

### ACCOUNT OPENING FORM FOR OTHER THAN INDIVIDUALS

For Bank use only

9 5 2

0

Account No.

Customer ID:									Co	rpo	rate	ID	L											1 <sup>st</sup> Signato	ry
									2 <sup>nd</sup>	Sig	nat	ory												3 <sup>rd</sup> Signato	ry
Date of Opening:	D D	M	M	Υ	Υ	Υ	Υ						_									·	_		
For Customer us	e only																								
I / We, the person in (the "Bank") as sho										you	to o	oper	n my	/ / c	our a	acco	ount	with	n Ba	ank	of	Baro	da	Botswana	Ltd
Current Ac	count		_ c	Over	dra	ft		Ot	hers	s (Sp	ес	ify)													
Title of the Accou	nt (in B	lock	د Le	tters	s)																				
Date of Incorporation / Establishment / I	tion Registra	atior	<u>1</u>																						
Place and Country / Establishment / F	of Inco	orpo ation	ratio	n																					
Details of Registra	ition																								
Certificate of Incor	poratio	n No	).																						
Business Registrat	tion Ce	rtifica	ate l	No.																					
Date of Commence	ement o	of Bu	usin	ess			D	D	M	M	Υ	Υ	Υ	Υ											
Constitution							Sc	le F	rop	rieto	rsh	ip		F	artı	ners	ship			Pri	ivat	te Lin	nite	d	
							Pι	ıblic	: Lim	ited			Othe	ers	(Sp	ecif	y)								
Purpose of Openir	ng Acco	unt																							
Business Activities	6																								
Dealing in Product	ts / Ser	vice	s																						
Number of Years of experient		ness	i																						
Number of Employ	/ees																								
Annual Business 1		er				С	urre	ncy	:				Amo	oun	t (T	nou	san	ds):							
Last Financial ( Actual )	Year												Spe	cify	Ye	ar:									
1																									



Current Final (Expect		Amount (Thousands)						
	urce (s) of Funds ugh the account	Business A	ctivities		Investment			
		Loans (Sec	cured / Uns	secured)	ed) Others (Specify)			
Contact Information	tion:							
Registered Offi	ice							
Physical Addre	ess of Entity							
City:				Country:				
Tel. No(s):				Mobile. No	o(s):			
Fax No (s):	_			E-Mail ID:				
Postal Address	s:							
City:				Country:				
Tel. No(s):				Mobile. No(s):				
Fax No (s):				E-Mail ID:				
Details Of Sole P	roprietor / Partners	s / Authorised Signa	atories / D	irectors (/	'n Block Letters)			
Full Name:								
Date of Birth	D M M Y Y	Y Y Gender	MF	Nationali	ity:			
Marital Status : i	i) Married	ii) Single	iii) Divorced iv) Widowed					
v) Others (Speci	fy):		•		·			
Passport No / Omang No.			Place of Issue:					
Date of Issue	D M M Y Y	Y Y Date of	Expiry	D M M	YYYY			
Work Permit No.		Valid up to: D D M M Y Y Y Y (Only for expatriate)						
Residence Perm	nit No. :		Valid up to: D M M Y Y Y Y (Only for expatriate)					
Position held in			Annual	income:				
Details Partners	/ Authorise Signate	ories / Directors (In	Block Lett	ers)				
Full Name:								
Date of Birth	D M M Y Y	Y Y Gender	MF	Nationali	ity:			
Marital Status : i	i) Married	ii) Single	iii) 🗆	ivorced	iv) Widowed			
v) Others (Speci	fy):							



