

# Offshore Expatriate Services Account Application Form

For Bank use only

Offshore Mgr/Cons	
Broker cons	
Introducer's code	
Branch IBT	
Segment	
TPI code	

# Application for a new account

**Important notice**

Anti-money laundering regulations require us to obtain satisfactory verification of identity (identity being name, permanent residential address, date of birth, place of birth and nationality).

## Existing customers of Standard Bank Group

Once you have completed this application form, please give it to a member of staff at any branch of Standard Bank, who will complete the following declaration and send your application to us. Please provide, for each party to the account, a legible, valid certified copy document from List A (do not attach originals) showing at least a specimen signature and a clear photograph of the applicant and the passport or document number. In addition (for accounts to be opened in Jersey only) we require an original, or certified copy, of a document from List B which must show your name and permanent address and must not be more than six months old.

<b>For use by Standard Bank Group branches only</b>	
We confirm that [insert name(s) of existing customer(s)]	
_____ _____	
is/are known to us and that the signature and permanent address details match those in our branch records. By signing this declaration we also consider that the applicant(s) is/are suitable to operate an account with Standard Bank Jersey Limited/Standard Bank Isle of Man Limited.	
Signature _____	Print Name _____
Branch Name _____	Manager/Asst.Manager/Officer _____
Branch Stamp _____	Account Holding Branch Code _____

## Non customers of Standard Bank Group

Please provide, for each party to the account, a legible, valid certified copy document from List A (do not attach originals) showing at least a specimen signature and a clear photograph of the applicant and the passport or document number. In addition we require an original, or certified copy, of a document from List B (for accounts to be opened in Jersey we require two documents from list B) which must show your name and permanent address and must not be more than six months old.

**LIST A**

- Current full Passport
- Government issued identity card
- Armed Forces ID card
- A full UK, Channel Island or Isle of Man Driving Licence provided it is not also supplied as evidence of **address** under list B

**LIST B**

- Utility bill; (e.g. electricity, rates etc. but not a mobile telephone bill)
- A Bank, Building Society or Credit Card statement from a recognised financial institution (excluding store cards)
- A valid full Driving Licence, provided it is not also supplied as evidence of **identity** under list A

**NOTE**

To be acceptable the certified copy document must include a statement along the lines of "certified as a true copy of the original" and this statement must be signed and dated by the person certifying. The certifier must be an approved professional person (e.g. Lawyer, Notary, Accountant) and must, by means of a stamp or otherwise, also state their name, profession and address.

**In all cases, please also complete the Bank reference authority form(s) below**

Please complete a separate reference authority for each applicant. If there are more than two applicants, please photocopy the bank reference authority, as necessary.

Bank reference authority	Bank reference authority
TO: The Manager  _____(Bank) _____ _____	TO: The Manager  _____(Bank) _____ _____
Dear Sirs  I/We authorise you to provide a bankers reference to Standard Bank Jersey Limited/Standard Bank Isle of Man Limited and debit my account with any costs incurred.	Dear Sirs  I/We authorise you to provide a bankers reference to Standard Bank Jersey Limited/Standard Bank Isle of Man Limited and debit my account with any costs incurred.
Yours faithfully  Signature(s) _____ Name(s) _____ Date _____ Account no. _____	Yours faithfully  Signature(s) _____ Name(s) _____ Date _____ Account no. _____

## Personal details

Please complete all sections of the application form fully, as otherwise we may not be able to process your application.  
Please write in BLOCK CAPITALS and tick the appropriate boxes where required.

### APPLICANT 1

Mr/Mrs/Miss \_\_\_\_\_ Last name \_\_\_\_\_ First names \_\_\_\_\_  
Home/Permanent address \_\_\_\_\_  
\_\_\_\_\_ How long have you lived at this address \_\_\_\_\_ YY \_\_\_\_\_ MM  
If you have moved in the last three years, please give your last address \_\_\_\_\_  
\_\_\_\_\_  
Telephone numbers: Home: \_\_\_\_\_ Work: \_\_\_\_\_ Mobile: \_\_\_\_\_  
Fax number: \_\_\_\_\_ E-mail address: \_\_\_\_\_  
Address for all correspondence (if different from above): \_\_\_\_\_  
\_\_\_\_\_  
Date of birth: \_\_\_\_\_ Place of birth: \_\_\_\_\_ Nationality: \_\_\_\_\_  
Mother's maiden name: \_\_\_\_\_ Your occupation: \_\_\_\_\_  
Employer's name and address: \_\_\_\_\_  
Nature of business: \_\_\_\_\_

### APPLICANT 2

Mr/Mrs/Miss \_\_\_\_\_ Last name \_\_\_\_\_ First names \_\_\_\_\_  
Home/Permanent address \_\_\_\_\_  
\_\_\_\_\_ How long have you lived at this address \_\_\_\_\_ YY \_\_\_\_\_ MM  
If you have moved in the last three years, please give your last address \_\_\_\_\_  
\_\_\_\_\_  
Telephone numbers: Home: \_\_\_\_\_ Work: \_\_\_\_\_ Mobile: \_\_\_\_\_  
Fax number: \_\_\_\_\_ E-mail address: \_\_\_\_\_  
Date of birth: \_\_\_\_\_ Place of birth: \_\_\_\_\_ Nationality: \_\_\_\_\_  
Mother's maiden name: \_\_\_\_\_ Your occupation: \_\_\_\_\_  
Employer's name and address: \_\_\_\_\_  
Nature of business: \_\_\_\_\_

### APPLICANT 3

Mr/Mrs/Miss \_\_\_\_\_ Last name \_\_\_\_\_ First names \_\_\_\_\_  
Home/Permanent address \_\_\_\_\_  
\_\_\_\_\_ How long have you lived at this address \_\_\_\_\_ YY \_\_\_\_\_ MM  
If you have moved in the last three years, please give your last address \_\_\_\_\_  
\_\_\_\_\_  
Telephone numbers: Home: \_\_\_\_\_ Work: \_\_\_\_\_ Mobile: \_\_\_\_\_  
Fax number: \_\_\_\_\_ E-mail address: \_\_\_\_\_  
Date of birth: \_\_\_\_\_ Place of birth: \_\_\_\_\_ Nationality: \_\_\_\_\_  
Mother's maiden name: \_\_\_\_\_ Your occupation: \_\_\_\_\_  
Employer's name and address: \_\_\_\_\_  
Nature of business: \_\_\_\_\_

