

GENERAL TERMS AND CONDITIONS FOR ACCOUNT OPENING AND OPERATION

1. Introduction

- 1.1. This is an agreement between the Customer and NMB establishing the terms and conditions for use of Services (the Terms). By signing the Terms, and applying for opening and operating an Account; the Customer confirms to have read, understood, accepted, and is ready to be bound by the Terms.
- 1.2. In addition, any relevant specific terms and conditions and the fees set out in Tariff Guide applicable at the time will apply. In the event of any conflict between the Terms and any specific terms, conditions and information related to any particular product or account, the relevant specific terms and conditions will prevail.
- 1.3. NMB will have the absolute discretion to amend or supplement the Terms and any specific terms and conditions (including rates of interest and any charges) at any time and such amendments will be subject to the approval of regulatory bodies. The Customer may be notified of any such change, in a manner to be decided by NMB.

2. Definitions

In these Terms, the following words and phrases will have the meaning stated hereunder unless indicated otherwise;

- 2.1. Access Code-means any of the secret codes (letters and numbers) used by the Customer to gain access to the Services, including, for example card number, PIN, Password, Token, Token Code, Digital Pass, CVV2 and user ID.
- 2.2. Account - means an account opened by the Customer with NMB.
- 2.3. ATM – means automated teller machine and it includes any machine or device that allows cash to be withdrawn from it and which may accept deposits of cash or cheques.
- 2.4. Bank or NMB – Interchangeably means NMB Bank PLC.
- 2.5. Card – means an electronic card (debit, credit, prepaid, ATM card or all of them as the context requires) issued by NMB at the request of the Customer.
- 2.6. Cardholder – means any person to whom the Card has been issued; whose account is to be debited in respect of the card transactions.
- 2.7. Customer – means any person or entity who is holding an Account with NMB, and includes joint account holders.
- 2.8. Electronic Banking Services- means services provided by NMB that enables a Customer to give instruction to NMB through Electronic Equipment.
- 2.9. Electronic Equipment- means any electronic equipment including but not limited to an electronic terminal such as a Point of Sale Terminal, ATM, computer and mobile device.
- 2.10. E-Statement means bank statement sent to or accessed by the Customer electronically.
- 2.11. Joint Account – means NMB account held by two or more persons whose operations are governed by the account operating authority.
- 2.12. Merchant – means any supplier of goods or services.
- 2.13. Password/PIN – means a unique security code used for access to and authorization of the Services.
- 2.14. Point of Sale Terminal (POS) – means an electronic data capture device used by a Merchant to capture and transfer data from a Card to the Merchant and/or a bank.
- 2.15. Service – means those services provided by NMB to the Customer.
- 2.16. Transaction – means any debit or credit on the Account, including, for example purchase of good or services, balance inquiries, withdrawal, deposit or transfer of money.
- 2.17. Terms – means these terms and conditions and any other supplementary terms (as may be amended from time to time) governing this Agreement.
- 2.18. Token – means a mobile device issued to the Customer to access the Services and includes any replacement Token issued.
- 2.19. Token Code – means a numeric code randomly generated at regular intervals and displayed by the Token.
- 2.20. User ID – means unique name/code to identify a Customer.
- 2.21. Interpretation
 - 2.21.1. All references to singular include plural and vice versa and the word “includes “should be constructed as “without limitation”
 - 2.21.2. A word importing any gender includes the other gender.
 - 2.21.3. Reference to any statute Act or other law includes all regulations and other instruments and all consolidation, amendment, re-enactment or replacement for the time being in force.
 - 2.21.4. All heading bold typing and italics (if any) have been inserted for convenience of reference.

3. Opening an Account

- 3.1. In order to open an account with NMB, the applicant must (i) duly complete the relevant application form made available by NMB so that it contains an accurate and comprehensive response to all the questions asked; (ii) attach all the documents referred to in the application form; and (iii) provide all such other information or documentation that may be requested by NMB.
- 3.2. The Customer will provide their specimen signature together with details of any authorized signatories and will ensure that such authorized signatory provides a specimen signature, as and when required by NMB.
- 3.3. The applicant must be confirmed by a reliable third party in line with the bank's internal regulations and procedures and NMB reserves the right to seek and take up references of such applicants in line with the applicable laws in connection with know your customer and anti-money laundering.
- 3.4. NMB may on receipt of an application to open an account and thereafter at any time, make inquiries about the credit record of the customer with credit reference bureaus or other parties as NMB may consider necessary or appropriate.
- 3.5. Only once NMB has confirmed to the applicant of their successful identification and the record of their data, will the Account for the customer be opened.
- 3.6. NMB may provide information to credit reference bureaus and other banks with respect to the conduct of any account of the Customer with NMB. Furthermore, NMB may provide the Customer's bank account name for display to mobile network operators (MNOs) when confirming transactions from MNO to the Bank.

