



凱基銀行
KGI BANK

開戶總約定書
(法人戶-彙整版)

Account Opening Master Agreement
(Corporate / Commercial Banking Use Only-Mix)

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凡立約人在凱基商業銀行各營業單位（以下稱「貴行」）開立存款或其他帳戶者，經雙方協議，立約人使用下列任何服務，皆應在各適用範圍內，依照貴行相關規定，並遵守後開條款所規定及應負之一切責任：

In respect of all the deposit accounts or other accounts opened by the Customer with each branches of KGI Bank (hereinafter referred to as the "Bank"), the parties agreed that any of the following services used by the Customer shall, to the applicable extent, follow the respective terms and conditions set forth by the Bank, and the Customer shall comply with any provisions and perform obligations contained in the following clauses:

壹、一般約定條款

I. General Terms and Conditions

除了各約定條款內另有約定者外，從其約定，在本約定書下之各項服務約定條款及嗣後新增之任何服務約定條款皆適用以下所列之一般約定條款。

The following general terms and conditions shall apply to each service under this Agreement and any additional service unless otherwise provided under the respective provisions.

立約人同意簽署本約定書後，其先前與貴行簽署之開戶總約定書應即失效，立約人已向貴行申請開立之各項帳務及服務，均應適用本約定書之約定條款。嗣後立約人若再開立本存款或其他帳戶以外之帳戶時，均願遵守本約定書所規定之條款，不再另簽約定書。

The Customer agrees that, upon signing this Agreement, any prior 'Account Opening Master Agreements' signed between the Customer and the Bank shall become invalid immediately. Any and all existing accounts and services to the Bank by the Customer shall be governed by the terms and conditions of this Agreement. If the Customer afterward applies to open another account and services, the Customer agrees and acknowledges that the terms and conditions of this Agreement shall be applied without having to sign another Agreement.

一、開戶條件及方式

立約人開立各項帳戶時，公司、行號、團體等，應以立案之法定名稱全銜，並填明負責人姓名。嗣後留存於貴行之資料遇有更正時，應以書面簽蓋原留印鑑或經貴行認同方式通知貴行，如企業名稱或負責人變更，而未依前述約定辦理時，於貴行發現該項情事並通知立約人辦理變更手續，逾一個月未辦理者，貴行得終止本消費寄託契約並逕行結清存款帳戶，存款餘額則係依法得領取者領取時，始為支付。

1. Condition and method for opening account

The Customer open each account. If the Customer is a company, corporation or association, the Customer shall use the legal registered name and fill out the name of representative. If the data maintained in the Bank have been changed, it is required to notify the Bank by affixing the original specimen seal filed with the Bank on the written notice or by the methods otherwise agreed by the Bank. If there is any change to the registered name or representative of the Customer without complying with the above requirements and the Customer does not proceed with the required procedures within one month from Bank's notification, the Bank may terminate this Agreement and close the deposit account(s). The balance of the deposit(s) may be paid until the legal receiver tends to withdraw the balance

二、印鑑

立約人於簽署本約定書並首次開立新臺幣/外匯存款帳戶所留存之往來印鑑，適用各項存款帳戶、信託、保管箱或其他帳戶；如另有約定留存者，從其約定。立約人在貴行各項存款所簽蓋有關之書件或取款憑證所簽蓋印鑑，貴行如已盡善良管理人之注意義務辨別核對，認為與立約人原留印鑑相符而處理或支付之後，如有因印鑑、書件之遺失、盜用、詐欺、偽造、變造或塗改等情事而發生之損失，概與貴行無涉。

立約人辦理印鑑更換、印鑑掛失止付兼更換、更換戶名（含立約人/承租人之代表人）印鑑時，新印鑑啓用之當日仍有用舊印鑑與貴行往來，**在貴行未收到約定書前已予付款、交付、開箱或准為某種行為者，貴行不負任何責任。但立約人前於貴行以舊印鑑所定各種契約及擔保仍屬有效。**

2. Seal

Customer's specimen seal filed with the Bank upon execution of this Agreement and upon first opening New Taiwan Dollar/foreign currency deposit account may apply to each deposit account, trust, safe deposit box or other account unless otherwise agreed by both parties. As to the seal affixed on each deposit account opened in the Bank or on the withdrawal certificate, if the Bank, based upon the care of good administrator, distinguishes, verify the seal and holds that the affixed seal is in compliance with the original specimen seal filed with the Bank and conduct or proceed the payment, the Bank shall not be responsible for the loss arising from disappear, steal, fraud, forgery, counterfeit or alteration to the seal or documentation.

