



BRED (Vanuatu) Limited

Company, Business, Partnership or Association Account Application Form

Mark boxes with where appropriate, otherwise use block letters.

Do not hesitate to request help from our staff to complete this form or should you need additional information.

1. SELECT YOUR ACCOUNT

Cheque Account (CA) Term Deposit (TD) Savings Premium Account (SA) Foreign Currency Call Account (FC)

AC Ref No.	AC Type CA/TD SA/FC	Cheque and Deposit Books		Statements		Account Number (Bank Use Only)	Initials (Bank Use Only)
		Personalisation	Type/Size	Cycle <small>(Please note the day or date of statement cycle.)</small>	Language		
1.			Cheque Book <input type="checkbox"/> 25 <input type="checkbox"/> 50 <input type="checkbox"/> 200 Deposit Book <input type="checkbox"/> 50 <input type="checkbox"/> 200	<input type="checkbox"/> Daily <input type="checkbox"/> Weekly _____ <input type="checkbox"/> Fortnightly _____ <input type="checkbox"/> Monthly _____	<input type="checkbox"/> French <input type="checkbox"/> English		
2.			Cheque Book <input type="checkbox"/> 25 <input type="checkbox"/> 50 <input type="checkbox"/> 200 Deposit Book <input type="checkbox"/> 50 <input type="checkbox"/> 200	<input type="checkbox"/> Daily <input type="checkbox"/> Weekly _____ <input type="checkbox"/> Fortnightly _____ <input type="checkbox"/> Monthly _____	<input type="checkbox"/> French <input type="checkbox"/> English		
3.			Cheque Book <input type="checkbox"/> 25 <input type="checkbox"/> 50 <input type="checkbox"/> 200 Deposit Book <input type="checkbox"/> 50 <input type="checkbox"/> 200	<input type="checkbox"/> Daily <input type="checkbox"/> Weekly _____ <input type="checkbox"/> Fortnightly _____ <input type="checkbox"/> Monthly _____	<input type="checkbox"/> French <input type="checkbox"/> English		
4.			Cheque Book <input type="checkbox"/> 25 <input type="checkbox"/> 50 <input type="checkbox"/> 200 Deposit Book <input type="checkbox"/> 50 <input type="checkbox"/> 200	<input type="checkbox"/> Daily <input type="checkbox"/> Weekly _____ <input type="checkbox"/> Fortnightly _____ <input type="checkbox"/> Monthly _____	<input type="checkbox"/> French <input type="checkbox"/> English		
5.			Cheque Book <input type="checkbox"/> 25 <input type="checkbox"/> 50 <input type="checkbox"/> 200 Deposit Book <input type="checkbox"/> 50 <input type="checkbox"/> 200	<input type="checkbox"/> Daily <input type="checkbox"/> Weekly _____ <input type="checkbox"/> Fortnightly _____ <input type="checkbox"/> Monthly _____	<input type="checkbox"/> French <input type="checkbox"/> English		
6.			Cheque Book <input type="checkbox"/> 25 <input type="checkbox"/> 50 <input type="checkbox"/> 200 Deposit Book <input type="checkbox"/> 50 <input type="checkbox"/> 200	<input type="checkbox"/> Daily <input type="checkbox"/> Weekly _____ <input type="checkbox"/> Fortnightly _____ <input type="checkbox"/> Monthly _____	<input type="checkbox"/> French <input type="checkbox"/> English		

If a statement cycle is selected which is different from the standard for each account type, additional charges may apply. The standard cycle for CA is monthly, SA & FC are quarterly whilst TD's do not receive statements. Please refer to the schedule of Fees and Charges for details. If you require more than six accounts, please request a copy of the Account Application Form Addendum and complete it.

2. COMPANY, BUSINESS OR ASSOCIATION DETAILS

Company Name

Company Number

Company Address (Registered Office)

Postal Address

PO Box		Street No.		Street Name				
Suburb			City		State		Postcode	
Country								

Contact Details

Contact Name

Position

Email Address

Contact Phone Number

Fax Number

Mobile Phone Number

All previous authorities relating to the matters mentioned above are hereby suspended except as regards any liabilities not yet determined and instruments already drawn or executed but not yet presented and/or paid.

The Bank can treat the several authorities conferred by the said resolution as binding on the Customer and continuing in all respects until written notice of revocation or variation is received by the Bank.

The Customer undertakes to give the Bank immediate written notice of any change of name of the Customer and of any adoption or variation to the Members' Articles of Association or Constitution.

4. ACKNOWLEDGMENT AND AGREEMENT

You take due note and agree that:-

1. **Your Privacy:** The Bank is committed to ensuring that your personal information the Bank has is confidential, secure and accurate subject to the laws of Vanuatu as outlined here-under:
 - (i) The banking secrecy privilege protected by Section 381 of the Companies Act (CAP 191), the Trust Companies Act (CAP 10) and Section 125 of the International Companies Act No. 32 of 1992 is not unrestricted. The officers and employees of the Bank are liable to provide evidence in Vanuatu and information to statutory and government agencies and/or pursuant to orders made by the Supreme Court of Vanuatu when required to do so pursuant to the laws of Vanuatu (such as during a criminal proceeding). Such an obligation also exists with foreign authorities, in so far as the Republic of Vanuatu grants mutual assistance to the country concerned under legislation in force from time to time in the Republic of Vanuatu including the Serious Offences (Confiscation of Proceeds) Act No. 50 of 1989 and the Mutual Assistance in Criminal Matters Act No. 52 of 1989 and the Serious Offences, the Financial Transaction Reporting Act No. 33 of 2000 (amendments 2 of 2002, 20 of 2002, 28 of 2005 and 18 of 2006), the Counter-Terrorism and Transnational Organised Crime Act No. 29 of 2005, and Proceeds of Crime Act (Amendment) Act No. 30 of 2005 and amendments or any other Vanuatu legislation from time to time in force, and the costs thereof shall be borne by you.
 - (ii) Subject always to any obligations imposed on the Bank under the laws of the Republic of Vanuatu including such legislation as is referred to in paragraph (i) hereof, you in addition hereby authorise the Bank to release at any time and until further notice information pertaining to the status of your accounts of any transactions elected under such accounts to: The Financial Intelligence Unit of Vanuatu.

In relation to such parties as are herein named, you hereby expressly discharge the Bank from compliance with any secrecy provisions in any legislation in force from time to time in the Republic of Vanuatu.

2. **Communication with You :**
 - (i) All correspondence is to be mailed to your address provided to the Bank on the opening of the accounts.
 - (ii) All correspondence may at the direction and in absolute discretion of the Bank or as directed in writing by you be retained without exception by the Bank. It is agreed by both parties that the Bank shall consider bank-retained mail as duly delivered whatsoever in this respect and the Bank will incur no responsibility or liability whatsoever in this respect.
 - (iii) All communications by the Bank shall be deemed to have been transmitted when sent to or held at your disposal in accordance with its latest instructions. The date reflected on the copy of any communication or mailing record on the Bank's files shall be considered as conclusive evidence of the actual mailing date.
3. **Verification of Your Identity:** The Bank verifies your identity and its respective representatives by comparing the signatures with the specimen signatures lodged with the Bank. The Bank is authorised to restrict its control to the aforementioned procedures, however, the Bank reserves the right to conduct a more thorough identity control. You discharge the Bank from any damage arising from deficient authority or non-discovery of forgeries.
4. **Schedule of Rates, Costs and Fees:** A schedule listing the rates, costs and fees charged by the Bank for or in respect of the account are displayed at the Bank's premises and/or are available for distribution to you upon demand.
5. **Indemnity:** In the event the Bank or any of its officers and employees suffers any loss or damage or incurs any liability (including any fine or penalty) as a direct or indirect result of the assets deposited with the Bank being proven to be or suspected of being derived from proceeds of criminal activities, you do hereby indemnify and continue to hold indemnified the Bank and each of its officers and employees against such loss, damage or liability.
6. **Directions of Supreme Court:** You hereby authorise the Bank to make any application to the Supreme Court of Vanuatu or seek to obtain directions from the Supreme Court of Vanuatu in respect of assets deposited with the Bank should any conflict arise out of any of the matters referred to above or should there be any contravention or possible contravention of any of the provisions of the laws referred to in clause No 1 (i).
7. **Termination of the Agreement:**
 - (i) The Bank reserves the right to terminate its business relationship with you at any time with immediate effect, particularly to cancel any advised or granted credit facilities or fund transfers in which case any outstanding shall become immediately due for repayment.
 - (ii) You may close your accounts at any time with the Bank. In all cases you must fulfill all your obligations until all the transactions initiated on the account have been finalised and all the amounts owed to the Bank have been paid in full settlement including interest and service charges.
8. **Other Conditions:** The above conditions are to be read in conjunction with any other conditions imposed by the Bank upon you from time to time (including any conditions referred to in any statutory declaration given by the undersigned to the Bank in respect of the opening and/or operation of this account). In the event of conflict (s) , these conditions shall prevail.

