



SUBACCOUNT UPGRADE APPLICATION FORM LOYAL BANK

Please note that only fully completed, duly signed, English language forms, accompanied by all required documents will be processed. For language aid on completing the application form, please refer to Loyal Bank website.

Please complete the form electronically or in block letters.

For fees please always consult our web site www.loyalbank.com

1. **Authorised person's name** (First/Family with prefix: Mr, Ms or Mrs)

The name and number of the account you wish to upgrade:

2. **Please select only one preferred language to communicate with LBL**

English	<input type="checkbox"/>	Russian	<input type="checkbox"/>	Spanish	<input type="checkbox"/>	Portuguese	<input type="checkbox"/>
Japanese	<input type="checkbox"/>	German	<input type="checkbox"/>	French	<input type="checkbox"/>	Slovak	<input type="checkbox"/>
Czech	<input type="checkbox"/>	Chinese	<input type="checkbox"/>	Polish	<input type="checkbox"/>	Italian	<input type="checkbox"/>
Serbian	<input type="checkbox"/>	Croatian	<input type="checkbox"/>	Romanian	<input type="checkbox"/>		

3. **Details of the person authorised for operating the account**

Name at birth

Nationality

Date and place of birth

Passport/ID number and expiry date

Street and number¹

City and postal code

Country

Phone number

Email address

¹ Your full street address is required (if any). A P.O.Box alone is not accepted in case of courier service.

Are you a Senior Political Official or Civil Servant?

Yes No Family or close associate is

If yes or family/close associate is, please specify

4. **Do you have a Digipass?** Yes No

If no, do you require one²? Yes³ No

If you require one now, how do you want us to deliver it? courier registred airmail

5. **Are you employed?** Yes No

If YES, please provide your employer's name, address and web site (if any)

Occupation:

6. **Are you self-employed?** Yes No

If YES, please describe self-employment and occupation

7. What would be the source of funding to the account?

8. Purpose or use of the account⁴:

9. Main parties who may make transfers to the account/ to whom you may make transfers from the account

10. Estimated annual turnover on the account (in USD):

Required documentation in addition to this form

- 1. Original bank reference from another bank.⁵
- 2. Specimen signature form.

² Please note that if you want to do outgoing transfers from your account or you intend to use the standing order function on NetBank, then Digipass is mandatory to have.

³ If you request the Digipass now, some fees of your account will change, on top of the immediate costs to be paid for the Digipass and courier. For more information please call Customer Service.

⁴ E.g. private savings, patrimony, bonus, buying gold, investment dividend, etc

⁵ The bank reference can be replaced with the last three months' bank statements.

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If this application is submitted for a new subaccount than the following documents are also requested.

3. Notarised copy of your passport or other acceptable ID (the page with photo and signature). A notarised copy of your driver's license if you are a US or Canadian citizens.⁶
4. Original of certified/notarised copy of a recent Utility Bill or Bank Statement⁷ in your name, showing the private address used in this application⁸.

Please note that Loyal Bank reserves the right to ask for the above documents at any time.

Please scan and email all these documents to applications@loyalbank.com so that we can review them before the hard copies are sent to our Head Office in St Vincent.

General Terms and Conditions

At the request of the Account Holder, and subject to satisfactorily completing its due diligence procedures, the Bank agrees to open and, subject to the following terms and conditions, to maintain, a Current Account in the name of the Account Holder, in one or more of the currencies offered by the bank.

For its part, the Bank undertakes as follows:

1. To handle, record and hold the **Account Holder's** funds, and subject to available cleared balance, to fulfil payment orders which are correctly prepared and submitted with authorization through use of the electronic identification device provided by the **Bank**, (Digipass). The **Account Holder** may obtain information of credits and debits recorded on the Current Account together with the closing balance thereof through the Internet Bank.
2. The standard validity of any bankcard is three years from the data of issue. Unless the cardholder gives notice in writing requesting cancellation of the card at least sixty (60) days before the expiry date, the **Bank** will provide the **Account Holder** with a new bankcard having the same parameters and facilities but with a new expiry date. Lost, damage or stolen cards are replaced by the Bank irrespective of their expiry date.
3. The Bank is entitled to the suspend or cancel bankcard in the following cases:
 - a) if the **Bank** receives information about the loss or theft of the card;
 - b) if the **Account Holder** or the Card Holder do not comply with the terms of the present contract;
 - c) if the current contract is terminated;
 - d) if the bankcard became invalid or unusable and the application for a supplementary card although given, was not received by the Bank

⁶ Any ID submitted should be valid for at least a further 6 months from the submission date. Please make sure that you submit the copies of the same ID you referred to in this application form.

⁷ Your bank statement as proof of address and the bank reference letter should be from different banks..

⁸ This should not be older than 6 months.

