



ACCOUNT OPENING FORM - BUSINESS ACCOUNTS





Consolidated Bank
Growing with you

Documents required

Introduction Reference /Bank Statement	<input type="checkbox"/>	Recent Colour Passport Photographs (of all applicants)	<input type="checkbox"/>
Signature Card	<input type="checkbox"/>	Copy of Work permit (if applicable)	<input type="checkbox"/>
ID / Passport Copy (of all applicants)	<input type="checkbox"/>	PIN Card Copy (of all applicants)	<input type="checkbox"/>
Birth Certificate copy	<input type="checkbox"/>	Proof of Residence	<input type="checkbox"/>
		Tax exemption Certificate	<input type="checkbox"/>



Consolidated Bank
Growing with you

APPLICATION FOR OPENING ACCOUNT OF A COMPANY/SOCIETY/CLUB

Branch	
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I/We wish to open the following account (s) with Consolidated Bank Limited as per the following details:

Company/Organisation Name			
Company Postal Address	Post Code	Town	Telephone Numbers
Pin Number	Tax Exempt Y <input type="checkbox"/> N <input type="checkbox"/>	E - mail Address	
Physical location address of the business/organisation			Date of incorporation/registration

Type of business (√where applicable)			
Sole Proprietorship <input type="checkbox"/>	Partnership <input type="checkbox"/>	Society /Association/ Club <input type="checkbox"/>	Limited Company <input type="checkbox"/>
Description of business activity:			
Number of employees: Less than or equal to 10 <input type="checkbox"/>	Over 10 but less than 100 <input type="checkbox"/>		100 or more <input type="checkbox"/>
Annual turnover: <input type="checkbox"/>			
Balance sheet size (Total Assets): <input type="checkbox"/>			

Other accounts held currently with Consolidated Bank or other banks		
Bank Name	Branch	Account number

Applicant 1		Client No.	
Mr /Mrs /Ms	First name	Middle name	Last name
ID/ Passport No. / Alien Registration No.		Position in the Company/ Organisation	
Religion			
Nationality	Resident <input type="checkbox"/>	Non - Resident <input type="checkbox"/>	Pin No
Marital Status	Single <input type="checkbox"/>	Married <input type="checkbox"/>	Spouses Name
Mailing Postal Address	Post Code	Town	
Permanent Address (if different from above)	Post Code	Town	
Telephone (office)		Mobile	
Office Email		Personal Email	Fax Number

Applicant 2				Client No.											
Mr /Mrs /Ms		First name				Middle name				Last name					
ID/ Passport No. / Alien Registration No.								Position in the Company/ Organisation							
Religion															
Nationality				Resident <input type="checkbox"/>				Non - Resident <input type="checkbox"/>				Pin No			
Marital Status				Single <input type="checkbox"/>		Married <input type="checkbox"/>		Spouses Name							
Mailing Postal Address				Post Code				Town							
Permanent Address (if different from above)				Post Code				Town							
Telephone (office)								Mobile							
Office Email				Personal Email				Fax Number							

Applicant 3				Client No.											
Mr /Mrs /Ms		First name				Middle name				Last name					
ID/ Passport No. / Alien Registration No.								Position in the Company/ Organisation							
Religion															
Nationality				Resident <input type="checkbox"/>				Non - Resident <input type="checkbox"/>				Pin No			
Marital Status				Single <input type="checkbox"/>		Married <input type="checkbox"/>		Spouses Name							
Mailing Postal Address				Post Code				Town							
Permanent Address (if different from above)				Post Code				Town							
Telephone (office)								Mobile							
Office Email				Personal Email				Fax Number							

Applicant 4				Client No.											
Mr /Mrs /Ms		First name				Middle name				Last name					
ID/ Passport No. / Alien Registration No.								Position in the Company/ Organisation							
Religion															
Nationality				Resident <input type="checkbox"/>				Non - Resident <input type="checkbox"/>				Pin No			
Marital Status				Single <input type="checkbox"/>		Married <input type="checkbox"/>		Spouses Name							
Mailing Postal Address				Post Code				Town							
Permanent Address (if different from above)				Post Code				Town							
Telephone (office)								Mobile							
Office Email				Personal Email				Fax Number							