### APPLICANT 4

Mr/Mrs/Miss \_\_\_\_\_ Last name \_\_\_\_\_ First names \_\_\_\_\_  
Home/Permanent address \_\_\_\_\_  
\_\_\_\_\_ How long have you lived at this address \_\_\_\_\_ YY \_\_\_\_\_ MM  
If you have moved in the last three years, please give your last address \_\_\_\_\_  
\_\_\_\_\_  
Telephone numbers: Home: \_\_\_\_\_ Work: \_\_\_\_\_ Mobile: \_\_\_\_\_  
Fax number: \_\_\_\_\_ E-mail address: \_\_\_\_\_  
Date of birth: \_\_\_\_\_ Place of birth: \_\_\_\_\_ Nationality: \_\_\_\_\_  
Mother's maiden name: \_\_\_\_\_ Your occupation: \_\_\_\_\_  
Employer's name and address: \_\_\_\_\_  
Nature of business: \_\_\_\_\_

## Choosing an account

Please indicate your choice of account with a tick. Unless you tell us otherwise, your account will be an **Optimum Account**, denominated in pounds sterling. Further guidance on which type of account is most suited to your needs is available from ourselves or any branch of Standard Bank.

- Optimum Account in: Sterling  US Dollar  Euro
- Would you like a Visa debit card for your Optimum Account?  (If so also complete the application on page 7)
- Would you like a cheque book for your Optimum Account?  Not available on Euro and US Dollar accounts
- Expatriate Savings Account in: Sterling  US Dollar  Euro
- Deferred Interest Option: Please tick this box if you would like interest to be credited to your Expatriate Savings Account only upon closure of the account.   
Otherwise, interest will be credited to the account annually.
- Fixed term account in: Sterling  US Dollar  Euro 
  - How long will the deposit be fixed for? 1 month  3 months  6 months  12 months

If you do not specify a term, your deposit with interest will be renewed each month
- Instant access or fixed term account in another currency (please state) \_\_\_\_\_

## About your new account

**Please complete this section fully, otherwise we will not be able to process your application**

**For each applicant, please give a password that we can use to identify you from time to time. Please ensure that this is not disclosed to anyone who is not a party to the account.**

Applicant 1

Applicant 2

Applicant 3

Applicant 4

**The Bank is required to develop an understanding of the proposed nature and use of this account. Please help us by answering each of the following points as accurately and completely as possible (using a separate sheet of paper if required)**

What is the purpose of opening this account? \_\_\_\_\_

What is the source of the initial deposit to the account? (for example existing savings, salary, sale of a business etc...) \_\_\_\_\_

What is the expected source and amount of subsequent deposits? \_\_\_\_\_

Please describe how the funds to be deposited in the account were generated (for example, if the source of the initial or subsequent deposits are your existing savings, please describe how these were accumulated) \_\_\_\_\_

Geographical location of business interests and/or assets: \_\_\_\_\_

Expected annual amount to be credited to the account: Below £50K  Over £50K (please specify)

Expected annual number of deposits to be applied to your account: Under 25  25 - 50  Over 50

If the account is in joint names, please indicate what the connection is between the parties:

Husband and wife  Parent and child  Other (please specify)

## Instructing the Bank by telephone and/or facsimile

If you would like to deal with us by telephone and/or fax, please read and sign the indemnity set out below in accordance with the bank mandate.

### TELEPHONE AND FACSIMILE INDEMNITY (the Indemnity)

To: Standard Bank Jersey Limited/Standard Bank Isle of Man Limited (the "Bank")

I/We the account holder(s) request and authorise the Bank to accept and act upon my/our telephone and facsimile instructions (the Instruction) in respect of any Instruction which the Bank would normally accept if the Instruction were presented in an original written format in accordance with the terms of the mandate.

This Indemnity is supplemental to (and forms part of) the Bank's General Terms and Conditions. Unless otherwise specified the Bank enters into all Instructions in accordance with the Bank's General Terms and Conditions as extended and supplemented by this Indemnity. Should there be any conflict between this Indemnity and the Bank's General Terms and Conditions the provisions of this Indemnity shall have precedence.

Furthermore I/we understand that the Bank will not accept any responsibility for any loss (consequential or otherwise) incurred by me/us as a result of the Bank acting or declining to act (wholly or in part) on Instructions which the Bank believes to have been given in conformity with the above, whether or not such instructions have been so given. The fact that any Instruction may later be shown to be in any way false, inaccurate, unauthorised or otherwise not authentic, should not be an impediment to the rights of the Bank hereunder.

I/We will (if more than one person, jointly and severally) indemnify the Bank against any loss or liability or expense incurred by the Bank as a result of the Bank entering into and performing this agreement and/or acting or declining to act on any Instruction.

I/We agree that any Instruction given by any party to the account(s) must be given in accordance with the signing arrangements of the account(s), and that the Bank may request written confirmation of any Instruction.

Applicant 1 Signature	_____	Date	_____
Applicant 2 Signature	_____	Date	_____
Applicant 3 Signature	_____	Date	_____
Applicant 4 Signature	_____	Date	_____

**ALL APPLICANTS MUST ALSO SIGN OVERLEAF**

#### Warning

- the execution of this Indemnity may have certain legal consequences and you are recommended to seek independent legal advice before signing
- sending information by telephone or facsimile is not a secure means of sending instructions
- the risks involved in giving instructions by telephone or facsimile include the risk that instructions may be fraudulently or mistakenly given, written, altered or sent and may not be received in whole or in part by the intended recipient
- in agreeing to act on such instructions the Bank does so only for the convenience and at the risk of the account holder(s)

# Your agreement with Standard Bank Jersey Limited/Standard Bank Isle of Man Limited

**Important: All applicants must sign and date this section**

**To: Standard Bank Jersey Limited/Standard Bank Isle of Man Limited (the "Bank")**

I/We the applicant(s) hereby request and authorise the Bank to open/continue an account(s) in my/our name(s) in accordance with the information provided in this application.