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4. To fulfil payment orders up to the available Current Account balance, subject to blocking such proper part of the daily account balance as is required to cover expected bank charges, as laid down in the Bank Account Conditions (minimum blocked amount)
5. The Bank shall not be responsible for any legal dispute between the **Account Holder** and the additional cardholder concerning the bankcard of the Current Account.
6. To open other accounts for handling the **Account Holder's** funds (e.g. a deposit account) with the exception of accounts which are not at the **Account Holder's** disposal (e.g. security deposit account). Such accounts can only be debited by the Bank under the instructions of the **Account Holder**.
7. To fulfil the **Account Holder's** orders with due care and attention and in such an appropriate manner as it may at its own discretion – at the **Account Holder's** risk and expense. The place of order fulfilment in connection with any account held by the **Bank** shall be deemed to be the registered Office of the **Bank** in St Vincent.
8. To keep all data at **the Bank's** disposal relating to the Account Holder or the Account Holder's contracts with the Bank strictly confidential, within the rules of the relevant jurisdiction.

For his/her part, the Account Holder undertakes as follows:

1. To provide the **Bank** at the time of contract signing with the name, identification data and specimen signature of all persons authorized to act upon the bank account of the **Account Holder**. The **Bank** will treat specimen signatures as valid until such time as the **Account Holder** withdraws them in writing.
2. Responsibility for all instructions relating to the card, especially to the proper use of the bankcard, and to continuously maintain such balance on the Current Account as is necessary to cover the card transactions and related charges and fees.
3. To forward any additional card holder(s) their bankcard(s) and other banking materials delivered to the **Account Holder**; to provide such cardholder(s) with information necessary for the proper use of the bankcard and to represent their interests and act on their behalf (if needed).
4. To immediately notify the **Bank** of all changes of his/her/its name, real address, mailing address or any other relevant data. In the event of loss or theft of the bankcard, to inform the **Bank** as soon as possible in order that card stoppage may be effected. Each cardholder is entitled to stop his/her card on his/her own, without permission of the **Account Holder**.
5. The Account Holder is fully aware of applicable Laws, Rules and Regulations and that his/her account held with the Bank is not used for money laundering, terrorist financing, fraudulent activities, financial crime or any other criminal offences and he/she understands that the Bank may unilaterally freeze or terminate the account if this is found to be contravened.

Other Terms and Conditions:

1. This contract comes into force at signing by both of the Parties.
2. The **Bank** is entitled to remedy any possible incorrect credits or debits arising through misunderstanding without special instruction from the **Account Holder**. Recording of such corrections arising from accidental mistake is free of charge.
3. The **Bank** is not responsible for losses or damage occurring as a result of military force, political intervention, and prescriptions of domestic or foreign authorities or events occurring as a result of catastrophe or Act of God. If the **Account Holder** supplies false or erroneous data for fulfilment of

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his/her/its contractual liabilities (or for data processing) then the Bank shall not be liable for any resultant damage caused.

4. By his/her signature the Account Holder acknowledges the Bank's authority to obtain independent verification of any information provided in this Contract and its enclosures.
5. The Account Holder acknowledges that all credits to the account are and will be beneficially owned by the Account Holder.
6. By his/her signature, the **Account Holder** and additional card holder confirms awareness of the following information materials:
 - a. Business Rules and Regulations
 - b. Bank Account Conditions
 - c. Fees and Charges
 - d. Web site information
7. The **Account Holder** may obtain information about the fixed and variable conditions of maintaining the current and other bank accounts including applicable rates of interest together with commissions, charge and costs debited by the **Bank** in the Public Notice. The **Bank** reserves the right to modify conditions specified in the Bank Account Conditions at any time.
8. This contract will remain in force until terminated. The contract may be terminated by either party serving 30 days written notice upon the other and is subject to satisfactory settlement of the account.
9. All matters not regulated in this contract are subject to the provision of the Bank's Business Rules and Regulations, Bank Account Conditions and St. Vincent and the Grenadines International Banks Act, 2004. Applicable law concerning interpretation and enforcement of the contract shall be the law of St. Vincent and the Grenadines. The responsible judicial court is the High Court of Justice, Kingstown, St. Vincent.

Declaration by the Account Holder:

I declare that I am not involved in any criminal, money-laundering or terrorist activity and the funds that are and will be held on my Loyal Bank account, are not derived from gambling, gaming, adult entertainment or any illegal activities and that the above information provided is true and correct. I accept that Loyal Bank will report to the local authorities any illegal financial activity or account behaviour related to the above range of activities. I have read, understood and accept these general terms and conditions.

St Vincent and the Grenadines

Date:

For and behalf of the Bank

.....

Authorized Signatory

Account Holder's name in block letters

.....

Account holder's Signatory⁹

⁹ Only the signature of the authorised person is accepted. Please note that by signing this form you also accept the general business terms and conditions of Loyal Bank Limited. These terms and conditions are listed on the last page, please carefully read them before signing the form