



## INVESTMENT BANK

(Registered under Financial Services Act)

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### KYC REQUIREMENTS FOR OPENING CURRENT ACCOUNT PERSONAL

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***Please arrange to bring the following documents for our file and tick the corresponding boxes***

- Identification documents (e.g. National ID, Passport or Driver's Licence)
- Proof of earnings/income (e.g. Pay slip for employed person or business certificate for self-employed person)
- Utility Bill or tenancy agreements as proof of residential address
- Initial Deposit: MK1,000,000.00 CA

Verified by: \_\_\_\_\_ Signature: \_\_\_\_\_

Date     /  /

# Application for opening a current account Personal

## Section A:

Account number (official use) .....

Banking Center .....

Surname: ..... Title (Mr., Mrs., Miss., Dr., Prof., etc)

Maiden name: .....

Marital status .....

Nationality .....

Type of ID ..... Country of Res. .....

ID number ..... Expiry Date .....

Gender ..... M = male F = female Date of Birth .....

Other bankers ..... Banking Center .....

Initial Deposit .....

If married:

Spouse's full name: ..... Spouse's employer .....

Spouse's occupation: .....

Residential Address .....

Number of years at this Address .....

District: ..... Town ..... Location .....

Mailing address: .....

Tel. Number ..... (Work): ..... (home) ..... (mobile) .....

Fax: ..... (Email) .....

Occupation: ..... Employer: ..... Number of Years with employer .....

Employer's address: .....

Gross monthly income ..... Net monthly income .....

Next of kin (Name and Address) .....

.....  
References .....

**Details**

Name	Occupation	Bankers
1) .....	.....	.....
2) .....	.....	.....
3) .....	.....	.....

I accept the terms and conditions on page 10-11 of this application.

Account statement frequency ..... e-mail account statement ..... (Y/N) FREQ.....

Cheque book narrative ..... (28 characters max)

Signature: ..... Date: .....

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**Section B: Internet banking application**

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I/we hereby apply to be enrolled on CDHIB on-line Banking. Details are provided as under:

Email address:

Secret Question:  Answer:

**Account details:**

Account name:

**Service required (please tick)**

Account details	<input type="checkbox"/>	Chque status enquiry	<input type="checkbox"/>	Stop payment	<input type="checkbox"/>
Forex rate enquiry	<input type="checkbox"/>	Cheque book request	<input type="checkbox"/>	Bill payments	<input type="checkbox"/>
Interest rate enquiry	<input type="checkbox"/>	Funds transfers	<input type="checkbox"/>		

**Transaction limits (please tick)**

K1,000,000.00  K500,000.00  K100,000.00  Other  K

**Disclaimer of Warranties**

The client expressly agrees that use of website is at their sole risk. The website is provided on an 'as is' and as available 'basis'. CDH Investment Bank expressly disclaims all warranties of any kind, whether express or implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, data accuracy and completeness, and any warranties relating to non-infringement in the services.

CDH Investment Bank does not warrant that access to the website and services will be uninterrupted, timely, secure or error free or does it make any warranty as to the results that may be obtained from the website or use of the services or as to the accuracy or reliability of the services. CDH Investment Bank makes no warranty regarding the transactions entered into through website and hence will not be liable for any virus that may enter the clients system as a result of client accessing the services through the website. CDH Investment Bank does not guarantee to the client or any other third party that the services would be virus free.

## **Indemnity**

The client agrees, at its own expense, to indemnify, defend and hold harmless CDH Investment Bank, its directors and employees, representatives, agents and its affiliates against any claim, suit, action or other proceeding brought against CDH Investment Bank, its directors, employees, representatives, agents and affiliates by third party to the extent that such claim suit, action or other proceeding brought against CDH Investment, its directors and employees, representatives, agents and affiliates is based on or arises in connection with the use of the internet service with reference to; (1) any deletions, additions, insertions to or any unauthorised use of, the services by the client; (2) any misrepresentation or breach of representation or warranty made by the client contained herein; or (3) any breach of any covenant or obligation to be performed by the client hereunder. The client agrees to pay any and all costs, damages and expenses, including but not limited to, reasonable attorneys' fees and costs awarded against it or otherwise incurred by or in connection with or arising from any such claim, suit, action or proceeding attributable to any such claim.

## **For official use**

Processed by:..... Signature:.....

