



APPLICATION FOR ACCOUNT OPENING – Company/ Firm /Trust / Others

NOTE TO APPLICANT

1. Please complete in BLOCK Letters all sections of this form and tick (v) the appropriate boxes.
2. 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:

For office use only

SOL ID: _____

CIF No.: _____

ACCOUNT NO.: _____

NAME : _____

(In block letters)

FORMER LEGAL NAME/S (If Applicable) _____

Constitution

- Limited Company
 Partnership Company
 Trust
 GBL
 Sole Proprietorship
 Others (please specify) _____

Registered No. / Identity Document Type & No.	Nature of Business / Industry	Date of Incorporation
_____	_____	_____

Place/Country of Incorporation	Business Registration Card No.	LEI (Legal Entity Identifier) Code	GBC TAN NO.
_____	_____	_____	_____

Registered Office and Contact Details

 _____ Telephone: _____
 Fax: _____ Email: _____

Correspondence Address (If different from the office address above)

Contact Person: _____ Contact No. _____ Mobile No. _____
 Telephone No. (Landline): _____ Fax No.: _____

US Person: Yes No (If yes, please fill in the US Person Information form – FATCA for Entity, Controlling Persons and Beneficiary/Ultimate Beneficiary Owners)

If no, please specify the country/ies where tax is paid for the entity for the purpose of CRS.

Serial no.	Country	Account Holder Tax Identification Number (TIN)
1	_____	_____
2	_____	_____
3	_____	_____

(Please fill in the Self-Certification form for Entity, Controlling Persons and Beneficiary/Ultimate Beneficiary Owners)



Management Company Information

Name of Management Company: _____

Address: _____

Contact Person : _____ Contact No. _____ Fax No.: _____

Email: _____

Present Banking Details of Company

Bank Name: _____

Account Number : _____ Branch : _____

Account Opening Details – Please select the type of Account to be opened with us

- | | | |
|---|--|---|
| <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 |

Currency of Account

- | | |
|---------------------------------------|------------------------------|
| <input type="checkbox"/> USD | <input type="checkbox"/> GBP |
| <input type="checkbox"/> EUR | <input type="checkbox"/> AUD |
| <input type="checkbox"/> OTHERS _____ | |

** In the absence of instruction from the customer on the maturity date of the term deposit, the deposit shall be closed and credited to customer’s call deposit account.

SERVICES REQUIRED

INTERNET BANKING: Not Required Required (If required, please fill in the Internet Banking Application Form and enclose Board Resolution)

Act on Instructions by Fax : Not Required Required (If required, please submit Fax Indemnity Form)

E-Statement Frequency : Monthly Quarterly Half-Yearly Any Other _____

Statement Delivery : Not Required Required by: Email : _____

- By Post: Registered Address
 Correspondence Address

ACTIVITY / BUSINESS PROFILE	
Description of the business activities (Attach separate Business Plan with Cash flow forecast, if necessary and / or Latest Audited Financial Statement)	
Expected Use of Account and Purpose of opening account	
Expected Credits	Monthly / Quarterly : _____
Shareholding (Attach Structure Chart)	
Name of the Beneficial Owner(s) and / or Ultimate Beneficial Owner(s)	1. 2. 3.
Name of persons having a senior position (Where applicable)	1. 2. 3.

I/We confirm that the details given in the account opening form are correct. I/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.

I / We declare that I/ We am/ are not a politically exposed person/s or close associate/s or close relatives of a politically exposed person as defined in FIAMLA 2002 (and amended from time to time) and Bank of Mauritius regulations.

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 to hereby 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 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 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.

Name of Authorised Signatories	ID Card or Passport No. <small>*(For Passport, please fill in Issue and Expiry date)</small>	Signatures
	NIC or Passport No.: * _____ Issue Date : _____ Expiry Date: _____	
	NIC or Passport No.: _____ Issue Date : _____ Expiry Date: _____	
	NIC or Passport No.: _____ Issue Date : _____ Expiry Date: _____	
	NIC or Passport No.: _____ Issue Date : _____ Expiry Date: _____	
	NIC or Passport No.: _____ Issue Date : _____ Expiry Date: _____	
	NIC or Passport No.: _____ Issue Date : _____ Expiry Date: _____	
	NIC or Passport No.: _____ Issue Date : _____ Expiry Date: _____	
	NIC or Passport No.: _____ Issue Date : _____ Expiry Date: _____	
	NIC or Passport No.: _____ Issue Date : _____ Expiry Date: _____	

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

Checks carried out on all customers prior to account opening by maker and Checker (Tick as applicable)

Caution List **Black List** **World Check** **OFAC** **Internet Alert Check**

Checked by: _____ **Verified by:** _____

Quarterly Income Range: Currency:

From: to

Date of Account opening : _____

Account is KYC compliant.

