



Application Form for Opening a

Corporate

Clubs/Societies/NGO

SME

Partnership

Type of account applied for:

Current

Savings

Service Centre Name: \_\_\_\_\_

A. Particulars of Company/Organization

Registered Name: \_\_\_\_\_

Sector: \_\_\_\_\_ Industry: \_\_\_\_\_

Residence: \_\_\_\_\_ Country of Incorporation \_\_\_\_\_

Registration Number: \_\_\_\_\_ Date of Incorporation \_\_\_\_\_

Income Tax #: \_\_\_\_\_ Exempt WHT? Yes No

B. Contact Details:

Postal Address: \_\_\_\_\_

Town: \_\_\_\_\_ City: \_\_\_\_\_ Post Code: \_\_\_\_\_

Country: \_\_\_\_\_ Tel. Numbers \_\_\_\_\_

Mobile No: \_\_\_\_\_ Fax No. : \_\_\_\_\_

E-mail: \_\_\_\_\_

Website: \_\_\_\_\_

C. Head office Address (for the Company/Organisation):

Postal Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Tel No \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail: \_\_\_\_\_

Tax Type:  Corp Tax  WHT

D. Bank Accounts Held:

Do you maintain Accounts with other Banks?  Yes  No

Branch Name: \_\_\_\_\_

Bank Name: \_\_\_\_\_

Ext Account Number: \_\_\_\_\_

Ext Account Name: \_\_\_\_\_



**E. (a). List of Senior Management of Your Company**

	NAME	POSITION
1.		
2.		
3.		
4.		
5.		

**(b). List of Your Company's Directors**

NAME	POSITION	ID TYPE	ID NUMBER

**F. Related Parties disclosure (may include other Accounts held by Customer)**

Full Name : \_\_\_\_\_ Title: \_\_\_\_\_

Sex : Male  Female  (Tick whichever is appropriate)

Identity (Passport) : \_\_\_\_\_ Nationality: \_\_\_\_\_

Designation : \_\_\_\_\_ Residential Status: \_\_\_\_\_

Date of Birth : \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ (dd/mm/yyyy)

Telephone Number : \_\_\_\_\_ FaxNo : \_\_\_\_\_

E-mail Address : \_\_\_\_\_

Postal Address : \_\_\_\_\_

Full Name : \_\_\_\_\_ Title: \_\_\_\_\_

Sex : Male  Female  (Tick whichever is appropriate)

Identity (Passport) : \_\_\_\_\_ Nationality: \_\_\_\_\_

Designation : \_\_\_\_\_ Residential Status: \_\_\_\_\_

Date of Birth : \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ (dd/mm/yyyy)

Telephone Number : \_\_\_\_\_ FaxNo : \_\_\_\_\_

E-mail Address : \_\_\_\_\_

Postal Address : \_\_\_\_\_



**Associated Legal Persons**

Registered Name : \_\_\_\_\_

Registration Number : \_\_\_\_\_

Registered Address : \_\_\_\_\_

Head Office Address : \_\_\_\_\_

Physical Address : \_\_\_\_\_

Telephone Number : \_\_\_\_\_ Fax No: \_\_\_\_\_

E-mail Address : \_\_\_\_\_

**G. Preferred Communication Channels:**

E-mail      Call Centre      Internet Banking      Post      Mo626 Alerts      Personal Meeting

---

**H. Additional information if applicant operates outlets/branches elsewhere**

Postal

Address : \_\_\_\_\_

Physical Address : \_\_\_\_\_

(Sketch map of location)

Telephone Number : \_\_\_\_\_ Fax No: \_\_\_\_\_

E-mail Address : \_\_\_\_\_

**I. Business Information**

Type of Business : \_\_\_\_\_

Source of Capital : \_\_\_\_\_

\_\_\_\_\_

Number of Employees : \_\_\_\_\_

**J. Additional Information if Company is Foreign**

Registered name in foreign country: \_\_\_\_\_

Identification/registration number : \_\_\_\_\_

Head Office Address : \_\_\_\_\_

\_\_\_\_\_

Telephone Number : \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address : \_\_\_\_\_

Physical Address : \_\_\_\_\_

(sketch map of location)

