

# ACCOUNT OPENING FORM - INDIVIDUAL

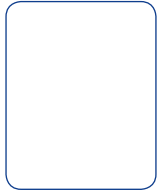


Access Bank (Rwanda) Plc

Please tick to indicate your preference

- ACCOUNT TYPE  Standard Current  Standard Savings  Salary Account  Access Advantage  
 Early Savers  Youth Savings  Ntugasaze  Fixed Deposit  
 Others: \_\_\_\_\_  Family & Friends

F	\$	€	£



## PERSONAL DETAILS

Title: Mr/Mrs/Ms/DR/ .....

Surname: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_

Marital Status: (Please tick)  Single  Married  Others (Please specify) \_\_\_\_\_ Gender: F  M

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Nationality \_\_\_\_\_ Dual citizenship Yes  No  If Yes, please specify \_\_\_\_\_

Place of Birth	Permanent Address	Current Address
Country :	Country :	Country :
Province :	Province :	Province :
District :	District :	District :
Sector :	Sector :	Sector :
Cell :	Cell :	Cell :
Village :	Village :	Village :
Street N°:	Street N°:	Street N°:
House N°:	House N°:	House N°:

Contact Details: Mobile N° \_\_\_\_\_ Office Phone N° \_\_\_\_\_ Email Address \_\_\_\_\_

Form of Identification:  National ID card  International Passport  Foreigner ID ( issued by NIDA)  
 Others (Please specify) \_\_\_\_\_ ID N° \_\_\_\_\_

Issue Country \_\_\_\_\_ Issue date \_\_\_\_/\_\_\_\_/\_\_\_\_ Expiry Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Social Security N° \_\_\_\_\_ Residence/Work Permit N° (for foreigners) \_\_\_\_\_

Tax Identification N° \_\_\_\_\_ Health Insurance N° \_\_\_\_\_ Social Economic Class \_\_\_\_\_

Education Level \_\_\_\_\_ Number of Dependants \_\_\_\_\_ Residence Type: Owner  Tenant

Related Party in Access Bank: Yes  No  Relationship Type: \_\_\_\_\_ Related Party Name: \_\_\_\_\_

## EMPLOYMENT DETAILS

Employment status:  Employed  Self-Employed  Unemployed  Retired  Student  Others \_\_\_\_\_  
 (Please specify)

Occupation \_\_\_\_\_ Income range \_\_\_\_\_ Income frequency \_\_\_\_\_

Employer's Name \_\_\_\_\_ Employee ID \_\_\_\_\_

Employer's Address: Country \_\_\_\_\_ Province \_\_\_\_\_ District \_\_\_\_\_

Sector \_\_\_\_\_ Cell \_\_\_\_\_ Village \_\_\_\_\_

## NEXT OF KIN DETAILS

Title: Mr/Mrs/Ms/DR/ .....

Surname: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_

Gender: F  M  Relationship \_\_\_\_\_ Mobile N° \_\_\_\_\_ Email Address \_\_\_\_\_

Form of Identification:  National ID card  International Passport  Foreigner ID ( issued by NIDA)  
 Others (Please specify) \_\_\_\_\_ ID N° \_\_\_\_\_

## ACCOUNT SERVICE(S) REQUIRED

Card Preferences (Fees Apply): Visa Debit Card

Electronic Banking Preference (Fees Apply): Mobile USSD  Access Pay

Transaction Notification: Email Alert (Free)  SMS Alert (Fees Apply)

Cheque Book Requisition 24 Leaves  48 Leaves

Cheque Confirmation Will you like to Pre-confirm your cheque? Yes  No

Cheque Confirmation Threshold: If the answer to the above is yes, please specify the threshold \_\_\_\_\_

## ACCOUNT OPENING MANDATE / SIGNATURE FORM - SIGNATORY A

Surname: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## ACCOUNT OPENING MANDATE / SIGNATURE FORM - SIGNATORY B

Surname: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## ACCOUNT OPENING MANDATE / SIGNATURE FORM - SIGNATORY C

Surname: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## MANDATE AUTHORISATION / COMBINATION RULE

