



## SECTION 5 CONDITION OF SIGNATURE

Any one to sign  Both/all sign  Other

If Other (please state):

Exempted from Withholding Tax or Stamp Duty  Yes  No

Foreign Account Tax Compliance (for USA citizen, USA residents)  Yes  No

## SECTION 6 SIGNATURES AND DECLARATION

I/We hereby:

- declare that the information provided here is true and correct.
- acknowledge having received and read the Terms and Conditions governing the conduct of Bank accounts in my/our name(s).
- confirm and accept that I/we have read and understood the Kina Bank Internet Banking & Mobile Banking Terms and Conditions provided together with this application form.
- am/are aware that the use of Kina Internet & Mobile Banking is governed by these Terms and Conditions.
- agree to be bound by the provisions of the Terms and Conditions and any amendments to the same for any account(s) open with the Bank now and hereafter.
- declare that I/we have not committed any act of bankruptcy at the time the account(s) was/were opened.
- agree to examine and notify the Bank of any errors, irregularities or discrepancies in the statement of account sent to me/us and to notify the Bank if I/we fail to receive such monthly statements.

Signature (1)

Date:

X

Signature (2)

Date:

X

## SECTION 7 APPLICATION FOR STANDING INSTRUCTION TO TRANSFER FUNDS TO COVER AN OVERDRAFT

Please transfer funds from Account No:

to Account No:

If Balance in the Current Account is insufficient to meet the payment of cheques I/we understand that:-

- 1) For inward clearing cheques, the transfer of funds will be effected at the time when the cheques are being processed.
- 2) A service charge and interest shall be levied on each transfer effected.

Signature (1)

X

Signature (2)

X

Date:

## SECTION 8 ACCOUNT (S) LINKING TO KINA INTERNET/MOBILE BANKING

Primary Savings Account: 1-

2-

Primary Current Account: 1-

2-

## SECTION 9 DAILY LIMIT

This is the daily cumulative amount for all transactions initiated through Kina Internet Banking. All transactions carried out via Kina internet and mobile banking are subject to a Daily Limit. A Daily Limit of PGK 25,000 will apply. If you wish to decrease your Daily Limit from PGK25,000, please log into your Internet Banking and make your required changes.

Kina reserves the right to decrease the Daily Limit to honour account permissions.

### BANK USE ONLY

I.D. place of issue:

Residential Status:  Resident  Non-Resident

Staff related:  Yes  No Type of A/C:  S/A  C/A

Attended by:  Approved by:  Other Information:  Date:

Name:  Name:

Signature:  Signature:

# REGULATIONS

## TERMS AND CONDITIONS

### 1. Authorisation and Request

1.1 I/We authorise and request the Bank to honour and comply with all cheques, drafts, orders to pay, bills of exchange and promissory notes expressed to be drawn, signed, accepted, endorsed or made on my/our behalf drawn upon or addressed to or made payable by the Bank whether my account(s) is/are in credit or in debit or may become overdrawn in consequence or otherwise.

1.2 I/We further authorise and request the Bank to honour and comply with any written order to withdraw any or all money on any of my/our account(s) and my/our written instructions to deliver, dispose of or deal with any securities, deeds or documents or other property (including safe deposit boxes and their contents) whatsoever from time to time in the possession of the Bank for my/our account(s) whether by way of security or safe custody or otherwise.

### 2. Banking Charges

2.1 I/We hereby agree that the Bank shall be entitled to charge for any of its services provided to me/us at the rates as notified by the Bank to me/us from time to time or in the absence of such notification, at a reasonable rate. All bank charges when due shall be debited to my/our bank accounts.

### 3. Change of Address, Signature or Particulars

3.1 Any change of address or signature(s) or other particulars that are recorded with the Bank shall be notified to the Bank in writing. All communications including the service of any legal process sent by post to or left at my/our last address registered with the Bank shall be deemed to have been duly delivered to and received by me/us.

