

## ACCOUNT OPENING FORM FOR CORPORATE CLIENTS

Account Base Number:  

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### I. Client Details

Corporate name: 

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*Date & Country of 1st Incorporation*

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*Commercial Register number*

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*Purpose of the Company*

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*Legal status*Address of the registered office of the Client  
(seat)Address/Country (if different from the  
registered office of the Client)

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Name and Address of the Representative  
(if applicable)

Country of tax residence

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**Mailing Instructions / Address of  
correspondence**


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Number of copies

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In addition to correspondence via courier to be sent according to the mailing instructions, the Client asks the Bank to correspond via the following means:

- telephone number:

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- e-mail address:

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**II. Client Details**

Account Currency:

CHF \_\_\_\_\_ USD \_\_\_\_\_ EUR \_\_\_\_\_

other(s) \_\_\_\_\_

The Bank may credit remittances received in a currency for which there is no corresponding bank account to an already existing account, or may open a new account for that currency or may maintain them in the currency received.

**III.**
**IV. Disclosure Authorization/Proxy/  
Contact person**

In case of loss of contact with the Client or dormancy of the Bank account, the Client

- authorizes the Bank to contact:

Name:

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Contact details:

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and to collect and provide all information about the account as is necessary in the best interest of the Client.

**V. Documents**

In addition to this Account Opening Form, the following regulations/conditions also apply to this account/custody account relationship (tick the applicable regulations/conditions):

- General Terms and Conditions
- General Deed of Pledge and Assignment
- General Credit Facility Conditions
- Framework Credit Agreement
- Conditions for Exchange Traded Derivatives and Derivative Transactions executed on the Over-The-Counter Market and Foreign Currency Trading
- Securities Lending Regulations
- Brochure regarding Special Risks in Trading Financial Instruments

and govern the agreement between the Bank and the Client (the **"Agreement"**).





**VI. Continuation of Agreement, Signatory and Representation Powers, change and update of Information**

The Agreement, the signatures communicated to the Bank and the associated signatory and representation powers are valid until they are revoked by specific written notification to the Bank, irrespective of any entries or deletions in any commercial register and also in the event of bankruptcy or Client's representative death, or incapacity to act, or declaration of absence (Art. 35 of the Swiss Code of Obligations).

The Client or its authorized representative must immediately inform the Bank in case a decision rendered by any authority against him/her/it is affecting or restricting his/her/its right and power of disposal of his/her/its assets, such as but not limited to bankruptcy.

The Client undertakes to immediately inform and update the Bank on any change affecting the information contained herein, failing which the Client irrevocably waives all rights against the Bank related thereto.

Place and Date: \_\_\_\_\_

Client:

1. \_\_\_\_\_  
(Name and Signature)

2. \_\_\_\_\_  
(Name and Signature)

**VII. Governing law and jurisdiction**

All legal relation between the Client and the Bank are governed by Swiss law.

Place of performance and debt collection for the Client domiciled or residing outside of Switzerland, as well as the place of jurisdiction for all proceedings, irrespective of the domicile or the residence of the Client, is Geneva, Switzerland.

The Bank is however entitled to sue or initiate any legal proceedings against the Client in any competent court or before any other competent authority at the Client's domicile or seat or before any other court or before any other competent authority, in which cases Swiss law shall exclusively apply.

The Client waives any objection on the applicability of Swiss law or on the ground of venue or forum non convenience or any similar grounds.

To be completed by the Bank (CR)

Date and Signature

## GENERAL TERMS AND CONDITIONS

The business relationship between Credit Europe Bank (Suisse) SA (hereafter “**the Bank**”) and any natural person or legal entity (hereafter “**the Client**”), shall be governed by these General Terms and Conditions, and all relevant documents supplied by the Bank to the Client at the time the account is opened as well as any other agreement signed between the parties, the laws and regulations in force in Switzerland, the rules and customary practices established by the International Chamber of Commerce and by standard banking practices as applicable in the financial sector.

### 1. Account opening and power of disposal

The Bank shall open one or more accounts for the Client when he has accepted the account-opening form together with documents completed and provided to the Bank's satisfaction. The Bank may at all times solely rely on the signatures and signing powers the Client communicated in writing to the Bank. They shall remain valid, notwithstanding any conflicting or divergent entries in any commercial register or publication, until revoked in writing.

### 2. Signature verification, proof of authority and e-signature

The Bank verifies the identity of the Client and its representatives by comparing the signatures with the deposited specimens. The Bank is under no obligation to undertake a more thorough verification of identity but is entitled to do so. The Client shall take all necessary measures to prevent the unauthorized use of its signature and of the signature of its representative(s).

The Bank shall not be responsible for any fraudulent use of the Client's signature and of the signature of its representative(s) whether genuine or forged, by a third party, except to the extent that the Bank shall be guilty of gross negligence.

#### e-signature

Unless otherwise provided by law, regulation the Bank is entitled, at its own discretion, to accept Bank's documents and contracts signed by the Client electronically via electronic signature's solutions and certificates from services providers such as Docusign.

Unless otherwise provided by law or regulation, electronically accepted/signed documents have the same legal effects as documents signed by hand, and they represent the original. Furthermore, all documents kept by the Bank in electronic form, including contractual documentation, have the same force as means of evidence as written/hard copies.

The Client bears any and all risks and losses resulting from the use of electronic signature's solutions and certificates and the Client releases the Bank from any liability in this respect, except in case of intentional wrongdoing or gross negligence on its part, for which the Client bears the burden of proof. The Client acknowledges and agrees that the Bank is entitled to produce in court a copy or an electronically signed/accepted document instead of an original document with the same force as means of evidence. The Client also accepts the validity of the Client's signature (whether electronic or by hand) on the documents sent electronically even if the Bank is not

in possession of the originals. The Client further waives any objection or claim he may have regarding the formal validity of a scanned document sent electronically and grants a full discharge to the Bank in this respect.

The Client shall keep all original documents in case only scanned copies are provided to the Bank (if accepted by the Bank at its own discretion) and bears all risks related to the destruction of original copies. The Bank is entitled, at its own discretion, to require at any time that the Client returns original signed documents.

### **3. Legal incapacity**

Losses or damages resulting from legal incapacity of the Client (whether a natural person or a legal entity) or its representative(s) that is not notified to the Bank in due time, shall be borne by the Client, except to the extent that the Bank shall be guilty of gross negligence.

### **4. Communications**

The Bank and the Client may use any means of communication (in particular, mail, telephone, e-mail or Direct Banking). All communications from the Bank shall be deemed to be validly transmitted to the Client when sent to the Client in accordance with its latest instructions, or, for its protection, in a manner which deviates therefrom. The date of the copies or on the mailing records of the Bank shall be deemed to be the date (time) of dispatch.

The Client agrees to update personal information provided to the Bank at the time of the account opening, such as name, address, registered office, nationality, (including any modification or acquisition of an additional nationality), marital status, tax status especially in regard with the United States of America, (US or non-US person), and all other relevant information, in particular relating to (i) the prevention of money-laundering and combating the financing of terrorism,

(ii) The investor profile and notably the Client's risk tolerance and (iii) the Client's qualified investor status under the meaning of the Swiss Federal Law on Collective Investment Schemes (CISA), and to communicate any changes to the Bank in the shortest time but no later than **within 30 (thirty) days**. The Client acknowledges that the modification of any personal information (which may concern the Client, a representative and/or a Beneficial Owner) may be applicable to any other relation(s) with the Bank.

The Bank shall incur no liability/responsibility whatsoever and the Client undertakes to hold the Bank harmless from all claims/liabilities arising from any wrong, inaccurate, belated or incomplete personal information provided by the Client, in particular regarding the Client's tax status.

### **5. Client's orders and instructions**

If the total amount of various orders given by the Client exceeds the credit balance on the account(s) or the available credit facilities, the Bank shall be entitled at its sole discretion to determine which of such orders or instructions it will execute in whole or in part, or will not execute irrespective of the dates and times of dispatch or receipt of such orders or instructions. The Client agrees that the Bank may request the Client to advance the necessary funds before executing such orders. Payment instructions are irrevocable as soon as the amount is debited from the Client's account.

### **6. Non-execution or incorrect execution of Client's orders and instructions**

In the event of loss or damage due to the incorrect execution or unjustified non-execution of orders or instructions, or untimely execution of orders or instructions, the Bank shall be liable for loss of interest only, unless the Bank has been notified timely and in writing of the risk of more



extensive loss or damage likely to be suffered, in any particular case. Should the Client fail to notify the Bank, such loss or damage shall be borne by the Client. However, stock exchange transactions are executed at the sole risk of the Client. Regardless of the type of order or instruction, the Bank shall be liable only for damage caused directly by the non-execution or incorrect execution of the order or instruction in question and shall not be liable for any lost profit or any other type of indirect damage.

In any case, the Bank shall be authorized to refuse to execute, to postpone or even cancel the execution of unlawful, ambiguous, poorly worded, imprecise, incomplete, non-executable or erroneous orders or instructions, including orders considered contrary, in the sole and absolute discretion of the Bank, to regulations, sanctions and trade restrictions directly or indirectly applicable to the Bank, to the proper business conduct requirement, or when it doubts the originator's authority or identity or when the execution would expose the Bank to a credit risk (e.g. in case of a short sale of securities, a purchase without having the necessary liquid assets or an insufficient credit limit) or when the Client does not otherwise comply with the special requirements and conditions applicable to the execution of orders and instructions, for instance in the Direct Banking. The Client shall solely bear the risks arising from such orders or instructions, as well as those arising from the absence of instructions or the late receipt of instructions by the Bank.

In addition, the Client releases the Bank from any liability in the event of the non-execution, postponement, cancellation, or delayed execution of any type of transaction or a transfer resulting from a request for information or documents from any third party involved in the execution of the Client's order, in particular due to an investigation, whether external or internal, relating to money laundering or to individuals or entities that may be or are subject to sanctions or trade restrictions.

## 7. Transmission risks

Any loss or damage resulting from the use of mail, telephone, e-mail, Direct Banking or any other means of transmission, in particular that arising from any delays, losses, misunderstandings, mistakes, interceptions, distortions, duplications, or counterfeits, shall be borne by the Client, except to the extent that the Bank shall be guilty of gross negligence.

The Client acknowledges, in particular, the risks of fraud resulting from the use of mail, telephone, facsimile, e-mail, Direct Banking or any other means of transmission and shall therefore take all necessary measures to prevent unauthorized third parties from gaining access to documents, instruments, computers, e-mail accounts and Direct Banking, or other means of transmission used to communicate with the Bank. The Client undertakes to hold the Bank harmless from and against any and all damages, losses and claims arising therefrom.

## 8. Client's Complaints and Claims

Complaints of the Client regarding the execution or the non-execution of any instructions, orders or any objection to any advice notices, account statement, portfolio statement or other communications from the Bank must be referred in writing to the Bank immediately after the Client has received it or became aware of it, but no later than **30 (thirty) days** from the date on which they were communicated. In the same manner and with the same effect, notice must be given immediately to the Bank, when an expected notice from the Bank is not received by the Client in due time. In the absence of such timely complaint, the advice, account statement, portfolio statement or other communications from the Bank will be deemed to be correct and ratified by the Client, for all the items entered therein, saving all reservations made by the Bank and in accordance with the terms shown on each statement.

All losses or damages resulting from late presentation of a complaint shall be borne by the Client. In all events, the right of the Client to file a claim against the Bank shall be deemed irrevocably waived if such claim is not filed within one year from the date on which the debit, purchase, sale or any other transaction that the Client challenges has been communicated to the Client.

## 9. Deposit and withdrawal of funds

The Client undertakes to notify immediately the Bank should any amount be credited erroneously to the Client's account and to reimburse that amount, even if it is transferred elsewhere.

The Bank shall, at its sole discretion, execute instructions to withdraw account funds or assets, either by paying out the amount in cash, or by remitting a bank check, or by transferring funds or assets to an account with another bank designated by the Client.

## 10. Indemnification Clause

The Client undertakes to hold harmless, to release and indemnify the Bank, its respective directors, corporate bodies, officers, employees and representatives (hereafter referred to as the "**Indemnified Person(s)**") from and against all actions, proceedings, claims, liabilities, losses, costs, expenses or damages of any sort (the "**Claims**") which may be brought against the Bank and/or the Indemnified Person or (in)directly incurred in relation to any act or omission, the acceptance/execution or non-acceptance/execution of any instruction or order from the Client, its representatives, or its beneficial owner, or relating to the Client's account or any asset deposited thereon at any time.

The Client undertakes to reimburse and/or to pay advances to each of the Indemnified Persons, upon their first request, all expenses as well as legal and other fees incurred or to be incurred by them in the event that legal proceedings are commenced in relation to any Claim.

The Client authorizes the Bank to debit any account, sell or liquidate any of the assets under the Bank's control or custody and to recover all sums due to any of the Indemnified Persons in relation to any Claim.

The Client also consents to the disclosure of the Client's identity and information insofar such disclosure may be useful to protect an Indemnified Person against any Claims and waives banking secrecy accordingly.

This indemnification duty applies regardless of any fault of the Client, except in case of willful misconduct or gross negligence on the part of the Indemnified Person.

## 11. Compliance with law

The Client shall be responsible for complying with all laws and regulations applicable to him. This also includes its obligation to declare and pay taxes.

## 12. Tax status of the Client

The Client shall be responsible for providing the Bank with information required for the Bank to fulfill all its contractual, legal or regulatory obligations, either voluntarily or at the Bank's request. The Client undertakes to inform on its own initiative the Bank within the shortest time but within **30 (thirty) days** of any material change, in particular a change of tax domicile or permanent address. The Client shall be responsible and liable vis-à-vis the Bank for any damages, losses, liabilities, claims of any sort, which may result from receiving incorrect, incomplete or late information about the Client's tax status. The Client is responsible for fulfilling any obligation with respect to the filing of returns or other required documentation in respect of and the payment of all relevant taxes, including without limitation all income, capital gains, wealth and estate taxes. The Bank does not provide any legal

or tax advice and the Client undertakes to seek legal/ tax advice experts.

### **13. Fees, commissions, interests, charges and taxes**

Fees, commissions, interests, charges, and taxes, which have been agreed upon or are standard, shall be credited or debited to the client immediately, monthly, quarterly, every six months or annually at the discretion of the Bank. The Bank may also charge an administrative fee for accounts with balances below the minimum from time to time, at the discretion of the Bank. Fees, interests and commissions are payable to the Bank without any deductions. Disbursements, taxes and charges of any kind, incurred both in Switzerland and abroad, are borne by the Client. The Bank is authorized to debit any fee, commissions, interests, charges and taxes from the Client's account. The Bank reserves the right to modify at any time its fees, commissions and interests rates, and to inform the Client of any modification in any appropriate form.

### **14. Credits in foreign currency**

Except where agreed to the contrary between the Client and the Bank, the credits to the Client's account in a currency other than that of the account may be converted by the Bank at its discretion into the currency of the Client's account.

### **15. Assets in foreign currency**

The Client's account balances denominated in currencies other than the Swiss franc will be deposited in this foreign currency with correspondents of the Bank abroad, within or outside the currency area in question, in the Bank's name but for account and at the risk of the Client. Such balances are subject to all taxes, duties, restrictions and other measures imposed by the authorities of the country of the currency or of the deposit,

and the Bank assumes no liability and no obligation towards the Client as a consequence of the above measures and restrictions or of any other facts of similar nature.

### **16. Disposal of assets in foreign currencies**

Subject to the agreement of the Bank (which may be revoked at any time without prior notice), the Client may dispose of balances denominated in currencies other than the Swiss franc only by means of either a check drawn by the Bank or a postal or telegraphic transfer, denominated in the currency of the account, and requested by the Client in writing or by tested cable. The Bank will consider every check drawn on it and denominated in a currency other than the Swiss franc to be a request for payment by means of either a check drawn by the Bank on or a telegraphic transfer to a correspondent of the Bank in the country of the currency in question. Other means of disposal shall require the prior written approval of the Bank.

At its sole discretion, the Bank may disregard the above provisions and pay checks drawn on it by the Client and denominated in a currency other than the Swiss franc. In such a case, the Bank will debit the Client's account with an amount equivalent to the amount of the check, computed at the rate of exchange prevailing on the date of payment by the Bank.

### **17. Discharge of obligations in foreign currencies**

The Bank may at any time and at its sole discretion discharge all of its obligations to the Client arising out of its account in a currency other than the Swiss franc by sending to the Client a check denominated in the currency of the account. Such a check, drawn to the order of the Client in an amount equal to the credit balance in its account, may be accompanied by other docu-





ments, which the Bank considers, at its sole discretion, necessary in order to transfer to the Client all rights which the Bank may have regarding the funds in question.

#### **18. Bills of exchange, checks and similar instruments**

The Bank shall be entitled to debit the Client's account for any unpaid bills of exchange, checks, or similar instruments previously credited or discounted, in as much as the collection of funds subsequently fails or where the amount thereof is not available. The same shall apply to paid checks that are subsequently deemed lost, counterfeit or deficient. Notwithstanding the foregoing, all payment claims which arise from such instruments shall remain with the Bank.

#### **19. Waiver of responsibility for bills of exchange, checks and similar instruments**

The Bank disclaims any responsibility where bills of exchange, checks or notes have not been presented or protested in time or where recourse has failed to be exercised (unless such delay or failure are not due to the gross negligence of the Bank), and in particular, where instructions to the Bank, or the text of notes, bills of exchange or checks are incomplete or unclear, where such instruments do not reach the Bank within a reasonable period before presentation date or where other factual circumstances make presentation, protest or exercise of recourse particularly difficult. In arranging for the collection or protest of drafts or similar instruments at places lacking adequate banking services, the Bank shall not be liable for timely presentation.

The Bank also disclaims any responsibility for non-payment or late payment of payable at the Bank whenever funds to cover the same are not

placed at the disposal of the Bank at least one business day prior to the due date.

The Client shall be liable for any damages resulting from the loss, fraudulent use, or falsification of bills of exchange, checks notes, or other negotiable instruments even if the Client is not at fault

#### **20. Documentary transactions**

In carrying out all documentary transactions, the Bank assumes no responsibility whatsoever with respect to the form or authenticity of documents or instruments, or with respect to the condition or conformity of merchandise represented thereby. The Bank shall not, without its express consent, be designated as addressee or consignee of merchandise.

#### **21. Overdraft on current accounts**

In the event of overdrawn amounts on its current account, the Client undertakes to reimburse the Bank on first demand the amounts so overdrawn, together with interest thereon at a rate which will be fixed by the Bank on a case-by-case basis.

#### **22. Time deposit**

At the initial opening of a time deposit, a confirmation will be issued to the Client stating the principal sum, opening and maturity dates and the rate of interest paid at maturity.

Unless the Client otherwise instructs the Bank at least 5 (five) business days prior to any maturity date, the Bank will renew the deposit for an equal time period at the prevailing interest rate for the principal sum and unwithdrawn interest. The deposit may be terminated in whole or in part prior to maturity, subject to legal requirements at the place of the deposit and in Switzerland, to costs and penalties of early termination and to withholding of taxes, if any.

**23. General authorization for Securities Lending**

Unless otherwise agreed in writing between the Client and the Bank, the Client authorizes the Bank, for the purposes of Securities Lending, to borrow securities eligible for lending from all safekeeping accounts identified under the Client's Account Base number. In addition, the specific Securities Lending Conditions shall apply.

**24. Book entry securities**

Where needed, the Client authorizes the Bank to register its shares in the share register of the company that emitted the purchased shares.

The Client declares not to hold the shares otherwise than on its behalf and its own legal and financial property and not as trustee or otherwise for any third party and undertakes to inform the Bank of any change of these circumstances.

**25. Special conditions**

In addition to the present General Terms and Conditions, certain transactions and services are governed by special conditions (e.g. documentary transactions, credits, loans and advances etc.).

Furthermore, stock exchange and foreign exchange transactions are subject to the customs of the place of execution; documentary credits are subject to the relative Uniform Customs and Practice published by the International Chamber of Commerce; collections are subject to the Uniform Rules for Collections issued by the same chamber; also applicable are the different conventions of the Swiss Bankers' Association concerning payments discounts, etc.

**26. Banking Day**

Banking Day means a day (other than a Saturday or Sunday) on which banks in Geneva (or elsewhere for the purpose of disbursements or payments in the relevant currency) are open for general business.

**27. Recording of telephone conversations**

The Client notes and accepts that its telephone conversations and those of its representatives with the Bank may be recorded internally, to safeguard the accuracy of the transactions and ensure the authenticity of telephone instructions. The Client shall be required to ensure that its representatives or any person likely to be involved in the business relationship is informed of and also consents to the recording of its telephone conversations with the Bank.

With respect to misunderstandings and errors, the Client is precluded from invoking any mechanical failure of the recording system, which may have occurred, or the fact that a conversation has not been recorded. The Bank retains these recordings for a limited period that it freely determines, subject to any legal or regulatory obligation. The Client accepts that such recordings may be produced as evidence by the Bank in court proceedings in the event of dispute between the Client and the Bank.

**28. Data processing and protection, banking secrecy, and other confidentiality provisions**

The Bank, its governing bodies, employees, auxiliary persons, and agents are subject to various duties of confidentiality based on data protection law, banking secrecy provisions, in particular pursuant to article 47 of the Federal Law on Banks and Savings Banks of November 8, 1934, and other legal and contractual confidentiality





provisions. The Bank will therefore handle and is authorized by the Client to collect and process data related to the Bank's relationship with the Client, which in particular includes data related to the Client and any beneficial owners, controlling persons, beneficiaries, authorized agents and representatives, guarantors and other individuals involved in the banking relationship (the "**Client Data**"), in compliance with such confidentiality obligations.

The Client confirms having reviewed the *"Information from the Swiss Bankers Association (SBA) regarding the disclosure of client data and other information in international payment transactions and investments in foreign securities"* available at the following link:

[Guideline handling data in day-to-day business.pdf \(swissbanking.ch\)](#)

The Bank takes the appropriate measures to comply with banking secrecy and protect the Client Data.

**The Client nevertheless releases the Bank, its governing bodies, employees, auxiliary persons, and agents from the duties of confidentiality based on data protection law, banking secrecy and other legal and contractual confidentiality provisions, waives bank client confidentiality and authorizes the Bank to disclose the Client Data as follows:**

a) for the purpose of **conducting all acts necessary and customary in the business in connection with the banking relationship** (including, without limitation, handling and processing of instructions, orders and notifications, communication with the Client, maintenance of the account, opening or closing of accounts and sub-accounts, use of services, products and systems, in particular IT infrastructure and systems), in which case the Client Data may be shared by the Bank with other

entities located in Switzerland or abroad, and in particular with Credit Europe Bank NV in the Netherlands; the Bank may share Client Data to provide clients services and products on a worldwide basis, use available resources and expertise, meet compliance obligations and ensure consolidated supervision as may be applicable as well as global management of compliance, legal, reputational and other risks;

b) for the purpose of **performing transactions on behalf of the Client involving Swiss or foreign securities and similar rights or other financial instruments** requiring disclosure of the identity of the Client and/or the Beneficial owner(s) or other Client Data, in which case Client Data may have to be disclosed to third parties located in Switzerland or abroad;

c) For the purpose of **money transfers for the Client processed through the Society for Worldwide Interbank Financial Telecommunication ("SWIFT")**, as they require extensive information about the ordering Client and the Beneficial owner to be stored both with corresponding banks and at locations where SWIFT is doing business. Information is thus stored outside of Switzerland and will not be protected by Swiss Data Protection Laws and Banking secrecy. The Client confirms being aware of the interception risks;

d) for the purpose of **executing payments ordered by the Client**, both for domestic and international payments, in which case Client Data may have to be disclosed to third parties;

e) for the purpose of **executing commercial transactions and for bilateral arrangements or hedging purpose**, in which case the Bank may at its sole discretion syndicate, assign, transfer to third parties or otherwise securitize relevant account receivables, other assets or claims such as



but not limited to letter of credit, bilateral finance, etc.;

f) in order to **comply with legal or regulatory obligations** (including tax obligations), as well as to safeguard legitimate interests, in which case Client Data may have to be disclosed to third parties, including supervisory authorities in Switzerland or abroad;

g) For **security purposes**, in particular to protect the Client and the Bank from improper or criminal activities.

The Client acknowledges that any **data transferred abroad is then no longer protected by Swiss law, in particular, Swiss banking secrecy** but by the relevant foreign law **which may not necessarily provide an equivalent or adequate level of protection of data**. Foreign laws and regulations may require the disclosure of such data to authorities or other third parties. In this case, the use of Client Data is not controlled by the Bank.

The authorization granted to the Bank to disclose Client Data pursuant to this article shall not expire upon termination of the banking relationship or upon the death, declaration of absence, incapacity to act or bankruptcy of any of the parties. Furthermore, this authorization shall remain valid until it is revoked in writing by the Client. However, the authorization granted to the Bank remains valid to the extent that it is required to successfully enforce the Bank's claims or if it is required for any other purposes in the interest of the Bank.

## 29. Outsourcing

The Bank may outsource to Credit Europe Bank NV in the Netherlands as well as to other external service providers in Switzerland or abroad certain of its activities or services related to its activities, such as the creation, development, maintenance and any other processing of computer applications or databases, the storage of

client data, the administrative processing of banking transactions on any securities whatsoever, credit and credit risks, administrative tasks and all tasks in which special expertise outside the Bank's core activities is required.

Delegates with Credit Europe NV in the Netherlands or other external service providers are carefully selected, instructed, and monitored by the Bank. In accordance with the applicable legal requirements and regulatory obligations, the Bank takes appropriate technical, organizational, and contractual measures to preserve the confidentiality of Client data that are affected by the outsourcing. In particular, the Bank verifies that the respective delegate with Credit Europe Bank NV in the Netherlands or the external service providers comply with their obligations for the purposes of preserving data security and confidentiality, particularly in terms of access to data in accordance with the "need to know" principle. Consequently, only those persons who need to access personal data in order to perform the outsourced services will be authorized to access such data.

**In case of outsourcing as indicated above, the Client expressly authorizes the Bank to transfer to Credit Europe Bank NV in the Netherlands and to other external service providers in Switzerland or abroad all information and documents relating to the business relationship with the Client, including, without limitation, contractual documentation, know your customer (KYC) information and documentation, account statements and correspondence, transaction orders and instructions as well as any information contained in these documents or in the Bank's databases, which may include, in particular, data enabling the personal identification of the Client, the beneficial owner(s), the controlling persons, the holder(s) of power of attorney, as well as transactional and financial data, which may also include data relating to counterparties, unless otherwise agreed**



(hereafter the "Authorized Data").

**In case of transfer of Authorized Data, the Client releases the Bank from its duties of confidentiality based on data protection law, banking secrecy and any other legal or contractual confidentiality obligation. The Client acknowledges that any data transferred abroad is then no longer protected by Swiss law, but by the relevant foreign law which may not necessarily provide an equivalent or adequate level of protection of data. Foreign laws and regulations may require the disclosure of such data to authorities or other third parties. In this case, the use of Client Data is not controlled by the Bank.**

### 30. Dormant assets

The Client shall take all necessary measures to ensure that regular contact is maintained with the Bank, such as the appointment of a proxy or a contact person (hereafter "**the Attorney(s)**"). The Client shall immediately communicate to the Bank in writing any change in the personal situation of the Attorney(s), in particular its/their address. The Client acknowledges that such Attorney(s) are not subject to banking secrecy and expressly releases the Bank from any liability whatsoever in that respect. In case of loss of contact with the Client and/or the Attorney(s), the Bank shall, at its own discretion and depending on the value of the assets deposited, conduct investigations in Switzerland or abroad: the Client undertakes to bear expenses related to such investigations. Should the contact not be reinstated, then the Bank must announce dormant assets to a Swiss investigative organization subject to banking secrecy whose task is to centralize data related to dormant assets.

This authorization is valid until it is revoked in writing by the Client. The authorization shall not expire in case of civil incapacity, death, bankruptcy or similar procedures.

### 31. Termination of business relationship

The Bank reserves the right at any time and at its own discretion to terminate its business relationship with the Client with immediate effect and in particular a right to cancel term and forward transactions and credits approved or granted. In such case, all transactions will be settled, and outstanding credits become payable immediately, unless otherwise agreed in writing by the parties.

If the Client is in default when business relations end, failing its instructions, the Bank may sell the assets in the account and make the proceeds available to him in whatever form it deems convenient, including as cash or a cheque.

### 32. Rights of pledge and assignment

**As a continuing security for all present or future claims the Bank may have against the Client, irrespective of the maturity date or nature of such claims or of the currencies in which they are denominated, the Bank has a first-rank pledge and an assignment as collateral security on all Client's assets and receivables, as determined in the General Deed of Pledge and Assignment of the Bank.**

### 33. Right of set-off

**For all present or future claims the Bank may have against the Client, irrespective of the maturity date or nature of such claims or of the currencies in which they are denominated, the Bank has a right of set-off.**

For the purpose of cross-currency set-off, the Bank may convert any obligation into another currency at a market exchange rate selected by it on the relevant date and determined by it on the basis of similar transactions. If the amount of an obligation is unascertained, the Client irrevocably authorizes the Bank to estimate that obligation and set-off in respect of the estimate.



### 34. Amendments of the General Terms and Conditions

The Bank reserves the right to amend these Conditions at any time. The Client shall be informed of such amendments by circular letter or by any other means that the Bank may deem appropriate, and unless contested by the Client within one month, the amendments shall be deemed to have been ratified.

### 35. Mediation

The Bank is affiliated to the Swiss Bankers Association. For any complaint about its relationship with the Bank, the Client has the possibility of applying to the Ombudsman of the Swiss Banks, Bahnhofplatz, 9, PO Box, CH-8021 Zurich, which acts as an information and mediation body with no jurisdictional competence for the Clients.

### 36. Governing law and jurisdiction

All legal relations between the Client and the Bank are governed by Swiss law.

Place of performance and debt collection for the Client domiciled or residing outside of Switzerland, as well as the place of jurisdiction for all proceedings, irrespective of the domicile or the residence of the Client, is Geneva, Switzerland.

The Bank is however entitled to sue or initiate any legal proceedings against the Client in any competent court or before any other competent authority at the Client's domicile or seat or before any other court or before any other competent authority, in which cases Swiss law shall exclusively apply.

The Client waives any objection on the applicability of Swiss law or on the ground of *venue or forum non convenience* or any similar grounds.

The Client [\_\_\_\_\_], has taken notice of the above General Terms and Conditions and expressly declares to agree with all items stipulated therein.

Date

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Authorized signature of the Client(s)

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## TO OUR CLIENTS

Geneva, December 2021

### Re : Federal Act on Financial Services (FinSA) – INFORMATION BOOKLET

Dear Client,

The Federal Act on Financial Services ("**FinSA**") entered into force on 1 January 2020. The FinSA seeks to strengthen the protection of clients by establishing the requirements for honesty, diligence and transparency in the provision of financial services, in particular through increased information and documentation requirements relating to the provision of financial services, and governs the offering of financial instruments.

The particular extent of clients' protection depends on whether the client is classified as a retail, professional or institutional client. Credit Europe Bank (Suisse) SA ("**CEB**") is responsible for categorizing its clients based on the criteria contained in the FinSA, but your contact within CEB is at your disposal should you wish to change your classification to another category providing a higher or lower level of protection, bearing in mind that any change in category may have an impact on the type of products and services that can be made available to you by CEB.

The purpose of this fact sheet is to provide our clients with general information on our financial services. Your contact within CEB will be pleased to answer any questions or requests for clarification you may have in connection with this information.

## 1. GENERAL INFORMATION

### 1.1 Information on CEB and its supervisory authority

CEB is a fully-owned subsidiary of the Credit Europe Bank NV and holds a banking license issued by the Swiss Financial Market Supervisory Authority ("**FINMA**"), which is also its supervisory authority. It can thus provide its clients with the full range of financial services covered by the FinSA.

#### Contact details CEB

Credit Europe Bank (Suisse) SA  
Rue du Rhône 80  
1204 Geneva  
Phone: +41 (0) 22 839 19 19

#### Contact details FINMA

Swiss Financial Market Supervisory Authority  
Laupenstrasse 27  
3003 Bern  
+41 (0)31-327 91 00

## **1.2 Information on the mediation process**

Your contact within CEB is at your disposal should you have any questions or complaints, or should we not meet your expectations, in order to find the best possible solution together.

If we are unable to find an amicable solution, you can contact the Swiss Banking Ombudsman, who is the mediator responsible for CEB. The mediation procedure is designed to be as fair, fast and impartial as possible. The procedure is also confidential and inexpensive, or even free of charge.

Please note that the Swiss Banking Ombudsman normally only intervenes after the client has first tried to reach an agreement with the bank.

### **Contact details**

Swiss Banking Ombudsman  
Bahnhofplatz 9  
P.O. Box  
8021 Zurich  
Switzerland  
[www.bankingombudsman.ch](http://www.bankingombudsman.ch)

## **1.3 Information on general risks in trading financial instruments**

Any transaction involving financial instruments offers opportunities but also involves risks. It is important that you are aware of and understand these risks prior to any transaction in financial instruments or any subscription for the provision of a financial service.

The Swiss Bankers Association has recently updated its brochure on "Risks Involved in Trading Financial Instruments". This brochure contains general information about the main financial services offered in connection with investments as well as on the risks involved in trading financial instruments – purchase, sale and custody. It also specifies the characteristics and risks of the main financial instruments and provides detailed information on certain specific financial instruments.

You are invited to carefully read the information contained in this brochure.

The brochure on "Risks Involved in Trading Financial Instruments" is available in four languages (English, French, German and Italian) via the following link : <https://www.swissbanking.org/fr/services/bibliotheque/directives>

## **2. SPECIFIC INFORMATION**

### **2.1 Information on the financial services provided by CEB**

The information below provides an overview of the financial services provided by CEB, always on an execution only basis. For further information, please refer to the brochure on "Risks Involved in Trading Financial Instruments". Your contact within CEB is also at your disposal.

#### **2.1.1 Services for the acquisition and disposal of financial instruments**

The services for the acquisition and disposal of financial instrument offered by CEB enable the client to buy or sell a financial instrument, regardless of an investment advice mandate or a portfolio management mandate (i.e. execution-only operations). The client thus decides itself on the transactions it intends to execute and bears the resulting risks, including when the executed transactions do not match its risk profile or investment objectives.

CEB does not verify the appropriateness of the service or the suitability of the financial instrument. The risks involved in this service are also linked to the financial instruments purchased or sold.

#### 2.1.2 Services of receipt and transmission of orders in relation to financial instruments

Under the services of receipt and transmission of orders in relation to financial instruments, CEB receives and transmits orders from clients in relation to financial instruments, in particular for the purpose of entering into derivative transactions. Such services are provided on an execution only basis. The client thus decides itself on the transactions it intends to execute and bears the resulting risks, including when the transactions do not match its risk profile or investment objectives.

CEB does not verify the appropriateness of the service or the suitability of the financial instrument. The risks involved in this service are also linked to the financial instruments related to the services.

#### 2.1.3 Loans to finance transactions with financial instruments services

The granting of loans to finance transactions with financial instruments (e.g. a Lombard loan in which portfolio investments are pledged as collateral) enable the client to invest the borrowed funds directly in financial instruments.

These financial services involve special risks, in particular risks associated with leverage effect. Leverage effect increases the potential returns, but also increases the risk of losses, as the client remains under the obligations to repay the loan, in addition to any losses suffered on the invested capital.

The granting of a loan also exposes the client to margin calls. If the value of an investment falls below a certain level, additional credit collateral may be demanded. In such cases, the investor may be required to repay all or part of the loan. In the absence of additional collateral or capital repayment, CEB is entitled to liquidate all or part of the assets pledged as collateral, even though this may not necessarily occur at the most favorable time.

### 2.2 Information on financial instruments

Besides the brochure on "Risks Involved in Trading Financial Instruments", product information documents – such as prospectus – are available for many financial instruments. These documents, insofar they are provided by the issuer, can be obtained from your contact within CEB.

### 2.3 Information on economic links with third parties

In the context of the financial services provided by CEB, conflicts of interest may arise. In particular, CEB is entitled to deal with itself or with affiliated companies for the purchase or sale of financial instruments for the client, provided that these transactions are executed at market price. CEB may buy or sell financial instruments issued by companies having a banking relationship with CEB or companies affiliated to the CEB Group.

CEB shall take appropriate measures to avoid conflicts of interest between itself and the client or between its staff and the client. Where such conflicts of interest cannot be avoided by proportionate organizational means, CEB also ensures that the client's interests are adequately preserved and explains to the client the circumstances giving rise to the conflict of interest, the resulting risks and the measures taken by CEB to reduce these risks. Where appropriate, the client's consent shall also be obtained if prejudice to the detriment of the client cannot be avoided. On request, CEB will provide you with further information on how conflicts of interest are managed.



## **2.4 Information on costs**

Financial services provided by CEB involve fee, commissions and costs, which vary for each transaction on financial instruments to be entered into with CEB and cannot be determined in advance. The details of such fees, commissions and other costs are determined and communicated to you before the entry into the transaction. Your contact within CEB will also be happy to provide you with a statement of your fees, commissions and costs, and with further information on how such fees are determined.

We would be pleased to answer to any questions you may and we wish to take the opportunity of this letter to thank you for your trust.

Sincerely yours,

**CREDIT EUROPE BANK (Suisse) SA\***

\*(this letter is valid without signature)



## Waiver Form for Professional Client

The undersigned \_\_\_\_\_ (the "**Client**") hereby acknowledges and understands that it is considered as a professional client pursuant to Art. 4 para. 3 of the Financial Services Act ("**FinSA**") and as a qualified investor within the meaning of Art. 10 para. 3 of the Collective Investment Schemes Act.

The Client hereby expressly renounces that Credit Europe Bank (Suisse) SA (hereinafter the "**Bank**"), in its capacity as a financial services provider, applies to it the rules of conduct set out in Art. 8, 9, 15 and 16 FinSA, namely, inter alia:

- rules related to the content and the form of the information to be provided prior to the provision of a financial service;
- rules related to the provision of the key information document (KID);
- rules related to the documentation of the financial services agreed and provided;
- rules related to the provision of such documentation and information on the composition, valuation and development of the portfolio and the costs related to financial services.

The Client further acknowledges and agrees that the Bank will not perform any kind of appropriateness or suitability assessment in the context of execution only services. In particular, the Bank will not verify that any investment orders are in line with the Client's risk profile and will not notify the Client if an investment order does not correspond to the Client profile. The Client is sole responsible for verifying that such investment orders are appropriate and/or suitable for it. The Client is hereby informed that this communication is only provided once and not at the time of each investment order.

This Waiver Form is governed by Swiss law and any dispute related thereto shall be subject to the exclusive jurisdiction of the Geneva court.

### The Client:

Place, date: \_\_\_\_\_

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

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

***In case you do not want to be considered as a professional client and wish to be treated as a retail client, please inform us and we will provide you with the relevant form for opting-into the status of retail client.***



# A

## DECLARATION OF IDENTITY OF THE BENEFICIAL OWNER

Account No:

Contracting Partner:

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Category (where appropriate):

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In accordance with Article 27 of the Agreement on the Swiss banks' code of conduct with regard to the exercise of due diligence (CDB 20), the contracting partner hereby declares that the person(s) listed below is / are the beneficial owner(s) of the assets deposited under the above relationship. If the contracting partner is the beneficial owner of the assets, the contracting partner's details must be set out below:

	Ultimate Beneficial Owner 1	Ultimate Beneficial Owner 2
Last name(s), first name(s) / Entity		
Date of Birth		
Country of Birth		
Nationality		
Actual Address of domicile / Registered Office		
Country		

	Ultimate Beneficial Owner 3	Ultimate Beneficial Owner 4
Last name(s), first name(s) / Entity		
Date of Birth		
Country of Birth		
Nationality		
Actual Address of domicile / Registered Office		
Country		



	Ultimate Beneficial Owner 5	Ultimate Beneficial Owner 6
Last name(s), first name(s) / Entity		
Date of Birth		
Country of Birth		
Nationality		
Actual Address of domicile / Registered Office		
Country		

	Ultimate Beneficial Owner 7	Ultimate Beneficial Owner 8
Last name(s), first name(s) / Entity		
Date of Birth		
Country of Birth		
Nationality		
Actual Address of domicile / Registered Office		
Country		

The contracting partner hereby undertakes to automatically inform the bank of any changes.

It is a criminal offence to deliberately provide false information on this form (Art. 251 of the Swiss Criminal Code, document forgery).

Date

Signature(s) of the contracting partner

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K

## ESTABLISHING OF THE CONTROLLING PERSON OF OPERATING LEGAL ENTITIES AND PARTNERSHIPS BOTH NOT QUOTED ON THE STOCK EXCHANGE

(for operating legal entities and partnership that are contracting partner as well as analogously for operating legal entities and partnerships that are beneficial owners)

Account No:

Contracting Partner:

\_\_\_\_\_

\_\_\_\_\_

Category (where appropriate):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Pursuant to Article 20 of the Agreement on the Swiss banks' code of conduct with regard to the exercise of due diligence (CDB 20), the contracting partner(s) hereby declare(s) (tick the appropriate box):

The person(s) listed below is/are **holding 25% or more of the contracting partner's share (capital shares or voting rights)**; or

If there are no capital shares or voting rights of 25% or more, that the following person(s) listed below is/are controlling the contracting partner in other ways; or

In case no person(s) exist(s) who exercise(s) control over the contracting partner in a different capacity, the contracting partner hereby declares that the person(s) listed below is/are the **managing director(s)**.

	Natural Person / Entity 1	Natural Person / Entity 2
Last Name(s) / Entity name		
First Name(s)		
Actual address of Domicile / Registered Office		
Country		



	Natural Person / Entity 3	Natural Person / Entity 4
Last Name(s) / Entity name		
First Name(s)		
Actual address of Domicile / Registered Office		
Country		

Fiduciary holding of assets

Is a third person the beneficial owner of the assets booked under the above relationship?

No.

Yes.

The relevant information regarding the beneficial owner has to be obtained by filling in a separate form A, S or T.

The contracting partner hereby undertakes to automatically inform the bank of any changes to the information contained herein.

Date

Signature(s)

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It is a criminal offence to deliberately provide false information on this form (Article 251 of the Swiss Criminal Code, document forgery).



# S

## FOUNDATIONS (AS WELL AS SIMILAR CONSTRUCTS)

Account No:

Contracting Partner:

Category (where appropriate):

Pursuant to article 40 of the Agreement on the Swiss banks' code of conduct with regard to the exercise of due diligence (CDB 20), the undersigned hereby declare(s) that he/she/they is a/are board member(s) of the foundation, or member(s) of the highest supervisory body of an underlying company of a foundation, known as:

In such capacity, he/she/they provide(s) to the best of his/her/their knowledge the following information to the bank:

1. Information pertaining to the foundation (for a) and b) please tick the applicable boxes):

- a. Type of foundation: Discretionary foundation or Non-discretionary foundation  
b. Revocability: Revocable foundation or Irrevocable foundation

2. Information pertaining to the (ultimate economic, not fiduciary) **founder (individual(s) or entity/-ies)**:

	Founder 1	Founder 2
Last name(s), first name(s) / Entity		
Actual address of domicile / Registered Office		
Country		
Date of Birth		
Nationality		
Date of death (if deceased)		
In case of a revocable foundation: does the founder have the right to revoke the foundation?	Yes No	Yes No



3. If the foundation results from the restructuring of a pre-existing foundation (re-settlement) or the merger of pre-existing foundations, the following information pertaining to the (actual, not fiduciary) **founder(s) of the pre-existing foundation(s)** has to be given:

	Founder 1	Founder 2
Last name(s), first name(s) / Entity		
Actual address of domicile / Registered Office		
Country		
Date of Birth		
Nationality		
Date of death (if deceased)		

4. Information

a) pertaining to **the beneficiary/-ies** at the time of the signing of this form:

	Beneficiary 1	Beneficiary 2
Last name(s), first name(s) / Entity		
Actual address of domicile / Registered Office		
Country		
Date of Birth		
Nationality		
Has/Have the beneficiary/-ies an actual right to claim a distribution?	Yes No	Yes No



	Beneficiary 3	Beneficiary 4
Last name(s), first name(s) / Entity		
Actual address of domicile / Registered Office		
Country		
Date of Birth		
Nationality		
Has/Have the beneficiary/-ies an actual right to claim a distribution?	Yes No	Yes No

**b)** and in addition to certain beneficiaries or if there is/are no defined beneficiary/-ies pertaining to (a) **group(s) of beneficiaries** (e.g. descendants of the founder) known at the time of the signing of this form:

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**5.** Information pertaining to (a) **further person(s)** having the right to determine or nominate representatives (e.g. members of the foundation board), if these representatives may dispose over the assets or have the right to change the distribution of the assets or the nomination of beneficiaries:

	Individual 1	Individual 2
Last name(s), first name(s) / Entity		
Actual address of domicile / Registered Office		
Country		
Date of Birth		
Nationality		
In case of a revocable foundation: is/are there (a) further person(s) with the right to revoke the foundation?	Yes No	Yes No





	Individual 3	Individual 4
Last name(s), first name(s) / Entity		
Actual address of domicile / Registered Office		
Country		
Date of Birth		
Nationality		
In case of a revocable foundation: is/are there (a) further person(s) with the right to revoke the foundation?	Yes                      No	Yes                      No

The contracting partner hereby undertakes to automatically inform the Bank of any changes to the information contained herein.

Date

Signature(s)

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It is a criminal offence to deliberately provide false information on this form (article 251 of the Swiss Criminal Code, document forgery).



## DECLARATION FOR TRUSTS

Account No:

Contracting Partner:

Category (where appropriate):

Pursuant to article 41 of the Agreement on the Swiss banks' code of conduct with regard to the exercise of due diligence (CDB 20), the undersigned hereby declare(s) that he/she/they is a/are trustee(s), or member(s) of the highest supervisory body of an underlying company of a trust, known as:

In such capacity, he/she/they provide(s) to the best of his/her/their knowledge the following information to the bank:

**1. Information pertaining to the trust (for a) and b) please tick the applicable boxes):**

a. Type of trust: Discretionary Trust or Non-discretionary Trust

b. Revocability:      Revocable Trust      or Irrevocable Trust

**2. Information pertaining to the (ultimate economic, not fiduciary) settlor of the trust** (individual(s) or entity/-ies:

	Settlor 1	Settlor 2
Last name(s), first name(s) / Entity		
Actual address of domicile / Registered Office		
Country		
Date of Birth		
Nationality		
Date of death (if deceased)		
In case of a revocable trust: does the settlor have the right to revoke the trust?	Yes No	Yes No



3. If the trust results from the restructuring of a pre-existing trust (re-settlement) or a merger of pre-existing trusts, the following information pertaining to the (actual, not fiduciary) **settlor of the pre-existing trust(s)** has to be given:

	Settlor 1	Settlor 2
Last name(s), first name(s) / Entity		
Actual address of domicile / Registered Office		
Country		
Date of Birth		
Nationality		
Date of death (if deceased)		

#### 4. Information

a) pertaining to **the beneficiary/-ies** at the time of the signing of this form:

	Beneficiary 1	Beneficiary 2
Last name(s), first name(s) / Entity		
Actual address of domicile / Registered Office		
Country		
Date of Birth		
Nationality		
Has/Have the beneficiary/-ies an actual right to claim a distribution?	Yes                      No	Yes                      No



	Beneficiary 3	Beneficiary 4
Last name(s), first name(s) / Entity		
Actual address of domicile / Registered Office		
Country		
Date of Birth		
Nationality		
Has/Have the beneficiary/-ies an actual right to claim a distribution?	Yes No	Yes No

**b)** and in addition to certain beneficiaries or if no beneficiary / -ies has / have been determined, pertaining to (a) group(s) of beneficiaries (e.g. descendants of the settlor) known at the time of the signing of this form:

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**5.** Information pertaining to the protector(s) as well as (a) further person(s) having the right to revoke the trust (in case of revocable trusts) or to appoint the trustee of a trust:

**a)** Information pertaining to **the protector(s)**

	Protector 1	Protector 2
Last name(s), first name(s) / Entity		
Actual address of domicile / Registered Office		
Country		
Date of Birth		
Nationality		
In case of a revocable trust: does the protector have the right to revoke the trust?	Yes No	Yes No



**b) Information pertaining to (a) further person(s)**

	Individual 1	Individual 2
Last name(s), first name(s) / Entity		
Actual address of domicile / Registered Office		
Country		
Date of Birth		
Nationality		
In case of a revocable trust: Has/have this/these further person(s) the right to revoke the trust?	Yes                      No	Yes                      No

The undersigned hereby declare(s) to be entitled to open a bank account for the trust above or its underlying company.

The contracting partner hereby undertakes to automatically inform the Bank of any changes to the information contained herein.

Date

Signature(s)

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It is a criminal offence to deliberately provide false information on this form (article 251 of the Swiss Criminal Code, document forgery).



## ULTIMATE BENEFICIAL OWNERSHIP (UBO) – DECLARATION FORM

Corporate name: \_\_\_\_\_

Registered address: \_\_\_\_\_

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List of natural person(s) who ultimately own(s) or control(s) the company (including any related parties to a Trust/Fund/Foundation) and/or on whose behalf a transaction or activity is being conducted –each of which- directly or indirectly:

- Has an interest of 10% or more of the shares of the company.
- Has the ability to exercise 10% or more of the voting rights of the company.

We have beneficial owners with a personal interest of **10% or more** → **please fill the below boxes.**

*(Please include any related parties to a Trust/Fund/Foundation)*

We have **no beneficial owners** with a personal interest of **10% or more** → **please sign off this form.**

	Ultimate Beneficial Owner 1	Ultimate Beneficial Owner 2	Ultimate Beneficial Owner 3
First Name			
Last Name			
Date of Birth			
Place of birth and Country			
Residential Address			
% Shares			
% Voting Rights			



	Ultimate Beneficial Owner 4	Ultimate Beneficial Owner 5	Ultimate Beneficial Owner 6
First Name			
Last Name			
Date of Birth			
Place of birth and Country			
Residential Address			
% Shares			
% Voting Rights			

We declare that we will inform Credit Europe Bank (Switzerland) S.A. in writing of any change in any of the abovementioned details.

In the event that a trust(s) is included on the organizational structure of the company, and that the trustee is a legal entity, please complete the following tables:

	Ultimate Beneficial Owner 1	Ultimate Beneficial Owner 2	Ultimate Beneficial Owner 3
First Name			
Last Name			
Date of Birth			
Place of birth and Country			
Residential Address			
% Shares			
% Voting Rights			



	Director 1	Director 2	Director 3
First Name			
Last Name			
Date of Birth			
Place of birth and Country			
Residential Address			

Please take note that for all the individuals mentioned on the tables above, a certified/notarized ID copy needs to be provided in original to the Bank (any document notarized outside of Switzerland, Turkey or Liechtenstein needs to be either apostilled or certified by a Swiss Consulate if the concerned country is not a party to the La Hague Convention for the Apostil). For any certified/notarized ID copy which were submitted to the Bank prior to receiving this form, the requirement set forth hereinabove can be disregarded given that such documents are in line with the condition above and are not expired.

The signatory hereby declares that the information entered in this form is true and correct. The signatory declares to be a legal representative of the company.

Signatory 1		Signatory 2	
Name		Name	
Position		Position	
Place and date		Place and date	
Signature		Signature	



## CERTIFICATION OF TAX COMPLIANCE

**Account Holder**

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*Name*

I, hereby the undersigned confirm and declare that

1. I am aware of Switzerland's commitment not to harbor or launder tax evasion monies or proceeds from serious tax offences.

2. All assets to be deposited now or at any time in the future in the account with your Bank are tax compliant and from legitimate sources.

Ordinary tax jurisdiction:

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*(Place where the Account holder is subject to ordinary taxation)*

Proof of address:

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*(Utility bill or other official document with address)*

**Place and Date:**

**Signature**

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*(First Name and Name)*



Credit Europe Bank (Suisse) SA

## U.S. TAX STATUS DECLARATION FOR ACCOUNT HOLDER (ENTITY)

Account Title

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Account Base Number:

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### Account holder

(If the account has more than one account holder, every account holder must fill out and sign a separate form)

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Name

The undersigned Account holder (hereafter referred as the "Client") signs the attached W-8BEN-E or W-8IMY or W-9 Form, in accordance with the regulations applicable under United States (U.S.) tax law relating to withholding as well as the "Agreement Between Switzerland and the United States of America for Cooperation to Facilitate the Implementation of FATCA" and Qualified Intermediary ("QI") Agreement in order to enable CREDIT EUROPE BANK (Suisse) SA to determine its QI/FATCA status for U.S. tax purposes. The undersigned Account holder certifies and confirms the following to CREDIT EUROPE BANK (Suisse) SA (hereinafter referred to as the "Bank").

**Confirmation of status.** The undersigned Account holder confirms its QI/FATCA status by signing one of the Forms W-9, W-8BEN-E or W-8IMY.

**Subsequent Change in circumstances.** For the duration of the contractual relationship with the Bank, the Client hereby undertakes to notify the Bank within 30 days on its own initiative, if its status for U.S. tax purposes changes. The Client agrees that it will submit a new form and/or further necessary forms and documentation within 90 days if any certification made on this form or its appendices becomes incorrect.

**Termination of Relationship or Classification by the Bank as Non-Consenting Client.** The Client is hereby put on notice that in case of changes of circumstances, or should the Bank discover facts contradicting the present QI/FATCA declaration on Forms W-8BEN-E/W-8IMY by the Client then its relationship with the Bank may be terminated/classified as non-consenting in particular if the Client fails to comply with its obligation to submit the documentation required to confirm its QI/FATCA status under United States tax regulations and the QI/FATCA agreements. The Client therefore acknowledges that if it must be deemed a non-consenting U.S. account or non-consenting non participating FFI, the Bank would be obliged under FATCA (1) to report its account(s) details to the IRS in an aggregated form, (2) to deliver under a mutual assistance procedure specific information concerning its account(s) to the Swiss Federal Tax Administration, which may exchange this information under the double taxation agreement with the U.S. tax authorities and (3) levy a withholding tax of 30% on its income and earnings in accordance with U.S. tax law.

**Additional Forms and Forwarding of Information to the US Authorities or US Counterparts.** In accordance with the applicable provisions of the U.S. withholding tax regulations and the QI/FATCA agreements, the Client declares, as the holder of the account(s) indicated above, that the Client will provide the Bank, where and when required, any additional signed U.S. Forms or information, including, but not limited to, the TIN (Taxpayer's Identification Number) and data related to the Client's account, and the Client authorizes the Bank to deliver in particular the W-9 Form to U.S. custodian bank(s) and/or to the U.S. authorities, including data related to the client's assets (e.g. FATCA Form 8966).

**FOR U.S. PERSON AND NONPARTICIPATING FFI ONLY : W-9 REQUIREMENTS AND WAIVER CONCERNING SWISS BANK-CLIENT CONFIDENTIALITY**

By providing a duly completed and signed Form W-9 including the TIN which will be delivered to the U.S. custodian bank and/or to the responsible U.S. authorities or a Form W-8BEN-E or W-8IMY confirming the status as nonparticipating FFI or U.S. owned foreign entity, the Client is aware that this means that its identity (and the identity of any affected beneficial owners) will be disclosed to the U.S. tax authorities. The Client hereby confirms that it irrevocably agrees that the Bank reports to the IRS all information concerning its banking relationship including, but not limited to, its name and address, beneficial ownership information, account statements, the amount of assets held with the Bank, the amount of revenues and income and any other information regarding its banking relationship which may be requested by the IRS.

As Account holder, the Client certifies that it has informed the affected beneficial owner(s) of this relationship on the mentioned disclosure and reporting consequences. With this instruction, the Client waives any protection under bank secrecy and data protection laws to the extent necessary for the reporting described above.

The Client accepts and acknowledges that this waiver is a pre-condition in order to open and/or maintain an account at the Bank.

The Client declares and acknowledges that this does not represent a violation of the bank-client confidentiality on the part of the Bank. This authorization expressly applies to any form the Client has submitted which contains information about third parties (e.g. beneficial owners) or which was signed by third parties.

**U.S. SECURITY HOLDINGS DECLARATION**

With respect to the account at the Bank, we kindly ask you to tick the appropriate box :

**Does the Client intend to hold U.S. securities in the account in the future?**

(classification as U.S. securities is based on sources the Bank deems reliable)

- ☐ Yes                      Please note the content of the paragraph headed:  
Additional Forms and Forwarding of Information to the US Authorities or US Counterparts
- ☐ No                              The account will be blocked from holding any U.S. securities. We expressly draw  
your attention to the fact that any order that conflicts with this answer cannot be  
executed by the Bank.

The Client understands and agrees that if the Client becomes a U.S. Person in the future and does not provide the Bank with a Form W-9, the Bank, as Qualified Intermediary (QI), will be required to deduct a "Backup Withholding Tax" at 28 % (or any other applicable rate) on the income and the gross sale proceeds of all U.S. investments and must transfer this amount to the U.S. Internal Revenue Service (IRS) in so far as the Client does not agree to disclose its identity to the IRS. In this case, the Client authorizes the Bank to sell all its securities as is required under the QI Regulations. The Client expressly and without any limitation herewith waives any claims for damages and will indemnify the Bank for any liability in connection with the sale of his/her U.S. investments pursuant to the application of this provision.

**CERTIFICATION**

**In signing this document the Client is aware that a false or incomplete declaration on this document and its appendices could be considered a forgery under Article 251 of the Swiss Criminal Code, subject to a penalty of up to 5 years in jail.**

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Place, date

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Signature of the representative of the Account holder

**Appendices**

- ☐ IRS Form W-8 BEN-E  
☐ IRS Form W-8IMY  
☐ IRS Form W-9

(Art. 251 of Swiss Penal Code: Forgery of a document: 1. Any person who with a view to causing financial loss or damage to the rights of another or in order to obtain an unlawful advantage for himself or another, produces a false document, falsifies a genuine document, uses the genuine signature or mark of another to produce a false document, falsely certifies or causes to be falsely certified a fact of legal significance or, makes use of a false or falsified document in order to deceive, is liable to a custodial sentence not exceeding five years or to a monetary penalty. 2. In particularly minor cases, a custodial sentence not exceeding three years or a monetary penalty may be imposed.)

**Certificate of Status of Beneficial Owner for  
United States Tax Withholding and Reporting (Entities)**

► For use by entities. Individuals must use Form W-8BEN. ► Section references are to the Internal Revenue Code.  
► Go to [www.irs.gov/FormW8BENE](http://www.irs.gov/FormW8BENE) for instructions and the latest information.  
► Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

**Do NOT use this form for:**

**Instead use Form:**

- U.S. entity or U.S. citizen or resident . . . . . W-9
- A foreign individual . . . . . W-8BEN (Individual) or Form 8233
- A foreign individual or entity claiming that income is effectively connected with the conduct of trade or business within the United States (unless claiming treaty benefits) . . . . . W-8ECI
- A foreign partnership, a foreign simple trust, or a foreign grantor trust (unless claiming treaty benefits) (see instructions for exceptions) . . . W-8IMY
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession claiming that income is effectively connected U.S. income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (unless claiming treaty benefits) (see instructions for other exceptions) . . . . . W-8ECI or W-8EXP
- Any person acting as an intermediary (including a qualified intermediary acting as a qualified derivatives dealer) . . . . . W-8IMY

**Part I Identification of Beneficial Owner**

<b>1</b> Name of organization that is the beneficial owner	<b>2</b> Country of incorporation or organization																																						
<b>3</b> Name of disregarded entity receiving the payment (if applicable, see instructions)																																							
<b>4</b> Chapter 3 Status (entity type) (Must check one box only): <table border="0"><tr><td><input type="checkbox"/> Simple trust</td><td><input type="checkbox"/> Tax-exempt organization</td><td><input type="checkbox"/> Corporation</td><td><input type="checkbox"/> Partnership</td></tr><tr><td><input type="checkbox"/> Central Bank of Issue</td><td><input type="checkbox"/> Private foundation</td><td><input type="checkbox"/> Complex trust</td><td><input type="checkbox"/> Foreign Government - Controlled Entity</td></tr><tr><td><input type="checkbox"/> Grantor trust</td><td><input type="checkbox"/> Disregarded entity</td><td><input type="checkbox"/> Estate</td><td><input type="checkbox"/> Foreign Government - Integral Part</td></tr><tr><td colspan="2"><input type="checkbox"/> International organization</td><td colspan="2"></td></tr></table> If you entered disregarded entity, partnership, simple trust, or grantor trust above, is the entity a hybrid making a treaty claim? If "Yes," complete Part III. <input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Simple trust	<input type="checkbox"/> Tax-exempt organization	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Central Bank of Issue	<input type="checkbox"/> Private foundation	<input type="checkbox"/> Complex trust	<input type="checkbox"/> Foreign Government - Controlled Entity	<input type="checkbox"/> Grantor trust	<input type="checkbox"/> Disregarded entity	<input type="checkbox"/> Estate	<input type="checkbox"/> Foreign Government - Integral Part	<input type="checkbox"/> International organization																									
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<input type="checkbox"/> International organization																																							
<b>5</b> Chapter 4 Status (FATCA status) (See instructions for details and complete the certification below for the entity's applicable status.) <table border="0"><tr><td><input type="checkbox"/> Nonparticipating FFI (including an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner).</td><td><input type="checkbox"/> Nonreporting IGA FFI. Complete Part XII.</td></tr><tr><td><input type="checkbox"/> Participating FFI.</td><td><input type="checkbox"/> Foreign government, government of a U.S. possession, or foreign central bank of issue. Complete Part XIII.</td></tr><tr><td><input type="checkbox"/> Reporting Model 1 FFI.</td><td><input type="checkbox"/> International organization. Complete Part XIV.</td></tr><tr><td><input type="checkbox"/> Reporting Model 2 FFI.</td><td><input type="checkbox"/> Exempt retirement plans. Complete Part XV.</td></tr><tr><td><input type="checkbox"/> Registered deemed-compliant FFI (other than a reporting Model 1 FFI, sponsored FFI, or nonreporting IGA FFI covered in Part XII). See instructions.</td><td><input type="checkbox"/> Entity wholly owned by exempt beneficial owners. Complete Part XVI.</td></tr><tr><td><input type="checkbox"/> Sponsored FFI. Complete Part IV.</td><td><input type="checkbox"/> Territory financial institution. Complete Part XVII.</td></tr><tr><td><input type="checkbox"/> Certified deemed-compliant nonregistering local bank. Complete Part V.</td><td><input type="checkbox"/> Excepted nonfinancial group entity. Complete Part XVIII.</td></tr><tr><td><input type="checkbox"/> Certified deemed-compliant FFI with only low-value accounts. Complete Part VI.</td><td><input type="checkbox"/> Excepted nonfinancial start-up company. Complete Part XIX.</td></tr><tr><td><input type="checkbox"/> Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part VII.</td><td><input type="checkbox"/> Excepted nonfinancial entity in liquidation or bankruptcy. Complete Part XX.</td></tr><tr><td><input type="checkbox"/> Certified deemed-compliant limited life debt investment entity. Complete Part VIII.</td><td><input type="checkbox"/> 501(c) organization. Complete Part XXI.</td></tr><tr><td><input type="checkbox"/> Certain investment entities that do not maintain financial accounts. Complete Part IX.</td><td><input type="checkbox"/> Nonprofit organization. Complete Part XXII.</td></tr><tr><td><input type="checkbox"/> Owner-documented FFI. Complete Part X.</td><td><input type="checkbox"/> Publicly traded NFFE or NFFE affiliate of a publicly traded corporation. Complete Part XXIII.</td></tr><tr><td><input type="checkbox"/> Restricted distributor. Complete Part XI.</td><td><input type="checkbox"/> Excepted territory NFFE. Complete Part XXIV.</td></tr><tr><td></td><td><input type="checkbox"/> Active NFFE. 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<b>6</b> Permanent residence address (street, apt. or suite no., or rural route). <b>Do not use a P.O. box or in-care-of address</b> (other than a registered address).																																							

City or town, state or province. Include postal code where appropriate.

Country

**7** Mailing address (if different from above)

City or town, state or province. Include postal code where appropriate.

Country

**Part I Identification of Beneficial Owner** (continued)**8** U.S. taxpayer identification number (TIN), if required \_\_\_\_\_**9a** GIIN \_\_\_\_\_**b** Foreign TIN \_\_\_\_\_**c** Check if FTIN not legally required. . . . . ☐**10** Reference number(s) (see instructions) \_\_\_\_\_**Note:** Please complete remainder of the form including signing the form in Part XXX.**Part II Disregarded Entity or Branch Receiving Payment.** (Complete only if a disregarded entity with a GIIN or a branch of an FFI in a country other than the FFI's country of residence. See instructions.)**11** Chapter 4 Status (FATCA status) of disregarded entity or branch receiving payment☐ Branch treated as nonparticipating FFI.☐ Reporting Model 1 FFI.☐ U.S. Branch.☐ Participating FFI.☐ Reporting Model 2 FFI.**12** Address of disregarded entity or branch (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address** (other than a registered address). \_\_\_\_\_

City or town, state or province. Include postal code where appropriate. \_\_\_\_\_

Country \_\_\_\_\_

**13** GIIN (if any) \_\_\_\_\_**Part III Claim of Tax Treaty Benefits** (if applicable). (For chapter 3 purposes only.)**14** I certify that (check all that apply):**a** ☐ The beneficial owner is a resident of \_\_\_\_\_ within the meaning of the income tax treaty between the United States and that country.**b** ☐ The beneficial owner derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits. The following are types of limitation on benefits provisions that may be included in an applicable tax treaty (check only one; see instructions):☐ Government☐ Company that meets the ownership and base erosion test☐ Tax-exempt pension trust or pension fund☐ Company that meets the derivative benefits test☐ Other tax-exempt organization☐ Company with an item of income that meets active trade or business test☐ Publicly traded corporation☐ Favorable discretionary determination by the U.S. competent authority received☐ Subsidiary of a publicly traded corporation☐ No LOB article in treaty☐ Other (specify Article and paragraph): \_\_\_\_\_**c** ☐ The beneficial owner is claiming treaty benefits for U.S. source dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation and meets qualified resident status (see instructions).**15** **Special rates and conditions** (if applicable—see instructions):

The beneficial owner is claiming the provisions of Article and paragraph \_\_\_\_\_

of the treaty identified on line 14a above to claim a \_\_\_\_\_ % rate of withholding on (specify type of income): \_\_\_\_\_

Explain the additional conditions in the Article the beneficial owner meets to be eligible for the rate of withholding: \_\_\_\_\_

**Part IV Sponsored FFI****16** Name of sponsoring entity: \_\_\_\_\_**17** **Check whichever box applies.**☐ I certify that the entity identified in Part I:

• Is an investment entity;

• Is not a QI, WP (except to the extent permitted in the withholding foreign partnership agreement), or WT; **and**

• Has agreed with the entity identified above (that is not a nonparticipating FFI) to act as the sponsoring entity for this entity.

☐ I certify that the entity identified in Part I:

• Is a controlled foreign corporation as defined in section 957(a);

• Is not a QI, WP, or WT;

• Is wholly owned, directly or indirectly, by the U.S. financial institution identified above that agrees to act as the sponsoring entity for this entity; **and**

• Shares a common electronic account system with the sponsoring entity (identified above) that enables the sponsoring entity to identify all account holders and payees of the entity and to access all account and customer information maintained by the entity including, but not limited to, customer identification information, customer documentation, account balance, and all payments made to account holders or payees.

**Part V Certified Deemed-Compliant Nonregistering Local Bank**18 ☐ I certify that the FFI identified in Part I:

- Operates and is licensed solely as a bank or credit union (or similar cooperative credit organization operated without profit) in its country of incorporation or organization;
- Engages primarily in the business of receiving deposits from and making loans to, with respect to a bank, retail customers unrelated to such bank and, with respect to a credit union or similar cooperative credit organization, members, provided that no member has a greater than 5% interest in such credit union or cooperative credit organization;
- Does not solicit account holders outside its country of organization;
- Has no fixed place of business outside such country (for this purpose, a fixed place of business does not include a location that is not advertised to the public and from which the FFI performs solely administrative support functions);
- Has no more than \$175 million in assets on its balance sheet and, if it is a member of an expanded affiliated group, the group has no more than \$500 million in total assets on its consolidated or combined balance sheets; **and**
- Does not have any member of its expanded affiliated group that is a foreign financial institution, other than a foreign financial institution that is incorporated or organized in the same country as the FFI identified in Part I and that meets the requirements set forth in this part.

**Part VI Certified Deemed-Compliant FFI with Only Low-Value Accounts**19 ☐ I certify that the FFI identified in Part I:

- Is not engaged primarily in the business of investing, reinvesting, or trading in securities, partnership interests, commodities, notional principal contracts, insurance or annuity contracts, or any interest (including a futures or forward contract or option) in such security, partnership interest, commodity, notional principal contract, insurance contract or annuity contract;
- No financial account maintained by the FFI or any member of its expanded affiliated group, if any, has a balance or value in excess of \$50,000 (as determined after applying applicable account aggregation rules); **and**
- Neither the FFI nor the entire expanded affiliated group, if any, of the FFI, have more than \$50 million in assets on its consolidated or combined balance sheet as of the end of its most recent accounting year.

**Part VII Certified Deemed-Compliant Sponsored, Closely Held Investment Vehicle**

20 Name of sponsoring entity: \_\_\_\_\_

21 ☐ I certify that the entity identified in Part I:

- Is an FFI solely because it is an investment entity described in Regulations section 1.1471-5(e)(4);
- Is not a QI, WP, or WT;
- Will have all of its due diligence, withholding, and reporting responsibilities (determined as if the FFI were a participating FFI) fulfilled by the sponsoring entity identified on line 20; **and**
- 20 or fewer individuals own all of the debt and equity interests in the entity (disregarding debt interests owned by U.S. financial institutions, participating FFIs, registered deemed-compliant FFIs, and certified deemed-compliant FFIs and equity interests owned by an entity if that entity owns 100% of the equity interests in the FFI and is itself a sponsored FFI).

**Part VIII Certified Deemed-Compliant Limited Life Debt Investment Entity**22 ☐ I certify that the entity identified in Part I:

- Was in existence as of January 17, 2013;
- Issued all classes of its debt or equity interests to investors on or before January 17, 2013, pursuant to a trust indenture or similar agreement; **and**
- Is certified deemed-compliant because it satisfies the requirements to be treated as a limited life debt investment entity (such as the restrictions with respect to its assets and other requirements under Regulations section 1.1471-5(f)(2)(iv)).

**Part IX Certain Investment Entities that Do Not Maintain Financial Accounts**23 ☐ I certify that the entity identified in Part I:

- Is a financial institution solely because it is an investment entity described in Regulations section 1.1471-5(e)(4)(i)(A), **and**
- Does not maintain financial accounts.

**Part X Owner-Documented FFI**

**Note:** This status only applies if the U.S. financial institution, participating FFI, or reporting Model 1 FFI to which this form is given has agreed that it will treat the FFI as an owner-documented FFI (see instructions for eligibility requirements). In addition, the FFI must make the certifications below.

24a ☐ (All owner-documented FFIs check here) I certify that the FFI identified in Part I:

- Does not act as an intermediary;
- Does not accept deposits in the ordinary course of a banking or similar business;
- Does not hold, as a substantial portion of its business, financial assets for the account of others;
- Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account;
- Is not owned by or in an expanded affiliated group with an entity that accepts deposits in the ordinary course of a banking or similar business, holds, as a substantial portion of its business, financial assets for the account of others, or is an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account;
- Does not maintain a financial account for any nonparticipating FFI; **and**
- Does not have any specified U.S. persons that own an equity interest or debt interest (other than a debt interest that is not a financial account or that has a balance or value not exceeding \$50,000) in the FFI other than those identified on the FFI owner reporting statement.



**Part X Owner-Documented FFI (continued)****Check box 24b or 24c, whichever applies.**

- b** ☐ I certify that the FFI identified in Part I:
- Has provided, or will provide, an FFI owner reporting statement that contains:
    - (i) The name, address, TIN (if any), chapter 4 status, and type of documentation provided (if required) of every individual and specified U.S. person that owns a direct or indirect equity interest in the owner-documented FFI (looking through all entities other than specified U.S. persons);
    - (ii) The name, address, TIN (if any), and chapter 4 status of every individual and specified U.S. person that owns a debt interest in the owner-documented FFI (including any indirect debt interest, which includes debt interests in any entity that directly or indirectly owns the payee or any direct or indirect equity interest in a debt holder of the payee) that constitutes a financial account in excess of \$50,000 (disregarding all such debt interests owned by participating FFIs, registered deemed-compliant FFIs, certified deemed-compliant FFIs, excepted NFFEs, exempt beneficial owners, or U.S. persons other than specified U.S. persons); **and**
    - (iii) Any additional information the withholding agent requests in order to fulfill its obligations with respect to the entity.
  - Has provided, or will provide, valid documentation meeting the requirements of Regulations section 1.1471-3(d)(6)(iii) for each person identified in the FFI owner reporting statement.
- c** ☐ I certify that the FFI identified in Part I has provided, or will provide, an auditor's letter, signed within 4 years of the date of payment, from an independent accounting firm or legal representative with a location in the United States stating that the firm or representative has reviewed the FFI's documentation with respect to all of its owners and debt holders identified in Regulations section 1.1471-3(d)(6)(iv)(A)(2), and that the FFI meets all the requirements to be an owner-documented FFI. The FFI identified in Part I has also provided, or will provide, an FFI owner reporting statement of its owners that are specified U.S. persons and Form(s) W-9, with applicable waivers.

**Check box 24d if applicable (optional, see instructions).**

- d** ☐ I certify that the entity identified on line 1 is a trust that does not have any contingent beneficiaries or designated classes with unidentified beneficiaries.

**Part XI Restricted Distributor**

**25a** ☐ (All restricted distributors check here) I certify that the entity identified in Part I:

- Operates as a distributor with respect to debt or equity interests of the restricted fund with respect to which this form is furnished;
- Provides investment services to at least 30 customers unrelated to each other and less than half of its customers are related to each other;
- Is required to perform AML due diligence procedures under the anti-money laundering laws of its country of organization (which is an FATF-compliant jurisdiction);
- Operates solely in its country of incorporation or organization, has no fixed place of business outside of that country, and has the same country of incorporation or organization as all members of its affiliated group, if any;
- Does not solicit customers outside its country of incorporation or organization;
- Has no more than \$175 million in total assets under management and no more than \$7 million in gross revenue on its income statement for the most recent accounting year;
- Is not a member of an expanded affiliated group that has more than \$500 million in total assets under management or more than \$20 million in gross revenue for its most recent accounting year on a combined or consolidated income statement; **and**
- Does not distribute any debt or securities of the restricted fund to specified U.S. persons, passive NFFEs with one or more substantial U.S. owners, or nonparticipating FFIs.

**Check box 25b or 25c, whichever applies.**

I further certify that with respect to all sales of debt or equity interests in the restricted fund with respect to which this form is furnished that are made after December 31, 2011, the entity identified in Part I:

- b** ☐ Has been bound by a distribution agreement that contained a general prohibition on the sale of debt or securities to U.S. entities and U.S. resident individuals and is currently bound by a distribution agreement that contains a prohibition of the sale of debt or securities to any specified U.S. person, passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI.
- c** ☐ Is currently bound by a distribution agreement that contains a prohibition on the sale of debt or securities to any specified U.S. person, passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI and, for all sales made prior to the time that such a restriction was included in its distribution agreement, has reviewed all accounts related to such sales in accordance with the procedures identified in Regulations section 1.1471-4(c) applicable to preexisting accounts and has redeemed or retired any, or caused the restricted fund to transfer the securities to a distributor that is a participating FFI or reporting Model 1 FFI securities which were sold to specified U.S. persons, passive NFFEs with one or more substantial U.S. owners, or nonparticipating FFIs.

**Part XII Nonreporting IGA FFI**

- 26** ☐ I certify that the entity identified in Part I:
- Meets the requirements to be considered a nonreporting financial institution pursuant to an applicable IGA between the United States and \_\_\_\_\_ . The applicable IGA is a ☐ Model 1 IGA or a ☐ Model 2 IGA; and is treated as a \_\_\_\_\_ under the provisions of the applicable IGA or Treasury regulations (if applicable, see instructions);
  - If you are a trustee documented trust or a sponsored entity, provide the name of the trustee or sponsor \_\_\_\_\_ . The trustee is: ☐ U.S. ☐ Foreign

**Part XIII Foreign Government, Government of a U.S. Possession, or Foreign Central Bank of Issue**

- 27** ☐ I certify that the entity identified in Part I is the beneficial owner of the payment, and is not engaged in commercial financial activities of a type engaged in by an insurance company, custodial institution, or depository institution with respect to the payments, accounts, or obligations for which this form is submitted (except as permitted in Regulations section 1.1471-6(h)(2)).

**Part XIV International Organization**

**Check box 28a or 28b, whichever applies.**

- 28a** ☐ I certify that the entity identified in Part I is an international organization described in section 7701(a)(18).
- b** ☐ I certify that the entity identified in Part I:
- Is comprised primarily of foreign governments;
  - Is recognized as an intergovernmental or supranational organization under a foreign law similar to the International Organizations Immunities Act or that has in effect a headquarters agreement with a foreign government;
  - The benefit of the entity's income does not inure to any private person; **and**
  - Is the beneficial owner of the payment and is not engaged in commercial financial activities of a type engaged in by an insurance company, custodial institution, or depository institution with respect to the payments, accounts, or obligations for which this form is submitted (except as permitted in Regulations section 1.1471-6(h)(2)).

**Part XV Exempt Retirement Plans**

**Check box 29a, b, c, d, e, or f, whichever applies.**

- 29a** ☐ I certify that the entity identified in Part I:
- Is established in a country with which the United States has an income tax treaty in force (see Part III if claiming treaty benefits);
  - Is operated principally to administer or provide pension or retirement benefits; **and**
  - Is entitled to treaty benefits on income that the fund derives from U.S. sources (or would be entitled to benefits if it derived any such income) as a resident of the other country which satisfies any applicable limitation on benefits requirement.
- b** ☐ I certify that the entity identified in Part I:
- Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
  - No single beneficiary has a right to more than 5% of the FFI's assets;
  - Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operated; **and**
  - (i) Is generally exempt from tax on investment income under the laws of the country in which it is established or operates due to its status as a retirement or pension plan;
  - (ii) Receives at least 50% of its total contributions from sponsoring employers (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, other retirement funds described in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A));
  - (iii) Either does not permit or penalizes distributions or withdrawals made before the occurrence of specified events related to retirement, disability, or death (except rollover distributions to accounts described in Regulations section 1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), to retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or to other retirement funds described in this part or in an applicable Model 1 or Model 2 IGA); **or**
  - (iv) Limits contributions by employees to the fund by reference to earned income of the employee or may not exceed \$50,000 annually.
- c** ☐ I certify that the entity identified in Part I:
- Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
  - Has fewer than 50 participants;
  - Is sponsored by one or more employers each of which is not an investment entity or passive NFFE;
  - Employee and employer contributions to the fund (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A)) are limited by reference to earned income and compensation of the employee, respectively;
  - Participants that are not residents of the country in which the fund is established or operated are not entitled to more than 20% of the fund's assets; **and**
  - Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operates.



**Part XV Exempt Retirement Plans (continued)**

- d** ☐ I certify that the entity identified in Part I is formed pursuant to a pension plan that would meet the requirements of section 401(a), other than the requirement that the plan be funded by a trust created or organized in the United States.
- e** ☐ I certify that the entity identified in Part I is established exclusively to earn income for the benefit of one or more retirement funds described in this part or in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), or retirement and pension accounts described in an applicable Model 1 or Model 2 IGA.
- f** ☐ I certify that the entity identified in Part I:
- Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in Regulations section 1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are current or former employees of the sponsor (or persons designated by such employees); **or**
  - Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in Regulations section 1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are not current or former employees of such sponsor, but are in consideration of personal services performed for the sponsor.

**Part XVI Entity Wholly Owned by Exempt Beneficial Owners**

- 30** ☐ I certify that the entity identified in Part I:
- Is an FFI solely because it is an investment entity;
  - Each direct holder of an equity interest in the investment entity is an exempt beneficial owner described in Regulations section 1.1471-6 or in an applicable Model 1 or Model 2 IGA;
  - Each direct holder of a debt interest in the investment entity is either a depository institution (with respect to a loan made to such entity) or an exempt beneficial owner described in Regulations section 1.1471-6 or an applicable Model 1 or Model 2 IGA.
  - Has provided an owner reporting statement that contains the name, address, TIN (if any), chapter 4 status, and a description of the type of documentation provided to the withholding agent for every person that owns a debt interest constituting a financial account or direct equity interest in the entity; **and**
  - Has provided documentation establishing that every owner of the entity is an entity described in Regulations section 1.1471-6(b), (c), (d), (e), (f) and/or (g) without regard to whether such owners are beneficial owners.

**Part XVII Territory Financial Institution**

- 31** ☐ I certify that the entity identified in Part I is a financial institution (other than an investment entity) that is incorporated or organized under the laws of a possession of the United States.

**Part XVIII Excepted Nonfinancial Group Entity**

- 32** ☐ I certify that the entity identified in Part I:
- Is a holding company, treasury center, or captive finance company and substantially all of the entity's activities are functions described in Regulations section 1.1471-5(e)(5)(i)(C) through (E);
  - Is a member of a nonfinancial group described in Regulations section 1.1471-5(e)(5)(i)(B);
  - Is not a depository or custodial institution (other than for members of the entity's expanded affiliated group); **and**
  - Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle with an investment strategy to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.

**Part XIX Excepted Nonfinancial Start-Up Company**

- 33** ☐ I certify that the entity identified in Part I:
- Was formed on (or, in the case of a new line of business, the date of board resolution approving the new line of business) \_\_\_\_\_ (date must be less than 24 months prior to date of payment);
  - Is not yet operating a business and has no prior operating history or is investing capital in assets with the intent to operate a new line of business other than that of a financial institution or passive NFFE;
  - Is investing capital into assets with the intent to operate a business other than that of a financial institution; **and**
  - Does not function (or hold 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.

**Part XX Excepted Nonfinancial Entity in Liquidation or Bankruptcy**

- 34** ☐ I certify that the entity identified in Part I:
- Filed a plan of liquidation, filed a plan of reorganization, or filed for bankruptcy on \_\_\_\_\_;
  - During the past 5 years has not been engaged in business as a financial institution or acted as a passive NFFE;
  - Is either liquidating or emerging from a reorganization or bankruptcy with the intent to continue or recommence operations as a nonfinancial entity; **and**
  - Has, or will provide, documentary evidence such as a bankruptcy filing or other public documentation that supports its claim if it remains in bankruptcy or liquidation for more than 3 years.

**Part XXI 501(c) Organization**

**35** ☐ I certify that the entity identified in Part I is a 501(c) organization that:

- Has been issued a determination letter from the IRS that is currently in effect concluding that the payee is a section 501(c) organization that is dated \_\_\_\_\_; **or**
- Has provided a copy of an opinion from U.S. counsel certifying that the payee is a section 501(c) organization (without regard to whether the payee is a foreign private foundation).

**Part XXII Nonprofit Organization**

**36** ☐ I certify that the entity identified in Part I is a nonprofit organization that meets the following requirements.

- The entity is established and maintained in its country of residence exclusively for religious, charitable, scientific, artistic, cultural or educational purposes;
- The entity is exempt from income tax in its country of residence;
- The entity has no shareholders or members who have a proprietary or beneficial interest in its income or assets;
- Neither the applicable laws of the entity's country of residence nor the entity's formation documents permit any income or assets of the entity to be distributed to, or applied for the benefit of, a private person or noncharitable entity other than pursuant to the conduct of the entity's charitable activities or as payment of reasonable compensation for services rendered or payment representing the fair market value of property which the entity has purchased; **and**
- The applicable laws of the entity's country of residence or the entity's formation documents require that, upon the entity's liquidation or dissolution, all of its assets be distributed to an entity that is a foreign government, an integral part of a foreign government, a controlled entity of a foreign government, or another organization that is described in this part or escheats to the government of the entity's country of residence or any political subdivision thereof.

**Part XXIII Publicly Traded NFFE or NFFE Affiliate of a Publicly Traded Corporation**

**Check box 37a or 37b, whichever applies.**

**37a** ☐ I certify that:

- The entity identified in Part I is a foreign corporation that is not a financial institution; **and**
- The stock of such corporation is regularly traded on one or more established securities markets, including \_\_\_\_\_ (name one securities exchange upon which the stock is regularly traded).

**b** ☐ I certify that:

- The entity identified in Part I is a foreign corporation that is not a financial institution;
- The entity identified in Part I is a member of the same expanded affiliated group as an entity the stock of which is regularly traded on an established securities market;
- The name of the entity, the stock of which is regularly traded on an established securities market, is \_\_\_\_\_; **and**
- The name of the securities market on which the stock is regularly traded is \_\_\_\_\_.

**Part XXIV Excepted Territory NFFE**

**38** ☐ I certify that:

- The entity identified in Part I is an entity that is organized in a possession of the United States;
- The entity identified in Part I:
  - (i) Does not accept deposits in the ordinary course of a banking or similar business;
  - (ii) Does not hold, as a substantial portion of its business, financial assets for the account of others; **or**
  - (iii) Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account; **and**
- All of the owners of the entity identified in Part I are bona fide residents of the possession in which the NFFE is organized or incorporated.

**Part XXV Active NFFE**

**39** ☐ I certify that:

- The entity identified in Part I is a foreign entity that is not a financial institution;
- Less than 50% of such entity's gross income for the preceding calendar year is passive income; **and**
- Less than 50% of the assets held by such entity are assets that produce or are held for the production of passive income (calculated as a weighted average of the percentage of passive assets measured quarterly) (see instructions for the definition of passive income).

**Part XXVI Passive NFFE**

**40a** ☐ I certify that the entity identified in Part I is a foreign entity that is not a financial institution (other than an investment entity organized in a possession of the United States) and is not certifying its status as a publicly traded NFFE (or affiliate), excepted territory NFFE, active NFFE, direct reporting NFFE, or sponsored direct reporting NFFE.

**Check box 40b or 40c, whichever applies.**

- b** ☐ I further certify that the entity identified in Part I has no substantial U.S. owners (or, if applicable, no controlling U.S. persons); **or**
- c** ☐ I further certify that the entity identified in Part I has provided the name, address, and TIN of each substantial U.S. owner (or, if applicable, controlling U.S. person) of the NFFE in Part XXIX.

**41** ☐ I certify that the entity identified in Part I:

- Is a member of an expanded affiliated group;
- Does not maintain financial accounts (other than accounts maintained for members of its expanded affiliated group);
- Does not make withholdable payments to any person other than to members of its expanded affiliated group;
- Does not hold an account (other than depository accounts in the country in which the entity is operating to pay for expenses) with or receive payments from any withholding agent other than a member of its expanded affiliated group; **and**
- Has not agreed to report under Regulations section 1.1471-4(d)(2)(ii)(C) or otherwise act as an agent for chapter 4 purposes on behalf of any financial institution, including a member of its expanded affiliated group.

**43** ☐ I certify that the entity identified in Part I is a direct reporting NFFE that is sponsored by the entity identified on line 42.

As required by Part XXVI, provide the name, address, and TIN of each substantial U.S. owner of the NFFE. Please see the instructions for a definition of substantial U.S. owner. If providing the form to an FFI treated as a reporting Model 1 FFI or reporting Model 2 FFI, an NFFE may also use this part for reporting its controlling U.S. persons under an applicable IGA.

[illegible]

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- The entity identified on line 1 of this form is the beneficial owner of all the income or proceeds to which this form relates, is using this form to certify its status for chapter 4 purposes, or is submitting this form for purposes of section 6050W or 6050Y;
- The entity identified on line 1 of this form is not a U.S. person;
- This form relates to: (a) income not effectively connected with the conduct of a trade or business in the United States, (b) income effectively connected with the conduct of a trade or business in the United States but is not subject to tax under an income tax treaty, (c) the partner's share of a partnership's effectively connected taxable income, or (d) the partner's amount realized from the transfer of a partnership interest subject to withholding under section 1446(f); **and**
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which the entity on line 1 is the beneficial owner or any withholding agent that can disburse or make payments of the income of which the entity on line 1 is the beneficial owner.

**I agree that I will submit a new form within 30 days if any certification on this form becomes incorrect.**

☐ I certify that I have the capacity to sign for the entity identified on line 1 of this form.

**Sign Here**

Signature of individual authorized to sign for beneficial owner

---

Print Name \_\_\_\_\_

Date (MM-DD-YYYY)

Form **W-8IMY**

(Rev. June 2017)

Department of the Treasury  
Internal Revenue Service

**Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding and Reporting**

▶ Section references are to the Internal Revenue Code.

▶ Go to [www.irs.gov/FormW8IMY](http://www.irs.gov/FormW8IMY) for instructions and the latest information.

▶ Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

**Do not use this form for:**

**Instead, use Form:**

- A beneficial owner solely claiming foreign status or treaty benefits (other than a qualified intermediary (QI) acting as a qualified derivatives dealer (QDD)) . . . . . W-8BEN or W-8BEN-E
- A hybrid entity claiming treaty benefits on its own behalf (other than a QI acting as a QDD) . . . . . W-8BEN-E
- A foreign person claiming that income is effectively connected with the conduct of a trade or business in the United States . . . . . W-8ECI
- A disregarded entity with a single foreign owner that is the beneficial owner (other than a QI acting as a QDD) of the income to which this form relates. Instead, the single foreign owner should use . . . . . W-8BEN, W-8ECI, or W-8BEN-E
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) . . . . . W-8EXP
- U.S. entity or U.S. citizen or resident . . . . . W-9
- A foreign person documenting itself for purposes of section 6050W . . . . . W-8BEN, W-8BEN-E, or W-8ECI

**Part I Identification of Entity**

**1** Name of organization that is acting as intermediary

**2** Country of incorporation or organization

**3** Name of disregarded entity (if applicable), see instructions

**4** Chapter 3 Status (entity type) (Must check one box only.):

☐ QI (including a QDD). Complete Part III.

☐ Nonqualified intermediary. Complete Part IV.

☐ Territory financial institution. Complete Part V.

☐ U.S. branch. Complete Part VI.

☐ Withholding foreign partnership. Complete Part VII.

☐ Withholding foreign trust. Complete Part VII.

☐ Nonwithholding foreign partnership. Complete Part VIII.

☐ Nonwithholding foreign simple trust. Complete Part VIII.

☐ Nonwithholding foreign grantor trust. Complete Part VIII.

**5** Chapter 4 Status (FATCA status) (See instructions for details and complete the certification below for the entity's applicable status.) (Must check one box only.):

☐ Nonparticipating foreign financial institution (FFI) (including an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner). Complete Part IX (if applicable).

☐ Participating FFI.

☐ Reporting Model 1 FFI.

☐ Reporting Model 2 FFI.

☐ Registered deemed-compliant FFI (other than a reporting Model 1 FFI, sponsored FFI, or nonreporting IGA FFI covered in Part XIX).

☐ Territory financial institution. Complete Part V.

☐ Sponsored FFI (other than a certified deemed-compliant sponsored, closely held investment vehicle). Complete Part X.

☐ Certified deemed-compliant nonregistering local bank. Complete Part XII.

☐ Certified deemed-compliant FFI with only low-value accounts. Complete Part XIII.

☐ Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part XIV.

☐ Certified deemed-compliant limited life debt investment entity. Complete Part XV.

☐ Certain investment entities that do not maintain financial accounts. Complete Part XVI.

☐ Owner-documented FFI. Complete Part XI.

☐ Restricted distributor. Complete Part XVII.

☐ Foreign central bank of issue. Complete Part XVIII.

☐ Nonreporting IGA FFI. Complete Part XIX.

☐ Exempt retirement plans. Complete Part XX.

☐ Excepted nonfinancial group entity. Complete Part XXI.

☐ Excepted nonfinancial start-up company. Complete Part XXII.

☐ Excepted nonfinancial entity in liquidation or bankruptcy. Complete Part XXIII.

☐ Publicly traded NFFE or NFFE affiliate of a publicly traded corporation. Complete Part XXIV.

☐ Excepted territory NFFE. Complete Part XXV.

☐ Active NFFE. Complete Part XXVI.

☐ Passive NFFE. Complete Part XXVII.

☐ Direct reporting NFFE.

☐ Sponsored direct reporting NFFE. Complete Part XXVIII.

**6** Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address** (other than a registered address).

City or town, state or province. Include postal code where appropriate.

Country

**7** Mailing address (if different from above)

City or town, state or province. Include postal code where appropriate.

Country

**8** U.S. taxpayer identification number, if required ▶

☐ QI-EIN

☐ WP-EIN

☐ WT-EIN

☐ EIN

**9** GIIN (if applicable)

**10** Reference number(s) (see instructions)

**Part II Disregarded Entity or Branch Receiving Payment.** (Complete only if a disregarded entity with a GIIN or a branch of an FFI in a country other than the FFI's country of residence. Do not complete Part II for QDD branches. See instructions.)

<b>11</b>	Chapter 4 Status (FATCA status) of disregarded entity or branch receiving payment.	
	<input type="checkbox"/> Branch treated as nonparticipating FFI. <input type="checkbox"/> Reporting Model 1 FFI. <input type="checkbox"/> U.S. Branch.	
	<input type="checkbox"/> Participating FFI. <input type="checkbox"/> Reporting Model 2 FFI.	
<b>12</b>	Address of branch (street, apt. or suite no., or rural route). <b>Do not use a P.O. box or in-care-of address</b> (other than a registered address).	
City or town, state or province. Include postal code where appropriate.		Country
<b>13</b>	GIIN (if any) ►	

### Chapter 3 Status Certifications

**Part III Qualified Intermediary**

**All Qualified Intermediaries**

- 14** ☐ I certify that the entity identified in Part I (or branch, if relevant):
- Is a QI with respect to the accounts identified on line 10 or in a withholding statement associated with this form (as required) that is one or more of the following:
    - (i) not acting for its own account;
    - (ii) a QDD receiving payments on underlying securities and/or potential section 871(m) transactions;
    - (iii) a QI assuming primary withholding responsibility for payments of substitute interest, as permitted by the QI Agreement.
  - Has provided or will provide a withholding statement (as required) for purposes of chapters 3 and 4 that is subject to the certifications made on this form.

**Qualified Intermediaries not Acting as Qualified Derivatives Dealers (check all that apply)**

- 15a** ☐ I certify that the entity identified in Part I of this form assumes primary withholding responsibility for purposes of chapters 3 and 4 for each account identified on a withholding statement attached to this form (or, if no withholding statement is attached to this form, for all accounts).
- b** ☐ I certify that the entity identified in Part I of this form assumes primary Form 1099 reporting and backup withholding responsibility or reporting responsibility as a participating FFI or registered deemed-compliant FFI with respect to accounts that it maintains that are held by specified U.S. persons as permitted under Regulations sections 1.6049-4(c)(4)(i) or (c)(4)(ii) in lieu of Form 1099 reporting for each account identified on a withholding statement attached to this form (or, if no withholding statement is attached to this form, for all accounts).
- c** ☐ I certify that the entity identified in Part I of this form does not assume primary Form 1099 reporting and backup withholding responsibility.
- d** ☐ (Complete only to the extent the entity identified in Part I of this form does not assume primary Form 1099 reporting and backup withholding responsibility.) If the entity identified in Part I of this form has allocated or will allocate a portion of a payment to a chapter 4 withholding rate pool of U.S. payees on a withholding statement associated with this form, I certify that the entity meets the requirements of Regulations section 1.6049-4(c)(4)(iii) with respect to any account holder of an account it maintains that is included in such a withholding rate pool.
- e** ☐ (Complete only to the extent the entity identified in Part I of this form does not assume primary Form 1099 reporting and backup withholding responsibility.) If the entity identified in Part I of this form has allocated or will allocate a portion of a payment to a chapter 4 withholding rate pool of U.S. payees on a withholding statement associated with this form, to the extent the U.S. payees are account holders of an intermediary or flow-through entity receiving a payment from the entity, I certify that the entity has obtained, or will obtain, documentation sufficient to establish each such intermediary or flow-through entity status as a participating FFI, registered deemed-compliant FFI, or FFI that is a QI.
- f** ☐ I certify that the entity identified in Part I of this form is acting as a qualified securities lender with respect to payments associated with this form that are U.S. source substitute dividends received from the withholding agent.
- g** ☐ I certify that the entity identified in Part I of this form assumes primary withholding responsibility for purposes of chapters 3 and 4 and primary Form 1099 reporting and backup withholding responsibility for all payments of substitute interest associated with this form, as permitted by the QI Agreement.

**Qualified Derivatives Dealers**

- 16a** ☐ I certify that each QDD identified in Part I of this form or on a withholding statement associated with this form meets the requirements to act as a QDD and assumes primary withholding and reporting responsibilities under chapters 3, 4, and 61 and section 3406 with respect to any payments it makes with respect to potential section 871(m) transactions.
- b** Entity classification of QDD:
- ☐ Corporation
 ☐ Partnership
 ☐ Disregarded Entity

**Part IV Nonqualified Intermediary****Check all that apply.**

- 17a** ☐ (All nonqualified intermediaries and QIs that are not acting in their capacity as such check here.) I certify that the entity identified in Part I of this form is not acting as a qualified intermediary with respect to each account(s) for which this form is provided and is not acting for its own account.
- b** ☐ I certify that the entity identified in Part I of this form is using this form to transmit withholding certificates and/or other documentation and has provided, or will provide, a withholding statement, as required.
- c** ☐ I certify that the entity identified in Part I of this form meets the requirements of Regulations section 1.6049-4(c)(4)(iii) with respect to any account holder of an account it maintains that is included in a withholding rate pool of U.S. payees provided on a withholding statement associated with this form.
- d** ☐ I certify that the entity identified in Part I of this form is acting as a qualified securities lender with respect to payments associated with this form that are U.S. source substitute dividends received from the withholding agent.

**Part V Territory Financial Institution**

- 18a** ☐ I certify that the entity identified in Part I is a financial institution (other than an investment entity that is not also a depository institution, custodial institution, or specified insurance company) that is incorporated or organized under the laws of a possession of the United States.

**Check box 18b or 18c, whichever applies.**

- b** ☐ I further certify that the entity identified in Part I is using this form as evidence of its agreement with the withholding agent to be treated as a U.S. person for purposes of chapters 3 and 4 with respect to any payments associated with this withholding certificate.
- c** ☐ I further certify that the entity identified in Part I:
- Is using this form to transmit withholding certificates and/or other documentation for the persons for whom it receives a payment; **and**
  - Has provided or will provide a withholding statement, as required.

**Part VI Certain U.S. Branches**

- 19a** ☐ I certify that the entity identified in Part I is receiving payments that are not effectively connected with the conduct of a trade or business in the United States.

**Check box 19b or 19c, whichever applies.**

- b** ☐ I certify that the entity identified in Part I is a U.S. branch of a foreign bank or insurance company described in Regulations section 1.1441-1(b)(2)(iv)(A) that is using this form as evidence of its agreement with the withholding agent to be treated as a U.S. person with respect to any payments associated with this withholding certificate.
- c** ☐ I certify that the entity identified in Part I:
- Is using this form to transmit withholding certificates and/or other documentation for the persons for whom the branch receives a payment;
  - Has provided or will provide a withholding statement, as required; **and**
  - In the case of a withholdable payment, is applying the rules described in Regulations section 1.1471-4(d)(2)(iii)(C).

**Part VII Withholding Foreign Partnership (WP) or Withholding Foreign Trust (WT)**

- 20** ☐ I certify that the entity identified in Part I is a withholding foreign partnership or a withholding foreign trust that is compliant with the terms of its WP or WT agreement.

**Part VIII Nonwithholding Foreign Partnership, Simple Trust, or Grantor Trust****Check all that apply.**

- 21a** ☐ I certify that the entity identified in Part I:
- Is a nonwithholding foreign partnership, a nonwithholding foreign simple trust, or a nonwithholding foreign grantor trust and is providing this form for payments that are not effectively connected, or are not treated as effectively connected, with the conduct of a trade or business in the United States; **and**
  - Is using this form to transmit withholding certificates and/or other documentation and has provided or will provide a withholding statement, as required for purposes of chapters 3 and 4, that is subject to the certifications made on this form.
- b** ☐ I certify that the entity identified in Part I is a foreign partnership that is a partner in a lower-tier partnership and is providing this Form W-8IMY for purposes of section 1446.

## Chapter 4 Status Certifications

### Part IX Nonparticipating FFI with Exempt Beneficial Owners

**22** ☐ I certify that the entity identified in Part I is using this form to transmit withholding certificates and/or other documentation and has provided or will provide a withholding statement that indicates the portion of the payment allocated to one or more exempt beneficial owners.

### Part X Sponsored FFI

**23a** Name of sponsoring entity: ► \_\_\_\_\_

#### Check box 23b or 23c, whichever applies.

- b** ☐ I certify that the entity identified in Part I:
- Is an investment entity;
  - Is not a QI, WP (except to the extent permitted in the withholding foreign partnership agreement), or WT; **and**
  - Has agreed with the entity identified above (that is not a nonparticipating FFI) to act as the sponsoring entity for this entity.
- c** ☐ I certify that the entity identified in Part I:
- Is a controlled foreign corporation as defined in section 957(a);
  - Is not a QI, WP, or WT;
  - Is wholly owned, directly or indirectly, by the U.S. financial institution identified above that agrees to act as the sponsoring entity for this entity; **and**
  - Shares a common electronic account system with the sponsoring entity (identified above) that enables the sponsoring entity to identify all account holders and payees of the entity and to access all account and customer information maintained by the entity including, but not limited to, customer identification information, customer documentation, account balance, and all payments made to account holders or payees.

### Part XI Owner-Documented FFI

**Note:** This status only applies if the U.S. financial institution, participating FFI, reporting Model 1 FFI, or reporting Model 2 FFI to which this form is given has agreed that it will treat the FFI as an owner-documented FFI. The owner-documented FFI must make the certifications below.

- 24a** ☐ I certify that the FFI identified in Part I:
- Does not act as an intermediary;
  - Does not accept deposits in the ordinary course of a banking or similar business;
  - Does not hold, as a substantial portion of its business, financial assets for the account of others;
  - Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account;
  - Is not affiliated with an entity (other than an FFI that is also treated as an owner-documented FFI) that accepts deposits in the ordinary course of a banking or similar business, holds, as a substantial portion of its business, financial assets for the account of others, or is an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account; **and**
  - Does not maintain a financial account for any nonparticipating FFI.

#### Check box 24b or 24c, whichever applies.

- b** ☐ I certify that the FFI identified in Part I:
- Has provided, or will provide, an FFI owner reporting statement (including any applicable owner documentation) that contains:
    - (i) The name, address, TIN (if any), chapter 4 status, and type of documentation provided (if required) of every individual and specified U.S. person that owns a direct or indirect equity interest in the owner-documented FFI (looking through all entities other than specified U.S. persons);
    - (ii) The name, address, TIN (if any), chapter 4 status, and type of documentation provided (if required) of every individual and specified U.S. person that owns a debt interest in the owner-documented FFI (including any indirect debt interest, which includes debt interests in any entity that directly or indirectly owns the payee or any direct or indirect equity interest in a debt holder of the payee) that constitutes a financial account in excess of \$50,000 (disregarding all such debt interests owned by participating FFIs, registered deemed-compliant FFIs, certified deemed-compliant FFIs, excepted NFFEs, exempt beneficial owners, or U.S. persons other than specified U.S. persons); **and**
    - (iii) Any additional information the withholding agent requests in order to fulfill its obligations with respect to the entity.
- c** ☐ I certify that the FFI identified in Part I:
- Has provided, or will provide, an auditor's letter, signed no more than 4 years prior to the date of payment, from an independent accounting firm or legal representative with a location in the United States stating that the firm or representative has reviewed the FFI's documentation with respect to all of its owners and debt holders identified in Regulations section 1.1471-3(d)(6)(iv)(A)(2) and that the FFI meets all the requirements to be an owner-documented FFI. The FFI identified in Part I has also provided, or will provide, an FFI owner reporting statement and Form W-9, with applicable waivers, as described in Regulations section 1.1471-3(d)(6)(iv).

**Part XII Certified Deemed-Compliant Nonregistering Local Bank**

- 25** ☐ I certify that the FFI identified in Part I:
- Operates and is licensed solely as a bank or credit union (or similar cooperative credit organization operated without profit) in its country of incorporation or organization;
  - Engages primarily in the business of receiving deposits from and making loans to, with respect to a bank, retail customers unrelated to such bank and, with respect to a credit union or similar cooperative credit organization, members, provided that no member has a greater than 5% interest in such credit union or cooperative credit organization;
  - Does not solicit account holders outside its country of organization;
  - Has no fixed place of business outside such country (for this purpose, a fixed place of business does not include a location that is not advertised to the public and from which the FFI performs solely administrative support functions);
  - Has no more than \$175 million in assets on its balance sheet and, if it is a member of an expanded affiliated group, the group has no more than \$500 million in total assets on its consolidated or combined balance sheets; **and**
  - Does not have any member of its expanded affiliated group that is an FFI, other than an FFI that is incorporated or organized in the same country as the FFI identified in Part I and that meets the requirements set forth in this Part XII.

**Part XIII Certified Deemed-Compliant FFI With Only Low-Value Accounts**

- 26** ☐ I certify that the FFI identified in Part I:
- Is not engaged primarily in the business of investing, reinvesting, or trading in securities, partnership interests, commodities, notional principal contracts, insurance or annuity contracts, or any interest (including a futures or forward contract or option) in such security, partnership interest, commodity, notional principal contract, insurance contract, or annuity contract;
  - No financial account maintained by the FFI or any member of its expanded affiliated group, if any, has a balance or value in excess of \$50,000 (as determined after applying applicable account aggregation rules); **and**
  - Neither the FFI nor the FFI's entire expanded affiliated group, if any, has more than \$50 million in assets on its consolidated or combined balance sheet as of the end of its most recent accounting year.

**Part XIV Certified Deemed-Compliant Sponsored, Closely Held Investment Vehicle**

- 27a** Name of sponsoring entity: ► \_\_\_\_\_
- b** ☐ I certify that the FFI identified in Part I:
- Is an FFI solely because it is an investment entity described in Regulations section 1.1471-5(e)(4);
  - Is not a QI, WP, or WT;
  - Will have all of its due diligence, withholding, and reporting responsibilities (determined as if the FFI were a participating FFI) fulfilled by the sponsoring entity identified on line 27a; **and**
  - 20 or fewer individuals own all of the debt and equity interests in the entity (disregarding debt interests owned by U.S. financial institutions, participating FFIs, registered deemed-compliant FFIs, and certified deemed-compliant FFIs and equity interests owned by an entity that owns 100% of the equity interests in the FFI identified in Part I and is itself a sponsored FFI).

**Part XV Certified Deemed-Compliant Limited Life Debt Investment Entity**

- 28** ☐ I certify that the FFI identified in Part I:
- Was in existence as of January 17, 2013;
  - Issued all classes of its debt or equity interests to investors on or before January 17, 2013, pursuant to a trust indenture or similar agreement; **and**
  - Is certified deemed-compliant because it satisfies the requirements to be treated as a limited life debt investment entity (such as the restrictions with respect to its assets and other requirements under Regulations section 1.1471-5(f)(2)(iv)).

**Part XVI Certain Investment Entities That Do Not Maintain Financial Accounts**

- 29** ☐ I certify that the entity identified in Part I:
- Is a financial institution solely because it is an investment entity described in Regulations section 1.1471-5(e)(4)(i)(A); **and**
  - Does not maintain financial accounts.

**Part XVII Restricted Distributor**

- 30a** ☐ (All restricted distributors check here.) I certify that the entity identified in Part I:
- Operates as a distributor with respect to debt or equity interests of the restricted fund with respect to which this form is furnished;
  - Provides investment services to at least 30 customers unrelated to each other and less than half of its customers are related to each other;
  - Is required to perform AML due diligence procedures under the anti-money laundering laws of its country of organization (which is a FATF-compliant jurisdiction);
  - Operates solely in its country of incorporation or organization, has no fixed place of business outside of that country, and has the same country of incorporation or organization as all members of its affiliated group, if any;
  - Does not solicit customers outside its country of incorporation or organization;
  - Has no more than \$175 million in total assets under management and no more than \$7 million in gross revenue on its income statement for the most recent accounting year;
  - Is not a member of an expanded affiliated group that has more than \$500 million in total assets under management or more than \$20 million in gross revenue for its most recent accounting year on a combined or consolidated income statement; **and**
  - Does not distribute any debt or securities of the restricted fund to specified U.S. persons, passive NFFEs with one or more substantial U.S. owners, or nonparticipating FFIs.



**Part XVII Restricted Distributor** *(continued)***Check box 30b or 30c, whichever applies.**

I further certify that with respect to all sales of debt or equity interests in the restricted fund with respect to which this form is furnished that are made after December 31, 2011, the entity identified in Part I:

- b** ☐ Has been bound by a distribution agreement that contained a general prohibition on the sale of debt or securities to U.S. entities and U.S. resident individuals and is currently bound by a distribution agreement that contains a prohibition of the sale of debt or securities to any specified U.S. person, passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI.
- c** ☐ Is currently bound by a distribution agreement that contains a prohibition on the sale of debt or securities to any specified U.S. person, passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI and, for all sales made prior to the time that such a restriction was included in its distribution agreement, has reviewed all accounts related to such sales in accordance with the procedures identified in Regulations section 1.1471-4(c) applicable to preexisting accounts and has redeemed or retired any securities which were sold to specified U.S. persons, passive NFFEs with one or more substantial U.S. owners, or nonparticipating FFIs, or will transfer the securities to a distributor that is a participating FFI, reporting Model 1 FFI, or reporting Model 2 FFI.

**Part XVIII Foreign Central Bank of Issue**

- 31** ☐ I certify that the entity identified in Part I is treated as the beneficial owner of the payment solely for purposes of chapter 4 under Regulations section 1.1471-6(d)(4).

**Part XIX Nonreporting IGA FFI**

- 32** ☐ I certify that the entity identified in Part I:
- Meets the requirements to be considered a nonreporting financial institution pursuant to an applicable IGA between the United States and \_\_\_\_\_ . The applicable IGA is a ☐ Model 1 IGA or a ☐ Model 2 IGA; and is treated as a \_\_\_\_\_ under the provisions of the applicable IGA or Treasury regulations (if applicable, see instructions); **and**
  - If you are a trustee documented trust or sponsored entity, provide the name of the trustee or sponsor \_\_\_\_\_ The trustee is: ☐ U.S. ☐ Foreign

**Part XX Exempt Retirement Plans****Check box 33a, b, c, d, e, or f, whichever applies.**

- 33a** ☐ I certify that the entity identified in Part I:
- Is established in a country with which the United States has an income tax treaty in force;
  - Is operated principally to administer or provide pension or retirement benefits; **and**
  - Is entitled to treaty benefits on income that the fund derives from U.S. sources (or would be entitled to benefits if it derived any such income) as a resident of the other country which satisfies any applicable limitation on benefits requirement.
- b** ☐ I certify that the entity identified in Part I:
- Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
  - No single beneficiary has a right to more than 5% of the FFI's assets;
  - Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operated; **and**
    - (i) Is generally exempt from tax on investment income under the laws of the country in which it is established or operates due to its status as a retirement or pension plan;
    - (ii) Receives at least 50% of its total contributions from sponsoring employers (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, other retirement funds described in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A));
    - (iii) Either does not permit or penalizes distributions or withdrawals made before the occurrence of specified events related to retirement, disability, or death (except rollover distributions to accounts described in Regulations section 1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), to retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or to other retirement funds described in this part or in an applicable Model 1 or Model 2 IGA); **or**
    - (iv) Limits contributions by employees to the fund by reference to earned income of the employee or may not exceed \$50,000 annually.
- c** ☐ I certify that the entity identified in Part I:
- Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
  - Has fewer than 50 participants;
  - Is sponsored by one or more employers, each of which is not an investment entity or passive NFFE;
  - Employee and employer contributions to the fund (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A)) are limited by reference to earned income and compensation of the employee, respectively;
  - Participants that are not residents of the country in which the fund is established or operated are not entitled to more than 20% of the fund's assets; **and**
  - Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operates.
- d** ☐ I certify that the entity identified in Part I is formed pursuant to a pension plan that would meet the requirements of section 401(a), other than the requirement that the plan be funded by a trust created or organized in the United States.

**Part XX Exempt Retirement Plans** *(continued)*

- e** ☐ I certify that the entity identified in Part I is established exclusively to earn income for the benefit of one or more retirement funds described in this part or in an applicable Model 1 or Model 2 IGA, accounts described in Regulations section 1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), or retirement and pension accounts described in an applicable Model 1 or Model 2 IGA.
- f** ☐ I certify that the entity identified in Part I:
- Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in Regulations section 1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are current or former employees of the sponsor (or persons designated by such employees); **or**
  - Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in Regulations section 1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are not current or former employees of such sponsor, but are in consideration of personal services performed for the sponsor.

**Part XXI Excepted Nonfinancial Group Entity**

- 34** ☐ I certify that the entity identified in Part I:
- Is a holding company, treasury center, or captive finance company and substantially all of the entity's activities are functions described in Regulations section 1.1471-5(e)(5)(i)(C) through (E);
  - Is a member of a nonfinancial group described in Regulations section 1.1471-5(e)(5)(i)(B);
  - Is not a depository or custodial institution (other than for members of the entity's expanded affiliated group); **and**
  - Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle with an investment strategy to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.

**Part XXII Excepted Nonfinancial Start-Up Company**

- 35** ☐ I certify that the entity identified in Part I:
- Was formed on (or in the case of a new line of business, the date of board resolution approving the new line of business) \_\_\_\_\_ (date must be less than 24 months prior to date of payment);
  - Is not yet operating a business and has no prior operating history or is investing capital in assets with the intent to operate a new line of business other than that of a financial institution or passive NFFE; **and**
  - Does not function (or hold 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.

**Part XXIII Excepted Nonfinancial Entity in Liquidation or Bankruptcy**

- 36** ☐ I certify that the entity identified in Part I:
- Filed a plan of liquidation, filed a plan for reorganization, or filed for bankruptcy on the following date: \_\_\_\_\_ ;
  - Has not been engaged during the past 5 years in business as a financial institution or acted as a passive NFFE;
  - Is either liquidating or emerging from a reorganization or bankruptcy with the intent to continue or recommence operations as a nonfinancial entity; **and**
  - Has provided, or will provide, documentary evidence such as a bankruptcy filing or other public documentation that supports its claim if it remains in bankruptcy or liquidation for more than 3 years.

**Part XXIV Publicly Traded NFFE or NFFE Affiliate of a Publicly Traded Corporation**

**Check box 37a or 37b, whichever applies.**

- 37a** ☐ I certify that:
- The entity identified in Part I is a foreign corporation that is not a financial institution; **and**
  - The stock of such corporation is regularly traded on one or more established securities markets, including \_\_\_\_\_ .
- b** ☐ I certify that:
- The entity identified in Part I is a foreign corporation that is not a financial institution;
  - The entity identified in Part I is a member of the same expanded affiliated group as an entity the stock of which is regularly traded on an established securities market;
  - The name of the entity, the stock of which is regularly traded on an established securities market, is \_\_\_\_\_ ; **and**
  - The name of the securities market on which the stock is regularly traded is ► \_\_\_\_\_ .

**Part XXV Excepted Territory NFFE**

- 38** ☐ I certify that:
- The entity identified in Part I is an entity that is organized in a possession of the United States;
  - All of the owners of the entity identified in Part I are bona fide residents of the possession in which the NFFE is organized or incorporated; **and**
  - The entity identified in Part I:
    - (i) Does not accept deposits in the ordinary course of a banking or similar business;
    - (ii) Does not hold, as a substantial portion of its business, financial assets for the account of others; **and**
    - (iii) Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account.

**Part XXVI Active NFFE**39 ☐ I certify that:

- The entity identified in Part I is a foreign entity that is not a financial institution;
- Less than 50% of such entity's gross income for the preceding calendar year is passive income; **and**
- Less than 50% of the assets held by such entity are assets that produce or are held for the production of passive income (calculated as a weighted average of the percentage of passive assets measured quarterly). See the instructions for the definition of passive income.

**Part XXVII Passive NFFE**40 ☐ I certify that the entity identified in Part I:

- Is a foreign entity that is not a financial institution (this category includes an entity organized in a possession of the United States that engages (or holds itself out as being engaged) primarily in the business of investing, reinvesting, or trading in securities, partnership interests, commodities, notional principal contracts, insurance or annuity contracts, or any interest in such security, partnership interest, commodity, notional principal contract, insurance contract, or annuity contract); **and**
- Is using this form to transmit withholding certificates and/or other documentation and has provided or will provide a withholding statement, as required.

**Part XXVIII Sponsored Direct Reporting NFFE**

41 Name of sponsoring entity: ► \_\_\_\_\_

42 ☐ I certify that the entity identified in Part I is a direct reporting NFFE that is sponsored by the entity identified on line 41.**Part XXIX Certification**

Under penalties of perjury, I declare that I have examined the information on this form, and to the best of my knowledge and belief, it is true, correct, and complete. Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income for which I am providing this form or any withholding agent that can disburse or make payments of the amounts for which I am providing this form.

I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.

**Sign Here** ►\_\_\_\_\_  
Signature of authorized official\_\_\_\_\_  
Print Name\_\_\_\_\_  
Date (MM-DD-YYYY)

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____	
	<b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
	<input type="checkbox"/> Other (see instructions) ►	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):		
Exempt payee code (if any) _____		
Exemption from FATCA reporting code (if any) _____		
(Applies to accounts maintained outside the U.S.)		
5 Address (number, street, and apt. or suite no.) See instructions.		
Requester's name and address (optional)		
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.



The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

## SIGNATURE CARD FOR CORPORATIONS

Corporate Name:

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The signing power as per the present signature card shall apply to all existing and future business relations with Credit Europe Bank (Suisse) SA (hereinafter the **"Bank"**), with the exception, however, of particular arrangements which have been or will be made regarding special accounts / deposits.

The following person(s) has / have full authority to represent the undersigned Corporation with the Bank. In particular, they are authorized to dispose freely of the assets deposited in the account maintained with the Bank, to request and accept loans on behalf of the Corporation, to sign, draw, negotiate, accept, discount, or endorse any notes, drafts, checks, bills of exchange, acceptances, undertakings or other financial instruments, to sell, pledge or withdraw securities and take any and all other actions authorized by the Corporate Resolution.

The signatures communicated to the Bank and the associated signatory and representation powers are valid until they are revoked by specific written notification to the Bank, irrespective of any entries or deletions in any commercial register and also in the event of bankruptcy or a Corporation's representative death, or incapacity to act, or declaration of absence (Art. 35 of the Swiss Code of Obligations).

If several persons are authorized to sign, it has to be expressly stated whether these persons legally bind the Corporation with their single signature or jointly. Without such instructions, the Bank regards each person as authorized to sign solely.



The following person(s) is / are authorized to sign on the Company's behalf:

**By individual signature**

Surname and First Name:

Specimen Signature:

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

3. \_\_\_\_\_

\_\_\_\_\_

4. \_\_\_\_\_

\_\_\_\_\_

Cross out any unused space

**By joint signature (by two)**

Surname and First Name:

Specimen Signature:

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

3. \_\_\_\_\_

\_\_\_\_\_

4. \_\_\_\_\_

\_\_\_\_\_

Cross out any unused space



**Special instructions:**

We acknowledge receipt of the General Terms and Conditions and other regulations/conditions governing my / our Agreement with the Bank as listed in the Account Opening Form and accept them, in particular, the provision concerning the governing law and jurisdiction.

**This signature card:**

- ☐ is new
- ☐ amends previous signature arrangements
- ☐ supersedes previous signature arrangements

**COMPANY'S SIGNATURE**

Place and date

Signature(s)

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To be completed by the Bank (CR)

Date and Signature



## CORPORATE RESOLUTION

Designation of Account

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I/We, the undersigned, Secretary/Director/Sole Director (as the case may be) of:

\_\_\_\_\_  
a corporation organized under the laws of \_\_\_\_\_ with  
registered office at \_\_\_\_\_ ,  
(hereinafter the “**Corporation**”) hereby certify the following to be a true copy of resolutions approved  
by the meeting of the Board of Directors of this Corporation duly held, a quorum being present, at  
\_\_\_\_\_ on \_\_\_\_\_, that such resolutions have been duly entered in the minute  
books and are in accordance with the Charter and By-Laws and are now in full force and effect.

### IT WAS RESOLVED that:

1. An account shall be opened, operated and maintained in the name of the Corporation with Credit Europe Bank (Suisse) S.A., Geneva, Switzerland (hereinafter “the Bank”) in compliance with the Bank’s General Terms and Conditions and the account opening form, a copy of which is enclosed herewith and deemed to be incorporated herein.



2. The following person(s), acting as attorney(s) of the Corporation (the "Attorney(s)")<sup>1</sup>:

Cross out any unused space

Surname and First Name	Method of signature (solely/jointly, etc.)	Signature
a) _____ In capacity of (title)	_____	_____
b) _____ In capacity of (title)	_____	_____
c) _____ In capacity of (title)	_____	_____
d) _____ In capacity of (title)	_____	_____

By the indicated method of signature, is/are hereby authorized, at any time on behalf of the Corporation to:

checks, bills of exchange, acceptances, undertakings, or other financial instruments;

- represent legally the Corporation in its business relationships with the Bank and in particular to sign the relevant account opening forms, including the "Tax Compliance Certification Form" on behalf of the Company and to operate the said accounts which includes the authority to appoint further signatories and indicate their signature mode with respect to the said account;
- sign, draw, negotiate, accept, discount, or endorse any notes, drafts,
- apply for letters or other forms of credit;
- dispose freely of the assets in the Corporation's account, in particular issue management instructions regarding the assets and funds on deposit, carry out all operations pertaining to assets, cash and securities, and make total or partial transfers or withdrawals of the Corporation's assets;

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<sup>1</sup> All these persons are to be identified by name and provide specimen signatures on the "Signature Card for Corporations"



- request, accept loans (secured or not); pledge, mortgage, charge, assign, transfer, endorse and/or deliver any assets of the Corporation, real or personal, or any interest of the Corporation therein, for the Bank's benefit by way of security for any loan and/or liability contracted by the Corporation towards the Bank or contracted by a third party towards the Bank, or as a security for third-party obligations or liabilities towards any third party;
- grant any mandate to the Bank or a third party, in particular any management or advisory mandate, or authority to consult the account and sign receipts with legally binding effect;
- issue instructions to the Bank on the Corporation's behalf, in particular, to purchase, sell, trade or otherwise dispose of stocks, bonds, shares of funds, or other securities, foreign exchange, futures, options, forwards, swaps and other derivative instruments.
- effect any investment, reinvestment and placing of funds;
- enter into contracts with the Bank on behalf of the Corporation for the purchase and or sale of foreign exchange, futures, options, forwards, swaps and other derivative instruments and in reference to any of the business or transactions referred to here above, to make, enter into, execute and deliver to the Bank such negotiable or non-negotiable instruments, indemnity or other agreements, contracts, obligations, assignments endorsements, guarantees, hypothecations, pledges receipts, and/or other documents as any such the Attorney(s) may deem to be necessary or desirable;
- complete and sign, on the Corporation's behalf, beneficial owner(s) identification forms, provide all information regarding said beneficial owner(s) or related to the Corporation and, more generally, complete and sign any document, for example tax-status related documents, required by the Bank in order to fulfill its statutory, regulatory or internal obligations;
- discharge the Bank from its confidentiality obligations arising in particular to banking secrecy or data protection in connection with the Corporation, its beneficial owner(s), and the signatory/signatories for the account;
- grant discharge to the Bank, on the Corporation's behalf, for its activities;
- obtain any information about the account, including but not limited to copy(ies) of the account-opening documentation and any account statements or debit and credit advices, etc.
- pay to the Bank any and all costs, fees, expenses and charges related to the account of this Corporation and to repay/reimburse the Bank for any and all credit extension(s) made, including, without limitation, the repayment of all credits to this Corporation;



- and more generally, carry out any act, or sign any document or agreement regarding the Corporation that the named Attorneys deem to be in the Corporation's interest, without the Bank having to verify that the Corporation's interests are safeguarded.

3. The Attorney(s) named above are authorized to sign for and on behalf of the Corporation, the documents necessary to open one or more accounts with the Bank in the Corporation's name and to sign, also for and on behalf of the Corporation, all documents necessary to operate the account(s). They are also authorized to issue any instructions to the Bank regarding such and all account(s), unless other instructions are notified in writing to the Bank.

4. The Attorney(s) shall not be authorized to close any account(s) of the Corporation unless the Attorney(s) is duly authorized in this regard by the Corporation and such authorization is duly notified in writing to the Bank.

5. The Corporation grants the Attorney(s) the power to sign the annual accounts of the Corporation duly approved by the Board of Directors and to provide them to the Bank on a yearly basis;

6. The Attorney(s) represent the Corporation at all general shareholders' meetings, bondholders' meetings, etc.

This resolution will remain in force and effect until written notice of its amendment or rescission is received by the Bank. The receipt of such notice shall not affect any action taken by the Bank prior thereto.

The Corporation shall indemnify the Bank for, from and against any loss, damages, claims and liabilities whatsoever arising out by reason of the Bank acting in reliance upon the present corporate resolution.

The undersigned further certify (ies) that all constitutive documents of the Company required by the Bank and delivered to the Bank are fully up-to-date originals or true copies of the originals presently in force.

I/We hereby confirm and certify that the above-mentioned signature(s) is/are the true signature(s) of those persons.

In Witness thereof, I/We have hereunto signed and affixed the seal of this Corporation this \_\_\_\_\_ day of \_\_\_\_\_.

(Note: if the Signatory is not authorized to sign solely by the above Resolutions, the certification of the resolutions must be confirmed below by a Director of this Corporation).

**Corporate Seal:**

**Signature(s):**

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**Name and Title**

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## GENERAL DEED OF PLEDGE AND ASSIGNMENT

PLEDGOR

DEBTOR

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Account Base Number:

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Account Base Number:

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**CLAIMS SECURED.** As a continuing security for Credit Europe Bank (Suisse) SA's (hereinafter the "**Bank**") claims resulting from Secured Obligations (as defined hereunder) against (full name and address):

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---

(hereafter the "**Debtor**")

the **Pledgor**, as security provider, hereby irrevocably and unconditionally pledges in favor of the Bank any and all assets as further described below (hereinafter the "**Pledged Assets**") and assigns in favor of the Bank any and all existing or future receivables, claims and rights, the Pledgor has or may have against any third-party as further described below (hereinafter the "**Assigned Claims**"). The Pledged Assets, together with the Assigned Claims, shall be collectively referred to hereinafter as the "**Securing Assets**".

For the purpose of this General Deed of Pledge and Assignment, **Secured Obligations** shall mean any and all present and future claims (including repayment of principal, interests, penalties, fees, charges as well as legal and enforcement expenses), whether actual or contingent, which the Bank (including its affiliated and any offices, branches, representative offices and subsidiaries within the Bank's group) may have against the

Debtor, within the framework of their business relationship. The Secured Obligations shall in particular include any and all rights and claims resulting from credit facilities granted by the Bank to the Debtor (including in the context of trade finance transactions), as well as (this list being not exhaustive) current account, foreign exchange, contracts, currency options, securities transactions, collections, credits, payments, documentary credits and collections, hedging operations and any other transaction capable of generating indebtedness of the Debtor on its account(s) with the Bank (including any affiliate/branch within the Bank's group).

**PLEDGED ASSETS.** The following assets held by the Bank for the account of the undersigned, whether these are in the possession of the Bank or are in the possession of other persons or companies at the disposition of the Bank, shall, in particular (but without limitation), be



considered as Pledged Assets:

a) all assets, cash, claims, securities, including book-entry securities (in the sense of the Federal Law on Book-Entry Securities), value-rights and other property wherever deposited, in particular those currently (or in the future) deposited with the Bank (including at any affiliate/branch within the Bank's group) including claims and rights of any kind and nature the Pledgor is or will be holding with the Bank such as rights and title to value rights, including any rights of subscription, conversion, replacement and extension of assets, other claims of the Pledgor against any third party including rights deriving from fiduciary transactions, securities lending transactions and any claim of restitution and right and/or privilege resulting from it; and/or

b) all bills of lading, airway bills, delivery orders, warrants, warehouse certificates, receipts, trust receipts, invoices, drafts, bills of exchange, promissory notes, insurance policies, mortgage notes, documents of title or any other document whatsoever and wherever deposited, in particular those which are now or may hereafter be delivered into the possession of the Bank (including branches and affiliates) or its agent or nominee, as well as the claims arising under or derived from these documents; and/or

c) all goods (including any goods described in or represented by any documents listed under above item b) wherever deposited, in particular those which are now or may at any time be or be delivered into the possession of the Bank or carried, warehoused or stored in the name of, or otherwise deposited or lodged with, the Bank (including branches and affiliates) or its agent or nominee; and/or

d) all due or future fruits, incomes and other rights deriving from the assets listed above, such as interests, dividends, warrants,

accessories and ancillary claims, rights of subscription, conversion, replacement and extension of assets; and/or

e) all other goods at present or in the future directly or indirectly for any reason in the possession or at the disposal of the Bank either in warehouses, with forwarders, in transport or otherwise in deposit or processing; this also to the extent that possession devolves upon the Bank through documents of any kind (such as bills of lading, storage warrants, etc.).

The Pledgor accepts that any pledge created hereunder shall be a first-rank pledge over the Pledged Assets for the benefit of the Bank exclusively.

**ASSIGNED CLAIMS.** The Pledgor hereby assigns to the Bank all of its claims and other rights with respect to third parties including all existing and future preferential and accessory rights. The Assigned Claims, in particular (but without limitation), include any and all claims and rights:

a) arising under contracts entered into by the Pledgor with respect to any goods which have been purchased, sold or held or which are to be purchased, sold or held by the Pledgor, and which are financed by the Bank; and/or

b) arising under guarantees, letters of credit, standby letters of credit, letters of indemnity, bills of exchange or similar obligations issued to or incurred by third parties for the benefit of the Pledgor in relation to transactions which are financed by the Bank;

c) arising under insurance contracts related to goods whose purchase is being financed by the Bank;



d) arising under or in relation with hedging transactions in relation to which the Lender has granted any Financing;

e) arising under any and all wash-out, book-out, circle settlement, netting or other similar agreement or arrangement pursuant to which the rights and obligations of the parties to two or more contracts for the sale and purchase of a particular commodity are effectively cancelled and substituted by new payment obligations calculated by reference to the sale prices agreed in such contracts;

f) that the Pledgor may have against a carrier of any goods in relation to which the Bank has granted a financing, whether under a bill of lading or otherwise; and/or

**DELIVERY, ENDORSEMENT AND ASSIGNMENT OF ASSETS.** Where pledged assets are lodged with third parties, the Bank is empowered to take all or part of such assets into its own possession at any time, notwithstanding that it has earlier consented to possession by such third parties or delivered such assets to such third parties for safekeeping. The Pledgor shall endorse in blank all pledged assets which are transferable by endorsement. This General Deed of Pledge and Assignment operates to assign in pledge to the Bank those which are transferable by assignment. This agreement shall constitute and execute an assignment of all claims of the undersigned to the proceeds of fiduciary placements by the Bank to secure all claims of the Bank.

**NOTIFICATION OF BANK'S RIGHTS.** The Bank may notify (or cause the Pledgor to notify):

a) at any time the Bank deems appropriate (in its entire discretion) (i) to any relevant person, including, but not limited to, any person who possesses or otherwise controls any

Pledged Asset(s) that a security interest over or in relation to the relevant Pledged Asset(s) has been created in favor of the Bank, and/or (ii) to any debtor (assignees such as buyers of goods) or third party (in particular guarantor and sureties) of the assignment made herein by serving to, and collecting from, such debtor a notice of assignment in a form satisfactory to the Bank;

b) to the extent necessary, the Pledgor hereby expressly authorizes the Bank to proceed with such notifications.

**EXERCISE OF RIGHTS.** The supervision, observation and exercise of rights arising from Securing Assets shall be the sole responsibility of the Pledgor and the Bank shall only be obligated to dispatch written notices, offers and communications concerning the Securing Assets received by it to the Pledgor at the last address communicated by the Pledgor. The Bank will also dispatch to the Pledgor copies of public notices published in newspapers and circulars, which come to the Bank's attention, but accepts no responsibility or liability for any failure to do so. Further, it is the responsibility of the Pledgor to take the necessary precautions to maintain the value of the collateral security established hereunder. However, the Bank is authorized, but not obligated, to take such precautions at its own discretion but at the expense and risk of the Pledgor. The Bank is authorized at any time to take any Securing Asset lodged with third parties into its own custody, to notify third parties, to give notice and to collect claims and securities, and in the case of mortgage titles, to exercise all rights that belong to the mortgagor (cf. Article 806, 808 f., 822, 832 f., 852 and al. of the Swiss Civil Code).



**TOP-UP.** Should the value of the Securing Assets have decreased since the perfection of the security or should the Securing Assets for any other reason not be deemed sufficient anymore by the Bank (acting in its sole and absolute discretion) then the Pledgor shall be obliged, at any time, to increase or improve the value of the Securing Assets in such manner as the Bank deems acceptable and sufficient.

**UNDERTAKINGS.** The Pledgor shall:

- a) take or cause to be taken all necessary steps to protect the Securing Assets;
- b) not create or permit to subsist any security interest or other preferential right or encumbrance over any Securing Asset in favor of any third-party;
- c) procure that all instruments entered into as security for and/or in connection with the Securing Assets are and remain in full force and effect;
- d) forthwith provide the Bank with any documentary title and other documents that may be necessary to create a security interest over the Securing Assets (and in particular, upon the request of the Bank, to endorse or otherwise transfer or assign the documents provided for hereunder or any other document) as well as any document evidencing or representing the Securing Assets;
- e) provide such information relating to the Securing Assets and take such action with respect thereto as the Bank may require;
- f) perform its obligations under all contracts creating or relating to the Securing Assets and notify the Bank of any breach of

any such contract by any of the parties thereto and of any fact or event that may have an adverse effect on the Securing Assets;

g) pay or cause to be paid on time all freight, warehouse charges, rent and all other costs of transportation and storage of the Pledged Assets;

h) if so required by the Bank, institute proceedings against any third party responsible for the storage or carriage of any Pledged Asset in the event of any breach or default by such third party in respect of its obligations;

i) keep or cause to be kept all physical goods, stock in trade, inventories and assets pledged hereunder insured in their full value against all usual risks and against such other risks and contingencies and with such insurer as the Bank may from time to time specify or approve and if so required by the Bank, procure that the interest of the Bank is endorsed on the policy as loss payee or co-insured, as the case may be; it shall hold the policies of such insurance and proof of payment of the current premiums on behalf of the Bank and deliver the same to the Bank immediately on demand;

j) unless otherwise instructed in writing by the Bank, procure that the Assigned Claims be paid exclusively on the account of the Pledgor held with the Bank, in particular by including a clear indication to that effect on any invoices, contracts or other relevant documents; and

k) should the Assigned Claims not have been paid, promptly pay or cause to be paid over to the Bank any amounts hereunder assigned received from any debtor and specify to the Bank the Assigned Claim to which such



payment relates.

**REALIZATION OF SECURING ASSETS.** The Bank may sell (including to itself), offset, cover, hedge, declare due and settle, or take other action with respect to any and all of the Securing Assets as in its opinion appears necessary to cover or preserve the Secured Obligations, whether or not already due and payable, and to apply the net proceeds in settlement of any and all Secured Obligations. Such sales or other actions may take place without prior notice to the Pledgor or the Debtor and without any other formality and without regard to the provisions of the Federal Law on Debt Enforcement and Bankruptcy Act (hereinafter the "**DEBA**") and may be public or private as the Bank may decide in its sole and absolute discretion, immediately upon occurrence of any of the following events (each, an "**Event of Default**"):

- a) the Debtor and/or the Pledgor fails to fulfil any obligation to the Bank in relation to this General Deed of Pledge and Assignment, and/or any Secured Obligation, and/or any Securing Asset;
- b) any third-party that holds or possesses any Pledged Asset or is the debtor of any Assigned Claim fails to fulfil any obligation to the Bank in relation to any such Pledged Asset or Assigned Claim;
- c) the value of the Securing Asset(s), in the opinion of the Bank, has declined or threatens to decline below a value that the Bank deems acceptable;
- d) the Pledgor and/or the third-party debtor under any Assigned Claim fails to pay any such Assigned Claim as it falls due and/or in a manner that complies with the terms and conditions of such Assigned Claim, or otherwise

fails to fulfill any obligation arising out of the agreement from which such Assigned Claim stems;

e) any of the following events (hereinafter an "**Insolvency Event**") occurs or threatens to occur in relation to the Pledgor, the Debtor and/or any third-party that holds or possesses any Pledged Asset or is the debtor of any Assigned Claim (hereinafter the "**Defaulting Party**"): the Defaulting Party either:

- i) is insolvent
- ii) has suspended its payments (within the meaning of Art. 190 para. 2 DEBA)
- iii) is overindebted (within the meaning of Art. 725 para. 2 of the Swiss Code of Obligations)
- iv) has been declared bankrupt by any competent court or administrative authority, or such court or authority has granted a provisional or definitive moratorium in relation to such Defaulting Party or a composition agreement or moratorium has been entered into with one or more Defaulting Party's creditors
- v) assets (including a portion thereof) of the Defaulting Party have been seized, attached, realized, or blocked in a manner that prevents, or threatens to prevent, in the opinion of the bank, the performance of the Defaulting Party's obligations towards the Bank or in relation to the Securing Assets
- vi) has been dissolved and/or placed into liquidation
- vii) is in any other situation that, in the Bank's opinion, prevents, or threatens to prevent the performance of the Defaulting



Party's obligations towards the Bank or in relation to the Securing Assets.

f) the Debtor and/or the Pledgor and/or the third-party that holds or possesses any Pledged Asset or is the debtor of any Assigned Claim, is in any other situation that prevents or impairs, or threatens to prevent or impair, in the opinion of the bank, the ability of the Debtor and/or the Pledgor or the third party to perform its obligations.

The Pledgor hereby appoints and authorizes the Bank, upon the occurrence of an Event of Default to be its attorney and, in its name and on its behalf, execute, deliver and perfect all documents and do all other things that the Bank may consider to be necessary for carrying out any obligation imposed on the Pledgor under this General Deed of Pledge and Assignment or exercising the rights conferred to the Bank by this General Deed of Pledge and Assignment or by the law, in particular in relation to the any private realization of the Pledged Assets. In addition, the Pledgor authorizes the Bank to retain and liquidate book-entry securities in the sense of the Article 21 para. 1 of the Federal Law on Book-Entry Securities, to dispose over the book-entry securities in the name and for the account of the Bank and to create a security interest in favor of the Bank in the sense of the Articles 22 para. 2 and 26 para. 1, respectively, of the Federal Law on Book-Entry Securities Law.

If there is more than one Secured Obligation, the Lender may freely decide to which Secured Obligation(s) the Securing Asset(s) or the proceeds thereof shall be applied. If there is more than one Securing Asset, the Lender may freely decide in which order and to what extent the Securing Asset(s) shall be enforced. Failure by the Bank to sell or otherwise realize any Securing Asset after the occurrence of any Event of Default shall not result in any liability

of the Bank and shall not prejudice any of the rights of the Bank under this General Deed of Pledge and Assignment or resulting from the law.

The Bank retains the right at all times, notwithstanding earlier sales or realization of Securing Assets without formality or notice, to take any measures in accordance with the DEBA. In particular, notwithstanding the provisions of Art. 41 DEBA or any other applicable law, the Bank shall be at liberty to institute and pursue the enforcement of any and all Secured Obligations pursuant to regular debt enforcement proceedings without having first to realize the Securing Assets.

**ASSISTANCE OF PLEDGOR.** The Pledgor agrees to take all measures necessary to convey valid, unencumbered ownership in pledged assets to purchasers of such assets sold by the Bank.

**REPRESENTATIONS AND WARRANTIES.** The Pledgor represents and warrants that:

- a) it is the sole legal owner of the Securing Asset(s) and has the right to create the security interest(s) created hereunder;
- b) the Assigned Claims duly exist, are legally valid and are fully collectable;
- c) the Assigned Claims are freely assignable;
- d) the Securing Assets have not been previously pledged nor assigned to any third party; they are otherwise free of any lien, pledge, retention right, security interest, charge, encumbrance of any kind or any other type of preferential arrangement in favor of any third-party;
- e) the third-party debtor(s) of the Assigned Claims is (are) solvent; and
- f) the third-party debtor(s) of the Assigned Claims do not and will not





have any enforceable objection to oppose to the creditor(s) of the Assigned Claims. In particular, it (they) is (are) not currently in a position to set off any claim it (they) may have against those assigned herein.

**NOTICES.** Notices provided for in this agreement shall include those delivered by registered letter, telex, telefax or other electronic means and shall be deemed given at that time when, considering all the circumstances, it is probable that the addressee (i.e. the undersigned or the Bank) actually received such notice at that designated place.

#### **SPECIAL PROVISIONS FOR PLEDGED ASSETS**

a) To the extent that Pledged Assets are in transport at the moment of the creation of the pledge, the Pledgor hereby assigns to the Bank the documents issued or to be issued in respect of such goods (such as bill of lading, freight bills, insurance policies, warehouse receipts, etc.) and all the present or future claims against forwarders, insurance companies, etc. directly or indirectly connected therewith.

b) Storage and transport of physical goods being subject to the pledge created herein shall be effected at the exclusive cost and risk of the Pledgor who shall also arrange for adequate maintenance. The goods shall be insured by the Pledgor, at its expense, with an insurance company agreeable to the Bank, against all possible risks, and the insurance documents shall be given to the Bank complete with the necessary assignments. In case of noncompliance, the Bank shall be entitled, but not obligated, to arrange for the Pledged Assets being insured at the expense of the Pledgor and/or Debtor at the Bank's

discretion, with an insurance company to be designated by the Bank.

c) The Pledgor assigns to the Bank all claims arising from a sale of the Pledged Assets or part thereof as well as all claims directly or indirectly connected with such goods, including all claims for loss or damages, if any, against the forwarders, carriers, storekeepers, insurance companies, etc. The Bank is entitled to notify the third-party debtor of such assignment.

**PRESERVATION.** The Pledgor shall, at first request and at its own expense, do any act (including, where necessary, the registration of this General Deed of Pledge and Assignment) and execute all documents in Switzerland and/or abroad which the Bank may consider to be necessary or expedient for constituting, perfecting, maintaining or protecting the security interest created hereunder and to maintain the value of the Securing Assets. The Bank may, with no liability on its part, take such steps at the expense and risks of the Pledgor. If in the opinion of the Bank, this General Deed of Pledge and Assignment is ineffective to create a valid and perfected security interest in any jurisdiction, the Pledgor shall execute and where applicable register, any security agreement or other documents, all in form and substance acceptable to the Bank, as the Bank determines is necessary for the purpose of (i) constituting or perfecting a valid and perfected security interest on any of the Securing Assets in such jurisdiction or (ii) otherwise for securing the Secured Obligations.

**SURVIVAL OF POWERS.** Any and all power granted herein shall not terminate upon the death or insolvency or bankruptcy of the Pledgor or Debtor or for any of the other



reasons stipulated in Articles 35 and 405 of the Swiss Code of Obligations. This General Deed of Pledge and Assignment shall remain in force until the full and final settlement of all sums owed by the Pledgor or Debtor towards the Bank.

**CONTINUING SECURITY.** The rights of the Bank under this General Deed of Pledge and Assignment shall be continuing security for the payment of the Secured Obligations and not be considered as satisfied by any intermediate payment or satisfaction of the whole or any part of any sum owing (actually or contingently). As a result, the Bank shall be entitled to retain any and all Securing Assets until the full repayment of all Secured Obligations.

**INDEPENDENCE STATEMENT.** The undersigned agrees that the rights and authority of the Bank shall not be affected in any manner by the performance of investments represented by collateral security nor by the fact that the Bank or another entity may have provided advice and/or management on such investments

**The PLEDGOR** [\_\_\_\_\_], has taken notice of the above terms and conditions and expressly declares to agree with all items stipulated therein.

**The DEBTOR** [\_\_\_\_\_], has taken notice of the above terms and conditions and expressly declares to agree with all items stipulated therein.

Place and Date

\_\_\_\_\_

Place and Date

\_\_\_\_\_

**GOVERNING LAW AND PLACE OF JURISDICTION.** All legal relations between the Pledgor and the Bank are governed by Swiss law.

Place of performance and debt collection for the Pledgor domiciled or residing outside of Switzerland, as well as the place of jurisdiction for all proceedings, irrespective of the domicile or the residence of the Pledgor, is Geneva, Switzerland.

The Bank is however entitled to sue or initiate any legal proceedings against the Pledgor in any competent court or before any other competent authority at the Pledgor's domicile or seat or before any other court or before any other competent authority, in which cases Swiss law shall exclusively apply.

The Pledgor waives any objection on the applicability of Swiss law or on the ground of venue or forum non convenience or any similar grounds.

Authorized signature of the Pledgor

\_\_\_\_\_

Authorized signature of the Debtor

\_\_\_\_\_



**CRS**  
**ENTITY TAX RESIDENCY**  
**SELF-CERTIFICATION FORM**

The Swiss legislation implementing the OECD Common Reporting Standard (CRS), including the Swiss Federal Act on the International Automatic Exchange of Information in Tax Matters (Swiss AEOI Act), and the AEOI Agreements between Switzerland and its partner jurisdictions require the Bank to collect information relating to an Account Holder's residence for tax purposes. In accordance with the above mentioned regulations, the undersigned Account Holder hereby declares and confirms the below certifications to the Bank.

Key terms are defined in the Glossary. Neither this document nor any related written or oral explanations constitute tax advice. The Bank recommends contacting a qualified tax advisor or the relevant tax authorities, if required.

**Part 1 Identification of Account Holder (Entity)**

**A. Legal Name of the Entity:** \_\_\_\_\_

**B. Country of Incorporation:** \_\_\_\_\_

**C. Current residence address** \_\_\_\_\_

**Line 1** *(House/Apt/Suite Name/Number / Street)* \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Line 2** *(Town/City/Province/State)* \_\_\_\_\_

\_\_\_\_\_

**Country** \_\_\_\_\_

**Postal Code/Zip Code** \_\_\_\_\_



### A. Financial Institutions:

- If you have ticked **(1)**, or **(2)** above, please provide, if held, the Account Holder's global Intermediary Identification Number ("GIIN") obtained for FATCA purposes.

						•						•			•				
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☐ **(1)** Active NFE – Publicly traded, a corporation the stock of which is regularly traded on an established securities market or a corporation which is a related entity of such a corporation (Complete part 3) If you have ticked **B (1)** above, please provide the name of the established securities market on which the corporation is regularly traded:

If you are a Related Entity of a regularly traded corporation, please provide the name of the regularly traded corporation that the Entity in B (1) is a Related Entity of:

- ☐ **(2)** Active NFE - a Government Entity  
(Complete part 3)
- ☐ **(3)** Active NFE - an International Organization (Complete part 3)
- ☐ **(4)** Active NFE - a Central Bank  
(Complete part 3)
- ☐ **(5)** Active NFE -other than (1) to (4)  
(Complete part 3)  
*This category covers all Active NFE statuses that are not separately listed above (e.g. Active NFEs by reason of income and assets or Non-Profit NFEs).*
- ☐ **(6)** Passive NFE (Complete Part 4)



**Part 3 Country of Residence for Tax purposes and related Taxpayer Identification Number of equivalent number ("TIN")**

Please complete the following table indicating

- I. Where the Account Holder is a tax resident;
- II. The Account Holder's TIN for each country indicated

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

**Reason A** The Account Holder's country/jurisdiction of residence for tax purposes does not assign TINs to its residents.

**Reason B** Despite the country/jurisdiction of residence for tax purposes generally issuing TINs, the Account Holder is not required to obtain a TIN.

**Reason C** The country/jurisdiction of residence for tax purposes stated above is Switzerland

**Reason E** The Account Holder is otherwise unable to provide a TIN. Please specify the reason below:

Country of tax residence		TIN	If no TIN available enter Reason A, B, C, D or E
1			
2			
3			

Please explain in the following boxes why you are unable to obtain a TIN if you selected **Reason E** above.

1	
2	
3	

#### Part 4 Identification of Controlling Persons

This section must be completed if it was previously indicated in Part 2 that the entity is a Passive NFE or an Investments Entity managed by another Financial Institution *and located in a Non-Participating Jurisdiction*

Please complete the table below for each Controlling Person.

- If there are more than three Controlling persons, please use a separate sheet (*Sign and date the separate sheet and attach this form*).
- If a Controlling person is tax resident in more than three countries, please use a separate sheet (*Sign and date the separate sheet and attach this form*).

#### Part 4 – Controlling Persons

##### Controlling Person 1

<b>Name of Controlling Person</b>	Last Name: _____ First Name: _____
<b>Current Residence Address</b>	Street Address: _____ _____ Town/City/Province/Country/State _____ Country _____ Postal Code/Zip Code _____
<b>Date of Birth (DD/MM/YYYY)</b>	_____
<b>Place of Birth</b>	Town or City of Birth _____ Country of Birth _____

Please complete the following table indicating (i) where the Controlling Person is tax resident and (ii) the Controlling Person's TIN for each country indicated. *If the Controlling Person is tax resident in more than three countries please use a separate sheet (Sign and date the separate sheet and attach it to this form).*

#### Note:

(1) If a TIN is unavailable please provide the appropriate reason – **A, B, C, D or E**

**Reason A** My country/jurisdiction of residence for tax purposes does not assign TINs to its residents.

**Reason B** I am a new resident and my TIN is not issued yet (please note that the TIN must be submitted within 90 days).



**Reason C** Despite the country/jurisdiction of residence for tax purposes generally issuing TINs, I am not required to obtain a TIN.

**Reason E** I am otherwise unable to provide a TIN. Please specify the reason below:

Country of Tax Residence		TIN	If no TIN available enter Reason A, B C D or E
1			
2			
3			

**Explanation:** If Reason E is selected above, please explain in the following boxes why the Controlling Person is unable to obtain a TIN

1			
2			
3			

#### Type of controlling person 1

- ☐ Controlling Person of a legal person - control by ownership  
☐ Controlling Person of a legal person - control by other means  
☐ Controlling Person of a legal person - senior managing official
- ☐ Controlling Person of a legal arrangement - Settlor or settlor equivalent  
☐ Controlling Person of a legal arrangement - Trustee or trustee equivalent  
☐ Controlling Person of a legal arrangement - Protector or protector equivalent  
☐ Controlling Person of a legal arrangement - Beneficiary or beneficiary equivalent  
☐ Controlling Person of a legal arrangement - Other equivalent

#### Controlling Person 2

<b>Name of Controlling Person</b>	Last Name: _____ First Name: _____
<b>Current Residence Address</b>	Street Address: _____ _____ Town/City/Province/Country/State _____ Country _____ Postal Code/Zip Code _____
<b>Date of Birth (DD/MM/YYYY)</b>	_____
<b>Place of Birth</b>	Town or City of Birth _____ Country of Birth _____



Please complete the following table indicating (i) where the Controlling Person is tax resident and (ii) the Controlling Person's TIN for each country indicated. *If the Controlling Person is tax resident in more than three countries please use a separate sheet (Sign and date the separate sheet and attach it to this form).*

**Note:**

(1) If a TIN is unavailable please provide the appropriate reason – **A, B, C, D or E**

**Reason A** My country/jurisdiction of residence for tax purposes does not assign TINs to its residents.

**Reason B** I am a new resident and my TIN is not issued yet (please note that the TIN must be submitted within 90 days).

**Reason C** Despite the country/jurisdiction of residence for tax purposes generally issuing TINs, I am not required to obtain a TIN.

**Reason E** I am otherwise unable to provide a TIN. Please specify the reason below:

Country of Tax Residence		TIN	If no TIN available enter Reason A, B C D or E
1			
2			
3			

**Explanation:** *If Reason E is selected above, please explain in the following boxes why the Controlling Person is unable to obtain a TIN*

1			
2			
3			

**Type of controlling person 2**

- ☐ Controlling Person of a legal person - control by ownership  
☐ Controlling Person of a legal person - control by other means  
☐ Controlling Person of a legal person - senior managing official
- ☐ Controlling Person of a legal arrangement - Settlor or settlor equivalent  
☐ Controlling Person of a legal arrangement - Trustee or trustee equivalent  
☐ Controlling Person of a legal arrangement - Protector or protector equivalent  
☐ Controlling Person of a legal arrangement - Beneficiary or beneficiary equivalent  
☐ Controlling Person of a legal arrangement - Other equivalent



Controlling Person 3

Name of Controlling Person	Last Name: _____ First Name: _____
Current Residence Address	Street Address: _____ _____ Town/City/Province/Country/State _____ Country _____ Postal Code/Zip Code _____
Date of Birth (DD/MM/YYYY)	_____
Place of Birth	Town or City of Birth _____ Country of Birth _____

Please complete the following table indicating (i) where the Controlling Person is tax resident and (ii) the Controlling Person's TIN for each country indicated. *If the Controlling Person is tax resident in more than three countries please use a separate sheet (Sign and date the separate sheet and attach it to this form).*

**Note:**

(1) If a TIN is unavailable please provide the appropriate reason – **A, B, C, D or E**

**Reason A** My country/jurisdiction of residence for tax purposes does not assign TINs to its residents.

**Reason B** I am a new resident and my TIN is not issued yet (please note that the TIN must be submitted within 90 days).

**Reason C** Despite the country/jurisdiction of residence for tax purposes generally issuing TINs, I am not required to obtain a TIN.

**Reason E** I am otherwise unable to provide a TIN. Please specify the reason below:



Country of Tax Residence		TIN	If no TIN available enter Reason A, B C D or E
1			
2			
3			

**Explanation:** If Reason E is selected above, please explain in the following boxes why the Controlling Person is unable to obtain a TIN

1			
2			
3			

#### Type of controlling person 3

- |  |  |
|--|--|
| <input type="checkbox"/> Controlling Person of a legal person - control by ownership     | <input type="checkbox"/> Controlling Person of a legal arrangement - Settlor or settlor equivalent         |
| <input type="checkbox"/> Controlling Person of a legal person - control by other means   | <input type="checkbox"/> Controlling Person of a legal arrangement - Trustee or trustee equivalent         |
| <input type="checkbox"/> Controlling Person of a legal person - senior managing official | <input type="checkbox"/> Controlling Person of a legal arrangement - Protector or protector equivalent     |
|  | <input type="checkbox"/> Controlling Person of a legal arrangement - Beneficiary or beneficiary equivalent |
|  | <input type="checkbox"/> Controlling Person of a legal arrangement - Other equivalent                      |

#### Part 5 Change in Circumstance

For the duration of the contractual relationship with the Bank, I hereby confirm that I undertake to notify the Bank within 30 days on my own initiative, if the Account Holder's (or the Controlling Persons', if any) country(ies)/jurisdiction(s) of residence for tax purposes changes. If any certification made on this form becomes incorrect (including any changes to the information on Controlling Persons, if any), I agree that I will submit a new form and/or further necessary forms and documentation within 90 days after such change in circumstances.

In case of any change in circumstances, I further affirm that I am aware that the above mentioned relationship with the Bank may be terminated, if the Account Holder (or one of the Controlling Persons, if any) fails to comply with the obligation to submit the relevant documentation required to determine the country(ies)/jurisdiction(s) of residence for tax purposes of the Account Holder (or the Controlling Persons, if any)



**Part 6 Declaration and Signature**

I understand that the information supplied by me is covered by the full provisions of the term and conditions governing the Account Holder's relationship with Credit Europe Bank (Switzerland) SA setting out how Credit Europe Bank (Switzerland) SA may use and share the information supplied by me.

I declare that the information provided in this form is accurate and complete.

I acknowledge that the information contained in this form and information regarding the Account Holder and any Reportable Account(s) may be provided to the tax authorities of the country in which this account(s) is/are maintained and exchanged with tax authorities of another country or countries in which the Account Holder may be tax resident pursuant to intergovernmental agreements to exchange financial account information. By signing this form I hereby confirm that the Controlling Person(s) identified in this form has been informed about the content of this form and the Bank's obligation to exchange information with the relevant tax authorities as explained in this form and agrees with the content of this form.

I am aware that based on Article 35 of the Swiss AEOI Act, willfully providing incorrect information on a self-certification, not notifying the Bank about any change in circumstances or providing incorrect information about any change in circumstances is subject to penalty.

I certify that I am the Account Holder of all the account(s) to which this form relates.

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

Print name: \_\_\_\_\_

Place, date: (dd/mm/yyyy) \_\_\_\_\_

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

Print name: \_\_\_\_\_

Place, date: (dd/mm/yyyy) \_\_\_\_\_

## Part 7 Glossary

### **Account Holder**

The term Account Holder means the person listed or identified as the holder of a Financial Account by the Financial Institution that maintains the account. A person, other than a Financial Institution, holding a Financial Account for the benefit or account of another person as agent, custodian, nominee, signatory, investment advisor, or intermediary, is not treated as holding the account for purposes of FATCA and AEOI/CRS, and such other person is treated as holding the account. In the case of a banking relationship of a trust, the trust is the Account Holder for AEOI/CRS purposes and not the trustee.

### **Country/jurisdiction of residence for tax purposes**

Generally, an individual is resident for tax purposes in a country/jurisdiction if, under the laws of that country/jurisdiction (including tax conventions), he/she pays or should be paying tax therein by reason of his/her domicile, residence, or any other criterion of a similar nature (i.e. full tax liability), and not only from sources in that jurisdiction. Dual resident individuals may rely on the tiebreaker rules contained in tax conventions (if applicable) to solve cases of double residence for determining their residence for tax purposes.

### **Financial Account**

The term financial account means an account maintained by a Financial Institution, and includes a Depository Account, a Custodial Account and:

- a) In the case of an Investment Entity, any equity or debt interest in the Financial Institution. Notwithstanding the foregoing, the term Financial Account does not include any equity or debt interest in an Entity that is an Investment Entity solely because it (i) renders investment advice to, and acts on behalf of, or (ii) manage portfolio for, and acts on behalf of a customer for the purpose of investing, managing, or administering Financial Assets deposited in the name of the customer with a Financial Institution other than such Entity;
- b) In the case of a Financial Institution not described in subparagraph (a), any equity or debt interest in the Financial Institution, if the class of interests was established with a purpose of avoiding reporting and
- c) Any Cash Value Insurance Contract and any Annuity Contract issued or maintained by a Financial Institution, other than a noninvestment-linked, non-transferable immediate life annuity that is issued to an individual and monetizes a pension or disability benefit provided under an account that is an Excluded Account

The term Financial Account does not include any account that is an Excluded Account.

### **Reportable Account**

The term Reportable Account means an account held by one or more Reportable Persons or by a Passive NFE (or a Professionally Managed Investment Entity in a Non-Participating Jurisdiction) with one or more Controlling Persons that is a Reportable Person, provided it has been identified as such pursuant to the applicable AEOI/CRS due diligence procedures.

**Reportable Person**

The term Reportable Person means a person that is resident for tax purposes in a Reportable Jurisdiction under the tax laws of such jurisdiction other than: (i) a corporation the stock of which is regularly traded on one or more established securities markets; (ii) any corporation that is a Related Entity of a corporation described in clause (i); (iii) a Governmental Entity; (iv) an International Organization; (v) a Central Bank; or (vi) a Financial Institution.

**Reportable Jurisdiction**

The term Reportable Jurisdiction means a country/jurisdiction (i) with which Switzerland has an agreement in place pursuant to which Switzerland is obliged to provide the information about the residents of that country/jurisdiction and their accounts (Reportable Accounts), and (ii) which is identified in the following list: <https://www.sif.admin.ch/sif/en/home/themen/internationale-steuerpolitik/automatischer-informationsaustausch.html>

**TIN**

The term TIN means Taxpayer Identification Number or a functional equivalent in the absence of a TIN. A TIN is a unique combination of letters or numbers assigned by a jurisdiction to an individual or an entity and used to identify the individual or entity for the purposes of administering the tax laws of such jurisdiction. Further details of acceptable TINs can be found on the OECD AEOI Portal <http://www.oecd.org/tax/automatic-exchange/>

## RISKS INVOLVED IN TRADING FINANCIAL INSTRUMENTS

Account Base Number:  
  

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### I. ACKNOWLEDGEMENT OF RECEIPT OF THE BROCHURE "RISKS INVOLVED IN TRADING FINANCIAL INSTRUMENTS"

We hereby confirm that we have received the brochure "Risks involved in Trading Financial Instruments"

Place, date

Signature  
  

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### II. WAIVER OF RISK INFORMATION (TO BE SIGNED BY THE CLIENT IN CASE OF WAIVER OF RISK INFORMATION)

We hereby confirm that we have received the brochure "Risks involved in Trading Financial Instruments".

We are familiar with the types of transactions described in this document. Therefore, we release the Bank to provide us with additional information.

Place, date

Signature  
  

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To be completed by the Bank (CR)

Date and Signature

## CONDITIONS FOR EXCHANGE-TRADED DERIVATIVES AND DERIVATIVES TRANSACTIONS EXECUTED ON THE OVER-THE-COUNTER MARKET AND FOREIGN CURRENCY TRADING

Account Base Number:

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These conditions (the “**Conditions**”) govern transactions and processes relating to derivatives traded on exchanges or other trading venues, as well as over-the-counter (“**OTC**”) derivatives and transactions and processes relating to foreign currency trading executed in the name of Credit Europe Bank (Suisse) SA (hereinafter the “**Bank**”) for the account and at the risk of the Client as defined under the Swiss Financial Market Infrastructure Act (“**FMIA**”)

### 1. Terms

1.1. The terms “**Derivatives**” and when executed “**Derivatives Transaction**” include Listed Derivatives (Futures and Options), OTC Derivatives (OTC Forwards, Swaps and Options), and / or any other financial instruments which the Bank deems to be a derivative under any applicable rules.

1.2. The term “**Forex**” and when executed “**Forex Transaction**” describes the trading in precious metals or foreign exchange.

### 1. Authorization, Instructions Related to, Execution and Confirmation of Derivative/Forex Transactions

2.1. By executing these Conditions, the Client hereby authorizes the Bank to enter into Derivatives and Forex Transactions as defined under Section 1. The Bank may only execute Derivatives or Forex Transactions when ordered by the Client. All these Transactions are subject to the conditions set out herein.

2.2. If the Bank executes Derivatives or Forex Transactions ordered by the Client, the Bank enters into Derivatives or Forex Transactions for the account of and at the risk of the Client only upon specific and clear instructions from the Client. **The Bank is under no obligation to accept such instructions.** Depending on the market conditions, the Bank may not be in a position to and reserves its right not to complete a Derivative or Forex Transaction in its entirety.

2.3. The Bank shall execute Derivatives or Forex Transactions itself or through a broker of its choice. Derivatives and Forex Transactions may also be executed with affiliated companies of the Bank. In doing so, the Bank does not provide an advice or manage the Client’s portfolio.

2.4. The Bank sends to the Client a written confirmation/notice for the executed Derivatives and Forex Transactions. If the Client notes discrepancies between his records and the obtained written confirmation/notice, the Client must notify the Bank immediately by e-

mail or telephone followed by a written notification. If any discrepancy is not immediately notified to the Bank in writing, the written confirmation/notice and the executed Derivatives or Forex Transaction shall be deemed to be correct and ratified. If the Client fails to receive an expected written confirmation/notice, it must request such confirmation/notice immediately, but not later than on the date on which it ought to have received such confirmation/notice in the case of a normal postal delivery.

### 3. Exercising, Closing-out and Rolling of Open Positions

3.1. It is the Client's sole responsibility to make the necessary arrangements or issuing instructions, in particular to close-out, roll or exercise positions in the most appropriate time. Client is aware of the Bank's procedure and deadlines to make such arrangements. Client understands that these procedures and deadlines may differ from the relevant exchange, if any.

3.2. With respect to Derivatives Transactions the right to distribution (including dividends of an equity underlying asset or a coupon of a bond asset) falling due at or before the time the Derivative is exercised do typically not pass to the Client acquiring the underlying asset. If an exercise or maturity occurs at or after the distribution ex-date of the underlying asset, the underlying assets shall be delivered without the corresponding distribution.

3.3. The Client confirms that he is aware of and understands the scheduled maturity dates and exercise type and delivery mechanism of the Derivatives Transactions he intends to engage in and that, in particular, he is aware that short Derivatives Transactions can

be exercised either on any trading day (in the case of "American-style" options) or only on their scheduled maturity date (in the case of "European-style" options), and that exchange-traded long options may be exercised automatically on maturity date in accordance with the regulations of the exchanges and trading venues or of the Bank's brokers.

3.4. In the case of long and short positions in Derivatives Transactions linked to underlying assets with physical delivery (e.g. futures on commodities), and unless the Bank is specifically instructed otherwise by the Client no later than 12:00 midday (Swiss time) two Banking Days (i) prior to the first notice day, or (ii) prior to the last trading day in case the last trading day is set before the first notice day at the relevant exchange or prevailing market, **the Bank is entitled but not obligated to close-out or roll-over all or part of any outstanding position in Derivatives Transactions. The Bank declines any liability relating to its decision to close-out or roll-over when no instruction was provided in due time by the Client.**

3.5. In the case of long and short positions in Derivatives Transactions linked to deliverable foreign exchange rate underlying asset with physical settlement or in the case of Derivatives Transaction with cash settlement, the outstanding positions can typically be held until the scheduled maturity date.

### 4. Allocation and Offsetting

4.1. Exercise notices received by the Bank from the option-holders and/or the relevant exchange with respect to options exercised by the Bank's Clients shall be allocated among such Clients pursuant to a random allocation procedure.

4.2. With regard to Forex Transactions, the Client agrees and acknowledges that its long and short positions in the same currency and same maturity resulting from Forex trading will be aggregated amongst and netted against each other in order to obtain one single debit or credit balance per currency and maturity. The Client agrees and acknowledges that each credit or debit balance on each of its accounts with the Bank, obtained as a result of the aggregation and netting of long and short position in accordance with these conditions, may be set-off against each other at any time, without prior notice from the Bank, notwithstanding their respective currencies and maturities, at the market conditions prevailing at the date of the set-off.

4.3. The Bank shall liquidate any futures or options contracts for which an offsetting order is entered by the Client unless the Client instructs the Bank not to liquidate such futures and options contracts.

## **5. Granting of Collateral by the Client and Liquidation of Open Positions**

5.1. **As a continuing security for all present or future claims the Bank or third parties may have against the Client, irrespective of the maturity date or nature of such claims or of the currencies in which they are denominated, the Bank has a first-rank pledge and an assignment as collateral security on all Client's assets and receivables, as defined in the General Deed of Pledge and Assignment of the Bank, including without limitation, in relation to Derivatives/ Forex Transactions executed pursuant to these Conditions.** Upon execution of the Derivatives/ Forex Transactions the Client may, upon request of the Bank, assign and transfer certain assets or cash to the Bank as collateral. To this end, rights and claims arising from the collateralized asset

(e.g. securities, cash or any eligible assets) are hereby assigned to the Bank. The Bank is authorized to notify such an assignment to the relevant parties. The Bank is further authorized to assign these assets to its trading partner or to third-party depositaries, or to pledge or deposit them, likewise as collateral, where such contractual arrangements between the trading partner and the Bank are stipulated according to standard practices or legal requirements. When the collateral is no longer required, these assets may be transferred back to the Client.

5.2. The Bank is at all times entitled to change its collateral requirements in this regard. In particular, it has the right to demand additional collateral, including for already open Derivatives / Forex Transactions. If the market value of the collateral decreases, the Bank is also entitled to demand additional collateral.

5.3. The Bank is entitled to close-out or liquidate all or part of any open positions in Derivatives / Forex Transactions at any time without prior notice. This might, in particular, be the case when the collateral requirements are no longer met, for example because the Client fails to comply with a margin call, or the value of the provided collateral has diminished, or in the event of emergency (such as in cases of substantial market price fluctuations). If a Derivative / Forex Transaction can only be liquidated at a loss or, owing to the market conditions, it cannot be liquidated at all, the Client shall, moreover, be liable for any resulting additional losses. All of the Client's assets held by the Bank are pledged to the Bank to cover such obligations pursuant to the terms and conditions of the General Deed of Pledge and Assignment.

5.4. The Client shall be liable towards the Bank as principal debtor for all losses and costs incurred by the Bank (including cost of entering an offsetting or hedging transactions, brokerage costs, transaction fees, collateral execution costs, applicable taxes, legal cost and other expenses) which may arise either from the closure or the liquidation of a Derivative / Forex position or upon its expiry or which may otherwise occur as a result of a Derivative / Forex Transaction entered into for the account of the Client.

## 6. Specific Security and Margin Requirements

6.1. The amount of the Bank's claim for collateral to cover the margin requirement for each Derivatives/Forex Transaction is determined by the Bank in its sole and absolute discretion.

### 6.2. Sale and purchase of covered call-options:

The Bank shall execute the Client's orders concerning the sale and purchase of call-options on the condition that the underlying assets are placed in the Client's account. By giving the order to sell a covered call-option, the Client transfers or assigns the underlying assets and all claims relating thereto to the Bank and instructs the Bank to perform all acts necessary for the transfer of the ownership. The Bank is furthermore entitled to transfer the underlying assets to another Bank, broker or affiliated company who acts as an issuer of the options, or to the clearing organization of the exchange on which the transaction is executed.

### 6.3. Sale and purchase of put-options and of non-covered call-options:

The Bank shall execute the Client's orders concerning the sale and purchase of put-options and of non-covered call-options only if the Client transfers such assets to a margin account (the "**Margin Account**"), as the Bank shall require, taking also into consideration the foreign exchange risk, if any. The Client shall maintain in the Margin Account the required balance, as determined by the Bank, during the period one or more contracts are open.

6.4. The Margin Account does not bear any interest, is kept by the Bank without fee charges and is hereby pledged to the Bank. The Client hereby authorizes the Bank to transfer such assets from its account as are necessary to maintain the required level in the Margin Account. The Bank shall, however, re-transfer such assets to the extent the required margin is exceeded. If the margin is insufficient, if the Bank cannot transfer assets to the Margin Account for whatever reasons, or if the Client does not transfer the required assets at any time and in such manner as the Bank deems acceptable and sufficient, the Bank is entitled, but not obliged, to take such measures as it deems necessary to reestablish the required margin, including a closing of open option balances and the sale of any assets in the Client's account.

6.5. The Bank may transfer or pledge the Margin Account to another Bank, broker or affiliated company who acts as issuer of the options.



**6.6. sale and purchase of futures:**

Section 6.3. applies to sales and purchases of futures. If the Client holds assets underlying the futures transactions, section 6.2. shall apply.

6.7. The Client shall constantly maintain the margin level determined by the Bank and provide at any time and in such manner as the Bank deems acceptable sufficient collateral, cash and/or security necessary to reestablish the margin ratio regardless of the market conditions.

6.8. The Bank has the right – without any notice and at any time – to immediately close partially or totally the positions of the Client and to take any and all other measures as it deems appropriate.

**7. Right of set-off**

**For all present or future claims the Bank may have against the Client, irrespective of the maturity date or nature of such claims or of the currencies in which they are denominated, the Bank has a right of set-off, including without limitation, as a result of the Bank's execution of Derivative / Forex Transactions pursuant to these Conditions.** For the purpose of cross-currency set-off, the Bank may convert any obligation into another currency at a market exchange rate selected by it on the relevant date and determined by it on the basis of similar transactions. If the amount of an obligation is unascertained, the Client irrevocably authorizes the Bank to estimate that obligation and set-off in respect of the estimate.

**8. Obligations under the FMIA and other applicable foreign rules**

8.1. In order to comply with its obligations under the FMIA, in particular with its duties

concerning **“Clearing”, “Reporting” “Risk Mitigation Measures”** as well as **“Platform Trading”**, if applicable, the Bank is entitled to amend the present Conditions by unilateral declaration notified in writing to the Client or by instigating a bilateral agreement if the Bank deems it appropriate for the fulfilment of its **“Clearing”, “Reporting” “Risk Mitigation Measures”** as well as **“Platform Trading** under FMIA or other applicable foreign rules in connection to Derivatives Transactions.

8.2. The Client shall inform the Bank of its counterparty classification under the FMIA or other applicable laws in accordance with the Bank's standard process.

**9. Exposure risks disclaimer**

9.1. By executing these Conditions, the Client hereby confirms that it is a professional or institutional client within the meaning of the Swiss Financial Services Act (**“FinSA”**).

9.2. The Client is fully aware and acknowledges that the document **“Risks involved in Trading Financial Instruments”**, made available to the Client by the Bank does not disclose and discuss all of the risks and other characteristics of the Derivatives / Forex Transactions. The Client, however declares that (i) it accepts the terms, conditions and risks of such Derivatives / Forex Transactions and (ii) it has the financial capacity to enter into and assume all risks and losses that might occur while engaging in Derivatives / Forex Transactions. The Client releases the Bank from providing it with additional information regarding risks related to Derivatives / Forex Transactions.

9.3. **The Client acknowledges and agrees that the Bank's services are limited exclusively to the execution and transmission of**

the Client's orders to third parties and therefore by signing the present Conditions, the Client discharges the Bank of any obligation in relation thereto, acknowledges and agrees that the Bank:

- (i) **does not provide any key information document for a financial instrument. If a key information document has already been produced for a financial instrument, the Client expressly waives its right to receive such information from the Bank;**
- (ii) **does not verify the appropriateness of each transaction individually as it assumes that the Client has the required knowledge and expertise in financial investments and that it can financially assume the investment risks related to Derivatives/Forex Transactions;**
- (iii) **will not be required to document individually its financial services or provide information as per articles 15 and 16 FinSA.**

9.4. To the extent that the Client is not the beneficial owner of the account(s) or there being other parties connected to the account(s) such as an authorized signatory, trustee, settlor or controlling person (altogether the "**Connected Third Parties**"), the Client acknowledges and confirms the above, gives the above representation and provides warranty for and on behalf of all Connected Third Parties. The Client represents that he has been duly authorized by such Connected Third Parties to acknowledge and confirm the above, give the above undertakings, make the above representations, and provide the warranty.

9.5. The Client declares to indemnify the Bank in respect of any liability or debt that it may incur in executing Derivatives/Forex Transactions. It acknowledges that the Bank, the brokers and the markets do not assume any guarantee of success in respect of Derivative/Forex Transactions, and the Client therefore agrees to bear all consequences thereof.

#### **10. Release from banking secrecy and other confidentiality obligations**

10.1. The Client acknowledges that transactions related to any type of Derivatives/Forex Transactions may be effected either directly or indirectly or via one of the Banks brokers or dealers on any Swiss or foreign trading venues, including but not limited to, trading venues in the United States of America or other countries other than Switzerland.

10.2. In connection with Derivative/Forex Transactions, legal and regulatory provisions such as those governing the prevention of money laundering and terrorist financing, as well as on stock exchanges and other financial market infrastructure entities, require from the Bank to disclose various data of the Client to third parties (such as local regulatory authorities, stock exchanges, trading venues, trade repositories or other financial market infrastructure bodies in Switzerland or abroad) before, during or after a particular transaction.

10.3. The disclosed data may include but are not limited to the following information: name (i.e., the name, the LEI of the corporation or of other legal entities in the case of corporation accounts, as well as the surname and first name of any person having signing authority for and on behalf of the Client or directing activities on the Client's account(s)), address, International Bank Account Number (IBAN), account, safe custody

or metal account number of the Client, the Client identification number, the final beneficiary account, safe custody or metal account holder, the direct or indirect owner of securities, the registered shareholder and other parties involved, the background of the derivative transaction order and other details as may be requested by any third party involved in the processing of the Derivatives/Forex Transactions (the “Data”).

10.4. Failure to provide the Data may lead to the third party rejecting or blocking the Derivatives/Forex Transaction order (and possibly declaring such rejection or blocking to the local competent authorities).

10.5. The Client acknowledges and agrees that all parties involved in Derivatives/Forex Transactions (including but not limited to trading venues, trade repositories and the Bank’s brokers or dealers) may transfer the Data to assigned third parties in other countries for further processing or data back-up. Such processing may be operated through persons in foreign countries, according to the local legislation. As a result, the authorities of such countries may request or obtain requests for access to the Data held by such third parties for the purposes of fighting terrorism, monitoring or for any other purposes provided by applicable laws and regulations.

10.6. The Client ordering the Bank to execute Derivatives/Forex Transactions accepts that all Data necessary for the correct completion of the transaction may be processed outside Switzerland. The Client acknowledges that Data transmitted abroad is no longer protected by Swiss law but is subject to applicable laws in the respective foreign country which may however not grant an equivalent level of protection as Swiss laws. Such laws and regulatory requirements as well as official orders

may demand the disclosure of this Data to regulatory authorities or other third parties. By accepting this section, the Client declares that he is willing to operate transactions and **authorizes the Bank and any of its representatives, employees or agents to disclose, without any prior notice, information related to any Derivatives/Forex Transactions independent of whether the request for information was received before, during or after the completion of the transaction. This specifically includes the authorization for the Bank to provide to the involved trading venue and trade repository all Data that is requested in relation to Derivatives/Forex Transactions.**

This authorization is valid until it is revoked by specific written notification to the Bank, irrespective of any entries or deletions in any commercial register and also in the event of bankruptcy or Client’s representative death, or incapacity to act, or declaration of absence (Art. 35 of the Swiss Code of Obligations).

**10.7. The Client expressly releases the Bank and any of its representatives, employees and agents from their confidentiality duties under Swiss law, in particular pursuant to the Swiss Banking, Financial Market Infrastructure and Data Protection Act.**

10.8. The Client acknowledges and agrees that the Bank cannot be held liable for any damages suffered by the Client in connection with the disclosure or reporting of the Data to third parties, as described above. The Client shall indemnify the Bank for and holds the Bank harmless from any losses, liabilities, costs, claims, actions or demands arising out of any issue in relation to the release from banking secrecy.

**11. Contractual documentation applicable**

11.1. The Client acknowledges that the **General Terms and Conditions** of the Bank govern its relationship with the Bank in all other respects and that it has been made available the **Swiss Bankers Association's brochure "Risks Involved in Trading Financial Instruments"**, as amended from time to time and agrees to its contents including defined risks entailed by each transaction that it wishes to perform.

11.2. These Conditions shall replace any existing conditions or contracts entered previously between the Client and the Bank other than standard agreements governing OTC derivatives transactions (such as Swiss Master Agreement or ISDA agreements that the Client may have entered into with the Bank as a counterparty). These Conditions shall govern all Derivatives/Forex Transactions open at the time of the execution of these Conditions, except those governed by the standard agreements governing OTC derivatives transactions. These Conditions together with all additional documents drafted in the context of a specific

Derivatives Transactions (e.g. trade confirmations) form the entire contractual documentation for the Derivatives Transactions.

**12. Governing law and jurisdiction**

12.1. All legal relations between the Client and the Bank are governed by Swiss law.

12.2. Place of performance and debt collection for the Client domiciled or residing outside of Switzerland, as well as the place of jurisdiction for all proceedings, irrespective of the domicile or the residence of the Client, is Geneva, Switzerland.

12.3. The Bank is however entitled to sue or initiate any legal proceedings against the Client in any competent court or before any other competent authority at the Client's domicile or seat or before any other court or before any other competent authority, in which cases Swiss law shall exclusively apply.

12.4. The Client waives any objection on the applicability of Swiss law or on the ground of venue or forum non convenience or any similar grounds.

**The Client** [\_\_\_\_\_], has taken notice of the above Conditions for exchange-traded derivatives and derivatives transactions executed on the over-the-counter market and foreign currency trading and expressly declares to agree with all items stipulated therein.

**Place, Date:**

**Authorized signature of the Client(s):**

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## MANDATE FOR FIDUCIARY INVESTMENTS

Account Name:

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Account No:

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### 1. General Authorization and Instructions

The account holder (hereinafter **"the Client"**) authorizes Credit Europe Bank (Suisse) SA (**"the Bank"**) to open an account in the Client's name. The Client instructs the Bank to effect, in the Bank's name but for the account and at the risk of the Client, placements of fixed terms deposits (hereinafter **"the fiduciary investment"** or **"the investment"**), with foreign banks or financial institutions (hereinafter **"the financial intermediary"**), by using funds made available by the Client to the Bank.

The Bank shall act in the capacity of agent within the meaning of Art. 394 and seq. of the Swiss Code of Obligations. The Bank may choose the financial intermediary, the amount, the currency, the term and the other conditions of the investments at its own discretion. The Client shall however be entitled to instruct the Bank in relation to an investment or to a financial intermediary with whom said investment is to be placed. Specific instructions concerning the reinvestment of fiduciary investment due for repayment must reach the Bank at least 3 (three) business days before maturity date. Otherwise, renewal or extension and the conditions to the fiduciary investment are left to the Bank's full discretion and depends on market conditions. The Client expressly agrees that the Bank declines any liability for decisions being left to its discretion.

### 2. List of Financial Intermediaries

The Bank maintains an up-to-date list of financial intermediaries with a good credit rating with which it makes fiduciary investments. At any time, the Client has the right to request the current list of financial intermediaries as well as the Bank's standards for establishing credit ratings.

### 3. Limits

The investments shall be placed within the limits of the Client's available assets.

### 4. Bank's Obligation and Commission

The Bank has the sole obligation of paying to the Client such amounts as have been credited to it, at its free disposal, in the form of repayment of the principal and of interest, at its domicile in Geneva. The Bank shall charge the Client's account a minimum or percentage commission calculated on the amount of the investment and as stipulated with the Client at any time, in addition to the costs associated with the investment.

The Bank is expressly authorized not to inform the Client of any changes in interest rates for fiduciary placements callable upon 2 (two) days' notice. If such change occurs, the new

interest shall apply to the fiduciary investment.

## 5. Risks and liabilities

The Client is aware of and undertakes to bear all risks associated to the investment, such as the currency risk, the country risk, the transfer risk. The Client is informed and agrees that it shall bear the risk of default of the financial intermediary (*del credere risk*). In addition, the Bank shall not be liable for failure or delay in the execution of the orders by the financial intermediary for whatever reason. In the event that an investment is placed with one of the Bank's foreign entities, the risk of default shall also include the risk of default of the Bank itself.

The Bank assumes no liability for the execution of the investment orders, except in case of gross negligence.

## 6. Assignment of Claims

If the financial intermediary does not fulfil its commitments or fulfils them only partially (for example due to transfer restrictions and foreign exchange controls imposed in its own country of domicile or in the country of the investment currency, the Bank shall be obligated solely to assign to the Client the claims against the financial intermediary that have not already been transferred to the Client in any other way. The Bank shall not be bound by any other obligations.

## 7. Cancellation of the Mandate for Fiduciary Investments

The present Mandate for Fiduciary Investments ("the Mandate") may be revoked in writing by

Place, date

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client or the Bank at any time. The revocation shall have no impact on any ongoing investments. The Mandate does not expire upon legal incapacity or bankruptcy of the Client or any other causes of termination set forth in Articles 35 and 405 of the Swiss Code of Obligations.

## 8. Governing Law and Jurisdiction

The General conditions of the Bank shall apply and the Mandate shall form an integral part of the Account Opening Forms.

All legal relations between the Client and the Bank are governed by Swiss law.

Place of performance and debt collection for the Client domiciled or residing outside of Switzerland, as well as the place of jurisdiction for all proceedings, irrespective of the domicile or the residence of the Client, is Geneva, Switzerland.

The Bank is however entitled to sue or initiate any legal proceedings against the Client in any competent court or before any other competent authority at the Client's domicile or seat or before any other court or before any other competent authority, in which cases Swiss law shall exclusively apply.

The Client waives any objection on the applicability of Swiss law or on the ground of venue or forum non convenience or any similar grounds.

Client

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(Name and Signature)

## SECURITIES LENDING CONDITIONS

Client:

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Account Base Number:

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### 1. Authorization

For the purpose of securities lending, the Client (as lender) shall make permanently available to the Bank (as borrower acting on its behalf and at its own risks or on behalf of the Client and at the Client's risks) securities in its custody account(s) under the Account Base Number as specified in the Account Opening Form, provided that such securities are eligible for lending.

The Client herewith authorizes the Bank to borrow securities held in its custody account presently or in the future on the following conditions:

1.1. The extent of securities lending is contingent on market supply and demand. The Bank gives equal consideration to all its clients, by taking into account the availability, the number and previous loans of securities. Therefore, the Client shall have no legal claim regarding the actual lending of its securities by the Bank.

1.2. The Client acknowledges that, in principle, the Bank shall borrow securities if a certain deposit value of the Client's custody account has been reached. The deposit value shall be determined by the Bank, at its own discretion and considering the prevailing market conditions.

### 2. Securities Eligible for Lending

2.1. All types of securities (capital market securities and loan stock rights similar in function but not evidenced in security form) are eligible

for lending provided that they have not been expressly excluded from securities lending by the Client as per article

2.2. The Client has the right, at any time, to exclude securities from lending by notifying the Bank in writing.

2.3. The Client can include securities previously excluded from lending by notifying the Bank in writing. However, the Bank has sole authority to decide on the eligibility of securities in terms of type and minimum number.

2.4. A share shall become temporarily ineligible for lending as soon as the Client has ordered admission card from the Bank to attend a general meeting of shareholders.

### 3. Lending Period

3.1. Without prejudice to the right of the Client to terminate the lending of securities at any time as per article 11 below, the lending period for securities on loan under the present conditions (hereinafter the "**Conditions**") is determined by the Bank.

3.2. The lending period begins on the day when the Bank borrows the securities made previously available and ends on the day before they are deposited back by the Bank in the custody account of the Client.





#### **4. Ownership, Transfer, Assignment and Pledging of Securities and Stock Rights**

4.1. The Client acknowledges that the ownership of securities (including membership rights, such as voting rights and rights of financial nature connected thereto, such as dividends, interests, premiums, etc.) and any claims attached to the securities are transferred to the Bank during the lending period.

4.2. As applicable, by signing these Conditions, the Client agrees and accepts that the Conditions shall serve as an instruction to transfer intermediated securities as per Article 24 para. 1 lit. a of the Swiss Intermediated Securities Act. The Conditions shall also serve as a declaration of assignment for lent stock rights not evidenced in security form.

4.3. In the event that the securities are pledged to the Bank, at present or in the future, the associated collateral right shall not be diminished by the lending. Instead of the securities, the right of restitution of the securities is pledged or assigned to the Bank.

#### **5. Right to dispose of Securities on Loan**

5.1. The Client is entitled to claim the restitution of the securities on loan at any time and the Bank may return them at any time.

5.2. If the Client wishes to sell to a third party securities on loan, or requests from the Bank the withdrawal of securities on loan, the Bank shall deposit these securities in the Client's custody account within a period which is customary at the stock market.

5.3. However, the transfer of securities on loan to an account with another Bank may take up to five business days.

5.4. The right to dispose of securities on loan is subject to statutory and contractual rights of pledge in favor of the Bank as defined in the General Terms and Conditions and the General Deed of Pledge and Assignment of the Bank.

#### **6. Performance of Securities Lending**

6.1. Designation of securities on loan  
Securities on loan remain booked in the Client's custody account but shall be designated as "Securities Lending" immediately upon borrowing.

6.2. Client's waiver of immediate notification of lending and information request  
The Client expressly releases the Bank from the obligation to inform it of lending transactions with the securities held in its custody account(s). However, the Bank undertakes to provide such information, at any time, upon request. In addition, the details of securities lending transactions shall be indicated on all periodic account statements.

6.3. Drawing  
In the event of a drawing for redemption of individual securities, securities which are on loan cannot be taken into consideration.

6.4. Membership rights, financial rights and other rights attached to the securities on loan

##### **a) Membership rights**

In the event that the Client does not wish to relinquish its membership rights, the Client shall request in due time and by written notice that the securities in question be excluded from securities lending or from a lending transaction, definitely or for a limited period.

In respect of shareholders' general meeting attendance, such request must be received by the Bank not later than two (2)





business day prior to the deadline for ordering admission cards. It is the Client's responsibility to obtain information regarding the above. In any case, the Client shall be liable to contact the Bank in advance in relation to any changes concerning the latter deadline, which in certain cases may be shorter due to stock corporation or other statutory regulations.

**b) Financial and other right**

Unless otherwise agreed in writing and irrespective of the securities' lending status, the Bank shall perform the administrative tasks as agreed for the custody account (monitoring and notice of all dates, conversions, subscription rights, redemption of securities, etc., based on available information).

The Client acknowledges that further to the transfer of ownership of the securities on loan to the Bank as per article 4.1 above, the Bank is authorized to exercise capital market transaction rights – e.g. subscription rights, option and conversion rights, etc. – at its discretion.

Notwithstanding the above, the Client can issue instructions to the Bank to preserve rights in connection with operations on the capital market. The Bank undertakes to carry out such instructions. However, if it is impossible (or no longer possible) to carry them out, the Bank is entitled and obliged, to transfer securities or amounts effectively received in preserving such rights upon restitution to the Client. The expenses incurred in connection with the execution of the Client's instructions will be borne by the Client together with the Bank's customary expenses, commissions and charges as if the securities had not

been lent out and the Client had exercised the right on its behalf.

**7. Income**

7.1. If income (dividends, interest, premiums, etc.) falls due during the lending period, the Bank shall credit such income to the Client's account, withholding due taxes, as if the securities had not been on loan.

7.2. Article 7.1 applies to payments from capital market transactions which the Bank has to credit as per article 6.4 b).

7.3. A statement shall be issued regarding expenses, commissions and charges to be borne by the Client as per article 6.4 b).

7.4. If the Bank receives reimbursement in the form of securities, these are generally transferred upon restitution of the securities on loan.

**8. Lending Fee**

8.1. The Client shall receive as compensation for lending its securities a lending fee. The amount of the lending fee will vary according to the supply and demand of the security on the securities lending market. The lending fee is in addition determined by the number and type of securities on loan and the period of lending calculated in calendar days per article 3.2 above.

8.2. The lending fee shall be credited periodically to the account associated with the relevant custody account, provided a minimum amount was reached; such minimum amount is in principle determined by the Bank.

8.3. The Bank undertakes to provide information at any time, upon request.

## 9. Restitution of securities

Upon expiry of the lending period or upon request of the Client, the Bank undertakes to return to the Client securities in the same number and of the same type and quality as those borrowed by the Bank.

## 10. Exposure Risks Disclaimer

10.1. The Client confirms that it has provided the Bank with all relevant information for the performance of the securities lending and undertakes to communicate to the Bank without delay any new and relevant information and any circumstances likely to affect the securities lending.

10.2. The Client acknowledges that the securities lending is deemed complex and entails substantial risk of losses. Only Clients who are familiar with securities lending, have sufficient financial means and can bear potential losses in relation to them can enter into such operation. Therefore, before engaging in such transactions, the Client acknowledges that it bears, for the duration of the lending, all losses resulting from the fluctuation of the securities' price (loss of value risk).

10.3. For the duration of the loan, the Client bears the Bank's counterparty risk due to the transfer of ownership of the securities to the Bank. In case of Bank's bankruptcy, the securities on loan are included in the bankrupt's estate, and the Client's right to separation of the securities pursuant to Article 37d in conjunction with Article 16 of the Swiss Banking Act and Article 17 ff of the Swiss Intermediated Securities Act is replaced by a regular, non-privileged monetary client claim of corresponding value. This monetary claim is not covered under the deposit insurance as per Article 37h of the Swiss Banking Act and the value thereof may be substantially lower than that of the borrowed securities.

10.4. To the extent that the Client is not the beneficial owner of the custody account(s) or there being other parties connected to the account(s) such as an authorized signatory, trustee, settlor or controlling person (altogether the "**Connected Third Parties**"), the Client acknowledges and confirms the above, gives the above representation and provides warranty for and on behalf of all Connected Third Parties. The Client represents that he has been duly authorized by such Connected Third Parties to acknowledge and confirm the above, give the above undertakings, make the above representations, and provide the warranty.

## 11. Termination

11.1. The Client may, by registered letter and at any time cancel the *General authorization for securities lending* given to the Bank in the Account Opening Form.

11.2. The Bank can at any time abstain/ refrain from further engaging in securities lending with the Client. The due date for the restitution of the securities is determined according to articles 3, 5 and 9.

## 12. Relationship with other Agreements and Other Provisions

The Conditions shall form an integral part of the Account Opening Form documents. In addition, unless otherwise stipulated in these Conditions, the Bank's General Terms and Conditions apply.

## 13. Governing Law and Jurisdiction

All legal relations between the Client and the Bank are governed by Swiss law. Place of performance and debt collection for the Client domiciled or residing outside of Switzerland, as well as the place of jurisdiction for all proceedings, irrespective of the domicile or the residence of the Client, is Geneva, Switzerland.



The Bank is however entitled to sue or initiate any legal proceedings against the Client in any competent court or before any other competent authority at the Client's domicile or seat or before any other court or before any other competent authority, in which cases Swiss law shall exclusively apply.

The Client waives any objection on the applicability of Swiss law or on the ground of *venue or forum non convenience* or any similar grounds.

The Client [\_\_\_\_\_], has taken notice of the above terms and conditions and expressly declares to agree with all items stipulated therein.

Place and Date

Client(s)

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1.

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(Name and Signatures)

2.

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(Name and Signatures)

## **CLIENT CLASSIFICATION AND RISK MITIGATION REQUIREMENTS FORM UNDER FMIA**

The Federal Act on Financial Market Infrastructures and Market Conduct in Securities and Derivatives Trading of 19 June 2015 ("FMIA") together with its implementing Ordinance on Financial Market Infrastructures and Market Conduct in Securities and Derivatives Trading of 25 November 2015 ("FMIO") aim to regulate derivative trading activities, strengthen market transparency and establish market conduct rules.

In order to determine the application of certain FMIA obligations, Credit Europe Bank (Suisse) SA (the "Bank") is required to classify corporate Clients as a specific category of counterparty.

### **1. Client information**

Name of the Client :

Address :

Zip – City – Country :

LEI :

### **2. Classification**

The client is

- Large Financial Counterparty (FC+)
- Small Financial Counterparty (FC-)
- Large Non-Financial Counterparty (NFC+)
- Small Non-Financial Counterparty (NFC-)
- Exempted Counterparty
- Exempted Counterparty subject to reporting duty

For guidance on the classification please consult the Glossary below.

### **3. Declaration**

We, the undersigned, hereby certify that the information we have provided in this form is true, correct and complete in all respects. We agree to indemnify the Bank and their respective directors, officers and employees in full for any direct, indirect, incidental, special, punitive or consequential damages that may result in any way from their reliance on the information we have provided.

We confirm that we have provided the information in this document willingly without advice or help from the Bank.

We acknowledge that the Financial Market Infrastructure Act requires Swiss counterparties to report certain derivative transactions to a trade repository that is licensed or recognized by FINMA. This reporting duty requires the counterparty to provide information on the transaction including information on the parties to the derivative, through a unique Legal Entity Identifier (LEI) if available, otherwise through a Business Identifier Code (BIC) or a unique internal identifier.

For the duration of the contractual relationship with the Bank, we hereby also confirm that we undertake and agree to notify the Bank on our own initiative, before or as soon as the Client, no longer fall into category mentioned above. If this occurs, we agree that we will promptly submit a new form. The Bank may rely on the statement given through this form unless it has been informed on the contrary.

Place and Date :

Name and Signature of the Client :

Name and Signature of the Client :

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### **Glossary**

This glossary has been compiled for general information purposes only and does in no way constitute legal advice. If you require further information or advice regarding your classification, please seek advice from your qualified legal counsel.

### **LARGE FINANCIAL COUNTERPARTIES**

An entity is a Large Financial Counterparty if:

- a) it is established in Switzerland and is one of the following:
  - a bank in accordance with article 1 (1) of the Federal Act on Banks and Saving Institutions of 8 November 1934;
  - a securities firm in accordance with article 41 of the Federal Act on Financial Institutions of 15 June 2018 ("FinIA");
  - an insurance or reinsurance company in accordance with article 2 (1) (a) of the Federal Act of 17 December 2004 on the Supervision of Insurance Companies;
  - a parent company of a financial or insurance group or financial or insurance conglomerate;
  - a manager of collective assets or a fund management company in accordance with Article 2 (1) (c) or (d) FinIA;
  - a collective investment scheme in accordance with the Federal Act on Collective Investment Schemes of 23 June 2006;
  - an institution for occupational pension schemes or an investment foundation in accordance with Articles 48-53k of the Federal Act on Occupational Old Age, Survivors and Invalidity Pension Provision of 25 June 1982; or
- b) the entity is established outside of Switzerland but would fall within any of the above categories of firms/undertakings if it was based in Switzerland.

### **SMALL FINANCIAL COUNTERPARTIES**

An entity is a Small Financial Counterparty if:

- a) it falls under one of the above categories of firms/undertakings under (a) and (b) above; and
- b) the rolling average for its gross position in all outstanding OTC derivatives transactions calculated over 30 working days is below the threshold of CHF 8bn at the level of the financial group.

### **LARGE NON-FINANCIAL COUNTERPARTY**

The entity is a Large Non-Financial Counterparty if:

- a) it is not a Financial Counterparty; and
- b) it is established in Switzerland and registered in the register of commerce; or
- c) it is established outside of Switzerland and is a legal entity, trust or similar institution; and



- d) it would be subject to the clearing obligation under FMIA. In general, the entity will be subject to the FMIA clearing obligation if it together with any other non-financial members of the group, take an aggregate position in OTC derivatives (not including positions for hedging purposes) that exceed any one of the following thresholds per OTC derivative asset class:
- CHF 1.1 billion in outstanding gross notional value for OTC credit derivative contracts
  - CHF 1.1 billion in outstanding gross notional value for OTC equity derivative contracts
  - CHF 3.3 billion in outstanding gross notional value for OTC interest rate derivative contracts
  - CHF 3.3 billion in outstanding gross notional value for OTC foreign exchange derivative contracts
  - CHF 3.3 billion in outstanding gross notional value for OTC commodity derivative contracts and any other OTC derivative contracts not described above.

If the entity exceeds one of the thresholds above, the company will be treated as exceeding the thresholds for all of the classes of OTC derivatives described above.

#### **SMALL NON-FINANCIAL COUNTERPARTY**

The entity is a Small Non-Financial Counterparty if it is not a Financial Counterparty or a Non-Financial Counterparty as described above and it is either (i) established in Switzerland and registered in the register of commerce, or (ii) established outside of Switzerland and are a legal entity, trust or similar institution.

#### **EXEMPTED COUNTERPARTY**

The entity is an exempted counterparty if it is one of the below :

- a) the Swiss Confederation, a canton or a municipality
- b) the Swiss National Bank
- c) the Bank for International Settlements

#### **EXEMPTED COUNTERPARTY SUBJECT TO REPORTING DUTIES**

The entity is an exempted counterparty subject to reporting duties, if it is :

- a) a multilateral development bank
- b) an organization, including social security institutions, belonging to the Swiss Confederation, a canton or a municipality or for which the Swiss Confederation, a canton or a municipality is liable provided it is not a financial counterparty
- c) a foreign central bank
- d) the European Central Bank (ECB)
- e) the European Financial Stability Facility (EFSF)
- f) the European Stability Mechanism (ESM)
- g) an official body or state department that is responsible for or involved in administering the national debt
- h) a financial institution set up by a central government or by the government of a subordinate regional body in order to grant promotional loans on the state's behalf on a non-competitive, non-profit-oriented basis

Please note that Individuals domiciled in Switzerland who are not registered in the register of commerce as a sole proprietorship and foreign individuals who are not acting as a trustee on behalf of a trust or a similar institution are not "counterparties" under the FMIA.