

How to open an account with TD Direct Investing International

Opening an account with TD Direct Investing International is simple and easy. Please take a moment to review the checklist below.

1 Read, complete and sign the enclosed application form.

2 Provide your ID documentation taking into consideration your country of residence (see below). For joint accounts, each account holder must provide their ID documents. Please don't hesitate to contact us if you have any questions regarding your account eligibility.

RESIDENTS OF Austria, Bahamas, Belgium, Bulgaria, Chile, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Ireland, Israel, Italy, Lithuania, Luxembourg, Malta, Mauritius, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Senegal, Singapore, Slovakia, Slovenia, South Africa, Spain, Sweden, Switzerland, Taiwan or United Kingdom, must provide:

■ **A copy of passport or EU national identity card.**

The high quality copy must show your photo, signature and personal information pages.

■ **A bank statement, preferably from the country of residence.**

The statement must be less than 6 months old and show your name and current residential address.

RESIDENTS OF ANY OTHER COUNTRIES must provide:

■ **A certified copy of passport or EU national identity card.**

The certification must be completed by an authorised authority (for example: Police officer, Town-Hall, Embassy or Consulate, Notary, UK solicitor, Foreign and Commonwealth office lawyers in Middle East countries...) and must be less than 6 months old.

The document must also show your photo, signature and personal information pages, and the date, place, signature, name and position of the certifying authority. The certification can be made in English, French or German, otherwise we need an official translation.

■ **Proof of residence.**

It can be a bank statement, utility bill, letter from your employer or document from your Tax and Customs administration. It must be less than 6 months old and show your name and current residential address.

3 Optional

■ **To transfer securities**, please visit the useful forms section on help page at www.tddirectinvesting.lu/help

■ **To trade in US stocks**, please sign one W-8BEN form for each account holder. Visit www.tddirectinvesting.lu/help for additional copies or more information.

4 Post the application form and your ID documents to

TD Bank International S.A. 46a Avenue J.F. Kennedy, L-2958 Luxembourg, Luxembourg.

Should you require any help, you are welcome to contact us on +352 2603 2003 or at customerservice@tddirectinvesting.lu.

1 Your personal details (in BLOCK CAPITALS please)

Main Account Holder

Title: Mr Mrs Ms Dr

First name
Middle name
Last name
Date of birth
Place of birth TOWN COUNTRY
Nationality
Principal occupation
Employer

Residential address (full address, no PO box)

House number/Street name
City
Country
Postcode

Preferred mailing address

(if different from residential address. P.O. Boxes accepted here.)

c/o
House number/Street name
City
Postcode
Country

Contact details

Business telephone COUNTRY
Home telephone COUNTRY
Mobile telephone COUNTRY
E-mail

Country of residence for tax purposes

For the purpose of taxation, I am resident in the following countries and my tax identification number (TIN) is set out below or I have indicated that a TIN is unavailable

Country
TIN or TIN unavailable
Country
TIN or TIN unavailable
Country
TIN or TIN unavailable

Joint Account Holder

Title: Mr Mrs Ms Dr

First name
Middle name
Last name
Date of birth
Place of birth TOWN COUNTRY
Nationality
Principal occupation
Employer

Residential address (if different)

House number/Street name
City
Country
Postcode

Account correspondence will be sent to main holder residential address or, if applicable, your preferred mailing address.

Contact details

Business telephone COUNTRY
Home telephone COUNTRY
Mobile telephone COUNTRY
E-mail

Country of residence for tax purposes

For the purpose of taxation, I am resident in the following countries and my tax identification number (TIN) is set out below or I have indicated that a TIN is unavailable

Country
TIN or TIN unavailable
Country
TIN or TIN unavailable
Country
TIN or TIN unavailable

Please note that once we receive your Application Form, we will phone you to confirm the receipt and to collect additional information required by local law.

