

# **Business Account Application and Standard Forms**

**Table of Contents**

	Page
<b>Application Instructions and General Information</b> .....	3
<b>Section 1</b> Company Information.....	4
<b>Section 2</b> Nature of Business Declaration.....	6
<b>Section 3</b> Account and Product Application.....	9
<b>Section 4</b> Business Indemnity and Waiver Form - Communication by Electronic Means.....	12
<b>Section 5</b> Declarations and Agreements.....	14
<b>Appendix: Certified Copies and Additional Information</b>	
I Certified Copy of Corporate Resolution.....	16
II Certified Copy of Partnership Resolution.....	17
III Certified Copy of Trustee Resolution.....	18
IV Non-Incorporated Body/Sole-Trader Resolution.....	19
V Certified Copy of Corporate Incumbency.....	20
VI Non-Incorporated Body Incumbency.....	21

## Application Instructions

Welcome to HSBC Bank Bermuda Limited (HSBC). Our objective is to make the application process for HSBC accounts and other products and services as easy as possible. Full details of our services and products are available at [www.hsbc.bm](http://www.hsbc.bm). Please pay close attention to the instructions to avoid delays. To apply for an account and/or products with us, please follow the instructions below.

### 1. Complete application form

This application form must be completed. Refer to the appropriate checklist to determine which sections should be completed based on entity type.

### 2. Complete appropriate checklist and submit required documentation

The appropriate checklist must be completed and originals or original certified copies of required documents must be submitted along with your application

### 3. General Information

#### How to get documents certified

For a photocopied document to be considered "certified", a person of an approved profession must certify it. Professions approved by HSBC for this purpose are:

- Officer, Vice President of a bank or any HSBC employee at no additional charge.
- A lawyer, notary public, accountant or actuary who is a member of a recognised body.
- A Member of the Judiciary or a Senior Civil Servant.
- An officer of an embassy, consulate, high commission of the country of issue.

The person certifying the documents must include the following details on all the documents they certify for both a drop off and mail in application:

- Signature and date
- Name and address printed clearly in BLOCK CAPITALS, and professional position or capacity, e.g. lawyer
- A statement that says "I have seen the original document and I certify that this is a complete and accurate copy of the original."
- The 'original' certified copy should be included with the application.

#### Submitting the application

Once completed, please return the application and accompanying documents to your relationship manager.

For assistance please contact your relationship manager or contact HSBC on the following telephone numbers:

For HSBC Business +1 441 299 5555

For all HSBC Corporate +1 441 299 6223 or visit [www.hsbc.bm](http://www.hsbc.bm)

#### Thank you for choosing HSBC

## Section 1 - Company Information

### Registered Name

*The legal name of the customer business, sole trader or other entity (including non-business entity)*

### Business Name

*The trading name of the customer business, only required if this is different from the legal name*

#### TYPE OF ENTITY – please tick

### Type of Entity

Private Company	Association	Foundation
Public Company	Club	Government/State Body
Registered Partnership	Charity	Other, please specify
Unregistered Partnership	Non-Government Organisation	
Sole Trader	Trust	

### Entity Level Detail

Date of Incorporation	Country of Incorporation
Registration Number	Website Address
Name of Auditor	

### If the entity is a publicly traded company

Name of Stock Exchange	Trading Symbol
------------------------	----------------

### Entity Level Detail

#### Industry

Insurance	Construction	Funds	Banking
Telecom	Automotive	General Trading	Shoes/footwear
Furniture	Houseware/Hardware	Machinery/Equipment	Transportation
Electronics	Corporate Service Provider	Petrochemicals/Plastics/Chemicals	
Textiles/Garments	Real Estate	Retail/Wholesale	Food
Management Company	Other, please specify		

### Registered Address

*(P.O. Box is not acceptable)*

Contact Name		
Company Name		
Address 1		
Address 2		
City/State	Country	Postal/Zip Code
Telephone	Fax	Email

### Mailing Address

Same as the Registered Address    Yes                  No

*(If you ticked "No", please complete below section)*

Contact                  Applicant                  Corporate Service Provider                  Management Co                  Other

Contact Name

Company Name

Address

City/State    Country    Postal/Zip Code

Telephone    Fax    Email

### Operating Address/Principal Place of Business

Same as the Registered Address    Yes                  No    Same as the Mailing Address    Yes                  No

