

**ACCOUNT OPENING-- CORPORATE**  
**DOCUMENTATION REQUIRED**

1. Certificate of Incorporation
2. Position/Specification of Directors
3. Certified true copy of Memo and Article of Association
4. Board resolution duly signed and sealed by the Chairman and Secretary
5. Identification of Director's (valid ID/Passport)
6. 3 Passport Photographs for each of the authorized signatories
7. (2) Signature Cards completed
8. EMAE Invoice
9. Fiscal Card





- i. To borrow money and to obtain credit for the Company from the Bank on any terms and conditions, to make and deliver notes, drafts, acceptances, instruments of guarantee, agreement and, any other obligations of the Company thereof in a form satisfactory to the Bank.
- ii. To grant security interest in and/or assign and deliver, as security for money borrowed or credit obtained stocks, bonds, instruments, bills receivables, accounts, mortgages, documents, insurance policies certificates, and any other property now hereafter held by or belonging to the Company, with full authority to assign or guarantee any of the same in the name of the Company.
- iii. To discount and to negotiate any bills of exchange or any other paper held by the company with full endorsement of the same in the name of the Company.
- iv. (iv) To withdraw from the Bank and give receipt for, or to authorize the Bank to deliver to bearer or to one or more designated person, all or any documents and security or other property held by it, whether held as collateral security or safe-keeping or any other purpose.
- v. (v) To authorize and request the bank to purchase or sell for account of the Company stocks, bonds and other securities.
- vi. To enter into contracts with the Bank on behalf of the Company for the purchase and/or sale of foreign exchange, either spot or forward, to execute and deliver guarantees, indemnities, pledges and other agreements relating thereto, and to give any and all instructions to charge accounts of the Company with the Bank in connection therewith.
- vii. To execute and deliver all security and other agreements, financing statements and other papers required by the Bank in connection with any of the foregoing matters and affix thereto the seal of the Company.

Payments (4) That the Bank is hereby authorized to pay any such instrument or make any charge and also to receive the same from payee and or other holder without inquiry as to the circumstances of issue or the disposition of the proceeds even if drawn to the individual order of any signing persons, or payable to the Bank or others for his account, or tendered in payment of his individual obligation, and whether drawn against an account in the name of the Company as such, and, at the option of the Bank, even if the account of the Company shall not be in credit to full amount of such instrument or charge.

(5) That the Bank may at its discretion grant financial accommodation to the Company where there are insufficient funds in the account to meet the instructions of the Company in connection with any transaction.

Such financial accommodations shall be debited to the Company's account and bear interest accordingly.

(6) That the secretary or any other officer of the Company be, and hereby is authorized to certify to the Bank the names of the present officers of the Company and other persons authorized to sign for it and the offices respectively held by them, together with specimens of their signatures and in case of any change of any holder of any such office or holders of any such offices, the fact of such change and the names of any new officers and the offices respectively held by them, together with specimens of their signatures, and The Bank be and hereby is authorised to honour any instrument signed by any new officers in respect of whom it has received any such certificate or certificates with the same force and effect as if the said officer or officers were named in the foregoing resolutions to the place of any person or persons with the same title or titles.

- (7) That the Bank be promptly notified in writing by the secretary or any other officer of the Company of any change in these resolutions, such notice to be given to each office of the bank in which any account of the Company may be maintained, and that until it has actually received such notice in writing, it is authorised to act in pursuance of these resolutions, and that until it has actually so received such notice and sufficient time shall be elapsed thereafter to permit the Bank in due course and by such means as it may deem appropriate, to notify such to its departments, offices, branches and correspondents as the bank may deem to be concerned thereby, it shall be indemnified and held harmless from any loss suffered or liability incurred by it in continuing to act in pursuance of these resolutions, even though these resolutions may have been changed.
- (8) That any and all withdrawals and borrowings of money and/or other transactions heretofore had on behalf of the Company with the Bank are hereby ratified, confirmed and approved, and that the bank may rely upon the authority conferred by this entire resolution of this board revoking or modifying the same.

The Company understands and agrees:

- (i) That the bank is under no obligation to honour any cheque(s) drawn on our account unless there are sufficient funds in the account to cover the value of the said cheque(s). The Company understands and agrees that any such cheque(s) may be returned to the Company unpaid;
- (ii) That the customer shall prior to the presentation of cheques on his account confirm to the Bank his due issuance of the cheques. Failure to give the said confirmation entitles the bank to return the cheque unpaid. Otherwise the customer should expressly waive the confirmation need in writing.
- (i) That any sum standing to the credit of this account shall bear interest. The Company further understands that any sum standing to the debit of the current account shall be liable to interest charges at a rate fixed by the Bank from time to time. The Bank is authorized to debit from the account the usual banking charges, interests, commissions, etc.
- (iv) In consideration of your providing us financial and/or banking accommodation and other facilities we agree that in addition to any other general lien or similar right which you as bankers may be entitled by law, you may at any time and without notice to us combine or consolidate all or any sum or sums standing to the credit of any one or more of such account(s) in or towards satisfaction of any of our liabilities be actual, contingent primary, collateral, several or joint.