If the Customer changes the seal, changes the seal when reporting the loss, or changes the seal of account (including the representative of Customer/lessee), for those transactions made with the Bank through old seal prior to Bank's receipt and completion of relevant application on the new seal effective date, **the Bank shall not be responsible for the payment, delivery,**

opening the safe deposit box or any approval of those transactions. However, each agreement or guarantee affixed with the old seal by the Customer is still effective.

三、嗣後開新戶

立約人於簽署本約定書並開立各項存款帳戶之日起，除貴行另有特別規定者外，於法令允許之範圍內，得透過電話或電子網路銀行服務開啟尚未往來之各種存款（支票存款除外）及其他帳戶，但以此方式所開啟之帳戶其留存印鑑皆應與該首次開立之各項存款帳戶取款印鑑相同。如有辦理更換或掛失印鑑書面申請，則以新印鑑為憑。

立約人並同意簽署本約定書後，嗣後本人若再開立本存款或其他帳戶以外之帳戶時，均願遵守本約定書所規定之條款，不再另簽約定書。

3. Opening new account afterwards

From the day on which this Agreement is executed and any of the deposit accounts is opened, the Customer, unless otherwise provided by the Bank, may open each deposit account (exclusive of check deposit account) and other account through telephone or internet banking services. However, the seal for opening those account through the above methods shall be the same as that for withdrawal of the first opened deposit account(s). If there is any change to or report of loss for old seal, the new seal shall apply.

The Customer agrees to be subject to the provisions of this Agreement if the Customer afterwards opens the accounts other than this first opened deposit account or any account after executing this Agreement. No further agreement needs to be executed.

四、存匯業務手續費用收費標準

立約人辦理貴行各項臺幣及外幣存匯業務同意貴行所列附錄一之收費標準支付手續費用，嗣後倘有需要，貴行得新增手續費用之收取項目及調整各項手續費用額，但貴行應以顯著方式公開登載於營業場所、貴行網站或書面通知。

4. Fee chart for deposit and remittance handling fee

With respect to deposit and remittance of New Taiwan Dollar and foreign currency, the Customer agrees to pay the handling fee per the appendix I provided by the Bank. If necessary, the Bank may add new items of the handling fee and/or adjust the handling fee amount, however, the Bank shall announce at its business premise by an eye-catching method, publicized on the Bank's website, or through a written notice.

五、收費及扣帳

立約人僅以本約定書之約定為憑，授權貴行無須事先通知而逕自立約人存款帳戶內扣帳抵付立約人應付貴行之各項本金、利息(包括利率、起息金額及計息單位)、延滯利息、手續費、郵電費、承兌費、貼現息、承諾費、退票違約金、註記退票紀錄手續費及其他應付款項等。各項手續費用金額，嗣後倘有需要，貴行得調整之，但貴行應於生效日 60 日前（但調整有利於立約人者不在此限），以顯著方式公開登載於營業場所、貴行網站或書面通知。

5. Charge and deduction

The Customer hereby, subject to the provisions of this Agreement, authorizes the Bank to deduct each principal, interest (including interest rate, minimum interest calculation threshold and unit of interest), default interest, handling fee, post and cable service charge, acceptance fee, discount interest, undertaking fee, bounced check fee, handling fee for recording bounced check and other payment from the deposit account of the Customer without prior notice. Each handling fee may be adjusted by the Bank afterwards if necessary. However, the Bank shall announce the change at its business premise by an eye-catching method and publicized on Bank's website, or through a written notice 60 days prior to the effective date (not applicable if the adjustment is in favor of the Customer).

