

These Terms and Conditions shall constitute a binding agreement between you as the Customer (client, account holder or you) and KCB Bank Uganda Limited (“the Bank”)

PLEASE READ AND REVIEW THESE TERMS AND CONDITIONS CAREFULLY.

1. Interpretation/ Definitions

In this agreement “you” and “your” means any customer whether a person (s), firm(s) or corporate body(ies) operating an account and, where appropriate, any person you authorize to give instructions on your accounts. “We”, “us” and “our” mean KCB.

Access Code / Pin means A personal identification number, the secret code initially received from the Bank to access your electronic banking service and Visa Debit Card, and any modification of the same by the customer thereafter.

Account Holder means the person in whose name the banking transactional account or electronic banking registration is done

Account means Electronic Banking account, transactional account

ATM means Automated Teller Machine

Customer Care Centre (CCC) means the call Centre dedicated to attending to customers.

Electronic Banking means all electronic banking services i.e. Online

Banking, Mobile Banking (KCB App and USSD) and alerts) SMS and Email)

Site or sites mean the website(s) owned or operated by the Bank including without limitation, <http://www.kcbbankgroup.com> and <https://onlinebanking.kcbbankgroup.com>

SMS means Short Message Service.

Transaction, transact means Any debit or credit on your account. It includes any payment for goods or services; cash in or cash out or transfer of money or value.

2. You authorize us to make any enquiries we may deem necessary in respect of opening and operation of your account.

2.1. These Terms and Conditions may be changed by us from time to time; Any additional terms and conditions which include those relating to specific products, our charges, interest rates, notice period, maximum and minimum balances and any other features for each type of account or service.

3. Your agreement with us is contained in:

3.1. The account application completed, acknowledged and signed by you;

3.2. Any mandates completed and signed by you;

3.3. These Terms and Conditions as may be changed by us from time to time;

3.4. Any additional terms and conditions which include those relating to specific products, our charges, interest rates, notice period, maximum and minimum balances and any other features for each type of account or service.

4. You undertake to update the information you provided in your Personal Account Application Form within 30 days from the date of any changes to the information provided therein.

5. Authorized Signatories

You will give us, in an acceptable form, the specimen signature (s) of yourself and every person authorized to operate the account. Unless otherwise agreed in writing, all signatories are in a position to withdraw all or any of your property or securities held by us from time to time, to open any further account in your name, and to withdraw or overdraw any of your accounts. If you at any time instruct us to change the persons authorized to operate the Account, we shall require that such instructions be effected on all your Account access and operation channels, including but not limited to KCB

Mobi, KCB i Bank and KCB Quick Pay unless you instruct us in writing to do otherwise.

6. Your Instructions

We will honor and debit your Account with the value of all cheques, drafts, bills, promissory notes, acceptances, negotiable instruments and orders drawn, accepted or made out by you, and carry out any instructions you may give in connection with your account, notwithstanding that any such debiting or carrying out may cause your account to be overdrawn or an overdraft to be increased. Where no overdraft has been agreed or the limit or the overdraft agreed has been fully utilized, we may nevertheless refuse to carry out any instructions which would result in there being an overdraft or any overdraft limit greater than that agreed or sanctioned by us, as the case may be.

7. Acceptance of Electronic instruction

We may act on any electronic instructions, E- mail/Facsimile, given by you from time to time. You voluntarily and with full knowledge take and assume any and all risks associated therewith and, in particular;

- a) We shall take all reasonable measures to check or verify authenticity or accuracy of such electronic instructions purporting to have been sent by you.
- b) We shall be deemed to have acted properly and to have fully performed all the obligations owed to you notwithstanding those instructions may have been initiated, sent or otherwise communicated in error or fraudulently, and you shall be bound by any instructions on which we may act if we have in good faith acted in the belief that such instructions have been sent by you.
- c) We may, in our absolute discretion, decline to act on or in accordance with the whole or any part of an instruction pending further enquiry or further confirmation (whether written or otherwise) from you, however that we shall not be under any obligation to so decline in any case, and shall in no event or circumstance be liable for not so declining.
- d) You shall release from and indemnify us against all claims, losses, damages, costs and expenses howsoever

arising in consequence of, or in any way related to us having acted in accordance with the whole or any part of any of the instructions having exercised (or failed to exercise) the discretion conferred upon us.

- e) You acknowledge that to the full extent permitted by law we shall not be liable for any unauthorized drawing, transfer, remittance, disclosure, any activity or any incident on your account by the fact of the knowledge and/ or use or manipulation of your password, ID or any means whether or not occasioned by your negligence

8. Simultaneous Order in Excess of Funds

Where we receive several orders at approximately the same time the total amount of which exceeds the available assets of or the credit granted to you, we may honour the orders on a first come first served basis.

9. Set-Off

9.1. We may, upon notice, combine/consolidate any of your accounts, whether current, loan, savings, term deposit or any other type and set off against any of your other accounts or indebtedness to us.

