

## 《海外账户税收合规法案》（“FATCA”）通知

本 **FATCA 通知**（“**通知**”）自 2015 年 1 月 1 日起生效，是《机构账户与相关服务条款和条件》以及适用于您与大华银行（中国）有限公司（“**本行**”）之间银行业务关系的其他相关条款和条件的一部分（统称“**条款和条件**”）的一部分，并且应当与该等**条款和条件**一起阅读。

1. “**FATCA**”指经不时修订的**美国**国内税收法典第 1471 节至第 1474 节及其项下的规章和其他指引，或者为 **FATCA** 的实施，与监管机构达成的，或者在监管机构之间达成的任何其他协议。
2. “**美国**”指美利坚合众国。
3. “**美国人士**”指美国公民或居民自然人，在**美国**组建的或者根据**美国**法律或**美国**任何州法律组建的合伙企业或公司，信托如果(i)**美国**的法院根据适用法律有权就与信托管理相关的基本全部事项做出决定或判决并且(ii)一位或多位**美国人士**有权控制该信托的全部重大决定，或者**美国**公民或居民作为继承人取得的遗产。本定义应根据**美国**国内税收法典解释。请注意，丧失**美国**公民身份的人士和居住在**美国**之外的人士在某些情况下仍会被作为**美国人士**对待。
4. 您应提供所有需要的文本或信息，包括但不限于出生日期、国籍、永久居所国家、税务居所国家以及相应的纳税人识别号，需要该等文本或信息，是为了使**本行**及其代理人能够符合 **FATCA** 或其他政府协议或政府间协议的全部要求。  
您应在三十（30）日内，将任何法律、规章或其他政府协议或政府间协议项下，影响您与 **FATCA** 相关的税收地位的任何变更，书面通知**本行**。
5. 您陈述和保证您已向**本行**提供**本行**为遵守 **FATCA** 可能需要的与税收地位变更有关的全部文本或其他信息，并且您应在收到**本行**书面或其他形式的请求之日起七（7）日内提供全部需要的文本或其他信息。您进一步陈述和保证该等文本和信息均为真实、准确和完整。  
您进一步认可如您未能根据**本行**请求中的要求提供准确及时的信息，可能导致**本行**，为使**本行**或**本行**集团的任何成员遵守 **FATCA**、与 **FATCA** 有关的当地立法及与 **FATCA** 有关的政府间协议的任何其他规定的要求，必须将您视为拒绝合作和/或需要报送，并对您采取法律或任何适用的政府协议或政府间协议允许的全部必要措施，包括但不限于依**本行**自行裁量关闭您在**本行**的任何账户及/或终止**本行**向您提供的任何服务，而无须承担任何责任。
6. 您同意，**本行**及其代理人可以根据法律或任何适用的政府协议或政府间协议，为 **FATCA** 之目的，依据 **FATCA** 的要求，向**本行**及其代理人代表您收取或支付款项的相对方以及向政府机构收集、保存和披露任何**保密信息**。**保密信息**包括您的个人信息、您的银行账户余额、净值和其他详情、交易信息，以及理性人士将认为具有保密或隐私性质的任何其他的信息。无论任何可适用的保密协议如何规定，您的同意均应有效。您陈述您已经确保从其信息提供给本行的任何第三方处获得任何必要的同意和授权，以允许**本行**及其代理人实行本段所述的行为，并且您将确保在未来向**本行**提供类似信息前获得该等同意和弃权。  
您进一步认可，**本行**或代表**本行**进行的前述披露有可能导致您产生纳税义务，您同意**本行**不应因此产生的损失承担责任。
7. 您同意并认可，为遵守并持续遵守**FATCA**，**本行**有权采取法律或任何适用的政府协议或政府间协议所要求的全部必要措施。如果您收入的一部分需要报送而另一部分无需报送，**本行**将报送全部收入，除非**本行**能够合理确定需要报送的金额。您在此授权**本行**及其任何代理人，从任何款项中预提、扣减或以其他方式收取（视情况而定）任何需要的税款或其他政府估价款，包括但不限于经不时修订的**美国**国内税收法典项下及**美国**国内税收法典项下经不时修订的规章和其他指引项下的任何预提或扣减金额的要求。  
您进一步认可在该等情况下，**本行**无义务就该等预提或扣减增加其应付的款项或对您进行任何补偿；但发生该等预提或扣减后，**本行**将尽合理努力通知您。
8. **本行**或**本行**集团的任何成员可以，无论是在中国境内或世界其他地方，采取任何**本行**认为合理的措施，履行法律或任何适用的政府协议或政府间协议项下以防止偷逃税款有关的任何义务。该等措施包括但不限于，调查并拦截进、出您账户的款项（尤其是资金的跨境转移）、调查资金的来源或潜在接收方、与国内和国际税务机构共享信息和文件以及从您的账户预提收入并将其转付至该等税务机构。如果**本行**不认为进、出您账户的款项是合法的，我行可以拒绝处理该款项进、出。
9. 在适用法律所允许的最大限度内，**本行**不会对您可能因为**本行**遵守任何法域的法律或任何适用的政府协议或政府间协议，或如果我行对您是否应遵守税务或税务申报义务做出错误的认定，所遭受的

任何损失、成本、费用、损害、债务承担责任。

10. 本通知不得违反条款和条件。本行在本通知项下的权利不应受条款和条件及法律项下适用的其他收集、使用和披露的权利的影响，并且本通知的任何内容均不应解释为对任何该等其他权利的限制。

### Foreign Account Tax Compliance Act (“FATCA”) Notice

With effect from 1 January 2015, this FATCA Notice (“Notice”) forms a part of the Terms and Conditions Governing Non-Individual Accounts and Services and other relevant terms and conditions (collectively “Terms and Conditions”) governing your relationship as customer with United Overseas Bank (China) Limited (“the Bank”) and should be read in conjunction with those Terms and Conditions.

1. “FATCA” means sections 1471 through 1474 of the US Internal Revenue Code and the regulations and other guidance thereunder, each as amended from time to time or any other agreement entered into with or between authorities for the implementation of FATCA.
2. “US” means United States of America.
3. “US Person(s)” means a US citizen or resident individual, a partnership or corporation organised in the US or under the laws of the US or any state of the US, a trust if (i) a court within the US would have authority under applicable law to render orders or judgments concerning substantially all issues regarding administration of trust, and (ii) one or more US Person(s) have the authority to control all substantial decisions of the trust, or an estate of a decedent that is a citizen or resident of the US. This definition shall be interpreted in accordance with the US Internal Revenue Code. Please note that persons who have lost their US citizenship and who live outside the US may nonetheless in some circumstances be treated as US Person(s).
4. You shall provide all required documentation or information, including but not limited to date of birth, countries of citizenship, countries of permanent residence, countries of tax residency and associated taxpayer identification numbers, that may be required to enable the Bank and its agents to comply with all requirements of FATCA or other agreement by or between governments. You shall notify the Bank in writing within thirty (30) days of any change that affects your tax status in relation to FATCA under any laws, regulations or other agreement by or between governments.
5. You represent and warrant that you have provided to the Bank all documentation or other information as may be required by the Bank for compliance with FATCA and in connection with change in tax status and shall provide all required documentation or other information within seven (7) days of a request from the Bank in writing or otherwise. You further represent and warrant that such documentation and information are true, accurate and complete.  
You further acknowledge that any failure on your part to provide accurate and timely information pursuant to requirements and requests by the Bank may result in the Bank having to deem you recalcitrant and/or reportable and take all necessary action against you as permitted by law or any applicable agreement by or between governments, including but not limited to closure of any of your accounts with the Bank and/or termination of any services offered by the Bank to you at our sole discretion without liability, in order for the Bank or any member of our group to be compliant with requirements under FATCA, local legislation in connection with FATCA and any other provision arising out of an agreement between governments pertaining to FATCA.
6. You consent to the collection, storage, and disclosure by the Bank and its agents of any Confidential Information to persons from whom the Bank and its agents receive or make payments on behalf of you and to governmental authorities as required by law or any applicable agreement by or between governments for the purpose of FATCA, if so required by FATCA. Confidential Information includes your personal data, your bank account balance, value and other details, transactional information, and any other information that a reasonable person would consider being of a confidential or proprietary nature. Your consent shall be effective notwithstanding any applicable nondisclosure agreement. You represent that you have secured from any third party whose information is provided to the Bank any consents and waivers necessary to permit the Bank and its agents to carry out the actions described in this paragraph, and that you will secure such consents and waivers in advance of providing similar information to the Bank in the future.  
You further acknowledge that you may incur certain tax liabilities as a result of the aforesaid disclosure by or on behalf of the Bank and you agree that the Bank shall not be liable for that amount of tax.
7. You agree and acknowledge that the Bank is entitled to take all necessary action to be and remain compliant with FATCA as is required by law or any applicable agreement by or between

governments. If some of your income is reportable and some is not, the Bank will report all income unless the Bank can reasonably determine the reportable amount. You hereby authorise the Bank and any of its agents, where appropriate, to withhold, deduct or otherwise collect from any payment any required tax or other government assessment, including but not limited to any requirement to withhold or deduct an amount under the US Internal Revenue Code and the regulations and other guidance thereunder, each as amended from time to time, as is required by law or any applicable agreement by or between authorities.

You further acknowledge that in such scenario, the Bank shall not be required to increase any payment in respect of which it makes such a withholding or deduction or otherwise compensate you for such a withholding or deduction; upon such withholding or deduction, the Bank will use reasonable efforts to notify you.

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