

Euro Pacific Bank Limited
BANK ACCOUNT CONTRACT

(Please complete in *BLOCK CAPITAL LETTERS*)

This contract is drawn between

EURO PACIFIC BANK LIMITED hereinafter referred to as “**the Bank**”, whose registered address is Euro Pacific Bank Limited, The Financial Services Centre, Jaycees Building, Stoney Ground, Kingstown VC0100, St. Vincent and The Grenadines; of the one part

And

Name(s):

(Registered) Address:

.....

(detailed data is provided in the enclosure)

hereinafter referred to as “**the Account Holder**” of the other part.

At the request of **the Account Holder**, and after completing its due diligence procedure, the **Bank** hereby agrees to open and, subject to the following terms and conditions, to maintain, a Current Account in the name of the **Account Holder**.

The **Account Holder** requests the Bank to issue to cardholders listed in this contract and its integral enclosures, such Bankcards as are detailed therein.

For its part, the Bank undertakes as follows:

1. To handle, record and hold the **Account Holder’s** funds. The **Account Holder** may obtain information of credits and debits entered on the Current Account together with the closing balance thereof through the Internet **Bank**.
2. The standard validity of the bankcard is three years from the date of issue. Unless the cardholder gives notice in writing requesting cancellation of the card at least sixty (60) days before expiry, the **Bank** will provide the **Account Holder** with a new bankcard having the same parameters and facilities but with a new expiry date. Lost, damaged or stolen cards are replaced by the **Bank** irrespective of their expiry date.
3. The **Bank** is entitled to stop the bankcard in the following cases:
 - If the **Bank** receives information about loss or theft of the card;
 - If the **Account Holder** or Card Holder do not comply with the terms of the present contract;
 - If the current contract is terminated
 - If the bankcard became invalid or unusable and the application for a supplementary card although given, was not received by the **Bank**.
4. To fulfil payment orders up to the available Current Account balance, subject to blocking such proper part of the daily account balance as is required to cover expected bank charges, as laid down in the Bank Account Conditions (minimum blocking amount).
5. The Bank shall not be responsible for any legal dispute between the **Account Holder** and the additional cardholder concerning the bankcard or the Current Account.

6. To open other account for handling the **Account Holder's** funds (e.g. a deposit account) with the exception of accounts which are not at the **Account Holder's** disposal (e.g. security deposit account). Such accounts can only be debited by the **Bank** under the instructions of the **Account Holder**.

7. To fulfil the **Account Holder's** orders with due care and attention and in such an appropriate manner as it may at its own discretion - at the **Account Holder's** risk and expenses. The place of order fulfilment in connection with any account held by the **Bank** shall be deemed to be the registered office of the **Bank**.

8. To keep all data at the **Bank's** disposal relating to the Account Holder or the Account Holder's contracts with the **Bank** strictly confidential, within the rules of the relevant jurisdiction.

For his/her part, the Account Holder undertakes as follows:

1. To provide the **Bank** at the time of contract signing with the name, identification data and specimen signature of all persons authorised to act upon the bank account of the **Account Holder**. The **Bank** will treat specimen signatures as valid such time as the **Account Holder** withdraws them in writing.

2. Responsibility for all instructions relating to the card, especially to the proper use of the bankcard, and to continuously maintain such balance on the Current Account as is necessary to cover the card transactions and related charges and fees.

3. To forward any additional card holder(s) their bankcard(s) and other banking materials delivered to the **Account Holder**; to provide such cardholder(s) with information necessary for the proper use of the bankcard and to represent their interests and act on their behalf (if needed).

4. To immediately notify the **Bank** as of all changes of his/her/its name, real address, mailing address or any other relevant data. In the event of loss or theft of the bankcard, to inform the **Bank** as soon as possible in order that card stoppage may be effected. Each cardholder is entitled to stop his/her card on his/her own, without permission of the **Account Holder**.

5. That he/she is fully aware of applicable Laws, Rules and Regulations and his/her account with the bank will not be used for money laundering, terrorist financing, fraudulent activities, financial crime or any other criminal offences and he/she understands that the Bank may terminate the account if this is found to be contravened.

Other Terms and Conditions:

1. This contract comes into force at signing by both of the parties and at the time when the minimum deposit needed to open a Current Account is credited to the account in the **Bank's** records.

2. The **Bank** is entitled to remedy any possible incorrect credits or debits arising through misunderstanding without special instruction from the **Account Holder**. Recording of such corrections arising from accidental mistake is free of charge.

3. The **Bank** is not responsible for losses or damage occurring as a result of military force, political intervention, and prescriptions of domestic or foreign authorities or events occurring as a result of catastrophe or Act of God. If the **Account Holder** supplies false or erroneous data for fulfilment of his/her/its contractual liabilities (or for data processing) then the **Bank** shall not be liable for any resultant damage caused.

4. By his/her signature the Account Holder acknowledges the Bank's authority to obtain independent verification of any information provided in this Contract and its enclosures.

5. The Account Holder acknowledges that all credits to the account are will be beneficially owned by the regulated institution holder.

6. The **Account Holder** may obtain information about the fixed and variable conditions of maintaining the current and other bank accounts including applicable rates of interest together with commissions, charges and costs debited by the **Bank** in the Public Notice. The **Bank** reserves the right to modify the conditions specified in the bank Account Conditions at any time.

7. The contract will remain in force until terminated. The contract may be terminated by either party serving 30 days written notice upon the other and is subject to satisfactory settlement of the account.

8. All matters not regulated in this contract are subject to the provisions of the Bank's Business Rules and Regulations, bank Account Conditions and St. Vincent and the Grenadines International Banks Act, 2004. Applicable law concerning interpretation and enforcement of the contract shall be the law of St. Vincent and the Grenadines. The responsible juridical court is the High Court of Justice, Kingstown, St. Vincent.

Date:

For and on behalf of the **Bank:**

.....
Euro Pacific Bank Ltd.

For and on behalf of the **Account Holder:**

Signature

Joint Account Signature

Euro Pacific Bank Limited
SOURCE OF FUNDS DECLARATION

I hereby attest to the following:

1. That to the best of my knowledge and belief the information in the following source of funds statement and any annexes thereto, is true and accurate and the funds transferred are free of all claims, debts, loans, lawsuits, contingent liabilities, (such as indemnities or guarantees) immediately prior to the transfer by me to the account of **Euro Pacific Bank Limited**, for my benefit the funds were legitimately acquired.

2. I confirm and represent that none of the wires which I may transfer to my account at **Euro Pacific Bank Limited**, have been derived directly or indirectly from any act or omission that may constitute an offence or as a result or in connection with any criminal conduct.

3. The Source of Funds is (how the funds were acquired i.e. personal savings, sale of house etc.):

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Name of Bank or Institution wire is originating from:

Address and contact number of Institution:

.....

4. I understand and consent that **Euro Pacific Bank Limited** may disclose this information to law enforcement authorities where required by Court Order or other applicable law.

5. If my source of funds changes at any time I will update this statement to reflect any and all changes.

6. Account Activity Information

Purpose of opening the account:

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Estimated size of balances:

Expected transaction type(s) and estimated volume:

.....

Signature

Joint Account Signature