

## BUSINESS ACCOUNT APPLICATION FORM

DEPOSITS MAINTAINED AT BANCO DO BRASIL SA -NEW YORK BRANCH ARE NOT INSURED BY THE FDIC. If Banco do Brasil SA New York Branch were to fail, neither the FDIC nor any other government agency in the United States will compensate you for any losses that you might sustain.

1 - ACCOUNT TYPE: <i>(Please Check all That apply)</i>			
<b>1a</b> <input type="checkbox"/> Corporation <input type="checkbox"/> Official Institution <input type="checkbox"/> Non-Profit	<b>1c</b> <input type="checkbox"/> Demand Deposit Account (DDA) <input type="checkbox"/> Investment Account (TD / Yankee CD) <input type="checkbox"/> Other _____		
<b>1b</b> <input type="checkbox"/> U.S./DOMESTIC <input type="checkbox"/> BRAZILIAN <input type="checkbox"/> OTHER FOREIGN	<b>1d</b> Indicate date & country of incorporation / establishment		
2 - COMPANY INFORMATION			
<b>2a - Legal Name of Corporation/Entity/ Nome Legal da Empresa / Instituição</b>			
Tax Identification Number /Número de CGC: or Other Government Issued Identification #			
<b>2b - PERMANENT BUSINESS ADDRESS/ Endereço Comercial:</b>			
Street/ Rua			
City,State ; <i>Cidade/Estado</i>	Country/ <i>País</i>	ZIP/Postcode ; <i>CEP/Código Postal</i>	
Phone #	Fax#	Email:	
<b>2c - MAILING ADDRESS (if different), Endereço Postal (havendo diferença):</b>			
Street/ Rua			
City,State ; <i>Cidade/Estado</i>	Country/ <i>País</i>	ZIP/Postcode ; <i>CEP/Código Postal</i>	
Phone #	Fax#	Email:	
3 - CUSTOMER PROFILE			
<b>Sanctioned Countries / Territories</b>			
<b>3a - Do you have dealings with the following Countries/ jurisdictions? (If yes, please check applicable box(es))</b>			
<input type="checkbox"/> Iran <input type="checkbox"/> Cuba <input type="checkbox"/> North Korea <input type="checkbox"/> Sudan <input type="checkbox"/> Syria <input type="checkbox"/> Crimean Region			
<b>3b - Provide specific details (Nature of Business/Name of relationships) if any countries are marked above:</b>			
<b>3c - Other Countries/ Jurisdictions</b> Nature of Business & Primary Countries / Jurisdictions where Company Operates (Please be Specific)			
<b>3d - Purpose of Account</b>			

3e - Source of Funding

3f - Initial Deposit (\$)

3g - Expected Monthly Average Number of Transactions

3h - Expected Monthly Average Dollar Amount of Transactions

3i - Please list all parent Companies and Individual owners over 10%

3j - Affiliated Companies or Subsidiaries

**4 - ACKNOWLEDGMENTS**

By signing this Account Application Form, the Customer acknowledges the receipt and acceptance of Banco do Brasil SA - New York Branch General Account Terms and Conditions, Funds Transfer Agreement, and Disclosure pamphlet(s) and Compliance with UIGEA Act. Banco do Brasil SA - New York Branch complies with Section 326 of the USA PATRIOT ACT (31 USC 5318(l)). This law mandates that Banco do Brasil SA - New York Branch obtain, verify and record certain information about the Customer while processing an Account application. Banco do Brasil SA - New York Branch will ask for, among other things, the Account Holder's name, location(s), and Government-issued documentation certifying the existence of the business.

*I certify that, to the best of my knowledge and belief, the information given herein is True and Accurate.*

**Customer(s) Signatures/ Assinatura(s) do Cliente:**

	<b>Date/Data</b>
	<b>Date/Data</b>

**Banco do Brasil New York Branch - Approval (For Bank Use Only)**

<b>Customer #</b>		<b>Account #</b>	
Signature Of Account Officer verified by:			<b>Date/Data</b>
Management Signature			<b>Date/Data</b>

## BANCO DO BRASIL USA INTERNET BANKING

### USER AGREEMENT FOR BUSINESS ACCOUNTS

This User Agreement (the "Agreement") is entered into by and between Banco do Brasil S.A., a corporation organized and existing under the laws of the Federative Republic of Brazil and acting through its New York Branch (the "Branch"), and (\_\_\_\_\_) (the "Account Holder") a company organized and existing under the laws of the (\_\_\_\_\_) , located at (\_\_\_\_\_).

**WHEREAS**, the Account Holder desires to have direct, on-line access to conduct transactions on its Account (as hereafter defined);

**WHEREAS**, the Account Holder has accepted and agreed to the Branch's General Terms and Conditions for Business Accounts (the "General Terms and Conditions") on \_\_\_\_\_ (mm/dd/yy) which establishes and governs the retail banking relationship between the Account Holder and the Branch, related to the Account Holder's account number \_\_\_\_\_ and (hereinafter "Account") with the Branch. The General Terms and Conditions are effectively incorporated herein by reference, and all terms used herein shall have the same meanings as therein defined;

**WHEREAS**, the Account Holder has requested, and the Branch has agreed to provide and make available to the Account Holder in accordance with the terms and conditions contained herein, the opportunity to effectively manage and control its day-to-day banking activities related to its Account by accessing Banco do Brasil USA Internet Banking ("BB Internet Banking");

**WHEREAS**, the Account Holder's access to BB Internet Banking to select one or more Supervisors (as defined below) to be authorized by the Account Holder (according to the most updated corporate resolution or power of attorney) and one or more Operators (as defined below) to be authorized by the Account Holder (in accordance with an Operator Designation form to be executed with appropriate corporate authority), which provides all terms and conditions to be agreed upon by the Account Holder and binding upon each of the Supervisors and Operators upon initially accessing BB Internet Banking;

**WHEREAS**, the Account Holder, and each Supervisor and Operator shall by using BB Internet Banking be deemed to agree to abide by the terms and conditions of this Agreement, including the General Terms and Conditions;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants hereinafter set forth, the parties hereto agree to enter into this Agreement for the purpose of governing the use of BB Internet Banking and establishing one or more Supervisors of the Account Holder, as follows:

#### I. DEFINITIONS

"Access Service Provider" shall mean any Internet service provider providing connection to the Internet, or any commercial online service provider providing connection to the Internet in addition to its own proprietary private network, for example, America Online, CompuServe, Prodigy, the Microsoft Network, Universal Online and etc.

"Account Holder" shall mean the Branch's client executing this Agreement.

"Acknowledgment Agreement" shall mean the agreement in which a Supervisor or Operator agrees to abide by the terms and conditions of this Agreement, including the General Terms and Conditions.