Bankers : \_\_\_\_\_



**Associated Individuals(Connected People)**

(i) Full Name : \_\_\_\_\_ Title: \_\_\_\_\_  
 Gender : Male  Female  (Tick whichever is appropriate)  
 Identity Type : \_\_\_\_\_ ID. Number \_\_\_\_\_  
 Postal Address: \_\_\_\_\_  
 Nationality: \_\_\_\_\_ Tel. No \_\_\_\_\_  
 Mobile No \_\_\_\_\_ Fax No \_\_\_\_\_  
 E-mail \_\_\_\_\_  
 Date Of Birth \_\_\_\_\_ Residence \_\_\_\_\_  
 Designation: \_\_\_\_\_

**K. Associated Legal Persons ( Connected Companies)**

Registered Name : \_\_\_\_\_  
 Registration Number : \_\_\_\_\_  
 Registered Postal Address: \_\_\_\_\_  
 Head Office Address : \_\_\_\_\_  
 Physical Address : \_\_\_\_\_  
 (Sketch map of location)  
 Telephone Number : \_\_\_\_\_ Fax Number: \_\_\_\_\_  
 Mobile Number: \_\_\_\_\_  
 E-mail Address : \_\_\_\_\_

**L. Referees:**

1. Name: \_\_\_\_\_ Bank \_\_\_\_\_ Account No. \_\_\_\_\_  
 Branch/Service Centre \_\_\_\_\_  
 2. Name: \_\_\_\_\_ Bank \_\_\_\_\_ Account No. \_\_\_\_\_  
 Branch/Service Centre \_\_\_\_\_



**RELEASE AND INDEMNITY, FAX AND E-MAIL TRANSMISSIONS**

**(If this facility is not required, please indicate by inserting a diagonal line across this page and duly initial)**

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.

Now 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
9. Agree to send the original copy of such written instruction or confirmation of fax or e-mail clearly marked "confirmation of fax/email dated\_ \_\_\_\_\_ within at least 21 working days following the transmission.



**Terms and Conditions**

**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 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 notified 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 own client basis, collection fees and tracing fees.
- 6.6 We will make payment from your account on your instructions only if there are sufficient funds available.
- 6.7 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.

**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;
- 9.2 Where it is in the public interest to disclose;
- 9.3 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).
- 9.4 Where disclosure is made at your request or with your written consent.

**10. General**

- 10.1 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.
- 10.2 You may not transfer the account into the name of another person.
- 10.3 You must notify us immediately if you are placed under receivership or sequestration or placed under any other form of insolvency or legal disability.
- 10.4 You must you must notify us immediately of any change in any of the details you provided us when you opened the account.
- 10.5 We reserve the right to amend these terms and conditions and will give you notice thereof in writing.

**A. Other Products and Services**

Please tick in the boxes the products and services you want.



1.  Visa Card

2.  MO626ice (Mobile Numbers only)

Mobile numbers to register

Mobile Phone No 1. \_\_\_\_\_ Mobile Phone No 2. \_\_\_\_\_

Mobile Phone No 3. \_\_\_\_\_ Mobile Phone No 4. \_\_\_\_\_

Services applied for (clearly tick services required)

- Balance Enquiry  Transaction Enquiry  Funds Transfer  Mobile Top Up
  - Bill Payments  Cheque Book Request  Stop Payment  Transaction Alert Amount
- K.....

3.  Banknet online (Internet Banking)

E-mail address \_\_\_\_\_

Main Account Number to be linked \_\_\_\_\_

Account Numbers to be linked to M0626 and

A/c No 1. \_\_\_\_\_ A/c No 2. \_\_\_\_\_

A/c No 3. \_\_\_\_\_ A/c No 4. \_\_\_\_\_

4.  E-mail alerts

E-mail address \_\_\_\_\_

E-mail address \_\_\_\_\_

E-mail address \_\_\_\_\_

E-mail address \_\_\_\_\_

5.  Electronic Salary Processing

The Internet Banking service is designed to present information to the customer in the Secure Area, which will give you, the customer, your Account details and enable you the customer to have direct access to your Accounts. However, the continued uninterrupted provision of this service is independent on the customer against the transmission of computer viruses.



