



التاريخ
Date

DD MM YYYY

بيانات الشركة Corporate Info

اسم المجموعة
Group Name

اسم الشركة
Corporate Name

الحساب التعريفي للشركة
Corporate CIF

تسجيل الشركة
Company Registration

العنوان
Address

عنوان البريد
Mailing Address

+ [] [] [] - [] [] [] [] [] [] [] [] [] [] رقم الهاتف
Telephone

+ [] [] [] - [] [] [] [] [] [] [] [] [] [] رقم الفاكس
Fax No.

عدد مستويات التفويض
Number of authority levels

Service Fees & Charges

(Offered by the Applicant for the Facility)

- All transactions charges will be as per BOK standard fees & Charges for Internet Banking.

Enclosures

- Annexure- A
- Annexure- B
- Annexure- C

الإنفاقية Agreement

We, the undersigned, hereby request using Account(s) we maintain which has to be used for availing the collections, payments or any such other service as proposed by these presents. We have thoroughly read and understood your Terms and Conditions for extending the aforesaid facility or any such other service which are provided along with this applicant form.

We request you to return the accompanying copy of this application duly signed by you in token of your having received our offer to avail the Internet Banking for Business facility/ies.

New Signatory(ies) Authorized signatory(ies)

Name:

Designation:

Signature of Authorized Signatory: [] [] [] [] [] [] [] [] [] []

Date: / /

New Signatory(ies) Authorized signatory(ies)

Name:

Designation:

Signature of Authorized Signatory: [] [] [] [] [] [] [] [] [] []

Date: / /

For Bank Use Only

We agree to extend the above mentioned Internet Banking For Business on the terms and conditions detailed in Annexure-A.

Date: / /

Signature of the Competent Authority with Seal/Stamp

[] [] [] [] [] [] [] [] [] []

Annexure-A

○ Please fill below table for officials information

	Name	Occupation	Mobile	Email	Role(Maker/Authorizer/Viewer)	Sub-account/s	Maximum Approval Amount	Level of Authority (First/Second/Third...etc...)
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

New Signatory(ies) Authorized signatory(ies)

Name:
 Designation:
 Signature of Authorized Signatory:
 Date: / /

New Signatory(ies) Authorized signatory(ies)

Name:
 Designation:
 Signature of Authorized Signatory:
 Date: / /

Annexure-B

○ Terms and Conditions:

Terms and conditions governing IBOK+ Services of Bank of Khartoum:

1. Definitions:

In this document the following words and phrases shall have the meanings as set below unless the context indicates otherwise:

"Account(s)" refers to the user's bank account, deposit or account and/or any other type of account (each account hereafter referred to as an "Account" and collectively as "Accounts"), so maintained with Bank of Khartoum which are eligible Account(s) for purposes of IBOK+ Services. One of these Accounts shall be designated as the Primary Account and all other Accounts, if any, of the user shall be referred to as Secondary Account(s).

Bank of Khartoum, a Sudanese bank, publicly listed as a limited liability company registered under the Sudanese companies Act 1925 with its head quarters office in Khartoum cross Alqasr with Jamhoriya St, referred to hereinafter as BOK on the one hand,

"IBOK+" refers to the Corporate Front-end of the IBOK+ Services offered by BOK to the user including services transfer of funds electronically and any other service as BOK may decide to provide from time to time through IBOK Internet Banking. The availability/non-availability of a particular service shall be communicated to the user through email, web page of BOK or in writing as maybe deemed fit by BOK. Such IBOK+ Internet Banking may be provided by BOK directly or through its associates or contracted service providers.

"**Personal Information**" refers to the information provided by the user to BOK.

"**Terms**" refer to terms and conditions herein for use of Internet Banking.

"**User**", "**Customer**" or "**Client**" refers to a customer of BOK authorized to use IBOK+ Internet Banking. In case user being a corporate/partnership firm/trusts then the persons nominated by the customer may be authorized to use IBOK Internet Banking.

"**IBOK Internet Banking URL**" refers to <https://ib.bok-sd.com>.

