

To: Citibank, N.A., Kenya Branch
Citibank House, Upper Hill Road
P.O. Box 30711-00100 Nairobi

From: _____

Date: _____

DELIVERY OF BANK ACCOUNT STATEMENTS ELECTRONICALLY BY EMAIL

We, _____, (the "Customer") hereby agree to you, Citibank, N.A., Kenya Branch, ("Citibank"), delivering the Customer's bank account statements (each, a "Statement") in respect of all the Customer's accounts held with Citibank electronically via email on the terms and conditions set out in this Agreement:

1. Statements shall be sent by Citibank to the Customer by email and the emails shall be encrypted. The original Statement shall be sent to the individual designated by the Customer in the second column of Annexure "A" hereto and, copy Statements shall be sent to the individuals designated by the Customer in the fifth column of Annexure "A" hereto and to the email addresses set out next to those persons' names in the third and sixth columns, respectively, of Annexure "A" hereto, in respect of the account(s) set out before those persons' names in the first column of Annexure "A" hereto.
2. Citibank will advise the recipients set out in Annexure "A" hereto on the activation procedures to facilitate the secure delivery of Statements electronically, which procedures will include, without limitation, the security regarding password protected attachments to emails as well as activation and ongoing use of the password requirements and which procedures will be supplied to the Customer.
3. The Customer shall notify Citibank in writing of any changes to the information set out in Annexure "A" hereto from time to time. Upon written acknowledgment by Citibank of receipt of such written notice, Citibank shall send Statements in respect of the accounts to the persons so designated by the Customer.
4. Citibank shall not be obliged to deliver Statements in any other form or manner to the Customer apart from electronically.
5. The Customer shall retain the Statements in readable form for a period of at least seven (7) years from the date of the Statement.

6. The Customer understands and accepts the risks associated with use of electronic media specifically email. Citibank and its affiliates shall not under any circumstances be responsible for any unauthorised access to and/or alteration of any communications or Statements sent to the Customer by Citibank via email and/or any errors or delays associated with any email system and/or encrypted data.
7. Citibank and its affiliates shall not be liable for, and the Customer hereby indemnifies Citibank and agrees to hold Citibank harmless from and against, any and all actions, proceedings, claims, payments, damages (including without limitation, special, indirect, consequential and punitive damages), losses, costs, liabilities, demands, penalties, charges, taxes, duties, fees, interest and/or expenses of whatsoever nature (altogether, "**Losses**") which Citibank or any of its affiliates, the Customer or any third party may at any time have instituted or awarded against it, be called upon to make, suffer, sustain or incur as a result of, in connection with or arising in any way whatsoever out of Citibank sending Statements to the Customer via email, provided always that the Customer shall not be liable to the extent such Losses are found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from Citibank's gross negligence or willful misconduct. The Customer agrees to immediately on demand pay Citibank the amount of all such Losses.
8. Citibank shall be entitled to sub-contract or outsource the delivery of Statements via email to any third party and the Customer hereby consents to the transfer and disclosure by Citibank of any information relating to the Customer to such third party for such purposes.
9. Save as may otherwise be specified above, the existing terms and conditions of business agreed between Citibank and the Customer, including without limitation the General Account Conditions, shall remain in full force and effect.
10. This Agreement shall be governed by and construed in accordance with the laws of the Kenya and the parties hereto consent and submit to the jurisdiction of the Kenyan courts.

Date: _____, 20____

Signed by:

Signature: _____

Signature: _____

Name: _____

Name: _____

Authorised signatures as per signature mandate on behalf of the Customer

Accepted and agreed to as of the date above:
Citibank, N.A., Kenya Branch

By: _____

Name: _____

Title: _____