

REFERREE CODE:

KUMBUKUMBU NAMBA:

**ACCOUNT OPENING FORM FOR INDIVIDUAL AND JOINT /**  
FOMU YA KUFUNGUA AKAUNTI YA BINAFSI NA PAMOJA

For Office Use Only / Kwa Matumizi ya Ofisi Tu

BRANCH / TAWI \_\_\_\_\_

CUSTOMER ID NUMBER

DATE / TAREHE \_\_\_\_\_

ACCOUNT NUMBER

Please complete this form in **CAPITAL LETTERS** / Tafadhali jaza fomu hii kwa HERUFI KUBWA  
Customer to fill in where appropriate / Mteja kujaza panapostahili

Account Name / Jina la Akaunti \_\_\_\_\_

Tick Where Appropriate / Weka Alama ya Vema (✓)  
Account Category / Kundi la Akaunti

Type of currency / Aina ya Fedha

Individual / Binafsi  Joint / Pamoja

TZS  USD  EUR  GDP  Other (specify) / Nyingine (taja) \_\_\_\_\_

Type of Account / Aina ya Akaunti

Current / Hundi  Mwalimu Saving Account  Child Savings  Fixed Deposit  Group Save  
 Akiba Yangu  Student Account  Other Account (specify) Akaunti Nyingine (taja) \_\_\_\_\_

Other Service Available / Huduma Zingine Tulizonazo

Cheque book / Kitabu cha Hundi  50 Leaves  100 Leaves  ATM  SMS Alerts / Taarifa ya Ujumbe Mfupi kwa Njia ya Simu

Mobile Banking  Internet Banking  Other Service / Huduma Nyingine \_\_\_\_\_

Mobile Number to use / Namba ya simu itakayotumika

Applicant Details / Taarifa za Mteja

First Name / Jina la Kwanza \_\_\_\_\_ Middle Name / Jina la Kati \_\_\_\_\_ Last Name / Jina la Mwisho \_\_\_\_\_

Gender / Jinsia  Male / Mume  Female / Mke  Marital Status / Hadhi ya Ndoa  Single / Pekee  Married / Ndoa  Other (specify) / Nyingine (taja) \_\_\_\_\_

Title / Hadhi  Mr  Mrs  Ms  Dr  Prof  Rev  Other (specify) / Nyingine (taja) \_\_\_\_\_

Date of Birth / Tarehe ya Kuzaliwa  Place of Birth / Mahali Ulipozaliwa \_\_\_\_\_

Country of Birth / Nchi Uliyozaliwa \_\_\_\_\_ Nationality / Uraia \_\_\_\_\_

Mobile No. / Simu ya Mkononi  Email Address / Barua Pepe \_\_\_\_\_

P.O. Box / Sanduku la Posta \_\_\_\_\_

Physical Address / Mahali Unapoishi

Address Verification / Uthibitisho wa Makazi

Place / Mahali \_\_\_\_\_  
House No. / Nyumba Na. \_\_\_\_\_  
Street / Mtaa \_\_\_\_\_  
District / Wilaya \_\_\_\_\_  
Region / Mkoa \_\_\_\_\_

Local Authority Letter / Barua ya Serikali za Mtaa \_\_\_\_\_  
Residential License / Leseni ya Makazi \_\_\_\_\_  
Title Deed / Hati Miliki \_\_\_\_\_  
Utility Bill - Electricity / Telephone / Water / Bill ya Umeme / Simu / Maji \_\_\_\_\_

Physical Address / Mahali Unapoishi

Identity Type / Aina ya Kitambulisho \_\_\_\_\_ Issuing Authority / Mtoaji \_\_\_\_\_