Sole Signatory  Either to Sign:  Two to Sign  All to Sign

## TERMS AND CONDITIONS

### 1. Individual account opening form

To Access Bank (Rwanda) plc

#### I/WE (THE CUSTOMER) HEREBY REQUEST AND AUTHORIZE YOU TO:

- Open an account in my/our name and at time subsequently open further account accounts as I/we may direct
- Honor all orders which may be drawn on the said account provided such orders are signed by me/us and to debit without prejudice to your right to refuse to allow any overdraft or increase of overdraft and in consideration I/we agree:
  - To assume full responsibility for the genuineness, correctness and validity of endorsements appearing on all cheque, orders, bills, notes, negotiable instrument, receipts and/or account
  - 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 savings account receipt of which I/we hereby acknowledge.
  - To free the bank from any responsibility for any loss or damage to funds deposited with the bank due to any future government orders, law, levy, tax, embargo and or all others causes beyond bank's control
  - that all funds standing to my /our credit are payable on demand only in such local currency as may be in circulation
  - To be bound by any notification of change in conditions governing the account directed to my/our last known address and notice or letter send to my /our last address shall be considered as duly delivered and received by me/ us at the time it will be delivered in the ordinary course of post.
  - And I/we note that the bank will accept no liability whatsoever for funds handed to members of staff outside the bank's promises.
  - That any disagreements with entries on my/our bank statement will be made by me/us within 15 days of dispatch of the bank statement as rendered is correct.
  - The customer hereby agree that customer shall, at his /it on expense, indemnify, defend and hold harmless access bank from and against any and all liabilities any other loss may occur arising from or relating to the operation or use of the account or the services or breach, non performance or inadequate performance by the customer of any of this terms or the act, errors, representation misrepresentations, misconduct, or negligence of the customer in performance of its obligational
  - Under no circumstances shall Access bank be liable to the customer of any indirect, incidental, consequential, special or exemplary damages in connection with the account or the service
  - Access bank shall not be liable for any failure to perform obligation contained

in these terms or for any loss or damage that over suffered or incurred by the customer by the customer however caused and whether such loss or damage is attribute (directly or indirectly) to any despite or any other matter or circumstances whatsoever.

- The customer shall solely be responsible for ensuring full compliance with all the applicable laws and regulations in any regulation in any relevant jurisdiction in connection with establishment of his /her account in access bank and shall indemnify and keep indemnified access bank from all actions ,proceedings claims , losses ,damages, costs and expenses(including legal costs on a solicitor and client basis)which may be brought against suffered or incurred by access bank with any failure to comply with any such applicable laws/ regulations .
- The indemnities as aforesaid shall continue notwithstanding the terminations of the account
- that any sum standing to the debit or the current shall be interest charges at the rate fixed by bank from time to time. the bank is authorizing to debit from the account the usual banking charges, interest, commissions and any service charge set by management from time to time.
- I/we also agree that 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 me/us combine or consolidate all or any of my/our accounts without any liabilities to you or any other accounts or any other respect whether such liabilities be actual or confinements, primary or collateral and joint or several.
- I/we shall be solely responsible for the safe –keeping and confidentiality of the statements of account. Balance conformation certificate, cheque books, debit card and its pin, user id and password relating to internet banking and other items relevant or pertaining to the account
- I/we pledged that we shall not issues any cheque or instrument on our account without first ensuring that our account with the bank is sufficiently funded to accommodate such payments. consequently, we hereby authorize the bank to report to the national bank of Rwanda (BNR) Economic and financial crimes commission and/or any transaction or incident of returned cheque or instrument on our accounts due to insufficient funds for further investigation and prosecution.
- I/we pledge to comply with the rules and regulations put place by National Bank of Rwanda (BNR) regarding dud cheque from time to time. consequently, we hereby irrevocably and unconditional authorize the bank to enforce without further recourse to us, such national bank of Rwanda (BNR) rules and regulation on dud cheque as may be applicable against us in the event of our breach BNR. Rules

## 2. Debit card terms and conditions

### 1. Definition

In this Agreement

“Account” means any account held by a Cardholder in the Bank from which the Cardholder can carry on transaction with the Card.

“Accountholder” means a customer of the bank has an account with the Bank.

“Card or access card” means the debit card, including any renewal, replacement or Additional card(s) issued by the Bank to the Cardholder.

“Cardholder” means the person to whom the Bank issues one or more of the Card.

“Hotlist” means the list containing information or missing, lost, stolen, invalid cancelled cards.

“Participating Bank” means any bank other than one Bank participating in the interswitch, Visa or Payment System.

### 2. Issue of Cards

2.1. The Card is a debit card available only to Account holders of the Bank.

2.2. The Card shall only be used by the Cardholder and in accordance with the terms and conditions herein stated

2.3. Withdrawal of funds with the card from any ATM is only allowable against the credit balance on the relevant account of the Cardholder.

