

公司存款戶總約定書

(財富管理暨個人金融事業處專用)

公司存款戶總約定書

立約人茲就其於滙豐(台灣)商業銀行股份有限公司(包括國際金融業務分行，下稱「本行」)開設之各項帳戶或其往來、交易與服務等事項，與本行簽訂總約定書(下稱「總約定書」)，同意於各適用之範圍內遵守下列各項規定，並應於使用各服務前，依本行規定向本行提出申請：

I 一般約定事項

- 1.1. 適用順序：立約人同意，除就特定之帳戶往來交易或服務與本行另有約定者外，各項帳戶及嗣後新增之帳戶往來、交易或服務，皆應適用本節所列之一般約定事項。立約人瞭解，因法規之限制，本行於國際金融業務分行所得提供之服務、商品或交易可能因立約人設立地之不同而有異，立約人瞭解並同意於本行依法得提供之服務、商品或交易之範圍內，適用總約定書之規定。
- 1.2. 開戶條件及方式：
 - 1.2.1. 立約人開戶時，帳戶之任一主要董事(亦即1. 持股20%以上；或2. 該董事為最大股東/實益擁有人之本人、配偶、直系血親或兄弟姊妹)，應為本行符合資格之卓越理財客戶且總帳戶餘額大於或等於新臺幣參仟萬元。
 - 1.2.2. 立約人開戶時應填具開戶申請書，照實填寫相關資料，並備妥開戶應備之必要文件(包括但不限於負責人身分證明文件、法人註冊地之當地註冊代理人簽發之董事職權證明書、法人資格證明書、公司章程及相關董事會決議等)及本行視個別情形要求提供之其他文件。立約人留存於本行之任何資料或文件嗣後如有變動時，應由立約人之負責人以書面或其他本行同意之方式通知本行。
 - 1.2.3. 於本行未收到前項變更通知前，就本行基於善意信賴依立約人留存於本行之約定印鑑、資料或文件所為之行為，立約人不得為任何主張或請求，並應使本行免於受害。如本行因前開行為受有損害，立約人應賠償本行因此所受之損害，但本行有故意或重大過失者，不在此限。
 - 1.2.4. 立約人於開戶時應載明帳戶往來交易或服務所需之印鑑及/或簽名式樣(下稱「約定印鑑」)，供本行核驗並據以辦理立約人之指示事項及/或提供相關服務。如本行已盡善良管理人之注意義務，認定相關帳戶往來交易或服務指示所用之印鑑及/或簽名式樣與約定印鑑相符，而據以辦理相關指示事項或提供服務者，縱該印鑑及/或簽名式樣係為盜用或偽造，本行對立約人因此所發生之損失不負賠償責任。
- 1.3. 嗣後之新開戶及新服務：立約人瞭解並同意其簽署總約定書時，尚未完全開啟本行所提供之各種帳戶及服務，如立約人無相反之指示，嗣後得以本行另行同意之方式或依總約定書之條款開啟或新增使用其他帳戶或服務。立約人同意自開啟或新增使用本行所提供之各種帳戶及服務時，即應遵守總約定書中所載之相關約定條款。
- 1.4. 最低平均餘額及帳戶管理費：
 - 1.4.1. 本行得自行訂定帳戶每月最低平均餘額及帳戶管理費金額，帳戶管理費之扣帳方式除另有約定外，悉依總約定書之規定辦理，立約人同意本行得逕由立約人之帳戶內扣取之。
 - 1.4.2. 每月最低平均餘額之計算基礎包括下列項目：
 - (1) 於本行之存款及各項投資商品之投資現值；及
 - (2) 經由本行投保之各項人身保險所繳交之保險費。
 - 1.4.3. 每月最低平均餘額及帳戶管理費金額：
 - (1) 主要董事(亦即1. 持股20%以上；或2. 該董事為最大股東/實益擁有人之本人、配偶、直系血親或兄弟姊妹)之卓越理財帳戶與此OBU帳戶之平均餘額加總每月最低須達等值新臺幣參仟萬元。
 - (2) 若立約人未達上述每月最低平均餘額者，本行除得隨時取消立約人享有之所有優惠外，並將向立約人收取每月帳戶管理費美金40元。
 - (3) 若立約人未達上述每月最低平均餘額連續3個月者，本行得終止總約定書或其下之各項往來關係。

1.5.費用及補償：

1.5.1.立約人同意遵守與本行各項帳戶往來、交易及服務相關之法令、總約定書及其他約定事項或規章之規定。

立約人於本行所為之交易或就本行提供之服務，應按本行當時之收費標準支付各項費用。

1.5.2.就本行依總約定書與立約人所為之一切往來交易，倘有不可歸責於本行之事由而與第三人發生爭訟、仲裁或其他交涉，縱係以本行名義為之，其所發生之一切費用(包括但不限於律師費用)，應悉由立約人負擔，立約人並同意授權本行得自立約人之各項存款帳戶中扣抵該等費用。

1.5.3.立約人於本行從事帳戶往來交易服務如有違反總約定書或法令規定之情形，致本行負擔債務、責任、受有損害或需支付費用(包括但不限於稅捐、稅負、規費或其他費用)時，立約人應依本行之通知，立即全額補償。

1.6.扣帳：立約人茲授權本行於法令允許之範圍內，得毋須經事先通知逕自立約人之各項存款帳戶內扣款，以抵償立約人應付予本行之各項費用及款項(包括但不限於利息、管理費、手續費、違約金、損害賠償、補償及其他應付款項等)。

1.7.稅務申報：立約人持有本行帳戶、帳戶內之資產及於總約定書下所收取之各項收益，應自行負擔該等收益所衍生之相關稅務義務，包括但不限於報告、申報及繳納所得稅、財產稅及遺產稅等。立約人除依中華民國法令規定應繳納之相關稅捐及費用，悉由其自行負擔及申報外，另應依其住所、居所、國籍或所持有之資產類別等各項因素確認其是否應履行其他國家/地區衍生之相關稅務申報/繳納義務，並自行負擔及申報。本行並不提供任何法律或稅務方面的諮詢，立約人應自行向獨立之法律或稅務顧問尋求法律或稅務方面的意見。如該獨立之法律或稅務顧問係經由本行轉介，立約人了解並同意本行對該等獨立之法律或稅務顧問之意見並不負任何責任，且該獨立之法律或稅務顧問所提供之建議與本行無涉。

1.8.立約人資料之處理使用及委外作業：

1.8.1.立約人同意本行得將立約人之相關信用資料在法令允許之範圍內提供予同業、往來金融機構、財團法人金融聯合徵信中心、財金資訊股份有限公司、有關徵信單位、政府機構查詢及建檔，並同意該等機構得將上述信用資料於法令允許之範圍內供他人查詢。

1.8.2.立約人同意本行得基於處理立約人與本行之往來交易、進行認識客戶(KYC)之程序、推介各項業務/服務/產品、一般金融同業徵信或財務資訊交換之目的、及/或從事相關法令所允許之其他事項之目的，於法令允許之範圍內蒐集、處理(包括委託第三人處理)、利用或國際傳輸立約人之相關資訊(包括但不限於立約人之公司資訊、帳戶及往來交易資訊，及立約人所提供之其董事、有權簽署人、主要股東、實益擁有人、授權代表及業務聯絡人之個人資料，以下合稱「立約人相關資訊」)。立約人亦同意滙豐集團成員基於上述特定目的，亦得於法令允許之範圍內處理(包括委託第三人處理)、利用或國際傳輸本行所蒐集之立約人相關資訊。上述特定目的之存續與否，立約人同意授權本行基於專業判斷決定之。

1.8.3.立約人並特別同意本行將立約人相關資訊於法令允許之範圍內提供或國際傳輸與下列之人：

(1)擬自本行受讓資產及負債或與本行進行合併之人；

(2)受本行委任處理事務之人；

(3)滙豐集團成員；及

(4)中華民國、英國、香港及其他對本行及滙豐集團成員有管轄權之主管機關、司法或其他政府機構。

1.8.4.除主管機關及/或法令另有要求、總約定書另有約定或基於其他正當理由，本行將對立約人提供之相關資訊予以保密。

1.8.5.立約人茲同意本行得於法令允許之範圍內將本行提供予立約人之服務或將立約人與本行往來交易事項之一部或全部，含涉及本行營業執照所載業務項目或客戶資訊且得委外之事項(包括但不限於資料登錄、處理、輸出、資訊系統之開發、監控、維護、相關資料處理之後勤作業等，詳見本行官方網站：www.hsbc.com.tw)及不涉及本行營業執照所載業務項目或客戶資訊之事項，委由第三人(包括位於其他國家地區運作之滙豐集團成員在內)代為處理，並同意本行得將立約人之各項往來資料，於處理事務之必要範圍內，提供予本行委任處理事務之第三人，於包括英國在內之其他任何海外地區進行處理。

1.9.無記名股票

1.9.1.立約人瞭解本行有瞭解客戶(包括但不限於客戶及其負責人、直接或間接持有立約人股份之主要股東(簡稱「主要股東」)、實質擁有人、授權簽署人及業務聯絡人等)之要求，茲向滙豐集團成員聲明及承諾如下：

- (1)立約人及其主要股東已發行之股票皆為記名式，立約人及其主要股東並未發行亦無任何流通在外的無記名股票，並且無意發行任何無記名股票，或將記名式股票轉換為無記名股票。如立約人或其主要股東註冊在可發行無記名股票的國家，其公司章程需清楚載明不得發行無記名股票。
- (2)若立約人或其主要股東未來發行或擬發行無記名股票，或修改公司章程使立約人或其主要股東得發行無記名股票時，立約人同意於60日內以書面通知本行，並配合本行之要求，採取所有必要措施。
- (3)若立約人或其主要股東已發行或於開立帳戶後發行無記名股票，立約人同意立即以書面通知本行，並依本行之要求採取所有必要措施。相關必要措施經本行確認無誤後，立約人同意立即提供其無記名股票實益擁有人之明細，並定期提供相關資訊供本行查核。

1.9.2.若立約人依第1.9.1條所提供之資訊有不實、未採取本行要求之所有必要措施或其他違反第1.9.1條規定之情事時，立約人同意本行得逕行採取下列任一或全部之處置措施：

- (1)暫停全部或一部總約定書所載之往來、交易或服務。
- (2)要求立約人全額清償、了結所有投資。
- (3)依第1.20條之規定終止全部或一部總約定書所載之往來、交易或服務。

1.10.立約人之指示：立約人與本行往來所為之各種指示，如有下列情事之一，本行得自行依合理判斷不予執行該指示；惟若本行依該指示辦理，除本行有故意或重大過失者外，立約人不得據此對本行提出任何主張或請求賠償：

- (1)本行認定立約人之指示不明確、資料提供不全或有錯誤、重覆或合理懷疑其授權來源。
- (2)本行收受指示時，立約人之帳戶餘額不足，無法執行該指示。
- (3)本行依該指示處理將違反相關法令或總約定書之規定。
- (4)經本行通知立約人補正，而立約人未於當日營業時間截止前另為正確、完整之指示者，立約人應自行承擔因此所生之一切責任。

1.11.違約情事：立約人有下列任一情事，即構成違約：

- (1)立約人未依約償付到期應付之任一債務；
- (2)立約人依其所適用之法令聲請或遭宣告破產、重整、清算或類似之程序；立約人有停業、清理債務之情形；立約人使用之票據遭拒絕往來；或有具體事實足證立約人信用貶落者；
- (3)立約人未依約履行總約定書除前述以外之其他義務，經本行通知後未於限定之期間內改正者。

1.12.抵銷：

1.12.1.立約人若有發生第1.11條之違約情事，或於本行認為必要時(如立約人涉嫌從事非法活動或本行依法或依約得行使抵銷權等)，本行得以書面通知立約人(但毋須經立約人同意)立即終止總約定書約定之各項帳戶往來、交易或服務，並對該等帳戶之存款餘額及立約人得對本行主張之其他權益逕行主張抵銷或為必要之處分，以抵償立約人對本行之各項債務。上述抵銷或抵償之債務內容及先後順序，於不違反法令強制規定之範圍內，由本行自行決定。

