anything usually kept with it. The Cardholder should exercise prudence in disguising any written record of the Pin.
- A Cardholder shall not allow any other person to use the Card with or without the knowledge of the PIN
- A Cardholder must insist on being present when a card is used at the Point of Sale machine. It is the cardholder's duty to safeguard his/her Card with the same intensity as they would cash.
- If the Card is lost, stolen or for any other reason liable to misuse or the PIN has been disclosed to anyone, the cardholder must notify the Bank's Card Division directly by telephone and such notification must be confirmed in writing immediately either by fax, E-mail or by post at the address as contained in this agreement. Until the Bank receives such written notification, the Principal Cardholder will be liable in respect of any misuse of the Card.
- The Cardholder will give the Bank all the information in the Cardholder's possession as to the circumstances of the loss, theft or misuse of the Card or disclosure of the PIN and take all steps deemed necessary to the Bank to assist in the recovery of the missing Card.
- If the Cardholder finds card(s) which had been reported lost, stolen or at risk of misuse, the Cardholder should not use them. The Cardholder must cut them in half and return them to the Bank's Card Division.

30.6. Refunds and Cardholder Claims

The Bank will only credit the Cardholder's account with a refund for a card transaction, if the merchant asks the Bank to do so, and the Bank has received a refund voucher or other refund verification acceptable to it.

- The Corporate/Cardholder cannot use a claim against the Bank, or refuse to pay the Bank, unless the Cardholder has a legal right to do so.
- No claim by the Corporate/Cardholder against a third party may be subject of a defence or counter-claim against the Bank. No rights of the Cardholder against the Bank may be assigned or otherwise disposed of.
- The Cardholder shall not be entitled to return for payment by way of a cash refund any goods and services obtained with the Card. Any such refunds shall be credited only through the Card Account.

30.7. Supplementary Card

- Upon the completion of a form by a Corporate/Principal Cardholder, the Bank may issue an additional card to any person nominated as a "Supplementary Cardholder"- these Conditions of Issue shall apply to the use of the Supplementary Card and the Principal Cardholder shall be bound by and be liable for its use in the same manner as if he/she had used it personally.
- In addition, the Bank shall cancel any Supplementary Card at any time at the written request of the Corporate/Principal Cardholder and the return of such Card to the Bank. It shall remain the responsibility of the Corporate/Principal Cardholder to return or procure the return of Card. The Corporate/Principal Cardholder and Supplementary Cardholder(s) shall be liable jointly and severally for all amounts due in respect of and charges incurred by use of the Supplementary Card. In the case of authorized corporate Cardholders, the entity, its proprietors, partners or principal officers shall be jointly and severally liable for charges incurred through the use of the Card(s).

30.8. Termination of Agreement

- The Corporate/Principal Cardholder may terminate this Agreement by giving Thirty (30) days written notice to the Bank and such notice will take effect only when accompanied by the return of all the Cards issued for use on the Card Account and the payment of all liabilities of the Corporate/Principal Cardholder under this Agreement.
- The Bank may terminate this Agreement at any time without notice or reason and upon such termination, the Corporate/Principal Cardholder must return to the Bank all Cards issued for use on the account and such termination shall not affect the liability on the Corporate/Cardholder for payment of the Card Account.
- In the event that there shall be an amount outstanding at the time of termination by either party as above, the interest and charges payable shall continue to accrue and debited on the amount outstanding on the card account until the same is settled in full.
- Unless the agreement is terminated or unless instructed otherwise by the Corporate/Cardholder, the Bank will automatically issue a renewal for each Card in accordance with this agreement. Bank is not bound to issue any card.
- If a Card transaction is authorized after the card's expiry date, this should not be construed as an extension of the card's validity period.

30.9. Variation of this Agreement

The Bank may without prior notice vary the Agreement at any time or times, subject to the requirements of any statute. The Bank will inform the Corporate/Cardholder about any changes in one or more of the following ways:

- Advertise in the print media
- Putting messages in the Cardholder's monthly statements: or
- Sending the Corporate/Cardholder a separate written notice Changes will happen at least fourteen days after the Bank lets the Corporate/Cardholder know about them apart from changes in the interest rates, which may apply immediately. All charges in respect of interest rates and fees shall be stipulated in the current charges and/or Charges Supplement to these terms and conditions, which shall be amended from time to time and distributed to all cardholders. Any variation or changes so effected shall be binding to the Corporate/Cardholder.

30.10. Disclosure of Information

- The Corporate/Cardholder agrees and confirms that the Bank may disclose any information in the possession of the Bank relating to the Corporate/Cardholder and the Corporate's/Cardholder's Card Account to any and all agents used by the Bank in the course of the operation of the Card including but not limited to agents appointed by the Bank to manage the Card.
- The Corporate/Cardholder agrees and confirms that the Bank may disclose any information in the possession of the Bank relating to the Corporate/Cardholder and the Cardholder's Card Account to any third party (including other institutions licensed under the Banking Act and credit reference agencies) if in the Bank's opinion such disclosure is necessary for the purpose of evaluating any application made to the Bank by the Cardholder, maintaining the Cardholder's account with the Bank or other purpose as the Bank may deem appropriate.
- The Corporate/Cardholder agrees and confirms that the Bank may disclose any information in the possession of the Bank relating to the Corporate/Cardholder and the Cardholder's card account including details of the Corporate's/Cardholders default in servicing the Card Account to any third party (including other institutions licensed under the Banking Act and credit reference agencies) for the purpose of evaluating the Cardholder's credit worthiness or for any other lawful purpose.

