

Business Banking Account Opening Form
Company, NGO, Society, Association,
Partnership and Sole Proprietorship

www.cbagroup.com



AIDE MEMOIRE CHECKLIST

(Documents Required)

Company

- Certified copy of Certificate of Incorporation
- Certified copy of Company Memorandum and Articles for Companies incorporated before the year 2015
- For companies incorporated in 2015 and after Certified copy of Company registration (form CR1) or Registration Form
- Certified copy of the Model Memorandum for the company depending on the type of company
- Certified Model memorandum for a company limited by shares (Form CR2)
- Certified Model memorandum for a company limited by guarantee (Form CR3)
- Certified Model memorandum for a company whose liability is unlimited (Form CR 4)
- If the company has opted to have its own articles or additional articles to supplement or modify the model articles then the certified articles of association should be provided.
(Confirm adoption of the articles from the company registration form)
- Resolution of Board of Directors to open the account and the appointment of the authorized signatories
- Certified copy of the Notice of appointment of the local representative or representatives (Foreign companies)
- Power of Attorney for the authorized signatories (Foreign Companies)
- Confirmation of Company details by the Company Secretary or Director
- Certified copy of Company PIN Certificate
- Certified copy of Company VAT Certificate
- Certified copy of the Appointment of directors and their particulars (Certified form CR6 for new companies)
- Certified copies of ID & / or Passport and PIN for Directors and or Signatories. At a minimum one director should be a natural person
- Certified Copy of Utility Bill/Tenancy agreement for the Company. The residential address can also be supported by CR8 (Notice of Residential Address)
- Certified Copy of Utility Bill/Tenancy agreement for Directors and or Signatories
- (2) Passport size photographs of Directors and or Signatories
- Audited financial statements (last full year at minimum although, last three years preferred)

Clubs/Societies/Public Benefit Organizations/Diplomatic Missions

- Certified copy of Constitution/Rules/By-laws
- Certified copy of Certificate of Registration or Exemption Certificate
- Certified copy of Board Resolution
- List of Registered Officials
- Certified copies of ID or Passport and PIN of Officials and or Authorized Signatories
- (2) Passport size photographs of Officials and or Signatories
- Certified Copy of Utility Bill/Tenancy agreement for the organization and for each signatory
- KRA PIN for the organization

Sole Proprietorship

- Certified copy of Business Registration Certificate
- Certified copy of ID or Passport of the registered proprietor
- (2) Passport size photographs of the registered proprietor
- Certified Copy of Utility Bill/Tenancy agreement
- Certified Copy of PIN Certificate of the registered proprietor
- Un-audited financial statements for the last full year. An exemption may be considered for a new sole proprietorship business in the production of un-audited accounts if there exists practical difficulties in obtaining financial statements from it.

Unlimited Partnership/Limited Liability Partnerships

- Certified copy of Business Registration Certificate
- Partnership Mandate or Deed
- Certified copies of ID or Passport of the Partners/Signatories
- (2) Passport size photographs for the Partners/Signatories
- Certified Copy of Utility Bill/Tenancy agreement in the Business Name
- Certified Copy of Utility Bill/Tenancy agreement for each Signatories/Partners
- Certified Copy of PIN Certificate
- Un-audited financial statements for the last full year

FOR BANK USE ONLY

Customer number _____ A/C number _____ A/C officer _____

A/C opened by _____ Date _____ Signature _____

Authorized by _____ Date _____ Signature _____

Sector _____ Industry _____ Legal Entity _____

BUSINESS BANKING ACCOUNT OPENING APPLICATION FORM

Please complete all details in CAPITAL letters.

I/We wish to open the following account(s) and undertake to comply, observe and be bound by the enclosed General Terms and Conditions.

(To expedite processing, please enclose the requisite documents indicated in the aide memoire checklist.)

ACCOUNT TITLE _____

Indicate type of account required:

Account type Current Call deposit Fixed deposit Other (specify) _____

Currency KES USD GBP EURO Other (specify) _____

Foreign Currency Accounts: Please state the nature and source of the Foreign Currency _____

Domicile Branch _____

ENTITY DETAILS

Company type Limited Company Sole Proprietorship NGO Other (specify) _____

Registered Name _____

Trading Name _____ Trading Status _____

Nature/ Description of Business _____ No. Shares _____

Business Registration Number _____ Date of Registration/ Incorporation _____

Country of Registration _____ PIN _____ VAT Number _____

Postal Address _____ Postal Code _____ Town/ City _____

Country _____ Physical Address _____ Plot Number _____

Tel. No: _____ Mobile. No: _____ Fax. No: _____

Email _____ Website _____

Associate Company (ies) _____

STAKEHOLDER INFORMATION

Number of Directors/partners _____ Number of Shareholders _____

(NOTE: IT IS MANDATORY THAT SHAREHOLDER/ DIRECTORS/ PARTNERS DULY COMPLETE THE STAKEHOLDERS INFORMATION FORM)