I/We request and authorise the Bank to honour any cheque(s) or order(s) drawn on the account(s) and to act on any instruction(s) relating to the account(s) whether such account(s) is/are in credit, overdrawn or become(s) overdrawn in consequence of such payment(s) or instruction(s) and to act on instructions with regard to the purchase, sale, delivery or disposal of securities or transact foreign exchange and to arrange facilities with the Bank relating to our account(s); provided such cheque(s), order(s) or instruction(s) is/are signed by any one of the parties to the account(s) unless otherwise instructed.

Until all liabilities, whether joint or several, actual or contingent, owing by me/us to the Bank have been paid or satisfied in full the Bank shall have a lien on all of my/our property and assets from time to time in the possession

of the Bank, its agents or nominees including all stocks, shares and securities from time to time registered in the name of the Bank, its agents or nominees, whether the same be held for safe custody or otherwise. If such liabilities are not paid or satisfied when due the Bank may realise and sell the whole or any part of such property and assets and apply the proceeds of sale in or towards reduction of such liabilities.

In addition to any right of set off or similar right to which the Bank as bankers or otherwise may be entitled in law, the Bank may at any time and without notice to me/us combine or consolidate any account whether such account is due for payment or otherwise against all or any of my/our liabilities under any other account whether due for payment by me/us or otherwise and whether in sterling or in any other currency and whether joint or several, actual or contingent.

All authorities shall remain in force until written notice to the contrary is received by the Bank, signed in accordance with the mandate.

By signing below you are agreeing to be bound by this mandate, the Bank's General Terms and Conditions and any product specific terms and conditions, in force from time to time. You also agree and authorise that the Bank may make any enquiries it deems necessary in order to verify the information contained in this application. Unless you indicate otherwise by writing below, we will assume that **any one** applicant has full signing authority on your account.

Alternative signing instructions (eg all to sign - please specify) \_\_\_\_\_

Applicant 1 Signature _____	Date _____
Applicant 2 Signature _____	Date _____
Applicant 3 Signature _____	Date _____
Applicant 4 Signature _____	Date _____

## Some further information

Standard Bank provides a full range of services to help you take advantage of offshore opportunities.

If you would like some more information on our services, please tick the appropriate box:

- Internet banking
- Offshore unit trusts/funds
- Offshore asset management/stockbroking
- Offshore investment advice
- Offshore tax information
- Offshore trusts and companies
- Custody
- If you do not wish to receive details of our products and services, please tick this box

How did you find out about Standard Bank's offshore services? Please tick the appropriate box:

- I am an existing client of Standard Bank
- Advertising
- Internet website
- Standard Bank branch recommendation
- Personal recommendation from family or friend
- please specify \_\_\_\_\_
- Other
- please specify \_\_\_\_\_

# Application for an Offshore Visa Debit Card for Optimum Account holders only

Please complete in BLOCK CAPITALS and tick where appropriate. All sections of the application must be fully completed as otherwise we may not be able to process your application.

Please supply me/us with an Offshore Visa Debit Card.

I/We accept and agree to be bound by the terms and conditions for the Offshore Visa Debit Card printed in this application and any subsequent amendments made in accordance therewith.

In the case of an Account held in joint names, we confirm that each of us has authority alone to operate the Account described below in accordance with the bank mandate (and that, where necessary, this confirmation amends any previous signing authority in respect of the Account).

I/We confirm that I/we have full legal capacity to enter into the terms and conditions in respect of the Offshore Visa Debit Card and that such terms and conditions are valid, binding and enforceable against us.

Currency of debit card: Sterling  US dollars  Euro  (please tick appropriate box)

Debit cards must be linked to an Optimum account in the same currency.

## Applicant 1

Mr/Mrs/Miss \_\_\_\_\_ Last name \_\_\_\_\_ First names \_\_\_\_\_  
Address to which the card is to be sent (if different to your usual address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Applicant 2 (for joint accounts only)

Mr/Mrs/Miss \_\_\_\_\_ Last name \_\_\_\_\_ First names \_\_\_\_\_  
Address to which the card is to be sent (if different to your usual address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For joint accounts with more than two parties please request an additional debit card application form.

## Offshore Visa Debit Card Scanning Sheet

Applicants should attach (but not staple) a black and white or colour portrait photograph to this page where indicated. Please also sign below the photograph.

1st applicant's photograph  
(please attach)

2nd applicant's photograph  
(please attach)

1st applicant's signature  
Please sign within the box below using black ink

2nd applicant's signature  
Please sign within the box below using black ink

# Standard Bank Jersey Limited and Standard Bank Isle of Man Limited (the "Bank") General Terms and Conditions for Personal Accounts - Dated 1 March 2004

## GLOSSARY

These General Terms and Conditions set out the basis upon which the Bank provide accounts for its clients.

"General Terms and Conditions" or "Terms" means these terms and conditions as amended from time to time; which the Bank reserves the right to amend, vary or add to at the Bank's discretion. The Bank will seek to provide the account holder with a copy of any material change to the General Terms and Conditions within one month prior to the implementation date of such amendment(s);

The following expressions in the Terms shall have the following meanings:

"account(s)" means any account and/or ancillary service(s) provided by the Bank as further detailed, where in existence, under the specific terms and conditions of that account(s) and/or ancillary service(s);

"the Bank" means Standard Bank Jersey Limited or Standard Bank Isle of Man Limited;

"Standard Bank Group" means any subsidiary or company of Standard Bank Group Limited. Standard Bank Group Limited has its registered office at 9th Floor, Standard Bank Centre, 5 Simmonds Street, Johannesburg 2001, Republic of South Africa.

"you" and "your" and "yourself" refer to the account holder.

## ACCOUNT OPENING

The Bank reserves the right to refuse to establish an account relationship without giving a reason for its decision.

