ACCOUNT OPENING APPLICATION for Corporates (legal persons)

1. Identification of the Account Holder

\* Mandatory fields

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Registered name\* | | | | | Legal form\* | | | | |
| Country of registration/incorporation\* | | | | | Place and date of incorporation\* - DDMMYYYY | | | | |
| Trade and companies register number\* | | | | | Share capital | | | | |
| Registered address, Street, No (not PO box or „care of“)\* | | | | | Registered City\* | | | | |
| Registered ZIP\* | | | | | Registered State, Country\* | | | | |
| Tax country\* | | | | | Tax identification number | | | | |
| Signatories/Managing Directors/other legal representatives\* | | | | | | | | | |
| Operating address, Street, No (not PO box or „care of“)\* | | | | | Operating City\* | | | | |
| Operating ZIP\* | | | | | Operating State, Country\* | | | | |
| Phone number\* | | | | | E-mail\* | | | | |
| Fax | | | | | Website\* | | | | |
| Corporate purpose/main business | | | | | | | | | |
| Reason: Please explain the nature of your business or activity and why you require an account with Wirexend/ONPEX.\* | | | | | | | | | |
| Payers and Payees: Please describe the types of counterparties you transact with and list the countries where they are located.\* | | | | | | | | | |
| Transactions: Please estimate the range of expected transaction values and frequency of payments.\* | | | | | | | | | |
| The following currencies shall be activated for the Account. Additional fees may apply. | | | | | | | | | |
| AED | AUD | CAD | CHF | CNY | CZK | DKK | EUR | GBP | HKD |
| HRK | HUF | ILS | JPY | MXN | NOK | NZD | PLN | RON | RUB |
| SAR | SEK | SGD | TRY | USD | ZAR |  |  |  |  |

The Account Holder undertakes to immediately inform the Institution in writing upon the occurrence of any change in the identification elements concerning the Account Holder.

1.1. Required documents

Please send us the following documents in order to enable us to start the business relationship:

A copy of the incorporation documents of the Account Holder as applicable at the day of beginning of the business relationship with the Institution;

A copy of the extract of the companies’ register (the extract should not be three months older than the date of signing of the present Application);

A copy of this agreement signed by one or more authorized Signatories to operate the Account;

A copy of the shareholders’ directory of the Account Holder and (if applicable) of each Shareholder of the Account Holder;

A copy of the signatories’ directory of the Account Holder and (if applicable) of each Shareholder of the Account Holder;

A copy of a valid identification document (e.g. passport, national ID) and a valid proof of address (e.g. utility or insurance bill not older than three months) for each Signatory of the Account Holder and (if applicable) for each Signatory of each of the Account Holder’s Shareholder;

A copy of a valid identification document (e.g. passport, national ID, driver’s license) and a valid proof of address (e.g. utility or insurance bill not older than three months) for each Beneficial Owner;

Any other document deemed appropriate by the Institution for the identification of the Account Holder, the Signatories and/or the Beneficial Owner(s).

Depending on the country of origin and the quality of documents submitted the Institution might ask for additional documents, certified copies, or apostilled documents. The certification needs to be done by a competent authority like embassy, consulate, notary public, police or other public authorities.

1.2. Authorised Signatories

The Account Holder commits to communicate to the Institution by registered mail any changes which may occur in respect of the authorised signatories to bind the Account Holder, irrespective of whether these changes are published in a commercial register/another official publication or not.

1.3. Shareholder(s) or beneficial owner(s) (the “Beneficial Owner”)

When signing the present Account Opening Application (the “Application”), the Account Holder(s) warrant(s) that the assets deposited in the Account now or in the future do not have or will not have in the future a direct or indirect criminal origin or a direct or indirect criminal purpose.

