**Name of third party introducer**

*The Regulated entity introducing (or who introduced) the Customer to RBS International*

Click here to enter text.

**Address of third party introducer**

Click here to enter text.

**Jurisdiction of incorporation or establishment of third party introducer**

Click here to enter text.

**Name of third party introducers regulator**

Click here to enter text.

**Third party introducer’s regulator reference number**

Click here to enter text.

Terms which are italicised in this letter are, unless otherwise defined herein, as used and defined in the [Money Laundering (Jersey) Order 2008 (the **Money Laundering Order**)](https://www.jerseylaw.je/laws/revised/Pages/08.780.30.aspx) and;

The law dated 12 November 2004 on the fight against money laundering and terrorist financing, as amended (the **Luxembourg AML Law**) and the Grand-ducal regulation dated 1 February 2010, as amended (the **Luxembourg AML Regulation**), as amended

1. We confirm that we have a business relationship with each entity listed on the Schedule contained within this letter who will either become customers of RBS International or who are currently customers of RBS International (in each case a “**Customer**” and together the “**Customers**”)
2. We confirm that we have applied and will continue to maintain the customer due diligence measures during the course of our business relationship with each Customer (the **Customer Due Diligence Measures**) which satisfy the requirements of applicable anti-money laundering laws and regulations in either (i) Jersey OR (ii) Luxembourg:
3. The Money Laundering (Jersey) Order 2008 (the Money Laundering Order)

***Please tick if applicable*** [ ]

1. The law dated 12 November 2004 on the fight against money laundering and terrorist financing, as amended (the **Luxembourg AML Law**) and the Grand-ducal regulation dated 1 February 2010, as amended (the **Luxembourg AML Regulation**)

***Please tick if applicable*** [ ]

1. In particular and without prejudice to the confirmation above, we confirm that we have identified, verified and obtained evidence to verify the identity (as applicable) of:
	1. each Customer and, if appropriate, its proxy;
	2. the purpose and intended nature of each business relationship;
	3. the source of funds and the source of wealth (if applicable);
	4. each Beneficial Owner or Controller of each Customer;
	5. each third party for whom each Customer is purporting to act (and each Beneficial Owner or Controller of that third party);
	6. where a third party is a trust, a limited partnership or a foundation, each person who is:
		1. the settlor, trustee, protector or enforcer of the third party trust or foundation official of a foundation;
		2. a person that is the object of a trust power in relation to a third party trust;
		3. a person with a beneficial interest in the third party or any other person who benefits from that foundation or trust or other legal arrangement;
		4. an individual who otherwise exercises ultimate effective control over the third party; and
	7. each person purporting to act on behalf of any Customer.
2. We confirm that we have not relied on any other party to apply any Customer Due Diligence Measures.
3. We confirm that each Customer's name as shown in the below schedule is correct and that each customer’s Beneficial Owner(s) and/or Controller(s) are listed in the Customer’s RBS International application form or are otherwise provided with this letter.
4. We are not aware of any activities of any Customer that cause us to suspect that any Customer is engaged in money laundering or any other form of criminal conduct.
5. We confirm that we are required to keep, and do keep, an up to date record of evidence and verification of identity, and any other relevant documentation, obtained by applying Customer Due Diligence Measures in relation to each Customer and each Beneficial Owner.
6. We confirm that we are required to keep, and do keep, sufficient supporting records in respect of a transaction which is subject to Customer Due Diligence Measures or ongoing monitoring to enable the transaction to be reconstructed.
7. We confirm that we are a third party for the purpose of Article 3.3 of the Luxembourg AML Law and article 6.3 of the Luxembourg AML Regulation, we are regulated and supervised by [the Commission de Surveillance du Secteur Financier[[1]](#footnote-1)] and that we have implemented measures to comply with customer due diligence requirements and for the fight against money laundering and terrorist financing in our jurisdiction of incorporation or establishment that are equivalent to those laid down in the Directive (EU) 2015/849.
8. We agree to keep a record of evidence and verification of identity, and any other relevant documentation, obtained by applying Customer Due Diligence Measures for at least five years after the date that RBS International’s relationship with any Customer ceases.
9. If requested by RBS International, we agree to provide without delay, original or certified copies of all verification documents which we obtained by applying Customer Due Diligence Measures or any other relevant verification documents (including the records referred to in paragraph 10 above), notwithstanding any rule of confidentiality or banking secrecy.
10. We consent to RBS International relying on our performance of on-going Customer Due Diligence Measures and keeping a record of evidence of Customer Due Diligence Measures in relation to the Customers.
11. We agree to provide prompt assistance to RBS International whenever it undertakes periodic tests of our obligations under this letter.
12. We confirm that we have read and understood RBS International’s Intermediary Guidance on High Risk Policy (as advised by RBS International from time to time).
13. We agree to notify, within five working days, RBS International if we become aware that any Beneficial Owner or Controller owning or controlling 10% or more of any Customer:
	1. becomes subject to restrictive measures or sanctions (as applied by either the European Union, the OFAC or the United Nations from time to time);
	2. becomes connected or related to parties resident in countries, jurisdictions and/or regimes referred to in RBS International’s Intermediary Guidance on High Risk Policy (as advised by RBS International from time to time);
	3. becomes subject to a criminal investigation in either (i) a jurisdiction in which RBS International has a presence or (ii) the jurisdiction of establishment, incorporation or domicile of either the Customer or that Beneficial Owner or Controller; or
	4. becomes subject to media interest which is reasonably likely to have an adverse impact on the reputation of RBS International or the NatWest Group.
14. We agree to notify RBS International within 30 days where any customer has a change of business purpose, change of income type or any other change of circumstance which could impact the FATCA/CRS status or tax residency claimed by the customers or relevant controlling person.
15. We agree to notify, within five working days, RBS International of any changes to the Beneficial Owners ultimately owning or controlling 25% or more of the ownership interest of either (i) the share capital, ownership or voting rights or (ii) (in respect of a partnership or a trust) the capital, assets or net profits, of any Customer and any change to the ultimate Beneficial Owners of any Customer where such change includes a Beneficial Owner becoming a politically exposed person.
16. We agree to notify RBS International as soon as reasonably practicable before our relationship with any Customer ceases.
17. Upon a cessation of our relationship with a Customer, we agree to provide RBS International with any and all assistance (including providing any records of evidence) which RBS International reasonably requests.
18. We agree that RBS International may terminate the agreement under this letter at any time.

**To be signed by an authorised officer i.e. Director/Company Secretary/Member/Partner of the Obliged Person**

|  |  |
| --- | --- |
| **Signature:** |  |

**Full Name:** Click here to enter text.

**Official position:** Click here to enter text.

**Date:** Click here to enter text.

**Entity:** Click here to enter text.

**Schedule**

**Customer names** (full legal names)

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1. Please specify competent authority. [↑](#footnote-ref-1)