

ACCOUNT OPENING FORM

- Domestic Company
- Global Business / International Company / Investment Fund
- Parastatal Body
- Club / Association
- Société / Partnership
- Others (please specify) _____

FOR OFFICE USE ONLY	CIF NO.
ACCOUNT NUMBER/S	

CUSTOMER INFORMATION

(Please fill in where applicable)

Customer Name _____

Registration N° _____ BRN: _____ Registration Date _____

License N° (if applicable) _____ License Date _____

Trading Name (if applicable) _____
 (Please provide registration certificate)

Nature of Business _____

US Corporation/US owned foreign entity Yes No Country of Incorporation / Registration _____

Registered Address _____

Mailing Address (If different*) _____

Tel. No. (Off) _____

(Mobile) _____ Fax No. _____

Tax Number (Non-Resident) _____

Email Address _____

Business Profile				
Description of the business activities (Attach separate Business Plan if necessary)				
Countries of operation / targeted market				
Purpose of opening account				
Source of Funds (in relation to the business activities e.g - personal savings, shareholders, investors, funds already in business, loan and will it be coming from a personal account, another existing corporate account of the UBO/Shareholder, loan from the bank etc....)				
Estimated Annual Total Deposit / Turnover (total incoming funds on the account excluding capital invested + funds which the business will generate+ loans etc.) Please specify currency	Year -	Year -	Year -	
Estimated Annual Total Cash Transaction (i.e. in physical notes) Please specify currency	Deposits		Withdrawals	
Estimated number & value of transactions <input type="checkbox"/> MONTHLY / <input type="checkbox"/> YEARLY	Inflows		Outflows	
	Numbers	Value	Numbers	Value
Usual trading partners (Names of parties from/to whom funds will flow in & out)				
Shareholding (Attach Structure Chart - until ultimate beneficial owners)	Names		Ownership %	
Name of Beneficial Owner/s and or Ultimate Beneficial Owner/s				
CONTACT DETAILS	FIRST CONTACT	SECOND CONTACT		
Name				
Job Title				
Tel / Mobile No.				
Fax No.				
Email				

AfrAsia Bank Limited to be informed of any change in Contact Person

ACCOUNT OPENING

ACCOUNT DETAILS

Type of Account:

	Current Account	Investment Account	Others
Currency (Please Specify)			

Cheque Book Order

(For Current Account in MUR only): _____ book(s) of 50 leaves

Statement Delivery: Post E-Statement

Value-added services:

Internet Banking Credit Card Global Custody Forex Dealing Prepaid Card

(with OTP) (View & Transact) (MUR/USD/EUR)

(Separate application forms to be filled)

DECLARATION

1. We hereby confirm that the details provided by us in this form and in any other document provided by us to the Bank are correct, true and complete and agree to inform the Bank immediately of any change in the information provided.
2. We have read and understood the Bank's General Terms and Conditions for Account holders which are also available on the Bank's website and agree to comply with them.
3. We hereby declare that any money remitted into this account does not directly or indirectly originate from any illicit financial activity. We confirm that we have not been, and undertake that we shall not be, involved, directly or indirectly, either individually or jointly with any other person(s), in any money laundering or terrorist financing activities.
4. Where the Bank sends or makes available a statement of account or cheque, we shall exercise reasonable promptness in examining the statement or cheque to identify any inaccuracy and to determine whether any payment was not authorised because of an alteration of a cheque or because of a purported signature by us or on behalf was not authorised. We agree to notify the Bank in writing of any such inaccuracy or unauthorised payment in accordance with the provisions of section 58 of the Banking Act 2004.
5. We authorise the Bank to make any independent enquiries (including but not limited to obtaining a reference from other financial institutions) on any shareholders, directors, beneficial owners, ultimate beneficial owners or authorised signatories in connection with this application.
6. We undertake to inform the Bank in the event of a change in beneficial ownership, directorship, shareholding and authorized signatories.
7. We authorise the Bank to send statements of accounts, advices and any other correspondences at the address given above or through Internet to our email address at our own risks. We are aware that the Bank may outsource some of its mailing services to accredited suppliers.
8. We acknowledge that it is our responsibility to understand and comply with all of our tax requirements and commitments in accordance with the laws and regulations in our country of residence and any other relevant jurisdiction, and the resulting consequences. It is also our responsibility to obtain advice from an independent professional (e.g. lawyer, tax advisor, etc.) when necessary. In this context, we confirm that we understand these requirements and obligations and that we are fully compliant with them. Consequently, we declare that all of our accounts held in the Bank, all of the assets (including cash, securities and other investments) lodged with the Bank in our name, and all related income and profits are and shall be declared to the tax authorities (or any other competent body) of our country of residence and any other relevant jurisdiction. We understand that if any one of the aforementioned statements or commitments proves to be inaccurate and if we do not correct the situation immediately and provide evidence of such correction to the Bank, the Bank may immediately terminate its relationship with us. The Bank shall not be liable for any loss or damage of any kind which you may suffer or incur as a result of such termination.
9. Where an account is being opened pursuant to a Safe Deposit Locker Agreement between the Customer and the Bank, the account will be non-interest bearing and will be used for the sole purpose of holding the Lessee's Security Deposit. The Security Deposit may neither be applied by the Lessee to any amount which the Lessee owes to the Bank nor may it, of any part of it, be withdrawn by the Lessee for any reason whatsoever. Upon the expiry or termination of the Safe Deposit Locker Agreement, the Security Deposit will be refunded to the Lessee(s) in accordance with clause 20 of the Safe Deposit Locker Agreement and the account will automatically be closed thereafter. For the purposes of this paragraph, the capitalized terms will bear the meanings ascribed to them in the Safe Deposit Locker Agreement.

Name _____ Authorised Signatory _____ Date _____

ACCOUNT OPENING

MARKETING

The Bank would like to send you information about products, services and promotions of the Bank and other companies within its group that the Bank believes may be of interest to you. If you agree to being contacted by the Bank, please tick the relevant boxes below:

Yes, I would like to receive information in relation to products, services and promotions of the Bank and other companies within its group that the Bank believes may be of interest to me by:

Email Post SMS Phone

The Bank would also like to share your information with other companies within its group so that they may send you information about their products, services and promotions. If you agree to your information being shared in this way, please tick the box below:

I agree to my information being shared with other companies within the Bank's group so that they may send me information about their products, services and promotions.

You can withdraw your consent at any time by contacting the Data Protection Office of the Bank. For more information on the processing of your personal data in this respect and for contact details of the Data Protection Office of the Bank, please refer to the Privacy Policy of the Bank accessible on the following link;

<https://www.afrasiabank.com/en/afrasia-bank/privacy-policy>.

ADDITIONAL DETAILS

How did you first hear about the AfrAsia brand?

Tick <u>one</u> box from below <input checked="" type="checkbox"/>	Then, please provide its corresponding details below:-
<input type="checkbox"/> Golf Event	Event Location:
<input type="checkbox"/> Other Events	Conference/Other (Name):
<input type="checkbox"/> Friend/Referral	Is he/she an existing client (Yes/No):
<input type="checkbox"/> Advert on Billboard/Magazine	Location/Name:
<input type="checkbox"/> Magazine/Newspaper article	Magazine/Newspaper (Name):
<input type="checkbox"/> AfrAsia Bank Websites	Website Section (Name):
<input type="checkbox"/> Social Media Platforms	Platform (Name):
<input type="checkbox"/> Other websites (Banner/Video ads)	Other website (Name):
<input type="checkbox"/> Branch visit	Branch Location:
<input type="checkbox"/> Mobile App	Mobile App (Name):
<input type="checkbox"/> TV/Radio	TV/Radio (Name):
<input type="checkbox"/> Management Company (MC)	Introducer/ MC (Name):
<input type="checkbox"/> RMs/CSAs	n/a
<input type="checkbox"/> Other	Please define:

In case of a Company: personal details for all individual shareholders, directors, ultimate beneficial owners & signatories (directly or indirectly holding 20% or more of the capital or of the voting rights of the Company) and

In case of a Société/Partnership: all partners owning or controlling 20% or more of the Société / Partnership), directors, ultimate beneficial owners & signatories

Capacity (Please specify)			
Surname			
Other Names			
Maiden Name (if applicable)			
Passport / NIC Number			
Place & Date of Birth			
Nationality			
Residential Address			
Mailing Address (If different*)			
Email Address	For shareholder / UBO - 20% or more US Citizen	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Occupation	Taxable under US law	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Name of Employer			
Nature of business (if self-employed)			
Phone N°	Fax N°		
Tax Number (Non -resident)			

Capacity (Please specify)			
Surname			
Other Names			
Maiden Name (if applicable)			
Passport / NIC Number			
Place & Date of Birth			
Nationality			
Residential Address			
Mailing Address (If different*)			
Email Address	For shareholder / UBO - 20% or more US Citizen	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Occupation	Taxable under US law	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Name of Employer			
Nature of business (if self-employed)			
Phone N°	Fax N°		
Tax Number (Non -resident)			

In case of a Company: personal details for all individual shareholders, directors, ultimate beneficial owners & signatories (directly or indirectly holding 20% or more of the capital or of the voting rights of the Company) and

In case of a Société/Partnership: all partners owning or controlling 20% or more of the Société / Partnership), directors, ultimate beneficial owners & signatories

Capacity (Please specify)			
Surname			
Other Names			
Maiden Name (if applicable)			
Passport / NIC Number			
Place & Date of Birth			
Nationality			
Residential Address			
Mailing Address (If different*)			
Email Address	For shareholder / UBO - 20% or more US Citizen	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Occupation	Taxable under US law	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Name of Employer			
Nature of business (if self-employed)			
Phone N°	Fax N°		
Tax Number (Non -resident)			

Capacity (Please specify)			
Surname			
Other Names			
Maiden Name (if applicable)			
Passport / NIC Number			
Place & Date of Birth			
Nationality			
Residential Address			
Mailing Address (If different*)			
Email Address	For shareholder / UBO - 20% or more US Citizen	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Occupation	Taxable under US law	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Name of Employer			
Nature of business (if self-employed)			
Phone N°	Fax N°		
Tax Number (Non -resident)			

In case of a Company: personal details for all individual shareholders, directors, ultimate beneficial owners & signatories (directly or indirectly holding 20% or more of the capital or of the voting rights of the Company) and

In case of a Société/Partnership: all partners owning or controlling 20% or more of the Société / Partnership), directors, ultimate beneficial owners & signatories

Capacity (Please specify)			
Surname			
Other Names			
Maiden Name (if applicable)			
Passport / NIC Number			
Place & Date of Birth			
Nationality			
Residential Address			
Mailing Address (If different*)			
Email Address	For shareholder / UBO - 20% or more US Citizen	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Occupation	Taxable under US law	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Name of Employer			
Nature of business (if self-employed)			
Phone N°	Fax N°		
Tax Number (Non -resident)			

Capacity (Please specify)			
Surname			
Other Names			
Maiden Name (if applicable)			
Passport / NIC Number			
Place & Date of Birth			
Nationality			
Residential Address			
Mailing Address (If different*)			
Email Address	For shareholder / UBO - 20% or more US Citizen	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Occupation	Taxable under US law	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Name of Employer			
Nature of business (if self-employed)			
Phone N°	Fax N°		
Tax Number (Non -resident)			

We HEREBY CERTIFY THAT the following resolutions were adopted by the Company/Partnership

It was resolved:

1. THAT one or several accounts of any type and currency may be opened with AfrAsia Bank Limited. .
2. THAT the use of fax and email as a means to give instructions to AfrAsia Bank Limited be approved; and in this connection, [...] be authorised to sign the fax and email indemnity agreement authorising AfrAsia Bank Limited to act upon such instructions.
3. THAT the persons listed below be authorised to operate the bank account(s) with AfrAsia Bank Limited and to sign all cheques, negotiable instruments and instructions.

All bank signatories to sign the document

NAME	POSITION	SPECIMEN SIGNATURE OF AUTHORISED SIGNATORIES

4. THAT the number of signatories required for the purposes of the foregoing transactions with AfrAsia Bank Limited be:

- Any one of the above
 Any two of the above
 All of the above

Specify any other combination _____

CERTIFIED TRUE COPY

Secretary / Director / Partner

DATE _____

The Manager
AfrAsia Bank Limited (the “Bank”)

FAX & EMAIL INDEMNITY

Dear Sir

ACCOUNT NAME: _____

EMAIL/S: _____

In consideration of the Bank agreeing to accept instructions from us (or specified agent or representatives) from time to time by fax and above email/s (the “Instructions”) for the operation of any accounts/facilities with the Bank, now or in the future, without requiring written confirmation bearing original signatures in accordance with the mandate for such account(s) before acting on the Instructions:

1. We hereby authorise the Bank to act on the Instructions which the Bank, in its sole discretion, believes to emanate from us and we agree that the Bank shall not be liable for acting in good faith on any unauthorised instructions. The Bank may decline or delay acting on any Instructions for any reason -if such Instructions are incomplete or ambiguous, or cannot be carried out due to insufficient funds or otherwise, or for any reason.
2. We agree that the Bank shall not be under any duty to verify the identity of the person or persons giving the Instructions purportedly in our name and any transaction made pursuant to the Instructions shall be binding upon us, whether made with or without our authority, knowledge or consent.
3. We undertake to keep the Bank indemnified at all times against and to hold the Bank harmless from all actions, proceedings, claims, loss, damages, costs or expenses which may be brought against the Bank or suffered or incurred by the Bank and which shall have arisen either directly or indirectly out of or in connection with the Bank accepting the Instructions and acting thereon.
4. We agree that the Bank, its correspondents and other financial institutions involved in processing remittances may rely on any account or identification information provided by us and will not seek to confirm whether the information specified therein corresponds with the beneficiary or the beneficiary’s bank provided in the payment order. Neither the Bank nor its correspondent bank shall be held liable for any loss, damage or prejudice.

Payment Instructions given by us and executed by the Bank are irrevocable. Under certain circumstances, these Instructions will be exclusively refused by the Bank and without it being in any way liable, however, for any refusal it may make. The Bank will make its best efforts to recall a wire transfer upon our instructions. However, we agree that the Bank cannot guarantee return of funds to us. If the Bank is able to obtain a return of funds, it will credit our account at the Bank’s quoted rate of exchange on that particular date.

We agree to pay the Bank or its correspondents any applicable fees and charges and to reimburse any deductions for any withholding taxes or for any interest and penalties that may have to be paid by the Bank when effecting remittances. We hereby authorise the Bank to deduct any such amount in Mauritius or elsewhere where we may be maintaining accounts. We also acknowledge differences in the timing zones and differences between local and international regulations.

5. We agree to indemnify the Bank against any and all charges, complaints, costs, damages, demands, expenses, liabilities and losses which the Bank may incur, sustain or suffer, arising from or by reason of the Bank’s acting, delaying to act on any Instructions received, in accordance with this agreement, including without limitation legal fees and disbursements reasonably incurred by the Bank. The indemnity is in addition to any other indemnity provided to the Bank.

6. This agreement may be terminated by the Bank at any time by verbal or written notice or any other communication means effective upon delivery. We may terminate this agreement at any time by notice in writing delivered to the Bank which shall be effective no later than five business days after delivery to the Bank.

7. We hereby agree that the Bank may act on any Instruction provided by us and such Instructions shall be binding on us without confirmation by the Bank. This Agreement shall remain effective until terminated in accordance with this agreement.

8. /We agree that the terms of this agreement
- are in addition to any terms or mandate that we have provided to you;
- shall be regarded as a request to you and not an obligation upon and not to act in any manner whatsoever;
- this agreement shall be governed by the laws of the Republic of Mauritius. The courts of the Republic of Mauritius shall have non-exclusive jurisdiction to settle any dispute arising out of or in connection with this agreement.

9. We acknowledge that it is our responsibility to understand and comply with all of our tax requirements and commitments in accordance with the laws and regulations in our country of residence and any other relevant jurisdiction, and the resulting consequences. It is also our responsibility to obtain advice from an independent professional (e.g. lawyer, tax advisor, etc.) when necessary. In this context, we confirm that we understand these requirements and obligations and that we are fully compliant with them. Consequently, we declare that all of our accounts held in the Bank, all of the assets (including cash, securities and other investments) lodged with the Bank in our names, and all related income and profits are and shall be declared to the tax authorities (or any other competent body) of our country of residence and any other relevant jurisdiction. We understand that if any of the aforementioned statements or commitments proves to be inaccurate and if we do not correct the situation immediately and provide evidence of such correction to the Bank, the Bank may decide to immediately terminate its relationship with us. The Bank shall not be liable for any loss or damage of any kind which you may suffer or incur as a result of such termination.

Made and Executed on the _____ day of _____

Authorised Signatories

INDICATIVE DOCUMENTS CHECKLIST – ADDITIONAL DOCUMENTS MAY BE REQUESTED

DOMESTIC COMPANY

- Board Resolution authorising the opening of account/s, signing instructions and names of all directors / signatories
- Certificate of Incorporation
- Application for Incorporation of a Company / Memorandum & Articles of Association / Constitution and any amending resolutions
- List of Shareholders holding 20% or more of shares / Beneficial Owners / Ultimate Beneficial Owners / Directors / Authorised Signatories and their ID Cards / Current valid Passports / Recent Proof of Address i.e. Recent
- Paid Utility Bills / Bank or Credit Card Statement /- Bank Reference (for foreigner/non resident) / CV
- Structure chart until UBO
- Business Registration Card
- Business Licence (as applicable)
- Latest Audited Financial Statements (where applicable)
- Last Annual Return to Registrar of Companies (if applicable)
- Fax & Email Indemnity Letter (at the client's discretion)

LISTED COMPANY

- Documents proving listed status
- Latest Annual Reports and Accounts
- Board Resolution authorising the opening of account/s, signing instructions and names of all signatories
- List of Authorised Signatories and their ID Cards / current valid Passports / Recent Proof of Address i.e.
- Recent paid Utility Bills / Bank or Credit Card Statement / - Bank Reference (for foreigner/non resident) / CV
- Business Registration Card (as applicable)
- Fax & Email Indemnity Letter (at the client's discretion)

PARTNERSHIP / SOCIETE

- Resolution authorising the opening of account/s, signing instructions and names of all partners
- Partnership Agreement / Deed of Societe
- Certificate of Registration
- Latest Financial Statements (where applicable)
- List of Partners holding 20% or more of shares / Administrators / Authorised Signatories / Gerants and their ID Cards / current valid Passports /Recent Proof of Address i.e. Recent paid Utility Bills / Bank or Credit Card
- Statement/- Bank Reference (for foreigner/non resident)/ CV
- Fax & Email Indemnity Letter (at the client's discretion)

PARASTATAL BODIES

- Act of Parliament
- Board Resolution authorising the opening of account/s, stating currency/ies, signing instructions and names of signatories
- List of signatories and their ID Cards / Passports
- Fax & Email Indemnity Letter (at the client's discretion)

INDICATIVE DOCUMENTS CHECKLIST (CONTINUED) – ADDITIONAL DOCUMENTS MAY BE REQUESTED

INTERNATIONAL COMPANY

- Board Resolution authorising the opening of the account, signing instructions and names of all directors / signatories
- Global Business Licence*
- Certificate of Incorporation*
- Memorandum and Articles of Association / Constitution*
- Register of Shares, Directors & Secretaries*
- Background information (Prospectus / Annual Report / Financial Statements).
- Eligible Introducer Certificate - Structure chart until UBO
- List of Shareholders holding 20% or more of shares - Directors, Beneficial Owners, Ultimate Beneficial Owners and Authorised Signatories:*
 - ID Cards / current valid Passports
 - Recent Proof of Address i.e. Recent paid Utility Bills / Bank or Credit Card Statement
 - Bank Reference
 - CV
- Business Plan* * To be certified true copy by the Introducer
- Fax & Email Indemnity Letter (at the client's discretion)

INVESTMENT FUNDS

- Private Placement Memorandum / Constitution
- Certificate of Registration
- Board Resolution authorising the opening of account/s, stating currency/ies, signing instructions and names of signatories
- List of Promoters / Directors / Authorised Signatories and their ID Cards / current valid Passports / Recent Proof of Address i.e. Recent paid Utility Bills / Bank or Credit Card Statement / - Bank Reference (for foreigner/non resident) / CV
- Business Licence
- Undertaking from Administrator/Promoter/Investment Manager that due diligence is carried out on the investors
- Fax & Email Indemnity Letter (at the client's discretion)

If Investment Fund holds a GBC licence above list of documents referred under International Company is also applicable

CLUB / ASSOCIATION

- Resolution authorizing the opening of account
 - to be signed by all Authorised Signatories as stated in the Committee Minutes of Meeting
- Certificate of Registration
- Approval letters from an appropriate authority approving the formation of the Club, Society or Association
- Committee Minutes of Meeting signed by the Chairman advising the signatories on behalf of the Club or Association
- Rules and Regulations of the Club or Association
- Security Bond (Registered)
- List of Elected Members / Authorised Signatories and their ID Cards / current valid Passports / Recent Proof of Address i.e. Recent paid Utility Bills / Bank or Credit Card Statement/- Bank Reference (for foreigner/non resident)/ CV
- Fax & Email Indemnity Letter (at the client's discretion)

NOTE: All proof of address and Bank Reference should not be older than 3 months

Documents to be either in original or duly certified as a true copy by a lawyer, accountant or other professional persons, who clearly adds to the copy (by means of a stamp or otherwise) his name, address and profession.

TREASURY DEALING MANDATE

The Chief Executive Officer
AfrAsia Bank Limited
10 Dr. Ferrière Street
Port Louis

Date: ____ / ____ / ____

As approved by the Board of Directors on _____ (hereinafter referred to as “we” or “us” or “our” or “our institution”), having our registered office at _____ and duly represented by _____ .

(a) authorise the under-mentioned officers of our institution to deal in Treasury related products, namely:

- Forex Spot purchases and sales
- Forex Forward purchases and sales
- Forex Swaps
- Forex Options
- Bonds and other Securities

via telephone /Reuters Messaging platform/email with the Treasury Department of AfrAsia Bank Limited (hereinafter referred to as you or your or “the Bank”), which will hold all records, accounts and similar documentation as may be required, including the maintenance of an internal account on our behalf, to record all Forex dealing transactions done with us. The statements and advices in relation thereto will be available at the Bank.

Name and Email Address of authorized officer	Designation	Specimen Signature	Authorised Limit

(b) authorise the under-mentioned employees/officers/representatives/advisers of our institution (“Authorised Recipients”) to receive all email correspondence on our behalf in connection with the a aforementioned Treasury related products.

Name of authorized email addressees	Designation	Email address	FAX Number

We are aware of the inherent risks contained in concluding deals over the telephone or via the Reuters Messaging platform or by email, such as, but not limited to, absence of confidentiality and impersonation, and we agree to take full responsibility and assume all liability in respect of the instructions received by the Bank via telephone/Reuters Messaging platform or by email. We understand that, while the Bank will take reasonable steps to ascertain the identity of our officers/s effecting the deal, it cannot be held responsible in the event an unauthorized person uses the telephone or obtains unauthorised access to the Reuters Messaging platform or email accounts of our institution to conclude a deal with the Treasury Department of the Bank.

You are hereby irrevocably and unconditionally authorized to act on any instruction by telephone/email/Reuters Messaging which you in your sole discretion believe emanate from us or otherwise appears to comply with the terms of the present mandate and you shall not be liable for acting in good faith on telephone/email/Reuters Messaging instructions which emanate from unauthorized individuals or in any circumstances whatsoever. Any transaction made (including but not limited to the Foreign Exchange (Forex) related products referred above) over telephone/email shall be binding upon us whether made with or without our authority, knowledge or consent. We shall usually confirm the same in writing (by fax/mail/letter) on the next business day upon which such telephone/email/Reuters Messaging instructions are given.

We agree that once a deal is executed and confirmed over telephone/Reuters Messaging/Email, it becomes a valid contract between us and the bank.

We undertake to keep you indemnified at all times against, and to save you harmless from all actions, proceedings, claims, loss, damage, costs and expenses which may be brought against you or suffered or incurred by you and which shall have arisen either directly or indirectly out of, or in connection with your accepting over telephone/Reuters Messaging/Email, instructions from us and acting thereon, whether or not the same are confirmed in writing by us.

In the event that we are unable to honour deals concluded, we agree that the transaction should be reversed, at the option of the Bank, at the prevailing market rate and any losses incurred by the Bank as a result of this reversal will be borne by our institution.

We are aware that all deals effected over the telephone are recorded electronically by the Bank and we hereby accept that such recordings be retained by the Bank to assist, where necessary, any contentious matters that may arise and moreover be admissible in any competent Court.

We shall inform the Bank in writing by way of registered post with advice of delivery of any change in our authorised dealers. The present Dealing Mandate is governed by and construed in accordance with the Mauritius Code of Conduct for the Foreign Exchange and Money Markets; the International Swaps and Derivatives Association (ISDA) 2002 Master Agreement and the laws of the Republic of Mauritius.

We hereby irrevocably submit any dispute arising from or in connection with the present Dealing Mandate to the non-exclusive jurisdiction of the Courts of the Republic of Mauritius.

This authorization shall remain in force until receipt by your Bank of notice in writing from ourselves varying or purporting to vary or revoke this Dealing Mandate.

Dated this _____ day of _____

Signature			
Name			
Designation			

Seal of our Institution:

CALL BACK AUTHORISATION MANDATE

Date: _____

The Manager
AfrAsia Bank Limited
Bowen Square, 10 Dr Ferriere Street
Port Louis, Mauritius

I/ We, the authorised signatory (ies) of accounts held at AfrAsia Bank Limited hereby nominate the following person(s) to be called back to confirm facsimile/original transfer/email instructions sent to the Bank signed by me/us and to be called to confirm and agree to the Bank's exchange rates in connection with cross-currency transactions.

Account Name: _____

FIRST NOMINEE

Full Name: _____

ID Number: _____

Call Back Tel Contact Number(s): _____

Signature: _____

SECOND NOMINEE

Full Name: _____

ID Number: _____

Call Back Tel Contact Number(s): _____

Signature: _____

AUTHORISED SIGNATORY(IES)

Full name: _____

Signature: _____ Date: _____

Full name: _____

Signature: _____ Date: _____

I/We hereby confirm that the persons specified above shall be aware of the instructions given by me/us pursuant to this mandate.

INTERNET BANKING APPLICATION (Corporate)

CUSTOMER DETAILS

Customer Name: _____

FOR BANK USE ONLY - No.: _____

The table below (as updated by the Customer and accepted by the Bank from to time) lists the persons authorized by the Customer to use the Bank’s internet banking services on its behalf. This table also sets out the functions and rights (View/Initiate/Authorise) held by these persons.

PIN

- 🔪 DO NOT DISCLOSE your Password to anyone and DO NOT RECORD it in a way that can be easily copied.
- 🔪 Note that you will be requested to change your password on your first login. If this is not the case, please notify the Bank immediately.
- 🔪 Your password is highly confidential. Bank officers will never ask for your password. In no circumstances should you communicate your password to the Bank officers.
- 🔪 Please notify us immediately if you believe your password has been compromised.
- 🔪 You are solely responsible for securing and maintaining the confidentiality of your password.

***PIN BY EMAIL**

The customer hereby authorises the Bank to send the PIN by email to the address mentioned above at the customer’s own risk and peril and the Bank will not be held responsible for any prejudice and/or loss suffered by the customer. The customer undertakes to keep the Bank indemnified at all times against all actions, proceedings, claims, loss, damage, costs and expenses which may be brought against the Bank or suffered or incurred by the Bank and which shall have arisen either directly or indirectly out of or in connection with the Bank accepting to send the PIN Mailer by email. Please DO NOT REPLY or FORWARD the email sent by the bank. PLEASE DELETE this email from your mail box once you have memorized your Password.

One Time Passwords

The OTPs will be sent to the persons, and by the means, set out in the table below (as updated by the Customer and accepted by the Bank from to time). The persons named in this table (as updated) are authorised to act on behalf of the customer in accordance with this Application.

One Time Passwords by Email

For customer security reasons, the Bank recommends that OTPs only be transmitted by SMS to the Customer’s mobile number held on the Bank’s records. If for any reason, the Customer should opt for OTPs to be transmitted to the Customer’s e-mail address, whether in addition to, or instead of SMS OTPs, the Customer’s attention is drawn to clause 12 of the attached Terms and Conditions.

Agreement

We confirm that the information in this Application is true and correct and we agree to be responsible for all transactions through the internet banking services. We confirm having read and understood all the rules relating to the Bank’s internet banking services, including the User Agreement, the Bank’s General Terms and Conditions (both accessible through the Bank’s website) and the attached terms and conditions.

Date: _____ Signature/s: _____

GROUP				
NAME				
USERNAME (Min 6 alpha-numeric characters)				
ACCESS RIGHTS (View / Initiate / Authorise)				
ACC. NO/S.				
MODE OF AUTHORISATION (Single / Dual / None)				
EMAIL				
MOBILE NO. (including country and area codes)				
OTP VIA SMS (Please tick as applicable)				
OTP VIA EMAIL** (Please tick as applicable)				
EMAIL NOTIFICATION (Please tick where applicable)				

TERMS & CONDITIONS

1. The registration, activation or use of the One Time Password (OTP) by the Customer will constitute conclusive evidence of the Customer's acceptance to these Terms and Conditions.

2. The OTP is a unique and time-sensitive password used as added security on Internet banking. The OTP does not replace the password (PIN) the Customer uses to log on to Internet banking but provides an additional layer of security. The OTP facility is a service provided by the Bank to its customers to protect the use of Internet banking by the Customer by requiring the Customer to verify his/her identity using an OTP. The OTP will be transmitted to the Customer's contact details held by the Bank for such purpose. The purpose of the OTP facility is to protect the Bank's customers, including the Customer, by reducing the risks of unauthorised account access, identity theft and fraud.

3. The Bank reserves the right to modify or suspend, temporarily or permanently, the OTP, with respect to the Customer or all its customers, with or without notice, where the Bank considers it necessary or advisable to do so, including when the Bank suspects breach of security, or when the Bank has reasonable grounds to suspect that the Customer's registration data is inaccurate, incomplete, or when the Bank needs to suspend the OTP facility for maintenance or other reasons. Any transactions conducted using the OTP facility prior to its suspension will remain valid and the Customer will continue to be bound by these Terms and Conditions in respect of such transactions.

4. Activation - The Customer will comply with any activation procedures that the Bank may from time to time prescribe in order to use the OTP facility.

5. Accuracy of information - The Customer will promptly update his/her contact details, to keep them accurate, and complete, and upon request provide such additional contact details to the Bank as the Bank requires.

6. After the registration and activation of the OTP facility, the Customer will be provided with an OTP when effecting an internet banking transaction. If the Customer is unable to insert the OTP provided by the Bank, within the prescribed period of time, or if the authentication through the OTP facility otherwise fails, the Customer will not be able to effect any transaction.

7. Internet Banking Session Timeout - For the purpose of protecting customer information when using Internet banking, the Bank will require the Customer to choose a session timeout duration. If the Customer is idle during a time period greater than this session timeout duration, the Customer will be logged out of the internet banking portal automatically. The session timeout duration is chosen by the Customer. The Customer assumes all risks associated with such selection.

8. The Customer may incur a delay in receiving the OTP or may be unable to receive the OTP which may inter alia be caused by:

- issues with mobile or other electronic device (including loss of device);
- issues with mobile or internet network or service provider; or
- change in contact details without having informed the Bank.

The Bank will not be liable for any service charge levied by a mobile or internet service provider in connection with the OTP or for any issue associated with the mobile or internet network or service provider.

9. Customer security - The Customer agrees and undertakes to act prudently and in good faith when using the OTP facility. The Customer will be solely responsible for maintaining the confidentiality of the OTP and for any transaction involving the use of the OTP facility. The Customer will not disclose to any other person or otherwise permit or enable any other person to obtain any OTP.

10. The Customer must immediately notify the Bank of any suspected or actual unauthorised use of the OTP.

11. Liabilities and obligations of Customer - The Bank will not be liable for any loss, damage, interruption, delay or non-performance arising out of the Customer's use of the OTP facility or any delay or non-delivery of an OTP, and the Customer agrees to indemnify the Bank in each of these instances. The Customer will be liable for all transactions conducted through Internet banking, with/without the OTP, and whether such OTP was transmitted to the Customer via email or SMS. The Customer is fully liable for all claims, losses and consequences arising out of or in connection with the use of the OTP facility. The Customer confirms that it has taken full responsibility and assumes all liability for fraud, identity theft or unauthorised account access in connection with the OTP facility and the Bank's internet banking services generally.

12. The Customer agrees that the Bank may use, hold, store and/or process, by computer or otherwise, in any location whatsoever, any information given by the Customer in dealings with the Bank, or obtained by the Bank in connection with the OTP and any information relating to the Customer's accounts. The Bank will disclose data only if the Bank has obtained the prior written consent of the Customer, or has a right or duty to disclose.

13. The Customer agrees that all users subscribed to internet banking who have access to initiate, view or authorise transactions (including, but not limited to, salary payments), will have unrestricted and unlimited access. The Customer agrees that the Bank will have no liability to the Customer whatsoever in connection with such users' access.

Should the Customer wish to limit any access of any users, the Customer agrees to open a new account and instruct the Bank accordingly.

In the event of any and all claims, demands, losses, liabilities or expenses, including legal fees, resulting directly or indirectly from any claims of any third party in connection with such users' access to initiate, view or authorise transactions (Claims), the Customer further agrees that the Customer will indemnify, defend and hold harmless the Bank, its directors, officers, employees, agents, successors and assigns from and against any and all such Claims. The Customer confirms that the Customer will take full responsibility and assume any and all liability for unauthorised account access, identity theft and/or fraud.

E-STATEMENT REGISTRATION
Personal and Corporate accounts

Date: ____ / ____ / ____

Upon registration to the present e-statement service, you will receive all your debit, credit advices and statements related to your accounts by e-mail and free of charge.

1 YOUR PERSONAL DETAILS

Company name: _____

First Names: _____

National ID Number (or Passport Number): _____

2 YOUR CONTACT INFORMATION

E-mail address _____
(two addresses maximum)

Telephone number: _____

3 YOUR SELECTED ACCOUNTS

Account(s) for which you would like to receive e-statements: _____

4 YOUR SIGNATURE

In this Signature section, the words "We/us/our" refer to the Customer.

We hereby authorise the Bank to send us, free of charge, our debit, credit advices and statements related to our accounts and/or any other information (the "services") through our valid electronic mail address specified above.

We fully understand and agree that:

a) We will no longer receive paper advices and statements.

b) We must at all times keep the electronic mail address initially given by us specified above active. If we change the electronic mail address initially given by us or the electronic mail address becomes inactive, we shall promptly notify the Bank by calling our Relationship Manager or by fax or electronic mail (but not through the Bank's website) of such change or of the new valid electronic mail address as the case may be. Such notice shall be effective no later than 5 (five) business days after the receipt of the notice by the Bank.

c) Even though the Bank shall ensure at all times that communications via internet are secure, the Bank is not liable for any viruses and other malware uploaded to our computer devices by third parties or the Bank, its employees or agents. We are responsible for checking any documents for viruses and other malware.

d) The present authorisation shall remain valid until revoked by us through a written notice to our Relationship Manager.

e) These terms and conditions should be read in conjunction with the Bank's standard terms and conditions which can be found online on www.afasiabank.com.

We certify that the above information is true and accurate and we confirm having read and understood the terms and conditions.

Signature: _____

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Customer ID: _____ Date: ____ / ____ / ____

Processed by: _____ Verified by: _____

ENTITY TAX RESIDENCY SELF-CERTIFICATION FORM

Please complete, where applicable, the relevant sections below in relation to all relevant accounts and provide any additional information/documents as may be required.

CUSTOMER DETAILS

Legal Name			
Country of incorporation or organisation			
Current Residence Address (Town/State and Country)			
Mailing Address (if different to the address shown above)			
Entity Type (choose one)		<input type="checkbox"/> Financial Institution If yes, Provide GIIN _____ • _____ • _____ <i>(obtained for FATCA purposes)</i>	
		<input type="checkbox"/> Passive NFE If yes, Provide name of Controlling Person(s) _____	
		<input type="checkbox"/> Active NFE	
Name of any Controlling Person(s) of the Account Holder – Complete “Controlling Person Tax Residency self-certification form” for each Controlling Person*			
Country of Tax Residence (Entity)	TIN or a Business/company registration code/num	If no TIN available, enter Reason A, B or C	If you have selected Reason B, explain why

Note: Please complete the above table indicating (i) where the Account Holder is tax resident and (ii) the Account Holder's TIN for each country indicated. If the Account Holder is not tax resident in any jurisdiction (e.g., because it is fiscally transparent), please indicate that on line 1 and provide its place of effective management or country in which its principal office is located.

If the Account Holder is tax resident in more than three countries please use a separate sheet

If a TIN is unavailable please provide the appropriate reason A, B or C where appropriate:

Reason A - The country where I am liable to pay tax does not issue TINs to its residents

Reason B - The Account Holder is otherwise unable to obtain a TIN or equivalent number (Please explain why you are unable to obtain a TIN in the below table if you have selected this reason)

Reason C - No TIN is required. (Note. Only select this reason if the authorities of the country of tax residence entered below do not require the TIN to be disclosed)

Declarations and Signature

- I understand that the information supplied by me is covered by the full provisions of the terms and conditions governing the Account Holder's relationship with AfrAsia Bank Limited setting out how AfrAsia Bank Limited may use and share the information supplied by me.
- I acknowledge that the information contained in this form and information regarding the Account Holder and any Reportable Account(s) may be provided to the tax authorities of the country in which this account(s) is/are maintained and exchanged with tax authorities of another country or countries in which the Account Holder may be tax resident pursuant to intergovernmental agreements to exchange financial account information.
- I certify that I am the Account Holder (or am authorised to sign for the Account Holder) of all the account(s) to which this form relates.
- I declare that all statements made in this declaration are, to the best of my knowledge and belief, correct and complete.
- I undertake to advise AfrAsia Bank Limited within 30 days of any change in circumstances which affects the tax residency status of the individual identified above of this form or causes the information contained herein to become incorrect, and to AfrAsia Bank Limited with a suitably updated self-certification and Declaration within 30 days of such change in circumstances.
- I declare that all information provided on this form is true, correct and complete and I undertake to indemnify that AfrAsia Bank Limited and its Officers in the event I would have made any misstatement in this certificate.**

Signature: _____

Date: _____

Print name: _____

Note: Please indicate the capacity in which you are signing the form (for example 'Authorised Officer'). If signing under a power of attorney please also attach a certified copy of the power of attorney

Capacity: _____

CONTROLLING PERSON TAX RESIDENCY SELF-CERTIFICATION FORM

Please complete, where applicable, the relevant sections below in relation to all relevant accounts and provide any additional information/documents as may be required.

CONTROLLING PERSON DETAILS

Name of Controlling Person			
Current Residence Address			
Mailing Address (if different to the address shown above)			
Date of Birth (dd/mm/yyyy)			
Place of Birth - Town or City of Birth			
Country of Birth			
Legal name of the relevant entity Account Holder(s) of which you are a Controlling Person		Legal name of Entity 1	
		Legal name of Entity 2	
		Legal name of Entity 3	
Country of Tax Residence (Controlling Person)	TIN/social security/insurance no./citizen/personal identification/service code/no. or resident registration no.	If no TIN available, enter Reason A, B or C	If you have selected Reason B, explain why

Note: Please complete the above table indicating:

- (i) where the Controlling Person is tax resident;
- (ii) the Controlling Person's TIN for each country indicated; and,
- (iii) if the Controlling Person is a tax resident in a country that is a Reportable Jurisdiction(s) then please also complete the section "Type of Controlling Person". (You can also find out more about whether a country is a Reportable Jurisdiction on the OECD automatic exchange of information portal). If the Controlling Person is tax resident in more than three countries please use a separate sheet

If a TIN is unavailable please provide the appropriate reason A, B or C:

Reason A - The country where the controlling person is liable to pay tax does not issue TINs to its residents

Reason B - The Account Holder is otherwise unable to obtain a TIN or equivalent number (Please explain why you are unable to obtain a TIN in the below table if you have selected this reason)

Reason C - No TIN is required. (Note. Only select this reason if the authorities of the country of tax residence entered below do not require the TIN to be disclosed)

Type of Controlling Person

(Please only complete this section if you are tax resident in one or more Reportable Jurisdictions)

Please provide the Controlling Person's Status by ticking the appropriate box.	Entity 1	Entity 2	Entity 3
a. Controlling Person of a legal person – control by ownership			
b. Controlling Person of a legal person – control by other means			
c. Controlling Person of a legal person – senior managing official			
d. Controlling Person of a trust – settlor			
e. Controlling Person of a trust – trustee			
f. Controlling Person of a trust – protector			
g. Controlling Person of a trust – beneficiary			
h. Controlling Person of a trust – other			
i. Controlling Person of a legal arrangement (non-trust) – settlor-equivalent			
j. Controlling Person of a legal arrangement (non-trust) – trustee-equivalent			
k. Controlling Person of a legal arrangement (non-trust) – protector-equivalent			
l. Controlling Person of a legal arrangement (non-trust) – beneficiary-equivalent			
m. Controlling Person of a legal arrangement (non-trust) – other-equivalent			

Declarations and Signature

- I understand that the information supplied by me is covered by the full provisions of the terms and conditions governing the Account Holder's relationship with AfrAsia Bank Limited setting out how AfrAsia Bank Limited may use and share the information supplied by me.
- I acknowledge that the information contained in this form and information regarding the Controlling Person and any Reportable Account(s) may be reported to the tax authorities of the country in which this account(s) is/are maintained and exchanged with tax authorities of another country or countries in which [I/the Controlling Person] may be tax resident pursuant to intergovernmental agreements to exchange financial account information.
- I certify that I am the Controlling Person, or am authorised to sign for the Controlling Person, of all the account(s) held by the entity Account Holder to which this form relates.
- I declare that all statements made in this declaration are, to the best of my knowledge and belief, correct and complete.
- I undertake to advise AfrAsia Bank Limited within 30 days of any change in circumstances which affects the tax residency status of the individual identified in Part 1 of this form or causes the information contained herein to become incorrect, and to provide AfrAsia Bank Limited with a suitably updated self-certification and Declaration within 30 days of such change in circumstances.

I declare that all information provided on this form is true, correct and complete and I undertake to indemnify that AfrAsia Bank Limited and its Officers in the event I would have made any misstatement in this certificate.

Signature: _____

Date: _____

Print name: _____

Note: If you are not the Controlling Person please indicate the capacity in which you are signing the form. If signing under a power of attorney please also attach a certified copy of the power of attorney.

Capacity: _____

FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA) FORM – CORPORATE ACCOUNT
(Company/Trust/Foundation/Partnership/any other legal arrangements)

Account Opening Form Supplement

Indicia of US status

Please confirm entity's FATCA status by checking the relevant box:

YES NO

	YES	NO
Is the entity incorporated in US?	<input type="checkbox"/>	<input type="checkbox"/>
Is shareholder/ultimate beneficial owner/director/controlling person* of the entity a US citizen or resident? (20 percent ownership threshold is required for determining a substantial U.S. owner)	<input type="checkbox"/>	<input type="checkbox"/>
Does the entity have a current US residence or mailing address?	<input type="checkbox"/>	<input type="checkbox"/>
Does the entity have current US telephone number?	<input type="checkbox"/>	<input type="checkbox"/>
Does the entity have standing instructions to pay amounts from the account to an account maintained in the United States?	<input type="checkbox"/>	<input type="checkbox"/>
Has a current power of attorney or signatory authority of the entity been granted to a person with a US address?	<input type="checkbox"/>	<input type="checkbox"/>
Does the entity only maintain a US "in-care-of" or "hold mail" address?	<input type="checkbox"/>	<input type="checkbox"/>
Does entity receive any payment of interest, dividends, rents, salaries, wages, premiums, annuities, compensations, remunerations, emoluments, and other fixed or determinable annual or periodical gains, profits, and income from sources within the United States?	<input type="checkbox"/>	<input type="checkbox"/>
Does entity receive any gross proceeds from the sale or other disposition of any property of a type which can produce interest or dividends from sources within the United States?	<input type="checkbox"/>	<input type="checkbox"/>

The entity or organisation is a resident of: _____ for tax purposes.

US Taxpayer Identification Number: _____ GIIN/Foreign Tax Identification Number: _____

The entity's FATCA status:

- Nonparticipating FFI*
 Participating FFI*
 Reporting Model 1 FFI*
 Reporting Model 2 FFI*
 Nonreporting IGA FFI*
 Active NFFE*
 Passive NFFE*

Substantial US Owners (20 %) /Controlling Persons* that are Specified U.S. Persons

Name	Address	TIN

We hereby confirm that the information provided above is true, accurate and complete and the submitted documents are genuine and duly executed.

In addition to the General Terms and Conditions of the Bank and any other document governing the agreement with AfrAsia Bank Limited, subject to applicable local laws, we hereby consent for AfrAsia Bank Limited to share information about the entity with domestic and overseas regulators and tax authorities where necessary to establish its tax liability in any jurisdiction

We undertake to notify the Bank within 30 days if there is change in any information which has been provided to the Bank.

Name _____ Signature _____ Date _____

Name _____ Signature _____ Date _____

Name _____ Signature _____ Date _____

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Bank’s assessment on customer’s FATCA classification, Customer is reportable: Yes No

CIF _____ Relationship Manager Signature _____ Date _____

Annexure 1 - Definitions

Controlling Persons - are defined as natural persons who exercise control over an entity.

In the case of a Trust this means -

- the settlor;
- the trustees;
- the protector (if any);
- the beneficiaries (if appointed); and
- any other natural person exercising ultimate effective control over the Trust.

In case of a Company this means -

- shareholders;
- the beneficiaries or Ultimate beneficial owners; and
- any other natural person exercising ultimate effective control over the Company.

In case of a Foundation this means -

- Council Members;
- Founder;
- Executor;
- Beneficiaries;
- Protector;
- the beneficiaries (if appointed); and
- any other natural person exercising ultimate effective control over the Foundation.

Non-participating foreign financial institution - An FFI that does not enter into an agreement with the IRS is referred to as a "non-participating foreign financial institution" (NPFFI), and is subject to withholding under FATCA.

Participating foreign financial institution - An FFI that enters into a FFI agreement with the IRS is referred to as a "participating foreign financial institution" (PFFI).

Reporting Model 1 FFI - The term Reporting Model 1 FFI means a Financial Institution with respect to which a non-U.S. government or agency thereof agrees to obtain and exchange information pursuant to a Model 1 IGA, other than a Financial Institution treated as a Nonparticipating Financial Institution under the Model 1 IGA.

Reporting Model 2 FFI - Model 2 IGA means an agreement or arrangement between the U.S. or the Treasury Department and a foreign government or one or more agencies to implement FATCA through reporting by FFIs directly to the IRS in accordance with the requirements of an FFI agreement, supplemented by the exchange of information between such foreign government or agency thereof and the IRS. An FFI in a Model 2 IGA jurisdiction that has entered into an FFI agreement is a participating FFI, but may be referred to as a reporting Model 2 FFI.

Nonreporting IGA FFI - Financial Institution in a jurisdiction which has not signed a IGA with the US government.

An NFFE is any non-USA entity under the US Agreement that is not treated as a Financial Institution. In practice therefore this could apply to any company, partnership, trust, foundation or any other legal entity that is not a Financial Institution.

There are two categories of NFFE:

- Active NFFE
- Passive NFFE

An NFFE, whether Passive or Active, has no registration obligations. Instead, it is the responsibility of the financial Institution with which the NFFE has a relationship to obtain self-certification from the NFFE to establish its status. Where the NFFE is Passive, the financial institution should request information in respect of Controlling Persons of that NFFE and report to the local tax authorities in respect of those Controlling Persons.

Active NFFE - An Active NFFE means any NFFE that meets certain specified criteria including the following:

1. less than 50% of its gross income for the preceding calendar year is passive income and less than 50% of the weighted average percentage of assets held by it is assets that produce or are held for the production of passive income (i.e. dividends, interest annuities etc.);
2. the stock of the NFFE is regularly traded on an established securities market or the NFFE is related to such an entity;
3. the NFFE is not yet operating a business and has no prior operating history, but is investing capital into assets with the intent to operate a business other than that of a Financial Institution, provided that the NFFE shall not qualify for this exception after a period of 2 years from incorporation/establishment;
4. The NFFE is an "excepted NFFE" as described in relevant USA Treasury Regulations; or
5. The NFFE is established and operated in its jurisdiction of residence exclusively for religious, charitable, scientific, artistic, cultural, athletic, or educational purposes; or it is established and operated in its jurisdiction of residence and it is a professional organisation, business league, chamber of commerce, labor organisation, agricultural or horticultural organisation, civic league or an organisation operated exclusively for the promotion of social welfare and certain other conditions are satisfied.

Passive NFFE - A passive NFFE is an NFFE that is not:

- an Active NFFE; or
- a withholding foreign partnership or withholding foreign trust pursuant to relevant USA Treasury Regulations.