*(If you ticked "No", please complete below section)*

Years in Address                  Greater than 3 years                  Less than 3 years(please provide previous)

Contact Name

Company Name

Address

City/State    Country    Postal/Zip Code

Telephone    Fax    Email

### Previous Operating Address (if less than 3 years)

Same as the Registered Address    Yes                  No    Same as the Mailing Address    Yes                  No

*(If you ticked "No", please complete below section)*

Contact Name

Company Name

Address

City/State    Country    Postal/Zip Code

Telephone    Fax    Email

### Key Contact Details & Address

Contact                  Applicant                  Corporate Service Provider                  Management Co                  Other

Contact Name

Title/Position Held

Company Name

Address

City/State    Country    Postal/Zip Code

Telephone    Fax    Email

## Other HSBC Relationship(s)

### Relationship Details

Does the company or any of its underlying subsidiary companies or any of its holding companies hold a banking relationship with any HSBC

Group Member?	Yes	No	If Yes, please indicate which company(ies) and which HSBC Group Member?
---------------	-----	----	---

Company Name			HSBC Member
--------------	--	--	-------------

Relationship Manager

Company Name			HSBC Member
--------------	--	--	-------------

Relationship Manager

Company Name			HSBC Member
--------------	--	--	-------------

Relationship Manager

### Section 2 - Nature of Business Declaration

Describe the products and services which your business provides to its clients and any other activities generating revenue for your business/entity.

Please describe the products and services of the group in which your entity is a subsidiary (*If applicable*).

### Initial Source of Wealth

Please describe the business activity or situation that generated the initial source of the Company's accumulated capital, not just the portion that is invested with the Bank for the initial deposit/account opening or investment.

### Ongoing Source of Wealth

Please describe the ongoing business activities or situation that will generate the funds that will be deposited into the account or premium paid/cash invested.

## Number of Employees (including volunteers, contracted workers, etc)

Zero      1-10      11 to 50      51-100      Over 100

Does your company have any subsidiary or branch?      Yes      No

If you have selected "Yes", please provide the list of subsidiary(ies) or branch(es) and the countries in which they operate:

Name	Type (Subsidiary or Branch)	Country of Operation
------	-----------------------------	----------------------

Please provide your total revenue per year for the entity

*(If your company is a startup, please provide projected revenue)*

If your company manages or administers third party funds, please provide us with your total Assets under Management or Assets under Administration

## Personal Details Form

One form to be completed for each Director, Officer, Shareholder, Beneficial Owner, Authorised Signatory, Company Secretary, Trustee, Settlor, Protector, Founder or Direct Appointee.

Full legal name

If Beneficial Owner - % of Ownership

Please state your connection(s) to the company below:

Known as *(if different)*

Date of Birth

Place of Birth

Nationality(ies)

Tax Residency(ies)

Residential Address

How many years at this address?

*If less than 3 years please provide previous address*

Email Address

Telephone Number

### Passport Information

Country of issue

Number

Expiration Date

### HSBC Personal Account

Number *(if applicable)*

### Beneficiary Details - Source of Wealth

Please describe the activity(ies) or transaction(s) which generated your individual accumulated capital.

### Signatory Sample

If you are the authorised signatory, please provide your signature below.



### Section 3 - Account and Product Application

**Account Name, Number and Account Opening Instructions**  
**(This section is per account; please print out additional forms if more than one account is required)**

Customer Name \_\_\_\_\_ Customer Number \_\_\_\_\_ -

Sub Account Name \_\_\_\_\_

Please choose one of the following three options:

BMD Cash Management Account (with cheques)      USD Cash Management Account (with cheques)

Cash Management Account (without Cheques) in the following currency *(please choose one currency from the following list):*

BMD      USD      GBP      ZAR      EUR      AUD      CAD      CNY      CHF      DKK  
THB      JPY      NOK      NZD      SEK      SGD      HUF      HKD

Will the account operate under the same mandate as an existing HSBC Account?      Yes      No

Yes, please specify existing account number \_\_\_\_\_

No, please attach the certified copy of the resolution establishing the new mandate together with a completed signature form per signatory. See Appendix 1.

Visa Business Credit Card Required?      Yes      No

*(If you choose Yes, one of our representatives will contact you upon receipt of this application)*

What will this account be used for?

