

1. INTRODUCTION

This Agreement sets out the General Terms and Conditions on which the Bank is providing the Services.

2. DEFINITIONS

2.1 The following words and phrases shall, unless the context otherwise requires, have the following meaning:

"Access Profile" means at any time the mandate given by a Customer to the Bank setting out the scope of a User's authority to act for and on behalf of that Customer in relation to any Service;

"Account" means any bank account(s) of a Customer held with the Bank which that Customer specifies in a Set-Up Form to be the subject matter of a Report;

"Agreement" means together:

- (i) these General Terms and Conditions including the User Guides;
- (ii) each Set-Up Form; and
- (iii) any addendum or other supplemental agreement agreed between the Bank and a Customer varying the terms of this Agreement.

"Authorised Recipient" means:

- (i) the Bank; or
- (ii) any agent or independent contractor of the Bank which is under a contractual obligation of confidentiality to the Bank; or
- (iii) any actual or potential assignee, novatee, transferee, participant or sub-participant (or any agent, adviser, actual or potential shareholder, bond holder or investor, in or of any of the foregoing) in relation to any of the Bank's rights and/or obligations under this Agreement or any other Agreement which is under a contractual obligation of confidentiality to the Bank; or
- (iv) any rating agency, insurer or insurance broker of, or any direct or indirect provider of credit protection to the Bank which is under a contractual obligation of confidentiality to the Bank; or
- (v) any regulatory, supervisory, governmental or quasigovernmental authority which has jurisdiction over the Bank; or
- (vi) any person to whom the Bank is required by law or competent court or tribunal to make disclosure;

"Bank" means Diamond Trust Bank Tanzania Limited, incorporated in Tanzania as a limited liability company under the Companies Act (Cap. 212 of the Laws of Tanzania) and includes such branch or subsidiaries of the Bank as may from time to time be specified by the Bank to the Customer. Reference to the "Bank" shall include any director, officer, manager or any other person duly authorized to represent the Bank.

"Banking Day" means a day on which the Bank is open for the transaction of ordinary banking business in the Relevant Jurisdiction;

"Channel" means any system, medium or channel (including telephone, fax and email), whether internet based or not, which may be established by the Bank from time to time to enable Customers to access and utilize banking and other services provided by the

Bank or in such other manner as the Bank may permit from time to time and also includes any provision by the Bank to any Customer of access to one or more Channels pursuant to the General Terms and Conditions and the User Guide(s) relating to such Channel(s);

"Customer" means any person who has in the capacity of being a customer of the Bank signed a Set-up form;

"Customer Facilities" means the communication line, modem connection or other facilities, software, hardware or equipment provided and used by a Customer for the transmission and/or receipt of any information sent electronically or by telephone for the purpose of or in connection with the Services;

"Corporate Code" means the unique means of identification allocated to or selected by a Customer in relation to one or more of the Services and as further specified in the User Guide for such Service(s) whether in the form of a password, PIN or other form of personal identification, or any combination of the foregoing;

"Electronic Key" means a smart card, electronic key or other similar physical device supplied by the Bank or any third party which enables an individual in possession of such card, key or other device to access a Service or Services;

"Force Majeure" means:

- (i) any circumstance or cause beyond the reasonable control of the Bank;
- (ii) any flood, storm, earthquake or other natural event;
- (iii) any war, hostilities, terrorism, revolution, riot or civil disorder;
- (iv) any strike, lockout or other industrial action;
- (v) any change in law or regulation or any change in the interpretation or enforcement of any law or regulation;
- (vi) Any act or order of any governmental or regulatory body or authority;
- (vii) any order of a court or other judicial body;
- (viii) any default or breach of contract of any third party service provider; or
- (ix) any system or computer malfunction, damage, destruction, failure, suspension, howsoever caused, or third party interference;

"Instruction" means any instruction given by or on behalf of a Customer in relation to any Service, any Account or any Service Charge Account, including any instruction which the Bank believes in good faith to have been given by or on behalf of such Customer;

"Intellectual Property Rights" means any and all rights (by whatever name or term known or designated) in tangible and intangible intellectual and industrial property now known or hereafter existing anywhere in the world including any invention, patent, design or utility model rights, geographical indications, any logo, copyright, trade mark, service mark, database right, topography right, commercial or confidential information, knowhow or trade secret, and any other rights of a similar nature or effect whether or not any of the same are registered, and the right to apply for any of them;

