



**MEGA INTERNATIONAL COMMERCIAL BANK CO. LTD.,  
SINGAPORE BRANCH**

80 Raffles Place, #23-20, UOB Plaza II, Singapore 048624

Telephone No: (65) 6227 7667 Fax No: (65) 6227 1858 SWIFT: ICBCSGSG UEN NO: S96FC5249G

Dear customers,

Please be informed that our Branch Banking System Server has been improved from the stand-alone to the online/real time connection with the Taipei Headquarter in the mid of year 2009.

The branch recognizes that it is important for you to know how we deal with the personal and financial information. We wish to emphasize that there are banking secrecy regulations governing in Singapore that the branch must comply with. The branch will work in accordance with the Internet Banking and Technology Risk Management Guidelines for the centralization of the bank AS/400 Overseas Branch System Server. We will use our best endeavors to ensure that any requirement to disclose customer information has been properly made so that confidentiality of all customer information will not be compromised.

We would like to take this opportunity to thank you for your support and serving you is always our utmost priorities. Should you have further clarification, kindly contact our Business Department at 65084202 or dial our general line at 62277667 for assistance.

親愛的客戶, 您好

本分之電腦系統已於2009年中由獨立作業系統提升為即時連線系統，因此本分行使用之電腦主機並已移轉至本行總管理處之資訊中心。

茲再強調本分行對 貴客戶之銀行往來資料，仍當依新加坡相關銀行客戶資料保密法之規定予以保密。本分行皆遵照新加坡金融管理局之網路銀行及電腦風險管理指導原則，辦理分行電腦系統之集中化管理作業。

謹藉此機會感謝 貴客戶的支持，選擇本行為您的往來銀行。提供您最佳的服務一直是本行最優先的職責，如您需要進一步瞭解，請與我們的營業部門聯絡《專線電話(65)6508-4202或總機(65)6227-7667轉221》。

敬 祝

身體健康 萬事如意

**Senior Vice President & General Manager**

經理 姜文生 敬上

Documents for Applying Company Accounts  
(申請開立公司帳戶所需基本文件資料)

1. Application Form (開戶表格)
  - (a) Signature Cards (印鑑卡)
  - (b) Current and Fixed Deposit Account Application Form (活存及定存申請書)
  - (c) Certified Copy of Resolutions (決議錄)
  - (d) Declaration of Tax Status for Corporate Accounts (公司戶稅務狀況聲明)
  - (e) Indemnity (以傳真傳送指示之約定書)
  - (f) E-statement(電子對帳單)
  - (g) Declaration of Tax Compliance
  - (h) Personal Data Protection Policy and Practices(個資法告知書,負責人代表簽收)
  - (i) FATCA 相關表格

若非美籍公司,請填聲明書(FATCA Self-Certification form for entities)

若為美籍公司,請填聲明書(FATCA Self-Certification form for entities), W9 及同意書(Waiver)

2. Certificate of Incorporation & Memorandum and Article of Association (with the company stamp and chairman's signature) 公司執照及組織章程影本(加蓋公司英文章及代表人簽名)
3. Certificate of Incumbency 存續證明
4. Certified Copy of Directors and Shareholders lists (with the company stamp and chairman's signature) 股東名冊及董監事名冊影本 (加蓋公司英文章及代表人簽名)
5. ID Card and Passport Copy of Directors and Authorized Signatories 董事及有權簽字人員身分證、護照及出境紀錄影本 (請本人於影本上簽名)
6. If more than two directors, each director has to sign the Power of Attorney to authorize one of them as the chairman signing the documents 若有兩人以上董事,則須每位董事出具 Power of Attorney, 授權其中一人當代表人,由代表人簽署開戶文件
7. Single shareholder equity more than 25% has to provide the shareholder's passport and ID card photocopy 單一股東持有股權超過(含)25%以上,則請再提供股東之護照及身分證影本(請本人於影本上簽名,與護照簽名一致)
8. If residential address of directors filled differs from that in the ID card, please provide the address certification which should not exceed last 6 months. (E.g.: Utility Bills, Telecommunication/Internet bill, Credit card/bank statement, Lease contract, etc.) 董事欄位上所填寫之地址若與其身分證上之戶籍地址不同,則請提供相關文件,以佐證係其聯絡地址,如最近6個月的水電費收據、電話/網費帳單、信用卡/銀行帳單、租賃合約等
9. All account opening documents shall be authentically signed instead of being stamped 所有開戶文件請務必由負責人及有權簽字人親簽,不接受蓋章
10. 持股 25%以上之法人股東,需再提供 1-(h).1-(i).2.3.4.5.7.項資料

# 印鑑卡



## Mega International Commercial Bank Singapore Branch

### CURRENT ACCOUNT/FIXED DEPOSIT ACCOUNT SIGNATURE CARD

ACCOUNT NAME:

DATE

A/C NO.

OCCUPATION/BUSINESS:

TEL.

SIGNATURE REQUIREMENTS:

ANY \_\_\_\_\_ OF BELOW \_\_\_\_\_  SINGLE  OTHERS \_\_\_\_\_

AUTHORIZED SIGNATURES

1.NAME: AUTHORIZED SIGNATURE	4.NAME: AUTHORIZED SIGNATURE
2. NAME: AUTHORIZED SIGNATURE	5.NAME: AUTHORIZED SIGNATURE
3.NAME: AUTHORIZED SIGNATURE	_____ DATE                      ATTENDED BY                      APPROVED BY



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ACCOUNT NAME:

DATE

A/C NO.

OCCUPATION/BUSINESS:

TEL.

SIGNATURE REQUIREMENTS:

ANY \_\_\_\_\_ OF BELOW \_\_\_\_\_  SINGLE  OTHERS \_\_\_\_\_

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2. NAME: AUTHORIZED SIGNATURE	5.NAME: AUTHORIZED SIGNATURE
3.NAME: AUTHORIZED SIGNATURE	_____ DATE                      ATTENDED BY                      APPROVED BY



Mega International Commercial Bank  
 SINGAPORE BRANCH  
 80 Raffles Place #23-20 UOB Plaza II Singapore 048624  
 Tel : 65-62277667 Fax : 65-62271858

**CURRENT ACCOUNT APPLICATION-NON-PERSONAL**

To: Mega International Commercial Bank, Singapore Branch

Account No :	Currency :
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Account Type :		
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Society/Club/Association	<input type="checkbox"/> Others (Please specify) :
<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation Ltd Co	_____

Name	Registration No	Date of Registration
Registered Address		Country Of Registration
Mailing Address (if different from above)		Telephone No.
		Fax No.

**AGREEMENT TO BE SIGNED BY DIRECTOR/PARTNERS/PROPRIETOR/OTHERS**

\*I/We, the undersigned, request you to allow \*me/us to open a Current Account (Currency:\_\_\_\_\_) in the name of \*my/our establishment and to pay all cheques drawn by \*me/us on the said account. \*I/We agree not to overdraw \*my/our account without prior arrangement and approval.  
 \*I/We authorize you to honour all payment instructions signed in accordance with the stated signature requirements.  
 \*I/We warrant that \*I/we have the power and authority to sign and deliver the application form and the resolution attached.  
 A copy of the Bank's Rules Governing Current Account set out overleaf has been furnished to \*me/us and \*I/We have read and understood the same and agree to be bound thereby.  
 Kindly provide \*me/us with a book of cheque forms for \*my/our use.  
 This document may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

NAME OF COMPANY DIRECTORS/PARTNERS/ PROPRIETOR/OTHERS	RESIDENTIAL ADDRESS	SIGNATURE
NAME		
NRIC/PASSPORT NO. :		
NAME		
NRIC/PASSPORT NO. :		
NAME		
NRIC/PASSPORT NO. :		
NAME		
NRIC/PASSPORT NO. :		

**AUTHORISED SIGNATORIES**

Signature Requirements : <input type="checkbox"/> Single <input type="checkbox"/> Joint (any _____) <input type="checkbox"/> as per attached Resolution/other		
<b>Authorized Signature(s) &amp; Stamp</b>		<b>Company Stamp</b>
Date : _____		
1. _____	4. _____	
Name :	Name :	
2. _____	5. _____	
Name :	Name :	
3. _____	6. _____	
Name :	Name :	

DELETE INAPPLICABLE

\_\_\_\_\_  
 DATE ATTENDED BY APPROVED

# RULES GOVERNING CURRENT ACCOUNT

## OPENING OF ACCOUNT

1. In opening a Current Account (“the Account”), the applicant (“the Account Holder”) agrees to abide by and be bound by the rules set out herein and as amended and in force from time to time (“the Rules”) as well as the Bank’s terms and conditions prevailing from time to time for the operation of the Account by means of any method of operation of the Account that may be made available by the Bank. To open the Account, the Account Holder shall make the minimum initial deposit, complete such documentation and provide such references as the Bank may require.

## OPERATION OF ACCOUNT

### 2. Cheque Books and Bank Forms

- (a) Upon receipt of a cheque book, the Account Holder shall count the number of cheque forms and examine the account number and serial numbers carefully. Any discrepancy or irregularity found must be reported to the Bank immediately in writing. The Account Holder must keep his cheque forms and cheques safely and must inform the Bank immediately in writing should any cheque form or cheque be mislaid, lost or stolen. The Account Holder shall be liable for all losses resulting from any cheque form or cheque being mislaid, lost or stolen including, without limitation, losses due to forged or altered cheques.
- (b) The Account Holder shall complete such forms as the Bank may require for making payments into and withdrawals from the Account. The Account Holder shall ensure that after every payment the deposit slip is machine validated or initialed by a responsible Bank Officer with the Bank’s stamp before leaving the counter. The Bank reserves the right to alter any incorrect items stated on the deposit slip. Records kept by the Bank shall be final and conclusive as against the Account Holder, save for manifest error.

### 3. Authorized Account Signatures

- (a) The Account Holder should notify the Bank promptly in writing of any change or variation in his signature or those of the authorized signatories or the authorized manner of signing. The Bank shall be entitled to a reasonable period of time (of not less than (7) business days from receipt) to process such notification of change.
- (b) The Bank shall be entitled to dishonour any cheque bearing a signature different from the specimen signature of the Account Holder or authorized signatory (as the case may be) or not drawn in accordance with the list of authorized signatories or not signed in the authorized manner prevailing at the time of presentation.
- (c) The Bank may in its absolute discretion honour any cheque or other instrument
  - (i) signed by an authorized signatory but presented after his death, regardless of whether the Bank has received notice of the death; or
  - (ii) bearing a facsimile signature similar to the specimen signature with the Bank. “Facsimile signature” includes any facsimile signature impressed using a rubber stamp.
- (d) Dishonoured cheques may be returned by post to the Account Holder at the Account Holder’s risk and expense.

### 4. Instructions

- (a) Where the account is in joint names or there are more than one authorized signatory:
  - (i) In honouring cheques and all other instructions to debit the Account and stop payment instructions, the Bank shall act in accordance with its written mandate; and
  - (ii) For all other matters, the Bank shall be entitled to act on the instructions (whether oral or written) of any one of the Account Holders or authorized signatories.
- (b) If, prior to acting on instructions received from one signatory, the Bank receives contradictory instructions from another signatory, the Bank shall immediately thereafter act only on the mandate of all signatories to the Account.

