本行私人銀行客戶專戶存款開戶總約定書增補條款

及國際金融業務分行私人銀行客戶專戶存款開戶總約定書增補條款修訂公告

茲修訂本行「私人銀行客戶專戶存款開戶總約定書增補條款」 及「國際金融業務分行私人銀行客戶專戶存款開戶總約定書增 補條款」,並自114年7月21日起生效。適用本服務之客戶如有任 何異議,得於修訂生效日前隨時以書面通知本行終止契約,倘 未於修訂生效日前表示異議則視為同意本次修改事項。為保障 您的權益,有關前述修訂內容及新舊條款對照,請撥冗閱讀下 方修訂條文對照表:

本行辦理私人銀行客戶專戶存款開戶總約定書增補條款修訂條文對照表

修訂條文

私人銀行客戶專戶存款開戶總約定書增 補條款

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(以下簡稱銀行)申請開 立私人銀行客戶存款專戶(以下簡稱私人銀行 專戶),並同意遵守「存款開戶總約定書」及 下列各項約定事項:

- 一、已完成私人銀行客戶資格審核之客 戶,始得申請開立私人銀行專戶,該 專戶包括新臺幣與外匯活期存款、新臺 幣定期(儲蓄)存款與外匯定期存款。前述 新台幣活期存款,於自然人存戶為活期儲 蓄存款,於法人存戶則為活期存款。
- 二、私人銀行專戶不掣發紙本存摺,採無摺 存提款方式提供服務, 並由銀行每月以電 子郵件方式寄送對帳單。
- 三、私人銀行專戶自然人及法人存戶辦理無 三、私人銀行專戶自然人及法人存戶辦理無 摺交易不受「存款開戶總約定書」第壹章 第十四條之限制,存戶本人無須在相關取 款憑條或單據之無摺提款親簽處簽名。
- 四、私人銀行專戶不提供聯行代付服務,僅一四、私人銀行專戶不提供聯行代付服務,僅 提供非現金存入之聯行代收服務。

現行條文

私人銀行客戶專戶存款開戶總約定書增 補條款

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(以下簡稱銀行)申請開 立私人銀行客戶存款專戶(以下簡稱私人銀行 專戶),並同意遵守「存款開戶總約定書」及 下列各項約定事項:

- 一、已完成私人銀行客戶資格審核之客 戶,始得申請開立私人銀行專戶,該 專戶包括新臺幣與外匯活期存款、新臺 幣定期(儲蓄)存款與外匯定期存款。前述 新台幣活期存款,於自然人存戶為活期儲 蓄存款,於法人客戶則為活期存款。
- 二、私人銀行專戶不掣發紙本存摺,採無摺 存提款方式提供服務, 並由銀行每月以電 子郵件方式寄送對帳單。
- 摺轉帳他行交易不受「存款開戶總約定 書」第壹章第十五條第(四)款之限制。
- 提供非現金存入之聯行代收服務。

- 五、私人銀行專戶不得申辦除查詢類交易功 能及線上確認委託交易以外之自動化服 務(包括但不限於電話銀行、網路銀行、 行動銀行及全球金融網等業務)項目。
- 六、私人銀行專戶不提供下列各項服務及交 │ 六、私人銀行專戶不提供下列各項服務及交
 - (一)現金存提款交易及金融卡服務。
 - (二)票據及光票託收。
 - (三)代繳公用事業費用及稅款交易。
 - (四)除存戶向銀行購買理財商品、辦理本 行貸款之授權扣款交易或透過兆豐 證券投資平台購買理財商品以外之 授權扣款交易(如信用卡款)。
- 交易僅得申請無存單定存,且該定存利息 限匯入私人銀行專戶活期存款類別項下。
- 八、存於私人銀行專戶之存款僅得做為私人 八、存於私人銀行專戶之存款僅得做為私人 銀行授信之擔保品。
- 九、私人銀行專戶不得辦理定存質借。
- 十、存戶所營事業涉及或任職於下列事業之 一者,銀行得拒絕業務往來:
 - (一)網路借貸平臺業務事業
 - (二)虚擬資產服務之事業
 - (三)第三方支付服務業

