

I&M Bank Visa International Travel Card APPLICATION FORM

COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

Utilization and/or possession of the card by the Cardholder is required to be in accordance with the applicable laws, rules, regulations and directions as issued by the Central Bank of Kenya or other appropriate authority under any law in force from time to time. The Cardholder shall be solely responsible to the concerned authorities in event of any violation of the applicable laws, rules and regulations in force from time to time. The Cardholder shall be held liable for any direct, indirect or consequential loss or damage, arising from or related to the non-compliance by Cardholder with the applicable laws, rules and regulations in force from time to time.

The Cardholder hereby indemnifies and agrees to hold I&M Bank indemnified against all actions, claims and costs, charges and expenses arising out of time to time, arising from or related to the non-compliance with the applicable laws, rules and regulations in force from time to time. In case the Card is cancelled (or its use suspended), whether on account of non-compliance with the applicable laws, rules and regulations in force from time to time or otherwise, I&M Bank will not be responsible for any use/attempted use of the Card, resulting in the Card being dishonoured or otherwise. The risk of honouring of a Card that is cancelled (and/or suspended) on its presentation is of such person and/or of the Cardholder in the individual capacity. In case of any suspicion or indication of violation of exchange regulations or of improper usage including money laundering, I&M Bank may, at its sole and absolute discretion, cancel or suspend the Card without prior notice and refund of any outstanding balance would be subject to the course of future legal directions.

RECORDS AND STATEMENTS OF THE TRANSACTIONS

ATM Receipts: When the Cardholder completes a transaction through an ATM, the Cardholder shall ensure that the Cardholder obtains and verifies any receipts / record received, if any, through such ATM. Detailed information: ATMs or the receipts/record, if any, may show the balance Funds when the Card is used at such ATM. The Cardholder may also get information regarding the balance available Funds, by calling up I&M Bank Call center.

History: The Cardholder may obtain a history of the transaction by accessing the Card account through I&M Bank's internet website by using the allocated User Identification Number and I-PIN.

ERRORS, QUESTIONS OR COMPLAINTS

The Cardholder may call I&M Bank Call center in event of any queries or complaints in connection with the Card. Alternatively, the Cardholder may email I&M Bank at the applicable email address. Further, in case of complaints, the Cardholder should provide sufficient and correct details in writing to I&M Bank in order to enable I&M Bank to investigate and respond on the complaint or query appropriately. The following information will require being provided in such correspondence:

1. Name, address and Card number of the Cardholder.
2. A detailed description of the transaction and/or the complaint (including the date of the transaction and the location of the ATM / Merchant Establishment) and the basis or reason for the Cardholder to dispute the Transaction or raise a query or complaint; and
3. The Transaction amount.

In event any further information / document is required by I&M Bank for investigation or resolution of the matter, the Cardholder hereby agrees to provide the same. Where an inquiry is not settled to the satisfaction of the Cardholder, I&M Bank may advise the Cardholder in writing or otherwise of the results of its investigation and/or the manner or resolution, if any, of the complaint.

SECURITY OF THE CARD AND PIN

The Cardholder should maintain the confidentiality, safety and security of PIN, and note that the failure to observe confidentiality, safety or security of the PIN can result in the Cardholder incurring liability on the Card or use of the PIN. The Cardholder agrees that the security of the Card and PIN is very important. If the Cardholder fails to observe security of the Card and PIN, the Cardholder may have to bear any losses suffered (including loss of all or part of the Funds) as a result of unauthorised use of the Card. I&M Bank recommends that the Cardholder observe/adapt the following precautions in addition to such other measures as the Cardholder may deem appropriate to protect the PIN:

1. The Cardholder should not disclose the PIN to anyone.
2. The Cardholder should use due care in preventing anyone seeing the PIN when it is being entered in the ATM.
3. The Cardholder should memorise the PIN and then destroy any record of it, and not maintain the same in writing anywhere to prevent its access by any third person/party.
4. The Cardholder should not write or otherwise indicate the PIN on the Card.
5. The Cardholder should not keep a record of the PIN in any easily recognizable form on any item normally carried with or stored with the Card that could lead to loss or theft of the same simultaneously with the Card.
6. The Cardholder should not carry the PIN with the Card or record it elsewhere even in the same envelope as the Card. The above recommendations are not intended to be exhaustive.

In case of any loss arising even though such precautions (or other measures) have been observed/adopted by the Cardholder, the liability of such loss shall be only that of the Cardholder.

LOST OR STOLEN CARD OR PIN

The Cardholder should inform I&M Bank at the I&M Bank Call centre immediately if the Cardholder believes that the Card or PIN has been missed, lost or stolen or the PIN has become known to any person and the Cardholder believes that such person may misuse the same. This obligation to inform shall also operate in respect any measures adopted by the Cardholder (in line with the recommendations above or any other measures adopted for safeguarding the PIN being compromised.

