

## Quercus Valley Holding Limited AML/CFT Agreement


As a part of New Zealand's anti-money laundering and counter financing of terrorism rules (known as AML/CFT), we are required by law to gather accurate information about our customer's identity and business operations before we provide services to them. We furthermore, are required to ensure that we conduct regular auditing of activities through our services to you.

For more information about the New Zealand AML/CFT regime, please click [here](#).


Please follow all instructions detailed below, and **type** in your answers. This document must be printed, signed & scanned back with appropriated below mentioned documents before the services can start. For any questions, please contact your reception staff member.

NZBN	
GST number	
Legal name of the person or legal entity entering contract:	
Type of entity (Company, Trust, Partnership of individual)	
Registered address (personal for an individual):	
Citizenship of this person or country in which entity is registered:	
What is your primary business address? (place you conduct business)	
If your entity is an overseas entity*	
<ul style="list-style-type: none"><li>• List all directors, and their percentage of allocation</li><li>• List all shareholders, and their percentage of allocation</li><li>• A recent bank statement or utility bill that includes the customer's residential address and is less than 12 months old</li></ul>	
*Please attached the certificate of incorporation for the entity	
Name of person signing agreement:	
Citizenship of this person:	
Name(s) of people/employees using services/we may be in contact with:	
Citizenships of these people:	

State the nature and purpose of your business relationship with Quercus Group Limited: Eg company registration, extra office space, mail handling to reduce admin, etc.	
Please state your payment method (if by bank transfer or direct debit, please specify the bank account number and branch).	
List the countries with which your entity has a regular business relationship with:	
Please type your forwarding address (You can only have one, and this is where we will forward mail/packages too)	
Source of Wealth	Income earning 、 Sales of Property 、 Parents Gift Other (Please Specify) 、 Investment or/and savings Inheritance
Source of Fund <ul style="list-style-type: none"> <li>List the business for the fund and provide the supportive documents, include but not limited to the contracts, invoice and the tax clearance documents.</li> </ul>	Income earning 、 Sales of Property 、 Parents Gift Other (Please Specify) 、 Investment or/and savings Inheritance
List any countries from which you will receive funds and any countries to which it is likely or possible you will remit funds	

 Confirm that you are NOT a retail client with residence in the United States

\*A United States resident means any of the following: any natural person resident of the United States; any company, partnership, or other legal entity created or organised under the laws of any jurisdiction of the United States; a branch or agency of a foreign entity located in the United States; a trust of which the trustee is a United States resident; an estate of which a United States resident is the executor or administrator; or any account held for the benefit of a United States resident. In according with U.S. tax laws and foreign exchange tax obligations, QUERCUS is unable to provide service to a U.S. Resident

 Common Reporting Standard ("CRS") Declaration: Country or Countries of Tax Residence (other than New Zealand),

Overseas Country of Tax Residence	
Overseas Tax ID number	

\*Please provide the correlated document for the Tax certification and the clearance documents



Is any person who is signing this Account Opening Form, any of the followings:

A Director or senior manager of publicly listed company	No / Yes (Please Provide details)
Politically Exposed Person (PEP)*	No / Yes (Please Provide details)

\*politically exposed person is an individual who holds, or has held at any time in the preceding 12 months, in any overseas country, certain prominent public functions, including heads of state or of government, government ministers, senior judicial or military officials, senior foreign representatives, ambassadors or high commissioners, senior executives of state/government owned enterprises and Reserve Bank governor (or equivalent position). The definition includes any immediate family member of the individual (i.e. spouse, partner, child, parent etc.) and certain known associates (having regard to publicly available information) of an individual who is a PEP.

By signing this agreement, you agree that any changes in your entities structure, payment method, or the general nature of the business relationship with Ysquared Limited must be reported to us as soon as practically possible.

Ysquared Limited's AML/CFT compliance officer will contact you shortly to gather any potential further identification and verification information from you. We are required to gather these documents under our AML/CFT obligations.

We thank you in advance for your assistance with these procedures.

