

**Strictly Private and Confidential** 

#### **Declarations**

- 1. I/We confirm that I/we have read and understood CIMB Bank Berhad, Singapore Branch's ("CIMB Bank" or "the Bank" or "CIMB Singapore") Terms and Conditions Governing the Operations of Deposits Accounts and agree to abide and be bound by these terms and conditions. I/We have read, understood and retained a copy of the Terms and Conditions Governing Electronic Banking Services, E-Statements and E-Alerts, and any other terms and conditions relating to the Bank's products or services (all as may be amended from time to time) and agree to be bound by them. I/We agree that CIMB Bank may vary, alter and amend any terms and conditions in its sole discretion. Copies of all terms and conditions mentioned above are available at any branch of CIMB Bank or at our official CIMB SG website.
- 2. I/We understand that my/our submission of this application and acceptance of this application by CIMB Bank shall in no way be construed as approval of my/our application and that CIMB Bank reserves the right not to approve this application without giving any reasons whatsoever.
- 3. I/We confirm that there has been no statutory demand served on me/us, and that there has been no legal proceedings commenced against me/us at the time of this application. I/We declare that I/we are not undischarged bankrupt or of unsound mind.
- 4. I/We represent and warrant that my/our funds do not originate from, nor will they be routed through, an account maintained at a Foreign Shell Bank<sup>1</sup>, or a bank organised or chartered under the laws of a Non-Cooperative Jurisdiction<sup>2</sup>.
- 5. I/We declare that information given in this application is true and correct and that I/we have not wilfully withheld any facts. I/We warrant that all copies of documents submitted to CIMB Bank are true copies and belong to CIMB Bank absolutely. I/We authorise CIMB Bank to obtain and verify any information on/from me/us with or from any credit reference agencies, financial institutions or any other parties, for any purposes which the Bank deems fit.
- 6. I/We agree to promptly provide any information or representations deemed necessary by CIMB Bank for verification, in its sole discretion, to comply with anti-money laundering regulations countering the Financing of Terrorism and related responsibilities from time to time. I/We acknowledge that in the event of delay or failure to produce any information or representations required by CIMB Bank for verification purposes, CIMB Bank may take such actions as in its sole discretion deemed necessary, including, without limitation, to refuse to accept this application and/or the funds.
- 7. I/We undertake to keep CIMB Bank informed of any changes in my/our particulars given in this application.
- 8. I/We agree that the Bank may in its absolute discretion adopt the details (including without limitation the name of client) in the identification documents submitted by me/us, in event of conflict of my/our details submitted (such as through MyInfo, manually or in the supporting/identification documents).
- 9. I/We declare and confirm that I/we am/are the beneficial owner(s) and that I/we am/are transacting for my/our own account and not on behalf of any other person or entity.
- 10. I/We authorise CIMB Bank to disclose, at any time and without liability to me/us, any information relating to me/us or any of my/our accounts (as defined in the Banking Act 1970), to any of its branches, subsidiaries, representative offices, affiliates and agents of the Bank and third party selected by them wherever situated, for confidential use in connection with the provision of Products or Services to me/us.

<sup>&</sup>lt;sup>1</sup> Foreign Shell Bank refers to a foreign bank without physical presence in any country.

<sup>&</sup>lt;sup>2</sup> Non-Cooperative Jurisdiction refers to any foreign country that has been designated as non-cooperative with international antimoney laundering principles or procedures by an intergovernmental group or organisation, such as the Financial Action Task Force on Money Laundering ("FATF").



- 11. For joint application(s), I/we consent to the Bank disclosing to the joint applicant(s) the information that I/we have submitted in relation to the application.
- 12. I/We agree that the Bank may send the complied documents via email to me/us with my/our appended e-signature and I/we agree to be bound by such e-signed documents.
- 13. TAX AND CURRENCY RISK FOR CUSTOMER'S ACCOUNT IN FOREIGN CURRENCY

Without prejudice to and derogation from and in addition to (i) any other specific risks and cautionary statements that may be applicable and/ or specific to particular Products or Services and are informed or deemed informed to me/us; and (ii) any other provision in the Terms and Conditions Governing the Operations of Deposits Accounts.

