

GENERAL TERMS AND CONDITIONS GOVERNING BANKING WITH EQUITY BANK LIMITED

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

OPERATION OF ACCOUNTS

1. Authorised signatories

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

2. Transactions

- a) The Customer may only give the Bank instructions in person or in writing unless the Bank advises the Customer that instructions may be given in a different way for a particular account or service. '
- b) The Customer authorizes the Bank to act on original signed instructions or documents drawn or -accepted in accordance with the signing instructions given in the account opening form until such time as the Customer shall give the Bank written notice to the contrary:
 - i) for making payments of cheques, draft bills, promissory notes, acceptances, negotiable instruments, standing orders, direct debits, mail and telegraphic transfers, purchases and sales of foreign currencies and any other instructions by debiting such account (s) whether in credit or otherwise; and
 - ii) to accept any other instructions regarding such account(s) including instructions for closure of account(s)
- c) The Bank may refuse to act on instructions if:
 - i) The instruction is not clear;
 - ii) The Bank has reason to believe that the Customer did not give the instruction; or
 - iii) The Bank believes that a law, regulation, code or other duty which applies to the Bank may be broken by carrying out the instruction.
 - iv) If a competent court of law order so '
- d) The customer may make any deposit or withdrawals in respect of any of their Account(s) at any of the Bank's branches subject to the production of evidence of identity satisfactory to the Bank and, to payment of any customer charges that may be levied by the bank from time to time. Equity Bank Limited reserves the right to restrict the withdrawal amounts from remote branches.

- e) If the customer makes a payment from an account without giving any necessary notice applicable to such account, the Bank may make a charge or reduce the interest payable on the account. Such charges or reduction of interest will be set out in the banks tariffs or other publications issued from time to time.
- f) The Bank is entitled to credit any funds received by the Bank on the Customer's behalf to the relevant accounts unless the Bank receives written instructions from the Customer to the contrary.
- g) Where the Bank receives several orders at approximately the same time the total amount of which exceeds the available assets of or the credit granted to the Customer, the bank may honour the orders in whatever manner it thinks fit within the limit of the funds available.
- h) Instructions on credits received after the closing time or on a next working day will be processed on the next working day.
- i) The Bank may permit, and apply limits to telephone and electronic instructions from time to time. The Bank may vary these limits at any time with immediate effect. The Bank will not honour any transaction that exceeds any of the said limits.
- j) The Customer may only cancel instructions if they have not been acted on. This will not apply where the Bank is irrevocably bound to process the transaction in question. The Bank is entitled to levy a charge for cancelling instructions.
- k) Where no overdraft has been agreed, or the limit of overdraft has been reached, the Bank may refuse to carry out any instructions which would result in there being an overdraft or cause the overdraft to be greater than that agreed, as the case may be.
- l) The Bank is entitled to demand the immediate repayment with interest and commission and other bank charges, costs and expenses including any legal costs incurred in connection with any Account that is overdrawn and or any garnishee orders or any expenses whatsoever at such rates as may be determined by the Bank from time to time in its absolute discretion.
- m) All amounts credited to an account while any overdraft or any other banking facility is current shall first be applied by the Bank to. Reduce any interest (including compound interest) payable until the interest is paid in full. Then and only then shall any such amounts so credited be applied to reduce the earliest amount outstanding of any such overdraft or any other banking facilities.
- n) The Bank acts only as the Customer's collecting agent and assumes no responsibility for the realisation of any items deposited with the Bank for collection.
- o) Any money credited to the Customer in error will be recovered from the customer and must be repaid immediately together with the applicable interest charge upon demand.
- p) The Bank reserves the right to debit any account that may have been credited with an item subsequently unpaid on collection.
- q) The Bank reserves the right to close any account which upon investigation was found to be opened with fraudulent documentation or with intent to carry out fraudulent activities
- r) The deposits and the payments are governed by the Laws in effect from time to time in Kenya and may be paid at any of our branches country-wide. Equity Bank Limited reserves the right to. restrict withdrawals to specific branches in Kenya.

3. Unpaid cheques

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

4. Use of Personal Identification Codes, Cards, security Procedures or codes

- a) The Customer will exercise due care and attention to ensure the safety and secrecy of any Personal Identification Number(s) (PIN), codes or security procedures. If the Customer makes a written record of any PIN, Code or security procedure, the Customer must make reasonable effort to disguise it and must not keep it with the card for which it is to be used.
- b) If the PIN or code is disclosed to any unauthorised person or if the Customer's Card is stolen, the Customer must immediately notify the Bank of such loss, theft or disclosure. Any oral notification must be confirmed in writing immediately. The Customer will be liable in respect of any Transaction Instruction given and acted on by the Bank prior to receipt by the Bank of notification of such loss, theft or disclosure.