六、匯款與轉帳

立約人知悉國內跨行匯款之作業系統，係經由財金資訊股份有限公司轉匯至其他行庫，而國外匯款係採用 SWIFT 電匯方式辦理，並授權貴行或貴行之通匯行為解款銀行或轉帳銀行，轉帳過程若發生任何電腦故障、連線中斷或因解款銀行或轉匯銀行及第三人之行為所致之錯誤、疏忽或延遲，致生立約人損失者，除可歸責於貴行之故意或過失之外，貴行不負其責。

6. Remittance and transfer

The Customer acknowledges that the domestic operation system for inter-bank transfer service is through the remittance from Financial Information Service Co., Ltd. (財金資訊股份有限公司) to other banks. Also, the foreign remittance adopts the electronic remittance of SWIFT and the Bank or its correspondent is authorized as the paying bank or transfer bank. The Bank shall not be responsible for the loss of the Customer arising from any computer breakdown, online interruption or mistake, negligence or delay incurred by the paying bank, transfer bank or the third party during the transfer unless there is any intent or negligence attributable to the Bank.

七、最低帳戶餘額及手續費

貴行得就不同客戶別或帳戶分別訂定不同之每月最低日平均餘額，立約人各相關存款之平均餘額未達該最低限額者，各應給付帳戶管理費予貴行，且貴行得逕自存款之各帳戶內直接扣取該等帳戶管理費。貴行得隨時調整存款餘額及帳戶管理費之規定，並將修改內容及生效日期以顯著方式公開揭示於營業場所及登載於貴行網站或書面通知。倘立約人不同意貴行之修改，得隨時終止與貴行之帳戶往來關係及本約定書。

7. Minimum balance of account and handling fee

The Bank may prescribe different monthly minimum average balance based upon different customer type or account

respectively. If Customer's each average balance of relevant deposit does not reach the minimum, the account managing fee shall be paid to the Bank and the Bank is entitled to deduct such account managing fee from each deposit account directly. The Bank may adjust the regulations regarding minimum balance amount and account managing fee from time to time. However, the Bank shall announce the revision and effective date at its business premise by an eye-catching method and publicized on Bank's website, or through a written notice. If the Customer does not agree with the revision, it may terminate the transaction relationship and this Agreement with the Bank at any time.

八、外匯申報

於執行與本約定書下任何交易，而涉及須向中央銀行申報結購、結售外匯者，立約人須依「外匯收支或交易申報辦法」，據實申報並填寫或由貴行在相關法令許可之範圍內，代立約人為各項相關申報手續（就貴行代為申報者，立約人應悉數承認）。

於申報結購、結售外匯時，倘因法令規定之限制或因立約人已用滿相關之外匯結匯額度致不能結匯時，應由立約人自行負責。

倘由貴行代為申報者，貴行得就立約人結匯額度，無主動查詢義務，但倘貴行獲知立約人已超出當時結匯額度，貴行即有權不予執行該相關交易，若已兌換，則貴行得就立約人結匯金額逾限額部份，依貴行認為適當之方式逕行沖回。

8. Report for foreign currency transaction

To execute any transaction under this Agreement, which is required to report the purchase or sale of foreign currency to the Central Bank of the Republic of China, the Customer shall, according to "Regulations Governing the Declaration of Foreign Currency Receipts and Disbursements or Transactions" (外匯收支或交易申報辦法), honestly report and fill out the application to report or have the Bank on behalf of the Customer within the extent permitted by the laws to proceed the report procedure (the Customer shall recognize all the reporting items if the Bank report on behalf of the Customer).

While reporting the purchase or sale of the foreign currency, the Customer shall be solely responsible for the failure to settle the exchange due to the regulatory restriction or the exceeding the ceiling of exchange settlement quota.

If the Bank reports on behalf of the Customer, the Bank is not obliged to check Customer's exchange settlement quota. However, if the Bank is informed that the exchange settlement of the Customer exceeds the ceiling amount, the Bank is entitled not to execute such relevant transaction. If the exchange has been settled, the Bank may write off the part of exceeding of ceiling amount directly by the method deemed appropriate by the Bank.