9.2. We may, upon notice to you, set off an account against any other account or indebtedness in respect of which you are liable, notwithstanding that some other person may also be liable in respect thereof. In such circumstances, upon receipt of an indemnity acceptance to the Bank (against costs) and at your expense, we will give you any assistance necessary in obtaining a refund.

9.3. If the set – off is for debt recovery, we will provide you with a detailed breakdown of the costs and expenses recovered from you together with a justification for such costs and expenses.

10. Our Charges and Expense Interest

We may debit your account with bank fees, commissions, costs and other charges in respect of our products and services, including but not restricted to the following:

- a) Unless otherwise agreed in writing, interest on overdrawn accounts, loan accounts or any other facility granted, at any rate or rates as we may determine from time to time, but not exceeding the maximum allowed by law, which rate or rates may be different for different accounts. Such interest will be calculated on daily balances and debited monthly. We will notify you within reasonable time

prior to effecting any change(s) as regards interest rates. Where a higher rate of interest has been agreed, we may charge such higher rate on any of your accounts. Such interest is payable notwithstanding the determination of your relationship with us and until you repay the full amount you owe us in full.

b) Legal Charges: Advocate and client charges, costs and expenses incurred in any legal, arbitration or other proceedings arising out of or connected with your account;

c) Commissions: Commissions at such rates as we may determine from time to time, with power to charge different rates for different accounts. We will give you seven (7) days' notice of our intention to effect a new commission by way of email, SMS or letter.

d) Other charges and expenses: In addition to the debits authorized by sub-clauses (a) and (b) of this clause, all other proper expenses and charges including but not limited to ledger fees, disbursements for cheque books, postage, cables, telephone calls, taxes, duties and impositions. We may also debit your account with expenses incurred:

i. In complying with your requests;

ii. In complying with the requests of authorized and accredited Government or other agencies in relation to your account;

iii. In maintaining your Account;

iv. In collecting or attempting to collect any amount of money you owe us; and

v. Expenses incurred in realizing any security or protecting the subject matter of any security issued to us.

e) Such penalties as are provided in these terms and conditions at any rate or rates as we may determine from time to time. The penalties will be calculated on daily balances and debited monthly. Penalties shall be due and payable notwithstanding the determination of your relationship with us until settlement in full;

f) We will provide you with a detailed breakdown of the costs, charges and expenses incurred under sub-clauses (a), (b), (c), (d) and (e) of this clause in the account statements.

A copy of the complete guide on our Bank Tariffs is available on our website.

11. Taxes

11.1. All payments to be made by you in connection with our banking agreement are calculated without regard to any taxes payable by you. If any taxes are payable in connection with the payment, you must pay us an additional amount equal to the payment multiplied by the appropriate rate of tax. You must do so at the same time as making the payment.

11.2. Amounts in your account may be subject to withholding tax in accordance with applicable law.

11.3. You consent and agree that we may withhold amounts in any account at any time, if any tax authority requires us to do so, or we are otherwise required by law or pursuant to agreements with any tax authority to do so, or if we need to comply with internal policies or with any applicable order or sanction of a tax authority.

12. Accounting Periods

Accounts are made up at our sole discretion at the end of each monthly, quarterly, half-yearly or yearly period excluding Deposit and Loan Accounts which we will periodically be making the statements available. 13. Statements

13.1. You will be entitled to one free statement at a reasonable interval e.g. quarterly, semi-annually or annually, which will be delivered to you through your last known email address. We may also provide you with printed statements if you request for the same.

13.2. Your statement will show all amounts added or taken from your account since the previous statement. You must check your statement carefully and tell us as soon as possible if it includes something which appears to you to be wrong or not made in accordance with your instructions.

13.3. You will be deemed to have approved and accepted the correctness of the statement if you do not object to it within twenty-eight (28) days from its date.

13.4. You confirm that you will not challenge the contents of statements on any grounds whatsoever, including but not limited to lack of mandate, forged or inadequate signature of endorsement of cheques,

forged alteration thereof or otherwise, after the said Twenty-Eight (28) days.

13.5. We reserve the right to rectify discrepancies, add and/or alter the entries in your statements, without prior notice to you. We will however inform you of any rectification, additions and or alterations effected on your statements within a reasonable time after the changes are effected.

13.6. We will correct any entries we make by mistake to your account as soon as possible after you tell us about them or we notice them.

13.7. We may put messages on your statement to tell you about changes to this agreement.

13.8. We will provide you with statements of your account at such intervals as we shall agree with you at the time of opening your account or after the opening of your account. In the absence of any agreement, we shall provide you with statements at least once a year.

13.9. We will give you the option of whether to receive your statements in paper form or in electronic form. If you choose to receive statements in electronic form, you will be required to adhere to the security arrangements we put in place to protect the confidentiality of your statements.

13.10. We will give you an option to subscribe to our transaction alert service (SMS Alert Services) where you will receive notifications on your mobile telephone of any transaction on your account. We may levy a charge for the service, which we shall advise you of at the time of your subscription.

