

ZB Corporate Account Application Form

Product Type: Savings Current Other

Currency Type: ZWL USD ZAR EUR GBP BWP OTHER

COMPANY/BUSINESS DETAILS

Full Name of Organisation:

Company Registration Number: BP Number: Date of Incorporation:

Type of business: e.g. (Private) Economic sector: e.g. (Mining)

Actual Business Activity: (Specify)

Business Activity: (Specify) No of Employees: (Specify) Annual Turnover:

Business Physical Address:

Business Postal Address: (if different from above)

Frequency of Bank Statement e.g. (Weekly): Email Address for Bank statement:

Business Website Address:

COMPANY/BUSINESS CONTACT DETAILS

Business Contact Person: Designation:

Telephone Number: Mobile Number:

ALL APPLICANTS INDEMNITY

I/We agree that the Bank reserves the right to close my/our account compulsorily without warning if it is conducted unsatisfactorily or if any of the following occurs:

- When credit worthiness checks reveal that I/we am/are of questionable credit worthiness;
- Stolen cheque(s) being deposited into the account or fraudulent deposits being made into the account and I/we fail to make a police report and provide proof of such report to the Bank within 14 days after being notified of such deposits by the bank;
- Any action by me/us which is regarded by the Bank as evidence of dishonesty; or
- Any other circumstances in terms of which a banker is ordinarily entitled at law to close a client's account.
- I/We do hereby advise, state and declare that I/We are not involved in Internet Gambling, or provide support or infrastructure to Internet Gambling entities. I/We undertake to advise the Bank forthwith should the declared position and status change.

I/We indemnify the Bank against any damage, loss, and /or consequential damage that the Bank may suffer as a result of incorrect, wrong, unauthorised and or wrongful instructions or information given by us or any other person authorised or by our authorised/ business email communication or deemed to be authorised to act on behalf of our corporate entity.

Yours faithfully,

Authorised Signatory:

Full Name:

Title:

Authorised Signatory:

Full Name:

Title:

I/We also authorise the Bank to reserve any entries erroneously made into my/our account or any fraudulent deposits made into my/our account and debit my/our account where necessary without prior notice.

Where my/our account has been so debited, I/we acknowledge that I/we am liable to pay the Bank the said amount even if my / our account is not sufficiently funded to cover the debits.

I/We understand that my/our payments made through transfer are irrevocable and irreversible. I We indemnify the Bank against any losses arising as a result of this transaction. I We hereby acknowledge that the Bank is not hable for errors, omissions or delays in transmission, arising from any cause or from circumstances beyond its control.

I/We also certify that the above statements, in support of my/our application for an account are true and complete, and understand that in the event of any information proving to be inaccurate, this application may be declined. The Bank is not obligated to give reasons for the decline.

I/We hereby certify that all the information provided is correct and I authorize ZB Bank to use the information contained herein to open a selected bank account and link the account to selected banking services including internet banking services.

Authorised Signatory:

Full Name:

Title:

Authorised Signatory:

Full Name:

Title:

FOR OFFICIAL USE ONLY

CAPTURER AND CHECKER SECTION: (Please print and sign)

Note: Personal Banker/Assistant Personal Banker

Customer Basic Number: Account Number:

Internet Banking-Email address:

Financial Clearing Bureau Favourable Unfavourable

RBZ Credit Registry Clearance Favourable Unfavourable

Politically Exposed Persons Approval Approved Not Approved

Sanctions Screening Favourable Unfavourable

E GVT Online ID Verification Confirmed Not Confirmed Comments on Discrepancy:

Account Opened By: Signature: Date Account Opened:

Internet Banking Registration O/S Ticket Number: Date Logged:

Account Checked By: Signature: Date:

REVIEWER SECTION (Note: Branch Manager/ Personal Banker in-Charge)

Business Segment Code: Customer Code:

Account Opened: Y N All Mandatory Fields Captured Y N

KYC File Complete: Y N Review Date:

Customer Risk Profile: Next KYC Review Date:

Name of Reviewer: Signature: Date:

TERMS AND CONDITIONS

These terms and conditions, together with any further instructions that may be prescribed by ZB BANK (the Bank*), from time to time shall constitute the Agreement between the customer and ZB Bank. The customer is deemed to have accepted the terms and conditions upon signing the form and the terms will be binding on the customer and ZB Bank.

