





THE SPECIALIST IN TRADING & INVESTMENT

**Declaration of identity of the beneficial owner**

**(Form A in accordance with art. 3 & 4 CDB):**

As the Client, I declare that the assets deposited with the Bank:

**A**  **Belong to me only** and therefore I am **the sole** beneficial owner of those.

**!** **B**  **Belong to the following person(s) and/or company/-ies** and that therefore they are beneficial owner of those:

Last name/first name or company name	Date of Birth / incorporation	Nationality / country of incorporation	Address (residence or company address)	Country

The Client agrees to spontaneously inform the Bank of any changes regarding the above.

It is punishable by law to wilfully provide false information on this form (Art. 251 of the Swiss Penal Code, forgery of documents; penalty: imprisonment up to 5 years or fine)

**Declaration "US person" / "non-US person":**

In accordance with US regulations regarding withholding tax and in order to allow the Bank to precisely determine the status and the quality of the Client as a non US or a US person, the Client, beneficial owner of the assets deposited declares to the Bank:

That the Client is not a US citizen (simple, double or multiple nationality), and that the Client is not resident in the USA (permanent resident permit or holder of a "green card", long and frequent stays in the USA this year and during the past two years).

In the opposite situation and in the event of a change in the status of non US person, in accordance with the US tax regulations (the Client agrees to immediately inform the Bank thereof), the Client irrevocably mandates the Bank to sell all his US assets in accordance with the existing commercial customs and practices and without notice, and to proceed with the withholding of the US "Backup Withholding Tax" which is presently at 28% resulting from the sale of securities and to pay such amount to the US Internal Revenue Service ("IRS") as stated in the "Qualified Intermediary Agreement" entered into by the Bank and the IRS.

That the Client is a US citizen (simple, double or multiple nationality), and that the Client is resident in the USA (permanent resident permit or holder of a "green card", long et frequent stays in the USA this year and during the past two years). In such event, the Client acknowledges and accepts, for legal and tax reasons, that the Bank may give him access only to forex and forex options.

The undersigned Client expressly declares hereby that he will not, without any reservation, make any claim for damages and/or loss and agrees to compensate the Bank for any engagement related to the sale of his US assets in accordance with this clause.

**Governing law and jurisdiction:** The relationship between the Client and the Bank shall be governed by and construed solely in accordance with Swiss law.

**The place of performance of all obligations and the exclusive place of jurisdiction** for any dispute arising out of or in connection with the relationship between the Client and the Bank shall be **Zollikon, Switzerland**. This shall also be the place of debt enforcement for the Client if domiciled abroad. Irrespective of the foregoing, the Bank reserves the right to initiate proceedings before any competent court or jurisdiction, including the courts in the country of which the Client is domiciled or incorporated.

**SAXO BANK (SCHWEIZ) AG**  
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COPENHAGEN · ZURICH · BEIJING · DUBAI · LONDON · PARIS · PRAGUE · SINGAPORE · TOKYO · MADRID · MILAN · AMSTERDAM · ATHENS  
-AND OTHER FINANCIAL CENTRES AROUND THE WORLD



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**The Client declares that:**

- it has read and accepted the documents entitled "RISK DISCLOSURE STATEMENT FOR FOREIGN EXCHANGE AND CONTRACTS FOR DIFFERENCE (CFDs)", "Special Risks in Securities Trading" and has understood the warnings contained in this document; and that

- it has read and accepted the General Conditions in its entirety, including articles 22 ("Segregation of Assets and Third party Depositories"), 23 ("Retention Right, Liens and Pledges") and 24 ("Right of Set-off") according to which:

- i. the Client acknowledges and agrees that the Products will be mixed with the assets and products of other clients or of the Bank. The Bank ensures the segregation of clients' assets in accordance with the Swiss Federal Banking Law;
- ii. the Bank is authorized to choose third party depositaries in Switzerland or abroad for the custody of securities and other financial instruments booked to the Account, irrespective of whether or not such third party depositaries are subject to adequate supervision. The Client accepts that his rights against the Bank depend on and will not exceed the rights of the Bank against the respective third party depository. To the extent permissible by applicable laws, the Bank's liability to the Client for the acts or omissions of the third party depositaries shall be excluded;
- iii. the Client grants to the Bank a general lien for all present or future, actual or contingent debts owed to the Bank and any claims that the Bank has or could have against the Client;
- iv. the Bank has a right of set-off against the Client's claims.