## Terms and Conditions of National Bank of Malawi Services

### **In these terms and conditions;**

"Account details" means the stated balances of your Account (which will generally be the uncleared balance) and such other information as is made available to you by the service;

"National Bank of Malawi customer" means a person who alone or jointly with another is a customer of and has provided National Bank of Malawi with National Bank of Malawi Security Login Information;

"National Bank of Malawi Security Login information means the confidential information that you have provided to National Bank of Malawi, which allows you to access your National Bank of Malawi accounts.

"National Bank of Malawi Site" means [www.natbankmw.com](http://www.natbankmw.com) or such other Internet site as National Bank of Malawi shall designate for the purpose of this Agreement:

"PC" means the personal computer or any other device used to access the Service;

"Secure Code" means your National Bank of Malawi Security Login information and the security details, passwords, personal identifiers and other details or codes required for you to access your account;

"Services" means balance with account details, which you may access in the Secure Area and any further services we may offer in relation to your account or accounts from time to time;

"You, your" means you the National Bank of Malawi customer who accepts these terms and conditions.

### The Service

The customer shall follow National Bank of Malawi Security procedures at all times to avoid unauthorized access to the National Bank of Malawi security Login Information.

National Bank of Malawi does not guarantee the availability of the service or that the customer's use of the service will be uninterrupted.

The balance shown will be the most up to date balance available and may show uncleared balances, where these are available.

### **i. Losses**

The cardholder shall be liable for all amounts arising from and /or losses incurred by the Bank in connection with the use of the card

### **ii. Exchange Control Regulations**

While the Visa Electron card will only be used in Malawi, Classic, Gold and Platinum may also be used abroad and the card holder must comply with all laws and regulations in respect of the card (or any additional card) in the country of purchase and/or use.

### **iii. Charges**

The Bank is hereby authorized to debit the Cardholders account with arrangement fee and other charges in line with its tariff.

### **iv. Loss of Card**

If the Card is lost or stolen, the cardholder shall immediately phone the NBM Call Centre and report to the Police. This will be followed by a written notification addressed to any nearest Service Centre.

### **v. Reservations**

The Bank reserves the right to withdraw the card at any time without notice.

### **vi. Declaration**

I acknowledge and agree that:

- (a). The Visa card is issued by the Bank remains the property of National Bank of Malawi
- (b). The card shall be used for the period specified thereon
- (c). Necessary precaution shall be exercised against loss or theft of the card or disclosure of PIN and I shall ensure that any record of the PIN is kept separate from the card
- (d). In the event of loss or theft of the card or disclosure of the PIN, I shall immediately notify the Bank. Verbal notice will be confirmed in writing immediately.
- (e). I am responsible for all payments made arising from any unauthorized transaction concluded before the

Bank is reasonably able to action the notice of loss or theft of the card.

- (f). The card is not transferable and may not be used by any person other than the cardholder
- (g). The bank should make any enquiries necessary for credit assessment

### Communication of Changes

National Bank of Malawi shall inform the customers of any change by sending an e-mail, separate written notice or by advising such changes on website.

### Amendment

This Agreement may be amended to include a development, or the introduction of, new products and services and new ways in which the customer can use the Service, or to reflect a change in the law include any code of practice (or the way in which they are applied) or to correct a mistake. National Bank of Malawi shall inform the customer of any change by sending an e-mail, separate written notice by advertising on its website.

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

The Accounts that the customer can access via the Service may change from time to time and National Bank of Malawi may remove Account Details from the Service provided one day notice is given.

### Termination for all Products and Services

National Bank of Malawi shall cease to provide these services to the customer if the customer ceases to be a National Bank of Malawi customer or otherwise ceases to have access to the Secure Area for any reason or if National Bank of Malawi reasonably believes that the service(s) is not of value to a customer.

If the customer has not used any of the services or all the services for a period of at least 3 months, National Bank of Malawi reserves the right to terminate all the services.

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.

National Bank of Malawi shall cease to provide the service to the customer if the customer continues to originate/introduce computer viruses to the service.

### Disclaimer for all products

National Bank of Malawi shall not be liable for any losses the customer may suffer or 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.

Should the customer believe that there has been any unauthorized access or any unauthorized transaction affecting its Account or any of them by reason of the Service, the customer must inform National Bank of Malawi immediately 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. National Bank of Malawi shall not be liable if prevented from doing anything because of something it cannot reasonably control, including the unavailability of any Site or the customer's PC failing to function properly.

