



**PERSONAL DETAILS OF THE OWNER / SIGNATORIES**

NATIONAL ID DEFAULT

DRIVER'S LICENCE  PASSPORT  OTHER

ID No.

ID VALIDITY ISSUE DATE:

EXPIRY DATE:

NATIONAL ID DEFAULT

DRIVER'S LICENCE  PASSPORT  OTHER

ID No.

ID VALIDITY ISSUE DATE:

EXPIRY DATE:

GENDER:  MALE  FEMALE

MARITAL STATUS  SINGLE  MARRIED  DIVORCED  WIDOWED

GENDER:  MALE  FEMALE

MARITAL STATUS  SINGLE  MARRIED  DIVORCED  WIDOWED

DATE OF BIRTH:

DATE OF BIRTH:

PLACE OF BIRTH:

PLACE OF BIRTH:

NATIONALITY:

NATIONALITY:

MOTHER'S MAIDEN NAME:

MOTHER'S MAIDEN NAME:

MOTHER'S FIRST NAME:

MOTHER'S FIRST NAME:

SPOUSE'S SURNAME (IF APPLICABLE)

SPOUSE'S SURNAME (IF APPLICABLE)

SPOUSE'S OTHER NAME (IF APPLICABLE)

SPOUSE'S OTHER NAME (IF APPLICABLE)

**APPLICANTS' DETAILS FOR CORRESPONDENCE**

RESIDENTIAL ADDRESS:

HOUSE # / PLOT #

TOWN:

CITY:

COUNTRY:

RESIDENTIAL ADDRESS:

HOUSE # / PLOT #

TOWN:

CITY:

COUNTRY:

POSTAL ADDRESS:

POSTAL ADDRESS:

EMAIL:

EMAIL:

TEL No.:

TEL No.:

MOBILE No.:

MOBILE No.:

FAX No.:

FAX No.:

**APPLICANTS' OTHER DETAILS**

NEXT OF KIN:

NAME:

ADDRESS:

RELATIONSHIP:

TEL. No.:

EMAIL:

NEXT OF KIN:

NAME:

ADDRESS:

RELATIONSHIP:

TEL. No.:

EMAIL:





### **C. INSTRUCTIONS**

Nyasa Capital Finance may rely on the authority of each person designated (in a form acceptable to Nyasa Capital Finance) by the Customer to send instructions or do any other thing until Nyasa Capital Finance has received written notice or other notice acceptable to it of any change from a duly authorized person and Nyasa Capital Finance has had a reasonable time to act (after which time it may rely on the change).

Each of the Customer and Nyasa Capital Finance will comply with certain agreed security procedures (the "Procedures") designed to verify the origination of instructions between them such as enquiries, advices and instructions.

Nyasa Capital Finance is not obliged to do anything other than what is contained in the Procedures to establish the authority or identity of the person sending an instruction. Nyasa Capital Finance is not responsible for errors or omissions made by the Customer or the duplication of any instruction by the Customer and may act on any instruction by reference to an account number only, even if an account name is provided. Nyasa Capital Finance may act on an instruction if it reasonably believes it contains sufficient information.

Nyasa Capital Finance may decide not to act on an Instruction where it reasonably doubts its contents, authorization, origination or compliance with the Procedures and will promptly notify the Customer (by telephone or other means if appropriate) of its decision.

If the Customer informs Nyasa Capital Finance that it wishes to recall, cancel or amend an Instruction, Nyasa Capital Finance will use its reasonable efforts to comply.

If Nyasa Capital Finance acts on any Instruction sent by any means requiring manual intervention (such as telephone, Whatsapp text message, electronic mail or discs sent by messenger) then if Nyasa Capital Finance complies with the Procedures, the Customer will be responsible for any loss Nyasa Capital Finance may incur in connection with that Instruction.

### **D. CHEQUES**

The MFI may exercise its discretion in allowing withdrawals against uncleared cheque(s), where the cheques are returned unpaid thereafter, the MFI shall have the right to hold on to the returned cheque and take further action it deems appropriate to recover the value of the withdrawal from you. All cheques deposited will be accepted if endorsed to Nyasa Capital Finance by the payee and they will be deposited on collection basis only, to be cleared by a third party clearing house. In this case, Nyasa Capital Finance does not guarantee that the cheques will be cleared within the designated cheque clearance period as this requirement will have been satisfied at the third party clearing house.

Nyasa Capital Finance may supply cheques, payments instruments and related materials to the Customer and the Customer will make reasonable efforts to avoid any fraud, loss, theft, misuse or disonour in respect of them. The Customer will promptly notify Nyasa Capital Finance in writing of the loss or theft of any cheque or payment instrument and will return to Nyasa Capital Finance or destroy any unused cheques, payment instruments and related materials when the relevant Account is closed.

