ΛΟΓΑΡΙΑΣΜΟΙ ΕΤΑΙΡΙΩΝ COMPANIES ACCOUNTS



Bank of Cyprus Public Company Ltd

C.I.F.

AP. ΛΟΓ/ΣΜΟΥ ACCOUNT NO.

Όνομα Εταιρείας / Company's Name:

Αρ. Εγγραφής Εταιρίας/Co.Registration No.

Υπογράφοντες / Signatories	Δείγμα Υπογραφής Specimen Signature	Ημερομηνία Date
-		

ΥΠΟΓΡΑΦΟΥΝ – AUTHORIZED TO SIGN

001-11-0015-153

We hereby confirm the signatures of

Signed by the Introducer(s):

Name (in Print) and position:



APPLICATION BY A NON-RESIDENT FOR THE OPENING OF AN EXTERNAL/FOREIGN CURRENCY ACCOUNT

BANK OF CYPRUS PUBLIC COMPANY LTD

BRANCH CIF NO.:

DATE:

NAME

ADDRESS

ADDRESS OF REGISTERED HEAD OFFICE

CENTRAL BANK'S APPROVAL NO (If registered in Cyprus) NAME OF BANKERS ABROAD DATE

LINE OF BUSINESS

CURRENCY IN WHICH THE ACCOUNT WILL BE OPENED

NATURE OF ACCOUNT

PURPOSE FOR WHICH THE ACCOUNT IS REQUIRED

I/We hereby declare that I am/we are Non-Resident(s) of Cyprus for Exchange Control purposes and that the information given above is correct.

NOTE: If applicant is not in Cyprus reference should be made to his/their letter or cable request.

Date: SIGNATURE OF CUSTOMER ____

(a) We are satisfied with the above application and we approve the opening of the account.

(b) We refer this application to the Central Bank for a decision giving our comments:

Date:	SIGNATURE OF AUTHORIZED DEALER		
CENTRAL B	ANK decision where required		
APPROVED /	NOT APPROVED AUTH.NO	DATE	
AUTHORISE	D SIGNATURE		
001-11-0001C	2-144		

CIF NO.

To the

BANK OF CYPRUS PUBLIC COMPANY LTD

At a meeting of the Directors of		
Limited held at	on	the following resolutions were passed:

1. That an account or more accounts be opened with the Bank of Cyprus Public Company Ltd., at /that the account already held with Bank of Cyprus Public Company Ltd., at is approved and will continue operating.

2. That the Bank be and hereby authorised to honor all cheques or other orders which may be drawn or receipts for moneys owing by the Bank to the company which may be signed on behalf of the company and to debit such cheques, orders and receipts to the company's account or accounts whether such account or accounts be for the time being in credit or overdrawn or may become overdrawn in consequence of such debit, provided such cheques, orders or receipts are signed by

3. That the Bank be and are hereby authorised to honour all bills accepted and promissory notes made on behalf of the company and to debit such bills and notes to the company's account or accounts whether such account or accounts be for the time being in credit or overdrawn or may become overdrawn in consequence of such debit provided such bills or notes are signed by

4. That in the above resolutions the expression director(s) shall include alternate director(s).

5. That

be and is/are hereby authorised on behalf of the company to withdraw and deal with any of the company's property or securities to sign any indemnities or counter indemnities to the Bank, to arrange for the granting of credits or the issue of guarantees by the Bank at home or abroad or the discounting of any bills endorsed on behalf of the company by

and to give instructions with regard to the purchase or sale of any securities of the company or any foreign exchange.

6. That

Directors be and is/are hereby appointed a committee of the board with full authority:

- (a) To arrange with the Bank from time to time for advances to the company by way of loan and/or any other Banking Facilities whatsoever, including the issue of BankCards, Debit Cards and/or Credit Cards to the Directors and/or employees of the Company.
- (b) To mortgage or charge all or any of the assets of the company and to sign on behalf of the company any documents from time to time required by the Bank relating to or for securing any advances to the company or any liabilities of the company to the Bank.

Initials of Directors

001-01-0328-141

- 7. That all and any debit balances of any of our accounts with the Bank will be charged with interest at the rate equal to the rate in force for such overdrafts plus commission and other Bank charges. Such debits, namely, interest, commission and other Bank charges will be calculated and capitalised in accordance with the Bank's practise from time to time. All the above will be communicated to me by any means the Bank deems fit.
- 8. That the Bank be furnished with a copy of the company's memorandum and articles of association and with copies of any amending special resolutions that may from time to time be passed.
- 9. That the Bank be furnished with a list of the names of the directors, secretary and other officers of the company and that the Bank be authorised to act on any information given by any director or the secretary as to any charges therein.
- 10. That these resolutions be communicated to the Bank and remain in force until an amending resolution shall be passed by the board of directors and a copy thereof certified by any one of the directors or the secretary shall be communicated to the Bank.
- 11. The information above can and may be disclosed to other Companies of Bank of Cyprus Group for their own use.
- 12. In consideration of your complying with this mandate, we hereby undertake to indemnify you against any loss, charge or expense, which you may suffer or sustain thereby and to absolve you from all liability for loss or damage which we may sustain from your acting on this mandate.

We certify that the foregoing resolutions have been duly entered in the minute book and signed therein by the chairman and are in accordance with the articles of the company and that the company is a public/private company.

NAMES OF DIRECTORS	SIGNATURES	NATIONALITY

The secretary sends herewith the following documents: -

1) Memorandum and Articles of Association.

2) The Last Balance Sheet.

3) Certificate of Registration.

Dated the

(Secretary's Name)

(Signature)

001-01-0328-141p.2

-2-

Name of Company:

The Manager International Business Unit Bank of Cyprus Public Company Ltd., 28 Michalacopoulou street Ayii Omoloyitae P.o.box 21472 CY-1599 Nicosia Cyprus

Date:

Dear Sir,

INSTRUCTIONS BY TELEPHONE, TELEX, OR FACSIMILE. (NOTE THAT IN ORDER TO BE APPLICABLE TEST KEY CODES MUST BE USED)

In consideration of your agreeing to act upon unauthenticated telephone, telex, or facsimile instructions purporting to be given by Messrs.

and/or

on behalf of our company in respect of our account(s) or other dealings with you, we hereby:

- (a) Agree to indemnify you and to keep you indemnified from and against all claims, actions, demands, liabilities, costs, charges, damages, losses, expenses and consequences of whatever nature which may be brought or preferred against you or that you may suffer, incur or sustain by reason or on account of you having so acted whether wrongly or mistakenly or not, or of your failing to act wholly or in part in accordance with such instructions.
- (b) Agree not to take any claim against you by reason of or on account of your having so acted or of your having acted wrongly or mistakenly or of your failing to act wholly or in part in accordance with such instructions.
- (c) Agree that you may debit any account in my/our name(s) with any sums payable by me/us as a result of such instructions.

We hereby declare and agree that if above unauthenticated instructions are subsequently confirmed in writing and delivered to the Bank either by mail or by hand, such confirmation must clearly be marked,

" Original sent by facsimile. Please avoid duplication"

Failure in our part to do so, releases the Bank from any liability whatsoever for acting twice on the same instructions.

I understand that test key codes must be used on each facsimile/telephone/telex instruction with an annual fee of USD150.

Yours faithfully,

For

(company)

Director's names:

Signatures:



Date:

TO BANK OF CYPRUS PUBLIC COMPANY LTD

Dear Sirs,

Letter of Indemnity for Foreign Cheques Purchased

Whereas the Bank of Cyprus Public Company Ltd, hereinafter called the Bank has agreed to purchase from me/us at its absolute discretion and to pay to me/us the proceeds of travelers cheques and generally of cheques drawn on foreign Banks, before their final clearance.

I/We hereby declare that these transactions will in all respects be under my/our responsibility and risk until final settlement and that the Bank and/or its correspondents will not be liable for loss, damage or delay however caused or for failure to note or protest, which is not directly due to the negligence or default of their own officers or servants.

