Confidentiality and Data Privacy Conditions
保密及資料隱私條款

1. Introduction

These conditions (**"Conditions"**) explain how each party may use, and must protect, the other party's Confidential Information (including Personal Data) in connection with the provision by the Bank, and receipt and use by the Customer, of accounts and other products and services, whether or not account-related (collectively, **"Services"**). **"Bank"** has the meaning specified in the terms and conditions which incorporate or otherwise reference these Conditions.

1. 簡介

本保密及資料隱私條款(下稱**「本條款」**)說明各方當事人如何使用並且必須保護他方當事人之「機密資訊」(包括「個人資料」),該等資訊與花旗銀行提供以及顧客接收與使用帳戶及其他產品與服務有關(無論是否與帳戶相關)(以下合稱**「服務」**)。**「花旗銀行」**一詞與以納入包含或以其他方式引用「本條款」之約定與條款所訂之意義相同。

2. Protection of Confidential Information

2.1 Definitions

"Confidential Information" means information (in tangible or intangible form) relating to the disclosing party and/or its affiliates (including any entity that directly or indirectly controls, is controlled by or is under common control with, a party), branches or representative offices (collectively, **"Affiliates"**) or their respective Representatives or Owners, that is received or accessed by the receiving party or its Affiliates or their respective Representatives in connection with providing, receiving or using Services. "Confidential Information" includes Personal Data, information relating to the Bank's products and services and the terms and conditions on which they are provided, technology (including software, the form and format of reports and online computer screens), pricing information, internal policies, operational procedures, bank account details, transactional information, and any other information, in each case that: (i) is designated by the disclosing party as confidential at the time of disclosure; (ii) is protected by applicable bank secrecy or other laws and regulations; or (iii) a reasonable person would consider to be of a confidential and/ or proprietary nature given the nature of the information and the circumstances of its disclosure.

2. 機密資訊之保護

2.1 定義

「機密資訊」係指與揭露方及/或其關係企業(包括任何直接或間接控制一方當事人之實體、受一方當事人控制之實體、或與一方當事人受同控制之實體)、分公司/分行或代表辦事處)(以下合稱**「關係企業」**)或其等個別「代表人」或「所有人」相關之有形或無形資訊,於提供、接收或使用「服務」時,經接收方或其「關係企業」或其等個別「代表人」所接收或存取者。「機密資訊」包括「個人資料」、與花旗銀行產品和服務有關之資訊以及提供該等產品及服務所依據之約定與條款、技術(包括軟體、報告之形式及格式及線上電腦螢幕)、定價資訊、內部政策、作業程序、銀行帳戶明細、交易資訊,以及於以下各情況下之任何其他資訊:(i) 揭露方於揭露時指明具有機密性之資訊;(ii) 經所適用之銀行保密法或其他相關法令所保障之資訊;或 (iii) 依一般合理之人依據資訊之性質及揭露情況認定具有機密及/或專屬性質之資訊者。

"Owner" means any natural person or entity (or its branch) that: (i) owns, directly or indirectly, stock of, or profits, interests or capital or beneficial interests in, a party; or (ii) otherwise owns or exercises control over a party directly or indirectly through ownership, controlling interest or any other arrangement or means, including: (a) a person who ultimately has a controlling interest in, or who otherwise exercises control over, a party; or (b) the senior managing official(s) of a party.

「所有人」係指符合下列任一條件之任何自然人或實體(或其分公司):(i) 直接或間接持有一方當事人股份、利潤、利益、資本或受益權者;或 (ii) 透過股權、控制權或任何其他安排或以其他方式直接或間接持有一方當事人、或對其行使控制權者,包括:(a) 對一方當事人具有最終控制權,或對一方當事人得以其他方式行使控制權之人;或 (b) 一方之高階經理人。

"Representatives" means a party's officers, directors, employees, contractors, agents, representatives, professional advisers and Third Party Service Providers.

