

1. INTRODUCTION

- 1.1. These product terms apply whenever we agree to provide you with any of the following services:
- 1.1.1. the appointment of an individual as your:
- Authorising Person or PPOC under CRS; or
 - FATCA RO (Registration) or POC under FATCA;
- 1.1.2. the submission of a notification to the applicable tax authority regarding the appointment of your Authorising Person and PPOC;
- 1.1.3. the submission (or authorising the submission of) your FATCA registration on the IRS portal to obtain your GIIN;
- 1.1.4. the preparation and submission of any report and/or filing required under FATCA or CRS;
- 1.1.5. co-ordinating with you to help you fulfil your AEOI obligations;
- 1.1.6. AEOI classification services under Clause 3 below; and
- 1.1.7. any ancillary services that may reasonably be required to give effect to the services above,
- together, the **AEOI Services**.
- 1.2. Definitions used and rules of interpretation set out in our General Terms available at www.mourant.com are treated as incorporated into these product terms. In addition:

AEOI P&P means the written policies and procedures required to ensure that you comply with applicable laws and rules on AEOI;

Authorising Person means an individual authorised to give any change notice to the applicable tax authority in respect of your PPOC;

AEOI means automatic exchange of information;

CRS means the standard for automatic exchange of financial information developed by the OECD, as implemented under the Governing Law;

FATCA means the United States Foreign Account Tax Compliance Act, as implemented under the Governing Law;

FATCA RO (Registration) means a FFI's responsible officer under FATCA for the strictly limited purposes of submitting (or authorising the submission of) a FATCA registration on the IRS portal to obtain a GIIN and authorising a POC to receive information relating to that FATCA registration;

FFI means a foreign financial institution under FATCA;

GIIN means your Global Intermediary Identification Number under FATCA;

IRS means the United States Internal Revenue Service;

OECD means the Organisation for Economic Cooperation and Development;

POC means an individual authorised to receive FATCA related information from the IRS regarding you and to take other FATCA related actions on your behalf; and

PPOC means your principal point of contact who performs the role of being the primary liaison with the applicable tax authority under CRS.

- 1.3. The Engagement Terms regarding AEOI Services are made up of:
- 1.3.1. an engagement letter or service agreement between us and you;
 - 1.3.2. these product terms;
 - 1.3.3. any applicable jurisdiction terms;

- 1.3.4. our General Terms and any document referred to in it that is not already mentioned in this Clause 1.3; and
 - 1.3.5. any other document that expressly forms part of the Engagement Terms.
- 1.4. If there is any conflict or ambiguity between those various parts of the Engagement Terms, a term contained in a document higher in the list above has priority over a term contained in a document lower in that list.
- 1.5. We may change these product terms at any time. We will notify you of changes in line with Clause 34 (*Notices*) of our General Terms.

2. AEOI SERVICES

- 2.1. If you have determined that you are an FFI and we have agreed to assist you with your FATCA obligations by providing a Mourant Person to act as your FATCA RO (Registration) or POC, you acknowledge that the FATCA RO (Registration) or POC may need to make an attestation (whether as part of the IRS portal registration process or for any subsequent reporting) that:
- 2.1.1. the information provided is accurate, true, correct and complete; and
 - 2.1.2. you will meet your obligations under applicable laws and rules on AEOI, and accordingly you agree information given to us for that purpose will be accurate, true, correct and complete and you will comply with your obligations under applicable laws and rules on AEOI.
- 2.2. If we have agreed in writing to provide a Mourant Person to act as your Authorising Person, FATCA RO (Registration), POC or PPOC to assist your compliance with applicable laws and rules on AEOI, that Mourant Person:
- 2.2.1. will only act in the capacity in which they were appointed;
 - 2.2.2. is not obligated or required in that capacity to undertake any substantive activities on your behalf under applicable laws and rules on AEOI including:
 - conducting any due diligence;
 - supervising your compliance with applicable laws and rules on AEOI;
 - drafting or implementing any AEOI P&P; or
 - signing any document; and
 - 2.2.3. has no additional responsibility or personal liability or other obligation to you including in relation to your compliance with any applicable laws and rules.
- 2.3. You are responsible at all times for your compliance with applicable laws and rules on AEOI. This includes being responsible for obtaining and providing any consents or approvals from, or notices to, any of your investors or any tax authority.
- 2.4. Unless we provide you with AEOI classification services under Clause 3 below:
- 2.4.1. you are responsible for your classification under FATCA and CRS; and
 - 2.4.2. we will not draft a tax form asserting your classification under FATCA or CRS.
- 2.5. If a re-submission of a report or filing is required due to errors in information you provided to us, we will make the necessary re-submission and charge you for it on a time spent basis using the hourly charge out rate of the Mourant Person(s) involved.

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- 2.6. If you or a person acting on your behalf is responsible for the submission of any AEOI reporting, you will provide us with evidence that the report was made.
- 2.7. We use a dedicated piece of software to facilitate any FATCA or CRS reporting made by us. We may disclose your Confidential Information in connection with the use of that software to ensure that we can carry out the AEOI Services.

3. AEOI CLASSIFICATION SERVICES

- 3.1. This section only applies if we agree to provide you with AEOI classification services. Those services are currently only offered in the British Virgin Islands and the Cayman Islands.
- 3.2. Your classification will be determined based on information that you provide to us. You agree any information you provide will be accurate, true, correct and complete. You acknowledge that we will not independently verify that information.
- 3.3. We will recommend a classification for you on a specific date. You acknowledge that your classification may change at a later date if (for example):
 - 3.3.1. a relevant jurisdiction enacts new or revised applicable laws and rules;
 - 3.3.2. there are changes in your business activity or income sources; or
 - 3.3.3. you become tax resident in another jurisdiction.
- 3.4. We accept no liability arising from a classification that was incorrect because of erroneous or incomplete information provided to us.

4. YOUR REPRESENTATION AND WARRANTY

You represent and warrant that you have adopted AEOI P&P as at the date of our commencement of the AEOI Services.

5. YOUR UNDERTAKINGS

You undertake for the duration of the AEOI Services to:

- 5.1. keep and maintain AEOI P&P; and
- 5.2. (if we provide you with AEOI classification services) notify us of any change in your circumstances that may affect your classification. This includes any change in your business activity or income sources.

Date: 16 November 2022