4. Account Security

- 4.1. The Customer will be solely responsible for the safe keeping and the confidentiality of the statement of the Account, balance confirmation certificate, Access Codes and such other item relevant or pertaining to the Account, and do their utmost efforts to prevent the loss of and /or use of the same by any third party.
- 4.2. The Customer shall keep NMB informed immediately upon becoming aware that either the Card/Token (as the case may be) is lost/stolen or any of the Access Codes is compromised. Any oral notification (0800-002002) must be confirmed in writing within 24 hours. The Customer shall be liable in respect of any Transaction or instruction(s) prior to receipt of notification by NMB.
- 4.3. The Customer shall bear consequential losses resulting from failure to safeguard their Account details/Access Codes/Card/Token. NMB will not be liable for any Customer disclosure of account details/information/Access Codes to any third party arising out of/in connection their Transactions. In case of a dispute as to the effective time the report was made, the date and time of receipt of written confirmation shall be conclusive evidence to be regarded as the date of notification of NMB.

- 4.4. NMB shall upon a written request by the Customer, issue a replacement Card, Token and Access Codes at the applicable replacement charges.
- 4.5. NMB may at its own discretion, based on set of rules, alerts and fraud experience stop any transaction that may amount to denial of Services with the aim of protecting the Customer against any fraudulent transactions. The Customer pledges to hold NMB harmless under such circumstances.

5. Card Issuing and Acquiring

- 5.1. The Card remains the property of the Bank and is not transferable to a third party. The Bank may suspend the use of the Card without notice to the Customer.
- 5.2. The Card may be used to authorize a Transaction in any manner permitted by the Bank. This may include the use of a card number without the physical Card.
- 5.3. A card must be signed immediately on receipt by the Customer to validate unless otherwise not required by NMB.
- 5.4. NMB or any other Bank may impose transaction limits on different types of transactions that may be made using the Card.
- 5.5. Card transactions shall be evidenced by a receipt issued by the Merchant and duly signed (either manually or electronically) by the Cardholder.
- 5.6. If the Card is used abroad, NMB shall convert the Transaction amount into Tanzanian Shillings at the applicable international card exchange rate on the date NMB receives the details of the Transaction, subject to the exchange control regulations of the Bank of Tanzania as stipulated from time to time.
- 5.7. A Customer intending to travel abroad (with the intention to spend above the transactional limits) must notify NMB of their foreign exchange needs and provide supporting documentation, in order for NMB to set appropriate limits according to Customer's requirements as per the applicable law. NMB shall otherwise maintain the normal daily cash withdrawal limit.
- 5.8. The Cardholder will not be able to stop the Transaction once NMB has already authorized the Transaction.
- 5.9. If a Merchant makes a refund, NMB shall credit the Account upon receipt of funds. NMB shall not be liable for or responsible for any delays. The refund shall be effected using the prevailing exchange rates at the time of the refund.
- 5.10. NMB shall not be liable to the Cardholder if any Merchant or any bank refuses to accept the Card, if the Card fails to work or if payment is denied for whatever reason.
- 5.11. Improper use of the ATM or key in of the wrong PIN will result into automatic retention of the Card, which may only be recovered by going to the domicile branch with proper identification if used within NMB ATMs.
- 5.12. For a Card issued to holders of a joint bank account, the holders of the joint bank account shall be liable for the

card transactions jointly and severally. Any changes to the account mandates should be notified in writing to the Bank. If the mandate is withdrawn, the joint account holders shall be liable in respect of any transaction affecting the Account through the use of an access code.

5.13. Card Disputes

5.13.1. A Cardholder can and may decide to raise a claim on Transactions that he/she does not recognize, did not authorize, processed erroneously or when goods and/or services were not rendered. Any claim must be raised to NMB within 100 days from the date of the Transaction.

