

**AGREEMENT**

**between the**

**AMERICAN INSTITUTE IN TAIWAN**

**and the**

**TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE OFFICE IN THE  
UNITED STATES**

**for**

**Cooperation to Facilitate the Implementation of FATCA**

Whereas, the American Institute in Taiwan (“AIT”) and the Taipei Economic and Cultural Representative Office in the United States (“TECRO”) (each, a “Party,” and together, the “Parties”) desire to conclude an agreement to improve their cooperation in combating international tax evasion;

Whereas, the authorities represented by AIT enacted provisions commonly known as the Foreign Account Tax Compliance Act (“FATCA”), which introduce a reporting regime for financial institutions with respect to certain accounts;

Whereas, the authorities represented by TECRO are supportive of the underlying policy goal of FATCA to improve tax compliance;

Whereas, FATCA has raised a number of issues, including that financial institutions in the territory of the authorities represented by TECRO may not be able to comply with certain aspects of FATCA due to the lack of legal requirements applicable in that territory;

Whereas, the Parties desire to conclude an agreement to provide for cooperation to facilitate the implementation of FATCA based on direct reporting by financial institutions in the territory of the authorities represented by TECRO to the tax administration of the authorities represented by AIT, supplemented by the exchange of information upon request, subject to the confidentiality and other protections provided for herein, including the provisions limiting the use of the information exchanged;

Now, therefore, the Parties have agreed as follows:

**Article 1  
Definitions**

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

(a) The term “**Designated Representative**” means

1) in the case of AIT, the U.S. Department of the Treasury.

- 2) in the case of TECRO, the Financial Supervisory Commission (“FSC”).
- (b) The term “**IRS**” means the Internal Revenue Service, the tax authority within the authorities represented by AIT.
- (c) The term “**Partner Jurisdiction**” means a jurisdiction that has in effect an agreement with the authorities represented by AIT to facilitate the implementation of FATCA. The IRS publishes a list identifying all Partner Jurisdictions.
- (d) The term “**Competent Authority**” means:
- 1) in the case of AIT, the Secretary of the Treasury or his delegate; and
  - 2) in the case of TECRO, the FSC or its authorized representative.
- (e) The term “**Financial Institution**” means a Custodial Institution, a Depository Institution, an Investment Entity, or a Specified Insurance Company.
- (f) The term “**Foreign Reportable Amount**” means, in accordance with relevant regulations issued by AIT’s Designated Representative (“Treasury Regulations”), a payment of fixed or determinable annual or periodical income that would be a withholdable payment if it were from sources within the territory of the authorities represented by AIT.
- (g) 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 percent 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.
- (h) The term “**Depository Institution**” means any Entity that accepts deposits in the ordinary course of a banking or similar business.
- (i) 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:
- 1) 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;
  - 2) individual and collective portfolio management; or

- 3) otherwise investing, administering, or managing funds or money on behalf of other persons.

This subparagraph 1(i) 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.

- (j) 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.
- (k) The term “**TECRO Financial Institution**” means (i) any Financial Institution organized under the laws applicable in the territory of the authorities represented by TECRO, but excluding any branch of such Financial Institution that is located outside the territory of the authorities represented by TECRO, and (ii) any branch of a Financial Institution not organized under the laws applicable in the territory of the authorities represented by TECRO, if such branch is located in the territory of the authorities represented by TECRO.
- (l) The term “**Partner Jurisdiction Financial Institution**” means (i) any Financial Institution established in a Partner Jurisdiction, but excluding any branch of such Financial Institution that is located outside the Partner Jurisdiction, and (ii) any branch of a Financial Institution not established in the Partner Jurisdiction, if such branch is located in the Partner Jurisdiction.
- (m) The term “**Reporting TECRO Financial Institution**” means any TECRO Financial Institution that is not a Non-Reporting TECRO Financial Institution.
- (n) The term “**Non-Reporting TECRO Financial Institution**” means any TECRO Financial Institution, or other Entity resident in the territory of the authorities represented by TECRO, that is described in Annex II as a Non-Reporting TECRO Financial Institution or that otherwise qualifies as a deemed-compliant FFI or an exempt beneficial owner under relevant Treasury Regulations.
- (o) The term “**Nonparticipating Financial Institution**” means a nonparticipating FFI, as that term is defined in relevant Treasury Regulations, but does not include a TECRO Financial Institution or other Partner Jurisdiction Financial Institution other than a Financial Institution treated as a Nonparticipating Financial Institution pursuant to paragraph 2 of Article 4 of this Agreement or the corresponding provision in an agreement between the authorities represented by AIT and a Partner Jurisdiction.
- (p) The term “**New Account**” means a Financial Account opened by a Reporting TECRO Financial Institution on or after July 1, 2014.
- (q) The term “**AIT Account**” means a Financial Account maintained by a Reporting TECRO Financial Institution and held by one or more Specified AIT Persons or by a Non-AIT Entity with one or more Controlling Persons that is a

Specified AIT Person. Notwithstanding the foregoing, an account shall not be treated as an AIT Account if such account is not identified as an AIT Account after application of the due diligence procedures in Annex I.

- (r) The term “**Non-Consenting AIT Account**” means a Financial Account maintained by a Reporting TECRO Financial Institution as of June 30, 2014 with respect to which (i) a Reporting TECRO Financial Institution has determined that it is an AIT Account in accordance with the due diligence procedures in Annex I, (ii) the laws applicable in the territory of the authorities represented by TECRO prohibit the reporting required under an FFI Agreement absent consent of the Account Holder, (iii) the Reporting TECRO Financial Institution has sought, but was unable to obtain, the required consent to report or the Account Holder’s TIN; and (iv) the Reporting TECRO Financial Institution has reported, or was required to report, aggregate account information to the IRS as prescribed under sections 1471 to 1474 of the Internal Revenue Code of the authorities represented by AIT (“Internal Revenue Code”) and relevant Treasury Regulations.
- (s) The term “**Financial Account**” has the meaning set forth in relevant Treasury Regulations, but does not include any account that is excluded from the definition of Financial Account in Annex II.
- (t) The term “**FFI Agreement**” means an agreement that sets forth the requirements, consistent with this Agreement, for the Reporting TECRO Financial Institution to be treated as complying with the requirements of section 1471(b) of the Internal Revenue Code.
- (u) The term “**Account Holder**” means the person listed or identified as the holder of a Financial Account by the Financial Institution that maintains the account. A person, other than a Financial Institution, holding a Financial Account for the benefit or account of another person as agent, custodian, nominee, signatory, investment advisor, or intermediary, is not treated as holding the account for purposes of this Agreement, and such other person is treated as holding the account. For purposes of the immediately preceding sentence, the term “Financial Institution” does not include a Financial Institution organized or incorporated in American Samoa, the Commonwealth of the Northern Mariana Islands, Guam, the Commonwealth of Puerto Rico, or the U.S. Virgin Islands. In the case of a Cash Value Insurance Contract or an Annuity Contract, the Account Holder is any person entitled to access the Cash Value or change the beneficiary of the contract. If no person can access the Cash Value or change the beneficiary, the Account Holder is any person named as the owner in the contract and any person with a vested entitlement to payment under the terms of the contract. Upon the maturity of a Cash Value Insurance Contract or an Annuity Contract, each person entitled to receive a payment under the contract is treated as an Account Holder.
- (v) The terms “**Cash Value Insurance Contract**” and “**Annuity Contract**” have the meanings set forth in relevant Treasury Regulations.
- (w) The term “**AIT Person**” means a citizen or resident individual of the territory

of the authorities represented by AIT, a partnership or corporation organized in the territory of the authorities represented by AIT or under the laws applicable in the territory of the authorities represented by AIT or any State thereof, a trust if (i) a court within the territory of the authorities represented by AIT 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 AIT 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 territory of the authorities represented by AIT. This subparagraph 1(w) shall be interpreted in accordance with the Internal Revenue Code.

- (x) The term “**Specified AIT Person**” means an AIT Person, other than: (i) a corporation the stock of which is regularly traded on one or more established securities markets; (ii) any corporation that is a member of the same expanded affiliated group, as defined in section 1471(e)(2) of the Internal Revenue Code, as a corporation described in clause (i); (iii) the authorities represented by AIT or any wholly owned agency or instrumentality of the authorities represented by AIT; (iv) any State of the authorities represented by AIT, American Samoa, the Commonwealth of the Northern Mariana Islands, Guam, the Commonwealth of Puerto Rico, or the U.S. Virgin Islands, any political subdivision of any of the foregoing, or any wholly owned agency or instrumentality of any one or more of the foregoing; (v) any organization exempt from taxation under section 501(a) of the Internal Revenue Code or an individual retirement plan as defined in section 7701(a)(37) of the Internal Revenue Code; (vi) any bank as defined in section 581 of the Internal Revenue Code; (vii) any real estate investment trust as defined in section 856 of the Internal Revenue Code; (viii) any regulated investment company as defined in section 851 of the Internal Revenue Code or any entity registered with the U.S. Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. 80a-64); (ix) any common trust fund as defined in section 584(a) of the Internal Revenue Code; (x) any trust that is exempt from tax under section 664(c) of the Internal Revenue Code or that is described in section 4947(a)(1) of the Internal Revenue Code; (xi) a dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws applicable in the territory of the authorities represented by AIT or any State in the territory of the authorities represented by AIT; (xii) a broker as defined in section 6045(c) of the Internal Revenue Code; or (xiii) any tax-exempt trust under a plan that is described in section 403(b) or section 457(g) of the Internal Revenue Code.
- (y) The term “**Entity**” means a legal person or a legal arrangement such as a trust.
- (z) The term “**Non-AIT Entity**” means an Entity that is not an AIT Person.
- (aa) 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, TECRO, through its Designated Representative, 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 Internal Revenue Code.

- (bb) The term “**TIN**” means a federal taxpayer identifying number issued by the authorities represented by AIT.
- (cc) 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.

2. Any term not otherwise defined in this Agreement shall, unless the context otherwise requires or the Parties agree to a common meaning (as permitted by applicable law), have the meaning that it has at that time under the law applicable in the territory of the authorities represented by the Party applying, through its Designated Representative, this Agreement, any meaning under the applicable tax laws in that territory prevailing over a meaning given to the term under other laws applicable in that territory.

## **Article 2**

### **Reporting and Exchange of Information**

1. **Directive to TECRO Financial Institutions.** TECRO, through its Designated Representative, shall direct and enable all Reporting TECRO Financial Institutions to:
  - a) register on the IRS FATCA registration website with the IRS and comply with the requirements of an FFI Agreement, including with respect to due diligence, reporting, and withholding;
  - b) with respect to Financial Accounts maintained by Reporting TECRO Financial Institutions as of June 30, 2014 identified as AIT Accounts,
    - (i) request from each Account Holder the Account Holder’s TIN and consent to report;
    - (ii) report annually to the IRS, in the time and manner required by an FFI Agreement and relevant Treasury Regulations, the aggregate information required with respect to Non-Consenting AIT Accounts;
  - c) with respect to accounts of, or obligations to, Nonparticipating Financial Institutions that exist as of June 30, 2014, and in connection with which the Reporting TECRO Financial Institution expects to pay a Foreign Reportable Amount,
    - (i) with respect to calendar years 2015 and 2016, request from each such Nonparticipating Financial Institution the Nonparticipating Financial Institution’s consent to report;

- (ii) with respect to calendar years 2015 and 2016, report to the IRS the number of non-consenting Nonparticipating Financial Institutions to which Foreign Reportable Amounts were paid during the year and the aggregate value of all such payments no later than March 15 of the year following the year to which the information relates;
- d) with respect to New Accounts identified as AIT Accounts, obtain from each Account Holder consent to report, consistent with the requirements of an FFI Agreement, as a condition of account opening; and
- e) with respect to new accounts opened by, or obligations entered into with, a Nonparticipating Financial Institution on or after July 1, 2014, and in connection with which the Reporting TECRO Financial Institution expects to pay a Foreign Reportable Amount, obtain from each such Nonparticipating Financial Institution consent to report, consistent with the requirements of an FFI Agreement, as a condition of opening the account, or entering into the obligation.

2. **Exchange of Information.** The Parties agree on the following terms with respect to exchange of information between their respective Competent Authorities for the purposes of implementing this agreement. It is understood that any and all such exchanges of information are to be conducted directly between the Parties' Competent Authorities, and that the Parties are not to be directly involved in the transfer or possession of any such information.