*(For example receipt of salary, pensions, money transfer, business sales, commissions, profits, others)*

#### Initial Source of Funds

Please name the individual or entity that is providing the initial deposit(s) \_\_\_\_\_

What is the relationship between this party and the applicant? \_\_\_\_\_

What type of transaction will be used to deposit the initial fund? \_\_\_\_\_

What is the expected amount? \_\_\_\_\_

If it is a wire transfer, please provide the name of the bank and country from which the transfer will be made \_\_\_\_\_

**Intention to Make Cash Deposits**      Yes      No

**Purpose of Cash Deposits** \_\_\_\_\_

*(For example the customer business is cash oriented / business receipts are in cash)*

Expected Value Range \_\_\_\_\_ Frequency \_\_\_\_\_

**Currencies Involved in Cross Border Payments** \_\_\_\_\_

## Incoming Funds

Please list details of expected inward payments into this account (eg. sales, donations, investment income etc)

### Counterparty 1

Name of Entity

Type of Entity

Country of Operations

Expected Value Range Per Transaction

Frequency

Type of Transactions (e.g. Wire, Cash, Cheque Deposit)

Reason for Payment

% Value of Total Revenue

### Counterparty 2

Name of Entity

Type of Entity

Country of Operations

Expected Value Range Per Transaction

Frequency

Type of Transactions (e.g. Wire, Cash, Cheque Deposit)

Reason for Payment

% Value of Total Revenue

### Counterparty 3

Name of Entity

Type of Entity

Country of Operations

Expected Value Range Per Transaction

Frequency

Type of Transactions (e.g. Wire, Cash, Cheque Deposit)

Reason for Payment

% Value of Total Revenue

### Counterparty 4

Name of Entity

Type of Entity

Country of Operations

Expected Value Range Per Transaction

Frequency

Type of Transactions (e.g. Wire, Cash, Cheque Deposit)

Reason for Payment

% Value of Total Revenue

If the Name of the Entity/Type of Business is not known for any of the above, please explain below:

*(Please print additional pages if needed.)*

## Outgoing Funds

Please list details of expected outward payments into this account (eg. sales, donations, investment income etc)

### Counterparty 1

Name of Entity

Type of Entity

Country of Operations

Expected Value Range Per Transaction

Frequency

Type of Transactions (e.g. Wire, Cash, Cheque Deposit)

Reason for Payment

% of Total Expenditure

### Counterparty 2

Name of Entity

Type of Entity

Country of Operations

Expected Value Range Per Transaction

Frequency

Type of Transactions (e.g. Wire, Cash, Cheque Deposit)

Reason for Payment

% of Total Expenditure

### Counterparty 3

Name of Entity

Type of Entity

Country of Operations

Expected Value Range Per Transaction

Frequency

Type of Transactions (e.g. Wire, Cash, Cheque Deposit)

Reason for Payment

% of Total Expenditure

### Counterparty 4

Name of Entity

Type of Entity

Country of Operations

Expected Value Range Per Transaction

Frequency

Type of Transactions (e.g. Wire, Cash, Cheque Deposit)

Reason for Payment

% of Total Expenditure

If the Name of the Entity/Type of Business is not known for any of the above, please explain below:

*(Please print additional pages if needed.)*

## Section 4 - Business Indemnity and Waiver Form - Communication by Electronic Means

**"Account"** means each account the Customer holds with the Bank from time to time.

**"Bank"** means HSBC Bank Bermuda Limited, its subsidiaries and its affiliates.

**"Claims"** means any actions, proceedings, causes of action, or other claims of any kind against the Bank.

**"Customer"** means the Account holder, the organisation named on the Business Account Application and related resolution for each account. For a partnership, joint venture, unincorporated association, or sole trader, "Customer" includes every general partner, joint venture participant, member, or individual, respectively, of the organisation jointly and severally.

**"Debit Card"** means each debit card or other financial services card that the Bank issues to the Customer (but not any of its credit cards) that is used to identify the Customer and to authorise transactions on its accounts, and includes all or any part of a Debit Card number.

**"Electronic Means"** includes communications sent by email, facsimile, telephone, and computer or by the use of scanned or digital signatures or any other electronic means.

**"Instructions"** means any instruction that is or reasonably appears to be given to the Bank by the Customer.

**"Liabilities"** means all costs, expenses, charges, debts, liabilities, damages, demands, obligations, fees, levies, duties or penalties whether direct or indirect, fixed, contingent or otherwise, suffered or incurred by the Bank.

