

Account Opening Form

Limited Company

FOR OFFICE USE:

Scheme Code

Documentation required for account opening:

Identity of Business: <input type="checkbox"/> Certificate of Incorporation <input type="checkbox"/> Memorandum and Articles of Association <input type="checkbox"/> List of all Directors <input type="checkbox"/> Shareholding of Company		<input type="checkbox"/> Board resolution (as per format provided signed by authorised signatories) <input type="checkbox"/> Declaration (confirmation that no general charge against the company's assets has been lodged)		N.B. Please note this information is also required for all shareholders of 10% and above Financial Requirements: <input type="checkbox"/> Company Financial provided from Companies House / Latest Audited Report or Financial Statements (if they cannot be provided from Companies House).
Identity of Directors & Signatories: <input type="checkbox"/> Valid Passport or <input type="checkbox"/> Valid UK Photo Card Driving Licence		Address of Directors & Signatories: <input type="checkbox"/> Council Tax Statement <input type="checkbox"/> Bank Statements for the last 3 months <input type="checkbox"/> Utility Bills for the last 3 months <input type="checkbox"/> Valid Photo Card UK Driving Licence (if not used for identity as above)		

If you are visiting a branch, please bring original documents. If you are completing and sending this application from by post, please provided certified copies of documents. The documents are to be certified by a registered Solicitor, Notary, Chartered Accountant or your Bank.

*You may wish to consult your tax advisor before completing this form.

Please fill in the form using **BLOCK CAPITALS** and black ink. Tick any boxes which apply.

To be completed by the customer:

Account to be opened at Branch:

Product / Account type:

1) Current Account

2) Savings Account

3) Fixed Deposit

4) Other (Please specify)

Currency: (GBP/Dollar/Euro)

GBP

USD

EURO

Purpose of the account:

Savings

Day to Day

Other (Please specify)

Does the Company already have an account with SBI?:

Yes No

If yes, please provide your Account Number

Business Details

Business name:

Business Group name: (if required)

Company Registration Number:

VAT Registration Number:

Date of Incorporation

Business Details *(Continued)*

Correspondence address:

Line 1

Line 2

Town

Country Post code

Business Telephone:

Business Email Address:

Registered address: *(if different)*

Line 1

Line 2

Town

Country Post code

Business Fax:

Business Mobile Number: (for Online Banking / Debit Card)

About Your Business

Industry Type:

Full Details of the Nature and Type of Business:

Engaged in Importing/Exporting?

Yes No

Recent/Expected Annual Turnover:

Number of Employees:

Balance Sheet Total:

General Source of Credits to the Account:

General Destination of Payments:

Cheque Book Required?

Yes

No

Statement Frequency: Quarterly

Country of Residence for Tax Purposes and related Taxpayer Identification Number or functional equivalent* ("TIN")

Please complete the following table indicating (i) where the Account Holder is tax resident and (ii) the Account Holder's TIN for each Reportable Jurisdiction indicated.

	Country of tax residence	TIN	If no TIN is available please enter A,B or C
1			
2			
3			

If the Account Holder is not tax resident in any jurisdiction (e.g., because it is fiscally transparent), please indicate that on line 1 and provide its place of effective management or country in which its principal office is located.

If a TIN is unavailable please provide the appropriate reason **A,B or C** where appropriate:

Reason A - The country where the entity is liable to pay tax does not issue TINs to its residents.

Reason B - The Account Holder is otherwise unable to obtain a TIN or equivalent number.

Reason C - No TIN is required. (Note. Only select this reason if the domestic law of the relevant jurisdiction does not require the collection of the TIN issued by such jurisdiction)

If you are a United States of America ("US") entity or have answered with any US details above, please complete Form **W-8BEN-E-Certificate of Status of Beneficial Owner of United States Tax Withholding and Reporting (Entities)**

Specified/Reportable Persons

If your organisation is tax resident in the US or a jurisdiction that has implemented CRS, please tick below if it is not a Specified / Reportable Person under the rules applicable to the organisation's jurisdiction and enter the corresponding reason code:

The organisation is not a Specified Person under FATCA

Reason Code (A-M) _____

The organisation is not a Reportable Person under CRS

Reason code (N-S) _____

Please refer to page 16 of the supporting notes for an explanation of the reason codes above.

Entity Type: (Please provide the account Holder's Status by ticking **one** of the following boxes)

1 (A) Financial Institution - not an Investment Entity

e.g. Depository Institution, Custodial Institution or Specific Insurance Company

(B) Financial Institution - Investment Entity

i) An Investment Entity located in a Participating Jurisdiction.

ii) An Investment Entity located in a Non-Participating Jurisdiction, which is managed by another Financial Institution.

If so, identify the number of Controlling Persons (___) and complete the next page for each Controlling Person.

iii) An Investment Entity located in a Non-Participating Jurisdiction, which is not managed by another Financial Institution.

If you have ticked A or B above, please provide, if held, the Account Holder's Global Intermediary Identification Number ("GIIN") obtained for FACTA purposes.

						-						-			-			
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Alternatively, if the organisation does not have a GIIN , please indicate why below:

Non-Reporting/Certified Deemed Compliant Financial Institution, enter type:

Non Participating Financial Institution

US Financial Institution

Any other reason:

Note: If you are a collective investment vehicle or similar organisation please specify if the GIIN provided above is for:

Umbrella fund level

Sub Fund level

(C) Active NFE

(Note: If you have ticked none of the above you must tick (D)).

