



**The Notification for the Amendments of HSBC Corporate Account Terms and Conditions (for Commercial Banking Customers)**

Date: 31 Dec, 2020

HSBC Bank (Taiwan) Limited (“the Bank” or “HSBC”) will revise certain parts of HSBC Corporate Account Terms and Condition in accordance with the amendment clauses therein. These changes will be effective from 1 FEB, 2021. The original clauses are still applicable before the effective date of the amendments. If the Undersigned disagrees with such amendments, the Undersigned may notify the Bank in written form within the 30-day notification period to terminate the agreement and must be cooperative with the Bank to complete the account closure. Should you have any query, please do not hesitate to contact your relationship manger.

Below please find the comparison tables for your awareness.

**HSBC Corporate Account Terms and Conditions**

	<b>Original</b>	<b>Amendment to Chinese Version</b>
1.3	<p><b>Subsequent Opening of Accounts and New Services</b> The Undersigned understands 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 Undersigned, the new accounts and services will be activated in the method agreed by the Bank and subject to applicable terms and conditions herein. The Undersigned 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.</p>	<p><b>Subsequent Opening of Accounts and New Services</b> The Undersigned understands 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 Undersigned, the new accounts and services will be activated in the method agreed by the Bank and subject to applicable terms and conditions herein. The Undersigned 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. <u>The Bank reserves the final call to provide the service, products or entering into transaction, and it is the Bank's sole discretion to provide or continue to provide specific service, product or entering into transactions.</u></p>
1.4	<p><b>Fees and Charges</b> Unless otherwise agreed by both parties, the Bank is entitled to charge the Undersigned an account management fee of TWD 1,000 or equivalent foreign currency on a monthly basis.</p>	<p><b>Fees and Charges</b> <u>1.4.1</u> Unless otherwise agreed by both parties, <u>the Undersigned shall pay applicable fees according to the Bank's tariff as in effect from time to time set out in Clause 1.5.1 and</u> the Bank is entitled to charge the Undersigned an account management fee of TWD 1,000 or equivalent foreign currency on a monthly basis. <u>1.4.2</u> <u>In response to market changes and operating costs, the Bank reserves the rights to adjust the account maintenance fees. When the Bank establishes or amends the relevant amounts and/or terms and conditions relating to account maintenance fees, the Bank shall post the relevant amendments at the visible area of the Bank's branches or on the Bank's Internet main page, or notify the Undersigned via account statements</u></p>
1.5.2	<p>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 Undersigned, even if such litigation, arbitration or negotiation has been conducted in the name of the Bank. The Undersigned further authorizes the Bank to debit the Undersigned's accounts for repayment of such expenses.</p>	<p>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 Undersigned, even if such litigation, arbitration, <u>ombudsman</u> or negotiation has been conducted in the name of the Bank. The Undersigned further authorizes the Bank to debit the Undersigned's accounts for repayment of such expenses.</p>
1.7	<p>The Undersigned shall be responsible for taxes and expenses on various revenues of the Undersigned accrued from the activities and transactions with the Bank and the related filing according to the laws and regulations of the Republic of China.</p>	<p>The Undersigned shall be responsible for taxes and expenses on various revenues of the Undersigned accrued from the activities and transactions with the Bank and the related filing according to the laws and regulations of the Republic of China <u>or any jurisdictions.</u></p>
1.24.2	<p>1.24.2.1 These terms of business, together with any schedules, supplemental</p>	<p>1.24.2.1 These terms of business, together with any schedules, supplemental</p>

	<p>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.</p>	<p>terms, <del>and</del> accompanying documents, as introduced, amended or supplemented from time to time <u>and the "Notice on Collecting, Processing and Using Personal Data" (the "PDPA Notice")</u> (<u>collectively</u>, the "Terms") will govern your banking relationship with the Bank ("HSBC" or "we") and the Services you receive from HSBC, from time to time.</p>
1.24.3	<p><b>1.24.3.2 PROCESSING</b>  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").</p>	<p><b>1.24.3.2 PROCESSING</b>  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), <del>and</del> (h) maintaining HSBC's overall relationship with you (including marketing or promoting financial services or related products to you and market research) <u>, and (i) other specific purposes listed in Annex 2 of the PDPA Notice.</u> (the "Purposes")</p>
	<p><b>1.24.3.3 SHARING</b>  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;</p>	<p><b>1.24.3.3 SHARING</b>  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;</p>