九、國外匯入

國外匯款指示逕行入帳者，倘匯款電文指示之英文戶名及帳號與立約人開戶留存之資料相符時，貴行得依立約人之指示直接撥入，無須立約人於匯入指示書上簽章確認，該項匯款一經解款存入戶即視為立約人業已取得該筆款項，立約人不得以匯入指示書未經簽章而對貴行有所抗辯。國外匯款逕行指示兌換為新臺幣入帳者，立約人同意其兌換匯率以解款當時貴行牌告各該幣別之買入匯率為準，如有匯率變動損失及任何糾葛，概由立約人自行負責。結匯金額若大於等值新臺幣伍拾萬元（含）者，無論是否申請傳真交易，因涉及外匯收支及交易申報書填寫，立約人仍需至貴行辦理；立約人應繳付之各項費用，授權貴行得自匯入款項中扣取或自立約人於貴行開立之存款帳戶中扣取。

9. Inward Remittance

If the foreign remittance is instructed to directly deposit into Customer's account and English account name and the account number stated on the telegram are consistent with the information of the Customer provided to the Bank when opening the account, the Bank may deposit such remittance into account directly per the Customer's instruction without the Customer's signature confirmation on the written remittance instruction. If such remittance is deposited into Customer's account, the Customer is deemed to receive such amount. The Customer shall not argue against the Bank for the reason that there is no Customer's signature on the written remittance instruction. If the foreign remittance is instructed to be converted to the New Taiwan Dollar and deposited to Customer's account, the Customer agrees that the exchange rate is according to the buying rate of each currency announced by the Bank on the moment of conversion. The Customer shall be fully responsible for any loss arising from the fluctuations of the exchange rate or any disputes thereof. Notwithstanding of the above, if the exchange settlement amount is equivalent to NTD 500,000 or more, regardless of whether the Customer is applying for fax transaction or not, the Customer is required to handle the conversion matters in person at the Bank since the Declaration of Foreign Currency Receipts and Disbursements or Transactions (外匯收支及交易申報書) is required to be filled out by the Customer. As to the fee payable by the Customer in connection with the above, the Customer authorizes the Bank to deduct such fee from the remittance amount or from Customer's deposit account opened with the Bank.

十、立約人資料之使用及委外作業

(一) 貴行得將立約人之各項往來資料提供予擬自貴行受讓資產及負債之人，及對貴行有管轄權之金融、司法主管機關或其他政府機構。

(二) 貴行得將立約人與貴行往來交易業務及作業，委由第三人代為處理，並將立約人之各項往來資料揭露予受貴行委任處理事項之第三人。

(三) 立約人經 貴行依個人資料保護法規定履行告知義務，立約人瞭解並同意 貴行(含受貴行委託處理事務之委外機構)、依法令規定利用之機構(例如：貴行所從屬金融控股公司暨其子公司等)、其他業務相關之機構(例如：通匯行、解匯行、環球銀行金融電信協會(SWIFT)、財團法人金融聯合徵信中心、財團法人聯合信用卡處理中心、臺灣票據交換所、財金資訊股份有限公司、信用保證機構、信用卡國際組織、收單機構暨特約商店等)、依法有權機關或

金融監理機關、立約人所同意之對象(例如 貴行共同行銷或交互運用客戶資料之公司、與 貴行合作推廣業務之公司等)得於附錄二「蒐集、處理及利用個人資料告知書」所列之特定目的或法令許可範圍內，對本人之個人資料為蒐集、處理、利用及國際傳輸；立約人同意貴行得為行銷業務、資訊業務與資料庫管理、資通安全業務與管理、電子商務服務及調查及統計與研究分析等目的，蒐集、處理、利用及國際傳輸立約人之個人資料。

