Caritas MICROFINANCE BANK
Twaimarisha Jamii

INDIVIDUAL DIASPORA ACCOUNT OPENING FORM

FOR OFFICIAL USE ONLY Date _____

Branch_____ Customer Number_____ Account type_____

Account Name _____ Account Number_____

CURRENCY

I hereby apply for an account in the following currency: ☐KSHS ☐USD ☐EURO ☐GBP

APPLICANT DETAILS

Title: (Mr./Mrs./Ms./Miss./Dr./Prof./Sr./Fr./Pst/Rev/Bishop/Hon) other, specify_____

First name_____ Middle name _____Last name_____

Date of Birth_____ ID/Passport No._____ KRA PIN NO_____

Identification ☐ID ☐Passport ☐Alien ID ☐Military ID. Identification Number_____

Date of Issue _____Expiry date _____

Nationality_____ Any other nationality_____ Country of residence_____ Marital Status_____

Mobile No._____Postal address_____code_____city_____Email_____

PHYSICAL ADDRESS

Country_____City/town_____Street_____Plot/landmark_____

How long have you been at this address? _____ Is it owned or rented? _____

NEXT OF KIN DETAILS

NAME	ID NUMBER	PHONE NUMBER	E MAIL ADDRESS	RELATIONSHIP

OCCUPATION/EMPLOYMENT DETAILS

Employer name_____Payroll number _____Email address _____

Website _____Office number _____

Postal address _____Postal code _____Town_____

Terms of employment Permanent Contract position/title _____

If self employed

Location _____Street/Building/Estate_____ Type of business_____

Estimated monthly income (ksh) ☐10,000-50,000 ☐50,001-200,000 ☐200,001-500,000 ☐500,000-1,000,000 ☐Above 1,000,000

ACCOUNT OPERATING TOOLS

Mobile banking ☐Yes ☐ No If yes, indicate mobile number to be registered _____

Debit card ☐Yes ☐No

Internet banking ☐Yes ☐No

Cheque book ☐Yes ☐No

If Yes, Indicate the number of leaves ☐30 ☐50 ☐100

Transaction Alerts ☐Yes ☐No

Caritas Pay Portal ☐Yes ☐No

Lipa Na Caritas

Would you like to register for Lipa Na Caritas Number? ☐yes ☐No

Kindly nominate the phone numbers that will receive the transaction alerts 1. _____2. _____ 3. _____

If yes, kindly list three preferred digits as per preference. 1. _____2. _____ 3. _____

ACCOUNTS HELD IN OTHER BANKS

Account number_____ Bank _____Branch_____

Account number_____ Bank _____Branch_____

ACCOUNT MANDATE

Tick where applicable ☐ Sole ☐Other specify _____

SPECIMEN SIGNATURES

Name _____ID Number _____Phone number_____

Personal email _____

DECLARATION

I confirm that the information provided herein, and the disclosure made are true to the best of my knowledge by signing on this form, I request you to open an account in my name(s). I have read, understood, and agree to be bound by the Terms & Conditions/Tariffs in force, copy of which has been availed to me. I hereby authorize the Bank to disclose any information relating to my account (s) to any authorized Credit Reference Agency

Name_____ Signature_____ Date_____

Signed in the presence of (Bank official name) _____Signature_____ Date_____

INDEMNITY FOR INSTRUCTIONS

Manager,
Caritas Microfinance Bank ltd
Branch_____

Dear Sir/Madam,

I/we_____of mailing address_____Id/passport numbers_____("hereinafter referred to as "the Client") has/have requested Caritas Microfinance bank Limited of P.O. Box 15352-00100 Nairobi (referred to as "the Bank") to act on instructions transmitted via e-mail address (customer's registered email address)_____for account number_____ request and authorize the Bank to accept and act upon my/our email instructions in respect of any instruction which the Bank would normally accept if the Instruction were presented in an original written format in accordance with the terms of the mandate. This indemnity is supplemental to (and forms part of) the Bank's General Terms and Conditions. Should there be any conflict between the indemnity and the Bank's General Terms and Conditions, the provisions of the indemnity shall have precedence.

