

# Corporate Account Application Form

## Introduction

Anti-money laundering regulations require us to obtain satisfactory verification of identity (identity being name, permanent residential address, date of birth, place of birth and nationality). In relation to companies this includes the company itself and the persons both operating the account and controlling the company as well as the shareholders and ultimate beneficial owners.

It is therefore essential that for all applications we are provided with the following documentation/information as a minimum.

Completed Application Form and Mandate incorporating Board Resolution including:

- List of directors and authorised signatories of the company
- Details of shareholder and ultimate beneficial owners
- Completed telephone and facsimile indemnity (if required)
- Authority to enable us to obtain a bankers reference on the company and the beneficial owners

Original or certified copy Certificate of Incorporation plus English translation if appropriate.

Copy of latest annual report and accounts (where available).

Original or certified copy of Memorandum and Articles of Association (or equivalent) plus English translation if appropriate.

If the company was incorporated over 6 months prior to the date of the application a certificate of good standing or equivalent.

Depending upon the nature of the company's operations and activities additional documentation and/or information may be required.

Please provide, for each party to the account (i.e. the persons both operating the account and controlling the company as well as the shareholders and ultimate beneficial owners), a legible, valid certified copy document from List A (do not attach originals) showing at least a specimen signature and a clear photograph of the applicant and the passport or document number. **Each party should also sign their document of identity if it does not contain a specimen signature.** In addition we require an original, or certified copy, of a document from List B, which must show the name and permanent address and must not be more than three months old.

### List A (identity)

- Current full Passport
- Government issued identity card
- Armed Forces ID card
- A full UK, Channel Island or Isle of Man Driving Licence provided it is not also supplied as evidence of evidence of **address** under list B

### List B (residential address confirmation)

- Utility bill; (e.g. electricity, rates etc. but not a mobile telephone bill)
- A Bank, Building Society or Credit Card statement from a recognised financial institution (excluding store cards)
- A valid full Driving Licence, provided it is not also supplied as evidence of **identity** under list A
- The Standard Bank Group Confirmation detailed in Appendix 2 (existing Standard Bank group customers only)

### NOTE

To be acceptable the certified copy document must be legible and include a statement along the lines of "certified as a true copy of the original" and in addition, for photographic documentation "the photograph bears a true likeness to (enter name of applicant)." This statement must be signed and dated by the person certifying. The certifier must be an approved professional person (e.g. Lawyer, Notary, Banker, Accountant) and must, by means of a stamp or otherwise, also state their name, profession, address and contact details. Documents that are not certified in accordance with these criteria are not acceptable.

# Mandate for limited company

## Part A

### Company details

Name of company \_\_\_\_\_ (“the Company”)

Registered office address \_\_\_\_\_

\_\_\_\_\_

Place of incorporation \_\_\_\_\_

Date of incorporation \_\_\_\_\_

Official identification no. \_\_\_\_\_

Address for correspondence \_\_\_\_\_

\_\_\_\_\_

Principal place of business/operations - Address \_\_\_\_\_

\_\_\_\_\_

Any trading names used by the company \_\_\_\_\_

Is the company listed on an official exchange?

If yes which exchange? \_\_\_\_\_

Is the company regulated?

If yes please provide name of regulator \_\_\_\_\_

Contact name and telephone no. \_\_\_\_\_

Facsimile no. \_\_\_\_\_

Email address \_\_\_\_\_

Code word (to be used for identification purposes) \_\_\_\_\_

Auditors name and address details \_\_\_\_\_

\_\_\_\_\_

### Source of introduction

Please tick the appropriate box:

Existing client of Standard Bank  please provide details \_\_\_\_\_

Independent Financial Advisor  please specify \_\_\_\_\_

Standard Bank branch recommendation

Personal recommendation from family or friend  please specify \_\_\_\_\_

Internet website

Other  please specify \_\_\_\_\_

If you do not wish to receive details of our products and services, please tick this box. Please note if you tick this box we will be unable to notify you about any new products and services that may be of benefit to you, unless you specifically request details.

## Part B

Please indicate your choice of account with a tick. Unless you tell us otherwise, your account will be an Optimum Account, denominated in Sterling. Further guidance on which type of account is most suited to your needs is available from ourselves or any branch of Standard Bank.