I/We furthermore undertake to indemnify fully the Bank immediately on its first demand for any damage and/or loss it may suffer as a result of any such transaction(s).

I/We declare also that the Bank has the right at its absolute discretion to charge me/us with annual interest on the amounts advanced at the current rate of interest of the Bank in force time to time till the date of final clearance.

(Signature)

001-01-1480a 06.98 FX

DECLARATION/ UNDERTAKING GIVEN BY INTRODUCER/S

A. I/We the undersigned

being the Introducer(s) of (name of company) which wishes to apply for the opening of an account with your Bank, hereby declare the following:

1. We are fully aware of the provisions of the Prevention and Suppression of Money Laundering Activities Law 61(I) of 1996, and the relevant regulations issued by the competent authorities.

We have applied in respect of the above Company our client acceptance procedures, which, inter alia, include identification of the ultimate beneficial owners of the Company and have conducted full enquiries regarding the nature and extent of its business.

On the basis of the above procedures and enquiries and to the best of our knowledge and belief we hereby confirm that:

(a) At present the ultimate beneficial owner/s of the above Company is/are the individual/s listed below:

Name: Full Residential Address:

Nationality: Passport No. Profession/occupation

Name: Full Residential Address:

Nationality: Passport No. Profession/occupation

Name: Full Residential Address:

Nationality: Passport No. Profession/occupation

Signed by the Introducer(s):

Name (in Print) and position:

- (b) The above mentioned ultimate beneficial owner/s is/are not directly and/or indirectly involved in any criminal conduct or money laundering activity.
- (c) The main business activities of the company is/are:
- (d) The purpose/reason for applying for the opening of an account is:

(e) The anticipated credit turnover in connection with all of the above mentioned company's accounts will be:

- **2.** In the event that there is any change in the above-mentioned information and/or the ultimate beneficial owner/s of the above Company I/we undertake to advise you immediately of any such change in writing.
- **3.** I am/We are, aware of my/our legal obligation to report to the Republic of Cyprus's Unit for Combating Money Laundering (UCML) any suspicion of Money Laundering (particularly with regard to the above mentioned company's account/s) in accordance with the provisions of The Prevention and Suppression of Money Laundering Activities Law of 1996 and all amendments to the law thereafter.

4. The following documentation (or equivalent for entities registered abroad) is enclosed in relation to the company concerned:

(a)	Certificate of registration.	
(b)	Memorandum and articles of association.	
(c)	Certificate of directors and secretary.	
(d)	Certificate of shareholders.	
(e)	Certificate of company's registered address.	
(f)	Central Bank of Cyprus approval.	
(g)	Board resolution for the opening of an account.	
(h)	Board resolution appointing authorised signatories	
(i)	True copies of identity cards/passports of all authorised signatories of the company.	
(j)	True copies of identity cards/passports of at least two directors (including the managing director) of the company	
(k)	True copies of identity cards/passports of ultimate beneficial owner(s) if different to persons covered by (i) or (j).	
(1)	Copy of the Trust deed of appointment of nominees	
(m)	Written confirmation by the introducer regarding the ownership structure leading to the ultimate beneficial owner (diagrammatical or otherwise),	

Date:

B. I/We the Undersigned Introducer(s) of the above named company declare the following:

We are fully aware of the provisions of the Prevention and Suppression of Money Laundering Activities Law 61(I) of 1996, and the relevant regulations issued by the competent authorities.

We have applied in respect of the above Company our client acceptance procedures, which, inter alia, include identification of the ultimate beneficial owners of the Company and have conducted full enquiries regarding the nature and extent of its business.

On the basis of the above procedures and enquiries, and to the best of our knowledge and belief we:

- 1. confirm and corroborate the authenticity of above signature and,
- **2.** certify that all documentation and information supplied above by ourselves is correct and truthful, and
- **3.** confirm that the ultimate beneficial owners declared above are acting on his/her/their own behalf and not as nominee(s), trustee(s) or in a fiduciary capacity on behalf of any other person(s).

Signed by the Introducer(s): Name (in Print) and position:	
In the presence of:	

Date:

Name (in Print) and position:

DECLARATION/ UNDERTAKING GIVEN BY NOMINEE/S AND INTRODUCER/S

A. I/We the undersigned

being the nominee shareholder(s) of (name of company) which wishes to apply for the opening of an account with your Bank, hereby declare the following:

1. We are fully aware of the provisions of the Prevention and Suppression of Money Laundering Activities Law 61(I) of 1996, and the relevant regulations issued by the competent authorities.

We have applied in respect of the above Company our client acceptance procedures, which, inter alia, include identification of the ultimate beneficial owners of the Company and have conducted full enquiries regarding the nature and extent of its business.

On the basis of the above procedures and enquiries and to the best of our knowledge and belief we hereby confirm that:

(a) At present the ultimate beneficial owner/s of the above Company is/are the individual/s listed below:

Name: Full Residential Address:

Nationality: Passport No. Profession/occupation

Name: Full Residential Address:

Nationality: Passport No. Profession/occupation

Name: Full Residential Address:

Nationality: Passport No. Profession/occupation

- (b) The above mentioned ultimate beneficial owner/s is/are not directly and/or indirectly involved in any criminal conduct or money laundering activity.
- (c) The main business activities of the company is/are:
- (d) The purpose/reason for applying for the opening of an account is:
- (e) The anticipated credit turnover in connection with all of the above mentioned company's accounts will be:
- 2. In the event that there is any change in the above-mentioned information and/or the ultimate beneficial owner/s of the above Company I/we undertake to advise you immediately of any such change in writing.
- **3.** I am/We are, aware of my/our legal obligation to report to the Republic of Cyprus's Unit for Combating Money Laundering (UCML) any suspicion of Money Laundering (particularly with regard to the above mentioned company's account/s) in accordance with the provisions of The Prevention and Suppression of Money Laundering Activities Law of 1996 and all amendments to the law thereafter.

4. The following documentation (or equivalent for entities registered abroad) is enclosed in relation to the company concerned:

(a) Certificate of registration.	
(b) Memorandum and articles of association.	
(c) Certificate of directors and secretary.	
(d) Certificate of shareholders.	
(e) Certificate of company's registered address.	
(f) Central Bank of Cyprus Public Company approval.	
(g) Board resolution for the opening of an account.	
(h) Board resolution appointing authorised signatories	
(i) True copies of identity cards/passports of all authorised signatories of the company.	
(j) True copies of identity cards/passports of at least two directors (including the managing director) of the company	
(k) True copies of identity cards/passports of ultimate beneficial owner(s) if different to persons covered by (i) or (j).	
(l) Copy of the Trust deed of appointment of nominees	
(m) Written confirmation by the nominee/ introducer regarding the ownership structure leading to the ultimate beneficial owner (diagrammatical or otherwise),	

Date:

B. I/We the **Undersigned Introducer(s)** of the above named company declare the following:

We are fully aware of the provisions of the Prevention and Suppression of Money Laundering Activities Law 61(I) of 1996, and the relevant regulations issued by the competent authorities.

We have applied in respect of the above Company our client acceptance procedures, which, inter alia, include identification of the ultimate beneficial owners of the Company and have conducted full enquiries regarding the nature and extent of its business.

On the basis of the above procedures and enquiries, and to the best of our knowledge and belief we:

- 1. confirm and corroborate the authenticity of above signature and,
- **2.** certify that all documentation and information supplied above by the Nominee(s) is correct and truthful, and
- **3.** confirm that the ultimate beneficial owners declared above are acting on his/her/their own behalf and not as nominee(s), trustee(s) or in a fiduciary capacity on behalf of any other person(s).

Date:

Name (in Print) and position:

MINISTRY OF FINANCE - INLAND REVENUE

DECLARATION FOR EXCEPTION FROM THE DEDUCTION OF DEFENCE CONTRIBUTION ON BANK INTEREST PAID OR CREDITED

(Section 3(2)(b) of the Special Contribution for the Defence of the Republic Law No.117(I) / 2002)

Before completing this Declaration, please read the notes on page 2.

