



**HCB Trust Ek. för.**

<b>Currency Type</b>
<b>ILFD Program</b>

<b>Personal Information</b>			
Name as in ID/Passport:		Date of Birth:	
Residence Address:		Passport No.:	
		Issued Date:	
Country:	State/City:	ZIP:	Place of Issue:
Contact No. :	Email Address :		Marital Status:

<b>Financial Information</b>	
Initial Starting Balance (in writing) :	
Name of Bank & Branch:	Account No. :
Bank Address:	Type of Account: <input type="checkbox"/> Savings <input type="checkbox"/> Current

<b>Signature Specimen</b>	
<hr/> <i>Applicant's Signature</i> _____	<b>For Internal Use Only</b>
	Certificate Deposit No. :
	Interest Term :
Date :	

Account Application



**HCB Trust Ek. för.**

**For Internal Use Only**

Certificate  
Deposit No. :

**Assignor Details**

Name as in ID/Passport:

Passport No. :

Contact No. :

By executing this instrument, in the event of death or legal incapacitation, the Assignor assigns, transfer, set over and conveys all right, title and interest and all incidents of ownership he/she has under the said Investment Linked Fixed Deposit, to:

**Beneficiary A**

Name as in ID/Passport:

Contact  
No. :

Passport No. :

Relation to  
Applicant :

\_\_\_\_\_  
*Beneficiary A's Signature*

Date :

**Beneficiary B**

Name as in ID/Passport:

Contact  
No. :

Passport No. :

Relation to  
Applicant :

\_\_\_\_\_  
*Beneficiary B's Signature*

Date :

It is understood and agreed that this Beneficiary Assignment shall not become effective unless and until the receipt of either the death certification or medical documentation of being legally incapacitated, duly notarized by a court or an administrative body of competent jurisdiction.

**Assignor Certification**

\_\_\_\_\_  
*Assignor's Signature*

Date :

**Beneficiary Assignment**



## HCB Trust Ek. för.

Name as in ID/Passport:		Passport No.:
Contact No.:	Citizenship:	Date of Birth:
Currency of Deposit :	Type of Transaction : <b>Wire Transfer Only</b>	
Amount in Words :		

I declare with full responsibility that the said funds originated from good, clean and clear sources. The source of funds for this transaction is :

I further declare that none of my activities, in any way, are related or involved with; illegal drug trade; armaments; money laundering or any other illegal act.

I accept and understand that HCBTrust will not enter into any transaction with funds related to illegal activity and at its own absolute discretion, may refuse funds and HCBTrust shall not be held liable for any expense, loss, damage, liability or other consequences suffered or incurred by me.

I also agree that HCBTrust may disclose the information given in this form to law enforcement authorities where and when required by law.

\_\_\_\_\_  
*Applicant's Signature*

Date :

\_\_\_\_\_  
*Witness Signature*

Date :

Witness Name :

Passport No. :

Declaration of Funds



**HCB Trust Ek. för.**

## **TERMS AND CONDITIONS GOVERNING FIXED DEPOSIT ACCOUNTS**

These Terms and Conditions govern the Depositor(s)' Deposit Account(s) with HCBTrust and the Products and Services which HCBTrust may extend to Depositor(s) under the Account.

HCBTrust serves a diverse, international clientele, and it is not possible, on the part of HCBTrust to be conversant with the rules and regulations of every existing jurisdiction. Therefore, we strongly encourage our clients to seek the services of a licensed financial adviser and tax adviser prior to undertaking any deposit or service with HCBTrust.

HCBTrust reserves the right to deny any person an account, and may revoke any account, at any time, if in its judgment or/and deemed by a court, government authority, law; regulator of sound practice requires us to do so, on the grounds of improper or illegal activities on the part of the client. HCBTrust shall return initial funds or deposit to said client, and where appropriate or applicable, accrued interest, subject to pre-mature withdrawal penalties, unless forbidden to do so by a court of competent jurisdiction.

Please note, HCBTrust does not market itself within Canada or the United States, nor does it authorize any person or entity to market HCBTrust within these jurisdictions. If you have been given contact information about HCBTrust, we welcome your inquiry, and would be pleased to send you more information directly. By transferring your funds, you acknowledge that you have opened your account directly with HCBTrust, and have not received any marketing materials except directly from HCBTrust in response to your enquiry.

### **Definitions And Interpretation**

In these Terms and Conditions, except to the extent that the context requires otherwise, the following terms shall have the following respective meanings:

"Account" refers to such account(s) which the Depositor(s) may have with HCBTrust whether alone or jointly with any other person(s) and includes saving account, current account, time deposits, structured deposits and any other type of account which may be offered by HCBTrust from time to time.

"HCBTrust" refers to HCB Trust Ek. för. as the Trustee.

"Depositor(s)" refers to an account holder with HCBTrust whether alone or jointly with any person.

"Instructions" refers to the instructions given to HCBTrust by the Depositor(s) for the operation of the Account.

"Products" refers to the products offered by HCBTrust from time to time to the Depositor(s) on such Terms and Conditions as may be determined solely by HCBTrust.

"Services" refers to the services provided by HCBTrust from time to time to the Depositor(s) on such Terms and Conditions as may be determined solely by HCBTrust.

"Time Deposit" refers to the fixed deposit placed by the Depositor(s) with HCBTrust in United States Dollars or such other foreign currency as HCBTrust may allow.

"ILFD" refers to the abbreviation of HCBTrust's product Investment Linked Fixed Deposit.

"Pre-mature Withdrawal Penalties" refers to the sum penalized for early withdrawal prior to maturity, on fixed deposit.

Unless the context requires otherwise:-

- words denoting the singular number shall include the plural and vice versa;
- words denoting the masculine gender shall be also include the feminine gender and vice versa;
- words importing persons shall include firms and corporations.

### **Investment Linked Fixed Deposit**

An Investment Linked Fixed Deposit involves a contract between the Depositor(s) and HCBTrust. An ILFD deposit is considered open when the initial deposit is accepted and a Certificate issued. Also included as part of this Product are the Signature Specimen, the applicable ILFD Certificate and the Beneficiary Assignment, if any, which specifies Term Interest Rates, Pre-mature Withdrawal Penalties and Service Fees, where applicable. This written contract supersedes any and all oral agreement(s), as well as any and all prior written agreement(s).

### **ILFD - Return on Deposit**

Depositor(s) will be paid the rate of return, for the term of deposit, as agreed upon, and as indicated in the ILFD Certificate. The rate of return is fixed for the term of deposit. No additions to the initial deposit may be made during the term of deposit.

Interest will be credited directly into Depositor(s)' account upon the completion of the ILFD term duration.

### **ILFD - Term of Deposit**

The term of deposit and maturity date will be specified on the ILFD Certificate.

### **ILFD - Automatic Renewal**

ILFD deposit will automatically be renewed at maturity for another identical period as the initial ILFD deposit term, if no instruction or notification of intent from Depositor(s) is submitted to HCBTrust before the maturity date. After which, Pre-mature Withdrawal Penalties are applicable.

Depositor(s) is advised to notify HCBTrust of their intention to withdraw their ILFD's deposit before the maturity to avoid incurring Pre-mature Withdrawal Penalties.

The renewal rate of return shall be that of the previous initial ILFD deposit, at the time of maturity, of like duration and amount.

### **ILFD - Pre-mature Withdrawal**

Depositor(s) agrees to keep the funds on deposit with HCBTrust until the maturity date specified in the ILFD Certificate. Penalty fees are applicable for early withdrawal. The penalties are specified in the document Pre-mature Withdrawal Penalties. Depositor(s) should be aware that in the case of pre-mature withdrawal the amount repaid may be substantially less than that of the initial principal amount deposited.

### **ILFD - Pre-mature Withdrawal Exception**

HCBTrust may allow withdrawal from Depositor(s)' account before the maturity date without imposing a pre-mature withdrawal penalty when one or more deaths occurred to Depositor(s) or when Depositor(s) are incapacitated by injury or illness, legally deemed by a court or an administrative body of competent jurisdiction.

