

開戶檢核表 Account Opening Check List

☐ **香港註冊之有限公司 Limited Company incorporated in Hong Kong**

1. ☐ 商業登記證 (Business Registration Certificate)
2. ☐ 公司註冊證書/及公司更改名稱註冊證書 (Certificate of Incorporation /Certificate of Change of Name)
3. ☐ 公司組織章程大綱及章程細則 (Memorandum and Articles of Association) 或 公司章程細則 (Articles of Association)
4. ☐ 秘書及董事更改通知書(委任/離任)及股份分配申報表及/或轉讓文書詳列現任主要股東的資料(如有) (Latest Notification of Charge of Secretary and Director (Appointment/ Cessation), Return of Allotments and/ or Instrument of Transfer(if any))
5. ☐ 主要股東(自然人)¹/最終實益擁有人¹/授權簽字人員之個人身份證明文件及最近3個月發出之住址證明 (Personal identification document and residential address issued within the last 3 months of substantial shareholder(s)/ ultimate beneficial owner(s) authorized signatories)
6. ☐ 董事之身份證明文件 (Personal identification document of director(s))
7. ☐ 董事會會議記錄 (Minutes of Board Meeting)
8. ☐ 法人成立表格/ 首任秘書及董事通知書(適用於成立一年以內之公司) (Incorporation Form/ Notification of First Secretary of First Secretary and Director (for company established within 1 year))
9. ☐ 公司註冊查冊報告 (最近六個月發出)(如有) (Company Search Report (issued within the last 6 months)(if any))
10. ☐ 架構圖顯示每家中介控股公司的成立國家、營業國家、擁有公司股權份數及其實益擁有人, 並由董事認證(如股東為非自然人)(如有) (Organisation chart showing % shareholding, the country of incorporation and the country of business address of each intermediate company up to the Beneficial Owners of the company certified by director (for Corporate Shareholders)(if any))
11. ☐ 法人代表董事會會議記錄 (法人董事, 如有) (Minutes of representative of the Legal entity (director is a legal entity if any))

☐ **台灣註冊之有限公司 Limited Company incorporated in Taiwan**

1. ☐ 設立登記表/變更事項登記表 及 股東名冊(如適用)
2. ☐ 董監事名冊
3. ☐ 公司章程 (Memorandum Association)
4. ☐ 主要股東(自然人)¹/最終實益擁有人¹/授權簽字人員之個人身份證明文件及最近3個月發出之住址證明 (Personal identification document and residential address issued within the last 3 months of substantial shareholder(s)/ ultimate beneficial owner(s) authorized signatories)
5. ☐ 董事之身份證明文件 (Personal identification document of director(s))
6. ☐ 董事會會議記錄 (Minutes of Board Meeting)
7. ☐ 法人代表董事會會議記錄 (法人董事, 如有) (Minutes of representative of the Legal entity (director is a legal entity if any))
8. ☐ 架構圖顯示每家中介控股公司的成立國家、營業國家、擁有公司股權份數及其實益擁有人, 並由董事認證(如股東為非自然人)(如有) (Organisation chart showing % shareholding, the country of incorporation and the country of business address of each intermediate company up to the Beneficial Owners of the company certified by director (for Corporate Shareholders) (if any))
9. ☐ 營業(稅籍)登記資料公示查詢(財務部稅務入口網)
10. ☐ 商工登記資料公示查詢(經濟部商業司網站)
11. ☐ 廠商基本資料查詢(如為進出口廠商) (國貿局網站)

☐ **境外註冊之有限公司 Limited Company incorporated Overseas**

1. ☐ 公司註冊證書 (Certificate of Incorporation)
2. ☐ 公司章程及組織大綱 (Memorandum and Articles of Association)
3. ☐ 職權證明書 (最近六個月發出) (Certificate of Incumbency (COI) (issued within the last 6 months) 或 第4項(如有))
4. ☐ 當地公司註冊處最近六個月發出的認可查冊報告(如有) (Official company search report issued within the last 6 months in country of incorporation(if any))
5. ☐ 繳費證明/存續證明(如有) (Certificate of Payment/ Certificate of Good Standing(if any))
6. ☐ 主要股東¹(自然人)/最終實益擁有人¹/授權簽字人員之個人身份證明文件及最近三個月發出之住址證明 (Personal identification document and residential address issued within the last 3 months of substantial shareholder(s)/ultimate beneficial owner(s)/authorized signatories)
7. ☐ 董事之身份證明文件 (Personal identification document of director(s))
8. ☐ 董事會會議記錄 (Minutes of Board Meeting)
9. ☐ 董事及股東登記冊(如有) (Register of Directors & Members (if any))
10. ☐ 法人代表委任書(如有) (Appointment of Corporate Representative (if any))
11. ☐ 法人代表董事會會議記錄 (法人董事, 如有) (Minutes of representative of the Legal entity (director is a legal entity if any))
12. ☐ 架構圖顯示每家中介控股公司的成立國家、營業國家、擁有公司股權份數及其實益擁有人, 並由董事認證(如股東為非自然人) (Organisation chart showing % shareholding, the country of incorporation and the country of business address of each intermediate company up to the beneficial Owners of the company certified by director (for Corporate Shareholders))

如在香港亦有註冊 Also registered in Hong Kong

13. ☐ 海外公司的登記證書(根據香港公司條例第 XI 部登記) (Business Registration Certificate (Registered under Part XI of the Hong Kong Companies Ordinance))
14. ☐ 商業登記證 (Business Registration Certificate)

☐ **香港登記之合夥/獨資企業 Partnership / Sole Proprietorship incorporated in Hong Kong**

1. ☐ 商業登記證 (Business Registration Certificate)
2. ☐ 香港稅務局商業登記署發出的合夥/獨資經營表格 (Business Registration Form obtainable at Inland Revenue Department)

3. ☐ 合夥人之間之協議書(如有)〈Agreement between Partnership (if any)〉
4. ☐ 所有獨資擁有人/合夥人及授權簽字人員之身份證明及最近三個月發出之住址證明
〈Personal Identification Document and residential address issued within the last 3 months of Sole Proprietor,
Partners and Authorized Signature(s)〉

☐ **個人 Individual**

1. ☐ 身份證/護照 〈Identity Card / Passport〉
2. ☐ 最近三個月住址證明 〈Acceptable Proof of Address issued within the last 3 months〉

客戶填具表格 Customer Application Forms

☐ **實體**

1. ☐ 印鑑卡 〈Signature Card〉
2. ☐ 公司/機構戶資料暨聲明表 〈Corporate/Entity Account Information And Declaration Forms〉
3. ☐ 關於個人資料(私隱)條例(“條例”)致客戶的通知(告知客戶) 〈Notice to Customers relating to the Personal Data (Privacy) Ordinance (the “Ordinance”)(Notify the customer)〉
4. ☐ 委託傳真或電子郵件指示授權書 〈Mandate and Indemnity for Execution of Facsimile or E-Mail Instructions〉
5. ☐ 指定電話確認人員授權書(如適用)
6. ☐ 辦理人民幣業務風險預告書(如適用)
7. ☐ 法人-自我聲明表格(FATCA 與 CRS)(公司/合夥適用) 〈Entity - Self Certification Form (FATCA and CRS) (For Corporate/Partnership)〉
8. ☐ 個人/控制人-自我聲明表格(FATCA 與 CRS)(控權人/獨資企業適用) 〈Individual/Controlling Person - Self Certification Form (FATCA and CRS) (For Controlling Person/Sole Proprietorship)〉
9. ☐ FATCA 客戶書面聲明書(表單 7)(如適用) 〈Declaration of Entities regarding FATCA Status(Form 7)(if applicable)〉
10. ☐ 稅務聲明書 〈Tax Compliance〉

☐ **個人**

1. ☐ 印鑑卡 〈Signature Card〉
2. ☐ 個人/聯名戶資料暨聲明表 〈Individual/Join Account Information And Declaration Forms〉
3. ☐ 關於個人資料(私隱)條例(“條例”)致客戶的通知(告知客戶) 〈Notice to Customers relating to the Personal Data (Privacy) Ordinance (the “Ordinance”)(Notify the customer)〉
4. ☐ 委託傳真或電子郵件指示授權書 〈Mandate and Indemnity for Execution of Facsimile or E-Mail Instructions〉
5. ☐ 辦理人民幣業務風險預告書(如適用)
6. ☐ 個人/控制人-自我聲明表格(FATCA 與 CRS) 〈Individual/Controlling Person - Self Certification Form (FATCA and CRS)〉
7. ☐ 稅務聲明書 〈Tax Compliance〉



Account Name in English 英文戶名		Birth Date or Establishment Date 出生或註冊日期	Signature Specimen(s) 簽字式樣 1.
Account Name in Chinese 中文戶名		Sex 性別 <input type="checkbox"/> Male <input type="checkbox"/> Female	2.
Correspondence Address 通訊地址			3.
Occupation or Business Nature 職業或營業類別	Nationality or Place of Incorporation 國籍或註冊地		4.
ID/PP/CR No. 身份證/護照/公司註冊號碼	Fax Number 傳真號碼		Signing Arrangement 簽署安排 Any _____ of the _____ Signature(s) be Effective _____ 位中任何 _____ 位簽署生效
Contact Person 聯絡人	Telephone Number 電話號碼		Company Seal or Chop (Applicable if company chop forms an integral part of signature) 公司章式樣(只適用於公司章為簽字式樣之組成部份)
For Bank Use Only 銀行專用		Remarks 備註	Signature(s) of Account Holder(s)/Director(s) (Applicable to company) 帳戶持有人/董事簽署(公司適用)
Date A/C Opened 開戶日期	Approved by 覆核		
Type 類別 : <input type="checkbox"/> Limited Company(股份)有限公司 <input type="checkbox"/> Sole Proprietorship 獨資 <input type="checkbox"/> Partnership 合夥 <input type="checkbox"/> Person 個人 <input type="checkbox"/> Joint 聯名 <input type="checkbox"/> Others 其他	Handled by 證照核對及見簽		

Date 日期	Remarks 變更事項	Handled by
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[illegible]



Account Name in English 英文戶名		Birth Date or Establishment Date 出生或註冊日期	Signature Specimen(s) 簽字式樣 1.
Account Name in Chinese 中文戶名		Sex 性別 <input type="checkbox"/> Male <input type="checkbox"/> Female	2.
Correspondence Address 通訊地址			3.
Occupation or Business Nature 職業或營業類別	Nationality or Place of Incorporation 國籍或註冊地		4.
ID/PP/CR No. 身份證/護照/公司註冊號碼	Fax Number 傳真號碼		Signing Arrangement 簽署安排 Any _____ of the _____ Signature(s) be Effective _____ 位中任何 _____ 位簽署生效
Contact Person 聯絡人	Telephone Number 電話號碼		Company Seal or Chop (Applicable if company chop forms an integral part of signature) 公司章式樣(只適用於公司章為簽字式樣之組成部份)
For Bank Use Only 銀行專用		Remarks 備註	Signature(s) of Account Holder(s)/Director(s) (Applicable to company) 帳戶持有人/董事簽署(公司適用)
Date A/C Opened 開戶日期	Approved by 覆核		
Type 類別 : <input type="checkbox"/> Limited Company(股份)有限公司 <input type="checkbox"/> Sole Proprietorship 獨資 <input type="checkbox"/> Partnership 合夥 <input type="checkbox"/> Person 個人 <input type="checkbox"/> Joint 聯名 <input type="checkbox"/> Others 其他	Handled by 證照核對及見簽		

Date 日期	Remarks 變更事項	Handled by
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個人/聯名戶資料暨聲明表

INDIVIDUAL/JOIN ACCOUNT INFORMATION AND DECLARATION FORMS

單一/首名申請人(Sole/Principal Applicant)：

日期 Date

日 day / 月 month / 年 year

(1) 個人資料 Personal Information：

英文姓名 Name in English	姓 Surname	名 Given name	中文姓名 Name in Chinese
性別 Gender： <input type="checkbox"/> 男 M <input type="checkbox"/> 女 F	國籍 Nationality	出生日期(日/月/年) Date of Birth (day/month/year)	
身份證明文件類別： Type of ID Document	<input type="checkbox"/> 護照 Passport <input type="checkbox"/> 香港身份證 HKID <input type="checkbox"/> 其他 Others：	身份證明文件號碼： ID Document No.	
<input type="checkbox"/> 本人非香港身份證持有人 I am not a Hong Kong Card Identity Card Holder			

(2) 聯繫資料 Contact Information：

住宅地址： Residential Address：			
永久地址是否與住宅地址相同？ Permanent Address same as Residential Address? <input type="checkbox"/> 是 Yes <input type="checkbox"/> 否 No*			
*如永久地址與住宅地址不同，請提供相關證明 Please provide Permanent Address proof if different with the Residential/Household Address)			
通訊地址 Correspondence Address：			
<input type="checkbox"/> 同上 same as above			
電話號碼 Telephone No. #	手機號碼 Mobile No. #	傳真號碼 Fax No. #	#請提供國家及地區編號 please provide country & area code
電郵地址 Email Address：			

(3) 職業 Occupation：

a. 職位性質 Position Nature			
<input type="checkbox"/> 企業主/合夥人 Owner/Partner	<input type="checkbox"/> 董事 Director	<input type="checkbox"/> 受僱(職位)： Employee(Position)：	<input type="checkbox"/> 學生 Student <input type="checkbox"/> 主婦 Housewife
<input type="checkbox"/> 股東(持股量為或超過百分之十) Shareholder(holds ≥ 10% of issued capital)	<input type="checkbox"/> 退休(退休前的職位)* Retired(Position before retirement)*		
<input type="checkbox"/> 其他(請註明) Others(please specify)：			*須填寫以下b,c項 (fill in item b,c)
公司名稱 Name of Company			
公司地址 Company Address			
電話 Tel. No.	傳真 Fax No.		
b. 僱主業務性質 Nature of Employer Business：			
<input type="checkbox"/> 製造業 Manufacturing	<input type="checkbox"/> 飲食業 Restaurants / Coffee Houses	任職年期： Year serving	
<input type="checkbox"/> 貿易 Trading	<input type="checkbox"/> 運輸行業 Freight Forwarding / Transport		
<input type="checkbox"/> 供應商/批發 Supplier / Wholesalers	<input type="checkbox"/> 電訊業 Telecommunications		
<input type="checkbox"/> 商業服務 Business Services	<input type="checkbox"/> 建造業 Constructions		
<input type="checkbox"/> 零售業 General Retail Stores	<input type="checkbox"/> 其他(請註明)：		
<input type="checkbox"/> 金融服務 Financial Services	<input type="checkbox"/> others (please specify)		
c. 主要產品 Main Products：			

(4) 最初及持續的財富/收入來源 Initial and Ongoing Sources of Wealth/Income(如適用，可選擇多項 tick more than one if applicable)：

<input type="checkbox"/> 營商 Own Business	<input type="checkbox"/> 薪資 Salary	<input type="checkbox"/> 繼承/禮物 Inheritance/gift	<input type="checkbox"/> 出售資產 Sale of Assets
<input type="checkbox"/> 佣金 Commission	<input type="checkbox"/> 儲蓄 Savings	<input type="checkbox"/> 投資回報 Return on Investment	<input type="checkbox"/> 公積金 Pension
<input type="checkbox"/> 配偶給予的收入 Earning Given by Spouse			
<input type="checkbox"/> 其他(請註明) Others (Please specify)：			

聯名申請人請填寫附表A。 For Joint Applicant, please fill in the Annex A of this forms.

(5) 在香港開立帳戶之原因 (香港永久性居民身份證持有人不適用) Reason for setting up account in Hong Kong (Not applicable for **Premanent Resident HKID Holder**) :

<input type="checkbox"/> 工作 Work	<input type="checkbox"/> 營商 Own Business	<input type="checkbox"/> 升學 Study	<input type="checkbox"/> 移民 Immigration
<input type="checkbox"/> 在香港擁有房產/支付租金開支 Own real estate property/pay rental expenses in Hong Kong			
<input type="checkbox"/> 經常到訪香港，支付香港的開支 Frequent travel to Hong Kong, account for expenses in Hong Kong			
<input type="checkbox"/> 證券/基金投資 Securities/Fund Investment			
<input type="checkbox"/> 其他投資(請註明) Other Investments (Please Specify) : _____			
<input type="checkbox"/> 其他(請註明) Others (please specify) : _____			

(6) 開戶用途 Account Opening Purpose (如適用，可選擇多項 tick more than one if applicable) :

<input type="checkbox"/> 存款 Deposit	<input type="checkbox"/> 支薪 Payroll	<input type="checkbox"/> 自動轉帳 Autopay	<input type="checkbox"/> 證券/基金投資 Securities/Fund Investment
<input type="checkbox"/> 付款 Payment	<input type="checkbox"/> 匯款 Remittance	<input type="checkbox"/> 償還貸款 Repayment of Loans	<input type="checkbox"/> 授信往來 Loans
<input type="checkbox"/> 資金調撥 Funds Transfer			
<input type="checkbox"/> 投資(請註明) Investment (Please specify) : _____			
<input type="checkbox"/> 其他(請註明) Others (Please specify) : _____			

(7) 預期使用服務類別 Type of Services which will be used (如適用，可選擇多項 tick more than one if applicable) :

<input type="checkbox"/> 一般銀行服務(如現金、支票、帳戶轉帳、自動轉帳等) General Banking Services (eg cash, cheque, account transfer, autopay and etc)	<input type="checkbox"/> 光票託收 Clean Collection
<input type="checkbox"/> 匯款 Remittance	<input type="checkbox"/> 網路銀行 Internet Banking
<input type="checkbox"/> 其他(請註明) Others (Please specify) : _____	

(8) 開戶所使用的資金的預期來源及源頭 Expected Source and Origin of the funds to be used in the relationship :

a. 資金來源方式 Means of Source of funds (如適用，可選擇多項 tick more than one if applicable) :

<input type="checkbox"/> 現金存款 Cash Deposit	<input type="checkbox"/> 支票存款 Cheque Deposit	<input type="checkbox"/> 帳戶轉帳 Transfer from other accounts
<input type="checkbox"/> 匯入匯款 Inward Remittance		
<input type="checkbox"/> 其他(請註明) Others (Please specify) : _____		

b. 資金來源類型 Type of Source of funds (如適用，可選擇多項 tick more than one if applicable) :

<input type="checkbox"/> 營商 Own Business	<input type="checkbox"/> 薪資 Salary	<input type="checkbox"/> 繼承/禮物 Inheritance/gift	<input type="checkbox"/> 出售資產 Sale of Assets
<input type="checkbox"/> 佣金 Commission	<input type="checkbox"/> 儲蓄 Savings	<input type="checkbox"/> 投資回報 Return on Investment	<input type="checkbox"/> 公積金 Pension
<input type="checkbox"/> 其他(請註明) Others (Please specify) : _____			

(9) 預期每月往來情況 (以港幣計算) Anticipated monthly activities (amount in HK\$) :

現金存款 Cash Deposit				
次數 Number of counts:	<input type="checkbox"/> 1-10	<input type="checkbox"/> 11-20	<input type="checkbox"/> 21-30	<input type="checkbox"/> 30+
金額 Anticipated Total Amount: HKD	_____			
非現金存款(包括匯入匯款) Non-Cash Deposit (including inward remittance)				
次數 Number of counts:	<input type="checkbox"/> 1-10	<input type="checkbox"/> 11-20	<input type="checkbox"/> 21-30	<input type="checkbox"/> 30+
金額 Anticipated Total Amount: HKD	_____			
現金提款 Cash Withdrawal				
次數 Number of counts:	<input type="checkbox"/> 1-10	<input type="checkbox"/> 11-20	<input type="checkbox"/> 21-30	<input type="checkbox"/> 30+
金額 Anticipated Total Amount: HKD	_____			
非現金提款(包括匯出匯款) Non-Cash Withdrawal (including outward remittance)				
次數 Number of counts:	<input type="checkbox"/> 1-10	<input type="checkbox"/> 11-20	<input type="checkbox"/> 21-30	<input type="checkbox"/> 30+
金額 Anticipated Total Amount: HKD	_____			

往來對象¹及國家 Counterparties¹ and Country : (¹可選擇填寫 optional)

名稱 Name	國家 Country

(10) 申請帳戶 Requested Account Type 幣別 Currency (如適用，可選擇多項 tick more than one if applicable)：

