

兆豐國際商業銀行存款開戶總約定書修訂條文對照表

條款編號	修訂條文	現行條文
<p>第壹章 第一條</p>	<p>一、存戶開戶時須填具印鑑卡，並將印鑑卡交付銀行；除存戶另有指示外，有關本存款之提領、存入及其他往來事項，均以印鑑卡上之留存印鑑為憑。<u>倘銀行提供存戶利用電子裝置簽署各項與銀行往來之電子文件時，經銀行確認係存戶本人親赴臨櫃辦理，得免憑留存印鑑、僅以簽名辦理，存戶同意該含有簽名影像檔之電子文件作為相關文件之表示方法，其效力與書面文件相同，且該含有簽名影像檔之電子文件得作為相關文件之原本，具有與原本相同之效力及拘束力。</u></p> <p>Upon opening an account, the Depositor shall fill up and submit the specimen seal certificate card to the Bank. Unless otherwise instructed by the Depositor, the registered seal impression specimen shown on the specimen seal certificate card shall be the basis when the Depositor withdraws, deposits or makes other transactions regarding the Deposits.</p> <p><u>When the Bank allows the depositor to sign various digital documents with the Bank through out an electronic device, with the Bank confirms that when the depositor applies for a transaction over the counter in person, they may only need to sign without the need for the seal as on the signature card, the depositor agrees that the above digital documents containing a signature image file have the same effect as written documents and that the electronic documents containing a signature image file can be used as the original of the relevant documents with the same effect and binding force as the original ones.</u></p>	<p>一、存戶開戶時須填具印鑑卡，並將印鑑卡交付銀行；除存戶另有指示外，有關本存款之提領、存入及其他往來事項，均以印鑑卡上之留存印鑑為憑。</p> <p>Upon opening an account, the Depositor shall fill up and submit the specimen seal certificate card to the Bank. Unless otherwise instructed by the Depositor, the registered seal impression specimen shown on the specimen seal certificate card shall be the basis when the Depositor withdraws, deposits or makes other transactions regarding the Deposits.</p>
<p>第壹章 第四條</p>	<p>四、存戶以代表人名義依法申請開立籌備處為戶名之存款帳戶，而未於銀行規定之期限（自開戶日起 6 個月）內完成其設立登記作業，並持相關證照及留存印鑑至銀行辦理變更戶名及基本資料等相關事宜者，銀行得逕將該籌備處戶名之存款帳戶變更為代表人之個人存款帳戶，自變更日起該代表人即為本契約之存戶，銀行得依本契約第壹章第二十二條約定執行相關措施或為必要之處理。</p> <p>When the Depositor opens a deposit account in the name of the representative for the</p>	<p>四、存戶以代表人名義依法申請開立籌備處為戶名之存款帳戶，而未於銀行規定之期限（自開戶日起 6 個月）內完成其設立登記作業，並持相關證照及留存印鑑至銀行辦理變更戶名及基本資料等相關事宜者，銀行得逕將該籌備處戶名之存款帳戶變更為代表人之個人存款帳戶，自變更日起該代表人即為本契約之存戶，銀行得依本契約第壹章第二十二條<u>第一項</u>約定執行相關<u>之</u>措施與<u>同條第二、三項</u>得為必要之處理。</p> <p>When the Depositor opens a deposit account in the name of the representative for the</p>

