



Bank of India (New Zealand) Limited

APPLICATION FOR OPENING A BUSINESS ACCOUNT (Current / Savings / Term Deposits)

The Branch Manager

Branch: AUCKLAND

Dear Sir/Madam

I/We request you to open a business account styled as (Tick type of Business and Type of A/c):

Type of Business:

- 1. Sole proprietor
- 2. Partnership/LLP
- 3. Limited Company
- 4. Trust
- 5. Society/Club
- 6. Estate
- 5. Any other (pl. specify) _____

Type of A/c:

- 1. Current
- 2. Term Deposit
- 3. Savings _____

For Office Use

Customer ID: _____

Account No: _____

I have verified the documents submitted and confirm that KYC norms are fully complied with.

Date of all formalities

Completed: _____

Officer's Signature: _____ Date: _____

Manager's Signature: _____ Date: _____

PLEASE COMPLETE DETAILS IN BLOCK LETTERS

1. GENERAL ACCOUNT DETAILS

1.1 NAME OF AUTHORISED SIGNATORIES (EG, SOLE PROPRIETOR/PARTNERS/DIRECTORS/TRUSTEES/MEMBERS/ADMINISTRATORS):

SR.	NAME	DESIGNATION
1		
2		
3		
4		
5		

In case of more names please attach separate sheet.

1.2 OPERATING INSTRUCTIONS (PLS. TICK):

Any one person named at section 1

Any two persons named at section 1 **jointly**

All persons named at section 1 **together**

OTHERS (PL. SPECIFY): _____



Bank of India (New Zealand) Limited

2. DETAILS OF YOUR BUSINESS

2.1 ALL BUSINESS TYPES TO COMPLETE

FULL TITLE OF YOUR BUSINESS	CORRESPONDENCE ADDRESS OF THE BUSINESS (IF DIFFERENT FROM BUSINESS TRADING ADDRESS)	
		POSTCODE
ENTITY NUMBER (EG, COMPANY NUMBER) (IF RELEVANT)	BUSINESS CONTACT NUMBER INCLUDING AREA DIALLING CODES	
	Telephone	
YOUR EXPECTED ANNUAL TURNOVER	Mobile	
	Fax	
PRINCIPAL BUSINESS ACTIVITY	NAME OF YOUR ACCOUNTANT	
DATE BUSINESS STARTED	Telephone	
<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Email	
YOUR FULL BUSINESS TRADING ADDRESS	ACCOUNTANT'S ADDRESS	
	POSTCODE	
EMAIL		
LENGTH OF TIME AT THIS ADDRESS?		
YEARS <input type="text"/> <input type="text"/> MONTHS <input type="text"/> <input type="text"/>		

If Sole proprietor, Partnership, Trust, Society/Club or Estate, proceed to Section 3.

If Limited Company or Limited Liability Partnership, proceed to section 2.2

2.2 LIMITED COMPANIES AND LIMITED LIABILITY PARTNERSHIPS ONLY TO COMPLETE

ACCOUNT TITLE (IF DIFFERENT FROM FULL NAME OF YOUR BUSINESS)	REGISTERED OFFICE ADDRESS OF THE BUSINESS (IF DIFFERENT FROM BUSINESS TRADING ADDRESS)	
		POSTCODE
	DATE OF INCORPORATION/REGISTRATION	
	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	

If a Limited Company proceed to section 2.3, if a Limited Liability Partnership proceed to section 3.



Bank of India (New Zealand) Limited

2.3 FOR LIMITED COMPANIES ONLY: TO COMPLETE CONFIRMATION OF ALL SHAREHOLDERS WITH A HOLDING OF 20% OR MORE

FULL NAME:	SHAREHOLDING (%):
As Director I confirm that the details given above are true.	
YOUR NAME:	YOUR SIGNATURE:
DATE:	
LETTER PROVIDED: <input type="checkbox"/>	Shareholder details confirmed as per the letter attached, signed by either a formation agent, an external solicitor or an external accountant (please enclose with account opening pack). Or Level of each member's liability confirmed as per the letter attached for companies' limited by guarantee.