In this document all references to the user being referred in masculine gender shall be deemed to include the feminine gender.

2. Applicability of Terms:

These Terms form the contract between the user and BOK for availing IBOK+ Internet Banking through all modes of registration available to the users. The IBOK+ customer shall apply to BOK in the prescribed form for use of IBOK+ Internet Banking in case required by BOK. BOK shall be titled at its sole discretion to accept or reject such applications as may be submitted by the users. By applying for or availing of IBOK+ Internet Banking, the user acknowledges and accepts these Terms. All the services/ products purported to be offered hereunder will be denominated in SDG. No foreign currency transactions or products denominated in foreign currency shall be offered via IBOK+ Internet Banking for transactions within Sudan. Not with standing anything contained herein, all terms and conditions stipulated by the BOK pertaining to the Accounts shall continue to be applicable to the users provided in the event of a conflict in the terms stipulated by the BOK and the terms herein, the terms herein shall have overriding effect. These terms will be in addition to and not in derogation of the terms and conditions relating to any account of the user.

3. Internet Banking for Business:

For the purpose of availing IBOK+ Internet Banking for Business , the user would need to have legal and valid access to the Internet. The information provided to the user through the IBOK+ Internet Banking for Business is not updated continuously but at regular intervals. Consequently, any information supplied to the user through Internet Banking will pertain to the date and time when it was last updated and not as the date and time when it is supplied to the user. BOK shall not be liable for any loss that the user may suffer by relying on or acting on such information. BOK may keep its records of the transactions in any form it wishes. In the event of any dispute, BOK's records shall be binding as the conclusive evidence of the transactions carried out through Internet Banking in the absence of clear proof that BOK's records are erroneous or incomplete. Any request for any service, which is offered as a part of IBOK+ Internet Banking for Business , shall be binding on the user as and when BOK receives such a request. If any request for a service is such that it cannot be given effect to unless it is followed up by requisite documentation on part of the user, BOK shall not be required to act on their quest until it receives such documentation from the user. The user shall ensure that IBOK+ Internet Banking for Business or any related service is not used for any purpose which is illegal, improper or which is not authorized under these Terms.

4. Unauthorized Access:

The user shall take all necessary precautions to prevent unauthorized and illegal use of IBOK+ Internet Banking for Business and unauthorized access to the Accounts provided by IBOK+ Internet Banking for Business. BOK shall take all commercially reasonable care to, ensure the security of and to prevent unauthorized access to the IBOK+ Internet Banking for Business using commercially reasonable technology available in Sudan to BOK.

5. Internet Banking for business Access:

The user would be allotted a Corporate ID, User Id and a Login Password. The first login/registration will be done using the User ID and the Login Password. After first use the user will be required to create a new password. For all subsequent logins the User ID will be used in conjunction with this password created by the user to verify his/her authenticity. As a safety measure, the user shall change the password as frequently thereafter as possible. In addition to User-ID and password BOK may, at its discretion, advise the user to adopt such other means of authentication including but not limited to digital certification and/ or smart cards. The User agrees not to hold BOK liable for any failure to complete the transaction due to non delivery or delay in transmission of authorization password. The user shall not attempt or permit others to attempt accessing the Account information stored in the computers of BOK through any means other than the IBOK+ Internet Banking for Business.

6. Internet Banking for business Password:

The user acknowledges, represents and warrants that the password which will be issued to it, provides access to the Account and that user is the sole and exclusive owner and is the only authorized user of the password and accepts sole responsibility for use, confidentiality and protection of the password, as well as for all orders and information changes (i.e., change of address) entered into Accounts using such password. The user grants express authority to BOK for carrying out transactions and instructions authenticated by such password.

The user unconditionally undertakes to have IBOK+ Internet Banking for Business password of such number of letters/digits as may benotified by BOK from time to time and ensure that the same is kept confidential; and to not let any unauthorized person have access to the internet while the user is accessing the IBOK+ Internet Banking for Business.