(D) Passive NFE

Number of Controlling Persons/Substantial Owners (___)

If ticking this box, please also complete the next page for each Controlling Person .

Details of Directors/Authorised Signatories/Controlling Persons/ Ultimate Beneficial Owners

You may wish to consult your tax advisor before completing this section of the form.

Please select all that apply:

I am a: Director Authorised Signatory Person with >10% shareholding Controlling Person

Title: Mr Mrs Ms Miss Other

First name:

Middle name:

Surname:

Position in Company:

Percentage of Shareholding:

Address:

Line 1

Line 2

Town

Country Post code

Length of time at this address: /

Previous address: *(If less than 3 years at current address)*

Line 1

Line 2

Town

Country Post code

Date of birth: / / Length of time at previous address: /

Nationality:

Daytime contact telephone:

Mobile:

Mobile will be used for Internet Banking one time password 'OTP' generation (if required)

Email:

US withholding tax declaration
For the purpose of the US Foreign Accounts Tax Compliance Act (FATCA) please confirm whether you are a US Person/Citizen. I also agree to notify you if my situation changes:

I am not a US person or US citizen
 I am a US person or US citizen*
**(Please ask to complete Foreign Account Tax Compliance Act form)*

Existing SBI Account Holder?
 Yes No

If yes, please provide your Account number

Internet Banking Role:
Enquiry Only Transaction Preparer/Authoriser Both

Mother's maiden name: *(required for security purposes)*

Controlling Person Self-Certification Form

(To be completed for a Controlling Person of Passive NFEs and PMIEs in a Non-Participating CRS Jurisdiction)

Type of Controlling Person: _____

Please choose from the following types of Controlling Persons

- **Legal entity:** control by ownership, control by other means, senior managing official.
- **Trust:** settlor, trustee, protector, beneficiary.

Country of Tax Residency	National Insurance Number/ Tax Identification Number (TIN)*	Reasons for not providing TIN (enter reason A, B or C)	End Date of Tax Residency (DD/MM/YYYY) or NA

The taxpayer identification number (TIN) is the unique identifier assigned to the Account Holder by the tax administration in the Account Holder's jurisdiction of tax residence. It is a unique combination of letters and/or numbers used to identify an individual or entity for the purposes of administering the tax laws of that jurisdiction. It includes:

- Social security number
- National insurance number
- Citizen or personal identification code or number
- Resident registration number

Reason A - The country where the Account Holder is tax resident does not issue TINs to its residents

Reason B - The Account Holder is otherwise unable to obtain a TIN or equivalent number

Reason C - No TIN is required. (Note: Only select this reason if the authorities of the country of tax residence entered above do not require the TIN to be disclosed)

If you have completed this section as a Controlling Person, please ensure you sign the declaration on Page 7

Details of Directors/Authorised Signatories/Controlling Persons/ Ultimate Beneficial Owners

You may wish to consult your tax advisor before completing this section of the form.

Please select all that apply:

I am a: Director Authorised Signatory Person with >10% shareholding Controlling Person

Title: Mr Mrs Ms Miss Other

First name:

Middle name:

Surname:

Position in Company:

Percentage of Shareholding:

Address:

Line 1

Line 2

Town

Country Post code

Length of time at this address: /

Previous address: *(If less than 3 years at current address)*

Line 1

Line 2

Town

Country Post code

Date of birth: / /

Length of time at previous address: /

Nationality:

Daytime contact telephone:

Mobile:

Mobile will be used for Internet Banking one time password 'OTP' generation (if required)

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US withholding tax declaration
For the purpose of the US Foreign Accounts Tax Compliance Act (FATCA) please confirm whether you are a US Person/Citizen. I also agree to notify you if my situation changes:

I am not a US person or US citizen
 I am a US person or US citizen*
**(Please ask to complete Foreign Account Tax Compliance Act form)*

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- Social security number
- National insurance number
- Citizen or personal identification code or number
- Resident registration number

Reason A - The country where the Account Holder is tax resident does not issue TINs to its residents

Reason B - The Account Holder is otherwise unable to obtain a TIN or equivalent number

Reason C - No TIN is required. (Note: Only select this reason if the authorities of the country of tax residence entered above do not require the TIN to be disclosed)

If you have completed this section as a Controlling Person, please ensure you sign the declaration on Page 7

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Title: Mr Mrs Ms Miss Other

Date of birth: / / Length of time at previous address: /

First name:

Middle name:

Surname:

Position in Company:

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 I am a US person or US citizen*
**(Please ask to complete Foreign Account Tax Compliance Act form)*

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- Social security number
- National insurance number
- Citizen or personal identification code or number
- Resident registration number

Reason A - The country where the Account Holder is tax resident does not issue TINs to its residents

Reason B - The Account Holder is otherwise unable to obtain a TIN or equivalent number

Reason C - No TIN is required. (Note: Only select this reason if the authorities of the country of tax residence entered above do not require the TIN to be disclosed)

If you have completed this section as a Controlling Person, please ensure you sign the declaration on Page 7

Declarations

I/We declare, confirm and agree:

that all the particulars and information given in this application form (and all documents referred to or provided herewith) are true, correct, complete, up-to-date in all respects and I/we have not withheld any information. I/We understand that certain particulars given by me/us are required for regulatory reasons. I/We also agree to provide any further information that SBI or its group companies may require; and that I/we have had no insolvency proceedings initiated against me/us, nor have I/we ever been adjudicated insolvent. I/we have no County Court Judgments registered against me/us; and

that I/we are not blacklisted under Disqualified Director Register or adjudicated /convicted in any criminal proceedings under any criminal law. I/We have read, understood and acknowledge the receipt of:

- SBIs General Terms and Conditions
- Information about SBI's Tariff of Charges

I/we also agree all the details in the appended Corporate Account Opening Terms and Conditions (including the Board Resolution, the Telecommunication Indemnity and the Data Protection Notice).

