

## **Application for Business Account**

**Supporting Documents** 1. Memorandum & Articles of Association 2. Certificate of Incorporation/ Constitution The Manager 3. Directors' Valid ID & Passport Photos 4. Directors' Proof of Residence Branch Date 5. CR2 6. CR14 7.CR6 **Account Number** 8. Tax Clearance **Type of Account** Current Savings Term Other USD EURO ZWD OTHER TICK WHERE APPLICABLE ZAR GBP BWP Please Indicate **Statement Frequency** Monthly Quarterly Services Required **Transaction Alerts** E-statements Email for receiving e-statement(s) Any other account(s) held with ZWMB Bank? Yes No If yes, account number(s) **Applicant's Details** Registered Name **Trading Name** Country of Incorporation Certificate of Incorporation Number **Physical Address Postal Address** Telephone Number Mobile No. Email Facebook Website Linkedin Twitter Skype **Description of Business** Form of Ownership **Private Ltd Company** Partnership Informal Body **Public Company** Other **Company/organisation Ownership Details** Name of shareholder Percentage Name of shareholder Percentage 2 Name of shareholder Percentage Percentage Name of shareholder 3 4 Name of shareholder Percentage Name of shareholder Percentage 5 6

Customer Initial (s)

#### Director 2/Partner 2/Signatory 2 / Shareholder 2 MRS MISS DR Full Names Passport Details: Number **ID Number Passport Expiry Date** Date of Birth Nationality Country of Birth Citizenship Divorced Widowed **Female Marital Status** Single Married Separated Gender Male **Residential Address** Telephone No. Email Mobile No. Facebook **Twitter** Linkedin Skype Cricket Golf Tennis Other (specify) Interests Soccer Period with Years Months % of ownership Position Organisation No Yes Any other account(s) held with ZWMB Bank? If yes, account number(s) Other Bank Reference(s) **Account Number** Period Bank Branch No Have you ever had any account compulsorily closed? If yes, give details Have you ever been declared insolvent or had civil judgement recorded against you? Yes If yes, give details Yes No Are you related to any ZWMB Bank Director /Manager? If yes, provide name Directors'/Partners'/Authorised Signatories/Shareholders' holding 10% & above Director 3/Partner 3/Signatory 3 / Shareholder 3 Title MRS MISS DR OTHER Full Names Passport Details: Number **ID Number** Date of Birth **Nationality Passport Expiry Date** Citizenship Country of Birth Divorced Widowed Married Separated Male Female **Marital Status** Single Gender Residential Address Telephone No. Email Mobile No.

Customer(s) to Initial

Directors'/Partners'/Authorised Signatories'/Shareholders' (holding 10% & above)

## To: ZWMB Limited **Resolution of Board of Directors** We hereby certify that the following Resolution of the Board of Directors of day of Was passed at a meeting of the Board held on the and has duly been recorded in the minute book of the said company. Resolved That an account for be opened with ZWMB Bank Limited at their and that ZWMB be and is hereby empowered to honour cheques, bills of exchange and promissory notes drawn / signed and accepted or made on behalf of the Company by: (Indicate official position & signing arrangement) Do not write names. and to act on any instruction given by the persons so authorised with regard to any account or accounts whether in credit or overdrawn or any transactions of the Company That ZWMB be furnished with: an up - to - date copy of the Company's Memorandum and Articles of Association. the Company's Certificate of Incorporation. the Company's Certificate to commence Business (Public Companies only) That the Company give ZWMB a list of the names of Directors, Secretary and other officers of the Company and adbise ZWMB in writing of any changes that may take place and ZWMB shall be entitled to act upon the information so given. That these resolutions be communicated to ZWMB and shall constitute the company's mandate to ZWMB to remain in force until revoked by notice in writing to ZWMB signed by the Chairman or any Director or the Secretary acting or purporting to act on behalf of the Company and for this purpose any instruction varying or purporting to vary the mandate contained in these resolutions shall be deemed a revocation. Panel (If applicable) **Persons Authorised to Sign** Official's position Specimen signature We further certify that the specimen signatures recorded above are correct Chairman Signature