2.4 TAX DETAILS

(a) Resident

(b) Non-resident

IRD NO:

Tax Status:

Nominated Tax Rate

Exempt (Certificate enclosed): Yes / No

If exempt, Expiry Date of Certificate of Exemption:



Bank of India (New Zealand) Limited

3. UNDERSTANDING THE PARTIES OF THE ACCOUNT

(To be completed by each authorised signatory on a separate page - ie, photocopy this page as required where there is more than one Authorised Signatory)

DETAILS OF THE AUTHORISED SIGNATORIES (eg, SOLE PROPRIETOR/PARTNERS/DIRECTORS/ TRUSTEES/MEMBERS/ADMINISTRATORS):

YOUR TITLE AND FULL NAME:	YOUR NATIONALITY:
PHOTOGRAPH:	YOUR PASSPORT NUMBER:
	DATE OF ISSUE & EXPIRY OF PASSPORT:
	NAME OF PERSONAL BANK & BRANCH:
POSITION IN BUSINESS (EG, SOLE PROPRIETOR/PARTNER/DIRECTOR/TRUSTEE/MEMBER/ADMINISTRATOR) Please specify:	If you are an existing Bank of India (New Zealand) Limited customer, YOUR CUSTOMER ID:
OTHER (Please explain):	YOUR AGREEMENT WITH US: I confirm that the details on this form are accurate and authorise you to make enquiries to check this information. I apply to open a current account (and if applicable) such other accounts with the Bank as notified by the Bank. I have provided you with proof of my identity and address, in accordance with page 1 of Bank of India (New Zealand) Limited's General Terms and Conditions. I would prefer not to receive marketing material from you about your bank's products or services.(Please tick here) <input type="checkbox"/> Please note that if you tick this box we will be unable to notify you about any new products or services that may be of benefit to you.
YOUR DATE OF BIRTH: □□ □□ □□ □□	
PERCENTAGE SHARE IN BUSINESS (IF RELEVANT):	
YOUR CONTACT PARTICULARS (WITH AREA CODES):	
Home	
Mobile	
Work	
Fax	
Email	
YOUR HOME ADDRESS (WHERE YOU LIVE): _____ _____ _____ _____ POSTCODE: _____	
HOW LONG HAVE YOU LIVED AT THIS ADDRESS? YEARS □□ MONTHS □□	
YOUR PREVIOUS HOME ADDRESS (IF LESS THAN 3 YEARS AT PRESENT ADDRESS): _____ _____ _____ POSTCODE: _____	YOUR SIGNATURE:
DATE:	

Please note that a current valid passport containing your name, date of birth, photograph and signature is sufficient as to your identity. An electricity bill, telephone bill or bank statement containing your address and issued within the last three months is sufficient as to your address. For other methods to satisfy us as to your identity and address, please refer to pages 6 to 8 of our General Terms and Conditions which are available at any of our branches and on our website at www.bankofindia.co.nz.



Bank of India (New Zealand) Limited

4. KNOW YOUR BUSINESS (KYB) – INTERVIEW NOTE

BUSINESS NAME:

NATURE OF YOUR BUSINESS/ACTIVITIES Describe a typical job/day. Is there any supporting business documentation (Business plan, etc.):

IS IT AN EXISTING BUSINESS OR A NEW SET UP? What set up costs are involved and how are they funded? (E.g. Savings, family loans, etc.):

YOUR ACTIVITIES PRIOR TO THIS BUSINESS?

YOUR BUSINESS PREMISES (owned/rented/lease terms etc.):

YOUR EXPECTED CROSS-BORDER DEALINGS (please also name the countries).

METHODS AND FREQUENCY OF DEPOSITS IN YOUR ACCOUNT (Cash, cheques, electronic payments, overseas funds):



Bank of India (New Zealand) Limited

ANY OTHER INFORMATION YOU WISH TO SHARE. Does the information supplied by the customer compare to search results of various public registers (eg, the Companies Office Search results)? If not, explain the discrepancies.

SIGNATURE OF AUTHORISED SIGNATORY (eg, Sole proprietor/Partner/Director/Trustee/Member/Administrator).

