



**! FOR COMPLETION BY THE APPLICANT IN ENGLISH !**

[For all applicants to complete. Please use block capitals throughout.]

**NOTE: Applications will only be accepted from applicants who are shareholders of SUISSE BANK PLC.**

**I - PERSONAL DETAILS**

**APPLICANT ONE**

**APPLICANT TWO**

|   |                      |
|---|----------------------|
| Title (Mr/Mrs/other):   | <input type="text"/> |
| Surname:  | <input type="text"/> |
| Forename(s):  | <input type="text"/> |
| Street / No.:   | <input type="text"/> |
| Postal Code:  | <input type="text"/> |
| City:   | <input type="text"/> |
| Country:  | <input type="text"/> |
| Phone No.:  | <input type="text"/> |
| Mobile No.:   | <input type="text"/> |
| Phone No. (work):   | <input type="text"/> |
| Fax No. (work):   | <input type="text"/> |
| Email:  | <input type="text"/> |
| Date of Birth:  | <input type="text"/> |
| Occupation (if retired, please state your previous occupation): | <input type="text"/> |
| Employer's Name:  | <input type="text"/> |
| Nature of Business:   | <input type="text"/> |
| Annual Income:  | <input type="text"/> |
| Nationality:  | <input type="text"/> |
| Passport Number:  | <input type="text"/> |
| Issued by:  | <input type="text"/> |
| Issued at:  | <input type="text"/> |
| Expiry Date:  | <input type="text"/> |

|   |                      |
|---|----------------------|
| Title (Mr/Mrs/other):   | <input type="text"/> |
| Surname:  | <input type="text"/> |
| Forename(s):  | <input type="text"/> |
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| City:   | <input type="text"/> |
| Country:  | <input type="text"/> |
| Phone No.:  | <input type="text"/> |
| Mobile No.:   | <input type="text"/> |
| Phone No. (work):   | <input type="text"/> |
| Fax No. (work):   | <input type="text"/> |
| Email:  | <input type="text"/> |
| Date of Birth:  | <input type="text"/> |
| Occupation (if retired, please state your previous occupation): | <input type="text"/> |
| Employer's Name:  | <input type="text"/> |
| Nature of Business:   | <input type="text"/> |
| Annual Income:  | <input type="text"/> |
| Nationality:  | <input type="text"/> |
| Passport Number:  | <input type="text"/> |
| Issued by:  | <input type="text"/> |
| Issued at:  | <input type="text"/> |
| Expiry Date:  | <input type="text"/> |



**II - CORRESPONDENCE ADDRESS** (only if different from address of first applicant)

Street / No.:

Postal Code / City:

Country:

**III - CITIZENSHIP DETAILS**

Applicant One:

Applicant Two:

**IV - The Applicant is a Shareholder of SUISSE BANK PLC at the date of the Application and there has been no material change in the information provided by the Applicant to SUISSE BANK PLC on the Shareholder Application Form. The Applicant is not a resident of the Union of the Comoros.**

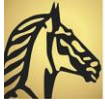
SIGNATURE OF APPLICANT

**V - ABOUT YOUR ACCOUNT**

Currency of Account:  EUR  USD  CHF  GBP

Class of Account:  Current  Fixed Deposit

Type of Account:  Sole Account  Joint account



**VI - SOURCE OF FUNDS**

How has your wealth been accumulated? (Please note that we may request further evidence)

|                           |                          |                          |                          |
|---------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Income from<br>employment | Investments &<br>savings | Property<br>investments  | Other (please specify)   |
|                           |                          |                          |                          |

What is the source of your first account activation payment? (Please note that we may request further evidence)

|                           |                          |                          |                          |
|---------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Income from<br>employment | Investments &<br>savings | Property<br>investments  | Other (please specify)   |
|                           |                          |                          |                          |

Please provide a brief description of the reason and purpose for establishing this account:

**VII - ACCOUNT ACTIVITY**

(1) Please indicate the expected annual turnover of your account, i.e. the total value of transactions in and out of the account:

(2) Please indicate the expected total value of credits through the account over the next 12 months:

(3) Do you expect to receive / send payments or transfer funds by telex, SWIFT, other legal means?