Signature

Secretary

Signed at

### **TERMS AND CONDITIONS**

#### Introduction

The terms 'we', ' our', 'us' refer to the customer(s) and 'The Bank' , 'you' & 'your' refer to ZWMB Bank

## (A) CORPORATE CURRENT/SAVINGS ACCOUNT MANDATE

We hereby authorize and request you to

- Open a Current/Savings/Term account in our name and at any time subsequently, to open further accounts as we may direct. We understand and agree that you may at your discretion and without giving any reason thereto decline to accept our application. We also understand that until such time that you shall inform us in writing of the relevant account number, no account relationship is established with your.
- with you.

  Honour such cheques or other orders which may be drawn on the said account provided such cheques or orders are signed by us and to debit such cheques or orders to the said account whether such account be for the time being in credit or overdrawn or may become overdrawn in consequence of such debit without prejudice to your right to refuse to allow any overdraft or increase of overdraft and in consideration, We agree;
  - a. To assume full responsibilty for the genuineness, correctness, and validity of all endorsements appearing on all orders, bills, notes, negotiable instruments and receipts or other documents deposited in our account in the same vein. In the event that an account remains inactive or dormant for such period of time as the Bank may decide, the Bank reseves the right to impose such conditions in relation to further operation of our account(s) in sole and absolute discretion. The Bank may at any time at its sole and absolute discretion and upon written notice to us add and/change one or more of these Terms and Conditions which shall take effect from time of posting of the said notice. No failure or delay by the Bank in exercising any right or option under these Terms and Conditions shall operate as a waiver thereof or limit, prejudice or and Conditions shall operate as a waiver thereof or limit, prejudice or impair the Bank's right to take any action or to exercise its right against us or render the Bank responsible for any loss or damage arising there from.
    - To be responsible for the repayment of any overdraft with interest and to comply and be bound by the Bank's rules for the conduct of a current/savings account which may be in force from time to time and our liability hereunder shall be joint and several;

- i) are a sole proprietor you are responsible for any money owed to us; or
  ii) are a partner in a partnership then you are jointly and individually liable
  for money owed to us even if one of you subsequently ceased to be a
  partner unless we have agreed otherwise in writing. We will be able to
  demand repayment from all or any one of the partners for all or part of
  such money; or
- such money; or

  iii) are a trustee or authorised to give instructions on accounts of clubs, association or churches then you are individually and jointly liable for money owed to us unless otherwise agreed with us; or

  iv) are a signatory to a limited company's account then you may not be liable for money owed to us, unless you have entered into a separate agreement with us.
- agreement with us.

  c. To free the Bank from any responsibility for any loss or damage to funds deposited with it due to any future government order, law, levy, tax, embargo, moratorium, exchange restriction or any other cause beyond our control, and that any of all funds standing to the credit of the account are payable at any of the Bank's branches, on demand only and only in such local currency or at your option, in such local currency as may then be in local circulation;
  d. To be bound by any notification of change in conditions governing the account directed to our last known address shall be considered as duly delivered and received by us at the time it will be delivered in the ordinary course of post. Such changes may also be communicated through the business conditions published in the local press from time to time and such communications will be binding.
- e. That the Bank may at any time without prior notice suspend or close any of our accounts and the Bank will not be liable to us or any other person for loss suffered or incurred by us or such other person as a result of the Bank acting pursuant to this clause:

  That the Bank will account a liability unblace and for find the substitute of the Bank will account the liability will be supplied to the substitute of the Bank will account the liability will be supplied to the substitute of the subst
- pursuant to this clause: That the Bank will accept no liability wahtsoever for funds handed to the Bank's representative outside banking hours or outside of the Bank's premises
- g. That the Bank is under no obligation to honour any cheques/orders drawn on this account unless there are sufficient funds in the account to cover the value of the said cheques/orders and we understand and agree that any such cheque(s)/order(s) may be returned to us unpaid but if paid, we are obliged to repay the Bank on demand. The Bank reserves the right to exercise discretion in confirming cheques/orders before payment and without responsibility/liability to proceed/withhold payment of such cheque (s)/order(s);

