

GENERAL TERMS AND CONDITIONS

Please carefully read all the GENERAL TERMS AND CONDITIONS hereunder and the terms and conditions regarding the USE OF VISA DEBIT CARDS, MOBILE BANKING and INTERNET BANKING before accepting to be bound.

1. Definitions and Terms

- a) "Account" means any type of account and (including without limitation) in relationship to any advance, deposit, contract, product, dealing and or service established and operated between the Bank and the Customer.
- b) "Available balance" means the amount (excluding any unconfirmed Amount, which can be drawn by the customer from his/ her Account).
- c) "Application Form" means the Bank's form filled out by the Customer when opening of an Account with the Bank.
- d) "Bank" means Exim Bank Limited, including but not limited to its successors in title and assigns (whether immediate or derivative).
- e) "Bank's Branches" means all places in the Republic of Uganda where the Bank's business is operated and conducted, including the main registered office of the Bank.
- f) "Business Day" means the days on which the Bank is open for all classes of banking business (excluding statutory and other public holidays) as the Bank may determine from time to time.
- g) "Banking Hours" means the hours for which the Bank is generally open for all classes of business as may be determined by the Bank in respect of each of the Bank's Branches from time to time.
- h) "Bank's Tariffs" means (including but not limited to) the schedule of the charges and fees levied by Bank in relation to the Account.
- i) "Cheque" means a negotiable-instrument issued to the Customer by the Bank.
- j) "Cheque Book" means the serially numbered Cheques bound together and issued by the Bank to the Customer.
- k) "Cheque Book Terms and Conditions" means the Specific Terms and Conditions relating to the use of the Cheques by the Customer;
- l) "Customer" means a holder of an Account with the Bank; and includes individual firm or corporate body.
- m) "Foreign Currency" means for the time being any currency other than Uganda Shillings.
- n) "Uganda Shillings" means for the time being the lawful Currency of the Republic of Uganda.
- o) "Mandate" means the manner in which the Bank will act upon the Customer's written instructions as set out in the Application Form.
- p) "Specific Terms & Conditions" means the particular terms and conditions relating to a specific type of Account and or product;
- q) "Tax" means all taxes levies, duties, charges, imposts or withholding (including, without limitation, compensating tax, drought levy, value added tax, stamp duties, service charges, National Social Security or Hospital Insurance Fund Payments) together with all penalties, charges and interests relating to any of them.

2. Eligibility

The Bank may open, at its sole discretion, an Account for a Customer subject to these General Terms and Conditions and the Specific Terms and Conditions relating to that Specific Account.

3. Customer's Address

The address given by the Customer in the Application Form will be considered by the Bank to be the official registered address of the Customer. All postal communications to the Customer will be sent by the Bank to the address specified in the Application Form. The Customer must notify the Bank in writing of any of the changes to this address, Notice to be on Customer's official stationary (wherever applicable) and signed as per the Mandate.

4. Customer's Name

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

5. Customer's Instructions.

The Customer requests the Bank to honor and to debit his account all cheques, drafts, bills, promissory notes, acceptances, negotiable instruments and orders drawn accepted or made out to him, and to carry out any instructions he may give, in connection with his account notwithstanding that any such debiting or carrying out may cause his account to be overdrawn or an overdraft to be increased. Where no overdraft has been agreed or the limit of overdraft agreed has been reached, the Bank may nevertheless refuse to carry out any instructions which would result in there being an overdraft or any overdraft greater than that agreed, as the case may be.

6. Authorized Signatories

The Customer will give the Bank in an acceptable form the specimen signature (s) of every person authorised to operate the account. Unless otherwise agreed all signatories are in a position 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 account.

7. Specimen Signatures.

The Customer will give to the Bank in a form acceptable to the Bank a specimen of the signature of the Customer and/or of any Authorised Signatory. The Bank may require a fresh specimen in the event of a change in the Customer's name or in the event of change of an Authorised Signatory. Such change must be notified to the Bank immediately on customer's official stationary (where ever applicable) and accompanied by adequate and acceptable proof (where necessary). The Bank reserves the right to reject the specimen and the Bank shall not be obliged for giving its reasons for so doing.

8. Account Services

Upon successfully opening an account, the individual/signatory authorises the bank to register them for access to a VISA Electronic Debit Card(except for entities), access to Mobile Banking and Internet Banking; and through the provided phone numbers and E-mail addresses, the customer shall receive transaction Alerts, and periodic Email Statements.

