



# NGO, Association, Non Resident Application Form

Requested Product/Services:

Bank Account    Check Book    ATM Cards (*Proprietary, Debit-Standard, Prepaid, Elite*)    POS    DahabPlus Djibouti    Online Banking

Account currency:            DJF            USD            EUR            Other specify:

## Section 1 - Company Information

1.1 Legal Entity Name

1.2 Doing Business As Name (DBA)

1.3 Company Registration Number/EIN Number

1.4 Tax/VAT/GST number (*if applicable*)

1.5 Date & Place of Incorporation

1.6 Corporate Website

1.7a Registration Address (*Street, City, Zip Code, State, Country*) (*Please kindly do not enter P.O. Box*)

1.7b Principle place of Business Address, if different than 1.7a please complete: (*Street, City, Zip Code, State, Country (no P.O. Box)*)

1.8 Entity Type

Sole Proprietor            Private Limited            Publicly Traded            Partnership            Trust            Other

1.9 Last year's annual revenue (*in USD*)

1.10 Number of Employees

1.11 Business Industry

1.12 Business Activity Description

1.13a Prefix

1.13b Principal Contact Name

1.13c Contact Phone

1.13d Contact Email

1.14a Please detail any licenses/permits your business holds from any regulatory authority including the name and license number.

1.14b If you do not hold any license/permit from any regulatory authority, please specify why the license is not required

## Section 2 - Authorized Representative, Control Person, & UBO Information

### Authorized Representative (Director/Signatory)

All Clients must complete this section. Please include in the section each authorized representatives that will have authority to act on behalf of the Client/Company. An authorized representative must either be a Director of the company or an Authorized Signatory that has been appointed by a director, or by a Power of Attorney, to sign an execute transactions on behalf of the company. Directors of a Company are either Officers or Agents of the Company, appointed by the Shareholder/Beneficial Owners to manage the Company's day-to-day affairs. For UK/EU: please kindly include at least two (2) Directors of the Company in this section.

### Control Person

A control person is an individual with significant responsibility for managing or directing the entity, including an executive officer or senior manager. (E.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer) OR Any other individual who regularly performs similar functions. For UK/EU: Please include all individuals with significant control over the company. For US: Please include one control person.

### Individual Shareholders/UBOs

UBO must be a natural person (individual) unless it is a publicly traded business. Please list UBOs with 25% ownership or more (or 10% or more ownership for PEPs).

**For US persons only:** Government ID type must be the social security number. Enter **the last four digits of the SSN** under the "Government ID Number" section.

### Director/Signatory/Control Person/UBO Details (*please print out additional pages as needed*)

2.1(1) Role (*please check all that apply*)

2.2(1) Title

Director/Signatory    Control Person    UBO    US Citizen    PEP

2.3(1) First Name

2.4(1) Last Name

2.5(1) Date of Birth

2.6(1) Residential Address (Street, City, Zip Code, State, Country)

2.7a(1) Government ID Country of Issuance

2.7b(1) Government ID Type (*Passport, National ID, Driving License, or SSN*)

2.8(1) Government ID Number

2.9(1) Issued Date

2.10(1) Expiry Date

2.11(1) Nationality

2.12(1) Email

2.13(1) Phone



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### Director/Signatory/Control Person/UBO 2 Details:

2.1(2) Role (please check all that apply) 2.2(2) Title  
 Director/Signatory    Control Person    UBO    US Citizen    PEP

2.3(2) First Name 2.4(2) Last Name 2.5(2) Date of Birth

2.6(2) Residential Address (Street, City, Zip Code, State, Country)

2.7a(2) Government ID Country of Issuance 2.7b(2) Government ID Type (Passport, National ID, Driving License, or SSN)

2.8(2) Government ID Number 2.9(2) Issued Date 2.10(2) Expiry Date 2.11(2) Nationality

2.11(2) Email 2.12(2) Phone

### Director/Signatory/Control Person/UBO 2 Details:

2.1(2) Role (please check all that apply) 2.2(2) Title  
 Director/Signatory    Control Person    UBO    US Citizen    PEP

2.3(2) First Name 2.4(2) Last Name 2.5(2) Date of Birth

2.6(2) Residential Address (Street, City, Zip Code, State, Country)

2.7a(2) Government ID Country of Issuance 2.7b(2) Government ID Type (Passport, National ID, Driving License, or SSN)

2.8(2) Government ID Number 2.9(2) Issued Date 2.10(2) Expiry Date 2.11(2) Nationality

2.11(2) Email 2.12(2) Phone

### Section 3 - Corporate Shareholder information

If you have a company that has corporate owners in the ownership structure, please provide a signed and dated organization chart, and complete the Corporate Shareholder Detail section for any corporate shareholder over 25%.

