

WAIVER OF CONFIDENTIALITY/  
DATA PROTECTION FOR U.S. PERSON

Waiver of Domestic Confidentiality and Data Protection Laws

Client

Name(s): \_\_\_\_\_

Relationships/Entities: \_\_\_\_\_

\_\_\_\_\_ (hereinafter collectively referred to as "the Client")

The Client maintains certain bank account(s), custodial account(s), security account(s) and/or other banking relationship(s) (the "Relationship") with Republic Bank of which the Client is a beneficiary, beneficial Owner and/or Settlor/Founder, Director, Foundation Council Member, Protector, Appointor or the holder of a Power of Attorney; and where Republic Bank may act as a Financial Institution, Fiduciary, Trust Administrator, Trustee, Protector, Company Manager and/or Administrator, Director, Officer, Registered Office and Agent, Foundation Council Member, Foundation Agent, Fund Administrator, Insurance Resident Representative, or in a similar capacity.

The Client declares that he/she/it is a "**United States Person**" as defined under applicable U.S. Tax Laws, and that he/she/it has provided Republic Bank with a duly signed **Form W-9**, Request for Taxpayer Identification Number and Certification. In the course of Client's contractual relationship with Republic Bank, Client undertakes to inform Republic Bank immediately of any changes relating to the above declaration.

As a result of various changes in the laws, regulations and rules of U.S. authorities and self-regulatory organizations including applicable U.S. Tax information and reporting requirements, the Client herewith irrevocably instructs and authorizes Republic Bank (including its affiliates and agents) to disclose whether by means of physical delivery, telephone, fax, mail, email or any other means of communication, including but not limited to electronic data transmission, information about the Relationship and/or the Client to the U.S. Internal Revenue Service ("IRS"), any U.S. regulatory authority and self-regulatory organization that regulates any of Republic Bank's banker(s) or the bank(s) where the Relationship is maintained, whether or not the accounts associated with such Relationship hold cash, securities and other assets, any third party U.S. Custodian or other U.S. agent or affiliates of such bank(s) or custodian or where Republic Bank may have an obligation because of such laws, regulations or rules to disclose client information or information of the client. This information includes in particular but is not limited to, Client or Relationship details, such as name and address, transaction information, account balances and the Form W-9 (the "Data"). For this purpose Client releases Republic Bank from any and all domestic banking confidentiality requirements which may prevent compliance with FATCA.

Further, the Client hereby expressly acknowledges and agrees to the following:

- (i) Any Data disclosed in connection with this Waiver will be subject to the laws of the U.S. and may not be covered by domestic law. Republic Bank cannot assure Client that the laws and regulations in the U.S. will necessarily offer the same level of confidentiality, bank-client confidentiality or data protection as under domestic law and may require the U.S. authorities/U.S. third parties to whom the Data is disclosed, to disclose all or any part of the Data to other authorities or third parties;
- (ii) Client acknowledges that the monies and/or securities held in Client's account, or in any custody account held by Republic Bank or its subsidiaries, agents or assigns (collectively "Republic Bank"), or as trustee of any trust or director of any corporate entity for and on Client's behalf, the income on those monies and/or securities, or transactions relating thereto, are or may become subject to tax or other duties in the U.S. Client confirms that Client will meet all taxes, duties and other financial obligations relating to Client's account(s)/Relationship with Republic Bank. Client hereby explicitly waives Client's right to any claim against Republic Bank for any losses and/or other costs resulting from or relating to any tax liability in the U.S.; and

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(iii) The provisions governing Republic Bank's Mandate or other General Terms and Conditions of service with Client also apply to this Waiver which is supplemental thereto.

\_\_\_\_\_  
Name of Client

\_\_\_\_\_  
Signature of Client

\_\_\_\_\_  
Date

Name(s)/Signature(s) of co-accountholders if joint account/relationship:-

\_\_\_\_\_  
Name/Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name/Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name/Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name/Signature

\_\_\_\_\_  
Date