

Thank you for your request to open an account with Butterfield. Please complete the application form below, which contains both information about your organisation, and the supporting documentation that must be provided in order to process your application. Please note that all fields are mandatory unless otherwise stated.

SECTION A – ENTITY INFORMATION**INFORMATION**

Full name of government entity or body

Legal form or basis of formation

Operating address

Street address

Country

Post code

DOCUMENTATION

Please provide the following documentation to support your application:

copy of the constitution, charter, government mandate to operate or equivalent constitutional documentation; and

Certificate of Incumbency or equivalent documentation setting out the names of the board members or principals exercising control over the entity.

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

SECTION B – 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

PO Box Street address

Country

Post code

SECTION C – PURPOSE AND OPERATIONS**INFORMATION**

Nature of relationship to Government:

Please provide details of the activities undertaken by the organisation:

For Bermuda clients, is the entity required to obtain permission from the Accountant General to open accounts with the Bank? If so, provide evidence that this authority has been granted. If not, please provide a rationale:

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:

Source of initial deposit

Domestic transfer Wire Cheque Draft Other

Please provide details of how the funds 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 - TAX

Based on our understanding of your organisation, we expect the entity to be:

- I. tax resident in its Country of Incorporation only; and
- II. an Active NFE for both FATCA and CRS purposes, by virtue of it meeting the definition of a Governmental Entity, an International Organisation, a Central Bank of issue or an Entity wholly owned by one or more of the foregoing.

Please tick to confirm that this is correct:

In the event that this is not correct, please contact the Client Services Team and provide the appropriate tax documentation.

SECTION F – CONNECTED PARTIES

Please provide details of the members of the governing body of the entity and authorised signatories in the section provided below. Please enclose a certified copy of the passport for at least **two** of the authorised signatories.

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 information previously provided to the Bank remains accurate and up to date. The Bank will contact the individual directly should any further documentation be required.

Full name (including any "known as" names)	Date of birth	Nationality(ies)/ Citizenships (state all held)^	Residential address	Occupation	Role (tick all that apply)		Documentation	
					Board Member	Authorised Signatory	Passport	Existing BNTB client

CORP 026 21 Ver 03-2021

SECTION G – ENTITY MANDATE

Date of Resolution Adoption:

Check below as appropriate to entity type:

If a company limited by shares or guarantee. This is to certify that at a meeting of the board of directors of the company (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 the resolutions set out below were duly adopted by the Company.

If another government body. This is to certify that at a meeting of the board or management committee of the entity (the “Government Body”), duly called and properly held pursuant to its constitution, charter, government mandate to operate or equivalent constitutional documentation at which a meeting was held on the “Date of Resolution Adoption” the resolutions set out below were duly adopted by the Government Body.

1. That the Bank of N.T. Butterfield & Son Limited, and its subsidiaries, (the “Bank”) be appointed as bankers to the Company/Government Body (as the case may be, and referred to hereinafter as the “Customer”) and are hereby authorised to honour all cheques or other orders for payment drawn on behalf of the Customer, including bills and promissory notes, accepted or made on behalf of the Customer and payable at the Bank, notwithstanding that such payment may cause any account or accounts of the Customer 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 an Authorised Person (as defined below) in accordance with the Authorisation to Transact below.
2. Where applicable, the Customer 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 an Authorised Person.
3. That these resolutions be communicated to the Bank, shall constitute the Customer’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 by the Customer and in form and substance acceptable to the Bank.
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 Customer, 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 an Authorised Person, 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 an Authorised Person 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 Customer 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 an Authorised Person (the “Electronic Communications Form”).

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 Customer; 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 Customer 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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5. WE FURTHER CERTIFY that:
- a. if the Customer is a company limited by shares or guarantee, neither the Company's 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.
 - b. If another government body, neither the constitution, charter, government mandate to operate or equivalent constitutional documentation or applicable law require the vote or consent of any other person to authorise such action by the Government Body.
6. 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 Form. 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.
7. 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 an Authorised Person. 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.

8. 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, 6 and 7 above including by Electronic Means. I/We (jointly and severally) hereby indemnify the Bank/the Manager/the Registrar in accordance with the terms of the Electronic Communications Form.

OPTION B: Only accept instructions submitted to the Bank in writing (excluding by Electronic Means) with the result that paragraphs 4, 6 and 7 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.

9. IN WITNESS WHEREOF,

- a. if the Customer is a company limited by shares or guarantee, we the directors have signed signed this Mandate and where applicable caused the seal of the Company to be affixed hereto.
- b. if another government body, that the board and/or management committee has/have signed this Mandate on behalf of the Government Body.

Name of Director/Council member

Date

Name of Director/Council member

Date

SEAL
(if applicable)

SECTION H – 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 acknowledgements 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

4. A Banking Document submitted to the Bank by an Authorised Person by Electronic Means will not be legally binding on the Bank unless and until it is Signed by the Bank and dated. The Bank will notify the Customer by Electronic Means as soon as practicable when it has Signed and dated a Banking Document sent to it by the Customer.

The Customer agrees that the Bank shall not be liable to the Customer for any loss, damage, costs and/or expenses which the Customer may suffer or incur (including any consequential loss) howsoever caused by any delay or failure or refusal by the Bank to act on any Instructions sent to the Bank by Electronic Means where the Bank considers or believes that the Instructions may exceed the Authority of an Authorised person, may not be authentic or where the Bank in its sole discretion takes steps to verify the authenticity of any Instructions received by Electronic Means or the authority of any Authorised Person. Notwithstanding the above, the Customer acknowledges that the Bank may in its sole and absolute discretion decline to Sign or otherwise enter into a Banking Document by Electronic Means, may decline to accept a Banking Document Signed using an E-Signature and may decline to accept any Instructions sent to it by Electronic Means.

The Customer agrees that this Electronic Authorisation Form shall remain in full force and shall be binding on the Customer until notice in writing of its termination is received and acknowledged by the Bank and that any such notice shall be without prejudice to the completion of transactions, the entry into of Banking Documents and the implementation of Instructions pursuant to this Electronic Authorisation Form prior to the receipt by the Bank of the termination notice.

Signed for and on behalf of the Customer by two Authorised Persons:

Full name (block capitals) Signature

Date

Full name (block capitals) Signature

Date

Appendix – Definitions of terms used in This Electronic Communications and Electronic Signature Authorisation Form

“Authorised Person” means a living or natural person authorised by the Customer to give Instructions to the Bank, Sign Banking Documents on behalf of the Customer and otherwise to communicate with the Bank by Electronic Means, including but not limited to the person or persons:

- a) named in any company mandate provided by the Customer to the Bank to the extent of that person’s authority as set out in the company mandate;
- b) named in any board resolution provided by the Customer to the Bank as being authorised signatories of the Customer to the extent of that person’s authority as set out in the board resolution; and
- c) the Customer notifies the Bank from time to time in the format the Bank requires (including at the Bank’s discretion by Electronic Means) as being an authorised signatory of the Customer and any applicable limit or limits to that person’s authority.

“Banking Document” means this Electronic Authorisation Form, any account opening agreement, any facility letter, guarantee, assignment, security agreement and/ or any other agreement, document, letter, form of instructions of any description (other than a Wet Ink Agreement) between the Bank and the Customer in connection with any bank account, or any financing arrangement, trust or agency services, or asset management services.

“E-Signature” includes 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 the Bank considers to be authentic and which constitutes the signature of an Authorised Signatory of the Customer.

“Electronic Means” includes e-mail, facsimile, telephone, computer and other similar electronic means of communication and/or the use of E-Signatures.

“Instructions” means any form of instruction, authorisation, notification or request (to make a payment or otherwise) given to the Bank by an Authorised Person on behalf of the Customer or which purports to have been given to the Bank by an Authorised Person on behalf of the Customer or which the Bank reasonably believes has been given to the Bank by an Authorised Person on behalf of the Customer.

“Signing” means the signing, execution and delivery (as the case may be) of a Banking Document with the intention of being legally bound by that Banking Document when it is dated by the Bank and “Signed” shall be construed accordingly.

“Wet Ink Agreement” means any agreement, deed or other document between the Bank and the Customer that are signed by way of a handwritten signature or that are required to be signed or executed by way of a handwritten signature under applicable law, including but not limited to deeds, mortgages of real property and charges of real property.

SECTION I – DECLARATION

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

Pursuant to a meeting of its _____ 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. 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.
6. 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.
7. 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.
8. If I/we have selected OPTION A in **SECTION G** 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.