



Member FDIC

(For office use)

Customer ID Number																				
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(For office use)

A/c. No.																				
A/c. No.																				

(Please fill in block letters only)

**BUSINESS CHECKING ACCOUNT / CERTIFICATE OF DEPOSIT / LOAN / OVERDRAFT ACCOUNT FOR ENTITIES**

We request you to open our account with your branch as under:

Business checking account       Certificate of Deposit account       Loan       Overdraft

Amount of Deposit	Checking A/c - \$		Certificate of Deposit A/c - \$	
Mode of deposit (funding for certificate of deposit)	<input type="checkbox"/> Cash	<input type="checkbox"/> Personal Check number _____ Dated _____ Drawn on Bank _____ / Branch _____	<input type="checkbox"/> Official Check number _____ Dated _____ Drawn on Bank _____ / Branch _____	
				<input type="checkbox"/> Others (please specify)

1. Title of Company																				
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Legal status	<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Solely owned corporation <input type="checkbox"/> Association <input type="checkbox"/> Not for profit Corporation <input type="checkbox"/> Limited liability partnership <input type="checkbox"/> Proprietorship /General Partnership <input type="checkbox"/> Public Limited Company <input type="checkbox"/> Corporation <input type="checkbox"/> Others(Please Specify)		
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2. Business Street Address (No Post Box address)																			
Building																			
Street																			
City																			
State										ZIP CODE									

2. a. Mailing Address (If different)																			
Building																			
Street																			
City																			
State										ZIP CODE									

2. b. Principal Office Street Address																			
Building																			
Street																			
City																			
State										ZIP CODE									

3. Business Telephone number (s) including ISD Code					Mobile number					4. Fax number (s)					Alternate telephone number				
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5. E mail		6. Website/URL		
7. Date of establishment		8. Tax I. D. No.	Country of Tax Residency	
9. Country of Incorporation		10. State of Incorporation		
11. Date of Incorporation		12. Licensing Authority		
13. Mode of operation				
14. Latest Annual turnover (USD)	For the year 20__		15. Number of employees	
16. Nature of business and general description of products and services				
17. Purpose of the account ( Please specify)				
18. Source of funds (proof to be provided for new companies)				
19. Types of Credits into the account - <input type="checkbox"/> Checks <input type="checkbox"/> Wire transfers (Number per year -      ) <input type="checkbox"/> Cash <input type="checkbox"/> Others (specify) <b>For wire transfers –Likely destinations -</b>				
20. Usual Activities in account - Major sources of such credits (specify what the funds coming into account will represent / the activity which will generate the funds) -  Expected Annual volume of such credits in USD -				
21. Type of debits into the account- applicable for business checking account only  <input type="checkbox"/> Checks <input type="checkbox"/> Wire transfers (Number per year -      ) <input type="checkbox"/> Cash <input type="checkbox"/> Others (specify) <b>For wire transfers –Likely destinations -</b>				
22. Major purpose of such debits (specify for what purpose the debits will be utilized)- applicable for business checking account only  Expected Annual volume of such debits in USD -				
23. Existing /previous Banking relationships	Name of Bank / Branch (with address)		Type of Account / Account number	
24. Date of Opening the account				
25. Contact person details				
Name & Title		Telephone / Fax number	Mobile number	E Mail address
(i)				
(ii)				
26. Authorized Signatories:				
Name and Title				
(Print in capitals as per Photo ID)		Nature of Photo ID	Number of Photo ID	Date of Issue      Date of Expiry
(i)				
(ii)				

(iii)				
(iv)				
(v)				
(vi)				
(vii)				
(viii)				

**27. Principal Officers :**
**Name and Title**

(Print in capitals as per Photo ID)

Nature of Photo ID

Number of Photo ID

Date of Issue

Date of Expiry

(i)				
(ii)				
(iii)				
(iv)				
(v)				
(vi)				
(vii)				
(viii)				

**28. Beneficial owners (10% and above) -**
**Name and address (of individual or entity as applicable) and Title**

(Print in capitals as per Photo ID)

% ownership

Nature of Photo ID

Number of Photo ID

Date of Issue

Date of Expiry

(i)					
(ii)					
(iii)					
(iv)					
(v)					
(vi)					
(vii)					
(viii)					

