



NO.: SBW

(to be issued by SUISSE BANK PLC)

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

[joint applicants must each complete a separate application form]

**NOTE: Applications will only be accepted from applicants who are shareholders of SUISSE BANK PLC ("SB" or the "Banking Institution").**

The Applicant requests the Banking Institution to issue a Warranty in accordance with the following instructions, terms and conditions:

TERMS OF WARRANTY:		
Currency:	Amount:	Expiry Date:
<input type="checkbox"/> EUR <input type="checkbox"/> USD	<input type="text"/>	<input type="text"/>

APPLICANT	
IF THE APPLICANT IS A COMPANY:	IF THE APPLICANT IS A PERSON:
<input type="text"/>	<input type="text"/>
Company Name	Surname, Forename(s)
Street / Building No.:	<input type="text"/>
Postal Code / City:	<input type="text"/>
Country:	<input type="text"/>
Phone Number:	<input type="text"/>
Fax Number:	<input type="text"/>
E-mail:	<input type="text"/>
<p>The Applicant is a Shareholder of SB at the date of the Application and there has been no material change in the information provided by the Applicant to SB on the Shareholder Application Form. The Applicant is not a resident of the Union of the Comoros.</p>	
<input type="text"/>	
<b>SIGNATURE OF APPLICANT</b>	

SIGNATURE OF APPLICANT



<b>BENEFICIARY</b>	
<p>IF THE BENEFICIARY IS A COMPANY:</p> <div style="border: 1px solid black; height: 50px; width: 100%; margin-bottom: 5px;"></div> <p>Company Name</p>	<p>IF THE BENEFICIARY IS A PERSON:</p> <div style="border: 1px solid black; height: 50px; width: 100%; margin-bottom: 5px;"></div> <p>Surname, Forename(s)</p>
<p>Street / Building No.:</p>	<input style="width: 100%;" type="text"/>
<p>Postal Code / City:</p>	<input style="width: 100%;" type="text"/>
<p>Country:</p>	<input style="width: 100%;" type="text"/>
<p>Relationship of Beneficiary to Applicant:</p>	<input style="width: 100%; height: 30px;" type="text"/>
<p>Details of contract incl. contract number in respect of which the warranty is requested:</p>	<input style="width: 100%; height: 30px;" type="text"/>
<p>Contact Person [name]:</p>	<input style="width: 100%;" type="text"/>
<p>Phone Number:</p>	<input style="width: 100%;" type="text"/>
<p>Fax Number:</p>	<input style="width: 100%;" type="text"/>
<p>E-mail:</p>	<input style="width: 100%;" type="text"/>
<p>The Applicant has conducted full due diligence on the Beneficiary and confirms that the transaction detailed above represents routine commercial business between the Applicant and the Beneficiary.</p> <p><b>The copy of the contract concerning the transaction is attached.</b></p> <div style="border: 1px solid black; height: 30px; width: 100%; margin-top: 10px;"></div> <p><b>SIGNATURE OF APPLICANT</b></p>	

<b>BENEFICIARY BANK</b>	
<p>Name:</p>	<input style="width: 100%;" type="text"/>
<p>Street / Building No.:</p>	<input style="width: 100%;" type="text"/>
<p>Postal Code / City:</p>	<input style="width: 100%;" type="text"/>
<p>Country:</p>	<input style="width: 100%;" type="text"/>
<p>Account No.:</p>	<input style="width: 100%;" type="text"/>
<p>IBAN:</p>	<input style="width: 100%;" type="text"/>
<p>SWIFT (BIC):</p>	<input style="width: 100%;" type="text"/>

SIGNATURE OF APPLICANT



## TERMS AND CONDITIONS OF WARRANTY

**In consideration of SUISSE BANK PLC ("SB" or the "Banking Institution") issuing or arranging for the issuance of a Warranty in accordance with this Application, the Applicant agrees with the Banking Institution as follows:**

### 1. Definitions

In this document the following words and terms will have the meanings set out below:

**"Agreement"** means the Application Form including these Terms and Conditions of the Warranty;

**"Applicant"** means the party requesting the Warranty;

**"Application"** means the Application for a Warranty;

**"Beneficiary"** means the party in favour of whom or which the Applicant has requested the Banking Institution to issue the Warranty; and, in the case of a transferable Warranty, each transferee designated by the Beneficiary. **Beneficiary** means the party in favour of whom or which the Warranty has been issued;

**"Beneficiary Bank"** means the bank designated by the Beneficiary to receive the Warranty;

**"Warranty"** means the Warranty issued by the Banking Institution pursuant to the Application;

**"Drawing"** means any demand or request for payment under the Warranty, in accordance with the provisions of the Warranty;

**"Banking Institution"** means SUISSE BANK PLC;

**"Indemnity"** means the indemnity given by the Applicant(s) to the Banking Institution as a condition of the Application, the terms of which are contained in this Agreement;

**"Shareholder Agreement"** means the agreement between the shareholders of SUISSE BANK PLC entered into by the Applicant.