A. ACCOUNT/S DETAILS	
1. Name of Bank:	
2. Name of Branch:	4. Code:
3. Account Number:	I
5. Full Name of Account Holder/s:	
6. Taxpayer/s Identification Code/Passport No. and Issuing	Authority/Registration No:
B. DETAILS OF PERSON/S BENEFICIALLY EN	TITLED TO THE INTEREST
- If more than two persons are beneficially entitled to the in persons in the box beside and list names and addresses on	
2. Full Name of 1 st Beneficiary:	
3. Principal Residential Address of 1 st Beneficiary:	
4. Full Name of 2 nd Beneficiary (if applicable):	
5. Principal Residential Address of 2 nd Beneficiary:	
C. DECLARATION AND UNDERTAKING BY THE ACC ENTITLED TO THE INTEREST	OUNT HOLDER/S AND THE PERSON/S BENEFICIALLY
 1 - I/We, the person/s beneficially entitled to interest on the abov (i) I/We was/were not resident/s in Cyprus during the previous (ii) I/We undertake the responsibility to fill in and submit to the Account the relevant Questionnaire (Form I.R.18A Q) 2002 2 - I/We, the account holder/s and the person/s beneficially entitle (i) I/We consent that, in case I/we do not fill in and submit the (a) Special Contribution for the Defence will be deducted (b) Special Contribution for the Defence will be payable do (ii) I/We consent that upon the decision to close the above ment (a) I/We will at once fill in and submit to the Bank the relevance of the second second	tax year and I/we also intend to remain so during the following year e Bank with which I/we maintain the above mentioned 2, by 31 December of the current year. ed to interest hereby declare that: said Questionnaire in time: during the following year and during the following year and during the current year, plus interest. tioned account after 1.1.2003 evant Questionnaire ne Bank will deduct Special Contribution for the Defence on
3. Signature/s: Holder Beneficiary	4. Company's Seal (if applicable)
The Director or the Secretary must sign on behalf of a Company. 5. Date:	
IT IS A CRIMINAL OFFENCE TO SUBMIT AN INCORRECT OR FALSE DECLARATION	KEEP A COPY OF THIS DECLARATION FOR YOUR RECORDS

INCORRECT OR FALSE DECLA

(Form I.R.18A) 2002

NOTES

1. Who and for what reason is responsible for the completion of this Declaration.

In accordance with the Special Contribution for the Defence of the Republic Law N. 117(1) of 2002, Banking Organizations are obliged to deduct special contribution for the defence at the rate of 10% from interest paid or credited to accounts maintained by Cyprus residents. Non Cyprus residents who are beneficially entitled to interest on bank accounts must use the said Declaration to inform the Bank that they are not resident in Cyprus, so that special contribution for the defence relating to interest on bank accounts, will not be deducted.

2. Where to submit the Declaration.

This Declaration, once completed and signed by the account holder and the person beneficially entitled to the interest, must be submitted to the Bank with which the Account is maintained.

The Bank undertakes to permit the Commissioner or his/her authorized representative to examine the present Declaration, the relevant Questionnaire (Form I.R. 18AQ) 2002 and any accompanying documents, at its premises or upon the Commissioners request, to submit to the Commissioner the afore-mentioned or a true copy of them.

3. Who are considered to be Cyprus residents.

Cyprus residents are considered to be:

- (a) Individuals who reside in Cyprus for one or more periods which exceed in total 183 days during a tax year and
- (b) Legal Persons whose control and management are exercised in Cyprus.

4. The Processing of Personal Data (Protection of Individuals) Law of 2001.

The Department of Inland Revenue maintains a Registry with which the personal data of an Cyprus tax payers are filed, for the purpose of implementing Tax Legislation.

A publication was put through the Media relating to the operation of the Registry, in accordance with the Processing of Personal Data (Protection of Individuals) Law of 2001.

According to the above, the Department may use the data contained in the Declaration in order to:

- Check accuracy of information
- Prevent or detect crime
- Protect public funds.

QUESTIONNAIRE FOR ASCERTAINING WHETHER THE CONDITIONS RELATING TO THE TERM "NON CYPRUS RESIDENT" ARE MET

- This Questionnaire is completed by non Cyprus residents (individuals and Companies) who/which are beneficially entitled to Interest on Bank A/Cs and have signed the Declaration in order to be exempt from deduction of special contribution for the defence relating to the said interest (Form I.R. 18) 2002.
- This Questionnaire once completed and signed, must be submitted to the Bank with which the account/s is are maintained, by 31 December of the current year, in order to ensure that special contribution for the defence will not be deducted from interest.
- Otherwise the Bank will deduct special contribution for the defence with respect to the current year and will also demand payment of special contribution for the defence relating to the year together with interest.

INDIVIDUALS

1. Full name:			
2. Permanent Home Address:			
<i>Tick in the appropriate box:</i>			
3. Your permanent home is: Privatel	y owned	4. Do you ow	n a private home in Cyprus:
	Rented	Ye	es 🔲 No 🔲
5. Business Address:		I	
6. Description of Economic Activity:			
- If you are an employee, attach an emplo	oyer's assurance ce	ertificate	
7. When you are in Cyprus you reside	e in a		
Hotel Rent	ed Premises	Own	ed Premises
- Submit appropriate evidence			
8. (a) Passport Number:	(b) Expiry Da	ate:	(c) Issuing Authority:
9. Dates of entry in and exit from Cyp	orus during the re	ference year:	
Date of entry E	Date of exit		Days of stay
Total Days of stay:			
• The Department of Inland Revenue retains the right to request the submission of supporting evidence relating to the above e.g. copy of passport pages or air/sea tickets, or boarding passes, which show the dates of entry and exit.			
10. Signature:		11. Date:	

(Form I.R.18A Q) 2002

COMPANIES

1. Name:	
2. Taxpayer Identification Code:	
3. Company's Registration No.:	
4. Country in which the Company is registered:	
5. Address at which the Company's Registered Of	fices are situated:
6. Address of Tax Administration to which the Co	mpany belongs:
7. Description of main Economic Activity:	
8. Address at which Central Offices are situated:	
9. Country in which Board Meetings are held:	
10. In your opinion is the Company have permane	nt astablishment in Cumus e.g. there is a fixed
business base through which the business activitie	
11. Is the Company's management and control exe	Yes No Second Se
	Yes No
12. Names and Addresses of Directors	13. Authorized Representatives of Directors
	(Names and Addresses if applicable)
14. Signature: The Director or the Secretary must sign on	behalf of the Company 15. Date:
G	

TO THE BANK OF CYPRUS PUBLIC COMPANY LTD.

Date:

, Under the

At the meeting of the Directors of

held at HQ's on

the Directors considered the terms and conditions governing the issue of Bank Cards (Debit cards/Credit Cards) by the Bank of Cyprus Public Company Ltd and resolved as follows:

- 1. That the said terms and conditions be and are hereby accepted by the company.
- 2. That the Bank be and hereby instructed to issue Bank cards (Debit cards/Credit cards) to Messrs:

aforesaid terms and conditions.

- 3. That the Bank we and are hereby authorised to honour all receipts issued through the use of such cards by Messrs AS ABOVE and to debit the company's account or accounts (whether such account or accounts be for the time being in credit or overdrawn or may become overdrawn in consequence of such debit) with the amount (s) of such receipt.
- 4. That in the above resolutions the expression directors (s) shall include alternate directors(s).
- 5. That these resolutions be communicated to the Bank and remain in force until an amending resolution shall be passed by the board of directors and a copy therefore certified by any one of the directors or the secretary shall be communicated to the Bank.

We certify that the foregoing resolutions have been duly entered in the minute book and signed therein by the chairman and are in accordance with the articles of the company and that the company is a public/private company.

NAMES OF THE DIRECTORS	SIGNATURES	NATIONALITY
1		
2		
3		

Secretary



Name of Customer:

The Manager of Bank of Cyprus Public Company Ltd, International Business Unit, 28 Michalakopoulou Street, Ayii Omoloyitae, P.O. Box 21472, CY-1599 Nicosia.