ZOLLIKON, (DATE) :

Company Name : \_\_\_\_\_

Signatories (Name / First Name)	SIGNATURE:
_____	_____
_____	_____
_____	_____





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3				<input type="checkbox"/> individually <input type="checkbox"/> collectively by any two <input type="checkbox"/> collectively by two with No. _____	
4				<input type="checkbox"/> individually <input type="checkbox"/> collectively by any two <input type="checkbox"/> collectively by two with No. _____	
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8				<input type="checkbox"/> individually <input type="checkbox"/> collectively by any two <input type="checkbox"/> collectively by two with No. _____	
9				<input type="checkbox"/> individually <input type="checkbox"/> collectively by any two <input type="checkbox"/> collectively by two with No. _____	
10*				<input type="checkbox"/> individually <input type="checkbox"/> collectively by any two <input type="checkbox"/> collectively by two with No. _____	

*\*In case the corporate has more than 10 signatories, you are kindly requested to use a second signatory form and to herein refer to it.*

The signatories listed above are authorized to represent the corporate without any restriction in all present and future business relations with the Bank. In particular, they may dispose of assets placed on the account, execute security transactions, receive all correspondence, all information and all documents regarding the business relation with the Bank, appoint persons as authorized dealers, grant persons a right of inspection and cancel such.

The signature(s) shown above remain valid, irrespective of entries / cancellations made in the commercial register or other publications, until written cancellation or change has been notified in writing to the Bank by the authorized signatories of the corporation.

The undersigned hereby certifies/certify the authenticity of the above signatures and the validity of the procurations so conferred.

**ZOLLIKON, (DATE):**

Corporate name: _____	
Signatories (Name / First Name)	SIGNATURE(S):
_____	_____
_____	_____
_____	_____



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**LIST OF AUTHORIZED DEALERS OR VIEWING ONLY AGENTS**

Account number: \_\_\_\_\_  IB number: \_\_\_\_\_

FOR THE USE OF SAXO BANK ONLY

Corporate name: \_\_\_\_\_

Corporate is account holder  Corporate is IB with LPOA\*  Corporate is LPOA-holder

**\*LPOA = Limited Power of Attorney**

The following persons are hereby either fully authorized by the Corporate to execute trades on its behalf (like an agent with a limited power of attorney, hereinafter "authorized dealer") or granted right for view only access (like an agent with a right of inspection, hereinafter "Viewing only Agent") to the above mentioned account with Saxo Bank (Schweiz) AG (hereinafter "the Bank").

Name and title	E-mail address	Access Type	Signature	Username <i>(to be provided by Saxo Bank)</i>
		<input type="checkbox"/> Authorized dealer <input type="checkbox"/> Viewing only Agent		
		<input type="checkbox"/> Authorized dealer <input type="checkbox"/> Viewing only Agent		
		<input type="checkbox"/> Authorized dealer <input type="checkbox"/> Viewing only Agent		
		<input type="checkbox"/> Authorized dealer <input type="checkbox"/> Viewing only Agent		
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		<input type="checkbox"/> Authorized dealer <input type="checkbox"/> Viewing only Agent		
		<input type="checkbox"/> Authorized dealer <input type="checkbox"/> Viewing only Agent		