<input type="checkbox"/> 支票帳戶 Current Account	<input type="checkbox"/> HKD <input type="checkbox"/> USD <input type="checkbox"/> CNY	
首次支票簿申領 Request for initial cheque book：		
<input type="checkbox"/> 臨櫃領取 Collect at your counters <input type="checkbox"/> _____		
<input type="checkbox"/> 請以掛號郵寄至本人/吾等於貴銀行登記之郵寄地址，有關郵費及手續費自帳戶中扣付 Please send it by register mail to my/our account and debit my/our account for the postage and handling fees applicable		
<input type="checkbox"/> 儲蓄帳戶 Saving Account	<input type="checkbox"/> HKD <input type="checkbox"/> USD <input type="checkbox"/> CNY <input type="checkbox"/> 請提供存摺本	
	<input type="checkbox"/> AUD <input type="checkbox"/> EUR	Please arrange passbook for my/our account(s)

(11) 其他資料 others information：

a) 客戶是否為此帳戶之最終受益人？ Does the customer the ultimate beneficial owner of the account?	<input type="checkbox"/> 是 Yes	<input type="checkbox"/> 否 No
b) 客戶是否為政治人物*？ Does the customer a Politically Exposed Person(s)*?	<input type="checkbox"/> 是 Yes	<input type="checkbox"/> 否 No
*擔任或曾擔任重要公職(包括國家元首、政府首長、資深從政者、高級政府、司法或軍事官員、國有企業高級行政人員及重要政黨幹事)之個人或該名個人之配偶/伴侶、子女或父母，或該名個人之子女的配偶或伴侶 *an individual who is or has been entrusted with a prominent public function in a place, includes a head of state, head of government, senior politician, senior government, judicial or military official, senior executive of a state-owned corporation and an important political party official; or a spouse, a partner, a child or a parent of that individual, or a spouse or a partner of a child of such an individual		
c) 客戶有無被任何銀行拒絕開立銀行帳戶？ Has the customer been refused to open bank account by any bank?	<input type="checkbox"/> 是 Yes	<input type="checkbox"/> 否 No
如有，請註明銀行名稱及原因 If yes, please state the name of bank(s) and reason(s)： _____		
d) 個人相關稅務是否會主動申報？Have you reported and paid all individual tax?	<input type="checkbox"/> 是 Yes	<input type="checkbox"/> 否 No
若否，請詳細說明：If no, please explain: _____		

(12) 客戶聲明及協議 Customer Declaration and Agreement：

1. 本人/吾等証實上列資訊及資料作為臺灣土地銀行股份有限公司(下稱：貴銀行)辦理開立帳戶/更改或更新帳戶資訊及資料/更改授權簽名之依據皆屬正確無訛，如有更新資料必會立即通知貴銀行。
I/We confirm that the information and particulars given above are true and correct in all respects for the purpose of opening account/change or update information and particulars of the account/change of authorized signatory of the account with Land Bank of Taiwan Co., Ltd. (hereinafter: 'the Bank') and shall inform the Bank forthwith in case of change.
2. 本人/吾等已收到、閱讀及明白有關帳戶的條款及細則乙份，並同意受該等條款及細則及其後可能作出之修訂版本所約束。
I/We have read and understood a copy of the terms and conditions in respect of the account and agreed to be bound by them and its amendments from time to time.
3. 本人/吾等承認已獲提供一份《關於個人資料(私隱)條例致客戶的通知》並確認已明白及接受其中條款。
I/We acknowledge that I/We have been provided with a Notice to Customers relating to the Personal Data (Privacy) Ordinance and confirm that I/We understand and accept the terms and conditions set out therein.
4. 本人/吾等同時要求，貴銀行定期向本人/吾等提供貴銀行產品及服務(包括貴銀行提供的第三者產品及服務)的資料*。
I/We also request the Bank to, on a regular basis, provide me/us with information in respect of your banking products and services (including third party products and services available through the bank).
(*如客戶不欲收取上述第4段所述的資料，請在此方格內☐加上剔號("√")。)
(Please check ("√") this box ☐ if customer does not wish to receive the information set out in the preceding paragraph 4.
(請客戶注意閣下以上第4段的要求適用於就本銀行《關於個人資料(私隱)條例致客戶的通知》中所列出的產品、服務及/或標的類別的直接促銷。客戶亦可參閱該通知以得知在直接促銷中可使用的個人資料的種類，以及客戶的個人資料可提供予何種類別的人士以供該等人士在直接促銷中使用。)
(Kindly note that the request in paragraph 4 above applies to the direct marketing of the classes of products, services and/or subjects as set out in the Bank's Notice to Customers relating to the Personal Data (Privacy) Ordinance. Please also refer to the said Notice on the kinds of personal data which may be used in direct marketing and the classes of persons to which the customer's personal data may be provided for them to use in direct marketing.)

5. 本人/吾等保證及承諾，本人/吾等開立的帳戶及經本人/吾等進行帳戶項下的交易均不存在任何第三者的權益。否則，本人/吾等會向貴銀行提供最終受益人的詳細資料。

I/We warrant and undertake that no other person will have any interest of whatsoever nature in the account(s) opened by me/us and any transactions conducted by me/us through the account(s). Otherwise I/We shall provide the information of the ultimate beneficial owner(s) to the Bank.

6. 本人/吾等確認，就本人/吾等所知悉，本人/吾等未有涉及任何稅務罪行，並會持續遵行適用於本人/吾等的有關法律及規則，包括向有關稅務當局準時申報、準確申報、按時繳交稅款、關稅及各項有關之徵費。I/We hereby confirm that I/We have, to the best of my/our knowledge and information, not committed or been convicted of tax crimes, and I/We shall continue to comply with all such laws and regulations that may be applicable to me/us, including timely reporting, accurate reporting, due payment of taxes, duties and charges of any kind to the relevant tax authorities.

7. 本人/吾等同意放棄任何銀行保密、私隱及資料保護之權利，並同意貴銀行及/或任何本地及/或海外分行可向其本地及/或海外的監管當局及/或稅務當局提供本人/吾等有關帳戶及/或服務之個人資料，以確認本人/吾等於任何司法管轄區之稅務責任。

I/We hereby consent to waive any bank secrecy, privacy or data protection rights and consent for the Bank and/or any of its local and/or overseas branches to share my/our information in relation to my/our account(s) and/or service(s) in respect of compliance with applicable domestic and/or any regulators and/or tax authorities where necessary to establish my/our tax liability in any jurisdiction.

8. 因應本地及/或海外監管當局及或稅務當局之需要，本人/吾等准許並同意貴銀行及/或任何其本地及/或海外分行，可按適用之法律，法規及指令在本人/吾等帳戶中預扣及/或轉帳相關所須之款項。

I/We hereby consent and agree that the Bank and/or any of its local and/or overseas branches may withhold and/or transfer such amounts as may be required according to applicable laws, regulations and directives if required by domestic and/or any overseas regulators and/or tax authorities.

單一/首名/聯名申請人簽章

Signature(s) of the Sole/Principal/Joint Applicant

(14) 單一/獨立/聯名帳戶持有人/帳戶被授權簽字人簽署資料 Sole/Principal/Joint Account Holder Signature(s) / Authorized Signatory Details :

單一/獨立帳戶持有人 Sole/Principal Account Holder :		簽章樣式 Specimen Signature	
姓名 Name <input type="checkbox"/> 香港身份證 HKID 號碼： <input type="checkbox"/> 護照 Passport Number <input type="checkbox"/>			
被授權簽字人(如有) Authorized Signatory(if any) :		簽章樣式 Specimen Signature	
姓名 Name <input type="checkbox"/> 香港身份證 HKID 號碼： <input type="checkbox"/> 護照 Passport Number <input type="checkbox"/>			
被授權簽字人(如有) Authorized Signatory(if any) :		簽章樣式 Specimen Signature	
姓名 Name <input type="checkbox"/> 香港身份證 HKID 號碼： <input type="checkbox"/> 護照 Passport Number <input type="checkbox"/>			
聯名帳戶持有人(如有) Joint Account Holder(if any) :		簽章樣式 Specimen Signature	
姓名 Name <input type="checkbox"/> 香港身份證 HKID 號碼： <input type="checkbox"/> 護照 Passport Number <input type="checkbox"/>			
聯名帳戶持有人(如有) Joint Account Holder(if any) :		簽章樣式 Specimen Signature	
姓名 Name <input type="checkbox"/> 香港身份證 HKID 號碼： <input type="checkbox"/> 護照 Passport Number <input type="checkbox"/>			

簽署指示 Signing Instruction : 以上共 _____ 式簽章樣式, 憑其中任何 _____ 式即有效操作帳戶及就帳戶向貴銀行發出交易及其他事項的指示, 而操作權限及指示必須屬貴銀行同意範圍內。 The _____ Specimen Signature(s) as above of which any _____ is/are authorized to operate the Account and give instructions to the Bank in respect of any matter or transaction relating to and incidental to the Account to the extent agreed by the Bank.

本人/吾等特此簽署以作本人/吾等同意協意內的聲明, 並以此作為貴銀行的帳戶的簽字式樣紀錄。

I/We hereby sign below to signify my/our agreement to the Declaration above the signature(s) of which I/We agree shall also serve as my/our specimen signature(s) for the Integrated Account to be held in the Bank's record.

銀行專用 For bank use only :

轉介人資料 Details of referral parties :			帳戶號碼 :	
客戶姓名	帳戶號碼	與申請人關係	開戶日期 :	
備註 Remarks :				
			主管	經辦/核章



臺灣土地銀行

香港分行

LAND BANK OF TAIWAN Hong Kong Branch

臺灣土地銀行股份有限公司 香港分行（“銀行”） 關於個人資料（私隱）條例（“條例”）致客戶的通知

1. 客戶在開立或延續帳戶、建立或延續銀行信貸或要求銀行提供其他服務時，需要不時向銀行提供有關資料。
2. 若客戶未能提供該等資料可能會導致銀行無法開立或延續帳戶或建立或延續銀行信貸或提供銀行服務，或遵守法例規定或監管或其他管理機構所發出的指引。
3. 客戶與銀行在持續不斷正常業務往來過程中，銀行亦會收集到客戶的資料，例如，當客戶簽發支票或存款時，或申請信貸時，包括經調查機構所獲得的資料。
4. 客戶的資料可能會用於下列用途：
 - (1) 提供服務和信貸便利給客戶之日常運作；
 - (2) 在客戶申請信貸時進行的信貸調查，(包括但不限於客戶信貸申請(包括樓宇按揭貸款申請)及每年進行一次或以上的定期或特別審查；
 - (3) 編制及維持銀行的信貸和風險評分模式；
 - (4) 協助其他財務機構作信用檢查及追討債務；
 - (5) 確保客戶維持可靠信用；
 - (6) 設計供客戶使用的財務服務或有關產品；
 - (7) 推廣下列服務或有關產品（銀行或因而獲取報酬）：
 - (i) 財務、保險、信用卡、銀行及相關服務或產品；
 - (ii) 獎賞、年資或優惠或合作品牌方案及相關服務或產品；及
 - (iii) 由銀行的合作品牌夥伴提供的服務或產品（視情況而定，在申請有關服務及產品時會提供合作夥伴名稱）；及上述服務或產品可能由以下人士或機構提供及／或推廣：
 - (a) 銀行及銀行集團公司；
 - (b) 第三者財務機構、保險公司、信用卡公司、證券及投資服務供應商；
 - (c) 第三者獎賞、年資或優惠計劃及合作品牌供應商；
 - (d) 銀行及銀行集團公司的合作品牌夥伴(視情況而定，在申請有關服務及產品時會提供合作夥伴名稱)；及
 - (e) 慈善或非牟利機構。
 - (8) 確定銀行對客戶或客戶對銀行的債務；
 - (9) 向客戶及為客戶之債務提供抵押的人士追收欠款；
 - (10) 根據銀行或其任何分行有約束力的法律規定、或因監管或其他管理機構所要求銀行或其任何分行遵守的指引而作出披露；
 - (11) 使銀行的實質或建議受讓人，或銀行對客戶權益的參與人或附屬參與人，能對有關擬進行的轉讓、參與或附屬參與的交易作出評核；
 - (12) 與上述有關的用途。
5. 銀行會對其持有的客戶資料保密，但銀行可能會把該等資料提供給下述各方作第4段所述的用途(不論在香港特別行政區內或外)：
 - (1) 任何代理人、承包商、或向銀行提供行政、電訊、電腦、付款或證券結算或其他與銀行業務運作有關服務的第三者服務供應商；
 - (2) 任何對銀行有保密責任的人士，包括就有關資料對銀行有保密承諾的銀行集團公司；
 - (3) 付款銀行向出票人提供已兌現支票的影本（而其中可能載有關於收款人的資料）；
 - (4) 信貸調查機構，以及在客戶欠帳時，將該等資料提供給債務追收代理；
 - (5) 任何根據銀行或其任何分行具法律約束力的規定，或因監管或其他管理機構所要求銀行或其任何分行遵守的指引，履行對其作出披露責任；
 - (6) 任何銀行的實質或建議受讓人，或銀行對客戶權益的參與人或附屬參與人或承讓人；及
 - (7)
 - (i) 銀行集團公司；
 - (ii) 第三者財務機構、保險公司、信用卡公司、證券及投資服務供應商；
 - (iii) 第三者獎賞、年資或優惠計劃供應商；
 - (iv) 銀行及其集團公司的合作品牌夥伴（視情況而定，在申請有關服務及產品時會提供合作夥伴名稱）；及
 - (v) 而達致4(7)段而被銀行備用之第三者服務供應商(包括但不限於郵遞服務、電訊服務、電話推廣及直銷代理、電話服務中心、數據處理服務及資訊科技公司)。有關資料或會被轉移至香港境外。
6. 直接促銷中使用資料
銀行擬把客戶資料用於直接促銷,而銀行為該用途須獲得客戶同意(包括表示不反對)。
 - (1) 銀行可能把銀行不時持有的客戶姓名、聯絡資料、產品及其他服務組合資料、交易模式及行為，財務背景及人口統計數據用於直接促銷；
 - (2) 銀行亦擬將以上的資料提供予5(7)段所述的全部或任何人士，以供該等人士在促銷該等服務、產品及標的中使用，而銀行為此用途須獲得客戶書面同意(包括表示不反對)；
 - (3) 銀行可能因如以上(2)分段所述將資料提供予其他人士而獲得金錢或其他財產的回報，如銀行會因提供資料予其他人士而獲得金錢或其他財產的回報，銀行會於以上(2)分段所述徵求客戶同意或不反對時如是通知客戶。
如客戶不希望銀行如上述使用其資料或其資料提供予其他人作直接促銷用途，客戶可通知銀行行使其選擇權拒絕促銷。
7. 根據條例中的條款及該條例核准及發出的個人信貸資料實務守則，任何客戶有權：
 - (1) 查核銀行是否持有其個人的資料及查閱該等資料；
 - (2) 要求銀行改正任何有關他的不準確的資料；
 - (3) 查明銀行對資料的政策及慣例和獲告知銀行持有其個人資料的類別；
 - (4) 在與個人信貸有關的情況下，要求獲告知那此資料會例行向信貸調查機構或債務追收代理披露，及獲取銀行提供進一步資料，以便向有關信貸調查機構或債務追收代理提出查閱及改正資料的要求；及
 - (5) 於悉數清償欠款並終止信貸，指示銀行要求該信貸調查機構，在其信貸資料庫中刪除該等已終止信貸的資料，惟是項指示須於結束帳戶後五年內發出，且該帳戶在緊接結束之五年內，並無拖欠超過六十天的還款記錄。假如該帳戶有拖欠還款逾60天的記錄，信貸調查機構可以保留有關記錄，直至欠款悉數清償之日起計滿五年為止，或銀行接獲解除破產令生效日期起計滿五年為止，以較早發生者為準。
8. 根據條例的條款，銀行有權就處理任何查閱資料的要求收取合理費用。
9. 任何關於查核或改正資料，或索取關於資料政策及實務或所持有的資料種類的要求，應向下列人士提出：
資料保護主任
臺灣土地銀行股份有限公司香港分行
香港九龍尖沙咀廣東道25號
港威大廈一座31樓3101-6室
電話：2581 0788
傳真：2581 0777
10. 銀行或向信貸調查機構查閱客戶信貸報告以考慮客戶之任何信貸安排申請，客戶希望索取有關信貸報告，銀行將會提供信貸調查機構的聯絡資料。
11. 本通知不會限制客戶在個人資料（私隱）條例下所享有之權利。
12. 客戶明白海外分行資訊系統及其伺服器之建置維護是由本行位於臺灣的總行進行維護並同意及授權本行可於任何時間將海外分行資訊系統及其伺服器之建置維護外判予任何由本行以絕對的酌情權力不時指定的服務供應商進行維護，然而不論海外分行資訊系統及其伺服器之建置維護於香港境內或境外，本行會採取合理及可行的步驟以確保客戶資料之安全及保安。
13. 本行及總行將會遵循香港相關法規之要求，保障客戶資料的機密與安全，對客戶的權利義務將無任何影響。總行不會提供客戶之任何資料給臺灣之監管機關(如金管會、國稅局、檢察機關及法院)，且上述機構除取得客戶同意外，亦不會對存放在臺灣的資料進行調閱。

附註：中、英文版本如有任何歧異，概以英文版本為準。
日期：2014年3月



臺灣土地銀行

香港分行

LAND BANK OF TAIWAN Hong Kong Branch

Land Bank of Taiwan Co., Ltd. Hong Kong Branch (the "Bank")

Notice to Customers relating to the
Personal Data (Privacy) Ordinance (the "Ordinance")

1. From time to time, it is necessary for customers to supply the Bank with data connection with the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of banking services or compliance with any laws or guidelines issued by regulatory or other authorities.
 2. Failure to supply such data may result the Bank being unable to open or continue accounts or establish or continue banking facilities or provide banking services or comply with any laws or guidelines issued by regulatory or other authorities.
 3. It is also the case that data are collected from customers in the ordinary course of the continuation of the banking relationship, for example, when customers write cheques or deposit money or apply for credit. This includes information obtained from credit reference agencies.
 4. The purposes for which data relating to a customer may be used are as follows:
 - (1) the daily operation of the services and credit facilities provided to customers;
 - (2) conducting credit checks [including without limitation upon the time of application (including mortgage loan) for credit and at the time of regular or special review's which normally will take place one or more times each year];
 - (3) creation and maintaining the Bank's credit scoring and risk related models;
 - (4) assisting other financial institutions to conduct credit checks and collect debts;
 - (5) ensuring ongoing credit worthiness of customers;
 - (6) designing financial services or related products for customers' use;
 - (7) marketing the following services and products (in respect of which the Bank may or may not be remunerated):
 - (i) financial, insurance, credit card, banking and related services and products;
 - (ii) reward, loyalty or privileges or co-branding programmes and related services and products; and
 - (iii) services and products offered by the Bank's co-branding partners (the names of such co-branding partners can be found the application form(s) for the relevant services and products, as the case may be); and these services or products may be provided, solicited and / or marketed by:
 - (a) the Bank and/or the Bank's group companies;
 - (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (c) third party reward, loyalty or privileges or co-branding programmes providers;
 - (d) co-branding partners of the Bank and the Bank's group companies (the name of such co-branding partners be provided during application of the relevant services and products, the case may be); and
 - (e) donations and contributions for charitable and/or non-profit making purposes.
 - (8) determining the amounts of indebtedness owed to or by customers;
 - (9) collection of amounts outstanding from customers and those providing security for customers obligations;
 - (10) meeting the requirements to make disclosure under the requirements of any law binding on the Bank or any of its branches or under and for the purposes of any guidelines issued by regulatory or other authorities with which the Bank or any of its branches are expected to comply;
 - (11) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of the customer to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation; and
 - (12) purposes relating thereto.
 5. Data held by the Bank relating to a customer will be kept confidential but the Bank may provide such information to the following parties (whether within or outside Hong Kong SAR) for the purposes set out in paragraph 4:
 - (1) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Bank in connection with the operation of its business;
 - (2) any other person under a duty of confidentiality to the Bank including a group company of the Bank which has undertaken to keep such information confidential;
 - (3) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer or a person making any payment into the customer's account (by providing a copy of a deposit confirmation slip which may contain the name of the customer);
 - (4) credit reference agencies, and, the event of default, to debt collection agencies;
 - (5) any person to whom the Bank is under an obligation to make disclosure under the requirements of any law binding on the Bank or any of its branches or under and for the purposes of any guidelines issued by regulatory or other authorities with which the Bank or any of its branches are expected to comply;
 - (6) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the customer; and
 - (7)
 - (i) the Bank's group companies;
 - (ii) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (iii) third party reward, loyalty and privileges programme providers;
 - (iv) co-branding partners of the Bank and the Bank's group companies (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be);
 - (v) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Bank engages for the purposes set out in paragraph 4 (7); and
 - (vi) charitable or non-profit making organizations.Such information may be transferred to a place outside Hong Kong.
 6. Use of Data in Direct Marketing

The Bank may use a customer's data in direct marketing and the Bank requires the customer's consent (which includes an indication of no objection) for that purpose.