9. Deposit of cheques

All cheques or other orders for payment of whatever nature are accepted for deposit for 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) other than the Bank's negligence, 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 overdrawn.

- a) All cheques or other orders for payment of whatever nature are accepted for deposit for 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) other than the Bank's negligence, 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 overdrawn.
- b) Where cheques, other negotiable instruments of commercial documents are deposited for the credit of the account, whether or not payable at or by the Bank, the amount of such deposits shall be available for withdrawal only when actually collected by the Bank.
- c) Although immediate credit may have been given for cheques received for collection through clearing, they are not available for drawing against until the relative cheques are realized. In case such, Credits are allowed to be drawn against, it is not being constructed that the relative cheques have been honoured.
- d) Notwithstanding the provisions - of Clause 5 herein any money credited to the Customer in error must be repaid on demand.
- e) The Bank reserves the right to debit the Customer's account or in any other way recover the amount incase cheques are returned unpaid.

10. No Duty on Bank protest

The Bank is not liable for any loss or damages 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 within 24 hours of dishonor.

- a) The bank will pay cash to the customer where the cheque is signed in the presence of the teller by an authorized signatory or by authorized signatories.

- b) Where a cash cheque is presented not by the Customer but a third party, the Bank will require confirmation by telephone from the Customer or from a representative of the Customer known to the Bank before it makes payment.
- c) Where cash cheques are presented by employees or other known agents of the Customer the following steps will be taken:
 - (i) The employee or agent will be identified beforehand in a manner acceptable to the Bank.
 - (ii) A limit on such drawings will be agreed in writing with the Bank, and until such limit is agreed, no withdrawals will be allowed under this paragraph.
- d) Where the Customer requests that payments be made under' paragraph (c) the Customer indemnifies the Bank in respect of all payments made to such employees or known agents, whether or not the money was received and whether or not the order for payment presented was in fact the order of the Customer.
- e) Where either the employee or agent is not known to the Bank or if the cheque exceeds the agreed limit the provisions of paragraph (b) apply. The Bank shall not be liable in any way to the Customer for having honoured even negligently any cheque the signature or content of which has been forged if:
 - i) The Customer has facilitated such forgery either by failure to comply with any of the conditions contained in paragraph (a) or paragraph (b) of clause 23 hereof or by its negligence in any other way, or
 - ii) There has been a previous forgery of any cheque of the Customer without the Customer having objected to the first statement of accounts which debited such cheque as provide by clause 15 (ii) hereof; or
 - iii) The forgery has been perpetrated by an employee, servant, agent, contractor or sub-contractor of the Customer.

12. Withdrawals

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

- a) The Customer may make withdrawals from the Account subject to the Specific Terms and Conditions of the Account and Sufficient available Balance. The Bank may refuse to allow withdrawals or make payments from the Account if the available Balance is insufficient to cover such payment or withdrawals.
- b) The Bank may refuse to allow any withdrawals or make payments from the Account if there is a Banker's Lien marked on funds held in the Account.
- c) The Customer will not be permitted to draw against, and the Bank will not be obliged to make payment against, a cheque or other payment which has not been cleared.

13. Simultaneous Order In Excess of Funds

Where the Bank receives several instructions from the Customer at approximately the same time, the total amount of which exceeds the Available funds of or credit granted to the Customer, the Bank may in its sole discretion honour the orders in whatever manner it thinks fit, within the limits of the funds available.

14. Repayment of Overdrawn Account

The Bank is entitled on demand to the repayment with interest of any account that is overdrawn.

15. Bank Charges and Expense Interest

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

- a) Unless otherwise agreed in writing, interest on overdrawn accounts, including default interest, loan accounts or on any other facility granted by the Bank, at any rate, which rate may be different for different accounts. Such interest is calculated on daily balances and debited monthly. The Bank shall notify the Customer of any change in the rate of interest charged. Where a higher rate of interest has been agreed between the Bank and the Customer in any security given by the Customer, that higher rate of interest may be charged by the Bank.
- b) Legal and or professional charges Advocates and I profession-al clients charges incurred by the Bank in obtaining legal and or professional advice in connection with the Customer's accounts and dealings, the preparation of any document relating to the customer's credit facilities with the Bank or incurred by the Bank in any legal, arbitration or other proceedings arising out of any such dealings in respect to the customer.
- c) Commission at such rates and at such time or times as the Bank decides in line with the Financial Consumer Protection guidelines, with the sole discretion to charge different rates on different accounts.