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1. The Corporate empowers the Authorized dealer, without the right of substitution, to forward in his name to Saxo Bank (Schweiz) AG (hereinafter "the Bank") any order for subscription, purchase or sale of transferable securities or similar investments, financial products and -instruments, together with any instruction relating to transactions involving transferable securities and similar investments, financial products and - instruments (i.e. any form of transaction(s) relating, in particular, to CFDs, futures, options, equities, currencies etc. -on the spot or future market) with a view to the performance of these orders and to conclude transactions which are not hedged and/or involve increased risks. In this regard, the Corporate declares that he is familiar with the working of derivative instruments. In addition, the Corporate hereby declares his acceptance of the increased risks involved in such transactions and confirms that his financial situation is compatible with the resulting commitments. These specific transactions will be executed on the GENERAL TERMS AND CONDITIONS of the Bank signed by the Corporate and with the "RISK DISCLOSURE STATEMENT FOR FOREIGN EXCHANGE AND CONTRACTS FOR DIFFERENCE (CFDs)", "SPECIAL RISKS IN SECURITIES TRADING" accepted by the Corporate and with the rules and standard practice of the markets and stock markets concerned.
2. **However, the Authorized dealer is not permitted to transmit instructions relating to withdrawals or other assignments of any nature whatsoever in his favour or in favour of a third party, either in the name of the Corporate or of a third party or in the name of the Authorized dealer himself. The Authorized dealer is not empowered to pledge assets on the account in favour of third parties or in his own favour.**
3. The Authorized dealer is further authorized to receive all correspondence, all information and all documents needed for the performance of his mandate. In all cases, the signatures appended to this document and any other declaration made or measure taken by the Authorized dealer in the framework of the powers conferred upon him by the present shall have binding force upon the Corporate.
4. The obligation to inform the Corporate of the activities undertaken shall rest exclusively with the Authorized dealer. This obligation shall release the Bank fully from all liability in respect of all transactions performed by the Authorized dealer.
5. **The Corporate acknowledges the fact that he is aware that the Bank exercises no control over the management transactions made by the Authorized dealer and in particular if these transactions differ by their nature from those performed by the Authorized dealer in virtue of the management mandates conferred upon him. In particular, the Authorized dealer has sole responsibility for calling the attention of the Corporate to the risks inherent in wealth management and to the specific risks presented by certain transactions and the Corporate releases the Bank from all liability in this regard.**
6. **The Authorized dealer has sole liability for losses or for any other damage which he may cause the Corporate to incur and a full release is granted to the Bank in this regard. The Corporate releases the Bank from all responsibility and liability in respect of the performance of any instruction given in virtue of the powers resulting from the present power of attorney.**
7. The Bank warns the Corporate that in the event of any losses the only means of redress open to him is against the Authorized dealer. Moreover, the Bank will not verify whether the Authorized dealer complies with the rules and directives imposed by his profession.
8. The Bank is not a party to the contractual relationship between the Corporate and the Authorized dealer.
9. The Corporate grants a full release to the Bank in respect of the acts of the Authorized dealer which he hereby acknowledges to be valid.
10. The Corporate entitles the Viewing only Agent the right to take notice of all transactions, account movements and portfolio valuation and to receive account statements on the above mentioned account opened at the Bank.
11. The Viewing only Agent may decide at any time to ask the Bank directly for documents described above, to collect them at the premises of the Bank or to have them sent by fax or post to the address indicated above, or to have them directly available on the online Platform. **Consequently, the Corporate expressly releases the Bank from banking secrecy in regard to the above-mentioned rights of inspection and information which the Viewing only Agent is authorized to regarding the above mentioned bank account. Furthermore, the Corporate discharges the Bank from any responsibility concerning the execution of any instructions given in conformity with the powers granted hereby.**
12. The Viewing only Agent is neither authorized to give any orders to underwrite, buy or sell securities or similar investments, financial products and instruments, nor to give any instructions whatsoever regarding withdrawals, pledges or assignments in connection with the above-mentioned account.
13. This power of attorney shall remain in force until such time as the Bank has received written notification of its cancellation, new instructions, bankruptcy of the Corporate or in case of the death or incapacity of the Authorized dealer and the Viewing only Agent.



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14. The signature of the authorised persons notified to the Bank are valid in relation to the latter without taking account of any different entries in the Registry of Commerce or in other publications. The Corporate therefore undertakes to inform the Bank of any change and grant it a full release in the event of any error or omission in such information.
15. These instructions effectively replace all previous instructions issued.
16. Should any change occur in the above list, the Corporate is responsible to immediately announce and forward any new information to the Bank. Failing this, the Corporate will be responsible for any loss, damage or incident incurring from this lack of information.
17. ALL OTHER ASPECTS SHALL BE GOVERNED BY THE BANK'S GENERAL TERMS AND CONDITIONS.
18. The RELATIONSHIP BETWEEN THE CLIENT AND THE BANK SHALL BE GOVERNED BY AND CONSTRUED SOLELY IN ACCORDANCE WITH **SWISS LAW**.

THE PLACE OF PERFORMANCE OF ALL OBLIGATIONS AND THE **EXCLUSIVE PLACE OF JURISDICTION** FOR ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THE RELATIONSHIP BETWEEN THE CLIENT AND THE BANK SHALL BE **ZOLLIKON, SWITZERLAND**.

Please print this form, fill out in legible and clear hand writing and let the below-listed employees entitled to trade or to view only on the Company's account sign the list. Then please return it to the attention of "Customer Care" **both** by fax (+41 (0)58 317.95.15) and hard copy and enclose with your hard copy a true certified copy of the passport of all the employees listed above.

If questions arise, please send an email to [customer\\_care@saxobank.ch](mailto:customer_care@saxobank.ch).

<p><b>PLACE AND DATE:</b></p>	<p><b>Authorized Signatory(ies) of the Corporate:</b></p> <table style="width: 100%;"> <tr> <td style="width: 50%;">Signature:</td> <td style="width: 50%;">Signature:</td> </tr> <tr> <td>Name:</td> <td>Name:</td> </tr> <tr> <td>Title:</td> <td>Title:</td> </tr> </table>	Signature:	Signature:	Name:	Name:	Title:	Title:
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