"Loss" means any losses, damages, proceedings, penalties, claims, liabilities, costs (including legal costs) and expenses of any kind;

"Material Breach" means any fundamental breach that gives the aggrieved party the right to terminate this Agreement without giving the requisite notice period;

"PIN" means a secret number code unique to a User and/or a particular Electronic Key;

"Product Services" mean all or any of the products, services and facilities provided to a Customer pursuant to the terms of this Agreement, and/or User Guide relevant to each such Product Service(s) or such other product, services or facilities that the Bank may from time to time agree to provide to a Customer via a Channel;

"Product Services Transaction" means any Transaction effected pursuant to any Product Services;

"Relevant Data Subject" means any person who is:

- (i) named in and/or signs a Set-Up Form; or
- (ii) specified as such by the Bank at any time;

"Relevant Information" means any information or documents (which may include any information concerning natural persons) relating to any member of a Customer's group of companies (or any officer, employee or agent of the foregoing), this Agreement, any Account, any Transaction, any Service, any other present or future agreement or transaction of any nature between a Customer and the Bank or the subject matter of any of the foregoing;

"Relevant Jurisdiction" means any jurisdiction in which a Customer is receiving the Services, as identified in a Cash Management Services Application Form and/or relevant Set-up Form;

"Report" means in any relation to any Account or Transaction, for which a Customer may have requested in this Agreement or in such other manner as the bank may permit from time to time;

"Security Procedures" means the security measures and procedures set out in the User Guides and/or Service Supplements (including provisions relating to Customer ID, User ID and any other instructions the Bank may give concerning security from time to time);

"Send or sent electronically" means to send or have sent any information or instructions by way of fax, email or any other form of electronic communication or messaging;

"Service Charge Account" means the account with the Bank, or a third party designated by the Customer, as the account out of which payments will be made in respect of the Bank's charges for the provision of the Services.

"Service Description" means the written or otherwise documented description of each Service for which a Customer has applied;

"Service Supplement" means in respect of any Services selected by a Customer from time to time, the Bank's terms and conditions governing such Services;

"Services" means together, each Product Service and each Channel Service for which the Customer shall have subscribed, and "Service" means any one of them;

"Set-Up Form" means a form setting out the set-up options required by a Customer for a Service;

"Software" means any software which the Bank has supplied to a Customer directly or through the Bank's supplier as part of any Service including updates;

"Software License" means any license granted to the Bank or to a Customer in connection with the use of the Software in the provision of the Services to that Customer;

"Supplement" means each of the Country Supplements, Service Supplements and any other document designated by the Bank as a Supplement.

"System Materials" means all User Guides, Service Descriptions, Software, hardware, Electronic Keys, and all other equipment or materials or documentation on any media which may be provided by the Bank directly or through the Bank's supplier to a Customer in connection with the use or provision of any Service;

"Transaction" means any transaction:

- (i) made between the Bank and a Customer;
- (ii) effected by the Bank on the Instructions of a Customer; or
- (iii) made between a Customer and any other party; "Transaction Terms" means the terms which govern each Transaction; "User" means at any time any individual who is authorised by a Customer to use any of the Services on that Customer's behalf in accordance with the Access Profile specified by that Customer;

"User Guides" means the operating and procedural guides or manuals or technical specifications provided or otherwise made available to a Customer in connection with any Service including any updates of the same;

"User ID" means the unique means of identification allocated to, or selected by a User in relation to one or more of the Services (and as further specified in the User Guide(s) whether in the form of a password, PIN or other form of personal identification or any combination of any of them; and

"Website" means in the context of any Report and/or Services made available to the Customer through the internet, the internet platform and/or website through or on which any such Report and/or Service is so provided.

2.2 In this Agreement:

- (a) save as otherwise expressly provided, a reference to:
 - (i) any party hereto shall where relevant be deemed to be references to or to include, as appropriate, their respective successors or permitted assigns;
 - (ii) a clause, paragraph, supplement or schedule is a reference to a clause, paragraph, supplement or schedule of or to this Agreement;
 - (iii) this Agreement (including any supplement), any agreement, document or instrument is a reference to this Agreement (including any supplement), document or instrument as amended, novated or supplemented from time to time;
 - (iv) "person" shall include a body of persons, corporate or incorporate;
 - (v) "writing" shall include telex, e-mail and fax transmission legibly received and "written" has a corresponding meaning;
 - (vi) a provision of law is a reference to that provision as amended or reenacted; and
 - (vii) "including" shall not be interpreted narrowly but shall be interpreted to mean "including without limitation" or "including without prejudice to the foregoing";
- (b) clause and schedule headings are for ease of reference only and shall not affect the meaning of the relevant clause or schedule; and
- (c) words denoting the singular include the plural and vice versa, and words denoting any gender include all genders.