I/we have opted for Internet Banking Services, then I/we declare that I/we have read, understood and agree to the appended Online SBI Global Terms of Service in relation to the operation of my/or Account as available via the website [WEBSITE], and that I/we will adhere to all the applicable terms and conditions.

I declare that all statements made in this declaration are, to the best of my knowledge and belief, correct and complete.

I undertake to advise SBI within **14** days of any change in circumstances which affects the tax residency status of the individual identified in Part 1 of this form or causes the information contained herein to become incorrect, and to provide SBI with a suitably updated self-certification and Declaration within **up to 14** days of such change in circumstances.

- The Summary of Information about the Products
- The Financial Services Compensation Scheme's (FSCS) Information Sheet and Exclusion List

Name & Signature #1

Signature:

Date:

 / /

Capacity:

Name & Signature #2

Signature:

Date:

 / /

Capacity:

Name & Signature #3

Signature:

Date:

 / /

Capacity:

Name & Signature #4

Signature:

Date:

 / /

Capacity:

Name & Signature #5

Signature:

Date:

 / /

Capacity:

Name & Signature #6

Signature:

Date:

 / /

Capacity:

Telecommunication Indemnity

To: State Bank of India, London Branch
("the Bank")

From:

Company Name: (plc/Limited)

Address: ("the Company")

Line 1

Line 2

Town

Country Post code

Date of:

 / /

Dear Sirs

Instructions given by telephone, fax, email or over the internet using the Bank's internet banking service

Account(s) number ("the Account"):

We refer to the mandate between the Bank and the Company for the operation of the above Accounts and our banking arrangements with the Bank ("Mandate").

We acknowledge that the Mandate provides for us to give the Bank all instructions in writing signed by the signatories named in the Mandate. We wish to vary the Mandate as set out in this letter. We authorise and instruct the Bank to carry out any instructions ("Instructions") whatsoever relating to the Accounts which are given on our behalf by any of the persons named below ("the Specified Persons") by telephone, fax, email or over the internet using the Bank's internet banking services.

In consideration of the Bank agreeing to vary the Mandate as set out in this letter the Company agrees to indemnify the Bank fully on demand against all losses, claims, actions, proceedings, demands, damages, costs and expenses suffered or incurred by the Bank arising out of the instructions or the Bank carrying out the instructions.

I understand that the Bank will process personal data supplied by me in relation to this application in accordance with the General Data Protection Regulation and any national implementing laws, regulations and second a- legislation, as amended or updated from time to time. The personal data supplied will be processed solely for the purpose of assessing this application and at all times in accordance with the Bank's Privacy Policy, a copy of which can be found here:

london.statebank

Notice of termination

The terms of this letter shall continue until either the Bank or the Company gives the other not less than seven days written notice of termination signed by a duly authorised officer (to be delivered by hand or sent by first class post). The notice of termination will not release the Company from any liability under this letter in respect of instructions received or performed by the Bank prior to the date of termination.

Names of Specified Persons

The Specified Persons are each of the following:

Name:

Name:

This letter has been signed by the Company as a deed on the date stated above.

Signed as a Deed

by:

acting by two directors/a director and the secretary

Director:

Director I Secretary

OR

Signed as a Deed

by:

acting by a director in the presence of

Director:

Witness

Signature of witness:

Board Resolution

TO: **State Bank of India, London Branch**

Date:

/ /

We hereby certify that the following resolutions of the Board of Directors of the:

Company, Limited, were passed at a meeting of the Board duly convened and held on the:

/ /

and has been duly recorded in the minute book of the said Company.

It is resolved that:

1. A banking account(s) in the name of the Company be opened with State Bank of India, London Branch ("the Bank"), and that the following resolutions shall apply to all accounts of the Company with the Bank now or in the future.
2. The Company accepts all the Terms and Conditions contained in the booklets supplied by the Bank (including the Bank's General Terms and Conditions, however incorporated).
3. The Company shall honour and comply with all cheque and other orders or instructions signed on behalf of the Company singly/jointly by the following authorised signatories:

Name & Signature #1

Signature

Name & Signature #2

Signature

Name & Signature #3

Signature

Name & Signature #4

Signature

4. The Company accepts the signatory as fully empowered to act on behalf of and bind the Company in any other transactions with the Bank.

5. The Bank may be requested to open additional accounts as and when required by the company at the request of the authorised signatory. The Bank may also be instructed from time to time regarding any changes to the authorised signatories to the account.

6. The Bank is authorised to accept facsimile/telecommunication instructions or scanned copy of instruction by email given on behalf of the Company by the authorised signatories as mentioned above and it is further resolved to execute an Telecommunication/Instruction indemnity in favour of the Bank to allow the authorised signatories to give instructions to the Bank by fax or through email.

