

TERMS AND CONDITIONS RELATING TO THE SUPPLY OF GOODS AND SERVICES

1. GENERAL

All goods and services supplied to NMB Bank Plc. ("**NMB**") by the Supplier/Service Provider (the meaning and details of whom are set out in the Agreement) shall be made and supplied in accordance to the terms and conditions stipulated in this Annexure B only. These conditions shall take precedence over any terms and conditions which may be contained in the Supplier's acceptance of order, or other Supplier documentation, and may only be altered with the express written agreement of NMB. Any conflicting statements in any acceptance of order or other documentation issued by the Supplier shall be null and void, unless such special terms have been expressly agreed to in writing by NMB.

2. DEFINITIONS

- 2.1. "**Applicable Laws**" means and includes the laws and standards of United Republic of Tanzania. In the event that the Supplier is not based in Tanzania, the Parties shall agree on the applicable law to be used;
- 2.2. "**Designated Party**" means any person or entity:
- 2.2.1. Who has received notice of any financial transactions involving the assets of such person have been, or are to be, blocked; or
 - 2.2.2. Who is or was convicted, found guilty or against whom a judgment or order was entered in any proceedings for violating money laundering, anti-corruption or bribery, or international economic or anti-terrorism sanction laws, or whose assets were seized, blocked, frozen or ordered forfeited for violation of money laundering;
- 2.3. "**NMB/the "Bank"**" means NMB Bank Plc.
- 2.4. "**Prohibited Payment**" means any offer, gift, payment, promise to pay, or authorisation of the payment of any money or anything of value (including charitable and political contribution), directly or indirectly, to an NMB staff, including to or for the use or benefit of any person or entity, to the extent that one knows or has reasonable grounds for believing that all or a portion of the money or thing of value which was given or was to be given or is to be given to such other person or entity, will be paid, offered, promised or authorised to be paid by such other person or entity, directly or indirectly, to an NMB staff, for the purpose of either: (i) influencing an act or decision in his official capacity; (ii) inducing the NMB staff to do or omit to do any act in violation of his lawful duty; (iii) securing any improper advantage; or (iv) inducing the NMB staff to use his influence thereof to affect or influence any act or decision, in order to assist in obtaining or retaining business or in directing business to any party;
- 2.4.1. without derogating from the generality of this definition, a prohibited payment includes any offer of **advantage**, defined as a gift of any property, movable or immovable; loan; fee; reward or favour and includes valuable consideration of any kind; discount; commission; rebate; bonus deduction or percentage and also employment or service or an agreement to give employment or render services in any capacity. A prohibited payment can be referred to as **corrupt transaction**, defined as:
 - 2.4.1.1. the corrupt soliciting, acceptance or obtaining, or agreement to accept or attempt to obtain from any person any advantage as an inducement to, or reward for, or otherwise on account of, any agent doing, or forbearing to do, or having done or forborne to do, anything in relation to NMB's affairs or business;
 - 2.4.1.2. the corrupt giving, promise or offer of any advantage to any person, whether for the benefit of that person or of another person, as an inducement to, or reward for, or otherwise on account of, any agent doing, or forbearing to do, or having done or forborne to do, anything in relation to NMB affairs or business.
- 2.5. "**Prohibited Transaction**" means, among other things, any transaction (including any act of omission, commission, assistance to another, or aiding and abetting in furtherance of the transaction) that involves:
- 2.5.1. the receipt, transfer, transportation, retention, use, structuring, diverting, or hiding the proceeds of any criminal activity whatsoever, , fraud or the engaging in a transfer of funds or financial transaction to promote such an activity, including making a Prohibited Payment to a Government Official;
 - engaging or becoming involved in, financing or supporting financially or otherwise, sponsoring, facilitating, or giving aid or comfort to ant terrorist person, activity or organisation; or
 - 2.5.2. a Designated Party.
- 2.6. "**Substantive Violation**" means one or more of the following on the part of the Supplier:
- 2.6.1. a violation of, or conspiracy to violate, Applicable Laws;
 - 2.6.2. the making of a Prohibited Payment or the commission of a Prohibited Transaction; or
 - 2.6.3. a refusal to permit an audit by independent accountants or other inspectors, investigators or auditors at the request of NMB provided in this Agreement.

