

**Checklist**

- Completed account opening form
- Copy of ID
- Proof of place of residence (Google Map or utility Bill)
- Either detail of Next of Kin with NBM Account or referee or to be certified by Notary Public, or certified by the embassy office

**DIASPORA ACCOUNT OPENING APPLICATION FORM**
**A. Type of Account**
*(Tick where appropriate)*

 Customer Type:  Individual  Joint

 Account Type:  Savings  Current  Fiesta Save  Fixed  FCDA  Other ..... (please specify)

 Currency:  MWK  USD  ZAR  GBP  EUR  Other

**B. Basic Personal Information**

 Title:  Mr.  Mrs.  Ms.  Other .....

First Names: ..... Surname: .....

 Gender:  Male  Female

 Marital Status:  Married  Single  Widowed  Divorced

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.					

**F. Next of Kin in Malawi or Referee with NBM Bank Account**

Name: ..... Occupation: .....  
Relationship: ..... Physical Address: .....  
Phone No: ..... Email: .....  
Bank Details: .....

**G. Identification Details**

ID Type: ..... ID Number: .....  
Issue Date: ..... Expiry Date: ..... Issuing Authority: .....

**H. Proof of Residence: Utility Bill Submitted**

Any of the following:  Electricity  Water  Other ..... (please specify)  
Utility Bill Account Number: .....

**I. Electronic Products and Services**

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

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)**

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.

- through the Bank’s toll-free line **626**
- Visit any of our Service Centres
- Email at [dpo@natbankmw.com](mailto:dpo@natbankmw.com)

**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

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](mailto:info@dpa.mw)  
 Phone: +265 9918021

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.

<b>Consent</b>	<i>(Please tick either Yes or No for each consent option)</i>	
	<b>Yes</b>	<b>No</b>
I/we authorise the Bank to collect, use, and process my/our personal data.	<input type="checkbox"/>	<input type="checkbox"/>
I/we agree to receive marketing communications from the Bank regarding its products, services, and special offers.	<input type="checkbox"/>	<input type="checkbox"/>
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.	<input type="checkbox"/>	<input type="checkbox"/>
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.	<input type="checkbox"/>	<input type="checkbox"/>
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.	<input type="checkbox"/>	<input type="checkbox"/>
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.	<input type="checkbox"/>	<input type="checkbox"/>

**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: .....

**APPENDIX 1: APPOINTMENT OF BANKERS – DIASPORA JOINT ACCOUNT FORM**

A/C Name .....

A/C Number .....

To: **NATIONAL BANK OF MALAWI**

Service Centre:.....

Date :.....

We, the undersigned (Name of account holder) .....

.....

Hereby appoint you our Bankers and authorize and request you to open an account in our joint names to be called .....

.....and

1. To honour and comply with all cheques drafts bills of exchange promissory notes acceptances negotiable instruments and orders expressed to be drawn accepted made or given by

\*either Both

Any one or more All of us

And to debit the

Same to such banking account whether the banking account is overdrawn or any overdraft increased by any payment thereof or in relation thereto or is in credit otherwise but without prejudice to your right to refuse to allow any overdraft or increase of overdraft and for any balance on the said account which may become due to you at any time we agree to be jointly and severally liable and that in the event of the death of anyone or more of us we agree the survivor(s) shall have full control of all monies then and thereafter standing to the credit of the said account and of all securities and articles deposited with you in our joint names.

2. To honour and comply with all instructions to deliver or dispose of any securities or documents or property held by you on our behalf; to hold us liable on all agreements and indemnities in connection with the issue of letters of credit, drafts and telegraphic transfers and with all banking transactions.

**NBM M3**

Provided any such instructions agreements and indemnities are signed by

\*either both

any one or more all of us

3. To treat all cheques drafts bills of exchange promissory notes acceptances negotiable instruments and orders as being endorsed on our behalf and to discount or otherwise deal with them provided such endorsements purport to be signed by

\*either Both

Anyone or more All of us

4. To permit

\* either Both

Any one or more

All of us to negotiate for and take advances by way of loans overdrafts discount or otherwise with or without security and pledge any species of security for repayment of such advances

5. Subject to any specific instructions to you to the contrary all payments and remittances received by you from time to time in the name(s) or for the credit of either or any one or more of us shall (unless there shall be at your same branch an account in such name(s) to which such payments and remittances shall be credited) be placed by you to the credit of such joint account.

