

Self-Certification for individuals – AEOI/FATCA

VP Bank (Luxembourg) SA (hereinafter referred to as “the Bank”). For clarity and legibility, the pronoun “he” is used to refer to persons of either sex.

.....
Account Holder (Client)

.....
Client number

In compliance with the legal requirements of the US Foreign Account Tax Compliance Act (FATCA) and the OECD Common Reporting Standard (CRS) regarding the automatic exchange of information (AEOI), as well as the applicable intergovernmental agreement (IGA) and national implementing acts, as amended, the Bank is obliged to obtain information from its clients regarding their residence for tax purposes. Thus this form is to be completed and legally signed by each individual account holder / securities account holder¹ (hereinafter referred to as “Client”). This self-certification (hereinafter referred to as “Self-Certification”) forms an integral part of all services contracts that have been concluded between the Client and the Bank. The correct and up-to-date client-relevant, client-identifying data (e.g. address, date of birth, citizenship) which was obtained in the context of the opening of the client’s account via the account opening form and updated by the Client over the course of the business relationship is part of this Self-Certification.

1. Confirmation of the countries in which the Client² has a residence for tax purposes:

(All mandatory fields are marked with an *)

.....
Given name / Surname of the Client *

.....
Date of birth*

.....
Place of birth*

.....
Country of birth*

.....
C/o / for attention of / PO box

.....
Street*

.....
Postcode, town/city*

.....
Country of domicile*

If the address provided above is different from the address currently recorded at the Bank as the domicile address, the submission of this form will simultaneously be deemed to be a notification of a change of domicile address.

Any existing instructions to send mail to the domicile address will be deemed changed accordingly on submission of this form. However, any existing instructions to send mail to an address different to the domicile address will remain unaffected.

The Client herewith confirms that he has a residence for tax purposes (tax domicile) in the following countries only, in compliance with the applicable laws and regulations therein, in terms of an unlimited tax liability³.

¹ If there are multiple Clients, each Client must fill out a separate Self-Certification.

² In this context the singular includes the plural and vice-versa, and the “male” form of address includes the “female” form of address as the context of this Self-Certification may require.

³ The Client acknowledges that a limited tax liability (for example, as a result of owning real estate in a country and the corresponding rental income) does not constitute a tax residency in this context.

Where no information is provided, the Client expressly confirms that the country of residence stated under section 1 above is its sole country of residence for tax purposes. In these circumstances too, the client must provide the Bank with a TIN or, if a TIN is unavailable, indicate the reason for this.

No.	Country of tax residence	Tax Identification Number (TIN) ⁴	Reason why no TIN is specified		
			Country of Residence does not issue TINs	Client does not fulfil requirements	No TIN required ⁵
1			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Client understands that a residency for tax purposes/tax domicile can/could result from one or more of the following criteria and confirms that he took all these circumstances into consideration before signing this Self-Certification and before determining his residency for tax purposes/tax domicile:

- Permanent residence
- Centre of vital interests or economic interests
- Place of Habitual Residence
- Citizenship (e.g. US citizenship)
- Place of birth (e.g. in the US or in a US territory⁶)
- Physical presence (e.g. Substantial Presence Test for the US)
- Permanent residence/work permissions (e.g. US Green Card irrespective of expiration date)
- Any other reason that could result in tax liability for the Client

The Client herewith confirms that in the event that he is unsure in respect of his tax status, he has taken advice from a respective expert and that such corresponding advice has been taken into consideration before providing this confirmation.

If the Client wants to invest in U.S. securities, an IRS W-8 or W-9 form must be submitted to the Bank for "Chapter 3 - Internal Revenue Code" purposes.

If the Clients domicile is in a jurisdiction covered by the OECD CBI/RBI scheme⁷, the form "Confirmation of Customer Domicile" must also be submitted to the Bank.

⁴ The TIN is the identification number issued by the individual country for tax purposes and for the purpose of international data exchange. Provision of the TIN is only required if the respective country of residence issues these numbers for their citizens (e.g. Social Security Number in the US; for Account Holders with a domicile/tax domicile in the EU, the EU website provides information about TINs: https://ec.europa.eu/taxation_customs/tin/tinByCountry.html?locale=en).

⁵ State of residence is not an AEOI partner state of Luxembourg.

⁶ An individual born in Puerto Rico, Guam or U.S. Virgin Islands is according to the IRS regulations a US person.

⁷ <https://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/residence-citizenship-by-investment/>

2. Confirmation of tax status and reporting obligation for the account under FATCA (with reference to the statements provided under the previous clause 1)

2.1 Not a US person for US tax purposes

- The Client hereby certifies that **he is NOT a US person for US tax purposes and therefore that his account is NOT a US Reportable Account. The Client hereby expressly confirms that he is neither a US citizen, nor was he born in the US or in a US territory, that the US is not his place of habitual residence, that he does not meet the requirements of the Substantial Presence Test in the US and that he is not in possession of a US Green Card or any comparable US permit of residence, and that there are no other reasons why he would qualify as a US person for US tax purposes. If the Client was born in the US or in a US territory, he hereby expressly confirms that he has effectively surrendered the US citizenship that he was granted due to his place of birth, or that he was not granted US citizenship due to his place of birth (e.g. he is a child of non-US diplomats).**

2.2 US person for US tax purposes - W-9

- The Client hereby certifies that **he is a US person for US tax purposes** and therefore that his account is a US Reportable Account. The Account Holder undertakes to provide the Bank with the IRS form W-9 and a corresponding waiver of bank-client confidentiality.

