



U.S. Department of Justice

*United States Attorney
Southern District of New York*

*The Silvio J. Mollo Building
One Saint Andrew's Plaza
New York, New York 10007*

November 16, 2023

David A. O'Neil, Esq.
Aymeric Dumoulin, Esq.
Debevoise & Plimpton LLP
801 Pennsylvania Avenue, N.W.
Washington, D.C. 20004

Sean Hecker, Esq.
Kaplan Hecker & Fink LLP
350 Fifth Avenue, 63rd Floor
New York, NY 10118

**Re: *United States v. Banque Pictet & Cie SA*, 23 Cr. ____ ()
Deferred Prosecution Agreement**

Dear Counsel:

The United States Attorney's Office for the Southern District of New York (the "Office") and the Tax Division of the United States Department of Justice (the "Tax Division") (together with the Office, the "Department") and the defendant Banque Pictet & Cie SA ("Pictet" or the "defendant" and, together with all of Pictet's subsidiaries, branches, affiliates, representative offices, and predecessors in interest, the "Pictet Group"), under authority granted by its Board in the form of a Board Resolution (a copy of which is attached hereto as Exhibit A), hereby enter into this Deferred Prosecution Agreement (the "Agreement").

This Agreement shall take effect upon its execution by all parties.

THE CRIMINAL INFORMATION

1. Pictet waives indictment and consents to the filing of a one-count Information (the "Information") in the United States District Court for the Southern District of New York (the "Court"), charging Pictet with conspiring with others, including U.S. taxpayers, in violation of Title 18, United States Code, Section 371, (1) to defraud the United States and an agency thereof, to wit, the United States Internal Revenue Service (the "IRS"); (2) to file false federal income tax returns in violation of Title 26, United States Code, Section 7206(1); and (3) to evade federal income taxes in violation of Title 26, United States Code, Section 7201, for the period from 2008 to 2014. A copy of the Information is attached hereto as Exhibit B.

ACCEPTANCE OF RESPONSIBILITY

2. Pictet admits and stipulates that the facts set forth in the Statement of Facts, attached hereto as Exhibit C and incorporated herein, are true and accurate. In sum, Pictet admits that it is responsible under U.S. law for the federal criminal violations charged in the Information and set forth in the Statement of Facts as a result of the acts of its partners, officers, directors, employees, or agents.

RESTITUTION, FORFEITURE AND PENALTY OBLIGATIONS

3. As a result of the conduct described in the Information and the Statement of Facts, Pictet agrees to make payments in total of \$122,959,391 to the United States. Specifically, Pictet agrees to (1) make a payment of restitution in the amount of \$31,844,192 (the “Restitution Amount”); (2) forfeit \$52,164,201 (the “Forfeiture Amount”) to the United States; and (3) pay a penalty of \$38,950,998 (the “Penalty Amount”) to the Department, as set forth below.

Restitution

4. In regard to the Restitution Amount, Pictet admits, and the Department agrees, that the Restitution Amount represents the approximate gross pecuniary loss to the IRS as a result of the conduct described in the Statement of Facts. The Restitution Amount shall not be further reduced by payments made to the IRS by U.S. taxpayers through the Offshore Voluntary Disclosure Initiative and similar programs (collectively, “OVDI”) before or after the date of this Agreement that have not already been credited against the Restitution Amount. Pictet agrees to pay the Restitution Amount to the IRS by wire transfer within seven (7) days of the date of the Court’s approval of deferral under the Speedy Trial Act in connection with this Agreement. If Pictet fails to timely make the payment required under this paragraph, interest (at the rate specified in 28 U.S.C. § 1961) shall accrue on the unpaid balance through the date of payment, unless the Department, in its sole discretion, chooses to reinstate prosecution pursuant to Paragraphs 21 and 22, below.

Forfeiture

5. The Forfeiture Amount of \$52,164,201 represents a substitute *res* for the approximate gross fees paid to Pictet by U.S. taxpayers with undeclared accounts at Pictet from 2008 through 2014 that are subject to civil forfeiture to the United States pursuant to 18 U.S.C. § 981(a)(1)(C).

6. The Forfeiture Amount shall be sent by wire transfer to a seized asset deposit account maintained by the United States Department of the Treasury within seven (7) days of the Court’s approval of deferral under the Speedy Trial Act in connection with this Agreement. If Pictet fails to timely make the payment required under this paragraph, interest (at the rate specified in 28 U.S.C. § 1961) shall accrue on the unpaid balance through the date of payment, unless the Department, in its sole discretion, chooses to reinstate prosecution pursuant to Paragraphs 21 and 22, below.

7. Upon payment of the Forfeiture Amount, Pictet shall release any and all claims it may have to such funds and execute such documents as necessary to accomplish the forfeiture of the funds.

8. Pictet agrees this Agreement, the Information, and the Statement of Facts may be attached and incorporated into a civil forfeiture complaint (the "Civil Forfeiture Complaint"), a copy of which is attached hereto as Exhibit D, that will be filed against the Forfeiture Amount. By this Agreement, Pictet expressly waives service of that Civil Forfeiture Complaint and agrees that a Judgment of Forfeiture may be entered against the Forfeiture Amount. Pictet also agrees that the facts contained in the Information and Statement of Facts are sufficient to establish that the Forfeiture Amount is subject to civil forfeiture to the United States.

Penalty

9. The Department and Pictet agree that, consistent with the factors set forth in U.S.S.G. § 8C2.8 and 18 U.S.C. §§ 3553(a) and 3572(a), and in light of the Forfeiture Amount and the Restitution Amount, the Penalty Amount of \$38,950,998 is an appropriate penalty in this case. This amount reflects a 45% reduction for cooperation. Pictet agrees to pay the Penalty Amount as directed by the Department within seven (7) days of the Court's approval of deferral under the Speedy Trial Act in connection with this Agreement. The Department and Pictet agree that the Penalty Amount is appropriate given the facts and circumstances of this case, including the nature and seriousness of the Pictet Group's conduct as set forth in the Statement of Facts, and also, in mitigation of a higher penalty, among other things, the extensive investigation conducted by Pictet, the provision of a substantial number of documents to the Department, and the facilitation of witness interviews by Pictet. The Department and Pictet further agree that the Penalty Amount is final and shall not be refunded, that nothing in this Agreement shall be deemed an agreement by the Department that the Penalty Amount is the maximum penalty that may be imposed in any future prosecution, and that the Department is not precluded from arguing in any future prosecution that the Court should impose a higher penalty. Under those circumstances, the Department agrees that it will recommend to the Court that Pictet's payment of the Penalty Amount, pursuant to the Agreement, should be credited toward any fine ordered by the Court as part of any future criminal judgment relating to the conduct set forth in the Statement of Facts.

10. Pictet agrees that it will not file a claim or a petition for remission, restoration, or any other assertion of ownership or request for return relating to the Forfeiture Amount or the payment of the Penalty Amount described above, or any other action or motion seeking to collaterally attack the seizure, restraint, forfeiture, or conveyance of the Forfeiture Amount or the Penalty Amount, nor shall it assist any others in filing any such claims, petitions, actions, or motions.

Non-Deductibility

11. Pictet agrees that the Restitution Amount, the Forfeiture Amount, and the Penalty Amount shall be treated as non-tax-deductible amounts paid to the United States Government for all tax purposes under United States law. Pictet agrees that it will not claim, assert, or apply for, either directly or indirectly, a tax deduction, tax credit, or any other offset with regard to any United

States federal, state, or local tax, for any portion of the \$122,959,391 that Pictet has agreed to pay to the United States pursuant to this Agreement.

TERM OF THE AGREEMENT

12. Pictet agrees that its obligations pursuant to this Agreement, which shall commence upon the signing of this Agreement, will continue for three years from the date of the Court's acceptance of this Agreement, unless otherwise extended pursuant to Paragraph 13 below (the "Deferral Period"), subject to the continuing cooperation obligations set forth in Paragraph 18 below. Pictet's obligation to cooperate is not intended to apply in the event that a prosecution against Pictet by the Department is pursued and not deferred.

13. Pictet agrees that, in the event that the Department determines during the Deferral Period described in Paragraph 12 above (or any extensions thereof) that Pictet has violated any provision of this Agreement, an extension of the period of the Deferral Period may be imposed in the sole discretion of the Department, up to an additional one year, but in no event shall the total term of the deferral-of-prosecution period of this Agreement exceed four years.

DEFERRAL OF PROSECUTION

14. Pictet has made a commitment to: (a) accept and acknowledge responsibility for its conduct, as described in the Statement of Facts and the Information attached hereto; (b) cooperate fully, subject to applicable laws and regulations, with the Department, the IRS, and any other law enforcement agency so designated by the Department; (c) make the payments specified in this Agreement; (d) comply with the federal criminal laws of the United States (as provided herein in Paragraph 16(g)); and (e) otherwise comply, subject to applicable laws and regulations, with all of the terms of this Agreement. In consideration of the foregoing, the Department shall recommend to the Court that prosecution of Pictet on the Information be deferred for three years. Pictet shall expressly waive indictment and all rights to a speedy trial pursuant to the Sixth Amendment of the United States Constitution, Title 18, United States Code, Section 3161, Federal Rule of Criminal Procedure 48(b), and any applicable Local Rules of the United States District Court for the Southern District of New York for the period during which this Agreement is in effect.

