



KCB BANK LIMITED

**FOREIGN ACCOUNTS TAX COMPLIANCE ACT CONSENT FORM**

I/we \_\_\_\_\_ of Residential Address

And National Identity Card/Passport No \_\_\_\_\_ having completed and signed the Kenya Commercial Bank (KCB) Account Opening Form as well as the W8 or W9 Form (the Declarations) and accepted the Terms and Conditions for Account Opening dated \_\_\_\_\_ do hereby consent and undertake as follows:

1. **THAT** the Branch Manager, KCB \_\_\_\_\_ Branch has explained to me/us the content and impact of the United States of America Congress Legislation known as the Foreign Accounts Tax Compliance Act (FATCA) on the opening and operation of my/our Account No \_\_\_\_\_ which I/we have fully understood and hereby reiterate is binding on me/us;
2. **THAT** my/our status, information and representations as disclosed in the Declarations and delivered to KCB, are true and correct;
3. **THAT** I/we shall notify KCB of any change(s) to the information provided in the Declarations not later than 30 calendar days after occurrence of the change(s);
4. **THAT** I/we shall also be responsible, if any information given in the Declarations or any updates thereto turns out to be false, erroneous and/or inaccurate;
5. **THAT** being aware of my/our obligations for the due observance, which I/we have under FATCA and all other applicable legal and regulatory requirements, I/we hereby unconditionally agree and give consent and irrevocably authorize KCB and its affiliates, so that they have the power, in the context of my/our tax obligations, to share, disseminate, exchange, provide, convey, communicate and transmit any or all information in respect of my/our status and my/our account(s) and the transactions pertaining thereto, to or with the United States Internal Revenue Service (IRS) or any other tax authority, at any time or from time to time upon requisition or otherwise;
6. **THAT** I hereby agree, irrevocably authorize, give assent and empower KCB to effectuate such instructions and directions towards my tax liabilities and, for that, to deduct or withhold any amount from my account and pay any amounts of such liability as may be required according to FATCA and all other applicable laws, regulations, agreements and directives of any local or foreign tax authority.
7. **THAT** it is my/our responsibility to ascertain whether any financial institution to which I/we intend to make any payment is participating in and/or has complied with FATCA. If I/we instruct KCB to make a payment to an account based at a financial institution which does not participate in or comply with FATCA, KCB may withhold at least 30% from the payment and shall inform me/us within 14 days after such withholding has occurred;
8. **THAT** KCB will not be liable for any loss I/we may suffer as a result of my/our failure to comply with FATCA unless that loss is caused by the Bank's gross negligence, willful default or fraud as may be determined by a Court of Law in Kenya;
9. **THAT** by executing this Consent Form, I/we hereby undertake to indemnify and hold KCB and any of its subsidiaries, agents and/or its employees free and harmless from and against all liabilities, claims,



demands, actions, proceedings, losses, expenses and all other liabilities of whatsoever nature or description which may be suffered or incurred, arising from or in connection with the implementation of the terms and conditions in this Consent Form;

- 10. **THAT** I/we will indemnify KCB and any of its affiliates against any and all loss or damages incurred as a result of my/our breach or non-compliance with these terms and conditions or any misrepresentation on my or our part;
- 11. **THAT** my/our consent herein will override any contradictory terms or consent provided by me/us under any other agreement with KCB, whether before or after the date of signing this Consent Form, notwithstanding any clause governing the variation of an earlier agreement with KCB.
- 12. **THAT** KCB reserves the right to terminate my/our banking relationship or freeze or restrict or close my/our account without any notice to me/us in the event that I/we breach any term of this Consent Form and/or on account of any misrepresentation on my/our part.

**SIGNED THIS \_\_\_\_\_ DAY OF 20 \_\_\_\_\_ BY:**

**THE CUSTOMER:**

**Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**BEFORE ME**

**NOTARY PUBLIC KCB official:**

**Name:** \_\_\_\_\_ **Signature/Stamp:** \_\_\_\_\_

OR

For Corporations/Businesses

**SIGNED THIS ..... DAY OF ..... BY:**

**DIRECTOR 1: Name :** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**DIRECTOR 2: Name :** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**BEFORE ME**

**NOTARY PUBLIC or KCB official**

**Name:** \_\_\_\_\_ **Signature/Stamp:** \_\_\_\_\_