

Terms and Conditions

Personal Account Opening

In these terms and conditions the word 'Customer' shall mean any person, or persons, firm, partnership or corporate body who hold an account(s) with the Bank, the singular shall include the plural and vice versa; the word 'Bank' shall mean National Bank of Kenya Ltd or any successor or Banks thereto. These Terms and Conditions shall also include amendments made thereto from time to time and shall apply to each and every existing/new account of whatever nature. 'Account' means account to be opened in accordance with the instructions on the account opening form and any other account opened by the Customer at any time.

OPERATIONS OF ACCOUNTS

1. Authorized Signatories

The Customer will give the Bank in an acceptable form the specimen signature of every person authorized to operate the Account. Unless otherwise agreed all signatories are entitled to withdraw all or any of the Customer's property or securities held by the Bank from time to time, to open any further Account in the Customer's name, and to overdraw any of the Customer's Accounts.

2. Transactions

2.1 The Customer may only give the Bank instructions in person or in writing except otherwise advised by the Bank.

2.2 The Customer authorizes the Bank to act on original signed instructions or documents drawn or accepted in accordance with the signing instructions given in the Account opening form until such time as the Customer shall give the Bank written notice to the contrary;

2.2.1 For making payments of cheques, draft bills promissory notes, acceptances, negotiable instruments, standing orders, direct debits, mail and telegraphic transfers, purchases and sales of foreign currencies and any other transactions by debiting such Account(s) whether in credit or otherwise; and

2.2.2 To accept any other instructions regarding such account(s) including instructions for closure of Account(s).

2.3 The Bank may refuse to act on instructions if;

2.3.1 The instruction is not clear.

2.3.2 The Bank has reason to believe that the Customer did not give the instruction or

2.3.3 The Bank believes that a law, regulation, code or other duty which applies to the Bank may be broken by carrying out the instruction or

2.3.4 If a competent court of law order so.

2.4 The Customer may make any deposit or withdrawals in respect of any of their Account(s) at any of the Bank's branches subject to the production of evidence of identity satisfactory to the Bank and, to payment of any customer charges that may be levied by the Bank from time to time; the Bank reserves the right to restrict the withdrawal amounts from remote branches,

2.5 If the Customer makes a payment from an Account without giving any necessary notice applicable to such Account, the Bank may make a charge on the Account. Such charges will be set out in the Banks tariffs or other publications issued from time to time.

2.6 The Bank is entitled to credit any funds received by the Bank on the Customer's behalf to the relevant Accounts unless the Bank receives written instructions from the Customer to the contrary.

2.7 Where the Bank receives several orders at approximately the same time the total amount of which exceeds the available assets of or the credit granted to the Customer, the Bank may honour the orders in whatever manner it thinks fit within the limit of the funds available.

2.8 Instructions on credits received after the closing time or on a next working day will be processed on the next working day.

2.9 The Bank may permit, and apply limits to the telephone and electronic instructions issued by the customer from time to time. The Bank may vary these limits at any time with immediate effect. The Bank will not honour any transaction that exceeds any of the said limits.

2.10 The Customer may only cancel instructions if they have not been acted on. This will not apply where the Bank is irrevocably bound to process the transaction in question. The Bank is entitled to levy a charge for canceling instructions.

2.11 Where no overdraft has been agreed upon or the limit of overdraft has been reached, the Bank may refuse to carry out any instructions which would result in there being an overdraft or cause the overdraft to be greater than that agreed, as the case may be.

2.12 The Bank is entitled to demand the immediate repayment with interest and commission and other bank charges, costs and expenses including any legal costs incurred in the connection with any Account that is overdrawn and or any garnishee orders or any expenses whatsoever at such rates as may be determined by the Bank from time to time in its absolute discretion.

2.13 All amounts credited to an account while any overdraft or other banking facility is current shall first be applied by the Bank to reduce any interest (including compound interest) payable until the interest is paid in full. Then and only then shall any such amounts so credited be applied to reduce the earliest amount outstanding of any such overdraft or any other banking facilities.

2.14 The Bank acts only as the Customer's collecting agent and assumes no responsibility for the realization of any items deposited with the Bank for collection.

2.15 Any money credited to the Customer in error will be recovered from the Customer and must be repaid immediately upon demand.

2.16 The Bank reserves the right to debit any Account that may have been credited with an item subsequently unpaid on collection.

2.17 The Bank reserves the right to close any Account, which upon investigation was found to be opened with fraudulent documentation or with intent to carry out fraudulent activities.

2.18 The deposits and the payments are governed by the laws in effect from time to time in Kenya and may be paid at any of the Bank's branches Country-wide.

3. Unpaid Cheques

The Bank has a right to close an Account without notice where three or more cheques have been dishonored for lack of funds and may share such information with a competent organization approved by the Central Bank of Kenya.

4. Use of Personal Identification Codes, Cards, Security Procedures or Codes

4.1 The Customer will exercise due care and all attention to ensure the safety and secrecy of any Personal Identification Number(s) (PIN) codes or security procedures. If the Customer makes a written record of any PIN Code or security procedure, the Customer must make reasonable effort to disguise it and must not keep it with the card for which it is to be used.

4.2 If the PIN or code is disclosed to any unauthorized person or if the Customer's Card is stolen, the Customer must immediately notify the Bank of such loss, theft or disclosure. Any oral notification must be confirmed in writing immediately. The customer will be liable in respect of any transaction instruction given and acted on by the Bank prior to receipt by the Bank of notification of such loss, theft or disclosure.

5. Use of Automated Teller Machines and Cards

5.1 The Bank will issue the Customer with a card (s) if the Customer is Eligible for the service subject to payment of such tariff as the Bank may impose from time to time.

5.2 The card must be signed for by the Customer immediately on receipt and may only be used by the Customer subject to the terms and agreements governing the card.

5.3 The Bank may decide at its discretion to withdraw the right to use the card, refuse to renew, replace or reissue the card or refuse any request or authorization.

5.4 The Customer and any joint card holders' will jointly and individually be liable for all card transactions debited to the Customer's account.