兆豐國際商業銀行存款開戶總約定書修訂條文對照表

條款編號	修訂條文	現行條文
	<p>preparatory office in accordance with the law, but fails to complete the registration process, and doesn't change the account holder name and basic information at the Bank with relevant documents and the original seal within the time limit prescribed by the Bank (6 months from the date of opening the account), the Bank may change the preparatory office's deposit account to a personal deposit account belonging to the representative. The representative shall be the Depositor in the Agreement from the date of change. The Bank could implement relevant measures according to the Article 22 of Chapter One.</p>	<p>preparatory office in accordance with the law, but fails to complete the registration process, and doesn't change the account holder name and basic information at the Bank with relevant documents and the original seal within the time limit prescribed by the Bank (6 months from the date of opening the account), the Bank may change the preparatory office's deposit account to a personal deposit account belonging to the representative. The representative shall be the Depositor in the Agreement from the date of change. The Bank could implement relevant measures according to the first paragraph of Article 22 of Chapter One and the second, the third paragraph of the same Article.</p>
<p>第壹章 第七條</p>	<p>七、銀行存入他人帳戶之款項，如因誤寫帳號、戶名、金額、操作電腦錯誤、電腦設備故障或其他銀行作業錯誤之原因致誤存入存戶帳戶，或有多存入金額情事者，一經發現，銀行得不經由一般取款程序逕自存戶帳戶內扣除更正之；款項業經提領者，存戶應即返還之。</p> <p>In the event that an amount of another's account is wrongly deposited into the account of the Depositor by the Bank due to a mistake in the account number, name of account holder, amount, misoperation in the computer, breakdown in the computer equipment and facilities or such reasons <u>due to clerical errors on the Bank's part</u>, or the account of the Depositor is over-deposited, the Bank may correct the error and deduct the wrongly deposited amount from the account of the Depositor without regular fund withdrawal procedures. In the event that the Depositor has already withdrawn such amount, the Depositor shall return such sum in full forthwith.</p>	<p>七、銀行存入他人帳戶之款項，如因誤寫帳號、戶名、金額、操作電腦錯誤、電腦設備故障或其他原因致誤存入存戶帳戶，或有多存入金額情事者，一經發現，銀行得不經由一般取款程序逕自存戶帳戶內扣除更正之；款項業經提領者，存戶應即返還之。</p> <p>In the event that an amount of another's account is wrongly deposited into the account of the Depositor by the Bank due to a mistake in the account number, name of account holder, amount, misoperation in the computer, breakdown in the computer equipment and facilities or such reasons, or the account of the Depositor is over-deposited, the Bank may correct the error and deduct the wrongly deposited amount from the account of the Depositor without regular fund withdrawal procedures. In the event that the Depositor has already withdrawn such amount, the Depositor shall return such sum in full forthwith.</p>
<p>第壹章 第十五條 第(三)項</p>	<p>(三) 自然人存戶辦理無摺提款時，除簽蓋原留存印鑑外，<u>存戶本人應於取款憑條上存戶無摺提款親簽處簽名</u>。</p> <p>Where the Depositor as a natural person (individual) proceeds with a withdrawal without a passbook, other than the affixing of the original registered seal impression specimen originally archived with the Bank, he or she shall sign on the withdrawal slip in</p>	<p>(三) 自然人存戶辦理無摺提款時，除簽蓋原留存印鑑外，<u>取款憑條並應當場親簽</u>。</p> <p>Where the Depositor as a natural person (individual) proceeds with a withdrawal without a passbook, other than the affixing of the original registered seal impression specimen originally archived with the Bank, he or she shall sign on the withdrawal slip in person <u>on-the-spot</u>.</p>

