

# KNOW YOUR CUSTOMER (KYC) DECLARATION (FOR INDIVIDUALS ONLY)

Form necessary for all shareholders, beneficial owners and directors. Formulário necessário para todos os acionistas, usufrutuários, procuradores e diretores.

Section I: General Information (Informações Gerais)				
1- Full Name (as per passpor Nome completo (como por passapo				
2- Date of birth: Data de nascimento:				
3- Place of birth: Naturalidade:				
4- Address: Endereço:				
5- Telephone: Telefone:				
6- E-mail:				
7- Passport Number: Número do passaporte:				
8- Country of Issue: País de emissão:				
9- Issue Date: Data de emissão:				
10- Expiration Date: Data de validade:				
11. Tax ID number of where you a Numero do ID de onde você é residen Country/ País:				
	criminal indictments or have you ever been convicted of any crime/fraud in a court or under e? If yes, please provide details.			
Você tem acusações criminais penden natureza? Se sim, por favor, fornecer	tes ou você já foi condenado por qualquer crime / fraude em um tribunal ou em qualquer investigação de qualquer detalhes.			
	Yes No			
Section II: Other Information				
Marital Status				
Occupation Type:				
	If other, please explain:			



Section III: Source of Funds for Company	
1- Please specify: Por favor, especifique:	
A- Employment / Salaried (please complete 1.a Emprego (por favor, preencha 1.a)	
B- Business Owner (please complete 1.b) Dono da empresa (por favor, preencha 1.b)	
<i>c</i> - Retired or Investor ( <i>please complete 1.</i> Aposentado ou Investidor (por favor, preencha 1.c)	-
1.a: If employed <i>(se empregado):</i>	
Name of Employer (Nome do empregador):	
Position / Title (Cargo / Título)	
1.b: If Business Owner (Se dono da empresa):	
Name of Company (Nome da empresa):	
Business Address (Endereço commercial):	
Description of Business (Descrição do negócio):	
Percentage held (percentagem de participação detida):	
Geographic areas covered by your company (Áreas geográficas abrangidas pela )	
Website	
1.c: If retired or investor (Se aposentado ou inves	tidor )*
Retired (aposentado)	
Name of Company where you retired (Nome da Companhia onde você se aposentou):	
Position/Title where you retired (Cargo/Título em que você se aposentou):	
Investor (investidor)	
List your major holdings and locations (Liste suas participações importantes e locais):	
What is the origin of the funds? (Como esses investimentos foram gerados?):	
	tax returns, financial statements, bank statements or other details). os retornos fiscais, demonstrações financeiras, extratos bancários ou outros detalhes).



#### Section IV: Declaration and Undertakings

I declare that the information provided in this form is, to the best of my knowledge and belief, accurate and complete. Declaro que as informações fornecidas no presente formulário são, para o melhor de meu conhecimento e crença, precisas e completa.

I undertake to advise the recipient promptly and provide a new "Declaration of Status" form within 30 days where any change in circumstances occurs which causes any of the information contained in this form to be inaccurate or incomplete. *Comprometo-me a informar o destinatário prontamente e fornecer uma nova "Declaração de Tax Status" forma dentro de 30 dias em que qualquer alteração nas circunstâncias ocorre que faz com que qualquer uma das informações contidas no formulário a ser imprecisas ou incompletas.* 

I understand that tax implications are complex and that I am responsible for obtaining all relevant tax information and advice as appropriate.

Eu entendo que implicações fiscais são complexas e que eu sou responsável por obter todas as informações relevantes e conselho fiscal, conforme apropriado.

I hereby confirm that I have read and fully understand the Dartmouth General Terms and Conditions attached/ below. *Pelo presente, confirmo que li e entendi completamente os Termos e Condições Gerais de Dartmouth anexados/abaixo.* 

I confirm that none of the assets I propose to transfer or have transfered to the structure have been derived from or relate to any of the offenses listed on the Dartmouth General Terms and Conditions attached.