3. BANK'S RESPONSIBILITIES

- 3.1. The Bank shall use all reasonable care and skill in providing the Services.

3.2. The Bank shall:

- (a) use all reasonable endeavors to ensure that each Channel operates as described in the relevant User Guide;
- (b) if any Channel is interfered with or unavailable for any reason, use all reasonable endeavors to re-establish that Channel as soon as practicable, or at the Bank's option, provide alternative facilities; and
- (c) take all reasonable measures to prevent unauthorised access to any Channel

4. CUSTOMER'S RESPONSIBILITIES

4.1 Each Customer shall comply with:

- (a) all terms of this Agreement (including any procedures referred to in any User Guide);
- (b) any instruction or request (whether in written, oral or electronic form) issued by the Bank to such Customer from time to time in relation to any operational or technical matters or generally in relation to the Services; and
- (c) all laws and regulations of any jurisdiction which apply to such Customer's use of the Services.

4.2 Each Customer shall:

- (a) keep the System Materials, the Customer Facilities, Corporate Code User ID and all information relating to the Services secure and confidential and not allow any person (other than employees, Users, contractors and agents authorised by such Customer) to have access to them;

(b) comply with the Security Procedures;

- (c) inform the Bank immediately or in such other manner specified in the User Guides or by such other means as the Bank may specify from time to time in the event that such Customer has at any time reason to believe that:

(i) any System Materials, Corporate Code or User ID is or may have been misused or lost or is or may be known to, or in the possession of, any person not authorised to know the same; and/or

(ii) unauthorised use of any System Materials, Corporate Code or User ID has or may have occurred or may occur;

(d) provide the Bank with all reasonable assistance and information to enable the Bank to take appropriate action in relation to matters referred to in (c) above, including any action to involve the relevant authorities; and

(e) assist the Bank as requested from time to time to make such security checks in relation to the Services as the Bank may consider necessary.

4.3 To the extent that any Software is provided by the Bank to any Customer in connection with the provision of the Services, the Bank hereby grants to such Customer a revocable, royalty-free, nonexclusive, nontransferable license to use such Software only in relation to the Services.

4.4 Each Customer acknowledges that the logos, copyright, trademarks, service marks and all other Intellectual Property Rights in the System Materials or displayed on any Website shall at all times remain vested in the Bank, or if the terms of any contract that the Bank has with any licensor or other person otherwise specify, in such licensor or other person.

4.5 No Customer shall:

- (a) decompile, adapt, modify, reverse engineer or make any copies (including back-up copies) of any Software, or tamper or interfere with or modify any other System Materials, or any component of such System Materials, or any information stored on any System Materials; or

(b) sell or otherwise transfer, assign or sub-license any System Materials to, or share their use with, any third party or copy them without the Bank's prior written consent.

4.6 Each Customer shall:

- (a) take all reasonable measures to prevent data or software corrupting devices entering its and the Bank's systems;
- (b) inform the Bank as soon as possible if such Customer (or any User, agent or contractor of the Customer) becomes aware of any failure, delay, malfunction, virus, programming error or error in the Services or any suspected fault and assist the Bank in any remedial steps proposed; and
- (c) procure and maintain and, if necessary, upgrade, at such Customer's expense, such hardware, software and systems of its own Customer Facilities as may be specified in any User Guide or by the Bank from time to time as being necessary for the utilisation of the Services and to ensure that such Customer Facilities meet the requirements of the relevant User Guides.

