

ENTERPRISE ONLINE AGREEMENT (The 'AGREEMENT')

Between Stanbic Bank Uganda

Registration Number:

At: Plot 17 Hannington Road

Crested Towers Building

P.O.Box 7131 Kampala

("the Bank")

And _____

Registration Number: _____

At (physical address) _____

(the "Principal")

DEFINITIONS

- 1.1 In this Agreement, unless clearly inconsistent with or otherwise indicated by the context, will have the meaning attached below - 1.1.1 "Agreement" means this document, the Operational Documents hereto;
- 1.1.2 "Enterprise Online" means an electronic banking system that provides transactional facilities and services, including without limitation money transfer facilities, third party payment facilities and cross border payment initiation;
- 1.1.3 "Intellectual Property" means patents, trade-marks, service marks, design rights (whether registered or not), applications for any of the foregoing, copyright, know how, trade or business names and other similar rights or obligations whether registered or not;
- 1.1.4 "Operational Documents" means the application form, input form, account registration form as well as the predefined beneficiary form to be completed by the Principal and/or Participants;
- 1.1.5 "Participant" means any employee of the Principal who have been authorised to initiate transactions on the platform in accordance with the provisions of this agreement; such participant shall be bound by the terms and conditions of this Agreement to the extent that it is applicable to such Participant;
- 1.1.6 "Service" shall mean the electronic banking facilities, processes and software offered by the Bank to the Principal and/or Participants from time-to-time.
- 1.2 Words importing the singular shall include the plural, and *vice versa*, and words importing the masculine gender shall include the feminine.

2 DURATION .

- 2.1 This Agreement will commence on date of signature hereof and will continue indefinitely until terminated by the Bank in accordance with the provisions of this Agreement.

3 THE SERVICE

- 3.1 The Service shall consist of different modules as fully described in the Operational Regulations attached hereto as Annexure "A".
- 3.2 In the event of any conflict and/or inconsistencies between this Agreement and the Operational Documents and Regulations, the terms of this document shall prevail.
- 3.3 The Bank may suspend, improve, change, replace, withdraw and include as part of the Service any functionality from time to time, on reasonable notice to the Principal and Participants.

4 RIGHTS AND OBLIGATIONS

- 4.1 The Parties shall:
- 4.1.1 in addition to this Agreement, comply with such other agreement(s) between them relating to products which are delivered via or utilise the Service including but not limited to applicable Exchange Control Regulations;
- 4.1.2 comply with the laws and legislation of the country in which the Services are provided.
- 4.2 The Principal and Participants shall:
- 4.2.1 operate the Service in terms of this Agreement and in accordance with the Operational Regulations as requested in the Operational Documentation;
- 4.2.2 maintain overall responsibility for the operation of the Service within its organisation, and manage the Service and associated security risks through appropriate internal controls as stipulated in the Operational Regulations from time-to-time;
- 4.2.3 immediately inform the Bank, in writing, of all assigned and changed role allocations within its organisation;
- 4.2.4 indemnify the Bank against all claims and/or losses arising out of the Principal or Participant's acts or omissions, whether intentionally or due to negligence and pursuant to the provisions of this Agreement;
- 4.2.5 supply all data and information promptly when requested by the Bank and ensure that all such data, information and instructions are in the specified format and medium and are correct in every sense;
- 4.2.6 take responsibility for the successful acceptance by the Bank of all instructions including payments,

collections and transfers on the Service and the successful reconciliation thereof;

4.2.7 shall have no claim against the Bank where the Bank acts on the instructions including faxes, email or letters purported to be given by persons acting on behalf of the Principal and/or Participants, as the case may be;

4.2.8 ensure that, where applicable, Authority to Debit is given for only those accounts to which the Principal and/or Participant wishes debits to be processed.

4.3 The Principal and Participants acknowledge that they will not be able to countermand any instruction or transaction given or done through the module once that instruction or transaction has been processed.

4.4 The Principal and Participants shall not be entitled to cede or assign this Agreement without the prior written consent of the Bank.

4.4.1 The Bank shall:

4.4.2 use all endeavours to ensure that the Service is functioning in accordance with the Operational Regulations, however, the Bank accepts no liability for downtime and unavailability of the Service;

4.4.3 process the instructions, including payments, collections and transfers, by the action date in accordance with the Operational Regulations;

4.4.4 reject instructions including payments, collections and transfers that are incorrect, incomplete, or not in accordance with the Operational Regulations, or inconsistent with any arrangement with the Bank.

