



INDIVIDUAL STATUS: US PERSON/ NON-US PERSON

Form to identify those that are reportable under FATCA

Customer Name: **Date**

Account Number(s):

SECTION 1: Establishing your status as a U.S. Person or Non-U.S. Person

1.	Are you or were you a US citizen or a US resident (green card holder) for tax purposes? (Including dual Nationality)	YES	NO
2.	Were you born in the United States or a U.S Territory? (US Territories include- Puerto Rico, Guam or US Virgin Islands)	YES	NO
3.	Do you have a permanent or temporary place of residence in the U.S.?	YES	NO
4.	Are you a holder of a US passport?	YES	NO

If you answered 'YES' to any of the questions above please complete **SECTION 2**. However, if you answered 'YES' to any of the questions above but are no longer a U.S citizen or permanent resident, please provide the following and complete **SECTION 3** of this form.

- a. an explanation regarding your renunciation of U.S Citizenship or reason citizenship was not obtained along with a copy of your Non- U.S. passport or ID and the appropriate IRS Forms (W- 8 series form) completed and signed.



SECTION 2: SELF – DECLARATION AS A US. PERSON

I hereby declare that in accordance with U.S. tax law I am a US Person for tax purposes and I understand and agree that my personal information will be disclosed to the local tax authority, and/or the U.S. Internal Revenue Service (IRS) and/or the Bank’s US correspondent bank and/or any third party which the Bank has contracted to assist with the administration of the obligations imposed by FATCA.

I acknowledge that I am the beneficial owner of the assets held by the bank for account number(s)..... and such assets may become subject to tax or other duties in the United States. I confirm that I will meet all financial obligations relating to FATCA where my account (s)/ relationship with the Bank is concerned. I have enclosed a completed and signed Form W- 9 “Request for Taxpayer Identification Number and Certification” which I explicitly consent the Bank to share with the relevant authorities. I hereby unequivocally waive my right to any claim against Trust Company (Guyana) Limited for any losses and/or costs resulting from or relating to any tax liability in the United States.

.....
Name of Customer

.....
Signature of Customer

.....
Date



SECTION 3: SELF – DECLARATION AS A NON- US. PERSON

I hereby declare that in accordance with U.S. tax law I am a NON- US Person for tax purposes. I undertake to inform the Bank during the course of my contractual relationship with the Bank of any changes relating to the declaration above, in particular if I should become a U.S Person based on the U.S. indicia held.

I acknowledge that I am the beneficial owner of the assets held by the bank for account number(s)..... and such assets may become subject to tax or other duties in the United States should I become a U.S. Person. Further, I confirm that I will meet all financial obligations relating to FATCA where my account (s)/ relationship with the Bank is concerned. I have enclosed a completed and signed Form W- 8 series form which I explicitly consent the Bank to share with the relevant authorities. I hereby unequivocally waive my right to any claim against Trust Company (Guyana) Limited for any losses and/or costs resulting from or relating to any tax liability in the United States.

.....
Name of Customer

.....
Signature of Customer

.....
Date



WAIVER OF GUYANA'S CONFIDENTIALITY AND DATA PROTECTION LAWS

Customer Name _____ Account No. _____
(Surname, First Name, Middle Name/Company)

(hereinafter referred to as Customer)

The Customer understands that Trust Company (Guyana) Limited, a Bank formed under the laws of Guyana (hereinafter referred to as 'the Bank' is and will be subject to various US tax regulations and agreements, e.g., under the US Foreign Account Tax Compliance Act (FATCA) and the Agreement between the Bank and the United States Internal Revenue Service (hereinafter the IRS), requiring the Bank to provide certain information to the IRS, either directly, indirectly or through the Bank's US correspondent bank.

You are advised to carefully read the following and sign at the bottom of this document to indicate your agreement with the following terms:

1. The Customer hereby authorizes the Bank to report to the IRS, local tax authorities and to the Bank's US correspondent bank, if applicable, by any means of communication, including but not limited to electronic data transmission, all information concerning the above-mentioned account number(s) (hereinafter the Relationship), including but not limited to the Customer's name and address, beneficial ownership information, a copy of any IRS Form submitted by the Customer, account statements, the amount of assets held with the Bank, the amount of revenues and income and any other information regarding the Relationship which may be requested or required (collectively, referred to as the Data) by the IRS, local tax authority and the Bank's US correspondent bank. The Customer understands that the IRS, local tax authority and the Bank's US correspondent bank, if applicable, may further share the Data with third parties wherever located and whom they deem appropriate, and releases the Bank from all liability in connection with the provision of Data to the IRS, local tax authority and the Bank's correspondent bank and assumes responsibility for all consequences and any damages that may arise at any time due to use of the Data by any such third party.

2. With this authorization, the Customer hereby expressly waives any protection or right under the Guyana Bank- Customer confidentiality and data protection laws to the extent necessary for the reporting of any Data hereunder. Further, the Customer accepts and acknowledges that any Data that the Bank discloses hereunder to the IRS, local tax authority and the Bank's US correspondent bank, if applicable, will be subject to foreign laws, including but not limited to the laws of the USA, and will not be covered by the laws of Guyana. Foreign laws and regulations may follow different principles of Bank-Customer confidentiality and/or data protection than under the laws of Guyana. It is expressly understood that this

authorization will not expire in the event of the Customer's incapacity to act, bankruptcy, declaration as a missing person, or his/her death, but will remain in force.

3. The Customer accepts and acknowledges that this authorization is a pre-condition for the relationship to be opened and/or maintained by the Bank.

4. The provisions governing the Bank's General Terms and Conditions also apply to this authorization

Signature (s) of Customer..... Date.....