3. INTERPRETATION

3.1. In this Agreement unless the context indicates a contrary intention –

3.1.1. clause headings are for convenience only and shall not be used in its interpretation;

3.1.2. an expression which denotes any gender includes the other genders and a natural person includes an artificial person and vice versa;

3.1.3. The singular includes the plural and vice versa.

4. ORDER AND SUPPLY

The Supplier shall supply to NMB the goods and services and the quantities thereof on NMB's order(s). All orders shall be in writing and signed by NMB. Orders shall be made subject to there being in place a duly executed contract specifying the exact grace period (if any) and penalty clause.

5. THE GOODS AND SERVICES

The goods and services shall be those approved by the tender committee of NMB; and specified in the particular agreement herein.

6. THE PRICE

The price for the goods and services shall be those as listed and approved by the tender committee of NMB; and specified in the particular agreement herein. The aforesaid price shall remain fixed for a period of 1 (one) year from date of signature hereto. Any price increase shall require NMB's prior written consent. Goods and services ordered before an agreed price increase shall be charged at the then prevailing price prior to such increase. Any such price increase shall be reduced to writing and signed by the Parties.

7. TERMS AND PAYMENT

7.1. No purchase price for services ordered by NMB shall be paid by NMB unless an official order number has been issued by NMB to the Supplier in respect of the relevant order. All invoices shall be accompanied by the relevant order number and supporting documentation including proof of delivery marked for the attention of:

NMB Bank Plc
Finance and Control Department

Posted to:	or delivered to:
PO Box 9213,	NMB Bank Plc.,
Dar es Salaam	NMB Head Office,
	Junction of Ohio & Ali Hassan Mwinyi Road,
	Dar es Salaam.

7.2. No pre-dated or post-dated invoices/statements shall be accepted by NMB. Provided NMB has purchased services to the value of the amount as set out in the Agreement, NMB shall be entitled to claim and deduct the percentage as set out in the Agreement from the purchase price payable in respect of an order of services in the event NMB effects payment thereof within 30 (thirty) working days of date of receipt of an undisputed invoice.

7.3. The Supplier shall only be paid by NMB for goods delivered and services performed in jurisdictions where the Supplier is located or renders services.

Note: Local suppliers must open and maintain and account with NMB for payment purpose.

8. PLACE OF PERFORMANCE

The relevant designated site(s) to which ordered services shall be performed shall be indicated on the relevant order/agreement. NMB may in its sole and absolute discretion vary the designated site(s), in which event no additional fee/costs/expenses shall be paid by NMB to the Supplier.

9. DATE AND TIMES OF PERFORMANCE AND EXTENSIONS THERETO

The date and times at which the services shall be performed by the Supplier in terms of the Agreement shall be set out in the relevant order; any extensions granted thereto shall be reduced to writing and signed by NMB.

10. QUALITY CONTROL



- 10.1. The Supplier shall pay all expenses incurred by NMB in respect of any work or material rejected by reason of its being found to be defective, of inferior quality or otherwise unacceptable.
- 10.2. In the case of default on the part of the Supplier in fulfilling any obligation in terms of this Agreement, NMB shall be entitled, after having given the Supplier written notice to such effect, to employ and pay other persons to carry out the same, and all consequential or incidental expenses shall be borne by the Supplier and shall be recoverable from him by NMB or may be deducted by NMB from any monies due or which may become due to the Supplier.

11. QUALITY AND AVAILABILITY OF GOODS & SERVICES

- 11.1. The Supplier shall -
- 11.1.1. ensure that it provides to NMB Plc. the services of the highest standard of quality as per industry standards; and
 - 11.1.2. at all times give full commitment to the requests and needs of NMB; and
 - 11.1.3. ensure the availability of their services.