7. The Company wishes to use the 'Corporate Internet Banking Service' offered by the Bank at its various branches and the Company accepts such 'Terms of Service' for Corporate Internet Banking laid down by the Bank from time to time for this purpose. It is further resolved that each of the officials empowered by the Company to operate the Company's accounts with the Bank either singly or jointly as the case may be are hereby authorised to apply for and use 'Corporate Internet Banking' facilities offered by the Bank, subject to electronic user name and password verification.

The Bank shall be supplied with:

a) A copy of the Company's Memorandum & Articles of Association certified as being true, complete and up to date;

b) The Company's Certificate of Incorporation (to be copied and duly returned);

c) If the Company is a Public Company the Company's Certificate to commence: business; and

d) Copies of any resolutions concerning the foregoing which may be passed from time to time.

It is resolved that:

1. The Company agrees that any indebtedness or liability incurred by the Company under this authority shall in the absence of any express written agreement by the Bank to the contrary be due and payable on demand.

2. The Bank be and is by this resolution authorised to provide the Company's auditors from the time being and from time to time with such information as the Company's auditors may request from time to time until notice in writing to the contrary is received by the Bank.

3. The Company agrees to provide to the Bank in writing any changes in details or circumstances that may change from time to time.

4. The Company Secretary shall, as and when necessary, supply to the Bank a list of the current directors and, if applicable, other officials authorised to sign with specimen signatures and the Bank may on such lists signed by the Secretary.

5. The Company hereby confirms that no general charge on the assets of the company has been created in favour of any bank or financial institution/and or the company has obtained the necessary approval of the bank/financial institution for opening and operating a current account with the SBI UK a copy of which is attached.

6. The Company hereby confirms that none of the directors are or have been disqualified under the Company Directors Disqualification Act 1986 or any similar overseas legislation covering the disqualification of directors or other officers of a company.

7. These resolutions be communicated to the Bank and shall constitute the Company's Mandate to the Bank and remain in force until an amended resolution can be passed by the Board of Directors and a copy thereof, certified by the Chairman and the Secretary or by any Director or the Secretary acting or purporting to act on behalf of the Company shall have been received by the Bank.

8. In this resolution the expressions 'Directors' and 'Secretary' shall be construed as Director(s) and Secretary for the time being of the Company and shall, in the case of Director(s) include alternate Director(s) and in the case of Secretary shall include any Joint Secretary, Assistant Secretary or Temporary Secretary.

9. We certify that the signatures set down within Section B (About your Business) of this account opening form are those of all the Directors, the Secretary and of any other Officers of the Company authorised to sign, that such signatures are the genuine signatures of such persons and that such signatures operate as the specimen signatures of each of such persons.

Your faithfully

Name & Signature #3

Signature

Name & Signature #4

Signature



Corporate Account Opening Terms and Conditions

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Contact us:

For further information and clarification about any of our products, please contact your local SBI UK branch.

You can also telephone our Corporate Services team on **0207 4544309**
or visit our website **london.statebank**

Data Protection Notice

SBI will process personal data supplied by you in accordance with the General Data Protection Regulation and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time.

The SBI UK will not disclose any information to any company outside the State Bank Group except to help prevent fraud, or if required to do so by law. For further information on how your personal data is used, how we maintain the security of your personal data and your rights to access personal data we hold on you, please see our Privacy Policy, a copy of which can be found here: <https://london.statebank>, or contact us at dataprotection.sbiuk@statebank.com marking the correspondence for the attention of the Data Protection Officer. We may update the Privacy Policy from time to time by publishing a new version on our website. You should check the aforementioned web-page occasionally to ensure you are aware of any updates and happy with any changes to the Privacy Policy.

[We may share your personal data with, and obtain personal data about you from, credit reference agencies or fraud prevention agencies for use in verifying your identity, credit decisions and for fraud and money laundering prevention. If fraud is detected, you could be refused certain services, finance, or employment. Further details explaining how the personal data held by fraud prevention agencies may be used can be found on our website: london.statebank.

Credit Reference and Fraud Prevention Agencies

We may use credit reference agencies ("CRAs") and fraud prevention agencies ("FPAs") agencies to help us make decisions. How we, CRAs and FPAs will use your information is detailed below.

By **confirming your agreement to proceed** you are accepting that we may each use your information in this way.

How we will use your data

1. We will search at credit reference and fraud prevention agencies for information on all applicants. In so doing we will provide current and previous names, addresses and dates of birth, of all parties, so if you are providing information about others, on a joint application, you must be sure that you have their agreement. If you give us false or inaccurate information and we identify fraud, details may be passed to credit reference and fraud prevention agencies.
2. We will use the information provided to us by credit reference and fraud prevention agencies to help make credit or credit related decisions about all applicants, to verify their identity, for the prevention and detection of fraud and/or money laundering, and to manage accounts. We may use scoring methods, which may be automated, to do this. If you borrow from us and do not make payments that you owe us, we will trace your whereabouts and recover debts.
3. When credit reference agencies receive a search from us they will place a search "footprint" on your credit file whether or not this application proceeds. If the search was for a credit application the record of that search (but not the name of the organisation that carried it out) may be seen by other organisations when you apply for credit in the future.
4. If you are making a joint application now or have ever done the following we will check your financial associates' personal accounts as well:-
 - 4.1 Applied for credit with someone else;
 - 4.2 Have joint account(s);
 - 4.3 Are already financially linked.