**"Security Code"** means any Customer identification code, including any PIN (personal identification numbers), password, digital certificate, token or security device, access code, logon user name or other identification or memorable data, which permits the Customer access to an Account or other Bank products or services.

In consideration of the Bank agreeing to act on Instructions by Electronic Means of the Customer, the Customer agrees to the following:

1. The Customer authorises the Bank to accept without any further verification, and the Customer agrees to be responsible for and indemnify the Bank against and save the Bank harmless from any damage the Bank may suffer as a result of acting on Instructions, agreements and documents for transactions submitted to the Bank by Electronic Means if the Bank believes that the Instructions have come from the Customer or its agent. Whether or not such Instructions, documents and agreements were actually authorised or valid, the Customer acknowledges that if the Bank acts on any Instructions, agreements and documents submitted by Electronic Means it shall evidence the belief of the Bank that the Instructions have come from the Customer or its Agent.
2. The Customer agrees that what in the Bank's reasonable determination appears as the Customer's signature on Instructions by Electronic Means or documents (whether or not actually signed by the Customer) binds the Customer legally and makes it responsible to the same extent and effect as if the Customer had given original signed Instructions (except if the Bank has been grossly negligent or acted with wilful misconduct).
3. There may be some types of Instructions or documents the Bank will not accept by Electronic Means, and the Customer understands that the Bank reserves the right to refuse any Instructions by Electronic Means, agreements or documents in its sole discretion.
4. The Customer consents to the Bank making an audio recording of any telephone call, or a record of any electronic communication the Bank may have with the Customer to preserve the context of all Instructions or other information the Customer provides to the Bank.
5. The Customer acknowledges that it is solely and fully responsible for the use of the Customer's Debit Card or Security Code. The Bank is not required to confirm the identity or authority of any person using the Customer's Debit Card or Security Code to make transactions, and the Bank shall have no liability of any kind whatsoever to the Customer if the identity of the person is not correct or if the person using the Customer Debit Card or Security Code is not authorised to do so.
6. The Bank will not be liable for any Liabilities suffered by the Customer or by a third party because of any failure of or refusal by the Bank to give effect to any Instructions or for any delay in implementing Instructions regardless of the reasons for such failure, refusal or delay (other than the Bank's gross negligence or intentional misconduct).
7. The Customer has taken all necessary action to authorise the entry into and performance of this Indemnity; the person(s) who sign below have been duly authorised to sign the Indemnity on behalf of the Customer; the Indemnity and such authorisations are in accordance with the applicable constitutional documents of the Customer.
8. The Customer hereby waives all Claims it may have against the Bank as a result of the use of the Customer's Debit Cards or Security Codes, the Bank acting on Instructions or the Bank otherwise performing its obligations under this Agreement (except if the Bank has been grossly negligent or acted with intentional misconduct).
9. The Customer releases and agrees to save the Bank harmless from and against any and all Claims and Liabilities (to the Customer or any third party) the Bank incurs or suffers as a result of the Bank acting on Instructions, refusing to give effect to any Instructions or not accepting any agreements or documents, or for any delay in implementing any Instructions (regardless of the reasons for failure, refusal or delay), or otherwise performing its obligations hereunder except of the Bank has been grossly negligent or acted with intentional misconduct.
10. The Customer agrees that it shall review statements or other notifications with respect to Accounts within thirty days and as required pursuant to any agreement with the Bank. The Bank shall have no liability of any kind whatsoever for any Claims or Liabilities which would or should have been discovered by the Customer had it reviewed the statements or notifications within thirty days, and the Customer waives all Claims it may have against the Bank and releases the Bank from any Claims and Liabilities that the Bank would have to the Customer arising or contributed to after the time that the statements or notifications for the Account should have been reviewed, whether or not any of the Claims or Liabilities resulted from the negligence of the Bank.
11. This indemnity will be governed by and construed in accordance with the laws of Bermuda.

