

## Application to open a bank account Companies

Client number  
(Will be completed by the bank)

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Number (leave blank)	Account currency	Account type	Secondary designation (if required)	Client support
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Reference currency of the client relationship:	Securities custody account	yes	no
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Type of opening	Face-to-face interview (with a representative)	Opening by correspondence
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### Account holder

(The account holder's address must match the official domicile.)

Company / Name	Spare line
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Street	P. O. box
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Post code / Place	Country of domicile
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Date of incorporation <sup>1)</sup>

### Mailing instructions

Send to holder's address only<sup>1)</sup> (complete section 1 only)

Send to delivery address only (complete section 2 only)

Send to both holder's and delivery address (complete sections 1 and 2)

#### 1. Send to holder's address (mailing to holder)

German	English	French	Italian
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Original	Copy
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Single copy	Two copies
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Standard delivery	Retained mail <sup>2)</sup>
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### Statements

(As a general principle, a quarterly statement is prepared with individual advices.)

Daily statement	Monthly statement
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<sup>1)</sup> In the case of a blocked incorporation account, to be filled in by the bank once the incorporation process has been completed.

<sup>2)</sup> Please sign the Retained Mail Agreement.

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**2. Delivery address / Send to correspondence address**

as below (please complete in full)

Company / Name	Spare line
Street	P. O. box
Post code / Place	Country

**Send to correspondence address (correspondence mailing)**

German	English	French	Italian
Original	Copy		
Single copy	Two copies		

**Statements**

(As a general principle, a quarterly statement is prepared with individual advices.)

Daily statement                      Monthly statement

**Article I. Identifying the beneficial owner**

The account holder(s) hereby declare(s):

**(Please tick as appropriate.)**

that a third party / third parties is / are the ultimate beneficial owner(s) of the assets (complete form T no 2193 or form C no 2194 in respect of the beneficial ownership).

that one-man business is the legal form of the company and he / they are the ultimate beneficial owner(s) of the assets.

that one of the following cases either of simplified identification of beneficial owners under Article 3 DDO or of simplified due diligence requirements set out in Article 22(3) DDO is applicable:

local authority or authority in an EEA member state or in Switzerland, an EEA institution, a legal entity that is either directly or indirectly held by a local authority, authority or institution of the EEA, or a Liechtenstein citizens' cooperative (*Bürgergenossenschaft*);

provide details about the local authority, EEA authority or institution that holds the legal entity either directly or indirectly:

Name

Address

Country of domicile

Date of formation

Share in %

company listed on a stock exchange, whose equities are listed in a regulated market, or a subsidiary whose shares or voting rights are held either directly or indirectly by such a listed company (documentation must be provided from public sources that proves the stock exchange listing);

provide details about the listed company that holds the legal entity directly or indirectly:

Name

Address

Country of domicile

Date of formation

Share in %

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bank, investment firm, fund trading platform, central securities depository or insurance company that acts as a direct contracting partner and is domiciled in Liechtenstein;

bank, investment firm, fund trading platform, central securities depository or insurance company that acts as a direct contracting partner and is subject to equivalent regulations governing the combating of money laundering, organised crime and terrorist financing (FMA Communication No. 1/2012);

tax-exempt occupational pension organisation with a registered office in the EEA or Switzerland;

community of condominium owners;

community of heirs;

shares in collective investment vehicles that meet the requirements of Directive 2009/65/EC or Directive 2011/61/EU (e.g. UCITS and AIF funds), and that are subscribed to or held via a bank, investment firm, fund trading platform, central securities depository or insurance company, and that are domiciled in Liechtenstein or that are subject to equivalent regulations governing the combating of money laundering, organised crime and terrorist financing;

**Article II. US withholding tax**

Investments in US securities planned:                      no                      yes (complete US withholding tax forms)

**Article III. Restriction of bank-client confidentiality**

The contracting partner (hereinafter referred to as "the Client") is aware of and declares themselves to be in agreement with the following:

- ◆ that the statutory obligation to preserve bank client confidentiality cannot be enforced absolutely: A bank's executive bodies, employees and agents are obligated to testify and disclose information to the courts and the authorities insofar as the statutory provisions stipulate an obligation to testify or disclose information, e.g. in criminal proceedings. This shall also apply in respect of foreign courts and authorities to the extent that the Principality of Liechtenstein has undertaken to provide legal or administrative assistance to other countries;
- ◆ that the bank may be obliged to report information contained in this form as well as information about this banking-relationship to the Liechtenstein Tax Administration for onward transfer to the tax authority of the jurisdiction(s) of residence for tax purposes of the person(s) named in this form. This may apply in cases in which the jurisdictions of residence for tax purposes and the Principality of Liechtenstein have entered into agreements for the execution of automatic exchange of information.
- ◆ The bank may be obliged to furnish drawee financial institutions, participating banks and system operators, as well as the competent authorities and issuers of securities and rights, with information about the instructing client (e.g. family name, address, nationality, date / place of birth, account number or IBAN), as well as other client information (including information about the beneficial owner) and information about the payment recipient in connection with the execution of payment orders, investments in the relevant foreign country or transactions in foreign securities or rights, or in connection with payments in the relevant foreign currency. By signing this application, the Client authorises the bank to disclose this information and releases the bank from its bank-client confidentiality duty in this respect. The Client acknowledges that this information will be transferred abroad, where it may also be stored and where different statutory framework conditions apply and, in particular, where bank-client confidentiality does not apply in the same scope and less-stringent requirements apply in terms of data protection than in the Principality of Liechtenstein. In addition, the Client is also aware that due to foreign legislation and / or regulatory orders, the recipient of any details may be required to disclose the information transferred.