2 General Risk warning notice

As a general rule, the Client should not transact, unless he/she understands the nature of the transaction he/she is entering into and the exposure to risk. The Client should therefore carefully consider whether that kind of trading is appropriate for him/her in the light of his/her experience, objectives, financial resources and other relevant circumstances.

TD Bank International S.A. assumes that the Client is familiar with the risks inherent in purchasing, selling and holding securities. The term "risk" is used to refer, in particular, to credit risks, market risks and liquidity risks associated with shares, bonds and investment funds as well as foreign exchange rate risks.

Without being exhaustive, these risks can be described as follows:

The **risk of changes in net asset values or prices**: the risk of changes in net asset values or prices exists in all financial markets. The price of a financial instrument is the result of the balance between supply and demand on the market. The price might be subject to unforeseen fluctuations involving risk of loss. Furthermore, the volatility historically displayed by a particular instrument may change over time, even without extreme conditions intervening.

The **economic risk**: changes linked to economic cycles always have an impact on securities prices. Prices fluctuate in line with expectations of recession or economic growth. The length and scope of economic cycles vary over time, as does the repercussion on the different sectors of the economy. Moreover, economic cycles can vary from one country to another. Failure to take this into account or a wrong estimation of future economic trends when making an investment decision can result in losses. The Client must take into account the impact of economic conditions on interest rate trends and foreign exchange rates as well as on company earnings in the respective country.

The **inflation risk**: inflation is measured by the rise in consumer prices. It corresponds to the loss of purchasing power over time. The Client loses purchasing power whenever inflation (of the Client's national economy) exceeds the return on investment (coupons, dividends and capital gains). Clients should therefore base their decisions on the effective interest rate, i.e. the difference between the interest rate and inflation.

The **interest rate risk**: movements in interest rates expose the fixed interest rate Client to the risk of loss of capital. Even if the issuer scrupulously respects the issue terms, just a rise in market interest rates can lead the Client to suffer a loss or absence of gain. As a general rule, increases in interest rates tend to lower the price of those financial instruments that are sensitive to rates to a greater or lesser extent, such as fixed interest bonds and certain structured products, while a reduction in rates has the opposite effect.

The **country risk and transfer risk**: a country may default and/or suspend foreign exchange of its currency. This risk includes both economic and political instability. In the event of a foreign currency crunch or restrictions on foreign transfers, the Client may not receive the payments to which he/she is entitled. The Client could also receive payments in a foreign currency that is no longer exchangeable due to foreign exchange restrictions. In principle there is no protection against such a risk, as can be seen from the most recent examples of Argentina in 2002 and Iceland in 2009 although ratings published in the financial press may be of use to investors in this respect. The political and economic climate in certain countries can also produce instability that can lead to the freezing of assets or restriction of rights. In principle, there is no way to protect against such risks, although ratings published in the financial press may be of use to investors in this respect.

Investing in **emerging markets** may present an accrued risk compared to investments in well-established markets. Emerging markets are securities markets in countries characterized by, among other things, a certain degree of political instability and relatively unpredictable financial markets. Investments in emerging markets should be carried out exclusively by those persons who have a good knowledge of the markets in question and are thus in position to assess the various risk factors, such as political, economic and credit risks, exchange rate risks, market risks, liquidity and settlement risks, regulatory and legal risks.

The **currency/exchange risk**: foreign exchange risk is the same for all financial instruments, whether they are money market instruments, bonds, equities or derivative products. The Client who purchases a financial instrument of a currency other than his/her reference currency is exposed to foreign exchange risk, i.e. the risk that the foreign currency will depreciate versus the Client's reference currency. The purchase of a US or Asian stock on a European stock exchange does not avoid the foreign exchange risk. The price variations in Euro take into account the variation in the share price on the stock's main market as well as exchange rate fluctuations. Clients can use currency futures and put options to hedge against foreign exchange risk. The key factors influencing exchange rates are inflation and interest rate differences between one country and another, economic forecasts for the country in question, the political situation and the safety of the investment. In addition, psychological factors, such as lack of confidence in the government, can trigger speculation on a currency.