On receipt of intimation from the Cardholder, I&M Bank Call centre will attempt to block the conduct of further Transactions requested through the use of the Card and attempt to prevent the further use of the lost, stolen or damaged Card(s). I&M Bank Call centre will assist the Cardholder in replacing the lost, stolen or damaged Card. The Cardholder shall pay replacement charges for the Card as directed by I&M Bank. I&M Bank may take such steps to replace or re-issue the Card originally purchased, as determined by it, subject to the Cardholder complying with such conditions, if any, that I&M Bank specifies. I&M Bank shall make best efforts to replace by issuing a new Card and effecting dispatch of the same to the Cardholder within 96 hours of receipt of the intimation of loss or damage to the Card or within such other period as may be required so to do by I&M Bank.

After blocking of Card and the PIN, the Card cannot be used by the Cardholder again, even if the Cardholder subsequently finds the same. After blocking of the Card, no refund shall be allowed on the Card, however, it is provided that upon replacement of the Card, the Cardholder may request I&M Bank to transfer the balance on the Card subject to other provisions hereof.

LIABILITY OF THE CARDHOLDER FOR UNAUTHORIZED TRANSACTIONS THROUGH THE CARD

The Cardholder bears all losses resulting from the use of the Card which also includes the situations where purportedly unauthorised transactions have been effected through the use of the Card and/or the PIN or the situations where purportedly misuse, loss and/or theft of the Card and/or the PIN has occurred, and such liability continues until: (i) notification to I&M Bank of such unauthorised transactions having been effected through the use of the Card and/or the PIN, or the Card and/or the PIN having been otherwise missed, lost, stolen, and (ii) I&M Bank blocking the further use of the Card and/or the PIN successfully. Such situations could include:

- A. Lack of proper safeguard of the Card and/or the PIN, including on account of the Cardholder,
 - Having written or otherwise indicated the PIN on the Card,
 - Having written or otherwise indicated the PIN on any article normally carried with or stored with the Card in any recognizable form,
 - Having voluntarily disclosed the PIN to any person, or
 - Having failed to maintain the security of the PIN for any reason whatsoever, and even though the recommended precautions or other measures may have been observed/adopted by the Cardholder.
- B. Delayed notification of misuse, loss, or theft of the Card and/or the PIN, including on account of the Cardholder,
 - Not notifying I&M Bank promptly upon coming to know or becoming aware of the misuse, loss or theft of the Card and/or the PIN, or
 - Not notifying I&M Bank promptly upon becoming to know or becoming aware that the PIN has become known to any person or upon coming to know or becoming aware that any of the measures adopted by the Cardholder (in line with the recommendations above or of any other measures adopted for safeguarding the PIN) being compromised. I&M Bank shall bear no liability from such unauthorised transactions having been effected through use of the Card and/or the PIN, or the Card and/or the PIN having been otherwise missed, lost, or stolen.

RECEIPT OF FUNDS IN EXCESS OF THE FUNDS THAT WERE TO BE LOADED

If the Cardholder has received funds in excess of the Funds, the Cardholder agrees to promptly repay I&M Bank any such funds upon such terms and conditions as I&M Bank may specify. If I&M Bank has grounds to believe that the Cardholder has received funds in excess of the Funds requested by the Cardholder, due to any reason whatsoever (including the malfunction of an ATM, POS or other equipment, or I&M Bank's error), I&M Bank will notify the Cardholder and will deduct the excess funds received by the Cardholder from the Funds upon such terms and conditions as I&M Bank may specify. I&M Bank further reserves the right to recover such excess funds from any account of the Cardholder maintained with itself or any of its group companies, whether such account is a joint account or a sole account or otherwise, or and/or the right to require the Cardholder upon notification to immediately make payment of such excess funds, upon such terms and conditions as I&M Bank may specify. In the event a demand or claim for settlement of outstanding dues/ funds received in excess of Funds from the Cardholder is made either by I&M Bank or any person acting on behalf of I&M Bank, the Cardholder agrees and acknowledges that the Cardholder will pay to I&M Bank on demand or unconditionally the entire amount outstanding on the Card and/or the funds received in excess of the Funds. Nothing in these terms and conditions shall affect I&M Bank's right of lien, set-off, transfer and application of monies at law or pursuant to any other agreement from time to time subsisting between I&M Bank and Cardholder.

DISPUTES

Any charge slip or other payment requisition signed by the Cardholder and received from a Merchant Establishment for payment shall be conclusive proof that the amount recorded on such charge slip or other requisition was properly incurred by the Cardholder by the use of the Card except for such charge slips or other payment requisitions which have been signed on an earlier date subsequent to the Cardholder's notification to I&M Bank as to an unauthorised transactions having been effected through use of the Card and/or the PIN, or the Card and/or the PIN having been otherwise missed, lost, or stolen, and I&M Bank having successfully blocked such Card and/or PIN. Should the Cardholder choose to disagree with a charge / amount indicated in his statement, where the Cardholder has opted to receive periodical statements pertaining to the Card, the same should be communicated to I&M Bank within 30 (thirty) days of receipt of the statement, failing which it would be construed that all charges / amount and the statement are entirely in order and acceptable to the Cardholder. In any other case, if the Cardholder believes that any amount has been erroneously debited to the Funds, the Cardholder should forthwith notify the same to I&M Bank. On receipt of such information, I&M Bank may reverse the same on a temporary basis and in such event I&M Bank shall be entitled to

block on the Card an amount equal to the amount temporarily reversed. The amount so blocked shall not be available to the Cardholder until such time as the discrepancy by I&M Bank as I&M Bank may deem fit. If on completion of subsequent investigation, I&M Bank is satisfied that the charge was correctly debited to the Cardholder's Funds, I&M Bank will restate the charge along with any fee or other amount in a subsequent statement.