Sincerely yours,

Mead Wang

AML/CFT compliance officer

Quercus Valley Holding Ltd

Suite B, 2D-5 Ceres Court,

Rosedale, Auckland 0632

Ph:09-281 4680

M: 021 363861

Email: info@quercusgrp.nz

**Client signature:**

**Date:**

## Terms and Conditions

### 1. Description of Services

- Provide for the exchange of New Zealand currency into foreign currencies and the exchange of foreign currencies into New Zealand currency. QUERCUS may use the services of third party to provide some or all of these services to the client
- Dealing in non-cash payment products
- Provide any relevant online information inquiry service

### 2. Written terms and conditions to prevail

- these terms and conditions apply to all of your Applications/Agreements with us, whenever those Application/Agreements were entered into. To the extent there is any inconsistency or conflict between these terms and conditions and any previous terms and conditions disclosed by us to you, these terms and conditions will apply and you agree, to the extent applicable, that adoption of these terms and conditions will constitute an agreed variation of any existing Applications/Agreements you have with us.

### 3. Client Warranties

- Client is responsible for ensuring that the use of the services is in compliance with all applicable laws, including, without limitation, laws intended to prevent money-laundering, gaming and laws intended to protect consumers against unfair debt collection. Client and not QUERCUS shall be responsible for all taxes associated with the services and/or the transfer of any funds performed hereunder, including, without limitation, income tax, withholding taxes, value added taxes (VAT), goods and services taxes (GST), sales taxes, customs and excise duty and use taxes. If it is determined that QUERCUS may owe any such taxes, Client shall promptly reimburse QUERCUS therefore.

4. Resolution QUERCUS shall be responsible for responding to and resolving inquiries and complaints from Clients arising out of the use of QUERCUS's services by Clients.

### 5. Indemnity and limitation of Liability

5.1 Client will defend, indemnify and hold harmless QUERCUS from any claims, damages or losses ("Losses") relating to all services processed hereunder, except to the extent such Losses arise by reason of QUERCUS's breach of the terms and conditions of this Application Form and Agreement for Services. In such an instance QUERCUS's only responsibility for damages on error, delay, nonpayment, negligence (apart from QUERCUS responsibility to assure re-payment of the principal amount actually received from Client or a Customer), shall be limited to a refund of the service fee paid in connection with the affected transaction.

5.2 Under no circumstances will QUERCUS be liable to Client or Customers for indirect, exemplary, incidental, special, or consequential damages, whether or not either party knew or had reason to know that they might be incurred. In no event shall QUERCUS's aggregate liability to Client under this Agreement for any reason exceed the lesser of the amount of fees paid hereunder to QUERCUS during the sixth month period prior to when the claim arose or fifty thousand dollars (\$50,000 NZD).

5.3 In particular, the client agrees that where QUERCUS is unable to complete the provision of services to the client as a result of external events, (e.g. a collapse of financial services, the freezing of QUERCUS or its agents or associated companies bank accounts by any bank, government or authority, force majeure etc), QUERCUS's only obligation is to repay an amount equivalent to the amount originally paid to QUERCUS, as and when it is reasonably able to do so.

6. Terms and Termination QUERCUS may terminate or suspend this Application Form and Agreement for Services or any services to the client at any time without notice if QUERCUS determines in its sole discretion that the client is using the services to transmit funds

**6.1 for gambling (including, without limitation, betting on sporting events) to or from New Zealand or any other jurisdiction where such transmission may be illegal;**

**6.2 in any way which may violate anti-money laundering laws of the New Zealand or any jurisdiction to or from which the money is transmitted;**

**6.3 for any other purpose which may violate applicable law, banking regulation or QUERCUS policy. QUERCUS may also terminate or suspend this agreement or the services without notice to the client if QUERCUS determines that any information provided by the client is false or misleading or that the client has breached or defaulted under any term of this agreement. QUERCUS may terminate this Application Form and Agreement for Services at its sole discretion upon thirty (30) days written notice.**

## **7. Miscellaneous**

**7.1 this Application Form and Agreement for Services, together with any addenda attached hereto, represents the entire agreement of the parties with respect to the subject matter hereof, and may be modified only in writing signed by duly authorized representatives of the parties to be bound thereby. The client may not assign or otherwise transfer its rights and obligations pursuant to this Agreement without QUERCUS's prior written consent. This Application Form and Agreement for Services and the performance of the parties hereunder is governed by the laws of the New Zealand, as applicable, without regard to their conflicts of laws rules which might require the application of the law of another jurisdiction.**

**7.2 High Risk countries are Algeria, Ecuador, Ethiopia, Indonesia, Myanmar, Pakistan, Syria and Turkey.**

**QUERCUS EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE ACCURACY OF ANY THE CONTENT PROVIDED, OR AS TO THE FITNESS**