- d) Other charges and expenses In addition to the debits authorised by sub-clauses (a), (b) and (c) of this clause, all other proper expenses and charges including but not limited to the ledger fees, disbursement for cheque books, postage, cables, telephone calls, taxes, duties, impositions and expenses incurred in complying with the Customer's requests,

16. Statement of Account

- a) Subject to the Specific Terms and Conditions of the Account, the Bank will provide the Customer with a statement of the Account on a monthly basis covering all the transactions made in and out of the Account over the stated period therein. The Customer may request (at an extra fee) for the statement to be sent at different frequencies; and
- b) The contents of any statements of account or statement of any other nature which has been sent by the Bank to the Customer, and to which the Customer has not objected within Twenty eight days from the date of the statement, shall be deemed approved by the Customer and shall not thereafter be challenged by the Customer on any ground whatsoever including but not limited to lack of mandate, forged or inadequate signature;
- c) For all purposes, including any legal proceedings, a certificate by any director, manager and/or any authorised signatory of the Bank as to any matter relating to the Account and/or any Debit shall be conclusive and binding upon the Borrower in the absence of any manifest error.

17. Standing Orders/Direct Debits

- a) Standing Orders are instructions to remit funds either in-house from one account to another, or to accounts in other bank(s), periodically.
- b) Bank may permit customers to use standing orders or automatic debits, from the account, unless there are specific terms & conditions to the contrary.
- c) Bank reserves the right not to honour such instructions, if there is an insufficient available balance.
- d) In the event of non-payment, the Bank may levy a charge and debit the Customer's Account with the same.

18. Accounting & Transmission Errors

- a) Any money credited by the Bank to the Account in error must be repaid to the Bank together with any applicable interest within the Customer, The Bank reserves the right to reverse without prior notice to the Customer, any entry made to the Account in error, The Bank accepts no responsibility for the consequences of such reversals: and
- b) Payment orders; exchange operations and sales and purchases of securities in Uganda 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 correspondents nor any of its employees shall be liable for any mutilation, corruption (including without limitation) Cables, airlines, courier services, electronic mail, telex or facsimile system) howsoever occurring.

19. Interest

- a) Interest shall only be payable on the credit balance in an interest earning Account. Interest will be calculated at the Bank's specified rate (which may be varied by the Bank from time to time);
- b) Interest will be paid and credited to the Account as specified in the Specific Terms and Conditions of the Account; and
- c) Interest will be calculated on gross and any Tax that the Bank is required to pay will be detained from the Account:

20. General Lien

- a) Where a Customer is indebted to the Bank, the Bank has a general lien over all property/ assets of the Customer in the Bank's possession, including, but not limited to cash, goods, securities or valuables deposited for safe custody as security, cheques presented for repayment, bills and any other 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 Bank has a lien.
- b) Where the Customer is indebted in circumstances giving the Bank a right of set off all securities as set out in paragraph (a) hereof are held as security for the debt.
- c) The Bank may at any time give the Customer notice in Writing that if an accrued debt is not paid within a period being not less than 14 days of the notice then the Bank may without further notice realize sufficient of the Customer's assets to discharge the debt, Any part payment will be accepted strictly on account and without prejudice to the Banks rights.

- d) 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 attorney for the purpose of conducting the 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.
- e) The Bank is under no obligation in respect of any sale under sub clause(d) To the Customer other than for bad faith.
- f) 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.
- g) Deposits including those held in foreign currencies for a given period of time may be set off against debts notwithstanding that the period of the deposit has not expired.
- h) Where the customer's account is erroneously credited, the Bank may without notice reverse the transaction without incurring any liability whatsoever.
- (v) That the amount of any cheque is written as near as possible to the left side of the form to prevent any unauthorized addition of letters or figures;
- (vi) That any cheques and any alteration is signed by an authorized signatory
- (vii) That no unused cheque is given to any stranger or other person when the Customer does not have reasonable grounds for believing him to be trustworthy;
- (viii) The use only of cheques issued to the Customer by the Bank;
- (ix) That only cheques overprinted with an account number are used for that particular account.

21. Bank's Rights of set off

- a) The Bank may, without notice set off against any account or indebtedness of the Customer in any of the following circumstances:
- Any other account whether current, Loan, savings or any other type
 - Any time or other deposit.
 - The listing above is merely an outline of instances when the bank may exercise the right of set off.
- b) The Bank 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 in respect thereof. In such circumstances upon receipt of an indemnity acceptable to the Bank (against costs) and at the Customer's expense. The Bank will give the Customer any assistance necessary in obtaining a refund.