Passport No / Omang No.	Place of Issue:
Date of Issue D D M M Y Y Y Y Date	of Expiry D D M M Y Y Y Y
Work Permit No. :	Valid up to: D D M M Y Y Y Y (Only for expatriate)
Residence Permit No. :	Valid up to: D D M M Y Y Y Y (Only for expatriate)
Position held in company:	Annual income:
Details Partners / Authorise Signatories / Directors	(In Block Letters)
Full Name:	
Date of Birth D D M M Y Y Y Y Gend	er M F Nationality:
Marital Status : i) Married ii) Single	iii) Divorced iv) Widowed
v) Others (Specify):	
Passport No / Omang No.	Place of Issue:
Date of Issue D D M M Y Y Y Y Date	of Expiry D D M M Y Y Y Y
Work Permit No. :	Valid up to: D D M M Y Y Y Y (Only for expatriate)
Residence Permit No. :	Valid up to: D M M Y Y Y Y (Only for expatriate)
Position held in company:	Annual income:
* Please attach separate sheet for more Directors.	
Requirements:	
With Cheque Book	Sms Notifications
Operating Instructions:	
Singly Jointly Any one	Any two Others Specify:
Specimen Signatures of authorized signatories:	
Name: Name:	Name:
Contact No. Contact No.	Contact No.



### Other Account Details With Other Banks In Botswana And Credit Facilities:

Bank and Address of Branch	Account/Loan Details	Sanctioned Amount
1.		
2.		
3.		
4.		
* Attach a separate sheet if the number exceeds mo	ıre than above.	
Resolution For Opening of Company Account		
We hereby certify that the following resolution passe	ed by the Board of directors of the (Ful	I name of the company) -
		at a meeting of the Board
held on the (date) and ha	s been duly recorded in the minutes o	f the said meeting.
Resolved that a banking account for the company to  Branch and that the said ban and Promissory notes drawn, accepted or made on the	k be and is hereby authorised to hono	,
and to act on any instruction so give relating to the a transaction of the company. Mode of operation of the		vn or not or relating to the
Secretary Name:-	Chairman Name:-	
Signature	Signature	
Managing Director Name:-		
Signature		

### TERMS, CONDITIONS AND OTHER DECLARATION

### **FATCA DECLARATION**

I/We hereby consent Bank of Baroda (Botswana) Ltd Or Any of its affiliates (collectively "the Bank) to share my information with domestic and overseas regulators or tax authorities where necessary to establish my tax liability in any jurisdiction. Where required by domestic or overseas regulators or tax authorities, I consent and agree that bank may withhold from any accounts such amounts as may be required according to applicable laws, regulations and directives.

I undertake to notify the bank within 30 calendar days if there is any changes in any information which I/We have provided to the Bank as below

Sr No.:	Full names of all Partners/Directors	Nationalities / Citizenships held	Indicate if you are a U.S Resident / Citizen (Y/N)	
1.				
2.				
3.				

- 1 I/We declare that the above information provided is correct and that I/We shall provide the bank with any necessary documents for updation of KYC and other banking requirements from time to time.
- 1.1 I/We shall maintain the minimum balance in the account as prescribed by the bank from time to time.
- I / We hereby give consent / agree to provide the information pertaining me/us (it could be information relating to the customer's business, other banking accounts, etc.) required to regulators-such as BURS, FIA, DCEC, AML, etc through the bank, be provided.
- 3 Current accounts are opened with amount / sums of P3000 or upwards.
- Interest, charges, minimum balances and other account features shall be as per the bank's policy for each of the Bank's various accounts. Charges are applied as per tariff guide as published by the Bank from time to time. (every customer shall be made to understand requirements during account opening process.)
- 5 Cheques must be drawn on the printed forms provided by the bank, the bank has the right to refuse payments of cheques drawn otherwise.
- 5.1 Applications for cheque book must be made by the customer personally in writing. It is particularly requested that the printed requisition form inserted in the cheque books is used when a new cheque book is required in order to prevent it's misuse. Customers are requested to keep the cheque book under lock and key. Fill in the body of the cheque only before delivery; Fill in the amount in words as close as possible to the word 'Pula' and amount in figures as possible to the letter 'P'.
- 5.2 The writing of cheque should be clear and distinct, and cheques must be drawn in such a way as to prevent any alterations or addition after use.
- 5.3 Any alterations on the cheques must be authenticated through drawer's full signature, otherwise the cheques are liable to be returned unpaid and the amount in the cheques must be stated in both figures and words distinctly.
- 5.4 Payments of cheques are liable to be refused if the signature thereon does not exactly correspond with the one on the record at the Bank.
- 5.5 The Bank will register instruction from the drawer of the cheque to stop paying but cannot undertake any responsibility in case such instructions are inadvertently overlooked.
- 5.6 No cheques should be drawn for an amount less than P10 and more than P500 000. The Bank reserves the right to refuse payment of cheques drawn for amounts exceeding the stipulated amounts.
- 5.7 Cheques postdated, i.e bearing a date subsequent to the date of presentation, will not be paid. Cheques bearing date over three months prior date of presentation are liable to be refused payment.
- 5.8 Customers are requested to cross all the cheques intended for collection before issuing them.
- 6 Cheques must not be issued before the necessary funds have been credited to the account. If cheques be presented when there is insufficient funds to meet them, payment may be refused and charges recovered. Repeated disregard of these instructions will entail summary closing of the account.
- 7 The Bank reserves the right of closing any account which in its opinion is not operated satisfactorily. The Bank's decision is such matters shall be final.
- The Bank shall email the account statements on monthly basis to its customers (provided that the customer has given a correct and valid email address to the Bank.)