"Affiliate" shall mean any company owned by Banco do Brasil or under common ownership with Banco do Brasil SA (See Privacy Notice for Affiliate Listing).

“Authorized Signatories” shall mean the designated officers of the Account Holder, duly authorized to represent the Account Holder, according to the most updated corporate resolution or power of attorney of the Account Holder delivered to the Branch by the Account Holder;

“BB Internet Banking” shall mean Banco do Brasil USA Internet Banking, an electronic service made available by the Branch to its clients, permitting the access to financial services through the World Wide Web;

“Bank” shall mean Banco do Brasil S.A., a corporation organized and existing under the laws of the Federative Republic of Brazil;

“Branch” or “We” or “Us” or “Our” shall mean the New York Branch of the Bank;

“External Transfers” – any transfer of funds from the Account governed by this agreement to any of the Bank’s subsidiaries, affiliates or another banking institution.

“General Terms and Conditions” shall mean the General Terms and Conditions for Business Accounts;

“Internal Transfers” – any transfer of funds from the Account governed by this Agreement to any other given account in the New York or Miami Branch..

“Operator(s)” shall mean an employee of the Account Holder duly designated by the Account Holder who has the authority to either (i) enter Transactions on behalf of the Account Holder; (ii) receive and review statements of the Account Holder’s Account(s); or (iii) enter Transactions on behalf of the Account Holder and receive and review statements of the Account Holder’s Account.

“Other Information Provider” shall mean any provider of information accessible through BB Internet Banking, other than the Branch.

“Other Software Supplier” shall mean any supplier of software used in BB Internet Banking or used to access BB Internet Banking, other than the Branch.

“Qualified Payment” shall mean a payment instruction sent to the Branch through the Online Services (as hereinafter defined) of BB Internet Banking that contains all information regarding the beneficiary bank (bank name, bank code) and the beneficiary of the payment (name, address, account number).

“Supervisor” shall mean an employee of the Account Holder duly designated by a Corporate Resolution or Power of the Attorney of the Account Holder and who has agreed to the Acknowledgment Agreement who has either (i) unlimited authority to authorize transactions of Operators up to the amount in the Account Holder’s Account; (ii) limited authority to authorize transactions of Operators up to a per transaction or per day dollar limit; or (iii) when acting in conjunction with one (1) or more other named Supervisors, limited authority to authorize transactions of Operators up to a per transaction or per day dollar limit as specified in the enabling Corporate Resolution or Power of Attorney

“Transactions” shall mean any and all debt, credit, consultation, access to information, instruction given to the Branch and other actions that involve the Account;

“User Profile(s)” shall mean the password protected identity of a Supervisor or Operator, with a determined level of authority, designated by the Account Holder for Supervisors in a corporate resolution or power of attorney and designated by the Account Holder in the Operator Designation Form for Operators, to conduct transactions and inquiries in BB Internet Banking.

## **II. THE AGREEMENT**

In order to provide the Account Holder with direct on-line access to its Account, the Branch agrees to provide certain on-line services on the following terms and conditions as described in this Agreement.

The Account Holder hereby acknowledges that on-line transactions conducted over the Internet may be subject to risks of fraud by third parties, and that the Branch does not guarantee any transactions to be risk-free. The Account Holder agrees to fully indemnify, defend, and hold harmless the Branch and its officers, directors, shareholders, employees, agents, and representatives from and against any and all claims, liabilities, demands, costs, losses, lawsuits, damages, recoveries, settlements, and expenses, including, without limitation, the costs of litigation and reasonable attorney's fees, arising directly from or in any way related to this Agreement and any other document contemplated hereby or referred to herein, and not caused by the Branch's gross negligence or willful misconduct. The limitations of the Branch's liability are set forth in this Agreement.

In order to use BB Internet Banking, the Account Holder's Supervisors and Operators must have access to personal computers ready to run the latest version of a commercial web browser.

### **III. USING BB INTERNET BANKING**

#### **A. Accounts Maintenance**

The Account Holder agrees to comply with the General Terms and Conditions and any other rules governing these accounts and to pay any reasonable fees associated with the use or maintenance of these accounts.

The Account Holder acknowledges that failure to protect ID codes, passwords, Personal Identification Numbers ("PINs"), or passcodes, by any Supervisor or Operator, may allow an unauthorized party to (1) use the system services, (2) correct, delete, change, verify, or send data through the system used with the services, (3) make Internal Transfers and External Transfers, (4) send information and communications to, or receive information and communications from the Branch and/or the Bank's offices and subsidiaries, or (5) access Account Holder's electronic communications and financial data. The Account Holder agrees that all entries into BB Internet Banking, all communications sent, and all use of the system services, through the a Supervisor's or Operator's ID codes, passwords, PINs, or passcodes will be deemed to be entries, communications, and uses authorized by the Account Holder and be binding upon the Account Holder, and the Account Holder further agrees that the Branch may act in reliance on such entries, communications and uses irrespective of the entity of the person actually causing such entries, communications or uses, unless any such entries, communications or uses result from on the gross negligence or intentional misconduct on the part of the Branch, its Affiliates or the Bank to ensure the safety, security and reliability of BB Internet Banking. The Account Holder acknowledges the importance of developing internal procedures to limit such risk, which procedures will include, at a minimum but not limited to, not keeping, in any form or in any place, lists of ID codes, passwords, PINs or passcodes. No such acknowledgements from the Account Holder, however, shall be deemed to exclude or reduce the obligation of the Branch to take reasonable measures to mitigate such risk.

The Account Holder agrees to take all appropriate security measures with regard to ID codes, passwords, PINs and passcodes, shall see that the same are changed with suitable frequency, and disclosed only to authorized persons, and shall comply with all of the Branch's written instructions regarding the use of any user identification information. The Account Holder understands that it shall be liable for any unauthorized entry, communication or use of BB Internet Banking resulting from the failure by the Account Holder to safeguard said identification information. The Branch and the Bank, however, shall be liable for any unauthorized entry, communication or use of BB Internet Banking resulting from the gross negligence or intentional misconduct by the Branch or the Bank, as the case may be, in ensuring the safety, security and reliability of BB Internet Banking, as further provided in this Agreement.

#### **B. Services**

The following are the services that the Supervisors and Operators (in accordance with the User Profile of each) can use through BB Internet Banking:

##### **(a) Online Services**

- Funds Transfer in US Dollars and "Approved Currency" which means Swiss Franc (CHF), Danish Krone (DKK), Euro (EUR), Australian Dollar (AUD), Japanese Yen (JPY), British Pound (GBP), Norwegian Krone (NOK), Swedish Krona (SEK);
- Internal Transfer – allows the Account Holder to transfer funds from the Account to any other account at the Miami or New York branch of the Bank;



- External Transfer - allows transfer of funds from the Account to any other bank in the United States or outside of the United States, including Banco do Brasil SA in Brazil or outside of Brazil, other than an account at the New York or Miami Branches of Banco do Brasil SA;
- Customer can access and obtain:
  - Payments information regarding transfers directed to or from the Account;
  - Account transaction information and statement updates for checking accounts, time deposits, call accounts, sweep accounts, escrow accounts and loans;
  - Copies of daily, weekly, or monthly statements;
  - Images of checking account deposit slips and checks;
  - Secured Password maintenance and Bank E-mail messaging
  - Secured Password maintenance and Bank E-mail messaging

### **C. Security and Authority Levels**

The Account Holder agrees to establish two levels of authority – Supervisors, and Operators.