30.11. Pledge And/Or Lien

Where the Corporate/Cardholder has pledged with the Bank any of the Corporate's/ Cardholder's assets or property either by way of shares (either in certificated or non-certificated form), cash, goods, securities, valuables deposited for safe custody as security, cheques presented for repayment, bills and any other property movable or immovable charged, the Bank shall have a general lien over such assets and property and in the event of default the Bank shall be entitled without notice to exercise its rights of recovery in accordance with the Bank's General Terms and Conditions.

- The Bank may, at any time and without notice or demand and not withstanding any settlement of account or other matter whatsoever, combine or consolidate all or any then existing accounts (whether current, deposit, loan or any other nature whatsoever subject to notice or not and in whatever currency denominated) of the cardholder alone or jointly with others wherever situated and set off or transfer any sum standing to the credit of any one or towards satisfaction of any obligations or liabilities to the bank of the cardholder whether such liabilities wherever situated and set off or transfer any sum standing to the credit of any one or towards satisfaction of any obligations or liabilities to the bank of the cardholder whether such liabilities be present, future, actual, contingent, primary, collateral, several or joint.
- Until the ultimate balance owing by the cardholder to the Bank has been paid, the Bank shall have a lien on all property and assets of the cardholder from time to time in the possession of the bank, whether registered in the name of the bank or its nominees or otherwise and whether the same be held for safe custody or otherwise.

30.12. General

- The Bank shall not be liable if it is unable to perform its obligations under this Agreement due (directly or indirectly) to the failure of any computer, data processing system, transmission link, public or private telecommunication system, electricity supply, or any other third party system; or as a result of any industrial dispute, lockouts, wars, riots, insurrections, civil disturbances, terrorism acts, earthquakes, fires, storms, floods, local and central government regulation or any other circumstances whatsoever outside the control of the Bank, its servants and/ or agents.
- The Bank shall not be liable, responsible or accountable in any way whatsoever for any loss, injury, or damage howsoever arising from the use of any ATM, POS machine and (subject to the joint and several liability of all the Cardholders under Condition 30.9, the Principal Cardholder agrees to fully and effectually indemnify the Bank against all losses, costs, charges and expenses which the Bank may suffer or incur directly or indirectly arising from the use by the Cardholder of an ATM, POS Terminal or any breach of this Agreement by any Cardholder.
- The Bank may demand, at its discretion, any amounts due on the Card Account if there is any breach of the Agreement herein by the Principal Cardholder.
- The Corporate/Principal Cardholder agrees and confirms that the Bank shall debit the requisite premium from the cardholders account for maintaining a limited life insurance cover on the principal Cardholder for any liability on the Card and all transactions preceding the contingency.
- The Corporate/Principal Cardholder and any Supplementary Cardholder shall indemnify the Bank against all costs, charges and expenses inclusive of any legal costs and disbursements incurred by the Bank in obtaining or attempting to obtain payment of any monies due and owing on the Card Account to the intent that the Bank shall suffer no loss by reason of it affording or continuing to afford the facilities offered by the use of the Card. Any legal costs and disbursements incurred by the Bank shall be deemed to include every sum which would be allowed to the advocates of the Bank in taxation between the advocate and the client to the intent that the Bank Shall be afforded a complete entitlement and unqualified indemnity in respect thereof.
- The Bank Card Division must be notified in writing of any change in the Corporate's/Cardholder's address. Any notice or correspondence sent by the Bank or its advocates to the
- Corporate/Cardholder at the address last notified to the Bank by the Corporate/ Cardholder shall be deemed duly served.
- The Cardholder or the Company, in the case of a Corporate Cardholder must immediately inform the Bank in writing of:
- Any intention of Cardholder to reside/travel outside Kenya, or
- For a Corporate Cardholder, any intention of the Company to post the Cardholder outside of Kenya; or

- Any change in Corporate's/Cardholder's particulars or other information as stated in the Cardholder's Application or any other information or particulars notified to the Bank from time to time, including any change in the Cardholder's Residential Address or salary or employment or position with his employer or
- Any Change of Address of the Company.
- Any Change or proposed change in the Company, including any change in its authorized or paid up share capital or change in its shareholders, partnerships or BOARD OF DIRECTORS; or
- The commencement of Bankruptcy, winding up judicial management proceedings against the Company, or the passing of a resolution for the winding up of the Company, or the appointment of a receiver and manager of the company or the cessations of the business of the Company.
- The Bank may assign its rights, benefits and obligations under this Assignment at any time.
- The Bank will not be liable in any manner whatsoever in the event of a refusal by any establishment worldwide to accept or honour the Card. The Bank will also not be liable for the quality, effectiveness or merchantability of any goods supplied or services rendered by any establishment.
- No claim by the Cardholder against an establishment will be the subject of a set-off or counter claim against the Bank in respect of any amount due from the Cardholder to the Bank.
- Any facilities or benefits made available to the Corporate/Cardholders as such and not forming part of this Agreement may be withdrawn at any time without notice.
- This Agreement and all matters arising out of the issue or use of the Card are subject to and shall be governed by the laws of the Republic of Kenya.
- The Card must not be used by the Cardholder in contravention of any law, regulation of rule in force, nor as an aid to such contravention or circumvention of the law, regulation or rule.
- The Bank reserves the sole right to approve or decline any credit card applications, and the Bank is not obligated to provide reasons for its declined applications.
- The Bank reserves the right at all times to vary these Conditions of Issue without prior notice.

