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身分證字號/統編/證照號碼：□□□□□□□□□□□□

帳號：□□□□□□□□□□□□

## 華南商業銀行

## 支票存款開戶申請書暨約定書

申請人茲因需要擬在貴行開立支票存款往來戶並依照銀行公會訂定支票存款戶處理規範特提示有關證件請准予辦理為荷。

開戶申請人 Name of Applicant		負責人 Legal Representative	
個人或負責人身分證統一編號 Individual/ Legal Representative ID		出生年月日 Birth Date	
營利事業統一編號 Certificates		創立日期 Established Date	
組織型態 Form of Organization		營業種類或職業 Line of Business or Occupation	
地址 Address		路 街 段 巷 弄 號 樓之	
電話 Tel.		E-mail	
檢附資料		說明	
對帳單收取方式		客戶資料使用聲明	

立約定書人(以下簡稱立約人)茲向貴行申請開立支票存款帳戶,嗣後所有一切往來均願遵照貴行後開支票存款約款辦理特立此書為憑:

- ◎本約定書及所載約定事項已經立約人攜回審閱逾五日(合理審閱期間至少五日)。
- ◎立約人已於事前詳閱全部條款,充分瞭解且同意其內容。
- ◎立約人已清楚瞭解貴行蒐集、處理、利用或國際傳輸本人個人資料之目的及用途。
- ◎立約人確認本約定書中以粗黑顯著字體載明之約定條款重要內容,經貴行充分解說後,已充分瞭解自身之權利行使、變更、解除及終止之方式及限制;貴行之重要權利、義務及責任;立約人應負擔之費用(包括收取時點、計算及收取方式);紛爭處理及申訴之管道。
- ◎請立約人妥善保管空白支票、印鑑,凡開發票據或簽發有關文件,均須按原留印鑑使用辦理,並請注意相關風險之控管。
- ◎本約定書壹式貳份,由貴行及立約人各執壹份為憑。

此致

華南商業銀行

立約定書人:  
(戶名及代表人)

(簽名/簽名並蓋章)

中華民國 年 月 日

經副 襄理 經辦 徵信調查 核對立約定書人 親 簽 ( / / )

## 壹、一般約定事項

- 一、貴行發給立約人支票簿。
- 二、存入款項時除現金外經貴行認可之票據及證券等均得存入。存入後由貴行在存款憑條(收據)上列印收訖戳記及簽章。
- 三、存入前條票據、證券等非經貴行收妥款項以前貴行得拒絕支付，倘發生退票及糾葛情事不問其為立約人自行存入抑由他方委託收帳所有退票款額貴行得逕自該帳戶內扣除或要求立約人調換同額款項。
- 四、立約人取款須開具貴行發給之支票，支票上應簽蓋原留印鑑如設立代理人時亦同。
- 五、貴行對於支票憑票付款不論發票日期先後概按執票人提示順序支付之，倘同時執票人提出多張支票時貴行得任意排列支票順序。
- 六、立約人或執票人以支票申請保付時，貴行即由立約人帳內照數付出。
- 七、立約人所簽發之本票或承兌之匯票而以貴行為擔當付款人時，逕自本帳戶內憑原留印鑑照付並應遵照後載委託擔當付款約定事項規定辦理。
- 八、第三人偽造、變造立約人留存貴行印鑑之印章而偽造票據，或變造、塗改立約人之票據，貴行如已盡善良管理人之注意義務仍不能辨認時，貴行不負損害賠償之責。第三人未經授權，使用立約人留存銀行印鑑而偽造票據，銀行憑留存印鑑付款，除有故意或過失外，不負損害賠償之責。
- 九、立約人同意除與貴行訂有透支契約者外，不得簽發超過存款餘額之支票，倘因立約人餘額不足，致所簽發之該項票據未能付款時，貴行無通知立約人之義務並得依照相關規定予以退票。
- 十、立約人應負責繳納票據交換所規定之違約金或其他手續費用，貴行得逕自該帳戶或立約人其他存款帳戶內扣除或要求立約人提出同額款項。
- 十一、立約人請即核對貴行抄送之個人戶綜合對帳單或企業戶支存對帳單，如有不符並請於一星期內通知貴行，否則推定核對無誤。
- 十二、立約人開出之支票或空白支票或印鑑如有遺失或被竊盜時，應依照「票據掛失止付處理規範」、「票據掛失止付資訊處理須知」及貴行掛失止付辦法辦理，但在貴行未接受掛失止付書面申請以前如有冒領款項情事貴行概不負責。
- 十三、立約人同意將其開戶日期、法人之資本額與營業額、退票及清償註記、撤銷付款委託紀錄、票據交換所通報為拒絕往來戶及其他有關票據信用資料提供予他人查詢。
- 十四、簽發支票或本票不得以易擦拭或褪色之筆填寫，否則將構成「使用易擦拭或易褪色之筆填寫」之退票理由予以退票。
- 十五、立約人除應遵守本約款之各條款外並應確實遵守貴行之一切章則、各縣市票據交換所章程及政府有關法令，否則因之而發生之一切損失貴行概不負責。
- 十六、立約人及貴行均得隨時終止本支票存款契約。契約終止時立約人應將剩餘之空白票據繳還貴行。
- 十七、立約人之地址、電子郵件信箱及聯絡電話等變更應儘快通知貴行。貴行對立約人之通知或函件，依立約人最後留存之資料為寄送，經通常之郵遞期間或於貴行留存之電子信箱伺服器未被退回，即視為已送達。
- 十八、立約人了解並同意立約人與貴行簽訂之支票存款開戶約定書，係以立約人與貴行簽訂之任何契據產生任何違約情事，並經貴行依約主張視為全部到期為解除條件，一旦解除條件成就，則前述之支票存款開戶約定書當然失其效力，貴行應立即返還該支票存款戶所餘存之款項，並將所應返還之款項抵銷立約人對貴行所負之一切債務。前項預定抵銷之意思表示，自登帳扣抵時即發生抵銷之效力。

服務項目		收費標準
申請歷史交易明細資料		1. 每份查詢頁數10頁(含)以內：100元。 2. 每份查詢頁數超過10頁，每1頁加收5元。 ※每一帳號視為1份。
調閱影印傳票/交易憑證		1. 當年度：每張100元。 2. 非當年度：每張200元。 ※須遠赴倉庫之資料每趟調閱需加收300元。
申請託收票據歷史資料	明細報表 (每張以「A4」用紙為標準)	最近一個月以內：不收費； 一個月以上，三個月以內：每張100元； 三個月以上：每張200元。
	媒體磁片檔案	最近一個月以內：不收費； 一個月以上，三個月以內：每片100元； 三個月以上：每片200元。
	票據影像	最近一個月以內：不收費； 一個月以上，三個月以內：每張100元； 三個月以上：每張200元。
領取空白票據		每張5元。
託收偏遠地區票據		每張40元(工本費)。
託收偏遠地區票據之撤票		每張50元(工本費)。
簽發本行支票		每張30元。
申請餘額、存額證明		最近一個月以內：每份50元；一個月以上：每份100元。 (如申請一份以上，每份加收20元)
支票存款戶申辦/註銷撤銷付款委託		每張150元。
掛失印鑑、更換印鑑		每件100元。
拒往、結清後申請兌付票據		每張200元。
申請票據掛失止付		每張100元。
存款不足退票違約金		每張200元。
退票註記		每張150元。
票信查詢		第一類：每份100元，第二類：每份200元。

(單位：新臺幣)

## 十九、本帳戶服務項目手續費收費標準：

立約人同意貴行得逕自本帳戶扣繳因本帳戶所衍生之手續費用。貴行所訂手續費用收費標準，貴行應以顯著方式，於營業場所或網站公開揭示。貴行所訂手續費用收費標準於立約後得隨時調整，但應於調整前以顯著方式，於營業場所或網站公開揭示。

- 二十、立約人同意貴行得將申請人與貴行往來交易處理事項之一部或全部，包括但不限於資訊系統之資料登錄、處理及輸出，資訊系統之開發、監控及維護，涉及資料處理之後勤作業，與電子通路客戶服務相關之電話自動語音系統、電話行銷、電子郵件之回覆與處理、電子銀行及電子商務之相關諮詢及協助、電話銀行專員服務，表單(含扣繳憑單)、憑證等資料列印、裝封、交付郵寄及保存，代客開票包括支票、匯票，有價證券、支票、表單及現金運送及自動櫃員機裝補鈔

等各項與貴行處理交易及作業有關之事項，於處理必要範圍內，依主管機關之規定，提供予受貴行委任處理事務之第三人。

- 二十一、本存款除中央存款保險股份有限公司明列不保項目外，立約人之存款本金均受該公司訂定最高保額保障。
- 二十二、立約人委託貴行代收之票據於運送途中，若發生票據被盜、遺失或滅失時，同意授權由貴行或付款行代理本人辦理掛失止付及聲請公示催告、除權判決等事宜。
- 二十三、立約人同意如其本身、負責人、實質受益人或高階管理人員為受法務部、聯合國、美國、歐盟、外國政府或國際組織公告經濟或貿易制裁之對象、外國政府或國際洗錢防制組織認定或追查之恐怖分子或團體者，貴行得拒絕業務往來或逕行關戶；立約人不配合貴行審視(包括客戶身分持續審查措施)、拒絕提供實質受益人或對立約人行使控制權之人資訊、對交易之性質、目的、資金來源不願配合說明者，或經貴行研判其所有之帳戶涉及非法活動、疑似洗錢、資恐活動時，貴行得暫時停止交易，或暫時停止或終止業務關係。
- 二十四、立約人申訴管道及處理程序：
  - (一)為維護立約人權益，立約人對本服務有所疑義皆可透過下列管道與本行聯絡：
    1. 24 小時客戶服務中心電話：(02) 2181-0101
    2. 申訴專線：0800-231710、0800-231719
    3. 意見信箱：<http://www.hncb.com.tw/others/contact.shtml>
    4. 傳真號碼：(02)2542-9933
    5. 營業時間中可親洽各營業單位
  - (二)本行受理申訴後，將由專人與立約人溝通說明暨釐清原因，並將處理結果回覆立約人。

## 貳、票據信用約定事項

### 一、定義

- (一)「退票」：指金融業者對於提示之票據拒絕付款，經填具退票理由單，連同票據，退還執票人之謂。
- (二)「清償贖回」：指對於存款不足、發票人簽章不符、擅自指定金融業者為本票之擔當付款人或本票提示期限經過前撤銷付款委託等理由所退票據及其退票理由單，由支票存款戶以清償票款等消滅票據債務之方法予以贖回之謂。
- (三)「提存備付」：指存款不足退票後，支票存款戶將票款存入辦理退票之金融業者，申請列收「其他應付款」帳備付之謂。
- (四)「重提付訖」：指退票後重新提示，於支票存款帳戶或其他應付款帳戶內付訖之謂。
- (五)「註記」：指支票存款戶如有退票紀錄、清償贖回或其他涉及其票據信用之事實時，由票據交換所予以註明，備供查詢之謂。
- (六)「終止擔當付款人之委託」：指金融業者終止受託為支票存款戶所簽發本票之擔當付款人之謂。
- (七)「拒絕往來」：指金融業者拒絕與票據信用紀錄顯著不良支票存款戶為支票存款往來之謂。

