

**APPLICATION FOR ACCOUNT OPENING - Company / Firm / Trust**

• Please fill up the form in Black ink in BOLD letters and tick wherever appropriate.  
 • Please delete whichever is not applicable.

Dear Sir /Madam,

Please open an account in the name of our Company / Firm / Trust as per details furnished below

<b>NAME :</b> _____ <i>(In block letters)</i>			
<b>Constitution</b>			
<input type="checkbox"/> Limited Company	<input type="checkbox"/> Partnership Company	<input type="checkbox"/> Trust	
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Others (please specify) _____		
<b>Registered No. / Identity Document Type &amp; No.</b>	<b>Nature of Business / Industry</b>	<b>Date of Incorporation</b>	<b>Place of Incorporation</b>
_____	_____	_____	_____
<b>Registered Office and Contact Details</b>			
_____			
_____			
_____ Telephone _____			
Fax _____ Email _____			
<b>Correspondence Address (If different from the office address above)</b>			
_____			
_____			
Person to Contact _____		Contact No. _____	
<b>Present Banking Details</b>			
Bank Name _____			
Account Number _____		Branch _____	

<b>Account Opening Details – Please select the type of Account to be opened with us</b>			
<input type="checkbox"/> Call Account	<input type="checkbox"/> Current Account	<input type="checkbox"/> Foreign Currency Sweep Account	
<input type="checkbox"/> Time Deposit Account for _____ Days/Months**		Threshold Limit USD/GBP/EUR _____	
<input type="checkbox"/> Recurring Deposit Account for _____ Months		Frequency of Sweep	
<input type="checkbox"/> Escrow Account		<input type="checkbox"/> Daily	<input type="checkbox"/> Weekly Day _____
		<input type="checkbox"/> Fortnightly	<input type="checkbox"/> Monthly
<b>Currency of Account</b>	<b>**Standing Instructions for Time Deposits</b>		
<input type="checkbox"/> USD <input type="checkbox"/> GBP	<input type="checkbox"/> To roll over principal plus interest at maturity for a similar period.		
<input type="checkbox"/> EUR <input type="checkbox"/> AUD	<input type="checkbox"/> To renew principal for a similar period and transfer interest to Call/Current account		
<input type="checkbox"/> OTHERS _____	<input type="checkbox"/> Any other (Please specify) _____		
<b>Act on Telecom Instructions</b>	<b>Statement Delivery</b>	<input type="checkbox"/> Not Required	<input type="checkbox"/> Required by way of
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Email _____		
	<input type="checkbox"/> By Post on ( <input type="checkbox"/> Registered Address <input type="checkbox"/> Correspondence Address )		

I/We also authorize you to open, on the basis of this application, such other account or accounts in our name in such currency or currencies (except in Mauritian Rupee) as we may hereafter request you by a simple letter. We further authorize and request you hereby to act upon any telecommunication\* you may receive purporting to emanate from

us, in accordance with terms thereof, as received by you, to act generally on any instructions which may be contained in the telecommunications, and We also engage and agree to hold you harmless and indemnified for all claims, damages and expenses that may be made upon you and which you may incur or be put to by reason of your doing and otherwise howsoever arising out of circumstances. We further authorize you to independently verify/obtain confirmation of any document/information provided by us in/with this application. We hereby authorize you to charge to us (or to our account) any payments you may make or expenses you may incur in respect of any of the above communications/ verifications.

\* To be deleted if the account holder(s) do(es) not wish the Bank to act upon Facsimile/telex.

