

兆豐國際商業銀行國際金融業務分行存款開戶總約定書

修訂條文對照表

第壹章、共同約定事項	
修訂條文	現行條文
<p>一、 略</p> <p><u>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.</u></p> <p><u>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。</u></p>	<p>一、 略</p>
<p>十五、 略</p> <p><u>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</u></p>	<p>十五、 略</p>

<p><u>information provided.</u></p> <p><u>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.</u></p> <p><u>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。</u></p> <p><u>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。</u></p>	
<p>十七、 略</p> <p><u>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:</u></p>	<p>十七、 略</p>

(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

<p><u>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)。</u></p>	
<p>十八、 略</p> <p><u>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.</u></p> <p><u>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</u></p>	<p>十八、 略</p>

<p><u>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。</u></p>	
<p>十九、 <u>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</u></p>	<p>十九、 <u>In the event that the Bank, by its discretion, suspects that the subject deposit account has been allegedly misused or used for unlawful purposes, the Bank may discontinue interbank account transfer through phone voice, or through Internet or payment in other electronic means. Upon the occurrence of a fact mentioned in the preceding paragraph, in the event that the balance shown on the deposit account is below the value equivalent to NT\$1,000, the Bank may have the Agreement terminated forthwith, clear up and revoke the account and transfer the balance into “other payable” and duly handle the balance according to law when the Depositor applies for payment.</u> <u>如經銀行研判本存款帳戶有疑似不法或不當使用之情事，銀行得停止電話語音轉帳、網路轉帳及其他電子支付轉帳之服務。</u> <u>前項情形，如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。</u></p>

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。

<p><u>(二)暫停匯入或匯出款項。</u></p> <p><u>(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。</u></p> <p><u>(四)拒絕存戶建立新的業務往來關係或提供新增服務項目。</u></p> <p><u>(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。</u></p> <p><u>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。</u></p> <p><u>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。</u></p>	
<p><u>二十、</u></p> <p><u>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</u></p>	<p><u>二十、</u></p> <p><u>According to the Money Laundering Control Act, Regulations Governing Anti-Money Laundering of Financial Institutions, and Counter-Terrorism Financing Act, the Bank shall not be liable for any damage or compensation for the Depositor or its related parties for any related measures (including but not limited to regular and/or irregular assessments, investigations, and reports) on the Depositor or its related parties (including but not limited to the Depositor's beneficial owners, senior managers, related parties to the Deposits (e.g. agents, representatives, or authorized individuals), and transaction counterparties) executed within the legally permissible scope under all conditions specified in this Agreement for anti-money laundering or counter-terrorism financing purposes or operations.</u></p> <p><u>The Depositor agrees that the Bank may transmit information on suspected money laundering, economic or trade restrictions/sanctions imposed by any</u></p>