COMMENTS OF THE MANAGER/OFFICER:

RISK ASSESSMENT: LR MR HR

AUTHORISED SIGNATORY:
(Bank of India (New Zealand) Limited)

DATE:



Bank of India (New Zealand) Limited

5. SPECIMEN SIGNATURE CARD

1	FULL TITLE OF ACCOUNT	
2	CUSTOMER ID	
3	OPERATING INSTRUCTIONS	

SR.	NAME OF AUTHORISED SIGNATORY	SPECIMEN SIGNATURE
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		



Bank of India (New Zealand) Limited

6. RESOLUTION

WE HEREBY CERTIFY that the following Resolution was duly passed by the(eg, Board of Directors of the Company, trustees of the Trust, partners of the Partnership) at a meeting duly convened and held on and that such Resolution has been duly recorded by the entity in the appropriate form.

RESOLUTION

RESOLVED:-

1. THAT an account or accounts be opened with Bank of India (New Zealand) Limited.
2. THAT the said Bank is hereby authorised:
 - (a) To honour cheques, bills of exchange and promissory notes expressed to be drawn, signed, accepted or made by or on behalf of the entity, drawn upon or made payable at the said Bank, whether the account or accounts of the entity is or are in debt or overdrawn thereby or otherwise;
 - (b) To honour any order to withdraw any or all moneys on any deposit or other account or accounts of the entity with the said Bank or any or all securities, documents or other property of the entity from time to time in possession of the said Bank;
 - (c) To act on any instructions with regard to any such account or accounts (whether in credit or in debit or overdrawn thereby) or any such transactions of the entity,

Provided that the same are signed in accordance with the account operating instructions on page 1 of this Application for Opening a Business Account.

3. THAT any cheque, bill of exchange, promissory note or other instrument shall be treated as duly endorsed by the entity if the endorsement is signed for or on behalf of the entity in accordance with the account operating instructions on page 1 of this Application for Opening a Business Account.
4. THAT an indemnity or counter-indemnity required by the said Bank from the entity in connection with the entity's business be effective if signed for or on behalf of the entity in accordance with the account operating instructions on page 1 of this Application for Opening a Business Account.
5. THAT the said Bank be furnished with a list of the authorised signatories of the entity and be from time to time informed in writing by any authorised signatories of any change which may from time to time take place therein, and be entitled to act on any such notice.
6. THAT this Resolution be communicated to the said Bank and remain in force until receipt by the said Bank of notice in writing signed by an authorised signatory of the entity altering varying withdrawals or rescinding the same.
7. THAT this Resolution has been properly executed in accordance with the constitutional documents of the entity (eg, constitution of a company, trust deed of a trust, partnership deed of partnership).

1. Name: _____ Signature: _____

Designation: _____ (eg, director, partner, trustee)

2. Name: _____ Signature: _____

Designation: _____ (eg, director, partner, trustee)

3. Name: _____ Signature: _____

Designation: _____ (eg, director, partner, trustee)

4. Name: _____ Signature: _____

Designation: _____ (eg, director, partner, trustee)



Bank of India (New Zealand) Limited

7. TELECOMMUNICATION MANDATE

THIS AGREEMENT IS MADE THIS _____ day of _____ Two Thousand and _____ AND BETWEEN BANK OF INDIA (NEW ZEALAND) LIMITED, of the one part AND _____ (herein after called 'the Customer') of the party:

WHEREAS

- A. The customer has opened or may in the future open one or more accounts with the Bank and in all cases has executed or will execute mandates in respect thereof.
- B. At the request of the customer and subject as hereinafter set out the Bank has agreed to act upon instructions received by email, telephone, fax, telex, telecopier, telegram, cable or similar and in consideration thereof the customer has agreed to give the Bank the covenant undertaking and indemnity hereinafter contained.

THIS AGREEMENT WITNESS AS FOLLOWS:

1. In this agreement:
 - The expression 'the customer' shall be deemed to include one or more individuals, a limited liability company, a corporation, trust or any other legal entity and their respective heirs, estates and successors.
 - The expression 'the mandate' shall mean the mandate in force from time to time in respect of each account.
 - Each and every covenant undertaking and liability of each signatory hereto if more than one shall be joint and several on their part and be construed accordingly.
 - The singular shall include the plural and vice versa.
2. The customer hereby irrevocably and unconditionally authorises the Bank to act upon unauthenticated instructions which appear or purport to be from the customer or from the person authorised under the mandate and which are received by email, telephone, fax, telex, telecopier, telegram, cable or other means of electric communication.