1. DEFINITIONS

- 1.1 "the Bank" means ZB BANK LIMITED.
- 1.2 "Account" means any account maintained by the Account holder with the Bank from which payments are authorised by the cardholder only.
- 1.3 "the Account Holder" means the person in whose name the Accounts is and or for whose card is issued.
- 1.4 "Deposits" means any credit made in the form of either cash, cheques and other items legally payable.
- 1.5 "Cash withdrawal" means any cash obtained by signing a voucher.
- 1.6 "this Agreement" means the agreement between the Bank and the Account Holder. the terms of which are the "Terms and Conditions" as varied from time to time by the Bank.

The paragraph titles or headings shall not be used for the purpose of interpretation and any words implying one gender or singular also include the other or plural respectively or vice versa.

2. DEPOSITS

- 2.1 The Bank shall accept for deposits to your account all cash, cheques and other items payable to you.
- 2.2 The proceeds of cheques and other similar instruments deposited will only be available as cash when paid. (This situation arises because when you deposit a cheque or other item the amount is provisionally credited to your account before the Bank receives the actual payment).
- 2.3 In the normal course of business, the Bank is unable to process post dated cheques.

3. DEPOSITS REVERSED

- 3.1 The Bank shall debit your account with the amount of any cheque or other instrument deposited that is unpaid. Your account will be debited with bank charges associated with these unpaid instruments; details of such charges are available on request.
- 3.2 The Bank shall debit your account with the amount of any cheque or other instrument deposited to which you are not entitled, and the Bank may pay the amount to the owner thereof, whether your account is in credit or debit.

4. PAYMENTS

- 4.1 The Bank shall make payments from your account on your instructions if there are sufficient funds available.
- 4.2 The Account holder shall pay the Bank the amount of all cash withdrawals and any loss incurred by the Bank or which the Bank determines it suffered as a result of any breach of this Agreement by the Account holder.

5. FUNDS IN THE ACCOUNT

- 5.1 The Bank shall not be obliged to act on or give effect to any payment or disbursement initiated through the use of an assigned voucher unless there are sufficient funds in the Account at any time when the payment or disbursement is to be made or unless suitable arrangements have been agreed to by the Bank.

6. STOP PAYMENTS

- 6.1 The Bank may accept stop payments of debit orders but the onus rests on you to cancel the underlying contract and to indemnify the bank against legal action arising out of such cancellation.

7. INTEREST AND CHARGES

- 7.1 The Bank shall charge the applicant's account interest on any overdrawn balances and the Bank shall inform the applicant of the applicable rate of interest charged, upon request.
- 7.2 The Bank shall charge you for various services provided to you, but details of such charges are available on request.
- 7.3 Charges to the Account holder will be levied by the Bank irrespective of the balance on the Account or any transactions on The Account.
- 7.4 Charges levied by the bank are subject to change from time to time and will be advised to the customer.

8. STATEMENTS/ RECEIPTS/CERTIFICATES

- 8.1 The Bank shall provide statements of your account upon request.
- 8.2 Any certificate, statements receipt issued by the Bank as to the balance on the Account and or any transactions on the Account from the use of the Card shall for all purposes be taken as acts stated therein.

9. OVERDRAFTS

- 9.1 If your account is overdrawn without appropriate arrangement, the Bank may transfer set off money against it from other accounts held by you.
- 9.2 The Bank may demand payment of all amounts owing by you at any time.
- 9.3 You shall be responsible for payment of all our reasonable expenses in recovering any amounts you owe the Bank, including legal fees or an attorney and client basis, collection fees and tracing fees or any other fees the Bank may incur as a result of its efforts.

10. CREDIT RECORD

- 10.1 The Bank may make enquiries about your credit record with any credit reference agency or any other relevant parties.
- 10.2 The Bank may provide credit reference agencies or any other relevant parties with regular updates regarding the conduct of your account including any failure on your part to meet these terms and conditions.
- 10.3 The Bank may provide other Financial Institutions with bank reports relating to the conduct of your account on their request.