4.7 Each Customer acknowledges that it is aware of and accepts the risks associated with issuing instructions via email, fax and/or any other forms of electronic communication as Channels (including, without limitation, the risks of delay, non-receipt and third party interception and/or interference with any information). In particular the Customer acknowledges the following risks and shall, to the exclusion of the Bank, take such precautions as may be necessary to control and/or mitigate the same:

- (a) The Bank does neither provide unrestricted access to the respective Services nor is it able to assure the unrestricted utilisation thereof. Likewise, the Bank does not assure the unrestricted operational readiness or security of the Internet.
- (b) Insufficient system knowledge and inadequate security precautions by the Customer or any User may facilitate unauthorised access (e.g. inadequately protected storage of data on the hard disk, data transfers, monitor radiation, etc.). The Customer shall be solely responsible for informing itself and every User about the necessary security precautions in detail, and for adhering thereto.
- (c) There is a latent risk of a third party secretly being able to obtain access to the Customer Facilities while the same is connected to the Internet.
- (d) There is always a risk of viruses spreading to the Customer Facilities as a result of the use of the Internet, networks or electronic data carriers. So-called virus scanners (anti-viruses) may be able to help the security precautions of the Customer, and the deployment thereof is strongly recommended by the Bank.
- (e) The use of unlicensed software or software from untrustworthy sources increases risks and it is therefore important that the Customer works only with licensed software obtained from trustworthy sources.

4.8 Each Customer acknowledges that it is responsible for satisfying itself of the adequacy and enforceability of contracts and agreements concluded by means of emails or any other forms of electronic communication and to inform itself of all legal risks associated with such contracts and agreements.

4.9 Each Customer shall notify all relevant employees, Users, agents and contractors of, and ensure that each of them complies, with the terms of this Agreement.

4.10 Each Customer confirms that any person identified as a User in a Set-up Form is authorised by such Customer to act on its behalf.

4.11 Each Customer warrants the accuracy of any information supplied to the Bank including, without limitation, any information concerning Users, and agrees that such Customer shall promptly inform the Bank of any variations or amendments to such information from time to time.

4.12 In relation to any Electronic Key, Corporate Code or User ID, which a Customer has authorised to be used for and on its behalf, each Customer acknowledges and confirms that:

- (a) such Customer is responsible for and accepts all risks associated with the delivery by the Bank to such Customer of the Electronic Key, Corporate Code and/or User ID, from the time the foregoing leaves the physical custody of the Bank or the Bank transfers control of the same to such Customer (as applicable), and such Customer is responsible for the continuing safekeeping of the same thereafter;
- (b) any individual, (whether or not he or she is a User) who utilizes such Electronic Keys, Corporate Code or User ID shall be deemed to be authorised by such Customer in accordance with the Access Profile associated with the particular Electronic Key, Customer ID, User ID or Digital Certificate; and
- (c) in relation to any Channel where Transactions initiated by a User are automatically processed by the Bank's systems, then notwithstanding the receipt by the Bank of any Instruction to suspend or revoke any Electronic Key, Corporate Code or User ID in relation to any User, any Transactions initiated by such User shall continue to bind the Customer until such time as his or her Electronic Key, Corporate code or User ID is disabled by or within the Bank's systems.

4.13 Where a Customer is acting on behalf of a third party (whether as agent or intermediary or otherwise), such Customer hereby represents and warrants to and for the benefit of the Bank that:

- (a) it has performed any lawfully requisite appropriate know-your-customer and other anti-money laundering due diligence on such third party (including, but not limited to, verification of the identity of such third party, its source of funds and the nature of such third party's transactions) in accordance with its own internal policies and all relevant local laws and regulations, and is satisfied with the results of such due diligence;
- (b) it will continue to perform ongoing due diligence on such third party such that all know-your-customer data remains up to date; and
- (c) it has the appropriate processes in place to detect and report any suspicious activity involving such third party.

5. INSTRUCTIONS FROM CUSTOMERS

5.1 With regard to each Instruction:

- (a) provided all Security Procedures appear to be complied with and no breach is evidenced, the Bank will be entitled to act on all Instructions even when they are inconsistent with other Instructions. An Instruction once issued is irrevocable;
- (b) if requested by a Customer, the Bank will use such endeavors as are in its sole opinion reasonable to cancel a Transaction, or to stop further processing of the Transaction but shall have no liability for any failure to do so and if so cancelled the Customer shall keep the Bank fully indemnified in respect thereof;
- (c) the Bank may act on any Instructions even if it does not contain all of the information required by the relevant Service or is otherwise incomplete or ambiguous if the Bank reasonably believes that the Bank can correct the incomplete or ambiguous information in the Instruction without reference to the Customer and in doing so the Bank shall have no further liability to the Customer;
- (d) the Bank may refuse to act on any Instructions if in the Bank's opinion there is a *prima facie* reason or reasonable ground for doing so;
- (e) the Bank is not under any obligation to accept or act on any Instructions if this would require any action by or information from the Bank when it is not a Banking Day or would cause a breach of any other existing agreement between the Bank and the Customer; and
- (f) for the purposes of carrying out any Instruction, each Customer authorises the Bank to transmit payment instruction on its behalf and to act for these purposes as an instructing financial institution. Each Customer acknowledges that the Bank will be acting as its agent for the purpose of transmitting or procuring the transmission of any such instructions and the Bank or third party being the recipient of any such instructions shall be authorised and entitled to act on them as if they have been given directly by the Customer to such recipient.

