

Retail

PERSONAL ACCOUNT APPLICATION FORM

Documents to be submitted with this application

1	Original Identification – National ID or Passport or Driver's License or Road Traffic Register Card
2	Address Confirmation - Utility Bill or Letter from Landlord or Copy of Tenancy Agreement or Copy of Title Deed
3	Proof of Income - Copy of Payslip or Letter from Employer or Business Registration Certificate
4	Income and Address Declaration Form (IADF) – at the discretion of branch manager.

Instructions. 1.) Please complete in BLOCK LETTERS 2.) Mark with a ✓ in the appropriate box

A. TYPE OF ACCOUNT

1. Savings Current Joint Account (Attach FCB -7E) Minor's Account (In trust for a minor)

2. Foreign Currency Denominated Account (indicate currency) USD ZAR EUR GBP Other (Specify) _____

B. PERSONAL DETAILS

1. Title Mr. Mrs. Ms. Other (Specify) _____ Gender: Male Female

2. First Name: _____ Date of Birth: DD MM YYYY
 Other names: _____ Place of Birth: _____
 Surname: _____ Marital Status: _____

3. Nationality: Malawian United States (FATCA Form Required) Other: _____
 Resident Non resident Permit no. (non residents) _____ Issued: DD MM YYYY Expiry: DD MM YYYY

4. ID type: ID Passport Drivers Licence GVH Issued: DD MM YYYY Expiry: DD MM YYYY
 Copy of proof of identity to be retained by the bank.

ID Doc. No: _____

5. Public Official/ Politically Exposed Person? Yes No If Yes, indicate relationship with PEP below:
 Self Spouse Child Sibling Business Associate Other: _____

C. CONTACT DETAILS

1. Address: _____ 2. Postal Address: _____

City/Town: _____ Country: _____

3. Email address: _____

4. Mobile Number: _____

D. EMPLOYMENT DETAILS

1. Nature of employment: Salaried Self employed Retired Other (Specify) _____

Source of capital: _____ Average Annual Turnover: _____

Name of employer: _____ Country: _____

2. If self-employed: Number of years self-employed: _____ Type of business: Sole Trader Other (Specify) _____

Nature of Business: _____

E. NEXT OF KIN DETAILS

First Name:		Email address:	
Surname:		Mobile Number:	<input type="text"/>
Relationship:		Employer:	

F. SELF SERVICE CHANNELS

1. Please indicate if you wish to receive alerts by: Email SMS

2. Please indicate if you would like to register for the following products/services:

Mobile App USSD Internet Banking Debit Card Visa Gold Card (Prestige Only)

Chequebook – select the number of chequebook leaves:

2b. For a debit card, please provide mother's maiden name:

For bank use:

Card number:

Please note that debit cards are subject to automatic renewal at the sole discretion of First Capital Bank. Ts and Cs apply.

G. GENERAL TERMS AND CONDITIONS APPLICABLE TO CUSTOMER'S ACCOUNTS

The relationship between the Bank and the Customer is governed by the Laws of Malawi, except where the following terms and conditions apply and subject to any further agreement in writing:

1. Customer's Instructions

The Customer requests the Bank to honour and to debit to his account, all cheques, drafts, bills, promissory notes, acceptances, negotiable instruments and orders drawn, accepted and made out by him, and to carry out any instructions he may give in connection with his account notwithstanding that any such debiting or carrying out may cause his account to be overdrawn or an overdraft to be increased. Where no overdraft has been agreed or the limit of overdraft agreed has been reached, the Bank may nevertheless refuse to carry out any instructions which would result in there being an overdraft or any, overdraft greater than that agreed, as the case may be.

2. Authorised Signatures

The customer will give the Bank in acceptable form the specimen signature of every person authorised to operate the account. Unless otherwise agreed all signatures are entitled to withdraw all or any of the Customer's property or securities held by the Bank from time to time, to open any further accounts in the Customer's name and to overdraw any of the Customer's accounts.