5.5 The Bank will not be liable, responsible or accountable to the Customer in any way whatsoever for any loss, injury or damage arising from the use of any of the Bank's ATM card where it can be demonstrated that such loss arises from any fraudulent activity.

5.6 The Bank shall be entitled to charge the Customer for the replacement of any Card whether upon loss, destruction, expiry or otherwise.

6. Drawing Cash

6.1 The Bank will pay cash to the Customer where the cheque is signed in the presence of the Teller by an authorized signatory or authorized signatories. 6.2 Where cash cheques are presented by employees or other known agents of the Customer, the employees or agent will be identified beforehand in a manner acceptable to the Bank.

6.3 Where the Customer requests that the payment be made under paragraph (6.2) the Customer shall indemnify the Bank in respect of all payments made to the presenter of the cheque whether or not the money was received by the Customer and whether or not the order for payment was in fact the order of the Customer.

7. Cheque Books

The Bank may in its absolute discretion, issue the Customer with a cheque book upon application. If a cheque book is issued, it is subject to the following conditions:

7.1 The Customer agrees to look after, use and keep any cheque book and cheque leaf or form securely.

7.2 The Customer further agrees to ensure:

7.2.1 That any person preparing the cheque is authorized to do so;

7.2.2 That any cheque is prepared and signed in ink or other indelible writing materials;

7.2.3 That the amount of any cheque is written as near as possible to the left of the space provided therefore to prevent any unauthorized addition of letters and figures;

7.2.4 That the date of the cheque is not after the date on which the cheque is signed;

7.2.5 That any cheque and any alteration is signed by an authorized signatory;

7.2.6 That no uncompleted cheque is given to any stranger or other person; 7.2.7 That all uncompleted cheque leaves are kept in safe custody at all times;

7.2.8 That the Bank is informed immediately upon discovery by the Customer that any cheque book or any cheque leaf or form has been stolen, lost or mislaid.

7.3 The Bank may refuse payment of any cheque not drawn on the Bank's cheque form in the manner specified by the Bank in these Terms and Conditions liable in any way to the Customer for having honoured any cheque where the signature or content of which has been forged if;

7.3.1 The Customer has facilitated such forgery either by failure to comply with any condition in Clause 7.1 and 7.2 here of or by negligence in any other way; or

7.3.2 There has been previous forgery of any cheque belonging to the Customer and the Customer has failed to object to the first Statement of Accounts which debited such cheque as provided hereof;

7.4 The Bank shall not be liable in any way to the Customer for having honoured even negligently any cheque that is post-dated.

7.5 On 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 Customer hereby indemnifies the Bank against any loss, damages, costs (including legal costs) or demands incurred by it as a result of or in connection with a stop notice on which the Bank has acted.

7.6 The Bank may make a charge for stopping a cheque.

8. Deposit of Cheques

8.1 Proceeds of cheques or other instruments deposited are not available for withdrawal until collected by the Bank.

8.2 Where any cheque or order is unpaid for any reason whatsoever (including but not including physical loss), the Bank may debit the Customer 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 thereby is over drawn.

9. Payment of Interest on an Account

The rate of interest payable on any Account may be provided by the Bank at its various branches in Kenya and further, the Customer accepts that this may be subject to change without notice with notice within a reasonable time to the Customer and Interest on any Account will accrue, from day to day, or as otherwise determined by the Bank in its absolute discretion and will be credited by the Bank to the relevant Account(s) at such a time as determined by the Bank.

The Bank will deduct tax on interest before payment is made to the Customer unless the Bank can pay interest without deducting taxes under current legislation.

10. Fixed Deposit Accounts

10.1 Interest earned on any Fixed Deposit, will be paid into your Current/Savings Account with the bank once the fixed deposit matures for ordinary fixed deposit or on a _____ basis for a high yield fixed deposit. For a high yield fixed deposit you have been informed that interest is payable into your account on the last day of the calendar month/quarter/year depending on the option chosen or on maturity.

10.2 You understand that terminating or cancelling of the Fixed Deposit/ High Yield fixed deposit account before maturity is not advisable. If you do break the deposit before maturity the bank will not pay any interest on the deposit (even for the number of days that the deposit has been held). Where interest has been paid periodically for high yield fixed deposit the paid out interest will be deducted from the principal amount.

11. Joint Accounts

11.1 Each individual constituting the Customer hereby authorizes and empowers the other to endorse for deposit and to deposit with the Bank any and all cheques, notes or other instruments for the payment of money, payable and purporting to belong to either or both of them and should any such instruments be received by the Bank without having been so endorsed then the Bank is hereby authorized to endorse any such on behalf of the Customer and to credit the same to the Account.

11.2 In the event of death of individuals constituting the Customer, the surviving individual(s) shall be entitled to dispose of any credit balance, security or property available to the Account and remaining unencumbered, freely without limitation.

11.3 Any overdraft or other obligations incurred on the Account or otherwise shall be the joint and several liability of each and every individual constituting the Customer.

12. Minor Accounts

In respect of Account(s) opened in the name of minors (whether or not jointly with an individual who is not a minor), the Bank shall be entitled to act on the instructions received from the guardian named on the account opening form, irrespective of whether the minor account holder ceases to be a minor, until the Bank receives written notice to cease to act on the guardian's instructions.

13. Accounts in Foreign Currency

These deposits and their payments are governed by the Laws in effect from time to time in Kenya and are payable across any of the bank's branches.

Subject to all laws and government regulations applicable:

13.1 The Bank will credit the counter-value of the Customer's holdings in foreign currencies to Accounts with its correspondents in various countries of origin.

13.2 Such Accounts are in the Bank's name but are at the Customer's risk, and the Customer accepts responsibility for consequences including but not limited to consequences of legal, fiscal or other measures affecting the Accounts.

13.3 Except in the case of an assignment by the Customer to the Bank, the Customer may dispose of such funds only by means of requests for cheques or transfers in the original currencies at the Bank's option.

Notice periods for all withdrawals may vary according to the currency.