- Any query on the statement, the customer has the right to lodge it with their respective branches through branch heads. If the Bank suffers loss/ cost / or any other form of expenses as a result of breach of this agreement by an account
- 10 holder, then account holder will be liable for these.
- The Bank may give customer's information to regulators, law enforcement authorities, its agents (such as lawyers) and credit reference agencies as per their respective requirements with an understanding that they will keep the information confidential.
- Any account closure decision, should be notified in writing to the Bank (7 days notice) and you will be required to surrender all the documents (including cheques and cards) belonging to the Bank and to clear all outstanding liabilities you have in the Bank.
- The Bank reserves the right to alter these terms and conditions from time to time to suite changes in both its internal and external environments.

### **Letter of Indemnity of Modes of Instruction**

#### 1. The Mandate

I / We, the undersigned (hereinafter called the "customer"), refer to the mandate between **Bank of Baroda Botswana Limited** (the "Bank") and the customer governing the operation of the Customer's accounts, banking facilities and dealings and transactions of the Customer with the Bank (the "**Mandate**").

#### 2. Authorization

- 2.1 Notwithstanding any other agreement or course of dealing between the Bank and the Customer or the terms of the Mandate or of any future mandate by the customer to the Bank, the Bank is hereby instructed and authorized, but shall not be obliged, at the discretion of the Banks to rely upon and act in accordance with any notice, demand or other communication either transmitted by facsimile or an email message (such notice, demand or other communication are hereinafter collectively and individually called the "Notices") which may from time to time be, or purport to be, given by the persons mentioned in and whose specimen signatures are given in the section described as Specimen Signatures hereto and revised thereof ( without inquiry on the Bank's part as to the identity or authority of the person making or purporting to make or give such Notices and regardless of the circumstances prevailing at the time of such Notices.)
- 2.2 The Bank shall be entitled to treat such Notices as authorized by and binding upon the customer, and the Bank shall be entitled (but shall not be bound) to take or omit to take (as the case may be) such steps and action in reliance upon or in relation to such Notices as the Bank may in its discretion consider appropriate, whether such Notices include instructions to pay money or otherwise to debit or credit any account, or relate to the transfer or disposition of any money, securities or documents, or issue of bank drafts or support to bind customer to any agreement or other agreement with the Bank or with any other person or to commit the customer to any other type of transaction whatsoever, regardless of the nature of the transactions or arrangements or the amount of money involved and notwithstanding any error, miscommunication, misunderstanding or lack of clarity in terms of such Notices.

### 3. Indemnity

In consideration of the Bank complying in whole or in part with the terms of this letter as the Bank at its discretion considers appropriate, the Customer shall indemnify the Bank and keep the Bank Indemnified against all losses, claims, actions, proceedings, damages, demands, costs and expenses incurred or sustained by the Bank of whatever nature and howsoever arising out of or in connection with such Notices or the Bank's compliance in whole or in part with the terms of this letter.

#### 4. Governing Law

The banking relationship	shall be governe	d by and constructed acc	cording to the law	of the Land of Botswana.

Signature of 1<sup>st</sup> Signatory

Signature of 2<sup>nd</sup> Signatory

Signature of 3rd Signatory



### Interview Note (KYC / CDD Process)

Title Of Account:		
Nature of your Business, Describe a typical job/day. Supporting Business Documentation if any (e.g Plan etc.)		
Funding of Business		
Activities prior to this Business		
Business Premises Owned (Current Value) / Leased (Lease terms), etc.		
Amount Expected Cross Boarder Remittance Per Year		
Business Module		
Expected Deposits Per Year		
Expected Fund Utilisation / Payments Per Year		
Any other information		
Date of interview		
Comments of Interviewing Employee:		
	(Signature of the E	Employee with EC Number)
For Bank of Baroda (Botswana) Ltd Account	t Opening Employee	
I do hereby confirm that the customer's docume requirements) . The ID proofs have also been ve		rement (compliant with KYC
Officer's Full Name / Teller :	Signature:	Date:
For Bank of Baroda (Botswana) Ltd Account	Verification Employee	
I do hereby confirm that the account opening for	m meets all the bank's requireme	nts (all policies and procedures).
Officer's Full Name :	Signature:	Date:

### **List of Documents Required**

Acco	ounts of Companies	
i)	Certificate of Incorporation and Memorandum articles of association	
ii)	Form 2 - Application for registration of a company limited by shares	
iii)	Form 5 / Form 14 - Notice of situation of the company and notice of change of registered office	
iv)	Form 8 - Notice of issue of reduction of shares	
,		
v)	Form 13 - Notice of change of Director or secretary	
vi)	Share certificate	
vii)	Resolution of the Board of Directors to open an account and list of officials authorized to operate the	
:::\	account.	
viii)		
iv)	attested by the company.  Address proof of the company and signatory	
ix)	Copy of trading certificate if any	
x) xi)	Omang for resident, Passport, Resident permit, Work permit, Exemption for expatriates.	
,	ounts of partnership firms	
i)	Certificate of incorporation.	
ii)	Letter of partnership	Ш
iii)	Letter of authority granted to a partner or an employee to the firm to transact business on its behalf.	Ш
iv)	Any document (as given above for individual accounts ) identify the main partners and the persons	
	holding the power of attorney and their addresses.	
v)	Telephone bill / utility bill in the name of firm / partners.	
vi	Copy of trading certificate ( A certified copy of the above duly verified with the original shall be	
	obtained.)	
vii)	Copy of partnership certificate filed with local registrar office (if required under local laws.)	
viii)	Copy of partnership agreement.	
ix)	Copies of any other document in lieu of above two.	
Acco	unts of trusts & foundation /	
	ciation / club	
i)	Certificate of Registration / certificate of incorporation	
ii)	Letter of attorney granted to transact business on its behalf.	
iii)	Any documents listing out the names and addresses of trustees, settlers, beneficiaries and those	
	holding power of attorney, and other key officials involved in the day to day management of the trust to	
	the satisfaction of the respective bank.	
iv)	Resolution of the managing body of the foundation / association	
v)	A copy of bye-laws, rules and regulations	
vi)	Identification and address proof document	
vii)	Identification and address proof document of the person holding an authority to transact on its behalf.	
viii)	Where a person opens a trust account with a bank, the bank shall endeavor to know and understand the	
	structure of the trust sufficiently to determine the provider of funds and those who have control over the	
	funds (A certificate copy of the above duly verified with the original shall be obtained.)	

<sup>\*</sup> All documents must also be produce in original for verification at Branch.



OTHER TERMS AND CONDITIONS (For Non-Individual Accounts) Dormancy policy

- The account holder is required to ensure that the account remains active by conducting at least one customer-initiated transaction (such as deposit, withdrawal, fund transfer, bill payment, etc.) within a 12-month period.
- If there is no customer-initiated transaction in the account for a continuous period of 12 months, the account shall be classified as "Dormant" (Inoperative) as per the bank's policy and Bank of Botswana guidelines.

