



# **Terms and Conditions**

**AIB DIGITRADER  
REFERRAL - CLIENTS**

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## I. COMMISSION FEE STRUCTURE

| Description  | Fees Payable to Referrer   |
|--|--|
| All accounts opened and traded through referral module | 50% of Principal's Stockbroker Commission for the first 3 months of referred client trading activity |

**PAYMENT:** All proceeds to be posted at the start of every trading month for the previous month's referral earnings to respective internal trading account.

## 2. INTRODUCTION

AIB Capital Limited ("AIB") is a member of the Nairobi Securities Exchange ("the NSE") and as such, is regulated by the rules and directives ("the rules") of the NSE, Capital Markets Act and any rules, regulations or conditions made pursuant thereto (together, "the applicable legislation") in the conduct of its investment business in Kenya.

These Standard Terms and Conditions and all transactions undertaken in accordance with them shall be subject to the terms of any term sheet offered to you or other agreement entered into between us, and:

1. The applicable legislation, all Kenyan and applicable foreign or international laws;
2. Rules, statements of principle and directives of applicable authorities (including self-regulating organizations) responsible for the regulation of investment business;
3. All statutory and other requirements relating to money laundering;
4. All rules, regulations and by-laws of any relevant exchange and/or clearing institution;
5. All rules, regulations and by-laws of any relevant exchange and/or clearing institution;
6. Applicable accepted market practice and custom; (together, "the applicable regulations").

## 3. DEFINITIONS

In this Agreement, the following expressions shall, unless the context otherwise requires, have the meanings hereby assigned to them;

1. "AIB" means AIB Capital Limited of P.O. Box 11019, 00100 Nairobi Kenya having its registered office and Head office at 9th Floor, Finance House, Loita Street, Nairobi, which expression shall include without limitation its permitted successors in title and assigns.
2. "AIB Digitrader" means digital trading platform which shall be provided by AIB for Trading of securities.
3. "Regulators" means all the regulatory bodies involved in the Capital Markets in Kenya or in any other applicable jurisdiction
4. Unless inconsistent with the context, words relating to any gender shall include the other gender and words relating to the singular shall include the plural and vice versa.

## 4. REFERRAL PROCESS

1. This product is only applicable to natural person of legal age, local citizens.
2. Referral will only be available to client who has trading accounts with AIB.
3. Referral is only limited to invitation done directly from our AIB Digitrader platforms or referral code or link shared by the client to the invitee.
4. Referral does not imply agency or any link to the invitee trading activity.
5. Referral does not give any powers or imply client advice on trading either directly or indirectly.
6. Referee will be rewarded with portion of our generated revenue from trading activity of invitee for duration of 3 months which is subject to review by management.
7. Referee can invite as many clients as they can with no self-referral allowed for the duration of the referral campaign.

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8. This is a campaign module and will run for duration as set by AIB management and communicated to clients. After the campaign, no referrals will earn commissions. The campaign can be reactivated as may be deemed appropriate by AIB Management.

## 5. CONDITIONS

- i. Commission can only be claimed on orders executed for the duration specified above and captured in our reports.
- ii. No manual tagging will be done by our staff members.
- iii. The referrer is not allowed to give advice to client on trading. In event this happens, AIB reserves right to cancel and revoke commission earned.
- iv. Referrer is not allowed to open trading account through AIB Digitrader. Referral module is only available to clients who have existing trading account with AIB.
- v. Other existing AIB, CMA, NSE and CDSC terms and conditions, trading policies and manuals apply.

## 6. REPRESENTATIONS AND WARRANTIES

- i. The referrer warrants that all information provided by him to the invitee, is accurate and complete, and that AIB may rely on the information provided.
- ii. The referrer does not make recommendations or offer investment advice of any kind to the client. On the other hand, AIB may provide data, information and content relating to investment approaches and opportunities to buy or sell securities, the invitee should not construe any such information as investment, financial, tax, legal or other advice. In exchange for using such data, information or content, the referrer and invitee agrees not to hold AIB or its third-party content providers liable for any possible claim for damages arising from any decision he makes based on information made available to the client through the OST Account or any related Web site.
- iii. The referrer warrants that he is and at all times will be in a position to meet all the commitments of all the referrals with AIB.
- iv. The referee warrants that the moneys or funds from invitees for the investment in securities are not arising out of the proceeds of any money laundering or other illicit activities.

## 7. INSTRUCTIONS

Referrer is not allowed to handle client instructions in whatever form.

## 8. PAYMENTS

AIB will post the total earning for referrer to their trading account at the start of next month for all earning accumulated in the current month. This can be accessed directly from client statement. No direct payment will be made to client without valid request from our system.

## 9. AUTHORITIES & ACKNOWLEDGEMENTS

- i. The referrer authorizes AIB to provide information about him/her to any of its related entities and/or regulators and their respective officers and employees. The referrer also authorizes AIB to supply information about him/her that AIB may hold from time to time to officers and employees of AIB who have a need to know, any Regulator(s), a court of competent jurisdiction or any other competent authority as shall be necessary. Such information supplied may include details of orders placed and trades entered into by the invitee, other transactions conducted or in connection with referral module, and other information concerning the Client that AIB may receive from the Client through the use of the OST Account or any associated website, but excluding the Client's PIN and security details.
- ii. AIB shall however disclose this information only as far as it is required by a relevant regulatory authority or pursuant to any legal or regulatory process in any territory.

**10. LIABILITY**

- i. To the maximum extent permitted by law, the Client acknowledges that AIB will not be liable to the Client or anyone else for any loss or damage, whether direct or indirect, special, incidental or consequential or economic (including loss of profits and opportunity costs), whether or not AIB knew or could have known of the possibility of such damage, where that damage arises from:
  - 1. delay, interruption, omission, failure, error or fault in the execution of the Client's instructions in the market(including negligence) by AIB, its agents and/or employees;
  - 2. any error, omissions, non-receipt or invalidity in the Client's instructions by NSE or AIB servers;
  - 3. any fault, error, defect or engineering of the OST Account or any delay, fault, failure in or loss of access to the OST Account;  
and
  - 4. any cause beyond the reasonable control of AIB, including but not limited to, failure of electronic or mechanical equipment or communication lines, unauthorized access or labour problems.
- ii. To the maximum extent permitted by law, the Client agrees that AIB's liability is limited to the cost of the transaction.