

PERSONAL ACCOUNT APPLICATION



Account (Internal Use only) **Date:** **Branch** Please select one

Type of account: **Currency:** **Status:**
 Please select one Please select one Please select one

Please provide legalized copies of identity card or, alternatively, copies of originals authenticated by Girobank Officer

Personal Data Accountholder						
First Name:		Middle Name:		Last Name:		
ID type: Please select one		Date of birth:		ID number:		
<i>Physical Address:</i>						
Street:		State:		Country:		Zip Code
<i>Mailing address (if other than above)</i>						
Street/P.O. Box:		State:		Country:		Zip Code
<i>Telephone</i>	Home:		Mobile:		Business:	
Fax:	E-mail:					
Employment Status: Please select one			Employers Name:			
Employers Address:						
Street/P.O. Box:		State:		Country:		Zip Code
Employed Since:			Occupation:			

Personal Data Representative (if applicable)						
First Name:		Middle Name:		Last Name:		
ID type: Please select one		Date of birth:		ID number:		
<i>Physical Address:</i>						
Street:		State:		Country:		Zip Code
<i>Mailing address (if other than above)</i>						
Street/P.O. Box		State:		Country:		Zip Code
<i>Telephone</i>	Home:		Mobile:		Business:	
Fax:	E-mail:					
Employment Status: Please select one			Employers Name:			
Employers Address:						
Street/P.O. Box:		State:		Country:		Zip Code
Employed Since:			Occupation:			

All authorized signatories must sign the signature card. Please attach a separate sheet, if necessary.

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Transaction Profile and Source of Funds

Expected average size of the transactions to be conducted through the account on a monthly basis:		
Minimum:	Maximum:	Initial deposit (amount):
Source of first deposit Please select one		Transaction type: Please select one
Describe source of deposit:		

Girocard (debit card)

Requested daily minimum limit :	Card will be picked up at: Please Select One <small>(Resident clients only)</small>		
Please complete this section if you want to apply for an additional GiroCard:			
First Name:	Middle Name:	Last Name:	
ID type: Please select one	Date of birth:	ID number:	
Address:			
Street:	State:	Country:	Zip Code
Mailing address (if other than above)			
Street:	State:	Country:	Zip Code
Telephone	Home:	Mobile:	Business:
Fax:	E-mail:		

Statement

How do you want to receive your statement? Electronically Statement frequency: Monthly

GiroPhone

Do you want to apply for GiroPhone (Telephone banking)? Yes No

Power of Attorney (Please provide legalized copies of identity card of proxy holder or, alternatively, copy of original authenticated by Girobank Officer):

The undersigned, _____, residing at _____ and with ID no. _____, hereby gives power of attorney, to _____, residing at _____ and with ID no. _____ to dispose on behalf of the undersigned of the account(s) held by the undersigned with Girobank N.V., established at Curaçao, Netherlands Antilles, to the same extent and with the same rights as the undersigned has in respect of the account(s).

This power of attorney remains in full force and effect until the date of receipt by Girobank N.V. of a written notification, signed by the undersigned, that this power of attorney has been revoked.

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INDEMNITY:

- BY SIGNING THIS FORM** the undersigned explicitly authorize(s) Girobank N.V. to immediately execute any instructions given to Girobank N.V. by the undersigned verbally, by telefax or by any other means of telecommunication, regardless of and prior to any written confirmation thereof by the undersigned, without prejudice to the undersigned's obligation to promptly confirm such instructions in writing. Furthermore, the undersigned acknowledge(s) and confirm(s) that the risk of misunderstandings, including the risk of instructions given by unauthorized persons, is accepted by the undersigned completely and unreservedly and that Girobank N.V., provided that it acted in good faith, can never and in no manner whatsoever be held liable for any type of damage which may result from such misunderstanding or instruction given without authorization, and that the undersigned will fully indemnify Girobank N.V. in that respect. The foregoing also applies in cases where the undersigned's written confirmation does not correspond with the instruction executed by Girobank N.V. or where, in the undersigned's opinion, the execution of the instruction by Girobank N.V. does not correspond with the actual instruction given by the undersigned. In cases of doubt, Girobank N.V. will at all times have the right to refuse the execution of the undersigned's instructions, without becoming liable in any way or form. In such cases Girobank N.V. will inform the undersigned of its refusal in writing. The foregoing also applies to and for any third party authorized to sign on my/our account(s).

- BY SIGNING THIS FORM** the undersigned, in his/her capacity of legal representative of the applicant, hereby expressly declares that he/she consents to the opening in the name of the applicant and to the applicant disposing of said account in the widest sense of the word, acting solely. The undersigned furthermore agrees to fully indemnify Girobank N.V. against any and all damages, including fees and expenses, that Girobank N.V. may incur as a result of and (directly or indirectly) in connection with the applicant's opening and disposing of the account in question.

