



**STATE BANK OF INDIA**

Deposit Section, 460 Park Avenue, 2<sup>nd</sup> Floor, New York, NY 10022  
 Tel: 212-521-3280; Fax: 212-521-3361; E-mail: [vpdep.nyb@statebank.com](mailto:vpdep.nyb@statebank.com)

**CHECK LIST FOR OPENING ACCOUNTS BY ENTITIES OTHER THAN PUBLIC LIMITED COMPANIES  
 (LLC, Solely Owned Corporation, Association, Not-for-Profit Corporation, Partnership, Proprietorship, etc.)**

No.	DOCUMENTS / ITEM (Please Check ✓)						
1	<input type="checkbox"/> Account opening form (DEP-3) duly filled and signed. Check the execution box for the Funds Transfer Agreement if you wish to instruct us by fax for funds transfer (recommended).						
2	<p>Attach certified copies of the documents mentioned below in case you forward the documents through mail. If copies of these documents are submitted in person, original documents need to be produced for verification by a bank official and return.</p> <table border="1" data-bbox="280 604 1472 1245"> <tr> <td data-bbox="280 604 954 884"> <p><b>Limited Liability Company</b></p> <input type="checkbox"/> A copy of Certificate of Incorporation with proof of filing.  <input type="checkbox"/> A copy of the Articles of Association / Operating Agreement.  <input type="checkbox"/> A certified copy of a corporate resolution (per draft enclosed or substantially similar to it) approved by the board of directors of the company authorizing the opening of account and stating the names of the official(s) who can do so and naming the official(s) who can operate the account and the extent of powers vested in these officials and their legal status. </td> <td data-bbox="954 604 1472 884"> <p><b>Solely Owned Corporation</b></p> <input type="checkbox"/> A copy of Certificate of Incorporation with proof of filing.  <input type="checkbox"/> A copy of the Articles of Association / Articles of Organization / Operating Agreement.  <input type="checkbox"/> A letter from the corporation's attorney or accountant on their letterhead stating that all corporation stock is owned beneficially, and of record, by a single shareholder, and stating the shareholder's name. </td> </tr> <tr> <td data-bbox="280 884 954 1083"> <p><b>Association</b></p> <input type="checkbox"/> Constitutional byelaws (unincorporated association).  <input type="checkbox"/> Board of trustees' minutes authorizing opening of bank account and a letter from the association's president naming the officers of the association and their signatory powers, including attestation of account signature authorization. </td> <td data-bbox="954 884 1472 1083"> <p><b>Not-for-Profit Corporation</b></p> <input type="checkbox"/> A copy of Certificate of Incorporation with proof of filing.  <input type="checkbox"/> A copy of the Articles of Association / byelaws.  <input type="checkbox"/> A copy of the organization's 501-C3 with Not for Profit Tax ID. </td> </tr> <tr> <td data-bbox="280 1083 954 1245"> <p><b>Limited Liability Partnership</b></p> <input type="checkbox"/> Certificate of Partnership with proof of filing.  <input type="checkbox"/> Partnership Certificate Agreement executed by the partners including authorization of officers /employees /agents of the partnership granted authority over account management, as well as the limits of such authority. </td> <td data-bbox="954 1083 1472 1245"> <p><b>Proprietorship/General Partnership</b></p> <input type="checkbox"/> Business Certificate (DBA or Assumed Name Certificate) from the State / County in which the business is located with proof of filing. </td> </tr> </table>	<p><b>Limited Liability Company</b></p> <input type="checkbox"/> A copy of Certificate of Incorporation with proof of filing. <input type="checkbox"/> A copy of the Articles of Association / Operating Agreement. 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3	<input type="checkbox"/> Specimen Signature Card with signatures duly verified by SBI official or notary public.						
4	<input type="checkbox"/> Bank Reference Form signed by current banker.						
5	<input type="checkbox"/> For non-U.S. corporate: Form W-8BEN <input type="checkbox"/> For U.S. corporate: Form W-9						
6	<input type="checkbox"/> Documents evidencing <b>Tax Identification Number</b> / Permanent Account Number. For corporate resident in countries other than U.S. or India, submit documents evidencing payment of taxes to government of the country of residence.						
7	<input type="checkbox"/> A copy of latest annual report. If not available, state in your letter that no such report is available.						
8	<input type="checkbox"/> A copy of unexpired, government-issued photo-identification evidencing nationality or residence and bearing a photograph or similar safeguard, such as a U.S. driver license, a U.S. non-driver photo ID, or passport or a similar document, for <b>each authorized signatory to the proposed account</b> . <i>If submitting by mail, the copy must be verified by an SBI official or notary public.</i>						
9	<input type="checkbox"/> A utility bill (electricity, gas, water, landline phone, etc.) received at the street address of the entity.						
10	<input type="checkbox"/> <u>Corporate Registered in India:</u> Submit Reserve Bank of India's approval for the opening of the account. If no specific approval is required, please enclose copy of RBI notification granting general permission for opening the account.						