Dear, Sir,

TRANSFER TO A FIXED DEPOSIT ACCOUNT (BANK CARD GUARANTEE)

By debiting my/our account number

Maintained with your branch, I/we hereby authorize you to transfer the amount of (say,

)to a new one year fixed deposit

account under my/our name and renew this deposit automatically until further written notice.

I understand that this amount will remain blocked as a guarantee for the issue of the following Bank of Cyprus Public Company cards:

(1)

(2)

(3)

I also understand that I/we, under no circumstances can use this money for any other reason for as long as I/we maintain the above Bank of Cyprus Public Company cards.

Yours faithfully,



Date:

TO BANK OF CYPRUS PUBLIC COMPANY LTD

Dear Sirs,

Following my application for opening a current account with your Bank, I hereby declare the following:

- 1. I have not issued any cheque on our account, which has been dishonoured during the previous 12 months.
- 2. I have been informed and I am fully aware about the instructions issued by the Central Bank of Cyprus Public Company and the commissioner of Co-op Societies regarding the opening and operation of current accounts. I am also aware that the issuers of dishonoured cheques will be recorded in a Central Information Registry.
- 3. I hereby irrevocable undertake to return on your demand all the unutilised cheques in my possession.
- 4. I agree that in case of any cheque issued by me is dishonoured this information will be forwarded to the Central Registry together with my personal details.
- 5. In the event of the present is being signed by more than one individual or legal entity it shall be construed as being made in the plural.

Applicant's Signature

Directors' Signatures

Bank of Cyprus Public Company

YOUR PERSONAL DATA AND THE BANK OF CYPRUS PUBLIC COMPANY GROUP*

Where we refer to the Bank of Cyprus Public Company Group we mean the Bank of Cyprus Public Company and its subsidiaries.

We place paramount importance on customer service and aim to meet your expectations on every occas

To achieve this aim we need accurate information about you. Please help us take prompt and efficient action by informing us of any change to your personal Data either by visiting any Branch, calling Direct Banking or by writing to us.

Data includes information about you, which any Group company now holds, or at any time in the future will hold and which comes from or relates to:
 Application forms or other dealings with any Group companies

Third parties (such as joint account holders, persons that you guarantee, introducers, the Register of Unpaid Cheques or other similar registers or agencies that today operate or in future may be operating or any other persons associated with you are in any way whatsoever) or Your transactions or the products or services from any Group company.

Sensitive data means data concerning racial or ethnic origin, political convictions, religious or philosophical beliefs, participation in a body, association and trade union, health, sex life and erotic orientation as well as data relevant to criminal prosecutions or convictions. The collection and processing of sensitive

data is permitted only with your explicit consent.

Recipients of the data (except the sensitive data) are all properly authorized and trained employees of all Companies in the Bank of Cyprus Public Company Group and for specified data (in the case of payments between Banks and card transactions) of JCC Payments Systems Ltd.

Confidentiality

The law requires that all personal information be treated as private and confidential. Your personal information will not be disclosed to third parties, other than in the following cases permitted by law. These are:

> Where disclosure is made with your request or consent. Such consent need not be in writing if the service is provided over the telephone:

- > When you have been declared bankrupt;
 > When disclosure is required by law or court order;

> When disclosure is made in the course of legal proceedings between us;
 > When there is a duty to the public to disclose or disclosure is required in order to protect our interests;
 > When the information is required to assess your creditworthiness

> When disclosure is necessary in order to assess your creditworthiness; in connection to or in relation to a bona fide commercial transaction or future commercial

When disclosure is made for the purpose of keeping and operating the Central Information Registry for Unpaid Cheques.

From time to time we will employ agents, sub-contractors and business associates to process your information on our behalf. The same duty of confidentiality and security will apply to our agents, sub-contractors and business associates (including underwriters) and all processing will only be carried out under our instruction and

will be supported by written contract.

We may also transmit data to companies belonging to the Bank of Cyprus Public Company Group within the European Union or outside the European Union. In such a case will ensure the same level of protection that is offered by the Cyprus Law.

The Bank of Cyprus Public Company Group will take the appropriate technical and organizational measures for the security of data and their protection against accidental or unlawful destruction, accidental loss, alteration, unauthorised dissemination or access and any other form or unlawful processing.

Using your personal information We will store and process your information in physical form or on the Bank of Cyprus Public Company Group computers and will use them for the following purposes: - Providing the service for which you have applied

Your personal information will be held and used by us in: - Providing the service you applied for, the ongoing administration of the service and facilitating in every way the provision of credit facilities, financial, investment and insurance products or services.

and insurance products or services. Considering your application and taking decision for the provision of financial, credit, investment and insurance services or products for which you applied and the ongoing administration of the service. When you apply for credit facilities we may use the process known as credit scoring. This will help us to assess your application to ensure that you are able to re-pay the borrowing. When you apply for credit facilities or where you obtained credit facilities from us we may give details of your account and how you manage it to credit reference agencies or other similar registers or agencies that today operate or in future may be operating. If you borrow and do not repay in full and on time or make proposals for repayment acceptable to us within the time limits already communicated to you, we may tell credit reference agencies or other similar registers or agencies that today operate or in future may be operating. In such a case it may be difficult for you to obtain credit elsewhere in the future. Assessing the financial risk and taking decisions about credit and credit related services for you.

Helping us (or our insurance underwriters), make decisions on insurance proposals and claims on motor, household, credit and life and other insurance proposals. - Tracing of debtors, the collection of debts, the prevention of fraud and management of your accounts or insurance policies. - Check your identity to prevent fraud or other offences including money laundering.

For these purposes we may make further searches. The searches may include persons that introduce you to the Group, the Central Information Registry for Unpaid Cheques, or other similar registers or agencies that today operate or in future may be operating or any other persons associated with you. If you have taken out insurance, and you submit a claim, any information provided to the insurers may be put on the register of claims through which insurers share such information to prevent fraudulent claims.

- Marketing or Products and Services In some cases we feel that a service or product offered by us, or a selected third party, may benefit you. To make you aware of the service or product we may contact you by mail, telephone, fax, e-mail or other reasonable method to give you further details so that you can make an informed choice. You are of course under no obligation to apply for any of the services or products offered.

- Research & Statistical Analysis

your personal information to assist us in understanding individual needs and business trends in order to improve the services and products we offer.

Your Right of Access to your Personal Data and the Data Controller

The above information for the purposes and uses of your personal Data covers our legal obligation under the Processing of Personal Data (Protection of Individuals) Law '38(1) 2001. Under the Law you have a right of access to your personal data and the information we hold about you upon payment of the relevant fee and of course you have a right of rectification subject always to the provisions of the law.

We hope that the information contained in this leaflet will be useful. If you have any questions or concerns do not hesitate to contact in writing Bank of Cyprus Public Company that is the Data Controller of Personal Data at the following address: Bank of Cyprus Public Company, Head Office, 51 Stassinos Str. Ayia Paraskevi, Strovolos, 2002 Nicosia, Tel.:(++357)22842100, Fax: (++357)22378238.

In case your personal data is given to credit reference agencies or other similar registers or agencies that today operate or in future may be operating you have the right of access to your personal information. Upon your request we will provide you the names and addresses of credit reference agencies. DECLARATION By signing this document you declare that: > You have read and have been informed about the contents of this leaflet and you give freely and having previously been informed your explicit consent and

You agree that all companies that belong to the Bank of Cyprus Public Company Group from time to time, will have access and the right of processing of personal data concerning you.
 You agree that all companies that belong to the Bank of Cyprus Public Company Group from time to time, will have access and the right of processing of your personal data.
 You agree that sensitive data, which we have collected, will be used only for the provision of the service for which you have applied.