- BY SIGNING THIS FORM** the undersigned authorize(s) Girobank N.V. to open the account designated herein and warrant(s) the correctness of the information contained herein. The undersigned agree(s) to inform the Girobank N.V. timely and accurately of any change that would cause the information hereby provided to be incorrect or incomplete and also agree(s) to comply with the information requests that Girobank N.V. may have concerning circumstances leading to any change in the above-mentioned information.

FINALLY, the undersigned acknowledge(s) the receipt of a copy of the general terms and conditions and the general conditions of Cash Point facilities of Girobank N.V. and accept(s) and agree(s) that such terms and conditions are binding upon the undersigned in its/his/her/their relationship with Girobank N.

Date:

Name:

Signature:

_____	_____	_____
_____	_____	_____
_____	_____	_____

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For Internal use:		
Allocated account no.: _____	Initial deposit ANG/USD/EUR/GBP _____	
Handled by: _____	date: _____	Product type: _____
Initials Department Head: _____	date: _____	Type of account: PERSONAL
Initials Clients Records: _____	date: _____	
Initials Internal Audit: _____	date: _____	

***THIS DOCUMENT SERVES AS A TRANSLATION ONLY.
THE GENERAL CONDITIONS AS FILED WITH THE
CLERK OF THE COURT OF FIRST INSTANCE LOCATED AT CURACAO
IS THE OFFICIAL AND LEGALLY BINDING DOCUMENT***

Girobank N.V.

GENERAL CONDITIONS

VALIDITY

Article 1

The establishment of a relationship with Girobank N.V. automatically implies that all relations between Girobank N.V. and its clients are subject to these General Conditions. The Clients explicitly acknowledge and accept that their own General (Terms and) Conditions are not applicable to their relationship with Girobank N.V.

COMPLIANCE WITH ORDERS

Article 2.1

Generally, and particularly when carrying out all its clients' orders given within the framework of the rendering of services as agreed upon, Girobank N.V. shall proceed with due caution.

Article 2.2

Girobank N.V. is liable if, when executing orders as referred to in article 2.1, it has not in all reasonableness and fairness sufficiently regarded the interests of its clients.

Article 2.3

If Girobank N.V. would not be liable pursuant to these General Conditions, it will still be liable if, in the performance of the act concerned, it has not proceeded according to the standards of reasonableness and fairness.

Article 3

In the course of business between the client and Girobank N.V. the party who makes use of a means of communication bears the risk connected with such means of communication in the event of mistakes, misunderstandings, delays, mutilations and failure to (properly) receive information and instructions, unless such means of communication was used on instructions from the other party, all subject to the proviso that the client is liable for the risk of information and instructions which, sent by him by mail to Girobank N.V., are received with delay or mutilated or are not received at all and that in the event that any information, statements or documents sent to the client by Girobank N.V. are received with delay or mutilated or are not received at all, Girobank N.V. is under no other obligation but to provide the Client, at his request, once and free of charge, with any copies or duplicates, without prejudice to Girobank N.V.'s liability on any other ground(s).

Article 4

When carrying out the client's orders Girobank N.V. is authorized to make use of mediation and/or other services of third parties.

Article 5.1

When carrying out the client's orders Girobank N.V. may cause the client's valuables to be placed in the custody of third parties in the name of Girobank N.V. and for the client's benefit, if, in the opinion of Girobank N.V., proper and efficient execution of the client's orders or agreements with the client renders this desirable. In these cases Girobank N.V.'s liability is that of an agent holding powers of substitution.

Article 5.2

The valuables in the custody of third parties in the name of Girobank N.V. are part of the total shown on the general accounts and deposits of valuables entrusted to the custody of such third parties in the name of Girobank N.V.

Article 5.3

Girobank N.V. has the right at all times, in order to meet its obligation of delivering to the client the valuables referred to in the preceding article, to merely assign to the client the part concerned of its own rights visàvis such third parties. Girobank N.V. guarantees delivery by such third parties of the valuables referred to above.

Article 6

Girobank N.V. has the right to carry out all orders to purchase and sell valuables and to invest and withdraw moneys against security of valuables with itself as the opposite party or, in its discretion, with others as the opposite parties.

Article 7

Girobank N.V. is liable if it has delivered valuables while, at the time of delivery, it had or should have had knowledge of defects to or, as the case may be, invalidity of such valuables. At the client's option Girobank N.V. is then under an obligation to either deliver as yet valuables of the same kind without defects, or refund the amount charged.