13.4 The Bank shall have no responsibility to the Customer for:

13.4.1 Any diminution due to taxes or imposts or depreciation in the value of funds credited to the Account, which funds in the Bank's sole discretion may be deposited by the Bank in the Bank's name and subject to the Bank's control with such depository(ies) as the Bank may select, or

13.4.2 The unavailability of such funds if, as a result of any threatened requisition, involuntary, distraint of any character, exercise of military or usurped powers or other cause(s) beyond the Bank's control, the Bank should decide, in the Bank's sole discretion, acting in good faith, to close or suspend or terminate operations in Kenya.

13.5 The Bank will convert foreign currency at the exchange rate available on the first working day subject to the Bank's standard charges which will be deducted from the Customer's Account. The timing of the debits and credits to the Customer's Accounts will depend on the currencies involved.

13.6 The Bank will accept foreign cheques and other items on terms available upon request, cheques payable abroad which may be received for payment into the Customer's account may be negotiated or collected at the Customer's expense. If cheques are returned unpaid for any reason, the Bank will debit the Customer's account even if the return takes place after the Bank has advised the Customer of payment of the cheque. Negotiation and collection of cheques shall be subject to the current International Chamber of Commerce Uniform Rules for Collections.

14. Payment by Third Parties

The Bank may credit the Customer with amounts paid in by third parties.

15. Borrowing from the Bank

15.1 The account holder may borrow money from the Bank, by way of overdraft or otherwise, upon such terms as may be agreed with the Bank. The Bank will be entitled to debit all such Accounts interest, commission and other banking charges (including legal charges) incurred in connection with any borrowings. Nothing herein constitutes approval of overdraft facility. Any such facilities must be applied separately in accordance with the Bank's procedures and be expressly approved by the Bank in each case. It is accepted that the provision of any overdraft facility or other accommodation may be granted or refused at the sole discretion of the Bank. Their continuance or withdrawal at any time is also at the Bank's sole discretion

15.2 The Bank may make credit reference agency searches and other inquiries when the customer asks for any borrowing products or if the customer requests an increase in overdraft or to increase borrowing from the Bank. The Customer hereby authorizes the Bank to share information with the Credit Reference Bureau provided that such information will be used to credit reference only.

16. Responsibility for Borrowing

16.1 Individuals and sole traders are personally liable for any money owed to the Bank
16.2 Joint Account holders and partnerships are jointly and severally liable for money owed to the Bank even if one of the Account holders has subsequently ceased to be a partner unless there is an agreement between the Bank and the Customer in writing on the same.
16.3 Individuals authorized to give instructions on Account of Clubs, Charities, Churches and Societies are individually and jointly liable for money owed to the Bank, unless otherwise agreed with the Bank.

17. Bank Charges, Interest, Commission, Legal Charges and other Expenses

The Bank is entitled to be paid by or receive from the Customer and may debit any of the Customer's accounts for:

17.1 Unless otherwise agreed in writing, interest on loan accounts or any other facility granted by the Bank, at any rate not exceeding that prescribed by law, which rate may be different for different accounts. Interest is calculated as prescribed by the Governing Law. The Bank need notify the Customer of the change in the rate of interest applicable by issuing him with a thirty (30) days notice before varying the interest rate.

17.2 Advocate and Client charges incurred by the Bank on behalf of the Customer or incurred in obtaining legal advice in connection with the Customer's dealings with the Bank or incurred by the Bank in the course of the recovery (including but not limited to all debt collections, legal, auction, arbitrary and such other proceedings) of all or any of the Customer's indebtedness to the Bank.

17.3 Commission at such rate or rates and such time or times as the Bank may decide, with the authority and power to charge different rates for different accounts and which rate(s) is subject to change with a 30day notice

17.4 In addition to the foregoing, all other proper expenses and charges of the Bank which include but are not limited to ledger fees, statement printing, disbursements for cheque books, postage, cables and telexes, telephone calls, faxes, Courier mail charges, taxes and duties, impositions and expenses incurred in complying with the Customer's requests.

18. Interest

18.1 If the Bank shall authorize the Customer to borrow from the Bank, by overdraft or otherwise, to such extent and for such period, as the Bank shall in its absolute discretion determine, the Bank will charge interest. The rate or rates will be determined by the Bank at all times at its sole discretion or as may be specifically agreed between the Bank and the Customer subject to such maximum/minimum rates as may be prescribed by law Interest on such overdrown Account Shall be added every month to the principal amount overdrown and shall become an integral part of the indebtedness of the Customer to the Bank. The Customer irrevocably and unconditionally agrees to pay any and all such interest to the Bank's as and when and in whatever way the Bank determines as its sole discretion. 'Provided that the Bank will serve the customer with a thirty (30) day notice before varying the applicable interest rate.' The Customer hereby irrevocably and unconditionally waives any rights to demand or claim repayment of any interest (compound or simple decided by the Bank) paid to the Bank or any overdraft or any other banking facilities arising in connection with its Accounts.

18.2 The customer will be informed of the total cost of credit at the point of loan application.

19. Payment of Bank Charges and Interest Expense

19.1 The Bank is entitled without notice to the Customer to levy or impose all customary account banking levies and other charges and expenses in respect of any other banking facilities provided to the Customer by the Bank, and to debit the relevant Accounts in accordance with the Bank's normal banking procedures. Such charges are not refundable upon termination of any or all of the Customer's Account(s) or on termination of any Service facilities.

19.2 Bank charges include but are not limited to service fees, commissions, taxes and stamp duties paid on the Customer's behalf, or charges including disbursements for cheque books, postage, cables, telephone calls impositions and expenses incurred as a consequence of any dealings between the Bank and the Customer.

20. 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, consignment documents, receipts, warrants and insurance policies.

21. Dishonored Bills

The Bank is not liable for any loss or damage suffered by any party if any dishonored bill is not noted or protested or both. The Bank will nevertheless endeavor to cause dishonored bills to be noted or protested or both, provided that it receives instructions to do so in reasonable time.

