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Second Session Eleventh Parliament Republic of Trinidad and Tobago

REPUBLIC OF TRINIDAD AND TOBAGO

Act No. 4 of 2017

[L.S.]

AN ACT to repeal the Tax Information Exchange Agreements Act and replace it with a Tax Information Exchange Agreements (United States of America) Act which would make provision for the implementation of agreements between Trinidad and Tobago and the United States of America providing for the exchange of information for the purposes of taxation, the validation of the sharing of personal information held by the Board of Inland Revenue or financial institutions and for related purposes

[Assented to 20th March, 2017]

Preamble

WHEREAS Trinidad and Tobago entered into a Tax Information Exchange Agreement with the United States of America on 11th January, 1989 (the 1989 Agreement):

And whereas the Tax Information Exchange Agreements Act ("the Act") was enacted in 1989 for the implementation of agreements between Trinidad and Tobago and the other States providing for the exchange of information for purposes of taxation including the 1989 TIEA:

And whereas the Act provides for the sharing of personal information of identifiable individuals without first obtaining their consent for such sharing:

And whereas the sharing of personal information of identifiable individuals without first obtaining consent for such sharing amounts to a breach of that person's right to his family and private life as guaranteed by section 4 of the Republican Constitution:

And whereas the Republican Constitution by section 5 provides that no law may abrogate, abridge or infringe or authorize the abrogation, abridgement or infringement of any of the rights contained in section 4 of the Republican Constitution:

And whereas section 13 requires any Act which seeks to abrogate, abridge or infringe or authorize the abrogation, abridgement or infringement may have effect even though inconsistent with the Constitution if the Bill relative to the Act expressly states that it is inconsistent with sections 4 and 5 of the Constitution and is passed by both Houses of Parliament with a vote of not less than three-fifths of all the members of Parliament:

And whereas the Act was passed in both Houses of Parliament with a simple majority and did not expressly state that it was inconsistent with sections 4 and 5 of the Constitution:

And whereas personal information in the possession of the Board of Inland Revenue has been shared with the Secretary of the Treasury under the 1989 TIEA without the consent of the person to whom the information relates:

And whereas it has become necessary to validate the actions of the Board of Inland Revenue in this regard:

And whereas the Inter-Governmental Agreement ("IGA") is a response to the enactment by the United States of America of an Act commonly known as "the Foreign Account Tax Compliance Act" (FACTA) which introduced a reporting regime for financial institutions with respect to certain accounts held by such financial institutions:

And whereas the Government of Trinidad and Tobago now intends to give effect to its obligations under the IGA:

And whereas the IGA provides for the sharing of personal information from an identifiable person without first obtaining consent which may amount to a breach of a person's right to his family and private life as guaranteed by section 4 of the Republican Constitution:

And whereas it is enacted *inter alia* by subsection (1) of section 13 of the Constitution that an Act of Parliament to which that section applies may expressly declare that it shall have effect even though inconsistent with sections 4 and 5 of the Constitution and, if any such Act does so declare, it shall have effect accordingly:

And whereas it is provided by subsection (2) of the said section 13 of the Constitution that an Act to which this section applies is one the Bill for which has been passed by both Houses of Parliament and at the final vote thereon in each House has been supported by the vote of not less than three-fifths of all members of that House:

And whereas it is necessary and expedient that the provisions of the Act shall have effect even though inconsistent with sections 4 and 5 of the Constitution:

Enactment

ENACTED by the Parliament of Trinidad and Tobago as follows:

PART I
PRELIMINARY

Short title

1. This Act may be cited as the Tax Information Exchange Agreements (United States of America) Act, 2017.

Commencement

2. This Act comes into operation on such date as is fixed by the President by Proclamation.

Act inconsistent with Constitution

3. This Act shall have effect even though it is inconsistent with sections 4 and 5 of the Constitution.

Interpretation

4. In this Act, unless the context otherwise requires—

"declared agreement" means the 1989 TIEA as defined in section 5 and the IGA as defined in section 9;

"former Act" means the Tax Information Exchange Agreements Act; and

Chap. 76:51

"Minister" means the Minister to whom the responsibility for finance is assigned.

PART II
1989 TIEA

Interpretation of certain words and phrases in Part II

5. For the purposes of this Part—

"1989 TIEA" means the Tax Information

Exchange Agreement entered into on 11th January, 1989 between the Government of the Republic of Trinidad and Tobago and the Government of the United States of America and which is more specifically set out in Schedule 1; Schedule 1

"competent authority" means the Board of Inland Revenue established by section 3 of the Income Tax Act;

"financial institution" has the meaning assigned to it by section 2 of the Financial Institutions Act; Chap. 79:09

"Secretary of the Treasury" means the Secretary of the Treasury or the delegate of the United States Treasury Department; and

"tax" means any tax referred to in section 6.

Taxes covered by this Part

6. (1) This part applies to the following taxes imposed by, or on behalf of the United States of America:

(a) Federal Income taxes;

(b) Federal taxes on self-employment income;

(c) Federal taxes on transfers to avoid income tax;

(d) Federal estate and gift taxes; and

(e) Federal excise taxes.

(2) This Part applies to any identical or substantially similar tax referred to in subsection (1) and which are imposed after 11th January, 1989 in addition to, or in place of the existing taxes.

(3) This Part shall not apply to taxes imposed by States, municipalities on other political subdivisions or possessions of the United States of America.

Exchange of information

7. (1) The competent authority shall exchange information with the Secretary to the Treasury in order to administer and enforce any law concerning the taxes referred to in section 6.

(2) The competent authority shall, on receipt of a request for information from the Secretary of the Treasury, provide the information so requested to the Secretary to the Treasury.

(3) Where the information in the possession of the Board is not sufficient to enable the competent authority to comply with a request under subsection (2), the competent authority shall take all relevant measures to provide the Secretary to the Treasury with the requested information.

(4) Where the competent authority believes that information requested under this section is in the possession of a financial institution, it may require the financial institution to provide the competent authority with that information and the financial institution shall provide the information in writing.

(5) Where the Secretary of the Treasury requests information, the competent authority shall provide the information in the form and manner that the Secretary of the Treasury requested the information to be provided.

(6) Where the Secretary of the Treasury requests information in the form of a deposition of a witness, authenticated copies of unedited original documents, including books, papers, statements, records, accounts and writings, and other tangible property, the competent authority shall provide the information to the same extent as it can be provided under the laws of Trinidad and Tobago.

(7) Nothing in this section authorizes the competent authority to—

(a) carry out administrative measures which conflict with the laws and administrative practices of Trinidad and Tobago;

(b) supply particular information which is not obtainable under the laws of Trinidad and Tobago; or

(c) supply information which would disclose any trade, business, industrial, commercial or professional secret or trade process.

Disclosure under this Part

8. (1) Nothing in—

(a) sections 6, 30, 31, 38, 40, 41, 46 and 69 of the Data Protection Act; Chap. 22:04

(b) section 4 of the Income Tax Act; Chap. 79:09

(c) section 55 of the Financial Institutions Act; Chap. 75:01 or

(d) any other law that restricts the sharing of personal information,

prevents the disclosure of information by the competent authority or a financial institution, where that disclosure is in accordance with, and for the purpose of giving effect to the 1989 TIEA.

(2) Where information has been obtained or received under this Part or the 1989 TIEA, a person who uses or discloses the information other than for the purposes for which it was obtained or received commits an offence and is liable—

(a) on summary conviction to a fine of one hundred thousand dollars and to imprisonment for three years; and

(b) on conviction on indictment to a fine of two hundred and fifty thousand dollars and to imprisonment for five years.

PART III

INTER-GOVERNMENTAL AGREEMENTS

Interpretation of certain words and phrases in Part III

9. (1) For the purposes of this Part—

"account holder" means—

(a) the person listed or identified as the holder of a financial account by the financial institution that maintains the account and does not include a person holding a financial account for the benefit or account of another person as agent, custodian, nominee, signatory, investment advisor or intermediary; or

(b) in the case of a cash value insurance contract or an **a**nnuity **c**ontract, any person entitled to access the cash value or change the beneficiary of the contract and where no person can access the cash value or change the beneficiary of the contract, any person named as the owner in the contract and each person with a vested entitlement to payment under the terms of the contract;

"annuity contract" means a contract—

(a) under which the issuer agrees to make payment for a period of time determined in whole or in part by reference to life-expectancy of one or more individuals; or

(b) considered to be an annuity contract in accordance with the laws, regulations or practices of the jurisdiction in which the

contract was issued and under which the issuer agrees to make payments for a term of years;

"cash value insurance contract" means an insurance contract, other than an indemnity reinsurance contract between two insurance companies, that has a cash value greater than fifty thousand dollars;

"cash value" means the greater of—

(a) the amount that the policy holder is entitled to receive upon surrender or termination of the contract, determined without reduction for any surrender charge or policy loan; and

(b) the amount the policy holder can borrow under or with regard to the contract,

but does not include an amount payable under an insurance contract as—

(c) a personal injury or sickness benefit or other benefit providing indemnification of an economic loss incurred upon the occurrence of the event ensured against;

(d) a refund to the policy holder of a previously paid premium under an insurance contract, other than a life-insurance contract, due to policy cancellation or termination, decrease in risk exposure during the effective period of the insurance contract, or arising from a redetermination of the

premium due to correction of posting or other similar error; or

(e) a policyholder dividend based upon the underwriting experience of the contract or group involved;

"competent authority" means the Board of Inland Revenue established under section 3 of the Income Tax Act; Chap. 75:01

"controlling person" means an individual who exercises control over an entity and in the case of—

(a) a trust, means the settlor, the trustees, the protector, if any, the beneficiaries or class of beneficiaries and any other individual exercising ultimate effective control over the trust; and

(b) a legal arrangement other than a trust, means persons in equivalent or similar positions;

"custodial account" means an account, other than an insurance contract or annuity contract, for the benefit of another person that holds any financial instrument or contract held for investment, including, but not limited to, a share or stock in a corporation, a note, bond, debenture, or other evidence of indebtedness, a currency or commodity transaction, a credit default swap, a swap based upon a non-financial index, a notional principal, an insurance **c**ontract or annuity contract, and any option or other derivative instrument;

"custodial institution" means an entity that holds as a substantial portion of its

business or financial assets for the account of others;

"depository account" includes any commercial, checking, savings, time, or thrift account or an account that is evidenced by a certificate of deposit, thrift certificate, investment certificate, certificate of indebtedness, or other similar instrument maintained by a financial institution in the ordinary course of a banking or a similar business and also includes an amount held by an insurance company pursuant to a guaranteed investment contract or similar agreement to pay or credit interest thereon;

"depository institution" means an entity that accepts deposits in the ordinary course of a banking or similar business;

"entity" means a legal person or legal arrangement such as a trust;

"financial account" means an account maintained by a financial institution and—

(a) in the case of an entity that is a financial institution solely because it is an investment entity, includes any equity or debt interest, other than interests that are regularly traded on an established securities market, in the financial institution;

(b) in the case of a financial institution other than a financial institution described in paragraph *(a)*, any equity or debt interest in the financial institution, other than interests that are regularly

traded on an established securities market if—

(i) the value or the debt or equity interest is determined, directly or indirectly, primarily by reference to assets that give rise to US Source Withholdable Payments; and

(ii) the class of interests was established with a purpose of avoiding reporting in accordance with the IGA;

(c) any cash value insurance contract and any annuity contract issued or maintained by a financial institution, other than a non-investment-linked, non-transferable immediate life annuity that is issued to an individual and monetizes a pension or disability benefit provided under an account that is excluded from the definition of financial account under Schedule 3;

Schedule 3

"financial institution" means a custodial institution, a depository institution, an investment entity or a specified insurance company;

"IGA" means the Inter-Governmental Agreement signed between the Government of Trinidad and Tobago and the Government of the United States of America to improve international tax

compliance and provide for the implementation of the Foreign Accounts Tax Compliance Act of the United States of America and set out specifically in Schedule 2; Schedule 2

"insurance contract" means a contract, other than an annuity contract, under which the insurer agrees to pay an amount upon the occurrence of a specified contingency involving mortality, morbidity, accident, liability or property risk;

"investment entity" means any entity that conducts as a business or is managed by an entity that conducts as a business, one or more of the following activities or operations for, or on behalf of a customer:

(a) trading in money market investments such as cheques, bills, certificates of deposit and derivatives, foreign exchange, interest rates and instruments, transferable securities or commodity futures trading;

(b) individual and collective portfolio management; or

(c) otherwise investing, administering or managing funds or money on behalf of other persons;

"non-participating financial institution" means any non-participating foreign financial institution or a financial institution deemed to be a non-participating financial institution under Schedule 2;

"non-reporting financial institution" means a financial institution or other entity

resident in Trinidad and Tobago, that is described in Schedule 2 as a non-reporting financial institution or that otherwise qualifies as a deemed compliant foreign financial institution or an exempted beneficial owner under relevant Regulations of the United State of America Treasury in effect on the date of signature of the IGA;

"Non-US entity" means an entity that is not a United States of America person;

"reportable account" means a financial account maintained by a reporting financial institution and held by one or more Specified United States Person or by a Non-US entity with one or more controlling person that is a Specified United States Person but does not include an account which, after the due diligence procedures set out in Schedule 4 are applied is not identified as a reportable account;

Schedule 4

"reporting financial institution" means any Trinidad and Tobago financial institution that is not a non-reporting financial institution;

"sensitive personal information" means, subject to subsection (4)—

(a) the name, address and USTIN of a Specified United States Person that is an account holder;

(b) the name, address and USTIN, if any, of a Non-US entity that after the application of the due diligence procedures set out in Schedule 4 is identified as having one or more controlling person that is a

Specified United States Person and the name, address and USTIN of each United States Person;

(c) the account number or functional equivalent in the absence of an account number;

(d) the name and identifying number of the reporting financial institution;

(e) the account balance or value, including, in the case of a cash value insurance contract or annuity contract, the cash value or surrender value as at the end of the relevant calendar year or the appropriate reporting period or, if the account was closed during that year, immediately before closure;

(f) in the case of a custodial account—

(i) the total gross amount of interest, the total gross amount of dividends, and the total gross amount of other income generated with respect to the assets held in the account, in each case paid or credited to the account, or with respect to the account, during the calendar year or other appropriate accounting period; and

(ii) the total gross proceeds from the sale or redemption of property paid or credited to the

account during the calendar year or other appropriate reporting period to which the reporting financial institution acted as a custodian, broker, nominee or otherwise as an agent for the account holder;

(g) in the case of a depository account, the total gross amount of interest paid or credited to the account during the calendar year or other appropriate reporting period; and

(h) in the case of any account not distributed in paragraph *(f)* or *(g)*, the total gross amount paid or credited to the account holder with respect to the account during the calendar year or other appropriate reporting period with respect to which the reporting financial institution is the obligor or debtor including the aggregate amount of any redemption payment made to the account holder during the calendar year or other appropriate reporting period;

"specified insurance company" means any entity that is an insurance company, or the holding company of an insurance company, that issues or is obligated to make payments with respect to, a cash value insurance contract or an annuity contract;

"Specified United States Person" means a United States person other than—

(a) a corporation, the stock of which is regularly traded on one or more established securities market;

(b) any corporation that is a member of the same expanded affiliated group, as defined in section 147*(e)*(2) of the United States Internal Revenue Code, as a corporation described in paragraph *(a)*;

(c) the United States of America or any wholly owned agency or instrumentality thereof;

(d) any State of the United States of America and United States Territory, any political subdivision of any of the foregoing, or any wholly owned agency or instrumentality of any one or more of the persons referred to in paragraphs *(a)* to *(c)*;

(e) any organization exempt from taxation under section 501*(a)* of the United States Internal Revenue Code or an individual retirement plan as defined in section 7701*(a)*(37) of the United States Internal Revenue Code;

(f) any bank as defined in section 581 of the United States Internal Revenue Code;

(g) any real estate investment trust as defined in section 856 of the United States Internal Revenue Code;

(h) any regulated investment company as defined by section 851 of the United States Internal Revenue Code or any entity registered with the United States

Securities and Exchange Commission under the Investment Company Act, 1940 of the United States of America, 15USC80a-64;

(i) any common trust fund as defined in section 584*(a)* of the United States Internal Revenue Code;

(j) any trust that is exempt from tax under section 664*(c)* of the United States Internal Revenue Code or that is described in section 4947*(a)*(1) of the United States Internal Revenue Code;

(k) a dealer in securities, commodities or derivative financial instruments including national principal contracts, futures, forwards and options, that is registered as such under the laws of the United States of America or any State of the United States of America;

(l) a broker as defined in section 6045*(c)* of the United States Internal Revenue Code; or

(m) any tax-exempt trust under a plan that is described in section 403*(b)* or section 457*(g)* of the United States Internal Revenue Code;

"United States Person" means a citizen of the United States of America or resident individual, a partnership or corporation organized in the United States of America or under the laws of the United States of America or any State thereof, a trust if—

(a) a court within the United States of America would have authority under applicable law to render

orders or judgments concerning substantially all issues regarding administration of the trust; and

(b) one or more United States Person has the authority to control all substantial decisions of the trust, or an estate of a decedent that is a citizen or resident of the United States of America;

"U.S. Source Withholdable Payment" means any payment of interest, including any original issue discount, dividends, rents, salaries, wages, premiums, annuities, compensations, remunerations, emoluments and other fixed or determinable annual or periodical gains, profits and income, if such payment is from sources within the United States of America but does not include any payment that is not treated as a withholdable payment in the relevant United States Treasury Regulations; and

"USTIN" means a United States Federal taxpayer identifying number.

(2) For the purpose of the definition of "custodian institution", an entity holds financial assets for the account of others as a substantial portion of its business if, the gross income of the entity is attributable to the holding of financial assets and related financial services equals or exceeds twenty per cent of the gross income during the shorter of—

(a) the three-year period that ends on December 31, or the final day of a non-calendar year accounting period, prior to the year in which the determination is being made; or

(b) the period during which the entity has been in existence.

(3) For the purpose of the definition of "financial account"—

(a) interests are "regularly traded" if there is a meaningful volume of trading with respect to the interests on an ongoing basis;

(b) "established securities market" means an exchange that is officially recognized and supervised by a governmental authority in which the market is located and that has a meaningful annual value of shares traded on the exchange; and

(c) an interest in a financial institution is not regularly traded and shall from 1st January, 2016 be treated as a financial account if the holder of the interest, other than a financial institution acting as an intermediary, is registered on the books of such financial institution after 1st July, 2014.

(4) For the purposes of this Part, the definition of "sensitive personal information" in respect of information obtained or exchanged—

(a) for the year 2014, is the information described in paragraphs *(a)* to *(e)* of the definition of "sensitive personal information" set out in subsection (1);

(b) for the year 2015, is the information described in the definition of "sensitive personal information" set out in subsection (1), except for gross proceeds described in subparagraph *(f)*(ii) of that definition; and

(c) for the year 2016 and subsequent years, is the information described in the definition of "sensitive personal information" set out in subsection (1).

Processing of sensitive personal information

10. Notwithstanding sections 6, 38 and 40 of the Data Protection Act, a financial institution may, for the purpose of the IGA, process sensitive personal information collected by it in the normal course of business where the account holder of a reportable account is a United States Person.

Receipt of information by competent authority

11. (1) Notwithstanding sections 6, 30 and 31 of the Data Protection Act, the competent authority shall for the purpose of the IGA, receive from a financial institution, sensitive personal information on a United States Person in respect of reportable accounts.

(2) Where the competent authority receives sensitive personal information under subsection (1) in respect of a reportable account it shall keep such information confidential and unless the competent authority is permitted to disclose that information under this Act, it shall not disclose that information without the consent of the person to whom that information relates.

Disclosure of personal information to United States Treasury

12. (1) Notwithstanding section 46 of the Data Protection Act, sensitive personal information received by the competent authority under this Part in respect of a reportable account may be disclosed to the Secretary of the United States Treasury in accordance with this Act even if the individual to whom the information relates has not consented to the disclosing of his information or the United States of America does not have comparable safeguards as required by the Data Protection Act.

(2) The disclosure of sensitive personal information under this section shall be done annually on an automatic basis.

Financial Institutions to forward sensitive personal information

13. Notwithstanding sections 6, 41 and 69 of the Data Protection Act, a financial institution may forward to the competent authority sensitive personal information of an account holder in respect of a

reportable account held by the financial institution for the purposes of the IGA without the consent of the account holder.

Reporting financial institution to characterize payments

14. A reporting financial institution shall determine the amount and characterisation of payments with respect to a United States reportable account on its records for the purposes of the exchange of sensitive personal information in accordance with the tax laws of Trinidad and Tobago.

Reported currency required

15. A financial institution shall when disclosing sensitive personal information, for the purpose of this Part identify the currency in which each relevant amount is denominated.

USTIN information not required in certain circumstances

16. (1) Notwithstanding section 12 with respect to a reportable account that is maintained by a reporting financial institution, it is not necessary for a reporting financial institution to obtain and exchange the USTIN of an account holder if such information is not in the records of the reporting financial institution.

(2) Where a USTIN of an account holder is not in the records of a reporting financial institution in which the reportable account of the account holder is held, the reporting financial institution shall, where the date of birth of the account holder information is in its records, include it in the information to be exchanged.

Timeline for forwarding sensitive information

17. (1) A reporting financial institution shall forward sensitive personal information on an account holder in respect of a reportable account to the competent authority within nine months after the end of the calendar year to which the sensitive personal information relates for onward transmission by the competent authority to the Secretary of the United States Treasury in accordance with section 12.

(2) Where the reporting period occurs prior to the commencement of this Act, a reporting financial institution shall forward the sensitive personal information on the 30th April after the obligation of the competent authority under the IGA takes effect.

(3) A reporting financial institution shall notify an account holder in respect of a reportable account that sensitive personal information relating to that person which is required to be reported under this section has been reported to the competent authority and will be transferred to the Secretary to the United States Treasury in accordance with the IGA.

(4) The Notification under subsection (3) shall be made by 31st January in the calendar year following the first year in which the account held by the individual became a reportable account maintained by the reporting financial institution and was forwarded under subsection (1).

(5) A Notification under subsection (3) shall be in the form prescribed by the Minister by Order.

Competent Authority and US Treasury Agreement

18. (1) The competent authority shall enter into an Agreement with the Secretary of the United States Treasury—

(a) for the establishment of procedures for the automatic exchange of sensitive personal information under section 12;

(b) to set out rules and procedures as may be necessary for the collaboration on compliance with, and enforcement of matters arising under this Act; and

(c) for the establishment, as necessary, of procedures for the exchange of the information provided to the competent authority on the name of each non-reporting financial institution to which a reporting financial institution has made payment and the aggregate amount of such payments for the years 2015 and 2016.

(2) Where an Agreement under subsection (1) provides for its publication, it shall be laid in Parliament within two months after the date of signature of the Agreement by both parties.

Minor and administrative errors

19. Where the competent authority has reasons to believe that administrative or other minor errors may have—

(a) led to incorrect or incomplete information being disclosed under section 12; or

(b) resulted in other infringements to the IGA,

the competent authority shall notify the Secretary of the United States Treasury.

Significant non-compliance

20. The competent authority shall, where it has determined that there is significant non-compliance with the IGA by a reporting financial institution, notify the Secretary of the United States Treasury.

Mutual Agreement procedure and costs to apply

21. Subject to section 18, the provisions of Article 5 of the Agreement between the Government of the Republic of Trinidad and Tobago and the Government of the United States of America for the Exchange of Information with respect to taxes, which provides for mutual agreement procedure and costs, apply to this Part.

Disclosure under Chap. 75:01, 79:09 and other enactments

22. Nothing in—

(a) section 4 of the Income Tax Act;

(b) section 55 of the Financial Institutions Act; or

(c) any other law that restricts the sharing of personal information,

prevents the disclosure of information by the competent authority or a financial institution, where that disclosure is in accordance with, and for the purpose of giving effect to this Part or the IGA.

Penalty for disclosure under this Part

23. Where information has been obtained or received under this Part, a person who uses or discloses the information other than for the purposes for which it was

obtained or received commits an offence and is liable—

(a) on summary conviction to a fine of one hundred thousand dollars and to imprisonment for three years; and

(b) on conviction on indictment to a fine of two hundred and fifty thousand dollars and to imprisonment for five years.

PART IV

RELATED AMENDMENTS

Chap. 75:01 amended

24. The Income Tax Act is amended by—

(a) deleting section 117(6); and

(b) inserting after section 117 the following new section:

"Tax Information Exchange Agreements

117A. (1) The Board is authorized to require—

(a) any financial information and other information; and

(b) any financial institution or any officer of the financial institution to appear before it to give evidence or be examined under oath or otherwise;

(c) any supporting documentation in respect of paragraph *(a)* or *(b)*,

for the purpose of the Tax Information Exchange Agreements (United States of America) Act, 2017 and other enactments for a similar purpose.

(2) A financial institution which fails or whose officer fails to comply with a requirement under subsection (1) commits an offence.".

Chap. 79:02 amended

25. The Central Bank Act is amended—

(a) in section 2, by inserting after the definition of "corporation" the following definition:

" "declared agreement" means the 1989 TIEA as defined in section 5 of the Tax Information Exchange Agreements (United States of America) Act, 2017 and the 2016 IGA as defined in section 9 of the Tax Information Exchange Agreements (United States of America) Act, 2017;";

(b) in section 36—

(i) in paragraph *(bb),* by deleting the word "and";

(ii) in paragraph *(cc),* by deleting the word "." and substituting the word "; and"; and

(iii) by inserting after paragraph *(cc)* the following new paragraph:

"*(dd)* supervise financial institutions and insurance companies on the implementation of declared agreements.".

26. The Financial Institutions Act is amended— Chap. 79:09 amended

(a) in section 2, by inserting in the appropriate alphabetical sequence the following new definitions:

" "Board of Inland Revenue" means the Board of Inland Revenue established by section 3 of the Income Tax Act;

"declared agreement" means the 1989 TIEA as defined in section 5 of the Tax Information Exchange Agreements (United States of America) Act, 2017 and the IGA as defined in section 9 of the Tax Information Exchange Agreements (United States of America) Act, 2017;"; Chap. 75:01

(b) in section 8—

(i) by inserting after subsection (2) the following new subsections:

" (2A) The Central Bank may disclose information referred to in subsection (1) to the Board of Inland Revenue in order to give effect to the Tax Information Agreements (United States of America) Act, 2017.

(2B) The information referred to in subsection (1) may be utilized by the Central Bank as required to give effect to its powers under the Tax Information Exchange Agreements (United States of America) Act, 2017."; and

(ii) in subsection (3), by deleting the words "subsection (2), the Central Bank may enter into a Memorandum of Understanding with" and substituting the words "subsections (2), (2A) and (2B), the Central Bank may enter into a Memorandum of Understanding with the Board of Inland Revenue,";

(c) in section 10, by—

(i) renumbering section 10 as section 10(1);

(ii) in subsection (1) as renumbered by—

(A) deleting the words "; and" at the end of paragraph *(c)* and substituting the word ";";

(B) deleting the word "." at the end of paragraph *(d)* and substituting the words "; and"; and

(C) inserting at the end of paragraph *(d)*, the following new paragraph:

"*(e)* to give effect to a declared agreement."; and

(iii) by inserting after subsection (1) as renumbered the following new subsection:

" (2) Guidelines made under subsection (1)*(e)* shall be subject to the approval of the Minister and laid in Parliament at the earliest opportunity."; and

(d) in section 86, by inserting after subsection (1) the following new subsection:

" (1A) Notwithstanding any other action or remedy available under this Act, if the Board of Inland Revenue indicates to the Inspector, that—

(a) a licensee or financial holding company;

(b) a controlling shareholder or significant shareholder of a licensee; or

(c) any director, officer, financial holding company, controlling shareholder or significant share-holder of a licensee,

has failed to give effect to or comply with a declared agreement, the Inspector may direct any person referred to in paragraph *(a)*, *(b)* or *(c)* to give effect to, comply with or perform such acts as may be necessary for compliance with a declared agreement.".

