NON-INDIVIDUAL/BUSINESS ACCOUNT OPENING FORM

Scan here for the requirements.

kinabank
Level 1, Kina Bank Harbour City
Poreporena Freeway, PO Box 1141
Port Moresby, NCD 121
Papua New Guinea

BANK USE ONLY

CIF Number: ☐☐☐☐☐☐☐☐☐☐ Account Number: ☐☐☐☐☐☐☐☐☐☐

IMPORTANT - Place a tick (✓) in the appropriate check box and ensure to complete all the sections of this application form

SECTION 1 - BUSINESS NAME / REGISTERED ENTITY NAME / BUSINESS ACTIVITY

Business Name:

Registered IPA Entity Name:

NATURE OF BUSINESS: Nature of Business Activities

(Please select the option that best describes the company's main activity and provide details where required.)

Primary Business Activities

- ☐ **Trading / Import & Export** (e.g. wholesale trading, retail trading, importation, exportation of goods)
- ☐ **Retail Business** (e.g. shops, supermarkets, pharmacies, fuel stations)
- ☐ **Wholesale Distribution** (e.g. bulk supply of goods to retailers or institutions)
- ☐ **Manufacturing / Processing** (e.g. food processing, garment manufacturing, packaging, assembly)
- ☐ **Construction & Engineering** (e.g. building construction, civil works, electrical, plumbing, engineering services)
- ☐ **Professional Services** (e.g. legal, accounting, auditing, consultancy, advisory services)
- ☐ **Financial & Related Services** (e.g. insurance brokerage, finance companies, investment services—non-bank)
- ☐ **Information Technology** (IT) & Telecommunications (e.g. software development, IT support, telecom services)
- ☐ **Transport & Logistics** (e.g. freight, shipping, trucking, courier services)
- ☐ **Agriculture & Livestock** (e.g. farming, cash crops, poultry, fisheries)
- ☐ **Mining, Oil & Gas** (e.g. exploration, contracting, mineral extraction support services)
- ☐ **Forestry & Logging** (e.g. timber harvesting, sawmills, timber exports)
- ☐ **Hospitality & Tourism** (e.g. hotels, lodges, travel agencies, restaurants)
- ☐ **Real Estate & Property Management** (e.g. property leasing, sales, property development)
- ☐ **Health & Medical Services** (e.g. clinics, pharmacies, medical supply companies)
- ☐ **Education & Training** (e.g. schools, training providers, vocational services)
- ☐ **Non-Profit / NGO / Religious Organisation** (e.g. charities, churches, foundations)
- ☐ **Government Contractor / Public Sector Supplier** (e.g. service providers to government entities)
- ☐ **Media, Advertising & Events** (e.g. publishing, broadcasting, marketing, event management)
- ☐ **Utilities & Energy Services** (e.g. power generation, renewable energy, water services)
- ☐ **Other** (please specify)

Foreign Ownership: % PNG Ownership: %

SECTION 2 – TYPE OF BUSINESS

☐ Limited Company ☐ Foreign Entity ☐ Partnership ☐ Association

☐ Trust ☐ NGO ☐ Other (please state): _____

SECTION 3 – TYPE OF BANK ACCOUNT

☐ Current Account ☐ Kina Business Account (SME) ☐ Cash Management Account ☐ Fixed Deposit

SECTION 4 – TYPE OF BANKING SERVICES

Digital Banking Channels:

☐ Internet Payment Gateway ☐ EFTPOS Merchant ☐ Payment Portal ☐ Pei Beta

☐ Corporate Online Banking

Would you like to be added as a biller for payment? ☐ Yes ☐ No

Enable transaction alert: ☐ WhatsApp ☐ SMS

SECTION 5 – PARTICULARS OF BUSINESS, COMPANY, SOCIETY ETC

Company/Business Registration No: _____ Date of Registration/Incorporation: _____

Place of Registration/Incorporation: _____ Business Telephone Number: _____

Tax Identification Number (TIN) _____ Mobile: _____

Correspondence address: _____

Physical address of business: _____

Email address: _____ Exempt from Withholding Tax or Stamp Duty: ☐ Yes ☐ No

SECTION 6 – PARTICULARS OF BENEFICIAL OWNER INFORMATION – SHAREHOLDERS INFORMATION

Natural Persons (Primary holdings of 20% ownership or more as a shareholder is subject to Kina Bank ID requirements)

Full Name	Shareholding %	Nationality	Country of residence	Gender	Date of Birth	Primary ID	Expiry Date

Section 6 (Continued)

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

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

Beneficial Ownership Identification

The Bank is required under applicable anti-money laundering and counter-terrorism financing laws to identify the individuals who ultimately own or control an entity.

