V2/2026

DTB | DIAMOND TRUST BANK

Corporate
DTB Inua Application Form

Date ☐☐/☐☐/☐☐☐☐

ORGANIZATION DETAILS

Company/Organization Name

Email Address

Mobile Number ☐☐☐☐☐☐☐☐☐☐ | County

Physical Address

Type of Business | Contact Person

DTB INUA LOAN DETAILS

Payroll Processing Start Date ☐☐/☐☐/☐☐☐☐ | Payroll Processing End Date ☐☐/☐☐/☐☐☐☐

Net Salary Percentage: ☐☐ % | Maximum Loan Amount

Minimum Loan Amount | Repayment Account Number: ☐☐☐☐☐☐☐☐☐☐

USER PROFILE 1

Name
First *Middle* *Last*

Email Address | Mobile Number ☐☐☐☐☐☐☐☐☐☐

User Role (Please (✓) where applicable)

☐ Inputter ☐ Authorizer ☐ Self-Authorizer

USER PROFILE 2

Name
First *Middle* *Last*

Email Address | Mobile Number

User Role (Please (✓) where applicable)

☐ Inputter ☐ Authorizer ☐ Self-Authorizer

USER PROFILE 3

Name
First *Middle* *Last*

Email Address | Mobile Number

User Role (Please (✓) where applicable)

☐ Inputter ☐ Authorizer ☐ Self-Authorizer

USER PROFILE 4

Name
First *Middle* *Last*

Email Address | Mobile Number

User Role (Please (✓) where applicable)

☐ Inputter ☐ Authorizer ☐ Self-Authorizer

CONFIRMATION BY AUTHORIZED SIGNATORY

By Signing below, I/We acknowledge that I/We am/are authorized sign atory(s) of the account(s) indicated above and that the information provided herein is correct and true to the best of my/our knowledge and I/We endorse the instruction set forth in this document.

Authorized Signatory Name _____

Signature _____ Date ☐☐/☐☐/☐☐☐☐

Authorized Signatory Name _____

Signature _____ Date ☐☐/☐☐/☐☐☐☐

BOARD RESOLUTION

We wish to inform Diamond Trust Bank Kenya Limited that at a meeting of the board of directors of (the 'Company') held on the _____day_____of 20__.

It was resolved that Diamond Trust Bank Kenya Limited be and is hereby authorized to honor the application for the service(s) executed by the directors of the Comany's account. We accept to be bound by the terms and condition as may be amended from time to time and the instruction(s) carried out by the User(s) whilst usind the services as if such application and instruction/transaction(s) were made by the company.

We hereby certify that the Memorandum and Articles of Association of the Company given by us to the Bank are up to date. We further undertake that the Bank will be advised of any future amendments to the Memorandum and Articles of Association within fourteen days of such amendment(s).

We hereby undertake to indemnify the Bank against any loss, experiences and damages it may sustain in the event of our failure to notify or delay in notification in notifying it of any alterations or amendment to the Company's Memorandum and Articles of Association.

Director Name _____

Signature _____ Date ☐☐/☐☐/☐☐☐☐

Director Name _____

Signature _____ Date ☐☐/☐☐/☐☐☐☐

DTB | DIAMOND TRUST BANK

SALARY ADVANCE CHECK-OFF AGREEMENT

-BETWEEN-

[……] LIMITED

-AND-

DIAMOND TRUST BANK KENYA LIMITED

THIS Salary Advance Check-off Agreement is made this …… day of……20…. (hereinafter

"the Effective Date") by and BETWEEN:

(1) [……] LIMITED, a limited liability company incorporated in Kenya and having its principal office at [……] and of P.O. Box [……], Nairobi, Kenya (hereinafter referred to as the "Employer" which expression shall where the context so admits include its successors and assigns) of the one part;

AND

(2) DIAMOND TRUST BANK KENYA LIMITED a limited liability company incorporated in Kenya and having its registered office atDTB Centre, Mombasa Road, Nairobi and of P.O. Box 61711 - 00200 Nairobi, Kenya (hereinafter referred to as the "Bank" which expression shall, where the context so admits, include its successors and assigns) of the other part;

WHEREAS:

(A) The Employer is interested in setting up a salary advance loan scheme for its eligible members of staff ("the Eligible Staff").

(B) The Bank is a duly licenced banking institution offering, inter alia, salary advance loans to employees of various institutions.

(C) The parties are desirous of entering into an agreement under which the Bank will from time to time provide salary advance loans to the Eligible Staff on the terms set out in this Agreement.

NOW THIS AGREEMENT witnesses as follows:

1. Commencement and Duration

This Agreement will commence on the Effective Date until its termination under Clause 7 hereof.