### 5. Proper Drawing Of Cheques

- (a) In operating the Account, the Account Holder shall not draw any cheque in such manner as to facilitate fraud or forgery, and shall notify the Bank as soon as he becomes aware of any fraud or forgery. In drawing cheques on the Bank, the amount in words and figures should be written distinctly and in a way that leaves no space between words or figures or between the amount and the words “Dollars/other currency” or the “\$/other currency” sign. Any space remaining after the amount expressed in words should be filled with either a line through the space or by writing the word “only”.
- (b) Cheques drawn on the Bank shall be on forms supplied by the Bank and registered for each Account. The Bank may in its absolute discretion refuse to honour drawings made on other forms or forms not registered for that Account.

### 6. Altered And/Or Forged Cheques

- (a) All alterations on cheques must be confirmed by the full and complete signature of the Account Holder or his authorized signatories. The Bank shall be entitled, without liability to dishonour cheques where alterations are not so confirmed.
- (b) The Bank shall not be liable for paying on altered and/or forged cheques where the alterations and/or forgery were made possible by the use of erasable ink, pens or typewriters or any other equipment with built in erasure features or by the use of cheque writers or franking machines or where the alterations and/or forgery cannot be easily detected.

### 7. Stop Payment Orders

The Bank may, in its absolute discretion, refuse to act on any stop payment instructions unless it receives a written request signed by the Account Holder or the requisite number of authorized signatories. The Bank will effect stop payment instructions based on the cheque number.

### 8. Marked Cheques

- (a) The Bank may mark cheques as “good for payment” to another bank, in which case, the Account Holder’s account shall be immediately debited with the amount of the marked cheque and thereafter payment of the marked cheque cannot be stopped.
- (b) The Bank may but is under no obligation to present cheques on behalf of the Account Holder to the drawee bank for marking.

### 9. Instruments Must Clear

Except by special arrangement and at the Bank’s absolute discretion, cheques (including marked cheques) and other instruments deposited into the Account cannot be drawn against until the proceeds thereof have been received by the Bank and cash deposited may not be drawn on until the following business day. Any credit given by the bank to the Account Holder on cheques and other instruments deposited in the Account is provisional and shall be reversed if the full proceeds are not received by the Bank.

### 10. Third Party Cheques

The Bank may refuse to accept for collection cheques and other instruments payable to third parties or to their order.

### 11. Deposits/Withdrawals

- (a) Cash withdrawals may be made subject to availability of the foreign currency notes and adequate notice being received by the Bank.
- (b) The Bank reserves the right not to accept deposit in any currency. Deposits made by way of foreign cheques/drafts are given value depending on the Bank’s discretion and according to any applicable laws or bye-laws for the time being in force.
- (c) The Bank may impose commissions and charges at the Bank’s prescribed rate on any deposits and/or withdrawals.

## **CLOSURE OF ACCOUNT**

12. The Bank may at any time in its absolute discretion and without giving any reason therefore close the account after seven (7) day's notice. Upon the closing of the account (whether by Account Holder or the Bank), the Account Holder shall immediately return all unused cheque forms to the Bank.

## **OVERDRAFTS**

13. (a) In the absence of prior arrangement or approval, the Account shall not be overdrawn. A charge will be levied on each cheque returned due to insufficient funds and the Bank may close the Account if cheques continue to be returned due to insufficient funds. Overdraft facilities may be permitted at the discretion of the Bank.
- (b) Any overdraft advanced by the Bank shall be payable by the Account Holder forthwith upon demand by the Bank together with interest and any bank charges. Interest on daily debit balances shall accrue daily with monthly rest at such rate as the Bank may from time to time determine, such interest to accrue as well after as before judgement.

## **STATEMENT AND VERIFICATIONS**

14. (a) Statements of account ("Statement of Account") in such form as the Bank may deem appropriate will be dispatched to the Account Holder on such periodic basis as the Bank may from time to time determine or on such other periodic basis as may be requested by the Account Holder and agreed to by the Bank. The Account Holder shall promptly notify the Bank in writing if the Account Holder does not receive the Statement of Account within 7 days of the expected date of receipt thereof.
- (b) The Account Holder is under a duty to :
- (i) monitor the balance of the Account at all times;
  - (ii) examine all entries in the Statement of Account;
  - (iii) within fourteen (14) days of the date of the Statement of Account notify the Bank in writing of any omission from or debits/credits wrongly made or made without authority or inaccurate entries in such Statement of Account; and
  - (iv) sign and return any confirmation slip, including any required for audit purposes (if requested to do so).
- (c) If the Bank does not receive any written notification pursuant to Clause (14b)(iii) within 21 days from the date of the Statement of Account, then, at the end of the said 21 days, the Account as kept by the Bank shall be conclusive evidence, without any further proof, that, except as to any alleged errors so notified, the Account contains all credits that should be contained therein and no debits that should not be contained therein and all the entries therein are correct and further the Account Holder shall be bound by such entries in the Account and the Bank shall be free from all claims in respect of the Account. Notwithstanding the foregoing, the Bank reserves the right upon giving notice to the Account Holder to add to and/or alter the entries in the account in the event of missing and/or incorrect entries or amounts stated therein.

## **DISCLOSURE**

15. The Account Holder consents to the Bank disclosing information concerning the money or other relevant particulars of the account:
- (i) to any person or organization providing electronic or other services to the Bank's customers, whether in Singapore or outside Singapore for the purpose of providing the said services including but not limited to investigating discrepancies, errors or claims;
  - (ii) to the police or any public officer conducting an investigation in connection with any offence; and
  - (iii) to banks, financial institutions or credit reference agents. This is only for credit information in respect of the Account Holder; and further consents to the bank disclosing to its stationery printer or agent the Account Holder's particulars required for the purpose of printing personalized cheques or any other document.

## **JOINT ACCOUNTS**

16. For joint accounts, the Account Holder shall be jointly and severally liable for all liabilities incurred on or debit balances in the Account and upon the death or bankruptcy of any of the Account Holders, the Bank may in its absolute discretion suspend the account.

## **SPECIAL PROVISIONS FOR PARTNERSHIPS**

17. (a) Where the Account Holder is a partnership, upon the charge of the firm's constitution by death or resignation or bankrupt or otherwise of a partner, the Bank may, in the absence of written notice to the contrary treat the remaining partner as having full power to carry on the business of the firm and to deal with the Account as if they had been no change in the firm's constitution.
- (b) All provisions herein contained shall bind all partners jointly and severally notwithstanding any change in the constitution, or name of the firm or the admission of any new partner or modification or termination of any power of any partner.

## **ACCOUNT "IN TRUST"**

18. The Bank is not required to recognize any person other than the Account Holder as having any interest in the Account. If the Bank should open the Account in the Account Holder's name "in trust" or "as nominee" or using some similar designation, whether or not for a specified third party, the Bank will accept cheques and other payment orders and other instructions relating to the Account from the Account Holder only and will not be required to obtain any consent from or see to the execution of any trust for any person, unless the Bank otherwise expressly agrees in writing.

## **PLACE OF PAYMENT**

19. All moneys in the Account will be payable solely at the Bank's branch in Singapore where the Account is maintained.

## **BANK'S AGENTS**

20. The Bank may use the services of any bank or agent in any location it deems advisable in connection with any collection for or other banking business of the Account Holder. Such bank or agent is deemed to be the agent of the Account Holder and the Bank shall not, in any circumstances, be responsible or liable to the Account Holder by reason of any act or omission of any such bank or agent, or by reason of loss, theft, destruction or delayed delivery of any instrument while in transit or in the possession of such bank or agent. All charges incurred by the Bank will be for the Account Holder's account.

## **CHARGES AND RIGHT OF DEBIT**

21. (a) The Bank may impose such charges as it may determine for any service provided by the Bank and on any account with credit balance below minimum balance prescribed by the Bank from time to time for such accounts. The Bank will make available the current rates of charges upon request.

**Authorized Signature(s) & Stamp:**

- (b) Any payment by the Account Holder under the Rules shall be made free and clear of and without any deduction in respect of any tax or similar levies. In the event that any goods and services tax whatsoever ("GST") which expression shall include any tax of a similar nature that may be substituted for or levied in addition to it by whatsoever named called is now or hereafter chargeable by law on any payment hereunder, the Account Holder shall pay such GST in addition to all other sums payable hereunder or relating hereto. If the Bank is required by law to collect and make payment in respect of such GST, the Account Holder agrees to indemnify the Bank against the same.
- (c) The Account Holder authorizes the Bank to debit the Account at any time with interest and all amounts payable to the Bank.

#### **BANK SECURITY RIGHTS**

22. When the Bank accepts or incurs any liability at the request of the Account Holder, or when the Account is overdrawn, any funds, documents, instruments, chattels, bond, debentures, shares or other securities and other valuables held by the Bank in the name of the Account Holder (hereinafter called "Collateral") including Collateral in safe custody shall automatically be deemed to be pledged and charged to and constitute continuing security to the Bank for discharge of such liability and repayment of such overdraft. The Bank shall have the right to retain such Collateral (even if this necessitates the dishonouring of the Account Holder's cheques), or any part thereof until the liability and/or overdraft is discharged and/or repaid.

#### **RIGHT OF SET-OFF**

23. The Bank shall be entitled at any time without notice, to combine or consolidate all or any account of the Account Holder or all or any account in the name of any one or more of the Account Holders and set-off any credit balances (whether matured or not) in any one or more such accounts wheresoever situated including those in overseas branches against any liabilities of the Account Holders or of any one or more of them on any other account or in any other respect whatsoever, whether such liabilities be present or future, actual or contingent, primary or collateral, and several or joint. Where such set-off requires the conversion of one currency into another, such conversion shall be calculated at the spot rate of exchange (as conclusively determined by the Bank) on the date of set-off. Furthermore, the Bank shall be entitled in the event of any breach by the Account Holder of these Rules or any default under or non-payment of any other debt, obligation or liability of the Account Holder to the Bank of whatsoever nature or kind, to sell any Collateral (as defined in Rule 21) by way of public or private sale without any judicial proceedings whatsoever, and retain from proceeds derived therefrom the total amount remaining unpaid, including all costs, legal fees and costs (on a full indemnity basis), charges and other expenses incidental to such sales. The Account Holder will immediately upon demand pay to the Bank the amount of any deficiency.

#### **INDEMNITY BY CUSTOMER**

24. The Account Holder agrees to indemnify the Bank for all losses, costs, damages, claims and expenses, including legal fees and costs (on a full indemnity basis), howsoever suffered or incurred by the Bank:
- In the performance of its functions as banker for the Account Holder including as collecting banker guaranteeing any endorsement or discharges on a cheque, bill, note, draft, dividend warrant or other instrument presented for collection and such guarantee shall be deemed to have been given at the Account Holder's request; and
  - In connection with the Bank's enforcement of its rights under these Rules or as a result of any non-compliance of these Rules by the Account Holder.

#### **COMMUNICATION**

25. (a) The Account Holder shall notify the Bank immediately upon any change of relevant particulars such as authorized signatures, addresses, partners (for partnership accounts), Memorandum and Articles of Association (for company accounts) and constitution and/or rules (for societies, clubs and other unincorporated associations).
- (b) All notices to and communication with the Account Holder and dishonoured cheques and other instruments may be sent by post, hand-delivery or such other manner as the Bank deems fit to the last address notified to the Bank and shall be deemed to have been received by the Account Holder on the day following such posting or on the day when it was so delivered.

#### **FORCE MAJEURE**

26. The Bank may suspend operations of any or all accounts and/or service if as a result of force majeure, any calamity or condition, industrial actions, computer breakdown or sabotage, or any other reason whatsoever, the Bank's customer record, accounts or services are not available or access to such records, accounts, services is hindered.