That we will make any disagreements with entries on our Bank statements known to the Bank within 14 days of the dispatch of the Bank statement. Failing receipt by the Bank of a notice of disagreements of the entries within 14 days from the day of dispatch of our Bank statement, it will be assumed by the Bank that the statement as rendered is correct;

- Bank that the statement as rendered is correct;

  That any sum standing to the credit of the current/savings account shall bear interest charges at the rate fixed by the Bank from time to time. That Bank is authorized to debit from the account the usual bank charges, interest, commissions and any service charges set by the Bank from time to time. Changes on interest rates and service charges will be communicated through the business conditions published in the local press from time to time. That in the event that the Bank receives from us ambiguous or conflicting instructions in connection with the account, the Bank may in its absolute discretion and without any liability act or decline to act as the Bank deems fit. That the Bank is authorized to accept for safe keeping or for collection or for any other purpose any securities or other property deposited with the Bank or received from or on behalf of any of us/all of us and to release, deliver or give up any such securities or property so accepted against written instructions signed in the manner described herein;

  That for partnerships, societies, clubs, churches: in the event of death of any

- That for partnerships, societies, clubs, churches; in the event of death of any one or more of us, the credit balance at that date on our account together with

any security or property deposited with the Bank relating to such account shall be held to the order of the remaining account holder(s) but subject to any claim, right, lien, charge, pledge, set-off, howsoever arising which the Bank may have in respect of the liability (les) of any of the account – holders including the deceased.

- including the deceased.

  We also agree that in addition to any general lien or similar right to which you as bankers may be entitled by law, you may, at any time without notice to us, combine or consolidate all or any of our accounts without liabilities to you and set off or transfer any sums or sums standing to the credit of anyone or more of such accounts of any other credits, be it cash, cheques, valuables, deposits, securities, negotiable instruments or other assets belonging to us with you in or towards satisfaction of any of our liabilities to you or any other account or in any other respect whether such liabilities be actual or contingent, primary or collateral and several or joint.
- several or joint.

  We also agree to the standards of confidentiality and security afforded to any information regarding us and our accounts and/or transactions to be reposed in the customer information database. We agree to the uses to which these items of information will be put in the conduct of business with the ZWMB group or any of their affiliates/agents/advisers/regulators/assignees/partners or by our guarantor or third party service provider.

  The Bank will not be liable to us for any loss, indirect or consequential increed.
- The Bank will not be liable to us for any loss, indirect or consequential, incured be not acting on our instructions, such failure being caused by force majeure, acts beyond your reasonable contol.
- The Bank can give you a new account number and /or transfer your account to another branch if the Bank closes or combine branches.
- another branch if the Bank closes or combine branches.
   We will provide the Bank with an amended or replaced mandate from time to time. The Bank will be entitled to a reasonable period of time (of not less than seven business days from receipt of such notification) to process such new Mandate, and in the meantime may continue to action in accordance with the old mandate.
   i) The Bank reserves the right to fix minimum and maximum amounts which may be deposited at any one time. Details of such limitations are available on request.
   ii) In the case of savings accounts the Bank may require accountholders to close an account if, in the opinion of the Bank, the account is not being used as a bonafide Savings Bank Account.
   iii) Subject to sub-clause (iv) below, all withdrawals from an account are payable
- Savings Bank Account.

  Subject to sub-clause (iv) below, all withdrawals from an account are payable only at the branh of the Bank where that account is maintained.

  The Bank may allow the client to make withdrawals or access services at branches of the Bank other than the branch where the relevant account is maintained.

  The Bank may at any time implement any security and other procedures including the Bank's "know your customer" procedures for the verification of the identity of us and verification that any particular transaction is authorised by us.

