



General Terms and Conditions for Online Trading (OT)

Conditions

1. Each dealing is subject to the terms of the relevant confirmation issued by CDSC, NSE, or any other applicable regulator(s), amendment and cancellation of orders made by the Clients before execution, and the usual trading guidelines and policies of the regulators.
2. Each dealing conducted through the OT Account is also subject to the Terms and Conditions of Online Access set out at the OT Account at the time of dealing, as amended from time to time.

OT Accounts

1. OT Account shall only allow access to one person per account at any one given time. In the event of joint accounts, then all persons are jointly and severally bound by these terms and conditions. The Client however agrees to nominate one person to operate the Account (the Nominee). The Client further acknowledges that he shall be bound by the actions of the Nominee and shall absolve GCL from any liability and/or damages incurred by GCL from actions of the Nominee.
2. In the event of corporate accounts, the Client agrees to nominate one person to operate the Account (the Nominee). The Client shall provide GCL with Board Resolution appointing the Nominee to operate the Account and any subsequent change(s) thereto as the Client shall resolve from time to time. The Client further acknowledges that he shall be bound by the actions of the Nominee and shall absolve GCL from any liability and/or damages incurred by GCL from actions of the Nominee.
3. GCL does not guarantee the performance of any email, phone or alternate service provider. The Client acknowledges that the systems used in the market or at GCL are vulnerable to disruptions or failure, which may result in the order not being executed or delayed according to the instructions. The Client releases GCL from liability from any loss, damage or liability that he/she may suffer or incur by reason of or in connection with any such disruption or failure of network or bandwidth.
4. The Client acknowledges that GCL reserves the right to refuse any application to open an OT Account with GCL.
 - (i) The Client acknowledges that GCL reserves the rights to terminate or suspend his/her Account at any time without prior notice, if GCL suspects that:
 - a) The Clients' Account has been accessed fraudulently;
 - b) The Client is involved in illegal activities or the funds used for investments are obtained from illegal or illicit activities;
 - c) The Client has committed or attempted market manipulation; or
 - d) The Client has committed fraudulent, illegal or unauthorized dealings on their Account.
 - (ii) Without limiting the rights of GCL under paragraphs (a) to (d), GCL may terminate or suspend the Client access to the OT Account and the Services for reasons other than the ones mentioned above.
5. If GCL exercises its rights under this Clause, the Client agrees to pay GCL any damages, losses or expenses that GCL incurs in relation to any action taken, including without limitation to legal, administrative and/or of sale or purchase of any Securities or deal put in place for the purposes of meeting GCL's obligations under these terms and conditions.
6. The Client is responsible for fraudulent, illegal or unauthorized dealings on his Account, and the Client releases, indemnifies and discharges GCL from all liability in this regard.

CDS Account

1.The Client agrees to open and maintain a CDS Account with GCL and acknowledges that all proceeds of "Sell" orders are to be paid into the Bank Account and uploaded into his CDS Account held with GCL. The Client irrevocably directs GCL to debit from his CDS Account from time to time and to the maximum extent permitted, any and all amounts owed by him to GCL under or in connection with these terms and conditions, including without limitation any amounts due to GCL in respect of any expenses, taxes or reimbursements.

2.GCL shall give prior notice to the Client in the event of deposit or withdrawal of funds from the Client's CDS Account as provided for under these terms and conditions.

Security Identification

1.In order to use this service, the Client must have a Login ID issued by GCL to enable him access the OT Account.

2.The Client is solely responsible for the confidentiality and use of the Login ID and will notify GCL immediately if he becomes aware of any loss or theft or unauthorized use of the Login ID or any part thereof. After such notification GCL shall as soon as reasonably possible disable access to the Client's Account for such Login ID and shall issue a replacement Login ID accordingly.

3.GCL is entitled to assume that any instruction received via the OT Account containing the Client's Login ID originates from the Client and that such instruction is a valid instruction. GCL is not obliged to inquire into the validity of any such instruction received.

4.GCL deems that the person using a Login ID or any part of it when giving instructions is the person to whom the Login ID is assigned to and shall not bear any liability in the event of misrepresentation.

Instructions

1.All Clients will be required to submit a letter of Indemnity to GCL so as to trade on behalf of the client. All Clients trading on a client account warrants that he/she has a dully signed letter of authorization from the client.

2.GCL bears no responsibility as to the validity of the orders placed by the Client. The Client shall be solely responsible for placing the orders through the OT Account which shall be forwarded to GCL servers. GCL shall forward the orders to NSE for execution without any amendments.

3.The Client agrees that he shall check the progress of all orders placed by him to GCL and further that he shall renew all orders that have not been executed within Seven (7) business days. GCL shall not be liable for any direct or indirect damage or loss that may arise in respect of unexecuted orders.

4.The Client acknowledges that the orders may be purged from the market subject to the procedures, customs, usages and practices of NSE without notice. The Client further acknowledges that GCL is not obliged to notify him of any orders which are purged from the market. The Client shall be responsible to reinstate all orders that have been purged from the market.

Payments and Indemnity

The Client agrees to pay all GCL brokerage fees, commission and charges applicable to the OT Account as shall be advised by GCL from time to time. GCL reserves the right to vary such fees and charges, and method of charging, at any time and without prior notice to the Client.

Authorities & Acknowledgements

1.The Client authorizes GCL to provide information about him to any of its related entities and/or regulators and their respective officers and employees. The Client also authorizes GCL to supply information about him that GCL may hold from time to time to officers and employees of GCL who have a need to know, any Regulator(s), a court of competent jurisdiction or any other competent authority as shall be necessary. Such information supplied may include details of orders placed and trades entered into by the Client, other transactions conducted or in connection with the OT Account, and other information concerning the

Client that GCL may receive from the Client through the use of the OT Account or any associated website but excluding the Client's PIN and security details.