3. Set Off

- (a) The Bank may, without notice, set off against any account or indebtedness of the Customer:
- (i) any other account whether current, loan, savings or any other types
 - (ii) any time or other deposit.
- (b) The Bank may, upon notice to the customer, set off his account against any other account or indebtedness in respect of which the Customer is liable, notwithstanding that some other person may also be liable in respect thereof, in such circumstances, upon receipt of an indemnity satisfactory to the Bank against costs and at the Customer's expense, the Bank will give the Customer any assistance in obtaining a refund

4. Simultaneous orders in excess of funds

Where the Bank receives several orders at approximately the same time the total amount of which exceeds the available assets of or the credit granted to the Customer, the Bank may honour the orders in whatever manner it thinks fit within the limit of the funds available.

5. Bank Charges and expense interest

The Bank is entitled to be paid by the customer and may debit the Customer with:

- (a) Unless otherwise agreed in writing, interest on overdrawn accounts, loan

Customer Signature: _____

accounts or any other facility granted by the Bank, at any rate/s prevailing from time to time, which rate may be different for different accounts. Such interest is calculated on daily balances and debited monthly. The Bank need not notify the Customer of any change in the rate of the interest charged.

- (b) Advocate and client charges incurred by the Bank in obtaining legal advice in connection with the Customer's dealings with the Bank or incurred by the Bank in any legal, arbitration or other proceedings arising out of such dealings.
- (c) Commission of such rates and at such time or time as the Bank decides, with power to charge different rates for different accounts, or for different services.
- (d) In addition to the debits authorised by sub-clauses (a), (b) and (c) of this Clause all other proper expenses and charges including but not limited to ledger fees, disbursements for cheque books, Fax, Telex charges, postages, cables, telephone calls, taxes, duties, valuation charges, inspection charges, impositions and expenses incurred in complying with the Customer's requests, or incurred in the ordinary customer's dealings with the Bank.

6. Accounting Periods

Accounts are made up at the Bank's sole discretion at the end of each month, quarterly, half-yearly, or yearly period.

7. Statement deemed approved if not objected to within 28 days

The contents of any statements of account or statement of any other nature which has been set by the Bank to the customer, and to which the Customer has not objected within Twenty-eight days of receipt thereof, shall be deemed to be approved by the Customer and shall not thereafter be challenged by the Customer on any grounds whatsoever, whether lack of mandate, forged or inadequate signature or endorsement of cheques, forged alterations thereof or otherwise.

8. Delay by Customer in lodging complaints

The Bank is not responsible for any matter unless the Customer has made a complaint to

the Bank as soon as reasonably possible by him of notification of the matter. Where notification from the Bank is expected but not received the complaint must be made within a reasonable time after non-receipt.

9. Third party payments etc.

The Bank may credit the Customer with amounts paid in by third parties.

10. Deposit of Cheques etc.

- (a) All cheques or other orders for payment whatsoever their nature are accepted for deposit or collection at the risk of the Customer. Where any cheques or order is unpaid for any reason whatsoever (including but not limited to physical loss) other than at the Bank's negligence, the Bank may debit the Customer with the amount previously credited (taking into account any exchange fluctuation where relevant) in respect of that cheque or order, together with interest since the date of crediting if the account thereby is overdrawn.
- (b) Before making any withdrawal, the Customer must allow a sufficient time to elapse after making any deposit (even of cash) in order to enable the Bank to carry out the necessary bookkeeping operations to credit the account. For the purpose of this sub-section a sufficient time shall be deemed to be one complete business day after realisation of proceeds subject to Clearing House Rules and Banking practices prevailing from time to time.
- (c) Notwithstanding the provisions of Clause 7 herein the Bank may recover to the debit of the Customer's account any money credited to the Customer in error and the Customer is required to refund any shortfall, forthwith to the Bank.