27. The Securities Act is amended in— Chap. 83:02 amended

(a) section 4, by inserting after the definition of "control" the following new definition:

" "declared agreement" means the 1989 TIEA as defined in section 5 of the Tax Information Exchange Agreements (United States of America) Act, 2017 and the IGA as defined in section 9 of the Tax Information Exchange Agreements (United States of America) Act, 2017;";

(b) section 7, by inserting after paragraph *(j)* the following new paragraph:

"*(ja)* formulate, prepare and publish guidelines in respect of declared agreements;";

(c) section 14(2)—

(i) in subparagraph *(b)*(iii), by inserting after the words "Intelligence Unit", the words "the competent authority in respect of a declared agreement,"; and

(ii) by deleting the words "or similar legislation of a foreign jurisdiction" and substituting the words "similar legislation of a foreign jurisdiction or a declared agreement";

(d) in section 19(1), by inserting after the words "Unit," the words "the competent authority in respect of a declared agreement";

(e) in section 89(1)*(a)*, by inserting after the words "this Act," the words "a declared agreement,";

(f) in section 90(1)—

(i) in paragraph *(c)*, by deleting the words "; and" and substituting the word ";";

(ii) in paragraph *(d)*, by deleting the word ";" and substituting the words "; and"; and

(iii) by inserting after paragraph *(d)* the following new paragraph:

"*(e)* has breached any requirement or failed to comply with guidelines

relating to a declared agreement,"; and

(g) in section 146—

(i) in subsection (1), by inserting after the words "compliance with", the words "a declared agreement"; and

(ii) by inserting after subsection (2) the following new subsection:

" (2A) Guidelines issued in respect of declared agreements shall be subject to the approval of the Minister and laid in Parliament at the earliest opportunity.".

28. The Insurance Act is amended— Chap. 84:01 amended

(a) in section 3(1), by inserting after the definition "Board" the following new definition:

" "Board of Inland Revenue" means the Board of Inland Revenue established by section 3 of the Income Tax Act;";

(b) in section 6A—

(i) by renumbering section 6A as 6A(1); and

(ii) by inserting after subsection (1) as renumbered, the following subsections:

" (2) The Central Bank may disclose information referred to in subsection (1) to the Board of Inland Revenue in order to give effect to the Tax Information Exchange Agreements (United States of America) Act, 2017.

(3) The information referred to in subsection (1) may be utilized by the Central Bank as required to give effect to its powers under the Tax Information Exchange Agreements (United States of America) Act, 2017."; and

(c) in section 65, by inserting after subsection (1) the following new subsection:

" (1A) Notwithstanding any other action or remedy available under this Act, if the Board of Inland Revenue indicates to the Inspector, that a registrant or an officer, other employee or agent of the registrant has breached any requirement or failed to comply with guidelines related to a declared agreement, the Inspector may direct a registrant or an officer, other employee or agent of the registrant to give effect, comply with or perform such acts as may be necessary for compliance with a declared agreement.";

(d) by inserting after section 214 the following new section:

"Central Bank to issue guidelines for declared agreements

215 (1) The Central Bank may issue guidelines on any matter it considers necessary to give effect to a declared agreement.

(2) Where guidelines are issued under subsection (1), a declared agreement shall have the meaning assigned to it under section 3 of the Tax Information Exchange Agreements (United States of America) Act, 2017.

(3) Where a person has failed to comply with guidelines issued by the Central Bank under subsection (1), the Central Bank shall direct that person to—

(a) cease and or refrain from committing the act, pursuing the course of conduct, or committing a violation; or

(b) perform such acts as in the opinion of the Central Bank are necessary to remedy the situation; and

(c) perform such acts as are required to give effect to a declared agreement.

(4) Guidelines made under this section shall be subject to the approval of the Minister and laid in Parliament at the earliest opportunity.".

PART V

MISCELLANEOUS

Minister to amend

29. (1) The Minister may by Order, where the parties modify—

(a) the 1989 TIEA in Schedule 1; or

(b) the IGA or its annexes in Schedule 2,

amend the 1989 TIEA or the IGA or its annexes contained in Schedule 1 or Schedule 2, respectively.

(2) An Order under subsection (1) shall be subject to negative resolution of Parliament.

Immunity from suit

30. The competent authority or any person acting under its authority or direction who discloses

confidential information in compliance with this Act shall not be taken as having committed an offence under the provisions of any written law relating to confidentiality by reason only of that disclosure.

Annual Report

31. The Minister shall cause to be laid in Parliament an annual report on the operations of the competent authority within three months after the date for the automatic transmission of information under the provisions of this Act or, if Parliament is not in session, within one month after the commencement of the next session.

Regulations

32. (1) The Minister may make regulations for the purpose of giving effect to anything required to be done under this Act.

(2) Regulations made under subsection (1) shall be subject to negative resolution of Parliament.

Validation of actions of the competent authority

33. All acts or things purportedly done in good faith by the Board pursuant to the former Act prior to the coming into operation of this Act, shall be deemed to have been lawfully and validly done, to the extent it would have been lawfully and validly done if the Board had the power to so do under the former Act.

Chap. 76:51 repealed

34. The former Act is repealed.

SCHEDULE 1

(Section 5)

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF TRINIDAD AND TOBAGO AND THE UNITED STATES OF AMERICA FOR THE EXCHANGE OF INFORMATION WITH RESPECT TO TAXES

The Government of the Republic of Trinidad and Tobago and the Government of the United States of America, desiring to conclude an Agreement for the exchange of information with respect to taxes (hereinafter referred to as the "Agreement"), have agreed as follows:

ARTICLE 1

OBJECT AND SCOPE OF THE AGREEMENT

1. The Contracting States shall assist each other to assure the accurate assessment and collection of taxes, to prevent fiscal fraud and evasion, and to develop improved information sources for tax matters. The Contracting States shall provide assistance through exchange of information authorised pursuant to Article 4 and such related measures as may be agreed upon by the competent authorities pursuant to Article 5.

2. Information shall be exchanged to fulfil the purpose of this Agreement without regard to whether the person to whom the information relates is, or whether the information is held by, a resident or national of a Contracting State.

ARTICLE 2

TAXES COVERED

1. This Agreement shall apply to the following taxes imposed by, or on behalf of a Contracting State:

(a) In the case of the United States of America—

(i) Federal income taxes

(ii) Federal taxes on self-employment income

(iii) Federal taxes on transfers to avoid income tax

(iv) Federal estate and gift taxes

(v) Federal excise taxes; and

(b) In the case of the Republic of Trinidad and Tobago—

(i) The Income Tax

(ii) The Corporation Tax

(iii) The Petroleum Profits Tax

(iv) The Unemployment Levy.

2. This Agreement shall apply also to any identical or substantially similar taxes imposed after the date of signature of the Agreement in addition to or in place of the existing taxes. The competent authority of each Contracting State shall notify the

other of significant changes in laws which may affect the obligations of that State pursuant to this Agreement.

3. This Agreement shall not apply to the extent that an action or proceeding concerning taxes covered by this Agreement is barred by the applicant State's statute of limitations.

4. This Agreement shall not apply to taxes imposed by States, municipalities or other political subdivisions, or possessions of a Contracting State.

ARTICLE 3

DEFINITIONS

1. In this Agreement, unless otherwise defined—

(a) The term "competent authority" means:

(i) in the case of the United States of America, the Secretary of the Treasury or his delegate; and

(ii) in the case of the Republic of Trinidad and Tobago, the Minister to whom the responsibility for Finance is assigned or his authorised representative.

(b) The term "national" means:

(i) any individual possessing the nationality of a Contracting State;

(ii) any legal person, partnership or association deriving its status as such from the laws in force in a Contracting State.

(c) The term "person" comprises an individual, a corporation and any other body of individuals or persons.

(d) The term "tax" means any tax to which the Agreement applies.

(e) For purposes of determining the geographical area within which jurisdiction to compel production of information may be exercised, the term "United States" means the States thereof, the District of Columbia and any United States possession or territory.

(f) For purposes of determining the geographical area within which jurisdiction to compel production of information may be exercised, the term "Republic of Trinidad and Tobago" means the islands of Trinidad and Tobago.

2. Any term not defined in this Agreement, unless the context otherwise requires or the competent authorities agree to a common meaning pursuant to the provisions of Article 5, shall have the meaning which it has under the laws of the Contracting State relating to the taxes which are the subject of this Agreement.

ARTICLE 4

EXCHANGE OF INFORMATION

1. The competent authorities of the Contracting States shall exchange information to administer and enforce the domestic laws of the Contracting States concerning taxes covered by this Agreement.

2. The competent authority of the requested State shall endeavour to provide information upon request by the competent authority of the applicant State for the purposes referred to in paragraph 1 of this Article. If the information available in the tax files of the requested State is not sufficient to enable compliance with the request, the State shall take all relevant measures to provide the applicant State with the information requested. The competent authorities of the Contracting States have authority to obtain and shall provide information from financial institutions. Privileges under the laws or practices of the applicant State shall not apply in the execution of a request but shall be preserved for resolution by the applicant State.

3. If information is requested by a Contracting State pursuant to paragraph 2 of this Article, the requested State shall endeavour to obtain the information requested in the same manner, and provide it in the same form, as if the tax of the applicant State were the tax of the requested State and were being imposed by the requested State. If specifically requested by the competent authority of a Contracting State, the competent authority of the other Contracting State shall endeavour to provide information under the Article in the form of depositions of witnesses, authenticated copies of unedited original documents (including books, papers, statements, records, accounts and writings) and other tangible property to the same extent such depositions, documents and property can be obtained under the laws and administrative practices of such other State with respect to its own taxes.

4. The provisions of the preceding paragraphs shall not be construed so as to impose on a Contracting State the obligation—

(a) to carry out administrative measures at variance with the laws and administrative practice of that State or of the other Contracting State;

(b) to supply particular items of information which are not obtainable under the laws or in the normal course of the administration of that State or of the other Contracting State;

(c) to supply information which would disclose any trade, business, industrial, commercial or professional secret or trade process;

(d) to supply information the disclosure of which would be contrary to public policy (order public);

(e) to supply information requested by the applicant State to administer or enforce a provision of the tax law of the applicant State, or any requirement connected therewith, which discriminates against a national of the requested State. A provision of tax law, or connected requirement, will be considered to be discriminatory against a national of the requested State if it is more burdensome with respect to a national of the requested State than with respect to a national of the applicant State in the same circumstances. For purposes of the preceding sentence, a national of the applicant State who is subject to tax on worldwide income is not in the same circumstances as a national of the requested State who is not subject to tax on worldwide income. The provisions of this subparagraph shall not be construed to prevent the exchange of information with respect to the taxes imposed by the United States or by the Republic of Trinidad and Tobago on branch profits (i.e., dividend equivalent and/or excess interest amounts) or on the premium income of non-resident insurers or foreign insurance companies.

5. Except as provided in paragraph 4 of this Article, the provisions of the preceding paragraphs shall be construed so as to impose on a Contracting State the obligation to use all legal means and its best efforts to execute a request. A Contracting State may, in its discretion, take measures to obtain and transmit to the other State information which, pursuant to paragraph 4 of this Article, it has no obligation to transmit.

6. The competent authority of the requested State shall allow representatives of the applicant State to enter the requested State to interview individuals and examine books and records with the consent of the individuals contacted.

7. Any information received by a Contracting State shall be treated as secret in the same manner as information obtained under the domestic laws of that State and shall be disclosed only to individuals or authorities (including judicial and administrative bodies) involved in the determination, assessment, collection and administration of, the recovery and collection of claims derived from, the enforcement or prosecution in respect of, or the determination of appeals in respect of, the taxes which are the subject of this Agreement, or the oversight of the above. Such individuals or authorities shall use the information only for such purposes. These individuals or authorities may disclose the information in public Court proceedings or in judicial decisions. Information shall not be disclosed to any third jurisdiction for any purpose without the consent of the Contracting State originally furnishing the information.

ARTICLE 5

MUTUAL AGREEMENT PROCEDURE AND COSTS

1. The competent authorities of the Contracting States shall agree to implement a programme to carry out the purposes of this Agreement. This programme may include, in addition to exchanges specified in Article 4, other measures to improve tax compliance, such as exchanges of technical knowhow, development of new audit techniques, identification of new areas of noncompliance and joint studies of non-compliance areas.

2. The competent authorities of the Contracting States shall endeavour to resolve by mutual agreement any difficulties or doubts arising as to the interpretation or application of this Agreement and may communicate directly for this purpose. In particular, the competent authorities may agree to a common meaning of a term and may determine when costs are extraordinary for purposes of this Article.

3. The competent authorities of the Contracting States may communicate with each other directly for the purposes of reaching an agreement under this Article.

4. Unless the competent authorities of the Contracting States otherwise agree, ordinary costs incurred in providing assistance shall be borne by the requested State and extraordinary costs incurred in providing assistance shall be borne by the applicant State.

ARTICLE 6

OTHER APPLICATIONS OF AGREEMENT

This Agreement is consistent with the standards for an exchange of information agreement described in section 274*(h)*(6)(C) of the United States Internal Revenue Code of 1986, as amended (the "Code") (relating to deductions for attendance at foreign conventions), and referred to by cross reference in section 927*(e)*(3)(A) of the Code (relating to foreign sales corporations) and section 936*(d)*(4) of the Code (relating to Puerto Rico and the possession tax credit).

ARTICLE 7

IMPLEMENTATION

A Contracting State shall enact such legislation as maybe necessary to effectuate this Agreement.

ARTICLE 8

ENTRY INTO FORCE

This Agreement shall enter into force upon an exchange of notes by the duly authorised representatives of the Contracting States confirming their mutual agreement that both sides have met all constitutional and statutory requirements necessary to effectuate this Agreement.

ARTICLE 9

TERMINATION

This Agreement shall remain in force until terminated by one of the Contracting States. Either Contracting State may terminate the Agreement at any time after the Agreement enters into force provided that at least 6 months' prior notice of termination has been given through diplomatic channels.

SCHEDULE 2

(Sections 9 and 29)

IGA AGREEMENT

Agreement between the Government of the Republic of Trinidad and Tobago and the Government of the United States of America to Improve International Tax Compliance and to Implement FATCA

Whereas, the Government of the Republic of Trinidad and Tobago and the Government of the United States of America (each, a "Party," and together, the "Parties") desire to conclude an agreement to improve international tax compliance through mutual assistance in tax matters based on an effective infrastructure for the automatic exchange of information;

Whereas, Article 4 of the Agreement between the Government of the Republic of Trinidad and Tobago and the Government of the United States of America for the Exchange of Information with Respect to Taxes, done at Port-of-Spain on January 11, 1989 (the "TIEA"), authorizes the exchange of information for tax purposes, including on an automatic basis;

Whereas, the United States of America enacted provisions commonly known as the Foreign Account Tax Compliance Act ("FATCA"), which introduce a reporting regime for financial institutions with respect to certain accounts;

Whereas, the Government of the Republic of Trinidad and Tobago is supportive of the underlying policy goal of FATCA to improve tax compliance;

Whereas, FATCA has raised a number of issues, including that Trinidad and Tobago financial institutions may not be able to comply with certain aspects of FATCA due to domestic legal impediments;

Whereas, the Government of the United States of America collects information regarding certain accounts maintained by U.S. financial institutions held by residents of Trinidad and Tobago and is committed to exchanging such information with the Government of the Republic of Trinidad and Tobago and pursuing equivalent levels of exchange, provided that the appropriate safeguards and infrastructure for an effective exchange relationship are in place;

Whereas, an intergovernmental approach to FATCA implementation would address legal impediments and reduce burdens for Trinidad and Tobago financial institutions;

Whereas, the Parties desire to conclude an agreement to improve international tax compliance and provide for the implementation of FATCA based on domestic reporting and reciprocal automatic exchange pursuant to the TIEA, and subject to the confidentiality and other protections provided for therein, including the provisions limiting the use of the information exchanged under the TIEA;

Now, therefore, the Parties have agreed as follows:

ARTICLE 1

DEFINITIONS

1. For purposes of this agreement and any annexes thereto (the "Agreement"), the following terms shall have the meanings set forth below:

(a) The term "United States" means the United States of America, including the States thereof, but does not include the U.S. Territories. Any reference to a "State" of the United States includes the District of Columbia.

(b) The term "U.S. Territory" means American Samoa, the Commonwealth of the Northern Mariana Islands, Guam, the Commonwealth of Puerto Rico, or the U.S. Virgin Islands.

(c) The term "IRS" means the U.S. Internal Revenue Service.

(d) The term "Trinidad and Tobago" means the Republic of Trinidad and Tobago.

(e) The term "Partner Jurisdiction" means a jurisdiction that has in effect an agreement with the United States to facilitate the implementation of FATCA. The IRS shall publish a list identifying all Partner Jurisdictions.

(f) The term "Competent Authority" means:

(1) in the case of the United States, the Secretary of the Treasury or his delegate; and

(2) in the case of Trinidad and Tobago, the Minister to whom the responsibility for Finance is assigned or his authorized representative.

(g) The term "Financial Institution" means a Custodial Institution, a Depository Institution, an Investment Entity, or a Specified Insurance Company.

(h) The term "Custodial Institution" means any Entity that holds, as a substantial portion of its business, financial assets for the account of others. An entity holds financial assets for the account of others as a substantial portion of its business if the entity's gross income attributable to the holding of financial assets and related financial services equals or exceeds 20 per cent of the entity's gross income during the shorter of: (i) the three-year period that ends on 31st December (or the final day of a non-calendar year accounting period) prior to the year in which the determination is being made; or (ii) the period during which the entity has been in existence.

(i) The term "Depository Institution" means any Entity that accepts deposits in the ordinary course of a banking or similar business.

(j) The term "Investment Entity" means any Entity that conducts as a business (or is managed by an entity that conducts as a business) one or more of the following activities or operations for, or on behalf of a customer:

(1) trading in money market instruments (cheques, bills, certificates of deposit, derivatives, etc.); foreign exchange; exchange, interest rate and index instruments; transferable securities; or commodity futures trading;

(2) individual and collective portfolio management; or

(3) otherwise investing, administering, or managing funds or money on behalf of other persons.

This subparagraph 1*(j)* shall be interpreted in a manner consistent with similar language set forth in the definition of "financial institution" in the Financial Action Task Force Recommendations.

(k) The term "Specified Insurance Company" means any Entity that is an insurance company (or the holding company of an insurance company) that issues, or is obligated to make payments with respect to, a Cash Value Insurance Contract or an Annuity Contract.

(l) The term "Trinidad and Tobago Financial Institution" means (i) any Financial Institution resident in Trinidad and Tobago, but excluding any branch of such

Financial Institution that is located outside Trinidad and Tobago; and (ii) any branch of a Financial Institution not resident in Trinidad and Tobago, if such branch is located in Trinidad and Tobago.

(m) The term "Partner Jurisdiction Financial Institution" means (i) any Financial Institution established in a Partner Jurisdiction, but excluding any branch of such Financial Institution that is located outside the Partner Jurisdiction; and (ii) any branch of a Financial Institution not established in the Partner Jurisdiction, if such branch is located in the Partner Jurisdiction.

(n) The term "Reporting Financial Institution" means a Reporting Trinidad and Tobago Financial Institution or a Reporting U.S. Financial Institution, as the context requires.

(o) The term "Reporting Trinidad and Tobago Financial Institution" means any Trinidad and Tobago Financial Institution that is not a Non-Reporting Trinidad and Tobago Financial Institution.

(p) The term "Reporting U.S. Financial Institution" means (i) any Financial Institution that is resident in the United States, but excluding any branch of such Financial Institution that is located outside the United States; and (ii) any branch of a Financial Institution not resident in the United States, if such branch is located in the United States, provided that the Financial Institution or branch has control, receipt, or custody of income with respect to which information is required to be exchanged under subparagraph (2)*(b)* of Article 2 of this Agreement.

(q) The term "Non-Reporting Trinidad and Tobago Financial Institution" means any Trinidad and Tobago Financial Institution, or other Entity resident in Trinidad and Tobago, that is described in Annex II as a Non-Reporting Trinidad and Tobago Financial Institution or that otherwise qualifies as a deemed-compliant FFI or an exempt beneficial owner under relevant U.S. Treasury Regulations in effect on the date of signature of this Agreement.

(r) The term "Nonparticipating Financial Institution" means a nonparticipating FFI, as that term is defined in relevant U.S. Treasury Regulations, but does not include a Trinidad and Tobago Financial Institution or

other Partner Jurisdiction Financial Institution other than a Financial Institution treated as a Nonparticipating Financial Institution pursuant to subparagraph 2*(b)* of Article 5 of this Agreement or the corresponding provision in an agreement between the United States and a Partner Jurisdiction.

(s) The term "Financial Account" means an account maintained by a Financial Institution, and includes:

(1) in the case of an Entity that is a Financial Institution solely because it is an Investment Entity, any equity or debt interest (other than interests that are regularly traded on an established securities market) in the Financial Institution;

(2) in the case of a Financial Institution not described in subparagraph 1*(s)*(1) of this Article, any equity or debt interest in the Financial Institution (other than interests that are regularly traded on an established securities market), if (i) the value of the debt or equity interest is determined, directly or indirectly, primarily by reference to assets that give rise to U.S. Source Withholdable Payments; and (ii) the class of interests was established with a purpose of avoiding reporting in accordance with this Agreement; and

(3) any Cash Value Insurance Contract and any Annuity Contract issued or maintained by a Financial Institution, other than a non-investment-linked, nontransferable immediate life annuity that is issued to an individual and monetizes a pension or disability benefit provided under an account that is excluded from the definition of Financial Account in Annex II.

Notwithstanding the foregoing, the term "Financial Account" does not include any account that is excluded from the definition of Financial Account in Annex II. For purposes of this Agreement, interests are "regularly traded" if there is a meaningful volume of trading with respect to the interests on an ongoing basis, and an "established securities market" means an exchange that is officially recognized and supervised by a governmental authority in which the market is

located and that has a meaningful annual value of shares traded on the exchange. For purposes of this subparagraph 1*(s)*, an interest in a Financial Institution is not "regularly traded" and shall be treated as a Financial Account if the holder of the interest (other than a Financial Institution acting as an intermediary) is registered on the books of such Financial Institution. The preceding sentence will not apply to interests first registered on the books of such Financial Institution prior to 1st July, 2014, and with respect to interests first registered on the books of such Financial Institution on or after 1st July, 2014, a Financial Institution is not required to apply the preceding sentence prior to 1st January, 2016.

(t) The term "Depository Account" includes any commercial, checking, savings, time, or thrift account, or an account that is evidenced by a certificate of deposit, thrift certificate, investment certificate, certificate of indebtedness, or other similar instrument maintained by a Financial Institution in the ordinary course of a banking or similar business. A Depository Account also includes an amount held by an insurance company pursuant to a guaranteed investment contract or similar agreement to pay or credit interest thereon.

(u) The term "Custodial Account" means an account (other than an Insurance Contract or Annuity Contract) for the benefit of another person that holds any financial instrument or contract held for investment (including, but not limited to, a share or stock in a corporation, a note, bond, debenture, or other evidence of indebtedness, a currency or commodity transaction, a credit default swap, a swap based upon a nonfinancial index, a notional principal contract, an Insurance Contract or Annuity Contract, and any option or other derivative instrument).

(v) The term "Equity Interest" means, in the case of a partnership that is a Financial Institution, either a capital or profits interest in the partnership. In the case of a trust that is a Financial Institution, an Equity Interest is considered to be held by any person treated as a settlor or beneficiary of all or a portion of the trust, or any other natural person exercising ultimate effective control over the trust. A Specified U.S. Person

shall be treated as being a beneficiary of a foreign trust if such Specified U.S. Person has the right to receive directly or indirectly (for example, through a nominee) a mandatory distribution or may receive, directly or indirectly, a discretionary distribution from the trust.

(w) The term "Insurance Contract" means a contract (other than an Annuity Contract) under which the issuer agrees to pay an amount upon the occurrence of a specified contingency involving mortality, morbidity, accident, liability, or property risk.

(x) The term "Annuity Contract" means a contract under which the issuer agrees to make payments for a period of time determined in whole or in part by reference to the life expectancy of one or more individuals. The term also includes a contract that is considered to be an Annuity Contract in accordance with the law, regulation, or practice of the jurisdiction in which the contract was issued, and under which the issuer agrees to make payments for a term of years.

(y) The term "Cash Value Insurance Contract" means an Insurance Contract (other than an indemnity reinsurance contract between two insurance companies) that has a Cash Value greater than $50,000.

(z) The term "Cash Value" means the greater of (i) the amount that the policyholder is entitled to receive upon surrender or termination of the contract (determined without reduction for any surrender charge or policy loan); and (ii) the amount the policyholder can borrow under or with regard to the contract. Notwithstanding the foregoing, the term "Cash Value" does not include an amount payable under an Insurance Contract as:

(1) a personal injury or sickness benefit or other benefit providing indemnification of an economic loss incurred upon the occurrence of the event insured against;

(2) a refund to the policyholder of a previously paid premium under an Insurance Contract (other than under a life insurance contract) due to policy cancellation or termination, decrease in risk exposure during the effective period of the Insurance Contract, or arising from a redetermination of the premium due to correction of posting or other similar error; or

(3) a policyholder dividend based upon the underwriting experience of the contract or group involved.

(aa) The term "Reportable Account" means a U.S. Reportable Account or a Trinidad and Tobago Reportable Account, as the context requires.

(bb) The term "Trinidad and Tobago Reportable Account" means a Financial Account maintained by a Reporting U.S. Financial Institution if: (i) in the case of a Depository Account, the account is held by an individual resident in Trinidad and Tobago and more than $10 of interest is paid to such account in any given calendar year; or (ii) in the case of a Financial Account other than a Depository Account, the Account Holder is a resident of Trinidad and Tobago, including an Entity that certifies that it is resident in Trinidad and Tobago for tax purposes, with respect to which U.S. source income that is subject to reporting under chapter 3 of subtitle A or chapter 61 of subtitle F of the U.S. Internal Revenue Code is paid or credited.

(cc) The term "U.S. Reportable Account" means a Financial Account maintained by a Reporting Trinidad and Tobago Financial Institution and held by one or more Specified U.S. Persons or by a Non-U.S. Entity with one or more Controlling Persons that is a Specified U.S. Person. Notwithstanding the foregoing, an account shall not be treated as a U.S. Reportable Account if such account is not identified as a U.S. Reportable Account after application of the due diligence procedures in Annex I.

(dd) The term "Account Holder" means the person listed or identified as the holder of a Financial Account by the Financial Institution that maintains the account. A person, other than a Financial Institution, holding a Financial Account for the benefit or account of another person as agent, custodian, nominee, signatory, investment advisor, or intermediary, is not treated as holding the account for purposes of this Agreement, and such other person is treated as holding the account. For purposes of the immediately preceding sentence, the term "Financial Institution" does not include a Financial Institution organized or incorporated in a U.S. Territory. In the case of a Cash Value Insurance Contract or an Annuity Contract, the

Account Holder is any person entitled to access the Cash Value or change the beneficiary of the contract. If no person can access the Cash Value or change the beneficiary, the Account Holder is any person named as the owner in the contract and any person with a vested entitlement to payment under the terms of the contract. Upon the maturity of a Cash Value Insurance Contract or an Annuity Contract, each person entitled to receive a payment under the contract is treated as an Account Holder.

(ee) The term "U.S. Person" means a U.S. citizen or resident individual, a partnership or corporation organized in the United States or under the laws of the United States or any State thereof, a trust if (i) a court within the United States would have authority under applicable law to render orders or judgments concerning substantially all issues regarding administration of the trust; and (ii) one or more U.S. persons have the authority to control all substantial decisions of the trust, or an estate of a decedent that is a citizen or resident of the United States. This sub-paragraph 1*(ee)* shall be interpreted in accordance with the U.S. Internal Revenue Code.