ADDRESSES

Article 8

The client shall inform Girobank N.V. in writing of his exact name, address and residence. This address will remain in force visàvis Girobank N.V. until such time as Girobank N.V. has received a written notification from the client of a change of address and of the banking services to which this address should apply. All notifications, information and orders from the client to Girobank N.V. must be directed to the address which Girobank N.V. has stated for that purpose and they are deemed to concern only the relationship to which the respective correspondence refers. If a notification, information or order is received by Girobank NV. at an address other than the one stated, Girobank N.V. will see to it that the notification, information or order is forwarded on, however, without any liability on Girobank N.V.'s part for any injurious consequences which may result from the misdirection.

CONTROL

Article 9.1

Unless Girobank N.V. has received a written notification to that effect, stating also the relevant account number(s), and has reasonably been in a position to take note thereof, no change of control on the client's part or on the part of those representing the client visàvis Girobank N.V., nor any amendment, revocation or extinction of powers otherwise can be pleaded against Girobank N.V., even if already published. Neither is such a plea possible in the event that the guidelines, if any, issued by Girobank N.V. relating to such changes were not followed.

Article 9.2

Retired partners and – in case of a dissolution – former partners remain severally liable towards Girobank N.V. for any debt, whether or not due and payable and whether or not conditional, owed to Girobank N.V. by the client at the time Girobank N.V. was able to take note of a written notice addressed to it informing it of the retirement or dissolution, whichever applies, or any debt which becomes due to Girobank N.V. on account of a legal relationship already in existence at that point in time.

ADMINISTRATION

Article 10

An extract from its books issued by Girobank N.V. shall be satisfactory proof visàvis the client, subject to counterproof, if any, to be rendered by the client.

Article 11.1

Girobank N.V. may require the client to make use of the forms and identity cards as designed or approved by Girobank N.V. in conformity with the instructions given by Girobank N.V. Forms and identity cards which are damaged, or on which the data are not stated completely or which contain deletions, changes or additional information, will not be accepted unless, in the discretion of Girobank N.V., there is no objection to their acceptance.

Article 11.2

The client shall carefully keep the forms and identity cards issued or sent to him by Girobank N.V. and shall immediately report to Girobank N.V. in writing any irregularity in such documents which has come to his knowledge.

Article 11.3

If Girobank N.V. has carried out an order based on wrongfully used forms and/or identity cards without and before having received the information referred to in the preceding article, the effects are for the client's account and risk, unless, specifically where the checking of signatures is concerned, gross negligence can be imputed to Girobank N.V.

Article 12

Girobank N.V. has the right to refuse the issuance of forms and identity cards to the client or require the return of forms and identity cards in the client's possession in the event of the client's default and if exceptional circumstances occur as a consequence of which Girobank N.V. cannot reasonably be expected to keep issuing such documents to the client or to leave them in the client's possession. The refusal or the request of Girobank N.V. shall be directed to the client in writing, stating the reasons. The client is under an obligation to comply with Girobank N.V.'s request on first demand.

Article 13.1

If an error is found in a statement from Girobank N.V. or in the execution of any order by Girobank N.V., both Girobank N.V. and the client are under an obligation to notify the other party immediately and cooperate in correcting the mistake made.

Article 13.2

If the statements sent to the client by Girobank N.V. are not contested by the client within one year from the time they should reasonably be deemed to have been received by him, or if the client does not file an objection to the manner of execution of an order within one year, statements and execution are deemed to have been unreservedly and irrevocably approved by the client.

Article 14

With notice to the client, wrong entries made may be corrected by Girobank N.V. within one year. If the balance in the client's favour does not allow or only partially allows correction and the client fails to add to the balance in spite of a written summons to do so, a setoff shall take place up to the amount of the balance in the client's favour, whereas the balance of Girobank N.V.'s claim in this respect will become immediately due and payable, without any further notice of default.

Article 15

Girobank N.V. has the right to charge the client for rates and commission and to debit the client's account accordingly in the manner as agreed upon in the rendering of services concerned or, in case nothing to that effect was agreed upon, in the manner as generally applied by Girobank N.V. versus its clients.

Article 16

In cases where the account of the client is overdrawn, Girobank N.V. has the right to charge interest on the debit balance and to charge the client's account with Girobank N.V. accordingly at the rate applicable from time to time.

Article 17

With regard to accounts that have been inactive (“dormant”) for more than one year, Girobank N.V. has the right to charge additional service charges and to debit the account of the client with such charges.