Name in Full: *First Name* _____ *Middle Name* _____ *Surname* _____

1. _____

2. _____

3. _____

4. _____

TO BE COMPLETED BY SHAREHOLDER/DIRECTOR/PARTNER

Stake Holder Type: Shareholder Partner Sole proprietor Director Other _____

Title: Mr. Mrs. Ms. Other _____

Name: _____
First (Name) _____ *Middle (Name)* _____ *Last (Name)* _____

No. of Shares. _____ Percentage of Shares _____

Date of birth _____ ID/Passport No. _____ PIN No. _____ Nationality _____
(DD/MM/YYYY)

Marital Status Single Married Other _____ Gender Male Female

Postal Address _____ Postal Code _____ Town/ City _____ Country _____

Physical (Residential) Address _____ Plot No. _____

Tel Off. _____ Tel Home _____

Mobile No. _____ Email _____

Account Signatory (Please Check box below)

Yes No Signature _____

Please affix photo here

TO BE COMPLETED BY SHAREHOLDER/DIRECTOR/PARTNER

Stake Holder Type: Shareholder Partner Sole proprietor Director Other _____

Title: Mr. Mrs. Ms. Other _____

Name: _____
First (Name) Middle (Name) Last (Name)

No. of Shares. _____ Percentage of Shares _____

Date of birth _____ ID/Passport No. _____ PIN No. _____ Nationality _____
(DD/MM/YYYY)

Marital Status Single Married Other _____ Gender Male Female

Postal Address _____ Postal Code _____ Town/ City _____ Country _____

Physical (Residential) Address _____ Plot No. _____

Tel Off. _____ Tel Home _____

Mobile No. _____ Email _____

Account Signatory (Please Check box below)
 Yes No Signature _____

Please affix photo here

TO BE COMPLETED BY SHAREHOLDER/DIRECTOR/PARTNER

Stake Holder Type: Shareholder Partner Sole proprietor Director Other _____

Title: Mr. Mrs. Ms. Other _____

Name: _____
First (Name) Middle (Name) Last (Name)

No. of Shares. _____ Percentage of Shares _____

Date of birth _____ ID/Passport No. _____ PIN No. _____ Nationality _____
(DD/MM/YYYY)

Marital Status Single Married Other _____ Gender Male Female

Postal Address _____ Postal Code _____ Town/ City _____ Country _____

Physical (Residential) Address _____ Plot No. _____

Tel Off. _____ Tel Home _____

Mobile No. _____ Email _____

Account Signatory (Please Check box below)
 Yes No Signature _____

Please affix photo here

TO BE COMPLETED BY SHAREHOLDER/DIRECTOR/PARTNER

Stake Holder Type: Shareholder Partner Sole proprietor Director Other _____

Title: Mr. Mrs. Ms. Other _____

Name: _____
First (Name) Middle (Name) Last (Name)

No. of Shares. _____ Percentage of Shares _____

Date of birth _____ ID/Passport No. _____ PIN No. _____ Nationality _____
(DD/MM/YYYY)

Marital Status Single Married Other _____ Gender Male Female

Postal Address _____ Postal Code _____ Town/ City _____ Country _____

Physical (Residential) Address _____ Plot No. _____

Tel Off. _____ Tel Home _____

Mobile No. _____ Email _____

Account Signatory (Please Check box below)
 Yes No Signature _____

Please affix photo here

SPECIMEN SIGNATURE FORM (MANDATE FILE) AND CONTACT DETAILS

Please affix photo here	Name: _____ Designation: _____ I/D or Passport No: _____ Mobile No: _____ Email: _____ Signature: _____	Please affix photo here	Name: _____ Designation: _____ I/D or Passport No: _____ Mobile No: _____ Email: _____ Signature: _____
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Please affix photo here	Name: _____ Designation: _____ I/D or Passport No: _____ Mobile No: _____ Email: _____ Signature: _____	Please affix photo here	Name: _____ Designation: _____ I/D or Passport No: _____ Mobile No: _____ Email: _____ Signature: _____
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MANDATE: AS PER THE BOARD RESOLUTION

Operating mandate Solely Either/or All to sign Other (specify below)

Special signing instructions _____

ADDITIONAL INFORMATION

Auditors or Accountants _____ Address _____

Company Secretary or Lawyer _____ Address _____

(NOTE: PLEASE FORWARD A NEW FORM 203A WHENEVER THERE IS A CHANGE OF DIRECTORS)

Other accounts held currently (with CBA or other banks)

Bank Name _____ Branch _____ A/C No _____

Bank Name _____ Branch _____ A/C No _____

Are the current Directors/Partners/Shareholders holding similar positions in other companies maintaining accounts at Commercial Bank of Africa Limited

Yes No If yes, please state the company(ies) Name and Account No. _____

REFEREE DETAILS

Record detailing two business (es) / trading associates / CBA Account holders the bank may contact to obtain trade references

Name of firm/Company	Name of Contact Person	Telephone Number	Email

CHEQUE BOOKS, SMS ALERTS, SWIFT ADVISES AND STATEMENT DETAILS

Please tick as appropriate:

Cheque Book 1 Book 2 Books Other (specify No.) _____

(Note: Cheque book to be collected from the domicile branch. Any other arrangements to be requested after four working days.)