11. No duty on Bank to protest

The Bank is not liable for any loss or damage suffered by any party if any dishonoured bill is not noted or protested or both. The Bank will nevertheless endeavour to cause dishonoured bills to be noted or protested or both, provided that it receives instructions to do so in reasonable time.

Customer Signature: _____

12. Repayment of overdrawn account

The Bank is entitled on demand to the repayment with interest of any account that is overdrawn.

13. Lien

- (a) When the Customer is indebted to the Bank, the Bank has general lien over all property of the Customer in the Bank's possession, including but not limited to, cash, goods, securities or valuables deposited for safe custody or as a security, cheques presented for repayment, bills and any other property movable or immovable charged to secure repayment of any money whether or not that money has been repaid and also over all property over which by general law the Bank has a lien.
- (b) Where the Customer is indebted in circumstances giving the Bank a right of set off, all securities as set out in paragraph (a) hereof are held as security for the debt.
- (c) The Bank may at any time give the Customer notice in writing that if an accrued debt is not paid within a period specified, then the Bank may, without further notice realise sufficient of the Customer's assets to discharge the debt.
- (d) If the debt is not discharged within the time allowed, the Bank may realise sufficient of the Customer's assets to discharge the debt and the customer constitutes the Bank his attorney for the purpose of conducting the sale, giving little to the assets sold and all other necessary matters. Any sum remaining after such a transaction will be held for the Customer, subject to these terms and conditions.
- (e) The Bank is under no obligation in respect of sub-clause (d) other than for mala fides.
- (f) Funds in foreign currencies which are subject to the Bank's lien may be set off against debts or realised at the rate of exchange of the date of set off or realisation. The Bank accepts no liability for any loss caused by exchange

fluctuations.

- (g) Deposits for a given period of time may be set off against debts notwithstanding that the period of the deposit has not expired.

14. Variation and termination of relationship

The Bank may at any time, upon notice to the Customer, terminate or vary its business relationship with the Customer and in particular, but without prejudice to the generality of the foregoing the Bank may cancel credits which it has granted and require the repayment of outstanding debts resulting therefrom within such time as the Bank may determine.

15. Partnership Accounts

In the event of the Customer being a partnership the following additional provisions apply:

- (a) The partners authorise the Bank to carry out instructions countermanning payment of cheques, bills of exchange, promissory notes or other orders for payment when such instructions are given by any person whose name appears on the mandate, whether or not that person has signed the original payment instruction.
- (b) The partners authorise the Bank to make advances with or without security by way of overdraft, loan or in any other manner on the request of the partners for the time being, made in accordance with the mandate, and to discount bills and promissory notes on the request of the partners for the time being, made in accordance with the mandate.
- (c) The partners authorise the Bank to accept by way of pledge or deposit as security or for safe custody anything belonging to the partnership on the instructions of the partners for the time being, made in accordance with the mandate, and to deliver upon the said instructions anything so accepted or held on account of the partnership.
- (d) All liability of the partners is joint and several.
- (e) Upon any changes in the constitution of the partnership, the partners will sign a new mandate.

Customer Signature: _____

G. GENERAL TERMS AND CONDITIONS APPLICABLE TO CUSTOMER'S ACCOUNTS

- (f) A mandate remains in force and may be acted upon by the Bank until it has either been revoked in writing by all or any of the signatories or until it has been replaced by a new one.

16. Freezing of Accounts

The Bank may at any time freeze any account of the Customer if and so long as there is any dispute or the Bank has any doubt for any other reason (whether well founded or not well founded) as to the person or persons entitled to operate the same, without any obligation to institute interpleader proceedings or to take any step on its own initiative for the determination of such dispute or doubt.

17. Joint Accounts

- (a) In the event of two or more Customers holding a joint account, the following additional provisions apply:
- (i) The holders of a joint account authorise the Bank to pay or deliver to, or to the order of, the survivors or survivor or the executors or administrators of such survivor any moneys standing to the credit of their joint account.
- (ii) All liability on a joint account is joint and several.