29. Names of Directors – (give full names )	
1	
2	
3	
4	
5	
6	
7	
8	
30. Guarantor (applicable for loan/overdraft applicants)	
1	
2	
3	
4	
5	
6	
<p><b>1. We undertake to</b></p> <p>i) abide by terms and conditions governing accounts in the U.S. as well as terms and conditions contained in Bank of Baroda customer manual, receipt of which is acknowledged</p> <p>(ii) inform you of any changes in mode of operations, names of authorized signatories, principal officers, beneficial owners, directors, guarantors, contact persons etc and submit new specimen signature card, corporate resolution, revised certificate of officers, and valid photo ID of the new authorized signatory.</p> <p>(iii) inform you of any changes in constitution, address of company or any information relevant to account with necessary proof.</p> <p>(iv) Inform you whether the customer or any individual associated with the customer is a domestic or foreign PEP or a close relative of the domestic or foreign PEP.</p> <p>2. We understand that Bank of Baroda will not act upon instructions for fund transfer unless we execute a fund transfer agreement <b>and</b> attach check to the instruction letter or give instructions to debit account</p> <p>3. We understand that on no occasion our account will be permitted by the Bank to go into overdraft unless limits for overdraft are approved subject to availability of drawing power</p> <p>4. We authorize Bank of Baroda to obtain information regarding our identity, credit history and other banking history from one or more reporting agency / other banking institutions or any other source, if necessary. We understand that if information in the credit report results in decision to either disallow my / our signing authority on the account or disallow opening the account, Bank of Baroda will communicate these facts to owners / signers of this (proposed) account</p>	
<p><b>2. Depositor's Contract</b></p> <p>The Bank of Baroda (hereinafter called the "Bank") is authorized to recognize signatures appearing on this form and on the specimen signature card in payment of funds or the transaction of any business for this account. It is agreed that all transactions between the bank and the signers hereof (the "depositor") shall be governed by this contract and with respect to any matter not otherwise covered hereby, by the provisions for Bank Collections of the New York Uniform Commercial Code.</p> <p>Items received for deposit or collection, are accepted on the following terms and conditions. The bank acts only as depositor's collecting agent and assumes no responsibility beyond its exercise of ordinary care. All items are credited subject to final payment and to receipt of proceeds of final payment in cash or solvent credits by this bank at its own office. The bank may forward items to correspondents and shall not be liable except for its own negligence. The bank may waive demand, notice and protest on any items received for deposit or collection. Items and their proceeds may be handled by any Federal Reserve Bank in accordance with applicable Federal Reserve rules, and by the bank or any correspondent, in accordance with any common banking usage, with any practice or procedure that a Federal Reserve Bank may use or permit another bank to use, or with any other lawful means. The bank may charge back, at any time, prior to midnight on its business day next following the day of receipt, any item drawn on itself which is ascertained to be drawn against insufficient funds or otherwise, not good or payable. Items drawn on any other office of this bank will be regarded and handled for collection as items drawn on another bank. As items received after the bank's regular afternoon closing hours shall be deemed received on the next business day.</p> <p>Bank will not pay checks which are presented prior to the clearance of deposits, unless there is a sufficient balance to the depositor's credit in addition to such deposits at the opening of business day of such presentment. Deposits are not posted to accounts until after regular banking hours on the day they are received by the bank. The bank will in no way be responsible or liable for certification or payment through error, inadvertence, negligence or carelessness of post dated items.</p> <p>The depositor will draw all checks on this account only on the office of the bank at which the account is open and the bank shall not be liable for failure to pay any checks not designated as drawn on such office.</p> <p>The bank is authorized to mail statements to the last address known to the bank.</p> <p>The bank is authorized to charge this account a service charge in accordance with its rules, and should this account become dormant to make a monthly charge for maintenance. <b>The referenced service charges for dormant accounts do not apply to Certificate of Deposit ("CD") accounts.</b></p> <p>If the bank is requested to stop payment on an item or items, depositor agrees to hold the bank harmless for all expenses and costs incurred by the bank on account of refusing payment of said item and further agrees not to hold the bank liable on account of payment contrary to this request if same occurs through inadvertence, oversight, negligence or accident, or if by reason of such payment other items drawn by the depositor are returned for insufficient fund. Written request for stop payment shall be effective for six months but renewals may be made from time to time. No stop payment renewal or revocation shall be valid unless made in writing and served upon the bank.</p> <p>The provisions of the uniform commercial code of the State of New York, local clearing House Rules and General Banking usage prevailing in the New York City shall be deemed to apply with respect to the obligations of the bank in connection with all items, whether or not negotiable, received by</p>	

1 Park Avenue, New York, NY 10016

Tel: (212) 578-4550; Fax: (212) 578-4578;

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the bank of my / our account and all items received shall, in the absence of express agreement to the contrary, be deemed to have been received for collection only.

The bank is authorized to act upon any instructions / messages / applications or letters etc. sent to you by Facsimile (Fax) or tele copier for transfer of funds/ documents/ or any other transactions. The bank shall be kept harmless and to fully indemnify from and against all losses, claims, costs or damages, which may sustain or incur against the bank by reason of acting upon fax or tele copier or authorized signature is fraudulent or forged.

**3. We acknowledge receipt of the following notices – check applicable**

(i)	Initial Privacy Notice	
(ii)	Annual Privacy Notice	
(iii)	Opt Out form	
(iv)	Truth in Savings –(Time Deposit) Annexure III	
(v)	Format for computer generated auto renewal notice –Annexure IV a	
(vi)	Availability of Funds – Reg CC notice	
(vii)	Internet Gambling – Reg GG notice	

**4. FUND TRANSFER AGREEMENT**

In this agreement the words “Bank of Baroda”, “BOB”, “Bank” refers to Bank of Baroda, New York. The words “I”, “We”, “us” or “my” refer to the customer (or business) signing below.