(ff) The term "Specified U.S. Person" means a U.S. Person, other than: (i) a corporation the stock of which is regularly traded on one or more established securities markets; (ii) any corporation that is a member of the same expanded affiliated group, as defined in section 1471*(e)*(2) of the U.S. Internal Revenue Code, as a corporation described in clause (i); (iii) the United States or any wholly owned agency or instrumentality thereof; (iv) any State of the United States, any U.S. Territory, any political subdivision of any of the foregoing, or any wholly owned agency or instrumentality of any one or more of the foregoing; (v) any organization exempt from taxation under section 501*(a)* of the U.S. Internal Revenue Code or an individual retirement plan as defined in section 7701*(a)*(37) of the U.S. Internal Revenue Code; (vi) any bank as defined in section 581 of the U.S. Internal Revenue Code; (vii) any real estate investment trust as defined in section 856 of the U.S. Internal Revenue Code; (viii) any regulated investment company as defined in section 851 of the U.S. Internal Revenue Code or any entity registered with the U.S. Securities

and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. 80a-64); (ix) any common trust fund as defined in section 584*(a)* of the U.S. Internal Revenue Code; (x) any trust that is exempt from tax under section 664*(c)* of the U.S. Internal Revenue Code or that is described in section 4947*(a)*(1) of the U.S. Internal Revenue Code; (xi) a dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any State; (xii) a broker as defined in section 6045*(c)* of the U.S. Internal Revenue Code; or (xiii) any tax-exempt trust under a plan that is described in section 403*(b)* or section 457*(g)* of the U.S. Internal Revenue Code.

(gg) The term "Entity" means a legal person or a legal arrangement such as a trust.

(hh) The term "Non-U.S. Entity" means an Entity that is not a U.S. Person.

(ii) The term "U.S. Source Withholdable Payment" means any payment of interest (including any original issue discount), dividends, rents, salaries, wages, premiums, annuities, compensations, remunerations, emoluments, and other fixed or determinable annual or periodical gains, profits, and income, if such payment is from sources within the United States. Notwithstanding the foregoing, a U.S. Source Withholdable Payment does not include any payment that is not treated as a withholdable payment in relevant U.S. Treasury Regulations.

(jj) An Entity is a "Related Entity" of another Entity if either Entity controls the other Entity, or the two Entities are under common control. For this purpose control includes direct or indirect ownership of more than 50 per cent of the vote or value in an Entity. Notwithstanding the foregoing, Trinidad and Tobago may treat an Entity as not a Related Entity of another Entity if the two Entities are not members of the same expanded affiliated group as defined in section 1471*(e)*(2) of the U.S. Internal Revenue Code.

(kk) The term "U.S. TIN" means a U.S. federal taxpayer identifying number.

(ll) The term "Trinidad and Tobago TIN" means a Trinidad and Tobago taxpayer identifying number.

(mm) The term "Controlling Persons" means the natural persons who exercise control over an Entity. In the case of a trust, such term means the settlor, the trustees, the protector (if any), the beneficiaries or class of beneficiaries, and any other natural person exercising ultimate effective control over the trust, and in the case of a legal arrangement other than a trust, such term means persons in equivalent or similar positions. The term "Controlling Persons" shall be interpreted in a manner consistent with the Financial Action Task Force Recommendations.

2. Any term not otherwise defined in this Agreement shall, unless the context otherwise requires or the Competent Authorities agree to a common meaning (as permitted by domestic law), have the meaning that it has at that time under the law of the Party applying this Agreement, any meaning under the applicable tax laws of that Party prevailing over a meaning given to the term under other laws of that Party.

ARTICLE 2

Obligations to obtain and exchange information with respect to Reportable Accounts

1. Subject to the provisions of Article 3 of this Agreement, each Party shall obtain the information specified in paragraph 2 of this Article with respect to all Reportable Accounts and shall annually exchange this information with the other Party on an automatic basis pursuant to the provisions of Article 4 of the TIEA.

2. The information to be obtained and exchanged is:

(a) In the case of Trinidad and Tobago with respect to each U.S. Reportable Account of each Reporting Trinidad and Tobago Financial Institution:

(1) the name, address, and U.S. TIN of each Specified U.S. Person that is an Account Holder of such account and, in the case of a Non-U.S. Entity that, after application of the due diligence procedures set forth in Annex I, is identified as having one or more Controlling Persons that is a Specified U.S. Person, the name, address, and U.S. TIN (if any) of such entity and each such Specified U.S. Person;

(2) the account number (or functional equivalent in the absence of an account number);

(3) the name and identifying number of the Reporting Trinidad and Tobago Financial Institution;

(4) the account balance or value (including, in the case of a Cash Value Insurance Contract or Annuity Contract, the Cash Value or surrender value) as of the end of the relevant calendar year or other appropriate reporting period or, if the account was closed during such year, immediately before closure;

(5) in the case of any Custodial Account:

(A) the total gross amount of interest, the total gross amount of dividends, and the total gross amount of other income generated with respect to the assets held in the account, in each case paid or credited to the account (or with respect to the account) during the calendar year or other appropriate reporting period; and

(B) the total gross proceeds from the sale or redemption of property paid or credited to the account during the calendar year or other appropriate reporting period with respect to which the Reporting Trinidad and Tobago Financial Institution acted as a custodian, broker, nominee, or otherwise as an agent for the Account Holder;

(6) in the case of any Depository Account, the total gross amount of interest paid or credited to the account during the calendar year or other appropriate reporting period; and

(7) in the case of any account not described in subparagraph 2*(a)*(5) or 2*(a)*(6) of this Article, the total gross amount paid or credited to the Account Holder with respect to the account

during the calendar year or other appropriate reporting period with respect to which the Reporting Trinidad and Tobago Financial Institution is the obligor or debtor, including the aggregate amount of any redemption payments made to the Account Holder during the calendar year or other appropriate reporting period.

(b) In the case of the United States, with respect to each Trinidad and Tobago Reportable Account of each Reporting U.S. Financial Institution:

(1) the name, address, and Trinidad and Tobago TIN of any person that is a resident of Trinidad and Tobago and is an Account Holder of the account;

(2) the account number (or the functional equivalent in the absence of an account number);

(3) the name and identifying number of the Reporting U.S. Financial Institution;

(4) the gross amount of interest paid on a Depository Account;

(5) the gross amount of U.S. source dividends paid or credited to the account; and

(6) the gross amount of other U.S. source income paid or credited to the account, to the extent subject to reporting under chapter 3 of subtitle A or chapter 61 of subtitle F of the U.S. Internal Revenue Code.

ARTICLE 3

TIME AND MANNER OF EXCHANGE OF INFORMATION

1. For purposes of the exchange obligation in Article 2 of this Agreement, the amount and characterization of payments made with respect to a U.S. Reportable Account may be determined in accordance with the principles of the tax laws of Trinidad and Tobago, and the amount and characterization of payments made with respect to a Trinidad and Tobago Reportable Account may be determined in accordance with principles of U.S. federal income tax law.

2. For purposes of the exchange obligation in Article 2 of this Agreement, the information exchanged shall identify the currency in which each relevant amount is denominated.

3. With respect to paragraph 2 of Article 2 of this Agreement, information is to be obtained and exchanged with respect to 2014 and all subsequent years, except that:

(a) In the case of Trinidad and Tobago:

(1) the information to be obtained and exchanged with respect to 2014 is only the information described in subparagraphs 2*(a)*(1) through 2*(a)*(4) of Article 2 of this Agreement;

(2) the information to be obtained and exchanged with respect to 2015 is the information described in subparagraphs 2*(a)*(1) through 2*(a)*(7) of Article 2 of this Agreement, except for gross proceeds described in subparagraph 2*(a)*(5)(B) of Article 2 of this Agreement; and

(3) the information to be obtained and exchanged with respect to 2016 and subsequent years is the information described in subparagraphs 2*(a)*(1) through 2*(a)*(7) of Article 2 of this Agreement;

(b) In the case of the United States, the information to be obtained and exchanged with respect to 2014 and subsequent years is all of the information identified in subparagraph 2*(b)* of Article 2 of this Agreement.

4. Notwithstanding paragraph 3 of this Article, with respect to each Reportable Account that is maintained by a Reporting Financial Institution as of the Determination Date, and subject to paragraph 3 of Article 6 of this Agreement, the Parties are not required to obtain and include in the exchanged information the Trinidad and Tobago TIN or the U.S. TIN, as applicable, of any relevant person if such taxpayer identifying number is not in the records of the Reporting Financial Institution. In such a case, the Parties shall obtain and include in the exchanged information the date of birth of the relevant person, if the Reporting Financial Institution has such date of birth in its records.

5. Subject to paragraphs 3 and 4 of this Article, the information described in Article 2 of this Agreement shall be exchanged by the later of nine months after the end of the calendar year to which the information relates or the 30th September after the obligation of the Party to exchange information under Article 2 takes effect.

6. The Competent Authorities of Trinidad and Tobago and the United States shall enter into an agreement or arrangement under the mutual agreement procedure provided for in Article 5 of the TIEA, which shall:

(a) establish the procedures for the automatic exchange obligations described in Article 2 of this Agreement;

(b) prescribe rules and procedures as may be necessary to implement Article 5 of this Agreement; and

(c) establish as necessary procedures for the exchange of the information reported under subparagraph 1*(b)* of Article 4 of this Agreement.

7. All information exchanged shall be subject to the confidentiality and other protections provided for in the TIEA, including the provisions limiting the use of the information exchanged.

8. Following entry into force of this Agreement, each Competent Authority shall provide written notification to the other Competent Authority when it is satisfied that the jurisdiction of the other Competent Authority has in place (i) appropriate safeguards to ensure that the information received pursuant to this Agreement shall remain confidential and be used solely for tax purposes; and (ii) the infrastructure for an effective exchange relationship (including established processes for ensuring timely, accurate, and confidential information exchanges, effective and reliable communications, and demonstrated capabilities to promptly resolve questions and concerns about exchanges or requests for exchanges and to administer the provisions of Article 5 of this Agreement). The Competent Authorities shall endeavor in good faith to meet to establish that each jurisdiction has such safeguards and infrastructure in place.

9. The obligations of the Parties to obtain and exchange information under Article 2 of this Agreement shall take effect on the date of the later of the written notifications described in paragraph 8 of this Article. Notwithstanding the foregoing, if the Trinidad and Tobago Competent Authority is satisfied that the United States has the safeguards and infrastructure described in paragraph 8 of this Article in place, but additional time is necessary

for the U.S. Competent Authority to establish that Trinidad and Tobago has such safeguards and infrastructure in place, the obligation of Trinidad and Tobago to obtain and exchange information under Article 2 of this Agreement shall take effect on the date of the written notification provided by the Trinidad and Tobago Competent Authority to the U.S. Competent Authority pursuant to paragraph 8 of this Article.

10. This Agreement shall terminate 12 months following entry into force if Article 2 of this Agreement is not in effect for either Party pursuant to paragraph 9 of this Article by that date.

ARTICLE 4

APPLICATION OF FATCA TO TRINIDAD AND TOBAGO FINANCIAL INSTITUTIONS

1. **Treatment of Reporting Trinidad and Tobago Financial Institutions.** Each Reporting Trinidad and Tobago Financial Institution shall be treated as complying with, and not subject to withholding under, section 1471 of the U.S. Internal Revenue Code if Trinidad and Tobago complies with its obligations under Articles 2 and 3 of this Agreement with respect to such Reporting Trinidad and Tobago Financial Institution, and the Reporting Trinidad and Tobago Financial Institution:

(a) identifies U.S. Reportable Accounts and reports annually to the Trinidad and Tobago Competent Authority the information required to be reported in subparagraph 2*(a)* of Article 2 of this Agreement in the time and manner described in Article 3 of this Agreement;

(b) for each of 2015 and 2016, reports annually to the Trinidad and Tobago Competent Authority the name of each Nonparticipating Financial Institution to which it has made payments and the aggregate amount of such payments;

(c) complies with the applicable registration requirements on the IRS FATCA registration website;

(d) to the extent that a Reporting Trinidad and Tobago Financial Institution is (i) acting as a qualified

intermediary (for purposes of section 1441 of the U.S. Internal Revenue Code) that has elected to assume primary withholding responsibility under chapter 3 of subtitle A of the U.S. Internal Revenue Code; (ii) a foreign partnership that has elected to act as a withholding foreign partnership (for purposes of both sections 1441 and 1471 of the U.S. Internal Revenue Code); or (iii) a foreign trust that has elected to act as a withholding foreign trust (for purposes of both sections 1441 and 1471 of the U.S. Internal Revenue Code), withholds 30 per cent of any U.S. Source Withholdable Payment to any Nonparticipating Financial Institution; and

(e) in the case of a Reporting Trinidad and Tobago Financial Institution that is not described in subparagraph 1*(d)* of this Article and that makes a payment of, or acts as an intermediary with respect to, a U.S. Source Withholdable Payment to any Nonparticipating Financial Institution, the Reporting Trinidad and Tobago Financial Institution provides to any immediate payor of such U.S. Source Withholdable Payment the information required for withholding and reporting to occur with respect to such payment.

Notwithstanding the foregoing, a Reporting Trinidad and Tobago Financial Institution with respect to which the conditions of this paragraph 1 are not satisfied shall not be subject to withholding under section 1471 of the U.S. Internal Revenue Code unless such Reporting Trinidad and Tobago Financial Institution is treated by the IRS as a Nonparticipating Financial Institution pursuant to subparagraph 2*(b)* of Article 5 of this Agreement.

2. **Suspension of Rules Relating to Recalcitrant Accounts.** The United States shall not require a Reporting Trinidad and Tobago Financial Institution to withhold tax under section 1471 or 1472 of the U.S. Internal Revenue Code with respect to an account held by a recalcitrant account holder (as defined in section 1471*(d)*(6) of the U.S. Internal Revenue Code), or to close such account, if the U.S. Competent Authority receives the information set forth in subparagraph 2*(a)* of Article 2 of this

Agreement, subject to the provisions of Article 3 of this Agreement, with respect to such account.

3. S**pecific Treatment of Trinidad and Tobago Retirement Plans.** The United States shall treat as deemed-compliant FFIs or exempt beneficial owners, as appropriate, for purposes of sections 1471 and 1472 of the U.S. Internal Revenue Code, Trinidad and Tobago retirement plans described in Annex II. For this purpose, a Trinidad and Tobago retirement plan includes an Entity established or located in, and regulated by, Trinidad and Tobago, or a predetermined contractual or legal arrangement, operated to provide pension or retirement benefits or earn income for providing such benefits under the laws of Trinidad and Tobago and regulated with respect to contributions, distributions, reporting, sponsorship, and taxation.

4. **Identification and Treatment of Other Deemed-Compliant FFIs and Exempt Beneficial Owners.** The United States shall treat each Non-Reporting Trinidad and Tobago Financial Institution as a deemed-compliant FFI or as an exempt beneficial owner, as appropriate, for purposes of section 1471 of the U.S. Internal Revenue Code.

5. **Special Rules Regarding Related Entities and Branches that are Nonparticipating Financial Institutions.** If a Trinidad and Tobago Financial Institution, that otherwise meets the requirements described in paragraph 1 of this Article or is described in paragraph 3 or 4 of this Article, has a Related Entity or branch that operates in a jurisdiction that prevents such Related Entity or branch from fulfilling the requirements of a participating FFI or deemed-compliant FFI for purposes of section 1471 of the U.S. Internal Revenue Code or has a Related Entity or branch that is treated as a Nonparticipating Financial Institution solely due to the expiration of the transitional rule for limited FFIs and limited branches under relevant U.S. Treasury Regulations, such Trinidad and Tobago Financial Institution shall continue to be in compliance with the terms of this Agreement and shall continue to be treated as a deemed-compliant FFI or exempt beneficial owner, as appropriate, for purposes of section 1471 of the U.S. Internal Revenue Code, provided that:

(a) the Trinidad and Tobago Financial Institution treats each such Related Entity or branch as a separate Nonparticipating Financial Institution for purposes of all the reporting and withholding requirements of this Agreement and each such Related Entity or branch identifies itself to withholding agents as a Nonparticipating Financial Institution;

(b) each such Related Entity or branch identifies its U.S. accounts and reports the information with respect to those accounts as required under section 1471 of the U.S. Internal Revenue Code to the extent permitted under the relevant laws pertaining to the Related Entity or branch; and

(c) such Related Entity or branch does not specifically solicit U.S. accounts held by persons that are not resident in the jurisdiction where such Related Entity or branch is located or accounts held by Nonparticipating Financial Institutions that are not established in the jurisdiction where such Related Entity or branch is located, and such Related Entity or branch is not used by the Trinidad and Tobago Financial Institution or any other Related Entity to circumvent the obligations under this Agreement or under section 1471 of the U.S. Internal Revenue Code, as appropriate.

6. **Coordination of Timing.** Notwithstanding paragraphs 3 and 5 of Article 3 of this Agreement:

(a) Trinidad and Tobago shall not be obligated to obtain and exchange information with respect to a calendar year that is prior to the calendar year with respect to which similar information is required to be reported to the IRS by participating FFIs pursuant to relevant U.S. Treasury Regulations;

(b) Trinidad and Tobago shall not be obligated to begin exchanging information prior to the date by which participating FFIs are required to report similar information to the IRS under relevant U.S. Treasury Regulations;

(c) the United States shall not be obligated to obtain and exchange information with respect to a calendar year that is prior to the first calendar year with respect to which Trinidad and Tobago is required to obtain and exchange information; and

(d) the United States shall not be obligated to begin exchanging information prior to the date by which Trinidad and Tobago is required to begin exchanging information.

7. **Coordination of Definitions with U.S. Treasury Regulations.** Notwithstanding Article 1 of this Agreement and the definitions provided in the Annexes to this Agreement, in implementing this Agreement, Trinidad and Tobago may use, and may permit Trinidad and Tobago Financial Institutions to use, a definition in relevant U.S. Treasury Regulations in lieu of a corresponding definition in this Agreement, provided that such application would not frustrate the purposes of this Agreement.

ARTICLE 5

COLLABORATION ON COMPLIANCE AND ENFORCEMENT

1. **Minor and Administrative Errors.** A Competent Authority shall notify the Competent Authority of the other Party when the first-mentioned Competent Authority has reason to believe that administrative errors or other minor errors may have led to incorrect or incomplete information reporting or resulted in other infringements of this Agreement. The Competent Authority of such other Party shall apply its domestic law (including applicable penalties) to obtain corrected and/or complete information or to resolve other infringements of this Agreement.

2. **Significant Non-Compliance.**

(a) A Competent Authority shall notify the Competent Authority of the other Party when the first-mentioned Competent Authority has determined that there is significant non-compliance with the obligations under this Agreement with respect to a Reporting Financial Institution in the other jurisdiction. The Competent Authority of such other Party shall apply its domestic law (including applicable penalties) to address the significant non-compliance described in the notice.

(b) If, in the case of a Reporting Trinidad and Tobago Financial Institution, such enforcement actions do not resolve the non-compliance within a period of 18 months after notification of significant non-compliance is first provided, the United States shall treat the Reporting Trinidad and Tobago Financial Institution as a Nonparticipating Financial Institution pursuant to this subparagraph 2*(b)*.

3. Reliance on Third Party Service Providers. Each Party may allow Reporting Financial Institutions to use third party service providers to fulfill the obligations imposed on such Reporting Financial Institutions by a Party, as contemplated in this Agreement, but these obligations shall remain the responsibility of the Reporting Financial Institutions.

4. Prevention of Avoidance. The Parties shall implement as necessary requirements to prevent Financial Institutions from adopting practices intended to circumvent the reporting required under this Agreement.

ARTICLE 6

MUTUAL COMMITMENT TO CONTINUE TO ENHANCE THE EFFECTIVENESS OF INFORMATION EXCHANGE AND TRANSPARENCY

1. **Reciprocity.** The Government of the United States acknowledges the need to achieve equivalent levels of reciprocal automatic information exchange with Trinidad and Tobago. The Government of the United States is committed to further improve transparency and enhance the exchange relationship with Trinidad and Tobago by pursuing the adoption of regulations and advocating and supporting relevant legislation to achieve such equivalent levels of reciprocal automatic information exchange.

2. **Treatment of Passthru Payments and Gross Proceeds.** The Parties are committed to work together, along with Partner Jurisdictions, to develop a practical and effective alternative approach to achieve the policy objectives of foreign passthru payment and gross proceeds withholding that minimizes burden.

3. **Documentation of Accounts Maintained as of the Determination Date.** With respect to Reportable Accounts maintained by a Reporting Financial Institution as of the Determination Date:

(a) The United States commits to establish, by 1st January, 2017, for reporting with respect to 2017 and subsequent years, rules requiring Reporting U.S. Financial Institutions to obtain and report the Trinidad and Tobago TIN of each Account Holder of a Trinidad and Tobago Reportable Account as required pursuant to subparagraph 2*(b)*(1) of Article 2 of this Agreement; and

(b) Trinidad and Tobago commits to establish, by January 1, 2017, for reporting with respect to 2017 and

subsequent years, rules requiring Reporting Trinidad and Tobago Financial Institutions to obtain the U.S. TIN of each Specified U.S. Person as required pursuant to subparagraph 2*(a)*(1) of Article 2 of this Agreement.

ARTICLE 7

CONSISTENCY IN THE APPLICATION OF FATCA TO PARTNER JURISDICTIONS

1. Trinidad and Tobago shall be granted the benefit of any more favorable terms under Article 4 or Annex I of this Agreement relating to the application of FATCA to Trinidad and Tobago Financial Institutions afforded to another Partner Jurisdiction under a signed bilateral agreement pursuant to which the other Partner Jurisdiction commits to undertake the same obligations as Trinidad and Tobago described in Articles 2 and 3 of this Agreement, and subject to the same terms and conditions as described therein and in Articles 5 through 9 of this Agreement.

2. The United States shall notify Trinidad and Tobago of any such more favorable terms, and such more favorable terms shall apply automatically under this Agreement as if such terms were specified in this Agreement and effective as of the date of signing of the agreement incorporating the more favorable terms, unless Trinidad and Tobago declines in writing the application thereof.

ARTICLE 8

CONSULTATIONS AND AMENDMENTS

1. In case any difficulties in the implementation of this Agreement arise, either Party may request consultations to develop appropriate measures to ensure the fulfillment of this Agreement.

2. This Agreement may be amended by written mutual agreement of the Parties. Unless otherwise agreed upon, such an amendment shall enter into force through the same procedures as set forth in paragraph 1 of Article 10 of this Agreement.

ARTICLE 9

ANNEXES

The Annexes form an integral part of this Agreement.

ARTICLE 10

TERM OF AGREEMENT

1. This Agreement shall enter into force on the date of Trinidad and Tobago's written notification to the United States that Trinidad and Tobago has completed its necessary internal procedures for entry into force of this Agreement.

2. Either Party may terminate this Agreement by giving notice of termination in writing to the other Party. Such termination shall become effective on the first day of the month following the expiration of a period of 12 months after the date of the notice of termination.

3. The Parties shall, prior to 31st December, 2018, consult in good faith to amend this Agreement as necessary to reflect progress on the commitments set forth in Article 6 of this Agreement.

In witness whereof, the undersigned, being duly authorized thereto by their respective Governments, have signed this Agreement.

Done at Port-of-Spain, in duplicate, this 19 day of August, 2016.

FOR THE GOVERNMENT OF THE REPUBLIC OF TRINIDAD AND TOBAGO:	FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:
Mr. Colm Imbert Minister of Finance	Mr. John L. Estrada Ambassador

SEAL

ANNEX I

Due Diligence Obligations for Identifying and Reporting on U.S. Reportable Accounts and on Payments to certain Nonparticipating Financial Institutions

I. **General.**

A. Trinidad and Tobago shall require that Reporting Trinidad and Tobago Financial Institutions apply the due diligence procedures contained in this Annex I to identify U.S. Reportable Accounts and accounts held by Nonparticipating Financial Institutions.

B. For purposes of the Agreement,

1. All dollar amounts are in U.S. dollars and shall be read to include the equivalent in other currencies.

2. Except as otherwise provided herein, the balance or value of an account shall be determined as of the last day of the calendar year or other appropriate reporting period.

3. Where a balance or value threshold is to be determined as of the Determination Date under this Annex I, the relevant balance or value shall be determined as of that day or the last day of the reporting period ending immediately before the Determination Date, and where a balance or value threshold is to be determined as of the last day of a calendar year under this Annex I, the relevant balance or value shall be determined as of the last day of the calendar year or other appropriate reporting period.

4. Subject to subparagraph E(1) of section II of this Annex I, an account shall be treated as a U.S. Reportable Account beginning as of the date it is identified as such pursuant to the due diligence procedures in this Annex I.

5. Unless otherwise provided, information with respect to a U.S. Reportable Account shall be reported annually in the calendar year following the year to which the information relates.

C. As an alternative to the procedures described in each section of this Annex I, Trinidad and Tobago may permit Reporting

Trinidad and Tobago Financial Institutions to rely on the procedures described in relevant U.S. Treasury Regulations to establish whether an account is a U.S. Reportable Account or an account held by a Nonparticipating Financial Institution. Trinidad and Tobago may permit Reporting Trinidad and Tobago Financial Institutions to make such election separately for each section of this Annex I either with respect to all relevant Financial Accounts or, separately, with respect to any clearly identified group of such accounts (such as by line of business or the location of where the account is maintained).

II. **Pre-existing Individual Accounts.** The following rules and procedures apply for purposes of identifying U.S. Reportable Accounts among Preexisting Accounts held by individuals ("Preexisting Individual Accounts").

A. **Accounts Not Required to Be Reviewed, Identified, or Reported.** Unless the Reporting Trinidad and Tobago Financial Institution elects otherwise, either with respect to all Pre-existing Individual Accounts or, separately, with respect to any clearly identified group of such accounts, where the implementing rules in Trinidad and Tobago provide for such an election, the following Pre-existing Individual Accounts are not required to be reviewed, identified, or reported as U.S. Reportable Accounts:

1. Subject to subparagraph E(2) of this section, a Pre-existing Individual Account with a balance or value that does not exceed $50,000 as of the Determination Date.

2. Subject to subparagraph E(2) of this section, a Pre-existing Individual Account that is a Cash Value Insurance Contract or an Annuity Contract with a balance or value of $250,000 or less as of the Determination Date.

3. A Pre-existing Individual Account that is a Cash Value Insurance Contract or an Annuity Contract, provided the law or regulations of Trinidad and Tobago or the United States effectively prevent the sale of such a Cash Value Insurance Contract or an Annuity Contract to U.S. residents (e.g., if the relevant Financial Institution does not have the required registration under U.S. law, and the law of Trinidad and Tobago requires reporting or withholding with

respect to insurance products held by residents of Trinidad and Tobago).

4. A Depository Account with a balance of $50,000 or less.

B. **Review Procedures for Pre-existing Individual Accounts With a Balance or Value as of the Determination Date, that Exceeds $50,000 ($250,000 for a Cash Value Insurance Contract or Annuity Contract), But Does Not Exceed $1,000,000 ("Lower Value Accounts").**

1. **Electronic Record Search.** The Reporting Trinidad and Tobago Financial Institution must review electronically searchable data maintained by the Reporting Trinidad and Tobago Financial Institution for any of the following U.S. indicia:

   (a) Identification of the Account Holder as a U.S. citizen or resident;

   (b) Unambiguous indication of a U.S. place of birth;

   (c) Current U.S. mailing or residence address (including a U.S. post office box);

   (d) Current U.S. telephone number;

   (e) Standing instructions to transfer funds to an account maintained in the United States;

   (f) Currently effective power of attorney or signatory authority granted to a person with a U.S. address; or

   (g) An "in-care-of" or "hold mail" address that is the sole address the Reporting Trinidad and Tobago Financial Institution has on file for the Account Holder. In the case of a Pre-existing Individual Account that is a Lower Value Account, an "in-care-of" address outside the United States or "hold mail" address shall not be treated as U.S. indicia.

2. If none of the U.S. indicia listed in subparagraph B(1) of this section are discovered in the electronic search, then no further action is required until there is a change in circumstances that results in one or more U.S. indicia being associated with the account, or the account becomes a High Value Account described in paragraph D of this section.

3. If any of the U.S. indicia listed in subparagraph B(1) of this section are discovered in the electronic search, or if there is a change in circumstances that results in one or more U.S. indicia being associated with the account, then the Reporting Trinidad and Tobago Financial Institution must treat the account as a U.S. Reportable Account unless it elects to apply subparagraph B(4) of this section and one of the exceptions in such subparagraph applies with respect to that account.

