National Bank of Malawi plc

Registered under the Banking Act 2010

CORPORATE ACCOUNT OPENING APPLICATION

A. Type of Account *(Tick where appropriate)*

Corporate Current ☐ **Clubs/Societies** Savings ☐ Current ☐

SME Savings ☐ Current ☐ **Partnership** Savings ☐ Current ☐

Other (Specify) .....

Checklist

- ☐ Completed Account Opening Form
- ☐ Valid Registration Certificate / Certificate of Incorporation
- ☐ Board Resolution if Limited Company
- ☐ Memorandum and Articles of Association (MEMART)
- ☐ Copy of IDs for directors / Signatories
- ☐ Sketch Map for place of business or residence
- ☐ Utility Bill (Water/Electricity) for business premises or place of residence for directors/signatories
- ☐ Partnership Agreement if business is registered as a partnership
- ☐ Copy of Constitution and Minutes if clubs and Societies
- ☐ MITC/International Trade Certificate (Foreign Companies)
- ☐ TEP or Permanent Residence if director/signatory is non-Malawian

B. Particulars of Company/Organisation

Registered Name: .....

Residence: ..... Country of Incorporation: .....

Registration Number: ..... Date of Incorporation: .....

Tax Payer Identification Number (TPIN): .....

C. Contact Details

Physical Address: ..... Post Code: .....

Postal Address: ..... Mobile No.: ..... Tel No.: .....

Town: ..... City: ..... Country: .....

Email Address: ..... Website: .....

Preferred Email(s) for e-Statements: .....

Head Office Address (for the Company/Organisation)

Postal Address: .....

Physical Address: .....

Tel No.: ..... Email Address: .....

Tax Type: ☐ Corporate Tax ☐ Withholding Tax

D. Business Information

Business Activity: .....

Source of Capital: .....

Number of Employees: .....

Expected Annual Turnover: .....

E. Additional Information if Business is Registered in Foreign Country

Registered name in Foreign Country:

……..

Identification/Registered Number: ……

Head Office Address: ……

Country of Registration (If USA complete FATCA Forms): ……..

Tel No.: ……..……..…… Email Address: ..……..

Physical Address: ……...

Bankers: ……..

F. Other Bank Accounts Held

	Account Name	Account Number	Bank Name
1.			
2.			
3.			
4.			

G. List of Senior Management of Your Company

Name	Position	Phone No.	ID Type	ID Number	NBM Account No. (If Available)

H. List of Directors of Your Company (For Limited Company only)

Name	Position	Phone No.	ID Type	ID Number	NBM Account No. (If Available)

I. Related Parties (Other Businesses)

	Related Part 1	Related Party 2
Registered Name		
Type of Business		
Physical Address		
Postal Address		
Email Address		
Phone Number		
Account Number		
Annual Turnover		

J. Beneficial Owners

Beneficial Owner 1

Name: …… Nationality: ……..

ID Type: …… ID Number.: ……..

Issue Date: …….…… Expiry Date: ……..…… Issuing Authority: ……

Date of Birth: …… Occupation: …….. Phone: ……

Place of Residence: …… Postal Address: ……..

Email: ……..……..…….. Percentage Ownership: ……

Direct Ownership: ☐ Indirect Ownership: ☐

Beneficial Owner 2

Name: …… Nationality: ……..

ID Type: …… ID Number.: ……..

Issue Date: …….…… Expiry Date: ……..…… Issuing Authority: ……

Date of Birth: …… Occupation: …….. Phone: ……

Place of Residence: …… Postal Address: ……..

Email: ……..……..…….. Percentage Ownership: ……

Direct Ownership: ☐ Indirect Ownership: ☐

Beneficial Owner 3

Name: …… Nationality: ……..

ID Type: …… ID Number.: ……..

Issue Date: …….…… Expiry Date: ……..…… Issuing Authority: ……

Date of Birth: …… Occupation: …….. Phone: ……

Place of Residence: …… Postal Address: ……..

Email: ……..…….…….. Percentage Ownership: ……

Direct Ownership: ☐ Indirect Ownership: ☐

Beneficial Owner 4

Name: …… Nationality: ……..

ID Type: ……..…… ID Number.: ……..

Issue Date: ……..…… Expiry Date: ……..…… Issuing Authority: ……

Date of Birth: …….. Occupation: …….. Phone: ……

Place of Residence: …… Postal Address: ……..

Email: ……..…….…….. Percentage Ownership: ……

Direct Ownership: ☐ Indirect Ownership: ☐

K. Electronic Products and Services

1) Mobile Banking ☐ Mo626*ice*

Services Required:

Mandatory	*Optional*
☐ Balance Enquiry	☐ Funds Transfer/Third Party Payment
☐ Mini Statement	☐ Stop Payment
☐ PIN Change	☐ Cheque Book Request
	☐ Mobile Top Up
	☐ Bill Payment

2) Visa Debit Card ☐ **Classic**

3) Internet Banking (BankNet360)

Main Operating Account Number | | | | | | | | | | | | | |

Super User Details: *A Super User is an individual within the organization who is given full and complete access rights to the platform. This role may also be delegated to the Bank on the Company's behalf.*

Super User Name: ……

Email Address: ……

Contact Numbers: ……

Other Users and Access Rights:

Full Name: ……

Email Address: ……

Contact Number: ……

Access Level: ☐ View Only ☐ Inputter ☐ Authoriser

4) Merchant Onboarding ☐ POS Merchant ☐ Mo Pay Merchant

5) e-Statement ☐

Security Question *(Clearly write or tick what security question you have provided stands for)*

Father/Mother's First Name ☐ .....