#### **DIMINUTION AND UNAVAILABILITY OF FUNDS**

27. The Bank shall have no responsibility or liability to the Account Holder for any diminution in the value of funds due to taxes, depreciation or fluctuation in exchange rates, or for the unavailability of funds due to restrictions on convertibility, requisitions, involuntary transfers, distraints of any character, acts of war or civil strife or other causes beyond the Bank's control. If the relevant currency's country of origin restricts availability, credit or transfers of such funds the Bank will have no obligation to pay to the Account Holder the funds in the account whether by way of draft or cash in the relevant currency or any other currency.

#### **CREDIT LINE**

28. (a) Where the Account Holder maintains a Deposit Account with the Bank, he may request on the Bank's prescribed form for a credit line to be granted at the Bank's sole discretion and on such terms and conditions and for such amount as the Bank may determine PROVIDED the Deposit Account is not already pledged or charged as security or otherwise encumbered in any way.
- (b) Interest will be charged on the amount of the credit line utilized and at such rates and with such rests as may be specified by the Bank from time to time. Where the amount utilized exceeds the credit line, additional interest will be charged on the excess at such rates and with such rests as the Bank may determine.
- (c) The Bank shall be at liberty without affecting its rights, at any time and from time to time without notice to the Account Holder, determine or vary the credit limit extended herein.
- (d) The Account Holder hereby authorizes the Bank to renew, without notice to the Account Holder, the deposits in the Deposit Account upon maturity for a similar period at the prevailing rate.
- (e) Where a credit line has been granted, the Bank, in addition to any lien, right of set-off or other right conferred by law or otherwise, shall have a continuing right from time to time and at any time at the Bank's discretion, without prior notice or demand and without any restriction whatsoever, to set-off and transfer all or any part of the money in the Deposit Account in or towards payment or discharge of all or any monies or liabilities whether actual or contingent now or hereafter due, owing or incurred to the Bank by the Account Holder

**Authorized Signature(s) & Stamp:**

in relation to such credit line whether as principal or surety (hereinafter “the Outstandings”) notwithstanding that the Deposit Account may not have matured, and whatever the currency of the Outstandings may be and for that purpose (without prejudice to the generality of the foregoing) the Bank may effect such combination or consolidation of accounts as the Bank may think fit. If any of the Outstandings are in a different currency from that of the Deposit Account , the Bank may apply the sums in the Deposit Account or any part thereof in purchasing the currency of the Outstandings at its own rate of exchange then prevailing.

- (f) Until the Outstandings have been fully discharged the Account Holder shall not withdraw any sums from the Deposit Account PROVIDED THAT where the amount in the Deposit Account exceeds the then prevailing Outstandings, the Account Holder may withdraw such part of the Deposit Account which is in excess of the Outstandings whereupon the credit limit may be adjusted accordingly.
- (g) The term “Deposit Account” used herein shall include Singapore Dollar and Asian Currency Unit fixed deposit accounts.

#### **GENERAL**

- 29. Words importing a person import also a sole-proprietorship, partnership or corporation. Where the account is in the name of two or more persons, the term “Account Holder” shall refer to such persons jointly and severally. “Business day” refers to a day where the Bank and the major financial center for the relevant foreign currency are open for business. The headings to these Rules are for ease of reference and have no legal effect.

#### **AMENDMENTS**

- 30. (a) The Bank reserves the right from time to time and without notice to make such further rules and regulations and such changes in the Rules as it may in its absolute discretion deem necessary or desirable. Amendments or changes to these Rules may be made by displaying notice thereof in the Bank’s premises where the Account is maintained, or by advertising the same in a daily newspaper circulating in Singapore, or by posting notice thereof by ordinary mail to the last known address of the Account Holder. The Account Holder shall be bound by the amendment or the new Rule(s) from the date of such display, advertisement or posting.
- (b) If the Account Holder does not accept any addition, alteration, variation or modification to these Rules, the Account Holder shall discontinue operating the Account and shall promptly close the Account. If the Account Holder continues to operate the Account after such notification, the Account Holder shall be deemed to have agreed to the addition, variation or modification without reservation.

#### **APPLICABLE LAW AND PROCEEDING**

- 31. These Rules shall be governed by and construed in accordance with the laws of Singapore and the Account Holder irrevocably submits to the non-exclusive jurisdiction of the Courts of Singapore. Any proceedings whatsoever for the recovery and/or enforcement of any monies claimed to be due from the Bank shall be instituted by the Account Holder solely in the courts of Singapore unless the Bank otherwise agrees in writing and any judgement or order of court made against the Bank shall not be enforceable or executed against any overseas branch of the Bank.

**Authorized Signature(s) & Stamp:**



To :



**Mega International Commercial Bank  
SINGAPORE BRANCH**

**CERTIFIED COPY OF RESOLUTION**

At a Meeting of the Board of Directors of \_\_\_\_\_

on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ the following Resolutions were passed :

**Appointment of Bankers and Opening of Accounts**

1. That Mega International Commercial Bank, Singapore Branch (hereinafter referred to as “the Bank”) be and are hereby appointed Banker’s of the Company (hereinafter referred to as “the Company”).
2. That an account current or accounts current or any other account or accounts necessary for the carrying on of the business of the Company be opened with the Bank and that any \_\_\_\_\_ of the following persons be authorized on behalf of the Company to operate such account or accounts :

_____	_____	_____
Name	Designation	I.D./Passport No.
_____	_____	_____
Name	Designation	I.D./Passport No.
_____	_____	_____
Name	Designation	I.D./Passport No.
_____	_____	_____
Name	Designation	I.D./Passport No.
_____	_____	_____
Name	Designation	I.D./Passport No.

**Deposits and Withdrawals**

3. That the Bank be instructed to honour all cheques or other orders which may be drawn by the Company which may be signed on behalf of the Company and to debit such cheques and orders to the Company’s account or accounts whether such account or accounts be for the time being in credit or overdrawn or may become overdrawn in consequences of such debit, provided such cheques or orders are signed by the authorized person or persons mentioned in paragraph 2 hereof.

**Bills and Notes**

4. That the Bank be instructed to honour all bills accepted and promissory notes made on behalf of the Company and to debit such bills and notes to the Company’s account or accounts whether such account or accounts be for the time being in credit or overdrawn or may become overdrawn in consequence of such debit provided such bills or notes are signed by the authorized person or persons mentioned in paragraph 2 hereof.

**Authorized Signature(s) & Stamp:**

**Authority to Pay**

5. That the Bank is hereby authorized to pay such instructions as mentioned above without inquiry as to the circumstances of issue or the disposition of the proceeds even if drawn to the individual order of any signing person or persons, or payable to the Bank or others for his/their account or accounts or tendered in payment if his/their obligation or obligations, and whether drawn against an account in the name of the Company or in the name of any officer or agent of the Company AND such signature or signatures shall be a sufficient authority to the Bank and shall bind the Company in all transactions between the Bank and the Company including those specifically referred to.

**Bank’s Rules governing the operation of Current Accounts**

6. That we are bound by the Bank’s Current Account Rules a copy of which has been furnished to us, and by any subsequent amendments, variations and additions as the Bank may in its absolute discretion and without notice make from time to time.

**Loans, Overdraft Credits and Securities**

7. That any \_\_\_\_\_ of the following person(s) is/are hereby authorized on behalf of the Company :

_____	_____	_____
Name	Designation	I.D./Passport No.
_____	_____	_____
Name	Designation	I.D./Passport No.
_____	_____	_____
Name	Designation	I.D./Passport No.
_____	_____	_____
Name	Designation	I.D./Passport No.
_____	_____	_____
Name	Designation	I.D./Passport No.

- (a) To borrow money and obtain credit for the Company from the Bank on any terms and to sign make and deliver on behalf of the Company notes, drafts, acceptances, instruments of guarantee, agreements, forms of deposit and withdrawals, Letters of Trust and Hypothecation and any other obligations, undertakings, instructions, indemnities, and counter indemnities and any other documents which may be required by the Bank in connection with the Company’s business and in a form satisfactory to the Bank.
- (b) To pledge, assign and deliver, as security for money borrowed or credit obtained, stocks, bonds, bills receivable, accounts, debentures, mortgages, merchandise, bill-of-lading, warehouse receipts, insurance policies, certificates, and any other property held by or belonging to the Company with full authority to endorse, assign or guarantee the same in the name of the Company.
- (c) To discount any bills receivable or any document held by the Company with full authority to endorse the same in the name of the Company.
- (d) To withdraw from the Bank and give receipts for and deal with and to authorize the Bank to deliver to bearer or to one or more designated persons, all or any documents and securities or other property held by it, whether held as security or for safe-keeping or for any other purpose, and
- (e) To authorize and request the Bank to purchase or sell for account of the Company, stocks, bonds and other securities.

**Memorandum and Articles**

8. That the Bank be furnished with a certified copy of the Company’s Memorandum and Articles of Association and with copies of any amending special resolutions that may from time to time be passed.

**Authorized Signature(s) & Stamp:**

**List of Directors and Officers**

9. That the secretary of the Company be, and hereby is, authorized to certify to the Bank the names of the present officers of the Company and other persons authorized to sign for it and the offices respectively held by them, together with specimens of their signatures, and in case of any change of any holder of any such office or holders of such offices, the fact of such change and the names of any new officers and their respective offices respectively held by them, together with specimens of their signatures; and the Bank be, and hereby is, authorized to honour any instrument or document signed by any new officer or officers in respect of whom it has received any such certificate or certificates with the same force and effect as if such officer or officers were named in the foregoing Resolution in the place of any person or persons with the same office or offices.

**Amendment**

10. That these Resolution be communicated to the Bank and remain in force until an amending resolution be passed by the board of directors and a certified copy thereof communicated to the Bank and that until such resolution be received by the Bank the Bank shall be indemnified and saved harmless from any loss suffered or liability incurred by it (including legal costs on a full indemnity basis) continuing to act in pursuance of these Resolutions.

I/We HEREBY CERTIFY that the foregoing Resolutions have been duly passed and entered in the minutes book and signed therein by the Chairman of the Meeting of the Board of Directors and are in accordance with the Articles of the Company and that the Company is a public/private company.

I/We, \_\_\_\_\_  
 \_\_\_\_\_ HEREBY FURTHER CERTIFY that the present  
 Officers of the said Company authorised as aforesaid and the offices respectively held by them and their respective  
 signatures are as follows :

<u>Name</u>	<u>Designation</u>	<u>I.D./Passport No.</u>	<u>Signature</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Dated this \_\_\_\_\_ day of \_\_\_\_\_ (month) \_\_\_\_\_ (year)

\_\_\_\_\_  
**Signed By \*Chairman/Director of the Company**

\_\_\_\_\_  
**Signed by Secretary of the Company**

*\*Delete Inapplicable*



**Mega International Commercial Bank**  
**SINGAPORE BRANCH**  
**80 Raffles Place #23-20 UOB Plaza II Singapore 048624**  
**Tel : 65-62277667 Fax : 65-62271858**

**APPLICATION TO OPEN AN ASIAN CURRENCY UNIT  
FIXED DEPOSIT ACCOUNT**

Customer No. ( for Bank's use)

\_\_\_\_\_

Currency: \_\_\_\_\_

Period : \_\_\_\_\_

Name of Company/Individual : \_\_\_\_\_

Country of Incorporation/Nationality : \_\_\_\_\_

Registered No./P.P.No. : \_\_\_\_\_

Registration Address : \_\_\_\_\_

Date of Registration/Birth : \_\_\_\_\_

Mailing Address : \_\_\_\_\_

Telephone Number : \_\_\_\_\_

Telex Number : \_\_\_\_\_ Fax Number : \_\_\_\_\_

**Signature(s) of Company Chairman/Director** : \_\_\_\_\_

1. I/We, \_\_\_\_\_ request and authorize you, Mega International Commercial Bank, Singapore Branch ("Bank"), to open a fixed deposit account in our name \_\_\_\_\_ and at any time subsequently to open such further fixed deposit account/s in our name as we may direct.