A financial associate will be someone with whom you have a personal relationship that creates a joint financial unit in a similar way to a married couple. You will have been living at the same address at the time. It is not intended to include temporary arrangements such as student or rented flat sharers or business relationships. Credit reference agencies may link together the records of people that are part of a financial unit. They may do this when people are known to be linked, such as being married or have jointly applied for credit or have joint accounts. They may also link people together if they, themselves, state that they are financially linked. Links between financial associates will remain on your and their files until such time as you or your partner successfully files for a disassociation with the credit reference agencies.

5. Credit reference agencies will supply to us, public information such as County Court Judgments (CCJs) and bankruptcies, electoral register information and fraud prevention information on applicants' and their known financial associates current and previous names, addresses and dates of birth.

How your data WILL be used by credit reference agencies

6. The information which we and other organisations provide to the credit reference agencies about you, your financial associates and your business (if you have one) may be supplied by credit reference agencies to other organisations and used by them to
 - 6.1 Prevent crime, fraud and money laundering by, for example checking details provided on applications for credit and Credit related or other facilities;
 - 6.2 Check the operation of credit and credit- related accounts;
 - 6.3 Verify your identity if you or your financial associate applies for other facilities;
 - 6.4 Make decisions on credit and credit related services about you, your partner, other members of your household or your business;
 - 6.5 Manage your personal, your partner's and/or business (if you have one) credit or credit related account or other facilities;
 - 6.6 Trace your whereabouts and recover debts that you owe;
 - 6.7 Undertake statistical analysis and system testing;
 - 6.8 Credit reference agencies can also be fraud prevention agencies.

How your data may be used by fraud prevention agencies

7. The information which we provide to the fraud prevention agencies about you, your financial associates and your business (if you have one) may be supplied by fraud prevention agencies to other organisations and used by them and us to:-
 - 7.1 Prevent crime, fraud and money laundering by, for example;
 - 7.1.1 Checking details provided on applications for credit and credit related or other facilities;
 - 7.1.2 managing credit and credit related accounts or facilities;
 - 7.1.3 Cross check details provided on proposals and claims for all types of insurance;
 - 7.1.4 Checking details on applications for jobs or when checked as part of employment;
 - 7.2 Verify your identity if you or your financial associate applies for other facilities including all types of insurance proposals and claims;
 - 7.3 Trace your whereabouts and recover debts that you owe;
 - 7.4 Conduct other checks to prevent or detect fraud;
 - 7.5 Organisations may access and use from other countries the information recorded by fraud prevention agencies;
 - 7.6 Undertake statistical analysis and system testing.

How to find out more

You can contact the 3 credit reference agencies currently operating in the UK; the information they hold may not be the same so it is worth contacting them all. They will charge you a small statutory fee.

Call Credit, Consumer Services Team, PO Box 491, Leeds, LS3 1WZ or call 0870 0601414

Equifax PLC, Credit File Advice Centre, PO Box 3001, Bradford, BD1 5US or call 0870 010 0583 or log on to www.myequifax.co.uk

Experian, Consumer Help Service, PO Box 8000, Nottingham NG80 7WF or call 0870 241 6212 or log on to www.experian.co.uk

Please contact the Chief Accountant, State Bank of India (UK) Limited, 15 King Street, London EC2V 5EA if you want to receive details of any the relevant fraud prevention agencies.

Online SBI Global :Terms of Service

General

1. By agreeing to these terms and using SBI's Corporate Internet Banking service ("Online SBI Global"), you hereby accept such terms, regulations, conditions and stipulations laid down by SBI from time to time, for the provision of internet banking services.
2. You agree to execute from time to time necessary agreement form(s), authority letter(s) and any other related documents for this purpose.
3. SBI is hereby authorised by you to accept instructions through Online SBI Global electronically, if received from any single authorised user or joint authorised users who have verified their identities by using valid username(s) and password(s) in respect to your account(s) as per the operating rules from time to time.
4. You agree to nominate internet banking administrators and other users to manage the use of Online SBI Global on your behalf.
5. SBI reserves the right to modify, change, add or cancel any of the services offered through Online SBI Global or the terms of service applicable to Online SBI Global. You and your authorised users shall be notified of any changes to these terms.
6. SBI accepts the obligation to maintain the confidentiality, privacy and integrity of the transaction completed on Online SBI Global. Records in respect to the transactions carried out through Online SBI Global will be maintained by SBI in accordance with industry practice.

Operating Environment

7. SBI shall be entitled to use hardware, software and/or such other equipment and modify the same as necessary or appropriate for the provision of the services. You may also be required to modify/ upgrade its systems to comply with the standards of the payment mechanisms (then as applicable) and the standards applicable to the various services provided by SBI.
8. Your authorised users are free to choose usernames and passwords of their choice as per site guidelines. However, the user is advised to avoid choosing a password that is a dictionary word or can be inferred from personal data such as name, date of birth, address, telephone number, driving license/car number, etc.
9. Authorised users may access Online SBI Global from anywhere at any time. However, as a matter of precaution and safety, the user should avoid using PCs with public access.
10. In the interest of customer safety, Online SBI Global does not permit retrieval of a lost or forgotten passwords. In case the user forgets their password, they will have to register for a duplicate password and a new password will be issued.
11. In case of an unintended termination of a valid session due to break in internet connectivity, it is suggested that the user re-login and verify the status of last requested transaction and ensure that it has been recorded successfully.