- Supervisor –will have access to make inquiries, and authorize entries processed by the Operators (the Supervisor will not have access to make inputs as well as to authorize inputs). If a Supervisor is also an Operator an authorized entry can be processed using the Operator authority and then approved using the Supervisor authority.
- Operator –may have access to make inquiries, input Internal Transfers and External Transfers and other transactions. All entries processed by an Operator must be authorized by a Supervisor with sufficient authority before a Transaction will occur.

The Account Holder acknowledges and agrees that it is responsible for all actions of the Supervisors and Operators in their use of BB Internet Banking.

Designation Changes: (1) The Account Holder may change its designated Supervisors by sending written notice to the Branch, in the form of a new Corporate Resolution or Power of Attorney, to the Notice address provided herein. Two (2) business days after receipt of confirmation from the Branch that it has received the Corporate Resolution the new designation(s) shall be effective. (2) The Account Holder may change its designated Operators at any time by sending to the Branch a fully executed “Operator Designation – Change Form,” a copy of which is annexed hereto. Two (2) business days after receipt of confirmation from the Branch that it has received the Operator Designation – Change Form, the new designation(s) shall be effective.

### **D. Transfers**

When the Account Holder, through the appropriate Operator(s) and Supervisor(s), instructs the Branch to transfer funds from any checking account, call account or sweep account, the Account Holder authorizes the Branch to withdraw the necessary funds from the Account Holder’s designated Account. The Account Holder agrees that it will instruct the Branch to make a withdrawal only when a sufficient balance is or will be available in the Account Holder’s designated Account at the time of withdrawal. The Branch will not be obligated to act on any withdrawal instruction from the Account Holder if sufficient funds including any available overdraft lines of credit are not available in the Account Holder’s designated Account at the time of withdrawal.

The Account Holder may make online funds transfers from any Account(s) to any other account(s) at the Branch, or at the Bank or to others banks, up to the limit established in Article IV, Section A, of this Agreement. Transfers initiated by the Account Holder through BB Internet Banking will be charged a fee as established in the Banco do Brasil fee schedule which is currently in force or changes to such fee schedule which are made from time to time and which Branch advises the Account Holder of in accordance with the provisions in the General Terms and Conditions related to the Account.

BB Internet Banking enables the Account Holder to use the Multicurrency Service to make an Electronic Funds Transfer in an Approved Currency on-line from the Account Holder’s Account in United States Dollars by authorizing the Bank to perform a foreign exchange transaction on the Account Holder’s behalf (“FOREX”) either on an immediate basis or on a scheduled basis. If the Electronic Funds Transfer using the Multicurrency Service is for immediate transfer, the Account Holder consents to the exchange rate used by the Bank to conduct the FOREX at the time that the transaction is processed

by the Bank. If the Electronic Funds Transfer using the Multicurrency Service is for scheduled transfer, the Account Holder consents to the exchange rate used by the Bank to conduct the FOREX on the date of the scheduled transfer.

When the Account Holder uses the Multicurrency Service to make an Electronic Funds Transfer into Brazilian Reals (“BRL”) to accounts in Brazil, the Account Holder will need to speak to an Account Representative and complete and return all necessary forms. Until such time it will be necessary for the Account Holder to make such transfers in person or by telephone with an Account Representative. Electronic Funds Transfer of BRL10, 000.00 or more is subject to special rules. In four situations the transfer of funds is prohibited. These are:

- If the Account Holder intends to use the amount to be transferred to invest in the Brazilian market (Resolution CMN 2.689/2000);
- If the Account Holder intends to transfer amounts related to loans disbursed in currencies other than BRL by the lender;
- The Account Holder intends to transfer amounts related to payment of financed Brazilian exports;
- If there would be a violation of United States Law which would expose the Account Holder or BB to sanctions. The Account Holder will have to certify either online or verbally with a BB Account Officer that none of these prohibited situations is the intended purpose of the transfer of funds in BRL before the transfer of funds can proceed. These rules also require that the transaction be cancelled and reversed unless the beneficiary provides, within 90 days of the Electronic Funds Transfer evidence of reason why it is receiving such funds consistent with Brazilian Law and Regulations.

#### **E. What BB Internet Banking Will Cost**

There are currently no monthly service charges associated with the use of BB Internet Banking in addition to the ones disclosed to the Account Holder in the General Terms and Conditions. However, the Account Holder is responsible for all telephone charges incurred in connecting to BB Internet Banking. The Account Holder is also responsible for charges by any Access Service Provider providing connection to the Internet.

#### **F. Changes in Terms/Fees**

The Branch may alter, modify or amend the BB Internet Banking services and the terms, including fees, set forth in this Agreement at any time, but before those alterations, modifications or amendment become effective, the Account Holder will receive thirty-day prior written notice either by mail or by electronic message.

#### **G. Confidentiality at the Branch**

The Account Holder has a right to confidentiality. We will not give anyone other than Our duly authorized employees, agents and other branches and subsidiaries of the Bank specific information about the Account Holder’s accounts at the Branch, except as provided by applicable law.

. Except as otherwise prohibited by law, the Account Holder agrees that the Branch may share with the Bank’s branches and subsidiaries the information about the Account Holder that the Account Holder provides, or that the Branch obtains as a result of transactions or other activities, for, among other things, the purpose of offering the Account Holder products and services that We believe may be of interest to the Account Holder.

The Branch will take reasonable measures to prevent the dissemination of information furnished to the Account Holder through BB Internet Banking concerning the accounts of the Account Holder, but the Branch has no means of controlling communication by means of the Internet or any other telecommunications service used by the Account Holder, the Supervisors or Operators to access BB Internet Banking and cannot guarantee that such information will not be intercepted.