Confirmo que nenhum dos ativos que me proponho transferir ou transferi para a estrutura foi derivado de/ou relacionado com qualquer das infrações previstas nos Termos e Condições Gerais de Dartmouthanexados.

Where legally obliged to do so, I hereby consent to the recipient sharing this information with the relevant tax information authorities.

Onde obrigado legalmente a fazê-lo, eu consente com a compartilhar essas informações com as autoridades de informação fiscal relevante destinatário.

Signature:	
Signature:	

Print Name:\_\_\_\_\_

Date: (dd/mm/yyyy):\_\_\_\_/\_\_\_/\_\_\_\_/

#### DARTMOUTH GENERAL TERMS AND CONDITIONS

#### 1. Definitions

The following definitions apply for the General Terms and Conditions:

- 1.1 The Dartmouth Group of Companies further referred to as "Dartmouth".
- 1.2 Client: the Party commissioning the engagement or provision of services.
- 1.3 Dartmouth and the Client shall be hereinafter referred to as the Parties ("Parties").

#### 2. Engagement Terms

- 2.1 Unless expressly waived in writing by the Dartmouth Group of Companies, these general terms and conditions (the "Conditions") will be deemed to be incorporated in all agreements entered into, and applicable to all services rendered, by any company or entity related to, belonging to, or any individual employed by, the Dartmouth Group of Companies;
- 2.2 A client may not assign his/her rights and obligations under any agreement with Dartmouth to any affiliated or third party without the prior written consent of Dartmouth.



- 2.3 Dartmouth is at any time, in its sole discretion, entitled to request references or additional information about a Client's identity, about the business activities of a client or about persons involved in a Client's business, and further to request any and all information, as Dartmouth deems necessary or appropriate.
- 2.4 Dartmouth shall be engaged to maintain any Company fully compliant with reporting or antimoney laundering requirements as may be required.

### 3. Communication

- 3.1 Dartmouth may act and rely upon written requests, instruments or documents of any kind, which appear to have been signed (in original or facsimile), endorsed or prepared by a client. If a request or instruction from a client is rendered to Dartmouth by telephone or facsimile, Dartmouth will not be liable for any damages, charges, fines, taxes, costs and expanses sustained, incurred or expended, directly or indirectly (including, without limitation, fees, costs and expenses of attorneys, auditors and other experts), by a client in connection with a misunderstanding or transmission error resulting of this method of communication, including any mistake by Dartmouth on the identity of the sender. Dartmouth may, without incurring any liability, request written confirmation of instructions.
- 3.2 The copyright of all written materials, including agreements, documents, reports and record books, prepared by Dartmouth shall vest in Dartmouth. Client shall only have the right to use such material for the instances and the purposes such material was prepared for.
- 3.3 Any legal or other advice given, and any reports prepared by Dartmouth, may only be relied upon by the client to whom such advice was given or for whom such report was prepared.
- 3.4 For the purposes of these Conditions, a notice, invoice or any other message shall be deemed to have been received at the following times: (i) if sent by courier: at the moment of delivery by the courier to the addressee; (ii) if sent by registered letter: on the date noted on the return receipt; and (iii) if sent by telegram, telex, e-mail or facsimile: on the date of receipt by the addressee.

# 4. Confidentiality and Data Protection

4.1 Dartmouth shall not disclose any confidential information relating to such client without the client's authorization, except if reasonably required for the proper performance of Dartmouth's duties or if required by law.

# 5. Fees and expenses

- 5.1 Services rendered by Dartmouth shall be charged at the hourly rates or fees then in force and all expenses incurred and disbursements billed to or paid by Dartmouth or due to third parties by the Client, shall be for the sole account of the Client.
- 5.2 All invoices must be paid within the term stipulated on the relevant invoice date. Dartmouth reserves the right to charge a fine per occurrence, according to the time such invoice has been overdue. In addition, all fines, penalties and interest charges levied by third parties due to late payments by the Client, which have been incurred for and on behalf of the Client, shall be the sole responsibility of the Client.



