

**Land Bank of Taiwan fulfilling obligation for informing content of Personal Information Protection Act for performing service of application for purchase/collection of foreign exchange bill**

**Land Bank of Taiwan (the "Bank") hereby fulfills the obligation for informing purpose of collection of personal information in accordance with Paragraph 1 of Article 8 of the Personal Information Protection Act, Applicants (hereinafter referred to as the "customers") have been properly informed of the following: For the personal information recited in this Agreement, the Bank collects, processes, uses and performs international transmission in electronic format or in paper format within the scope of specific purpose for handling the financial service of the Bank only. The subjects of information usage include the Bank, overseas branches of the Bank, correspondent banks, receivers of international transmission of personal information not restricted by the central competent authority, correspondent financial institutions of the Bank, government agency or financial supervisory agency with investigation rights according to the laws, or other institutions or individuals permitted for the information disclosure according to relevant laws and regulations as well as other institutions specified by competent authorities. The region of information usage shall refer to the locations where the aforementioned subjects of information use are located. Relevant information is preserved according to the preservation period specified in the laws or regulations of the Bank. Customers have the right to request for inquiries or review, issuance of duplicate copy, supplement or correction, stopping of collection, processing, utilization and/or international transmission as well as to request for deletion of personal information of customers. Nevertheless, the Bank may collect necessary cost fees. Customers understand that in the event where necessary personal information is not provided, the Bank may not be able to provide this service to the customers, and the Bank may not perform according to the requests made by the customers due to requirements of laws, necessity of such information for performing the service or due to other factors of risk management.**

## **Agreement for Application of Purchase/Collection of Foreign Exchange Bill**

Contracting Party (hereinafter referred to as the "Applicant") along with the Joint Guarantor (hereinafter referred to as the "Guarantor") hereby engages in the execution of this Agreement with the Land Bank of Taiwan and agree to abide by the following terms and conditions:

1. The Applicant declares that the foreign exchange bills applied for purchase or collection with the Bank are not subject to any forgery, alternation or other defects. In case of any discovery of the aforementioned conditions such that the Bank suffers from damages, the Applicant agrees to bear the indemnification liability completely.
2. Where the Applicant applies for purchase of foreign exchange bills from the Bank, once the Bank delivers such bills, in the event that the bills are lost due to causes not attributable to the Bank, the Applicant agree to further provide foreign bills of the same amount to the Bank immediately or to compensate the bill amounts collected by the Bank such that the Bank shall be exempted from any losses due to such matter.
3. Where the Applicant entrusts the Bank to collect foreign exchange bills on his/her behalf, once the bills are delivered by the Bank, in the event that loss or delay of bills occurs due to causes not attributable to the Bank, any consequences resulted shall be irrelevant to the Bank, and the Applicant agrees to bear the liability solely.
4. **Where the Applicant applies for purchase or entrusts the Bank to collect foreign exchange bills on his/her behalf, after the bills are collected, in the event that any rejection of bills or any disputes arising therefrom, regardless whether such rejection of bills or disputes occur before or after the bills are collected and entered into account and/or whether it occurs after the Applicant collects the bills as well as regardless whether the original bills rejected are delivered back to the Bank, the Applicant agrees to make payment along with payable interests and fees to the Bank immediately upon receiving notice from the Bank without any delays.**
5. Where the Applicant applies for purchase or entrusts the Bank to collect foreign exchange bills on