If the user forgets the Internet Banking password, the user may request for the issue of a new password by sending a written request to BOK and this shall not be construed as the commencement of a new contract. The user agrees and acknowledges that BOK shall in no way be held responsible or liable if the user incurs any loss as are sult of information being disclosed by BOK regarding his Account(s) or carrying the instruction of the user pursuant to the access of the IBOK+ Internet Banking for Business and the user shall fully indemnify and hold harmless BOK in respect of the same. The user shall maintain the secrecy of all information of confidential nature and shall ensure that the same is not disclosed to any person voluntarily, accidentally or by mistake. The user shall comply with such guidelines, instructions or terms as BOK may prescribe from time to time with respect to the password. Without any responsibilities upon BOK except that express in this Agreement, BOK may issue more than one password to the user by the request of the user.

7. Charges:

BOK reserves the right to charge and recover from the user service charge (including any applicable tax, duty, etc.) as per BOK Agreement for providing the IBOK+ Internet Banking for Business (including charges for all products and services provided via Internet). The user hereby authorizes BOK to recover the service charge by debiting any one of the Accounts of the user or by sending a bill to the user who will be liable to make the payment within the specified period as may be determined by BOK in its discretion. Failure to do so shall result in recovery of the service charge by BOK in a manner as BOK may deem fit, and/or suspension of the facility of IBOK+ Internet Banking for Business without any liability to BOK.

8. Maintenance of Sufficient Balance:

The user shall ensure that there are sufficient funds in any Account for transactions through the IBOK Internet Banking, and BOK shall not be liable for any consequences arising out of its failure to carry out the instructions due to inadequacy of funds always that BOK shall at its sole discretion, be entitled to carry out the instructions notwithstanding such inadequacy without seeking the prior approval from or notice to the user and the user shall be responsible to repay for all related costs and charges. BOK may, at its discretion, levy penal charges for non-maintenance of the minimum balance. In addition to the minimum balance stipulation BOK may levy service charges for use of IBOK+ Internet Banking for Business which will as per the IBOK+ Agreement with the customer. Any change in such service charges will be mutually decided by BOK and the customer. The user authorizes BOK to recover all charges related to Internet Banking as agreed upon by either debiting any one of the Accounts or by way of raising a monthly bill towards the services.

9. E-Payments through Internet Banking for Business:

The User accepts that he will be responsible for keying in the correct beneficiary credentials including account number, IFSC codes, etc for the e-Payment request. In no case, BOK will be held liable for any erroneous transactions incurred arising out of or relating to the user entering wrong credentials. Also, in no case, BOK will be held liable for any erroneous transactions incurred arising out of or relating to the user entering any incomplete or undecipherable or unreadable or erroneous inputs keyed in by the user. BOK shall not be liable for any omission to affect e-Payments or delay in remittances due to circumstances beyond its reasonable control. BOK reserves the right to charge the user for the use of e-Payments by giving due notice to the customers about such charges. If e-Payments are made available to the user, then funds may be transferred by user from any of its account(s) to other account(s) belonging to third parties maintained at BOK or with any other banks covered under the RTGS/NEFT services provided by BOK.

10. Authority to BOK for Internet Banking For Business:

The user irrevocably and unconditionally authorizes BOK to access all his Account(s) for effecting banking and/or other transactions performed by/relating to the user through the IBOK+ Internet Banking for Business . The instructions of the user shall be executed only when such instruction is given in accordance with the procedure prescribed by BOK in this behalf. BOK shall have no obligation to verify the authenticity of any transaction/instruction received or purported to have been received from the user through IBOK+ Internet Banking for Business or purporting to have been sent by the user other than by means of verification of the IBOK+ Internet Banking for Business User-ID and the password. Records maintained by BOK of transactions carried out by user using IBOK+ Internet Banking for Business , including but not limited to the time of recording of transaction shall be conclusive proof of the genuineness and accuracy of the transaction and binding for all purpose. While BOK shall endeavor to carry out the instructions promptly, they shall not be responsible for any delay in carrying on the instructions due to any reason whatsoever, including due to failure of operational systems or any requirement to flaw. All the transactions arising through the use of the IBOK+ Internet Banking for Business to operate a joint account shall be binding on all the joint account holders, jointly and severally.