NO REPRESENTATION, WARRANTY FROM I&M BANK AS TO QUALITY OF GOODS AND SERVICE

I&M Bank does not make any representation and/or warranty to the Cardholder (or any person claiming by or under the Cardholder) or otherwise assure the Cardholder (or any person claiming by or under the Cardholder) as to the quality of the goods purchased/hired/proposed to be purchased/hired or otherwise and/or of services availed of/proposed to be availed of by use of the Card with/at any person including the Merchant Establishment/s or for any delay in delivery of the goods/services, non-delivery of goods/services, or receipt of defective/sub-standard goods/services by use of the Card with/at any person including the Merchant Establishment/s. Disputes or claims in connection with the quality of the goods purchased/hired/proposed to be purchased/hired or otherwise and/or of services availed of/proposed to be availed of by use of the Card with/at any person including the Merchant Establishment/s or for any delay in delivery of the goods/services, non-delivery of goods/services, or receipt of defective/sub-standard goods/services by use of the Card with/at any person including the Merchant Establishment/s must be mutually resolved by the Cardholder (or any person claiming by or under the Cardholder) with such person/Merchant Establishments without reference to I&M Bank.

DISCLAIMER OF I&M BANK IN RESPECT OF EMERGENCY MEDICAL AND TRAVEL ASSISTANCE AND CONCIERGE ASSISTANCE SERVICES

I&M Bank will not be responsible for the quality of service provided or for any delay in delivery of the services, non delivery of services, or receipt of defective/sub-standard services by the service providers of such emergency medical and travel assistance and concierge assistance services or any of its/their service providers in connection with the Card and further, I&M Bank shall not be liable for any actions, claims, demands, proceedings, losses, damages, personal injury(including actual or perceived loss of reputation, defamation or the like), costs, charges and expenses incurred by the Cardholder on account of the quality of service provided or for any delay in delivery of the services, non-delivery of services, or receipt of defective/sub-standard services.

These emergency medical and travel assistance and concierge assistance services are not presently available Kenya. These emergency medical and travel assistance and concierge assistance services are not presently available to the Cardholder. The service providers reserve the right to conduct an identity verification prior to providing these services. Wherever applicable, the applicable costs, charges and fees for such emergency medical and travel assistance and concierge assistance services will be informed to the Cardholder prior to the Cardholder availing of such services and thereafter deducted from the Funds. In the event rendering of any emergency medical and travel assistance and concierge assistance services entailing payment that the Service provider is required to make, such provision of services/making of payment for such services is subject to Service provider first recovering payment from the Cardholder through the Cardholder's card or from the Cardholder's family. Service provider shall ensure that Cardholder who call in for these Services are duly informed that the Cardholder is solely liable for all third party expenses in connection with the services. I&M Bank or Service provider shall not be responsible for any costs, charges, fees and/or expenses levied/charged by any third party, which shall be solely the Cardholder's responsibility.

CARDHOLDER'S INDEMNIFICATION OBLIGATION

In consideration of I&M Bank providing the Cardholder with the Card and related facilities, the Cardholder hereby agrees to indemnify and keep I&M Bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, personal injury, costs (including legal costs), charges and expenses whatsoever which I&M Bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of: (1) providing the Cardholder the said facility of the Card, (2) by reason of I&M Bank's acting in good faith and taking or refusing to take or omitting to take action on the Cardholder's instructions, (3) the negligence, mistake or misconduct of the Cardholder (directly or indirectly), (4) breach or non-compliance of these terms and conditions, (5) fraud or dishonesty relating to any Transaction by the Cardholder or his employee or agents, (6) any ATM/POS machine error or failure or other mechanical/system error/failure, (7) collection of all moneys due and payable (including applicable costs, charges and fees) by the Cardholder, and/or (8) misplacement by the courier or losing-transit of the Card and/or PIN. Additionally, as stated earlier, the Cardholder has also agreed to indemnify and agree to hold I&M Bank indemnified against all actions, claims and costs, charges and expenses arising out of or as a consequence of the Cardholder not complying with the applicable laws, rules and regulations in force from time to time.

