

* Please refer back page for the definitions of relevant Parties

Are you a Foreign Person ? <input type="checkbox"/> Yes. I/We am/are citizen/s of and my /our Passport No./s is/are <input type="checkbox"/> No. I/We am/are not and I/we agree to inform the Bank if I/We become a citizen/s of a foreign country in future.	
Are you a Politically Exposed Person (PEP) ? <input type="checkbox"/> Yes <input type="checkbox"/> No	Are you a "US Person" under the provisions of the Foreign Account Tax Compliance Act ? ("FATCA") <input type="checkbox"/> Yes <input type="checkbox"/> No
• Please refer end of this page for the definition of "PEP" and "Foreign Person"	
"Declaration of US Person" (Please "✓" as appropriate)	
<input type="checkbox"/> 1. a) I/We the Trustee/s of (Trust) fall under the definition of "US Persons" under the provisions of the Foreign Account Tax Compliance Act (FATCA) which is US legislation aimed at preventing Tax evasion by "US Citizens" and residents through overseas assets. b) I/We the said Trustee/s hereby confirm that I/We understand that FATCA is extra territorial by design and requires "US Persons" to report their financial assets held overseas. c) As such, I/We the said Trustee/s hereby request People's Bank who is recognizes as a Foreign Financial Institution (FFI) in terms of FATCA to report all information pertaining to the accounts and investments made by me/us in the FFI to the Internal Revenue Service (IRS) of the United States of America. d) I/We the said Trustee/s further confirm that this concurrence is granted by me/us in terms of the provisions of section 77 of the Banking Act. No.30 of 1988 of Sri Lanka and with full knowledgeable and understanding of the said provisions. <input type="checkbox"/> 2. I/We the said Trustee/s do not fall under the definition of "US Persons" under FATCA and hereby agree to inform the bank if become "US Person" in the future.	
Terms and Conditions for Current Accounts	
1. The initial deposit required for the opening of a Current Account varies with each branch. Should inquire from the branch with which you intend to open an account for the initial deposit requirement. 2. (a) Hours of business will be as declared by the respective Branches. (b) Interest will not be paid on the balances of the Current Accounts 3. Charges for the cheque books will be debited to the Current Account. Further, the Bank reserves the right to refuse to pay drawings in any other form other than by a cheque. In the use of cheques, customers are requested to pay careful attention to the following. (a) No unauthorized person shall be allowed access to Cheque Books. The Bank will not be held responsible in the event of a cheque being paid on forged signature/signatures through the negligence of the customer in handling the Cheque Book/s issued to the customer or otherwise. (b) In signing cheques, the signature placed thereto should be identical with the specimen signature appearing in the specimen signature card kept with the Bank. (c) In issuing a cheque, the amount for which it is drawn should be clearly written both in words and figures using same language, and should not leave any space facilitating any addition of figures or words. (d) Should it become necessary to make any alterations to a cheque, such alterations should be authorized with the full signature of the Drawer/Drawers. (e) The Bank may decline to pay any cheque presented for payment which bears a date that is 06 months or more previous to the date of presentation. (f) The Branch should be notified forthwith in the event of a loss of a cheque leaf or the Cheque Book issued to a customer. 4. Customers are also requested to pay careful attention to the following (a) Should ensure that the counterfoils or the receipts issued for each deposit made to one's account has been signed by an Authorized Officer of the Bank. However this is not necessary for the computer printed receipts. (b) Bank is not bound to pay cheques against unrealized effects.	5. Customers in making withdrawals from their accounts should pay careful attention to the following. (a) Customers should not exceed the available balance, unless prior arrangements have been made with the Bank. (b) A Customer should take into account all the cheques that have been issued but have not been presented to the bank for payment, in determining the balance available for the issuance of further cheques. (c) The Bank reserves the right to refuse payment for cheques issued in contravention of these rules and to any other rules prescribed by the Bank from time to time. 6. The Bank reserve the right to reverse credit entries related to unrealized cheques/credits of the account, when the bank comes to know that the relevant cheque deposits/credits have not been realized / erroneously credited. 7. The Bank will furnish to each current account holder a Statement of Account. The Statement should be carefully checked on receipt and any error or discrepancy brought to the notice of the Bank within 14 days on receipt of the statement. 8. The Bank does not recognize trusts 9. The Bank will charge commissions, fees and charges as and when necessary. Commission will also be charged on every cheque being dishonored due to insufficient balance in account and also on cheque payments which are stopped by the account holder by a written request. The Bank will record written instructions received from a Drawer to stop payment of a cheque. However in a situation other than the above, Bank shall not undertake any responsibility in case such instructions are not carried out. 10. The relevant branch should be immediately informed in the event of any change in your address / E-mail Address. 11. Customer should agree to comply with and to be bound by the exchange control regulations and rules of the Bank governing the conduct of foreign currency account. 12. If a savings account does not remain active for 01 year, it will be transferred into a dormant account at the end of the year. If there is no evidence that such accounts have been active for a period of 10 years after being switched to dormant category, the account will be reported to the Central Bank of Sri Lanka as abandoned property.
Terms and Conditions for Savings Accounts	
1. The operating instructions of the account given above are considered as valid until the relevant Branch receives a notice of change in the instructions. 2. In case of the postal/email address changes, the relevant branch should be informed immediately. 3. Anything other than cash will not usually be collected to the savings account. 4. If the savings account passbook is lost, the bank should be informed in writing immediately. When a passbook is lost or distorted, the Bank will issue a new passbook to the account holder when satisfactory reasons are presented. It should be agreed to pay the fee determined by the Bank in a timely manner for the new passbook so issued. 5. The Bank has the sole discretion to decide the minimum balance to be maintained with a Savings account. At instances where the minimum monthly balance of the account is less than the balance decided by the Bank from time to time as the "minimum balance" the Bank has the right to charge a monthly commission decided by the Bank from time to time. If the balance is exhausted due to charging the commission, the Bank has the right to close the account after informing the customer.	6. Customer should agree to make the payment for the fees & charges, charged by the bank, when necessary. 7. The Bank will issue a savings passbook/E-statement to the account opened by the account holder. If a passbook is issued, the account holder should check the printed records in the passbook before leaving the Bank and be satisfied that it is correct. 8. The Bank will release the money to account holder by accepting as the account holder who present the passbook for payment confirming his/her signature & identity. 9. If a savings account does not remain active for 2 years, it will be transferred into a dormant account at the end of two years. If there is no evidence that such accounts have been active for a period of 10 years after being switched to dormant category, the account will be reported to the Central Bank of Sri Lanka as abandoned property.
Indemnification	
I/We the trustee/s of the Trust jointly and severally hereby further undertake to hold the People's Bank indemnified and saved harmless from and against all losses, damages, interests, costs, charges expenses and any detriment of whatsoever kind or nature consequent on or attributable to the People's Bank opening the said account and I/We do hereby further confirm that the details given above are true and accurate and read and understand the terms and conditions regarding the maintenance of this account and agree to comply and be bound by them.	
..... Signature/Signature(s) of trustee/s (All the trustees named in the instrument of trust should sign)	
Related Parties	
Creator of a Trust / Settlor Anyone who has the ability to create an account can create a trust. Herein, a person who is capable of entering into an agreement is a person who has attained full age or who has attained the status of full age in another mean in accordance with the law he or she is acquiescent to, and is in proper sense and a person who has not become incapacitated to enter into agreements by law. Trustee Every person capable of holding property for the benefit of another person can become a Trustee. A Trustee can be appointed by the Creator of a Trust (Settlor) or by the Judiciary in the event of powers of the trust instrument have been delegated to the judiciary.	Beneficiary Persons who have a salutary relationship pertaining to a property but do not have a legal ownership or entitlement to it are Beneficiaries. Any person who can be in possession of property can become a beneficiary. Protector A Protector is a person who holds powers under a trust but who is not a trustee. A protector is a person who is independent of the trustees. The protector's role is usually to monitor, oversee or control the administration of the trust by the trustees.
Definition of Foreign Person : <ul style="list-style-type: none"> • A citizen of foreign country including an individual born in a foreign country but resident in another country who has not renounced the citizenship of the country in which he is born • A lawful resident of a foreign country • A person residing in a foreign country • A person who spends a certain number of days in a foreign country depending on visa period • Corporations, Estates and Trusts of a foreign country • Any entity that has a linkage or ownership to a foreign country or to its territories • Local entities that have at least one foreign citizen as a "Substantial Beneficial Owner" 	Definition of "PEP" : An individual who is entrusted with prominent public function either domestically or by foreign country, or in an international organization and includes; <ul style="list-style-type: none"> • A Head of State or a Government • A Politician • A Senior Government Officer, Judicial Officer or Military Officer • A Senior Executive of a State owned Corporation/Government or Autonomous Body • Family members and close associates of the above stated PEPs.
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