

# OFFSHORE BANKING BRANCH GENERAL AGREEMENT ON OPENING A DEPOSIT ACCOUNT

# 國際金融業務分行存款開戶總約定書

The Undersigned Contractor (hereinafter referred to as the "Depositor") hereby duly applies to Mega International Commercial Bank. Co., Ltd. Offshore Banking Branch (hereinafter referred to as the "Bank") for opening the deposit account(s) within the categories enumerated under this Agreement (hereinafter collectively referred to as the "Deposits", except that the "Deposits" which appear in and below Chapter Two, which refer to the deposits of the respective categories specified therein) and agrees to comply with the common terms and conditions hereunder as well as the clauses respectively applicable to deposits of each category.

立約定書人(以下簡稱「存戶」)茲向兆豐國際商業銀行股份有限公司國際金融業務分行(以下簡稱「銀行」)申請開立本契約所列類別之存款帳戶(以下合簡稱「本存款」·但第貳章以下所稱「本存款」·係指各該類別之存款)·並同意遵守下列共同約定事項及各該存款類別適用之約定事項。

# Chapter One、Common terms and conditions 第壹章、 共同約定事項

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".

With the Depositor's consent to conduct transactions with the Bank via its digital platform, the digital signatures and electronic documents retained accordingly shall be deemed a valid method of representation for relevant documents. The Depositor agrees that such electronically signed documents shall have the same legal effect and binding force as physical signatures or seals preserved on signature cards and written documents. The electronic documents may serve as the originals of the relevant documents and shall possess the same validity and enforceability as their physical counterparts.

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**。

經存戶同意利用銀行平台辦理與銀行往來業務而留存之數位簽章及電子文件,存戶同意該 含有數位簽章之電子文件作為相關文件之表示方法,其效力與實體簽章於印鑑卡上之留存 印鑑及書面文件相同,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。

- 二、The balance of the Deposits shown at the time of the account opening shall not be below the minimum balance specified by the Bank for accounts of respective currencies. 本存款開戶時之帳戶餘額,須不低於銀行酌定之各幣別帳戶最低存入金額。
- The account shall not accept or pay in cash or allow the withdrawal in the form of New Taiwan Dollar.

本帳戶不得收受、支付現金或兌換為新台幣提取.

The standards for handling fees linked up with relevant services for the Deposits are enumerated in the Appendix and promulgated by the Bank's official website, i.e., https://www.megabank.com.tw.

本存款相關業務之手續費收費標準詳如附表,並公告於銀行官方網站,網址:https://www.megabank.com.tw。

In the event of changes to any information registered by the Depositor at the Bank (including but not limited to the name of the deposit account, organization, the responsible person/the representative, or registered seals), the Depositor shall notify the Bank in writing immediately and complete the procedures for the change or cancellation. The Depositor shall bear liabilities for all losses if it fails to complete the procedures with the Bank in accordance with the aforementioned method and the Bank is ignorant of such changes. The original registered information shall become invalid once the change or cancellation is registered. However, the contracts and guarantees based on information originally registered by the Depositor at the Bank shall remain valid.

Where the Depositor has completed procedures for changing related information in transactions in other financial products, the Depositor shall still be required to complete the name change or other change procedures for deposits in accordance with the Agreement or the Bank may refuse to provide further services to the Depositor. The Depositor shall be solely responsible for any inconvenience or losses caused as a result thereof.

Where the Depositor is a juridical person, if the responsible person/representative passes away or is replaced due to other reasons, the Bank may suspend the payment service with the original registered seal and stop handling relevant business until the new responsible person/representative completes the change of the registered seal.

存戶留存於銀行之任何資料(包括但不限於存戶名稱、組織、負責人/代表人或留存印鑑等) 有變更時,應即以書面通知銀行,並辦妥變更或註銷之手續,存戶未依前述方式向銀行辦理 變更手續,而銀行係不知情時,其因此所受之損失由存戶負擔。原留存資料於辦妥變更或註 銷手續時同時失效,但存戶前於銀行以各項原留存資料所定之各種契約及擔保仍屬有效。 如存戶於銀行往來之其他金融商品已辦妥相關變更資料者,存戶仍須依本契約辦妥存款業 務之更名或其他變更手續,否則銀行有權予以拒絕繼續提供服務,且如因此致存戶有任何不 便或受有任何損害,銀行概不負責。

存戶如係法人,於負責人/代表人死亡或因其他事由更換負責人/代表人者,在新任負責人/ 代表人辦妥留存印鑑變更前,銀行得暫停憑留存印鑑付款及受理相關往來事項。

The currency and amount of the Deposits shall be based on the actual currency and amount deposited by the Depositor and determined by the Bank's records. The Bank shall issue statements to the Depositor periodically for confirmation of the deposit balance, unless otherwise agreed with the Bank before January 1, 2023. The Depositor agrees to raise any questions or doubts regarding the transactions upon receiving details of transaction through account passbook, statements, or electronic messages. The Depositor shall provide proof and notify the Bank to verify within one month of the delivery of such information. If the Depositor fails to file objections, the information registered at the Bank shall be deemed as correct. The Bank shall investigate the Depositor's inquiries or objections immediately and notify the Depositor of the investigations situations or results through the telephone or in writing. Any incorrect records discovered during the investigation shall be rectified immediately.

本存款之幣別及金額以存戶實際存入之幣別及金額為準,並以銀行帳載為憑。銀行應定期寄發對帳單予存戶,俾供確認存款餘額;2023年1月1日前已與銀行另有約定者,不在此限。存戶同意於收受經銀行交易完成後交付之存摺、寄送之對帳單或以其他方式取得之交易明細、電子訊息後,如發現有任何不符或對交易有疑義時,存戶應於該等資料送達後一個月內提出證明、通知銀行查明,逾期則視為銀行帳載資料無誤。銀行對於存戶之查詢或異議應即進行調查,並將調查情形或結果,以電話或書面覆知存戶;且調查後發現交易紀錄確有不正確者,應即更正之。

to 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.

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。

For a transaction not yet recorded in the passbook or other non-passbook transaction conducted under accords by and between the Depositor and the Bank (including but not limited to inward or outward transfer through phone voice, entrustment upon the Bank to deduct other payments), in the event that the transaction records shown on the pre-update passbook is found to be different from the computerized data entered into the bank accounts, unless the Depositor could prove the error of the computerized data entered into the bank accounts, the data entered into the bank accounts shall prevail and the Depositor shall not tamper with without authority. When the number of transactions not updated into the passbook exceeds one hundred (100) (This number is subject to adjustment by the Bank in line with its business needs), the bank system will consolidate all such transactions into one transaction.

存戶尚未登摺之交易,或存戶與銀行約定之無摺交易(包括但不限於電話語音轉帳之轉入轉出、委託銀行代扣其他應付款項等),在未補登前存摺內記載之交易,與銀行帳載資料不符時,除存戶能證明銀行電腦記載錯誤外,以銀行帳載為準,存戶不得自行塗改。未登摺交易筆數累計達100筆時(筆數可能因銀行業務需要而調整),銀行系統將濃縮整併為一筆交易。

九、The transaction instructions given by the Depositor to the Bank through other agreed methods the Depositor applied for shall have the same legal effect as withdrawals, account transfers, or other transactions instructions made by the Depositor with the passbook and registered seal. After the transaction, the balance of the Deposits is based on the bank records. In addition, any transaction certificate stored and provided based on the agreed method in the form of photocopies, photos, recordings, electronic messages or computer files shall all have the same legal effect as the originals.

存戶另申請以其他約定方式對銀行為交易指示,其與存戶憑存摺與留存印鑑提領、轉帳或 其他交易指示之行為具相同之法律效力,交易後本存款餘額以銀行帳載為準且依約定方式 留存/提供銀行交易相關之憑證影本、憑證相片、錄音、電子訊息或電腦存儲之資料,均與 原始憑證具相同之法律效力。

+ Where the Depositor inquires into the balance of the deposit account by phone, the

Depositor shall faithfully coordinate with the Bank in the inquiries about the Depositor's identity (e.g., the identity certificate no. of the Depositor). The Bank is, nevertheless, not obliged to check and verify whether such acts are taken by the Depositor himself or herself. 存戶利用電話查詢存款帳戶餘額時,對於銀行為確認存戶身分所詢問之問題(例如存戶身分證字號)應配合答覆;但銀行無義務辨認該行為是否為存戶本人所為。

- +- Subject to the consent by the Bank, the Depositor may apply to the Bank for services in the collection of bills(except in New Taiwan Dollars):
  - 1) If the check that the Depositor intends to deposit is filled out or signed using an erasable pen or a disappearing ink pen, the Bank may refuse to proceed with the check collection service. The Depositor shall be held liable for any dispute arising from circumstances such as a collected check which is filled out or signed with an erasable pen or a disappearing ink pen, illegible handwriting or other situations during check collection.
  - After a check collected by the Bank is deposited into the deposit account, the Depositor shall not withdraw the sum until the Bank completes the collection of payment.
  - 3) The Depositor shall inquire with the Bank regarding whether a collected check has been dishonored and shall pick up such check which is proved to have been dishonored. The Bank may notify (but is not obliged to) the Depositor to retrieve it. In the event that a collected check is not retrieved within one year after being dishonored, the Bank assumes no responsibility for custody. When a collected check is dishonored, the Depositor shall claim for a reimbursement himself or herself. The Bank is not obliged to maintain or exercise the rights under that check.
  - 4) In the event that a collected check is dishonored or develops other disputes, making the Bank unable to collect the payment, the Bank may deduct the payment has been transferred by the Bank from the account and correct the amount straightaway. In the event that amount has been withdrawn by the Depositor, the Depositor shall return that amount to the account forthwith.
  - 5) In the event that the depositor applies to the bank for purchase (collection) of clean bills with foreign currency bills, the Depositor agrees to fill up the "Negotiation ( Collection )of Clean Bills Application/ Agreement" on a case-by-case basis. If the issuing bank/place of payment of bill is in overseas jurisdiction, it shall be dealt according to the laws and regulations of such jurisdiction.

存戶經銀行同意,得請求銀行辦理新台幣以外之票據託收服務:

- (一) 存戶擬存入之票據倘係使用易擦拭或易褪色之筆填寫簽發者,銀行得拒絕辦理票據 託收服務。託收票據倘以易擦拭或易褪色之筆填寫簽發、字跡難於辨認或其他情形 致發生糾紛時,概由存戶自行負責。
- (二) 託收票據存入帳戶後,須俟銀行收妥入帳後始能提領。
- (三) 存戶應向銀行查詢託收票據是否有退票情事發生,如遭退票應即來行取回,銀行亦得通知(但無義務)存戶來行取回。
  - 自退票日起算逾一年仍未取回之託收票據,銀行不負保管責任。託收票據遭退票時, 存戶應自行追償,銀行並無代為保全及行使票據權利之義務。
- (四) 託收票據發生退票或其他糾葛情事,致銀行未能收取票款時,其已先入帳之票款, 銀行得逕自帳戶內更正扣回;如款項已被存戶提領,存戶應即返還之。
- (五) 存戶持外幣票據向本行申請買入光票或光票託收時,同意逐案填具「買入光票或光

票託收申請暨約定書」辦理·票據之發票行/付款地若在國外·應依各該國法令規定 處理。

- +\_ Subject to consent of the Bank, the Depositor may apply to the Bank for interbranch collection and payment services for the Deposits:
  - 1) The Depositor must personally visit the bank's counter to set, change, or disable the withdrawal password using the Bank's password machine.
  - 2) The Depositor shall be required to make withdrawal with the passbook, registered seal, withdrawal password, and withdrawal slip at the Bank's domestic business units. If the Depositor has previously applied to the original account opening unit for withdrawal without passbook, the Depositor may make interbranch withdrawals without the passbook and the withdrawal shall be processed in accordance with the terms and conditions for withdrawal without passbook. The Bank shall be deemed as having fulfilled its due care as a good administrator when it conducted the inter-branch payment for the Deposits in accordance with the aforementioned method and it shall not be required to verify the identity of the individual that performs the withdrawal.
  - 3) The total accumulated withdrawals by the Depositor through a bank unit other than the department where he or she opened the account everyday shall not exceed the maximum limit amount equal to NT\$3,000,000. Such maximum limit may be, nevertheless, raised in response to a special application which is approved by the Bank.

存戶經銀行同意,得請求銀行辦理本存款之聯行代收付款服務:

- (一) 存戶本人應親至銀行櫃檯密碼機設定提款密碼、申請變更或停用提款密碼。
- (二) 提款時應憑存摺、留存印鑑、提款密碼及取款憑條至銀行國內營業單位辦理;倘存戶已事先向原開戶單位申請無摺提款業務‧則聯行提款時得不憑存摺‧依無摺提款約定事項辦理。銀行依上開約定方式對本存款辦理聯行代付‧應認定已盡善良管理人之注意義務‧無庸另行查驗提款者之身分。
- (三) 存戶於原開戶單位以外之銀行營業單位提款,每日累計提領金額以等值新臺幣三百萬元為限;惟經特別申請並經銀行同意時,得提高之。
- += Subject to consent of the Bank, the Depositor may request the Bank to provide deposit and withdrawal services of the Deposits without a passbook.
  - 1) The Depositor may apply for deposit without a passbook at any domestic business unit of the Bank. Advanced applications shall not be required.
  - 2) Withdrawal without a passbook shall be applied for in advance and can only be processed at the original branch of account opening. However, the Depositor who has applied for inter-branch collection/payment are not subject to the limitation that withdrawal without passbook must be processed at the original branch of account opening.
  - 3) 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.
  - 4) In the event that the Depositor as a juristic person proceeds with a withdrawal without a passbook, other than the affixing of the original registered seal impression specimen originally archived with the Bank, the responsible person shall sign on the withdrawal slip (the signature is required to be the same with

the one preserved on the specimen seal certificate card). Unless otherwise specified, a transfer without a passbook can only be permitted in the circumstances of "Remittance or transfer into the account of the Depositor in any business unit of the Bank", "Remittance into the account of the Depositor in other financial institution", "Payment of liability of the Depositor in any business unit of the Bank", or "Payment of Depositor's fee and other items which is collected by the Bank".