The Account Holder acknowledges and agrees that the operation of BB Internet Banking may require the transfer of account information to and between countries some of which may not have the same legal protections regarding bank customer information as the home country of the Account Holder, the Member States of the European Union or the United States. It may be that, in varying jurisdictions, including the home jurisdiction of the Account Holder, the presence of account information on the Account Holder’s PC or “servers” located in such jurisdictions will give the governmental authorities and courts therein greater legal or practical ability to obtain such information. The Account Holder agrees that

the Branch and the Bank shall not be responsible for any consequences of the foregoing provided the Bank and the Branch had taken any and all appropriate measures in accordance with relevant laws and regulations

#### **H. Restricting or Terminating Access to BB Internet Banking**

In addition to, and not in substitution for, any provision in this Agreement, the Account Holder understands and agrees that the Branch will not in any way be obligated to permit any Supervisor or Operator access to any of the Account Holder's financial information or the use of any service through BB Internet Banking if it has reasonable grounds to believe that (a) such use or access is not in accordance with any term or condition applicable to the service or BB Internet Banking or to the information to be accessed, (b) such use or access is not permitted by any state or federal law or regulation, (c) the Branch or any of the Bank's branches or subsidiaries has reasonable cause to believe that such use or access may not be authorized by the Account Holder or any third person whose authorization the Branch or such branch or subsidiary of the Bank believes is necessary for such use or access.

#### **I. No Other Use of Software**

**BB Internet Banking uses proprietary software of the Branch, the Bank and Other Software Suppliers which is accessible only through web access. The Account Holder does not have any access or rights to the proprietary software, only having access to the web based interface. The Account Holder agrees to use the web access to BB Internet Banking only for its intended purposes as provided in this Agreement for the limited purposes stated herein. The Account Holder may not disassemble, decompile, copy, modify or reverse engineer any of the BB Internet Banking software or allow anyone else to do so. J. Copyright Notices**

The works of authorship contained in the website, including but not limited to all design, text, sound recordings and images, are owned, except as otherwise expressly stated, by the Branch, the Bank or by one of the Bank's offices or subsidiaries. Except as otherwise expressly stated herein, they may not be copied, transmitted, displayed, performed, distributed (for compensation or otherwise), licensed, altered, framed, stored for subsequent use or otherwise used in whole or in part in any manner beyond the uses authorized in this Agreement without the Branch's prior written consent, except to the extent permitted by the Copyright Act of 1976 (17 U.S.C. 107), as amended, and then, only with notices of the Branch's proprietary rights provided that the Account Holder may download information and print out hard copies for the Account Holder's use, so long as the Account Holder does not remove any copyright or other notice as may be contained in information, as downloaded.

#### **K. Trademark Notices**

**Banco do Brasil** is the marketing name for the financial services activities of the Bank and the Bank's offices, subsidiaries and affiliates in the United States, Brazil and other countries. The Banco do Brasil name and the interlocking BB logo are registered trademarks of the Bank. Other featured words or symbols, used to identify the source of goods and services, may be the trademarks of their respective owners.

#### **L. Customer Service**

If any Supervisor or Operator needs assistance in BB Internet Banking, or if any Supervisor or Operator needs to communicate with the Branch, the Supervisor or Operator may call the Customer Service of the Branch at 1-800-421-9554 (Toll-Free in U.S.) or (646) 845-3752, (0800) 729-2221 in Brazil, or fax the Branch at (407) 608-1855, or write to:

Banco do Brasil – New York Branch  
BB Internet Banking  
535 Madison Avenue, 34<sup>th</sup> floor  
New York, N.Y. 10022

The Account Holder agrees that the Branch may record telephone conversations from time to time to monitor the quality of service and accuracy of information that Our employees or agents give the Account Holder, and to ensure that the Account Holder's instructions are followed.



Customer Service can help resolve any BB Internet Banking problems, but Customer Service is not authorized to waive any provision of this Agreement.

#### **M. Electronic Messages**

The Account Holder agrees to receive communications and disclosures regarding the Account Holder's account(s) electronically and will not attempt to avoid receiving any messages. The Account Holder is deemed to have received any electronic messages sent to the Account Holder when they are made available to the Account Holder. The Account Holder may print a copy of such communications using the "print" function of the Account Holder's browser, or the Account Holder may request that the Branch send the Account Holder by fax a paper copy of such communication by contacting Customer Service as provided in Section L above.

The Account Holder agrees that the Account Holder will not use any electronic communication feature of BB Internet Banking for any purpose that is unlawful, abusive, harassing, libelous, defamatory, obscene or threatening. The Branch shall be entitled, but is not obligated, to (1) review or retain the Account Holder's electronic communications for, among other reasons, monitoring the quality of service the Account Holder receives, the Account Holder's compliance with this Agreement and the security of the Account Holder's Account, and (2) disclose the Account Holder's electronic communications to the same extent it may disclose other information about the Account Holder or the Account Holder's account(s) as provided in this Agreement.

#### **N. Electronic Funds Transfers (Online)**

BB Internet Banking enables the Account Holder to transfer funds on-line from the Account Holder's Account to any other accounts maintained with the Branch or with the Bank or to any other bank inside or outside of the United States ("Electronic Funds Transfers"). By entering into this Agreement the Account Holder acknowledges that the Account Holder has read and agreed to the provisions of this Agreement relating to Electronic Funds Transfers.

**IMPORTANT: SINCE INTERNAL TRANSFERS AND EXTERNAL TRANSFERS WILL BE PROCESSED ON-LINE, IN REAL TIME, WITHOUT HUMAN INTERVENTION AT THE BRANCH LEVEL, ONCE THE TRANSACTION IS SUBMITTED IT IS FINAL AND CANNOT BE REVERSED WITHOUT BENEFICIARY'S CONSENT IN WRITING TO THE BRANCH.** In the event that a payment is wrongly directed by the Account Holder to the wrong beneficiary, inside or outside of the Branch, the Branch will try to facilitate as much as possible the return of the Account Holder's funds, but the Branch takes no responsibility at all for that matter.

When the Account Holder may make online funds transfer in "Approved Currency", the debit will occur in the real time but the Bank will deliver the portion of transactions in two (2) business days.

#### **(i) Hours of Operation**

The New York Branch's normal hours of operation are from 9:00 a.m. to 5:00 p.m. (New York time) Mondays through Fridays, except for bank holidays. Saturday, Sunday and Monday are considered one business day. Bank holidays are considered part of the following business day.

BB Internet Banking will be available 7 days a week, 24 hours a day. This availability schedule is subject to change; the Account Holder will reasonably notified in advance of any changes.

#### **(ii) Account Statements**

The Account Holder will receive a monthly account statement for The Account Holder's Accounts, showing, among other things, the Account Holder's Electronic Funds Transfers. Furthermore, BB Internet Banking will enable Account Holder to access a credit or debit advice for each transaction processed including Debit/Credit account number, dollar amount of transfer, transfer reference number, and the fee charged for the transaction.

The Account Holder's Account activities will be available to the Account Holder through BB Internet Banking for a period of two (2) years. Account activity may be reviewed or printed online at any time.