11. Instructions:

All instructions for IBOK+ Internet Banking for Business shall be given, through computer or any other device/medium/channel enabled by BOK for the purpose, by the user in the manner indicated by BOK. The user is also responsible for the accuracy and authenticity of the instructions provided to BOK and the same shall be considered to be sufficient to operate the IBOK+ Internet Banking for Business . BOK shall not be required to independently verify the instructions, and the instruction shall remain effective till such time the same is countermanded by further instructions by the user.

BOK shall have no liability if it does not or is unable to or prevent the implementation of an instruction which is subsequently countermanded. Where BOK considers the instructions to be inconsistent or contradictory it may seek clarification from the user before acting on any instruction of the user or act upon any such instruction as it deems fit. BOK is not obliged to keep a record of the instructions given by user through IBOK+ Internet Banking, nor under any obligation to provide such records where it maintains such records at its own discretion. Further, IBOK+ is not obliged to verify user's instructions given through IBOK+ Internet Banking for Business.

BOK may refuse to comply with the instructions without assigning any reason and shall not be under any duty to assess the prudence or otherwise of any instruction and have the right to suspend the operations through the IBOK+ Internet Banking for Business if it has reason to believe that the user's instructions will lead or expose to direct or indirect loss or may require an indemnity from the user before continuing to operate the Internet Banking.

Any instruction, order, direction, request entered using the password of the user shall be deemed to be an instruction, order, directive, request received from the user. All instructions, requests, directives, orders, directions, entered by the user either electronically or otherwise are based upon the user's decisions and are the sole responsibility of the user. The user understands that entering an instruction, direction, order, and request with BOK, either electronically or otherwise, does not guarantee execution of such instruction, direction, order, request. BOK shall not be deemed to have received any instruction, direction, order, request electronically transmitted by the user until it confirms the receipt of such instruction, direction, order, request. If the user instructs BOK to excuse instructions electronically which are same hard instructions, BOK shall not be liable if it excuses the electronically instructions and the hard instructions, it shall be the sole responsibility of the user to deliver his/her instructions to BOK, and BOK shall be entitled to charge the electronically instructions and the hard instructions.

12. Accuracy of Information:

The user is responsible for the correctness of information supplied to BOK for use of the IBOK+ Internet Banking for Business or through any other means such as electronic mail or written communication. BOK accepts no liability for the consequences arising out of erroneous information supplied by the user. If the user notices an error in the information supplied to BOK either in the application form or any other communication, he shall immediately advise BOK which will endeavor to correct the error wherever possible on a "reasonable efforts" basis.

13. Liability of the user and BOK:

BOK does not guarantee the accuracy, completeness, sustainability or efficiency of any of the services to be provided by it hereunder. The User accepts to use the Services at the user's own risk. The Services will be provided by BOK to the user on best effort basis. BOK shall not be liable for any unauthorized transactions occurring through the IBOK+ Internet Banking for Business and the user hereby fully indemnifies and holds BOK harmless against any action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof. BOK shall under no circumstance be held liable to the user if the IBOK+ Internet Banking for Business is not available in the desired manner for reasons including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure, or any other reason. Under no circumstances shall BOK be liable for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, interruption of business or any loss of any character or nature whatsoever and whether sustained by the user or by any other person. Illegal or improper use of the IBOK Internet Banking shall render the user liable for payment of financial charges as decided by BOK or will result in suspension of the operations through the IBOK+ Internet Banking for Business.

14. Disclaimer of Warranties:

The Client expressly agrees that use of the Website is at its sole risk. The Website is provided on an "as is" and "as available" basis. Except as warranted in the Terms, BOK expressly disclaims all warranties of any kind, whether express or implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, data accuracy and completeness, and any warranties relating to non-infringement in IBOK+ Internet Banking for Business.

