

## Payments Terms and Conditions

Services displayed on the website are provided by EGM Securities Limited and Card transactions are processed by Equiti Capital UK Limited.

EGM Securities is the trading name of EGM Securities Limited (Company Registered No. PVT -AAAAFF7), which is authorised and regulated by the Capital Markets Authority, with its company registered address at 12th floor, Tower 2, Delta Corner Towers, Waiyaki Way, Westlands, Nairobi.

Equiti Capital UK Limited (Company No. 07216039) is authorised and regulated by the Financial Conduct Authority (firm reference no. 528328), with its company registered address at 69 Wilson Street, London, EC2A 2BB, UK.

Dear Valued Client, kindly note the following terms and conditions regarding funding of your account:

1. All deposits and withdrawals are made through the **Client Portal**.
2. You can make payments via a bank transfer directly from your bank to ours. We also have a variety of online payment methods which are constantly expanding, details of which are available on our website.
3. Our website contains information on deposit/withdrawal methods, expected transaction times transaction and daily limits, charges associated and accepted currencies. Follow this link for more information **<https://www.egmsecurities.com/support/deposits-withdrawals/>**
4. You can request a payment from your account at any time. These requests are processed daily by our Back-Office team. All monies processed via withdrawals will be paid back to the source from which they originated. In the event that, EGM is unable to do this, then we will have to return the funds directly to your bank account. This will be done in line with our strict anti-money laundering procedures and may include you having to provide additional identification and proof of the bank account belonging to you.

5. We endeavour to protect you and EGM from fraud as such we may request additional information such as proof of identity, phone number, account numbers for bank/other online payment methods or proof of deposit before any deposit/withdrawal can be made and/or approved.
6. You are responsible for access to your personal account and any deposits/withdrawals made thereof. You are also responsible for any chargebacks on your account and liable for any payment EGM might have to make in regard to any chargeback.
7. EGM does not accept any direct cash deposits including deposits in form of cash made to our Segregated Client Accounts. The acceptable payment methods are Mobile Money transfers, Bank Transfers, Debit/Credit Card, EFTs, and RTGS.

## Deposits

8. Deposit arrival times may vary depending on the remitting party. Should your deposit have not reflected in your account after 3 business days, please consult our Back-office team at [\*\*backoffice@egmsecurities.com\*\*](mailto:backoffice@egmsecurities.com)
9. Once funds have been deposited into your account, you can place trades utilising these funds. If you want to place an additional trade but have insufficient margin to do this, you must deposit more funds into your account first.
10. Where applicable, we may pass on any costs associated with taking deposits from you. These may be in the form of a percentage commission, or any subsequent costs charged by the debit/credit card company, payment service provider, bank or APM (Alternative Payment Provider). Please check commissions/ charges with your bank/provider.
11. EGM accepts no liability if a client is unable to deposit funds due to technical issues and clients should always make sure they have adequate funds in their account to cover for any adverse move in financial markets.

## Withdrawals

12. All withdrawal requests received on a business day before 8 Am (Kenyan time) will be processed where possible on the same day. Any requests received after this time will be processed on a best endeavours' basis. Domestic withdrawals will be credited into your bank account within 3 working days. International withdrawals will be credited into your bank account within 5 working days.
13. All bank withdrawals will be processed to the same bank account from which funds were received. If you opt to use a different bank account, EGM reserves the right to verify that the details of that account correspond with the details you have provided for the account you have with us. You will be required to provide us with additional information, and we will not be held liable for any delay or inconvenience to you.
14. For withdrawals processed via e-wallets, your funds will be processed to the same e-wallet you used for your deposit(s).
15. Card withdrawals, similarly, will be processed to the card where the deposit originated.
16. EGM is not responsible for any card payment cancellations you make with your card provider/bank, you would need to withdraw funds from your account and not request a refund or transaction cancellation.
17. We may pass on any costs that may be associated with transferring/ withdrawing money back to your bank, credit/debit card or e-wallet provider, from your EGM wallet/account.
18. Withdrawals via Mobile Money Providers shall be sent to the same registered mobile number used when depositing funds into the account. If you opt to use a different phone number EGM reserves the right to verify the mobile number against the details you have provided before processing the withdrawal. In this case, EGM will not be liable for any delays or inconvenience to you.

- 19.If multiple sources (bank, card, e-wallets, mobile money) are used simultaneously, EGM, at its discretion reserves the right to vary amounts processed, request additional information or reject instructions to process funds to a different account without the Client providing reasons for such transaction(s). In this case, EGM will not be liable for any delays or inconveniences to you.
- 20.At any time, you may request all unutilised funds in your account to be repaid to you. If from the time of your request to the time that we process the request the value of any open positions has moved such that you no longer have the amount requested available, then this will not be possible. We reserve the right to withhold any payment if we feel that it may be required to meet future short- term payments.
- 21.You can find details on how to make a withdrawal request our website <https://www.egmsecurities.com/support/deposits-withdrawals/>. Where you are requesting your full balance, please ensure all open positions are closed and email [backoffice@egmsecurities.com](mailto:backoffice@egmsecurities.com) to request for your remaining funds.
- 22.If, when your request is processed, you do not have sufficient funds available for withdrawal then the request will be revoked.
- 23.In the event of the account holder’s death then an attempt will be made to contact their estate or heirs. All reasonable steps will be taken, where possible, to locate the legal title holder of the account.

## **Additional Terms**

- 24.Several payment methods may require you to observe and approve that you accept the legal ‘Payments Terms and Conditions’ document in order to progress to the payment solution.
- 25.Even though e-commerce deposits via the **Client Portal** are automated, an immediate booking cannot be guaranteed. It is always therefore your responsibility to monitor your transactions, which constitutes tracking the status of your account and ensuring that sufficient funds are available in your

26. account in time to maintain your open positions. You shall bear any liability toward losses and damages resulting from a delayed booking. Should a delay occur during the booking, please inform us immediately and, if such a case occurs, we will respond promptly.

27. EGM does not accept or make a third-party payment (including family members), unless, at its absolute discretion, it has agreed to do so in strict adherence to anti-money laundering regulations and its policies.

**NOTE:** These Payment Terms and Conditions are **NOT** a conclusive account of the whole deposits/withdrawals process between EGM, Equiti Capital UK Limited and you. Additional terms, conditions, requirements, and policies are factored, including those involving prevention of money laundering, countering terrorism financing and even dealing with unclaimed assets. Any term or condition within these Payment Terms and Conditions that is ambiguous, extraneous, or contradictory to the B2C Terms and Conditions will be deemed as void and all issues pertaining such term will be subject to the interpretation of the latter.