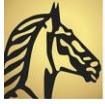
(4) If your answer is yes to (3) above, what will be the expected number of transaction per month?

(5) How high will the value of transactions be (in EUR)?

(6) Which countries are involved?

(7) What will be the minimum (limit) amount of transaction through your account (in EUR)?

(8) What will be the maximum (limit) amount of transaction through your account (in EUR)?



**VIII - PRIVATE ACCOUNT MANDATE**

**To: "SUISSE BANK PLC"**

Account Holder:

Account Number (to be issued by SUISSE BANK PLC):

The banking institution is hereby requested and authorized until it receives written notice to the contrary:

To open and/or continue an account in my/our sole/joint name(s) as detailed above and to open such further accounts as I/we may direct or as may be necessary from the transacting of my/our banking business with you from time to time

To honour any instructions authorizing payment from or relating to the conduct of the account(s) when signed as detailed below notwithstanding that any such payment may cause the account(s) to become overdrawn or cause an existing overdraft to be increased.

To transfer from time to time if considered appropriate by you, sufficient funds to ensure that my/our account(s) with you remain in credit, and to debit any other account maintained in my/our name notwithstanding that such accounts may be on fixed term deposit or subject to other terms and conditions or denominated in another currency.

SIGNATURE OF APPLICANT ONE

SIGNATURE OF APPLICANT TWO

Date:

Place:



**IX - ONLINE-BANKING APPLICATION FORM**

The Applicant should complete this section, if an Online-Banking Account is required.

Forename(s) /  
Surname:

Email:

**User Name:**

(will be used for accessing the Online-Banking menu)

**Password:**

(will be used for accessing the Online-Banking menu)

**IMPORTANT:**

SUISSE BANK PLC will send the unique user name and password to the authorized user identified above.

It is the account holder's responsibility to notify us of additions or deletions of users.

SIGNITURE OF APPLICANT ONE

Date:  Place:

SIGNITURE OF APPLICANT TWO

Date:  Place:



## **TERMS AND CONDITIONS**

### **GENERAL INTRODUCTION:**

In this agreement "Applicant", "you", "your" and "account holder" mean any customer operating an account with us and include (where appropriate) any person(s) you authorize to give instructions concerning your account(s). "Banking Institution", "we", "us" and "our" mean "SUISSE BANK PLC". This agreement explains our obligations to you and your obligation to us and applies to any bank account you have with us and the services we provide in connection with your account and includes the terms applicable to Telephone and Online-Banking.

### **CONTACTING EACH OTHER:**

We may contact you by post, telephone and computer (which in this agreement includes the internet and any form of electronic message made by any type of electronic device) using the latest address, telephone number or email address with which you have provided us. It is your responsibility to ensure that we have your current contact details at all the times. You can contact us at the appropriate address and telephone number we give you, or by computer through the website [www.suissebank.com](http://www.suissebank.com). We may record or monitor telephone calls between us so that we can have your instructions confirmed and make sure that we are meeting our service standards.

### **GIVING US INSTRUCTIONS:**

You can give us instructions either in writing, by telephone, fax or e-mail.

### **PAYMENTS INTO AND OUT OF YOUR ACCOUNT:**

When we receive instructions or credits for an account before the relevant cut-off time on any working day we will process them on the same day or on the date specified in your instructions. Instructions and credits received after the cut-off time or for the next working day will be processed on the next working day. The cut-off time is the latest time each day up to which we can make payments or transfers from an account.

We will hold 30% of every credit entry into your account at least for a period of 6 months.

### **INTERESTS:**

No interest is payable by us to you on this account unless otherwise agreed in writing.

### **ACCOUNT STATEMENTS:**

We will provide account statements via internet showing all amounts added to or taken from your account since the previous statement. You must check your statement carefully and tell us as soon as possible if it includes anything which appears to you to be wrong or not done in accordance with your instructions.