15. The Department agrees that if Pictet is in compliance with all of its obligations under this Agreement, the Department will, at the expiration of the Deferral Period (including any extensions thereof), seek dismissal with prejudice of the Information filed against Pictet pursuant to this Agreement. Except in the event of a violation by Pictet of any term of this Agreement or as otherwise provided in Paragraph 21, the Department will bring no additional charges or other civil action against Pictet relating to its conduct as described in the Information and the Statement of Facts attached hereto. This Agreement does not provide any protection against prosecution for any crimes except as set forth above and does not apply to any individual or entity other than Pictet and its affiliated entities within the Pictet Group that provide private banking services. Pictet and the Department understand that the Court must approve deferral under the Speedy Trial Act, in accordance with 18 U.S.C. § 3161(h)(2). Should the Court decline to defer prosecution for any reason: (a) both the Department and Pictet are released from any obligation imposed upon them

by this Agreement; (b) this Agreement shall be null and void, except for the tolling provision set forth in Paragraph 21, below; and (c) if they have already been transferred to the United States, the Restitution Amount, Forfeiture Amount and Penalty Amount shall be returned to Pictet.

CONTINUING COOPERATION

16. During the Deferral Period, Pictet shall cooperate fully, subject to applicable laws and regulations, with the Department, the IRS, and any other federal law enforcement agency designated by the Department regarding all matters related to the Department's investigation into U.S.-related accounts banking at Pictet (the "Department's Investigation") about which Pictet has information or knowledge, including:

(a) truthfully and completely disclose all information with respect to the activities of the Pictet Group, its partners, officers, employees, and others concerning all such matters about which the Department inquires related to the Department's Investigation, which information can be used for any purpose, except as limited by this Agreement or by applicable laws and regulations;

(b) specifically provide, upon request, all items, assistance, information and documents required to be produced by Swiss banks participating in the Program for Non-Prosecution Agreements or Non-Target Letters for Swiss Banks (the "Swiss Bank Program") as set forth specifically in Parts II.D.1.a-d and 2 of the Swiss Bank Program;

(c) provide, as soon as practicable, transaction information based on Part II.D.2.b.vi of the Swiss Bank Program, to include accounts closed in the period from January 1, 2008 through December 31, 2022, in the format requested by the Department;

(d) make reasonable efforts to implement the closure of recalcitrant accounts and related procedures, to the extent that it has not already done so, as set forth in Part II.G of the Swiss Bank Program and as otherwise consistent with Swiss law;

(e) agrees not to open any U.S. Related Accounts (as defined in Part I.B.9 of the Swiss Bank Program, but without regard to the dollar limit or the reference to the Applicable Period) except on conditions that ensure that the account will be declared to the United States and will be subject to disclosure by Pictet to the extent required by FATCA;

(f) truthfully and completely disclose, and continue to disclose during the Deferral Period, consistent with applicable law and regulations, all information described in Part II.D.1 of the Swiss Bank Program with respect to U.S. Related Accounts held by Pictet from 2008 through 2014 (as those terms are defined in the Swiss Bank Program) that is not protected by a valid claim of privilege or work product with respect to the activities of Pictet and its partners, officers, directors, employees, agents, consultants, and others, which information can be used for any purpose, except as otherwise limited in this Agreement. Subject to applicable laws and regulations, Pictet shall disclose to the Department that it has discovered new information required to be disclosed under this Agreement, including pursuant to this paragraph and Paragraphs 16(b) and (c), no later than thirty days from discovery and provide such information, including

information as described in Part II.D.1 of the Swiss Bank Program and information pursuant to Paragraph 16(b) and (c) of this Agreement, no later than ninety days from discovery. All other terms of this Agreement shall apply with respect to any newly disclosed account;

(g) provide all necessary information and assist the United States with the drafting of treaty requests to seek account records and other information, and will collect and maintain all records that are potentially responsive to such treaty requests to facilitate prompt responses; and

(h) Pictet shall commit no violations of the federal criminal laws of the United States.

17. It is further understood that during the Deferral Period, Pictet will bring, subject to applicable laws and regulations, to the Department's attention: (a) all criminal conduct by, and criminal investigations of, the Pictet Group or its partners, officers, and employees related to any violations of the federal laws of the United States that come to the attention of Pictet's partners, board of directors, executive committee, or senior management, and (b) any investigation conducted by, or any civil, administrative, or regulatory proceeding brought by, any U.S. governmental authority that alleges fraud by the Pictet Group or any other violations of the federal laws of the United States in the operation or management of Pictet's business.

18. Notwithstanding the Deferral Period, Pictet shall also, subject to applicable laws and regulations, continue to cooperate with the Department, the IRS, and any other federal law enforcement agency designated by the Department regarding any and all matters related to the Department's Investigation until the date on which all civil or criminal examinations, investigations, or proceedings, including all appeals, are concluded, whether those examinations, investigations, or proceedings are concluded within the Deferral Period, including:

(a) cooperate fully with the Department, the IRS, and any other federal law enforcement agency designated by the Department regarding all matters related to the Department's Investigation;

(b) retain all records relating to the Department's Investigation, for a period of ten years from the end of the Deferral Period;

(c) provide all necessary information and assist the United States with the drafting of treaty requests seeking account information for accounts owned and/or controlled by U.S. persons, and collect and maintain all records that are potentially responsive to such treaty requests in order to facilitate a prompt response;

(d) assist the Department or any designated federal law enforcement agency in any investigation, prosecution, or civil proceeding arising out of or related to the Department's Investigation by providing logistical and technical support for any meeting, interview, grand jury proceeding, or any trial or other court proceeding;

(e) use its best efforts promptly to secure the attendance and truthful statements or testimony or information of any current or former partner, officer, director, employee, agent, or

consultant of the Pictet Group at any meeting or interview or before any grand jury or at any trial or other court proceeding regarding matters arising out of or related to the Department's Investigation;

(f) provide the Department and the IRS, upon request, testimony of a competent witness as needed to enable the Department and any designated federal law enforcement agency to use the information and evidence obtained pursuant to Pictet's cooperation with the Department before a grand jury or at any trial or other court proceeding regarding matters arising out of or related to the Department's Investigation;

(g) provide the Department, upon request, consistent with applicable law and regulations, all information, documents, records, or other tangible evidence not protected by a valid claim of privilege or work product regarding matters arising out of or related to the Department's Investigation about which the Department or any designated federal law enforcement agency inquires;

(h) upon request, provide fair and accurate translations, at Pictet's expense, of any foreign language documents produced by Pictet to the Government either directly or through any government entity; and

(i) provide to any state law enforcement agency such assistance as may reasonably be requested in order to establish the basis for admission into evidence of documents already in the possession of such state law enforcement agency in connection with any state civil or criminal tax proceedings brought by such state law enforcement agency against an individual arising out of or related to the Department's Investigation.

19. Pictet agrees to use best efforts to close, as soon as practicable, and in no event later than the end of the Deferral Period, any and all U.S. Penalty Accounts (as that term is defined in the Statement of Facts attached hereto as Exhibit C) that have been classified as "dormant" in accordance with applicable laws, regulations and guidelines, and will provide periodic reporting upon request of the Department if unable to close any dormant accounts within that time period. Pictet will only provide banking or securities services in connection with any such dormant account to the extent that such services are required pursuant to applicable laws, regulations and guidelines. If at any point contact with the account holder(s) (or other persons(s) with authority over the account) is re-established, Pictet will promptly proceed to follow the procedures described above in Paragraph 16(d).

20. Nothing in this Agreement shall require Pictet to waive any protections of the attorney-client privilege, attorney work-product doctrine, or any other applicable privilege unless Pictet voluntarily chooses to waive any such privilege. Nothing in this Agreement shall require Pictet to violate the laws or regulations of any jurisdiction in which it operates.

BREACH OF THE AGREEMENT

21. It is understood that should the Department, in its sole discretion, determine during the Deferral Period that Pictet: (a) has knowingly given materially false, incomplete or misleading information either during the Deferral Period or in connection with the Department's Investigation

of the conduct described in the Information or Statement of Facts; (b) committed any crime under the federal laws of the United States subsequent to the execution of this Agreement; or (c) otherwise knowingly violated any provision of this Agreement, Pictet shall, in the Department's sole discretion, thereafter be subject to prosecution for any federal criminal violation, or suit for any civil cause of action, including but not limited to a prosecution or civil action based on the Information, the Statement of Facts, the conduct described therein, or perjury and obstruction of justice. Any such prosecution or civil action may be premised on any information provided by or on behalf of Pictet to the Department or the IRS at any time. In any prosecution or civil action based on the Information, the Statement of Facts, or the conduct described therein, it is understood that: (a) no charge would be time-barred provided that such prosecution is brought within the applicable statute of limitations period (subject to any prior tolling agreements between the Department and Pictet), and excluding the period from the execution of this Agreement until its termination; and (b) Pictet agrees to toll, and exclude from any calculation of time, the running of the statute of limitations for the length of this Agreement starting from the date of the execution of this Agreement and including any extension of the period of deferral of prosecution pursuant to Paragraph 13, above. By this Agreement, Pictet expressly intends to and hereby does waive its rights in the foregoing respects, including any right to make a claim premised on the statute of limitations, as well as any constitutional, statutory, or other claim concerning pre-indictment delay. Such waivers are knowing, voluntary, and in express reliance on the advice of Pictet's counsel.

22. It is further agreed that in the event that the Department, in its sole discretion, determines that Pictet has knowingly violated any provision of this Agreement, including by failure to meet its obligations under this Agreement: (a) all statements made by or on behalf of Pictet to the Department or the IRS, including but not limited to the Statement of Facts, or any testimony given by Pictet or by any agent of Pictet before a grand jury, or elsewhere, whether before or after the date of this Agreement, or any leads from such statements or testimony, shall be admissible in evidence in any and all criminal proceedings hereinafter brought by the Department against Pictet; and (b) Pictet shall not assert any claim under the United States Constitution, Rule 11(f) of the Federal Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule, that statements made by or on behalf of Pictet before or after the date of this Agreement, or any leads derived therefrom, should be suppressed or otherwise excluded from evidence. It is the intent of this Agreement to waive any and all rights in the foregoing respects.