 - (1) The bank may use the name, contact details, products and other service portfolio information, transaction pattern and behaviour, financial background and demographic data of a customer held by the Bank from time to time.
 - (2) The Bank may provide the above data to all or any of the persons described in paragraph 5 (7) for use by them in marketing those services, products and subjects and the Bank requires the customer's written consent (which includes an indication of no objection) for that purpose.
 - (3) The Bank may receive money or other property in return for providing the data to the other persons sub-paragraph (2) above and, when requesting the customer's consent or no objection as described in sub-paragraph (2) above, the Bank will inform the customer if it will receive any money or other property in return for providing the data to the other persons.

If a customer does not wish the Bank to use or provide to other persons his data for use in direct marketing as described above, the customer may exercise his opt-out right by notifying the Bank.
 7. Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data approved and issued under the Ordinance, any customer has the right:
 - (1) to check whether the Bank holds data about him and of access to such data;
 - (2) to require the Bank to correct any data relating to him which is inaccurate;
 - (3) to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank;
 - (4) in relation to consumer credit, to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further Information to enable the making Of an access and correction request to the relevant credit reference agency or debt collection agency; and
 - (5) in relation to data which has been provided by the Bank to a credit reference agency, to instruct the Bank upon termination of an account by full repayment to make a request to the credit reference agency to delete such data from its database, as long as the instruction is given within five years of termination and on condition that at no time did the account have a default of payment lasting in excess of 60 days within 5 years immediately before account termination. In the event the account has had a default of payment lasting in excess of 60 days the data may be retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default or five years from the date of discharge from a bankruptcy as notified to the Bank, whichever is earlier.
 8. In accordance with the terms of the Ordinance, the Bank has the right to charge a reasonable fee for the processing of any data access request.
 9. The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed is as follows:

The Data Protection Officer
Land Bank of Taiwan Co., Ltd. Hong Kong Branch
Unit 3101-6, 31st FL, Tower 1, The Gateway,
25 Canton Road, Tsimshatsui, Kin., H.K.
Telephone: (852) 2581-0788
Fax: (852) 2581-0777
 10. The Bank may have obtained a credit report on the customer from a credit reference agency in considering any application for credit. In the event the customer wishes to access the credit report, the Bank will advise the contact details of the relevant credit reference agency.
 11. Nothing in this Notice shall limit the rights of customers under the Personal Data (Privacy) Ordinance.
 12. The Customer acknowledges that the maintenance of the Overseas Branch Information System and its servers are undertaken by the Bank's Headquarter situated in Taiwan, and agrees and authorizes that the bank may contract out the maintenance of the Overseas Branch Information System and its servers to any service provider(s) as the Bank may, in its absolute discretion, nominate from time to time. The Bank shall take reasonable and practicable steps to ensure the safety and security of the data of the Customer, irrespective of whether the Overseas Branch Information System or its servers are operated or its maintenance takes place in Hong Kong or overseas.
 13. The Bank and the Bank's Headquarter in Taiwan will comply with the relevant laws and regulations of Hong Kong to protect the confidentiality and security of Customer data without prejudice to the rights and obligations of the Customer. The Bank's Headquarter in Taiwan will not provide any Customer information to the regulatory authorities in Taiwan, such as Financial Supervisory Commission, National Tax Administration, prosecuting authorities and courts. The said institutions will not be able to access the data stored in Taiwan without the consent of the Customer.
- Notes: In case of discrepancies between English and Chinese versions, the English version shall apply and prevail.
- March 2014

臺灣土地銀行香港分行 辦理人民幣業務風險預告書

由於目前人民幣進出大陸地區仍須受大陸當地相關法規的限制，客戶辦理本項業務可能面臨下列風險：

一、客戶應注意其原持有人民幣資產或負債可能因法令之變更，導致必須改以其他貨幣作為收、付的工具：

- 1、客戶原持有之人民幣資產、負債或因交易而產生之給付義務均可能因法令之變更導致影響人民幣資金在市場的供需或交易之清算交割，雖本行業對原已受理之人民幣案件之後續作業，仍積極、盡力尋求其他解決管道及方式，但必要時有將依當時之市場匯率，改以其他幣別取代之可能性。

例如：2010 年 10 月香港地區因跨境貿易結算量暴增，導致貿易結算兌換安排超過限額而暫停運作，大陸當地主管單位針對參加行之清算帳戶調整其部位最低或最高之限制，或要求參加行之清算帳戶應維持之最低保留金額，或調整清算帳戶之利率，均會影響銀行人民幣業務之操作，導致人民幣資金來源或去路之管道減少甚至中斷。

- 2、客戶辦理人民幣授信業務時，應考量貸款到期時本身人民幣資金之還款能力，若屆期無法以人民幣還款而須以其他外幣還款時，客戶可能面臨匯兌風險。
- 3、客戶辦理人民幣授信業務，雖與本行於消費借貸契約中約明借款金額或額度，惟囿於法令限制，致本行未能撥款時，客戶將受有資金短缺之風險；如改以其他外幣撥款，客戶可能因匯率波動而衍生匯差風險。

二、客戶應充分瞭解人民幣進出大陸地區時將受到當地法令限制：

- 1、因大陸當地之法令可能隨時變更，故客戶辦理大陸地區人民幣匯出及匯入者，若不符合大陸當地所規定之身分資格者，其人民幣資金不得任意進出大陸地區。倘若客戶將人民幣資金匯往大陸地區，但因前述原因，導致人民幣匯款不能送達時，本行將協助辦理退匯，但其所需之郵電費及國外銀行收取之費用均由客戶負擔，且直接自匯款金額中和除。
- 2、客戶辦理人民幣貸款如擬在大陸地區使用，客戶須先取得大陸當地主管機關批准相關人民幣資金得在大陸匯入及匯出，並遵守大陸現行外債管理規定辦理外債登記，如因客戶未依大陸相關法令辦理，以致已撥付之人民幣無法匯往大陸支應需求或遭退匯時，其所衍生之借款利息及相關費用均由客戶自行負擔。

三、客戶應充分瞭解人民幣仍會受匯率波動之影響衍生其交易之風險及評價損失：

鑑於影響市場變動因素甚多，導致匯率波動幅度可能極大，客戶從事人民幣相關交易，可能因市況起伏不定或特殊情事發生，導致客戶之交易風險或評價損失。爰客戶於從事該筆交易前，應考量本身財務狀況及承受風險之能力，並充分瞭解該筆交易所涉財務、會計、稅制及相關法律規定；客戶明瞭並願意自行承受因進行交易所可能衍生之交易風險及損失。

四、客戶同意倘大陸地區、香港地區當地監管當局或清（結）算行等相關單位，要求銀行提供

跨境貿易之相關交易證明文件或資料時，銀行得逕予提供。

五、客戶在辦理本項業務前應確認，已充分瞭解上述有關人民幣業務之應注意事項及其潛在風險。

六、本風險預告書於客戶聲明已充分知悉後，分由客戶及本行各存執1份。

※貴客戶於簽署上開風險預告書暨資料使用同意書前，對相關事宜如有疑問，請逕洽本分行有關人員。

聲明人（本人）特此聲明對於前開「臺灣土地銀行香港分行辦理人民幣業務風險預告書」之內容業已詳細閱讀，並經 貴行相關人員詳細解說，聲明人（本人）已充分瞭解其意涵及相關風險，且願意自行承擔因進行人民幣業務之相關交易所衍生之損失及費用，絕不以對風險認知不足或其他理由，而要求 貴行負擔任何責任。

本人同意若身份變更(如由非香港居民身份轉為香港居民身份)，即通知貴行。

此致

臺灣土地銀行香港分行

聲明人（簽章）：

日期： 年 月 日

主 管	核 章

MANDATE AND INDEMNITY FOR EXECUTION OF FACSIMILE OR E-MAIL INSTRUCTIONS
委託傳真或電子郵件指示授權書

To: LAND BANK OF TAIWAN HONG KONG BRANCH (the "Bank", which expression shall include its successors and assigns)

致臺灣土地銀行香港分行(「貴行」, 此詞語包括貴行的繼承人及承受人)

I/We, the undersigned, hereby request the Bank, if it sees fit, to accept and act upon any instructions or requests whether by facsimile or e-mail

立授權書人「授權人」特此要求貴行(如貴行認為合適)接受並執行授權人發出的任何傳真或電子郵件指示及/或要求「指示」

In consideration of the Bank agreeing from time to time to consider to accept the instructions or requests whether by facsimile or e-mail. I/We acknowledge, accept and agree that use of such instructions or requests involves some risks, in particular, that instructions or requests whether by facsimile or e-mail may be given by unauthorized persons and/or for dishonest purposes. I/We also hereby agree and undertake as follows:

鑑於貴行同意不時接受傳真或電子郵件指示/或要求的考量, 授權人確認、接受及同意使用傳真或電子郵件指示及/或要求存在若干風險, 尤其是傳真或電子郵件指示可能由未經許可人士發出及/或作不誠實之用途, 授權人亦特此同意及承諾如下:

1. Transactions and dealings effected by using instructions or requests whether by facsimile or e-mail are subject to the terms and conditions contained herein. All other terms and conditions governing the relevant accounts、transaction、dealings、services、products、information、goods、benefits or privileges shall continue to apply but where there is discrepancy, this Mandate shall prevail for the purpose of the instructions or requests whether by facsimile or e-mail.

使用傳真或電子郵件指示/或要求進行交易及買賣均受本文所載條款及細則規範, 凡相關帳戶交易、買賣、服務、產品、資訊、利益或特權等有關的其他條款及細則, 將會繼續適用, 但如有任何歧異, 就傳真或電子郵件指示/或要求而言應以本授權書為準。

2. I/We shall bear all risks arising from any instructions or requests whether by facsimile or e-mail received by the Bank, and the Bank shall have no liability or responsibility whatsoever provided that the Bank has acted in good faith. The Bank shall not be responsible for any matters beyond its control, including, but not limited to, any error, failure or breakdown in any equipment or interface with or interception of any transmission.

授權人將會承擔因貴行所收取任何傳真或電子郵件指示/或要求而產生的一切風險, 而貴行毋需承擔任何債務或責任, 惟貴行必須本著誠信原則作業, 貴行毋須為貴行控制範圍以外的任何事宜負責, 包括(但不限於)任何設備或轉接介面所產生的錯誤失靈與故障或傳輸被攔劫等。

3. All instructions or requests whether by facsimile or e-mail must bear a signature or signatures which, in the opinion of the Bank, correspond to those of the duly authorized signatory or signatories appointed by me/us in my /our current mandate.

凡傳真或電子郵件指示/或要求必須載有簽章, 其簽章必須, 依貴行之意見為準, 與貴行留存授權人之約定書上所載被授權簽章人之簽章樣式相符。

4. The Bank will only act on the instructions or requests whether by facsimile or e-mail insofar as they are in the Bank's opinion practicable and reasonable to do so and in accordance with its regular business practices and procedures. I/We undertake to provide such information as the Bank may from time to time reasonably request for the purposes of acting upon the instructions or requests whether by facsimile or e-mail.

若貴行認為傳真或電子郵件指示/或要求確實可行及合理, 方可依據貴行的一般業務慣例及程序按照有關傳真或電子郵件指示/或要求作業; 鑑於傳真或電子郵件指示/或要求作業需要, 授權人承諾願隨時提供相關合理資料予貴行。

5. The Bank may at any time in its absolute discretion, require confirmation of any or all of the instructions or requests whether by facsimile or e-mail. The Bank also reserves the right at any time, at its absolute discretion, to refuse to carry out any instructions or requests whether by facsimile or e-mail given by me/us without prior notice thereof, without giving any reason thereof and without being responsible for any loss or damage suffered by me/us thereby arising. In any such case, the Bank may at its sole discretion, cancel or otherwise determine the disposal of the instructions or requests whether by facsimile or e-mail as it sees fit.

貴行可隨時有權酌情決定要求確認任何或所有傳真或電子郵件指示/或要求; 貴行亦保留可隨時有權酌情決定拒絕執行任何授權人發出的傳真或電子郵件指示/或要求的權利, 毋須預先通知, 亦毋須給予任何拒絕理由, 亦毋須為授權人因而蒙受的任何損失或損害負責。在任何情況下, 貴行認為適宜時, 貴行可獨自酌情決定取消傳真或電子郵件指示/或要求或另行決定其處理方法。

MANDATE AND INDEMNITY FOR EXECUTION OF FACSIMILE OR E-MAIL INSTRUCTIONS
委託傳真或電子郵件指示授權書

6. Any instructions or requests whether by facsimile or e-mail given by me/us, once given, may not be rescinded or withdrawn without the consent of the Bank. All such instructions or requests given, as understood and acted on by the Bank in good faith, shall be irrevocable and binding on me/us whether given by me/us or by any person purporting to be me/us. All transactions or entries carried out by the Bank pursuant to the instructions or requests whether by facsimile or e-mail, once completed, shall be conclusive evidence of such transactions, entries and balance on my/our account(s).

Notwithstanding any rules imposed under any other Mandate signed by me/us regarding the Bank's monthly statement or similar statement, I/We cannot, under any circumstances, challenge the validity of such transactions or entries carried out by the Bank in accordance with the instructions or requests whether by facsimile or e-mail.

凡經授權人發出的傳真或電子郵件指示，一經發出如未得貴行同意，均不得撤銷或撤回所發出一切有關傳真或電子郵件指示/或要求(依貴行本著一切誠信作業後)，均不可撤銷，並對授權人具約束力，不論由授權人或任何聲稱是由授權人的人所發出者亦然；凡貴行依據傳真或電子郵件指示/或要求執行的交易或記錄於完成後，即為授權人帳戶內有關交易記錄及結餘的確證，儘管授權人就貴行的每月對帳單或類似對帳單所簽署的任何其他授權書載有任何規則，授權人在任何情況下，均不得質疑貴行按照傳真或電子郵件指示/或要求執行的交易或記錄的效力。

7. The Bank shall be under no duty to inquire into the authenticity of any instructions or requests whether by facsimile or e-mail or the identity or authority of the person transmitting or purporting to transmit any instructions or requests whether by facsimile or e-mail if the Bank is satisfied that such instructions or requests whether by facsimile or e-mail are given in accordance with the terms of this Mandate or any other Mandate signed by me/us regarding the operation of my/our account(s) with the Bank. The Bank may act on instructions or requests whether by facsimile or e-mail upon receipt and whether or not a hard copy of such instructions is subsequently received by the Bank by post, personal delivery or otherwise, unless an original hard copy is requested by the Bank.

若貴行接納傳真或電子郵件指示是按照本授權書的條款或任何其他由授權人就運作其於貴行開立之帳戶而簽署的授權書的條款發出，則貴行概無責任查證任何傳真或電子郵件指示/或要求的真確性，或任何傳送或聲稱傳送傳真或電子郵件指示/或要求的人的身份，或授權的真實性，貴行於收訖傳真或電子郵件指示/或要求後即可按傳真或電子郵件指示/或要求作業，除非貴行要求提交正本文件，否則不論隨後貴行有否收到以郵遞面交或其他方式送交的有關指示書面文件亦然。

8. The Bank may treat all instructions or requests whether by facsimile or e-mail given as fully authorized and binding on me/us regardless of the circumstances prevailing at the time of the instructions or requests being given or the nature or amount of the transaction and notwithstanding any error, misunderstanding, lack of clarity, fraud, forgery or lack of authority in relation to the instructions or requests whether by facsimile or e-mail and the Bank may act upon instructions or requests whether by facsimile or e-mail given to it so long as the Bank or any of its officers or employees believed the same to be genuine when given. The Bank shall not be liable to me/us for any losses sustained by me/us as a result thereof.

貴行可將所發出的所有傳真或電子郵件指示/或要求視為獲授權人之充份授權，及對授權人具約束力，不論發出指示時存在的情況，亦不論有關交易的性質及金額，即使有任何與傳真或電子郵件指示有關的錯誤、誤解、含糊、欺詐、偽冒或欠缺授權亦然；如貴行或其任何高級職員或僱員相信傳真或電子郵件指示/或要求於發出時，屬於真確，則貴行可按有關傳真或電子郵件指示/或要求作業，貴行毋須就授權人因而蒙受的任何損失而向授權人承擔任何責任。

9. The Bank may require that any instructions or requests whether by facsimile or e-mail should contain such identifying code or test as it may from time to time specify and I/We shall be responsible for any improper use of such code or test.

貴行可要求任何傳真或電子郵件指示/或要求須載有貴行慣常使用的識別碼或押碼，而授權人須為任何不當使用有關識別碼或押碼負責。

10. Proof of dispatch of the instructions or requests whether by facsimile or e-mail by me/us(or my/our authorized representative(s) if any) shall not constitute proof of receipt of such instructions or requests by the Bank. Instructions or requests whether by facsimile or e-mail shall not be considered to be received by the Bank unless they are given in such manner as the Bank may prescribe from time to time and until the Bank has actually received them. 授權人(或授權人的授權代表人(如有))發出傳真或電子郵件指示的證明，並不能構成貴行有收訖有關指示證明；除非係依據貴行訂明的方式

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發出，以及貴行實際收訖傳真或電子郵件指示/或要求，否則不得當作貴行收訖傳真或電子郵件指示/或要求處理。

11. I/We will fully indemnify the Bank and its officers, employees, agents and correspondents against all claims, demands, actions, proceedings, damages, losses, costs and expenses which any third party may suffer or incur arising in any way out of anything done or omitted to be done pursuant to any instructions or requests whether given by facsimile or e-mail.

授權人將完全補償貴行及其高級職員、僱員、代理人及其相關人士所有由第三者因任何傳真或電子郵件指示或按該等傳真或電子郵件指示/或要求之作業引起的索賠、要求、訴訟、法律程序、損害、損失、費用及支出。

12. I/We shall ensure that there are sufficient funds or pre-arranged credit available in the relevant account before giving any instruction or request whether by facsimile or e-mail with respect to such account. The Bank shall not be liable for any consequence arising out of the failure on the part of the Bank to execute any instructions or requests whether by facsimile or e-mail due to insufficiency and/or non-availability of funds or pre-arranged credit.

授權人將會確保有關帳戶內有充足資金，或預先安排融資後才會發出有關帳戶的傳真或電子郵件指示/或要求，若貴行因帳戶存款不足及/或並無可用資金或無預先安排融資，而未有執行任何傳真或電子郵件指示/或要求則貴行無須為因而產生的後果承擔任何責任。

13. The Bank may revise this Mandate and/or introduce additional terms and conditions at any time and from time to time. Any revision and/or addition to this Mandate shall become effective subject to the Bank giving reasonable notice to me/us which may be given by post, advertisement or other means as the Bank thinks fit, and shall be binding on me/us.

貴行可隨時修訂本授權書及/或引入增訂條款及細則，本授權書的任何有關修訂及/或增訂均視為具約束力文件，惟貴行須以郵遞刊登廣告或其他貴行認為合適的方式向授權人發出合理通知。

14. This Mandate shall remain in full force and effect until the Bank receives and has a reasonable time to act on, a notice of termination in writing duly signed by me/us, save that such termination shall not release me/us or any of us from any liability under the terms of this Mandate in respect of any act performed by the Bank pursuant to any instructions or requests whether by facsimile or e-mail given by me/us before the expiry of such time.

在貴行收到授權人簽署的書面終止通知，並獲得合理時間依據該通知作業之前，本授權書依然具有全部效力及作用，但終止事宜並未解除授權人依據本授權書的條款，因貴行於上述通知期限屆滿前，按照授權人所發出任何傳真或電子郵件指示/或要求執行任何作為所需承擔的任何責任。

15. (a) Where the account in question is a joint account, the reference in this Mandate to "I/we" or me/us shall be deemed to mean all and each of the joint account holders. I/We shall be bound by this Mandate and be jointly and severally liable for all the transactions and dealings effected by giving the instructions or requests whether by facsimile or e-mail.

(b) References to "I/we", "me/us" or "mine/ours" shall include my/our successors.