Optimum Account in: Sterling  US Dollar  Euro   
Professional Demand Account in: Sterling  US Dollar  Euro   
(Available through certain financial intermediaries only)  
Instant access account in another currency (please state)  Currency \_\_\_\_\_

### Note

Please contact us when the account is funded if you would like a **fixed term account** or a chequebook (Sterling only) for your Optimum Account. A charge may be levied for a chequebook, please see our tariff guide.

## Part C

Name of company \_\_\_\_\_ ("the Company")

**Directors/Authorised signatories of the company** (please refer to our identification requirements on page 1)

First name: _____	First name: _____
Last name: _____	Last name: _____
Previous last name(s): _____	Previous last name(s): _____
Date of birth: _____	Date of birth: _____
Passport/ID number: _____	Passport/ID number: _____
Home/Permanent address: _____ _____	Home/Permanent address: _____ _____
Post Code: _____	Post Code: _____
Contact No. Home/Work _____	Contact No. Home/Work _____
Contact No - Mobile: _____	Contact No - Mobile: _____
E-mail: _____	E-mail: _____
Country and place of birth: _____ _____	Country and place of birth: _____ _____
Nationality: _____	Nationality: _____
Position: _____	Position: _____
Date appointed: _____	Date appointed: _____
Code word (to be used for identification purposes) _____	Code word (to be used for identification purposes) _____
Signature: _____	Signature: _____

Continued on next page.

**Directors/Authorised signatories of the company** continued (please refer to our identification requirements on page 1)

First name: \_\_\_\_\_

First name: \_\_\_\_\_

Last name: \_\_\_\_\_

Last name: \_\_\_\_\_

Previous last name(s): \_\_\_\_\_

Previous last name(s): \_\_\_\_\_

Date of birth: \_\_\_\_\_

Date of birth: \_\_\_\_\_

Passport/ID number: \_\_\_\_\_

Passport/ID number: \_\_\_\_\_

Home/Permanent address: \_\_\_\_\_

Home/Permanent address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Post Code: \_\_\_\_\_

Post Code: \_\_\_\_\_

Contact No. Home/Work \_\_\_\_\_

Contact No. Home/Work \_\_\_\_\_

Contact No - Mobile: \_\_\_\_\_

Contact No - Mobile: \_\_\_\_\_

E-mail: \_\_\_\_\_

E-mail: \_\_\_\_\_

Country and place of birth: \_\_\_\_\_

Country and place of birth: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Nationality: \_\_\_\_\_

Nationality: \_\_\_\_\_

Position: \_\_\_\_\_

Position: \_\_\_\_\_

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

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

Code word (to be used for identification purposes) \_\_\_\_\_

Code word (to be used for identification purposes) \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

If there is insufficient space on this page please provide this information on a separate sheet of paper.

## Part D

Name of company \_\_\_\_\_ (“the Company”)

### Details of shareholder(s) and if different the ultimate beneficial owner(s) of the Company (please refer to our identification requirements on page 1)

First name:	_____	First name:	_____
Last name:	_____	Last name:	_____
Previous last name(s):	_____	Previous last name(s):	_____
Date of birth:	_____	Date of birth:	_____
Passport/ID number:	_____	Passport/ID number:	_____
Home/Permanent address:	_____ _____ _____	Home/Permanent address:	_____ _____ _____
	Post Code: _____		Post Code: _____
Country and place of birth:	_____ _____	Country and place of birth:	_____ _____
Nationality:	_____	Nationality:	_____
Ownership - percentage:	_____	Ownership - percentage:	_____
Date shareholding acquired:	_____	Date shareholding acquired:	_____

Continued on next page.

**Details of shareholder(s) and if different the ultimate beneficial owner(s) of the Company** continued  
(please refer to our identification requirements on page 1)

First name:	_____	First name:	_____
Last name:	_____	Last name:	_____
Previous last name(s):	_____	Previous last name(s):	_____
Date of birth:	_____	Date of birth:	_____
Passport/ID number:	_____	Passport/ID number:	_____
Home/Permanent address:	_____	Home/Permanent address:	_____
	_____		_____
	_____		_____
	Post Code: _____		Post Code: _____
Country and place of birth:	_____	Country and place of birth:	_____
	_____		_____
Nationality:	_____	Nationality:	_____
Ownership - percentage:	_____	Ownership - percentage:	_____
Date shareholding acquired:	_____	Date shareholding acquired:	_____

Please state whether share certificates are held in bearer form **Yes/No** (please delete as applicable).

