

FIXED/CALL DEPOSIT APPLICATION FORM

Date.....

Please Issue me/us with a Fixed Deposit/Call Deposit Receipt for KSHS. _____
 (Kenya Shillings) _____
 for a period of _____ months/year(s) bearing _____ % Interest per annum
 in favour of _____

- I/We authorise you to debit my/our Account No. _____ with you.
 I/We tender here with cash/cheque for the same. (Attach deposit slip / signed cheque)

On Maturity please

- Renew the principal amount for a similar term at the prevailing market rates and credit the net interest to my/our Transactional Account Number.
 Renew the principal amount together with the interest for a similar term at the prevailing rates of interest.
 Uplift the deposit and credit my/our Account Number with principal plus interest.
 Other Disposal Instructions _____

Access via Internet Banking

- Do not link this account to my Internet Banking Link this account to my existing Internet Banking User ID as below:

Name	User ID	Signature(s)

Account Mandate

- Either to sign All to sign Single to sign
 Specify (e.g. survivor mandate, limit up to, others) _____

Other accounts held at ABC Bank:

1. Account Number: _____ Branch: _____
 2. Account Number: _____ Branch: _____

I/We confirm having read and understood the rules of Fixed/Call Deposit Account given overleaf and hereby agree to be bound by the same including, if this deposit is renewed.

Yours Faithfully

- (1) _____ (3) _____
 (2) _____ (4) _____

FOR OFFICIAL USE ONLY:

Receipt No.	Amount in Figures	Amount in Words
Value Date	Maturity Date	Rate of Interest
		_____ % per annum

 Authorised Signature

 Authorised Signature

FIXED / CALL DEPOSIT ACCOUNT TERMS AND CONDITIONS

These terms and conditions apply to instructions received by the Bank to place funds in a fixed deposit or call deposit and open a fixed or call deposit account. Without limitation to the terms herein the terms and conditions of the Transactional Account held with the Bank and the General Terms and Conditions of the Bank as may be amended from time to time shall apply to the fixed and call deposit account. If there is any conflict between the following specific terms and conditions and terms and conditions of the Transactional Account held with the Bank and the Bank's General Terms and Conditions, these specific terms and conditions shall apply subject to any further agreement made in writing between the Bank and the Customer. The Bank's acceptance of the customer's application for opening a Fixed/Call deposit account with the Bank is based on the customer having read and agreed to the following terms and conditions.

The Customer hereby acknowledges and agrees that:

1. The Bank shall require to receive clear written instructions before initiating and establishing a Fixed or Call Deposit Account. The Bank shall not be obliged to accept from me/us any oral, facsimile or telephone instructions and the Customer agrees to indemnify the Bank against any improper/fraudulent deposit instruction purported to be received by me/us. The Customer shall furnish the Bank with all the required documentation necessary for the Bank to implement the instructions. The Customer understands and agrees that the acceptance and continuance of a Deposit is entirely at the discretion of the Bank.
2. Any interest payable on the Contract shall only be paid on the date of expiry of the Contract. However, the Bank may upon request of the Customer, in its absolute discretion, repay a receipt prior to its maturity which may be subject to a charge or penalty to be determined by the Bank.
3. The calculation of interest on any fixed/call deposits shall be based on the actual number of days it was deposited in the Fixed/Call Deposit Account but excluding its uplifting date.
4. Where the Contract is not renewed by the Customer at the date of expiry the Bank may at its discretion renew the Contract at the Bank's prevailing deposit rate for a similar period of time as the previous Contract, subject to such maximum renewal period as the Bank may in its sole discretion decide. The Bank reserves the right not to accept or renew the Deposit.
5. All payments obligations of the Bank hereunder, including its obligation to pay principal and interest, are payable solely at the Bank offices unless otherwise directed by the Bank. Interest payable is subject to the deduction of the applicable tax and fees levied by the Government of Kenya, unless the customer is exempted.
6. In addition to any general lien or similar to which the Bank as bankers may be entitled by Laws of Kenya, the Bank may at any time and without notice combine or consolidate all the Customer's Deposits and set-off against any liabilities the Customer has with the Bank. For purposes hereof, 'liabilities' includes without limitation loans, guarantees, costs, fees, charges, bounced cheques, court orders, KRA directives, taxes, indemnity amounts and/or third party claims.
7. The Bank shall not be liable in the event of delayed or omitted delivery of funds due to events beyond its control or for reason of force majeure, or for the unavailability of the funds credited to my/our account(s) due to restrictions on convertibility or transferability, requisitions, involuntary transfers, acts of war or civil strife, or other similar causes beyond its control, in which circumstances no other branch, subsidiary or affiliate of the Bank shall be responsible thereof.
8. Where the Contract is operated on an 'Either/or Survivor' Mandate, any instructions relating to the Contract except for the termination thereof may be done by either party individually. The Bank may assume that the instructions given by one party regarding the Contract has been authorised by the other party;
9. Where the Contract is operated on Joint Mandate, each party is only authorised to give instructions relating to the Contract together with the other party (or as specified in the Mandate). The Bank shall not be held liable for refusing to act or for any delay in accepting the Customer's instructions where only one party gives instructions;
10. If any party gives instructions that conflict or appear to conflict with instructions given by another party, the Bank may refuse to act on such instructions until the conflict is removed to the Bank's satisfaction.
11. The Bank can at any time close the Account, withdraw, suspend or cancel any service in relation to the Account as it deems fit with prior notice to the Customer.
12. This Contract is governed by and is subject to the Bank's Tariff then prevailing and the Customer shall pay to the Bank the amounts stipulated in the Tariff, which shall be calculated on the face value of the amount of the Contract.
13. Subject to confirmation of availability of funds in the customer account or by way of a cash deposit and upon receipt of the duly completed Fixed/ Call Deposit Account instructions form, the Deposit shall be fixed for same business day value if received during business hours of any business day or for next business day value if received after business hours of any business day. For purposes hereof "business day" means a day (other than Saturday, Sunday or a public holiday) on which the Bank is open for business and "banking hours" means from 8.30am to 4.30pm.
14. Where a Deposit is made by cheque or other non-cash instrument, the value date will commence only upon actual receipt by the Bank of the proceeds from the drawer bank. The Deposit Receipt will be issued subject to receipt of the proceeds in cleared funds. If a cheque is dishonoured, the Bank reserves the right to cancel the purported placement and the Deposit Receipt (if any will have been issued) will be void with immediate effect. Any cheque or non-cash instrument which has been dishonoured may be returned by post to the Customer at the last known address in our records at your own risk and expense. In relation to fund transfers (including RTGS) for credit into the Account, the value date will commence only upon actual receipt of the funds by the Bank.

15. All payments to be made by the Customer in respect to the Contract shall be made without set-off or counterclaim and free and clear of any withholding or deductions (save as required by law) for any present or future taxes, levies, imposts, duties or other charges. If the Customer is obliged by law to make any such withholding or deduction, the Customer will pay the Bank in the same manner and at the same time such additional amounts to ensure that the Bank receives a net amount equal to the full amount which the Bank would have received if no such deduction or withholding had been required to be made.

16. A Deposit Receipt will be issued in respect of each deposit to an to Fixed/Call Deposit Account. The Customer should be careful to keep the Deposit Receipt safely as the Bank shall not accept responsibility for any loss caused to the Customer if, through the Customer's negligence, any unauthorized person obtains possession of the Deposit Receipt and fraudulently obtains or withdraws any funds of the Customer from the Fixed/Call Deposit Account.

17. The production of the original Deposit Receipt to the Bank's officials is not evidence that the Deposit is still subsisting, and shall not by itself constitute sufficient evidence to rebut any records in our systems indicating that the Deposit has been uplifted.