- With this authority we agree to provide BOB with such documents as it may request, evidencing that the person(s) signing this document are authorized to effect fund transfers.
- We request you and authorize you to act upon any instructions /messages /applications or letters etc. sent to you by Facsimile (fax)/email or telecopier for transfer of funds / documents/ or any other transactions. We understand the risks associated with transmitting instructions via telephone, letter, wire, email or by facsimile and acknowledge that BOB may follow a security procedure for our protection and Bank’s to verify that the fund transfer has been properly authorized. We hereby agree that upon receipt of the facsimile, Bank of Baroda, as a security procedure, may call back and telephonically confirm with any of the authorized signatories, the authenticity of communication and on receiving such confirmation shall be able to conclusively rely on it for the authenticity of the communication. In consideration of BOB’s acting upon our faxed letters/ messages/instructions /applications etc in lieu of original, we hereby further agree and undertake to hold you harmless and to fully indemnify you from and against all losses, claims costs or damages, which you may sustain or incur by reasons of your acting upon our fax or in case the telefax or authorized signature is fraudulent or forged
- We further agree and undertake to submit a written confirmation of the fax message immediately after faxing the same to you and in the event the original is not received by you, or not sent by us/ misplaced /lost in transit, we hereby agree to your considering the fax message as equivalent to the original letter /message. In the event there is any discrepancy or variance between the faxed message and the original written communication, we agree to hold you harmless and indemnify you for relying on the faxed message and the signature appearing on the message.
- We further agree and undertake to pay you and make good any loss or damage or expense you may put to or incur in reliance on the faxed instructions, messages, applications or letter etc., immediately upon your making a demand and hereby waive any defense or counterclaim based on your relying on faxed message/ letter /instruction/application and or the signatures appearing on them.
- We agree that BOB will rely upon information we have provided in effecting funds transfer and we agree that any errors in that information, including misidentification of beneficiary (ies), incorrect or inconsistent account names and account numbers and misspellings are our responsibility. We will promptly furnish BOB, in addition to the information provided by me/us in this agreement or any addendum thereon. We understand that we must select a financial institution (“beneficiary bank”) to receive it. For fund transfers within United States, the beneficiary bank must be a member of the Federal Reserve System or correspondent bank of such a member. We will furnish the beneficiary bank and the account number of the beneficiary party. BOB based on our instructions may instruct the beneficiary bank to credit an account or hold funds for the beneficiary. The beneficiary bank will be responsible for following the instructions and notifying the beneficiary when the funds become available. By providing the account number to credit, we understand that the beneficiary bank may credit an account solely on the basis of account number provided and that the payment will be final even if the number we provide does not correspond to the beneficiary we have identified. Any loss resulting from an incorrect account number provided to the Bank is our responsibility and not that of BOB. After the funds are transferred to the beneficiary bank they become the property of the beneficiary bank. It will be its responsibility for locating, identifying and making payment to the beneficiary mentioned by me/us. We understand and agree that BOB is not responsible for any of these actions. Because BOB does not maintain banking relations with every bank, it may be necessary to use one or more intermediary banks before the funds are transferred to the beneficiary bank. After BOB transmits the funds to the intermediary bank, we agree that it will be that bank’s responsibility to ensure that the funds transfer is completed. We agree that the Bank agrees to send at our expense and risk a message directing payment in foreign funds in the amount and manner indicated. The Bank does not warrant that the transfer of funds will reach the payee
- We agree that BOB may make use of any branch, or correspondent, agent or sub-agent and shall not be under any liability for any errors, negligence, suspension or default of any of them or for any failure to identify the payee or any mis-payment by any of them nor shall the Bank be under any liability for any errors, mutilations, delays, mis-delivery or failure of delivery in the transmission of any message in connection with fund transfer transactions whether or not in code or whether by mail, postal service, telegraph, cable, wireless, radio or otherwise, or for any suspension of any such means of transmission or for any imposition of any censorship, exchange control or other restriction, all such risks being borne by us.
- We also understand that the intermediary and /or beneficiary bank may deduct charges for processing our funds transfer and BOB is not responsible for this fee. We agree that this fee may be deducted by the intermediary and / or beneficiary bank from the amount to be credited to the beneficiary of our funds transfer.
- We understand and agree that funds transfer to beneficiaries (recipients) in the U.S. is made only in U.S. dollars. For fund transfers to other countries in currencies other than U.S. dollars, BOB will convert U.S. dollar payment to the currency of destination country as applied for at BOB’s foreign exchange rate current at the time of transfer. The foreign exchange rate may include a commission for BOB for exchanging the foreign currency. We understand that even when we place a request for funds transfer in U.S. dollars to a beneficiary, the laws of the country may necessitate payments being made only in local currency and that BOB cannot guarantee U.S. Dollars payment. In such event, beneficiary bank may incur expenses like currency conversion and other charges. Hence we understand and agree that the actual amount that the beneficiary receives may be a reduced amount sent from BOB.

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- We agree and understand that if our funds transfer request is received by BOB after business hours (cut off hour of 14.00 hours EST with time for telephone call back included), our request may not be processed until the next business day.
  - We understand and agree that BOB reserves the right to reject any request made by me for fund transfers when:
    - (i) we have insufficient funds in our account
    - (ii) our instruction is received by BOB through a communication not approved by the bank
    - (iii) our instruction is unclear or incomplete or unsatisfactory for any reason
  - We agree that BOB is not responsible for any loss or damage arising from:
    - (i) any act or failure to act on part of any person not within BOB's control
    - (ii) any error, delay or failure in the transmission of any fund transfer request resulting from an act of GOD, fire, catastrophe, telecommunication, electrical or mechanical failure or any other cause beyond control of BOB
  - We understand and agree that if we decide to cancel or change fund transfer request, we may do so only if BOB receives that request before it has sent the funds transfer and has reasonable time to act upon our instruction. In general after BOB has sent the fund transfer, we will not be able to change it unless beneficiary bank consents to such a request. BOB and or beneficiary bank may impose a charge for such cancellation / modification and for currency conversion, if required. BOB will not be liable for any losses resulting from failure of a beneficiary bank to cancel or change a fund transfer, nor shall we make any claim against BOB nor institute legal action against BOB for such failure.
  - We agree to assume full responsibility for and be bound by all fund transfer requests issued in our name(s), whether or not authorized, provided the fund transfer request was executed by BOB In good faith and in accordance with the procedures as stated in this agreement.
  - We agree that within fourteen (14) days after we receive notification in our periodic account statement that a fund transfer request has been executed, we will notify BOB of any errors, delays or other problems related to the fund transfer. If the fund transfer request has been erroneously executed as a result of BOB's error, BOB's liability will not exceed the difference between the amount of funds which were to be transferred and the amount actually transferred. Should BOB's conduct result in delay in funds transfer, BOB's liability will not exceed an amount equal to the interest, payable at Fed rate in effect on the date of funds transfer, in the amount of funds which were instructed to be transferred or withdrawn for the period of delay. Under no circumstances shall BOB be responsible for consequential, incidental, special or punitive damages or expenses in connection with my / our fund transfer. Any claim concerning the fund transfer must be filed in a court of competent jurisdiction within one year from the date when we received notification that the fund transfer was executed or will be barred by law. This paragraph does not apply to consumer electronic fund transfers to the extent that such transfers are governed by Electronic Funds Transfer Act and the rules and regulations promulgated there under.
  - Any notice given to me / us under this agreement shall be deemed given upon depositing in the official depository of the U.S. postal services, postage prepaid or by facsimile when sent to the respective mailing address or facsimile address provided by me / us to BOB. Any change in either address will be promptly advised by me / us to BOB.
  - BOB may amend the terms of this agreement by giving written notice to me / us. This agreement will also be terminated by either party by giving 10 days notice in writing, effective from date of receipt of such communication.
  - If any portion of this agreement is found to be unenforceable, remaining portion shall remain in full force and effect.
  - This agreement will be governed by laws of New York State and/ or federal law, if applicable.
  - In consideration of BOB consenting to act upon funds transfer request in the manner provided in this agreement, I / we agree to indemnify and hold BOB harmless from and against any and all claims, suits, judgment, executions, liabilities, losses, damages, costs and expenses – including my / our attorney's fees in connection with fund transfers made pursuant to this agreement whether brought by me / us or by my / our representative or third party.
  - Authorized accounts for the purpose this agreement will mean any or all accounts that I / we maintain, intend to maintain through this account opening request or may maintain in the future with the bank.
  - Individuals authorized to sign per specimen signature card are authorized to request fund transfer and receive callbacks from BOB to verify fund transfers requests. Individuals mentioned as Contact persons are authorized to receive telephone calls from BOB to verify fund transfer requests.
  - The undersigned officer(s), partner(s) or principal of the business has / have read and agrees to the terms and conditions stated in this funds transfer agreement. The undersigned further represents that I/we have the full power and authority to execute and deliver agreements with respect to each bank account maintained by the business.
- I / We execute this agreement
  I / We DO NOT execute this agreement

**Signature of Authorised signatories**

(i)	(ii)	(iii)
Name:		
Title:		
Date :		

Company seal


**NOTARY VERIFICATION / VERIFICATION BY EXISTING BANKER**

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**DRAFT CORPORATE RESOLUTION (Board resolution must be as per draft format or substantially similar to it) approved by Board of Directors of the company authorizing the opening of account and stating the names of official(s) who can do so and naming the official(s) who can operate the account and the extent of powers vested in these officials and their legal status.**

The undersigned, Secretary of \_\_\_\_\_, a Corporation duly organized and existing under the laws of \_\_\_\_\_ having its principal place of business in \_\_\_\_\_, HEREBY CERTIFY that the following is a true copy of a certain resolution duly adopted by the Board of Directors of the said Corporation in accordance with the Certificate of Incorporation and the Bye-Laws at, and recorded in the minutes of, a meeting of the said Board duly held on \_\_\_\_\_ 20 \_\_\_\_\_ and not subsequently rescinded or modified:

**RESOLVED**

1. That an account be opened with the Bank of Baroda, New York Branch (hereinafter called the "Bank") for receipt by it from time to time of money and/or other property of this Corporation, and that the Bank, is hereby authorized and directed to pay drafts and other orders for the payment of money, and to accept any instructions with respect to money and/or other property so received by it from the following officials:

Name	Designation	Mode of operation (singly, jointly, any two etc.)	Extent of Financial powers

2. That the above officials and their successors in office, and any other person hereafter authorized to sign on behalf of this company, are here by authorized to sign checks, drafts, notes, acceptances and other instruments and orders for the payment of withdrawal of moneys, credits, items and property at any time held by the Bank for account of this company and the Bank is hereby authorized to honor any or all thereof and other instruments and orders authorized to be paid by the Bank, including such as may bring overdraft and such as may be payable to or for benefit of any signer thereof or other officer or employee individually without enquiry as to the circumstances of the issue or the disposition of the proceeds thereof and without limit as to amount.


3. That the above officials is/are hereby authorized for and on behalf of this corporation to transact any and all business with or through said Bank, at any time(s) as may be deemed by the said Officer(s) and/or their successor in office transacting the same to be advisable including, without limiting the generality of the foregoing authority to, discount and/or negotiate notes, drafts or other commercial paper, apply for letter or other forms of credit; borrow money, with or without security; guarantee any indebtedness or other obligations of third parties; pledge or otherwise hypothecate any property of the corporation; purchase, exchange, sell otherwise deal in or with any stocks, bonds or other securities; and in reference to any of the business or transactions herein before referred to, make enter into, execute and deliver to said Bank such negotiable or non negotiable instruments, indemnity, guarantee or other agreements, obligations, assignments, endorsements, hypothecations, pledges, receipts and/or other transactions heretofore had on behalf of this corporation with said Bank being hereby ratified, confirmed and approved; also, that said Bank may rely upon the authority conferred by this entire resolution until the receipt by it of a certified copy of a resolution of this Board revoking or modifying the same.