12. BUSINESS CONTINUITY PLAN

- 12.1. The Supplier has, and will have in place throughout the term of this Agreement, a Business Continuity Plan to minimise operational disruption to the provision of the Services. The Supplier's Business Continuity Plan will include:
- 12.1.1. names and contact details for staff responsible for invoking and managing Service workarounds during operational disruption;
 - 12.1.2. contact details of third parties, needed to implement Service workarounds;
 - 12.1.3. details of how the Service workarounds will be implemented for a loss of information technology (IT), building, telephones or disaster against its business etc.).

13. INDEMNITIES BY THE SUPPLIER

- 13.1. The Supplier or its employees/contractors/agents, shall take high precaution in the provision of the said services to make sure that NMB is well served and not exposed to any risk through the Supplier's/(or its employees/contractors/agents) negligence in the course of performing its duties.
- 13.2. The Supplier shall review the instructions and/or orders from NMB for the services thereof and advise NMB where necessary for the purpose of protecting NMB against legal, human resources, commercial and financial risks.
- 13.3. The Supplier, at its own expenses, shall indemnify, defend and hold NMB harmless against any liens filed on the property of NMB by the Supplier's employees, contractors or agents for amounts due for work performed by them under this Agreement or otherwise. The Supplier warrants that it has adequate professional indemnity.
- 13.4. The Supplier indemnifies NMB against any claims that may be made against NMB by any third party in connection with the services, whether such claims are in respect of damage to property, consequential loss, personal injury or death or any other matter whatsoever.

14. BREACH

In the event of the Supplier on the one hand or NMB on the other hand (hereinafter referred to as "**the defaulting party**") committing a breach of any of the provisions of this Agreement, then the Party which is not so in breach (hereinafter referred to as "**the aggrieved party**") shall be entitled to give the defaulting party written notice to remedy the breach. If the defaulting party fails to comply with that notice within 7 (seven) calendar days of receipt thereof the aggrieved party shall be entitled to terminate this Agreement or to claim such specific performance, in either event without prejudice to the aggrieved party's rights to claim damages. The aforesaid is without prejudice to such other rights as the aggrieved party may have at law.

15. SUSPENSION OR CANCELLATION OF SERVICE

- 15.1. NMB reserves the right to suspend, delay or cancel the order(s) of some or all of the services if:
- 15.1.1. the Supplier is insolvent or is unable to pay its debts, or seeks to effect any compromise with any of its creditors or compound any of its debts; or



- 15.1.2. the Supplier is placed under an order of sequestration, judicial management or liquidation, whether such order be provisional or final; or
- 15.1.3. the Supplier is the subject of any resolution passed to enable it to be wound-up or dissolved; or
- 15.1.4. any judgement is given against the Supplier in any court of law and, if appealable, is not appealed against within the period allowed for the lodging of such an appeal or if not subject to an appeal, remains unsatisfied for a period of 10 (ten) days; or
- 15.1.5. the Supplier is in breach of any of its obligations to NMB.
- 15.2. No suspension, delay or cancellation as a result of any of the foregoing events shall affect any other right which NMB may have against the Supplier in terms of this Agreement or at law.

16. PATENTS AND COPYRIGHT

- 16.1. The Supplier warrants that the Works/goods or any portion or combination thereof required under the terms of this Agreement will not infringe upon any patent, registered design, trademark or copyright or other protected rights and hereby indemnifies NMB against any action, claim or demand, costs or expenses, arising from or incurred by reason of any infringement or alleged infringement or other protected rights in respect of the Works/goods or any portion or combination thereof, or any other arrangement, system or method of using, fixing or working the same authorised or recommended by the Supplier.
- 16.2. NMB shall be entitled to ownership of any discoveries, inventions and improvements, whether patentable or not, and to any designs, whether registrable or not, concerning the subject matter of this Agreement or matters incidental thereto made by any officer, agent, Sub-Contractor or employee of the Supplier in the performance of the Works.

