

NIC SECURITIES LIMITED GENERAL TERMS AND CONDITIONS

The relationship between the Broker and Customers is governed by the Laws of Kenya, except where the following general terms and conditions apply and the subject to any further agreement in writing. Specific terms apply to specific accounts and products and are available to the customer upon request.

Customer's Instruction

The customer requests the Broker to honor all his instructions in connection to his account. The Broker may nonetheless decline to carry out any instructions that may result in the account being overdrawn or are not consistent with the brokerage business.

Authorized Signature

The customer will give the Broker 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/through the Broker from time to time, to open any further account in the customer's name, and to overdraw any of the customer's accounts

Set-off

The Broker may, without notice, set off against any account or indebtedness any other securities of assets therein that may be held by the customer with the Broker. The Broker may, upon notice to the customer, set off his Account against any other account or indebtedness in respect of which the customer is liable, notwithstanding that some other person may also be liable.

Lien

When the customer is indebted to the Broker, the Broker has:

- General lien over all property of the customer in the broker's possession, including, but not limited to cash, securities or valuables deposited for safe custody or as security, cheques presented for repayment, bill and any other property movable or immovable charged to secure repayment of any money whether or not that money has been repaid; and also over all property over which by the general law the broker has lien.
- Where the customer is indebted in circumstances giving the broker a right of set off, securities as set out in paragraph (a) hereof are held as security for debt.

Simultaneous orders

Where the Broker receives several orders in excess of the total amount of which exceeds the available assets, the Broker may honour the orders in whatever manner it thinks fit within the limit of assets available.

Broker charges and Expenses interest

The Broker is entitled to be paid by the customer and may debit the customer with:

- Unless otherwise agreed in writing, interest, on overdrawn Accounts including penalty interest, at a rate which may be different for different accounts. The Broker need not notify the customer of any change in the rate of interest charged.
- Advocate and client cost incurred by the broker in obtaining legal advice in connection with the customer's accounts and dealings with the broker or incurred by the broker in any legal, arbitration or other proceedings arising out of any dealings in respect of the customer.

Commission

Commission at such rates at such times as the broker decides, with discretion to charge different rates for different accounts.

Other charges

In addition to the debits authorized above all other expenses and charges including but not limited to Ledger Fees, Disbursement for statements, Postages, Telephone Calls, taxes, premium services fees, activation fees, customer transfer fees duties, Impositions and Expenses incurred in complying with the customer's request.

Statements deemed approved if not objected to within 28 days

The content of any statements of account or statement of any other nature which provided by the broker to the customer, and to which the customer has not objected within twenty eight days of the receipt thereof, shall be deemed approved by the customer, and shall not thereafter be challenged by the Customer on any other ground whatsoever whether lack of Mandate, forged or inadequate signature or endorsement of instructions, forged alteration or otherwise.

Delay by customer lodging complaints

The Broker is not responsible for any matter unless the customer has made a written complaint to the Broker as soon as reasonably possible.

Payments by third parties deposits

The broker may credit the customer with amounts paid by third parties.

All cheque or other orders for payment of whatsoever nature are accepted for deposit or collection at the risk of the customer. Where any cheque or order is unpaid for any reason whatsoever (including but not limited to physical loss), the broker 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 any bank charges that would have been appropriated by the broker's bank.

Before making any transaction, the customer must allow sufficient time to elapse after making any deposit in order to enable the broker to carry out the necessary bookkeeping operations

to credit the account. For the purpose of this sub-section sufficient time shall be deemed to be at least one complete Business day for cleared funds and other periods as may be allowed in the banking circles.

Notwithstanding the above provision, any money credited to the customer in error must be repaid immediately on demand together with any other benefit derived from or assets acquired through such credit.

Variation

The broker may at any time, upon notice to the customer terminate or vary its relationship with the customer.

Termination of the customer but without prejudice, to the generality of the foregoing the broker may cancel preferential rights/advantages which it has granted and require the return of any articles, exceptions or any other authorizations so extended to enable the relationship to return to the level intended by the broker.