By signing this indemnity, I/we acknowledge and agree that:

a. The Bank may but is not obliged to act on any instruction that claims to come from me/us.
b. It is not possible for the Bank to check the authenticity of all email messages that claim to come from me/us.
c. No email can be considered received by the Bank until I/we have either received a reply or read receipt from the Bank.
d. The Bank may, notwithstanding this release and indemnity, require that any instruction given by any party to the account(s) be given in accordance with the signing arrangements of the account(s), and the Bank may at its sole discretion request written or any other form of confirmation of any instruction.
e. All email instructions which claim to come from me (claimed instructions) will be treated as having been given by me in the form received by the Bank. The claimed instructions may, because of the malfunction of equipment, the distortion of communication links and the like, be different to that intended or sent, and I will be bound by them.
f. The Bank will not be liable for any loss (consequential or otherwise) incurred by me/us because of the Bank acting or declining to act (wholly or in part) on instructions which the Bank believes to have been given in conformity with the above, whether or not such instructions have been so given. The fact that any instruction may later be shown to be in any way false, incomplete, inaccurate, delayed, erroneous, unauthorized, or otherwise not authentic, should not be an impediment to the rights of the Bank hereunder.
g. The Bank may at any time on written notice sent to me/us withdraw from these arrangements regarding accepting instructions.
h. I/ we will carry out and keep to any procedures or restrictions or both, imposed on me/us by the Bank about the sending of email instructions to the Bank.
i. This email indemnity remains an obligation to I/we and subject to changes notified by the Bank from time to time.

Authorised Signatories

Name_____ Signature_____ Date _____

FOR OFFICIAL USE ONLY

CUSTOMER RISK RATING

☐ High ☐ Medium ☐ Low

INTRODUCED BY:

Name of Staff _____ Staff number _____

Branch/Department _____

Customer Segment _____Signature_____

INPUTTER'S NAME

Name:_____ Signature: _____Date: _____

Name: _____ Signature: _____Date: _____

☐Original ID/Passport Sighted ☐ATM Card ordered

☐ID/Passport Copies Obtained ☐Lipa na Caritas Till Applied

☐Photo Taken, Signature ☐Cheque Book Ordered for current account.

☐Signed Terms and Conditions ☐Specimen Signature obtained.

☐Scanned Copy of birth certificate ☐Source of income obtained/verified.

☐KRA PIN Certificate Copies

I confirm having checked that all the above details have been completed in accordance with KYC procedures and that relevant documents are attached. I confirm acceptance of this customer contract with Caritas Microfinance Bank Limited.

Authorizer _____ Signature _____Date_____

PRIVACY NOTICE

Overview

This section gives an overview of how we (Caritas Microfinance Bank) collect and use personal data. Further information on this Privacy Notice can be found on our Privacy Policy published on our website. "Personal Data" means any information relating to an individual from which they can be identified.

Collection of Your Personal Data

We collect your personal data either directly from you or indirectly from other, credit reference agencies, public domains or when we generate it ourselves. You shall be responsible for informing the Bank in writing of any changes to your personal data provided to us promptly upon the change. If you provide us with personal data of another person, you will ensure that you have the consent of that other person to disclose their information.

Purpose of Collection

We collect and processes personal data to meet our legal and regulatory obligations, perform a contract with you, for our legitimate business interest having regard to your rights and freedoms; or where you consent to it.

We may not be able to provide the products or services requested if you fail to provide us with the personal data required and the collection and processing of the personal data by us is necessary for either: compliance with our legal obligations; or performance of a contract entered with you.

Processing of Customer Information

We will process your personal data to

- To meet our regulatory compliance and reporting obligations.
- To prevent, detect, and investigate fraud and alleged fraud practices and other crimes.
- To monitor the usage of our Service
- To gather analysis or valuable information so that we can improve our Service.
- To provide you with news, special offers and general information about other goods, services, and events which we offer that are similar to those that you have already purchased or enquired about unless you have opted not to receive such information.
- To notify you about changes to our Services
- To verify your identity.
- To protect our business interests and developing business strategies.
- To carry out our obligations from any contracts entered between you and us.
- To respond to your queries and complaints to us.

We may use automated systems to assist in making credit decisions as well as carrying out financial crime risk management activities. There will be human intervention in case of any adverse effects on you.

