

ACCOUNT OPENING FORM

Business & Other Non
Individual Entities

  faulukeny

 +254 711 074 000

www.faulukeny.com

Regulated by the Central Bank of Kenya

Faulu 

A MEMBER OF THE  OLDMUTUAL GROUP

1. NATURE OF ACCOUNT

ACCOUNT NUMBER

CID

Currency Type: KES

OTHER _____

2. CUSTOMER DETAILS: NON-INDIVIDUALS

Name of Organisation _____

Type of Organisation Sole Proprietorship Partnership Limited Company NGO Parastatal

Trust

Club/Association/Society

Other (Please Specify) _____

Registered Office _____

Physical Location _____

Postal Address _____

Postal Code _____

Fax No. _____

Mailing Address _____

Website _____

Office Tel No. _____

Email _____

Contact Person Mr/Mrs/Ms. _____

Mobile Tel _____

Nature of Business Manufacturing

Agriculture

Mining & quarrying

Trade & Commerce

Financial services

Transport & Communication

Electricity and water

Building & construction

Other (Please specify) _____

Date established/Incorporated

Country of establishment/Incorporation _____

Registration Number _____

(Mandatory for Companies /Trust/Societies /Associations)

Purpose of opening account Investment Transactions Other (Please specify) _____

Source of funds to fund account _____

3. DIRECTOR'S/PARTNER'S/PROPRIETOR'S/SIGNATORY'S DETAILS

PERSONAL INFORMATION: DIRECTOR/SIGNATORY 1

Please tell us about yourself. All fields in asterisk (*) are mandatory

First Name*

Middle Name*

Surname*

Date of Birth*

National ID/Passport/Alien ID/Military Number*

KRA PIN*

Country of Residences*

Nationality*

Residential Address (Physical)

Near what*

Postal Address

Postal Code

Marital Status*

Gender*

Email Address:

Occupation

Telephone No.

PERSONAL INFORMATION: DIRECTOR/SIGNATORY 2

Please tell us about yourself. All fields in asterisk (*) are mandatory

First Name*	<input type="text"/>	Middle Name*	<input type="text"/>
Surname*	<input type="text"/>	Date of Birth*	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
National ID/Passport/Alien ID/Military Number*	<input type="text"/>	KRA PIN*	<input type="text"/>
Country of Residences*	<input type="text"/>	Nationality*	<input type="text"/>
Residential Address (Physical)	<input type="text"/>	Near what*	<input type="text"/>
Postal Address	<input type="text"/>	Postal Code	<input type="text"/>
		Marital Status*	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
		Gender*	<input type="text"/> <input type="text"/>
Email Address:	<input type="text"/>	Occupation	<input type="text"/>
Telephone No.	<input type="text"/>		

PERSONAL INFORMATION: DIRECTOR/SIGNATORY 3

Please tell us about yourself. All fields in asterisk (*) are mandatory

First Name*	<input type="text"/>	Middle Name*	<input type="text"/>
Surname*	<input type="text"/>	Date of Birth*	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
National ID/Passport/Alien ID/Military Number*	<input type="text"/>	KRA PIN*	<input type="text"/>
Country of Residences*	<input type="text"/>	Nationality*	<input type="text"/>
Residential Address (Physical)	<input type="text"/>	Near what*	<input type="text"/>
Postal Address	<input type="text"/>	Postal Code	<input type="text"/>
		Marital Status*	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
		Gender*	<input type="text"/> <input type="text"/>
Email Address:	<input type="text"/>	Occupation	<input type="text"/>
Telephone No.	<input type="text"/>		

PERSONAL INFORMATION: DIRECTOR/SIGNATORY 4

Please tell us about yourself. All fields in asterisk (*) are mandatory

First Name*	<input type="text"/>	Middle Name*	<input type="text"/>
Surname*	<input type="text"/>	Date of Birth*	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
National ID/Passport/Alien ID/Military Number*	<input type="text"/>	KRA PIN*	<input type="text"/>
Country of Residences*	<input type="text"/>	Nationality*	<input type="text"/>
Residential Address (Physical)	<input type="text"/>	Near what*	<input type="text"/>
Postal Address	<input type="text"/>	Postal Code	<input type="text"/>
		Marital Status*	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
		Gender*	<input type="text"/> <input type="text"/>
Email Address:	<input type="text"/>	Occupation	<input type="text"/>
Telephone No.	<input type="text"/>		

6. REFERENCES

Please obtain atleast one reference from any of the following categories of persons:

- * Existing account holders for atleast 6 months
- * Reputable professionals (Practicing Accountants / Lawyers)
- * Separate letter of introduction to be obtained
- * Current Bankers

Reference Name	Signature	Address & Telephone No	Occupation/ Profession	Account No. in Faulu Microfinance Bank	Relationship with applicant

7. SPECIFIC CUSTOMER REQUESTS (Please tick)

Cheque book No. of leaves 25 50 100 Mobile Banking (for sole proprietors only) ATM card (for sole proprietors)

Statement of account Monthly Other _____

Other requests _____

8. DECLARATION

I/We understand and agree that:

The account shall be opened and operated subject to any directions that may be issued to the Bank by its statutory regulators from time to time.

I/We confirm having received and read the General Terms and Conditions governing the account and shall comply with them/any other rules that may be in force from time to time.

I/We confirm having read "the bank" tariffs by which we agree to abide. We also note that rules and tariffs are subject to change without prior notice to us.

I/We hereby agree that "the bank" shall share all the information about my /our account/deposits with its Group companies.

I/We authorize "the bank" to deduct / debit my / our account for any tax as the law may require.

The declarations given in this form by me/us are true and I/We shall be held responsible for the same at all times.

Signatories required to sign below to agree to the declarations.