(a) 若有關帳戶是一個聯名帳戶，凡於本授權書中提述授權人，應指所有及每位聯名持帳人，授權人受本授權書約束，並就所發出傳真或電子郵件指示/或要求進行的一切交易及買賣而共同及個別承擔責任。

(b) 凡提述授權人，應包括授權人的繼承人。

16. Without limiting any general or banker's lien, right of set-off or other right to which the Bank may be entitled, the Bank shall have the right and is authorized to the fullest extent permitted by law, without notice to me/us or to any other person, to set-off and appropriate any credit balance in any currency on any account (whether subject to notice or not and whether matured or not) of mine/ours or of any other person with the Bank in Hong Kong or elsewhere to which I/we may be beneficially entitled, whether alone or jointly, against any of my/our liabilities to the Bank under this agreement. The Bank is authorized to purchase with the money standing to the credit of any such account any other currencies as may be necessary for this purpose.

在不限制貴行所享有的任何一般及銀行抵押權、抵銷權或其他權利的情況下，貴行有權並獲授權在法律准許的最大範圍內，毋需通知授權人或任何其他人士即可抵銷和運用授權人在貴行開立的任何帳戶或授權人在香港或其他地方單獨或共同實益擁有的任何幣別帳戶存款餘額抵銷或撥付本協議所載授權人所欠貴行的任何債務；貴行並獲授權運用有關帳戶存款餘額購買因此目的所需的任何其他貨幣。

MANDATE AND INDEMNITY FOR EXECUTION OF FACSIMILE OR E-MAIL INSTRUCTIONS
委託傳真或電子郵件指示授權書

17. No failure or delay by the Bank in exercising any right, power or remedy hereunder shall be a waiver thereof. Rights, powers and remedies herein do not exclude those provided by law. If any form or condition herein becomes illegal, invalid or unenforceable, then the remaining terms and conditions shall not be prejudiced thereby.

如貴行未有或延遲行使本授權書所載的任何權利、權力或補償，並不當作放棄有關權利、權力或補償。本授權書所載的權利、權力或補償，並不排除法律規定的權利、權力或補償。若本授權書所載的任何表格或條款構成違法、失效或不可執行，則其他條款及細則不會因而受到損害。

18. (a) This Mandate shall be governed by and construed in accordance with the laws of the HKSAR

(b) We submit to the non-exclusive jurisdiction of the Courts of the HKSAR but this Mandate may be enforced in the Courts of any competent jurisdiction.

(a) 本授權書受香港特別行政區法律管轄並按其詮釋。

(b) 授權人願受香港特別行政區法院的非專屬司法管轄權，但可在任何具司法管轄權的法院執行本授權書。

19. I/We agree that the Chinese translation is for reference only and shall not apply in the construction of this authority. The English version of this Mandate shall prevail for all purposes.

授權人同意本授權書中文譯本僅供參考，並不適用於本授權的詮釋。在一切用途上，均以本授權書的英文本為準。

Dated the _____ day of _____,

Signature(s) of the Account Holder(s)/ Authorized person(s)

持帳人/授權人士簽署

(I/We have reviewed the terms and conditions of this Mandate at the time of signing)

(授權人已於簽訂本授權書時審閱全部內容)

Land Bank of Taiwan Co. Ltd. Hong Kong Branch
Individual/Controlling Person - Self Certification Form (FATCA and CRS)

臺灣土地銀行股份有限公司香港分行
個人/控制人-自我聲明表格(FATCA 與 CRS)

Please read these instructions before completing the form.

請於填寫表格前先閱讀以下說明

Regulations based on Foreign Account Tax Compliance Act (“FATCA”) and Organisation for Economic Co-operation and Development (“OECD”) Common Reporting Standard (“CRS”) require financial institutions to collect and report certain required information based on an individual account holder’s or controlling person of an entity account holder’s tax residency status.

根據“外國帳戶稅收遵從法”(「FATCA」)和經濟合作暨發展組織(「OECD」)共同申報準則(「CRS」)之規定，要求金融機構按照帳戶持有人或法人帳戶之控制人的納稅居住地收集及匯報若干所需資料。

Each jurisdiction has its own rules for defining tax residence. In general, tax residence is the country in which you live. Special circumstances (such as studying abroad, working overseas, or extended travel) may cause you to be resident elsewhere or resident in more than one country at the same time (multiple tax residencies). The country/countries in which you pay income tax are likely to be your country/countries of tax residence. For more information on tax residence, please consult your tax adviser or the information at the following link for FATCA and CRS at <https://www.irs.gov/> and <http://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/> respectively.

每個稅務管轄區均按其本身的規則釐定稅籍的定義。一般來說，您的稅籍是您所居住的國家。若干特別情況(如出國留學，在海外工作或長期旅行)可能導致您成為其他地方的居民，或同時成為超過一個國家的居民(多重居民地)。您繳納所得稅的國家可能是您所屬的稅籍，相關稅籍詳情，請諮詢您的稅務顧問，或瀏覽下列有關 FATCA 或 CRS 網頁的資料：<https://www.irs.gov/>和 <http://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/>。

If your tax residency status (or that of account holder/controlling person, if you are completing the form on his/her behalf) is located outside of the country in which this account is maintained, Land Bank of Taiwan, Hong Kong Branch (“LBOTHK” or “we”) may be legally obliged to pass on the information in this form and other financial information with respect to the financial accounts to the tax authorities in the country where we are located and/or US Internal Revenue Service. The aforementioned information may then be shared between different countries’ tax authorities.

如果您的稅籍位於此設立帳戶的國家之外(或您代表帳戶持有人/控制人填寫之稅籍)，臺灣土地銀行香港分行(以下稱「土銀香港分行」)在法律上可能有責任把此自我聲明表格內的資料及與帳戶持有人的金融帳戶有關的其他金融資料，轉交予當地稅務機關及/或美國國稅局。前述資料之後可能被不同國家間之稅務機關分享。

This form will generally remain valid unless there is a change in circumstance relating to your tax residency status. You must notify us within 30 days if there is a change in circumstance that makes any of the information provided in this form incorrect or incomplete and provide an updated self-certification form.

一般來說，此自我聲明表格屬永久有效，直至帳戶持有人之稅籍出現變動為止。若具有任何導致此自我聲明表格所提供的資料不實或不完整的變動，請於 30 日內通知我們，並提供最新的自我聲明表格。

This form is intended to request information only where such request is not prohibited by applicable local law or regulations. 此自我聲明表格僅做為要求提供資料之用，而相關要求不受當地法律或法規禁止。

As a financial institution, we are not allowed to give tax or legal advice.

身為一家金融機構，我們不得提供相關稅務或法律意見。

If you have any questions about this form, these instructions, or defining your tax residency status, please speak to your tax adviser or domestic tax authority.

若您對此自我聲明表格之內容與說明或對您的稅籍有任何疑問，請諮詢您的稅務顧問或當地稅務機關。

Filing Instruction

文件說明

Please use this form:

請使用此份自我聲明表格

- **If you are an individual/joint account holder, or sole proprietor opening a new account with us, holding an existing account with us, or you are notifying us of a change in circumstances. Please complete Section 1, 2, 3 and 5; or**

若您為個人/聯名帳戶持有人，或自營業主開立新帳戶、持有現有帳戶、或通知情況變更，請填寫第 1、2、3 及 5 部分；或

- **If you are a controlling person of a passive non-financial foreign entity under FATCA, or controlling person of a passive non-financial entity / an investment entity located in a non-participating jurisdiction managed by another financial institution under CRS (such individuals referred to as “Controlling Person(s)”) and you are either opening a new account with us, holding an existing account with us or you are notifying us of a change in circumstances. Please complete all sections.**

若您是 FATCA 或 CRS 下的「非實質營運之非金融機構法人」的控制人，或「非 CRS 稅務管轄區被專業管理之投資法人」的控制人，則當您開立新帳戶、持有現有帳戶、或通知情況變更時，請完成所有部分。

The below is only applicable to controlling person of an entity account holder:

以下僅適用於法人帳戶的控制人

Since you are a Controlling Person, please provide your information in the below sections.

由於您是控制人，故請提供以下資料。

Generally, a controlling person is a natural person that holds not less than 25% of the shares of the entity or otherwise exercises ultimate control of an entity. For further guidance see: <http://www.oecd.org/tax/automatic-exchange/common-reporting-standard/common-reporting-standard-and-related-commentaries/#d.en.345314>.

一般而言，控制人為自然人，且持有不少於 25% 的法人股份或對該法人具有最終控制權，詳細資訊可詳：
<http://www.oecd.org/tax/automatic-exchange/common-reporting-standard/common-reporting-standard-and-related-commentaries/#d.en.345314>.

If you are the entity account holder filling in this form on behalf of your controlling persons:

若您是法人帳戶持有人，請代表您的控制人填寫此自我聲明表格：

Please tell us in what capacity you are signing in Section 5. For example, you may be the custodian or nominee of an account on behalf of the account holder, or you may be completing the form under a power of attorney.

請於第 5 部分說明您的代表身分。例如，您可能以保管機構或被委任人的身分代表帳戶持有人，或依據授權書填寫此份自我聲明表格。

Section 1: Account Holder/Controlling Person Identification**第 1 部分：個人帳戶持有人/控制人的身分識辨資料****Account Holder/Controlling Person Name 帳戶持有人/控制人之姓名：**

Title (e.g. Mr, Mrs, Ms, Miss) _____

稱謂（例如：先生、太太、女士、小姐）

Last Name or Surname 姓氏 _____

First or Given Name 名字 _____

Middle Name(s) 中間名 _____

☐ **Hong Kong (Permanent) Identity Card Number:** _____
香港身分證號碼☐ **Passport Number:** _____
護照號碼**Nationality(ies) 國籍** _____**Current Residential Address 住宅地址：**_____
[Room/Flat/Block/Name of Building/Estate (if applicable)] 室/單位/座/大樓名稱（如適用）_____
[Street Number/Street Name] 街道號碼/名稱_____
[City, Town] 城市, 鎮 [State, Province or County] 州, 省或縣_____
[Postal/ZIP Code] 郵政編碼/郵遞區號碼 [Country] 國家**Mailing address (if different from above) 通訊地址（如通訊地址與住宅地址不同，填寫此欄）：**_____
[Room/Flat/Block/Name of Building/Estate (if applicable)] 室/單位/座/大樓名稱（如適用）_____
[Street Number/Street Name] 街道號碼/名稱_____
[City, Town] 城市, 鎮 [State, Province or County] 州, 省或縣_____
[Postal/ZIP Code] 郵政編碼/郵遞區號碼 [Country] 國家**Place of birth 出生地點：**_____
[Town or City of Birth] 鎮/城市 [Country of Birth] 國家**Date of birth (yyyy/mm/dd) 出生日期（年/月/日）：** _____

Section 2: FATCA Declaration**第 2 部分：FATCA 聲明**

Please answer the following question in order to confirm your status under the tax laws and regulations of the United States.

請回答以下問題，以確認您在美國稅法下的狀態。

Are you a United States citizen/ United States resident/ United States Permanent Resident Alien (i.e. a so-called U.S. green card holder)

您是美國公民/美國居民/美國永久居民外國人（即所謂的美國綠卡持有人）

☐ Yes - Please provide U.S. Taxpayer Identification Number ("TIN") _____

是-請提供美國 稅籍編號(TIN)

☐ No

否

Note: A U.S. citizen or tax resident refers to people who is an American (holds a U.S. passport), a green card holder, or people who stay in the U.S. for over 183 days in a year, or who stay in the U.S. for over 31 days in the current year and 183 days during the 3 year period that includes the current year and the 2 years immediately before. To satisfy the 183 days requirement, count:

- All of the days you were present in the current year, and
- One-third of the days you were present in the first year before the current year, and
- One-sixth of the days you were present in the second year before the current year.

註：美國公民及美國居民係指具有美國國籍者、具有美國永久居留權(綠卡)者，以及當年度入境美國並居留 183 天以上者，或當年度實際居留美國 31 天以上且往前推算三年內居留天數之加權平均達 183 天者。『加權平均』係以報稅年度及前二年在美居留天數「加權」計算，當年度在美國實際居留天數 x 1 + 前一年度在美國實際居留天數 x 1/3 + 前二年度在美國實際居留天數 x 1/6。

Section 3: CRS Declaration of Tax Residency (Please note you must list all tax residencies)**第 3 部分：CRS 稅籍聲明（請注意，您必須列出所有稅籍）**

Please indicate **ALL** (not restricted to five) the account holder/controlling person's jurisdiction of tax residence and associated TIN.

請註明所有（不限於 5 個）的稅務管轄區及稅籍編號。

Country/Jurisdiction of Tax Residence 國家/稅務管轄區	TIN (If no TIN available, please enter the reason) 稅籍編號(無法提供稅籍編號者，請說明原因)
1.	
2.	
3.	
4.	
5.	

Section 4: Type of Controlling Person

第 4 部分：控制人類別

Type of Entity 法人類別	Please confirm what type of Controlling Person applicable under CRS 請確認 CRS 下之控制人類別	Please Tick all that apply 請勾選所有適用選項	Entity Name 法人名稱
Legal Person 法人	Individual who has a controlling ownership interest (i.e. not less than 25% of issued share capital) 擁有控制股權的個人（即擁有不少於百分之二十五的已發行股本）		
	Individual who exercises control/is entitled to exercise control through other means (i.e. not less than 25% of voting rights) 以其他途徑行使控制權或有權行使控制權的個人（即擁有不少於百分之二十五的表決權）		
	Individual who holds the position of senior managing official/ exercises ultimate control over the management of the entity 擔任該法人的高級管理人員/對該法人的管理行使最終控制權的個人		
Trust 信託	Settlor 財產授予人		
	Trustee 受託人		
	Protector 保護人		
	Beneficiary or member of the class of beneficiaries 受益人或某類別受益人的成員		
	Other (e.g. individual who exercises control over another entity being the settlor/trustee/protector/beneficiary) 其他（例如：如財產授予人/受託人/保護人/受益人為另一法人，對該法人行使控制權的個人）		
Legal Arrangement other than trust 除信託以外的法律安排	Individual in a position equivalent/similar to settlor 處於相等/相類於財產授予人位置的個人		
	Individual in a position equivalent/similar to trustee 處於相等/相類於受託人位置的個人		
	Individual in a position equivalent/similar to protector 處於相等/相類於保護人位置的個人		
	Individual in a position equivalent/similar to beneficiary or member of the class of beneficiaries 處於相等/相類於受益人或某類別受益人的成員位置的個人		
	Other (e.g. individual who exercises control over another entity being equivalent/similar to settlor/trustee/protector/beneficiary) 其他（例如：如處於相等/相類於財產授予人/受託人/保護人/受益人位置的人為另一法人，對該法人行使控制權的個人）		

Section 5: Declaration and Undertakings

第 5 部分：聲明和簽署

I acknowledge and understand and consent to the use that (a) the information contained in this self-certification is collected and may be kept by LBOTHK for the purpose of automatic exchange of financial account information, and (b) such information and information regarding the account holder/controlling person and any reportable account(s) may be reported by LBOTHK to the tax authority of the country/jurisdiction in which this account(s) is/are maintained and/or US Internal Revenue Service and exchanged with tax authorities of another country/jurisdiction or countries/jurisdictions in which the account holder/controlling person may be tax resident pursuant to the legal provisions or intergovernmental agreements for exchange of financial account information. 本人知悉及同意土銀香港分行 (a) 收集本表格所載資料並可備存作自動交換財務帳戶資料用途及 (b) 把該等資料和關於控制人及任何須申報帳戶的資料向當地稅務機關及/或美國國稅局申報，從而把資料依法令規定或政府間協議交換予本人所屬之稅務管轄區的稅務機關。

I undertake to advise LBOTHK and provide a suitably updated self-certification form within 30 days of the occurrence of any change in circumstances which causes any of the information contained in this form to be incorrect or incomplete.

本人承諾，如情況有所改變，以致本表格所載的資料不正確或不完整，本人會在情況發生改變後 30 日內，提供一份已適當更新的自我聲明表格予土銀香港分行。

I declare that the information provided and statements made in this form are, to the best of my knowledge and belief, true, correct and complete.

本人聲明就本人所知所信，本表格內所填報的所有資料和聲明均屬真實、正確和完整。

I hereby provide the following which details the reason(s) for inconsistency in the declaration versus other information provided:

就本聲明與所提供之資訊不一致之處，本人提供以下理由：

Account Holder/Controlling Person/Authorized Person signature:

帳戶持有人/控制人/授權人簽名

[Signature] 簽署

[Print name] 姓名

[Date (yyyy/mm/dd)] 日期 (年/月/日)

Note: If you are not the account holder/controlling person, please indicate the capacity in which you are signing the form. If signing under a power of attorney please also attach a certified copy of the power of attorney.

注意：若您不是第 1 部分所述的個人/控制人，請簡述簽署人之身分。如果你是以授權人身分簽署這份表格，請提供該授權書之影本

Capacity in which declaration is made: 簽署人之身分

WARNING: It is an offence under section 80(2E) of the Inland Revenue Ordinance if any person, in making a self-certification, makes a statement that is misleading, false or incorrect in a material particular AND knows, or is reckless as to whether, the statement is misleading, false or incorrect in a material particular. A person who commits the offence is liable on conviction to a fine at level 3 (i.e. \$10,000).

警告：根據《稅務條例》第 80(2E)條，如任何人在作出自我聲明時，在明知一項陳述在要項上屬具誤導性、虛假或不正確，或罔顧一項陳述是否在要項上屬具誤導性、虛假或不正確下，作出該項陳述，即屬犯罪。一經定罪，可處第 3 級（即\$10,000）罰款。

自我證明表格內採用的名詞及措辭釋義

「帳戶持有人」

「帳戶持有人」指被維持該財務帳戶的財務機構列明為或識辨為帳戶的持有人的人士，不論該人士是否為過渡實體。所以，如果一個信託或遺產被列明為某財務帳戶的持有人或擁有人，則帳戶持有人是該信託或遺產，而非受託人、信託的擁有人或受益人。同樣地，如果一個合夥被列明為某財務帳戶的持有人或擁有人，則帳戶持有人是該合夥，而非合夥的合夥人。

除財務機構外，若有關人士以代理人、託管人、代名人、簽署人、投資顧問、中介人或合法監護人身份代其他人士持有財務帳戶，他不會被視為帳戶持有人。在這種情況下，帳戶持有人應為該其他人士。以一個家長與子女開立的帳戶為例，如帳戶以家長為子女的合法監護人名義開立，子女會被視為帳戶持有人。

聯名帳戶內的每個持有人都被視為帳戶持有人。

「主動非財務實體」

「主動非財務實體」指符合任何以下準則的非財務實體，總括而言，有關準則指：

- 符合相關收入及資產規定的主動非財務實體；
- 其股票被公開進行買賣的非財務實體；
- 政府實體、國際組織、中央銀行或其全權擁有的實體；
- 屬並非財務集團成員的控權非財務實體；
- 新成立的非財務實體；
- 正進行清盤或出現破產的非財務實體；
- 屬並非財務集團成員的財資中心；或
- 非牟利的非財務實體。

如符合任何以下準則，實體會被分類為主動非財務實體：

- (a) 在該年的對上一個公曆年或其他適當申報期，該非財務實體的總收入中少於 50% 屬被動收入；及在該公曆年或其他適當申報期內，該非財務實體持有的資產中，少於 50% 屬產生被動收入的資產，或屬為產生被動收入而持有的資產；
- (b) 該非財務實體的股票或該非財務實體的有關連實體股票，在某具規模證券市場中，被經常進行買賣；