「代表人」係指一方當事人之經理人、董事、員工、約聘人員、代理人、代表人、專業顧問及「第三方服務提供者」。

2.2 Protection

The receiving party will keep the disclosing party's Confidential Information confidential on the terms hereof and exercise at least the same degree of care with respect to the disclosing party's Confidential Information that the receiving party exercises to protect its own Confidential Information of a similar nature, and in any event, no less than reasonable care. The receiving party will only use and disclose the disclosing party's Confidential Information to the extent permitted in these Conditions.

2.2 保護

就揭露方之「機密資訊」,接收方將依「本條款」之約定予以保密,並應與其保護具類似性質之自有「機密資訊」盡至少相同程度之注意義務,且於任何情況下均不低於合理之注意義務。接收方將僅於「本條款」所允許之範圍內,使用並揭露揭露方之「機密資訊」。

2.3 Exceptions to confidentiality

Notwithstanding anything in these Conditions to the contrary but subject to Data Protection Law, the restrictions on the use and disclosure of Confidential Information in these Conditions do not apply to information that: (i) is in or enters the public domain other than as a result of the wrongful act or omission of the receiving party or its Affiliates or their respective Representatives in breach of these Conditions; (ii) is lawfully obtained by the receiving party from a third party, or is already known by the receiving party, in each case without notice of any obligation to maintain it as confidential; (iii) is independently developed by the receiving party without reference to the disclosing party's Confidential Information; (iv) an authorized officer of the disclosing party has agreed in writing that the receiving party may disclose on a non-confidential basis; or (v) has been anonymized and/or aggregated with other information such that neither the Confidential Information of the disclosing party nor the identity of any Data Subject is disclosed.

2.3 保密義務之例外

縱「本條款」另有相反約定,但在遵守資料保護法令之前提下,「本條款」對「機密資訊」使用與揭露之限制,不適用於下列資訊:(i) 非因接收方或其「關係企業」、或其等個別「代表人」違反「本條款」之不當行為或不作為,而使該資訊處於或成為公眾所知之資訊;(ii) 接收方自第三方所合法取得之資訊或接收方原已知悉之資訊,且於各情況下接收方皆未獲告知其就該資訊負有任何保密義務;(iii) 未參考揭露方之「機密資訊」而由接受方獨立開發之資訊;(iv) 經揭露方之授權人員書面同意接收方得以非機密之方式揭露之資訊;或 (v) 該資訊已匿名化處理及/或已連同其他資訊進行彙總,而使揭露方之「機密資訊」或任何「資料主體」之身分均未揭露之資訊。

3. Authorized disclosures

3. 經授權之揭露

3.1 Definitions.

"Bank Recipients" means the Bank, Bank Affiliates and their respective Representatives.

3.1 定義

「花旗銀行接收人」係指花旗銀行、花旗銀行「關係企業」及其等個別「代表人」。

"Payment Facilitator" means a third party that forms part of a payment system infrastructure or which otherwise facilitates payments, including without limitation, communications, clearing and other payment systems or similar service providers; intermediary, agent and correspondent banks; digital or ewallets; or similar entities.

"Permitted Purposes" means in relation to a party's (or its Affiliates' or their respective Representatives') use of the other party's (or its Affiliates' or their respective Representatives') Confidential Information:

(A) To provide, or to receive and use, the Services in accordance with their respective terms and conditions and to undertake related activities, such as, by way of non-exhaustive example:

(1) To fulfill applicable domestic and foreign legal, regulatory and compliance requirements (including know your customer (KYC) and anti-money laundering (AML) obligations applicable to a party and/or its Affiliates) and to otherwise make the disclosures specified in Condition 3.3 (Legal and regulatory disclosure);

(2) To verify the identity or authority of a party's Representatives who interact with the other party;

(3) For risk assessment, information security management, statistical, trend analysis and planning purposes;

(4) To monitor and record calls and electronic communications with the other party for quality, training, investigation and fraud and other crime prevention purposes;

(5) For fraud and other crime detection, prevention, investigation and prosecution;

(6) To enforce and defend a party's or its Affiliates' rights; and

(7) To manage a party's relationship with the other party (which may include the Bank providing information to the Customer and its Affiliates about the Bank's and Bank Affiliates' products and services);