EXCLUSION OF LIABILITY OF I&M BANK

I&M Bank shall be under no liability whatsoever to the Cardholder in respect of all actions, claims and demands, proceedings, losses, damages, personal injury (including actual or perceived loss of reputation, defamation or the like), costs, charges and expenses whatsoever arising directly or indirectly out of: (1) any use of the Card and/or PIN; (2) the refusal by any person or Merchant Establishments in honouring or accepting the Card; (3) any ATM's/ POS terminals that malfunction or is otherwise out of order, and whether resulting in such terminal not accepting the Card and/or PIN or otherwise; (4) misuse or fraudulent use of the Card by any person including the Cardholder; (5) any statement made by any person requesting to surrender/cancellation of the Card or any act performed by any person in conjunction thereto; (6) handing over of the Card by the Cardholder to a person other than the designated employees of I&M Bank at I&M Bank's premises; (7) the loss of the Card or any part thereof; (8) any statement made by any person on a temporary basis and in such event I&M Bank shall be entitled to

demand and surrender is made and/ or procured by I&M Bank or by any other person or ATM's/POS terminals; (8) the exercise by I&M Bank of its right to terminate any Card; (9) the possession/ cancellation of the Card and/or request for its return; (10) any mis-statement, mis-representation and/or error or omission in any details disclosed/ by I&M Bank; (11) decline of processing of the Card and/or PIN due to such Card exceeding foreign exchange entitlements as prescribed by applicable law, rules or regulations in force from time to time or on I&M Bank becoming aware of the Cardholder exceeding entitlements, (12) in the event a demand or claim for settlement of outstanding dues/ funds received in excess of the Funds from the Cardholder is made either by I&M Bank or any person acting on behalf of I&M Bank; (13) communication sent by any means of communication including by facsimile machines, internet, ATM's POS terminals, payment systems, or any other method over public and/or private lines that may not be encrypted, or a cardholder who is in possession of the Card without alteration and / or unauthorised use of communication, or (14) upon terminating, suspending, blocking or declining of the use of the card and/or access to the Funds, inter alia, when it becomes necessary to determine whether any person is rightfully entitled to receive the Funds/ use the Card and/or for taking any other steps required by applicable law, rules and regulations or direction of any appropriate authority.

COSTS, CHARGES AND FEES

The Cardholder hereby agrees and acknowledges that all applicable costs, charges and fees in connection with the issue or usage of the Card can be deducted automatically from the Cardholder's Funds. The details of the costs, charges and fees as currently in force are available in the booklet accompanying the Card. Such costs, charges and fees are subject to change by I&M Bank from time to time, and the latest applicable costs, charges and fees can be ascertained by calling I&M Bank Call Centre. The costs, charges and fees include withdrawal fee and currency conversion rate and could include further/additional costs/charges/fees or otherwise as required by third parties (as illustrated below): Withdrawal Fee is applicable and will be deducted from the Funds for each withdrawal made by the cardholder from an ATM. Additionally, costs/charges/fees or otherwise as assessed and made applicable by the owners/operators of the Shared Network would also be applicable and will be deducted from the Funds for each withdrawal from an ATM comprised in a Shared Network. If the Cardholder obtains Funds in a currency other than the currency in which the Card was issued, the conversion rate will be assessed by an additional 3% (or such higher rate as I&M Bank may specify from time to time), and which will be deducted from the Funds. Such rate may be altered or modified by I&M Bank, without the consent of the Cardholder and such that altered or modified shall also become applicable and will be deducted from the Funds. The details of the conversion rate are specified in the clause entitled 'Currency Conversion Rates'. In a situation that the Funds are not sufficient to deduct such costs, charges and fees, I&M Bank reserves the right to recover the same directly from the Cardholder and/or from any accounts (including joint accounts) maintained by the Cardholder with I&M Bank or its group companies, and further, to deny/decline or block conduct of any further Transactions through the use of the Card. Any statutory levy including duties or taxes payable as a result of the use of the Card shall be the Cardholder's responsibility and if imposed on/recovered/sought to be recovered from I&M Bank (either directly or indirectly), such statutory levy shall be deducted from the Funds and/ or recovered directly from the Cardholder and/or from any accounts (including joint accounts) maintained by the Cardholder with I&M Bank or its group companies.

CURRENCY CONVERSION RATES

Obtaining of Funds in a currency other than the currency in respect of which the Card was issued (or subsequently changed), the Funds will be converted to such new currency at the Currency Conversion Rates. This would include the situation of the Cardholder obtaining and/or using an ATM in a currency other than the currency in which the Card was issued (or subsequently changed). The Currency conversion rate would be the amount that will be deducted from the Funds for conversion from currency of the Card to the new currency as per VISA policy and procedures in force at the time that such a transaction is processed. Currently VISA policy and procedures inter alia provide that where the transaction is processed on the same day (by effecting of withdrawal of Funds or otherwise), the Currency conversion rate to be used is either:

- A wholesale market rate in effect the day before processing, or
- A government-mandated rate in effect the day before processing, increased in either case, by a fee established from time to time by VISA. As specified in the above, the amount which will be deducted from the Funds. This is independent of the currency conversion rates/fees/ costs/charges or otherwise as required by VISA in terms of the above.

DISCLOSURES

The Cardholder acknowledges that the information on his/her usage of the Card facilities is exchanged amongst banks and financial entities that provide such facilities. Acceptance of an application for a Card is based on no adverse reports of the Cardholder's credit worthiness. I&M Bank may report to other banks or financial entities any delinquencies in the Card or withdrawal of the Cardholder's Card facility. Based on the receipt of adverse reports (relating to credit worthiness of the Cardholder or his / her family members), I&M Bank may suspend the Card facility in writing, cancel the Card, whereupon the entire outstanding balance in connection with the Card as well as any further charges incurred by use of the Card, though not yet billed to the Card, shall be immediately payable by the Cardholder. I&M Bank shall not be obliged to disclose to the Cardholder the name of the bank or financial entity, from where it received or to which it disclosed information.