5. FACSIMILE INSTRUCTIONS, AUTHORITY, AND INDEMNITY

If you would like to operate and transact on your account (s) by fax, please carefully read this section and tick the box below.

Yes, I/we would like to operate and transact by fax.

It would be convenient and in my/our interests if I/we could at any time and from time to time send instructions by means of facsimile transmission to the Bank in relation to any accounts, facilities or other arrangements which I/we may now or in the future have with the Bank and I/we request the Bank to accept from time to time and (at its discretion) act on any instructions, requests or applications received by means of facsimile transmission involving the payment of money in any currency to or for the credit to an account with the Bank or any other bank or institution of a party or parties specified in the application request or instruction.

1. I/we agree and are aware that:
 - (a) facsimile is not a secure method of delivering instructions to the Bank;
 - (b) more secure alternatives exist;
 - (c) the facsimile may be interfered with including but not limited to unauthorised alteration and interception, viewing by unauthorised third parties.

2. I/we accept the risks associated with the above and release the Bank from any liability it may otherwise have had with regard to ensuring communications between it and me/us are secure.

3. In consideration of the Bank agreeing from time to time (at its discretion) to accept facsimile instructions from me/us, I/we agree:
 - (a) That each facsimile instruction will be issued in accordance with my/our current authorities held by the Bank and in a form satisfactory to the Bank ;
 - (b) That, provided a facsimile instruction appears to be genuine, the Bank will have no obligation to verify the authenticity or accuracy of any facsimile instruction received from me/us or purporting to have been sent by me/us.
 - (c) That the Bank may act on any directions contained in such facsimile instructions regardless of by whom the actual or purported instructions were transmitted and notwithstanding that such facsimile instruction may have been:
 - (i) initiated or transmitted in error or fraudulently; or
 - (ii) altered or distorted prior to or in the course of transmission.
 - (d) That the Bank may, in its absolute discretion, defer action in accordance with the whole or any part of a facsimile instruction pending further enquiry to, or confirmation by me/us but the Bank will not be under any obligation to so defer in any case.
 - (e) To release the Bank from and indemnify the Bank against all claims, losses, damages, costs and expenses howsoever arising in consequence of, or in any way related to:
 - (i) the Bank having acted in accordance with the whole or any part of any facsimile instruction; or
 - (ii) the exercise of the discretion conferred upon the Bank ;
except to the extent that the Bank has acted negligently in any circumstances in relation to that facsimile instruction.
 - (f) To indemnify and keep indemnified the Bank from and against all actions, claims demands, liabilities, obligations, losses, damages, costs (including, without limitation, interest and legal fees) and expenses of whatever nature (whether actual or contingent) suffered or incurred sustained by or threatened against the Bank whatsoever and howsoever arising from or in connection with or in any way relating to the Bank in good faith accepting and acting on instructions placed via the Bank as authorised by the authorised signatory (ies).
 - (g) I/We authorise the Bank to debit any of my/our account(s) at the Bank with all and any amounts which may become payable to the Bank pursuant to the within indemnity.
 - (h) Where the indemnity is given by two or more parties, the liability of such parties to the Bank hereunder shall be joint and several.
 - (i) The indemnity will be treated as an integral part of the Bank's terms and conditions governing the usage of the Bank's accounts and facilities
 - (ii) The Bank may terminate this facility, add or cancel functionalities at its discretion by giving reasonable notice.

6. INTERNET BANKING

If you would like to operate and transact on your account (s) by Internet Banking, please carefully read this section and tick the appropriate box below.

- Yes, all accounts are to have Internet Banking.
- Yes, specific accounts are to have Internet Banking, please tick the appropriate account reference numbers below and refer to Section 1 for details of these account reference numbers.

1. 2. 3.
4. 5. 6.

If you require more than six accounts and specific accounts are to have internet banking, please provide details in the Account Application Form Addendum. Note: if you have ticked all accounts are to have Internet Banking above, the accounts listed in the Addendum will also be given Internet Banking.

I/We confirm to subscribe to a service of the Bank's known as Internet Banking according to Terms and Conditions of use set by the Bank from time to time and of which we are aware and agreed to be bound. I/We acknowledge that my first use of Internet Banking will confirm that I have read, understood and accepted all the Internet Banking Terms and Conditions governing the use of the Bank's Internet Banking facilities.

