

CHECK LIST FOR CORPORATE CUSTOMERS

	Attached (✓)
Duly filled Mandate	
Signed copy of the Terms and Conditions of the Yield Enhanced Fixed Deposit	
Telephone/Fax/E-mail indemnity form	
Documentation (required to establish identity)	
Limited Liability	
Certified true copy of Certificate of Incorporation	
Certified true copy of the latest list of Directors of the company	
Certified true copy of the appointment of company secretaries	
Certified extract of Board Resolution (Format available on our website)	
Copies of the Passport of the Directors & Authorised signatories	

General Information

Documents 1-3 in Limited Liability companies should be certified as true copies by the office/department issuing or to which is submitted, the originals of such documents (The person certifying should state his full name and/or designation, place his signature and official seal on the document) and by a Solicitor/Attorney at Law/Notary Public authorised to practise in that Jurisdiction who should append to such certification, a copy of his/her license to practise in that Jurisdiction..

Documents in 5 above should be certified as true copies by a correspondent bank or by a Solicitor/Attorney at Law/Notary Public authorised to practise in that Jurisdiction who should append to such certification, a copy of his/her license to practise in that Jurisdiction.

Document in 4 above required to be a certified extract of the board resolution of the company and to be certified as having been duly passed, by an Attorney/Solicitor

Yield Enhanced Special Foreign Investment Deposit Account Account Opening Form for Corporate Customers

We apply to open an "Yield Enhanced Special Foreign Investment Deposit Account" with Nations Trust Bank PLC with details as under, and in consideration of the account being opened, we agree to provide any documents required by the bank, and to abide by the current rules, terms and conditions of the bank for the opening and conduct of such accounts.

TYPE OF ACCOUNT

FIXED DEPOSIT

CORPORATE CUSTOMER DETAILS

Name of entity :

Nature of the business :

Duration of the business :

Business registration no :

Date of incorporation/Registration :

Tax identification number :

Listed in the local/foreign stock exchange ? : Yes No If yes details

Telephone no. (s) :

Web site :

E-mail address :

Major shareholders (more than 10% voting shares) and their financial interest and control

	Name	Passport/Bus. registration No	Permanent address	% of shares/Control	Nationality	Contact number
1.						
2.						
3.						
4.						
5.						
6.						

Details of all Directors (*including Chief Executive Officer)

	Name	Passport number	Residence address	Nationality	Contact number
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

Details of authorized signatories

	Name in full	Passport number	Residence address	Nationality	Contact number
1.					
2.					
3.					
4.					
5.					
6.					

Audited financial statements for the last two years available? Yes No

If yes , please specify ;

	Current Year	Last year	Year before last
Annual Turnover			
Net Profit			
Paid-up+ accumulated profits			

Assets possessed by the business & their value

Type	Owned/Rented/Leased	Estimated Value	Source
Premises			
Other property/land			
Motor vehicles			
Financial assets/Investments			
Others-specify			

Expected source, nature and average amount of fund

	Source	Amount deposited
Business income		
Investments		
Bank facilities		
Donations/Gifts		
Others (Specify)		

List of subsidiaries/business associates :

Comapany name	Permanent address	Business registration number	% of intrst
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

FIXED DEPOSIT (Mandatory)

Fixed deposit period Days (Pls. specify) 1 Month 2 Months 3 Months 4 Months 5 Months 6 Months

Maturity Instructions :

Payments Interest : Bank Branch A/C No.
 Capital : Bank Branch A/C No.

We hereby confirm that copies of the Yield Enhanced Special Foreign Investment Deposit Accounts Terms and Conditions, General Business Conditions and other terms and conditions of Nations Trust Bank PLC applicable to Yield Enhanced Special Foreign Investment Deposit Accounts (which together with this application form constitutes our contract with the bank) were given to us before the signing hereof and that we have read and understood the terms and conditions therein contained and agree and consent to be bound thereby.