經銀行同意,存戶得請求銀行辦理本存款之無摺存、提款服務:

- (一) 無摺存款得在銀行國內任一營業單位辦理,無庸事先申請。
- (二) 無摺提款應事先申請且限在原開戶單位辦理·惟已辦理聯行代收付者·不受無摺提款須在原開戶單位辦理之限制。
- (三) 自然人存戶辦理無摺提款時,除簽蓋原留存印鑑外,存戶本人應於取款憑條上存戶 無摺提款親簽處簽名。
- (四) 法人存戶辦理無摺提款,除簽蓋原留存印鑑外,應由負責人於取款憑條無摺提款親簽處簽名(簽名應與印鑑卡留存之簽樣相符);除另有約定外,轉帳限「轉入或匯入存戶在銀行任一營業單位之帳戶」、「匯入存戶在其他金融機構之帳戶」、「償付其在銀行任一營業單位之債務」或「支付以存戶為繳納人之銀行代收費用及其他款項」。
- 十四 · Inward remittances in foreign currencies:

Where the English account name and account number in the remittance wire message instruction for an inward remittance in a foreign currency meets the information registered by the Depositor when opening the account, the Bank may directly allocate the fund into the account without requiring the Depositor to sign on the inward remittance instruction. However, the Depositor is still required to specify the nature of the foreign remittance. The Depositor is deemed to have received the amount once the fund is allocated into the account and the Depositor may not against otherwise by reason of that the inward remittance instruction was not signed.

- 1) For foreign currency inward remittance that cannot be completed due to incomplete or inaccurate remittor or beneficiary information, failure to contact the beneficiary to obtain information required for foreign exchange declaration, or any other issue not attributable to the Bank, the Depositor agrees that, unless otherwise specified, the Bank may return the remittance after deducting related fees and expenses.
- Where the Bank receives an inward remittance wire message but does not receive the fund after the effective date of the fund transfer on the wire message, the Depositor agrees that the Bank may notify the remittance bank to cancel the inward remittance notification.
- 3) The Depositor agrees that the date for the allocation of the inward remittance shall be based on the date the Bank confirms the receipt of the fund instead of the fund transfer effective date specified on the inward remittance wire message. Where the Bank allocates the fund to the account before receiving the fund, the Depositor agrees that the Bank may, once they notify the remittance bank to cancel the inward remittance of the fund based on the preceding subparagraph, deduct funds equivalent to the inward remittance and related fees from the Depositor's account without regular fund withdrawal procedures. However, the Bank shall notify the Depositor within seven business days of the deduction.

#### 外匯匯入匯款:

外匯匯入匯款,倘匯款電文指示入帳之英文戶名及帳號與存戶開戶留存之資料相符時,銀行得直接撥入,無須存戶於匯入指示書上簽章,惟存戶仍需提供國外匯款之交易性質,該項匯款一經解款入戶即視為存戶業已取得該筆款項,存戶不得以匯入指示書未經簽章而對銀行有所抗辯。

- (一) 外匯匯入匯款倘因匯/受款人資料不足、不正確、無法聯繫受款人取得外匯申報所需 資料或其他不可歸責於銀行之原因致無法完成交易者,除另有約定外,存戶同意銀 行得扣除相關費用後逕行辦理退匯。
- (二) 銀行雖收到匯入匯款電文通知且已逾電文通知資金生效日,惟卻未收到該資金,存 戶同意銀行得通知匯款行註銷該匯入匯款通知。
- (三) 存戶同意‧匯入匯款解款入戶日應以銀行確認已收到該資金之日為準‧而非匯入匯 款電文通知之資金生效日;例外於銀行收到該資金前即解款入戶者‧存戶同意銀行 得於依前款通知匯款行註銷該匯入匯款通知後不經由一般取款程序逕自存戶帳戶 中扣除等值之款項及相關費用‧但銀行應立即將其情事於扣帳後7個營業日內通知 存戶。
- $\pm \pm$  The Depositor agrees that where the services and businesses provided by the Bank are interrupted due to laws, regulations, failure of telecommunication networks, third-party sabotage or error, other reasons not attributable to the Bank, other force majeure including incidents, acts of god, war, terrorist activities, strikes, suspension of work, natural disasters, or other reasons that cannot be reasonably controlled by the Bank, the Bank shall not be liable for the interruption, any loss caused by the interruption, or its inability to perform or delay in the performance of obligations set forth in the Agreement.

The Depositor agrees to cooperate with the Bank in conducting customer due diligence and ongoing monitoring during the application for account opening and throughout the course of the banking relationship, including but not limited to the provision of necessary information and documents. The Depositor further warrants the authenticity and accuracy of all information provided.

If, based on the information submitted by the Depositor, past transaction records (if any), the stated purpose of account opening, the timing of the application (including but not limited to cases where a new account is applied for immediately after account closure), or other relevant factors, the Bank reasonably determines that there is a suspicion of illegality, an apparent anomaly in transactions, an unreasonable explanation for the purpose of the account or the flow of funds, or any other indication of potential violation of laws or regulations, the Bank reserves the right to decline the account opening application or to postpone its processing. 存戶同意銀行提供之各項服務及業務,如因法令規定、電信線路故障、第三人人為破壞或錯誤、其他不可歸責於銀行之事由或因天災、戰禍、恐怖活動、罷工、停工、自然災害等不可抗力事件或銀行在合理情況下無法控制之其他原因而致中斷,其中斷與中斷所引致之任何損失或因上述情況致銀行無法履行或遲延履行本契約下之義務者,銀行毋須負責。存戶同章於申請開立本存款及與銀行往來期間,配合銀行進行存戶盡職調查及持續審查作

存戶同意於申請開立本存款及與銀行往來期間,配合銀行進行存戶盡職調查及持續審查作業(包括但不限於提供必要資訊與文件等),並保證所提供資訊之真實性與正確性。

若經銀行依據存戶提供之資訊、過往交易紀錄(若有)、開戶目的、申請時間點(包括但不限於銷戶後立即申請開戶等情形)及其他相關因素綜合評估認有疑似不法、交易顯屬異常、開戶目的或資金往來無法合理解釋,或有其他違反法令之虞時,銀行得婉拒存戶之開戶申請

#### 或延後處理。

+ \( \to \) Except for negotiable certificates of deposit which are freely negotiable deposit vouchers, not unless agreed upon by the Bank, shall the Depositor sell, lease, assign or provide pledge over the creditor's right, passbook, account number or account itself of the Deposits to a third party other than the Bank. In the event that a violation of the provision above, the aforesaid action taken by the Depositor shall not be effective to the Bank, and the Depositor must assume legal liabilities arising therefrom. Anyone who gives the accounts to fraud syndicates may have committed crimes of assisting in fraud and money laundering.

除可轉讓定存單係得自由轉讓之存款憑證之外,非經銀行同意,存戶不得將本存款之債權、 存摺、帳號或帳戶權利出售、出租、讓與或設定質權予銀行以外之第三人,違者對銀行不 生效力且存戶須自負法律責任。凡提供帳戶交詐騙集團使用者,將可能觸犯幫助詐欺罪及 幫助洗錢罪。

+ \tau \tau \tau \tau \tau \text{Depositor shall keep the passbook, deposit certificate, password, fund withdrawal seal, and other certifications agreed for transactions separately. In the event of theft, loss, destruction, or other cases in which such items separates from its Depositor, the Depositor shall carry out procedures for reporting the loss or suspension of payment with the Bank through the telephone or in written documents. The Depositor shall be required to apply for reissuance of the items or replace the seals in writing over the counter. If the Depositor's funds were misappropriated before the loss is reported to the Bank, the Depositor shall still be responsible for repayment of any payments that the Bank has made against valid passbooks, deposit certificates, passwords, seals and signatures, or other certifications agreed for transactions. The Bank shall not be liable for compensation for losses suffered by the Depositor as a result thereof.

The Bank shall not be liable for any losses due to forgery or alteration of the Depositor's signature on passbook, deposit certificate, seal, or other certifications agreed for transactions which the Bank's employee was unable to discern with the naked eye and deemed them to meet qualifications for payment despite exercising the duty of care as a prudent administrator.

The Depositor shall not lend the account, passbook, or any related instruments to any third party, nor shall the account be used for unlawful or improper purposes such as money laundering or fraud, or for acts intended to damage the Bank's reputation through deceitful means. If there is any suspected misuse of the account by the Depositor, including but not limited to: (i) notifications received by the Bank from a court, judicial, prosecutorial, or investigative authorities, the Financial Supervisory Commission, the National Police Agency of the Ministry of the Interior, the 165 Anti-Fraud Platform, or other government agencies or relevant institutions; (ii) the Bank's own assessment indicating suspected use of the account as a fraudulent or dummy account or for other illegal or improper purposes; or (iii) a third party providing the Bank with evidence of having filed a report, record, or complaint with any of the aforementioned government agencies or institutions (including but not limited to police reports, filing confirmations, or written complaints), or (iv) any other circumstances as determined by government authorities or the Bank to involve suspected fraudulent activities in connection with the account or its transactions, the Depositor agrees that the Bank may, depending

on the severity of the circumstances, temporarily suspend part or all of the transactions and services under this agreement. Such services include, but are not limited to: use of phone banking, internet banking, and other electronic payment transfer functions; cancellation of designated domestic or international inbound transfer accounts; deactivation of the "online designated inbound transfer account" service; adjustment of limits such as internet banking transfer limits, interbank transfer limits via the Financial Information Co., Ltd., and voice transfer limits, to their initial or lower-than-initial settings.

存戶對於存摺、存單、密碼、取款印章及其他約定之往來憑證等務須分別保管,如遇被盜, 遺失、滅失或其他脫離存戶占有等情事時,得先以電話或書面等方式向銀行辦理掛失止付 手續,惟須再以書面方式向臨櫃辦理補發或更換印鑑手續,倘存戶帳戶內之款項於辦妥掛 失止付手續前遭他人冒領者,如領款人提示之存摺、存單、密碼、印鑑簽樣或其他約定之 往來憑證等真實無誤,銀行所為付款行為對存戶仍生清償效力,銀行對存戶因此所生之損 害不負賠償責任。

存摺、存單、印鑑簽樣或其他約定之往來憑證等經偽造、變造或塗改而非肉眼所能辨認,如銀行已盡善良管理人之注意義務仍認為相符予以付款者,其發生之損失,銀行不負賠償之責。

存戶不得將帳戶、存摺等借予他人使用,亦不得為洗錢、詐欺等不法或不正當之用途,或以詐術損害銀行之信用。若存戶有疑似不當使用帳戶之情事,包括但不限於銀行經法院、檢警調、金融監督管理委員會、內政部警政署165反詐騙平台等政府單位或相關機構之通知;或經銀行研判有疑似遭歹徒作為人頭帳戶犯罪、有其他不法或不當使用之情事;或經第三人向銀行檢附其向前述政府單位或相關機構報案、備案或提出申訴等證明文件(包括但不限於第三人向治安機關報案證明、備案證明或書面申訴等),或其他經政府機關或銀行認定為疑似涉及詐欺犯罪之異常存款帳戶或交易者時,存戶同意銀行得視情節之輕重暫時停止本契約部分或全部之交易、服務(包括但不限於電話銀行、網路銀行及其他電子支付之轉帳等,或取消「國內約定轉入帳號、國外匯款約定轉入帳號」之部分或全部約定帳號、取消「線上約定轉入帳號」服務功能、調整「網路銀行轉帳額度/透過財金資訊股份有限公司匯款之額度/語音轉帳額度」至初始額度或低於初始額度等)。

十八、The Depositor agrees that the Bank may, based on business requirements, add, delete, or change terms and conditions specified in the Agreement, related services (including but not limited to adding foreign currency deposit currency types or changing interest rates, minimum amount for calculating interest, or minimum account for opening deposit amount), and service fee standards.

The aforementioned changes, unless otherwise specified in laws or regulations of regulators, or provided in the Agreement, or unless the contents are beneficial to the Depositor, shall be published and announced on the Bank's website or business premises 60 days prior to the effective date in lieu of notifications. Where the Bank deems it necessary, it may notify the Depositor in writing or through other methods. If the Depositor disagrees with the Bank's addition, deletion, or modification of terms or the content/item of a service after the change, the Depositor shall, within the deadline designated by the Bank (where a deadline is not specified, it shall be before the change becomes effective), terminate transactions and business relations with the Bank and this Agreement in accordance with the the first paragraph of Article 21 of Chapter One. If the Depositor fails to do so, it shall be deemed as having agreed to the modified terms or automatically privy to the service contents/items after the change. However, the modified content/items of a service

and the rights of the Depositor, which must be applied by the Depositor pursuant to the provisions of the law or the Bank's announcement, are not included.

The Depositor agrees that, in the event of being placed under adult guardianship or assistance in the future, the Depositor or their guardian/assistant shall proactively notify the Bank and complete the relevant procedures as deemed necessary by the Bank to verify the identities of both the Depositor and the guardian/assistant (including but not limited to updating the specimen signature/seal and submitting identification documents). Prior to such notification, the Bank shall bear no liability for any losses arising from transactions executed in accordance with the Depositor's instructions.

存戶同意銀行依業務需要,得增刪變更本契約約定事項及其相關服務內容(包括但不限於:增加外幣存款幣別、變更計息利率、起息金額或開戶最低存入金額)與手續費收費標準。前項情形,除法令、主管機關另有規定、本契約另有約定、或除其內容有利於存戶者外,銀行應於生效日60日前,於網站公告或營業場所公開揭示以代通知。銀行認有必要時,並得以書面或其他方式通知存戶。

倘存戶不同意該增刪修改之約定事項或該變更後之服務內容/項目·存戶應於銀行指定期限內(如無指定期限·則應於變更生效前)·依本契約第壹章第二十一條第(一)款約定方式終止與銀行之業務往來關係及本契約·否則即視同承認該增刪修改之約定事項或自動享有該變更後之服務內容/項目。但變更後之服務內容/項目及存戶之權益如依法令規定或經銀行公告必須由存戶提出申請者·不在此限。

存戶同意未來如有受成年監護/輔助宣告之情事,本人或監護人/輔助人應主動告知銀行,並完成銀行所認定得確認存戶與監護人/輔助人身分之相關程序(包括但不限於辦理印鑑變更、留存身分證資料等)。本人或監護人/輔助人未主動告知前,銀行依據存戶所為指示進行之交易所致之損失,銀行概不負責。

十九、The Bank shall exercise the duty of care of a prudent manager with respect to the deposit. However, if the Bank, in accordance with applicable laws and regulations, internal risk assessment standards, or based on concrete evidence, determines that the deposit is suspected of being used unlawfully or inappropriately, or for illegal purposes such as money laundering, terrorist financing, or fraud; or if the Bank has reasonable suspicion that the Depositor or their transactions involve money laundering, terrorist financing, fraud, or other related risks (including but not limited to circumstances that meet the criteria for abnormal accounts or transactions as defined by the competent authorities, such as: frequent applications to open deposit accounts or set up designated accounts within a short period without reasonable explanation; application for transaction functions clearly inconsistent with the Depositor's age or background; contact information provided cannot be reasonably verified; the deposit account has been reported as being used by a criminal actor; the account shows frequent small-value in-and-out transactions resembling test transactions; intensive use of electronic services or devices within a short period that is inconsistent with normal transaction patterns; dormant accounts showing sudden abnormal activity; contact phone number identical to that of other flagged Depositors; virtual account(s) linked to the deposit account being repeatedly listed as suspicious within a certain period; or other suspicious transaction patterns listed in the Bank's AML/CFT (Anti-Money Laundering/Counter-Financing of Terrorism) typology templates), or if the account has been designated

as a suspended, flagged, controlled, or cautionary account in accordance with the Money Laundering Control Act, the Fraud Prevention Act, or other applicable laws and regulations, the Bank may:

- 1) Enhance the verification of the Depositor's identity and implement ongoing due diligence measures, including but not limited to requiring the Depositor to update personal information, provide supporting documents regarding the purpose of transactions or source of funds, ascertain the Depositor's financial status and sources of wealth, and conduct continuous monitoring of the business relationship.
- 2) Suspend remittances.
- 3) Suspend, restrict, or terminate all or part of the services or functions related to telephone banking transfers, online transfers, mobile banking, the setting of designated inbound accounts, and other electronic payment transfer services.
- 4) Refuse to establish new business relationships or provide additional services to the Depositor.
- 5) Take other control measures as deemed necessary by the Bank in accordance with applicable laws and regulations or based on risk management considerations.