7. DUE DILIGENCE QUESTIONNAIRE

The Bank has a responsibility under the laws of the Republic of Vanuatu, in relation to the activities of Money Laundering and to the monitoring of account transactions.

This obligation is a continuing obligation and operates beyond the time the account has been opened. This questionnaire is also designed to protect you and enhance the services we provide you. For this reason we require your response to the following questions prior to the opening of your account, and for you to immediately inform us if your responses to the following questions change at any time while you are a customer of the Bank.

<p>SOURCE OF FUNDS Please identify the country (ies) in which the funds have been / will be generated.</p>	<hr/> <hr/> <hr/> <hr/>
<p>Describe fully how the funds to be deposited in this account in the future will be generated.</p>	<hr/> <hr/> <hr/> <hr/>

DEPOSIT OF FUNDS Expected frequency and size of deposits.	<hr/> <hr/> <hr/>
Expected currency in which the deposits are likely to be made.	<hr/> <hr/>
Name and location of Bank forwarding funds and reason for funds being transferred to Vanuatu.	<hr/> <hr/> <hr/>
How will the deposits be generated? (Telegraphic Transfer/Cash/Cheque)	<hr/> <hr/>
WITHDRAWAL / USE OF FUNDS Do you intend to withdraw or transfer these funds within Vanuatu and for what purpose do you intend to use these funds.	<hr/> <hr/> <hr/>
Do you intend to transfer funds out of Vanuatu?	<hr/> <hr/>
If you intend to transfer these funds out of Vanuatu, please advise expected size and frequency of the transfers.	<hr/> <hr/> <hr/>
Currency in which the funds are likely to be transferred.	<hr/> <hr/>
Expected recipient (s) to whom the funds will be transferred.	<hr/> <hr/> <hr/>

Please note: If the explanations provided above are not detailed enough the Bank reserves the right to request any additional information concerning the above matters to fulfill its obligation with Vanuatu laws.

8. COMPANY, BUSINESS, PARTNERSHIP OR ASSOCIATION DECLARATION

The beneficial owner(s) of the assets to be deposited with the Bank are:

Full Name	Extent of Interest (%)	Address

Please note that beneficial owners are also required to complete a 100 point identification checklist.

1. The deposits to be credited to the abovementioned account and/or the assets to be deposited with the Bank are not derived from, nor proceeds of, any form of unlawful activity whatsoever nor were these assets (including the funds to be deposited) obtained in any manner contrary to the laws of the country whence they come or any other relevant country.
2. I/We am/are satisfied that, upon making due enquiry of each of the said beneficial owners, the deposits to be credited to the abovementioned account and/or the assets to be deposited with the Bank are not derived from, nor proceeds of, any forms of unlawful activity whatsoever nor were these assets (including the funds to be deposited) obtained in any manner contrary to the laws of the country whence they came or any other relevant country.
3. I/We have provided to you and to the beneficial owners a copy of the terms of this statutory declaration and the accompanying documents relating to the above bank account and have specifically made the account holder and the beneficial owners aware of legislation in Vanuatu including but not limited to the Serious Offences (Confiscation of Proceeds) Act No. 59 of 1989 and the Mutual Assistance in Criminal Matters Act No. 52 of 1989, the Financial Transactions Reporting Act No 33 of 2000 as amended (No. 20 of 2002 and No. 28 of 2005) which I/we understand is designed to prevent amongst other things the laundering of proceeds of criminal activities.
4. I/We undertake to inform the Bank immediately of any changes.
5. I/We certify that all information provided is true and correct.
6. I/We understand that the Bank may decline this application for any reason in its absolute discretion.

FOR A COMPANY

The **COMMON SEAL** of the **COMPANY**)
 is here **AFFIXED** by authority of)
 its **BOARD** in the presence of:)

 Director

 Director

 Director / Secretary

 Director / Secretary

FOR AN ASSOCIATION

 Full Name of Legal Entity

 Signature of Authorised Legal Representative

 Name of Authorised Legal Representative

 Date

 Signature of Authorised Legal Representative

 Name of Authorised Legal Representative

 Date

 Signature of Witness

 Full Name of Witness

 Date

 Signature of Witness

 Full Name of Witness

 Date

FOR A BUSINESS

 Signature of Applicant

 Name of Applicant

 Date

 Signature of Witness

 Full Name of Witness

 Date