Sharing of your Information

We shall not without your prior consent, disclose any of your personal data to any other third party other than in the following circumstances:

- Credit reference Bureau, identity verification organisation, insurer, or insurance broker.
- Law-enforcement agencies, regulatory authorities, courts, or other statutory authorities in response to a demand issued with the appropriate lawful mandate and where the form and scope of the demand is compliant with the law.
- Fraud prevention and Anti money laundering agencies.
- Anyone to whom we may transfer our rights and/or obligations.
- Anyone where we are legally or contractually compelled to or if it is in the public's interest to disclose such information.
- To our professional advisors, service providers or independent contractors, or agents of such parties, such as debt collection agencies, data processing firms or correspondent banks who are under a duty of confidentiality.

Customer Rights

You have a right to, amongst others: access your Personal Data in our custody; object to or restrict the processing of your Personal Data; and correction and/or deletion of false or misleading Personal Data about you.

I have read and understood the Bank's Privacy Notice. ☐Yes ☐No

I agree to receive information about products, services and promotions from the Bank. ☐Yes ☐No

Name: .....Signature: ..... Date: .....

DATA PROCESSING CONSENT

I ---------- hereby agree and give consent as follows.

i. Caritas Microfinance Bank Limited may collect, use, disclose and process my personal data set out in account opening documents, my application form and/or otherwise provided by me or my authorized representatives or possessed by Caritas Microfinance Bank for one or more of the purposes as stated in Caritas Microfinance Bank Privacy Notice.

ii. My personal data may/will be disclosed by Caritas Microfinance Bank to its third party service providers or agents (including but not limited to lawyers/law firms, debt collectors, its auditors) for one or more of the Purposes; such as third party service providers or agents, if engaged by Caritas Microfinance Bank would be processing my personal data for Caritas Microfinance Bank for one or more of the purposes set out in the Privacy Notice.

iii. I am aware that I may withdraw my consent at any time by using Bank's consent withdrawal form available in the branches.
iv. By signing below, I represent and warrant that I am the user or subscriber of the personal data as set out in my application form, account opening documents and/or otherwise provided by me or my authorized representatives or possessed by Caritas Microfinance Bank and that I have read and understood all the above provisions, including the Privacy Notice availed at the bank website.
v. I am aware I can find full description of what personal data the Bank collects and the purpose for collection and processing on the Bank's Website.
vi. I/We confirm that I am (we are) the parent (s) or legal guardian (s) of the child/dependent whose personal data is being provided to Caritas Microfinance Bank and that I/we consent to

processing the child's/dependent's personal data in accordance with the Privacy Notice.Customer

Name: ……Signature: ……Date: ……
vii. I/We authorize Caritas Microfinance Bank to process my/our sensitive personal data in accordance with the Data Privacy Statement.
viii. I/We authorize Caritas Microfinance Bank to obtain and process my/our personal data from third parties including my/our data in accordance with the Privacy Notice.
ix. I/We authorize Caritas Microfinance Bank to process my/our personal data for marketing/advertising or for market research/analytics or for similar commercial purposes in accordance with Privacy the Notice.
x. Signed by data subject:

Name: ……Signature: …… Date: ……

TERMS AND CONDITIONS

The relationship between the bank and the customer is governed by the Laws of Kenya and it is agreed that the courts of Kenya are to have jurisdiction to settle any disputes, which may arise out of or in connection with this agreement.
However, nothing contained in this clause shall limit the right of the bank to take proceedings against the customer in any other court of competent jurisdiction.

1. Interpretation.

In these terms and conditions, the expression 'the Customer' shall include any person or persons, firms, partners or corporate body.

2. Customers Instruction.

The customer requests the bank to honour and to debit his accounts, all cheques, drafts, bills, promissory notes, acceptances, negotiable instructions and orders drawn, accepted or made out to him and to carry out any instructions he may give in connection with his account to be overdrawn or an overdraft to be increased.
Where no overdraft has been agreed or the limit of the overdraft agreed has been reached, the bank may nevertheless refuse to carry out any instructions or any overdraft greater than that agreed, as the case maybe.

3. Authorized signatures;

The customer will give the bank in an acceptable form, the specimen signatures of every person authorized to operate the account. Unless otherwise agreed, all signatories are entitled to withdraw all or any of the customer's property or securities held by the bank from time to time, to open any further account(s) in the customer's name and to overdraw any of the customer's account.