Statement Cycle Daily Weekly Monthly Quarterly No Statement

Statement Delivery E-Statement and Swift Advices preferred email address _____

Additional Email address _____

E-CHANNELS

- 1. Mobile Banking Yes NO (if yes complete page 5)
- 2. Lipa na Mpesa Yes NO (if Yes complete page 6)
- 3. Pesalink Linkage Yes NO (if yes complete page 6)
- 4. Internet Banking Yes NO (If Yes complete page 7 & 11)
- 5. Business Credit Card Yes NO

MOBILE BANKING APPLICATION (Applicable for: Sole Signatory, Either/Any to sign mandates)

Date _____

Customer Profile

Account Name _____

Account Number _____

Postal Address _____ Code _____ City _____

Signatory 1

Name _____ Signature _____

ID Number _____

Mobile No (i) _____ (ii) _____

Email address (i) _____ (ii) _____

Phone Make _____ e.g Nokia, Android, Blackberry

LIPA NA MPESA APPLICATION

Lipa na Mpesa Paybill Buy Goods

Account number to be linked to _____

The primary Finance/Accounts Contact details to receive electronic SMS & Email notifications shall be:

Name	Mobile Phone Number	Email address

Also take this as your authority to give the users mentioned below access to the M-Pesa website for purposes of transactions viewing and Lipa na M-Pesa statements download. Access credentials should be sent to the email addresses indicated.

Name of User	Email address
1 _____	_____
2 _____	_____
3 _____	_____
4 _____	_____

Authorized Signatory

Authorized Signatory

PESALINK LINKAGE

Please effect on my behalf: Link my account number to my phone number

Customer Details

Account Number:

Account Name: _____

ID number: _____ Mobile Number: _____

Do you want to make this your primary account? Yes No

I hereby allow my account above to be linked to my mobile number for purposes of transacting on PesaLink. I have read and agree to the terms and conditions stated at the back of this form.

Customer Name: _____ Signature: _____

INTERNET BANKING APPLICATION

USER ENTITLEMENT FORM

I/We, the duly authorised signatories of _____ (Name of Company) hereby note the following:

- 1: I/We would like to enrol for CBA Internet Banking.*
- 2: I/We hereby authorise Commercial Bank of Africa to add/amend the following Nominated Users as indicated below. * (* Please delete as appropriate)

List the various companies that you would like to access and the related different currency accounts types per Corporate profile in the following tables(A,B,C)

TABLE A - LIST OF ACCOUNT NUMBERS COMPANY 1

Account Numbers	Primary Account	Currency
	YES NO	
A		
B		
C		
D		

TABLE B - LIST OF ACCOUNT NUMBERS COMPANY 2

Account Numbers	Primary Account	Currency
	YES NO	
A		
B		
C		
D		

TABLE C- LIST OF ACCOUNT NUMBERS COMPANY 3

Account Numbers	Primary Account	Currency
	YES NO	
A		
B		
C		
D		

AUTHORIZATION TYPE/SEQUENCE

- Sequential Non-Sequential
 Zero Authorization

TABLE D- USER PROFILE

Roles	
A	INITIATOR (with view rights)
B	INITIATOR (without view rights)
C	AUTHORISER (signatory only)
D	VIEWER

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- **Sequential Administration type** - A defined sequential order will be followed by authorizers during approval of an initiated transaction.
- **Non-Sequential Administration type** - There is no defined sequential order to be followed by authorizers during approval of an initiated transaction.
- **Zero Authorization type** - Initiated transactions will be automatically authorized (The initiator is also the authorizer e.g. Sole Proprietor).
- **Primary Account** - This is the main account used for user setups.