I agree to be notified for the services or products offered by yourselves , or selected third parties as referred to above



Signature(s) of Applican

APPLICATION FORM

(Companies, Partnerships, Trade Names and other legal entities)

Instructions to complete the application form:

- Read the Terms and Conditions carefully
- The definitions for the meaning of words and phrases included in the application are explained in the Terms and Conditions.
- Complete all paragraphs and make sure that your selection is marked in all required sections.
- Make sure that you have read and you agree with the Declaration at the end of the application, and the Declaration regarding your personal data.
- With the present application, you will be granted access to all Direct Banking service channels (internet, telephone, WAP etc).

1. DETAILS OF CUSTOMER/APPLICANT

Name:		
Reg. Number:		
Mail Address: :		
Postal Code .	City	Country
Telephones:		
E-mail Address:		

2. PERSONAL DETAILS OF AUTHORIZED PERSONS

By completing the table below, you give access to the services to each Authorized Person and the accounts to be connected with Direct Banking Services.

Access Levels/Services Provided ALL SERVICES //INFORMATION ONLY

ALL SERVICES = carry out transactions + retrieve information

INFORMATION ONLY = retrieve information regarding your transactions, the balance of an account, cheque imaging, chequebook ordering

PERSONAL DETAILS FOR AUTHORISED PERSONS					
You must be entitled to disclose the personal details					
Please make sure that all Authoriz	ed Persons have read and	agreed to the Declaration	for the protections of		
	Personal Data	L			
	Authorized Person A	Authorized Person B	Authorized Person C		
Name:					
Surname:					
Identity Number/Passport Number.					
Contact Telephone					
E-mail Address					
Company Title					
ACCOUNTS TO BE CONNECTED					
Connection of all accounts	YES / NO	YES /NO	YES /NO		
If you answered NO, please specify the accounts to be connected					
Automatic connection of new accounts	YES /NO	YES /NO	YES // NO		
ACCESS LEVELS/SERVICES					
Full Access/All Services	YES /NO	YES /NO	YES /NO		
Third Party Transfer *	YES / NO	YES /NO	YES / NO		
New Subscriber Number **	YES /NO	YES /NO	YES /NO		
If your choice is NO, please state:					
- Existing Subscriber Number					
- Name of Subscriber					

* If you select "YES", please complete the application for Digipass Device."

** Please specify if you wish the Authorized Person to use their existing Subscriber Number when they access your accounts or do so by using a new Subscriber Number. In such case and if you choose to grant the Authorized Person access to all Services, h/she will be allowed to transfer money from your account to any other accounts he/she chooses based on his/her daily limit for Third Party transfer. The Authorized Person may modify these limits at any time.

Note

• The Services mentioned in this application are indicative only and do not constitute an exhaustive list of Services offered. Services that may be introduced in the future will be offered automatically to the Authorized Person.

3. ACCESS CODES

- Your Subscriber Number and your PIN will be posted to you.
- If you wish to collect them from any of Bank of Cyprus branches, please specify the

name and the branch number

DECLARATION

• We hereby declare that we have read, understood and accept the terms of conditions of Direct Banking as they appear on the website <u>www.bankofcyprus.com</u>. We also agree with the Declaration of the Personal Data Protection form as it appears on the same website which we have read and understood.

- We acknowledge that instructions accepted by the Bank from the Authorized Person are accepted solely at our own risk and the Bank is not liable for any actions taken in accordance with instructions given pursuant to the present application and/or Declaration and/or authorization.
- We confirm that the information given in this application is accurate, true and complete.

Notes

- 1. If the Customer/Applicant is a company, the person authorized by the Board of Directors should sign the application.
- 2. If the Customer/Applicant is a partnership all partners should sign the application.
- 3. If the Customer/Applicant is a Trade Name, the owner of the Trade Name should sign the application. If the owner of the Trade Name is a company, the application should be signed as 1 above.

.....

Signatures

Date

FOR INTERNAL USE ONLY/SIGNATURE VERIFICATION

 Applicant CIF :

 Branch Number:

 Date:

 Stamp and signature

MESSRS BANK OF CYPRUS PUBLIC COMPANY LTD

At a meeting of the director's of Ltd, at on the following resolution was passed:

- 1. The Company considered and noted the Terms and Conditions of the Direct Banking Service of the Bank of Cyprus Public Company Ltd.
- 2. The Company has resolved to register with the Direct Banking Service.
- 3. That Mr/Mrs be and is hereby authorized and appointed to sign on behalf of the Company the enclosed application form on which the access levels to the company accounts given to the following persons, are specified.
- 4. That the following persons are hereby authorized and appointed to receive the Subscriber Number and the pin and is hereby authorized to use the service in order to operate the accounts of the Company and/or utilize all available Services of Direct Banking and the Bank be and is hereby authorized to execute the instructions of the person specified in this paragraph. That this resolution does not affect any other resolution, instructions or mandates given or to be given to the Bank in relation to any account, loan or other facility present of future.

Authorized Person A	Identity Number/Passport Number
Authorized Person B	Identity Number/Passport Number
Authorized Person C	Identity Number/Passport Number

- 5. That this resolution does not affect any other resolution, instructions or mandates given or to be given to the Bank in relation to any account, loan or other facility present or future.
- 6. That this resolution be communicated to the Bank of Cyprus Public Company Ltd, and remain in force until an amending resolution shall be passed by the Board of Directors of the Company and a copy thereof certified by and any one of the Directors or the Secretary shall be communicated to the Bank.

It is certified that the above is a true copy of the resolution of the Company dated	which
appears in the minute book of the Company.	

1.		(Secretary)
2.		
3.		
4.		FOR INTENAL USE ONLY/SIGNATURE VERIFICATION
5.		Applicant CIF :
0.	(Directors)	Branch Number:
		Date:
		Stamp and signature

Direct Banking Terms and Conditions

1. DEFINITIONS:

In these Conditions, unless the context otherwise requires: -

"Account" means an account of a Customer with the Bank which the Bank has agreed may be accessed by that Customer by means of the Direct Banking Service (details of the Accounts that can be accessed by a Customer at any time can be obtained by the Customer on request from the Bank);

"Agent System" means the system, which enables Customers to access and utilise the Direct Banking Service with the assistance of an Agent;

"Agent" means a Bank employee who assists a Customer to access and utilise the Direct Banking Service;

"Approved Payee" means a public utility company or other natural or legal person company, which has been approved by the Bank as a company to which a Bill Payment can be made:

"Authorized Person" means any natural or legal person authorized by the Customer to access on his behalf the Direct Banking Service and includes any person that may from time to time be authorized by the Customer either as an additional authorized person or in substitution of an authorized person.

"Automatic Self-Service System" means the automated system, which enables the Customer to access and utilise the Direct Banking Service without the assistance of an Agent;

"Bank" means the Bank of Cyprus Public Company Limited, its successors assigns and all subsidiary and related companies..

"Bill Payment" means the payment of a utility bill or other bill by the transfer of funds by the Customer from an Account to the Account of an Approved Payee using the Direct Banking Service;

"Business Day" means a day on which the Bank is open for general banking business in Cyprus and a "Non-Business Day" shall be construed accordingly;

"**Conditions**" means these terms and conditions as amended, extended or replaced by the Bank from time to time and notified to the customer in accordance with paragraph 15 below;

"Customer" means a person or legal entity that is entitled to access and use the Direct Banking Service in accordance with paragraph 2 below and includes any authorized person as specified by the present Conditions while acting in his personal capacity;

"DIGIPASS" means the device granted to the Customer upon application which is activated with the use of special codes and enables the Customer to execute transactions above the maximum limits specified by the Bank from time to time in <u>www.bankofcyprus.com</u>.

"Direct Banking Service" means the system provided by the Bank from time to time to enable Customers to access and utilise services provided by the Bank using telephone, internet or other technology-based communications.

"Funds Transfer" means the transfer of funds to and from accounts maintained with the Bank or other banks in Cyprus or abroad using the Direct Banking Service whether these accounts are in the name of the Customer or in the name of an Approved Payee or third party;

"Operating Instructions" means the instructions issued from time to time by the Bank governing the use and operation of the Direct Banking Service;

"**PIN**" means the Personal Identification Number given to or created by a Customer in accordance with the Operating Instructions for use by that Customer with that Customer's Subscriber Number and includes the number given and/or created by a Customer for use with DIGIPASS.