Account Type (√where applicable)																		
Business Transactional	Current		<input type="checkbox"/>		Currency (√where applicable)						KShs <input type="checkbox"/>		USD <input type="checkbox"/>		GBP <input type="checkbox"/>		Euro <input type="checkbox"/>	
	Chama		<input type="checkbox"/>															
	Foreign Currency		<input type="checkbox"/>															
	Deposit Team		<input type="checkbox"/>															
	Call Deposit		<input type="checkbox"/>															
	Others		<input type="checkbox"/>															
Initial Deposit Details																		
Purpose of Account																		
Period (in case of Term Deposit)																		

Account mandate

Signing Instructions (√ as applicable) Singly Jointly, any ___ Either or survivor Any Other

Other Signing Instructions:

Account facilities (√ as needed)

Cheque Book

Hold Mail

Request for E-Banking Facility (√ as needed)*

E-Banking Banking Mobile Banking

Email Address:

Mobile Phone Number:

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Notify me by SMS (chargeable) for transactions of the following amount and above (in Kshs)

Large Debit	Large Credit
<input type="text"/>	<input type="text"/>

Request for emailed statements in lieu of physical statement (optional):

Frequency (√ only one option)* Daily Weekly Monthly Bi-annually Annually

*PLEASE FILL UP THE CORPORATE INTERNET BANKING APPLICATION FORM SEPARATELY AND READ CAREFULLY THE TERMS AND CONDITIONS GOVERNING THE USE OF CONSOLIDATED INTERNET BANKING AND THE TERMS AND CONDITIONS GOVERNING THE USE OF CONSOLIDATED MOBILE BANKING FACILITY

Introducer

Name

Address Consolidated Bank A/C No

Certificate by Introducer

I confirm that I have known the above account applicant for _____ years and the physical location address and postal address indicated herein is correct. I also confirm that I consider the new account holder to be respectable and trustworthy to operate the Bank Account.

Date _____ Signature _____

I/We the undersigned request you to open an account or accounts as detailed above and at any time subsequently to open such further accounts of whatever nature as I/we may direct. I/We confirm that all of the above details are correct and that I/We have read, understood and agree to the attached Consolidated Bank Limited General Terms and Conditions, the Terms and Conditions Governing the Use of Consolidated M- Banking Facility, the Terms and Conditions Governing the use of Consolidated Internet Banking and the Terms and Conditions of Use of the Consolidated Bank Limited Debit Card.

Signature of 1st Applicant Signature of 2nd Applicant

Name	<input type="text"/>	Name	<input type="text"/>
Date	<input type="text"/>	Date	<input type="text"/>

Signature of 3rd Applicant Signature of 4th Applicant

Name	<input type="text"/>	Name	<input type="text"/>
Date	<input type="text"/>	Date	<input type="text"/>

Documents required			
Introduction reference	<input type="checkbox"/>	Recent colour passport photographs of all authorised applicants	<input type="checkbox"/>
Signature card	<input type="checkbox"/>	Memorandum & Articles of Association of company / by-laws or constitution of organisation (certified copy)	<input type="checkbox"/>
ID / Passport copy / Pin card copy of all authorised applicants	<input type="checkbox"/>	Copy of Certificate of Incorporation/ Registration /Partnership Deed or Trust Deed	<input type="checkbox"/>
Letter from auditor/ Co. Secretary certifying names of existing directors or certified copy of latest annual returns	<input type="checkbox"/>	Board resolution / Extracts of committee meeting signed by Chairman and Secretary	<input type="checkbox"/>
Copy of PIN card of Company/ Organisation	<input type="checkbox"/>	Tax Exemption Certificate (where applicable)	

FOR OFFICIAL USE ONLY			
Information data input			
Statement frequency		D, W, M, Q, H/Y, Y	Industry Sector
Tax flag			Sub Industry Code
Special conditions			Segment Code
Employer			Director relationship
Income range			

Customer information checklist	Initials	Initials
Valid Identification documents obtained & authenticated		Signatures scanned
Photographs obtained		Input by
Reference verified		Verified by
Mandated signatures obtained		Manager's approval
Customer contact information available		Exception (Give reasons)
Debit card ordered		Exception approved by
Cheque book ordered		
Search carried out		

Registered for E-Banking <input type="checkbox"/>	Account opened by (Name & Initials)	
E-mail statements <input type="checkbox"/> Consolidated Bank <input type="checkbox"/>	Authorised by (Name & Initials)	

CONSOLIDATED BANK LIMITED GENERAL TERMS AND CONDITIONS

Applicant 1

Applicant 2

Applicant 3

Applicant 4

ACCOUNT OPENING/ APPLICATION FORMS -GENERAL TERMS AND CONDITIONS

The relationship between the Bank and the Customer is governed by the Laws of Kenya except where the following general terms and conditions apply and subject to any further agreement in writing. Specific terms apply to specific accounts and products and are available to the Customer upon request.

