

Main Features of the Tax system applicable to the Contract

JANUARY 2023

The tax system applicable to the Contract on its conclusion date is the tax system of the Subscriber's country of principal residence. The main features of the tax system applicable to the Contract are set out within the framework of this Notice .

In general, the Subscriber must fulfill all information, declaration and payment requirements towards the competent tax authority, except if an express, special and irrevocable proxy between the Subscriber and the Company in order to communicate directly or indirectly via a third party proxy designated by the Subscriber under the applicable tax system has been established.

THE SUBSCRIBER'S ATTENTION IS DRAWN TO THE FACT THAT :

- the present Notice only sets out, in a General way, the main features of the tax system applicable to the Contract,
- once the Company knows the Subscriber's country of residence for tax purposes, it undertakes to provide him with the appropriate version of this Notice, which shall cancel and replace this version, prior to subscription and as soon as possible. If the Company is not able to provide this tax sheet, the Subscriber is invited to consult a qualified tax adviser with full knowledge of the tax system applicable to the contract in the Subscriber's, the Life Assured's and the Beneficiary's country of residence for tax purposes,
- the features of the tax system applicable to the Contract are likely to change during the lifetime of the Contract,
- the information about the main features of the tax system applicable to the Contract (i) is provided subject to reservations concerning changes in the regulatory and legislative provisions in effect and (ii) has no contractual value. This information is provided purely for indicative and informational purposes,
- the Company strongly recommends that before signing the Insurance Proposal and during the execution of the Contract, the Subscriber should obtain advice from a qualified authorised tax adviser in order to understand perfectly the tax system applicable to the Contract and to obtain answers to questions about specific situations.

ARTICLE 1 - TAXATION OF DISPOSALS

related to life insurance contracts and capital redemption policy taken out with companies established in a member state of the european economic area according to the tax provisions of the subscriber's place of residence

Disposals related to life insurance contracts taken out with companies established in a Member State of the European Economic Area other than that of the Subscriber's country of residence, are taxable as foreign source investment income in accordance with the tax rules of the Subscriber's country of residence.

The tax system of the country in which the Subscriber has his/her residence at the time of subscription shall therefore be applicable at the time of a partial or total surrender, at contract term if the Life Assured is still alive or on payment of capital death benefits in the event of the Life Assured's death.

ARTICLE 2 - TAX SYSTEM APPLICABLE

when the subscriber, life assured party or beneficiary is a resident for tax purposes in a member state of the european economic area

Disposals related to life insurance or capital redemption contracts taken out under the freedom to provide services principle with insurers or similar organisations established in a Member State of the European Economic Area and received by Subscribers domiciled in a Member State of the European Economic Area are subject to tax rules of the subscriber's country of residence.

The general principles stated within the framework of this Appendix do not cover the tax system applicable to the Contract depending on the location of the Subscriber's residence for tax purposes, the Life Assured or the Lives Assured where there is more than one (if he/she/they are different from the Subscriber(s)), the Beneficiary(ies) designated during the life of the Contract in a given State.

On the occasion of a change of residence for tax purposes outside a Member State of the European Economic Area by the Subscriber(s), the Life Assured or the Lives Assured where there is more than one (if he/she/they are different from the Subscriber(s), the Beneficiary(ies) designated during the lifetime of the Contract), the Subscriber(s) is/are advised to seek advice from a qualified and authorised tax adviser about the tax system applicable to the Contract resulting from this change of residence for tax purposes.

Depending on the Insurance Company's country of domiciliation, Subscriber's and/or Beneficiary's country of residence for tax purposes, premiums paid to the contract may be subject to stamp duties or indirect taxes.

Article 2.1 - Tax treatment of Surrenders

In the event of a partial or total surrender following a change of the Subscriber's residence for tax purposes outside a Member State of the European Economic Area during the lifetime of the Contract, the tax system of the Member State of the European Economic Area in which the Subscriber was a resident no longer applies to this operation if the Beneficiary of the surrender is not a resident of the same State for tax purposes, subject to the application of bilateral agreements concluded between the two States.

Article 2.2 - Tax treatment in the event of the Life Assured's death

If the Subscriber(s), the Life Assured or Lives Assured or the Beneficiary(ies) is (are) not resident for tax purposes of the European Economic Area member state in which the Subscriber was resident on the day of the Life Assured's death, the tax system of this State shall not apply, subject to the application of bilateral agreements concluded between the two States.

ARTICLE 3 - CAPITAL REDEMPTION POLICY

If the Member State of the European Economic Area in which the Subscriber is a resident for tax purposes recognises the capital redemption policy, the article mentioned in the Notice relative to applicable taxation must be referred to in order to determine the system and the terms.

ARTICLE 4 - PROFESSIONAL SECRECY APPLICABLE TO THE INSURANCE

The Company is obliged to comply with the rules relating to professional secrecy in force in the Grand Duchy of Luxembourg by virtue of Article 300 of the Law of 7 December 2015.

Hence the information gathered within the framework of the Contract must be kept secret under penalty of infringement and exposure to the sanctions provided for in Article 458 of the Luxembourg Code of Criminal Law. On the basis of these provisions, the Company may only be authorised to communicate to any third party the confidential information which the Company holds in respect of the Contract after receiving a prior formal instruction from the person in question. Failing this, the Company shall expose itself, in the event of failing to comply with its obligations concerning professional secrecy, to the penalties provided for in Article 458 of the Luxembourg Code of Criminal Law.

However, the Company may be obliged by virtue of a law or international agreements to break insurance secrecy and communicate the confidential information which it holds in respect of the Contract in accordance with a formal prior instruction. Hence, for example, according to the double taxation agreements concluded by Luxembourg in accordance with the standards of the OECD, the tax authorities are authorised to demand information within the framework of the exchange of information. In view of the obligations relating to professional secrecy resulting from Luxembourg law and in order to allow the Company to satisfy the obligations resulting from the tax system applicable to the Contract, each :

- Subscriber in the event of there being more than one Subscribers, and
- Life Assured in the event of there being more than one (if he/she/they are different from the Subscriber(s)), and
- Accepting Beneficiary during the lifetime of the Contract,
- Beneficiary at the date of the Life Assured's death,

shall be obliged to authorise and give an express, special and irrevocable mandate to the Company, (i) to proceed with any tax declaration and any payment to the tax authority authorised to receive such information and which is competent in application of the Contract, (ii) to provide the Beneficiary(ies) with all the information required by the applicable tax system, all of which directly or indirectly via a third-party agent appointed by the Company.

ARTICLE 5 - CHARGING OF ANY TAX OR DUTY IN RESPECT OF THE CONTRACT

Any tax or duty to which the Contract may be subject and for which the charging by the Company is not prohibited shall be deducted from the benefits due under the Contract.

ARTICLE 6 - COVERS UNDER THE CONTRACT

before the application of regulatory tax or deduction of social taxes

The Company's cover at the Contract term as set out in the General Conditions are expressed before taking into account the regulatory tax or deductions of social taxes where applicable which shall be applied within the regulatory framework applicable to unit-linked life insurance contracts, it being specified that these deductions are not capped in terms of Account Units, or in euro.