4. That the officers of the Company or any one or more of them singly / **or jointly** are hereby authorized to act for this Company in all other matters and transactions relating to any form of its business with the Bank.

5. That the Bank is hereby authorized to accept for deposit for the account of this company for credit or for collection or otherwise any or all checks, drafts , notes and other instruments of every kind endorsed by any person or hand stamp impression in the name of the Company or without endorsement.

6. That each of the above resolutions and the authority thereby conferred shall remain in full force and in effect until written notice of revocation or modification is received by the Bank and that the Secretary or Assistant Secretary or any other officer of this Company is hereby authorized and directed to certify under the seal of this Company or not, but with like effect in the later case, to the Bank the foregoing resolutions, the names of the officers and other representatives of this Company, any changes from time to time in the said officers and representatives and specimens of their respective signatures, and that Bank may conclusively assume that persons at any time certified to be officers of other representatives of this Company continue as such until receipt by the Bank of written notice to the contrary.

IN WITNESS WHEREOF, we have hereunto subscribed our hand as Secretary or other authorized official and affixed the seal of the said Company this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ at \_\_\_\_\_ (place)

Secretary or other authorized Official	Signature
This certificate is to be attested by a second authorized officer or director of the company	Signature
CORPORATE SEAL 	



**DRAFT CERTIFICATION OF OFFICERS**

I, the undersigned, DO HEREBY CERTIFY to Bank of Baroda, New York that the present Officers of \_\_\_\_\_ duly elected to hold office until their respective successors are chosen, and empowered to act for and on behalf of this Corporation in any of its business with the said Bank within the authority prescribed in the resolutions heretofore certified to the said Bank are

**NAME & TITLE & Powers vested**

\_\_\_\_\_  
\_\_\_\_\_

In witness whereof, I have hereunto set my hand as Secretary and affixed the Corporate Seal this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

SEAL

\_\_\_\_\_  
SECRETARY

**BANK REFERENCE FORM**

Customer to fill this part

I / We authorize Bank of Baroda, New York to obtain information pertaining to our account noted below:

Name of the Bank	
Name of branch and full mailing address	
Name of the account	
Type of account	
Account number	
Authorized signature (s)	

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**Financial Institution named above should complete this part**

1. This account relationship has been satisfactory

 Yes     No

2. Additional comments about your account relationship with the customer if any:

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3. Financial Institution Certificate

We certify that the information contained on this form is true and complete representation of the information contained in our records for the customer's account detailed above.

Name of the Financial Institution

Signature

Name and Title of person signing

Contact telephone number

Date

Place

Bank Stamp



**DISCLOSURES FOR BUSINESS CHECKING ACCOUNT / CERTIFICATE OF DEPOSIT ACCOUNT*****Appendix I - IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT***

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you:

When you open an account, we will ask for your name, address, date of birth, and other information that will identify you. We may also ask to see your driver's license or other identifying documents.

**Please note that in case requested follow-up information required for compliance with regulations pertaining to 'Customer Identification program' and 'Know Your Customer' is not forthcoming *within 30 days after account opening or otherwise upon request by the branch, any relationship already established will be terminated.***

**1. Initial Privacy Notice**

Bank of Baroda, New York Branch respects the importance of personal privacy of our customers. We reaffirm that we would maintain all customer information confidential.

**Collection, Usage and Retention of Customer Information:**

The Bank shall collect, use and retain information about its customers only, when it believes that it would be useful and allowed by law in administering its business, and for providing existing/new products and services to its customers. If requested by a customer, the Bank shall disclose the specific business purpose for collection of information.

**Maintenance of Accurate Information**

The Bank has implemented procedures to ensure that the customer's financial information is accurate, current and complete in accordance with reasonable commercial standards. While some procedures are required by Federal or State Law, the Bank has procedures in place for rectifying inaccurate information in a timely manner.

**Limiting Employees Access to Information**

Employee access to personally identifiable information is restricted depending on the nature of the employees work. The Bank shall educate its employees so that they will understand the importance of customer confidentiality and customer privacy.

The customer privacy issues are a part of the Bank's employee handbook and "Code of Conduct". All employees are required to follow the guidelines without any exception.

**Protection of Information**

The Bank ensures that appropriate security standards and procedures are maintained to prevent unauthorized access to confidential customer information.

**Restrictions in the disclosure of Account Information**

The Bank does not reveal any specific information about customer accounts or other personally identifiable data to unaffiliated third parties for their independent use, except for the exchange of information with a reputable credit bureau or similar information reporting agency, to maximize the accuracy and security of such information, or in the performance of bona fide corporate due diligence, unless:

- a) the information is provided to help complete a customer initiated transaction;
- b) the customer requests it;
- c) the disclosure is required by/or allowed by law (eg. Subpoena, investigation or fraudulent activity etc); or
- d) the customer has been informed about the possibility of disclosure for marketing or similar purposes through a prior communication and is given the opportunity to decline (i.e, opt out).

**Additional Information**

In case any customer is concerned about financial privacy and wants to know more about this issue, can obtain a copy of the Bank's privacy policy at its office location, by calling at its main number 212-578-4550 or by sending a written request to:

Bank of Baroda  
1, Park Avenue  
New York, N.Y.10016

**2. Annual Privacy Notice**

Bank of Baroda, New York Branch respects the importance of personal privacy of our customers. We reaffirm that we would maintain all customer information confidential.

**Collection, Usage and Retention of Customer Information:**

The Bank shall collect, use and retain information about its customers only, when it believes that it would be useful and allowed by law in administering its business, and for providing existing/new products and services to its customers. If requested by a customer, the Bank shall disclose the specific business purpose for collection of information.

**Maintenance of Accurate Information**

The Bank has implemented procedures to ensure that the customer's financial information is accurate, current and complete in accordance with reasonable commercial standards. While some procedures are required by Federal or State Law, the Bank has procedures in place for rectifying inaccurate information in a timely manner.

**Limiting Employees Access to Information**

Employee access to personally identifiable information is restricted depending on the nature of the employees work. The Bank shall educate its employees so that they will understand the importance of customer confidentiality and customer privacy.

The customer privacy issues are a part of the Bank's employee handbook and "Code of Conduct". All employees are required to follow the guidelines without any exception.

**Protection of Information**

The Bank ensures that appropriate security standards and procedures are maintained to prevent unauthorized access to confidential customer information.

1 Park Avenue, New York, NY 10016

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**Restrictions in the disclosure of Account Information**

The Bank does not reveal any specific information about customer accounts or other personally identifiable data to unaffiliated third parties for their independent use, except for the exchange of information with a reputable credit bureau or similar information reporting agency, to maximize the accuracy and security of such information, or in the performance of bona fide corporate due diligence, unless:

- a) the information is provided to help complete a customer initiated transaction;
- b) the customer requests it;
- c) the disclosure is required by/or allowed by law (eg. Subpoena, investigation or fraudulent activity etc); or
- d) the customer has been informed about the possibility of disclosure for marketing or similar purposes through a prior communication and is given the opportunity to decline (i.e, opt out).

**Additional Information**

In case any customer is concerned about financial privacy and wants to know more about this issue, can obtain a copy of the Bank's privacy policy at its office location, by calling at its main number 212-578-4550 or by sending a written request to:

Bank of Baroda  
1, Park Avenue  
New York, N.Y.10016

**3. Opt Out Form**

This section describes your privacy choices:

We give below Opt Out options regarding the sharing of nonpublic personal information, as well as the choices not to be contacted by mail or telephone.

**Check Box 1:** If you select this option, it will limit the information to be shared with nonaffiliated third parties.

**Check Box 2:** If you select this option, it will limit the information to be shared with affiliates of Bank of Baroda, New York Branch.

**Check Box 3:** If you select this option, you will not be contacted by our Bank regarding any of our products and services by mail.

**Check Box 4:** If you select this option, you will not be contacted by our Bank regarding any of our products and services by telephone.

If you decide to choose any or all of these options, please check the appropriate opt- out section(s) below.

1	Please do not share among non-affiliated third parties (a) nonpublic personal information about me that you receive from me or from others to determine my eligibility for products & services or (b) nonpublic personal information from credit bureau reports for marketing purposes.	
2	Please do not share nonpublic personal information about me with Bank of Baroda affiliates.	
3	Please do not contact me with offers of products & services by mail.	
4	Please do not contact me with offers of products & services by telephone.	

**4. Truth in Savings - Annexure-III**
**TIME DEPOSIT ACCOUNT**

<b>Interest Rate</b>	:
<b>Annual percentage Yield</b>	:
<b>Term</b>	:
<b>Maturity</b>	:
<b>Initial Deposit Amount</b>	:

**BALANCE TO OPEN AND TO EARN INTETEST:**

The minimum balance required to open your account is \$1,000. You must also maintain this minimum balance in your account each day to obtain the disclosed Annual percentage Yield.

Deposits and withdrawals may not be permitted during the term of the Time Deposit. Additional deposits may be made on the account on the maturity date, at which they become part of the principal amount for the new term.

**INTEREST RATE:**

The Interest Rate earned on your Time Deposit account will be guaranteed Fixed rate for the term of the account. The rate is determined by the Bank, based on market conditions at the time the account is opened or renewed. The Interest Rate, Term and Maturity Date for your account are shown above.

**ANNUAL PERCENTAGE YIELD (APY):**

Any stated Annual Percentage Yield is based upon the hypothetical assumption that the Interest rate remain unchanged, and the balance on deposit together with all interest earned is not withdrawn for the entire term. Account closing before maturity will reduce earnings. The Annual Percentage Yield for our account is shown above.

**INTEREST ACCRUAL:**

At New York branch, interest begins to accrue no later than the business day on which the branch receives credit for the deposit of non-cash items, such as checks.

**INTEREST COMPUTATION:**

Interest on your account is accrued daily as simple interest and credited at maturity.

**INTEREST PAYMENT METHOD:**

Earned interest will be added to the account at which time it will be available for withdrawal. If requested in writing, we will send you a check for the interest amount or transfer the amount to your other account.

**EARLY WITHDRAWAL PENALTY:**

You have agreed to maintain your certificate of deposit with Bank of Baroda until the maturity date.

Principal may not be withdrawn, in whole or part, before the account matures unless the Bank consents to the withdrawal. It has been our practice to permit such withdrawals for reasons of need (purchase of a home or car, payment of medical bills, etc.). This practice is in no way binding on the Bank in the future and the Bank reserves the right to refuse such withdrawals. The Bank does not permit partial withdrawals from Certificate of deposits, you may incur a penalty. The amount of interest payable in such case may be 1% less than the applicable rate *at CD origination* for which the deposit was actually maintained. Please note that each request for early withdrawal with or without penalty may be evaluated and considered by the Bank on case to case basis. *At the time of CD origination, the Bank shall provide you with a rate sheet listing all rates and terms lower than those of the subject CD. Further, the Bank shall also make such information available to you upon request at any time a CD is renewed automatically.*

A minimum penalty equal to seven days' interest at the contract rate will be imposed if the account is closed within six days of opening.