- An advanced copy of all documents may be scanned and sent by email or sent by fax for our review.
- Please email for any clarification.
- Duly completed documents should be mailed to us.



1. We undertake to:
  - i. abide by the usual terms and conditions governing Checking Accounts / Money Market Deposit Accounts / CD Accounts in the U.S. as well as the terms and conditions contained in State Bank of India customer manual, receipt of which is hereby acknowledged; and
  - ii. advise you promptly of changes, if any, in the mode of operation of the account, and / or the names of officials authorized to operate on the account.
2. We understand that the bank will not act upon our funds transfer instructions conveyed through a letter, unless we execute a funds transfer agreement or attach a check to the instruction letter.
3. I/ We understand that on no occasion my/ our account will be permitted by the Bank to go into overdraft.
4. The information provided in this application is correct to the best of our knowledge and belief.
5. I/We authorize State Bank of India to obtain information regarding our identity, credit history, and other banking history from one or more consumer reporting /rating agency, other banks or any other source. We understand that this information will be used in conjunction with the request to open or modify a deposit account being submitted by the Company on which I/we will be (an) authorized signer(s). We further understand if information in the credit report results in decision to either disallow my/our signing authority on the account or disallow opening the account, State Bank of India will communicate these facts to owners and/or authorized signers of the (proposed) account.

**MONEY MARKET Disclosure Statement:-**

It is understood that:

- i. The interest rate on the account changes periodically and can be obtained from our website or by requesting us by phone/fax/email or mail. The interest rate and the annual percentage yield during the term of this account may vary periodically and the same are not guaranteed. The interest rate will be reviewed and determined as per the discretion of the Bank Management.
- ii. There is no limitation as to the percentage amount the interest rate may vary.
- iii. There is no minimum balance required to be maintained to earn the stated annual percentage yield.
- iv. For non-cash deposits made into your account (for example checks) interest begins to accrue no later than the business day we receive credit for the deposit of the non-cash items.
- v. The interest will be credited to the account on a monthly basis, on the last day of the calendar month or the first business day of the following month, if the last day of the calendar month is a non-business day.
- vi. If the account is closed during the middle of a month, accrued interest will be credited and paid.
- vii. A minimum balance service charge of \$10 for U.S. based consumer account, \$15 for U.S. based non-consumer account and \$20 for non U.S. based account will be imposed every month if the balance in the account falls below \$2,500 for U.S. based consumer account, \$5,000 for U.S. based non-consumer account, \$10,000 for non US based account during any day of a calendar month.
- viii. The daily balance method will be used to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day.
- ix. Certain fees may be assessed on the account as stated in the service charges in of the Customer Manual, a copy of which has been made available to you.
- x. A maximum of six transfers per statement period can be made from the account, of which not more than three may be by checks / ACH debits payable to third parties. A transaction fee will be levied if this limit is exceeded. Your account may also be closed or converted to checking account if there is continuous violation of these limits. Deposits may be made by mail or in person in any amount.
- xi. This is a statement account and monthly statements will be mailed by the Bank, reflecting all transaction activity including interest earned.
- xii. The Bank reserves the right to require seven days notice in writing prior to any withdrawal or levy an early closure penalty.

Receipt of this disclosure statement is hereby acknowledged.