23. Pictet, having admitted to the facts in the Statement of Facts, agrees that it shall not, through its attorneys, agents, or employees, make any public statement, in litigation or otherwise, contradicting the Statement of Facts or its representations, agreements and stipulations in this Agreement. Any such contradictory statement by Pictet, through its present or future attorneys, partners, agents, or employees authorized to speak on behalf of Pictet, shall constitute a violation of this Agreement, and Pictet thereafter shall be subject to prosecution as specified in Paragraphs 21 and 22, above, or the Deferral Period shall be extended pursuant to Paragraph 13, above. The decision as to whether any such contradictory statement will be imputed to Pictet for the purpose of determining whether Pictet has violated this Agreement shall be within the sole discretion of the Department. Upon the Department's notifying Pictet of any such contradictory statement, Pictet may avoid a finding of a violation of this Agreement by repudiating such statement, both to the recipient of such statement and to the Department, within 48 hours after having been provided

notice by the Department. Pictet consents to the public release by the Department, in its sole discretion, of any such repudiation. The Department agrees that nothing in this Agreement in any way prevents Pictet from taking good-faith positions, raising defenses, or asserting affirmative claims that are not inconsistent with the Statement of Facts in any civil proceedings, investigations, or litigation involving private parties or government entities, including non-U.S. litigations or non-U.S. investigations. Nothing in this Agreement is meant to affect the obligation of Pictet or its partners, officers, directors, agents or employees to testify truthfully to the best of their personal knowledge and belief in any proceeding.

24. Pictet agrees that it is within the Department's sole discretion to choose, in the event of a violation, the remedies contained in Paragraphs 21 and 22, above, or instead to choose to extend the period of deferral of prosecution pursuant to Paragraph 13, above. Pictet understands and agrees that the exercise of the Department's discretion under this Agreement is unreviewable by any court. Should the Department determine that Pictet has violated this Agreement, the Department shall provide prompt written notice to Pictet of that determination and provide Pictet with a 30-day period from the date of receipt of notice in which to make a presentation to the Department to demonstrate that no violation occurred, or, to the extent applicable, that the violation should not result in the exercise of those remedies or in an extension of the period of deferral of prosecution, including because the violation has been cured by Pictet.

ADDITIONAL PROVISIONS

Limits of the Agreement

25. It is understood that this Agreement is binding on the Office and the Tax Division, but does not bind any other components of the Department of Justice, any other Federal agencies, any state or local law enforcement agencies, any licensing authorities, or any regulatory authorities. However, if requested by Pictet or its attorneys, the Department will bring to the attention of any such agencies, including but not limited to any regulators, as applicable, this Agreement, the cooperation of Pictet, and Pictet's compliance with its obligations under this Agreement.

Public Filing

26. The Department and Pictet agree that, upon the submission of this Agreement (including the Statement of Facts and other attachments) to the Court, this Agreement and its attachments shall be filed publicly in the proceedings in the United States District Court for the Southern District of New York.

27. The parties understand that this Agreement reflects the special facts of this case and is not intended as precedent for other cases.

Compliance Report

28. Pictet agrees to provide an annual report of compliance with the terms of this Agreement, which itemizes the status of each of its obligations under this Agreement and

describing the steps it took to meet those obligations, to the Department no later than the first and second anniversaries of the execution date of this Agreement. Pictet further agrees to provide a final report of compliance no later than 90 days prior to the expiration date of this Agreement. Each such report shall be signed by both an executive of and counsel for Pictet.

Execution in Counterparts

29. This Agreement may be executed in one or more counterparts, each of which shall be considered effective as an original signature.

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Integration Clause

30. This Agreement sets forth all the terms of the Deferred Prosecution Agreement between Pictet and the Department. This Agreement supersedes all prior understandings or promises between the Department and Pictet. No modifications or additions to this Agreement shall be valid unless they are in writing and signed by the Office, the Tax Division, Pictet's attorneys, and a duly authorized representative of Pictet.

Dated: New York, New York
November 14, 2023


Very truly yours,

DAMIAN WILLIAMS
United States Attorney

By: 


Olga I. Zverovich
Daniel G. Nessim
Assistant United States Attorneys
(212) 637-2514 /2486

APPROVED:



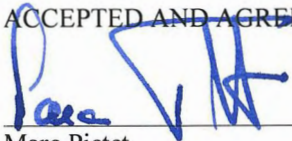
Daniel M. Gitner
Chief, Criminal Division

STUART M. GOLDBERG
Acting Deputy Assistant
Attorney General for Criminal Matters
U.S. Department of Justice, Tax Division

By: 

Nanette L. Davis, Senior Litigation Counsel
(202) 514-8030

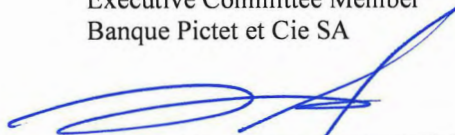
ACCEPTED AND AGREED TO:



Marc Pictet
Group Managing Partner/
Executive Committee Member
Banque Pictet et Cie SA

11/22/2023

Date



Jean-Philippe Nerfin
Group General Counsel/
Executive Committee Member
Banque Pictet & Cie SA

11/22/2023

Date



David A. O'Neil, Esq.
Aymeric Dumoulin, Esq.
Debevoise & Plimpton LLP
Attorneys for Banque Pictet & Cie SA

11/18/2023

Date



Sean Hecker, Esq.
Kaplan Hecker & Fink LLP
Attorney for Banque Pictet & Cie SA

11/18/2023

Date

Exhibit A to Deferred Prosecution Agreement with Banque Pictet & Cie SA

Certificate of Resolutions of the Board of Directors of Banque Pictet & Cie SA

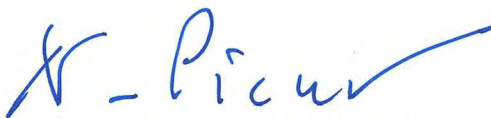
We, Nicolas Pictet, Chairman of the Board of Directors (the “Board”) of Banque Pictet & Cie SA (“BPSA”), a limited company duly organized and existing under the laws of Switzerland, and Jessica Fluhr, Corporate Secretary of BPSA acting as Secretary of the Board, do hereby certify that the following is a complete and accurate copy of resolutions adopted by the Board of BPSA on 22 November 2023:

1. That the Board of BPSA:
 - a. has thoroughly reviewed and understands the Deferred Prosecution Agreement attached hereto, including the Criminal Information, Statement of Facts and Civil Forfeiture Complaint, attached respectively as Exhibits B, C, and D to the Deferred Prosecution Agreement;
 - b. has consulted with U.S. and Swiss legal counsel in connection with this matter, including with respect to BPSA’s rights, possible defenses, the relevant United States Sentencing Guidelines provisions, and the consequences of entering into the Deferred Prosecution Agreement;
 - c. is fully satisfied with its attorneys’ representation during all phases of the investigation and the resolution of this matter;
 - d. acknowledges the unanimous approval of the Deferred Prosecution Agreement by BPSA’s Board and its request that the Board vote to enter into the Deferred Prosecution Agreement;
 - e. has unanimously voted to enter into the Deferred Prosecution Agreement, including:
 - i. consenting to the filing of a one-count criminal information in the United States District Court for the Southern District of New York, charging BPSA with conspiring with others, including U.S. taxpayers, in violation of Title 18, United States Code, Section 371, to (1) defraud the United States and an agency thereof, to wit, the United States Internal Revenue Service, (2) to file false federal income tax returns in violation of Title 26, United States Code, Section 7206(1), and (3) to evade federal income taxes in violation of Title 26, United States Code, Section 7201;
 - ii. waiving indictment on this charge; and

- iii. to make payments totaling USD 122,959,391 as follows:
- a. to make a payment of restitution in the amount of USD 31,844,192 to the United States Internal Revenue Service, representing the approximate unpaid pecuniary loss to the United States as a result of the conduct described in the Statement of Facts;
 - b. to forfeit an amount of USD 52,164,201 to the United States Department of the Treasury for approximate fees earned by BPSA as a result of the conduct described in the Statement of Facts; and
 - c. to pay a penalty in the amount of USD 38,950,998 as directed by the United States Attorney for the Southern District of New York or the Tax Division of the United States Department of Justice.
2. That Marc Pictet, Group Managing Partner, and Jean-Philippe Nerfin, Group General Counsel, are hereby authorized each individually (i) to execute the Deferred Prosecution Agreement on behalf of BPSA substantially in such form as reviewed by the Board with such non-material changes they may approve; and (ii) to take, on behalf of BPSA, all actions and to approve and execute all forms, terms or provisions of any agreement and other documents as may be necessary or appropriate in order to carry out the foregoing; and
3. That David A. O’Neil and Aymeric Dumoulin, Debevoise & Plimpton LLP, and Sean Hecker, Kaplan Hecker & Fink LLP, are hereby authorized to sign the Deferred Prosecution Agreement in their capacity as BPSA’s U.S. counsel.

We further certify that the above resolutions have not been amended or revoked in any respect and remain in full force and effect.

IN WITNESS WHEREOF, we have executed this Certificate this 22 November 2023.



Nicolas Pictet
Chairman



Jessica Fluhr
Secretary

Exhibit B To Deferred Prosecution Agreement with Banque Pictet & Cie SA

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA

- v. -

BANQUE PICTET & CIE SA,

Defendant.