<p><u>reporting.</u></p> <p><u>The Depositor shall cooperate with the Bank in implementing the</u> <u>aforementioned measures and shall</u> <u>provide the most up-to-date and</u> <u>accurate information regarding</u> <u>themselves and their related parties</u> <u>(including but not limited to identity</u> <u>documents, information on beneficial</u> <u>owners, and persons exercising control</u> <u>over the Depositor). The Depositor shall</u> <u>also provide explanations regarding the</u> <u>purpose of account opening, intended</u> <u>use of the account, nature and purpose</u> <u>of transactions, sources and destinations</u> <u>of funds, and other relevant information</u> <u>as requested.</u></p> <p><u>The Depositor agrees that, for specific</u> <u>purposes including fraud prevention,</u> <u>anti-money laundering (AML), contract</u> <u>performance, risk management, and</u> <u>regulatory compliance, the Bank may</u> <u>collect, process, or use the Depositor's</u> <u>personal data, including identity</u> <u>information, account status (including</u> <u>but not limited to flagged accounts,</u> <u>controlled accounts, and account</u> <u>closure information), and matters</u> <u>related to dealings with financial</u> <u>institutions. The Bank may also report</u> <u>or share the aforementioned personal</u> <u>data, through the Financial Information</u> <u>Co., Ltd., with relevant financial</u> <u>institutions and judicial authorities.</u></p> <p><u>The Depositor agrees that the Bank,</u> <u>with the purpose of complying with</u> <u>domestic and foreign laws and</u> <u>regulations related to Anti-Money</u> <u>laundering/ Countering the financing of</u> <u>terrorism (including but not limited to</u></p>	<p><u>country or international organization,</u> <u>special control status under the Bank's</u> <u>management, and Depositors related to</u> <u>the items above and any of their</u> <u>transactions with the Bank, and</u> <u>Depositors and their related parties within</u> <u>the Bank, between the Bank's branch</u> <u>institutions, the Bank's Financial Holding</u> <u>Company, its subsidiary companies, and</u> <u>other recipients based on regulations or</u> <u>approval of the competent authority</u> <u>(hereinafter referred to as the</u> <u>"recipients") for confidential use</u> <u>(including but not limited to for the use</u> <u>of any service or information processing,</u> <u>use, statistics, and risk analysis). The</u> <u>recipients specified above may process,</u> <u>use, transfer, and disclose such</u> <u>information in accordance with requests</u> <u>of laws, regulators or legal proceedings.</u></p> <p><u>The Depositor agrees that the Bank</u> <u>may provide (including cross-border</u> <u>transfer) bank records (including but not</u> <u>limited to product services and</u> <u>transaction records provided by the</u> <u>Bank), accounting books, or other</u> <u>information related to the depositor or the</u> <u>account to the government agencies at</u> <u>home or abroad (including but not limited</u> <u>to judicial, administrative, tax, or other</u> <u>competent authorities) in accordance with</u> <u>domestic or foreign laws or government</u> <u>agencies' judgments (decisions), orders,</u> <u>or requirements for the purpose of</u> <u>complying with domestic or foreign laws</u> <u>and regulations of anti-money laundering</u> <u>or counter-terrorism financing (including</u> <u>but not limited to Anti-Money</u> <u>Laundering Act Section 6308 and</u> <u>domestic or foreign laws and</u> <u>regulations ,treaties, accords, or</u> <u>agreements signed between our country</u> <u>and foreign governments); The Depositor</u> <u>as a juristic person has obtained the</u> <u>consent of its related parties (including</u> <u>but not limited to the depositor's</u></p>
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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 anti-money laundering and counter terrorism financing laws and regulations. Any damage or detriment suffered by the

beneficial owners, senior managers, agents, representatives, and authorized individuals) when opening the deposit account that the Bank may provide the above personnel's personal data to the above government agencies or competent authorities within the scope of the aforementioned purposes.

The Depositor agrees that the Bank may process any of the following conditions involving the Depositor or its related party without notifying the customer to comply with related anti-money laundering and 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:

1) 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, refuse or sever business relationships with the Depositor.

2) 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 business transactions or close the account without 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

<p>Depositor or its related party shall be borne by the Depositor or its related party and the Bank shall not be liable for compensation:</p> <p>1) 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, <u>the Bank may refuse to open an account or may terminate the business relationship.</u></p> <p>2) 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", <u>the Bank may refuse to establish or continue any business relationship and may proceed with account termination without prior notice.</u></p> <p>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</p>	<p>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), <u>the Bank may temporarily suspend transactions, temporarily suspend or terminate business relationships, or take other necessary measures.</u></p>
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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 professional background; 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

根據洗錢防制法、金融機構防制洗錢辦法與資恐防制法等相關法令，銀行為執行防制洗錢及打擊資恐之目的與作業，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（包括但不限於定期及/或不定期之審查、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。

存戶同意銀行得將疑似洗錢、受任何國家或國際組織經濟或貿易限制/制裁、具受銀行控管特殊身分、或與前揭目的相關之存戶及其與銀行從事任何交易之資料、與存戶及存戶關係人有關之資料在銀行、銀行分支機構、銀行所屬之金融控股公司及其所轄之子公司及其他依法令或經主管機關核准之對象（下稱「收受對象」）間傳遞並作為機密使用（包括但不限於有關任何服務之提供及作為資料處理、利用、統計及風險分析之用），前揭各該收受對象依法令或主管機關之要求得處理、利用、移轉及揭露該等資料。

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

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

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，得不予接受或斷絕業務往來關係。

(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，銀行得拒絕業務往來或逕行銷戶。

(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)，銀行得暫時停止交易，或暫時停止或終止業務關係或採行其他必要之措施。

