

VP Bank (BVI) Ltd

VP Bank House · 156 Main Street · PO Box 2341 · Road Town · Tortola VG1110 · British Virgin Islands
T +1 284 494 11 00 · F +1 284 494 11 44 · info.bvi@vpbank.com · www.vpbank.com



Self-Certification for individuals – AEOI/FATCA

VP Bank (BVI) Ltd (hereinafter referred to as “the Bank”). For clarity and legibility, the pronoun “he” is used in this document 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 banking 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.

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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 Client's 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 a particular country for tax purposes and for the international exchange of data. Provision of the TIN is only required if the relevant country issues such numbers for its 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 BVI.

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 and QI (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 Client undertakes to provide the Bank with the IRS form W-9.

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. Declaration of disclosure (waiver)/bank-client confidentiality waiver

The Client acknowledges and recognizes that the Bank is and will be subject to different Intergovernmental Agreements (e.g. in connection with the Foreign Account Tax Compliance Act - FATCA, Automatic Exchange of Information - AEOI), other Agreements (e.g. Qualified Intermediary Agreement - QI) and local laws (e.g. implementation legislation in connection with FATCA/AEOI). Based on this, the Bank could be obliged to provide documents, data and information in connection with the assets, income and proceeds belonging to the Client (and any beneficial 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). The Client hereby expressly agrees and authorizes that the Bank shall be entitled to forward and/or report all such 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 obligated to do so or is ordered to do so via a court order or court injunction, so that the Bank can fulfil its information obligations. Such relevant information shall include but not be limited to names, addresses, account numbers, account balances, payments made into and from the account, and income earned on the account, depending on the valid legal basis.

The Client is aware that the identity of the Client will be or can be disclosed to the relevant (tax) authorities. This declaration of consent can only be revoked at the end of a calendar year for the following calendar year. **With this declaration and in the above named concrete context only, the Client waives all protection in accordance with the applicable bank and data protection legislation (e.g. bank-client confidentiality) 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, income and proceeds to the relevant clearing house/ custodians and/or the competent (tax) authorities.

It is hereby agreed that this authorization expressly applies to any forms submitted by the Client which contain information about third parties (e.g. beneficial owners, persons with delegation rights, 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).

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The Client accepts and acknowledges that this waiver is a condition for the establishment and/or maintenance of a business relationship with the Bank.

5. Tax compliance and tax reporting

The Undersigned hereby declares that as account/deposit holder the Undersigned is personally responsible for the proper taxation of the assets invested with and administered by the Bank and the investment income generated therefrom and all the associated declarations and notifications under the applicable legal provisions.

In addition, the Undersigned declares to the Bank that all the assets invested with the Bank have been, or will be, properly taxed. The Undersigned confirms that there are no outstanding tax obligations with regard to these assets or the investment income therefrom and that to the best of their knowledge and belief the Undersigned has fully complied with and will in future fully comply with their tax obligations and disclosure duties in all relevant jurisdictions.

Furthermore, the Undersigned confirms that no criminal proceedings for tax purposes are being brought against the Undersigned and that there is no reason to assume that administrative assistance proceedings in tax matters are pending against the Undersigned.

The Bank Client acknowledges that the Bank is entitled to demand further information and documentation at any time regarding the fulfilment of tax obligations with regard to the assets invested with and administered by the Bank and any related transactions or flows of funds.

The Undersigned recognises that the Bank is entitled to terminate the business relationship immediately if there is any doubt regarding tax compliance and the aforementioned confirmation by the Undersigned proves incorrect, and may be required to report such cases to the local regulator.

6. Commitment/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 due to current and future relevant laws, legal provisions/regulations, court or governmental orders 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 21 days of the opening of a new account, the Bank is entitled to freeze (in- and outflow) transactions on the account/securities account until the Bank has received said information or documents. The Bank may decide at its own discretion to extend the deadline, provided that there are special reasons that explain why the information has not been submitted.

The Client further undertakes to notify the Bank immediately in writing and on his own initiative, at the latest within 21 calendar days starting with the occurrence of any change in circumstances, if any of the above confirmations made by him or if any of the content in the submitted forms (e.g. IRS form W-9) has changed.

Should a change in circumstances occur, the Client hereby also undertakes to provide the Bank with a new Self-Certification that establishes the countries in which the Client is a citizen and/or resident for tax purposes, as well as to submit any additional documents as proof of this 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 changes in circumstances which constitute FATCA US indicia 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 these changes in circumstances, the Client herewith irrevocably agrees that the account is treated as US Reportable Account with all corresponding reporting obligations.

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7. Confirmation

The Client hereby declares and confirms that, to the best of his knowledge, all of the information in this Self-Certification is complete, accurate and true.

.....
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.

.....
Date

.....
Signature of the client advisor