Customer's Instructions.

1) The Customer requests the Bank to honour and to debit to his account all cheques, drafts, bills, promissory notes, acceptances, negotiable instruments and orders drawn accepted or made out to him, and to carry out any instructions he may give in connection with his account notwithstanding that any such debiting or carrying out may cause his account to be overdrawn or an overdraft to be increased. Where no overdraft has been agreed or the limit of overdraft agreed has been reached, the Bank may nevertheless refuse to carry out any instructions which would result in there being an overdraft or any overdraft greater than that agreed, as the case may be.

Authorised signatories

2) The Customer will give the Bank in an acceptable form the specimen signature of every person authorised to operate the account. Unless otherwise agreed all signatories are entitled to withdraw all or any of the Customer's property or securities held by the Bank from time to time, to open any further account in the Customer's name, and to overdraw any of the Customer's accounts.

Bank's right to set-off

3) (a) The Bank may with reasonable notice to the customer, set-off against any account or indebtedness of the Customer which includes:-

- i.) Any other account whether current, loan, Savings or any other type.
- ii.) Any time or other deposit.
- (b) The Bank may, upon notice to the Customer, set-off his account against any other account or indebtedness in respect of which the Customer is liable, notwithstanding that some other person may also be liable in respect thereof. In such circumstances, upon receipt of any indemnity satisfactory to the Bank against costs and at the Customer's expense, the Bank will give the Customer any assistance necessary in obtaining a refund.

Simultaneous order in excess of funds

4) Where the Bank receives several orders at approximately the same time the total amount of which exceeds the available assets of or the credit granted to the Customer, the Bank may honour the orders in whatever manner it sees fit within the limit of the funds available.

Bank charges and expense interest

5) The Bank is entitled to be paid by the Customer and may debit the Customer with:

Interest

- a) unless otherwise agreed in writing, interest on overdrawn accounts including penalty interest, loan accounts or on any other facility granted by the Bank, at a rate which may be different for different accounts and which new rate shall be communicated to the customer.
- b) The Bank shall notify the Customer of any change in the rate of interest charged.

Legal Charges

c) Advocate and client incurred by the Bank in obtaining legal advice in connection with the Customer's accounts and dealings with the Bank or incurred by the Bank in any legal arbitration or other proceedings arising out of any dealings in respect of the Customer.

Commission

d) Commission at such rates and at such time or times as the Bank decides, with discretion to charge different rates for different accounts provided always that there shall be prior notice given to the customer. Other charges and expenses
In addition to the debits authorised by sub-clauses 5 (a), (b), and (c), all other expenses and charges including but not limited to ledger fees,

disbursements for cheque books, postages, cables, swift, telephone calls, taxes, duties, impositions and expenses incurred in complying with the Customer's requests.

Statements deemed approved if not objected to within 30 days.

6) The contents of any statement of account or statement of any other nature which has been sent by the Bank to the Customer, and to which the Customer has not objected within Thirty (30) days of receipt thereof, shall be deemed approved by the Customer, and shall not thereafter be challenged by the Customer on any ground whatsoever whether lack of mandate, forged or inadequate signature or endorsement cheques, forged alteration thereof, or otherwise.

Delay by Customer in lodging complaints

7) (a) The Bank is not responsible for any matter unless the Customer had made a complaint to the Bank as soon reasonably possible after receipt by the customer of the notification of the matter. Where the notification of the Bank is expected but not received, the complaint must be made within a reasonable time after non-receipt.

Payment by third parties

8) The Bank may credit the Customer with amounts paid by third parties.

Deposits of cheques etc

9) (a) All the cheques or other orders for payment of whatsoever nature are accepted for deposit or collection at the risk of the Customer. Where any cheque or order is unpaid for any reason whatsoever (including but not limited to physical loss), the Bank may debit the Customer with the amount previously credited (taking into account any exchange fluctuations where relevant) in respect of that cheque or order, together with interest since the date of crediting if the account thereby is overdrawn.