存戶與銀行建立業務往來關係後,經銀行 發現所營事業涉及或任職於前項事業 者,銀行得拒絕或暫時停止「存款開戶總 約定書 及本增補條款所載之各項交易或 服務,或於通知存戶後終止業務往來關 係。

倘存戶因銀行拒絕或終止業務往來或暫

- 五、私人銀行專戶不得申辦除查詢類交易功 能及線上確認委託交易以外之自動化服 務(包括但不限於電話銀行、網路銀行、 行動銀行及全球金融網等業務)項目。
- 易:
 - (一)現金存提款交易及金融卡服務。
 - (二)票據及光票託收。
 - (三)代繳公用事業費用及稅款交易。
 - (四)除私人銀行客戶向銀行購買理財商 品、辦理本行貸款之授權扣款交易或 透過兆豐證券投資平台購買理財商 品以外之授權扣款交易(如信用卡 款)。
- 七、私人銀行專戶辦理活期存款轉定期存款 七、私人銀行專戶辦理活期存款轉定期存款 交易僅得申請無存單定存,且該定存利息 限匯入私人銀行專戶活期存款類別項下。
 - 銀行授信之擔保品。
 - 九、私人銀行專戶不得辦理定存質借。

時停止各項交易或服務致受有任何損 害、損失或不利益,均由存戶自行承擔, 銀行不負損害賠償之責。

存戶倘涉有第一項之情事,應隨時主動告 知銀行及配合銀行要求告知並提供相關 資料,倘因存戶未告知或隱匿上開情事 (包括但不限於拒絕配合提供相關資料 等)致銀行未能遵循相關規範而受有任何 損害、損失或不利益者(包括但不限於未 能遵循相關法令致遭主管機關裁罰或受 有商譽損失等),銀行可對存戶請求損害 賠償。

- 存款及外幣活期存款開戶時,無存入最低 金額之限制。
- 十二、 本增補條款為「存款開戶總約定書」 十一、 本增補條款為「存款開戶總約定書」 之一部分,效力與「存款開戶總約定書」 同,倘有與「存款開戶總約定書」牴觸者, 本增補條款之約定事項應優先適用。
- 存戶與銀行簽立之「存款開戶總約定 書」之各項約定條款、另行約定之相 關契約及相關法令辦理。

- 十一、 私人銀行專戶之新臺幣活期(儲蓄) 十、私人銀行專戶之新臺幣活期(儲蓄)存款 及外幣活期存款開戶時,無存入最低金額 之限制。
 - 之一部分,效力與「存款開戶總約定書」 同,倘有與「存款開戶總約定書」牴觸者, 本增補條款之約定事項應優先適用。
- 十三、 本增補條款如有未盡事宜,悉依 十二、 本增補條款如有未盡事宜,悉依 存戶與銀行簽立之「存款開戶總約定 書」之各項約定條款、另行約定之相 關契約及相關法令辦理。

修訂條文

Supplementary Terms <u>and Conditions</u>
for the Private Banking <u>Customer</u>
Deposit Account Opening Agreement of
the Offshore Banking Branch
國際金融業務分行私人銀行客戶專戶存
款開戶總約定書增補條款

The party to this Agreement (hereinafter referred to as the "Depositor") hereby applies to open a Private Banking Customer Account (hereinafter referred to as the "Private Banking Account") with the Offshore Banking Branch of Mega International Commercial Bank Co., Ltd. (hereinafter referred to as the "Bank") and agrees to comply with the Offshore Banking Branch General Agreement on Opening a Deposit Account as well as the following terms and conditions:

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)申請開立私人銀行客戶專戶(以下簡稱私人銀行專戶),並同意遵守「國際金融業務分行存款開戶總約定書」及下列各項約定事項:

— Customers who have passed the Bank's qualification review for private banking clients may apply to open a Private Banking Account, which shall be limited to foreign currency demand deposits and time deposits.