Partnership of accounts

In the event of the customer being a partnership the following additional provisions apply:

- The partners authorize the broker to carry out instructions, countermanding trading transactions or other orders for payment when such instructions are given by any person whose name appears on the mandate whether or not that person has signed the original instruction.
- The partners authorize the broker to make transactions, payments, transfer or any other order on the request of the partners at the time made within the mandate.
- The partners authorize the broker to accept by the way of pledge or deposit as security anything belonging to the partnership on the instructions of the partners for the time being made in accordance with the mandate, and to deliver upon the said instructions anything so accepted or held on account of the partnership.
- All liability of the partners to the broker is joint and several. NIC SECURITIES LIMITED GENERAL TERMS AND CONDITIONS
- Upon any change in the constitution of the partnership, the partners will sign a new mandate.
- A mandate remains in force and may be acted upon by the broker until it has been revoked in writing by all or the signatories or until it has been replaced by a new mandate.

Joint account

In the event of two or more customers holding a joint account the following additional provisions apply:

- The holders of the joint account authorize the broker to transact or deliver to or to the order of the survivors or survivor or the executor or administrators of such survivor any assets standing to the credit of their joint account.
- All liabilities on joint account are joint and several.

Freezing of Accounts

The broker may at any time freeze any account of the customer if and so long as there is any dispute or the broker has doubt for any reason (whether or not well founded) as to the person or person entitled to operate the same without any obligation to institute interpleaded proceeding or to take any step of its own initiative for the determination of such dispute or doubt.

Forgery

The broker shall not be liable in any way to the customer for having honored even negligently any instruction the signature or content of which has been forged if:

- The customer has facilitated such forgery either by failure to comply with any of the conditions contained in this or other document hereof or by negligence in any other way; or
- There has been a previous forgery of any instruction of the customer without the customer having objected to the first statement of account which carried out such instruction; or
- The forgery has been perpetrated by an employee, servant, agent, contractor or person known to the customer.

Safe custody

Any article received by the broker for storage or safe keeping is received on the following terms:

- The article received by broker for the account of customer
- The article is received by the broker at the sole risk of the depositor as regards any damage to or loss of the article through any cause whatsoever including but not limited to moth, vermin, heat or leakage, and the broker accepts no responsibilities for any such damages or loss except in so far as this clause expressly provides to the contrary.
- The broker undertakes to exercise reasonable care in looking after the article and in ensuring that no unauthorized person has the access thereto provided that the liability of the broker for loss or damage of any one article and its content (if any) is of specified value in excess of that sum.

The customer will certify that any items / packages deposited do not contain any firearm or other explosive device. In the event of death of the depositor the broker will release the article

to the depositor's personal representatives upon production by such personal representative of a certified copy of the depositor's death certificate and a valid grant of probate or letter of administration, and subject to payment of all outstanding charges due to the broker in respect of the storage or safe keeping of the article or the purpose of such storage.

Credits in Foreign Currency

The broker will use the counter rate provided by its bankers to credit/debit the customer's brokerage account at the point of such a transaction.

Accounts in Foreign Currencies

Subject to all laws and governmental regulations, where an account is in foreign currency, any demand on the broker for payment from such account is properly met by the broker issuing a cheque or effecting a transfer or making a payment in any other manner in foreign currency at the discretion of a broker.

Communication

- All notices, statements, letters and other communication from the broker may be sent to the last address given by the customer, and the date on the broker's copy of such communication is taken to be the date of such dispatch in the absence of proof to the contrary.
- Any written communication from the broker 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 then the date and the time of delivery, and if sent by post it shall be sufficient to prove that the letter containing the communication was properly stamped and addressed.
- The customer has no claim on the broker for damage resulting from losses, delay, misunderstandings, mutilations, duplications or any other irregularities due to transmission of any communication whether to or from the customer, the broker or any third party, by delivery, post, fax, telephone, telex, or any other means of communication.