(b) Before making any withdrawal, the customer must allow a sufficient time to elapse after making any deposit (even of cash) in order to enable the Bank to carry out the necessary bookkeeping operations to credit the account. For purposes of this subsection, sufficient time shall be deemed to be one complete business day in relation to deposits of cleared funds and 4 clear working days in relation to deposit of cheques and bankers drafts.

(c) Notwithstanding the provision of clause 8 herein any money, credited to the Customer in error must be repaid immediately together with applicable interest upon demand.

No duty on Bank to protest

10) The Bank is not liable for any loss or damage suffered by any party if any dishonoured bill is not noted or protested or both. The Bank will nevertheless endeavour to cause dishonoured bills to be noted or protested or both, provided that it receives instructions to do so in reasonable time.

Repayment of overdrawn account

11) The Bank is entitled to demand the immediate repayment with interest of any account that is overdrawn.

12) The Bank reserves the right to furnish Customer information to credit reference bureaus in instances of default in advances/credit repayments. This information may only be given if:

- (i) The customer has fallen behind in payments
- (ii) the amount owed is not in dispute and
- (iii) Customer has not entered into a repayment programme following the Bank's formal demand

Lien

13) (a) When the Customer is indebted to the Bank, the Bank has a general lien over all property of the Customer in the Bank's possession, including, but not limited to cash, goods, securities or valuables deposited for safe custody or as security, cheques presented for repayment, bills and other property movable or immovable charged to secure repayment of any money whether or not the money has been repaid, and also all property over which by the general law the Bank has lien.

(b) Where the Customer is indebted in circumstances giving the Bank a right of set-off, all securities as set out in paragraph (a) hereof are held as security for the debt.

(c) The Bank may at any time, give the Customer notice in writing that if an accrued debt is not paid within a period being not less than 14 days after receipt by the Customer of the notice, then the Bank may, without further any notice, realize sufficient of the customer assets to discharge the debt.

(d) If the debt is not discharged within the time allowed, the bank may realize sufficient of the Customer assets to discharge the debt and the Customer irrevocably appoints the Bank as his Attorney for the purpose of conducting the sale, giving title to the assets sold and all other necessary matters. Any sums remaining after such transaction will be held by the customer subject to these general terms and conditions.

(f) Funds in foreign currencies which are subject to the Bank's lien may be set off against debts or realised at the rate of exchange current at the date of set off or realisation. The Bank accepts no liability for any loss caused

(g) Deposits including those held in foreign currencies and for a given period of time may be setoff against debts notwithstanding that the period the deposit has not expired.

Variation and termination of relationship

14) The Bank may at any time, upon notice to the Customer, terminate or vary its business relationship with the Customer and in particular but without prejudice to the generality of the foregoing, the Bank may cancel credits which it has granted and require payments of outstanding debts resulting there from within such time as the unused cheques and or continue to act in a manner detrimental to the Bank.

Freezing of an account

15) The Bank may at any time freeze any account of the Customer if and so long as there is any dispute or the Bank has doubt for any reason (whether or not well founded) as to the person or persons entitled to operate the same, without any obligation to institute interpleaded proceedings or to take any step of its own initiative for the determination of such dispute or doubt .

Partnership of Accounts

16) In the event of the Customer being a partnership the following additional provision apply:

(a) The partners authorise the Bank to carry out instructions countermanding payment of cheques, bills of exchange, promissory notes, or other orders for payment when such instructions are given by any person whose name appears on the mandate whether or not that person has signed the original payment instruction.

(b) The partners authorise the Bank to make advances with or without security by way of overdraft loan or in any other manner on the request of the partners at the time made with the mandate, and to discount bills and promissory notes on the request of the partners for the time being made in accordance with the mandate.

(c) The partners authorise the Bank to accept by way of pledge or deposit as security or for safe custody anything belonging to the partnership on the instructions of the partners for the time being made in accordance with the mandate, and to deliver upon the said instructions anything so accepted or held on account of the partnership.

(d) All liability of the partners to the Bank is joint and several.

(e) Upon any change in the constitution of the partnership, the partners will sign a new mandate.