If bearer shares are held please contact the bank as there are further regulatory requirements for these types of companies.

## Part E

### Board resolution

At a meeting of the Board of Directors of:

\_\_\_\_\_ (“the Company”) held on \_\_\_\_\_

#### It was resolved that

- (1) An account/account(s) be opened/continued in the name of the Company with Standard Bank Isle of Man Limited or Standard Bank Jersey Limited (“the Bank”) (Please delete as appropriate).
- (2) The Bank be and is hereby authorised:
  - (a) to honour any cheque(s) or order(s) drawn on the account(s) and to act on any instruction(s) relating to the account(s) whether such account(s) is/are in credit, overdrawn or become(s) overdrawn in consequence of such payment(s) or instruction(s) and to act on instructions with regard to the purchase, sale, delivery or disposal of securities or transact foreign exchange and to arrange facilities with the Bank relating to the Company’s account(s);
  - (b) to accept indemnities given by the Company;
  - (c) to treat any written instruction, agreement or undertaking of any nature as binding on the Company.

WHEN SIGNED BY \*

\_\_\_\_\_

\* Insert for example:

"any two directors" or

"any one director and countersigned by the secretary" or

"In accordance with the authorised signatory list of..... as may be in force from time to time" or otherwise as may be required.

- (3) The Bank be and is hereby authorised to accept and act upon telephone and/or facsimile instructions in connection with the Company’s account(s) subject to completion of an indemnity in the Bank’s standard form, the contents of which will be deemed to be part of this resolution.
- (4) The Bank be furnished with certified copies of any Special Resolutions or other documents amending the Company’s Memorandum and Articles of Association, Charter, Statutes, By-laws or other instrument comprising its constitution from time to time.
- (5) The Bank be notified of any change in the persons for the time being holding the offices of Director or Secretary of the Company.
- (6) The Bank be notified of any proposed change of beneficial ownership of shareholdings in the Company prior to any transfer of shares (private companies only).
- (7) These resolutions be communicated to the Bank and shall remain in force, until an amending resolution shall be passed and a copy certified by an officer of the Company, shall have been received by the Bank.
- (8) In addition to any right of set off or similar right to which the Bank as bankers or otherwise may be entitled in law, the Bank may at any time and without notice to the Company combine or consolidate any account whether such account is due for payment or otherwise against all or any of the Company’s liabilities under any other account whether due for payment or otherwise and whether in Sterling or in any other currency and whether actual or contingent;
- (9) Until all liabilities, whether actual or contingent, owing by the Company to the Bank have been paid or satisfied in full the Bank shall have a lien on all of the Company’s property and assets from time to time in the possession of the Bank, its agents or nominees including all stocks, shares and securities from time to time registered in the name of the Bank, its agents or nominees, whether the same be held for safe custody or otherwise. If such liabilities are not paid or satisfied when due the Bank may realise and sell the whole or any part of such property and assets and apply the proceeds of sale in or towards reduction of such liabilities;
- (10) The Bank may make any enquiries it deems necessary in order to verify the information contained in this application.
- (11) The Bank may disclose information about the Company’s banking operations to its auditors as stated in PART A for audit purposes.
- (12) The Company agrees to be bound by this mandate, the Bank’s Corporate Account General Terms and Conditions and any product specific terms and conditions, in force from time to time.
- (13) These resolutions and the authorities hereby conferred shall be governed by and construed according to the laws of the jurisdiction in which the office of the Bank is registered.

We hereby certify that the foregoing resolutions have been duly entered in the minute book of the Company and that such resolutions comply with the articles of the Company. We confirm that the signatures appearing in Part C are those of the directors/duly authorised signatories of the Company.

The Bank is requested to act as Banker to the Company in accordance with the information contained in this application and this Board Resolution (which is deemed to form part of this Mandate) and the Bank’s Corporate Account General Terms and Conditions set out at the end of this document.

Chairman \_\_\_\_\_ Secretary \_\_\_\_\_ Date \_\_\_\_\_

## Part F

### Company background information and proposed account activity

It is important that the Bank fully understands the company's business, as well as the proposed nature and use of this account. To avoid the need for us to seek further clarification please provide full details on this page and, if necessary, continue on a separate sheet of paper.