- his/her behalf, in the event that the bill is rejected due to inconvertible of such bill, except that written entrustment is approved by the Bank, the Bank has no obligation to perform any procedures including preparing or refusing certificates and adopting other statutory security bill rights.
6. The Bank may choose any correspondent bank of the Bank as the collection bank on its own discretion. Despite that the Applicant has designated a collection bank on his/her own, the Bank may still change the collection bank on its own and the Applicant agrees to raise no objection on such matter.
  7. Where the Applicant applies for purchase or entrusts the Bank to collect foreign exchange bills on his/her behalf, to prevent loss or secure the creditor's right and/or according to the common practice of banks, the Bank may make any texts or symbols on the bill or its backside thereof. In case where the bill is rejected, the Bank has no obligation to restore such bill, and may return the bill indicated with such texts and symbols directly to the Applicant, and the Applicant shall not raise any objections.
  8. Where the Applicant applies for purchase or entrusts the Bank to collect foreign exchange bills on his/her behalf, the Applicant shall bear the payable interests, handling charges and postal/telecommunication fees, and such requirement shall also be applicable to the situation where the Bank considers that there is a need to make inquiries via telecommunication on whether the bill amount has been collected.
  9. The Applicant agrees to comply with the current regulations of "Uniform Rules of Collection - ICC Publication" established by International Chamber of Commerce and relevant regulations specified by competent authorities.
  10. For any urgent decisions, related to the purchase or collection of foreign exchange bills, made by the Bank under the role of prudent administrator but prior to the consent of the Applicant is obtained, the Applicant agrees to make follow-up approval. In addition, for any reasonable fees incurred due to such matter, upon receiving notice from the Bank, the Applicant also agrees to make payment immediately without any delay.
  11. In addition to the compliance of all terms and conditions specified in this Agreement, the Applicant also agrees to comply with all rules currently specified or established in the future by the Bank and the Bankers Association of R.O.C.
  12. The Guarantor agrees to jointly and severally bear the obligation for performing according to all of terms and conditions specified in this Agreement. In case of any non-performance or in case where the Bank considers that there is a likelihood of non-performance, the Bank may claim compensation from the Guarantor directly, and the Guarantor shall not raise any objects. In addition, the Guarantor agrees to waive his/her beneficium ordinis.
  13. The Applicant agrees that in the event where the foreign exchange collected by the Bank being purchased and converted into the amount in NTD is inconsistent with the advance amount in NTD originally paid such that the Bank suffers loss, the Applicant shall make compensation to the Bank immediately without any objections upon receiving notice from the Bank.
  14. **The Applicant agrees to pay relevant fees according to the fee collection standard specified in the "Fee Collection Standard for Foreign Exchange Service (Exchange Remittance)" (as shown in the Attachment). In case of any change or adjustment of the aforementioned fee collection standard, the Bank shall use noticeable method to publish the content at business locations or the website of the Bank 60 days before such change or adjustment. In addition, the Bank shall also inform the Applicant that he or she may terminate this Agreement during the aforementioned period of publication. In case where this Agreement is not terminated within such time-limit, it shall be deemed that the Applicant accepts such change or adjustment thereof.**
  15. **Where the Applicant applies for purchase or entrusts the Bank to collect foreign exchange bills on his/her behalf, relevant laws of the payment place shall be applicable, i.e. bill amounts already paid to the Applicant may still be rejected. For example, according to the U.S. Uniform Commercial Code, for bills altered or forged, despite that payment is made by the payment bank, the bill of the issuer may still be rejected at any time within one year from the date when the payment bank retrieves the bill; where the signature of the endorsement of the bill is forged or is made by an unauthorized agent, the payment bank may still reject the bill within three years from the payment date. In addition, according to the regulations of the U.S. "21<sup>st</sup> Century Act", for bills in the U.S. region being converted into alternative bills by the collection**

bank, the original bills may be destroyed, and the bills returned after the return of the bill may be in the form of the alternative bills instead of the original bills, and the preservation period of such alternate bills is seven years. The Applicant agree to comply with such regulations and laws without any objections.