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存戶，得逕為下列之處理，以遵循防制洗錢及打擊資恐等相關法令規範，倘存戶與存戶關係人因此發生損害或承受不利益均由其自行承擔，銀行不負損害賠償責任：

(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) 存戶與存戶關係人係受經濟或貿易限制/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(包括但不限於經審查程序認定存戶提供之文件或存戶之身分有疑義者、經存戶說明後仍認定帳戶或交易異常者、或媒體報導存戶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

<p><u>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：</u></p> <p><u>(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。</u></p> <p><u>(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。</u></p> <p><u>(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。</u></p>	
<p>二十一、 (一)、(二)、(四)、(五)略</p> <p>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.</p>	<p>二十一、 (一)、(二)、(四)、(五)略</p> <p>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.</p>

<p>1. 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;</p> <p><u>2. 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).</u></p> <p><u>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.</u></p> <p>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.</p> <p><u>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.</u></p> <p><u>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.</u></p> <p><u>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</u></p>	<p>1. 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;</p> <p><u>2. Any circumstance under Article 19 of the common terms and conditions in this Agreement apply;</u></p> <p><u>3. Those who have the circumstances under Article 20 of the common terms and conditions in this Agreement apply, where the Bank has to carry out measures to prevent money laundering and combat the financing of terrorism;</u></p> <p>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.</p>
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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.

(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）。

(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. 有本契約共同約定事項第十九條所列情事者。

3. 有本契約共同約定事項第二十條所列銀行須執行有關防制洗錢及打擊資恐措施者；

4. 存戶違反本契約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。

<p>8. <u>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。</u></p>	
<p>二十六、 <u>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.</u></p> <p><u>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。</u></p>	<p>二十六、 <u>The Depositor hereby authorizes the Bank to, within the scope of performing the rights and obligations under this Agreement, collect the “personal information of the Depositor and the responsible person/the representative of company” from the Joint Credit Information Center, Financial Information Service Co., Ltd. and other entities designated by the competent authority. Besides, the aforementioned entities may provide the “personal information of the Depositor and the responsible person /the representative of company” so collected by them to the Bank.</u></p> <p><u>存戶授權銀行於為履行本契約權利義務之目的範圍內，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之機構蒐集存戶及其負責人/代表人之個人資料，且前揭機構亦得提供其所蒐集之存戶及其負責人/代表人個人資料予銀行。</u></p>

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:

1. 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。

第貳章、外匯存款約定事項

修訂條文	現行條文
<p>三、(三)</p> <p>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。</p> <p>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.</p>	<p>三、(三)</p> <p>計息方式:<u>除以2至6天為期別或以週為期別外</u>,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。</p> <p>Method to accrue interest: <u>Except a deposit with a 2-6-day duration or on a weekly basis</u>, 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.</p>
<p>三、(六)</p> <p>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<u>若期別不足一個月,或期別為一個月以上</u>惟實存期間未滿一個月,則不予計息。</p> <p>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</p>	<p>三、(六)</p> <p>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<u>以2至6天為期別或以週為期別者,未到期不計息;以一個月以上為期別者</u>,實存期間未滿一個月亦不予計息。</p> <p>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</p>

<p>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. <u>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.</u></p>	<p>rate for the same period promulgated by the Bank on the date of the deposit. <u>In case of a deposit with a 2- 6-day duration or on a weekly basis, it accrues no interest for the period before maturity; in case of a deposit with a duration of more than one month, interest shall not be calculated for deposit periods of less than one month.</u></p>
<p>[Appendix] [附表] — 、Service Fees Table 各項服務收費標準表</p> <p>Request for Confirmation 申請會計師函證</p> <p>For any information within 3M from the application date: TWD <u>100</u> per copy For any information beyond 3M from the application date: TWD <u>150</u> per copy 申請最近三個月內(含)資料：每份 <u>100</u> 元，超過三個月者：每份 <u>150</u> 元。</p>	<p>[Appendix] [附表] — 、Service Fees Table 各項服務收費標準表</p> <p>Request for Confirmation 申請會計師函證</p> <p>For any information within 3M from the application date: TWD <u>50</u> per copy For any information beyond 3M from the application date: TWD <u>100</u> per copy 申請最近三個月內(含)資料：每份 <u>50</u> 元，超過三個月者：每份 <u>100</u> 元。</p>