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INFORMATION

23 Cr.

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COUNT ONE
(Conspiracy)

The United States Attorney charges:

Banque Pictet et Cie SA

1. Founded in 1805, Banque Pictet & Cie SA (together with all of Pictet’s subsidiaries, branches, affiliates, representative offices, and predecessors in interest, “the Pictet Group”) is a privately held Swiss financial institution, headquartered in Geneva, that has historically operated as a general partnership and, since 2014, as a corporate partnership. The Pictet Group is owned and managed by a limited number of partners (“Managing Partners”), generally no more than eight at a time, known colloquially as “The Salon.” The Pictet Group operates two main business divisions: institutional asset management and private banking for individuals. The conduct described in this Information occurred from 2008 through 2014 (hereinafter, the “Relevant Period”) and concerns the Pictet Group’s private banking division.

2. During the Relevant Period, the private banking division was operated by the following banking entities of the Pictet Group: the Swiss bank (Banque Pictet & Cie SA) and its affiliates, Pictet & Cie (Europe) SA headquartered in Luxembourg, Bank Pictet & Cie (Asia) Ltd in Singapore, and the Bahamian bank, Pictet Bank & Trust Ltd. Pictet provided offshore corporation and trust formation and administration services to certain U.S. taxpayers, first through the Estate Planning and Trust Services unit and later through a wholly owned subsidiary called Rhone Trust and Fiduciary Services SA (“Rhone”). Certain trustee services were provided by Rhone Trustees (Bahamas) Ltd., Rhone Trustees (Singapore) Ltd., and Rhone Trustees (Switzerland) SA—all subsidiaries of Rhone.

3. During the Relevant Period, the Pictet Group’s private banking division served private clients from around the world, including U.S. citizens and residents (“U.S. taxpayer-clients”), among them U.S. taxpayer-clients located in the Southern District of New York. Some U.S. taxpayer-clients were advised by client relationship managers employed by the Pictet Group directly. Other U.S. taxpayer-clients were advised by external asset managers for which the Pictet Group provided predominantly administrative and custodial services.

**Obligations of U.S. Taxpayers
With Respect to Foreign Financial Accounts**

4. At all times relevant to this Information:

a. U.S. citizens and residents who had income in any one calendar year in excess of a threshold amount (“U.S. taxpayers”) were required to file a U.S. Individual Income Tax Return, Form 1040 (“Form 1040”), for that calendar year with the Internal Revenue Service (“IRS”). On the Form 1040, U.S. taxpayers were obligated to report their worldwide income, including income earned in foreign bank accounts.

b. U.S. taxpayers also had an obligation to report to the IRS on Schedule B of the Form 1040 whether they had a financial interest in, or signature authority over, a financial account in a foreign country during the relevant calendar year by checking “Yes” or “No” in the appropriate box and identifying the country where such account was maintained.

c. In addition, U.S. taxpayers who had a financial interest in, or signature or other authority over, one or more financial accounts in a foreign country with an aggregate value of more than \$10,000 at any time during a particular calendar year were required to file with the Department of Treasury a Report of Foreign Bank and Financial Accounts, FinCEN Form 114 (the “FBAR,” formerly known as Form TD F 90-22.1) on or before June 30 of the following year. In general, the FBAR required that the U.S. taxpayer filing the form identify the financial institution with which the financial account was held, the type of account (either bank, securities, or other), the account number, and the maximum value of the account during the calendar year for which the FBAR was being filed.

d. The regulations relating to the required disclosure of foreign bank accounts specifically precluded U.S. taxpayers from having foreign accounts nominally held by sham corporate structures as a means of avoiding disclosure. Specifically, as set forth in Title 31, Code of Federal Regulations, Section 1010.350(e)(3):

A United States person that causes an entity, including but not limited to a corporation, partnership, or trust, to be created for a purpose of evading this section [requiring generally the disclosure of offshore financial accounts containing over \$10,000 and over which a U.S. taxpayer has signature or other authority] shall have a financial interest in any bank, securities, or other financial account in a foreign country for which the entity is the owner of record or holder of legal title.

5. As used in this Information, “undeclared account” refers to a financial

account held or beneficially owned by an individual subject to U.S. tax obligations and maintained in a foreign country that has not been reported by the individual account holder or beneficial owner to the U.S. government on a Form 1040 or FBAR as required.

Overview of the Conspiracy

6. From at least in or about January 2008 up through and including in or about December 2014, numerous U.S. taxpayer-clients conspired with the Pictet Group, the defendant, and others known and unknown, to defraud the United States, to conceal from the IRS the existence of bank accounts held by U.S. taxpayer-clients at the Pictet Group and the income earned in these accounts, to file false tax returns, and to evade U.S. taxes on income generated in the undeclared accounts. During the Relevant Period, the Pictet Group conspired with U.S. taxpayer-clients to hide approximately \$5.6 billion in aggregate maximum assets from the IRS in undeclared accounts at the Pictet Group.

Means and Methods of the Conspiracy

7. Among the means and methods by which the Pictet Group, the defendant, and its co-conspirators carried out the conspiracy were the following:

a. The Pictet Group opened and managed accounts for U.S. taxpayer-clients at the Pictet Group that were not reported to the IRS on Forms 1040, FBARs, or otherwise, and the income from which was also not reported to the IRS.

b. The Pictet Group opened and maintained “numbered” or “pseudonym” accounts for U.S. taxpayer-clients to ensure that the U.S. taxpayer-clients’ names would not appear on bank documents relating to their accounts and thereby reduce the risk that U.S. tax authorities would learn the identities of the U.S. taxpayer-clients.

c. The Pictet Group assisted U.S. taxpayer-clients in opening and maintaining undeclared accounts held in the names of sham entities, that is, structures that had no business purpose, in order to conceal the U.S. taxpayer-clients' beneficial ownership of the account assets.

d. The Pictet Group agreed to hold bank statements and other records relating to accounts of U.S. taxpayer-clients in Switzerland and elsewhere, rather than send them to the U.S. taxpayer-clients in the United States, which helped ensure that documents reflecting the existence of the accounts remained outside the United States and beyond the reach of U.S. tax authorities.

e. The Pictet Group allowed U.S. taxpayer-clients and third-party asset managers to make structured withdrawals from undeclared accounts in amounts of less than \$10,000, in an attempt to conceal the transactions from U.S. authorities.

f. The Pictet Group offered its U.S. taxpayer-clients stored-value debit cards issued by an independent service provider, which allowed U.S. taxpayer-clients to use the funds in their undeclared accounts at the Pictet Group.

g. The Pictet Group permitted several U.S. taxpayer-clients to make deposits into undeclared accounts through intermediaries.

h. On occasion, the Pictet Group opened accounts for U.S. taxpayer-clients who were exiting UBS and other Swiss banks as a result of U.S. criminal investigations and allowed these U.S. taxpayer-clients to continue to conceal their undeclared assets at the Pictet Group.

i. The Pictet Group helped U.S. taxpayer-clients to repatriate funds to the United States in a manner designed to ensure that U.S. authorities did not discover these undeclared accounts.

j. The Pictet Group opened and maintained Private Placement Life Insurance (“PPLI”) policy accounts (colloquially known as “insurance wrappers”), held in the name of non-U.S. insurance companies, including Swiss Life, but beneficially owned by U.S. taxpayers and improperly managed or funded through undeclared accounts at the Pictet Group.

k. Various U.S. taxpayer-clients of the Pictet Group, including taxpayer-clients in Manhattan, filed false Forms 1040 that failed to report their interest in, and income earned from, their undeclared Pictet Group accounts; evaded income taxes due and owing to the IRS; and failed to file FBARs identifying their undeclared accounts.

Statutory Allegations

8. From at least in or about January 2008 up through and including in or about December 2014, in the Southern District of New York and elsewhere, the Pictet Group, the defendant, together with others known and unknown, willfully and knowingly combined, conspired, confederated, and agreed together and with each other to defraud the United States of America and an agency thereof, to wit, the IRS, and to commit offenses against the United States, to wit, violations of Title 26, United States Code, Sections 7206(1) and 7201.

9. It was a part and an object of the conspiracy that the Pictet Group, the defendant, together with others known and unknown, willfully and knowingly would and did defraud the United States of America and the IRS by impeding, impairing, obstructing, and

defeating the lawful governmental functions of the IRS in the ascertainment, computation, assessment, and collection of revenue, to wit, federal income taxes.

10. It was further a part and an object of the conspiracy that various U.S. taxpayer-clients of the Pictet Group, the defendant, together with others known and unknown, willfully and knowingly would and did make and subscribe income tax returns, statements, and other documents, which contained and were verified by written declarations that they were made under the penalties of perjury, and which these U.S. taxpayer-clients, together with others known and unknown, did not believe to be true and correct as to every material matter, in violation of Title 26, United States Code, Section 7206(1).

11. It was further a part and an object of the conspiracy that the Pictet Group, the defendant, together with others known and unknown, willfully and knowingly would and did attempt to evade and defeat a substantial part of the income tax due and owing to the United States of America by certain of the Pictet Group's U.S. taxpayer-clients, in violation of Title 26, United States Code, Section 7201.