22. Variation and Termination of the Relationship

- a) The Customer may, upon the giving of notice, close the Account subject to the settlement of any payment due to the Bank and any account closing charges;
- b) If the Bank terminates or varies its relationship and/or closes the Account, it shall be the Customer's responsibility to notify others regarding such termination or variation.
- c) The Bank may at any time, upon a 14 day notice to the Customer, terminate or vary its business relationship. With the Customer and in particular but without prejudice to the generality of the foregoing the Bank may cancel credits which it has granted and require the repayment of outstanding debts resulting there from within such time as the Bank may determine.

23. Freezing of the Account

The Bank in its sole discretion may at any time. Freeze any Account of the Customer, if and for so long as:

- a) There is any dispute between the Customer and the Bank; or
- b) If the Bank has any reason to suspect that a fraud has been or is likely to be committed; or
- c) That the Account is being or is likely to be operated by the Customer for an illegal transaction; or
- d) The Bank has any doubt for any reason (whether or not well funded) that the customer is not the person(s) entitled to operate the Account without any obligation to institute interpreter proceedings or take any step of its own initiative for the determination of such dispute or doubt;
- e) The Bank is under a legal obligation to do so.

24. Cheque books

Cheque books are issued subject to the following conditions:

- a) The Customer agrees to look after and use any cheque book and any cheque form with the utmost care
- b) The Customer further agrees to ensure:
- That all unused cheque forms are kept in safe custody at all times;
 - that the Bank is informed immediately upon discovery by the Customer that any cheque book or any cheque form has been: stolen, lost or mislaid;
 - That any person preparing a cheque is authorized to do so;
 - That any cheque is prepared and signed in ink or other indelible writing materials.

c) The Customer is advised that:

- (i) Where possible any completed cheque should be crossed with two distinct lines in order to make the cheques negotiable only through a bank: and
- (ii) If it is known with which Bank the beneficiary of a cheque keeps his account then the name of the Bank should be added to the crossing in order to make the cheque negotiable only through that particular Bank.

d) On receipt, in a form accepted by the Bank of notice from the Customer to stop payment of a cheque, the Bank will record the notice. The Bank is not responsible if such notice is not acted on otherwise than through negligence. If by reason of negligence a cheque is in fact paid after receipt of such notice, the Bank will repay the Customer upon proof to its satisfaction that the payment has not discharged or partially discharged any liability of the customer to any party to the cheque and receipt of an assignment of the Customer's rights against all such parties but not otherwise. The Customer will give the Bank all assistance necessary to the enforcement of the assigned rights. If reasonable assistance is not forthcoming or if it proved that the payment has discharged an obligation of the Customer, the Bank may redebit the Customer together with costs of the action and is entitled to be paid this amount. Any notice given to the Bank to countermand payment of a cheque must clearly indicate the cheque number, amount, payees name and the account number. The Customer must advise the Bank if a lost cheque which has been stopped is found and a replacement issued.

- e) The customer reserves the right to give us written instructions to close his/her account as per the signed mandate
- f) The Bank may terminate your account immediately if the Bank has reasonable grounds to suspect the following:
- that you provided us with false information
 - that it is being used for illegal dealings.
- i) Upon closure of any account the Customer will return to the Bank any remaining uncompleted cheque forms relating to that account and the Bank will return to the Customer the value of any Revenue Stamps reimbursement for them which is obtained by the Bank.

25. Delay by Customer in lodging complaints

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

26. Cheques not drawn on Bank's forms in manner specified by the Bank.

The bank may refuse payment of any cheque not drawn on the Bank's cheque form in the manner specified by the Bank in accordance with these Terms and Conditions.

27. Individual Account

I, the undersigned request you to open an account(s) in the name of myself and authorize you until I give notice in writing to the contrary, to honor and to pay the debt of such account all cheques, drafts and orders, all bills accepted and all notes made when signed/endorsed by me.

28. Joint Accounts

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

- a) The holders of a joint account authorize the Bank to pay or deliver to, or to the order of, the survivors or survivor or the executors or administrators of such a survivor any monies standing to the credit of their joint account.
- b) All liability on a joint account is joint and several. We the undersigned request you to open a joint account in our names and authorize you, until anyone of us shall give you notice in writing to the contrary, to honor and pay to the debit of such account all cheques, drafts and orders, all bills accepted and all notes made when signed/endorsed by (either/all) of us or as per given mandate. You are also authorized to pay or deliver to or to the order of the survivor of us any moneys, securities or property standing to the credit of our joint account or held by you for us.