4. Right of Set-off;

The bank may without notice, set-off against any account or indebtedness of the customer any other account whether current, loan, savings or any other type at any time notwithstanding that some other person(s) may also be liable in respect thereof.

5. Simultaneous orders In excess of funds;

If the customer gives several orders, the total amount of which exceeds the balance of his account or the amount of overdraft of his account or the amount of overdraft given to him, the bank is
entitled in its sole discretion to execute these orders partially or fully without regard to their date or the chronological order of their receipt.

6. Customer Complaints

The Bank is not responsible for any matter unless the Customer has made a complaint in writing to the Bank within seven (7) days after the matter has come to the attention of the Customer. Where notification from the Bank with respect to any such matter is expected but not received, the complaint must be made within a reasonable time after non receipt.

7. Bank Charges, Expenses, and Interest, Legal Charges, Commission, Other Charges and Expenses, which should include Ledger Fees, Disbursements etc.

The bank is entitled to be paid by the customer and may debit the customer:
a) Unless otherwise agreed in writing, interest charges on overdrawn accounts, loan accounts or any other facilities granted by the bank at any rate, may be different to different accounts. The bank need not notify the customer of any change in the interest charged.
b) Advocate and client charges incurred by the bank in any legal, arbitration or other proceedings arising out of such dealings:
c) Commission at such rates and such times as the banks decides, with power charge different rates for different accounts.
d) In addition to the debits authorized by sub-clause (a), (b), and (c) of this clause, all other expenses and charges including but not limited to ledger fees, disbursements for cheque books, postages, cables telephone calls, taxes, duties, impositions and expenses incurred in complying with the customer's request.

Statements deemed approved if not objected to within one (1) calendar month;

The contents of the new statements of account or statement of any other nature which had been sent by the bank to the Customer and to which the Customer has not objected within one (1) calendar month from the date of the statement, shall be deemed approved by the Customer, and shall not thereafter be challenged by the Customer in any ground whatsoever, whether lack of mandate, forged or inadequate signature or endorsement of cheques, forged alteration thereof or otherwise.

8. Delay by the Customer in lodging complaints;

The bank is not responsible for any matter unless the Customer has made a written complaint to the bank as soon as is reasonably possible.

9. Payment by Third Parties;

The bank may credit the Customer amounts paid by third parties.

10. Deposit of Cheques, etc;

All cheques or other orders for payments of whatsoever nature are accepted for deposit or collection at the risk of the Customer. Where any cheque or order is unpaid for any reason whatsoever (including but not limited to physical loss), the bank may debit the Customer with the amount previously credited, (taking into account any exchange fluctuation where relevant), in respect of the cheque or order, together with interest since the date of crediting, if the account thereby is overdrawn. Before making any withdrawal, the customer must allow sufficient time to elapse after making any deposit (even of cash) in order to enable the bank to carry out the necessary bookkeeping operations to credit the account. For the purposes of this sub-section, sufficient time shall be deemed to be one complete business day. Notwithstanding the provisions of clause 8 herein any money credited to the Customer in error must be repaid immediately, together with the applicable interest upon demand.

11. Protesting of dishonoured bills;

The bank shall not be liable for any loss or damage suffered by any party if any dishonoured bill is not noted or protested or both. The bank will nevertheless endeavour to cause dishonoured bills to be noted or protested or both, provided that it receives instructions to do so in reasonable time.

12. Lien:

The bank shall have lien on all securities, goods, credits or other assets in its possession which belong to the customers who are debtors for any reason. This lien shall also be enforce¬able in respect of liabilities which have yet matured and shall extend to interest accrued or to fall due dividends, rights or subscriptions to securities. The bank may realize such valuables after having given fourteen (14) days' notice by letter to the Customer of its intention to do so and may set off the proceeds of sale against the amount of its debt. The right of sale shall apply in all cases where the Customer has been dully summoned to supply or fails to satisfy requests for additional funds. Deposits for a given period of time and funds in foreign currencies may at the bank's option either be merely set-off against debts or realized at the current exchange rate.