1.12.2.立約人同意，如立約人在本行(及/或國內各地分行)帳戶之存款餘額與立約人對本行(及/或國內各地分行)之債務為不同幣別時，並不妨礙本行行使抵銷權利，於法令許可之範圍內，本行仍得就各該帳戶存款餘額逕為抵銷，抵銷金額應以債務之幣別為基準。本行並得依本行決定之通常銀行作業程序，以各該帳戶之存款餘額兌購相當於債務金額之數額後進行抵銷。立約人應配合本行並依相關法令之規定，完成必要的兌換程序，立約人並授權本行得(但無義務)代立約人向政府申報或申請核准。

- 1.13.密碼：立約人應對總約定書下相關之密碼負保管及保密之責，不得將密碼告知本行行員及任何他人；立約人就違反本條所受之損失或損害，均應自行負責，不得對本行提出任何主張或請求。
- 1.14.確認指示之授權代表選定：
- 1.14.1.立約人得指定授權代表確認其對本行之各項指示(包括但不限於傳真交易指示)，並應提供本行該授權代表之基本資料，使本行與該授權代表聯繫時得據以鑑別其身分
- 1.14.2.立約人同意本行就立約人授權代表之指示，不負查詢之責，但本行得(但無義務)以電話聯繫任一授權代表確認相關指示。本行亦得就該等電話指示或確認之內容進行錄音，作為相關指示之證據。
- 1.15.帳務錯誤之處理：如因本行處理疏失、第三人誤植帳號或戶名、通匯銀行通知取消匯入款項或其他原因導致帳務有誤時，本行得不經通知逕自更正，並取回該筆存入款項。倘該筆存入款項已被支用，立約人經本行通知應立即返還該錯帳之款項及因而所衍生之利息。
- 1.16.責任及義務：
- 1.16.1.於法令允許之範圍內，除因本行之故意或重大過失所致者外，本行對任何行為所生之直接、間接或其他損失均不負任何責任。
- 1.16.2.除本行對資訊系統之控管有故意或重大過失導致立約人受有損害者外，本行對他人詐欺或未經授權而使用立約人資訊或密碼導致立約人受有損害，不負任何責任。
- 1.16.3.本行對任何依約定程序以正確資訊或正確密碼所為之指示，皆得視為係立約人本人或其授權代表所為，對該指示之真實不負查證義務。
- 1.16.4.本行所有往來、交易或服務之記錄(如交易之方式、金額、申請時間、日期及處理情形等)，除立約人以具體證據證明本行登載錯誤外，均應依本行記錄為準。
- 1.16.5.立約人茲此同意在任何情形下，若立約人自本行完成之任何交易中取得不當利益者，應立即將該等不當利益歸還本行。
- 1.16.6.關於總約定書約定之各項之往來、交易或服務，如係因各有關交易當事人間(包括立約人、本行、本行之往來銀行及代理機構)或金融資訊服務事業之傳真線路、電腦或通訊傳輸設施故障或中斷或其他非可歸責於本行、往來銀行或代理機構之事由所造成之遺漏、錯誤或遲延，或因不可抗力事件如天災、戰禍、恐怖活動、罷工、自然災害等(以下合稱「不可抗力事件」)非可歸責本行之原因造成之通訊系統故障，或本行或其委任之人在合理情況下無法控制之其他原因所引致之任何損害，或因上述情況致其有無法履行或遲延履行總約定書之義務者，本行及其委任之人毋須對立約人負責。
- 1.16.7.本行依總約定書對立約人所負之存款債務限由本行在台各分行償付。倘本行在台各分行因法令限制、徵收、資產凍結、非自願性之移轉，或因不可抗力事件或其他不可歸責於本行在台各分行之事由致無法依約償付時，應予免責。
- 1.16.8.立約人茲同意其於本行開設之各項帳戶或其往來、交易與服務等事項，僅限作為個人及非商業營利用途使用。「商業營利用途」係指任何透過商業活動或貿易獲利之行為。
- 1.16.9.立約人茲承諾並同意在正常且合理的銀行交易服務範圍內使用其於本行開設之各項帳戶，不得有任何濫用帳戶之情事，包括但不限於異常多筆交易或任何其他以違反誠信原則之方法意圖獲取利益之行為。
- 1.17.對帳單、交易憑證及往來憑證：
- 1.17.1.為核對立約人之往來帳目，本行將定期以平信或電子郵件之形式製作並發送對帳單或交易通知提供立約人核對，不另發給存摺。如立約人發現對帳單內容有誤時，應於寄發後14日內通知本行，否則視為核對無誤。
- 1.17.2.除法令另有規定應留存原始憑證者外，本行得將立約人帳戶往來之單據、憑證於縮影後銷毀之。本行留存之相關憑證影本、縮影片、相片或電腦存儲資料，除立約人能證明本行登載有誤而由本行更正者外，立約人同意其與原始憑證具有同樣之法律效力，得作為立約人一切往來交易之證明。

1.18.修改：除總約定書有特別規定者外，本行得隨時以至少三十日前之書面通知或在本行營業處所明顯處或網站上公告其內容之方式，修改總約定書之相關規定。倘立約人不同意本行之任何約定，得於該三十日之通知期間，隨時以書面通知本行終止合約、與本行之各項存款往來、其他交易及服務事項，並配合本行辦理終止手續；倘立約人未於前項期間內終止並辦理相關終止手續則視為立約人業已同意此等修改。但在符合法令要求之例外情況下，本行得隨時修改總約定書，並於書面通知或在本行營業處所明顯處或網站上公告其內容時立即生效。本行如擬變更或增設起息點、每月最低額或帳戶管理費之相關金額或條件時，本行應於該等修改生效日六十天前在本行之書面通知或在本行營業處所明顯處或網站上公告其內容之方式通知立約人，立約人如不同意前述修改，應於生效日前以書面通知本行終止與本行之各項存款往來、交易、服務事項及總約定書，否則即視為同意此等修改。

1.19.通知：立約人留存於本行之聯絡資料(包括地址、電話、傳真及電子郵件等)如有變更時，應即通知本行，於收受該等通知前，本行仍得依立約人留存於本行之聯絡資料寄送對帳單或其他通知；該等通知應於本行依原聯絡資料發送且經通常郵遞期間後，即視為已對立約人送達。惟本行如依立約人原留存之聯絡資料寄送卻遭郵務公司因任何理由退回以致無法送達予立約人達二(含)次以上者，為保護立約人權益，立約人同意本行得不再依該留存之聯絡資料寄送，並得視情形自行決定暫停部分服務項目，俟立約人通知變更後之聯絡資料，始恢復寄送並重新啟用暫停之服務項目。

1.20.終止

1.20.1.除法令另有禁止之規定者外，本行與立約人均得隨時終止總約定書之各項帳戶往來、交易或服務之全部或一部，包括但不限於下列情事：

- (1)立約人之帳戶連續6個月平均餘額為零及/或連續12個月無交易；或**
- (2)帳戶之所有主要董事(亦即1.持股20%以上；或2.該董事為最大股東/實益擁有人之本人、配偶、直系血親或兄弟姐妹)已非為本行符合資格之卓越理財客戶及/或其卓越理財帳戶與此OBU帳戶之平均餘額加總連續3個月未達等值新臺幣參仟萬元；或**
- (3)立約人有違反本總約定書約定條款或其他立約人與本行間其他約定之情形；或**
- (4)立約人無法依本行之合理要求(包括本行為進行下述之金融犯罪風險管理行為之目的或遵守法令遵循義務)即時提供立約人或關係人之資訊予本行；或立約人拒絕或撤回同意本行得為進行下述之金融犯罪風險管理行為之目的或遵守法令遵循義務而蒐集、處理、移轉或揭露立約人資訊之授權；或**
- (5)本行對立約人或其任何交易有金融犯罪或其他相關風險之合理懷疑，或本行依其判斷，為進行與金融犯罪相關之偵查、調查及防制(下稱「金融犯罪風險管理行為」)而決定終止服務；或**
- (6)其他本行認為必要之情形(包括但不限於立約人遭受破產宣告等)。**

1.20.2.本行得先以存款餘額抵償立約人對本行之各項債務及費用後，將存款餘額返還立約人，本行就存款帳戶之所有義務並因之而解除。立約人就存款帳戶之終止，不得對本行為任何之主張或請求(包括但不限於因帳戶之終止而未獲兌現所致者)。

1.20.3.本行終止總約定書之各項帳戶往來並返還存款餘額時，立約人同意以立約人最後留存於本行之聯絡資料所載地址或本行各分行所在地為清償地。如本行以二次以上書面通知立約人指示本行存款餘額返還方式及依立約人最後留存之聯絡資料聯繫仍無法取得立約人之指示，致本行無法返還存款餘額時，立約人同意本行業已依法提出給付，並不負遲延責任。如終止後有應返還之外幣存款餘額，立約人同意本行得依本行牌告賣出匯率，在100,000元等值新臺幣之範圍內，將該外幣存款餘額兌購等值數額之美金後，返還予立約人。

1.21.語言：總約定書以中文及英文作成，如中、英文版有歧異，應以中文版為準。

1.22.準據法及管轄法院：立約人就總約定書相關事項均應依中華民國法令規定或銀行交易慣例辦理。如總約定書之任一條款被認定為無效時，其餘條款仍應繼續有效。就總約定書所生之紛爭，立約人同意以立約人帳戶所在分行之管轄法院或台灣臺北地方法院為第一審管轄法院，但不得排除消費者保護法第四十七條或民事訴訟法第四百三十六條之九規定小額訴訟管轄法院之適用。

1.23.轉讓、取代、權利救濟之行使、棄權及可分性

- 1.23.1.非經本行事前書面同意，立約人不得將總約定書下權利或義務之全部或一部轉予任何第三人。
- 1.23.2.就本總約定書所載之共同事項，本總約定書之約定事項取代所有先前立約人與本行已簽訂之書面合約、協議、約定書、總約定書或其他交易文件之約定事項。
- 1.23.3.立約人或本行於本總約定書下之權利及救濟，不影響立約人或本行依法令或其他方式所享有之其他權利或救濟。無法行使或遲延行使權利或救濟不構成權利之放棄，且立約人或本行行使任何一部分之權利或救濟，不排除立約人或本行行使其他權利或救濟。
- 1.23.4.如任一方無法行使或遲延行使本總約定書之權利，其仍得於嗣後行使其權利。任何權利之棄權應以書面為之，並敘明其所拋棄之特定權利。
- 1.23.5.如本總約定書任一部分於任何管轄地區被認為不合法、無效或無法執行者，僅該部分條款於該特定管轄區域為不合法、無效或無法執行，不影響其他條款之效力。

1.24.爭議處理管道及其他揭露事項：因本行提供之金融商品或服務所生紛爭之處理及申訴管道，以及其他依法令應定期或不定期報告之事項及其他應說明之事項，請參見本行網站法定公開揭露事項。

1.25.其他往來約款

1.25.1.名詞定義

- (1)「主管機關」：指對任何滙豐集團成員具有管轄權之任何司法機關、行政機關、主管機關或政府機關、各級政府、任何稅務機關、證券或期貨交易所、法院、中央銀行或執法機關、或前述機構之任何代理機構。
- (2)「法令遵循義務」係指本行及滙豐集團應遵守之義務，包括：(a)法規、國際規範及內部政策或程序；(b)任何主管機關之要求或報告、法定交易申報、揭露及其他法規規定之義務，以及；(c)任何要求本行確認立約人身份之法規。
- (3)「關係人」係指立約人以外之他人(個人或機構)，且該他人之資訊(包括其個人資料或稅務資訊)係由立約人提供或代表立約人而提供予滙豐集團成員，或其資訊因滙豐集團成員提供本服務而取得。關係人包括但不限於任何保證人、公司董事或經理人、合夥事業之合夥人或成員、實質所有人、控制人、實益擁有人、信託受託人、委託人或保護人、指定帳戶之帳戶持有人、指定款項之收款人、立約人的代表人、代理人或名義人、立約人所代表之委託人，或任何其他就立約人與滙豐集團間因銀行業務或其他往來關係有關聯之個人或機構。
- (4)「控制人」係指對機構具實質控制權之人(就信託而言，為委託人、受託人、保護人、受益人、受益類別或任何其他對於該信託具有最終實質控制權之個人；就信託以外之機構而言，係指具有相當或類似控制地位之人)。
- (5)「立約人資訊」係指立約人或其關係人之個人資料、機密資訊，及/或稅務資訊(包括相關聲明、豁免及同意)。
- (6)「金融犯罪」係指洗錢、恐怖份子融資、賄賂、貪腐、逃稅、詐欺、逃避經濟或貿易制裁、及/或任何試圖規避、可能違反或實際違反與前述事項相關之法規。
- (7)「滙豐集團」係指滙豐控股公司及/或其任何關係企業、子公司、從屬機構，及其分公司及辦公室(合稱或個別)，「滙豐集團成員」之定義亦同。
- (8)「法規」係指任何當地或外國法律、條例、規定、規則、規章、裁判、命令、自律約定、指引、制裁方式，或任何滙豐集團成員與主管機關間之協議、或各主管機關之間的協定或條約而適用於本行或任何滙豐集團成員者。
- (9)「損失」係指任何請求、費用、成本(包括但不限於任何訴訟或專家之費用)、損害、債務、支出、稅負、責任、義務、聲明、主張、追訴、要求、起訴、司法程序或裁判，無論其計算方式或造成原因，亦不論其是否為直接或間接、衍生性、懲罰性或附帶性。