SECURITY AND SETOFF

Article 18.1

If the client in any respect fails to meet his obligations pursuant to a relationship with Girobank N.V., anything owed on account of such relationship will become immediately due and payable. In that case Girobank N.V. is entitled, in its discretion and after notice of default, to sell up all or any part of the secured property within the scope of such relationship in order to recover from the proceeds whatever according to its books is owed to Girobank N.V., including the interest agreed upon, or, if no interest was agreed, upon, the legal interest and the expenses incurred by Girobank N.V., which at that time must be further specified by Girobank N.V.

Article 18.2

Girobank N.V. has the right to refuse delivery of anything it has or will have in its custody for the client until any amount due and payable then owed to Girobank N.V. by the client has been paid.

Article 18.3

If Girobank N.V. exercises its right as mentioned in article 18.2 it shall notify the client accordingly in writing within a reasonable period of time, indicating the reason. The powers of Girobank N.V. do not extend beyond the amount or, as the case may be, the equivalent of the client’s debt.

Article 18.4

Any debt, whether or not due and payable, which Girobank N.V. owes or may come to owe to the client may, after considering any other ways of collection, be set off by Girobank N.V. against any amount that the client, on whichever account, owes or may come to owe to Girobank N.V.

Article 18.5

A setoff, if any, is effected at the value on the day of the setoff. After having exercised the right to set off, Girobank N.V. shall so notify the client in writing within a reasonable period, specifying the reason.

Article 18.6

If in the opinion of Girobank N.V. there are wellfounded reasons to believe that the client will fail to pay debts not yet due and demandable, Girobank N.V. has the right to refuse payment of amounts in the client’s favour in view of a setoff, up to the amount of, or equivalent to, the aforementioned debts. If Girobank N.V. exercises this right it shall so notify the client within a reasonable period of time, specifying the reason.

CONFIDENTIALITY

Article 19.1

Except in special cases as provided for in paragraph 2 of this article, Girobank N.V. is bound by secrecy towards third parties in respect of the accounts maintained with it and in general in respect of its relationship with the client, unless any law or regulation should dictate otherwise. The term “third parties” in this article shall not be considered to include branches of Girobank N.V. or companies affiliated with Girobank N.V.

Article 19.2

In case any account of the client with Girobank N.V. would show a debit balance or an arrears of payments, on whatever account due by the client to Girobank N.V. – all this in the widest sense of the word – and, notwithstanding a written demand, the client fails to pay up the debit balance or arrears, Girobank N.V. shall be permitted – and by accepting these General Terms the client explicitly authorizes Girobank N.V. to do so – to report the client to the credit registration company “Caribbean Credit Bureau or to any other credit registration company.

EXPENSES

Article 20

All expenses arising for Girobank N.V. from its relationship with the client, including any collection expenses and expenses incurred in connection with disputes between the client and Girobank N.V. or between the client and third parties about the client’s valuables in the hands ofn Girobank N.V. or, as the case may be, third parties, shall be for the client’s account, provided that they are not excessive, with the exception of expenses, if any, which, pursuant to a court decision, are for the account of Girobank N.V.

FORCE MAJEURE

Article 21.1

Girobank N.V. is not liable for the consequences of force majeure, which include in any case government decrees and measures, international conflicts, violent or armed actions, labor irregularities, breakdowns in businesses or institutions whose services are used, lockouts and boycotts.

Article 21.2

In an event of force majeure Girobank N.V. is under an obligation to investigate if, and in which manner, the detrimental effects resulting there from for the client can be limited. Girobank N.V. will then, if and insofar as possible, take such measures as it deems necessary in order to limit such detrimental effects.

APPLICABLE LAW

Article 22

The relations between the client and Girobank N.V. and these General Conditions are governed by the laws of the Netherlands Antilles.

DISPUTES

Article 23

Disputes, if any, in connection with or arising from the relationship between Girobank N.V. and the client and/or these General Terms and Conditions shall be brought exclusively before the Court of First Instance of the Netherlands Antilles, place of session Curaçao.

ESTABLISHMENT AND TERMINATION OF A RELATIONSHIP

Article 24.1

Both the client and Girobank N.V. may terminate their relationship with each other at any time. In the event of termination by Girobank N.V., the latter shall, if so requested, inform the client in writing of the reason for termination. After termination the relationship is wound up as soon as possible. This is done with due observance of periods of time, if and insofar as agreed upon between the parties. During the winding up these General Conditions shall remain in full force and effect

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SIGNATORY CARD

Account name:

Account number:

Name- Nombre	Signature - Firma	Details Detalles	Conditions -Condiciones

Date- Fecha:

Account name:

Account number:

Name- Nombre	Signature - Firma	Details Detalles	Conditions -Condiciones

Date -Fecha: