

AGREEMENT

BETWEEN

THE SWISS CONFEDERATION

AND

THE REPUBLIC OF SINGAPORE

**ON THE AUTOMATIC EXCHANGE OF FINANCIAL
ACCOUNT INFORMATION TO IMPROVE
INTERNATIONAL TAX COMPLIANCE**

**AGREEMENT BETWEEN THE SWISS CONFEDERATION AND THE
REPUBLIC OF SINGAPORE ON THE AUTOMATIC EXCHANGE OF
FINANCIAL ACCOUNT INFORMATION TO IMPROVE
INTERNATIONAL TAX COMPLIANCE**

Whereas, the Swiss Confederation and the Republic of Singapore (the “Parties”) have a longstanding and close relationship with respect to mutual assistance in tax matters and desire to improve international tax compliance by further building on that relationship;

Whereas, the Swiss Confederation and the Republic of Singapore have signed the Convention on Mutual Administrative Assistance in Tax Matters as amended by the Protocol amending the Convention on Mutual Administrative Assistance in Tax Matters (the “Convention”) and acknowledge that the Convention must be in force and in effect in relation to them before the first exchange of financial account information takes place;

Whereas, the Common Standard on Reporting and Due Diligence for Financial Account Information (the “Common Reporting Standard”) was developed by the OECD, with G20 countries, to tackle tax avoidance and evasion and improve tax compliance;

Whereas, the laws of their respective jurisdictions require or are expected to require financial institutions to report information regarding certain accounts and follow related due diligence procedures, consistent with the scope of exchange contemplated by Section 2 of this Agreement and the reporting and due diligence procedures contained in the Common Reporting Standard;

Whereas, it is expected that the laws of the Parties would be amended from time to time to implement updates to the Common Reporting Standard;

Whereas, Article 6 of the Convention authorises the exchange of information for tax purposes, including the exchange of information on an automatic basis, and allows the Parties to agree the scope and modalities of such automatic exchanges;

Whereas, the Parties have in place (i) appropriate safeguards to ensure that the information received pursuant to this Agreement remains confidential and is used solely for the purposes set out in the Convention, and (ii) the infrastructure for an effective exchange relationship (including established processes for ensuring timely, accurate, and confidential information exchanges, effective and reliable communica-

tions, and capabilities to promptly resolve questions and concerns about exchanges or requests for exchanges and to administer the provisions of Section 4 of this Agreement);

Whereas, each Party is satisfied with confidentiality rules and data safeguards, including the provisions needed to ensure the necessary level of protection of personal data in accordance with the safeguards as required under its domestic law, provided for in the other Party;

Whereas, the Parties desire to conclude an agreement to improve international tax compliance based on reciprocal automatic exchange pursuant to the Convention, and subject to the confidentiality and other protections provided for therein, including the provisions limiting the use of the information exchanged under the Convention;

Whereas, the Parties confirm that there are appropriate mechanisms in each Party for taxpayers to disclose hitherto undeclared income and assets on a voluntary basis;

Now, therefore, the Parties HAVE AGREED as follows:

SECTION 1

Definitions

1. For the purposes of this agreement ("Agreement"), the following terms have the following meanings:

- a) The term "Singapore" means the Republic of Singapore.
- b) The term "Switzerland" means the Swiss Confederation.
- c) The term "Party" means the Republic of Singapore or the Swiss Confederation, as the context requires.
- d) The term "Competent Authority" means:
 - (i) in the case of Singapore, the Minister for Finance or his authorised representative; and
 - (ii) in the case of Switzerland, the Head of the Federal Department of Finance or his or her authorized representative.
- e) The term "Singaporean Financial Institution" means
 - (i) any Financial Institution that is resident in Singapore, but excludes any branch of that Financial Institution that is located outside Singapore; and
 - (ii) any branch of a Financial Institution that is not resident in Singapore, if that branch is located in Singapore.

- f) The term “Swiss Financial Institution” means
 - (i) any Financial Institution that is resident in Switzerland, but excludes any branch of that Financial Institution that is located outside Switzerland; and
 - (ii) any branch of a Financial Institution that is not resident in Switzerland, if that branch is located in Switzerland.
- g) The term “Reporting Financial Institution” means any Singaporean Financial Institution or Swiss Financial Institution, as the context requires, that is not a Non-Reporting Financial Institution.
- h) The term “Reportable Account” means a Singaporean Reportable Account or a Swiss Reportable Account, as the context requires, provided it has been identified as such pursuant to due diligence procedures, consistent with the Common Reporting Standard, in place in Singapore or in Switzerland.
- i) The term “Singaporean Reportable Account” means a Financial Account that is maintained by a Swiss Reporting Financial Institution and held by one or more Singaporean Persons that are Reportable Persons or by a Passive Non-Financial Entity with one or more Controlling Persons that is a Singaporean Reportable Person.
- j) The term “Swiss Reportable Account” means a Financial Account that is maintained by a Singaporean Reporting Financial Institution and held by one or more Swiss Persons that are Reportable Persons or by a Passive Non-Financial Entity with one or more Controlling Persons that is a Swiss Reportable Person.
- k) The term “Singaporean Person” means an individual or Entity that is identified by a Swiss Reporting Financial Institution as resident in Singapore pursuant to due diligence procedures consistent with the Common Reporting Standard, or an estate of a decedent that was a resident of Singapore.
- l) The term “Swiss Person” means an individual or Entity that is identified by a Singaporean Reporting Financial Institution as resident in Switzerland pursuant to due diligence procedures consistent with the Common Reporting Standard, or an estate of a decedent that was a resident of Switzerland.
- m) The term “TIN” means a Singaporean TIN or a Swiss TIN, as the context requires.
- n) The term “Singaporean TIN” means a Singaporean Tax Reference Number.
- o) The term “Swiss TIN” means:
 - (i) for individuals: the Old Age and Survivors Insurance Number according to the Federal Law of 20 December 1946 on the Old Age and Survivors Insurance;
 - (ii) for entities: the entity identification number according to the Federal Law of 18 June 2010 on the Entities Identification Number.

- p) The term “Common Reporting Standard” means the standard for automatic exchange of financial account information in tax matters, developed by the OECD, with G20 countries, as it is implemented in the respective national legislations of the Parties.

2. Any capitalised term not otherwise defined in this Agreement will have the meaning that it has at that time under the law of the jurisdiction applying the Agreement, such meaning being consistent with the meaning set forth in the Common Reporting Standard. Any term not otherwise defined in this Agreement or in the Common Reporting Standard will, unless the context otherwise requires or the Competent Authorities agree to a common meaning (as permitted by domestic law), have the meaning that it has at that time under the law of the jurisdiction applying this Agreement, any meaning under the applicable tax laws of that jurisdiction prevailing over a meaning given to the term under other laws of that jurisdiction.

SECTION 2

Exchange of Information with Respect to Reportable Accounts

1. Pursuant to the provisions of Articles 6 and 22 of the Convention and subject to the applicable reporting and due diligence rules consistent with the Common Reporting Standard, each Competent Authority will annually exchange with the other Competent Authority on an automatic basis the information obtained pursuant to such rules and specified in paragraph 2.
2. The information to be exchanged is, in the case of Singapore with respect to each Swiss Reportable Account, and in the case of Switzerland with respect to each Singaporean Reportable Account:
 - a) the name, address, TIN(s) and date and, in the case of Switzerland and if collected by a Swiss Financial Institution, place, of birth (in the case of an individual) of each Reportable Person that is an Account Holder of the account and, in the case of any Entity that is an Account Holder and that, after application of due diligence procedures consistent with the Common Reporting Standard, is identified as having one or more Controlling Persons that is a Reportable Person, the name, address, and TIN(s) of the Entity and the name, address, TIN(s) and date and, in the case of Switzerland and if collected by a Swiss Financial Institution, place, of birth of each Reportable Person;
 - b) the account number (or functional equivalent in the absence of an account number);
 - c) the name and identifying number (if any) of the Reporting Financial Institution;
 - d) the account balance or value (including, in the case of a Cash Value Insurance Contract or Annuity Contract, the Cash Value or surrender value) as of the end of the relevant calendar year or other appropriate reporting period or,

if the account was closed during such year or period, the closure of the account;

- e) in the case of any Custodial Account:
 - 1) the total gross amount of interest, the total gross amount of dividends, and the total gross amount of other income generated with respect to the assets held in the account, in each case paid or credited to the account (or with respect to the account) during the calendar year or other appropriate reporting period; and
 - 2) the total gross proceeds from the sale or redemption of Financial Assets paid or credited to the account during the calendar year or other appropriate reporting period with respect to which the Reporting Financial Institution acted as a custodian, broker, nominee, or otherwise as an agent for the Account Holder;
- f) in the case of any Depository Account, the total gross amount of interest paid or credited to the account during the calendar year or other appropriate reporting period; and
- g) in the case of any account not described in subparagraph 2(e) or (f), the total gross amount paid or credited to the Account Holder with respect to the account during the calendar year or other appropriate reporting period with respect to which the Reporting Financial Institution is the obligor or debtor, including the aggregate amount of any redemption payments made to the Account Holder during the calendar year or other appropriate reporting period.

SECTION 3

Time and Manner of Exchange of Information

1. For the purposes of the exchange of information in Section 2, the amount and characterisation of payments made with respect to a Reportable Account may be determined in accordance with the principles of the tax laws of the Party exchanging the information.
2. For the purposes of the exchange of information in Section 2, the information exchanged will identify the currency in which each relevant amount is denominated.
3. With respect to paragraph 2 of Section 2, information is to be exchanged with respect to 2018 and all subsequent years and will be exchanged within nine months after the end of the calendar year to which the information relates. Notwithstanding the foregoing sentence information is only required to be exchanged with respect to a calendar year if both jurisdictions have in effect legislation that requires reporting with respect to such calendar year that is consistent with the scope of exchange provided for in Section 2 and the reporting and due diligence procedures contained in the Common Reporting Standard.

4. The Competent Authorities will automatically exchange the information described in Section 2 in a common reporting standard schema in Extensible Markup Language.

5. The Competent Authorities will agree on one or more methods for data transmission including encryption standards.

SECTION 4

Collaboration on Compliance and Enforcement

A Competent Authority will notify the other Competent Authority when the first-mentioned Competent Authority has reason to believe that an error may have led to incorrect or incomplete information reporting or there is non-compliance by a Reporting Financial Institution with the applicable reporting requirements and due diligence procedures consistent with the Common Reporting Standard. The notified Competent Authority will take all appropriate measures available under its domestic law to address the errors or non-compliance described in the notice.

SECTION 5

Confidentiality and Data Safeguards

1. All information exchanged is subject to the confidentiality rules and other safeguards provided for in the Convention, including the provisions limiting the use of the information exchanged and, to the extent needed to ensure the necessary level of protection of personal data, in accordance with the safeguards which may be specified by the supplying Competent Authority as required under its domestic law.

2. Each Competent Authority will notify the other Competent Authority immediately regarding any breach of confidentiality or failure of safeguards and any sanctions and remedial actions consequently imposed.

SECTION 6

Consultations and Amendments

1. If any difficulties in the implementation or interpretation of this Agreement arise, either Competent Authority may request consultations to develop appropriate measures to ensure that this Agreement is fulfilled.

2. This Agreement may be amended by written agreement of the Parties. Unless otherwise agreed upon, such an amendment is effective on the first day of the month following the expiration of a period of one month after the date of the later of the signatures of such written agreement or the date of the later of the notifications exchanged for purposes of such written agreement.

SECTION 7

Term of Agreement

1. Each Party shall notify to the other the completion of the procedures required by its law for the bringing into force of this Agreement. The Agreement shall enter into force on the first day of the month following the date on which the later of those notifications has been received. Pending its effective entry into force, both Parties agree that the Agreement shall provisionally apply from 1 January 2018. A Party may terminate the provisional application of the Agreement by giving written notice to the other Party of its intention not to become a party to the Agreement. Such termination shall take effect on the first day of the month following the date of such notification and all obligations under the Agreement shall cease to be binding.
2. A Party may suspend the exchange of information under this Agreement by giving notice in writing to the other Party that it has determined that there is or has been significant non-compliance by the other Party with this Agreement. Such suspension will have immediate effect as from the date of the notification. For the purposes of this paragraph, significant non-compliance includes, but is not limited to, non-compliance with the confidentiality and data safeguard provisions of this Agreement and the Convention, a failure by the Party to provide timely or adequate information as required under this Agreement or defining the status of Entities or accounts as Non-Reporting Financial Institutions and Excluded Accounts in a manner that frustrates the purposes of the Common Reporting Standard.
3. Either Party may terminate this Agreement by giving notice of termination in writing to the other Party. Such termination will become effective on the first day of the month following the expiration of a period of 12 months after the date of the notice of termination. In the event of termination, all information previously received under this Agreement will remain confidential and subject to the terms of the Convention.

Signed in Geneva on 17 July 2017 in two originals in the German and English languages, both texts being equally authentic. In the case of divergence in the interpretation, the English text shall prevail.

For the Swiss Federal Council

For the Gouvernement of the
Republic of Singapore

Ueli Maurer

Huey Min Chia-Tern

Federal Councillor

Deputy Commissioner of In-
land Revenue

AGREED MINUTES

The delegations of the Swiss Confederation and the Republic of Singapore proceeded in an exchange of views in different meetings and by correspondences regarding the conclusion of the Agreement between the Swiss Confederation and the Republic of Singapore on the Automatic Exchange of Financial Account Information to Improve International Tax Compliance (hereinafter referred to as the “Agreement”).

On the occasion of the signing of the Agreement,

- a) the delegations of the Swiss Confederation and the Republic of Singapore have taken note of the joint declaration of 17 July 2017 on cooperation in the area of financial services between the Swiss Federal Department of Finance and the Monetary Authority of Singapore (Annex I to these Agreed Minutes);
- b) the delegation of the Republic of Singapore has confirmed that the Republic of Singapore is in a position to comply with the data protection safeguards specified in the notification made by the Swiss Confederation (Annex II to these Agreed Minutes).

For the Swiss delegation

For the Singapore delegation

Fabrice Filliez

Huey Min Chia-Tern

Ambassador
Deputy Head of Tax Division

Deputy Commissioner (International,
Investigation and Indirect Taxes Group)

State Secretariat for International
Financial Matters SIF

Inland Revenue Authority of Singapore

**JOINT DECLARATION ON COOPERATION IN THE AREA OF
FINANCIAL SERVICES**

*The Swiss Federal Department of Finance
and*

the Monetary Authority of Singapore,

mindful of the good bilateral relations between the Swiss Confederation and the Republic of Singapore,

taking due account of the agreement between the Swiss Confederation and the Republic of Singapore on cooperation in tax matters signed on this same day,

recognising their strong interlinkages existing between their open and globally integrated financial sectors

have reached the following understanding:

Both jurisdictions confirm their willingness to continue and further strengthen their mutual cooperation on financial services within the Singapore-Swiss Financial Dialogue, and will thereby:

- (i) continue to enable market access existing at the date of signature of this declaration and explore ways to facilitate and improve the provision of financial services between their jurisdictions; and
- (ii) discuss and explore ways to reinforce the stability and integrity of each other's financial markets.

Done in duplicate at Singapore on 17 July 2017

For the Swiss Federal Department
of Finance:

For the Monetary Authority
of Singapore:

NOTIFICATION ON DATA PROTECTION SAFEGUARDS REGARDING THE TREATMENT OF THE DATA COLLECTED AND EXCHANGED UNDER THE BILATERAL AGREEMENT BETWEEN THE SWISS CONFEDERATION AND THE REPUBLIC OF SINGAPORE ON THE AUTOMATIC EXCHANGE OF FINANCIAL ACCOUNT INFORMATION TO IMPROVE INTERNATIONAL TAX COMPLIANCE

1. Pursuant to the provisions of Section 5 of the Agreement on the Automatic Exchange of Financial Account Information to Improve International Tax Compliance that has been signed between the Republic of Singapore and the Swiss Confederation, hereinafter “the Agreement”, the Competent Authority of Switzerland hereby notifies the Competent Authority of Singapore that it will supply the information set forth in Section 2 of the Agreement where the safeguards set out in paragraphs 3 to 10 of this notification are in place in Singapore with respect to the information exchanged under the Agreement to ensure the necessary level of protection of personal data, as required under the domestic law of Switzerland.
2. It is understood that Singapore will implement the specified personal data protection safeguards as are recognised in the domestic law of Singapore.

Definitions

3. For the purposes of this notification:
 - a) The term “Personal Data” means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
 - b) The term “processing” means any operation or set of operations which is performed upon personal data, whether or not by automatic means, such as collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission or transfer, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.
 - c) The term “Competent Authority” shall have the meaning as defined in Section 1 of the Agreement.

Rights of access, rectification and erasure of Personal Data received under the Agreement from Switzerland

4. Individuals, providing evidence of their identity, shall have the right of access to their Personal Data processed by the Competent Authority of Singapore. Notwithstanding, access will not be given to unreasonable requests or requests which would be likely to jeopardise the assessment, audit, collection, or recovery of taxes, or the enforcement or prosecution in respect of taxes, or the data processing, by the Competent Authority of Singapore.

5. Individuals, providing evidence of their identity, shall also have the right to correction, amendment or erasure of their Personal Data where such Personal Data is shown to be inaccurate. If there are reasonable grounds to doubt the legitimacy of the request, the Competent Authority of Singapore may require further justifications before taking action.

6. If the Competent Authority of Switzerland informs the Competent Authority of Singapore that it has supplied inaccurate Personal Data, the Competent Authority of Singapore shall correct, amend or delete that Personal Data, as appropriate.

Right to seek redress

7. Individuals must have the right to seek effective administrative and judicial redress if they suffer damage due to the erroneous use by the Competent Authority of Singapore of the Personal Data supplied by the Competent Authority of Switzerland.

Data security

8. The Competent Authority of Singapore shall be obliged to take measures to protect the Personal Data transmitted by the Competent Authority of Switzerland to the Competent Authority of Singapore against unauthorized access, unauthorized alteration and unauthorized disclosure.

Data retention

9. The Competent Authority of Singapore shall ensure that Personal Data is kept in a form which permits identification of data subjects for no longer than is necessary for the purposes of the Agreement or for which the Personal Data is further processed and in any case, in accordance with the statute of limitations provided by Singapore's domestic tax legislation.

Use of information supplied

10. Information provided by the Competent Authority of Switzerland under the Agreement may only be used for the purposes set out in the Convention on Mutual Administrative Assistance in Tax Matters and in the Agreement. Information may only be used for other purposes subject to prior authorization by the Competent Authority of Switzerland.

This notification shall remain valid until the Competent Authority of Singapore is notified of any modification to the present notification.