Additional Terms

12. Online SBI Global is a service offered by SBI as per the these terms of service and SBI is within its rights to deny access or withdraw access if you or your authorised users are found to be acting in violation of these terms of service.
13. Transactions originated by the users are logged and transmitted to the SBI database in the respective country for fulfilment. The requests take effect from the time these are recorded/registered at the respective branch where the corporate account is maintained. The rules, regulations and conventions normally applicable to the banking transactions shall apply to the transactions done through Online SBI Global. All transaction requests shall be processed at the branch during the business hours on the same day or next working day.
14. SBI shall rely upon all electronic communications, orders or messages received from you or your authorised users through Online SBI Global if the originator of the communication is an authorised user to whom a valid username and password has been issued.
15. Although efforts will be made to contact the you if activity is flagged as suspicious, SBI is not under any obligation to enquire as to whether or not the user has been duly authorised to access Online SBI Global on your behalf. Accordingly, a person professing to use Online SBI Global on your behalf shall be presumed by SBI to have the authority to have access to and use Online SBI Global Service on your behalf if they provide a valid username and password.
16. In the event of interruption to Online SBI Global or loss of use and/or access to Online SBI Global, SBI shall take all reasonable measures to restore the Online SBI Global service and/or access thereto as soon as reasonably possible.
17. SBI shall not be liable for any direct, indirect or consequential loss or damage sustained by you due to any direct or indirect use of or reliance on the electronic communication, orders or messages. Furthermore, SBI shall not be liable to you for any loss or damage caused arising in connection with Online SBI Global and/or this agreement, on account of interruption of or denial of access to and/or use of the Online SBI Global service arising on account of circumstances not attributable to or beyond the control of SBI.
18. Without prejudice to any other provision of this agreement, SBI does not warrant to you that the Online SBI Global service will be provided uninterrupted or free from errors or that any identified defect will be corrected; or that Online SBI Global shall provide any function not set out or described in any associated documentation provided by SBI.
19. Notwithstanding the terms and conditions set out in this agreement, this agreement is only between SBI and you only. Your executives, officers or employees shall not have any legal recourse against SBI or against any of our executives or employees.
20. Though SBI strives to maintain the quality of service, timely delivery and execution of the instructions given by you, the delivery and execution of instructions is not guaranteed. SBI does not accept any responsibility for not effecting or not completing any transaction entered into on Online SBI Global Service due to any break-down in computer hardware or software systems including any break-down of internet services or any delay or default of third-party service providers used by SBI for the provision of the Online SBI Global service.
21. SBI may, for valid reasons, refuse to execute any instruction placed by you.
22. Notwithstanding anything contained herein, where SBI has reason to believe that any transaction/ debits or marking of liens, have been fraudulently made (hereinafter referred to as a "suspect transaction"), SBI shall be entitled to withhold payment pertaining to such suspect transaction in accordance with regulatory laws relating to the prevention of bribery, money laundering, etc. If SBI determines, after due enquiry and investigation, that the transaction is a valid transaction and not a suspect transaction, SBI shall release such withheld payment. This is subject to the obligation that SBI shall not withhold payment to without sufficient cause, and that reasons for this shall be communicated to you upon identification of such cause(s). In addition, if within a period of 6 (six) months SBI determines after due enquiry and investigation that any suspect transaction is not a valid transaction, SBI reserves the right shall reverse the invalid transaction. You will consequently be liable to SBI for the resulting outstanding balance, if any.

Obligations of the Company

23. You shall ensure that the usernames and passwords provided to it for accessing and using Online SBI Global are kept secure and only distributed to the intended authorised users. SBI is not to be responsible for any loss sustained by you due to breach of this condition. Authorised users are also cautioned against leaving the computer unattended during sessions.
24. If any information relating to your account(s) appearing on Online SBI Global is incorrect errors should be immediately brought to the notice of the branch(es) of SBI the by telephone, e-mail or letter.
25. You shall not, shall not attempt or permit others to access or attempt to access Online SBI Global through any unlawful means.
26. SBI has measures in place to protect confidentiality and integrity of customer data in relation to transaction carried out through Online SBI Global. However, SBI accepts no liability for breaches of confidentiality or integrity of customer data in respect to transactions which are attributable to vulnerabilities in your own IT system.
27. You undertake that if you become aware of any wrongful use or misuse of the system, you shall notify SBI of this wrongful use or misuse and shall reasonably co-operate with SBI upon notification of such wrongful use or misuse of the Online SBI Global service.
28. You agree to pay charges/fees for Online SBI Global services as may be prescribed from time to time.
29. You hereby indemnifies SBI against all claims and liabilities arising directly or indirectly as a result of any breach or non-performance by any of its authorised users or any act of or omission by any of its authorised users.
30. Any dispute between you and SBI with regard to the transactions done through Online SBI Global will be subject to the jurisdiction of the competent courts where the concerned SBI branch maintaining your account is located, and shall be governed by the laws of that jurisdiction in force from time to time. For the purposes of transactions effected by you through Online SBI Global via SBI London Branch, any disputes shall be governed by the courts of England and English law shall apply.
32. By completing the declaration attached to the Corporate Account Opening Form, you hereby confirm that these terms of service shall constitute the agreement between you and SBI for the use of Online SBI Global and any related services.
33. You warrant that the authorised signatory is duly authorized by you to execute this agreement.