11. CONFIDENTIALITY

- 11.1 The Bank shall treat all the applicant's personal information as private and confidential.
- 11.2 Nothing about the applicant's accounts nor its name and address shall be disclosed to anyone, other than in exceptional circumstances permitted by law under clause 13.

12. DISCLOSURE

The applicant agrees and authorises ZB Bank to

- 12.1 Disclose to any approved credit reference bureau financial information relating to his/her account.
- 12.2 Make enquiries from any bank, financial institution or approved credit reference bureau in Zimbabwe to confirm information supplied.
- 12.3 Seek information from any bank, financial institution or approved credit reference bureau when assessing the application to open an account.

13. GENERAL

- 13.1 The Bank shall not be liable for any loss of funds arising from any unauthorised transaction on Account holder's account.
- 13.2 The Bank may check by reference to third parties the correctness of details given in the application form you have completed for opening of the account.
- 13.3 You must notify us immediately if you are placed under an administration order, sequestrated or liquidated or placed under any other form of insolvency or legal disability.
- 13.4 You must notify us immediately of any change of address.
- 13.5 The Bank is entitled from time to time to request updated confirmation documents relating to Anti Money Laundering, Anti-Terrorism Financing and all the required account opening documents and you agree to provide us with correct ones in the premises of clause.
- 13.6 You must notify us immediately of any change in any of the details provided when you opened the account.
- 13.7 The Bank shall not be held liable for losses arising from unauthorised alterations to cheques which are not readily detectable.
- 13.8 The Bank reserves the right to amend these terms and conditions.

14. GOVERNING LAWS

- 14.1 The relationship between the Bank and the Customer is governed by the laws of Zimbabwe.

15. ANTI-MONEY LAUNDERING & FRAUD PREVENTION

- 15.1 You consent to us carrying out identity and fraud prevention and or anti-money laundering checks and sharing information relating to this application with the Reserve Bank of Zimbabwe Financial Investigation Unit, ZIMRA and any other relevant Law Enforcement Agency.
- 15.2 Should your account conduct at any time in the future reasonably cause us to suspect that your accounts are being used for improper purposes, you consent to us providing details of this suspicion to the aforementioned agencies.
- 15.3 You understand and agree that the record of this suspicion will then be available to other members of these agencies if they carry out credit or other checks on your name.

16. FAILURE/MALFUNCTION OF ELECTRONIC FUNDS TRANSFER ON DIGITAL PLATFORMS

- 16.1 The Bank shall not be held responsible for any loss arising from any failure, malfunction or delay of any digital platform, or its supporting or shared networks, where applicable, resulting from circumstances beyond the Bank's control.

17. ACCOUNTABILITY

- 17.1 The Bank, its officers and servants, shall not be responsible or accountable to the Account holder for any loss or damage, actual or contingent, arising from digital platform facilities (it being recorded that any electronically initiated third party payments are not necessarily effected on the same day as the transaction date), malfunction, failure or unavailability of the digital platform facilities, the loss or destruction of any data, the failure, interruption or distortion of communication links, any delay in acting on any request made or the instruction given or in effecting any transaction initiated through the use of any digital platform or any failure to do so whether or not such delay or failure is notified to the Account holder), the reliance by any person on any incorrect, incomplete or inaccurate information or data obtained through the use of any digital platforms, any industrial action, act of God or other cause or circumstances not reasonably within the Bank's control provided that the provisions of this paragraph shall apply in respect of any loss or damage provided to have been caused by the fraudulent act of any office of the Bank.

18. CUSTOMER INFORMATION

- 18.1 You agree that any information provided about you as a consequence of this and any other application and agreement which you have made to or with this Bank may be shared within the Bank's Customer Information System. This information may be used to identify other products and services, which may be relevant to you. No information will be disclosed outside the Bank unless you are in default under the agreement in which case the Bank may disclose this fact to licensed credit reference agencies.
- 18.2 You agree always to keep your contact details up to date and provide us:
 - (a) Your current residential address.
 - (b) A functioning telephone number or mobile number at which we can reach you.
 - (c) A functioning email address.
- 18.3 You agree that we may use any of the contact details that you have last provided to us for all legal purposes.
- 18.4 You agree that if you do not keep your contact details accurate and up to date and ensure any cell phone number or email address that you have provided to us is functional, you risk not receiving important communication from us that may affect your legal position.

