

Thank you for your interest in opening a new account with Butterfield. Please complete the application form below, which contains both information about the partnership, and the supporting documentation that must be provided in order to process your application. Please do not hesitate to contact our Client Services Team directly should you require assistance during the account opening process.

**SECTION A – PARTNERSHIP INFORMATION****INFORMATION**

Full legal name

Country of incorporation

Official identification number

Date of incorporation

Name of registered agent (if applicable)

Registered address

Street address

Town

Country

**DOCUMENTATION**

Please provide the following documentation to support your application:

copy of the Partnership Deed; and

Certificate of Registration (if applicable)

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

**SECTION B - PURPOSE AND OPERATIONS****INFORMATION**

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

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

Does the company or any entity in the corporate structure have the ability to issue bearer shares?

Yes                      No

Where the answer to either of these questions is yes, or you require further details, please contact the Client Services Team for advice.

**DOCUMENTATION**

Please provide one of the following:

certified copy of the most recent audited financial statements; or

copy of the internally produced managements accounts for the most recent financial year.

Please also provide details of the assets contained within the entity in **SECTION C**.

**SECTION C - ASSETS**

Value of assets (approx.):

Does the entity hold government issued debt or listed securities?

Yes                      No

Please confirm the approximate annual dividend or coupon income:

Please confirm the principal jurisdictions in which these securities are issued:

Does the entity hold private equity shares?

Yes                      No

Where the entity holds a controlling interest (i.e. >50%), please confirm the names of these entities and their nature of business:

Please confirm the jurisdictions in which these entities are incorporated:

Does the entity hold residential or commercial property, or other physical assets or chattels?

Yes                      No

Please provide further details:

Please confirm the jurisdictions in which these assets are located:

Where the assets in the entity include loans, promissory notes or equivalent instruments granting title deed to any asset not noted above, please provide details:

**SECTION D – PRODUCTS AND SERVICES REQUESTED**

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

Account	Currency	Initial deposit	Average balance	Details of other products and services offered by Butterfield are set out below. Please tick to request further information.
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Asset Management

Corporate Lending

Custody & Brokerage

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
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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
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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
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**SECTION E – BACKGROUND AND SOURCE OF WEALTH**

Please provide the approximate net worth of the entity's beneficial owner(s). This must reference how the funds or assets held within the entity were acquired.

Currency                      Net worth (approx.)

Please confirm the timeframe over which this wealth was generated. This information helps the Bank assign appropriate products and services to meet your needs.

Over 100 years      Over 50 years      Over 25 years      Over 10 years      Over 5 years      Over 3 years

Details of how this wealth was derived, for example, details of career history or business activities:

Please confirm the jurisdictions in which these activities took place:

Where relevant, please provide details of the employers or business interests noted above:

Name of business	Role	Salary or shareholding	Period employed
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To assist the Bank in meeting its regulatory obligations, where details of the principals' business activities are documented in the public domain (for example, Forbes, or publicly disclosed financial statements of a relevant entity), please provide details:

In the case of this information not being documented publicly, the Bank reserves the right to request additional documentation to verify the explanation provided above.

**SECTION F – CONNECTED PARTIES**

Please complete the form below with details of all Partners and Authorised Signatories of the entity. This must be supported by the following documentation:

where the company's ownership structure is comprised of more than one layer, a structure chart attested to by a Partner.

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 Partners with a >10% interest in the partnership, a certified copy of a Utility Bill issued within the previous three months 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		
					Partner	Partnership Interest (%)	Authorised Signatory	Passport	Utility bill	Existing BNTB client

**SECTION G – CORPORATE CONNECTED PARTIES**

Where the partners are corporate entities, or regulated service providers have been appointed, please provide details in the section below. Where control is vested in an unregulated entity, please contact your Client Services Team representative, who will advise on the additional documentation that must be provided.

Full name	Country of incorporation	Regulator (if applicable)	Roles (tick all that apply)				Documentation	
			Limited Partner	General Partner	Partnership Interest	Corporate Signatory*	Corporate Signatory list	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 the assets held by the entity will be provided by any other economic contributor, sponsor, or private lender, please provide the name of the entity(ies) and the purpose of the arrangement 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 K – ENTITY MANDATE**

Date of Resolution Adoption:

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.

1. That the Bank of N.T. Butterfield & Son Limited, and its subsidiaries, (the “Bank”) be appointed as bankers to the Partnership (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
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5. WE FURTHER CERTIFY that 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.
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, the general partner(s) has/have signed this Mandate on behalf of the Partnership.

Name of General Partner

Date

Name of General Partner

Date

**SECTION I – 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



**SECTION M – DECLARATION**

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

Pursuant to a meeting of its Partners 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 K** 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](http://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](http://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](http://www.gov.je/dcs) or on the Guernsey website [www.dcs.gg](http://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.