



PLEASE ATTACH
1. REGISTRATION CERTIFICATE
2. KRA PIN (DIRECTORS AND COMPANY)
3. CR 12 (FOR LIMITED COMPANY)
4. DIRECTORS AND SIGNATORIES COLORED PASSPORT PHOTO
5. BOARD RESOLUTION (FOR LIMITED COMPANY)

FOSA BUSINESS ACCOUNT OPENING FORM

A. APPLICANT'S DETAILS

Last Name: Other Names:

ID/Passport No: Date of Birth :

Gender: Marital Status : PIN :

Member Non - Member

B. COMPANY DETAILS

Business Name:

Registration Number: Registration Date:

Business Location: County:

Type : Limited Partnership Sole Proprietorship

Other:

C. CONTACT INFORMATION

Physical address:

Telephone Number: Postal Address:

Email Address: Next of Kin : Name / Tel.:

D. NATURE OF BUSINESS

Description:

Approximate Net Monthly Cashflow:

E. ACCOUNTS TYPE

I request the following accounts :

▪ Jiinue Account ▪ Boresha Biashara Account

▪ Diaspora Account ▪ Share Capital

F. SERVICES

Please provide the following services

Cheque book VISA Debit Card Mobile banking

Other (Specify)

G. SIGNING MANDATE

Please use a separate sheet for additional signatories.

Any can sign Two must sign All must sign

Other

.....

Name Signature

.....

Name Signature

.....

Name Signature

H. FOR OFFICIAL USE ONLY

Customer Account Number: Client ID:

Captured by: Signature: Date:

Authorised by: Signature: Date:

Terms and Conditions

Choosing the account that is right for you

We offer Fosa current accounts, diaspora accounts, term deposits and savings accounts designed to suit your personal banking needs. The types of current accounts, term deposits and savings account we offer are set out in the product brochure. If you need us to explain any of the features of, or the terms applying to, any current account, term deposit or savings account, please contact us (see the footer of these terms).

Minimum Age

You must be at least 18 years old to open an account. A children's account may be opened on behalf of a child below the age of 18 by a legal guardian / parent and will be transacted by the guardian/parent.

Interest

If you have a credit balance in a savings or current account, you may be entitled to receive interest depending on the type of account (see the product brochure and the tariff guide). The rate of interest may be fixed or varied as we determine. We pay interest quarterly or at other regular intervals we determine. You can visit our website, any Kenya Bankers branch or call the Customer Contact Centre to obtain the current savings interest rates.

Interest on Term Deposits

Interest on a term deposit is paid at a rate we determine for the duration of the term deposit and is payable either monthly, quarterly or annually or at maturity. The applicable interest rate is available on our website or by contacting us at one of our branches.

Withdrawals before maturity on term deposits

The deposit will automatically roll over for a similar period on maturity at prevailing counter rate, unless written instructions are given to us to the contrary. Terminating or cancelling of the term deposit before maturity is not allowed. In the event of a partial or total early withdrawal, charges may apply, and you will forfeit all the interest accrued.

Maturity of Term Deposit

If a term deposit matures on a day which is not a working day in Kenya, then the date is extended to the next working day. You must instruct us in writing (or any other way we agree to accept) before the maturity date whether you want: to renew the term deposit; or us to pay you the principal and interest on the maturity date.

If you do not instruct us, we may renew the term deposit for a similar term with interest at the prevailing counter interest rate for a similar tenor to the preceding deal. However, we have no obligation to do so. Interest ceases to be payable after the maturity date unless the term deposit is renewed.

Cheque Books

When you open a current account, we may issue you with a cheque book. If we ask you to collect a cheque book from us and you do not collect within 90 days of request, we destroy them. You must keep cheque books secure (including keeping them in a safe place - please refer to the security procedures set out in the Client Terms). If you need a new cheque book you may place a request through filling out a request form or by any other process we offer. We may refuse to issue a new cheque book. When you receive your cheque book you should check that the account number and name are correct. Fees and charges may apply including stop fees, dishonor fees and fees if a cheque is returned to us (see the tariff guide for more details of applicable fees and charges)

Writing Cheques

You or an authorized person must be careful when writing cheques to ensure the cheque cannot be altered without authorization and to prevent fraud by forgery. For example, when writing cheques, you or an authorized person must: only use cheques in the form we have issued. Write in non-erasable ink or ballpoint pen. Write the words and figure of the amount as close as possible to each other and to the lefthand margin to prevent space for insertions. Never pre-sign a blank cheque if sending cheques by post, delete the words 'or bearer' (to make the cheque an 'order' cheque) and cross the cheque with two parallel lines not alter the cheque (including deleting the words 'or bearer') unless confirmed by their full signature. Not use correction fluid. We may dishonor and return any cheque that is not completed in accordance with these procedures, post-dated or out of date or otherwise not in a form acceptable to us. If the words 'or bearer' are not deleted the cheque is a 'bearer cheque' and may be deposited by anyone holding the cheque. You can protect yourself by crossing a cheque with two parallel lines as the cheque must then be paid into the payee's account rather than 'on demand'.