兆豐國際商業銀行存款開戶總約定書修訂條文對照表

條款編號	修訂條文	現行條文
	<p>person.</p>	
<p>第壹章 第二十二條</p>	<p>二十二、根據洗錢防制法、<u>、</u>、揭露該等資料。</p> <p><u>存戶同意銀行為遵循防制洗錢及打擊資恐相關之國內外法令規定(包括但不限於美國洗錢防制法(Anti-Money Laundering Act)第6308條及其他國內外法令、我國與外國政府簽訂之條約、協定或協議等)之目的,得依國內外法令、機關之裁判(定)、命令或要求,將與存戶本人或帳戶有關之銀行紀錄(包括但不限於銀行所提供之產品服務及往來紀錄等)、簿冊或其他資料,提供(包含國際傳輸)予我國或外國政府機關(包括但不限於司法、行政、稅務或其他主管機關等);法人存戶並擔保於本存款開戶時已取得存戶關係人(包括但不限於存戶之實質受益人、高階管理人、代理人、代表人及被授權人等)之同意,使銀行得於上述目的範圍內將前開人員之個人資料提供予前述之機關。</u></p> <p>存戶與存戶關係人如有以下情形之一者,存戶同意銀行毋須通知存戶,得逕為下列之處理,以遵循防制洗錢及打擊資恐等相關法令規範,倘存戶與存戶關係人因此發生損害或承受不利益均由其自行承擔,銀行不負損害賠償責任:、、、</p> <p>According to the Money Laundering Control Act, ...in accordance with requests of laws, regulators or legal proceedings.</p> <p><u>The Depositor agrees that the Bank, with the purpose of complying with domestic and foreign laws and regulations related to Anti-Money laundering/ Countering the financing of terrorism (including but not limited to the Section 6308 Anti-Money Laundering Act of USA and any other domestic and foreign regulations, treaties or agreements signed between the Republic of China and any foreign country), may provide (including cross-border transfers) the Depositor's relevant bank records (including but not limited to the products and services provided by the Bank and transaction records, etc.), account books, or any other information to the competent authorities of R.O.C or foreign countries (including but not limited to judicial,</u></p>	<p>二十二、根據洗錢防制法、<u>、</u>、揭露該等資料。</p> <p>存戶與存戶關係人如有以下情形之一者,存戶同意銀行毋須通知存戶,得逕為下列之處理,以遵循防制洗錢及打擊資恐等相關法令規範,倘存戶與存戶關係人因此發生損害或承受不利益均由其自行承擔,銀行不負損害賠償責任:、、、</p> <p>According to the Money Laundering Control Act, Regulations Governing Anti-Money Laundering of Financial Institutions, Counter-Terrorism Financing Act, and other relevant provisions, the Bank shall not be liable for any damage or compensation for the Depositor or its related parties (including but not limited to the Depositor's beneficial owners, senior managers, parties related to the Deposits, e.g. agents, representatives, or authorized individuals, and transaction counterparties) for any related measures (including but not limited to regular or irregular review, investigations, and reports) on the Depositor or its related parties executed within the legally permissible scope under all conditions specified in this agreement, for anti-money laundering or counter-terrorism financing purposes or operations.</p> <p>The Depositor agrees that the Bank may transmit information on suspected money laundering, economic or trade restrictions/sanctions imposed by any country or international organization, special control status under the Bank's management, and Depositor related to the items above and any of their transactions with the Bank, and Depositor and their related parties within the Bank, between the Bank's branch institutions, the Bank's Financial Holding Company, its subsidiary companies, and other recipients based on regulations or approval of the competent authority (hereinafter referred to as the "recipients") for confidential use (including but not limited to for the use of any service or information processing, use, statistics, and risk analysis). The recipients specified above may process, use, transfer, and disclose such information in accordance with requests of laws, regulators or legal proceedings.</p>

兆豐國際商業銀行存款開戶總約定書修訂條文對照表

條款編號	修訂條文	現行條文
	<p><u>administrative, taxation or any other competent authority) in accordance with domestic or foreign laws and regulations, court judgements (decisions), orders or requirements of the government agencies. Moreover, the Depositor as a juristic (corporate) person guarantees that its related parties (including but not limited to the beneficial owners, senior managers, agents, representatives and authorized person of the Depositor, etc.) agrees that the Bank, with the aforementioned purpose, may provide personal information of the aforesaid parties to the government agencies or competent authorities mentioned in the previous paragraph.</u></p> <p>The Depositor agrees that the Bank may process any of the following conditions involving the Depositor or its related party without notifying the customer to comply with related anti-money laundering and countering terrorism financing laws and regulations. Any damage or detriment suffered by the Depositor or its related party shall be borne by the Depositor or its related party and the Bank shall not be liable for compensation:...</p>	<p>The Depositor agrees that the Bank may process any of the following conditions involving the Depositor or its related party without notifying the customer to comply with related anti-money laundering and countering terrorism financing laws and regulations. Any damage or detriment suffered by the Depositor or its related party shall be borne by the Depositor or its related party and the Bank shall not be liable for compensation:...</p>
<p>第壹章 第二十三條 第(三)項 第4點</p>	<p>4.存戶違反本契約共同約定事項第三十三條 FATCA 法案或金融機構執行共同申報及盡職審查作業辦法相關約定且於銀行通知後逾期仍未辦理結清銷戶者。</p> <p>Where the Depositor is in violation of Article 33 of the common terms and conditions in the Agreement regarding FATCA regulations or related regulations of the common standard on reporting and due diligence and the Depositor fails to settle accounts and close the account within the deadline specified in the Bank’s notice.</p>	<p>4.存戶違反本契約共同約定事項第三十三條 FATCA 法案或共同申報及盡職審查作業辦法相關約定且於銀行通知後逾期仍未辦理結清銷戶者。</p> <p>Where the Depositor is in violation of Article 33 of the common terms and conditions in the Agreement regarding FATCA regulations or related regulations of the common standard on reporting and due diligence and the Depositor fails to settle accounts and close the account within the deadline specified in the Bank’s notice.</p>
<p>第壹章 第二十八條 第(三)項 第3點</p>	<p>3.銀行如有違反個資法規定蒐集、處理或利用存戶個資，依個資法第十一條第四項規定，存戶或其負責人/代表人得向銀行請求刪除、停止蒐集、處理或利用。</p> <p>In the event that the Bank is found having violated the PDPA in collection, processing or utilization of the “personal information of the Depositor”, the Depositor or the responsible person/the representative of company may request the Bank to delete or discontinue the collection, processing or use</p>	<p>3.銀行如有違反個資法規定蒐集、處理或利用存戶個資，依個資法第十一條第四項規定，存戶或其負責人/代表人得向銀行請求停止蒐集、處理或利用。</p> <p>In the event that the Bank is found having violated the PIPA in collection, processing or utilization of the “personal information of the Depositor”, the Depositor or the responsible person/the representative of company may request the Bank to discontinue the collection, processing or use</p>

