

## Contract for the opening of a joint account\*

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The Joint account agreement is entered into by and between **Swissquote Bank Ltd** (the “**Bank**”), the “**Reference Account Holder**” and the “**Additional Account Holders**” in respect of the following account:

Account number (if already known): \_\_\_\_\_

### The “Reference Account Holder” (current or first account holder):

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First name: \_\_\_\_\_ Last Name: \_\_\_\_\_

### The “Additional Account Holders”:

(In the event of a single additional account holder, please complete the fields under “Additional Account Holder no. 1” only)

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#### Additional Account Holder no. 1

First name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Street / no.: \_\_\_\_\_ Postal Code: \_\_\_\_\_

City: \_\_\_\_\_ Country: \_\_\_\_\_

Date of birth: \_\_\_\_\_ Nationality: \_\_\_\_\_

Telephone: \_\_\_\_\_ Mobile phone: \_\_\_\_\_

E-mail: \_\_\_\_\_ Profession: \_\_\_\_\_

Relationship to reference account holder (spouse, partner, father/mother, son/daughter, brother/sister,uncle/aunt, friend, other): \_\_\_\_\_

#### Additional Account Holder no. 2

First name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Street / no.: \_\_\_\_\_ Postal Code: \_\_\_\_\_

City: \_\_\_\_\_ Country: \_\_\_\_\_

Date of birth: \_\_\_\_\_ Nationality: \_\_\_\_\_

Telephone: \_\_\_\_\_ Mobile phone: \_\_\_\_\_

E-mail: \_\_\_\_\_ Profession: \_\_\_\_\_

Relationship to reference account holder (spouse, partner, father/mother, son/daughter, brother/sister,uncle/aunt, friend, other): \_\_\_\_\_

#### Additional Account Holder no. 3

First name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Street / no.: \_\_\_\_\_ Postal Code: \_\_\_\_\_

City: \_\_\_\_\_ Country: \_\_\_\_\_

Date of birth: \_\_\_\_\_ Nationality: \_\_\_\_\_

Telephone: \_\_\_\_\_ Mobile phone: \_\_\_\_\_

E-mail: \_\_\_\_\_ Profession: \_\_\_\_\_

Relationship to reference account holder (spouse, partner, father/mother, son/daughter, brother/sister,uncle/aunt, friend, other): \_\_\_\_\_

**IMPORTANT** : Once duly signed, please return this document, as well as, per Account Holder, the Automatic Exchange of Information self-certification, the FATCA/QI Self-Certification and certified copies of your passports/ID cards.

Pursuant to the General Business Conditions of the Bank, the Reference Account Holder and the Additional Account Holders (hereinafter referred to collectively as the “**Joint Account Holders**”) hereby ask the Bank to open an Account (the “**Joint Account**”) in its books according to the following terms:

1. If applicable, the Joint Account Holders hereby request that the aforementioned account, currently opened in the name of the Reference Account Holder, be converted into the Joint Account.
2. Establishment of the Beneficial Owner’s Identity (Form A pursuant to the Agreement on the Swiss banks’ code of conduct with regard to the exercise of due diligence, CDB): the Joint Account Holders, as contracting partners of the Bank, hereby declare that they are joint beneficial owners of the assets concerned. The contracting partners undertake to inform the bank, of their own accord, about any changes. It is a criminal offence to deliberately provide false information on this form (Art. 251 of the Swiss Penal Code, document forgery; penalty: imprisonment for up to five years or a fine).
3. The Joint Account Holders agree that the Joint Account shall be displayed and presented in all communications as a single account in the name of the Reference Account Holder. Moreover, it is hereby agreed by the Joint Account Holders that any information and/or notifications communicated to the Reference Account Holder shall be considered as properly and legally communicated personally to them.
4. Subject to the limitations expressed in Paragraph 8, each Joint Account Holder is entitled to give instructions individually and without any further limitation including, in particular, the right to make withdrawals or to close the Joint Account. Moreover, any power of attorney granted by a Joint Account Holder binds or commits all the other holders of the Joint Account.
5. The Joint Account Holders are jointly and severally liable for any claims asserted by the Bank in connection with the Joint Account.
6. In the event of death of one or several Joint Account Holder(s):
  - a. the Bank shall assume that the deceased Joint Account Holder(s) has/have duly informed his/her/their heirs of the existence of the Joint Account during his/her/their lifetime(s);
  - b. paragraph 4 hereof shall remain in full force and subject to no limitations whatsoever; hence, the Bank shall be entitled to execute any instructions that it may have received individually from the surviving Joint Account Holder(s) or from the heirs of the deceased Joint Account Holder(s), including instructions to close the account.
7. However, should the Bank decide – for any reason whatsoever – not to execute the instructions received from the surviving Joint Account Holder(s) or from the heirs of the deceased Joint Account Holder(s), it shall not be held liable for any damage or loss arising therefrom unless it can be proved that the Bank acted with gross negligence or showed wilful misconduct.
8. Any amendment hereto, in particular the conversion of the Joint Account into an individual account, shall be duly signed by all the Joint Account Holders.
9. The Joint Account is also governed by the provisions of both the Account Opening Contract and the General Business Conditions of the Bank. Any other contractual document, duly signed or otherwise accepted by a Joint Account Holder (in particular, the Reference Account Holder) with respect to the Joint Account, commits all the other Joint Account Holders.