13. Variation and or termination of relationship;

The bank may at any time upon giving notice to the Customer, terminate or vary its business relationship with the Customer and in particular but without prejudice to the generality of the foregoing, the bank may cancel credits which it has granted and require the repayment of outstanding debts resulting there from within such time.

14. Freezing of an Account;

The bank may at any time freeze any account of the customer if and so long as there is any dispute and or the bank has doubt for any reason (whether or not well founded) as to the person or persons entitled to operate the same, without any obligation to institute proceedings or to take any step of its own initiative for the determination of such dispute or doubt.

15. Joint Accounts;

All liability on a joint account is joint and several. The rule of survivorship applies. The holders of a joint account authorise the bank to pay, deliver to or to the order of survivors, executors or administrators of such survivors any moneys standing to the credit of the account. Where joint account holders have given the bank written instructions or agreements between them to govern their account operations, these agreements will be binding on all and the bank is authorised to follow these instructions in dealing with the account provided that the bank will not be held negligent if it has otherwise acted within the mandates of the account notwithstanding that the action is differing from the agreements in question.

16.Cheque books;

Cheque books are issued subject to the following conditions:-
1. the Customer agrees to look after and use any cheque book and any cheque leaf with utmost care.
2. the Customer further agrees to ensure:-
i) That all uncompleted cheque leaves shall be kept in safe custody at all times,
ii) That the bank shall be informed immediately upon discovery by the Customer that any cheque book or anycheque leaf has been stolen, lost or misplaced,

iii) That any cheque shall be prepared and signed in ink or other indelible writing materials,
iv) That the amount of any cheque shall be written as near as possible to the left side of the cheque leaf to prevent any unauthorized addition of letters or figures,
v) That any cheque and any alteration shall be signed by an authorized signatory and
vi) That no uncompleted cheque shall be given to any stranger or other person when the Customer does not nave reasonable grounds for believing him or her to be trustworthy and
vii) Upon closure of any account, the Customer shall return to the bank any remaining uncompleted cheque leaves relating to that account.

17.Customer Complain

The Bank is not responsible for any matter unless the Customer has made a complaint in writing to the Bank within seven (7) days after the matter has come to the attention of the Customer. Where notification from the Bank with respect to any such matter is expected but not received, the complaint must be made within a reasonable time after non receipt.

18 Stop payment;

That with respect to each item drawn against the account and the bank has been asked by the Customer to stop its payment:

1. The Customer shall undertake to make such requests or to confirm in writing and to indemnify the bank against any loss resulting from the non-payment thereof,
2. Should the item be paid or certified by the bank through inadvertence or oversight or through misdirection of the item the bank has in good faith followed its procedures in handling stop payment orders,
3. To notify the bank promptly in writing if the item (so stopped) is recovered or destroyed or if for any other reason the stop payment order is cancelled and
4. To notify the bank in writing before the issuance of any replacement item, and to inscribe on the face of such item the word replacement and a number and date different from the item stopped. A written stop payment order shall be effective for six months unless renewed in writing.

19 Cheque not drawn on the bank's cheque leaf in the manner specified by the bank:

The bank may refuse payment of any cheque not drawn on the bank's cheque leaf in the manner specified by the bank in these terms and conditions.

20 Drawing of cash

- The bank will pay cash to the Customer where the cheque is signed in the presence of the teller by an authorized signatory.
- Where a cash cheque is presented not by the Customer but by a third party, the bank may require confirmation from the Customer or from a representative of the Customer

before it makes payment. Where cash cheques are presented by employees or other known agents of the Customer, the following steps will be taken :-

i) The employee or agent will be identified beforehand in a manner acceptable to the bank and
ii) A limit on such drawings will be agreed in writing with the bank and until such limit is agreed, no drawings shall be allowed under this subsection of the clause.
iii) Where the Customer requests that payment be made under (b) above, the customer shall indemnify the bank in respect of all payments made to the presenter of the cheque whether or not the money is received by the Customer and whether or not the order for payment is in fact the order of the Customer.

21 Honouring of cheques:

The bank shall not be liable in any way to the Customer for having honored, even negligently, any cheque the signature or content of which has been forged if:

a) The Customer has facilitated such forgery either by failure to comply with any of the conditions contained in clause (18) hereof or by negligence in any other way or;
b) Where there has been a previous forgery of any cheque of the Customer without the customer having objected to the first statement of accounts which debited such cheques as provided by clause 8 hereof or;
c) The forgery has been perpetrated by an employee, servant, agent, contractor or person's known to the Customer.