17. CONFIDENTIALITY

- 17.1. The Parties each acknowledge that the other is possessed of confidential information being information used by the Party in possession of the same for the conduct of its business which is secret and confidential to the Party in possession thereof (**confidential information**). The Parties acknowledge further that it may be necessary in implementing the terms of this Agreement that one Party discloses to the other confidential information. All confidential information transmitted by one Party to the other shall at the time of transferral be identified as confidential, whether such transmission takes place in written or oral form or be in any electronic communication, provided that if the confidential information is disclosed orally, the fact that it is confidential shall be confirmed in writing to the recipient within thirty (30) calendar days of disclosure.
- 17.2. Any confidential information received by or transmitted to one Party by the other Party shall be used solely in the performance of the proposals and neither Party shall use, disclose, duplicate, copy or disseminate, whether in whole or in part, any of the said confidential information to any third party except for the purpose of performing under this Agreement or any order entered into as a result of actions taken under this Agreement and then only strictly to the extent necessary for the Party further disclosing the information to meet any contractual obligation and in event only under a condition of confidentiality.
- 17.3. Confidential information shall not include information which is generally known, or which without breach or violation of confidence to the Party disclosing the same, becomes generally known to the public or to the industry to which it pertains.

18. GOVERNING LAW & JURISDICTION

These terms and conditions shall be governed and interpreted in accordance with the laws of the United Republic of Tanzania and the courts in Tanzania shall have the exclusive jurisdiction to entertain the matter.

19. COMPLIANCE WITH ANTI-CORRUPTION LAWS

- 19.1. The Supplier shall:
- 19.1.1. at all times comply fully with all Applicable Laws and Regulations of the United Republic of Tanzania;
- 19.1.2. not at any time engage in the commission of Prohibited Payments and Prohibited Transactions. Accordingly, the supplier shall not, either directly or indirectly, offer, make, promise, approve or authorize the making of any Prohibited Payment to an NMB staff or to any other person or entity knowing or having reason to believe that that person or entity will directly or indirectly, offer, make, promise, approve or authorize the making of any prohibited payment to an NMB staff, or engage in a Prohibited Transaction;
- 19.1.3. immediately following the execution of this Agreement, implement an effective compliance programme that includes, among other things, anti-corruption, anti-money laundering and anti-terrorism provision to prevent and detect violations of such laws and regulation and furthermore, immediately following the execution of this Agreement, implement an effective education and training programme for its employees who are assisting in the work performed for, or service or equipment provided to NMB, about the requirements and prohibitions of such laws and regulations;
- 19.1.4. disclose any connection with an NMB staff. Accordingly, the Supplier agrees to on an ongoing basis to determine whether any direct or indirect owner, controlling shareholder, director, officer or employee of the Supplier is a NMB staff or a family member or close business associate of an NMB staff and to disclose any connection with an NMB staff to NMB immediately upon becoming aware of same;