5. Use of Automated Teller Machines and cards.

- a) The Bank will issue the Customer with a card(s) if the customer is eligible for the service subject to payment of such tariff as the bank may impose from time to time.
- b) The card must be signed for by the Customer immediately on receipt, and may only be used by the Customer subject to terms and agreements governing the card.
- c) The Bank may decide at its discretion to withdraw the right to use the card, refuse to renew, replace or reissue the card or refuse any request for authorisation.
- d) The Customer and any joint card holders will jointly and individually be liable for all card transactions debited to the customer's account.
- e) The Bank will not be liable, responsible or accountable to the Customer in any way whatsoever for any loss, injury or damage arising from the use of an Equity Bank Limited ATM card where it can be demonstrated that such loss arises from any fraud perpetrated by Bank employees.
- f) The Bank shall be entitled to charge the Customer for the replacement of any Card whether upon loss, destruction, expiry or otherwise.

6. Drawing of Cash.

- a) The Bank will pay cash to the Customer where the cheque is signed in the presence of the teller by an authorised signatory or authorised signatories.
- b) Where cash cheques are presented by employees or other known agents of the Customer, the employee or agent will be identified beforehand in a manner acceptable to the Bank.
- c) Where the Customer requests that the payment be made under paragraph (b) the Customer shall indemnify the Bank in respect of all payments made to the presenter of the cheque whether or not the money was received by the Customer and whether or not, the order for payment was in fact the order of the Customer.

7. Cheque books.

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

- a) The Customer agrees to look after, use and keep any cheque book and cheque leaf or form securely.
- b) The Customer further agrees to ensure:
 - i) That any person preparing the cheque is authorised to do so;
 - ii) That any cheque is prepared and signed in ink or other indelible writing materials;
 - iii) That the amount of any cheque is written as near as possible to the left of the space provided therefore to prevent any 'unauthorised addition of letters or figures;
 - iv) That the date of the cheque is not after the date on which the cheque is signed.
 - v) That any cheque and any alteration is signed by an authorised signatory;
 - vi) That no uncompleted cheque is given to any stranger or other person,
 - vii) That all uncompleted cheque leaves are kept in safe custody at all times.
 - viii) That the Bank is informed immediately upon discovery by the Customer that a any cheque book or any cheque leaf or form has been stolen, lost or mislaid.
- c) The Bank may refuse payment of any cheque not drawn on the Bank~sct1 cheque form in the manner specified by the Bank in these Terms and Conditions:
- d) The Bank shall not be liable in any way to the Customer for having honoured any cheque where the signature or content of which has been forged if;
 - i) The Customer has facilitated such forgery either by failure to comply with any condition in Clause 7 a) and 7 b) hereof or by negligence in any other way;
 - ii) There has been previous forgery of any cheque belonging to the Customer and the customer failed to object to the first statement of accounts which debited such cheque as provided by clause 22 hereof,
- e) The Bank shall not be liable in any way to the Customer for having "honoured even negligently any cheque that is post-dated.
- f) On receipt of a written notice from the Customer to stop payment of a cheque, the Bank will record the notice and stop the payment provided that such notice is received before the transaction sought to be stopped has occurred, The Customer hereby indemnifies the Bank against any loss, damages, costs (including legal costs) or demands incurred by it as a result of or in connection with a stop notice on which the bank has acted.
- g) The Bank may make a charge for stopping a cheque.

8. Deposit of Cheques.

- a) Proceeds of cheques or other instruments deposited are not available for withdrawal until collected by the Bank.
- b) Where any cheque or order is unpaid for any reason whatsoever (Including but not limited to physical loss), the Bank may debit the Customer with the amount previously credited (taking into account any exchange fluctuation where relevant) In respect of that cheque or order, together with Interest since the date of crediting if the account thereby is overdrawn.

9. Payment of interest on an Account.

The rate of Interest payable on any account may be provided by the Bank at its various branches in Kenya and further, the Customer accepts that this may be subject to change

without notice to the Customer. Interest on any account will accrue, from day to day, or as otherwise determined by the Bank In Its absolute discretion and will be credited by the Bank to the relevant account(s) at such a time as determined by the Bank. The Bank will deduct tax on interest before payment is made to the Customer unless the Bank can pay interest without deducting taxes under current legislation.

