



Banque des Mascareignes

To: The Manager
 Banque des Mascareignes
 Global Business Unit
 Maeva Tower, 9ème étage,
 Cnr Silicon Avenue & Bank Street,
 Cybercity, Ebène 72201 – Ile Maurice

Date:

BUSINESS CUSTOMER/ OTHER INSTITUTIONS

Limited Company

Partnership

Sole Proprietorship

ACCOUNT OPENING FORM

Global Business Company/International Company

Others (Please specify)

NOTE: 1. Please complete Parts A, B & C.

2. Please



where applicable and complete this form in BLOCK LETTERS.

3. * Please delete whichever is not appropriate.

For Bank Use Only	
Customer Number	Bank Authorised Signature Only
Account Number	
IBAN	

Part A - Customer Information

Customer's Name		
Registration No./Identity Document Type & No. Business Registration No (BRN): Citizen of USA Yes NO Taxpayer in USA Yes NO Countries of Operation/ Purpose of opening account and source of funds/	Nature of Business/Industry	Country and Date of Incorporation/Registration

Registered Address Correspondence Name and Address	Telephone Number:
Person to Contact: _____	Fax Number:
<i>Unless otherwise specified, correspondence will be sent to you by post</i>	E-mail Address:

Factory/Principal Office Address (complete only if different from Correspondence Address) Telephone Number: _____ Fax No: _____	Details of Introducer Name : _____ Account Number : _____ Address : _____ Telephone Number : _____ Signature : _____
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Please complete as appropriate

1. Details of present Bankers

Bank/Branch : _____ Account Number : _____

2. Are you a Subsidiary/Associate of another organisation?

Subsidiary of (i.e. owned more than 50%) _____

Associate of (i.e. owned 20 - 50%) _____

No

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Part B - Account Opening

Type of Account Required	For Fixed Deposit Accounts Only
<input type="checkbox"/> Fixed Deposit Account <input type="checkbox"/> Call Account <input type="checkbox"/> Savings Account <input type="checkbox"/> Others	Period of Fixed Deposit: Amount :

Currency of Account
<input type="checkbox"/> EUR <input type="checkbox"/> GBP <input type="checkbox"/> USD <input type="checkbox"/> Others (Please specify _____)

For Statement Savings and Call Accounts Only	Collection Of Statement:
Type of Statement Required <input type="checkbox"/> Regular Statement (i.e. a separate statement for each account). Please refer to Clause 3 in General Conditions. A copy of your account statement will be provided monthly. Statement Frequency Number of Copies Additional mailing address (if required)	By Hand delivery <input type="checkbox"/> By Post <input type="checkbox"/> At Bank Personally <input type="checkbox"/> By 3 rd Party (Please specify address)

Mode Of Operation Of Account

<input type="checkbox"/> Singly <input type="checkbox"/> Others (Please specify)
<input type="checkbox"/> Jointly

Part C - Customer Signature(s) / Chop(s)

Please open a Business/ Other Institutions Account in our name as detailed above.

We have taken cognizance of the General Terms and Conditions which are applicable all accounts opened with Banque des Mascareignes, and agree to comply with them.

We hereby confirm that the details given above are correct and that accounts which were operated by us in other banks were not closed for unsatisfactory operations.

_____ Signature and/or Chop (A)	_____ Signature and/or Chop (B)
_____ Signature and/or Chop (C)	_____ Signature and/or Chop (D)

This form should be signed **in accordance with the mandate.**

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Part D – Beneficial Owner/Directors/Shareholders/Authorised Signatories Profiles

	1	2	3	4
ID				
Name				
Category *				
Date of Birth				
Marital Status				
Residential Address				
Mailing Address				
Phone No.				
Mobile Phone No.				
Profession				

* Choose from Beneficial Owner, Director, Shareholder or Authorised Signatory. If other, please specify relationship.

For Bank Use Only

Sector	<input type="checkbox"/> Mandate	Processed by :
	<input type="checkbox"/> Board Resolution	
	<input type="checkbox"/> Certificate of Incorporation	Authorised by:
Sub Sector	<input type="checkbox"/> Memorandum and Articles of Association/Constitution	
	<input type="checkbox"/> Business Plan	Account opened on :
	<input type="checkbox"/> Other Documents	
	(i)	
	(ii)	
	(iii)	
	(iv)	
	(v)	
	(vi)	
Telecommunications / Cheque / Draft Indemnity	Held / Not Held	