**Signed for and on behalf of the Customer**

Customer Name

Full name of authorised signatory

Full name of authorised signatory

Position

Position

Signature

Signature

Date (dd/mm/yyyy)

Date (dd/mm/yyyy)

Full name of authorised signatory

Full name of authorised signatory

Position

Position

Signature

Signature

Date (dd/mm/yyyy)

Date (dd/mm/yyyy)

**Notes:**

**Name**

Refers to the name of the clients in which business transactions will be conducted

**Entity Type**

Example would be Individual, Corporation, Financial Institution, Partnership or Government

**Country of Operation**

Refers to the country of operations of the client or counterparties (e.g. UK, Bermuda, Russia)

**% of Sale/Revenue & % of Expenditures**

If dollar value is provided, please give the details of total annual sales/expenditures in USD

## Section 5 - Declarations and Agreement

I/We confirm to you the following:

1. I/We confirm that the information provided on this Application is complete and accurate.
2. I/We declare that the Account(s) and Product(s) will only be used for legal purposes.
3. I/We agree to inform you of any changes in my/our status or the status of the Customer that could affect the operation of the Account(s), including change of address.
4. I/We confirm that I/we have read and agree to the terms and conditions of the Accounts and Products for which I/we have applied and I/we confirm to be bound by such terms and conditions and any changes that may occur from time to time.
5. I/We confirm and agree that I/we am/are responsible for reviewing upon receipt, all account statements or other notifications relating to an Account and, if I/we fail to do so, the Bank will not be liable to the Customer for any losses incurred after the time that such information should have been discovered.
6. I/We confirm that the Customer has taken all necessary action to authorise the entry into and performance of this Application, the person(s) who sign below have been duly authorised to sign the Application on behalf of the Customer, the Application and such authorisations are in accordance with the applicable constitutional documents of the Customer.

### Signed for and on behalf of the Customer

#### Authorised Signatory One

Print name

Signature

Date (dd/mm/yyyy)

#### Authorised Signatory Two (if applicable)

Print name

Signature

Date (dd/mm/yyyy)

#### Authorised Signatory Three (if applicable)

Print name

Signature

Date (dd/mm/yyyy)

#### Authorised Signatory Four (if applicable)

Print name

Signature

Date (dd/mm/yyyy)

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#### HSBC Bank Bermuda Limited

37 Front Street  
Hamilton HM 11 Bermuda

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Banking and Investment Business by the Bermuda Monetary Authority.

# Appendices

## Appendix I - Certified Copy of Corporate Resolution

If you are opening a Bank account in the name of a Company

I,

Secretary/ Director of \_\_\_\_\_ (the "Company"), a Company duly organised and existing under the laws of \_\_\_\_\_ and having its registered address at \_\_\_\_\_

hereby certify that the following is a true and complete copy of resolutions duly adopted by the Board of Directors of the Company at a meeting thereof duly convened and held on \_\_\_\_\_ at which a quorum was present and voting throughout and such resolutions are now in full force and effect and are in accordance with the provisions of the Articles or Memorandum of Association or Bye-laws as applicable of the Company.

RESOLVED that HSBC Bank Bermuda Limited and its subsidiaries and affiliates (the "Bank") be and hereby are designated as a depository of funds and assets of the Company and that accounts with the Bank be opened and operated on the terms and conditions applicable from time to time to such accounts.

FURTHER RESOLVED that the directors have read and reviewed in detail the Business Account Operating Agreement and the Business Indemnity and Waiver Form, understand them and approve the terms thereof.

FURTHER RESOLVED that it is the responsibility of the Company to review account statements and other notifications relating to any of the accounts of the Bank and, should the Company fail to review such account statements in accordance with the terms of the Business Account Operating Agreement, the directors acknowledge that the Bank shall have no liability to the Company for any claims, losses, damages or any other amounts incurred by the Company if it fails to notify the Bank of any errors or omissions in the account statements or other documentation relating to any of the accounts within the time period required in the Business Account Operating Agreement.

FURTHER RESOLVED that the Bank be and is hereby authorised to honour Instructions issued or Instruments made, drawn, endorsed or executed by or on behalf of the Company. The following are Authorised Persons authorised on behalf of the Company to approve and execute the Business Account Application, approve and adopt the Business Account Operating Agreement, enter into any other agreements with the Bank for products and services the Authorised Persons consider in the best interests of the Company and approve. The Authorised Persons are further authorised to act in relation to the issuance of Instructions or Instruments relating to the accounts or transactions of the Company.

