

GLOBAL ACCOUNTS CONDITIONS

Please read carefully. It provides you with important Information about Your Nyasa Capital Finance Account(s)

A. TERMS SCOPE

The information contained on this page together with any further instructions and conditions that may be prescribed by the MFI from time to time shall constitute the terms of the agreement between the customer and Nyasa Capital Finance when this application form has been signed. It will be deemed to have been accepted as binding on the customer and the Nyasa Capital Finance representative office or affiliate where the account is held.

These conditions apply to each account opened under the Account Opening Form or in any other acceptable manner.

Nyasa Capital Finance may supply cheques, payments instruments and related materials to the Customer and the Customer will make reasonable efforts to avoid any fraud loss, theft, misuse or dishonor in respect of them. The customer will promptly notify Nyasa Capital Finance in writing of the loss of theft of any check or payment instrument and will return to Nyasa Capital Finance or destroy any unused checks payment instruments and related materials when the relevant Account is closed.

E. OVERDRAWN ACCOUNTS

The MFI reserves the right to use credit balances on your account(s) to offset any Outstanding exposures on any of your accounts.

A certificate signed by a Manager of our MFI containing details of an amount, including interest owed by you, will be enough proof thereof unless the contrary is proved.

We shall regard the latest postal or residential address given by you to us as the address where notices may be given and documents in legal proceedings may be served.

If necessary, we may take legal action against you in an appropriate Court of Law if our claim exceeds its jurisdiction. You shall be responsible for payment of all our reasonable expenses in recovering any amounts you owe us, including legal fees on an attorney and own client basis collection fees and tracing fees or any other fees we may incur as a result of our efforts.

F: STATEMENTS AND ADVICES

Statement and Advices can be delivered to the Customer either physically by post or electronically (e-Statements or e-Alerts)

Where requested the MFI may provide electronic Statements or SMS-Alerts of other similar service to provide information on transactions. The service is provided "as available" and without any warranty of fitness for a specific purpose. We do not warrant that this service will always be uninterrupted or that any information provided is accurate and current as at the time it is received. The MFI disclaims responsibility for the service provided by any network provider.

Irrespective of the channel used to deliver the statement of advice the customer will notify Nyasa Capital Finance in writing of anything incorrect in a statement of advice promptly and in any case within thirty (30) days from the date on which the statement or advice is sent to the Customer.

G: INTEREST, FEES AND OTHER AMOUNTS

You will be liable for the payment of interest charges at the rate fixed by the MFI from time to time for

any outstanding debit on your overdrawn savings account. The savings account may also be debited for the MFI's usual banking charges, interest, commission etc

Unless otherwise agreed, Nyasa Capital Finance may modify at any time the rate of interest

Any anomaly in the entries on your MFI statements must be brought to the attention of the MFI within 30 days of the date thereof and you agree that failure to give such notice absolves the MFI from all liabilities arising thereof.

H: FORCE MAJEURE

Neither the Customer nor Nyasa Capital Finance will be responsible for any failure to perform any of its obligations with respect to any Account if such performance would result in it being of any law regulation or other requirement of any government or other authority with which it is required to act or if its performance is prevented hindered or delayed by a force Majeure Event: in such case its obligations will be suspended as the force Majeure Event continues (and in the case of Nyasa Capital Finance no other representative office or affiliate shall become liable). "Force Majeure Event" means any event due to any cause beyond the reasonable control of the relevant party. Such as restrictions on convertibility or transferability requisition involuntary transfers. Unavailability of any system sabotage, fire, flood, explosion acts of God civil commotion Strikes or industrial action of any kind, riots insurrection war or acts of government.

I: SHARING OF INFORMATION

Nyasa Capital Finance will treat information relating to the Customer as confidential, but (unless consent is prohibited by law) the Customer consents to the transfer and disclosure by Nyasa Capital Finance of any information relating to the Customer to and between the representative offices. Affiliates and agents of Nyasa Capital Finance and third parties selected by any of them whenever situated for confidential use (including in connection with the provision of any Service and for data processing statistical and risk analysis purposes)

Nyasa Capital Finance and any representative office affiliate agent or third party may transfer and disclose any such information as required by any law court regulator or legal process.

J: ELECTRONIC MONITORING OR RECORDING

The Customer and Nyasa Capital Finance consent to telephonic or electronic monitoring or recording for security and quality of service purposes and agree that either may produce telephonic recording or computer records as evidence in any proceedings brought in connection with these conditions or any local conditions.

K: CHANGE OF MANDATE

The customer must notify the MFI immediately of any change in the address Directors, Committee members, trustees designated members, secretaries. Any modification of change in authorized signatories must be signed in accordance with the existing mandate and accompanied by a resolution to that effect.

L: TERMINATION

Either party may terminate this agreement at any time (but subject to any legal requirement as to notice) by notifying the other in writing.

Where the MFI is terminating the agreement and your account is overdrawn, you must pay all sums outstanding on the account otherwise the MFI may take appropriate legal action for recovery.

All mandatory documentation should be completed by the Customer within three (3) months of opening the account. If you do not provide the required document within three (3) months, the account will be automatically closed after prior notice to you.

M: JURISDICTION

In relation to any account these conditions and the relevant Local Conditions are governed by the law.

N: DISCLAIMER CLAUSE

The MFI disclaims liability for any funds/assets deposited by you which are subsequently found to have derived from illegal source of activities, confirm that the funds/assets deposited are not derived from any illegal sources or activities.

O: LEGAL COSTS

You irrevocably agree to pay/reimburse all legal costs/charges on the scale of attorney and client on any issue or legal proceedings affecting me/us of whatsoever nature which the MFI may incur in the course of suing or being sued by virtue of being an account holder with the MFI. You further authorize the MFI to debit your account to recover any such legal costs/charges incurred by the MFI as a result.

P: CONFIDENTIALITY

Nyasa Capital Finance will treat all your personal information as private and confidential (even when you are no longer a customer).

Nothing about your accounts nor your name and address will be disclosed to anyone other than in four exceptional circumstances permitted by law. These are:

- Where we are legally compelled to do so
- Where it is in the public interest to disclose
- Where our interests require disclosure
- Where disclosure is made at your request or with your written consent.

Deed of Indemnity

In consideration of the MFI agreeing to accept fax, internet and scanned copies of documentation for banking facilities and any instruction in respect of my/our account (s) and its operation. I/We hereby irrevocably and unconditionally agree that all fax, internet, electronic and scanned copies of documentation and/or instructions issued in respect of my/our account(s) or dealings with the MFI shall be binding and enforceable against/me. I/we further agree to fully indemnify Nyasa Capital Finance against any proceedings, claims expenses and liabilities whatsoever which may be taken or made against or incurred by the MFI by reason of the MFI accepting the fax, internet, electronic and scanned copies of the documentation and/or instructions.

I/we further confirm that the MFI can set-off any such expenses/costs incurred by it in respect of our/ my obligations herein against any of our/my account (s) with the MFI.

Customer Signature.....