5 PARTICIPANTS MANDATE

5.1 Where the Principal operates on Participants accounts, the Principal agrees to procure an undertaking from such Participants to be bound by the provisions of this Agreement and shall ensure that Participant signs a participant mandate form. If the Service is made available to such a Participant, the term "Principal" where used in this Agreement shall, where the context permits, be deemed to include such a Participant.

5.2 The Bank shall not accept any instruction from a

Participant that changes, replaces, withdraws, restricts or conflicts with any instruction from the Principal in the Service.

6 DISPUTED TRANSACTIONS

6.1 The Principal and the Participant undertake not to backdate transactions. The Bank shall be entitled to decline any such transactions.

6.2 The Bank shall be entitled to reverse any amounts paid to or by the Principal and/or Participants if the transaction is disputed.

7 HARDWARE AND SOFTWARE

7.1 The Principal and Participants shall select, obtain, maintain and take full responsibility for the functioning and security of all hardware and

software, other than that provided by the Bank for the use of the Service.

7.2 For purposes of clarity,, the Bank shall not be liable for the failure or maintenance of any hardware and/or software and for the reliability of any third party software or communication system through which the Service may be accessed.

7.3 The Principal and Participants shall not copy, change, delete or otherwise tamper with the Service.

7.4 The Bank endeavours to provide comprehensive encryption but does not warrant the effectiveness of these measures.

8 PASSWORDS

8.1 The Principal and/or the Participant shall:

8.1.1 keep any identity codes and/or passwords allocated by the Bank confidential to itself and take the necessary measures to prevent unauthorised persons from gaining access thereto;

8.1.2 indemnify and have no claim against the Bank where the Bank acts on instructions purporting to emanate from them including any claims, which may arise out of the unauthorised use of any identity code or password.

9 FEES

9.1 The Principal and Participants shall pay the Bank the fees for the Service as specified by the Bank from time-to-time. The Bank shall give one calendar month's notice to the Principal and Participants of any change of its fees and charges.

9.2 The Principal and Participants authorise the Bank to debit the fees to a designated account, or any of its other accounts if the designated account is not in funds or is closed.

9.3 The details of the designated account are:

Branch code: _____

Account number: _____

10 INTELLECTUAL PROPERTY AND COPYRIGHT

10.1 The Parties shall keep this Agreement, the Service, all information obtained via the Service and all other proprietary information confidential.

10.2 The copyright and all other Intellectual Property rights of whatever nature in the software developed by the Bank, including but not limited to Enterprise Online and any documentation and/or information relating thereto, shall be and remain vested in the Bank, and the Principal and/or Participants undertakes not to reproduce, copy or disclose the Bank's proprietary information to any third party.

10.3 The Bank retains copyright in or license to the Service and all associated documents.

10.4 The Principal and/or Participants undertake not to copy, publish or use the information or database obtained pursuant hereto for any purpose other than as contained herein.

10.5 This clause shall survive the termination of the Agreement.

11 NATURE OF RELATIONSHIP

11.1 The relationship between the Bank and the Principal and/or Participants shall be a banker and customer relationship and shall not be construed as a partnership or an agent relationship.

12 WARRANTIES AND INDEMNITIES

12.1 The Bank warrants that:

12.1.1 it will perform the Services in accordance with the standards set forth in this Agreement; and

12.1.2 it has the requisite skills, expertise and resources to perform the Services.

12.2 The Principal and Participants agree to indemnify the Bank and hold it harmless against all actions, proceedings, claims and demands which may be brought against the Bank and all losses, costs, damages and expenses which the Bank may incur or sustain in connection with or arising out of the provision of the Service to the Principal and the Participants.

13 CONFIDENTIALITY

13.1 Except as otherwise provided in this clause, the terms and conditions of this Agreement, all data, reports, records and information relating to the Service and any other information of any kind whatsoever developed or acquired by any party in connection with this Agreement ("the confidential information") shall be treated by the parties as confidential. No party shall disclose such confidential information to any third party without the prior written consent of the other party hereto.

13.2 The parties obligations in clause 13 shall not apply in respect of information within the public domain or a party's knowledge at the commencement of this Agreement or to disclosure required by law or court order.

13.3 The Bank will take reasonable care to ensure that the Principal and/or Participants' information remains protected from unauthorised access and remains confidential. Any disclosure by the Bank of such information to a third party if necessary for the proper operation of the Service shall not constitute a breach by the Bank of its obligations under this clause.

14 FORCE MAJEURE

14.1 The failure by any party to perform due to circumstances not reasonably within its control, including, without limitations, acts of God, civil commotion, riots, fire, governmental embargoes ("force majeure"), shall not be regarded as breach and the non-performing party shall not be liable for any delay or loss or damage arising therefrom, provided that performance is resumed as soon as is reasonably possible, and provided that written notice of such event shall be given within 48 (forty eight) hours by the affected party.

15 BREACH

15.1 Should any party ("the defaulting party") commit a breach of any provision of this Agreement and fail to remedy such breach within 14 (fourteen) days of receiving a written notice from the other party ("the aggrieved party") requiring the defaulting party to do so, the aggrieved party shall be entitled in addition to its other remedies in law or in terms of this Agreement to cancel this Agreement forthwith and without prejudice to its rights to claim damages.

16 TERMINATION

16.1 Either party may terminate this Agreement or any part of the Service on one calendar month's written notice.

16.2 The Bank may, in its discretion suspend all or any part of the Service offered to the Principal or Participants.

16.3 Notwithstanding anything to the contrary contained herein, either party shall be entitled to terminate this Agreement immediately if the other party:

16.3.1 takes steps to place itself, or is placed in liquidation, whether voluntary or compulsory or under judicial management in either case whether provisionally or finally; or

16.3.2 takes steps to deregister itself or is deregistered; or

16.3.3 commits an act, which would, in the opinion of the Bank, constitute an act of insolvency.

16.4 Termination of this Agreement shall not relieve a party of obligations imposed upon such party by statute or regulation or by this Agreement prior to its termination.

17 LIMITATION OF LIABILITY

17.1 Notwithstanding anything to the contrary contained in this Agreement, the Bank shall not be liable to the Principal and/or Participants for any losses or damages whether direct, indirect, special, incidental, consequential and/or punitive arising pursuant to the provisions of this Agreement and/or the Services. Without derogating from the foregoing, the Bank shall inter alia not be liable for any losses or damages suffered by the Principal and/or Participants arising out of -

17.1.1 any errors or omissions in or delay, breakdown or interruption in or improper operations of or inaccuracies in the operation of the Service nor for any loss of use howsoever caused;

17.1.2 any loss, damage or destruction caused to the Principal or the Participants' hardware, software or any other data processing system as a result of using the Service;

17.1.3 any breach of confidentiality resulting directly or indirectly from the Principal and Participants use of the Service;

17.1.4 any loss arising from fraud, misappropriation or incorrect payments of funds due to the Principal and/or Participant not enforcing an electronic transactional limit on the contra bank account(s) loaded to the Enterprise Online facility.

17.1.5 any matter arising from causes beyond the Bank's control;

17.1.6 loss of profit, revenue, anticipated savings, business transactions or goodwill

18 GOVERNING LAW

18.1 The laws of Uganda shall govern this Agreement and the courts of such country shall have sole jurisdiction.

19 NOTICES AND DOMICILIUM

19.1 The parties choose their respective physical addresses above as their domicilium addresses for service of all notices and processes for legal purposes in respect of this Agreement.

19.2 Either party may change its address for legal notification purposes to another physical address by means of written notice to the other.

20 GENERAL

20.1 This document embodies the entire Agreement between the parties hereto.

20.2 No amendment or variation of any of the provisions of this Agreement shall be of any force or effect unless reduced to writing and signed by both parties.

20.3 No waiver by any party of its rights will be of any force and effect unless in writing and signed by both parties.

20.4 The invalidity, illegality or unenforceability of any of the provisions of this Agreement shall not affect the validity, legality and enforceability of the remaining provisions of this Agreement.

Signed at _____ (on date) _____

Principal: _____

(Duly Authorised)

Identification number: _____

Signed at: _____ (on date) _____

Bank: _____

(Duly Authorised)

As Witness: (1) _____

Full Name: _____

Identification number: _____

As Witness (2) _____

Full Name: _____

Identification number: _____