- (c) 該非財務實體屬政府實體、國際組織、中央銀行或由一個或多於一個前述的實體 全權擁有的實體；
- (d) 該非財務實體的活動中，相當大部分是以下活動：持有一間或多於一間從事財務 機構業務以外的交易或業務的附屬公司的全部或部分已發行股份，或向該等附屬公司 提供資金及服務。但不包括以下情況：該實體以投資基金形式運作， 或顯示本身是投資基金，例如私人股權基金、創業資本基金、槓桿式收購基金，或以 下述活動為目標的投資工具：購買或資助任何公司， 然後為投資目的，持有該 等公司的權益作為資本資產；
- (e) 該非財務實體(「新成立的非財務實體」)尚未經營業務，亦沒有在過往經營業務， 及正出於經營財務機構業務以外的業務的意圖，而將資金投資於資產。但不包括 組成已超過 24 個月的非財務實體；
- (f) 該非財務實體在過往 5 年內並非財務機構，並且正對其資產進行清盤；或出於繼 續 或重新展開經營財務機構業務以外的業務的意圖，而進行重組；
- (g) 該非財務實體主要從事與該實體的屬並非財務機構的有關連實體進行融資及對 沖 交易， 或為該等有關連實體進行融資及對沖交易；但並沒有向並非其有關連 實體的任何實體，提供融資或對沖服務。而其有關連實體所屬的集團，主要從事 財務機構業務以外的業務；或
- (h) 該非財務實體符合以下所有要求(「非牟利的非財務實體」)：
 - (i) 該非財務實體在其居留司法管轄區成立和營運是純粹為了宗教、慈善、科 學、 藝術、文化、體育或教育的目的；或該非財務實體在其居留司法管轄 區 成立和營運，並且是專業組織、商業協會、總商會、勞工組織、農業或 園藝組織、文化協會，或純粹為了促進社會福利而營運的組織；
 - (ii) 該非財務實體在其居留司法管轄區獲豁免，而無須繳付入息稅；
 - (iii) 該非財務實體並沒有任何符合以下說明的股東或成員：對該實體的收入 或 資產， 擁有所有權權益或實益權益；
 - (iv) 該非財務實體的居留司法管轄區的適用法律，或該實體的成立文件，並不 准 許該實體的任何收入或資產，分配予私人或非慈善實體，或為私人或非 慈善實體的利益而運用該收入或資產，除非該項分配或運用是依據該實體 所進行的慈善活動而作出的；或作為支付已提供的服務的合理補償的；或

作為該實體以公平市值購買任何物業的付款的；及

- (v) 該非財務實體的居留司法管轄區的適用法律（或該非財務實體的成立文件）規定，該非財務實體一旦清盤或解散，其所有資產均須分配予某政府實體或其他非牟利組織，或須交還予該居留司法管轄區的政府，或該政府的政治分部。

「控權」

自然人對某實體的「控權」，通常透過其在實體的控制擁有權權益(典型地會按某個百分比(例如 25%)為基準)行使。如沒有自然人透過擁有權權益行使控制，該實體的控權人將會是透過其他方式對該實體行使控制的自然人；如沒有自然人識辨為透過擁有權權益對某實體行使控制，該實體的控權人將會設定為處於高級行政人員位置或對該實體的管理行使最終控制權的自然人。

「控權人」

「控權人」指對該實體行使控制權的自然人。就信託而言，「控權人」指屬該信託的財產授予人、受託人、保護人(如有的話)、受益人或某類別受益人的成員的個人；或任何自然人對該信託的管理行使最終控制權(包括透過一連串的控制或擁有權)。財產授予人、受託人、保護人(如有的話)、受益人或某類別受益人的成員的個人會被視為信託的「控權人」，不論該等人士是否對該信託的活動行使控制權。

如財產授予人、受託人、保護人或受益人為實體，財產授予人、受託人、保護人或受益人的「控權人」會被視為信託的「控權人」。

就並非信託的法律安排，「控權人」指相等於或處於一個相類於信託的人士。

「託管機構」

「託管機構」一詞指符合以下說明的實體：該實體為他人的帳戶持有財務資產，而如此持有該等財務資產，在其業務中佔相當大部分。在這情況下，該實體可歸因於持有財務資產及相關的財務服務的總收入，相等於或超過該實體在以下期間(兩者中以較短者為準)的總收入的 20%：(i) 在斷定某實體是否託管機構的年份之前的、截至 12 月 31 日(或非公曆年會計期的最後一日)為止的 3 年期間；(ii) 該實體存在的期間。

「存款機構」

「存款機構」一詞指《銀行業條例》(第 155 章)第 2(1) 條所界定的認可機構；或在銀行業務或相類業務的通常運作中接受存款的實體。

「實體」

「實體」一詞指法人或法律安排，例如：法團、組織、合夥、信託或基金會。該詞涵蓋並非個人(即自然人)的人士。

「財務機構」

「財務機構」一詞指「託管機構」、「存款機構」、「投資實體」或「指明保險公司」。

「投資實體」

「投資實體」一詞指：

- (a) 根據《證券及期貨條例》(第 571 章)獲發牌進行一項或多於一項以下受規管活動的法團團
 - (i) 證券交易；
 - (ii) 期貨合約買賣；
 - (iii) 槓桿式外匯交易；
 - (iv) 資產管理；
- (b) 根據《證券及期貨條例》(第 571 章)獲註冊進行一項或多於一項以下受規管活動的機構
 - (i) 證券交易；
 - (ii) 期貨合約買賣；
 - (iii) 資產管理；
- (c) 根據《證券及期貨條例》(第 571 章)獲認可的集體投資計劃；
- (d) 符合以下說明的實體：主要為或代表其客戶從事一項或多於一項以下活動，或主要為或代表其客戶運作一項或多於一項以下項目，作為業務：
 - (i) 買賣貨幣市場工具(如支票、匯票、存款證及衍生工具等)、外匯、兌換、息率及指數工具、可轉讓證券及商品期貨；
 - (ii) 個人及集體投資組合管理；

(iii) 以其他方式，代其他實體或個人投資、處理或管理財務資產或金錢。該等活動或運作並不包括向客戶提供非約束性投資諮詢。

(e) 另一類投資實體(由另一財務機構管理的投資實體)是指其總收入主要可歸因於財務資產的投資、再投資或買賣並由另一存款機構、託管機構、指明保險公司或屬上述(a)、(b)、(c)及(d)項所述的投資實體管理的實體。

「位於非參與稅務管轄區並由另一財務機構管理的投資實體」

「位於非參與稅務管轄區並由另一財務機構管理的投資實體」一詞指其總收入主要可歸因於財務資產的投資、再投資或買賣的實體且該實體是 (i) 由一個財務機構管理；及(ii) 非參與稅務管轄區財務機構。

「由另一財務機構管理的投資實體」 如果一個實體直接或通過另一服務提供者代表另

一實體進行任何上述投資實體的定義

(d)項所述的活動或運作，則該另一實體會被視為由該管理實體所管理。

一個實體只有在有權自行管理另一實體的部分或全部資產的情況下，才會被視為可管理該另一實體。當一個實體由財務機構、非財務實體或個人的組合管理時，如果某一管理實體為存款機構、託管機構、指明保險公司或屬上述(a)、(b)、(c)及或(d)項所述的投資實體的實體，則該實體會被視為由另一實體管理。

「非財務實體」

「非財務實體」指並非財務機構的實體。

「參與稅務管轄區」

「參與稅務管轄區」指稅務條例(第 112 章)附表 17E 第 2 部所指明的、在香港以外的稅務管轄區。

「參與稅務管轄區財務機構」

「參與稅務管轄區財務機構」一詞指：(i) 任何居於某參與稅務管轄區的財務機構，但不包括有關財務機構位於該管轄區境外的分支機構；及(ii) 某財務機構位於某參與稅務管轄區的任何分支機構，而該財務機構並非居於該管轄區。

「被動非財務實體」

「被動非財務實體」指任何：(i) 不屬主動非財務實體的非財務實體；及(ii) 位於非參與稅務管轄區並由另一財務機構管理的投資實體。

「有關連實體」

若某實體控制另一實體，或兩個實體共同受同一人控制，則該實體是另一實體的「有關連實體」。就此而言，控制可透過直接或間接持有某實體超過 50%的表決權或股份的價值。

「稅務居民」

一般而言，如根據某個稅務管轄區的規定(包括稅收協定)，任何實體不僅就以有關稅務管轄區為來源的收入，亦因其居籍、居所、管理工作地點、成立為法團地點，或任何性質類似的其他準則，在有關稅務管轄區需要繳稅或有繳稅責任，便會成為該稅務管轄區的稅務居民。沒有稅務居民身份的實體，例如：合夥、有限法律責任合夥或類似的法律安排，應被視為其實際管理地點所在稅務管轄區的稅務居民。一個信託應被視為一個或多於一個受託人居住的稅務管轄區的居民。有關稅務居民身分的更多資訊，請聯絡閣下的稅務顧問或瀏覽經濟合作與發展組織的自動交換資料網站：<http://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/>。

「指明保險公司」

「指明保險公司」一詞指任何屬保險公司的實體，或屬某保險公司的控權公司的實體，而該實體發出現金值保險合約或年金合約，或有責任就現金值保險合約或年金合約付款。

「稅務編號」(包括具有等同功能的識別編號)

「稅務編號」一詞指納稅人的識別編號或具有等同功能的識別編號(如無納稅人的識別編號)。稅務編號是稅務管轄區向個人或實體分配獨有的字母與數字組合，用於識別個人或實體的身分，以便實施該稅務管轄區的稅務法律。有關可接受的稅務編號的更多詳細資訊刊載於經濟合作與發展組織的自動交換資料網站：<http://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/>。

某些稅務管轄區不發出稅務編號。但是，這些稅務管轄區通常使用具有等同識別功能的其他完整號碼(「具有等同功能的識別號碼」)。此類號碼的例子包括：

- (a) 就個人而言，社會安全號碼/保險號碼、公民/個人身份/服務代碼/號碼，以及居民登記號碼。
- (b) 就實體而言，商業/公司登記代碼/號碼。

Tax Compliance

You and any person acting on your behalf acknowledge that it is your sole responsibility to understand and comply with your tax obligations in all jurisdictions. Such tax obligations include but not limited to tax payment or filing of returns or other required documents to relevant Tax Authorities (which means any government, government body, government agency or regulator, in or outside of Hong Kong, including the Inland Revenue Department of Hong Kong and Internal Revenue Service of the United States of America). Certain countries have tax legislation with extraterritorial effect regardless of your place of domicile, residence, citizenship or incorporation. You are advised to seek independent legal and tax advice and neither we nor our agents provide tax advice.

You undertake to provide us with information, documents and certificates as reasonably required by us in order to meet our obligations imposed by applicable Inter-jurisdictional Tax Compliance Rules. You acknowledge and agree that this may include information, documents or certifications in connection with you, your authorized signatories, other representatives or your beneficial owners and agree to promptly notify us of any changes to these details.

您及代表您行事的人士確認您須全權負責了解及遵守您在所有司法管轄區的稅務責任。該等稅務責任包括但不限於繳納稅款或向有關稅務當局提交報稅表或其他文件（即任何在香港境內或境外的政府、政府單位、政府機構或監管機構，包括香港稅務局及美國國稅局）。某些國家訂立了具跨領域效力的稅務法例，不論您的居籍、居留地、公民身份或註冊成立地點。您務須尋求獨立法律及稅務意見，本行或本行代理人概不會提供稅務意見。

您承諾向本行提供本行在合理情況下所需的資料、文件及證明書，以履行適用的司法管轄區之間的稅務遵循規則對本行施加的責任。您確認及同意此可包括您本人、您的被授權簽字人、其他代表或您的實益擁有人的資料、文件及證明書，並同意盡快通知本行此等資料的任何變動。

Name of Customer(s) :

客戶名稱：

Date :

申請日期： Date		客戶編號： Customer ID.	
<p>注意事項 Note：</p> <p>1. 請用中英文正楷填寫，並在適當空格內加上”✓”號。 Please complete this form in CAPITAL LETTERS and place 「✓」 in the appropriate boxes.</p> <p>2. 如對填寫表格有任何疑問，請致電臺灣土地銀行香港分行(以下簡稱本行)(電話：852-25810788)。 In case of any questions, please contact Land Bank of Taiwan Hong Kong Branch at Tel No. 852-25810788.</p> <p>3. 請把填妥之表格傳真或親自交至本行 地址：香港九龍尖沙咀廣東道 25 號港威大廈第一座 31 樓 3101-6 室。傳真 852-25810777 Please Fax or submit this form in person to our HK branch at Unit 3101-6, Tower 1, The Gateway, 25 Canton Road, Tsimshatsui, Kowloon., Hong Kong. Fax No.852-25810777</p>			
<input type="checkbox"/> 申請使用網路銀行查詢服務。 Apply Internet Banking Enquiry Services		<input type="checkbox"/> 終止使用網路銀行服務。 Terminate Internet Banking Services	
<input type="checkbox"/> 變更網路銀行服務之登記資料。 Update information		<input type="checkbox"/> 重置密碼。 Re-activate user password	
<input type="checkbox"/> 同意香港分行內同戶名(同 ID)轉帳。 Agree to transfer account with the same Customer ID)			
一、申請人資料 Application Information			
申請人名稱： Customer Name			
通訊地址： Address			
電話： Telephone no.	手機號碼： Cell phone no.	傳真號碼： Fax no.	
電子郵件地址： e-mail address			
<p>* 如聯繫方式有變時，應向本行以臨櫃或傳真方式進行告知。 If the contact details have been changed , shall notify the Bank by visiting the Hong Kong branch or by Fax</p>			
二、最高轉出限額 Max transfer out limit			
最高轉出限額 Max transfer out limit	申請人同意本服務所提供之匯款及轉帳之限額規定 * Customer agrees to the terms and conditions in respect of foreign exchange and transfer limit provided under this service		要求轉出最高限額 Max transfer out limit requested
每日總最高限額 Daily transactions limit	<input type="checkbox"/> 依本行預設轉出最高限額 Max. limit set by the Bank	<input type="checkbox"/> 最高為等值 HKD or equiv.	
每筆最高限額	<input type="checkbox"/> 依本行預設轉出最高限額	<input type="checkbox"/> 最高為等值	

Per transaction limit.	Max. limit set by the Bank	HKD	or equiv.
<p>* 本行得調整每日、每筆匯款及轉帳預設最高限額，並將該項調整公布於本服務網頁系統公告事項。</p> <p>The Bank reserve the right to adjust the daily default Max limit and per transaction and will publish the information on our website.</p>			
<p>三、密碼單交付指示 USER PASSWORD mailer collection instruction</p>			
<input type="checkbox"/>	專人領取： be collected in person by	(先生/女士)，領取分行： Mr./Ms. collection branch	<input type="checkbox"/> 香港 <input type="checkbox"/> 臺灣 Hong Kong Taiwan
<input type="checkbox"/>	郵寄交付： send by registered mail to	(先生/女士)，郵寄地址： Mr./Ms. mailing address	
<p>四-1、約定轉入、匯入帳戶共____戶 (跨行匯款使用)。</p> <p>The number of designated account for inward transfer is ____ (Interbank fund transfer)</p>			
轉出帳號 the account for outward transfer			
新增 Add	刪除 Delete	轉入銀行 Bank	帳號 Account No 幣別 Currency 戶名 Account name
<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>		
<p>四-2、約定轉入、匯入帳戶共____戶 (跨行匯款使用)。</p> <p>The number of designated account for inward transfer is ____ (Interbank fund transfer)</p>			
轉出帳號 the account for outward transfer			
新增 Add	刪除 Delete	轉入銀行 Bank	帳號 Account No 幣別 Currency 戶名 Account name
<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>		
<p>四-3、約定轉入、匯入帳戶共____戶 (跨行匯款使用)。</p> <p>The number of designated account for inward transfer is ____ (Interbank fund transfer)</p>			
轉出帳號 the account for outward transfer			

新增 Add	刪除 Delete	轉入銀行 Bank	帳號 Account No	幣別 Currency	戶名 Account name
<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>				

* 匯款幣別僅為港幣或美金。

Only HK dollars or U.S. dollar are available.

* 約定轉入、匯入帳戶如欲增刪，申請人僅需勾選及填寫欲新增或刪除之轉入、匯入帳戶，原約定仍然有效之帳戶，請勿重複填列。

For the purpose of adding or deleteing Designated Account, the Customer only need to check and write designated account for inward transfer. For,original Designated Accounts which are still active, please do not repeat .

* 約定轉入帳戶係由申請人自行指定，本行不負審核之責。

The Designated Accounts are appointed by the Customer, the Bank would not be responsible to verify.

五-1 約定轉入、匯入帳戶共____戶（自行轉帳使用）。

The number of designated account for inward transfer is ____ (Intrabank transfer)

轉出帳號 the account for outward transfer					
新增 Add	刪除 Delete	轉入銀行 Bank	帳號 Account No	戶名 Account name	
<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>				

五-2 約定轉入、匯入帳戶共____戶。（自行轉帳使用）

The number of designated account for inward transfer is ____ (Intrabank transfer)

轉出帳號 the account for outward transfer					
新增 Add	刪除 Delete	轉入銀行 Bank	帳號 Account No	戶名 Account name	
<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>				

* 約定轉入、匯入帳戶如欲增刪，申請人僅需勾選及填寫欲新增或刪除之轉入、匯入帳戶，原約定仍然有效之帳戶，請勿重複填列。

For the purpose of adding or deleteing Designated Account, the Customer only need to check and write designated account for inward transfer. For,original Designated Accounts which are still active, please do not repeat .

* 約定轉入帳戶係由申請人自行指定，本行不負審核之責。

The Designated Accounts are appointed by the Customer, the Bank would not be responsible to verify.

申請人特此聲明已詳閱契約全部條款並充分瞭解其內容且同意遵守後始簽章。

The Customer hereby declares that he/she has carefully read the whole terms and conditions and fully understands the contents hereof, and hereby affixes his/her signature as evidence of agreement to comply with the terms and conditions.

此致 To:

臺灣土地銀行香港分行 台照

Land Bank of Taiwan Co., Ltd. Hong Kong Branch

申請人簽章：_____

Signature of Customer

日期 Date 年(YYYY) 月(MM) 日(DD)

主管 Manager

覆核 verify

經辦 Person-in-charge

驗印 Inspected by:

網路銀行業務服務契約

Internet Banking Service Agreement

申請人向臺灣土地銀行香港分行(「本行」)申請使用本行提供的網路銀行服務及設施，即表示申請人已閱讀、明白及同意遵守下列所有服務契約條款及條件(「本契約」)：

Where a customer (the “Customer”) applies to subscribe for the Internet banking services and facilities of The Land Bank of Taiwan Co., Ltd. (the “Bank”), the Customer shall be deemed to have read, understood and agreed to be bound by all the terms and conditions set out below (“this Agreement”):

第一條 名詞定義 Definition

一、「網路銀行業務」：指申請人端電腦經由網路與本行電腦連線，無須親赴本行櫃台，即可直接取得本行所提供之各項金融服務。

“Internet Banking Service” : means the banking services or facilities provided or to be provided by the Bank to the Customer from time to time to enable the Customer to use such services and facilities by connecting his/her/its computer terminal to the computer system of the Bank through the internet such that the Customer can use such services and facilities directly without personally attending the service counter of the Bank.

二、「網路銀行系統」：指本行(或其他由本行以絕對的酌情權力不時指定的服務供應商)用作運作本網路銀行服務的系統及設備。

“Internet Banking System” : means the system and equipment of the Bank (or such other service provider(s) as the Bank may, in its absolute discretion, nominate from time to time) for operating the Internet Banking Service.

三、「電子訊息」：指申請人(或聲稱為申請人的任何其他人士)與本行之間經由網路連線或其他電子方式傳遞之數碼形式的訊息。

“Electronic message” : means any message in digital form transmitted between the Customer (or such other person purporting to be the Customer) and the Bank through the internet or other electronic means.

四、「指示」：指申請人(或聲稱為申請人的任何其他人士)透過提供申請人之使用者代號、密碼及/或其他識別資料並根據本契約的條款給予本行有關使用本網路銀行服務或透過本網路銀行服務進行任何交易之指示。

“Instruction”: means the instruction(s) in respect of the Internet Banking Service or any transaction conducted through the Internet Banking Service given by quoting the username, user password and/or such other identifier(s) of the Customer by the Customer (or such other person purporting to be the Customer) to the Bank in accordance with the provisions of this Agreement.

五、「約定帳戶」：指申請人與本行以書面方式指定的申請人可透過本網路銀行服務進行款項轉出或轉入之帳戶。

“Designated Accounts” : means accounts from time to time specified by the Customer with the Bank in writing for the purpose of inward or outward transfer of funds conducted through the Internet Banking Service.

六、「服務時間」：查詢服務時間為每日二十四小時；轉帳服務時間為本行營業日上午九時二十分至下午三時二十分。

“Service hours” means 24-hour service for inquiry function and for the remittance and fund transfer service will commence from 09:20 to 15:20 on every day the Bank opens for business.

七、「動態密碼」：One Time Password(以下簡稱 OTP)，其運作模式是由 OTP 內部晶片透過特殊演算法計算出一

組動態密碼。

“Dynamic Password” means One Time Password (OTP) generated by (OTP reader) chip using special algorithm.