30.13. Representations and Warranties

The Corporate/Cardholder represents and warrants that:

- All the information given in the Application Form and any other documents provided to the Bank are authentic, true and accurate in all material respects and shall continue to be true and accurate during the Validity Period and the Bank may require any other receipt, evidence, document or written confirmation to satisfy the Bank that any statutory or regulatory requirement has been satisfied;
- This Agreement and any other documents provided by the Corporate/Cardholder to the Bank, once executed by the Corporate/Cardholder (and any other person) constitute valid and legally binding obligations enforceable in accordance with its terms;
- If any of the information contained in this Agreement or any other information or documentation provided to the Bank by the Corporate/Cardholder should change, then the Corporate/Cardholder shall immediately notify the Bank of such change and the Bank shall have the right to vary, terminate, suspend the use of the Card and further the Bank shall not be liable for any loss or damage suffered by the Cardholder as a consequence thereof;
- That any party connected to this Agreement making any of representations or providing any document hereunder shall indemnify the Bank on a full and unqualified basis against any loss suffered by the Bank (including any costs incurred in securing and enforcing its rights thereof) should any such representation or document be deemed to be false or misleading and
- The Corporate/Cardholder and any other party to the Agreement confirm that they have sought and obtained independent legal and financial advice and have understood the legal and financial implications of the Corporate's/Cardholder's and any other party's obligations to Bank in regard to this Agreement and the transactions contemplated therein.

30.14. Exclusion of Liability

The Bank shall be excluded from any liability incurred as a result of any loss or damage whether consequential or otherwise suffered by the Corporate/Cardholder and the Corporate/Cardholder hereby indemnifies the Bank for any loss or damages arising as a result of incorrect information being processed by the Bank or any credit bureau or any other person or company with whom the Corporate/Cardholder have or may have financial dealings or whom the Corporate/Cardholder have or may have financial dealings or as a result of any information provided by the Bank in respect of the Card Account.

31. MOBILE BANKING SERVICE

31.1. Definition of Terms

In this Agreement, including the Schedule, the following definitions shall have the following meanings:

- "Channel" means all or any system, medium or channel (including telephone and facsimile), whether Internet based or not, which may be established by us from time to time to enable our customers access and utilize banking and other services provided by us from time to time;
- "Channel Services" means the provision by us to you of access to one or more Channels pursuant to the terms of this Agreement enabling you to utilize one or more of the Product Services; "Deposit Account" Any Bank Account with a credit balance.
- "Pin" the 4 (four) digits provided to the Customer by the bank for authentication / verification by bank of his /her identity. The customer will be able to obtain a range of financial information as determined by the Bank related to his / her relevant Account(s) through the use of PIN and such other means of identification assigned to the Customer in connection with the Account(s) and Facility.
- "Nominated User(s)" the representative or representatives of the Customer authorised by the Customer to hold and change the Password and hence to access the System and Service on behalf of the Customer.
- "Service" means such Mobile Banking Service specified in these Terms and Conditions as the Customer may from time to time subscribe to and "Services" shall be construed accordingly and shall include channel services and such other internet related services in this agreement.
- "System" the mobile banking and communications software enabling the Customer to communicate with the Bank for the purposes of the Service. The System Service will for the purpose of this agreement be accessed through the mobile phone.
- "Request" a request or instruction received by the Bank from the Customer or purportedly from the Customer through the System and upon which the Bank is, by virtue or sub paragraph 28.4.1, authorised to act.
- "Alert" the customized messages sent either by short messaging service / text ("SMS" over the Customer's mobile phone, email, or fax or any other modes of communication.
- "MSP" any mobile service provider through whom the Customer or the Bank receives the mobile services as notified by the Bank.
- "Mobile Banking" means Mobile Banking Service or the performance of transactions, payments etc. over the phone through the Bank's secure system.
- "Security Procedures" means the security measures and procedures set out in the user guides and/ or Service Supplements (including without limitation, provisions relating to customer identification and user identification) and any other instructions we may give concerning security from time to time.

In this Agreement:

- References to "the Bank" shall include the Bank, its successors and assigns;
- references to "the Customer" shall include the Customer, its successors and permitted assigns and references to a "subsidiary" shall mean a subsidiary undertaking within the meaning of Section 154 of the Companies Act, Cap 486 of the Laws of Kenya;
- where "the Customer" is more than one person, references to "the Customer" shall include all and/ or any of such persons and the obligations of the Customer shall be joint and several;
- words in the singular shall include the plural and vice versa and words importing any gender shall include all other genders;
- "person" shall include a body of persons, corporate or incorporate;
- references to paragraphs, sub paragraphs and Schedules shall mean paragraphs, sub paragraphs and schedules of these Terms and Conditions;
- The Customer's use of the Service is also governed by the applicable current, savings, term and call and overdraft accounts agreement(s) and the Bank's General Terms and Conditions which the Customer has already signed.

31.2. System Usage and Materials

- The Bank will maintain the whole Banking system, (hereinafter referred to as "the System"), to provide the Customer with information about the Bank services and products, including the Mobile Banking service, and to facilitate communication with the Bank. If the Customer wishes to take on the Service, they will be required to read the terms and conditions of this agreement and their subsequent use of the service constitutes their agreement to all such terms and conditions. However it should be noted that, users to the service must first register to enable them access any of the material under internet Banking service.
- Once the Bank has formally approved the Customer and the Customer has been maintained as an authorised user of the Service, the Customer will provide to the System a unique PIN known only to the Customer, and then only shall the Customer be afforded use of the Service. The PIN will form a unique link to each specific Customer's profile(s).
- Further services and profiles may be added from time to time by the Bank and the Bank reserves the right to modify, replace or withdraw any Service and/or profile at any time, for any reason whatsoever, without prior notice to the Customer.

