

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.

The party responsible for conducting due diligence on the funds investors may also need to complete a Fund Due Diligence Certificate. Where this has already been provided, confirmation that this fund is covered by the Certificate is sufficient.

SECTION A – FUND DETAILS
INFORMATION

Full legal name

Country of incorporation or establishment

Official identification number Date of establishment

Registered address (if applicable)

Street address

Town Country

DOCUMENTATION

Depending on the legal form of the fund, please provide the following:

for Limited Companies, Certificate of Incorporation and Memorandum & Articles of Association or equivalent constitutional document;

for Limited Partnerships, the Partnership Deed and Certificate of Registration (if applicable); or

for Unit Trusts, a certified extract of the trust deed.

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

SECTION B – FUND STRATEGY AND OPERATIONS
INFORMATION

Fund type and strategy (e.g. Mutual or Private Equity)

Approximate number of investors (or for new funds, expected)

Confirm jurisdictions where >10% of the investor base is domiciled

Confirm the geographic profile of the funds investments

Does the fund, 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 the questions is yes please contact the Client Services Team for advice.

DOCUMENTATION

Please tick to confirm the following documentation has been provided:

Fund Prospectus or Offering Memorandum

For existing funds, please also provide the following:

a copy of the most recent audited financial statements or regulatory return

SECTION C – PRODUCTS AND SERVICES REQUESTED

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

Account Currency Initial deposit Average balance Where additional products 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, and the expected source of funds into the account on an ongoing basis:

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 D – FUND STRUCTURE

Please provide details of the following entities operating within the fund structure. In doing so, please indicate the entity(ies) responsible for ultimate investment decision making, due diligence on investors and order execution:

Role	Name	Country of incorporation	Regulatory status	Regulator	Ultimate investment decision making*	CDD on investors*	Order Execution*	Existing BNTB client
Investment Manager								
General Partner (if applicable)								
Delegate Investment Manager (if applicable)								
Investment Advisor								
Fund Administrator								
Custodian								
Other								

* Where these entities responsible for these functions are not regulated, please contact the Client Services Team for further information on the additional documentation that must be provided.

Please provide details of any feeder or master funds operating within the structure:

Role	Name	Country of incorporation	Regulatory status	Regulator
Master Fund				
Feeder Fund				
Feeder Fund				

SECTION E – CONNECTED PARTIES

Please complete the form below with details of all Directors and Officers exercising control over the fund. This includes the Directors and Officers of the entity with ultimate decision making authority indicated above (the "Ultimate Controlling Entity" or "UCE"). In addition, please also provide the:

current Register of Directors or Certificate of Incumbency for the Fund **and** the UCE

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.

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	
					Director or Officer	Authorised Signatory*	Director or Officer	Passport	Existing BNTB client

* Where the accounts held with the Bank will be controlled by a large number of signatories, 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. Where these individuals are also Directors, a certified passport must be provided.

SECTION F – RELIANCE ON DUE DILIGENCE MEASURES

The level of due diligence the Bank is required to perform on the underlying investors to the fund is determined by the purpose and operation of the accounts held. As such, please confirm if the account(s) maintained will be used for (tick all that apply):

operational purposes only (e.g. local salary payments, regulatory or registry fees);

collection of performance or management fees, commission, carried interest etc; and/or

subscription and/or redemption purposes, with investor funds being held in, or passing through the account(s) with the Bank.

Where investor funds will be banked in, or pass through the account(s) requested, this application form must be supported by the attached Fund Due Diligence Certificate, which must be completed and signed by acting Director or Authorised Signatory of the entity performing due diligence on investors.

SECTION G – 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
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Mailing address

PO Box Street address

Country Post code

SECTION H - ADDITIONAL INFORMATION

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

- 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 J – ENTITY MANDATE

Date of Resolution Adoption:

Check below as appropriate to entity type:

If a company limited by shares. 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 a limited partnership. This is to certify that at a meeting of the general partners of the limited partnership (the “Partnership”), held on the “Date of Resolution Adoption” stated above we the undersigned, comprising all of the general partners of the partnership, the resolutions set out below were duly adopted by the Partnership.

If a trust. This is to certify that at a meeting of the trustees of the trust (the “Trustees”), duly called and properly held pursuant to the terms of the trust and all applicable laws held on the “Date of Resolution Adoption” the resolutions set out below were duly adopted by the Trustees.

1. That the Bank of N.T. Butterfield & Son Limited, and its subsidiaries, (the “Bank”) be appointed as bankers to the Company/Partnership/Trustees (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 permission to transact on the account(s) on behalf of the Customer 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 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

5. WE FURTHER CERTIFY that:

- a. if the Customer is a company limited by shares, 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 the Customer is a limited partnership, neither the Partnership Agreement nor any other agreement require the vote or consent of any other person to authorise such action on behalf of the Partnership.
 - c. If the Customer is a trust, there are no restrictions binding on the Trustees under the Trust Deed or applicable law on the authority of the Trustees to authorise such action by the Trustees.
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, we the directors have signed signed this Mandate and where applicable caused the seal of the Company to be affixed hereto.
- b. If the Customer is a limited partnership, the general partner(s) has/have signed this Mandate on behalf of the Partnership.
- c. If the Customer is a trust, all of the Trustees have signed this Mandate.

Name of Director/Partner/Trustee

Date

Name of Director/Partner/Trustee

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 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

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.