已完成私人銀行客戶資格審核之客 戶,得申請開立私人銀行專戶,該專 戶類別為外匯活期存款及外匯定期 存款。 現行條文

Supplementary Terms to the General
Agreement for OpeningPrivate Banking
Client Accounts at the Offshore Banking
Branch

國際金融業務分行私人銀行客戶專戶存款開戶總約定書增補條款

The client ("depositor") hereby duly applies to Offshore Banking Branch, Mega International Commercial Bank. Co., Ltd. ("Bank"), for opening a private banking client account ("private banking account") and agrees to abide by the Offshore Banking Branch General Agreement on Opening a Deposit Account as well as the terms and conditions hereunder:

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)申請開立私人銀行客戶專戶(以下簡稱私人銀行專戶),並同意遵守「國際金融業務分行存款開戶總約定書」及下列各項約定事項:

- A client who has completed the private banking client qualification review may apply to open a private banking account. Such an account is for foreign-currency demand deposits and foreign currency time deposits.

已完成私人銀行客戶資格審核之客 戶,得申請開立私人銀行專戶,該專 戶類別為外匯活期存款及外匯定期 存款。 The Private Banking Account shall not be issued a physical passbook.

Transactions shall be conducted on a passbook-free basis, and the Bank shall send account statements via email on a monthly basis.

私人銀行專戶不掣發紙本存摺,採無摺存 提款方式提供服務,並由銀行每月以電子 郵件方式寄送對帳單。

customers, transactions conducted through the passbook-free method for the Private Banking Account shall not be subject to the restrictions under Article 13, Chapter I of the Offshore Banking Branch General Agreement on Opening a Deposit Account. The Depositor's handwritten signature shall not be required on the relevant withdrawal slips or documents.

私人銀行專戶自然人及法人存戶辦理無 摺交易不受「國際金融業務分行存款開戶 總約定書」第壹章第十三條限制,存戶本 人無須在相關取款憑條或單據之無摺提 款親簽處簽名。

The Private Banking Account does not offer inter-branch fund disbursement services. Only inter-branch collection services for non-cash deposits may be provided upon application.

私人銀行專戶不提供聯行代付服務,僅提供申請非現金存入之聯行代收服務。

五、The Private Banking Account does not support automated services other than

— As there is no physical passbook for the private banking account, passbook-free deposit and withdrawal services are provided, while the Bank sends monthly statements by email.

私人銀行專戶不掣發紙本存摺,採無摺存 提款方式提供服務,並由銀行每月以電子 郵件方式寄送對帳單。

E The passbook-free transfer to other banks through an institutional or natural-person private banking account is not subject to the restrictions under Chapter 1, Article 13, subparagraph (4) of the Offshore Banking Branch General Agreement on Opening a Deposit Account.

私人銀行專戶自然人及法人存戶辦理無 摺轉帳他行交易不受「國際金融業務分行 存款開戶總約定書」第壹章第十三條第 (四)款之限制。

四、The interbank payment service is not available to the private banking account, and only interbank collection service for non-cash deposits is provided.

私人銀行專戶不提供聯行代付服務,僅提供申請非現金存入之聯行代收服務。

五、Private banking accounts are not allowed to apply for automated

inquiry <u>functions</u> and online transaction <u>authorization</u> (including but not limited to <u>phone</u> banking, <u>internet</u> banking, mobile banking, and Global eBanking <u>services</u>).

私人銀行專戶不得申辦除查詢類交易功 能及線上確認委託交易以外之自動化服 務(包括但不限於電話 銀行、網路銀行、 行動銀行及全球金融網等業務)項目。

- ∴ The Private Banking Account shall not be used for the following types of fund receipt/ payment transactions:
 - (1)Payment of utility bills and taxes.
 - (2)Collection of bills and clean collections.
 - (3) <u>Authorized</u> debit transactions <u>other</u> than those in which the <u>Depositor</u> purchases financial products from the Bank, <u>handles</u> authorized <u>debits</u> related to loans with the Bank, or <u>purchases financial</u> products through the Mega <u>Securities</u> investment platform (such as credit card <u>payment debits, etc.)</u>.