Pet's Name ☐ .....

Village Name ☐ .....

Other ☐ .....

L. Sketch Map to Business Premises

Terms and Conditions for the Account

1. Deposits

1.1. We will accept for deposit to your account all cash, cheques and other items payable to you.

1.2. The proceeds of cheques and other similar items deposited will only be available as cash when paid or cleared. (This situation arises because when you deposit a cheque or other item the amount is provisionally credited to your account before payment.)

2. Deposits Reversed

2.1. We will debit your account with the amount of a cheque or other item deposited that is unpaid.

2.2. We will debit your account with the amount of any cheque or other item deposited into your account by the Bank to which you are not entitled and may pay the amount to the owner thereof, whether your account is in credit or debit and we will advise you of our action taken.

3. Payments

3.1. We will make payment from your account on your instructions only if there are sufficient funds available.

3.2. By prior written arrangement, you may instruct us by means of computer or other electronic equipment to make payments from your account and we will debit your account with the amounts concerned.

4. Interest and Charges

4.1. We will charge you interest on any overdrawn balances. Details of such charges are available on request.

4.2. We will charge you for various services provided, but details of such charges are available on request or in relevant brochures.

4.3. We reserve the right to vary charges and interest rates from time to time but notice of such changes would be given to you.

5. Statements

5.1. We will provide you with regular statements of your account on request.

5.2. If you fail to notify us timeously of forged or unauthorized entries on your account and this results in further losses taking place, we will be entitled to refuse to refund the further losses to you, provided that we have not been negligent or breached our duty of care.

6. Overdrafts

6.1. If your account is overdrawn without suitable arrangement, we may set it off from any other account(s) held by you.

6.2. A certificate signed by a manager of our bank containing details of an amount, including interest, owed by you will be sufficient proof thereof unless the contrary is proved.

6.3. We shall regard the latest postal or residential address given by you to us as the address where notices may be given and documents in legal proceedings may be served.

6.4. If necessary, we may take legal action against you in a Court of Law in Malawi.

6.5. You will be responsible for payment of all reasonable expenses in recovering any amounts you owe us, including legal fees on an attorney and on client basis, collection fees and tracing fees.

7. Closing of Account

7.1. We will close your account on receipt of a request in writing signed by you to do so.

7.2. We reserve the right to close your account on reasonable prior notice if in our opinion it has been conducted in an unsatisfactory manner.

8. Credit Record

8.1. We may make enquiries about your credit record with any credit reference agency or any other party, where available.

8.2. We may provide credit reference agencies with regular updates regarding the conduct of your account including any failure on your part to meet these terms and conditions, where agencies are present.

9. Confidentiality

9.1. We will treat your personal information as private and confidential (even when you are no longer a customer). Nothing about your accounts nor your name and address will be disclosed to anyone, rather than in four exceptional circumstances permitted by the applicable law. These are:

- Where we are legally compelled to do so;
- Where it is in the public interest to disclose;
- Where our interest require disclosure (This will not be used as a reason for disclosing information about you or your accounts,

including companies in our group for marketing purposes).

- Where disclosure is made at your request or with your written consent.

10. Digital Channels

10.1. The Service

10.1.1. The service is designed to allow National Bank of Malawi customers to enquire balances, transactions, top up mobile phone units, inform user of transaction movement in accounts and various other facilities related to the product as will be introduced from time to time.

10.1.2. The customer shall follow National Bank of Malawi Security Procedures at all times to avoid unauthorized access to the National Bank of Malawi login information.

10.1.3. National Bank of Malawi does not guarantee that the service or the use thereof by the customer will be uninterrupted.

10.2. Termination

10.2.1. National Bank of Malawi shall cease to provide the Service to the customer if the customer ceases to be a National Bank of Malawi customer or otherwise ceases to utilize the system for any reason or National Bank of Malawi reasonably believes that the Service is not of value to a customer who has not used it for a period of at least 3 months. National Bank of Malawi may also cease to provide the service where the customer uses the service for fraudulent purposes or commits gross negligence in the operation of the service.

10.2.2. This agreement may be amended to include a development in, or to reflect a change in the law including any code of practice (or the way in which they are applied) or to correct a mistake.

10.2.3. National Bank of Malawi shall inform the customer of any change by sending an e-mail, separate written notice or by advertising on its broadcast.

10.2.4. National Bank of Malawi shall give at least one month's prior notice for any amendment to this Agreement.

10.3. Disclaimer

10.3.1. National Bank of Malawi shall not be liable for any losses the customer may suffer on any Account if the Account is subject to unauthorized access or an unauthorized transaction unless that unauthorized access or unauthorized transaction is caused by the Bank's negligence.

10.3.2. National Bank of Malawi shall not be liable for funds transfers initiated by the customer to wrong account numbers.