Name

Signature

1 _____

2 _____

3 _____

4 _____

5 _____

FOR OFFICIAL USE ONLY

Roles	Names	Signature	PF Number	Date
Forms completed by				
In the presence of				
Staff Sale				
Referred by				
Inputter				
Authorizer				
Officer Name				
Officers DAO				
Branch				

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

Branch Manager / Branch Operations Manager _____ Signature _____ Date _____

GENERAL TERMS & CONDITIONS GOVERNING THE BANK - CUSTOMER RELATIONSHIP

The relationship between the Bank and the Customer shall be governed by the following terms and conditions including any amendments made from time to time thereto and notified to the Customer (the General Terms and Conditions), subject to any further agreement in writing:

1. Definitions and Interpretation

In these General Terms and Conditions:

- a. Customer means a person who holds and maintains an account with the Bank and shall include any person or persons, firm or corporate body;
- b. Bank means FAULU MICROFINANCE BANK LIMITED and includes its successors in title and assigns;
- c. Account means a bank account of any type opened and maintained by a Customer with the Bank in accordance with these terms and conditions and banking practice and procedure;
- d. Words importing the singular meaning where the context so admits include the plural meaning and vice versa;
- e. Words importing the masculine gender only include the feminine and neuter genders and words denoting natural persons include corporations and firms and all such words shall be construed interchangeably in that manner;
- f. The clause and paragraph headings are for reference purposes only and shall not affect the construction of this agreement;
- g. If the Customer comprises more than one person the obligations and liabilities of such persons hereunder are joint and several;
- h. If any of the provisions hereof is found by any court or other competent authority to be void or unenforceable, it shall be deemed to have been deleted from these General Terms and Conditions and the remaining provisions shall continue to apply and be binding on the parties.

2. Customer Instructions

- a. The customer requests the Bank to honour and to debit his account all cheques, drafts, bills, promissory notes, acceptances, negotiable instruments and orders drawn accepted or made out by him or on his behalf, and to carry out instructions he may give in connection with his account notwithstanding that any such debiting or carrying out of instructions may cause his account to be overdrawn or the limit of any overdraft enjoyed by him to be increased.
- b. Where no overdraft has been agreed or the limit of any overdraft agreed has been fully utilised, the Bank may refuse to carry out any instructions which would result in there being an overdraft or any overdraft limit greater than that agreed or sanctioned by the Bank as the case may be.
- c. All instructions given to the Bank by the Customer shall be in writing unless the Bank advises the customer that instructions pertaining to a particular account or service may be given in a different manner.
- d. The Bank may in its sole discretion permit telephonic, telegraphic, facsimile or electronic mail instructions but reserves the right not to honour such instructions or to suspend the carrying out of such instructions until it has received a suitable indemnity from the Customer against all liability which may result from carrying out such instructions and/or it has received written confirmation of such instructions from the Customer. Should the Bank act upon any telephonic, telegraphic, facsimile or electronic mail instructions, the Customer hereby irrevocably undertakes to indemnify and hold the Bank harmless against all costs, damages and liability howsoever arising as a result.
- e. Unless the Bank is irrevocably bound to act or process the transaction in question, the Customer may cancel instructions issued by him before the Bank acts upon them. The Bank shall be entitled to levy a charge for the cancellation of any instructions in line with the Bank's tariff guide, acceptance of which the Customer hereby confirms and undertakes to pay.
- f. The Bank reserves the right to close or suspend any account which it suspects to have been opened fraudulently or which upon investigation is found to have been opened fraudulently.

3. Authorised Signatories

- a. The Customer shall, at the time of opening the account and at all times thereafter, give to the Bank, in an acceptable form, the specimen signatures of all persons authorised to operate the Customer's account (the „Authorised Signatories“ or „Authorised Signatories“) together with the names, addresses and such other information as the Bank may require pertaining to the Authorised Signatories.
- b. All such Authorised Signatories, unless otherwise agreed, are entitled to withdraw all or any of the Customer's money, securities, deeds, documents or other property held by the Bank from time to time (provided that they do not form part of any security held by the Bank), to open any further account in the name of the Customer and or to overdraw any of the Customer's accounts.

4. Legal Capacity and Enquiry

- a. The Bank shall be entitled to make any enquiries it deems necessary in relation to the opening of an account and the Customer hereby authorises the Bank to make any such enquiries.
- b. The Customer shall provide the Bank with all such information and documents as the Bank may require in terms of establishing the identity of the Customer or the Authorised Signatories and their legal capacity to open and operate the account or as may be required pursuant to any anti-money laundering rules and regulations issued by the Central Bank of Kenya or any other regulatory body whether in Kenya or elsewhere.

5. Simultaneous Orders in Excess of Funds

Where the Bank receives more than one order at approximately the same time, the total amount of which exceeds the available funds or assets of or the credit granted to the Customer, the Bank may honour the orders in whatever manner it thinks fit [within the limit of the funds available].

6. Joint Accounts

Where two or more persons hold a joint account, the provisions of this clause shall also apply: a. in the event of the death of any one of the holders of a joint account the Bank shall pay or deliver to or to the order of the survivor or survivors all moneys, securities, deeds, documents and other property whatsoever, remaining unencumbered, standing to credit or held by the Bank for any account(s) in their joint names;

- a. The holders of a joint account shall be jointly and severally liable for any overdraft, loan or other credit facilities or accommodation which shall be granted to any account in their joint names, and for any liability or obligation arising from or pertaining to such joint account, together with all interest, commission and other banking charges and expenses;
- b. The Bank may, unless otherwise agreed, act on the instructions of any one holder of a joint account, but if any holder of a joint account gives instructions that conflict or appear to conflict with instructions given by any other holder of the joint account, the Bank may refuse to act on any such instructions until the conflict is resolved to the Bank's sole satisfaction;
- c. Each holder of a joint account authorises and empowers the other holder(s) to endorse for deposit and to deposit with the Bank any and all cheques, notes or other instruments for the payment of money, payable and purporting to belong to any one or all of them, and should any such instruments be received by the Bank without having been so endorsed then the Bank is hereby authorised to endorse any such instruments on behalf of the relevant holder and to credit the same to the account held in their joint names.

7. Savings Accounts

Upon sufficient notice being given to the Bank by the Customer, the Bank may permit the premature withdrawal of funds from a fixed deposit account before maturity and in such event the Customer unreservedly accepts that it shall forfeit all the interest that had accrued on such deposit and shall pay to the Bank any such fee that may be charged by the Bank for such premature withdrawal from or closure of the fixed deposit account. For the purposes of to the maturity date as indicated on the fixed deposit certificate of receipt pertaining to the relevant fixed deposit account.

