

FATCA Form for Entities (Companies)

Account Title as per Trade License			
Account No	CIF No		

KEY INSTRUCTIONS:

1. In case answers to questions a) b) and d) are "Yes" and answer to e) is "Active", then this entity is not U.S. Reportable under FATCA then no W8BEN-E form is required.
2. If answers to questions a), b) and c) are "No", answer to e) is "Passive" and answer to d) and f) is "Yes" then this entity is U.S. Reportable and would require to submit W8BEN-E form.
3. If the answer to question 'c' is "Yes", then the entity is U.S. Reportable under FATCA and would require to submit W8BEN-E form

FATCA Form Section "A"

Please respond to the following questions:

a	Is this entity a publicly listed Company or an affiliate of a publicly listed Company?	Yes	No	b	Is this entity Government owned?	Yes	No	
						Is this entity a tax exempt Retirement Fund or Trust?	Yes	No
						Is this entity a tax exempt Not For Profit entity (Charity)?	Yes	No
c	Is the Country of Incorporation and/or Parent Company Country of Incorporation the U.S.?	Yes	No	d	Is the Country of Incorporation and/or Parent Company Country of Incorporation any Country other than the U.S.?	Yes	No	
e	Is this entity an Active Non-Financial Foreign Entity or a Passive* Non-Financial Foreign Entity (NFFE):	Active	Passive	f	Are you aware if any of the shareholders, beneficial owners, directors or partners (with >=10% ownership) of the Company are U.S. citizens (i.e.: hold a U.S. passport, hold a U.S. Green Card, or a U.S. Social Security Number)	Yes	No	
g	Does this entity have a POA holder or authorised signatory with a U.S. mailing address?	Yes	No	h	Is this entity's income effectively connected with the conduct of a trade or business in the U.S.?	Yes	No	

If you have answered "Yes" to any of the above questions, please complete the requested additional details in Section B

*Passive" entities generate >50% of their income from passive sources such as interest, dividend, income equivalent to interest, rents and royalties, annuities, the excess of gains over losses from the sale or exchange of property etc., whereas "Active" entities generate >50% of their income from non-passive sources such as non-investment businesses like trading, manufacturing or provision of services etc.

I/We, authorised signatories of _____, acknowledge and declare under the penalties of perjury that the information provided on Section A and on Section B (where applicable) is correct and true and complete to the best of my/our knowledge and belief. I/We agree to provide under the penalties of perjury supporting evidence and provide updates in case any of the aforementioned information changes. In case Mashreq Al Islami ("the Bank") has any reason to believe that the disclosed information is incorrect, the Bank reserves the right to take suitable action against me/us.

Terms and Conditions: By signing the below, the Client confirms and agrees that (notwithstanding any other provision in the Terms and Conditions):

1. The Client will provide additional information or documents that the Bank needs from the Client and that the Client waives any confidentiality rights applicable under data protection, banking secrecy or similar laws in respect of all information the Bank holds or obtains from the Client which the Bank needs to disclose to comply with its obligations;
2. The Client permits disclosure of such information to the tax authorities referred to above and to the tax authority's agents or sub-contractors engaged for the purpose of centralising the processing of Client information in another country;
3. If the Client does not provide the Bank with information or documents the Bank needs, the Bank may withhold a proportion of the available balance, including profit or interest, paid to the Client as required by any tax authority, close the account and/or terminate the banking facilities of the Client or transfer the account and/or banking facilities to an affiliate of the Bank;
4. If the Client asks the Bank to make a payment to an account based at a financial institution which does not participate or comply with the relevant tax legislation, the Bank may be required, and the Client authorises the Bank, to withhold certain amounts from the payment and the Bank will inform the Client if this is the case;
5. The Bank may transfer the Client's data to another country or countries for processing by and on behalf of the Bank and use agents and sub-contractors to process the Client's data to comply with the Bank's obligations;
6. The Bank will not be liable to the Client for any loss the Client may suffer as a result of complying with legislation or agreements with tax authorities in accordance with this provision unless that loss is caused by the Bank's gross negligence, willful default or fraud as may be finally judicially determined;
7. The Client will indemnify the Bank against any and all loss or damages incurred as a result of the Client's breach or non-compliance with these Terms and Conditions or any misrepresentation by the Client of information provided to the Bank; and
8. The Client's consent on the above mentioned arrangements will override any contradictory terms or consent provided by the Client under any other agreement with the Bank, whether before or after the date of signing these Terms and Conditions, notwithstanding any clause governing the variation of an earlier agreement with the Bank.

Signature of the Client: _____ **Date:** _____

** Client(s) that need to sign are the persons empowered by the entity to open bank accounts.

FATCA Form Section "B"

If you have answered "Yes" to any of the questions in Section 'A' then please provide additional details as under:

a	If publicly listed, please advise the name of the Exchange on which the Company is listed				
b	Provide some documentary evidence to prove claimed FATCA Exempt status				
c	Additional details not required				
d	If country of Incorporation and/or Parent Country of Incorporation is not the U.S. please provide details	Country of Incorporation	Parent Co country of incorporation		
e	Additional details not required	Contact No (local)	Contact No (international)		
f	If there are any Significant Beneficial Owners that are U.S. persons, please specify the name of the shareholder, director or partner (beneficial owner) along with % of ownership in the entity and TIN in the table below:				
	SN	Name of Substantial Beneficial Owner (SBO)	Address of SBO	% of entity owned	TIN of SBO
g	Please provide details of POA/ Authorized Signatory's U.S. address:	Address Line 1		Address Line 2	
		P.O. Box No.	City	Country	
h	Please provide details of significant U.S. trading partner	Nature of trade/business		Name(s) of U.S. entity(s) with whom you trade/do business	

For Bank use only

Client data updated on the system	Yes	No	Client classified as U.S. Person	Yes	No	If new CIF created (please specify the No below)
SSO/CSO/RM Name			Signature & Date			
Reviewed by Name			Signature & Date			