BOK does not warrant that access to the Website and IBOK+ Internet Banking for Business shall be uninterrupted, timely, secure, or error free nor does it make any warranty as to the results that maybe obtained from the Website or use, accuracy

or reliability of IBOK+ Internet Banking for Business. BOK will not be liable for any virus that may enter the user's system as a result of the user using IBOK+ Internet Banking. BOK does not guarantee to the user or any other third party that IBOK+ Internet Banking for Business would be virus free.

15. Indemnity:

In consideration of BOK providing the user the IBOK+ Internet Banking for Business, the user shall, at his own expense, indemnify and hold BOK, its directors and employees, representatives, agents, as the case may be, indemnified against all losses and expenses on full indemnity basis which BOK may incur, sustain, suffer or is likely to suffer in connection with BOK's execution of the user's instructions and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses as a consequence or by reason of providing a service through IBOK+ Internet Banking for Business for any action taken or omitted to be taken by BOK, its officers, employees or agents, on the instructions of the user. The user will pay BOK such amount as may be determined by BOK to be sufficient to indemnify it against any such, loss or expenses even though they may not have arisen or are contingent in nature. Further, the user agrees, at its own expense, to indemnify, defend and hold harmless BOK, its directors and employees, representatives, agents against any claim, suit, action or other proceeding brought against BOK, its directors and employees, representatives, agents, by a third party, to the extent that such claim, suit, action or other proceeding brought against BOK, its directors and employees, representatives, agents is based on or arises in connection with the user of IBOK Internet Banking with reference to:

- i. A violation of the Terms contained herein by the use.
- ii. Any deletions, additions, insertions or alterations to, or any unauthorized use of, IBOK+ Internet Banking for Business by the user.
- iii. Any misrepresentation or breach of representation or warranty made by the user contained herein. or
- iv. Any breach of any covenant or obligation to be performed by the user hereunder. The user agrees to pay any and all costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against it or otherwise incurred by or in connection with or arising from any such claim, suit, and action or proceeding attributable to any such claim. The user hereby agrees that under no circumstances, BOK's aggregate liability for claims relating to IBOK+ Internet Banking for Business, whether for breach or interior contract (including but not limited to negligence) shall be limited to the transaction charges/fees or consideration paid by the user within the previous twelve(12) months for Internet Banking, excluding any amount paid towards transactions.

16. Disclosure of Information:

The user agrees that BOK or their contractors may hold and process his personal Information and all other information concerning his Account(s) on computer or otherwise in connection with the IBOK+ Internet Banking for Business as well as for analysis, credit scoring and marketing. The user also agrees that BOK may disclose, in strict confidence, to other institutions, such personal Information as may be reasonably necessary for reasons inclusive of but not limited to participation in any telecommunication or electronic clearing network, in compliance with a legal directive, for credit rating by recognized credit scoring agencies, or for fraud prevention purposes.

17. Change of Terms:

BOK shall have the absolute discretion to amend or supplement any of the Terms at any time and will endeavor to give prior notice of fifteen days for such changes wherever feasible. Such change to the Terms shall be communicated to the user. By using any new services as may be introduced by BOK, the user shall be deemed to have accepted the changed Terms.

18. Non-Transferability:

The grant of IBOK+ Internet Banking for Business to a user is not transferable under any circumstance and shall be used only by the user.

19. Termination of IBOK+ Internet Banking for Business :

The user may request for termination of the IBOK+ Internet Banking for Business any time by giving a written notice of at least 15 days to BOK. The termination shall take effect on the completion of the fifteen day. The user will remain responsible for any transactions made through the IBOK+ Internet Banking until the time of such termination. BOK may withdraw or terminate the IBOK+ Internet Banking for Business anytime either entirely or with reference to

a specific service or user, or in case of breach of Terms by the user without a prior notice; or if it learns of the death, bankruptcy or lack of legal capacity of the user. Clause 15 & 13 shall survive the termination of the IBOK+ Internet Banking for Business for Business for any reason whatsoever. IBOK+ Internet Banking for Business to a user is not transferable under any circumstance and shall be used only by the user.