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**Article IV. The contracting party (hereinafter also referred to as the "client") acknowledges:**

- ◆ that the establishment of accounts and custody accounts under names or code words is purely a measure taken by the bank internally, which has no impact on the obligation to testify or disclose information to the authorities;
- ◆ that the application to open a bank account, like contracts, is not finalised until accepted by Liechtensteinische Landesbank AG, Vaduz, Liechtenstein (hereinafter referred to as the "bank");
- ◆ that it is their sole obligation to inform the bank on his own initiative and without any delay, no later than 30 days after the occurrence of change in circumstances impacting on the details and information provided in this document. In the case of such change in circumstances, the account holder must submit a new self-certification including relevant information for tax purposes.

All clients sign an application to open a bank account, or give their approval through an electronic procedure made available by the bank, when they enter into a business relationship with the bank. This application records the information used to form the basis for all additional accounts with the same designation. With their signature, or approval through an electronic procedure made available by the bank, the client confirms that the information is correct and acknowledges that the latest version of the bank's General Business Conditions, General Provisions for Payment Services, Safe Custody Regulations, Provisions Governing Savings Accounts, General Information on MiFID, principles for dealing with potential conflicts of interest and the best-execution policy in financial instruments as well as this application to open a bank account will form the commercial basis for all accounts. These Conditions may be consulted or obtained from any branch of the bank. They will also be sent to the client upon request. In addition, these Conditions may be read and downloaded on the bank's website [www.llb.li](http://www.llb.li). The client undertakes to comply with these and to oblige any of their authorised agents to comply with them.

The client acknowledges the bank's "Data protection notice for clients on the basis of the EU General Data Protection Regulation and the Liechtenstein Data Protection Act", as well as the bank's disclosures regarding sustainability, which are available in their current form at [llb.li](http://llb.li).

If the client carries out trades in financial instruments through our bank, restricting these trades only to exchange-based transactions may make it impossible to achieve the best possible result for the client. By signing, the client therefore authorises over-the-counter trading in financial instruments in respect of all bank accounts.

If, at a later point in time, the client requests additional bank accounts sharing the above designation, these shall be opened on the basis of the initial application and each given a separate number.

**Article V Account overdraft or tolerated overdraft**

The client may not allow the current account to fall into overdraft or, if an account overdraft facility has been granted, must adhere to the overdraft limit agreed with the bank. The bank may tolerate overdrafts on the client's current account. Such tolerated overdrafts (hereinafter referred to as "overdrafts" or "account overdrafts") include current account overdrafts without an overdraft facility having been granted to the client by the bank or current account overdrafts under a current account overdraft facility in excess of the amount specified under contract. The client may not use any overdrafts for the purpose of purchasing or maintaining any right of ownership over real property (including condominium owners' associations or apartment owners' associations), over existing buildings or buildings due to be erected or for the purpose of purchasing or obtaining quasi real rights. If the bank tolerates an overdraft, the overdraft must be paid back without undue delay, under all circumstances within no more than four weeks, unless agreed otherwise with the bank. The client does not have any entitlement to an account overdraft.

In the event that an overdraft is tolerated by the bank, the client shall pay debit interest for the duration of the overdraft. The relevant current debit interest rate can be obtained from the interest rate sheet "Interest rates overview" or consulted on the bank's website [www.llb.li](http://www.llb.li). For clients (incl. consumers), this debit interest rate currently amounts to 8.67% p.a. for overdrafts in Swiss francs, 10.44% p.a. for overdrafts in euros and 12.84% p.a. for overdrafts in US dollars. Interest is calculated according to the 30/360 interest calculation method.

The debit interest rate for account overdrafts is liable to change in accordance with the interest rate adjustment mechanism described below. The client will be informed about the debit interest rate by the bank on 1 January, 1 April, 1 July and 1 October. This information may also be provided on the account statement for the period in which the account falls into overdraft. The bank will publish the reference interest rates described below that are relevant for the latest interest rate adjustment on its website [www.llb.li](http://www.llb.li). In addition, the client may enquire concerning the reference interest rate on the premises of the bank.