(四)立約人並同意貴行提供各項業務、金融商品或服務的相關訊息，及寄送各項業務之消費、行銷或優惠活動訊息；如立約人拒絕同意，貴行即無法提供前述各項訊息。

10. The usage of the Customer's data and outsourcing

- (1)The Bank may provide each corresponding data of the Customer to the person who tends to acquire the asset and/or liability from the Bank and for financial, judicial competent authority which has jurisdiction over the Bank and other government institute.
- (2)The Bank may outsource third parties to handle the transaction business and operation between the Customer and the Bank, and disclose the relevant transaction information of the Customer to such third parties.
- (3)After the Bank duly performs the obligation to inform the Customer under the Personal Information Protection Act, the Customer understands and agrees that the Bank (including the outsourced entities engaged by the Bank), the entities utilizing the personal information in accordance with laws and regulations (such as the financial holding company the Bank subordinate to and its subsidiaries), other business related agencies (such as correspondent banks, beneficiary banks, SWIFT, Joint Credit Information Center, National Credit Card Center, Taiwan Clearing House, Financial Service Information Co., Ltd., credit guarantee institutions, international credit card organization, acquiring businesses and merchants), competent authorities under laws, financial supervisory authorities, and parties agreed by the Customer (such as the companies that have collaboration with the Bank for joint marketing and cross use of the Customer's personal data, and companies that have collaboration with the Bank for joint promotions) may, within the specific purposes under the "Notice to collect, process and use personal information" in Appendix II, or to the extent permissible under the laws and regulations, collect, process, utilize and transfer internationally the Customer's personal information, and the Bank may for the purpose of marketing, IT processes, database management, information securities business/management, online servicing, investigation, research and statistical analysis, etc., collect, process, utilize and transfer internationally the Customer's personal information.
- (4) The Customer also agrees that the Bank is entitled to provide related information of all types of business, financial products or services, and send promotional or marketing materials related to all types of business to the Customer. If the Customer disagrees, the Bank will not provide the aforementioned

十一、抵銷

立約人若有對貴行之任一債務到期或經貴行依約主張視為全部到期而未清償之情形或有違約情事發生時，或貴行認為必要時（如立約人涉及以各項帳戶從事非法活動或貴行得依法或依約行使抵銷權等），貴行得隨時於事前或同時通知立約人（惟無須立約人同意），終止本約定書下之各項存款（包括定存、活存及支存）及其他約定（即立約人之存款或權益即視為已屆清償期）。屆時，貴行得將立約人寄存於貴行之各種存款及對貴行之一切債權期前清償，且有權依法逕對該等帳戶之存款及其他立約人對貴行主張之各項合法權益逕行主張抵銷或為必要之處分或以之抵償立約人對貴行之各項債務，貴行所出具給立約人各項存單或其他憑證應於貴行抵銷或抵償範圍內失其效力視為作廢，且抵銷或抵償之債務內容及先後順序依民法第 321、322、323 條規定辦理。惟貴行與立約人就抵銷或抵償之債務內容及先後順序另有約定時，則從其約定。

11. Offset

In the event that any of the Customer's debt to the Bank is due or is deemed to be all due as claimed by the Bank according to the respective agreement but is not repaid, or there is any default, or the Bank considers necessary (e.g. the Customer is involved in the engagement of illegal activity with any of its accounts or where the Bank may exercise the right to offset by law or according to respective agreement), the Bank may at any time terminate each deposit (including time deposit, demand deposit and check deposit) and other agreements (i.e. the Customer's deposit or rights thereof are deemed as due) by notifying the Customer in advance or simultaneously (but without the consent from the Customer). Under those circumstances, the Bank may take whatever deposits and debt entitlements the Customer has over the Bank to settle any debts that Customer owes to the Bank, and shall be entitled to offset directly against the deposits in those accounts and other legal rights that the Customer may claim against the Bank according to relevant laws, or make any necessary disposition or offset each debt the Customer owes to the Bank. Each deposit certificate or other certificates that the Bank issued to the Customer shall be void within the scope which the Bank offsets, and the contents of the debt or offset and the sequence shall be in accordance with Articles 321, 322 and 323 of the Civil Code. However, in the event that the Bank has other contractual agreements with the Customer in regards to offset and priorities of offsetting, both should abide by that contractual agreement.

十二、修改

除本約定書另有約定者外，立約人同意貴行得以郵寄或電子郵件通知、於對帳單上註明、於營業場所或網站公告或其他方式，事前通知立約人修改本約定書之內容及其生效日期。倘立約人不同意貴行之修改，須於前述通知之生效日期前終止與貴行之帳戶往來關係及本約定書，倘立約人未於生效日期前終止，或生效日期後仍繼續與貴行進行各項存款、交易或服務事項之往來時，視為立約人已同意該修改之內容。

12. Amendment

Unless otherwise stipulated in this Agreement, the Customer agrees to the Bank notifying via mail or email, marking a note on the statement or promulgating in branches or on its website to notify of an amendment to the Contract and its effective date with prior notice. In the case that the Customer disagrees with the Bank's modification, the Customer must terminate the relationship with the Bank prior to the effective date of the aforementioned notice. In the event that the Customer does not terminate the relationship with the Bank and the contract prior to the effective date expiring, or continues to proceed with all types of transactions and services with the Bank, the Customer is regarded as approving the modification.