	<b>NAME IN FULL (IN BLOCK LETTERS)</b>	<b>ID CARD OR PASSPORT NO.</b>	<b>RESIDENTIAL ADDRESS (IN BLOCK LETTERS)</b>	<b>SIGNATURES</b>
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

**Documents Attached**

- Certified copies of Constitution / Prospectus / Placement Memorandum.
- Certified copy of Certificate of Incorporation.
- Certified copy of Board Resolution on Bank's format authorizing opening of the account, authority to operate etc.
- Original Bank reference on all owners, beneficial owners, authorized signatories and directors. (Recent, Not older than 6 months).
- Certified copy of GBL 1 / 2 Certificate (Front and Back copy).
- Proof of Residential address of all owners, beneficial owners, authorized signatories and directors. Eg. Original Bank Statement, Utility Bill etc.
- Certified copy of current Passports(s) / Identity Cards(s) containing full information, signature and photograph of the holder.
- Business plan of the company on Banks format.
- Personal Information Form on Bank's format of all Owners, Beneficial Owners, Authorized Signatories and Director's.
- In the case of Beneficial Owners, OMC's disclosure of Beneficial Owners and undertaking to inform the Bank in advance in the event of a change in beneficial ownership signed by an Authorized Signatory.
- Cash Custody agreement as applicable
- For a Company incorporated in excess of 1 year, a Certificate of Good Standing issued by the Registrar of Companies in the home jurisdiction.

- Local Certificate of Registration as a Foreign Company in the case of registered Mauritian Branches of Foreign Companies.
- Certified extracts of the Original Trust Deed
- A comprehensive description of assets held by the Trust (if any) together with source of wealth, nature, purpose and volume of the transactions to be carried out under the Trust Account.
- Certified written confirmation from the Trustees that they are aware of the true identity of the underlying principals i.e. the Settlers / Named Beneficiaries and that there are no anonymous principals.
- Eligible / Group Introducers certificate
- Others \_\_\_\_\_

We confirm that the details given in the account opening form are correct. We also confirm having received a copy of the GENERAL TERMS & CONDITIONS, which we have read and understood and agree to abide by these terms and conditions.

	<u>Authorized Signatory(ies)</u>	Company Seal
	Name	Signature
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____

Verification of signatures by existing bankers / Management company etc. with Name, Signature No. (wherever applicable) and rubberstamp with full address.

**FOR OFFICE USE**

CUSTOMER NUMBER

ACCOUNT NUMBER

**Open Account. Signatures Verified and all other particulars are in order**

ACCOUNT OPENED ON \_\_\_\_\_ ACCOUNT OPENED BY \_\_\_\_\_

ACCOUNT AUTHORIZED BY \_\_\_\_\_ VICE PRESIDENT (GLOBAL BUSINESS) \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

The relations between the Bank and its customers are subject to these General Terms and Conditions and to the Laws of Mauritius, regulations and general banking customs

### 1. Account Operation

- 1.1. Deposits, cash, accounts may be opened in the name of one or several persons having in the latter case the ability to make withdrawals separately or jointly.
- 1.2. The Bank reserves the right to set off debit and credit balances of Customer's accounts without any prior notice in case of default by the Customer of any of his obligations towards the Bank.
- 1.3. Interest on deposits for any periods after the date/s of maturity shall not be paid if the Bank does not receive instruction for renewal at least 3 business days before maturity date.

### 2. Instructions

- 2.1. If orders are given by telecommunications, and if the Bank carries out such orders they are carried out for account and at the risk of the Customer. The Customer undertakes to bear all resulting consequences thereof including those attributable to misunderstandings, errors and duplications.
- 2.2. Account entries made by the Bank shall be prima facie evidence by themselves that execution was made in conformity with orders or instructions given by telecommunications like fax.
- 2.3. The Bank reserves the right to determine the method of execution of any orders received from its clients for the payment or transfer of funds (cash payments, dispatch of funds, transfers, cheques or any other method of payment falling within normal banking methods).
- 2.4. Instructions for recurring payments, transfers or other services, are only accepted by the Bank without any liability for the prompt carrying out of such instructions.
- 2.5. The Bank shall not be liable for delays or errors in carrying out instructions which arise as a result of incorrect, incomplete, misleading or illegible information from the Customer, including misdirections resulting from incorrect, incomplete or contradictory details of accounts or account numbers in transfer instructions.