RIGHT TO TERMINATE/ SUSPEND/ BLOCK/ DECLINE THE USAGE OF THE CARD/ ACCESS TO THE FUNDS

I&M Bank reserves the right to terminate/suspend/block/decline the usage of the Card/access to the Funds, temporarily or permanently, upon the occurrence of any of the following events: (1) Failure to adhere to or comply with the terms and conditions herein; (2) an event of default under any agreement or commitment (contingent or otherwise) or

the like entered into with I&M Bank and its group companies; (3) the Cardholder becoming subject to any bankruptcy, insolvency proceeding or proceedings of a similar nature; (4) violation of the Cardholder's (5) when it becomes necessary to determine whether any person is rightfully entitled to receive the Funds/ use the Card and/or for taking any other steps required by applicable law, rules and regulations or direction of any appropriate authority.

GOVERNING LAW

The laws of Kenya govern these terms and conditions as also the use of the Card by the Cardholder subject however to the Cardholder being subject to applicable laws, rules, regulations of Kenya or such other country occasioned by use of the Card outside Kenya. The Parties hereby agree that any claim, legal action or proceedings arising out of these terms and conditions for the Card instituted by the Cardholder (and/or any persons claiming through or under the Cardholder) shall be brought in the courts or tribunals at Nairobi in Kenya and the Parties shall irrevocably submit themselves to the jurisdiction of such courts and tribunals. I&M Bank may, however, in its absolute discretion commence any legal action or proceedings arising out of these terms and conditions in any other court, tribunal or other appropriate forum in any jurisdiction, and the Cardholder hereby consents to that jurisdiction.

SEVERABILITY AND WAIVER

Each of the provisions of these terms and conditions is severable and distinct from the others and if at any time, one or more of such provisions is or becomes illegal or unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way. No act, delay or omission by I&M Bank shall affect its rights, powers and remedies under the terms and conditions or any further or other exercise of such rights, powers, or remedies. The rights and remedies under these terms and conditions are cumulative and not exclusive of other rights and remedies provided by law.

ASSIGNMENT

The Cardholder acknowledges that I&M Bank may assign, transfer or convey any or all its rights and obligations in respect of the Travel Card / Safari Card to any third person as it may deem fit in its sole discretion without obtaining concurrence of the Cardholder.

MISCELLANEOUS

I&M Bank reserves the right to offer Cardholders certain facilities, memberships, and services at such fees and on such Terms and Conditions as it may deem fit. I&M Bank reserves the right to waive or reduce the fees and to withdraw such benefit at any time without prior notice and without liability to the Cardholder. Any termination of the Card by either party or a violation of this agreement, shall result automatically in the termination of such facilities and services. I&M Bank shall not be liable, in any way, to the Cardholder, in case of defect or breach in the performance of carrying out such facilities, memberships or services or the non-performance thereof, whether by I&M Bank, or a Merchant Establishment or any other third party. I&M Bank reserves the right to use the information provided by the Cardholder on his/her application and during surveys, information from external sources, including consumer reports, for marketing activities carried out by I&M Bank/Affiliates. I&M Bank may use this information to develop mailing lists that may be used by companies with whom I&M Bank shall work to develop marketing offers for the Cardholders. I&M Bank reserves the right to revise the policies, features and benefits offered on the Card from time to time and may notify the Cardholder of any such revisions/changes in any manner as deemed appropriate. The Card Member will be bound by such revisions/changes unless the Card is returned to I&M Bank for cancellation before the date on which the revisions/changes are made. The details of all transactions effected through the use of the Card by the Cardholder may be shared with Credit Reference Agencies, lenders and/or other agencies for the purposes of assessing applications for credit or other facilities by the Cardholder and/ or his/her family members, and for fraud prevention. In addition to the general right to set off or other right conferred by law or under any other agreement, I&M Bank may, without notice, combine or consolidate the balance on the Card with any other account(s) which the Cardholder maintains with I&M Bank and its Group Companies, and set off or transfer money standing to the credit of such other account(s) in or towards the satisfaction of the Cardholder's liability to I&M Bank under his/her Card. The Cardholder shall forthwith notify I&M Bank of any change in his/ her address for communication as stated in the application form for the Card.

I&M Bank reserves the right to change the cardholder's address in its records if such change in address comes to the notice of I&M Bank. The responsibility shall be solely of the Cardholder to ensure that I&M Bank has been informed of the correct address for communication, and I&M Bank disclaims all liability in case of an incorrect address resulting in any loss or liability for the Cardholder. The Cardholder agrees to adhere to and comply with all such terms and conditions as I&M Bank or its Affiliates may prescribe from time to time for facilities/services availed of by the Cardholder and hereby agrees and confirms that all such transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centres, telexphone operations (whether voice, video, data or combination thereof) or by means of electronic mail, or other means of telecommunication, established by or on behalf of I&M Bank or its Affiliates, for and in respect of such facilities/services offered, shall constitute legally binding and valid transactions when done in adherence to and non-compliance with the terms and conditions prescribed by I&M Bank or its Affiliates for such facilities/services, as may be prescribed from time to time. The Cardholder hereby agrees that in case the Cardholder commits a default in payment or repayment of principal amount of the Loan/ financial/credit facility or interest/ charges due thereon I&M Bank Limited and/or the Central Bank of Kenya (CBK) will have an unequalled right to disclose or publish the details of the default and the name of the Card Member/or its directors/ partners/ supplementary cardholders, as may be applicable, to the public, and to take such measures as may be in I&M Bank Limited or Central Bank Kenya in their absolute discretion