**IMPORTANT** : Once duly signed, please return this document, as well as, per Account Holder, the Automatic Exchange of Information self-certification, the FATCA/QI Self-Certification and certified copies of your passports/ID cards.

**Signatures of the Joint Account holders:**

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Date

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Reference Account Holder

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Additional Account Holder no. 1

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Additional Account Holder no. 2

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Additional Account Holder no. 3

**IMPORTANT** : Once duly signed, please return this document, as well as, per Account Holder, the Automatic Exchange of Information self-certification, the FATCA/QI Self-Certification and certified copies of your passports/ID cards.

**FATCA & QI self-certification (Individual or Controlling Person)**

The Bank has entered into a so-called “Qualified Intermediary” (“QI”) Agreement and a “Foreign Financial Institution” (“FFI”) Agreement pursuant to the Agreement between Switzerland and the United States of America (“USA”) for cooperation to facilitate the implementation of the “Foreign Account Tax Compliance Act” (“FATCA”, together with the FFI Agreement, the “FATCA Regulations”) with the US tax authorities (“IRS”).

In the above-mentioned context, the Client confirms that:

- he is a “non-US person”, i.e. he is not a US citizen (be it by single, dual or multiple nationalities) **and** does not have a “resident alien” status (for example he is not holding a “Green Card” and has not been a long-term resident in the USA in the current year and the previous two years). Further, the Client confirms that he is the beneficial owner of the securities held and the income generated therewith in accordance with US tax law. In the event of an existing double taxation treaty between the USA and the Client’s country of residence, the Client asks for and the Bank grants to the Client, in principle, a reduction of the US withholding tax on income of US origin. In such a case, and depending on the circumstances, the Bank is entitled to ask for additional documentation. The Bank is also entitled to ask for further documentation if U.S. indicia are identified;
- he is a “US person”, i.e. he is a US citizen (be it by single, dual or multiple nationalities) **or** he has a “resident alien” status (for example because he is holding a “Green Card” or has been a long-term resident in the USA in the current year and the previous two years). Further, the Client confirms that he is the beneficial owner of the securities held and the income generated therewith in accordance with US tax law. If the Client is or becomes a US person, the FATCA Regulations require that the Client provides the Bank with a Form W-9. By providing a Form W-9 to the Bank, the Client accepts that the Bank shall provide, directly or indirectly, the IRS, the Bank’s withholding agents and custodians, or any related parties, with confidential and personal information about the Client and his Accounts with the Bank, such as the Client’s identity, name and address, his Tax Identification Number (“TIN”), the Account number, the Account value and income and gains as well as documents such as IRS forms. The Client hereby irrevocably consents to such disclosure and fully releases the Bank from their obligations of banking secrecy, confidentiality and/or data protection under Swiss or any other applicable law(s) which might otherwise preclude the disclosure of such information (“Banking Secrecy Waiver”).

In the case where the Client is not the beneficial owner of the securities held and the income generated therewith in accordance with US tax law, the Client shall inform the Bank and communicate the details about the beneficial owner.

Furthermore, the provisions of the **General Terms and Conditions** shall also apply.

Name	Signature
Date	

**Automatic Exchange of Information self-certification (Individual)**

On 21 July 2014, the Organisation for Economic Co-operation and Development (OECD) released a Standard for Automatic Exchange of Financial Account Information in Tax Matters. The Client understands that the Bank may need to apply enhanced due diligence procedures to record the residence for tax purposes of the Client. In the above-mentioned context and, in particular, as part of the account opening process, the Client has provided the Bank with the following information:

Name

Tax Residence 1 (country)	Tax ID 1 (if available in your country)	Nature of TAX ID* 1
<input style="width: 215px; height: 25px;" type="text"/>	<input style="width: 215px; height: 25px;" type="text"/>	<input style="width: 215px; height: 25px;" type="text"/>

Residence 2 (if applicable)	Tax ID 2 (if applicable)	Nature of TAX ID 2
<input style="width: 215px; height: 25px;" type="text"/>	<input style="width: 215px; height: 25px;" type="text"/>	<input style="width: 215px; height: 25px;" type="text"/>

Residence 3 (if applicable)	Tax ID 3 (if applicable)	Nature of TAX ID 3
<input style="width: 215px; height: 25px;" type="text"/>	<input style="width: 215px; height: 25px;" type="text"/>	<input style="width: 215px; height: 25px;" type="text"/>

\*For the nature of Tax ID, please select the appropriate choice and write it in the line intended to that effect:

- Taxpayer Identification Number (TIN);
- Other.

Date of birth

**Residence Address**

Street Address	Post Code
<input style="width: 215px; height: 25px;" type="text"/>	<input style="width: 215px; height: 25px;" type="text"/>

City	Country
<input style="width: 215px; height: 25px;" type="text"/>	<input style="width: 215px; height: 25px;" type="text"/>

The Client understands that the Bank may be required to report certain Client information as well as certain Client's account(s) information to the Swiss Federal Tax Administration (the "SFTA"). The Client understands that the SFTA may then pass on such information to the tax authorities of each jurisdiction for which the Client is regarded as a resident for tax purposes, but only to the extent that there is an agreement in place for the exchange of tax information between Switzerland and the other jurisdiction.

Furthermore, the provisions of the **General Terms and Conditions** shall also apply.

Name	Signature
Date	