19. ACCOUNT STATUS

- 19.1 Unless the Bank has granted you a credit facility on your account, you agree to maintain credit balance at all lines, and a debit balance either due to the Bank's charges or debits passed on your account which is insufficiently funded, may affect your credit profile.
- 19.2 Unless an agreement relating to a particular product or service stipulates and specifies otherwise you can close your account at any time provided you first settle any debit balance owing with the Bank. The Bank may set-off a credit balance in any of your accounts against amounts that are due and payable from you to the Bank.
- 19.3 If you do not use your Account for six consecutive months, it will become 'dormant.' You are unable to use the account or access your credit in your account when it is in dormant status until you have contacted the Bank and claimed the dormant balance. The Bank may ask you for information and documents to support your claim.

20. CLOSING OF ACCOUNT

- 20.1 The Bank shall close your account on receipt of a request in writing signed by you to do so.
- 20.2 The Bank shall close your account on reasonable prior notice and or when your account has failed to meet any of these terms and conditions or operated contrary to this agreement, and the Bank shall not be obliged to give reasons for such action.

21. TERMINATION OF AGREEMENT

- 21.1 The Bank may close the customer’s account on notice if the circumstances leading to the closure are different from those disclosed on this Application under Applicant’s Indemnity.
- 21.2 The Account holder may terminate this Agreement by written notice to the Bank but such termination shall only be effective on the payment of all liabilities of the Account Holder under this Agreement.

22. DISCLAIMER CLAUSE

- 22.1 Any relaxation, delay or indulgence on the part of the Bank in exercising any of its rights in this Agreement shall not be taken as a waiver of such rights.
- 22.2 ZB Bank disclaims liability for any funds deposited by the account holder which are subsequently found to be derived from illegal sources or activities.

23. VARIATION OF THIS AGREEMENT

- 23.1 The Bank may vary this Agreement at any time of times whether or not a similar variation is made to the agreement(s) with any other Account Holder(s).
- 23.2 Notification of any such variation shall be given to the Account Holder by the Bank either in writing or by publication thereof by such means as the Bank may select and a variation so notified shall be binding on the Account Holder.

24. CUSTOMER ACCOUNT OPENING DECLARATION

- 24.1 I/We agree that I have read, understood and accepted the Bank’s prevailing Terms and Conditions, Electronic Channels Terms and Conditions; Cards Terms and Conditions and I agree to be bound by them.
- 24.2 I further agree to be bound by any additional Terms and Conditions governing any facilities, products and/or services offered by the Bank as I may apply and/or utilise from time to time.

DECLARATION

I/We confirm the above information is a true record. I/We have read and fully understand the above together with all the conditions over leaf, and I/We accept that the opening and operation of this account is subject to ZB Bank’s terms and conditions. I/We understand that ZB Bank reserves the right to decline the application or discontinue the relationship should the information supplied prove to be incorrect. I/We undertake to provide all documents required by ZB Bank and to update all records in the event of change of any personal details. I/We acknowledge all terms and conditions contained herein and undertake to abide by these in the ZB Bank’s right, to summarily close the account/terminate the related service if it is not conducted satisfactorily.

AUTHORISED SIGNATORIES

FULL NAME	SIGNATURE	DATE

DUE DILIGENCE REPORT

(NB: Must be completed by Relationship Manager or Branch Manager after physical confirmation of Corporate's premises & address)

COMPANY NAME:

DATE OF INCORPORATION:

SHAREHOLDING STRUCTURE: (List of shareholders with 10% shareholding and above)

MAIN BUSINESS ACTIVITY:

DIRECTORS' & EXECUTIVE MANAGEMENT PROFILE (includes age, qualification & experience)

FULL NAMES	DATE OF BIRTH	SIGNATURE	EXPERIENCE
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DATE COMPANY COMMENCED BUSINESS: _____

EXPECTED MONTHLY TURNOVER: _____

SUBSIDIARIES: _____

COMPANY STAFF COMPLEMENT: _____

PHYSICAL ADDRESS: _____

LIST OF KEY CUSTOMERS:

LIST OF KEY SUPPLIERS:

OTHER BANKING RELATIONSHIPS:

FUTURE PLANS:

OTHER COMMENTS:

Compiled By:

Name Signature Date