

PERSONAL ACCOUNT OPENING APPLICATION FORM
Checklist

- Completed account opening form
- Copy of ID
- Proof of place of residence (utility Bill)
- Payslip (if employed)
- TEP or Permanent Residence
- Sketch map for place of residence

A. Type of Account

(Tick where appropriate)

- | | |
|--|--|
| <input type="checkbox"/> Current Account | <input type="checkbox"/> Savings Account – Minor |
| <input type="checkbox"/> Savings Account – Ordinary | <input type="checkbox"/> Mlimi Account |
| <input type="checkbox"/> Savings Account – Special Saver | <input type="checkbox"/> Other (Specify) |
| <input type="checkbox"/> Joint Account | |

B. Basic Personal Information

Title: Mr. Mrs. Ms. Other

First Names: Surname:

Gender: Male Female

Marital Status: Single Married Widowed Divorced

Nationality:

Malawian Non-Malawian (state nationality) (If USA, complete FATCA Form)

Resident Non-Resident (state country of residence)

Date of Birth: Day..... /Month..... /Year.....

C. Occupation Details

Employed Designation: Employer's Name:

Employment No.: Employer's Business:

Employer's Address: Employer's Tel No:

Employment Start Date: Currency: Gross Salary:

Other Income: Salary/Income Date:

Self Employed **Not Employed**

If *Self Employed* or *Not Employed*, state the following:

Source of Funds/Income: Business Activity: Net Monthly Oncome:

D. Contact Details

Physical Address: Country:

Postal Address: Town/City:

Post Code: Office No.: Primary Mobile No.:

Other Mobile No.: Email Address:

Village: Traditional Authority: District:

E. Relations/Spouse (at least one)				
Name	Type of Relation	Occupation	NBM Account No. (If Available)	Phone No.
1.				
2.				
3.				

F. Identification Details

ID Type: ID Number.:

Issue Date: Expiry Date: Issuing Authority:

G. Proof of Residence: Utility Bill Submitted

Any of the following:

ESCOM Water Board City/Ground Rates MHC Invoice Other.....

Utility Bill Account Number:

H. Residential Details

Residence Status: Householder Living with Parents Nester Other.....

Residence Type: Farm House Independent House Residential Apartment Serviced Apartment

I. Electronic Products and Services

1) **Mobile Banking** Mo626ice Mo626 Digital+ Both

Services Required:

<u>Mandatory</u>	<u>Optional</u>
<input type="checkbox"/> Balance Enquiry	<input type="checkbox"/> Funds Transfer/Third Party Payment
<input type="checkbox"/> Mini Statement	<input type="checkbox"/> Stop Payment
<input type="checkbox"/> PIN Change	<input type="checkbox"/> Cheque Book Request
	<input type="checkbox"/> Mobile Top Up
	<input type="checkbox"/> Bill Payment

2) **Visa Debit Card** Classic

3) **Internet Banking (BankNet360)**

Access Rights Required: Full Access (View, Transact, Amend, etc.)

View Only (Statements and Balances)

4) **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

Sketch Map for Place of Resident



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. 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.

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

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

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

11.5. 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.

Applicant's Name:..... **Signature:**..... **Date:**.....

Applicant's Name:..... **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 personal 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 callcentre@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 confirm that I have read and understood the contents of this Statement and give my explicit consent to National Bank of Malawi plc for the processing of my personal information as outlined in this statement.

Applicant's Name:..... **Signature:**..... **Date:**.....

Applicant's Name:..... **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:

Mo626ice/Digital+ 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:

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:

In the event of the said account becoming overdrawn at any time we hereby agree that you shall be entitled to charge compound interest on the sum by which the said account is overdrawn calculated on daily balances with monthly rests and that the rate of interest charged from time to time shall be at your sole discretion above the minimum commercial rate in force at that time. You shall not be bound to notify us in advance of any change in the rate of interest but on receipt of a written request from us you shall be obliged to specify the rate of interest being charged at the time of such request.

- 6. To hold on the death of either both/any one or more of us any credit balance(s) on any account or accounts in our joint names nay any securities deeds boxes and parcels and their contents and property of any description held in our joint names to the order of the survivor/s without prejudice to any right you may have in respect of such balance securities etc. arising out of any lien charge pledge set-off counterclaim or otherwise whatsoever or to any step which you may deem it desirable to take in view of any claim by any person other than the survivor

We declare ourselves jointly and severally liable on all the foregoing transactions.

In the absence of contrary written instructions signed by either/both/anyone or more/all of us the foregoing conditions shall apply to each and every account of whatever nature now or hereafter opened by you in our joint names

Signed By:

- 1. Name Signature
- 2. Name Signature
- 3. Name Signature

APPENDIX 3: CONSENT OF GUARDIAN OR CURATOR TO AN ACCOUNT OPENED IN NAME OF MINOR

TO: **NATIONAL BANK OF MALAWI plc**

(a) Insert full name stating thereafter if Father and Natural Guardian (or in event of Father being deceased if Mother and Natural Guardian appointed by the Master of the Supreme course under Letters dated

Full Name
Minor's Full Name.....
Date of Birth...../...../.....(dd/mm/yyyy)
Relationship to Minor.....
I hereby consent to and approve of an account being opened in the name of
.....
.....in the Bank's Savings Department.

ON CONDITION THAT, until such time as he said minor attains the age ofyears, namely The day of

My signature alone shall be accepted and be valid in respect of all operations on the account above mentioned, after which date the said minor shall be entitled to pay in and draw out monies then and thereafter standing to his/her credit and to close the account should he/she so desire, and I hereby approve of anything that may be done by the said minor or by the Bank by virtue hereof.

Dated this day of

(Sign here).....