2. GCL shall however disclose this information only as far as it is required by a relevant regulatory authority or pursuant to any legal or regulatory process in any territory.

Liability

1. To the maximum extent permitted by law, the Client acknowledges that GCL will not be liable to the Client or anyone else for any loss or damage, whether direct or indirect, special, incidental or consequential or economic (including loss of profits and opportunity costs), whether or not GCL knew or could have known of the possibility of such damage, where that damage arises from:

i) delay, interruption, omission, failure, error or fault in the execution of the Client's instructions in the market (including negligence) by GCL, its Clients and/or employees;

ii) any error, omissions, non-receipt or invalidity in the Client's instructions by NSE or GCL servers;

iii) any fault, error, defect or engineering of the OT Account or any delay, fault, failure in or loss of access to the OT Account; and

iv) any cause beyond the reasonable control of GCL, including but not limited to, failure of electronic or mechanical equipment or communication lines, unauthorized access or labour problems.

2. To the maximum extent permitted by law, the Client agrees that GCL's liability is limited to the cost of the transaction.

Variation and Termination

1. The Client may terminate his Account by giving not less than Seven (7) clear business days written notice to GCL, subject to filling all the requisite forms provided by GCL and CDSC. GCL also reserves the right to terminate the Client's Account by giving not less than Seven (7) clear business day's written notice to the Client.

Termination will not affect any liabilities, rights or obligations accrued by either Party prior to termination.

2. GCL may at any time vary the terms and conditions applying to the Client's OT Account as pertains to:

i) Addition, change or removal of any concessions or benefits;

ii) Adoption or implementation of any legal requirement, decision, recommendation, regulatory guidance or standard of any court, tribunal, or regulator;

iii) Accommodation of changes in the needs or requirements of the Client, such as new product features or services;

iv) Correction of errors, inconsistencies, inadvertent omissions, inaccuracies or ambiguities; Bringing GCL into line with our competitors, industry or market practice or best practice in Kenya or overseas; or

iv) Reflecting changes in technology or GCL processes including our computer systems.

3. Without limiting our rights under paragraphs (a) to (f), GCL may from time to time vary any of the terms and conditions for reasons other than the ones mentioned above.

4. If GCL varies these terms and conditions the changes shall apply to all dealings between the Client and GCL on and from the day on which the variation takes effect.

GCL is not obliged to give the Client advance notice where any variation of these terms and conditions is required to comply with a Prescribed Requirement or is necessitated by an immediate need to restore or maintain the security of the system or individual OT Accounts.

Notice

1. Any notice given by either party, or demand made by GCL, may be made by hand delivery, registered mail, email or facsimile, telephone, or by email to the last notified address, facsimile or phone number or email address as the case may be. The Client shall provide GCL with the details of his contact on/or before opening the OT Account and shall notify GCL in case of any change or variation thereto.

2. Such notice or demand shall be deemed to have been received in the case of hand delivery at the time on the received stamp, in the case of a registered mail at the expiration of five Business Days after posting, in the case of an email, as soon as the email is sent if within market hours, in the case of phone it shall be immediate and in the case of facsimile transmission shown above having been successfully made it shall be deemed to have been received on the next business day. Evidence that the notice was properly addressed, stamped and put into the post shall be conclusive evidence of posting.

Complaints

1. If the Client is not satisfied with the service he receives from GCL, he is entitled to complain. GCL has established procedures to ensure that all enquiries and complaints are properly considered and dealt with. The Client shall gather all the facts, questions and documents in respect of the complaint and remedies required from GCL.

2. GCL shall take all reasonable measures to resolve the complaints within a reasonable time.

3. In case of dispute, GCL records of electronic or telephone communications or facsimile transmission shall be conclusive evidence of the details of the communications by email, internet, telephone or facsimile (as the case may be) between the Client and GCL.

Applicable Law and Dispute Resolution

These Terms and Conditions and any other documents required to be executed by the Client in connection with the OT Account, shall be governed by and construed in accordance with the laws of the Republic of Kenya and the Client submits to the non-exclusive jurisdiction of the Kenya courts.

The Parties shall use their best efforts to settle amicably any dispute arising from or in connection with this Terms and Conditions or the interpretation thereof. If the dispute is not settled amicably within ten (10) days from when the dispute arose, a Party may elect to commence mediation. The parties will seek an amicable settlement of the dispute by mediation. The mediation shall take place in accordance with the Nairobi Centre for International Arbitration (NCIA) Mediation Rules as amended from time to time.

If the dispute is not settled within thirty (30) working days, a Party may elect to commence arbitration. Such arbitration shall be referred to a single arbitrator to be appointed by agreement between the Parties failing which the arbitrator shall be appointed upon the application of either Party, by the Chairman for the time being of the Kenya Branch of the Chartered Institute of Arbitrators.

The arbitration shall be conducted in Nairobi in accordance with the Rules of Arbitration of the said Institute and subject to and in accordance with the provisions of the Arbitration Act 1995. To the extent permissible by Law, the determination of the Arbitrator shall be final, conclusive and binding upon the Parties hereto. Nothing in this Terms and Conditions shall prevent or delay a party seeking urgent injunctive or interlocutory relief in a court having jurisdiction.

The Company irrevocably waives any objection which it might now or hereafter have to the courts of Kenya being nominated as the forum to hear and determine any Proceedings and to settle any Disputes and agrees not to claim that any such court is not a convenient or appropriate forum.

ACCEPTANCE

I/we have read and fully understood the terms and conditions governing the use of Online Share Trading offered by Genghis Capital Limited and I/We hereby accept them and will abide by them.

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

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