5.13.2. In case of a dispute as to the time the report of a disputed Transaction was made by a Customer, the date and time of receipt of written confirmation to NMB shall be conclusive evidence.

5.13.3. Notwithstanding Clause 5.13.1, NMB shall not be liable for:-

5.13.3.1. the refusal of any Electronic Equipment or Merchant to accept the Card; and

5.13.3.2. any defect or deficiency in goods or services supplied to the Customer by any Merchant.

5.13.4. The Customer shall resolve any complaint directly with the Merchant and no claim against the Merchant may be set off or claimed against NMB.

5.13.5. The Bank may investigate any disputed Transaction as per the relevant card rules and give feedback to a Customer.

6. Internet Banking Services

6.1. Transactions shall be entertained at all hours, subject to availability of connectivity. NMB shall not be liable for any delay on any Account or Transaction except those transactions that arise out of its proven gross negligence.

6.2. A Transaction shall be considered to be complete once an entry passes on the Customer's Account.

6.3. For access to and authorization of internet banking, the Customer shall be allotted with an Access Code.

6.4. The Customer is responsible for all instructions authorized by an Access Code regardless to whether an instruction is from the Customer or a third party.

6.5. The Bank may provide international electronic fund transfer service upon Customer's written request. The rate of exchange applying to each Transaction shall be NMB's prevailing rate of exchange for the relevant currencies at the time a transfer is processed, and not at the time the instruction is entered by the Customer.

7. E-statement

7.1. The Customer hereby agrees and gives consent to NMB to send e-Statement(s) related to the Account(s) through an email address provided by the Customer to the Bank.

7.2. The Customer agrees that all e-Statement(s) sent by NMB for the Account(s) shall be accepted and upheld as correct.

7.3. The Customer fully understands the risks associated with transmitting e-statements(s) and therefore waives their legal rights from taking any legal action against NMB associated with providing this service.

7.4. The customer has the right to request and be provided with the e statement of the account upon request.

8. Conduct of an Account

8.1. Transactions are entertained normally during banking hours at the branch where the Account is maintained or at any of NMB's branches, save for Electronic Banking Services.

8.2. NMB in its sole discretion may restrict the number of Transactions in the account per day.

8.3. NMB shall not be obliged to carry out any instruction unless and until the Customer's Account(s) has sufficient funds to pay the relevant amount together with any fee or charge imposed by NMB in connection with the Service.

8.4. NMB shall act on any court order, administrative order or any directive issued under law, regulators or agreements with any regulator or any authority. NMB will act in accordance with them and the Customer agrees not to commence proceedings against NMB in relation to such actions.

9. Giving Instructions

9.1. The Bank shall act on instruction from the Customer or any authorized person. NMB will act on instructions given in a document bearing the original signature of the Customer (or his authorized signatory). For Electronic Banking Services, use of Access Code is evidence that the instructions is authorized by a Customer.

9.2. The Customer agrees that the use of Access Code is adequate identification of a Customer. The Bank shall act on instructions provided using Access Code without obtaining any further written confirmation from a Customer.

9.3. Instruction must be given in writing, save for Electronic Banking Services. The Customer is responsible with ensuring the accuracy of all instructions given to the Bank.

9.4. All instructions once received by the Bank cannot be reversed and are binding to a Customer.

9.5. NMB at its discretion may, in some circumstance allow instructions to be given by telephone, email, facsimile transmission or other means of transmission, provided that there is evidence of communication and NMB's procedures have been followed and an indemnity has been issued to that effect.

9.6. NMB may refuse to act on any instruction, if the instruction is not clear, or if NMB believes that; (i) doing so will contravene any applicable law or regulation or court/administrative order or; (ii) NMB reasonably believes that instructions may involve fraudulent or other series of criminal behavior.