2. Salary Advance Loan

In consideration of the Bank making salary advance loans to the Eligible Staff pursuant to the digital salary advance loan application by the Eligible Staff (hereinafter referred to as "Salary Advance Loan Application"), the Employer hereby agrees to deduct and remit to the Bank the full amounts repayable by the Eligible Staff from their next scheduled salary and/or allowances.

3. Obligations of the Employer

The Employer shall:

3.1 obtain irrevocable check off instructions from the Employees for the deduction of the salary advance loan repayment amount from the Financed Staff's succeeding paycheck;

3.2 remit the salary advance loan repayment amount deducted from an Employee to the Bank on the succeeding pay day after disbursement of an advance loan repayment;

3.3 provide pre-vetting of its Eligible Staff and ensure:

(a) that the pay slip details are correct;

(b) that the duration of the Eligible Staff's employment contract with the Employer's exceeds the minimum probation period or six (6) months, whichever is the longer; and

(c) That the Eligible Staff is not at risk of displacement, termination or dismissal.

3.4 upload a list of the Eligible Staff who meet the eligibility criteria set out under Clause 3.3 hereof and their pay slip details in the format provided under Schedule 1 of this Agreement to the Bank's salary advance portal (hereinafter referred to as "Salary Advance Platform");

3.5 deduct the repayment due from its Eligible Staff (as advised by the Bank) from the Eligible Staff's succeeding paycheck and remit such deductions to the Bank on or before the …… day of the month ("the Cut Off Date"). In this regard, it is agreed that the Employer shall be solely liable to the Bank in the event of failure to remit such deductions;

3.6 furnish the Bank with a Schedule indicating details of the Eligible Staff whose loans have been deducted in the payroll and the amount deducted on or before the Cut Off Date;

3.7 the Employer shall notify the Bank immediately it becomes aware of an Eligible Staff leaving the Employer's employment with or without prior notice and deactivate the Eligible Staff on the Bank's Platform;

3.8 the Employer shall amend any changes to the details of the Eligible Staff on the Bank's Platform.

4. Obligations of the Bank The Bank shall:

4.1 disburse the salary advance loans to Eligible Employees subject to a successful credit appraisal;

4.2 provide a report on the quantum of the salary advance loan repayment to be deducted from the Employees on the Salary Advance Platform;

4.3 furnish the Employees with a statement of their salary advance loan upon request.

5. Representations and Warranties

5.1 The Employer acknowledges that the deduction of the amounts to be repaid by the Eligible Staff from their next salary and/or allowances to liquidate the salary advance loan is a condition precedent for consideration by the Bank of the Salary Advance Loan Applications.

5.2 The Employer confirms that the pay day for its Eligible Staff is on [……] of every month. If the date falls on a weekend or a public holiday, the pay day shall be the immediately following weekday.

5.3 The Bank's loan after draw down will rank first in priority to any subsequent additional credit facilities that the Eligible Staff may take which are deducted from the payroll (including, but not limited to other salary advances or Sacco loans) and in this regard the Employer will ensure that the monthly salary of Eligible Staff will always remain sufficient to cater for their obligations with the Bank.

5.4 If an Eligible Staff resigns before an

outstanding salary advance loan is repaid, the Employer shall, subject to any limitations imposed by law, deduct the balance outstanding on the salary advance loan from the final paycheck and remit the amount to the Bank.

5.5 The deductions from the Eligible Staff's salary shall not exceed any limits imposed by law.

5.6 The Employer will indemnify the Bank for a loss arising from the Employer's failure to deduct the balance outstanding on the salary advance loan from the next paycheck of an Eligible Staff.as a result of the Employer failing to deactivate an Eligible Staff leaving employment with the Employer or failing to update details of an Eligible Staff on the Salary Advance Platform.

5.8 The Employer shall notify the Bank of any change in the information on an Eligible Staff or any other information or documentation provided to the Bank immediately the Employer becomes aware of the same. The Bank reserves the right to vary, suspend or terminate any loan facilities availed to affected Eligible Staff in such event. The Bank shall not be liable for any loss or damage, howsoever occurring, suffering by the Employer and/or an Eligible Staff as a consequenceof such variation, suspension or termination of a loan facility.

5.9 The Employer confirms having understood and clearly indicated the user roles on the application forms for access to the Salary Advance Platform.

5.10 The Bank may at any time and without notice to the Employer set off or transfer any sum or sums standing to the credit of the Employer in any account towards satisfaction of the Eligible Staff's liabilities to the Bank incurred while the Eligible Staff is in employment with the Employer.

