

UOB FATCA NOTICE

With effect from 1 July 2014, this FATCA Notice ("Notice") forms a part of the terms and conditions governing your relationship as customer with United Overseas Bank and its related corporations (collectively "UOB", "we" or "us") ("Terms and Conditions") and should be read in conjunction with those Terms and Conditions.

1. "FATCA" means sections 1471 through 1474 of the United States Internal Revenue Code and the regulations and other guidance thereunder, each as amended from time to time or any other agreement entered into with or between authorities for the implementation of FATCA.
2. "US" means United States of America.
3. "US Person(s)" means a US Citizen or resident individual, a partnership or corporation organised in the US or under the laws of the US or any state of the US, or a trust if (i) a court within the US would have authority under applicable law to render orders or judgments concerning substantially all issues regarding administration of trust, and (ii) one or more US Person(s) have the authority to control all substantial decisions of the trust, or an estate of a decedent that is a citizen or resident of the US. This definition shall be interpreted in accordance with the US Internal Revenue Code. Please note that persons who have lost their US citizenship and who live outside the US may nonetheless in some circumstances be treated as US Person(s).
4. You shall provide all required documentation or information, including but not limited to date of birth, countries of citizenship, countries of permanent residence, countries of tax residency and associated taxpayer identification numbers, that may be required to enable UOB and its agents to comply with all requirements of FATCA or other agreement by or between governments.

You shall notify UOB in writing within thirty (30) days of any change that affects your tax status in relation to FATCA under any laws, regulations or other agreement by or between governments.

5. You represent and warrant that you have provided to UOB all documentation or other information as may be required by UOB for compliance with FATCA and in connection with change in tax status and shall provide all required documentation or other information within seven (7) days of a request from UOB in writing or otherwise.

You further acknowledge that any failure on your part to provide accurate and timely information pursuant to requirements of this Notice and requests by UOB may result in UOB having to deem you recalcitrant and/or reportable and take all necessary action against you in order for UOB to be compliant with requirements under FATCA, local legislation in connection with FATCA and any other provision arising out of an agreement between governments pertaining to FATCA.

6. You consent to the collection, storage, and disclosure by UOB and its agents of any Confidential Information to persons from whom UOB and its agents receive or make payments on behalf of you and to governmental authorities as required by law or other agreement by or between governments. Confidential Information includes your personal data, your bank account details, transactional information, and any other information that a reasonable person would consider being of a confidential or proprietary nature. Your consent shall be effective notwithstanding any applicable nondisclosure agreement. You represent that you have secured from any third party whose information is provided to UOB any consents and waivers necessary to permit UOB and its agents to carry out the actions described in this paragraph, and that you will secure such consents and waivers in advance of providing similar information to UOB in the future.
7. You agree and acknowledge that UOB is entitled to take all necessary action to be and remain compliant with FATCA as is required by law or other agreement by or between governments. If some of your income is reportable and some is not, UOB will report all income unless UOB can reasonably determine the reportable amount. You hereby authorise UOB and any of its agents, where appropriate, to withhold or otherwise collect from any payment any required tax or other government assessment, including but not limited to any requirement to withhold or deduct an amount under the United States Internal Revenue Code and the regulations and other guidance thereunder, each as amended from time to time or any other agreement by or between authorities.

8. UOB may take whatever action we consider appropriate to meet any obligations, either in Singapore or elsewhere in the world, relating to the prevention of tax evasion. This may include, but is not limited to, investigating and intercepting payments into and out of your account(s) (particularly in the case of international transfer of funds), investigating the source of or intended recipient of funds, sharing information and documents with domestic and international tax authorities and withholding income from your account and transferring it to such tax authorities. If we are not satisfied that a payment in or out of your account is lawful, we may refuse to deal with it.
9. To the greatest extent permitted by applicable law, UOB will not be liable to you for any losses, costs, expenses, damages, liabilities you may suffer as a result of our complying with legislation, regulations, orders or agreements with tax authorities or by and between tax authorities or if we make an incorrect determination as to whether or not you should be treated as being subject to tax or tax reporting obligations.
10. This Notice does not derogate from the Terms and Conditions. UOB's rights under this Notice shall be without prejudice to other rights of collection, use and disclosure available pursuant to the Terms and Conditions or under the law and nothing herein is to be construed as limiting any of these other rights.