兆豐國際商業銀行存款開戶總約定書修訂條文對照表

條款編號	修訂條文	現行條文
	in accordance with Article 11, Paragraph 4 of the <u>PDPA</u>.	in accordance with Article 11, Paragraph 4 of the PIPA.
第壹章 第三十四條	三十四、存戶授權銀行、銀行所屬金融控股公司，及因工作、職權或職務範圍接觸與存戶個人及帳戶資料有關之銀行紀錄、簿冊、或任何往來紀錄等資料(下稱客戶資料)之銀行代表人、代理人、受僱人、使用人或顧問，得依應適用之國內外法令(包括但不限於使銀行負有申報及/或扣除扣繳稅額義務之國內外法律，例如美國外國帳戶稅 <u>收</u> 遵循法及本國金融機構執行共同申報及盡職審查作業辦法(及其修訂、取代或替代之法律))、機關之裁判或命令之要求，向下列之人揭露相關客戶資料：、、、	三十四、存戶授權銀行、銀行所屬金融控股公司，及因工作、職權或職務範圍接觸與存戶個人及帳戶資料有關之銀行紀錄、簿冊、或任何往來紀錄等資料(下稱客戶資料)之銀行代表人、代理人、受僱人、使用人或顧問，得依應適用之國內外法令(包括但不限於使銀行負有申報及/或扣除扣繳稅額義務之國內外法律，例如美國外國帳戶稅 <u>務</u> 遵循法及本國金融機構執行共同申報及盡職審查作業辦法(及其修訂、取代或替代之法律))、機關之裁判或命令之要求，向下列之人揭露相關客戶資料：、、、
第壹章 第三十八條	三十八、除第貳章至第 <u>陸</u> 章另有約定者外，本契約所列各項服務及嗣後新增之任何服務，悉依本章之約定事項辦理。 本章任一約定事項與第貳章至第 <u>陸</u> 章之約定事項抵觸者，第貳章至第 <u>陸</u> 章之約定事項應優先適用。 Unless otherwise prescribed in Chapters Two to <u>Six</u> , all services currently listed under this Agreement and any services newly increased hereafter shall be duly handled in accordance with the terms and conditions set forth under this Chapter. Whenever a provision set forth under this Chapter is found to be in contradiction with those set forth under Chapters Two to <u>Six</u> , the provisions set forth under Chapters Two to <u>Six</u> shall prevail.	三十八、除第貳章至第 <u>伍</u> 章另有約定者外，本契約所列各項服務及嗣後新增之任何服務，悉依本章之約定事項辦理。 本章任一約定事項與第貳章至第 <u>伍</u> 章之約定事項抵觸者，第貳章至第 <u>伍</u> 章之約定事項應優先適用。 Unless otherwise prescribed in Chapters Two to Five, all services currently listed under this Agreement and any services newly increased hereafter shall be duly handled in accordance with the terms and conditions set forth under this Chapter. Whenever a provision set forth under this Chapter is found to be in contradiction with those set forth under Chapters Two to Five, the provisions set forth under Chapters Two to Five shall prevail.
第伍章 第三條 第(七)點	(七) 存戶得向銀行原開戶之單位辦理質借，質借人限於存戶本人，惟存戶為未成年人者，應由其法定代理人代理之。 存戶 <u>僅</u> 得質借外幣以與原存款相同之幣別為限，最高九成。存戶於申請質借時即將本存款全部設定質權予銀行，以擔保存戶因本存款對銀行所生之一切債務(包括借款本金、利息、遲延利息、違約金、費用及損害賠償等)。有存單者，由存戶在存單背面加蓋留存印鑑後交付銀行。 Only the Depositor himself/herself can apply for a pledged loan from the Bank. If the Depositor is a minor, he/she shall be	(七) 存戶得向銀行原開戶之單位辦理質借，質借人限於存戶本人，惟存戶為未成年人者，應由其法定代理人代理之。 存戶得質借 <u>新臺幣或外幣</u> ， <u>質借新臺幣者，按質借當時本行牌告即期外匯買入匯率折算之，最高八成</u> ；質借外幣者，以與原存款相同之幣別為限，最高九成。存戶於申請質借時即將本存款全部設定質權予銀行，以擔保存戶因本存款對銀行所生之一切債務(包括借款本金、利息、遲延利息、違約金、費用及損害賠償等)。有存單者，由存戶在存單背面加蓋留存印鑑後交付銀行。 Only the Depositor himself/herself can apply for a pledged loan from the Bank. If the