**(iii) Lost or Stolen Access Devices**

Account Holder should implement security procedures to prevent anyone from improperly using any Supervisor's or Operator's BB Internet Banking user ID and password. It is important for Supervisors and Operators to keep their passwords to themselves; this password is an important means of protection for the Account Holder. It is recommended that Account Holder implement security procedures which prevent Supervisors and Operators from keeping their passwords on their personal computer or any computer materials, or any other access device (collectively, "User Access Device"). Contact the Branch immediately if any Supervisors or Operators suspect their BB Internet Banking User Access Device has been stolen or if any Supervisors or Operators believe that an unauthorized person has obtained access to their User Access Device. The telephone is the fastest way to alert the Branch. Prompt notification is crucial in preventing unauthorized access to the Account Holder's Account and possible loss of funds (including the Account Holder's maximum overdraft line of credit). Call the Branch at the number provided in Section L of this Article of the Agreement and speak with a Branch employee.

**(iv) Errors and Problem Resolution Procedures**

If the Account Holder thinks there has been an error in an Electronic Funds Transfer, contact the Branch as soon as possible. The Account Holder's representatives can write or call the Branch (see Article III, Section L, of this Agreement for the address and phone numbers). To assist the Account Holder, the Branch's representatives will need to know:

- Account Holder name and account number
- The dollar amount of the suspected error
- The type of the Transaction and the time and date of the transmission
- Why the Account Holder's representative believes there was an error
- Reference number assigned by the system to the Transaction, if any.

The Branch will investigate every problem, and the Branch will resolve each problem as quickly as possible. As soon as any representative of the Account Holder contacts the Branch, the Branch will start its investigation.

**(v) Telling the Account Holder the Result of Branch's Investigation**

The Branch will tell the Account Holder the results of its investigation within 10 (ten) business days after the Branch hears from the Account Holder's representative, and the Branch will correct the error promptly if it is possible. If the Branch needs more time, however, the Branch may take up to 45 days to investigate Account Holder's complaint or question, but it advise the Account Holder within 10 days if it needs more time to investigate Account Holder's complaint or question.

If the Branch determines that there was no error, the Branch will send the Account Holder a written explanation within three business days after the Branch finishes its investigation. The Account Holder may request and the Branch will provide the Account Holder with copies of the documents that the Branch used in its investigation.

**(vi) Branch's Responsibility to the Account Holder**

1) The Branch will be responsible for the Account Holder's direct and actual losses and damages suffered if they were caused directly by the Bank's failure to:

- (i) Complete an Electronic Funds Transfer as properly requested and authorized;
- (ii) Cause BB Internet Banking and related products and services to reflect reasonable industry standards for security

2) However, the Branch will not be responsible for the Account Holder's losses if:

- a) The Account Holder did not have enough money in the Account Holder's account to make the Transaction;
- b) The Transaction would have caused the Account Holder to exceed the Account Holder's available credit;
- c) The money in The Account Holder's account was attached, subject to legal process, or was blocked in some other way, pursuant to applicable law or regulation;

- d) Such losses result directly from the use, by the Account Holder and/or any Operator and/or Supervisor, of BB Internet Banking within a period of time during which the Bank or the Branch, previously and sufficiently in advance, advised the Account Holder that BB Internet Banking should not be used due to a temporary technical malfunction or other problem;
- e) The Account Holder and/or any Operator and/or Supervisor, were trying to defraud the Branch unless the Branch had sufficient prior actual knowledge of such attempts to defraud the Branch to reasonably allow the Branch to prevent those steps and took no steps to prevent such attempts
- f) Circumstances beyond Our control, or a natural disaster such as a flood or fire, prevented the Transaction from taking effect;
- g) The Branch followed the Account Holder's instructions;
- h) The Account Holder and/or any Operator and/or Supervisor uploads any files and/or transfers any files with incorrect or incomplete payment instructions to the Branch

If any of the listed events listed in the subparagraph (e) occur, except for the responsibilities by the Branch to the Account Holder specified above in this subparagraph (e), the Account Holder agrees to fully indemnify, defend, and hold harmless the Branch and its officers, directors, shareholders, employees, agents, and representatives from and against any and all claims, liabilities, demands, costs, losses, lawsuits, damages, recoveries, settlements, and expenses, including, without limitation, the costs of litigation and attorney's fees, arising directly or indirectly from or in any way related to processing the Transaction, and not caused by the Branch's gross negligence, or willful misconduct. The Account Holder shall be responsible for all actions taken and/or omitted by any Supervisors or Operators.

#### IV. RESPONSIBILITIES

**A. Account Holder:** In addition to all the provisions of this Agreement, it is the responsibility of the Account Holder to designate the Supervisors and the Operators. The Account Holder acknowledges that once a Transaction is approved by the Account Holder and submitted to the Branch through BB Internet Banking it is final, and therefore the Account Holder authorizes the Branch to process such Transaction and the Account Holder agrees to fully indemnify, defend, and hold harmless the Branch and its officers, directors, shareholders, employees, agents, and representatives from and against any and all claims, liabilities, demands, costs, losses, lawsuits, damages, recoveries, settlements, and expenses, including, without limitation, the costs of litigation and attorney's fees, arising directly or indirectly from or in any way related to processing the Transaction, and not caused by the Branch's gross negligence, or willful misconduct. The Account Holder shall be responsible for all actions taken and/or omitted by any Supervisors or Operators. In addition, the limits per day that the Account Holder authorizes the Branch to accept and to process through BB Internet Banking, and that Branch will permit to be transacted through BB Internet Banking will be as follow:

**External/Internal Transfers: US\$** \_\_\_\_\_

**B. The Branch:** The Branch shall not be held responsible, and the Account Holder agrees to indemnify the Branch, for all actions taken and/or omitted by any Supervisor and/or Operator, except as otherwise provided in this Agreement.

The Branch agrees to make reasonable efforts to ensure full performance of BB Internet Banking. However, the Branch will be responsible for acting only on those inquiries sent through BB Internet Banking which are actually received and cannot assume responsibility for malfunctions in communication facilities not under Our control that may affect the accuracy or timeliness of messages sent. The Branch is not responsible for any losses or delays in transmission of instruction/inquiries arising out of the use of any Access Service Provider or caused by any browser software. The Branch is not liable for errors or delays in processing should the Account Holder provide incorrect instructions or if the Account Holder's payment instructions are not given sufficiently in advance to allow for timely transfer of funds or delays in mail service. Any information the Account Holder receives from the Branch (which in turn has received that information from Other Information Provider) or Other Information Providers is believed to be reliable, However, such information can be provided only on a best-efforts basis for the Account Holder's convenience and is not guaranteed. Neither the Branch nor any Other Information Provider is liable for any deficiencies in the accuracy, completeness, availability or timeliness of such information or for the consequences of any investment or other decision made using this information.