- a. The Customer only shall be permitted to make withdrawals from such savings account on production of the relevant savings account withdrawal documentation prescribed by the Bank, duly completed the Bank may, at its sole discretion, and on the written instructions of the Customer, make payment to a third party from the savings account.
- b. In the event that the Customer instructs the Bank to close the savings account within 6 months of the said account being established for any reason, the Bank may levy a charge on the savings account in line with the Bank's tariff guide, acceptance of which the Customer hereby confirms and undertakes to pay.
- c. The Bank reserves the right to fix the minimum deposit amount that must be maintained by the Customer in a savings account at any given time as well as the rate of interest payable on such saving account. The Bank may at its sole discretion close any savings account if in the opinion of the Bank the Customer is not operating the savings account in a manner consistent with the operation of a saving account as determined by the Bank in its sole discretion.

8. Fixed Deposit Accounts

Upon sufficient notice being given to the Bank by the Customer, the Bank may permit the premature withdrawal of funds from a fixed deposit account before maturity and in such event the Customer unreservedly accepts that it shall forfeit all the interest that had accrued on such deposit and shall pay to the Bank any such fee that may be charged by the Bank for such premature withdrawal from or closure of the fixed deposit account. For the purposes of to the maturity date as indicated on the fixed deposit certificate of receipt pertaining to the relevant fixed deposit account.

9. Foreign Currency Accounts

Subject to all laws and governmental regulations, where an account is in foreign currency, any demand to the bank for payment from such an account in another currency shall be made through conversion to the other currency at the discretion of the bank.

10. Holdings and Credit in Foreign Currency

Subject to all laws and governmental regulations applicable:

- a. Where the Bank holds any foreign currency for the account of the Customer, the Bank shall credit the counter value of such holdings in foreign currency to the Bank's accounts maintained with its correspondent banks in the various countries of such foreign currency's origin;
- b. Such accounts shall be held in the Bank's name but entirely at the Customer's risk and the Bank shall not be held responsible for any loss or damage suffered by the Customer as a consequence of any legal, fiscal or other measures taken which affect such accounts or for any other reason including but not limited to unavailability of such funds in due course, as a result of any alleged fraud or any other reason beyond the Bank's control;
- c. Except in the case of a transfer of funds by the Customer to the Bank, the Customer may dispose of such funds only by means of cheques or transfers in the original currencies in which they were held;
- d. All credits granted in foreign currencies are also subject to the provisions of this clause.

11. Partnership Accounts

In the event of the Customer being a partnership, the following provisions of this clause shall also apply: -

- a. The partners authorise the Bank to carry out instructions countermanding payment of cheques, bills of exchange, promissory notes or other orders for payment when such instructions are given by any person whose name appears on the mandate whether or not that person has signed the original payment instruction.
- b. The partners authorise the Bank to grant overdraft, loan or other credit facilities or accommodation or otherwise make advances with or without security for the account(s) of the partnership, and to discount bills and promissory notes, at the request of the partners for the time being made in accordance with the mandate.
- c. The partners authorise the Bank to accept by way of pledge or deposit as security or for safe custody anything belonging to the partnership on the mandate, and to deliver upon the said instructions anything so accepted to be held on account of the partnership.
- d. Upon change in the constitution of the partnership, the partners will sign a new mandate.
- e. All liability of the partners to the Bank shall be joint and several.
- f. A mandate remains in force and may be acted upon by the Bank until it has either been revoked in writing by all or any of the signatories to the partnership account or until it has been replaced by a new mandate.

12. Payment by Third Parties and Collections

The Bank may credit the Customer's account(s) with amounts paid by third parties but shall assume no responsibility for the realisation of any items deposited with the Bank for collection. All instruments such as cheques, drafts, bills of exchange and other negotiable instruments or commercial documents tendered for collection and credit to the Customer's account are accepted subject to the following express terms and conditions:

- a. Instruments not payable at the Bank are accepted by the Bank only for transmission on behalf of the Customer at the Customer's entire risk and responsibility;
- b. Where instruments are forwarded by the Bank by post or through any courier service to other banks or to any correspondent or agent or sub agent of the Bank, such postal service provider and/or couriers, as well as such other banks, correspondents, agents or sub-agents of the Bank shall be deemed to be the Customer's own agent(s) for collection, notwithstanding that such couriers, banks correspondents, agents or sub-agents are of the Bank's choice;
- c. The Bank shall not accept any responsibility and shall not be held liable for any delay, mutilation or loss of any of the Customer's instruments arising from or occasioned by the transmission of such instruments by post or through a courier, nor shall the Bank be responsible or held liable for any act neglect, default, failure or insolvency of any bank, correspondent, agent or sub-agent aforesaid and/or their employees, nor shall the Bank be responsible or held liable for any loss or damage suffered by the Customer or by any party as a result thereof;
- d. The Bank reserves the right to debit any Customer's account that may have been exceptionally credited with respect to an instrument which is subsequently unpaid on collection.

13. Deposit of Cheques and Returned Cheque Indemnity

- a. All cheques or other orders for payment of whatsoever nature are accepted for deposit or collection at the risk of the Customer
- b. Notwithstanding that the Bank sends such instruments for clearing through the automated clearing house or by other means it deems necessary. Where any cheque or order is unpaid for any reason whatsoever (including but not limited to physical loss) other than the Bank's negligence, the Bank may debit the Customer's account(s) with any amount previously credited in respect of such unpaid cheque or other order (taking into account any exchange risk where relevant), together with interest, in the event that the account is overdrawn as a result, at such rate or rates

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decided by the Bank at its sole discretion calculated from the date such amount was credited. Any money credited to the Customer in error must be repaid on demand.

- c. Where cheques, other negotiable instruments or commercial documents are deposited for the credit of the Customer's account, whether or not payable at or by the Bank, the amount of such deposits shall be available for withdrawal only when the cheque matures and the bank is credited with the value.
- d. Notwithstanding that immediate credit may have been given for cheques received for collection through clearing, they are not available to the Customer for drawing against until such cheques are in fact paid. Such cheques shall not be deemed to have been honoured even if they are allowed to be drawn against and the Bank reserves the right to debit the Customer's account(s) or in any other way recover any such amounts withdrawn if the relevant cheques are returned unpaid.
- e. Notwithstanding anything to the contrary herein contained, any money credited to the Customer's account(s) in error must be repaid immediately on demand together with the applicable interest and the Bank shall be entitled to debit the Customer's account(s), or in any other way recover, any such amounts so credited in error together with interest thereon.

14. Bank charges and expenses

The Customer agrees that the Bank may recover from the Customer any costs, fees, interest, commissions, or taxes and stamp duties paid or incurred by the Bank on the Customer's behalf, or levied as a consequence of any dealings between the Bank and the Customer. In particular, the Customer shall pay to the Bank and the Bank shall be entitled to debit the Customer's account(s) with:

- a. All legal charges, including but not limited to advocate and client costs, incurred by the Bank in obtaining legal advice in connection with the Customer's dealings with the Bank or incurred by the Bank in any legal, arbitration or other proceedings arising out of any dealings with the Customer and/or any other fees or costs incurred by the Bank in obtaining any other professional advice relating thereto;
- b. Unless otherwise agreed in writing, interest on overdrawn accounts, loan accounts or on any other facility granted by the Bank, at such rate or rates as may have been agreed and in the absence of agreement at such rate or rates as the Bank shall in its sole discretion from time to time determine within legal limits, which rate or rates may be different for different accounts. Such interest shall be calculated on daily balances and debited monthly by way of compound interest. The Bank shall not be under any obligation to notify the Customer of any changes in the rate or rates of interest charged. Where a higher rate of interest has been agreed between the Bank and the Customer in any security given or procured by the Customer, that higher rate may be charged by the Bank on any of the Customer's accounts. Interest under this clause is paid or repaid in full, as well after or before any judgment, and notwithstanding the determination of the relationship between the Bank and the Customer;
- c. Commission at such rate or rates and at such time or times as the Bank shall decide, and the Bank shall be at liberty to charge different rates for different accounts;
- d. All charges, fees and tariffs applicable to the Customer's Account (the „_Tariffs_“) as outlined in the Bank's standard tariff guide, a copy of which is available to the Customer at the time of opening the Account as well as on request;
- e. All charges and professional fees incurred by the Bank in relation to the Customer including but not limited to valuers fees, debt collection fees, auctioneers fees and all other incidental costs incurred by the Bank in collection of a debt owed by the Customer and/or in relation to the Bank's dealings with the Customer;
- f. In addition to the above, all other proper expenses and charges including but not limited to commitment fees, ledger fees, disbursements for cheque books, search fees, postages, cables, telephone calls, taxes, duties, impositions and expenses incurred in complying with the Customer's requests or in maintaining the account or in respect of any dealings between the Bank and the Customer.

The Customer hereby authorizes the Bank to debit its account with any and/all the above mentioned charges, fees, tariffs, interest, commission, disbursements, taxes, duties, costs and expenses whatsoever without further reference to the Customer.

15. Bank Statements

The Customer shall examine the contents of any statement of account or statement of any other nature which has been sent by the Bank to the Customer and, if the Customer has not objected in writing to the Bank within fourteen (14) days of the statement date, the statement shall be deemed approved and conclusively accepted by the Customer and shall not at any time thereafter be challenged by the Customer on any ground whatsoever including but not limited to lack of mandate, forged or inadequate signature or endorsement of cheques, forged alteration thereof or otherwise.

16. Customer Complaints

The customer may lodge a complaint with the Bank's in any of the Bank's contact details as provided in this form, website or any of our banking premises. The bank shall acknowledge receipt of customer complaints within 48 hours and shall endeavor to resolve the matter within 7 working days. For complaints not resolved within 7 working days, written updates shall be forwarded to the customer on the progress of resolution, once every 7 working days.

17. Cooling Off Period

As an institution prior to entering into this contract with customer, shall:

- 17.1 Explain to the consumer that they have the freedom not to enter into the contract if they are not sure of the suitability of the product or service or if the terms and conditions of the contract appear onerous or if the execution of the contract by customer shall be secured with difficulty arising from the financial position or other condition of the consumer.
- 17.2 Inform the customer of their right to take some time to think over the proposed transaction before signing the contract or committing themselves to take the product or use the service.
- 17.3 Request the consumer to confirm whether he/she needs some time to reconsider the proposed transaction. The institution shall act in accordance with the wishes of the consumer.

18. No Duty of the Bank to protest

The Bank is not liable for any loss or damages suffered by any party if any dishonoured bill is not noted and/or protested. The Bank will nevertheless endeavour to cause dishonoured bills to be noted and/or protested provided that it receives instructions from the Customer to do so within a reasonable time, and in any event within twenty-four (24) hours of the bill being dishonoured.

19. Repayment of Overdrawn Accounts

- a. The Customer must not permit the balance in the account to fall below the prescribed minimum balance of the account, nor shall the Customer exceed the limit of any overdraft facility extended and approved by the Bank in respect of the account, without the Bank's prior written consent. To honour a cheque, make a payment and/or allow a withdrawal if the effect of the same would be to either cause the account to be drawn below its prescribed minimum balance or cause the account to be overdrawn or cause the agreed overdraft limit to be exceeded.
- b. If the Account is drawn below its prescribed minimum balance or the approved overdraft limit is exceeded without the Bank's prior written consent, the Customer shall pay such fees as the Bank may prescribe as well as pay additional interest on the particular amount drawn below the prescribed minimum balance or the particular amount in excess of the approved overdraft limit at such rate or rates and compounded in such manner as may be determined by the Bank in its sole and absolute discretion until the outstanding amounts are paid in full.
- c. The Customer shall immediately on demand repay to the Bank any amount due on any overdrawn account of the Customer together with interest thereon as well as all other costs, charges and expenses arising there from.

20. Right of Set-Off

- a. The Bank may, at any time, without notice, combine and/or consolidate any of the Customer's accounts and set-off against any account or indebtedness of the Customer:
 - i. any other account whether current, loan, savings or any other type;
 - ii. anytime fixed or other deposit (whether matured or not).
- b. The Bank may, upon notice to the Customer, set-off his account against any other account or indebtedness in respect of which the Customer is liable, notwithstanding that some other person may also be liable in respect thereof.

21. Right of Lien

- a. Where the Customer is indebted to the Bank, the Bank shall have a general lien over all property of the Customer in the Bank's possession including but not limited to cash, goods, securities or valuables deposited for safe custody or as security, cheques presented for payment, bills and other property movable or immovable charged to secure repayment of any money whether or not that money has been repaid and any other property over which the Bank has a lien by law.
- b. Where the Customer is indebted in circumstances giving the Bank a right to set off, all property specified in paragraph (a) of his clause shall be held as security for the debt.
- c. The Bank may at any time give the Customer notice in writing that if an accrued debt is not paid within a specified period (such period being not less than 14 days after receipt of the Customer notice) then the Bank may without further notice proceed to realise sufficient of the Customer's assets to discharge the debt. Any part payment towards prejudice to the Bank's rights.
- d. If the debt is not discharged within the time allowed and the Bank proceeds to realisation of Customer's assets under paragraph (c) of this clause, the Customer hereby irrevocably appoints and constitutes good title to any assets sold and all other incidental matters. Any surplus funds received from any such realisation shall be held on the Customer's account subject to the General Terms and Conditions.
- e. The Bank shall not be held responsible or liable in any way for the outcome of any realisation exercise under this clause, except where it can be proved that the Bank acted in bad faith.
- f. Any of the Customer's funds in foreign currencies which are subject to the Bank's lien may be set off against debts or realised at the rate of exchange applicable at the date of set-off or realisation. The Bank accepts no liability and shall not be held responsible for any loss caused by exchange fluctuations which loss shall be for the Customer's account.
- g. Deposits held for a given period of time, including deposits in foreign currencies, may be set against debts notwithstanding that the time period for such deposits has not expired at the time set-off.

22. Freezing of Accounts

The Bank may at any time freeze any account of the Customer if and so long as there is any dispute respect thereof or if the Bank has doubt for any reason whatsoever as to the person or persons entitle operate the same, without any obligation to institute inter-pleader proceedings or to take any step on own initiative for the determination of such dispute or doubt.

23. Cheque Books

Cheque books are issued subject to the following conditions:-

- a. The Customer agrees to and shall look after and use any cheque book and any cheque with the utmost care.
- b. The Customer further agrees to ensure:-
 - i. That all uncompleted cheque leaves are kept in safe custody at all times;
 - ii. That the Bank is immediately informed upon discovery by the Customer that any cheque book or any cheque leaf has been stolen, lost or mislaid; overdrawn or cause the agreed overdraft limit to be exceeded.
 - iii. That any person preparing a cheque on behalf of the Customer is authorised to do so;
 - iv. That all cheques are prepared and signed in permanent ink or other indelible writing material
 - v. That the amount in which a cheque made out is written as near as possible to the left side of leaf and in such a manner as to prevent any unauthorised addition of letters or figures or other changes thereto;
 - vi. That all cheques and any alterations are signed by an Authorised Signatory;
 - vii. That no uncompleted cheque is given to any stranger or other person when the Customer does not have reasonable grounds for believing such person to be trustworthy.
- c. The Customer is advised that:
 - i. Where possible any completed cheque should be crossed with two distinct lines in order to make the cheque negotiable only through a bank;
 - ii. If it is known with which bank the beneficiary of the cheque keeps his account then the name that bank should be added to the crossing in order to make the cheque negotiable only through that particular bank;On receipt in a form acceptable to the Bank of written notice from the Customer to stop payment on a cheque, the Bank will record the notice. Such notice may only be acted upon if received by the Bank and recorded prior to payment in respect of the relevant cheque having been acted upon under bad faith on the part of the Bank and can be proved. The Bank shall not be held responsible if such notice is not honored.

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- d. Upon closure of any account, the Customer will return to the Bank any uncompleted cheque or forms relating to that account;
- e. The Bank may refuse payment of any cheque not drawn on the Bank's cheque form in the manner specified by the Bank in these General Terms and Conditions.
- f. Issuance of cheques on unfunded account will lead to stoppage of the cheque book without further reference to the customer.

24. Drawing of Cash

- a. The Bank will pay cash to the Customer only where the relevant cheque is signed in the presence of the Bank's teller by an Authorised Signatory or by the Authorised Signatories;
- b. Where a cash cheque is presented not by a Customer but by a third party, the Bank will require confirmation by telephone or by such other means deemed necessary by the Bank from Customer or from a representative of the Customer known to the Bank before it makes payment to that third party;
- c. Where cash cheques are presented by employees or other known agents of the Customer, the following provisions shall apply:-
 - i. The employee or agent will be identified before hand to the Bank in a manner acceptable to the Bank;
 - ii. A limit will be agreed upon in writing between the Customer and the Bank as to amount such employee or agent may draw, and until such limit is agreed, no drawings be allowed under this paragraph.
- d. Where payments are made under paragraph (c) of this clause, the Customer shall indemnify the Bank in respect of all payments made to such employee or agent whether or not money was received by the Customer and whether or not the order for payment presented would fact the order of the Customer;
- e. Where either the employee or agent is not known to the Bank or if the cheque exceeds the agreed limit the provisions of paragraph (b) apply, in which case such employee or agent shall be deemed fit to be a third party.

25. Forgery

The Bank shall not be liable in any way to the Customer for having honoured any cheque the signature content of which has been forged if:

- a. The Customer has facilitated such forgery either by failure to comply with any of conditions contained in Clause 22 or by its negligence in any other way; or
- b. There has been a previous forgery on any cheque of the Customer without the Customer having objected to the first statement of account which reflected the debit in respect of signed cheque as provided by Clause 15 hereof; or
- c. The forgery has been perpetuated by an employee, servant, agent, contractor subcontractor of the Customer.

26. Validity of Documents

The Bank shall not be responsible for ascertaining the authenticity, validity, regularity or value of documents received by the Bank whatsoever including but not limited to bills of lading, delivery order consignment documents, receipts, warrants and insurance policies.

27. Safe custody

Any article received from the Customer by the Bank for storage or safekeeping is accepted and received on the following terms:

- a. The article is received by the Bank for the account of the Customer;
- b. The article is received by the Bank at the sole risk of the Customer and the Bank shall not be liable for any damage to or loss of the article through any cause whatsoever included but not limited to moths, vermin, heat or leakage and the Bank accepts no responsibility any such damage or loss except in so far as this Clause expressly provides to the contrary
- c. The Bank undertakes to exercise reasonable care in storing the article and in ensuring that no unauthorized person has access thereto;
- i. The liability of the Bank for loss or damage of any one article and its contents (if any) attributable to the negligence of the Bank or its employees shall be limited to the value of the article subject to the maximum sum of USD 20 (United States Dollars Twenty only) unless the Bank has acknowledged in writing after such proof as it may require that such article together with its contents (if any) is of a specified value in excess of that sum;
- ii. The Bank shall have a lien over any article deposited with the Bank for storage and/or safe keeping for any outstanding charges payable to the Bank on account of the services provided by the Bank for the storage or safekeeping of such article, and pursuant to that lien, the Bank is authorised to open any package or envelope containing the article and to exercise in respect of the article such rights as the Bank is permitted by these General Terms and Conditions to exercise over any property over which the Bank has a lien;
- iii. The Customer shall certify that any articles/packages deposited with the Bank do not contain any firearm or other explosive device;
- iv. In the event of the death of the Customer the Bank will release any article deposited by the Customer to the Customer's personal administrators or executors upon production by such personal administrators or executors of a certified copy of the Customer's Death Certificate and a valid grant of probate or letters of administration, as the case may be, and only upon payment of all outstanding charges due to the Bank in respect of the storage or safekeeping of such article.

28. Correction of Errors

The Bank reserves the right without prior notice to the Customer to correct any entries made on the Customer's account by mistake, and in the event that such correction results in the account balance falling below the prescribed minimum balance or the approved overdraft limit being exceeded the Customer shall pay such fees as the Bank may prescribe as well as pay additional interest on the particular amount drawn below the prescribed minimum balance or the particular amount in excess of the approved overdraft limit at such rate or rates and compounded in such manner as may be determined by the Bank in its sole and absolute discretion.

29. Remedies and Waivers

No delay or omission on the part of the Bank in exercising any right or power or remedy shall impair such right or power or remedy, and any single or partial exercise shall not preclude any

other or further exercise of any such right or power or remedy or the exercise of any other right or power or remedy. The rights and remedies of the Bank are cumulative and not exclusive of any right or remedy provided by law.

30. Disclosure of Confidential Information

The Bank may disclose any personal data and/or information whatsoever relating to the Customer and/or the Customer's account(s):

- a. For fraud prevention purposes;
- b. To licensed credit reference agencies;
- c. To the Bank's external lawyers, auditors, debt collection agencies and sub-contractors or other persons acting as agents of the Bank;
- d. To any person who may assume the rights of the Bank hereunder;
- e. If the Bank has a right or duty to disclose or is permitted or compelled to do so by law and the Customer agrees that the disclosure of information set out above does not violate any duty that may be owed by the Bank to the Customer [provided that such disclosure falls strictly within the boundaries permitted by laws of Kenya]

31. Accounting Periods

Accounts shall be made up at the Bank's sole discretion at the end of each monthly, quarterly, half-yearly or yearly period.

32. Minor accounts

In respect of account(s) opened in the name of a minor (whether or not jointly with an individual who is not a minor) the Bank shall be entitled to act on the instructions received from the minor's guardian named in the account opening forms irrespective of whether the minor attains the age of majority thereby ceasing to be a minor, until the Bank receives written notice from the guardian to cease acting on such guardian's instructions and to commence acting on the account holder's instructions.

33. Assignments

The Bank may assign or transfer all or any of its rights and/or obligations under these General Terms and Conditions, in whole or in part, to any person or persons without notice to the Customer.

34. Termination of Business Relationship

The Bank may at any time, upon notice to the Customer, vary or terminate its 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 to the Customer and shall require the payment of outstanding debts on the Customer's account resulting there from within such time as the Bank shall in its sole discretion determine.

35. Notices

- a. All notices, statements, letters and other communication from the Bank may be sent to the last address given by the Customer and the date on the Bank's copy of any such communication is taken to be the date of such dispatch in the absence of proof to the contrary.
- b. Any written communication from the Bank to the Customer including but not limited to any notice given pursuant to these General Terms and Conditions shall be deemed to have been received by the Customer (i) if delivered by hand, at the time of delivery, (ii) if sent by facsimile or electronic mail, at the time of transmission (provided that if the date of transmission is not a business day it shall be deemed to have been received at the opening of business on the next business day), and (iii) if sent by post then four days after posting if sent to an address in Kenya and seven days after posting if sent to an address outside Kenya; and in proving such dispatch by post it shall be sufficient to prove that the communication was properly stamped and addressed
- c. The customer has no claim on the Bank for damage resulting from losses, delays, misunderstandings, mutilations, duplications or any other irregularities due to transmission of any communication whether to or from the Customer, the Bank or any other third party by hand delivery, post, telegraph, telephone, telex, facsimile, electronic mail or any other means of communication.

36. Anti-Bribery and Corruption

- 36.1 You will ensure compliance with all Anti-corruption Laws as the same may be enacted or amended from time to time and any recognized international principles (Anti-Corruption Law)
- 36.2 In connection with your account, you have implemented well established process and procedures and monitoring systems to monitor any unusual activities that may relate to bribery and corruption
- 36.3 You shall promptly report any actual, alleged or attempted violation of any applicable Anti-Corruption Law arising in connection with your account and you shall co-operate with us.

37. FATCA Compliance

- 37.1 The Bank is subject to the requirements of the Foreign Account Tax Compliance Act (FATCA) which is a United States of America (USA) Tax Law.
- 37.2 In compliance with FATCA, the Bank may be required to disclose and/or share details of your account opening information or other account data with its affiliates and/or other regulatory entities outside the Old Mutual Limited (OML) Group as mandated by FATCA, including the USA tax authorities. You hereby consent to the receipt, sharing, provision and exchange of personal data within the Bank and its affiliates and/or such regulatory authorities.
- 37.3 Please note however that the Bank is not a tax advisor and does not provide any professional tax advice relating to FATCA or any other tax legislation. You are encouraged to procure independent professional advice on FATCA and all other tax related matters.

38. Anti- Facilitation of Tax Evasion

- 38.1 In connection with your account, you shall not engage in activity, practice or conduct which would constitute facilitation of tax evasion as recognized by Laws of Kenya and recognized international principles.
- 38.2 You have implemented well established processes and procedures and monitoring systems to monitor any unusual activities that may relate to tax evasion.