(f) A mandate remains in force and may be acted upon by the Bank until it has been revoked in writing by all or other of the signatories or until it has been revoked in writing by all or any of the signatories or until it has been replaced by a new mandate.

Joint Accounts

17) In the event of two or more Customers holding a joint account the following additional provisions apply.

(a) The holders of a joint account authorise the Bank to pay or deliver to or to the order of the survivors or survivor or the executors or administrators of such survivor any monies standing to the credit of their joint account.

(b) All liability on a joint account is joint and several

Cheque Books

18) Cheque books are issued subject to the following conditions:

(a) The Customer agrees to look after and use the cheque book and any cheque form with utmost care.

(b) The Customer further agrees to ensure:-

i) that all uncompleted cheque forms are kept in safe custody at all times;

ii) that the Bank is informed immediately upon discovery by the Customer that any cheque book or any cheque form has been stolen, lost or mislaid

iii) that any person preparing the cheque is authorised to do so.

iv) that any cheque is prepared and signed in ink or other indelible writing materials

v) that the amount of any cheque is written as neatly as possible to the left side of the form to prevent any addition of unauthorized letters or figures.

vi) that any cheque and any alteration is signed by an authorised signatory.

vii) that no uncompleted cheque is given to any stranger or other person when the Customer does not have reasonable grounds for believing him to be trustworthy.

viii) that only cheques overprinted with an account number are used for that particular account.

(c) The Customer is advised that;

i) where possible any completed cheque should be crossed with two distinct lines in order to make the cheque negotiable only through a Bank; and

ii) should be added to the crossing in order to make the cheque negotiable only through that particular Bank.

(d) on receipt, in a form accepted by the Bank, of a notice from the Customer to stop payment of a cheque, the Bank will record the notice.

The Bank is not responsible if such notice is not acted on otherwise than through negligence. If by reason of negligence a cheque is in fact paid after receipt of such notice, the Bank will repay the Customer upon proof to its satisfaction that the payment has not discharged or partially discharged any liability of the Customer to any party to the cheque and receipt of an assignment of the Customer's rights against all such parties but not otherwise. The Customer will give the Bank all assistance necessary to the enforcement of the assigned rights. If reasonable assistance is not forthcoming, or if it is proved that the payment has discharged an obligation of the Customer, the Bank may re-debit the Customer together with costs of the action and is entitled to be paid this amount.

(e) upon closure of any account or if the Customer wants the account or accounts to be transferred to other branch or branches, the Customer will return to the Bank any remaining unused cheque leaves relating to the account. The Bank reserves the right to return to the Customer the value of any Revenue Stamps reimbursement for them which is obtained by the Bank.

Drawing of Cash

19) (a) The Bank will pay cash to the Customer where the cheque is signed in the presence of the teller by an authorized signatory or by authorized signatories.

(b) from the Customer or from a representative of the Customer before it makes payment. Additionally, the Bank What is unreasonable amount will depend on the circumstances of each case, such as the conduct of the Customer's account, his expected requirements of cash, the reason why a crossed cheque could not be issued Bank may take any other action to protect its own interest or that of the Customer.

(c) Where cash cheques are presented by employees or other known agents of the Customer, the following steps must be taken:

(i) The employee or agent will be identified before hand in a manner acceptable to the Bank.

(ii) A limit of such drawings will be agreed in writing with the Bank and until such limit is agreed, no drawings will be allowed under this paragraph.

(d) Where the Customer requests that payments be made under paragraph (b) and (c)above, the Customer money was received by the Customer and whether or not the order for payment was in fact the order of the Customer.

Forgery

- 21) The Bank shall not be liable in any way to the Customer for having honoured even negligently any cheque the signature or the content of which has been forged if:
 - (a) The Customer has facilitated such forgery either by failure to comply with any of the conditions contained in Clause 18 hereof or by negligence in any other way; or
 - (b) There has been a previous forgery of any cheque of the Customer without the Customer having objected to
 - (c) The forgery has been perpetrated by an employee, servant, agent, contractor or persons known to the Customer