This includes:

- Individuals who directly or indirectly own 20% or more of the entity; and
- Individuals who exercise control or significant influence over the entity or the operation of its bank accounts, whether or not they hold an ownership interest.

Listed Entities

Where the entity is listed on a recognised stock exchange and is subject to disclosure and regulatory oversight:

- the Bank is not required to identify individual shareholders as beneficial owners solely by reason of share ownership; and
- the Bank will instead identify and verify:
  - the entity itself; and
  - the directors and senior management, or any individual who otherwise exercises control over the entity or its bank accounts.

Where No Beneficial Owner Can Be Identified

If no individual beneficial owner can be identified under the 20% ownership threshold, or where ownership is widely held, please proceed to Section 7 to provide details of the individuals who control or manage the entity, including directors and senior management.

SECTION 7 – PARTICULARS OF BENEFICIAL OWNERSHIP & CONTROL – DIRECTORS/AUTHORISED SIGNATORIES INFORMATION

Natural Persons (Primary holdings of 20% ownership or more as a shareholder is subject to Kina Bank ID requirements)							
Full Name	Authorised Persons (director, shareholder etc)	Ownership %	Date of birth	Primary ID	Expiry Date	Nationality	Country of residence

ENTITY / BENEFICIAL OWNER PEP DECLARATION

To be completed for companies, trusts, partnerships, and other legal persons

I confirm that:

- ☐ None of the beneficial owners, directors, trustees, partners, or persons exercising control over the entity are PEPs.
- ☐ One or more beneficial owners, directors, trustees, partners, or controlling persons are PEPs.

If "Yes", please provide details below (attach additional pages if necessary):

Full Name	Position/Role	Ownership/ Control (%)	Country	PEP Category

SECTION 8 – CUSTOMER SOURCE OF INCOME/SOURCE OF FUNDS AND ACCOUNT ACTIVITY

Tick all that apply. Source of Income refers to the ongoing income streams generated by the business's activities

A. Core Operating Revenue

- ☐ Sale of goods
- ☐ Provision of services
- ☐ Trading income (wholesale/retail)
- ☐ Manufacturing income
- ☐ Construction or project income

B. Contractual & Fee-Based Income

- ☐ Service or management fees
- ☐ Professional fees
- ☐ Consultancy or advisory fees
- ☐ Franchise fees
- ☐ Licensing fees

C. Government & Public Sector Income

- ☐ Government contracts
- ☐ Government grants or subsidies
- ☐ Public sector service payments
- ☐ State-owned enterprise contracts

D. Investment & Financial Income

- ☐ Interest income
- ☐ Dividend income
- ☐ Investment or portfolio income
- ☐ Treasury or liquidity management income

E. Property & Asset Income

- ☐ Rental or lease income
- ☐ Property development income
- ☐ Sale of business assets
- ☐ Equipment or vehicle leasing income

F. Natural Resources & Primary Industries

- ☐ Agriculture or farming income
- ☐ Forestry or logging income
- ☐ Fisheries or marine resources income
- ☐ Mining or extractive activities income

Section 8 (Continued)

G. Cross-Border & Foreign Income

- [ ] Export sales
- [ ] Foreign contract income
- [ ] Overseas subsidiary or affiliate income
- [ ] Foreign investment income

H. Royalties & Intellectual Property

- [ ] Royalties
- [ ] Intellectual property income
- [ ] Brand or trademark licensing income

I. Funding & Other Receipts

- [ ] Shareholder capital injections
- [ ] Related-party income
- [ ] Insurance recoveries
- [ ] Legal settlements or compensation
- [ ] Cash-based sales

J. Cash-Intensive or Higher-Risk Income

- [ ] Cash-based sales

SOURCE OF WEALTH

Tick the option(s) that best describe how the company's overall wealth and capital base were accumulated over time

A. Business Operations & Retained Earnings

- [ ] Retained profits from trading or operating activities
- [ ] Long-term commercial operations
- [ ] Expansion of core business activities
- [ ] Growth from market share or customer base

B. Capital Contributions & Ownership Funding

- [ ] Initial capital contributions from shareholders or partners
- [ ] Subsequent shareholder capital injections
- [ ] Owner or promoter funding
- [ ] Related-party capital contributions