**USING INFORMATION ABOUT YOU:**

You agree that we may store and process your information by any legal means. By 'your information' we mean personal and banking information we obtain from you or from third parties, such as joint account holders, credit reference agencies, fraud prevention agencies or other organizations when you apply for an account or any other product or service or which you or they give to us at any other time. We and other companies affiliated to "SUISSE BANK PLC" will use this information to manage your account(s), give you statements and provide our services, for assessment and analysis (including credit and/or behaviour-scoring, market and product analysis), and to develop and improve our services to you and other customers and protect our interests; with, however, all information and details being kept confidential and in accordance with all applicable registration and other legal requirements for the use of personal data in any jurisdiction where we operate.

**SPECIAL CONDITIONS RELATING TO BANKING BY COMPUTER:**

We will take reasonable care to ensure the security of and prevent unauthorized access to our computer banking services. You must ensure your computer and modem comply with the latest standards and requirements. You must follow the procedure and instructions in the user guidance that we give you from time to time and not attempt by any means to change any software provided by us and not copy or allow any third party to use or copy any software, a unique user name, codes and/or passwords provided by us without our consent.

**MONIES HELD AT OTHER BANKING INSTITUTIONS:**

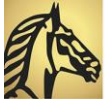
SUISSE BANK PLC may from time to time deposit your funds with other banking institutions for safekeeping. SUISSE BANK PLC will not be liable for the loss of funds due to the insolvency or other failure of any such banking institution and will not be required to repay such funds or interest thereon from its own monies.

**CHANGING THE TERMS OF THIS AGREEMENT:**

We may change the terms of this agreement (including our charges) and introduce changes to our services at any time and the said changes may be posted on our website from time to time. Changes will normally be caused by market conditions, changes in the cost of providing a service to you or changes in legal or other requirements affecting us.

**CLOSING YOUR ACCOUNT:**

You can close your account by informing us in writing with a 60-day notice. (In the case of joint accounts, the account holders have to inform us jointly). We can end our banking relationship with you by informing you in writing with a 60-day notice. Any benefit or services we provide in relation to particular accounts will end as soon as your account(s) is/are closed. We may take action to close your account immediately in exceptional circumstances such as if we reasonably believe that you are not eligible for an account or you have given us any false information at any time or you or someone else has used the account illegally or is in material breach of this agreement or any additional conditions which apply to your account.



We may choose not to close your account until you have returned any plastic cards we have given you, and any computer banking software we have provided. You must repay any money you owe us, including the amount of any card transactions or other payment instructions you have made or given, which have not yet been taken out of your account, and refrain from using any banking services or facilities without our consent.

**IMPORTANT:**

Please send us all the required documents to the email address: [account@suissebank.com](mailto:account@suissebank.com) and send the originals by courier to our office: SUISSE BANK PLC, Standard Chartered Tower, Level 5, Emaar Square, Downtown Burj Khalifa, Dubai, United Arab Emirates.

**WHOLE AGREEMENT:**

This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes all and any previous agreements and understandings, oral or written. Each party acknowledges to each other party that it has not agreed to enter into this Agreement in reliance on any representation, warranty, assurance or commitment not contained in this Agreement.

**GOVERNING LAW AND DISPUTE RESOLUTION:**

This Agreement shall be governed and construed in all respects in accordance with English law. Any dispute arising out of or in connection with the Agreement shall be governed by the exclusive jurisdiction of the Courts of England and Wales and by entering this Agreement the Applicant irrevocably submits to the jurisdiction of the English Court.

**CERTIFICATION AND DECLARATION:**

I/We certify with full individual authority that this form and all the documentation required and submitted herewith is true and correct.

SIGNATURE OF APPLICANT ONE

SIGNATURE OF APPLICANT TWO

Date:

Place:





**Schedule 1**

**Banking Institution Fees and Charges**

|  |  |
|--|--|
| First account activation payment:<br><i>(This payment is not a deposit and is free available.)</i> | 10,000 EUR                                 |
| Account Opening Fee  | 5,000 EUR                                  |
| Account Closing Fee  | 5,000 EUR                                  |
| Annual Account Fee   | 2,000 EUR                                  |
| <b>Outgoing Wire Fees</b>  |  |
| Minimum Wire Transfer Value is 1,000 EUR   |  |
| Transfer from 1,000 up to 1,000,000 EUR  | 0,5% of transfer value                     |
| <b>Incoming Wire Fee</b>   | 0,25% of incoming value but minimum 25 EUR |

All outlined charges are in Euro. Daily exchange rates are used and charged to your account.