If no transaction has been conducted on this deposit for a period of one year or more, the Depositor agrees that the Bank may, in accordance with its risk assessment principles, restrict or suspend the automated transaction functions associated with the deposit.

If any of the circumstances specified in the preceding paragraph apply and the account balance falls below the equivalent of NT\$1,000, the Bank may, at its sole discretion, terminate this agreement and proceed with the closure of the account. The remaining balance shall be transferred to other payables and will be disbursed to the Depositor in accordance with applicable laws and regulations upon request. 銀行對本存款應盡善良管理人之注意義務。倘銀行依據相關法令規範、內部風險評估標準 或具體事證,研判本存款有疑似不法、不當使用、作為洗錢、資恐、詐欺等不法用途之虞, 或銀行對存戶或其交易有洗錢、資恐、詐欺或其他相關風險之合理懷疑(包括但不限於符 合主管機關所訂定之異常存款帳戶或交易認定基準者,例如:短期間內頻繁申請開立存款 帳戶或設定約定帳號且無法提出合理說明;申請之交易功能與其年齡或背景顯不相當;提 供之聯絡資料均無法以合理之方式查證;存款帳戶經通報疑為犯罪行為人使用;帳戶內常 有多筆小額轉出入交易近似測試行為;短期間內密集使用電子服務或設備與日常交易習慣 明顯不符;帳戶久未往來突有異常交易;所留存聯絡電話與其他警示帳戶開戶人相同;帳 戶連結之虛擬帳號於一定期間內多次被列為警示虛擬帳號;或有銀行防制洗錢及打擊資恐 注意事項範本所列表徵之疑似交易態樣等),或該帳戶經依洗錢防制法、詐欺犯罪危害防制 條例及其他法令規定列為暫停給付、警示帳戶、衍生管制帳戶、告誡戶或其他列管帳戶者, 銀行得:

- (一) 強化確認存戶身分,並得對存戶身分採取持續審查措施,包括但不限於要求存戶更新 資訊、補充提供交易目的或資金來源等證明文件、瞭解存戶財富狀況及資金來源、持 續監督業務往來關係。
- (二) 暫停匯入或匯出款項。
- (三) 暫停、限制或終止提供電話語音轉帳、網路轉帳、行動銀行、約定轉入帳號設定及其他電子支付轉帳之全部或部分服務或功能。

(四) 拒絕存戶建立新的業務往來關係或提供新增服務項目。

(五) 採取其他銀行依循法令規定或基於風險管理認為必要之控管措施。

倘本存款一年(含)以上無任何交易行為·存戶同意銀行得依風險評估原則限制或暫停本存款 之自動化交易功能。

倘本存款符合第一項所列各款情事,且存款餘額在等值新臺幣一千元以下時,銀行得逕行終止本契約,辦理該帳戶之結清銷戶手續,餘額轉入其他應付款,於存戶申請給付時,依 法處理。

—+ In accordance with the Money Laundering Control Act, the Regulations Governing Anti-Money Laundering of Financial Institutions, the Counter-Terrorism Financing Act, the Fraud Prevention Act, and related subordinate regulations, the Bank shall, for the purposes of anti-money laundering (AML), countering the financing of terrorism (CFT), and fraud prevention, implement relevant measures concerning the Depositor and related parties (including but not limited to the Depositor's beneficial owner(s), senior management personnel, persons related to the deposit such as agents, representatives, authorized persons, and transaction counterparties), to the extent permitted by applicable laws and regulations. Such measures may include, but are not limited to, ongoing monitoring, transaction review, risk assessment, investigation, and reporting.

The Depositor shall cooperate with the Bank in implementing the aforementioned measures and shall provide the most up-to-date and accurate information regarding themselves and their related parties (including but not limited to identity documents, information on beneficial owners, and persons exercising control over the Depositor). The Depositor shall also provide explanations regarding the purpose of account opening, intended use of the account, nature and purpose of transactions, sources and destinations of funds, and other relevant information as requested.

The Depositor agrees that, for specific purposes including fraud prevention, anti-money laundering (AML), contract performance, risk management, and regulatory compliance, the Bank may collect, process, or use the Depositor's personal data, including identity information, account status (including but not limited to flagged accounts, controlled accounts, and account closure information), and matters related to dealings with financial institutions. The Bank may also report or share the aforementioned personal data, through the Financial Information Co., Ltd., with relevant financial institutions and judicial authorities.

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, 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.

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 antimoney laundering and counter 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:

- Where related laws or regulations are not violated, the Bank may, if it learns or is required to assume that the Depositor's source of funds is from corruption or abuse of public assets, the Bank may refuse to open an account or may terminate the business relationship.
- Where the Depositor or its related party is subject to economic or trade restrictions/sanctions or announced, identified or investigated by a foreign government, international anti-money laundering organization, or the Ministry of Justice in accordance with the "Counter-Terrorism Financing Act", the Bank may refuse to establish or continue any business relationship and may proceed with account termination without prior notice.
- 3) Where the Depositor fails to comply with the Bank's regular and/or irregular reviews, refuses to provide information on the beneficial owner or the individual with controlling rights over the Depositor, refuses to explain the nature or purpose of the transaction or the source of funding, is suspected to be involved in a money laundering or terrorist financing transaction, or where the Bank deems it necessary (including but not limited to cases where the review process deems the documents provided by the Depositor to be questionable, the account or the transaction is deemed as abnormal after the Depositor's explanation, or the media reports that the Depositor is involved in specific illegal cases), the Bank may refuse to open an account, temporarily suspend transactions, impose restrictions on transaction amounts or scope, suspend or terminate part or all of the business relationship, refuse to provide additional services, or take other necessary measures.
- 4) If the Depositor violates Article 22 of the Money Laundering Control Act or any related provisions, the Bank may, in accordance with applicable laws and regulations at the time, impose restrictions on the transaction amounts for the relevant banking services.

The Depositor acknowledges and agrees that, for the purposes of fraud prevention, maintaining financial order, and protecting the assets of the Depositor and others, the Bank may, in accordance with the Fraud Crime Hazard Prevention Act, the Regulations Governing Fraud Prevention Obligations of Financial Institutions and Virtual Asset Service Providers or Personnel, the Regulations for the Licensing and Supervision of Financial Information Service Enterprises for Interbank Fund Transfers and Clearing, and other relevant regulations, directives, or guidelines issued by competent authorities, implement the following management and control measures for accounts or transactions suspected of being involved in fraud. The Bank may also collect, process, and use the Depositor's personal data to the extent authorized by law or as necessary to fulfill its legal obligations:

1) In the event of any abnormal circumstance as identified by the competent authority or

as determined by the Bank pursuant to its internal risk control procedures, the Bank may implement the measures set forth in each subparagraph of Paragraph 1 of the preceding Article.

- 2) The aforementioned abnormal conditions may include, but are not limited to: frequent account openings or designation of transfer accounts within a short period; unverifiable contact information; transaction patterns inconsistent with the Depositor's age or professionalbackground; or multiple reports of suspected illegal activity involving the account.
- 3) The Depositor acknowledges and agrees that the Bank's data inquiries, cross-checks, or transaction monitoring conducted for the above purposes constitute actions undertaken in fulfillment of its legal obligations to prevent fraud and money laundering. Such actions are in compliance with Article 19, Paragraph 1 and Article 20, Paragraph 1 of the Personal Data Protection Act. The Bank shall maintain confidentiality and keep proper records of such inquiries in accordance with the law.

根據洗錢防制法、金融機構防制洗錢辦法、資恐防制法、詐欺犯罪危害防制條例及其相關子法等法令規範,銀行為執行防制洗錢、打擊資恐及防制詐欺之目的與作業,對存戶與存戶關係人(包括但不限於存戶之實質受益人、高階管理人、本存款關係人(如代理人、代表人及被授權人等)及交易對象)於法令許可之範圍內執行相關之措施(包括但不限於持續監控、交易檢視、風險評估、調查及申報等)。於本條約定各項情形下,銀行均毋須對存戶或存戶關係人負任何損害賠償責任。

存戶應配合銀行執行前項措施·提供自身及關係人之最新且真實資訊(包括但不限於身分證明文件、實質受益人資訊、對存戶行使控制權之人資訊)·並應配合說明開戶目的、帳戶用途、交易性質與目的、資金來源及去向等。

存戶同意銀行得於防制詐欺犯罪、洗錢防制、履行契約、風險管理、及法令遵循等特定目的 範圍內,蒐集、處理或利用存戶身分資訊、帳戶狀態(包括但不限於警示帳戶、衍生管制帳 戶、銷戶資訊等)或金融機構往來事項等個人資料,並將上揭個人資料,透過財金資訊股份 有限公司通報或照會相關金融機構及司法機關。

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。

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客戶,得逕為下列之處理, 以遵循防制洗錢及打擊資助恐怖主義等相關法令規範,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,銀行不負擔損害賠償責任:

- (一) 在不違反相關法令情形下,銀行如果得知或必須假定存戶往來資金來源自貪瀆或濫用 公共資產時,得拒絕開戶或終止業務往來關係。
- (二) 存戶與存戶關係人受經濟或貿易限制/制裁、外國政府或國際洗錢防制組織或法務部依「資恐防制法」公告認定或追查之恐怖分子或團體,銀行得拒絕開戶或其他業務往來,並得逕行銷戶。
- (三) 存戶不配合銀行定期或不定期審視、拒絕提供實質受益人或對存戶行使控制權之人等 資訊、對交易之性質與目的或資金來源不願配合說明、涉及疑似洗錢或資恐交易、或

銀行認為必要時(包括但不限於經審視程序認定存戶提供之文件或審視之結果有疑義者、經存戶說明後仍認定帳戶或交易有異常或洗錢疑慮者、或媒體報導其涉及違法之特殊案件等),銀行得拒絕開戶、暫時停止交易、限制交易金額或範圍、暫停或終止部分或全部業務往來關係、拒絕新增服務或採行其他必要之措施。

(四) 存戶違反洗錢防制法第二十二條及其相關規定時,銀行得依當時法令限制各項業務 往來項目之交易金額。

存戶了解並同意,為防制詐欺犯罪、維護金融秩序及保護存戶自身與他人資產安全,銀行得依「詐欺犯罪危害防制條例」、「金融機構及提供虛擬資產服務之事業或人員防制詐欺犯罪危害應遵循事項辦法」、「金融機構間資金移轉帳務清算之金融資訊服務事業許可及管理辦法」及其他主管機關訂定之相關辦法、命令或指引,對疑涉詐欺之帳戶或交易進行下列管理與處置,且得於符合法令授權或為履行法定義務之必要範圍內,蒐集、處理及利用存戶個人資料:

- (一)於符合主管機關或銀行依內部風險控管作業所認定之異常情形時,銀行得採行前條 第一項各款措施。
- (二)前項帳戶異常情形包括但不限於:短期內頻繁開戶或約定帳號、無法查證之聯絡資訊、交易行為異常或與年齡、職業背景不符者、帳戶多次涉及不法通報紀錄等情事。
- (三) 存戶了解並同意,銀行為前項目的所為之資料照會、交叉查核或交易紀錄控管等行為,乃為履行防制詐欺與洗錢之法定義務,符合個人資料保護法第19條第1項及第 20條第1項之規定,且銀行應依法就照會事項進行保密及紀錄保存。

#### =+- Termination or invalidity of the Agreement or the Deposits:

- Unless otherwise specified in regulations or in agreements with the Bank, the Depositor may terminate the Agreement and the Deposits ("account closing") at any domestic business unit of the Bank in person. However, it also may close the account via mail in accordance with the following provisions. Account closing through mail is restricted to demand deposit accounts with a balance of less than NT\$100,000 (or its equivalent in foreign currencies).
- In the event that the Deposits is under compulsory enforcement, provisional seizure, provisional disposition (decretum interimisticum) or other provisional remedies and, as a result, a loan of the Depositor collateralized by the Deposits likely becomes insolvent, after the Bank serves the notice or reminding note, the said loan shall be deemed to have matured in full. The Bank may exercise the pledge power over the Deposits and may further reimburse all sorts of deposits deposited by the Depositor at the Bank and all the creditor's rights of the Depositor to the Bank before maturity and further take the proceeds obtained through the reimbursement before maturity to offset all liabilities assumed by the Depositor to the Bank.

The expression of intent by the Bank for offsetting mentioned in the preceding paragraph will come into effect at the very moment when the account is deducted. At the same time, the time deposit certificates, passbooks or other vouchers issued by the Bank shall become null and void within the scope of the offset.

3) The Depositor agrees that in the event of any of the following, the Bank may

terminate all or part of the Agreement through written notice or other appropriate methods. The Bank also has the right to forgo regular fund retrieval procedures and dispose of the Deposits or close the account. Any damage or detriment suffered by the Depositor shall be borne solely by the Depositor and the Bank shall not be liable for compensation.