31.3. Customer's Responsibilities

- The Customer shall at its own expense provide and maintain in safe and efficient operating order such hardware, software and other facilities (including access to any public telecommunications systems), and any communications network necessary for the purpose of accessing the System and the Service.
- The Customer shall be responsible for ensuring proper performance of the phone including any losses or delays that may be caused by the MSP. The Bank shall neither be responsible for any errors or failures caused by any malfunction of the Customer phone, and nor shall the Bank be responsible for any virus or related problems that may be associated with the use of the System / Phone, the Service and the phone. The Customer shall be responsible for charges due to any service provider providing the Customer with connection to the internet and the Bank shall not be responsible for losses or delays caused by any such service provider.
- The Customer shall abide with any applicable regulations necessary to have access to and use of the System and shall ensure that all persons it allows to have access to the System shall comply with all laws and regulations applicable to the use of the System and follow all instructions, procedures and terms contained in this Agreement and any document provided by the Bank concerning the use of the System and Service.
- The Customer shall prevent any unauthorised access to or use of the phone / System and Service by way of keeping their PIN a secret at all times. The Customers shall ensure that the PIN does not become known or come into possession of any unauthorised person.
- The Customer shall take all reasonable precautions to detect any unauthorised use of the phone / System and Service. To that end, the Customer shall ensure that all communications from the Bank are examined and checked by or on behalf of the Customer as soon as practicable after receipt by the Customer in such a way that any unauthorised use of and access to the phone/ System will be detected.
- The Customer shall immediately inform the Bank by telephone with a written confirmation sent the same day in the event that:
- The Customer has reason to believe that their PIN used by the Customer to gain access to the Service and to communicate with the Bank is or may be known to any person not authorised to know the same and/or has been compromised; and/or
- The Customer has reason to believe that unauthorised use of the Service has or may have occurred or could occur and a transaction may have been fraudulently input or compromised.
- The Customer shall not send or attempt to send any request to the Bank through their phone /System if the Customer has reason to believe that for any reason such request may not be received by the Bank or may not be received accurately and intelligibly.

- The Customer shall at all times follow the security procedures notified to the Customer by the Bank from time to time or such other procedures as may be applicable to the Service from time to time; The Customer acknowledges that any failure on the part of the Customer to follow the recommended security procedures may result in a breach of the Customer's profile confidentiality and may lead to unauthorised transactions in accounts linked to the Customer's Service subscription with the Bank. In particular, the Customer shall ensure that the Service is not used or Requests are not issued or the relevant functions are not performed by anyone other than a person authorised to do so.
- The Customer shall not at any time: Operate or use the Service in any manner that may be prejudicial to the Bank.
- The Bank shall be entitled and authorised to debit the Customer's accounts with the amounts of the transactions effected via the Service as well as debit the Customer's account with the amount of any fees applicable to the Service from time to time.
- The Customer shall be responsible for the Acts and Omissions for the use of the facility and the Bank shall not be responsible for any loss that arises there-from
- If the Customer has an overdraft facility linked to the payment deposit account, the transfers and/or electronic bill payments using the Service should not exceed the approved overdraft facility amount.
- The M-PESA service shall be governed by the terms and conditions noted herein and includes all enabling and supporting agreements to the provision of the M-Pesa service with Safaricom that the customer will be privy to at all times.

31.6. Service Charges

- The Customer shall pay or procure the payment of our service tariffs, fees and charges (including any cancellation fees or termination charges) for providing the services and any software and system materials provided or licensed by us to you in accordance with the service charges agreement in addition to transaction service charges applicable to various transaction types as advised by the Bank from time to time.
- The Customer, whenever applicable, shall pay any tax chargeable upon any sums payable by the Customer to the Bank and also any other charges or duties levied on the Customer or the Bank by any governmental or statutory body relating to the provision of the Service.
- The Bank is hereby irrevocably authorised from time to time to debit any amounts payable by the Customer under the provisions of sub paragraphs 6.1 and/or 6.2 against any account in any currency maintained by the Bank, the Branch and/or the Bank subsidiaries (as applicable) in the name of the Customer. In addition to the fees payable under this agreement, the charges and fees applicable to the Customer's Bank Accounts will apply.

31.7. Exclusion of Liability

The Bank will not be responsible or liable for:

- any indirect or consequential losses or economic loss or loss of profit or business incurred by you in connection with the services notwithstanding our awareness of the possibility or likelihood of you incurring the same
- any loss in connection with any unforeseeable acts or omissions or neglect acts on the part of our service providers, contractors, agents or employees;
- any losses arising in connection with us acting upon Instructions sent by you or by reason of us failing or refusing to so act if, acting in good faith, in our opinion there is or are reasonable ground(s) for such failure or refusal (other than as caused by our gross negligence or wilful default);
- The Bank shall not be responsible for any loss suffered by the Customer should the Service be interfered with or be unavailable by reason of (a) any industrial action, (b) the failure of any of the Customer's facilities, or (c) any other circumstances whatsoever not reasonably within the Bank's control including, without limitation, force majeure or error, interruption, delay or non-availability of the System, terrorist or any enemy action equipment failure, loss of power, adverse weather or atmospheric conditions, and failure of any public or private telecommunications system.
- any losses caused as a result of or in connection with any laws or regulations of countries where transactions are settled or cleared where any negotiable instrument or receivable is collected or any exchange control restrictions which are imposed from time to time unless caused by our breach of such laws and regulations;
- if any losses suffered by you by reason of:
- the shut-down or delay in the availability of the Mobile Service Provider (MSP);
- any viruses, Trojan horses, worms, logic software, other bombs or other similar programs or routines (including hacking) affecting any Website, Service or System Materials; or incomplete messaging
- any damages or losses arising from unauthorised access to any Service by a third party using the PIN unless we have received prior notification from you in accordance with the User Guides and/or the relevant that no further access to the relevant Service shall be granted to any person using such Customer Identification or User Identification or Access code with effect either from receipt of such notification or such later date as may be specified in such notification; or
- the consequences of any misuse of any Channel by you, or any use of any Channel by you not related to any of the Services. For the avoidance of doubt, any other limitation of liability contained in any shall be in addition to and shall not derogate from the above 28.7.9 Without prejudice to clause 28.7.1 above, our maximum aggregate liability to you for any claim arising from or in connection with any Service is limited to the aggregate amount of service charges paid by you for the relevant Service in the three months preceding such claim.
- Whilst we will use all reasonable endeavours to ensure that all financial information available through the Services is accurate when initially made available, we shall not be liable for any loss incurred or damage suffered by you by reason or in consequence of your using financial information which is not up to date
- Save as otherwise provided in this Agreement, all terms, conditions and warranties implied by law regarding the quality or fitness for purpose or otherwise of the Services or the System Materials are excluded to the fullest extent permitted by applicable law.
- To be valid any claim that you have against us under the Agreement or otherwise in connection with any Service or any ancillary service must be notified to us within thirty (30) days after you have become aware or should have become aware of the facts on which it is based.

31.8. Indemnity

The Customer shall indemnify and keep the Bank indemnified against (a) any damages and costs payable to the Bank in respect of any claims against the Bank for recompense for loss caused by (a), (b) and/or (c) of sub paragraph 7.4 where the particular circumstance is within the Customer's control; and (b) any loss which may be incurred by the Bank as a consequence of any breach by the Customer of the terms of this Agreement 8.2 The Customer shall indemnify and keep indemnified the Bank against any demand, claim or action relating to or in connection with the Service, whether directly or indirectly, unless such demand, claim or action arose as a direct consequence of the gross negligence or wilful misconduct of the Bank or any of its employees.

The Customer shall indemnify and keep indemnified the Bank against the following:-

- All demands, claims, actions, losses and damages of whatever nature which may be brought against the Bank or which it may suffer or incur arising from its acting or not acting on any Request or arising from the malfunction or failure or unavailability of any hardware, software, or equipment, the loss or destruction of any data, power failures, corruption of storage media, natural phenomena, riots, acts of vandalism, sabotage, terrorism, any other event beyond the Bank's control,

31.4. Instructions By Customers

- The Bank is irrevocably authorised by the Customer to act on all Requests received by the Bank from the Customer (or purportedly from the Customer) through the System and to hold the Customer liable thereof, notwithstanding that any such requests are not authorised by the Customer or are not in accordance with any existing mandates given by the Customer. If the Customer requests the Bank to cancel any transaction or instruction after a Request has been received by the Bank from the Customer, the Bank may at its absolute discretion cancel such transaction or instruction but shall have no obligation to do so.
- The Bank shall be entitled to accept and to act upon any Request, even if that Request is otherwise for any reason incomplete or ambiguous if, in its absolute discretion, the Bank believes that it can correct the incomplete or ambiguous information in the Request without reference to the Customer being necessary.
- The Bank shall not be obliged to accept or to act upon any Request if to do so would require access to, action by, or information from the Branch, or any subsidiary or the Bank located in any jurisdiction where it is not a Banking Day at the relevant time when such access, action or information is required or would cause a breach of any existing mandate facility limit or agreement between the Bank, the Branch and/or any subsidiary of the Bank (as applicable) and the Customer. In the event that the Bank does accept or act upon any such Request, the Customer shall remain liable thereof.
- For the purposes of carrying out any Instruction, you:
- Authorise us to transmit payment instructions on your behalf and to act for these purposes as instructing financial institution (or procure any other Bank Member or third party so to act) You acknowledge that we will be acting as your agent for the purpose of transmitting or procuring the transmission of any such Instructions and that we or any other Bank Member or third party being the recipient of any such Instructions shall be authorised and entitled to act upon them as if they had been given directly by you to such recipient, and
- Agree to authorise any relevant third party to provide account and other information to us.
- For the avoidance of doubt:
- you agree that we are authorised to record all telephone conversations made between us in writing or by tape or other means as we may determine;
- where any Instruction is given by fax, email, or sms followed by delivery of the original instruction, the fact that the same had been given by fax, email or sms and the date of the facsimile shall be annotated on the original copy (where possible). In the absence of such annotation, you agree that we shall not be liable for any consequences including (without limitation), in the case of payment Instructions, any losses arising from any duplication of payment or fund transfer, and
- as between us, and in the absence of manifest error, our records (whether in paper, electronic, data or other form) of each Instruction or other communication with you shall be conclusive evidence of the fact of receipt or non-receipt of such Instruction or communication and of the contents of an instruction or communication.
- In the event of any conflict between any terms of any Request from the Customer and the terms of this Agreement, the terms of this Agreement shall prevail.