14. Customer Complaints

14.1. Complaints may be made in person, in writing, by post, fax, email or by telephone. We will take all measures within our means to resolve your complaints within a reasonable time. All complaints will be handled in accordance with our complaints handling procedures, and may be addressed to our Customer Care Centre on +256 317118200 or where applicable visit any of our branches. Where a notification regarding your complaint or any other matter is expected from us but not received, the complaint

must be made within a reasonable time after non-receipt of such notification.

14.2. Applicable tariffs will be charged by your telephone and internet service provider (s) when communicating with our contact Centre.

14.3. Delay by Account Holder in Lodging Complaints

The Bank is not responsible for any matter unless the Account Holder has made a complaint to the Bank as soon as reasonably possible after receipt by him of notification of the matter. Where notification from the Bank is expected but not received, the complaint must be made within 28 days after non-receipt.

15. Payment by Third Parties

15.1. We may credit your account with amounts paid by third parties.

15.2. All instruments such as cheques, drafts, bills of exchange and other negotiable instruments or commercial documents, tendered for collection and credit to your account are accepted by us subject to the following express terms and conditions: -

i. Instruments not payable at the Bank are accepted by us only for transmission on your behalf at your entire risk and responsibility.

ii. Where we forward the instruments by post or through courier services to other Banks or to any correspondent or agent or sub-agent of the Bank, the Post office and the courier, as also the Bank or the correspondent, agent or sub-agent of the Bank will be deemed to be the Account Holder's own "agenda for collection", even though couriers, Bank, correspondents, agents or sub-agents are of the Bank's choice.

iii. We will not accept any responsibility, and shall not be held liable, for any delay, mutilation or loss of any of your instruments, arising from or occasioned by transmission by post or through courier, nor shall we be responsible or held liable for any act, neglect, default, failure or insolvency of any Bank, correspondent, agent or sub-agent aforesaid and or their employees and for any loss or damage suffered by you or by any other party as a result thereof.

16. Deposit of Cheques etc.

16.1. All cheques or other orders for payment of whatsoever nature are accepted for deposit for collection at your risk notwithstanding that we send such instruments for collection through a courier of our choice or other means as we deem necessary. Where any cheque or order is unpaid for any reason whatsoever (including but not limited to physical loss) other than our negligence, we may debit you with the amount previously credited (taking into account any exchange fluctuation where relevant) in respect of that cheque or order together with interest since the date of crediting if the account is thereby overdrawn.

16.2. Before making any withdrawal, you must allow sufficient time to elapse after making any deposit (even of cash) in order to enable us to carry out necessary operations to credit the account.

16.3. Where cheques, other negotiable instruments of commercial documents are deposited for the credit of the account, whether or not payable at or by us, the amount of such deposits shall be available for withdrawal only when actually collected by us.

16.4. Although immediate credit may have been given for cheques received for collection through clearing, they are not available for drawing against until the relative cheques are realized. In case such credits are allowed to be drawn against, it is not to be construed that the relative cheques have been honored.

We reserve the right to debit your account or in any other way recover the amount in case such cheques are returned unpaid.

16.5. Notwithstanding the provisions of Clause 7 herein any money credited to you in error must be repaid on demand.

17. Cheque Books

Cheque books are issued subject to the following conditions: -

a) You agree to look after and use any cheque book and any cheque form with utmost care.

b) You further agree to ensure: -

i. That all uncompleted cheque forms are kept in safe custody at all times.

ii. That we are informed immediately upon your discovery that any cheque book or any cheque form or registration slip in the cheque book has been stolen, lost or mislaid;

iii. That any person preparing a cheque is authorized to do so,

iv. That any cheque is prepared and signed in ink or other indelible writing materials,

v. That the amount of cheque is written in such a manner as to prevent any unauthorized addition, alteration or deletion of letters or figures,

vi. That any cheque and any alteration is signed by an authorized signatory,

vii. That no uncompleted cheque is given to any stranger or other person when you do not have reasonable grounds for believing him to be trustworthy, and

c) You are advised that: -

i. Where possible any completed cheque should be crossed with two distinct lines in order to make the cheques negotiable only through a Bank, and

ii. If it is known with which Bank the beneficiary of the cheque keeps his account then the name of the Bank should be added to the crossing in order to make the cheque negotiable only through that particular Bank.

d) We will stop payment of any cheque upon receipt of your written notice to that effect in a form acceptable to us. We will record your notice upon receipt but will not be responsible if the notice is not acted on otherwise than through negligence. If by reason of negligence a cheque is in fact paid after receipt of your notice, we will repay you upon proof to our satisfaction that the payment has not discharged or partially discharged your liability to any party to the cheque and, further, upon receipt of an assignment of your rights against all such parties but not otherwise. You will give us all assistance necessary to the enforcement of the assigned rights. If reasonable assistance is not forthcoming or it is proved that the payment has discharged your obligation, we may re-debit your account with the value of the cheque and the costs of the action. Any notice given to us to countermand

payment of a cheque must clearly indicate the cheque number, amount, payee's name and the account number. You must advise us if a lost cheque which has been stopped is found and a replacement issued.

e) Upon closure of any account you will return to us any remaining uncompleted cheque forms relating to that account and we will return to you the value of any Revenue Stamps reimbursement for them which is obtained by us.