18. Cheque books

- (a) The Customer agrees to look after and use any cheque book and any cheque form with the utmost care.
- (b) The Customer further agrees to ensure
- (i) that all uncompleted cheque forms are kept in safe custody at all times.
- (ii) that the Bank is informed in writing immediately upon discovery by the Customer that any cheque book or any cheque form has been stolen, lost or mislaid;
- (iii) that any person preparing a cheque is authorised to do so;
- (iv) that any cheque is prepared and signed in ink or other indelible writing materials;
- (v) that the amount of any cheque is written as near as possible to the left side of the form to prevent any unautho-

- risied addition of letters or figures;
- (vi) that any cheque and any alterations thereon is signed by an authorised signatory.

- (c) The Customer is advised that:

- (i) where possible any completed cheque should be crossed with two parallel lines in order to make the cheque negotiable only through a bank; and
- (ii) if it is known with which Bank the beneficiary keeps his account, the name of the Bank should be added to the crossing in order to make the cheque negotiable only through that particular bank.
- (d) On receipt, in a form accepted by the Bank, of notice from the Customer to stop payment of a cheque, the Bank will record the notice as expeditiously as possible. The Bank is not responsible if such notice is not acted on otherwise than through negligence. If by reason of negligence a cheque is in fact paid after receipt of such notice, the Bank will reply the Customer upon proof to its satisfaction that the payment has not discharged or partially discharged any liability of the Customer to any party to the cheque and receipt of an assignment of the Customer's right against all such parties but not otherwise. The Customer will give the Bank all assistance necessary for the enforcement of the assigned rights. If reasonable assistance is not forthcoming or it is proved that the payment has discharged an obligation of the Customer, the Bank may re-debit the Customer, together with the costs of the action, and is entitled to be paid this amount.
- (e) Upon closure of any account, the Customer will return to the Bank any remaining unused cheque forms relating to that account, and the Bank will return to that account, and the Bank will return to the Customer the value of any refund of Revenue Stamps when obtained by the Bank, after deducting handling charges.

Customer Signature: _____

19. Cheques not drawn on Bank's form in the manner specified by the Bank

The Bank may refuse payment of any cheque not drawn on the Bank's cheque form in the manner specified by the Bank in these Terms and Conditions.

20. Forged cheques

The Bank shall not be liable in any way to the Customer for having honoured, even negligently, any cheque the signature or content which has been forged if:

- (a) the Customer has facilitated such forgery either by failure to comply with any of the conditions contained in paragraphs (a) or paragraph (b) of Condition 18 hereof or by his negligence on any other way; or
- (b) the forgery has been perpetrated by an employee, servant, agent, contractor or subcontractor of the Customer.

21. Securities

At the request of the Customer, a list of securities held or deposited on behalf of the Customer with the Bank on the Customer's account, or deposited in the name of the Customer with the Bank's correspondents, will be prepared and supplied to the Customer once a year or more frequently if the Bank so agrees.

22. Safe custody

Any document, article, or selected packet may be received by the Bank for safe custody, at its sole discretion on the following terms;

- (a) The document, article, or sealed packet is received for account of the depositor and the Bank is not bound to ensure that the depositor has a valid title and consequent right to deposit the said article or sealed packet in safe custody with the Bank.
- (b) The document, article or sealed packet is received by the Bank shall be deemed to have been received at the sole risk of the depositor as regards damage to loss of the article through any cause whatsoever, including but not limited to moth, vermin, head or leakage, and the Bank accepts no responsibility for any such damage or loss except in so far as this clause provides to the contrary.
- (c) The Bank will issue a safe custody receipt for the document, article, or sealed

packet or terms so deposited with the Bank.

