

FATCA COMPLIANCE AND INDEMNITY AGREEMENT

This Foreign Account Tax Compliance Act (FATCA) Compliance and Indemnity Agreement (the "Agreement") is entered into and made effective as of this _____ day of _____, 20____, by and between:

The Financial Institution: _____, an entity organized under the laws of _____, having its principal place of business at _____ (hereinafter referred to as the "Institution"), and

The Account Holder / Customer: _____, residing at or having its registered office at _____ (hereinafter referred to as the "Account Holder").

The Institution and the Account Holder may collectively be referred to as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, the Institution is subject to the provisions of the Foreign Account Tax Compliance Act ("FATCA"), enacted as part of the Hiring Incentives to Restore Employment Act, and any Intergovernmental Agreements (IGA) entered into between the United States and other jurisdictions, as well as relevant local regulations implementation compliance thereto; and

WHEREAS, the Account Holder maintains or is applying to open certain accounts with the Institution, and in connection therewith, is required to provide accurate and complete documentation, forms, and information regarding the Account Holder's tax status for FATCA purposes; and

WHEREAS, the Institution requires, and the Account Holder agrees to provide, an indemnity for any losses, liabilities, taxes, penalties, interest, or costs incurred by the Institution as a result of any failure by the Account Holder to comply with its FATCA-related obligations or due to any inaccuracies in the information provided.

NOW, THEREFORE in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. REPRESENTATIONS AND WARRANTIES

The Account Holder hereby represents, warrants, and covenants to the Institution that:

- a. All tax forms (including but not limited to IRS Forms W-9, W-8BEN, W-8BEN-E, or equivalent local self-certification forms), documentation, and information provided by or on behalf of the Account Holder to the Institution are accurate, complete, and true in all material respects.
- b. The Account Holder will notify the Institution in writing within _____ days of any change in circumstances that causes any representation, tax form, or documentation previously provided to become inaccurate, obsolete, or incorrect, and will immediately provide updated documentation.

2. WITHHOLDING AND REPORTING CONSENT

The Account Holder hereby explicitly authorizes and consents to:

- a. The Institution reporting any information regarding the Account Holder, the accounts, and any payments made thereto, to any relevant tax authority, including the United States Internal Revenue Service (IRS), to the extent required to satisfy the Institution's compliance obligations under FATCA.
- b. The Institution withholding tax from any payments made to or from the accounts if, and to the extent that, withholding is required under FATCA, local laws, or regulatory directives.

3. INDEMNIFICATION

- a. The Account Holder hereby agrees to fully indemnify, defend, and hold harmless the Institution, its affiliates, directors, officers, employees, and agents (each an "Indemnified Party") from and against any and all claims, demands, liabilities, damages, losses,

costs, charges, and expenses (including, without limitation, any withholding taxes, backup withholding taxes, penalties, interest, administrative fines, and reasonable legal and professional fees) arising out of or in connection with:

- i. Any breach of the representations, warranties, or covenants contained in this Agreement;
 - ii. Any delay, failure, or refusal by the Account Holder to provide accurate, complete, and timely FATCA documentation or information requested by the Institution;
 - iii. The Institution acting, or failing to act, in reliance upon any information, representation, or certification provided by the Account Holder; or
 - iv. Any withholding tax applied under FATCA due to the Account Holder's status as a recalcitrant account holder or non-participating foreign financial institution.
- b. This indemnity shall survive the termination of this Agreement, the closure of any account held by the Account Holder with the Institution, and the termination of any business relationship between the Parties.

4. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, and construed in accordance with, the laws of _____, without regard to conflict of law principles. Any dispute arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of _____.

5. MISCELLANEOUS

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the Parties hereto have executed this FATCA Compliance and Indemnity Agreement as of the date first written above.

For the Institution:

For the Account Holder:

Authorized Signature

Signature of Account Holder / Authorized Signatory

Print Name: _____

Print Name: _____

Title: _____

Title (if applicable): _____

Date: _____

Date: _____