The **market liquidity risk**: insufficient market liquidity may prevent the Client from selling financial instruments at market prices. A distinction has to be made between a lack of liquidity caused by the laws of market supply and demand and lack of liquidity due to financial instruments' characteristics or to market practice. A lack of liquidity due to market supply and demand arises when a financial instrument is almost exclusively in supply (seller's price or bid) or almost exclusively in demand (buyer's price or offer) at a certain price. Under such circumstances, buy or sell orders cannot be carried out immediately and or only partially (partial execution) and/or at unfavourable conditions. In addition, higher transaction costs may apply.

The **credit risk**: purchases of securities financed through loans are associated with additional risks.

Supplementary collateral may be required if the prices of the pledged assets move such that the credit limit guaranteed by the pledge is exceeded. If the Client is unable to provide the additional collateral, the bank may be forced to sell the deposited securities at an unfavourable moment. Furthermore, the loss incurred due to an unfavourable movement in the price of a financial instrument may exceed the initial investment amount. Fluctuations in the prices of pledged securities may hinder the Client's ability to repay the loans. Clients need to be aware that, due to the leverage factor accompanying the purchase of credit-financed securities, the sensitivity to price fluctuations of such investments will be proportionally greater. As a consequence, chances for gain increase, as do risks of loss. The extent of those risks will depend on the amount of leverage associated with the investment: the greater the leverage, the greater the risks.

The **counterparty risk/ risk related to the solvency of the issuer**: default by the counterparty or the issuer of financial instruments for a financial transaction (or of the settlement/clearing system on which the instruments are traded) can lead to the investor losing all or part of the funds invested. The investor must therefore take into consideration the quality of the issuer of the product in which he invests. The concept of rating (or credit scoring) should in this case very much be borne in mind in evaluating this risk, which is liable to change throughout duration to maturity, in particular for products with a long maturity.

The **sentiment risk**: irrational factors, either market factors or factors specific to a particular security, taken individually, can affect overall movements in prices, for example trends, announcements, opinions or rumours that may lead to unforeseen but sudden and large reductions in price, even though the financial situation and prospects of the businesses that underlie the investment involved may not have changed unfavourably.

The **information risk**: means that the risk of making unfortunate investment choices through lack of information, or through incomplete or inaccurate information. This may arise from the Client depending on unreliable sources, having a poor understanding of available information, or perhaps from failures in communication.

The **transmission risk**: when placing an order, the Client must provide certain details needed for its execution to the Bank, such as the type of instrument, the type of order, the volume, the date of execution, etc. The more accurately the order is given, the less the risk of any transmission error.

3 Joint account agreement (if applicable)

The account holders acknowledge hereby that any accounts opened or to be opened subsequently with TD Bank International S.A. are governed by the General Terms and Conditions of the Bank, by the conditions stated on the Application Form and by the following special provisions.

Special provisions

It is expressly agreed and understood that each holder of a joint account or joint custody account may dispose severally of the assets in account and of the securities held in custody account. For obligations arising from a joint account, the holders shall be liable for the full amount as joint and several debtors. The assets in account and securities held in custody account as well as arrears, interest and dividends may be withdrawn and, in general, all transactions on the above mentioned accounts may be done by one of the account holders without intervention of the other(s). The Bank will be free from any commitment towards the account holders if such a payment or delivery of securities is done to one of the account holders against this holder's sole instruction.

The interests, dividends, arrears, distributions as well as any funds paid in by the account holders are credited to the account with the Bank.

Each of the account holders, against his/her sole instruction and without intervention of the other(s), may give power to a third party to exercise for and on behalf of him, wholly or in part, the rights accruing to him from this agreement.