4. Notwithstanding a finding of U.S. indicia under subparagraph B(1) of this section, a Reporting Trinidad and Tobago Financial Institution is not required to treat an account as a U.S. Reportable Account if:

(a) Where the Account Holder information unambiguously indicates a U.S. place of birth, the Reporting Trinidad and Tobago Financial Institution obtains, or has previously reviewed and maintains a record of:

(1) A self-certification that the Account Holder is neither a U.S. citizen nor a U.S. resident for tax purposes (which may be on an IRS Form W-8 or other similar agreed form);

(2) A non-U.S. passport or other government-issued identification evidencing the Account Holder's citizenship or nationality in a country other than the United States; and

(3) A copy of the Account Holder's Certificate of Loss of Nationality of the United States or a reasonable explanation of:

(a) The reason the Account Holder does not have such a certificate despite relinquishing U.S. citizenship; or

(b) The reason the Account Holder did not obtain U.S. citizenship at birth.

(b) Where the Account Holder information contains a current U.S. mailing or residence address, or

one or more U.S. telephone numbers that are the only telephone numbers associated with the account, the Reporting Trinidad and Tobago Financial Institution obtains, or has previously reviewed and maintains a record of:

(1) A self-certification that the Account Holder is neither a U.S. citizen nor a U.S. resident for tax purposes (which may be on an IRS Form W-8 or other similar agreed form); and

(2) Documentary evidence, as defined in paragraph D of section VI of this Annex I, establishing the Account Holder's non-U.S. status.

(c) Where the Account Holder information contains standing instructions to transfer funds to an account maintained in the United States, the Reporting Trinidad and Tobago Financial Institution obtains, or has previously reviewed and maintains a record of:

(1) A self-certification that the Account Holder is neither a U.S. citizen nor a U.S. resident for tax purposes (which may be on an IRS Form W-8 or other similar agreed form); and

(2) Documentary evidence, as defined in paragraph D of section VI of this Annex I, establishing the Account Holder's non-U.S. status.

(d) Where the Account Holder information contains a currently effective power of attorney or signatory authority granted to a person with a U.S. address, has an "in-care-of" address or "hold mail" address that is the sole address identified for the Account Holder, or has one or more U.S. telephone numbers (if a non-U.S. telephone number is also associated with the account), the Reporting Trinidad and Tobago Financial Institution obtains, or has previously reviewed and maintains a record of:

(1) A self-certification that the Account Holder is neither a U.S. citizen nor a U.S. resident for tax purposes (which

may be on an IRS Form W-8 or other similar agreed form); or

(2) Documentary evidence, as defined in paragraph D of section VI of this Annex I, establishing the Account Holder's non-U.S. status.

C. **Additional Procedures Applicable to Pre-existing Individual Accounts That Are Lower Value Accounts.**

1. Review of Pre-existing Individual Accounts that are Lower Value Accounts for U.S. indicia must be completed within two years from the Determination Date.

2. If there is a change of circumstances with respect to a Pre-existing Individual Account that is a Lower Value Account that results in one or more U.S. indicia described in subparagraph B(1) of this section being associated with the account, then the Reporting Trinidad and Tobago Financial Institution must treat the account as a U.S. Reportable Account unless subparagraph B(4) of this section applies.

3. Except for Depository Accounts described in sub-paragraph A(4) of this section, any Pre-existing Individual Account that has been identified as a U.S. Reportable Account under this section shall be treated as a U.S. Reportable Account in all subsequent years, unless the Account Holder ceases to be a Specified U.S. Person.

D. **Enhanced Review Procedures for Pre-existing Individual Accounts With a Balance or Value That Exceeds $1,000,000 as of the Determination Date or December 31 of 2015 or Any Subsequent Year ("High Value Accounts").**

1. **Electronic Record Search.** The Reporting Trinidad and Tobago Financial Institution must review electronically searchable data maintained by the Reporting Trinidad and Tobago Financial Institution for any of the U.S. indicia described in sub-paragraph B(1) of this section.

2. **Paper Record Search.** If the Reporting Trinidad and Tobago Financial Institution's electronically searchable databases include fields for, and capture all of the information described in, subparagraph D(3) of this section, then no further paper record search is

required. If the electronic databases do not capture all of this information, then with respect to a High Value Account, the Reporting Trinidad and Tobago Financial Institution must also review the current customer master file and, to the extent not contained in the current customer master file, the following documents associated with the account and obtained by the Reporting Trinidad and Tobago Financial Institution within the last five years for any of the U.S. indicia described in sub-paragraph B(1) of this section:

(a) The most recent documentary evidence collected with respect to the account;

(b) The most recent account opening contract or documentation;

(c) The most recent documentation obtained by the Reporting Trinidad and Tobago Financial Institution pursuant to AML/KYC Procedures or for other regulatory purposes;

(d) Any power of attorney or signature authority forms currently in effect; and

(e) Any standing instructions to transfer funds currently in effect.

3. **Exception Where Databases Contain Sufficient Information.** A Reporting Trinidad and Tobago Financial Institution is not required to perform the paper record search described in subparagraph D(2) of this section if the Reporting Trinidad and Tobago Financial Institution's electronically searchable information includes the following:

(a) The Account Holder's nationality or residence status;

(b) The Account Holder's residence address and mailing address currently on file with the Reporting Trinidad and Tobago Financial Institution;

(c) The Account Holder's telephone number(s) currently on file, if any, with the Reporting Trinidad and Tobago Financial Institution;

(d) Whether there are standing instructions to transfer funds in the account to another account (including an account at another branch of the

Reporting Trinidad and Tobago Financial Institution or another Financial Institution);

(e) Whether there is a current "in-care-of" address or "hold mail" address for the Account Holder; and

(f) Whether there is any power of attorney or signatory authority for the account.

4. **Relationship Manager Inquiry for Actual Knowledge.** In addition to the electronic and paper record searches described above, the Reporting Trinidad and Tobago Financial Institution must treat as a U.S. Reportable Account any High Value Account assigned to a relationship manager (including any Financial Accounts aggregated with such High Value Account) if the relationship manager has actual knowledge that the Account Holder is a Specified U.S. Person.

5. **Effect of Finding U.S. Indicia.**

(a) If none of the U.S. indicia listed in subparagraph B(1) of this section are discovered in the enhanced review of High Value Accounts described above, and the account is not identified as held by a Specified U.S. Person in subparagraph D(4) of this section, then no further action is required until there is a change in circumstances that results in one or more U.S. indicia being associated with the account.

(b) If any of the U.S. indicia listed in subparagraph B(1) of this section are discovered in the enhanced review of High Value Accounts described above, or if there is a subsequent change in circumstances that results in one or more U.S. indicia being associated with the account, then the Reporting Trinidad and Tobago Financial Institution must treat the account as a U.S. Reportable Account unless it elects to apply subparagraph B(4) of this section and one of the exceptions in such subparagraph applies with respect to that account.

(c) Except for Depository Accounts described in subparagraph A(4) of this section, any Preexisting Individual Account that has been identified as a U.S. Reportable Account under

this section shall be treated as a U.S. Reportable Account in all subsequent years, unless the Account Holder ceases to be a Specified U.S. Person.

E. **Additional Procedures Applicable to High Value Accounts.**

1. If a Preexisting Individual Account is a High Value Account as of the Determination Date, the Reporting Trinidad and Tobago Financial Institution must complete the enhanced review procedures described in paragraph D of this section with respect to such account within one year from the Determination Date. If based on this review such account is identified as a U.S. Reportable Account on or before 31st December, 2014, the Reporting Trinidad and Tobago Financial Institution must report the required information about such account with respect to 2014 in the first report on the account and on an annual basis thereafter. In the case of an account identified as a U.S. Reportable Account after 31st December, 2014, the Reporting Trinidad and Tobago Financial Institution is not required to report information about such account with respect to 2014, but must report information about the account on an annual basis thereafter.

2. If a Pre-existing Individual Account is not a High Value Account as of the Determination Date, but becomes a High Value Account as of the last day of 2015 or any subsequent calendar year, the Reporting Trinidad and Tobago Financial Institution must complete the enhanced review procedures described in paragraph D of this section with respect to such account within six months after the last day of the calendar year in which the account becomes a High Value Account. If based on this review such account is identified as a U.S. Reportable Account, the Reporting Trinidad and Tobago Financial Institution must report the required information about such account with respect to the year in which it is identified as a U.S. Reportable Account and subsequent years on an annual basis, unless the Account Holder ceases to be a Specified U.S. Person.

3. Once a Reporting Trinidad and Tobago Financial Institution applies the enhanced review procedures described in paragraph D of this section to a High

Value Account, the Reporting Trinidad and Tobago Financial Institution is not required to reapply such procedures, other than the relationship manager inquiry described in subparagraph D(4) of this section, to the same High Value Account in any subsequent year.

4. If there is a change of circumstances with respect to a High Value Account that results in one or more U.S. indicia described in subparagraph B(1) of this section being associated with the account, then the Reporting Trinidad and Tobago Financial Institution must treat the account as a U.S. Reportable Account unless it elects to apply subparagraph B(4) of this section and one of the exceptions in such subparagraph applies with respect to that account.

5. A Reporting Trinidad and Tobago Financial Institution must implement procedures to ensure that a relationship manager identifies any change in circumstances of an account. For example, if a relationship manager is notified that the Account Holder has a new mailing address in the United States, the Reporting Trinidad and Tobago Financial Institution is required to treat the new address as a change in circumstances and, if it elects to apply subparagraph B(4) of this section, is required to obtain the appropriate documentation from the Account Holder.

F. **Pre-existing Individual Accounts That Have Been Documented for Certain Other Purposes.** A Reporting Trinidad and Tobago Financial Institution that has previously obtained documentation from an Account Holder to establish the Account Holder's status as neither a U.S. citizen nor a U.S. resident in order to meet its obligations under a qualified intermediary, withholding foreign partnership, or withholding foreign trust agreement with the IRS, or to fulfill its obligations under chapter 61 of Title 26 of the United States Code, is not required to perform the procedures described in subparagraph B(1) of this section with respect to Lower Value Accounts or subparagraphs D(1) through D(3) of this section with respect to High Value Accounts.

III. **New Individual Accounts.** The following rules and procedures apply for purposes of identifying U.S. Reportable Accounts among Financial Accounts held by individuals and opened after the Determination Date ("New Individual Accounts").

A. **Accounts Not Required to Be Reviewed, Identified, or Reported**. Unless the Reporting Trinidad and Tobago Financial Institution elects otherwise, either with respect to all New Individual Accounts or, separately, with respect to any clearly identified group of such accounts, where the implementing rules in Trinidad and Tobago provide for such an election, the following New Individual Accounts are not required to be reviewed, identified, or reported as U.S. Reportable Accounts:

1. A Depository Account unless the account balance exceeds $50,000 at the end of any calendar year or other appropriate reporting period.

2. A Cash Value Insurance Contract unless the Cash Value exceeds $50,000 at the end of any calendar year or other appropriate reporting period.

B. **Other New Individual Accounts.** With respect to New Individual Accounts not described in paragraph A of this section, upon account opening (or within 90 days after the end of the calendar year in which the account ceases to be described in paragraph A of this section), the Reporting Trinidad and Tobago Financial Institution must obtain a self-certification, which may be part of the account opening documentation, that allows the Reporting Trinidad and Tobago Financial Institution to determine whether the Account Holder is resident in the United States for tax purposes (for this purpose, a U.S. citizen is considered to be resident in the United States for tax purposes, even if the Account Holder is also a tax resident of another jurisdiction) and confirm the reasonableness of such self-certification based on the information obtained by the Reporting Trinidad and Tobago Financial Institution in connection with the opening of the account, including any documentation collected pursuant to AML/KYC Procedures.

1. If the self-certification establishes that the Account Holder is resident in the United States for tax purposes, the Reporting Trinidad and Tobago Financial Institution must treat the account as a U.S. Reportable Account and obtain a self-certification that includes the Account Holder's U.S. TIN (which may be an IRS Form W-9 or other similar agreed form).

2. If there is a change of circumstances with respect to a New Individual Account that causes the Reporting Trinidad and Tobago Financial Institution to know, or have reason to know, that the original self-certification is incorrect or unreliable, the Reporting Trinidad and Tobago Financial Institution cannot rely on the

original self-certification and must obtain a valid self-certification that establishes whether the Account Holder is a U.S. citizen or resident for U.S. tax purposes. If the Reporting Trinidad and Tobago Financial Institution is unable to obtain a valid self-certification, the Reporting Trinidad and Tobago Financial Institution must treat the account as a U.S. Reportable Account.

IV. **Pre-existing Entity Accounts.** The following rules and procedures apply for purposes of identifying U.S. Reportable Accounts and accounts held by Nonparticipating Financial Institutions among Pre-existing Accounts held by Entities ("Pre-existing Entity Accounts").

A. **Entity Accounts Not Required to Be Reviewed, Identified or Reported.** Unless the Reporting Trinidad and Tobago Financial Institution elects otherwise, either with respect to all Pre-existing Entity Accounts or, separately, with respect to any clearly identified group of such accounts, where the implementing rules in Trinidad and Tobago provide for such an election, a Pre-existing Entity Account with an account balance or value that does not exceed $250,000 as of the Determination Date, is not required to be reviewed, identified, or reported as a U.S. Reportable Account until the account balance or value exceeds $1,000,000.

B. **Entity Accounts Subject to Review.** A Pre-existing Entity Account that has an account balance or value that exceeds $250,000 as of the Determination Date, and a Pre-existing Entity Account that does not exceed $250,000 as of the Determination Date but the account balance or value of which exceeds $1,000,000 as of the last day of 2015 or any subsequent calendar year, must be reviewed in accordance with the procedures set forth in paragraph D of this section.

C. **Entity Accounts With Respect to Which Reporting Is Required.** With respect to Pre-existing Entity Accounts described in paragraph B of this section, only accounts that are held by one or more Entities that are Specified U.S. Persons, or by Passive NFFEs with one or more Controlling Persons who are U.S. citizens or residents, shall be treated as U.S. Reportable Accounts. In addition, accounts held by Nonparticipating Financial Institutions shall be treated as accounts for which aggregate payments as described in subparagraph 1*(b)* of Article 4 of the Agreement are reported to the Trinidad and Tobago Competent Authority.

D. **Review Procedures for Identifying Entity Accounts With Respect to Which Reporting Is Required.** For Pre-existing Entity Accounts described in paragraph B of this section, the Reporting Trinidad and Tobago Financial Institution must apply the following review procedures to determine whether the account is held by one or more Specified U.S. Persons, by Passive NFFEs with one or more Controlling Persons who are U.S. citizens or residents, or by Nonparticipating Financial Institutions:

1. **Determine Whether the Entity Is a Specified U.S. Person.**

   (a) Review information maintained for regulatory or customer relationship purposes (including information collected pursuant to AML/KYC Procedures) to determine whether the information indicates that the Account Holder is a U.S. Person. For this purpose, information indicating that the Account Holder is a U.S. Person includes a U.S. place of incorporation or organization, or a U.S. address.

   (b) If the information indicates that the Account Holder is a U.S. Person, the Reporting Trinidad and Tobago Financial Institution must treat the account as a U.S. Reportable Account unless it obtains a self-certification from the Account Holder (which may be on an IRS Form W-8 or W-9, or a similar agreed form), or reasonably determines based on information in its possession or that is publicly available, that the Account Holder is not a Specified U.S. Person.

2. **Determine Whether a Non-U.S. Entity Is a Financial Institution.**

   (a) Review information maintained for regulatory or customer relationship purposes (including information collected pursuant to AML/KYC Procedures) to determine whether the information indicates that the Account Holder is a Financial Institution.

   (b) If the information indicates that the Account Holder is a Financial Institution, or the Reporting Trinidad and Tobago Financial Institution verifies the Account Holder's Global Intermediary Identification Number on the published IRS FFI list, then the account is not a U.S. Reportable Account.

3. **Determine Whether a Financial Institution Is a Nonparticipating Financial Institution Payments to Which Are Subject to Aggregate Reporting Under Subparagraph 1*(b)* of Article 4 of the Agreement.**

(a) Subject to subparagraph D(3)*(b)* of this section, a Reporting Trinidad and Tobago Financial Institution may determine that the Account Holder is a Trinidad and Tobago Financial Institution or other Partner Jurisdiction Financial Institution if the Reporting Trinidad and Tobago Financial Institution reasonably determines that the Account Holder has such status on the basis of the Account Holder's Global Intermediary Identification Number on the published IRS FFI list or other information that is publicly available or in the possession of the Reporting Trinidad and Tobago Financial Institution, as applicable. In such case, no further review, identification, or reporting is required with respect to the account.

(b) If the Account Holder is a Trinidad and Tobago Financial Institution or other Partner Jurisdiction Financial Institution treated by the IRS as a Nonparticipating Financial Institution, then the account is not a U.S. Reportable Account, but payments to the Account Holder must be reported as contemplated in subparagraph 1*(b)* of Article 4 of the Agreement.

(c) If the Account Holder is not a Trinidad and Tobago Financial Institution or other Partner Jurisdiction Financial Institution, then the Reporting Trinidad and Tobago Financial Institution must treat the Account Holder as a Nonparticipating Financial Institution payments to which are reportable under subparagraph 1*(b)* of Article 4 of the Agreement, unless the Reporting Trinidad and Tobago Financial Institution:

(1) Obtains a self-certification (which may be on an IRS Form W-8 or similar agreed form) from the Account Holder that it is a certified deemed-compliant FFI, or an exempt beneficial owner, as

those terms are defined in relevant U.S. Treasury Regulations; or

(2) In the case of a participating FFI or registered deemed-compliant FFI, verifies the Account Holder's Global Intermediary Identification Number on the published IRS FFI list.

4. **Determine whether an Account held by an NFFE is a U.S. Reportable Account.** With respect to an Account Holder of a Pre-existing Entity Account that is not identified as either a U.S. Person or a Financial Institution, the Reporting Trinidad and Tobago Financial Institution must identify (i) whether the Account Holder has Controlling Persons; (ii) whether the Account Holder is a Passive NFFE; and (iii) whether any of the Controlling Persons of the Account Holder is a U.S. citizen or resident. In making these determinations the Reporting Trinidad and Tobago Financial Institution must follow the guidance in subparagraphs D(4)*(a)* through D(4)*(d)* of this section in the order most appropriate under the circumstances.

(a) For purposes of determining the Controlling Persons of an Account Holder, a Reporting Trinidad and Tobago Financial Institution may rely on information collected and maintained pursuant to AML/KYC Procedures.

(b) For purposes of determining whether the Account Holder is a Passive NFFE, the Reporting Trinidad and Tobago Financial Institution must obtain a self-certification (which may be on an IRS Form W-8 or W-9, or on a similar agreed form) from the Account Holder to establish its status, unless it has information in its possession or that is publicly available, based on which it can reasonably determine that the Account Holder is an Active NFFE.

(c) For purposes of determining whether a Controlling Person of a Passive NFFE is a U.S. citizen or resident for tax purposes, a Reporting Trinidad and Tobago Financial Institution may rely on:

(1) Information collected and maintained pursuant to AML/KYC Procedures in the case of a Pre-existing Entity Account held by one or more NFFEs with an account balance or value that does not exceed $1,000,000; or

(2) A self-certification (which may be on an IRS Form W-8 or W-9, or on a similar agreed form) from the Account Holder or such Controlling Person in the case of a Pre-existing Entity Account held by one or more NFFEs with an account balance or value that exceeds $1,000,000.

(d) If any Controlling Person of a Passive NFFE is a U.S. citizen or resident, the account shall be treated as a U.S. Reportable Account.

E. **Timing of Review and Additional Procedures Applicable to Pre-existing Entity Accounts.**

1. Review of Pre-existing Entity Accounts with an account balance or value that exceeds $250,000 as of the Determination Date must be completed within two years from the Determination Date.

2. Review of Pre-existing Entity Accounts with an account balance or value that does not exceed $250,000 as of the Determination Date, but exceeds $1,000,000 as of 31st December of 2015 or any subsequent year, must be completed within six months after the last day of the calendar year in which the account balance or value exceeds $1,000,000.

3. If there is a change of circumstances with respect to a Pre-existing Entity Account that causes the Reporting Trinidad and Tobago Financial Institution to know, or have reason to know, that the self-certification or other documentation associated with an account is incorrect or unreliable, the Reporting Trinidad and Tobago Financial Institution must redetermine the status of the account in accordance with the procedures set forth in paragraph D of this section.

V. **New Entity Accounts.** The following rules and procedures apply for purposes of identifying U.S. Reportable Accounts and

accounts held by Nonparticipating Financial Institutions among Financial Accounts held by Entities and opened after the Determination Date ("New Entity Accounts").

A. **Entity Accounts Not Required to Be Reviewed, Identified or Reported.** Unless the Reporting Trinidad and Tobago Financial Institution elects otherwise, either with respect to all New Entity Accounts or, separately, with respect to any clearly identified group of such accounts, where the implementing rules in Trinidad and Tobago provide for such election, a credit card account or a revolving credit facility treated as a New Entity Account is not required to be reviewed, identified, or reported, provided that the Reporting Trinidad and Tobago Financial Institution maintaining such account implements policies and procedures to prevent an account balance owed to the Account Holder that exceeds $50,000.

B. **Other New Entity Accounts.** With respect to New Entity Accounts not described in paragraph A of this section, the Reporting Trinidad and Tobago Financial Institution must determine whether the Account Holder is: (i) a Specified U.S. Person; (ii) a Trinidad and Tobago Financial Institution or other Partner Jurisdiction Financial Institution; (iii) a participating FFI, a deemed-compliant FFI, or an exempt beneficial owner, as those terms are defined in relevant U.S. Treasury Regulations; or (iv) an Active NFFE or Passive NFFE.

1. Subject to subparagraph B(2) of this section, a Reporting Trinidad and Tobago Financial Institution may determine that the Account Holder is an Active NFFE, a Trinidad and Tobago Financial Institution, or other Partner Jurisdiction Financial Institution if the Reporting Trinidad and Tobago Financial Institution reasonably determines that the Account Holder has such status on the basis of the Account Holder's Global Intermediary Identification Number or other information that is publicly available or in the possession of the Reporting Trinidad and Tobago Financial Institution, as applicable.

2. If the Account Holder is a Trinidad and Tobago Financial Institution or other Partner Jurisdiction Financial Institution treated by the IRS as a Nonparticipating Financial Institution, then the account is not a U.S. Reportable Account, but payments to the Account Holder must be reported as contemplated in subparagraph 1*(b)* of Article 4 of the Agreement.

3. In all other cases, a Reporting Trinidad and Tobago Financial Institution must obtain a self-certification from the Account Holder to establish the Account Holder's status. Based on the self-certification, the following rules apply:

   (a) If the Account Holder is a Specified U.S. Person, the Reporting Trinidad and Tobago Financial Institution must treat the account as a U.S. Reportable Account.

   (b) If the Account Holder is a Passive NFFE, the Reporting Trinidad and Tobago Financial Institution must identify the Controlling Persons as determined under AML/KYC Procedures, and must determine whether any such person is a U.S. citizen or resident on the basis of a self-certification from the Account Holder or such person. If any such person is a U.S. citizen or resident, the Reporting Trinidad and Tobago Financial Institution must treat the account as a U.S. Reportable Account.

   (c) If the Account Holder is: (i) a U.S. Person that is not a Specified U.S. Person; (ii) subject to subparagraph B(3)*(d)* of this section, a Trinidad and Tobago Financial Institution or other Partner Jurisdiction Financial Institution; (iii) a participating FFI, a deemed-compliant FFI, or an exempt beneficial owner, as those terms are defined in relevant U.S. Treasury Regulations; (iv) an Active NFFE; or (v) a Passive NFFE none of the Controlling Persons of which is a U.S. citizen or resident, then the account is not a U.S. Reportable Account, and no reporting is required with respect to the account.

   (d) If the Account Holder is a Nonparticipating Financial Institution (including a Trinidad and Tobago Financial Institution or other Partner Jurisdiction Financial Institution treated by the IRS as a Nonparticipating Financial Institution), then the account is not a U.S. Reportable Account, but payments to the Account Holder must be reported as contemplated in subparagraph 1*(b)* of Article 4 of the Agreement.

VI. **Special Rules and Definitions.** The following additional rules and definitions apply in implementing the due diligence procedures described above:

A. **Reliance on Self-Certifications and Documentary Evidence.** A Reporting Trinidad and Tobago Financial Institution may not rely on a self-certification or documentary evidence if the Reporting Trinidad and Tobago Financial Institution knows or has reason to know that the self-certification or documentary evidence is incorrect or unreliable.

B. **Definitions.** The following definitions apply for purposes of this Annex I.

1. **AML/KYC Procedures.** "AML/KYC Procedures" means the customer due diligence procedures of a Reporting Trinidad and Tobago Financial Institution pursuant to the anti-money laundering or similar requirements of Trinidad and Tobago to which such Reporting Trinidad and Tobago Financial Institution is subject.

2. **NFFE.** An "NFFE" means any Non-U.S. Entity that is not an FFI as defined in relevant U.S. Treasury Regulations or is an Entity described in subparagraph B(4)(j) of this section, and also includes any Non-U.S. Entity that is established in Trinidad and Tobago or another Partner Jurisdiction and that is not a Financial Institution.

3. **Passive NFFE.** A "Passive NFFE" means any NFFE that is not: (i) an Active NFFE; or (ii) a withholding foreign partnership or withholding foreign trust pursuant to relevant U.S. Treasury Regulations.

4. **Active NFFE.** An "Active NFFE" means any NFFE that meets any of the following criteria:

   (a) Less than 50 per cent of the NFFE's gross income for the preceding calendar year or other appropriate reporting period is passive income and less than 50 per cent of the assets held by the NFFE during the preceding calendar year or other appropriate reporting period are assets that produce or are held for the production of passive income;

   (b) The stock of the NFFE is regularly traded on an established securities market or the NFFE is a

Related Entity of an Entity the stock of which is regularly traded on an established securities market;

(c) The NFFE is organized in a U.S. Territory and all of the owners of the payee are *bona fide* residents of that U.S. Territory;

(d) The NFFE is a government (other than the U.S. government), a political subdivision of such government (which, for the avoidance of doubt, includes a state, province, county, or municipality), or a public body performing a function of such government or a political subdivision thereof, a government of a U.S. Territory, an international organization, a non-U.S. central bank of issue, or an Entity wholly owned by one or more of the foregoing;

(e) Substantially all of the activities of the NFFE consist of holding (in whole or in part) the outstanding stock of, or providing financing and services to, one or more subsidiaries that engage in trades or businesses other than the business of a Financial Institution, except that an entity shall not qualify for NFFE status if the entity functions (or holds itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes;

(f) The NFFE is not yet operating a business and has no prior operating history, but is investing capital into assets with the intent to operate a business other than that of a Financial Institution, provided that the NFFE shall not qualify for this exception after the date that is 24 months after the date of the initial organization of the NFFE;

(g) The NFFE was not a Financial Institution in the past five years, and is in the process of liquidating its assets or is reorganizing with the intent to continue or recommence operations in a business other than that of a Financial Institution;

(h) The NFFE primarily engages in financing and hedging transactions with, or for, Related Entities that are not Financial Institutions, and does not provide financing or hedging services to any Entity that is not a Related Entity, provided that the group of any such Related Entities is primarily engaged in a business other than that of a Financial Institution;

(i) The NFFE is an "excepted NFFE" as described in relevant U.S. Treasury Regulations; or

(j) The NFFE meets all of the following requirements:

(i) It is established and operated in its jurisdiction of residence exclusively for religious, charitable, scientific, artistic, cultural, athletic, or educational purposes; or it is established and operated in its jurisdiction of residence and it is a professional organization, business league, chamber of commerce, labor organization, agricultural or horticultural organization, civic league or an organization operated exclusively for the promotion of social welfare;

(ii) It is exempt from income tax in its jurisdiction of residence;

(iii) It has no shareholders or members who have a proprietary or beneficial interest in its income or assets;

(iv) The applicable laws of the NFFE's jurisdiction of residence or the NFFE's formation documents do not permit any income or assets of the NFFE to be distributed to, or applied for the benefit of, a private person or non-charitable Entity other than pursuant to the conduct of the NFFE's charitable activities, or as payment of reasonable compensation for services rendered, or as payment representing the fair market value of property which the NFFE has purchased; and

(v) The applicable laws of the NFFE's jurisdiction of residence or the NFFE's formation documents require that, upon the NFFE's liquidation or dissolution, all of its assets be distributed to a governmental entity or other non-profit organization, or escheat to the government of the NFFE's jurisdiction of residence or any political subdivision thereof.