2. I/We authorize and request you :

To honour and comply with all instructions in writing signed by my/our authorized signatory/signatories in accordance with the signature requirement as stated herein, including but not limited to instructions relating to withdrawals and renewal of deposits, payments and transfer of funds from one fixed deposit account to any other fixed deposit account opened by me/us with you.

To accept for credit of any of my/our account/s any cheque, draft, bill of exchange, promissory note or other instrument made payable to me/us.

To act on any instructions in writing with regard to the purchase or sale of or other dealings in any foreign currency and to act on any instructions with regard to any transactions of any kind or with regard to any of my/our signed by my/our authorized signatory/signatories in accordance with the signature requirement as stated herein.

To debit at any time and from time to time any of my/our account/s with any and all sums, obligations and liabilities (including commission, service charges, interest, fees, costs, and expenses) owed or otherwise payable by me/us to you.

3. The conditions contained herein shall apply to each and every deposit account opened by you in my/our name.

4. I/We confirm that the information contained herein is true, correct and complete and I/We authorize you to verify the information from any other sources as you may consider appropriate. I/We undertake to notify you in writing of any change(s) in the information contained herein within fourteen (14) days of the change(s) taking place.

5. I/We have read and understood the Rules of the Bank governing Asian Currency Unit (ACU) Fixed Deposit Accounts, a copy of which has been furnished to me/us. I/we agree to abide by the Rules and such amendments, alterations or variations thereof as may be introduced by the Bank from time to time.

6. (For Corporation Account)

The authority and requests contained herein shall remain in full force and effect and shall be binding on us until and unless a copy of an amending resolution passed by our Board of Directors and certified by the Chairman and the Secretary to the effect that the said authority and requests are cancelled is communicated to you, and not otherwise; and such copy of the amending resolution purporting to be certified as correct by the Chairman and the Secretary shall as between you and us be conclusive evidence of the passing of the resolution so certified.

**7. The fixed deposit account and subsequent fixed deposit account/s opened by you in my/our name shall be established and operated by my/our authorized signatories as follows :**

Name	Designation	Specimen Signatures
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature Requirement :  Single  Any \_\_\_\_\_ of Above \_\_\_\_\_ to sign  all to sign jointly

**Company Stamp :** \_\_\_\_\_ **Signed by chairman/director :** \_\_\_\_\_

===== FOR BANK'S USE =====

Attended by : \_\_\_\_\_

Date : \_\_\_\_\_

Checked by : \_\_\_\_\_

Date : \_\_\_\_\_

Approved by : \_\_\_\_\_

Date : \_\_\_\_\_



Mega International Commercial Bank  
SINGAPORE BRANCH

***RULES GOVERNING ASIA CURRENCY UNIT (ACU)  
FIXED DEPOSIT ACCOUNTS***

1. Mega International Commercial Bank, Singapore Branch (hereinafter referred to as “Bank”) may at any time and as its sole discretion refuse to accept any deposit or limit the amount which may be deposited into the Asian Currency Unit (ACU) Fixed Deposit Account of a customer (hereinafter referred to as the “Account”) and/or return all or any part of any deposit.
2. All deposits into the Account shall be made in such currency as Bank may determine in its discretion and shall be not less than the minimum and amount for such currency fixed by Bank from time to time.
3. All foreign currency notes, cheques, drafts and other instruments deposited into the Account are subject to charges which Bank may charge therefor (and such charges may be deducted from the proceeds). Cheques, drafts and other instruments shall be on collection basis and the proceeds (less any charges which Bank may deduct therefrom) will only be credited to the Account upon confirmation of receipt of such funds by Bank which will then issue a deposit confirmation ( hereinafter referred to as the “Deposit Confirmation”).
4. Cheques, drafts and other instruments deposited by the customer which have been dishonoured may be returned by ordinary post to the customer at his own risk and Bank shall be entitle to fully recover from the customer all costs and expenses arising from or connected with the dishonour.
5. United States Dollars (hereinafter referred to as “US\$”) deposits will be accepted for value on the day the currency is purchased from or received by Bank. Deposits in other currencies will be accepted for value on the next trading day or second trading day.
6. Any placement of deposit must be accompanied with placement period and maturity instructions from the customer. If there are no such instructions by the customer, Bank will exercise its discretion to place the deposit for any period and automatically renew the deposit and accrued interest upon its maturity at such interest rate as shall be determined by Bank for a similar period.
7. In the case where placement and maturity instructions are given by the customer, the deposit and accrued interest will automatically be renewed on maturity as such interest rate as shall be determined by Bank for a similar period unless the customer instructs Bank otherwise in writing. On renewal, a new Deposit Confirmation will be issued which will supersede the earlier confirmation.
8. Deposit transactions will only be accepted on a trading day. A trading day is defined as any day from Monday to Friday excluding public holidays or banking holidays in the Republic of Singapore or the principal financial centre for the currency concerned.
9. A deposit may be withdrawn only on maturity as specified in the relevant Deposit Confirmation. Withdrawal of the deposit whether partially or in full before maturity may be made only with the consent of Bank and upon such terms and conditions as Bank, in its absolute discretion, deems fit.
10. Repayment of deposit upon maturity or payment of interest due to the customer shall be by demand draft or telegraphic transfer, subject only to postage and cable charges. Requests for repayment of deposit upon maturity or payment of interest due to the customer by other means or in foreign currency notes (i.e. currency notes in a currency other than Singapore Dollars) shall be complied with subject to their availability and at the discretion of Bank. If payment is to be made to a third party, Bank’s normal charges for outward remittance shall apply in addition to postage and cable charges. Bank may as its discretion deduct all the relevant charges from the proceeds of the deposit before payment is made.
11. The customer must give clear and specific instructions in writing duly signed by him with regard to the renewal, withdrawal and /or disposal of a deposit on maturity. Such instructions must be received by Bank two (2) trading days before maturity. Bank shall be entitled to refrain from carrying out such instructions if the signature on any such document appears to Bank to differ from the specimen signature of the customer or his authorized signatories. All alterations amendments or modifications in such instructions must be confirmed by full signature and bank may in its discretion refuse to make payment when the alterations are confirmed by initials only. Bank shall not be responsible or liable for any loss or damage to the customer by reason of any compliance or non-compliance by Bank where such instructions are incomplete or ambiguous or where the amount of the deposit is insufficient to cover the total of Bank’s charges and the amount specified in such instructions.
12. No part of the deposits in the Account can be assigned, transferred, charged or pledged to any person other than Bank whether by endorsement of the Deposit Confirmation or otherwise.
13. The interest rates payable by Bank on the deposits shall be determined by Bank from time to time.
14. (a) If the Account is opened in the names of more than one individual, Bank shall, unless it receives instructions in writing to the contrary, be deemed to hold any credit balance(s) in the Account for the account-holders as joint tenants with a right of survivorship without prejudice to any right Bank may have in respect of such balance(s) arising from any lien charge pledge set-off counterclaim or otherwise whatsoever Bank may have, or to any step Bank may deem is desirable to take in view of any claim by any person other than the surviving account-holder(s).

- (b) If ambiguous or conflicting instructions are received by Bank from the customers Bank shall act only upon the instructions of all the customers and until such instructions are received, Bank shall decline to act without being liable to the customers.
- (c) All the liabilities and obligations of the customers to Bank in respect of such an Account shall be joint and several, and each of the customers agrees with Bank and each other that that customer is a principal and original debtor both as regards Bank and as regards each of the other customer(s) for all liabilities and obligation.
- (d) The other Rules contained herein shall apply in like terms to all and each of the customers in whose names such Account has been opened, and references in those other Rules to the customer include references to the customers and any of them.
15. In addition to any general lien or similar right to which Bank may be entitled by law, it shall be entitled at any time and without notice to the customer to combine, consolidate or merge all or any of the customer's accounts with, and liabilities to, Bank (whether in Republic of Singapore or elsewhere) whether to the credit of any such accounts in or towards satisfaction of any of the customer's liabilities to Bank on any account or in any other respect whether such liabilities be actual or contingent, primary or collateral, several or joint and whether presently payable or not, and may do so notwithstanding that the balances on such accounts and the liabilities may not be expressed in the same currency and Bank is hereby authorized to effect any necessary conversions at Bank's own rate of exchange then prevailing.
16. Nothing in the arrangements between Bank and the customer shall be treated as constituting an implied agreement, restricting or negating any lien, charge, pledge, right of set-off or other right Bank may have existing or implied by law.
17. Bank shall abide by its statutory obligation to keep confidential information pertaining to the Account. By signing the Account opening application form, the customer expressly consents to Bank disclosing information concerning the money or other relevant particulars of the Account:
- (a) to any person or organization participating in the provision of electronic, or without limitation, other services utilized by the customer, whether in Singapore or outside Singapore for the purpose of the operation of the said services including but not limited to investigating discrepancies, errors or claims; and
- (b) to the police or any public officer conducting an investigation to connection with any offence; and further consents to Bank disclosing to its stationery printer or agent the customer's particulars required for the purpose of printing any relevant documents.
18. (a) Bank may, at its discretion, at any time (even before the maturity of the deposit) without assigning any reason therefore, close the Account by giving seven (7) days' notice in writing to the customer.
- (b) Upon such closing of the Account, Bank shall return to the customer the credit balance, if any, on the Account together with interest payable on the deposit up to the date of the closing of the Account.
- (c) The customer hereby acknowledges and agrees that Bank shall not be liable to the customer for any loss of profits or any other loss directly or indirectly caused by the aforesaid closing to the Account.
19. Bank will use reasonable endeavours to comply with and fulfill any instructions the customer may give Bank concerning the operation of the Account or in respect of any transaction relating to foreign currency but the customer hereby acknowledges and agrees that Bank will not be liable for any loss that the customer may suffer whether directly or indirectly as a result of any inability or failure on Bank's part to comply with or fulfill any such instructions. Without prejudice to the generality of the foregoing, the customer hereby acknowledges and agrees that Bank will not have any responsibility for or liability to the customer for any diminution in the value of funds due to taxes or depreciation or for the unavailability of such funds due to restrictions on convertibility, requisitions, involuntary transfers, distraints of any character, exercise of governmental or military powers, war strikes or other causes beyond Bank's control. In addition, if the currency's country of origin restricts availability, credit or transfers of such funds Bank will have no obligation to pay to the customer the funds in the Account, whether by way of demand draft, telegraphic transfer or cash in the relevant currency or any other currency.
20. Without prejudice to any other provisions herein, in the absence to bad faith of Bank, the customer agrees that Bank shall not be under any liability for any loss or liability incurred or sustained by the customer unless the same is due to the willful default of Bank and the customer agrees to indemnify Bank and its agents and employees against and hold the same blameless from any expenses, liabilities, claims and demands arising out of anything lawfully done by Bank or its agent or employees in acting hereunder, and Bank will not be responsible for any delays in the transmission of orders due to a breakdown or failure of transmission of communication facilities.
21. Bank may at its discretion (but without obligation to do so, save in respect of instructions given in accordance with paragraph 11 herein) rely on any instructions or communications from time to time given or made or purported to be given or made to Bank by the customer or his agent, whether by post, telex, telegraph, cable or any other electronic means in connection with the customer's dealings or transactions with Bank including without limitation the transfer of funds and foreign exchange, buy and sell orders, and any taken by Bank pursuant to such instructions or communications shall be binding on the customer; and the customer agrees to indemnify and hold Bank harmless from and against all actions, proceedings, liabilities, claims, demands, losses, damages, charges a costs resulting directly or indirectly from Bank's reliance in good faith on any instructions or communications.
22. Reports, written confirmations, notices, and any other communications be transmitted to the customer at the address given in the Account opening application form, or at such other address as the customer shall notify Bank in writing, and all communications so transmitted, whether by mail, messenger or likewise shall be deemed transmitted when deposited in the mail, or when received by a transmitting agent, whether actually received by the customer or not.
23. Bank may in its discretion add on to, amend or alter any of the foregoing terms and conditions at any time and from time to time.
24. The Rules shall be governed by and construed in accordance with the laws of Singapore and the customer, by signing the Account opening application form, submits to the non-exclusive jurisdiction of the Courts of Singapore and agrees that service of legal process may be effected by registered mail to the last address notified to Bank by the customer.