ID No. / Na. Ya Kitambulisho

Place of Issue / Ilipotolewa \_\_\_\_\_ Date of Issue / Tarehe ya Kutolewa

Date of Expiry / Tarehe ya Mwisho wa Matumizi

## Employment Details / Taarifa za Ajira

**Name of Employer** / Jina la Mwajiri [if employed / kama umeajiriwa] \_\_\_\_\_

**Type of Business** / Aina ya Biashara \_\_\_\_\_ **Work ID No.** / Na. ya Kitambulisho \_\_\_\_\_

**Street** / Mtaa \_\_\_\_\_ **District** / Wilaya \_\_\_\_\_

**Region** / Mkoa \_\_\_\_\_ **Expected Monthly Turnover** / Pato la Mwezi \_\_\_\_\_

**Office Phone No.** / Namba ya Simu ya Ofisi \_\_\_\_\_ **Email** / Barua Pepe \_\_\_\_\_

**P.O.Box** / Sanduku la Posta \_\_\_\_\_

## Business Activities / Biashara anayofanya

<input type="checkbox"/> <b>Manufacturing</b> / Uzalishaji	<input type="checkbox"/> <b>Financial Services</b> / Huduma za kifedha	<input type="checkbox"/> <b>Foreign Trade</b> / Biashara ya Nje
<input type="checkbox"/> <b>Retail Trade</b> / Biashara ya Rejareja	<input type="checkbox"/> <b>Wholesale Trade</b> / Biashara ya Jumla	<input type="checkbox"/> <b>Agriculture</b> / Kilimo
<input type="checkbox"/> <b>Education</b> / Elimu	<input type="checkbox"/> <b>Real Estate</b> / Biashara ya Majengo	<input type="checkbox"/> <b>Fishing</b> / Uvuvi
<input type="checkbox"/> <b>Forestry</b> / Misitu	<input type="checkbox"/> <b>Hotels and Restaurants</b> / Hoteli na Migahawa	<input type="checkbox"/> <b>Electricity</b> / Umeme
<input type="checkbox"/> <b>Hunting</b> / Uwindaji	<input type="checkbox"/> <b>Mining and Quarrying</b> / Uchimbaji wa madini	<input type="checkbox"/> <b>Health</b> / Afya
<input type="checkbox"/> <b>Gas</b> / Gesi	<input type="checkbox"/> <b>Building and Construction</b> / Ujenzi	<input type="checkbox"/> <b>Tourism</b> / Utalii
<input type="checkbox"/> <b>Leasing</b> / Upangaji	<input type="checkbox"/> <b>Ware housing and Storage</b> / Maghala na Bohari	<input type="checkbox"/> <b>Water</b> / Maji
<input type="checkbox"/> <b>Transport and Communication</b> / Usafiri na Mawasiliano		

**Others** /Nyingine (Please Specify / Tafadhali eleza) \_\_\_\_\_

## Next of Kin:

Name		
Relationship		Age:
Mobile No.		Physical Address:

## Signing Powers / Idadi ya watia sahihi (For Joint Accounts Only)

**One to Sign** / Mmoja
  **Either/Or** ; Mmojawapo
  **Two to Sign** / Wawili Kusaini
  **All to Sign** / Wote Kusaini

## Customer (s) Consent Clause / Makubaliano Ya Mteja

### MANDATE DECLARATION

I/We request you to open an Account as specified above . I/We agree to provide documents required by you according to the type of account requested and abide by the current General and Specific Terms and Conditions for operating the relevant Account.

I/We agree to inform you of any changes in the information provided in this form or in related document and to abide by the general and specified Terms and Conditions for operating the relevant Account.

1. Name/ Jina \_\_\_\_\_

2. Name/ Jina \_\_\_\_\_

3. Name/ Jina \_\_\_\_\_

### IDHINISHO

Mimi/ Sisi ninaomba / tunaomba kufunguliwa akaunti . Mimi/ Sisi ninakubali/ tunakubali kutoa nyaraka zote zinazohitajika na benki kufuatana na aina ya akaunti niliyo/ tuliyo omba na kufuata masharti ya uendeshaji wa akaunti hii.

Mimi / sisi ninaahidi / tunaahidi kuwasilisha mabadiliko yoyote kaatika taarifa ninayowakilisha/ tuliyowakilisha na kufuata masharti ya uendeshaji wa akaunti hii.