- (d) The Bank undertakes to exercise reasonable care in looking after the document, article or sealed packet and ensuring that any delivery thereof is effected in accordance with the express mandate given to and registered with the Bank at the time of delivery, against production of the safe custody receipt issued for the same.
- (e) The Bank has a lien over the said item(s) or any other such article deposited with the Bank for storage or safe custody for any outstanding charges, costs or expenses payable to the Bank on account of the safe custody services provided by the Bank and pursuant to that lien, the Bank is authorised to exercise in respect of the said item(s) such rights as the Bank is permitted by these general terms & conditions to exercise over any property over which the Bank has a lien.
- (f) The Bank is not responsible for the authenticity, validity, regularity or value of the document, article, or sealed packet or any item(s), deposited for safe custody, including but not limited to bills of lading, delivery orders, consignment notes, receipts, warrants, insurance policies or any other negotiable or non-negotiable document.

23. Communication

- (a) All notices, statements, letters and other communications from the Bank may be sent to the last known address given by the Customer, and the date of the Bank's copy of any such communication is taken as the date of such despatch in the absence of proof to the contrary.
- (b) Any written communication from the Bank to the Customer including but not limited to any notice given pursuant to these Terms & Conditions shall be deemed to have been received by the Customer, if delivered then at the date and time of delivery, and if sent by post the four days after posting, if sent to a Malawi address and five days after posting if sent to an address outside

Customer Signature: _____

Malawi, and in proving such despatch by post, it shall be sufficient to prove that the letter containing the communication was properly stamped and addressed and as such recorded in the Bank's Records.

24. Paid Cheques

The Customer indemnifies the Bank for any loss or damage caused in handling the paid cheques back to them.

25. Submission of Data to Credit Reference Bureau

The Bank shall submit the Customer's account details (both positive and negative) and any outstanding debt at any time to the Credit Reference Bureau in Malawi. The Bank shall have the sole right not to notify the Customer of the action taken, and the Bank shall not be held liable for the consequences of such action.

26. Interpretation

In these Terms & Conditions the expression "The Customer" shall include any person or persons, firm, company, Association, Society or Corporate body.

27. Amendments

Any addition or alteration to these Terms & Conditions made from time to time by the Bank of which notice has been given to the Customer shall be binding upon the Customer as fully as if the same were contained in these Terms & Conditions.

28. External Accounts

Opening of external accounts, maintenance thereof and all transactions pertaining to these accounts with the Bank will always be subject to exchange control regulations and instructions of the Reserve Bank of Malawi as issued and amended from time to time.

29. FATCA Compliance

The Customer acknowledges, if they are a citizen of the United States of America (US) or otherwise obligated to pay taxes in the US, that they are obligated to fill out a FATCA form. The Bank shall not be held liable for any failure to declare US taxpayer status on the Customer's part.

Debit Cards

1. Automatic Renewal

The automatic renewal of the debit card shall be at the sole discretion of First Capital Bank, based on an assessment of the Customer's card usage and activity. The Bank reserves the right to determine eligibility for automatic renewal based on factors including but not limited to the Customer's usage history, account status, and adherence to the Bank's policies and procedures.

Customers eligible for automatic renewal will be those whose debit cards are expiring and have demonstrated activity on their accounts within the past 60 days.

The Customer authorizes the Bank to charge the applicable renewal fee to the Customer's designated account. The Customer understands and agrees that failure to maintain sufficient funds in the designated account may result in the cancellation of the automatic renewal.

By submitting this application for a debit card with the Bank, the Customer agrees to the automatic renewal of their debit card upon its expiration date, subject to the terms and conditions outlined above. The Customer acknowledges that they have read, understood, and agree to abide by the terms and conditions regarding the automatic renewal of debit cards.

2. Merchant Usage

This Visa Debit Card ("Debit Card") is issued by First Capital Bank to customers ("Cardholders") who have their Savings/Current account with First Capital Bank. The Card must be signed on the reverse immediately after being received. The PIN must be memorized to prevent unauthorized use of the Card. The Card must be used only by the Cardholder. This Debit Card is ideally for electronic use and will be accepted at merchant establishments, which have an electronic point-of sale terminal.