### 二、開戶審查與開戶資料變更

立約人開戶時，應填具印鑑卡及票據領取證交付貴行，經貴行向票據交換所查詢存戶之票據信用情形，並認可後發給空白票據。

印鑑卡上資料如有變更，立約人應即書面通知貴行，如擬變更印鑑，立約人須重填印鑑卡。

立約人如為法人戶，其名稱或負責人變更，而未依前項約定辦理時，於貴行發現該項情事並通知立約人辦理變更手續，逾 1 個月未辦理者，貴行得終止支票存款往來契約，並通知立約人結清帳戶。

### 三、本票

立約人簽發由貴行所發給載明以貴行為擔當付款人之本票時，由貴行自立約人名下之支票存款戶內代為付款。

前項本票，執票人提示時雖已逾付款之提示期限，但仍在該本票自到期日起算（見票即付之本票，自發票日起算）3 年之內，且立約人未撤銷付款委託，亦無其他不得付款之情事者，貴行仍得付款。

倘因帳戶內存款不足或發票人簽章不符，致立約人所簽發之本票退票時，其退票紀錄與支票之退票紀錄合併計算。

### 四、手續費

立約人簽發之票據，因存款不足而退票時，貴行得向立約人收取手續費。

前項手續費，不得逾越票據交換所向貴行所收取手續費之 150%。

### 五、註記

立約人於其簽發之支票或以貴行為擔當付款人之本票退票之次日起算 3 年內，有清償贖回、提存備付、重提付訖或其他涉及票據信用之情事者，得向貴行申請核轉票據交換所依「支票存款戶票信狀況註記須知」辦理註記。

### 六、限制或停止發給空白支票、本票

立約人如有下列情事之一者，貴行得限制發給空白支票及空白本票：

- (一)已發生存款不足退票情事或經常於退票後再辦理清償贖回、提存備付或重提付訖者。
- (二)使用票據有其他不正常之情事者。

貴行為前項限制時，應以書面告知限制之理由；對於限制理由，立約人認為不合理時，得向貴行提出申訴。

立約人在貴行開立之存款帳戶被扣押時，貴行得停止發給空白支票及空白本票，但被扣押之金額經貴行如數提存備付者，不在此限。

### 七、終止擔當付款人之委託

立約人在各地金融業者所開立之支票存款帳戶，因簽發以金融業者擔當付款人之本票，於提示期限經過前撤銷付款委託，經執票人提示所發生之退票，未辦妥清償贖回、提存備付或重提付訖之註記，1 年內達 3 張時，貴行得自票據交換所通報日起算，予以終止為立約人擔當付款人委託 3 年。

前項情形貴行終止受立約人委託為擔當付款人時，立約人應於貴行通知後之 1 個月內，返還剩餘空白本票。

### 八、拒絕往來

立約人在各地金融業者所開立之支票存款帳戶，因下列情事之一所發生之退票，未辦妥清償贖回、提存備付或重提付訖之註記，1 年內合計達 3 張，或因使用票據涉及犯罪經判刑確定者，貴行得自票據交換所通報日起算，予以拒絕往來 3 年：

- (一)存款不足。
  - (二)發票人簽章不符。
  - (三)擅自指定金融業者為本票之擔當付款人。
- 前項各款退票紀錄分別計算，不予併計。

### 九、終止支票存款往來約定之處理

立約人被列為拒絕往來戶，或因其他情事終止支票存款往來之約定時，立約人應於貴行通知後之 1 個月內，結清帳戶並返還剩餘空白支票及本票。

### 十、公司重整之暫予恢復往來

立約人如為公司組織，於拒絕往來期間屆滿前，經法院裁定准予重整後，得向貴行申請核轉票據交換所辦理重整註記：經重

整註記者，貴行得暫予恢復往來。

前項公司在暫予恢復往來之日起至原拒絕往來期間屆滿前再發生存款不足退票，貴行得自票據交換所再通報之日起算，予以拒絕往來3年。

#### 十一、請求恢復往來

立約人如經拒絕往來而有下列情事之一，經貴行同意後，得恢復往來並重新開戶：

(一)拒絕往來期間屆滿。

(二)構成拒絕往來及其後發生之全部退票，均已辦妥清償贖回、提存備付或重提付訖之註記。

#### 十二、彙整資料及提供查詢

立約人同意貴行以票據交換所為彙整退票紀錄及拒絕往來資料處理中心，並同意該所將立約人之退票紀錄、被列為拒絕往來戶及其他有關票據信用之資料，提供予他人查詢。

#### 十三、本約款如有未盡事宜，悉依有關法令辦理。

### 參、委託擔當付款約定事項

- 一、立約人簽發以貴行為擔當付款人之本票或承兌匯票應在該項票據到期日提示付款前，籌足款項存入該支票存款帳戶內備付。倘因立約人餘額不足，致所簽發之該項票據未能付款時，貴行無通知立約人之義務並得依照相關規定予以退票，立約人絕無異議。
- 二、立約人簽發之本票，其到期日在發票日之前者，或到期日記載不全者，貴行得予退票。
- 三、立約人如往來情形不佳，雖未拒絕往來，貴行亦得拒絕發給空白本票。
- 四、立約人簽發之本票，除為短期票券交易商、銀行或信託投資公司之商業本票經貴行同意得自行印製外，應使用貴行印發之本票，否則，貴行可予退票處理。
- 五、本約定未規定事項，悉依立約人與貴行所訂支票存款往來約定書之規定及有關法令規章辦理。

### 肆、綜合對帳單服務約定事項

- 一、綜合對帳單係指貴行依法令規範提供立約人與貴行往來之帳務資訊，包括但不限於臺/外幣存款帳戶及理財商品資訊等，並提供貸款自動扣帳明細。綜合對帳單以郵寄方式寄送至立約人原留之通訊地址者稱為實體綜合對帳單，如以其他非郵寄方式(例如：以email寄送至申請人留存之電子郵件信箱地址)寄送者稱為電子綜合對帳單。
- 二、立約人同意貴行於處理交易帳款收付業務、電腦處理業務或其他與本約定事項有關之附屬業務，依法令規定得委託適當之第三人(機構)合作辦理。
- 三、立約人選擇以電子郵件收取電子綜合對帳單者，立約人同意貴行無需再行提供實體綜合對帳單寄發服務且同意先行確認留存於貴行之個人電子郵件信箱地址之正確性，並於變更時立即通知貴行。如因立約人留存之電子郵件信箱地址錯誤或怠於通知貴行電子郵件地址變更所衍生之損害，由立約人自行負責，概與貴行無涉。  
立約人於收受貴行寄送之綜合對帳單後，應及時予以核對，如有不符時，應儘速於各項業務約定之期限內通知貴行，逾越前揭期限者，推定為核對無誤。
- 四、因不可抗力之事由致貴行延遲或無法提供綜合對帳單服務時，貴行仍應於該不可抗力事由終了後另行寄送之。

### 伍、美國海外帳戶稅收遵循法條款

- 一、立約人茲受告知並同意配合貴行遵循國內外稅務法令(包含但不限於美國海外帳戶稅收遵循法及中華民國相關法令)、條約或國際協議的必要措施，包含調查立約人及立約人之受益人之國籍與稅籍稅務資料，將稅籍資料及帳戶資訊揭露予國內外政府機關(包含中華民國政府及美國聯邦政府)，並於調查結果顯示立約人與貴行間的關係符合國內外稅務法令、條約或國際協議之特定條件(包含但不限於立約人及立約人之受益人未能協助提供前揭調查所需的資料或立約人及立約人之受益人不同意貴行向中華民國政府及美國聯邦政府為前揭揭露等情形)時，為立約人辦理稅款扣繳之結算或終止本約定書。
- 二、基於立約人與本行共同遵循美國海外帳戶稅收遵循法(Foreign Account Tax Compliance Act)之必要，本行擬蒐集您的個人資料。因涉及立約人的隱私權益，本行依據個人資料保護法第八條第一項及第九條之規定，應明確告知您下列事項：(一)非公務機關名稱(二)蒐集之目的(三)個人資料之類別(四)個人資料利用之期間、地區、對象及方式(五)當事人依個人資料法第三條規定得行使之權利及方式(六)當事人得自由選擇提供個人資料時，不提供將對其權益之影響(七)如間接蒐集非由立約人提供之個人資料，個人資料之來源。
- 三、有關本行名稱華南商業銀行股份有限公司。本行蒐集立約人的個人資料之目的、類別及利用之期間、地區、對象及方式、以及間接蒐集個人資料之來源等告知事項，請立約人詳閱如後附表。
- 四、依據個人資料保護法第三條規定，立約人就本行保有立約人的個人資料得行使下列權利：
  - (一)除有個人資料保護法第十條所規定之情形外，立約人得向本行查詢、請求閱覽或請求製給複製本。立約人向本行查詢、請求閱覽或請求製給複製本時，本行依個人資料保護法第十四條之規定將酌收必要成本費用。
  - (二)立約人得向本行請求補充或更正，惟個人資料保護法施行細則第十九條規定，立約人須向本行說明請求補充或更正之原因及事實，並提出相關證明。
  - (三)本行如有違反個人資料保護法規定蒐集、處理或利用立約人的個人資料，立約人依個人資料保護法第十一條第四項規定，得請求本行停止相關行為。
  - (四)依個人資料保護法第十一條第二項規定，個人資料正確性有爭議者，立約人得向本行請求停止處理或利用台端之個人資料；惟本行因執行業務所必須並註明其爭議，或經立約人書面同意繼續處理或利用者，不在此限。
  - (五)依個人資料保護法第十一條第三項規定，個人資料蒐集之特定目的消失或期限屆滿時，得向本行請求刪除、停止處理或利用立約人的個人資料；惟本行因執行業務所必須或經您書面同意者，不在此限。
- 五、立約人如欲行使上述個人資料保護法第三條規定之各項權利，有關如何行使之方式，得向本行客服(02)2181-0101詢問或於本行網站(網址：<http://www.hncb.com.tw/>)查詢。
- 六、立約人得自由選擇是否提供相關個人資料，惟關於本行遵循美國海外帳戶稅收遵循法條款之特定目的需蒐集、處理及利用立約人的個人資料，如立約人不同意提供或提供資料不足，本行必須依美國海外帳戶稅收遵循法之規定將立約人的帳戶列為未提供資料之帳戶(Recalcitrant Account)，並可能必須依美國海外帳戶稅收遵循法及跨政府協議之規範終止提供立約人帳戶服務或為其他因應措施。
- 七、本約定書相關名詞參考美國海外帳戶稅收遵循法說明如下：(本說明僅供參考，相關定義以美國海外帳戶稅收遵循法之有權解釋為準)
  - (一)美國海外帳戶稅收遵循法：指美國 Foreign Account Tax Compliance Act 即 26 USC §1471~ §1474，或稱美國內地稅法第四章(Internal Revenue Code Chapter 4)，並包含美國聯邦政府內地稅收局(Internal Revenue