Where accounts are in the name of more than one person each account holder will be jointly and separately liable to the Bank under the Terms and Conditions. This means that each account holder is separately responsible for keeping to its terms. If any of the account holders do not keep to them, the Bank can take action against any of the account holders, singularly or together. The bank will normally act on instructions from any of the account holders. If account holders give the Bank conflicting instructions, the Bank will not have to act on them. Where instructions can be given to the Bank by any of the account holders, an account holder will be bound by the instruction given by another joint account holder.

If the Bank become aware of divorce proceedings between joint account holders or there is a disagreement between account holders to the running of the account, the Bank may, but is not obliged to, freeze the account or resort to joint authorisation for each instruction on the account.

If either of the account holders gives notice to end the Terms, the Bank will close the account in accordance with the instructions received. If the Bank gives notice to end the Terms, it will transfer client's investments into joint names, unless otherwise instructed.

The decease of one or more of the account holders will produce no change in the rights and commitments mentioned above. The assets in an account may be paid and the securities in custody be handed over against discharge of one of the surviving account holders or the legal successor of the deceased account holder(s). The Bank may nevertheless require to be provided with specific documentation prior to remittance of the assets to the surviving account holder or to the legal successor of the deceased account holder.

4 Declaration

I/We apply for entering into a business relationship with TD Bank International S.A. in Luxembourg by the opening of the above-mentioned account.

I/We confirm the information given beforehand is true and correct and that I/we will inform TD Bank International S.A. immediately of any changes in the above personal details information, especially concerning my/our residential address(es), tax residency, nationality, principal occupation(s) and employer(s).

I/We also expressly acknowledge that TD Bank International S.A. offers no personal investment recommendations or advisory service, and that in case of a question or a query about a transaction I/we am/are considering, I/we should consult with a qualified financial or/and legal advisor.

I/We fully certify under penalties of perjury that I/we am/are the beneficial owner(s) of all the assets entrusted to TD Bank International S.A. and income to which this form relates.

I/We confirm that I/we am/are not a US citizen(s) or resident(s) in the US for tax purposes.

I/We hereby confirm that I/we have read, understood and accepted:

- The General Risk Warning Notice;
- The Joint account agreement (if applicable).

I/We hereby confirm that I/we acknowledge the following documents and information, which were at my/our disposal on the website, and I/we have read, understood, and accepted their contents:

- [The General Terms and Conditions, and Terms and Conditions Securities and Investment funds custody and trading](#)
- [The Best Execution Policy and the Summary of Conflicts of Interest Policy \(FAQs section 10. Legal Documents\)](#)
- [The Fees and Commissions](#)
- Information about the protection of deposit.

Basic information about the protection of deposits

To protect your deposits TD Bank International S.A has adhered to:	Fonds de Garantie des Dépôts Luxembourg (1)
Limit of protection:	EUR 100.000 per depositor per credit institution (2)
If you have several deposits with the Bank:	All your deposits with the same credit institution are «aggregated» and the total is subject to the limit of EUR 100.000 (2)
If you have a joint account with other person(s):	The limit of EUR 100.000 applies to each depositor separately (3)
Reimbursement period in case of the Bank's bankruptcy:	7 working days (4)
Currency of reimbursement:	Euro
Fonds de Garantie des Dépôts Luxembourg:	Fonds de Garantie des Dépôts Luxembourg 283 route d'Arlon L-1150 Luxembourg Tel: (+352) 26 25 1- 1 Fax: (+352) 26 25 1 2601
For more information:	www.fgdl.lu

(1) Scheme responsible for the protection of your deposit.

(2) General limit of protection: If a deposit is unavailable because a credit institution is unable to meet its financial obligations, depositors are repaid by a deposit guarantee scheme. This repayment covers a maximum of EUR 100.000 per credit institution. This means that all deposits with the same credit institution are added up in order to determine the coverage level. If, for instance, a depositor holds a savings account with EUR 90.000 and a current account with EUR 20.000, the client will only be repaid EUR 100.000. In some cases as defined by article 171, paragraph 2 of the Law of 18 December, 2015 on the recovery and resolution of credit institutions and investment firms, deposits may be protected up to a maximum of EUR 2.500.000.