For any usage of the Debit Card for purchases, at merchant establishments, other than through an electronic point-of-sale terminal, the merchant will have to call the bank for the transaction to be authorized.

Customer Signature: _____

G. GENERAL TERMS AND CONDITIONS APPLICABLE TO CUSTOMER'S ACCOUNTS

Whenever the Debit Card is used to make payments at merchant establishments, the Cardholder must sign the charge slip and retain the Cardholder copy. Copies of the charge slip may be furnished by First Capital Bank at an additional charge as per tariff guide. A charge slip, with the signature of the Cardholder together with the Debit Card number noted thereon shall be conclusive evidence, between First Capital Bank and the Cardholder as to the extent of liability incurred by the Cardholder.

First Capital Bank shall not be required to ensure that the Cardholder has received/availed of the goods/services to his/her satisfaction. Any charge slip, not personally signed by the Cardholder but for which the transaction can be proven as being authorized by the Cardholder will also be deemed to be the Cardholder's liability. First Capital Bank accepts no responsibility for any surcharge levied by any merchant establishment and debited to the account along with the transaction amount.

In case of Debit Cards linked to multiple accounts; transactions executed at merchant establishments will be affected by debiting the primary account. In case this account has insufficient funds to honour such transactions, then First Capital Bank will not honour the transactions, even if the necessary funds are available cumulatively or severally in the other accounts linked to the Debit Card. The Card will expire on the date on the front of the Card. First Capital Bank will not be liable for any failure to provide any service or to perform any obligation, there under, where such failure is attributable (whether directly or indirectly) to any malfunction of the ATM or the Debit Card, temporary insufficiency of funds, any dispute or other circumstances beyond the control of First Capital Bank.

For all cash withdrawals at ATMs, any statements issued by the ATM, at the time of withdrawal shall be conclusive, unless verified otherwise by First Capital Bank. Any such verification shall likewise be final and conclusive, and this verified amount will be binding.

3. Billing & Payments

The account shall be debited with the amount of any withdrawal, transfer and/or any other

transactions effected by use of the Debit Card. The Cardholder shall maintain sufficient funds in the account to meet any transactions. The Cardholder shall not be entitled to overdraw the account with First Capital Bank or withdraw funds by use of the Debit Card in excess of the overdraft limit, if any, agreed with First Capital Bank. If there are insufficient funds in the account to pay for a transaction the purchase may be declined, or the retailer may allow the customer to pay the balance by some other means.

The records of Debit Card transactions ("transactions") will be available on the statement sent by First Capital Bank. Such statements shall be mailed to the Cardholder on a periodic basis to the mailing address, as available on the record and as per the Terms and Conditions applicable to the account. The Cardholder can also get a verbal or written record of his/her transactions at any time by calling the First Capital Bank Call Centre or utilizing the mini-statement facility at First Capital Bank ATMs.

The Cardholder will inform First Capital Bank in writing within fifteen (15) days from the statement date, of any irregularities or discrepancies that exist in the transaction details on the statement sent by First Capital Bank. If no such notice is received during this time, First Capital Bank will assume the correctness of both the transactions reflected and the statement issued to the Cardholder.

4. International Usage

- (a) Use of the Debit Card must be in strict accordance with Foreign Exchange Control regulations hereunder (hereinafter referred to as "FEC").
- (b) In the event of any failure to comply with the same, the Cardholder(s) will be jointly and severally liable for action under the FEC provisions and may be debarred from holding the Debit Card issued by First Capital Bank either at the instance of First Capital Bank or Reserve Bank of Malawi (RBM). The Cardholder(s) shall jointly and severally indemnify and hold harmless First Capital Bank from and against any/all consequences arising

Customer Signature: _____

G. GENERAL TERMS AND CONDITIONS APPLICABLE TO CUSTOMER'S ACCOUNTS

from his/her non-compliance of FEC provisions.