Bulk Transaction type	Processing Mode	Register (Tick)	Authorization Mode	Client's Preferred Template Name
EFT/Mobile	SDSC		File level authorization	
			Record level authorization	
RTGS	SDSC		File level authorization	
			Record level authorization	
International	SDSC		File level authorization	
			Record level authorization	
Over The Counter	SDSC		File level authorization	
			Record level authorization	
Pesalink	SDSC		File level authorization	
			Record level authorization	
Internal Transfer	SDSC		File level authorization	
			Record level authorization	
Bankers Cheque	SDSC		File level authorization	
			Record level authorization	
Direct Debit	SDMC		File level authorization	
			Record level authorization	
Beneficiary Upload	KBA Originator Code			
	Yes <input type="checkbox"/> No <input type="checkbox"/>			

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- **Single Debit Single Credit (SDSC)** – Single Debit from one account with Single Credit to Multiple Accounts
- **Multiple Debit Multiple Credit (MDMC)** – Multiple Debits from various accounts with Multiple Credits to Multiple Accounts
- **Single Debit Multiple Credit (SDMC)** – Single Debits from one account with Multiple Credits to Multiple Accounts
- **Client's Preferred Template Name** – Desired on screen name displayed during bulk file upload e.g. salary, supplier payments, casuals e.t.c. The preferred name should be limited to 50 characters only.
- **File level authorization** – This enables authorizers to approve a bulk file as a single transaction.
- **Record level authorization** – This enables authorizers to approve each transaction on a bulk file at a time (one-by-one)

USERS LIST

	Full Name of Nominated User	User profile TABLE D	Account Mapping (Table A)	Account Mapping (Table B)	Account Mapping (Table C)	Mobile Number	E-mail address (Provide work email address)	New User/ Amendment	Maximum Transaction Limit	Token Serial Number (To be completed by CBA)
1										
2										
3										
4										
5										
6										
7										

	Full Name of Nominated User	Authorizer Sequence Number (Applicable for Sequential Authorization)	User Date of Birth	User Mobile Number	E-mail Address (Provide Work E-mail Address)	Maximum Transaction Limit		User's Country of Operations
						Minimum Limit	Maximum Limit	
1								
2								
3								
4								
5								
6								
7								

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- **User Profile Table D:** Please refer to Table D above and assign the employee with the related role by indicating the selected alphabet letter in this column.
- **Account mapping:** Indicate which account per corporate you would like to assign the employee by listing the selected alphabet letter assigned to the account in this column

SIGNED AS PER BANK MANDATE

Company 1	Company 2	Company 3
Authorised Signature _____ Date _____	Authorised Signature _____ Date _____	Authorised Signature _____ Date _____
Authorised Signature _____ Date _____	Authorised Signature _____ Date _____	Authorised Signature _____ Date _____
Authorised Signature _____ Date _____	Authorised Signature _____ Date _____	Authorised Signature _____ Date _____

SIGNED AS PER BANK MANDATE

Relationship manager email _____ DAO code _____

FOR BANK USE ONLY

	Name	Date	Signature
1	Name	Date	Signature
2	Name	Date	Signature
3	Name	Date	Signature
4	Name	Date	Signature
5	Name	Date	Signature
6	Name	Date	Signature

ANY OTHER SPECIAL INSTRUCTIONS

Contact person: _____ (This is the person whom we will contact for enquiries pertaining your Internet Banking).

Specify Company Email Address _____ (to be used for contacting the company for enquiries pertaining Internet)

Specify the Corporate phone number _____ (to be used for contacting the company for enquiries pertaining Internet Banking)

IMPORTANT NOTES

CBA will take approximately five Banking Days from the date of receipt of this application to mail the USER ID's to the email address indicated above. Please call us on: +254202888448 if you do not receive the User ID's after five Banking days.

GENERAL

i) Resolution

At a meeting of the Directors/Members/Trustees/Committee or Partners of (*account holders*) _____

held at (place) _____ on (date) _____ it was resolved that the company/Trust/Body Corporate/Partnership/Informal Body opens a current account/Business transaction account and/or (*Specify*) _____ with Commercial Bank of Africa Limited.

The persons specified in Section 4 of this document by means of 'Y' or Yes annotation under column "Signatory on the account" are hereby authorized in terms of this resolution to act as signatories of the aforesaid account in accordance with the signing arrangements on the signature form.

ii) Authorisation

The Bank is requested and authorised at its own discretion to allow the company / trust / partnership or informal body Banking facilities from time to time.