- (10) 「個人資料」係指任何關於個人而可識別該個人之資料，包括但不限於敏感性個人資料及個人姓名、居住地址、聯絡資訊、年齡、生日、出生地、國籍、公民身份、個人狀態及婚姻狀態。
- (11) 「本服務」係指，但不限於(a)立約人銀行帳戶之開戶、維護、及關戶，(b)提供信用額度及其他銀行商品及服務給立約人(包括如證券交易、投資顧問、仲介、代理、保管、清算或取得科技服務)、處理應用、附隨信用評估及商品可行評估；及(c)維護本行與立約人之整體關係包括行銷及推廣金融服務或相關商品予立約人、市場調查、保險、稽核及行政目的。
- (12) 「實質所有人」係指任何直接或間接持有一機構超過10%淨利或持有超過10%之利益之個人。
- (13) 「稅務機關」係指本國或外國稅務、所得、財政或金融管理機構。
- (14) 「稅務證明表格」係指任何稅務機關或滙豐集團所發佈或要求立約人提供之表格或其他文件，用以確認立約人或其關係人的稅務狀態。
- (15) 「稅務資訊」係指為使本行或滙豐集團成員遵守(或證明已遵守)對於任何稅務機關之義務，經本行合理認定與立約人或任何所有人、控制人、實質所有人或立約人之實益擁有人之稅務狀態直接或間接相關之任何文件或資訊(及附隨之陳述、豁免及同意)。「稅務資訊」包括但不限於有關稅收居住地及/或組織地、稅籍、稅籍號碼、稅務證明表格、特定個人資料。

1.25.2.適用順序

- 1.25.2.1.第1.25條及其後續之增訂、修改或補充(統稱「本條款」)適用於立約人與本行間銀行業務往來及其他本行提供予立約人之服務。
- 1.25.2.2.本條款係規範本行如何使用立約人及其關係人之資訊。立約人同意本行及滙豐集團成員得依本條款使用立約人資訊。
- 1.25.2.3.本條款(i)不影響立約人與本行間為提供商品、往來、帳戶服務及本服務等所簽訂之合約(下稱「其他合約」)，並(ii)補充其他合約之約定。其他合約係包含立約人與本行間在本條款簽訂前或簽訂後所為之明示或默示的合意。
- 1.25.2.4.就本條款所約定之事項，本條款取代先前所有立約人與本行已簽訂之合約條款。
- 1.25.2.5.如本條款與其他合約有衝突或不一致者，本條款應優先適用。於法律許可之範圍內，立約人就立約人資訊已存在之同意、授權、對本行之豁免或許可等仍繼續有效且全部適用。

1.25.2.6.解釋

- (1) 「立約人」係指簽署本總約定書之人(以下簡稱「立約人」)。
- (2) 除本條款另有約定者外，所有名詞均應適用第1.25.1條所列之定義。
- (3) 本條款之條文標題係因便利而提供，不影響各條文之內容。
- (4) 本條款包括後續的修正、補充、更新或取代。
- (5) 「人」包括獨資、合夥、法人組織、非法人組織或其他機構及其有權簽字人、負責人、繼受人、受讓人(包括但不限其後之繼受人或受讓人)。
- (6) 本條款如使用單數者，解釋時包括複數，反之亦然。

1.25.3.資訊之蒐集、處理及利用

1.25.3.1.蒐集

本行及其他滙豐集團成員得蒐集、處理、利用及傳遞立約人資訊。立約人資訊包括立約人(或代表立約人之個人)向本行提供之資訊，由本行、代表本行之個人、滙豐集團成員或經由其他來源(包括公眾可得資訊)所蒐集之資訊，或本行或任何滙豐集團成員結合其取得之資訊後產生者。

1.25.3.2.處理

本行及/或滙豐集團成員得就下列相關目的(下稱「本目的」)處理、利用、移轉及揭露立約人資訊(1)提供本服務及為核准、管理、辦理或執行立約人申請或授權之任何交易；(2)符合法令遵循義務；(3)實行金融犯罪風險管理活動；(4)向立約人收取任何應付費；(5)進行徵信及取得或提供信用參考；(6)行使或保護本行或滙豐集團成員之權利；(7)本行或滙豐集團內部運作要求(包括但不限信用及風險管理、系統或商品發展及規劃、保險、稽核及行政管理目的)；(8)維持立約人與本行間之整體關係(包括向立約人行銷或推廣金融服務或相關商品及市場調查)。

1.25.3.3. 利用

立約人同意本行得在合於本目的之情況下，將立約人資訊移轉及揭露予下列在全球的收受者(該收受者亦得為本目的，就立約人資訊進行處理、利用、移轉及揭露等行為)：

- (1)任何滙豐集團之成員；
- (2)任何滙豐集團轉包商、代理人、服務提供者或滙豐集團之從屬機構(包括其員工、董事或經理人)；
- (3)任何主管機關；
- (4)任何得代表立約人之受款人、受益人、帳戶名義人、中介機構、聯絡人、CHAPS、BACS、SWIFT等代理銀行、清算機構、清算或結算系統、市場交易對手、上游扣繳代理機構、交換或交易申報機構、證券交易所、立約人享有證券利益之人(該等證券由本行為立約人之利益持有)；
- (5)任何享有本服務相關利益、因本服務而承受相關風險或與本服務有關之人；
- (6)其他為取得或提出信用參考之金融機構、信用報告機構或與信用相關之政府機構；
- (7)任何提供資產管理服務予立約人之證券投資信託事業或基金經理事業；
- (8)任何滙豐集團成員介紹或引薦之仲介經紀商；及
- (9)任何有關本行營業移轉、處分、合併或收購等事宜。

無論上述收受者所在地之法律與本服務提供地之法律，就資料保護是否提供相同之保護，本條款均有所適用。

1.25.4. 客戶義務

1.25.4.1. 立約人同意依本行或滙豐集團成員之要求，提供立約人資訊予本行，並擔保如其提供予本行或滙豐集團成員之立約人資訊有任何變動時，應於變動後30日內以書面通知本行或滙豐集團成員，並回應本行或滙豐集團成員之任何問題或要求。

1.25.4.2. 立約人向本行聲明並擔保，就立約人(或代表立約人之受款人)已提供或將提供予本行或滙豐集團成員之關係人相關資訊(包括其個人資料或稅務資訊)，均已通知或將通知各該關係人並取得其同意，使本行得依本條款之規定處理、利用、移轉及揭露其資訊。立約人並已告知該關係人有權向本行查閱及更正其個人資料。

1.25.4.3. 立約人同意，如有下列任一情事：

- (1)立約人無法依本行合理要求立即提供立約人資訊；或
- (2)立約人保留或撤回本行在本目的下所需之處理、利用、移轉或揭露立約人資訊之同意；或
- (3)本行或任一滙豐集團成員懷疑立約人進行金融犯罪或可能對任一滙豐集團成員構成潛在金融犯罪風險；

本行得

- (1)拒絕繼續提供本服務之全部或一部或新的服務予立約人，且本行有權依本條款、其他合約或各相關合約所約定之終止條款，終止與立約人間之全部或一部之業務關係；
- (2)採取必要之行動，以遵守本行或滙豐集團成員之相關法令遵循義務；及/或
- (3)封鎖、移交或關閉立約人帳戶。

此外，立約人若無法立即提供本人或其關係人之稅務資訊、相關之稅務聲明、豁免、同意，或關於立約人或其關係人之稅務狀態者，本行得自行全權決定立約人或其關係人之稅務狀態(包括是否向稅務機關申報、依稅務機關對本行或其他人士之要求扣繳相關款項，並將該等款項交付予稅務機關)，或採取上述(1)至(3)之措施。

1.25.5. 資料保護

1.25.5.1. 無論立約人資訊之處理係在本國或海外，滙豐集團成員及其員工將根據相關資料保護法令及資訊安全法令，遵守保密義務並保護立約人資訊。

1.25.5.2. 本行所持有之個人資料，該個人有權依相關資料保護法令請求本行提供複本，及更正該等資料之錯誤。

1.25.6.金融犯罪風險管理行為

1.25.6.1.本行及滙豐集團成員，依法應採取任何依其獨立判斷認為適當之行動，以遵守與金融犯罪風險管理行為有關之法令遵循義務。

金融犯罪風險管理行為包括但不限於：(1)監控、截取及調查任何就本服務所執行之指示、聯繫、取款請求、申請，或任何立約人自行或代立約人所為之款項匯出或匯入；(2)調查資金來源或收款人；(3)結合立約人資訊與滙豐集團成員所擁有之其他資訊；及/或(4)進一步詢問個人或機構之狀態(不論其是否受制裁機制拘束)，或確認立約人身份及狀態。

1.25.6.2.金融犯罪風險管理行為可能會導致本行延後、禁止或拒絕支付結算款項、辦理立約人指示、本服務之申請，或提供部分或全部本服務。在法律許可的範圍下，本行及任何滙豐集團成員對立約人或任何第三人因該金融犯罪風險管理行為所造成的損失不負任何責任。

1.25.7.稅務法令遵循

立約人茲承諾已瞭解並同意應自行負擔及遵守其因開立本行及/或滙豐集團成員之帳戶及/或使用本服務，於各管轄區域內所產生之相關稅務義務(包括但不限於報稅、提供相關文件及所有繳稅之義務)。立約人之關係人亦承諾並同意遵守其基於關係人之地位應適用之相關稅務義務。立約人瞭解，立約人及其關係人之住所、居所、公民身份所屬地或登記設立地區之稅務法令可能具有域外效力而適用於立約人及其關係人，惟本行或滙豐集團成員均不提供任何法令或稅務建議，立約人應向獨立的法令或稅務專家尋求法令及稅務建議。如該等稅務義務係因立約人於本行及/或滙豐集團成員開立及使用銀行帳戶及/或服務而產生，本行及滙豐集團成員就立約人於任何地區之稅務義務均不負相關責任。

1.25.8.終止後存續

於本條款經終止、本行或滙豐集團成員終止提供本服務予立約人，或立約人帳戶結清銷戶後，本條款第1.25.2條至第1.25.7條仍繼續存續有效。

II 存款約定事項

2.1.適用順序：就立約人於本行所為之各項存款帳戶交易，均應優先適用本節之約定，本節未予約定者，則適用總約定書之其他規定。

2.2.存款

2.2.1.立約人之存款應於入帳後方可起息或支用；本行對存入票據之種類及形式有權決定是否接受，並應俟本行兌現後始可入帳。**立約人存入他行票據時，由於該票據係代收性質，如有因付款行之事由或任何不可歸責於本行之事由致無法兌現者，本行毋須負責。**

2.2.2.對於本行營業時間外或非營業日使用本行自動櫃員機存入之現鈔，本行將於次營業日入帳。

2.2.3.外幣綜合存款帳戶存款之存入得以本行可接受之外幣現鈔、外幣票據及本行同意之其他支付方式為之。**立約人並應支付按本行標準所訂定之交易手續費。**

2.3.提款

2.3.1.除立約人使用本行自動櫃員機設施或與本行另有約定外，凡使用收款憑條者均須加蓋立約人之約定印鑑，並經本行核驗無誤後始得付款。如上述取款憑條上之簽章有偽造、仿冒或變造等情事，而本行於已盡善良管理人之注意義務仍無法辨識而給付時，本行對立約人因此所發生之損害不負賠償責任。