- a) In the context of FATCA implementation, AIT, through its Competent Authority, may make group requests to TECRO, through its Competent Authority, based on the aggregate information reported to the IRS pursuant to the directive described in subparagraphs 1(b)(ii) and 1(c)(ii) of this Article, for all the information about Non-Consenting AIT Accounts and Foreign Reportable Amounts paid to Nonparticipating Financial Institutions that the Reporting TECRO Financial Institution would have had to report under an FFI Agreement had it obtained consent.
- b) AIT, through its Competent Authority, may also make follow-up requests to TECRO, through its Competent Authority, for additional information with respect to a Non-Consenting AIT Account, including the account statements prepared in the ordinary course of the Reporting TECRO Financial Institution's business that summarize the activity (including withdrawals, transfer, and closures) of the account.
- c) TECRO, through its Competent Authority, shall provide to AIT, through its Competent Authority, the information requested by AIT, through its Competent Authority, pursuant to subparagraphs 2(a) and 2(b) of this Article without regard to whether the TECRO Competent Authority needs such information for its own tax purposes or whether the information relates to the investigation of conduct that would constitute a crime under the laws applicable in the territory of the authorities represented by TECRO if such conduct occurred in that territory. If the information in the possession of the TECRO Competent Authority is not sufficient to enable it to comply with the request for information, TECRO, through its

Competent Authority, shall use all relevant information gathering measures to provide AIT, through its Competent Authority, with the information requested. Privileges under the laws and practices applicable in the territory of the authorities represented by AIT shall not apply in the execution of a request by TECRO, through its Competent Authority, and the availability and application of any such privileges shall be solely the responsibility of the authorities represented by AIT.

- d) With respect to a group request from AIT, through its Competent Authority, described in subparagraph 2(a) of this Article, TECRO, through its Competent Authority, shall, within six months of the receipt of the group request, provide AIT, through its Competent Authority, with all such requested information in the same format in which the information would have been reported if it had been reported directly to the IRS by the Reporting TECRO Financial Institution. TECRO, through its Competent Authority, shall notify AIT, through its Competent Authority, and the relevant Reporting TECRO Financial Institution if there will be any delay in the exchange of the requested information. In such case, the provisions of subparagraph 2(b) of Article 3 of this Agreement shall apply with respect to the Reporting TECRO Financial Institution, and TECRO, through its Competent Authority, must exchange the requested information with AIT, through its Competent Authority, as soon as possible.
- e) Notwithstanding subparagraph 2(a) of this Article, TECRO, through its Competent Authority, is not required to obtain and exchange the TIN of the Account Holder of a Non-Consenting AIT Account if such TIN is not in the records of the Reporting TECRO Financial Institution. In such a case, TECRO, through its Competent Authority, shall obtain and include in the exchanged information the date of birth of the relevant person, if the Reporting TECRO Financial Institution has such date of birth in its records.
- f) Requests pursuant to subparagraphs 2(a) and 2(b) of this Article shall apply to information for the time period beginning on or after the date of signature of this Agreement.

### **Article 3**

#### **Application of FATCA to TECRO Financial Institutions**

1. **Treatment of Reporting TECRO Financial Institutions.** Subject to the provisions of paragraph 2 of Article 4 of this Agreement, each Reporting TECRO Financial Institution that registers with the IRS on the IRS FATCA registration website and complies with the terms of an FFI Agreement shall be treated as complying with the requirements of, and as not subject to withholding under, section 1471 of the Internal Revenue Code.

2. **Suspension of Rules Relating to Non-Consenting AIT Accounts.**

- a) Subject to subparagraph 2(b) of this Article, AIT, through its Designated Representative, shall not require a Reporting TECRO Financial Institution to withhold tax under section 1471 or 1472 of the Internal Revenue Code with respect to an account held by a recalcitrant account holder (as defined in section 1471(d)(6) of the Internal Revenue Code), or to close such account, if:

- (i) the Reporting TECRO Financial Institution complies with the directives in paragraph 1 of Article 2 of this Agreement with respect to the account; and
  - (ii) TECRO, through its Competent Authority, exchanges with AIT, through its Competent Authority, the requested information described in subparagraph 2(a) of Article 2 of this Agreement within six months from the date of the receipt of such request.
- b) If the condition of subparagraph 2(a)(ii) of this Article is not fulfilled, the Reporting TECRO Financial Institution shall be required to treat the account as held by a recalcitrant account holder as defined in relevant Treasury Regulations, including by withholding tax where required by those Treasury Regulations, beginning on the date that is six months after the date of the receipt of the request described in subparagraph 2(a) of Article 2 of this Agreement and ending on the date on which TECRO, through its Competent Authority, exchanges the requested information with AIT, through its Competent Authority.

3. **Specific Treatment of TECRO Retirement Plans.** AIT, through its Designated Representative, shall treat as deemed-compliant FFIs or exempt beneficial owners, as appropriate, for purposes of sections 1471 and 1472 of the Internal Revenue Code, TECRO retirement plans described in Annex II. For this purpose, a TECRO retirement plan includes an Entity established or located in, and regulated by, the authorities represented by TECRO, or a predetermined contractual or legal arrangement, operated to provide pension or retirement benefits or earn income for providing such benefits under the laws applicable in the territory of the authorities represented by TECRO and regulated with respect to contributions, distributions, reporting, sponsorship, and taxation.

4. **Identification and Treatment of Other Deemed Compliant FFIs and Exempt Beneficial Owners.** AIT, through its Designated Representative, shall treat each Non-Reporting TECRO Financial Institution as a deemed-compliant FFI or as an exempt beneficial owner, as appropriate, for purposes of section 1471 of the Internal Revenue Code.

5. **Special Rules Regarding Related Entities and Branches That Are Nonparticipating Financial Institutions.** If a TECRO Financial Institution, that otherwise meets the requirements described in Article 2 of this Agreement or is described in paragraph 3 or 4 of this Article, has a Related Entity or branch that operates in a jurisdiction that prevents such Related Entity or branch from fulfilling the requirements of a participating FFI or deemed-compliant FFI for purposes of section 1471 of the Internal Revenue Code or has a Related Entity or branch that is treated as a Nonparticipating Financial Institution solely due to the expiration of the transitional rule for limited FFIs and limited branches under relevant Treasury Regulations, such TECRO Financial Institution shall continue to be treated as a participating FFI, deemed-compliant FFI, or exempt beneficial owner, as appropriate, for purposes of section 1471 of the Internal Revenue Code, provided that:

- a) the TECRO Financial Institution treats each such Related Entity or branch as a separate Nonparticipating Financial Institution and each such Related Entity or branch identifies itself to withholding agents as a Nonparticipating Financial Institution;

- b) each such Related Entity or branch identifies its AIT accounts and reports to the IRS the information with respect to those accounts as required under section 1471 of the Internal Revenue Code to the extent permitted under the relevant laws pertaining to the Related Entity or branch; and
- c) such Related Entity or branch does not specifically solicit AIT accounts held by persons that are not resident in the jurisdiction where such Related Entity or branch is located or accounts held by Nonparticipating Financial Institutions that are not established in the jurisdiction where such Related Entity or branch is located, and such Related Entity or branch is not used by the TECRO Financial Institution or any other Related Entity to circumvent the obligations under this Agreement or under section 1471 of the Internal Revenue Code, as appropriate.

6. **Coordination of Definitions with Treasury Regulations.** Notwithstanding Article 1 of this Agreement and the definitions provided in the Annexes to this Agreement, in implementing this Agreement, TECRO, through its Designated Representative, may use, and may permit TECRO Financial Institutions to use, a definition in relevant Treasury Regulations in lieu of a corresponding definition in this Agreement, provided that such application would not frustrate the purposes of this Agreement.

#### **Article 4 Verification and Enforcement**

1. **Minor and Administrative Errors.** Consistent with the terms of an FFI Agreement, AIT, through its Competent Authority, may make an inquiry directly to a Reporting TECRO Financial Institution where it has reason to believe that administrative errors or other minor errors may have led to incorrect or incomplete information reporting inconsistent with the requirements of an FFI Agreement. The competent authority arrangement may provide that AIT, through its Competent Authority, would notify TECRO, through its Competent Authority, when the AIT Competent Authority makes such an inquiry of a Reporting TECRO Financial Institution regarding the Reporting TECRO Financial Institution's compliance with the conditions set forth in this Agreement.

2. **Significant Non-Compliance.** AIT, through its Competent Authority, shall notify TECRO, through its Competent Authority, when the AIT Competent Authority has determined that there is significant non-compliance with the requirements of an FFI Agreement or this Agreement with respect to a Reporting TECRO Financial Institution. If the non-compliance is not resolved within a period of 12 months after notification of significant non-compliance is first provided by AIT, through its Competent Authority, AIT, through its Competent Authority, shall treat the Reporting TECRO Financial Institution as a Nonparticipating Financial Institution pursuant to this paragraph 2.

3. **Competent Authority Arrangement.** TECRO and AIT shall enter into an arrangement under the mutual agreement procedure provided for in Article 7 of this Agreement which shall

- a) establish the procedures for the exchange of information through their Competent Authorities described in paragraph 2 of Article 2 of this Agreement; and
- b) prescribe rules and procedures as may be necessary to implement this Article.

4. **Reliance on Third Party Service Providers.** In accordance with the provisions of an FFI Agreement and relevant Treasury Regulations, Reporting TECRO Financial Institutions may use third party service providers to fulfill the requirements of an FFI Agreement, but these requirements shall remain the responsibility of the Reporting TECRO Financial Institutions.

**Article 5**  
**Treatment of Passthru Payments and Gross Proceeds**

The Parties, through their Designated Representatives, are committed to work together, along with Partner Jurisdictions, to develop a practical and effective alternative approach to achieve the policy objectives of foreign passthru payment and gross proceeds withholding that minimizes burden.

**Article 6**  
**Consistency in the Application of FATCA to Partner Jurisdictions**

1. TECRO shall be granted the benefit of any more favorable terms under Article 3 or Annex I of this Agreement relating to the application of FATCA to TECRO Financial Institutions afforded to another Partner Jurisdiction under a signed bilateral agreement pursuant to which the other Partner Jurisdiction commits to undertake the same obligations as TECRO described in Article 2 of this Agreement, and subject to the same terms and conditions as described therein and in Articles 4, 6, 9, and 10 of this Agreement.

2. AIT shall notify TECRO of any such more favorable terms, and such more favorable terms shall apply automatically under this Agreement as if such terms were specified in this Agreement and effective as of the signing of the agreement incorporating the more favorable terms, unless TECRO declines in writing the application thereof.

**Article 7**  
**Mutual Agreement Procedure**

1. Where difficulties or doubts arise between the Parties regarding the implementation, application, or interpretation of this Agreement, the Parties and their Designated Representatives shall endeavor to resolve the matter by mutual agreement.

2. The Parties, through their Designated Representatives, may adopt and implement procedures to facilitate the implementation of this Agreement.

3. The Parties, through their Designated Representatives, may communicate with each other directly for purposes of reaching a mutual agreement under this Article.

**Article 8**  
**Confidentiality**

1. TECRO, through its Competent Authority, shall treat any information received from AIT, through its Competent Authority, pursuant to paragraph 2 of Article 2 and Article 4 of this Agreement as confidential and shall only disclose such information as may be necessary to carry out the obligations under this Agreement. Such information may be disclosed in connection with court proceedings related to the performance of the obligations of TECRO, under this Agreement.

2. Information provided to AIT, through its Competent Authority, pursuant to paragraph 2 of Article 2 and Article 4 of this Agreement shall be treated as confidential and may be disclosed only to persons or authorities (including courts and administrative bodies) within the authorities represented by AIT concerned with the assessment, collection, or administration of, the enforcement or prosecution in respect of, or the determination of appeals in relation to, federal taxes imposed by the authorities represented by AIT, or the oversight of such functions. Such persons or authorities shall use such information only for such purposes. Such persons may disclose the information in public court proceedings or in judicial decisions. The information may not be disclosed to any other person, entity, authority, or jurisdiction.

### **Article 9 Consultations and Amendments**

1. In case any difficulties in the implementation or interpretation of this Agreement arise, either Party may, independently of the mutual agreement procedure described in paragraph 1 of Article 7 of this Agreement, request consultations to develop appropriate measures to ensure the fulfillment of this Agreement.

2. This Agreement may be amended by written mutual agreement of the Parties. Unless otherwise agreed upon, such an amendment shall enter into force through the same procedures as set forth in paragraph 1 of Article 11 of this Agreement.

### **Article 10 Annexes**

The Annexes form an integral part of this Agreement.

### **Article 11 Term of Agreement**

1. This Agreement shall enter into force on the date of TECRO's written notification to AIT that the authorities represented by TECRO have completed their necessary internal procedures for entry into force of this Agreement.

2. Either Party may terminate this Agreement by giving notice of termination in writing to the other Party. Such termination shall become effective on the first day of the month following the expiration of a period of 12 months after the date of the notice of termination.