10. Joint Account Holders

- 10.1. Where an Account is to be opened or operated in the name of more than one person, the right and obligations of each joint account holder and other matters with respect to the operation of the Account will be performed as last agreed in writing by all of them with NMB.
- 10.2. If there is no agreement to the contrary pursuant to clause 10.1 the account holders will have joint and several liability and each joint account holder will be deemed to have full authority to operate the Account, and to make withdrawals and transfers from the joint- account, without the consent of the other joint account holders.
- 10.3. In the event there are conflicting instructions between joint account holders, NMB reserves the right to stop accepting instructions from any account holder and may suspend the operations of the Account until NMB receives written confirmation from all joint account holders, their legal representative(s) or a relevant court order.
- 10.4. If the account mandate is "one to sign" and the Bank receives information that an account holder becomes incapacitated, the Bank may suspend operation of the Account until it is satisfied that all other account holder(s) are aware of the circumstances and the legal representative(s) of the affected account holders has provided the information required to resume operation of the Account.
- 10.5. If the account mandate is "all to sign" and the Bank is notified that an account holder becomes incapacitated, the Bank may only accept instructions from the affected account holder's legal representative and all other account holders.
- 10.6. If one of the account holders dies, the Bank may suspend operations of the Account until the legal personal representative(s) of the affected account holder(s) has provided the information required to resume operation of the Account in line with the applicable law.

11. Dormant Account

- 11.1. NMB may classify an Account as dormant if there are no Customer induced transactions for 12 months. Customer induced transactions will mean any credit or debit transactions done by a Customer in his Account through the following models,
 - 11.1.1. Cash deposit/withdrawal
 - 11.1.2. Electronic Banking Services
- 11.2. NMB may in its sole discretion deny services /or transaction in the account of a Customer which has been classified as dormant.

12. Changes of the Customer Details

The Customer must notify NMB immediately in writing (or at the discretion of NMB) of any changes of the name or residential or correspondence address (in each case providing such evidence as NMB may require) or any cancellation or change in any authorization by such customer.

13. Collection Facility

- 13.1. Cheque, draft, bills, dividends/ interest warrants and other instruments issued in favor of the Customer are accepted for collection on Customer's behalf. The collection of outstation instruments entails collection charges. NMB shall not be held responsible or accountable for any loss, delay, mutilation or interception of the instruments that are accepted on the customer's behalf except where such losses, delay, mutilation or interception are caused by NMB.
- 13.2. NMB has authority to debit the account to recover any amount credited erroneously to the Customer's Account without notice to the Customer.
- 13.3. Local cheque, etc., may be tendered for collection sufficiently early in the day as required vis a vis the local clearing house timings. Withdrawal against clearing cheque will normally only be permitted against cleared balances as per clearing house rules.
- 13.4. In cases where a cheque is returned, the amount in respect of which had already been credited to the Account and/or in respect of which withdrawal was permitted, NMB will reverse the credit of such amount and debit the amount of the returned cheque. In such cases, where the Account does not have sufficient funds, the outstanding amount credited shall be immediately debited in a manner to be decided by NMB or when there are sufficient funds in the account. The service charges, penalties and other charges as applicable will also be levied by NMB in such instances.

14. Death or Incompetence

NMB reserves the right to freeze the account and stop operations of a deceased person's account. In the case of a joint account, the Customer agrees to notify NMB promptly if any of the other joint account holder(s) dies or is declared incompetent by a court of law. NMB may place a freeze on the Account and stop all operations in such an instance. The bank may retain the freeze on the Account until it establishes the identity and credentials of the successor/ beneficiary to its satisfaction.

15. Non – Transferability

The Account and Services provided to the Customer are not transferable under any circumstance and will be used only by the Customer/s. NMB will however have the right to transfer, assign or sell all its rights, benefits or obligations to any person and these Terms will continue to be in force and effect for the benefit of the successors and assignees of NMB. NMB will also notify the general public of such changes.

16. Notices

Notices in respect of the Account, the Services and facilities in connection with the Account may be given prior by NMB to the Customer in a manner that is deemed appropriate by NMB. All notices in connection with the Services or the Account by the Customer to NMB will be in writing and sent to NMB only upon acknowledgement of receipt of the same in writing by NMB.

17. Customer Borrowings

- 17.1. The Customer may borrow money from NMB only upon such terms as may be agreed in writing between the Customer and NMB.
- 17.2. Any such facilities must be approved in advance by NMB in each case. The applicants accept that the provision of any facility or other accommodation may be granted or refused at the sole discretion of NMB.
- 17.3. NMB will charge interest in any overdraft or other banking facilities compound or simple as determined at the sole discretion of NMB (or as may be specifically agreed in writing with the Customer). The Customer irrevocably and unconditionally agrees to pay any and all such interest to NMB as and when and in whatever manner NMB determines or directs.
- 17.4. The Customer will be liable to repay any amount owed to NMB.