2.3.2.外幣綜合存款帳戶之提款得以本行可提供之一定數量外幣現鈔、外幣票據及經本行同意之其他方式為之。立約人應支付按本行標準所訂定之交易手續費。

2.4.外幣綜合存款帳戶幣別及轉換：

本行外幣綜合存款帳戶之交易幣別包括美金及其他經本行同意之貨幣，得由立約人自行選擇一種或多種幣別，並得於相關法令許可之範圍內隨時相互轉換。為執行該等帳戶之交易，立約人如需將款項自一種外幣兌換成另一種外幣時，應依交易當時本行兌換該外幣之匯率計算。就外幣綜合存款帳戶之存款及交易，立約人應自行承擔有關外匯加值波動、兌換限制及兌換損失之風險。

2.5.存款利息計息及給付方式

外幣綜合存款帳戶之利息，應依國際慣例計算各幣別計息天數及計息方式，並依下列規定給付：

(1)活期存款：就各存款幣別，依本行牌告利率每日單利浮動計息，於每年6月21日及12月21日付息(如付息日遇假日則移至前一營業日)，並於次營業日滾入本金。

(2)定期存款：就各存款幣別及期限，依存入當時之本行牌告利率或依立約人與本行之議定利率計息。

2.6.遺失、滅失或被竊：

定存單遺失、滅失或被竊時，立約人應依本行相關規定辦理掛失止付手續；如約定印鑑遺失、滅失或被竊時，亦應辦理相關掛失手續；**如因立約人未能即時依規定辦理相關手續而致受有任何損失時，立約人應自行負擔此所有之損失。**

2.7.定期存款特別約定事項

2.7.1.除立約人於申請書載明需提供存單者外，本行不另發給存單。與定期存款有關由電腦印製之通知單毋須有權人員之簽章。辦理解約、提款或與本存款有關之各項手續，需填寫本行指定之申請書表或以書面指示本行。立約人領有定期存款存單者，尚須憑存單辦理之。

2.7.2.定存提前解約：立約人就定存提前解約時，本行將依相關法令及本行規定辦理，外幣定存依當時起息日存滿期數相當之牌告利率八折計息。為存款不足一個月而提前解約者不予計息。

2.7.3.定存逾期處理方式：

2.7.3.1.倘若立約人未於定存到期日前提供定存到期之本金及利息之處理指示，本行將依有關法規及本行規定辦理：

2.7.3.2.外幣定期存款將於到期後自動解約，轉入立約人於本行相同幣別之活期存款帳戶，並以當時該幣別活期存款之利率及計息方式計息。

2.7.4.有關定期存款中途解約、逾期提取或轉期續存時，利息之計算及處理辦法，除總約定書另有約定外，悉依有關法令規定辦理。

2.8.責任之免除或補償

立約人應遵守所有與總約定書各項帳戶、活動或交易有關之法令規定。立約人保證如因下列事由致本行負擔責任、損失、費用(包括但不限於稅捐、稅負、規費或其他費用)及債務時，立約人應補償本行：

(1)立約人於本行開立帳戶。

(2)本行提供服務予立約人或與立約人交易。

(3)立約人違反任一總約定書或法令之規定。

BUSINESS ACCOUNT OPENING TERMS AND CONDITIONS

This Master Agreement ("Master Agreement") is entered into by and between HSBC Bank (Taiwan) Limited (including the offshore Banking Unit)(the "Bank") and the Customer with regard to the Customers' various accounts, communication, transactions and services made with the Bank. The Customer hereby agrees to be bound by all terms and conditions contained hereinafter when applicable. The customer shall separately apply for the use of services if required by the Bank.

I General Terms and Conditions

- 1.1 Priority of Application: Except for designated account, activities, transactions and services otherwise stipulated with the Bank, the Customer agrees that all accounts and accounts opened subsequently, and their activities, transactions and services are subject to general terms and conditions set forth in this section. The Customer hereby understands that due to the limitation of law and regulations, the services, products and transactions provided by the Offshore Banking Unit ("OBU") of the Bank may vary with the location of the Customer incorporated, and the Customer further understands and agrees that the services, products and transactions provided by the Bank to the extent permitted by the laws and regulations shall be governed by the terms and conditions of the Master Agreement.
- 1.2 Conditions and Means of Account Opening:
 - 1.2.1 When opening an account, one of the primary directors (here means (1) stock holding over than 20% or (2) the director is the person, spouse, lineal relatives or sibling of the largest shareholder / beneficial owner) of the account must be a qualified Premier customer with the aggregated balance over or equal to TWD 30 million and the relationship between the Premier customer.
 - 1.2.2 When opening an account, the Customer shall fill out the application form with related true information and prepare required documents (including but not limited to the Identification Certificate of the responsible person, the latest Certificate of Incumbency (COI), the latest Certificate of Incorporation, Articles of Incorporation and related Board Resolutions) and other documents required by the Bank as the case may be. In the event that any information or document kept at the Bank changes, the responsible person of the Customer shall notify the Bank of such change in writing or in any form agreed by the Bank.
 - 1.2.3 Prior to receiving the notice of the change in the preceding paragraph, the Bank may act in accordance with and reliance on the designated chop, information and documents provided earlier by the Customer in good faith. The Customer shall not make any claim or assertion against such reliance and shall keep the Bank harmless from any loss. If the Bank suffers any loss arising from such acts or reliance, the Customer shall indemnify the Bank for such loss suffered, provided that such loss is caused from the Bank's gross negligence or willful act.
 - 1.2.4 The Customer shall specify with the Bank at account opening the chop(s) and/or the specimen signature(s) (collectively "Designated Specimen") for the Bank's verification and/or examination to follow the Customer instructions and provide relevant services. When the Bank has exercised prudent person's care in confirming the consistency of the chop(s) and /or specimen signature(s) of the Customer's instructions with the Designated Specimen and further processed accordingly or provided services, the Bank shall not be held liable for the Customer's loss arising from the forgery or stolen of the Designated Specimen.
- 1.3 Subsequent Opening of Accounts and New Services: The Customer understands and agrees that at the time of executing the Master Agreement, it has not fully activated all the accounts and services provided by the Bank. Except as otherwise instructed by the Customer, the new accounts and services will be activated in the method agreed by the Bank and subject to applicable terms and conditions herein. The Customer also agrees to follow terms and conditions set forth in the Master Agreement upon activation or use of new accounts and services provided by the Bank.
- 1.4 Minimum Average Balance for Accounts and Account Administration Charge
 - 1.4.1 **The Bank may define at its sole discretion a minimum requirement of monthly average balance and account administration charge for different types of accounts. Unless otherwise agreed by both parties, the fee deduction method shall follow the terms and conditions set forth in the Master Agreement. The Customer agrees that the Bank shall have the right to deduct administration charge directly from the Customer's account.**
 - 1.4.2 **The minimum average balance calculation is defined as:**
 - (1) **The deposit amount, and market value of investments; and**
 - (2) **Insurance premium paid with the Bank.**
 - 1.4.3 **Monthly Minimum Average Balance and Account Administration Charge Standard**
 - (1) **The aggregated balance of the Premier account of the primary director (here means (1) stock holding over than 20% or (2) the director is the person, spouse, lineal relatives or sibling of the largest shareholder / beneficial owner) and the OBU account over or equal to TWD 30 million is required.**

(2) If the Bank's requirement for minimum average balance is not maintained, the Bank shall have the right to cancel all related benefits at any time and to collect the account administration charge of USD 40 per month, prescribed by the Bank.

(3) If the Bank's requirement for minimum average balance is not maintained for 3 consecutive months, the Bank shall have the right to terminate any account relationship under the Master Agreement.

1.5 Fees, Expenses and Indemnity:

1.5.1 The Customer shall comply with all applicable laws and regulations in force, terms and conditions set forth in the Master Agreement and agreements with the Bank, and other rules set by the Bank in relation to all accounts, activities, transactions and services with the Bank. For transactions made with the Bank and services provided by the Bank, the Customer shall pay applicable fees and charges according to the Bank's then tariff as in effect from time to time.

1.5.2 For any litigation, arbitration or other negotiation arising from transactions performed by the Bank under the Master Agreement and from the causes not attributable to the Bank, all expenses thus incurred (including but not limited to attorney fees) shall be borne by the Customer, even if such litigation, arbitration or negotiation has been conducted in the name of the Bank. The Customer further agrees and authorizes the Bank to debit the Customer's accounts for repayment of such expenses.

1.5.3 The Customer shall, upon the receipt of the Bank's notice, immediately indemnify the Bank in full from and against all liabilities, losses, costs, expenses and charges (including but not limited to taxes, duties, imposts or otherwise) which the Bank may incur as a result of providing services to or transacting with the Customer, and /or a breach of any terms and conditions of the Master Agreement or any applicable laws and regulations by the Customer.

1.6 Deduction: To the extent permitted by the laws and regulations, the Customer hereby authorizes the Bank to debit the Customer accounts directly with any fees and payables by the Customer without prior notice to reimburse the Bank for any fees and payables due (including but not limited to interests, administration charges, service fees, penalties, compensation, indemnity and other fees and expenses).

1.7 Tax Filing: The Customer shall be responsible for discharging his/ her duty with regards to all relevant taxes, including, but without limitation, the filing and payment of income taxes, wealth taxes and estate taxes on various revenues of the Customer accrued under the holding of his/her account and/or assets on his/her account under General Agreement. In addition to taxes and expenses the Customer is liable under the laws and regulations of the Republic of China ("R.O.C."), the Customer also understands that the holding of his/her account may expose the Customer to tax consequences of filing and paying tax in other country/jurisdiction, depending on a number of factors including, but not limited to his/her domicile, residence, citizenship and the type of assets the Customer holds. The Bank does not provide any legal or tax advice. The Customer is therefore advised to seek legal and/or tax advice from an independent legal and/or tax adviser who may be a referral by the Bank. Where a referral is made by the Bank, the Customer acknowledges and agrees that the Bank has no responsibility in this respect and any advice provided is the responsibility of such third party, not the Bank.

1.8 The Use or Processing of the Customer's Information and Outsourcing Processing:

1.8.1 The Customer agrees that the Bank may provide the relevant credit information of the Customer, to the extent permitted by the applicable laws, for the inquiries and the database construction by other banks and financial institutions, correspondent banks, Joint Credit Information Center, Financial Information Service Company Limited, related credit agencies, and government agencies; the Customer also agrees that the above agencies and institutions may provide the above credit information for other person's inquiries, to the extent permitted by the applicable laws.

1.8.2 The Customer agrees that the Bank may collect, conduct processing (including engaging a third party to process), utilize or conduct international transmission of the Customer's information (including, without limitation, the Customer's company information, account information, and transactions information, and the personal data of the Customer's directors, authorized signatories, major shareholders, beneficial owners, authorized representatives, and business contacts, provided by the Customer (collectively, "Relevant Information of Customer")), to the extent permitted by the applicable laws, for the purpose of processing any transaction between the Customer and the Bank, conducting "know your customers" (KYC) procedures, promoting business/services/products, the exchange of financial information among and the collection of credit information by other banks and financial institutions, and/or conducting any other related matters permitted by law. The Customer also agrees that the Members of HSBC Group may collect, conduct processing (including engaging a third party to process), utilize or conduct international transmission of Relevant Information of Customer for the specific purposes stated above. The Customer agrees to authorize the Bank to determine the existence of the above purposes based upon the Bank's professional judgment.

1.8.3 The Customer specifically agrees that the Bank may provide or conduct international transmission of Relevant Information of Customer, to the extent permitted by all applicable laws, to the following parties:

- (1) Any party assuming assets and liabilities from the Bank or conducting a merger with the Bank;**
- (2) Any party mandated by the Bank to provide services or handle any matter;**
- (3) The Members of HSBC Group; and**
- (4) Any regulatory, judicial or other governmental agencies of the Republic of China ("R.O.C. "), United Kingdom, Hong Kong and other country or territory having jurisdiction over the Bank or the Members of HSBC Group.**

1.8.4 Unless otherwise required by the competent authorities and/or laws and regulations, provided in the Master Agreement, or otherwise with other justifiable reason, the Bank shall keep confidential the relevant information provided by the Customer.

1.8.5 The Customer agrees that the Bank may, to the extent permitted by applicable laws, mandate any third party (including the Members of HSBC Group located and operated in other jurisdictions) to process matters regarding all or part of the transactions between the Customer and the Bank or the services provided by the Bank which contain those stated in the Bank's business license or related to customer information that may be outsourced legally (including, but not limited to, input, processing, and output of data, system development, monitoring and maintenance, as well as any relevant supports for data processing, as disclosed on the Bank's official website: www.hsbc.com.tw) and those neither stated in the Bank's business license nor related to customer information; the Customer further agrees that the Bank may provide various transaction data of the Customer to any third party mandated by the Bank and process such data in any other offshore jurisdiction including the Great Britain, within the scope necessary for handling such matters.