29. Sole Proprietorship

I, the undersigned request you to open an account(s) in the name of a firm which I am a sole proprietor and authorize you until I give notice in writing to the contrary, to honor and pay to the debt of such account all cheques, drafts and orders, all bills accepted and all notes made when signed/endorsed by me.

30. Partnership Account

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

- a) The partners authorize the Bank to carry out instructions countermanding payment of cheques bills of exchange promissory notes or other orders for payment when such instructions are given by any person whose name appears on the mandate whether or not that person has signed the original payment instruction.
- b) The partners should authorize the Bank to make advances with or without security by way of overdraft, loan or in any other manner on the request of the partners for the time being made in accordance with the mandate, and to discount bills and promissory notes on the request of the partners for the time being made in accordance with the mandate.
- c) The partners authorize the Bank to accept by way of pledge or deposit as security or for safe custody anything belonging to the partnership on the instructions of the partners for the time being made in accordance with the mandate, and to deliver the said instructions anything so accepted or held on account of the partnership.
- d) All liability of the partners to the Bank is joint and several.
- e) Upon any change in the constitution of the partnership, the partners will sign a new mandate.
- f) A mandate remains in force and may be acted upon by the Bank until it has either been revoked in writing by all or any of the signatories or until it has been replaced by a new mandate.
- d) We the undersigned being the present partners in the Firm hereby request and authorize you to open or continue a current account in the name of our said Firm until anyone of us gives you notice in writing to the contrary to honor all cheques drawn or bills accepted or notes made or receipts for moneys owed by you to the firm signed by one of us or our Manager and/or Officer whose specimen signature are appended hereto and to debit such cheques, orders, bills, notes and receipts to the firm's account with you. Upon any partner ceasing to be a member of the Firm by death or otherwise you may until receive notice in writing to the contrary from us or the legal personal representatives or trustees of any of us treat the surviving or continuing partners or partner or other partner for the time being as having full power to carry on the business of the firm and to deal with its assets as freely as if there had been no change in or dissolution of the firm. That we hereby authorize the bank to debit our account with the applicable charges for the legal search conducted on our account at the relevant agency/authority.

31. Search

We hereby authorize the bank to debit our account with the applicable charges for the legal search conducted on our account at the relevant agency/ authority for know your customer.

30.1 By signing these terms and conditions, the customer at their cost, irrevocably consents to the Bank's access to their personal data at the National Identification Registration Authority (NIRA) and to the disclosure of that data by the Bank, its officers and or agents, at its sole discretion to:

- a) Any regulatory or supervisory authority mandated by Law.
- b) Any Potential assignee of the Bank or other participant in any of its rights and or obligations in relation to the Customer's accounts;
- c) Any other Financial institutions for the purpose of fraud prevention.
- d) If compelled by law or a court of competent jurisdiction.

32. Dormant Accounts

The Account shall be deemed to have become Dormant where in respect to the Specific Terms and Conditions of the Account, the Account has become inoperative over a given period of time, as may be determined by the Bank from time to time.

The Bank may (including without limitation) apply any one or more of the following conditions to the Account, once the Account has been classified as Dormant.

- a) Ask Customer to provide in writing a request to reactivate the Account, signed as per the Mandate held.
- b) Confirm the validity and authenticity of the first transaction reactivating the Account.

- c) Suspend the payment of interest (if applicable).
- d) Suspend the issuance of Account Statements; and
- e) Charge a maintenance fee as may be determined by the Bank from time to time.

The above conditions will be necessary to safe guard the interest of the bank as well as that of the customer.

Inactive accounts

Your account will be inactive if there is no customer-initiated transaction on it for a period of 6 months. A notification may be given to you prior to reactivating or authorize its closure.

