# Foreign Account Tax Compliance Act (FATCA)



# **Terms & Conditions:-**

These terms and conditions form part of the Current/Savings Account & Fixed Deposit Terms and Conditions agreed by you **("Customer")** for account opening and other products and services provided by the Bank:

Foreign Account Tax Compliance Act (FATCA) & Common Reporting Standard (CRS) related clauses for compliance with tax requirements

#### 1. Disclosure of information:-

The Customer authorises the Bank to disclose any personal and account information ("Personal Information"), where such disclosure is required by any applicable laws (including applicable laws imposing any reporting and/or withholding obligations on us such as the United States Foreign Account Tax Compliance Act (FATCA) & Common Reporting Standard (CRS) as may be amended, superceded or replaced), to:

- (a) any of our branches, representative offices, related companies, subsidiaries, or any of our other offices, wherever situated;
- (b) any government, quasi-government, regulatory, fiscal, monetary or other authority, agency body or person, whether in India or elsewhere; and
- (c) any party to whom we are under a duty to disclose or where we in good faith deem it in our interest to make such disclosure

## 2. Notification of change in circumstances:-

The Customer will promptly notify the Bank in writing of any change in:

- a) particulars of the Customer, circumstances, status, including any change in citizenship, residence, tax residency, address(es) on record, telephone and facsimile numbers and email addresses; and
- (b) (where applicable) constitution of the Customer, shareholders, partners, directors or company secretary, or the nature of the Customer's business

### 3. Cooperation with enquiries:-

The Customer will cooperate fully in respect of any enquiry that we the Bank may make for the purposes of compliance with any applicable law (including the United States Foreign Account Tax Compliance Act (FATCA) & Common Reporting Standard (CRS) (as may be amended, superceded or replaced) and/or any other reporting and/or withholding requirements of any government) including promptly providing all relevant information, details and/or documents as may be necessary to enable us to comply with the same

# 4. Right to withhold payments or close Accounts:-

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

#### 5. Inconsistent terms:-

If there is any inconsistency between the terms herein and any other terms governing the relevant product and/or service, the terms herein shall prevail insofar as they relate to our compliance with tax, reporting and/or withholding requirements (including but not limited to the United States Foreign Account Tax Compliance Act (FATCA) & Common Reporting Standard (CRS) as may be amended, superceded or replaced).