Interpretation

In these terms and conditions the expression "the customer" shall include any person, firm, partnership or corporate body.

Amendments

Any addition or alteration to these general terms and conditions may be made from time to time by the broker and of which notice has been given to the customer shall be binding upon the customer as fully as if the same were contained in these terms and conditions.

Disclosure

The broker may disclose details of and relating to the customer accounts to relevant regulatory bodies or other such like institution as it deems necessary, provided that such disclosure shall fall strictly within the laws of Kenya

Signed: _____

Name: _____

ID NO: _____

Signature: _____

Date: _____

12.3.5 any financial institution with which you propose to have any dealings, and

12.3.6 any actual or proposed participants or sub-participants in, or assignee, novatee or transferee of, any of our rights in relation to you:

and to use such information in connection with the administration and operation of the Services.

13 INTELLECTUAL PROPERTY RIGHTS

13.1.1 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 NIC provides to the Customer through the System or otherwise are vested either in NIC or in other persons from whom NIC 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.

13.1.2 The Customer shall not duplicate, reproduce or in any way tamper with the System and associated documentation without the prior written consent of NIC.

14 DISCLOSURE

14.1.1 The customer(s) agrees and consents that NIC may disclose any information in the possession of NIC relating to account details to any and all agents used by NIC in the course of the operation of the account including but not limited to agents appointed by NIC to manage the account.

14.1.2 The customer(s) agrees and consent that NIC may disclose any information in the possession of NIC relating to this application and or account to any third party (including other institutions licensed under the the Laws of the Republic of Kenya and Credit Reference Agencies) if in NIC's opinion such disclosure is necessary for the purpose of evaluating any application made to NIC by customer(s) maintaining an account with NIC or for other purposes but within the strict confinements of the laws of Kenya.

14.1.3 The customer(s) agrees and confirm that NIC may disclose any information in the possession of NIC relating to this account details of the account holder to any third party (including other institutions licensed the laws of the Republic of Kenya and Credit Reference Agencies) for the purpose of evaluating the applicant(s) credit worthiness or for any other lawful purpose.

14.1.4 The customer (s) consents that NIC may obtain any information relating to the customer from any third party including Credit Reference institutions licensed under the laws of the Republic of Kenya if in the NIC's opinion such disclosure is necessary for the purpose of evaluating any application made to NIC by the customer or for any other purpose as maybe prescribed by any existing law.

15 GOVERNING LAW

i. This Agreement shall be governed by and shall be construed according to the Laws of Kenya.

ii. The parties hereby irrevocably submit to the jurisdiction of the Courts of Kenya, but NIC shall be at liberty to enforce anywhere a judgement in any jurisdiction where the Customer carries on business or has any asset.

ACCEPTANCE

I/we have read and fully understood the terms and conditions governing the use of NIC Mobile &/or NIC Online services offered by NIC Securities Limited and I/We hereby accept them and will abide by them. I/we further confirm that we have independently verified the terms and conditions noted above and where necessary we have consulted other persons independent from the Bank's officials.

_____ This ____ day of _____ 20____
(Name) (Signature)

_____ This ____ day of _____ 20____
(Name) (Signature)



PERSONAL ACCOUNT / BUSINESS ACCOUNT APPLICANTS

**INTRODUCTION BY AN EXISTING NIC SECURITIES / NIC BANK
CUSTOMER /EMPLOYER/ NIC BANK GROUP MEMBER OF STAFF**

Applicant to complete

CONSENT

I authorize NIC Securities to receive information on the details below and a letter of Physical Address confirmation.

Name (In Capital letters).....

Signature:.....Date.....

Dear Sir/Madam,

The applicant above has provided us with your name to obtain a confirmation of address for the purpose of opening an account.

In addition, please advise us of the length of time you have known the applicant.

Also insert details on the form provided and return to applicant.

If necessary, we may contact you for further confirmation.

Thank you for your assistance.

Yours faithfully,

**For and on behalf of
NIC Securities**

(Form overleaf)