5. **Pre-existing Account.** A "Pre-existing Account" means a Financial Account maintained by a Reporting Financial Institution as of the Determination Date.

6. **Determination Date.** The "Determination Date" means the date, which may be prior to entry into force of this Agreement, on which the Treasury Department determines not to apply withholding under section 1471 of the U.S. Internal Revenue Code to Trinidad and Tobago Financial Institutions. That date is: *(a)* 30th June, 2014, in the case of: (i) a jurisdiction that signed an agreement with the United States to implement FATCA or facilitate FATCA implementation on or before 30th June, 2014; or (ii) a jurisdiction that the Treasury Department determined reached such an agreement in substance on or before 30th June, 2014, and is included on the Treasury Department list of such jurisdictions; *(b)* 30th November, 2014, in the case of a jurisdiction that the Treasury Department determined reached such an agreement in substance on or after 1st July, 2014, and on or before 30th November, 2014, and is included on the Treasury Department list of such jurisdictions; or *(c)* the date of signature of such an agreement, in the case of any other jurisdiction. The Determination Date for Trinidad and Tobago is 30th November, 2014.

C. **Account Balance Aggregation and Currency Translation Rules.**

1. **Aggregation of Individual Accounts.** For purposes of determining the aggregate balance or value of Financial Accounts held by an individual, a Reporting Trinidad and Tobago Financial Institution is required to aggregate all Financial Accounts maintained by the

Reporting Trinidad and Tobago Financial Institution, or by a Related Entity, but only to the extent that the Reporting Trinidad and Tobago Financial Institution's computerized systems link the Financial Accounts by reference to a data element such as client number or taxpayer identification number, and allow account balances or values to be aggregated. Each holder of a jointly held Financial Account shall be attributed the entire balance or value of the jointly held Financial Account for purposes of applying the aggregation requirements described in this paragraph 1.

2. **Aggregation of Entity Accounts.** For purposes of determining the aggregate balance or value of Financial Accounts held by an Entity, a Reporting Trinidad and Tobago Financial Institution is required to take into account all Financial Accounts that are maintained by the Reporting Trinidad and Tobago Financial Institution, or by a Related Entity, but only to the extent that the Reporting Trinidad and Tobago Financial Institution's computerized systems link the Financial Accounts by reference to a data element such as client number or taxpayer identification number, and allow account balances or values to be aggregated.

3. **Special Aggregation Rule Applicable to Relationship Managers.** For purposes of determining the aggregate balance or value of Financial Accounts held by a person to determine whether a Financial Account is a High Value Account, a Reporting Trinidad and Tobago Financial Institution is also required, in the case of any Financial Accounts that a relationship manager knows, or has reason to know, are directly or indirectly owned, controlled, or established (other than in a fiduciary capacity) by the same person, to aggregate all such accounts.

4. **Currency Translation Rule.** For purposes of determining the balance or value of Financial Accounts denominated in a currency other than the U.S. dollar, a Reporting Trinidad and Tobago Financial Institution must convert the U.S. dollar threshold amounts described in this Annex I into such currency using a published spot rate determined as of the last day of the calendar year preceding the year in which the Reporting Trinidad and Tobago Financial Institution is determining the balance or value.

D. **Documentary Evidence.** For purposes of this Annex I, acceptable documentary evidence includes any of the following:

1. A certificate of residence issued by an authorized government body (for example, a government or agency thereof, or a municipality) of the jurisdiction in which the payee claims to be a resident.
2. With respect to an individual, any valid identification issued by an authorized government body (for example, a government or agency thereof, or a municipality), that includes the individual's name and is typically used for identification purposes.
3. With respect to an Entity, any official documentation issued by an authorized government body (for example, a government or agency thereof, or a municipality) that includes the name of the Entity and either the address of its principal office in the jurisdiction (or U.S. Territory) in which it claims to be a resident or the jurisdiction (or U.S. Territory) in which the Entity was incorporated or organized.
4. With respect to a Financial Account maintained in a jurisdiction with anti-money laundering rules that have been approved by the IRS in connection with a QI agreement (as described in relevant U.S. Treasury Regulations), any of the documents, other than a Form W-8 or W-9, referenced in the jurisdiction's attachment to the QI agreement for identifying individuals or Entities.
5. Any financial statement, third-party credit report, bankruptcy filing, or U.S. Securities and Exchange Commission report.

E. **Alternative Procedures for Financial Accounts Held by Individual Beneficiaries of a Cash Value Insurance Contract.** A Reporting Trinidad and Tobago Financial Institution may presume that an individual beneficiary (other than the owner) of a Cash Value Insurance Contract receiving a death benefit is not a Specified U.S. Person and may treat such Financial Account as other than a U.S. Reportable Account unless the Reporting Trinidad and Tobago Financial Institution has actual knowledge, or reason to know, that the beneficiary is a Specified U.S. Person. A Reporting Trinidad and Tobago Financial Institution has reason to know that a beneficiary of a Cash Value Insurance Contract is a

Specified U.S. Person if the information collected by the Reporting Trinidad and Tobago Financial Institution and associated with the beneficiary contains U.S. indicia as described in subparagraph (B)(1) of section II of this Annex I. If a Reporting Trinidad and Tobago Financial Institution has actual knowledge, or reason to know, that the beneficiary is a Specified U.S. Person, the Reporting Trinidad and Tobago Financial Institution must follow the procedures in subparagraph B(3) of section II of this Annex I.

F. **Reliance on Third Parties.** Regardless of whether an election is made under paragraph C of section I of this Annex I, Trinidad and Tobago may permit Reporting Trinidad and Tobago Financial Institutions to rely on due diligence procedures performed by third parties, to the extent provided in relevant U.S. Treasury Regulations.

G. **Alternative Procedures for New Accounts Opened Prior to Entry Into Force of this Agreement.**

1. **Applicability.** If Trinidad and Tobago has provided a written notice to the United States prior to entry into force of this Agreement that, as of the Determination Date, Trinidad and Tobago lacked the legal authority to require Reporting Trinidad and Tobago Financial Institutions either: (i) to require Account Holders of New Individual Accounts to provide the self-certification specified in section III of this Annex I; or (ii) to perform all the due diligence procedures related to New Entity Accounts specified in section V of this Annex I, then Reporting Trinidad and Tobago Financial Institutions may apply the alternative procedures described in subparagraph G(2) of this section, as applicable, to such New Accounts, in lieu of the procedures otherwise required under this Annex I. The alternative procedures described in subparagraph G(2) of this section shall be available only for those New Individual Accounts or New Entity Accounts, as applicable, opened prior to the earlier of: (i) the date Trinidad and Tobago has the ability to compel Reporting Trinidad and Tobago Financial Institutions to comply with the due diligence procedures described in section III or section V of this Annex I, as applicable, which date Trinidad and Tobago shall inform the United States of in writing by the date of entry into force of this Agreement; or (ii) the date of entry into force of this Agreement. If the alternative procedures for New Entity Accounts opened after the

Determination Date, and before 1st January, 2015, described in paragraph H of this section are applied with respect to all New Entity Accounts or a clearly identified group of such accounts, the alternative procedures described in this paragraph G may not be applied with respect to such New Entity Accounts. For all other New Accounts, Reporting Trinidad and Tobago Financial Institutions must apply the due diligence procedures described in section III or section V of this Annex I, as applicable, to determine if the account is a U.S. Reportable Account or an account held by a Nonparticipating Financial Institution.

2. **Alternative Procedures.**

(a) Within one year after the date of entry into force of this Agreement, Reporting Trinidad and Tobago Financial Institutions must: (i) with respect to a New Individual Account described in subparagraph G(1) of this section, request the self-certification specified in section III of this Annex I and confirm the reasonableness of such self-certification consistent with the procedures described in section III of this Annex I; and (ii) with respect to a New Entity Account described in subparagraph G(1) of this section, perform the due diligence procedures specified in section V of this Annex I and request information as necessary to document the account, including any self-certification, required by section V of this Annex I.

(b) Trinidad and Tobago must report on any New Account that is identified pursuant to subparagraph G(2)*(a)* of this section as a U.S. Reportable Account or as an account held by a Nonparticipating Financial Institution, as applicable, by the date that is the later of: (i) September 30 next following the date that the account is identified as a U.S. Reportable Account or as an account held by a Nonparticipating Financial Institution, as applicable; or (ii) 90 days after the account is identified as a U.S. Reportable Account or as an account held by a Nonparticipating Financial Institution, as applicable. The information required to be reported with respect to such a New Account is any information that would

have been reportable under this Agreement if the New Account had been identified as a U.S. Reportable Account or as an account held by a Nonparticipating Financial Institution, as applicable, as of the date the account was opened.

(c) By the date that is one year after the date of entry into force of this Agreement, Reporting Trinidad and Tobago Financial Institutions must close any New Account described in subparagraph G(1) of this section for which it was unable to collect the required self-certification or other documentation pursuant to the procedures described in subparagraph G(2)*(a)* of this section. In addition, by the date that is one year after the date of entry into force of this Agreement, Reporting Trinidad and Tobago Financial Institutions must: (i) with respect to such closed accounts that prior to such closure were New Individual Accounts (without regard to whether such accounts were High Value Accounts), perform the due diligence procedures specified in paragraph D of section II of this Annex I; or (ii) with respect to such closed accounts that prior to such closure were New Entity Accounts, perform the due diligence procedures specified in section IV of this Annex I.

(d) Trinidad and Tobago must report on any closed account that is identified pursuant to subparagraph G(2)*(c)* of this section as a U.S. Reportable Account or as an account held by a Nonparticipating Financial Institution, as applicable, by the date that is the later of: (i) 30th September next following the date that the account is identified as a U.S. Reportable Account or as an account held by a Nonparticipating Financial Institution, as applicable; or (ii) 90 days after the account is identified as a U.S. Reportable Account or as an account held by a Nonparticipating Financial Institution, as applicable. The information required to be reported for such a closed account is any information that would have been reportable under this Agreement if the account

had been identified as a U.S. Reportable Account or as an account held by a Nonparticipating Financial Institution, as applicable, as of the date the account was opened.

H. **Alternative Procedures for New Entity Accounts Opened after the Determination Date, and before 1st January, 2015.** For New Entity Accounts opened after the Determination Date, and before 1st January, 2015, either with respect to all New Entity Accounts or, separately, with respect to any clearly identified group of such accounts, Trinidad and Tobago may permit Reporting Trinidad and Tobago Financial Institutions to treat such accounts as Pre-existing Entity Accounts and apply the due diligence procedures related to Pre-existing Entity Accounts specified in section IV of this Annex I in lieu of the due diligence procedures specified in section V of this Annex I. In this case, the due diligence procedures of section IV of this Annex I must be applied without regard to the account balance or value threshold specified in paragraph A of section IV of this Annex I.

ANNEX II

The following Entities shall be treated as exempt beneficial owners or deemed-compliant FFIs, as the case may be, and the following accounts are excluded from the definition of Financial Accounts.

This Annex II may be modified by a mutual written decision entered into between the Competent Authorities of Trinidad and Tobago and the United States: (1) to include additional Entities and accounts that present a low risk of being used by U.S. Persons to evade U.S. tax and that have similar characteristics to the Entities and accounts described in this Annex II as of the date of signature of the Agreement; or (2) to remove Entities and accounts that, due to changes in circumstances, no longer present a low risk of being used by U.S. Persons to evade U.S. tax. Any such addition or removal shall be effective on the date of signature of the mutual decision, unless otherwise provided therein. Procedures for reaching such a mutual decision may be included in the mutual agreement or arrangement described in paragraph 6 of Article 3 of the Agreement.

I. **Exempt Beneficial Owners other than Funds.** The following Entities shall be treated as Non-Reporting Trinidad and Tobago Financial Institutions and as exempt beneficial owners for purposes of sections 1471 and 1472 of the U.S. Internal Revenue Code, other than with respect to a payment that is derived from an obligation held in connection with a commercial financial activity of

a type engaged in by a Specified Insurance Company, Custodial Institution, or Depository Institution.

A. **Governmental Entity.** The government of Trinidad and Tobago, any political subdivision of Trinidad and Tobago (which, for the avoidance of doubt, includes a state, province, county, or municipality), or any wholly owned agency or instrumentality of Trinidad and Tobago or any one or more of the foregoing (each, a "Trinidad and Tobago Governmental Entity"). This category is comprised of the integral parts, controlled entities, and political subdivisions of Trinidad and Tobago.

1. An integral part of Trinidad and Tobago means any person, organization, agency, bureau, fund, instrumentality, or other body, however designated, that constitutes a governing authority of Trinidad and Tobago. The net earnings of the governing authority must be credited to its own account or to other accounts of Trinidad and Tobago, with no portion inuring to the benefit of any private person. An integral part does not include any individual who is a sovereign, official, or administrator acting in a private or personal capacity.

2. A controlled entity means an Entity that is separate in form from Trinidad and Tobago or that otherwise constitutes a separate juridical entity, provided that:

   (a) The Entity is wholly owned and controlled by one or more Trinidad and Tobago Governmental Entities directly or through one or more controlled entities;

   (b) The Entity's net earnings are credited to its own account or to the accounts of one or more Trinidad and Tobago Governmental Entities, with no portion of its income inuring to the benefit of any private person; and

   (c) The Entity's assets vest in one or more Trinidad and Tobago Governmental Entities upon dissolution.

3. Income does not inure to the benefit of private persons if such persons are the intended beneficiaries of a governmental program, and the program activities are performed for the general public with respect to the common welfare or relate to the administration of some phase of government. Notwithstanding the foregoing,

however, income is considered to inure to the benefit of private persons if the income is derived from the use of a governmental entity to conduct a commercial business, such as a commercial banking business, that provides financial services to private persons.

B. **International Organization.** Any international organization or wholly owned agency or instrumentality thereof. This category includes any intergovernmental organization (including a supranational organization) (1) that is comprised primarily of non-U.S. governments; (2) that has in effect a headquarters agreement with Trinidad and Tobago; and (3) the income of which does not inure to the benefit of private persons.

C. **Central Bank**. An institution that is by law or government sanction the principal authority, other than the government of Trinidad and Tobago itself, issuing instruments intended to circulate as currency. Such an institution may include an instrumentality that is separate from the government of Trinidad and Tobago, whether or not owned in whole or in part by Trinidad and Tobago.

II. **Funds that Qualify as Exempt Beneficial Owners.** The following Entities shall be treated as Non-Reporting Trinidad and Tobago Financial Institutions and as exempt beneficial owners for purposes of sections 1471 and 1472 of the U.S. Internal Revenue Code.

A. **Treaty-Qualified Retirement Fund.** A fund established in Trinidad and Tobago, provided that the fund is entitled to benefits under an income tax treaty between Trinidad and Tobago and the United States on income that it derives from sources within the United States (or would be entitled to such benefits if it derived any such income) as a resident of Trinidad and Tobago that satisfies any applicable limitation on benefits requirement, and is operated principally to administer or provide pension or retirement benefits.

B. **Broad Participation Retirement Fund.** A fund established in Trinidad and Tobago to provide retirement, disability, or death benefits, or any combination thereof, to beneficiaries that are current or former employees (or persons designated by such employees) of one or more employers in consideration for services rendered, provided that the fund:

1. Does not have a single beneficiary with a right to more than five per cent of the fund's assets;

2. Is subject to government regulation and provides information reporting to the tax authorities in Trinidad and Tobago; and

3. Satisfies at least one of the following requirements:

   (a) The fund is generally exempt from tax in Trinidad and Tobago on investment income under the laws of Trinidad and Tobago due to its status as a retirement or pension plan;

   (b) The fund receives at least 50 per cent of its total contributions (other than transfers of assets from other plans described in paragraphs A through D of this section or from retirement and pension accounts described in sub-paragraph A(1) of section V of this Annex II) from the sponsoring employers;

   (c) Distributions or withdrawals from the fund are allowed only upon the occurrence of specified events related to retirement, disability, or death (except rollover distributions to other retirement funds described in paragraphs A through D of this section or retirement and pension accounts described in subparagraph A(1) of section V of this Annex II), or penalties apply to distributions or withdrawals made before such specified events; or

   (d) Contributions (other than certain permitted make-up contributions) by employees to the fund are limited by reference to earned income of the employee or may not exceed $50,000 annually, applying the rules set forth in Annex I for account aggregation and currency translation.

C. **Narrow Participation Retirement Fund.** A fund established in Trinidad and Tobago to provide retirement, disability, or death benefits to beneficiaries that are current or former employees (or persons designated by such employees) of one or more employers in consideration for services rendered, provided that:

1. The fund has fewer than 50 participants;

2. The fund is sponsored by one or more employers that are not Investment Entities or Passive NFFEs;

3. The employee and employer contributions to the fund (other than transfers of assets from treaty-qualified retirement funds described in paragraph A of this section or retirement and pension accounts described

in subparagraph A(1) of section V of this Annex II) are limited by reference to earned income and compensation of the employee, respectively;

4. Participants that are not residents of Trinidad and Tobago are not entitled to more than 20 per cent of the fund's assets; and

5. The fund is subject to government regulation and provides information reporting to the tax authorities in Trinidad and Tobago.

D. **Pension Fund of an Exempt Beneficial Owner.** A fund established in Trinidad and Tobago by an exempt beneficial owner to provide retirement, disability, or death benefits to beneficiaries or participants that are current or former employees of the exempt beneficial owner (or persons designated by such employees), or that are not current or former employees, if the benefits provided to such beneficiaries or participants are in consideration of personal services performed for the exempt beneficial owner.

E. **Investment Entity Wholly Owned by Exempt Beneficial Owners.** An Entity that is a Trinidad and Tobago Financial Institution solely because it is an Investment Entity, provided that each direct holder of an Equity Interest in the Entity is an exempt beneficial owner, and each direct holder of a debt interest in such Entity is either a Depository Institution (with respect to a loan made to such Entity) or an exempt beneficial owner.

III. **Small or Limited Scope Financial Institutions that Qualify as Deemed-Compliant FFIs.** The following Financial Institutions are Non-Reporting Trinidad and Tobago Financial Institutions that shall be treated as deemed-compliant FFIs for purposes of section 1471 of the U.S. Internal Revenue Code.

A. **Financial Institution with a Local Client Base.** A Financial Institution satisfying the following requirements:

1. The Financial Institution must be licensed and regulated as a financial institution under the laws of Trinidad and Tobago;

2. The Financial Institution must have no fixed place of business outside of Trinidad and Tobago. For this purpose, a fixed place of business does not include a location that is not advertised to the public and from which the Financial Institution performs solely administrative support functions;

3. The Financial Institution must not solicit customers or Account Holders outside Trinidad and Tobago. For this purpose, a Financial Institution shall not be considered to have solicited customers or Account Holders outside Trinidad and Tobago merely because the Financial Institution: *(a)* operates a website, provided that the website does not specifically indicate that the Financial Institution provides Financial Accounts or services to nonresidents, and does not otherwise target or solicit U.S. customers or Account Holders; or *(b)* advertises in print media or on a radio or television station that is distributed or aired primarily within Trinidad and Tobago but is also incidentally distributed or aired in other countries, provided that the advertisement does not specifically indicate that the Financial Institution provides Financial Accounts or services to nonresidents, and does not otherwise target or solicit U.S. customers or Account Holders;

4. The Financial Institution must be required under the laws of Trinidad and Tobago to identify resident Account Holders for purposes of either information reporting or withholding of tax with respect to Financial Accounts held by residents or for purposes of satisfying Trinidad and Tobago's AML due diligence requirements;

5. At least 98 per cent of the Financial Accounts by value maintained by the Financial Institution must be held by residents (including residents that are Entities) of Trinidad and Tobago;

6. By the later of the Determination Date, or the date that the Financial Institution claims treatment as a deemed-compliant FFI pursuant to this paragraph A, the Financial Institution must have policies and procedures, consistent with those set forth in Annex I, to prevent the Financial Institution from providing a Financial Account to any Nonparticipating Financial Institution and to monitor whether the Financial Institution opens or maintains a Financial Account for any Specified U.S. Person who is not a resident of Trinidad and Tobago (including a U.S. Person that was a resident of Trinidad and Tobago when the Financial Account was opened but subsequently ceases to be a resident of Trinidad and Tobago) or any Passive NFFE with Controlling Persons who are U.S. residents or U.S. citizens who are not residents of Trinidad and Tobago;

7. Such policies and procedures must provide that if any Financial Account held by a Specified U.S. Person who is not a resident of Trinidad and Tobago or by a Passive NFFE with Controlling Persons who are U.S. residents or U.S. citizens who are not residents of Trinidad and Tobago is identified, the Financial Institution must report such Financial Account as would be required if the Financial Institution were a Reporting Trinidad and Tobago Financial Institution (including by following the applicable registration requirements on the IRS FATCA registration website) or close such Financial Account;

8. With respect to a Preexisting Account held by an individual who is not a resident of Trinidad and Tobago or by an Entity, the Financial Institution must review those Preexisting Accounts in accordance with the procedures set forth in Annex I applicable to Preexisting Accounts to identify any U.S. Reportable Account or Financial Account held by a Nonparticipating Financial Institution, and must report such Financial Account as would be required if the Financial Institution were a Reporting Trinidad and Tobago Financial Institution (including by following the applicable registration requirements on the IRS FATCA registration website) or close such Financial Account;

9. Each Related Entity of the Financial Institution that is a Financial Institution must be incorporated or organized in Trinidad and Tobago and, with the exception of any Related Entity that is a retirement fund described in paragraphs A through D of section II of this Annex II, satisfy the requirements set forth in this paragraph A; and

10. The Financial Institution must not have policies or practices that discriminate against opening or maintaining Financial Accounts for individuals who are Specified U.S. Persons and residents of Trinidad and Tobago.

B. **Local Bank.** A Financial Institution satisfying the following requirements:

1. The Financial Institution operates solely as (and is licensed and regulated under the laws of Trinidad and Tobago as): *(a)* a bank; or *(b)* a credit union or similar cooperative credit organization that is operated without profit;

2. The Financial Institution's business consists primarily of receiving deposits from and making loans to, with respect to a bank, unrelated retail customers and, with respect to a credit union or similar cooperative credit organization, members, provided that no member has a greater than five per cent interest in such credit union or cooperative credit organization;

3. The Financial Institution satisfies the requirements set forth in subparagraphs A(2) and A(3) of this section, provided that, in addition to the limitations on the website described in subparagraph A(3) of this section, the website does not permit the opening of a Financial Account;

4. The Financial Institution does not have more than $175 million in assets on its balance sheet, and the Financial Institution and any Related Entities, taken together, do not have more than $500 million in total assets on their consolidated or combined balance sheets; and

5. Any Related Entity must be incorporated or organized in Trinidad and Tobago, and any Related Entity that is a Financial Institution, with the exception of any Related Entity that is a retirement fund described in paragraphs A through D of section II of this Annex II or a Financial Institution with only low-value accounts described in paragraph C of this section, must satisfy the requirements set forth in this paragraph B.

C. **Financial Institution with Only Low-Value Accounts.** A Trinidad and Tobago Financial Institution satisfying the following requirements:

1. The Financial Institution is not an Investment Entity;

2. No Financial Account maintained by the Financial Institution or any Related Entity has a balance or value in excess of $50,000, applying the rules set forth in Annex I for account aggregation and currency translation; and

3. The Financial Institution does not have more than $50 million in assets on its balance sheet, and the Financial Institution and any Related Entities, taken together, do not have more than $50 million in total assets on their consolidated or combined balance sheets.

D. **Qualified Credit Card Issuer.** A Trinidad and Tobago Financial Institution satisfying the following requirements:

1. The Financial Institution is a Financial Institution solely because it is an issuer of credit cards that accepts deposits only when a customer makes a payment in excess of a balance due with respect to the card and the overpayment is not immediately returned to the customer; and

2. By the later of the Determination Date, or the date that the Financial Institution claims treatment as a deemed-compliant FFI pursuant to this paragraph D, the Financial Institution implements policies and procedures to either prevent a customer deposit in excess of $50,000, or to ensure that any customer deposit in excess of $50,000, in each case applying the rules set forth in Annex I for account aggregation and currency translation, is refunded to the customer within 60 days. For this purpose, a customer deposit does not refer to credit balances to the extent of disputed charges but does include credit balances resulting from merchandise returns.

IV. **Investment Entities that Qualify as Deemed-Compliant FFIs and Other Special Rules.** The Financial Institutions described in paragraphs A through E of this section are Non-Reporting Trinidad and Tobago Financial Institutions that shall be treated as deemed-compliant FFIs for purposes of section 1471 of the U.S. Internal Revenue Code. In addition, paragraph F of this section provides special rules applicable to an Investment Entity.

A. **Trustee-Documented Trust.** A trust established under the laws of Trinidad and Tobago to the extent that the trustee of the trust is a Reporting U.S. Financial Institution, Reporting Model 1 FFI, or Participating FFI and the trustee reports all information required to be reported pursuant to the Agreement as would be required if the trust were a Reporting Trinidad and Tobago Financial Institution (including by following the applicable registration requirements on the IRS FATCA registration website).

B. **Sponsored Investment Entity and Controlled Foreign Corporation.** A Financial Institution described in subparagraph B(1) or B(2) of this section having a sponsoring entity that complies with the requirements of subparagraph B(3) of this section.

1. A Financial Institution is a sponsored investment entity if: *(a)* it is an Investment Entity established in Trinidad and Tobago that is not a qualified intermediary, withholding foreign partnership, or withholding foreign trust pursuant to relevant U.S.

Treasury Regulations; and *(b)* an Entity has agreed with the Financial Institution to act as a sponsoring entity for the Financial Institution.

2. A Financial Institution is a sponsored controlled foreign corporation if: *(a)* the Financial Institution is a controlled foreign corporation[1] organized under the laws of Trinidad and Tobago that is not a qualified intermediary, withholding foreign partnership, or withholding foreign trust pursuant to relevant U.S. Treasury Regulations; *(b)* the Financial Institution is wholly owned, directly or indirectly, by a Reporting U.S. Financial Institution that agrees to act, or requires an affiliate of the Financial Institution to act, as a sponsoring entity for the Financial Institution; and *(c)* the Financial Institution shares a common electronic account system with the sponsoring entity that enables the sponsoring entity to identify all Account Holders and payees of the Financial Institution and to access all account and customer information maintained by the Financial Institution including, but not limited to, customer identification information, customer documentation, account balance, and all payments made to the Account Holder or payee.

3. The sponsoring entity complies with the following requirements:

   (a) The sponsoring entity is authorized to act on behalf of the Financial Institution (such as a fund manager, trustee, corporate director, or managing partner) to fulfill applicable registration requirements on the IRS FATCA registration website;

   (b) The sponsoring entity has registered as a sponsoring entity with the IRS on the IRS FATCA registration website;

   (c) If the sponsoring entity identifies any U.S. Reportable Accounts with respect to the Financial Institution, the sponsoring entity registers the Financial Institution pursuant to applicable registration requirements on the IRS FATCA registration website on or before the later of December 31, 2016 and the date that is 90 days after such a U.S. Reportable Account is first identified;

[1] A "controlled foreign corporation" means any foreign corporation if more than 50 per cent of the total combined voting power of all classes of stock of such corporation entitled to vote, or the total value of the stock of such corporation, is owned, or is considered as owned, by "United States shareholders" on any day during the taxable year of such foreign corporation. The term a "United States shareholder" means, with respect to any foreign corporation, a United States person who owns, or is considered as owning, 10 per cent or more of the total combined voting power of all classes of stock entitled to vote of such foreign corporation.

(d) The sponsoring entity agrees to perform, on behalf of the Financial Institution, all due diligence, withholding, reporting, and other requirements that the Financial Institution would have been required to perform if it were a Reporting Trinidad and Tobago Financial Institution;

(e) The sponsoring entity identifies the Financial Institution and includes the identifying number of the Financial Institution (obtained by following applicable registration requirements on the IRS FATCA registration website) in all reporting completed on the Financial Institution's behalf; and

(f) The sponsoring entity has not had its status as a sponsor revoked.