- (c) First Capital Bank shall be under no liability, whatsoever, in respect of any loss or damage arising directly or indirectly on decline of authorization for any transaction on account of the Cardholder having exceeded the foreign exchange entitlements as prescribed by RBM from time to time, on First Capital Bank becoming aware of such excess.
- (d) The Cardholder undertakes not to use the Debit Card to effect payment(s) for any illegal purchases i.e. purchases of items/services not permitted as per extant laws, rules and regulations (including FEC).
- (e) Although the VISA logo may be displayed in some countries, the Card may not operate there (due to restrictions of VISA). The Cardholder must comply with all laws and regulations (including FEC regulations) in respect of the Card in the country of purchase or use.

5. Lost Cards

- (a) The loss or theft of the Debit Card should be reported to First Capital Bank immediately. The loss or theft may be reported at the Visa Global Assistance Services Help lines, whilst outside Malawi. Although, loss or theft may be reported by any means, but without any negligence, the Cardholder must confirm the same to First Capital Bank in writing as well. A copy of the acknowledged police complaint, regarding such loss/ theft of the card, must accompany the written confirmation made to First Capital Bank.
- (b) If, transactions at merchant establishments are received by First Capital Bank after the Debit Card has been lost or stolen, but before receipt of written intimation by First Capital Bank, then the Cardholder shall be liable for all such amounts debited to his/her account, prior to the Debit Card being reported stolen/lost.
- (c) The Cardholder, hereby, indemnifies First Capital Bank fully against any liability (civil or criminal), loss, cost, expenses or damages that may arise due to loss or

misuse of the Debit Card in the event, that, the Debit Card is lost and its loss is not reported to First Capital Bank in accordance with clause (i) of this section, or it is lost and the same is misused, before First Capital Bank is informed in accordance with clause (i) of this section.

- (d) Provided the Cardholder complies in all respects with the applicable Terms and Conditions, a replacement Debit Card may be issued at the sole discretion of First Capital Bank at the applicable fee. First Capital Bank will debit the account with any cost incurred in issuing the said replacement Debit Card.
- (e) The Cardholder must assist First Capital Bank and the Police in any enquiries and attempts to recover a lost or stolen card. If a lost card is subsequently found it must not be used unless First Capital Bank confirms that it may be used.

First Capital Bank reserves the right to disclose, in strict confidence, to other institutions, such information concerning the account as may be necessary or appropriate in connection to its participation in any Electronic Fund Transfer network, or as First Capital Bank may deem necessary for the performance of any obligations arising out of or in connection with the usage or operation of the Debit Card.

6. Disclosure

First Capital Bank may assign any activities to any third party at its sole discretion and provide details of the account to such third-party agencies, for the purpose of back-office processing and other activities outsourced as per RBM guidelines. In this connection, the Account holder(s) understands that First Capital Bank needs to and so he/she authorizes First Capital Bank to process, share, store or transmit information about the Cardholder, the account and/or the transaction within First Capital Bank or with any institution or agent or third party used by First Capital Bank. First Capital Bank undertakes that any such processing, sharing, storage or transmission of information will be done on a confidential

Customer Signature: _____

G. GENERAL TERMS AND CONDITIONS APPLICABLE TO CUSTOMER'S ACCOUNTS

basis and First Capital Bank will endeavour to maintain the strict confidentiality of such information within First Capital Bank Group unless (a) otherwise required or permitted by any applicable law, regulation or request of any public or regulatory authority; or (b) disclosure is required for the purposes of preventing fraud, or (c) First Capital Bank deems disclosure necessary to provide the Debit Card facility. First Capital Bank reserves the right to report to RBM, any foreign currency withdrawals/ payments effected using the Debit Card. The Bank will take all reasonable precautions to keep Personal Information secure and protect it under the security policies and procedures.