10.3.3. Should the customer believe that there has been any unauthorized access or any unauthorized transaction affecting their account, the customer shall inform National Bank of Malawi immediately by phone followed by written confirmation and provide the Bank with reasonable assistance to investigate the position in accordance with National Bank of Malawi's procedures. The customer hereby agrees to provide National Bank of Malawi with all the assistance, technical or otherwise, which National Bank of Malawi may need in the said investigation.

11. General

11.1.1. We may check by reference to third parties the correctness of details given in the application form you have completed for opening of the account.

11.1.2. You may not transfer the account into the name of another person.

11.1.3. You must notify us immediately if you are placed under receivership or sequestration or placed under any other form of insolvency or legal disability.

11.1.4. You must notify us immediately of any change in any of the details you provided to us when you opened the account.

11.1.5. We reserve the right to amend these terms and conditions and will give you notice thereof in writing.

12. Governing Law

This agreement shall be governed by the laws of Malawi and the parties here to consent to exclusive jurisdiction of the Malawi courts in all matters regarding it.

We agree to all the foregoing information and all the above Terms and Conditions for all the products.

I/We, ... declare that the information I/We have given is true and I/We will be liable for any information or part thereof, which is false. I/We understand that in the

event of the discovery that the information given is false: the Bank will be justified to close the account and report the same to relevant authorities without giving notice whatsoever.

I/We, ... declare that I/We have understood all the terms and conditions herein.

Name	Designation	Signature	Date

A. Our Commitment to Protect Your Privacy

1 National Bank of Malawi plc recognizes the importance of the personal information entrusted to us. It is one of our fundamental responsibilities as a bank to ensure that we protect the information entrusted to us by our clients and stakeholders.

B. Scope of Privacy Statement

2. This Privacy Statement provides information about the collection, processing and protection of your personal data by National Bank of Malawi Plc ("Bank", "We" or "Our"). It outlines the reasons for processing your personal data, the way we collect, handle and ensure protection of your personal data, how your personal data is used and what rights you have in relation to your personal data.

C. What is personal information and what types of personal information do we collect

Personal information is any information from which you can be identified. The personal information we may collect about you includes:

- Name, Age, gender, sex, and identifying numbers
- Contact details (including physical and email address, telephone number)
- Employment and income details and other financial information
- Other personal information including your biometric details, race or ethnic origin, criminal history and behavior, medical history and health details, religious or political beliefs.

D. How we collect Your personal information

3. We will collect personal information directly from you or by telephone or through online channels such as our website, mobile applications, internet banking or electronic messaging platforms
4. We also collect personal information about you from other sources where lawful and reasonable, such as reputable third parties that you deal with or that the Bank interacts with for the purposes of conducting its business. These third parties include:
    - Employers, advisers, agents, trustees, executors, and appointed third parties including lawyers and contractors,
    - Government departments, regulatory authorities, courts of law and law enforcement agencies, and tax authorities,
    - Service providers including payment processors, card network providers, debt collection and tracing agencies, credit agencies, public and private date verification providers including data registries, search engines and social media.
5. If you are a third-party service provider, we may collect personal information about you as a data subject to ensure that the business relationship and all matters relating to the agreement between you and us can be fulfilled. You, therefore, warrant that if you provide us with any personal information about other data subjects such as employees, shareholders or your directors, you are authorized to share their personal information with us for purposes set out in this statement.
6. Providing your personal information with us is voluntary. However, it may be mandatory under certain circumstances such as when you apply for products and/or services or comply with anti-money laundering legislation. If you fail to provide us with your personal information when requested, we may not be able to provide the products or services to you or comply with our legal and regulatory obligations.
7. Whenever you provide us with information of third parties, you must inform them that you need to disclose their personal information with us. We will process the information in accordance with this statement.

E. Purposes for which we process your Personal Information

The Bank processes your personal information for any of the reasons below:

8. **Contract requirements:** We will process your personal information if it is required to conclude or perform under a contract or agreement with you for a product or service that you have applied for either with us or our business partners with whom we have entered into a partnership or other arrangement for purposes of
    a) Providing products and services to you that involve opening and maintaining your account, processing transactions, administering claims

where applicable, collecting payments due to us by you, managing our risks and maintaining our overall relationship with you and other operational purposes.

b) Communicating with you regarding the products or services you have with us including assessing your suitability for products and services.

c) Conducting credit assessments including conducting credit checks, and setting credit limits

9. **Lawful Obligations:** We may need to process your personal information for the following purposes;

   a) To detect, prevent, investigate and/or aid in the prosecution of crime in any jurisdiction (including, without limitation, theft, money laundering, terrorism financing, fraud, corruption and other financial crimes or other potentially illegal activity or activity that could lead to loss);

   b) To complete checks required for compliance purposes including Identity verification and due diligence checks;

   c) Enforcing financial or other legal obligations, including without limitation the collection of amounts outstanding from you and your provision of security for facilities obtained from the Bank;

   d) To comply with local or foreign law, regulations, directives, judgments or court orders, government sanctions or embargoes, reporting requirements under financial services legislation, and demands of any authority, regulator, tribunal, enforcement agency, or exchange body.