To :



Mega International Commercial Bank  
SINGAPORE BRANCH

**CERTIFIED COPY OF RESOLUTIONS**

At a meeting of the Board of Directors of \_\_\_\_\_

on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ the following resolutions were passed : -

1. that a fixed deposit account in the name of the Company be opened with Mega International Commercial Bank, Singapore Branch (“Bank”).
2. that the fixed deposit account and any other (fixed or call) deposit accounts which may be subsequently opened with Bank shall be established and operated \*singly/jointly by the following persons (the “Authorised Singatories”). The authority hereby conferred includes (but shall not limited to) authority for accepting and signing for and on behalf of the Company, application forms and all other documents relating to the opening and operation of the account(s).

Name	Designation	I.D./Passport No.	Signature
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

3. that a copy of resolution of the Board if purporting to be certified as correct by the Chairman and the Secretary shall as between Bank and the Company be conclusive evidence of the passing of the resolution so certified.
4. that these resolutions be communicated to Bank and remain in force until an amending resolution shall be passed by the Board of Directors and a copy thereof certified by the Chairman and the Secretary be communicated to Bank.

**Signed By Secretary:** \_\_\_\_\_

Secretary Name :

**Signed by Chairman:** \_\_\_\_\_

Name :



# Declaration of Tax Status for Corporate Account

## **IMPORTANT**

To enable us to determine whether Singapore withholding tax should be deducted from interest paid/credited to you in compliance with the Singapore Income Tax Act, Cap 134, we would be grateful if you would complete the following declaration by ticking ( ✓ ) in the appropriate boxes provided.

Based on your declaration, the Bank will determine whether any interest payable to you is subject to withholding tax.

Please note that you might be deemed to be subject to Singapore withholding tax at the prevailing corporate tax rate if this declaration is not duly completed.

The notes overleaf are provided purely as a guide. You should seek professional advice from your tax consultants should you be uncertain of how to make the declaration or its tax implications.

This form should be signed by an Authorised Signatory.

## **To: Mega International Commercial Bank Co., Ltd, Singapore(“The Bank”)**

We hereby declare that :

- |   | Yes                      | No                       |
|---|--------------------------|--------------------------|
| 1. The control and management of the company’s business is exercised in Singapore.  | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. The company has received a withholding tax waiver letter from The Inland Revenue Authority of Singapore<br>(If yes, please provide us with a certified true copy). | <input type="checkbox"/> | <input type="checkbox"/> |

If the answer to 1 or 2 is Yes, please skip questions 3 and 4.

- |  |                          |                          |
|--|--------------------------|--------------------------|
| 3. The company has a permanent establishment in Singapore. | <input type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|

If the answer to question 3 is Yes, please complete question 3a)

- |  |                          |                          |
|--|--------------------------|--------------------------|
| a) The funds placed with the Bank are obtained from a Singapore operation.                     | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. The company is carrying on a business in Singapore by itself or in association with others. | <input type="checkbox"/> | <input type="checkbox"/> |

We hereby declare that the information given in this declaration form is true and correct. We undertake to notify the Bank in writing immediately of any change in the status declared above.

We agree that we shall be solely responsible for ensuring the accuracy and completeness of the information declared above and Bank shall not be obliged to verify the accuracy and completeness of such information. We acknowledge and agree that the Bank shall not be responsible for any loss or damage suffered by us as a result of the above information being inaccurate or incomplete in any way. We further agree to indemnify the Bank in full against any loss arising out of or in relation to any claim, demand, action or proceeding which maybe made against the Bank and/or any damage, liability, loss and expense (including legal costs on a full indemnity basis) which the Bank may incur or suffer directly or indirectly in acting or relying upon the above information.

Name of company: \_\_\_\_\_

Registration number/ \_\_\_\_\_ Country of \_\_\_\_\_

Business registration number: \_\_\_\_\_ incorporation: \_\_\_\_\_

Registered address: \_\_\_\_\_

Business address: \_\_\_\_\_

**Authorized Signatory:** \_\_\_\_\_

Name and designation: \_\_\_\_\_ Date: \_\_\_\_\_

# **Declaration of Tax Status for Corporate Account**

## **Explanatory notes:**

**1. Under the Singapore Income Tax Act, a non-resident company is subject to withholding tax on interest earned from deposits if:**

- a) it is a permanent establishment (including a branch) in Singapore or is carrying on a business in Singapore by itself or in association with other; or**
- b) the funds placed with the Bank are obtained from a Singapore operation.**

**The withholding tax rate is at the prevailing Singapore corporate tax rate.**

**A non-resident company could have obtained a waiver from the inland Revenue Authority of Singapore (IRAS) to waive the requirement to withhold tax. A copy of the waiver letter from IRAS should be presented to the Bank so that we will not deduct any withholding tax from interest paid/credited to you.**

## **2. Control and management**

**A company, whether incorporated locally or overseas, is considered to be a resident in Singapore for tax purposes if its effective control and management (as opposed to day-to-day administration) is exercised in Singapore. As a general rule, the place of residence of a company is where the Directors of the company manage and control its business and where they hold their board meetings.**

## **3. Permanent establishment**

**Permanent establishment is a fixed place where the business is wholly or partly carried on, including a place of management, a branch, an office, a warehouse, a building or work site or a construction, installation or assembly project in Singapore.**

**In addition, a company shall be deemed to have a permanent establishment if that company has another person acting on its behalf in Singapore who:**

- a) habitually exercises an authority to conclude contracts;**
- b) maintain a stock of goods or merchandise for the purpose of delivery on behalf of that company; or**
- c) habitually secures orders wholly or almost wholly for that company or such other enterprises as are controlled by that company.**

## **4. Carrying on a business in Singapore**

**The following activities within Singapore may suggest that the company is carrying on a business in Singapore:**

- a) If contracts are concluded in Singapore and are performed partly or wholly here.**
- b) If the property in goods passes in Singapore or the performance of services takes place here.**
- c) If stocks of goods are maintained here.**
- d) If manufacturing, contracting and similar operations are carried on in Singapore.**
- e) If receipts of proceeds of sales or services are in Singapore, but only if such receipts are in association with one or more of the other activities stated earlier.**
- f) If services are performed or provided in Singapore.**

**Authorized Signature(s) & Stamp:**

To: **MEGA INTERNATIONAL COMMERCIAL BANK CO., LTD.**

**80 Raffles Place  
#23-20 UOB Plaza II  
Singapore 048624  
(the “Bank”)**

Dear Sirs,

**RE: AUTHORISATION AND INDEMNITY FOR FACSIMILE AND OTHER ELECTRONIC INSTRUCTIONS FOR OPERATION OF BANK ACCOUNT (ver. 2018/8)**

1. I/We request and authorise the Bank to rely and act upon, as original, with or without independent verification, document(s) that we transmit to the Bank by facsimile or any other electronic communication acceptable to the Bank. I/We hereby irrevocably and unconditionally agree that the Bank may, but is not obliged to, accept and deem as original in all respect and for all purposes any document(s) received from me/us through facsimile or electronic transmission, which on its face bears the approved authorised signatory(ies)/signature(s) which appears, in the Bank’s sole and absolute discretion to be similar to the specimen signature cards held with the Bank (the “Authorised Signatory(ies)”).

2. The Bank shall be authorized to process the following transaction(s) via facsimile or Electronic Transmission withdrawal, limited to the amount of US\$\_\_\_\_\_ or equivalent foreign currency, for each transaction, and to transfer the funds to a third party’s account as per the instructions of the undersigned.

- Fund Transfer
- Foreign Exchange Settlement
- Foreign/Local Remittance

3. I/we agree that the Bank may, but shall not be under any duty to, seek confirmation of any facsimile or electronic instructions prior to acting upon them. Such confirmation may be obtained by telephoning any Authorised Signatory(ies) or any of the following contact persons at the following number(s):

Names of contact persons	Telephone Number(s)

I/we agree to inform the Bank in writing of any changes to the contact persons and/or the telephone number(s).

4. I/we undertake and further agree that if the Bank has tried but has failed to make contact with a signatory named in paragraph 3 above for any reason or has not been supplied with the confirmation of the facsimile or electronic instruction which has been requested, the Bank may in its absolute discretion refuse to act upon the instruction concerned.

5. The Bank is entitled (but not bound) to rely upon and deem the document(s) received by facsimile or other communication channels as an original instrument, authorised by and binding upon me/us in all respects and for all purposes without waiting for a confirmation by letter or the original instruction in writing or any inquiry as to the authority or identity of the person(s) giving or making or purporting to give or make such notice, demand, instruction or other communication and regardless of the circumstances prevailing at the time of such notice, demand, instruction or other communication.
6. In the event of any discrepancy between any fax or electronic instructions received and acted on by the Bank and a hard copy of the same, the fax or electronic instructions received and acted on by the Bank shall be deemed to be the conclusive evidence of instructions given by me/us.
7. I/We acknowledge and confirm that I am/we are aware of the very nature of telecommunications services, and accept the risk of equipment malfunction including but not limited to paper shortage, transmission errors, omissions and distortions. I/We agree to assume and bear all risks involved in respect of such errors and misunderstanding and the Bank shall not be responsible in any manner for any loss, liability or damages arising from misunderstandings, errors, lack of clarity, fraud, forgery or unauthorised instructions given by any unauthorised party. I/We irrevocably authorise the Bank to debit our account of any charges, losses or expenses.
8. Proof of dispatch of fax or electronic instructions by me/us shall not constitute proof of receipt of such instructions by the Bank. The Bank may at any time, at its own discretion, refuse to execute my/our instructions or any part thereof, without giving any notice, without assigning any reason thereon and without incurring any responsibility for loss, liability or expenses arising from such refusal.
9. In consideration of the Bank agreeing to act on the authorisation set out in this letter, I/we hereby irrevocably agree to fully indemnify the Bank and its officers, employees, agents and correspondents at all times, against any and all claims, demands, actions, proceedings, damages, losses, costs, liabilities, payments and expenses (including but not limited to legal fees and expenses on full indemnity basis) which the Bank may suffer or incur, directly or indirectly, arising out of anything done or omitted to be done pursuant to its reliance on facsimile or electronic instructions, as set forth in this letter.
10. I/We hereby waive any rights, claims, actions, or proceedings that I/we may have against the Bank for any losses, damages or liabilities I/we may suffer or incur as a consequence or in connection with this letter or any notice, demand, instruction or other communication.
11. I/We acknowledge that the Bank already have a right of set-off or lien arising under law against my/our other accounts, whether in Singapore or elsewhere, held with the Bank, even though the credit balances may not be in the same currency.
12. Where the Customer consists of more than one person, their obligations and liabilities hereunder shall be joint and several. Where the Customer is a corporate or other business entities, the term "the Customer"

shall mean the corporate entity, the person, and/or persons from time to time carrying on business in the name of such firm. References to "the Customer" shall include the Customer's successor and assign.