Debit Cards

When you open a Fosa current or savings account, we may issue you with a debit card. If we ask you to collect a debit card from us and it is not collected within 30 days of request, we destroy it. You must keep debit cards secure. If you need a new debit card it can be ordered by either placing a request through online banking platform, filling out debit card request form or by any other process we offer. We may refuse to issue a new debit card. When you receive your debit card you should check that the account number and name are correct.

Fees and charges may apply to debit card issuance and replacements (see the tariff guide for more details of applicable fees and charges)

Use of a Card and Pin

A card is not transferable and may not be used other than by the card holder. A card remains the property of The Kenya Bankers or its partners and upon cancellation must be surrendered on demand to The Kenya Bankers. The Kenya Bankers shall be entitled to give immediate effect to the following transaction instructions on the Automated Teller Machines: To effect a debit or credit to the Client's Account : To display the current balance on the Client's Account up on the terminal : Such other transaction instructions given using the Debit Card facilities from the time made available whether in Kenya or elsewhere to the cardholder.

Certain point of sale transactions may be initiated by NFC technology, swiping the card on the POS terminal or Automated Teller Machine. Cardholder(s) must always exercise all due care and attention to ensure the safety of the card and the secrecy of the PIN and prevent the loss of and/or use of his/her card or PIN by any third party. A cardholder in a Joint Account will be fully responsible for ensuring that its Personal Identification Numbers are only known to persons of due authority within the joint account. Subject to this, a Cardholder must not disclose his/her PIN to anyone in any circumstances. If a card is lost or stolen or if a PIN is disclosed to any unauthorized person, the cardholder(s) must immediately notify the Sacco of such loss, theft or disclosure either at a branch or the customer contact centre. The Card is neither a Credit Card nor a cheque guarantee card and the cardholder shall not represent the card as such. The client or member shall not use the card for illegal activity. In the unlikely event the card is used to perform a contact or contactless transaction in an unlawful manner or without the full knowledge or consent of the card holder(s), the card holder is obligated to inform The Kenya Bankers of such transactions, upon which investigations will be undertaken to determine the origination and nature of these transactions. Any dispute raised shall be resolved as per The Kenya Bankers dispute resolution process.

Additional Cards

A Client wishing to have an additional card on his/her account must ensure that he/she opens a joint account and sign mandates authorizing the use of the account by the additional Cardholder. The additional Cardholder must also sign the same mandates.

Liability of a cardholder

The cardholder(s) shall be fully liable in respect of each transaction instruction given by the use of his/her card. Transaction instruction must be given in such a way that any confidential information displayed on a terminal is not disclosed to a third party. The Kenya Bankers shall not be liable for any disclosure to any third party arising out of a Transaction Instruction. The cardholder should not hold The Kenya Bankers liable, responsible or accountable in any way whatsoever for any loss, injury or damage howsoever arising out of the wrongful use of the Card.

Cancellation of Cards

The Cardholder/s may at any time cancel his/her card by returning it to The Kenya Bankers. The Kenya Bankers may at any time cancel a card without notice, assigning any reason and without incurring any to the Cardholder(s). The Cardholder(s) must not use or attempt to use the card after any notification of its cancellation or withdrawal has been given.

Replacement of Cards

If a Cardholder(s) loses or changes his/her card, The Kenya Bankers may at its discretion issue a replacement Card as the Cardholder(s) may require.

Terms and Conditions

Fees

In respect of each Cardholder the Sacco shall be entitled to charge and debit from the Client 's account such fees as it may from time to time notify the Cardholder(s) including but without limitation a service fee of an amount to be prescribed by the Sacco from time to time for the use of the card.

Fees & Charges

Fees and charges apply depending on the product and the nature of transaction (see the tariff guide for more details of applicable fees and charges).

Overdraft Facility

We may allow you to use an overdraft facility on a current account. The overdraft facility may be used to draw cheques and for direct debit payment arrangements or for withdrawals. We set a limit for the overdraft facility and if the current account balance exceeds the limit, then you must immediately make payment to reduce the balance to or below the limit. We may increase or decrease the limit at any time. We charge interest on the debit balance of the overdraft facility calculated in accordance with the tariff guide. We debit any accrued interest from the current account monthly.