**FUNDS TRANSFER AGREEMENT**

In this Agreement, the words "State Bank of India" or "SBI" or "Bank", refer to State Bank of India, at the branch or agency location where the account, from which the funds transfer is made, is located. The words "I", "we", "me", "our", "us" or "my" refer to the customer (or business) signing below.

- 1. COLLATERAL DOCUMENTS:** At the time an executed copy of this Agreement is submitted to SBI, we agree to provide SBI with such documents as it may request, evidencing that this Agreement has been properly authorized, that the person(s) designated below is/are authorized to sign this Agreement effect funds transfers, and that this agreement is otherwise in conformity with the organizational documents and any other rules, regulations, or laws to which we may be subjected.
- 2. SECURITY PROCEDURES:** We understand the risks associated with transmitting instructions via telephone, letter, wire, telex or by facsimile, and acknowledge that SBI has made available to me a variety of security procedures for our transaction of funds transfers. We understand and agree that when we place a funds transfer request, SBI may follow a security procedure for our protection and the Bank's to verify that the funds transfer has been properly authorized. The security procedure SBI may use will depend upon the means by which we provide instructions to the Bank. In the absence of a separate agreement with SBI on the type of such security procedure to be used by it, we agree that the security procedure customarily followed by SBI is acceptable to me. We further understand that the security procedure is designed only to verify the source of the funds transfer instruction and not to detect errors in the content of the instructions. As part of such procedure, SBI may call back a contact person designated by me in section 20 of this Agreement to verify the funds transfer request, using their telephone number(s), or those designated by us hereafter (in the future) in writing. We understand and agree that SBI may not follow this procedure for customers located outside the U.S. We agree that SBI will not be liable for any delay in processing our funds transfer requests resulting from compliance with these callback procedures.
- 3. AUTHORITY TO TRANSFER FUNDS:** We hereby authorize SBI to execute and charge to any of our designated accounts in Para 19 of this agreement, any written (facsimile, mail, or messenger), or oral (telephone) requests for the transfer of funds, including wire transfers, with the amount so specified, when such requests are given in the name of any of the authorized signer(s) designated in Para 21 of this agreement and are executed in accordance with the procedures established by SBI. We further authorize SBI to charge any account we have at SBI for any applicable service fees for such funds transfers at the time of each transfer.
- 4. INFORMATION FROM CUSTOMER:** We agree that SBI will rely upon the information we have provided in effecting the funds transfer. We agree that any errors in that information, including misidentification of beneficiary(ies), incorrect or inconsistent account names and numbers, and misspellings are our responsibility. We will promptly furnish SBI, in addition to the information requested in this agreement, any other information that SBI may reasonably request in order to execute our funds transfer. We shall promptly notify SBI in writing of any changes in information provided by me in this Agreement or any addendum thereto.
- 5. CURRENCY OF TRANSFER:** We understand and agree that funds transfers to beneficiaries (recipients) within the United States are made only in U.S. dollars. For funds transfers to beneficiaries in other countries in currencies other than U.S. dollars, SBI will convert the U.S. dollar payment to the currency of the destination country at SBI's foreign exchange rate current at the time of transfer. The foreign exchange rate may include a commission for SBI for exchanging the foreign currency. We further understand that even when we place a request for funds transfer in U.S. dollars to a beneficiary (recipient), the laws of the country may necessitate payments being made only in local currency and that SBI cannot guarantee payment in U.S. dollars. In such event and also in others, the beneficiary bank may incur expenses like currency conversion and other charges. Hence we understand and agree that the actual amount that the beneficiary receives may be a reduced amount sent from SBI.
- 6. MEANS OF TRANSFER:** To make funds transfers, SBI uses a variety of banking channels and facilities, but will ordinarily use electronic means. We agree that SBI may choose any means that it deems suitable to transfer our funds. When we place a funds transfer request with SBI, we understand that we must select a financial institution ("beneficiary bank") to receive it. For such transfers within the United States, the beneficiary (recipient) bank must be a member of the Federal Reserve System, Clearing House Interbank Payment System (CHIPS), or a correspondent bank of such a member. We will furnish the beneficiary bank and the account particulars of the beneficiary customer. SBI, based on our instructions, may instruct the beneficiary bank to credit an account or hold the funds for the beneficiary (recipient). The beneficiary bank will be responsible for following our instructions and notifying the beneficiary when the funds become available. By providing an account number to credit, we understand that the beneficiary bank may credit an account solely on the basis of the account number provided and that the payment will be final even if the number we provided does not correspond to the beneficiary we have identified. Any loss resulting from an incorrect account provided to the Bank is our responsibility and not that of SBI. After the funds have been transferred to the beneficiary bank, the funds become the property of that beneficiary bank. It will be its responsibility for locating, identifying, and making payment to the beneficiary mentioned by me. We understand and agree that SBI is not responsible for any of these actions. Because SBI does not maintain banking relations with every bank, it may be necessary to use one or more intermediary banks before the funds are transferred to the beneficiary bank. After SBI transmits the funds transfer to the intermediary bank, we agree that it will be that bank's responsibility to ensure that the funds transfer is completed.
- 7. FEES IMPOSED BY INTERMEDIARY / BENEFICIARY BANKS:** We also understand that in the above event, the intermediary and/or beneficiary bank may charge a fee for processing our funds transfer and that SBI is not responsible for this fee. We agree that this fee may be deducted by the intermediary and/or beneficiary bank from the amount to be credited to the beneficiary of our funds transfer.