C. **Sponsored, Closely Held Investment Vehicle.** A Trinidad and Tobago Financial Institution satisfying the following requirements:

1. The Financial Institution is a Financial Institution solely because it is an Investment Entity and is not a qualified intermediary, withholding foreign partnership, or withholding foreign trust pursuant to relevant U.S. Treasury Regulations;

2. The sponsoring entity is a Reporting U.S. Financial Institution, Reporting Model 1 FFI, or Participating FFI, is authorized to act on behalf of the Financial Institution (such as a professional manager, trustee, or managing partner), and agrees to perform, on behalf of the Financial Institution, all due diligence, withholding, reporting, and other requirements that the Financial Institution would have been required to perform if it were a Reporting Trinidad and Tobago Financial Institution;

3. The Financial Institution does not hold itself out as an investment vehicle for unrelated parties;

4. Twenty or fewer individuals own all of the debt interests and Equity Interests in the Financial Institution (disregarding debt interests owned by Participating FFIs and deemed-compliant FFIs and Equity Interests owned by an Entity if that

Entity owns 100 per cent of the Equity Interests in the Financial Institution and is itself a sponsored Financial Institution described in this paragraph C); and

5. The sponsoring entity complies with the following requirements:

(a) The sponsoring entity has registered as a sponsoring entity with the IRS on the IRS FATCA registration website;

(b) The sponsoring entity agrees to perform, on behalf of the Financial Institution, all due diligence, withholding, reporting, and other requirements that the Financial Institution would have been required to perform if it were a Reporting Trinidad and Tobago Financial Institution and retains documentation collected with respect to the Financial Institution for a period of six years;

(c) The sponsoring entity identifies the Financial Institution in all reporting completed on the Financial Institution's behalf; and

(d) The sponsoring entity has not had its status as a sponsor revoked.

D. **Investment Advisors and Investment Managers.** An Investment Entity established in Trinidad and Tobago that is a Financial Institution solely because it: (1) renders investment advice to, and acts on behalf of; or (2) manages portfolios for, and acts on behalf of, a customer for the purposes of investing, managing, or administering funds deposited in the name of the customer with a Financial Institution other than a Nonparticipating Financial Institution.

E. **Collective Investment Vehicle.** An Investment Entity established in Trinidad and Tobago that is regulated as a collective investment vehicle, provided that all of the interests in the collective investment vehicle (including debt interests in excess of $50,000) are held by or through one or more exempt beneficial owners, active NFFEs described in subparagraph B(4) of section VI of Annex I, U.S. Persons that are not Specified U.S. Persons, or Financial Institutions that are not Nonparticipating Financial Institutions.

F. **Special Rules.** The following rules apply to an Investment Entity:

1. With respect to interests in an Investment Entity that is a collective investment vehicle described in paragraph E of this section, the reporting obligations of any Investment Entity (other than a Financial Institution through which interests in the collective investment vehicle are held) shall be deemed fulfilled.

2. With respect to interests in:

   (a) An Investment Entity established in a Partner Jurisdiction that is regulated as a collective investment vehicle, all of the interests in which (including debt interests in excess of $50,000) are held by or through one or more exempt beneficial owners, Active NFFEs described in subparagraph B(4) of section VI of Annex I, U.S. Persons that are not Specified U.S. Persons, or Financial Institutions that are not Nonparticipating Financial Institutions; or

   (b) An Investment Entity that is a qualified collective investment vehicle under relevant U.S. Treasury Regulations,

   the reporting obligations of any Investment Entity that is a Trinidad and Tobago Financial Institution (other than a Financial Institution through which interests in the collective investment vehicle are held) shall be deemed fulfilled.

3. With respect to interests in an Investment Entity established in Trinidad and Tobago that is not described in paragraph E or subparagraph F(2) of this section, consistent with paragraph 3 of Article 5 of the Agreement, the reporting obligations of all other Investment Entities with respect to such interests shall be deemed fulfilled if the information required to be reported by the first-mentioned Investment Entity pursuant to the Agreement with respect to such interests is reported by such Investment Entity or another person.

4. An Investment Entity established in Trinidad and Tobago that is regulated as a collective investment vehicle shall not fail to qualify under paragraph E or

subparagraph F(2) of this section, or otherwise as a deemed-compliant FFI, solely because the collective investment vehicle has issued physical shares in bearer form, provided that:

(a) The collective investment vehicle has not issued, and does not issue, any physical shares in bearer form after 31st December, 2012;

(b) The collective investment vehicle retires all such shares upon surrender;

(c) The collective investment vehicle (or a Reporting Trinidad and Tobago Financial Institution) performs the due diligence procedures set forth in Annex I and reports any information required to be reported with respect to any such shares when such shares are presented for redemption or other payment; and

(d) The collective investment vehicle has in place policies and procedures to ensure that such shares are redeemed or immobilized as soon as possible, and in any event prior to 1st January, 2017.

V. **Accounts Excluded from Financial Accounts.** The following accounts are excluded from the definition of Financial Accounts and therefore shall not be treated as U.S. Reportable Accounts.

A. **Certain Savings Accounts.**

1. Retirement and Pension Account. A retirement or pension account maintained in Trinidad and Tobago that satisfies the following requirements under the laws of Trinidad and Tobago:

(a) The account is subject to regulation as a personal retirement account or is part of a registered or regulated retirement or pension plan for the provision of retirement or pension benefits (including disability or death benefits);

(b) The account is tax-favored (i.e., contributions to the account that would otherwise be subject to tax under the laws of Trinidad and Tobago are deductible or excluded from the gross income of the account holder or taxed at a reduced rate, or

taxation of investment income from the account is deferred or taxed at a reduced rate);

(c) Annual information reporting is required to the tax authorities in Trinidad and Tobago with respect to the account;

(d) Withdrawals are conditioned on reaching a specified retirement age, disability, or death, or penalties apply to withdrawals made before such specified events; and

(e) Either: (i) annual contributions are limited to $50,000 or less; or (ii) there is a maximum lifetime contribution limit to the account of $1,000,000 or less, in each case applying the rules set forth in Annex I for account aggregation and currency translation.

2. Non-Retirement Savings Accounts. An account maintained in Trinidad and Tobago (other than an insurance or Annuity Contract) that satisfies the following requirements under the laws of Trinidad and Tobago:

(a) The account is subject to regulation as a savings vehicle for purposes other than for retirement;

(b) The account is tax-favored (i.e., contributions to the account that would otherwise be subject to tax under the laws of Trinidad and Tobago are deductible or excluded from the gross income of the account holder or taxed at a reduced rate, or taxation of investment income from the account is deferred or taxed at a reduced rate);

(c) Withdrawals are conditioned on meeting specific criteria related to the purpose of the savings account (for example, the provision of educational or medical benefits), or penalties apply to withdrawals made before such criteria are met; and

(d) Annual contributions are limited to $50,000 or less, applying the rules set forth in Annex I for account aggregation and currency translation.

B. **Certain Term Life Insurance Contracts.** A life insurance contract maintained in Trinidad and Tobago with a

coverage period that will end before the insured individual attains age 90 years, provided that the contract satisfies the following requirements:

1. Periodic premiums, which do not decrease over time, are payable at least annually during the period the contract is in existence or until the insured attains age 90 years, whichever is shorter;
2. The contract has no contract value that any person can access (by withdrawal, loan, or otherwise) without terminating the contract;
3. The amount (other than a death benefit) payable upon cancellation or termination of the contract cannot exceed the aggregate premiums paid for the contract, less the sum of mortality, morbidity, and expense charges (whether or not actually imposed) for the period or periods of the contract's existence and any amounts paid prior to the cancellation or termination of the contract; and
4. The contract is not held by a transferee for value.

C. **Account Held By an Estate.** An account maintained in Trinidad and Tobago that is held solely by an estate if the documentation for such account includes a copy of the deceased's will or death certificate.

D. **Escrow Accounts.** An account maintained in Trinidad and Tobago established in connection with any of the following:

1. A court order or judgment.
2. A sale, exchange, or lease of real or personal property, provided that the account satisfies the following requirements:
   (a) The account is funded solely with a down payment, earnest money, deposit in an amount appropriate to secure an obligation directly related to the transaction, or a similar payment, or is funded with a financial asset that is deposited in the account in connection with the sale, exchange, or lease of the property;
   (b) The account is established and used solely to secure the obligation of the purchaser to pay the purchase price for the property, the seller to pay any contingent liability, or the lessor or lessee to

pay for any damages relating to the leased property as agreed under the lease;

(c) The assets of the account, including the income earned thereon, will be paid or otherwise distributed for the benefit of the purchaser, seller, lessor, or lessee (including to satisfy such person's obligation) when the property is sold, exchanged, or surrendered, or the lease terminates;

(d) The account is not a margin or similar account established in connection with a sale or exchange of a financial asset; and

(e) The account is not associated with a credit card account.

3. An obligation of a Financial Institution servicing a loan secured by real property to set aside a portion of a payment solely to facilitate the payment of taxes or insurance related to the real property at a later time.

4. An obligation of a Financial Institution solely to facilitate the payment of taxes at a later time.

E. **Partner Jurisdiction Accounts.** An account maintained in Trinidad and Tobago and excluded from the definition of Financial Account under an agreement between the United States and another Partner Jurisdiction to facilitate the implementation of FATCA, provided that such account is subject to the same requirements and oversight under the laws of such other Partner Jurisdiction as if such account were established in that Partner Jurisdiction and maintained by a Partner Jurisdiction Financial Institution in that Partner Jurisdiction.

VI. **Definitions.** The following additional definitions shall apply to the descriptions above:

A. **Reporting Model 1 FFI.** The term Reporting Model 1 FFI means a Financial Institution with respect to which a non-U.S. government or agency thereof agrees to obtain and exchange information pursuant to a Model 1 IGA, other than a Financial Institution treated as a Nonparticipating Financial Institution under the Model 1 IGA. For purposes of this definition, the term Model 1 IGA means an arrangement between the United States or the Treasury Department and a non-U.S. government or one or more agencies thereof to implement FATCA through reporting by Financial Institutions to such non-U.S. government or agency thereof, followed by automatic exchange of such reported information with the IRS.

B. **Participating FFI.** The term Participating FFI means a Financial Institution that has agreed to comply with the requirements of an FFI Agreement, including a Financial Institution described in a Model 2 IGA that has agreed to comply with the requirements of an FFI Agreement. The term Participating FFI also includes a qualified intermediary branch of a Reporting U.S. Financial Institution, unless such branch is a Reporting Model 1 FFI. For purposes of this definition, the term FFI Agreement means an agreement that sets forth the requirements for a Financial Institution to be treated as complying with the requirements of section 1471*(b)* of the U.S. Internal Revenue Code. In addition, for purposes of this definition, the term Model 2 IGA means an arrangement between the United States or the Treasury Department and a non-U.S. government or one or more agencies thereof to facilitate the implementation of FATCA through reporting by Financial Institutions directly to the IRS in accordance with the requirements of an FFI Agreement, supplemented by the exchange of information between such non-U.S. government or agency thereof and the IRS.

SCHEDULE 3

(Section 9)

The following Entities shall be treated as exempt beneficial owners or deemed-compliant FFIs, as the case may be, and the following accounts are excluded from the definition of Financial Accounts.

This Annex II may be modified by a mutual written decision entered into between the Competent Authorities of Trinidad and Tobago and the United States: (1) to include additional Entities and accounts that present a low risk of being used by U.S. Persons to evade U.S. tax and that have similar characteristics to the Entities and accounts described in this Annex II as of the date of signature of the Agreement; or (2) to remove Entities and accounts that, due to changes in circumstances, no longer present a low risk of being used by U.S. Persons to evade U.S. tax. Any such addition or removal shall be effective on the date of signature of the mutual decision, unless otherwise provided therein. Procedures for reaching such a mutual decision may be included in the mutual agreement or arrangement described in paragraph 6 of Article 3 of the Agreement.

I. **Exempt Beneficial Owners other than Funds.** The following Entities shall be treated as Non-Reporting Trinidad and Tobago Financial Institutions and as exempt beneficial owners for purposes of sections 1471 and 1472 of the U.S. Internal Revenue

Code, other than with respect to a payment that is derived from an obligation held in connection with a commercial financial activity of a type engaged in by a Specified Insurance Company, Custodial Institution, or Depository Institution.

A. **Governmental Entity.** The government of Trinidad and Tobago, any political subdivision of Trinidad and Tobago (which, for the avoidance of doubt, includes a state, province, county, or municipality), or any wholly owned agency or instrumentality of Trinidad and Tobago or any one or more of the foregoing (each, a "Trinidad and Tobago Governmental Entity"). This category is comprised of the integral parts, controlled entities, and political subdivisions of Trinidad and Tobago.

1. An integral part of Trinidad and Tobago means any person, organization, agency, bureau, fund, instrumentality, or other body, however designated, that constitutes a governing authority of Trinidad and Tobago. The net earnings of the governing authority must be credited to its own account or to other accounts of Trinidad and Tobago, with no portion inuring to the benefit of any private person. An integral part does not include any individual who is a sovereign, official, or administrator acting in a private or personal capacity.

2. A controlled entity means an Entity that is separate in form from Trinidad and Tobago or that otherwise constitutes a separate juridical entity, provided that:

   (a) The Entity is wholly owned and controlled by one or more Trinidad and Tobago Governmental Entities directly or through one or more controlled entities;

   (b) The Entity's net earnings are credited to its own account or to the accounts of one or more Trinidad and Tobago Governmental Entities, with no portion of its income inuring to the benefit of any private person; and

   (c) The Entity's assets vest in one or more Trinidad and Tobago Governmental Entities upon dissolution.

3. Income does not inure to the benefit of private persons if such persons are the intended beneficiaries of a governmental program, and the program activities are performed for the general public with respect to the

common welfare or relate to the administration of some phase of government. Notwithstanding the foregoing, however, income is considered to inure to the benefit of private persons if the income is derived from the use of a governmental entity to conduct a commercial business, such as a commercial banking business, that provides financial services to private persons.

B. **International Organization.** Any international organization or wholly owned agency or instrumentality thereof. This category includes any intergovernmental organization (including a supranational organization) (1) that is comprised primarily of non-U.S. governments; (2) that has in effect a headquarters agreement with Trinidad and Tobago; and (3) the income of which does not inure to the benefit of private persons.

C. **Central Bank.** An institution that is by law or government sanction the principal authority, other than the government of Trinidad and Tobago itself, issuing instruments intended to circulate as currency. Such an institution may include an instrumentality that is separate from the government of Trinidad and Tobago, whether or not owned in whole or in part by Trinidad and Tobago.

II. **Funds that Qualify as Exempt Beneficial Owners.** The following Entities shall be treated as Non-Reporting Trinidad and Tobago Financial Institutions and as exempt beneficial owners for purposes of sections 1471 and 1472 of the U.S. Internal Revenue Code.

A. **Treaty-Qualified Retirement Fund.** A fund established in Trinidad and Tobago, provided that the fund is entitled to benefits under an income tax treaty between Trinidad and Tobago and the United States on income that it derives from sources within the United States (or would be entitled to such benefits if it derived any such income) as a resident of Trinidad and Tobago that satisfies any applicable limitation on benefits requirement, and is operated principally to administer or provide pension or retirement benefits.

B. **Broad Participation Retirement Fund.** A fund established in Trinidad and Tobago to provide retirement, disability, or death benefits, or any combination thereof, to beneficiaries that are current or former employees (or persons designated by such employees) of one or more employers in consideration for services rendered, provided that the fund:

1. Does not have a single beneficiary with a right to more than five per cent of the fund's assets;

2. Is subject to government regulation and provides information reporting to the tax authorities in Trinidad and Tobago; and

3. Satisfies at least one of the following requirements:

(a) The fund is generally exempt from tax in Trinidad and Tobago on investment income under the laws of Trinidad and Tobago due to its status as a retirement or pension plan;

(b) The fund receives at least 50 per cent of its total contributions (other than transfers of assets from other plans described in paragraphs A through D of this section or from retirement and pension accounts described in subparagraph A(1) of section V of this Annex II) from the sponsoring employers;

(c) Distributions or withdrawals from the fund are allowed only upon the occurrence of specified events related to retirement, disability, or death (except rollover distributions to other retirement funds described in paragraphs A through D of this section or retirement and pension accounts described in subparagraph A(1) of section V of this Annex II), or penalties apply to distributions or withdrawals made before such specified events; or

(d) Contributions (other than certain permitted make-up contributions) by employees to the fund are limited by reference to earned income of the employee or may not exceed $50,000 annually, applying the rules set forth in Annex I for account aggregation and currency translation.

C. **Narrow Participation Retirement Fund.** A fund established in Trinidad and Tobago to provide retirement, disability, or death benefits to beneficiaries that are current or former employees (or persons designated by such employees) of one or more employers in consideration for services rendered, provided that:

1. The fund has fewer than 50 participants;

2. The fund is sponsored by one or more employers that are not Investment Entities or Passive NFFEs;

3. The employee and employer contributions to the fund (other than transfers of assets from treaty-qualified retirement funds described in paragraph A of this section or retirement and pension accounts described in subparagraph A(1) of section V of this Annex II) are limited by reference to earned income and compensation of the employee, respectively;

4. Participants that are not residents of Trinidad and Tobago are not entitled to more than 20 per cent of the fund's assets; and

5. The fund is subject to government regulation and provides information reporting to the tax authorities in Trinidad and Tobago.

D. **Pension Fund of an Exempt Beneficial Owner.** A fund established in Trinidad and Tobago by an exempt beneficial owner to provide retirement, disability, or death benefits to beneficiaries or participants that are current or former employees of the exempt beneficial owner (or persons designated by such employees), or that are not current or former employees, if the benefits provided to such beneficiaries or participants are in consideration of personal services performed for the exempt beneficial owner.

E. **Investment Entity Wholly Owned by Exempt Beneficial Owners.** An Entity that is a Trinidad and Tobago Financial Institution solely because it is an Investment Entity, provided that each direct holder of an Equity Interest in the Entity is an exempt beneficial owner, and each direct holder of a debt interest in such Entity is either a Depository Institution (with respect to a loan made to such Entity) or an exempt beneficial owner.

III. **Small or Limited Scope Financial Institutions that Qualify as Deemed-Compliant FFIs.** The following Financial Institutions are Non-Reporting Trinidad and Tobago Financial Institutions that shall be treated as deemed-compliant FFIs for purposes of section 1471 of the U.S. Internal Revenue Code.

A. **Financial Institution with a Local Client Base.** A Financial Institution satisfying the following requirements:

1. The Financial Institution must be licensed and regulated as a financial institution under the laws of Trinidad and Tobago;

2. The Financial Institution must have no fixed place of business outside of Trinidad and Tobago. For this purpose, a fixed place of business does not include a

location that is not advertised to the public and from which the Financial Institution performs solely administrative support functions;

3. The Financial Institution must not solicit customers or Account Holders outside Trinidad and Tobago. For this purpose, a Financial Institution shall not be considered to have solicited customers or Account Holders outside Trinidad and Tobago merely because the Financial Institution *(a)* operates a website, provided that the website does not specifically indicate that the Financial Institution provides Financial Accounts or services to nonresidents, and does not otherwise target or solicit U.S. customers or Account Holders; or *(b)* advertises in print media or on a radio or television station that is distributed or aired primarily within Trinidad and Tobago but is also incidentally distributed or aired in other countries, provided that the advertisement does not specifically indicate that the Financial Institution provides Financial Accounts or services to nonresidents, and does not otherwise target or solicit U.S. customers or Account Holders;

4. The Financial Institution must be required under the laws of Trinidad and Tobago to identify resident Account Holders for purposes of either information reporting or withholding of tax with respect to Financial Accounts held by residents or for purposes of satisfying Trinidad and Tobago's AML due diligence requirements;

5. At least 98 per cent of the Financial Accounts by value maintained by the Financial Institution must be held by residents (including residents that are Entities) of Trinidad and Tobago;

6. By the later of the Determination Date, or the date that the Financial Institution claims treatment as a deemed-compliant FFI pursuant to this paragraph A, the Financial Institution must have policies and procedures, consistent with those set forth in Annex I, to prevent the Financial Institution from providing a Financial Account to any Nonparticipating Financial Institution and to monitor whether the Financial Institution opens or maintains a Financial Account for any Specified U.S. Person who is not a resident of Trinidad and Tobago (including a U.S. Person that was a resident of Trinidad and Tobago when the Financial

Account was opened but subsequently ceases to be a resident of Trinidad and Tobago) or any Passive NFFE with Controlling Persons who are U.S. residents or U.S. citizens who are not residents of Trinidad and Tobago;

7. Such policies and procedures must provide that if any Financial Account held by a Specified U.S. Person who is not a resident of Trinidad and Tobago or by a Passive NFFE with Controlling Persons who are U.S. residents or U.S. citizens who are not residents of Trinidad and Tobago is identified, the Financial Institution must report such Financial Account as would be required if the Financial Institution were a Reporting Trinidad and Tobago Financial Institution (including by following the applicable registration requirements on the IRS FATCA registration website) or close such Financial Account;

8. With respect to a Pre-existing Account held by an individual who is not a resident of Trinidad and Tobago or by an Entity, the Financial Institution must review those Pre-existing Accounts in accordance with the procedures set forth in Annex I applicable to Preexisting Accounts to identify any U.S. Reportable Account or Financial Account held by a Nonparticipating Financial Institution, and must report such Financial Account as would be required if the Financial Institution were a Reporting Trinidad and Tobago Financial Institution (including by following the applicable registration requirements on the IRS FATCA registration website) or close such Financial Account;

9. Each Related Entity of the Financial Institution that is a Financial Institution must be incorporated or organized in Trinidad and Tobago and, with the exception of any Related Entity that is a retirement fund described in paragraphs A through D of section II of this Annex II, satisfy the requirements set forth in this paragraph A; and

10. The Financial Institution must not have policies or practices that discriminate against opening or maintaining Financial Accounts for individuals who are Specified U.S. Persons and residents of Trinidad and Tobago.

B. **Local Bank.** A Financial Institution satisfying the

following requirements:

1. The Financial Institution operates solely as (and is licensed and regulated under the laws of Trinidad and Tobago as) *(a)* a bank or *(b)* a credit union or similar cooperative credit organization that is operated without profit;

2. The Financial Institution's business consists primarily of receiving deposits from and making loans to, with respect to a bank, unrelated retail customers and, with respect to a credit union or similar cooperative credit organization, members, provided that no member has a greater than five per cent interest in such credit union or cooperative credit organization;

3. The Financial Institution satisfies the requirements set forth in subparagraphs A(2) and A(3) of this section, provided that, in addition to the limitations on the website described in subparagraph A(3) of this section, the website does not permit the opening of a Financial Account;

4. The Financial Institution does not have more than $175 million in assets on its balance sheet, and the Financial Institution and any Related Entities, taken together, do not have more than $500 million in total assets on their consolidated or combined balance sheets; and

5. Any Related Entity must be incorporated or organized in Trinidad and Tobago, and any Related Entity that is a Financial Institution, with the exception of any Related Entity that is a retirement fund described in paragraphs A through D of section II of this Annex II, or a Financial Institution with only low-value accounts described in paragraph C of this section, must satisfy the requirements set forth in this paragraph B.

C. **Financial Institution with Only Low-Value Accounts.** A Trinidad and Tobago Financial Institution satisfying the following requirements:

1. The Financial Institution is not an Investment Entity;

2. No Financial Account maintained by the Financial Institution or any Related Entity has a balance or value in excess of $50,000, applying the rules set forth in Annex I for account aggregation and currency translation; and

3. The Financial Institution does not have more than $50 million in assets on its balance sheet, and the Financial Institution and any Related Entities, taken together, do not have more than $50 million in total assets on their consolidated or combined balance sheets.

D. **Qualified Credit Card Issuer.** A Trinidad and Tobago Financial Institution satisfying the following requirements:

1. The Financial Institution is a Financial Institution solely because it is an issuer of credit cards that accepts deposits only when a customer makes a payment in excess of a balance due with respect to the card and the overpayment is not immediately returned to the customer; and

2. By the later of the Determination Date, or the date that the Financial Institution claims treatment as a deemed-compliant FFI pursuant to this paragraph D, the Financial Institution implements policies and procedures to either prevent a customer deposit in excess of $50,000, or to ensure that any customer deposit in excess of $50,000, in each case applying the rules set forth in Annex I for account aggregation and currency translation, is refunded to the customer within 60 days. For this purpose, a customer deposit does not refer to credit balances to the extent of disputed charges but does include credit balances resulting from merchandise returns.

IV. **Investment Entities that Qualify as Deemed-Compliant FFIs and Other Special Rules.** The Financial Institutions described in paragraphs A through E of this section are Non-Reporting Trinidad and Tobago Financial Institutions that shall be treated as deemed-compliant FFIs for purposes of section 1471 of the U.S. Internal Revenue Code. In addition, paragraph F of this section provides special rules applicable to an Investment Entity.

A. **Trustee-Documented Trust.** A trust established under the laws of Trinidad and Tobago to the extent that the trustee of the trust is a Reporting U.S. Financial Institution, Reporting Model 1 FFI, or Participating FFI and the trustee reports all information required to be reported pursuant to the Agreement as would be required if the trust were a Reporting Trinidad and Tobago Financial Institution (including by following the applicable registration requirements on the IRS FATCA registration website).

B. **Sponsored Investment Entity and Controlled Foreign Corporation.** A Financial Institution described in subparagraph B(1) or B(2) of this section having a sponsoring entity that complies with the requirements of subparagraph B(3) of this section.

1. A Financial Institution is a sponsored investment entity if *(a)* it is an Investment Entity established in Trinidad and Tobago that is not a qualified intermediary, withholding foreign partnership, or withholding foreign trust pursuant to relevant U.S. Treasury Regulations; and *(b)* an Entity has agreed with the Financial Institution to act as a sponsoring entity for the Financial Institution.

2. A Financial Institution is a sponsored controlled foreign corporation if *(a)* the Financial Institution is a controlled foreign corporation[2] organized under the laws of Trinidad and Tobago that is not a qualified intermediary, withholding foreign partnership, or withholding foreign trust pursuant to relevant U.S. Treasury Regulations; *(b)* the Financial Institution is wholly owned, directly or indirectly, by a Reporting U.S. Financial Institution that agrees to act, or requires an affiliate of the Financial Institution to act, as a sponsoring entity for the Financial Institution; and *(c)* the Financial Institution shares a common electronic account system with the sponsoring entity that enables the sponsoring entity to identify all Account Holders and payees of the Financial Institution and to access all account and customer information maintained by the Financial Institution including, but not limited to, customer identification information, customer documentation, account balance, and all payments made to the Account Holder or payee.

3. The sponsoring entity complies with the following requirements:

   (a) The sponsoring entity is authorized to act on behalf of the Financial Institution (such as a fund manager, trustee, corporate director, or managing partner) to fulfill applicable registration requirements on the IRS FATCA registration website;

[2] A "controlled foreign corporation" means any foreign corporation if more than 50 per cent of the total combined voting power of all classes of stock of such corporation entitled to vote, or the total value of the stock of such corporation, is owned, or is considered as owned, by "United States shareholders" on any day during the taxable year of such foreign corporation. The term a "United States shareholder" means, with respect to any foreign corporation, a United States person who owns, or is considered as owning, 10 per cent or more of the total combined voting power of all classes of stock entitled to vote of such foreign corporation.

(b) The sponsoring entity has registered as a sponsoring entity with the IRS on the IRS FATCA registration website;

(c) If the sponsoring entity identifies any U.S. Reportable Accounts with respect to the Financial Institution, the sponsoring entity registers the Financial Institution pursuant to applicable registration requirements on the IRS FATCA registration website on or before the later of December 31, 2016 and the date that is 90 days after such a U.S. Reportable Account is first identified;

(d) The sponsoring entity agrees to perform, on behalf of the Financial Institution, all due diligence, withholding, reporting, and other requirements that the Financial Institution would have been required to perform if it were a Reporting Trinidad and Tobago Financial Institution;

(e) The sponsoring entity identifies the Financial Institution and includes the identifying number of the Financial Institution (obtained by following applicable registration requirements on the IRS FATCA registration website) in all reporting completed on the Financial Institution's behalf; and

(f) The sponsoring entity has not had its status as a sponsor revoked.