33. Deductions

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

34. Liability

- a) The Bank shall not be liable to the Customer for:
 - (i) Any loss of profit or opportunity or any consequential loss or damage to the Customer's reputation. The Bank shall not be liable in any way to the Customer or to any third party for making payment on the Customer's behalf or acting upon any written instructions presumed to be issued by the Customer even negligently, where the signature or content of the written instruction has been forged if the Customer has facilitated in such forgery and/or if there has been a previous forgery of the Customer's cheque or note of instruction to which the Customer has not previously objected to and/or if the Bank has exercised due care and acted in good faith in making such payment.
 - (ii) Any act or omission including any breach of its obligation under these General Terms and Conditions caused by circumstances beyond the Bank's reasonable control including but not limited to fire, strike, insurrection or not embargo, theft or burglary, delays in transportation or the requirement or regulations of any civil or military authority;
 - (iii) (where the Bank is operating the account by means of a software package or other accounting system) for the non-performance of the software which shall have occurred directly or indirectly as a result of adverse power fluctuation or damage resulting from fire, water, accidents, spillage of fluids. Connections to improper power supplies, faulty or incorrect electrical wiring or connection
- b) Subject to these General Terms and Conditions, where the Bank is found to be liable to the Customer for any loss, Injury or damage resulting from any willful or negligent, delay or error in carrying out the Customer's clear and unequivocal instructions, the Bank's liability will be the lower of:
 - (i) The amount of such loss, injury or damage; or
 - (ii) 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.

35. Payment by third parties

The bank may credit the customer with amounts paid by third parties. All instruments such as cheques, drafts, bills of exchange and other negotiable instruments or commercial documents, tendered for collection and credit to the Customer's account are accepted by the Bank subject to the following express terms and conditions. Instruments not payable at the Bank are accepted by the Bank only for transmission on behalf of the Customer, at the Customer's entire risk and responsibility.

Where the instruments are forwarded by the Bank by post or through courier services, to other banks or to any correspondent, or agent or sub-agent of the Bank, the Post Office and the courier, as also the bank or correspondent, agent or sub-agent of the Bank will be deemed to the Customer's own "agent for collection", even though couriers. Bank correspondents, agents or sub-agents are of the Bank's choice. The Bank will not accept any responsibility, and shall not be held liable, for any delay, mutilation or loss of any of the Customer's instruments, arising from or occasioned by transmission by post or through a courier, nor shall the Bank be responsible or held liable for any act, neglect, default, failure or insolvency of any bank, correspondent, agent or sub agent aforesaid and or their employees and for any loss or damages 'suffered by the Customer or by any other party as a result thereof.

36. Securities

At the request of the customer / his authorised representative a detailed List of the securities deposited on behalf of the Customer with the Bank on the Customer's account, or deposited in the name of the Customer with the Bank's correspondents, will be prepared and supplied to the Customer once a year (or more frequently subject to a fee to be charged at the Bank's discretion).

37. Safe custody Deposits

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

- a) The article is received by the Bank for the Account of the depositor.
- b) The article is received by the Bank 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 Bank accepts no responsibility for any such damages or loss except in so far as this Clause expressly provides to the contrary.
- c) The Bank undertakes to exercise reasonable care in looking after the article and in ensuring that no unauthorized person has access thereto: provided that the liability of the Bank for loss or damage of any one article and its contents (if any) attribute to the negligence of the Bank or its employees shall be limited to the sum of UGX.300.000/= unless the Bank has acknowledged in writing after such proof as it may require that such article together with its contents (if any) is of a specified value in excess of that sum.
- d) The Bank has a lien over the article and any such article deposited with the Bank for storage or safe- keeping for any outstanding charges payable to the Bank on account of the services provided by the Bank for the storage or safe- keeping of the article or any other such article, and pursuant to that lien the Bank is authorized to open any package or envelope containing the article or any other such article and to exercise in respect of the article or any other such article such rights as the Bank is permitted by these General Terms and Conditions to exercise over any property over which the Bank has a lien.
- e) The Customer will certify that any items / packages deposited do not contain any fire arm or other explosive device.
- f) In the event of the death of the depositor the Bank will release the article to the depositor's personal representatives upon production by such personal representatives of a certified copy of the depositors Death certificate and a valid grant of probate or letters of administration, and subject to payment of all outstanding charges due to the Bank in respect of the storage or safekeeping of the article.

38. Validity of Documents

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

39. Holdings and Credit in Foreign Currency

Subject to all laws and Government Regulations applicable:

- a) 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;
- b) Such accounts are in the Bank's name but are at the Customer's risks, and the Customer accepts responsibility for any ensuing consequences, including but not limited to consequences of legal, fiscal or other measures affecting the accounts.
- c) 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.
- d) All credits granted in foreign currencies are also subject to this clause.

40. Accounts in Foreign Currency

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

Opening of the account(s), there maintenance and all types of transactions in the account(s) will be subject to the Foreign Exchange regulations and instructions issued by Bank of Uganda as amended from time to time.

41. Accounting Periods

Accounts are made up at the Bank's sole discretion at the end of each monthly, quarterly, half-yearly period.