1. Signature/ Sahihi \_\_\_\_\_

2. Signature/ Sahihi \_\_\_\_\_

3. Signature/Sahihi \_\_\_\_\_

## FOR BANK USE ONLY / KWA MATUMIZI YA BENKI TU

### First Applicant

**AML risk rating** PEP  YES  NO

**KYC Compliant ?**  YES  NO

### Witnessed and opened by:

**Bank Officer names:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### Signature and Stamp:

**Checked by:**  
**Supervisor names:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### Approved by Manager/Assistant Branch Manager

**Full names:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## SPECIMEN SIGNATURE CARD

Date: \_\_\_\_\_

Account Number 

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Branch: \_\_\_\_\_

**Tick where applicable**

**Account Type**

Current Account       Savings Account       Fixed Account

Other Account: \_\_\_\_\_

**Type of Currency**

TZS       USD       Other Specify  
 GBP       EURO      \_\_\_\_\_

**Type of Customer**

Personal       Sole Proprietor       Company  
 Joint       Partnership       Society/ Group/ Club/ Association

Title of Account \_\_\_\_\_ Occupation/ Business \_\_\_\_\_

Photograph Picha	Name _____ Type _____ <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
	Signature Sahihi	Thumb Print Alama ya Kidole

Photograph Picha	Name _____ Type _____ <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
	Signature Sahihi	Thumb Print Alama ya Kidole

**BANK USE ONLY**

Signature(s) Authorised By: \_\_\_\_\_ Date \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS FOR OPERATING WITH MWALIMU COMMERCIAL BANK PLC

In these terms and conditions the word "Customer" means the undersigned overleaf, and shall include any person or persons, firm or corporate body.

"The Bank" means MWALIMU COMMERCIAL BANK PLC.

"ATM Card" means all brands of Electronic Cards issued by The Bank at the request and in the name of the person named upon it for use in connection with Debit/ATM card facilities provided by the Bank, which can be used in Tanzania.

"Account" means account to be opened in accordance with the instructions overleaf and any other account opened by the customer at any time which the ATM Card relates and which is designated by the customer for ATM transactions

"PIN" means a Personal Identification Number issued to a customer whom the ATM card has been issued.

"ATM" means automated teller machine. "Secure Purse" means a protected wallet which is accessed using a PIN.

"Merchant" means any retail outlet that accepts MCB ATM Card for payment of goods and services.

### 1. Deposit Account Relations:

#### i. Interest Application;

The Bank shall accrue interest on daily basis and apply on accounts depending on the type of the account, calculated based on the Bank's prevailing interest rates.

#### ii. Customer's Instructions:

By Opening an account, the Customer mandates the Bank to honour and to debit to his account all cheques, drafts, bills, promissory notes, acceptance, negotiable instruments and other orders drawn, accepted or 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 instructions may cause his account to be overdrawn or an overdraft to be increased.

#### iii. Bank as Collecting Agent

The Bank acts only as the Customer's collecting agent and assumes no responsibility for the realization of any items deposited with the Bank for collection. Proceeds of cheques or other instruments deposited are not available for withdrawal until collected by the Bank. The Bank reserves the right to debit any account that may have been exceptionally credited with an item subsequently unpaid on collection notwithstanding that the item in question has surpassed the clearing period.

#### iv. Reservation on Deposits;

Any deposit made in the customer's account other than cash payments will be credited to the account subject to receipt of the amount by The Bank. This also applies to deposits made by cheques drawn on other accounts with The Bank, including accounts with other Banks paying the cheques. The reservation applies even if it has not been stated on the receipt or credit advice.

#### v. Cash Withdrawals and Transfers

Cash withdrawals /transfers may be made by customers at our branch on demand upon signing of appropriate forms. Withdrawals, purchases, or credit transfers can also be done at ATMs, POS (Agency banking), MCB Mobile Banking or Internet Banking.

The Bank has the right to debit the customer account with the amount of any Withdrawal/transfer/payment made by the use of the MCB Mobile Banking, ATMs or over the Internet in line with the terms and conditions related to such services.