If my/our application is successful I shall maintain sufficient balances in my/our account for all transactions

### Governing Law for all products

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

### What it costs the client

The Bank recovers commission as per its Tariff Book.





**Security Question for all products (Please)**

Father's Name    Mothers First Name    Village Name    Pet's Name

**ANSWER** \_\_\_\_\_

**I/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 given information 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.**

**Chairman's Signature:** \_\_\_\_\_

**Date** \_\_\_\_\_

**Secretary's Signature:** \_\_\_\_\_

**Date** \_\_\_\_\_

**..... Signature:** \_\_\_\_\_

**Date** \_\_\_\_\_

**..... Signature:** \_\_\_\_\_

**Date** \_\_\_\_\_

*(dd/mm/yyyy)*



**FOR NATIONAL BANK OF MALAWI USE-ACCOUNT**

Interviewed by: \_\_\_\_\_ Signature \_\_\_\_\_

Recommended by: \_\_\_\_\_ Signature \_\_\_\_\_

OFAC/SDN/ UNSC List search      matched  did not match

AML Risk grade                      High       Medium       Low

ESP Risk grade                      High              Medium      Low

This account has been              Approved      Declined

Service Centre Manager \_\_\_\_\_ Signature \_\_\_\_\_

(If declined the Bank is not obliged to give any reason)

If approved, account to be opened under;

Customer No: \_\_\_\_\_ Account No. \_\_\_\_\_

Customer Name: \_\_\_\_\_ Service Centre \_\_\_\_\_

Alpha Code: \_\_\_\_\_ Credit Rating \_\_\_\_\_

Au Code  Tax Flag  (insert 1 or 0) Staff?  (Insert Y or N)

Sector: \_\_\_\_\_ Industry \_\_\_\_\_ Target: \_\_\_\_\_  
Data Capture Authorization

Inputter \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorizer \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

**FOR NATIONAL BANK OF MALAWI USE-PRODUCTS**

Visa debit card has been  Approved  Declined

If approved;

Inputter: \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Authoriser: \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Mo626ice has been  Approved  Declined

If approved;

Inputter: \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Authoriser: \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Banknet online has been  Approved  Declined

If approved;

Inputter: \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Authoriser: \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_



APPENDIX 1: MANDATE BY AN INCORPORATED COMPANY TO OPEN AN ACCOUNT

A/C Name \_\_\_\_\_

A/C Number \_\_\_\_\_

To : The Manager
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 honour cheques etc.

To honour and comply with all cheques, drafts, orders, orders to pay bills of exchange and promissory notes expressed to be drawn, signed, accepted, endorsed or made by or on behalf of the Company, drawn upon or addressed to or made payable at the Bank whether such account or accounts is or are in credit or may become overdrawn in consequence 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"

(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



Registered under the Banking Act 2010

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 the 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 or deal with any securities, deeds or documents or other property (including security boxes and their contents) whatsoever from 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.**

**Cheques, draft, etc**

That any cheque, draft order to pay, bill of exchange, promissory note or other instrument shall be treated as duly endorsed by the Company if the endorsement is signed for or on behalf of the company (whether or not the Company is the original payee of such instrument) by the officer or officers of the company or other persons as specified below under the heading "Signed by"

**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



Registered under the Banking Act 2010

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.**

**To close account**

That the Bank be and is by this resolution authorized to close at any time and from time to time any account or accounts of the Company with the Bank by giving 7 days notice in writing to the Company.

**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, in 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.

**Signature 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 initialed by all the signatories)

Position	Name	Signatures
Chairman		
Secretary		
Finance Director		

Chairman: \_\_\_\_\_ 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 } For inspection
3. All certificate of incorporation on change of name (if applicable)
4. A copy, certified to be a true copy, of the resolutions the text of which is set out above.