Checked by: ..... Signature:.....

I confirm the foregoing information Date .....

Name of authorizing officer: ..... Signature:.....

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## **Section C: Cheque Book Application**

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Please supply me/us with a new cheque book containing  
 cheque forms and charge cost thereto my/our  
current account in your books.

### **For bank use only**

From:.....

To:.....

Issued by:.....

Recorded in register by

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## **Section D: Customer Transaction Profile - Personal**

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We would like you to help us gain a better understanding of how you intend to use your new account so we can better service your needs. Please provide the information requested in the boxes below the changes below and send this form back to us using the address at the bottom of this form.

Please note your preferences will not affect the way you operate your CDHIB account, and the transaction fees applicable to your transactions.

**1. The main purpose of my account is:**

**Account Purpose**

Please indicate your account purpose below: (select one)

Everyday transactions account

A savings account

Investment

Other (Please Specify):

## 2. Funds Source

Please indicate where your funds are coming from: (select one)

Salary

Investment dividend

Property Sale

Inheritance

Other (Please Specify):

## 3. Total Monthly Deposits and Withdrawals

Please indicate the expected total monthly deposits amount:

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Please indicate the expected total monthly withdrawals amount:

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For each transaction type, please provide a default number of transactions and the MWK value for both deposits and withdrawals.

Transaction Type	Deposits		Withdrawals	
	No. of transactions per month	Amount	No. of transactions per month	Amount
Cash				
Cheque				
Fund Transfer (local)				
Funds Transfer (International)				
Other (specify)				

#### 4. Declaration:

I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief, and I undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false, untrue, misleading or misrepresenting, I am aware that we may be held liable for it.

.....  
Authorised signatory

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### Section E: Application for ATM/Debit Card

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Limit MK \_\_\_\_\_

Account Type: Savings  Current

#### 1. TERMS AND CONDITIONS

I hereby agree that if my application is successful, the following conditions will apply:

##### i. Losses

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

##### ii. Charges:

The Bank is hereby authorised to debit my account with an arrangement fee and other charges in line with its tariff.

##### iii. Loss of card:

If the card is lost or stolen, I shall immediately inform the issuing banking centre and report to the nearest Police. This will be followed by a written notification addressed to any nearest banking centre of CDH Investment Bank.

##### iv. Reservations

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

#### 2. DECLARATION

I acknowledge and agree that:

- a) The card is issued by and remains the property of CDH Investment Bank Limited
- 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 immediately in writing.
- 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 myself.

Signature of Applicant \_\_\_\_\_ Date: \_\_\_\_\_

**For Bank Use**

**Data Prepared by** \_\_\_\_\_ **Data Checked by** \_\_\_\_\_

**Application approved/declined** \_\_\_\_\_

**Banking Centre Manager's Signature** \_\_\_\_\_

***Customer's acknowledgement of receipt of card***

Name \_\_\_\_\_ Signature \_\_\_\_\_

## Date

### **Head Office Use**

**Card No.**

**Account (s) Linked**

**Additional Card No.** \_\_\_\_\_

**Effective Date** \_\_\_\_\_ **Expiry Date** \_\_\_\_\_

**Card Linked By** **Checked By**

## **Section F: Delegation of authority**

I/We refer to the mandate appointing you as bankers and request you until you receive written instructions from me/us to contrary to treat and consider ..... as empowered for me/us and on our 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) all such cheques, promissory notes, bills of exchange and fixed deposit receipts, and to deal with the proceeds as he/she/they may think fit.
- (c) To apply for and obtain.
  - Particulars as to the state of my/our accounts.
  - The statement and paid vouchers.
  - To sign the usual certificate showing the balance or state of my/our account(s).
  - To operate generally on my/our account(s).
- (d) To operate on my/our savings/fixed deposit account in your books.
  - To withdraw and to give the requisite notice of withdrawals of funds from time to time and as required.
  - To obtain cash on production of valid IDs/fixed deposit receipt subject to the bank's regulations regarding such withdrawals and to complete the necessary receipt.
- (e) To endorse for the credit of my/our savings/deposit account, cheques and promissory notes, bills of exchange and to discharge fixed receipts on my/behalf, and I/we declare that.....  
..... has/have my/our savings/deposit receipts, and/or to deal with the proceeds thereof as  
..... may think 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/current account.

