



Organisation/Entity (Any natural person in the organisation/entity is subject to Kina Bank ID requirements)						
Full Name	Shareholding %	Incorporation Registration Number	Name of Natural Person	Nationality	Gender	Country of residence

Foreign Ownership:

PNG Ownership:

## SECTION 5 CUSTOMER INCOME AND ACCOUNT ACTIVITY

### Primary Source of Income

Savings/Investments Income    Proceeds from Sale of Assets    Government Benefits/Pension

Business Proceeds    Other\*   \*If Other (please state):

### Purpose of Account

Borrowing In-Country    Facilitate loan proceeds and payments    Business    Investment    Other\*

\*If Other (please state):

### Expected Transaction Types

Cash Deposits    Domestic Transfers    Clearing Cheques    Cash Withdrawals    International Transfers  
 Loan Payments    Cheque Withdrawals    Foreign Currency Exchange    Other\*

\*If Other (please state):

### Expected Transaction Activity (Per Month):

Domestic: Average number of transactions

0-55    51-100    101-150    151 & above

Average Amount (K'000)

0-20    21-50    151 & above

International: Average number of transactions

0-55    51-100    101-150    151 & above

Average Amount (K'000)

0-20    21-50    151 & above

Funds will be REMITTED to (where money will be sent to):

Country:

Frequency:  Weekly    Fortnightly    Monthly

Details:

Funds will be REMITTED from (where money will be sent from):

Country:

Frequency:  Weekly    Fortnightly    Monthly

Details:

## SECTION 6 SIGNATURES AND DECLARATION

I/We hereby:

- Declare that the information provided herein is true and correct.
- Authorise Kina Bank Limited to open an account.
- Acknowledge having received and read the Terms and Conditions governing the conduct of Bank Accounts in my/our name(s).
- Acknowledge having received and read the Terms and Conditions governing the use of Internet and Mobile Banking.
- Agree to be bound by the provisions of the Terms and Conditions and any amendments to the same for any account(s) opened with the Bank now and hereafter.
- Declare that I/we have not committed any act of bankruptcy at the time the account(s) was/were opened.
- Agree to examine and notify the Bank of any errors, irregularities or discrepancies in the statement of account sent to me/us and notify the Bank if I/we fail to receive such monthly statement.
- Give consent to the listed signatories in Section 7 of this form to transact on my/our behalf.

Signed on behalf of Entity Name):

Full name 1:

Position:

Gender:

Nationality:

Primary Identification type:

Primary Identification Number:

Expiry date:

Signature:

Full name 2:

Position:

Gender:

Nationality:

Primary Identification type:

Primary Identification Number:

Expiry date:

Signature:

Full name 3:

Position:

Gender:

Nationality:

Primary Identification type:

Primary Identification Number:

Expiry date:

Signature:

Full name 4:

Position:

Gender:

Nationality:

Primary Identification type:

Primary Identification Number:

Expiry date:

Signature:

Foreign Account Tax Compliance Act (FATCA) applies to US Citizens/Residents  Yes  No

---

## SECTION 7 ACCOUNT SIGNATORIES

Anyone to sign  All to sign  Other\*

\*If Other please specify (provide letter of instruction):

Full name:

Full name:

Position:

Position:

Signature:

Signature:

Date:

Date:

Full name:

Full name:

Position:

Position:

Signature:

Signature:

Date:

Date:

## SECTION 8 ACCOUNT(S) LINKING TO KINA BANK INTERNET

Please list the accounts that the Business would like to link to Kina Bank Internet

### Account 1 - Primary Account

Account Name:

Account No:

Number of signatories required to approve:

### Account 3

Account Name:

Account No:

Number of signatories required to approve:

### Account 5

Account Name:

Account No:

Number of signatories required to approve:

### Account 2

Account Name:

Account No:

Number of signatories required to approve:

### Account 4

Account Name:

Account No:

Number of signatories required to approve:

### Account 6

Account Name:

Account No:

Number of signatories required to approve:

---

## SECTION 9 BUSINESS CONTACT PERSON - ADMINISTRATION

This person must already be identified and verified by Kina Bank in accordance with the law and Kina Bank's identification requirements. If you have not provided your identification details previously, please complete the CI&V Checklist.

Title:  Miss  Mr  Mrs  Other

Surname:

First Name(s):

Date of birth:

Phone:

Mobile:

Email Address:

Functional Title:

You (the business) authorise the person named above to act as the Administrator who will control access to your accounts via Corporate Internet and act as the principal contact for the service.

---

## SECTION 10 DELEGATED USER DETAIL

Please list the individuals who have delegated authority to access and transact on Kina Bank accounts listed in Section 6 of this form using Corporate Internet. Delegated users are restricted to perform transactions within the limits and amounts defined by the Administrator.