C. **Sponsored, Closely Held Investment Vehicle.** A Trinidad and Tobago Financial Institution satisfying the following requirements:

1. The Financial Institution is a Financial Institution solely because it is an Investment Entity and is not a qualified intermediary, withholding foreign partnership, or withholding foreign trust pursuant to relevant U.S. Treasury Regulations;

2. The sponsoring entity is a Reporting U.S. Financial Institution, Reporting Model 1 FFI, or Participating FFI, is authorized to act on behalf of the Financial Institution (such as a professional manager, trustee, or managing partner), and agrees to perform, on behalf of the Financial Institution, all due diligence,

withholding, reporting, and other requirements that the Financial Institution would have been required to perform if it were a Reporting Trinidad and Tobago Financial Institution;

3. The Financial Institution does not hold itself out as an investment vehicle for unrelated parties;

4. Twenty or fewer individuals own all of the debt interests and Equity Interests in the Financial Institution (disregarding debt interests owned by Participating FFIs and deemed-compliant FFIs and Equity Interests owned by an Entity if that Entity owns 100 per cent of the Equity Interests in the Financial Institution and is itself a sponsored Financial Institution described in this paragraph C); and

5. The sponsoring entity complies with the following requirements:

   (a) The sponsoring entity has registered as a sponsoring entity with the IRS on the IRS FATCA registration website;

   (b) The sponsoring entity agrees to perform, on behalf of the Financial Institution, all due diligence, withholding, reporting, and other requirements that the Financial Institution would have been required to perform if it were a Reporting Trinidad and Tobago Financial Institution and retains documentation collected with respect to the Financial Institution for a period of six years;

   (c) The sponsoring entity identifies the Financial Institution in all reporting completed on the Financial Institution's behalf; and

   (d) The sponsoring entity has not had its status as a sponsor revoked.

D. **Investment Advisors and Investment Managers.** An Investment Entity established in Trinidad and Tobago that is a Financial Institution solely because it (1) renders investment advice to, and acts on behalf of; or (2) manages portfolios for, and acts on behalf of, a customer for the purposes of investing, managing, or administering funds deposited in the name of the customer with a Financial Institution other than a Nonparticipating Financial Institution.

E. **Collective Investment Vehicle.** An Investment Entity established in Trinidad and Tobago that is regulated as a collective investment vehicle, provided that all of the interests in the collective investment vehicle (including debt interests in excess of $50,000) are held by or through one or more exempt beneficial owners, Active NFFEs described in subparagraph B(4) of section VI of Annex I, U.S. Persons that are not Specified U.S. Persons, or Financial Institutions that are not Nonparticipating Financial Institutions.

F. **Special Rules.** The following rules apply to an Investment Entity:

1. With respect to interests in an Investment Entity that is a collective investment vehicle described in paragraph E of this section, the reporting obligations of any Investment Entity (other than a Financial Institution through which interests in the collective investment vehicle are held) shall be deemed fulfilled.

2. With respect to interests in:

   (a) An Investment Entity established in a Partner Jurisdiction that is regulated as a collective investment vehicle, all of the interests in which (including debt interests in excess of $50,000) are held by or through one or more exempt beneficial owners, Active NFFEs described in subparagraph B(4) of section VI of Annex I, U.S. Persons that are not Specified U.S. Persons, or Financial Institutions that are not Nonparticipating Financial Institutions; or

   (b) An Investment Entity that is a qualified collective investment vehicle under relevant U.S. Treasury Regulations,

   the reporting obligations of any Investment Entity that is a Trinidad and Tobago Financial Institution (other than a Financial Institution through which interests in the collective investment vehicle are held) shall be deemed fulfilled.

3. With respect to interests in an Investment Entity established in Trinidad and Tobago that is not described in paragraph E or subparagraph F(2) of this section, consistent with paragraph 3 of Article 5 of the Agreement, the reporting obligations of all other Investment Entities with respect to such interests shall be deemed fulfilled if the information required to

be reported by the first-mentioned Investment Entity pursuant to the Agreement with respect to such interests is reported by such Investment Entity or another person.

4. An Investment Entity established in Trinidad and Tobago that is regulated as a collective investment vehicle shall not fail to qualify under paragraph E or subparagraph F(2) of this section, or otherwise as a deemed-compliant FFI, solely because the collective investment vehicle has issued physical shares in bearer form, provided that:

(a) The collective investment vehicle has not issued, and does not issue, any physical shares in bearer form after December 31, 2012;

(b) The collective investment vehicle retires all such shares upon surrender;

(c) The collective investment vehicle (or a Reporting Trinidad and Tobago Financial Institution) performs the due diligence procedures set forth in Annex I and reports any information required to be reported with respect to any such shares when such shares are presented for redemption or other payment; and

(d) The collective investment vehicle has in place policies and procedures to ensure that such shares are redeemed or immobilized as soon as possible, and in any event prior to 1st January, 2017.

V. **Accounts Excluded from Financial Accounts.** The following accounts are excluded from the definition of Financial Accounts and therefore shall not be treated as U.S. Reportable Accounts.

A. **Certain Savings Accounts.**

1. Retirement and Pension Account. A retirement or pension account maintained in Trinidad and Tobago that satisfies the following requirements under the laws of Trinidad and Tobago:

(a) The account is subject to regulation as a personal retirement account or is part of a registered or regulated retirement or pension plan for the provision of retirement or pension benefits (including disability or death benefits);

(b) The account is tax-favored (*i.e.*, contributions to the account that would otherwise be subject to tax under the laws of Trinidad and Tobago are deductible or excluded from the gross income of the account holder or taxed at a reduced rate, or taxation of investment income from the account is deferred or taxed at a reduced rate);

(c) Annual information reporting is required to the tax authorities in Trinidad and Tobago with respect to the account;

(d) Withdrawals are conditioned on reaching a specified retirement age, disability, or death, or penalties apply to withdrawals made before such specified events; and

(e) Either (i) annual contributions are limited to $50,000 or less; or (ii) there is a maximum lifetime contribution limit to the account of $1,000,000 or less, in each case applying the rules set forth in Annex I for account aggregation and currency translation.

2. Non-Retirement Savings Accounts. An account maintained in Trinidad and Tobago (other than an insurance or Annuity Contract) that satisfies the following requirements under the laws of Trinidad and Tobago:

(a) The account is subject to regulation as a savings vehicle for purposes other than for retirement;

(b) The account is tax-favored (*i.e.*, contributions to the account that would otherwise be subject to tax under the laws of Trinidad and Tobago are deductible or excluded from the gross income of the account holder or taxed at a reduced rate, or taxation of investment income from the account is deferred or taxed at a reduced rate);

(c) Withdrawals are conditioned on meeting specific criteria related to the purpose of the savings account (for example, the provision of educational or medical benefits), or penalties apply to withdrawals made before such criteria are met; and

(d) Annual contributions are limited to $50,000 or less, applying the rules set forth in Annex I for account aggregation and currency translation.

B. **Certain Term Life Insurance Contracts.** A life insurance contract maintained in Trinidad and Tobago with a coverage period that will end before the insured individual attains age 90 years, provided that the contract satisfies the following requirements:

1. Periodic premiums, which do not decrease over time, are payable at least annually during the period the contract is in existence or until the insured attains age 90 years, whichever is shorter;
2. The contract has no contract value that any person can access (by withdrawal, loan, or otherwise) without terminating the contract;
3. The amount (other than a death benefit) payable upon cancellation or termination of the contract cannot exceed the aggregate premiums paid for the contract, less the sum of mortality, morbidity, and expense charges (whether or not actually imposed) for the period or periods of the contract's existence and any amounts paid prior to the cancellation or termination of the contract; and
4. The contract is not held by a transferee for value.

C. **Account held by an Estate.** An account maintained in Trinidad and Tobago that is held solely by an estate if the documentation for such account includes a copy of the deceased's will or death certificate.

D. **Escrow Accounts.** An account maintained in Trinidad and Tobago established in connection with any of the following:

1. A court order or judgment.
2. A sale, exchange, or lease of real or personal property, provided that the account satisfies the following requirements:
   (a) The account is funded solely with a down payment, earnest money, deposit in an amount appropriate to secure an obligation directly related to the transaction, or a similar payment, or is funded with a financial asset that is deposited in the account in connection with the sale, exchange, or lease of the property;
   (b) The account is established and used solely to secure the obligation of the purchaser to pay the purchase price for the property, the seller to pay any contingent liability, or the lessor or lessee

to pay for any damages relating to the leased property as agreed under the lease;

(c) The assets of the account, including the income earned thereon, will be paid or otherwise distributed for the benefit of the purchaser, seller, lessor, or lessee (including to satisfy such person's obligation) when the property is sold, exchanged, or surrendered, or the lease terminates;

(d) The account is not a margin or similar account established in connection with a sale or exchange of a financial asset; and

(e) The account is not associated with a credit card account.

3. An obligation of a Financial Institution servicing a loan secured by real property to set aside a portion of a payment solely to facilitate the payment of taxes or insurance related to the real property at a later time.

4. An obligation of a Financial Institution solely to facilitate the payment of taxes at a later time.

E. **Partner Jurisdiction Accounts.** An account maintained in Trinidad and Tobago and excluded from the definition of Financial Account under an agreement between the United States and another Partner Jurisdiction to facilitate the implementation of FATCA, provided that such account is subject to the same requirements and oversight under the laws of such other Partner Jurisdiction as if such account were established in that Partner Jurisdiction and maintained by a Partner Jurisdiction Financial Institution in that Partner Jurisdiction.

VI. **Definitions.** The following additional definitions shall apply to the descriptions above:

A. **Reporting Model 1 FFI.** The term Reporting Model 1 FFI means a Financial Institution with respect to which a non-U.S. government or agency thereof agrees to obtain and exchange information pursuant to a Model 1 IGA, other than a Financial Institution treated as a Nonparticipating Financial Institution under the Model 1 IGA. For purposes of this definition, the term Model 1 IGA means an arrangement between the United States or the Treasury Department and a non-U.S. government or one or more agencies thereof to implement FATCA through reporting by Financial Institutions to such non-U.S. government or agency thereof, followed by automatic exchange of such reported information with the IRS.

B. **Participating FFI.** The term Participating FFI means a Financial Institution that has agreed to comply with the requirements of an FFI Agreement, including a Financial Institution described in a Model 2 IGA that has agreed to comply with the requirements of an FFI Agreement. The term Participating FFI also includes a qualified intermediary branch of a Reporting U.S. Financial Institution, unless such branch is a Reporting Model 1 FFI. For purposes of this definition, the term FFI Agreement means an agreement that sets forth the requirements for a Financial Institution to be treated as complying with the requirements of section 1471*(b)* of the U.S. Internal Revenue Code. In addition, for purposes of this definition, the term Model 2 IGA means an arrangement between the United States or the Treasury Department and a non-U.S. government or one or more agencies thereof to facilitate the implementation of FATCA through reporting by Financial Institutions directly to the IRS in accordance with the requirements of an FFI Agreement, supplemented by the exchange of information between such non-U.S. government or agency thereof and the IRS.

SCHEDULE 4

(Section 9)

DUE DILIGENCE OBLIGATIONS FOR IDENTIFYING AND REPORTING ON U.S. REPORTABLE ACCOUNTS AND ON PAYMENTS TO CERTAIN NONPARTICIPATING FINANCIAL INSTITUTIONS

I. **General.**

A. Trinidad and Tobago shall require that Reporting Trinidad and Tobago Financial Institutions apply the due diligence procedures contained in this Annex I to identify U.S. Reportable Accounts and accounts held by Nonparticipating Financial Institutions.

B. For purposes of the Agreement,

1. All dollar amounts are in U.S. dollars and shall be read to include the equivalent in other currencies.

2. Except as otherwise provided herein, the balance or value of an account shall be determined as of the last day of the calendar year or other appropriate reporting period.

3. Where a balance or value threshold is to be determined as of the Determination Date under this Annex I, the relevant balance or value shall be determined as of that day or the last day of the reporting period ending immediately before the Determination Date, and

where a balance or value threshold is to be determined as of the last day of a calendar year under this Annex I, the relevant balance or value shall be determined as of the last day of the calendar year or other appropriate reporting period.

4. Subject to subparagraph E(1) of section II of this Annex I, an account shall be treated as a U.S. Reportable Account beginning as of the date it is identified as such pursuant to the due diligence procedures in this Annex I.

5. Unless otherwise provided, information with respect to a U.S. Reportable Account shall be reported annually in the calendar year following the year to which the information relates.

C. As an alternative to the procedures described in each section of this Annex I, Trinidad and Tobago may permit Reporting Trinidad and Tobago Financial Institutions to rely on the procedures described in relevant U.S. Treasury Regulations to establish whether an account is a U.S. Reportable Account or an account held by a Nonparticipating Financial Institution. Trinidad and Tobago may permit Reporting Trinidad and Tobago Financial Institutions to make such election separately for each section of this Annex I either with respect to all relevant Financial Accounts or, separately, with respect to any clearly identified group of such accounts (such as by line of business or the location of where the account is maintained).

II. **Pre-existing Individual Accounts.** The following rules and procedures apply for purposes of identifying U.S. Reportable Accounts among Pre-existing Accounts held by individuals ("Preexisting Individual Accounts").

A. **Accounts Not Required to Be Reviewed, Identified, or Reported.** Unless the Reporting Trinidad and Tobago Financial Institution elects otherwise, either with respect to all Pre-existing Individual Accounts or, separately, with respect to any clearly identified group of such accounts, where the implementing rules in Trinidad and Tobago provide for such an election, the following Pre-existing Individual Accounts are not required to be reviewed, identified, or reported as U.S. Reportable Accounts:

1. Subject to subparagraph E(2) of this section, a Pre-existing Individual Account with a balance or value that does not exceed $50,000 as of the Determination Date.

2. Subject to subparagraph E(2) of this section, a Pre-existing Individual Account that is a Cash Value Insurance Contract or an Annuity Contract with a balance or value of $250,000 or less as of the Determination Date.

3. A Pre-existing Individual Account that is a Cash Value Insurance Contract or an Annuity Contract, provided the law or regulations of Trinidad and Tobago or the United States effectively prevent the sale of such a Cash Value Insurance Contract or an Annuity Contract to U.S. residents (e.g., if the relevant Financial Institution does not have the required registration under U.S. law, and the law of Trinidad and Tobago requires reporting or withholding with respect to insurance products held by residents of Trinidad and Tobago).

4. A Depository Account with a balance of $50,000 or less.

B. **Review Procedures for Pre-existing Individual Accounts With a Balance or Value as of the Determination Date, that Exceeds $50,000 ($250,000 for a Cash Value Insurance Contract or Annuity Contract), But Does Not Exceed $1,000,000 ("Lower Value Accounts").**

1. Electronic Record Search. The Reporting Trinidad and Tobago Financial Institution must review electronically searchable data maintained by the Reporting Trinidad and Tobago Financial Institution for any of the following U.S. indicia:

   (a) Identification of the Account Holder as a U.S. citizen or resident;

   (b) Unambiguous indication of a U.S. place of birth;

   (c) Current U.S. mailing or residence address (including a U.S. post office box);

   (d) Current U.S. telephone number;

   (e) Standing instructions to transfer funds to an account maintained in the United States;

   (f) Currently effective power of attorney or signatory authority granted to a person with a U.S. address; or

(g) An "in-care-of" or "hold mail" address that is the sole address the Reporting Trinidad and Tobago Financial Institution has on file for the Account Holder. In the case of a Pre-existing Individual Account that is a Lower Value Account, an "in-care-of" address outside the United States or "hold mail" address shall not be treated as U.S. indicia.

2. If none of the U.S. indicia listed in subparagraph B(1) of this section are discovered in the electronic search, then no further action is required until there is a change in circumstances that results in one or more U.S. indicia being associated with the account, or the account becomes a High Value Account described in paragraph D of this section.

3. If any of the U.S. indicia listed in subparagraph B(1) of this section are discovered in the electronic search, or if there is a change in circumstances that results in one or more U.S. indicia being associated with the account, then the Reporting Trinidad and Tobago Financial Institution must treat the account as a U.S. Reportable Account unless it elects to apply subparagraph B(4) of this section and one of the exceptions in such subparagraph applies with respect to that account.

4. Notwithstanding a finding of U.S. indicia under subparagraph B(1) of this section, a Reporting Trinidad and Tobago Financial Institution is not required to treat an account as a U.S. Reportable Account if:

(a) Where the Account Holder information unambiguously indicates a U.S. place of birth, the Reporting Trinidad and Tobago Financial Institution obtains, or has previously reviewed and maintains a record of:

(1) A self-certification that the Account Holder is neither a U.S. citizen nor a U.S. resident for tax purposes (which may be on an IRS Form W-8 or other similar agreed form);

(2) A non-U.S. passport or other government-issued identification evidencing the Account Holder's citizenship or nationality in a country other than the United States; and

(3) A copy of the Account Holder's Certificate of Loss of Nationality of the United States or a reasonable explanation of:

(a) The reason the Account Holder does not have such a certificate despite relinquishing U.S. citizenship; or

(b) The reason the Account Holder did not obtain U.S. citizenship at birth.

(b) Where the Account Holder information contains a current U.S. mailing or residence address, or one or more U.S. telephone numbers that are the only telephone numbers associated with the account, the Reporting Trinidad and Tobago Financial Institution obtains, or has previously reviewed and maintains a record of:

(1) A self-certification that the Account Holder is neither a U.S. citizen nor a U.S. resident for tax purposes (which may be on an IRS Form W-8 or other similar agreed form); and

(2) Documentary evidence, as defined in paragraph D of section VI of this Annex I, establishing the Account Holder's non-U.S. status.

(c) Where the Account Holder information contains standing instructions to transfer funds to an account maintained in the United States, the Reporting Trinidad and Tobago Financial Institution obtains, or has previously reviewed and maintains a record of:

(1) A self-certification that the Account Holder is neither a U.S. citizen nor a U.S. resident for tax purposes (which may be on an IRS Form W-8 or other similar agreed form); and

(2) Documentary evidence, as defined in paragraph D of section VI of this Annex I, establishing the Account Holder's non-U.S. status.

(d) Where the Account Holder information contains a currently effective power of attorney or signatory authority granted to a person with a U.S. address, has an "in-care-of" address or "hold mail" address that is the sole address identified for the Account Holder, or has one or more U.S. telephone numbers (if a non-U.S. telephone number is also associated with the account), the Reporting Trinidad and Tobago Financial Institution obtains, or has previously reviewed and maintains a record of:

(1) A self-certification that the Account Holder is neither a U.S. citizen nor a U.S. resident for tax purposes (which may be on an IRS Form W-8 or other similar agreed form); or

(2) Documentary evidence, as defined in paragraph D of section VI of this Annex I, establishing the Account Holder's non-U.S. status.

C. **Additional Procedures Applicable to Pre-existing Individual Accounts That Are Lower Value Accounts.**

1. Review of Pre-existing Individual Accounts that are Lower Value Accounts for U.S. indicia must be completed within two years from the Determination Date.

2. If there is a change of circumstances with respect to a Pre-existing Individual Account that is a Lower Value Account that results in one or more U.S. indicia described in subparagraph B(1) of this section being associated with the account, then the Reporting Trinidad and Tobago Financial Institution must treat the account as a U.S. Reportable Account unless subparagraph B(4) of this section applies.

3. Except for Depository Accounts described in subparagraph A(4) of this section, any Pre-existing Individual Account that has been identified as a U.S. Reportable Account under this section shall be treated as a U.S. Reportable Account in all subsequent years, unless the Account Holder ceases to be a Specified U.S. Person.

D. **Enhanced Review Procedures for Pre-existing Individual Accounts With a Balance or Value That Exceeds $1,000,000 as of the Determination Date or December 31 of 2015 or Any Subsequent Year ("High Value Accounts").**

1. **Electronic Record Search.** The Reporting Trinidad and Tobago Financial Institution must review electronically searchable data maintained by the Reporting Trinidad and Tobago Financial Institution for any of the U.S. indicia described in subparagraph B(1) of this section.

2. **Paper Record Search.** If the Reporting Trinidad and Tobago Financial Institution's electronically searchable databases include fields for, and capture all of the information described in, subparagraph D(3) of this section, then no further paper record search is required. If the electronic databases do not capture all of this information, then with respect to a High Value Account, the Reporting Trinidad and Tobago Financial Institution must also review the current customer master file and, to the extent not contained in the current customer master file, the following documents associated with the account and obtained by the Reporting Trinidad and Tobago Financial Institution within the last five years for any of the U.S. indicia described in subparagraph B(1) of this section:

   (a) The most recent documentary evidence collected with respect to the account;

   (b) The most recent account opening contract or documentation;

   (c) The most recent documentation obtained by the Reporting Trinidad and Tobago Financial Institution pursuant to AML/KYC Procedures or for other regulatory purposes;

   (d) Any power of attorney or signature authority forms currently in effect; and

   (e) Any standing instructions to transfer funds currently in effect.

3. **Exception Where Databases Contain Sufficient Information.** A Reporting Trinidad and Tobago Financial Institution is not required to perform the paper record search described in subparagraph D(2) of this section if the Reporting Trinidad and Tobago

Financial Institution's electronically searchable information includes the following:

(a) The Account Holder's nationality or residence status;

(b) The Account Holder's residence address and mailing address currently on file with the Reporting Trinidad and Tobago Financial Institution;

(c) The Account Holder's telephone number(s) currently on file, if any, with the Reporting Trinidad and Tobago Financial Institution;

(d) Whether there are standing instructions to transfer funds in the account to another account (including an account at another branch of the Reporting Trinidad and Tobago Financial Institution or another Financial Institution);

(e) Whether there is a current "in-care-of" address or "hold mail" address for the Account Holder; and

(f) Whether there is any power of attorney or signatory authority for the account.

4. **Relationship Manager Inquiry for Actual Knowledge.** In addition to the electronic and paper record searches described above, the Reporting Trinidad and Tobago Financial Institution must treat as a U.S. Reportable Account any High Value Account assigned to a relationship manager (including any Financial Accounts aggregated with such High Value Account) if the relationship manager has actual knowledge that the Account Holder is a Specified U.S. Person.

5. **Effect of Finding U.S. Indicia.**

(a) If none of the U.S. indicia listed in subparagraph B(1) of this section are discovered in the enhanced review of High Value Accounts described above, and the account is not identified as held by a Specified U.S. Person in subparagraph D(4) of this section, then no further action is required until there is a change in circumstances that results in one or more U.S. indicia being associated with the account.

(b) If any of the U.S. indicia listed in subparagraph B(1) of this section are discovered in the enhanced review of High Value Accounts described above, or if there is a subsequent change in circumstances that results in one or more U.S. indicia being associated with the account, then the Reporting Trinidad and Tobago Financial Institution must treat the account as a U.S. Reportable Account unless it elects to apply subparagraph B(4) of this section and one of the exceptions in such subparagraph applies with respect to that account.

(c) Except for Depository Accounts described in subparagraph A(4) of this section, any Pre-existing Individual Account that has been identified as a U.S. Reportable Account under this section shall be treated as a U.S. Reportable Account in all subsequent years, unless the Account Holder ceases to be a Specified U.S. Person.

E. **Additional Procedures Applicable to High Value Accounts.**

1. If a Pre-existing Individual Account is a High Value Account as of the Determination Date, the Reporting Trinidad and Tobago Financial Institution must complete the enhanced review procedures described in paragraph D of this section with respect to such account within one year from the Determination Date. If based on this review such account is identified as a U.S. Reportable Account on or before 31st December, 2014, the Reporting Trinidad and Tobago Financial Institution must report the required information about such account with respect to 2014 in the first report on the account and on an annual basis thereafter. In the case of an account identified as a U.S. Reportable Account after December 31, 2014, the Reporting Trinidad and Tobago Financial Institution is not required to report information about such account with respect to 2014, but must report information about the account on an annual basis thereafter.

2. If a Pre-existing Individual Account is not a High Value Account as of the Determination Date, but becomes a High Value Account as of the last day of 2015 or any subsequent calendar year, the Reporting Trinidad and Tobago Financial Institution must

complete the enhanced review procedures described in paragraph D of this section with respect to such account within six months after the last day of the calendar year in which the account becomes a High Value Account. If based on this review such account is identified as a U.S. Reportable Account, the Reporting Trinidad and Tobago Financial Institution must report the required information about such account with respect to the year in which it is identified as a U.S. Reportable Account and subsequent years on an annual basis, unless the Account Holder ceases to be a Specified U.S. Person.

3. Once a Reporting Trinidad and Tobago Financial Institution applies the enhanced review procedures described in paragraph D of this section to a High Value Account, the Reporting Trinidad and Tobago Financial Institution is not required to re-apply such procedures, other than the relationship manager inquiry described in subparagraph D(4) of this section, to the same High Value Account in any subsequent year.

4. If there is a change of circumstances with respect to a High Value Account that results in one or more U.S. indicia described in subparagraph B(1) of this section being associated with the account, then the Reporting Trinidad and Tobago Financial Institution must treat the account as a U.S. Reportable Account unless it elects to apply subparagraph B(4) of this section and one of the exceptions in such subparagraph applies with respect to that account.

5. A Reporting Trinidad and Tobago Financial Institution must implement procedures to ensure that a relationship manager identifies any change in circumstances of an account. For example, if a relationship manager is notified that the Account Holder has a new mailing address in the United States, the Reporting Trinidad and Tobago Financial Institution is required to treat the new address as a change in circumstances and, if it elects to apply subparagraph B(4) of this section, is required to obtain the appropriate documentation from the Account Holder.

F. **Pre-existing Individual Accounts that have been Documented for certain other Purposes.** A Reporting Trinidad and Tobago Financial Institution that has previously

obtained documentation from an Account Holder to establish the Account Holder's status as neither a U.S. citizen nor a U.S. resident in order to meet its obligations under a qualified intermediary, withholding foreign partnership, or withholding foreign trust agreement with the IRS, or to fulfill its obligations under chapter 61 of Title 26 of the United States Code, is not required to perform the procedures described in subparagraph B(1) of this section with respect to Lower Value Accounts or subparagraphs D(1) through D(3) of this section with respect to High Value Accounts.

III. **New Individual Accounts.** The following rules and procedures apply for purposes of identifying U.S. Reportable Accounts among Financial Accounts held by individuals and opened after the Determination Date ("New Individual Accounts").

A. **Accounts Not Required to Be Reviewed, Identified, or Reported.** Unless the Reporting Trinidad and Tobago Financial Institution elects otherwise, either with respect to all New Individual Accounts or, separately, with respect to any clearly identified group of such accounts, where the implementing rules in Trinidad and Tobago provide for such an election, the following New Individual Accounts are not required to be reviewed, identified, or reported as U.S. Reportable Accounts:

1. A Depository Account unless the account balance exceeds $50,000 at the end of any calendar year or other appropriate reporting period.

2. A Cash Value Insurance Contract unless the Cash Value exceeds $50,000 at the end of any calendar year or other appropriate reporting period.

B. **Other New Individual Accounts.** With respect to New Individual Accounts not described in paragraph A of this section, upon account opening (or within 90 days after the end of the calendar year in which the account ceases to be described in paragraph A of this section), the Reporting Trinidad and Tobago Financial Institution must obtain a self-certification, which may be part of the account opening documentation, that allows the Reporting Trinidad and Tobago Financial Institution to determine whether the Account Holder is resident in the United States for tax purposes (for this purpose, a U.S. citizen is considered to be resident in the United States for tax purposes, even if the Account Holder is also a tax resident of another jurisdiction) and confirm the reasonableness of such self-certification based on the information obtained by the Reporting Trinidad and Tobago

Financial Institution in connection with the opening of the account, including any documentation collected pursuant to AML/KYC Procedures.

1. If the self-certification establishes that the Account Holder is resident in the United States for tax purposes, the Reporting Trinidad and Tobago Financial Institution must treat the account as a U.S. Reportable Account and obtain a self-certification that includes the Account Holder's U.S. TIN (which may be an IRS Form W-9 or other similar agreed form).