### 4. Limitation of Liability

4.1 I/We agree that the Bank shall not be responsible for any direct, indirect, incidental, punitive, special or consequential damages or economic losses incurred by me/us, any Authorised User(s) or any party caused arising directly or indirectly in connection with our Internet Banking & Mobile Banking Service, any instruction and/or this Agreement and I/we shall fully indemnify the Bank and hold the Bank harmless against all losses, costs and expenses which may be incurred by me/us or by the Bank in connection with any or all of the bank accounts whatsoever or the execution by the Bank of any instructions or if any of my/our bank accounts or any part thereof is reduced or frozen by any government or official authority.

4.2 I/We further agree that when the Bank incurs liability for or at my/our request, any funds or securities and other valuables deposited with the Bank (whether deposited by way of security, safe custody or for any other specific purpose) belonging to me/us and in the hands of the Bank shall automatically become security to the Bank and the Bank shall have the right to retain such funds or securities and other valuables or any part thereof and even dishonour my/our cheque until the liability is settled.

### 5. Right of set-off

5.1 I/We agree that in addition to any general lien or other similar right to which the Bank as bankers may be enlisted at Law, the Bank may at any time, without prior notice, combine or consolidate any or all of the bank accounts with and the liabilities to the Bank and set-off or transfer any sum or sums standing in the credit of any or all of the bank accounts in or towards satisfaction of any of my/our liabilities to the Bank whether such liabilities to the Bank be primary or collateral or several and joint. Further in, so far as my liabilities to the Bank be contingent or future, the Bank's liabilities to me/us to make payment of any sum(s), standing to the credit of any of my/our bank accounts shall be to the extent necessary to cover such liabilities be suspended until the happening of the contingency or future event.

### 6. Cheques

6.1 Cheques may not be drawn on the Bank except on the forms supplied and registered for such purpose. Cheques may be used only to draw on bank accounts designated by the Bank as current accounts or such other accounts as the Bank may from time to time stipulate. Application for cheque books should be made on the printed application forms or by written request.

6.2 The Bank shall be entitled to dishonour cheques on which (in the opinion of the Bank) the signature differs from the specimen supplied to the Bank.

6.3 All alterations on cheques should be confirmed by the drawer's full signature. The Bank may dishonour cheques on which the alterations are confirmed by incomplete signatures or initials only. Cheques with the crossing 'Opened' can only be paid in cash when presented for payment by the drawer or his known agent.

6.4 All instructions to stop payment of cheques must be in writing and will be effective only upon receipt by the Bank. The Bank shall not, however, be held liable for any delay or omission in executing such instructions. All stop payment instructions shall lapse after a period of twelve (12) months from the date of the instruction.

6.5 All cheques remain the property of the Bank and upon closure of the account upon which I/we may draw by cheques either by me/us or the Bank, all unused cheque forms which were issued to me/us forthwith be returned by me/us to the Bank.

### 7. Deposits and Withdrawals

7.1 Every deposit shall be accompanied by a deposit slip or any appropriate form issued by the Bank. A receipt issued by the Bank is only valid if it is machine validated or acknowledged by an authorised officer of the Bank. I/We must ensure that this is done before leaving the premises of the Bank.

7.2 All cheques and instrument(s) deposited are accepted for collection only and except by special arrangement and may not be drawn against until the proceeds have been received by the Bank.

7.3 Cheques received for collection but dishonoured may be sent by ordinary post to me/us at the address last registered with the Bank at my/our own risk and expense.

7.4 I/We shall indemnify the Bank as collecting banker for any loss which the Bank may incur by reason of its guaranteeing any endorsement, discharge or discharges on any cheque, bill, note, draft, dividend, warrant or other instruments presented by me/us for collection and every guarantee given by the Bank shall be deemed to have been given at my/our expressed request in every case.

## 8. Overdrafts

8.1 Where an overdraft is permitted by the Bank, each principal amount advanced by the Bank at its discretion shall be payable by me/us upon demand from the Bank together with interest and if applicable all other commissions, discounts and banker's charges. The rate of interest chargeable in respect of the overdraft shall be determined by the Bank from time to time and shall be computed on the principal amount for the time being owing on a daily basis and if such interest or any part thereof is not paid each month when the same is due, such interest shall (so long as it remains unpaid) be capitalised and aggregated with the Principal amount for the time being owing and interest shall accrue thereon as herein provided.