3. Submission of documents as proof of tax residence/tax domicile

Upon request from the Bank, the Client hereby undertakes to submit documentation as proof of residency for tax purposes. In that regard he always has to provide the IRS form W-9 if he is qualified as a US person for US tax purposes. The Client must provide the Bank with a signed and completed form for each person concerned with opening this account, either in original or in the form of a notarised copy. Upon request from the Bank, he must provide a certificate of residency or another official document as proof of residency for any domicile country other than the US. The Client understands and agrees that as long as the Bank is not provided with all relevant documents, the account cannot be opened.

4. Undertaking/change in circumstances

The Client hereby undertakes to provide the Bank with all additional information and signed documents/forms which the Bank needs to receive in accordance with current and future legal provisions and regulations, judicial or official directives and/or intergovernmental agreements within the time period set by the Bank. Should an account be opened without the Client having submitted the necessary information or documents, and should these documents not be submitted within 90 days of the opening of the new account, then the Bank is entitled to freeze the account/securities account until the Bank has received this information or documents. The Bank is permitted, at its own discretion, to extend this deadline from 90 days up to a maximum of one year, if there are special circumstances which prevent the submission of the information. The Client further undertakes to notify the bank in writing, without being prompted to do so, of any change in circumstances, at the latest within 30 days of its taking place, if this change affects any of the information and/or confirmations provided by him in this document or the contents of the forms submitted (e. g. IRS form W-9) and renders these incorrect or incomplete. Should a change in circumstances occur, the Client hereby also undertakes to provide the Bank, within 90 days after notifying the Bank of the change, with a new self-certification that lists the countries in which the Client has a tax residence/tax domicile, as well as to submit any additional documents as proof of the corresponding tax status. The Client must provide these documents within the time period set by the Bank. If and as long as the Bank is aware of any change in circumstances which is considered notifiable within the context of FATCA or AEOI, and if the Client does not provide such new information, documentation and/or self-certification to the Bank within the agreed time period after the Bank becomes aware of this change in circumstances, the Client herewith irrevocably agrees that the Bank shall treat the account as a reportable account (e. g. a US reportable account) with all the corresponding reporting obligations.

5. Consent to disclosure (waiver)/waiver of bank-client confidentiality

The Client understands and acknowledges that the Bank is subject to, and may in future be subject to, a variety of intergovernmental agreements (e. g. in relation to the Foreign Account Tax Compliance Act [FATCA] and to the OECD Standard for Automatic Exchange of Financial Account Information in Tax Matters [CRS]), other agreements (e. g. the Qualified Intermediary Agreement) and national laws (e. g. national implementing legislation related to FATCA and legislation implementing the automatic exchange of information in tax matters). Based on this, the Bank may be obliged to provide documents, data and information in connection with the assets, transactions, income and proceeds belonging to the Client (and any beneficial/controlling owners) to any relevant tax withholding payment authority/clearing house/



custodians and/or any (tax) authorities (e. g. the IRS, tax authority of the Client's home country, tax authority of the Bank's country of domicile). The Client hereby expressly agrees and authorises that the Bank is entitled to forward all relevant documents, data and information and especially forms (e. g. W-9) submitted to the Bank to the clearing house/custodians and/or the relevant (tax) authorities insofar as the Bank is legally required to do so or is ordered to do so by court order or court injunction, so that the Bank is able to fulfil its information obligations. Such relevant information may include, but not be limited to, names, addresses, account numbers, account balances, transactions, payments made into and from the account, and income earned on the account, depending on the legal basis applicable. The Client is aware that the identity of the Client will be or can be disclosed to the previously mentioned institutions. With this declaration, the Client waives all protection in accordance with the applicable bank and data protection legislation (e. g. bank-client confidentiality), expressly authorises the Bank to disclose his personal data required within the framework described above and exempts the Bank from any corresponding (contractual or legal) non-disclosure obligations.

Furthermore, the Client acknowledges that the Bank cannot be held liable for any consequences affecting the Client that may arise from the disclosure of his identity, assets, transactions, income and proceeds to the relevant clearing house/custodians and/or the competent (tax) authorities. It is hereby agreed that this authorisation expressly applies to any forms submitted by the Client which contain information about third parties (e. g. beneficial/controlling owners, authorised persons, etc.) or which were signed by third parties. The Client confirms that he has informed all third parties involved about the consequences of this self-certification (e. g. reporting obligation to [tax] authorities, waiving of the non-disclosure obligation). The Client accepts and acknowledges that this consent and waiver declaration is a condition for the establishment and/or maintenance of a business relationship with the Bank.

6. Confirmation

The Client hereby declares and confirms that, to the best of his knowledge and belief, all of the information in this self-certification is complete, accurate and true, and that neither the Bank nor its management personnel, employees, representatives or intermediaries have received any information, directly or indirectly, to the contrary. In the event that the Client has provided incomplete, incorrect or misleading information, the Bank cannot be held liable for providing an incorrect report.

.....
Date

.....
Signature of the Client/Representative

.....
Position of the signatory (only if the form is being signed by a representative,
if the form is not signed by the Client himself)

.....
Name of the signatory (printed)
(only if the form is being signed by a representative)

Confirmation of the reasonableness of this Self-Certification of the Client

Based on the information obtained from the Client in connection with the account opening process and including the information collected pursuant to anti-money-laundering/know-your-customer procedures, I, as the responsible client advisor, herewith confirm that this Self-Certification is reasonable.

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Date

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Signature of the client advisor