Singapore Tax Requirements Notice

This Notice sets out the terms relating to tax requirements which shall apply to and be binding on the customers of DBS Bank Ltd. (the “Bank”) and various other persons, including without limitation, applicants for banking or financial services and facilities. The provisions of this Notice shall form part of the terms and conditions governing the accounts and/or the agreement or arrangements that the customer enters into with the Bank.

For the purposes of this Notice:

“DBS Group” means the Bank and its branches, parent company, representative offices, agencies, subsidiaries and affiliates (including branches or representative offices of any such subsidiary or affiliate);

“personal data” has the meaning ascribed to it in the Personal Data Protection Act 2012 of Singapore; and

“We”, “us” or “our” means the Bank.

1. Disclosure of information

You authorise us, our staff and any other person who by reason of their scope of work or capacity or office have access to our records, registers or any correspondence or material with regard to information relating to you, your account, your transactions and/or any personal data provided by you to us or which we receive from any other sources or is otherwise collected by us in the course of your relationship with us or any member of the DBS Group, to disclose any such information where such disclosure is required by any applicable tax laws and regulations (including applicable laws imposing any reporting and/or withholding obligations on us, such as the United States Foreign Account Tax Compliance Act, as may be amended, varied, supplemented or replaced from time to time), to:
   a. any of our branches, representative offices, related companies, subsidiaries, or any of our other offices, wherever situated;
   b. any government, quasi-government, regulatory, fiscal, monetary or other authority, agency body or person, whether in Singapore or elsewhere; and
   c. any party to whom we are under a duty to disclose or where we in good faith deem it in our interest to make such disclosure.

2. Notification of change in circumstances

You will promptly notify us in writing of any change in:
   a. your particulars, circumstances, status, including any change in citizenship, residence, tax residency, address(es) on record, telephone and facsimile numbers and/or email addresses; and/or
   b. your constitution, shareholders, partners, directors or company secretary, or the nature of your business.

3. Cooperation with enquiries

You will cooperate fully in respect of any enquiry that we may make for the purposes of compliance with any applicable tax laws and regulations (including the United States Foreign Account Tax Compliance Act (as may be amended, superceded or replaced) and/or any other reporting and/or withholding requirements of any government) including promptly providing all relevant information, details and/or documents as may be necessary to enable us to comply with the same.

4. Right to withhold payments

Any sum that may be payable by us to you shall be subject to all applicable laws and regulations, including any withholding tax requirement, foreign exchange restriction or control. You agree and acknowledge that pursuant to the foregoing we may perform, or cause to be performed withholding of any monies payable to you, deposit any such monies into a sundry or other account and/or retain such monies pending determination of the applicability of such withholding tax requirement, foreign exchange restriction or control. We shall not be liable for any losses that may be incurred by reason of such withholding, retention or deposit.

5. Termination

You agree that we have a right to terminate all or any of your accounts or the agreements or arrangements entered into between you and us at any time without having to give any reason or notice.