EmpowerBank
BANKING ON THE FUTURE

Application for Business Account

Supporting Documents
1. Memorandum & Articles of Association
2. Certificate of Incorporation/ Constitution
3. Directors' Valid ID & Passport Photos
4. Directors' Proof of Residence
5. CR2
6. CR14
7. CR16
8. Tax Clearance

THE MANAGER

Branch ______________________ Date dd mm yy

TYPE OF ACCOUNT

Current ☐ Savings ☐ Term ☐ Other ☐

TICK WHERE APPLICABLE USD ☐ ZAR ☐ GBP ☐ EURO ☐ BWP ☐ ZWD ☐ OTHER ☐ ____________ Please indicate

Statement Frequency Monthly ☐ Quarterly ☐

Services Required Transaction Alerts ☐ E-statements ☐

Email for receiving e-statement(s) ____________

Any other account(s) held with Empower Bank? Yes No ☐

If yes, account number(s) ____________

APPLICANT'S DETAILS

Registered Name ____________

Trading Name

Country of Incorporation ____________ Certificate Incorporation Number ____________

Physical Address ____________

Postal Address ____________

Telephone Number ____________ Mobile No. ____________

Fax ____________ Email ____________

Website ____________ Facebook ____________

Twitter ____________ LinkedIn ____________ Skype ____________

Description of Business

____

Form of Ownership

Private Ltd Company ☐ Partnership Informal Body ☐ Public Company ☐ Other ____________

Company/organisation Ownership Details

1. Name of shareholder	Percentage	2. Name of shareholder	Percentage
3. Name of shareholder	Percentage	4. Name of shareholder	Percentage

Other Bank Reference(s)

Bank	Branch	Account Number	Period
Bank	Branch	Account Number	Period

Affiliated business, including those owned/managed by the same directors/partners/shareholders etc.

Name and Address of Company	Brief Description of Business	Telephone No.

DIRECTORS'/PARTNERS'/AUTHORISED SIGNATORIES'/SHAREHOLDERS' HOLDING 10% & ABOVE

(Please use additional schedule if needed)

Director 1/Partner 1/Signatory 1/Shareholder 1

Title MR ☐ MRS ☐ MISS ☐ DR ☐ OTHER ____________

Full Names First Name ☐ Middle Name ☐ Surname ☐

ID Number ☐ Passport Details: Number ☐

Passport Expiry Date dd mm yy Date fo Birth dd mm yy Nationality ☐

Country of Birth ☐ Citizenship ☐

Gender Male ☐ Female ☐ Marital Status Single ☐ Married ☐ Separated ☐ Divorced ☐ Widowed ☐

Residential Address ☐

Telephone No. ☐ Mobile No. ☐ Email ☐

Facebook ☐ Twitter ☐ LinkedIn ☐ Skype ☐

Hobbies/Interests Soccer ☐ Cricket Golf ☐ Tennis ☐ Other ____________ (specify)

Position ☐ Period with organisation ☐ Years ☐ Months ☐ % of ownership ☐

Any other account(s) held with Empower Bank? Yes ☐ No ☐

If yes, account number(s) ☐

Other Bank Reference(s)

Bank ☐ Branch ☐ Account Number ☐ Period ☐

Have you ever had any account compulsorily closed? Yes ☐ No ☐

If yes, give details ☐

Have you ever been declared insolvent or had civil judgement recorded against you? Yes ☐ No ☐

If yes, give details ☐

Are you related to any Empower Bank Director/Manager? Yes ☐ No ☐

If yes, provide name ☐

DIRECTORS'/PARTNERS'/AUTHORISED SIGNATORIES'/SHAREHOLDERS' HOLDING 10% & ABOVE

(Please use additional schedule if needed)

Director 2/Partner 2/Signatory 2/Shareholder 2

Title MR ☐ MRS ☐ MISS ☐ DR ☐ OTHER ____________

Full Names First Name ☐ Middle Name ☐ Surname ☐

ID Number ☐ Passport Details: Number ☐

Passport Expiry Date dd mm yy Date fo Birth dd mm yy Nationality ☐

Country of Birth ☐ Citizenship ☐

Gender Male ☐ Female ☐ Marital Status Single ☐ Married ☐ Separated ☐ Divorced ☐ Widowed ☐

Residential Address ☐

Telephone No. ☐ Mobile No. ☐ Email ☐

Facebook ☐ Twitter ☐ LinkedIn ☐ Skype ☐

Hobbies/Interests Soccer ☐ Cricket Golf ☐ Tennis ☐ Other ____________ (specify)