- 19.1.5. at all times maintain reasonably detailed books and records with respect to funds received from NMB, including actual and accurate third party receipts and invoices;
- 19.1.6. in the event that NMB in its sole discretion, has a good faith belief that a Prohibited Payment has been offered, made, promised or authorized, either directly or indirectly, or that a Prohibited Transaction has taken place, cooperate in good faith with NMB and its representatives in determining whether such violation occurred and;
- 19.1.7. upon the request of NMB in its sole and absolute discretion, exercised in good faith, the Supplier shall permit independent accountants or other inspectors, investigators or auditors that NMB reasonably determines are suitably qualified, to have full access to conduct a review of, and report potential Substantive Violation in respect to:
- 19.1.7.1. the effectiveness of the compliance programmes implemented by the Supplier;
- 19.1.7.2. any books, accounts and records of the Supplier, and of any of the Supplier's affiliates that assist in work performed for, or services or equipment provided to, NMB; and/or
- 19.1.7.3. any payments made with funds received from NMB.
- 19.2. The Supplier warrants that it will immediately advise and inform NMB, through its Chief Executive Officer or Chief Risk Officer, if at any time it becomes aware of any staff of the NMB having been offered, having solicited, or having received any form of payment, benefit or other inducement from any one in exchange for entering into this Agreement or any other agreement, whether documented or verbal, between the Supplier and NMB.
- 19.3. The supplier hereby warrants and agrees that upon breach of any of the above, NMB shall be entitled to immediately terminate the present Agreement, and agrees that NMB shall be entitled to a payment of a penalty payable on demand, which will be the larger of either 10% of the contract amount or the actual value of the payment, benefit or inducement, that will have unnecessarily and illegally increased the cost of the provision of the goods or services to NMB as intended in the Agreement. Such penalty may be retained by way of set off from any amount that NMB may owe the supplier for goods or services provided.
- 19.4. The Supplier hereby also explicitly agrees to pay NMB upon its first demand any further expenses, outlays, costs of any nature, price differences, loss of revenue or damages, whether consequential or otherwise, arising from the termination of the Agreement arising from the present clause, including but not limited to those arising from NMB having to source alternative suppliers of the product or services to be supplied under the Agreement.

20. DISPUTE RESOLUTION

- 20.1. If a dispute of any nature arises between the Parties, including in regard to the interpretation of, the effect of, the Parties' respective rights or obligations hereunder, a breach of or the termination of this Agreement, then, upon written request of either Party, each of the Parties will appoint a senior representative whose task it will be to meet for the purposes of resolving such dispute. Such representatives will discuss the matter in dispute and negotiate in good faith in an effort to resolve the dispute on amicable terms within 14 (fourteen) working days. No formal proceedings may be commenced until the designated representatives conclude in good faith that an amicable resolution of the matter is not likely to occur.
- 20.2. Should the representatives of the Parties be unable to resolve a dispute in accordance with the foregoing, such dispute shall be finally resolved by a court of competent jurisdiction within the United Republic of Tanzania.

21. TERMINATION

- 21.1. Notwithstanding anything to the contrary contained in this Agreement, NMB shall be entitled to forthwith terminate this Agreement (without prejudice to any of NMB's rights in terms of this Agreement or at law including, but not limited to, any right to claim damages) in the event that NMB in good faith determines, in its sole and absolute discretion, that the Supplier has breached any of its obligations contained in the Agreement or either of its schedules and annexures, the Supplier shall not be entitled to any further payment under the Agreement and shall have no claim of whatsoever nature against NMB arising out of such termination.
- 21.2. Without prejudice to the Agreement and these terms and conditions, NMB may terminate the Agreement at any time by giving a thirty (30) calendar days' notice of its intention to terminate the Agreement. The Parties shall co-operate to ensure that any existing and outstanding NMB matters are dealt with in the best interests of NMB.

22. DOMICILIUM AND NOTICES

- 22.1. The Parties choose *domicilium citandi et executandi* ("**domicilium**") for the purposes of the giving of any notice, the serving of any process, the payment of any monies and for any other purpose arising from this Agreement, as follows:

22.1.1. NMB:

NMB Head Office, Junction of Ohio & Ali Hassan Mwinyi Road, Dar es Salaam, Tanzania.

22.1.2. The Supplier:

(The details of the Supplier's domicile are as set out in the Agreement.)

22.2. Each of the Parties shall be entitled from time to time, by written notice to the other, to vary its domicile to any other address which is not a post office box or poste restante.