22. Errors of Transmissions and Inadequate Execution of Orders

All payment orders, exchange operations and sales or purchases of stocks, bonds or shores 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 agents or correspondents nor any employees shall be liable for any mutilation, interruption, error or transmission, omission or delay occurring in any transaction medium (including without limitation, cables, airlines, courier services and telex and facsimile systems) however occurring.

23. Statements

The contents of any Statements of Account or Statement of any other nature which has been issued by the Bank to the Customer, and to which the Customer has not objected within thirty days of receipt thereafter, shall be deemed approved by the Customer, and shall not therefore be challenged by the Customer on any ground whatsoever, whether lack of mandate, forged or inadequate signature or endorsement of cheques, forged alteration thereof or otherwise.

24. Complaints

The Bank is not responsible for any matter unless the Customer has made written complaint to the Bank as soon as reasonably possible and in any event within one month after receipt of the statement setting out the transaction complained of.

25. Communications

25.1 All notices, statements, letters and other communications from the Bank may be sent to the last address given by the Customer, and the date on the Bank's copy of any such communication is taken to be the date or such dispatch in the absence of proof of the contrary.

25.2 Any written communication from the Bank to the Customer including but not limited to any notice given pursuant to these Terms and Conditions shall be deemed to have been received by the Customer, if delivered at the date and time of delivery, and if sent by post the day of postage shall be sufficient proof that the letter containing the communication was properly stamped addressed and delivered to the Post Office.

25.3 The Customer has no claim on the Bank for damages resulting from losses, delays, misunderstandings, mutilations, duplications or any other irregularities due to transmission of any Communication whether to or from the Customer, the Bank or any third party, by delivery, post, fax, telegraph, telephone, telex email or any other means of communication.

25.4 The Customer authorizes the Bank to respond, if it shall choose, to any and all inquiries received from any other Bankers concerning the above Account(s) without reference to the Customer. For the avoidance of any doubt any such response may include a bank referral

25.5 The Bank may give information about the Customer and how the customer manages accounts to the following:

25.5.1 CREDIT REFERENCE AGENCIES duly authorized by the relevant regulators to carry on business as such in Kenya, who may use and give out information for credit assessments or to prevent or detect fraud, money laundering and terrorism.

25.5.2 People who provide a service to the Bank or are acting as the Bank's agents, on the understanding that these individuals will keep this information confidential.

25.5.3 Anyone that the Bank transfers or may transfer rights to or duties under this agreement.

25.5.4 Any person designated to be given such information pursuant to a valid order.

25.5.5 Other members of its group.

26. Right of Lien

26.1 The Bank has the Right of Lien on all properties of whatever nature (whether stocks, shares, bills, precious metals or otherwise) deposited with or held by the Bank in the name of the Customer and may hold the same as security for the payment of the indebtedness due from the Customer to the Bank (whether by way of principal, interest, Commission charges or otherwise whatsoever and whether such indebtedness shall be a fluctuating balance or otherwise) without prejudice to and the same shall not be affected by any other security held by the Bank for such indebtedness.

26.2 Where the Customer is indebted in circumstances giving the Bank a right to set-off all securities as set out in paragraph (a) hereof are held as security for the debt.

26.3 The Bank may at any time give the Customer notice in writing that if an accrued debt is not paid within a stated period being not less than 14 days after the receipt by the Customer of the notice then the Bank may without further notice realize sufficient of the Customer's assets to discharge the debt.

26.4 If the debt is not discharged within the time allowed, the Bank may realize sufficient of the Customer's assets to discharge the debt, and the Customer constitutes the Bank his attorney for the purpose of conducting sale, giving title to the assets sold and all other necessary matters. Any sum remaining after such a transaction will be held for the customer subject to these Terms and Conditions.

26.5 The Bank is under no obligation in respect of any sale under sub-clause (26.4) other than for mala fides.

26.6 Funds in foreign currencies which are subject to the Bank's lien may be set off against debts or realized at the rate of exchange current at the date of set-off or realization. The Bank accepts no liability for any loss caused by exchange fluctuations.

26.7 Deposits including those held in foreign currencies and for a given period of time may be set off against debts notwithstanding the time period of the deposit has not expired.

27. Variation and Termination of Business Relations

27.1 The Bank may at any time, upon notice to the Customer, terminate or vary its business relationship with the Customer without assigning any reasons to it in particular but without prejudice to the generality of the foregoing the Bank may cancel service(s) which it has granted and require repayment of outstanding debt resulting there from within such time as the Bank may determine.

27.2 The Bank reserves the right to terminate its business relationship with the Customer if the referees presented turn out to be unsatisfactory.

27.3 The Bank may give the Customer a new Account number and /or transfer the Customer's Account to any other branch if the bank closes or combines branches. Any benefit or services that the Bank provides in relation to particular Accounts will end as soon as the Customer's Account is closed.

27.4 The Customer may close the Account(s) by giving prior written notice to the Bank. The Bank however may not erase the Customer's Account unless the Customer has returned any plastic cards, any unused cheques and any other computer banking software that the bank has provided. The Customer must repay any money owed to the Bank, including amounts of any cheques, card transactions or any other payment instructions made by the Customer that has not been debited to the Customer's Account.

27.5 The Bank may at any time freeze any Account of the Customer:

27.5.1 at its own instance, if and so long as there is any dispute or the Bank has doubt for any reason (whether or not well-founded) as to the person (s) entitled to operate the same, without any obligation to institute interparties

28. Waiver

No forbearance, neglect or waiver by the Bank in the enforcement of any of these terms shall prejudice the Bank's right thereafter to strictly enforce the same. No waiver by the Bank shall be effective unless it is in writing and signed by a duly authorized officer of the Bank.

29. The Bank's Liability to the Customer

29.1 Subject to all other provisions of these Terms and Conditions, the Bank will be liable to the Customer for any loss, injury, or damage resulting from any willful or negligent failure, delay or error in carrying out the Customer's clear and unequivocal instructions but the Bank's liability will be lower of: 29.1.1 The amount of such loss, injury or damage: and

29.1.2 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.

29.2 The Bank shall not be liable to the Customer for not acting on the Customer's instructions for any reason under condition 2 or if the Bank shall not carry out its responsibility under these control. These include machine failure and industrial disputes.