Position ☐ Period with organisation ☐ Years ☐ Months ☐ % of ownership ☐

Any other account(s) held with Empower Bank? Yes ☐ No ☐

If yes, account number(s) ☐

Other Bank Reference(s)

Bank | Branch | Account Number | Period

Have you ever had any account compulsorily closed? Yes ☐ No ☐

If yes, give details

Have you ever been declared insolvent or had civil judgement recorded against you? Yes ☐ No ☐

If yes, give details

Are you related to any Empower Bank Director/Manager? Yes ☐ No ☐

If yes, provide name

DIRECTORS'/PARTNERS'/AUTHORISED SIGNATORIES'/SHAREHOLDERS' HOLDING 10% & ABOVE
(Please use additional schedule if needed)

Director 3/Partner 3/Signatory 3/Shareholder 3

Title MR ☐ MRS ☐ MISS ☐ DR ☐ OTHER

Full Names First Name | Middle Name | Surname

ID Number | Passport Details: Number

Passport Expiry Date dd mm yy | Date fo Birth dd mm yy | Nationality

Country of Birth | Citizenship

Gender Male ☐ Female ☐ Marital Status Single ☐ Married ☐ Separated ☐ Divorced ☐ Widowed ☐

Residential Address

Telephone No. | Mobile No. | Email

Facebook | Twitter | LinkedIn | Skype

Hobbies/Interests Soccer ☐ Cricket Golf ☐ Tennis ☐ Other (specify)

Position | Period with organisation ☐ Years ☐ Months ☐ | % of ownership

Any other account(s) held with Empower Bank? Yes ☐ No ☐

If yes, account number(s)

Other Bank Reference(s)

Bank | Branch | Account Number | Period

Have you ever had any account compulsorily closed? Yes ☐ No ☐

If yes, give details

Have you ever been declared insolvent or had civil judgement recorded against you? Yes ☐ No ☐

If yes, give details

Are you related to any Empower Bank Director/Manager? Yes ☐ No ☐

If yes, provide name

DIRECTORS'/PARTNERS'/AUTHORISED SIGNATORIES'/SHAREHOLDERS' HOLDING 10% & ABOVE
(Please use additional schedule if needed)

Director 4/Partner 4/Signatory 4/Shareholder 4

Title MR ☐ MRS ☐ MISS ☐ DR ☐ OTHER

Full Names First Name | Middle Name | Surname

ID Number | Passport Details: Number

Passport Expiry Date dd mm yy | Date fo Birth dd mm yy | Nationality

Country of Birth | Citizenship

Gender Male ☐ Female ☐ Marital Status Single ☐ Married ☐ Separated ☐ Divorced ☐ Widowed ☐

Residential Address

Telephone No. Mobile No. Email

Facebook Twitter LinkedIn Skype

Hobbies/Interests Soccer Cricket Golf Tennis Other (specify)

Position Period with organisation Years Months % of ownership

Any other account(s) held with Empower Bank? Yes No

If yes, account number(s)

Other Bank Reference(s)

Bank Branch Account Number Period

Have you ever had any account compulsorily closed? Yes No

If yes, give details

Have you ever been declared insolvent or had civil judgement recorded against you? Yes No

If yes, give details

Are you related to any Empower Bank Director/Manager? Yes No

If yes, provide name

To: EMPOWER BANK LIMITED

Resolutions of Board of Directors

We hereby certify that the following Resolution of the Board of Directors of

Was passed at a meeting of the Board held on the ______________________ day of ______________________
and has duly been recorded in the minute book of the said company.

Resolved
That an account for

be opened with Empower Bank at their

Branch
and that Empower Bank be and is hereby empowered to honour instructions, 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 person so authorised with regard to any account or accounts whether in credit or overdrawn or any transactions of the Company.

That Empower Bank be furnished with:
a) an up-to-date copy of the Company's Memorandum and Articles of Association.

b) the Company's Certificate of Incorporation

c) the Company's Certificate to commence Business (Public Companies only)

That the company give Empower Bank a list of the names of Directors, Secretary and other officers of the company and advise Empower Bank in writing of any change that may take place and Empower Bank shall be entitled to act upon the information so given.

That these resolutions be communicated to Empower Bank and shall constitute the company's mandate to Empower Bank to remain in force until revoked by notice in writing to Empower Bank 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 revocations.

