

## THIRD PARTY MANDATE FORM

**This Third Party Mandate can only be used for Personal, Sole Trader and Partnership Accounts (excluding Limited Liability Partnerships)**

*Complete this mandate when you wish another person or persons to operate your account(s). The Account Holder(s) should visit a Branch together with their nominated third party(ies) to complete all requirements. If this is not possible, and the completed mandate is posted to the Bank or delivered to the Bank by the Third Party(ies), then the Bank reserves the right to undertake a security check. The third party mandate will not come into effect until the check has been completed.*

**TO: The Manager,**

**AFRICAN BANKING CORPORATION LIMITED**

### ACCOUNT DETAILS:

If you have any existing third party signatories on your account(s), are they to remain?

YES

NO

NOT APPLICABLE

I/We require this mandate to cover:

- (a)  any account(s) (current or deposit) with the Bank in my/our personal name(s) from time to time (delete if not applicable);

**OR**

- (b)  account number(s).....

**Note: If the above section is left blank, the Bank will assume this mandate covers all of your accounts held with the Bank now.**

### THIRD PARTY AUTHORITY:

I/We,.....(insert Account Holder name(s) in full) (hereinafter referred to as the "Account Holder(s)" or "I", "We", "me", "us", "my" or "our") hereby request that the Bank will treat and consider, (insert Authorised Signatory name in full).....

.....  
(hereinafter referred to as the "Authorised Signatory"), (whose address and signature is set out below)

as fully empowered by me/us and on my/our behalf to give, vary or revoke any instructions to you and to act generally between me/us and the Bank as fully and effectually for all interests and purposes, without limit, as I/we could if personally present and in the dealings and transactions set out below:

*(Tick the appropriate box for each option applicable to the authority being given.)*

	YES	NO	INITIALS
1. To give instructions on remittances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
2. To give instructions on securities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
3. To withdraw money	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
4. To request information on account	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
5. Any other (Customer to be specific)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>

Furthermore, the Authorised Signatory shall be empowered to do all such acts or things as may be necessary, proper, incidental or ancillary to such matters or transactions specified above notwithstanding that I/we may continue personally to exercise any of the powers hereby conferred upon the Authorised Signatory. In the event of a conflict between any request or instruction received from the Authorised Signatory and the Account Holder(s), the request or instruction received from the Account Holder(s) shall prevail.

Where the Account Holder(s) names two or more third party signatories, they can either act individually or jointly when giving instructions to the Bank. Please insert a tick in one of the boxes to indicate your choice.

- Any ONE individual**
 **Any TWO together**
 **All to sign together**
 **Other**

Please specify.....  
 .....

**Note: If you have named more than one third party and the section above is left blank, the Bank will assume that each third party signatory can sign individually.**

The powers under this delegation of authority are subject to the Terms and Conditions applicable to each of the Accounts.

I/We acknowledge and agree that everything done by the Bank in pursuance of this authority shall be binding upon me/us until the Bank receives notice from me/us in writing countermanding this authority. Furthermore I/we acknowledge and agree that everything done by the Bank in pursuance of this authority before the Bank receives notice in writing of my/our death or mental incapacity from any cause whatever shall be binding on my/our respective heirs, personal representatives, including but not limited to my/our executors, administrators and any other persons claiming through or under me/us.

This authority shall cease to have effect upon:

1. receipt of written notice by the Bank from me (or either of us) in writing countermanding this authority;
2. receipt by the Bank of written notice of my (or either of our) death or mental incapacity;
3. in relation to a particular account in my/our name(s), a new party being added to such account as a joint party or the removal of a party from such joint account;
4. the appointment of a Guardian in respect of me or either of us.

I/We agree that any debt or other liability incurred to the Bank under this mandate shall be the responsibility of the Account Holder(s), jointly and severally where there is more than one, and in the absence of your written agreement to the contrary, any debt shall be repayable on demand.

I/We hereby confirm that the Bank will be under no obligation to ascertain or inquire into the purposes for which any of the above powers are to be exercised by the Authorised Signatory even if such instructions are or appear to be for the benefit of the Authorised Signatory or for any associate of or person connected to the Authorised Signatory and even if such instructions are not or do not appear to be for my/our benefit directly or indirectly.

I/We acknowledge that the Bank may refuse to act on any instruction of the Authorised Signatory should it for any reason whatsoever and in its absolute discretion, think it is reasonable to do so. The Bank may at any time ask that any further requirement be fulfilled by the Authorised Signatory and/or the Account Holder(s) before acting on the Authorised Signatory's instructions.

Neither the Bank nor its employees and/or its officers shall be liable for any loss suffered by me/us or my/our respective heirs, successors, estate, personal representatives, executors or administrators in connection with any action taken or not taken by the Bank and/or its employees and/or its officers in reliance on this authority unless such loss arises from gross negligence, wilful default or fraud of the Bank and/or its employees and/or its officers. The Bank shall not be liable for any loss suffered by me/us or my/our respective heirs, successors, estate, personal representatives, executors or administrators arising directly or indirectly from any act or default of any other company or person.