**8. CUT-OFF TIME FOR EXECUTING FUNDS TRANSFERS:** We understand and agree that if our funds transfer request is received by SBI after its established cut-off hour of 14.00 hours EST (time for telephone call-back included), our request may not be processed until the next business day.

**9. REJECTION OF FUNDS TRANSFER REQUESTS:** We understand and agree that SBI reserves the right to reject any request made by me for funds transfer when:

- A. We have insufficient funds in our account; or
- B. Our instruction is received by SBI through a communication means not approved by the Bank; or
- C. Our instruction is unclear or incomplete or unsatisfactory for any reason.

**10. DELAYS, NON-EXECUTION OF FUNDS TRANSFER REQUESTS:** We agree that SBI will not be responsible for any loss or damage arising from:

- A. Any act or failure to act on the part of any person not within SBI's reasonable control; or
- B. Any error, delay, or failure in the transmission of any funds transfer request resulting from an act of God, fire, catastrophe, telecommunications, electrical or mechanical failure, or any other cause beyond the control of SBI.

**11. CANCELING OR CHANGING TRANSFERS:** We understand and agree that if we decide to cancel or change a funds transfer request, we may do so only if SBI receives that instruction before it has sent the fund transfer and provided it has a reasonable time to act on our instruction to cancel or change the funds transfer. In general, after SBI has sent the funds transfer, we will not be able to cancel or change it unless the beneficiary bank consents to such a request. SBI and/or beneficiary bank may impose a charge for canceling or changing funds transfer request and, for any required currency conversion. SBI will not be liable for any losses resulting from the failure of a beneficiary bank to cancel or change our funds transfer, nor shall we make any claim against SBI nor institute a legal action against SBI for such failure.

**12. RESPONSIBILITY FOR FUNDS TRANSFERS:** We agree to assume full responsibility for and be bound by all funds transfer requests issued in our name(s), whether or not authorized, provided the funds transfer request was executed by SBI in good faith and in accordance with the procedures set forth in this agreement.

**13. CLAIMS:** We agree that within fourteen (14) days after we receive notification in our periodic account statement that a funds transfer request has been executed, we will notify SBI of any errors, delays, or other problems related to that funds transfer. If the funds transfer request has been erroneously executed as a result of SBI's error, SBI's liability will not exceed the difference between the amount of the funds, which were to be transferred, and the amount of the funds actually transferred. Should SBI's conduct result in a delay of funds transfer, SBI's liability will not exceed an amount equal to the interest, payable at SBI's savings account rate in effect in the state of the funds transfer, in the amount of funds which were instructed to be transferred or withdrawn for the period of delay. **IN NO EVENT SHALL SBI BE RESPONSIBLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OR EXPENSES IN CONNECTION WITH MY FUNDS TRANSFER.** Any claim concerning the funds transfer must be filed in a court of competent Jurisdiction within one year from the date that we have received notification that the funds transfer was executed, or will be barred by law. This paragraph does not apply to consumer electronic funds transfers to the extent those transfers are governed by the Electronic Funds Transfer Act and the rules and regulations promulgated there under.