#### Once classified as Dormant:

- Debit transactions may be restricted to safeguard the account from potential frauds.
- The account holder may be required to undergo additional verification/KYC formalities to reactivate the account.
- The Bank may, at its discretion, notify the account holder through available contact details prior to classifying the account as dormant. However, it is the responsibility of the account holder to maintain regular activity.
- The account holder can request for reactivation of the dormant account by submitting a written request, completing necessary KYC documentation, and fulfilling any other requirements as prescribed by the Bank from time to time.
- Interest, if applicable (e.g., on call deposit account/ current account if permitted), shall continue to accrue on balances in dormant accounts and will be credited regularly, as per Bank policy.
- Bank reserve rights to recover Account maintenance charges, minimum balances charges during Dormancy of account as per bank prevailing services guidelines and any changes in time to time.

#### Minimum Balance Requirement and Interest Payment Clause

- The account holder shall maintain a minimum average monthly/quarterly balance (as applicable to the account type) as prescribed by the Bank from time to time for current accounts and call accounts products respectively (detailed features of products is provided). The prevailing minimum balance requirement shall be communicated at the time of account opening and shall also be available on the Bank's website and branch notice boards.
- In the event of failure to maintain the prescribed minimum balance, the Bank reserves the right to levy service charges/penalties as per its Schedule of Charges. Such charges shall be debited automatically from the account without any prior notice. Continued non-compliance may also result in restrictions on account operations or eventual closure of the account.
- Interest on Privilege current account " As per prevailing guidelines of Bank, The Sweep-In/Sweep-Out facility is available on a daily basis for account balances of BWP 150,000 or BWP 250,000, based on the customer's preference to avail either a 50% or 100% concession on cash transaction charges or interest on deposits exceeding the minimum balance requirement. The minimum amount for each sweep-in or sweep-out transaction is BWP 25,000, and such transactions must be in multiples of BWP 25,000, over and above the threshold balance of BWP 150,000 or BWP 250,000, as applicable. No interest will be payable if the swept-out amount is withdrawn before completion of 7 days. Interest will be earned at the prevailing rate applicable to Call Deposit Accounts, subject to changes from time to time as per the Bank's policy.

Note: Interest earned on fixed deposits is subject to Tax Deducted at Source (TDS) in accordance with the prevailing guidelines of the Botswana Unified Revenue Service (BURS).

 Generally, no interest will be paid on call account in all currencies. Any interest if paid on call deposit accounts in any currency will be subject to negotiation of customer with bank and will be paid for certain limited period depending up on fulfilling mutually agreed terms and conditions with the customers. In such case, Interest on Call deposit account will be calculated on negotiated interest rate and will be paid on the outstanding balance in the account, which is calculated on a daily basis and credited at monthly intervals.

- However, no interest shall be paid on balances below BWP 1,000 or prevailing guidelines and any changes in time to time.
- In case of Current account general, no interest will be paid in the account as per guidelines of bank product scheme.

#### Premature Withdrawal and Account Closure Policy

Premature withdrawal and account closure permitted both in Current accounts and Call accounts products are as per prevailing guidelines of bank. The service charges will applicable as per prevailing guidelines of bank and any changes in time to time if any. (The details of product features and services charges guidelines are provided to customers separately as per annexure-1 & 2)

I/We understand that the interest on my/our deposit account will be applied based on the Bank's prevailing variable interest rates as per its policies and guidelines. The Bank reserves the right to revise interest rates at any time, with immediate effect, in line with changes in its internal or regulatory framework. I/We acknowledge that such changes will be communicated through public notices published in two nationally circulated newspapers, as well as displayed at Bank branches and on the Bank's official website.

I/We confirm that the Bank has provided complete and transparent information regarding the features of all relevant products and services at the time of account opening. I/We have also been informed about the method of interest calculation, applicable service charges, and related operational guidelines. The Bank's officials have explained these details clearly and to my/our satisfaction. Having fully understood the terms, I/We willingly consent to avail the banking services offered and proceed with the application.

Furthermore, I/We confirm and agree to adhere to the Bank's Know Your Customer (KYC) and Anti-Money Laundering (AML) guidelines throughout the course of my/our relationship with the Bank.