I/We (which shall include but not be limited to my/our respective heirs, successors, estate, personal representatives, executors or administrators) will, jointly and severally where we are more than one, indemnify in full the Bank and/or its employees and/or its officers against any loss, liability or expense whatsoever which may be suffered or incurred by the Bank and/or its employees and/or its officers directly or indirectly in connection with any action taken or not taken by the Bank and/or its employees and/or its officers in reliance on this authority except to the extent that such loss, liability or expense is due to the gross negligence, wilful default or fraud of the Bank and/or its employees and/or its officers.

This delegation of authority and all matters relative thereto shall be governed by and construed according to the laws of the Republic of Kenya. Any disputes in relation to this authority shall be subject to the non-exclusive jurisdiction of the courts of Kenya, to which the parties submit.

For the avoidance of doubt, this authority DOES NOT permit the Authorised Signatory to do any of the following things:

1. add new parties to the Account(s), either as joint parties or recipients of a Third Party Authority;
2. request a new overdraft facility, or increase an existing overdraft facility;
3. change the address of the Account Holder(s);
4. unless otherwise authorised herein, not directly enter into stock market transactions;
5. open new accounts (including loans), other than placing funds on fixed deposit;
6. close an account (other than moving funds on fixed deposit to a current account in the Account Holder(s) name upon maturation of the fixed deposit, or if closed due to nil balance or overdraft);
7. use the account for their own transactions (as noted above, it is not the Bank's responsibility to ascertain if the Authorised Signatory is breaching this provision or not);
8. be named on any statements or stationery (apart from within the mailing address).

**Note: This mandate can only be cancelled in writing by the Account Holder(s).**

## CONSENT AND ACKNOWLEDGEMENT OF THIRD PARTY

By signing this document the Authorised Signatory understands and agrees that:

1. The Bank will store and process the Authorised Signatory's information on its computers and in any other way. By 'Authorised Signatory's information' is meant personal and financial information obtained from the Authorised Signatory or from third parties, such as the Account Holder(s), credit reference agencies or other organisations, or which the Authorised Signatory or they give to the Bank at any other time.
2. The Bank and other companies in the ABC Bank Group will use the Authorised Signatory's information to manage the Account(s) of the Account Holder(s) and provide services, for assessment and analysis (including credit and/or market and product analysis), and to develop and improve the Bank's services to clients and protect the Bank's interests.
3. The Bank and other members of the ABC Bank Group may use the Authorised Signatory's information to inform the Authorised Signatory by letter, telephone or computer about products and services (including those of others) which may be of interest to the Authorised Signatory. The Authorised Signatory may tell the Bank if he/she does not wish to receive marketing material.
4. The Bank may give information about the Authorised Signatory:
  - a) to people who provide a service to the Bank or are acting as the Bank's agents, on the understanding that they will keep the information confidential
  - b) to anyone to whom the Bank transfers or may transfer its rights and duties under this authority
  - c) if the Bank has a duty to do so or if the law allows it to do so.

5. If the Bank transfers the Authorised Signatory's information to a service provider or agent in another country, it will make sure that the service provider, or agent, agrees to apply the same levels of protection to information held in Kenya, and to use the Authorised Signatory's information only for the purpose of providing the service to the Authorised Signatory and/or the Account Holder(s).

The Authorised Signatory confirms that the information given to the Bank in connection with this Third Party Authority is true and complete and authorises the Bank to make any credit reference and other enquiries in accordance with its normal procedures.

The Authorised Signatory understands and agrees the parameters of the above authority and accepts that the authority is subject to the Terms and Conditions applicable to each of the Account(s).

**Data Protection Privacy Notice**

**The information that you input here shall be retained by us strictly for our own use in line with the Data Protection Act No. 24 of 2019, our Privacy Policy and the Privacy Notice and I consent to the application of the Data Protection Act No. 24 of 2019 and the Bank's Privacy Policy and the Privacy Notice to all information provided to the Bank. This Privacy Notice may be updated from time to time and the most recent version can be found on our website or with our customer care representative. If you would like any further information contact our Data Protection Officer or kindly contact us at ABC Bank House, Woodvale Grove, Westlands, P. O. Box 38610 – 00800, Nairobi addressed 'for the attention of the DPO'.**

**Account Holder(s) Name:**

**Signature:**

.....	.....
.....	.....
.....	.....
.....	.....
.....	.....

**Full name of Third Party.....**

Postal Address.....Postal Code.....

Physical Address.....

Telephone Number.....Email Address.....

The following signature operates as the specimen signature of the Third Party:

Signature of the Third Party

**Note: The Third Party signatory must provide the Bank with original documentation to prove their identity and address.**