兆豐國際商業銀行存款開戶總約定書修訂條文對照表

條款編號	修訂條文	現行條文
	<p>represented by statutory agents.</p> <p>The Depositor <u>could only</u> sets a pledge for a foreign-currency loan, the loan shall be restricted to the same currency as the original deposit and up to 90% may be loaned. The Depositor will set a pledge to the bank at the time of the pledged loan application in order to guarantee all the debts (including the principal, interest, delay interest, liquidated damages, fees and damages) that may be incurred by the Depositor to the Bank. If there is a time deposit certificate, the Depositor shall put a registered seal on the back of the deposit slip and deliver it to the bank.</p>	<p>Depositor is a minor, he/she shall be represented by statutory agents.</p> <p>The Depositor <u>may set pledges for loans in NTD or a foreign currency. Where the Depositor sets a pledge for an NTD loan, the pledge shall be calculated based on the spot foreign exchange buying rate of the Bank at the time of the loan and up to 80% may be loaned; where the Depositor</u> sets a pledge for a foreign-currency loan, the loan shall be restricted to the same currency as the original deposit and up to 90% may be loaned. The Depositor will set a pledge to the bank at the time of the pledged loan application in order to guarantee all the debts (including the principal, interest, delay interest, liquidated damages, fees and damages) that may be incurred by the Depositor to the Bank. If there is a time deposit certificate, the Depositor shall put a registered seal on the back of the deposit slip and deliver it to the bank.</p>
[兆豐國際商業銀行告知書附表-個人資料利用之對象 第五點]	<p>五、客戶所同意之對象（例如本行共同行銷或交互運用客戶資料之公司、與本行合作推廣業務之公司、<u>外國政府或司法機關</u>等）</p> <p>5. Parties agreed by you (e.g. entities for joint marketing or mutual use of customers' data or entities working with the Bank for cooperative promotion and for soliciting business <u>or foreign governments and judicial agencies</u>).</p>	<p>五、客戶所同意之對象（例如本行共同行銷或交互運用客戶資料之公司、與本行合作推廣業務之公司等）</p> <p>5. Parties agreed by you (e.g. entities for joint marketing or mutual use of customers' data or entities working with the Bank for cooperative promotion and for soliciting business).</p>

第陸章 自然人戶綜合對帳單約定事項

Chapter Six Comprehensive statement agreement for natural-person depositors

- 一、有關銀行依本契約第壹章第六條提供之對帳單，係指包含存戶於銀行所有存款、貸款、投資理財及保險往來帳戶資訊之綜合對帳單。

A comprehensive statement provided by the Bank in accordance with Article 6 of Chapter 1 of the Agreement refers to the multi-purpose statement that covers the information of the depositor's all deposit, loan, investment, and insurance accounts with the Bank.

- 二、綜合對帳單依寄送方式分為電子對帳單及紙本對帳單，存戶得擇一向銀行申請，銀行須依約定寄送至存戶留存之寄送地址。若存戶未指定寄送方式，銀行將提供電子對帳單，惟若存戶未留存電子郵件地址，則由銀行郵寄紙本對帳單至存戶留存之通訊地址。

The comprehensive statement is divided into the electronic statement and the written one as per the delivery method. The depositor may apply to the Bank for either, and the Bank shall send such statements to the mailing address left by the depositor according to the agreement. If the depositor fails to specify a delivery method, the Bank will deliver an electronic statement, but if the depositor fails to leave an email address, the Bank will mail a written statement to the mailing address left by the depositor.

- 三、存戶得隨時向銀行申請變更綜合對帳單寄送方式、通訊地址及電子郵件地址，一經變更，即自變更成功後之次期起生效。

The depositor may apply to the Bank to change the delivery method, mailing address, or email address for the comprehensive statements at any time. Once the change is made, it will take effect from the next term.

- 四、存戶應確認留存之通訊地址或電子郵件地址正確無誤，如需變更時，應立即向銀行申請變更。若因存戶未留存正確地址、及時申請變更，或未完成電子郵件地址之驗證，以致存戶未收到綜合對帳單或致他人獲得綜合對帳單而產生任何損害，應由存戶自行負責，概與銀行無關。

The depositor shall confirm that the mailing address or e-mail address retained is correct, and if any change is needed, they shall immediately apply to the Bank for a change. If the depositor fails to leave a correct mailing address, apply for a change in time, or complete the verification of the email address, causing the depositor not to receive a comprehensive statement or another party to receive the multi-purpose statement and resulting in any damage, the depositor shall be solely responsible for the damage, and the Bank bears no responsibility for it.

- 五、銀行依據存戶提供之通訊地址寄送紙本對帳單而遭退件時，銀行得暫時停止寄送紙本對帳單，直至存戶向銀行更新通訊地址，始恢復寄送紙本對帳單。

When the Bank sends a written statement to the mailing address provided by the depositor and the statement is rejected, the Bank may not send such written statements until the depositor updates the mailing address with the Bank before resuming sending the written statements.

- 六、銀行依據存戶提供之電子郵件地址寄送電子對帳單，若因電子郵件地址錯誤、電子郵件空間不足，以致銀行無法成功寄送時，銀行得暫時停止寄送電子對帳單，直至存戶與銀行更新電子郵件地址，始恢復寄送電子對帳單。

The Bank sends electronic statements to the email address provided by the depositor. If the Bank fails to deliver an electronic statement due to incorrect email address or storage issues, the Bank may not send such electronic statements until the depositor renews the email address with the Bank to resume sending the electronic statements.

- 七、存戶若未收到綜合對帳單，應立即向銀行請求補發，或至個人網路銀行查詢近三個月內之綜合對帳單。

If the depositor fails to receive a comprehensive statement, they shall immediately request a reissue from the Bank or check the comprehensive statements for the last three months in their personal online banking account.

- 八、於發生下列任一情形時，銀行有權暫時中斷或停止綜合對帳單服務，惟銀行應盡速修復，以確保存戶權益不受影響：

In the event of any of the circumstances below, the Bank has the right to suspend or terminate the Comprehensive statement delivery service; however, the Bank shall repair it as soon as possible to ensure that the depositor's rights will not be affected:

- (一) 發生突發性之系統設備故障或銀行合作之協力廠商系統軟硬體設備故障或失靈。

Sudden system or equipment failure or failure or malfunction of a software or hardware supplier.

- (二) 由於天災等不可抗力之因素，致使無法提供服務時。

Services suspended due to force majeure factors, such as natural disasters.