42. Indulgences

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

43. Confidentiality & Disclosure

- a) The Client / Guardian/ Parent hereby authorises the collection and use of confidential information of the Client by Exim Bank (U) Limited and the transfer by Exim Bank (U) Limited of any information relating to the Client to and between the branches, subsidiaries, representative offices, affiliates, representatives, auditors and agents of Exim Bank (U) Limited and third parties selected by any of them, wherever situated, for confidential use in connection with the provision of the Services to the Client, or for statistical analysis, credit scoring publicity/promotional activities and data processing purposes, and further acknowledges that any such branch, subsidiary, representative office, affiliate, agent or third party shall be entitled to transfer any such information as required by any law, court, statutory, regulatory or legal process.
- b) The Bank values the Customer's privacy and has a policy to hold in confidence information about the Customer and the Customer's Account. However the Bank may in certain circumstances disclose any information about the Customer to any person in connection with any actual or likely event of default by the Customer. This right to disclose includes disclosing information under these General Terms and Conditions (including the assignment or transfer of all the Bank's rights and obligations under these General Terms and Conditions). The customer authorises the Bank to respond, if it shall so choose.
- c) To any and inquiries (including without limitation any bank references) received from any other bank, financial institution or person providing credit or financial services, concerning the Account without any reference to the Customer.
- d) The Bank may give information, other than where the Customer is in default, to the following:
 - (i) Any credit reference, scoring or rating agencies.
 - (ii) Persons providing information or services to the Bank, (including without limitation a holding or group companies, subsidiaries or related parties) on the understanding that the information will be confidential and may not be further disseminated; and
 - (iii) Where the Bank is under a legal obligation to do or where it is in the interest of the public.
 - (iv) To know about your rights as a data subject, please visit the Bank's website www.eximbank-ug.com and read the Bank's privacy statement.

44. Assignment

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

45. Interpretation

- a) The expression the "Customer" and/or "person" shall include any natural person, firm, partnership, incorporate or corporate body, state, state agency, governmental authority in whatever name of style and when there are two or more included in the expression the "Customer" and/or "person" such expression shall include either one of such persons severally and/or all or both of them jointly.
- b) References to words denoting the singular number shall include the plural and vice versa and reference to the masculine gender includes a reference to the feminine gender and neuter and vice versa;
- c) Any obligation imposed by or resulting from the execution of these General Terms and Conditions which is undertaken by more than one person shall be a joint and several obligation of each of the persons who has undertaken it whether as principal, guarantor, indemnifier, surety or otherwise; and.
- d) Each of the provisions of these Terms and Conditions is severable and distinct from others. If at any time any of the Terms or Conditions hereof is or becomes illegal, invalid or unenforceable in any respect neither the Legality, Validity, nor enforceability of the remaining Terms and Conditions hereof shall in any way be affected or impaired thereby.

46. Variation / Amendments

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

47. Indemnity

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

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

48. Communications

- a) 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 of such dispatch in the absence of proof to the contrary.
- b) 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 then at the date and time of delivery, and if sent by post then four days after posting if sent to a Uganda address and seven days after posting if sent to an address outside Uganda; and in providing such dispatch by post it shall be sufficient to prove that the letter containing the communications was properly stamped and addressed and put into the Post Office.
- c) The Customer has no claim on the Bank for damage 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, telegraph, telephone, telex or any other means of communication.

49. Governing Law

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

INTERNET BANKING TERMS AND CONDITIONS

The Client must read the Terms and Conditions carefully before using Exim Bank (Uganda) Ltd's Internet Banking Services. By accepting these Terms and Conditions, the Client shall be deemed to have accepted the same and be bound by all these Terms and Conditions. Internet Banking and Mobile App.

1. Covenants of the Client

In consideration of Exim Bank (U) Limited performing the Services as mentioned above, the Client hereby declares, assures, undertakes and covenants as under.

- 1.1 The Client and members of its organisation, including the Users have knowledge of the use and functionality of the Internet and the security mechanisms suggested/ prescribed/ offered/ implemented by Exim Bank (U) Limited on the Site.
- 1.2 The Client shall install at its own costs, such hardware and/or software including such encryption and security technology as may be required by Exim Bank (enable the Client to access the Services, maintain secrecy and access to authorised Users only.
- 1.3 The Client undertakes and agrees to keep the password/s provided to/ chosen by the Client and its Users and the security mechanism provided/ implemented by the Bank, absolutely confidential and is bound by any and all transactions including but not limited to Payment instructions and Payment instrument request which are acted upon by Exim Bank (U) Limited on the usage of the correct passwords/ User identities and the security mechanism provided/implemented by the Bank. All passwords chosen by the Client would require to have such minimum characters or strings as Exim Bank (U) Ltd may from time to time specify.