- Where the Depositor is in violation of the Agreement and has failed to respond to the Bank's request for improvement or for payment by specific deadlines;
- Where any of the circumstances listed under Article 19, Paragraph 1 of this Chapter occurs, and the account balance is below the equivalent of NT\$1,000 (as handled in accordance with Paragraph 3 of the same article).
- 3. Where any of the circumstances under Article 20 of this Chapter arises that requires the Bank to implement anti-money laundering (AML), countering the financing of terrorism (CFT), and fraud prevention measures, and the Bank, based on a comprehensive assessment, determines that the agreement should be terminated.
- 4. Where the Depositor is violation of Article 29 of the common terms and conditions in the Agreement regarding FATCA regulations or related regulations on common reporting or due diligence review procedures and the Depositor fails to settle accounts and close the account within the deadline specified in the Bank's notice.
- 5. Where the Depositor, without legitimate reason, delivers or provides the account/account number to others for use, or permits others to open an account or conduct transactions under the Depositor's name.
- 6. Where the Depositor violates applicable laws or regulations, public order or good morals, causes damage to the rights, interests, or reputation of the Bank, or engages in other unlawful conduct.
- 7. Where the Depositor is determined by the Bank to be engaged in virtual asset service activities, and the Bank assesses such activities to be of high risk or issues a notice to terminate the business relationship (refer to Article 37 of this Chapter for details).
- 8. Where the account is determined under Article 19 of this Chapter to be suspected of involvement in fraudulent activities, and the circumstances are serious or the Depositor fails to cooperate with the Bank's requests for clarification, and the Bank determines, based on risk management considerations, that the agreement should be terminated.
- 4) In the event of occurrences in subparagraph (2) or (3), the repayment of time deposits or account closing before maturity shall be regarded as termination of the agreement.
- 5) When an account is closed in accordance with the provisions of subparagraph (3) of this Article, the Depositor only can request the original account-opening unit for the retrieval of deposit balance.

#### 本契約與本存款之終止或失效:

(一)除法令另有規定或與銀行另有約定者外,存戶得親自至銀行國內任一營業單位終止本契約與本存款(即「銷戶」),並得依下列約定以郵寄方式辦理銷戶,前述以郵寄方式辦理銷戶者限活期性存款帳戶且餘額不超過新台幣壹拾萬元(或等值外幣)者。

(二)本存款倘受強制執行、假扣押、假處分或其他保全處分,導致存戶於銀行之債務有不能清償之虞時,經銀行通知或催告後,債務即視為全部到期,銀行得對本存款、存戶寄存於銀行之各種存款及對銀行之一切債權期前清償,並將期前清償之款項逕行抵銷存戶對銀行所負之一切債務。

銀行前項抵銷之意思表示,自登帳扣抵時即生抵銷之效力。同時銀行發給存戶之存款 憑單、摺簿或其他憑證,於抵銷之範圍內失其效力。

- (三) 存戶同意倘有下列任一情事發生時,銀行得以書面或其他適當方式終止本契約之全部或一部分,並有權於未終止本契約前即不經由一般取款程序,逕就本存款為必要之處分或銷戶,倘存戶因此發生損害或承受不利益均由存戶自行承擔,銀行不負損害賠償責任:
  - 1.存戶違反本契約之約定,經銀行催告限期改善或限期請求履行未果者;
  - 2.發生本章第十九條第一項所列情事·且存款餘額在等值新臺幣一千元以下者(依本章 第十九條第三項辦理)。
  - 3.發生本章第二十條所列銀行須執行防制洗錢、打擊資恐及防制詐欺相關措施,且經銀行綜合評估認應終止契約者。
  - 4.存戶違反本章共同約定事項第二十九條有關 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。
  - 5.存戶無正當理由將帳戶/帳號交付、提供予他人使用,或容許他人使用其名義申辦開 戶或進行交易。
  - 6.存戶違反法令規定、公共秩序或善良風俗、損及銀行權益或信譽、或有其他不法行為。
  - 7.存戶所營事業經銀行認定涉及提供虛擬資產服務,且經銀行評估風險過高或通知終 止業務往來者(詳見本章第三十七條)。
  - 8.存戶帳戶經依本章第十九條判斷有疑似涉及詐欺犯罪情事,且情節重大或未能配合 銀行要求釐清說明,經銀行綜合考量風險管理認應終止契約者。
- (四)倘有第(二)、(三)款所列情事,定期性存款未到期之期前清償或銷戶視為中途解約。
- (五) 依本條第(三)款約定由銀行逕行銷戶者・本存款餘額限向原開戶單位申請領回。
- —+— Where the Bank is involved in litigation for the Depositor's violation of any provision of the Agreement, the Depositor agrees that the attorney expenses and other necessary expenses paid by the Bank for the purpose of exercising or securing its creditor's rights over the Depositor shall be borne by the Depositor. However, where a court rules against the Bank, the Bank shall be responsible for the aforementioned expenses calculated based on the proportion of the parts that are ruled against the Bank to all litigation items. For parts where the court rules for the Bank, the Depositor agrees that the Bank may forgo its regular procedures and deduct payment directly from the Depositor's deposit account. The Bank may also determine the sequence of payment deductions.

銀行如因存戶違反本契約任一約定涉訟,存戶同意銀行為行使或保全對存戶之債權所支出律師費及其他必要費用,由存戶負擔。但如經法院裁判銀行敗訴確定時,則應由銀行負擔依銀行敗訴部分與全部訴訟標的比例計算之上開費用,而銀行勝訴應由存戶負擔部分,存戶同意銀行得不經由一般取款程序,逕自立約人之存款帳戶內扣抵,且銀行得自行決定相關款項之扣帳順序。

=+= The Depositor agrees that the Depositor's address as shown on the specimen seal certificate card shall be the address for services of relevant documents. Whenever the Depositor changes the address, the Depositor shall keep the Bank informed in writing or through other agreed upon means forthwith and agrees that the address after such change shall be the address for document service. In the event that the

Depositor fails to keep the Bank informed in writing or through other agreed upon means forthwith, the Bank will still serve documents through the address shown on the specimen seal certificate card or the address with which the Bank last served to the Depositor. A notice released through such address shall be deemed as having been lawfully served after a mail drop plus the regular period for mail travel.

存戶同意以印鑑卡所載之存戶地址為相關文書之送達處所,**倘存戶地址有所變更,存戶應即以書面或其他約定方式通知銀行,並同意改依變更後之地址為送達處所**;如存戶未以書面或依約定方式通知變更地址時,銀行仍以印鑑卡所載地址或最後通知存戶之地址為送達處所,於通知發出後,經通常之郵遞期間即推定為已送達。

 $\Box + oxtimes$  . Where the Depositor and the Bank agrees to use e-mail, mobile phone SMS, or other electronic means of information transmission to send notifications for various services, the notifications shall be delivered to the last e-mail or mobile phone number provided to the Bank. They shall be deemed as delivered after the Bank's transmission and absence of transmission failure messages. However, if the transmission fails for reasons that cannot be attributed to the Bank's deliberate actions or negligence (including but not limited to the Depositor's provision of erroneous e-mail address/mobile phone number, the Depositor's changes to its e-mail address/mobile phone number without updating information at the Bank, the Depositor's cancellation of the e-mail address or mobile phone number, or failure of the Depositor's connection or related equipment, or failure to operate such connection or equipment properly), the notification shall be deemed as delivered when it is sent by the Bank. Where the Depositor changes its e-mail address or mobile phone number, the Depositor shall notify the Bank in writing or through other agreed methods to notify the Bank of the update. If it fails to notify the Bank of the update after the change, the Bank shall use the last registered information as the email address/mobile phone number for notifications. If the Depositor provides email/mobile phone number as the method for the Bank to contact the Depositor and does not agree to receive notifications in electronic messages, the Depositor may not file any claim against the Bank for the Bank's failure to use the aforementioned e-mail/mobile phone number for the delivery of notifications.

存戶與銀行另行約定以電子郵件(E-MAIL)、手機簡訊等電子訊息傳輸方式為各項服務項目之通知者,以存戶最後通知銀行之電子郵件地址或手機號碼為準,經銀行傳送且無傳送失敗訊息,即視為送達。但倘非因銀行之故意或過失而造成傳送失敗者(包括但不限於存戶提供錯誤之電子郵件地址/手機號碼、存戶變更電子郵件地址/手機號碼而未辦理更新、存戶取消電子郵件地址/手機號碼、存戶端之連線通訊或相關設備故障或運作不當等),則以銀行對外發送之時間視為送達。倘存戶之電子郵件地址或手機號碼有所變更,存戶應即以書面或其他約定方式通知銀行更新,如有變更而未通知銀行辦理更新者,銀行仍以存戶最後登記資料為存戶應受送達之電子郵件地址/手機號碼。倘存戶提供電子郵件地址/手機號碼係作為銀行聯絡存戶之方式、並未約定以電子訊息傳輸方式為通知者,存戶不得以銀行未以上開電子郵件地址/手機號碼為通知送達方式而向銀行為任何請求。

- 二十五、The personal data collected, processed, cross-border transferred, and used by the Bank and provided by the Depositor or the responsible person/the representative of company in accordance with this Agreement (hereinafter referred to as "personal data of the Depositor"):
  - Where the collection of the "personal data of the Depositor" involves privacy interests of the Depositor or the responsible person/the representative of company, the Bank shall, at the moment when collecting the "personal data of the Depositor", keep the

Depositor or the responsible person/the representative of company expressly informed of the followings in accordance with Article 8, Paragraph 1 of the Personal Data Protection Act (hereinafter referred to as the "PDPA"):

- 1.Name of the collector (i.e. Mega International Commercial Bank.).
- 2. Purposes of collection.
- 3. Categories of personal data.
- 4. The time period, territory, recipients and methods of the use of "personal data of the Depositor".
- 5. The rights and methods an involved party may exercise in accordance with Article 3 of the PDPA.
- 6. The influence to his or her interest in the case the Depositor or the responsible person/the representative of company has his or her discretion to decide whether to provide the information and thereby chooses not to.
- 2) For issues regarding the purposes of the Bank to collect personal data, categories of the personal data, time period, territory, recipients, methods and such contents of the use of personal data, the Depositor or the responsible person/the representative of company is advised to peruse the Appendix annexed hereto hereunder or check through the Bank's website.
- 3) According to Article 3 of the PDPA, for the "personal data of the Depositor" under the Bank's custody, the Depositor or the responsible person/the representative of company is entitled to exercise the following rights:
  - 1.Except for the situation set forth under the proviso of Article 10 of the PDPA, the Depositor or the responsible person/the representative of company may inquire or request to review or obtain copies. Nevertheless, the Bank may charge a fee to cover necessary costs in accordance with Article 14 of the PDPA.
  - 2.Request the Bank for supplementation or correction for which, nevertheless, the Depositor or the responsible person/the representative of company is subject to elucidation of the reasons and facts as required under Article 19 of Enforcement Rules of the PDPA.
  - 3.In the event that the Bank is found having violated the PDPA in collection, processing or use of the "personal data of the Depositor", the Depositor or the responsible person/the representative of company may request the Bank to erase or cease collecting, processing or using the aforementioned personal data in accordance with Article 11, Paragraph 4 of the PDPA.
  - 4.In accordance with Article 11, Paragraph 2 of the PDPA, in case of a dispute over the correctness of the personal data, the Depositor or the responsible person/the representative of company may apply to the Bank for cease processing or using of the "personal data of the Depositor", except an event set forth under the proviso of the Paragraph, nevertheless, where the Bank in performance of duties or where the Depositor or the responsible person/the representative of company agrees in writing and the dispute has been recorded.
  - 5.In accordance with Article 11, Paragraph 3 of the PDPA, when the specific purpose of data collection no longer exists, or upon expiration of the relevant time period, the Depositor or the responsible person/the representative of

company may apply to the Bank for erasing or cease processing or using the "personal data of the Depositor" except an event set forth under the proviso of the said Paragraph, nevertheless, where the Bank in performance of duties or where the Depositor or the responsible person/the representative of company agrees in writing.

- 4) In an attempt to exercise all sorts of rights in accordance with Article 3 of the PDPA as mentioned above, the Depositor or the responsible person/the representative of company may inquire with the Bank's Customer Service Office (0800-016168) or the Bank's website ( Website: https://www.megabank.com.tw/) for more details about the method to exercise those rights.
- 5) Except for the necessary data for the Bank to fulfill its statutory obligations, the Depositor or the responsible person/the representative of company may, at his or her discretion, choose whether to provide his or her personal data and the categories of personal data provided. Nevertheless, in the event that the Depositor or the responsible person/the representative of company rejects to provide his or her personal data or personal data of the required categories which are indispensable for the Bank for its business operations or review, the Bank might become unable to conduct necessary review or operation the business or, in turn, be unable to render services or to render better services to the Depositor or the responsible person/the representative of company.

銀行依本條約定蒐集、處理、國際傳輸及利用存戶或其負責人/代表人基於本契約提供之個 人資料(下稱「存戶個資」):

- (一) 存戶個資之蒐集·涉及存戶或其負責人/代表人的隱私權益·銀行向存戶或其負責人/代表人蒐集存戶個資時·依據個人資料保護法(以下稱個資法)第八條第一項規定·應明確告知存戶或其負責人/代表人下列事項:
  - 1. 蒐集者名稱(即兆豐國際商業銀行)。
  - 2. 蒐集之目的。
  - 3.個人資料之類別。
  - 4.個人資料利用之期間、地區、對象及方式。
  - 5.當事人依個資法第三條規定得行使之權利及方式。
  - 6.存戶或其負責人/代表人得自由選擇提供個人資料時,不提供將對其權益之影響。
- (二) 有關銀行蒐集存戶個資之目的、個人資料類別及個人資料利用之期間、地區、對象及 方式等內容,請存戶或其負責人/代表人詳閱如後附表,或查詢銀行網站。
- (三) 依據個資法第三條規定·存戶或其負責人/代表人就銀行保有之存戶個資得行使下列權利:
  - 1.除有個資法第十條所規定之例外情形外,得向銀行查詢、請求閱覽或請求製給複製本,惟銀行依個資法第十四條規定得酌收必要成本費用。
  - 2.得向銀行請求補充或更正,惟依個資法施行細則第十九條規定,存戶或其負責人/代表人應適當釋明其原因及事實。
  - 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。
  - 4.依個資法第十一條第二項規定,個人資料正確性有爭議者,得向銀行請求停止處理或 利用存戶個資。惟依該項但書規定,銀行因執行業務所必須,或經存戶或其負責人/ 代表人書面同意,並註明其爭議者,不在此限。
  - 5.依個資法第十一條第三項規定,個人資料蒐集之特定目的消失或期限屆滿時,得向

銀行請求刪除、停止處理或利用存戶個資。惟依該項但書規定,銀行因執行業務所必須或經存戶或其負責人/代表人書面同意者,不在此限。

- (四) 存戶或其負責人/代表人如欲行使上述個資法第三條規定之各項權利·有關如何行使之方式,得向銀行客服(0800-016168)詢問或於銀行網站(網址: https://www.megabank.com.tw/)查詢。
- (五)除銀行為履行法定義務所必要之資料外·存戶或其負責人/代表人得自由選擇是否提供相關個人資料及類別·惟存戶或其負責人/代表人所拒絕提供之個人資料及類別·如果是辦理業務審核或作業所需之資料·銀行可能無法進行必要之業務審核或作業而無法提供存戶相關服務或無法提供較佳之服務。
- 二十六、The Depositor authorizes the Bank, for the purposes of performing the rights and obligations under this Agreement, conducting risk management, implementing anti-money laundering (AML), counter-terrorism financing (CTF), and fraud prevention measures, complying with applicable laws and regulations, and handling related business (including but not limited to credit review and account management), to collect, process, and use the personal data, credit information, negotiable instrument information, and other relevant data of the Depositor and their responsible persons/representatives from the Joint Credit Information Center, Financial Information Co., Ltd., The Taiwan Clearing House, and other institutions designated by competent authorities or cooperating with the Bank. The aforementioned institutions are also authorized, in accordance with their operational rules, to provide the collected data to the Bank.