3. If this Agreement is terminated, both Parties shall remain bound by the provisions of Article 8 of this Agreement with respect to any information obtained under this Agreement.

In witness whereof, the undersigned, being duly authorized thereto, have signed this Agreement.

Done at \_\_\_\_\_, in duplicate, in the English and Chinese language, both texts being equally authentic, this \_\_ day of \_\_\_\_\_, 20\_\_.

FOR THE AMERICAN INSTITUTE IN  
TAIWAN:

FOR THE TAIPEI ECONOMIC AND  
CULTURAL REPRESENTATIVE OFFICE  
IN THE UNITED STATES:

\_\_\_\_\_

\_\_\_\_\_

John J. Norris, Jr

Stanley Kao

AIT Managing Director

Representative, TECRO

## ANNEX I

### DUE DILIGENCE OBLIGATIONS FOR IDENTIFYING AND REPORTING ON AIT ACCOUNTS AND ON PAYMENTS TO CERTAIN NONPARTICIPATING FINANCIAL INSTITUTIONS

#### I. General.

A. Reporting TECRO Financial Institutions must identify AIT Accounts and accounts held by Nonparticipating Financial Institutions in accordance with the due diligence procedures contained in this Annex I.

B. For purposes of the Agreement,

1. All dollar amounts are in U.S. dollars and shall be read to include the equivalent in other currencies.

2. Except as otherwise provided herein, the balance or value of an account shall be determined as of the last day of the calendar year, or in the case of a Cash Value Insurance Contract or an Annuity Contract, as of the last day of the calendar year or the most recent contract anniversary date.

3. Subject to subparagraph E(1) of section II of this Annex I, an account shall be treated as an AIT Account beginning as of the date it is identified as such pursuant to the due diligence procedures in this Annex I.

4. Unless otherwise provided, information with respect to an AIT Account must be reported annually in the calendar year following the year to which the information relates.

C. As an alternative to the procedures described in each section of this Annex I, Reporting TECRO Financial Institutions may rely on the procedures described in relevant Treasury Regulations to establish whether an account is an AIT Account or an account held by a Nonparticipating Financial Institution, except that if an account is treated as held by a recalcitrant account holder under procedures described in relevant Treasury Regulations, such account shall be treated as an AIT Account for purposes of this Agreement. Reporting TECRO Financial Institutions may make such election separately for each section of this Annex I either with respect to all relevant Financial Accounts or, separately, with respect to any clearly identified group of such accounts (such as by line of business or the location of where the account is maintained). Except as otherwise provided in an FFI Agreement, once a Reporting TECRO Financial Institution has chosen to rely on the procedures in relevant Treasury Regulations with respect to any group of accounts, such Reporting TECRO Financial Institution must continue to apply such procedures consistently in all subsequent years, unless there has been a material modification to relevant Treasury Regulations.

II. Preexisting Individual Accounts. The following rules and procedures apply for purposes of identifying AIT Accounts among Preexisting Accounts held by individuals (“Preexisting Individual Accounts”).

A. **Accounts Not Required to Be Reviewed, Identified, or Reported.** Unless the Reporting TECRO Financial Institution elects otherwise, either with respect to all Preexisting Individual Accounts or, separately, with respect to any clearly identified group of such accounts, the following Preexisting Individual Accounts are not required to be reviewed, identified, or reported as AIT Accounts:

1. Subject to subparagraph E(2) of this section, a Preexisting Individual Account with a balance or value that does not exceed \$50,000 as of June 30, 2014.
2. Subject to subparagraph E(2) of this section, a Preexisting Individual Account that is a Cash Value Insurance Contract or an Annuity Contract with a balance or value of \$250,000 or less as of June 30, 2014.
3. A Preexisting Individual Account that is a Cash Value Insurance Contract or an Annuity Contract, provided the law or regulations applicable in the territory of the authorities represented by TECRO or the territory of the authorities represented by AIT effectively prevent the sale of such a Cash Value Insurance Contract or an Annuity Contract to residents of the territory of the authorities represented by AIT (*e.g.*, if the relevant Financial Institution does not have the required registration under the law applicable in the territory of the authorities represented by AIT, and the law applicable in the territory of the authorities represented by TECRO requires reporting or withholding with respect to insurance products held by residents of the territory of the authorities represented by TECRO).
4. A Depository Account with a balance of \$50,000 or less.

B. **Review Procedures for Preexisting Individual Accounts With a Balance or Value as of June 30, 2014, that Exceeds \$50,000 (\$250,000 for a Cash Value Insurance Contract or Annuity Contract), But Does Not Exceed \$1,000,000 (“Lower Value Accounts”).**

1. **Electronic Record Search.** The Reporting TECRO Financial Institution must review electronically searchable data maintained by the Reporting TECRO Financial Institution for any of the following AIT indicia:
  - a) Identification of the Account Holder as a citizen or resident of the territory of the authorities represented by AIT;
  - b) Unambiguous indication of a place of birth in the territory of the authorities represented by AIT;
  - c) Current mailing or residence address in the territory of the authorities represented by AIT (including a post office box in the territory of the authorities represented by AIT);
  - d) Current telephone number in the territory of the authorities represented by AIT;

e) Standing instructions to transfer funds to an account maintained in the territory of the authorities represented by AIT;

f) Currently effective power of attorney or signatory authority granted to a person with an address in the territory of the authorities represented by AIT; or

g) An “in-care-of” or “hold mail” address that is the *sole* address the Reporting TECRO Financial Institution has on file for the Account Holder. In the case of a Preexisting Individual Account that is a Lower Value Account, an “in-care-of” address outside the territory of the authorities represented by AIT or “hold mail” address shall not be treated as AIT indicia.

2. If none of the AIT indicia listed in subparagraph B(1) of this section are discovered in the electronic search, then no further action is required until there is a change in circumstances that results in one or more AIT indicia being associated with the account, or the account becomes a High Value Account described in paragraph D of this section.

3. If any of the AIT indicia listed in subparagraph B(1) of this section are discovered in the electronic search, or if there is a change in circumstances that results in one or more AIT indicia being associated with the account, then the Reporting TECRO Financial Institution must treat the account as an AIT Account unless it elects to apply subparagraph B(4) of this section and one of the exceptions in such subparagraph applies with respect to that account.

4. Notwithstanding a finding of AIT indicia under subparagraph B(1) of this section, a Reporting TECRO Financial Institution is not required to treat an account as an AIT Account if:

a) Where the Account Holder information unambiguously indicates a *place of birth* in the territory of the authorities represented by AIT, the Reporting TECRO Financial Institution obtains, or has previously reviewed and maintains a record of:

(1) A self-certification that the Account Holder is neither a citizen nor a resident of the territory of the authorities represented by AIT for tax purposes (which may be on an IRS Form W-8 or other similar agreed form);

(2) A passport or other identification issued by authorities other than the authorities represented by AIT evidencing the Account Holder’s citizenship or nationality in a territory other than the territory of the authorities represented by AIT; *and*

(3) A copy of the Account Holder’s Certificate of Loss of Nationality in the territory of the authorities represented by AIT or a reasonable explanation of:

(a) The reason the Account Holder does not have such a certificate despite relinquishing citizenship in the territory of the authorities represented by AIT; **or**

(b) The reason the Account Holder did not obtain citizenship in the territory of the authorities represented by AIT at birth.

b) Where the Account Holder information contains a ***current mailing or residence address*** in the territory of the authorities represented by AIT, ***or one or more telephone numbers*** in the territory of the authorities represented by AIT ***that are the only telephone numbers associated with the account***, the Reporting TECRO Financial Institution obtains, or has previously reviewed and maintains a record of:

(1) A self-certification that the Account Holder is neither a citizen nor a resident of the territory of the authorities represented by AIT for tax purposes (which may be on an IRS Form W-8 or other similar agreed form); ***and***

(2) Documentary evidence, as defined in paragraph D of section VI of this Annex I, establishing the Account Holder's non-AIT status.

c) Where the Account Holder information contains ***standing instructions to transfer funds to an account maintained in the territory of the authorities represented by AIT***, the Reporting TECRO Financial Institution obtains, or has previously reviewed and maintains a record of:

(1) A self-certification that the Account Holder is neither a citizen nor a resident of the territory of the authorities represented by AIT for tax purposes (which may be on an IRS Form W-8 or other similar agreed form); ***and***

(2) Documentary evidence, as defined in paragraph D of section VI of this Annex I, establishing the Account Holder's non-AIT status.

d) Where the Account Holder information contains ***a currently effective power of attorney or signatory authority granted to a person with an address*** in the territory of the authorities represented by AIT, ***has an "in-care-of" address or "hold mail" address that is the sole address identified for the Account Holder, or has one or more telephone numbers*** inside the territory of the authorities represented by AIT (***if a telephone number*** outside the territory of the authorities represented by AIT ***is also associated with the account***), the Reporting TECRO Financial Institution obtains, or has previously reviewed and maintains a record of:

(1) A self-certification that the Account Holder is neither a citizen nor a resident of the territory of the authorities represented by AIT for tax purposes (which may be on an IRS Form W-8 or other similar agreed form); **or**

(2) Documentary evidence, as defined in paragraph D of section VI of this Annex I, establishing the Account Holder's non-AIT status.

**C. Additional Procedures Applicable to Preexisting Individual Accounts That Are Lower Value Accounts.**

1. Review of Preexisting Individual Accounts that are Lower Value Accounts for AIT indicia must be completed by June 30, 2016.

2. If there is a change of circumstances with respect to a Preexisting Individual Account that is a Lower Value Account that results in one or more AIT indicia described in subparagraph B(1) of this section being associated with the account, then the Reporting TECRO Financial Institution must treat the account as an AIT Account unless subparagraph B(4) of this section applies.

3. Except for Depository Accounts described in subparagraph A(4) of this section, any Preexisting Individual Account that has been identified as an AIT Account under this section shall be treated as an AIT Account in all subsequent years, unless the Account Holder ceases to be a Specified AIT Person.

**D. Enhanced Review Procedures for Preexisting Individual Accounts With a Balance or Value That Exceeds \$1,000,000 as of June 30, 2014, or December 31 of 2015 or Any Subsequent Year ("High Value Accounts").**

1. **Electronic Record Search.** The Reporting TECRO Financial Institution must review electronically searchable data maintained by the Reporting TECRO Financial Institution for any of the AIT indicia described in subparagraph B(1) of this section.

2. **Paper Record Search.** If the Reporting TECRO Financial Institution's electronically searchable databases include fields for, and capture all of the information described in, subparagraph D(3) of this section, then no further paper record search is required. If the electronic databases do not capture all of this information, then with respect to a High Value Account, the Reporting TECRO Financial Institution must also review the current customer master file and, to the extent not contained in the current customer master file, the following documents associated with the account and obtained by the Reporting TECRO Financial Institution within the last five years for any of the AIT indicia described in subparagraph B(1) of this section:

a) The most recent documentary evidence collected with respect to the account;

- b) The most recent account opening contract or documentation;
- c) The most recent documentation obtained by the Reporting TECRO Financial Institution pursuant to AML/KYC Procedures or for other regulatory purposes;
- d) Any power of attorney or signature authority forms currently in effect; and
- e) Any standing instructions to transfer funds currently in effect.

3. **Exception Where Databases Contain Sufficient Information.** A Reporting TECRO Financial Institution is not required to perform the paper record search described in subparagraph D(2) of this section if the Reporting TECRO Financial Institution's electronically searchable information includes the following:

- a) The Account Holder's nationality or residence status;
- b) The Account Holder's residence address and mailing address currently on file with the Reporting TECRO Financial Institution;
- c) The Account Holder's telephone number(s) currently on file, if any, with the Reporting TECRO Financial Institution;
- d) Whether there are standing instructions to transfer funds in the account to another account (including an account at another branch of the Reporting TECRO Financial Institution or another Financial Institution);
- e) Whether there is a current "in-care-of" address or "hold mail" address for the Account Holder; *and*
- f) Whether there is any power of attorney or signatory authority for the account.

4. **Relationship Manager Inquiry for Actual Knowledge.** In addition to the electronic and paper record searches described above, the Reporting TECRO Financial Institution must treat as an AIT Account any High Value Account assigned to a relationship manager (including any Financial Accounts aggregated with such High Value Account) if the relationship manager has actual knowledge that the Account Holder is a Specified AIT Person.