Service)發布的相關行政命令(包含但不限於26 CFR Parts 1及301)、指引及申辦表單等。

- (二) 條約或國際協議：包含但不限於中華民國政府與美國政府或雙方政府之代表人或代表機構間簽訂關於美國海外帳戶稅收遵循法執行的跨政府協議(Intergovernmental Agreement)。
- (三) 立約人之受益人：包含但不限於立約人指定自動或定期轉帳轉入帳戶持有人；立約人如為非自然人之法律實體時，對立約人直接或間接擁有股權性利益、合夥利益、投資利益、信託利益之人，以及其他依美國海外帳戶稅收遵循法可認定雖非直接持有帳戶，但實質享有帳戶利益之人。
- (四) 國籍與稅籍稅務資料：包含但不限於國籍、雙重國籍或永久居留權身分；納稅義務人稅籍編號(Taxpayer Identification Number)、全球中介機構識別碼(Global Intermediary Identification Number)；美國稅務 Form W-8、Form W-9 或其他替代性文件，以及其他依美國海外帳戶稅收遵循法指定金融機構必須調查或取得的帳戶相關資料。

(五) 其他相關名詞：

1. 美國內地稅法第四章身分(Internal Revenue Code Chapter 4 Status):包含美國人(U. S. Person)、特定美國人(Specified U. S. Person)、除外之非金融機構外國(即非美國)法人(excepted NFFE)、或非實質營運之非金融外國(即非美國)法人(Passive NFFE)等自然人或非自然人之法律實體之身分類別，及其他同於美國內地稅法第四章所規定之身分類別。
2. 美國人(U. S. Person)及特定美國人(Specified U. S. Person)：美國人係指 26 USC §7701(a)30 所規定之美國人，包含美國公民、具美國永久居留權之人、美國境內的合夥組織、公司或遺產財團、或美國法院對之有管轄權或美國人對之有控制權的信託財產。特定美國人係指 26 USC §1473(3)所規定任何不具下列性質之美國人：1. 任何股票於證券交易市場經常性交易之公司、2. 任何同屬於前述 1. 公司集團之公司、3. 任何屬 26 USC §501(a)所指之免稅組織或自然人退休計畫、4. 美國(政府)或政府所有之機構或投資工具、5. 任何美國聯邦州、哥倫比亞特區、美國(政府)財產、其分支、其所有之機構或投資工具、6. 任何銀行、7. 任何不動產投資信託、8. 任何受監督的投資公司、9. 任何共同信託基金、10. 任何適用 26 USC §664(c)之免稅規定或符合 26 USC §4947(a)(1)的信託、11. 依據美國相關法令註冊之證券、商品、衍生性金融商品(包含名義資本合同、期貨、遠期合約及期權)之交易或財產、服務之經紀商、12. 經紀商、及 13. 任何符合 26 USC §403(b)或 26 USC §457(g)之免稅信託。
3. 外國(即非美國)金融機構(Foreign Financial Institution; FFI)及非金融外國(即非美國)法人(Non-financial Foreign Entity; NFFE)：外國(即非美國)金融機構係指 26 USC §1471(d)(4)定義之非美國的金融機構，金融機構則是指 26 USC §1471(d)(5)所定義辦理存款業務的銀行、以從事投資、轉投資、或有價證券、合夥利益、商品期貨或任何對有價證券、合夥利益、商品期貨的利益(包含期貨、遠期合約或選擇權)的交易為主業的機構等。非金融外國(即非美國)法人則是指 26 USC §1472(d) 所定義任何不屬於金融機構的非美國機構。
4. 除外之非金融外國(即非美國)法人(Excepted NFFE)：指 26 CFR §1.1472-1(c)(1)所定義符合下列條件之一的非金融機構外國(即非美國)法人：1. 屬於股份有限公司且一定比例公司股票於正式的證券交易市場(established securities market)中經常交易者。2. 前述股份有限公司的關係企業。3. 美國海外領土居民所完全持有控制的非金融外國(即非美國)法人。4. 實質營運之非金融外國(即非美國)法人(Active NFFE)。5. 豁免型非金融機構，包含 26 CFR §1.1471-5(e)(5)所指的非金融集團的控股公司、財政管理中心、自保型財務公司、新設公司、清算或破產更生公司或非營利組織等。其中實質營運之非金融外國(即非美國)法人(Active NFFE)係指 26 CFR §1.1472-1(c)(1)(iv)所定義符合下列條件的非金融外國(即非美國)法人：1. 前一年度被動收入(passive income)未滿毛收入的百分之五十，且 2. 該機構直接或間接產生被動收入之資產加權平均價值所占百分比未滿百分之五十；其中被動收入(passive income)係指未經相關法令排除適用之股利、利息、相當於利息的收入、租金或權利金收入、年金、處分產出被動收入資產的盈餘、特定商品期貨交易的盈餘、Section 988 Transaction 的盈餘、26 CFR §1.446-3(c)(1)所定義 Notional Principal Contract 的淨收入、來自現金價值保險契約的收入、保險公司關於保險及年金契約準備金所賺取的收入等。
5. 非實質營運之非金融外國(即非美國)法人(Passive NFFE)：不屬於除外之非金融外國(即非美國)法人(Excepted NFFE)之非金融外國(即非美國)法人(NFFE)。
6. 控制人(Controlling Persons)定義以中華民國洗錢防制法為準：1. 具控制權之最終自然人身分。所稱控制權係指持有該法人股份或資本超過百分之二十五者；2. 如未發現具控制權之自然人，或對具控制權自然人是否為實際受益人有所懷疑時，應辨識有無透過其他方式對客戶行使控制權之自然人；3. 如依前二小目規定均未發現具控制權之自然人時，應辨識擔任高階管理職位之自然人身分。

八、如立約人因故未能惠予提供足以認定非屬於美國海外帳戶稅收遵循法規範之美國帳戶持有人之資料；或立約人尚未惠予同意本行得於立約人的帳戶符合美國海外帳戶稅收遵循法規定的各該條件下，向美國申報立約人的帳戶資料；因前揭情形已造成本行遵循美國海外帳戶稅收遵循法的困難，本行將以公告、發送簡訊或電子郵件等方式通知立約人，如本行未接獲立約人的進一步指示，本行為維護全體客戶的權益，可能必須依美國海外帳戶稅收遵循法及跨政府協議之規範終止提供立約人帳戶服務或為其他因應措施。



- 一、由於個人資料之蒐集，涉及立約人的隱私權益，本行向立約人蒐集個人資料時，依據個人資料保護法(以下稱個資法)第8條第1項規定，應明確告知立約人下列事項：(一)非公務機關名稱(二)蒐集之目的(三)個人資料之類別(四)個人資料利用之期間、地區、對象及方式(五)當事人依個資法第3條規定得行使之權利及方式(六)當事人得自由選擇提供個人資料時，不提供將對其權益之影響。
- 二、有關本行蒐集立約人個人資料之目的、個人資料類別及個人資料利用之期間、地區、對象及方式等內容如后：
  - (一)蒐集之目的：
    1. 036 存款與匯款業務、067 轉帳卡或電子票證業務、082 借款戶與存款戶存借作業綜合管理、112 票據交換業務、181 其他經營合於營業登記項目或組織章程所定之業務(例如：電子金融業務、代理收付業務、共同行銷或合作推廣業務等)。
    2. 共通性特定目的項目：040 行銷、059 金融服務業依法令規定及金融監理需要，所為之蒐集處理及利用、060 金融爭議處理、063 非公務機關依法定義務所進行個人資料之蒐集處理及利用、069 契約、類似契約或其他法律關係管理之事務、090 消費者、客戶管理與服務、091 消費者保護、098 商業與技術資訊、104 帳務管理及債權交易業務、136 資(通)訊與資料庫管理、137 資通安全與管理、157 調查、統計與研究分析、182 其他諮詢與顧問服務。
  - (二)蒐集之方式：

本行取得立約人之個人資料，因服務之提供、或行銷活動之參與、或依相關法令，或自己已經公開之資訊、經政府機關揭露或第三人有權提供之合法資料中獲得。
  - (三)蒐集之個人資料類別：

姓名、身分證統一編號、性別、出生年月日、通訊方式、網頁紀錄、行動服務使用紀錄與其分析資料，及其他詳如相關業務申請書或契約書之內容，並以本行與立約人往來之相關業務、帳戶或服務及自立約人或第三人處(例如：財團法人金融聯合徵信中心)所實際蒐集之個人資料為準。
  - (四)個人資料利用之期間：

特定目的存續期間或依相關法令所定(例如商業會計法等)或因執行業務所必須之保存期間或依個別契約就資料之保存所定之保存年限。(以期限最長者為準)
  - (五)個人資料利用之地區：下揭「個人資料利用之對象」欄位所列之利用對象其國內及國外所在地。
  - (六)個人資料利用之對象：

本行(含受本行委託處理事務之委外機構)、依法令規定利用之機構(例如：華南金融控股公司等)、其他業務相關之機構(例如：通匯行、財團法人金融聯合徵信中心、財團法人聯合信用卡處理中心、台灣票據交換所、財金資訊股份有限公司、悠遊卡股份有限公司、信用保證機構、信用卡國際組織、收單機構暨特約商店等)、依法有權機關或金融監理機關、您所同意之對象(例如本行共同行銷或交互運用客戶資料之公司、與本行合作推廣業務之公司等)。
  - (七)個人資料利用之方式：
    - 1、符合個人資料保護相關法令以自動化機器或其他非自動化之利用方式。
    - 2、為提供立約人更理想的個人化服務與體驗，就個人資料之蒐集、處理與利用的範圍，本行將分析與運用來自造訪本行網頁紀錄或已公開之社群媒體資訊或第三人處合法取得之資料(例如：通匯行、財團法人金融聯合徵信中心、財團法人聯合信用卡處理中心、台灣票據交換所、財金資訊股份有限公司、悠遊卡股份有限公司、信用保證機構、信用卡國際組織、收單機構暨特約商店等)，以利提升本行服務品質。
- 三、依據個資法第3條規定，臺端就本行保有臺端之個人資料得行使下列權利：
  - (一)除有個資法第10條所規定之例外情形外，得向本行查詢、請求閱覽或請求製給複製本，惟本行依個資法第14條規定得酌收必要成本費用。
  - (二)得向本行請求補充或更正，惟依個資法施行細則第19條規定，立約人應適當釋明其原因及事實。
  - (三)本行如有違反個資法規定蒐集、處理或利用您之個人資料，依個資法第11條第4項規定，您得向本行請求停止蒐集。
  - (四)依個資法第11條第2項規定，個人資料正確性有爭議者，得向本行請求停止處理或利用您之個人資料。惟依該項但書規定，本行因執行業務所必須並註明其爭議或經您書面同意者，不在此限。
  - (五)依個資法第11條第3項規定，個人資料蒐集之特定目的消失或期限屆滿時，得向本行請求刪除、停止處理或利用立約人之個人資料。惟依該項但書規定，本行因執行業務所必須或經立約人書面同意者，不在此限。
- 四、立約人如欲行使上述個資法第3條規定之各項權利，有關如何行使之方式，得向本行客服(02-21810101)詢問或於本行網站(網址：<http://www.hncb.com.tw>)查詢。
- 五、立約人得自由選擇是否提供相關個人資料及類別，惟立約人所拒絕提供之個人資料及類別，如果是辦理業務審核或作業所需之資料，本行可能無法進行必要之業務審核或作業而無法提供立約人相關服務或無法提供較佳之服務，敬請見諒。

特定目的說明		蒐集之個人資料類別	個人資料利用之期間	個人資料利用之地區	個人資料利用之對象	個人資料利用之方式	間接蒐集個人資料
業務類別	業務特定目的及代號						
美國海外稅收帳戶遵循法遵循業務(為依法辨識美國稅務居民身分, 暨向美國當局或其他法定對象申報美國稅務居民海外帳戶資料之相關業務)	059 金融服務業依法令規定及金融監理需要, 所為之蒐集處理及利用 060 金融爭議處理 063 非公務機關依法定義務所進行個人資料之蒐集處理及利用 069 契約、類似契約或其他法律關係管理之事務 090 消費者、客戶管理與服務 091 消費者保護 095 財稅行政 098 商業與技術資訊 104 帳務管理及債權交易業務 136 資(通)訊與資料庫管理 157 調查、統計與研究分析	姓名、國籍、身分證統一編號、性別、出生年月日、通訊方式、稅籍編號、移民情形、旅行、其他遷徙細節及其他詳如相關業務申請書或契約書之內容, 並以本行與您實質所有之法律實體往來之相關業務、帳戶或服務及自您或第三人處(如立約人為本行客戶, 則包含財團法人金融聯合徵信中心)所實際蒐集之個人資料類別為準。	一、特定目的存續期間。 二、依相關國內外法令所定(等)或因執行業務所必須之保存期間或依個別相關契約就資料之保存年限。(以期限最長者為準)	右邊「個人資料利用之對象」欄位所列之利用對象其國內及國外所在地。	一、本行(含受本行委託處理事務之委外機構)。 二、依國內外法令規定處理利用之機構(例如: 本行母公司、所屬金融控股公司及關係金融機構等)。 三、依國內外法令之有權機關、金融監理機關或稅務機關(含美國聯邦政府財政部)。 四、其他立約人所同意之對象。	符合個人資料保護相關法令以自動化機器或其他非自動化之利用方式。	本行依法透過管道間接蒐集非由立約人提供之個人資料。

## 華南金融集團客戶資料保密措施

華南金融控股公司及子公司(以下稱本集團)謹遵守金融控股公司法、個人資料保護法、金融監督管理委員會「金融控股公司子公司間共同行銷管理辦法」及主管機關相關法令規範制定此保密措施。

### 一、客戶資料蒐集方式

本集團擁有您的資料，係因您已是本集團旗下子公司的客戶，或參與子公司行銷活動時所提供。

### 二、資料儲存及保管方式

子公司取得您的資料後，係依相關作業規範建檔並儲存資料庫，同時嚴格控管資料之存取，本集團經正式授權人員始得於各該公司業務範圍內蒐集、使用及保管您的資料。

### 三、客戶資料之安全及保護方法

為保護您的資料的隱密性、完整性及可用性，本集團除運用安全之軟硬體設備及機制進行客戶資料之傳輸外，並依政府相關法令及資訊管理原則，採用先進高安全性防火牆並輔以防入侵系統及全方面防毒系統保護資訊系統，防止不法侵入及惡意程式之破壞，以避免客戶資料遭到非法取得與使用。

### 四、客戶資料分類、利用範圍及項目

您的資料包括基本資料、往來交易及其他相關資料，除法令另有規定、經過您簽訂契約或書面明示同意者外，所利用(包括但不限於揭露、轉介或交互運用)於行銷的資料不得含有基本資料以外的往來交易資料及其他相關資料，前述資料的分類及內容如下：

(一) 基本資料：包括姓名/名稱、出生年月日/核准設立日期、身分證統一編號/公司行號統一編號、電話及地址等資料。

(二) 往來交易及其他相關資料包括以下各目資料：

1. 帳務資料：包括帳戶號碼或類似功能號碼、信用卡帳號、存款帳號、交易帳戶號碼、存借款及其他往來交易資料及財務情況等資料。
2. 信用資料：包括退票紀錄、註銷紀錄、拒絕往來紀錄及業務經營狀況等資料。
3. 投資資料：包括投資或出售投資之標的、金額及時間等資料。
4. 保險資料：包括投保保險種類、年期、保額及繳費方式等相關資料。

### 五、客戶資料蒐集、處理、利用及相關事項

為滿足您投資理財的各項需求，提供更完整、更多元的金融理財商品或服務，本集團於符合法令規範的情況下，得於特定目的內蒐集、處理，以及利用(包括但不限於揭露、轉介或交互運用)您的基本資料、往來交易及其他相關資料。

子公司於蒐集您的個人資料時，即遵循法令規定向您告知個人資料蒐集、處理及利用之特定目的，以及基於特定目的利用個人資料之期間、地區、對象及方式，並告知您提供資料與否對您權益之影響。

### 六、資料揭露對象

本集團依法僅在各該公司內部，或其委任處理營業相關第三人間進行客戶資料之交互運用及揭露，子公司間相互揭露客戶資料或交付予其他子公司時，應訂定保密協定，並維護客戶資料之機密性或限制其用途。

子公司於收受並運用您的資料時，除依該業法的委外規定辦理、基於第五條所定目的或法律規定外，不得再向其他第三人揭露該等資料。

### 七、客戶資料變更修改方式

您於法律許可的範圍內可隨時親赴、書面送達往來公司旗下分支據點或來電通知往來公司客戶服務中心更改及修正您的資料，以維護其正確性及可靠性。

### 八、客戶權利行使及選擇退出方式

您可依法向往來公司查詢、閱覽、製給複製本、補充、更正、停止蒐集、處理、利用或刪除您的個人資料。

若您不願意再收到有關(共同)行銷的業務活動訊息，可逕以書面送達、親赴您往來公司旗下分支據點填寫聲明書，或來電通知您往來公司客戶服務中心。

往來公司於收到您停止使用資料的通知並確認您的身份後將立即受理，於系統及作業合理期間內通知各子公司、部門、產品線及各委外單位的行銷人員停止相互使用您的資料，並將配合修正電腦控管系統。

此保密措施若因社會環境及法令變遷而修改，本集團將儘速更新，並透過公司網頁或於營業處所內明顯位置公告。

交互運用您資料的子公司名稱：

華南商業銀行股份有限公司、華南永昌綜合證券股份有限公司、華南產物保險股份有限公司、華南永昌證券投資信託股份有限公司、華南期貨股份有限公司、華南金資產管理股份有限公司、華南金創業投資股份有限公司





National ID No./Unified Business No./Certificate No.:

Account No.:

**HUA NAN COMMERCIAL BANK**

Application and Agreement for Checking Account Opening

Whereas the Applicant needs to open a checking account with your Bank, and now therefore provides relevant documents according to the "Regulations Governing Handling of Checking Accounts" promulgated by the Bankers Association for your handling. Please kindly approve.

Name of Applicant								Name of Responsible Person		
Individual or Responsible Person ID No.		<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Birth Date		
Tax ID No.		<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Establishment Date		
Form of Organization		<input type="checkbox"/> Company <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Individual <input type="checkbox"/> Other						Type of Business or Occupation		
Address	Registered Address/ Business Address									
	Communication Address <input type="checkbox"/> Same with above									
Telephone Number	Home : ( ) -			Mobile :			E-mail			(The email address provided by the applicant will become valid after an email verification procedure.)
	Office : ( ) -			Ext.						
Required Documents	Individual	<input type="checkbox"/> 1. National ID Card; <input type="checkbox"/> 2. Second identification document						Explanation		
	Entity	<input type="checkbox"/> 1. National ID card of the responsible person. <input type="checkbox"/> 2. Second identification document of the responsible person. <input type="checkbox"/> 3. Corporate/Business registration certificate <input type="checkbox"/> 4. Competent authority registration certificate or document to approve establishment or filing documents. <input type="checkbox"/> 5. Notice of allocation of tax ID approved and issued by the Taxation Bureau <input type="checkbox"/> 6. Others:								1.Second identification document: Other documents which can prove your identity, such as health insurance card, passport, driver license or student ID, etc. 2. Corporate registration certificate (1) Corporate registration card for establishment (2) Corporate registration card for amendment (3) Corporate registration certificate 3.Business registration certificate: Approval letter and other documents issued by the competent authority to approve business registration
Receipt Methods of Bank Statement	Individual comprehensive bank statement	<input type="checkbox"/> E-mail <input type="checkbox"/> Mail <div style="border-left: 1px solid red; border-right: 1px solid red; padding: 5px;"> <p>1. If not checked, it shall be deemed as agreeing to "E-mail". An email address needs to be provided if the applicant chooses to receive the statement by emails. If the email verification fails, the statement will be sent to an email address previously provided. If the applicant does not provide an email address, the statement will be delivered by mail.</p> <p>2. If it is different from the receipt methods of the Applicant as agreed for other businesses, the receipt method last agreed will govern.</p> </div>								
	Entity	<input type="checkbox"/> Picking it up <input type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> Self-inquiry <input type="checkbox"/> E-mail								

Statement of Use of Client Data	<p><input checked="" type="radio"/> <b>Basic information other than name and address, transaction information and other relevant information of the Client (Note 1)</b></p> <p>I <input type="checkbox"/> agree <input type="checkbox"/> disagree</p> <p style="font-size: small;">1.If you agree, please sign or affix the seal in the column you check; if not signed or affixed the seal, it shall be deemed as not agreed. 2.If you do not agree, no signature or affixing the seal is required; if not checked, it shall be deemed as not agreed.</p> <p><b>to provide such information to the Bank and the subsidiaries of Hua Nan Financial Holdings Co., Ltd. (Note 2) to file, disclose, transfer, cross-use, etc. for marketing purpose, and I may suspend or alter or change the cross-use of the aforementioned information by the means of written notice, phone call or contacting the Bank in person.</b></p> <p><input type="checkbox"/> <b>Suspension of jointly using my basic personal information and account, credit, investment, insurance, and relevant information for marketing purpose.</b></p> <p><b>Note 1: According to Article 10 of the "Rules Governing Cross-Selling by Financial Holding Company Subsidiaries", the basic information, transaction information and other relevant information are defined as follows:</b></p> <p>(1) <b>Basic information: including name, birth date, ID number, phone number, address, etc.</b>  (2) <b>Account information: including account number, similar function number, credit card number, deposit account number, transaction account number, deposit and loan and other transaction information and financial situation, etc.</b>  (3) <b>Credit information: including dishonored bill and note records, cancellation records, declared account rejection records and business operation status, etc.</b>  (4) <b>Investment information: including the object, amount and time, etc. of investment or sale of investment.</b>  (5) <b>Insurance information: including the type of insurance, duration, insurance coverage, payment method and relevant information.</b></p> <p><b>Note 2: The subsidiaries of Hua Nan Financial Holdings Co., Ltd. currently include Hua Nan Commercial Bank, Ltd., Hua Nan Securities Co., Ltd, South China Insurance Co., Ltd., Hua Nan Investment Trust Co., Ltd, Hua Nan Futures Co., Ltd, Hua Nan Asset Management Co., Ltd, Hua Nan Venture Capital Co., Ltd, etc. Any addition or change in the future will be announced on the websites of Hua Nan Financial Holdings Co., Ltd. and its subsidiaries.</b></p>
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The Client hereby applies with the Bank to open a checking account (the "Account"), and agrees that all subsequent transactions shall be processed in compliance with the following checking account provisions of the Bank, this Agreement is shown as a proof of which.

- This Agreement and the terms provided herein have been brought back by the Client for review for more than five (5) days (at least five (5) days reasonable review period).
- The Client has read all the terms and conditions before the execution, and fully understood and agreed with its content.
- The Client has clearly understood the usage and purpose of collection, processing, use or the international transmission of the personal information by the Bank.
- The Client confirms the important content of the terms of this Agreement shown in bold and prominent fonts in this Agreement, and after full explanation by the Bank, the Client has fully understood the ways to and restrictions on exercise, amendment, release, and termination of his/her/its right; the Bank's important rights, obligations and responsibilities; any costs borne by the Client (including the time of collection, calculation, and method of collection); channels for dispute resolution and making the complaints.
- The Client shall keep the blank checks and seals properly. Any issuance of bills and notes or related documents shall be processed with the specimen seal and please pay attention to related risk monitoring.
- This Agreement is made in two copies with the Bank and the Client keeping each.

To

**HUA NAN COMMERCIAL BANK**

Client:  
(Name and Representative)

(Signature/Signature with seal affixed)

Date: \_\_\_\_\_(yy/mm/dd)

經副襄理

經辦

徵信調查

核對立約定書人

親 簽 ( / / )

## I. General Provisions

1. The Bank will issue a checkbook to the Client.
2. In addition to cash deposit, all bills and notes and securities recognized by the Bank can also be deposited. After the deposit, the Bank shall stamp and sign on the deposit slip (receipt).
3. Payments for the bills and notes and securities set forth in the preceding Article may be rejected before the Bank receiving the money. For any dishonored bills and notes or disputes, the Bank may debit all the amount of the dishonored bills and notes from the Account or require the Client to transfer the same amount of payments regardless whether it is deposited by the Client or collected by a third party.
4. When the Client withdraws money from the Account, he/she/it shall issue a check provided by the Bank with the signature/seal matching the specimen seal kept in the Bank's file. This provision is applicable where an agent exists.
5. For the payment of checks, the Bank shall pay in the order of being presented by the holders regardless of the drawing date of the checks. If at the same time a holder presents multiple checks, the Bank may arrange the order of payment of the checks at its sole discretion.
6. When the Client or a check holder applies for check acceptance, the Bank shall pay the amount on the check from the Client's Account immediately.
7. When designating the Bank as the paying agent for the promissory notes issued or bills of exchange accepted by the Client, the Bank shall make the payment from the Account based on the signature/seal matching the specimen seal kept in the Bank's file and shall follow the provisions under this Agreement for the mandate as a paying agent below.
8. **If a third party forges or alters the Client's specimen seal kept in the Bank's file to forge, alter or make changes to the bills and notes of the Client, the Bank shall not be liable for any damages if the Bank has performed reasonable care of a good administrator but is unable to identify the incident; if a third party uses the Client's specimen seal kept in the Bank's file on a forged bills and notes without authorization and the Bank makes payment based on the specimen seal, the Bank shall not be liable for the damages, unless it is due to the Bank's willful misconduct or negligence.**
9. **The Client** agrees that the amount on the check written shall not exceed the balance of the Account unless an overdraft agreement is entered into with the Bank. Where the check issued is not paid due to insufficient balance, the Bank is not obligated to notify **the Client** and may dishonor the check according to relevant regulations.
10. **The Client shall be responsible for the payment of a penalty or other service fees as required by the Taiwan Clearing House. The Bank may debit such penalty or fees from the Account or other savings accounts of the Client or request the Client to make the same amount of payment.**
11. The Client shall verify the consolidation statement of accounts for an individual or check deposit statement for an entity. In case of any inconsistency, the Client shall notify the Bank within a week, or otherwise it will be deemed correct.
12. If the check or blank check issued by the Client or seal is lost or stolen, such incidents shall be handled in accordance with the "Regulations Governing the Declaration of Loss and Suspension of Payment for Bills and Notes", the "Information Handling Rules for Declaration of Loss and Suspension of Payment for Bills and Notes", and the regulations for declaration of loss and suspension of payment of the Bank. The Bank is not responsible for any fraudulent loss before the written application for declaration of loss and suspension of payment is received by the Bank.
13. **The Client agrees to provide the account opening date, the legal entity's capital amount and revenue, the dishonor and settlement record, the record for cancellation of a payment order, declaration of account rejection by a clearing house and other relevant credit information on the bills and notes for others' inquiry.**
14. The Client cannot issue a check or a promissory note by using a pen which can be easily wiped of or fade, or otherwise such checks and notes will be dishonored with the reason "using a pen which can be easily wiped of or fade."
15. The Client shall comply with each term and condition hereof and shall strictly abide by all the rules of the Bank, the articles of incorporation of the county and city clearing houses and relevant government ordinances, or otherwise the Bank shall not be responsible for any losses arising therefrom.
16. The Client and the Bank may terminate this Agreement at any time. The Client shall return the remaining blank bills and notes to the Bank upon termination.
17. Any change of the address, e-mail and contact number of the Client shall be notified to the Bank as soon as possible. The Bank's notice or letter to the Client is deemed to have been served if a usual postal period is passed after it was delivered based on the information of the Client last retained by the Bank or if it has not been returned after sending to the e-mail server of the Client retained by the Bank.
18. **The Client understands and agrees that this Agreement for checking account opening between the Client and the Bank is subject to a resolutive condition that any agreement or deed signed between the Client and the Bank is in breach and the Bank claims for acceleration of all obligations according to the agreement. Once the resolutive condition is met, the above Agreement for checking account opening is void accordingly, and the Bank shall immediately return the remaining balance of the Account, and offset the refundable amount against all debts that the Client owes to the Bank. The expression of the intent of the purposed offset mentioned in the preceding paragraph would take effect upon the deduction is booked on the Account.**

19. Standard charge for service fees of this Account service items:

The Client agrees that the Bank may deduct the service fees incurred by this Account from this Account. The standard

Service items		Standard charge
Application for historical transaction details information		1. For each inquiry within 10 pages (inclusive): NTD100 2. For each inquiry over 10 pages, additional NTD5 would be charged for each additional page. ※ Each account number would be deemed as one (1) inquiry.
Inquiry of copies of vouchers/ transaction certificates		1. For the current year: NTD100/ page 2. For non-current year: NTD200/ page ※ For information which requires to be retrieved from a warehouse, additional NTD300 would be charged per trip.
Application for historical information on collection bills and notes	Statements of details (Each page is based upon the "A4" size)	Within the latest one (1) month: free; No less than one (1) month and not reaching three (3) months: NTD100/ page; and Three (3) months or more: NTD200/ page.
	Media disk file	Within the latest one (1) month: free; No less than one (1) month and not reaching three (3) months: NTD100/ disk; and Three (3) months or more: NTD200/disk.
	Images of the bills and notes	Within the latest one (1) month: free; No less than one (1) month and not reaching three (3) months: NTD100/ page; and Three (3) months or more: NTD200/ page.
Reception of blank bills and notes		NTD5/page
Collection of bills and notes in remote areas		NTD40/ page (cost)
Collection of revoked bills and notes in remote areas		NTD50/ page (cost)
Issuance of the Bank's check		NTD30/ page
Application for certificates of balances / saving amount		Within the latest one (1) month: NTD50/ copy; more than one (1) month: NTD100/ copy (In the event of more than one (1) copies are applied for, NTD20 would be charged for each additional copy).
Application for being a checking account depositor /cancellation or revocation of payment order		NTD150/ page.
Declaration of loss of seal or change of seal		NTD100/ page
Application for cashing the bills and notes after declaring account rejection and closure		NTD200/ page
Application for declaration of loss and suspension of payment of bills and notes		NTD100/ page
Penalty for dishonored bills and notes due to insufficient funds		NTD200/ page
Remark as dishonored bills and notes		NTD150/ page
Inquiry of credit records for bills and notes		First type: NTD100/ inquiry; Second type: NTD200/ inquiry

(Unit: NTD)

charge for service fees set by the Bank shall be announced prominently on the business premises or website. The standard charge for service fees may be amended from time to time after execution of this Agreement, provided that the purposed amendment shall be announced prominently on the business premises or website prior to the amendment.

20. The Client agrees that the Bank may provide the transaction matters in whole or in part between the Applicant and the Bank, including but not limited to data key-in, processing and output of the information system, development, monitoring and maintenance of the information system, logistic operations involving data processing, telephone automatic voice system related to electronic channel client services, telephone marketing, reply and handling of email, electronic banking and e-commerce related consultation and assistance, telephone banking specialist services, forms (including withholding vouchers), vouchers and other data printing, packing, delivery, mailing and storage, drawing bills and notes (including checks and bills of exchange) for clients, securities, checks, forms and cash transfers, and replenishment of bills for automatic teller machine and other matters related to the Bank's processing transactions, within the scope of operation as necessary, to a third party appointed by the Bank to handle the affairs.
21. Except for the uninsured items specifically designated by the Central Deposit Insurance Co., Ltd ("CDIC"), the principal of the Client's deposit is insured to the extent of the maximum insurance amount stipulated by CDIC.
22. If the bills and notes which the Client engages the Bank to collect were stolen, lost or destroyed during the shipment, the Client agrees to authorize the Bank or the payment agent to conduct on the Client's behalf the declaration of loss and suspension of payment, and apply for public summons and a judgment for abridgment of rights.
23. **The Client agrees that if the Client or any of its responsible person, beneficiary owner or senior management personnel is announced by the Ministry of Justice, the United Nations, the United States, the European Union, any foreign government or international organization as being subject to the economic or trade sanction, or is identified or traced by any foreign government or international anti-money laundering organization as a terrorist or terrorist group, the Bank may refuse to establish business relationships or may directly close the accounts; if the Client does not cooperate with the**

**Bank's review (including the ongoing client due diligence), refuses to provide information of the beneficial owner or people who exercise control over the Client, is unwilling to inform the nature, purpose, and source of funds of any transaction, or if the Bank has determined that all of the Client's accounts are involved in illegal activities, suspected money laundering, and terrorist financing activities, the Bank may temporarily suspend the transaction, or temporarily suspend or terminate the business relationships.**

**24. The complaint channel and handling procedure for the Client:**

**(1) To protect the rights and interests of the Client, the Client may contact the Bank through the following channels if there is any question or concern about the service:**

**1.24/7 client service phone number: (02) 2181-0101**

**2.Dedicated complaint phone number: 0800-231710, 0800-231719**

**3.Opinion mail box: <http://www.hncb.com.tw/others/contact.shtml>**

**4.Fax No.: (02)2542-9933**

**5.Contact each business unit during business hours**

**(2) After accepting the complaint, the Bank will designate a person to communicate with the Client to explain and clarify the reasons and reply the handling results to the Client.**

**II. Provisions on credit on bills and notes**

**1. Definition**

- (1) "Dishonor of bills and notes" shall mean bills and notes on which a financial institution has refused to make payment and
- (2) "Repayment and Redemption" shall mean redemption by payment of the amount due or other methods to discharge the debts on the bills and notes by the depositor with respect to dishonored bills and notes and statement of reasons for the dishonor thereof due to insufficient funds, incorrect chops or signatures of the issuer, a designation of a financial institution as a paying agent for promissory notes without the agreement of such financial institution or the checking account depositor's withdrawal of payment orders prior to the expiry of the period for presentation of the promissory notes.
- (3) "Reserve for Payment" shall mean a checking account depositor deposits the amount of a dishonored bills and notes due to insufficient funds with the financial institution handling the dishonored bills and notes with a request to hold the same as "other payables".
- (4) "Re-Presentation and Payment" shall mean re-presentation of a dishonored bill or note and payment thereon from the checking account or other payables account.
- (5) "Remark" shall mean recordation by the Taiwan Clearing House of dishonored bills and notes, Repayment and Redemption and other facts relevant to a checking account depositor's credit on bills and notes available for inquiry.
- (6) "Termination of Mandate as a Paying Agent" shall mean the termination of a mandate to designate a financial institution to act as a paying agent for a promissory note issued by the checking account depositor.
- (7) "Account Rejection" shall mean refusal by a financial institution to handle transactions of a checking account regarding which the checking account depositor has an obviously bad record with respect to credit on bills and notes.

**2. Review of account opening and change of account opening data**

When the Client opens an account, he/she/it shall fill out the specimen card and the certificate of receipt for bills and notes and deliver the same to the Bank. After the Bank checks the credit on bills and notes of the depositor with the Taiwan Clearing House, the Bank shall deliver blank bills and notes to the Client.

In the event that the data contained in the specimen card is changed, the Client shall immediately notify the Bank in writing. If the Client intends to change the seal, the Client shall fill out a new specimen card.

In the event that the Client which is a legal entity changes its name or its responsible person and fails to comply with the preceding paragraph, and fails to cure such failure within one (1) month after the Bank discovers the failure and so notifies to the Client, the Bank may terminate the agreement for checking account transactions and notify the Client to close the Account.

**3. Promissory note**

In the event that a promissory note is issued by the Client specifying that the Bank is designated as a paying agent, the Bank shall pay the amount due from the checking account of the Client on the Client's behalf.

If the promissory note stated in the preceding paragraph is presented by the holder after expiry of the presentation period but within three (3) years from the due date of such promissory note (if the promissory note is payable at sight, the above three (3) year period shall be calculated from the drawing date), the Bank may honor the note so long as the Client has not withdrawn his/her/its payment order and no other circumstances prohibiting the Bank from making payment.

If the promissory note issued by the Client is dishonored due to insufficient funds in the Account or incorrect chops or signatures of the issuer, the fact of such dishonored promissory note shall be recorded together with the Client's record for dishonored checks.

4. Service fee

When a bill or note issued by the Client is dishonored due to insufficient funds, the Bank may collect service fees from the Client. The service fees described in the preceding paragraph shall not exceed one hundred and fifty percent (150%) of the service fees that the Taiwan Clearing House collects from the Bank.

5. Remark

In the event there is any Repayment and Redemption, Reserve for Payment, Re-Presentation and Payment, or other matters related to the Client's credit on bills and notes within three (3) years after the date on which checks drawn by the Client or promissory notes on which the Bank is a paying agent is dishonored, the Client may apply to the Bank to approve and transfer to the Taiwan Clearing House to Remark such fact in accordance with the "Guidelines for the Remark of Checking Account Depositors' Credit Status on Bills and Notes."

6. Restriction from or suspension on provision of blank checks or promissory notes

If any of the following circumstances exists with regard to the Client, the Bank may restrict the issuance of blank checks and blank promissory notes:

- (1) The occurrence of dishonored bills and notes due to insufficient funds or frequent Repayment and Redemption, Reserves for Payment or Re-Presentation and Payments after bills and notes are dishonored; or
- (2) Other abnormal situations occur related to the use of bills and notes.

The Bank shall state the reason for the restriction set forth in the preceding paragraph in writing when imposing such restriction; the Client may file the complaint with the Bank if the Client deems such restriction unreasonable.

In the event that the Client's deposit account with the Bank is attached, the Bank may suspend the provision of blank checks and promissory notes, except that a Reserve for Payment of the attached amount has been made by the Bank.

7. Termination of the mandate as a paying agent

In the event that promissory notes issued by the Client drawn on the Client's checking account with financial institutions are dishonored due to withdrawal of the authorization of the financial institution designated as a paying agent prior to expiring of the period for presentation, and the number of such dishonored promissory notes after presentation by the holder on which Repayment and Redemption, Reserve for Payment or Re-Presentation and Payment have not been Remarked is not less than three (3) during the past one (1) year, the Bank may terminate the Client's mandate to act as a paying agent for a period of three (3) years commencing from the date the Taiwan Clearing House declares the dishonors.

If the Bank terminates the Client's mandate to act as a paying agent pursuant to the preceding paragraph, the Client shall return the remaining blank promissory notes to the Bank within one (1) month after receiving the Bank's notice to do so.

8. Account rejection

In the event that bills and notes drawn on Client's checking accounts with financial institutions are dishonored due to the existence of any of the following circumstances and the number of such dishonored bills and notes on which Repayment and Redemption, Reserve for Payment or Re-Presentation and Payment has not been Remarked is not less than three (3) during the past one (1) year, or the Client is sentenced for commission of a crime related to using bills and notes conclusively, the Bank may reject the Client's account for a period of three (3) years commencing from the date the Taiwan Clearing House declares the dishonors:

- (1) Insufficient funds;
- (2) Incorrect chops or signatures of the issuer;
- (3) Designation of a financial institution to act as a paying agent for a promissory note without the agreement of such financial institution.

The records of dishonors for each item in the preceding paragraph shall be calculated separately and not in aggregate.

9. Treatment of termination of checking account transaction

If the Client's account has been rejected, or the agreement for checking account has, for any other reason, been terminated, the Client shall close the account and return all remaining blank checks and blank promissory notes to the Bank within one (1) month after receipt of the Bank's notice.

10. Temporarily resumed transactions upon company reorganization

If the Client is a company which has obtained approval for reorganization from a court before the period of Account Rejection expired, the Client may apply to the Bank for forwarding to the Taiwan Clearing House to remark the reorganization; the Bank may temporarily resume transactions with the Client if the reorganization is Remarked.

In the event a bill or note is dishonored due to insufficient funds after the date of temporary resumption of transactions in the preceding paragraph but before the expiry date of the original Account Rejection, the Bank may reject the Client's account for a period of three (3) years commencing from the date on which the Taiwan Clearing House declares dishonors.

11. Request for resumption of transactions

In the event that any of the following circumstance exists with respect to the Client due to Account Rejection, the Client may, with the Bank's consent, resume transaction and reopen a new account:

- (1) The period for Account Rejection has expired; or



(2) Remark of the Repayment and Redemption, Reserve for Payment, or Re-Presentation and Payment of all dishonored bills and notes which gave rise to the Account Rejection and all bills and notes dishonored thereafter.

12. Consolidation of data and inquiries

The Client agrees that the Bank may use the Taiwan Clearing House as a data center for consolidation of records for dishonored bills and notes and Account Rejections, and also agrees that Taiwan Clearing House may make the Client's Record for dishonored bills and notes and Account Rejections and all other data related to the Client's credit on bills and notes available for third party's inquiries.

13. Any matter not mentioned herein shall be governed by the relevant laws and regulations.

**III. Provisions for the mandate as a paying agent**

1. When designating the Bank as a paying agent for a promissory note or bill of exchange, the Client shall deposit sufficient funds in the checking account for the payment before the due date of and presentation for payment of the said note or bill. Where the said note or bill issued is not paid due to insufficient balance, the Bank may dishonor the note or bill according to relevant regulations without the obligation to notify the Client, and the Client cannot make any objection.
2. If the due date of a promissory note issued by the Client is prior to the drawing date or it is not clearly stated, the Bank may dishonor such promissory note.
3. If the Client does not perform well in the transaction, although the Client has not been subject to Account Rejection, the Bank may refuse to provide the blank promissory notes.
4. Except for commercial paper of bills finance companies, banks or trust investment companies printed on their own with the Bank's consent, the Client shall issue promissory notes by using the promissory notes printed by the Bank, or otherwise the Bank may dishonor such notes.
5. Any matter not mentioned herein shall be governed by the agreement for checking account executed by and between **the Client** and the Bank and relevant laws and regulations.

**IV. Provisions for comprehensive bank statement services**

1. A consolidation statement of accounts refers to all the details of the checking account, the automatic deduction of loans, the transactions of the demand (savings) deposits using telephone, mobile or online banking or trust fund details between the Client and the Bank provided by the Bank. A consolidation statement of accounts, sent by post to the communication address provided by the Client, is called a physical consolidation statement of accounts, while a consolidation statement of accounts sent by other non-mailing methods (e.g., email to the email address provided by the Client) is called electronic consolidation statement of accounts.
2. The Client agrees that the Bank may, in accordance with laws and regulations, engage appropriate third parties (institutions) to cooperate and handle collection and payment business of transaction accounts, computer processing business or other ancillary business related to this Agreement.
3. Where the Client chooses to receive the electronic consolidation statement of accounts by e-mail, the Client agrees that the Bank does not need to provide the physical consolidation statement of accounts delivery service, and agrees to confirm the correctness of the personal email address retained by the Bank first and notify the Bank of any change immediately. The Client is solely responsible for any damage caused by the wrong email address provided by the Client or any failure to notify the Bank of any change to the email address timely.

After accepting the consolidation statement of accounts sent by the Bank, the Client shall check the same promptly. If there is any discrepancy, the Client shall notify the Bank as soon as possible within the time limit agreed for each business. If failing to notify the Bank within the time required, such consolidation statement of accounts will be presumed to be correct after verification.

4. If the Bank delays providing or is unable to provide the consolidation statement of accounts service due to force majeure, the Bank shall still send it after the force majeure has ended.

**V. Foreign Account Tax Compliance Act of the United States**

1. The Client has been fully informed and agreed to cooperate with the Bank's necessary measures taken in compliance with domestic and foreign tax laws (including but not limited to, the U.S. Foreign Account Tax Compliance Act ("FATCA"), and the relevant laws and regulations of the Republic of China (Taiwan) ("ROC")), international treaties or governmental agreements. Such measures may include investigating the nationality and taxpayer identity of the Client or its beneficial owners, disclosure of the tax information and account information to the local and foreign government agencies (including the Taiwan government and the U.S. government), and tax withholding or termination of this Agreement in case the investigation indicates that the relationship between the Client and the Bank meets certain conditions set forth in any local or foreign tax laws and regulations, international treaties or governmental agreements (such conditions include without limitation to that, the Client or its beneficiary owner fails to provide information necessary for the investigation, or does not

- agree the Bank to make the aforementioned informational disclosure to the Taiwan government and the U.S. government).
2. Given the necessity for the Client and the Bank to jointly comply with the FATCA, the Bank intends to collect your personal data. Because of the Client's right and interest of privacy, according to Paragraph 1, Article 8 and Article 9 of the Personal Data Protection Act ("PDPA"), the Bank shall clearly inform you the following: (1) the name of the non-governmental agency, (2) the purpose of the collection, (3) the classification of the personal data, (4) the term, territory, parties, and method of use of personal data, (5) the rights and methods to exercise such rights in accordance with Article 3 of the PDPA, and (6) the data subject's rights and interests to be affected if he/she chooses not to provide his/her personal data, and (7) if indirectly collecting personal data not provided by the Client, the source of such personal data.
  3. The name of the Bank is Hua Nan Commercial Bank, Ltd. With regard to the Client's data to be collected by the Bank, please refer to the Appendix below for detailed notifications including purpose of collection, classification, term, territory, parties and method of use of the Client's personal data and sources for indirect collection of personal data.
  4. According to Article 3 of the PDPA, the Client may exercise the following rights with regard to the Client's personal data retained by the Bank:
    - (1) Except for the situation stated in Article 10 of the PDPA, the Client may inquire and request for review or make duplications of his/her personal data but the Bank may charge necessary costs and fees in accordance with Article 14 of the PDPA.
    - (2) The Client may request to supplement or correct his/her/its personal data but according to Article 19 of the Enforcement Rule of the PDPA, the Client shall explain the reason and fact thereof and provide relevant evidence.
    - (3) In accordance with Paragraph 4, Article 11 of the PDPA, the Client may request the Bank to discontinue the relevant acts in case the Bank violates the PDPA to collect, process or utilize the Client's personal data.
    - (4) In accordance with Paragraph 2, Article 11 of the PDPA, in case of controversies regarding the accuracy of personal data, the Client may request the Bank to discontinue processing or using his/her personal data, provided that the above does not apply if it is necessary for the performance of business duties by the Bank and the controversies have been remarked, or the Client has agreed in writing to continue the processing and use of the personal data.
    - (5) In accordance with Paragraph 3, Article 11 of the PDPA, the Client may request the Bank to delete, discontinue processing or using his/her personal data when the specific purpose for collection of personal data no longer exists or the term expires, provided that the above does not apply if it is necessary for the performance of business duties by the Bank, or the Client has agreed in writing.
  5. Please refer to the client service center of the Bank (02)2181-0101 or the Bank's website (<http://www.hncb.com.tw/>) for enquiry of the methods to exercise the Client's rights under Article 3 of the PDPA aforementioned.
  6. The Client is free to decide whether to provide the relevant personal data. However, in respect of the collection, processing, and utilization of the Client's personal data for the specific purpose of complying with the FATCA, if the Client does not agree to provide or provides insufficient information, the Bank must list the account of the Client as a Recalcitrant Account in accordance with FATCA, and may have to terminate the provision of account services to the Client or take other measures according to FATCA and intergovernmental agreements.
  7. The relevant terms of this Agreement are explained as follows with reference to FATCA: (This explanation is for reference only, and the relevant definition under FATCA shall govern.)
    - (1) Foreign Account Tax Compliance Act: refers to 26 USC §1471~ §1474, or Internal Revenue Code Chapter 4, including relevant executive order (including but not limited to, 26 CFR parts 1 and 301), guidance, and other application forms and documents issued by Internal Revenue Service.
    - (2) Treaty or international agreement: including but not limited to, intergovernmental agreements related to the implementation of FATCA signed by and between the U.S. and R.O.C. governments or their representatives or agencies.
    - (3) A beneficial owner of the Client: including but not limited to, the holder of the account in which the Client has instructed to automatically or regularly transfer money; if the Client is a legal entity but not an individual, the person who directly or indirectly holds ownership of stock, partnership interests, investment benefits, or trust benefits in the Client, or the person who does not hold the account directly but in substance is the beneficiary of interests of the account as determined in accordance with FATCA.
    - (4) Nationality and tax information: including but not limited to, nationality, dual nationality or permanent residency status ; Taxpayer Identification Number, Global Intermediary Identification Number ; IRS Form W-8, Form W-9 or other substitute forms, and other account-related materials required to be investigated or obtained by financial institutions under FATCA.
    - (5) Other related terms:
      - (a) Internal Revenue Code Chapter 4 Status: including the status of individuals and entities such as U.S. Person, Specified U.S. Person, excepted NFFE, Passive NFFE, and other status regulated under Internal Revenue Code Chapter 4 Status.

- (b) U.S. Person and Specified U.S. Person: according to 26 U.S.C. §7701(a)30, the term "United States person" (or "U.S. person") means citizen or resident of the United State, a domestic partnership, a domestic corporation, any estate (other than a foreign estate), and any trust if a court within the United States is able to exercise primary supervision over the administration of the trust, and one or more United States persons have the authority to control all substantial decisions of the trust. According to 26 U.S.C. §1473(3), the term "specified United States person" (or "specified U.S. person") means any U.S. person other than (1) a corporation the stock of which is regularly traded on one or more established securities markets, (2) any corporation which is a member of the same expanded affiliated group as (1), (3) any organization exempt from taxation under 26 USC §501(a) or an individual retirement plan, (4) the United States or any wholly owned agency or instrumentality thereof, (5) any State, the District of Columbia, any possession of the United States, any political subdivision of any of the foregoing, or any wholly owned agency or instrumentality of any one or more of the foregoing, (6) any bank, (7) any real estate investment trust, (8) any regulated investment company, (9) any common trust fund, (10) any trust that is exempt from tax under 26 USC §664(c) or is described in 26 USC § 4947(a)(1), (11) 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, (12) a broker, and (13) any tax exempt trust under a 26 USC § 403(b) plan or 26 USC §457(g) plan.
- (c) Foreign (non-U.S.) financial institution (FFI) and Non-financial foreign (non-U.S.) entity (NFFE): the term FFI ( or "foreign (non-U.S.) financial entity") means any financial institution which is a non-U.S. entity as defined under 26 USC §1471(d)(4) and the term "financial institution" means any entity that accepts deposits and is engaged primarily in the business of investing, reinvesting, or trading in securities, partnership interests, commodities, or any interest (including a futures or forward contract or option) in such securities, partnership interests, or commodities. The term "non-financial foreign (non-U.S.) entity" means any non-U.S. entity which is not a financial institution as defined in section 26 USC §1472(d).
- (d) Excepted non-financial foreign (non U.S.) entity (Excepted NFFE): As defined under 26 CFR §1.1472-1(c)(1), an excepted NFFE means an NFFE that is (1) a corporation the stock of which is regularly traded on one or more established securities markets for the calendar year; (2) certain affiliated entities related to a publicly traded corporation, (3) a NFFE that is wholly owned by one or more bona fide residents of the U.S. territory, (4) active NFFEs, (5) excepted nonfinancial entities include holding companies, treasury centers, and captive finance companies that are members of a nonfinancial group, start-up companies, entities that are liquidating or emerging from bankruptcy, and nonprofit organizations as described in 26 CFR §1.1471-5(e)(5). The Active NFFE means a NFFE as defined under 26 CFR§1.1472-1(c)(1)(iv) that (1)for the preceding calendar or fiscal year less than 50 percent of its gross income is passive income and (2) the weighted average of the percentage of assets held by it that produce or are held for the production of passive income is less than 50 percent, where the term passive income means the portion of gross income that consists of dividends, interest, income equivalent to interest, rents and royalties, annuities, the excess of gains over losses from the sale or exchange of property that gives rise to passive income, the excess of gains over losses from futures transactions in certain commodities, the excess of gains over losses attributable to any section 988 transaction, net income from notional principal contracts as defined in 26 CFR §1.446-3(c)(1), amounts received under cash value insurance contracts and amounts earned by an insurance company in connection with its reserves for insurance and annuity contracts.
- (e) A passive non-financial foreign entity (non-U.S. owned) (Passive NFFE): refers to an NFFE (non-us owned) other
- (f) The term "Controlling Persons" shall be defined under Money Laundering Control Act of R.O.C.: (1) A natural person who ultimately has a controlling ownership interest: A controlling ownership interest refers to owning more than 25 percent of the legal person's shares or capital; (2) To the extent where no natural person exerting control through ownership interests is identified or that there is doubt as to whether the person with the controlling ownership interest is the beneficial owner, a financial institution shall identify whether there is natural person who exercises controlling ownership interest over clients by other means; and (3) where no natural person is identified under Sub-item (1) or (2) above, a financial institution shall identify the identity of a natural person who holds the position of senior managing official.
8. If the Client, for a certain reason, fails to provide information sufficient to determine not being an U.S. account holder under FATCA; or the Client has not yet agreed that the Bank may report the Client's account information to the United States if the Client's account meets the relevant conditions under FATCA; as the aforementioned situation has caused difficulties for the Bank to comply with FATCA, the Bank will notify the Client by means of announcements, sending text messages or emails, and if the Bank does not receive further instructions from the Client, in order to protect the rights and interests of all clients, the Bank may terminate the provision of account services to the Client or adopt other measures according to FATCA and intragovernmental agreements.

1. As the collection of personal data involves the privacy of the Client, the Bank, when collecting personal data from the Client, according to the Paragraph 1, Article 8 of the PDPA, shall clearly inform the Client the following: (1) the name of the non-governmental agency, (2) the purpose of the collection, (3) the classification of the personal data, (4) term, territory, parties, and method of use of personal data, (5) the rights and methods to exercise such rights in accordance with Article 3 of the PDPA, and (6) the data subject's rights and interests that will be affected if he/she chooses not to provide his/her personal data.
2. The content regarding the purpose to collect personal data of the Client, the classification of the personal data and the term, territory, parties, and method of use of personal data are as follows:
  - (1) Purpose of collection:
    - (a) 036 Deposit and remittance business, 067 Debit card or electronic stored value card business, 082 Borrower/depositor consolidated management, 112 Clearing business, 181 Other registered businesses or businesses as provided in the Articles of Incorporation (e.g. electronic finance business, collection and paying agency service, joint marketing or joint promotion business, etc.)
    - (b) Common specific purpose items: 040 Marketing, 059 Collection, processing and use by the financial service industry in accordance with laws and regulations and requirement of financial supervision, 060 Financial dispute resolution, 063 Collection, processing and use of personal data by the non-governmental agency in accordance with its legal obligation, 069 Matters with respect to the management of contract, quasi contract or other legal relationship, 090 Consumer, client management and service, 091 Consumer protection, 098 Business and technology information, 104 Account management and debt trading business, 136 Information (communication) and database management, 137 Information (communication) security and management, 157 Investigation, statistics, research and analysis, and 182 Other advising and consultant services.
  - (2) Method of collection  
The Bank obtains the Client's personal data because of the provision of services, participation in marketing activities, or in accordance with relevant laws or regulations, or from information that has been made public, disclosed by government agencies, or legal data that third parties are entitled to provide.
  - (3) Classification of personal data collected  
Name, ID number, gender, date of birth, contact, web record, usage of mobile service record and its analysis data, and other as provided in relevant business application forms or contracts, which are subject to the personal data actually collected for relevant transactions, accounts or services between the Bank and the Client and those collected from the Client or a third party (for example: Joint Credit Information Center).
  - (4) Term of use of personal data  
The period where the specific purpose exists, as provided in the relevant laws and regulations (e.g. Business Entity Accounting Act, among others), (2) as necessary for carrying out business, or as provided under the respective contracts for data retention, whichever is longer.
  - (5) Territory where personal data is used: the onshore and offshore locations of the parties using your personal data listed in the below column "Parties using personal data".
  - (6) Parties using personal data:  
The Bank (including the service provider engaged by the Bank), the institutions using the data in accordance with laws and regulations (such as Hua Nan Financial Holdings Co., Ltd., among others), other business related institutions (such as correspondent banks, Joint Credit Information Center, National Credit Card Center of R.O.C., Taiwan Clearing House, Financial Information Service Co., Ltd., Easycard Corporation, credit guarantee institutions, credit card international organizations, credit card acquirers and engaged stores), competent authority or financial supervisory authority, parties agreed by the Client (such as the jointly marking or client information sharing companies of the Bank, the companies jointly promoting with the Bank).
  - (7) Method to use personal data:
    - (a) By way of automatic or non-automatic measures that is compliance with personal data protection related laws and regulations.
    - (b) In order to provide the Client with more ideal personalized services and experiences, regarding the scope of collection, processing and utilization of personal data, the Bank will analyze and use the materials obtained from the record of visiting the Bank's webpage or published social media information or the data legally obtained from third parties (such as correspondent banks, Joint Credit Information Center, National Credit Card Center of R.O.C., Taiwan Clearing House, Financial Information Service Co., Ltd., Easycard Corporation, credit guarantee institutions, credit card international organizations, credit card acquirers and engaged stores) to improve the service quality of the Bank.
3. According to Article 3 of the PDPA, the Client may exercise the following rights with regard to the

Client's personal data retained by the Bank:

- (1) Except for the situation stated in Article 10 of the PDPA, the Client may inquire and request for review or make duplications of his/her personal data but the Bank may charge necessary costs and fees in accordance with Article 14 of the PDPA.
  - (2) The Client may request to supplement or correct his/her/its personal data but according to Article 19 of the Enforcement Rule of the PDPA, the Client shall explain the reason and fact thereof and provide relevant evidence.
  - (3) In accordance with Paragraph 4, Article 11 of the PDPA, the Client may request the Bank to discontinue the relevant acts in case the Bank violates the PDPA to collect, process or utilize the Client's personal data.
  - (4) In accordance with Paragraph 2, Article 11 of the PDPA, in case of controversies regarding the accuracy of personal data, the Client may request the Bank to discontinue processing or using his/her personal data, provided that the above does not apply if it is necessary for the performance of business duties by the Bank and the controversies have been remarked, or the Client has agreed in writing to continue the processing and use of the personal data.
  - (5) In accordance with Paragraph 3, Article 11 of the PDPA, the Client may request the Bank to delete, discontinue processing or using his/her personal data when the specific purpose for collection of personal data no longer exists or the term expires, provided that the above does not apply if it is necessary for the performance of business duties by the Bank, or the Client has agreed in writing.
4. Please refer to the client service center of the Bank (02)2181-0101 or the Bank's website (<http://www.hncb.com.tw/>) for enquiry of the methods to exercise the Client's rights under Article 3 of the PDPA aforementioned.
  5. The Client may decide whether to provide personal data and the classification of personal data to be provided at his/her own discretion. However, if the personal data and its classification Client refuses to provide are required for business review or operation, please accept our sincere apology for the inconvenience that the Bank may not be able to provide Client-related services or provide better services due to failure to perform the necessary business review or operation.

Explanation of specific purpose		Classification of personal data collected	Term of use of personal data	Territory where personal data is used	Parties using personal data	Method to use personal data	Indirect collection of personal data
Business category	Business specific purpose and code						
FATCA business (In order to identify the status of the US tax resident according to laws, and the related business of reporting US tax resident overseas account information to the US authorities or other legal objects)	059 Collection, processing and use by the financial service industry in accordance with laws and regulations and requirement of financial supervision 060 Financial dispute resolution 063 Collection, processing and use of personal data by the non-governmental agency due to its legal obligation 069 Matters with respect to the management of contract, quasi contract or other legal relationship 090 Consumer, client management and service 091 Consumer protection 095 Finance and taxation administration 098 Business and technology information 104 Account management and debt trading business 136 Information (communication) and database management 157 Investigation, statistics, research and analysis	Name, nationality, ID number, gender, date of birth, contact, taxation number, immigration status, travel, other migration details, and other information as provided in relevant business application forms or contracts, which are subject to the personal data actually collected for relevant transactions, accounts or services between the Bank and the Client and those collected from the Client or a third party (if the Client is a client of the Bank, including the Joint Credit Information Center).	1. The period where the specific purpose exists 2. The period as provided in the relevant local and foreign laws and regulations (among others), as necessary for carrying out business, or as provided under the respective contracts for data retention, whichever is longer	The onshore and offshore locations of the parties using your personal data listed in the column of the right side "Parties using personal data"	1. The Bank (including the service provider engaged with the Bank) 2. The institution using the data in accordance with local and foreign laws and regulations (such as the parent company of the Bank, affiliated financial holding company and financial institutions) 3. Competent authorities, financial supervisory authorities, and tax authorities according to local and foreign laws and regulations (including United States Department of the Treasury) 4. Other parties agreed by the Client	By way of automatic or non-automatic measures that is compliance with personal data protection related laws and regulations	The personal data not provided by the Client but indirectly collected by the Bank through legal channels



## **Client data confidentiality measure of Hua Nan Financial Group**

Hua Nan Financial Holdings Co., Ltd. and its subsidiaries (hereinafter referred to as the "Group") promulgated this confidentiality measure according to the Financial Holding Company Act, Personal Data Protection Act, the Rules Concerning Cross-Selling by Financial Holding Company Subsidiaries issued by the Financial Supervisory Commission and the relevant laws and regulations made by the competent authority.

### **1. Method of collection of client data**

Our Group has your data because you are already a client of a subsidiary of the Group or the same was provided when participating in the marketing activities of the subsidiary.

### **2. Method of data storage and safekeeping**

After the subsidiary obtains your data, it files and stores the database in accordance with the relevant operating guidelines, and at the same time strictly controls the access to the data.

Only the officially authorized personnel of the Group can collect, use and safekeep your data within the business scope of each company.

### **3. Security and protection method of client data**

In order to protect the confidentiality, completeness and availability of your data, in addition to the use of secure software and hardware equipment and mechanisms for the transmission of client data, the Group adopts advanced high-security firewall supplemented with intrusion prevention system and comprehensive anti-virus system to protect information system in accordance with relevant laws and regulations of the government and information management principles, so as to prevent illegal intrusions and the destruction of malicious programs, and avoid the illegal acquisition and use of client data.

### **4. Classification, utilization scope and items of client data**

Your information includes basic information, transactions, and other relevant information, unless otherwise provided by laws and regulations, signed under a contract or agreed expressly in writing, the information used (including but not limited to disclosure, referral or cross use) in marketing must not contain transaction information and related information other than basic information.

The classification and content of the foregoing information are as follows:

- (1) Basic information: including name, birth date/date of approved incorporation, ID number/tax ID number, phone number, and address, etc.
- (2) Transaction information and other related information including the followings:
  - (a) Account information: including account number, similar function number, credit card number, deposit account number, transaction account number, deposit and loan and other transaction information and financial situation, etc.
  - (b) Credit information: including dishonored bill and note records, cancellation records, declared account rejection records and business operation status, etc.
  - (c) Investment information: including the object, amount and time, etc. of investment or sale of investment.
  - (d) Insurance information: including the type of insurance, duration, insurance coverage, payment method and relevant information.

### **5. Collection, processing, utilization and related matters of client data**

In order to meet your various investment and wealth management needs and provide more complete and multiple financial management products or services, the Group may collect, process, and utilize (including but not limited to disclosure, referral or cross use) your basic information, transactions and other relevant information for specific purposes.

When a subsidiary collects your personal data, it will in compliance with the laws and regulations inform you of the specific purpose of collection, processing and utilization of personal data, as well as the term, territory, parties, and method of use of the personal data for a specific purpose, and inform you of the rights and interests affected if you do not provide the data.

### **6. Parties for data disclosure**

The cross use and disclosure of client data is only conducted among the relevant companies within the Group or the third parties appointed to handle business-related matters. When the subsidiaries disclose client data to each other or deliver the same to other subsidiaries, a non-disclosure agreement shall be made to maintain the confidentiality of client data or restrict its use.

When a subsidiary receives and uses your data, it shall not disclose such data to any other third party unless otherwise provided for under the outsourcing regulations of the industry or for the purpose under Article 5 or provided by laws and regulations.

### **7. Method to amend and change client data**

To the extent permissible under the laws, you may go to the branch offices of the company you are dealing with in person, serve the company in writing or notify the client service center by phone to change and correct your data to maintain its accuracy and reliability.

### **8. Exercise of client rights and opt-out**

You may inquire, review, copy, supplement, correct, suspend collection, processing or utilizing or delete your personal data from

the company you are dealing with according to laws.

If you are unwilling to receive information about (cross) marketing business activities, you may serve in writing or go to the branch offices of the company you are dealing with to fill out the declaration, or notify the client service center of the company you are dealing with by phone.

After receiving the notice sent by you to suspend using the data and confirming your identity, the company you are dealing with will accept your application immediately and notify the sales personnel of each subsidiary, department, product line and each outsourcing unit within a reasonable period for the system and operation to suspend cross-using your data, and will revise the computer control system accordingly.

If this confidentiality measure is amended due to changes in the social environment and laws and regulations, the Group will update it as soon as possible and make an announcement through the company's website or at the obvious location in the business premises.

The names of the subsidiaries cross-using your data:

Hua Nan Commercial Bank, Ltd., Hua Nan Securities Co., Ltd, South China Insurance Co., Ltd., Hua Nan Investment Trust Co., Ltd, Hua Nan Futures Co., Ltd, Hua Nan Asset Management Co., Ltd, Hua Nan Venture Capital Co., Ltd