10. **Legitimate Interest**: We may also process your Personal information in the regular management of our business and to protect the interests of the Bank, its subsidiaries, clients, depositors, shareholders, employees and other third parties, as well as where it is in our legitimate interests to seek professional advice, including, in connection with any legal proceedings (including any prospective legal proceedings), for obtaining legal advice or for establishing, exercising or defending our legal interests.

11. **Consent:** In addition to the reasons given above, we may process your personal information where we have your specific consent for a defined purpose. We will also seek your consent to process your personal information where applicable laws and regulations require it.

F. To whom we may disclose your Personal information

12. The Bank and its employees may disclose your Personal Data to any of the following third parties for any of the purposes specified above:

   (a) Professional advisors (including auditors, and lawyers), third party service providers, agents or independent contractors providing services to support the Bank's business;

   (b) Our business alliance partners who may provide their product or service to you;

   (c) A merchant or a member of a card association where the disclosure is in connection with use of a card;

   (d) Upon your death or mental incapacity, your legal representative and their legal advisors, and a member of your immediate family for the purpose of allowing him/her to make payment on your account;

   (e) Any security provider or any person legally authorised to operate your account and to act on your behalf in giving instructions, to perform any other acts under our banking agreement or use any of the Bank's products on your behalf;

   (f) Any person to whom disclosure is allowed or required by local or foreign law, regulation or any other applicable instrument;

   (g) Any court, tribunal, regulator, enforcement agency, exchange body, tax authority, or any other authority (including any authority investigating an offence) or their agents;

   (h) Any debt collection agency, credit bureau or credit reference agency, rating agency correspondents, insurer or insurance broker, direct or indirect provider of credit protection and fraud prevention agencies;

   (i) Any financial institution to conduct credit checks, anti-money laundering related checks, for fraud prevention and detection of crime purposes;

   (j) Anyone we consider necessary to facilitate requests for services or applications for products with any member of the Bank;

13. We may transfer your personal information to other jurisdictions for any of the purposes outlined in this statement. When we do, we will ensure that appropriate safeguards are in place to protect your personal information.

14. We take extra care in sharing your personal information with the third parties and we will enter into suitable contracts with the parties with whom we share your information to ensure that your rights under the relevant data protection laws are upheld.

G. Security

15. The security of your Personal Data is important to us and we take reasonable steps to keep your personal information safe and to safeguard against loss, destruction and alteration of and damage or unauthorized access to and disclosure of to your, disclosure, alteration or destruction of your personal data. Regardless of where Personal Data is transferred or kept, we take all steps reasonably necessary to ensure that personal data is kept securely.
16. You should be aware that the Internet is not a secure form of communication and sending us any Personal information over the Internet carries with it risks including the risk of access and interference by unauthorised third parties. You should, therefore, only share your personal information through our authorized channels.

H. Retention

17. We retain your personal data in line with our legal and regulatory obligations and for business and operational purposes.

I. Automated decisions and Profiling

18. We may use automated decision-making processes including profiling, including behavioral analysis, to assist us to provide you with better services, to make decisions and to prevent money laundering, terrorism, fraud and other financial crime, for example using profiling may help us to try and detect whether use of your credit card may be fraudulent. If any profiling will result in an automated decision relating to you, we will let you know and you will have the right to discuss the decision with us.

J. Marketing

19. We may use your Personal Data:

    (a) To conduct market research and surveys with the aim of improving our products and services;
    (b) For marketing purposes, promotional events, competitions and lucky draws.

20. We process your Personal Data for these purposes because it is in the interest of our business to do so as it helps us to improve our products and services and generating business. If you no longer wish to be contacted for marketing purposes, you may opt out of receiving our marketing communication by following the instructions contained in any marketing communication you receive. You can also opt out by contacting us through any of the channels available on our website or by contacting your Service Centre or relationship manager. If you ask us not to send you marketing material or other promotional or research material, we will retain a record of that request to ensure that you do not receive any more marketing and promotional material.

K. Monitoring

21. To the extent permitted by law, we may record and monitor your electronic communications with us to ensure compliance with our legal and regulatory obligations and internal policies for the purposes outlined above.

L. Your Rights

22. Subject to applicable law, regulations and/or banking industry guidelines, you have the following rights in relation to the processing of your personal information:

    i. Right of access
    You have the right to request the Bank for copies of the personal information processed in relation to you. The Bank may charge a fee for this.

    ii. Right to rectification
    You have the right to request the Bank to correct any information that you believe is inaccurate. You also have a right to request the Bank to complete any information about you that you believe is incorrect.

    iii. Right to erasure (‘right to be forgotten’) You have the right to request that we erase any Personal information about you. This is not an absolute right, and depending on the legal basis that applies, we may have overriding legitimate grounds to continue to hold and process the data.

    iv. Right to object
    You have the right to object to processing of personal information on grounds relating to your situation. This right is not absolute and we may continue to use the data if we can demonstrate compelling legitimate grounds. If you have any concerns about how we process your personal information, please discuss this at your branch or with your Relationship Manager. We may not be able to offer you any services if you do not want us to process the Personal information we consider necessary to process in order to provide the services

v. Right to Restrict Processing
You have a right to request the Bank to restrict the processing of your personal information under certain conditions, such as when the accuracy of your Personal Information is contested.

vi. Right to be informed
You have the right to be informed that your persona information is being collected by us or has been accessed or acquired by an unauthorized person(s).

vii. Right not to be subject to Automated decision-making process
You have the right not to be subject to Automated decision-making processes in respect of an application for products and/or services except under certain circumstances. You also have the right to request reasons or make representations to us if your application for products or services is refused.

viii. Right to Data portability
You have a right to request the Bank to transfer your personal information to another organization, or directly to you under certain conditions.