I/We agree to the Banking Institution Fees and Charges.

SIGNATURE OF APPLICANT ONE

SIGNATURE OF APPLICANT TWO

Date:  Place:



## Schedule 2

### **SUISSE BANK PLC ("SB" or the "Banking Institution") Policy for Combating Financial Crime**

SB is committed to the prevention of financial crime and has adopted procedures to detect and deter money laundering, terrorist financing or other illegal activities.

It is our policy to deter and, where we can, prevent, the use of SB as a conduit for illegal money laundering activities. Our staff can only implement this policy if they understand the background to it and how it works in the context of our day-to-day business. The success of our policy depends on **the vigilance of everyone**.

In order for these policies to be effectively implemented, the Banking Institution and its entire staff need to be:

1. Informed about the **legal and regulatory framework** and the serious legal and regulatory **penalties** for assisting in financial crime – even unwittingly- in every jurisdiction from which we operate;
2. Alert to the **practical methods** by which criminals seek to commit financial crimes;
3. Aware of the need to **report any suspicions promptly** to SB management.

### **Legal and Regulatory Framework**

The Union of the Comoros is a member of Eastern and Southern Africa Anti-Money Laundering Group (ESAAMLG).

The purpose of the Eastern and Southern Africa Anti-Money Laundering Group (ESAAMLG) is to combat money laundering by implementing the FATF Recommendations. FATF – the Financial Action Task Force – is an inter-governmental body whose purpose is the development and promotion of policies, both at national and international levels, to combat money laundering and terrorist financing.

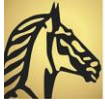
This effort includes co-ordinating with other international organisations concerned with combating money laundering, studying emerging regional typologies, developing institutional and human resource capacities to deal with these issues, and co-ordinating technical assistance where necessary. ESAAMLG enables regional factors to be taken into account in the implementation of anti-money laundering measures.

ESAAMLG members participate in a self-assessment process to assess their progress in implementing the FATF Forty Recommendations.

The Union of the Comoros is also an observer member of the Inter-Governmental Action Group against Money Laundering in West Africa (GIABA) to give support in matters relating to anti-money laundering and combating the financing of terrorism (AML/CFT).

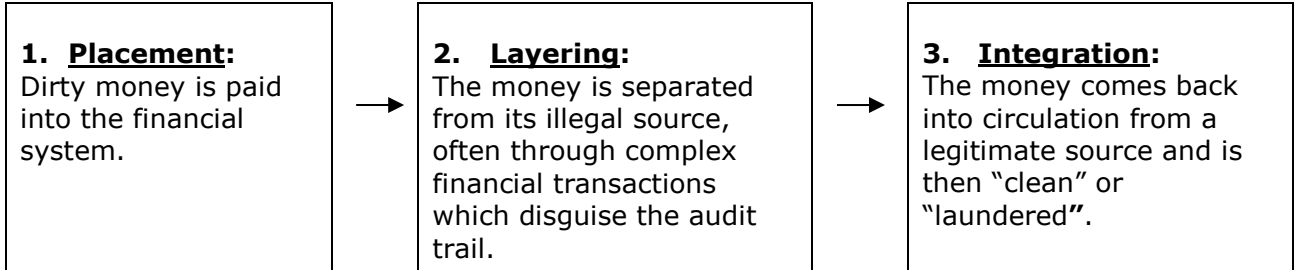
GIABA is an institution of the Economic Community of West African States (ECOWAS) responsible for facilitating the adoption and implementation of Anti-Money Laundering (AML) and Counter-Financing of Terrorism (CFT) in West Africa. It is also a FATF-Styled Regional Body (FSRB) working with its member states to ensure compliance with international AML/CFT standards.

Further information in this regard which forms the basis of SB's policy can be found at the below link: [FATF 40 Recommendations and FATF 9 Special Recommendations](#).