	<p>(6) other financial institutions, credit reference agencies or credit bureaus, for obtaining or providing credit references;</p> <p>(7) any third party fund manager providing you with asset management services;</p> <p>(8) any introducing broker to whom HSBC provides introductions or referrals; and</p> <p>(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.</p>	<p>(6) other financial institutions, credit reference agencies or credit bureaus, for obtaining or providing credit references;</p> <p>(7) any third party fund manager providing you with asset management services;</p> <p>(8) any introducing broker to whom HSBC provides introductions or referrals; <del>and</del></p> <p>(9) in connection with any HSBC business transfer, disposal, merger or acquisition; <del>and</del> <u>(10) the recipients of use for the personal data listed in Annex2 of the PDPA Notice.</u></p> <p>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.</p>
1.24.4	<p>1.24.4.2 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.</p>	<p>1.24.4.2 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 <u>collecting, processing, using, cross-border transfer, transfer and disclosure and transfer</u> 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.</p>
1.24.8	<p><b>SURVIVAL UPON TERMINATION</b></p> <p>Clauses 1.24.2 to 1.24.7 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.</p>	<p><b>SURVIVAL UPON TERMINATION</b></p> <p>Clauses 1.24.2 to 1.24.7 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, <u>to the extent necessary to perform duties or to operate the business of HSBC or any other member of HSBC Group.</u></p>
8.4	<p><b>Collection, Use, Computer Processing and International Transmission of Personal Data</b></p> <p>8.4.1. The Cardholder agrees for the Cardholder's personal information and the transactional information with the Bank to be disclosed to the Members of HSBC Group, any financial institution which has any dealing or cooperation with the Bank, the Joint Credit Information Center and the National Credit Card Center of the R.O.C. in accordance with the rules or approvals of the governing authority due to the transaction amount payment activity, computer processing activity or other ancillary activity related to the Visa Chip Debit Card (such as recording, processing and output of information system, development, monitoring and maintenance of information system, marketing, cardholder information key-in, printing, sealing and posting of forms, keeping of information such as forms</p>	<p><b>Collection, Use, Computer Processing and International Transmission of Personal Data</b></p> <p><u>Refer to 1.8 The Use or Processing of the Undersigned's Information and Outsourcing Processing</u></p> <p><del>8.4.1. The Cardholder agrees for the Cardholder's personal information and the transactional information with the Bank to be disclosed to the Members of HSBC Group, any financial institution which has any dealing or cooperation with the Bank, the Joint Credit Information Center and the National Credit Card Center of the R.O.C. in accordance with the rules or approvals of the governing authority due to the transaction amount payment activity, computer processing activity or other ancillary activity related to the Visa Chip Debit Card (such as recording, processing and output of information system, development, monitoring and maintenance of</del></p>

	<p>and justifications, preparation and delivery of cards, requests for payment and legal proceedings), for operational management requirements (including but not limited to marketing, fiscal and consulting advising services, administrative research, statistics study and analysis, credit check and information management), or solicitation of sales of the Bank's products, or for collection and computer processing of related personal information for the purpose of recommending various activities of the bank which fit specific purposes to the Cardholder, or to be disclosed to appropriate mandated third parties or membership institutions of various credit card organizations for the purpose of collection, computer processing, international transmission and use.</p> <p>8.4.2. If the Cardholder agrees in writing or separate negotiates with the Bank for the Bank to provide the Cardholder's personal information for reasonable processing and use by the Members of HSBC Group or a third party under mandate by or cooperation with the Bank for the purpose of joint marketing, the Cardholder may notify the Bank by telephone at any time to terminate such use for the purpose of joint marketing under this clause.</p>	<p><del>information system, marketing, cardholder information key in, printing, sealing and posting of forms, keeping of information such as forms and justifications, preparation and delivery of cards, requests for payment and legal proceedings), for operational management requirements (including but not limited to marketing, fiscal and consulting advising services, administrative research, statistics study and analysis, credit check and information management), or solicitation of sales of the Bank's products, or for collection and computer processing of related personal information for the purpose of recommending various activities of the bank which fit specific purposes to the Cardholder, or to be disclosed to appropriate mandated third parties or membership institutions of various credit card organizations for the purpose of collection, computer processing, international transmission and use.</del></p> <p><del>8.4.2. If the Cardholder agrees in writing or separate negotiates with the Bank for the Bank to provide the Cardholder's personal information for reasonable processing and use by the Members of HSBC Group or a third party under mandate by or cooperation with the Bank for the purpose of joint marketing, the Cardholder may notify the Bank by telephone at any time to terminate such use for the purpose of joint marketing under this clause.</del></p>
8.21	<p><b>Delegation</b></p> <p>The Undersigned or the Cardholder agrees that the collection of transaction accounts, computer processing, or other business in relation to the Visa Debit Card Service (such as information recording, processing and output of information system, development of information system, monitoring and maintenance, marketing, the Undersigned or the Cardholder information input, printing, sealing and posting of forms, custody of forms and certificates, preparation and delivery of cards, demand for accounts and legal proceedings, etc. (including collection and computer processing of related personal information which fit the specific purpose)) may be outsourced to an appropriate third party or be handled in cooperation with the members of credit card organizations as</p>	<p><b>Delegation</b></p> <p><u>Refer to 1.8 The Use or Processing of the Undersigned's Information and Outsourcing Processing</u></p> <p><del>The Undersigned or the Cardholder agrees that the collection of transaction accounts, computer processing, or other business in relation to the Visa Debit Card Service (such as information recording, processing and output of information system, development of information system, monitoring and maintenance, marketing, the Undersigned or the Cardholder information input, printing, sealing and posting of forms, custody of forms and certificates, preparation and delivery of cards, demand for accounts and legal proceedings, etc. (including collection and computer processing of related personal information which fit the specific purpose))</del></p>

<p>required or approved by the competent authority, if necessary. The Undersigned or the Cardholder also agrees that the Bank may provide his/her personal information to the third party, provided that the third party shall engage in the computer processing of, and use, the personal information pursuant to laws and keep confidential such information. The Undersigned or the Cardholder agrees that the terms and conditions herein shall remain effective in the case of any change in the cooperative relationship between the Bank and a third party, or the Bank's <b>name or organization, and the Undersigned or the Cardholder is willing to comply with this Clause without signing any additional documents.</b></p>	<p><del>may be outsourced to an appropriate third party or be handled in cooperation with the members of credit card organizations as required or approved by the competent authority, if necessary. The Undersigned or the Cardholder also agrees that the Bank may provide his/her personal information to the third party, provided that the third party shall engage in the computer processing of, and use, the personal information pursuant to laws and keep confidential such information. The Undersigned or the Cardholder agrees that the terms and conditions herein shall remain effective in the case of any change in the cooperative relationship between the Bank and a third party, or the Bank's name or organization, and the Undersigned or the Cardholder is willing to comply with this Clause without signing any additional documents.</del></p>
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