The Bank reserves the right to determine the jurisdiction in which an account(s) is/are opened.

In applying to the Bank to establish an account relationship the applicant is agreeing to complete the Bank's application form fully and truthfully. The applicant is also agreeing to provide the Bank with any supplementary documentation and information the Bank may require in order to undertake its due diligence obligations as required under the anti-money laundering legislation according to the jurisdiction in which the account holding office of the Bank is located. The Bank may undertake searches with appropriate credit reference agencies prior to opening an account.

Monies introduced by you, or any other person or entity, will be applied to the account. In the event that satisfactory due diligence requirements have not been completed, any monies received from you or on your behalf may be returned to the remitter at our absolute discretion at any time.

We, and our directors, officers and employees shall not be liable for and you indemnify all of the aforesaid in respect of any costs, lost interest or otherwise incurred through funds being returned to the remitter for whatever reason.

## ACCOUNT OPERATION

### Charges

Charges for the operation of accounts are as specified in the Bank's "Charges For Banking Services" leaflet. These charges are applicable to all account holders unless the Bank has agreed an alternative arrangement in writing.

We shall be entitled to make charges, at our normal published rates, for all services which we may provide to you, whether ancillary to these Terms or otherwise, in addition to any charges which may be payable by you pursuant to these Terms.

### Cheque Clearance

Cheques drawn in Sterling which can be cleared through the UK Clearing system will normally be treated as cleared within 10 working days after receipt by the Bank. Interest will start to accrue 3 working days after receipt by the Bank. All other items will be cleared by whatever means the Bank at its absolute discretion considers most appropriate.

### Conversion of currencies

In the absence of any contrary instruction, the Bank reserves the right to convert incoming funds into a currency for which an account already exists. Conversions will be carried out at the prevailing rate on the date cleared funds are available. Currency conversion charges will be met by the account holder.

### Electronic Communication

The Bank cannot guarantee the confidentiality or security of public or unencrypted electronic communications and as such, for the account holder's own protection, the Bank will not accept any instruction received by these methods. The Bank may decide, at its sole discretion, to act or decline to act on general enquiries, received via a public or unencrypted electronic communications system. The Bank will be entitled to communicate with you electronically.

## Instructions

If the Bank receives conflicting or ambiguous instructions from the account holder in connection with an account or if the Bank is unable to authenticate to its own satisfaction the source of the instruction, the Bank may at its absolute discretion and without liability, act or decline to act as it sees fit.

## Interest

Subject to taxation regulations prevailing on each interest payment date deposit interest will be paid gross and the account holder will be responsible for determining his/her/their/its liability for tax on such interest arising from a deposit. The rules governing taxation of savings income earned by residents of the European Union are currently under review and the Bank will not accept responsibility should your position be affected by any changes in such rules that might occur during the term of any deposit.

The Bank is not a tax adviser and we recommend that if you are in any doubt as to your personal tax position, you should seek independent advice from an accountant or other suitably qualified adviser.

## Interest rates

The Bank reserves the right to vary the interest rates applied to account(s), unless a specific interest rate has been agreed under a separate advice. Interest rates applied to account(s) are available from the Bank on request.

## Joint accounts

Two or more individuals are deemed to be joint account holders. Account(s) will be styled in the order provided on the application form, unless otherwise specified. The Bank will treat all joint account holders as being entitled to receive all funds held on the account(s). The Bank will not recognise or be concerned with any division of ownership of funds held on an account, unless specifically required to do so by law.

Any funds received from or on behalf of any or all of you shall be placed to the credit of the account(s) and you acknowledge and agree that you shall be jointly and severally liable for any overdraft or loan which the Bank may permit on the account(s) from time to time. Upon notice of the death of any one of you, the balance of any account(s) at that date together with any security or property deposited for such account(s) shall be held to the order of, the survivors, or survivor of you or to the executors or administrators of such survivor as applicable, but remains subject to any claim, right, lien, charge, pledge or set off howsoever arising the Bank may have.

## Minimum balance requirements

The minimum balance requirements are available on request.

## Minors

The minimum age for an account holder or a party to a joint account is 18.

## Record Keeping

The Bank reserves the right to store any documents or instruments relating to the account holder(s)/account(s) in an electronic format. Any request for original documents or instruments may be satisfied by the Bank providing an electronic copy.

## Sole accounts

In the event of the death of a sole account holder and where the balance of the account exceeds £10,000 the Bank will require sight according to the legal requirements of the jurisdiction in which the account holding office of the bank is located, of Grant of Probate or Letters of Administration before it is able to release the balance of the account. Such documentation can be arranged through the Bank. Where the balance of an account is below £10,000 the Bank may release the balance at its discretion without sight of the Grant of Probate or Letters of Administration subject to an indemnity being signed by the executors/administrators and references being taken thereon.

## Termination

If required, an account holder may give the Bank written instructions to close any account; the authority must be signed in accordance with the mandate.

On termination, the account holder confirms that all guaranteed forms of payment issued by the account holder have been debited from the account(s) prior to closure and that all unused cheques issued for use on the account(s) have been destroyed.

Termination of any account(s) shall not affect the remaining account(s).

The Bank may terminate an account by sending the account holder written notice which will specify the date on which termination shall take place. The Bank reserves the right to close account(s) without giving a reason for such a decision.

Death of the account holder will not terminate the relationship with the Bank, until the Bank, receives notice of it. These Terms will be binding on the account holders legal personal representatives.

### **Unauthorised overdrafts**

A fee may be charged on each occasion a cheque or other debit is passed over an account(s) which then becomes overdrawn without prior agreement.

Similarly, a fee may be charged on each occasion a cheque or other debit is passed over an account which takes the balance over an agreed overdraft limit.

Whilst an account is in an unauthorised position the Bank retains the right to charge interest at its prevailing standard debit rate.

### **GENERAL PROVISIONS**

#### **Commission sharing**

The Bank may share remuneration with another person(s) who has introduced business to the Bank and in so doing has brought about an applicant relationship to the Bank, which would not have taken place without that person(s) involvement. Information pertaining to the amount of any such remuneration may be notified to the account holder by the Bank.