5. **Effect of Finding AIT Indicia.**

- a) If none of the AIT indicia listed in subparagraph B(1) of this section are discovered in the enhanced review of High Value Accounts described above, and the account is not identified as held by a Specified AIT Person in subparagraph D(4) of this section, then no further action

is required until there is a change in circumstances that results in one or more AIT indicia being associated with the account.

b) If any of the AIT indicia listed in subparagraph B(1) of this section are discovered in the enhanced review of High Value Accounts described above, or if there is a subsequent change in circumstances that results in one or more AIT indicia being associated with the account, then the Reporting TECRO Financial Institution must treat the account as an AIT Account unless it elects to apply subparagraph B(4) of this section and one of the exceptions in such subparagraph applies with respect to that account.

c) Except for Depository Accounts described in subparagraph A(4) of this section, any Preexisting Individual Account that has been identified as an AIT Account under this section shall be treated as an AIT Account in all subsequent years, unless the Account Holder ceases to be a Specified AIT Person.

**E. Additional Procedures Applicable to High Value Accounts.**

1. If a Preexisting Individual Account is a High Value Account as of June 30, 2014, the Reporting TECRO Financial Institution must complete the enhanced review procedures described in paragraph D of this section with respect to such account by June 30, 2015. If based on this review such account is identified as an AIT Account on or before December 31, 2014, the Reporting TECRO Financial Institution must report the required information about such account with respect to 2014 in the first report on the account and on an annual basis thereafter. In the case of an account identified as an AIT Account after December 31, 2014 and on or before June 30, 2015, the Reporting TECRO Financial Institution is not required to report information about such account with respect to 2014, but must report information about the account on an annual basis thereafter.

2. If a Preexisting Individual Account is not a High Value Account as of June 30, 2014, but becomes a High Value Account as of the last day of 2015 or any subsequent calendar year, the Reporting TECRO Financial Institution must complete the enhanced review procedures described in paragraph D of this section with respect to such account within six months after the last day of the calendar year in which the account becomes a High Value Account. If based on this review such account is identified as an AIT Account, the Reporting TECRO Financial Institution must report the required information about such account with respect to the year in which it is identified as an AIT Account and subsequent years on an annual basis, unless the Account Holder ceases to be a Specified AIT Person.

3. Once a Reporting TECRO Financial Institution applies the enhanced review procedures described in paragraph D of this section to a High Value Account, the Reporting TECRO Financial Institution is not required to re-apply such procedures, other than the relationship manager inquiry described in subparagraph D(4) of this section, to the same High Value Account in any

subsequent year.

4. If there is a change of circumstances with respect to a High Value Account that results in one or more AIT indicia described in subparagraph B(1) of this section being associated with the account, then the Reporting TECRO Financial Institution must treat the account as an AIT Account unless it elects to apply subparagraph B(4) of this section and one of the exceptions in such subparagraph applies with respect to that account.

5. A Reporting TECRO Financial Institution must implement procedures to ensure that a relationship manager identifies any change in circumstances of an account. For example, if a relationship manager is notified that the Account Holder has a new mailing address in the territory of the authorities represented by AIT, the Reporting TECRO Financial Institution is required to treat the new address as a change in circumstances and, if it elects to apply subparagraph B(4) of this section, is required to obtain the appropriate documentation from the Account Holder.

**F. Preexisting Individual Accounts That Have Been Documented for Certain Other Purposes.** A Reporting TECRO Financial Institution that has previously obtained documentation from an Account Holder to establish the Account Holder's status as neither a citizen nor a resident of the territory of the authorities represented by AIT in order to meet its obligations under a qualified intermediary, withholding foreign partnership, or withholding foreign trust agreement with the IRS, or to fulfill its obligations under chapter 61 of Title 26 of the United States Code, is not required to perform the procedures described in subparagraph B(1) of this section with respect to Lower Value Accounts or subparagraphs D(1) through D(3) of this section with respect to High Value Accounts.

**III. New Individual Accounts.** The following rules and procedures apply for purposes of identifying AIT Accounts among Financial Accounts held by individuals and opened on or after July 1, 2014 ("New Individual Accounts").

**A. Accounts Not Required to Be Reviewed, Identified, or Reported.** Unless the Reporting TECRO Financial Institution elects otherwise, either with respect to all New Individual Accounts or, separately, with respect to any clearly identified group of such accounts, the following New Individual Accounts are not required to be reviewed, identified, or reported as AIT Accounts:

1. A Depository Account unless the account balance exceeds \$50,000 at the end of any calendar year.
2. A Cash Value Insurance Contract unless the cash value exceeds \$50,000 at the end of any calendar year.

**B. Other New Individual Accounts.** With respect to New Individual Accounts not described in paragraph A of this section, upon account opening (or within 90 days after the end of the calendar year in which the account ceases to be described in paragraph A of this section), the Reporting TECRO Financial Institution must obtain a self-certification, which may be part of the account opening documentation, that allows the Reporting TECRO Financial Institution to determine whether the Account

Holder is resident in the territory of the authorities represented by AIT for tax purposes (for this purpose, a citizen of the territory of the authorities represented by AIT is considered to be resident in the territory of the authorities represented by AIT for tax purposes, even if the Account Holder is also a tax resident of another jurisdiction) and confirm the reasonableness of such self-certification based on the information obtained by the Reporting TECRO Financial Institution in connection with the opening of the account, including any documentation collected pursuant to AML/KYC Procedures.

1. If the self-certification establishes that the Account Holder is resident in the territory of the authorities represented by AIT for tax purposes, the Reporting TECRO Financial Institution must treat the account as an AIT Account and obtain a self-certification that includes the Account Holder's TIN (which may be an IRS Form W-9 or other similar agreed form).

2. If there is a change of circumstances with respect to a New Individual Account that causes the Reporting TECRO Financial Institution to know, or have reason to know, that the original self-certification is incorrect or unreliable, the Reporting TECRO Financial Institution cannot rely on the original self-certification and must obtain a valid self-certification that establishes whether the Account Holder is a citizen or resident of the territory of the authorities represented by AIT for tax purposes. If the Reporting TECRO Financial Institution is unable to obtain a valid self-certification, the Reporting TECRO Financial Institution must treat the account as a Non-Consenting AIT Account.

IV. **Preexisting Entity Accounts.** The following rules and procedures apply for purposes of identifying AIT Accounts and accounts held by Nonparticipating Financial Institutions among Preexisting Accounts held by Entities ("Preexisting Entity Accounts").

A. **Entity Accounts Not Required to Be Reviewed, Identified, or Reported.**

Unless the Reporting TECRO Financial Institution elects otherwise, either with respect to all Preexisting Entity Accounts or, separately, with respect to any clearly identified group of such accounts, a Preexisting Entity Account with an account balance or value that does not exceed \$250,000 as of June 30, 2014, is not required to be reviewed, identified, or reported as an AIT Account until the account balance or value exceeds \$1,000,000.

B. **Entity Accounts Subject to Review.** A Preexisting Entity Account that has an account balance or value that exceeds \$250,000 as of June 30, 2014, and a Preexisting Entity Account that does not exceed \$250,000 as of June 30, 2014 but the account balance or value of which exceeds \$1,000,000 as of the last day of 2015 or any subsequent calendar year, must be reviewed in accordance with the procedures set forth in paragraph D of this section.

C. **Entity Accounts With Respect to Which Reporting Is Required.** With respect to Preexisting Entity Accounts described in paragraph B of this section, only accounts that are held by one or more Entities that are Specified AIT Persons, or by Passive NFFEs with one or more Controlling Persons who are citizens or residents of the territory of the authorities represented by AIT, shall be treated as AIT Accounts. In addition, accounts held by Nonparticipating Financial Institutions shall be treated as

accounts for which aggregate payments are required to be reported under an FFI Agreement.

D. **Review Procedures for Identifying Entity Accounts With Respect to Which Reporting Is Required.** For Preexisting Entity Accounts described in paragraph B of this section, the Reporting TECRO Financial Institution must apply the following review procedures to determine whether the account is held by one or more Specified AIT Persons, by Passive NFFEs with one or more Controlling Persons who are citizens or residents of the territory of the authorities represented by AIT, or by Nonparticipating Financial Institutions:

1. **Determine Whether the Entity Is a Specified AIT Person.**

a) Review information maintained for regulatory or customer relationship purposes (including information collected pursuant to AML/KYC Procedures) to determine whether the information indicates that the Account Holder is an AIT Person. For this purpose, information indicating that the Account Holder is an AIT Person includes a place of incorporation or organization in the territory of the authorities represented by AIT, or an address in the territory of the authorities represented by AIT.

b) If the information indicates that the Account Holder is an AIT Person, the Reporting TECRO Financial Institution must treat the account as an AIT Account unless it obtains a self-certification from the Account Holder (which may be on an IRS Form W-8 or W-9, or a similar agreed form), or reasonably determines based on information in its possession or that is publicly available, that the Account Holder is not a Specified AIT Person.

2. **Determine Whether a Non-AIT Entity Is a Financial Institution.**

a) Review information maintained for regulatory or customer relationship purposes (including information collected pursuant to AML/KYC Procedures) to determine whether the information indicates that the Account Holder is a Financial Institution.

b) If the information indicates that the Account Holder is a Financial Institution, or the Reporting TECRO Financial Institution verifies the Account Holder's Global Intermediary Identification Number on the published IRS FFI list, then the account is not an AIT Account.

3. **Determine Whether a Financial Institution Is a Nonparticipating Financial Institution Payments to Which Are Subject to Aggregate Reporting Consistent with the Requirements of an FFI Agreement.**

a) Subject to subparagraph D(3)(b) of this section, a Reporting TECRO Financial Institution may determine that the Account Holder is a TECRO Financial Institution or other Partner Jurisdiction Financial

Institution if the Reporting TECRO Financial Institution reasonably determines that the Account Holder has such status on the basis of the Account Holder's Global Intermediary Identification Number on the published IRS FFI list or other information that is publicly available or in the possession of the Reporting TECRO Financial Institution, as applicable. In such case, no further review, identification, or reporting is required with respect to the account.

b) If the Account Holder is a TECRO Financial Institution or other Partner Jurisdiction Financial Institution treated by the IRS as a Nonparticipating Financial Institution, then the account is not an AIT Account, but payments to the Account Holder must be reported consistent with the requirements of an FFI Agreement.

c) If the Account Holder is not a TECRO Financial Institution or other Partner Jurisdiction Financial Institution, then the Reporting TECRO Financial Institution must treat the Account Holder as a Nonparticipating Financial Institution payments to which are reportable consistent with the requirements of an FFI Agreement, unless the Reporting TECRO Financial Institution:

(1) Obtains a self-certification (which may be on an IRS Form W-8 or similar agreed form) from the Account Holder that it is a certified deemed-compliant FFI, or an exempt beneficial owner, as those terms are defined in relevant Treasury Regulations; *or*

(2) In the case of a participating FFI or registered deemed-compliant FFI, verifies the Account Holder's Global Intermediary Identification Number on the published IRS FFI list.

4. **Determine Whether an Account Held by an NFFE Is an AIT Account.** With respect to an Account Holder of a Preexisting Entity Account that is not identified as either an AIT Person or a Financial Institution, the Reporting TECRO Financial Institution must identify (i) whether the Account Holder has Controlling Persons, (ii) whether the Account Holder is a Passive NFFE, and (iii) whether any of the Controlling Persons of the Account Holder is a citizen or resident of the territory of the authorities represented by AIT. In making these determinations the Reporting TECRO Financial Institution must follow the guidance in subparagraphs D(4)(a) through D(4)(d) of this section in the order most appropriate under the circumstances.

a) For purposes of determining the Controlling Persons of an Account Holder, a Reporting TECRO Financial Institution may rely on information collected and maintained pursuant to AML/KYC Procedures.

b) For purposes of determining whether the Account Holder is a Passive NFFE, the Reporting TECRO Financial Institution must obtain

a self-certification (which may be on an IRS Form W-8 or W-9, or on a similar agreed form) from the Account Holder to establish its status, unless it has information in its possession or that is publicly available, based on which it can reasonably determine that the Account Holder is an Active NFFE.

c) For purposes of determining whether a Controlling Person of a Passive NFFE is a citizen or resident of the territory of the authorities represented by AIT for tax purposes, a Reporting TECRO Financial Institution may rely on:

(1) Information collected and maintained pursuant to AML/KYC Procedures in the case of a Preexisting Entity Account held by one or more NFFEs with an account balance or value that does not exceed \$1,000,000; *or*

(2) A self-certification (which may be on an IRS Form W-8 or W-9, or on a similar agreed form) from the Account Holder or such Controlling Person in the case of a Preexisting Entity Account held by one or more NFFEs with an account balance or value that exceeds \$1,000,000.

d) If any Controlling Person of a Passive NFFE is a citizen or resident of the territory of the authorities represented by AIT, the account shall be treated as an AIT Account.

**E. Timing of Review and Additional Procedures Applicable to Preexisting Entity Accounts.**

1. Review of Preexisting Entity Accounts with an account balance or value that exceeds \$250,000 as of June 30, 2014 must be completed by June 30, 2016.