These Bank's penalties will not be charged if an owner of a Time Deposit account dies or is declared legally incompetent. If a withdrawal is made for either of these reasons, we will credit and pay any accrued interest to the account, up to the closing date.

**AUTOMATIC RENEWALS:**

This account will renew automatically at maturity. We will send you a Maturity Notice, if the deposit is placed for a period of more than one month.

If we do not hear from you we will automatically renew the account for a term similar to the prior term at the rate offered for that term on the renewal date. Upon account renewal all credited interest remaining in the account will automatically become part of the principal for the new account term.

You will have 10 days after maturity to make withdrawals in any amount without incurring a premature withdrawal penalty described in this disclosure. If a withdrawal is made during the period, you will not earn any interest on the amount withdrawn from maturity date through the withdrawal date.

Time Deposit accounts that mature on Saturdays, Sundays or legal holidays (non-banking days) will be available to you for withdrawal on the next business day. We will credit and pay to the account any interest accrued between the maturity day and the next business day.

**Annex II – Truth in Savings Regulation DD – Fees & Service charges**
**BUSINESS CHECKING ACCOUNTS**
**Non Interest Bearing (Business) Checking Account**

Your Non-Interest Bearing business checking account has a minimum balance requirement of USD \$2,500/- to open the account. The funds on deposits do not earn any interest.

**A fee of \$20/- will be imposed every statement cycle if the gross balance in the account falls below \$ 2,500/- and day of the statement cycle.**

**Withdrawals and Payments**

To withdraw money from your account you can write check to yourself or to a second party. Checks must be on a form obtained the bank.

The Bank may refuse to honor any check presented more than six (6) months after date on the check, but shall have no liability if it decides to honor such a check.

**Monthly Statements:**

You will receive a monthly statement showing all account activity during the previous month. This statement will include all any maintenance and service fees.

You must examine the statement and notify the Bank within 14 days, in writing, of any discrepancies. If the discrepancy concerns an ATM or other Electronic Funds Transfer Transaction (Federal Recurring Payments, payroll deductions etc.) this notification period is extended to 60 days.

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If we do not hear from you within these time frames, we will assume that the statement is correct.

### **Fees and Service Charges**

A listing of the fees and service charges applicable to your account is provided separately.

The Bank will not be responsible if it refuses to accept (pay) check you have written because there are not enough funds in the account after we have deducted a service charge.

### **Availability of Disclosure**

You may request account disclosure containing terms, fees and rate information from our office our office at One Park Avenue, New York, N.Y. 10016

### **Listing of Fees & Service charges**

#### **BUSINESS CHECKING ACCOUNTS**

Truth in Savings adopted by Bank of Baroda, New York branch states that fees excepting incidentals like Attorney fees, photocopying fees and those for services offered to Account and non-accountholders alike, must be disclosed, duly named and described stating amount and conditions under which they may be imposed.

Currently the following fees and service charges are applicable to non-interest bearing checking accounts:

Sr No	Type of Charge	Amount
1	Service charge	\$ 25.00 per month
2 a	Check or other written order drawn upon the Bank on insufficient funds or on uncollected balances and returned by the bank	\$ 25.00 per instrument on per occasion
2 b	Check or other written order received by the bank for deposit or collection which is subsequently dishonored and returned by the drawee	\$ 25.00 per instrument on per occasion
3	Stop payment instructions	\$ 25.00 per instrument
4	Issue of official check	\$ 15.00 per check
5	Fees for printing of checks	Actual billing by the printer
6	<b>Daily E mail of statement of account for each account ID</b>	<b>\$ 100.00 p.m.</b>
7	Other expenses, viz. postage/ Swift / telefax / email/Wire transfer charges	As applicable will be recovered as per actual and subject to change at discretion of the bank.
8	Minimum Balance Charges	\$20.00 per month

#### **5. ANNEXURE-IV. A – copy of computer generated letter that will be sent to you for renewal**

**Ref:**       **CD Number**                       :  
               **Principal amount**               :  
               **Maturity Date**                   :  
               **Current Interest Date**       :  
               **Interest Amount on Maturity** :  
               **Term**                                :

We appreciate that you decided to maintain the captioned deposit with us which matures for payment as indicated above. We shall be glad to have your instructions at least one working day before the due date. Rate applicable for renewal of deposit could be obtained on the maturity date. You may call 646-597-7246 for rates.

In case we do not hear from you, the matured amount with interest will be renewed automatically for a term similar to the prior term at the prevailing rate of interest and original Certificate of Deposit Receipt will stand cancelled.

Regards,

-

This is a computer-generated letter and needs no signature.

#### **6. Availability of Funds – REG CC disclosure**

Federal regulations require us to make your deposited funds available for withdrawal after a specific period of time depending on the type of check and the location of the bank on which the check is drawn. Bank of Baroda, New York branch has set out a Policy to make funds from these checks available to depositors according to schedules that we have established and outlined in this disclosure brochure. Bank of Baroda, New York branch is referred to as 'the bank' in the disclosure brochure.