18. The Customer (and in the case of joint accounts, all joint account holders) must give the Bank notice in writing immediately when a Deposit Receipt is lost, stolen or misplaced. The Bank may issue a new Deposit Receipt to the Customer to replace a lost or damaged one upon receiving a satisfactory explanation from the Customer and the Customer issuing the Bank with an indemnity in the Bank's approved format and further; upon the Customer paying a fee of such amount as is to be determined at the sole discretion of the Bank from time to time. The Customer shall not hold the Bank responsible or liable for any loss or damage due to delay in issuing the duplicate receipt for any reason whatsoever.

19. The Deposit Receipt issued by the Bank must be presented by the Customer in person for verification by the Bank if the Customer intends to withdraw the Deposit before maturity.

20. Any change in the address of the Customer should at once be communicated to the Bank at the Branch whether the deposit is kept.

21. The Customer's obligations under the Contract may not be assigned or transferred without the written consent of the Bank.

22. In the event of death/mental incapacity of sole account holder, the Bank will not be liable to act on any instructions given until duly confirmed letters of administration are availed. In the case of mental incapacity a court order appointing a guardian ad litem must be availed for authority to operate the account.

23. This Contract is subject to and is governed by all the laws, regulations, administrative rules and/or orders of the Government of the Republic of Kenya, the Central Bank of Kenya or any other fiscal, monetary or other authority, in force from time to time and the Customer agrees to submit to the jurisdiction of the Kenya courts.

24. If any change in any applicable law or regulation or in the application or interpretation thereof by any government authority charged with the administration thereof or if any official requirement or request (not having the force of law) shall impose any conditions with respect to the Contract, then and in every such case, the Customer (whether jointly or severally) shall on demand indemnify the Bank on a full and unqualified basis against any liability, loss or expense which the Bank shall certify as incurred by it as being a consequence of any default in payment by the Customer and/or by virtue of any such laws, regulations, decrees, administrative rules or orders.

25. By signing this form, the Customer confirms that he has the authority and capacity to perform the Customer's obligations hereunder and agrees to indemnify the Bank for any losses incurred by the Bank as a result of the Bank implementing the Customer's instructions.

Data Protection Privacy Notice

We collect and use information about you to provide you with Banking services that benefit you, and to meet our legal obligations and the obligations of others in the Banking chain. This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the Banking services. This information may include special categories of personal data details such as information about your, age, health, family and any criminal convictions you may have.

We shall need your consent to process certain categories of information about you including special categories. Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time by sending an e-mail to talk2us@abcthebank.com. (without however affecting the lawfulness of processing based on consent prior to its withdrawal). However, if you choose not to give your consent or you otherwise withdraw your consent, this may affect our ability to provide you with banking services.

Your information may be shared and used by a number of third parties (both inside and outside Kenya) including but not limited to card centres, credit reference bureaus, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and databases. We will only disclose your personal information in connection with the insurance cover that is provided, and to the extent that it is needed or allowed by law. We keep your personal details for no longer than is necessary in offering the insurance arranged or to comply with our legal or regulatory requirements.

Other people's details you provide to us

Where you provide us with details about other people, you must ensure that this short form privacy notice is provided to them. For more information about how we use your personal information please see our full Privacy Notice, which is available in our website or upon request.

Your rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or see a copy of our full privacy notice, please contact us at ABC Bank House, Woodvale Grove, Westlands, P. O. Box 38610 – 00800, Nairobi addressed 'for the attention of the DPO'.

I/We confirm having read and understood the Bank rules governing Fixed / Call Deposits and I/We agree to be bound by them.

1. Name: _____

Signature: _____ Date: _____

2. Name: _____

Signature: _____ Date: _____

3. Name: _____

Signature: _____ Date: _____

4. Name: _____

Signature: _____ Date: _____

Signature As Per Account Mandate