#### vi. Noting and Protesting

The bank shall not be liable in any way to the customer for having honoured even negligently any cheque with the signature or content of which has been forged if:

- The customer has facilitated such forgery either by failure to comply with any of the conditions mentioned in clause 14), Or
- There has been a previous forgery of any cheque of the customer without the customer having objected to the first statement of account which debited such cheque as provided in clause 13, Or
- The forgery has been perpetrated by an employee, servant, agent, contractor or sub-contractor of the customer.

#### vii. Overdrawn account :

If the Bank authorizes the Customer to overdraw the account to such extent and for such period as the Bank shall in its absolute discretion determine, interest shall be levied on such overdrawn account. All unauthorised overdrawn balances to be charged interest at a penalty rate set by the Bank.

#### viii. Stop payment order:

The Bank will not accept verbal stop payment orders in the event of loss or theft of a cheque or bankruptcy or death of the holder. They must always be in writing and duly signed by customer regardless of whether the customer is in /out of the country.

### 2. Fees:

- Application of Fees to customers account:** The Bank shall have the right, without notice to the customer, to debit the customer's account in recovery of all expenses, all fees, legal costs, interests, commissions, taxes, and stamp duties paid or incurred on his behalf, or charges, including interest, levied as a consequence of any dealings between the Bank and Customer. The Bank reserves the right to levy service fees at such general rates and intervals as the Bank shall determine from time to time, such service fees shall be displayed on the notice board in the Banking Hall and published in the newspapers periodically as required by law.

#### Authorized Signatories

The Bank will rely on specimen signatures provided by the customer or persons authorized to operate the account within the specified mandates.

#### Returned Cheques indemnity:

The Customer hereby undertakes to indemnify the Bank against all liabilities arising from returned cheques.

### 3. Errors of Transmissions and inadequate Execution of Orders:

- All payment orders, exchange operations and sales or purchase of stocks, bonds or shares in Tanzania or elsewhere, undertaken by the Bank, for the account of the customer shall be at customer's own expense.
- Neither the Bank/any of its agents/correspondents nor any respective employees shall be liable for any mutilation, interruption, error of transmission, omission or delay occurring in any transactions medium including, without limitation, cables, airlines, courier services, telex, telecommunication and facsimile system, however occurring. Interest claims arising out of delays in transaction or inadequate execution of orders shall not be accepted by the Bank. The bank is not bound to carry out the instructions given through MCB Mobile or Internet Banking or any other channel as they become available, if the Bank at its sole discretion, believes that such instructions do not come from the customer.
- The Bank shall not be responsible for any loss or damage incurred or suffered by the customer as a result of non-acceptance of instructions given through MCB Mobile Banking and /or Internet Banking.

### 4. Right of Set off and Combination of Accounts:

- All operations between the Bank and Customer of whatsoever nature shall be considered and treated for all purposes as a single integral and indivisible account, and the Bank shall have the right, without giving advance notice to the customer, to close and set off any account in the name of the Customer against any other such account or in that of any establishment of which the Customer is sole proprietor.

### 5. Right of Lien:

- The Bank has the right of lien on all properties of whatever nature (whether stocks, shares, bills/cash, precious metal or otherwise) deposited with or held by the Bank in the name of the customer and shall hold the same as security for the payment of the indebtedness due from the customer to the Bank (whether by way of principal, interest, commission, charges or otherwise whatsoever and whether such indebtedness shall be a fluctuating balance or otherwise. Without prejudice, the same shall not be affected by any other security held by the Bank for such indebtedness.

### 6. Joint Accounts:

- Individuals owning joint accounts authorize and empower each other to deposit with the Bank all cheques, notes or other instruments for the payment of money payable and purporting to belong to either or all of them and should any instrument on behalf of the customer and to credit the same to the account.
- In the event of death of any of the individuals owning the joint accounts, the surviving individuals shall be entitled to dispose of any credit balance, security or property available to the account and remaining unencumbered, freely without limitation.
- Any overdraft or other obligations incurred on the account or otherwise shall be the Joint and several liability of each and every individual owing the joint account /product.

