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|---|--------------------------|--|
| <p>12. Passive Investment Entity (with no Controlling Persons who are US persons)</p> <ul style="list-style-type: none"> You derive more than 50% of your gross income (for the previous calendar year) from Passive Income such as investments, dividends, interests, rents or royalties, and You do not have any Controlling Person who is US Person. | <input type="checkbox"/> | Passive NFFE without Controlling Person who is US person |
| <p>13. Passive Investment Entity (with Controlling Person who are US persons)</p> <ul style="list-style-type: none"> You derive more than 50% of your gross income (for the previous calendar year) from Passive Income such as investments, dividends, interests, rents or royalties, and You have any Controlling Person who is US Person. You must complete Section C of this form | <input type="checkbox"/> | Passive NFFE with Controlling Persons who is US Person |
| <p>14. Others</p> <ul style="list-style-type: none"> You are none of the above. Must complete and submit the appropriate US Tax Withholding Form (W9 or W8) | <input type="checkbox"/> | Status to be confirmed from US Tax Withholding Form |

Section C

Controlling persons who are US persons (Please complete only if you selected FATCA category 13 in Section B.)
Please provide details as per the table below for each controlling person who is a US person

| Name | Resident Address for Tax Purposes | Date of Birth | U.S. TIN (SSN/ EIN) | Percentage of Ownership (%) |
|------|-----------------------------------|---------------|---------------------|-----------------------------|
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Section D

Self-Declaration:

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

- The entity identified in Section B of this form is the beneficial owner of all the income to which this form relates and is using this form to certify its status for FATCA purposes
- The entity identified in Section B of this form is not a U.S. person

I agree that I will submit a revised form within 30 days if there is any change of circumstances which will necessitate an update to the information provided in this form

| | | |
|--|------------------------------|---------------------------|
| Name and designation of Authorized Signatory: | Authorized Signature: | Date (MM-DD-YYYY): |
| | | __ - __ - 20__ |

Foreign Account Tax Compliance Act ("FATCA") – Entity Self Certification

General Instructions

This form has to be completed by all entities resident in United Arab Emirates (UAE) for tax purposes that wish to open a relationship with a Financial Institution in UAE.

Purpose of the form

The government of UAE have signed a Tax information exchange agreement with the Government of United States of America. Under this Inter-Governmental Agreement also referred to as the Model 1 IGA it is required by Financial Institutions in UAE to determine the status of entities under the US Foreign Account Tax Compliance Act (FATCA). The entity classification and information provided on this form will be used by the Financial Institution in UAE to ascertain if the entity account is reportable under FATCA requirements. This is a self-certification form and has to be completed only by persons who are authorized to sign on behalf of the entity.

Change in circumstance

If a change in circumstances makes any information on the Form you have submitted incorrect for purposes of FATCA, you must notify the financial institution within 30 days of the change in circumstances and you must file a new Form.

Expiration of Form

Generally, this self-certification will remain valid for purposes of FATCA for a period starting on the date the form is signed and ending on the last day of the third succeeding calendar year, unless a change in circumstances makes any information on the form incorrect.

Glossary of terms

All terms used on this form have been explained below. For further understanding please refer to the Inter-governmental Agreement between Government of UAE and Government of United States of America. This glossary is for the purpose of general guidance only and for any technical interpretations the original agreement has to be referred. The Agreement can be found at the link

<http://www.treasury.gov/resource-center/tax-policy/treaties/Pages/FATCA-Archive.aspx>

For purposes of this agreement and any annexes thereto ("Agreement"), the following terms shall have the meanings set forth below:

1. The term **"United States"** means the United States of America, including the States thereof, but does not include the US Territories. Any reference to a "State" of the United States includes the District of Columbia.
 - b. The term **"US Territory"** means American Samoa, the Commonwealth of the Northern Mariana Islands, Guam, the Commonwealth of Puerto Rico, or the US Virgin Islands.
 - c. The term **"IRS"** means the US Internal Revenue Service.
 - d. The term **"UAE"** means United Arab Emirates.
 - e. The term **"Partner Jurisdiction"** means a jurisdiction that has in effect an agreement with the United States to facilitate the implementation of FATCA. The IRS shall publish a list identifying all Partner Jurisdictions.
 - f. The term **"Competent Authority"** means:
 - i. in the case of the United States, the Secretary of the Treasury or his delegate; and
 - ii. in the case of UAE, Ministry of Finance
 - g. The term **"Financial Institution"** means a Custodial Institution, a Depository Institution, an Investment Entity, or a Specified Insurance Company.
 - h. The term **"Financial Institution in UAE"** means (i) any Financial Institution resident in/ organized under the laws of UAE, but excluding any branch of such Financial Institution that is located outside UAE, and (ii) any branch of a Financial Institution not resident in/ organized under the laws of UAE, if such branch is located in UAE.
 - i. The term **"Custodial Institution"** means any Entity that holds, as a substantial portion of its business, financial assets for the account of others. An entity holds financial assets for the account of others as a substantial portion of its business if the entity's gross income attributable to the holding of financial assets and related financial services equals or exceeds 20% of the entity's gross income during the shorter of: (i) the three-year period that ends on December 31 (or the final day of a non-calendar year accounting period) prior to the year in which the determination is being made; or (ii) the period during which the entity has been in existence.
 - j. The term **"Depository Institution"** means any Entity that accepts deposits in the ordinary course of a banking or similar business.
 - k. The term **"Investment Entity"** means any Entity that conducts as a business (or is managed by an entity that conducts as a business) one or more of the following activities or operations for or on behalf of a customer:
 - i. trading in money market instruments (cheques, bills, certificates of deposit, derivatives, etc.); foreign exchange; exchange, interest rate and index instruments; transferable securities; or commodity futures trading;
 - ii. individual and collective portfolio management; or
 - iii. otherwise investing, administering, or managing funds or money on behalf of other persons.
 - l. This subparagraph 1(j) shall be interpreted in a manner consistent with similar language set forth in the definition of **"financial institution"** in the Financial Action Task Force Recommendations.
 - m. The term **"Specified Insurance Company"** means any Entity that is an insurance company (or the holding company of an insurance company) that issues, or is obligated to make payments with respect to, a Cash Value Insurance Contract or an Annuity Contract.
 - n. The term **"Insurance Contract"** means a contract (other than an Annuity Contract) under which the issuer agrees to pay an amount upon the occurrence of a specified contingency involving mortality, morbidity, accident, liability, or property risk.
 - o. The term **"Annuity Contract"** means a contract under which the issuer agrees to make payments for a period of time determined in whole or in part by reference to the life expectancy of one or more individuals. The term also includes a contract that is considered to be an Annuity Contract in accordance with the law, regulation, or practice of the jurisdiction in which the contract was issued, and under which the issuer agrees to make payments for a term of years.
 - p. The term **"Cash Value Insurance Contract"** means an Insurance Contract (other than an indemnity reinsurance contract between two insurance companies) that has a Cash Value greater than \$50,000.
 - q. The term **"Cash Value"** means the greater of (i) the amount that the policyholder is entitled to receive upon surrender or termination of the contract (determined without reduction for any surrender charge or policy loan), and (ii) the amount the policyholder can borrow under or with regard to the contract. Notwithstanding the foregoing, the term "Cash Value" does not include an amount payable under an Insurance Contract as:
 - i. a personal injury or sickness benefit or other benefit providing indemnification of an economic loss incurred upon the occurrence of the event insured against;
 - ii. a refund to the policyholder of a previously paid premium under an Insurance Contract (other than under a life insurance contract) due to policy cancellation or termination, decrease in risk exposure during the effective period of the Insurance Contract, or arising from a redetermination of the premium due to correction of posting or other similar error; or
 - iii. a policyholder dividend based upon the underwriting experience of the contract or group involved.
 - r. The term **"US Person"** means a US citizen or resident individual, a partnership or corporation organized in the United States or under the laws of the United States or any State thereof, a trust if (i) a court within the United States would have authority under applicable law to render orders or judgments concerning substantially all issues regarding administration of the trust, and (ii) one or more US persons have the authority to control all substantial decisions of the trust, or an estate of a decedent that is a citizen or resident of the United States. This subparagraph 1(a) shall be interpreted in accordance with the US Internal Revenue Code.
 - s. The term **"Entity"** means a legal person or a legal arrangement such as a trust.
 - t. The term **"US Source Withholdable Payment"** means any payment of interest (including any original issue discount), dividends, rents, salaries, wages, premiums, annuities, compensations, remunerations, emoluments, and other fixed or determinable annual or periodical gains, profits, and income, if such payment is from sources within the United States. Notwithstanding the foregoing, a US Source Withholdable Payment does not include any payment that is not treated as a withholdable payment in relevant US Treasury Regulations.
 - u. An Entity is a **"Related Entity"** of another Entity if either Entity controls the other Entity, or the two Entities are under common control. For this purpose control includes direct or indirect ownership of more than 50 percent of the vote or value in an Entity. Notwithstanding the foregoing, [FATCA Partner] may treat an Entity as not a Related Entity of another Entity if the two Entities are not members of the same expanded affiliated group as defined in section 1471(e)(2) of the US Internal Revenue Code.
 - v. The term **"US TIN"** means a US federal taxpayer identifying number.
 - w. The term **"Controlling Persons"** means the natural persons who exercise control over an Entity. In the case of a trust, such term means the settlor, the trustees, the protector (if any), the beneficiaries or class of beneficiaries, and any other natural person exercising ultimate effective control over the trust, and in the case of a legal arrangement other than a trust, such term means persons in equivalent or similar positions. The term "Controlling Persons" shall be interpreted in a manner consistent with the Financial Action Task Force Recommendations.
 - x. The term **"Passive Income"** means portion of gross income that consists of any of the following:
 - i. Dividends, including substitute dividend amounts;
 - ii. Interest;
 - iii. Income equivalent to interest, including substitute interest and amounts received from or with respect to a pool of insurance contracts if the amounts received depend in whole or part upon the performance of the pool;
 - iv. Rents and royalties, other than rents and royalties derived in the active conduct of a trade or business conducted, at least in part, by employees of the NFFE;
 - v. Annuities;
 - vi. The excess of gains over losses from the sale or exchange of property that gives rise to passive income;
 - vii. The excess of gains over losses from transactions (including futures, forwards, and similar transactions) in any commodities unless used for hedging or active business;
 - viii. Foreign currency gains;
 - ix. Net income from notional principal contracts;
 - x. Amounts received under cash value insurance contracts;
 - xi. Amounts earned by an insurance company in connection with its reserves for insurance and annuity contracts.
2. Any term not otherwise defined here shall, unless the context otherwise requires or the Competent Authorities agree to a common meaning (as permitted by domestic law), have the meaning that it has at that time under the law of the Party applying this Agreement, any meaning under the applicable tax laws of that Party prevailing over a meaning given to the term under other laws of that Party.