5.2 Where a Customer issues instructions through a Channel, the Bank may act on any Instruction or otherwise rely upon any other communication from such Customer (or purporting to be from such Customer) and made via such Channels without enquiry as to the identity or authority of the person giving (or purporting to give) such Instruction or other communication, or the authenticity of such Instruction or other communication, and may treat the same as fully authorised by such Customer and binding on such Customer.

5.3 Each Customer agrees that:

- (a) the Bank is authorised to record all telephone conversations between such Customer and the Bank in writing or by tape or other means as the Bank may determine and, subject to the provisions of applicable law, such Customer agrees that any such recording or transcript may be used in resolving any dispute between the Bank and such Customer;
- (b) where any Instruction is given by facsimile followed by delivery of the original Instruction, the Customer shall ensure that the fact that the same had previously been given by facsimile and the date of the facsimile shall have been annotated on the original copy. In the absence of such annotation, each Customer agrees that the Bank shall not be liable for any consequences including (without limitation), in the case of payment Instructions, any Loss arising from any duplication of payment or fund transfer; and

- (c) as between the Bank and a Customer, and in the absence of manifest error, the Bank's records (whether in paper, electronic, data or other form) of each Instruction, Report or other communication shall in the absence of proof to the contrary be *prima facie* evidence of the fact of receipt or non-receipt, or the contents of such Instruction, Report or other communication.

6. REPORTS

- 6.1 Each Customer may request for one or more Reports in relation to any of its Accounts or Transactions.
- 6.2 Subject to clause 3.1, each Report is produced by the Bank and provided to a Customer based on requests made by that Customer.
- 6.3 Each Report shall be deemed to be a notice sent by the Bank and only to contain information as of and up to the time of issue of the Report.
- 6.4 The Bank shall not be obliged to ensure, verify or obtain confirmation of the receipt of any Report by any person.

7. LIABILITY

- 7.1 Save as a result of fraud by the Bank, the Bank shall not be responsible or liable in any circumstances for:
 - (a) any loss of profit, revenue, anticipated savings, business, contracts or goodwill or similar loss (whether direct, indirect or consequential) suffered by a Customer;
 - (b) any indirect or consequential Loss suffered or incurred by a Customer for any reason whatsoever even if such Loss was reasonably foreseeable or the Bank had been advised of the possibility of such Loss; or
 - (c) any direct Loss suffered or incurred by a Customer unless such direct Loss (excluding the losses set out in sub-clause (a) above) are the direct result of the Bank's gross negligence or wilful misconduct.
- 7.2 Notwithstanding clause 7.1, the Bank shall not be responsible or liable for any Loss suffered or incurred by a Customer (including direct, indirect and consequential Loss even if the Bank knew such Customer could incur them) arising in connection with:
 - (a) any circumstances outside the Bank's knowledge including any unforeseeable acts or omissions or negligent acts on the part of the Bank's service providers, contractors or agents;
 - (b) any error, failure, interruption, delay or non-availability of services, goods, software, communication and other networks or information (including information contained in any Report) supplied to the Bank or any Customer by a third party, or controlled by a third party or that such Customer uses in connection with any Service;

- (c) any Customer entering into any Transaction with any third party via any Channel;
- (d) the Bank acting, or failing or refusing to act, upon any Instruction sent by telephone, fax, e-mail or other electronic communication or electronic message;
- (e) any laws or regulations of countries where Transactions are settled or cleared where any negotiable instrument or receivable is collected, or any exchange control restrictions which are imposed from time to time, unless caused by the Bank's own breach of such laws and regulations;
- (f) any computer viruses, Trojan horses, worms, logic software, other bombs or similar programs or routines (including hacking);
- (g) any unauthorised access to any Channel Service by a third party using any Electronic Key, Corporate Code, User ID
- (h) any misuse by any Customer of any Website or Channel;
- (i) any Force Majeure event; or
- (j) any change in currency exchange rates.