Deposit Methods

We may accept and deposit cash transfers, foreign currency drafts or cheques for good value after clearance. We deduct from the proceeds our fees and charges.

However, we may: refuse to accept for collection drafts or cheques drawn in favor of third parties or if the payee's name is not identical to your name in our records. We return dishonored cheques or drafts to your last notified address at your risk and cost.

Minimum Balances

Some accounts require you to maintain a minimum balance. For details on required minimum balances, see the product brochure and/or tariff sheet or contact us. We may require you to maintain a minimum aggregate balance on your savings accounts, current accounts, term deposits accounts, diaspora accounts and other accounts we specify where you are the primary accountholder (either solely or jointly). For details on required minimum aggregate balances, see the tariff guide. Please contact us for further details.

Payments into accounts

We may accept or refuse to accept any deposit whether in cash or by cheque or other instrument or set minimum or maximum amounts on deposits. We need not give any reason for doing so.

Any cheque or other instrument is received by us as agent for collection on your behalf.

Your responsibility

You accept that any deposit through the Automated Teller Machine or Cash Deposit Machine is at your own risk and is subject to us verifying and processing. You must check that your instructions have been processed accurately. If you do not notify us within 3 working days of the time the transaction is processed, our records of the transaction are taken to be correct. We are not responsible for funds given to any of our employees or officers outside working hours or outside our premises. Receipt of a deposit is evidenced by our usual practice, depending on how you make the deposit. A person making a deposit should keep their copy of the receipt.

Any receipt we issue cannot be used as evidence of your title to a deposit.

Third party cheques

If a cheque or other instrument is presented which is payable to a third party or it appears to belong or to have belonged to someone else (called a "third party cheque"), we may refuse to accept it for deposit or refuse to cash it. If we agree to accept or cash a third-party cheque, we may require you or an authorized person to comply with additional conditions.

Clearance of payments

We do our best to process all cheques and other instruments within a reasonable period.

Regular payments to an account If you ask, we may establish a regular payment arrangement to an account. We may cancel or stop the regular payment arrangement if: you instruct us to do so in writing; or

the account does not have sufficient funds to satisfy any regular payment; the payment arrangement no longer complies with the terms of the payment authority signed by you; or required by law.

Payments out of accounts

Withdrawals

You may withdraw your deposits only at the country where the deposits are located.

Authority to debit and payment

You authorize us to debit all cheques and other instruments drawn by you to a current account.

We may determine the order of priority for payment of cheques.

Dormant accounts

If no withdrawal, deposit, fund transfer or use of mobile banking services other than direct debit or periodic payment arrangements is made for 6 months on a savings account or 6 months on a current account or such other period that we notify to you, we classify the account as dormant. We need not pay interest on a dormant account. If the balance of a dormant account falls below a minimum limit set out in the tariff guide, we may close the account and use any credit balance to pay the monthly service fee set out in the tariff guide or as notified by us

Unclaimed Assets

Any account that is not operated for a period of five years or more will be classified as an unclaimed asset and any funds in that account will be submitted to the authority in charge of unclaimed assets. The Kenya Bankers will not be held liable for the account or be required to follow up with the authority for the remittance of the said funds back to you.

Closing accounts

Where accounts are closed we may levy charges as per the prevailing tariff

We may close a savings account, term deposit or a current account at any time upon giving you at least fourteen (14) days' notice. We need not give a reason for doing so. If we do so, we will pay you any credit balance in the account in the manner we determine. We may at any time close an account that remains overdrawn without authorization or with a nil account balance for 3 consecutive months (90 days) or any other valid reason without any notice. Any such overdrawn sums shall remain owing and recoverable from you.

APPLICANTS DECLARATION

By signing this form, I request you to open the selected account. I warrant you that information given above is true and complete and I authorize you to make any inquiries necessary in connection with this application. I accept and agree to be bound by the conditions of use. I agree that I am liable for all charges incurred as per the prevailing Sacco tariffs. I hereby indemnify The Kenya Bankers against all losses that may occur as a result of my use of this facility. I have read and consent to the privacy policy, and the terms and conditions, on the Kenya Bankers website <https://www.kenyabankers.coop> and I undertake to abide by all rules and regulations of the membership of The Kenya Bankers. I also understand that the Kenya Bankers reserves the right to decline this application without giving any reasons.

I hereby apply for membership and agree to abide by the Co-operative Societies Act and Rules, Sacco Societies Act & Regulations 2020, By-Laws of The Kenya Bankers.

----- Name	----- Signature	----- Date
----- Name	----- Signature	----- Date

----- Name	----- Signature	----- Date
----- Name	----- Signature	----- Date