- 5.3 At all times Dartmouth shall be entitled to suspend any of its services until the amounts due to it have been settled.
- 5.4 All costs and expenses, sustained, incurred or expended by Dartmouth, in or outside court, in connection with the collection from a client of any amounts due to Dartmouth, including any legal fees, will be for the account of such client.

# 6. Termination

- 6.1 Dartmouth has the right to terminate all services to, and existing agreements with, clients in case (i) a client does not comply with the laws or regulations of any applicable jurisdiction, (ii) there is any reasonable doubt with respect to the legality, morality or decency of a client's activities or businesses, (iii) a client runs for, or assumes a political or public office, or (iv) gets involved in a penalty or offence as listed below in clause 7.1, including controversial business, political, or moral situation or (v) does not adhere to clause 8 (anti-corruption clause) below. Dartmouth provides no services to clients residing in or dealing with countries that are subject to UN or EU sanctions or embargoes.
- 6.2 Dartmouth is entitled to retain and withhold any and all documents and corporate records belonging to a client, until all amounts due to Dartmouth have been fully settled by such client.

### 7. Penalties and offences

- 7.1 List of "Designated Categories of Offences" as per Forty Recommendations on Money laundering prepared by the Financial Action Task Force (FATCA):
  - participation in an organized criminal group and racketeering;
  - terrorism, including terrorist financing;
  - trafficking in human beings and migrant smuggling;
  - sexual exploitation, including sexual exploitation of children;
  - illicit trafficking in narcotic drugs and psychotropic substances;
  - illicit arms trafficking;
  - illicit trafficking in stolen and other goods;
  - corruption and bribery;
  - fraud;
  - counterfeiting currency;
  - counterfeiting and piracy of products;
  - environmental crime;
  - murder, grievous bodily injury;
  - kidnapping, illegal restraint and hostage-taking;
  - robbery or theft;
  - smuggling (including in relation to customs and excise duties and taxes);
  - tax crimes (related to direct taxes and indirect taxes);
  - extortion;
  - forgery;
  - piracy; and
  - insider trading and market manipulation.



# 8. Anti Money Laundry Provisions

- 8.1 Dartmouth and the Client hereby undertake that, at the date of the entering into the relationship, itself, its directors, officers or employees have not offered, promised, given, authorized, solicited or accepted any undue pecuniary or other advantage of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with the relationship and that it has taken reasonable measures to prevent service providers, agents or any other third parties, subject to its control or determining influence, from doing so.
- 8.2 Each Party has put into place, at the date of entering into the relationship, or undertakes to put into place soon thereafter, a corporate anti-corruption compliance program, and of promoting a culture of integrity in its organization.
- 8.3 Parties will commit to maintain their compliance program and to implement its provisions at least during the term of the relationship, thus maintaining during that period of time an atmosphere of trust between the Parties.
- 8.4 The Parties agree that, at all times in connection with and throughout the course of the relationship and thereafter, they will comply with and that they will take reasonable measures to ensure that their subcontractors, agents or other third parties, subject to their control or determining influence, will comply with the following provisions:
  - Parties will prohibit the following practices at all times and in any form, in relation with a
    public official at the international, national or local level, a political party, party official or
    candidate to political office, and a director, officer or employee of a Party, whether these
    practices are engaged in directly or indirectly, including through third parties;
  - Laundering the proceeds of Corrupt Practices: is the concealing or disguising the illicit origin, source, location, disposition, movement or ownership of property, knowing that such property is the proceeds of crime;
  - "Corruption" or "Corrupt Practice(s)" shall include Bribery, Extortion or Solicitation, Trading in Influence and laundering the proceeds of these practices.

### 9. Applicable Law and Jurisdiction

- 9.1 Dartmouth shall not be obliged to do or omit to do anything that it considers to be in conflict with the lawful interests of a client, with the interests of Dartmouth and/or the laws and regulations of any applicable jurisdiction.
- 9.2 If any of the provisions of these Conditions or of any agreement Dartmouth entered into, is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of any other jurisdiction shall in any way be affected or impaired.