22 Validity of documents

The bank shall not be responsible for the authenticity, validity, regularity or value of documents including but not limited to bills of landing, delivery orders, consignments, documents, receipts,

warrants and insurance policies. If by virtue of bills of exchange, cheques or other instruments drawn on foreign countries, resources have been exercised against the bank within the prescribed time in these countries, the loss or damage eventually resulting therefrom shall be borne by the holder of the account who remitted the instruments to the bank.

23 Holdings and credit in foreign currency;

Subject to all laws and Government regulations applicable: –

The bank will credit the counter value of the Customers holdings in foreign currencies to accounts with its correspondence in various countries of origin. Such accounts are in the bank's name but at

the Customer's risk and the Customer shall accept responsibility for any ensuing consequences, including but not limited to consequences of legal, fiscal or other measures affecting the accounts. Except in the case of an assignments by the Customer to the bank, the Customer may request for cheques or transfers in the original currencies at the bank's option. All credits granted in foreign currencies are also subject to this clause.

24 Accounts in foreign currencies;

Where an account is opened in a foreign currency, any demand on the bank for payment from such account is properly met by the bank by issuing a draft or effecting a transfer or making payment in

any other manner subject to all laws and Government regulations.

25 Communications ;

All communications from the bank to the Customer will be sent to the last address given by the Customer and the date of the bank's copy of any communication shall be taken to be the date ofsuch dispatch in the absence of proof to the contrary. Any written communication from the bank to the Customer, including but not limited to any notice given pursuant to these terms and conditions shall be deemed to have been received by the Customer, if delivered to them at the date and time of delivery and if sent by post, it shall be sufficient to prove that the letter containing the communication was properly stamped and addressed.

The bank shall have no responsibility or liability for any losses incurred by the Customer as a result of any delays, misunderstanding, mutilations, duplications or any other irregularities due to transmission of any communication, whether to or from the Customer, the bank or any third party either by delivery, post, telegraph, telephone, telex or by any other means of communication.The bank shall be relieved of all liability arising out of loss or non-receipt of any statement, voucher or notice mailed or held as herein authorized.

26 Minimum balances:

Minimum balance requirements shall be determined by the Bank from time to time.

27 Amendments:

Any additions or alteration to these General terms and conditions may be made from time to time by the bank without reference to the Customer as fully as if the same were contained in these

general terms and conditions.

28 Assignment, Government law, submission to jurisdiction, etc;

This contract shall not be assigned without the bank's consent unless the assignee agrees in writing with the

ban to be bound by all the general terms and condition of this contract.

The performance of this contract by the bank and the bank's obligation to deliver the services mentioned herein shall be subject to all laws, regulations, decrees administrative rules and orders of the Republic of Kenya and the Central Bank of Kenya now or hereafter affecting the same.

The Customer hereby agrees to indemnify the bank from any loss which the bank may incur with regard to this contract by reason of any such laws, decrees, administrative rules or orders.

The parties hereby submit to the exclusive jurisdiction of the courts of Kenya.

Interest on deposits will be paid less applicable taxes, unless exempted. In the event of the Customer's failure to perform this contract, the Customer undertakes to indemnify the bank for any losses incurred by the bank based on prevailing market rates for the purchase or sale or the amount contracted and as determined by and in the sole discretion of the bank in the absence of material manifest error. The bank shall in addition to any other right hereby be authorized to set-off any of the Customers accounts at any of the bank's branches. The bank shall not be liable in the event of delayed or omitted delivery of funds due to events beyond its control, i.e God's acts or for the unavailability of the funds credited to the Customer's accounts due to restrictions on convertibility, transferability, requisitions, involuntary transfers, acts of war, civil strife or other similar causes beyond its control, in which circumstances no other branch, subsidiary or affiliate of Caritas microfinance bank shall be responsible thereof.