2.4. The Card may be used at all ATMs of the Bank wherever situated, and the ATMs of other banks.

### 3. Use of the Card and PIN

3.1. The Cardholder shall exercise all possible care to ensure to the safety of the Card in his/her possession at all times.

3.2. The Cardholder shall be responsible for the formulation and imputation of his/her PIN which shall at all times be known only used solely by Cardholder.

3.3. The PIN shall not under any circumstances be disclosed to any third party and if written on any material, it shall be the responsibility of the Cardholder to keep such material entirely secure at all times.

3.4. Use of the Card shall not be allowed after the validity period stated on the Card, after same has been placed on the hotlist, or after any notification to be Cardholder by the bank or any of its officers or agents of the cancellation or withdrawal of the Card.

3.5. It shall be the responsibility of the Cardholder to notify the Bank immediately in respect of any change in his/her name, business or residential address or telephone number(s)

3.6. The Bank shall not be liable of any machine malfunction, strike or dispute or any other circumstances affecting the use of the Card which is outside the direct control of the Bank.

3.7. The Cardholder shall be exclusively responsible for any losses arising from use of the Card by any unauthorized person up to seven days after the Bank receives written notification in accordance with clause 8.2 below.

3.8. The Cardholder shall be exclusively responsible for any losses to the Bank arising from the want of exercise of care in keeping the Card in keeping the Card or secrecy of the PIN or the use of the Card by any person whatsoever other than the Cardholder.

3.9. The Cardholder shall assist the Bank and/or its officers or agents in the investigation of any loss, theft or possible misuse of the Card and its recovery of any such Card

### 4. Transaction Limit

Withdrawal per transaction from any ATM at any single transaction is limited to 200,000 Rwf (Two hundred thousand Rwandan francs) and each Cardholder is subjected to a maximum of the amount of 300,000 Rwf (Three hundred thousand Rwandan francs).

### 5. Fees

All fees and charges applicable for the insurance and use of the Card shall be as may be determined from time to time by the Bank.

### 6. Representation and Warranties of the Bank

The Bank represents and warrants as follows

6.1. The Bank is a member of the interswitch Payment Systems.

6.2. The Card may be used in all ATMs bearing the Interswitch Payment logos irrespective of the Bank of ownership, provided that;

6.2.1.1. The Card is valid and authenticated in accordance with agreed security measures.

6.2.1.2. The Cardholder pays any fees including cash withdrawal fees charged by the Bank or the participating Bank.

6.2.1.3. Card is not on the hotlist and

6.2.1.4. The transaction meets the conditions set by the participating Bank.

### 7. Covenants of the Cardholder

The Cardholder hereby covenants and undertakes that the Cardholder shall comply with the terms of this Agreement and all other rules and regulations relating to the assurance and use of the Card

### 8. Lost and Stolen Cards

8.1 If a Card is lost, missing or stolen or if the PIN becomes known to any other person or if a Card or PIN for any other reason is likely to be misused, the Cardholder must, as soon as possible notify the Bank Loss Centre at Kigali branch or the nearest branch of the Bank.

8.2 Where such notification is made orally, it shall not take effect until the Bank receives effective notification in writing and the Cardholder shall be liable in respect of any use of the Card within seven days after the receipt of such written notification.

8.3 Upon receipt of such Notice as contemplated above, the Bank at all costs of the Cardholder issue a replacement card to the Cardholder.

8.4. It shall be responsible of the Cardholder to change the PIN as soon as a replacement Card is issued.

8.5 Any Card that is reported as lost, stolen, or missing which is found or recovered thereafter must be returned to the Bank immediately upon being found or recovered

### 9. Bankruptcy, insolvency and Receivership

In the event of the dissolution, death, bankruptcy or liquidation, the Bank may at its discretion terminate this agreement and disable the Card, or in the absence of any court to the contrary, for a fee and within two weeks of notification of any of the events aforesaid, issue a new card in favor of the receiver, receiver/manager, liquidator, trustee-in-bankruptcy, executor or administrator of the Cardholder

### 10. Disclosure of the Information

i. Access Bank may hold and process by computer or any other means, information obtains about the Cardholder in consequence of this agreement.

ii. Access Bank may disclose information on the Cardholder to:

a) Any person (including the police) for purpose of investigation of a fraud related matter.

b) Any relevant party involved in processing Accesscard transactions.

c) Any person who may assume Access Bank's right under this agreement.

d) Any party, if permitted or compelled to do so by the provision of any enactment, order of a court of law or any regulatory institution.

e) If a fraudulent activity is associated with the operation of your account, you agree that we have the right to apply restrictions to your account and report to appropriate law enforcement agencies

### 11. Termination of This Agreement

Either party terminate this agreement with seven days' written notice to the other party. Provided however, that the Bank may terminate his agreement with or without notice if the circumstances so warrant.