2. Review of Preexisting Entity Accounts with an account balance or value that does not exceed \$250,000 as of June 30, 2014, but exceeds \$1,000,000 as of December 31 of 2015 or any subsequent year, must be completed within six months after the last day of the calendar year in which the account balance or value exceeds \$1,000,000.

3. If there is a change of circumstances with respect to a Preexisting Entity Account that causes the Reporting TECRO Financial Institution to know, or have reason to know, that the self-certification or other documentation associated with an account is incorrect or unreliable, the Reporting TECRO Financial Institution must redetermine the status of the account in accordance with the procedures set forth in paragraph D of this section.

**V. New Entity Accounts.** The following rules and procedures apply for purposes of identifying AIT Accounts and accounts held by Nonparticipating Financial Institutions among Financial Accounts held by Entities and opened on or after July 1, 2014 (“New Entity Accounts”).

**A. Entity Accounts Not Required to Be Reviewed, Identified or Reported.**

Unless the Reporting TECRO Financial Institution elects otherwise, either with respect to all New Entity Accounts or, separately, with respect to any clearly identified group of such accounts, a credit card account or a revolving credit facility treated as a New Entity Account is not required to be reviewed, identified, or reported, provided that the Reporting TECRO Financial Institution maintaining such account implements policies and procedures to prevent an account balance owed to the Account Holder that exceeds \$50,000.

**B. Other New Entity Accounts.** With respect to New Entity Accounts not described in paragraph A of this section, the Reporting TECRO Financial Institution must determine whether the Account Holder is: (i) a Specified AIT Person; (ii) a TECRO Financial Institution or other Partner Jurisdiction Financial Institution; (iii) a participating FFI, a deemed-compliant FFI, or an exempt beneficial owner, as those terms are defined in relevant Treasury Regulations; or (iv) an Active NFFE or Passive NFFE.

1. Subject to subparagraph B(2) of this section, a Reporting TECRO Financial Institution may determine that the Account Holder is an Active NFFE, a TECRO Financial Institution, or other Partner Jurisdiction Financial Institution if the Reporting TECRO Financial Institution reasonably determines that the Account Holder has such status on the basis of the Account Holder's Global Intermediary Identification Number or other information that is publicly available or in the possession of the Reporting TECRO Financial Institution, as applicable.

2. If the Account Holder is a TECRO Financial Institution or other Partner Jurisdiction Financial Institution treated by the IRS as a Nonparticipating Financial Institution, then the account is not an AIT Account, but payments to the Account Holder must be reported consistent with the requirements of an FFI Agreement.

3. In all other cases, a Reporting TECRO Financial Institution must obtain a self-certification from the Account Holder to establish the Account Holder's status. Based on the self-certification, the following rules apply:

a) If the Account Holder is *a Specified AIT Person*, the Reporting TECRO Financial Institution must treat the account as an AIT Account.

b) If the Account Holder is *a Passive NFFE*, the Reporting TECRO Financial Institution must identify the Controlling Persons as determined under AML/KYC Procedures, and must determine whether any such person is a citizen or resident of the territory of the authorities represented by AIT on the basis of a self-certification from the Account Holder or such person. If any such person is a citizen or resident of the territory of the authorities represented by AIT, the Reporting TECRO Financial Institution must treat the account as an AIT Account.

c) If the Account Holder is: (i) an AIT Person that is not a

Specified AIT Person; (ii) subject to subparagraph B(3)(d) of this section, a TECRO Financial Institution or other Partner Jurisdiction Financial Institution; (iii) a participating FFI, a deemed-compliant FFI, or an exempt beneficial owner, as those terms are defined in relevant Treasury Regulations; (iv) an Active NFFE; or (v) a Passive NFFE none of the Controlling Persons of which is a citizen or resident of the territory of the authorities represented by AIT, then the account is not an AIT Account, and no reporting is required with respect to the account.

d) If the Account Holder is a Nonparticipating Financial Institution (including a TECRO Financial Institution or other Partner Jurisdiction Financial Institution treated by the IRS as a Nonparticipating Financial Institution), then the account is not an AIT Account, but payments to the Account Holder must be reported consistent with the requirements of an FFI Agreement.

VI. **Special Rules and Definitions.** The following additional rules and definitions apply in implementing the due diligence procedures described above:

A. **Reliance on Self-Certifications and Documentary Evidence.** A Reporting TECRO Financial Institution may not rely on a self-certification or documentary evidence if the Reporting TECRO Financial Institution knows or has reason to know that the self-certification or documentary evidence is incorrect or unreliable.

B. **Definitions.** The following definitions apply for purposes of this Annex I.

1. **AML/KYC Procedures.** “AML/KYC Procedures” means the customer due diligence procedures of a Reporting TECRO Financial Institution pursuant to the anti-money laundering or similar requirements of the authorities represented by TECRO to which such Reporting TECRO Financial Institution is subject.

2. **NFFE.** An “NFFE” means any Non-AIT Entity that is not an FFI as defined in relevant Treasury Regulations or is an Entity described in subparagraph B(4)(j) of this section, and also includes any Non-AIT Entity that is established in the territory of the authorities represented by TECRO or another Partner Jurisdiction and that is not a Financial Institution.

3. **Passive NFFE.** A “Passive NFFE” means any NFFE that is not (i) an Active NFFE, or (ii) a withholding foreign partnership or withholding foreign trust pursuant to relevant Treasury Regulations.

4. **Active NFFE.** An “Active NFFE” means any NFFE that meets any of the following criteria:

a) Less than 50 percent of the NFFE’s gross income for the preceding calendar year or other appropriate reporting period is passive income and less than 50 percent of the assets held by the NFFE during the preceding calendar year or other appropriate reporting period are assets that produce or are held for the production of passive income;

b) The stock of the NFFE is regularly traded on an established securities market or the NFFE is a Related Entity of an Entity the stock of which is regularly traded on an established securities market. For purposes of this Agreement, interests are “regularly traded” if there is a meaningful volume of trading with respect to the interests on an ongoing basis, and an “established securities market” means an exchange that is officially recognized and supervised by a governmental or public authority in which the market is located and that has a meaningful annual value of shares traded on the exchange;

c) The NFFE is organized in American Samoa, the Commonwealth of the Northern Mariana Islands, Guam, the Commonwealth of Puerto Rico, or the U.S. Virgin Islands (a “Territory”) and all of the owners of the payee are bona fide residents of that Territory;

d) The NFFE is a government or public entity (other than the authorities represented by AIT), a political subdivision of such government or public entity (which, for the avoidance of doubt, includes a state, province, county, or municipality), or a public body performing a function of such government or public entity or a political subdivision thereof, a government of a Territory, an international organization, a central bank of issue other than the Federal Reserve Bank, or an Entity wholly owned by one or more of the foregoing;

e) Substantially all of the activities of the NFFE consist of holding (in whole or in part) the outstanding stock of, or providing financing and services to, one or more subsidiaries that engage in trades or businesses other than the business of a Financial Institution, except that an entity shall not qualify for NFFE status if the entity functions (or holds itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes;

f) The NFFE is not yet operating a business and has no prior operating history, but is investing capital into assets with the intent to operate a business other than that of a Financial Institution, provided that the NFFE shall not qualify for this exception after the date that is 24 months after the date of the initial organization of the NFFE;

g) The NFFE was not a Financial Institution in the past five years, and is in the process of liquidating its assets or is reorganizing with the intent to continue or recommence operations in a business other than that of a Financial Institution;

h) The NFFE primarily engages in financing and hedging transactions with, or for, Related Entities that are not Financial Institutions, and does not provide financing or hedging services to any Entity that is not a Related Entity, provided that the group of any such Related Entities is primarily engaged in a business other than that of a Financial Institution;

i) The NFFE is an “excepted NFFE” as described in relevant Treasury Regulations; *or*

j) The NFFE meets all of the following requirements:

i. It is established and operated in its jurisdiction of residence exclusively for religious, charitable, scientific, artistic, cultural, athletic, or educational purposes; or it is established and operated in its jurisdiction of residence and it is a professional organization, business league, chamber of commerce, labor organization, agricultural or horticultural organization, civic league or an organization operated exclusively for the promotion of social welfare;

ii. It is exempt from income tax in its jurisdiction of residence;

iii. It has no shareholders or members who have a proprietary or beneficial interest in its income or assets;

iv. The applicable laws of the NFFE’s jurisdiction of residence or the NFFE’s formation documents do not permit any income or assets of the NFFE to be distributed to, or applied for the benefit of, a private person or non-charitable Entity other than pursuant to the conduct of the NFFE’s charitable activities, or as payment of reasonable compensation for services rendered, or as payment representing the fair market value of property which the NFFE has purchased; *and*

v. The applicable laws of the NFFE’s jurisdiction of residence or the NFFE’s formation documents require that, upon the NFFE’s liquidation or dissolution, all of its assets be distributed to a governmental or public entity or other non-profit organization, or escheat to the governing authorities of the NFFE’s jurisdiction of residence or any political subdivision thereof.

5. **Preexisting Account.** A “Preexisting Account” means a Financial Account maintained by a Reporting TECRO Financial Institution as of June 30, 2014.

C. **Account Balance Aggregation and Currency Translation Rules.**

1. **Aggregation of Individual Accounts.** For purposes of determining the aggregate balance or value of Financial Accounts held by an individual, a Reporting TECRO Financial Institution is required to aggregate all Financial Accounts maintained by the Reporting TECRO Financial Institution, or by a Related Entity, but only to the extent that the Reporting TECRO Financial Institution’s computerized systems link the Financial Accounts by reference to

a data element such as client number or taxpayer identification number, and allow account balances or values to be aggregated. Each holder of a jointly held Financial Account shall be attributed the entire balance or value of the jointly held Financial Account for purposes of applying the aggregation requirements described in this paragraph 1.

2. **Aggregation of Entity Accounts.** For purposes of determining the aggregate balance or value of Financial Accounts held by an Entity, a Reporting TECRO Financial Institution is required to take into account all Financial Accounts that are maintained by the Reporting TECRO Financial Institution, or by a Related Entity, but only to the extent that the Reporting TECRO Financial Institution's computerized systems link the Financial Accounts by reference to a data element such as client number or taxpayer identification number, and allow account balances or values to be aggregated.

3. **Special Aggregation Rule Applicable to Relationship Managers.** For purposes of determining the aggregate balance or value of Financial Accounts held by a person to determine whether a Financial Account is a High Value Account, a Reporting TECRO Financial Institution is also required, in the case of any Financial Accounts that a relationship manager knows, or has reason to know, are directly or indirectly owned, controlled, or established (other than in a fiduciary capacity) by the same person, to aggregate all such accounts.

4. **Currency Translation Rule.** For purposes of determining the balance or value of Financial Accounts denominated in a currency other than the U.S. dollar, a Reporting TECRO Financial Institution must convert the U.S. dollar threshold amounts described in this Annex I into such currency using a published spot rate determined as of the last day of the calendar year preceding the year in which the Reporting TECRO Financial Institution is determining the balance or value.

D. **Documentary Evidence.** For purposes of this Annex I, acceptable documentary evidence includes any of the following:

1. A certificate of residence issued by an authorized government or public body (for example, a government or agency thereof, or a municipality) of the jurisdiction in which the payee claims to be a resident.

2. With respect to an individual, any valid identification issued by an authorized government or public body (for example, a government or agency thereof, or a municipality), that includes the individual's name and is typically used for identification purposes.

3. With respect to an Entity, any official documentation issued by an authorized government or public body (for example, a government or agency thereof, or a municipality) that includes the name of the Entity and either the address of its principal office in the jurisdiction (or Territory) in which it claims to be a resident or the jurisdiction (or Territory) in which the Entity was incorporated or organized.

4. With respect to a Financial Account maintained in a jurisdiction with anti-money laundering rules that have been approved by the IRS in connection with a QI agreement (as described in relevant Treasury Regulations), any of the documents, other than a Form W-8 or W-9, referenced in the jurisdiction's attachment to the QI agreement for identifying individuals or Entities.

5. Any financial statement, third-party credit report, bankruptcy filing, or U.S. Securities and Exchange Commission report.

**E. Alternative Procedures for Financial Accounts Held by Individual Beneficiaries of a Cash Value Insurance Contract.** A Reporting TECRO Financial Institution may presume that an individual beneficiary (other than the owner) of a Cash Value Insurance Contract receiving a death benefit is not a Specified AIT Person and may treat such Financial Account as other than an AIT Account unless the Reporting TECRO Financial Institution has actual knowledge, or reason to know, that the beneficiary is a Specified AIT Person. A Reporting TECRO Financial Institution has reason to know that a beneficiary of a Cash Value Insurance Contract is a Specified AIT Person if the information collected by the Reporting TECRO Financial Institution and associated with the beneficiary contains AIT indicia as described in subparagraph (B)(1) of section II of this Annex I. If a Reporting TECRO Financial Institution has actual knowledge, or reason to know, that the beneficiary is a Specified AIT Person, the Reporting TECRO Financial Institution must follow the procedures in subparagraph B(3) of section II of this Annex I.

**F. Reliance on Third Parties.** Regardless of whether an election is made under paragraph C of section I of this Annex I, Reporting TECRO Financial Institutions may rely on due diligence procedures performed by third parties, to the extent provided in an FFI Agreement and relevant Treasury Regulations.

**G. Alternative Procedures for New Accounts Opened Prior to Entry Into Force of this Agreement.**

1. **Applicability.** If TECRO has provided a written notice to AIT prior to entry into force of this Agreement that, as of July 1, 2014, TECRO, through its Designated Representative, lacked the legal authority to direct Reporting TECRO Financial Institutions either: (i) to require Account Holders of New Individual Accounts to provide the self-certification specified in section III of this Annex I or the consent to report described in subparagraph 1(d) of Article 2 of the Agreement, or (ii) to perform all the due diligence procedures related to New Entity Accounts specified in section V of this Annex I or require Account Holders of such accounts to provide the consent to report described in subparagraph 1(d) of Article 2 of the Agreement, then Reporting TECRO Financial Institutions may apply the alternative procedures described in subparagraph G(2) of this section, as applicable, to such New Accounts, in lieu of the procedures otherwise required under this Annex I. The alternative procedures described in subparagraph G(2) of this section shall be available only for those New Individual Accounts or New Entity Accounts, as applicable, opened prior to the earlier of: (i) the date TECRO, through its Designated Representative, has the ability to direct Reporting TECRO Financial Institutions to comply with the due diligence procedures described in

section III of this Annex I and obtain the consent to report described in subparagraph 1(d) of Article 2 of the Agreement with respect to New Individual Accounts, or to comply with the due diligence procedures described in section V of this Annex I and obtain the consent to report described in subparagraph 1(d) of Article 2 of the Agreement with respect to New Entity Accounts, which date TECRO shall inform AIT of in writing by the date of entry into force of this Agreement, or (ii) the date of entry into force of this Agreement. If the alternative procedures for New Entity Accounts opened on or after July 1, 2014, and before January 1, 2015, described in paragraph H of this section are applied with respect to all New Entity Accounts or a clearly identified group of such accounts, the alternative procedures described in this paragraph G may not be applied with respect to such New Entity Accounts. For all other New Accounts, Reporting TECRO Financial Institutions must apply the due diligence procedures described in section III or section V of this Annex I, as applicable, to determine if the account is an AIT Account or an account held by a Nonparticipating Financial Institution and must obtain the consent to report described in subparagraph 1(d) of Article 2 of the Agreement.

2. **Alternative Procedures.**

a) Within one year after the date of entry into force of this Agreement, Reporting TECRO Financial Institutions must: (i) with respect to a New Individual Account described in subparagraph G(1) of this section, request the self-certification specified in section III of this Annex I and the consent to report described in subparagraph 1(d) of Article 2 of the Agreement and confirm the reasonableness of such self-certification consistent with the procedures described in section III of this Annex I, and (ii) with respect to a New Entity Account described in subparagraph G(1) of this section, perform the due diligence procedures specified in section V of this Annex I and request information as necessary to document the account, including any self-certification, required by section V of this Annex I and request the consent to report described in subparagraph 1(d) of Article 2 of the Agreement.

b) Reporting TECRO Financial Institutions must report on any New Account that is identified pursuant to subparagraph G(2)(a) of this section as an AIT Account or as an account held by a Nonparticipating Financial Institution, as applicable, by the date that is the later of: (i) September 30 next following the date that the account is identified as an AIT Account or as an account held by a Nonparticipating Financial Institution, as applicable, or (ii) 90 days after the account is identified as an AIT Account or as an account held by a Nonparticipating Financial Institution, as applicable. The information required to be reported with respect to such a New Account is any information that would have been reportable under this Agreement if the New Account had been identified as an AIT Account or as an account held by a Nonparticipating Financial Institution, as applicable, as of the date the account was opened.

c) By the date that is one year after the date of entry into force of this Agreement, Reporting TECRO Financial Institutions must close any New Account described in subparagraph G(1) of this section for which they were unable to collect the required self-certification or other documentation or consent to report pursuant to the procedures described in subparagraph G(2)(a) of this section. In addition, by the date that is one year after the date of entry into force of this Agreement, Reporting TECRO Financial Institutions must: (i) with respect to such closed accounts that prior to such closure were New Individual Accounts (without regard to whether such accounts were High Value Accounts), perform the due diligence procedures specified in paragraph D of section II of this Annex I, or (ii) with respect to such closed accounts that prior to such closure were New Entity Accounts, perform the due diligence procedures specified in section IV of this Annex I.

d) Reporting TECRO Financial Institutions must report on any closed account that is identified pursuant to subparagraph G(2)(c) of this section as an AIT Account or as an account held by a Nonparticipating Financial Institution, as applicable, and for which consent to report was obtained, by the date that is the later of: (i) September 30 next following the date that the account is identified as an AIT Account or as an account held by a Nonparticipating Financial Institution, as applicable, or (ii) 90 days after the account is identified as an AIT Account or as an account held by a Nonparticipating Financial Institution, as applicable. The information required to be reported for such a closed account is any information that would have been reportable under this Agreement if the account had been identified as an AIT Account or as an account held by a Nonparticipating Financial Institution, as applicable, as of the date the account was opened. Accounts described in this subparagraph G(2)(d) for which consent to report was not obtained must be treated as Non-Consenting AIT Accounts and aggregate information on such accounts must be reported as described in subparagraph 1(b)(ii) of Article 2 of the Agreement.

**H. Alternative Procedures for New Entity Accounts Opened on or after July 1, 2014, and before January 1, 2015.** For New Entity Accounts opened on or after July 1, 2014, and before January 1, 2015, either with respect to all New Entity Accounts or, separately, with respect to any clearly identified group of such accounts, Reporting TECRO Financial Institutions may treat such accounts as Preexisting Entity Accounts and apply the due diligence procedures related to Preexisting Entity Accounts specified in section IV of this Annex I in lieu of the due diligence procedures specified in section V of this Annex I. In this case, the due diligence procedures of section IV of this Annex I must be applied without regard to the account balance or value threshold specified in paragraph A of section IV of this Annex I.

## ANNEX II

The following Entities shall be treated as exempt beneficial owners or deemed-compliant FFIs, as the case may be, and the following accounts are excluded from the definition of Financial Accounts.

This Annex II may be modified by a mutual written decision entered into between the Parties: (1) to include additional Entities and accounts that present a low risk of being used by AIT Persons to evade tax imposed by the authorities represented by AIT and that have similar characteristics to the Entities and accounts described in this Annex II as of the date of signature of the Agreement; or (2) to remove Entities and accounts that, due to changes in circumstances, no longer present a low risk of being used by AIT Persons to evade tax imposed by the authorities represented by AIT. Any such addition or removal shall be effective on the date of signature of the mutual decision, unless otherwise provided therein. Procedures for reaching such a mutual decision may be included in the mutual agreement or arrangement described in paragraph 3 of Article 4 of the Agreement.

- I. **Exempt Beneficial Owners other than Funds.** The following Entities shall be treated as Non-Reporting TECRO Financial Institutions and as exempt beneficial owners for purposes of sections 1471 and 1472 of the Internal Revenue Code, *other than* with respect to a payment that is derived from an obligation held in connection with a commercial financial activity of a type engaged in by a Specified Insurance Company, Custodial Institution, or Depository Institution.
  - A. **Public Entity.** The authorities represented by TECRO, any political subdivision of the authorities represented by TECRO (which, for the avoidance of doubt, includes a province, county, or municipality), or any wholly owned agency or instrumentality of the authorities represented by TECRO or any one or more of the foregoing (each, a “Public Entity”). This category is comprised of the integral parts, controlled entities, and political subdivisions of the authorities represented by TECRO.
    1. An integral part of the authorities represented by TECRO means any person, organization, agency, bureau, fund, instrumentality, or other body, however designated, that constitutes a governing authority of the authorities represented by TECRO. The net earnings of the governing authority must be credited to its own account or to other accounts of the authorities represented by TECRO, with no portion inuring to the benefit of any private person. An integral part does not include any individual who is an employee acting in a private or personal capacity.
    2. A controlled entity means an Entity that is separate in form from the authorities represented by TECRO or that otherwise constitutes a separate juridical entity, provided that:
      - a) The Entity is wholly owned and controlled by one or more of the Public Entities directly or through one or more controlled entities;

- b) The Entity's net earnings are credited to its own account or to the accounts of one or more Public Entities, with no portion of its income inuring to the benefit of any private person; and
  - c) The Entity's assets vest in one or more Public Entities upon dissolution.
3. Income does not inure to the benefit of private persons if such persons are the intended beneficiaries of a public program, and the program activities are performed for the general public with respect to the common welfare or relate to the administration of some phase of public work. Notwithstanding the foregoing, however, income is considered to inure to the benefit of private persons if the income is derived from the use of a public entity to conduct a commercial business, such as a commercial banking business, that provides financial services to private persons.

B. **International Organization.** Any international organization or wholly owned agency or instrumentality thereof. This category includes any international organization (including a supranational organization) (1) that is comprised primarily of non-U.S. governments; (2) that has in effect a headquarters agreement with the authorities represented by TECRO; and (3) the income of which does not inure to the benefit of private persons.

C. **Central Bank.** An institution that is by law or regulation the principal authority, other than the authorities represented by TECRO itself, issuing instruments intended to circulate as currency. Such an institution may include an instrumentality that is separate from the authorities represented by TECRO, whether or not owned in whole or in part by the authorities represented by TECRO.

II. **Funds that Qualify as Exempt Beneficial Owners.** The following Entities shall be treated as Non-Reporting TECRO Financial Institutions and as exempt beneficial owners for purposes of sections 1471 and 1472 of the Internal Revenue Code.

A. **Broad Participation Retirement Fund.** A fund established in the territory of the authorities represented by TECRO to provide retirement, disability, or death benefits, or any combination thereof, to beneficiaries that are current or former employees (or persons designated by such employees) of one or more employers in consideration for services rendered, provided that the fund:

- 1. Does not have a single beneficiary with a right to more than five percent of the fund's assets;
- 2. Is subject to regulation and provides annual information reporting about its beneficiaries to the relevant authorities in the territory of the authorities represented by TECRO; and
- 3. Satisfies at least one of the following requirements:

- a) The fund is generally exempt from tax in the territory of the authorities represented by TECRO on investment income under the laws applicable in the territory of the authorities represented by TECRO due to its status as a retirement or pension plan;
  - b) The fund receives at least 50 percent of its total contributions (other than transfers of assets from other plans described in paragraphs A through C of this section or from retirement and pension accounts described in subparagraph A(1) of section V of this Annex II) from the sponsoring employers;
  - c) Distributions or withdrawals from the fund are allowed only upon the occurrence of specified events related to retirement, disability, or death (except rollover distributions to other retirement funds described in paragraphs A through C of this section or retirement and pension accounts described in subparagraph A(1) of section V of this Annex II), or penalties apply to distributions or withdrawals made before such specified events; or
  - d) Contributions (other than certain permitted make-up contributions) by employees to the fund are limited by reference to earned income of the employee or may not exceed \$50,000 annually, applying the rules set forth in Annex I for account aggregation and currency translation.
- B. **Narrow Participation Retirement Fund.** A fund established in the territory of the authorities represented by TECRO to provide retirement, disability, or death benefits to beneficiaries that are current or former employees (or persons designated by such employees) of one or more employers in consideration for services rendered, provided that:
- 1. The fund has fewer than 50 participants;
  - 2. The fund is sponsored by one or more employers that are not Investment Entities or Passive NFFEs;
  - 3. The employee and employer contributions to the fund (other than transfers of assets from retirement and pension accounts described in subparagraph A(1) of section V of this Annex II) are limited by reference to earned income and compensation of the employee, respectively;
  - 4. Participants that are not residents of the territory of the authorities represented by TECRO are not entitled to more than 20 percent of the fund's assets; and
  - 5. The fund is subject to regulation and provides annual information reporting about its beneficiaries to the relevant authorities in the territory of the authorities represented by TECRO.

- C. **Pension Fund of an Exempt Beneficial Owner.** A fund established in the territory of the authorities represented by TECRO by an exempt beneficial owner to provide retirement, disability, or death benefits to beneficiaries or participants that are current or former employees of the exempt beneficial owner (or persons designated by such employees), or that are not current or former employees, if the benefits provided to such beneficiaries or participants are in consideration of personal services performed for the exempt beneficial owner.
- D. **Investment Entity Wholly Owned by Exempt Beneficial Owners.** An Entity that is a TECRO Financial Institution solely because it is an Investment Entity, provided that each direct holder of an Equity Interest in the Entity is an exempt beneficial owner, and each direct holder of a debt interest in such Entity is either a Depository Institution (with respect to a loan made to such Entity) or an exempt beneficial owner.

III. **Small or Limited Scope Financial Institutions that Qualify as Deemed-Compliant FFIs.**

The following Financial Institutions are Non-Reporting TECRO Financial Institutions that shall be treated as registered deemed-compliant FFIs or certified deemed-compliant FFIs, as the case may be, for purposes of section 1471 of the Internal Revenue Code.

- A. **Registered Financial Institution with a Local Client Base.** A Financial Institution satisfying the following requirements is a Non-Reporting TECRO Financial Institution treated as a registered deemed-compliant FFI for purposes of section 1471 of the Internal Revenue Code:
1. The Financial Institution must be licensed and regulated as a financial institution under the laws applicable in the territory of the authorities represented by TECRO;
  2. The Financial Institution must have no fixed place of business outside the territory of the authorities represented by TECRO. For this purpose, a fixed place of business does not include a location that is not advertised to the public and from which the Financial Institution performs solely administrative support functions;
  3. The Financial Institution must not solicit customers or Account Holders outside the territory of the authorities represented by TECRO. For this purpose, a Financial Institution shall not be considered to have solicited customers or Account Holders outside the territory of the authorities represented by TECRO merely because the Financial Institution (a) operates a website, provided that the website does not specifically indicate that the Financial Institution provides Financial Accounts or services to nonresidents, and does not otherwise target or solicit customers or Account Holders in the territory of the authorities represented by AIT, or (b) advertises in print media or on a radio or television station that is distributed or aired primarily within the territory of the authorities represented by TECRO but is also incidentally distributed or aired in other countries, provided that the advertisement does not specifically indicate that the Financial Institution provides Financial Accounts or services to nonresidents, and does not otherwise target or solicit customers or Account Holders in the territory of the authorities represented by AIT;

4. The Financial Institution must be required under the laws of the authorities represented by TECRO to identify resident Account Holders for purposes of either information reporting or withholding of tax with respect to Financial Accounts held by residents or for purposes of satisfying the AML due diligence requirements of the authorities represented by TECRO;
5. At least 98 percent of the Financial Accounts by value maintained by the Financial Institution as of the last day of the preceding calendar year must be held by residents (including residents that are Entities) of the territory of the authorities represented by TECRO ;
6. By the later of July 1, 2014, or the date it registers pursuant to paragraph C of section VI of this Annex II, the Financial Institution must have policies and procedures, consistent with those set forth in Annex I, to prevent the Financial Institution from providing a Financial Account to any Nonparticipating Financial Institution and to monitor whether the Financial Institution opens or maintains a Financial Account for any Specified AIT Person who is not a resident of the territory of the authorities represented by TECRO (including a AIT Person that was a resident of the territory of the authorities represented by TECRO when the Financial Account was opened but subsequently ceases to be a resident of the territory of the authorities represented by TECRO) or any Passive NFFE with Controlling Persons who are residents or citizens of the territory of the authorities represented by AIT who are not residents of the territory of the authorities represented by TECRO;
7. Such policies and procedures must provide that if any Financial Account held by a Specified AIT Person who is not a resident of the territory of the authorities represented by TECRO or by a Passive NFFE with Controlling Persons who are residents or citizens of the territory of the authorities represented by AIT who are not residents of the territory of the authorities represented by TECRO is identified, the Financial Institution must report such Financial Account as would be required if the Financial Institution were a Reporting TECRO Financial Institution or close such Financial Account;
8. With respect to a Preexisting Account held by an individual who is not a resident of the territory of the authorities represented by TECRO or by an Entity, the Financial Institution must review those Preexisting Accounts in accordance with the procedures set forth in Annex I applicable to Preexisting Accounts to identify any AIT Account or Financial Account held by a Nonparticipating Financial Institution, and must report such Financial Account as would be required if the Financial Institution were a Reporting TECRO Financial Institution or close such Financial Account;
9. Each Related Entity of the Financial Institution that is a Financial Institution must be incorporated or organized in the territory of the authorities represented by TECRO and, with the exception of any Related Entity that is a retirement fund described in paragraphs A through D of section II of this Annex II, satisfy the requirements set forth in this paragraph A;

10. The Financial Institution must not have policies or practices that discriminate against opening or maintaining Financial Accounts for individuals who are Specified AIT Persons and residents of the territory of the authorities represented by TECRO; and

11. The Financial Institution must satisfy the requirements set forth in paragraph C of section VI of this Annex II.

B. **Local Bank.** A Financial Institution satisfying the following requirements is a Non-Reporting TECRO Financial Institution treated as a certified deemed-compliant FFI for purposes of section 1471 of the Internal Revenue Code:

1. The Financial Institution operates solely as (and is licensed and regulated under the laws of the authorities represented by TECRO as) (a) a bank or (b) a credit union or similar cooperative credit organization that is operated without profit;

2. The Financial Institution's business consists primarily of receiving deposits from and making loans to, with respect to a bank, unrelated retail customers and, with respect to a credit union or similar cooperative credit organization, members, provided that no member has a greater than five percent interest in such credit union or cooperative credit organization;

3. The Financial Institution satisfies the requirements set forth in subparagraphs A(2) and A(3) of this section, provided that, in addition to the limitations on the website described in subparagraph A(3) of this section, the website does not permit the opening of a Financial Account;

4. The Financial Institution does not have more than \$175 million in assets on its balance sheet, and the Financial Institution and any Related Entities, taken together, do not have more than \$500 million in total assets on their consolidated or combined balance sheets; and

5. Any Related Entity must be incorporated or organized in the territory of the authorities represented by TECRO, and any Related Entity that is a Financial Institution, with the exception of any Related Entity that is a retirement fund described in paragraphs A through D of section II of this Annex II or a Financial Institution with only low-value accounts described in paragraph C of this section, must satisfy the requirements set forth in this paragraph B.

C. **Financial Institution with Only Low-Value Accounts.** A TECRO Financial Institution satisfying the following requirements is a Non-Reporting TECRO Financial Institution treated as a certified deemed-compliant FFI for purposes of section 1471 of the Internal Revenue Code:

1. The Financial Institution is not an Investment Entity;

2. No Financial Account maintained by the Financial Institution or any Related Entity has a balance or value in excess of \$50,000, applying the rules set forth in Annex I for account aggregation and currency translation; and
3. The Financial Institution does not have more than \$50 million in assets on its balance sheet, and the Financial Institution and any Related Entities, taken together, do not have more than \$50 million in total assets on their consolidated or combined balance sheets.

D. **Registered Qualified Credit Card Issuer.** A TECRO Financial Institution satisfying the following requirements is a Non-Reporting TECRO Financial Institution treated as a registered deemed-compliant FFI for purposes of section 1471 of the Internal Revenue Code:

1. The Financial Institution is a Financial Institution solely because it is an issuer of credit cards that accepts deposits only when a customer makes a payment in excess of a balance due with respect to the card and the overpayment is not immediately returned to the customer;
2. By the later of July 1, 2014, or the date it registers pursuant to paragraph C of section VI of this Annex II, the Financial Institution implements policies and procedures to either prevent a customer deposit in excess of \$50,000, or to ensure that any customer deposit in excess of \$50,000, in each case applying the rules set forth in Annex I for account aggregation and currency translation, is refunded to the customer within 60 days. For this purpose, a customer deposit does not refer to credit balances to the extent of disputed charges but does include credit balances resulting from merchandise returns; and
3. The Financial Institution must satisfy the requirements set forth in paragraph C of section VI of this Annex II.

IV. **Investment Entities that Qualify as Deemed-Compliant FFIs and Other Special Rules.**

The Financial Institutions described in paragraphs A through E of this section are Non-Reporting TECRO Financial Institutions that shall be treated as registered deemed-compliant FFIs or certified deemed-compliant FFIs, as the case may be, for purposes of section 1471 of the Internal Revenue Code. In addition, paragraph F of this section provides special rules applicable to an Investment Entity.

A. **Trustee-Documented Trust.** A trust established under the laws applicable in the territory of the authorities represented by TECRO to the extent that the trustee of the trust is a Reporting AIT Financial Institution, Reporting Model 1 FFI, or Participating FFI and reports all information required to be reported pursuant to the Agreement with respect to all AIT Accounts of the trust. Such a trust is a Non-Reporting TECRO Financial Institution treated as a certified deemed-compliant FFI for purposes of section 1471 of the Internal Revenue Code.

**B. Registered Sponsored Investment Entity and Controlled Foreign Corporation.** A Financial Institution described in subparagraph B(1) or B(2) of this section having a sponsoring entity that complies with the requirements of subparagraph B(3) of this section is a Non-Reporting TECRO Financial Institution treated as a registered deemed-compliant FFI for purposes of section 1471 of the Internal Revenue Code.

1. A Financial Institution is a sponsored investment entity if (a) it is an Investment Entity established in the territory of the authorities represented by TECRO that is not a qualified intermediary, withholding foreign partnership, or withholding foreign trust pursuant to relevant Treasury Regulations; and (b) an Entity has agreed with the Financial Institution to act as a sponsoring entity for the Financial Institution.
2. A Financial Institution is a sponsored controlled foreign corporation if (a) the Financial Institution is a controlled foreign corporation<sup>1</sup> organized under the laws of the authorities represented by TECRO that is not a qualified intermediary, withholding foreign partnership, or withholding foreign trust pursuant to relevant Treasury Regulations; (b) the Financial Institution is wholly owned, directly or indirectly, by a Reporting AIT Financial Institution that agrees to act, or requires an affiliate of the Financial Institution to act, as a sponsoring entity for the Financial Institution; and (c) the Financial Institution shares a common electronic account system with the sponsoring entity that enables the sponsoring entity to identify all Account Holders and payees of the Financial Institution and to access all account and customer information maintained by the Financial Institution including, but not limited to, customer identification information, customer documentation, account balance, and all payments made to the Account Holder or payee.
3. The sponsoring entity complies with the following requirements:
  - a) The sponsoring entity is authorized to act on behalf of the Financial Institution (such as a fund manager, trustee, corporate director, or managing partner) to fulfill the requirements of an FFI Agreement;
  - b) The sponsoring entity has registered as a sponsoring entity with the IRS on the IRS FATCA registration website;
  - c) The sponsoring entity has registered the Financial Institution with the IRS pursuant to the registration requirements set forth in paragraph C of section VI of this Annex II, except that the sponsoring entity need not have registered the Financial Institution prior to December 31, 2016;

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<sup>1</sup> A “controlled foreign corporation” means any foreign corporation if more than 50 percent of the total combined voting power of all classes of stock of such corporation entitled to vote, or the total value of the stock of such corporation, is owned, or is considered as owned, by “AIT shareholders” on any day during the taxable year of such foreign corporation. The term a “AIT shareholder” means, with respect to any foreign corporation, a AIT person who owns, or is considered as owning, 10 percent or more of the total combined voting power of all classes of stock entitled to vote of such foreign corporation.

- d) The sponsoring entity agrees to perform, on behalf of the Financial Institution, all due diligence, withholding, reporting, and other requirements (including the requirements set forth in paragraph C of section VI of this Annex II) that the Financial Institution would have been required to perform if it were a Reporting TECRO Financial Institution;
  - e) The sponsoring entity identifies the Financial Institution and includes the Financial Institution's Global Intermediary Identification Number (or GIIN) in all reporting completed on the Financial Institution's behalf; and
  - f) The sponsoring entity has not had its status as a sponsor revoked. The IRS may revoke a sponsoring entity's status as a sponsor with respect to all sponsored Financial Institutions if there is a material failure by the sponsoring entity to comply with its obligations described above with respect to any sponsored Financial Institution.
- C. **Sponsored, Closely Held Investment Vehicle.** A TECRO Financial Institution satisfying the following requirements is a Non-Reporting TECRO Financial Institution treated as a certified deemed-compliant FFI for purposes of section 1471 of the Internal Revenue Code:
- 1. The Financial Institution is a Financial Institution solely because it is an Investment Entity and is not a qualified intermediary, withholding foreign partnership, or withholding foreign trust pursuant to relevant Treasury Regulations;
  - 2. The sponsoring entity is a Reporting AIT Financial Institution, Reporting Model 1 FFI, or Participating FFI, is authorized to act on behalf of the Financial Institution (such as a professional manager, trustee, or managing partner), and agrees to perform, on behalf of the Financial Institution, all due diligence, withholding, reporting, and other requirements that the Financial Institution would have been required to perform if it were a Reporting TECRO Financial Institution;
  - 3. The Financial Institution does not hold itself out as an investment vehicle for unrelated parties;
  - 4. Twenty or fewer individuals own all of the debt interests and Equity Interests in the Financial Institution (disregarding debt interests owned by Participating FFIs and deemed-compliant FFIs and Equity Interests owned by an Entity if that Entity owns 100 percent of the Equity Interests in the Financial Institution and is itself a sponsored Financial Institution described in this paragraph C); and
  - 5. The sponsoring entity complies with the following requirements:
    - a) The sponsoring entity has registered as a sponsoring entity with the IRS on the FATCA registration website;

- b) The sponsoring entity agrees to perform, on behalf of the Financial Institution, all due diligence, withholding, reporting, and other requirements that the Financial Institution would have been required to perform if it were a Reporting TECRO Financial Institution and retains documentation collected with respect to the Financial Institution for a period of six years;
  - c) The sponsoring entity identifies the Financial Institution in all reporting completed on the Financial Institution's behalf; and
  - d) The sponsoring entity has not had its status as a sponsor revoked. The IRS may revoke a sponsoring entity's status as a sponsor with respect to all sponsored Financial Institutions if there is a material failure by the sponsoring entity to comply with its obligations described above with respect to any sponsored Financial Institution.
- D. **Investment Advisors and Investment Managers.** An Investment Entity established in the territory of the authorities represented by TECRO that is a Financial Institution solely because it (1) renders investment advice to, and acts on behalf of, or (2) manages portfolios for, and acts on behalf of, a customer for the purposes of investing, managing, or administering funds deposited in the name of the customer with a Financial Institution other than a Nonparticipating Financial Institution. Such an Investment Entity is a Non-Reporting TECRO Financial Institution treated as a certified deemed-compliant FFI for purposes of section 1471 of the Internal Revenue Code.
- E. **Collective Investment Vehicle.** An Investment Entity established in the territory of the authorities represented by TECRO that is regulated as a collective investment vehicle, provided that all of the interests in the collective investment vehicle (including debt interests in excess of \$50,000) are held by or through one or more exempt beneficial owners, Active NFFEs described in subparagraph B(4) of section VI of Annex I, AIT Persons that are not Specified AIT Persons, or Financial Institutions that are not Nonparticipating Financial Institutions, and the Investment Entity satisfies the requirements set forth in paragraph C of section VI of this Annex II. Such an Investment Entity is a Non-Reporting TECRO Financial Institution treated as a registered deemed-compliant FFI for purposes of section 1471 of the Internal Revenue Code.
- F. **Special Rules.** The following rules apply to an Investment Entity:
- 1. With respect to interests in an Investment Entity that is a collective investment vehicle described in paragraph E of this section, the reporting obligations of any Investment Entity (other than a Financial Institution through which interests in the collective investment vehicle are held) shall be deemed fulfilled.
  - 2. With respect to interests in:
    - a) An Investment Entity established in a Partner Jurisdiction that is regulated as a collective investment vehicle, all of the interests in which (including debt interests

in excess of \$50,000) are held by or through one or more exempt beneficial owners, Active NFFEs described in subparagraph B(4) of section VI of Annex I, AIT Persons that are not Specified AIT Persons, or Financial Institutions that are not Nonparticipating Financial Institutions; or

- b) An Investment Entity that is a qualified collective investment vehicle under relevant Treasury Regulations;

the reporting obligations of any Investment Entity that is a TECRO Financial Institution (other than a Financial Institution through which interests in the collective investment vehicle are held) shall be deemed fulfilled.

- 3. With respect to interests in an Investment Entity established in the territory of the authorities represented by TECRO that is not described in paragraph E or subparagraph F(2) of this section, consistent with paragraph 4 of Article 4 of the Agreement, the reporting obligations of all other Investment Entities with respect to such interests shall be deemed fulfilled if the information required to be reported by first-mentioned Investment Entity pursuant to the Agreement with respect to such interests is reported by such Investment Entity or another person.

V. **Accounts Excluded from Financial Accounts.** The following accounts are excluded from the definition of Financial Accounts and therefore shall not be treated as AIT Accounts.

A. **Certain Savings Accounts.**

- 1. **Retirement and Pension Account.** A retirement or pension account maintained in the territory of the authorities represented by TECRO that satisfies the following requirements under the laws applicable in the territory of the authorities represented by TECRO.
  - a) The account is subject to regulation as a personal retirement account or is part of a registered or regulated retirement or pension plan for the provision of retirement or pension benefits (including disability or death benefits);
  - b) The account is tax-favored (*i.e.*, contributions to the account that would otherwise be subject to tax under the laws applicable in the territory of the authorities represented by TECRO are deductible or excluded from the gross income of the account holder or taxed at a reduced rate, or taxation of investment income from the account is deferred or taxed at a reduced rate);
  - c) Annual information reporting is required to the relevant authorities in the territory of the authorities represented by TECRO with respect to the account;
  - d) Withdrawals are conditioned on reaching a specified retirement age, disability, or death, or penalties apply to withdrawals made before such specified events; and

- e) Either (i) annual contributions are limited to \$50,000 or less, or (ii) there is a maximum lifetime contribution limit to the account of \$1,000,000 or less, in each case applying the rules set forth in Annex I for account aggregation and currency translation.
2. Non-Retirement Savings Accounts.
- a) An account maintained in the territory of the authorities represented by TECRO (other than an insurance or Annuity Contract) that satisfies the following requirements under the laws of the authorities represented by TECRO.
    - (i)The account is subject to regulation as a savings vehicle for purposes other than for retirement;
    - (ii)The account is tax-favored (*i.e.*, contributions to the account that would otherwise be subject to tax under the laws of the authorities represented by TECRO are deductible or excluded from the gross income of the account holder or taxed at a reduced rate, or taxation of investment income from the account is deferred or taxed at a reduced rate);
    - (iii)Withdrawals are conditioned on meeting specific criteria related to the purpose of the savings account (for example, the provision of educational or medical benefits), or penalties apply to withdrawals made before such criteria are met; and
    - (iv)Annual contributions are limited to \$50,000 or less, applying the rules set forth in Annex I for account aggregation and currency translation.
  - b) An Employee Savings Ownership Trust, Employee Stock Ownership Trust and other Stock Rewards Trust maintained in the territory of the authorities represented by TECRO provided that (i) upon vesting the assets in such trust are transferred upon to a Financial Institution that is not a Nonparticipating Financial Institution in the name of the employee and (ii) the employee is taxed upon the contribution of assets to the trust or upon distribution from the trust.
  - c) An Overseas Foreign & Mainland China Employees Collective Investment Account maintained in the territory of the authorities represented by TECRO provided that (i) upon vesting the proceeds from the assets in the account are deposited in the name of the employee at a Financial Institution that is not a Nonparticipating Financial Institution and (ii) tax is imposed on the employee either upon contribution to or distribution from the account.
- B. Certain Term Life Insurance Contracts. A life insurance contract maintained in the territory of the authorities represented by TECRO with a coverage period that will end

before the insured individual attains age 90, provided that the contract satisfies the following requirements:

1. Periodic premiums, which do not decrease over time, are payable at least annually during the period the contract is in existence or until the insured attains age 90, whichever is shorter;
2. The contract has no contract value that any person can access (by withdrawal, loan, or otherwise) without terminating the contract;
3. The amount (other than a death benefit) payable upon cancellation or termination of the contract cannot exceed the aggregate premiums paid for the contract, less the sum of mortality, morbidity, and expense charges (whether or not actually imposed) for the period or periods of the contract's existence and any amounts paid prior to the cancellation or termination of the contract; and
4. The contract is not held by a transferee for value.

C. **Account Held By an Estate.** An account maintained in the territory of the authorities represented by TECRO that is held solely by an estate if the documentation for such account includes a copy of the deceased's will or death certificate.

D. **Escrow Accounts.** An account maintained in the territory of the authorities represented by TECRO established in connection with any of the following:

1. A court order or judgment.
2. A sale, exchange, or lease of real or personal property, provided that the account satisfies the following requirements:
  - a) The account is funded solely with a down payment, earnest money, deposit in an amount appropriate to secure an obligation directly related to the transaction, or a similar payment, or is funded with a financial asset that is deposited in the account in connection with the sale, exchange, or lease of the property;
  - b) The account is established and used solely to secure the obligation of the purchaser to pay the purchase price for the property, the seller to pay any contingent liability, or the lessor or lessee to pay for any damages relating to the leased property as agreed under the lease;
  - c) The assets of the account, including the income earned thereon, will be paid or otherwise distributed for the benefit of the purchaser, seller, lessor, or lessee (including to satisfy such person's obligation) when the property is sold, exchanged, or surrendered, or the lease terminates;

- d) The account is not a margin or similar account established in connection with a sale or exchange of a financial asset; and
  - e) The account is not associated with a credit card account.
- 3. An obligation of a Financial Institution servicing a loan secured by real property to set aside a portion of a payment solely to facilitate the payment of taxes or insurance related to the real property at a later time.
  - 4. An obligation of a Financial Institution solely to facilitate the payment of taxes at a later time.
- E. **Partner Jurisdiction Accounts.** An account maintained in the territory of the authorities represented by TECRO and excluded from the definition of Financial Account under an agreement between the authorities represented by AIT and another Partner Jurisdiction to facilitate the implementation of FATCA, provided that such account is subject to the same requirements and oversight under the laws of such other Partner Jurisdiction as if such account were established in that Partner Jurisdiction and maintained by a Partner Jurisdiction Financial Institution in that Partner Jurisdiction.

VI. **Definitions and Other Special Rules.** The following additional definitions and special rules shall apply to the descriptions above:

- A. **Reporting Model 1 FFI.** The term Reporting Model 1 FFI means a Financial Institution with respect to which a non-U.S. government or agency thereof agrees to obtain and exchange information pursuant to a Model 1 IGA, other than a Financial Institution treated as a Nonparticipating Financial Institution under the Model 1 IGA. For purposes of this definition, the term Model 1 IGA means an arrangement between the authorities represented by AIT and a non-U.S. government or one or more agencies thereof to implement FATCA through reporting by Financial Institutions to such non-U.S. government or agency thereof, followed by automatic exchange of such reported information with the IRS.
- B. **Participating FFI.** The term Participating FFI means a Financial Institution that has agreed to comply with the requirements of an FFI Agreement, including a Financial Institution described in a Model 2 IGA that has agreed to comply with the requirements of an FFI Agreement. The term Participating FFI also includes a qualified intermediary branch of a Reporting AIT Financial Institution, unless such branch is a Reporting Model 1 FFI. For purposes of this definition, the term FFI Agreement means where relevant, an FFI Agreement as defined in Article 1 of the Agreement as well as an agreement that sets forth the requirements for a Financial Institution to be treated as complying with the requirements of section 1471(b) of the Internal Revenue Code. In addition, for purposes of this definition, the term Model 2 IGA means an arrangement between the authorities represented by AIT and a non-U.S. government or one or more agencies thereof to facilitate the implementation of FATCA through reporting by Financial Institutions directly to the IRS in accordance with the requirements of an FFI Agreement,

supplemented by the exchange of information between such non-U.S. government or agency thereof and the IRS.

C. **Registration Requirements for a Financial Institution that Qualifies as a Registered Deemed-Compliant FFI.** A Financial Institution that qualifies as a registered deemed-compliant FFI must satisfy the following requirements:

1. Register on the IRS FATCA registration website with the IRS pursuant to procedures prescribed by the IRS and agree to comply with the terms of its registered deemed-compliant status;
2. Have its responsible officer certify every three years to the IRS, either individually or collectively for such Financial Institution and its Related Entities, that all of the requirements for the deemed-compliant category claimed by the Financial Institution have been satisfied since July 1, 2014;
3. Maintain in its records the confirmation from the IRS of the Financial Institution's registration as a deemed-compliant FFI and the Financial Institution's Global Intermediary Identification Number (or GIIN) or such other information as the IRS specifies in forms or other guidance; and
4. Agree to notify the IRS if there is a change in circumstances that would make the Financial Institution ineligible for the deemed-compliant status for which it has registered, and to do so with six months of the change in circumstances unless the Financial Institution is able to resume its eligibility for its registered deemed-compliant status within the six-month notification period.

D. **Reporting AIT Financial Institution.** The term Reporting AIT Financial Institution means (i) any Financial Institution that is resident in the territory of the authorities represented by AIT, but excluding any branch of such Financial Institution that is located outside the territory of the authorities represented by AIT, and (ii) any branch of a Financial Institution not resident in the territory of the authorities represented by AIT, if such branch is located in the territory of the authorities represented by AIT.