## 9. Statement of Account

9.1 A statement of the balances on my/our bank accounts will only be rendered once a month. If however, there are no transactions during the month no statement will be rendered.

9.2 I/We agree to examine and notify the Bank of any errors, irregularities, discrepancies, claims or unauthorised debits or items whether, made, processed or paid as a result of forgery, fraud, lack of authority, negligence or otherwise by any person whatsoever.

9.3 I/We further agree that if I/we fail to advise you in writing of the non-receipt of the statement and obtain the statement from you, or to notify you of any errors, discrepancies, claims or unauthorised debits or items in the statement within twenty-one (21) days from the date of the statement, the Bank's accounts or records shall be conclusive evidence of the transaction entries and balances in such accounts and I/we shall be deemed conclusively to have accepted all matters contained in the statement as true and accurate in all respects. Any amendment thereafter of the statement shall be at the sole discretion of the Bank.

## 10. Closure of Accounts

10.1 The Bank reserves its right to:-

- a) Close any bank account if instructed to do so by a Court of Law in Papua New Guinea;
- b) Restrict or freeze Accounts or Services without notice where it is deemed to be in the Bank's best interest;
- c) Close any Account or cease Service for any reason whatsoever by giving `14 days` notice of such intention and the Bank shall not be bound to disclose any reasons therefore.

10.2 On rare occasions the Bank may exercise its discretion to close an Account or Service due to unsatisfactory conduct or for any other reason the Bank deems (in its sole discretion) appropriate, such as (while not an exhaustive list) where an Account that is designed for use by the Bank's business customers is being used for personal purposes, or you do not agree to any changes to the Terms and Conditions. If this happens, the Bank will notify you in writing at the address shown on its records and will also enclose a Bank cheque for the net credit balance of the Account.

10.3 The closure of the Account or Service by the Bank under Clause 10 and 20 is not considered to be a breach of the Terms and Conditions or any other contract that exists between me/us and the Bank.

10.4 I/We agree that the Bank will not be liable for any consequential loss or damage that I/we may suffer as a result either directly or indirectly from the closure or restriction of my/our Account or Service.

10.5 I/We agree to indemnify the Bank against any related loss or claim that may arise as a consequence of the decision and action taken by the Bank under Clause 10 and Clause 20 of these Terms and Conditions.

10.6 I/We agree that this Clause shall survive the closing, pursuant to the Terms and Conditions, of any Account and or Service and my/our use of the Account or Service.

## 11. Joint Accounts - Applicable to Accounts in Joint Names

11.1 The Bank can collect for the credit into my/our account, cheques and other instruments belonging or payable to any of us.

11.2 In the event of death, bankruptcy or insanity of either/any of us, any balance remaining in the credit of our Joint Account may be paid to the survivor(s) subject to, and/or as directed by PNG Law.

## 12. Disclosure

12.1 I/We hereby agree and authorise the Bank to disclose to any person any information about or with regard to my/our affairs and/or bank accounts as authorised by Law or for such purposes as the Bank may deem reasonable or necessary.

12.2 I/We agree to accept any consequences flowing from the dissemination or disclosure of information by the Bank in accordance with Clause 12, and will indemnify the Bank against any related loss or claim.

12.3 I/We agree that this Clause shall survive the closing, pursuant to the Terms and Conditions of any Account and/or Service, and my/our continued use of the Account or Service.

## 13. Specific Terms and Conditions

13.1 Notwithstanding anything herein contained in the Terms and Conditions governing the operation of any specific bank account or the use of any card linked to any of my/our bank accounts as contained in any other document used in connection with such bank account or card or as contained in any notice, brochure or advertisement of the Bank specifying such additional Terms and Conditions as being applicable shall apply and in the event of any inconsistency shall prevail over the Terms and Conditions herein.