10. Fixed Deposit Accounts.

The Bank may at its sole discretion, allow premature withdrawal of fixed deposits. The Customer accepts that all such premature withdrawals will be subject to levy of penalties and charges, as the Bank may determine, and that these may be subject to change without notice to the Customer

11. Joint Accounts.

- a) Each of the, individuals constituting the Customer hereby authorises and empowers the other to endorse for deposit and to deposit with the Bank any and all cheques, notes or other instruments for the payment of money, payable and purporting to belong to either or both of them and should any such instruments be received by the Bank without having been so endorsed then the Bank is hereby authorised to endorse any such on behalf of the Customer and to credit the same to the Account.
- b) In the event of the death of any of the individuals constituting the Customer, the surviving individual(s) shall be entitled to dispose of any credit balance, security or property available to the Account and remaining unencumbered, freely without limitation.
- c) Any overdraft or other obligations incurred on the Account or otherwise shall be the joint and several liability of each and every individual constituting the Customer

12. Minor Accounts.

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

13. Accounts in foreign currency.

These deposits and their payments are governed by the laws in effect from time to time in Kenya and are payable only at the branch of Equity Bank Limited where the deposits were made. Equity Bank Limited has the sole discretion to allow withdrawal at other branches in Kenya. 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 risk, and the Customer accepts responsibility for 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's option Notice periods for all withdrawals may vary according to the currency.
- d) The Bank shall have no responsibility to the customer for

- i) Any diminution due to taxes or imposts or depreciation in the value of funds credited to the Account, which funds, in the Bank's sole discretion may be deposited by the Bank in the Bank's name and subject to the Bank's control with such depository(ies) as the Bank may select, or
- ii) The unavailability of such funds if, as a result of any threatened requisition, involuntary, distraint of any character, exercise of military or usurped powers or other cause(s) beyond the Bank's control, the Bank should decide, in the Bank's sole discretion, acting in good faith, to close, or to suspend or terminate operations in Kenya.
- e) The Bank will convert foreign currency at the exchange rate available on the first working day subject to the Bank's standard charges which will be deducted from the Customer's account. The timing of debits and credits to the customer's accounts will depend on the currencies involved.
- f) The Bank will accept foreign cheques and other items on terms available upon request Cheques payable abroad which may be received for payment into the Customer's account may be negotiated or collected at the Customer's expense. If cheques are returned unpaid for any reason, the Bank will debit the Customer's account even if the return takes place after the Bank has advised the Customer of payment of the cheque. Negotiation and collection of cheques shall be subject to, the current International Chamber of Commerce Uniform Rules for Collections.

14. Payment by third parties.

- 15. The Bank may credit the Customer with amounts paid in by third parties. Borrowing from the Bank.
 - a) The account holder may borrow money from the Bank, by way of overdraft or otherwise, upon such terms as may be agreed with the Bank. The Bank will be entitled to debit all such accounts with interest, commission and other banking charges (including legal charges) incurred in connection with any borrowings. Nothing herein constitutes approval of overdraft facility. Any such facilities must be applied for separately in accordance with the Bank's procedures and be expressly approved by the Bank in each case. It is accepted that the provision of any overdraft facility or other accommodation may be granted or refused at the sole discretion of the Bank. Their continuance or withdrawal at any time is also at the Bank's sole discretion.
 - b) The Bank may make credit reference agency searches and other inquiries when the customer asks for any borrowing products or if the customer requests an increase in overdraft or to increase borrowing from the Bank. The customer hereby authorises the Bank to share information with the Credit Reference Bureau provided that such information will be used for credit reference only.

16. Responsibility for borrowing.

- a) Individuals and sole traders are personally liable for any money owed to the bank.
- b) Joint account holders and partnerships are jointly and severally liable for money owed to the bank, even if one of the account holders has subsequently ceased to be a partner unless there is an agreement between the Bank and the customer in writing on the same.
- c) Individuals authorised to give instructions on account of Clubs, Charities, Churches and Societies are individually and jointly liable for money owed to the Bank, unless otherwise agreed with the Bank.

- d) The signatories to a Company's or Corporation's account are not personally liable for money owed by such companies or corporations to the Bank, unless they entered into a separate agreement to this effect with the Bank.