31.5. Mobile Banking Service and Transactions

Services and Transactions Offered

Depending on the subscription applied for by the Customer and approved by the Bank, the transactions that a Customer is able to perform may vary. The services and transactions allowed may include but are not limited to the following:-

- Obtaining account information like current balances, mini statements and account activity.
- Electronic bill payment for telephone bills, electricity bills etc
- Requests for printed bank statements, cheque books and cheque status
- M-PESA transfers
- Stop cheque requests.
- Inquiries on foreign exchange rates and interest rates.
- Change of password- done by the Customer.
- Internal Transfer of funds - between different accounts of the Customer.
- Transfer of Funds to external bank accounts of the Customer or third parties.
- Notifications on credit or debit transactions as advised by Customer
- Customer Subscription
- The Customer will subscribe for specific services and/or transaction types and its profile shall be customised to allow performance of only those Services subscribed for.
- Limits of Mobile Banking Transactions
- The Customer may transfer or effect a payment for any amount subject to the provision on paragraph 3.10 of this agreement, as long as the transaction does not cause the balance in the deposit account to be less than zero unless the Customer has either an overdraft facility for the affected deposit account or a term deposit account pledged with the Bank to cover excesses that may arise in the affected deposit account from time to time in which case the two accounts are linked in the System for that purpose.

interruption or distortion of communication links or arising from reliance on any person or any incorrect, illegible, incomplete or inaccurate information or data contained in any Request received by the Bank.

- Any loss or damage that may arise from the Customer's use, misuse, abuse or possession of any third party software, including without limitation, any operating system, browser software or any other software packages or programs.
- Any unauthorised access to the Customer's accounts or any breach of security or any destruction or accessing of the Customer's data or any destruction or theft of or damage to any of the Customer's equipment.
- Any loss or damage occasioned by the failure by the Customer to adhere to any terms and conditions applicable to the Service and/or by supplying of incorrect information or loss or damage occasioned by the failure or unavailability of third party facilities or systems or the inability of a third party to process a transaction.
- If for any reason other than a reason mentioned in sub paragraph 7.4 the Service is interfered with or unavailable, the Bank's sole liability under this Agreement in respect thereof shall be to re-establish the Service as soon as reasonably practicable or, at the Bank's option, to provide to the Customer alternative banking facilities which need not be electronic facilities.
- Save as provided in sub paragraph 7.4, the Bank shall not be liable to the Customer for any interference with or unavailability of the Service, howsoever caused.
- Under no circumstances shall the Bank be liable to the Customer for any loss of profit or anticipated savings or for any indirect or consequential loss of whatever kind, howsoever caused, arising out of or in connection with the Service.
- Except in respect of death or personal injury caused by the negligence of the Bank, the Bank shall be under no liability whatsoever in respect of any terms of this Agreement or their performance thereof or any transactions effected by the Bank in response to any Request:
- In the case of any claim relating to a transaction, within thirty (30) days from the date of the alleged transaction on which such claim is based; and
- In all other cases within one (1) year of the date of the alleged action or inaction by the Bank on which such claim is based.
- All warranties and obligations implied by law are hereby excluded to the fullest extent permitted by law.

31.9. Amendments

The Bank may amend or change the terms and conditions at any time. If the change adversely affects the Customer, the Bank will give the Customer notice prior to the effective date of the amendment.

31.10. Termination

- Notwithstanding anything contained in these Terms & Conditions, the Mobile Service may be terminated at any time by either party giving the other one calendar month's notice, PROVIDED that in the event of any change in any law or the application thereof, or any other event which, in the judgment of the Bank, would have the effect of prejudicing the Bank should it continue with the rendering of the Service to the Customer, the Bank shall be entitled to terminate the Mobile Service at any time without notice to the Customer.
- If the Customer terminates the Mobile Service, the Bank may continue to make transfer of funds and other transactions that the Customer would have previously authorized until such time as the Bank will have had a reasonable opportunity to act on the Customer's notice of termination.
- The termination of the Mobile Service shall not, in itself, terminate or affect the relationship of Banker and Customer between the Bank and the Customer
- Paragraphs 31.7, 31.11.3, 31.11.5 and 12 and shall survive termination of the mobile service.

31.11. Confidentiality and Disclosure

- You undertake to maintain the confidentiality of the PIN and any other information and materials of any nature supplied to you by the Bank in relation to the Service. You shall be fully liable to the Bank for any breach of the provisions of this paragraph by yourself.
- You authorise us to collect, retain and use personal information about you for certain purposes as detailed in such data protection and privacy policies as the Bank may issue from time to time.
- You agree that we are authorised to disclose any necessary information (including any personal data) regarding you and the status of your accounts (including deposit accounts) with us or any Bank Member obtained under this Agreement or any other agreement with us or with a Bank Member to any or all of:
 - any office/branch/division of any Bank Member;
 - any agent, contractor or third party provider or service provider or professional adviser who provides administrative, telecommunications, computer, payment, collections, security, clearing, credit reference or checking, or other services or facilities to us in connection with the operation of our business;
 - any person to whom we are required to make disclosure to under the requirements of any law, regulation or practice;
 - any financial institution with which you propose to have any dealings, and to use such information in connection with the administration and operation of the Services.

31.12. Intellectual Property Rights

- The Customer acknowledges that the intellectual property rights in the System (and any amendments or enhancements thereto from time to time) and all associated documentation that the Bank provides to the Customer through the System or otherwise are vested either in the Bank or in other persons from whom the Bank has a right to use and to sub-license the System and/or the said documentation. The Customer shall not infringe any such intellectual property rights.
- The Customer shall not duplicate, reproduce or in any way tamper with the System and associated documentation without the prior written consent of the Bank.