十三、文書送達

立約人同意以訂約時間所指明之地址為相關文書之送達處所，倘立約人之地址變更，應儘快以書面、與貴行新往來業務之申請書等通知貴行，並同意依變更後或最後一次往來業務申請所留存通訊地址為送達處所；如立約人未通知變更地址時，貴行仍以訂約時所指明之地址或最後所通知貴行之地址為送達處所。貴行之通知發出後，經通常之郵遞期間，即視為已合法送達。立約人有更改資料需求時，得透過貴行提供之服務管道通知變更，貴行應於接獲通知後立即依貴行相關作業規定辦理。如立約人於資料更動時未即時依規定辦理變更而受有損害，由立約人自行負責。

13. Delivery of Documents

The Customer agrees that the delivery address for relevant documents is the address as specified at the time of entering into this Agreement. If there is any changes to the Customer's address, the Customer shall notify the Bank as soon as possible in writing and/or by the new correspondence application letter with the Bank, and the Customer further agrees that the delivery address shall be the address after the change and the correspondence address stated in the last correspondence application. If the Customer needs to change its information, the Customer may make changes by notifying the Bank through the service channel provided by the Bank. The Bank shall promptly proceed after receiving the notice according to relevant procedures of the Bank. The Customer shall be responsible by itself for damages suffered due to failure to promptly make changes according to relevant rules when there is changes of its information.

十四、錯帳

如因貴行或金融同業、票據交換所、財金資訊股份有限公司等相關機構作業錯誤或電腦設備故障等原因，致發生誤入立約人帳內或溢付情事或由第三人誤寫帳號或戶名或其他原因而誤存入帳者時，貴行得於發現時立即更正，無須另行通知立約人。倘該存入款項業經支用，立約人應於貴行通知後七日內立即返還支用款項及貴行所訂之利息，否則貴行得行使抵銷權並自本存款或其他帳戶中抵扣。

14. Error of Account

In the event that the Bank mistakenly pays more than requested or has other third party write the wrong account number or deposit to Customer's account by mistake for any reason attributed to operational or computer error of the Bank, other financial institutes, Taiwan Clearance House or FISC, the Bank should correct the issue immediately after discovery without notifying the Customer. If the amount mistakenly transferred into the account has been used, the Customer shall immediately return the usage amount and the interests as enacted by the Bank within seven days after being notified by the Bank, or otherwise the Bank may exercise rights of offset and deduct from Customer's deposit account or other accounts.

十五、存入票據

各種存入票據，須俟貴行收存入帳後，始能提領。倘發生退票或糾葛情事，致未能收取票款時，所有先前入帳票款，貴行得逕自存款帳戶內如數扣除，一經貴行於合理作業期間內通知後，立約人須出具約定書並加蓋原留印鑑，換回原退票票據，對該項退票貴行並無代辦保全票據上權利手續之義務及其他一切責任。立約人委託貴行所託收之票據於運送途中，若發生票據被盜、遺失或滅失時，立約人同意授權由貴行或付款行有權（但無義務）代理立約人辦理掛失止付及聲請公示催告、除權判決等事宜。

15. Deposit of Instruments

For each deposited instruments, the withdrawal can be made only after the Bank receives the amount and deposits it into the account. If there is rejection of instruments or any disputes that results in the failure to receive the amount of the instruments, the Bank may deduct directly the same amount of the instrument amount previously saved from the deposit account. As soon as being notified by the Bank within a reasonable operational period, the Customer shall get back the original instrument that was rejected by submitting the agreement affixed with the original seal as requested by the Bank. The Bank has no obligation to handle the procedures to secure the rights on the instruments and any other obligations in respect of the rejected instrument. If there is any robbery, lost or destruction of the instrument during the transportation of the instrument that the Customer appoints the Bank to accept, the Customer agrees to authorize the Bank or paying bank the right (but has no obligation) to handle the lost reporting and cessation of payment due to loss and petition for public announcement and request, invalidating judgment on behalf of the Customer.