(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 the repayment of such discounts or loans: to establish credits, and to give discharges for any boxes, parcels, bonds, deeds, stocks, shares, money or securities in your custody or standing at any time in your custody or standing at any time in your books; and generally, in all dealings and transactions between me/us and you to act as fully and effectually for all intents and purposes as 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 offices number and in the case of the dissolution of our partnership as to all matters and things which after such dissolution, the said .. .... 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 .....shall be binding upon us, or either of us, unless notice in writing of such dissolution, by some party entitled to give the same shall have been previously received by you.

.....

.....

Witness.....

Mr/Mrs..... will sign:-

.....

.....

Signature

Date

The remainder of the form should be detailed if the authority is being given by an individual or by individuals who are not partners

N.B. All deletions must be initiated by witness as well as signatory.

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## Section G: Waiver and indemnity in respect of Telephone, Fax and E-mail instructions

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**Whereas** .....

(Name of individual client)

has expressly requested CDH Investment Bank Limited of P.O. Box 1444, Blantyre ("the bank") to carry out certain financial transactions on the basis of instructions given telephonically, by fax, and/or by email,

**and whereas** the bank has agreed, insofar as it may be possible within its normal policies and procedures, to allow such instructions,

**and whereas** I/we understand, confirm and acknowledge that:

- 1 authorizing the bank to act upon telephonic, fax and or/email instructions may not be the safest or most prudent way of managing my/our portfolio of accounts as a result of the inherent shortcomings in relation to each of the methods.
- 2 aside from asking questions relating to personal, private and confidential information, it is not possible for the bank to confirm the identity of any person providing instructions telephonically and that, should this personal, private and confidential information fall into the hands of a third party, it may be used for the purpose of committing fraudulent transactions.

- 3 instructions sent by fax can very easily be tampered with, intercepted, fraudulently abused by outsiders, be the cause of delay in carrying out instructions contained therein, inadvertently be mislaid or not be properly legible and it may furthermore not be possible to verify any signature that has been faxed.
- 4 the bank cannot confirm that any instruction sent by email has indeed been sent by me/us and that the risk of email facilities being fraudulently abused by unauthorized persons cannot be excluded.
- 5 by instructing and authorizing the bank to accept telephone, fax and email instructions, I/we may be exposing myself/ourselves to risk, including but limited to aforementioned.

**NOW THEREFORE:**

- 1 I/We hereby indemnify the bank against and waive any rights in connection with any demand, claim or action, whether directly or indirectly relating to or in connection with any telephonic, fax and/or email instruction given, unless the matter is as a result of gross negligence or willful misconduct of the bank or any of its employees, in which case the matter shall be dealt with on its legal merits.
- 2 I/We undertake that should any claim or action be made or instituted against the bank as a result of such gross negligence or willful misconduct, any claim shall be limited to direct damages and that no indirect, special or consequential damages shall be claimed.
- 3 I/We furthermore specifically indemnify the bank and hold it harmless from all demands, claims, actions, losses and damage of whatever nature in relation to:
  - 3.1 infringements of confidentiality arising from the use of the telephone, fax and/or email to convey instructions to the bank;
  - 3.2 malfunctions, failures or unavailability of any hardware, software or equipment;
  - 3.3 damage arising from any event beyond the bank's control;
  - 3.4 damage arising from the reliance of any person on incorrect, illegible, incomplete or inaccurate information or dates contained in any instructions received by the bank;
  - 3.5 damage arising from sending of false, fraudulent or altered instructions by telephone, fax and/ or email;
  - 3.6 damage caused by the misplacement or loss, however caused, of any instructions sent to the bank by fax or email; and
  - 3.7 damage caused by the bank's delay to act immediately upon any instruction sent to the bank by telephone, fax or email; provided that the aforementioned loss or damage is not a result of negligence or willful misconduct of the bank's or any of its employees, in which case the matter shall be dealt with on its legal merits.

I/we hereby waive the necessity of confirmation of receipt of any instruction issued to the bank by telephone, fax or email.