13.No failure or delay by the Bank in exercising any right, power or remedy hereunder shall be a waiver thereof. Rights, powers and remedies herein do not exclude those provided by the law. If any form or condition herein becomes illegal, invalid or unenforceable, the remaining terms and conditions shall not be prejudiced thereby. This indemnity will be in force until I/we give the Bank a written notice to terminate or withdraw from these services and/or upon closure of the account(s). Any such notification to terminate or withdraw from these services will require at least one (1) working day to take effect. "Working day" means a day (excluding Saturdays, Sundays and Public Holidays) on which commercial banks are open for business in Singapore.

14.The rights and obligations of the parties shall be governed by and interpreted in accordance with the laws of Republic of Singapore. Indemnity construed in Courts of Singapore shall not limit the Bank's right to take legal proceeding in other court of competent jurisdictions. I/we agree to submit to the non-exclusive jurisdiction of the Courts of Singapore.

15.The existing provisions of authorisation and indemnity shall remain in full force and effect until the Bank receives new authorisation and indemnity letter in writing from me/us.

Yours faithfully,

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Name of Customer:

Name of authorised signatory:

NRIC / Passport No:

Company stamp (for corporate account, if applicable)

Date:

兆豐國際商業銀行

新加坡分行

MEGA INTERNATIONAL COMMERCIAL BANK Singapore Branch

80 Raffles Place #23-20 UOB Plaza II, Singapore 048624

Tel : (65) 6227-7667 Fax : (65) 6536-9773

電子對帳單申請表  
**E-statement application form**

機構/個人帳戶名稱

(Company/Personal Account Name) : \_\_\_\_\_

機構/個人帳戶 I.D. (Company/Personal Account I.D.) : \_\_\_\_\_

\*帳戶 I.D. 為往來帳號之後 6 個號碼 (Account I.D. is last 6 digits of Account No.)

聯絡人 (Contact Person Name) : \_\_\_\_\_

聯絡電話 (Telephone) : \_\_\_\_\_

傳真 (Fax) : \_\_\_\_\_

電子對帳單郵件地址

(E-mail address) : \_\_\_\_\_

\_\_\_\_\_  
日期 (Date)

\_\_\_\_\_  
簽署 (Authorized Signature)

## POWER OF ATTORNEY

In connection with the CURRENT ACCOUNT / FIXED DEPOSIT ACCOUNT OPENING AFFAIRS with Mega International Commercial Bank, Singapore Branch. We, \_\_\_\_\_, do hereby irrevocably appoint and authorize Mr./Mrs. \_\_\_\_\_ [Passport No. \_\_\_\_\_, Date of Birth: \_\_ (DD) \_\_ (MM) \_\_\_\_ (YYYY)] to execute and deliver all necessary documents in connection therewith.

IN THE WITNESS WHEREOF, this Power of Attorney is issued as of this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**FOR AND ON BEHALF OF**

\_\_\_\_\_

Name:  
Director

Date:

## Declaration of Tax Compliance Form (For Corporate Accounts)

兆豐國際商業銀行新加坡分行 - 客戶稅務聲明 (公司戶)

I, the undersigned (name) \_\_\_\_\_, hereby declare that: 本人特此聲明:

1. The Bank has confirmed with me that the Monetary Authority of Singapore ("MAS") recognises Tax Crimes as Money Laundering Predicate Offences in Singapore and that we are in full compliance of all tax-related laws and regulations administered in Singapore. 貴行已充分告知本人：新加坡法令已將逃稅之犯法行為納入防止洗錢法制規範，本人所有於貴行帳戶進出之資金均遵循新加坡相關稅法規定辦理。
  2. Purpose of Account Opening 開戶目的:
    - Salary/Deposit/Remittance 薪金或儲蓄或轉帳
    - Investment 投資
    - Business Trading 貿易
    - Loans Account 授信往來
    - Others 其他: \_\_\_\_\_
  3. Industry 行業:
    - Agriculture, Fishing, Mining 農林漁牧
    - Manufacturing 製造業
    - General Commerce 買賣業
    - Business service 服務業
    - Building & Construction 建築營造
    - Banking 金融業
    - Others 其他: \_\_\_\_\_
  4. Source of Funds (For New Accounts) 資金來源(新開戶):
    - Cash 現金:
    - Telegraphic Transfer/ Cheque: Financial Institute of Origin: 電匯/支票: 來源銀行名稱 \_\_\_\_\_
    - Identity and Relationship with source of funds provider 資金來源者身份與關係: \_\_\_\_\_
  5. (For corporate customers registered in tax haven jurisdictions) Please establish the reason(s) behind incorporation in such jurisdictions and for opening an account in Singapore(免稅天堂註冊公司戶) 請列出在免稅天堂設立公司與在新加坡開戶之理由:
    - Lower capital requirement, reduced administration, set-up and maintenance costs, minimize taxes 降低資本要求，減少管理，建立和維護成本，盡量減少稅收
    - Able to place asset in a nearby trusted and stable financial centre in Asia 能夠將資產置於亞洲附近值得信賴和穩定的金融中心
    - Internationalization of business 國際化業務
    - Business risk diversification & control 業務風險多樣化與控制
    - Not subject to foreign exchange control 不受外匯管制
    - Others 其他: \_\_\_\_\_
  6. Estimated Usage (in US dollars) 戶口預估用量 (美元):
    - a) Initial balance (For New Accounts) 初始餘額(新開戶): \_\_\_\_\_ & number of transactions per month 預估存匯筆數 (每月) \_\_\_\_\_
    - b) Range of monthly transaction volume (both in and out) 月交易量範圍 (每月)(包括進出): \_\_\_\_\_
- Customer ID 帳戶號碼: \_\_\_\_\_



**Customer Relationship Declaration Form (For Corporate Accounts Only)**

兆豐國際商業銀行新加坡分行 - 客戶來往情形表

Customer Name 客戶名稱: \_\_\_\_\_

ID 帳戶號碼: \_\_\_\_\_

In order to fulfil Singapore's regulatory requirements relating to Customer Due Diligence, the Branch is required to understand the Nature of Business of the Customer, as well as their Affiliated Companies/Domestic Business Unit ("DBU")/Referring Companies. Please provide us with the following information:

為符合新加坡主管機關對開戶 Customer Due Diligence 之要求，須了解客戶關聯企業及經營背景，下列資料務必請逐條填列:

**請以英文填寫下列資料**

1. Nature of Business 企業產品項目: \_\_\_\_\_
2. Industry 企業行業別: \_\_\_\_\_
3. List of major supplier(s) and buyer(s) : Highlight trade business information in 3.1 Information on trade business, otherwise please complete 3.2 Information on non-trade business 企業買賣家資料:從事貿易業務務填寫 3.1 表格,非從事貿易業務填寫 3.2 表格

**3.1 Information on trade business 從事貿易業務填寫表格**

Name of Major Supplier(s)/Payee 賣家名稱/匯出款:收款人	Product(s)/ Service(s)交易產品/服務	Location(s) 所在地
		A: Country of origin 貨品輸出國別 B:Country of payee bank/ institution:收款銀行國別
		A: B:
		A: B:
		A: B:
Name of Major Buyer(s)/payer 買家名稱/匯入款:付款人	Product(s)/ Service(s)交易產品/服務	Location(s) 所在地
		C: Country of destination 貨品輸入國別 D:Country of payer bank/ institution 付款銀行國別
		C: D:
		C: D:
		C: D:

**3.2 Information on non-trade business (e.g. investment, financial management, holding company, etc) please complete this section 非從事貿易業務(例如,投資,理財,控股..等) 填寫表格**

Name of Major Beneficiary 收款人	Product(s)/Service(s)產品/服務 (付款性質或原因)	Location(s) ,Country of beneficiary bank 收款銀行國別所在地
Name of Major Payer 付款人	Product(s)/Service(s)產品/服務 (付款性質或原因)	Location(s) ,Country of payer bank 付款銀行國別所在地

4. Business/Operational Model of Overseas Business Unit (“OBU”) 境外公司操作/營運模式:

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5. Financial situation of Affiliated Company/DBU/OBU (e.g. latest annual revenue, purpose and transaction amounts through OBU, etc) 關聯企業或 OBU 公司經濟狀況 (例如: 年營收, 透過境外公司轉帳目的及金額):

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6. Does the Affiliated Company/DBU has any other related customers maintaining accounts with our Branch?  
於新加坡分行是否有其他關係/推薦戶

Yes 是  No 否 If Yes, please state accordingly 如有請提供關係/推薦戶帳號:

Name of related customer 關係/推薦戶名稱	Account(s) with Mega Bank SG 關係/推薦戶帳號

7. Affiliated Company/DBU/Referring Company (以下請填寫於台灣或其他國家之關聯企業,若無關聯企業請填寫推薦企業之資訊於第 7.1-7.7 項,若以上二者皆無者,請填寫第 7.8 項,並加以說明)

7.1 Business Registration Number of the Affiliated Company/DBU/Referring Company (Taiwan) 與本行往來之國內主要關聯/推薦企業統編號碼(台灣公司)或其他國家之公司登記號碼: \_\_\_\_\_

7.2 Name of Affiliated Company/DBU/Referring Company 與本行往來之國內主要關聯/推薦企業名稱:

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7.3 Beneficial Owner(s) of Affiliated Company/DBU/Referring Company 關聯/推薦企業主要負責人:

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7.4 Nature of Business of Affiliated Company/DBU/Referring Company 關聯/推薦企業產品項目:

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7.5 Industry of Affiliated Company/DBU/Referring Company 關聯/推薦企業行業:

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7.6 Relationship between Affiliated Company/DBU/Referring Company and Mega Bank: 關聯/推薦企業與本行分行往來情形

a) Name of Mega Bank Branch 分行名稱: \_\_\_\_\_

b) Duration of relationship with the Mega Bank Branch 與分行來往年數: \_\_\_\_\_

7.7 Affiliated Company/DBU/Referring Company's Purpose of Account Opening with Mega Bank:  
關聯/推薦企業與本行來往之業務項目

Deposits 存款  Loan 授信  Foreign Exchange 外匯  Others 其他: \_\_\_\_\_

7.8 Other 其他 e.g. Referring Branch and Duration of relationship (例如,推薦分行及往來年數..等):

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Statement of Declaration 聲明陳述

I hereby confirm that the information declared above are true and correct, and understand that it is provided as per requirements under Singapore's Anti-Money Laundering and Countering of Terrorism Financing Laws and Regulations. I undertake to notify the Bank in writing immediately of any change in any of the information declared above:

本人特此聲明以上陳述均屬真實,而且是為遵循新加坡防止洗錢法令辦理所需,並同意未來若有變更,將會當即告知貴行:

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Customer Signature 聲明人簽名

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Date 日期

**Mega International Commercial Bank Co., Ltd. (Singapore Branch)**  
**兆豐國際商業銀行（新加坡分行）**

**Personal Data Protection Policy and Practices (INTERNAL)**  
**個人信息保護守則及操作（內部）**

**Notification Of and Consent To Collection, Use and Disclosure of Personal Data Form**  
**有關收集、使用及披露個人信息之通知及同意表**

1. Mega International Commercial Bank Co., Ltd. (Singapore Branch) and its related corporations (the “**Bank**”) is seeking your consent to the collection, use and disclosure of your “personal data” on the terms and subject to the conditions herein stated.  
兆豐國際商業銀行（新加坡分行）及其關聯公司（“**本行**”）就按照如下條款及條件收集、使用及披露您的“個人信息”徵求您的同意。
2. For the purposes of this Form, “**personal data**” means data, whether true or not, about you, from which you can be identified, or from that data and other information which the Bank has or is likely to have access to. Personal data includes, but is not limited to, data such as your name, identification number, telephone numbers, addresses, email addresses and any other information relating to individuals which you have provided to the Bank.  
為本表格之目的，“**個人信息**”是指與您相關的，可以此識別您的個人身份的信息，且本行有權使用該信息或其他相關信息，無論該信息是否真實。個人信息包括，但不限於姓名、身份號碼、電話號碼、地址、郵件地址及您已提供給本行的其他信息。
3. The Bank collects, uses and discloses your personal data for the following purposes in connection with your relationship with the Bank, to the extent applicable:  
基於您與本行的關係，本行將收集、使用及披露您的個人信息以作如下用途：
  - (a) evaluating and processing your request for any of the products and/or services offered or distributed by the Bank (including but not limited to third party products and/or services);  
評估並處理您申請本行承辦的任何產品及/或服務（包括但不限於第三方產品及/或服務）；
  - (b) evaluating and determining the terms of such offering or distribution, including price and eligibility;  
評估並確定提供上述產品及/或服務的條件，包括價格及資格；
  - (c) providing products and/or services requested;  
提供您所申請的產品及/或服務；
  - (d) conducting research (whether conducted by the Bank or by a third party) for the purposes of developing or improving products, services, security, service quality, and marketing strategies (including but not limited to that provided by third parties);  
為發展或改善產品、服務、服務質量及營銷策略（包括但不限於由第三方提供的產品、服務、服務質量及營銷策略）之目的而開展研究工作（無論該研究是由本行或由第三方開展）；
  - (e) offering and marketing to you, in various modes, any products, services, special offers, promotions or events provided by the Bank which we think may be of interest to you;  
通過各種方式，為您提供或推銷我們認為對您有利的任何產品、服務、特價、優惠或活動；
  - (f) managing your business, obligations and relationship with the Bank and the Bank’s obligations to you;  
管理您與銀行之間的業務往來、義務責任、相互關係，以及銀行對您的義務責任；
  - (g) performing verification and such security checks as the Bank may reasonably require to detect, prevent and/or investigate any crime, offence or breaches of terms of agreements;  
進行本行合理要求的核查及安全檢查，以及時發現、預防及/或調查任何犯罪、違法或違約行為；
  - (h) performing checks with the Do Not Call Registry;  
開展有關拒絕來電登記的檢查；
  - (i) generating financial, regulatory, management or other related reports and performance of analytics;  
開展財務、合規、管理或其他相關的報告及性能分析；

**Mega International Commercial Bank Co., Ltd. (Singapore Branch)**  
**兆豐國際商業銀行（新加坡分行）**

**Personal Data Protection Policy and Practices (INTERNAL)**  
**個人信息保護守則及操作（內部）**

- (j) meeting or complying with the Bank's internal policies and procedures and any applicable rules, laws, regulations, codes of practice, guidelines, orders or requests issued by any court, legal or regulatory bodies (both national and international);  
遵守銀行的內部政策、程序，任何適用的法律、法規、業務規範、指引，以及任何（包括國內及國外的）法院、法律或監管機構發出的指令或要求；
  - (k) performing audit checks and for legal purposes (including but not limiting to seeking advice and enforcing the Bank's legal rights, drafting and reviewing of documents and facilitating dispute resolution);  
開展審計及法律核查（包括但不限於尋求法律意見及執行本行的法定權利、起草并審閱文件及促進糾紛的解決）；
  - (l) facilitating any proposed or actual business assignment, transfer, participation or sub-participation in any of the Bank's rights or obligations;  
便於本行任何權利或義務的可能或實際的轉讓、轉移、參與或從屬參與；
  - (m) handling feedback and/or complaints; and  
處理反饋及/或投訴；以及
  - (n) purposes which are reasonably related to the aforesaid.  
與上述目的合理相關的其他目的。
4. Personal data held by the Bank will be kept confidential and the Bank will make reasonable security arrangements to prevent unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks. However, in order to carry out the purposes listed above, the Bank may, to the extent permitted by applicable law and/or regulation, share personal data with third parties, whether in Singapore or elsewhere. When doing so, the Bank will require them to ensure that personal data so disclosed is kept similarly confidential and secure.  
本行將對持有的個人信息予以保密，並且本行將通過合理的安全措施防止未經授權獲取、收集、使用、披露、複製、修改、處理該信息或類似的風險。然而，為實現上段所述之目的，本行可以在法律及/或法規允許的範圍內，與第三方分享個人信息，無論該第三方在新加坡或其他地區。於此同時，本行將要求第三方確保對被披露的個人信息予以保密，并採取類似的安全措施。
5. In addition to the foregoing, by providing personal data of a third party (e.g. information of next-of-kin, emergency contact, family members) to us, you also represent and warrant that consent from that third party has been obtained for the collection, use and disclosure of that personal data by the Bank for the purposes listed above.  
此外，當您向我們提供第三人的個人信息（如近親屬的信息、緊急聯繫方式、家庭成員）時，您也應承諾并保證第三人同意本行為上述目的收集、使用及披露其個人信息。
6. Many webpages and mobile applications use "cookies". A cookie is a small text file that a webpage or mobile application can send and store on your computer or mobile device. The Bank uses cookies in some of its webpages to collect information about users of the same (such as session information). You can adjust your browser's settings to disable cookies, but note that in doing so, you may not be able to access certain parts and/or functions of our webpage.  
許多網頁及手機應用程序中會使用“cookies”。cookies 是一個小的文本文件，網頁或手機應用程序可在電腦或手機上發送或存儲該文件。本行在部份網頁中使用 cookies 來收集用戶信息（如會話信息）。您可通過調整瀏覽器的設置阻止 cookies 運行，但需要注意的是，若您這樣操作，可能會導致您無法瀏覽和使用本行網站的某些部份或/及功能。
7. You may at any time withdraw any consent given, in respect of the collection, use or disclosure by the Bank of your personal data, for any purpose. If you withdraw any consent given, depending on the nature of your request, the Bank may not be able to carry on certain business and transactions with you, and your withdrawal may result in a breach of contractual obligations or undertakings to the Bank, in which case, the Bank's legal rights and remedies are expressly reserved.  
您在任何時候均有權撤銷對銀行為任何目的收集、使用或披露您的個人信息之許可。若您撤銷該許可，則根據您所提要求之性質，本行可能無法再與您開展某些業務或交易，并且您的撤銷可能會導致您違反合同義務或向銀行作出的擔保，如此，則銀行明確保留其法定權利及救濟措施。

**Mega International Commercial Bank Co., Ltd. (Singapore Branch)**  
**兆豐國際商業銀行（新加坡分行）**

**Personal Data Protection Policy and Practices (INTERNAL)**  
**個人信息保護守則及操作（內部）**

8. The Bank retains your personal data until it is reasonable to assume that the purpose for which your personal data was collected is no longer being served by its retention, and retention is no longer necessary for legal or business purposes.  
本行會保留您的個人信息，直至根據合理推斷，繼續保留您的個人信息無法繼續達到收集該信息的目的，且為法律或業務之目的亦無必要繼續保留該信息。
9. You may request access to and correction of your personal data held by the Bank. Depending on the nature and complexity of your request, the Bank may charge a fee for processing your request for access and/or correction. The Bank will inform you of the fee beforehand and take further instructions before it is charged to you.  
您可以要求獲取和更正由銀行持有的您的個人信息。根據要求的性質及複雜程度，本行會就處理您獲取及/或更正信息的請求收取一定費用。本行將會提前告知所需費用，并在收取費用前接受您的進一步指示。
10. As the Bank relies on your personal data to provide products and services to you, you shall ensure that at all times, the information provided to the Bank is correct, accurate and complete, and you shall update the Bank in a timely manner of any and all changes to the same.  
鑒於本行基於您的個人信息向您提供產品及服務，您應保證在任何時候您提供給本行的信息均為正確、準確及完整，且若該信息有任何變動時，您應立刻告知本行。
11. Any consent given pursuant to this Form shall not derogate from, and shall be without prejudice to, any other rights which the Bank may have to collect, use and disclose your personal data, and nothing herein is to be construed as limiting the same.  
您根據本守則所作之許可不得損害或違背本行收集、使用及披露您的個人信息的其他權利，且本守則的約定不得解釋為對其他權利的限制。
12. The Bank may amend this Form from time to time to ensure that it is consistent with any changes in laws and regulations. The Bank will make available such updated policy at its office in Singapore. All communications, transactions and dealings with the Bank shall be subject always to the latest version of this Form in force at the time.  
本行可以不時對本守則作出修改，以保證其與法律法規的任何變更保持一致。本守則可在本行新加坡分行取閱。與本行的任何溝通、交易及業務往來均應受制于本守則當時有效的最新版本。
13. To contact us on any aspect of this Form, please visit us at our office in Singapore or get in touch with Mega International Commercial Bank Singapore Branch-Operation Dept. at TEL 65-62277667 ext 215 or 217; FAX 65-65369773.  
有關本守則的任何問題，請蒞臨本行新加坡辦公室，或致電兆豐國際商業銀行新加坡分行營業部，電話號碼為 65-62277667，分機 215 或 217，傳真號碼 65-65369773。
14. This Form is written in both the English and Chinese languages. In case of any discrepancy between the two versions, the English Version shall prevail.  
本文以中、英文書就，若兩種版本之間存在不一致的，以英文版本為準。

**Mega International Commercial Bank Co., Ltd. (Singapore Branch)**  
**兆豐國際商業銀行（新加坡分行）**

**Personal Data Protection Policy and Practices (INTERNAL)**  
**個人信息保護守則及操作（內部）**

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**CONSENT TO COLLECTION, USE AND DISCLOSURE OF PERSONAL DATA BY  
MEGA INTERNATIONAL COMMERCIAL BANK CO., LTD. (SINGAPORE BRANCH)**  
**同意兆豐國際商業銀行（新加坡分行）收集、使用及披露個人信息**

I, \_\_\_\_\_ (NRIC/Passport No: \_\_\_\_\_) hereby acknowledge that I have received, reviewed and understood the terms set out above, and I hereby give my consent to Mega International Commercial Bank Co., Ltd. (Singapore Branch) and its related corporations, to collect, use and disclose my personal data for the purposes aforementioned.

本人，\_\_\_\_\_（身份證/護照號碼：\_\_\_\_\_）在此確認我已經收到、審閱并理解上述條款，且本人在此同意兆豐國際商業銀行（新加坡分行）及其關聯企業為上述之目的，收集、使用及披露我的個人信息。

\_\_\_\_\_  
Name 姓名:

NRIC/Passport No. 身份證/護照號碼:

\_\_\_\_\_  
Date 日期:

**FATCA SELF-CERTIFICATION FORM FOR ENTITIES**

Information provided on this form will be used by [the bank] to comply with the Foreign Account Tax Compliance Act (FATCA) provisions and the regulations and guidance that operationalise the Agreement Between the Government of the United States of America and the Government of Singapore to Improve International Compliance and to Implement FATCA (US-Singapore IGA). FATCA and the US-Singapore IGA may require the bank to report certain information about your account to the Inland Revenue Authority of Singapore and other relevant authorities.