The Bank shall be under no duty or obligation to make inquiry onto or to, in any way to verify instructions received from the person authorised under the account mandate. Any failure on its part to do so shall not render the covenant undertaking and indemnity on the customer's part set out above invalid illegal or unenforceable and shall not impair the same in any way.
3. In the event of the Bank acting upon instructions so received THEN:
 - The customer covenants and undertakes that the customer will make no claim of any kind in any jurisdiction against the Bank or its successors/agents in respect of any delay/loss damage cost or expense the customer may suffer incur or sustain directly or indirectly as a consequence our failure to carry out instructions/obligations, if the Bank, reasonable believes that there may be fraudulent activity or other financial crime affecting the transaction or the Bank is required not to comply with the instructions any law, regulation or court order or due (directly or indirectly) to circumstances beyond the its reasonable control preventing it from offering a normal service (such as the failure of any machine, data processing system or transmission link or due to industrial dispute, terrorist threat, etc).
 - The customer agrees to indemnify and to keep indemnified the Bank and its agents against all actions proceedings, liabilities, demands, claims, damages, costs and expenses which the bank or its agent may suffer incur or sustain directly or indirectly as a consequence thereof.
4. The customer encloses a duly certified copy of a resolution authorising certain person(s) to act on the customer's behalf in giving of instructions to the Bank and the conclusion of agreements with the Bank by telephone, tested or untested telex or facsimile transmission.
5. This agreement shall be governed by and be construed in accordance with the laws of New Zealand and the parties hereby agree that any legal action or proceedings arising out of or in connection with this agreement may be brought in the Courts of New Zealand.



Bank of India (New Zealand) Limited

7. AUTHORITY TO ACT

A) The Authorised Signatories are authorised to:

- (a) Open, operate the primary account(s), additional account(s) and any related service(s), in any way permitted by BANK OF INDIA (NEW ZEALAND) LIMITED including foreign currency accounts;
- (b) Notify immediately BANK OF INDIA (NEW ZEALAND) LIMITED of any change to the customer's name, address, telephone number or other details;
- (c) Sign cheques, withdraw money from any account(s) held with BANK OF INDIA (NEW ZEALAND) LIMITED.
- (d) Draw, endorse, accept and discount bills of exchange and drafts and make, endorse and discount promissory notes or accept cheques and other negotiable instruments;
- (e) Issue a bank cheque, a bank draft, a certificate of deposit and any other instrument payable to, or to the order of, any party or to bearer;
- (f) Withdraw / Transfer money (of any currency, and by any means) from any account (held with BANK OF INDIA (NEW ZEALAND) LIMITED) to:
 - 1) A term deposit or any other investment with BANK OF INDIA (NEW ZEALAND) LIMITED; or
 - 2) An account with BANK OF INDIA (NEW ZEALAND) LIMITED or any other bank or institution
- (g) Stop payment from an account previously authorised by the customer or revoke stop payment instruction previously given to BANK OF INDIA (NEW ZEALAND) LIMITED by the customer;
- (h) Establish a periodic payment from an account of customer or revoke a request or instruction to establish a periodic payment from an account by the customer;
- (i) Establish and amend a documentary credit or a clean letter of credit in favour of any party;
- (j) Establish, deliver, pre-deliver, extend or cancel a forward exchange, swap, option, money market, futures, foreign exchange, currency, securities repurchase, securities buy-back or sell-back transaction, or any other derivative transaction undertaken or product traded on financial markets (whether on an exchange or not) from time to time and at any future time, or any synthesis or derivative of any of them;
- (k) Confirm, vary or cancel (to the extent permitted by BANK OF INDIA (NEW ZEALAND) LIMITED) a transaction entered into by the customer with BANK OF INDIA (NEW ZEALAND) LIMITED;
- (l) Give instructions in relation to and execute any securities, overdrafts, guarantees, indemnities, loans, term deposits, safe custody and security items; and
- (m) Make, do, order or request any other transactions whatsoever in relation to any account(s) or related service(s).