存戶授權銀行於為履行本契約權利義務、進行風險管理、執行防制洗錢、打擊資恐及防制 詐欺措施、遵循法令規定及辦理相關業務(包括但不限於授信審核、帳戶管理)等目的範 圍內,得向財團法人金融聯合徵信中心、財金資訊股份有限公司及其他經主管機關指定或 銀行合作之機構,蒐集、處理及利用存戶及其負責人/代表人之個人資料、信用資訊及其他 相關資料,且前揭機構亦得依其作業規定提供其所蒐集之資料予銀行。

=++. According to the Financial Holding Company Act and the Rules Concerning Cross-Selling by Financial Holding Company Subsidiaries, the Depositor's information shared between Bank, the Bank's financial holdings group and its subsidiaries may not be used for any purpose other than marketing if the information is collected for marketing purpose. The Depositor's information that is disclosed, transferred, or shared, unless otherwise specified by law and expressly approved by the Depositor in a contract or written agreement, may not contain any information other than the Depositor's name and address. Except for cases where the law or the regulator approves of the use, the Bank shall be responsible for protecting related personal/company information provided by the Depositor during transactions. The Depositor may inquire the contents of confidentiality measures on the Bank's website (https://www.megabank.com.tw/).

依金融控股公司法及金融控股公司子公司間共同行銷管理辦法等相關規定,銀行及銀行所屬之金融控股公司及其所轄之子公司間交互運用存戶資料,基於行銷目的蒐集個人資料時,不得為行銷目的外之利用;於揭露、轉介或交互運用存戶資料時,除法令另有規定、經存戶簽訂契約或書面明示同意者外,所揭露、轉介或交互運用之資料不得含有存戶之姓名或地址以外之其他資料。

除法令或主管機關另有規定得使用者外·銀行對存戶於往來期間所託付之個人/公司相關資料有保護之責任·存戶可至銀行網站(網址:https://www.megabank.com.tw/)查詢保密措施之內容。

二十八、The Depositor agrees that to meet the need in its business operations, the Bank may,

pursuant to the requirements promulgated by the competent authority, entrust other entitles to take charge of business items which may be handled by other entities through entrustment. The Depositor may inquire with the Bank regarding the categories of the personal information disclosed to the trustee during the outsourcing process, the name of the trustee and such information. The Depositor further agrees that the Bank may provide such information to the trustee(s). All such trustee(s) shall still be equally subject to laws and non-disclosure obligations upon processing or utilizing the "personal information of the Depositor".

存戶同意銀行為配合業務需要·得依主管機關規定將可委託其他機構處理之業務項目·委託 其他機構處理·存戶可向銀行洽詢有關委外作業所揭露於受託機構之資訊種類及受委託機構之名稱等資料·存戶並同意銀行得將其資料提供予受委託機構·受委託機構於處理及利用 存戶資料時·仍應依法令規定辦理並保守秘密。

- 二十九、The Depositor agrees to provide the following taxation statement and related documents and it pledges to take the initiative in notifying the Bank in the event of changes to its identity in the future:
  - 1) To comply with Foreign Account Tax Compliance Act ("FATCA"), the bank shall identify if the Depositor is a US taxpayer. The Depositor being a US taxpayer when opening this account shall provide US tax declaration documents such as W-9, and Waiver. If the Depositor is not a US taxpayer when opening this account, the Depositor shall provide US tax declaration documents such as W-8BEN or W-8BEN-E considering the fact that Depositor is a natural person, juridical person, foreign government, or non-profit organization, and the Depositor undertakes to automatically notify the Bank within thirty(30) days after his/her status changes and to proceed by the above regulations.

In no event shall the Bank be responsible for the Depositor who fails to comply with this provision and which results in the withholding of US-income source or arising any tax burden. In the event of any damage suffered by the Bank attributable to the Depositor (including, but not limited to, being punished by the regulatory authority or claimed by the counter party), the Depositor agrees to compensate the Bank unconditionally for such damages.

The Depositor agrees if he/she violates this provision, he/she shall close the account within one (1) month after the notification of the Bank; if the Depositor fails to do so, the Bank shall be entitled to terminate the Agreement and close the Depositor's account.

The Bank shall be required to perform due diligence on the financial account information for taxation purposes in accordance with the "Regulations Governing the Implementation of the Common Standard on Reporting and Due Diligence for Financial Institutions" and it shall subsequently report to the Ministry of Finance the declarable tax-related information under the financial accounts of tax residents to the tax competent authority. As such, the Depositor shall be required to provide self-certification that it retains the status of a tax resident when opening the account and pledge that it shall take the initiative in notifying the Bank in the event of changes to its identity within 30 days and providing new self-certification.

The Bank shall not be held liable for any tax penalties due to the Depositor's violation of this clause. In addition, if the Bank suffers any damage for reasons attributable to the Depositor based on this clause, the Depositor agrees to bear

all liabilities for compensation.

The Depositor agrees that it shall settle and close the account within one month of receiving the Bank's notice. If it fails to complete the procedures, the Bank may terminate the Agreement and close the account.

存戶同意提供下列稅務聲明等相關文件,並承諾嗣後身分異動,應主動通知銀行:

(一) 銀行為遵循美國「外國帳戶稅收遵循法」(Foreign Account Tax Compliance Act· 簡稱FATCA法案)規範·須辨識存戶是否具有美國應稅身分·存戶於銀行開立帳戶 時·若具有美國應稅身分·應提供W-9及同意書(Waiver)等美國稅務聲明文件; 存戶若開戶時未具美國應稅身分·應分別其為自然人、法人、外國政府及非營利組織 之身分·提供W-8BEN或W-8BEN-E等美國稅務聲明文件·並承諾嗣後倘有身分異動, 應於異動後30天內主動通知銀行,並依上開相關規定辦理。

存戶若違反本條約定·致其美國來源所得遭扣繳·或衍生任何稅務·銀行概不負責· 且銀行若因存戶依本條有可歸責之事由受有任何損害(包括但不限於主管機關之處罰 或遭交易對手求償)·存戶同意無條件負擔一切損害賠償責任。

存戶並同意若違反本條約定,存戶應於銀行通知後一個月內結清帳戶,逾期未辦理,銀行得逕行終止本契約並辦理銷戶。

(二) 銀行為因應財政部「金融機構執行共同申報及盡職審查作業辦法」之規定,須針對存戶進行稅務用途金融帳戶資訊交換盡職審查,並於審查後向財政部申報應申報國居住者之稅務用途金融帳戶資訊。爰此,存戶應於開立帳戶時,提供自我證明以聲明稅務居住者身分,並承諾嗣後倘有身分異動,應於異動後30天內主動通知銀行,並同時提供新的自我證明。

存戶若違反本條約定,遭受任何稅務裁罰,銀行概不負責,且銀行若因存戶依本條有可歸責之事由受有任何損害,存戶同意無條件負擔一切損害賠償責任。

存戶並同意若違反本條約定,存戶應於銀行通知後一個月內結清帳戶,逾期未辦理,銀行得逕行終止本契約並辦理銷戶。

≡+ The governing laws of this Agreement is the laws of the Republic of China.

This Agreement is made in both English and Chinese languages. Should there be any discrepancy or inconsistency between two languages, the Chinese version shall prevail. Any matters insufficiently provided for herein shall be subject to addition by and between both parties in writing through amicable negotiations. In the event that there is no negotiation or the efforts through such amicable negotiation prove to no avail, such part shall be handled under the laws and ordinances concerned.

本契約之準據法為中華民國法律。

本契約以中文、英文二種語言作成,如中、英文本間有任何出入或不一致時,應以中文本為 進。

本契約如有未盡事宜·雙方得另以書面協議補充之;未為協議或協議不成者·悉依相關法令辦理。

= + - The Depositor authorizes the Bank, its Financial Holding Company, and its representative, its agents, its employees, its users or its consultants who get in contact with any bank records, account books, or any transaction records relating to the personal and account information (hereinafter referred to as the "depositor's data") of the Depositor during the course of performing their jobs or duties or within the scope of their duties, to disclose related depositor's data to any of the following parties according to applicable domestic and foreign regulations (including ,but not limited to, domestic and foreign regulations regarding the obligations of tax declaration and/or tax withholding applicable to the Bank, such as the U.S. Foreign Account Tax Compliance Act and the Regulations Governing the Implementation of the Common Standard on Reporting and Due Diligence

for Financial Institutions of the R.O.C. (and any amendments, replacement or substitution regulations thereof)) and government agency's decision or order:

- Any branches, representative offices, parent company, affiliates, subsidiaries, agents, and outsourcing service providers and agents thereof;
- Any government agencies, quasi-government agencies, supervisory authorities, financial, currency or other competent authorities, institutions or individuals located in Taiwan or other countries; and
- 3) Any parties to which the Bank has the obligation to disclose information according to domestic and foreign regulations, and government agency's decision or order.

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收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:

- (一)銀行之分公司、代表處、母公司、關係企業、子公司、代理人、委外服務提供者及其 代理人;
- (二) 位於臺灣或其他國家之任何政府機關、準政府機關、監管機關、財政、貨幣或其他主管機關、機構或個人;及
- (三) 銀行依國內外法令、機關之裁判或命令負有義務向其揭露者。
- =+- Where the Depositor and the Bank are involved in litigation due to the Agreement ,both parties agree that the local court in the place of the Bank's business unit with which the account involved is opened or the Taiwan Taipei District Court shall be the court of first instance. However, where there are provisions regarding exclusive jurisdiction in laws, the provisions shall prevail, and the provisions regarding the applicability of the court of jurisdiction for small claims, stipulated in Article 47 of the Consumer Protection Act or Article 436-9 of the Taiwan Code of Civil Procedure shall not be excluded.

存戶及銀行間因本契約涉訟時,雙方同意以涉訟帳戶所屬銀行營業單位所在地之地方法院或臺灣臺北地方法院為第一審管轄法院。但法律有專屬管轄之規定者,從其規定,且不得排除消費者保護法第四十七條或民事訴訟法第四百三十六條之九規定小額訴訟管轄法院之適用。

 $\equiv \pm \pm$  `The Deposits are not protected by the deposit of the Central Deposit Insurance Corporation (CDIC) of the R.O.C.

本存款不受中華民國中央存款保險公司之存款保險保障。

三十四、If the Depositor has any question regarding the relevant business under this Agreement, the Depositor is advised to clarify through the special line for grievance: (02) 8982-0000 or toll-free: special line for service:0800-016168.

存戶對於本契約相關業務如有疑義,得洽銀行申訴專線:(02)8982-0000或免付費服務專線:0800-016168。

三十五、Unless otherwise prescribed in Chapter Two and Chapter Three, 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 Chapter Two and Chapter Three, the provisions set forth under Chapter Two and Chapter Three shall prevail.

除第貳章、第參章另有約定者外·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、第參章之約定事項牴觸者·第貳章、第參章之約定事項應優先 適用。

三十六、The Bank will deliver a copy of this Agreement to the Depositor. The Depositor's consent to the terms contained in the Agreement or the intention to open the Deposits is made electronically. The Depositor agrees that the Bank will deliver the Agreement to the Depositor in an unwritten form, such as an electronic file or an online announcement. 銀行交付本契約壹份予存戶收執。存戶對本契約所載條款之同意或申請開立本存款之意願聲明係以電子方式作成,存戶同意銀行以電子檔案或網站公告等非書面方式交付本契約予存戶存查。

三十七、In the event that the Depositor is identified by the Bank as a "Virtual Asset Service Provider" (VASP) or as someone who runs a business relating to such, after business relations is established between the two, the Bank may refuse or suspend any transaction provided in the Agreement, or even terminate the business relations after notifying the Depositor.

If the Depositor suffers from any loss or disadvantage arising from the preceding paragraph, the Depositor shall bear such loss or disadvantage, and the Bank shall not be held liable for damages resulted therefrom.

In the event that the Bank suffers from any loss or disadvantage arising from failing to comply with the relevant regulations (including, but not limited to, domestic and foreign regulations), due to the Depositor's business at the time of entering into this Agreement or during its term involves providing virtual asset services or personnel engaged in such services, the Depositor agrees to compensate the Bank for such damages.

存戶與銀行建立業務往來關係後,如經銀行發現所營事業涉及提供虛擬資產服務之事業或人員,銀行得拒絕或暫時停止本契約所載之各項交易,或於通知存戶後終止業務往來關係。 存戶因前項情形所生損害、損失或不利益,均由存戶自行承擔,銀行概不負責。 倘因存戶於本契約成立時或本契約存續期間內所營事業涉及提供虛擬資產服務之事業或人員,致銀行未能遵循相關規範(包括但不限於國內外法令)而受有損害者,存戶應負一切損害賠償責任。

- 三十八、The Depositor agrees that the Bank will handle all the restrictions or regulations imposed by the Bank on various transactions and services, according to the following methods:
  - The Depositor agrees that the Bank may collect, process, or use the personal data
    necessary for the application of "designated inbound transfer accounts," including but not
    limited to the account number designated, the frequency with which such account is
    designated as a designated inbound transfer account, and the account status (including
    but not limited to flagged accounts, controlled accounts, etc.).
  - 2. The Depositor agrees that the Bank may collect, process, or use personal data related to deposit accounts opened at the Bank, including the frequency with which such accounts have been designated as designated inbound transfer accounts and account status (including but not limited to flagged accounts, controlled accounts, etc.), and may, within the scope of the designated inbound transfer account setup process, provide the aforementioned personal data to the financial institutions requesting the designation of such inbound transfer accounts.
  - 3. The Depositor agrees that the Financial Information Co., Ltd. may collect, process, or use the personal data specified in Item 2 above within the scope of inter-financial institution information exchange purposes.