第二條 網頁之確認 Confirmation of the website

申請人使用本行網路銀行前，請先確認本行的網路銀行正確之網址，才使用本行網路銀行服務，並應採取充足的保安及安全措施，確保連接本網路銀行服務所用的任何設備、客戶編號、使用者代號、密碼、動態密碼及其他私人資料等之保密性和安全性後，才使用本網路銀行服務。如申請人未充分地採取前述所載保障之措施而導致損失或損害者，申請人應自行負責；如有疑問，客戶應洽本行詢問。

本行將盡合理的努力定期在網上搜尋，查看是否有任何第三方網站的域名可能會被誤會是本行的域名。

Before accessing the Internet Banking Service, the Customer shall first verify the accuracy of the address of the official website of the Bank and shall adopt sufficient security and safety measures to ensure the confidentiality and safety of his/her/its devices, registered identity number, username, user password, OTP Password and other personal information used for accessing the Internet Banking Service. The Customer shall be responsible for all losses or damages arising from his/her/its failure to adopt sufficient safeguards as aforesaid. If the Customer has any enquiries, he/she/it shall contact the Bank immediately.

The Bank shall use its reasonable endeavors to carry out search on the internet regularly for the existence of any third-party website(s) with domain name(s) which could be mistaken for that of the Bank.

第三條 連線所使用之網絡 The connection of the internet

本行及申請人同意使用約定之網絡進行電子訊息傳輸。

本行及申請人應分別就各項權利義務關係與各其網絡供應商簽訂網絡服務契約，並各自負擔網絡使用之費用。

The Bank and the Customer agree to transmit the electronic messages via the internet as agreed.

The Bank and the Customer shall enter into service agreements with the internet service provider with respect to their rights and obligations respectively, and shall bear the fees for accessing to the internet respectively.

第四條 電子訊息之接收與回應 Receipt and Notification of Instruction and Electronic Message

本行接收經本行及申請人同意用以辨識身分之電子訊息後，應即時進行檢核或處理，並將檢核或處理結果通知申請人。

本行或申請人接收來自對方任何電子訊息，若無法辨識其內容時，視為未傳送。但本行可確定申請人身分時，應立即將內容無法辨識之事實通知申請人。

Upon receipt of the electronic message agreed by the Bank and the Customer for verification of identity, the Bank shall proceed to verify or process it immediately, and inform the Customer the verification or processing result.

Where it is impossible for the Bank or the Customer to identify the contents of any electronic message from the other party, the electronic message will be deemed never transmitted. However where the Bank is able to identify the Customer's identity, the Bank shall notify the Customer the fact that contents therein are not identifiable.

第五條 電子訊息之不執行 Non-Execution of Electronic Message

如有下列情形之一，本行有權不執行任何接收之電子訊息：

In the event of any of the following circumstances, the Bank may refuse to execute any electronic message it receives:

一、本行有具體理由懷疑電子訊息之真實性或所指定事項之正確性者。

where the Bank has substantive reason to doubt the authenticity of the electronic message or the accuracy of matters

instructed therein;

二、本行依據電子訊息處理，將違反相關法令之規定者。

where the Bank would violate laws and/or regulations if the Bank shall process the electronic message;

三、本行因申請人之原因而無法於帳戶扣取申請人所應支付之費用者。

where it is impossible for the Bank to debit the fees payable by the Customer from the Customer's account due to causes attributable to the Customer.

四、其他本行認為必要之情形。

where there are other circumstances which the Bank deems it necessary.

本行不執行前項電子訊息者，應同時將不執行之理由及情形通知申請人，申請人受通知後、可以電話向銀行查詢。

If the Bank will not execute the electronic message due to any of the foregoing paragraphs, the Bank shall concurrently notify the circumstances and the reason for non-execution to the Customer. The Customer may then make enquiries with the Bank by phone after receipt of the Bank's notice.

第六條 電子訊息交換作業時限 Time limit for Processing of Electronic Messages

電子訊息係由本行電腦自動處理，申請人發出電子訊息傳送至本行後即不得撤回、撤銷或修改。但未到期之預約交易在本行規定之期限內，得撤回、撤銷或修改。若電子訊息經由網路傳送至本行後，於本行電腦自動處理中已逾本行服務時間時，該筆交易將依約定不予處理。

The electronic message will be processed by the Bank's computer automatically. The Customer shall not withdraw, cancel or modify the electronic message after the message is transmitted to the Bank. However, the Customer may withdraw or cancel the scheduled transactions the date of which are still within the time limit specified by the Bank.

Where the electronic message is transmitted to the Bank via internet and the Banks' service hours have passed while the electronic message is being automatically processed by the Banks' computer, the transaction will not be processed as agreed.

第七條 使用本網路銀行服務方式 Use of the Online Banking Service

申請人以本行向其發出的有效之密碼、使用者代碼及其他本行要求的資料證明其身分後，即符合資格根據本契約使用本行不時所提供之各項本網路銀行服務。申請人向本行保證就本網路銀行服務向本行提供的所有資料，在所有方面均為真確完整。

The Customer who uses the Internet Banking Service is required to provide a valid username and user password assigned by the Bank to the Customer and such other information specified by the Bank for the purpose of verifying the identity of the Customer. After completing the verification process, the Customer shall be eligible to use the Internet Banking Service provided or to be provided by the Bank from time to time in accordance with this Agreement. The customer warrants to the Bank that any information provided to the Bank in respect of the Internet Banking Service of the Bank shall be true and complete in all aspects.

第八條 線上約定條款 Online Agreements

本行透過本網路銀行服務所提供之服務的各項特定條款，一經申請人（或聲稱為申請人的任何其他人士）憑密碼於有關網頁上點選所顯示的「同意接受」或相等意思之按鈕，即視為明白及同意接受該等特定條款之全部內容，而該等特定條款亦會被視為構成本契約的一部分。

After clicking "I accept" or the equivalent button as shown on the relevant web page by the Customer (or such other person

purporting to be the Customer) who has provided a valid user password, all the specific terms and conditions in connection with relevant service(s) to be provided by the Bank to the Customer through the Internet Banking Service shall be deemed to have been understood and accepted by the Customer and incorporated as part of this Agreement.

第九條 服務密碼之申請 Application for user password

1. 若申請人成功申請使用本網路銀行服務，本行應交付第一次本網路銀行服務連線識別之密碼函。申請人首次進入臺灣土地銀行香港分行(以下稱本行)網路銀行需進行使用者代碼及密碼變更，將密碼更換為一組八至十二位文字和數字組合之新密碼及設定一組六至十二位文字或數字或其組合之使用者代號後方可使用本網路銀行服務。申請人設定密碼或使用者代號，應選擇足夠的充足的保安及安全措施並應避免選擇其姓名的可辨認部分、出生日期或電話號碼作為其使用者代號或密碼，亦應避免選用同一組身分識別及密碼以接駁其他服務（如接連互聯網或其他網址）。申請人自行設定的使用者代碼及密碼，應自行保密，並得隨時變更。倘為申請人的行為涉及欺詐或嚴重疏忽，例如：申請人未能妥善保管接駁本網路銀行服務密碼等，對因經其帳戶進行的任何未經授權交易引致而蒙受的所有直接或間接損失或損害，概由申請人自行負責，與本行無涉。

Where the Customer successfully subscribes for the Internet Banking Service, the Bank will issue to the Customer a letter containing his/her/its initial user password for the first time access to the Internet Banking Service. Where the Customer logs onto the Internet Banking System for the first time, he/she/it shall immediately change online the initial user password to a new user password consisting of eight to twelve characters or numbers or a combination thereof and select a username of six to twelve characters, or numbers or a combination before using the Internet Banking Service. The Customer shall adopt sufficient security and safety measures when selecting his/her/its username and user password, and shall avoid using username or user password incorporating such information such as recognizable part of his/her/its name, birthday and telephone number, and shall avoid using the same identification and user password for accessing other services such as for connection to internet or other websites. Once the user password has been changed by the Customer, the Customer is responsible to keep the user password confidential on his/her own and should change user password from time to time. If the Customer acted fraudulently or with gross negligence (e.g. the Customer being unable to safeguard his/her/its user password for accessing the Internet Banking Service properly), he/she/it shall be responsible for all direct or indirect losses or damages arising from any unauthorized transaction conducted through his/her/its account(s).

2. 除本行與申請人有另行書面協議外，申請人使用者代碼或使用者密碼輸入錯誤累計達 3 次時，本行將自動停止申請人使用本約定條款之相關服務。申請人擬恢復使用，應重新辦理申請手續，依本行收費標準酌收費用。

Unless otherwise agreed between the Bank and the Customer in writing, in the event that the Customer enters an user account or incorrect user password for accessing the Internet Banking Service for three consecutive times, the computer system of the Bank will automatically suspend the use of the Internet Banking Service by the Customer and the Customer is required to apply to the Bank in person for a new set of user password in order to resume the Internet Banking Service. the Bank will charge the Customer the fees according to the standard of charges stipulated by the Bank.

3. OTP TOKEN 於轉帳交易時使用，個人戶限申請一個。

OTP TOKEN is used for fund transfer service. Personal Account customers are restricted to apply one OTP only.

第十條 轉帳業務 Remittances

1. 申請人辦理匯出匯款業務，授權本行或本行之通匯銀行得以認為合適之任何方式從轉出之約定帳戶進行匯出匯

款，並得以任何通匯銀行為解款銀行或轉匯銀行。申請人同意及聲明，如因解款銀行或轉匯銀行所致誤失、錯誤及遺漏，不論該行是否由申請人或本行所指定，本行均不需負任何責任。本行如應申請人之請求協助辦理追蹤、查詢者，除得酌收手續費外，其所需之所有郵電及解款銀行或轉匯銀行收取之費用，概由申請人負擔；本行得要求先付部分款項，再行辦理，不負墊款之責。

The Customer who uses the remittance service of the Bank hereby authorizes the Bank or correspondent bank of the Bank to remit or arrange for the remittance of funds from his/her/its Designated Account(s) for outward transfer in such manner as the Bank or such correspondent bank may, in its absolute discretion, deem fit and to appoint any correspondent bank as the paying bank or intermediary bank. The Customer agrees to and acknowledges that the Bank shall have absolutely no responsibility whatsoever to the Customer for any fault, mistake or omission of such paying bank or intermediary bank (whether or not such paying bank or intermediary bank is appointed by the Customer or the Bank) in connection with such remittance. At the request of the Customer, the Bank may assist the Customer to trace or check the status of the remittance and the Customer shall be responsible for all the administration fees of the Bank as may be charged by the Bank, postage and telephone expenses and such other costs and expenses as may be charged by the paying bank or intermediary bank in connection therewith. The Bank may require the Customer to pay a partial amount of such fees, charges or expenses before handling the Customer's request and shall not make any pre-payments in relation to such fees, charges or expenses.

2. 因任何非在本行合理之控制下之原因導致匯款遲延或不能送達時，本行均不負任何責任。如因上述之原因而須辦理退匯或轉匯等手續經本行協助辦理時，本行可向申請人酌收本行之手續費及開支，其所需之所有郵電及解款銀行或轉匯銀行收取之費用，均全由申請人負擔。

The Bank shall have absolutely no responsibility whatsoever to the Customer for any delay or failure of any remittance due to the occurrence of any event beyond the reasonable control of the Bank. If the Customer requests the Bank to arrange for any refund or fund transfer to another account due to the occurrence of such event, the Bank shall be entitled to charge the Customer the administration fees and expenses of the Bank as may be charged by the Bank, and the Customer shall be liable for all the postage and telephone expenses and such other costs and expenses as may be charged by the paying bank or intermediary bank.

3. 申請人同意若匯出匯款於國外銀行解款時，轉匯銀行可自匯款金額內扣取費用並由收款人負擔，申請人絕無異議。

The Customer agrees that if the remittance amount is to be remitted to an overseas bank account, the paying bank may deduct its charges from the fund transferred which shall be borne by the recipient of such remittance amount.

第十一條 轉帳限額 Maximum Amount of Remittance

1. 本網路銀行服務之轉帳交易，每一轉出之約定帳戶每營業日之最高轉出限額由申請人自行於本網路銀行服務申請書中約定，申請人在此聲明及同意自行承擔轉帳及匯款之全部風險，而本行對在傳遞任何訊息時或由於任何無線電訊、電報公司、銀行或其通信者代理或其僱員之錯誤理解或本行合理之控制範圍以外的任何其他因素而可能發生之毀壞、中斷、遺漏、違責、錯誤、疏忽、過失、延誤、款項減值或未能提供款項將不負任何責任。

The Customer may, in the application form for the Internet Banking Service, set with the Bank the maximum amount which can be remitted on any one Business Day from each Designated Account for outward transfer conducted through the Internet Banking Service. The Customer hereby acknowledges and agrees that funds are transferred and remitted

entirely at his/her/its own risk and the Bank shall have absolutely no responsibility whatsoever to the Customer for any mutilation, interruption, omission, error, neglect, default, mistake, delay, dilution or failure in relation to the transfer of funds which may occur in the transmission of any message or from its misinterpretation by any wireless telegraphy or telex company or by the intermediary bank or its correspondent agent or its employee or through any other cause beyond the reasonable control of the Bank.

2. 本行會以本行不時決定的方式按月向申請人提供交易對帳單。申請人應核對交易對帳單的內容無誤。若申請人發現帳戶結單的內容有誤，應於收取有關的帳戶結單後的九十天內以書面方式通知本行，否則，本行有權認為根據本條款向申請人發出之有關帳戶結單的內容均為正確、無誤及完整。

The Bank will issue monthly statements of account to the Customer by such means as the Bank may from time to time determine. The Customer shall verify the content of such statements and if he/she/it finds that the information as set out in such statements is inaccurate, he/she/it shall notify the Bank in writing within ninety days from the date of receipt of such statements. Statements of account issued by the Bank under this Article shall be deemed correct, accurate and complete if the Bank does not receive any written notification to the contrary from the Customer within ninety days from the date of receipt of such statements.

3. 約定轉入、匯入帳戶：申請人透過本網路銀行服務於約定帳戶進行轉出或轉入款項均必須先與本行以書面約定有關安排後方可使用。申請人若以支票存款帳戶為轉出約定帳戶，倘因扣款而致該帳戶存款不足，後果概由申請人自行負責，與本行無涉。轉出、匯出之金額，每戶每筆不得逾港幣一百萬元(或等值美元)，每日不得逾港幣三百萬元(或等值美元)。美元港幣轉換依轉換當時本分行牌告匯率為準。

Designated Accounts : All inward or outward transfers conducted through the Internet Banking Service over any Designated Account of the Customer cannot be effected by the Customer unless necessary arrangements have been agreed between the Customer and the Bank in writing. If the Customer's checking account is designated as a Designated Account for outward transfer, he/she/it shall be solely responsible for any consequence arising from his/her/its account being overdrawn due to insufficient funds in such Designated Account, and the Bank shall have absolutely no responsibility whatsoever in such circumstance. The limit of fund transfer to Designated Account is set as HKD\$1,000,000(or equivalent of US dollars per transaction) and HKD\$3,000,000 (or equivalent of US dollars) per day. The exchange of US dollars and HK dollars shall be subject to the exchange rate published by the Bank at the time of conversion.

第十二條 保管責任 Safekeeping Responsibility

申請人在此同意並向本行承諾，對申請本網路銀行服務所約定之客戶編號、密碼、動態密碼、使用者代號等軟硬體及相關文件，須負全權保管、保安及保密之責。倘為申請人的行為涉及詐欺或嚴重疏忽，例如：未能妥善保管密碼、動態密碼或前述之軟硬體相關文件、接駁本網路銀行服務的設備或密碼等所致之直接損失或損害，由申請人自行負責，本行將不對該等損失或損害負任何責任。

The Customer hereby agrees to and undertakes with the Bank that he/she/it shall be solely responsible for the safety, security and confidentiality of software, hardware and related document for accessing the Internet Banking Service such as his/her/its registered identity number, user password, Certificate Identification Password, username and the OTP Password. Any Customer who acted fraudulently or with gross negligence, such as failing to properly safeguard his/her/its user password, the OTP Password, the aforesaid software, hardware or device or user password for accessing the Internet

Banking Service, shall be responsible for direct losses or damages incurred by him/her/it, and,

the Bank shall absolutely not be responsible whatsoever to the Customer for any loss or damage in connection therewith.

第十三條 費用 fees

1. 申請人自使用本契約服務之日起，願依約定收費標準繳納服務費、手續費及郵電費，並授權本行自申請人之帳戶內自動扣繳。

The Customer agrees to pay the service fees, handling charges and postage according to the standard of charges stipulated by the Bank and authorizes the Bank to deduct the fees and charges from the Customer's account automatically as of the date when the Customer commences using the service under this Agreement.

2. 查詢手續費：免收手續費。

The fees of Enquiry Services: free of charge.

3. 轉帳、跨行匯款手續費 The fees of transfer and remittance Services

- (1) 自行轉帳：免收手續費。

Intrabank transfer to other branches: free of charge.

- (2) 跨行 (含自本行匯至本行其他聯行)匯款：依本行收費標準酌收費用，並授權本行逕自申請人指定轉出帳戶內自動扣繳。

Interbank transfer(includes affiliated bank transfer): The Customer shall pay the fees of interbank transfer in Hong Kong or transfer to other branches of the Land Bank of Taiwan Co., Ltd. according to the standard of charges stipulated by the Bank.

The Customer authorizes the Bank to deduct the fees and charges from the Customer's account automatically.

4. 前項收費標準於訂約後如有調整，本行應於調整日三十日前於本行之網站上明顯處公告其內容，並以電子郵件方式使申請人得知調整費用，同時告知申請人得於該期間內終止契約，逾期未終止者，推定承認該調整。

Should the standard of charges in the preceding paragraph be adjusted after the date of execution of this Agreement, the Bank shall publish any adjustment on the fees and charges in a conspicuous place on the Bank's website within 30 days prior to the adjustment date, and also advise the Customer that the Customer may terminate the Agreement within the prescribed period. The Customer's failure to terminate the Agreement within the prescribed period shall be deemed as the Customer's acceptance of the adjusted standard of charges.

5. 申請人應繳納之稅項，應依本契約交易申請人應繳納之稅項法令規定辦理，並授權本行自申請人帳戶內自動扣繳。

The Customer shall pay the taxes pursuant to the tax collection laws and regulations applicable to him/her, and authorizes the Bank to deduct tax payment from his/her account.

第十四條 申請人軟硬體安裝與風險 Responsibility and Risk of Installation

申請人申請使用本契約之服務項目，應自行安裝所需之電腦軟體、硬體，以及其他與安全相關之設備。安裝所需之費用及風險，由申請人自行負擔。

第一項軟硬體設備及相關文件如係由本行所提供，本行僅同意申請人於約定服務範圍內使用，不得將之轉讓、轉借或以任何方式交付第三人。

因申請人之行為侵害本行或第三人之智慧財產權或其他權利，或因不當之操作使用致生損害時，應自負其責任。

申請人如因電腦操作需要而安裝其他軟硬體，有與本行所提供之軟硬體設備併用之必要者，應遵守本行所提供安裝之相關資料，並自行負擔其費用及風險。

The Customer shall at his/her/its own costs and expenses be responsible for providing all hardware, software and such other security device(s) necessary for the use of the Internet Banking Service and shall use such hardware, software or device(s) at his/her/its own risk. If the Bank has provided such hardware, software and related document to the Customer for the use of the Internet Banking Service, the Customer shall only use them within such scope as may be prescribed by the Bank and shall not assign, sub-lease, or transfer the same to any third party by any other means. The Customer shall not, and shall not in any way assist or permit any third party to, tamper with, modify, decompile, reverse-engineer, damage or otherwise alter the same. Such hardware, software and device(s) shall remain the property of the Bank or its supplier and the Customer shall return them forthwith upon request of the Bank. The Customer shall be solely responsible for any infringement of the Bank or any third party's intellectual property rights or other rights and for any loss or damage as a result of any improper use of hardware, software or device(s) provided by the Bank.

When using the hardware, software or device(s) provided by the Bank, the Customer may, at his/her/its own costs and expenses and at his/her/its own risk, uses other software not provided by the Bank at the same time for his/her/its computer operation.