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## 2. Authorization to Pay

- 2.1 The Banking Institution is irrevocably authorized and directed to pay any Drawing requested by a Beneficiary up to the maximum amount and in the currency specified in the Warranty. The Banking Institution may effect such payment without reference to, confirmation of or verification by the Applicant, it being expressly agreed that any Drawing shall be, as between the Applicant and the Banking Institution, the Banking Institution's irrevocable and sufficient authority for making payment under the Warranty.
- 2.2 In the case of variance between documents required under the Warranty and those presented by a Beneficiary, the Applicant shall be deemed to have ratified and confirmed the Banking Institution's acceptance of the documents so presented as complying with the Warranty and to have waived any right to object to variance from the documents required under the Warranty.

## 3. Fees and Payments

- 3.1 The Applicant agrees unconditionally and irrevocably to pay all amounts paid and expenses incurred (including but not limited to Drawings, fees, commission, interest, costs and charges) by the Banking Institution as a result of the issuance of a Warranty in accordance with this Application.
- 3.2 The Applicant shall pay the Banking Institution on demand its fees in respect of the Warranty or in respect of services in relation to the Warranty set out in **Schedule 1** to this Application.
- 3.3 In consideration for the acceptance of the Application by the Banking Institution, the Applicant will pay a non-refundable fee in the amount set out in **Schedule 1** to this Application.
- 3.4 If the applicant wants to cancel the application for the issuing of the Warranty after the payment of the fees, the fees shall not be reimbursed by the Banking Institution but offset as a down and/or advance payment for the issuing of the following financial instruments.
- 3.5 The Applicant will prepay or reimburse the Banking Institution on demand, as the Banking Institution may require in its absolute discretion, all amounts paid and expenses (including but not limited to Drawings, fees, commission, interest, costs and charges) incurred or to be incurred by the Banking Institution in connection with the Warranty.
- 3.6 Each prepayment or reimbursement shall be in the currency in which the Banking Institution is to make, has made or may be called upon to make payments under the Warranty.
- 3.7 **Overdue amounts:** If the Applicant fails to pay to the Banking Institution any amount due and requested in writing within seven days of such request, then the Applicant agrees to pay interest at 3% per month on the overdue amounts.

SIGNATURE OF APPLICANT



**4. Indemnity**

- 4.1 **The Applicant (and if there is more than one Applicant, then each Applicant jointly and severally) agrees unconditionally and irrevocably to fully indemnify and hold the Banking Institution harmless from all losses, damages, costs, demands, claims, expenses (including but not limited to Drawings, fees, commission, interest, costs and charges) and other consequences which the Banking Institution may incur, sustain or suffer, other than because of its own negligence or willful misconduct, as a result of accepting the Application, arranging, issuing or amending the Warranty or enforcing or protecting its rights pursuant to this Agreement (the "Indemnity").**
- 4.2 **The Indemnity includes, without limitation, all legal and other professional expenses incurred by the Banking Institution howsoever incurred, in connection with the Agreement.**
- 4.3 **This Clause 4 shall survive the termination of the Agreement.**

**I agree to the Terms of the Indemnity.**

**SIGNATURE OF APPLICANT**

**5. Third-Party Issuance of Warranty**

- 5.1 The Banking Institution is authorized to arrange for the issuance of the requested Warranty by any other institution of its choice (the "Third-Party Issuer"), whether or not a connected company with the Banking Institution, against the Banking Institution's Warranty.
- 5.2 The Applicant agrees that the Banking Institution shall not be liable for any act or commission of the Third-Party Issuer.