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/any one 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 .....

4. Name ..... Signature .....

**APPENDIX 2: DELEGATION OF AUTHORITY**

To NATIONAL BANK OF MALAWI plc .....20.....

A/C Name .....

A/C Number .....

I/we refer to the mandate appointing you bankers and request you will, until you receive written directions from me/us to the contrary treat and consider ...(Name) ..... As

empowered by me/us and on my behalf:-

\*(a) To draw and sign Cheques on my/our account, whether the same be in credit, or overdrawn, and to endorse or accept Cheques, Bills, and Promissory Notes and other Documents in my/ our name.

\*(b) To encash or place to credit of my/our banking account(s) al such cheques, Drafts, Promissory Notes, Bills of Exchange, Money Orders, Postal Orders and Fixed Deposit Receipts and to delay with the proceeds as he/she/may this fit.

\*(c) To apply for and obtain:-

Particulars as to the state of my/our account(s) The statement

To sign the usual Certificate showing eh balance or state of my/our account(s)

To operate generally on my/our account(s)

\*(d) To operate on my/our Savings/Deposit Account in your books

To withdraw and to give the requisite notice of withdrawal of funds from time to time and as required.

To obtain cash on production of my/our Deposit Receipts subject to the Bank's regulations regarding such withdraws and to complete the necessary receipt.

\*(e) To endorse for the credit of my/our Savings/Deposit Account, Cheques, Drafts and Promissory

Notes, Bills of Exchange and to discharge Money Orders, Postal orders and Fixed Deposit Receipts on my/our behalf, and I/we

declare that.....

Has/have my /our authority to encash or place to credit of my /our Savings/Deposit Account all such Cheques, Promissory Notes, Bills of Exchange, Money Orders, Postal orders and Fixed Deposit Receipts, and /or to deal with the proceeds

thereof as.....may fit.

\*(f) To sign the Bank's Certificate showing the balance or state of my/our Savings Deposit Account at any time

\*(g) To operate generally on my/our Savings Deposit Account at any time.

\*(h) To negotiate for and take Discounts and Loans for any sum with or without security, on my /our Account and upon such terms as you may require, and to pledge or deposit any species of security for repayment of such Discounts or loans; to establish credits; and to give discharge for any boxes, parcels, bonds, deeds, stock, shares, money or security in your custody or standing at any time in your books; and generally, in all dealings san transactions between me/us and you. To act ad fully and effectually for all intents and purposes an i/we could if personally present and acting in the matters and transactions aforesaid; for all which this shall be a full and sufficient authority, to you, your Managers, Clerks and Officers and in the case of the dissolution of our partnership, as to all matters and things which , after such dissolution, the said (name)... shall do or purport to do by virtue or in pursuance hereof, I/we engage that (so far as you are interested or concerned) such acts of the said (name)

..... shall be binding upon us and each of us, and all other persons claiming form or under us, or either of us, unless notice in writing o such dissolution, by some party entitled to give the same, shall have been previously received by you

Delegatee.....Signature.....

Account holder(s): .....Signature.....

Witness(banker) .....Signature.....

\* Delete if inapplicable.

# The reminder of the form should be deleted if the authority is being given by an individuals who are not partners NB

All deletions must be initialed by witness as well as the signatory.

**APPENDIX 3 : RELEASE AND INDEMNITY, FAX AND E-MAIL TRANSMISSIONS**

Whereas I/We, the undersigned, \_\_\_\_\_ herein represented by \_\_\_\_\_ and \_\_\_\_\_ their Capacities as \_\_\_\_\_ and \_\_\_\_\_ respectively, they being Duly authorized by a resolution passed by us on \_\_\_\_\_ certified copy of which is attached hereto, have requested National Bank of Malawi ("the Bank") to act on written instructions transmitted by me/us to it by facsimile transceiver or by means of an email message.

and whereas the Bank has informed me/us that it is prepared to act on such faxed/emailed instructions which purport to emanate from me/us if it receives and indemnity in the form hereof.