### 12. General Provisions

12.1. The Bank reserves the right at all times to supplement aimed or vary this agreement as a result of a requirement of law or product development or such other reason communicated to the Cardholder at the time of notification of the change. Any such change will be effective upon notice to the Cardholder and notice shall be by any means the Bank thinks fit. On receipt of such notification may at its discretion terminate this agreement in accordance with the condition of this agreement.

12.2. On termination, bankruptcy, dissolution, insolvency, liquidation or death, the Cardholder's obligation will continue until all cards issued in respect of the account are returned and all outstanding indebtedness owe the Bank by the Cardholder is fully repaid.

12.3. The waiver by the Bank of any breach of any term of this agreement will not prevent the subsequent enforcement of that term and will not be deemed a waiver of any subsequent breach

**I HEREBY CONFIRM THAT I HAVE READ THE ABOVE TERMS AND CONDITIONS AND AFFIRM THAT I TRULY UNDERSTAND AND ACCEPT SAME AS BINDING ON ME IN RELATION TO THE ISSUANCE AND LEASE FACILITY**

## 3. ELECTRONIC BANKING AGREEMENT

### 1. Introduction

1.1. This Agreement is a service agreement, which applies to Communication (defined below)

1.2. The Customer will provide to Access Bank (Rwanda) Plc all documents and other information reasonably required by it in connection with this Agreement.

### 2. Authority

2.1. Access Bank (Rwanda) Plc may rely on the authority of each person designated (in a form acceptable to Access Bank Rwanda Plc) by the Customer to and Communication or do any other thing until Access Bank (Rwanda) Plc has received written notice acceptable to it of any change from a duly authorized person and Access Bank (Rwanda) Plc has had a reasonable time to act (after which time it may rely on the change).

### 3. Communications

3.1. Each of the Customer and Access Bank (Rwanda) Plc will comply with certain agreed security procedures (the "Procedures"), designed to verify the origination of communication between them such as enquiries, advices and instructions (each a "Communication").

3.2. Access Bank (Rwanda) Plc is not obliged to do anything other than what is contained in the Procedures to establish the authority or identity of the person sending Communication. Access Bank (Rwanda) Plc is not responsible for errors or omissions made by the Customer or the duplication of any Communication by the Customer and may act on any Communication by reference to an account and phone numbers, even if an account name is not provided. Access Bank Rwanda Plc may act on a Communication if it reasonably believes it contains sufficient information

3.3. Access Bank (Rwanda) Plc may decide not to act on a Communication where it reasonably doubts its contents, authorization, origination or compliance with the Procedures and will promptly notify the Customer (by telephone if appropriate) of its decision.

3.4. If the Customer informs Access Bank (Rwanda) Plc that it wishes to recall, cancel or amend a Communication, Access Bank (Rwanda) Plc will use its reasonable efforts to comply.

3.5. If Access Bank (Rwanda) Plc acts on any Communication sent by any means requiring manual intervention (such as telephone, telex, electronic mail or disks sent by messenger) then, if Access Bank (Rwanda) Plc complies with the Procedure, the Customer will be

responsible for any loss Access Bank (Rwanda) Plc may incur in connection with that communication.

**4. Statements**

4.1. The Customer will notify Access Bank (Rwanda) Plc in writing of anything incorrect in a statement promptly and in any case within thirty (30) days from the date on which the statement or advice is sent to the Customer.

**5. Performance**

5.1. Access Bank (Rwanda) Plc will act in good faith and with reasonable care, as determined in accordance with the standards and practices of the banking industry, and may use any communications, clearing or payment system, inter mediary bank or other entity (each a "System") it reasonably selects. Access Bank (Rwanda) Plc 's performance is subject to the rules and regulations at any time of any System.

5.2 Neither the Customer nor Access Bank (Rwanda) Plc shall have any liability for any indirect, incidental or consequential loss or damages (including loss of profit), even if advised of the possibility of such loss or damages.

5.3. Neither the Customer nor Access Bank (Rwanda) Plc will be responsible for any failure to perform any of its obligations under this Agreement if such performance would result in it being in breach of any law, regulation or other requirement of any governmental or other authority in accordance with which it is required to act or if its performance is prevented, hindered or delayed by a Force Majeure Event; in such case its obligations shall be suspended for so long as the Force Majeure Event continues. "Force Majeure Event means any event due to any cause beyond the reasonable control of the relevant party, such as restrictions on convertibility or transferability, requisitions, involuntary transfers, unavailability of any System, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.