"Registration Form" means the application form completed by a Customer applying to the Bank to avail of the Direct Banking Service;

"Services" means those services from time to time provided by the Bank which may be accessed and utilised through the Direct Banking Service so as:

- to receive information regarding his accounts
- effect fund transfers
- effect payments in favour of third parties Approved Payees
- make use of any other Services that the Bank may offer through Direct Banking from time to time

Full details regarding Services offered may be obtained from the Direct Banking Service or any branch of the Bank.

"Subscriber Number" means the number allocated by the Bank to a Customer for use by that Customer in conjunction with the PIN given to or created by that Customer;

" **Third Party**" means natural persons or legal entities in whose favor, transfer of funds is made by using the Direct Banking Service.

In these Conditions the singular shall include the plural and vice versa and reference to any gender shall include all genders.

2. USE OF SERVICE AND APPLICATION OF THESE CONDITIONS

2.1 The Direct Banking Service may be accessed and utilised by Customers who:

- have completed and submitted to the Bank a Registration Form;
- have received from the Bank a Subscriber Number (this indicates the Bank's acceptance of the Customer's Registration Form); and
- have been given and/or created a PIN in accordance with the Operating Procedures.

The Bank may in its absolute discretion without assigning any reason refuse to accept a Registration Form.

2.2 These Conditions govern the use of the Direct Banking Service and the Customer shall be bound by them. 2.3 The Customer undertakes to comply strictly with these Conditions and the Operating Instructions (which are designed to minimise the risk of unauthorised use of the Direct Banking Service) and to indemnify the Bank in respect of any loss or damages which may arise as a consequence of the Customer's non-compliance with these Conditions and the Operating Instructions. The Bank shall not in any circumstances be liable to the Customer for any direct or indirect loss or any loss of data or loss of profit suffered or incurred by the Customer.

3. SECURITY CONDITIONS

3.1 The Customer agrees:

- to keep the Subscriber Number, PIN and DIGIPASS (where applicable) safe;
- to destroy any advice concerning the the Subscriber Number immediately on receipt;
- not disclose the Subscriber Number or the PIN to any other person;
- to avoid using a PIN that may be easily determined such as birth dates, telephone numbers etc.
- not to note the PIN on anything carried or associated with the Subscriber Number or on DIGIPASS or in any form which is comprehensible or otherwise accessible to a third party.
- not to do or omit to do anything else that might allow the improper or unauthorized access to or utilisation of the Direct Banking Service;
- to be responsible for disconnecting and clearing any information from any telephone, personal computer or other equipment used to access the Direct Banking Service before leaving such telephone, personal computer or equipment unattended.

3.2 The Customer shall immediately notify the Direct Banking Service at Kerynias Avenue 97, 2nd Floor,

1599 Nicosia, Cyprus, telephone: 800-00-800, or if calling from outside Cyprus: 00357-22848000 if:

- the Subscriber Number or the PIN is revealed to-another person;
- unauthorised or irregular transactions are recorded on an Account;or
- the Subscriber Number or the PIN or any note or other form bearing the Direct Banking Number or the PIN is lost, mislaid, stolen or copied

DIGIPASS or the DIGIPASS PIN has been lost, misplaced or stolen;

The Customer agrees to carefully check all transactions and statements of his Accounts and immediately notify the Bank in case of discrepancies.

Until the Bank is notified the Customer will be liable for all unauthorized or improper transactions but his liability is limited to the total amount of one hundred Cyprus Pounds (CP100) or such other amount as may be fixed by Law. The Customer will be liable to the Bank for any transaction carried out by any other person who acquired possession of the the Subscriber Number and/or the PIN and/or was in possession of DIGIPASS and/or the DIGIPASS PIN and was acting under the express or implied authority of the Customer. The Customer will also be liable for all transactions without any limit as to the amount, if the Customer acted fraudulently or with gross negligence. Gross negligence shall be presumed where the Cardholder acted in breach of the security conditions of paragraphs 3(1) and 3(2).

3.3 If the Customer has made a notification to the Bank in accordance with paragraph 3.2 then neither the Subscriber Number nor the PIN may be used to access or utilise the Direct Banking Service and if the Customer wishes to continue to avail of the Direct Banking Service the Customer must apply to the Bank for the issue of a new Subscriber Number and PIN and/or create the PIN in accordance with the Operating Instructions.
3.4 The Bank may, but shall not be obliged to, record or monitor telephone conversations for security and

training purposes and to maintain quality service standards.

3.5. Direct Banking Service records, including the recording and transcripts made according to paragraph 3.4 may be used in evidence in any dispute and shall be conclusive thereof. The Customer agrees not to contest the admission of such records as evidence in any legal proceedings based on the fact that they are not original or that they are in a form other than writing or are the product of a computer.

4. AUTHORITY TO BANK

4.1 The Customer authorises and instructs the Bank to act on all instructions and requests that are received through the Direct Banking Service provided the instructions and requests are authenticated by the relevant Subscriber Number and PIN. Although the Bank may from time to time require other additional means of personal identification it shall not be obliged to do so and it may act on such instructions and requests without taking any further steps to ensure that the instructions or requests are genuine.

4.2 An Agent may decline to act on any instruction or request for information received through the Direct Banking Service when providing assistance to a Customer to access and/or use the Direct Banking Service if the Agent believes that the Direct Banking Service is being accessed and/or used in an irregular or unauthorised manner but the Bank shall not be liable for any failure on the part of an Agent to do so. Instructions or requests received through the Automatic Self Service System will normally be processed automatically. However, if during such processing the Bank believes that the instruction or request is irregular or unauthorised or exceeds specified values or determined limits it may terminate or decline to process the request. The limits and/ or values are as shown in the Registration Form and the Bank's web page.

4.3 The Bank is not obliged to cancel or amend any instruction or request that is received through to Direct Banking Service. The Bank shall use reasonable efforts to act on a request of the Customer for cancellation or amendment prior to execution of the request or instruction but shall have no liability if it does not do so.

4.4 The Bank may decline to act on any instruction or request until it has been confirmed in writing and signed by the Customer.

5. OBLIGATIONS OF CUSTOMER

5.1 The Customer shall provide and maintain at the Customer's own expense any telephone, personal computer or other equipment needed to access the Direct Banking Service and shall ensure that such equipment satisfies all technical and other requirements specified by the Bank in the Operating Instructions.

5.2 The Customer shall ensure that all instructions given by the Customer to the Bank through the Direct Banking Service are accurate and complete. The Customer cannot cancel or change instructions once given and instructions once given shall be final and binding on the Customer.

5.3 The Customer will pay all fees and charges from time to time payable for accessing and utilising the Direct Banking Service in accordance with the Bank's standard fees and charges from time to time applicable.5.4 The customer shall immediately notify the Bank of any change of address.

6. NORMAL CONDITIONS CONTINUE TO APPLY

6.1 The Direct Banking Service is a method of accessing and utilising services provided by the Bank. Accordingly, save to the extent that these conditions provide otherwise, all mandates relating to the Accounts and all terms and conditions applicable to the Accounts remain in full force and effect. In particular; -

- the Customer may not use the Direct Banking Service to withdraw funds from an Account without giving the period of notice required by the terms applicable to the Account. Accordingly, any instruction for a Funds Transfer, Bill Payment or other transaction involving a withdrawal from an Account received through the Direct Banking Service will require the Customer to give the notice of withdrawal required for the Account in order to enable the Bank to complete the instructions. Failure to do so may result in a delay in the execution of the instruction or, at the Bank's discretion, a charge payable by the Customer to the Bank according to the Bank's practice from time to time.
- the Customer may not use the Direct Banking Service to create any indebtedness to the Bank or cause any
 overdraft or other limit to be exceeded unless the Bank has previously agreed that indebtedness or limit.
 Accordingly, any instruction for a Funds Transfer, Bill Payment or other transaction involving a withdrawal
 from an Account received through the Direct Banking Service will require the Customer to have sufficient
 cleared funds in the Account or a sufficient overdraft or other limit available on the Account in order to
 enable the Bank to complete the instruction.
- The Customer acknowledges that transfer of funds in favor of third parties are made under the express
 condition that such these will be accepted by the third party. If such third party declines the transaction, the
 transfer will be reversed under advice to the Customer.

