Form No. 244 E

PEOPLE'S BANK
Pride of the Nation

ACCOUNT OPENING APPLICATION EXECUTORS AND ADMINISTRATOR ACCOUNTS

For Office Use Only			
Account No.			
CIF No.			
Data Entered By Name & Service No.	Officer's Signature & Service No.	Manager's Signature & Service No.	AML system checked by

Date

Manager, People's Bank, ... Branch
Please open a Savings Account/Curent Account as per details given below subject to the Rules and Regulations of the Bank.

Type of Account	☐ Currenct A/C ☐ Savings A/C	**Currency Type**	☐ LKR ☐ FCY .... (Pls. specify the currency)	Product Name .... (If any)

DETAILS OF EXECUTORS / ADMINISTRATIONS

1. Name with Initials (Mr./Mrs./Miss.)		
2. Name Denoted by Initials	3. Other Names (If any)	
4. Date of Birth	5. NIC No.	6. Naionality/ Citizenship
7. Permanent Address		
8. Occupation/Profession	9. Name & Address of the Employer	
10. Tele. No. Residential/Official	Mobile/Foreign	Email Address

Mode of Statement	☐ By Post ☐ By E-mail	Required on	☐ Daily ☐ Weekly ☐ Monthly
Tax Payable	☐ Yes ☐ No	If Yes, Tax Payer Identification No.	

DETAILS OF TESTAMENTARY CASE

Case No.		Court	
Full Name of the deceased			

OPERATING INSTRUCTIONS

Withdrawals in this account will be made by ....

....

(*Please indicate operating instructions mentioning the names) Eg. By me A.B. Perera

....
Signature / Signatures

KNOW YOUR CUSTOMER (KYC) (PLEASE " ✓ " AS APPROPRIATE)

1. Nature and purpose of Business

☐ Executors Accounts ☐ Administrators Accounts

2. Anticipated Volumes : Expected / Usual average volumes of deposits into the account in Rupees per month

☐ Less than 500,000/- ☐ 500,001/- to 1,000,000/- ☐ 1000,001/- to 2,000,000/- ☐ Over 2000,001/-

3. Assets owned by the Business

☐ Property / Premises ☐ Motor Vehicle ☐ Financial Assets ☐ Investments ☐ Others .... (Pls. specify)

4. Source of Assets - Assets Acquired from ?

☐ Business Income ☐ Bank Facilities ☐ Investments ☐ Donation (Local/Foreign) ☐ Others .... (Pls. specify)

5. Nature of the Transaction

☐ Cash ☐ Wire Transfer
☐ Cheques ☐ Others .... (Pls. specify)

Note : When there are more than one Executon / Administrator, use another application form. Mention the operating instructions in all applications.

Are you a Foreign Person ?

☐ **Yes. I/We am/are citizen/s of .... and my /our Passport No./s is/are ....**

☐ **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)? ☐ Yes ☐ No

Are you a "US Person" under the provisions of the Foreign Account Tax Compliance Act. ("FATCA") ☐ Yes ☐ No

■ Please refer end of this page for the definition of "PEP" and "Foreign Person"

DETAILS OF THE PERSON WHO INTRODUCE THE ACCOUNT

■ Copies of the order issued by the court authorizing the Administrators or Executors to open the account should be attached .

"DECLARATION OF US PERSON" (Please " ✓ "as appropriate)

☐ 1. a) I the Trustee 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 the said Trustee hereby confirm that I understand that FATCA is extra territorial by design and requires "US Persons" to report their financial assets held overseas.
c) As such, I the said Trustee 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 in the FFI to the Internal Revenue Service (IRS) of the United States of America.
d) I the said Trustee further confirm that this concurrence is granted by me 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.

☐ 2. I the said Trustee 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 & CONDITIONS FOR SAVINGS ACCOUNTS

1. Anything other than cash will not usually be collected to the savings account.
2. If the savings account passbook is lost, the bank should be informed in writing immediately.
3. In case of the address changes, the relevant branch should be informed immediately.
4. The customer shall agree to pay any fees and charges levied by the Bank, as disclosed in advance and in accordance with the applicable regulatory requirements.
5. The Bank has the sole discretion to decide the minimum balance to be maintained with a Savings account at instances where the monthly average 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 of Rs.25/- or an amount decided by the Bank from time to time.
6. Customer should agree to comply with and to be bound by the Exchange Control Regulations & Rules of the Bank governing the conduct of Foreign Currency account.
7. The Bank reserves the right to alter, amend, or add to these Terms and Conditions, provided that any such change shall be duly notified to customers in advance through appropriate communication channels. Such amendments shall take effect from the date specified in the notice, and continued use of the Bank's services thereafter shall constitute acceptance of the revised terms.
8. Savings accounts that remain without any debit transaction for a period of two years get transferred to the dormant category at the end of two years.

TERMS & CONDITIONS FOR CURRENT ACCOUNTS

01. (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.

02. 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 Books 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 thereafter.
(d) Should it become necessary to make any alterations to a cheque, such alterations should be authorized with the full signature of the Drawer.
(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.

03. 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 toone'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.

04. 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.

05. The Bank reserves the right to reverse credit entries related to unrealized cheques, when the Bank comes to know that the relevant cheques deposited have not realized.

06. The Bank will furnish to each current account holder a monthly 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.

07. TRUSTS will not be accepted by the Bank.

08. 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.

09. The Bank reserves the right to alter, amend, or add to these Terms and Conditions, provided that any such change shall be duly notified to customers in advance through appropriate communication channels. Such amendments shall take effect from the date specified in the notice, and continued use of the Bank's services thereafter shall constitute acceptance of the revised terms.

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. Current Accounts that remain without any debit transaction for a period of one year get transferred to the dormant category at the end of that year.

13. The customer shall agree to pay any fees and charges levied by the Bank, as disclosed in advance and in accordance with the applicable regulatory requirements.

SPECIAL CONDITIONS

■ In accordance with the orders issued by the court from time in respect of the case numbered above, only funds authorized to deposit or withdraw money can be deposited regarding this account. The bank is not obligated to allow deposits and repayments made outside the said court order.

■ **The purpose of opening the account should be administering the above numbered testimonial case.**

I/We hereby provide my/our explicit consent to the Bank to collect, use, store, disclose and otherwise process my/our personal data lawfully, in accordance with the Personal Data Protection Act No.09 of 2022 and the Bank's privacy notice. I/We acknowledge that I/We am/are aware of my/our rights under the Act.

I/ We confirm hereby that the details given above are true and correct and read understand the terms and conditions regarding the maintenance of this account and agree to comply and be bound by them.

....	....
Date	Signatures

Definition of Foreign Person :

- 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;

- A Head of State or a Government
- A Politicians
- 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.