Full name of Directors	Passport number	Signature
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		

.....
 Company seal

.....
 Chairman

.....
 Company secretary

FOR BANK USE ONLY

Money laundering risk segment Low Medium High

Does any individuals listed above appear in a known suspected terrorist list? Yes No

Are any of the above individuals or their immediate family members pose a threat of a PEP? Yes No

(If 'Y' please highlight the person(s) with a * - special approval from the senior management needs to be obtained to open the account)

.....
 Name of the Authorized Officer

.....
 Signature

.....
 Date

.....
 Employee number

Yield Enhanced Special Foreign Investment Deposit Accounts Terms and Conditions

1. All Yield Enhanced Special Foreign Investment Deposit Accounts opened at the Bank (“YESFIDA accounts”) shall be governed by these terms and conditions (“Terms and Conditions”), the terms and conditions set out in the Confirmation Letter, the General Business Conditions of Nations Trust Bank PLC (the “Bank”) and all other terms and conditions of the Bank applicable to deposit accounts maintained at the Bank.

In the event of any conflict or inconsistency between the Terms and Conditions and such other terms and conditions, the Terms and Conditions shall prevail to the extent of such inconsistency.

2. PERMITTED DEPOSITS

2.1 YESFIDA accounts shall be opened only with:

- (a) Proceeds of inward remittances received from abroad through the banking system for the purpose of investment in such accounts.
- (b) Foreign Currency in the form of travellers’ cheques, bank drafts or currency notes brought into the country by the Customer on declaration to Sri Lanka Customs as applicable during his temporary visits to Sri Lanka and tendered in person to the Bank by the Customer, provided that the travellers’ cheques have been issued outside Sri Lanka and the bank drafts endorsed in the name of the Customer.

3. TYPE OF ACCOUNT

3.1 YESFIDA accounts may be held individually or jointly with two or more persons or entities eligible to open and maintain YESFIDA accounts.

4. CURRENCY OF THE DEPOSIT

4.1 YESFIDA accounts may be opened only in United States Dollars or in such other foreign currency as the Bank may determine from time to time in its sole and absolute discretion.

5. MINIMUM AND MAXIMUM DEPOSIT

5.1 The Bank shall have the sole and absolute right and discretion to determine the minimum amount and/or the maximum amount with which an YESFIDA account maybe opened and to increase or decrease such minimum or maximum amount at any time and to refuse to open any YESFIDA account where such minimum or maximum amount stipulated by the Bank is not met.

6. TENOR

6.1 The Bank shall have the sole and absolute right and discretion to change and or vary at any time the tenor for which YESFIDA accounts maybe opened..

7. ENHANCED YIELD, INTEREST AMOUNT

7.1 The Enhanced Yield payable on any new YESFIDA account shall be determined at the sole and absolute discretion of the Bank based on market conditions.

7.2 The Interest Amount shall, subject to these Terms and Conditions, be paid to the Customer on the Deposit Maturity Date except where the Deposit Amount is withdrawn by the Customer on the Early Withdrawal Date or the YESFIDA account is terminated/closed by the Bank on the Early Termination Date, in which event the Interest Amount shall subject to clause 8.1 hereof be paid to the Customer on the Premature Deposit Maturity Date.

7.3 No interest shall be paid monthly on any YESFIDA account.

8. PREMATURE WITHDRAWAL

8.1 The Deposit Amount maybe prematurely withdrawn by the Customer at the Customer's discretion on the Early Withdrawal Date.

Provided however that where the Customer withdraws the Deposit Amount on the Early Withdrawal Date the Bank shall have the right to vary and/or modify and/or decrease and/or reduce the Enhanced Yield in its sole and absolute discretion and provided further that no Interest Amount shall be paid to the Customer on any Deposit Amount withdrawn by the Customer within a period of seven days from the Deposit Date.

9. REPAYMENT OF DEPOSIT AMOUNT UPON MATURITY, EARLY TERMINATION OR WITHDRAWAL.

9.1 The Deposit Amount and the Interest Amount payable thereon shall ordinarily be paid to the Customer in the Deposit Currency on the Deposit Maturity Date. However where the Deposit Amount is withdrawn by the Customer on the Early Withdrawal Date or the account is terminated/closed by the Bank on the Early Termination Date, the Deposit Amount and the Interest Amount payable thereon shall be paid to the Customer in the Deposit Currency on the Premature Deposit Maturity Date.

9.2 The Deposit Amount and the Interest Amount payable thereon shall be paid by

1. Foreign Bank Draft, or
2. Outward Telegraphic Transfer to an account nominated by the Customer outside Sri Lanka

as maybe instructed by the Customer in writing to the Bank, and the Bank shall be entitled to charge the Customer relevant Bank charges for the same.