For overdrafts in Swiss francs (CHF):

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The reference interest rate for changes to the debit interest rate for account overdrafts in Swiss francs is the Swiss Average Rate Overnight (SARON) Compound 3M. This interest rate is calculated and published daily by SIX Swiss Exchange. The debit interest rate is updated on the first day of each calendar quarter (hence on 1 January, 1 April, 1 July and 1 October of each year). It is adjusted automatically in the event of a change in the reference interest rate with effect from the respective day on which the change occurred. The reference interest rate is the last SARON Compound 3M calculated for the previous calendar quarter. The debit interest rate is determined on the basis of this reference interest rate plus an interest rate premium (margin) of 8.5 % p.a., and in the event that negative interest rates are prevailing on the market, a minimum equivalent to the interest rate premium will be owed, which will be mathematically rounded to two decimal places after the dot.

For account overdrafts in euros (EUR):

The reference interest rate for changes to the debit interest rate for account overdrafts in euros is the Euribor 3 months. This interest rate is calculated and published daily by the European Central Bank. The debit interest rate is updated on the first day of each calendar quarter (hence on 1 January, 1 April, 1 July and 1 October of each year). It is adjusted automatically in the event of a change in the reference interest rate with effect from the respective day on which the change occurred. The reference interest rate is the last Euribor 3 months calculated for the previous calendar quarter. The debit interest rate is determined on the basis of this reference interest rate plus an interest rate premium (margin) of 8.5 % p.a., and in the event that negative interest rates are prevailing on the market, a minimum equivalent to the interest rate premium will be owed, which will be mathematically rounded to two decimal places after the dot.

For account overdrafts in US dollars (USD):

The reference interest rate for changes to the debit interest rate for account overdrafts in US dollars is the 90-Day Average SOFR (Secured Overnight Financing Rate). This interest rate is calculated and published daily by the Federal Reserve Bank of New York. The debit interest rate is updated on the first day of each calendar quarter (hence on 1 January, 1 April, 1 July and 1 October of each year). It is adjusted automatically in the event of a change in the reference interest rate with effect from the respective day on which the change occurred. The reference interest rate is the last 90-Day Average SOFR calculated for the previous calendar quarter. The debit interest rate is determined on the basis of this reference interest rate plus an interest rate premium (margin) of 8.5 % p.a., and in the event that negative interest rates are prevailing on the market, a minimum equivalent to the interest rate premium will be owed, which will be mathematically rounded to two decimal places after the dot.

For account overdrafts in currencies other than CHF, EUR or USD, the respective applicable debit interest rates for account overdrafts are published on the LLB website.

In the event that a reference interest rate is no longer available as a recognised reference interest rate or is no longer published as such due to reasons beyond the bank's control, the client agrees that the bank will set the interest rate on the basis of another reference interest rate that, according to its reasonable discretion, constitutes the closest possible economical equivalent. Recognised reference interest rates, which are calculated for the purpose of making the most value-neutral possible transition from loans previously tied to the original reference interest rate, are regarded as equivalent. The bank shall inform the client concerning any such change in good time, at least three months in advance, in writing. When doing so, the bank shall inform the client concerning the name of the new reference interest rate as well as the time from which the new reference interest rate will become valid and will be applied and where the reference interest rate is publicly disclosed. The client may terminate the loan with immediate effect within six weeks of notification concerning the new reference interest rate. The bank shall grant a reasonable period for formalities to be completed.

The following will apply for applications relating to the opening of a bank account with a consumer: Any real estate liens or real burdens previously created for the bank or to be created in future, or any (abstract) promissory obligations taken on in this regard for the purpose of obtaining collateral for its claims in respect of credit or loan obligations may not be used as collateral for the bank's claims in respect of an account overdraft. This rule will prevail over any terms of a collateral agreement between the bank and the client that stipulate otherwise.

**The party undertakes to notify the bank in writing or by giving their approval through an electronic procedure made available by the Bank without delay of any changes, particularly in respect of beneficial ownership and tax-relevant information.**

**By signing or giving their approval through an electronic procedure made available by the Bank, the client acknowledges receipt of the brochures "Terms of Business of Liechtensteinische Landesbank AG", "Risks in securities trading" and "Depositor information template".**

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All legal relations between the client and the bank will be governed by Liechtenstein law.

The place of jurisdiction will be based on the mandatory legislative provisions. If no such provisions apply, it is agreed that the exclusive place of jurisdiction for all disputes and proceedings between the client and the bank and the place of performance will be Vaduz. Notwithstanding the foregoing, the bank is also entitled to exercise its rights at the registered office / place of residence of the client or before any other competent court or any other competent authority.

Place and date

**Client signature / approval**  
  
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Will be completed by the bank. Ersteller Ordernummer	Verantwortlicher Kurzzeichen, Unterschrift	Erstkontrolle Datum, Kurzzeichen, Unterschrift	Zweitkontrolle Datum, Kurzzeichen, Unterschrift
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\*Name Checking durchgeführt