And whereas I/We am/are prepared to give such releases and indemnity.

ow therefore, I/We do hereby-

1. Acknowledge that it is not practical for the Bank to establish the authenticity of all messages telefaxed or emailed to the Bank which purport to emanate from me/us.
2. Agree that all faxed or email instructions, mandates consents, commitments and the like which purport to emanate from me/us shall be deemed to have been given by me/us in the form actually received by the Bank (purported faxed or e-mail instructions) – which – and I/we shall be bound thereby.
3. Waive any rights I/we may have or obtain against the Bank arising directly or indirectly from losses or damages including matters related to notice of lost and cancelled foreign drafts and cheques, which I /we may suffer because the Bank acts on purported faxed or emailed instructions, and I/we agree to indemnify the Bank in respect of any claims, demands or actions made against it or losses or damages by it because it so acted.
4. Agree that in respect of purported faxed or email instruction regarding payment by cheque, draft, mail or telegraphic transfer for the benefit of third parties, the purchase or sale of any foreign currencies, the purchase or sale of Stock Exchange Securities, the transfer of money, whether the transfer is from any account in the Company's name to any other account in the Company's name or to any account in the name of the third party at any branch of the Bank or at any branch of any other Bank, same day value may only be given if the message is received by the Bank a reasonable time before the close of its business to the public.
5. Agree that the Bank is not to be held liable for errors or delays in transmissions or the misinterpretation on receipt or for any loss or damage from whatever cause as a result of the Bank permitting this agreement, excluding losses arising from the proven unlawful or fraudulent acts of the Bank's employees.
6. Agree to implement and adhere to any procedures and/or restrictions imposed on me/us by the Bank from time to time regarding the sending of faxed or emailed instructions to the Bank.
7. Agreed that this release and indemnity will not be affected by any failure by the Bank to impose any or sufficient procedures or restrictions or to ensure that any or all of them are adhered to.
8. Agree that the Bank will not be obliged to act on any purported faxed or emailed instructions and that it may at any time on Written notice sent to me/us at \_\_\_\_\_ Withdrawal from the arrangements envisaged in this document

**Dated at.....this .....day of.....20.....**

**Customer Signature.....**

**Witness Signature.....**

**NBM-SEC 20**



NATIONAL BANK OF MALAWI PLC

**DIASPORA GENERAL INDEMNITY FORM FOR VISA CARD COLLECTION**

To: The Service Centre Manager

..... Service Centre

**FROM:** .....

**ACCOUNT NUMBER:** .....

In consideration of your bank issuing out my/our ATM card or paying away funds from our/my account on the strength of instructions sent to you by fax or email.

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

(Here state circumstances)

Witness Name:

Account Holder Name:

**Signature:** .....

**Signature:** .....

Card Collected by:

**Signature:** .....

# REFERENCE

## TO OPEN A DIASPORA BANK ACCOUNT

TO: The Manager  
National Bank of Malawi

..... Service Centre

I have known

Mr/Mrs/Ms/Dr .....  
(Full name of applicant)

T/A .....

ADDRESS .....  
.....  
.....

for ..... year and recommend that he/she be considered suitable for opening a current/Savings account at your branch.

My details are as follows:

SURNAME .....

OTHER NAMES .....

ADDRESS .....  
.....

TELEPHONE NUMBER .....

NATIONAL BANK BRANCH  
WHERE ACCOUNT KEPT .....

MY ACCOUNT NUMBER 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Signed \_\_\_\_\_ Date \_\_\_\_\_

---

**FOR BANK USE ONLY**

---

Signature verified by \_\_\_\_\_ Reference contacted for authentication by \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

**CERTIFICATE BY NOTARY PUBLIC /AMBASSADOR/CONSUL**

I certify that on the ..... day of .....20.....

.....

**(NAME)**

signed the above written or annexed\* document/documents in my presence and

.....

**(NAME)**

has been identified by/is personally known to me.\*

**SIGNATURE, DESIGNATION AND STAMP  
OF PERSON CERTIFYING**

**\*Delete whichever does not apply**

This instrument shall only be executed outside Malawi before:

- i. A Notary Public\* or
- ii. An Ambassador Representing The Malawi Government\*
- iii. A Consul Representing The Malawi Government\*