Signed at ..... on ..... / ..... / .....  
 (place) (day) (month) (year)

**FOR AND ON BEHALF OF THE CLIENT**

**Signature** .....

**Witness 1:** Full name(s) and surname.....signature.....

**Witness 2:** Full name(s) and surname.....signature.....

## FOR AND ON BEHALF OF THE BANK

**Signature** .....

**Witness 1:** Name in full.....Signature.....

**Witness 2:** Name in full.....Signature.....

## Section H: Confirmation of residence

I Prof/Dr/Mr/Mrs/Ms:..... of P.O. Box ..... do certify that I know Prof/Dr/Mr/Mrs/Ms: ..... and that he/she/ is my tenant on house number..... in .....City/District. As proof that the bills at the residence are in my name, I hereby provide (***Tick whichever is applicable***):

- Water bill
- Electricity bill
- City rates

Signature .....

Date 

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## Section I: Terms and conditions

In consideration of the bank opening an account, and continuing the same from time to time at the bank's discretion, the account holder hereby agrees as follows:

1. That deposits of cheques or other commercial items (whether or not drawn or payable by the bank) shall not be available for withdrawal until collected and [or paid by the bank, and that the bank's usual statements with respect to the account may be sent by mail from time to time at the risk of the account holder to the address as provided.
2. That the account may be charged at any time(s) with such amount(s) as the bank may determine to be necessary to compensate for service rendered to or on behalf of the account holder whether with respect to the account or otherwise; also for the time devoted and the expense incurred by the bank at any prior time (s) relative to any legal process(es) served on the bank with respect to the account holder. That said rates of charge may be changed by the bank at any time(s) by sending to the account holder by ordinary mail at least ten (10) days before the change becomes effective, a notice specifying the proposed change.
3. That with respect to each item drawn against the account as which the bank shall have been asked by the account holder to stop its payment:
  - (a) to make such request or to confirm the same promptly in writing and to indemnify the bank against any loss resulting from the non-payment thereof;
  - (b) should the item be paid or certified by the bank through inadvertence or through misdirection of the item the bank will in no way be held responsible, provided the bank have in good faith followed the bank's usual procedures in handling stop payment orders.
  - (c) to notify the bank promptly in writing if the item (so stopped as to payment) is recovered or destroyed or for any other reason the stop payment order may be cancelled, and
  - (d) A written stop payment order shall be effective for six(6) months unless requested in writing.

4. That the account holder understands that the account is subject to the terms of the provisions of all bylaws, regulations and service, inherent and other rules and practices of the bank relating to the said account now in effect and hereafter adopted.
5. The bank is relieved of all liabilities arising out of loss or non-receipt of any statement, voucher, advice or notice mailed or held as herein authorised. This agreement shall be governed by the laws of Malawi.
6. No overdrafts are permitted in the accounts without prior agreement with the bank.
7. That I/We understand that any sum outstanding to the debit of the account shall be liable to the interest charges at the rate fixed by the bank from time to time.
8. I/We agree that in addition to any general lien or similar right to which the bank as bankers may be entitled by the law, the bank may at any time and without notice to me/us combine or consolidate allow any of my/our account (s) with and liabilities to the bank and set off or transfer any sums standing due to credit of any one or more such accounts) or any other credit, be it cash, cheques, valuables, deposits, securities, negotiable instruments or other assets belonging to me/us with the bank towards satisfaction of any of my/our liabilities to the bank or any other account or in other respect whether such liabilities be actual or contingent primary and several or joint.
9. Minimum balance requirements will be determined by the bank from time to time, compliance of which is mandatory for the account holder.
10. That I/We agree covenant that I will examine all statements supplied by the bank setting our transactions on any of my/our accounts and agree that unless I/We object in writing to any of the matters contained in such statement within 24 days of the date of such statement, I/we shall be deemed to conclusively have accepted all the matters contained in such statements as true and accurate in all respects.

11. That the bank may close at any time any of my/our accounts with the bank by giving 10 days notice in writing to my mailing address as provided or such other address as provided or such other address for such purpose from time to time notified in writing to the bank.
12. That on my/our certification of receipt of a complete cheque book I /we will ensure safe custody of the same. That I/ we will ensure that cheques are clearly written in ink, and that all drawings will indicate the full amount in figures and words, and the bank will not honour cheques with alterations.

### **PEP Statement**

Are you or any of the signatories politically exposed persons  Yes  No

Client Signature .....

Date: .....

### **For official use only**

Controlling Officer for opening account: Name..... Signature .....

Documents checked - Name of checking officer..... Signature..... Date .....

Application double checked and found compliant

Approving Officer's name:..... Signature..... Date .....