### Details of company structure/background (to include rationale for the choice of jurisdiction and reason for an Offshore account)

*By way of supporting documentation please provide an Organogram where appropriate and copies of any relevant professional advice*

### Principal activities (to include details of services / products and to who these are provided)

*By way of supporting documentation please provide a copy of the business plan where appropriate and copies of any relevant marketing materials/details of website(s)*

### Geographical location of business interests and/or assets (to include countries where business is undertaken)

### Experience of officers / beneficial owner (s)

*By way of supporting information please provide an outline of business expertise and past experience*

**Company background information and proposed account activity** continued

It is important that the Bank fully understands the company's business, as well as the proposed nature and use of this account. To avoid the need for us to seek further clarification please provide full details on this page and, if necessary, continue on a separate sheet of paper.

**Purpose of the account(s)** (to include details of the nature of the transactions and how these relate to the company's activities)

**Source of assets**

**Trading companies** (to include details of the amount and source of initial capital and subsequent capital injection/profit retention)  
*By way of supporting documentation please provide copies of previous audited accounts (if available) and or past bank statements where appropriate and copies of any relevant contracts / agreements / invoices*

**Investment (Asset Holding) companies** (to include details of how the funds were originally generated / accumulated by the company and / or the beneficial owner)  
*By way of supporting documentation please provide copies of any relevant agreements or other documents evidencing the source*

**Amount and source of initial and subsequent deposits and anticipated volume and value of entries passing over the account(s)**

**Types of transactions to be received to the account(s)** E.g. telegraphic transfers of funds, BACS credits, cheques

## Appendix 1

### Instructing the Bank by telephone and/or facsimile

#### TELEPHONE AND FACSIMILE INDEMNITY

If the Company wishes to deal with the Bank by telephone and/or facsimile, please read and sign the indemnity set out below in accordance with the bank mandate:

To: Standard Bank Jersey Limited/Standard Bank Isle of Man Limited (the "Bank")

From: \_\_\_\_\_ ("the Company")

The Company requests and authorises the Bank to accept and act upon telephone and facsimile instructions (the "Instruction") in respect of any Instruction which the Bank would normally accept if the Instruction were presented in an original written format in accordance with the terms of the mandate.

This Indemnity is supplemental to (and forms part of) the Bank's Corporate Account General Terms and Conditions. Unless otherwise specified the Bank enters into all Instructions in accordance with the Bank's Corporate Account General Terms and Conditions as extended and supplemented by this Indemnity. Should there be any conflict between this Indemnity and the Bank's Corporate Account General Terms and Conditions the provisions of this Indemnity shall have precedence.

Furthermore the Company understands that the Bank will not accept any responsibility for any loss (consequential or otherwise) incurred by the Company as a result of the Bank acting or declining to act (wholly or in part) on Instructions which the Bank believes to have been given in conformity with the above, whether or not such transactions have been so given. The fact that any Instruction may later be shown to be in any way false, inaccurate, unauthorised or otherwise not authentic, should not be an impediment to the rights of the Bank hereunder.

The Company will indemnify the Bank against any loss or liability or expense incurred by the Bank as a result of the Bank entering into and performing this agreement and/or acting or declining to act on any Instruction.

The Company agrees that any Instruction must be given in accordance with the signing arrangements of the account(s), and that the Bank may require written confirmation of any Instruction.

Authorised signature \_\_\_\_\_ Date \_\_\_\_\_

Authorised signature \_\_\_\_\_ Date \_\_\_\_\_

**(To be signed in accordance with the signing powers set out in Part E)**

#### Warning

- the execution of this Indemnity may have certain legal consequences and you are recommended to seek independent legal advice before signing
- sending information by telephone or facsimile is not a secure means of sending Instructions
- the risks involved in giving Instructions by telephone or facsimile include the risk that Instructions may be fraudulently or mistakenly given, written, altered or sent and may not be received in whole or in part by the intended recipient
- in agreeing to act on such Instructions the Bank does so only for the convenience and at the risk of the Company

## Appendix 2

For use by Standard Bank Group customers only

### Reference and address confirmation for existing clients of Standard Bank Group

Please ask a member of staff at your existing branch of Standard Bank to complete the following declaration.