18. Cheques not drawn in Bank's Forms or in manner specified by Bank, we may refuse payment of any cheque not drawn on our cheque form specified by us in accordance to these terms and Conditions.

19. Drawing of Cash using a cheque

19.1. We will pay you cash where the cheque is signed in the presence of the Teller by an authorized signatory or by authorized signatories.

19.2. Where a cash cheque is presented not by you but a third party, we will require confirmation by telephone from you or from your representative known to us before we make payment.

19.3. Where cash cheques are presented by your employees or other known agents the following steps will be taken:

- i. The employee or Agent will be identified beforehand in a manner accepted to us; and
- ii. A limit on such drawings will be agreed in writing with us, and until such limit is agreed, no drawings will be allowed under this paragraph.

19.4. Where you request that payments be made under paragraph (c) you indemnify us in respect of all payments made to such employee or known agent, whether or not the money was received by you and whether or not the order for payment presented was in fact your order.

19.5. Where either the employee or agent is not known to us or if the cheque exceeds the agreed limit, the provisions of sub-paragraph (b) of this paragraph shall apply.

20. Forgery

We will not be liable to you or any other person for having honored even negligently any cheque the signature or content of which has been forged if:

- a) You have facilitated such forgery either by failure to comply with any of the conditions contained in paragraph (a) or paragraph (b) of condition 13 hereof or by your negligence in any other way, or
- b) There has been a previous forgery of the cheque and you fail to object to the first statement of accounts which debited such check as provided in by condition 9 hereof, or
- c) The forgery has been perpetrated by your employee, servant, agent, contractor or sub-contractor.

21. No Duty on Bank to Protest

The relationship between you and the Bank is governed by the following Terms and Conditions and is subject to any further agreement in writing. We shall not be liable for any loss or damage suffered by any party if any dishonoured bill is not noted or protested or both. We will nevertheless endeavor to cause dishonoured bills to be noted or protested or both, provided that we receive instructions to do so within 24 hours of dishonour thereof.

22. Repayment of Overdrawn Account

We are entitled to demand repayment of any money overdrawn from your account together with interest and penalties. You confirm that it is your responsibility to ensure that your account is not overdrawn.

23. Lien

Where you are indebted to us, we have a general lien over all your property/assets in our possession, including but not limited to cash, goods, securities or valuables deposited for safe custody as security, cheques presented for repayment, bills and any other movable or immovable property charged to secure repayment of any money, whether or not that money has been repaid, and also over all property in respect of which, by the general law, we have a lien.

- a) Where you are indebted to us in circumstances giving us a right of set off, all securities as set out in paragraph

(a) hereof shall be deemed to be held as security for the debt.

b) We may at any time give you notice in writing that if an accrued debt is not paid within a period being not less than 14 days from the date of receipt by you of the notice then we may, without further notice, realize your assets to discharge the debt. Any part payment will be accepted strictly on account and without prejudice to our rights.

c) If the debt is not discharged within the time allowed, we may realize your assets to discharge the debt. you hereby constitute us as your attorney for the purposes of any transaction will be held on your behalf in relation to your assets for purposes of discharging the debt.

d) Funds in foreign currency which are subject to our lien may be set off against debts or realized at the rate of exchange prevailing at the date of the set off or realization. We accept no liability for any loss caused by exchange fluctuations.

24. Current and Transactional Accounts

24.1. You can only cancel instructions given by telephone or computer if they are revocable and have not been acted on. If we are able to cancel your instruction we may make a charge.

24.2. If you hold a current account you will, on application and upon payment of the requisite charges, be issued with a cheque book.

24.3. We may refuse to make a payment if you do not have enough money in the account at the start of the business day in which the payment is due to be made. In deciding whether you have enough money we take account of any authorized card transactions, any overdraft limit, any cheques we are treating as cleared, any instructions to make payments and regular payments which have not yet been paid from your account. We will tell you if you can make payments from your account against cheques which are not cleared. We do not have to take account of regular credits or any amounts received after we have decided not to make the payment.

24.4. We will debit each business day the amount of all card transactions processed since the previous business day.

25. Savings Accounts

25.1. Interest shall accrue to the balance on the account, if the account has a credit balance. Interest shall be calculated on the end-of-day balance and shall accrue and be paid into your account on a yearly basis.

25.2. We reserve the right to vary interest rates from time to time and will reasonably endeavor to give prior notice of the changes in the interest rates. If you do not receive such prior notice we will not be prevented from changing the interest rate.

25.3. You shall not be entitled to overdraw your account.

25.4. In the event that your account does become overdrawn, debit interest shall accrue to the account on the debit balance. The debit interest shall be equal to the maximum unauthorized overdraft rate levied on current account.