- (a) I/We acknowledge and understand that there is an exchange risk involved in Foreign Currency Deposits or accounts. In particular,
  - i. That earnings on foreign currency deposits are dependent on the exchange rates prevalent at the time of maturity or withdrawal, as the case may be; and ii. That adverse exchange rate movements could erase interest earnings completely and reduce the principal amount.
- (b) I/We confirm that CIMB Bank has no responsibility or liability to me/us for any diminution in the value of funds due to taxes or currency depreciation or for the unavailability of such funds for withdrawal at any time or on maturity as the case may be due to restrictions on convertibility, requisitions, involuntary transfers, distraints of any character, exercise of government or military powers, war, strikes, or other causes beyond CIMB Bank's reasonable control. I/We agree and accept that CIMB Bank may satisfy such payment obligations by making payment in such other currency as the Bank deems fit. (c) I/We have carefully studied the currency markets and confirm that my/our foreign currency deposits in the Account(s) (as defined in the CIMB Terms and Conditions Governing the Operations of Deposits Accounts ("T&Cs")) are suitable in the light of my/our financial position and investment objectives. I/We hereby authorise CIMB Bank to accept my/our deposits to the Account(s) in any Foreign Currency whatsoever as CIMB Bank may permit in its sole and absolute discretion.
- 14. For Collection at Branch: Customer's Acknowledgement for ATM Card & Pin Mailer (if applicable). I hereby acknowledge receipt of the ATM Card issued to me by CIMB Bank. I have read and understood the Terms and Conditions governing the use of this new card and agree to be bound by them.
- 15. I/We confirm that my/our personal account shall only be used for my/our personal non-business purposes (such as savings, investment, education and personal or living expenses). I/We undertake to open, maintain or establish a separate business or non-personal account for business, association, society, or trading purposes.

## **Personal Particulars Update for Submitted Applications**

16. I/We have read the notes set out herein and I/we agree that the Bank may update my/our records across other products (including Investment Accounts) I/we hold with the Bank (individually or jointly) by verifying my/our signature below against any of my/our signature records with the Bank.

#### **Notes**

a. Update Contact Numbers

If you are currently receiving CIMB Clicks SMS-OTP and E-alert, your SMS-OTP and E-Alert mobile number will be updated. If both mobile number and email address are provided, E-Alerts and CIMB Clicks SMS-OTPs will only be sent to the local mobile number. For security reasons, each mobile number can only be used by one customer for receiving E-Alerts and CIMB Clicks SMS-OTPs.

Similarly, each email address can only be used by one customer for receiving E-Alerts.



- b. Investment Account(s) refers to Structured Deposit, Dual Currency Investment, Custody Account, Reverse Repo and Structured Notes Account only. Please fill up 3<sup>rd</sup> party form for Unit Trust and Insurance.
- c. Your personal particulars with the Bank will be updated accordingly to what you have furnished in this application form.

### **E-Alert Notification**

- a. Your signature will be verified against your signature record with the Bank.
- b. E-Alert notification will be delivered to the primary account holder. However, for transactions and/or requests performed in CIMB Clicks Internet Banking, E-Alert notification will be delivered to the party who executed the transactions and/or requests.
- c. Updating your mobile number or email address will not change your preferred mode of receiving e-Alerts.

# **Declarations Relating to Tax and Other Serious Offences**

I/We declare and confirm that:

- 1. I/we am/are responsible for my/our own tax affairs and ensuring that both I/we and my/our Account(s) maintained with CIMB Singapore, are in compliance with the tax laws of the relevant jurisdiction within which I/we reside, am/are domiciled or tax citizens of;
  - i. to the best of my/our knowledge, I/we have not wilfully committed nor have been convicted of any serious tax crimes;
  - ii. I/we acknowledge and agree that I/we should take advice from a tax expert in the jurisdiction of my/our tax residence and acknowledge that CIMB Singapore does not provide tax advice to me/us:
  - iii. I/we agree to provide copies of the relevant documents where necessary to CIMB Singapore upon request; and
  - iv. I/we agree that CIMB Singapore may, where required, disclose any and all information in accordance with Clause 15.1 of the T&Cs.
- 2. Should there be any change in these circumstances, I/we undertake to immediately notify CIMB Singapore in accordance with Clause 2.9 and Clause 9.1(b) of the T&Cs.
- 3. I/we also agree to hold harmless, release and agree to indemnify CIMB Singapore, its shareholders, officers, owners, directors, employee successors, heirs and assigned from any and all liability arising from CIMB Singapore's reliance on the declarations made by me/us.