23. These rights may be restricted where your personal information is being processed for the detection, prevention, investigation or prosecution of a criminal offence or execution of a criminal penalty, judicial proceedings, enforcement of a civil law claim or the protection of your rights or the rights and freedoms of another person.

M. Changes to this Privacy Statement

24. This Privacy Statement may be updated from time to time and where this happens, you will be notified accordingly.

N. Linked Websites

25. Our Privacy Statement does not apply to third-party websites where our online advertisements are displayed or to linked third-party websites which we do not operate or control.

O. How to Contact us

26. If you wish to exercise any of your rights under the Data Protection Act, 2024 or if you have any questions, concerns or you would like to submit a complaint regarding the collection, use and protection of your personal data please contact us

- through the Bank's toll-free line **626**
- Visit any of our Service Centres
- Email at dpo@natbankmw.com

27. If you feel that the Bank has not addressed your concerns to your satisfaction, you have the right to lodge a formal complaint with the Data Protection Authority on
Email: info@dpa.mw
Phone: +265 991802180

By signing this statement, I/we confirm that I/we have read and understood the contents of this Statement and give my/our explicit consent to National Bank of Malawi plc for the processing of my/our personal information as outlined in this statement.

Consent *(Please tick either Yes or No for each consent option)*	**Yes**	**No**
I/we authorise the Bank to collect, use, and process my/our personal data.	☐	☐
I/we agree to receive marketing communications from the Bank regarding its products, services, and special offers.	☐	☐
I/we permit the Bank to share my/our personal information within the Group for marketing purposes, and I/we understand that the Group may use this information to promote its products, services, and special offers to me/us.	☐	☐
I/we allow the Bank to contact me/us for research purposes, with the understanding that all research teams engaged will handle my/our information confidentially and in accordance with strict codes of conduct.	☐	☐
I/we consent to the Bank carrying out further processing of my/our personal data, including advanced analytics, profiling, and automated decision-making, where such processing may have legal or similarly significant effects on me/us.	☐	☐

I/we consent to the transfer of my/or personal data outside Malawi to jurisdictions where the Bank, its subsidiaries, service providers or partners operate, for purposes including account management, transaction processing, information technology support, regulatory compliance, and customer service. I/we understand that appropriate safeguards are in place to protect my/our personal data and that I may withdraw this consent at any time by contacting the Bank.	☐	☐

Name	**Designation**	**Signature**	**Date**

FOR NATIONAL BANK OF MALAWI plc USE

Account has been ☐ Approved ☐ Declined

If approved, captured in **T24** by:

Inputter: …… Signature: …… Date: ……

Authoriser: …… Signature: …… Date: ……

Mo626*ice* has been ☐ Approved ☐ Declined

If approved: Inputter: …… Signature: …… Date: ……

Authoriser: …… Signature: …… Date: ……

Visa Debit Card has been ☐ Approved ☐ Declined

If approved: Inputter: …… Signature: …… Date: ……

Authoriser: …… Signature: …… Date: ……

BankNet360 has been ☐ Approved ☐ Declined

If approved: Inputter: …… Signature: …… Date: ……

Authoriser: …… Signature: …… Date: ……

Visa POS/MO Pay has been ☐ Approved ☐ Declined

If approved: Inputter: …… Signature: …… Date: ……

Authoriser: …… Signature: …… Date: ……

e-Statement has been ☐ Approved ☐ Declined

If approved: Inputter: …… Signature: …… Date: ……

Authoriser: …… Signature: …… Date: ……

Scanned in **DocSync** by:			
Inputter: ……		Signature: ……	Date: ……
Authoriser: ……		Signature: ……	Date: ……
Service Centre Manager	Name: ……	Signature: ……	Date: ……

APPENDIX 1: APPOINTMENT OF BANKERS – SOLE PROPRIETORSHIP

A/C Name: .....

A/C Number:

To: **NATIONAL BANK OF MALAWI**

Service Centre: ……..……..……

Date: ……..……

1. Authority to open accounts

I, the undersigned, request and authorize you to open an account or accounts in my business name (if different) specified below and at any time subsequently to open such further accounts in my business name of whatever nature as I may direct.

2. Authorization and requests

I authorize and request you

2.1 To honor instruments /instructions etc

To honor and comply with all payment instructions signed or issued by me or my authorized signatory whether my account (s) are in credit or debit may become overdrawn in consequence or otherwise but without prejudice to your right to refuse to allow any overdraft or increase of overdraft beyond any specified overdraft limit from time to time.