### 7. Transactions Abroad:

- The Bank may choose a correspondent bank to make transactions abroad on behalf of the customer and will not be liable for any errors made by such bank or for its inability to fulfil its obligations. When depositing the customer's securities abroad, The Bank will, however, be liable for any such errors and /or non-fulfilment unless the correspondent bank has been chosen by the customer.

### 8. Simultaneous order in excess of customer's funds:-

- Where the Bank receives several orders at approximately the same time the total amount which exceeds the available balance of 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.

### 9. Customer Consent:

#### The Customer agrees and authorizes the Bank to;

- Make inquiries from any bank, financial institution or TBA approved credit reference bureau in Tanzania, or any mentioned referee to confirm any information provided by the customer.
- Seek information from any Bank, financial institution or TBA approved credit reference bureau when assessing the customer at any time during the existence of the customer's account.
- Disclose to TBA approved credit reference bureau information relating to the account maintained at the Bank.

### 10. Termination of Business Relations:

- The Customer and the Bank shall both have right to close the Account, Mobile and Internet Banking, Bills payments, services, ATM/Debit card related services and to request immediate settlement thereof, subject to specific conditions governing the type of accounts/Services.
- Unless there are exceptional circumstances, the Bank shall, in event of closing an account, give notice of intent to close and without any obligation to disclose reasons for doing so.

### 11. Statements:

A Bank statement for the account will be handed over to the customer or authorized agent or sent to the Customer by post to the last postal, physical or email address provided by the customer.

- The Bank shall not be obliged on any consequences if statements or other documents go to wrong address due to customer's failure to inform the Bank on changes in address.
- Statements will be issued to customers at approved frequencies without charges. Customers however can request for additional statements and will be charged as per Bank's prevailing rates and charges.
- The Customer undertakes to verify the correctness of each statement of account received from the Bank and to notify the Bank in writing within 28 working days from the day of receipt of the statement, of any omissions from or debits wrongly made to, or inaccurate entries in the account. The Bank statement shall be deemed a correct representation of the customer's account if the Bank does not hear from the customer upon expiry of the 28 days mentioned above.

### 12. Cheque Book and Fixed Deposit Receipt:

Cheque Books or Fixed Deposits Receipts shall be issued and used subject to terms and conditions printed on the inside cover of cheque books and back of Fixed Deposit Receipt. For avoidance of doubt the following conditions shall also apply:

- The Customer agrees to look after and use cheque books or cheques or Fixed Deposit Receipts with utmost care. The Bank shall not be liable in a case of a misplaced cheque or Fixed Deposit Receipt is presented to the Bank, with purported instructions, even if such purported instructions are honoured by the Bank.
- The Customer further agrees to ensure:
  - That all uncompleted cheque leaves are kept in safe custody at all times and that the Bank is informed immediately upon discovery by the Customer that any cheque book or any cheque leaf or Fixed Deposit Receipt is missing.
  - That any person preparing cheques is authorized to do so.
  - That any cheque is prepared and signed in ink.
- Dormant Account:
  - If the account remains inoperative (no customer initiated transaction, either debit or credit) for a period of six (6) months, such account shall be categorized as dormant Account, Interest shall stop accruing but charges shall continue accruing and applied, until the account is exhausted. Activation of such account may necessitate scrutiny and request for information.

### 13. Amendments:

The Bank reserves the right to modify these conditions at any time and any addition or alteration to these terms and conditions made from time to time by the Bank of which notice has been displayed to customers in the banking hall and shall be binding upon the customer as fully as if the same were contained in these terms and conditions.

### 14. Card and PIN Security

- Customer(s) must exercise all due care and attention to ensure the safety of the card and the secrecy of the PIN at all times and to prevent the loss of and /or use of the card or PIN by any third party.