29.3 That the Bank shall not be liable in any circumstances for any losses which are not direct or which it could not have reasonably foreseen. The Bank shall not be liable for any consequential loss or loss of profits or reputation.

29.4 If the Bank suffers losses, costs, or other expenses as result of any breach of this agreement by any Account holder, then the Account holder shall be liable for these.

30. Modification of Terms and Conditions

The Bank reserves the right to modify these Terms and Conditions at any time. The Customer will be notified of any such changes by circular letter and other appropriate means including notices displayed at

31. Right of Set-off

All operations between the Bank and the Customer of whatsoever nature shall be considered and treated for all purposes as a single integral and indivisible account the Bank (shall without prejudice to the generality of the foregoing) have the right (but not the obligation) to close and set off any Account in the name of the Customer against any other such Account of in that of any establishment of which the Customer is sole proprietor or vice versa.

32. Indemnity

32.1 The Customer hereby agrees to indemnify fully the Bank against all costs and expenses (including legal fees) incurred by the Bank in enforcing these Terms and Conditions and the recovery of any amounts due to the Bank or incurred by the Bank in any legal proceeding of whatever nature, proceedings or to take any steps of its own initiative for the determination of such dispute or doubt; or

32.2 at any instance court or administrative order, or otherwise in circumstances where the Bank is bound to, close, freeze or suspend dealings on any of the above without prior written notice to the customer or, without being liable for any breach of any duty to the Customer.

32.3 In relation to any dealings in respect to any of the Customer's Account(s), the Bank shall not be liable for any loss resulting from transactions carried out following the Customer's death, incapacity or bankruptcy (or any other analogous event or proceeding unless and until the Bank has received written notice of any such event together with such documentary evidence as the Bank may require.

Further, the Bank shall not be liable to the customer for any loss, damage or delay attributable in whole or part to the action of any governance agency or any other event outside the Bank's control including, without limitation, strikes, industrial action, equipment failure, interruption of powers supply. The Bank will not be liable to act on any instructions given until duly confirmed letters of administration are availed. In case of mental incapacity a court order appointing a guardian ad litem must be availed for authority to operate the account.

MOBILE BANKING SERVICE

1.0. Acceptance

By signing the application form, you formally agree to be registered to mobile banking services the terms of this agreement and your acceptance and use of the Mobile Banking Service will be governed by it.

2.0. Wording

2.1 In this agreement the word Account shall mean any Account (Current Account, Savings Account, and Fixed Deposit Account) opened with the Bank including any additional accounts

2.2 Account Holder means each and every holder of an Account, acting individually or together, whether one or more individuals or any sub-users appointed by them, who opened the Account and, where the Account is a joint, corporate or other business Account, Account holder or holders as the case may be

2.3 Bank means The National Bank of Kenya Limited

2.4 Cut Off time for Nairobi and Mombasa Branches means 3.00 pm from Monday to Friday and 11.00 am every first and last Saturday of the month and for Up country Branches means 3.00 pm from Monday to Friday and 11.00 am on all Saturdays

2.5 Banking Hours means 24 hours 7 days a week

2.6 Business Day means a day in which the Bank is open to transact the businesses envisaged in these Terms and Conditions

2.7 Kshs means Kenya Shilling, the lawful currency of Kenya

2.8 Non Business day means all weekends (except first and last Saturday of the month of which cut off point is 11.00am) and all Public Holidays

2.9 PIN means Personal Identification Number

2.10 User means a Subscriber to the Bank's Mobile Banking Service

2.11 Schedule of Fees and Charges means the Fees and Charges levied by the Bank which shall be subject to change from time to time

2.12 SMS Banking means a product of the Bank, which provides the Subscriber with the facility to receive details of his/her Account Information through short messages on a GSM phone

2.13 Subscriber means the Account Holder to whom any of the Mobile Banking Services are provided.

Where the service mandate is requested by more than one authorized individual to an Account, they shall be jointly and severally bound by the Terms and Conditions mentioned hereunder

2.14 "Nominated User/s" means any representative(s) of the Customer authorized by the Customer to hold and change the M-Banking PIN and hence to access the System and Service on behalf of the Customer; the Bank's place of business.

3.0. General Provisions Applicable To the Mobile Banking Service

3.1 Where the Mobile Banking Service made available is linked to an Account in two or more names with the Bank, it is acknowledged that, irrespective of whether the mode of operation of such Account is joint or single, the Mobile Banking Service may be accessed by each user according to the privilege granted to them by the Account Holder who has subscribed to the Mobile Banking Service

3.2 The Bank will not be liable to the Account Holder if the Bank is unable to perform its obligations under this agreement due (whether direct or indirect) to: The failure of any machine, data processing system or transmission link; any period of essential maintenance, critical change, repairs, any error or discrepancy in subscribers instructions, any request that is made after the cut-off time and is hence not acted upon until the following business day any industrial dispute; anything outside the Bank's control or that of its agents or sub-contractors

3.3 The Subscriber hereby, irrevocably and unconditionally without any right of objection, accepts any and a transactions arising from the use of the Mobile Banking Service, without limitation

4.0. Subscription

4.1 No Accounts shall be activated unless all the requisite documentation including a hard copy of the application form duly signed by all the Account Holder(s) is received by the Bank

4.2 The Subscriber acknowledges that any printouts/statements or files or any other form in which any information or transactions pertaining to the Account has been copied shall not be used in any dealings with third parties in whatsoever manner and the Subscriber agrees to indemnify the Bank against all loss or damage which may occur as a result of any violation to the above

5.0 Communications

5.1 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:

5.1.1 if delivered personally, at the date and time of delivery;

5.1.2 if sent by post, on the fourth day from the date of posting;

5.1.3 if sent by airmail, on the seventh day from the date of posting;

5.1.4 if sent by telex, when the proper answerback is received;

5.1.5 if sent by SWIFT, when the acknowledged SWIFT message is received; and

5.1.6 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 notwithstanding that it be undelivered or returned undelivered.