22.3. Any notice given by either Party to the other (the "**Addressee**") which:

22.3.1. is delivered by hand during the normal business hours of the Addressee at the Addressee's domicile for the time being shall be presumed, until the contrary is proved by the Addressee, to have been received by the Addressee at the time of delivery;

22.3.2. is posted by prepaid registered post to the Addressee at the Addressee's domicile for the time being shall be presumed, until the contrary is proved by the Addressee, to have been received by the Addressee on the fourth (4th) working day after the date of posting;

22.3.3. is sent by cable, email or facsimile to the Addressee at the Addressee's domicile for the time being shall be presumed, until the contrary is proved by the Addressee, to have been received by the Addressee on the day following that during which such cable or facsimile is sent, provided that notices sent in this manner shall be confirmed by registered post to the Addressee at its domicile for the time being.

23. FORCE MAJEURE

23.1. No Party shall be liable to the other in respect of the non-performance of any of the provisions of this Agreement in the event and to the extent that such non-performance is the direct result of or has been directly caused by force majeure, which shall mean any event beyond the reasonable control of a Party and which could not reasonably have been foreseen by it at the date of signature of this Agreement, and shall include but not be limited to: war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, riot (insofar as it is uninsurable), civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power or any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of the government de jure or de facto or to the influencing of it by terrorism or violence, confiscation, nationalization or requisition or destruction of or damage to property by or under the order of the government de jure or de facto or any public or local authority, suspension or interruption of supply of electricity or telecommunication systems, malfunction, technical failure or power source failure.

23.2. A Party claiming force majeure shall as soon as reasonably possible after becoming aware of the force majeure event, notify the other Party thereof, stating the nature, extent and expected duration of the same.

23.3. The burden of proof of the existence and extent of the alleged event and the enforceability thereof shall rest on the Party claiming force majeure.

23.4. The Party receiving notice in terms of clause 23.2 shall within seven (7) working days of receipt thereof notify the other Party of his acceptance or otherwise of the claim. In the event of such Party notifying the other that the latter's claim of force majeure is not accepted, the provisions of clause 23.3 shall apply.

23.5. In the event of force majeure as notified and accepted in terms of clause 23.4 continuing for a period of thirty (30) working days, the Party who has received notice of force majeure, shall be entitled to terminate this Agreement with immediate effect.

24. INSURANCE

24.1. The Supplier shall maintain insurance with a financially sound reputable insurer with respect to its assets of an insurable nature against such risks and in such amounts as are normally maintained by persons carrying on the same or similar class of business.

25. MEDIA AND PUBLICATIONS

25.1. Neither Party shall be entitled to publish and/or distribute any media publications, advertisements and/or notices of any kind relating to the other Party and/or this Agreement unless it has obtained the other Party's prior written consent thereto.

26. REPRESENTATION AND WARRANTIES

26.1. Each of the Parties hereby represents and warrants, as material warranties to the other as at the commencement date of this Agreement, that –

- (i) it has full power to enter into and perform in terms of this Agreement, has taken and shall take all necessary statutory and other actions to authorize the transactions hereunder;
- (ii) all authorizations and/or approvals required or advisable in connection with the entering into, performance, validity and enforceability of this Agreement and the transactions contemplated by this Agreement have been obtained or effected and are in full force and effect;
- (iii) the execution, delivery and performance of this Agreement does not violate or conflict with any law or court order or judgment or any contractual obligation binding on or affecting it or any of its assets or its memorandum and articles of association and;
- (iv) This Agreement constitutes a legal, valid, binding and enforceable obligation of such Party.

27. LIMITATION OF LIABILITY

27.1. Under no circumstances will either Party be liable in contract or in tort for any loss or damage (including consequential or special damages) suffered by the other Party or the employees or members of that Party, nor will either Party be liable for any loss or damage of whatsoever nature and howsoever arising sustained by third parties, unless in either case due to gross negligence and/or wilful misconduct on the part of the Party or its employees or agents, and the Parties hereby agree to indemnify and hold each other harmless accordingly.