(B) To make disclosures to third parties to whose accounts the Customer instructs the Bank or Bank Affiliates to make or receive a payment from an account, or to enable such third parties to perform payment reconciliations;

(C) To make disclosures to Payment Facilitators and to the Bank's and Bank Affiliates' Third Party Service Providers in connection with the provision of the Services;

「支付機構」係指構成支付系統基礎建設之一部分的其他第三方，或以其他方式協助付款之第三方，包括但不限於通訊、清算或其他支付系統或類似服務之提供者，以及中間轉匯行、代理行及通匯行，以及數位或電子錢包，以及其他類似實體。

「許可目的」就一方當事人(或其「關係企業」或其等個別之「代表人」)使用他方當事人(或其「關係企業」或其等個別「代表人」)之「機密資訊」而言，係指：

(A) 依各自約定與條款提供、接收及使用「服務」並進行相關活動，例如(但不限於)下列活動：

(1) 為履行適用本國及外國法律、法規及法令遵循規定(包括一方當事人及/或其「關係企業」所適用之認識顧客(KYC)及洗錢防制(AML)義務)，以及為進行「本條款」第3.3條(法律及與主管機關要求之監理揭露)所載之揭露；

(2) 為驗證與他方當事人聯繫之一方當事人之「代表人」的身分或權限；

(3) 為進行風險評估、資訊安全管理、統計、趨勢分析及規劃等目的；

(4) 為確保服務品質、教育訓練、調查及防範詐欺與其他犯罪等目的之監控及對與他方當事人電話及電子通訊之紀錄；

(5) 為偵測、防範、調查及起訴詐欺與其他犯罪等目的；

(6) 為執行一方當事人或其「關係企業」之權利或為其抗辯；及

(7) 為管理一方當事人與他方當事人間之關係(可能包括花旗銀行向顧客及其「關係企業」提供有關花旗銀行及花旗銀行「關係企業」產品及服務之資訊)；

(B) 向顧客指示花旗銀行或花旗銀行「關係企業」對其帳戶進行支付或接收款項之第三方為揭露，或為使該第三方得執行付款對帳；

(C) 向「支付機構」或花旗銀行及花旗銀行「關係企業」之「第三方服務提供者」揭露與「服務」相關之資訊；

(D) To make disclosures to, and to obtain information from, credit information bureaus, credit rating agencies, central banks or other bodies in connection with risk-based analysis and decisions by the Bank or where such disclosures are otherwise required by applicable law or regulation;

(D) 基於花旗銀行之風險分析或決策，或依相關法令要求揭露之情況下，向徵信機構、信用評等機構、中央銀行或其他機構為揭露，以及自該等機構獲取有關資訊；

(E) To make disclosures to the disclosing party's Affiliates and third party designees;

(E) 向揭露方之「關係企業」及第三方被指定之人為揭露；

(F) In connection with the provision of products and services (including supporting the opening of accounts) by the Bank and Bank Affiliates to the Customer's Affiliates; and

(F) 與花旗銀行及花旗銀行「關係企業」提供產品及服務（包括支援帳戶開立）予顧客之「關係企業」相關之目的；及

(G) For any additional purposes expressly authorized by the other party.

(G) 他方當事人所明示授權之任何其他目的。

"Third Party Service Provider" means a third party selected by the receiving party or its Affiliate to provide services to or for the benefit of the receiving party, and who is not a Payment Facilitator (eg, technology service providers, business process service providers, call center service providers, outsourcing service providers, consultants and other external advisors).

「第三方服務提供者」係指非「支付機構」而經接收方或其「關係企業」選任以向其提供服務或為其利益而選任之第三方（例如科技服務提供者、業務流程服務提供者、電話客服中心服務提供者、委外服務提供者、諮詢顧問及其他外部顧問）。

3.2 Permitted disclosures

The disclosing party agrees (and where required by applicable bank secrecy or other laws is hereby deemed to provide a waiver and/or release to ensure) that the receiving party may use and disclose the disclosing party's Confidential Information to the receiving party's Affiliates and to its and their respective Representatives, Payment Facilitators and any other third party recipients specified in these Conditions, who require access to such Confidential Information to the extent reasonably necessary to fulfil the relevant Permitted Purposes. The receiving party shall ensure that any of its Affiliates and Representatives to whom the disclosing party's Confidential Information is disclosed pursuant to this Condition 3.2 shall be bound to keep such Confidential Information confidential and to use it for only the relevant Permitted Purposes.

3.2 允許之揭露

揭露方同意（於適用銀行保密責任或其他相關法令要求下，在此視為已提供豁免及／或免除聲明以確保）接收方得使用揭露方之「機密資訊」並得將其揭露予接收方之「關係企業」及其各自之「代表人」、「付款支付機構」以及「本條款」約定之任何其他第三方接收人，惟其需於合理必要範圍內獲取該「機密資訊」以達成相關「許可目的」為限。接收方應確保依「本條款」第3.2條而向其揭露揭露方「機密資訊」之「關係企業」及「代表人」，就該「機密資訊」亦應負有保密義務，並僅得使用於相關「許可目的」。

3.3 Legal and regulatory disclosures

The disclosing party agrees (and where required by applicable bank secrecy or other laws is hereby deemed to provide a waiver and/or release to ensure) that the receiving party (and, where the Bank is the receiving party, Bank Recipients and Payment Facilitators) may disclose the disclosing party's Confidential Information pursuant to: (i) legal process; (ii) any other domestic or foreign legal and/ or regulatory permission, obligation or request; (iii) agreement entered into by any of them and any domestic or foreign governmental authority; or (iv) between or among any two or more domestic or foreign governmental authorities, including disclosure to courts, tribunals, and/or legal, regulatory, tax and other governmental authorities.

3.3 法律與主管機關要求之揭露

揭露方同意（於適用銀行保密責任或其他法令要求之情況下，在此視為已提供豁免及／或免除聲明以確保）接收方（如花旗銀行係接收方，亦包括「花旗銀行接收人」及「支付機構」）得依下列事項將揭露方之機密資訊予以揭露：(i) 法律程序；(ii) 任何本國或外國法律及／或行政監理許可、義務或要求；(iii) 其與任何本國或外國政府機關所簽訂之協議；或 (iv) 二個以上之本國或外國政府機關間所訂定之協議（包括向法院、法庭及／或法律機關、行政監理、稅務機關與其他政府機關等所為之揭露）。

4. Retention period

Each of the Customer and Bank Recipients may retain, use, and as applicable Process, the other party's Confidential Information for the period of time reasonably necessary for the relevant Permitted Purposes. On termination of the provision of the Services (including closure of accounts), each of the Customer and Bank Recipients shall be entitled to retain, use, and as applicable Process, the other party's Confidential Information for legal, regulatory, audit and internal compliance purposes and in accordance with their internal records management policies, to the extent that this is permissible under applicable laws and regulations, and otherwise in accordance with these Conditions, but shall otherwise securely destroy or delete such Confidential Information.

4. 保存期間

顧客及「花旗銀行接收人」得於履行相關「許可目的」所需之合理必要期間內，保留、使用及(如適用)「處理」他方當事人之「機密資訊」。於「服務」提供終止(包含帳戶關戶)時，基於法律、行政監理、稽核及內部法令遵循等目的及依其內部記錄管理政策，顧客及「花旗銀行接收人」均有權保留、使用及(如適用)「處理」他方當事人之「機密資訊」；惟該等保留、使用及處理需於適用法令所允許的範圍內，或依本條款之約定為之，否則應以安全方式確實銷毀或刪除該「機密資訊」。

5. Information security

The Bank will, and will use reasonable endeavors to ensure that Bank Affiliates and Third Party Service Providers will, implement reasonable and appropriate physical, technical and organizational security measures to protect Customer Confidential Information that is within its or their custody or control against unauthorized or unlawful use (or in the case of Personal Data, unlawful Processing) and accidental destruction or loss.

5. 資訊安全

花旗銀行將實施合理且適當之實體、技術及組織安全措施，以保護其所保管或控制之顧客「機密資訊」，避免該等資訊遭受未授權或非法之使用(或就「個人資料」而言之，非法「處理」)或意外損壞或損失，並將盡合理之努力確保花旗銀行「關係企業」及「第三方服務提供者」將實施同等措施。

6. Personal Data

6.1 Definitions

"Data Protection Law" means any and all applicable data protection and privacy laws and regulations relating to the Processing of Personal Data, including any amendments or supplements to or replacements thereof.

"Data Subject" means a natural person who is identified, or who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to his or her physical, physiological, genetic, mental, economic, cultural or social identity, or, if different, the meaning given to this term or nearest equivalent term under Data Protection Law.

"Personal Data" means any information that can be used, directly or indirectly, alone or in combination with other information, to identify a Data Subject, or if different, the meaning given to this term or nearest equivalent term under Data Protection Law.

"Processing" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation

6. 個人資料

6.1 定義

「資料保護法令」係指任何有關「處理」「個人資料」之適用資料保護及隱私法律或法規，包括其任何修訂、增補或替代規定。

「資料主體」係指經識別之自然人，或透過參照識別資料(例如姓名、識別號碼、所在地資料、線上識別碼)，或參照其身體、生理、基因、心理、經濟、文化或社會身分之一項或多項因素而得直接或間接識別其身分之自然人；或若所適用之「資料保護法律」有不同定義，則以該法對此名詞或最近似之名詞所賦予之意義為準。

「個人資料」係指得直接或間接、單獨或連同其他資訊合併使用，以識別任何「資料主體」之任何資訊；或若所適用之「資料保護法律」有不同定義，則以該法對此名詞或最近似之名詞所賦予之意義為準。

「處理」係指任何對「個人資料」或對「個人資料」之組合所為之任何作業或一系列作業，無論是否係以自動化方式所為，例如蒐集、紀錄、組織、建構、儲存、改編或變更、檢索、查詢、利用、透過傳輸、移轉、散播方式揭露或以其他方式供人取

or alteration, retrieval, consultation, use, disclosure by transmission, transfer, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction, or, if different, the meaning given to this term or nearest equivalent term under Data Protection Law.

得、調整或組合、限制、刪除或銷毀；或若所適用之「資料保護法律」有不同定義，則以該法對此名詞或最近似之名詞所賦予之意義為準。

"Security Incident" means an incident whereby the confidentiality of disclosing party Personal Data within the receiving party's custody or control has been materially compromised in violation of these Conditions so as to pose a reasonable likelihood of harm to the Data Subjects involved.

「資安事件」係指接收方所保管或受其控制之揭露方「個人資料」的機密性，因違反「本條款」而遭受重大損害，而合理可能對所涉之「資料主體」造成損害之事件。

6.2 Compliance with Data Protection Law

In connection with the provision or receipt and use of the Services: (i) each party will comply with Data Protection Law; and (ii) the Customer confirms that any Personal Data that it provides to Bank Recipients has been Processed fairly and lawfully, is accurate and is relevant for the purposes for which it is being provided.

6.2 遵循資料保護法

有關「服務」之提供、接收及使用：(i) 各方當事人應遵循「資料保護法」；及 (ii) 顧客確認，其所提供予「花旗銀行接收人」之任何「個人資料」業經公正合法之方式「處理」，且該資料為正確，並與其提供予花旗銀行之目的相關。

6.3 Cross-border Personal Data transfers

The Customer acknowledges, and where required by applicable law or regulation agrees, that in the connection with providing the Services and otherwise making disclosures pursuant to Condition 3 (Authorized disclosures), Personal Data of Customer Data Subjects (eg, the Customer's or its Affiliates' respective Representatives and Owners) may be disclosed and/or transferred to recipients located in countries other than the country in which the Bank entity or its branch which provides the Services is established or the Customer is located. However, the Bank: (i) requires its Affiliates and Third Party Service Providers to protect Personal Data pursuant to Condition 5 (Information security); and (ii) carries out cross-border transfers of Personal Data in accordance with Data Protection Law.

6.3 個人資料之國際傳輸

顧客確認，(且如依依適用法令之規定，予以同意)，於提供「服務」相關之揭露或依第3條 (經授權之揭露) 為揭露時，顧客「資料主體」之「個人資料」(例如顧客或其「關係企業」之個別「代表人」及「所有人」) 可能被揭露及 / 或傳輸至位於提供服務之花旗銀行實體或其分行所在國以外之其他國家的接收人。然而，花旗銀行將：(i) 要求其「關係企業」及「第三方服務提供者」依第5條 (資訊安全) 之約定保護「個人資料」；且 (ii) 依「資料保護法」對「個人資料」進行國際傳輸。

6.4 Legal basis for Processing Personal Data

To the extent that the Bank Processes Personal Data of Customer Data Subjects, the Customer warrants that it has, if and to the extent required by Data Protection Law, provided notice to and obtained valid consent from such Data Subjects in relation to the Bank's Processing of their Personal Data as described in these Conditions, and in any applicable Bank Privacy Statement or other privacy disclosure(s) accessible at https://www.citibank.com/ tts/sa/tts-privacy-statements/index.html (or such other URL or statement as the Bank may notify to the Customer from time to time). If the Customer is itself a Data Subject, the Customer warrants that if and to the extent required by Data Protection Law: (a) it has received the privacy disclosure(s) referenced in the preceding sentence; and (b) it consents to such Processing.

6.4 處理個人資料之法律依據

於花旗銀行「處理」顧客「資料主體」之「個人資料」，顧客保證，於「資料保護法」所要求之範圍內，有關「本條款」及任何適用之花旗銀行隱私聲明或其他隱私揭露聲明 (詳參 https://www.citibank.com/tts/sa/tts-privacy-statements/index.html，或於花旗銀行得隨時通知顧客之其他網路連結或聲明) 中所述花旗銀行對該「個人資料」進行「處理」一事，其已向該「資料主體」通知且已取得其有效同意。如顧客本身是「資料主體」，顧客保證於「資料保護法」所要求之範圍內：(a) 其已收到上述之隱私揭露聲明；及 (b) 其同意該等「處理」。

6.5 Security Incidents

(A) If the Bank becomes aware of a Security Incident, the Bank will investigate and remediate the effects of the Security Incident in accordance with its internal policies and procedures and the requirements of applicable laws and regulations. The Bank will notify the Customer of a Security Incident as soon as reasonably practicable after the Bank becomes aware of it, unless the Bank is subject to a legal or regulatory constraint, or if it would compromise the Bank's investigation.

(B) Each party is responsible for making any notifications to regulators and Data Subjects concerning a Security Incident that it is required to make under Data Protection Law. Each party will provide reasonable information and assistance to the other party to the extent necessary to help the other party to meet its obligations to regulators and Data Subjects.

(C) Neither party will issue press or media statements or comments in connection with any Security Incident that name the other party unless it has obtained the other party's prior written permission.

6.5 資安事件

(A) 如花旗銀行獲悉發生「資安事件」，花旗銀行將依其內部政策和程序以及適用法令之要求，進行調查並補正該「資安事件」之影響。除受到法律或法規限制外，或除通知客戶可能會影響花旗銀行之調查外花旗銀行將於得知任何資安事件後，於合理可行之時間內通知顧客該「資安事件」。

(B) 各方當事人均須負責向主管機關及資料主體告知依資料保護法令需告知之「資安事件」。於必要範圍內，各方當事人將向他方提供合理之資訊及協助，使他方履行其對主管機關及「資料主體」之義務。

(C) 任一方當事人均不會發布提及他方有關任何資安事件之新聞或媒體聲明或評論，惟若事先取得他方書面允許者，不在此限。

Treasury and Trade Solutions
citi.com/treasuryandtradesolutions

1977432 06/20