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	CHECKED BY	

GENERAL CONDITIONS

1. Call accounts are non interest bearing. However interest may be payable on these accounts subject to prior arrangements. Such interest will be paid quarterly / monthly to the account. Balances overdrawn will be charged interest at the ruling prime/base rate for the specific currency plus a margin of 5% per annum. Any debit interest will be capitalised monthly.
2. Payments can be effected through this account by telegraphic transfers and bank drafts.
3. A monthly statement of account is forwarded to the customer at the beginning of each month. The items and balance on the statement should be verified and any queries directed to the Bank within one month as from the date of despatch of the statement.
4. Documents required for Account opening (Indicative checklist)
 - Certified copy of Board Resolution authorizing opening of the account, authority to operate, etc
 - Certified copy of GBL Category 1 or 2 or Freeport certificate.
 - List of directors and secretary/Info Memo/Registers
 - Business Plan of the Company including nature and estimated annual volume of transaction and likely amounts of individual transactions passing through the account
 - Declaration of beneficial ownership
 - Eligible Introducers Certificate or Group Introducers Certificate.
 - Copies of current certified Passport/Identity Card with clearly legible photographic image of all owners, beneficial owners, authorized signatories and directors
 - Proof of Residential Address (within 3 months) of all owners/beneficial owners, e.g. copy of a Bank Statement, copy of a utility bill, etc.
 - Bank Reference from a Reputable Bank on all owners/beneficial owners.
 - Profile of beneficial owner/ Directors (profession, cv). In case beneficial owner is a company, additional copy of documents is required. (e.g. M&A, Cert. of Incorporation , annual report, website)

INSTRUCTIONS

5. The Bank shall not be required to make a more searching identity check, once it receives a document signed in conformity with the specimens deposited with it. The signatures notified to the Bank in writing shall be the only ones recognised by the Bank until it has been notified in writing of their cancellation.
6. Funds are available two working days after actual receipt of funds by the bank. Drawings against cheques and drafts deposited in the account will be possible only after such effects have been cleared. In the event of cheques being returned unpaid, the Bank reserves the right of recourse to the customer. Any charges levied by intermediary banks are for the account of the customer.

All payments are effected value two working days after actual debit to customer's account.
7. If the Bank is given various instructions by the customer, the total amount of which exceeds the available balance on the account or credit limit granted, the Bank shall be entitled to determine at its own discretion which instructions should be executed, regardless of the date which they bear or that on which they were received.
8. The Bank may at any time, without notice to the customer, combine or consolidate all the customer's accounts and set off or transfer any sum or sums standing to the credit of any one or more or such accounts in or towards the satisfaction of the customer's liabilities to the Bank or any other account or in any other respect whether such liabilities be actual or contingent, primary or collateral, several or joint.
9. In the event that the Bank accepts orders/instructions over the telephone, or by fax, the customer agrees that such orders/instructions shall be carried out for the customer's account at his own risk. The customer agrees as per the Indemnity Letter, to bear all consequences thereof including those attributable to disagreeing errors or duplications.
10. The customer agrees that overdrafts shall not be allowed unless prior arrangements have been made. The customer agrees that payment/transfer instructions shall not be processed unless there are sufficient funds available, subject to the minimum balance requirement being observed.
11. The customer agrees that the Bank shall not be liable for delays or errors in carrying out instructions which arise as a result of incorrect, incomplete, misleading or contradictory details of accounts or account numbers in transfer instructions.

TARIFFS AND CHARGES

12. The customer agrees that the Bank is entitled to charge the customer for services in particular interest, fees, commission, expenses and disbursements.
13. Charges are as per the bank's standard tariffs and charges (attached), which may be amended by the bank from time to time. The bank shall decide in what manner these alterations will be brought to the customer's notice. For services which are not listed in the bank's standard tariffs, charges will be advised on request.
14. The Bank shall enter in the customer's account the customary commission and periodic charges at the end of the month, quarter, semester or year at its discretion, or on the date set by it in the event of the termination of the relationship. It reserves the right to alter the rate of interest and commission at any time, according to prevailing market circumstances. The customer will be notified thereof by letter or any other suitable means.
15. The customer agrees that all expenses and disbursements in his interest in particular for legal and other professional fees may be charged by the bank to the customer's account.

OBJECTIONS

16. The customer shall verify the correctness of each statement and balance of accounts received from the Bank and shall notify the Bank in writing of any objections relating to the statements and balances of accounts by registered mail at the latest within 30 days following the date of despatch. The statement and entries therein (except for any alleged error so notified) shall be conclusively considered as correct between the Bank and the customer.

COMPLAINTS PROCEDURE

17. The customer can make a complaint to the bank by one of the following means:
 - (i) by contacting its account executive;
 - (ii) the manager of the branch ;
 - (iii) by email sent to the following address : src@bm.mu or by calling on the following number : 207 1000
 - (iv) The customer's complaints desk is also available to handle any complaint made by the customer

The customer may refer the matter to the Bank of Mauritius if the bank has not replied to his complaint within a delay of three months

OUTSOURCING

18. The customer agrees that the bank may outsource some of its services within specialised entities of the group BPCE IOM or any other service provider. The bank will undertake all necessary due diligence on these companies and will ensure that customers are provided with a service of the highest standards at all times.

CLOSING AND TRANSFERRING OF ACCOUNTS

19. The customer can close the account at any time subject to a 7 day notice, upon receipt of a written request (board resolution for a company).

The bank can take actions to close the account immediately without notice in the following cases:

- (i) The customer is using threatening and abusive behaviour towards staff members of the bank;
- (ii) The bank has reason to believe that the customer's account is being used for fraudulent and/or illegal purpose;
- (iii) The account is not operated satisfactorily;
- (iv) The customer has provided false information when applying for an account;
- (v) The customer has been in serious or persistent breach of any conditions which apply to an account.