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**6. Issuance of and Consequences of Non-Acceptance of Warranty**

- 6.1 The Banking Institution will ordinarily issue the Warranty (or arrange for issuance by a Third-Party Issuer) within 5 banking days of the Applicant paying all fees and fulfilling all Applicant conditions for the issuance of the Warranty set out in this Agreement. The Banking Institution has no control over whether or when the Warranty will be received by the Beneficiary Bank and makes no representations or guarantees that the Warranty will arrive at the Beneficiary Bank by any specific date or at all.
- 6.2 The Applicant understands and acknowledges that the Banking Institution has no control or influence over the acceptance of the Warranty. In the event that the Beneficiary and /or the Beneficiary Bank refuse to accept the Warranty, the Banking Institution shall have no liability whatsoever for any financial or other costs incurred by the Applicant including any non-refundable commission or fees paid by the Applicant to the Banking Institution.
- 6.3 The Applicant understands and acknowledges in the event that the Beneficiary and/or the Beneficiary Bank refused to accept the Warranty the file is closed.

**7. Source of Funds**

The Banking Institution is committed to the prevention of financial crime through money laundering or the financing of terrorism or fraud. The Applicant has read SB's Policy for combating financial crime (the "Policy") contained in **Schedule 2** of the Agreement and confirms that all funds paid or to be paid by it to the Banking Institution are from legal sources and not from any criminal sources or activity or otherwise in contravention of the Policy.

**I have read the Policy and confirm that all funds paid or to be paid by us to the Banking Institution are from legal sources and not in contravention of the Policy.**

**SIGNATURE OF APPLICANT**

SIGNATURE OF APPLICANT



**8. Responsibility of Banking Institution**

- 8.1 The Applicant agrees that the transmission of all instructions and/or all correspondence in connection with the Warranty shall be at the risk of the Applicant.
- 8.2 The Banking Institution (including its staff and representatives) are not responsible for (i) any failure by the Banking Institution's agents or correspondents to carry out their instructions; (ii) any loss or delay in transit, in transmission or in the mail of the Warranty, or any amendments or communications in connection with the Warranty; or (iii) any loss arising out of the interruption of business by acts of God, riots, civil commotions, insurrections, wars, labour disputes, or any other cause beyond the control of the Banking Institution.

**9. No Obligation to Issue Warranty**

Nothing herein shall oblige the Banking Institution to issue its Warranty or to arrange for the issuance of a Warranty by another institution.

**10. Joint and Several Liability**

If the Application is made by more than one Applicant, then the liability of the Applicants shall be joint and several.

**11. 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.

SIGNATURE OF APPLICANT



**12. 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.

**13. Language**

The English language version of this Agreement and all related or supporting documents completed by the Applicant and the Banking Institution are the final and binding version. Any documents provided by the Banking Institution in any other language than English are for information only and are not legally binding.

**The Applicant has read and agrees to be bound by the Terms and Conditions of the Warranty.**

SIGNATURE OF THE APPLICANT:

NAME OF SIGNATORY:

Date:  Place:

**Application for Warranty received by the Banking Institution.**

Signature:

Name:

Date:  Place:

SIGNATURE OF APPLICANT





**Schedule 1**

**Banking Institution Fees and Charges**

<b>Item:</b>	<b>Non-refundable fee</b>
<b>Currency:</b>	<input type="checkbox"/> EUR <input type="checkbox"/> USD
<b>Fee Amount:</b>	<input type="text"/>
<b>When payable:</b>	<b>Upon acceptance of the Application and issuing of the Invoice by the Banking Institution</b>

SIGNATURE OF APPLICANT



## 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.

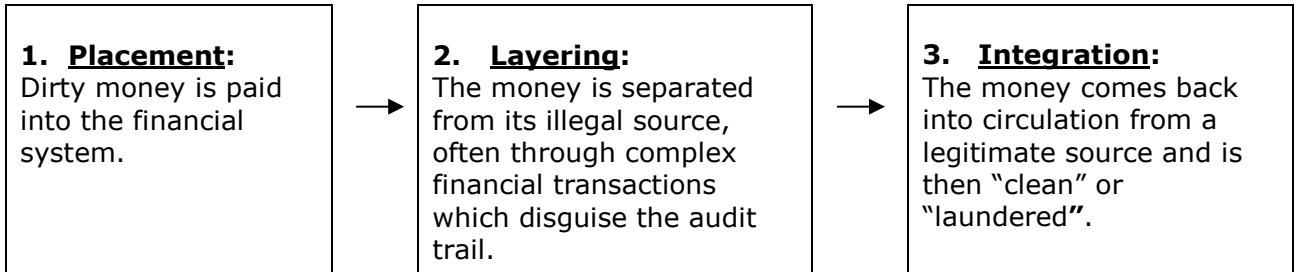
Further information in this regard which forms the basis of SB's policy can be found at the below link: [FATF 40 Recommendations and FATF 9 Special Recommendations](#).

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**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.

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### 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.

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### **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.

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