1.9 Bearer Shares

1.9.1 The Customer understands the Bank has requirements regarding Know Your Customer (including but not limited to the Customer, responsible persons, major shareholders who directly or indirectly owning the Customer's issued share capital ("Major Shareholders"), beneficial owners, authorized signatories and contact persons) and hereby represents and undertakes to the HSBC Group as follow:

- (1) All shares of the Customer and its Major Shareholders are currently issued in the registered form, and no shares not in registered form ("Bearer Shares") are issued and outstanding. The Customer and its Major Shareholders do not intend to issue any Bearer Shares or to convert any outstanding registered shares into Bearer Shares. If the Customer or its Major Shareholders registered in a jurisdiction where issuance of Bearer Shares is allowed, the Customer or its Major Shareholders' Articles of incorporation / Association should state clearly no issuance of Bearer Shares.
- (2) When the Customer or its Major Shareholders acknowledge their issuance or intention to issue Bearer Shares or their amendment of the Articles of Incorporation to enable the Customer or its Major Shareholders to issue Bearer Shares, the Customer agrees to notify the Bank in writing within 60 days and to take all necessary actions requested by the Bank.
- (3) In the event that the Customer or its Major Shareholders issued Bearer Shares upon or after account opening, the Customer agrees to notify the Bank in writing immediately and take all necessary actions requested by the Bank. After the Customer completed all necessary actions and obtained confirmation from the Bank, the Customer agrees to provide the list of beneficial owners of the Bearer Shares immediately and periodically thereafter.

1.9.2 If any information provided by the Customer is incorrect or didn't take all necessary actions requested by the Bank or the Customer breaches any of its covenants or undertakings under Article 1.9.1, the Customer agreed that the Bank is entitled to take any or all following actions:

- (1) suspend any or all banking services provided by the Bank;
- (2) demand full repayment and/or liquidate all investments with the Bank; and/ or
- (3) terminate any or all account relationship, activities, transactions or services under the Master Agreement in accordance with Clause 1.20 of the Master Agreement.

1.10 The Customer's Instructions: If any of the following circumstances exists with respect to instructions given to the Bank by the Customer regarding account activities and/or transactions, the Bank may, based on its sole reasonable judgment, refuse to follow such instructions, and if the Bank so proceeds as instructed, the Customer may not raise any claims or request compensation of its loss against the Bank unless the loss is resulting from the Bank's gross negligence or willful acts:

1.10.1 The Bank believes that the instructions given or information provided by the Customer are unclear, incomplete, incorrect, duplicated, or reasonably suspects the authorization and the source of data.

1.10.2 The Customer's account balance is insufficient when the Bank receives instructions and the Bank is therefore unable to execute such instructions.

- 1.10.3 If the Bank processes according to such instructions, the Bank will violate related laws or terms and conditions in the Master Agreement.
- 1.10.4 In the event that the Bank notifies the Customer to cure and the Customer is unable to give correct and complete instructions during the Bank's business hours on the same day, the Customer shall be solely liable for any liability arising therefrom.
- 1.11 Events of Default: Each of the following events or circumstances shall constitute an Events of Default:
- (1) The Customer fails to pay any sum payable when due;
 - (2) The Customer is subject to bankruptcy declaration, reorganization, liquidation or other similar procedure under applicable laws; or the Customer's business has been suspended or has entered into any composition or other arrangement with its creditors; or the Customer's checks or other negotiable instruments are rejected by the Bills Clearing House; or there is concrete facts to prove that the credit standing of the Customer has deteriorated adversely;
 - (3) The Customer fails to perform any other obligations under the Master Agreement and fails to improve in a given period notified by the Bank.
- 1.12 Setoff:**
- 1.12.1 In the event that the Customer constitutes an Event of Default under clause 1.11, or if the Bank deems necessary (e.g. the Customer is alleged or involves in any illegal activities, or the Bank exercises its set-off rights against the Customer pursuant to law or contract), the Bank may terminate various accounts, activities, transactions or services under the Master Agreement immediately after giving written notice to the Customer (but the Customer's consent is not required). The Bank shall be entitled to dispose of the deposits therein or other interests that the Customer may claim against the Bank in whatever manner, as the Bank deems necessary and apply such deposits or interests against the sums due to the Bank. The Bank may at its discretion determine the content and priority of set-off in accordance with compulsory prescriptions of regulations, to the fullest extent permitted by law.**
- 1.12.2 The Customer agrees that if the credit balance(s) in the account(s) of the Customer with the Bank (and/or its Taiwan branches) is (are) in a currency(ies) different from that of the liabilities owed by the Customer to the Bank (and/or its Taiwan branches) ("Liabilities"), the difference in currencies between the account(s) and the Customer's Liabilities shall not impede the Bank's right to exercise set-off rights. The Bank may, to the fullest extent permitted by law, set off the Liabilities against the credit balance(s) in such account(s), and the set-off amount shall be based on the currency of the Liabilities. The Bank may, in accordance with the normal banking procedures (as specified by the Bank), purchase currencies equivalent to the amount of the Liabilities with the credit balance(s) of such account(s), and set off such purchased amount with the Liabilities. The Customer shall cooperate with the Bank to complete the necessary procedures for conversion of currencies, if such are required by the relevant laws and regulations. The Customer hereby also authorizes the Bank to have the right, but not the obligation, to file or apply for approvals with any governmental agency on behalf of the Customer.**
- 1.13 PIN Number: The Customer shall be liable for the custody and confidentiality of PIN and should not disclose that to the Bank's staff or any third party; the Customer shall be liable for any loss or damage resulting from its violation of this clause 1.13 and shall not claim any of such loss or damage against the Bank.
- 1.14 Verification of Authorized Representative(s):
- 1.14.1 The Customer may designate authorized representative(s) to confirm instructions, including but not limited to facsimile instructions, given to the Bank and provide the Bank with the basic information of the authorized representative(s) to enable the Bank to verify whether or not the telephone answerer is indeed the authorized representative while connecting with that individual by telephone.
 - 1.14.2 The Customer agrees that the Bank is under no obligation to verify any instructions made by authorized representative(s). However, the Bank may (but not obligated to), for the purpose of confirming related instructions, call any of the authorized representative(s) back. The Bank may also record telephone conversations regarding instructions or confirmations as an evidence of related instructions.**
- 1.15 Erroneous Accounting: In the event that any erroneous accounting incurs due to an operational error of the Bank, writing mistakes in account number or title by a third party or any other causes, the Bank shall have absolute discretion to make rectification without notice. If any of erroneously credited amount is withdrawn from or paid out of the account, the Customer shall, upon the Bank's notice, promptly refund the Bank such amount and derived interest.**

1.16 Liabilities and Obligations

- 1.16.1 To the extent permitted by law, the Bank shall not be liable for any direct, indirect or other losses resulted from any services provided by the Bank, unless such losses are caused from the willful act or gross negligence of the Bank.**
- 1.16.2 **The Bank shall not be liable for the losses/damages of the Customer caused by other's fraudulent acts or unauthorized use of the Customer's information or PIN, unless the losses are caused from the Bank's willful act or gross negligence in controlling the information system.**
- 1.16.3 The Bank shall have the right to regard instructions issued with correct information or correct PIN pursuant to agreed procedures as being made by the Customer or its authorized representative(s). The Bank shall not be responsible for the genuineness of such instructions.
- 1.16.4 Unless the Customer can, with concrete evidence, prove that the records retained by the Bank (e.g. the types and amount of transaction, the application time, date and status) are erroneous, the records of the Bank shall govern.
- 1.16.5 The Customer hereby agrees that it shall return to the Bank whatsoever the amount of any unjust enrichment gained which the Customer obtained via transactions with the Bank.
- 1.16.6 With respect to activities, transactions and services under the Master Agreement, the Bank and its authorized party shall not be liable to the Customer for the losses/damages, nonperformance or delay in performance as a result of the any of the following causes:(1) omission, error or delay caused from malfunction or interruption of fax lines, computer or telecommunication transmission facility of the related transaction parties including the Customer, the Bank, other correspondence banks of the Bank or agents, or financial information service enterprises; (2) omission, error, or delay due to the causes not attributable to the Bank, its correspondence banks or agents;(3) malfunction in telecommunication system cause from incidents of force majeure such as acts of God, war, terrorists' acts, strike, natural disaster ("Force Majeure Events") or other causes not attributable to the Bank; or (4) other causes not reasonably controllable by the Bank or its authorized party.**
- 1.16.7 The obligation of the Bank to repay the deposits under the Master Agreement shall be the sole liability of the respective Taiwan branches of the Bank. Should the relevant Taiwan branches of the Bank be unable to perform their obligations due to restrictions on convertibility or transferability, requisitions, asset freeze, involuntary transfers, Force Majeure Events, or other similar causes not attributable to the Taiwan Branches, the Taiwan Branches shall be relieved from their obligations.**
- 1.16.8 With regard to the Customer's various accounts, communication, transactions and services made with the Bank and transactions and services entered into/to be entered and/or provided or to be provided thereunder, the Customer hereby agrees their usage to be limited to personal use and non-commercial gain purposes only. "Commercial Gain Purpose" means purpose primarily for the benefit of running a commercial business and/or trading activities.**
- 1.16.9 Customer hereby agrees to use the various account(s)held with, the Bank within reasonable terms of business banking, and concurs to not abuse or misuse them, including but not limited to engaging in unusually frequent transactions or other behaviors with the sole purpose to acquire interests and benefits with methods that violates the principle of good faith.**
- 1.17 Statements, Corresponding Slips and Transaction Slips:
- 1.17.1 In order to verify the Customer's account activities, the Bank shall produce and send account statements or transaction notice to the Customer periodically via mail or in the form of email and the Bank will not issue any passbook additionally. **In case there is any discrepancy in respect of the transactions shown on the statement, the Customer shall inform the Bank thereof within fourteen (14) days of dispatch of the statement. Otherwise, such statement shall be deemed correct.**
- 1.17.2 Except as otherwise required by law to keep original slip, the Bank may destroy the corresponding slips and transaction slips related to the Customer's account activities after microfilming the same. The Customer agrees that any photocopies, microfiches, photos, or computer data in respect of the related slips kept by the Bank shall have the same legal validity as that of the originals in proving the Customer's activities and transactions with the Bank, provided that the Customer may prove that such records are erroneous and correction has been made by the Bank.

1.18 Amendment

Except otherwise provided in the Master Agreement, the Bank may, via a written notice, posted at visible area of the Bank's branches or announced on the Bank's Internet main page at least 30 days in advance, amend the terms and conditions of the Master Agreement. If the Customer disagrees with such amendments, he/she/it may notify the Bank in written form within the 30-day notification period to terminate the previous terms and conditions with the Bank as well as transactions and services with the Bank. The Customer needs to be cooperative with the Bank in account closing procedure. If the Customer fails to notify termination within the 30-days notification period the Customer shall be deemed to agree with the amendments. However, the Bank may, in exceptional circumstances in order to comply with any law or regulation, make amendments to the Master Agreement at any time, which will become effective immediately on notice to the Customer, posted at visible area of the Bank's branches or announced on the Bank's Internet main page.

When the Bank establishes or amends the relevant amounts and/or terms and conditions relating to monthly minimum average balance for accruing interest, monthly minimum average balance and/ or account maintenance fees, the Bank shall notify the Customer via a written notice, posted at visible area of the Bank's branches or announced on the Bank's Internet main page at least 60 days prior to the effective date of such amendments. If the Customer disagrees with such amendments, it shall notify the Bank in writing before the effective date to terminate various accounts, activities, transactions, services and the Master Agreement; otherwise, such amendments will be deemed as agreed by the Customer.

- 1.19 Notice: If the Customer changes its contact information (including address, telephone number, fax number and e-mail etc.) retained by the Bank, the Customer shall immediately notify the Bank of such change. Unless receiving any of such notice, the Bank shall be entitled to send the statement or any other notice according to the contact information retained by the Bank. Such statement or notice sent in accordance with the original contact information shall be deemed properly served on the Customer after the ordinary delivery time needed for mailing service. If the notice delivered in accordance with the address left by the Customer has been returned for any reason twice or more, and cannot be duly served on the Customer, in order to protect the Customer's interests, the Customer hereby agrees that the Bank is entitled not to send the notice to the Customer in accordance with the contact information left by the Customer and may suspend part of the services rendered by the Bank to the Customer at its sole discretion. The Bank will start rendering the suspended services and sending the notice to the Customer after the Customer provides the Bank with the updated contact information.