The Depositor acknowledges and agrees that the Bank reserves the final right to approve or reject the Depositor's application to set designated inbound transfer accounts. Except as

otherwise agreed between the Depositor and the Bank, all detailed regulations regarding transfer limits, the number of designated accounts allowed, effective dates, and other related matters shall be governed by the announcements published on the Bank's official website. 銀行對於各項交易、服務所為之限制或規定,於防制詐欺及洗錢等特定目的範圍內,存戶同意銀行依下列方式辦理:

- (一) 存戶同意銀行得蒐集、處理或利用存戶所申請「設定為約定轉入之帳號」及該帳號「被設定為約定轉入帳號之次數」、帳戶狀態(包括但不限於警示帳戶、衍生管制帳戶等)等必要個人資料。
- (二) 存戶同意銀行得蒐集、處理或利用存戶於銀行開立之存款帳號及其「被設定為約定轉入帳號之次數」、帳戶狀態(包括但不限於警示帳戶、衍生管制帳戶等)等個人資料,並於設定約定轉入帳號作業之範圍內,提供前開個人資料予就該帳號提出約定轉入帳號申請之金融機構。
- (三) 存戶同意財金資訊股份有限公司於辦理金融機構間之金融資訊交換目的範圍內·得蒐集、 處理或利用前開二目約定之個人資料。

存戶同意銀行保留最終審核是否同意存戶申請設定約定轉入帳號之權利,並同意除存戶與銀行另 有約定者外,約定轉帳之限額、約定帳號組數及生效日等詳細規範均以銀行官網公告之內容為 準。

### Chapter Two、Terms and conditions on deposits in foreign exchange 第貳章、 外匯存款約定事項

The Deposits are in the categories that include a variety of "demand deposits in foreign exchange", "time deposits in foreign exchange" and "comprehensive deposits in foreign exchange" deposited by the Depositor with the Bank.

The term "comprehensive deposits in foreign exchange" as set forth in the preceding paragraph denotes that the accounts of demand deposits in foreign exchange and the accounts of time deposits in foreign exchange without a deposit certificate shall be consolidated into one passbook. The Bank will not issue a deposit certificate or other voucher additionally.

本存款種類包括存戶在銀行往來之各種外匯活期存款、外匯定期存款及外匯綜合存款。 前項外匯綜合存款係指將外匯活期存款及無存單外匯定期存款等帳戶綜合登錄於一本存摺 內,銀行不另掣發存單或其他憑證。

- In the event that the Deposits are "demand deposits in foreign exchange":
  - 1) Interest rate: The deposit shall accrue interest on a floating basis based on the interest rate for "demand deposits in foreign exchange" promulgated by the Bank. In case of the Bank's adjustments of interest rate during the period of deposit, it will accrue interest based on the post-adjustment interest rate.
  - 2) The minimum amount to accrue interest: If the daily final balance of the deposit in the account of a single currency is below the minimum amount to accrue interest as specified, it accrues no interest. If the final balance of deposit in that account reaches the minimum amount to accrue interest as specified as following, it will take \$100 as the unit to accrue interest. The fraction below \$100 shall not be counted.

currency USD AUD CAD HKD GBP CHF JPY EUR NZD SGD ZAR SEK 1	currency	cur	urrency	USD	AUD	CAD	HKD	KD	GBP	CHF	JPY	EUR	NZD	SGD	ZAR	SEK	THB	CNY
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Min Bal.	100	150	150	800	100	150	15000	100	200	200	800	800	3000	800

3) Method to accrue interest: On a daily basis. Namely, the total of the deposit balance of every day that is up to the minimum amount shall be multiplied by the interest rate per annum, and then divided by 360, to obtain the amount of daily interest. The interest so accrued shall be settled by the Bank on a semi-annual basis (20, June and 20, December) and be counted into the principal on the ensuing day. All currencies are rounded to the nearest two decimal places except the Japanese yen, which is rounded to the nearest yen.

本存款如為外匯活期存款:

- (一) 計息利率:依銀行牌告之外匯活期存款利率機動計息;在存款期間內·遇銀行利率調整時·改按調整後之利率計息。
- (二) 起息金額:單一幣別帳戶每日最終存款餘額未達規定起息金額者,不予計息;已達下表規定起息金額者,以百元整數為計息單位,不足百元部分不予計入。

幣別	美元	澳幣	加拿	港幣	英鎊	瑞士	日圓	歐元	紐西	新加	南非幣	瑞典幣	泰銖	人民幣
			大幣			法郎			蘭幣	坡幣				
起息額	100	150	150	800	100	150	15000	100	200	200	800	800	3000	800

- (三) 計息方式:按日計息,即每日達前款標準之存款餘額之和乘以年利率再除以360即得利息額,並由銀行於每半年(6月20日及12月20日)結算付息並於次日滾入本金,且除日圓以四捨五入計算至元為止,其餘幣別皆以四捨五入計算至小數點第二位。
- $\equiv$  \ In the event that the Deposits are "time deposits in foreign exchange":
  - 1) Interest rate: The deposit shall accrue interest on a fixed basis based on the interest rate for "time deposits in foreign exchange" promulgated by the Bank on the day the time deposit is made. When the original time deposit is renewed, it will accrue interest for the renewed deposit based on the time deposit interest rate promulgated by the Bank for foreign exchange on the day of renewal.
  - 2) The minimum amount to accrue interest: Below are the minimum deposit balance for the time deposits.

currency	USD	AUD	CAD	HKD	GBP	CHF	JPY	EUR	NZD	SGD	ZAR	SEK	ТНВ	CNY
Min deposit	1000	1500	1500	8000	600	1500	150000	1000	2000	2000	8000	8000	30000	8000

- Method to accrue interest: The deposit will accrue interest on a monthly basis for the part up to one month in full (i.e., the principal multiplied by interest rate per annum and number of months and then divided by 12 to calculate the interest). Interest shall be accrued for fractions of less than one month on a daily basis (i.e., the principal is multiplied by the interest rate per annum and number of days and then divided by 360 to calculate the interest). The interest shall be paid in a lump-sum when due, or on a monthly basis as agreed upon, respectively. All currencies are rounded to the nearest two decimal places except the Japanese yen, which is rounded to the nearest yen.
- 4) Except for Articles 20, 21, and 29 in the common terms and conditions of the first chapter where the Bank shall terminate the Agreement (including but not limited to termination of business transactions and cancellation of the Agreement before the maturity), for the closing of the account or the cancellation of the Agreement before the maturity handled by anyone but the account holder, the balance of the deposit shall only be deposited (transferred) to the account of the holder.
- 5) Only the Depositor himself/herself can apply for a pledged loan from the Bank.

  The Depositor can only set a pledge for the loan in a foreign currency. 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.

The maximum period shall not exceed the due date agreed upon in the Deposit. Where the Depositor applies for a loan with a time deposit with automatic rollover, the term of the loan shall be extended to the maturity date of the rollover renewal and only one extension shall be permitted. However, where the Depositor repays the debt in full and releases the pledge before the maturity date of the renewal, it shall be restored as automatic rollover. The other terms and conditions of the loan shall be negotiated and determined by the parties.

- 6) In the event that the Depositor intends to terminate this Agreement before maturity, the Depositor shall inform the Bank seven (7) days preceding the termination. Then the interest shall be accrued and paid according to the period of actual deposit and at 80% of the latest interest rate for the same period promulgated by the Bank on the date of the deposit. However, a deposit with a term of less than one month, or with a term of one month or more but with an actual deposit period of less than one month, shall not accrue any interest.
- 7) Except those specifying the date of maturity, the Depositor may, as well, apply for an automatic renewal of the deposit upon expiry at the time of the deposit or before its expiry. The renewed term shall be in the same duration as the original time deposit. Upon renewal of the deposit, the interest shall be accrued based on the interest rate promulgated by the Bank at that time.
- 8) In case of a time deposit in the terms of one, two, three weeks or a term of designated date of maturity(less than one month) while the Depositor does not proceed with the renewal procedures upon expiry, the deposit shall be renewed upon renewal based on the interest rate promulgated by the Bank on the day of renewal to start accrual of interest on that day. The overdue interest for the period starting from the original date of maturity until the day preceding the renewal shall be accrued and paid based on the Bank's demand deposit interest rate of the foreign currency on the actual date of renewal. However, in case of an adjustment to the demand deposit interest rate of the foreign currency in the period between the maturity date of the deposit and the actual date of renewal, the interest shall be calculated in phases based on the adjusted interest rates promulgated by the Bank.
- 9) In case of the Depositor of time deposits in the term(s) beyond those mentioned in the preceding paragraph fails to proceed with the renewal procedures upon maturity, the deposit accrues interest from the date of the original maturity if the Depositor completes the renewal procedures within ten (10) days overdue (referring to beyond the date of maturity of the deposit) based on the interest rate promulgated by the Bank prevalent on the date of renewal. In the event that the Depositor is more than ten (10) days overdue in renewing the deposit, the deposit shall be renewed and interest shall be accrued starting from the date of the renewal based on the interest rate promulgated by the Bank prevalent on the date of renewal. The overdue interest for the period starting from the original date of maturity until the day preceding the renewal shall be accrued and paid based on the Bank's demand deposit interest rate of the foreign

currency on the actual date of renewal. However, in case of an adjustment to the demand deposit interest rate of the foreign currency in the period between the maturity date of the deposit and the actual date of renewal, the interest shall be calculated in phases based on the adjusted interest rates promulgated by the Bank.

10) In the event that the Depositor is overdue in withdrawing the deposit, the interest for such overdue period shall be calculated based on the daily single interest rate for demand deposit in foreign exchange interest rate promulgated by the Bank on the day when the Depositor actually withdraws. In case of an adjustment to the demand deposit in foreign exchange interest rate promulgated by the Bank is adjusted during the period between the date of original maturity and the date of the actual withdrawal, the interest shall be calculated in phases based on the post-adjustment interest rates promulgated by the Bank. If the maturity date is a holiday, the interest of the holiday is calculated at the agreed time deposit interest rate.

#### 本存款如為外匯定期存款:

(一) 計息利率:依開立定期存款當日銀行牌告之外匯定期存款利率固定計息。原定期存款 續約時,續約之計息利率依續約當日銀行牌告之外匯定期存款利率計息。

(二) 起存金額:下表為各幣別定期存款起存額。

幣別	美元	澳幣	加拿	港幣	英鎊	瑞士	日圓	歐元	紐西	新加	南非幣	瑞典幣	泰銖	人民幣
			大幣			法郎			蘭幣	坡幣				
起存額	1000	1500	1500	8000	600	1500	150000	1000	2000	2000	8000	8000	30000	8000

- (三) 計息方式:足月部分按月計息(即本金乘以年利率、月數·再除以十二即得利息額)· 不足月部分按日計息(即本金乘以年利率、日數·再除以360即得利息額)·到期時 一次付息·或個別約定按月領息·且除日圓以四捨五入計算至元為止·其餘幣別皆以 四捨五入計算至小數點第二位。
- (四)除本契約第壹章共同約定事項第二十條、第二十一條、第二十九條由銀行終止本契約(包括但不限於終止業務往來、中途解約)並辦理銷戶者外,其餘本存款非存戶本人 親自辦理到期結清或中途解約者,限存(匯)入本人帳戶。
- (五) 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。 存戶僅得質借外幣,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。

質借期限最長不得超過本存款上所約定之到期日。自動轉期之定期性存款辦理質借者,質借期限展延至轉期續存之到期日,以一次為限;惟於續存之到期日前已還清結欠並解除質權者,即恢復為自動轉期,其餘質借條件由雙方另行議定之。

- (六) 如需中途解約時,應於七日前通知銀行·利息依實存期間按存入當日之銀行相當期別 之牌告利率八成計付·但若期別不足一個月·或期別為一個月以上惟實存期間未滿一個月·則不予計息。
- (七) 除指定到期日者外·存戶得在存入時或存款到期前申請自動轉期·並以原定期存款之同期別為限。轉期時按當時公告之利率計息。
- (八) 一、二、三週及指定到期日(未滿一個月)之定期存款到期未辦理續存手續者,辦理續存時概以續存日銀行牌告利率自續存日起息續存。至於原到期日至續存前一日之逾期息按實際續存日銀行該外幣之活期存款利率計付,但該存款到期日至實際續存日期間,銀行外幣活期存款牌告利率有調整者,應按調整之牌告利率分段計息。
- (九) 前款期別以外之各期別定期存款存戶未於到期日辦理續存手續者·其於逾期(指逾存款到期日)十日以內辦妥轉期續存手續者·得以原到期日為起息日·並依續存日銀行

牌告利率計息;如超過十日者·續存時概以續存日銀行牌告利率自續存日起息續存·至於原到期日至續存前一日之逾期息按實際續存日銀行該外幣之活期存款利率計付·但該存款到期日至實際續存日期間·銀行外幣活期存款牌告利率有調整者·應按調整之牌告利率分段計息。

- (十) 存戶如逾期提款,其逾期天數利息按照存戶實際提款日之銀行外幣活期存款牌告利率折合日息單利計給;但該存款到期日至實際提款日期間,銀行外幣活期存款牌告利率有調整者,應按調整之牌告利率分段計息。如到期日為例假日時,該例假日之利息按約定之外幣定期性存款利率計付。
- The currencies for deposit in foreign exchange, the minimum amount to open an account, minimum amount to accrue interest under this Agreement are subject to adjustment, determination and amendment by the Bank at its own discretion. The Bank shall, nevertheless announce such adjustment, determination and amendment to the public through the website and at its business premises. While the Bank considers it necessary, the Bank may inform the Depositor of such adjustment, determination and amendment in writing or by other means.

