

Thank you for your interest in Butterfield as your banking service provider. Please complete the application form below, which contains both your personal information, and the supporting documentation that must be provided in order to process your application. In doing so, please note that all fields are mandatory unless otherwise stated.

**SECTION A – BUSINESS DETAILS****INFORMATION**

Trading name

Country of establishment

Official identification number (if applicable)

Principal place of business

Street address

City/Parish

Post code

Mailing address

PO Box Street address

City/Parish

Post code

**DOCUMENTATION**

Please provide the following documentation:

copy of your Trade and Business Licence (Cayman) or Tax Commissioners Letter (Bermuda)

Where the documentation above does not confirm your principal place of business, please also provide one of the following:

copy of the lease; OR

local authority bill for business rates valid for the current year.

Please note that the Bank accepts documentation via e-mail, provided that it is certified in accordance with the guidance notes attached.

Any queries relating to the provision of the documentation set out in this form can be addressed by Butterfield's Client Services Team.

**SECTION B - SOLE TRADER**

Mr Mrs Ms Miss Other

First name(s) &amp; middle name(s) Surname

Nationality (please state all nationalities &amp; citizenships held)

Former names (e.g. maiden names)

Date of birth Place of birth

Residential address

House no./name Street address

Parish/City

Post code

E-mail

Telephone number

Cell number

Please provide the following in documentation:

certified copy of your current, in date passport.

If you do not reside at the principal place of business, please also provide one of the following:

a current (&lt; 3 months old) utility bill bearing your name and address, e.g. relating to the supply of mains gas; electricity; telephone (land line only); water; cable television services, internet, etc.; or

a current (&lt; 3 months old) statement bearing your name and address from a bank, building society, credit union or credit card company issued by a financial institution other than Butterfield.

**SECTION C - PURPOSE AND OPERATIONS****INFORMATION**

Briefly summarise the activities performed by the business

**DOCUMENTATION**

To support this explanation, please provide one of the following:

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

In the case of a new business, the following must be provided:

business plan or equivalent documentation setting out the business strategy and expected turnover.

If you are unable to provide this documentation, please provide a rationale:

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 is yes, or you require further details, please contact the Client Services Team for advice

**SECTION D - BACKGROUND AND SOURCE OF WEALTH**

What year was the business established?

What is the approximate value of the business (i.e. assets held)

Please provide a meaningful description of where and how the funds used to establish the company were generated:

Please confirm the jurisdictions in which these activities took place:

For new entities, where the capital used to establish the business is savings derived from salary payments, please provide the following information on the funds were acquired:

| Name of business | Role | Salary or shareholding | Period employed |
|------------------|------|------------------------|-----------------|
|------------------|------|------------------------|-----------------|

**SECTION E – PRODUCTS AND SERVICES REQUESTED**

Please provide details of the accounts requested in the section below. Please also confirm if a Debit Card or Cheque book is requested to be drawn against each product selected.

|         |          |                 |                 |             |            |   |
|---------|----------|-----------------|-----------------|-------------|------------|---|
| Account | Currency | Initial deposit | Average balance | Cheque book | Debit Card | Where additional products are required, please provide details in the section provided below: |
|---------|----------|-----------------|-----------------|-------------|------------|---|

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:

What percentage of cash is expected to be deposited in the account(s) requested?

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 F – MERCHANT SERVICES**

Would you like to apply for Merchant or E-Merchant Services? If yes, please complete the following section.

Yes          No

What method are sales orders received? (tick all that apply)

Store front          eCommerce          Mail/Phone          Other (please specify)

Please provide the following expected (or in the case of existing businesses, actual) transaction values:

Annual Debit Card sales          Annual Credit Card sales          Average card transaction value

**Merchant services**

Does your business operate from multiple locations? If yes, please provide the address of each below.

How many Point of Sale terminals will you require?

**E-Merchant**

Website address          Gateway payment provider          Charge back rate

Setup required for:

Visa          Mastercard          Discover          American Express

**SECTION G – TAX STATUS**

Please list your country(ies) of residency for tax purposes and corresponding Taxpayer Identification Number (“TIN”)/Social Security Number (where applicable).

Tax residency          TIN

Tax residency          TIN

If you are unable to provide a TIN, please provide a rationale:

**SECTION H – ADDITIONAL INFORMATION**

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

**SECTION I – ENTITY MANDATE**

Date of Resolution Adoption:

This is to certify that on the “Date of Resolution Adoption” the resolutions set out below were duly adopted by me (the “Business”).

1. That the Bank of N.T. Butterfield & Son Limited, and its subsidiaries, (the “Bank”) be appointed as bankers to the Business (referred to hereonafter 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 |
|-----------|-----------|-------------------|----------------|
|-----------|-----------|-------------------|----------------|

5. 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.
6. 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.
7. 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.

Name of Sole Trader

Date

**SECTION J – 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

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:

- 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;
- 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
- 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 is signed by way of a handwritten signature or that is 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 K – DECLARATION**

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

Date

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 I** 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).
9. Where a Debit Card has been requested, the declaration below also constitutes the acceptance of the Butterfield Cardholder Agreement\*

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.