Neither the Branch, the Bank nor Other Information Providers are responsible for any computer virus or related problems which may be attributable to services provided by any Access Service Provider. The Branch does not guarantee the security of the Account Holder's information where transmitted over a non-secure connection, nor does the Branch undertake any liability for the risk of fraud from third parties or any liability other than for gross negligence, or willful misconduct by the Branch as determined by a competent Court in the State of New York. The Branch shall not be liable for

any loss or damage due to causes beyond the Branch's reasonable control, including, without limitation, Acts of God, labor disputes, fire, or power or telecommunication failure.

Except as otherwise provided in the "Branch's Responsibility to the Account Holder" provision of Article III Section N (vi) of this Agreement and in the absence of gross negligence or willful misconduct on the part of the Branch: (a) the Branch, the Bank, the Bank's offices, subsidiaries and Affiliates, any Other Information Providers, nor any Other Software Suppliers are not responsible for any direct, indirect, special, incidental or consequential damages arising in any way out of the use of BB Internet Banking; (b) the entire liability of the Branch, the Bank's branches and subsidiaries, Other Information Providers and Other Software Suppliers, and the Account Holder's exclusive remedy with respect to the use of BB Internet Banking, shall be limited to the replacement of any browser or Other Software Provided by the Branch to use with BB Internet Banking that is found to be defective. In states where the exclusion or limitation of liability for consequential or incidental damages is limited by law, the liability of the Branch, the Bank's branches and subsidiaries, Other Information Providers and Other Software Suppliers is limited to the extent required by law.

The Account Holder agrees to indemnify the Branch and the Bank and hold them harmless to the fullest extent permitted by law from and against (a) any and all actions, claims, suits, fines and penalties arising out of (i) The Branch's performance of its obligations pursuant to any proper request by the Account Holder or for any consequence which may result from the Bank's performance of any such request or (ii) the use by the Account Holder, any Supervisor or Operator of BB Internet Banking, except to the extent of the Branch's gross negligence or willful misconduct, and (b) any damages, costs, expenses (including legal fees and reimbursements), losses or liabilities relating to any such actions, claims, suits, fines or penalties or to any breach of this Agreement by the Account Holder (whether or not the Branch, the Bank or the Account Holder are parties to any dispute or proceeding).

THE BRANCH, AND THE BANK MAKE NO EXPRESS OR IMPLIED WARRANTY AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF BB INTERNET BANKING, THE FINANCIAL INFORMATION, OR THE SERVICES, AND WE MAKE NO OTHER WARRANTY, PROMISE, COMMITMENT, GUARANTEE, OR REPRESENTATION WITH RESPECT TO BB INTERNET BANKING, THE FINANCIAL INFORMATION, OR THE SERVICES EXCEPT THOSE WARRANTIES, PROMISES, COMMITMENTS, GUARANTEES, OR REPRESENTATIONS SPECIFICALLY STATED IN THIS AGREEMENT.

Notwithstanding the above, the provisions of this Agreement shall not be construed as to release the Bank from any liability derived from its own gross negligence, willful misconduct in connection with the Bank's obligations under this Agreement

## **V. ACCEPTING THE AGREEMENT**

The Account Holder understand that by signing this document it has agreed to the terms and conditions of this Agreement and agrees to use BB Internet Banking as provided in this Agreement.

## **VI. CANCELLATION**

This Agreement will remain in effect until cancelled or terminated by the Account Holder or the Branch.

The Account Holder understands that the Account Holder may cancel or terminate this Agreement at any time by notifying the Branch electronically or by mail at the address provided in Article III, Section L, of this Agreement. This will cancel any BB Internet Banking services but will not terminate Account Holder's accounts with the Branch.

The Branch may cancel or terminate this Agreement and terminate Account Holder's use of BB Internet Banking for any reason, at any time by notifying the Account Holder electronically or by mail at the address provided in this Agreement unless required by law or regulation to do so without notice.

## **VII. ASSIGNMENT**

Except for transfers of Account Holder's rights, duties, and obligations to the Branch and the Bank's branches and subsidiaries under this Agreement by operation of law, such rights, duties and obligations may not be assigned by the



Account Holder without the prior written consent of Branch and the appropriate branch or subsidiary of the Bank. Except for transfers of the rights, duties and obligations to Account Holder of the Branch or any of the Bank's branches and subsidiaries under this Agreement to another Branch or branch or subsidiary of the Bank (which will be preceded by a written notice to the Account Holder) or by operation of law, such rights, duties and obligations may not be assigned by the Branch or any branch or subsidiary of the Bank without Account Holder's prior written consent.

**VIII. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of New York without reference to its conflicts of law provisions and, where applicable, by Federal law. Any issue relating to an Account or service with the Branch which Account Holder accesses through BB Internet Banking shall be governed by the laws of the State of New York.

**IX. SEVERABILITY**

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions shall remain valid and enforceable.

**X. ENTIRE AGREEMENT**

This Agreement and the General Terms and Conditions, set forth the entire and only agreement between the Branch and the Account Holder with respect to the Account Holder's use of BB Internet Banking and the services provided by it. Any prior or contemporaneous agreements, representations, statements, negotiations, undertakings, promises or conditions, whether oral or written, with respect to BB Internet Banking which conflict with the provisions in this Agreement are superseded by this Agreement.

**XI. AMENDMENTS**

From time to time the Branch may amend the terms of this Agreement, the BB Internet Banking User Guide and the General Terms and Conditions, provided such amendments are general and binding on the similar other Account Holders. The Account Holder will be notified as required by applicable law. The Account Holder understands that such changes in shall be effective upon delivery of prior written notice unless the Account Holder gives written notice to the Branch that the Account Holder does not agree to such amendments. In the event that the Account Holder does not agree to the amendments, the Agreement will be terminated. This Agreement may also be modified by a writing signed by both Parties.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have caused this Agreement to be executed and consider the same to be effective as of \_\_\_\_\_, 20\_\_\_\_

Banco do Brasil S.A., New York Branch

\_\_\_\_\_  
By;  
Name:  
Title:

\_\_\_\_\_  
By:  
Name:  
Title:

Account Holder:

\_\_\_\_\_  
By;  
Name:  
Title:

\_\_\_\_\_  
By:  
Name:  
Title:



## OPERATOR DESIGNATION – Change form

I/We \_\_\_\_\_, hereby certify that I/we are duly appointed Authorized Signatory(ies) (or Attorney(s) in Fact) of \_\_\_\_\_ (the “CORPORATION”), account number \_\_\_\_\_, a corporation organized and existing under the laws of the \_\_\_\_\_ (enter the State or Country of Incorporation), having its principal office and place of business at \_\_\_\_\_. Pursuant to a Corporate Resolution or Power of Attorney, dated \_\_\_\_\_, 20\_\_ (the “RESOLUTION”), the following changes in Operator Designations shall be effective as of \_\_\_\_\_, 20\_\_:

### OPERATORS

Select the access level for each Operator from the list directly below, by placing the reference number assigned to the function in the allocated space next to the operator’s name:

- (1) The person is designated as an Operator of the Corporation with the authority to enter transactions on behalf of the Corporation.
- (2) The person is designated as an Operator of the Corporation with the ability to receive and review statements of the Corporation’s account(s).
- (3) The person is designated as an Operator of the Corporation with the ability to receive and review statements of the Corporation’s account(s) and with the authority to enter transactions on behalf of the Corporation.
- (4) The person(s)’ authority to act as an Operator of the Corporation is terminated effectively immediately.