**14. NOTICES:** Any notice given to me under this agreement shall be deemed given upon depositing in an official depository of the U.S. Postal Service, postage prepaid, or by facsimile when sent to the respective mailing address or facsimile address provided by me to SBI. Any change in either address will be promptly advised by me to SBI.

**15. AMENDMENT / TERMINATION:** SBI may amend the terms of this Agreement by giving written notice to me. This Agreement may also be terminated, by either party, by giving 10 days notice in writing, effective from the date of receipt of such communication.

**16. SEVERABILITY:** If any portion of this Agreement is found to be unenforceable, remaining portions shall remain in full force and effect.

**17. GOVERNING LAW:** This Agreement will be governed by the laws of the state where the SBI Branch or Agency making the funds transfer is located and/or by federal law, if applicable.

**18. INDEMNITY:** In consideration of SBI consenting to act upon funds transfer requests in the manner provided in this Agreement, we agree to indemnify and hold SBI harmless from and against any and all claims, suits, judgments, executions, liabilities, losses, damages, costs, and expenses – including our attorney's fees in connection with funds transfers made pursuant to this Agreement whether brought by me or by our representatives or by any third party.

**19. AUTHORIZED ACCOUNTS:** Any or all accounts that we maintain, intend to maintain through this account request, or may maintain in the future with the Bank.

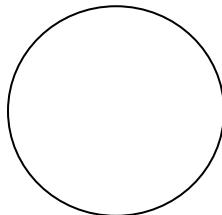
**20. TELEPHONE CALLBACK:** Individuals authorized to sign per the Specimen Signature Card are authorized to request funds transfer and receive telephone callbacks from SBI to verify funds transfer requests. Individuals mentioned on page 1 of this form are authorized to receive telephone callbacks from SBI to verify funds transfer requests.

**21. AGREEMENT TO TERMS/CONDITIONS:** The undersigned officer(s), partner(s) or principal of the business has/have read and agree(s) to the terms and conditions stated in this Funds Transfer Agreement. The undersigned further represents that I/we have full power and authority to execute and deliver agreements with respect to each bank account maintained by the business.

We execute the above Agreement.  We DO NOT execute the above Agreement.

<i>Signature of Authorized Signatory:</i>	<i>Signature of Authorized Signatory:</i>	<i>Signature of Authorized Signatory:</i>
<i>Name:</i>	<i>Name:</i>	<i>Name:</i>
<i>Designation:</i>	<i>Designation:</i>	<i>Designation:</i>
<i>Date:</i>	<i>Date:</i>	<i>Date:</i>

**Company Seal:**



**STATE BANK OF INDIA**

Deposit Section  
 460 Park Avenue, 2<sup>nd</sup> Floor  
 New York, NY 10022

Checking/ MMD / CD Account No. \_\_\_\_\_  
 (For office use)

**Specimen Signature Card of:** \_\_\_\_\_  
 (Name of the Entity)

**For security purposes, please strike through all signature blocks NOT used.**  
 This card is \_\_\_\_\_ of \_\_\_\_\_ card(s). †

Particulars	1 <sup>st</sup> Authorized Signatory	2 <sup>nd</sup> Authorized Signatory	3 <sup>rd</sup> Authorized Signatory
Name			
Designation			
Driver License No. / Passport No.* (attach photocopies)			
Issuing Authority			
Issue Date (mm/dd/yyyy)			
Expiration Date (mm/dd/yyyy)			
Office Phone Number			
Mobile Number			
Home Phone Number			
Home Address			
If U.S. Resident, SSN			
Date of Birth (mm/dd/yyyy)			
Are You Owner of the Entity?			
If Yes, % of Ownership			
With the Entity Since (mmyyyy)			
Extent of Financial Powers for Signing*			
<b>Signature</b>			
<b>Verified By SBI Official or Notary Public</b> (SBI official to affix S.S. number stamp; Notary Public to affix notarial stamp)			
<b>Date</b>			
<b>Place</b>			

† For example, 1<sup>st</sup> of 2, 2<sup>nd</sup> of 2, 1<sup>st</sup> of 3, etc.