THE I&M BANK TRAVEL CARD

It is an international prepaid Visa card that needs to be pre-loaded with Funds, in US Dollars, that can be used by an international traveler to withdraw cash from over 800 Visa branded ATMs in Kenya as well as make purchases at thousands of shops, restaurants, etc. in Kenya that accept the Visa Card. The Travel Card can be subsequently reloaded for continued usage and residual balances can also be refunded.

BENEFITS OF THE TRAVEL CARD

- An efficient, safe and convenient alternative to carrying cash or traveler's cheques while traveling abroad and to avoid changing money at money exchanges or banks at uncertain exchange rates.
- Can be used repeatedly, every time you travel, by simply loading additional amounts on the card.
- A very convenient way of giving travel and living expense money to family members who are proceeding abroad and to budget and control expenses while traveling.

PURCHASING THE TRAVEL CARD

The Travel Card Kit can be purchased from any branch of I&M Bank in Kenya, as well as certain authorised agents, by producing a copy and your original National Identity Card/Passport and filling up the application form.

CHARGES

The current charges, subject to change from time to time at I&M Bank's discretion, are as follows:

Transaction	Cost
Load Fee	US\$ 8
Reload Fee	Nil
Refund Fee	1% of refund amount (minimum US\$ 5)
Cash Withdrawal - I&M Bank & Kenswitch ATMs - Other bank Visa ATMs in Kenya - All Visa ATMs outside Kenya	US\$ 1.00 (surcharge may be applicable) US\$ 1.25 US\$ 4
Balance Inquiry - I&M Bank & Kenswitch ATMs	US\$ 0.25
Other Bank Visa ATMs in and outside Kenya	US\$ 1.50
Each SMS alert (for registered cards)	Nil
POS/PDQ Transaction - national & international	Nil
Replacement Fees	US\$ 8
Company Search fee - applicable to corporate cards	As per prevailing rates

The validity period of the card is 24 months or the lesser.

LOADING LIMITS

Minimum load amount - Nil
Maximum load amount - US\$ 10,000 per load

For more information, call our Customer Care Centre at +254 20 3221000.

PLEASE FILL THE DETAILS IN BLOCK LETTERS

First Name:

Middle Name:

Last Name:

Date of Birth:

Gender (Male/Female):

Mother's Maiden Name:

PASSPORT PHOTO HERE

Mailing Address:

National ID Number/Passport Number:

KRA PIN:

Phone Number (Res.):

Phone Number (Off.):

Mobile Phone Number:

Would you like SMS alerts for Transactions? (Chargeable)

Yes No

E-Mail Address:

Company:

Purpose of Travel (tick) Business Personal

Bank Name:

Bank Account Number:

I&M Bank Account Number if any:

INITIAL LOADING

Attach a copy of your Passport/National ID and produce the original for verification

Amount of initial load (US Dollars):

Payment Details:

Currency Amount Exchange Rate:

Mode of Payment: Cash/Cheque/Debit I&M Bank A/c No.

INTENDED USE

Purpose of Prepaid Card and Frequency of Usage:

DECLARATION OF SOURCE OF FUNDS

(For amounts above KShs. 1,000,000 or equivalent in other currencies)

I hereby declare that the source of Funds that I shall be loading/reloading in my prepaid cards is: (tick as appropriate)

Salary Business income Dividend

Interest Pocket money Gifts

Others (provide details)

I further confirm that these Funds are derived from legitimate sources as stated above and that I will also provide the required evidence of the source of Funds if required to do so in the future.

I hereby apply for the issuance of an I&M Bank Travel Card to me and declare that the information included in the Application is true and correct. I accept that I&M Bank is entitled in its absolute discretion to accept or reject this application without assigning any reason whatsoever. Its my absolute responsibility to obtain the terms and conditions applying to the I&M Bank Prepaid Payment Card separately and read the same. If this application is accepted, I will be bound by the terms and conditions as may be in force from time to time and use of the Card shall be deemed to be acceptance of those terms and conditions. I authorise I&M Bank and/or its associates to verify any information or otherwise at my office/residence or to contact me, my employer/Banker/Credit Bureau/CBK or any other source to obtain or provide any information that may be required for confirming membership requirements or maintaining my account in good standing. I agree to an ongoing confirmation for use of my name, address, email ID and mobile number for marketing/merchandising offers between I&M Bank and other companies. I understand and acknowledge that local laws and Central Bank of Kenya rules and regulations lay down norms and limits for the purchase and use of foreign exchange. I undertake that the usage of the I&M Bank Travel Card by me will be in accordance with the Central Bank of Kenya and other applicable laws in force from time to time. In the event of any failure, on my part, to do so or in the event of any information supplied by me being incorrect or inaccurate, I agree that I will be solely liable for any/all penalties and/or action under the local laws and/or regulations as may be in force and, governing the purchase and use of the I&M Bank Travel Card. I agree that if I permit someone else to use my Card, the Bank will treat this as if I have authorised that person to use my Card and I will be responsible for any Transactions initiated by such person with my Card.