7. PROCESSING OF TRANSACTIONS

7.1 It is the Bank's intention that instructions and requests received through the Direct Banking Service will be processed as quickly as practicable. In accordance with that policy it is the Bank's intention that (subject to any suspension of Services pursuant to paragraph 8.1) the following timescales will apply to the processing of transactions:

- Instructions received before 13.30 p.m. on any Business Day will be processed the same day;
- Instructions received after 13.30 p.m. will be processed on the next Business Day;
- Funds Transfers may reach the transferee's account on the day of instruction or on the next business Day;
- Bill Payments will take at least 2 Business Days to reach the Approved Payee's account;
- A failure to meet these timescales will not however result in the Bank incurring any liability to the Customer.

7.2 An Agent may terminate a telephone call made by a Customer if the Customer becomes abusive or engages the Agent in vexatious or frivolous requests.

8. AVAILABILITY OF SERVICES

8.1 Although it is the Bank's intention that the Automatic Self Service System will be available to Customers 24 hours a day, there will be occasions when due to technical, security, maintenance, industrial action, administrative or other reasons (whether within the control of the Bank or not) some or all of the Services normally available through the Direct Banking Service will not be available. Accordingly the Bank may from time to time, without incurring any liability to the Customer, temporarily suspend any or all of the Services for such periods, as the Bank shall determine.

8.2 Subject to paragraphs 8.3 and 15 hereinafter, the Bank shall, on giving 30 days notice to Customer, be entitled to terminate permanently the Direct Banking Service.

8.3 The Bank may from time to time and subject to the provision of paragraph 15 hereinafter and upon giving to the Customer 30 days notice, add to, withdraw, suspend, amend or otherwise alter all or any of the Services, which may be accessed and utilised through the Direct Banking Service. Details of the Services available from time to time will be given in the Operating Instructions. The Bank may amend, supplement or replace the Operating Instructions from time to time.

9. FEES AND CHARGES

The Bank shall be entitled to charge fees and charges to Customers accessing and utilising the Direct Banking Service and from time to time to alter such fees and charges. Full details of all fees and charges from time to time payable by Customers for accessing and utilising the Direct Banking Service appear on the Website of the Bank.. The Bank has the right to vary such fees and charges, the circumstances in which they apply and the procedure for debiting the same to the Account and/or introduce any other fees and charges in relation to this agreement. Any such variation and/or imposition will be binding on the Customer who will be informed at least 30 days before such variation and/or imposition takes effect. Upon receipt of the notice the cardholder has a right to terminate the agreement in accordance with paragraph 15.

10. ACCOUNT BALANCE INFORMATION

10.1 While the Bank of Cyprus Group currently operates an on-line system, which enables immediate updates to Accounts, the time necessary to complete the processing of instructions and requests may vary depending on whether they can be immediately processed and on the nature of the instruction or request. Accordingly the Customer acknowledges that account balance information given through the Direct Banking Service is as up-to-date as the Bank's systems permit at the time of the Customer's enquiry but it may not reflect transactions that are in hand, but which still have to be processed or verified. The Bank will not be liable for any loss suffered by reason of any Account balance information not being accurate or up-to-date.

10.2 Any loan account balance provided through the Direct Banking Service may not represent the total amount required to settle that loan account.

11. DEATH OF A CUSTOMER

Notwithstanding the death or incapacity of a Customer the Bank shall be entitled to provide all information requested and execute all instructions given through the Direct Banking Service with the use of that Customer's Subscriber Number and PIN until the Bank has received notice of such death or incapacity.

12.JOINT ACCOUNTS

12.1 Where an account is held with the Bank by two or more persons (a "Joint Account") and the mandate for that Joint Account allows the bank to act on instructions given by any one of the account holders then it may be accessed through the Direct Banking Service if all the account holders so consent.

12.2 If the Bank has notice of a dispute between the holders of a Joint Account, the Bank may cease to permit withdrawals from that Joint Account and, subject to the Bank's discretion, dealings may not be permitted on that Joint Account until the Bank receives a new written mandate from all the account holders.

13. TERMINATION

13.1 The Bank reserves the right to terminate the entitlement of any Customer to access and utilise the Direct Banking Service by writing by post, fax or e-mail or telephoning or sending a communication by any other means (electronic or otherwise) to the Customer:

• at any time subject to giving at least 30 Days notice to the Customer;

 forthwith on the breach, non-performance or non-observance by the Customer of any of these Conditions or the Operating Instructions or any other agreement with the Bank; and

• forthwith on the bankruptcy or other contractual incapacity of the Customer.

13.2 The Customer may terminate the use of the Direct Banking Service at any time by notice in writing or a telephone call to Direct Banking at the number or address specified in paragraph 3.2.

14. DISCLOSURE OF INFORMATION

14.1 Subject to paragraph 14.2, information concerning the Customer will not be disclosed by the Bank except with the express or implied consent of the Customer or where otherwise required or permitted by law.

14.2 Information provided by the Customer on the Registration Form will be held by the Bank and, unless the Customer has indicated to the contrary on the Declaration regarding Personal data and/or on the Registration Form, may be used to market to the Customer products and services available from the Bank, or any other entity in the Bank of Cyprus Group and, unless the Customer has indicated to the contrary on the Registration Form, the Customer consents to such use for the purposes of any legislation which may be enacted concerning the protection of Data (as the same may be amended or superseded from time to time) and otherwise.

15. VARIATIONS OF THESE CONDITIONS

The Bank reserves the right at any time to supplement or change these Conditions to reflect changes in market conditions, good banking practice, the products offered, the Bank's policy and system capabilities, relevant laws or for any other reason as may be communicated to Customer at the time of notification of the change. If the change is to the advantage of the, Customer it will take immediate effect and the Customer will be notified within 30 days. If the change is neither to the Customer's advantage or disadvantage, the Bank will give at least thirty days notice, before making the change. If the change is to the Customer's disadvantage the Bank will give at least thirty days notice before making the change. The Customer will thereafter have the right to terminate this agreement within a further period of sixty days subject always to clause 13 of these terms, without having to pay any extra charges.

16. RESOLUTION OF DISPUTES

Failure by the Bank to deliver the standard of service expected by the Customer, or if in the Customer's opinion the Bank has made a mistake, the Customer must immediately refer the matter to the Direct Banking Service for clarifications and correcting any mistake if necessary. However if the Customer is dissatisfied he must ask to be informed of the Bank's internal complaints procedure. If however the dispute is not resolved the Customer can refer the matter to the appropriate committee of the Central Bank of Cyprus.

17. GOVERNING LAW

These Conditions shall be governed by and construed in accordance with the laws of Cyprus and the Customer submits to the jurisdiction of the courts of Cyprus.

*Please note: Should you wish to have a copy of these terms and conditions in larger print they will be made available on request.

November 2005

Company's Name:

The Manager

Bank of Cyprus Public Company Ltd Ltd

IBU Nicosia

Date:

Dear Sirs,

DELIVERY INSTRUCTIONS

I hereby authorize you upon receipt of my card/pin number or subscriber number for Direct Banking to deliver it by Courier at my own risk and cost (the charges for this service will be equivalent to CYP 20) to the following:

Name:

Address:

Contact Tel (preferably mobile number):

Please specify a physical address and no post box address

I accept that the above address will be considered as future mailing for the cards and direct banking code, unless you inform us a new address.

Yours truly,

Authority and indemnity in respect of telephone, and fax instructions

Date . . / .. / ..