28. Partnership Accounts:

Firms having partnership accounts with the bank agree that upon the demise of any partner, the bank may treat the surviving or continuing partner(s) and/or the legal representative and/or the trustee of the deceased partner's estate, for the time being as having full power to carry on the business of the firm and to deal with its assets as freely as if there had been no change in the firm. The authority which a firm gives to the bank for the holding of a partnership account shall remain in force until revoked, notwithstanding any change in the name of the firm; notwithstanding any change in the constitution of the partnership, the partnership will give the bank a new mandate. The partners authorize the bank to make advances of any kind or type, to discount bills and promissory notes to the partnership with or without security requested by the partners for the time being made in accordance to the mandate given to the bank. The Partners authorize the bank to accept by way of pledge or deposits as security or for safe custody anything belonging to the partnership on the instructions of the partners for the time being made in accordance with the mandate then in force and to deliver up on the said instructions anything so held on behalf of the partnership.

29 Group Accounts:

The account holders authorize the bank to honour instructions issued on behalf of the Group by the signatories appointed in accordance with the minutes of the Groups meetings given to the bank. The individual members hereby authorize the bank to open accounts in their individual names under the Group notwithstanding that these accounts will be controlled by the Group in the Group practices & agreements. Each individual member authorises the bank to accept instructions of the officials currently in office regarding transfer, application, set-off, withdrawals and payment out of funds or dealings of any type including closure, forfeiture, whether those accounts be loan

accounts, savings, or deposit provided they are Group Accounts

30 Fixed Deposit Accounts

TERM DEPOSITS

The bank may at its discretion, allow premature withdrawal of deposits. The Customer accepts that:

31 **The Term Deposit account will not attract interest after the maturity date or if the funds held in the fixed account are recalled before the expiry date.**

32 **The customer shall provide the bank with clear instructions on the disposal of the funds at least seven days prior to the account maturity date.**

CALL DEPOSITS

Customers will give notice in writing for his/her wish to uplift the deposit

34 **Consent to obtain UBO (Ultimate Beneficial Owner) Information**

The Law Against money laundering and terrorist ¬financing requires banks to conduct a series of tasks for identifi¬cation of the customer. Such requirements consist in the identification of the Ultimate Benefi¬cial Owner (UBO) of their customers. Any shareholder who directly or indirectly owns at least 10% of the issued shares of the customer's company or the equivalent, shall be declared as ultimate Benefi¬cial Owner of the customer's entity. You hereby give your consent for the Bank to obtain a search from the company registry or through any other sources in order to comply with this requirement or any legal and regulatory requirements relating to the identification of yourself as our customer.

35 **Pesa link Operations**

The account holders authorize the bank to honour transactions generated through the different bank channels to pesalink recipients and from other banks through pesalink. The account holder shall be responsible to maintain passwords to access of all the alternative channels and the bank shall not be liable for losses emanating from compromise of the customer's alternative channels. Where a customer has sent funds to the wrong beneficiary, the bank shall support to request for a reversal to the recipient bank and shall handle the complain as per clause 17 of the terms and conditions. The client shall be required to raise the communication of the nature as per the guidelines on clause 25 of this terms and conditions on communication. Where there is a dispute from another bank as regards to incoming pesalink transactions, the bank shall hold such funds and contact the customer to verify the dispute. Where the customer does not provide sufficient supporting information on the transactions, the bank shall debit the customer's account and refund the said funds to the complainant.

FOREIGN ACCOUNT TAX COMPLIANCE ACT(FATCA) (For us citizens)

Are you a US resident?	YES		NO	
Are you a US citizen?	YES		NO	
Are you holding a Green card or Residence card?	YES		NO	
Were you born in the US?	YES		NO	
Do you have a US residential Address	YES		NO	
Do you have a mailing address in the US	YES		NO	
Do you have a phone number in the US	YES		NO	
Do you have a standing order to a US bank account?	YES		NO	
Do you have any income from the US?	YES		NO	

A Fatca form will be required to be filled if a 'yes' answer has been provided in any of the above section.

NOTARY PUBLIC SIGNING

1) PERSONAL AND JOINT ACCOUNT OPENING FORM

I/WE_____of Residential address_____

and ID/Passport number(s) _____hereby confirm that the information given above is true to the best of my/our knowledge.

Signature_____Date_____

Signed in the presence of Notary Public

NAME_____

STAMP AND SIGNATURE_____DATE_____