#### (B) DISCLOSURE POLICY

The Customer hereby consents to the disclosure by the Bank and/or any of its officers or employees for any purpose of any information concerning the customer including without limitation, information relating to its business, its accounts held with the Bank or another Group Member, or its relationship with the Bank or another Group Member to any of the following:

- Any office or branch of the Bank;
  Any regulatory authority with jurisdiction over the Bank
  Any person to whom the Bank is required or authorized by law or court order to
  make such disclosure;
- Any Bank or financial institution with which the customer has or proposes to have dealings

## (C) CASH LODGEMENT/ANTI-MONEY LAUNDERING

Please note that the Bank, licensed under the Banking Act, is required to ensure that its business is not such that it may bring Zimbabwe into disrepute or damage its standing as a financial centre and therefore it is bound to comply with such constraints as the Central Bank of Zimbabwe may require.

## (D) FAX INDEMNITY, STATEMENTS, E-MAIL AND INTERNET

The Bank is authorized to act on banking instructions sent by us in relation to these accounts by facsimile, e-mail, internet or unless otherwise stated by us. We hereby expressly authorize the Bank to send statements and/or advices in relation to our accounts to the contact and/or email address provided by us by way of fax, e-mail and internet.

All documents or information regarding our account or transactions with the Bank will be binding if they are in the form of data message or accessible in a form which they may be read, stored and retrieved whether electronically or as a computer print out for subsequent reference.

In consideration of the Bank so doing, we hereby release, indemnify and hold the Bank harmless from and against all actions, suits, proceedings, costs (including legal costs), claims, demands, charges, expenses, losses and/or liabilities arising there from provided the Bank has been not negligent, has acted in good faith and in accordance with our written instructions. The Bank has no obligation, duty or liability to the customer on contract, tort or whatsoever, for breach of statutory duty or otherwise in respect of statements or balances advised via SMS or e-statements.

(E) INSTRUCTIONS
The client acknowledges that written instructions/orders should always be written in ballpoint ink or fountain pen ink. The Bank reserves the right to dishonour any instructions/orders written in felt-tip or marker pen ink without notice and will not be liable for any loss suffered as a result.

#### (F) GOVERNING LAW

These terms and all transactions entered into by the Parties in relation or pursuant to an account are governed by the laws of Zimbabwe.

#### (G) ENFORCEMENT

- Jurisdiction of Zimbabwe courts:

  3 Subject to sub-clause (b) below, the client submits to the exclusive jurisdiction of the courts of Zimbabwe to settle any dispute arising out of or in connection with these Terms, any account or any service (including a dispute regarding the existence, validity or termination of any agreement)

  Notwithstanding sub-clause (a) above, the Bank will not be prevented from taking proceedings relating to a dispute in the courts of any other jurisdiction where any asset of the client may be located. To the extent allowed by law, the Bank may take concurrent proceedings in any number of jurisdictions.

Service of process: Where a person (if any) is identified in an account opening form "Process Agent" and without prejudice to any other mode of service allowed under a relevant law, the client irrevocably appoints the Process Agent as its agent for service process in relation to any proceedings before the courts of Zimbabwe in connection was reflicitly.

# **Signing Arrangements**

Customer(s) to Initial

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Full names	Specimen Signature	Affix photo
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Designation/Panel	]	
Full names	Specimen Signature	Affix photo of signatory
		or signatory
Designation/Panel		
gning instructions		

Declaration by Applicant(s)			manuacaningae
	cified above. We agree to provide any document requotering this account and agree to be abide by them this account will be used for bonafide transactions reprovided in this or in related documents.		
S that the best of our know	rledge and belief the information given above is corr s it consider necessary in regard to the opening of su	ect. We au ich accour	thorise the Bank to make such
	or debt due to you, which you permit on this account		
Customer's Signature		_ Date	dd mth yy
Customer's Signature		_ Date	dd mth yy
For Bank Use Only (Please indicate '	Y', 'N' or 'N/A')		
Identity Produced	Proof of Residence Received		Tax Clearance Received
Bank Report Received	CR2 Received		Account Declined
FCB Clearance Received	CR6 Received		Account Approved
Memo & Articles Received	CR14 Received		Account Opened 1
Certificate of Incorporation Rec			
Client AML/CFT Risk Rating: Low	/ Medium High High		
Interviewer's Signature		Date	dd mth yy
Approving			
Manager's Signature		Date	e dd mth yy
Signature Admitted		Date	e dd mth yy
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