### 3. Correspondence and records

- 3.1. Written correspondence from the Bank shall be deemed to be effective, provided it was properly dispatched to the Customer at the address shown in the records of the Bank, even if that correspondence is returned marked "unable to deliver" or with a similar legend. There is a presumption of proper dispatch if a print or carbon copy of the relevant correspondence is in the possession of the Bank or if the sending thereof is recorded on a dispatch note or list of the Bank.
- 3.2. Written correspondence from the Bank which is retained with it on the instructions of the Customer is deemed to have been delivered to the Customer on the day it is dated. The Bank may destroy all such correspondence which is not collected within 2 years.
- 3.3. Any change of address must be notified to the Bank in writing.
- 3.4. Verification of signatures is required to be made by a Bank / person known to the Bank or on the basis of Passports / Identity cards.

### 4. Safekeeping

Upon receipt of securities the Bank issues a Receipt which must be checked by the client. The Bank assumes no responsibility in the event of errors in that confirmation.

### 5. Objections

The customer shall exercise reasonable promptness in examining the statements and balances of accounts to determine unauthorized transaction(s), if any and promptly notify the bank if he/she discovers any unauthorized payment/transactions. Any objections relating to statements and balances of accounts must be made in writing by registered mail at the latest within fifteen days following the date of dispatch.

## 6. Charges

- 6.1. The Bank reserves its right to charge the Customer for services, in particular interest, fees, commissions, expenses and disbursements and debit same from the Customer's account.
- 6.2. Charges may be made by the Bank against any of the Customer's accounts with the Bank. Such charges will be made in accordance with the Bank's usual rates which may be unilaterally amended by the Bank from time to time. The Bank will decide in what manner these alterations will be brought to the client's notice.
- 6.3. All expenses and disbursements incurred in the Customer's interest, in particular for legal and other professional fees, insurances, printed matter, taxes, postage, telephone calls, fax, telegrams and telexes, may be charged by the Bank to the Customer's account.

## 7. Minimum balance to earn interest

The minimum balances to be maintained at all times are as hereunder

Current Account	:	USD 1,000
Call Deposit Account	:	USD 3,000
Term Deposit (individual)	:	USD 1,000
(others)	:	USD 5,000
Foreign Currency Sweep Account	:	USD 5,000
Recurring Deposit Account	:	USD 100

## 8. Termination of Business Relationship

The Bank reserves the right to close the account at any time by giving a notice of one month to the depositor.

## 9. Disclaimer and indemnity

- 9.1. The Bank shall act at all times in accordance with good banking practice; it shall not, however, be liable to the Customer for any loss, damage or any loss of or reduction in any expected profit or gain for whatever reason except in the case of gross negligence or willful default by the Bank.
- 9.2. In any case where the Bank uses any agent or correspondent in any country then the Bank shall have no responsibility for any act or omission of that agent or correspondent except in the case of gross negligence or willful default by the Bank.
- 9.3. The Customer shall indemnify and hold the Bank harmless from any and all loss whatsoever that is the direct or indirect result of the Bank carrying out or attempting to carry out any transaction or service requested by the Customer.
- 9.4. I/We am/are aware that the processing of application for account opening has been/will be outsourced to a third party and the Bank assures its customers that Section (64) of the Banking Act 2004 with respect to confidentiality will be complied within the process.

## 10. Place of performance, applicable law, jurisdiction

- 10.1. The place of performance for both parties shall be the registered office of the Bank.
- 10.2. The Agreement shall be governed by and construed in accordance with the laws of Mauritius.
- 10.3. The parties hereto agree that any legal action or proceedings arising out of or in connection with this Agreement is submitted to the jurisdiction of the Courts of Mauritius.
- 10.4. The submission to such jurisdiction shall not be construed so as to limit the right of the Bank to take proceedings against the Borrower in whatsoever jurisdiction in which the Borrower shall have assets situated at any time nor shall the taking of proceedings in anyone or more jurisdictions preclude the taking of proceedings in any other jurisdiction(s), whether concurrently or not.

## 11. Changes in the present General Terms and Conditions

The present General Terms and Conditions may be modified at any time in the way the Bank thinks most appropriate.