本契約項下之外匯存款幣別、最低開戶金額、起息金額等,得由銀行自行調整、訂定及修改,但銀行應於網站公告及營業場所公開揭示。銀行認有必要時,得以書面或其他方式通知存戶。

五、Transactions involves exchanges between different currencies, unless otherwise agreed, the currency shall be converted at the exchange rate announced by the Bank at the time of the transaction.
交易涉及各幣別間轉換時,除另有約定外,其匯率依交易當時銀行掛牌匯率折算之。

#### 六、Special clauses:

- 1) The Depositor confirms he or she has been aware of the potential risks in fluctuation of the exchange rates and discontinuance from the exchange by the issuing countries which may lead to transaction risks or valuation losses. The Depositor shall consider his or her own financial status and tolerance of abovementioned risks, and agree to assume such risks and losses which possibly arise from relevant transactions by himself or herself.
- 2) The Depositor agrees that the Bank may collect, process, utilize and transmit internationally the personal information of the Depositor and trade information of remittance, within the business scope authorized by the competent authority in Taiwan and in accordance with the laws and ordinances concerned in Taiwan and the countries where the transaction banks (banks to release payment, transfer the and remit exchange) are located for the purpose of anti-crime and anti-terrorist.

#### 特別約定條款:

- (一)存戶知悉本存款具有匯率變動及發行國家停止兌換之可能風險·將導致存戶之交易 風險或評價損失·存戶應考量本身財務狀況及承受前述風險之能力並願意自行承受因 進行交易所可能衍生之風險及損失。
- (二)存戶同意銀行於臺灣地區主管機關核定承辦之業務範圍及遵循臺灣地區及通匯行 (解款行、轉匯行、匯款行)所在國防制犯罪及反恐法令之特定目的下,得辦理存戶個 人資料及匯款交易資訊之蒐集、處理、利用或國際傳輸。

# Chapter three • Terms and conditions on comprehensive statement for Natural-Person Depositors

## 第參章、 自然人存戶綜合對帳單約定事項

—. A statement provided by the Bank in accordance with Article 6 of Chapter 1 of the Agreement refers to the comprehensive statement that covers the information of the depositor's all deposit, loan, investment, and insurance accounts with the Bank. However, if the Depositor has already applied for an exemption from receiving statement for deposit services prior to January 1, 2023, the comprehensive statements will not contain information on deposits.

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,惟若存戶已於 2023 年 1 月 1 日前申請存款業務免寄對帳單,則綜合對帳單不會顯示存款對帳資訊。

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 correspondent address left by the depositor.

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 depositor may apply to the Bank to change the delivery method, correspondent address, or email address for the comprehensive statement at any time. If the Depositor makes changes prior to the penultimate business day of a given month, the changes will take effect starting from the following month. However, if the changes are made after the penultimate business day of the month, they will only take effect from the month after the following month.

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,存戶若於該 月倒數第二個營業日前變更,即於次月起生效;若於該月倒數第二個營業日後變更,將於 次次月起始能生效。

The depositor shall confirm that the correspondent address or e-mail address retained is correct, and if any change is needed, the depositor shall immediately apply to the Bank for a change. If the depositor fails to leave a correct 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 comprehensive statement and resulting in any damage, the depositor shall be solely responsible for the damage, and the Bank bears no responsibility for it.

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。

五. When the Bank sends a written statement to the correspondent address provided by the

depositor and the statement is rejected, the Bank may not send such written statements until the depositor updates the correspondent address with the Bank before resuming sending the written statements.

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。

六. 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.

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。

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

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。

- 八. 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:
  - Sudden system or equipment failure or malfunction of a software or hardware supplier.
  - 2) Services suspended due to force majeure factors, such as natural disasters.

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:

- (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。
- (二) 由於天災等不可抗力之因素,致使無法提供服務時。

# [Appendix] [附表]

# ─ `Service Fees Table 各項服務收費標準表

Effective from: 2024/03/21 2024年03月21日生效

Item 項 目	Service Charge(TWD) 收費標準(新臺幣)
Request for Historical Transaction List 列印存款往來明細	Request for the historical transaction list for transactions consolidated into one transaction by bank: Free of charge Period requested within 6 months: Free of charge Period requested beyond the past 6 months: TWD 200 per account  If the number of pages exceeds 10 for each account, an additional TWD6 will be charged for each extra page.  列印濃縮及半年內(含)資料者免收費・列印半年以上資料,每
	帳號收費 200 元。
	若每帳號調閱頁數逾 10 頁‧每增加一頁加收 6 元。
Copy of Historical Transaction Record 調印傳票	For the transaction record of any account within 12M from the application date: TWD 100 per record For the transaction record of any account beyond 1 year from the application date: TWD 200 per record  一、調印一年(含)內資料可限收費100元,一年以上資料可限收費200元。 If documents are kept in the warehouse, transportation fee will be charged besides the above fees; the maximum of transportation fee is TWD1, 000 per request.  二、須至行外倉庫調印資料者,每次按實際交通費與客戶事前協商後洽收,交通費最高不逾1,000元。
Certificate of Account Balance	First copy = TWD 50, additional will be at TWD 20 per copy
存款餘額證明	每次申請第一份收費 50 元·第二份起每份加收 20 元。
Reissuance of Passbook	TWD100 per account
補發存摺	每本 100 元。
Reissuance of Time Deposit Certificate 補發存單	TWD 100 per account 每張存單 100 元。
Seal Changes	TWD100 per request
更換印鑑	每次 100 元。
TD Pledged to the Third Party	TWD 100 per account
存單設定質權予第三人	每筆存單 100 元·
Request for Confirmation 申請會計師函證	For any information within 3M from the application date: TWD $100$ per copy For any information beyond 3M from the application date: TWD $150$ per copy 申請最近三個月內(含)資料:每份 $100$ 元‧超過三個月者:每份 $150$ 元。

# 二、Service Charges for Foreign Exchange Business 國外匯兌之收費標準

Effective from:2024/03/21 2024年03月21日生效

	es of Business 務項目	Detail for Service Charges 收費標準
I. Outward	i. Telegraphic	A. Handling Charge: Calculated at 0.05% of each transaction
Remittance	Transfer, Mail	Minimum NT\$120 Maximum NT\$800
匯出匯款	Transfer	匯款手續費:每筆按 0.05%計收 最低 NT\$120 最高 NT\$800
	電匯、信匯	B. Cable Fee: NT\$300 for each cable
		郵 電 費:每通電文 NT\$300
	ii. Demand Draft	A. Handling Charge: Calculated at 0.05% of each transaction
	票匯	Minimum NT\$200 Maximum NT\$800
		匯款手續費: 每筆按 0.05%計收 最低 NT\$200 最高 NT\$800
		B. Cable Fee: NT\$300 for each cable
		郵 電 費:每通電文 NT\$300
II. Inward	Telegraphic	A. Handling Charge: Calculated at 0.05% of each transaction
Remittance	Transfer,	Minimum NT\$200 Maximum NT\$800
匯入匯款	Mail Transfer,	匯款手續費:每筆按 0.05%計收 最低 NT\$200 最高 NT\$800
	Demand Draft	B. Beneficiary is depositor at our bank, and other domestic peer
	電匯、信匯、票匯	processes payment of inward remittance: NT\$200 for each case
		國內同業解付,受款人為本行客戶案件:每筆 NT\$200

Categories 業務	of Business 項目	Detail	l for Service Charges 收費標準
III. Clean Bill	1	A. Handling Charge: Calc	ulated at 0.05% of each clean bill
Purchase	clean bill	Minimum NT\$200 Ma	aximum NT\$800
買入光票	一般外幣票據	匯費: 每張按 0.05%計收	最低 NT\$200 最高 NT\$800
		B. Discount Interest: Minir	mum NT\$300
		買匯息:(最低收 NT\$300)	
		USD	14 天(Days)
		EUR · AUD · HKD	30 天(Days)
		CAD	45 天(Days)
		If the period for rec	overy is longer than above mentioned
		period, discount into	erest will be charged according to actual
		period of recovery.	
		For other currencie	s, discount interest will be determined by
		actual payment situ	ation.
		其他幣別則視各該幣	格別之付款情形計算買匯息天數。
		但回收天數較長者	· 得補收差額 。
		C. Cable Fee 郵電費:	
		(a) Payer of USD clear	n bill is within America: NT\$300 for
		each clean bill.	
		美國地區付款之美金	票據:每張 NT\$300
		(b) Payer of USD clear	n bill is not within America/Other
		foreign currency cle	ean bill: NT\$400 for each clean bill .
		(If clean bill is dispa	atched by international courier,
		courier fee will be o	harged)
		美國地區以外之美金	票據及雜幣票據:每張 NT\$400(如
		以國際快遞寄件時按	國際快遞價格計收)。
		D.Fee of overseas bank: I	t depends on the service charges of
		overseas bank.	
		國外銀行費用:按實際成本	<b>卜</b> 計收。

Categories of Business 業務項目	Detail for Service Charges 收費標準	
ii. Purchase for	A. Traveler's check sold by our bank	
Traveler's check	本行售出之旅行支票	
issued by American	(a) Handling Charge: Free of charge	
Express	匯費:免收。	
美國運通公司所	(b) Discount Interest: 14 Days, If the period for recovery is	s
發行之旅行支票	longer than foregoing period, discount interest will be	
買入	charged according to actual period of recovery.	
	(Minimum NT\$100)	
	買匯息:14天,但回收天數較長者,得補收差額。	
	(最低收 NT\$100)	
	(c) Cable Fee: NT\$50 for each traveler's check /	
	Minimum NT\$100 for each case	
	郵電費:每張 NT\$50 / 每件最低收 NT\$100。	
	(d) Fee of overseas bank: It depends on the service char	ges
	of overseas bank.	
	國外銀行費用:按實際成本計收。	
	B. Traveler's check not sold by our bank	
	非本行售出之旅行支票	
	(a) Handling Charge: NT\$200 for each case	
	匯費:每件 NT\$200。	
	(b) Discount Interest: Minimum NT\$100	
	買匯息:(最低收 NT\$100)	
	USD 14 天(Days)	
	EUR、JPY、AUD、NZD 30 天(Days)	
	GBP、CAD 45 天(Days)	
	If the period for recovery is longer than above menti	oned
	period, discount interest will be charged according to	o actual
	period of recovery.	
	但回收天數較長者,得補收差額。	
	(c) Cable Fee: NT\$100 for each traveler's check	
	郵電費:每張 NT\$100。	
	(d) Fee of overseas bank: It depends on the service char	ges
	of overseas bank.	
	國外銀行費用:按實際成本計收。	

	s of Business 項目	Detail for Service Charges 收費標準
IV. Clean Bill	i. Foreign currency	A. Handling Charge: Calculated at 0.05% of each clean bill,
Collection	clean bill	Minimum NT\$200 Maximum NT\$800
光票託收	一般外幣票據	匯費:每張按 0.05%計收 最低 NT\$200 最高 NT\$800
		B. Discount Interest: Free of charge
		買匯息:免收。
		C. Cable Fee 郵電費:
		(a) Payer of USD clean bill is within America/ Payer of foreign
		currency clean bill is domestic peers: NT\$300 for each clean
		bill.
		美國地區付款之美金票據/本國境內同業為付款行之外
		幣支票:每張 NT\$300。
		(b) Payer of USD clean bill is not within America/Other foreign
		currency clean bill: NT\$400 for each clean bill.
		(If clean bill is dispatched by international courier,
		courier fee will be charged.)
		美國地區以外之美金票據及雜幣票據:每張 NT\$400 (如以國
		際快遞寄件時按國際快遞價格計收)。
		D. Fee of overseas bank: It depends on the service charges of
		overseas bank.
		國外銀行費用:由國外銀行依其收費標準逕自票款扣除。

Categories of Business 業務項目	Detail for Service Charges 收費標準
ii. Collection for	A. Traveler's check sold by our bank.
Traveler's check	  本行售出之旅行支票
issued by	(a) Handling Charge: Free of charge
American Express	
美國運通公司所發	(b) Discount Interest: Free
   行之旅行支票託收	   買匯息:免收。
	(c) Cable Fee: NT\$50 for each traveler's check /
	Minimum NT\$100 for each case
	郵電費:每張 NT\$50 / 每件最低收 NT\$100。
	(d) Fee of overseas bank: It depends on the service charges of
	overseas bank.
	國外銀行費用:由國外銀行依其收費標準逕自票款扣
	除。
	B. Traveler's check not sold by our bank
	非本行售出之旅行支票
	(a) Handling Charge: NT\$200 for each case
	匯費:每件 NT\$200。
	(b) Discount Interest: Free of charge
	買匯息:免收。
	(c) Cable Fee: NT\$100 for each traveler's check
	郵電費:每張 NT\$100。
	(d) Fee of overseas bank: It depends on the service charges of
	overseas bank.
	國外銀行費用:由國外銀行依其收費標準逕自票款扣
	除。
iii. Collection for	A. Handling Charge: NT\$300 for each case
Traveler's check not	匯費: 每件 NT\$300
issued by American	B. Discount Interest: Free of charge
Express	買匯息:免收
非美國運通公司所	C. Cable Fee: NT\$100 for each traveler's check
發行之旅行支票託	郵電費:每張 NT\$100
收	D. Fee of overseas bank: It depends on the service charges of
	overseas bank.
	國外銀行費用:由國外銀行依其收費標準逕自票款扣除。
	Notes: Only the resale of "Non-American Express Traveler's
	Checks" sold by our bank is applicable.
	註:僅受理本行售出之「非美國運通公司旅行支票」回售

Categories 業務	of Business 項目	Detail for Service Charges 收費標準
V. Others	i. Foreign currency	Half of Handling Charge and cable fee.
其他	remittance between	匯款手續費及郵電費均減半。
	domestic branches	
	of Mega Bank(OBU	
	is included)	
	國內聯行間(含	
	OBU)外幣匯款	
	ii. Transfer foreign	Miscellaneous Handling Charge: : NT\$100 for each transfer.
	currency to other	雜項手續費每筆 NT\$100。
	account within	
	Mega Bank	
	轉帳予他人	
	iii. Repayment for	Free of charge.
	loan	不收費。
	轉償還貸款	
	iv. Each kind of	A. Application of re-remitting money/Rejection of remittance for
	inquiry,rejection of	telegraphic transfer,mail transfer and demand draft:
	remittance and	電、信及票匯改匯/退匯:
	application of re-	(a) Miscellaneous Handling Charge: NT\$200 for each
	remitting money	transaction.
	各種查詢、退匯、	雜項手續費:每筆 NT\$200
	改匯等申請案件	(b) Cable Fee: NT\$300 for each cable
		郵電費:每通電文 NT\$300
		B. Inquiry: Applying for inquiry due to non-receipt of fund for
		telegraphic transfer or mail transfer, the cable fee is NT\$300
		for each cable, in addition, the service charges of
		overseas bank will be collected additionally. If the
		remittance problem is caused by our bank, the above
		mentioned charge is free.
		查詢:電、信匯案件因收款人未收到匯款・申請查詢者・酌收郵電
		費每通電文 NT\$300·倘國外同業另有計收費用·則另行加計·惟
		匯款問題可歸責於本行時‧則免收費用。