DECLARATION

1. We have read and been explained to (in a language that we comprehend and understand) and agree to be bound by the Business Banking Account opening AND Lipa na M-PESA General Terms and Conditions referred to herein and which form part of this application form that are available in all CBA branches or website www.cbagroup.com and I/we agree to be bound by them. We further acknowledge that we are bound by any variation that the Bank makes to these documents and confirm that we have obtained a copy of the Business Banking Account opening and Lipa na M-pesa General Terms and Conditions.
2. We confirm and warrant that all information (*including any documents*) we have given to the Bank in connection with this application is correct, complete and not misleading. If any of the information provided is incorrect or misleading we will be personally liable either jointly or severally for the same. We undertake to promptly notify the Bank if we become aware that any information we have given changes, is incorrect or misleading.
3. We agree that the Bank will send all correspondences in electronic form using email or any other electronic media. However, the Bank reserves the right to send paper correspondences to me at my last known address as per the Bank's records.
4. We represent and warrant that we have all the necessary power and authorisations to own assets, carry on business, enter into each of the banking agreements and any other arrangement with the Bank to ensure compliance with our obligations under this Agreement.
5. We authorise the Bank to disclose to, and verify any of the information we have given to the Bank or our credit standing from anyone the Bank may consider appropriate (*such as an authority or credit reference agency*).
6. We confirm that the personal information provided in this application form and that of our joint account holder (*if any*) or authorised person (*if any*) will apply to the account(s) we hold with the Bank unless we expressly tell you otherwise.
7. We consent to the Bank contacting me at the address, email address and phone numbers we have provided to them, to give you information on other products and services that the Bank, or its strategic partners, may offer.
8. We agree and acknowledge that if we are applying for a bundled product that the Bank may vary or terminate the package offers or change the terms of the package by giving us notice.
9. We also understand that should we wish to terminate one of the bundled products, we agree that the Bank may charge us an additional fee for the remaining product(s).
10. We agree that the Bank has the right to set off the amount held in lien against which a cash secured facility(ies) has been granted to us by the Bank, in the event of default. We authorise the Bank to purchase such foreign currency with the monies standing to the credit of our account(s) as may be necessary, to effect the set off and settle any outstanding on the loan facility where necessary to facilitate the offsetting of the facility in default. We agree that the lien will only be lifted upon full repayment of the facility(ies). We further agree that we shall lay no claim whatsoever to the funds under lien until such time the facility is repaid in full.

For _____
(Name of Entity)

Name	Signature	Capacity	Date

* Company Seal (where applicable)

THIRD PARTY OVER THE COUNTER DEED OF INDEMNITY

This deed of INDEMNITY is given to Commercial Bank of Africa Ltd., a corporate body carrying on banking business and of P.O. Box 30437, Nairobi in the Republic of Kenya (hereinafter called "the Bank" which expression shall where the context so admits include the Bank's successor and assigns)

by _____ P.O. Box (hereinafter called "the Applicant" which expression shall where the context so admits include the Applicant's successors and assigns and/or authorized personal representative(s) as applicable).

Whereas:

- a.) The Applicant from time to time uses the banks channels to request for an over the counter payment to its agent already introduced to the Bank using the standard bank procedure.
- b.) The Bank generally accepts to hand over cash to the Applicant's agent as introduced to the Bank by the Applicant.
- c.) At the specific and formal request of the Applicant, the Bank agrees to accept and act on a request from the Applicant to make an over the counter payment to a third party not known to the bank and whose details have been given to the bank by the Applicant at the time of request.
- d.) The Applicant knowingly undertakes, understands and acknowledge that by accepting and acting on instructions to pay a third party over the counter, the Bank assumes some degree of risk and the Applicant agrees to accept responsibility and liability and further agrees to fully and completely indemnify the Bank against all risks, damages, losses whether consequential or not in connection with payment of funds to a third party.

Now this deed of Indemnity witnesses

1. In consideration of the Bank agreeing to accept and act on the Applicant's request to pay a third party over its counter, the Applicant waives all claims against the Bank now or hereafter arising from or in connection with the Bank's actions or omissions pursuant to any of these requests and this Deed of indemnity and hereby agrees to indemnify and hold the Bank harmless and keep the Bank so indemnified against all demands, claims, liabilities, losses, costs and expenses, hereinafter referred to as "losses" whatsoever and without any limitation which the Bank may suffer or incur as a result of or in connection with the Bank accepting and/or acting on an instruction to pay a third party or purported to be made by or on behalf of the Applicant including, without limitation, any liability for any loss arising or resulting from the Bank's decision not to act upon or to delay in paying a third party arising or resulting from the Bank's uncertainty as to the authenticity, genuineness of any instruction to this effect.
2. The Applicant acknowledges and accepts that the bank shall be under no obligation whatsoever to verify and may assume the authenticity, genuineness, accuracy, completeness and due execution of any instruction signed as per mandate through any of the Bank's channels requesting for payment to a third party over its counter as long as the instruction bears all the requisite information or otherwise appearing to comply with the relevant mandate and the Bank will not be liable if it declines to accept or act on any instruction purportedly by or on behalf of the Applicant if the Bank in its sole discretion, considers that it would by so doing assume any unnecessary risk (provided that the Bank shall be entitled but not obligated to make enquiries or require further action by the Applicant to authenticate or verify the instruction).
3. The Applicant shall, upon the execution of this Deed of Indemnity and from time to time as it may be appropriate, submit to the Bank a communication setting forth the name(s) and bank roles of the Authorised Signatories of the Applicant who are to sign or authorise Applications to the Bank. Where the Applicant wishes to change its Authorised Signatories it shall do so by giving the Bank notice in writing provided that such change shall not affect the validity of the applications to pay a third party over the counter already received by the Bank prior to receipt of the notice or received during the reasonable period of time taken by the bank to implement the change.
4. The Applicant shall be required to adhere to all cash withdrawal regulations required by the banking regulator and sign any and all cash withdrawal documentation as may be required by the law.
5. The subsequent over the counter payment to Applicant's authorized agents will not in any way whatsoever prejudice the waiver and indemnity herein given to the bank or increase the Bank's obligations or liability whatsoever, provided that the Bank may at its sole discretion and without incurring any liability require that only authorized Agents collect the cash over its counter.
6. This Deed of Indemnity shall be governed in all respects by the Laws of the Republic of Kenya and shall remain in force until it is withdrawn or terminated in writing by the Applicant. Such withdrawal or termination shall not have any effect whatsoever on losses already suffered or incurred by the Bank (or any liability of the Applicant in relation to such losses) to which the indemnity applies.