The bank reserves the right to close the account and cancel any cards if applicable.

MCIB

20. In the course of providing its services, the bank may need to check client information on the MCIB (Mauritius Credit Information Bureau) as required. This shall be deemed to have the approval of the customer who shall hold the Bank harmless from and against any claims, actions, damages, losses, costs, liabilities or expenses whatsoever, including reasonable attorney's fees

PERFORMANCE OF DUE DILIGENCE BY THE BANK

21. While the bank has an agreement with the customer, the bank has the right to verify that the customer is entitled to initiate the requested transaction and to check the data registered with the bank. Provides these requests are reasonable, the customer cannot object to these control procedures. If the customer does not comply with such a request for supplementary information or verification including additional documentary evidence and invoice, the Bank is entitled to refuse any order and may ,if deemed fit, terminate the agreement

APPLICABLE LAW AND JURISDICTION

22. The present agreement shall be governed and construed in accordance with the Laws of Mauritius.
The parties hereto agree that any legal action or proceeding arising out of or in connection with this agreement shall be submitted to the jurisdiction of the Courts of Mauritius.

AMENDMENTS IN GENERAL TERMS AND CONDITIONS

23. The bank may modify the present general terms and conditions or vary or withdraw features its services The bank will give reasonable notice of any changes, by any suitable means, to ensure that the customer has an opportunity to take any action, as appropriate.

Terms and Conditions for Operating Deposit Accounts

24. Interest for funds placed on fixed term is linked to the international money market rate and is paid at the end of the period for which the funds are placed.
25. Withdrawal of funds before maturity date of the term will be subject to an administrative fee of USD 50 and any cost incurred by the bank in breaking the deposit.
26. On maturity of the deposit and in the absence of written instructions relating to its renewal, no interest will be paid for any period after the date of maturity of the deposit. Renewal instructions should reach the bank at least three business days before maturity date of the deposit.
27. The customer hereby states that he has read these general terms and conditions and agrees to their content.

Signature(s)
Secretary/Managing Director
For

Banque des Mascareignes
Maeva Tower, 9ème étage,
Cnr Silicon Avenue & Bank Street,
Cybercity, Ebène 72201 – Ile Maurice

Date:

Dear Sirs

Re: Accounts relating to Number

1. (i) Whereas in the matter of operation of our above mentioned accounts held with Banque des Mascareignes (hereinafter referred to as the Bank), it is from time to time necessary for us to give to the Bank instructions in relation to the said accounts.
- (ii) Whereas it is more convenient for us to give to the Bank such instructions by fax message.
- (iii) Whereas at our request, the Bank has agreed to act upon such instructions, provided we give authority and furnish indemnity to the Bank in the manner set out herein below.
2. In the circumstances, we hereby authorise the Bank, in respect of the above mentioned accounts, to act on our instructions transmitted to the Bank by fax message; it being well understood that the Bank and/or its directors and/or its employees shall not, under any circumstances, be responsible towards any person (either us or third parties) by reason of having acted in accordance with our fax message.
3. In consideration of the Bank acting on instructions issued to it by fax message as aforesaid, we..... for ourselves, our successors and assigns agree and undertake to indemnify and keep indemnified, the Bank, its successors, and assigns from time to time and at all times, from and against:
 - (a) all claims, demands, actions, suits and/or proceedings that may be made or preferred or taken against the Bank and/or its directors and/or employees by reason of it having acted on the basis of instructions issued by us by fax message, and
 - (b) all losses, damages or prejudice that may be caused and/or suffered by the Bank and all costs, charges, commissions (including attorney's commissions) and/or expenses that may be required to be incurred by the Bank in the premises aforesaid.
4. In case we send the original of the fax to the Bank, we undertake to conspicuously mention on the face of the said originals that it only constitutes a confirmation of the order contained in the fax. However, should we fail to mention the same on the original and if the Bank executes the order, a second time after having already acted on the instructions given by fax, we discharge the Bank of all liabilities.

(CUSTOMER'S SIGNATURE)

SIGNATURE

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	CHECKED BY	

From :

Address :

Date :

To The Manager

Banque des Mascareignes

Maeva Tower, 9ème étage,

Cnr Silicon Avenue & Bank Street,

Cybercity, Ebène 72201 – Ile Maurice

Dear Sir

Until further notice please accept this as my/our authority instructing you to negotiate all cheques payable abroad, to the credit of my/our account (without recourse in the event of non-payment), which may have been sent to you from time as if this General Collection Order had been enclosed with each such cheque and expressed to it.

It is understood that negotiations are handled only on the terms that you are not liable for loss, damage or delay however caused which is not directly due to the negligence or default of your own Officers or Servants.

It is further understood that all such negotiations shall be subject to the current Uniform Rules for Collections as set out in the International Chamber of Commerce Publication Number 522.

Yours faithfully

Authorised Signatories

Date:

INFO MEMO

	Family Name / Company name	First Name	Residential Address
Shareholders			
Beneficial Owner			
Directors			
Authorised Signatories			

Signed:

Company Seal:

Date:.....