**APPENDIX 2: APPOINTMENTS OF BANKERS (CLUBS, ASSOCIATIONS, SOCIETIES, NGO'S.)**

A/C Name : \_\_\_\_\_

A/C Number : \_\_\_\_\_

To: The Manager  
National Bank of Malawi

\_\_\_\_\_ Service Centre

*(N.B. This form should not be used for companies. Building Societies or Industrial and Provident Societies)*

- 1. Inset "Committee" or as the case may be.
- 2. Insert name of the Society Club or association, NGO
- 3. Insert "Society", "Club", "Association" or as the

At a meeting of the (1) \_\_\_\_\_  
of the (2)..... held at \_\_\_\_\_ on the  
\_\_\_\_\_ Day of ..... It was resolved:

That National Bank of Malawi be appointed the Bankers of the  
\_\_\_\_\_

**hereinafter referred to as " (3)**

*As per signing  
arrangement \*Office  
held to be (specified)*

That regarding the .....Account(s) the said Bank are hereby  
authorized and requested:

- 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 on behalf of the (3).....  
..... and to debit such cheques, drafts, bills, notes, acceptances, instruments and orders to the banking account or accounts of the said (3) ..... Whether the banking account or accounts are overdrawn or any overdraft is increased by any payment thereof or in relation thereto or are in credit or otherwise without prejudice to the Bank's right to refuse to allow any overdraft or increase of overdraft.
- 2. To honour and comply with all instruction to deliver or dispose of any securities or documents or property held by the Bank on behalf of (3)..... To hold the (3) ..... liable on all agreements and indemnities in connection with the issue of letters of credit, drafts and telegraphic transfers/swift and with all banking transactions. Provided any such cheques, drafts, bills of exchange, promissory notes, acceptances, negotiable instruments, orders, instructions, agreements and indemnities are signed by the persons holding the under mentioned offices for the time being\*  
.....  
.....  
.....

Provided any such cheques, drafts, bills of exchange, promissory notes, acceptances, negotiable instruments, orders, instructions, agreements and indemnities are signed by the persons holding the under mentioned offices for the time being\*



.....  
.....  
.....  
3. To treat all cheques, drafts, bills of exchange, promissory notes, acceptances, negotiable instruments and orders as being endorsed on behalf of the (3)

.....  
and to discount or otherwise deal with them provided such endorsements purport to be signed by\* .....

4. To cancel all existing mandates (if any) in force at the date hereof with disregard to the said account(s) which mandates are hereby terminated. Provided that all authorities, instructions, instruments and transactions authenticated in accordance with any existing mandate and purporting to have been given, made, issued or entered into prior to receipt by National Bank of Malawi of notice of this resolution shall have effect as between\* (2) ..... and National Bank of Malawi as though this resolution had never been passed.

That in the event of the said account(s) becoming overdrawn at any time the said bank shall be entitle to changed compound interest on the sum by which the said account(s) 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 up to but not exceeding the current marginal ruling rate. The said Bank shall not be bound to notify.....(3)

in advance of any change in the rate of interest but on receipt of a written request from .....(3)

Shall be obliged to specify the rate of interest being charged at the time of such request.

That a list of the names and specimen signatures of the persons at present authorized to sign under this resolution be furnished to he said Bank at the said branch and that they be advised by letter signed by the any two authorized signatories for the time being of all changes that may take place in the same from time to time and thereby be authorizes to act thereon.

That a copy of this resolution be furnished to said Bank at the said branch; and that it remains in force until the receipt by the said Bank at the said branch of a duly certified copy of a resolution rescinding the same. We hereby certify the above to be a true copy from Minutes and we hand you herewith:

- a) Copy of our 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 3: BOARD RESOLUTION**

A/C Name : \_\_\_\_\_

A/C Number : \_\_\_\_\_

\_\_\_\_\_ Service Centre

\_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir/Madam

We shall be pleased if you will furnish us with names of 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**

\_\_\_\_\_ 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
Chairman	
Secretary	
Treasurer	
Other Official designation	

Date: \_\_\_\_\_ Chairman: \_\_\_\_\_

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)

NBM -M7



**APPENDIX 4: SOLE PROPRIETORSHIP**

Account Name: \_\_\_\_\_

Account Number: \_\_\_\_\_

To: **Manager**

**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 honour cheques etc**

To honour and comply with all cheques, drafts, orders to pay bill of exchange and promissory notes expressed to be drawn, signed accepted indorsed or made on my behalf drawn upon or addressed to or made payable with you whether may account or accounts is or are in credit or in 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.

**2.2 To honour order to withdraw money**

To honour and comply with any orders to with any orders to withdraw any or all money on any account or accounts in may 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 you possession for my account or accounts whether by way of security or safe custody or otherwise.