9.3 In the event that the Deposit Maturity Date, the Premature Deposit Maturity Date or any other date specified in the Terms and Conditions falls on a non Business Day, the Bank shall pay the sums payable to the Customer hereunder on the next Business Day

10. NO RENEWAL

10.1 There will be no automatic renewal of YESFIDA Accounts.

11. GENERAL

11.1 The Bank shall have the sole and absolute right and discretion to refuse to open any YESFIDA account for any Customer and to terminate/close any YESFIDA account already opened, at any time and without assigning any reason therefor.

11.2 The Bank may without notice to the Customer set-off any sums payable to the Customer in terms hereof against and with any other indebtedness of whatever nature whether actual or contingent of the Customer to the Bank, in whatever currency, whether owed solely or jointly with any other person, whether actual or contingent, present or future and whether owed as a surety, guarantor or principal debtor.

11.3 In the exercise of its rights under clause 11.2 hereof the Bank may convert the deposit in the YESFIDA account at the Bank's then prevailing spot rate of exchange into the currency of any such indebtedness.

11.4 The Bank shall have the right at any time in its sole and absolute discretion to vary, modify and/or amend all or any of these Terms and Conditions. Any such variation, modification and/or amendment shall be notified by the Bank to the Customer in terms of clause 11.10 hereof.

11.5 These Terms and Conditions will automatically stand amended if such amendments are necessitated by law, government regulations or instructions and directions of the Central Bank of Sri Lanka.

11.6 The Customer agrees and acknowledges that all data including account information relating to the Customer may be transmitted and/or stored or held in any location and accessed by authorized personnel of the Bank, its head office, branch offices or any data processing service provider or any person engaged by the Bank for printing and mailing statements of account or

provider of any similar services where in their opinion such transmission, storage and/or access is necessary for any purpose including administration and internal monitoring requirements.

- 11.7 The Bank is required to act in accordance with the laws which apply to the Bank in relation to prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities which may be subject to sanctions. The Bank shall be entitled to take any action which it in its sole and absolute discretion considers appropriate to comply with such laws and regulations.

The Bank will not be liable for losses (whether direct or consequential and including, without limitation, loss of profit or interest) or damage suffered by any Customer or other person arising out of;

a) any delay or failure by the Bank in performing any of its obligations or duties hereunder caused in whole or in part by any steps which the Bank considers appropriate to take to comply with all such laws and regulations.

or

b) the exercise of any of the Bank's rights under this clause.

Subject to the overriding requirements of any applicable laws and regulations, the bank will endeavor to notify the Customer of the existence of such circumstances as soon as it is reasonably practical.

- 11.8 The Bank reserves the right to debit from the Deposit Amount any statutory dues imposed by the Government of Sri Lanka from time to time.

- 11.9 The Customer shall promptly advise the Bank in writing of any change of address of the Customer.

- 11.10 Notice of changes to any of the Terms and Conditions or other applicable terms and conditions of the Bank shall be given by letter and /or notice in the local press and/or by displaying on the notice board at the branches of the Bank and/or through statement messages and notice so given shall be construed as due and proper notice thereof given to the Customer. Any notice hereunder sent by post will be deemed to have been received by the Customer within 7 days of posting to the last recorded address of the Customer.

12. WAIVER

- 12.1 No act or omission by the Bank shall affect its rights, powers or remedies hereunder or any further or other exercise of such rights, powers or remedies.

13. INVALIDITY, ILLEGALITY OR UNENFORCEABILITY

- 13.1 In the event that any one or more of the provisions contained in the Terms and Conditions or any Confirmation Letter should be held invalid, illegal or unenforceable in any respect the validity, legality and enforceability of the remaining provisions thereof shall not in any way be affected or impaired thereby.

14. LAW AND JURISDICTION

- 14.1 This agreement shall be construed and take effect in accordance with the laws of Sri Lanka and the Customer submits to the jurisdiction of the courts of Sri Lanka, provided always that the Bank may if it so desires take proceedings in the courts of any other country or jurisdiction if it thinks fit in which event the Customer shall submit to the jurisdiction of such other courts.