In the framework of its legal obligations, the Institution has to be informed of the identity of the actual Shareholders of the Account Holder and the Beneficial Owner of the assets held in the Account. The Shareholders are any shareholder with a stake of at least 25% in the capital of the Account Holder. The Beneficial Owners are any private individuals who hold or control a stake of at least 25% in the capital or of at least 25% in the voting rights or who undertake the de jure or de facto management for any shareholder of the Account Holder and who are the actual ultimate economic beneficiary/beneficiaries of the assets held in the Account.

The Account Holder warrants that he is the only ultimate and true Beneficial Owner of the assets deposited in the Account now and in the future.

The Account Holder hereby undertakes to perform transactions on the Account solely for his own account. If this condition is not satisfied with respect to one or several transactions, the Account Holder will inform the Institution of the identity of the Beneficial Owners of the relevant transactions.

2. Data protection

The Signatories and the Beneficial Owner(s) is/are hereby informed that the Institution, in its function as a data controller, collects, stores and processes certain personal data concerning the Signatories and the Beneficial Owner(s), such as their name, their profession, their address, date and place of birth, nationality, etc..

The personal data in relation to the Signatories and the Beneficial Owner(s) is required for the performance of a contract, to enable the Institution to provide the services required by the Account Holder, to comply with its contractual, legal and regulatory obligations and for marketing purposes.

The Beneficial Owner(s) also acknowledge(s) and agree(s) that his/her (their) data may be transferred to a country which does not offer a level of protection that is equivalent to that applicable in Luxembourg. The Institution shall not be liable for any damages suffered by the Beneficial Owner(s) that may result from the disclosure of his/her (their) identity and holdings.

The Signatories and the Beneficial Owner(s) acknowledge and consent that data relating to him/her (them) may in particular be disclosed as set out in the general terms and conditions of the Institution (the “General Terms and Conditions of the Institution“) and that such data may thus be transferred to a country which does not offer a level of protection that is equivalent to that applicable in Luxembourg.

The Signatories and the Beneficial Owner(s) have a right of access to and of rectification of these data in cases where such data is inaccurate or incomplete.

The Account Holder(s) and the Beneficial Owner(s) have a right of opposition regarding the use of their data for marketing purposes.

The Account Holder specially empowers the Institution to tape-record his/her telephone conversations with the Institution.

The Account Holder and the Beneficial Owner(s) undertake to immediately inform the Institution in writing upon the occurrence of any change in the identification elements concerning the Account Holder or the Beneficial Owner(s).

The Account Holder hereby acknowledges having been informed by the Institution that the latter is entitled to terminate the business relationship without prior notice and further formalities if it appears, by whatsoever means, that the information contained in the present Application is inconsistent with reality.

3. Base Currency of the Account

EUR is the base currency of the Account and will be used for billing and any non-like-for-like calculations.

Above selected currencies will be activated in the Account for like-for-like transactions. Additional fees may apply (please see relevant fee schedule).

4. Instructions

By signing the present Application, the Account Holder authorises the Institution to accept and to execute each instruction given by the Account Holder via electronic instructions on the website of the Institution and/or any other similar means of communication in accordance with the relevant provisions of the General Terms and Conditions of the Institution, a copy of which is attached hereto, irrespective of the amount or of the beneficiary of this instruction.

By signing the present Application, the Account Holder authorises Wirexend Payments Inc. to execute payments on behalf of the Account Holder on the basis of written instructions signed by authorized Signatory and securely sent to wiretransfer@wirexend.com

5. Correspondence

5.1. Language

Correspondence shall be in English.

5.2. Dispatch of correspondence

All correspondence shall be made available on the Institution’s website or be electronically sent to the e-mail address of the Account Holder as above (in accordance with the provisions of the General Terms and Conditions of the Institution, a copy of which is attached hereto):

5.3. Type of medium for the reception of information

With respect to all information which is required to be provided in a durable medium, the Account Holder accept to receive this information via the website of the Institution or via electronic mail.

E-mails are only authorised for informational purposes. Particularly, but not exclusively, the Account Holder authorises the Institution to send by e-mail a copy of its Account statements.

The Account Holder is advised to read the provisions as described below with particular care.