B) Limited liability to give instructions by facsimile, telephone or email

- (a) The customer directs BANK OF INDIA (NEW ZEALAND) LIMITED (at its discretion) to accept and act on any request on instruction the customer sends, or that BANK OF INDIA (NEW ZEALAND) LIMITED reasonably believes the customer has sent, to BANK OF INDIA (NEW ZEALAND) LIMITED by facsimile transmission requesting or instructing BANK OF INDIA (NEW ZEALAND) LIMITED to do any of the matters set out in clause A above;
- (b) The customer directs BANK OF INDIA (NEW ZEALAND) LIMITED (at its discretion) to accept and act on any request on instruction the customer sends, or that BANK OF INDIA (NEW ZEALAND) LIMITED reasonably believes the customer has sent, to BANK OF INDIA (NEW ZEALAND) LIMITED by telephone or email requesting or instructing BANK OF INDIA (NEW ZEALAND) LIMITED to update the customer's records following any change to its name, address, telephone number or other details;
- (c) The customer acknowledges that:
 - 1) Sending information by facsimile, email or telephone is not a secure means of sending information;
 - 2) The customer is aware of the risks involved in sending instructions by facsimile, email or telephone, including the risk of such instructions being intercepted and of such instructions being fraudulently or mistakenly made, written, altered or sent and of not being received in whole or in part by BANK OF INDIA (NEW ZEALAND) LIMITED;
 - 3) The customer requests to BANK OF INDIA (NEW ZEALAND) LIMITED to accept and act on instructions by facsimile, email or telephone is for the customer's convenience and benefit;
- (d) If BANK OF INDIA (NEW ZEALAND) LIMITED receives an instruction by telephone or facsimile that purports to have been made, sent or authorised by Authorised Signatories, in accordance with this Account Authority, BANK OF INDIA (NEW ZEALAND) LIMITED may rely on that instruction without making any enquiries and the instruction will be deemed effective.

C) Customer Acknowledgement and Obligations

The customer acknowledges and agrees that:

- (a) The customer has read, understood and agree to abide by BANK OF INDIA (NEW ZEALAND) LIMITED'S General Terms and Conditions, any terms set out in this Account Authority and any other rules and conditions relating to the conduct of the above account/services/products/fees & charges which are displayed on the website www.bankofindia.co.nz and contained in the brochures of BANK OF INDIA (NEW ZEALAND) LIMITED as amended or replaced from time to time;
- (b) BANK OF INDIA (NEW ZEALAND) LIMITED may accept and act on any instructions that appear to have been given in accordance with this Account Authority;
- (c) The customer will ensure that all instructions are clear and unambiguous and the customer accepts the risk of misunderstandings in the instructions given, including any misunderstandings in connection with this Account Authority;

(d) BANK OF INDIA (NEW ZEALAND) LIMITED is under no obligation to accept an instruction, and no instruction is operative:

- 1) Until it appears to BANK OF INDIA (NEW ZEALAND) LIMITED that it has been received in full and is accepted by BANK OF INDIA (NEW ZEALAND) LIMITED; and
 - 2) Unless it is received on a day on which BANK OF INDIA (NEW ZEALAND) LIMITED is open for business and within BANK OF INDIA (NEW ZEALAND) LIMITED'S normal business hours. Any Instruction not received on such a day will be dealt with on the next day on which the BANK OF INDIA (NEW ZEALAND) LIMITED is open for business;
- (e) Any account(s) or related service(s) will be operated in accordance with this Account Authority and by the terms and conditions (as amended from time to time) applicable to BANK OF INDIA (NEW ZEALAND) LIMITED accounts & services, and the customer has received the copies of these;
 - (f) This Account Authority supersedes all previous authorities given to BANK OF INDIA (NEW ZEALAND) LIMITED by the customer except with respect to any liabilities not yet determined and, instruments already drawn or executed under a previous authority;
 - (g) Changes to the Authorised Signatories and operating options in this Account Authority will only take effect when BANK OF INDIA (NEW ZEALAND) LIMITED receives written notice of variation of Account Authority; and
 - (h) The customer is aware of its obligation and undertakes to inform BANK OF INDIA (NEW ZEALAND) LIMITED promptly of any change in its business status and provide any missing or updated information as appropriate relating to this Account Authority.

D) Declaration

The customer declares that:

- (a) The information contained in this Account Authority is true and correct and that all relevant information has been disclosed to BANK OF INDIA (NEW ZEALAND) LIMITED;
- (b) The entry into this Account Authority does not and will not contravene any applicable law, the customer's constitutional documents and the customer's directions and obligations under this Account Authority are legal, binding and enforceable;
- (c) The customer is the beneficiary/owner of the funds that are being and/or will be deposited from time to time in to the account and these funds in all or any part of it are in no way linked in any manner howsoever with terrorist financing or are proceeds of any illegal activities/criminal conduct and do not constitute tainted property (as that term is defined under the Criminal Proceeds (Recovery) Act 2009) or a money laundering offence under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009.
- (d) It will provide BANK OF INDIA (NEW ZEALAND) LIMITED with up-to-date copies of all the customer's constitutional documents (if any); and
- (e) Every person appointed as an Authorised Signatory is trustworthy and suitably qualified to act in accordance with this Account Authority. The customer has established control processes and procedures to monitor the Authorised Signatories in discharging their obligations.

E) Indemnity

- (a) To the fullest extent permitted by law the customer agrees to indemnify and keep indemnified BANK OF INDIA (NEW ZEALAND) LIMITED against each cost, loss, expense or liability (together with interest thereon) sustained or incurred by BANK OF INDIA (NEW ZEALAND) LIMITED as a direct or indirect result of BANK OF INDIA (NEW ZEALAND) LIMITED accepting and acting on an instruction or of your breach of this Account Authority, including:
 - 1) All legal expenses on a full indemnity basis;
 - 2) Any cost or loss sustained or incurred by BANK OF INDIA (NEW ZEALAND) LIMITED as a result of any discrepancy between exchange rates used when carrying out instructions; and
 - 3) Where the instructions given by the customer or any other party are unauthorised, forged, fraudulent, or otherwise improperly given in accordance with this Account Authority.
- (b) The customer shall pay interest on any amounts required to indemnify BANK OF INDIA (NEW ZEALAND) LIMITED under clause E from the date of demand until the date of receipt by BANK OF INDIA (NEW ZEALAND) LIMITED (after as well as before judgment). The rate of default interest shall be determined by BANK OF INDIA (NEW ZEALAND) LIMITED and published from time to time by BANK OF INDIA (NEW ZEALAND) LIMITED on its website www.bankofindia.co.nz, in its Fees & Charges brochure and/or the General Terms and Conditions.
- (c) The obligations of the customer under this clause E are unconditional, irrevocable, and shall survive termination of all dealings between the customer & BANK OF INDIA (NEW ZEALAND) LIMITED, closure of the account(s) and payment of all indebtedness owed by the customer to BANK OF INDIA (NEW ZEALAND) LIMITED and shall not be impaired by any act, omission, matter or thing that might discharge or impair the indemnity but for this clause; and
- (d) The customer authorises BANK OF INDIA (NEW ZEALAND) LIMITED to apply (without prior notice) any credit balance of the customer on an account with BANK OF INDIA (NEW ZEALAND) LIMITED in or towards satisfaction of any amounts owing under this clause E.



Bank of India (New Zealand) Limited

7. AUTHORITY TO ACT

For Term Deposit:

I/We certify that I/we have been provided with a copy of Bank of India (New Zealand) Limited's current Investment Statement for Term Deposits, that I/We have read and understood the same, and that I/we make this application with full knowledge of my/our risks and obligations.

Execution

Signed for and on behalf of the customer by:

Designation (eg, Proprietor/Partner/Director/Trustee/Member)

Designation (eg, Proprietor/Partner/Director/Trustee/Member)

Date

Date

Bank of India (New Zealand) Limited

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Bank of India (NZ) Limited is a wholly owned subsidiary of Bank of India

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