### **E. OVERDRAWN ACCOUNTS**

When a customer account is overdrawn due to a regitiment transaction, the customer agrees to repay the overdrawn position within 7 days and bear fees and interest associated with such a transaction.

The MFI reserves the right to use credit balances on any of your deposit account (s) to offset any outstanding exposures.

### **F. STATEMENTS AND ADVICES**

Statements and Advices can be delivered to the Customer either physically, by post or electronically (e-Statements or e-Alerts).

Where requested, the Mfi may provide electronic Statements or SMS-Alerts or other similar service to provide information on transactions. The service is provided 'as available' and without any warranty of fitness for a specific purpose. We do not warrant that this service will always be uninterrupted, or that any information provided is accurate and current as at the time it is received. The MFI disclaims responsibility for the service provided by any network provider.

Irrespective of the channel used to deliver the statement or advice, the Customer will notify Nyasa Capital Finance in writing of anything incorrect in a statement or advice promptly and in any case within thirty (30) days from the date on which the statement or advice is sent to the Customer.

### **G. INTEREST, FEES AND OTHER AMOUNTS**

You will be liable for the payment of interest charges at the rate fixed by the MFI from time to time for any outstanding debit on your savings account. Your savings account may also be debited with the MFI's usual banking charges, interest, commission, etc.

Unless otherwise agreed, Nyasa Capital Finance may modify at any time the rate of interest, fees or other amount applicable to any Account or Service (but subject to any legal requirement as to notice).

### **H. FORCE MAJEURE**

Neither the Customer nor Nyasa Capital Finance will be responsible for any failure to perform any of its obligations with respect to any Account if such performance would result in it being in breach of any law, regulation or other requirement of any government or other authority in accordance with which it is required to act or if its performance is prevented, hindered or delayed by a Force Majeure Event; in such case its obligations will be suspended, for so long as the force Majeure Event continues (and, in the case of Nyasa Capital Finance, no other representative office or affiliate shall become liable). "Force Majeure Event" means any event due to any cause beyond the reasonable control of the relevant party, such as restrictions on convertibility or transferability, requisition, involuntary transfers, unavailability of any system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.

### **I. SHARING OF INFORMATION**

Nyasa Capital Finance will treat information relating to the Customer as confidential, but (unless consent is prohibited by law) the Customer consents to the transfer and disclosure by Nyasa Capital Finance of any information relating to the Customer to Government and regulatory agencies of Nyasa Capital Finance and third parties selected by any of them, wherever situated, for confidential use (including in connection with the provision of any Service and for data processing, statistical and risk analysis purposes).

Nyasa Capital Finance and any representative office, agents or third party may transfer and disclose any such information as required by any law, court, regulator or legal process.

### **J. ELECTRONIC MONITORING OR RECORDING:**

The Customer and Nyasa Capital Finance consent to telephonic or electronic monitoring or recording for security and quality of service purpose and agree that either may produce telephonic

recording or computer records as evidence in any proceedings brought in connection with these conditions or any local conditions.

**K. CHANGE OF MANDATE**

The Customer must notify the MFI immediately of any change in the address, directors, committee/group/club members, trustees, designated members, secretaries. Any modification of change in authorized signatories must be signed in accordance with the existing mandate and accompanied by a resolution to that effect.

**L. TERMINATION**

Either party may terminate this agreement at any time (but subject to any legal requirement as to notice) by notifying the other in writing.

**On closure of an Account, the termination becomes effective after any cheque drawn on the account or outstanding on it have been paid; all cheque books and cards issued to you have been sent back to the MFI; and all information and equipments supplied by Nyasa Capital Finance have been returned to the MFI.**

Where the Mfi is terminating the agreement and your account is overdrawn, you must pay all sums outstanding on the account

otherwise the MFI may take appropriate legal action for recovery.

All mandatory documentation should be completed by the Customer within three (3) days of opening the account. If you do not provide the required document within three (3) days, the account will be automatically closed after prior notice to you.

**M. JURISDICTION**

In relation to any account these conditions and the relevant Local Conditions are governed by the law of Malawi in which that account is held.

**N. DISCLAIMER CLAUSE**

the Mfi disclaims liability for any funds / assets deposited by you which are subsequently found to have derived from illegal source or activities.

You confirm that the funds / assets deposited are not derived from any illegal source or activities.

**FOR MFI USE ONLY**

ACCOUNT RELATIONSHIP OFFICER

INITIATOR CODE:

BRANCH:

SUBSIC CODE:

ACCOUNT OPENING DATE:

SIGNATURE VERIFICATION:

APPROVED BY BA \_\_\_\_\_

BM \_\_\_\_\_

MANDATE / POWER OF ATTORNEY:

C.S.U.

B.M..