20. Notices:

Notices under these Terms may be given by BOK and the user in writing by delivering them by hand or by sending them by post to the last address given by the user and in the case of BOK to the IBOK+ Hub at Khartoum, Sudan. In addition, BOK may also publish notices of general nature, which are applicable to all users in a newspaper or on its web site located at www.bankofkhartoum.com. Such notices will have the same effect as a notice served individually to each user. Notice and instructions to users will be deemed served 7 days after posting or upon receipt in the case of hand delivery, cable, telex or facsimile.

21. Governing Law:

These Terms and/or the operations in the Accounts of the user shall be governed by the laws of The Republic of Sudan. The Parties hereby agree that any legal action or proceedings arising out of the interpretation and/or execution of these Terms and Conditions or the underlying transactions shall be brought in the courts of Sudan and irrevocably submit themselves to the jurisdiction of such courts and tribunals. BOK may, however, in its absolute discretion, commence any such legal action or proceedings in any other court, tribunal or other appropriate forum, and the user hereby consents to that jurisdiction. Any provision of the Terms for IBOK+ Internet Banking for Business which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of the Terms or affect such provision in any other jurisdiction.

22. Applicability to Future Accounts:

BOK and the user agree that if the user opens further Accounts with/subscribes to any of the products/services of BOK, and BOK extends the IBOK+ Internet Banking for Business by the user.

Accounts or products or services and the user opts for use thereof, then the Terms shall automatically apply to such further use of the IBOK+ Internet Banking for Business by the user.

23. General:

The clause headings herein are for only for convenience and do not affect the meaning of the relative clause. BOK may sub-contract and employ agents to carry out any of its obligations under this contract. IBOK+ Internet Banking for Business service would be available to the users in certain timings specified by BOK from time to time and transactions would be carried out on the same day or on the next working day depending upon the time of logging of the transaction. The user would have to ensure that the equipment used for availing of IBOK+ Internet Banking for Business meets the criteria as may be specified by BOK from time to time. All costs incurred by the user including telecommunication costs to use the IBOK+ Internet Banking for Business would be borne by the user. As a tool to correct misunderstandings, the user understands, agrees and authorizes BOK, at its discretion, and without further prior notice to the user, to monitor and record any or all telephone conversations or electronic communications between the user and BOK and any of its employees or agents.

These terms and conditions contain BOK's entire agreement (except as otherwise expressly provided herein) and supersede and replace any previously made proposals, representations, understandings and agreements, express or implied, either or writing between the user and BOK for IBOK+ Internet Banking for Business. The user acknowledges that it has not relied on any representation made by BOK or any of its employees or agents and has made it independent assessment of Internet Banking. Not third party will have any rights or claims under these terms and conditions.

24. Assignment:

BOK shall be entitled to sell, assign, securitize or transfer BOK's right and obligations under the Terms and any

security being in favor of BOK (including all guarantee/s) to any person of BOK's choice in whole or in part and in such manner and on such terms and conditions as BOK may decide. Any such sale, assignment, securitization or transfer shall conclusively bind the user and all other persons. The user, his heirs, legal representatives, executors, administrators and successors are bound by the Terms. BOK may sub-contract and employ agents to carry out any of its obligations under this contract. However, the user shall not be entitled to transfer or assign any of his rights and obligations hereunder.

25. Right of set-off and Lien:

BOK shall have the right to offset-off and lien, irrespective of any other lien or charge, present as well as future, on the deposits/scrips and/or any other funds held in the Account(s) or in any other account, whether in single name or joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of the IBOK+ Internet Banking for Business extended to and/ or used by the user.

26. Proprietary Rights:

BOK shall make reasonable efforts to advise from time to time the Internet software such as browsers which are required for availing of IBOK+ Internet Banking for Business. There will be no obligation on BOK to support all or any versions of the Internet soft ware as maybe required for offering IBOK+ Internet Banking for Business. The user acknowledges that the software underlying the IBOK+ Internet Banking for Business as well as other Internet related software which are required for accessing IBOK+ Internet Banking for Business is the legal property of the respective vendors. The permission given by BOK to access IBOK+ Internet Banking will not convey any proprietary or ownership rights in such software. The user shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying IBOK+ Internet Banking for Business or create any derivative product based on the software.