18. Payment of Interest

Interest may be paid on the amount above the minimum credit balance maintained during a certain period. The percentage paid shall be determined by NMB from time to time.

19. Cost; Fees and Expenses; Deduction from Account

- 19.1. NMB will have the right to charge applicable fees as detailed in the current Tariff Guide and fees may be varied from time to time.
- 19.2. NMB will have the right to debit any Customer account in respect of any fees, expenses (including, without limitation, legal cost, taxes and stamp duties), interest, commission paid or incurred on its behalf, or charges levied as a consequence of any dealings between NMB and the Customer and NMB may notify the Customer of such action(s).

20. Banks Lien and Set off

In addition to any general lien and other rights or remedies to which NMB may be entitled, whether by operation of law or otherwise, NMB may at any time and without notice combine or consolidate any or all Accounts of the Customer in any currency and may set off or transfer any amounts standing on to the credit of any such account in or towards the satisfaction of any liabilities of the Customer to NMB, regardless of whether such liabilities are several or joint.

- 20.1. NMB will have a lien on all claims to which the Customer will be entitled to arising from the relationship between NMB and the Customer.
- 20.2. The lien serves as security for all existing, future and conditional claims against the Customer, to which NMB is entitled as result of entering into a banking business relationship.

21. Termination of Relationship

- 21.1. The Customer may at any time and without giving any reasons by notice in writing, terminate either the whole of the relationship with NMB or particular service(s) relating to a particular product(s). In the case of joint holders, all account holders must sign. Such termination shall be without prejudice to any rights accruing up to the period of termination.
- 21.2. NMB may at any time and without giving any reasons after giving 30 days written notice, terminate the whole of the relationship with Customer or any particular service (s) relating to a particular product(s), such termination to be without prejudice to rights accruing up to the period of such termination. However, NMB will be entitled to terminate the whole of the relationship with Customer immediately if it reasonably believed that (i) The Customer has been involved in fraudulent behavior or other serious criminal behavior; (ii) The Terms or any specific terms and conditions have been materially breached (iii) The relationship between NMB and the Customer has irretrievably broken down; or (iv) The Customer (including any joint account holder constituting a part of Customer) has been adjudged bankrupt, insolvent or their affairs have become subject to administration, receivership or any similar process.
- 21.3. On termination of any Account, the Customer will return such Items as may be requested by NMB (including, without limitation, all Cards, Electronic Equipment and unused cheque). The Customer must immediately repay any amounts outstanding in favor of NMB.

22. Exclusion of Liability

- 22.1. NMB shall not be liable to the Customer for any loss or damage (other than which cannot be excluded in law) that the Customer may suffer in the following instances:-
 - 22.1.1. NMB having acted upon the Customer's instructions received using the Access Code or following receipt of any information from the Customer;
 - 22.1.2. Any misuse or abuse of the Service by the Customer;
 - 22.1.3. NMB's services being unavailable;
 - 22.1.4. The Customer's fraudulent act;
 - 22.1.5. The Customer's failure to exercise reasonable care;
 - 22.1.6. The Customer's failure to follow security requirements or these Terms;
 - 22.1.7. *Force Majeure*, which shall mean any event beyond the reasonable control of the Bank and which could not reasonably have been foreseen by it at the date of signature of these Terms. The Bank or the Customer shall as soon as reasonably possible after becoming aware of the force majeure event, notify either party thereof, stating the nature, extent and expected duration of the same.

