



WAIVER OF GUYANA’S CONFIDENTIALITY AND DATA PROTECTION LAWS



Customer Name _____ Account No. _____
(Surname, First Name, Middle Name / Company)

(hereinafter referred to as Customer)

The Customer understands that Demerara Bank Limited, a Bank formed under the laws of Guyana (hereinafter referred to as ‘the Bank’), is and will be subject to various US tax regulations and agreements, e.g., under the US Foreign Account Tax Compliance Act (FATCA) and the Agreement between the Bank and the United States Internal Revenue Service (hereinafter the IRS), requiring the Bank to provide certain information to the IRS, either directly, indirectly or through the Bank’s US correspondent bank.

You are advised to carefully read the following and sign at the bottom of this document to indicate your agreement with the following terms:

1. The Customer hereby authorizes the Bank to report to the IRS, local tax authorities and to the Bank’s US correspondent bank, if applicable, by any means of communication, including but not limited to electronic data transmission, all information concerning the above-mentioned account number(s) (hereinafter the Relationship), including but not limited to the Customer’s name and address, beneficial ownership information, a copy of any IRS Form on file and/or some or all of the data contained in the IRS Form submitted by the Customer, account statements, the amount of assets held with the Bank, the amount of revenues and income and any other information regarding the Relationship which may be requested or required (collectively, referred to as the Data) by the IRS, local tax authorities and the Bank’s US correspondent bank. The Customer understands that the IRS, local tax authority and the Bank’s US correspondent bank, if applicable, may further share the Data with third parties wherever located and whom they deem appropriate, and releases the Bank from all liability in connection with the provision of Data to the IRS, local tax authority and the Bank’s correspondent bank and assumes responsibility for all consequences and any damages that may arise at any time due to use of the Data by any such third party.

2. With this authorization, the Customer hereby expressly waives any protection or right under the Guyana Bank-Customer confidentiality and data protection laws to the extent necessary for the reporting of any Data hereunder. Further, the Customer accepts and acknowledges that any Data that the Bank discloses hereunder to the IRS, local tax authority and the Bank’s US correspondent bank, if applicable, will be subject to foreign laws, including but not limited to the laws of the USA, and will not be covered by the laws of Guyana. Foreign laws and regulations may follow different principles of Bank-Customer confidentiality and/or data protection than under the laws of Guyana. It is expressly understood that this authorization will not expire in the event of the Customer's incapacity to act, bankruptcy, declaration as a missing person, or his/her death, but will remain in force.

3. The Customer accepts and acknowledges that this authorization is a pre-condition for the relationship to be opened and/or maintained by the Bank.

4. The provisions governing the Bank’s General Terms and Conditions also apply to this authorization

Signature(s) of Customer..... Date:.....