To act on any instruction with regard to the purchase or sale of or other dealings in securities or documents or any foreign currency, to accept and act on any application or request for the issue of any letter of credit, guarantee, indemnity or counter-indemnity and any instructions in relation to any letter of credit, guarantee, indemnity or counter-indemnity and to act on any instructions with regard to any other transactions of any kind or with regard to any of my account in every case whether any of my accounts is or are in credit or in debit or may become overdrawn in consequence or otherwise but without prejudice to your right to refuse to allow any overdraft beyond any specified limit from time to time.

2.2 To honor order to withdraw money

To honor and comply with any orders to with any orders to withdraw any or all money on any account or accounts in my name and instructions to deliver, dispose of or deal with any securities deeds or other property (including security boxes and their contents) whatsoever from time to time in your possession for my account or accounts whether by way of security or safe custody or otherwise.

2.3 To grant overdraft facilities etc

To grant overdraft, loan or other credit facilities or accommodation for my account or accounts, and by way of security to accept any document signed or executed by me creating or evidencing any charge, mortgage or pledge over or in respect of any securities, deeds documents or other property (including security boxes and their contents) whatsoever from time to time in your possession for my account or accounts whether by way of security or safe custody or otherwise

In the event of an overdraft, interest shall be charged at rates determined by the Bank from time to time, calculated on daily balances and debited monthly. The Bank shall provide the applicable rate upon request.

3. Bank's Rights.

Nothing in this agreement limits the Bank's rights of lien, set-off, or any other legal rights over my accounts or assets.

4. Closure of Account.

The Bank may close any account by giving seven (7) days' written notice. However, the Bank reserves the right to close the account immediately without notice in cases of suspected illegal activity.

5. Statements of accounts

I agree that I will examine all statements supplied by you seeing out transactions on any of my accounts and agree that unless I object in writing to any of the matters contained in such statement within (14) days of the date of such statement, I shall be deemed conclusively to have accepted all the matters contained in such statement are true and accurate in all respects.

6. These terms shall apply to all accounts held by me with the Bank unless otherwise agreed in writing.

7. Constitution and other signatories

I undertake to notify the Bank of any changes to my business structure which affects the authorized signatories.

8. Personal account

Any personal account held by me with the Bank shall remain separate from my business account unless otherwise agreed.

9. Specimen Signature

The following signature operates as my specimen signature.

Name	Signature

Name in Full: .....

Address: .....

Business Name: .....

Registration Number: .....

Copy of registration certificate of business attached

APPENDIX 2: APPOINTMENTS OF BANKERS – PARTNERSHIPS

A/C Name: .....

A/C Number:

To: **NATIONAL BANK OF MALAWI**

Service Centre: …….....……..…….

Date: …….....……

1. **Authority to open accounts**

We, the undersigned, request and authorize you to open an account or accounts in my business name (if different) specified below and at any time subsequently to open such further accounts in my business name of whatever nature as I may direct.

2. **Authorization and requests**

We authorize and request you

a. <u>To honor instruments /instructions etc.</u>

To honor and comply with all payment instructions signed or issued by me or my authorized signatory whether my account (s) are in credit or debit may become overdrawn in consequence or otherwise but without prejudice to your right to refuse to allow any overdraft or increase of overdraft beyond any specified overdraft limit from time to time.

To act on any instruction with regard to the purchase or sale of or other dealings in securities or documents or any foreign currency, to accept and act on any application or request for the issue of any letter of credit, guarantee, indemnity or counter-indemnity and any instructions in relation to any letter of credit, guarantee, indemnity or counter-indemnity and to act on any instructions with regard to any other transactions of any kind or with regard to any of my account in every case whether any of my accounts is or are in credit or in debit or may become overdrawn in consequence or otherwise but without prejudice to your right to refuse to allow any overdraft beyond any specified limit from time to time.

b. <u>To honor order to withdraw money</u>

To honor and comply with any orders to with any orders to withdraw any or all money on any account or accounts in my name and instructions to deliver, dispose of or deal with any securities deeds or other property (including security boxes and their contents) whatsoever from time to time in your possession for my account or accounts whether by way of security or safe custody or otherwise.

c. <u>To grant overdraft facilities etc</u>

To grant overdraft, loan or other credit facilities or accommodation for my account or accounts, and by way of security to accept any document signed or executed by me creating or evidencing any charge, mortgage or pledge over or in respect of any securities, deeds documents or other property (including security boxes and their contents) whatsoever from time to time in your possession for my account or accounts whether by way of security or safe custody or otherwise

In the event of an overdraft, interest shall be charged at rates determined by the Bank from time to time, calculated on daily balances and debited monthly. The Bank shall provide the applicable rate upon request.

3. **<u>Bank's Rights.</u>**

Nothing in this agreement limits the Bank's rights of lien, set-off, or any other legal rights over my accounts or assets.

4. **Closure of Account.**

The Bank may close any account by giving seven (7) days' written notice. However, the Bank reserves the right to close the account immediately without notice in cases of suspected illegal activity.

5. **Statements of accounts**

I agree that I will examine all statements supplied by you seeing out transactions on any of my accounts and agree that unless I object in writing to any of the matters contained in such statement within (14) days of the date of such statement, I shall be deemed conclusively to have accepted all the matters contained in such statement are true and accurate in all respects.

These terms shall apply to all accounts held by me with the Bank unless otherwise agreed in writing.