- ii. The Customer shall keep the Bank informed immediately upon becoming aware that the card /Personal identification number (PIN) is lost /stolen and has fallen in to hands of an unauthorized party. iii. The Customer shall bear losses to be incurred on his account that result from failure to safeguard his ATM/Debit Card
- iii. The Customer shall bear losses to be incurred on his account that result from Failure to safeguard his PIN.
- iv. The Customer(s) must immediately notify the Bank of such loss, theft or disclosure. Any oral notification must be confirmed in writing immediately. He will be liable in respect of any transaction instruction given prior to receipt by the Bank notification of such loss, theft or disclosure.
- v. Lost or Stolen card notice shall indicate the particulars of the cardholder including, account number, card number, and cardholder's name.
- vi. If a card is lost or damaged, the Bank shall as soon as practicable issue a replacement card at the applicable replacement charges. viii. If the cardholder finds the reported lost, stolen, or at risk of misuse card, he must not use it. He must cut it in half and return it immediately to any Branch of The Bank.

**15. Using the Card:**

The Debit payment Card once issued is not transferable:

- i. The Debit payment card is for electronic use only at any terminal.
- ii. The Cardholder must sign the card upon receipt and must follow any instructions given about using the card and keeping it safe. The cardholder must also ensure that any additional cardholder follows the same instruction.
- iii. The Cardholder shall be fully liable in respect of each transaction instruction. Transaction information must be given in such a way that any confidential information displayed on a terminal is not displayed to a third party. The bank shall not be liable for any disclosure to any third party arising out of a transaction.
- iv. The card remains property of the Bank at all times. Hence the Bank can ask the cardholder to return the card or can ask other correspondents to hold the card on behalf of the Bank at any time.
- v. Card transactions shall be evidenced by a receipt issued by the merchant and duly signed by the cardholder.
- vi. The cardholder will sign a receipt when using the card to buy goods and services; failure to do so does not relieve him from liability for any card transaction effected by the Bank on the account through usage of the card.
- vii. The cardholder cannot "stop" payment for goods and services paid for using the card. viii. If a retailer makes a refund, the Bank will credit the cardholder's account upon receipt of the written instructions. The Bank will not be liable for or responsible for any delays.
- ix. Statement on all transactions performed by ATM/Debit Card, Mobile Banking, Internet banking, or over the Internet is recorded in the customer's account statement periodically given to customer or upon request. The customer has to MCB BANK PLC the responsibility of making a follow up on the same and report immediately upon noting an absence of expected transaction or presence of an unknown transaction. Complaints regarding card usage in the Internet, other banks ATM should be lodged not more than 90 days
- x. In case of a dispute as to be effective time the report was made, the date and time of receipt of written confirmation shall be conclusive evidence regarded as the date of notification of the Bank.
- xi. Bank will not be liable if any retailer, supplier or Bank refused to accept the Card.
- xii. For a Card issued to holders of a joint bank account, the holders of the joint bank account shall be liable for the card transactions. Any changes to the account mandates should be notified in writing. If the mandate is withdrawn the joint account holders shall be liable in respect of any transaction affecting the secure purse and bank account given by the valid PIN prior to thirty days.

**17. Acts that do not bind either party (Force Majeure):**

- i. Neither party shall be liable for failure or delay in the performance of its obligations under this agreement to the extent that such failure or delay is caused by matters beyond that party's reasonable control including but not limited to destruction arising out of war, rebellion, civil commotion, strikes, lockouts and industrial disputes, fire explosion, earthquake and/or other seismic activity, natural disaster, the unavailability of other media or other acts or orders of any government, council or other constituted body.
- ii. Notice of these circumstances shall be given to the other party as soon as practicable, for so long as performance of those obligations is suspended the other party may similarly suspend performance of its obligations.

**18. Applicable Law and Legal Domicile:**

The laws of The United Republic of Tanzania shall govern these conditions and that the Bank and the Customer shall irrevocably submit to the jurisdiction or the Courts of Tanzania.

**These are the General Terms and Conditions referred to in the Account Operations and Related Products and Services mandate signed by me/us, dated the.....Day of.....and that I/we have read and understood and hereby accept them.**

Signed by (OR for and on behalf of the Customer).....

Signed by (OR for and on behalf of the Customer).....