( ) Name: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Phone n°: \_\_\_\_\_

( ) Name: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Phone n°: \_\_\_\_\_

( ) Name: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Phone n°: \_\_\_\_\_

New York Branch

( ) Name: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Phone n°: \_\_\_\_\_

( ) Name: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Phone n°: \_\_\_\_\_

( ) Name: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Phone n°: \_\_\_\_\_

( ) Name: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Phone n°: \_\_\_\_\_

( ) Name: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Phone n°: \_\_\_\_\_

**SUPERVISORS**

Supervisor access is given to the current authorized signers of the Corporation only, as designated by the customer's latest Corporate Resolution or Power of Attorney. As email address are required for the issuance of Internet Banking Passwords, an email address and telephone number for each authorized signers must be listed in the designated spaces below:

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

E-mail Address: \_\_\_\_\_

Phone n°: \_\_\_\_\_

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

E-mail Address: \_\_\_\_\_

Phone n°: \_\_\_\_\_

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

E-mail Address: \_\_\_\_\_

Phone n°: \_\_\_\_\_

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

E-mail Address: \_\_\_\_\_

Phone n°: \_\_\_\_\_

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

E-mail Address: \_\_\_\_\_

Phone n°: \_\_\_\_\_

The Bank is authorized to honor each transaction entered by an Operator on behalf of the Corporation if approved by a Supervisor with appropriate authority; the Corporation agrees to indemnify and hold the Bank harmless from and against any and all claims, suits, judgments, losses, costs and expenses (including reasonable attorneys' fees) that the Bank may incur as a result of honoring authorized transactions.

10. The Authorized Signatories of this Corporation identified in the Corporate Resolution or Power of Attorney of the Account Holder be/are and hereby is/are authorized and directed to certify to the Bank the names of the present Operators of this Corporation and other persons authorized to sign for it, and the offices respectively held by them, together with specimens of their signatures and from time to time as changes in such personnel are made, immediately to promptly inform the Bank of any such changes, , and the Bank shall be fully protected in relying on such certifications and shall be indemnified and held harmless from any claims, demands, expenses (including reasonable attorneys' fees), losses or damages resulting from refusing to honor any signature not so certified.

This Corporation acknowledges and agrees that Accounts are subject to the Bank's terms and conditions for accounts, as the same may be amended from time to time.

This Designation shall continue in full force and effect until written notice of revocation has been duly received by the Bank and the Bank has had reasonable opportunity to act thereon.

**VERIFICATION:**

The undersigned certifies that they are acting as Authorized Signatories under either Corporate Resolution or Power of Attorney of the Account Holder and that the resolution or power of attorney is in conformity with the provisions of the articles of incorporation and the bylaws and their authority to act has not been rescinded or modified

Account Holder:

\_\_\_\_\_  
Name:  
Title:  
Date:

\_\_\_\_\_  
Name:  
Title:  
Date:

## PRE-APPROVED BENEFICIARIES APPENDIX

In the event that Account Holder executes this Pre-Approved Beneficiaries Appendix (PAB Appendix) and delivers it to Branch in connection with the User Agreement for Business Customers("Agreement") , or delivers this PAB Appendix at some later date after delivery of the Agreement, then the Agreement is hereby amended to restrict the ability of Account Holder using BB Internet Banking to make any Internal or External Transfers other than to those beneficiaries identified and authorized below.

The definition of "Qualified Payment" shall be amended to mean a payment instruction sent to the Branch through the Online Services (as hereinafter defined) of BB Internet Banking that contains all information regarding the beneficiary bank (bank name, bank code) and the beneficiary of the payment (name, address, account number) and specifies a beneficiary of payment identified in the most recently received Pre-Approved Beneficiaries Appendix. Banco do Brasil SA retains the right to require additional information and/or documentation regarding any information provided by the Account Holder, as deemed appropriate. Account Holder must promptly inform the Bank if any information has changed with respect to a listed Pre-Approved Beneficiary, to include changes to address, account or Beneficiary Bank information.

The Authorized Signatories of this Corporation identified in the Corporate Resolution or Power of Attorney of the Account Holder be/are and hereby is/are authorized and directed to certify to the Bank the election to limit use of the BB Internet Banking to Pre-Authorized Beneficiaries, and the Bank shall be fully protected in relying on such certifications and identifications and shall be indemnified and held harmless from any claims, demands, expenses (including reasonable attorneys' fees), losses or damages resulting from refusing to make any transfers to beneficiaries not so identified.

This Corporation acknowledges and agrees that Accounts are subject to the Bank's terms and conditions for accounts, as the same may be amended from time to time.

This Appendix shall continue in full force and effect until written notice of revocation has been duly received by the Bank and the Bank has had reasonable opportunity to act thereon.

### **VERIFICATION:**

The undersigned certify that they are acting as Authorized Signatories under either Corporate Resolution or Power of Attorney of the Account Holder and that the resolution or power of attorney is in conformity with the provisions of the articles of incorporation and the bylaws and their authority to act has not been rescinded or modified.

Account Holder:

\_\_\_\_\_  
Name:  
Title:  
Date:

\_\_\_\_\_  
Name:  
Title:  
Date:

**DAILY TRANSFER LIMIT MODIFICATION APPENDIX**

In the event that Account Holder executes this Daily Transfer Limit Modification Appendix and delivers it to Branch at some later date after delivery of the User Agreement for Business Accounts, then the Agreement is hereby amended to modify the Daily Transfer Limit by the Account Holder using BB Internet Banking for Internal or External Transfers from the Daily Transfer Limit found in Section IV A to:

( ) A new Daily Transfer Limit for Internal/External Transfers of US\$\_\_\_\_\_.

The Authorized Signatories of this Corporation identified in the Corporate Resolution or Power of Attorney of the Account Holder be/are and hereby is/are authorized and directed to certify to the Bank the daily transfer limit for the BB Internet Banking, and the Bank shall be fully protected in relying on such certifications and shall be indemnified and held harmless from any claims, demands, expenses (including reasonable attorneys' fees), losses or damages resulting from refusing to make any transfers beyond the newly certified daily transfer limits.

This Corporation acknowledges and agrees that Accounts are subject to the Bank's terms and conditions for accounts, as the same may be amended from time to time.

This Appendix shall continue in full force and effect until written notice of revocation has been duly received by the Bank and the Bank has had reasonable opportunity to act thereon.

