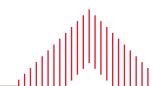


# Foreign Account Tax Compliance Act (FATCA) Declaration Form - Entities (Corporate)



Entity/Company Name (as per Trade License/ Commercial Registration)			
Trade License No.		Commercial Registration No.	

## KEY INSTRUCTIONS

1. In case answer to question a) is "Yes" then this entity is U.S. Reportable and would require to submit W-9 form (The W-9 form is available for download on the GFH website)
2. In case answer to question a) is "No" and any of the questions b) or c) or d) or f) is "Yes", then W-8BEN-E form is required (The W-8BEN-E form is available for download on the GFH website)

## FATCA Form Section "A"

Please respond to the following questions:

<b>a</b>	Is the entity an US entity?	Yes	No	<b>b</b>	Is the entity a Financial Institution or subsidiary of a Financial Institution?#	Yes	No
<b>c</b>	Does the entity has any of the following US status indicator i. US address ii. US telephone number iii. Power or Attorney or signature authority in favor of a person with US address iv. Standing Instructions to transfer money to an account with US address v. "Hold mail" or "care of US mail" address as the only address	Yes	No	<b>d</b>	Is this entity's income effectively connected with the conduct of a trade or business in the U.S.?	Yes	No
<b>e</b>	Is this entity an Active* Non-Financial Foreign Entity?	Active	Passive	<b>f</b>	Any of the shareholders, beneficial owners, directors or partners (with >=10% ownership) of the Company are U.S. persons (i.e.: hold a U.S. passport, hold a U.S. Green Card, or a U.S. Social Security Number)?	Yes	No

**Note: If you have answered "Yes" to any of the above questions, please complete the requested additional details in Section B**

# Financial Institutions refer to banks, investment companies, custodial institutions and Life Insurance Companies offering cash value life insurance products

\*"Active" entities generate >50% of their income from non-passive sources such as non-investment businesses like trading, manufacturing or provision of services etc.

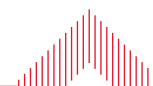
\*"Passive" entities generate >50% of their income from passive sources such as interest, dividend, income equivalent to interest, rents and royalties, annuities, the excess of gains over losses from the sale or exchange of property etc., whereas



**GFH Financial Group B.S.C.**,  
Bahrain Financial Harbour, P.O. Box 10006, Manama, Kingdom of Bahrain  
(T) +973 17538538, (F) +973 17540006



# Foreign Account Tax Compliance Act (FATCA) Declaration Form - Entities (Corporate)



## FATCA Form Section "B"

If you have answered "Yes" to any of the questions in Section "A" then please provide additional details as under:

<b>a</b>	If the entity is an US entity, If publicly listed, please advise the name of the Exchange on which the Company is listed				
<b>b</b>	Provide any documentary evidence to proof if FATCA Exempt status has been claimed (if applicable)				
<b>c</b>	If country of Incorporation is not the U.S. please provide details	Country of Incorporation		Parent Co country of incorporation	
	Contact No (local)	Contact No (international)			
<b>d</b>	If answer is "Yes" to question "f" of Section A, If there are any Significant Beneficial Owners that are U.S. persons, please specify the name of the shareholder, director or partner (beneficial owner) along with % of ownership in the entity and TIN in the table below:				
	SN	Name of Substantial Beneficial Owner (SBO)	Address of SBO	% of entity owned	TIN of SBO
<b>e</b>	If answer is "Yes: to question "c" of Section A, Please provide details of POA/ Authorized Signatory 's U.S. address:		Address Line 1		Address Line 2
	P.O. Box No.	City	State		
<b>f</b>	Please provide details of significant U.S. trading partner (as applicable)		Nature of trade/business		Name(s) of U.S. entity(s) with whom you trade/do business

By signing the below, the Client confirms and agrees that (notwithstanding any other provision in the Terms and Conditions):

### Terms and Conditions

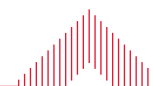
- The Client will provide such additional information or documents that GFH reasonably requires from the Client in order to comply with applicable laws and regulation and the Client hereby consents to the use of such information and documentation for the purpose of GFH complying with its obligations;



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# Foreign Account Tax Compliance Act (FATCA) Declaration Form - Entities (Corporate)



- 2) The Client permits disclosure of such information to the tax authorities referred to above and to the tax authority's agents or sub-contractors engaged for the purpose of centralizing the processing of Client information in another country;
- 3) If the Client does not provide GFH with information or documents it needs, GFH may withhold a proportion of the available balance, including profit or interest, payable to the Client as required by any tax authority, close the Client's account and/or terminate the facilities of the Client or transfer the account and/or banking facilities to an affiliate of GFH;
- 4) If the Client asks GFH to make a payment to an account based at a financial institution which does not participate or comply with the relevant tax legislation, GFH may be required, and the Client authorizes GFH, to withhold certain amounts from the payment and GFH will inform the Client if this is the case;
- 5) GFH may transfer the Client's data to another country or countries for processing by and on behalf of GFH and use agents and sub-contractors to process the Client's data to comply with GFH's regulatory obligations;
- 6) GFH will not be liable to the Client for any loss the Client may suffer as a result of complying with legislation or agreements with tax authorities in accordance with this provision unless that loss is caused by GFH's gross negligence, willful default or fraud as may be finally judicially determined;
- 7) The Client will indemnify GFH, its affiliates, agents and sub-contractors and each of their respective employees and officers against any and all loss or damages incurred as a result of the Client's breach or non-compliance with these Terms and Conditions or any misrepresentation by the Client of information provided to GFH; and
- 8) The Client's consent on the above mentioned arrangements will override any contradictory terms or consent provided by the Client under any other agreement with GFH, whether before or after the date of signing these Terms and Conditions, notwithstanding any clause governing the variation of an earlier agreement with GFH.

## Undertaking

- 1) I/We acknowledge and declare under the penalties of perjury that the information provided on Section A and on Section B (where applicable) is correct and true and complete to the best of my/our knowledge and belief.
- 2) I/We agree to provide under the penalties of perjury supporting evidence and provide updates within 30 days in case any of the aforementioned information changes. In case GFH has any reason to believe that the disclosed information is incorrect, it reserves the right to take suitable action against me/us.
- 3) I/We agree to release GFH from any liability in respect of any false or misleading information regarding my/our "U.S. Person" / "Specified U.S. Person" status for U.S. federal income tax purposes, and that such false or misleading information may be treated by GFH as a breach of the Subscription Agreement, which may lead to the termination of the entire account relationship.
- 4) I/We agree to provide GFH the required information/documentation to enable the identification/verification of my/our US Person Tax Status.
- 5) I/We understand that failure to provide such information/documentation to GFH within 90 days from the date of requesting the information/documentation shall lead to the classification of my/our account as a "Recalcitrant Account" or "Non-Participating Foreign Financial Institution Reportable Account" within GFH's records, in which GFH would be required to report on my/our account to the relevant Regulatory Authority.

Authorized Signatory Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signatory Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*\* Individual (s) who needs to sign above is/are the person(s) authorized by the entity/company to open accounts on its behalf.

## For Internal use only

Client data updated on the system		Yes	No	Client classified as U.S. Person		Yes	No	If a new CIF has been created (please specify the No below)
RM Name				Signature			Date	
Reviewed by (Name)				Signature			Date	



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