#### Shareholder 1 details

3.1(1) Corporate Entity Name 3.4(1) Registered Number

3.3(1) Share of Ownership % 3.5(1) Registered Address (Street, City, Zip Code, State, Country)

4.1a Do you service other financial institutions (provide nested services)? Yes    No

4.1b Do you have physical branches, if so, how many, and where are they located? Yes    No

4.1c What products/services do you offer to your customers (i.e. savings accounts, checking accounts, personal banking, etc.)

4.1d Please tell us about your customer base. Please select the customer type you do business with and include a percentage:  
 Individual % Corporate %

4.1e If you have Corporate customers: Please indicate the top 5 industries/verticals that they operate in (providing % split by industry type). If no corporate customers, enter NA

4.2 Please provide a detailed description of the customer information and documents that you obtain, verify, record, and retain. Please also advise how long this information and documents are retained for. If you use 3rd party providers to collect customer information please list them here.

4.3 Do you perform customer identification and verification ("CDD") on your customers? If so, please describe your CDD Process (including how CDD is performed, the frequency of the CDD checks, and the systems you use to perform these checks).

4.4 Please describe how you market to your clients. What marketing tools are used and how do you target them?

4.5. Have the business or its owners/directors, ever been subjected to any of the following? If yes, please provide details

4.5a License suspended or revoked? If yes, please provide details below (status and resolution) Yes    No

4.5b Regulatory Enforcement Action? If yes, please provide details below (status and resolution) Yes    No

4.5c Convicted of any crime? If yes, please provide details below (status and resolution) Yes    No



### Section 5 - Projected Activity

5.1a Please enter the top 5 payment countries of origin (source of funds) Country of Origin (source of funds) in %

5.1b Please enter the top 5 destination (remittance) countries. Destination countries (funds will be sent to) in %

5.2 Please provide your monthly projected activity.

**Monthly volumes**

Number of Transactions  
Average Transaction Value (in USD)

**Pay Out Transactions**

### Section 6 - FATCA

Do you have Physical presence in US Yes No Is Control Persons or/and UBO U.S resident/citizen/Permanent Resident Yes No

I hereby confirm the information provided above is true, accurate and complete. Subject to applicable local laws, I hereby consent for EAB or any of its affiliates (collectively “the Bank”) to share my information with domestic and overseas tax authorities where necessary to establish my tax liability in any jurisdiction. Where required by domestic or overseas regulators or tax authorities, I consent and agree that the bank may withhold from my account(s) such amounts as may be required according to applicable laws, regulations and directives. I undertake to notify the bank within 30 calendar days if there is any information which I have provided to the Bank.

### Document Checklist

| Documents for all Financial Institutions |  |
|--|--|
|  | Signed EAB Client Application Form   |
|  | <b>EAB performs electronic verification of company data. In certain circumstances we may not be able to complete electronic verification without requesting the following information:</b><br>Corporate documents: (Such as Certificate of Incorporation, Business Registration Certificate or equivalent document issued by Government authority, Memorandum & Articles of Incorporation and if applicable, Latest Board Resolution, Certificate of Incumbency, and Share Registry) |
|  | Evidence that the person opening the account has sufficient authority to do so, such as Corporate or Board Resolution or a Letter of Authority (for POAs)  |
|  | If the corporate entity has multiple ownership layers, please provide an organization chart showing shareholding structure and UBOs with shareholding percentages. The organization chart must be signed and dated by one authorized representative.   |
|  | List of Executive management, Board of Directors, Control Person, and Shareholders/Beneficial Owner over 15% (10% if PEP).   |
|  | Copies of unexpired government issued ID and Proof of Address (issued within last 60 days) for Executive management, Board of Directors, Control Person, and Shareholders/Beneficial Owner over 15% (10% if PEP).  |
|  | Wolfsberg Questionnaire  |
|  | FATCA Form   |
|  | AML Policy/Procedures  |
|  | Copy of Financial Services License, or alternatively, kindly provide the website where License can be verified   |

*Note: : Additional information may be requested from the Client depending on the business model, such as latest bank statements, tax filings, latest financial statements, business plan, and other business details as needed.*





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## Signature

By signing this EAB Application Form, I certify that I am the authorized representative of the customer identified in this form and am fully authorized to provide the information contained in this form. All information provided and documents submitted in connection with this application are complete and correct. I have read the Terms and Conditions of the Agreement and hereby confirm my agreement to them. EAB is authorized to use such information to provide the services requested.

|                               |          |
|-------------------------------|----------|
| Authorised Signatory (1) Name | Position |
| Signature                     | Date     |
|                               |          |
| Authorized Signatory (2) Name | Position |
| Signature                     | Date     |
|                               |          |
| Authorized Signatory (3) Name | Position |
| Signature                     | Date     |

## Terms and Conditions

I / We agree that the information given above is true and complete and that I / We have received the East Africa Banking Service Agreement for the operation of account and electronic banking services which is comply with the Fatwa of Shari \_a Supervisory Board and those applicable specifically to the type of account chosen by me which I/ We understand and expressly agree and accept to be bound by them whether set out in French and /or English. I / We confirm That all expected inward remittances to my / our account(s) will comply with the stipulations of CENTRAL BANK OF DJIBOUTI.

I / We agree that the credit balance in the current account and/or the saving account is a QardHasan (loan without interests), and on demand the Bank will pay the available credit balance, and does not share the investment profit or bear any risk.

I/We confirm, accept and agree as follows:

- a) I/We have also read all the terms and conditions governing the account \ accounts and other services listed above.
- b) I/ We understand here that I / We are opening account under EAST AFRICA.
- c) I/We the undersigned have received the "EAST AFRICA Banking Service Agreement / Terms and Conditions" and have read and accept he same.

## General Conditions

### Article 1 - Operation/functioning

The operation of this account is governed by:

The laws in force in the territory of the Republic of Djibouti, Any dispute or litigation between the customer and the bank fall within the exclusive jurisdiction, of Djibouti courts. The bank can, if it prefers, bring any litigation before the court of the defendant. The general and tari conditions relevant to the bank, customer service are available to the bank teller for information. The bank reserves the right, in its sole discretion, to modify the tari conditions.

Any agreement to contrary should be confirmed in writing.

### Article 2 - Customer Instructions

the client request the Bank to honor and to debit his account all checks, bills of exchange or trade bill, promissory notes, letters of credit and guarantees or product for all other operations that will occur between the Bank and the customer.

### Article 3 - Authorized Signature

All account holders must deposit beside the Bank a specimen of his signature and that of the potential agents authorized to act on the account. Any changes will be expressly notified without delay to the Bank. Each signatory, jointly or separately, unless the customer agrees otherwise, has the right to withdraw all or part of the assets of customer held at the Bank and opens other accounts in the name of the customer.

### Article 4 - Correspondence

The customer indicates in writing to the Bank the address in which all communications will be sent to him. Once this address is done, such communications will be supposedly valid and the client may not claim to not have received them.

The Customer must notify the Bank in writing immediately when a change of his address occurred.

### Article 5 - checkbook

Only the formulas certified by the Bank allow the holder to establish a check.

The Bank shall issue under certain conditions the checkbooks.

The client undertakes or agrees to keep checkbooks issued by the Bank with the utmost care because he will be responsible for the consequences that may result from loss or theft of all or part of these books, and particularly any misuse.

The Bank must be notified immediately by the Customer if the latter discovers that a checkbook, pages or the constituent forms were stolen, lost or misplaced.



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Only the Client or any his potential agents are allowed to use the checkbooks delivered to him by the Bank and to sign checks issued or alterations on the said checks.  
Checkbooks should be "written and signed with indelible ink the amount written on the check, digit and letter, must start up maximally from the left of the form to avoid the fraudulent addition of numbers or characters by an unauthorized person.  
Any check issuing without funds or insufficient funds can lead, in addition to a statement to the Central Bank of Djibouti, a ban on checkbook and closing the account.  
The Bank may refuse or suspend the issuing of formula checks without closing the account is required.  
The Holder undertakes to return his checkbooks on simple request of the Bank.  
The Bank reserves the right to deny cashing checks that are not issued pursuant to the terms of the general conditions of the Bank.