Overt Acts

12. In furtherance of the conspiracy and to effect the illegal objects thereof, the Pictet Group, the defendant, and others known and unknown, including certain Pictet Group Managing Partners and private bankers acting within the scope of their employment with the Pictet Group, committed the following overt acts, among others, in the Southern District of New York and elsewhere:

a. In or about October 2008, as part of the "W-9 or Leave" Program, which required U.S. resident clients to provide IRS Forms W-9, a form that identifies an

individual as a U.S. taxpayer for U.S. tax purposes, or leave the Pictet Group, it transferred a U.S. taxpayer-client's undeclared funds at her request to the account of her son, who was documented as a Greek national in the bank's systems but who also had U.S. citizenship, which was known to at least the relationship manager and the Pictet Group Managing Partner who introduced the U.S. taxpayer-client to the Pictet Group.

b. On or about September 18, 2009, a Pictet Group relationship manager confirmed to a Swiss Life employee that new accounts had been opened at the Pictet Group for the purpose of placing the funds of undeclared U.S. clients in insurance wrappers.

c. In or about October 2009, the Pictet Group closed out the undeclared account of a U.S. taxpayer-client held in the name of a Panamanian corporation by transferring the funds to a Swiss Life (Singapore) insurance wrapper account at another Swiss bank.

d. In or about November 2009, the Pictet Group funded an undeclared U.S. taxpayer-client's Swiss Life insurance wrapper policy with approximately \$45 million in the U.S. taxpayer-client's undeclared funds, followed by approximately €35 million in undeclared funds for a second Swiss Life insurance wrapper policy.

e. On or about November 9, 2009, a Pictet Group employee sent a confirmatory email to the principal of a Singapore Trust Company involved with the undeclared U.S. taxpayer-client identified in subparagraph 11(c) and a Swiss Life employee, stating, "In the absence of [a second Pictet Group employee] and on his request, please be informed that we received today the funds back (i.e. Eur 45 mio.) with value tomorrow."

f. In or about December 2009, a Pictet Group relationship manager met with an undeclared U.S. taxpayer-client in London to discuss the investment profile for their insurance wrapper policy accounts.

g. From approximately 2009 to 2013, the Pictet Group processed cash withdrawals by a U.S. taxpayer-client whose undeclared funds had moved from an account in his name into a new account at the Pictet Group held in the name of his non-U.S. spouse.

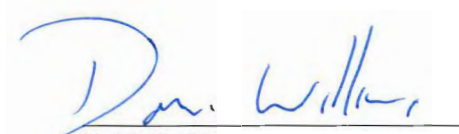
h. In or about July 2012, a Pictet Group employee requested that Swiss Life send a new Form I for an insurance wrapper account that did not include the name of the U.S. taxpayer-client policyholder.

i. On or about October 4, 2012, the Pictet Group paid a partial surrender of \$500,000 to a Swiss Life (Singapore) Pte Ltd U.S. taxpayer-client policyholder's Panamanian entity account at a bank in Panama.

j. In or about April 2014, a Pictet Group employee emailed a Swiss Life employee about the opening of an insurance wrapper account for a U.S. taxpayer-client. The Pictet Group employee stated that the policy holder's name should not be mentioned "[b]ecause the contracting partner is Swiss Life, and as such Swiss Life is doing the KYC for the underlying Client. That bank's Client is Swiss Life, and the policyholder is Swiss Life's Client.

The bank does not require to know the Client name, and does not wish to know it. I am sorry, but I require a new Form I without the Client name, as per my initial email.” This was so even though Swiss Life had informed the Pictet Group that the policyholder had authorized the disclosure.

(Title 18, United States Code, Section 371.)



DAMIAN WILLIAMS
United States Attorney

Exhibit C to Deferred Prosecution Agreement with Banque Pictet & Cie SA

STATEMENT OF FACTS

The following Statement of Facts is incorporated by reference as part of the Deferred Prosecution Agreement between the United States Attorney's Office for the Southern District of New York (the "USAO"), the Tax Division of the Department of Justice (together with the USAO, the "Department"), and Banque Pictet & Cie SA. As used herein, and unless otherwise specified, the "Bank" and the "Pictet Group" refer collectively to Banque Pictet & Cie SA, its subsidiaries, affiliates, branches, representative offices, and predecessors in interest. The parties agree and stipulate that the following is true and accurate:

I. Background

Founded in 1805, the Pictet Group is a privately held Swiss financial institution, headquartered in Geneva, that has historically operated as a general partnership and, since 2014, as a corporate partnership. The Pictet Group is owned and managed by a limited number of partners (each a "Managing Partner"), generally no more than eight at a time, known collectively as "The Salon." As of December 31, 2014, the Pictet Group had approximately 3,800 employees in various locations, primarily in Switzerland, but also in Luxembourg, Hong Kong, Singapore, and the Bahamas. The Pictet Group operates two main business divisions: institutional asset management and private banking for individuals. Managing Partners are assigned responsibilities for each of these business divisions. The conduct described in this Statement of Facts occurred from 2008 through 2014 (hereinafter, the "Relevant Period") and concerns the Pictet Group's private banking division.

During the Relevant Period, the Pictet Group's private banking division served private clients from around the world, including U.S. citizens and residents of the United States ("U.S. taxpayers"). Some private clients were advised by client relationship managers employed by the Pictet Group directly; other clients were advised by external asset managers for which the Pictet Group provided predominantly administrative and custodial services. During the Relevant Period, the private banking business was operated by the following banking entities of the Pictet Group: the Swiss bank (Banque Pictet & Cie SA); Pictet & Cie (Europe) SA, headquartered in Luxembourg; Bank Pictet & Cie (Asia) Ltd in Singapore; and the Bahamian bank, Pictet Bank & Trust Ltd. The Pictet Group provided offshore corporation and trust formation and administration services to certain U.S. taxpayers, first through the Estate Planning and Trust Services unit and later through a wholly owned subsidiary called Rhone Trust and Fiduciary Services SA ("Rhone"). Certain trustee services were provided by Rhone Trustees (Bahamas) Ltd., Rhone Trustees (Singapore) Ltd., and Rhone Trustees (Switzerland) SA—all subsidiaries of Rhone.

As of December 31, 2014, the Pictet Group's private banking division managed and/or held custody of approximately \$165 billion in assets under management

(“AUM”). During the Relevant Period, the Pictet Group served approximately 3,736 private accounts that had U.S. taxpayers as beneficial owners, whose aggregate maximum AUM (including declared assets) was approximately \$20 billion.

II. The Offense Conduct

A. Overview

During the Relevant Period, despite adopting early measures aimed at confirming that U.S. clients complied with U.S. law, the Pictet Group assisted certain U.S. taxpayers with accounts at the Pictet Group (“U.S. taxpayer-clients”) in evading their U.S. tax obligations and otherwise hiding accounts held at the Pictet Group from the Internal Revenue Service (“IRS”) (hereinafter, the “undeclared accounts”¹). The Pictet Group did so by opening and maintaining undeclared accounts for U.S. taxpayer-clients at the Pictet Group, either directly or through external asset managers. The Pictet Group also maintained accounts of certain U.S. taxpayer-clients within the Pictet Group in a manner that allowed the U.S. taxpayer-clients to further conceal their undeclared accounts from the IRS. The Pictet Group and certain of its employees knew or should have known that some of their U.S. taxpayer-clients were evading United States taxes. In every instance, Managing Partners approved the opening of new private client relationships and were informed of the closing of U.S. taxpayer-clients’ accounts, which included some undeclared accounts.

As further detailed below, the Pictet Group used a variety of means to assist U.S. taxpayer-clients in concealing their undeclared accounts, including by:

- providing traditional Swiss banking products such as hold-mail account services, where account-related mail is held at the bank rather than sent to the client, and coded or numbered accounts;
- forming and/or administering offshore entities in whose name the Pictet Group opened and maintained accounts, some of which were undeclared, for U.S. taxpayer-clients;
- opening and maintaining undeclared accounts in the names of offshore entities formed by others for U.S. taxpayer-clients;
- opening and maintaining Private Placement Life Insurance (“PPLI”) policy accounts (colloquially known as “insurance wrappers”), held in the name of insurance companies but beneficially owned by U.S. taxpayers and improperly managed or funded through undeclared accounts at the Pictet Group;

¹ An “undeclared account” was a financial account beneficially owned by an individual subject to U.S. tax obligations and maintained in a foreign country that had not been reported by the individual account owner to the U.S. Government on an income tax return or an FBAR—a Report of Foreign Bank and Financial Accounts, FinCEN Form 114 (formerly known as Form TD F 90 22.1).

- transferring funds from undeclared U.S. taxpayer-client accounts to accounts nominally held by non-U.S. clients but still controlled by U.S. taxpayer-clients via fictitious donations, thus assisting U.S. taxpayer-clients in continuing to maintain undeclared funds offshore; and
- accepting IRS Forms W-8BEN² (or Pictet Group’s substitute forms) that the Pictet Group knew or should have known falsely stated or implied under penalty of perjury that offshore entities beneficially owned the assets in the undeclared accounts.

In total, during the Relevant Period, the Pictet Group held 1,637 U.S. Penalty Accounts,³ with aggregate maximum AUM of approximately \$5.6 billion, on behalf of U.S. taxpayer-clients, who collectively evaded approximately \$50.6 million in U.S. taxes.

B. The Pictet Group’s Business with U.S. Taxpayer-Clients

The Pictet Group’s private banking division has never had branches, subsidiaries, affiliates, or operations in the United States. As early as June 2008, the Pictet Group also prohibited private bankers from visiting U.S. clients in the United States, with the exception of employees of Pictet North America Advisors SA (“PNAA”), a Swiss-based SEC-registered investment adviser formed in 2007. However, a few private banker trips to the United States occurred after the ban was enacted.

While the Pictet Group did not maintain a U.S. desk and did not historically target U.S. clients, over time, it acquired a number of U.S. taxpayer-clients, both before and during the Relevant Period. These client relationships largely resulted from direct referrals, walk-ins, business arrangements with external asset managers who had U.S. taxpayer-clients among their clients, and intergenerational transfers.