6. Personal Information, Data

Security Compliance

6.1 If either party gives the other party personal data about or on behalf of another person, it confirms that it is authorized to:

(i) give the other party the personal data;
(ii) consents (and if the personal data is of another person- on their behalf) to the processing of the personal data and any transfer of personal data necessary for performance of a party's obligations under this Agreement; and
(iii) if the personal data is of another person receive any privacy notices on their behalf.

6.2 Each Party represents and warrants that it has appropriate legal, technical and organizational measures to protect personal data against unauthorized or unlawful processing and against unauthorized loss, destruction, damage, alteration, or disclosure, as well as any breach or attempted breach of its security measures ("Information Security Breach"), keeping in mind the nature of the information. A party shall notify the other Party within twenty four (24) hours in the event that such Party learns or has reason to believe that an Information Security Breach has occurred or is reasonably likely to occur, including without limitation at least: (1) the nature of the breach of security measures; (2) the types of potentially compromised personal data; (3) the duration and expected consequences of the Information Security Breach; and (4) any mitigation or remediation measures taken or planned in response to the Information Security Breach. Upon any such discovery, the party will (a) take all reasonable steps to investigate, remediate, and mitigate the effects of the Information Security Breach, and (b) provide the other Party with assurances reasonably satisfactory to the other Party that such Information Security Breach will not recur.

6.3 A Party shall provide reasonable assistance and support and assist the other Party in the event of an investigation by a data protection regulator or similar authority, if and to the extent that such investigation relates to the collection, maintenance, use, processing or transfer of personal data under this Agreement. In the event of the foregoing, each Party shall provide to the other Party, its authorized representatives, and/or an independent inspection body designated by the other Party, on reasonable notice and to the extent reasonable, proportionate and legal to do so:

(i) access to its information processing premises and records, and
(ii) reasonable assistance and cooperation of its relevant personnel for the purpose of auditing its compliance with its obligations under this Agreement.

6.4 To the extent that regulations promulgated under any relevant law applicable to either party as a provider of the services require additional or modified security, privacy, or confidentiality agreements between financial institutions and third party suppliers, the applicable party agrees that it will execute such additional or modified agreements as reasonably required by the requesting party. The requesting party will make a good faith effort to ensure that any additional or modified agreement complies with the requirements of any implementing authorities, regulators, or any other relevant laws.

7. Termination

7.1 A Party may terminate this Agreement at any time upon giving thirty (30) days' notice in writing to the other Party.

7.2 A Party may terminate this Agreement forthwith at any time by giving written notice immediately effective upon issue to the other Party where the other Party becomes bankrupt, or makes any arrangement with a creditor to go into liquidation or become subject to an administration order or a receiver is appointed over its assets or the other Party loses its trading license or such similar approval or permit to trade.

7.3 In the event that a regulatory authority directs, instructs or gives guidance that either Party should terminate all or part of this Agreement and/or continuation of this Agreement would cause the such Party to be in breach of any laws or regulatory requirements or guidance to which it is subject, the Party in question shall be entitled to terminate this Agreement immediately.

7.4 Termination of this Agreement shall not affect the obligation of the Employer under any outstanding salary advance loan.

8. Notices

8.1 The parties select as their respective addresses, the addresses set out hereinabove for all purposes arising out of or in connection with this Agreement at which addresses only all processes and notices arising out of or in connection with this Agreement may validly be served upon or delivered by the parties.

8.2 Routine communications relating to the performance of this Agreement may be conducted by electronic mail. However, the parties agree that any communication by electronic mail shall not amount to legal notice and that any purported legal notice sent by electronic mail shall have no effect.

9. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the Laws of the Republic of Kenya and the parties submit to the non-exclusive jurisdiction of the Kenya Courts.

10. Dispute Resolution

It is further agreed that any dispute or difference arising between the parties in connection with this Agreement or its performance construction or interpretation shall be referred to arbitration in accordance with the Arbitration Act (Act No. 4 of 1995) or any other amendments or replacements thereof by a single arbitrator appointed by Agreement of the parties or, in default of Agreement within fourteen days of service of a notice by one of the parties proposing the name of the arbitrator, by the chairperson for the time being of the Chartered Institute of Arbitrators, Kenya Branch. The arbitration shall be held in Nairobi and the arbitration award shall be final and binding on the parties hereto.

IN WITNESS WHEREOF this Agreement has been duly executed the day and year first hereinbefore written.

SEALED with the Common Seal of the
[……] Limited

in the presence of:

Director

Director/ Secretary

SIGNED by the duly authorised Attorneys
of Diamond Trust Bank Kenya Limited
in the presence of:

*** ……**
IP/A

Advocate

*** ……**
IP/A

Schedule 1 – Pay Slip Details