CRS and FATCA Guidance Notes

Tax Residence

The automatic information exchange framework under the Standard requires the collection of certain information about each Account Holder's tax residence(s), and determine whether certain account information needs to be reported to relevant Competent Authorities. Please indicate ALL countries in which the Entity is resident for tax purposes and the associated tax identification numbers in the form.

'Tax residence' is determined by the laws of the relevant local jurisdiction, and may depend on factors such as the place of incorporation, organisation, management and control, or other factors. If you are unsure as to which country your Organisation is resident in for tax purposes please contact your tax advisor.

Jurisdiction of Tax Residency: Enter the country where the Entity is resident for taxation purposes. If the Entity is tax resident in more than one country, please list each one separately.

TIN: Enter the taxpayer identification number (TIN) or functional equivalent that your country of residence for tax purposes has issued to the Entity. For example in the UK it will be the Unique Taxpayer Reference Number (UTR).

If a TIN is unavailable please provide the relevant reason in the space provided:

- A) The country where I am liable to pay tax does not issue TINs to its residents
- B) The Account Holder is otherwise unable to obtain a TIN or equivalent number
- C) No TIN is required. (Note: Only select this reason if the authorities of the country of tax residence entered below do not require the TIN to be disclosed)

Specified Persons

FATCA Specified Person: If your organisation is tax resident in the US then you must identify whether it should be treated as a 'Specified Person' in that jurisdiction. If you are tax resident in a reportable jurisdiction for CRS purposes, you must identify whether it should be treated as a 'Reportable Person' in that Jurisdiction.

For an organisation that is tax resident in the US it will be a Specified Person, unless it confirms it is not a Specified Person and stated one of the reason codes below. The term 'Specified US Person' means any organisation, other than:

- A. A corporation the of which is regularly traded on one or more established securities markets;
- B. Any corporation that is a member of the same expanded affiliated group, as defined in section 1471(e)(2) of the US Internal Revenue Code, as a corporation described in clause (A);
- C. The United States or any wholly owned agency or instrumentality thereof;
- D. Any State of the United States, any US Territory, any political subdivision of any of the foregoing, or any wholly owned agency or instrumentality of any one or more of the foregoing;
- E. Any organization exempt from taxation under section 501 (a) or an individual retirement plan as defined in section 7701 (a) (37) of the US Internal Revenue Code;
- F. Any bank as defined in section 581 of the US Internal Revenue Code;
- G. Any real estate investment trust as defined in section 856 of the US Internal Revenue Code;
- H. Any regulated investment company as defined in section 851 of the US Internal Revenue Code or any entity registered with the Securities Exchange Commission under the Investment Company Act of 1940 (15 USC. 80a-64);
- I. Any common trust fund as defined in section 584(a) of the US Internal Revenue Code;
- J. Any trust that is exempt from tax under section 664© of the US Internal Revenue Code or that is described in section 4947(a)(1) of the US Internal Revenue Code;
- K. A dealer in securities, commodities, or derivative financial instruments (including notional principle contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any State;
- L. A broker as defined in section 6045(c) of the US Internal Revenue Code;
- M. Any tax-exempt trust under a plan that is described in section 403(b) or section 457(g) of the US Internal Revenue Code.

CRS Reportable Person: For an organisation that is tax resident in a Reportable Jurisdiction for CRS purposes, the term 'Reportable Person' means any organisations, other than:

- N. A corporation the stock of which is regularly traded on one or more established securities markets;
- O. A corporation that is a Related Entity of a corporation described in clause (N);
- P. A Governmental Entity;
- Q. An International Organisation;
- R. A Central Bank; or
- S. A Financial Institution (except for Professionally Managed Investment Entity in a Non-Participating Jurisdiction, discussed below. Instead, such Investment Entities are treated as Passive NFEs.)

Entity Type

These definitions are a guide to assist you in completing this form. If you are unsure about the relevant classification for these purposes please contact your tax advisor.

Irrespective of whether the Entity has been identified as a Specified Person or Reportable Person, it is required to provide the classification that it would claim under relevant regulations implementing the US Foreign Account Tax Compliance Act ("FATCA"), and the OECD Common Reporting Standard (CRS).

Financial Institution (of any type): In general, the definition of a 'Financial Institution' includes any organisation that broadly meets the definition of:

- A Depository Institution - An institution that accepts deposits in the ordinary course of a banking or similar business.
- A Custodial Institution - An institution which holds financial assets for the account of others as a substantial portion of its business.
- A Specified Insurance Company - An institution that issues, or is obligated to make payments with respect to, any cash value insurance contract, annuity contract or other financial account or the holding company of such an insurance company.

An Investment Entity located in an Participating Jurisdiction: An institution which conducts as a business trading in certain financial instruments on behalf of a customer or an entity which is investing, administering or managing funds or money on behalf of other persons. This would also include an institution which is primarily investing, reinvesting or trading in financial assets and is managed by another Financial Institution.

"Participating Jurisdiction" - A Participating Jurisdiction is a jurisdiction with which an agreement is in place pursuant to which it will provide the information set out in the Common Reporting Standard.

Professionally Managed Investment Entity in a Non-Participating Jurisdiction: The term "Professionally Managed Investment Entity in a non-Participating Jurisdiction" means any Entity the gross income of which is primarily attributable to investing, reinvesting, or trading in Financial Assets if the Entity is (i) managed by a Financial Institution (example a fund which is managed by a fund manager) and (ii) the Financial Institution is in a Non-Participating CRS Jurisdiction.