We confirm that [insert name(s) of existing client(s)]	
<hr/> <hr/>	
is/are known to us and that the signature and permanent address details match those in our branch records. By signing this declaration we also consider that the applicant(s) is/are suitable to operate an account with Standard Bank Jersey Limited/Standard Bank Isle of Man Limited.	
Signature _____	Print Name _____
Branch Name _____	Manager/Asst. Manager/Officer _____
Branch Stamp _____	Account Holding Branch Code _____

We confirm that [insert name(s) of existing client(s)]	
<hr/> <hr/>	
is/are known to us and that the signature and permanent address details match those in our branch records. By signing this declaration we also consider that the applicant(s) is/are suitable to operate an account with Standard Bank Jersey Limited/Standard Bank Isle of Man Limited.	
Signature _____	Print Name _____
Branch Name _____	Manager/Asst. Manager/Officer _____
Branch Stamp _____	Account Holding Branch Code _____

We confirm that [insert name(s) of existing client(s)]	
<hr/> <hr/>	
is/are known to us and that the signature and permanent address details match those in our branch records. By signing this declaration we also consider that the applicant(s) is/are suitable to operate an account with Standard Bank Jersey Limited/Standard Bank Isle of Man Limited.	
Signature _____	Print Name _____
Branch Name _____	Manager/Asst. Manager/Officer _____
Branch Stamp _____	Account Holding Branch Code _____

## Appendix 3

In all cases, please also complete the Bank reference authority form(s) below

**Bank Reference Authority** (for completion on behalf of the Company)

To: The Manager

\_\_\_\_\_ (Bank)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dear Sir

We authorise you to provide a Bankers Reference to Standard Bank Jersey Limited/Standard Bank Isle of Man Limited and debit the Company's account with any costs incurred.

**Yours faithfully**

For and on behalf of: \_\_\_\_\_

Signature(s): \_\_\_\_\_

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

Account number: \_\_\_\_\_

### BANK REFERENCE AUTHORITY (for completion by each beneficial owner)

Bank reference authority	Bank reference authority
TO: The Manager _____ (Bank) _____ _____  Dear Sirs  I/We authorise you to provide a bankers reference to Standard Bank Jersey Limited/Standard Bank Isle of Man Limited and debit my account with any costs incurred.  Yours faithfully Signature(s): _____ Name(s): _____ Date: _____ Account number: _____ Length of time account held: _____	TO: The Manager _____ (Bank) _____ _____  Dear Sirs  I/We authorise you to provide a bankers reference to Standard Bank Jersey Limited/Standard Bank Isle of Man Limited and debit my account with any costs incurred.  Yours faithfully Signature(s): _____ Name(s): _____ Date: _____ Account number: _____ Length of time account held: _____

**Please help us to process your application and avoid delays by checking that:**

The application form is completed in full including the Bank Reference Authority

The Board Resolution in Part E has been fully completed and signed on behalf of the company **and that the following documents are attached:**

Identification document with signature, suitably certified, for each party

Original or certified copy address confirmation for each party

- If the account is not funded within 3 months it may be closed or fresh documents may be required. Please delay opening the account until the funds are available to be credited to the new account
- Please note that the Bank reserves the right at its absolute discretion to either decline to open an account or call for additional information if it is deemed appropriate to enable it to meet its obligations under relevant legislation. In such circumstances the Bank is not obliged to give reasons for its decision.

**For Bank use only**

<b>Offshore Mgr/Cons</b>	
<i>Broker cons</i>	
<i>Introducer's code</i>	
<i>Branch IBT</i>	
<i>Segment</i>	
<i>TPI Code</i>	

# Standard Bank Jersey Limited and Standard Bank Isle of Man Limited (the “Bank”)

General Terms and Conditions for Corporate Accounts - Dated 1 March 2010

## GLOSSARY

These General Terms and Conditions set out the basis upon which the Bank provides accounts for its clients.

“General Terms and Conditions” or “Terms” means these terms and conditions as amended from time to time; which the Bank reserves the right to amend vary or add to at the Bank’s discretion. The Bank will seek to provide the account holder with a copy of any material change to the General Terms and Conditions one month prior to the implementation date of such amendment(s);

The following expressions in the Terms shall have the following meanings:

“account(s)” means any account and/or ancillary service(s) provided by the Bank as further detailed, where in existence, under the specific terms and conditions of that account(s) and/or ancillary service(s);

“the Bank” means Standard Bank Jersey Limited or Standard Bank Isle of Man Limited;

“Standard Bank Offshore Group” means any subsidiary or company of Standard Bank Offshore Group Limited. Standard Bank Offshore Group Limited has its registered office at 47-49 La Motte Street, St Helier, Jersey JE4 8XR.

“Standard Bank Group” means any subsidiary or company of Standard Bank Group Limited.

Standard Bank Group Limited has its registered office at 9th Floor, Standard Bank Centre, 5 Simmonds Street, Johannesburg 2001, Republic of South Africa.

“you” and “your” and “yourself” refer to the account holder.

## ACCOUNT OPENING

The Bank reserves the right to refuse to establish an account relationship without giving a reason for its decision.

The Bank reserves the right to determine the jurisdiction in which an account(s) is/are opened.

In applying to the Bank to establish an account relationship the applicant is agreeing to complete the Bank’s application form fully and truthfully. The applicant is also agreeing to provide the Bank with any supplementary documentation and information the Bank may require in order to undertake its due diligence obligations as required under the anti-money laundering legislation according to the jurisdiction in which the account holding office of the Bank is located. The Bank may undertake searches with appropriate credit reference agencies prior to opening an account.

Monies introduced by you, or any other person or entity, will be applied to the account. In the event that satisfactory due diligence requirements have not been completed, any monies received from you or on your behalf may be returned to the remitter at our absolute discretion at any time. The Bank, its directors, officers and employees shall not be liable for and you indemnify all of the aforesaid in respect of lost interest or any costs otherwise incurred through funds being returned to the remitter for whatever reason.

The Bank reserves the right to transfer you from your existing account(s) to other account(s) we believe are appropriate for you if your existing account(s) are no longer going to be promoted or operated by us, or if we change the eligibility criteria for such account(s). If the Bank intends doing so we will advise you in writing no less than 30 days beforehand.

## ACCOUNT OPERATION

### Charges

Charges for the operation of accounts are as specified in the Bank’s “Charges For Banking Services” leaflet. These charges are applicable to all account holders unless the Bank has agreed an alternative arrangement in writing. The Bank shall be entitled to make charges, at our normal published rates, for all services which we may provide to you, whether ancillary to these Terms or otherwise, in addition to any charges which may be payable by you pursuant to these Terms.

### Cheque Clearance

The Bank will only accept cheques and drafts which are payable to you for payment into your account(s). Cheques drawn in Sterling that can be cleared through the UK Clearing system will normally be treated as cleared within 6 working days after processing by the Bank. Interest will start to accrue 2 working days after processing by the Bank. No interest will be paid on a cheque if it is subsequently returned unpaid. All other items will be cleared by whatever means the Bank at its absolute discretion considers most appropriate. Where items are negotiated, the proceeds are applied to an account subject to recourse i.e. if the item is returned unpaid, the bank may debit the account for the full proceeds and costs. If an item is cleared on a collection basis, then the full proceeds received less all charges will be credited to the account upon receipt of funds from the paying bank. The bank is not liable for loss of items and value due to loss in the clearance process, transit or failure to pay by the paying bank, where it has taken all reasonable steps to avoid such loss.

### Conversion of currencies

In the absence of any contrary instruction, the Bank reserves the right to convert incoming funds into a currency for which an account already exists. Conversions will be carried out at the prevailing rate of exchange on the date cleared funds are available. The account holder will meet currency conversion charges.

### Electronic Communication

The Bank cannot guarantee the confidentiality or security of public or unencrypted electronic communications and as such, for the account holder’s own protection, the Bank will not accept any instruction received by these methods.

The Bank may decide, at its sole discretion, to act or decline to act on general enquiries, received via a public or unencrypted electronic communications system.

The Bank will be entitled to communicate with you electronically.

### Instructions

If the Bank receives conflicting or ambiguous instructions in connection with an account or if the Bank is unable to authenticate to its own satisfaction the source of the instruction, the Bank may at its absolute discretion and without liability, act or decline to act as it sees fit. To comply with requirements governing international payments, it may be necessary, when making a payment, to include some of your personal details (such as the remitters name, address and account number) in the instruction that we send to the receiving Bank. The account number quoted will determine the source or the destination of funds paid to or from the account. The Bank may in its absolute discretion refuse to act upon your instructions if it considers that by doing so it could be acting unlawfully.

## Interest

Subject to taxation regulations prevailing on each interest payment date deposit interest will be paid gross and the account holder will be responsible for determining his / her / their liability for tax on such interest arising from a deposit.

The Bank is not a tax adviser and we recommend that if you are in any doubt as to your personal tax position, you should seek independent advice from an accountant or other suitably qualified adviser.

## Interest rates

The Bank reserves the right to vary the interest rates applied to account(s), unless a specific interest rate has been agreed under a separate advice. Interest rates applied to account(s) are published on our Internet site and are available from the Bank on request.

## Minimum balance requirements

The minimum balance requirements are available on request.

## Record Keeping

The Bank reserves the right to store any documents or instruments relating to the account holder(s)/account(s) in an electronic format. Any request for original documents or instruments may be satisfied by the Bank providing an electronic copy.

## Termination

If required, an account holder may give the Bank written instructions to close any account; the authority must be signed in accordance with the mandate.

On termination, the account holder confirms that all guaranteed forms of payment issued by the account holder have been debited from the account(s) prior to closure and that all unused cheques issued for use on the account(s) have been destroyed.

Termination of any account(s) shall not affect the remaining account(s).

The Bank may terminate an account by sending the account holder written notice, which will specify the date on which termination shall take place. The Bank reserves the right to close account(s) without giving a reason for such a decision.

## Transfer of account(s)

The Bank (“transfer or Bank”) may, at its sole discretion, transfer your account (whether it is in credit or debit) to another bank within the Standard Bank Offshore Group (“transferee Bank”) and thereafter your account shall be held by you with the transferee bank.

Upon the transfer of your account in the manner described above:

(a) Your existing mandate, all existing authorisations and instructions and the existing terms of business relating to your account shall be transferred to and binding upon the transferee bank (as if all references to the transfer or bank referred to the transferee bank);

(b) All existing rights and obligations of the transfer or bank owed by or to you shall be transferred to the transferee bank; and

(c) Any claims, liabilities, demands, disputes or complaints arising against the transfer or bank in connection with your account at any time shall be made against the transferee bank.

Neither the transfer or bank nor the transferee bank shall be liable to any person in any respect for any losses, costs, expenses, taxes, duties, claims or demands incurred by any customer as a direct or indirect consequence of any such transfer.

## Unauthorised overdrafts

A fee may be charged on each occasion a cheque or other debit is passed over an account(s), which then becomes overdrawn without prior agreement.

Similarly, a fee may be charged on each occasion a cheque or other debit is passed over an account, which takes the balance over an agreed overdraft limit.

Whilst an account is in an unauthorised position the Bank retains the right to charge interest at its prevailing standard debit rate.

## Unpaid Cheques and Recalled Payments

If any cheque you have paid in is returned to us unpaid or any electronic or other payment you have received is recalled the Bank reserves the right to debit your account, whether or not it goes overdrawn and even if we allowed you to make a payment from the account against these funds.

## GENERAL PROVISIONS

If one or part of these terms and conditions becomes invalid or unenforceable under any law, this will not affect the validity of the remaining terms.

The Bank believes these terms and conditions are fair. If any one, or part of them, becomes invalid because it is unfair or for any reason, we can treat it as changed in a way that makes it fair and valid. The changed terms and conditions will then apply to you and to us on that basis, and the other terms and conditions will remain fully valid.

## Commission sharing

The Bank may share remuneration with another person(s) who has introduced business to the Bank and in so doing has brought about an applicant relationship to the Bank, which would not have taken place without that person(s) involvement. Information pertaining to the amount of any such remuneration may be notified to the account holder by the Bank.

Information relating to the opening of the account may be shared with the person(s) who has introduced the business to the Bank for the purposes of paying this remuneration.

## Communication by telephone

For the protection of account holders all communications by telephone may be recorded.

#### Confidentiality

The Bank will treat all personal information as confidential. Disclosure will only be made in the following instances:

- where the Bank is legally compelled to do so
- where the Bank has a public duty to disclose
- where the Bank's interest requires disclosure
- where disclosure is made at the account holder's request or with the account holder's consent

The Bank shall not be liable to the account holder for any loss or damage where it exercises its right to disclose or withhold information pursuant to lawful order or otherwise in accordance with laws and regulations to which it is subject.

Notwithstanding the above, your personal information may be transferred to other Standard Bank Group companies and we, and such other subsidiary companies, may use this information to provide services to you. In addition the Bank (and other subsidiary companies of Standard Bank Offshore Group Limited if they provide services to you) may use this information to confirm your identity.

This personal information may also be used by us and/or transferred to other Standard Bank Group companies to facilitate the selection of products and services provided by Standard Bank Group companies which may interest you. Please advise us in writing if you do not wish to be notified of such products and services or alternatively tick the box provided for this purpose on page 5 of the Account Application Form.

In order to provide the services to you in terms of this agreement, or as you may request from time to time, it may be necessary for us to transfer your information to a person (or persons) who, pursuant to existing or future arrangements, provides services to us (for example outsourcing).

If the Bank does so, we will ensure that any person to whom we pass your information agrees to treat your information with the same level of protection and confidentiality, as we will apply to it in compliance with the relevant data protection legislation in force.

#### Exclusion of liability and indemnity

Neither the Bank, nor its employees, nor any connected companies (the Parties), shall be liable for any loss suffered by the account holder in connection with his/her/their account(s) unless such loss arises from any of the Parties gross negligence, wilful default or fraud. The Parties shall not be liable for any loss suffered by the account holder arising directly or indirectly from any act or default of any other company or person.

The account holder will indemnify the Parties against any loss, liability or expense whatsoever which may be suffered or incurred by the Parties directly in connection with an account provided except to the extent that such loss, liability or expense is due to the Parties gross negligence, wilful default or fraud.

You will notify us by telephone immediately if you suspect that someone else knows your password and/or personal details or is trying to access your accounts without your permission.

#### Important information

Standard Bank Jersey Limited is regulated by the Jersey Financial Services Commission to take deposits.

Standard Bank Jersey Limited is a participant in the Jersey Depositor Compensation Scheme, ("DCS"). The DCS offers protection for 'eligible deposits', subject to certain limitations. Full details of the DCS are available from the States of Jersey website or on request.

Standard Bank Isle of Man Limited is licensed by the Isle of Man Financial Supervision Commission to take deposits.

Standard Bank Isle of Man Limited is a member of the Depositors' Compensation Scheme as set out in the Compensation of Depositors Regulations 2008. The Isle of Man has a Financial Services Ombudsman scheme covering disputes relating to financial services offered in or from within the Isle of Man to individuals.

Standard Bank Isle of Man Limited places funds with other parts of its group and thus its financial standing is linked to that of the group. Depositors may wish to form their own view on the financial standing of Standard Bank Isle of Man Limited and the group based on publicly available information. The latest report and accounts are available at [www.standardbank.com/wealth](http://www.standardbank.com/wealth)

This does not constitute an invitation to buy or the solicitation of an offer to sell securities or to accept deposits or to provide any other products or services in any jurisdiction, to any person to whom it is unlawful to make such an offer or solicitation, nor should it be construed to constitute any investment advice. Legislation or regulations in jurisdictions relevant to you may prohibit you from entering into certain transactions with us and we strongly recommend that you contact your financial or legal adviser in this regard. It is your responsibility for informing yourself about and complying with such restrictions.

The above entities are wholly owned subsidiaries of Standard Bank Offshore Group Limited whose registered office is 47-49 La Motte Street, St Helier, Jersey, JE2 4SZ.

Telephone calls may be recorded.

RAB2010.057

#### Return the completed form to:

##### Isle of Man

Standard Bank Isle of Man Limited  
Standard Bank House, One Circular Road  
Douglas, Isle of Man IM1 1SB  
Telephone: +44 (0)1624 643643  
Facsimile: +44 (0)1624 643800  
Email: [sbiom@standardbank.com](mailto:sbiom@standardbank.com)

##### Jersey

Standard Bank Jersey Limited  
Standard Bank House, PO Box 583  
47-49 La Motte Street, St. Helier, Jersey JE4 8XR  
Telephone: +44 (0)1534 881188  
Facsimile: +44 (0)1534 881199  
Email: [sbj@standardbank.com](mailto:sbj@standardbank.com)

[www.standardbank.com/wealth](http://www.standardbank.com/wealth)