1.20 Termination

1.20.1 Except otherwise prohibited by laws or regulations, the Bank or the Customer may, in whole or in part, terminate any account relationship, activities, transactions or services under the Master Agreement at any time, including but not limited to the following events:

- (i) the Customer's monthly end account balance is zero for 6 consecutive months and/or the Customer conducts no transaction for 12 consecutive months;**
- (ii) all primary directors (here means (1) stock holding over than 20% or (2) the director is the person, spouse, lineal relatives or sibling of the largest shareholder / beneficial owner) of the account are NOT qualified Premier customer and/ or the aggregated balance of all Premier accounts and the OBU account is less than TWD30 million (or equivalent) for 3 consecutive months;**
- (iii) the Customer has violated any of the clauses stipulated in the Master Agreement or other contractual agreements with the Bank;**
- (iv) the Customer fails to promptly provide the Customer's or a Connected Person's information reasonably requested by the Bank (including requests for the purpose of Financial Crime risk management and/or Compliance Obligation stated below), or the Customer refuses or withdraws any consent(s) authorising the Bank to collect, process, transfer or disclose the Undersigned Customer's information for the purpose of Financial Crime risk management and/or Compliance Obligation;**
- (v) the Bank has suspicion that the Customer and/or the Customer's transactions poses Financial Crime or an associated risk, to the bank, by its judgment, or the Bank determines it is necessary to terminate its services in order to detect, investigate or prevent financial crime activities (hereinafter referred to as Financial Crime Risk Management Activity);**
- (vi) other conditions deem necessary by the Bank (including but not limited to the Customer declaring bankruptcy).**

- 1.20.2 The Bank shall return any balance in such accounts to the Customer, provided that the Bank may first set off and apply any such balance against the liabilities owed by the Customer to the Bank. After the return, all the liabilities of the Bank shall be discharged and released. With respect of any termination of deposit accounts, the Customer may not make any claims or assert any rights against the Bank (including but not limited to any claims due to the termination of the account).

- 1.20.3 When the Bank terminates the account relationship, the Customer agrees that the place of performance for the account balance return is the Customer's most updated address of the contact information retained by the Bank or the location of respective branches of the Bank. The Customer agrees that in case the Bank receives no instruction from the Customer for balance return after the Bank issues a notification letter for two or more times and the Bank's attempt to contact the Customer based on the Customer's most updated contract information retained in the Bank, the account balance to be returned has been duly tendered and the Bank's liability for any delay or default is waived. Where the account balance is in foreign currency no more than the amount equivalent NTD 100,000, the Customer authorizes that the Bank may convert such account balance into equivalent amount in USD at the board rate (offer rate) of such foreign currency for balance return.
- 1.21 Governing Language: The Master Agreement is made in both Chinese and English. In case of any discrepancy between the Chinese and English versions, the Chinese version shall prevail.
- 1.22 Governing Law and Jurisdiction: This Master Agreement and all the matters related thereto shall be governed by the laws of R.O.C. or the general banking practices and customs in R.O.C.. In the event that any provision herein is deemed to be invalid, the Customer agrees that the remaining terms and conditions in the Master Agreement shall remain in full force and effect. Any dispute arising out of or in connection with the Master Agreement shall be submitted to the jurisdiction of the place where the branch administering the Customer's accounts is located or the Taipei District Court in the first instance. However, the application of Article 47 of the Consumer Protection Law or the small-claim proceedings as referred to in Article 436-9 of the Code of Civil Procedure shall not be exempted thereby.

1.23 Assignment, Priority of Application, Rights and Remedies, Waiver, and Severability

- 1.23.1 Unless otherwise agreed by the Bank in writing, the Customer may not assign, in whole or in part, this Master Agreement or any right or obligation arising hereunder.
- 1.23.2 For the services and products specified in this Master Agreement, the terms and conditions of this Master Agreement shall supersede those of any other contracts, arrangements, agreements, master agreements, or transaction documents previously entered between the Customer and the Bank.
- 1.23.3 The rights and remedies in this Master Agreement are cumulative and not exclusive of any rights or remedies provided by law. No failure to exercise or delay in exercising the same shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof.
- 1.23.4 In the event that any party fails, or delays, to exercise a right in this Master Agreement, that party may still exercise that right later. Any waiver or any right shall be in writing and limited to the specific circumstances.
- 1.23.5 Each provision of this Master Agreement is severable and if any provision is or becomes illegal, invalid or unenforceable in any jurisdiction, that provision is severed only in that particular jurisdiction. All other provisions shall continue to have effect.

1.24 Dispute Handling Channel and Other Disclosure of Matters

Regarding the financial products or services provided by the Bank, please refer to HSBC website for the handling channel and process of customer dispute and complaint on the financial products or services provided by the Bank, regular or irregular reports in accordance with laws and regulations and other disclosure of information.

1.25 Relationship Terms of Business

1.25.1 Definitions

- (1) "Authorities" includes any judicial, administrative, public or regulatory body, any government, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, or any of their agents, with jurisdiction over any part of the HSBC Group.
- (2) "Compliance Obligations" means obligations of the HSBC Group to comply with: (a) Laws, or international guidance and internal policies or procedures, (b) any demand and/or requests from Authorities or reporting, regulatory trade reporting, disclosure or other obligations under Laws, and (c) Laws requiring HSBC to verify the identity of our Customers.
- (3) "Connected Person" means a person or entity whose information (including Personal Data or Tax Information) you provide, or which is provided on your behalf, to any member of the HSBC Group in connection with the provision of the Services. Connected Person may include, but is not limited to, any guarantor, a director or officer of a company, partners or members of a partnership, any "substantial owner" "controlling person" or beneficial owner, trustee, settler or protector of a trust, account holder of a designated account, payee of a designated payment, representative, your agent or nominee, or your principal where you are acting on another's behalf, or any other persons or entities with whom you have a relationship that is relevant to your banking or other service relationship with the HSBC Group

- (4) "Controlling persons" means individuals who exercise control over an entity (for a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and any other individual who exercises ultimate effective control over the trust, and in the case of a legal entity other than a trust, such term means persons in equivalent or similar positions of control).
- (5) "Customer Information" means Personal Data, confidential information, and/or Tax Information of either the Customer or a Connected Person (including accompanying statements, waivers and consents).
- (6) "Financial Crime" means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or violations, or acts or attempts to circumvent or violate any Laws relating to these matters.
- (7) "HSBC Group" means HSBC Holdings plc, and/or any of, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually), and "member of the HSBC Group" has the same meaning.
- (8) "Laws" means any applicable local or foreign statute, law, regulation, ordinance, rule, judgment, decree, voluntary code, directive, sanctions regime, court order, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to HSBC or a member of the HSBC Group.
- (9) "Loss" means any claim, charge, cost (including, but not limited to, any legal or other professional cost), damages, debt, expense, tax, liability, obligation, allegation, suit, action, demand, cause of action, proceeding or judgment, however calculated or caused, and whether direct or indirect, consequential, punitive or incidental.
- (10) "Personal Data" means any information relating to an individual (and corporate entities, in those countries where data privacy law applies to corporates), from which the individual can be identified, including, without limitation, sensitive personal data, name(s), residential address(es), contact information, age, date of birth, place of birth, nationality, citizenship, personal and marital status.
- (11) "Services" includes, without limitation, (a) the opening, maintaining and closing of your bank accounts, (b) providing you with credit facilities and other banking products and services (including, for example, securities dealing, investment advisory, broker, agency, custodian, clearing or technology procuring services), processing applications, ancillary credit assessment and product eligibility assessment, and (c) the maintenance of HSBC's overall relationship with you, including promoting financial services or related products to you, market research, insurance, audit and administrative purposes.
- (12) "Substantial owners" means any individuals entitled to more than 10% of the profits of or with an interest of more than 10% in an entity either directly or indirectly.
- (13) "Tax Authorities" means domestic or foreign tax, revenue, fiscal or monetary authorities.
- (14) "Tax Certification Forms" means any forms or other documentation as may be issued or required by a Tax Authority or by HSBC from time to time to confirm your tax status or that of a Connected Person.
- (15) "Tax Information" means any documentation or information (and accompanying statements, waivers and consents) relating, directly or indirectly, to your tax status and the tax status of any owner, "controlling person" "substantial owner" or beneficial owner, that HSBC considers, acting reasonably, is needed to comply (or demonstrate compliance, or avoid non-compliance) with any HSBC Group member's obligations to any Tax Authority. "Tax Information" includes, but is not limited to, information about: tax residence and/or place of organisation (as applicable), tax domicile, tax identification number, Tax Certification Forms, certain Personal Data.

1.25.2 TERMS OF BUSINESS

- 1.25.2.1 These terms of business, together with any schedules, supplemental terms, and accompanying documents, as introduced, amended or supplemented from time to time (the "Terms") will govern your banking relationship with the Bank ("HSBC" or "we") and the Services you receive from HSBC, from time to time.
- 1.25.2.2 These Terms govern how HSBC will use your information and that of your Connected Persons. By using the Services, you agree, that HSBC and members of the HSBC Group shall use Customer Information in accordance with these Terms.
- 1.25.2.3 These Terms will (i) supplement any terms of business provided to you, and any product documentation in place between us, whether such terms of business and/or product documentation is entered into before, on or after the date of these Terms, and will (ii) be in addition to the terms and conditions in all other agreements, express or implied, and whether entered into before, on or after the date of these Terms, between us.
- 1.25.2.4 These Terms supersede all provisions previously in force between you and HSBC concerning the subject matter covered by these Terms, in particular to the extent of any conflict or inconsistency.

1.25.2.5 These Terms shall prevail in the event of any conflict or inconsistency between any of these Terms and those in any other service, product, business relationship, account or agreement between you and HSBC (the "Other Terms"), whether entered into before, on or after the date of these Terms, notwithstanding the existence of any contrary provisions in such Other Terms regarding conflict or inconsistency between such Other Terms and these Terms. Any consents, authorisations, HSBC requested waivers and permissions that you have already provided in relation to Customer Information shall continue to apply in full force and effect, to the extent permissible by applicable local law.

1.25.2.6 Interpretation

- (1) References to "the Customer" or "you" shall mean the Undersigned of the Master Agreement.
- (2) The definitions set out in Clause 1.24.1 will apply except where the context requires otherwise.
- (3) Clause headings are included for convenience and do not affect interpretation.
- (4) A reference to these Terms includes any variation, supplement, novation or replacement of any of them.
- (5) References to a person includes a sole proprietorship partnership, body corporate, an unincorporated association or an authority and include that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns.
- (6) References to the singular includes the plural and vice versa.

1.25.3 COLLECTION, PROCESSING AND SHARING OF CUSTOMER INFORMATION

1.25.3.1 COLLECTION

HSBC and other members of the HSBC Group may collect, use and share Customer Information. Customer Information may be requested from you (or a person acting on your behalf), or may also be collected by or on behalf of HSBC, or members of the HSBC Group, from other sources (including from publically available information), generated or combined with other information available to HSBC or any member of the HSBC Group.

1.25.3.2 PROCESSING

HSBC and/or members of the HSBC Group will process, transfer and disclose Customer Information in connection with the following Purposes: (a) for the provision of Services and to approve, manage, administer or effect any transactions that you request or authorise, (b) meeting Compliance Obligations, (c) conducting Financial Crime Risk Management Activity, (d) collecting any amounts due from you, (e) conducting credit checks and obtaining or providing credit references, (f) enforcing or defending our rights, or those of a member of the HSBC Group, (g) for our internal operational requirements or those of the HSBC Group (including credit and risk management, system or product development and planning, insurance, audit and administrative purposes), and (h) maintaining HSBC's overall relationship with you (including marketing or promoting financial services or related products to you and market research) (the "Purposes").

1.25.3.3 SHARING

By using the Services, you agree that HSBC may (as necessary and appropriate for the Purposes) transfer and disclose any Customer Information, including to the following recipients (who may also process, transfer and disclose such Customer Information for the Purposes):

- (1) any member of the HSBC Group;
- (2) any sub-contractors, agents, service providers, or associates of the HSBC Group (including their employees, directors and officers);
- (3) any Authorities;
- (4) anyone acting on your behalf, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks (eg: for CHAPS, BACS, SWIFT), clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which you have an interest in securities (where such securities are held by HSBC for you);
- (5) any party acquiring an interest in or assuming risk in or in connection with the Services;
- (6) other financial institutions, credit reference agencies or credit bureaus, for obtaining or providing credit references;
- (7) any third party fund manager providing you with asset management services;
- (8) any introducing broker to whom HSBC provides introductions or referrals; and
- (9) in connection with any HSBC business transfer, disposal, merger or acquisition.

wherever located, including in jurisdictions which do not have data protection laws that provide the same level of protection as the jurisdiction in which the Services are supplied.

1.25.4 CUSTOMER OBLIGATION

1.25.4.1 You agree to supply Customer Information, and to inform HSBC promptly, and in any event, within 30 days in writing if there are any changes to Customer Information supplied to HSBC or a member of the HSBC Group from time to time, and to respond to any request from, HSBC, or a member of the HSBC Group.

1.25.4.2 You confirm that every Connected Person whose information (including Personal Data or Tax Information) you (or anyone on your behalf) have provided, or will from time to time provide to HSBC or a member of the HSBC Group has been notified of and agreed to the processing, disclosure and transfer of their information as set out in these Terms. You shall, at the same time, advise Connected Persons that they may have rights of access to, and correction of, their Personal Data.

1.25.4.3 You acknowledge that where:

(1) you fail to provide Customer Information that HSBC reasonably requests, or
(2) you withhold or withdraw any consents which HSBC may need to process, transfer or disclose Customer Information for the Purposes, or

(3) HSBC, or a member of the HSBC Group, has suspicions regarding the possible commission of Financial Crime or a Customer presents a potential Financial Crime risk to a member of the HSBC Group, HSBC may:

(1) be unable to provide new, or continue to provide all or part of the, Services to you and reserves the right to terminate its business relationship with you;

(2) take actions necessary for HSBC or a member of the HSBC Group to meet the Compliance Obligations; and/or

(3) block, transfer or close your account(s).

In addition, your failure to supply your, or your Connected Person's, Tax Information and accompanying statements, waivers and consents, or other relevant circumstances relating to you or your Connected Persons, may result in HSBC making its own decision with respect to your status, or that of your Connected Persons, including whether to report you to a Tax Authority, and may require HSBC or other persons to withhold amounts as may be legally required by any Tax Authority and paying such amounts to any Tax Authority or to take any of the other measures set out in (1) through (3) above.

1.25.5 DATA PROTECTION

1.25.5.1 Whether it is processed in a home jurisdiction or overseas, in accordance with applicable data protection legislation, Customer Information will be protected by a strict code of secrecy and security which all members of the HSBC Group, their staff and third parties are subject to.

1.25.5.2 Under relevant data protection legislation, an individual has the right to request copies of certain categories of Personal Data which may be held and to request that any errors in such data are corrected.

1.25.6 FINANCIAL CRIME RISK MANAGEMENT ACTIVITY

1.25.6.1 HSBC, and members of the HSBC Group, are required, and may take any action they consider appropriate in their sole and absolute discretion, to meet Compliance Obligations in connection with the detection, investigation and prevention of Financial Crime ("Financial Crime Risk Management Activity").

Such action may include, but is not limited to: (a) screening, intercepting and investigating any instruction, communication, drawdown request, application for Services, or any payment sent to or by you, or on your behalf, (b) investigating the source of or intended recipient of funds, (c) combining Customer Information with other related information in the possession of the HSBC Group, and/or (d) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming a Customer's identity and status.

1.25.6.2 Exceptionally, our Financial Crime Risk Management Activity may lead to us delaying, blocking or refusing the making or clearing of any payment, the processing of your instructions or application for Services or the provision of all or part of the Services. To the extent permissible by law, neither HSBC nor any other member of HSBC Group shall be liable to you or any third party in respect of any Loss whether incurred by you or a third party caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.

1.25.7 TAX COMPLIANCE

You, and each Connected Person acting in their capacity as a Connected Person (and not in their personal capacity), acknowledge that you are solely responsible for understanding and complying with your tax obligations (including but not limited to, tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of account(s) and/or Services provided by HSBC and/or members of the HSBC Group. Certain countries may have tax legislation with extra-territorial effect regardless of your or your Connected Person's place of domicile, residence, citizenship or incorporation. HSBC and/or any member of the HSBC Group does not provide tax advice. You are advised to seek independent legal and/or tax advice. HSBC and/or any member of the HSBC Group has no responsibility in respect of your tax obligations in any jurisdiction which they may arise including, without limitation, any that may relate specifically to the opening and use of account(s) and/or Services provided by HSBC and/or members of the HSBC Group.

1.25.8 SURVIVAL UPON TERMINATION

Clauses 1.25.2 to 1.25.7 of these Terms shall survive the termination of these Terms, any termination by HSBC or a member of the HSBC Group of the provision of any Services to you or the closure of your accounts.

II Deposit Agreement

2.1 Priority of Application: Transactions of the Customer's deposit accounts with the Bank shall be first governed by the terms and conditions herein below. Matters not provided herein below shall be subject to other provisions in the Master Agreement.

2.2 Deposits

2.2.1 The interest or withdrawal of the deposit will be accrued or made only after the fund has been credited. In the event that the Bank is unable to immediately check the cash deposited by the Customer, such deposit shall not be credited until the Bank completes the check. The Bank shall have absolute discretion in determining whether to accept the negotiable instruments to be deposited. Until the fund of such instruments is collected and credited by the Bank, neither interest nor withdrawal of the fund will be accrued or made. **Given that negotiable instruments drawn on other banks are accepted for collection only, the Bank shall not be responsible for any dishonor resulted from any causes in connection with the collection not attributable to the Bank.**

2.2.2 The bills deposited into the Bank's BCDM after banking hours or on a non-banking business day of the Bank will not be credited to the Customer's account until next banking business day.

2.2.3 The deposits for foreign currency deposit accounts may be made in cash, negotiable instruments acceptable to the Bank in foreign currency or any other payment method agreed by the Bank. **The Customer shall pay a transaction fee prescribed by the Bank.**

2.3 Withdrawals:

2.3.1 Unless the ATM facilities of the Bank are used by the Customer or otherwise is agreed upon by the Bank and the Customer, no payment in respect of withdrawal slips will be made until such checks and/or withdrawal slips have been affixed with Designated Specimen in records retained by the Bank and verified by the Bank. In the event of any forgery or alteration of the signature or chop on such withdrawal slip, the Bank shall not be liable for any losses resulting therefrom if it has exercised the care of a good administrator in verifying such chop or signature.

2.3.2 The withdrawals of the foreign currency deposit accounts may be made in foreign currency cash, negotiable instruments denominated in foreign currency for a specific amount permitted by the Bank or any other method agreed by the Bank. The Customer shall pay a transaction fee prescribed by the Bank.

2.4 Currency Type and Conversion for Foreign Currency Deposit Accounts:

The transactions in the foreign currency deposit accounts may be made in U.S. Dollar and any other currencies agreed by the Bank. The Customer may select one or more currencies, and may make conversions at any time to the extent permitted by laws and regulations. Should it be necessary for the Customer to convert one foreign currency into another foreign currency to execute a transaction in a foreign currency deposit account, the Bank's then current exchange rate for such conversion on the transaction date shall apply. All risks with respect to currency fluctuations, foreign exchange restriction and losses in connection with deposits and transactions in foreign currency deposit accounts shall be borne by the Customer.

2.5 Interest Calculation and Payment

2.5.1 For interest of foreign currency deposit account, days of accruing interest and method of interest calculation for different currencies shall be calculated in accordance with international practices and customs. The interest shall be paid by the following methods:

(1) Demand Deposits: Interest of a demand deposit account shall be accrued at the Bank's board interest rates applicable to the relevant currencies on a daily simple and floating basis. The interest will be paid on June 21st and December 21st of each year (or the preceding banking day if such days are holidays) and accrued to the principal on the following banking day.

(2) Time Deposit: Interest of a time deposit shall be calculated based on the currency type and term of the deposit at the Bank's board interest rates applicable at the time of the deposit or at an interest rate negotiated agreed upon by the Customer and the Bank Customer.

2.6 Lost, Destroyed or Stolen Instruments: In the event of lost, destroyed and stolen checks (including issued checks and blank checks) and Certificates of Time Deposits ("CDs"), the Customer shall complete the necessary reporting procedures to stop payment in accordance with the Bank's related regulations and prescriptions. In case the Designated Specimen is lost, destroyed or stolen, the Customer shall also complete the necessary reporting procedures with the Bank. **If the Customer fails to immediately complete such procedures in accordance with relevant rules and regulations, the Customer shall be liable for any loss incurred as a result.**

2.7 Special Terms and Conditions for Time Deposits

2.7.1 Unless a CD is otherwise requested in the application by the Customer, the Bank will not additionally issue a CD. Computerized notification in connection with time deposit does not require a signature by an authorized signer of the Bank. When making early termination, withdrawal or other related procedure in connection with time deposits, the Customer shall complete the designated application form or notify the Bank in writing. If the Customer holds a CD, such CD will be required for all related procedures.

2.7.2 Early Termination of Time Deposits:

In the event of any early termination of a time deposit, the Bank shall process the matter in accordance with relevant regulations and the Bank's rules. For foreign currency time deposits, the interest shall be calculated at a rate equal to 80% of the Bank's board interest rate as originally agreed on the commencement date. No interest shall be accrued if the actual deposit period is less than a month.

2.7.3 Time Deposits after Maturity:

1.If the Customer fails to make instructions in respect of the principal and interest of the time deposit on or before the maturity, the Bank shall process the matter in accordance with relevant regulations and the Bank's rules.

2.A foreign currency time deposit shall be automatically terminated upon maturity. The deposit and the interest accrued thereon will automatically be credited to the demand deposit in the foreign currency deposit account in the same currency, and the interest shall be calculated based on the Bank's then interest rate and method for demand deposit in the same currency.

2.7.4 With respect to the early termination, withdrawal after maturity or renewal for a different term of a time deposit account, the interest calculation and payment methods are subject to applicable laws and regulations unless otherwise stipulated in the Master Agreement.

2.8 Discharge or compensation of Liabilities

The customer shall comply with all applicable laws and regulations in force from time to time in relation to all accounts, activities or transactions contemplated by the terms and conditions of the Master Agreement. The customer shall indemnify the Bank from and against all liabilities, losses, costs, expenses and charges (whether on account of taxes, duties, imposts or otherwise) which the Bank may incur as a result of:

- (a) maintaining the accounts for the customer;
- (b) providing services to or transacting with the customer; and/or
- (c) a breach of any terms and conditions of the Master Agreement or any applicable laws and regulations by the customer.

客戶聲明及承諾 Declaration and Undertaking

一、就總約定書之簽署及各約定事項之指定，本公司茲聲明業已踐履所有內部所需程序，並取得所有必要之授權。

With respect of the execution of the Master Agreement and designation of the required items, the Undersigned hereby declares that all the required internal processes have been conducted and all the necessary authorization has been obtained.

二、本公司已閱畢總約定書之所有條款，並同意受總約定書之拘束。

The Undersigned has reviewed the terms and conditions of the Master Agreement and Agrees to be bound by the terms and conditions of the Master Agreement.

三、本公司各帳戶之約定印鑑樣式如本公司書面通知所載。

The Designated Specimen for the related accounts are provided by separate written notice issued by the Undersigned:

立約人確認已受 貴行告知「蒐集、處理及利用個人資料告知書」之內容，茲此同意 貴行得依前述告知內容蒐集、處理及利用立約人之資料，並向 貴行聲明及擔保，立約人已向提供個人資料之本人(包括但不限於董事、監察人、主要股東、實益擁有人、授權簽署人及業務聯絡人)告知前述告知內容並取得其同意，使 貴行得依個人資料保護法及相關法規之規定蒐集、處理、利用其個人資料。

The Undersigned confirms that the Undersigned has been advised by the Bank of the "Letter of Advise on Collecting, Processing, and Using Personal Data" and agrees the Bank to collect, process and use the Undersigned's data, and the Undersigned represents and warrants to the Bank that the Undersigned has duly advised and obtained the consent of individuals providing personal data (including but not limited to its directors, supervisors, principal shareholders, beneficial owners, authorized signatories and contact persons) for the Bank to collect, process and use their personal data in accordance with Personal Data Protection Act and relevant regulations.