C. Sale of Business Interests or Assets

- [ ] Sale of business assets
- [ ] Sale of subsidiaries or business units
- [ ] Disposal of equipment, machinery, or vehicles
- [ ] Sale of intellectual property or goodwill

D. Investments & Financial Assets

- [ ] Investment income accumulated over time
- [ ] Dividend income from shareholdings
- [ ] Interest income
- [ ] Treasury or portfolio investments
- [ ] Investment in or disposal of securities

E. Property & Real Estate Activities

- [ ] Ownership of real estate or land
- [ ] Rental or lease income retained over time
- [ ] Property development activities
- [ ] Sale of real estate or land assets

F. Government, Public Sector & Concessions

- [ ] Government contracts accumulated over time
- [ ] Public sector service income
- [ ] State-owned enterprise activities
- [ ] Licences, permits, or concessions granted by government

I. Legal, Insurance & Settlement Proceeds

- [ ] Legal settlements
- [ ] Compensation payments
- [ ] Insurance claims or recoveries

J. Trusts, Group & Holding Company Structures

- [ ] Group company funding
- [ ] Holding company support
- [ ] Trust distributions
- [ ] Intragroup transfers

K. Other Legitimate Sources

- [ ] Royalties or licensing income
- [ ] Intellectual property income
- [ ] Other legitimate source (please specify): _____

Section 8 (Continued)

SOURCE OF WEALTH DECLARATION AND ONGOING OBLIGATION

We declare and warrant that the Entity's wealth has been accumulated from the legitimate source(s) disclosed to the Bank and is not derived, directly or indirectly, from any criminal conduct, unlawful activity, corruption, tax evasion, sanctions breach, or other prohibited activity.

We acknowledge that the Bank is entitled, and in some circumstances required, to conduct enhanced due diligence and ongoing monitoring. Accordingly, we consent to the Bank requesting and obtaining additional information, documentation, or clarification from us or third-party sources to verify the Entity's source of wealth and source of funds.
We undertake to promptly notify the Bank of any material change to the Entity's source of wealth or the accuracy of any information previously provided.

Company Name:

Date:

Authorised Signatory: (1)

Authorised Signatory: (2)

SOURCE OF WEALTH DECLARATION AND ONGOING OBLIGATION

We declare and warrant that the Entity's wealth has been accumulated from the legitimate source(s) disclosed to the Bank and is not derived, directly or indirectly, from any criminal conduct, unlawful activity, corruption, tax evasion, sanctions breach, or other prohibited activity.

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We undertake to promptly notify the Bank of any material change to the Entity's source of wealth or the accuracy of any information previously provided.

PURPOSE OF ACCOUNT

- ☐ **General Business Operations** (e.g. day-to-day operating expenses, administrative costs)
- ☐ **Receipt of Business Income / Revenue** (e.g. customer payments, sales receipts, service income)
- ☐ **Payment of Suppliers & Contractors** (e.g. local and overseas supplier payments)
- ☐ **Payroll & Employee Expenses** (e.g. salary payments, allowances, staff benefits)
- ☐ **Savings / Reserve Account** (e.g. business savings, retained earnings, contingency funds)
- ☐ **Capital Injection / Shareholder Funding** (e.g. initial capital, director or shareholder contributions)
- ☐ **Investment Purposes** (e.g. short-term or long-term business investments)
- ☐ **Project-Specific Transactions** (e.g. construction projects, donor-funded projects, joint ventures)
- ☐ **Import & Export Transaction**s (e.g. foreign currency payments, trade finance settlements)
- ☐ **Loan Proceeds & Debt Servicing** (e.g. receipt of loan funds, repayment of principal and interest)
- ☐ **Tax & Statutory Payments** (e.g. tax obligations, regulatory fees)
- ☐ **Collection & Settlement Account** (e.g. customer collections, merchant settlements)
- ☐ **Trust or Client Funds Management** (e.g. holding client monies—where permitted and regulated)
- ☐ **Donations / Grant Management** (e.g. NGO or donor funding administration)
- ☐ **Other** (please specify)

ACCOUNT ACTIVITIES

Expected Transaction Types

- ☐ Cash Deposits
- ☐ Domestic Transfer
- ☐ Cash Withdrawals
- ☐ International Transfers
- ☐ Loan Payments
- ☐ Foreign Currency Exchange
- ☐ Other*

*If Other (please state):

Section 8 (Continued)

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 ☐ 51 & above

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

Country:

Frequency: ☐ Weekly ☐ Fortnightly ☐ Monthly

Details of payment:

International: Average number of transactions

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

Average Amount (K'000)

☐ 0-20 ☐ 21-50 ☐ 51 & above

Funds will be remitted from (where the money will be received from):

Country:

Frequency: ☐ Weekly ☐ Fortnightly ☐ Monthly

Details of payment:

SECTION 9 – SIGNATURES, DECLARATION, AUTHORITY AND CONSENT

I/We, for and on behalf of the entity, hereby declare, acknowledge and agree that:

1. **Accuracy of Information**
   All information and documentation provided in connection with this application is true, correct, complete, and not misleading to the best of my/our knowledge and belief, and the Bank may rely on such information unless and until notified otherwise in writing.
2. **Authority to Open Account**
   I/We are duly authorised to act on behalf of the entity and hereby authorise **Kina Bank** to open and maintain account(s) in the name of the entity.
3. **Terms and Conditions – Bank Accounts**
   I/We acknowledge that I/we have received, read and understood the **Terms and Conditions governing the conduct of Bank Accounts**, and agree to be bound by them, as amended from time to time.
4. **Internet and Mobile Banking**
   I/We acknowledge that I/we have received, read and understood the **Kina Bank Internet Banking and Mobile Banking Terms and Conditions**, and agree that any use of such services is governed by those Terms and Conditions.
5. **Ongoing Applicability**
   I/We agree that the Terms and Conditions apply to:
   - all account(s) opened pursuant to this application; and
   - any additional account(s) or banking services provided to the entity now or in the future.
6. **Insolvency / Bankruptcy Declaration**
   I/We declare that the entity, and its authorised signatories (where applicable), have **not committed any act of bankruptcy or insolvency** at the time the account(s) are opened.
7. **Statements of Account**
   I/We agree to promptly examine all statements of account and to notify the Bank in writing without delay of any error, irregularity, or discrepancy, and to notify the Bank if a statement is not received within the expected timeframe.
8. **Authority of Signatories**
   I/We authorise the persons listed as authorised signatories in **Section 9 of this form** to operate the account(s) and transact on behalf of the entity in accordance with the signing instructions provided.
9. **Politically Exposed Persons (PEP) Declaration**
   I/We declare that the entity **is / is not** (delete as applicable) owned or controlled, directly or indirectly, by a Politically Exposed Person (PEP) or a PEP Associate, and undertake to notify the Bank promptly of any change in this status.
10. **Tax Haven / High-Risk Jurisdiction Declaration**
    I/We declare that the entity **does / does not** (delete as applicable) have business relationships with tax haven or other high-risk jurisdictions, and **will / will not** facilitate funds to or from such jurisdictions without prior disclosure to, and where required approval of, the Bank.
11. **Regulatory and AML/CTF Consent**
    I/We acknowledge that the Bank may be required to conduct customer due diligence, enhanced due diligence, ongoing monitoring, and to make disclosures to regulatory or law-enforcement authorities in accordance with applicable **AML/CTF, sanctions, and other regulatory obligations,** and consent to such actions.

Signed for and on behalf of (Organisation name):

Date:

Section 9 (Continued)

Full Name	Position	Nationality	Gender	Primary ID type	Primary ID number	Expiry date	Signature

SECTION 10 – ACCOUNT SIGNATORIES

☐ Anyone to sign ☐ All to sign ☐ Other*

If Other, please specify: (provide letter of instruction)

(1) Full Name:
Position:
Signature:
Date

(2) Full Name:
Position:
Signature:
Date

(3) Full Name:
Position:
Signature:
Date

(4) Full Name:
Position:
Signature:
Date

SECTION 11 CORPORATE ONLINE BANKING REGISTRATION

Please list the individuals who have delegated authority to access and transact on Kina Bank accounts listed in Section 10 of this form using Corporate Online Banking. Delegated users are restricted to perform transactions within the limits and amounts defined by the Administrator.

User 1

Full name: Mobile: Date of birth:

Functional title:* ☐ Corp Admin ☐ Maker ☐ Checker Email address:
☐ Both ☐ STP ☐ View Only

User 2

Full name: Mobile: Date of birth:

Functional title:* ☐ Corp Admin ☐ Maker ☐ Checker Email address:
☐ Both ☐ STP ☐ View Only

User 3

Full name: Mobile: Date of birth:

Functional title:* ☐ Corp Admin ☐ Maker ☐ Checker Email address:
☐ Both ☐ STP ☐ View Only

User 4

Full name: Mobile: Date of birth:

Functional title:* ☐ Corp Admin ☐ Maker ☐ Checker Email address:
☐ Both ☐ STP ☐ View Only

* **Role Definitions:** **Corp Admin** – Has only administrative functions to set-up the Corp Users
Maker – Corp User that Initiates transactions
Checker – Corp User that Approves transactions
Both – Corp User that can be both Maker & Checker, but cannot approve their own transactions
STP – Straight Through Processing, typically only for Sole Traders / Sole Proprietors (Single business Owner SME)
View Only – Corp User that can only view accounts and access statements but cannot transact.

All users above must be identified and verified by Kina Bank in accordance with the law and Kina Bank's Know Your Customer (KYC) Requirements.

You (the business) hereby authorise the Corp Admin User who will control access to your accounts via Corporate Online Banking who will also be the principal contact administering this service.

Resolution Letter – For companies that will have more than one delegated user, please ensure that it is stated in the Director's Resolution or Meeting Minutes.

For more than 4 Users, please duplicate this page and and submit with the rest of the pages.

☐ Tick ✓this box if you have duplicated this page.

Refer to Kina Fees & Charges document for approval fees and limits.

SECTION 12 ACCOUNT(S) LINKING TO KINA BANK CORPORATE ONLINE BANKING

Please list the accounts that the Business would like to link to Corporate Online Banking excluding Trust Accounts and Cash Management Accounts.

Account 1 – Primary Account

Account Name:

Account No:

Number of signatories required to approve:

Account 2

Account Name:

Account No:

Number of signatories required to approve:

Account 3

Account Name:

Account No:

Number of signatories required to approve:

Account 4

Account Name:

Account No:

Number of signatories required to approve:

Account 5

Account Name:

Account No:

Number of signatories required to approve:

Account 6

Account Name:

Account No:

Number of signatories required to approve:

BRANCH USE

Customer ID place of issue: | Customer Residential Status: ☐ Resident ☐ Non-Resident

Is the account staff related: ☐ Yes ☐ No | Industry Code:

Type of Account: ☐ CA ☐ CMA ☐ FDA ☐ SME

Other Information:

Actioned by:		**Approved by:**	
Name:		Name:	
Date		Date	
Signature:		Signature:	

☐ PEP confirmed

Risk Rating ☐ Medium ☐ High

☐ Enhanced Due Diligence required

☐ Senior Management Approval required

Review by: (name/sign): | Date:

Approval Authority: | 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 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, subject to Bank's discretion, applicable law and these Terms and Conditions.

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/To the Extend permitted by law, we agree that the Bank shall not be responsible for any direct, indirect, incidental, punitive, special or consequential damages or economic losses incurred by 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 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 be suspended until the happening of the contingency or future event.

5.2 This right applies whether liabilities are present, future, actual, contingent, joint or several, and whether denominated in the same or different currencies.

6. Deposits and Withdrawals

6.1 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.

6.2 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 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.

7. Overdrafts

7.1 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 it remains unpaid) be capitalised and aggregated with the principal amount for the time being owing and interest shall accrue thereon as herein provided.

Continued on the next page

8. Statement of Account

8.1 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.

8.2 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.

8.3 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.

9. Account Restriction, Suspension and Closure

9.1 The Bank may, without liability and without prior notice where permitted or required by law:

a) close, restrict or freeze any Account where required by law, regulatory direction, or court order; where required by law, regulatory direction, sanctions regime, or court order;

b) restrict or suspend any Account or Service where the Bank reasonably considers it necessary for risk management, security, AML/CTF, sanctions compliance, or operational reasons; where the Bank reasonably considers such action necessary or appropriate for the purposes of risk management, security, fraud prevention, anti-money laundering, counter-terrorism financing, proliferation financing, sanctions compliance, or operational reasons; or

c) close any Account or cease any Service by giving at least fourteen (14) days' notice, unless immediate action is required by law or regulation

The Customer acknowledges and agrees that:

a) the Bank may be prohibited by law from providing reasons for any action taken under this clause, including where doing so could constitute "tipping off" under applicable AML/CTF or sanctions laws; and

b) any notice given by the Bank in connection with such action may be limited in scope or withheld entirely where disclosure is restricted or prohibited by law.

9.2 On rare occasions the Bank may exercise its discretion to close an Account or Service due to unsatisfactory conduct or for any other reason the Bank deems (in its sole discretion) appropriate, such as (while not an exhaustive list) where an Account that is designed for use by the Bank's business customers is being used for personal purposes, or you do not agree to any changes to the Terms and Conditions. If this happens, the Bank will notify you in writing at the address shown on its records and will request alternative bank account to transfer the net credit balance of the Account.

9.3 The closure of the Account or Service by the Bank under Clause 10 and 20 is not considered to be a breach of the Terms and Conditions or any other contract that exists between me/us and the Bank.

9.4 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.

9.5 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.

9.6 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.

10. Joint Accounts - Applicable to Accounts in Joint Names

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

10.2 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.

11. Disclosure

11.1 I/We authorise the Bank to disclose information relating to me/us, my/our Accounts or Services where required or permitted by law, regulation, regulatory guidance, court order, or for the purposes of prudential supervision, risk management, AML/CTF, sanctions compliance, or the provision of banking services

11.2 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.

11.3 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.

12. Specific Terms and Conditions

12.1 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

Continued on the next page

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.

13. Partnership Account (Applicable to Accounts Registered as Partnerships)

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

13.2 The instruction given for operation of my/our bank accounts shall remain in force until revoked in writing not withstanding any change in the constitution or the name of the firm and shall apply not withstanding any change in the membership of the firm by death, bankruptcy, retirement or otherwise or the admission of new partner(s).

14. Rules and Regulations of Regulatory Bodies

14.1 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 that 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.

15. Standing Instructions, Withdrawals, Interest

15.1 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 from time to time prescribed by the Bank.

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

15.3 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 amounts subject to minimum balances being maintained.

16. Fees and Charges

16.1 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.

17. Interpretation

17.1 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.

17.2 The expression "Bank" or "you" shall mean Kina Bank.

18. Future Accounts

18.1 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.

19. Change of Terms and Conditions

19.1 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 to the Terms and Conditions. Refer to the clause "Closure of your Account or Service by the Bank" (Clause 10 of this Terms and Conditions) for further information on the Bank's course of action.

20. Anti-Money Laundering/Counter Terrorism Financing and Proliferation Financing and Sanctions

20.1 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 consider 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.

20.2 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 jurisdiction);

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 jurisdiction).

Continued on the next page

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

20.4 I/We acknowledge that the Bank is prohibited by law from informing me/us whether any report or disclosure has been made to a competent authority.

21. Preservation of Security and Protective Advances

Where the Bank holds or is entitled to the benefit of any security, collateral, guarantee or other interest (whether legal or equitable, fixed or floating) as security for any obligation of the Customer, the Bank may, at its discretion and without prior notice where permitted by law, take any action the Bank reasonably considers necessary or desirable to preserve, protect, maintain or enforce that security or its priority.

Without limitation, the Bank may:

a) arrange, maintain or pay for insurance over any secured property where the Customer has failed to do so, or where existing insurance is, in the Bank's reasonable opinion, absent, inadequate or at risk of lapse;

b) pay any rent, lease payments, rates, taxes, duties, government charges, statutory fees, penalties or other amounts payable to any authority in connection with the secured property or the Customer; and

c) incur any other reasonable costs or expenses (including legal, valuation, agent, enforcement and preservation costs) to protect, maintain, preserve, realise or enforce the security or collateral.

All amounts paid or incurred by the Bank under this clause:

i) may be debited to any Account of the Customer with the Bank;

ii) shall constitute a debt immediately due and payable by the Customer;

iii) shall form part of, and be secured by, the security held by the Bank; and

iv) shall accrue interest at the applicable rate from the date incurred until paid.

The Bank is not obliged to exercise any right under this clause, and any action taken does not limit or waive any other right, power or remedy available to the Bank under law, contract or security documentation.

22. Electronic Communications

The Customer consents to receiving notices, statements, confirmations and communications electronically. Electronic records and instructions shall be valid, binding and admissible as evidence.

23. Force Majeure

The Bank shall not be liable for failure or delay in performing any obligation due to events beyond its reasonable control, including system failures, natural disasters, strikes, acts of government, or regulatory action.

24. Severability

If any provision of these Terms and Conditions is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

25. PNG Jurisdiction

These Terms and Conditions and all Accounts and Services are governed by the laws of Papua New Guinea, and I/we irrevocably submit to the non-exclusive jurisdiction of the courts of Papua New Guinea.

I/We acknowledge that I/we have received, read and understood the Non-Individual Account Terms & Conditions and agree to be bound by them, as amended from time to time.

Full Name:		Full Name:	
Signature:		Signature:	
Date:		Date:	