Prepared by:

Verified by:

Name :

Name :

Signature :

Signature :

Date :

Date :

Approved by:

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. I/We declare that the details given are correct, true and complete and agree to inform the Bank of any change in the information provided, supported by documents where required. I/We further authorize the Bank to make any independent enquiries on me/us in accordance with your normal procedures in connection with this application.
- 2.2. I am/ We are aware that following the enforcement of the Financial Intelligence and Anti-Money Laundering Act 2002, the Bank must take such measures as are reasonably necessary to ensure that neither they nor any service offered by them are capable of being used by a person to commit or to facilitate the commission of money laundering offence. As such, I/we certify that the money remitted into this account will be from lawful business activity and not proceeds of any economic crime or money laundering activity.
- 2.3. 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.
- 2.4. 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.
- 2.5. 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).
- 2.6. 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.
- 2.7. 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 name and/or 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. I am / We are aware that a copy of the fees, charges and commissions, the Code of Banking Practice, rules and other specific terms and conditions applicable to particular types of account are available at the branch and on the Bank's website. These terms are governed by and construed in accordance with the laws of Mauritius.
- 6.2. 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.
- 6.3. 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.
- 6.4. 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 2,500
Call Deposit Account	:	USD 5,000
Term Deposit (individual)	:	USD 1,000
(Corporate)	:	USD 10,000
Foreign Currency Sweep Account	:	USD 10,000
Recurring Deposit Account	:	USD 100

8. Termination of Business Relationship

- 8.1 The Bank reserves the right to close the account at any time by giving a notice of one month to the depositor.
- 8.2 In case the account shows NIL balance for a consecutive period of 3 months, the Bank shall have discretion to close the account without any prior notice.

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.
- 9.5. I/We undertake to submit fresh/updated KYC documents and information upon request.
- 9.6. I/We undertake to submit renewed Licences, Passport, Residence Permit, Work Permit or Occupation Permit, where applicable.

10. Place of performance, applicable law, jurisdiction

- 10.1. The place of performance for both parties shall be the registered office of the Bank.

BRN : C09008318

- 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.

12. Data Protection Details

- 12.1 The Bank undertakes to abide with the provisions of the Data Protection Act 2017 to treat personal data pertaining to its client and related to its business relationship with the client (hereinafter "Client Personal Data" as confidential.
- 12.2 The client agrees that the Bank is entitled to disclose Client Personal Data in order to comply with legal and/or regulatory obligations as well as to safeguard its legitimate interests.
- 12.3 Please refer to Data Privacy Notice (DPN) found on our website www.sbimauritius.com or on request at all branches.

13. Abandoned Funds

In terms of the Banking Act 2004, where a customer's deposit or money lodged with the Bank for any purpose has been left untouched and not reclaimed for 7 years or more and the customer has not responded within 6 months to a letter about the dormant deposit, the deposit or money shall be transferred to the Bank of Mauritius without any formality.

<p>1. Signature of Customer:</p> <p>Name:</p> <p>Date:</p>	<p>2. Signature of Customer:</p> <p>Name:</p> <p>Date:</p>
<p>3. Signature of Customer:</p> <p>Name:</p> <p>Date:</p>	<p>4. Signature of Customer:</p> <p>Name:</p> <p>Date:</p>
<p>5. Signature of Customer:</p> <p>Name:</p> <p>Date:</p>	<p>6. Signature of Customer:</p> <p>Name:</p> <p>Date:</p>

Know Your Customer Checklist for GBL Companies	
	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.
	Certified copy of GBL Certificate (Front and Back copy).
	Proof of Residential address of all owners, beneficial owners, authorized signatories and directors
	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.
	Financial Statement/ Management Accounts
	Structure Chart
	FSC fee receipt issued by FSC for renewal of GBL License for current year.
	Bank Reference, where applicable
	Personal Information/Profile Form on Bank's format of all Owners, Beneficial Owners, Authorized Signatories and Director's.
	In the case of Beneficial Owners, MC'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, where applicable
	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
	Letter of Contact Details of persons
For Shareholding Company holding 20% or more of shares	
	KYC of Shareholding Company / Register of share member
	Register of Directors. For PEPs, their KYC documents to be taken
	Certificate of Incorporation
	Constitution or Memorandum & Articles of Association
If the corporate shareholder is a listed company	
	Confirmation of listed status
	Latest audited financial statement
	List of Directors