#### **Communication by telephone**

For the protection of account holders all communications by telephone may be recorded.

#### **Confidentiality**

The Bank will treat all personal information as confidential. Disclosure will only be made in the following instances:

- where the Bank is legally compelled to do so
- where the Bank has a public duty to disclose
- where the Bank's interest requires disclosure
- where disclosure is made at the account holders request or with the account holders consent

The Bank shall not be liable to the account holder for any loss or damage where it exercises its right to disclose or withhold information pursuant to lawful order or otherwise in accordance with laws and regulations to which it is subject.

Notwithstanding the above, your personal information may be transferred to other Standard Bank Group companies and we, and such other companies, may use this information to provide services to you. In addition we (and other subsidiary companies of Standard Bank Offshore Group Limited if they provide services to you) may use this information to confirm your identity.

This personal information may also be used by us and/or transferred to other Standard Bank Group companies to facilitate the selection of products and services provided by Standard Bank Group companies which may interest you. Please advise us in writing if you do not wish to be notified of such products and services or alternatively tick the box provided for this purpose on page 5 of the Account Application Form.

In order to provide the services to you in terms of this agreement, or as you may request from time to time, it may be necessary for us to transfer your information to a person (or persons) who, pursuant to existing or future arrangements, provides services to us (for example outsourcing). If we do so, we will ensure that any person to whom we pass your information agrees to treat your information with the same level of protection and confidentiality as we will apply to it in compliance with the relevant data protection legislation in force.

#### **Exclusion of liability and indemnity**

Neither the Bank, nor its employees, nor any connected companies (the Parties), shall be liable for any loss suffered by the account holder in connection with his/her/their/its account(s) unless such loss arises from any of the Parties gross negligence, wilful default or fraud. The Parties shall not be liable for any loss suffered by the account holder arising directly or indirectly from any act or default of any other company or person.

The account holder will indemnify the Parties against any loss, liability or expense whatsoever which may be suffered or incurred by the Parties directly in connection with an account provided except to the extent that such loss, liability or expense is due to the Parties gross negligence, wilful default or fraud.

#### **Force majeure**

In the event of any failure, interruption or delay in performance of the Bank's obligations resulting from acts, events or circumstances not reasonably within the Bank's control, including but not limited to industrial disputes, acts or regulations of any governmental or supranational bodies

or authorities, breakdown, failure or malfunction of any telecommunications or computer services, the Bank shall not be liable or have any responsibility of any kind for any loss or damage incurred or suffered by the account holder as a result.

#### **Governing law**

All matters pertaining to an account will be governed by and construed according to the law of the jurisdiction in which the office of the Bank at which the account is held is registered and the account holder irrevocably submits to the non exclusive jurisdiction of the same.

#### **Jurisdiction**

The Bank may at any time and without notice, change, at its sole discretion, the jurisdiction in which accounts are administered.

#### **Obligations**

The Bank must be kept informed of any change(s) or dispute(s) that may affect the signing arrangements of an account. No amendment will affect any outstanding order(s) or transaction(s) or any legal right(s) or obligation(s) which may already have arisen prior to the Bank receiving notice of such event.

#### **Offshore Visa Debit Card and cheque book**

Any debit card and cheque book provided to an account holder belongs to the Bank and the Bank or any authorised officer, servant, employee, associate or agent of the Bank may retain the debit card and/or cheque book, require the account holder and/or debit card holder to return any debit card and/or cheque book or suspend the use of any debit card and/or cheque book at any time at the Bank's absolute discretion and the Bank shall not be liable for any loss suffered by the account holder and/or debit card holder as a result thereof.

#### **Third parties**

Nothing in these Terms shall confer any right on any third party to enforce or enjoy the benefit of any aspect of these Terms.

# Standard Bank Offshore Bank Accounts

## Terms and Conditions - Dated 1 March 2004

### Optimum Account principal criteria

1. The Optimum Account ("the account") is available to personal clients in Pounds sterling, United States dollars and Euro.
2. The minimum deposit required to open an account is £3,000, US\$5,000 or €5,000. Provided that the account balance is maintained above the minimum balance requirement, then interest is calculated at the appropriate Optimum Account rate. If the balance falls below the minimum balance requirement, then the account ceases to accrue interest until such time as the minimum balance requirement is restored.
3. If the average credit balance maintained over any quarterly interest period amounts to less than £1,000, US\$2,500 or €2,500, then an account maintenance charge may be applied.
4. Interest rates will vary in line with market conditions and the balance held on the account.
5. Interest is calculated on the daily cleared balance of the account and credited quarterly, on the last business days of March, June, September and December.
6. An optional cheque book is available for use with Sterling accounts. Cheque books will be provided free of charge where balances on the account exceed £10,000 otherwise a charge may be payable.
7. A bank statement is issued quarterly after application of interest, or on request. Paid cheques will not be returned to account holders. If an account has not been used during the preceding quarter the Bank reserves the right to vary the statement frequency to half yearly.
8. Deposits and withdrawals may be made at any time.
9. Account holders are not permitted to overdraw the account unless prior arrangements have been made with the Bank.
10. The Bank reserves the right to vary, amend or add to these criteria at any time, with material amendments advised to account holders.