16. For the purpose of anti-money laundering and counter terrorism, the Applicant and Guarantor agree that the Bank may execute the following measures according to the laws of the “Money Laundering Control Act”, “Counter-Terrorism Financing Act”, “Regulations Governing Anti-Money Laundering of Financial Institutions”, “Directions Governing Internal Control System of Anti-Money Laundering and Countering Terrorism Financing of Banking Business, Electronic Payment Institutions and Electronic Stored Value Card Issuers” and regulations of all associations of the same industry as well as relevant rules of the Bank:

- (1) To determine whether the Applicant/Guarantor or associated personnel (including but not limited to the senior manager, beneficial owner, trustor of trust, trustee of trust, supervisor of trust, beneficiary of trust and subjects related to the transaction; same for below) is an individual, a legal person or an organization sanctioned under the “Counter-Terrorism Financing Act”, or a terrorist or terrorist group identified or investigated by a foreign government or an international organization (hereinafter referred to as the “sanction list”), the Applicant/Guarantor or associated personnel shall provide information to the Bank for confirmation immediately. In case where the Applicant/Guarantor or associated personnel refuses to cooperate such that the Bank cannot make comparison timely, the Bank may stop or refuse the account opening and the process of various applications or transactions.
- (2) Regardless whether it is before or after account opening or any applications process, once the Bank discovers that the Applicant/Guarantor or associated personnel is on the sanction list, the Bank may refuse to provide any service or may directly terminate the business relationship thereof without any prior notice.
- (3) In case where the Applicant/Guarantor refuses to cooperate with the review, refuses to provide information of the associated personnel, explain the nature and purpose or fund source of the transaction, refuses to provide explanation on the details of the transaction cooperatively, refuses to provide information or verification documents necessary for review, then the Bank may temporarily stop all transactions described in this Agreement and request the Applicant/Guarantor to provide explanation, information and documents as mentioned within 30 days after receiving notice from the Bank. If such information is not provided timely but delayed, the Bank may issue a written notice to terminate this Agreement and the termination shall become effective upon the receipt of such written notice.
- (4) During the scheduled transaction of the Applicant, in case where the Bank discovers that the Applicant/Guarantor or associated personnel is suspected to be on the sanction list during the verification process of names and titles, the Bank may temporarily stop the transaction, and the transaction shall only be continued after it is investigated to be not belonging to the sanction.
- (5) For any damages or losses of the Applicant/Guarantor or associated personnel caused due to the conditions described in the preceding four paragraphs, no indemnification shall be claimed with the Bank.

17. Where the Applicant applies for purchase or entrusts the Bank to collect foreign exchange bills on his/her behalf, during process of bill mailing or bill amount receiving process, if the foreign correspondent bank detains the amount based on the reason that the subject related to the bill is identified to be a terrorist organization or its country is identified to be a remittance restricted country, then relevant risks shall be borne by the Applicant.

18. For any transaction disputes arising from this service, the Applicant/Guarantor may file complaint according to the regulations of the Financial Consumer Protection Act, and the complaint service direct line is as follows:

Telephone: (02)2348-3456; E-mail: [lbott@landbank.com.tw](mailto:lbott@landbank.com.tw); 24-hour toll free Customer Service Center: (0800)231-590;

Where the Applicant/Guarantor disagrees with the decision result of the complaint, or no response is received within 30 days after the complaint filing, he/she may apply for review with the Financial Ombudsman Institution within 60 days after receiving the decision result or from the expiration date of said time-limit.

**Declaration:** Applicant and Guarantor hereby declare that prior to the signing of this Agreement, the Bank has provided sufficient explanation on important content thereof, and the content of all of the terms and conditions have been reviewed during a reasonable period (brought back for review on   Month   Date,   Year; review period of at least 5 days), and have completely understood and agreed to sign this Agreement as indicated in the following.

To

Land Bank of Taiwan

Contracting Party :

Address :

Uniform Business No. :  
ID No. :

Joint Guarantor :

Address :

Uniform Business No. :  
ID No. :

Joint Guarantor :

Address :

Uniform Business No. :  
ID No. :

Month   Date, Year

Agreement original copy (including the

**Fee Collection Standard for Foreign**

**Exchange Service (Exchange**

**Remittance))** has been provided to the

customer

Received	(Customer signature or seal)
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Verification Seal	Case Handler	Manager/Deputy/Associate Manager

(Two original copies; one copy for customer's receipt and the other copy for acceptance unit's preservation)