Name:

Signature: Date

FOR OFFICIAL USE ONLY

Card No:

Reference No:

Payment Mode (Loading) Amount

Debit to Bank Account (Signature Verified)

Cash Cheque Amount

Maker: Signature:

Checker: Signature:

Authoriser: Signature:

Stamped: Date:

For more information, call our Customer Care Centre at +254 20 3221000.

TERMS AND CONDITIONS

The following terms & conditions apply to the I&M Bank Pre-paid Payment Card provided by I&M Bank Limited.

DEFINITIONS:

In these terms and conditions, the following words have the meanings set out hereunder, unless the context indicates otherwise:

- "Agent" means any company/individual appointed and authorised by I&M Bank to sell, reload and refund Cards.
- "ATM" means an Automatic Teller Machine/Terminal in Kenya displaying either Visa Electron, Plus Logo or Visa Flag for effecting cash withdrawals, at which, inter alia, the Card may be used for the purpose of withdrawing Funds.
- "Card" means the I&M Bank Pre-paid payment Card, including the I&M Bank Travel Card, Safari Card and any other pre-paid payment card issued by I&M Bank to the Cardholder.
- "Cardholder" means such customer of I&M Bank to whom the Card has been issued pursuant to an application by such person, and who is authorised to hold the Card.
- "Funds" means the amount of monies purchased and loaded onto the Card by the Cardholder from I&M Bank or Agents in respect of which the Card has been issued and any additional monies that may subsequently be purchased by the Cardholder (not including any sales commission or fees paid to such person(s), as are authorised by I&M Bank so to do, from whom the Card was purchased), less any amounts previously spent and any applicable fees charges, conversion fees, and other expenses incurred in connection with the use or possession of the Card.
- "I&M Bank" means and refers to I&M Bank Limited, including but not limited to its successors in title and assigns and having its registered office at I&M Bank House, 2nd Ngong Avenue, P.O. Box 30238-00100, Nairobi, Kenya.
- "I&M Bank ATM" means an ATM owned and managed by I&M Bank in Kenya and displaying I&M Bank Logo.
- "Merchant" shall mean any person who owns or manages or operates a Merchant Establishment in Kenya.
- "Merchant Establishments" shall mean establishments in Kenya which honour Cards.
- "PIN" means the Personal Identification Number as provided to the Cardholder by I&M Bank, for use with and in relation to the Card in terms hereof.
- "POS Terminal" shall mean Point Of Sale electronic terminals at Merchant Establishments whether in Kenya or overseas, capable of processing Transactions and at which, amongst other things, the Cardholder can use his Card to access his Funds to make purchases.
- "Shared Network" shall mean ATMs which are not owned by I&M Bank but which accept Cards issued by I&M Bank.
- "Transactions" shall mean cash withdrawals from the ATMs and/or any purchases made at the Merchant Establishments through the use of the Card.

ELIGIBILITY FOR THE CARD, MANNER OF APPLYING/OBTAINING THE CARD, CONDITIONS OF ISSUE OF THE CARD

Any individual or corporate body may apply for the issuance of the Card through any I&M Bank Branch or Agent in Kenya. The issuance of the Card is subject to compliance by the applicant of the provisions of applicable laws, rules, regulations and directions as issued by the Central Bank of Kenya or other appropriate authority under any law in force from time to time. I&M Bank may, at its sole and absolute discretion, refuse issuance of a Card or cancel an issued Card without notice, if satisfactory Know Your Customer and money laundering guidelines are not met or if it has reason or suspicion to believe that the Cardholder has violated or intends to violate any exchange regulations or uses/will use the Card for money laundering purposes. The applicant for the Card will be required to complete and submit a duly signed application form as required by I&M Bank from time to time and further, to submit all such documents as may be necessary or required. The validity period of the Card shall be 24 months from the date of manufacture. Subject to all the conditions being satisfied, the Card shall be activated within a period of 72 hours of receipt of monies and other requisite documents from the Cardholder. Upon purchase of the Card, the Cardholder can request any I&M Bank branch or Agent to load a certain amount of Funds (subject to restrictions on minimum and maximum amount loadable, as determined by I&M Bank at its sole discretion from time to time). Upon issuance of the Card, the Cardholder shall sign on the reverse of the Card. The Card, as may be issued by I&M Bank to an applicant, is the property of I&M Bank and is not transferable and will be honoured at merchant establishments only when the Card bears the signature of the Cardholder on the reverse and upon presentation to a Merchant Partner by the Cardholder.

USE OF THE CARD

The Card may be used to access Funds at any ATM worldwide that displays the Visa Electron or Plus logo or Visa Flag that accepts such Cards.

To withdraw the Funds, the Cardholder will need to insert the Card into the ATM, enter the PIN, and the amount of desired Funds. The Card should be retrieved upon such usage.