**2.3 To act on instructions with regard to securities etc**

To act on nay 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 nay 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; and

**2.4 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 executive by me creating or evidencing any charge,



Registered under the Banking Act 2010

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

3 In the event of any account becoming overdrawn at any time I hereby agree that you 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 changed from time to time shall be at your sole discretion. You shall not be bound to notify me in advance of any change in the rate of interest charged from time to time shall be at your sole discretion. You shall not be bound to notify me in advance of any change in the rate of interest but on receipt of a written request from me you shall be obliged to specify the rate of interest being charged at the time of such request.

**4 Not to restrict bank’s right to lien etc**

I agree that nothing in the arrangement between you and me shall be treated as constituting an implied agreement restricting or negating any lien, charge, pledge, right of set off or other right you may have existing or implied by law.

**5. Authority to close account**

I agree that you may close at any time and from time to time any of my accounts with you by giving 7 days notice in writing to me at my address for correspondence given below or such other address for such purpose from time to time notified by me in writing to you. **However if you notice illegal transactions in my account are authorised to close my a/c without notice.**

**6. 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 as true and accurate in all respects.

**7. Authorization and requests to apply to every account**

In the absence of contrary written instructions signed by me, the above conditions shall apply to each and every account of whatever nature subsequently opened by you in my name.

**8. Constitution and other signatories**

**In the event of any alteration in the constitution of my firm or of others besides myself being authorized by me to sign, due notice will be given to you and such notice will be binding on my firm and myself.**

**9. Personal account**

\* I already have an account in my personal name in your books, which will continue to be maintained separately. (\*Delete if inapplicable)



10. 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 \*Delete if inapplicable



**APPENDIX 5: APPOINTMENT OF BANKERS-PARTNERSHIP FORM**

Account Name: \_\_\_\_\_

Account Number: \_\_\_\_\_

**TO: NATIONAL BANK OF MALAWI**

.....Branch

Date .....

We, the undersigned

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

.....being the present individual partners trading under the style or firm of

.....  
.....

(hereinafter called "the firm") appoint you our bankers and hereby authorize and request you to open an account or accounts in the firm name and for the purposes hereinafter mentioned and for any other purpose whatsoever to honour our respective signatures as under on behalf of the firm.

We also request and authorize you:

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 any one of us **on behalf of** or in the name of the firm **and to debit such cheques drafts bills notes acceptances instruments and orders to the firm's account or accounts with you** whether such account or accounts be overdrawn or any overdraft is increased by any payment thereof or in relation thereto or is in credit or 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 or accounts which may become due to you at any time and for all interest thereon we agree to be jointly and severally liable.
2. To honour and comply with all instructions to deliver dispose of any securities or documents or property held by you on our behalf.
3. To hold us liable on all agreements and indemnities in connection with the issue of letters of credit, drafts, SWIFT and telegraphic transfers and with all banking transactions. In the event of the firm's account or accounts becoming overdrawn at any time we hereby agree that you shall be entitled to charge compound interest on the sum by which such account or accounts be 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.
4. 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 any one of us in the name of the firm.



Registered under the Banking Act 2010

Any monies may be borrowed from you in the name or on behalf of the firm and may be secured in any manner upon any securities monies or property of or deposited in the name of the firm by any one of us and we will be jointly and severally responsible for the repayment of such monies with interest costs charges and expenses.

All instructions in connection with this account or accounts and in particular, but without limiting the generality of the foregoing, all instructions relating to instruments and securities and the charging pledging disposal and withdrawal thereof are in order if given by any one of us in the name of the firm.

In the event of others besides the partners being authorized to sign, due notice in writing will be given to you and such notice will be binding on the partnership if given in the firm's name by any one of the signatories hereto.

Upon any partner ceasing to be a member of the firm by death or otherwise you may in the absence of written notice (delivered to you at the abovementioned branch) to the contrary from us or any of us or the legal personal representatives or trustees of any of us treat the surviving or continuing partners or partner or other the partners or partner for the time being as having full power to carry on the business of the firm and to deal with the assets as freely as if there had been no change in the firm.

This authority shall remain in force until revoked by notice in writing delivered to you at the above-mentioned branch notwithstanding any change in the constitution or name of the firm and shall apply notwithstanding any change in the membership of the firm by death bankruptcy retirement or otherwise or the admission of any new partner or partners.

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

**(To be signed by all the partners in personal capacity).**

Name of Partner	Signature	Date