Safe Custody of Deposits

- 22) Any article received by the Bank for storage or storekeeping is received on the following terms:
 - a) The article is received by the Bank for the Account of depositor.
 - b) The article is received by the Bank at the sole risk of the depositor as regards any damage to or loss of the article through any cause whatsoever including but not limited to moth, vermin, heat or leakage, and the Bank accepts no responsibility for any such damages or loss except in so far as this Clause expressly provides to the contrary.
 - c) The Bank undertakes to exercise reasonable care in looking after the article and in ensuring that no unauthorised person has access thereto provided that the liability of the Bank for loss or damage of any one article and its contents (if any) attributable to the negligence of the Bank or its employees shall be limited to the sum of KES 10,000 unless the Bank has acknowledged in writing after such proof as it may require that
 - d) The Bank has a lien over the article and any such article deposited with the Bank for storage or safekeeping for an outstanding charge payable to the Bank on account of the services provided by the Bank for the storage for safekeeping of the article or any such article, and pursuant to that lien the Bank is authorised to open any package or envelope containing the article or any other such article and to exercise in respect of the article or any other such article such rights as the Bank is permitted by these General Terms and Conditions to exercise over any property over which the Bank has a lien.
 - e)demise. In the event of the death of the depositor, the Bank will release the article to the depositor’s personal charges due to the Bank in respect of the storage or safekeeping of the article.

Validity of documents

- 23) The Bank is not responsible for authenticity, validity, regularity or value of documents including but not limited to bills of lading, delivery order, consignment documents, receipts, warrants and insurance policies.

Holdings and credit in foreign currency

- 24) Subject to all laws and Government regulations applicable:-
 - a) the Bank will credit the counter-value of the Customer’s holdings in foreign currencies to accounts with its correspondents in various countries of origin.
 - b) Such accounts are in the Bank’s name but are at the Customer’s risk, and the Customer accepts responsibility affecting the accounts.
 - c) Except in the case of an assignment by the Customer to the Bank, the Customer may dispose of such funds only by means of request for cheques or transfers in the original currencies at the Bank’s option.
 - d) All credits granted in foreign currencies are also subject to this Clause.

Accounts in foreign currency

- 25) Subject to all laws and Government regulations, where an account is in foreign currency any demand on the Bank for payment from such account is properly met by the Bank issuing a draft or effecting a transfer or making payment in any manner in foreign currency at the discretion of the Bank.
- 26) Account and/or the rate of interest payable by the Bank and/or any transactions on the account and/or any other matter arising in whole or in part from the use of the account shall for all purpose be conclusive proof of the fact stated therein.

Communications

- 27) a) All notices statements, letters and other communications from the Bank may be sent to the last known address given by the Customer, and the date of the Bank’s copy of any such communication is taken to be the date of such dispatch in the absence of proof of the contrary.
- b) Any written communication from the Bank to the Customer, including but not limited to any notice given pursuant to these terms and conditions shall be deemed to have been received by the Customer, if delivered containing the communication was properly stamped and addressed and shall be deemed to have been received within seven (7) days of the date of sending.
- c) The Customer has no claim on the Bank for damages resulting from losses, delays, misunderstandings, mutilations, duplications or any other irregularities due to transmission of any communication whether to or from the Customer, the Bank or any third party, by delivery, post, fax, telegraph, telephone, telex or any other means of communication.

Marginal notes

- 28) Marginal notes contained in these General Terms and Conditions are for information purposes only and are not conclusive as the contents of the clauses they relate to.

Interpretation

- 29) In this General Terms and Conditions, the expression the “Customer” shall include any person(s), firm, partnership or corporate body.

Amendments

- 30) Any addition or alteration to these General Terms and Conditions may be made from time to time by the Bank and of which notice of such additions or alterations shall be given to the Customer in the manner as agreed between the Bank and the Customer at the time the Customer is opening an account with the Bank and the same shall be binding upon the Customer as fully as if the same were contained in these Terms and Conditions.

TO CONSOLIDATED BANK OF KENYA LIMITED

Acceptance of The General Terms And Conditions.
 These are the General Terms and Conditions referred to in the account opening Mandate signed by me/us. I/we have read and understood the terms and conditions necessary to open an account with Consolidated Bank of Kenya Limited and oblige to abide by them as amended by the Bank from time to time and notified in any appropriate manner.

Dated the.....Day of.....20.....

and which I/we accept.

Signature (Customer) _____

Signature (Customer) _____

Signature (Customer) _____

Signature (Customer) _____

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Consolidated Bank
Growing with you