### Signature of Customer/'s

1.	
2.	
3.	
1	



#### CLIENT INFORMATION SHARING CONSENT

Bank of Baroda (Botswana) Limited ("Baroda") will process and protect your personal information as required by relevant laws in the provision of services. Such processing may include personal identifiable information as well as financial and relevant financial information. You have the right to ask us for a copy of your personal information and to update or correct. Our complete privacy policy is available on our company website.

We collect, process, record, collate, store, analyses, disclose and disseminate personal information for purposes:

- to conclude and administer your account which may include processing of information for various services,
- · collection of payments dues.
- assessing and processing loans or changing any details in the accounts
- to comply with all legal and regulatory requirements, including applicable prudential rules and codes of conduct in our industry,
- to protect the Bank of Baroda (Botswana) Limited's interests.
- Digital services and
- any purposes related to the above

If you do not provide the requested information, the Bank of Baroda (Botswana) Limited cannot provide the requested services.

By signature hereof, you give consent for sharing of your personal information with Bank of Baroda (Botswana) Limited, including its parent company Bank of Baroda Limited, India and its subsidiaries in connection with services rendered by the Group and with other service providers where required for any of the purposes listed above including Law enforcement agencies.

We may send your personal information to service providers outside Botswana for the storage or further processing on the Bank of Baroda (Botswana) Limited's behalf. We will ensure we adhere to the provisions of the Data Protection Act before such trans-border transfer of your personal information.

Bank of Baroda (Botswana) Limited may provide you with information about its financial products and other services which may include text messages, emails and other related platforms. If you do not wish to receive such information, you have the right to withdraw such consent.

#### Client Consent Declaration

- I/We understand that the Bank of Baroda (Botswana) limited may hold information gathered about me from the Parent Bank or other Group subsidiaries and as such my rights under the Data protection Act will not be affected.
- I/We understand that all my personal information is treated as private and confidential by Bank of Baroda staff, independent contractors, agents and volunteers.
- I/We understand that personal information is held about me & I have to right to update my information providing supporting valid documents to the Bank.
- I/we understand & authorize the bank to disclose to, and verify any of the information that I have given to bank or my credit standing from any one the bank may consider appropriate (such as an authorities or credit reference agency)
- I/We have had the opportunity to discuss the implications of sharing or not sharing information about me.
- I/We have the right to see any information that Bank of Baroda (Botswana) Limited holds about me, and to have my details removed subject to compliance with regulatory requirement to keep such information for specific period if any.
- I/We understand my/our right to privacy and the right to have my/our personal information processed in accordance with the conditions for the lawful processing or personal information.
- I/we consent to share my/our personal information voluntarily and understand that such consent may be withdrawn at any time subject to compliance with requirement to keep such information as per law of country.
- I/We agree that personal information about me may be shared and gathered from the Bank of Baroda and its Group companies (including their subsidiaries).
- I consent to be contacted at the postal, residential and email addresses and telephone numbers that I have provide to the Bank, to be given information on other products and services the bank, or its strategic partners may offer.

- I/We hereby consent to Bank of Baroda, its branches, subsidiaries, affiliates, officers, employees, agents, advisors, and service providers (whether in Botswana or abroad) disclosing my/our personal, account, and transaction-related information to:
  - The Bank's Head Office and other entities within the Bank of Baroda Group ("Permitted Parties")
  - Professional advisors, consultants, and service providers engaged for processing or servicing banking or investmentrelated transactions
  - Debt collection agencies, data processing firms, and correspondent banks
  - Credit reference bureaus, business alliance partners, SWIFT network, insurers, or credit protection providers.
  - Any actual or potential assignee, participant, or transferee of the Bank's rights and obligations
  - Regulatory, judicial, or governmental authorities (including those involved in investigations)
  - Merchants and members of VISA or MasterCard networks in connection with card usage
  - Any person or entity deemed necessary by the Bank for the provision of banking services or for ensuring compliance with applicable laws

All such disclosures will be made in accordance with applicable laws and under a duty of confidentiality where required.

Name :
Specimen Signatures:
1)
Date:
Name :
Specimen Signatures:
2)
D.L.