17. Interest.

If the Bank shall authorise the Customer to borrow from the Bank, by overdraft or otherwise, to such extent and for such period, as the Bank shall in its absolute discretion determine, the Bank will charge interest. The rate or rates will be determined by the Bank at all times at its sole discretion or as may be specifically agreed between the Bank and the Customer subject to such maximum/minimum rates as may be prescribed by-law. Interest on such overdrawn account shall be added every month to the principal amount overdrawn and shall become an integral part of the indebtedness of the Customer to the Bank. The Customer irrevocably and unconditionally agrees to pay any and all such interest to the Bank as and when and in whatever way the Bank determines at its sole discretion. The Customer hereby irrevocably and unconditionally waives any rights to demand or claim repayment of any interest (compound or simple as decided by the Bank) paid to the Bank on any overdraft or any other banking facilities arising in connection with its accounts.

18. Payment of Bank Charges and Interest Expense.

- a) The Bank is entitled without notice to the Customer to levy or impose all customary account banking levies and other charges and expenses in respect of any or in respect of any other banking facilities provided to the Customer by the Bank, and to debit the relevant Accounts in accordance with the Bank's normal banking procedures. Such charges are not refundable upon termination of any or all of the Customer's Account(s) or on termination of any service facilities. Bank charges include but are not limited to service fees, commissions, taxes and stamp duties paid on the customer's behalf. or charges, including disbursements for cheque books, postage, cables, telephone calls impositions and expenses incurred as a consequence of any dealings between the Bank and the Customer,
- b) Unless otherwise agreed in writing, interest on overdrawn accounts including loan accounts or on any other facility granted by the Bank, at a rate, which may be different for different accounts The Bank need not notify the Customer of any change in the rate of interest charged.
- c) The Bank may alter its charge for various services from time to time and such charges shall be effective notwithstanding that the customer may not have had notice thereof.

19. Validity of Documents.

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

20. Dishonoured Bills.

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

21. Errors of Transmissions and inadequate Execution of Orders.

All payment orders, exchange operations and sales or purchases of stocks, bonds or shares in Kenya or elsewhere, undertaken by the Bank for the account of the Customer shall be at the

Customer's own expense. Neither the Bank or any of its agents or correspondents nor any employees shall be liable for any mutilation, interruption, error or transmission, omission or delay occurring in any transmission medium (including without limitation, cables, airlines, courier services and telex and facsimile systems) however occurring.

22. Statements.

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

23. Complaints.

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

24. 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 of 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 with days of postage in proving postage it shall be sufficient to prove that the letter containing the communication was properly stamped addressed and delivered to the post office.
- c) The Customer has no claim on the Bank for damages resulting from losses, delays, misunderstandings, mutilations, duplications or any other irregularities due to transmission of any communication whether to or from the Customer, the Bank or any third party, by delivery, post, fax, telegraph, telephone, telex e-mail or any other means of communication.
- d) The customer authorizes the Bank to respond, if it shall so choose, to any and all inquiries received from any other bankers concerning the above Account(s) without reference to the Customer. For the avoidance of any doubt any such response may include a bank reference.
- e) The Bank may give information about the customer and how the customer manages accounts to the following:
 - i) Credit reference agencies duly authorised by the relevant regulators to carry on business as such in Kenya, who may use and give out information for credit assessments or to prevent or detect fraud, money laundering and terrorism
 - ii) People who provide a service to the Bank or are acting as the Bank's agents, on the understanding that these individuals will keep this information confidential.
 - iii) Anyone that the Bank transfers or may transfer rights to or duties under this agreement.
 - iv) Any person designated to be given such information pursuant to a valid order.

v) Other members of its group.

25. Right of Lien.

- a) The Bank has the right of lien on all properties of whatever nature (whether stocks, shares, bills precious metals or otherwise) deposited with or held by the Bank in the name of the Customer and may hold the same as security for the payment of the indebtedness due from the Customer to the Bank (whether by way of principal, interest, commission charges or otherwise whatsoever and whether such indebtedness shall be a fluctuating balance or otherwise) without prejudice to and the same shall not be affected by any other security held by the Bank for such indebtedness.
- 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 debit.
- c) The Bank may at any time give the Customer notice in writing that if an accrued debt is not paid within a stated period being not less than 14 days after receipt by the Customer of the notice then the Bank may without further notice realise sufficient of the Customer's assets to discharge the debt.
- d) If the debt is not discharged within the time allowed, the Bank may realise sufficient of the Customer's assets to discharge the debt, and the Customer constitutes the Bank his attorney for the purpose of conducting sale, giving title to the assets sold and all other necessary matters. Any sum remaining after such a transaction will be held for the Customer subject to these Terms and Conditions.
- e) The Bank is under no obligation in respect of any sale under subclause (d) other than for mala fides.
- f) Funds in foreign currencies which are subject to the Bank's lien may be set off against debts or realised at the rate of exchange current at the date of set off or realisation. The Bank accepts no liability for any loss caused by exchange fluctuations.
- g) Deposits including those held in foreign currencies, and for a given period of time may be set off against debts notwithstanding that the time period of the deposit has not expired.