15. CONFIRMATION LETTER

- 15.1 The Customer shall check and verify the Confirmation Letter and inform the Bank immediately in case of any discrepancy. Where the Customer does not advise the Bank of any discrepancies within 7 Business Days from the date of receipt of the Confirmation Letter the terms and conditions set out in such Confirmation Letter shall be conclusive and binding on the Customer.
- 16 . The Customer shall be deemed to have read, understood and be bound by these Terms and Conditions and all other terms and conditions of the Bank governing the conduct of YESFIDA accounts.

17. DEFINITIONS

In these Terms and Conditions, the following definitions apply.

“Bank” means Nations Trust Bank PLC including its head office, all its branches and its successors and assigns.

“Business Day” means a day (other than a Saturday, Sunday or public and bank holidays) on which commercial banks are open for business (including dealings in foreign exchange and foreign currency Deposits) in Sri Lanka and in the principal banking centre of the country of issuance of the Deposit Currency.

“Customer” means the person, persons, entity or entities opening, seeking to open and/or maintaining a YESFIDA account and extends to the Customer’s successors and assigns.

“Confirmation Letter” means an advice issued by the Bank to the Customer in respect of each YESFIDA account opened by the Customer, confirming the opening of the account and containing details and other terms and conditions relating to the account as may be determined by the Bank.

“Deposit Amount” means the principal amount deposited to any YESFIDA account at the time of account opening.

“Deposit Currency” means the currency in which the YESFIDA account is opened and maintained by the Customer.

“Deposit Date” means the date on which the YESFIDA account is opened at the Bank.

“Deposit Maturity Date” means in relation to each YESFIDA account the date of maturity of the YESFIDA account as agreed by the Bank and the Customer and set out in the Confirmation Letter

“Deposit Start Date” means the Deposit Date where the Deposit Amount is lodged with the Bank before 5 p.m on the Deposit Date and the Business Day immediately following the Deposit Date where the Deposit Amount is lodged with the Bank after 5 p.m on the Deposit Date.

“Deposit Taker” means the Bank.

“Early Withdrawal Date” means any date prior to the Deposit Maturity Date on which the Customer withdraws the Deposit Amount at the Customer’s discretion.

“Early Termination Date” means any date prior to the Deposit Maturity Date on which the Bank terminates/closes the YESFIDA account at its sole and absolute discretion.

“End Spot Fixing Date” means the Deposit Maturity Date except where the Deposit Amount is withdrawn by the Customer on the Early Withdrawal Date or the account is terminated/closed by the Bank on the Early Termination Date in which event the End Spot Fixing Date shall mean the Premature Deposit Maturity Date.

“End Spot Fixing Rate” means the average rate published on Reuters (page LKR 1=LK) (Average to be calculated excluding Highest and Lowest quoted rates) on the End Spot Fixing Date

“Enhanced Yield” means the yield communicated to the Customer at the time of account opening and specified in the relevant Confirmation Letter to which the annualized movement of the USD/LKR currency pair for the Interest Period would be added.

“YESFIDA account” means an Enhanced Yield Foreign Investment Deposit Account opened at the Bank

“FIDA” means Foreign Investment Deposit Account

“Interest Amount” means the amount payable on the Deposit Amount at the Net Yield for the Interest Period

“Interest Period” means in respect of each YESFIDA account, the period from and including the Deposit Start Date upto and excluding the Deposit Maturity Date except where the Deposit Amount is withdrawn by the Customer on the Early Withdrawal Date or the YESFIDA account is terminated/closed by the Bank on the Early Termination Date in which event the Interest Period shall in respect of such YESFIDA account mean the period from and including the Deposit Start Date upto and excluding the Premature Deposit Maturity Date.

“Nett Yield “ means the Enhanced Yield and the annualized movement of the USD/LKR currency pair for the Interest Period.

“Premature Deposit Maturity Date” means the Early Withdrawal Date where the Deposit Amount is withdrawn by the Customer on the Early Withdrawal Date or the Early Termination Date where the YESFIDA account is terminated/closed by the Bank on the Early Termination Date.

“Start Spot Fixing Date” means the Deposit Start Date.

“Start Spot Fixing Rate” means the average rate published on Reuters (page LKR 1=LK) (Average to be calculated excluding Highest and Lowest quoted rates) on the Start Spot Fixing Date.

ACCOUNT NUMBER:

Signature :