**Article 6 - Withdrawal at Teller**

The Bank delivers out in cash the value of the checks signed by the customer or his agent in the presence of the cashier to the customer. When a bearer check is presented by an employee or other agent acting on the client account, the client discharge the Bank of any payments to the employee or other agent.  
Therefore, the Bank disclaims any responsibility if it has honored, even by carelessness on the part of an employee of the Bank, any check whose signature or content were counterfeited.  
When the customer has enabled counterfeiting and / or falsification by negligence from his side or, when there were other forgeries and / or falsification on the customer checks without the latter makes a claim to the Bank upon receipt of statements of his account. If the fraud was perpetrated by an employee, servant, agent or other representative acting for the Client.

**Article 7 - Joint account**

The joint account is an account between several persons who work indifferently under the signature of one or the other joint holder. This account has an active and passive solidarity; in this regard, each joint owner may dispose of the entire account balance and when the account is linked to a credit account that is not repaid, the bank can claim the entire outstanding balance in one of them. On the death of one of joint holders, the account is not blocked; it continues to operate under the signature of the joint holder. Each joint holder may terminate the solidarity by withdrawing from the account that is automatically transformed into an open account in the name of the other joint holder. To do this, the joint holder who withdraws must notify the Bank his intention by registered letter with acknowledgment of receipt and inform the other joint holder. The outgoing joint holder remains liable for initiated transactions on the account until the reception date of registered letter by the Bank

**Article 8 - Claims of the Customer**

The customer is required to check the contents and to immediately report to the Bank any errors, including in his favor, of all documents, extracts, communication or notification of the Bank. Any claim or customer objection about execution or non-execution of orders or other communications, notifications or actions taken by the Bank must be presented immediately in the reception of the corresponding notice or in the latest period allotted by the Bank, otherwise they indications contain are, except obvious material error, reputed accurate and approved by the customer.  
In case he would not receive correspondence, communication or notice to which he would be expected, the customer must immediately notify the Bank and submit his claim at the time he would normally receive it.  
Claims relating to the periodic statements must be submitted within 30 days, and those relating to the statements of account or notice, within five days after they are sent. The express or tacit approval of accounts statements and deposits outweighs that of all positions and mentions therein and possible reserves of the Bank and, for the credit accounts, acknowledgment of debt within the meaning of the law. Any damage resulting from a late claim.

**Article 9 - Conservation and Archives**

Accordance with the provisions, the Bank is not held to keep the books and documents relating to the customer accounts beyond ten years.  
And the client will not, on no account, take an action against the Bank for any cause that it is beyond ten years from the litigious operation.  
On application by the holder, the Bank may, by billing, communicate useful information to the holder.

**Article 10 - Variations and / or termination**

Any change to intervene in the social life of a corporate person, especially when the authorized persons to represent must be notified to the bank, without the latter cannot be held liable for any deficiency from the part of the corporate person.  
The Bank may, at its sole discretion, discontinue its relations with its customer or vary its terms and conditions, in particular and without prejudice to the above conditions, revoke previously granted credits and customer required the repayment of his debts to the Bank. Subject to the ongoing operations, the account may be closed:  
-By the Holder  
-By the Bank which will not be held in any prior notice in case of serious malfunction of the account  
The closing involves the immediate return by the holder of all check forms held by himself and his agent.  
The holder shall maintain a sufficient balance to ensure the completion of current operations, during the period of this purpose.

**Article 11 - Professional Secret**

The bank is obliged to professional secrecy pursuant to Article 31 of Law No. 92 / year / 05 / 5th L relating to the opening, activity and supervision of credit institutions. However, it is untied from this obligation either at the request of the customer or when required by law, especially with respect to the Central Bank of Djibouti, or judicial authority acting within the scope of a criminal procedure.  
It may be forced to make certain statements, including the tax authorities, or the Central Bank of Djibouti or request permission to the state authorities before proceeding with an operation, on account of the legislative and regulatory provisions effect on the fight against the laundering of capital and against the financing of terrorism.  
The client authorizes the bank to communicate data concerning him to his subcontractors, including insurance companies and his partners for the purpose of commercial prospecting or managements.