\* For example, "Full", "Full Jointly With .....", "Up To \$.....", "Up To \$ ..... Singly and Full Jointly With .....", etc.

**RESOLUTION OF THE BOARD OF DIRECTORS**

1. The undersigned, hereby certify to STATE BANK OF INDIA, New York, that at a meeting of the Board of Directors of \_\_\_\_\_ a Company organized and existing under the laws of \_\_\_\_\_ duly called and duly held on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ the following resolutions were duly adopted, and that the said resolutions have been entered upon the regular minute book of the said Company, are in accordance with the byelaws and are now in full force and effect.

**RESOLVED:** 1. That the officers of this Company, or any one or more of them, are hereby authorized to open a bank account or accounts from time to time with the STATE BANK OF INDIA, NEW YORK or any other office of the Bank (referred to as the "Bank"), for and in the name of this Company with such title or titles as he or they may designate.

2. That the following officials

Name	Designation	Mode of operation (Singly, Jointly, any two etc.)	Extent of Financial Powers

and their successors in office, and any other person hereafter authorized to sign on behalf of this Company, are here by authorized to sign checks, drafts, notes, acceptances, and other instruments, and orders for the payment of withdrawal of moneys, credits, items and property at any time held by the Bank for account of this Company, and the Bank is hereby authorized to honor any or all thereof and other instruments and orders authorized to be paid by the Bank, including such as may bring about an overdraft and such as may be payable to or for the benefit of any signer thereof or other officer or employee individually without inquiry as to the circumstances of the issue or the disposition of the proceeds thereof and without limit as to amount.

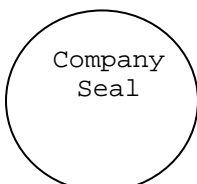
3. That the bank is hereby authorized to accept for deposit for the account of this Company for credit, or for collection, or otherwise, any or all checks, drafts, notes and other instruments of every kind indorsed by any person or by hand stamp impression in the name of this Company or without endorsement.

4. That the officers of this Company or any one or more of them singly are hereby authorized to act for this Company in all other matters and transactions relating to any of its business with the Bank.

5. That each of the foregoing resolutions and the authority thereby conferred shall remain in full force and effect until written notice of revocation or modification shall be received by the Bank; that the Secretary or any Assistant Secretary or any other officer of this Company is hereby authorized and directed to certify, under the seal of this Corporation or not, but with like effect in the latter case, to the Bank the foregoing resolutions, the names of the officers and other representatives of this Company, any changes from time to time in the said officers and representatives and specimens of their respective signatures; and that the Bank may conclusively assume that persons at any time certified to it to be officers or other representatives of this Company continue as such until receipt by the Bank of written notice to the contrary.

**IN WITNESS WHEREOF**, we have hereunto set our hand as Secretary or other authorized official and affixed the seal of the said Company this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ (place).

Secretary or other Authorized Official	<i>Signature:</i>
This certificate should be attested by a second authorized officer or director of the Company	<i>Signature:</i>



**BANK REFERENCE FORM**

**This Part To Be Filled By The Customer**

I / We authorize State Bank of India, New York to obtain information pertaining to our account noted below:

Name of the Bank	
Complete Mailing Address	
Type of Account	
Account Number	
Name on the Account	
Authorized Signature (s)	

**This Part For The Financial Institution Only**

1. Has this account relationship been satisfactory?

Yes       No

2. Additional comments about your account relationship with the customer (*if any*):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Financial Institution Certificate:

We certify that the information contained on this form is a true and complete representation of the information contained in our records for the customer's account referenced above.

