

CHECK LIST FOR PERSONAL CUSTOMERS

	Attached (✓)
Duly filled Mandate	
Proof of identity (Passport copy)	
Billing proof	
Signed copy of the Terms and Conditions of the Yield Enhanced Fixed Deposit	

JOINT ACCOUNT HOLDER DETAILS																																								
Name in full (Mr./Mrs./Miss/.....)	Date of birth <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> DD MM Y Y Y Y																																							
Correspondence address	Citizenship																																							
Residential address (If different to above)	Nationality <input type="checkbox"/> Sri Lankan <input type="checkbox"/> Sri Lankan with dual citizenship <input type="checkbox"/> Expatriate/Foreign national																																							
Status of residential address <input type="checkbox"/> Owned <input type="checkbox"/> Lease/Rent <input type="checkbox"/> Friends/Relatives <input type="checkbox"/> Parents <input type="checkbox"/> Official <input type="checkbox"/> Board/Lodging <input type="checkbox"/> Other Specify	Nationality Place of birth Type of visa Expiry date of visa																																							
Name and address of the employer	PP No.																																							
Occupation	Expiry date																																							
Designation	Place of issue																																							
If self employed registered name of business	ACCOUNT DETAILS																																							
Nature of business	(In total) Initial deposit <input type="text"/> <input type="text"/> <input type="text"/> CCY																																							
Marital status <input type="checkbox"/> Single Married <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced	Cash/Cheque No																																							
Contact details	Nature of funds deposited in to the account																																							
<table border="1"> <thead> <tr> <th></th> <th>Home</th> <th>Office</th> </tr> </thead> <tbody> <tr> <td>Telephone</td> <td></td> <td></td> </tr> <tr> <td>Fax</td> <td></td> <td></td> </tr> <tr> <td>Mobile</td> <td></td> <td></td> </tr> <tr> <td>E mail</td> <td></td> <td></td> </tr> </tbody> </table>		Home	Office	Telephone			Fax			Mobile			E mail			<table border="1"> <thead> <tr> <th></th> <th>Amount deposited</th> </tr> </thead> <tbody> <tr> <td>Sales and business turnover</td> <td>.....</td> </tr> <tr> <td>Family remittances</td> <td>.....</td> </tr> <tr> <td>Commssion income</td> <td>.....</td> </tr> <tr> <td>Export proceeds</td> <td>.....</td> </tr> <tr> <td>Donation/ Charities</td> <td>.....</td> </tr> <tr> <td>Salary/Profit income</td> <td>.....</td> </tr> <tr> <td>Investment proceeds</td> <td>.....</td> </tr> <tr> <td>Sale of property/ Assets</td> <td>.....</td> </tr> <tr> <td>Gifts</td> <td>.....</td> </tr> <tr> <td>Membership contribution</td> <td>.....</td> </tr> <tr> <td>Others-specify</td> <td>.....</td> </tr> </tbody> </table>		Amount deposited	Sales and business turnover	Family remittances	Commssion income	Export proceeds	Donation/ Charities	Salary/Profit income	Investment proceeds	Sale of property/ Assets	Gifts	Membership contribution	Others-specify
	Home	Office																																						
Telephone																																								
Fax																																								
Mobile																																								
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Ownership of wealth/ assets (circle appropriate)																																								
Residential property Owned/Rented/Leased	Estimated value																																							
Business premises Owned/Rented/Leased																																							
Motor vehicles Owned/Rented/Leased																																							
Financial assets																																							
Investments																																							
Others-specify																																							
Wealth generated from																																								
	Main source Secondary / Other source of income																																							
Profession / Employment																																								
Business																																								
Investments																																								

FIXED DEPOSIT (Mandatory)	
Fixed deposit period	<input type="checkbox"/> Days (Pls. specify) <input type="checkbox"/> 1 Month <input type="checkbox"/> 2 Months <input type="checkbox"/> 3 Months <input type="checkbox"/> 4 Months <input type="checkbox"/> 5 Months <input type="checkbox"/> 6 Months
Maturity Instructions	:
Payments	Interest : Bank Branch A/C No.
	Capital : Bank Branch A/C No.
For Joint accounts: At the time of upliftment it is mandatory that both parties sign the instructions to close the account.	

NOTICE OF NOMINATION -If you wish to nominate a person/s as nominee/s please complete the section below.

I/We do hereby declare that I/We maintain an Yield Enhanced Special Foreign Investment Deposit Account with Nations Trust Bank Plc

I/We wish to nominate:

O1 Name	O2 Name
Address	Address
NIC/ PP No.	NIC/ PP No.
Payment %	Payment %

as my/our nominee/s to receive all monies(according to the payment percentage mentioned above) lying in my/our above mentioned deposit account on my/our death according to the terms of section 544(1) of the Civil Procedure Code(Amendment) Act No. 14 of 1993.

Signature	Signature
Name	Name

Witness

O1. Name	O2. Name
Address	Address
NIC No.	NIC No.
Signature	Signature

I/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 my/our contract with the bank) were given to me/us before the signing hereof and that I/We have read and understood the terms and conditions therein contained and agree and consent to be bound thereby.

Name :.....

Name :.....

Date :.....

Date :.....

FOR BANK USE ONLY

Address verification

- | | | |
|---|---|--|
| <input type="checkbox"/> National Identity Card | <input type="checkbox"/> Statement of other banks | <input type="checkbox"/> Signature witnessed |
| <input type="checkbox"/> Tenancy agreement | <input type="checkbox"/> Utility bills (specify) | <input type="checkbox"/> identity checked |
| <input type="checkbox"/> Passport | <input type="checkbox"/> Employment contract | <input type="checkbox"/> Copy of NIC/PP |
| <input type="checkbox"/> Driving license | <input type="checkbox"/> Income tax receipt/assessment notice | <input type="checkbox"/> Copy of resident visa |
| <input type="checkbox"/> Letter from a public authority | <input type="checkbox"/> other (Specify) | <input type="checkbox"/> Nomination form |

Does the client appear in the known suspected terrorist list or any other alert list ? Yes No

Is the client or any member of his immediate family a Political Exposed Persons (PEP) ? Yes No

If "Yes"-please specify

Other details/Remarks/Notes (if any)

Input by	Authorized by
Date verified	Documents checked by
Signature verified	
Anticipated volumes to the account	

.....
 Manager/Asst.Manager (name and signature)



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 maybe 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 it’s head office, all it’s 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 it’s 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 :