We further certify that there is no provision in the Memorandum and Articles of Association of the Company limiting the Power of the Board of Directors to pass the foregoing resolutions and the same are in conformity with the provisions of the said Memorandum and Articles of Association.

We further certify that the Memorandum and Articles of Association of the Company given by us to the Bank are amended up to date. We further undertake that any further amendments to the Memorandum and Articles of Association will be advised to the bank within fourteen days of such amendments.

We undertake to indemnify the Bank against any loss, expenses, and damages it may sustain through our failure to notify or delay in notifying the Bank of any alteration, amendment or addition to the Memorandum and Articles of Association or mandate contained herein. We further undertake to indemnify the bank against any liability or loss incurred in connection with our operation of this account.

IN WITNESS WHEREOF, We have hereunto set our hands as Chairman and Secretary of the company and affix the corporate seal hereunto.

This.....day of..... 20.....

.....  
CHAIRMAN

.....  
SECRETARY

(Company Seal)

**REFERENCE FORM**

From (Referee)

Name.....

Address.....  
.....

To: Island Bank, SA

Dear Sirs

.....

Name of Applicant

The above named person(s) wants/want to open a Current Account with you. They/He/She/ are/is well known to us/me and we/I consider them/him/her as suitable to maintain a Current Account with you.

The Applicant(s) signs/sign  
thus.....and

We/I hereby witness their/his/her signature(s) as being correct.

Our/My Bankers are .....  
Name of Bank Branch

.....  
Account No. Signature of Referee

(To be completed by the Bank official)

From: Island Bank, SA

To: (Referee's Bank)

.....  
.....

.....  
Please verify the signature(s) of your client(s) as above.

.....

Signed

From..... (Referee's Bank)

To: Island Bank, SA.....Branch

We hereby verify and confirm our client's signature(s) hereon correct/irregular.

.....  
Signed and Stamped by  
Authorised Signatory

.....  
Signed and Stamped by  
Authorised Signatory

**REFERENCE FORM**

From (Referee)

Name.....

Address.....  
.....

To: Island Bank, SA

Dear Sirs

.....  
Name of Applicant

The above named person(S) wants/want to open a Current Account with you. They/He/She/ are/is well known to us/me and we/I consider them/him/her as suitable to maintain a Current Account with you.

The Applicant(s) signs/sign  
thus.....and  
We/I hereby witness their/his/her signature(s) as being correct.

Our/My Bankers are .....  
Name of Bank Branch

.....  
Account No. Signature of Referee

---

(To be completed by the Bank official)

From: Island Bank, SA  
To: (Referee's Bank)  
.....  
.....

.....  
Please verify the signature(s) of your client(s) as above.

Signed

---

From..... (Referee's Bank)

To: Island Bank, SA.....Branch  
We hereby verify and confirm our client's signature(s) hereon correct/irregular.

.....  
Signed and Stamped by Authorised Signatory  
Signed and Stamped by Authorised Signatory

Date\_\_\_\_\_

Head of Legal Department  
Island Bank, SA  
Rua da Guiné  
CP. 1044  
Sao Tome e Principe

Dear Sir/Madam

SEARCH REPORT

As part of our account opening requirements, we hereby authorise you to conduct a search on our business name and debit our account for the sum of

\_\_\_\_\_

Being Legal charges for the processing of a search report on:

Name\_\_\_\_\_

Address: \_\_\_\_\_

Registration  
No. \_\_\_\_\_

Incorporation  
No.: \_\_\_\_\_

Yours faithfully,

Authorised Signatory

**FOR THE BANK USE ONLY**

Name \_\_\_\_\_ of \_\_\_\_\_ Company

.....  
.....

Documents and Forms received

1. Certified true copy of Certificate of Incorporation Plus Form CO7 (original available for sighting)
2. Memorandum and Articles of Association
3. Copy of Certificate to commence business ( For Public Companies only)
4. Board Resolutions duly signed by the Chairman and Secretary
5. (2) Signature Cards completed
6. Identification (Passports/International Driving Licence, etc)
7. Reference Photographs

Account Officer's Sign	Date

Waived documentation

- (a) .....
- (b) .....

Documents deferred

- (a) .....
- (b) .....

DEFERRAL / WAIVER OF DOCUMENT  
AUTHORISED BY

ACCOUNT OPENING  
APPROVED BY

Name
------

Name
------

Initial
---------

Initial
---------

Date
------

Date
------

Please complete the attached mandate instruction. Ensure that the specimen of authorized signatories are placed at the appropriate place.

# MANDATE CARDS

## COMPANY/ENTERPRISE

PLACE           PERIOD

NAME

ADDRESS

NACIONALITY           OCCUPATION

TELEPHONE/FAX

EMAIL ADDRESS

Authorized combination

(Please sign the  appropriate)

- One or other to sign
- Both to sign
- All to sign

NOME	ASSINATURA	FOTO

ACCOUNT OPENING DATE

OFFICIAL SIGNATURE \_\_\_\_\_

Other(s) Bank(s)

Type of Account

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Other(s) Instructions \_\_\_\_\_

Name of next of skin: \_\_\_\_\_

Address of next of skin: \_\_\_\_\_