**What is Money Laundering?**

The process by which criminals attempt to change the identity of “dirty” money (obtained through crime) by “laundering” it so that its true source cannot be traced. Whilst there is no single method of money laundering, there are generally three stages:



Funding or facilitating money laundering and using laundered money are all **criminal offences**. Additional offences connected with money laundering include:

- assisting in;
- concealing;
- tipping off;
- failing to report money laundering.

Any individual can commit these offences if they know (or should have known, measured by the standard of the reasonable person in their position) that the money is from an illegal source. These offences are punishable by unlimited fines and imprisonment.

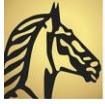
**The Importance of Know Your Customer (“KYC”)**

At SB we only offer our services (e.g., issue of guarantees) to legal entities (individuals or corporate) who have become shareholders of SUISSE BANK PLC. A potential shareholder is required to go through a thorough verification exercise so that we can establish that they are legitimate.

Although our shareholders are, in general, introduced through agents, it is SB and not the agent who has the responsibility of verifying the identity and legitimacy of the prospective shareholder. As a number of our agents are located in countries which are regarded for money laundering purposes as higher risk – such as Africa and India – we have adopted a high standard for required documentation before a shareholder application will be accepted. This is detailed in the Shareholder Application Form.

We additionally check all potential shareholder applicants against international sanctions lists. This verification is completed before we accept funds for the purchase of shares.

Our vigilance does not stop upon the admission of a shareholder. Before accepting an application from a shareholder for a guarantee or similar Guarantee, we require documentary proof from the shareholder of the legitimate commercial nature of the business or contract which is to be guaranteed. This is because we recognise that the risk to SB of being used for improper purposes as described in the examples below.



## Practical Guidance on how to detect and deter Financial Crime

It is trite (but true) to say that someone who is intent on illegal activity such as money laundering will not introduce themselves to us in those terms. Whilst generalisations are not always useful, red flags to a suspicious transaction or illegal activity can include:

- Lack of obvious commercial rationale
- A “front man” or “front company” who doesn’t appear in the corporate structure
- Lack of documentary support for a person or transaction
- Excessive concern about secrecy, especially surrounding source of funds.

**Example 1:** Imagine that SB is approached by a shareholder (properly verified by us) who now wants a commercial guarantee but cannot produce a third-party contract.

- Before entering into the transaction, we need to verify the legitimacy of the proposed transaction whether directly or through our or their professional advisors.  
**Why?**
- Because the Applicant is keen to enter into a transaction with us to pay a premium for a guarantee but can’t show why he needs it – the transaction doesn’t make obvious commercial sense.

**Example 2:** Imagine that the guarantee is called by the Beneficiary and the Applicant is eager to pre-fund the guarantee in full.

- The Applicant may have spotted a market opportunity that we haven’t seen or is not available to us or they may be “Layering” - using dirty money to buy a clean asset which they can sell on in return for clean money. The Applicant pays SB the guarantee money (which they had all the time); SB pays the Beneficiary with its own clean money and the money is successfully laundered.

## Record Keeping

SB recognises the importance of keeping full and accurate records of the steps taken by us to verify our Shareholders and Applicants. All original documentation is maintained in paper or electronic form for as long as a person remains a shareholder and for 6 years thereafter.



### **Reporting Suspicions to Management**

The JMLSG Guidance emphasises the responsibility of senior management in promoting an effective policy of financial crime prevention. At SB, the Money Laundering Reporting Office ("MLRO") is a member of senior management with the specific responsibility of overseeing the implementation of our policies to prevent financial crime. The MLRO reports directly to the Board of SB.

The Banking Institution and each individual member of staff are required by law to report suspicious transactions, via the firm's MLRO, to the UK Financial Intelligence Unit, which is located within the National Crime Agency.

The individual obligation is satisfied by promptly reporting your suspicions to the MLRO.

### **Training for Staff**

SB is responsible for making sure that our staff:

- know what money laundering is and how we might be used to facilitate this,
- understand the need for vigilance in the Shareholder and Applicant take on processes,
- know how to identify and report suspicious transactions.

With this in mind we conduct periodic refresher training for our staff.

The MLRO or other senior management are on hand to answer any questions or deal with concerns on this topic.