**6. Customer information**

6.1 Access Bank (Rwanda) Plc will treat information relating to the Customer confidential, but (unless consent is prohibited by law) the Customer consents to the transfer and disclosure by Access Bank (Rwanda) Plc of any information relating to the Customer to and between the branches, subsidiaries, representative offices, affiliates and agents of Access Bank (Rwanda) Plc and third parties selected by any of them, wherever situated, for confidential use (including in connection with the provision of any service or product and for data processing, statistical and risk analysis purposes). Access Bank (Rwanda) Plc and any branch, subsidiary, representative office, affiliate agent or third party may transfer and disclose any such information as required by any law, court regulator or legal process

**7. Termination**

7.1 The Customer or Access Bank (Rwanda) Plc may terminate this Agreement on reasonable notice (taking into account any Communication and any service or product affected).

**8. General**

8.1 Neither the Customer nor Access Bank (Rwanda) Plc may assign or transfer any of its rights or obligations under this Agreement without the other's written consent, which will not be unreasonably withheld or delayed, provided that Access Bank (Rwanda) Plc may make such an assignment or transfer to branch, subsidiary or affiliate if it does not materially affect the provision of services to the Customer

8.2. If any provision of this Agreement is or becomes illegal, invalid or unenforceable under any applicable law, the remaining provisions of this Agreement will remain in full force and effect (as will that provision under any other law).

8.3. No failure or delay of the Customer or Access Bank (Rwanda) Plc in exercising any right or remedy under this Agreement will constitute a waiver of that right. Any right will be limited to the specific instance

8.4 The Customer and Access Bank (Rwanda) Plc consent to telephonic or electronic monitoring or recording for security and quality of service purposes and agree that either produce telephonic or electronic recordings or computer records as evidence in any proceedings brought in connection with this Agreement

8.5 Written notice shall be effective if delivered to the party's address specified (or at any other address it may provide by written notice for this purpose). Notices shall be in English unless otherwise agreed.

8.6 I hereby agree that the chosen Banking Services be activated for my account(s) with Access Bank (Rwanda) Plc. Having read and understood the terms and conditions attached to the Electronic Banking Agreement, I hereby affix my signature.

**CAUTION: ACCESS BANK SHALL NOT BE LEGALLY OR OTHERWISE RESPONSIBLE WHERE A CUSTOMER'S USERNAME AND PASSWORD KNOWN ONLY TO THE CUSTOMER IS ACCURATELY PROVIDED BY ANY OTHER PERSON APART FROM THE CUSTOMER FOR ANY TRANSACTIONS AS ACCESS BANK (RWANDA) PLC MAY ACT ON SUCH COMMUNICATION WHERE IT REASONABLY CONTAINS SUFFICIENT INFORMATION BELIEVED TO HAVE EMANATED FROM THE CUSTOMER.**

Authorized Signatory Name / Signature / Date	Authorized Signatory Name / Signature / Date	Authorized Signatory Name / Signature / Date
_____	_____	_____

**FOR BANK USE ONLY**

SN	ORIGINAL REQUIRED: RESIDENT	CHECKED	DEFERRED	WAIVED	N/A
1	Original and copy of ID/Passport/National Driving Licence.				
2	Quality colored Passport size photo				
3	Fill account opening application form				
4	Copy of Tin number or certificate of incorporation (if applicable)				
5	Not blacklisted				
6	Acceptance of terms and conditions.				
SN	DOCUMENTS REQUIRED: NON-RESIDENT	CHECKED	DEFERRED	WAIVED	N/A
1	Original and copy of the passport/laissez-passe/ID (where applicable)				
2	Quality colored Passport size photo,				
3	Fill account opening application form				
4	Letter from employer confirming employment, contract, address and employment Visa (if applicable)				
5	Copy of Tin number or certificate of incorporation (if applicable)				
6	Not blacklisted				
7	Acceptance of terms and conditions.				

**ACCOUNT OPENING AUTHORIZED**

MIS Code for Relationship Officer: _____	Sanction List checked? Yes <input type="checkbox"/> No <input type="checkbox"/>
Customer Care Office: Name _____	Signature and Date _____ / _____ / _____
Relationship Manager: Name _____	Signature and Date _____ / _____ / _____
Authorizer: Name _____	Signature and Date _____ / _____ / _____
Conduct and Compliance Name _____	Signature and Date _____ / _____ / _____