38.3 Should we have reasonable grounds to suspect that you have assisted or attempted the facilitation of the evasion of tax, we may:

- 38.3.1 Request additional information prior to processing transactions
- 38.3.2 Not process a transaction where it is suspected it is in relation to an incidence of tax evasion, or relates to facilitation of tax evasion and the originator of the transaction cannot provide information to the contrary; and
- 38.3.3 Report the violation, or suspected violation to an authorized body and subsequently act according to the guidance of such authorized body or related body.
- 38.4 You explicitly indemnify us against any actions, proceedings, claims and/or demands that may be brought against us or our affiliates, as well against losses, damages, costs and expenses which we may incur or sustain in connection with the seizure, blocking or withholding of any funds by an authorized or related body.

39. Amendment of General Terms & Conditions Governing Accounts

The Bank reserves the right to modify vary or amend these General Terms and Conditions and/or the Tariffs at any time. The Customer will be notified of any such changes by circular or letter and/or other appropriate means including notice displayed at the principal place of business of the Bank. Any addition to or alteration of these General Terms and Conditions or any variation to the Tariffs made from time to time by the Bank of which notice has been given to the Customer in the manner aforesaid shall be binding upon the Customer as if the same were set out and contained in these General Terms and Conditions.

40. Force Majeure

The Bank shall not be liable to the Customer or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform, any of its obligations under these General Terms and Conditions if the delay or failure was due to any cause beyond the Bank's control. Without prejudice to the generality of the foregoing, the following shall be regarded but not limited to, as causes beyond the Bank's control: acts of God, national emergency, war, prohibitive governmental action, riots, strikes, civil disturbance, storm, fire, flood, earthquake, terrorist activities and bomb explosions.

41. Applicable Law and Jurisdiction

- a. These General Terms and Conditions and any agreement incorporating them shall be construed and governed in all respects by and in accordance with the laws of Kenya and the Customer irrevocably submits to the non- exclusive jurisdiction of the Kenyan courts.
- b. Notwithstanding what is stated herein above, the Bank may bring any action against the Customer or in relation to the Customer's account(s) before the courts of any other jurisdiction as it deems fit and nothing shall preclude the Bank from taking any such action or proceedings against the Customer in one or more jurisdictions either concurrently or not.

42. Privacy Statement of Faulu Microfinance Bank Limited

Faulu endeavors to treat all your personal information carefully and responsibly. This Privacy Statement relates to the collection, use and disclosure of personal data, including special or sensitive personal data, by Faulu Microfinance Bank Limited (hereinafter "Faulu").

- 42.1. The Personal Data we may hold includes any information that lets Faulu identify you as a unique individual and any information that uniquely identifies a legal entity.
- 42.2. Processing of personal data includes any initial processing that Faulu does when we collect your personal information.
- 42.3. We generally do not collect your personal data unless you provide it voluntarily or through your authorized representative. We may however collect and process your data without your consent where permitted under the Data Protection Act, 2019 or other laws.

Your Rights

- 42.4. In line with the Data Protection Act 2019 and other applicable law, regulation, industry guidelines, you have the following rights regarding your personal data:
 - 42.4.1 **Access** - to request a copy of the personal data processed in relation to you by filling in a request form at your Branch. Faulu may be allowed by law to charge a fee for this.
 - 42.4.2 **Correction** - to request that we correct your personal data.
 - 42.4.3 **Erasure** - to ask us to delete your personal data, for example if we no longer have a valid reason to process it.
 - 42.4.4 **Object** - to object to the processing of your personal data.
 - 42.4.5 **Restriction** - at your request, restrict how your personal data is processed in certain cases.
 - 42.4.6 **Portability** - to request a copy of the personal data you have given to us in a machine-readable format.

Processing Your Personal Data

- 42.5. Faulu will only collect and process your personal information for the reason you provided it to us with your consent, or to enable us to comply with the requirements of specific laws that we are governed by either directly from you or third-party sources.
- 42.6. Faulu shall require that a mandatory field for personal data be accurately filled in for Faulu to provide you with your chosen product and/or service.
- 42.7. Faulu may process your personal information to protect your or our legitimate interests.
- 42.8. Faulu may have legal or regulatory obligation to process your Personal Data in connection with the products and services you have requested.
- 42.9. Faulu may also process your Personal Data where it is in our legitimate interests to seek professional advice.

42.10. Consent - The consent that you provide for the processing of your data shall remain valid until such time it is being withdrawn by you in writing and having the same delivered to your nearest Faulu branch or via email to our Customer Experience Desk through the contact details provided below

42.11. Retention Of Your Personal Data - We retain your personal data in line with our legal and regulatory obligations and for business and operational purposes.

42.12. Protection Of Personal Data - To safeguard your personal data from unauthorized access, collection, use, disclosure, copying, modification, disposal or similar risks, we have introduced appropriate administrative, physical and technical measures to secure all storage and transmission of personal data by us, and disclosing personal data both internally and to our authorized third party service providers and agents only on a need-to-know basis.

42.13. Automated Decisions And Profiling - As a rule, we do not make decisions based solely on automated processing to establish and implement the business relationship. We may use profiling, including behavioural analysis, to assist us to provide you with better services, to make decisions and to prevent money laundering, terrorism, fraud and other financial crime.

42.14. Disclosure Of Personal Data - When using your data for the Purposes disclosed in this privacy statement, we may need to disclose it to Faulu affiliate companies and to our agents, advisors and third-party service providers ("Other Parties"). We will require the Other Parties to handle your information using the same level of care that we apply and according to our instructions and directions. We will not otherwise disclose your information to third parties unless we have your permission, or we are under a legal or similar obligation.

42.15. Other Terms And Conditions - Other specific terms and conditions in our banking and product agreements that govern the collection, use and disclosure of your personal data must be read in conjunction with this Privacy Statement.

42.16. Contact Details - You may contact our Customer Service Department if you have any enquiries or feedback or complaints in relation to the processing of your personal data or if you wish to make any request, in the contact details below:

Faulu Microfinance Bank Limited
Head office: Ngong Lane, off Ngong Road Nairobi
P.O. Box 60240-00200 Nairobi
Tel : +254 711 074 000 or +254 711 074 074
Email address: info@faulukenya.com
Website: www.faulukenya.com

42.17. Changes to this Privacy Statement - This Privacy statement may be updated from time to time and you are advised to visit our website-www.faulukenya.com regularly to check for any amendments. This privacy statement was last updated on 1st July 2020.

APPENDIX B

Our tariff guide and Key Facts Document are available on <https://www.faulukenya.com>

DATA PROCESSING CONSENT FORM

I _____ hereby agree and give consent as follows:

- i. That Faulu Microfinance Bank Limited ("Faulu") may collect, use, disclose and process my personal information set out in my application form, account opening documents and/or otherwise provided by me or my authorized representatives or possessed by Faulu, for one or more of the purposes as stated in Faulu's Data Privacy Statement.
- ii. My personal data may/will be disclosed by Faulu to its third party service providers or agents (including but not limited to its auditors, lawyers/law firms, debt collectors), which may be sited outside of Kenya, for one or more of the purposes, as such third party service providers or agents, if engaged by Faulu, would be processing my personal data for Faulu for one or more of the purposes set out in the Data Privacy Statement.
- iii. I am aware that I may withdraw my consent at any time by using the Bank's Consent Withdrawal Form available in the Bank's branches.
- iv. By signing below, I represent and warrant that I am the user and/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 Faulu, and that I have read and understood all of the above provisions, including the Data Privacy Statement availed at (www.faulukenya.com/privacystatement).
- v. I am aware I can find a full description of what personal data the Bank collects and the purpose for collection and processing on the Bank's website (www.faulukenya.com/privacystatement).
- 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 Faulu MFB and that I/We consent to processing the child's/dependent's personal data in accordance with the Privacy Statement.

Child's Name: _____ Parent/ Legal Guardian's Name: _____

Signature: _____ Date: _____

- vii. I/We authorize Faulu MFB to process my/our sensitive personal data both within and outside Kenya, in accordance with our Privacy Statement.
- viii. I/We authorize Faulu MFB to obtain and process my/our personal data from third parties including my/our health information in accordance with the Privacy Statement.
- ix. I/we authorize Faulu MFB to process my/our personal data for analytics/market research or for marketing/advertising or for similar commercial purposes in accordance with the Privacy Statement.

Signed by data subject:

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

Office use only: Request actioned:

Acceptance of Terms and Conditions governing accounts (For Business & Other Non-Individual Entities)

I/We have read and fully understood the terms and conditions set out above governing the use of your account and services to be provided together with your account offered by FAULU MICROFINANCE BANK Limited and I/We hereby accept them and will abide by them.

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

CAPTURE LEFT HAND THUMB PRINT

INDEMNITY LETTER

Faulu Microfinance Bank Ltd
P.O. BOX 60240 - 00200
Nairobi, Kenya

Dear Sir,

RE: INSTRUCTIONS SENT BY FACSIMILE TRANSMISSION / E-MAIL / TELEPHONE

I/We _____ of P.O. Box _____ hereby request Faulu Microfinance Bank Limited (hereinafter "Faulu") to act on instructions from time to time transmitted by means of electronic mail (meaning the sending of transmissions electronically between computers via the telephone networks) and/or means of facsimile transmissions (meaning the sending of transmissions between facsimile machines via the telephone networks) in relation to the accounts hereinafter indicated, facilities and other arrangement with FAULU and any accounts, facilities and other arrangements with FAULU and any accounts, facilities which I/we may now or in the future have with FAULU (instructions sent by such transmissions being hereinafter referred to as "E-mail/ Facsimile instructions") or the terms and conditions stated below:-

1) That FAULU may act on any E-mail/Facsimile instructions given by me/us from time to time from the following details:

Email Address: _____ Facsimile Number: _____ in relation to Account Number _____ domiciled at _____ Branch, which instructions shall be made per the signing mandate in the existing records at Faulu and I/We voluntarily and with full knowledge take and assume any and all risks associated therewith;

2) That I/We irrevocably authorize FAULU to act on the E-mail/Facsimile instructions without any further reference to or further authority from me/us and without enquiry into the justification therefore or validity thereof and agree that Faulu may assume the authenticity thereof and that any payment which Faulu shall make or instructions which Faulu may comply in accordance or purporting to be in accordance with such E-mail/Facsimile instructions shall be binding upon me/us and shall be accepted by me as conclusive evidence that Faulu was liable to make such payment or comply with such e-mail/Facsimile instructions.

3) That in acting on E-mail/Facsimile instructions, FAULU shall be deemed to have acted properly and to have fully performed all the obligations owed to me/us, notwithstanding that such E-mail/Facsimile instructions may have been initiated, sent or otherwise communicated in error or fraudulently, and I/We shall be bound by any E-mail/Facsimile instructions on which FAULU may act if FAULU has in good faith acted in the belief that such E-mail/Facsimile instructions were given by me/us;

4) That FAULU may, in its absolute discretion, decline to act on or in accordance with the whole or any part of an E-mail/ Facsimile instruction including but not limited to instructions issued given from an E-mail address or Facsimile address different from those provided in clause 1 above, pending further enquiry or further written confirmation by me/us. However I/ We expressly agree that Faulu shall not be under any responsibility whatsoever to make any such deferral or decline in any case and further recognize Faulu's sole discretion in deciding whether in any particular Instance Faulu shall exercise any such right of deferral.

5) That I/We and where applicable, jointly and severally, shall indemnify and keep FAULU indemnified against all claims, losses damages, (including consequential loss or damage) where the proximate cause of such loss or damage is attributable to my/our own negligence, recklessness, indifference, unreasonable delay or any other cause howsoever arising and defend Faulu and pay final judgment awarded against Faulu, or in any way related to FAULU having acted in accordance with the whole or any part of any E-mail/ Facsimile instructions exercised (or deferred) per the discretion conferred upon FAULU in Clause 4 above.

6) That I/We hereby agree to adhere to the procedures and/ or restrictions of Faulu with regard to issuance of E-mail/Facsimile instructions and that this authority and indemnity shall be governed by the laws of Kenya and I/We submit to the jurisdiction of the Kenyan Courts and Faulu's policies and procedures.

Any amendments or revocation of this authority and indemnity shall take effect two business days after Faulu's receipt of written notice thereof. Such amendment and/or termination shall not release me/us from the terms of this authority and indemnity in respect of any action taken by Faulu in accordance with the discretions contained in any Instruction on the terms of this indemnity prior to such termination.

Dated this ____ day of ____ 20 ____

Yours Faithfully,

Name*

Signature*

Name*

Signature*

Name*

Signature*

Faulu 

A MEMBER OF THE  OLDMUTUAL GROUP

  faulkenya

 +254 711 074 000

www.faulkenya.com

Regulated by the Central Bank of Kenya