- 22.1.8. Any interruption, malfunction, downtime, off-line situation or other failure of the site or online services, NMB's system, databases or any of its components, beyond NMB's reasonable control;
- 22.1.9. Any loss or damage with regard to the users data or other data directly or indirectly caused by malfunction of NMB's system, third party systems, power failures, unlawful access to or theft of data, computer viruses or destructive code on NMB's system or third party systems, programming defects; and
- 22.1.10. Any interruption, malfunction, downtime or other failure of goods or services provided by third parties, including, without limitation, third party systems such as the public switched telecommunications service providers, internet service providers, electricity suppliers, local authorities and certification authorities, or any event over which NMB has no direct control.
- 22.1.11. The bank will notify the customer upon occurrence of the instances stated in sub clause 22.1.8 and 22.1.9.
- 22.2. In these Terms, any exclusion or restriction of a liability or remedy is only valid to the extent of that liability or remedy.
- 22.2.1. Does not arise from death or personal injury;
- 22.2.2. May by law be excluded or limited, and
- 22.2.3. Does not arise from fraud or dishonesty by the person relying on the exclusion or restriction.
- 22.3. Neither NMB, its officer nor employees will be liable for any unauthorized withdrawal from or access to, any account.
- 22.4. Any documentary evidence provided by NMB regarding an Account will be considered to be final and conclusive proof of the status of the Account.
- 22.5. NMB will not be liable to the Customer for any failure to fulfill any obligation caused by circumstances outside its reasonable control, or for failing to act pursuant to clause 10.3.
- 22.6. NMB's liability to the Customer for loss or damage resulting from the failure, delay or error in carrying out instructions will in any event be limited to the lower amount of such loss or damage and the amount of any interest not received or paid by Customer as the result of such failure, delay or error. NMB will not be liable to the customer for loss of business, loss of good will, loss of opportunity, loss of profit or any type of special consequential or indirect loss whatsoever.
- 22.7. NMB will not be liable for any loss that is not suffered by the Customer directly, or that NMB could not reasonably foresee. NMB will notify the customer upon occurrence of any loss described herein.
- 22.8. NMB will not be liable to the Customer in respect of its
- taking any action required by law, including, without limitation, pursuant to any order to freeze the account(s) of the customer or any garnishee order.
- 22.9. The Customer hereby agrees that the Customer will, at their own expense indemnify, defend and hold harmless NMB from and against any and all liability any other loss that may occur, arising from or relating to the operation or use of the Account or Services or breach, non-performance or inadequate performance by the customer of any of these terms and conditions or the act, error, representation, misrepresentations, misconduct or negligence of the Customer in performance of its obligations.
- 22.10. Under no circumstances will NMB be liable to the customer for any indirect, incidental, consequential, special or exemplary damages in connection with the Account or the Services.
- 22.11. NMB will not be liable as a result of the customer's failure to perform any obligation contained in these Terms for any loss or damage whatsoever suffered or incurred by the Customer howsoever caused and whether such loss or damage is attributable (direct or indirect) to any dispute or any other matter or circumstance whatsoever.
- 22.12. The Customer will indemnify NMB as collecting banker for any loss or damage that NMB may incur or suffer by guaranteeing any endorsement or discharge on a cheque, bill or other instrument presented for collection and such guarantee given by NMB will be deemed to have been given in every case at the Customer express request.
- 22.13. If any sum due and payable by the Customer is not paid on the due date, including without limitation any money claimed under this paragraph, the Customer will be liable to pay interest on such unpaid sum at such rate or rates as NMB may from time to time stipulate from date payment is due up to the date payment.
- 22.14. The Customer will solely be responsible for ensuring full compliance with all applicable laws and regulations in any relevant jurisdiction in connection with establishment of their account with NMB.
- 22.15. The indemnities as aforesaid will continue notwithstanding the termination of the Account.

23. Data Protection

NMB will be entitled to keep personal details supplied by the Customer and others in connection with or relating to the relationship between NMB and the Customer on electronic database, manual filing system or in any other way.

24. Confidentiality

- 24.1. NMB will maintain and preserve its duty of confidentiality in relation to the Customer's financial affairs in accordance with Tanzania law and generally accepted international banking practice. NMB will only pass on information related to Customer if it has a duty (or is legally required) to do so, or if the customer has requested or consented to the release of such information, or pursuant to clause 3.6 or otherwise.