6. **Constitution and other signatories**

I undertake to notify the Bank of any changes to my business structure which affects the authorized signatories.

7. **Personal account**

Any personal account held by me with the Bank shall remain separate from my business account unless otherwise agreed.

8. **Specimen Signature**

The following signature operates as my specimen signature.

Name	Signature

Name in Full: .....

Address: .....

Business Name: .....

Registration Number: .....

Copy of registration certificate of business attached

APPENDIX 3: APPOINTMENTS OF BANKERS – NGOs, ASSOCIATIONS, CLUBS & SOCIETIES

A/C Name: .....

A/C Number:

To: **NATIONAL BANK OF MALAWI**

Service Centre: …….....

Date: …….....

*This appendix must be accompanied by the Board Resolution of the NGO, Association, Club and/or Society authorizing opening of an account.

1. **Authority to the Bank.**

The Bank shall honor all payment instructions and transaction on behalf of the Customer, subject to satisfactory signing mandate.

2. **Signing Authority and Specimen Signatures.**

All transactions must be authorized by the designated officer bearers in accordance with the mandate provided to the Bank.

A list of authorized signatories and their specimen signatures shall be provided and updated as necessary.

3. **Transactions and Dealings.**

The Bank may act on instructions relating to payments, securities, foreign exchange, and other financial transactions as authorized by the Customer**.**

4. **Interest.**

Interest on overdrafts shall be charged at rates determined by the Bank from time to time.

5. **Validity.**

The mandate shall remain in force until replaced by a duly passed resolution communicated to the Bank.

6. **Accompanying Documents.**

This Appendix shall be accompanied by:

a) Copy of Constitution.
b) A full list of the present signatories with their respective signatures (the position of each signatory, e.g. Chairman, Secretary, Treasurer should be stated after each name)

APPENDIX 4: APPOINTMENTS OF BANKERS – CORPORATE CURRENT ACCOUNT

A/C Name: .....

A/C Number:

To: **NATIONAL BANK OF MALAWI**

Service Centre: ……

Date: ……

Registered Name of the Company……

Registered Office ……

……

Address for correspondence (if different from above) ……

……

Authority to open account

We request and authorize you to open an account or accounts in the name of the Company.

Resolutions of board of directors

We certify that at a meeting of the directors of …….....

……..……... (name of Company) duly convened and held at .....

on the ……day of ……the following resolutions were duly passed:

1. **To open bank account**
   That an account or accounts be opened with National Bank of Malawi ("the Bank") at …… Service Centre.

2. **Authority to the Bank**
   That the Bank be authorized and instructed:

   (a) to honor instruments etc.

   The Bank may honor all instruments and instructions signed in accordance with the authorized mandate.

   (b) To accept application for letter of credit etc.

   To accept and act on any application or request for the issue of any letter of credit, guarantee, indemnity or counter indemnity and any instructions in relation to any letter of credit, guarantee, indemnity or counter-indemnity and to act on any instructions with regard to any other transactions of any kind of the Company or with regard to any such account or account, in every case whether the account or accounts of the Company is or are in credit or in debit or may in consequence become overdrawn or otherwise (but without prejudice to the Bank's right to refuse to allow any overdraft or increase of overdraft beyond any specified limit from time to time) provided that the same are signed by the officer or officers of the Company or other person as specified below under the heading 'Signed by"

   (c) To act on instructions on dealings with securities etc.

   To act on any instructions with regard to eh purchase or sale of or other dealings in securities or documents of the Company or any foreign currency, in any case whether the account or accounts of the Company is or are in credit or debit or may in consequence become overdrawn or otherwise (but without prejudice to the Bank's right to refuse to allow any overdraft or

increase of overdraft beyond any specified limit from time to time) provided that the same are signed by the officer or officers of the Company or other persons as specified below under the heading “Signed by”

(d) To honour orders to withdraw money etc.

To honour and comply with any orders to withdraw any or all money on any account or accounts of the Company with the Bank and with instructions to deliver, dispose of ordeal with any securities, deeds or documents or other property (including security boxes and their contents) whatsoever form time to time in the Bank’s possession for the account or account of the Company whether by way of security or safe custody or otherwise provided that the same are signed by the officer or officers of the Company or other persons as specified below under the heading “Signed by”

(e) Authority of directors and other officers

Instructions

The Bank may honor all instructions signed in accordance with the Mandate provided by the Company.

Letter of credit, guarantee etc.
That an application or request for the issue of any letter of credit, guarantee indemnity or counter-indemnity or any instructions in relation to any letter of credit, guarantee, indemnity or counter-indemnity or any instructions in regard to any other transactions of any kind of the Company or with regard to any account or accounts in the name of the Company with the Bank be effective if signed for or on behalf of the company by the officer or officers of the Company or other persons as specified below under the heading “Signed by”,

Purchase or sale of securities etc.
That any instructions with regard to the purchase or sale of or other dealings in securities or documents of the Company or any foreign currency be effective if signed for or on behalf of the Company by the officer or officers of the Company or other persons as specified below under the heading “Signed by”,

Orders to withdraw money etc.
That any orders to withdraw any or all money on any account or accounts of the Company with the Bank or instructions to deal with any securities, deeds or documents or other property (including security boxes and their contents) whatsoever be effective if signed by or on behalf of the Company the officer or officers of the Company or other persons as specified below under the heading “Signed by”.