Our Bank's policy for availability of funds that you deposit in your account is given below. Due to certain circumstances, there may be a delay in deployment of funds to your account, and during this delay you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written.

#### **Determining the Availability of a Deposit**

<u>Description</u>	<u>When Funds Can be Withdrawn By Cash or Check Deposit</u>
Direct Deposit	The day we receive the deposit
Cash, wire transfers, and Check on us	The day we receive the deposit
Cashiers, certified, teller's or government checks	The first business day after the day of deposit
Other checks payable in United States	
The first \$ 500 of a day's deposit	The first business day after the day of deposit
Balance amount or \$ 4500	The second business day after day of deposit
Balance amount (for check is greater than \$ 5000)	The third business day

When the availability of deposited funds is deferred, the length of time is counted in business days from the day of the deposit. "Business day" means every day except Saturday, Sunday and federal holidays. The bank's business hours are 9.00 a.m. to 3.00 p.m., Monday through Friday except federal holidays.

If you make a deposit before 3.00 p.m. on a business day that the bank is open, we will consider that day to be the day of your deposit. However,

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if you make a deposit after 3.00 p.m. or on a day the bank is not open, we will consider that the deposit was made on the next business day the bank is open.

#### Longer Delays That May Apply

Funds you deposit by check may be delayed for a longer period under the following circumstances :

- \*We believe a check you deposit will not be paid.
- \*You deposit checks totaling more than \$5,000 on any one day.
- \*You redeposit a check that has been returned unpaid.
- \*You have overdrawn your account repeatedly in the last six months.
- \*There is an emergency, such as failure of communications or computer equipment.

#### Availability of funds subject to exceptions above

When the bank invokes any exception other than the new account exception, the bank extends the time within which funds will be made available.

We will notify you if we delay your ability to withdraw funds for any of the aforesaid reasons save those covered by the One-time Notice of Hold elsewhere herein which is one time notice for Large Deposit and Redeposited check exception holds or Repeated Overdraft exception hold.

#### Notice of Hold

If you deposit into your account:

Checks totaling more than \$5000 on any one day, the first \$5000 deposited on any one banking day will be available to you according to our general policy. The amount in excess of \$5000 will generally be available the third business day after the day of your deposit for checks.

#### Special Rules for New Accounts

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

With respect to items deposited in an account, the bank shall make the funds for such items available for withdrawal from such account, in accordance with the periods of time as set forth in these disclosures, the provisions of individual account agreements notwithstanding.

Nothing contained in these disclosures or elsewhere in notices, communications, etc. shall affect the bank's existing right to accept or reject an item for deposit or, if the item is accepted for deposit and the bank has made provisional settlement with you, to revoke the settlement given by the bank, charge back your account or claim a refund thereof in accordance with New York Uniform Commercial Code.

Please note that even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposited that are returned to us unpaid and for any other problems involving your deposit.

#### Funds Availability Policy

Description of Deposit	When Funds Can be Withdrawn by Cash & or Check
Direct Deposit	The day we receive the deposit
Cash, "on us" checks, Wire transfers	The day we receive the deposit
Cashiers/Certified/Tellers or Government Checks	The first business day after the day of deposit
Other checks payable in the United States	The first \$500 of a day's deposit will be available on the first business day after the day of deposit. Balance amount (if total amount of check is less than \$5000) or \$4500 (if the amount of check is more than \$5000) will be available on the second business day after the day of deposit. Balance amount, if any, will be made available on the third business day after the day of deposit.

### 7. REG GG Notice (Regulation GG)

#### Notice to Business Customers regarding the U.S. Unlawful Internet Gambling Enforcement Act (UIGEA) of 2006, effective June 01, 2010

The Unlawful Internet Gambling Act (UIGEA) prohibits the Bank of Baroda – New York Branch from processing restricted transactions through your business account(s) with us. Restricted transactions are those in which a person accepts credit, funds, instruments or other proceeds from another person in connection with unlawful internet gambling. The ACT effective June 01, 2010 prohibits any person engaged in business of betting or wagering (as defined in the ACT) from knowingly accepting payments in connection with participation with another person in unlawful internet gambling.

We provide this notice to comply with U.S. Government regulations implementing the Unlawful Internet Gambling Enforcement Act of 2006 (Act), a U.S. federal law. As defined in the ACT unlawful internet gambling means to "place, receive or otherwise knowingly transmit a bet or wager by any means which involves the use, at least in part, of the internet where such bet or wager is unlawful under any applicable Federal or State law in the State or Tribal lands in which the bet or wager is initiated, received or otherwise made."

Our policies and procedures established in accordance with the ACT provide that these transactions are prohibited from being processed through your account or banking relationship with us. If you do engage in internet gambling business and open a new account with us, we will ask that you provide evidence of your legal capacity to do so.

If it is determined that such transactions have occurred we will notify you that you have processed payments through our BRANCH for Internet gambling transactions RESTRICTED by the Act. This notice ensures that you are aware that we will be reviewing your transactions for Internet gambling activity restricted by the Act and will take action up to the closing of your account

The Act is codified in subchapter IV, chapter 53, title 31 of the U.S. Code (31 U.S.C. 5361 *et seq.*). Implementing regulations that duplicate one another can be found at part 233 of title 12 of the U.S. Code of Federal Regulations (12 CFR part 233) and part 132 of title 31 of the U.S. Code of Federal Regulations (31 CFR part 132).

#### Acknowledgement of receipt of disclosures:

Signature : \_\_\_\_\_

Name: \_\_\_\_\_

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**Date:** \_\_\_\_\_