2. If there is a change of circumstances with respect to a New Individual Account that causes the Reporting Trinidad and Tobago Financial Institution to know, or have reason to know, that the original self-certification is incorrect or unreliable, the Reporting Trinidad and Tobago Financial Institution cannot rely on the original self-certification and must obtain a valid self-certification that establishes whether the Account Holder is a U.S. citizen or resident for U.S. tax purposes. If the Reporting Trinidad and Tobago Financial Institution is unable to obtain a valid self-certification, the Reporting Trinidad and Tobago Financial Institution must treat the account as a U.S. Reportable Account.

IV. **Pre-existing Entity Accounts.** The following rules and procedures apply for purposes of identifying U.S. Reportable Accounts and accounts held by Nonparticipating Financial Institutions among Pre-existing Accounts held by Entities ("Pre-existing Entity Accounts").

A. **Entity Accounts Not Required to Be Reviewed, Identified or Reported.** Unless the Reporting Trinidad and Tobago Financial Institution elects otherwise, either with respect to all Pre-existing Entity Accounts or, separately, with respect to any clearly identified group of such accounts, where the implementing rules in Trinidad and Tobago provide for such an election, a Pre-existing Entity Account with an account balance or value that does not exceed $250,000 as of the Determination Date, is not required to be reviewed, identified, or reported as a U.S. Reportable Account until the account balance or value exceeds $1,000,000.

B. **Entity Accounts Subject to Review.** A Pre-existing Entity Account that has an account balance or value that exceeds

$250,000 as of the Determination Date, and a Preexisting Entity Account that does not exceed $250,000 as of the Determination Date but the account balance or value of which exceeds $1,000,000 as of the last day of 2015 or any subsequent calendar year, must be reviewed in accordance with the procedures set forth in paragraph D of this section.

C. **Entity Accounts With Respect to Which Reporting Is Required.** With respect to Pre-existing Entity Accounts described in paragraph B of this section, only accounts that are held by one or more Entities that are Specified U.S. Persons, or by Passive NFFEs with one or more Controlling Persons who are U.S. citizens or residents, shall be treated as U.S. Reportable Accounts. In addition, accounts held by Nonparticipating Financial Institutions shall be treated as accounts for which aggregate payments as described in subparagraph 1*(b)* of Article 4 of the Agreement are reported to the Trinidad and Tobago Competent Authority.

D. **Review Procedures for Identifying Entity Accounts With Respect to Which Reporting Is Required.** For Pre-existing Entity Accounts described in paragraph B of this section, the Reporting Trinidad and Tobago Financial Institution must apply the following review procedures to determine whether the account is held by one or more Specified U.S. Persons, by Passive NFFEs with one or more Controlling Persons who are U.S. citizens or residents, or by Nonparticipating Financial Institutions:

1. **Determine Whether the Entity Is a Specified U.S. Person.**

   (a) Review information maintained for regulatory or customer relationship purposes (including information collected pursuant to AML/KYC Procedures) to determine whether the information indicates that the Account Holder is a U.S. Person. For this purpose, information indicating that the Account Holder is a U.S. Person includes a U.S. place of incorporation or organization, or a U.S. address.

   (b) If the information indicates that the Account Holder is a U.S. Person, the Reporting Trinidad and Tobago Financial Institution must treat the account as a U.S. Reportable Account unless it obtains a self-certification from the Account Holder (which may be on an IRS Form W-8 or W-9, or a similar agreed form), or reasonably

determines based on information in its possession or that is publicly available, that the Account Holder is not a Specified U.S. Person.

2. **Determine Whether a Non-U.S. Entity is a Financial Institution.**

   (a) Review information maintained for regulatory or customer relationship purposes (including information collected pursuant to AML/KYC Procedures) to determine whether the information indicates that the Account Holder is a Financial Institution.

   (b) If the information indicates that the Account Holder is a Financial Institution, or the Reporting Trinidad and Tobago Financial Institution verifies the Account Holder's Global Intermediary Identification Number on the published IRS FFI list, then the account is not a U.S. Reportable Account.

3. **Determine Whether a Financial Institution is a Nonparticipating Financial Institution Payments to Which Are Subject to Aggregate Reporting Under Subparagraph 1*(b)* of Article 4 of the Agreement.**

   (a) Subject to subparagraph D(3)(b) of this section, a Reporting Trinidad and Tobago Financial Institution may determine that the Account Holder is a Trinidad and Tobago Financial Institution or other Partner Jurisdiction Financial Institution if the Reporting Trinidad and Tobago Financial Institution reasonably determines that the Account Holder has such status on the basis of the Account Holder's Global Intermediary Identification Number on the published IRS FFI list or other information that is publicly available or in the possession of the Reporting Trinidad and Tobago Financial Institution, as applicable. In such case, no further review, identification, or reporting is required with respect to the account.

   (b) If the Account Holder is a Trinidad and Tobago Financial Institution or other Partner Jurisdiction Financial Institution treated by the

IRS as a Nonparticipating Financial Institution, then the account is not a U.S. Reportable Account, but payments to the Account Holder must be reported as contemplated in subparagraph 1*(b)* of Article 4 of the Agreement.

(c) If the Account Holder is not a Trinidad and Tobago Financial Institution or other Partner Jurisdiction Financial Institution, then the Reporting Trinidad and Tobago Financial Institution must treat the Account Holder as a Nonparticipating Financial Institution payments to which are reportable under subparagraph 1(b) of Article 4 of the Agreement, unless the Reporting Trinidad and Tobago Financial Institution:

(1) Obtains a self-certification (which may be on an IRS Form W-8 or similar agreed form) from the Account Holder that it is a certified deemed-compliant FFI, or an exempt beneficial owner, as those terms are defined in relevant U.S. Treasury Regulations; or

(2) In the case of a participating FFI or registered deemed-compliant FFI, verifies the Account Holder's Global Intermediary Identification Number on the published IRS FFI list.

4. **Determine Whether an Account Held by an NFFE Is a U.S. Reportable Account.** With respect to an Account Holder of a Pre-existing Entity Account that is not identified as either a U.S. Person or a Financial Institution, the Reporting Trinidad and Tobago Financial Institution must identify (i) whether the Account Holder has Controlling Persons; (ii) whether the Account Holder is a Passive NFFE; and (iii) whether any of the Controlling Persons of the Account Holder is a U.S. citizen or resident. In making these determinations the Reporting Trinidad and Tobago Financial Institution must follow the guidance in subparagraphs D(4)*(a)* through D(4)*(d)* of this section in the order most appropriate under the circumstances:

(a) For purposes of determining the Controlling Persons of an Account Holder, a Reporting

Trinidad and Tobago Financial Institution may rely on information collected and maintained pursuant to AML/KYC Procedures.

(b) For purposes of determining whether the Account Holder is a Passive NFFE, the Reporting Trinidad and Tobago Financial Institution must obtain a self-certification (which may be on an IRS Form W-8 or W-9, or on a similar agreed form) from the Account Holder to establish its status, unless it has information in its possession or that is publicly available, based on which it can reasonably determine that the Account Holder is an Active NFFE.

(c) For purposes of determining whether a Controlling Person of a Passive NFFE is a U.S. citizen or resident for tax purposes, a Reporting Trinidad and Tobago Financial Institution may rely on:

(1) Information collected and maintained pursuant to AML/KYC Procedures in the case of a Pre-existing Entity Account held by one or more NFFEs with an account balance or value that does not exceed $1,000,000; or

(2) A self-certification (which may be on an IRS Form W-8 or W-9, or on a similar agreed form) from the Account Holder or such Controlling Person in the case of a Pre-existing Entity Account held by one or more NFFEs with an account balance or value that exceeds $1,000,000.

(d) If any Controlling Person of a Passive NFFE is a U.S. citizen or resident, the account shall be treated as a U.S. Reportable Account.

E. **Timing of Review and Additional Procedures Applicable to Pre-existing Entity Accounts.**

1. Review of Pre-existing Entity Accounts with an account balance or value that exceeds $250,000 as of the Determination Date must be completed within two years from the Determination Date.

2. Review of Pre-existing Entity Accounts with an account balance or value that does not exceed $250,000 as of the Determination Date, but exceeds $1,000,000 as of December 31 of 2015 or any subsequent year, must be completed within six months after the last day of the calendar year in which the account balance or value exceeds $1,000,000.

3. If there is a change of circumstances with respect to a Pre-existing Entity Account that causes the Reporting Trinidad and Tobago Financial Institution to know, or have reason to know, that the self-certification or other documentation associated with an account is incorrect or unreliable, the Reporting Trinidad and Tobago Financial Institution must redetermine the status of the account in accordance with the procedures set forth in paragraph D of this section.

V. **New Entity Accounts.** The following rules and procedures apply for purposes of identifying U.S. Reportable Accounts and accounts held by Nonparticipating Financial Institutions among Financial Accounts held by Entities and opened after the Determination Date ("New Entity Accounts").

A. **Entity Accounts Not Required to Be Reviewed, Identified or Reported.** Unless the Reporting Trinidad and Tobago Financial Institution elects otherwise, either with respect to all New Entity Accounts or, separately, with respect to any clearly identified group of such accounts, where the implementing rules in Trinidad and Tobago provide for such election, a credit card account or a revolving credit facility treated as a New Entity Account is not required to be reviewed, identified, or reported, provided that the Reporting Trinidad and Tobago Financial Institution maintaining such account implements policies and procedures to prevent an account balance owed to the Account Holder that exceeds $50,000.

B. **Other New Entity Accounts.** With respect to New Entity Accounts not described in paragraph A of this section, the Reporting Trinidad and Tobago Financial Institution must determine whether the Account Holder is: (i) a Specified U.S. Person; (ii) a Trinidad and Tobago Financial Institution or other Partner Jurisdiction Financial Institution; (iii) a participating FFI, a deemed-compliant FFI, or an exempt beneficial owner, as those terms are defined in relevant U.S. Treasury Regulations; or (iv) an Active NFFE or Passive NFFE:

1. Subject to subparagraph B(2) of this section, a Reporting Trinidad and Tobago Financial Institution may determine that the Account Holder is an Active NFFE, a Trinidad and Tobago Financial Institution, or other Partner Jurisdiction Financial Institution if the Reporting Trinidad and Tobago Financial Institution reasonably determines that the Account Holder has such status on the basis of the Account Holder's Global Intermediary Identification Number or other information that is publicly available or in the possession of the Reporting Trinidad and Tobago Financial Institution, as applicable.

2. If the Account Holder is a Trinidad and Tobago Financial Institution or other Partner Jurisdiction Financial Institution treated by the IRS as a Nonparticipating Financial Institution, then the account is not a U.S. Reportable Account, but payments to the Account Holder must be reported as contemplated in subparagraph 1*(b)* of Article 4 of the Agreement.

3. In all other cases, a Reporting Trinidad and Tobago Financial Institution must obtain a self-certification from the Account Holder to establish the Account Holder's status. Based on the self-certification, the following rules apply:

    (a) If the Account Holder is a Specified U.S. Person, the Reporting Trinidad and Tobago Financial Institution must treat the account as a U.S. Reportable Account.

    (b) If the Account Holder is a Passive NFFE, the Reporting Trinidad and Tobago Financial Institution must identify the Controlling Persons as determined under AML/KYC Procedures, and must determine whether any such person is a U.S. citizen or resident on the basis of a self-certification from the Account Holder or such person. If any such person is a U.S. citizen or resident, the Reporting Trinidad and Tobago Financial Institution must treat the account as a U.S. Reportable Account.

    (c) If the Account Holder is: (i) a U.S. Person that is not a Specified U.S. Person; (ii) subject to

subparagraph B(3)*(d)* of this section, a Trinidad and Tobago Financial Institution or other Partner Jurisdiction Financial Institution; (iii) a participating FFI, a deemed-compliant FFI, or an exempt beneficial owner, as those terms are defined in relevant U.S. Treasury Regulations; (iv) an Active NFFE; or (v) a Passive NFFE none of the Controlling Persons of which is a U.S. citizen or resident, then the account is not a U.S. Reportable Account, and no reporting is required with respect to the account.

(d) If the Account Holder is a Nonparticipating Financial Institution (including a Trinidad and Tobago Financial Institution or other Partner Jurisdiction Financial Institution treated by the IRS as a Nonparticipating Financial Institution), then the account is not a U.S. Reportable Account, but payments to the Account Holder must be reported as contemplated in subparagraph 1(b) of Article 4 of the Agreement.

VI. **Special Rules and Definitions.** The following additional rules and definitions apply in implementing the due diligence procedures described above:

A. **Reliance on Self-Certifications and Documentary Evidence.** A Reporting Trinidad and Tobago Financial Institution may not rely on a self-certification or documentary evidence if the Reporting Trinidad and Tobago Financial Institution knows or has reason to know that the self-certification or documentary evidence is incorrect or unreliable.

B. **Definitions.** The following definitions apply for purposes of this Annex I:

1. **AML/KYC Procedures.** "AML/KYC Procedures" means the customer due diligence procedures of a Reporting Trinidad and Tobago Financial Institution pursuant to the anti-money laundering or similar requirements of Trinidad and Tobago to which such Reporting Trinidad and Tobago Financial Institution is subject.

2. **NFFE.** An "NFFE" means any Non-U.S. Entity that is not an FFI as defined in relevant U.S. Treasury

Regulations or is an Entity described in subparagraph B(4)*(j)* of this section, and also includes any Non-U.S. Entity that is established in Trinidad and Tobago or another Partner Jurisdiction and that is not a Financial Institution.

3. **Passive NFFE.** A "Passive NFFE" means any NFFE that is not (i) an Active NFFE; or (ii) a withholding foreign partnership or withholding foreign trust pursuant to relevant U.S. Treasury Regulations.

4. **Active NFFE.** An "Active NFFE" means any NFFE that meets any of the following criteria:

   (a) Less than 50 per cent of the NFFE's gross income for the preceding calendar year or other appropriate reporting period is passive income and less than 50 per cent of the assets held by the NFFE during the preceding calendar year or other appropriate reporting period are assets that produce or are held for the production of passive income;

   (b) The stock of the NFFE is regularly traded on an established securities market or the NFFE is a Related Entity of an Entity the stock of which is regularly traded on an established securities market;

   (c) The NFFE is organized in a U.S. Territory and all of the owners of the payee are *bona fide* residents of that U.S. Territory;

   (d) The NFFE is a government (other than the U.S. government), a political subdivision of such government (which, for the avoidance of doubt, includes a state, province, county, or municipality), or a public body performing a function of such government or a political subdivision thereof, a government of a U.S. Territory, an international organization, a non-U.S. central bank of issue, or an Entity wholly owned by one or more of the foregoing;

   (e) Substantially all of the activities of the NFFE consist of holding (in whole or in part) the outstanding stock of, or providing financing and services to, one or more subsidiaries that engage

in trades or businesses other than the business of a Financial Institution, except that an entity shall not qualify for NFFE status if the entity functions (or holds itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes;

(f) The NFFE is not yet operating a business and has no prior operating history, but is investing capital into assets with the intent to operate a business other than that of a Financial Institution, provided that the NFFE shall not qualify for this exception after the date that is 24 months after the date of the initial organization of the NFFE;

(g) The NFFE was not a Financial Institution in the past five years, and is in the process of liquidating its assets or is reorganizing with the intent to continue or recommence operations in a business other than that of a Financial Institution;

(h) The NFFE primarily engages in financing and hedging transactions with, or for, Related Entities that are not Financial Institutions, and does not provide financing or hedging services to any Entity that is not a Related Entity, provided that the group of any such Related Entities is primarily engaged in a business other than that of a Financial Institution;

(i) The NFFE is an "excepted NFFE" as described in relevant U.S. Treasury Regulations; or

(j) The NFFE meets all of the following requirements:

(i) It is established and operated in its jurisdiction of residence exclusively for religious, charitable, scientific, artistic, cultural, athletic, or educational purposes; or it is established and operated in its jurisdiction of residence and it is a professional organization,

business league, chamber of commerce, labor organization, agricultural or horticultural organization, civic league or an organization operated exclusively for the promotion of social welfare;

(ii) It is exempt from income tax in its jurisdiction of residence;

(iii) It has no shareholders or members who have a proprietary or beneficial interest in its income or assets;

(iv) The applicable laws of the NFFE's jurisdiction of residence or the NFFE's formation documents do not permit any income or assets of the NFFE to be distributed to, or applied for the benefit of, a private person or non-charitable Entity other than pursuant to the conduct of the NFFE's charitable activities, or as payment of reasonable compensation for services rendered, or as payment representing the fair market value of property which the NFFE has purchased; and

(v) The applicable laws of the NFFE's jurisdiction of residence or the NFFE's formation documents require that, upon the NFFE's liquidation or dissolution, all of its assets be distributed to a governmental entity or other non-profit organization, or escheat to the government of the NFFE's jurisdiction of residence or any political subdivision thereof.

5. **Pre-existing Account.** A "Pre-existing Account" means a Financial Account maintained by a Reporting Financial Institution as of the Determination Date.

6. **Determination Date.** The "Determination Date" means the date, which may be prior to entry into force of this Agreement, on which the Treasury Department determines not to apply withholding under section 1471 of the U.S. Internal Revenue Code to Trinidad and Tobago Financial Institutions. That date is:

(a) 30th June, 2014, in the case of (i) a jurisdiction that signed an agreement with the United States to implement FATCA or facilitate FATCA implementation on or before 30th June, 2014; or (ii) a jurisdiction that the Treasury Department determined reached such an agreement in substance on or before 30th June, 2014, and is included on the Treasury Department list of such jurisdictions; *(b)* 30th November, 2014, in the case of a jurisdiction that the Treasury Department determined reached such an agreement in substance on or after 1st July, 2014, and on or before 30th November, 2014, and is included on the Treasury Department list of such jurisdictions; or *(c)* the date of signature of such an agreement, in the case of any other jurisdiction. The Determination Date for Trinidad and Tobago is 30th November, 2014.

C. **Account Balance Aggregation and Currency Translation Rules.**

1. **Aggregation of Individual Accounts.** For purposes of determining the aggregate balance or value of Financial Accounts held by an individual, a Reporting Trinidad and Tobago Financial Institution is required to aggregate all Financial Accounts maintained by the Reporting Trinidad and Tobago Financial Institution, or by a Related Entity, but only to the extent that the Reporting Trinidad and Tobago Financial Institution's computerized systems link the Financial Accounts by reference to a data element such as client number or taxpayer identification number, and allow account balances or values to be aggregated. Each holder of a jointly held Financial Account shall be attributed the entire balance or value of the jointly held Financial Account for purposes of applying the aggregation requirements described in this paragraph 1.

2. **Aggregation of Entity Accounts.** For purposes of determining the aggregate balance or value of Financial Accounts held by an Entity, a Reporting Trinidad and Tobago Financial Institution is required to take into account all Financial Accounts that are maintained by the Reporting Trinidad and Tobago Financial Institution, or by a Related Entity, but only to the extent that the Reporting Trinidad and Tobago Financial Institution's computerized systems link the

Financial Accounts by reference to a data element such as client number or taxpayer identification number, and allow account balances or values to be aggregated.

3. **Special Aggregation Rule Applicable to Relationship Managers.** For purposes of determining the aggregate balance or value of Financial Accounts held by a person to determine whether a Financial Account is a High Value Account, a Reporting Trinidad and Tobago Financial Institution is also required, in the case of any Financial Accounts that a relationship manager knows, or has reason to know, are directly or indirectly owned, controlled, or established (other than in a fiduciary capacity) by the same person, to aggregate all such accounts.

4. **Currency Translation Rule.** For purposes of determining the balance or value of Financial Accounts denominated in a currency other than the U.S. dollar, a Reporting Trinidad and Tobago Financial Institution must convert the U.S. dollar threshold amounts described in this Annex I into such currency using a published spot rate determined as of the last day of the calendar year preceding the year in which the Reporting Trinidad and Tobago Financial Institution is determining the balance or value.

D. **Documentary Evidence.** For purposes of this Annex I, acceptable documentary evidence includes any of the following:

1. A certificate of residence issued by an authorized government body (for example, a government or agency thereof, or a municipality) of the jurisdiction in which the payee claims to be a resident.

2. With respect to an individual, any valid identification issued by an authorized government body (for example, a government or agency thereof, or a municipality), that includes the individual's name and is typically used for identification purposes.

3. With respect to an Entity, any official documentation issued by an authorized government body (for example, a government or agency thereof, or a municipality) that includes the name of the Entity and either the address of its principal office in the jurisdiction (or U.S. Territory) in which it claims to be a resident or the jurisdiction (or U.S. Territory) in which the Entity was incorporated or organized.

4. With respect to a Financial Account maintained in a jurisdiction with anti-money laundering rules that have been approved by the IRS in connection with a QI agreement (as described in relevant U.S. Treasury Regulations), any of the documents, other than a Form W-8 or W-9, referenced in the jurisdiction's attachment to the QI agreement for identifying individuals or Entities.

5. Any financial statement, third-party credit report, bankruptcy filing, or U.S. Securities and Exchange Commission report.

E. **Alternative Procedures for Financial Accounts Held by Individual Beneficiaries of a Cash Value Insurance Contract.** A Reporting Trinidad and Tobago Financial Institution may presume that an individual beneficiary (other than the owner) of a Cash Value Insurance Contract receiving a death benefit is not a Specified U.S. Person and may treat such Financial Account as other than a U.S. Reportable Account unless the Reporting Trinidad and Tobago Financial Institution has actual knowledge, or reason to know, that the beneficiary is a Specified U.S. Person. A Reporting Trinidad and Tobago Financial Institution has reason to know that a beneficiary of a Cash Value Insurance Contract is a Specified U.S. Person if the information collected by the Reporting Trinidad and Tobago Financial Institution and associated with the beneficiary contains U.S. indicia as described in sub-paragraph (B)(1) of section II of this Annex I. If a Reporting Trinidad and Tobago Financial Institution has actual knowledge, or reason to know, that the beneficiary is a Specified U.S. Person, the Reporting Trinidad and Tobago Financial Institution must follow the procedures in subparagraph B(3) of section II of this Annex I.

F. **Reliance on Third Parties.** Regardless of whether an election is made under paragraph C of section I of this Annex I, Trinidad and Tobago may permit Reporting Trinidad and Tobago Financial Institutions to rely on due diligence procedures performed by third parties, to the extent provided in relevant U.S. Treasury Regulations.

G. **Alternative Procedures for New Accounts Opened Prior to Entry Into Force of this Agreement.**

1. **Applicability.** If Trinidad and Tobago has provided a written notice to the United States prior to entry into

force of this Agreement that, as of the Determination Date, Trinidad and Tobago lacked the legal authority to require Reporting Trinidad and Tobago Financial Institutions either: (i) to require Account Holders of New Individual Accounts to provide the self-certification specified in section III of this Annex I; or (ii) to perform all the due diligence procedures related to New Entity Accounts specified in section V of this Annex I, then Reporting Trinidad and Tobago Financial Institutions may apply the alternative procedures described in subparagraph G(2) of this section, as applicable, to such New Accounts, in lieu of the procedures otherwise required under this Annex I. The alternative procedures described in sub-paragraph G(2) of this section shall be available only for those New Individual Accounts or New Entity Accounts, as applicable, opened prior to the earlier of: (i) the date Trinidad and Tobago has the ability to compel Reporting Trinidad and Tobago Financial Institutions to comply with the due diligence procedures described in section III or section V of this Annex I, as applicable, which date Trinidad and Tobago shall inform the United States of in writing by the date of entry into force of this Agreement; or (ii) the date of entry into force of this Agreement. If the alternative procedures for New Entity Accounts opened after the Determination Date, and before 1st January, 2015, described in paragraph H of this section are applied with respect to all New Entity Accounts or a clearly identified group of such accounts, the alternative procedures described in this paragraph G may not be applied with respect to such New Entity Accounts. For all other New Accounts, Reporting Trinidad and Tobago Financial Institutions must apply the due diligence procedures described in section III or section V of this Annex I, as applicable, to determine if the account is a U.S. Reportable Account or an account held by a Nonparticipating Financial Institution.

2. **Alternative Procedures.**

(a) Within one year after the date of entry into force of this Agreement, Reporting Trinidad and Tobago Financial Institutions must: (i) with

respect to a New Individual Account described in subparagraph G(1) of this section, request the self-certification specified in section III of this Annex I and confirm the reasonableness of such self-certification consistent with the procedures described in section III of this Annex I; and (ii) with respect to a New Entity Account described in subparagraph G(1) of this section, perform the due diligence procedures specified in section V of this Annex I and request information as necessary to document the account, including any self-certification, required by section V of this Annex I.

(b) Trinidad and Tobago must report on any New Account that is identified pursuant to subparagraph G(2)*(a)* of this section as a U.S. Reportable Account or as an account held by a Nonparticipating Financial Institution, as applicable, by the date that is the later of: (i) 30th September next following the date that the account is identified as a U.S. Reportable Account or as an account held by a Nonparticipating Financial Institution, as applicable; or (ii) 90 days after the account is identified as a U.S. Reportable Account or as an account held by a Nonparticipating Financial Institution, as applicable. The information required to be reported with respect to such a New Account is any information that would have been reportable under this Agreement if the New Account had been identified as a U.S. Reportable Account or as an account held by a Nonparticipating Financial Institution, as applicable, as of the date the account was opened.

(c) By the date that is one year after the date of entry into force of this Agreement, Reporting Trinidad and Tobago Financial Institutions must close any New Account described in subparagraph G(1) of this section for which it was unable to collect the required self-certification or other documentation pursuant to the procedures described in subparagraph G(2)*(a)* of this

section. In addition, by the date that is one year after the date of entry into force of this Agreement, Reporting Trinidad and Tobago Financial Institutions must: (i) with respect to such closed accounts that prior to such closure were New Individual Accounts (without regard to whether such accounts were High Value Accounts), perform the due diligence procedures specified in paragraph D of section II of this Annex I; or (ii) with respect to such closed accounts that prior to such closure were New Entity Accounts, perform the due diligence procedures specified in section IV of this Annex I.

(d) Trinidad and Tobago must report on any closed account that is identified pursuant to subparagraph G(2)*(c)* of this section as a U.S. Reportable Account or as an account held by a Nonparticipating Financial Institution, as applicable, by the date that is the later of: (i) September 30 next following the date that the account is identified as a U.S. Reportable Account or as an account held by a Nonparticipating Financial Institution, as applicable; or (ii) 90 days after the account is identified as a U.S. Reportable Account or as an account held by a Nonparticipating Financial Institution, as applicable. The information required to be reported for such a closed account is any information that would have been reportable under this Agreement if the account had been identified as a U.S. Reportable Account or as an account held by a Nonparticipating Financial Institution, as applicable, as of the date the account was opened.

H. **Alternative Procedures for New Entity Accounts Opened after the Determination Date, and before 1st January, 2015.** For New Entity Accounts opened after the Determination Date, and before 1st January, 2015, either with respect to all New Entity Accounts or, separately, with respect to any clearly identified group of such accounts, Trinidad and Tobago may permit Reporting Trinidad and Tobago Financial Institutions to treat such accounts as Pre-existing Entity Accounts and apply the due diligence procedures related to Pre-existing Entity Accounts specified in section IV of this Annex I in lieu of the due diligence procedures specified in section V of this Annex I. In this

case, the due diligence procedures of section IV of this Annex I must be applied without regard to the account balance or value threshold specified in paragraph A of section IV of this Annex I.

Passed in the House of Representatives this 23rd day of February, 2017.

J. SAMPSON-MEIGUEL
Clerk of the House

IT IS HEREBY CERTIFIED that this Act is one the Bill for which has been passed by the House of Representatives and at the final vote thereon in the House has been supported by the votes of not less than three-fifths of all the members of the House, that is to say by the votes of 39 members of the House.

J. SAMPSON-MEIGUEL
Clerk of the House

Passed in the Senate this 7th day of March, 2017.

B. CAESAR
Clerk of the Senate

IT IS HEREBY CERTIFIED that this Act is one the Bill for which has been passed by the Senate and at the final vote thereon in the Senate has been supported by the votes of not less than three-fifths of all the members of the Senate, that is to say, by the votes of 29 Senators.

B. CAESAR
Clerk of the Senate

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