1.4 The Client takes full responsibility for the safe custody of the security mechanism provided/ implemented by the Bank and the password required to access the Internet Banking and Mobile App and the Client shall be responsible for the use and/or misuse of the same. Any instruction(s) received by Exim Bank (U) Limited from the server/ PC/ operating device of the Client with a valid password shall be deemed to be an instruction/instructions given by the Client and the Client hereby expressly agrees to be bound by the same. Client should note that Exim Bank (U) Limited is entitled to utilise all such information received as evidence against the Client before any competent Court of Law or Judicial or Quasi-Judicial Authority or Tribunal or any other Statutory or Government authority.

1.5 Internet Frauds: Exim Bank (U) Limited shall endeavour to adopt security measures as available in the industry from time to time. However the Client acknowledges that the technology used including the Internet is susceptible to a number of frauds, misuse, hacking, virus attacks and afflictions, malicious, destructive or corrupting code, programme or macro which could affect the Services. This could result in delays in the processing of instructions or failure in the processing of instructions or inaccuracies in the processing of instructions or unavailability of the Site and/or any other such failures and Exim Bank (U) Limited shall not be responsible for the same.

1.6 Mistakes & Errors: The Client shall ensure that there are no mistakes and/or errors in the information and instructions given by the Client to Exim Bank (U) Limited.

2. Covenants of the client

In the event of Exim Bank (U) Limited making any changes, enhancements, and or modifications including, without limitation, any upgradation to the Services, the Client shall suitably modify and/or upgrade, at its own costs, its systems to comply with the Internet Banking and Mobile App system and avail of various Services provided by Exim Bank (U) Limited through Internet Banking and Mobile App and further agrees to execute such additional agreements, writings, documents as may be required from time to time as may be required by the Bank in this regard. The Client hereby agrees that Exim Bank (U) Limited shall not be liable for the failure of the Client to so modify and/or upgrade its systems to comply with the Internet Banking and Mobile App system requirements or for any losses, claims, damages, expenses and/or liabilities arising out of such failure of the Client.

3. Maintenance of Exim Bank (U) Limited Internet banking and mobile App.

3.1 Exim Bank (U) Limited may from time to time upgrade, modify, alter and/ or perform maintenance services on the Bank's Internet Banking and Mobile App (hereinafter collectively referred to as "Maintenance services"). Exim Bank (U) Limited shall endeavour to give prior notice of such routine maintenance service.

3.2 Exim Bank (U) Limited shall not be liable for any losses, damages and/ or expenses incurred by the Client in respect of any loss of access and/ or use or interruption in the use of the Internet Banking and Mobile App Services due to the Maintenance services being performed on the same.

4. Notices

4.1 All notices and communications under these Terms and Conditions shall be in the manner acceptable to Exim Bank (U) Limited from time to time.

4.2 All other notices, communications and writings pursuant to these Terms and Conditions may be delivered by hand, by mail, by overnight courier service to

4.2.1 If to Exim Bank (U) Limited to the following address:

Head Office:
Hannington Road, Plot 6
P.O BOX 36206,
Kampala , Uganda

4.2.2 If to the Client, to the address provided in the Application Form. All notices shall be deemed to be given.

4.2.3 If delivered by overnight courier or hand delivery, only on actual delivery;

4.2.4 If by mail then within a timeframe of postage as determined by Exim Bank (U) Limited.

Marginal notes

Marginal notes contained in these Terms and Conditions are for the information purposes only and are not conclusive as to the content of the clauses therein.

To Exim Bank (Uganda) Limited;

These are the Terms and Conditions referred to in the Account Opening Form signed by me/us and dated..... day of..... 20....., and which I have carefully read, understood and accepted.

Authorised Signatory:

(Name & Signature):

.....

Authorised Signatory:

(Name & Signature):

.....

Authorised Signatory:

(Name & Signature):

.....

Authorised Signatory:

(Name & Signature):

.....

COMPANY SEAL

Screened Against Sanctions (AML) database?

DETAILS	AUTHORIZED OFFICER	SIGNATURE
Account introduced by(RO/RM and the Code)		
Interviewed/Confirmed by		
All signatures verified by CSO		
Documents checked by RM		
Accounts approved by Branch Manager		
Account opened by CBU		
Account authorized by CBU		