- 24.2. You acknowledge and agree that we may disclose or transfer any information that you provide to us that we deem necessary, at our sole discretion without giving reasons, therefore. For the avoidance of doubt, we may disclose or transfer information:
- 24.2.1. where such disclosure is required for the provision of the Services;
 - 24.2.2. to any of our affiliates or service providers; or
 - 24.2.3. if we have a right or duty to disclose or are permitted or compelled to so disclose such information under any Regulations or otherwise under any applicable law.
- 24.3. You consent to the transmission, transfer or processing of any information you provide to us to, or through, any country in the world, as we deem necessary or appropriate.
- 24.4. Waiver Of Confidentiality/ Data Protection For U.S. Person
- 24.4.1. Customers classified as "United States Person" as defined under applicable U.S. Tax Laws, will provide NMB with a duly signed Form W-9 complete with the U.S. Taxpayer Identification Number (hereinafter referred to as "**U.S. Customer**"). The U.S. Customer will undertake to inform NMB immediately of any changes relating to the above declaration.
 - 24.4.2. As a result of the U.S. Tax information and reporting requirements, the U.S. Customer instructs and authorizes NMB (including its agents) to disclose information about the Relationship Client to the U.S. Internal Revenue Service ("IRS"). The information to be disclosed includes but is not limited to transaction information, account balances and the information disclosed in Form W-9
 - 24.4.3. The customer releases NMB from any and all domestic banking confidentiality requirements which may prevent compliance with FATCA (Foreign Account Tax Compliance Act, U.S.A).
- 25.5. NMB may contact the Customer about NMB's other services which NMB believes may interest the Customer unless the Customer has informed NMB in writing that they do not wish to receive this information.
- 25.6. The Customer will notify NMB upon the occurrence of any event that would have entitled NMB to terminate the whole or any part of its relationship with customer pursuant to Clause 25.2.
- 25.7. A Customer may contact our customer care through tuambie@nmbbank.co.tz or 0800 002 002.

26. No Encumbrances

The Customer will not create or permit to subsist, any encumbrance or third party interest over or against any account (s) with NMB or any monies lying therein without NMB's express prior written consent.

27. Validity of Terms and conditions

If any term in these Terms and Conditions or any relevant specific Terms and Conditions is held to be invalid, in whole or in part, that term or part will be deemed not to form part of these Terms and Conditions or specific Terms and Conditions, as applicable. The enforceability of the remainder of the terms and conditions will not be affected.

28. Entire Agreement

These Terms together with any relevant specific terms and conditions, the Tariff Guide and any specific agreement in writing between NMB and the Customer form the entire agreement between NMB and the Customer.

29. Applicable law and jurisdiction

- 29.1. These Terms and any specific terms and conditions and specific agreements in writings between NMB and the Customer will be governed by, and interpreted in accordance with the laws of Tanzania.
- 29.2. Any dispute arising out of or in connection with these Terms shall be settled amicably between the Parties. If the Parties are unable to resolve the dispute amicably, such dispute shall be finally resolved by a court of competent jurisdiction within the United Republic of Tanzania.
- 29.3. The Customer irrevocably agrees that the Courts of the United Republic of Tanzania will be the jurisdiction to settle any claims, difference or dispute which may rise out of or in connection with NMB's relationship with the Customer, including as regards these Terms, any relevant specific Terms and Conditions and any specific agreements in writing between NMB and the Customer.
- 29.4. Notwithstanding the provisions of the Clause 29.2, NMB will be entitled to take proceedings against the Customer in any other court of the competent jurisdiction.

25. Communications

- 25.1. Unless NMB notifies a specific address to the Customer, any letter, notice or other documents in respect to the Account may only be served on NMB by the Customer at the branch of NMB with which the Customer principally does business.
- 25.2. Any letter, notice or other document served by NMB to the Customer will be deemed to be served if sent by post and addressed to the Customer at the last notified address, 72 hours after posting it in Tanzania, and 144 hours to any other country.
- 25.3. NMB may issue notices and communications by way of public announcements in daily newspapers, posters and billboards, televisions or radios.
- 25.4. NMB may monitor and record telephone calls to verify that the Customer's instructions have been carried out correctly, and to improve NMB's quality of service.

30. Complaints

In the event of a cause for complaint, the Customer should write in the first instance to the manager of the branch of NMB with whom the Customer principally does business and only if the Customer remains dissatisfied, the Head Office of NMB or visit the nearest branch for assistance or contact us through our channels.

I have read, clearly understood and agree to abide to the terms and conditions of this contract.

Name: _____ Signature: _____

Place: _____ Date: _____

For internal use only:

Signed in the presence of:

Signature: _____

Officer's name: _____

Officer's position _____