26. Term and Call Deposits

In this Clause, "Account" means a Term or Call Deposit Account opened by us in your name at your request.

26.1. Term Deposits

26.1.1. Term Deposits are available for different durations (for instance 3 months or 1 year), some of which may only be available for you to invest in for a limited time (Limited Issue Term Deposits)

26.1.2. Depositing additional funds during the term of the Term Deposit is not allowed, but you may open additional Term Deposit Accounts.

26.1.3. Your Term Deposit will mature on the relevant anniversary of the date the deposit was opened, or if this is a non-business day, the next business day. If we do not hear from you up to 5 business days prior to the date of maturity, the monies will be rolled over in your name(s) as per your latest instruction held with us or, in the absence of any disposal at maturity instructions, into a new Term Deposit of the same term as the maturing Term Deposit and at the then prevailing interest rates.

26.1.4. The rate of interest will be fixed at the time of issue of the Term Deposit. Interest on the Term Deposit is

calculated on the principal investment amount and will not be compounded (unless you are advised otherwise in writing). Interest will only be paid on the maturity date of those Term Deposits of a period of one (1) year or less. Where the Term Deposits run for a period of above one (1) year interest will be paid at agreed intervals within the term of the Term Deposit. However, you have the option to have the interest paid on the maturity date upon notifying us of such request.

26.1.5. Early withdrawals from Term Deposits will be permitted on condition that the entire interest accrued will be forfeited. You must however give us one (1) month written notice of your intended withdrawal. We will effect your withdrawal instructions upon the lapse of your notice. Please note that you must withdraw the entire Principal amount as partial withdrawals are not allowed.

26.1.6. All payments, whether of interest or principal will be made by an automated credit into a KCB account in Uganda nominated by you. There may be a charge for any other means of transfer requested by you.

26.1.7. We reserve the right either to decline or open a Term Deposit. For Limited Issue Term Deposits, no applications will be accepted after the closing date, once announced.

26.1.8. You must provide us with any information requested, which we consider pertinent to this, or another, banking service at any time.

26.2. Call Deposits

26.2.1. Call Deposits are available for at least one day duration and they have no fixed or maximum Term. The bank will require at least one day notice in order to make any withdrawal.

26.2.2. You may uplift a Call Deposit after giving the bank a one-day notice.

26.2.3. Your Call Deposit shall be subject to rate revision at a short notice of one day during its tenor. We may therefore vary the rate of interest from time to time.

26.2.4. We may impose a minimum amount for a Call Deposit to qualify for interest and shall advise you of this minimum amount at the time of opening the Account.

26.2.5. We shall advise you of the rate of interest that will accrue on your Call Deposit. Interest will be calculated

on the principal investment amount and will not be compounded (unless you are advised otherwise). Interest will be calculated daily and paid into your current account or, if we agree, reinvested into the Call Deposit Account.

26.2.6. The interest earned by your Call Deposit will only be paid to you when the Call Deposit is uplifted.

26.2.7. You may on giving the bank a written short notice of one day withdraw the amount in your Call Deposit Account. No withdrawal charges will be levied for such withdrawals.

26.2.8. All payments, whether of interest or principal will be made by an automated credit into a KCB account in Uganda nominated by you. There may be a charge for any other means of transfer requested by you.

26.2.9. We reserve the right to either decline or open a Call Deposit.

26.2.10. You must provide us with any information we request, which we consider pertinent to this, or any other, banking service at any time.

27. Partnership Accounts

The following additional provisions shall apply to partnership accounts:

a) You hereby authorize us to carry out instructions countermanding payment of cheques, bills of exchange, promissory notes, or other orders for payment when such instructions are given by any person whose name appears on the mandate whether or not that person has signed the original payment instruction.

b) You authorize us to make advances with or without security by way of overdraft, loan or in any other manner on the requests of the partners at the time being, and to discount bills and promissory notes on the request of the partners for the time being made in accordance with the mandate.

c) You authorize us to accept by way of pledge or deposit as security or for safe custody,

anything belonging to the partnership on the instructions of the partners for the time being made in accordance with the mandate, and to deliver upon the said instructions anything so accepted or held on account of the partnership.

d) All liability of the partners to us is joint and several

e) Upon any change in the constitution of the partnership, the partners will sign a new mandate.

f) A mandate remains in force and may be acted upon by us until it has been revoked in writing by all or any of the signatories or until it has been replaced by a new mandate.

28. Joint Accounts

The following additional provisions shall apply to joint accounts:

a) The holders of a joint account authorize us to pay or deliver to or to the order of the survivors or survivor or the executors or administrators of such survivor any monies standing to the credit of their joint account.

b) All liability on a joint account is joint and several.