## U.S. Tax Declaration Under Foreign Account Tax Compliance Act (FATCA)

- 1. I/We hereby confirm the information provided is true, accurate and complete.
- 2. Subject to the applicable local laws, I/we hereby consent for CIMB Bank Berhad, Singapore Branch, its parent and/or ultimate holding company and/or any of its affiliates and related and associated corporations (including branches) (collectively as "CIMB Group") to share my/our information with domestic or overseas regulators or tax authorities where necessary to establish my/our tax liability in any/the relevant jurisdiction.
- 3. Where required by domestic or overseas regulators or tax authorities, I/we also understand and agree that CIMB Group may be required to obtain additional documents and/or forms, which I/we will sign, if I/we am/are subject to the relevant jurisdiction's requirements.
- 4. Where required by domestic or overseas regulators or tax authorities, I/we understand and agree that CIMB Group may withhold, and pay out, from my/our account(s) such amounts as may be required



- according to applicable laws, regulations, guidelines and/or agreements with regulators or authorities and directives.
- 5. I/We also agree and undertake to notify CIMB Group (within 30 calendar days), or provide the information if requested by CIMB, if there is a change in any information which I/we have provided to CIMB Group.

# **Common Reporting Standard (CRS) Self-Certification**

- 1. I/We understand that the information supplied by me/us is subject to the terms and conditions governing the Account Holder's relationship with CIMB Group setting out how CIMB Group may use and share the information supplied by me/us.
- 2. I/We acknowledge that the information contained in this form and information regarding the Account Holder(s) and any Reportable Account(s) may be provided directly or indirectly to any relevant tax authority, including of the country/jurisdiction in which this account(s) is/are maintained and exchanged with tax authorities of another country/jurisdiction or countries/jurisdictions in which the Account Holder may be resident for tax purposes pursuant to agreements between competent authorities to exchange financial account information.
- 3. I/We certify that I/we am/are the Account Holder or am/are authorized to sign for the Account Holder\*, of the account(s) to which this form relates and I/we declare that all statements made in this declaration are to the best of my/our knowledge and belief, correct and complete.
- 4. If there is a change in circumstances that affects the tax residence of the Account Holder(s) or causes the information contained herein to become incorrect or incomplete, I/we understand that I/we am/are obligated to inform CIMB of the change in circumstances within 30 days of its occurrence and to provide a suitably updated self-certification.

<sup>\*</sup> Authorisation on behalf of the Account Holder must be accompanied with Power of Attorney or equivalent recognised document of the country.



#### 1. Account Holder

Means the person listed or identified as the holder of a Financial Account by the Financial Institution that maintains the account. A person, other than a Financial Institution, holding a Financial Account for the benefit of another person as an agent, a custodian, a nominee, a signatory, an investment advisor, an intermediary, or as a legal guardian, is not treated as the Account Holder. With respect to a jointly held account, each joint holder is treated as an Account Holder.

## 2. Financial Account

Means an account maintained by a Financial Institution, and includes Depository Accounts, Custodial Accounts, equity and debt interest or profit income in certain Investment Entities; Cash Value Insurance or Takaful Contracts and Annuity Contracts.

## 3. Reportable Account

Includes an account held by one or more Reportable Persons.

## 4. Reportable Person

A Reportable Person is defined as an individual who is tax resident in a Reportable Jurisdiction under the tax laws of that jurisdiction.

### 5. TIN

Means Taxpayer Identification Number or functional equivalent in the absence of a Taxpayer Identification Number. Further details of acceptable TINs can be found at: https://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-identification-numbers/

## **Disclaimer**

The above are selected definitions to assist you with the completion of this Form. Should you have any questions, please contact your tax, legal and/or other professional advisor or visit the OECD Common Reporting Standard for Automatic Exchange of Financial Account Information (the 'CRS') website at: http://www.oecd. org/tax/transparency/ automaticexchangeofinformation.htm

CIMB Bank Berhad 197201001799 (13491-P)