Account Beneficiary(ies) holds the responsibility in notifying HCBTrust officially in the event of such death occurrence or such incapacitation, legally deemed by a court or an administrative body of competent jurisdiction, to Depositor(s).

Depositor(s) and Account Beneficiary(ies) agree that HCBTrust may hold the funds in their account until all proper documentation and instructions are duly received from said certifying authority. Depositor(s) also agrees that neither events revoke the authority of HCBTrust to accept, pay or collect items until such time that HCBTrust have been properly notified or have a reasonable opportunity to act.

### **Exemption From Liability**

Neither HCBTrust nor any of its employees, nominees or agents shall be liable as a result of acting or failing to act except in the case of HCBTrust's gross negligence or willful default.

Without limiting the generality of the foregoing, HCBTrust shall not be responsible or liable for any expenses, loss damage, liability or other consequences suffered or incurred by Depositor(s):-

- for acting or omitting to act in good faith on the Depositor(s)' Instructions;
- if for any reason beyond HCBTrust's control, the operation of any Account is restricted or otherwise affected;
- for any loss or damage caused by any delay or failure in any transmission or communication facilities;
- if the funds credited or debited from the Account(s) diminish in value due to taxes, depreciation or becomes unavailable due to restrictions (howsoever arising) on convertibility, requisitions, involuntary transfers, distraints of any character, exercise of governmental or military powers, war, strikes or other causes beyond HCBTrust's reasonable control;
- arising from or relating to lost Certificates;
- arising from HCBTrust's inability to detect inadequate authenticity of the Depositor(s)' or/and Account Beneficiary(ies)' signature(s);
- arising from the Depositor(s)' or/and Account Beneficiary(ies)' negligence, default or misconduct; for any act or omission (including any negligence or willful misconduct) or bankruptcy or insolvency of any agent, nominee, correspondent or counterparty used by HCBTrust.

HCBTrust shall not be liable of any loss, damage or expense suffered or incurred by the Depositor(s) (whether as a result of forgery of the signatory's signature, material alteration of withdrawal requests or other reasons of any kind whatsoever) through no fault of HCBTrust. HCBTrust shall not be liable for paying on altered or/and forged Certificates where the alteration or/and forgery were made possible by use of erasable ink, pens or typewriters or any other equipment with built-in erasure features where the alterations or/and forgery cannot be easily detected or where the alteration or/and forgery is due to the Depositor(s)' negligence. If HCBTrust has debit the Depositor(s)' account in reliance on a withdrawal or payment request on which the signature of the Depositor(s) or his authorized signature was forged, HCBTrust shall not be liable to reverse the debit or pay or compensate the Depositor(s) in respect of the amount debit.

### **Indemnity**

Depositor(s) shall indemnify HCBTrust and its officers, employees, nominees and agents promptly on a full indemnity basis from and against all claims demands actions suits proceedings orders losses (direct or consequential) damages costs and expenses (including all duties, taxes and other levies and legal fees on a full indemnity basis) and any and all liabilities of whatsoever nature or description howsoever arising which HCBTrust may sustain or incur directly or indirectly in connection with the execution, performance or enforcement of these Terms and Conditions or any other agreement including without limitation:-

- the operation of any Account;
- the provision of any service and /or product by HCBTrust to the Depositor(s);
- HCBTrust taking, relying and acting upon or omitting to act on any Instructions given or purported to be given by the Depositor(s) or by any person(s) purporting to be the Depositor(s)' attorney, regardless of the circumstances prevailing at the time of such Instructions or the nature of the transaction and notwithstanding any error, misunderstanding, fraud or lack of clarity in the giving, receipt or the contents of such Instructions, including where HCBTrust believed in good faith that the instructions or informations were given in excess of the powers vested in the Depositor(s) or where HCBTrust believed that HCBTrust so acting would result in a breach of any duty imposed on HCBTrust;
- failure by the Depositor(s) to pay or repay to HCBTrust on demand any sum due to HCBTrust (including all interest accrued thereon);
- the Depositor(s) breach of any or more provisions of these Terms and Conditions;
- the enforcement by HCBTrust of its rights (including rights of sale, set-off, recovering payment or enforcement proceedings) under or in connection with these Terms and Conditions or/and the Account;
- HCBTrust using any system or means of communication or transmission in carrying out the Depositor(s)' Instructions which results in the loss, delay, distortion or duplication of such Instructions; and any lost, stolen, mislaid, mutilated Certificate, personal identification number (s) or advice, or other identification code(s) in relation to the Account and any re-issuance or replacement of the same by HCBTrust.

### **Pledge**

Deposits are not allowed to be used as security, in any form, nor may they be pledged by the Depositor(s), unless agreed upon, in writing, by HCBTrust.

### **Right to Set-off**

All funds are subject to HCBTrust's self-help remedy of set-off. HCBTrust may exercise this right without any court proceeding and without notice to Depositor(s) if Depositor(s) have; an unpaid service fees; properly due; payable debt or any other obligation to HCBTrust including, but not limited to, amounts credited to Depositor(s) account in error.

HCBTrust also reserve the right to place administrative hold of such funds pending set-off. HCBTrust may exercise same on funds in a joint ownership deposit to satisfy a debt owed to HCBTrust by one or more of the joint depositors. In the event that HCBTrust may have to utilize the principle amount deposited to satisfy the debt, Pre-mature Withdrawal Penalties apply.

### **Legal Process Against Your Deposit**

HCBTrust will comply with any legal process from a governmental authority to which it is subject, or court of competent jurisdiction. HCBTrust may refuse to conduct transactions in dispute until an appropriate governmental body or court has settled the legal process.

HCBTrust may charge a legal process fee, and may assess this fee against any deposit Depositor(s) maintains with HCBTrust, including the deposit that is the subject of the legal process. Levies and garnishments are subject to HCBTrust's right of set-off.

### **Deposit Ownership Transfer**

Deposits are transferable only upon the written approval of HCBTrust. HCBTrust is not required to accept any deposit assignments. Changes to beneficiary, authorized signatory or titles of the deposit must be made by the completion of a new Signature Specimen, Beneficiary Assignment and a Letter of Intent from Depositor(s).

HCBTrust reserves the right to require that any changes of ownership be accomplished by closing the deposit and opening a new deposit in the name of the new Depositor(s). This shall be treated as a new application and the Terms and Conditions stated herein applies. No pledge of the deposit as security is valid without HCBTrust's prior written approval and any such pledge is subject to HCBTrust's right of set-off. HCBTrust may assess a fee for such service.

### **Amendment(s)**

HCBTrust may at any time at its absolute discretion and upon written notice to the Depositor(s), change any one or more of these Terms and Conditions. Such change(s) shall take effect from the date in the notice, which in most instances, shall be no less than thirty (30) days from the date of notice.

Where the Depositor(s) continues to operate the Account(s) after such notification, the Depositor(s) shall be deemed to have agreed with and accepted the amendments. If the Depositor(s) does not accept any such amendments, the Depositor(s) shall forthwith discontinue operating the Account(s) and instruct HCBTrust to close the Account(s).

In the event that HCBTrust decides in its absolute discretion to discontinue the provision of any type of Accounts governed by these terms and conditions permanently, HCBTrust shall give written notice of such discontinuation to Depositor(s). Such discontinuation shall take effect from the date stated in the notice, which in most instances, shall be no less than thirty (30) days from the date of the notice.

### **Waiver**

No failure or delay by HCBTrust in exercising or enforcing any right or option under Terms and Conditions shall operate as a waiver thereof or limit, prejudice or impair HCBTrust's right to take any action or to exercise any right as against the Depositor(s) or render HCBTrust responsible for any loss or damage arising therefrom.

### **Severability**

If any one or more of the provisions in these Terms & Conditions are deemed invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions of these Terms and Conditions shall not in any way be affected or impaired.

### **Third Party Rights**

A person who is not a party to any agreement governed by there Terms and Conditions has no right to enforce any of these Terms and Conditions.

### **Resolving Disputes (Arbitration)**

In most cases, disputes will be resolve via the telephone, telex, electronic mails and facsimile or within HCBTrust itself. Unresolved disputes are subject to final, binding arbitration.