27. Communications through Electronic means:

Documents sent by electronic delivery will contain all the information as it appears in the printed hard copy version as prepared and distributed by the originator, with the possible exception of graphic insertions such as photographs or logo types. Electronic delivery may be in the form of an electronic mail, an attachment to the electronic mail, or in the form of an available download from the Website. BOK would be deemed to have fulfilled its legal obligation to deliver to the user any document if such document is sent via electronic means. Failure to advise BOK of any difficulty in opening a document so delivered within twenty-four (24) hours after delivery shall serve as an affirmation regarding the acceptance of the document.

28. E-statement:

The Bank may at the request of the Customer issue the detailed Transaction Status Statement to the Customer at e-mail ids specified by the Customer (such Statement of Transaction Status called "MIS") at a frequency as determined by the Bank, from time to time, for each Account. The Customer to get a MIS shall issue a written request (either stand alone or as part of the account opening documentation), request through the bank by phone facility or through an Internet specifying the e-mail ids on which the MIS should be sent. The Bank shall issue the MIS to the Customers on terms and conditions, as may be prescribed by the Bank from time to time. Some of such terms and conditions are:

- The MIS received by the Customer shall be having all the details with respect to the transactions in the respective Account and shall be for the information of the Customer. In the event the Statements/messages/MIS as sent to the Customer over any electronic delivery channel (including but not limited to IBOK+ Internet Banking for Business or e-mail) do not tally, for whatever reason, with the records available at the Bank, the records available at the Bank shall prevail.
- The Bank reserves its right to levy charges for issuance of physical copies of MIS and debit the same to any of the account of the Customer, without any prior or post intimation and the Bank shall also not be liable for any return/dishonor of any payment instrument/instruction due to reduction in balance in the respective account as a consequence of such debit.
- The Customer agrees and undertakes that in the event the Customer chooses to get electronic MIS then the hardcopy of the MIS shall be issued to the Customer on a reduced frequency as determined by the Bank, from

time to time. The Bank may at its sole and absolute discretion issue hard copy of the MIS at different frequencies. Statements or messages or MIS sent from the Bank to an e-mail account or other electronic receiving communication systems/ servers, shall be at the entire and sole risk of the Customer and may be lost, incorrectly received, or sent to an incorrect e-mail or are accessible to third parties, and the Bank shall not and cannot be responsible or made liable for such incorrect or failed transmission. The Bank shall not be liable or responsible for any loss or consequences suffered/incurred by the Customer due to receiving or assessing MIS.

Notwithstanding the obligation of confidentiality imposed on the Bank to keep the information and the transactions of the Customers confidential the Bank shall not be responsible or liable in any manner in the event the MIS are assessed by any third party due to the same being sent over Internet.

The Bank shall not be responsible or liable for the timeliness, completeness, accuracy and successful delivery or receipt of the MIS. It is being expressly agreed that the Bank shall not be responsible or liable in case MIS do not reach the Customer due to any reason including but not limited to limited storage space in the email ID of the Customer and / or MIS bouncing back. Bank shall not be responsible or liable for not sending or delay in sending of MIS and the Customer shall hold the Bank harmless and indemnified against any loss or consequences thereof arising there from.

29. Internet Fraud & Technology Risks:

The Customer hereby acknowledges that he is utilizing the IBOK+ Internet Banking for Business at his own risk. These risks would include the following risks:

i) Misuse of password/ PIN: The Customer/User acknowledges that if any unauthorized/third person obtains access to his password or PIN, such unauthorized/third person would be able to have access to the facility and to provide instructions to BOK and transact all his accounts. In such case, BOK shall not be liable for any loss, damage sustained to Customer. The Customer and User shall ensure that the terms and conditions applicable to the use of the password as contained in the Clause 6. IBOK+ Internet Banking for Business Password Terms are complied with at all times.

(ii) Internet Frauds: The Internet perse is susceptible to a number of frauds, misuse, hacking and other actions, which could affect instructions given to BOK. Whilst BOK shall aim to provide security to prevent the same, there cannot be any guarantee from such internet frauds, hacking and other actions which could affect the instructions given to BOK. The Customer shall separately evolve/evaluate all risks arising out of the same.

(iii) Mistakes and Errors: The Customer and User are aware that they are required to mention correct details. In the event of any inaccuracy in this regard, the funds could be transferred to incorrect accounts, for which BOK shall not be liable. The User and Customer will ensure that there are no mistakes and errors and the information/ instructions given by the User and Customer to BOK in this regard are without terror, accurate, proper and complete at all points of time. On the other hand, in the event of Customer's account receiving an incorrect credit by reason of a mistake, the Customer/User shall immediately inform and return such amounts to BOK. BOK shall also been titled to recover such amounts as above and reverse the incorrect credit at any time what so ever without prior notice/consent of the Customer. The Customer shall be liable and responsible to BOK and shall accede and accept instructions of BOK without questions for any unfair or unjust gain obtained by the Customer.

(iv) Transactions: The transactions as per User's instructions under IBOK+ Internet Banking for Business may not fructify or may not be completed for any reason whatsoever. In such cases, the Customer shall not hold BOK responsible or involved in any manner in the said transaction(s) and contracts and Customer's sole recourse in this regard shall be with the party to whom User's instructions were favoring. BOK is merely providing the services to the Customer and BOK shall not be responsible in this regard.

(v) Technological Risks: The technology for enabling IBOK+ Internet Banking for Business offered by BOK could be affected by virus or other malicious, destructive or corrupting code or program. It may also be possible that the site of BOK may require maintenance/repairs and during such time it may not be possible to process the request of the Customer/User. This could result in delays in processing of instructions or failure in the processing of instructions and other such failures and mobility. The Customer undertakes and agrees that BOK disclaims all and any liability, whether direct or indirect, arising out of loss or profit or otherwise arising out of any failure or inability by BOK to honor Customer's/User's instructions for whatsoever reason. BOK shall not be liable if the instruction given by the User's is not received correctly and/or is not complete and/or is not in readable form. The Customer and User understand and accept that BOK shall not be responsible for any of the said risks. The Customer also accepts that BOK shall disclaim all liability in respect of the said risks.

Annexure-C

Board Resolution

Certified copy of an extract from the minutes of the meeting, of Board of Directors of _____ (Company Name), duly convened and at which a proper quorum was present, held at _____ on the ____ day of _____ (Year).

We hereby certify that the following resolution of the Board of Directors of _____ was passed at a meeting of the Board held at _____ and has been duly recorded in the minutes book of the said company.

Resolved that upon approval by the Bank of Khartoum, for provision of e-Payment facility through IBOK+ Internet Banking of their Internet Banking for Business Services , _____(Name and designation) of the Company be and is hereby authorized to operate the e-payment system as approved by the Bank of Khartoum and the necessary log- in ID and password be granted for the same.

Further Resolved that the e-payment system will be operate by _____ (Name and Designation), within the rules, guidelines, limits and conditions as specified in the sanction letter pertaining to facilities sanctioned by the Bank of Khartoum.

Further Resolved that _____(Name & Designation), be and is hereby authorized to nominate officials of the company who will be provided with User-ID and Passwords for carrying out electronic transactions through the IBOK+ Internet Banking of the Bank and assign them the roles of makers and checkers as per the requirements of the company under intimate of the Bank.

Further Resolved that the company will follow the Authorization Matrix as furnished in the Annexure to this document:

Further Resolved that _____ (Name and Designation), be and is hereby authorized to execute all the documents required for the same and the company will be liable for all the action taken _____ (Name by & Designation) in this regard.

Certified True Copy

Date:

Chairman of the Meet: