

**Supplemental Agreement for Collection and
Use of Customer Information,
[Financial Crime Risk Management Activity and Tax Compliance]**

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This agreement is supplemental to General Agreement for Accounts and Services ("the Master Agreements") entered into by and between you and HSBC Bank (Taiwan) Limited (the "Bank"), and sets up the terms and conditions in relation to the collection and use of customer information (financial crime risk management activity and tax compliance) ("these Terms"). You hereby agree to be bound by these Terms contained hereafter when applicable.

1. DEFINITIONS

Capitalised terms used in this clause shall have the following meanings

- 1.1. "**Authorities**" includes any judicial, administrative, public or regulatory body, any government, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, or any of their agents with jurisdiction over any part of the HSBC Group.
- 1.2. "**Compliance Obligations**" means obligations of the HSBC Group to comply with: (a) Laws or international guidance and internal policies or procedures, (b) any demand from Authorities or reporting, disclosure or other obligations under Laws, and (c) Laws requiring the Bank to verify the identity of the Bank's customers and the Connected Person.
- 1.3. "**Connected Person**" means a person or entity (other than you) whose information (including Personal Data or Tax Information) you provide, or which is provided on your behalf, to any member of the HSBC Group or which is otherwise received by any member of the HSBC Group in connection with the provision of the Services. A Connected Person may include, but is not limited to, any guarantor, a director or officer of a company, partners or members of a partnership, any "substantial owner", "controlling person", or beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, your representative, agent or nominee, or any other persons or entities with whom you have a relationship that is relevant to your relationship with the HSBC Group.
- 1.4. "**controlling persons**" means individuals who exercise control over an entity. For a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and anybody else who exercises ultimate effective control over the trust, and for entities other than a trust, these are persons in equivalent or similar positions of control.
- 1.5. "**Customer Information**" means your Personal Data, confidential information, and/or Tax Information or that of a Connected Person.
- 1.6. "**Financial Crime**" means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or any acts or attempts to circumvent or violate any Laws relating to these matters.
- 1.7. "**HSBC Group**" means HSBC Holdings plc, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually), and "member of the HSBC Group" has the same meaning.
- 1.8. "**Laws**" include any local or foreign law, regulation, judgment or court order, voluntary code, sanctions regime, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to HSBC or a member of the HSBC Group.
- 1.9. "**Personal Data**" means any information relating to an individual from which they can be identified.
- 1.10. "**Services**" includes (a) the opening, maintaining and closing of your bank accounts, (b) providing you with credit facilities and other banking products and services, processing applications, credit and eligibility assessment, and (c) maintaining the Bank's overall relationship with you, including marketing services or products to you, market research, insurance, audit and administrative purposes.
- 1.11. "**substantial owners**" means any individuals entitled to more than 10% of the profits of or with an interest of more than 10% in an entity either directly or indirectly.

- 1.12. "**Tax Authorities**" means domestic or foreign tax, revenue or monetary authorities.
- 1.13. "**Tax Certification Forms**" means any forms or other documentation as may be issued or required by a Tax Authority or by the Bank from time to time to confirm your tax status or the tax status of a Connected Person.
- 1.14. "**Tax Information**" means documentation or information about your tax status and the tax status of any owner, "controlling person", "substantial owner" or beneficial owner.

2. COLLECTION, PROCESSING AND SHARING OF CUSTOMER INFORMATION

This clause 2-5 explains how the Bank will use your information and that of Connected Persons. By using the Services, you agree that the Bank and members of the HSBC Group shall use Customer Information in accordance with such clauses.

Customer Information will not be disclosed to anyone (including other members of the HSBC Group), other than where:

- (a) The Bank is legally required to disclose;
 - (b) The Bank has a public duty to disclose;
 - (c) The Bank's or a third party's legitimate business purposes require disclosure;
 - (d) The disclosure is made with your consent; or
- it is disclosed as set out in these Terms.

COLLECTION

2.1. The Bank and other members of the HSBC Group may collect, use and share **Customer Information** (including relevant information about you, your transactions, your use of the Bank's products and services, and your relationships with the HSBC Group). **Customer Information** may be requested by the Bank or on the Bank's behalf or that of the HSBC Group, and may be collected from you directly, from a person acting on your behalf, from other sources (including from publicly available information), and it may be generated or combined with other information available to the Bank or any member of the HSBC Group.

PROCESSING

- 2.2. Customer Information will be processed, transferred and disclosed by the Bank and/or members of the HSBC Group in connection with the following Purposes (the "Purposes"):
- (a) The provision of Services and to approve, manage, administer or effect any transactions that you request or authorise,
 - (b) Meeting Compliance Obligations,
 - (c) Conducting Financial Crime Risk Management Activity,
 - (d) Collecting any amounts due and outstanding from you,
 - (e) Conducting credit checks and obtaining or providing credit references,
 - (f) Enforcing or defending the Bank's rights, or those of a member of the HSBC Group,
 - (g) For the Bank's internal operational requirements or those of the HSBC Group (including credit and risk management, system or product development and planning, insurance, audit and administrative purposes),
 - (h) Maintaining the Bank's overall relationship with you (including marketing or promoting financial services or related products and market research),
 - (i) Other specific purposes listed in Annex 2 of the PDPA Notice.

SHARING

- 2.3. By using the Services, you agree that the Bank may, as necessary and appropriate for the Purposes, transfer and disclose any Customer Information to the following recipients globally (who may also process, transfer and disclose such Customer Information for the Purposes):
- (a) Any member of the HSBC Group;
 - (b) Any sub-contractors, agents, service providers, or associates of the HSBC Group (including their employees, directors and officers);

- (c) Any Authorities, in response to their requests;
- (d) Persons acting on your behalf, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which you have an interest in securities (where such securities are held by the Bank for you);
- (e) Any party to a transaction acquiring interest in, or assuming risk in, or in connection with, the Services;
- (f) Other financial institutions, credit reference agencies or credit bureaus, for the purposes of obtaining or providing credit references;
- (g) Any third party fund manager who provides asset management services to you (if applicable);
- (h) Any introducing broker to whom the Bank provide introductions or referrals (if applicable);
- (i) In connection with any HSBC business transfer, disposal, merger or acquisition (if applicable); and
- (j) The recipients of use for the personal data listed in Annex 2 of the PDPA Notice, wherever located, including in jurisdictions which do not have data protection laws that provide the same level of protection as the jurisdiction in which the Services are supplied.

YOUR OBLIGATIONS

- 2.4.** You agree to inform the Bank promptly in writing if there are any changes to Customer Information supplied to the Bank or a member of the HSBC Group from time to time, and to respond promptly to any request from the Bank or a member of the HSBC Group.
- 2.5.** You confirm that every Connected Person/person whose information (including Personal Data or Tax Information) you have provided to the Bank or a member of the HSBC Group has (or will at the relevant time have) been notified of and agreed to the collecting, processing, using, cross-border transfer, transfer and disclosure of their information as set out in these Terms. You shall advise any such individuals that they have rights of access to, and correction of, their Personal Data.
- 2.6.** Where:
- you fail to provide promptly Customer Information that the Bank reasonably requested, or
 - you withhold or withdraw any consents that the Bank may need to process, transfer or disclose Customer Information for the Purposes (except for purposes connected with marketing or promoting products and services to you), or
 - the Bank has, or a member of the HSBC Group has, suspicions regarding Financial Crime or an associated risk, the Bank may:
 - (a) Be unable to provide new, or continue to provide all or part of the, Services to you and reserve the right to terminate the Bank's relationship with you;
 - (b) Take actions necessary for the Bank or a member of the HSBC Group to meet the Compliance Obligations; and/or
 - (c) Block, transfer or close your account(s) where permitted under local Laws. In addition, if you fail to supply promptly your, or a Connected Person's, Tax Information and accompanying statements, waivers and consents, as may be requested, then the Bank may make its own judgment with respect to your status, including whether you are reportable to a Tax Authority, and may require the Bank or other persons to withhold amounts as may be legally required by any Tax Authority and paying such amounts to the appropriate Tax Authority.

3. DATA PROTECTION

- 3.1.** Whether it is processed in a home jurisdiction or overseas, in accordance with data protection legislation, Customer Information will be protected by a strict code of secrecy and security which all members of the HSBC Group, their staff and third parties are subject to.
- 3.2.** Under relevant data protection legislation, you have the right to request copies of certain categories of Personal Data which may be held and to request that any errors in such data are corrected.

4. FINANCIAL CRIME RISK MANAGEMENT ACTIVITY

- 4.1.** The Bank, and members of the HSBC Group, are required, and may take any action to meet Compliance Obligations relating to or in connection with the detection, investigation and prevention of Financial Crime (“**Financial Crime Risk Management Activity**”). Such action may include, but is not limited to: (a) screening, intercepting and investigating any instruction, communication, drawdown request, application for Services, or any payment sent to or by you, or on your behalf, (b) investigating the source of or intended recipient of funds (c) combining Customer Information with other related information in the possession of the HSBC Group, and/or (d) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming your identity and status.
- 4.2.** Exceptionally, the Bank's Financial Crime Risk Management Activity may lead to the Bank delaying, blocking or refusing the making or clearing of any payment, the processing of your instructions or application for Services or the provision of all or part of the Services. To the extent permissible by law, neither the Bank nor any other member of HSBC Group shall be liable to you or any third party in respect of any loss (however it arose) that was suffered or incurred by you or a third party, caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.

5. TAX COMPLIANCE

You acknowledge that you are solely responsible for understanding and complying with your tax obligations (including but not limited to, tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of account(s) and/or Services provided by the Bank and/or members of the HSBC Group. Each Connected Person acting in their capacity as a Connected Person (and not in their personal capacity) also makes the same acknowledgement in their own regard. Certain countries may have tax legislation with extra-territorial effect regardless of your or Connected Person's place of domicile, residence, citizenship or incorporation. Neither the Bank nor any member of the HSBC Group provide tax advice. You are advised to seek independent legal and/or tax advice. Neither the Bank nor any member of the HSBC Group have responsibility in respect of your tax obligations in any jurisdiction which they may arise including any that may relate specifically to the opening and use of account(s) and/or Services provided by the Bank and/or members of the HSBC Group.

6. MISCELLANEOUS

- 6.1.** In the event of any conflict or inconsistency between any of these Terms and those in any other service, product, business relationship, account or agreement between you and the Bank, these Terms shall prevail. Any consents, authorisations, HSBC requested waivers and permissions that already exist from you in relation to Customer Information shall continue to apply in full force and effect, to the extent permissible by applicable local law.
- 6.2.** If all or any part of the provisions of these Terms become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of these Terms in that jurisdiction.

7. SURVIVAL UPON TERMINATION

These Terms shall continue to apply notwithstanding their termination, any termination by the Bank or a member of the HSBC Group of the provision of any Services to you or the closure of any account, to the extent necessary to perform duties or to operate the business of the Bank or any other member of the HSBC Group.