28. SANCTIONS

28.1. The Supplier declares warrants, represents and undertakes to the Bank on the date of signature hereof, that:

- (i) it will not use (or otherwise make available) the proceeds under this Agreement for the purposes of financing, directly or indirectly, the activities of any person or entity which is Sanctioned or in a country which is subject to any Sanctions;
- (ii) it will not contribute or otherwise make available, directly or indirectly, the proceeds of this contract to any other person or entity if such party uses or intends to use such proceeds for the purpose of financing the activities of any person or entity which is subject to any sanctions;
- (iii) it is not involved in any illegal or terrorist activities;
- (iv) none of its bank accounts are being used fraudulently, negligently, for illegal or terrorist activities, or for any purpose that does not comply with any law and;
- (v) any contravention of items i. to iv. above by the Supplier will amount to a breach of contract and the Bank shall have the absolute right to the immediate termination of this Agreement.

28.2. The Supplier hereby indemnifies and holds the Bank harmless against any actions, proceedings, claims and/or demands that may be brought against the Bank and/or the Bank related entity and all losses, damages, costs and expenses which the Bank and/or the Bank related entity may incur or sustain, in connection with or arising out of:

- i. the seizure, blocking or withholding of any funds by any sanctioning body; and
- ii. the breach of any warranties as set out in clause 28.1 above.

28.3. Payment under the above indemnity shall be made by the Supplier on demand by the Bank or such other bank related entity. The provisions of this sub-clause constitute a stipulation for the benefit of each bank related entity which is not a direct party to this Agreement, capable of acceptance by such bank related entity at any time and in any manner permitted by law.

28.4. For purposes of this clause 28, "Sanctions" refers to sanctions imposed by The Office of Foreign Assets Control ("OFAC"), Her Majesty's Treasury ("HMT"), the United Nations Security Council ("UNSC") and the European Union ("EU") and US National Defence Authorisation Act ("NDAA") and any other related state authority within the United Republic of Tanzania.

29. GENERAL

29.1. This Agreement constitutes the sole agreement between the Parties and shall supersede all other agreements and/or representations whether written, oral and/or implied between the Parties.

29.2. Neither Party shall be bound by any express or implied term, representation, warranty, promise or the like, not recorded herein.

29.3. No addition to, variation, or agreed cancellation of this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the Parties.

29.4. No indulgence which either Party (the "**Grantor**") may grant to the other (the "**Grantee**") shall constitute a waiver of any of the rights of the Grantor, who shall not thereby be precluded from exercising any rights against the Grantee which may have arisen in the past or which might arise in the future.

29.5. Nothing in this Agreement shall constitute a partnership, joint venture, agency or employment between the Parties hereto, and neither Party shall have the authority or power to bind, or contract in the name of, or to create a liability against, the other in any way for any purpose.

29.6. The Supplier shall not for the duration of this Agreement cede or assign its rights or delegate its obligations in terms hereof.

29.7. Each of the Parties shall bear its own costs of and incidental to the negotiation, preparation and execution of this Agreement.

29.8. The Parties agree that each and every provision of this Agreement is severable from the remaining provisions of this Agreement and should any provision of this Agreement be in conflict with any applicable law, or be held to be unenforceable or invalid for any reason whatsoever, such provision should be treated as *pro non scripto* and shall be severable from the remaining provisions of this Agreement which shall continue to be of full force and effect.

30. SPECIAL TERMS AND CONDITIONS

30.1. In the event of a conflict between these terms and conditions and the Agreement, the Agreement shall prevail.



30.2. The Supplier shall permit the Bank's Auditor to carry out audit of any records relating to goods, services or system supplied to the Bank provided that a forty eight (48) hours prior written notice is issued to the Supplier.

SIGNED at _____ on _____ 20__

AS WITNESSES: For and on behalf of **NMB**

Signature: _____
Name: _____

Signature: _____
Name: _____

SIGNED at _____ on _____ 20__

AS WITNESSES: For and on behalf of **THE SUPPLIER**

Signature: _____
Name: _____

Signature: _____
Name: _____