To Bank of Cyprus Public Company Ltd International Business Unit Nicosia

For internal use only
CIF:
<u>Sub.No:</u>

Dear Sirs,

1 The Mandate

[I (*or*) We] refer to the mandate between the Bank and [me (*or*) us] governing the operation of [my (*or*) our] account[s] and credit or other facilities or banking arrangements with the Bank ('the Mandate').

2 Authority

Notwithstanding the terms of the Mandate or of any future mandate or other agreement or course of dealing between the Bank and [me (or) us], the Bank is requested and authorised, but is not obliged, to rely upon and act in accordance with any notice, demand or other communication which may from time to time be, or purport to be, given by telephone, or fax by [me (or) us] or on [my (or) our] behalf by any one of the persons named in the resolution enclosed in accordance with paragraph 6 herein below and without inquiry on the Bank's part as to the authority or identity of the person making or purporting to make such notice, demand or other communication and regardless of the circumstances prevailing at the time of such notice, demand or other communication. The Bank shall be entitled to treat such notice, demand or other communication as fully authorised by, and binding upon, [me (or) us], and the Bank shall be entitled (but not bound) to take such steps in connection with, or in reliance upon, such communication as the Bank may in good faith consider appropriate, whether such communication includes instructions to pay money or otherwise to debit or credit any account, or relates to the disposition of any money, securities or documents, or purports to bind [me (or) us] to any agreement or other arrangement with the Bank or with any other person or to commit [me (or) us] to any other type of transaction whatsoever, regardless of the nature of the transaction or arrangement or the amount of money involved and notwithstanding any error or misunderstanding or lack of clarity in the terms of such notice, demand or other communication.

3 Procedure

All instructions given by [me *(or)* us] must be in accordance with the procedure described in Schedule A or such other procedure as may be communicated to [me *(or)* us] from time to time by the Bank.

4 Indemnity against losses etc

In consideration of the Bank complying in whole or in part with the terms of this letter, **[I** (*or*) we] shall indemnify the Bank and keep the Bank indemnified against all losses, claims, actions, proceedings, demands, damages, costs and expenses incurred or sustained by the Bank of whatever nature and howsoever arising out of, or in connection with such notices, demands or other communications, provided only that the Bank acts in good faith. **[I** (*or*) We] further declare that the present authorization is given under [my (*or*) our] full responsibility, at [my (*or*) our] own risk, and with full knowledge of the consequences that may ensue and **[I** (*or*) We] agree not to make any claim against you be reason of or on account of your having so acted or of your having acted wrongly or mistakenly or of your failing to act wholly or in part in accordance with our instructions.

[I (or) We] furthermore declare that you will have no responsibility whatsoever in respect of any acts executed by you in accordance with instructions received by you in the manner aforesaid and which prove to be unauthorized.

[I *(or)* We] also declare and agree that if above instructions are subsequently confirmed in writing and delivered to the Bank either by mail or by hand, such confirmation must clearly be marked "Original sent by fax/telex. Please avoid duplication." Failure on [my *(or)* our] part to do so releases the Bank from any liability whatsoever for acting twice on the same instructions.

[I (*or*) We] agree that Then Bank may debit any account in [my (*or*) our] name(s) with any sums payable by [me (*or*) us] as a result of such instructions.

5 Notice of termination

The terms of this letter shall remain in full force and effect unless and until the Bank receives, and has a reasonable time to act upon, notice of termination from [me *(or)* us] in writing [signed by a duly authorised officer], save that such termination shall not release [me *(or)* us] from any liability under this authority and indemnity in respect of any act performed by the Bank in accordance

6 Enclosures

We enclose a duly certified copy of a resolution of our Board passed on *(date)* authorising any one of

(name of authorised persons) to act on our behalf in the giving of instructions to you and the conclusion of agreements with you by telephone, or fax.

Yours faithfully,

(Full name)

SCHEDULE A

In order for the Bank to ensure the genuineness of the instructions transmitted to the Bank via a facsimile (fax) machine please note the following:

- A. All instructions that are transmitted to the Bank via a facsimile (fax) machine should bear a unique Test Code,
- B. The Test Code should be produced by the Digipass PRO 550 Device that the Bank will provide to [me (or) us] following the "Instructions for use" that will accompany the device,
- C. The use of the device should be according to the Terms and Conditions of the Direct Banking Services,
- D. The Bank will not be held responsible for not executing any instructions sent by Fax that will either not bear a Test Code or where the Code is not correct.

Date ../ ../ ..

To Bank of Cyprus Ltd., International Business Unit, Nicosia

RE : Digipass

I / We hereby request you to deliver the Digipass Device as follows:

To Mr / Mrs / Messrs

To your Representative Office in for onward delivery to us,

.

By Courrier service to the following address,

The present authorization is given under my / our full responsibility, at my / our own risk, and with full knowledge of any consequences that may ensue.

Name

		Application for DIGIPASS		
GENERAL INFO	RMATION			
Customer's Name		Deleted:		
Subscriber Number				
Company Name (if applicable) DIGIPASS DEVI	CES			
There are two types of de	evices. Please c	hoose the device suitable to your needs.		
1. Digipass 0550	YES /NO	This device can be used to access the Direct Banking Service and effect transfers between accounts which you are authorized to access, transfers in favor of Third Parties in Cyprus and abroad and fax instructions. You use a PIN in order to activate this device The cost of the device is CYP25		
I/We wish to use Digipas		s (sign On) YES INO Transfers YES NO to tructions for all accounts (to branch only): YES NO		
2. Digipass Go 3	YES	This device can be used to effect transfers between accounts which you are authorized to access through the Direct Banking Service and transfers in favor of Third Parties in Cyprus and abroad. You do not use any PIN in order to activate this device. The cost of the device is CYP5		
<u>Delivery of the device</u> Your Digipass device will	be posted to yo	u. If you wish to collect it from any Bank of Cyprus branch please specify the		
name or the number of the	branch			

Bank of Cyprus Group

LIMITS

DIRECT

BANKING.

Note: The above limits apply to all the accounts accessed by the Customer at present through the Direct Banking Service and to all accounts accessed by the Customer in the future. They do not apply for fax instructions.

Type of Transfer	Maximum Limits (default) per day		Lim	its set by Customer (per day)
Between Own	0550	Go3	£	and amount in words:
Accounts and	£	£		
Accounts which you	40.000,00	20.000,00	"	22
are authorised to				
access				
Transfers in favour of	£ 10.000,00	£	£	and amount in words:
Third Parties		5.000,00		
(to accounts in Cyprus			"	22
only)				
Payment Orders	£	£	£	and amount in words:
(to accounts abroad	Unlimited	Unlimited		
only)			"	"

OTHER INFORMATION

I/We authorize Bank of Cyprus to debit my/our account no. with the relevant amount to cover the cost for the Digipass device.

I/We undertake to comply strictly with the Direct Banking Terms and Conditions as they appear in the Bank of Cyprus website <u>www.bankofcyprus.com</u>

1	
2	
3	
4	/ / Date
	Date

For internal use:
CIF:
Branch:

Signature/Stamp:..... Date:...../...../.....

(For company accounts, all Directors must sign the application)

Indemnity Resolution

To: Bank of Cyprus Public Company Ltd International Business Unit Nicosia

For internal us	se:
-----------------	-----

CIF:.....

Sub. No:....

Date

Company Address

At a meeting of the directors of the Company duly convened and held at on the following resolutions were duly passed:

- That notwithstanding the terms of the existing Mandates for the operation of the above accounts or of any future mandate or other agreement or course of dealing between the Bank and '**the Company'**, the Bank is requested and authorised to rely upon and act in accordance with any notice, demand or other communication which may from time to time be, or purport to be, given by telephone, or fax by on our behalf by any one of the following person(s): (name)
- 2. That be and is hereby authorised to sign on behalf of '**the Company'** the attached ''Authority and indemnity in respect of telephone, and fax instructions'' which was laid before the meeting and is hereby approved.

Directors:

(Secretary)