Account Number(s) _____

Signed by the Applicant _____

Authorised signatory

(Incase of a Company there should be a resolution of the Board of Directors authorizing the giving of this Indemnity, and appointing the Authorised Signatory to sign it).

In the Presence of (Notary/Lawyer, Bank Officials):

Name _____

Address _____

DEED OF INDEMNITY

Authority and Indemnity for acting on instructions by Telex, Telephone, Facsimile, Telegraph, Cable, Email or Electronic means

This Deed of Indemnity is given to Commercial bank of Africa Limited, a corporate Body carrying on banking business in the Republic of Kenya and of P.O. Box 30437 -00100 Nairobi in the Republic of Kenya (hereinafter "the bank" which expression shall where the context admits include the banks successor and assigns) by _____ of P.O. Box _____ (hereinafter called "the Applicant" which expression shall where the context so admits include the Applicants personal representatives and assigns and/or Applicants successors and assigns)

To: Commercial Bank of Africa Limited

Notwithstanding the terms on any existing or future mandate or other agreement or course of dealing between you and me/us, I/we, the undersigned, hereby request and authorize you (but you are not obliged) to act on any instructions or communications for any purpose (including but not limited to the operation of all my/our accounts and in respect of credit and/or other facilities or banking arrangements with the Bank i.e. non-financial and financial instructions) which may from time to time be or purport to be given (in your specified format) by telephone, facsimile, untested telexes, telegraph, cable, email (any reference to an "email" in this Authority and Indemnity shall include any instruction addressed to the Bank which has been attached to an email), or any other electronic channel to be produced in the future or other form of electronic communication on behalf of the Customer without enquiry on the part of the Bank as to the authority or identity of the person giving or purporting to give such notice, instruction or other communication and regardless of the circumstances prevailing at the time of such notice, instruction or other communication (including those empowered to operate my/ our account(s) with you).

The Bank shall be entitled to treat such notice, instruction or other communication as fully authorised by and binding upon me/ us and the Bank shall be entitled (but not bound) to take such steps in connection with or in reliance upon such notice, instruction or other communication as the Bank may in good faith consider appropriate, whether or not such communication includes instructions to pay money or otherwise to debit or credit any account, or relates to the disposition of any securities, documents or property held by the Bank on my/our behalf, or purports to bind me/us to any agreement or other arrangement with the Bank or with any other person or to commit me/us to any other type of transaction or arrangement whatsoever, regardless of the nature of the transaction or arrangement or the amount of money involved and notwithstanding any error or misunderstanding or lack of clarity in the terms of such notice, instruction or other communication.

I/We understand, acknowledge and confirm my/our awareness of the numerous risks inherent and associated in conveying my/our instructions to you via the telephone, facsimile, email, untested telexes, telegraph, cable or any other electronic means or through any electronic channels to be produced in the future (including but not limited to damages incurred as a result of interception of any email, failure of any encryption of any attachment to an email, viruses within the machine/terminal used by the Customer or by the Bank, lack of clarity in the instructions and any risks associated with the Bank processing a forged/tampered instruction in good faith) and hereby confirm my/our acceptance of all risks and unconditionally agree that all risks shall be fully borne by me/us and the Bank will not be liable for any losses or damages arising as a consequence of you acting (without being obliged to) on any instructions by me/ us or purporting to be from me/us received by you via the telephone, facsimile, email, untested telexes, telegraph, cable or any other electronic means or through any electronic channels to be produced in the future, provided you have acted in good faith.

In consideration of the Bank agreeing to the act on the above instructions or communication, I/we agree, understand and undertake:-

- a) That the Bank is authorized (but not obliged) to record any telephone conversation between me/us and you, in writing or by tape or any other means as you may determine, and the Bank's record shall be conclusive and binding on me/us. The Bank may dispose of such written records and erase such tapes after the expiration of such period as you deem fit without recourse to me/us;
- b) That the Bank may (without being obliged to) require the above transaction or communication to contain an identification code or test specified to the Bank from time to time and I/we shall ensure the secrecy and security of such code or test and I/we shall be solely responsible for any improper use of such code or test;
- c) That the Bank may, if you deem necessary to do so at your absolute discretion, require from me/us confirmation of any of the above instructions or communications in such form as the Bank may specify before acting on the same;
- d) That the Bank may process facsimile instructions received from any number provided the instructions purport to be from the authorized signatory and appear to be genuine to the Bank in your reasonable judgment;
- e) That the Bank may, at your absolute discretion and without notice to me/us, refuse to act or delay in acting on any of the above instructions or communications in any circumstances as the Bank may deem appropriate, including without limitation, in the absence or delay of any code, test or confirmation specified by the Bank pursuant to paragraph (b) or (c) (in which event you shall have the absolute discretion to determine the disposal

of the relevant instruction or communication), without any responsibility or liability whatsoever on the part of the Bank for any such refusal or delay in acting as a result;

- f) That where any instruction or communication is given by facsimile followed by delivery of the original instruction or communication, the fact that the same has been given by facsimile and the date of the facsimile shall be unequivocally annotated on the original copy, which annotation shall be conclusive and binding on me/us. Notwithstanding the foregoing, the Bank will not be liable for any consequences due to the absence of such annotation in any case including (without limitation), in the case of payment instructions, any losses arising from any payment or funds transfer effected in duplicate by the Bank as a result;
- g) That the Bank will not be liable for any failure or delay in acting on any of the above instructions or communications by reason of any breakdown or failure of transmission or communication equipment or facilities for whatsoever reason, or breakdown of or delay or error in transmission or communication (including without limitation any misdirection of the above instruction or communication within the Bank) for any reason, or any cause beyond the control of the Bank;
- h) That provided that the Bank officer concerned believed the instruction to be genuine at the time it was given you may (but shall not be obliged to) act as aforesaid without inquiry as to the identity or authority of the person giving or purporting to give any instruction or the authenticity of any signature or telegraph or cable or telephone or untested telex or fax message or email message or any other form of electronic means and may treat the same as fully authorized and binding on me/us, regardless of the circumstances prevailing at the time of instruction or amount of the transaction and notwithstanding any error, alteration, distortion, misunderstanding, lack of clarity, fraud, forgery or lack of authority in relation, thereto, and without requiring further confirmation or authentication or separate independent verification in any form;
- i) To accept complete responsibility, keep the Bank fully indemnified and hold it harmless against any losses that I/ we might suffer as a result of the Bank acting on any instruction(s) received by the Bank through a facsimile, telegraph or cable or telephone or untested telex or email message or any other form of electronic means.
- j) Notwithstanding anything contained herein, the Bank is not bound to act in accordance with the whole or any part of the directions relating to any instruction and may defer acting in accordance with any instruction pending further enquiry and/or confirmation by my/ our designated authority. However I/ we expressly agree that the Bank shall not be under any responsibility whatsoever to make any such deferral in any case and recognize the Bank's sole discretion in deciding whether in any particular instance the Bank shall exercise any such right of deferral;
- k) That this indemnity covers all existing accounts with the Bank in addition to covering any future accounts which may be opened by the same legal entity with the Bank;
- l) If there are two or more of us, jointly and severally) to protect, defend, hold harmless, indemnify and keep the Bank and its shareholders, directors, officers and employees fully indemnified of, from and against any and all claims, losses, damages, liabilities, obligations, demands, penalties, actions, causes of action, proceedings, judgments, suits, costs and expenses of any kind whatsoever (including legal costs) and howsoever arising which are imposed or that may be imposed on, incurred or that may be incurred, asserted or which may be asserted against, suffered or that may be suffered by the Bank or be required to be paid by reason of, or as a result of, or arising directly or indirectly out of the Bank's compliance with my/ our request and authorizations/instructions;
- m) To fully, irrevocably and forever waive, release and discharge and relieve the Bank from any and all claims, obligations and rights whatsoever and howsoever arising, that I/ we may have against the Bank (if any) which arises or may arise as a result of or based on any existing laws, rules and/or regulations as I/ we request and authorize the Bank to act as stated above and induce the Bank to accept my/ our transaction requests and authorizations/ instructions conveyed through the above stated means;
- n) That the terms of this Authority and Indemnity shall be governed by and construed in accordance with the laws of Kenya and I/We hereby agrees to submit to the non-exclusive jurisdiction of the courts of Kenya;
- o) That I/ we am/ are solely responsible for the confidentiality of all information related to my/ our account(s), payment instructions, money transfer or any other information which is accessible or which can be copied or stored from any other computer or a similar electronic device. I/ we confirm that in case of using the Internet I/ we will solely bear the full responsibility of any transactions resulting from my/ our use and / or other's un-authorized use and/or misuse of any other party whatsoever that lead directly or indirectly to any loss or damage to me/us or the bank.
- p) That I/we will use the E-mail provided to the Bank when communications and instructions intended to be initiated via emails with the Bank. Moreover, I/we agree to receive all incoming correspondences from the Bank via this E-mail. Thus, all messages sent in this manner shall be deemed to have been received.

AUTHORISED SIGNATORY(IES)

- q) The terms of this Authority or Indemnity shall remain in full force and effect unless and until the Bank, receives and, has a reasonable time to act upon notice of termination from me/us in writing, provided that any such termination shall not release me/us from the terms of this Authority and Indemnity in respect of any action taken by the Bank in accordance with the directions contained in any Instruction or the terms of this Authority and Indemnity prior to such termination.
- r) That I/we agree to consider all Bank's electronic and phone records as approved, official, conducive, final and binding to me/us, and I/we am/are not authorized to object to them or revoke them before any authority whatsoever. That I/we may not assume receipt by the Bank of any notice, instruction or other communication notice sent by email, fax, untested telexes, telegraph, cable or any other electronic means or through any electronic channels to be produced in the future.
- s) The Bank reserves the unconditional right to discontinue the availability of this facility to me/ us by issuing a one week notice, either in writing or through email, forwarded to me/us at my/our address registered with the Bank.
- t) That this indemnity, unless specifically revoked and/or modified in writing earlier by me/us, shall remain valid and shall continue in force. I/we acknowledge that the Bank may at its sole discretion, without any notice, cease to act on my/our instructions through Telex, Telephone, Facsimile, Telegraph, Cable, Email or Electronic means.
- u) Notwithstanding the above, I/we undertake to execute a fresh Indemnity in the event of a change in my/our composition/management/constitution or authorized signatories. In the event that I/we fail to inform the Bank of any change in my/ our composition/management/constitution or authorized signatories, the Bank will continue to provide this facility at my/our sole responsibility and risk without any liability on its part.

Any amendments or revocation of this Deed of Indemnity shall take effect two business days after receipt by the Bank of written notice in the Banks specified format thereof. Such termination shall not release me/us from the terms of this Indemnity in respect of any action taken by the Bank in accordance with the directions contained in any instruction or the terms of this Indemnity prior to such termination.

Dated this _____ day of ____, 20 _____.

I/We acknowledge the risks outlined in this indemnity and agree to indemnify the Bank and hold it harmless against any losses I/we might suffer as a consequence of signing this Indemnity.

Signed by:

1.

Authorised Signatory for and on behalf of _____

Account Number _____

Name _____

I.D/Passport Number _____

2.

Authorised Signatory for and on behalf of _____

Account Number _____

Name _____

I.D/Passport Number _____

3.

Authorised Signatory for and on behalf of _____

Account Number _____

Name _____

I.D/Passport Number _____

4.

Authorised Signatory for and on behalf of _____

Account Number _____

Name _____

I.D/Passport Number _____

Note: in case of a Company or body corporate the Letter of Indemnity should be supported by a Board Resolution

Sample Board Resolution to be signed by a Director(s).

I/We hereby certify and declare that (at a Meeting of the Board of Directors of _____ (the "Customer") held on _____ it was resolved that the Customer provide a letter of Indemnity to Commercial bank of Africa Limited Bank and be authorised to give any instructions to Commercial bank of Africa Limited by telephone, email or facsimile pursuant to the letter of Indemnity and that

(1) _____ (2) _____

(3) _____ (4) _____

be authorised to sign the Indemnity on behalf of the Customer

KNOWN AGENT INTRODUCTION FORM

Account Number

Account Title

I / We would like to appoint the following person(s) as my / our authorized agent(s) to undertake the following tasks:
(appointed agents to present one passport size colour photograph and their original Identification cards for authentication)

Name of Agent _____

ID. Number _____

Kindly tick as appropriate:

Collect Cheque Book with/without confirmation Bank statement / Adhoc statement Correspondence
 Unpaid Cheques Bankers Cheque

Cashing Cheques duly Signed Without Confirmation below*
 With Confirmation above *

Depositing Cheques Cash

Request Account balances / Inquiries

Confirm Cheque payments

Delivery Transfer / Maintenance Instructions

Other (specify) _____

Authorized Signatory:

Name _____ Signature _____

Name _____ Signature _____

Name _____ Signature _____

Name _____ Signature _____

FOR BANK USE ONLY

Original & Copy of ID Presented Y N

Instructions and Signature confirmed by:

Name (staff)

With (customer)

Signature

Input by

Checked by