For the avoidance of doubt, any other limitation of liability contained in any supplemental agreement shall be in addition to and shall not derogate from the above.

- 7.3 Whilst the Bank shall use all reasonable endeavors to ensure that any financial information available through any Channel Service is accurate when initially made available, the Bank does not guarantee the accuracy of such financial information at any time. In particular, the Bank shall not be liable for any Loss incurred or damage suffered by any Customer by reason or in consequence of such Customer using such financial information which is not up to date.
- 7.4 Save as otherwise provided in this Agreement, all terms, conditions and warranties implied by law regarding the quality or fitness for purpose of the Services or the System Materials are excluded to the fullest extent permitted by applicable law.
- 7.5 Each Customer agrees that it shall not bring any claim against the Bank under this Agreement or otherwise in connection with any Service or any ancillary service (and hereby waives its rights to do so) unless it has notified the Bank in writing of its intention to do so within six months after such Customer has become aware of the material facts on which the claim is based.
- 7.6 Without prejudice to clauses 7.1 to 7.5, the Bank's total liability to each Customer for any claim arising from or in connection with a Service shall be limited to the total amount of service charges paid by the Customer for the particular transaction for which the Loss or damage gave rise to such claim

8. SERVICE CHARGES

- 8.1 Each Customer shall pay service tariffs, fees and charges (including any cancellation fees or termination charges and any tax) to the Bank for the provision of the Services and for any System Materials provided or licensed by the Bank to the Customer in accordance with the relevant Set-Up Form(s).
- 8.2 The Bank is authorised to debit each Customer's Service Charge Account or any other account with the Bank or third party with the Bank's service tariffs, fees and charges (including any tax) from time to time.
- 8.3 All charges and fees charged by the Bank shall be in accordance with the Bank's Tariff Guidelines published in local Newspapers from time to time and displayed at the Banking hall.

9. INDEMNITY

- 9.1 Each Customer shall indemnify the Bank on demand against all Loss which the Bank may suffer arising from or in connection with the provision of any Service including any Loss resulting from:
 - (a) any breach by such Customer of its obligations under this Agreement;

- (b) the Bank acting on such Customer's Instructions (including stop payment Instructions); or
- (c) the use or misuse of the System Materials by such Customer, including the unauthorised sale or transfer or sharing of any of the System Materials or the posting of any material on any Website which infringes the rights, including Intellectual Property Rights, of any third party, save to the extent that such Loss is the direct result of the Bank's negligence, wilful misconduct or fraud.

10. NOTICES

- 10.1 The address, fax number and e-mail address of each party for any notice, communication or document to be made or delivered under or in connection with this Agreement will be that which is notified to the other party in writing and any substitute address, fax number or e-mail address will only become effective on reasonable advance written notice.
- 10.2 Any notice or other communication delivered or made by the Bank to a Customer under or in connection with this Agreement or any Service shall, unless expressly otherwise specified, be in writing (which shall include in electronic form) and shall be effective:
 - (a) if by way of letter, when it has been delivered by hand at the relevant address or five Banking Days after being posted to a Customer; or
 - (b) if transmitted by fax, at the time of transmission (a fax transmission report that the fax has been transmitted to the addressee shall be proof of service); or
 - (c) if by e-mail, at the time of dispatch of the e-mail.

- 10.3 Any notice or communication to be delivered or made to the Bank will be effective only when actually received by the Bank in legible form and then only if it is expressly marked for the attention of the department or officer identified by the Bank (or any substitute department or officer as the Bank may notify).

11. DISCLOSURE OF DATA AND DATA PROTECTION

- 11.1 Subject to clauses 11.2 and 11.3, the Bank will treat all Relevant Information as confidential.
- 11.2 Without prejudice to any right of the Bank to disclose information as provided by general law or applicable legislation or regulation, each Customer agrees that the Bank may disclose any Relevant Information to any Authorised Recipient regardless of the country or territory in which such Authorised Recipient is located.
- 11.3 This clause 11 is not, and will not be deemed to constitute, an express or implied agreement by the Bank with any Customer for a higher degree of confidentiality than that which may be prescribed by the laws of the Relevant Jurisdiction.
- 11.4 Each Customer shall notify each Relevant Data Subject that the Bank may from time to time collect and hold information relating to that Relevant Data Subject and will obtain the consent of that Relevant Data Subject for the Bank's use of such information in the course of its relationship with such Customer or for any other reasonable purpose notified by the Bank at any time.