Categories of Business 業務項目	Detail for Service Charges 收費標準			
v. Report lost of	A. Miscellaneous Handling Charge: NT\$100 for each transaction.			
draft(cheque)	雜項手續費:每筆 NT\$100。			
匯票之掛失止付	B. Cable Fee: NT\$300 for each cable			
[ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]	郵電費:每通電文 NT\$300。			
	•			
	C. Fee of overseas bank: It depends on the service charges of			
	overseas bank			
	國外銀行費用:依國外銀行實際收取之費用計收。			
vi. Applying for the	A. Copy of the exchange memo within 1 year, if the pages≦			
exchange memo	10,NT\$50 for each copy. If the number of pages exceeds			
申請國外匯兌水單/交	10, an additional NT\$5 will be charged for each extra page for			
易憑證	each copy.			
	列印最近一年內(含)水單/交易憑證·頁數≦10 頁者·			
	每份 50 元·頁數>10 頁者·每增加1 頁加收5 元。			
	B. Copy of the exchange memo more than 1 year, if the pages≦			
	10,NT\$100 for each copy. If the number of pages			
	exceeds 10, an additional NT\$5 will be charged for each			
	extra page for each copy.			
	列印逾一年水單/交易憑證・頁數≦10 頁者・每份 100 元・頁			
	數>10 頁者·每增加 1 頁加收 5 元。			
vii. Copy of foreign	The charge is in according with the Tariff of Deposit Service- Copy			
exchange business	of Historical Transaction Record.			
application form	比照本行存款業務收費標準-調印傳票計收費用。			
調閱影印國外匯兌業				
務申請書				

#### Notes 註:

I. Collection of traveler's check not issued by American Express: The claiming procedure is much more complicated, the overseas bank charge is higher, and the period of recovery is also longer. In certain situations, bank can not even claim for reimbursement from issuing institution. Thus, our bank have the right to conduct by collection, moreover, we have the right to reject application according to actual condition of these kinds of traveler's check.

非美國運通公司發行之旅行支票託收:因該類旅行支票其求償程序複雜、國外費用較高、 回收天數較長,甚至無法經由銀行向發行公司請求兌付,因此本行有權依該等旅行支票之 實際狀況判斷採託收方式辦理,或拒絕受理。

II. With The Bank's business adjustment, we are not accepting the purchase/collection of clean bills for GBP \ JPY and NZD.

因應本行業務調整,停止受理買入/託收英鎊、日圓及紐西蘭幣之一般外幣票據。

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#### 兆豐國際商業銀行告知書附表

Attached list of Notification for Collection, Processing and Use of Personal Data by Mega International Commercial Bank

Attached 11st of notification for confection, frocessing and use of reisonal para by nega international commercial bails						2022. 09	
業務類別 Type of business	特定目的說明 Description of specific purposes 業務特定目的及代號 Specific purpose and code	共通特定目的及代號 Common purpose and code	蒐集之個人資料類別 Categories of personal data collection	個人資料利用之期間 Time Period of using personal data	個人資料利用之地區 Territory of using personal data	個人資料利用之對象 Recipients of using personal data	個人資料利用之方式 Methods of using personal data
	036存款契匯故業務 067作用キ・現金卡、轉帳卡或電子票證業務 067作用キ・現金卡、轉帳卡或電子票證業務 067Credit card, cash card, debit card or electronic value- stored card business 082倍並少臭存転少存借作業総合管理 0820peration of integrated management among the borrowing households with depositors saved business 112票線交換業務	collection and processing information in accordance with laws and needs for financial supervision 060全融爭議查理 060 Financial dispute resolution 061金融監督管理與檢查 061 Financial supervision, administration and inspection 063非公務機關依法定義務所 進行個人資料之蒐集處理 及利用	application or contract depend on the actual personal data collection from relevant business, account activities and services of Bank's customers and provided by Bank's	<ul> <li>特定目的存積期間。</li> <li>依相關法令所定(例如商業會計法等及图執行業務所必須之保存期間或依個別契約裁資料企業存析定之保存年限。(以期限最長者為率)</li> <li>Within time period of specific purpose.</li> <li>The retention period agreed in the data retention period required by laws and regulations (e.g. Business Entity Accounting Act), or the retention period in accordance with its business needs or respective contracts (the longer period to be</li> </ul>	右達「個人資料利用之對象」關値所列之 利用對象其國內及國外所在地 Any jurisdictions where the entities described in the right column "Recipients of using personal data" are located.	一、本行及本行海外分支 機構含受本行海外分支 機構含受本行海外委託 處理事務之委外機構) 二、依法令規定利用之機 有。依法令規定利用之機 司或所屬金融控股 司或所屬金融控股 司或所屬金融控股 可以上、 與關理中心、財働 實訊股份經機構 中心、財國理中心、財金 資訊股份經機構 有工學 有工學 有工學 有工學 有工學 有工學 有工學 有工學 有工學 有工學	符合個人資料保護和關法令以自動化機器或 其他非自動化之利用方式。 The personal data will be used through automatic machine or non-automatic methods in compliance with the relevant personal data protection laws and regulations.
二、授信業務 2. Credit and lending	106 任任 business 111 票券業務 111 Bills business 126債權整贴現及收買業務 126 Claims the whole discounting and trading business 154徵信 154 Reference 181 其他起營合於營業登记項目或組織章程所定之業務 181 Other business operation in accordance with the business registration project or organization Prospectus	909 Consumer, Customer Management and Service 1931消費者係箋 1931 Consumer Protection 1988商業與技術資訊 1938 Business and Technical Information 104機務存理系情權交易業務 104 Account management and debt trading business 116場所建地安全管理 116場所建地安全管理 116場所建地安全管理 116場所建地安全管理 136階(通過)知典資料管理 136階(可能)和 1950 Information (Communication) and database Management 137貨速金全與管理 137 Information and Communication	姓名、身分驱統一編號/護照號碼、性別、出生年月 国、通訊方式及其他详知相關業務申請書或契約書之 内容、並以本行與零户往來之組制養務、特人或服務 及自客戶或第三人處(例如:財團法人金融聯合徵信 中心)的實際蒐集之個人資材為單。 Name, ID card number/passport number, gender, date of birth, contact information and like other contents of the relevant business application or contract depend on the actual personal data collection from relevant business, account activities and services of Bank's customers and provided by Bank's customers or third person(e.g. Joint Credit Information Center).	appl ied).		監理機關  本 客戶所同意之對象 ( 例如本行共同行銷或 支互運用家戶質對之 之司。與本行合作推 廣業務之公司。外國 政府或引法機關等)  1. The Bank and overseas branches (including the service provider engaged with the Bank).  2. The institution using the information in compliance with regulations (e.g. the parent company of the Bank or Mega Financial Holding Company the Bank belonging to).  3. The institutions in relation to relevant business (e.g. correspondent banks, Joint Credit Information Center, National Credit Card Center of R.O.C., Taiwan Clearing House, Financial Information Service Co., Ltd., credit guarantee	
三、信用卡業務 3. Credit card	UDI CREDIT CARD, CASH CARD, DEDIT CARD OF ELECTRONIC VALUE— Stored card business DR2借款戶盘在款戶在借作業經令管理	Security and Management 148阿珍爾特及其他電子商務服務 148 Internet shopping and other electronic commerce services 157調查 統計與研究分析 157 Investigation, statistics and research analysis 177其他全融管理業務 177 Other financial administrative business 182其他認為與觸問服務 182 Other Consulting and Consultant Services	姓名、身分證統一編號/護照號碼、性別、出生年月 日、連訊方式及其他評如相關素都中請書或契約書之 丹容、並以本行與客户往來之相關素都、帳戶或服務 及自客戶或第三人處(例如:以間法人金融聯合徵信 中心)所實際蒐集之個人資料為事。 Name, ID card number/passport number, gender, date of birth, contact information and like other contents of the relevant business application or contract depend on the actual personal data collection from relevant business, account activities and services of Bank's customers and provided by Bank's customers or third person(e.g. Joint Credit Information Center).			institutions, credit card international organizations, credit card acquirers and engaged stores).  4. Legally investigation authority or financial supervisory authority.  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 or foreign governments and judicial agencies).	

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	特定目的説明 Description of specific purposes			個人資料利用之期間		個人資料利用之對象	
業務類別	業務特定目的及代號	共通特定目的及代號	蒐集之個人資料類別 Categories of personal data collection	Time Period of using personal	個人資料利用之地區 Territory of using personal data	Recipients of using personal	個人資料利用之方式 Methods of using personal data
Type of business	Specific purpose and code						
Type of business  123、外匯業務 4. Foreign exchange	Specific purpose and code  022外區業務 022 Foreign Exchange Business 036 存款典區數業務 036 Peposit and remitting 082 個數分數數數數數數數數數數數數數數數數數數數數數數數數數數數數數數數數數數數	Common purpose and code  0401中納 040 Marketing 059金融服务素化法令规定及 金融监理条要、所為之蒐 集處理某利明 059 Financial service industry's collection and processing information in accordance with laws and needs for financial supervision 060金融量等速度理 060 Financial dispute resolution 061金融量等更異檢查 061 Financial supervision, administration and inspection 063非公務機關依定義務所 這行個人資料之萬暴度理 及利用 063 Non-government agency collect or process personal data under legal obligations 069契约:据仅多数的类类化法	故名、身分證統一編就/護照號碼、性別、出生年月 日、通訊方式及其他計和相關業務申請書或契約書之 內容、並以本行與客戶往來之相關業務。帳戶次服務 及自客戶或第三人處(例如:則曆法人金融聯合版信 中心)所實際蒐集之個、資料為單。 Name. ID card number/passport number, gender, date of birth, contact information and like other contents of the relevant business application or contract depend on the actual personal data collection from relevant business, account activities and services of Bank's customers and provided by Bank's customers or third person(e.g. Joint Credit Information Center).	<ol><li>The retention period agreed in the data retention period</li></ol>	lerritory of using personal data 古達「個人資料利用之對象」網位所列之 材別對象其國內及國外所在地 Any jurisdictions where the entities described in the right column "Recipients of using personal data" are located.	(Anta )  本行及本行海外分支 機構合受本行海外分支 機構合受本行委託  處理事務之委外機構 )  本條係合受本行委託  。處理事務之委外機構 )  中心共發之利用专公  司多外  高級性股公  司等等  在	Methods of using personal data 符合個人資料保護和關法令以自動化機器或 其他非自動化之利用方式。 The personal data will be used through automatic machine or non-automatic methods in compliance with the relevant personal data protection laws and regulations.
五、有價線券業務 5. Negotiable securities	082 Operation of integrated management among the borrowing households with depositors saved business 0884 6 算長校信業務 088 Lending and trust business 106校信業務 106 Credit business 154校信 154 Reference 181其 化総管合か營業登记項目 或組織章程所定之業務 181 Other business operation in accordance with the business registration project or organization Prospectus	legal relation matters 090汤黄金、安户管理典服務 090 Consumer, Customer Management and Service 091 Consumer Protection 098高業與技術資訊 098 Business and Technical Information 104帳務管理集情權交易業務 104 Account management and debt trading business	date of birth, contact information and like other contents of the relevant business application or contract depend on the actual personal data collection from relevant business, account activities and services of Bank's customers and provided by Bank's customers or third person(e.g. Joint Credit Information Center).			原業務之公司、外國 政府表司法機關等) 1. The Bank and overseas branches (including the service provider engaged with the Bank). 2. The institution using the information in compliance with regulations (e.g. the parent company of the Bank or Mega Financial Holding Compeny the Bank belonging to). 3. The institutions in relation to relevant business (e.g.	
六、財富管理業務 6. Wealth management	001人身保險 001 Life and Health Insurance 022外匯業務 022 Foreign Exchange Business 036存款與匯款業務 036 Deposit and remitting 044投資管理 044 Investment management 055保險健及、代理、公證業務 065 Insurance managing, agency and notary business 068估能業務 068 Trust business 082借款户與存款户得借作業総合管理 082 Operation of integrated management among the borrowing households with depositors saved business 16億證券、期貨、證券投資信託免額何相關業務 166 Securities, futures, securities investment trusts and consultants related business 094財產管理 094 Property management 181其免經營合於營業登已項目炎組赎棄程所定之業務 181 Other business operation in accordance with the business registration project or organization Prospectus	177 Other financial administrative business	· 報名、身分號統一編就"護照號碼、性別、出生年月 日、遠間亦式及其代許华和關業務中請案或製約書之 內容、並以本行與客戶往來之相關業務、帳戶或服務 及自客戶或第三人處(例如:別曆法人全驗聯合股行 中心)所實際基準個《資料為專。 Name. ID card number/passport number, gender, date of birth, contact information and like other contents of the relevant business application or contract depend on the actual personal data collection from relevant business, account activities and services of Bank's customers and provided by Bank's customers or third person(e.g. Joint Credit Information Center).			correspondent banks, Joint Credit Information Center. National Gredit Card Center of R.O.C., Taiwan Clearing House Financial Information Service Co., Ltd., credit guarantee institutions, credit card international organizations, credit card acquirers and engaged stores).  4. Legally investigation authority or financial supervisory authority. 5. Parties agreed by you (e.g. entities for joint marketing on utual use of customers' data or entities working with the Bank for cooperative promotion and for soliciting business of foreign governments and judicial agencies).	
央主管機關核准辦理之其他有關 業務 (例如:保管箱業務、黃金 存摺業務、電子金融業務、代理	022 Foreign Exchange Business 036存款與匯款業務		· 林名、身分證統一編號/護照號碼。性別、出生年月 日、連試方式及其他群和相關實務申请書或契約書之 月客。並以本行與字的社及土相關業務。使为或服務 及自家户或第三人處(例如:時間法人全融聯合徵信 中心)所實際蒐集之個人資料為率。 Name. ID card number/passport number, gender, date of birth, contact information and like other contents of the relevant business application or contract depend on the actual personal data collection from relevant business, account activities and services of Bank's customers and provided by Bank's customers or third person(e.g. Joint Credit Information Center).				