Investment Entity managed by another Financial Institution: An Entity is "managed by" another Entity if the managing Entity performs, either directly or through another service provider on behalf of the managed Entity, any of the activities or operations described under the definition of 'Investment Entity' above. An Entity only manages another Entity if it has discretionary authority to manage the other Entity's assets (either in whole or part). Where an Entity is managed by a mix of Financial Institutions, NFEs or individuals, the Entity is considered to be managed by another Entity that is a Depository Institution, a Custodial Institution, a Specified Insurance Company, or the first type of Investment Entity, if any of the managing Entities is such another Entity.

Financial Institutions include Non-Reporting/Certified deemed compliant Financial Institutions (or Exempt Beneficial Owners). In general, the definition of a 'Non-Reporting/Certified deemed compliant Financial Institution' or 'Exempt Beneficial Owners' includes any organisation that meets the definition of:

- Governmental Entity - A foreign government, any political subdivision of a foreign government or any wholly owned agency or instrumentality of any one or more of the foregoing.
- Central Bank - An institution that is by law or government sanction the principle authority, other than the government of the jurisdiction itself, issuing instruments intended to circulate as currency.
- International Organisation - Any international organization or wholly owned agency or instrumentality thereof.
- Exempt Retirement Funds - A fund that meets certain regulatory criteria and is operated principally to administer or provide pension or retirement benefits.
- Trustee-Documented Trust - A trust where the trustee of the trust is a Reporting Financial Institution and reports all information required to be reported with respect to all Reportable Accounts of the trust.
- Any other entity defined in a country's domestic law as a Non-Reporting Financial Institution.

Active/Excepted Non-Financial Entity (NFE): A Non-Financial Entity that meets any of the following criteria:

- Less than 50 percent of the Non-Financial Entity's gross income for the preceding calendar year or other appropriate reporting period is passive income and less than 50 percent of the assets held by the Non-Financial Entity during the preceding calendar year or other appropriate reporting period are assets that produce or are held for the production of passive income;
- The stock is regularly traded on an established securities market or the organisation is related to an Entity the stock of which is traded on an established securities market;
- It is a government, an international organization, a central bank of issue, or an Entity wholly owned by one or more of the foregoing;
- Substantially all of the activities of the Non-Financial Entity consist of holding (in whole or in part) the outstanding stock of, and providing financing and services to, one or more subsidiaries that engage in trades or businesses other than the business of a Financial institution, except that a Non-Financial Entity shall not qualify for this status if the Non-Financial Entity functions (or holds itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes;
- It is not yet operating a business and has no prior operating history, but is investing capital into assets with the intent to operate a business other than that of a Financial Institution; provided that the Non-Financial Entity shall not qualify for this exception after the date that is 24 months after the date of the initial organization of the Non-Financial Entity;
- It was not a Financial Institution in the past five years, and is in the process of liquidating its assets or is reorganizing with the intent to continue or recommence operations in a business other than that of a Financial Institution;
- The Non-Financial Entity primarily engages in financing and hedging transactions with or for Related Entities that are not Financial Institutions, and does not provide financing or hedging services to any Entity that is not a Related Entity, provided that the group of any such Related Entities is primarily engaged in a business other than that of a Financial Institution; or
- The Entity is a Non-Profit Organisation

Passive Non-Financial Entity (NFE): Broadly any entity that is not a Financial Institution and is not an Active/Excepted Non-Financial Entity (see above).

Passive NFEs also include Direct Reporting Non-Financial Foreign Entities ("NFFE" as defined under US rules). A Direct Reporting Non-Financial Foreign Entity is a Passive NFFE, that has elected to report directly to the IRS certain information about its direct or indirect substantial US owners, in lieu of providing such information to which the Non-Financial Foreign Entity holds a purposes these entities are treated as Passive NFEs.

Controlling Person:- This is a natural person who exercises control over an entity. Where that entity is treated as a Passive Non-Financial Entity ("NFE") then a Financial Institution must determine whether such Controlling Persons are Reportable Persons. This definition corresponds to the term "beneficial owner" as described in Recommendation 10 of the Financial Action Task Force Recommendations (as adopted in February 2012).

Controlling Persons of a trust, means the settlor(s), the trustee(s), the protector(s) (if any), the beneficiary(ies) or class(es) of beneficiaries, and any other natural person(s) exercising ultimate effective control over the trust (including through a chain of control or ownership). The settlor(s), the trustee(s), the protector(s) (if any), and the beneficiary(ies) or class(es) of beneficiaries, must always be treated as Controlling Persons of a trust, regardless of whether or not any of them exercises control over the activities of the trust.

Where the settlor(s) of a trust is an Entity then the CRS requires Financial Institutions to also identify the Controlling Persons of the settlor(s) and when required report them as Controlling Persons of the trust.

In the case of a legal arrangement other than a trust, such term means persons in equivalent or similar positions. "Participating Jurisdiction" - A Participating Jurisdiction is a jurisdiction with which an agreement is in place pursuant to which it will provide the information set out in the Common Reporting Standard.

"Passive NFE" - Under the CRS a "Passive NFE" means any NFE that is not an Active NFE. An Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution is also treated as a Passive NFE for purposes of the CRS.