The Cardholder may also use the Card to pay for charges incurred at Merchant Establishments, subject to the condition that I&M Bank and the Merchant Establishments reserve the right at any time to refuse to permit the use of the Card at the Merchant Establishment for any reason whatsoever.

The amount of each purchase made through the use of the Card or withdrawal of the Funds will be debited immediately from the Funds of the Cardholder. In event there are insufficient Funds to honour the requested Transaction, the Transaction will not be honoured.

The Cardholder may surrender the Card at any point in time and obtain a refund of the balance of the Funds, by filling up the refund form, as prescribed by I&M Bank, along with copy of the Cardholder's

passport/identity document, the Card and such other documents as required by I&M Bank. The refund shall be made in the currency of purchase only. Use of the Card at any unauthorised location or for any purpose other than as stated under these terms and conditions is strictly prohibited and may result in cancellation of the Card by I&M Bank.

I&M Bank will not be liable for any loss, direct or indirect, that may be suffered by the Cardholder as a result of any unauthorised use or cancellation of the Card.

TRANSACTIONS OVER THE INTERNET

The Cardholder may access information on the Card through the website www.imbank.com including outstanding balance and statement of Transaction history as well as hot listing the Card. For this purpose, the Cardholder will be assigned an I-PIN.

LIMITS ON USE OF THE CARD

I&M Bank reserves the right to limit the amount of Funds that may be used for effecting any Transaction through the use of the Card per day or over a specified period.

ATMs or Merchant Establishments may also limit or restrict the number of Transactions that may be effected through use of the Card. These limitations will vary for every ATM and/or Merchant Establishment. I&M Bank shall not be responsible for either ascertaining, or notifying the Cardholder as to such Limits/restrictions and shall not be liable for any Loss suffered by the Cardholder due to these restrictions, limitations or to a lack of uniformity between Transactions requested at ATMs and/or Merchant Establishments.

BENEFITS

The Card enables the Cardholder to obtain the Funds in cash by withdrawal from ATMs and/or ascertain information as to the balance(s) on the Card at ATMs/POS terminals (whether of I&M Bank or a Shared Network) or make payments at Merchant Establishments through POS terminals.

No interest, compensation or any benefit/bonus is payable by I&M Bank or any other person to the Cardholder in connection with the Funds, nor do they entitle the Cardholder to any Overdraft/Credit facility.

RELOADING THE CARD

Card Loading and reloading Funds shall not be given to any other persons except the approved Bank Tellers and/or Bank's appointed Agents as advised from time to time. I&M Bank shall not be liable for any loss direct or indirect that may be suffered by the Cardholder as a result of Funds given to any person other than the approved Bank Tellers and/or Bank's appointed Agents as advised from time to time. In event the Cardholder wishes to reload the Card, I&M Bank reserves the right to:

- Limit the amount of Funds that can be reloaded onto the Card;
- Limit the number of times the Funds can be reloaded onto the Funds;
- Decline a reload Transaction, at its sole discretion. For the purpose of reloading the Card, Cardholder shall be required to complete the prescribed form and provide certain information pertaining to the Cardholder/the Card, as may be required by I&M Bank.

The Funds shall be reloaded in same currency in which the Card was originally issued. Amount of reload shall be in strict accordance to the limits specified by the applicable laws, rules and regulations in force from time to time. Any residual balance in expired cards will be forfeited if unclaimed after 2 months of expiry.

MAXIMUM SPENDING LIMIT

Any Card issued to Cardholders will be subject to a maximum spending limit as specified by I&M Bank from time to time, subject to Central Bank of Kenya guidelines and the applicable laws, rules and regulations in force from time to time.

PROHIBITION ON OBTAINING MULTIPLE CARDS

No individuals can apply for or obtain multiple Cards. In the event the Cardholder has obtained the Cards at previous occasions, at any given point in time, the last of such Card as issued to the Cardholder shall be valid and active, unless cancelled or terminated by I&M Bank.

PERSONAL IDENTIFICATION NUMBER (PIN)

To enable the Cardholder to use the Card, PIN will be issued to the Cardholder by I&M Bank, which would be provided/enclosed with the Card. In case of re-dispatch request of PIN, unless otherwise determined by I&M Bank as to the mode of delivery of the PIN, the PIN shall be mailed to the Cardholder (at such address as has been specified in the application form for the Card) in a sealed envelope. If in case the envelope is not in a sealed condition, or the Cardholder finds it tampered with, the Cardholder should not use the PIN, and should immediately inform I&M Bank at +254 20 3221000 or such other number as I&M Bank may specify from time to time. Upon receipt of such intimation from the Cardholder I&M Bank shall block the PIN and regenerate a new PIN and mail the same to the Cardholder.

The PIN, as received (in a sealed envelope, and which has not been tampered with) may used at any ATM. The PIN (as originally provided or which is subsequently changed), by its usage together with the Card, or independently, and the Transactions or instructions issuing pursuant thereto, are deemed to be Transaction conducted, or instructions given, by the Cardholder. In addition, an I-PIN will also be allocated to the Cardholder which will be required for access to the Cardholder's account information through the internet. Cardholders should maintain the same level of security with I-PINs as with their PIN.