The combination of individuals authorised to give Instruction to the Bank is: (please tick relevant box)

Any one of the following

Signature Secretary/Director

Any two of the following

The first named person below and any one other of the persons below

### Authorised Signatory One

Print Name

Position

Date (dd/mm/yyyy)

### Authorised Signatory Two (if applicable)

Print Name

Position

Date (dd/mm/yyyy)

### Authorised Signatory Three (if applicable)

Print Name

Position

Date (dd/mm/yyyy)

### Authorised Signatory Four (if applicable)

Print Name

Position

Date (dd/mm/yyyy)



## Appendix II - Certified Copy of Partnership Resolution

If you are opening a Bank account in the name of a Partnership

At a meeting of the \_\_\_\_\_, a Partnership organised under the laws of \_\_\_\_\_, held on \_\_\_\_\_, we, the undersigned, constituting all the General Partners, hereby:

RESOLVED that HSBC Bank Bermuda Limited and its subsidiaries and affiliates (the "Bank") be and hereby are designated as a depository of funds and assets of the Partnership and that accounts with the Bank be opened and operated on the terms and conditions applicable from time to time to such accounts.

FURTHER RESOLVED that the Partners have read and reviewed in detail the Business Account Operating Agreement and the Business Indemnity and Waiver Form, understand them and approve the terms thereof.

FURTHER RESOLVED that it is the responsibility of the Partnership to review account statements and other notifications relating to any of the accounts of the Bank and, should the Partnership fail to review such account statements in accordance with the terms of the Business Account Operating Agreement, the General Partners acknowledge that the Bank shall have no liability to the Partnership for any claims, losses, damages or any other amounts incurred by the Partnership if it fails to notify the Bank of any errors or omissions in the account statements or other documentation relating to any of the accounts within the time period required in the Business Account Operating Agreement.

FURTHER RESOLVED that the Bank be and are hereby authorised to honour Instructions issued or Instruments made, drawn, endorsed or executed by or on behalf of the Partnership. The following are Authorised Persons authorised on behalf of the Partnership to approve and execute the Business Account Application, approve and adopt the Business Account Operating Agreement, enter into any other agreements with the Bank for products and services the Authorised Persons consider in the best interests of the Partnership and approve. The Authorised Persons are further authorised to act in relation to the issuance of Instructions or Instruments relating to the accounts or transactions of the Partnership.

The combination of individuals authorised to give Instruction to the Bank is: (please tick relevant box)

Any one of the following

Signature Partners

Any two of the following

The first named person below and any one other of the persons below

We agree, individually and on behalf of the Partnership, that notwithstanding any modification or termination of the power of any General Partner to represent the Partnership or any dissolution or termination of the Partnership, whether by expiry of the partnership agreement, by death, by bankruptcy or resignation of any partner, or otherwise, or any notice thereof that the Bank may receive, this authority shall continue and all acts done and performed thereunder shall be binding upon each of us individually, our legal representatives, and upon any partners whose signatures do not appear below until notice in writing signed by one or more of the undersigned shall have been received by the Bank, which notice shall not affect our obligation with regard to acts done and performed hereunder prior to the Bank's receipt of such notice.

### Authorised Signatory One

Print Name

Position

Date (dd/mm/yyyy)

### Authorised Signatory Two (if applicable)

Print Name

Position

Date (dd/mm/yyyy)

### Authorised Signatory Three (if applicable)

Print Name

Position

Date (dd/mm/yyyy)

### Authorised Signatory Four (if applicable)

Print Name

Position

Date (dd/mm/yyyy)





**Appendix V - Certified Copy of Corporate Incumbency  
(also known as Register of Directors and Officers)**

I, \_\_\_\_\_, Secretary/Director of  
(the "Company"), a Company duly organised and existing under the laws of \_\_\_\_\_ hereby certify that at the  
meeting of the Company held on \_\_\_\_\_ the following Directors and Officers were duly elected:

Full legal name/Date of birth/Country of birth/Nationality(ies)	Position held
---	---------------

Witness my hand and seal of the Company, this \_\_\_\_\_ day of \_\_\_\_\_ year  
Signature Secretary/Director

**Appendix VI - Certified Copy of Non-Incorporated Body Incumbency**

At a  General  Annual  Special meeting of the \_\_\_\_\_ held on \_\_\_\_\_ the following officers were duly elected:

Full legal name/Date of birth/Country of birth/Nationality(ies)	Position held
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The Bank will be advised immediately should there be any resignations, appointments or changes.

Print name

Signature

The Bank will be advised immediately should there be any appointments or changes.

Print name

Signature

For Bank Use Only