32. DORMANT ACCOUNTS

- The Account shall be deemed to have become Dormant where in respect to the Specific Terms and Conditions of the Account, the Account has become inoperative over a given period of time, as may be determined by the Bank from time to time; and
- the Bank may (including without limitation) apply any one or more of the following conditions to the

- Account, once the Account has been classified as Dormant:
- confirm the validity and authenticity of the first transaction reactivating the account;
- suspend the payment of interest (if applicable);
- suspend the issuance of Account Statements; and
- charge a maintenance fee as may be determined by the Bank from time to time.

33. DEDUCTIONS

All payments required to be made by the Customer to the Bank pursuant to these General Terms and conditions or otherwise shall be made in immediately available funds without any set-off, counter-claim or deduction of any Tax whatsoever unless required by law, in which event the Customer will simultaneously while making the relevant payment pay, to the Bank such additional amount as will result in the receipt by the Bank of the full amount which would otherwise have been receivable by the Bank.

34. COMPLAINTS

The Bank may require that any complaint made by the Customer in relation to the Accounts be made in writing. The Bank shall act upon such complaint, as soon as reasonably possible, after receipt of the complaint by the Bank.

35. LIABILITY

- The Bank shall not be liable to the Customer for:
 - any loss of profit or opportunity or any consequential loss or damage to the Customer's reputation. The Bank shall not be liable in any way to the Customer or to any third party for making payment on the Customer's behalf or acting upon any written instructions presumed to be issued by the Customer even negligently, where the signature or content of the facilitated in such forgery and/or if there has been a previous forgery of the Customer's cheque or note of instruction to which the Customer has not previously objected to and/or if the Bank has exercised due care and in good faith in making such pay many act or omission including any breach of its obligation under these General Terms and Conditions caused by circumstances beyond the Bank's reasonable control including but not limited to fire strike, insurrection or riot, embargo, theft or burglary, delays in transportation or the requirement or regulations of any civil or military authority; or error, interruption, delay or non-availability of any electronic system; terrorist or any enemy action; equipment failure; loss of power; adverse weather or atmospheric conditions; failure of any public or private telecommunications system;
 - non-performance of the software (where the Bank is operating the Account by means of a software package or other accounting system) which shall have occurred directly or indirectly as a result of adverse power fluctuations or damage resulting from fire, water, accidents, spillage of fluids, connections or improper power supplies, faulty or incorrect electrical wiring or connection, any loss in connection with any unforeseeable acts or omissions or neglect acts on the part of the Bank's service providers, contractors, agents or employees;
 - any losses arising in connection with the Bank acting upon Requests received by the Bank from the Customer (or purportedly from the Customer) through the System or by reason of the Bank failing or refusing to so act if, acting in good faith, in the opinion of the Bank there is or are reasonable ground(s) for such failure or refusal (other than as caused by the Bank's gross negligence or wilful default);
 - any losses caused as a result of or in connection with any laws or regulations of countries where transactions are settled or cleared where any negotiable instrument or receivable is collected or any exchange control restrictions which are imposed from time to time unless caused by breach of such laws and regulations by the Bank;
 - any losses suffered by the Customer by reason the shut-down or delay in the availability of a service offered by the bank;
 - any computer viruses, Trojan horses, worms, logic software, other bombs or other similar programs or
 - routines (including hacking) affecting any Website, Service or System; or
 - Incomplete messaging.
 - any damages or losses arising from unauthorized access to a Service by a third party using any Customer Identification or User Identification or access code unless the Bank has received prior notification from the Customer in accordance with the User Guides and/or the relevant security procedures that no further access to the relevant Service shall be granted to any person using such Customer Identification or User Identification or Access code with effect either from receipt of such notification or such later date as may be specified in such notification; or
 - any losses arising from any misuse of any Website or Channel by the Customer or the Authorized representative(s), or any use of any Website or Channel by the Customer or the Authorized representative(s) not related to the Service.
 - subject to these General Terms and Conditions, where the Bank is found to be liable to the Customer for any loss, injury or damage resulting from any wilful or negligent, delay or error in carrying out the customer's clear and unequivocal instructions, the Bank's liability will be the lower of:
 - the amount of such loss, injury or damage; or
 - the amount of any interest not received, or any interest that the Customer has to pay as a result of such failure, delay or error.

36. VALIDITY OF DOCUMENTS

The Bank is not responsible for the authenticity, validity, regularity or value of documents including but not limited to bills of lading, delivery orders, consignments, receipts, warrants and insurance policies.

37. COMMUNICATIONS

Any written communication from the Bank to the customer, including but not limited, to any notice given pursuant to these General Terms and Conditions shall be deemed to have been received by the Customer:

- if delivered personally, at the date and time of delivery;
- if sent by post within four (4) days from the date of posting;
- if sent by airmail, seven (7) days after the date of posting;
- if sent by telex, when the proper answer back is received;
- if sent by SWIFT, when the acknowledged SWIFT message is received; and
- if sent by facsimile, on completion of the transmission and in the case of posting it shall be sufficient to prove that the letter containing the communication was properly

stamped and addressed the Customer has no claim on the Bank for damages resulting from loss, delay, misunderstanding, mutilation, duplication, or any other irregularity due to the transmission of any communication whether to or from the Customer, the Bank or any third party, by delivery, post, fax, telegraph, telephone, telex or any other form of cable communication.