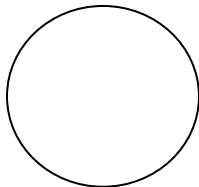
Name of the Financial Institution: \_\_\_\_\_

Signature: \_\_\_\_\_

Name & Designation of the Person Signing: \_\_\_\_\_

Date: \_\_\_\_\_ Place: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

Bank Stamp:



**Certificate of Foreign Status of Beneficial Owner  
 for United States Tax Withholding**

OMB No. 1545-1621

▶ Section references are to the Internal Revenue Code. ▶ See separate instructions.  
 ▶ Give this form to the withholding agent or payer. Do not send to the IRS.

Do not use this form for:

- A U.S. citizen or other U.S. person, including a resident alien individual . . . . . W-9
- A person claiming an exemption from U.S. withholding on income effectively connected with the conduct of a trade or business in the United States . . . . . W-8ECI
- A foreign partnership, a foreign simple trust, or a foreign grantor trust (see instructions for exceptions) . . . . . W-8ECI or W-8IMY
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession that received effectively connected income or that is claiming the applicability of section(s) 115(Z), 501(c), 892, 895, or 1443(b) (see instructions) . . . . . W-8ECI or W-8EXP

Note: These entities should use Form W-8BEN if they are claiming treaty benefits or are providing the form only to claim they are a foreign person exempt from backup withholding.

- A person acting as an intermediary . . . . . W-8IMY
- Note: See instructions for additional exceptions.

**Part I Identification of Beneficial Owner (See instructions.)**

1 Name of individual or organization that is the beneficial owner	2 Country of incorporation or organization
3 Type of beneficial owner: <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Disregarded entity <input type="checkbox"/> Partnership <input type="checkbox"/> Simple trust <input type="checkbox"/> Grantor trust <input type="checkbox"/> Complex trust <input type="checkbox"/> Estate <input type="checkbox"/> Government <input type="checkbox"/> International organization <input type="checkbox"/> Central bank of issue <input type="checkbox"/> Tax-exempt organization <input type="checkbox"/> Private foundation	
4 Permanent residence address (street, apt. or suite no., or rural route). Do not use a P.O. box or in-care-of address.	
City or town, state or province. Include postal code where appropriate.	Country (do not abbreviate)
5 Mailing address (if different from above)	
City or town, state or province. Include postal code where appropriate.	Country (do not abbreviate)
6 U.S. taxpayer identification number, if required (see instructions) <input type="checkbox"/> SSN or ITIN <input type="checkbox"/> EIN	7 Foreign tax identifying number, if any (optional)
8 Reference number(s) (see instructions)	

**Part II Claim of Tax Treaty Benefits (if applicable)**

9 I certify that (check all that apply):

- a  The beneficial owner is a resident of ..... within the meaning of the income tax treaty between the United States and that country.
- b  If required, the U.S. taxpayer identification number is stated on line 6 (see instructions).
- c  The beneficial owner is not an individual, derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits (see instructions).
- d  The beneficial owner is not an individual, is claiming treaty benefits for dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation, and meets qualified resident status (see instructions).
- e  The beneficial owner is related to the person obligated to pay the income within the meaning of section 267(b) or 707(b), and will file Form 8833 if the amount subject to withholding received during a calendar year exceeds, in the aggregate, \$500,000.

10 Special rates and conditions (if applicable—see instructions): The beneficial owner is claiming the provisions of Article ..... of the treaty identified on line 9a above to claim a ..... % rate of withholding on (specify type of income):.....  
 Explain the reasons the beneficial owner meets the terms of the treaty article: .....

**Part III Notional Principal Contracts**

11  I have provided or will provide a statement that identifies those notional principal contracts from which the income is not effectively connected with the conduct of a trade or business in the United States. I agree to update this statement as required.

**Part IV Certification**

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the beneficial owner (or am authorized to sign for the beneficial owner) of all the income to which this form relates.
- The beneficial owner is not a U.S. person.
- The income to which this form relates is not effectively connected with the conduct of a trade or business in the United States or is effectively connected but is not subject to tax under an income tax treaty, and
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner.

Sign Here ▶

.....  
 Signature of beneficial owner (or individual authorized to sign for beneficial owner) Date (MM-DD-YYYY) Capacity in which acting