第十五條 申請人連線與責任 Customer's responsibility of connection

本行與申請人有特別約定者，必須與本行為必要之測試後，始得連線。

申請人對本行所提供之使用者代號、密碼、動態密碼、軟硬體及相關文件，應負保管之責。

申請人輸入密碼連續錯誤達三次時，本行電腦即自動停止申請人使用本契約之服務。申請人如擬恢復使用，應重新辦理申請手續。

申請人並應於契約終止時，即返還本行所提供之設備及相關文件。

Where the Bank and the Customer have any special agreement, the Customer must have completed the necessary tests instructed by the Bank before connection with the Bank's terminal is permitted. The Customer shall be responsible for safekeeping the username, user password, the OTP password, software and hardware and related documents provided by the Bank.

Where the Customer enters the user password in error for consecutive three times, the Bank's computer will immediately suspend the Customer from using the services under this Agreement automatically. Where the Customer wishes to restore the use of services, the Customer shall make a new application again.

The Customer shall return the equipment and related documents provided by the Bank immediately upon termination of this Agreement.

第十六條 交易核對 Verification of transactions

本行於每筆交易指示處理完畢後，以電子訊息或本行與申請人約定之方式通知申請人，申請人應核對其結果有無錯誤。如有不符，應於使用完成之日起六十日內，通知本行查明。

本行應於每月對申請人以平信或前項方式寄送上月之交易對帳單（該月無交易時不寄）。申請人核對後如認為交易對帳單所載事項有錯誤時，應於收受之日起六十日，通知本行查明。

本行對於申請人之通知，應即進行調查，並於通知到達本行之日起三十日內，將調查之情形或結果覆知申請人。

After completing the processing of each transaction, the Bank will inform the Customer by electronic message or in other manners as agreed between the Bank and the Customer. The Customer shall verify whether the result is in error after each transaction. In case of any inconsistency, the Customer shall inform the Bank within 60 days from the date of completion

of subject transaction for the Bank to verify the same. The Bank shall send the statement of account for transactions conducted in the preceding month every month via ordinary mail (not required if no transaction is conducted in that month). Where the Customer finds any errors in the statement of account after verification, he/she shall inform the Bank to verify it within 60 days upon receipt of the statement of account.

The Bank shall conduct investigation immediately upon receipt of the Customer's notice, and shall inform the Customer of the investigation development or result within 30 days upon receipt of the Customer's notice.

第十七條 電子訊息錯誤之處理 Response to error in electronic messages

除本行及申請人另有書面約定外，申請人（或聲稱為客戶的其他任何人士）使用本網上銀行服務時，如其所給予之指示或傳送之電子訊息非因本行嚴重疏忽之事由而發生缺失、錯誤或過失（「有關錯誤」）時，本行不負任何責任，惟在申請人的要求下，本行可以（但不是必須）提供必要之協助，而申請人同意支付本行所產生的有關的費用及開支。但有關錯誤因可歸責於本行嚴重疏忽之事由而發生時，本行應對有關錯誤負責更正。

Unless otherwise agreed between the Bank and the Customer in writing, in the absence of any gross negligence of the Bank, the Bank shall have absolutely no responsibility whatsoever to the Customer (or such other person purporting to be the Customer) for any defect, error or mistake whatsoever in relation to the Instruction given or Electronic Message transmitted by the Customer (or such other person purporting to be the Customer) through the Internet Banking Service (the "Errors"), and, upon the request of the Customer, the Bank may (but shall not be obliged to) offer necessary assistance to the Customer at the Customer's costs and expenses. If the Errors are resulted from any gross negligence of the Bank, the Bank agrees to rectify such Errors.

第十八條 電子訊息之合法授權與責任 Lawful Authorization of electronic messages and Responsibilities

申請人應確保所給予的指示或傳送至本行之電子訊息均經合法授權。

申請人如知悉或合理地認為有第三者冒用或盜用申請人的使用者代號、密碼、憑證識別密碼、憑證、私密金鑰、用戶編號、接駁本網上銀行服務的設備（如有），或其他與使用本網上銀行服務有關的任何未經合法授權之情形，或上述資料或設備（如有）遭洩露、遺失或盜用，或其帳戶曾發生任何未經授權交易，申請人須在合理切實可行範圍內儘快以電話或書面或其他本行與客戶以書面約定之方式通知本行（本行可要求申請人以書面確認所提供之資料），否則，申請人須自行承擔所有引致的損失，而本行有絕對的酌情權力暫停客戶使用本網上銀行服務並採取必要的合適防範措施。申請人未在合理可行的情形下儘速通知本行，申請人應對上述情形所引致的所有損失自行負責。

除核證申請人的使用者代號、密碼及其他識別資料（如有）外，本行並無任何其他責任核證任何給予指示或傳送電子訊息的人士的身分或其授權，或核證該等指示或電子訊息的真確性。

The Customer shall at all times ensure that any Instruction and Electronic Message (as the case may be) given and transmitted to the Bank have been duly authorized.

If the Customer finds or reasonably believes that there is an unauthorized use of his/her/its username, user password, Certificate Identification Password, the Certificate, Private Key, registered identity number, device(s) for accessing the Online Bank Service, if any, or other unauthorized circumstances in relation to the use of the Internet Banking Service, or that such information or device(s), if any, has been compromised, lost or stolen or that unauthorized transactions have been conducted over his/her/its account(s), he/she/it shall as soon as reasonably practicable notify the Bank by phone or in writing or by such other means as agreed between the Bank and the Customer in writing (the Bank may request written confirmation from the Customer in relation thereto), and the Bank shall be entitled to, which shall be exercised at its

absolute discretion, suspend the Internet Banking Service and take such other preventive measures where appropriate. The Customer shall be responsible for all losses incurred by him/her/it if he/she/it has failed to notify the Bank in accordance with this Article where it should be reasonably practicable for him/her/it to do so.

The Bank shall be under absolutely no duty to verify the identity or authority of the person giving the Instruction or Electronic Message (as the case may be) to the Bank or the authenticity of such Instruction or Electronic Message apart from verifying the username, user password and (if any) such other identifiers of the Customer.

第十九條 資料安全 Safety and Security of Information

本行將採取合理及實際的行動以確保本網上銀行服務之提供及網上銀行系統的安全及保安（包括電子訊息之傳送）。申請人同意及向本行保證不會（也不得協助他人或容許他人）竄改、改裝、解編、倒序設計、毀損或以其他方式改動或非法進入本行系統之任何部分、本行之業務紀錄或資料或有關之軟體。因申請人的行為涉及詐欺或嚴重疏忽，致本行系統遭第三者非法入侵或其使用者代號、密碼、憑證識別密碼、用戶編號、憑證或接駁本網上銀行服務的設備（如有）等遭破解或盜用，對所引致而其蒙受的所有直接及間接損失，將由申請人負責。

The Bank agrees to take reasonable and practicable steps to ensure the safety and security in connection with the provision of the Internet Banking Service (including the transmission of Electronic Message) and the Internet Banking System.

The Customer agrees and undertakes with the Bank that he/she/it shall not or assist or permit other person to tamper with, modify, decompile, reverse-engineer, damage, alter, or gain unauthorized access to any part of the computer system of the Bank, its business records or data or software comprised therein. The Customer who acted fraudulently or with gross negligence which results in any unauthorized intrusion of the computer system of the Bank or decryption, decoding or any unauthorized use of, the username, user password, Certificate Identification Password, registered identity number, the Certificate or device(s) for accessing the Online Bank Service, if any, by any third party, shall be held liable for all the direct or indirect losses and damages arising therefrom.

第二十條 保密義務及申請人個人資料 Confidential Obligation and Personal Data of the Customer

除適用法律、法規或規定要求作出披露外，申請人與本行同意及承諾應確保其他方（「接收方」）因使用或執行本網上銀行服務所接收他方（「披露方」）之電子訊息、指示（如適用）、其內容及因使用或執行本網上銀行服務而取得披露方之資料（「保密資料」）保密，除在有關的法律、法規、規定下，不得洩漏予任何第三者，亦不可使用保密資料於與本契約無關之目的，且於經披露方同意後接收方將有關的保密資料告知第三者時，須確保該第三者遵守本條款之保密責任。

前項第三者如不遵守此保密責任，接收方則被視為違反其於本條款下之保密責任。

申請人聲明本行已依《個人資料(私隱)條例》（香港法例第 486 章）有關的原則及規定作出有關保障客戶個人資料之聲明。

申請人同意及聲明就本行不時要求申請人提供其個人資料為本行(或其他由本行以絕對的酌情權力不時指定的服務供應商)提供本網上銀行服務及其他銀行服務或設備予客戶。如申請人未能提供該等個人資料予本行，本行(或其他由本行以絕對的酌情權力不時指定的服務供應商)未必能夠為申請人提供本網上銀行服務及該等銀行服務或設備予申請人。

申請人同意，受制於適用的法律、法規、規定、守則及指引之限制下，本行就不時收集與客戶有關的任何個人資料，均可按照本行不時頒發的「關於個人資料（私隱）條例致客戶及其他個別人士的通函」（「個人資料通函」）中所述的用途及向個人資料通函所述的人士使用及/或披露該等個人資料。申請人可於本行網站或其分行取閱本行個人資料

通函的最新版本。

申請人可於任何時間，根據《個人資料(私隱)條例》(香港法例第 486 章)及個人資料通函，向本行的資料保護主任提出任何關於查閱及/或更正其個人資料、確定本行之個人資料政策及慣例及/或查詢本行所持有的客戶的個人資料種類之要求。

如申請人的個人資料被用作直接促銷用途，申請人可要求本行停止使用客戶之個人資料而本行不會就此向申請人收取任何費用。

Each of the Bank and the Customer hereby agrees and undertakes that he/she/it (the "Recipient") shall keep any Electronic Message and Instruction (if applicable) received, the content thereof and information received from the other party ("Disclosing Party") in the course of using or effecting the Internet Banking Service (the "Confidential Information") in confidence, save for any disclosure required under any applicable laws, rules or regulations, and shall not disclose such Confidential Information to any third party, or use the same for any purpose unrelated to this Agreement. In the event that the Disclosing Party has given consent to the disclosure of such Confidential Information to a third party, the Recipient shall procure that such third party will be subject to and comply with confidential obligations as set out in this Article. In the event that such third party fails to comply with the provision of this Article, the Recipient shall be deemed to be in breach of his/her/its confidential obligations of this Article.

The Customer hereby declares that the Bank has made a statement in relation to the protection of personal data pursuant to the relevant principles and requirements of the Personal Data (Privacy) Ordinance (Chapter 486 of the laws of Hong Kong). The Customer agrees and acknowledges that the personal data relating to the Customer requested by the Bank from time to time are necessary for the Bank (and/or such other service provider(s) as the Bank may, in its absolute discretion, nominate from time to time) to provide the Internet Banking Service and other banking services or facilities to him/her, and that if the Customer fails to provide such personal data to the Bank, the Bank (and/or such other service provider(s) as the Bank may, in its absolute discretion, nominate from time to time) may be unable to provide the Internet Banking Service and such other banking services or facilities to him/her.

The Customer hereby agrees that, subject to the restrictions under the applicable laws, rules, regulations, code and guideline, the Bank may use any personal data relating to the Customer collected by the Bank from time to time for such purpose and/or disclosed to such person as set out in the "Circular to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance" published by the Bank from time to time (the "Personal Data Circular", the latest version of which is available at the Bank's website or at any branch of the Bank).

The Customer may at any time, in accordance with the Personal Data (Privacy) Ordinance (Chapter 486 of the laws of Hong Kong) and Personal Data Circular, request the Data Protection Officer of the Bank to obtain access to and/or correct the personal data relating to him/her, ascertain the Bank's policies and practices in relation to personal data and/or check whether the Bank holds personal data about him/her. If the Customer's personal data is used for direct marketing purposes, the Customer can require the Bank to cease to use it without any charge.

第二十一條 損害賠償責任 Liability and Compensation for Damage

本行及申請人同意依本契約傳送或接收電子訊息，因可歸責於當事人一方之事由，致有遲延、遺漏或錯誤之情事，而致他方當事人受有損害時，該當事人僅就他方之直接損害（不包含所失利益）及其利息負賠償責任。

The Bank and the Customer agree that where there is any delay, omission or error in the electronic messages transmitted or

received under this Agreement due to causes attributed to either party resulting in damages to the other party, the party shall only be liable for the direct damages(exclusive of loss in profit) suffered by the other party and interest accruing thereon.

第二十二條 不可抗力 Force Majeure

申請人與本行因發生超出任何一方控制的事件（「不可抗力事件」，包括火災、水災、罷工、或其他勞資糾紛、原材料短缺、運輸癱瘓、意外、戰爭、恐怖襲擊、暴亂、天災、起義、內亂、政府行動或法令）以致未能或延遲履行、遵守或符合本契約的任何條款、責任、規定或條件時，該一方均不會被視為違反本契約而在此情形下，客戶或本行（視乎情況而定）對於本契約項下所產生的責任及義務之無法履行或遲延履行均無須負任何責任，惟客戶與本行須於任何不可抗力事件發生時或後在可行的情形及時間下履行他們應負的責任及義務。

Any failure or delay in the performance, observance or fulfillment of any terms, obligations, provisions or conditions of this Agreement caused by an occurrence beyond the control of the Bank or the Customer (a "Force Majeure Event"), including fire, flood, strike or other labor dispute, shortage of material, transportation difficulty, accident, war, terrorism, riot, act of God, insurrection, civil disturbance, act of government, or government regulation, shall not be considered as a breach of this Agreement, and in such circumstances, neither the Bank nor the Customer (as the case may be) shall be liable for such failure or delay; provided, however, that the above shall not relieve either the Bank or the Customer from his/her/its obligations to perform its part of this Agreement at such times and to such extent as may be practicable during and subsequent to the intervention of any of the Force Majeure Events.

第二十三條 紀錄保存 Maintenance of Records

本行及申請人應保存所有交易指示類電子訊息紀錄（「有關紀錄」），並應確保其真實性及完整性。

本行對前項紀錄之保存，會盡合理的努力保存。保存期限至少為七年。

Each of the Bank and the Customer shall retain all the records in connection with the Instruction and Electronic Messages for effecting transactions through the Internet Banking Service (the "Records") and shall use its reasonable endeavors to ensure that they are accurate and complete. The Bank shall use its reasonable endeavors to retain such Records and agrees to retain such Records for at least seven years.

第二十四條 申請人須知及應注意事項 Customer's notice

一、在任何時候，申請人必須對電子網路銀行帳戶號碼、密碼保密，不可將密碼告知任何人(包括其聯名帳戶持有人)，尤其不可將此等資料以電子郵件傳送；及不應將相同之密碼用作使用其他服務(如接駁互聯網或其他網站之使用)。

The Customer shall ensure username, user password will not be disclosed to anyone anytime includes joint account holder, shall email this information, and never use the same user password for other services, such as: Internet or other website .

二、如發現有第三人冒用或盜用授權使用者代號、密碼，或其他任何未經合法授權之情形，應立即以電話或書面或其他約定方式通知他方停止使用該服務並採取防範之措施。。

Where the Customer or the Bank discovers that any third party has misused or stolen the username, User password, or any other circumstances where there is no lawful authorization, the Bank and/or the Customer shall notify the other party to suspend the use of the services and to take preventative measures by telephone , in writing or in other manners as agreed.

三、在任何情況下，申請人不可將密碼告知任何自稱為本行代表或本行職員或授權人士。

In any circumstance, The Customer shall not reveal User password to anyone who declare himself as a representation or

authorized person of the Banks.

四、在完成操作後，申請人應立即登出電子網路銀行服務及清除瀏覽器內的緩衝存儲(Temporary Internet files)。

The Customer shall log off the Internet Banking System and clean up the Temporary Internet files of the browser after completing the use of the service.

五、申請人切勿在使用電子網路銀行服務時離開電腦。

The Customer shall not leave the computer unattended when using the Internet Banking System.

六、申請人切勿透過公眾電腦使用電子網路銀行服務。

The Customer shall not use shared/public PCs for Internet Banking.

第二十五條 客戶彌償 Indemnity

受制於本契約第二十六條(三)，如因客戶使用本網上銀行服務或有關網頁，以及因任何其他人士（「有關使用者」）使用客戶所持有的使用者代號、密碼及動態密碼（如有）及/或其他識別資料使用本網上銀行服務或有關網頁，或客戶或任何有關使用者因違反或不遵守本契約之各條款，以致本行蒙受直接損害（不包含所失利益），客戶同意對本行作出彌償。

Subject to Article 26(3) of this Agreement, the Customer hereby agrees and undertakes to indemnify the direct losses(exclusive of loss in profit) or damages of the Bank, in connection with the use of the Internet Banking Service, relevant website(s) by the Customer or other person (the "Relevant User") where such person obtains access to the Internet Banking Service or such website by using the Customer's username, user password and/or the OTP password (if any) and/or such other identifiers, if any; or any breach or non-observance of any of the provisions of this Agreement by the Customer or by the Relevant User.

第二十六條 責任限制 Limitation of liability

一、申請人同意本行毋須對本行能力控制範圍以外之原因，包括但不限於任何機件不正常運作或故障所引致未能進行申請人指示或提供企業電子網路銀行服務部分或全部之服務負責，惟本行如有故意或重大過失者不在此限。

The Customer hereby acknowledges that no representation, warranty or undertaking, express or implied, whether by law or statute or otherwise, is or has been given by the Bank in relation to the Internet Banking Service, the Internet Banking System, any website of the Bank, any information or material contained or referred to in such website or otherwise provided via the Internet Banking Service or any hardware, software and device provided by the Bank.

二、至法律允許的最大限度，本行在此明示豁除及卸棄任何與本網路銀行服務、網路銀行系統、本行網站提供的資訊及材料及本行提供的軟硬體等有關的條款、條件、陳述、保證或責任，不論是明示、暗示、法定等，包括但不只限於與本網路銀行服務、網路銀行系統、本行網站提供的資訊及材料及本行提供的軟硬體的所有權、適合作特定用途、可商售性或品質標準有關的條款、條件、章則、陳述、擔保或責任，包括其為準確或沒有錯誤或遺漏者；包括其沒有侵犯第三者權利者；包括其將在任何特定時間提供及不會中斷，沒有電腦病毒或符合任何特定性能標準。

To the fullest extent permitted by law, the Bank hereby expressly excludes and disclaims any term, condition, representation, warranty or responsibility of any kind relating to the Internet Banking Services, the Internet Banking System, the Bank's website, information or materials contained or referred to therein or hardware, software or device(s) provided by the Bank, whether express or implied, by statute or otherwise, including without limitation, any such term, condition, representation, warranty or responsibility regarding the title, fitness for a particular purpose, merchantability

or standard of quality of the Internet Banking Services, the Internet Banking System, the Bank's website, information or materials contained or referred therein or hardware, software or device(s) provided by the Bank or that they will be accurate or free of errors or omissions, that they will not infringe any third party rights, that they will be available and uninterrupted at any particular time, free of computer viruses or adhere to any particular performance standards.

三、本行在不涉及任何嚴重疏忽的情形下，不會對因下列任何一種情形產生之任何結果負任何責任：

(a) 因申請人或任何有關使用者（不論經授權與否）使用本網路銀行服務及/或在使用本網路銀行服務時所查閱任何資料而產生的結果；或

(b) 提供或使用本網路銀行服務、傳送或處理指示或電子訊息或連接互聯網網址時，因任何行為、遺漏或在本行合理控制範圍以外的處境（包括但不限於任何通訊網絡失靈、本行的電腦系統錯誤、失靈或故障或任何第三方服務供應商的行為或疏忽）而導致任何錯誤、中斷、阻截、暫停、延誤、損失、無法使用、損毀或其他失靈情況。

In the absence of any gross negligence on the part of the Bank, the Bank shall not be held liable for any consequence arising from:

(a) the use of the Internet Banking Service by the Customer or the Relevant User (whether or not authorised) and/or access to any information as a result of such use; or

(b) any error, interruption, interception, suspension, delay, loss, unavailability, mutilation or other failure in providing, using or accessing the Internet Banking Service, in transmitting or processing the Instructions or Electronic Message or in connecting with the internet or website(s) caused by any acts, omissions or circumstances that beyond the reasonable control of the Bank including, without limitation, failure of any communication network, fault, failure or malfunction of the computer system of the Bank, or act or omission of any third party service.

四、本行網站所包含或透過本網路銀行服務提供的任何資訊及材料，僅作為一般參考之用，不應作為商業決策的依據。申請人不應在未經諮詢第一手或更準確或更新的資訊來源或特定的專業意見的情形下，依賴透過本行網站所包含或透過本網路銀行服務提供的任何意見或資訊。

All information or material contained in the website of the Bank or otherwise provided through the Internet Banking Service is provided for general information only and should not be used as a basis for making any business decisions. Any advice or information received via such website or otherwise provided via the Internet Banking Service should not be relied upon without consulting primary or more accurate or more up-to-date sources of such information or specific professional advice.