本公司茲確認已收執與本總約定書契約條款內容一致之合約乙份無誤。

且本公司未做任何條約內容之增刪

且本公司有以下條約內容之增刪：

The Undersigned hereby declares that the Undersigned has received a contract that contains the same terms and conditions as set forth in this Master Agreement.

and; the Undersigned did not change any items specified in this Master Agreement

and; the Undersigned has made revisions to the following items of this Master Agreement :

To:HSBC Bank (Taiwan) Limited 滙豐(台灣)商業銀行股份有限公司

Branch 分行

Date 日期	day / month / year

BUSINESS CUSTOMER ACCOUNT OPENING FORM - 商業客戶開戶書

Limited Company by shares 股份有限公司
 Limited Company 有限公司
 Others (please specify): 其他(請說明)

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Note: 1. Please complete in Block Letters and tick where applicable.

注意 請在適當處加 號並用正楷填寫。

2. *Please delete whichever is not appropriate.

*請刪去不適用者。

For Bank Use Only 銀行專用

Customer Number	Bank Authorised Signature and Stamp
International Customer Number	
Account Number	

I. Business Customer Information 商業客戶資料

* Registered Number/Identity Document Type and Number *登記號碼/身份證文件類別及號碼	Nature of Business/Industry 商業/工業性質	Country of Incorporation/Registration 註冊/登記國家
Correspondence Name and Address 通訊名稱及地址 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
Person to Contact 聯絡人: Telephone Number 電話號碼: Fax Number 傳真電話: Email 電子信箱: Unless otherwise specified, correspondence will be sent to you by mail. 除特別說明者外, 所有通訊均以郵寄方式送交貴公司		
Registered Office Address 登記之辦公處所地址 Factory/Principal Office Address (complete only if different from Correspondence Address) 工廠/主要辦公處所地址 (如與通訊地址有別) Telephone Number 電話號碼:	Detail of Introducer 介紹人資料: Name 姓名: Account Number 帳號: Telephone Number 電話號碼: Address 地址: Signature 簽名:	
Please complete as appropriate 請填寫適用處		
1. Do you maintain or have you maintained any other account(s) with any member(s) of HSBC Group in the above name? If yes, please complete the following: 貴公司有否以本身名義於滙豐集團成員開立其他帳戶? 如有, 請填下列資料: Bank Branch 銀行/分行 Account Number 帳號		
2. Details of Present Bankers Bank Branch 銀行/分行 Account Number 帳號		
3. Do you use a company or corporate credit card issued by any member of HSBC Group? 貴公司有否使用由滙豐集團成員發出之信用卡?		
4. Are you a Subsidiary / Associate of another organization? <input type="checkbox"/> No 貴公司是否為另一家機構之子公司/關聯公司? <input type="checkbox"/> 否		
<input type="checkbox"/> Subsidiary of (i.e. owned more than 50%) 右列之子公司(即擁有超過50%)		Customer Number 客戶編號
<input type="checkbox"/> Associate of (i.e. owned more than 20% up to 50%) 右列之關聯公司(即擁有超過20%-50%)		Customer Number 客戶編號

II. Account Opening (To be completed only if opening a Business Account) 帳戶開戶(只限開立公司帳戶)

Please open a Business Account in our name as detailed blow: 請貴行根據本公司提供之明細資料, 以本公司之名義開立一公司帳戶:

Type of Account Required 所需之帳戶類別 <input type="checkbox"/> Statement Savings Account (SSV) 對帳單存款帳戶		<input type="checkbox"/> Others (please specify): 其他(請說明)
Currency of Account <input type="checkbox"/> USD 美元 <input type="checkbox"/> EUO 歐元		<input type="checkbox"/> Others (please specify): 其他(請說明)
Type of Statement Required 所需之對帳單類別 Language 語言: <input type="checkbox"/> English 英文 <input type="checkbox"/> Chinses 中文		
Statement frequency: 對帳單日期		
Number of copies: 數目		

III. Director(S) Informations 公司董事之資料

1.	Full name 姓名	Name in Chinese 中文姓名 : _____ Name in English (Same as Passport) 英文姓名 (與護照同) : _____		
	Identification Document Type 身份證明文件	<input type="checkbox"/> Identity Card 國民身分證 <input type="checkbox"/> Passport 護照 <input type="checkbox"/> Other 其他 _____	Identification Document Number 身份證明文件號碼	
	Complete the confirming documents of proof enclosed (for individuals only) 填寫所附證明文件資料 (限個人)	<input type="checkbox"/> Former Name in Chinese 更名前中文姓名 : _____ Former Name in English (Same a passport) 更名前英文姓名(與護照同) : _____ *Please provide the proof 請附證明文件		
		<input type="checkbox"/> Alias (Also known as) 別名 : _____ *Alias is not a nickname, please provide the proof. (e.g. Passport) 別名並非綽號，請附證明文件(例如：護照)		
		※Nationality 國籍 :		
		Permanent Address 永久地址 :		
		Residential Address (if different from Permanent Address and provide the proof)居住地址(與永久地址不同者，請附證明文件) : <input type="checkbox"/> 同永久地址 <input type="checkbox"/> 另列於右		
	Mailing Address (if different from Permanent Address / Residential Address and provide the proof)通訊地址(與永久/居住地址不同者，請附證明文件) : <input type="checkbox"/> 同永久地址 <input type="checkbox"/> 同居住地址 <input type="checkbox"/> 另列於右			
2.	Full name 姓名	Name in Chinese 中文姓名 : _____ Name in English (Same as Passport) 英文姓名 (與護照同) : _____		
	Identification Document Type 身份證明文件	<input type="checkbox"/> Identity Card 國民身分證 <input type="checkbox"/> Passport 護照 <input type="checkbox"/> Other 其他 _____	Identification Document Number 身份證明文件號碼	
	Complete the confirming documents of proof enclosed (for individuals only) 填寫所附證明文件資料 (限個人)	<input type="checkbox"/> Former Name in Chinese 更名前中文姓名 : _____ Former Name in English (Same a passport) 更名前英文姓名(與護照同) : _____ *Please provide the proof 請附證明文件		
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		※Nationality 國籍 :		
		Permanent Address 永久地址 :		
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	Mailing Address (if different from Permanent Address / Residential Address and provide the proof)通訊地址(與永久/居住地址不同者，請附證明文件) : <input type="checkbox"/> 同永久地址 <input type="checkbox"/> 同居住地址 <input type="checkbox"/> 另列於右			
3.	Full name 姓名	Name in Chinese 中文姓名 : _____ Name in English (Same as Passport) 英文姓名 (與護照同) : _____		
	Identification Document Type 身份證明文件	<input type="checkbox"/> Identity Card 國民身分證 <input type="checkbox"/> Passport 護照 <input type="checkbox"/> Other 其他 _____	Identification Document Number 身份證明文件號碼	
	Complete the confirming documents of proof enclosed (for individuals only) 填寫所附證明文件資料 (限個人)	<input type="checkbox"/> Former Name in Chinese 更名前中文姓名 : _____ Former Name in English (Same a passport) 更名前英文姓名(與護照同) : _____ *Please provide the proof 請附證明文件		
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		※Nationality 國籍 :		
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	Mailing Address (if different from Permanent Address / Residential Address and provide the proof)通訊地址(與永久/居住地址不同者，請附證明文件) : <input type="checkbox"/> 同永久地址 <input type="checkbox"/> 同居住地址 <input type="checkbox"/> 另列於右			
4.	Full name 姓名	Name in Chinese 中文姓名 : _____ Name in English (Same as Passport) 英文姓名 (與護照同) : _____		
	Identification Document Type 身份證明文件	<input type="checkbox"/> Identity Card 國民身分證 <input type="checkbox"/> Passport 護照 <input type="checkbox"/> Other 其他 _____	Identification Document Number 身份證明文件號碼	
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	Mailing Address (if different from Permanent Address / Residential Address and provide the proof)通訊地址(與永久/居住地址不同者，請附證明文件) : <input type="checkbox"/> 同永久地址 <input type="checkbox"/> 同居住地址 <input type="checkbox"/> 另列於右			

IV. Shareholders / Beneficial Owners Information 公司股東/實益擁有人之資料

1.	Note 注意事項	* All individuals, either directly or indirectly through their beneficial ownership of an underlying corporate shareholder, should be regarded as Shareholders / Beneficial Owners of the company * 任何個人不論直接或間接透過持有公司股權，即應被認為是公司股東/實益擁有人。		
	Full name 姓名	Name in Chinese 中文姓名： Name in English (Same as Passport) 英文姓名 (與護照同)：		
	Identification Document Type 身份證明文件	<input type="checkbox"/> Identity Card 國民身分證	<input type="checkbox"/> Passport 護照	<input type="checkbox"/> Other 其他
	Please tick the type you belong to 請勾選台端屬性	<input type="checkbox"/> Shareholder 股東	<input type="checkbox"/> Beneficial Owner 實益擁有人	Ownership(%) 持股比例
	Complete the confirming documents of proof enclosed 填寫所附證明文件資料 (個人/法人) Individuals/Corporation	<input type="checkbox"/> Former Name in Chinese 更名前中文姓名： Former Name in English (Same a passport) 更名前英文姓名(與護照同)： *Please provide the proof 請附證明文件		
		<input type="checkbox"/> Alias (Also known as) 別名： *Alias is not a nickname, please provide the proof. (e.g. Passport) 別名並非綽號，請附證明文件(例如：護照)		
		※Nationality 國籍：		
		Permanent Address 永久地址：		
		Residential Address (if different from Permanent Address and provide the proof)居住地址(與永久地址不同者，請附證明文件)： <input type="checkbox"/> 同永久地址 <input type="checkbox"/> 另列於右		
		Mailing Address (if different from Permanent Address / Residential Address and provide the proof)通訊地址(與永久/居住地址不同者，請附證明文件)： <input type="checkbox"/> 同永久地址 <input type="checkbox"/> 同居住地址 <input type="checkbox"/> 另列於右		
2.	Note 注意事項	* All individuals, either directly or indirectly through their beneficial ownership of an underlying corporate shareholder, should be regarded as Shareholders / Beneficial Owners of the company * 任何個人不論直接或間接透過持有公司股權，即應被認為是公司股東/實益擁有人。		
	Full name 姓名	Name in Chinese 中文姓名： Name in English (Same as Passport) 英文姓名 (與護照同)：		
	Identification Document Type 身份證明文件	<input type="checkbox"/> Identity Card 國民身分證	<input type="checkbox"/> Passport 護照	<input type="checkbox"/> Other 其他
	Please tick the type you belong to 請勾選台端屬性	<input type="checkbox"/> Shareholder 股東	<input type="checkbox"/> Beneficial Owner 實益擁有人	Ownership(%) 持股比例
	Complete the confirming documents of proof enclosed 填寫所附證明文件資料 (個人/法人) Individuals/Corporation	<input type="checkbox"/> Former Name in Chinese 更名前中文姓名： Former Name in English (Same a passport) 更名前英文姓名(與護照同)： *Please provide the proof 請附證明文件		
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		Mailing Address (if different from Permanent Address / Residential Address and provide the proof)通訊地址(與永久/居住地址不同者，請附證明文件)： <input type="checkbox"/> 同永久地址 <input type="checkbox"/> 同居住地址 <input type="checkbox"/> 另列於右		
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	Full name 姓名	Name in Chinese 中文姓名： Name in English (Same as Passport) 英文姓名 (與護照同)：		
	Identification Document Type 身份證明文件	<input type="checkbox"/> Identity Card 國民身分證	<input type="checkbox"/> Passport 護照	<input type="checkbox"/> Other 其他
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		※Nationality 國籍：		
		Permanent Address 永久地址：		
		Residential Address (if different from Permanent Address and provide the proof)居住地址(與永久地址不同者，請附證明文件)： <input type="checkbox"/> 同永久地址 <input type="checkbox"/> 另列於右		
		Mailing Address (if different from Permanent Address / Residential Address and provide the proof)通訊地址(與永久/居住地址不同者，請附證明文件)： <input type="checkbox"/> 同永久地址 <input type="checkbox"/> 同居住地址 <input type="checkbox"/> 另列於右		

此 致

滙豐(台灣)商業銀行股份有限公司

申請人簽署 (The Applicant) :

公司 Signing Bar 與 Director 親簽 (OBU)

日期：西元 年 月 日

