

GUARANTEE APPLICATION FORM

To: _____

Faulu MFB Branch: _____ Date: _____

Principal	Customer Name:	
	Account Number:	
	Postal Address:	Code:
	Town/City:	Email Address:
Applicant <small>(May be similar or different from the principal)</small>	Name:	
	Postal Address:	Code: Telephone:
	Town/City:	Country:
Beneficiary	Name:	
	Postal Address:	
	Town/City:	Country:
Amount of Guarantee	In Words:	In Figures:
Currency:		
Type of Bond/Guarantee <small>(Tick one)</small>	Tender/Bid <input type="checkbox"/> Performance <input type="checkbox"/> Advance Payment <input type="checkbox"/> Customs <input type="checkbox"/>	
	Other (Specify)	
Contract/Tender Details	Order/Contract Reference:	
	Order/Contract Date:	
Brief Description of Goods/Services/Purpose:		
Validity	From:	To:
Guarantee Format <small>Method of Delivery</small>	Bank Standard Format:	Other (Attach)
	Swift:	Swift Code:
	Beneficiary (Physical Address)	Agent (Name, ID Number and Telephone Contact)
Collateral Details		
Account to Debit	Facility in Place:	Cash Margin:

APPLICANTS DECLARATION

- I/We hereby irrevocably authorize Faulu MFB Bank ("the Bank") to bind itself on behalf of or on my/our behalf in favor of the Beneficiary (whose details are provided above) under and in terms of a Bond/Guarantee substantially in the form of the document attached hereto described in the annexure hereto, as the case may be.
- The Bank may debit my/our account indicated above with all the fees, charges and commission payable in respect of the bond/guarantee, at the Bank's ruling rates from time to time. I/we agree that in the event that the account nominated by me/us changes, the Bank may, without reference to me/us, debit any other account in my/our name.
- I/We acknowledge that any instruction to cancel or amend the Terms and Conditions of the Guarantee must first be agreed to in writing by the named Beneficiary.
- I/We further authorize and instruct the Bank, without any confirmation from me/us to pay or settle any claim made against the Bank in terms of the Bond/Guarantee, and I/We that the Bank shall not be required to confirm the validity of any claim.
- I/We certify that the information contained in this application is true and correct to the best of my/our knowledge and belief and will form the basis of the Bond/Guarantee that the Bank may at its discretion decide to issue to me/us.
- I/We shall indemnify the Bank as per the INDEMNITY Terms and Conditions stated at the back of this application form.

TO BE FILLED ONLY FOR CASH COVERED FACILITIES

- I/We acknowledge having read and understood the contents of the Cash Covered Trade Services Terms & Conditions and confirm that the Cash Covered Trade Services Terms & Conditions together with this Application Form constitutes the Agreement between the Bank and the Customer.
- I/We expressly authorize the Bank to debit my/our account number _____ with the sum of _____ being cash collateral/cash margin for the guaranteed bond. This amount will be held by the Bank as security for the Guarantee/Bond and shall be utilized to honor the guarantee/bond when it is called up. The funds shall be credited back to your account net of any changes or expenses in the event of cancelation or expiry of the Guarantee/Bond.

FORM OF INDEMNITY TO BANK WHERE INDEMNITY/GUARANTEE/BOND GIVEN BY BANK TO THIRD PARTY To: FAULU MFB BANK LIMITED

Guarantee/Bond No: _____ Amount: _____ Date: _____

1. In consideration of Faulu MFB Bank (the Bank") giving or continuing to give a(n) indemnity/Guarantee/Bond in terms of the copy appended or attached hereto (which I/We have verified and signed) and extending and/or amending it from time to time at my/our request, I/We jointly severally for myself/ourselves and my/our legal personal representatives and/or successors (and assigns hereby:
 - a. agree to keep you indemnified against all actions proceeding liability claims losses damages costs and expenses in relation to or arising out of the said indemnity/Guarantee/Bond as extended from time to time at my/our request and to pay you on demand all payments losses costs interest payable there under and expenses suffered or incurred by you inconsequence thereof or arising thereout; and
 - b. Irrevocably authorize you to debit my/our account with all such payments losses costs interest and expenses or to set off without prior reference to me/us any amounts so paid by you against any sums of monies which you may at such time owe me/us
 - c. or to set off without prior reference to me/us any amounts so paid by you against any sums of monies which you may at such time owe me/us

- d. Irrevocably authorize you to make any payments and comply with any demands which may be claimed from or made upon you under the said Indemnity/Guarantee/Bond without any reference to or further authority from me/us and agree that it shall not be incumbent upon you to enquire whether or not any such payments or demands claimed from or made upon you under the said indemnity/Guarantee/Bond are in fact due or whether or not any dispute exists between myself/ourselves and the beneficiary(ies) of the said indemnity/ Guarantee/Bond and further agree that any payments which you shall make in accordance or purporting to be in accordance with the said Indemnity/Guarantee/Bond shall be binding on me/us and shall be accepted by me/us as conclusive evidence that you were liable to make such payments or comply with such demand and further that you may at any time determine the said indemnity/Guarantee/Bond.
- e. Irrevocably authorize the Bank to debit my/our account with amount _____ and to hold this amount as margin against the Bank's liability under the said Indemnity/Guarantee/Bond until such time as the same may be discharged.
- f. and/or agree and undertake to deposit with the Bank upon request made by the Bank at any time until the said Indemnity/ Guarantee/Bond shall have been released such or other securities as may be acceptable to the Bank in full or part cover of your liability under the said Indemnity/ Guarantee/Bond.
- g. Where there is more than 1 applicant, the liability of all co-applicants in this Application shall be joint and several.
- h. I/We hereby further agree that:
 - i. This form of Bond/Guarantee cannot be cancelled or revoked by me/us and applies to any extension of time or renewal or any other variation of the Bond/Guarantee whether or not agreed by me/us.
 - ii. My/our liability under the Bond/Guarantee shall not be deemed to have lapsed on the expiry of the Bond/Guarantee issued by the Bank and I/We shall continue to be liable to the bank until duly discharged by the Bank.

2. This Bond/Guarantee shall be construed in accordance with the laws of the Republic of Kenya.

Name of authorized signatory: _____

Signature: _____ Date: _____

Name of authorized signatory: _____

Signature: _____ Date: _____

Name of authorized signatory: _____

Signature: _____ Date: _____

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").

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.
2. Processing of personal data includes any initial processing that Faulu does when we collect your personal information.
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

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:
 - 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.
 - 4.2 **Correction** - To request that we correct your personal data.
 - 4.3 **Erasure** - To ask us to delete your personal data, for example if we no longer have a valid reason to process it.
 - 4.4 **Object** - To object to the processing your of your personal data.
 - 4.5 **Restriction** - At your request, restrict how your personal data is processed in certain cases.
 - 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

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.
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.
7. Faulu may process your personal information to protect your or our legitimate interests.
8. Faulu may have legal or regulatory obligation to process your Personal Data in connection with the products and services you have requested.
9. Faulu may also process your Personal Data where it is in our legitimate interests to seek professional advice.

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

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.

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.

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.

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.

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.

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: CustomerService@faulukukenya.com.

17. Changes to this Privacy Statement - This Privacy Policy may be updated from time to time and you are advised to visit this site regularly to check for any amendments. This policy was last updated on 1 July 2020.

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).
- 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: _____