五、在任何情況下，本行均無須就申請人或有關使用者之間接、衍生、特殊、從屬或懲罰性的損害賠償而對申請人或任何有關使用者承擔任何責任。

In no event shall the Bank be liable to the Customer or Relevant User for any indirect, incidental, special, consequential or exemplary damages incurred by him/her/it.

六、受制於申請人遵守本契約中第 12、19 及 24 條及其他有關使用本網上銀行服務的安全、保安及保密的條款，及本行合理地認為客戶的行為並無涉及詐騙或嚴重疏忽的情形下，申請人毋須對下列原因引致的未經授權交易而導致的直接損失或損害負責任：

(a) 本行的保安系統未能預防的電腦罪行；或

(b) 本行引致或在本行合理之控制下的人為錯誤或系統錯誤；或

(c) 本行、其職員或代理人的詐騙或疏忽。

Provided that the Customer has complied with Articles 12, 19 and 24 and other provisions in relation the safety, confidentiality and security in connection with the use of the Internet Banking Service as set out herein, and in the reasonable opinion of the Bank that there is no gross negligence or fraud on the part of the Customer, the Customer shall not be liable for any direct loss or damage caused by unauthorized transactions conducted through the use of the Internet Banking Services as a result of:

- (a) a computer crime that is not prevented by the security system of the Bank;
- (b) a human or system error caused by or which is under the reasonable control of the Bank; or
- (c) fraud or negligence of the Bank, its staff or agents.

七、受限於第二十六條的其他條款及本契約項下其他的條款，當本行就其違反本契約而須根據本契約的條款承擔賠償責任時，於任何情況下，其賠償責任僅限於 (a) 有關交易的金額；及 (b) 申請人所蒙受的直接損害的金額，兩者中取較低者為準。

Subject to other provisions of this Article 26 and other Articles of this Agreement, where the Bank is liable to pay damages for breach of this Agreement in accordance with the terms herein, its liability for such damages shall be limited to the lesser amount of (a) the relevant transaction; and (b) the amount of loss directly suffered by the Customer.

第二十七條 替代服務管道 Alternatives

申請人瞭解如因本行系統維護需要、通訊線路忙碌或中斷等因素，致申請人暫時無法使用本網路銀行服務及／或網路銀行系統時，申請人在此情形下若需使用本行提供的服務，得自行選擇於本行正常營業時間內親臨本行營業櫃台辦理，或待本網路銀行服務及／或網路銀行系統恢復服務時再度使用。

The Customer agrees that where the Internet Banking Service and/or the Internet Banking System is not temporarily available due to system maintenance or where the system is busy or the connection is lost, and if he/she/it would like to use the service(s) provided by the Bank in such circumstances, the Customer shall either visit the service counter of the Bank during the normal business hours or wait until the Internet Banking Service and/or the Internet Banking System is/are resumed.

第二十八條 系統建置維護之外判 Outsourcing of System Maintenance

申請人瞭解網路銀行系統及其伺服器之建置維護是由本行位於臺灣的總行進行維運並同意及授權本行可於任何時間及無需事先通知申請人的情況下將網路銀行系統及其伺服器之建置維護外判予任何由本行以絕對的酌情權力不時指定的服務供應商進行維運，然而不論網路銀行系統及其伺服器之建置維護於香港境內或境外，本行會採取合理及可行的行動以確保申請人資料之安全及保安。

The Customer understands that the maintenance of the Internet Banking System and its servers are undertaken by the Bank's headquarter situated in Taiwan, and agrees and authorizes that the Bank may, at any time without prior notice to the Customer, contract out the maintenance of the Internet Banking System and its servers to any service provider(s) as the Bank may, in its absolute discretion, nominate from time to time. The Bank shall take reasonable and practicable steps to ensure the safety and security of the data of the Customer, irrespective of whether the Internet Banking System or its servers are operated or their maintenance takes place in Hong Kong or overseas.

第二十九條 電子訊息之效力 Effect of Instruction and Electronic Message

本行及申請人同意依本契約透過本網上銀行服務給予指示或交換之電子訊息（視乎情況而定）以進行之各項交易就

如申請人自行填具相關交易憑條並親簽或蓋用約定之印鑑後所為之交易般具同等效力。

本行就任何指示或電子訊息的記錄，除非有明顯的錯誤，否則應是最終及具約束力。

The Bank and the Customer agree that each transaction effected by giving an Instruction or Electronic Message (as the case may be) through the Internet Banking Service in accordance with this Agreement shall be taken as if such transaction has been effected by a transaction slip completed by the Customer with his/her/its signature or a prescribed seal affixed thereon.

The Bank's record of the Instruction and Electronic Message shall be final, binding and conclusive save for manifest error.

第三十條 申請人終止契約 Customer's termination of this Agreement

申請人得隨時終止本契約，但應親自或以其他約定方式辦理。須在本行實際收到有關書面通知後，該等通知方為生效。直至本網路銀行服務之終止正式生效前，所有依本契約之條款所作出之指示、傳送之電子訊息及申請人於本契約項下的所有義務及責任，仍具約束力及全面之效力。

The Customer may terminate the Internet Banking Service at any time by giving to the Bank a prior notice in writing, and such notice shall be effective only after the Bank has actually received the same. Until such termination has become effective, all Instructions given and Electronic Messages transmitted in accordance with this Agreement and all the Customer's obligations and liabilities as set out in this Agreement shall be binding and remain in full force and effect.

第三十一條 銀行終止契約 Bank's termination of this Agreement

本行任何時間如欲終止申請人使用本網上銀行服務或其部分服務時，須於擬終止日前三十日以書面或電子郵件方式通知客戶。但客戶如有下列情事之一者，本行可在不通知客戶的情形下隨時終止客戶使用本網上銀行服務或其部分服務：

- 一、未得本行事先書面同意，擅自將本網上銀行服務之權利或義務轉讓與第三人者。
- 二、客戶宣告破產或其破產之呈請向法院提交或破產程序已開始或已被法院宣告清盤、破產或資產重整者。
- 三、違反本契約之其他條款，經催告改善或限期請求履行未果者。
- 四、經本行在絕對的酌情權力下認為有不當使用或長時間佔用本行系統資源者。

本行可於任何時間或情形下刪除、取替、增加或修改本契約項下之任何條款，惟本行須根據適用的法律、法規、規定、守則或指引之要求給予申請人事先之通知，方可實行。

The Bank may terminate all or any part of the Internet Banking Service at any time by giving a prior thirty days notice in writing or by e-mail to the Customer. The Bank is entitled to terminate all or any part of the Internet Banking Service without notice to the Customer in any of the following circumstances:

1. The Customer assigns any right or obligation in relation to the Internet Banking Service to any third party without the prior written consent of the Bank.
2. The Customer is declared bankrupt or a petition is filed or a proceeding is commenced or an order is made by the Court against him/her/it for winding-up, insolvency, reconstruction or bankruptcy of the Customer.
3. The Customer is in breach of any other provision of this Agreement and has failed to rectify such breach notwithstanding relevant notification has been given by the Bank or has failed to do so within the period as specified by the Bank.
4. The Bank, in its absolute discretion, considers that the Customer is misusing or there is a prolonged occupation of the Bank's system by the Customer.

The Bank may at any time remove, replace, add or amend any provision of this Agreement by giving prior notice to the

Customer in accordance with the requirements of applicable laws, rules, regulations, codes and guidelines.

第三十二條 契約修訂 Modification of this Agreement

本契約如有未盡事宜，得經本行及申請人協議，以書面補充或修正之。

Any matters not provided herein shall be supplemented or amended in writing subject to both parties' agreement.

第三十三條 文書送達 Communication

除本行與申請人另有書面約定或本契約另有所指外，申請人同意以開戶時所指明之地址或留存於本行之電子郵件信箱、手機號碼為本契約項下須發出的相關文書或通知（「通訊」）之送達處所（合稱，「最初地址」）。倘日後變更，申請人向本行承諾儘快以書面或其他約定方式通知本行，並同意改依經通知本行的變更之地址或電子郵件信箱、手機號碼於有關變更生效後為送達處所（「最新地址」）；如申請人未以書面或其他本行與申請人約定之方式通知變更最初地址或最新地址（視乎情況而定）時，本行仍以申請人最初地址或最後通知本行之地址、電子郵件信箱或手機號碼為通訊送達處所。本行對申請人所發送之通訊：

Unless otherwise agreed between the Bank and the Customer in writing or otherwise provided herein, the Customer hereby agrees that any document or notice required to be given pursuant to this Agreement (the "Communication") may be delivered to the address as specified by the Customer to the Bank when opening the bank account with the Bank or to the e-mail address or Cell phone number in the Bank's record (collectively, the "Initial Address"). The Customer undertakes to notify the Bank as soon as possible of any future change of the Initial Address in writing (or in such other manner as may be agreed between the Bank and the Customer) and agrees and acknowledges that any future Communication will be delivered to such new address, e-mail address, or Cell phone number as notified to the Bank (the "Latest Address") after such change has become effective; If the Customer fails to notify the Bank of any change of his/her/its Initial Address or Latest Address (as the case may be) as aforesaid, the Initial Address or the address, e-mail address or Cell phone number last known to the Bank shall be deemed to be the valid address to which the Communication can be delivered. Communication shall be deemed to have been delivered by the Bank to the Customer:

一、如以專人遞送，以送抵之時即視為已送達。

If delivered by courier, at the time of delivery.

二、如以郵寄方式遞送，以投寄後四十八小時（假若通過空郵發送到另一國家，郵寄後七十二小時）即視為已送達；

If delivered by post, 48 hours after posting (if delivered by airmail to overseas country, 72 hours after posting).

三、如以電子郵件或手機短訊方式遞送，以申請人的資訊系統或手機（視乎情況而定）接受該等訊息時即視為已送達。

If delivered by e-mail or short mobile message, at the time where such e-mail or short mobile message is accepted by e-mail information system or Cell phone of the Customer (as the case may be).

除本行與申請人另有書面約定或本契約另有所指外，本行根據本網路銀行服務對申請人所發送之通訊，於送達時，申請人即被視為已知悉及瞭解該等通訊之內容。

除本行與申請人另有書面之約定或本契約另有所指外，申請人對本行所發送之通訊，應被視為在本行實際收到的日期送達本行。

Unless otherwise agreed between the Bank and the Customer in writing or otherwise provided herein, where Communication is delivered to the Customer in accordance with this Article, the Customer is deemed to have been notified of and understood the content of such Communication.

Unless otherwise agreed between the Bank and the Customer in writing or otherwise provided herein, Communication sent by the Customer to the Bank shall be deemed to have been delivered to the Bank on the date of actual receipt.

第三十四條 管轄法律及司法管轄權 Governing Law and Jurisdiction

本網路銀行服務及本契約受香港特別行政區(「香港」)之法律管轄及根據香港法律予以解釋。

客戶與本行均同意接受香港法院行使非專屬司法管轄權，惟本契約亦可在任何擁有司法管轄權之法院被強制執行。

客戶與本行均須受本契約及香港《個人資料(私隱)條例》(香港法例第 486 章) 及普通法下的適用的保密規定之限制。

本契約是依據香港銀行公會所頒發的《銀行營運守則》適用之條款所擬定。

The Internet Banking Service and this Agreement are governed by and shall be construed in accordance with the laws of Hong Kong Special Administrative Region ("Hong Kong").

Each of the Bank and Customer hereby agrees to submit to the non-exclusive jurisdiction of the Courts of Hong Kong and that enforcement of this Agreement may be sought at courts of any competent jurisdiction.

Each of the Bank and Customer hereby agrees to be bound by the terms and conditions in relation to the confidentiality as set out in this Agreement, the Personal Data (Privacy) Ordinance (Chapter 486 of the laws of Hong Kong) and the confidentiality provisions applicable to the Customer at common laws in relation to privacy.

This Agreement is made in accordance with the applicable provisions of the Code of Banking Practice issued by Hong Kong Association of Banks.

第三十五條 標題 Headings

本契約各條標題，僅為查閱方便而設，不影響契約有關條款之解釋、說明及瞭解。

The headings herein are provided for convenient reference only, which shall not affect the interpretation, construction and understanding of the relevant provisions herein.

第三十七條 其他 Miscellaneous

一、就有關兩位或以上人士於本行開設之戶口，於本契約內對「申請人」的提述應相應地解釋以包括聯名戶口持有人而該等聯名戶口持有人就有關戶口、本網路銀行服務及本契約有關的與本行之所有協議、義務、權力及債務均為共同及各別的。

In respect of account(s) operated by or opened in the names of two or more persons, any reference herein to Customer shall be construed to include all and each of such joint account holders and all agreements, obligations, powers, authorities and liabilities of such joint account holders to the Bank in connection with such account, the Internet Banking Service or this Agreement shall be joint and several.

二、若本契約之任何條款或任何部分在任何有管轄權的法庭或執法機構被視為不合法、無效或無法執行，其他條款及其部分的合法性、有效性及可執行性在任何方面將不受影響及仍具全面的約束力及效力。

If any provision of this Agreement or any part thereof shall be, or to be found by any authority or court of competent jurisdiction to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the other provisions of this Agreement or any part thereof, all of which shall remain in full force and effect.

三、本行的任何延誤、遺漏或疏忽，並不影響本行在本契約項下的任何權利、權力或補償權，亦不會被視為對該等權利、權力或補償權的放棄，而任何對該等權利、權力或補償權的單一或部分行使並無阻礙對其進一步的行使或對其他權利、權力或補償權的行使。本條款下的權利、權力及補償權與本行其他法定權利、權力及補償權是互相累積而非互相排除。

No failure, omission or delay by the Bank in exercising any right, power or remedy hereunder shall impair such right, power or remedy or operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies herein provided are cumulative and do not exclude any other rights, powers and remedies provided by law.

四、除非文義另有所指，否則「人士」或「申請人」一詞的涵義可包括個人、商號、公司、法團及非法團性質之組織。

Unless the context otherwise requires, "person" or "Customer" shall include an individual, firm, company, corporation and an unincorporated body of persons.

五、本行不時提供予申請人的其他服務及設施之有關的條款和條件，跟本契約一同適用。如出現兩者不一致的情形，就本網路銀行服務而言，則以其他服務及設施之有關係款和條件為準。

The terms and conditions for other services and facilities provided or to be provided by the Bank to the Customer from time to time shall apply in addition to this Agreement. If there is any inconsistency, for the purpose of the Internet Banking Service, the terms and conditions for other services and facilities shall prevail.

六、本契約之中文版本只作參考之用，各條款之中英文版本如有不一致的情形，應以英文版本為準。

The Chinese version of this Agreement is for reference only. In the event of any inconsistency between the English version and the Chinese version of this Agreement, the English version shall prevail.

臺灣土地銀行香港分行全球資訊網網址 <https://hk.landbank.com.tw>

密碼初值單及 OTP Token 領取收據

日期：_____

致：



有關本人 / 本公司向 貴分行申請網路銀行之服務，茲確認收到以下密碼初值單及 OTP Token：

客戶編號：_____密碼初值單乙份；

OTP Token 序號：_____ 至 _____ 之

密碼初值單_____份及 OTP Token_____台。

戶名：_____

簽名：_____

(請用約定的簽署式樣簽署)

銀行專用		
SUPERVISOR	TELLER	S. V.

辦理委託傳真或電子郵件指示作業
指定電話確認人員授權書

客戶編號：

帳戶名稱：

本人(等)「授權人」依貴行「委託傳真或電子郵件指示授權書」辦理傳真或電子郵件指示作業時，可供電話確認作業之被授權人員名單如下：

1. 姓名：

身份證字號：

確認連絡電話：

電子郵件：

2. 姓名：

身份證字號：

確認連絡電話：

電子郵件：

3. 姓名：

身份證字號：

確認連絡電話：

電子郵件：

4. 姓名：

身份證字號：

確認連絡電話：

電子郵件：

此致：臺灣土地銀行香港分行

日期：

授權人：

自然人客戶 FATCA 身分辨識檢核表

FATCA Individual Identification Form

客戶姓名 Name of Customer :	客戶身分證統一編號 ID/A.R.C. No. :	帳號 Account No. :
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I. 檢視/取得文件類型：

Documentation to be reviewed/retained

- ☐ 印鑑卡(Signature Card)
- ☐ 身分證(I.D. Card)
- ☐ 統一證號基資表、護照、居留證(Record of ID No. in the Republic of China、foreigner's Passport and/or Alien Resident Certificate)
- ☐ 授權書(Letter of Authorization)
- ☐ W-8-BEN (客戶簽署日期 Signature Date : _____)
- ☐ W-9 及 遵循 FATCA 法案個資同意書(W-9 and Letter of Consent for the Collection, Processing and Use of Personal Information for FATCA Compliance)
- ☐ 其他 (含留存在本行之其他資料) Others (including other documentation maintained by the branch) : _____

II. 辨識結果：

Classification :

- ☐ 不具美國指標 (FATCA 身分別 0000 -非美籍)
Non-Specific U.S. person with none of the U.S. indicia listed below are identified (FATCA Status Code.:0000 - Non-Specific U.S. person)
- ☐ 具美國指標但非美國籍者 及應取得文件 (FATCA 身分別 0000 -非美籍)
Non-Specific U.S. person with the U.S. indicia listed below are identified and Documentation to be retained. (FATCA Status Code: 0000 - Non-Specific U.S. person)
 - ☐ 1 美國公民或居民 (應取得：W-8-BEN)
Designation of the account holder as a U.S. citizen or resident (Maintain a record of W-8-BEN)
 - ☐ 2 美國出生地 (應取得：美國官方核發之喪失美國國籍證明)
A U.S. place of birth (Maintain a record of a copy of the Account Holder's Certificate of Loss of Nationality of the United States)
 - ☐ 3 美國居住或郵寄地址 (應取得：W-8-BEN)
A current U.S. residence address or U.S. mailing address (Maintain a record of Form W-8-BEN)
 - ☐ 4 美國電話號碼 (應取得：W-8-BEN)
A current U.S. telephone number (Maintain a record of Form W-8-BEN)
 - ☐ 5 持續指示匯款至美國帳戶 (應取得：W-8-BEN)
Standing instructions to pay amounts from the account to an account maintained in the United States (Maintain a record of Form W-8-BEN)
 - ☐ 6 受託人具有美國地址
A current power of attorney or signatory authority granted to a person with a U.S. address
 - ☐ 7 只留有轉信或代收郵寄地址
An "in-care-of" address or a "hold mail" address that is the sole address the FFI has identified for the account holder

☐ 美籍自然人^註 (FATCA 身分別 1100-美籍)
(應取得: W-9 及遵循 FATCA 法案個資同意書)

Specific U.S. Person* (FATCA Status Code: 1100 - Specific U.S. Person)

(Maintain a record of W9 and the Letter of Consent for the Collection, Processing and Use of Personal Information for FATCA Compliance)

III. 客戶通聯記錄欄：

Communication Records :

聯絡日期 Contact Date								
聯絡方式 Contact Manner								
聯絡人員 PIC of contact								

☐ 客戶拒簽自然人客戶 FATCA 身分辨識聲明書

Customer refuses to sign the Declaration of Individual regarding FATCA Status

日期 _____ 經辦 _____ 主管 _____
Date : _____ PIC : _____ Manager : _____

註：美籍自然人係指美國公民及美國居民，包括具有美國國籍者、具有美國永久居留權(綠卡)者，以及當年度入境美國並居留 183 天以上者，或當年度實際居留美國 31 天以上且往前推算三年內居留天數之加權平均達 183 天者。『加權平均』係以報稅年度及前二年在美居留天數「加權」計算，當年度在美國實際居留天數 x 1 + 前一年度在美國實際居留天數 x 1/3 + 前二年度在美國實際居留天數 x 1/6。The term Specific U.S. person means a U.S. citizen or tax resident refers to people who is an American (holds a U.S. passport), a green card holder, or people who stay in the U.S. for over 183 days in a year, or who stay in the U.S. for over 31 days in the current year and 183 days during the 3 year period that includes the current year and the 2 years immediately before. To satisfy the 183 days requirement, count:

- ☐ All of the days you were present in the current year, and
- ☐ One-third of the days you were present in the first year before the current year, and
- ☐ One-sixth of the days you were present in the second year before the current year.