### Expatriate Savings account principal criteria

1. The Expatriate Savings account ("the account") is available to expatriate personal clients in Pounds sterling, United States dollars and Euro.
2. The minimum deposit required to open an account is £10,000, \$25,000 or €25,000. Provided the account balance is maintained above £3,000, \$5,000 or €5,000 then interest is calculated at the appropriate Expatriate Savings account rate. If the balance falls below these levels then the account ceases to accrue interest during that period.
3. Interest rates will be fixed on the first business day of each calendar month. Under normal conditions these rates will be maintained for the period to the first working day of the next month, however, will vary according to the balance held in the account. The bank reserves the right to change interest rates during the month should market conditions warrant.
4. Interest is calculated on the daily cleared balance of the account. At the time of opening, clients may request that interest be credited to the account only upon closure. Unless otherwise specified by the client, interest will be credited to the account annually on the last working day of June. Account holders are responsible for any tax payable as a result of interest received or accrued and we recommend that professional advice is taken, if required.
5. A bank statement is issued annually as at the 30 June or first working day thereafter.
6. Deposits may be made at any time. One withdrawal of up to one quarter of the account balance may be made without notice or interest penalty within a calendar quarter. Calendar quarters begin 1 January, 1 April, 1 July and 1 September each year. Further withdrawals may be made within a calendar quarter subject to giving the Bank 90 days notice of withdrawal. Alternatively, further withdrawals may be made on demand, subject to the loss of 90 days interest on the amount withdrawn.
7. Account holders are not permitted to overdraw the account.
8. The Bank reserves the right to determine exclusively whether an applicant for an Expatriate Savings Account meets the eligibility criteria, as well as the right to vary, amend or add to the foregoing principal criteria, with material amendments advised to account holders.

### Call Deposit Account principal criteria

1. The Call Deposit account ("the account") is available in all major currencies. Full details of the currencies available will be provided upon request.
2. The minimum deposit required to open an account is £3,000 (or the currency equivalent). If the balance falls below the minimum balance requirement, then the account ceases to accrue interest until such time as the minimum balance requirement is restored.
3. Interest rates will vary in line with market conditions and the balance held on the account.
4. Interest is calculated on the daily cleared balance of the account and credited quarterly on the last business days of March, June, September and December.
5. A bank statement is issued quarterly after application of interest, or on request.
6. Deposits and withdrawals may be made at any time.
7. Account holders are not permitted to overdraw the account unless prior arrangements have been made with the Bank.
8. The Bank reserves the right to vary, amend or add to these criteria at any time, with material amendments being advised to account holders.

### Fixed Term Deposit Account principal criteria

1. The Fixed Term Deposit Account ("the contract") is available to clients in all major currencies. Full details of the currencies available will be provided upon request.
2. The minimum balance required in respect of a contract for periods of one month up to five months is £25,000/US\$50,000/€50,000, however for periods of six months up to twelve months, the minimum balance requirement is £10,000/US\$25,000/€25,000. The minimum balance requirements in other currencies are available upon request.
3. The interest rate is fixed for the full period of the contract at the rate prevailing on the date of receipt of cleared funds. On the maturity date the principal and interest will be rolled-over for a similar period at the rate of interest then prevailing, unless instructions to the contrary are received by the Bank by midday (or midday two working days before the maturity date in the case of currencies other than Sterling).
4. Interest is calculated on the daily cleared balance of the contract and credited, on the maturity date. Interest paid on a contract may if required be credited to another account held with the Bank or to an account held elsewhere.
5. A contract advice may be provided if required at the commencement of each contract period.
6. Additional funds may be added upon maturity of a contract. Funds received during the period of a contract may be held on a separate contract (subject to minimum balance requirements) or on another interest bearing account, with a view to consolidating the funds held upon maturity.
7. Withdrawals may normally be made only upon maturity of the contract. Early termination of a contract may be permitted in exceptional circumstances at the discretion of the Bank and subject to a penalty charge which will be calculated by the Bank in its absolute discretion.
8. The Bank reserves the right to vary, amend or add to these criteria at any time, with material amendments being advised to account holders.

# Offshore Visa Debit Card Terms and Conditions - Dated 1 March 2004

These terms and conditions comprise the agreement between the Standard Bank Isle of Man Limited/Standard Bank Jersey Limited (the "Bank") and the Cardholder in connection with the Cardholder's Standard Bank Offshore Visa Debit Card. These Terms and Conditions must be read in conjunction with the terms and conditions for Optimum accounts and the general terms and conditions for Personal and Corporate accounts as appropriate.

## 1. Interpretation

1.1 In these terms and conditions:

1.1.1 "Account" means the bank account held or to be held with the Bank in the name of the Cardholder (whether solely or jointly with another person), the number of which is or shall be specified in the application form for the Card and communicated to the Cardholder as appropriate.

1.1.2 "Account Currency" means the currency in which the Account is denominated.

1.1.3 "Bank" means whichever of Standard Bank Isle of Man Limited or Standard Bank Jersey Limited holds the Account.

1.1.4 "Card" means a Standard Bank Offshore Debit Card, including any renewal or replacement Card.

1.1.5 "Cardholder" means the person having power alone to operate the Account in accordance with the bank mandate in respect thereof.

1.1.6 "PIN" means the personal identification number issued to the Cardholder from time to time for use with the Card.

1.1.7 "Transaction" means any cash withdrawal or payment made using the Card, or any refund arising in connection with the use of the Card in any authorised manner for debit or credit to the Account.

1.1.8 "Visa" means Visa International Service Association, a corporation organised and existing under the laws of the State of Delaware, United States of America, having an office and principal place of business at 900 Metro Center Boulevard, Foster City, CA 94404, United States of America or any subsidiary thereof.

1.1.9 "Working days" means Monday to Friday inclusive except bank holidays.

1.2 In these terms and conditions references to the singular include the plural and vice versa and references to one gender include references to the other gender. The headings used herein are for ease of reference only.

## 2. Card facilities

2.1 The Cardholder may use the Card to pay for goods or services at retailers or suppliers world-wide who accept the Card by signing a sales voucher, by signing a mail order purchase form showing the number printed on the Card or by placing an order by telephone or over the Internet and quoting the number printed on the Card, and the Bank will debit to the Account the amount of any such Transaction authorised in such way.

2.2 The Cardholder may use the Card in conjunction with the PIN to withdraw money from automated teller machines which accept the Card when they are operating. The amount of money so withdrawn will be debited to the Account.

2.3 The Cardholder may use the Card in conjunction with the PIN to pay for goods and services by using a card operated machine at retailers or suppliers world-wide who offer this facility. The Bank will debit to the Account the amount of any Transaction authorised in this way.

2.4 The Cardholder may use the Card at any bank which accepts the Card to withdraw money or make payment by signing a voucher, the amount of which will be debited to the Account.

2.5 In addition to the amount of all Transactions, certain charges will be debited to the Account as provided for herein.

2.6 The Card is only available to persons over the age of eighteen years (twenty years in the case of persons resident or domiciled in Jersey or who hold an Account with Standard Bank Jersey Limited) and who are of full legal capacity in all other respects.

## 3. The Card

3.1 The Card belongs to the Bank and the Bank or any authorised officer,

servant, employee, associate or agent of the Bank may retain the Card, require the Cardholder to return the Card or suspend the use of the Card at any time in its absolute discretion and the Bank shall not be liable for any loss suffered by the Cardholder as a result thereof.

3.2 The Card will not become valid or operational until the Cardholder acknowledges receipt of the Card by contacting the Bank by telephone on the number provided and stating the answer to the question specified by the Cardholder in the Card application form. The Card is only valid for the period shown on it and must not be used outside that period or if the Bank has required by notice in writing to the Cardholder that it be returned to the Bank. When the period of validity of a Card expires it must be destroyed by cutting it in half through the magnetic strip.

3.3 The Cardholder must take all reasonable precautions to prevent unauthorised use of the Card, including, not allowing anyone else to use the Card and telephoning the Bank, in accordance with paragraph 3.2 above, to acknowledge receipt of the Card as soon as possible.

3.4 If the Card is lost or stolen the Cardholder or any other person acting on behalf of the Cardholder shall immediately notify the Bank or the Visa Global Customer Assistance Service by telephoning the number(s) from time to time notified to the Cardholder and the Cardholder must, in addition, immediately notify relevant law enforcement agencies. The Cardholder must confirm the loss of the Card by notice in writing to the Bank within seven days of having notified the Bank by telephone.

3.5 The Cardholder must co-operate with any officers servants, employees, associates or agents of the Bank and/or law enforcement agencies in any efforts to recover the Card if it is lost or stolen. The Bank may disclose information about the Cardholder and the Account if the Bank thinks it will help avoid or recover any loss to the Cardholder or the Bank resulting from the loss, theft, misuse or unauthorised use of the Card.

3.6 If the Card is found after the Bank has been given notice of its loss or theft the Cardholder must not use it again. The Card must be cut in half through the magnetic strip and returned to the Bank immediately.

## 4. The PIN

The Bank will issue a PIN to the Cardholder. The Cardholder must take all reasonable precautions to avoid unauthorised use, including destroying the PIN mailer issued by the Bank promptly after receipt, never disclosing the PIN to someone else, never writing the PIN on the Card or any other item normally kept with the Card, never writing the PIN in a way that can be understood by someone else and notifying the Bank as soon as possible if someone else knows or is suspected of knowing the PIN.

## 5. Liability for unauthorised transactions

5.1 Unless the Bank can show that the Cardholder has acted fraudulently or with negligence or otherwise contrary to the provisions of these terms and conditions, the Bank will be responsible for any money lost as a result of the Card being lost in despatch from the Bank to the Cardholder and the Bank will also be responsible for any money lost as a result of use of the Card without the Cardholder's authorisation after it has been reported as lost or stolen to the Bank and to the relevant law enforcement agencies (see paragraph 3.4 above) that the Card has been lost or stolen or that the PIN is known or suspected of being known by someone else. The Bank will credit the Account with any amount for which the Bank is responsible pursuant to this paragraph, including any related interest and charges.

5.2 The Cardholder will be responsible for any losses without limit, except losses for which the Bank will be responsible pursuant to paragraph 5.1 above, incurred by the Bank or any other person and including, without prejudice to the generality of the foregoing, any losses incurred as a result of the loss or theft of the Card or the use of the Card in a fraudulent or negligent manner or otherwise contrary to the provisions of these terms and conditions.

5.3 If the PIN is held with the Card and subsequently lost or stolen, the cardholder will be liable for all PIN related Transactions. If the Cardholder discloses the PIN then the Cardholder will be liable for all subsequent PIN related transactions.

## 6. Charges

6.1 The Bank shall charge a fee to the Cardholder in respect of each cash withdrawal made using the Card for which a charge is levied by Visa, in accordance with the Bank's schedule of fees from time to time in force.

6.2 The Cardholder will be charged in respect of every Transaction made in a currency other than the Account Currency in respect of the conversion of the amount of the Transaction into the Account Currency, in accordance with the Bank's schedule of fees from time to time in force.

6.3 The Bank shall charge an annual fee to each Cardholder in accordance with the Bank's schedule of fees from time to time in force.

## 7. General

7.1 The total amount of any Transactions carried out in any one day shall be limited to such amounts and by such other conditions as shall be notified in writing to the Cardholder by the Bank from time to time with effect from the date of such notice. The daily transaction limit refers to working days only. Transactions on non working days refer to the previous work days limit.

7.2 The Bank will issue a Card only if the Cardholder has completed an application form and it has been accepted by the Bank, or if the Bank at its discretion is replacing or renewing a Card.

7.3 The Cardholder is not authorised to enter into Transactions using the Card to a value in excess of the credit balance (if any) of the Account from time to time unless an overdraft has been previously agreed with the Bank. The Account will be charged interest by the Bank at the relevant interest rate of the Bank in respect of unauthorised overdrafts on the Account unless otherwise agreed and the Bank's usual fees for unauthorised overdrafts may also be charged to the Account.

7.4 If the Bank is asked to authorise a Transaction, the Bank may take into consideration any other Transactions which have been authorised but which have not been debited to the Account (and any other transactional activities upon the Account) the limits and other conditions referred to in clause 7.1. and if the Bank determines that there are or will be insufficient available funds in the Account to pay the amount that would be due in respect of such Transaction, the Bank may in its own absolute discretion refuse to authorise such Transaction, in which event such Transaction will not be debited to the Account. The Bank shall not be liable for any loss resulting from any such refusal to authorise any Transaction.

7.5 In the event that there are insufficient available funds in the Account to pay any Transaction or other amount payable from the Account, including any interest, fees, charges or other payments due to the Bank, the Bank may in its own absolute discretion (and without any obligation to do so) transfer or arrange the transfer of sufficient funds from any other account held by the Cardholder with the Bank to the Account.

7.6 The Cardholder may use the Card to obtain the services described in these terms and conditions and such other services as the Bank may provide from time to time. All such services will be subject to these terms and conditions.

7.7 The Card may not be used by any person other than the Cardholder.

7.8 The Bank shall not be liable for any loss resulting from the refusal of any retailer, supplier, other bank or card operated machine to accept use of the Card in connection with any Transaction. No claims of the Cardholder against any retailer or supplier may be the subject of set-off, claim or counterclaim against the Bank.

7.9 The Cardholder shall notify the Bank if:-

7.9.1 an entry appears on the statement of the Account which is believed to be incorrect as soon as possible but in any event within twenty-five days of the date of such statement; and

7.9.2 the Cardholder's address is changed, as soon as possible.

7.10 A Transaction cannot be cancelled by the Cardholder after it has been completed.

7.11 Subject to paragraph 7.4 hereof the Bank will normally debit the amount of any Transaction to the Account as soon as the Bank receives proper instructions in connection therewith, provided that the Bank will not be liable for any loss resulting from any delay in doing so.

7.12 If a retailer or supplier makes a refund by means of a Transaction the Bank will credit the Account when it receives the retailer or supplier's proper instructions and the funds in respect of such refund, provided that

the Bank will not be responsible for any loss resulting from any delay in receiving such instructions and funds.

7.13 When the Card is used to effect a Transaction through Visa (whether with a retailer or supplier, a bank or from a card operated cash machine) in a currency other than the Account Currency, Visa will convert the amount of the Transaction into the Account Currency at the applicable exchange rate on the day upon which it receives notification of the Transaction.

7.14 The Card may not be used to guarantee payment of cheques drawn on the Account.

7.15 The card may not be used as payment for an illegal purchase.

7.16 Regular Payments can be arranged using the Card by agreement with the Merchant. If the Cardholder wishes to amend or cancel these payments, the Cardholder must contact and arrange this with the relevant Merchant direct, and retain written confirmation of such amendment/cancellation. The Bank is not liable should Transactions continue to be received following any amendment or cancellation.

7.17 If the Cardholder requires a copy sales or cash voucher, the Bank will need to request this via Visa International. The Cardholder should allow up to 60 days for this to be received. The Bank resumes the right to make a charge for copy vouchers.

## 8. Termination

8.1 The Bank may terminate the agreement comprised in these terms and conditions by notifying the Cardholder in writing to that effect at any time. The Cardholder may terminate the agreement comprised in these terms and conditions by notifying the Bank in writing, cutting the card in half through the magnetic strip and returning the Card to the Bank. Such termination shall be effective, subject to the provisions of the following paragraphs of this clause, upon receipt by the other party of such notice.

8.2 The agreement comprised in these terms and conditions, shall be deemed to remain in full force and effect if and in so far as any Transaction is completed but not debited to the Account prior to termination thereof.

8.3 Termination of the agreement comprised in these terms and conditions shall not prejudice any liability in respect of things done or omitted to be done prior to termination thereof.

## 9. Miscellaneous

9.1 The Bank shall not be liable to the Cardholder for any loss suffered as a result of the Bank being prevented from or delayed in providing any banking or other services to the Cardholder due to strikes, industrial action, failure of power supplies, systems or equipment or causes beyond the Bank's control.

9.2 These terms and conditions and the banking practices and charges relating thereto may be changed by the Bank at any time by notice thereof to the Cardholder. Any such changes will be effective from the date of the notice or such later date as may be specified therein.

9.3 In addition to the authorisation contained in paragraph 3.5 hereof, the Cardholder authorises the disclosure to any company within the Standard Bank Offshore group of companies, to any third party processors and/or card personalisation firms utilised by the Bank from time to time in any jurisdiction, such information in relation to the Cardholder, the Card, the Account and any Transaction as the Bank considers in its sole opinion to be necessary or desirable. The Bank may also disclose such information in relation to the Cardholder, the Card, the Account or any Transaction as may be required by law.

9.4 If the Card is to be issued to a corporate entity the Bank reserves the right to vary and/or add to these terms and conditions as it may in its discretion consider appropriate.

9.5 Where the Account is held with Standard Bank Isle of Man Limited, these terms and conditions shall be governed by and construed in accordance with Isle of Man law and the Cardholder irrevocably agrees to submit to the non-exclusive jurisdiction of the courts of the Isle of Man in connection herewith. Where the Account is held with Standard Bank Jersey Limited, these terms and conditions shall be governed by and construed in accordance with Jersey law and the Cardholder irrevocably agrees to submit to the non-exclusive jurisdiction of the courts of Jersey in connection herewith.

Standard Bank Jersey Limited is registered with the Jersey Financial Services Commission for banking and investment business and is a member of the London Stock Exchange. The Registrar of the Financial Services Board has approved Standard Bank Jersey Limited to market in the Republic of South Africa.

Standard Bank Isle of Man Limited is licensed by the Isle of Man Financial Supervision Commission for banking and investment business and as a corporate service provider. Banking deposits made with Standard Bank Isle of Man Limited are covered by the Depositors Compensation Scheme contained in the Isle of Man Banking Business (Compensation of Depositors) Regulations 1991. The Isle of Man has a Financial Services Ombudsman Scheme covering disputes relating to financial services offered in or from the Isle of Man to individuals.

The companies referred to above are wholly owned subsidiaries of Standard Bank Offshore Group Limited.

For your protection communication by telephone may be recorded.

**Return the completed form to:**

**Isle of Man**

Standard Bank Isle of Man Limited, Standard Bank House  
One Circular Road, Douglas, Isle of Man IM1 1SB

Telephone: +44 (0)1624 643643  
Facsimile: +44 (0)1624 643800  
Email: [sbiom@standardbank.com](mailto:sbiom@standardbank.com)

**Jersey**

Standard Bank Jersey Limited, Standard Bank House  
PO Box 583, 47-49 La Motte Street, St. Helier, Jersey JE4 8XR

Telephone: +44 (0)1534 881188  
Facsimile: +44 (0)1534 881199  
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