12. TERMINATION AND VARIATION

- 12.1 Without prejudice to clause 12.2, either the Bank or a Customer may terminate the whole or any part of the Services provided to such Customer or all or any part of this Agreement by giving to the other party 30 days' prior written notice.
- 12.2 The Bank may terminate the whole or any part of the Services provided to a Customer or all or any part of this Agreement immediately without prior notice:
 - (a) upon any material breach by such Customer of any terms of this Agreement or of any other agreement or other instrument between such Customer and the Bank;
 - (b) if it is or becomes or would be materially likely to become unlawful for such Customer or the Bank to comply with any or all of each parties' respective obligations under this Agreement or if such compliance shall cause or would be materially likely to cause the Bank to be in breach of any regulatory requirement; or

- (c) upon the occurrence of any other circumstances affecting such Customer or the Services which the Bank, acting reasonably, considers exceptional, but to the extent practicable, the Bank shall give such Customer reasonable prior notice before doing so.

12.3

- (a) The Bank may suspend or withdraw the whole or any part of the Services provided to a Customer at any time. If practicable, the Bank shall notify such Customer in advance of the suspension or withdrawal.
- (b) The Bank shall, where requested in writing by a Customer, suspend the whole or any part of the Services provided to such Customer at any time.
- (c) If the Customer suspends any part of the Services or otherwise terminates this Agreement the Bank may continue to effect Instructions until such time as the Bank will have had a reasonable opportunity to act on the Customer's notice of suspension or termination.

12.4 The termination of the whole or any part of the Services or any part of this Agreement shall not, in itself, terminate or affect any Instructions or Transactions already given or made by a Customer at the time of termination.

12.5 The Bank may develop, add to, change, replace or withdraw the whole or any part of the Services or the System Materials or any other information or material relating to the Services from time to time. If the Bank adds to or modifies the Services and/or provides any additional or modified System Materials pursuant to such development, addition or change, each Customer shall continue to be bound by this Agreement and, in addition, by any additional terms which the Bank may advise to Customers in relation to such additions or modifications.

12.6 The provisions in clauses 7.1, 7.2, 9, 11 and 12.5, and any other indemnities and exclusions of liabilities set out in this agreement shall survive any termination of this Agreement and continue indefinitely.

12.7 Any termination of the Services or any part thereof for any reason shall not affect each of the Bank's and a Customer's accrued rights and liabilities (unless expressly otherwise stated).

12.8 Upon termination and/or suspension of this Agreement in whole or in part, each Customer shall:

- (a) return to the Bank within seven days such copies of the Software, User Guides and any other System Materials and any cards or security devices and any other material relating to the Services supplied to such Customer; and/or
- (b) cause all Software supplied by the Bank to such Customer to be erased from any hardware or other equipment on which it has been installed and certify to the Bank in writing that the same has been done;
- (c) allow the Bank onto such Customer's premises at a reasonable time on reasonable prior notice either to verify that the Customer has erased all the items listed in (a) above or, if they have not been erased, to erase all such items; and
- (d) sign any relevant document to evidence the revocation (in whole or in part) of any Software License granted to such Customer.

The termination of this Agreement shall not, in itself, terminate or affect the relationship of banker and customer between the Bank and the Customer.

13. MISCELLANEOUS

13.1 Where a dispute arises between the term in this agreement and the User Guide, the terms of this agreement shall prevail to the extent of the conflict.

13.2 The terms set out in this Agreement are in addition to, and not in substitution for, any other agreements, mandates, terms or conditions relating to each Customer's Account(s) (unless otherwise expressly specified). For the purposes of the Services, in the case of any conflict between this Agreement and the terms of any other agreements,

mandates, terms or conditions relating to each Customer's Account(s) with the Bank, the terms of this Agreement shall prevail to the extent of the conflict.

13.3 This Agreement and the User Guide sets out the entire agreement between the Bank and each Customer in relation to the Services, and each Customer confirms that it has not relied on any representation, warranty, promise, statement of opinion or other inducement made or given by or on behalf of or purportedly by the Bank in applying for any or all of the Services.

13.4 Nothing in this Agreement shall oblige the Bank to do or omit to do anything if it would or might in the Bank's reasonable opinion constitute a breach of Bank policy or any applicable law, regulation, order or sanction of any regulatory, supervisory, governmental or quasi-governmental authority.