**VERIFICATION:**

The undersigned certify that they are acting as Authorized Signatories under either Corporate Resolution or Power of Attorney of the Account Holder and that the resolution or power of attorney is in conformity with the provisions of the articles of incorporation and the bylaws and their authority to act has not been rescinded or modified.

Account Holder: \_\_\_\_\_

Account # : \_\_\_\_\_

\_\_\_\_\_  
Name:  
Title:  
Date:

\_\_\_\_\_  
Name:  
Title:  
Date:



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

(Rev. April 2016)

Department of the Treasury  
Internal Revenue Service

▶ For use by entities. Individuals must use Form W-8BEN. ▶ Section references are to the Internal Revenue Code.  
▶ Information about Form W-8BEN-E and its separate instructions is at [www.irs.gov/formw8bene](http://www.irs.gov/formw8bene).  
▶ Give this form to the withholding agent or payer. Do not send to the IRS.

**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 U.S. (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 . . . . . 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
--	---

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

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

<input type="checkbox"/> Corporation	<input type="checkbox"/> Disregarded entity	<input type="checkbox"/> Partnership
<input type="checkbox"/> Simple trust	<input type="checkbox"/> Grantor trust	<input type="checkbox"/> Estate
<input type="checkbox"/> Central Bank of Issue	<input type="checkbox"/> Tax-exempt organization	<input type="checkbox"/> Government
<input type="checkbox"/> Complex trust	<input type="checkbox"/> Private foundation	<input type="checkbox"/> International organization

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.  Yes  No

**5** Chapter 4 Status (FATCA status) (See instructions for details and complete the certification below for the entity's applicable status).

<input type="checkbox"/> Nonparticipating FFI (including a limited FFI or an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner).	<input type="checkbox"/> Nonreporting IGA FFI. Complete Part XII.
<input type="checkbox"/> Participating FFI.	<input type="checkbox"/> Foreign government, government of a U.S. possession, or foreign central bank of issue. Complete Part XIII.
<input type="checkbox"/> Reporting Model 1 FFI.	<input type="checkbox"/> International organization. Complete Part XIV.
<input type="checkbox"/> Reporting Model 2 FFI.	<input type="checkbox"/> Exempt retirement plans. Complete Part XV.
<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.	<input type="checkbox"/> Entity wholly owned by exempt beneficial owners. Complete Part XVI.
<input type="checkbox"/> Sponsored FFI. Complete Part IV.	<input type="checkbox"/> Territory financial institution. Complete Part XVII.
<input type="checkbox"/> Certified deemed-compliant nonregistering local bank. Complete Part V.	<input type="checkbox"/> Nonfinancial group entity. Complete Part XVIII.
<input type="checkbox"/> Certified deemed-compliant FFI with only low-value accounts. Complete Part VI.	<input type="checkbox"/> Excepted nonfinancial start-up company. Complete Part XIX.
<input type="checkbox"/> Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part VII.	<input type="checkbox"/> Excepted nonfinancial entity in liquidation or bankruptcy. Complete Part XX.
<input type="checkbox"/> Certified deemed-compliant limited life debt investment entity. Complete Part VIII.	<input type="checkbox"/> 501(c) organization. Complete Part XXI.
<input type="checkbox"/> Certified deemed-compliant investment advisors and investment managers. Complete Part IX.	<input type="checkbox"/> Nonprofit organization. Complete Part XXII.
<input type="checkbox"/> Owner-documented FFI. Complete Part X.	<input type="checkbox"/> Publicly traded NFFE or NFFE affiliate of a publicly traded corporation. Complete Part XXIII.
<input type="checkbox"/> Restricted distributor. Complete Part XI.	<input type="checkbox"/> Excepted territory NFFE. Complete Part XXIV.
	<input type="checkbox"/> Active NFFE. Complete Part XXV.
	<input type="checkbox"/> Passive NFFE. Complete Part XXVI.
	<input type="checkbox"/> Excepted inter-affiliate FFI. Complete Part XXVII.
	<input type="checkbox"/> Direct reporting NFFE.
	<input type="checkbox"/> Sponsored direct reporting NFFE. Complete Part XXVIII.
	<input type="checkbox"/> Account that is not a financial account.

**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
---	---------

<b>8</b> U.S. taxpayer identification number (TIN), if required	<b>9a</b> GIIN	<b>b</b> Foreign TIN
---	----------------	----------------------

**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
  - Limited Branch (see instructions).
  - 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
    - Tax exempt pension trust or pension fund
    - Other tax exempt organization
    - Publicly traded corporation
    - Subsidiary of a publicly traded corporation
    - Company that meets the ownership and base erosion test
    - Company that meets the derivative benefits test
    - Company with an item of income that meets active trade or business test
    - Favorable discretionary determination by the U.S. competent authority received
    - 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: -----  
 GIIN 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, 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 five percent 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 V.

**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 §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**
- Twenty 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 percent 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 § 1.1471-5(f)(2)(iv)).

**Part IX Certified Deemed-Compliant Investment Advisors and Investment Managers**23  I certify that the entity identified in Part I:

- Is a financial institution solely because it is an investment entity described in §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:
    - 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);
    - 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**
    - 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 §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 four 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 §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 §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 whose GIIN is provided on line 9a (if any) \_\_\_\_\_ ; and your GIIN (if issued to you) \_\_\_\_\_ .

**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 §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;
  - 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 §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**
    - 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;
    - 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 §1.1471-5(b)(2)(i)(A));
    - 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 §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
    - 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 §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 percent 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, accounts described in §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 §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 §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 §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 §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 §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 §1.1471-5(e)(5)(i)(C) through (E);
  - Is a member of a nonfinancial group described in §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 three 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 Non-Profit Organization**

**36**  I certify that the entity identified in Part I is a non-profit 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 non-charitable 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 XXII 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:
  - 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, or
  - 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.





BANCO DO BRASIL  
NEW YORK BRANCH

**DEPOSIT ACCOUNTS**

We acknowledge that this account is  
not covered by F.D.I.C. Insurance

CORPORATIONS/  
FINANCIAL AND OFFICIAL INSTITUTIONS

ACCOUNT NUMBER

AUTHORIZED SIGNATURE CARD OF THE COMPANY/ENTITY:

**NAME OF SIGNER:**

**TITLE:**

**(For Bank Use Only)**

NO. OF SIGNATURE S REQUIRED

Transactions:

Documents:

If two or more signatures are to be  
required upon each check, draft,  
note or other item, special  
instructions should be given to  
BANCO DO BRASIL in writing.

**SIGNATURE**

**SIGNATURE**

**AUTHENTICATION:**

**APPROVAL**

**IN ORDER TO BE VALID, THIS SIGNATURE CARD MUST BE AUTHENTICATED.**