私人銀行專戶不得從事下列各項資金收付交易:

- (一)代繳公用事業費用及稅款交易。
- (二)票據及光票託收。
- (三)除存戶向本行購買理財商品、辦理本 行貸款之授權扣帳交易或透過兆豐證 券投資平台購買理財商品以外之其他 授權扣帳交易(如扣信用卡款等。
- + · For foreign currency time deposits
 under the Private Banking Account,

services other than the transaction inquiry function and the online agency transaction confirmation service (including but not limited to telephone banking, online banking, mobile banking, and Global eBanking).

私人銀行專戶不得申辦除查詢類交易功 能及線上確認委託交易以外之自動化服 務(包括但不限於電話銀行、網路銀行、 行動銀行及全球金融網等業務)項目。

- Private banking accounts are not allowed to engage in the fund receipt and payment transactions below:
 - (1)Payment of utility fees and taxes.
 - (2)Collection of notes and bills and clean bills.
 - (3)Other authorized debit transactions (such as credit card deductions) except for the purchase of wealth management products from the Bank, authorized debit transactions for loans from the Bank, or purchase of wealth management products through the Mega Securities's investment platform by private banking clients.

私人銀行專戶不得從事下列各項資金收付交易:

- (一)代繳公用事業費用及稅款交易。
- (二)票據及光票託收。
- (三)除私人銀行客戶向本行購買理財商 品、辦理本行貸款之授權扣帳交易或 透過兆豐證券投資平台購買理財商 品以外之其他授權扣帳交易(如扣信 用卡款等。
- + Regarding foreign-currency time deposit transactions, private banking

only certificate-free time deposits may be applied for. Interest generated from such deposits shall be credited exclusively to the foreign currency demand deposit portion of the same Private Banking Account.

私人銀行專戶辦理外匯定期存款交易僅 得申請無存單定存,且該定存利息限匯入 私人銀行專戶外匯活期存款類別項下。

Account may only be used as collateral for credit facilities under the Private

Banking business.

存於私人銀行專戶之存款僅得做為私人 銀行授信之擔保品。

- 九、Time <u>deposit pledges</u> are <u>not permitted</u>
 <u>under the Private Banking Account.</u>
 私人銀行專戶不得辦理定存質借。
- + The Bank may refuse to establish or continue a business relationship with any Depositor whose business involves or who is employed in any of the following industries:
 - (1)Peer-to-peer lending platform operators.
 - (2) Virtual asset service providers.
 - (3) The third party payment.

Should the Bank, after establishing a business relationship, discover that the Depositor operates in or is employed by any of the aforementioned industries, the Bank may refuse or temporarily suspend the services or

account may only apply for a time deposit transaction without a certificate of deposit, and the interest from the deposit may only be remitted to the foreign-currency demand deposit accounts under their private banking accounts.

私人銀行專戶辦理外匯定期存款交易僅得 申請無存單定存,且該定存利息限匯入私 人銀行專戶外匯活期存款類別項下。

存於私人銀行專戶之存款僅得做為私人銀行授信之擔保品。

九、Pledge of Time deposits in a private banking account are prohibited.

私人銀行專戶不得辦理定存質借。

transactions under the Offshore
Banking Branch General Agreement on
Opening a Deposit Account and the
Supplementary Terms and Conditions,
or terminate the business relationship
after notifying the Depositor.

If the Depositor suffers any damage, loss, or disadvantage as a result of the Bank's refusal, suspension, or termination of the business relationship or services, such consequences shall be solely borne by the Depositor. The Bank shall not be liable for any compensation.

If the Depositor is involved in any of the abovementioned situations, they shall proactively notify the Bank and cooperate with the Bank's requests to provide related information. If the Depositor fails to disclose or conceals such information (including but not limited to refusal to cooperate with information requests), resulting in the Bank's failure to comply with applicable regulations and incurring any damage, loss, or disadvantage (including but not limited to regulatory penalties or reputational damage), the Bank may seek compensation from the Depositor.