13.5 If at any time any provision of this Agreement (or any part thereof) is or becomes invalid, illegal or unenforceable in any respect under any law of any jurisdiction, neither the validity, legality nor enforceability of the remaining provisions (or any part) thereof nor the validity, legality or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired.

13.6 Any failure or delay by the Bank in exercising rights under this Agreement (or any part thereof) shall not constitute a waiver thereof.

13.7 .

- (a) No Customer shall assign any of its rights or transfer or novate any of its rights or obligations under this Agreement (or any part thereof) to any person without the Bank's prior written consent;
- (b) The Bank may sub-contract and employ agents to carry out any of the Bank's obligations under this Agreement or any of the Services (or any part thereof); and
- (c) The Bank may assign any or all of its rights or transfer or novate any or all of its rights and/or obligations under this Agreement to any person at any time without the prior written consent of any Customer. The Bank shall however provide notice to the customer on the same. Upon request, each Customer shall promptly execute such transfer or novation documentation as the Bank may reasonably require.

13.8 .

- (a) Any payments to be made to the Bank by a Customer under or in relation to this Agreement will be made to the Bank without any set-off or counterclaim and free of any deduction or withholding for or on account of any taxes or other charges in the nature of taxes imposed by any competent authority anywhere in the world, unless such deduction or withholding is required by law or practice.
- (b) If any such deduction or withholding is so required to be made by the relevant Customer or on such Customer's behalf, such Customer shall pay to the Bank any additional amount necessary to ensure that the Bank receives and retains the full amount of the relevant payment as if such deduction or withholding had not been made.

13.9 . In the case of any Channel which utilizes or are delivered through the internet:

- (a) in order to enable Customers to keep browsing efficiently, the Bank or third parties may use "cookies" on or via a Website. These cookies are stored temporarily in each Customer's computer, namely for the duration of each visit made by the Customer to the Website. The Customer may disable the cookies by changing the setting on the Customer's browser. However, depending on which cookies are disabled, the Customer may not be able to access or use certain Services after disabling the cookies;
- (b) Certain hypertext links on a Website will lead to websites which are not under the Bank's control. The Bank makes no warranties, representations or undertakings about any content of any other website referred to or accessed by hypertext link through any Website (a "Third Party Site"). The Bank does not endorse or approve the content nor does the Bank have any responsibility or liability in connection with any Third Party Site; and

(c) When the hyperlinks are to other pages of a website maintained by the Bank, then the terms of that website shall apply. Should no such terms exist, then this Agreement shall apply.

13.10 To the extent that it is prevented or restricted by a Force Majeure event from providing any Service(s), carrying out any request or Instruction from any Customer or otherwise complying with any of its obligations under this Agreement, the Bank may suspend such Service(s), postpone the carrying out of any such request or Instruction or suspend any such obligation until the contingency is removed. The Bank will, if it is practicable to do so, take reasonable steps to remove or mitigate the effect of any Force Majeure event.

However, upon learning of its failure to perform any of its obligations as set out hereunder, due to matters beyond its reasonable control, shall provide reasonable notice to the customers.

14. GOVERNING LAW

14.1 This Agreement and any other documents required to be executed by the Customer in connection with the Account, shall be governed by and construed in accordance with the laws of the Republic of Tanzania and the Customer submits to the jurisdiction of the Tanzania courts.

14.2 Without prejudice to clause 14.1 above, the Bank may take enforcement action in any jurisdiction where the Customer carries on business or has any asset.

14.3 Each Customer waives generally all immunity it or its assets may otherwise have now or in the future in any jurisdiction.

15. INTENTIONS TO BE BOUND AND INDEPENDENT LEGAL ADVICE

15.1 The Customer, has executed these Terms and Conditions with the intention to be legally bound by the contents herein.

15.2 The Customer hereby agrees and confirms that they have read and understood these Terms and Conditions and have sought and obtained independent legal and financial advice regarding the legal, tax, financial or other implication arising under these Terms and Conditions.

I/We hereby acknowledge that i/we have read the information present and hereby affix my/our signature(s) as evidence that i/we understand and undertake to comply observe and be bound by the said Terms and Conditions.

Director Signature Date

Director/Secretary Signature Date

SEAL

or

Name of Customer Signature of Customer Date