26. Variation and Termination of Business Relations

- a) The Bank may at any time, upon notice to the Customer, terminate or vary its business relationship with the customer without assigning any reasons to it in particular, but without prejudice to the generality of the foregoing the Bank may cancel credits which it has granted and require repayment of outstanding debts resulting therefrom within such time as the Bank may determine.
- b) The Bank reserves the right to terminate its business relationship with the customer if the referees presented turn out to be unsatisfactory.
- c) The Bank may give the Customer a new account number and/or transfer the Customer's account to another branch if the Bank closes or combines branches. Any benefit or services that the Bank provides in relation to particular accounts will end as soon as the Customer's account is closed.
- d) The Customer may close the account(s) by giving prior written notice to the Bank. The Bank may however not close the Customer's account unless the Customer has returned any plastic cards, any unused cheques and any computer banking software that the bank has provided. The Customer must repay any money owed to the Bank, including amounts

of any cheques, card transactions or any other payment instructions made by the Customer that has not been debited to the Customer's account.

- e) The Bank may at any time freeze any account of the customer
 - i) at its own instance, if and so long as there is any dispute or the Bank has doubt for any reason (whether or not well founded) as to the person or persons entitled to operate the same, without any obligation to institute interparties proceedings or to take any steps of its own initiative for the determination of such dispute or doubt; or
 - ii) at the instance of any court or administrative order, or otherwise in circumstances where the Bank is bound to, close, freeze or suspend dealings on any of the above accounts without prior written notice to the Customer or, without being liable for any breach of any duty it may owe the Customer.
- f) In relation to any dealings in respect to any of the customer's account(s), the Bank shall not be liable for any loss resulting from transactions carried out following the customer's death, incapacity or bankruptcy (or any other analogous event or proceeding unless and until the Bank has received written notice of any such event together with such documentary evidence as the Bank may require. Further, the Bank shall not be liable to the customer for any loss, damage or delay attributable in whole or part to the action of any government or government agency or any other event outside the Bank's control including, without limitation, strikes, industrial action, equipment failure, interruption of powers supply.

27. Waiver

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

28. The Bank's Liability to the Customer

- a) Subject to all other provisions of these Terms and Conditions, the Bank will be liable to the customer for any loss, injury or damage resulting from any wilful or negligent failure, delay or error in carrying out the Customer's clear and unequivocal instructions, but the Bank's liability will be the lower of:
 - i) The amount of such loss, injury or damage: and
 - 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
- b) The Bank shall not be liable to the customer for not acting on the Customer's instructions for any reason under condition 2 (c) or 2 (i) or if the Bank cannot carry out its responsibilities under these control. These include machine failure and industrial disputes.
- c) That Bank shall not be liable in any circumstances for any losses which are not direct or which it could not have reasonably foreseen. The bank shall not be liable for any consequential loss or loss of profits and/or reputation.
- d) If the Bank suffers losses, costs, or other expenses as result of any breach of this agreement by any account holder, then the account holder shall be liable for these.

29. Modification of Terms and Conditions

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

30. Right of Set-off

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

31. Indemnity

The customer hereby agrees to indemnify fully the Bank against all costs and expenses (including legal fees) incurred by Bank in enforcing these terms and conditions and the recovery of any amounts due to the Bank or incurred by the Bank in any legal proceedings of whatever nature.

32. Governing Law

These terms and conditions and the account(s) shall be governed by the Laws of Kenya. The Customer irrevocably submits to the nonexclusive jurisdiction. of th'e Kenya Courts. The Bank may, however, bring any action(s) before the Courts in any other jurisdiction.

33. Death/mental incapacity of sole account holder

The bank will not be liable to act on any instructions given until duly confirmed letters of administration are availed. In the case of mental incapacity a court order appointing a guardian ad litem must be availed for authority to operate the account.