存戶所營事業涉及或任職於下列事業之 一者,銀行得拒絕業務往來:

- (一) 網路借貸平臺業務事業
- (二) 虛擬資產服務之事業
- (三) 第三方支付服務業

存戶與銀行建立業務往來關係後,經銀行 發現所營事業涉及或任職於前項事業 者,銀行得拒絕或暫時停止「國際金融業 務分行存款開戶總約定書」及本增補條款 所載之各項交易或服務,或於通知存戶後 終止業務往來關係。

倘存戶因銀行拒絕或終止業務往來或暫 時停止各項交易或服務致受有任何損 害、損失或不利益,均由存戶自行承擔, 銀行不負損害賠償之責。

存戶倘涉有第一項之情事,應隨時主動告 知銀行及配合銀行要求告知並提供相關 資料,倘因存戶未告知或隱匿上開情事(包 括但不限於拒絕配合提供相關資料等)致 銀行未能遵循相關規範而受有任何損 害、損失或不利益者(包括但不限於未能遵 循相關法令致遭主管機關裁罰或受有商 譽損失等),銀行可對存戶請求損害賠償。

+- There is no minimum deposit requirement for opening a foreign currency demand deposit under the Private Banking Account.

私人銀行專戶之外幣活期存款開戶時,無存入最低金額之限制。

These Supplementary Terms and
Conditions form an integral part of the
Offshore Banking Branch General
Agreement on Opening a Deposit
Account and shall have the same legal
effect. In the event of any
inconsistency, the provisions of these
Supplementary Terms and Conditions
shall prevail.

本增補條款為「國際金融業務分行存款開 戶總約定書」之一部分,效力與「國際金 融業務分行存款開戶總約定書」同,倘有 與「國際金融業務分行存款開戶總約定 十、There is no restriction on the minimum deposit amount for opening a foreign-currency demand deposit account of a private banking account.

私人銀行專戶之外幣活期存款開戶時,無存入最低金額之限制。

+- The supplementary clauses are a part of the Offshore Banking Branch General Agreement on Opening a Deposit Account and of the same effect as the Offshore Banking Branch General Agreement on Opening a Deposit Account. In the case of a conflict, the agreed matters in the supplementary clauses shall prevail.

本增補條款為「國際金融業務分行存款開 戶總約定書」之一部分,效力與「國際金 融業務分行存款開戶總約定書」同,倘有 與「國際金融業務分行存款開戶總約定書」 書」抵觸者,本增補條款之約定事項應優 先適用。

+= · For matters not covered in these

Supplementary Terms and Conditions,
the relevant provisions of the Offshore
Banking Branch General Agreement on
Opening a Deposit Account, any other
agreements entered into between the
Depositor and the Bank, and applicable
laws and regulations shall apply.

本增補條款如有未盡事宜,悉依存戶與銀 行簽立之「國際金融業務分行存款開戶總 約定書」之各項約定事項、另行約定之 相關契約及相關法令辦理。

+四、These Supplementary Terms and Conditions are written in both Chinese and English versions. In case of any discrepancy or inconsistency between the two versions, the Chinese version shall prevail.

本增補條款以中文、英文二種語言作成, 如中、英文<u>版</u>本間有任何出入或不一致 時,應以中文版本為準。 抵觸者,本增補條款之約定事項應優先適 用。

+=: Any matters unspecified in the supplementary clauses shall be handled in accordance with the Offshore Banking Branch General Agreement on Opening a Deposit Account signed by the depositor and the Bank, other relevant contracts, and applicable laws and regulations.

本增補條款如有未盡事宜,悉依存戶與銀 行簽立之「國際金融業務分行存款開戶總 約定書」之各項約定事項、另行約定之相 關契約及相關法令辦理。

+= `The supplementary clauses are made in both English and Chinese languages. Should there be any discrepancy or inconsistency between two languages, the Chinese version shall prevail.

本增補條款以中文、英文二種語言作成, 如中、英文本間有任何出入或不一致時, 應以中文本為準。