The Account Holder should be aware that the nature of the e-mail medium is such that confidentiality and privacy are not assured. Unless otherwise specified, the Institution considers that e-mail constitutes exclusively a communication medium of information and never a communication medium of instructions.

E-mail transmission cannot be guaranteed to be secure or error free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The Institution therefore does not accept liability for any errors or omissions in the contents of the message, which arise as a result of e-mail transmission, neither for damages resulting of such transmission.

Any information that may be communicated by the Institution to the Account Holder shall not be regarded as an offer or solicitation for the purchase or sale of any financial instrument or as an official confirmation of any transaction. All market prices, data and other information are not warranted as to completeness or accuracy and are subject to change without notice.

6. Documents in appendix

- General Terms and Conditions of the Institution (version 12th of September 2017)

- Specific Conditions Payment Services (version 12th of September 2017) for EEA clients

7. Signatory(ies)

Each Signatory of the Account Holder must complete, print and sign this form.

The Account Holder confirms his intention to open an account with the Institution under the terms and conditions set out here above. The Account Holder warrants that all the information set out herein is true and accurate and undertakes to inform the Institution immediately in writing of any change that occurs in relation thereto.

The Account Holder confirms that, by executing the present Application, he (they) has (have) received, read with particular care and understood the "General Terms and Conditions of the Institution" and the “Special Conditions - Payment Services” in appendix hereto in the version as mentioned in paragraph 6 above of which he (they) also received a copy and accept(s) to be bound thereby.

The Account Holder further acknowledges that the business relationship with the Institution will be governed by the General Terms and Conditions of the Institution together with any other specific agreement to be entered into with the Institution.

The Signatories herewith confirm to have the power to bind the Account Holder to this agreement and to have the authorisation to enter into this relationship.

\* Mandatory fields

|  |  |
| --- | --- |
| Last name\* | First and Middle names\* |
| Date of birth\* - DDMMYYYY | Nationality(ies)\* |
| Address, Street, No (no PO box or „care of“)\* | ID document number (national ID or passport)\*  ID  Passport No. |
| City, ZIP\* | ID document issuing country\* |
| State, Country\* | ID document expiration date\* - DDMMYYYY |
| E-mail\* | Mobile phone number\* |
| Tax residence (country)\* | Tax identification number (mandatory for US tax residents) |
| Social Security number (mandatory for US tax residents) | Profession(s) |
| Individual signature | Joint signature |
| Restrictions on authority to sign (in particular in case of joint signature) | |
| Required documents  A valid identification document of the Account Holder (passport, national ID)\*  A valid proof of address for the Account Holder (utility bill, bank statement, or insurance bill not older than three months).\* | |
|  | |
| Place, Date\* - DDMMYYYY | Signature of the Account Holder\* |
|  |  |
|  | Please sign within this box. |

Beneficial Owner(s)

This form must be completed for each Beneficial Owner.

The Beneficial Owners are the private individuals who indirectly or directly hold or control a stake of at least 25% in the capital or of at least 25% in the voting rights or who undertake the de jure or de facto management of the Account Holder and are the actual ultimate economic beneficiaries of the assets held in the Account.

The Account Holder warrants that the ultimate and true Beneficial Owner(s) of the assets held in the Account now and in the future is (are):

\* Mandatory fields

|  |  |
| --- | --- |
| Shareholder Name | Shares in % |
| Last name\* | First and Middle names\* |
| Date of birth\* - DDMMYYYY | Nationality(ies)\* |
| Address, Street, No (no PO box or „care of“)\* | ID document number (national ID or passport)\*  ID  Passport No. |
| City, ZIP\* | ID document issuing country\* |
| State, Country\* | ID document expiration date\* - DDMMYYYY |
| E-mail\* | Mobile phone number\* |
| Tax residence (country)\* | Tax identification number (mandatory for US tax residents) |
| Required documents  A valid identification document of the Account Holder (passport, national ID)\*  A valid proof of address for the Account Holder (utility bill, bank statement, or insurance bill not older than three months).\* | |