29. Inoperative and Dormant Accounts

a) Your account will automatically be classified as inactive if you do not initiate any transactions on the account for a continuous period of 12 months. We shall make reasonable endeavors to inform you of the intended classification of the account as inactive at least one (1) month before such classification. We shall, not later than seven (7) days from the date of such classification, inform you of such classification by way of short-message text alerts addressed to your last known mobile telephone number.

b) Your account will be re-classified as Dormant if it remains inactive for a further period of 12 months, in which case the account balances shall be transferred from your account to a central account for security reasons.

c) You will not be allowed to transact on an inactive or dormant account but we shall, upon your written (e.g

letter/email) request, inform you of the procedure to be followed to activate your inactive/dormant accounts.

d) We may (including without limitation) apply any one or more of the following conditions to an account upon its classification as Dormant:

i. Confirm the validity and authenticity of the first transaction reactivating the Account;

ii. Suspend the payment of interest (if applicable);

iii. suspend the issuance of Account Statements; and

iv. charge a maintenance fee as we may determine from time to time.

e) Accounts that will not have any transactions initiated by you and in respect of which you shall not have communicated with us for a continuous period of (5) years will be presumed abandoned and transferred to the Unclaimed Financial Assets Authority as such.

30. Freezing of Account

We may at any time freeze your account(s) if and so long as there is any dispute or we have doubt for any reason as to the person or persons entitled to operate the same. In this regard, we shall have no obligation to institute interpleader proceedings or to take any step of our own initiative for the determination of such dispute or doubt.

31. Debit Cards

31.1. You may be issued with a Debit Card and a PIN (Personal Identification Number for accessing your account. You will be responsible for safety of the Debit Card and any transactions carried out using the Debit Card.

31.2. Debit Cards not utilized for a period of 9 consecutive months will be automatically deactivated. Request for Activation of the same will be made in writing.

32. Rights and obligations of Customer and

32.1. You shall bear full responsibility for all PIN-based transactions. Responsibility for Signature - based transactions will be determined by the date of receipt of report of loss and the date of transaction.

32.2. You confirm that you have been informed and understand: -

i. The Bank's undertaking to customer confidentiality;

ii. Account and product features and benefits;

iii. Applicable financial obligations include Bank charges, fees, commissions, interest, penalties and taxes related to establishment, operation and termination of the account, products and services herein;

iv. Conduct and/or rules and regulations of operating the account;

v. Query/complaint resolution process;

vi. Communication on account status;

vi. Right to a reasonable period to think over the products, services, terms and conditions herein before accepting the same

32.3. As the Account Holder it is your duty to: -

i. Keep abreast of account status and make appropriate enquiries within a reasonable time;

ii. Consent to the Bank sharing account information as per legal and regulatory requirements.

iii. Take due care to ensure that your account shall not be used to abet or facilitate illegal or otherwise fraudulent activities

32.4. You have a duty to ensure that all your loans and overdrafts and any overdrawn positions are repaid in accordance with your agreement with us or these terms and conditions so as to avoid disputes on the amount owing from you and, further, to avoid us sharing negative information with Credit Reference Bureaus (CRB) concerning your non-performing loans.

33. Securities

At your/authorized representative's request, a detailed list of the securities deposited on your behalf with us on your account, or deposited in your name with our correspondents, will be prepared and supplied to you once a year (or more frequently subject to a fee to be charged at our discretion).

34. Safe Custody Deposits

We shall receive your article(s) for storage or safe keeping on the following terms: -

i. You shall not assign, sublet or underlet a Safe Deposit Box.

ii. We shall receive the package for your Account, as Depositor.

iii. The package is received by us at your sole risk of the Depositor as regards any damage to or loss of the article through any cause whatsoever including but not limited to moth, vermin, heat or leakage, and we shall not accept responsibility for any such damages or loss except in so far as this Clause expressly provides to the contrary.

iv. We shall not accept safe deposit of currency other than souvenirs.

v. The contents of the package shall be inspected by the bank official before signing and sealing.

vi. You hereby assure us that the package does not contain anything explosive inflammable harmful illegal in nature or anything that might suffer deterioration in storage.

vii You shall indemnify us against claims arising from injury in our premises and/or damage to our property caused by the contents of the package. You confirm that we shall be deemed not to have knowledge of the

viii We undertake to exercise reasonable care in safekeeping the package and in ensuring that no unauthorized person has access thereto but will not be liable for any loss of or damage to property stored in a Safe Custody facility where;

a) We did not breach our duty; or

b) Loss is not a foreseeable consequence of such a breach.

ix. We will not be liable for any loss resulting from your breach of these Terms and Conditions.

x. You confirm that we shall be deemed not to have knowledge of the value of the package.

xi. Where the lodgment is done jointly the package may shall be deemed to be the sole or surviving parties upon evidence of death being produced.

xiv. In the event of death of a sole customer we may permit access to any person(s) claiming to be the legal Personal Representative of the deceased upon production of the letters of Administration.

xv. Lodged items can only be accessed during Banking hours at 24-hour notice and on production of the Safe Custody receipt on day of withdrawal. We shall require production of identification documents by yourself or any

person authorized by you, upon any application to access the package.

xvi. You must provide us with specimen signature(s) of any other person(s) who will be authorized to have access to the package.

xvii. We may refuse to grant access to the package in any of the following events:

a) If we have any doubt as to the genuineness of the withdrawal instructions.

b) When there are outstanding Bank charges.

c) If there are any other reasonable grounds to refuse access.

xviii. Fees are payable in advance and in accordance with our Tariffs currently in force. You hereby confirm that you have been informed of current Bank tariffs and have accepted the same. We shall publish any changes to the tariffs and communicate the same to you within reasonable time.

xix. We may terminate this safe deposit agreement on one month's written notice or, in the event of any breach of this or any other agreement with us, with immediate effect. Upon termination, you must collect the package within one month failing which we may retain the package without any obligation to its safe custody. It shall be your responsibility to reimburse any charges incurred by us, which charges shall be recovered from any of your accounts held with us.

xx. Upon termination, you will not be entitled to any refund in respect of the remainder of the current period. xxi. Without prejudice to the generality of the foregoing, upon termination of this safe deposit agreement, we will have the right to dispose of the contents of the package or any part thereof, without any further notice to you, either by public auction or by private treaty and apply the proceeds thereof in payment of any costs to be incurred by us and debts you owe. It being understood that you shall make good the deficiency if any when called upon to do so.

xxii. We may vary the Terms and Conditions from time to time which variation shall become effective upon one month's notice through any means we may deem fit.

xxiii. Safe Custody Deposits remaining unclaimed for more than two years after the lease or rental period on the box

or other repository has expired will be presumed abandoned and surrendered to the Unclaimed Financial Assets Authority.

35. Validity of documents

We are not responsible for authenticity, validity, regularity or value of lodged documents including but not limited to bills of lading, delivery orders, consignment documents, receipts warrant and insurance policies.

36. Holdings and credit in Foreign Currency

Subject to all laws and Governmental Regulations applicable: -

a) We will credit the counter-value of your holdings in foreign currencies to accounts with our correspondents in various countries of origin.

b) While such accounts are in our name, they shall be held at your risk. You accordingly accept responsibility for any ensuing consequences, including but not consequences of legal, fiscal or other measures affecting the accounts.

c) Except in the case of an assignment by you to us, you may dispose of such funds only by means of requests for cheques or transfers in the original currencies at our option.

d) All credits granted in foreign currencies are also subject to this Clause 37. Accounts in Foreign Currency Subject to all laws and Governmental Regulations, where an account is in foreign currency and demand on us for payment from such account is properly met by the Bank issuing a draft or effecting a transfer or making payment in any other manner in foreign currency, the mode of remittance is at the discretion of the Bank.

38. Communications

38.1. All notices, statements, letters and other communications from us may be sent to your last known, and the date appearing on our copy of any such communication is taken to be the date of such dispatch in the absence of proof to the contrary.

38.2. Any written communication from us to you including but not limited to any notice given pursuant to

these Terms and Conditions shall be deemed to have been received by you;

- i. If delivered in person, at the date and time of delivery,
- ii. If sent by post five business days after posting
- iii. If sent to a Ugandan address, seven business days after posting if sent to an address outside Uganda (in proving such dispatch by post it shall be sufficient to prove that the letter containing the communication was properly stamped and addressed and put into the post office /curier

38.3. You have no claim on us for damage resulting from losses, delays, misunderstandings, mutilations, duplications or any other irregularities due to transmission of any communication whether to or from you, we or any third party, by delivery, post, telegraph, telephone, telex, e-mail, SMS (short message service) or any other means of communication.

39. Variations and Termination of Relationship

39.1. We may terminate or vary our banking relationship with you upon giving you fourteen (14) days of such intent. In particular, but without prejudice to the generality of the foregoing, we may cancel credits which we have granted and require the repayment of outstanding debts resulting there from within such time as we may determine. Our decision in this connection will be final and binding on you and we to deserve the right to protect our interests, which may include summarily closing any account if we are compelled by law or by the order of any authority or if we have reasons to believe that the account is being used for unlawful or fraudulent activities.

39.2. You can close your account by telling us in writing. (In the case of joint accounts, all account holders must sign the written communication.)

39.3. Upon reasonable notice, we may give you a new account number and/or transfer your account to another branch if we close or combine branches.

39.4. Upon termination of our banking relationship, you will return any cards we have given you, any unused cheques and any computer banking software we have provided. You must repay any money you owe us, including, where applicable, the amount of any

cheques, card transactions or any other payment instructions you have made, which have not been taken out of your account.

40. Procedure upon death

40.1. In the event of death, your estate administrator will be granted access to your account upon production of the letters of administration or grant of probate for the purposes specific in the letters of administration or grant of probate and thereafter the account proceeds will be dealt with in accordance with the confirmed letters of administration or confirmed grant of probate.

40.2. If one account holder on a joint account dies, the survivor(s) may withdraw any account balance and or continue our banking relationship without a ny Reference to the deceased joint account holder's family or estate. We will however require the surviving joint account holders to provide us with an original and copy of the deceased joint account holder's death certificate and /or notification of death before the account as required by this clause.

41. Disclosure

You hereby authorize us to disclose any information relating to your account (s) to any Regulator, Tax Authority, Credit Reference Agency or any other institution or third party as required by the laws of any country and as we deem necessary.

42. General

42.1 We may check by reference to third parties the correctness of details given in this account opening form.

42.1 The postal address you supply on your account opening form will be regarded as your chosen address where notices may be given and documents in legal proceedings may be served.

42.3 You must notify the Bank in writing or email immediately if your chosen address changes/ has changed.

42.4We may choose to send any non-legal notice through addresses which you give when you apply for an account. These notice(s) will be treated as having been received by you, unless the contrary is proved;

- a) Within seven days by posts.
- b) Within one week by fax or email.

42.5 You must notify us immediately if you are placed under any other form of insolvency or legal disability.

42.6 You consent to the Bank carrying out identity and fraud prevention checks and sharing the information relating to this application with the Fraud Prevention Agencies.

42.7 Your information, including your personal information, your telephone conversations with our CCC and your Transactions will be recorded and stored for record keeping purposes for 10 years. We are obliged by law to regularly update your personal details, such as your current physical/residential address, and contact information. We may contact you from time to time to do this.

42.8 You acknowledge and agree that the Terms will be treated for all purposes as having been entered into in Uganda and any breach of these Terms will be treated as having taken place in Uganda,

42.9 You must pay all our expenses for recovering any amounts you owe us, including legal fees of an attorney, collection fees and tracing fees.

42.10 These Terms and Conditions are governed by Ugandan Law. Any disputes arising as a result of your use of your account and any products you opt or will be decided by a court of competent Jurisdiction

43. Sanctions

43.1 You undertake to immediately notify the bank upon becoming the subject of sanctions investigations whereupon the bank maintains the right to terminate the relationship should you become the subject of sanctions under a regulatory body duly authorized to issue such sanctions including but not limited to; the Government of Uganda, Her Majesty's Treasury of the United Kingdom (HMT), The Office of the Foreign Assets Control of the Department of treasury of the United States of America (OFAC)

the United Nations Security Council (UNSC) the European Union's Common Foreign and Security Policy (EU) and the French Ministry of Economic, Finance and Industry.

43.2 You hereby indemnify the bank against any actions, proceedings, claims and/or demands that may be brought against the Bank, as well as against losses, damages, costs and expenses, which we incur in connection with the seizure, blocking, withholding of any funds by any competent Authority.

43.3 You undertake that; you will not use (or otherwise make available) the funds/ facilities on this account (s) for the purpose of financing directly or indirectly, the activities of any person which is Sanctioned or in a country which is subject to any Sanctions; You will not contribute or otherwise make available, directly or indirectly, the funds/ facilities on this account (s) to any other person or entity if such party uses or intends to use such funds/ facilities for the purpose of financing the activities of any person or entity which is subject to any Sanctions;

43.4 You are not involved in any illegal or terrorist activities currently or in the foreseeable future the subject of any sanctions investigation and shall notify the Bank if my customer/parent/shareholder/surety and /or grantor becomes the subject of a sanction's investigation.

43.5 By accepting to open an account you consent to provide us with the necessary information should we request you to

44. Dispute Resolution

44.4 The Parties shall use their good faith efforts to resolve any dispute controversy, question or claim between the parties arising out of or in connection with this Agreement or the breach, termination or invalidity thereof.

44.5 The seat of the arbitration shall be Kampala, Uganda by the International Centre for Arbitration

and Mediation (ICAMEK) in Uganda. All hearings shall take place in Kampala, Uganda and the language of arbitration shall be English.

44.6 The terms of this agreement shall not prevent or delay the Parties from seeking orders for specific performance or interim or final injunctive relief from a court of competent jurisdiction court on a without notice basis (where applicable) or otherwise.

44.7 Any order, award, or other decision or finding of a court of competent jurisdiction and/or the arbitrators or any agreement reached by way of settlement between the Parties in respect of any dispute, disagreement or question arising out of or in relation to or in consequence of this Agreement or relating to its construction or performance shall be enforceable in any jurisdiction in which either of the Parties has assets.

45. New Features

We may from time to time, in our sole discretion introduce new products, services and features to the Services or modify or delete existing features to the services or delete existing features. Which changes we will be notifying you of if we are legally required to do so. And by using the new features, you agree to be bound by them as well as additional terms that accrue to the new features.

46. Headings

Marginal notes contained in these Terms and Conditions are for information purposes only and are not conclusive as to the contents of the Clauses they relate to.

47. Amendments

Any addition or alteration of these Terms and Conditions in respect of which notice has been given to you shall be binding upon you fully as if the same were contained in these Terms and Conditions.

I We have read, understood and undertake to comply, observe and be bound by the Terms & Conditions and Tariffs in force, which may be amended from time.