(3) Limit of protection for joint accounts: In case of joint accounts, the limit of EUR 100.000 applies to each depositor. However, deposits in an account to which two or more persons are entitled as members of a business partnership, without legal personality, are aggregated and treated as if made by a single depositor for the purpose of calculating the limit of EUR 100.000.

(4) Reimbursement: The Fonds de garantie des dépôts Luxembourg (FGDL) is responsible for the said deposit guarantee scheme. Please refer to the contact detail above. The FGDL will repay your deposits (up to a maximal amount of EUR 100.000) within a maximum period of 7 working days. If you have not been repaid within these deadlines, please contact with the FGDL since the time to claim reimbursement may be barred after a certain time limit.

How will TD Bank International use your information?

TD Bank International S.A. is required to comply with the provisions of the Luxembourg Data Protection Law in relation to the use of your personal data. By providing your personal data to us you specifically agree that TD Bank International may use that data for the purposes outlined below and in accordance with clause "Personal Information" of Terms and Conditions. All of the personal data that you provide will be used to process your application. Your personal data will also be used so that TD Bank International can undertake anti-fraud and anti-money laundering checks.

First applicant

First and last name

Date and Place

Signature 

Joint applicant

First and last name

Date and Place

Signature 

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)

► For use by individuals. Entities must use Form W-8BEN-E.
► Information about Form W-8BEN and its separate instructions is at www.irs.gov/formw8ben.
► Give this form to the withholding agent or payer. Do not send to the IRS.

Do NOT use this form if:

- You are NOT an individual W-8BEN-E
- You are a U.S. citizen or other U.S. person, including a resident alien individual W-9
- You are a beneficial owner claiming that income is effectively connected with the conduct of trade or business within the U.S. (other than personal services) W-8ECI
- You are a beneficial owner who is receiving compensation for personal services performed in the United States 8233 or W-4
- A person acting as an intermediary W-8IMY

Instead, use Form:

Part I Identification of Beneficial Owner (see instructions)

1 Name of individual who is the beneficial owner		2 Country of citizenship	
3 Permanent residence address (street, apt. or suite no., or rural route). Do not use a P.O. box or in-care-of address.			
City or town, state or province. Include postal code where appropriate.		Country	
4 Mailing address (if different from above)			
City or town, state or province. Include postal code where appropriate.		Country	
5 U.S. taxpayer identification number (SSN or ITIN), if required (see instructions)		6 Foreign tax identifying number (see instructions)	
7 Reference number(s) (see instructions)		8 Date of birth (MM-DD-YYYY) (see instructions)	

Part II Claim of Tax Treaty Benefits (for chapter 3 purposes only) (see instructions)

9 I certify that the beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.

10 Special rates and conditions (if applicable—see instructions): The beneficial owner is claiming the provisions of Article _____ of the treaty identified on line 9 above to claim a _____ % rate of withholding on (specify type of income): _____

Explain the reasons the beneficial owner meets the terms of the treaty article: _____

Part III Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the individual that is the beneficial owner (or am authorized to sign for the individual that is the beneficial owner) of all the income to which this form relates or am using this form to document myself as an individual that is an owner or account holder of a foreign financial institution,
 - The person named on line 1 of this form is not a U.S. person,
 - The income to which this form relates is:
 - (a) not effectively connected with the conduct of a trade or business in the United States,
 - (b) effectively connected but is not subject to tax under an applicable income tax treaty, or
 - (c) the partner's share of a partnership's effectively connected income,
 - The person named on line 1 of this form is a resident of the treaty country listed on line 9 of the form (if any) within the meaning of the income tax treaty between the United States and that country, and
 - For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.
- Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. **I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.**

Sign Here ►

Signature of beneficial owner (or individual authorized to sign for beneficial owner) Date (MM-DD-YYYY)

Print name of signer Capacity in which acting (if form is not signed by beneficial owner)