**Please note that nothing in this form constitutes tax advice. If you have any questions on or in relation to FATCA or any information requested in this form, please consult your tax, legal and/or other professional advisers.**

Please complete, where applicable, the relevant sections below in relation to all relevant accounts and provide any additional information as may be required.

**Part 1 – Entity / Organisation Information**

**Entity Details:**

Name of Entity / Organisation \_\_\_\_\_  
Country of Incorporation / Organisation \_\_\_\_\_

**Permanent / Registered Address:** (Do not use a P.O. box or an 'in care of address')

Address: \_\_\_\_\_  
Country: \_\_\_\_\_ Postal Code: \_\_\_\_\_

**Mailing Address (if different from above):**

Address: \_\_\_\_\_  
Country: \_\_\_\_\_ Postal Code: \_\_\_\_\_

**Part 2 – Tax Residence Information** (Please note, the information in blue is not required to be obtained from the account holder for FATCA due diligence purposes pursuant to the US-Singapore IGA, but is recommended to lessen the additional information that may be required to be obtained for compliance with the forthcoming Organisation for Economic Co-operation and Development (OECD) Common Reporting Standard (CRS)).

Please indicate the Entity's tax residence. If resident in more than one country, please provide all countries and associated tax identification numbers.

Country of tax residence	Tax identification number
1	
2	
3	

**Note:** If you have indicated above tax residence in the United States<sup>1</sup>, please also provide a completed and signed Form W-9.



**Part 3 – FATCA Classification**

**3.1** If you are a **Registered Financial Institution**, please choose from below:

- (a)  Singapore or other FATCA Partner Jurisdiction Financial Institution<sup>2</sup>
- (b)  Registered Deemed Compliant Foreign Financial Institution
- (c)  Participating Foreign Financial Institution

Please provide your *Global Intermediary Identification Number (GIIN)*: \_\_\_\_\_

**3.2** If you are a **Financial Institution**<sup>3</sup> but unable to provide a GIIN, please choose from below:

- (a)  Sponsored Financial Institution that has not yet obtained its own GIIN but is sponsored by another entity that has registered as a Sponsoring Entity. If applicable, please provide:  
 Sponsoring Entity's name: \_\_\_\_\_ Sponsoring Entity's GIIN: \_\_\_\_\_
- (c)  Trustee Documented Trust. Please provide:  
 Trustee's name: \_\_\_\_\_ Sponsoring Entity's GIIN: \_\_\_\_\_
- (b)  Certified Deemed Compliant Sponsored, Closely Held Investment Vehicle  
 Sponsoring Entity's name: \_\_\_\_\_ Sponsoring Entity's GIIN: \_\_\_\_\_
- (d)  Certified Deemed Compliant, as defined under the Treasury Regulations
- (e)  Certified Deemed Compliant, or otherwise Foreign Financial Institution (including a foreign financial institution deemed compliant under Annex II of an IGA, except for a Trustee Documented Trust or Sponsored Financial Institution).
- (f)  Nonreporting IGA Foreign Financial Institution (including an foreign financial institution treated as a registered deemed-compliant foreign financial institution under an applicable Model 2 IGA)
- (g)  Non-Participating Foreign Financial Institution

**3.3** If you are an **Exempt Beneficial Owner**<sup>4</sup>, please confirm below:

- (a)  **Exempt Beneficial Owner**

**3.4** If you are a **Non-Financial Foreign Entity (NFFE)**, please confirm below:

- (a)  **Active NFFE**<sup>5</sup>
- (b)  **Direct Reporting NFFE** Please provide: Entity's GIIN: \_\_\_\_\_  
 Name of Sponsoring Entity: \_\_\_\_\_ Sponsoring Entity's GIIN: \_\_\_\_\_
- (c)  **Passive NFFE**<sup>6</sup>
  - There are no US Controlling Persons<sup>7</sup>
  - There are US Controlling Persons. Please provide the details of all US Controlling Persons in the table below:

Full Name	Date of Birth	Place of birth	Full residence address	Country(ies) of tax residence	Tax identification number

**Part 4 – Certification and Signature**

I/We declare, as an authorised signatory of the Entity, that the information provided in this form is, to the best of my/our knowledge and belief, accurate and complete. I/We undertake to advise the recipient promptly and provide an updated Self-Certification form within 30 days where any change in circumstance occurs, which causes any of the information contained in this form to be inaccurate or incomplete.

<b>Signature</b>	_____	<b>Signature</b>	_____
<b>Name</b>	_____	<b>Name</b>	_____
<b>Position/Title</b>	_____	<b>Position/Title</b>	_____
<b>Date</b>	_____	<b>Date</b>	_____

## Notes:

<sup>1</sup> For purposes of this Self Certification, tax resident in the United States includes US persons. US person is defined as a US citizen or resident individual, a partnership or corporation organised in the US or under the laws of the US or any State thereof, 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 the trust, and (ii) one or more US persons 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.

<sup>2</sup> FATCA Partner Jurisdiction Financial Institution is a Financial Institution in a jurisdiction that has in effect an agreement with the US to facilitate the implementation of FATCA.

<sup>3</sup> Financial Institution means a Custodial Institution, Depository Institution, an Investment Entity, or a Specified Insurance Company. (US-Singapore IGA Article 1(g) and draft IRAS e-Tax Guide Section 3)

<sup>4</sup> The term 'Exempt Beneficial Owner' means any entity that is one of the following:

- a) governmental and government-linked entities;
- b) Central Bank;
- c) international organisations;
- d) qualifying funds; or
- e) investment entity wholly-owned by an Exempt Beneficial Owner. (US-Singapore IGA, Annex II, Section I and draft IRAS e-Tax Guide Section 7.2)

<sup>5</sup> An 'Active NFFE' means any NFFE that meets any one of the following criteria:

- a) Less than 50 percent of the NFFE's gross income for the preceding calendar year or other appropriate reporting period is passive income and less than 50 percent of the assets held by the NFFE during the preceding calendar year or other appropriate reporting period are assets that produce or are held for the production of passive income;
- b) The stock of the NFFE is regularly traded on an established securities market or the NFFE is a Related Entity of an Entity the stock of which is traded on an established securities market;
- c) The NFFE is organized in a US Territory and all of the owners of the payee are bona fide residents of that US Territory;
- d) The NFFE is a non-US government, a political subdivision of such government, a public body performing a function of such government, a government of a US Territory, an international organization, a non-US Central Bank of issue, or an Entity wholly owned by one or more of the foregoing;
- e) Substantially all of the activities of the NFFE consist of holding (in whole or in part) the outstanding stock of, and providing financing and services to, one or more subsidiaries that engage in trades or businesses other than the business of a Financial Institution;
- f) The NFFE is not yet operating a business and has no prior operating history, but is investing capital into assets with the intent to operate a business other than that of a Financial Institution; provided, that the NFFE shall not qualify for this exception after the date that is 24 months after the date of the initial organization of the NFFE;
- g) The NFFE was not a Financial Institution in the past five years, and is in the process of liquidating its assets or is reorganizing with the intent to continue or recommence operations in a business other than that of a Financial Institution;
- h) The NFFE primarily engages in financing and hedging transactions with or for Related Entities that are not Financial Institutions, and does not provide financing or hedging services to any Entity that is not a Related Entity, provided that the group of any such Related Entities is primarily engaged in a business other than that of a Financial Institution;
- i) The NFFE is an 'excepted NFFE' as described in relevant US Treasury Regulations; or
- j) The NFFE meets all of the following requirements:
  - a. It is established and maintained in its country of residence exclusively for religious, charitable, scientific, artistic, cultural, or educational purposes;
  - b. It is exempt from income tax in its country of residence;
  - c. It has no shareholders or members who have a proprietary or beneficial interest in its income or assets;
  - d. The applicable laws of the Entity's country of residence or the Entity's formation documents do not permit any income or assets of the Entity to be distributed to, or applied for the benefit of, a private person or non-charitable Entity other than pursuant to the conduct of the Entity's charitable activities, or as payment of reasonable compensation for services rendered, or as payment representing the fair market value of property which the Entity has purchased; and
  - e. The applicable laws of the Entity's country of residence or the Entity's formation documents require that, upon the Entity's liquidation or dissolution, all of its assets be distributed to a

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governmental Entity or other non-profit organization, or escheat to the government of the Entity's country of residence or any political subdivision thereof. (US-Singapore IGA, Annex I, Section VI(B)(4) and draft IRAS e-Tax Guide Section 6.3)

<sup>6</sup> A 'Passive NFFE' means any NFFE that is not an (i) Active NFFE, or (ii) a withholding foreign partnership or withholding foreign trust pursuant to relevant US Treasury Regulations. (US-Singapore IGA, Annex I, Section VI(B)(3) and draft IRAS e-Tax Guide Section 6.2)

<sup>7</sup> The term 'Controlling Persons' means the natural person who exercises control over an entity. In the case of a trust, such term means the settlor, the trustees, the protector (if any), the beneficiaries or class of beneficiaries, and any other natural person exercising ultimate effective control over the trust. In the case of a legal arrangement other than a trust, such term means persons in equivalent or similar positions. The term 'Controlling Persons' shall be interpreted in a manner consistent with the Financial Action Task Force Recommendations. (US-Singapore IGA Article 1(hh) and draft IRAS e-Tax Guide Section 3)

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►		
	5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
or									
<b>Employer identification number</b>									

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ►	Date ►

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.



**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLÉ accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

## 同意書(Waiver)

一、 帳戶資料之申報：

茲因本人/本公司係 貴行依美國「海外帳戶稅收遵循法」(Foreign Account Tax Compliance Act,以下簡稱 FATCA 法案)所規定應向美國國稅局(IRS)申報之往來對象，茲同意 貴行在依據 FATCA 法案申報本人/本公司與 貴行往來相關資料之特定目的範圍內，得為必要之資料蒐集、處理、利用與國際傳輸。

1. Declaration of account information:

Whereas I/the company am/is a business customer of Mega International Commercial Bank Co., Ltd. (Mega Bank), and in compliance to the Foreign Account Tax Compliance Act (FATCA), Mega Bank is regulated to report all business transactions to the Internal Revenue Service (IRS). In agreement to declare the specific range of relevant information between Mega Bank and me/the company in regards to FATCA, certain necessary information gathering, deposition, utilization and international transmissions are required.

二、 本人/本公司已於合理期間內，審閱上述同意條款全部內容，並經 貴行明確告知各款內容及相關風險，茲聲明本人/本公司已完全充分瞭解上述條款內容而願遵守該條款。

2. I/The company have/has already examined the full content of this form contract in a sufficient amount of time, and am/is fully informed of the content and related risks. It is a true statement made by me/the company with fully understanding the content and willing to cooperate and comply.

此 致

Above all

兆豐國際商業銀行

Mega International Commercial Bank

存 戶 簽 章：  
(Sign here)

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(與印鑑卡「存戶簽名及蓋章欄」留存之簽樣相符)  
(It should be consistent with the specimens archived in the boxes of specimen seal certificate card of the Depositor.)

身分證統一編號/統一編號：  
(ID number)

日期：

(Date)

經辦：\_\_\_\_\_ 驗印：\_\_\_\_\_