7. International Usage

First Capital Bank shall always remain the owner of the Card and therefore, reserves the right to cancel/withdraw at any time without any prior notice or to renew at its discretion, the Debit Card or any of the other services related offered at any time without prior notice and without assigning any reason thereof.

In the event, when the Cardholder decides to close their account with First Capital Bank, the Debit Card issued on such account would automatically stand cancelled. The Cardholder must immediately cease to use the Debit Card and destroy and return to First Capital Bank the Debit Card linked to such account. In case of any outstanding transactions that have yet

not been debited to the account, the same will be netted off by First Capital Bank from the existing balance of the account, prior to returning the funds to the Cardholder.

In the event, when the Cardholder decides to terminate the usage of the Debit Card facility, the Cardholder shall give First Capital Bank, not less than 7 days prior notice in writing and forthwith return to First Capital Bank, the Debit Card, cut into several pieces through the magnetic strip and chip, and obtain a valid receipt thereof. Such termination shall be deemed a termination of the Debit Card facility, accorded by First Capital Bank to the Cardholder. First Capital Bank shall be entitled to terminate the Debit Card facility with immediate effect and the Debit Card shall be returned, upon the occurrence of any of the following events:

- (a) Failure to comply with the Terms and Conditions herein set forth.
- (b) An event of default under any agreement or commitment (contingent or otherwise) entered into with First Capital Bank.
- (c) The Account holder(s) becoming the subject of any bankruptcy, insolvency proceedings or proceedings of a similar nature.
- (d) Demise of the Cardholder.
- (e) Closure of the account or failure to maintain the minimum average balance in the account.

Customer Signature: _____

H. DECLARATION AND SIGNATURES

Declaration of acceptance

I/We declare that all the particulars given by me/us are true. I/We confirm that I/We have read the terms and conditions governing the opening, operation and closure of the accounts with First Capital bank and agree to be bound by them. I/We also confirm that I/We have collected a copy of the terms and conditions governing customer accounts with First Capital Bank and tariff guide.

Applicant's Signature

DD

MM

YYYY

Applicant's Signature

DD

MM

YYYY

Data Protection Clause

Data Protection Officer: dpo@firstcapitalbank.co.mw

The customer's personal data will be collected, processed, and stored by First Capital Bank or other qualifying third parties for: assessing and processing applications for banking services, verifying identities and conducting any other security checks in line with the Data Protection Act (2024), conducting due diligence, including ongoing and enhanced due diligence, on the customer's fitness for banking services as requested during the tenure of the relationship, administering accounts, where the application is approved, monitoring the operation and activity of the account in line with business requirements and regulation, maintaining sufficient records of relationships and transactions, improving our products and services offerings; and providing other products and services that may be of interest.

The bank shall collect this personal information from the customer and/or other third parties who would have collected this information through their own due diligence.

First Capital Bank is the controller of the customer's personal data and shall store this data within its systems and infrastructure in a safe and secure manner. The Bank may also share this personal data with third parties for processing. The Bank shall take reasonable steps to ensure that all third-party processing of personal data is conducted in a safe and secure manner in line with relevant regulations.

First Capital Bank recognizes that as a Data Subject, the customer has the right to information, correction, erasure, access to personal information, and enquiry into automated decisions

By signing below, I acknowledge and consent to First Capital Bank's Data Protection Clause.

Applicant's Signature

DD

MM

YYYY

Applicant's Signature

DD

MM

YYYY

Indicate here to opt **out** of receiving promotional messages from First Capital Bank:

I do not want to receive promotional messages from First Capital Bank

I. TO BE ATTACHED TO THIS APPLICATION

Documents to be submitted with the complete application form – please tick (✓):

A certified true copy of proof of identity

A copy of proof of address

A copy of proof of income

A filled specimen signature card (F 02)

J. FOR BANK USE ONLY

Application checked by:

Signature

Application verified by:

Signature

Branch Stamp