(f) Borrowing and granting security
That any …… Director(s) be and (is or are) by this resolution appointed a committee of the board with full authority:

To arrange credit facilities
To arrange with the Bank from time to time for advances to the Company by way of loan or overdraft or other credit facilities or accommodation with or without security;

To mortgage or charge assets
To mortgage or charge all or any of the assets of the Company (including goodwill and uncalled capital) and to sign, execute or authorize the affixing of the common seal of the Company to, and deliver on behalf of the Company, any documents required by the Bank from time to time relating to or securing any advances to the Company or any liabilities of the Company to the Bank.

Interest
That in the event of **any** account or **accounts of the Company with the Bank** becoming overdrawn at any time **the Bank** shall be entitled to charge compound interest on the sum by which such account is overdrawn calculated on daily balances with monthly rests and that the rate of interest charged from time to time shall be at the **Bank’s sole** discretion up to but not exceeding the rate of …….. % above the minimum commercial rate in force at that time. **The Bank** shall not be bound to notify the Company in advance of any change in the rate of interest but on receipts of a written request from **the Company the Bank** shall be obliged to specify the rate of interest being charged at the time of such request.

Changes in memorandum etc.
That the Bank be informed in writing by any Director of the Company should the Company subsequent to the execution of this mandate effect any changes in the memorandum and articles of association of the Company and that the Bank be furnished with all such evidence as it may reasonable require.

To provide list of directors etc.
That the Bank be furnished with a list of the names of the Directors, Secretary and other officers of the Company and with specimens of their signatures and that the bank be notified immediately in writing signed by **any Director or the Secretary of the Company** of any changes which may from time to time take place in these details and be entitled to act on any such notice and that until receipt of such notice the bank may continue to treat the last list received as correct.

To communicate resolutions to the Bank
That these resolutions be communicated to the Bank and shall constitute the Company's mandate to the Bank and remain in force until an amending resolution shall be passed by the Board of Directors and copy of such resolution certified by any **Director or the Secretary of the Company shall be communicated to the Bank.**

Closure of Account.

The Bank may close any account by giving seven (7) days' written notice. However, the Bank reserves the right to close the account immediately without notice in cases of suspected illegal activity.

Interpretation
That in this resolution the expressions Director(s) and Secretary shall be construed as Directors(s) and Secretary for the time being of the Company and shall, the case of Directors(s), include alternative Directors(s) and , in the case of secretary shall include any joint Secretary, Assistant Secretary or Temporary Secretary.

Statement of account

We agree that we will examine all statements supplied by you setting out transactions on any of our accounts and agree that, unless we object in writing to any of the matters contained in such statement within 14 days of the date of such statements, we shall be deemed conclusively to have accepted all the matters contained in such statement as true and accurate in all respects.

Entry of resolutions in minute book

We certify that the above resolutions have been duly entered in the minute book and signed by the Chairman and are in accordance with the articles of association of the Company and are, at this date, in full force and effect.

Signed by: Any 2 of the Directors or any Director and the Secretary.

Signatures of directors etc

We confirm that the signatures set opposite their names in the table below are those of all the directors, the Secretary and of any other officers of the Company authorized to sign, that such signatures are the genuine signatures of such signatures operate as the specimen signatures of each of such persons

(All alterations or additions in this form should be initiated by all the signatories)

Position	**Name**	**Signatures**
Director		
Secretary		
Director		

Director:..... Signature..... Date.....

Secretary: ..... Signature..... Date.....

Documents enclosed by Secretary

The Secretary encloses the following documents:

1. A copy, certified to be a true complete and up-to-date copy, of the memorandum and articles of association.
2. Certificate of incorporation
3. All certificate of incorporation on change of name
4. A copy, certified to be a true copy, of the resolutions the text of which is set out above.

APPENDIX 5: BOARD RESOLUTION

A/C Name: .....

A/C Number:

To: **NATIONAL BANK OF MALAWI**

Service Centre: …….....…….....……

Date: …….....……

Dear Sir/Madam

We shall be pleased if you will furnish us with the names of your Directors and the Secretary in the spaces provided below.

Yours faithfully

MANAGER

AUTHORISED SIGNATORIES – (initial and renewal)

To the Manager NATIONAL BANK OF MALAWI plc

..…….....……Service Centre

With reference to your Bank's Form No*..... Dated …….....……

Signed on behalf of

…….....…….....…….....…….....……

we inform you that at a meeting of

…….....…….....…….....…….....……

held on the …….....day of …….....20……..... the under mentioned were elected office bearer of the …….....and you may consider them to be holding their respective offices until further notice in writing from the …….....…….....…….....

TWO SPECIMEN SIGNATURES OF EACH AUTHORIZED OFFICERS AS SHOWN BELOW ARE ENCLOSED

Title	Full Name
Director	
Secretary	
Director	
Other Official designation	

Date:…….....……..... Director:….....….....…….....

A/C Number…….....……..... Secretary….....….....……

*Insert NBM –M1,2,3,4,5,or 6 (If change of designation of signatories form NBM M1-M4 new Mandate required)