38. INDULGENCES

Any concession which may be granted to the Customer by the Bank shall not affect the Customer's obligations to the Bank or the Bank's rights against the Customer.

39. CONFIDENTIALITY

- The Bank values the Customer's privacy and has a policy to hold in confidence information about the Customer and the Customer's Account. However, the Bank may in certain circumstances disclose any information about the Customer to any person in connection with any actual or likely event of default by the Customer. This right to disclose includes disclosing information under these General Terms and Conditions (including the assignment or transfer of all the Bank's rights and obligations under these General Terms and conditions).
- the Customer authorizes the Bank to respond, if it shall so choose, to any and all inquiries (including without limitation any bank's references) received from any other bank, financial institution or person providing credit or financial services, concerning the Account without any reference to the Customer.
- The Bank may give information, other than where the Customer is in default, to the following:
 - any credit reference, scoring or rating agencies;
 - persons providing information or services to the Bank, (including without limitation a holding or group companies, subsidiaries or related parties) on the understanding that the information will be confidential and may not be further disseminated; and
 - where the Bank is under a legal obligation to do so where it is in the interest of the public.

40. ASSIGNMENT

The Bank may assign and/or transfer all or any of its rights benefits and obligations under these General Terms and Conditions and/or under any Specific Terms and Conditions, to any person at any time.

41. INTERPRETATION

- The expression the "Customer" and/or "person" shall include any natural person, firm, partnership, incorporate or corporate body, state, state agency, governmental authority in whatever name of style and when there are two or more included in the expression the "Customer" and/or "person" such expression shall include either one of such persons severally and/or all or both of them jointly.
- References to words denoting the singular number shall include the plural and vice versa and reference to the masculine gender includes a reference to the feminine gender and neuter and vice versa;
- any obligation imposed by or resulting from the execution of these General Terms and Conditions which is undertaken by more than one person shall be a joint and several obligation of each of the persons who has undertaken it whether as principal, guarantor, indemnifier, surety or otherwise; and
- each of the provisions of these Terms and Conditions is severable and distinct from the others. If at any time any of the Terms or Conditions hereof is or becomes illegal, invalid or unenforceable in any respect neither the legality, validity or enforceability of the remaining Terms and Conditions hereof shall in any way be affected or impaired thereby.

42. VARIATION

- The Bank may vary these General Terms and conditions, any Specific Terms and Conditions and/or the Bank's Tariff (either in whole or in part) at any time. Notification or any such variation shall be given to
- the Customer either in writing or by publication thereof by such means as the Bank may decide and a variation so effected shall be binding on the Customer; and
- the Bank may introduce a new type of Account for which Specific Terms and Conditions shall apply. Where there is any conflict between these General Terms and Conditions and any Specific Terms and Conditions, the Specific Terms and Conditions shall apply.

43. DISCLOSURE OF INFORMATION

43.1. Confidentiality:

Subject to clauses 43.2 (Consent to disclose) and 43.3 (Existing laws to apply), the Bank will treat all Relevant Information as confidential.

43.2. Consent to disclose:

Without prejudice to any right of any Spire Bank Limited Member to disclose information as provided by general law or applicable legislation or regulation, the Client agrees that any Spire Bank Limited Member may disclose any Relevant Information to any Authorised Recipient, regardless of the country or territory in which the Authorised Recipient is located.

43.3. Existing laws to apply:

This clause 43 (Disclosure of Information) is not, and will not be deemed to constitute, an express or implied agreement by the Bank with the Client for a higher degree of confidentiality than that which may be prescribed by the laws of the Jurisdiction.

43.4. DATA PROTECTION

The Client will notify each Relevant Data Subject that the Bank may from time to time collect and hold information relating to that Relevant Data Subject and will obtain the consent of that Relevant Data Subject for the Bank's use of such information in the course of its relationship with the Client (including operating any Account or providing any Service) or for any other reasonable purpose Notified by the Bank at any time.

43.5. CUSTOMER DATA

General customer data will be accessed from Spire Bank's applications and stored for trend analytics to better understand customers' needs towards tailor making products & services. Examples of general customer data are: name, email address, telephone number or consumption or utilization patterns. This information will be available to the Bank and the owners of respective applications.

44. INDEMNITY

The Customer hereby agrees to indemnify the Bank against all costs and expenses (including any Taxes, legal and/or statutory fees (billed on a client basis) incurred by the Bank (or by any other person on the Bank's behalf) in connection with:

- the negotiation, preparation, execution, delivery, stamping or registration (whether in whole or in part of any Security);
- any preservation or exercise (or attempted preservation or exercise) of any of the Bank's rights under or in connection with the enforcement (or attempted enforcement) of these General Terms and Conditions, any Specific Terms and Conditions and/or any Security;
- any actual or proposed amendment of or waiver to any Security;
- any discharge or release of any Security; and
- any dealing with or obtaining of a professional and/or other advice about any matter or question arising out of or in connection with these General Terms and Conditions, any Specific Terms and Conditions or any Security.

45. GOVERNING LAW

These General Terms and Conditions and any Specific Terms and Conditions shall be governed by the laws of Kenya and the Customer hereby submits to the non-exclusive jurisdiction of the Kenya Courts. The Bank may, however bring any action before any courts in any other jurisdiction outside Kenya.

I/We accept the operation of the account subject to the terms and conditions.

Name _____	Signature _____	Date <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td>D</td><td>D</td><td>M</td><td>M</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td></tr></table>	D	D	M	M	Y	Y	Y	Y
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