Persons Authorised to Sign	Official's position		Panel (if applicable)
		Specimen signature	
		Specimen signature	
		Specimen signature	
		Specimen signature	
		Specimen signature	
		Specimen signature	
		Specimen signature	
		Specimen signature	

We further certify that the specimen signatures recorded above are correct

Chairman	Signature
Secretary	Signature
Signed at	Date

TERMS AND CONDITIONS

Introduction

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

(A) CORPORATE CURRENT/SAVINGS ACCOUNT MANDATE

We hereby authorise and request you to:

1. 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 you.
2. Honour such instructions or orders which may be drawn on the said account provided such instructions or orders are signed by us and to debit such instructions 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;
   - **i**. To assume full responsibility 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 reserves the right to impose such conditions in relation to further operation of our account(s) in 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 the time of posting of the said notice. No failure of 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 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.
   - **ii**. 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/term account which may be in force from time to time and our liability hereunder shall be joint and several;

   If you:
   - 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
   - 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.
   - v. 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.
   - iv. To be bound by a notification of change in conditions governing the account directed to our last known address and any notice or letter sent 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.
   - v. 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 of this clause;
   - vi. That the Bank will accept no liability whatsoever for funds handed to the Bank's representative outside banking hours or outside of the Bank's premises.
   - vii. That the Bank is under no obligation to honour any instructions/orders drawn on this account unless there are sufficient funds in the account to cover the value of the said instructions/orders and we understand and agree that any such instructions/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 instructions/orders before payment and without responsibility/liability to proceed withhold payment of such instruction(s)/order(s).
   - viii.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.
   - ix. 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 authorised 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.
   - x. 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.
   - xi. That the Bank is authorised 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;
   - xii. 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 (ies) of any of the account-holders including the deceased.
3. 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, 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.
4. 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 Empower Bank or any of their affiliates/ agents/ advisers/ regulators/ assignees/ partners or by our guarantor or third party service provider.
5. The Bank will not be liable to us for any loss, indirect or consequential, incurred by not acting on our instruction, such failure being caused by force majeure, acts beyond your reasonable control.
6. The Bank can give you a new account number and/or transfer your account to another branch if the Bank closes or combines branches.
7. 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 act in accordance with the old mandate.
8. .
   - 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 bona fide Saving Bank Account.
   - iii. Subject to sub-clause (iv) below, all withdrawals from an account are payable only at the branch of the Bank where the account is maintained.
   - iv. 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.
9. 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 its relationship with the Bank to any of the following:

1. Any office or branch of the Bank;
2. Any regulatory authority with jurisdiction over the Bank;
3. Any person to whom the Bank is required or authorised by law or court order to make such disclosure;
4. 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 authorised 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 authorise 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 printout 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:

a) 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).

b) 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 as "Process Agent" and without prejudice to any other mode of service allowed under any relevant law, the client irrevocably appoints the Process Agent as its agent for service of process in relation to any proceedings before the courts of Zimbabwe in connection with any dispute.

(J) Signing Arrangements

Full names Designation/Panel	Specimen Signature	Affix photo of signatory
Full names Designation/Panel	Specimen Signature	Affix photo of signatory
Full names Designation/Panel	Specimen Signature	Affix photo of signatory
Full names Designation/Panel	Specimen Signature	Affix photo of signatory
Full names Designation/Panel	Specimen Signature	Affix photo of signatory

Signing instructions

Declaration by Applicant(s)

We request Empower Bank to open the account(s) specified above. We agree to provide any document required. We acknowledge having read and understood the terms and conditions governing this account and agree to abide by them and such other rules that may be in force from time to time. It is understood that this account will be used for bona fide transactions relating to our business. We agree to inform the Bank of any changes in the information provided in this or in related documents.

We confirm that to the best of our knowledge and belief the information given above is correct. We authorise the Bank to make such enquiries and take up such references as it considers necessary in regard to the opening of such account(s).

We agree to be liable for any overdraft or debt due to the Bank, which the Bank may permit on this account in our name.

Customer's Signature: .... Date dd | mm | yy

Customer's Signature: .... Date dd | mm | yy

For Bank Use Only (Please Indicate 'Y', 'N' or 'N/A')

- [ ] Identity Produced
- [ ] Bank Report Received
- [ ] FCB Clearance Received
- [ ] Memo & Articles Received
- [ ] Certificate of Incorporation Received
- [ ] Proof of Residence Received
- [ ] CR2 Received
- [ ] CR6 Received
- [ ] CR14 Received
- [ ] Constitution Received
- [ ] Tax Clearance Received
- [ ] Account Declined
- [ ] Account Approved
- [ ] Account Opened