## 14. Partnership Account (Applicable to Accounts Registered as Partnerships)

14.1 I/We agree that I/we shall be jointly and severally responsible for all the liabilities of my/our bank accounts.

14.2 The instruction given for operation of my/our bank accounts shall remain in force until revoked in writing notwithstanding any change in the constitution or the name of the firm and shall apply notwithstanding any change in the membership of the firm by death, bankruptcy, retirement or otherwise or the admission of new partner(s).

## 15. Rules and Regulations of Regulatory Bodies

15.1 In addition and without prejudice to any of the Terms and Conditions herein, where applicable, the Terms and Conditions herein shall be governed by and subjected to the rules, regulations and guidelines from time to time issued by the Bank of Papua New Guinea and other relevant bodies whether or not such rules, regulations and guidelines that have the force of Law. I/We hereby agree that the availability and the continued availability of any of the services presently and/or hereafter from time to time and at any time offered by the Bank to me/us shall be dependent upon and subject to the said rules, regulations and guidelines.

## 16. Standing Instructions, Withdrawals, Interest

16.1 Any payment or transfer of funds to be made or effected pursuant to any standing instructions given to the Bank shall be subject to such minimum balances being maintained in the bank account from which the funds are to be paid or transferred as may from time to time as prescribed by the Bank.

16.2 Any withdrawal to be made from any bank accounts may be subject to such proof of identity being produced as the Bank may require.

16.3 Interest on bank accounts shall only be payable according to the rates and conditions as advertised or notified by the Bank from time to time and may be limited to specific accounts or subject to minimum balances being maintained.

## 17. Fees and Charges

17.1 The Bank Fee and Charges Document is to be read in conjunction with these Terms and Conditions and as such is deemed to be part of these Terms and Conditions.

## 18. Interpretation

18.1 The expression 'bank accounts' shall mean each and every account which I/we maintain with the Bank and, if the context so requires shall mean any one of such accounts.

18.2 The expression "Bank" or "you" shall mean Kina Bank Limited.

## 19. Future Accounts

19.1 I/We agree that the above Terms and Conditions together with any subsequent additions, deletions or amendments shall apply to any future accounts which I/we may maintain with the Bank.

## 20. Change of Terms and Conditions

20.1 The Bank may make changes to the Terms and Conditions that apply to my/our Account or Service as outlined in the relevant Terms and Conditions. I/We deem to accept any changes to those relevant Terms and Conditions through my/our continued use of the Account or Service. In the event that I/we do not agree to any change to the Terms and Conditions, I/we am/are required to contact the Bank immediately in writing. The Bank may be required to close my/our Account or Service in the event that I/we do not agree to any changes to the Terms and Conditions. Refer to the clause "Closure of your Account or Service by the Bank" (Clause 10 of this Terms and Conditions) for further information on the Bank's course of action.

## 21. Anti-Money Laundering/Counter Terrorism Financing

21.1 I/We agree that:

- a) The Bank may from time to time require additional information from us to assist the Bank in compliance obligations, or where the Bank in its absolute discretion considers it appropriate, necessary or advisable to collect additional information to meet broader disclosure requirements;
- b) Where legally obliged to do so, the Bank will disclose any information gathered by the Bank to any legal authority, regulator, or Government agency (enforcement or otherwise) in any jurisdiction as the Bank may in its absolute discretion consider appropriate, necessary and advisable.

21.2 I/We agree to provide the Bank with the following undertakings and indemnify the Bank against any potential losses arising from any breach by us of the following undertakings:

- a) I/We will not initiate, engage in or effect a transaction that may be in breach of any relevant Law or sanctions (including those of other jurisdiction);
- b) I/We will not engage in any activity underlying any transaction that may be in breach of any relevant Laws or sanctions (including those of other jurisdiction).

21.3 I/We will co-operate to provide the Bank with additional information in connection with the Bank meeting its legal requirements.

## 22. PNG Jurisdiction

22.1 The Customer Banking Agreement is governed by the Laws of PNG and I/we agree to submit to the jurisdiction of the PNG legal system.