### User 1

Surname:

Given Name(s):

Functional Title:

Date of Birth:

Mobile:

Email Address:

### User 2

Surname:

Given Name(s):

Functional Title:

Date of Birth:

Mobile:

Email Address:

**FOR BRANCH USE**

Customer ID place of issue:

Customer Residential Status:  Resident  Non-Resident

Staff related:  Yes  No

Industry Code:

Type of A/C:  C/A  CMA  FDA  S/A  KBA (SME)

Other Information:

Attended by:

Approved by:

Date:

## **TERMS AND CONDITIONS NON-INDIVIDUAL ACCOUNT**

### **1. Authorisation and Request**

- 1.1 I/We authorise and request the Bank to honour and comply with all cheques, drafts, orders to pay, bills of exchange and promissory notes expressed to be drawn, signed, accepted, endorsed or made on my/our behalf drawn upon or addressed to or made payable by the Bank whether my account(s) is/are in credit or in debit or may become overdrawn in consequence or otherwise.
- 1.2 I/We further authorise and request the Bank to honour and comply with any written order to withdraw any or all money on any of my/our account(s) and my/our written instructions to deliver, dispose of or deal with any securities, deeds or documents or other property (including safe deposit boxes and their contents) whatsoever from time to time in the possession of the Bank for my/our account(s) whether by way of security or safe custody or otherwise.

### **2. Banking Charges**

- 2.1 I/We hereby agree that the Bank shall be entitled to charge for any of its services provided to me/us at the rates as notified by the Bank to me/us from time to time or in the absence of such notification, at a reasonable rate. All bank charges when due shall be debited to my/our bank accounts.

### **3. Change of Address, Signature or Particulars**

- 3.1 Any change of address or signature(s) or other particulars that are recorded with the Bank shall be notified to the Bank in writing. All communications including the service of any legal process sent by post to or left at my/our last address registered with the Bank shall be deemed to have been duly delivered to and received by me/us.

### **4. Limitation of Liability**

- 4.1 I/We agree that the Bank shall not be responsible for any direct, indirect, incidental, punitive, special or consequential damages or economic losses incurred by me/us, any Authorised User(s) or any party caused arising directly or indirectly in connection with our Internet Banking & Mobile Banking Service, any instruction and/or this Agreement and I/we shall fully indemnify the Bank and hold the Bank harmless against all losses, costs and expenses which may be incurred by me/us or by the Bank in connection with any or all of the bank accounts whatsoever or the execution by the Bank of any instructions or if any of my/our bank accounts or any part thereof is reduced or frozen by any government or official authority.
- 4.2 I/We further agree that when the Bank incurs liability for or at my/our request, any funds or securities and other valuables deposited with the Bank (whether deposited by way of security, safe custody or for any other specific purpose) belonging to me/us and in the hands of the Bank shall automatically become security to the Bank and the Bank shall have the right to retain such funds or securities and other valuables or any part thereof and even dishonour my/our cheque until the liability is settled.

### **5. Right of set-off**

- 5.1 I/We agree that in addition to any general lien or other similar right to which the Bank as bankers may be enlisted at Law, the Bank may at any time, without prior notice, combine or consolidate any or all of the bank accounts with and the liabilities to the Bank and set-off or transfer any sum or sums standing in the credit of any or all of the bank accounts in or towards satisfaction of any of my/our liabilities to the Bank whether such liabilities to the Bank be primary or collateral or several and joint. Further in, so far as my liabilities to the Bank be contingent or future, the Bank's liabilities to me/us to make payment of any sum(s), standing to the credit of any of my/our bank accounts shall be to the extent necessary to cover such liabilities and be suspended until the happening of the contingency or future event.

### **6. Cheques**

- 6.1 Cheques may not be drawn on the Bank except on the forms supplied and registered for such purpose. Cheques may be used only to draw on bank accounts designated by the Bank as current accounts or such other accounts as the Bank may from time to time stipulate. Application for cheque books should be made on the printed application forms or by written request.
- 6.2 The Bank shall be entitled to dishonour cheques on which (in the opinion of the Bank) the signature differs from the specimen supplied to the Bank.
- 6.3 All alterations on cheques should be confirmed by the drawer's full signature. The Bank may dishonour cheques on which the alterations are confirmed by incomplete signatures or initials only. Cheques with the crossing 'Opened' can only be paid in cash when presented for payment by the drawer or his known agent.
- 6.4 All instructions to stop payment of cheques must be in writing and will be effective only upon receipt by the Bank. The Bank shall not, however, be held liable for any delay or omission in executing such instructions. All stop payment instructions shall lapse after a period of twelve (12) months from the date of the instruction.
- 6.5 All cheques remain the property of the Bank and upon closure of the account upon which I/we may draw by cheques either by me/us or the Bank, all unused cheque forms which were issued to me/us forthwith must be returned by me/us to the Bank.

### **7. Deposits and Withdrawals**

- 7.1 Every deposit shall be accompanied by a deposit slip or any appropriate form issued by the Bank. A receipt issued by the Bank is only valid if it is machine validated or acknowledged by an authorised officer of the Bank. I/We must ensure that this is done before leaving the premises of the Bank.
- 7.2 All cheques and instrument(s) deposited are accepted for collection only and except by special arrangement and may not be

drawn against until the proceeds have been received by the Bank.

7.3 Cheques received for collection but dishonoured may be sent by ordinary post to me/us at the address last registered with the Bank at my/our own risk and expense.

7.4 I/We shall indemnify the Bank as collecting banker for any loss which the Bank may incur by reason of its guaranteeing any endorsement, discharge or discharges on any cheque, bill, note, draft, dividend, warrant or other instruments presented by me/us for collection and every guarantee given by the Bank shall be deemed to have been given at my/our expressed request in every case.

## **8. Overdrafts**

8.1 Where an overdraft is permitted by the Bank, each principal amount advanced by the Bank at its discretion shall be payable by me/us upon demand from the Bank together with interest and if applicable all other commissions, discounts and banker's charges. The rate of interest chargeable in respect of the overdraft shall be determined by the Bank from time to time and shall be computed on the principal amount for the time being owing on a daily basis and if such interest or any part thereof is not paid each month when the same is due, such interest shall (so long as it remains unpaid) be capitalised and aggregated with the Principal amount for the time being owing and interest shall accrue thereon as herein provided.

## **9. Statement of Account**

9.1 A statement of the balances on my/our bank accounts will only be rendered once a month. If however, there are no transactions during the month no statement will be rendered.

9.2 I/We agree to examine and notify the Bank of any errors, irregularities, discrepancies, claims or unauthorised debits or items whether, made, processed or paid as a result of forgery, fraud, lack of authority, negligence or otherwise by any person whatsoever.

9.3 I/We further agree that if I/we fail to advise you in writing of the non-receipt of the statement and obtain the statement from you, or to notify you of any errors, discrepancies, claims or unauthorised debits or items in the statement within twenty-one (21) days from the date of the statement, the Bank's accounts or records shall be conclusive evidence of the transaction entries and balances in such accounts and I/we shall be deemed conclusively to have accepted all matters contained in the statement as true and accurate in all respects. Any amendment thereafter of the statement shall be at the sole discretion of the Bank.

## **10. Restriction and Closure of Accounts**

10.1 I/we agree that the Bank reserves its right to restrict or freeze or close any Account or cease any Services, including but not limited to the following events:-

- a) Upon being duly served with an order of a Court of Law in Papua New Guinea ordering the Bank to do so;
- b) Upon being authorised to do so by a Regulatory Body or Authority in Papua New Guinea;
- c) In compliance with any law or regulation which makes it illegal to maintain or allow use of the account;
- d) Any act of forgery or uttering;
- e) Any fraudulent activity;
- f) On confirmed or reasonable suspicion that the account is being used for or in connection with any illegal activities or transactions (including gambling, money laundering, funding terrorism, or tax evasion); or
- g) On my/our failure to comply with any part of these Terms and Conditions.

10.2 The Bank may close any Account or cease any Service pursuant to Clause 10.1 above by giving notice fourteen (14) days prior to actioning such intention.

10.3 I/We agree that the Bank will not be liable for any consequential loss or damage that I/we may suffer as a result either directly or indirectly from the closure or restriction of my/our Account or Service.

10.4 I/We agree to indemnify the Bank against any related loss or claim that may arise as a consequence of the decision and action taken by the Bank under Clause 10 and Clause 20 of these Terms and Conditions.

10.5 I/We agree that this Clause shall survive the closing, pursuant to the Terms and Conditions, of any Account and or Service and my/our use of the Account or Service.

## **11. Joint Accounts - Applicable to Accounts in Joint Names**

11.1 The Bank can collect for the credit into my/our account, cheques and other instruments belonging or payable to any of us.

11.2 In the event of death, bankruptcy or insanity of either/any of us, any balance remaining in the credit of our Joint Account may be paid to the survivor(s) subject to, and/or as directed by PNG Law.

## **12. Disclosure**

12.1 I/We hereby agree and authorise the Bank to disclose to any person any information about or with regard to my/our affairs and/or bank accounts as authorised by Law or for such purposes as the Bank may deem reasonable or necessary.

12.2 I/We agree to accept any consequences flowing from the dissemination or disclosure of information by the Bank in accordance with Clause 12, and will indemnify the Bank against any related loss or claim.

12.3 I/We agree that this Clause shall survive the closing, pursuant to the Terms and Conditions of any Account and/or Service, and my/our continued use of the Account or Service.

### **13. Specific Terms and Conditions**

13.1 Notwithstanding anything herein contained in the Terms and Conditions governing the operation of any specific bank account or the use of any card linked to any of my/our bank accounts as contained in any other document used in connection with such bank account or card or as contained in any notice, brochure or advertisement of the Bank specifying such additional Terms and Conditions as being applicable shall apply and in the event of any inconsistency shall prevail over the Terms and Conditions herein.

### **14. Partnership Account (Applicable to Accounts Registered as Partnerships)**

14.1 I/We agree that I/we shall be jointly and severally responsible for all the liabilities of my/our bank accounts.

14.2 The instruction given for operation of my/our bank accounts shall remain in force until revoked in writing notwithstanding any change in the constitution or the name of the firm and shall apply notwithstanding any change in the membership of the firm by death, bankruptcy, retirement or otherwise or the admission of new partner(s).

### **15. Rules and Regulations of Regulatory Bodies**

15.1 In addition and without prejudice to any of the Terms and Conditions herein, where applicable, the Terms and Conditions herein shall be governed by and subjected to the rules, regulations and guidelines from time to time issued by the Bank of Papua New Guinea and other relevant bodies whether or not such rules, regulations and guidelines have the force of Law. I/We hereby agree that the availability and the continued availability of any of the services presently and/or hereafter from time to time and at any time offered by the Bank to me/us shall be dependent upon and subject to the said rules, regulations and guidelines.

### **16. Standing Instructions, Withdrawals, Interest**

16.1 Any payment or transfer of funds to be made or effected pursuant to any standing instructions given to the Bank shall be subject to such minimum balances being maintained in the bank account from which the funds are to be paid or transferred as may be from time to time as prescribed by the Bank.

16.2 Any withdrawal to be made from any bank accounts may be subject to such proof of identity being produced as the Bank may require.

16.3 Interest on bank accounts shall only be payable according to the rates and conditions as advertised or notified by the Bank from time to time and may be limited to specific accounts or subject to minimum balances being maintained.

### **17. Fees and Charges**

17.1 The Bank Fee and Charges Document is to be read in conjunction with these Terms and Conditions and as such is deemed to be part of these Terms and Conditions.

### **18. Interpretation**

18.1 The expression 'bank accounts' shall mean each and every account which I/we maintain with the Bank and, if the context so requires shall mean any one of such accounts.

18.2 The expression "Bank" or "you" shall mean Kina Bank Limited.

18.3 The expression "Authorized User" shall mean the person or persons in whose name the Account has been opened and who is responsible for the Account under the Account signature mandate.

18.4 The expression "Services" shall mean any type of service provided by the bank.

### **19. Future Accounts**

19.1 I/We agree that the above Terms and Conditions together with any subsequent additions, deletions or amendments shall apply to any future accounts which I/we may maintain with the Bank.

### **20. Change of Terms and Conditions**

20.1 The Bank may make changes to the Terms and Conditions that apply to my/our Account or Service as outlined in the relevant Terms and Conditions. I/We deem to accept any changes to those relevant Terms and Conditions through my/our continued use of the Account or Service. In the event that I/we do not agree to any change to the Terms and Conditions, I/we am/are required to contact the Bank immediately in writing. The Bank may be required to close my/our Account or Service in the event that I/we do not agree to any changes in the Terms and Conditions. Refer to the clause "Closure of your Account or Service by the Bank" (Clause 10 of these Terms and Conditions) for further information on the Bank's course of action.

### **21. Anti-Money Laundering/Counter Terrorism Financing**

21.1 I/We agree that:

a) The Bank may from time to time require additional information from us to assist the Bank in compliance obligations, or where the Bank in its absolute discretion considers it appropriate, necessary or advisable to collect additional information to meet broader disclosure requirements;

b) Where legally obliged to do so, the Bank will disclose any information gathered by the Bank to any legal authority, regulator, or Government agency (enforcement or otherwise) in any jurisdiction as the Bank may in its absolute discretion consider appropriate, necessary and advisable.

21.2 I/We agree to provide the Bank with the following undertakings and indemnify the Bank against any potential losses arising from any breach by us of the following undertakings:



a) I/We will not initiate, engage in or effect a transaction that may be in breach of any relevant Law or sanctions (including those of other jurisdictions);

b) I/We will not engage in any activity underlying any transaction that may be in breach of any relevant Laws or sanctions (including those of other jurisdictions).

21.3 I/We will co-operate to provide the Bank with additional information in connection with the Bank meeting its legal requirements.

## **22. PNG Jurisdiction**

22.1 The Customer Banking Agreement is governed by the Laws of PNG and I/we agree to submit to the jurisdiction of the PNG legal system.

**I/We acknowledge that I/we have read the Non-Individual Account Terms & Conditions and understood the contents therein.**

Full Name:

Signature:

Full Name:

Signature:

Full Name:

Signature: