

INTERNAL USE ONLY

Name of Captive Manager

CIF

Thank you for your recent request to open a new account with Butterfield. To ensure the account(s) are opened without delay, please complete the application form below. We appreciate your business, so please do not hesitate to contact our Client Services Team directly should you require assistance during the account opening process.

Depending on the proposed structure of the new captive, please complete either **SECTION A** or **B**.

SECTION A – NEWLY INCORPORATED CAPTIVE INSURANCE COMPANIES**INFORMATION**

Full legal name

Country of incorporation

Official identification number

Date of incorporation

Registered address

Street address

Town

Country

DOCUMENTATION

Please provide the following documentation in support of your application:

Memorandum & Articles of Association or equivalent constitutional document; and

Certificate of Incorporation or equivalent.

Please note that all copy documentation must be certified in accordance with the guidance notes attached.

SECTION B – NEW CELL IN EXISTING SEGREGATED CELL STRUCTURE**INFORMATION**

Name of New Cell

Name of Core SPC

DOCUMENTATION

Where the constitutional documentation of the cell company has changed, or been updated in response to the creation of the new cell, please provide updated copies.

SECTION C – CONTACT DETAILS

Please provide the contact details of the principal individual responsible for managing the prospective relationship with the Bank:

Name

E-mail

Contact number

Mailing address

PO Box Street address

Country

Post code

SECTION D – PRODUCTS AND SERVICES

Please provide details of the accounts requested in the section below:

Account Currency Initial deposit Average balance Where additional products or currencies are required, please provide details:

Please confirm the purpose of the account(s) requested, including the rationale for opening account(s) in the jurisdiction:

Source of initial deposit

Domestic transfer Wire Cheque Draft Other

Please provide details of how the funds deposited into the account(s) requested were acquired:

Please provide details of the expected activity through the account(s) per calendar month:

of Transactions Maximum value Jurisdictions funds are expected to be remitted to and/or received from

Debits

Credits

Please confirm the names of the principal counterparties to which payments are expected to be remitted to/received from:

Name Jurisdiction Outgoing Incoming

SECTION E – PURPOSE AND OPERATIONS**INFORMATION**

Please provide details of the purpose and objectives of the structure:

DOCUMENTATION

Please tick to confirm the following documentation has been provided:

a business plan, or for existing captives, the most recent audited financial statements;

CIMA or BMA licence (if applicable); and

Participation Agreement, Preferred Share Agreement or equivalent.

As noted above, all copy documentation provided to the Bank must be certified in accordance with the guidance notes attached.

Does the company, or any associated individual or entity, have any connection with a sanctioned jurisdiction, including Cuba, Ukraine, North Korea, Syria, Iran or Venezuela?

Yes No

Where the answer to this questions is yes, please contact the Client Services Team for advice.

SECTION F – SOURCE OF WEALTH

Please provide a meaningful description of the expected flow of funds into the structure, including, where applicable, the source of wealth of its beneficial owners:

Please confirm the nature of these activities and jurisdictions in which they were/will be conducted:

Where the captive structure has been established to underwrite risks associated with the operations of a business, please confirm the name(s) of this entity(ies) and their nature of business:

SECTION G – CONNECTED PARTIES

Please complete the form below with details of all Directors, Officers, Authorised Signatories and Ultimate Beneficial Owners (“UBOs”) of the entity. This must be supported by certified copies of the following documentation:

current Share Register or Register of Members;

current Register of Directors or Certificate of Incumbency; and

where the company’s ownership structure is comprised of more than one layer, a structure chart attested to by a Director or Officer.

Where the individuals below are already known to Butterfield (for example, as a Retail Client, or other Corporate Banking relationship), no further documentation is required, but please tick to confirm that the individual’s residential address and, where applicable, tax declaration previously provided to the Bank remains accurate and up to date.

For all other individuals, please enclose a certified copy of their current, in date passport. For Ultimate Beneficial Owners, a certified copy of a utility bill issued within the last three months detailing their permanent residential address must also be provided.

Full name (including any “known as” names)	Date of birth	Nationality(ies)/ Citizenships (state all held)^	Residential address	Occupation	Roles (tick all that apply)			Documentation		
					Ultimate Beneficial Owner	Director or Officer	Authorised Signatory*	Passport	Utility bill	Existing BNTB client

* Where the accounts held with the Bank will be controlled by the Captive Manager, the provision of a signatory book is sufficient in lieu of certified passports, provided that the accuracy of the list is attested to by the firm’s General Counsel, Head of Compliance or Company Secretary.

c) The entity is a trustee documented trust

If yes, please provide the name of the trustee:

GIIN of trustee:

d) The entity is a US Financial Institution

e) The entity is a Certified Deemed Compliant or otherwise non-reporting FI:

If yes, please specify the exemption as per IRS guidelines:

Section 2 – CRS Financial Institutions

If the entity is a FI for CRS, please confirm that it will comply with all associated requirements:

Rationale

Select one

a) An Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution.

Where this option is selected, Section 4 must also be completed.

b) Other Investment Entity

c) Non-Reporting Financial Institution

Please specify the exemption as per OECD guidelines:

d) Financial Institution - Depository Institution, Custodial Institution or Specified Insurance Company

Section 3 – Non-Financial Entity

If the entity is a Non-Financial entity for FATCA and/or CRS, please select either Active NFE or Passive NFE.

Active NFE – please refer to the definitions provided within the attached guidance notes and select the appropriate classification from the list provided below. For additional guidance please contact your tax advisor:

Active business

Holding NFE

Publicly listed company or its related entity

Start up NFE

Non-profit organisation

Liquidating NFE

International organisation

Treasury centers that are members of a non-financial group

If your FATCA classification is none of the above, select this option and complete the appropriate IRS W-8 Form.

Passive NFE – please complete Section 4 below.

Section 4 - Controlling Persons

Where the entity is a Passive NFE or an Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution, please complete the section below with details of the Controlling Persons of the entity. **This must be supported by a completed Individual Declaration of Tax Status Form for each Controlling Person listed.**

In addition, for FATCA purposes if the entity has any US Substantial Owners not listed as Controlling Persons, please also complete the appropriate IRS W-8 Form.

For more information on how to identify Controlling Persons, please refer to the attached guidance notes and/or contact your tax advisor.

Full name	Date of birth	Controlling Person type	DTS form

In completing the table above, if any individual is not already listed in the Connected Party section above; please contact the Client Services Team for further information.

SECTION I – ADDITIONAL INFORMATION

Please provide any additional information that may be relevant to your application in the section provided below:

SECTION J – COMPANY MANDATE

Date of Resolution Adoption:

This is to certify that at a meeting of the Board of Directors of the company, duly called and properly held pursuant to its statutory powers, Memorandum and Articles of Association and Bye-Laws and at which meeting a quorum was present held on the “Date of Resolution Adoption” stated above it was resolved:

1. That the Bank of N.T. Butterfield & Son Limited, and its subsidiaries, (the “Bank”) be appointed as bankers to the company and are hereby authorised to honour all cheques or other orders for payment drawn on behalf of the company, including bills and promissory notes, accepted or made on behalf of the company and payable at the Bank, notwithstanding that such payment may cause any account or accounts of the company to be overdrawn or increase any existing overdraft and also including withdrawals and payment of monies on call, time deposit and savings accounts, provided such documents are signed by individuals denoted below.
2. Where applicable, the company shall open a Butterfield Fund account with Butterfield Asset Management Limited (the “Manager”). The Manager is hereby authorised to accept all subscriptions and redemption instructions provided that such documents are signed by the individuals denoted below.
3. That these resolutions be communicated to the Bank, shall constitute the company’s Mandate to the Bank/the Manager and shall remain in force until revoked or amended by notice in writing received by the Bank/the Manager containing a true copy of a resolution of the revocation or amendment duly certified pursuant to the Memorandum of Association and company’s Bye-Laws.
4. Notwithstanding the terms of the Mandate or any future Mandate or other agreement or course of dealing between the Bank/the Manager and the company, the Bank/the Manager is requested and authorised, but not obligated, to:
 - a. accept, rely upon and act in accordance with any instruction, notice, demand or other communication which may from time to time be given by any telephone, facsimile, telegraphic, telex, e-mail, electronic message or other electronic means (together “Electronic Means”) if believed by the Bank/the Manager to be genuine and to be presented or delivered by or on behalf of the undersigned, without incurring liability should it be false or there be any error or ambiguity therein; and
 - b. accept the signing by E-Signature (meaning a scanned signature, a digitally drawn manuscript signature, a digital signature produced cryptographically and inserted into the code of a document and any other signature by Electronic Means) by any of the undersigned on behalf of the company of any account opening agreement, any facility letter, guarantee, assignment, security agreement and/or any other document, letter, form of instructions of any description (other than an agreement or document which the Bank requires to be signed in “wet ink”) between the Bank/the Manager and the company in connection with any bank account, any financing arrangement, trust or agency services or asset management services, in each case on the terms set out in the Electronic Communications and E-Signature Authorisation Form signed by and delivered to the Bank by the company.
5. The company gives the Bank/the Manager a list of the Directors, Secretary and Officers of the company and undertakes to notify the Bank/the Manager of any changes and the Bank/the Manager shall be entitled to act upon the information so given.

Authorisation to Transact

We have checked the appropriate box below:

We further certify that the enclosed signatory list dated _____ details a full, true and correct listing of the individuals who will have permission to transact on the account(s) on behalf of the company; OR

We further certify that permission to transact on the account(s) on behalf of the company be extended to the individuals denoted on the signatory list of _____ dated _____ previously provided to the Bank; OR

We further certify that the following is a full, true and correct listing of the individuals who will have permission to transact on the account(s) on behalf of the company and that the signatures set opposite their respective names are their respective signatures.

Signing authority (e.g. any two A signatories to sign)

Full name	Signature	Signing authority	Contact number
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6. WE FURTHER CERTIFY that neither the Bye-Laws, nor the Memorandum of Association (nor any amendments thereof) of the company require the vote or consent of any shareholders thereof to authorise such action by the board of directors of the company.
7. With respect to the Butterfield accounts we authorise the Bank to act upon our instructions relating to these Butterfield accounts sent to the Bank by Electronic Means in accordance with and pursuant to the terms of the Electronic Communications and E-Signature Authorisation Form signed by and delivered to the Bank by the company. We agree that this authorisation shall remain in full force until notice in writing of its termination is received by the Bank and any such notice shall be without prejudice to the completion of transactions already initiated pursuant to this authorisation.
8. With respect to the Butterfield Fund accounts we authorise the Manager or MUFG Fund Services (Bermuda) Ltd. (the "Registrar"), to act upon our instructions with regard to the Butterfield Fund accounts given by Electronic Means with regards to any shares, subscribed for in the relevant Butterfield Fund account or on any matter in connection with the said shares including without limitation, any transfer, payment or any other act done in accordance with such instructions which bear or purport to bear, the authorised signatures, whether or not it may be shown that the same were not originally signed or did not contain a genuine signature or were not sent by the authorised signatories of the account. We agree that this authorisation shall remain in full force until notice in writing of its termination is received by the Manager or Registrar and any such notice shall be without prejudice in the completion of transactions already initiated pursuant to this authorisation. We acknowledge that the Manager or Registrar shall be under no duty to verify or authenticate any instructions. Further, we recognise and accept that only those legible transaction requests actually received by the Manager or Registrar at the Bank can be assured of processing.
9. We have checked the appropriate box below:
- OPTION A: I/We accept to transact and/or deal by all methods of communication outlined in paragraphs 4, 7 and 8 above including by Electronic Means. I/We (jointly and severally) hereby indemnify the Bank/the Manager/ the Registrar in accordance with paragraph 8 of our declaration made below.
- OPTION B: Only accept instructions submitted to the Bank in writing (excluding by Electronic Means) with the result that paragraphs 4, 7 and 8 above shall not apply until I/we provide written notice to the contrary. I/We (jointly and severally) hereby indemnify the Bank/the Manager/ the Registrar for acting in accordance with these instructions in writing.
10. IN WITNESS WHEREOF, we have signed this Mandate and were applicable, caused the seal of the company to be affixed hereto:

Name of Director

Date

Name of Director/Secretary

Date

SEAL
(if applicable)

SECTION K – ELECTRONIC COMMUNICATIONS AND ELECTRONIC SIGNATURE AUTHORISATION

This Electronic Communications and Electronic Signature Authorisation form, including the Appendix which defines the capitalised terms used below (together referred to as this “Electronic Authorisation Form”) sets out the terms on which:

- o the Bank and the Customer may communicate by Electronic Means;
- o the Customer may give Instructions to the Bank by Electronic Means, and
- o the Bank and the Customer may enter into Banking Documents by Electronic Means.

By signing this Electronic Authorisation Form, the Customer:

1. authorises the Bank to communicate with an Authorised Person by Electronic Means;
2. authorises the Bank to accept the Signing of any Banking Document by an Authorised Person on behalf of the Customer using an E-Signature;
3. agrees and accepts that the Signing of a Banking Document by an Authorised Person using an E-Signature and the submission of that Signed Banking Document to the Bank by an Authorised Person by Electronic Means shall be conclusive evidence of:
 - (i) the Customer’s acceptance of that Banking Document,
 - (ii) the Customer’s intention to be legally bound by that Banking Document (in its entirety) to the same extent, and with the same legal force and effect, as if the Customer had validly Signed that Banking Document with one or more handwritten (“wet ink”) signatures; and
 - (iii) the authority of that Authorised Person to Sign the Banking Document and/or to submit that Banking Document to the Bank.
4. authorises the Bank to accept and rely on all or any Banking Documents submitted to the Bank by an Authorised Person on behalf of the Customer by Electronic Means;
5. authorises the Bank to accept and act upon any Instructions sent to the Bank by an Authorised Person using Electronic Means; and
6. agrees that the Customer shall promptly indemnify the Bank and hold the Bank harmless from any damage or losses (including economic and consequential losses but excluding any losses resulting from the fraud or wilful neglect by the Bank) which the Bank may suffer or incur as a result of:
 - (i) acting on Instructions given or submitted to the Bank by Electronic Means where the Bank believes that the Instructions were sent to the Bank by an Authorised Person on behalf of the Customer;
 - (ii) entering into a Banking Document with the Customer which the Bank believes was sent to the Bank by or on behalf of an Authorised Person by Electronic Means; and/or
 - (iii) relying on a Banking Document received by Electronic Means and which the Bank believes has been Signed by the Customer using an E-Signature.

Customer acknowledgments and warranties

The Customer represents and warrants to the Bank that the Customer has, and shall maintain, all powers, consents and authorisations necessary to enter into this Electronic Authorisation Form, to Sign Banking Documents using E-Signatures and to ensure that all Instructions given or communicated to the Bank by an Authorised Person by Electronic Means and all Banking Documents sent to the Bank by an Authorised Person by Electronic Means, are given, sent or communicated to the Bank by persons duly and properly authorised to do so by the Customer in accordance with any limits of the authority of each such person.

The Customer acknowledges and agrees that:

1. the Bank shall be under no duty to verify or authenticate any Instructions which the Bank reasonably believes were sent to the Bank by an Authorised Person on behalf of the Customer by Electronic Means;
2. the Bank shall incur no liability for, and the Customer hereby releases the Bank from, any liability for any loss, damage, costs and expenses which the Customer may suffer or incur (including any consequential loss) by or as a result of the Bank relying and/or acting on any Banking Documents it receives from an Authorised Person by Electronic Means which the Bank reasonably believes were Signed by an Authorised Person on behalf of the Customer using an E-Signature unless the loss, damage, costs and expenses were caused by fraud or wilful misconduct on the part of the Bank;
3. the Bank may refuse to carry out any Instructions received by the Bank from or on behalf of the Customer by Electronic Means if the Bank considers the Instructions to be:
 - (i) ambiguous, suspicious, unclear, or impossible to effect;
 - (ii) unlawful;
 - (iii) would exceed the authority of the relevant Authorised Person or any other applicable limit;
 - (iv) would exceed any available funds; and/or
 - (v) would or may, in the opinion of the Bank, breach the Customer’s mandate or any other agreement between the Customer and the Bank; and

SECTION L – DECLARATION

I We have been properly authorised to sign this declaration on behalf of

Pursuant to a meeting of its Directors dated

1. I/We apply to open an account and agree that this and any future accounts provided by The Bank of N.T. Butterfield and Son Limited or any of its subsidiaries or affiliates (“Butterfield”) shall be operated in accordance with the terms of this application form including this declaration, Butterfield’s General Terms and Conditions, the Electronic Communications and E-Signature Authorisation Form (if completed) and any relevant Product or Service specific Terms and Conditions, copies of which may be obtained from Butterfield’s website and which may be amended at Butterfield’s sole discretion from time to time.
2. The account(s) is not being acquired in violation of any applicable law.
3. I/We confirm that the Entity will comply with all present and future tax and exchange control laws, regulations and reporting requirements relating to its account(s) maintained by Butterfield.
4. The information provided in this form is complete and accurate to the best of my/our knowledge and belief.
5. I/We shall notify Butterfield immediately of any change in this information, including (but not limited to): (i) any change in the tax status of the Entity or; (ii) any change in either the individuals that are beneficial owners of the Entity or in their respective beneficial ownership interests.
6. I/We shall cause the Entity to supply Butterfield with updated information together with any additional documentation that Butterfield, in its sole discretion, may reasonably request within 30 days of such changes occurring and further understand and agree that any failure to do so shall entitle Butterfield to suspend the services it provides to the Entity, up to and including the termination of any account provided.
7. I/We authorise Butterfield, at its sole discretion, to provide a copy of this form and information regarding any account with Butterfield to: (i) any tax authority or party authorised on behalf of such authority; (ii) any person that has control, receipt, or custody of income of which the Entity is owner; or (iii) any party that can disburse or make payments of income of which the Entity is the owner.
8. I/We (if more than one person, jointly and severally) are responsible for and indemnify Butterfield and undertake to keep Butterfield indemnified against all and any losses, claims, actions, proceedings, demands, damages, charges, fees, liabilities, costs and expenses incurred or sustained directly or indirectly by Butterfield of whatever nature and howsoever arising out of or in connection with Butterfield acting, declining or failing to act in accordance with any instruction, notice, demand or other communication or for any failure of communication, howsoever transmitted or dispatched (whether by Electronic Means, verbally or as otherwise is provided for pursuant to this application form), or for any interference with or interception or alteration to the communication or if transmitted by unauthorised persons.
9. If I/we have selected OPTION A in **SECTION J** above and have delivered a duly signed Electronic Communications and E-Signature Authorisation Form to the Bank (but not otherwise):
 - I. I/we authorise the Bank to act on instructions sent to the Bank by Electronic Means on the terms set out in the Electronic Communications and E-Signature Authorisation Form; and
 - II. I/we may sign this declaration by an E-Signature (as defined in the Electronic Communications and E-Signature Authorisation Form).

Full name

Signature

Date

Full name

Signature

Date

* The Terms and Conditions for all products and services offered by Butterfield can be viewed on our website, butterfieldgroup.com

Bermuda

The Bank of N.T. Butterfield & Son Limited is licensed to conduct banking business by the Bermuda Monetary Authority. Address: 65 Front Street, Hamilton HM12, Bermuda.

Butterfield Asset Management Limited ("BAM") is licensed to conduct investment business by the Bermuda Monetary Authority. Address: 65 Front Street, Hamilton HM12, Bermuda

The Bank is a participant in the Bermuda Deposit Insurance Scheme. The Scheme offers protection for eligible Bermuda Dollar deposits of up to \$25,000. Full details of the Scheme are available at www.bdic.bm.

Cayman

Butterfield Bank (Cayman) Limited ("BBCL") is licensed to conduct banking and investment business by the Cayman Islands Monetary Authority. Address: 12 Albert Panton Street, George Town, Grand Cayman, Cayman Islands.

Butterfield Asset Management Limited is licensed to conduct investment business by the Cayman Islands Monetary Authority. Address: 12 Albert Panton Street, George Town, Grand Cayman, Cayman Islands.

Jersey

Butterfield Bank (Jersey) Limited ("BBJL") is regulated by the Jersey Financial Services Commission to conduct deposit-taking business under the Banking Business (Jersey) Law 1991 (as amended), and investment business, funds service business and money service business pursuant to the Financial Services (Jersey) Law 1998, (as amended). BBJL is registered under the Data Protection (Jersey) Law, 2018 and is registered with the Jersey Registrar of Companies for the purpose of the Companies (Jersey) Law 1991 (as amended). The registered address and principal place of business for BBJL is at: St Paul's Gate, New Street, St Helier, Jersey JE4 5PU. Company registration number 124784.

Guernsey

Butterfield Bank (Guernsey) Limited ("BBGL") is licensed and regulated by the Guernsey Financial Services Commission under The Banking Supervision (Bailiwick of Guernsey) Law, 1994 and The Protection of Investors (Bailiwick of Guernsey) Law, 1987, each as amended from time to time, under registration number 85. BBGL is registered under the Data Protection (Bailiwick of Guernsey) Law 2017, under registration number 11160 and with the Guernsey Registry under registration number 21061. BBGL's registered office address is P.O. Box 25, Regency Court, Gategny Esplanade, St Peter Port, Guernsey, GY1 3AP. BBGL's products and services are available in Guernsey and only in those other jurisdictions where they may be legally offered or obtained.

Butterfield Bank (Jersey) Limited and Butterfield Bank (Guernsey) Limited are participants in the respective Jersey and Guernsey Bank Depositors Compensation Schemes. The Schemes offer protection for eligible deposits of up to £50,000. The maximum total amount of compensation is capped at £100,000,000 in any 5 year period. Full details of the Schemes and banking groups covered are available on the States of Jersey website www.gov.je/dcs or on the Guernsey website www.dcs.gg or upon request. Deposits are not covered by the UK Financial Services Compensation Scheme under the Financial Services and Markets Act 2000, nor are deposits covered by any equivalent scheme outside of the jurisdiction.

London

Butterfield Mortgages Limited ("BML") is authorised and regulated by the Financial Conduct Authority (Financial Services Register number 119274). Registered Office: Sun Court, 66-67 Cornhill, London EC3V 3NB. Registered in England No 338594

BAM, BBCL, BBJL, BBGL and BML are wholly-owned subsidiaries of The Bank of N.T. Butterfield & Son Limited.