5.2 The written communication to customer may also be transmitted through publication of notices on newspapers with nationwide circulation. 5.3 The Customer shall have no claim against 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.

6.0 Exclusion of Liability

6.1 Circumstances not Within the Bank's Control The Bank shall not be responsible or liable for any loss or damage suffered by the Customer and/or the Nominated User, whether direct, indirect or consequential, including but not limited to loss of revenue, profit, business, contracts, anticipated savings or goodwill, loss of use or value of any equipment including software, whether foreseeable or not, 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.

6.2 Indemnity

6.2.1 The Customer shall indemnify and keep the Bank harmless on a full and unqualified indemnity basis against all and any costs (including legal costs), claims, actions, proceedings, losses, damage, demands, liabilities, and expenses whatsoever suffered sustained or incurred by the Bank in connection with or arising from (i) where the particular circumstance is within the Customer's and/or Nominated User's control and against all and any costs (including legal costs), claims, actions, proceedings, losses, damage, demands, liabilities, and expenses suffered or incurred by the Bank as a consequence of any breach by the Customer and/or the Nominated User of any term or condition hereof.

6.2.2 The Customer shall indemnify and keep the Bank harmless against any demands, claims, actions, losses, damages, costs or expenses whatsoever which the Bank may at any time incur, sustain or suffer as a result of provision of the Service unless such demands, claims, actions, losses, damages, or costs arose as a direct consequence of the gross negligence or willful misconduct of the Bank or any of its employees.

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

6.2.3.1 All demands, claims, actions, losses and damages of whatever nature which may be brought against the Bank or which it may suffer sustain or incur arising from the Bank's reliance on any incorrect, illegible, incomplete or inaccurate information or data contained in the Subscription or in any Request.

6.2.3.2 Any loss or damage that may arise from the Customer's and/or the Nominated User's use, misuse, abuse or possession of any third party software, including without limitation, any operating system, browser software or any other software package or programs.

6.2.3.3 Any unauthorized access to the Bank 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 Facilities. 6.2.3.4 Any loss or damage occasioned by the failure by the Customer and/or the Nominated User 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.

6.2.3.5 If for any reason other than a reason mentioned above the Service is interfered with or unavailable, the Bank's sole liability 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.

6.2.3.6 Save as provided herein, the Bank shall not be liable to the Customer and/or the Nominated User for any interference with or unavailability of the Service, howsoever caused.

6.2.3.7 Under no circumstances shall the Bank be liable to the Customer and/or the Nominated User for any loss of profit or anticipated or for any indirect or consequential loss of whatever kind, howsoever caused, arising out of or in connection with the Service.

6.2.3.8 The Bank shall be under no liability for any claim whatsoever in respect of these Terms and Conditions or their performance thereof or any transactions effected by the Bank in response to any Request unless the Bank has received notice in writing of any such claim from the Customer as follows:

6.2.3.8.1 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

6.2.3.8.1 In all other cases within ninety (90) days of the date of the alleged action or inaction by the Bank on which such claim is based.

6.2.4 To the extent permitted by law, the Bank:

6.2.4.1 Disclaims all warranties with respect to the System and Service, either express or implied, including but not limited to any implied warranties relating to quality, fitness for any particular purpose or ability to achieve a certain result.

6.2.4.2 Makes no warranty that the System is error free or that its use shall be uninterrupted and the Customer acknowledges and agrees that the existence of such errors shall not constitute a breach of these Terms and Conditions.

7.0 Confidentiality and Disclosure

7.1 The Customer undertakes to maintain strict confidentiality of their M-Banking PIN and any other information and materials of any nature supplied to them by the Bank in relation to the Service. The Customer agrees to notify their agents, employees and/or sub-contractors of the provisions of this paragraph and to impose this confidentiality requirement on their agents, employees and/or sub-contractors by entering into separate agreements, if necessary. The Customer shall be fully liable to the Bank for any breach of the provisions of this paragraph by themselves, their employees, agents and/or sub-contractors.

7.2 The Customer hereby agrees that, if necessary for the provision of the Service, the Bank may disclose information about the Customer to any member of the Bank's Associates or the Customer's Associates.

7.3 The Customer further agrees that the Bank may disclose information about the Customer to third parties' in the following circumstances:-

7.3.1 Where such disclosure is necessary in order for the Bank to act on a Request.

7.3.2 In order to comply with any law, regulation, court order and/or contractual obligation of the Bank. If the Bank has to obey an order for information from an authorized government body, the Bank shall, to the extent required by law, notify the Customer before giving out the information.

7.3.3 Disclosure to the Bank's agents, sub-contractors, auditors, attorneys and other professional service providers to the extent required in the normal course of their duties.

7.3.4 Disclosure to a licensed CREDIT REFERENCE AGENCY the services of whom the Bank may have subscribed to.

7.3.5 If it involves a claim by or against the Bank in respect of an item deposited or drawn against the Bank Account.

7.3.6 If the Customer authorizes the disclosure.

8.0 Intellectual Property Rights

8.1 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.

8.2 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.

9.0 Variation

The Bank may vary these Terms and Conditions either in whole or in part at any time. Notification of any such variation may be given to the Customer either in writing or by publication thereof by such means as the Bank may decide but any variation whether notified or not shall be binding on the Customer and/or the Nominated User.

10.0 Termination

10.1 Notwithstanding anything contained in these Terms and Conditions, the Service may be terminated at any time by either the Bank or the Customer 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 Service at any time without notice to the Customer.

10.2 The termination of the Service shall not, in itself, terminate or affect the relationship of Banker and Customer between the Bank and the Customer

11.0. Timings

The Subscriber understands that the date and the time on print-outs of transaction or confirmation advices bear the date and time of the Bank's main computer and that any transaction carried out before the cut-off time in Bank's record will be completed the same day and those after the cut-off time or on a non-Business Day, will be completed as next Business Day value transactions

12.0. Instructions

12.1 The Mobile Banking Service is provided entirely at the risk of the Subscriber who shall indemnify the Bank for all loss or damage, howsoever caused, resulting from the use of the Mobile Banking Service

12.2 The Bank shall not be responsible for any erroneous funds transfer arising out of wrong input of the account number, amount or institution by the Subscriber in the application. The Subscriber further confirms and agrees to waive any right which the Subscriber may otherwise have for holding the Bank responsible for any mistake or omission caused by the service and any delay by the Bank due to reasons beyond its control in onward transmission of the funds to the beneficiaries account.

12.3 The Subscriber also understands that in the event of part payment of the bill for utility company(ies), the utility company(ies) may use its/their power to discontinue the utility service(s) in which event the Bank and/or the utility company(ies) will not be responsible therefore in any way

12.4 The Bank will use its best endeavors to process any transactions received by the Bank via this service for utility payments before the cut-off time on the next business day

12.5 Any transaction conducted through this Mobile Banking Service will be recorded in the Subscriber's statements

13.0. Security

The Account Holder must keep his personal identification number secret, never disclosing it to anyone and take all reasonable care to prevent its unauthorized and fraudulent use (b) The Account Holder must tell the Bank immediately of any unauthorized access to the Mobile Banking Service or any unauthorized transaction or instruction which they know of or suspect

14.0. Service Fee and Charges

14.1 The Bank may debit the Account Holder's Account with any charges, fees or expenses payable for services rendered by the Bank

14.2 The Bank shall always be entitled to levy or impose all customary banking and other charges and expenses in respect of any of the other Accounts and these may be debited by the Bank to the relevant Account in accordance with the Bank's normal banking procedures

14.3 The Subscriber authorizes the Bank to debit the Subscriber's Account with the applicable fees and charges in accordance to the Schedule of Fees and Charges for the Mobile Banking Service.

15.0. Governing Law and Jurisdiction

These terms and conditions shall be governed, construed and interpreted in accordance with the laws applicable in Kenya.

16.0. Acceptance of Terms and Conditions

16.1 Once the Account Holder has signed/ submitted the mobile banking application form the Account Holder is deemed to have accepted these terms and conditions. The Bank may at any time vary the terms and conditions.

16.2 The Bank, at its discretion and without prior notice, may withdraw the right to use its Mobile Banking Services.

DEBIT CARD

1.0. Acceptance

1.1 Before you sign the form , please read this agreement very carefully. If in doubt contact the nearest National Bank of Kenya Ltd. Branch,

1.2 By signing the application form, you normally agree to the terms and conditions of this agreement.

1.3 The issuance of the card and your acceptance and use of it will be governed by the conditions and terms in force at the time of use.

1.4 This agreement binds all the Bank's cardholders.

2.0. Wording

The words and definitions in this brochure and application form shall be understood and meant to be:

2.1 "This Agreement" means the agreement between the Bank and the cardholder, the terms of which are these conditions of use as varied from time to time,

2.2 "The Bank" means National Bank of Kenya Ltd.

2.3 "Cardholder(s)" "is the account(s) holder with National Bank of Kenya Ltd. who has been issued with the Visa Electron card,

2.4 "Transaction instruction" means an instruction given by use of the card. 2.5 "Terminal" means any Automated Teller Machine (ATM) or point of sale terminal through which transaction instructions may be given,

2.6 "Visa Electron Card" means the card issued for drawing, cash and obtaining other services through the terminals or points of sale.

2.7 "PIN" means Personal Identification Numbers required to gain access via an ATM terminal to give a transaction instruction.

3.0. Use of the Card

3.1 The NBK Visa Electron card must be signed by the cardholder immediately upon receipt and it is not transferable and may not be used by anyone else other than the cardholder

3.2 The card may only be used subject to the terms of this agreement and only during the validity period indicated on the card. A new card will be issued on expiry at a fee.

3.3 NBK Visa Electron card may be used locally and worldwide to withdraw cash from the Automatic teller Machine operated by members of Visa (identified by the logo of VISA) and to purchase goods and services from merchants equipped with point of sale terminals identified by the logo "VISA ELECTRON". All such withdrawals and purchases shall be debited from the customer's Bank Account at such rate of exchange as may be prescribed by the bank at the relevant time,

3.4 The Electron card is neither a credit card, nor a Cheque guarantee card and the cardholder(s) shall not represent the card as such

4.0. Safeguarding the Card & the PIN

4.1 The cardholder(s) must exercise all due care and attention to ensure the safety of the card and the secrecy of the Personal Identification Numbers (PIN) at all times and to prevent the loss of and/ or use of his/ her card or PIN by any third party,

4.2 A cardholder will be fully responsible for ensuring that the PIN is not disclosed to anyone under any circumstances and he/she is encouraged to change it frequently. The PIN should be kept secret at all times and should be memorized and destroyed immediately,

4.3 Magnetic field at the back of the card should not be scratched or put with items that can damage it.

5.0. Lost Cards

5.1 If a card is lost or stolen, or if a PIN is disclosed to any unauthorized person, the cardholder(s) must immediately notify the Bank of such loss, theft or disclosure. Any verbal 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.

5.2 The electron card, may for various reasons, be captured (retained) by the ATM terminal. The cardholder should visit the Bank/ Branch where his/ her card was captured on the next working say and present the ATM Service slip given by the ATM during the capture with his National ID in order for him/ her to get back their card.

6.0. Cancellation of Cards

6.1 The cardholder may at any time cancel his/ her card by returning it to

1.1 Before you sign the application form, please read this agreement very the Bank after cutting it into half,

6.2 Notwithstanding anything contained in these Terms and Conditions, the Bank may at any time cancel and suspend the right to use any card entirely or in respect of specific facilities or refuse without in any case affecting the principal cardholder's obligations under this agreement, which shall continue to be in force upon giving the Customer 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 Service at any time without notice to the Customer.

6.3 The card remains the property of the Bank at all times. On request, the card must be returned immediately to the Bank or any other person acting for the Bank. The Bank shall notify the cardholder(s) the particulars of any such other persons.

7.0. Additional Cards

7.1 A Cardholder wishing to have an additional card on his/ her Account must sign mandates authorizing the use of the account by the additional cardholder. The additional cardholder must also sign the same mandates.

8.0. Renewal and Replacements of Cards

8.1 Cards will be renewed automatically 15 days before the date of expiry and the renewal fee debited to your account

8.2 If a cardholder does not wish to review his/ her card, he/she should notify the bank in writing 1 month before the date of expiry.

8.3 If a cardholder loses or damages his/ her card, the bank may at its discretion issue a replacement card (s) and charge a fee at the rates applicable at the time of replacement.

9.0. Queries

9.1 All queries should be communicated to your branch during working hours.

9.2 Any changes on the cardholders mailing address must be communicated to the bank immediately.

10.0. Disclaimer

The Bank is not responsible for goods or services charged to the card. The bank accepts no responsibility for the failure of a merchant to accept the card or for any loss or damages arising from the manner of its acceptance. Any dispute should be settled with the merchant concerned.

11.0. Fees

11.1 The Bank shall be entitled to charge and debit from the cardholder(s) account such fees as it may, from time to time, notify the Cardholder(s) including but without limitation a service fee of an amount to be prescribed by the Bank for use of the card,

11.2 In the event that the fee charges result in the account being in a debit balance, the account holder(s) remains fully responsible for the said fees including any Recovery charges.

12.0. Bank Account

12.1 The cardholder may not overdraw his/ her account by giving a transaction instruction. And if it so happens that the account becomes overdrawn through actions of the cardholder, then the Bank is entitled to claim not only the amount owed but the interest and recovery charges as well,

12.2 Any account that is non- operational for a period of three months or more will automatically be converted to a dormant account and may be denied transaction instructions. The cardholder should therefore contact his/ her branch for assistance,

12.3 Cash or cheques deposited in the Automated Teller Machine (ATM) for credit to a customer's current account shall be subject to verification by the Bank in the event of any discrepancies, the Bank's own determination of the amount(s) credited shall in the absence of manifest error to be conclusive.

13.0 Circumstances beyond the Control of the Bank

13.1 The Bank shall bear no liability for inability to perform its obligations with regard to the ATM operations due to anything whatsoever outside the control of the Bank.

13.2 The Bank shall not be liable if it is unable to perform its obligations due (directly or indirectly) to but not limited to the failure of any machine, data processing system or transmissions link or to industrial dispute, strikes, lock outs, acts of any public enemy, wars, blockades, insurrections, riots, epidemics, land slides, lighting, earthquakes, fires, storms, flood, civil disturbances, terrorisms, governmental regulations and directions and anything outside the direct control of the Bank, its agents or sub contractors.

14.0 Communications

14.1 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:

14.1.1 if delivered personally, at the date and time of delivery;

14.1.2 if sent by post, on the fourth day from the date of posting;

14.1.3 if sent by airmail, on the seventh day from the date of posting;

14.1.4 if sent by telex, when the proper answerback is received;

14.1.5 if sent by SWIFT, when the acknowledged SWIFT message is received; and

14.1.6 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 notwithstanding that it be undelivered or returned undelivered.

14.2 The written communication to customer may also be transmitted through publication of notices on newspapers with nationwide circulation. The Customer shall have no claim against 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.

14.3 Cash or cheques deposited in the Automated Teller Machine (ATM) for credit to a customer's current account will be collected by the Bank and the proceeds will not be, available until the relevant funds have been received for value by the Bank,

14.4 The Bank shall have no liability for inability to perform its obligations under the cardholder Agreement due to anything whatsoever outside the control of the Bank, its agent or contractors.

15.0. Liability of Cardholder

The cardholder(s) shall be fully liable in respect of each transaction instruction given by the use if his/ her card. Confidential displayed on a terminal must not be disclosed to a third party. The Bank shall not be liable for any disclosure arising out of a transaction instruction or to loss, injury or damage arising out of the use of the ATM terminal.

16.0. Amendments of Conditions

16.1 These Terms and Conditions may be amended, modified and/or replaced in whole or in part at any time by the Bank in its sole and absolute discretion. The Bank may notify the Card Holder of any such amendments, modifications and/or replacements within a reasonable time.

16.2 Upon any such amendment, modification and/or replacement of these Terms and Conditions by the Bank any subsequent use of the Card shall be deemed to constitute acceptance of such amendments, modifications and/or replacements.

16.3 If the cardholder does not accept such changes, he/ she may terminate this agreement by cutting his/ her card in half and returning it back to the Bank. The cardholder remains liable for charges made up to date of termination.

17.0. Law

These Terms and Conditions shall be constructed and the provisions of the National Bank's card facilities shall be regulated in accordance with the laws of Kenya for the time being on force.

18. Indemnity

18.1 The Customer hereby agrees to indemnify fully the Bank against all costs and expenses (including legal fees) incurred by the Bank in enforcing these Terms and Conditions and the recovery of any amounts due to the Bank or incurred by the Bank in any legal proceeding of whatever nature, proceedings or to take any steps of its own initiative for the determination of such dispute or doubt; or

18.2 at any instance court or administrative order, or otherwise in circumstances where the Bank is bound to, close, freeze or suspend dealings on any of the above without prior written notice to the customer or, without being liable for any breach of any duty to the Customer.

18.3 In relation to any dealings in respect to any of the Customer's Account(s), the Bank shall not be liable for any loss resulting from transactions carried out following the Customer's death, incapacity or bankruptcy or any other analogous event or proceeding unless and until the Bank has received written notice of any such event together with such documentary evidence as the Bank may require.

Further, the Bank shall not be liable to the customer for any loss, damage or delay attributable in whole or part to the action of any governance agency or any other event outside the Bank's control including, without limitation, strikes, industrial action, equipment failure, interruption of powers supply. The Bank will not be liable to act on any instructions given until duly confirmed letters of administration are availed. In case of mental incapacity a court order appointing a guardian ad litem must be availed for authority to operate the account.

Modification of Terms and Conditions

The Bank reserves the right to modify these Terms and Conditions at any time. The Customer will be notified of any such changes by circular letter and other appropriate means including notices displayed at the Bank's place of business.

Customer Name _____

Customer Signature _____

Date _____

Witness _____

Date _____

In the presence of: (Bank Official)