When the Pictet Group decided in 2006 to actively develop a U.S. private wealth business, the Pictet Group set up PNAA. Beginning in 2007, the Pictet Group directed its employees to do any U.S. resident business through PNAA, which always required Forms W-9⁴ as a condition of opening an account. With the establishment of PNAA, the Pictet Group adopted a policy of requiring all U.S. clients to provide Forms W-9, without regard to whether their accounts held U.S. securities—a policy that went beyond the requirements of the Qualified Intermediary regime. Prior to public reports of the Department of Justice’s investigation of UBS, the Pictet Group began adopting a number of measures that—although imperfectly implemented—gradually sought to ensure the tax

² The IRS Form W-8BEN is a tax form that identifies the foreign status of non-U.S. persons for U.S. tax withholding purposes.

³ “U.S. Penalty Accounts” are defined as U.S. accounts valued over \$50,000 that the parties agree should be subject to a penalty for the offense conduct.

⁴ The IRS Form W-9 is a tax form that identifies an individual as a U.S. taxpayer for U.S. tax purposes.

compliance or remediation of all accounts held by U.S. taxpayer-clients. In some instances, however, Pictet closed out undeclared U.S. taxpayer-client accounts in ways that did not ensure that the accounts were declared to the United States, as detailed below. The handful of undeclared accounts that remain open are blocked.

Because the Pictet Group, before the establishment of PNAA in 2007, did not maintain a separate U.S. desk or employ private bankers who focused solely on U.S. clients, U.S. taxpayer-clients were spread out across the Pictet Group's private banking division. More than 90 private bankers were responsible for managing at least one U.S. taxpayer-client account during the Relevant Period. These private bankers (also referred to as "relationship managers") served as the points of contact for U.S. taxpayer-clients at the Pictet Group and were responsible for opening and servicing U.S. taxpayer-client accounts. Certain relationship managers assisted some U.S. taxpayer-clients, including certain individuals located in the Southern District of New York, in establishing and maintaining undeclared accounts in a manner that concealed the U.S. taxpayer-clients' ownership and beneficial interest in said accounts from the U.S. Government.

In addition, during the Relevant Period, more than 100 external asset managers were responsible for independently managing at least one U.S. taxpayer-client account held at the Pictet Group. The Pictet Group compensated certain of these external asset managers for the business they generated for the Bank based on a negotiated fee structure regardless of the nationality or tax status of the external asset managers' clients.

C. The Pictet Group's Awareness of U.S. Taxpayer Obligations Under U.S. Law and Its Facilitation of Tax Evasion by U.S. Taxpayer-Clients

At all relevant times, the Pictet Group was aware that it was a crime under U.S. law for U.S. taxpayers to evade paying taxes and for the Pictet Group to assist them in doing so. The Pictet Group knew that certain U.S. taxpayer-clients were maintaining undeclared accounts at the Pictet Group in order to evade their U.S. tax obligations, in violation of U.S. law. The Pictet Group knew this, in part, because some U.S. taxpayers requested coded and numbered accounts and hold-mail agreements when they opened their accounts, employed offshore entities to hold their accounts, and expressly relayed concerns to Pictet Group relationship managers regarding their accounts being detected by the IRS.

The Pictet Group was aware that U.S. taxpayers had a legal duty to report to the IRS, and pay taxes on, all of their worldwide income, including income earned in accounts that these U.S. taxpayers maintained at the Pictet Group. Despite being aware of the U.S. taxpayers' legal duty, the Pictet Group opened and maintained undeclared accounts for U.S. taxpayer-clients and knew that, by doing so, the Pictet Group was helping these U.S. taxpayer-clients violate their legal duties. The Pictet Group was aware that this conduct violated U.S. law. Managing Partners approved the opening of new private client relationships and were informed of the closing of private banking accounts, including U.S. taxpayer-client accounts.

Certain U.S. taxpayer-clients of the Pictet Group used the U.S. mails, private or commercial interstate carriers, or interstate wire communications to submit individual federal income tax returns to the IRS that were materially false and fraudulent in that these returns failed to disclose the existence of such U.S. taxpayers-clients' undeclared accounts or the income held or earned in such accounts. The Pictet Group understood that it was helping U.S. taxpayer-clients evade paying taxes to the IRS, including by allowing U.S. taxpayer-clients to use services like hold-mail agreements.

D. Methods Used to Conceal U.S. Assets & Income

In furtherance of the scheme to help U.S. taxpayer-clients hide assets from the IRS and evade taxes, the Pictet Group undertook, among other actions, the following:

- The Pictet Group held bank statements and other mail relating to accounts of U.S. taxpayer-clients at the Pictet Group, rather than sending them to the U.S. taxpayer-clients in the United States, which helped ensure that documents reflecting the existence of the accounts remained outside the United States and beyond the reach of U.S. tax authorities.
- The Pictet Group opened and maintained accounts for U.S. taxpayer-clients in the names of non-U.S. corporations, foundations, trusts, or other offshore entities (collectively, “offshore entities”), thereby helping those U.S. taxpayer-clients conceal their beneficial ownership of the accounts from the U.S. Government. Many of the offshore entities had no business purpose but existed solely to help the Pictet Group’s U.S. taxpayer-clients hide their offshore accounts and assets from U.S. tax authorities. Typically, such offshore entities were located in offshore tax haven jurisdictions such as Panama and the British Virgin Islands. In some cases, U.S. taxpayer-clients used multiple non-U.S. corporations or trusts to create ownership layers that were designed to conceal, or had the effect of concealing, assets from the United States. During the Relevant Period, the Pictet Group maintained approximately 529 offshore entities for U.S. Penalty Accounts.
- The Pictet Group assisted 108 U.S. taxpayer-clients in forming and/or administering offshore entities. Beginning before the Relevant Period, the Pictet Group made available to all existing clients, including certain U.S. taxpayer-clients, formation and administration services for offshore entities through its Estate Planning and Trust Service (“EPTS”). In 2011, the Pictet Group spun off EPTS to Rhone, a Geneva-based dedicated affiliate, with offices in Nassau, Luxembourg, and Singapore, and in 2016, sold it to that affiliate’s management. During the Relevant Period, the Pictet Group formed and/or administered approximately 57 offshore entity U.S. Penalty Accounts.
- The Pictet Group maintained accounts at the Bank in the name of non-U.S. insurance companies. Such accounts, known commonly as PPLI policy or “insurance wrapper” accounts, held assets of insurance policies purchased from the insurance companies by individuals, including U.S. taxpayers. These insurance companies included Swiss Life. In or about November 2009, the Pictet

Group opened a premium account for Swiss Life (Liechtenstein)'s Singapore branch to accept insurance wrapper policy premiums. Insurance wrapper accounts were marketed to Swiss banks, including the Pictet Group, by third-party providers, such as insurance companies and external asset managers, in the wake of the UBS investigation as means of disguising the beneficial ownership of U.S. clients. Employees of Rhone also introduced some clients to insurance wrapper policies. In certain cases, the assets funding the insurance wrapper policy accounts originated from undeclared accounts at the Bank beneficially owned by U.S. taxpayers. For example, as discussed below (*see* Example 1 below), in 2009, the Pictet Group worked with a third-party service provider to assist a U.S. taxpayer-client in restructuring one existing undeclared account he held at the Bank in the name of a nominee Isle of Man entity into three accounts owned by an insurance company. Although the Pictet Group had no duty to report such accounts, the Pictet Group understood that those insurance wrapper accounts that were funded with known undeclared funds or that were improperly managed were held in violation of U.S. law. Certain Pictet Group employees further understood that, notwithstanding the identification of the insurance companies as the bank's clients, U.S. persons were the ultimate beneficial owners of the funds. The Pictet Group also accepted dozens of insurance wrapper accounts from other Swiss banks that were exiting those accounts. The Pictet Group, consistent with Swiss law, expressly asked that the policyholder names be omitted from Forms I, which documented the beneficial ownership of the account. During the Relevant Period, the Pictet Group maintained approximately 130 insurance wrapper U.S. Penalty Accounts.

- The Pictet Group allowed U.S. taxpayer-clients and third-party asset managers to make structured withdrawals by checks from undeclared accounts in amounts of less than \$10,000, in an attempt to conceal the transactions from U.S. authorities.
- As part of its faulty implementation of its measures to “exit” undeclared U.S. taxpayer-client accounts, the Pictet Group processed closures by numerous U.S. taxpayer-clients that aided them in continuing to conceal their undeclared account funds by making fictitious donations to other accounts at the Bank held nominally by non-U.S. persons but, in fact, controlled in whole or in part by the U.S. taxpayer-clients. Typically, the former U.S. taxpayer-clients either maintained signature authority over the donee's account or had the funds returned to them after the fictitious donation was completed (*see* Example 2 below), sometimes after the U.S. taxpayer-client renounced their U.S. citizenship. In some instances, the U.S. taxpayer-client acted as a U.S. “hidden” beneficial owner outside of the context of any fictitious donations (*see* Example 3 below). During the Relevant Period, the Pictet Group allowed fictitious donations or situations where a U.S. taxpayer-client acted as a U.S. “hidden” beneficial owner for approximately 131 U.S. Penalty Accounts.
- In connection with its remediation efforts, the Pictet Group also processed other improper exits by U.S. taxpayer-clients from the Pictet Group that facilitated the continued concealment of U.S. undeclared assets, sometimes within the Pictet

Group (*see* Example 4 below). During the Relevant Period, the Pictet Group processed such “improper exit/entry” transactions for at least 75 U.S. Penalty Accounts. Approximately 21 accounts were exited via refills of Swiss Bank Travel Cards, a type of prepaid debit card that could be refilled via transfers from the U.S. taxpayer-clients’ accounts at Pictet.

- On occasion, Pictet Group employees opened accounts for U.S. taxpayer-clients who were exiting UBS, Credit Suisse, and other Swiss banks, and assisted these U.S. taxpayer-clients in continuing to conceal their undeclared assets at the Pictet Group. During the Relevant Period, the Pictet Group opened 51 U.S. Penalty Accounts for U.S. taxpayer-clients who were exiting relationships at UBS, Credit Suisse, and other Swiss banks. These accounts reached an aggregate maximum AUM of \$217 million during the Relevant Period.

Set forth below are some examples of the services the Pictet Group provided to assist U.S. taxpayer-clients in evading their U.S. tax obligations:

Example 1: In one instance, the Pictet Group maintained entity accounts holding more than \$130 million in undeclared assets belonging to a U.S. taxpayer-client. In the course of implementing the “W-9 or Leave Policy,” which required U.S. resident clients (but not U.S. clients living outside the U.S.), whether or not they held U.S. securities in their accounts, to provide Forms W-9 to the Bank or leave the Bank, (discussed in more detail below), the U.S. taxpayer-client declined to either declare the assets or leave the Bank. As a result, the U.S. taxpayer-client and Pictet Group employees decided to circumvent the W-9 or Leave Policy and maintain the undeclared assets at Pictet Group. To implement this plan, with the assistance of a trust company in Singapore, the undeclared funds were moved out of Pictet Group to accounts at a bank in Singapore before being returned to Pictet Group cloaked as insurance wrapper accounts opened by Swiss Life (Liechtenstein). Certain Pictet Group Managing Partners and Executives approved the opening of the insurance wrapper accounts used to hold the undeclared funds, knowing that the undeclared funds belonged to a pre-existing U.S. taxpayer-client. The Bank voluntarily disclosed these accounts to the Department in 2014. At the urging of the Pictet Group, the accountholder subsequently disclosed all relevant accounts to the U.S. Government pursuant to the IRS Offshore Voluntary Disclosure Program (“OVDP”). As an additional remedial measure, the principal private banker involved in Example 1 was dismissed.

Example 2: During the implementation of the Bank’s W-9 or Leave Policy, three undeclared entity accounts (“Source Accounts”) holding more than \$12.5 million owned by U.S. resident family members (“U.S. BOs”) were closed by means of internal exit to a pre-existing entity account owned by a non-U.S. family member (“Destination Account”). The exit transfers were falsely identified as “donations.” The assets were, however, preserved in separate sub-accounts (“Containers”) in the Destination Account, an indication that the U.S. BOs still owned and controlled the funds. More than \$1.5 million in cash was withdrawn from ATMs in the United States at locations near the U.S. BOs’ residences. One of Pictet Group’s private bankers was responsible for both the Source and Destination Accounts. In 2013, the Bank closed the Destination Account. The Bank

encouraged the undocumented U.S. BOs to participate in OVDP and provided account documentation to the U.S. BOs' U.S. counsel so that they could prepare a voluntary disclosure.

Example 3: One Pictet Group account was opened in 2005 in the name of a Greek national and resident with a power of attorney granted to a U.S. national ("U.S. POA") who was the business partner of the account holder in a joint shipping business. The U.S. POA, by definition, had no ownership right to the account. Nonetheless, during the lifetime of the account, the account holder instructed the Bank to execute transfers to U.S. bank accounts held by persons with the last name of the U.S. POA or by trusts of which the U.S. POA's family members were beneficiaries. Almost all inflows to the account—more than \$26.4 million—were transferred out of the account shortly after being deposited. For example, in March 2009, over \$21.1 million in assets were transferred into the account from a Greek bank. However, in May 2009, several transfers (totaling roughly \$20 million) were made from the account to U.S. bank accounts held in the name of, or for the benefit of, family members of the U.S. POA. The account was closed in 2010 and the remaining assets transferred to a bank account of the account holder outside the Pictet Group. Even though the U.S. POA did not appear to instruct the Bank with respect to the transfers, the Pictet Group's investigation revealed strong indicia of hidden U.S. beneficial ownership, such as the fact that the account was used almost exclusively to transfer assets to U.S. accounts held by the U.S. POA's relatives. In addition, one internal email from the Pictet Group relationship manager confirmed that the assets transferred to the United States were owned by the U.S. POA and his relatives.

Example 4: One Pictet Group account was opened in Switzerland in 2006 in the name of a Panama entity ("Source Account"). The beneficial owner on the account was identified as a dual Indonesian and U.S. national. The funds were transferred to the Source Account from EFG Bank AG and Lombard Odier & Co. Ltd. in two tranches: one for \$50 million in 2006, and one for \$105 million in 2007. The Source Account also received the balance of cash and securities (approx. CHF 470,000) from the closure of a pre-existing individual account held at the Bank in the name of the U.S. national (and identified as such), which had been closed in December 2006. The Bank agreed to maintain the Source Account without requiring a Form W-9, on the condition that the U.S. national would relinquish his U.S. nationality, but he did not provide the Bank with proof of expatriation, which in fact did not occur. In 2011, the U.S. national instructed the Bank to close the Source Account and transfer all assets to Pictet Group's Singapore bank ("Destination Account"). The Destination Account was opened in March 2012 in the name of a BVI entity ("Entity 2"), with the U.S. national identified as the sole beneficial owner. The Pictet Group private banker—who was responsible for both accounts—had originally suggested in October 2010 that the U.S. taxpayer open an account with the Pictet Group's Singapore bank, but that suggestion was not acted upon until January 2011. The account opening file for the Destination Account did not contain any indication of the beneficial owner's U.S. nationality and only his Indonesian passport was provided at opening. Entity 2 instructed the Bank to close the Destination Account in June 2013. During the investigation, the Pictet Group identified both accounts as U.S. taxpayer-client accounts. The Bank reached out to the U.S. taxpayer-client in 2014 to obtain evidence of tax compliance and recommend participation in the OVDP. The U.S. taxpayer-client

provided the Bank with confirmation that both accounts were either declared to the IRS or disclosed as part of OVDP, and provided waivers of bank secrecy.

Example 5: The Pictet Group maintained accounts belonging to U.S. national mother and son (“Mother” and “Son”). The Mother’s account reflected her U.S. nationality and residency, but the Son’s account only reflected his Greek nationality (but not his U.S. nationality). The Son had a relationship with a Pictet Group Managing Partner, who introduced the Son to the Bank. In the course of implementing the W-9 or Leave Policy (*see* below), the Mother closed her account and transferred the funds, totaling approximately \$500,000, to her Son’s account. Although the Son’s U.S. citizenship was known to at least the relationship manager and the Partner, the Son’s account was not subjected to W-9 or Leave Policy and continued to be falsely recorded as an account held by a Greek national. Although the Managing Partner was no longer serving as a partner at the time of the Mother’s transfer to the Son and the non-application of W-9 or Leave Policy to the Son’s account, the Managing Partner was nevertheless involved in meetings with the Son and was aware of the account’s circumvention of bank policy. The private banker managing both the Mother’s and Son’s accounts, who was still employed at the time of the investigation, received a formal reprimand as a result of his conduct.

E. The Pictet Group’s Circumvention of the Qualified Intermediary Agreement

In April 2002, the Pictet Group entered into a Qualified Intermediary Agreement with the IRS (the “QI” or “QI Agreement”), with retroactive effect to January 1, 2001. The QI regime provided a framework for non-U.S. financial institutions to report information relating to U.S. securities and arrange for tax withholding. The QI was designed to help ensure that, with respect to U.S. securities held in accounts at the Pictet Group, non-U.S. persons were subject to the proper U.S. withholding tax rates and that U.S. persons were properly paying U.S. tax. Under the QI, the Pictet Group was generally obligated to identify and document any accounts that held U.S. source income, including U.S. securities, by collecting either an IRS Form W-9 for U.S. persons or IRS Form W-8BEN or equivalent documentation for non-U.S. persons.

As a consequence of the Pictet Group entering into the QI Agreement with the IRS, in certain instances in the early 2000’s, the Bank allowed existing U.S. taxpayer-clients to create and open accounts in the name of offshore entities and PPLI policy accounts. In connection with these accounts, the Pictet Group accepted and included in its account records Forms W-8BEN (or the Pictet Group’s substitute forms) provided by the directors of the offshore entities that falsely stated or implied under penalty of perjury that such entities were the beneficial owners of the assets in the accounts for U.S. federal income tax purposes. At the same time, in the case of offshore entity accounts, the Pictet Group maintained Forms A that disclosed the U.S. taxpayer-clients as the true beneficial owners.

The Pictet Group maintained records in its files in which certain U.S. taxpayer-clients expressly instructed the Bank not to disclose their identity to the IRS. For

example, the Pictet Group accepted instructions not to invest in U.S. securities, which would have required disclosure to the IRS under the QI. Certain Bank employees assisted U.S. taxpayer-clients in executing the instruction forms.

Finally, certain Bank employees caused the Pictet Group to certify compliance with the QI Agreement event though the true beneficial owners were not reflected in the IRS Forms W-8BEN in the account files.

III. The Impact of Undeclared Accounts on the Pictet Group's Assets under Management, Fees, and Profits

In total, the 1,637 U.S. Penalty Accounts, including accounts held by offshore entities, resulted in approximately \$50.6 million in U.S. taxes evaded during the Relevant Period. The Pictet Group earned approximately \$52.2 million in gross revenues from these undeclared U.S. taxpayer-client accounts, including accounts held through offshore entities.

The Pictet Group now agrees to pay \$31,844,192 in restitution, \$52,164,201 in forfeiture, and a fine of \$38,950,998, for a total of \$122,959,391, for the tax years 2008 through 2014, as result of the conduct described herein.

IV. The Pictet Group's Efforts to Promote Tax Compliance Prior to the UBS Investigation

Before 2007, apart from its obligations under the QI Agreement with the IRS and the internal policies it introduced to implement them, the Pictet Group, like other Swiss banks, did not have sufficient cross-border tax policies for U.S. clients. The Pictet Group acknowledges that its compliance policies, although consistent with the QI agreement, prevented it from effectively managing the risks posed by its cross-border banking business with U.S. taxpayers.

However, even before the UBS investigation became public, the Pictet Group evaluated its policies and practices for conducting business with U.S. taxpayer-clients. The Pictet Group then took additional steps, beyond those required by U.S. law, to promote the tax compliance of its existing U.S. taxpayer-clients. Those steps came in addition to the establishment in 2007 of the Pictet Group's SEC-registered investment adviser, PNAA.

In the spring of 2008, Pictet Group management adopted a general policy referred to as "W-9 or Leave" that required U.S. resident clients (but not U.S. clients living outside the U.S.), whether or not they held U.S. securities in their accounts, to provide Forms W-9 to the Bank. The intention of the policy was to ensure that all of the Bank's U.S. clients were tax compliant. Pictet Group employees were instructed to contact their U.S. taxpayer-clients who had not provided Forms W-9 and to provide them with two options: sign a Form W-9 or close their accounts. The Pictet Group's W-9 or Leave Policy was one of the first adopted by any Swiss bank, and predated UBS's public announcement in July 2008 that it would exit non-compliant U.S. clients and the exit

policy the Department of Justice required UBS to undertake as part of its February 2009 deferred prosecution agreement.

The W-9 or Leave Policy was officially extended to U.S. clients of external asset managers in September 2008. And, in February 2009, the Bank created a dedicated task force to accelerate the implementation of the policy, and extended it to non-U.S.-resident U.S. clients. Notwithstanding these efforts, approximately 64 U.S. taxpayer-client accounts with an aggregate AUM of \$469 million, of which more than half accounted for Examples 1 and 5 above, were opened in breach of this policy. During the Relevant Period, the Bank opened more than 1,900 U.S. taxpayer-client accounts.

Also in 2008, the Pictet Group began encouraging U.S. taxpayer-clients to participate in OVDP if they were not tax-compliant, in many instances referring clients to U.S. lawyers who could assist them with the process. In this effort, the Pictet Group spent over \$8 million on outside counsel fees—including by covering approximately \$1.5 million of attorney’s fees for clients who sought to bring their accounts into compliance with U.S. law. Since the inauguration of the OVDP, the Pictet Group has reason to believe that the Bank actively assisted in bringing into compliance approximately \$2.7 billion of previously untaxed funds held in accounts at the Pictet Group that the U.S. taxpayer-clients had failed to declare. In many instances, the decision to participate in the OVDP came about at the Pictet Group’s suggestion and with its encouragement.

Since March 2012, well before the Department’s Swiss Bank Program was announced or FATCA came into effect, the Pictet Group began to request FBARs and other evidence of tax compliance for all new U.S. clients. Since 2014, the Bank has requested Forms W-9 and bank secrecy waivers for all U.S. taxpayer-client accounts, in compliance with FATCA.

V. The Pictet Group’s Cooperation Throughout the Department’s Investigation

The Pictet Group has made comprehensive, voluntary disclosures regarding its U.S. cross-border business and cooperated fully with the Department’s investigation. With the assistance of U.S. and Swiss counsel, and forensic investigators, the Bank took the following steps, among others, as part of its cooperation:

- conducted an internal investigation which included but was not limited to (i) interviewing over 90 relationship managers, other employees, and Managing Partners, (ii) reviewing more than 4,850 account files and correspondence, (iii) analyzing relevant policies and procedures; and (iv) conducting email searches;
- made over 20 factual presentations to the Department on a wide variety of topics, including providing relevant information regarding misconduct by Bank employees and others, including the examples above, and responded to all of the Department’s requests for information;

- collected, analyzed, and organized voluminous new evidence and information for the Department, and produced over 66,000 pages of documents, including producing documents from foreign countries in ways that did not implicate foreign data privacy laws and producing translations of foreign language documents;
- facilitated the Department's interviews of over a dozen current and former Bank employees and a former Managing Partner;
- collected and disclosed waivers and documents evidencing tax compliance of certain PPLI policy accounts and otherwise produced identifying information for 1,109 accounts, including 1,236 names, and with an aggregate maximum AUM of almost \$9 billion;
- facilitated the testimony of a Bank employee in connection with criminal proceedings against two U.S. citizens; and
- assisted the Department in making treaty requests to the Swiss competent authority for U.S. taxpayer-client account records.

Overall, the Bank provided the Department with substantial information concerning all of the conduct described in the Statement of Facts.

**Exhibit D To Deferred Prosecution Agreement
With Banque Pictet & Cie SA**

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- x

UNITED STATES OF AMERICA, :

Plaintiff, :

-v.- :

\$52,164,201 IN UNITED STATES :
CURRENCY, :

Defendant *in rem*. :

----- -x

VERIFIED COMPLAINT

23 Civ. ____

Plaintiff United States of America, by its attorneys, DAMIAN WILLIAMS, United States Attorney for the Southern District of New York, and STUART M. GOLDBERG, Acting Deputy Assistant Attorney General for Criminal Matters for the United States Department of Justice Tax Division, for its Verified Complaint (the "Complaint") alleges, upon information and belief, as follows:

I. JURISDICTION AND VENUE

1. This action is brought by the United States of America pursuant to Title 18, United States Code, Section 981(a)(1)(C), seeking the forfeiture of \$52,164,201 in United States Currency (the “Defendant Funds”).

2. This Court has jurisdiction pursuant to Title 28, United States Code, Sections 1345 and 1355.

3. Venue is proper pursuant to Title 28, United States Code, Section 1355(b)(1)(A) because acts and omissions giving rise to the forfeiture took place in the Southern District of New York.

4. The Defendant Funds constitute proceeds traceable to the commission of mail and wire fraud, and are thus subject to forfeiture to the United States pursuant to Title 18, United States Code, Section 981 (a)(1)(C).

II. NATURE OF THE ACTION

5. As alleged in *United States v. Banque Pictet et Cie SA*, 23 Cr. ___ (___) (the “Banque Pictet Information”, attached as Exhibit A and incorporated by reference herein), from at least in or about 2008 up through and including at least in or about 2014, Banque Pictet et Cie, SA (“Banque Pictet”), a Swiss bank, conspired with others known and unknown to defraud the United States of certain taxes due and owing by concealing from the United States Internal Revenue Service (“IRS”) undeclared accounts owned by U.S. taxpayers at the Bank.

6. On or about November 28, 2023, the United States Attorney’s Office for the Southern District of New York and the Department of Justice Tax Division (the “Offices”)

and Banque Pictet entered into a deferred prosecution agreement (the “Banque Pictet DPA,” attached as Exhibit B and incorporated by reference herein).

7. As set forth in the Statement of Facts, attached as an exhibit to the Banque Pictet DPA and incorporated by reference herein, the fraud conspiracy alleged in the Banque Pictet Information involved the use by certain of Banque Pictet’s U.S. taxpayer-clients of the U.S. mails, private or commercial interstate carriers, or interstate wire communications to submit individual federal income tax returns to the IRS that were materially false and fraudulent in that these returns failed to disclose the existence of such taxpayers’ undeclared accounts or the income earned in such accounts. Banque Pictet collected fees on these undeclared accounts.

III. THE DEFENDANT-IN-REM

8. Under the Banque Pictet DPA, Banque Pictet agreed to forfeit \$52,164,201 in United States currency. The Bank, pursuant to the Banque Pictet DPA, transferred the Defendant Funds to the United States in the Southern District of New York as a substitute *res* for proceeds obtained from its scheme to defraud the United States as set forth in the Banque Pictet Information. Banque Pictet agrees that the Defendant Funds are subject to civil forfeiture to the United States pursuant to Title 18, United States Code, Section 981(a)(1)(C) as proceeds traceable to the commission of mail and wire fraud.

IV. CLAIM FOR FORFEITURE

9. The allegations contained in paragraphs one through eight of this Verified Complaint are incorporated by reference herein.

10. Title 18, United States Code, Section 981(a)(1)(C) subjects to forfeiture “[a]ny property, real or personal, which constitutes or is derived from proceeds traceable to a violation of . . . any offense constituting “specified unlawful activity” (as defined in section 1956(c)(7) of this title), or a conspiracy to commit such offense.”

11. “Specified unlawful activity” is defined in Title 18, United States Code, Section 1956(c)(7) to include any offense under Title 18, United States Code, Section 1961(1). Section 1961(1) lists as offenses both mail fraud (18 U.S.C. § 1341) and wire fraud (18 U.S.C. § 1343).

12. By reason of the above, the Defendant Funds are subject to forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C).

WHEREFORE, plaintiff United States of America prays that process issue to enforce the forfeiture of the Defendant-in-rem and that all persons having an interest in the Defendant-in-rem be cited to appear and show cause why the forfeiture should not be decreed, and that this Court decree forfeiture of the Defendant-in-rem to the United States of America for disposition according to law, and that this Court grant plaintiff such further relief as this Court may deem just and proper, together with the costs and disbursements of this action.

Dated: New York, New York
_____, 2023

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By: _____
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United States of America

By: _____
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VERIFICATION

STATE OF NEW YORK)
COUNTY OF NEW YORK :
SOUTHERN DISTRICT OF NEW YORK)

KATHLEEN FIATO, being duly sworn, deposes and says that she is a Special Agent with the Internal Revenue Service, Criminal Investigation; that she has read the foregoing Verified Complaint and knows the contents thereof; and that the same is true to the best of her knowledge, information and belief.

The sources of deponent's information and the grounds of her belief are her personal involvement in the investigation, and conversations with and documents prepared by law enforcement officers and others.

Kathleen Fiato
Special Agent
Internal Revenue Service,
Criminal Investigation

Sworn to before me this
_____ day of _____, 2023

Notary Public