十六、遺失、被竊

立約人存摺、支票、金融卡、取款圖章、定期存單（含可轉讓存單）等均應自行妥為保管，如有遺失、被竊、被搶或其他情事而脫離占有時，應立即依貴行相關規定辦理掛失（止付）手續。倘立約人無法立即來行辦理書面手續或遇非營業時間（支票及可轉讓存單除外）者，得先以電話做

暫時掛失手續，俟立約人至貴行完成書面手續後始生效。惟在貴行未受理立約人掛失止付之書面申請以前已經付款者，如印鑑、存摺等係真正，而貴行非明知領款人係冒領者，對存戶仍有清償之效力。

16. Loss or Stolen

The bank book, check, ATM card, stamp for withdrawal, time deposit certificate (including transferable deposit certificate) shall be kept by the Customer properly. In case they are lost, stolen, robbed or not under the Customer's occupation due to other matters, the Customer shall make the lost reporting and cessation of payment procedures according to relevant rules of the Bank immediately. If the Customer cannot visit the Bank to handle procedures in writing immediately or it happens to be non-business hours (except for checks and transferable deposit certificates), temporary lost reporting procedures via telephone can be made and its effectiveness is subject to the completion of the procedures in writing handled by the Customer at the Bank. However, the repayment is still binding to the Customer for the payment made by the Bank prior to the written application of the lost reporting and cessation of payment made by the Customer under the conditions that the seal and the bank book is authentic and the Bank does not know that the person who makes the withdrawal is false.

十七、生效

立約人使用電話、傳真、行動電話通訊設備或網路等方式，透過貴行客服人員或經由密碼、認證機構或經雙方以書面約定之辨識系統等方式所為之辨識，確認為立約人之申請並依立約人申請之項目，委託貴行辦理，其與立約人憑存摺印鑑及簽發支票加蓋原留印鑑或其他約定方式提領、轉帳之行為具同等效力，其交易後之存摺餘額均以貴行電腦主檔之記錄為準，但經立約人核對貴行提出之交易記錄，其不符部分，經貴行查證，確為貴行記載有錯誤時，貴行應更正之。立約人與貴行均同意依此方式，其效力與書面文件相同，立約人與貴行就事後所生之任何糾紛，於審判、仲裁、調解或其他法定爭議處理程序中，均不得主張該約定方式不具書面或簽名要件而歸於無效或不成立。

17. Effectiveness

Where the Customer uses telephone, fax, mobile phone telecommunication system or internet and its identity is verified through customer service personnel of the Bank, passwords, verification institution or other identification system agreed by both parties in writing, the Bank thus processes the Customer's application/request upon the above identity, it shall have same effect as where the Customer withdrawals or transfers with bank book, specimen seal, and issued checks with specimen seal or other agreed methods. The balance of bank book after the transaction shall be according to the record of the main record of the Bank's computer. In the instance that the Customer finds any inconsistency in the transaction record provided by the Bank after verification and the Bank confirms it to be an error at the Bank's end, the Bank shall make correction. The Customer and the Bank both agree that the effect under this method is the same as written documents. The Customer and the Bank cannot argue that this agreed method is void or not valid due to lack of written or signature requirement in any subsequent disputes during trial, arbitration, mediation or other legal dispute resolution procedures.

十八、終止

除定期性存款或法律另有規定外，貴行與立約人均得隨時終止本約定書下之各項存款約定，並於終止之通知到達時發生效力。屆時，如有餘額，立約人可自行來行領回或於貴行扣除返回餘額予立約人所需之相關費用(依貴行公告之收費標準)後領回。立約人與貴行各項往來有違約情事發生時，貴行得隨時終止定期性存款約定。

立約人不得將帳戶、存摺等借予他人使用，亦不得作為洗錢、詐欺等不法或不正常之用途，或以詐術損害貴行之信用，若經貴行研判帳戶有疑似不當使用之情事時，或查證屬實，或貴行接獲第三人檢附治安機關報、備案證明，書面申訴時，貴行得逕自終止立約人使用本約定書所定之服務，並得立即終止本消費寄託契約，逕行結清存款，存款餘額則俟依法得領取者領取時，始為支付。

18. Termination

Except for time deposit or as otherwise provided by the laws, Either the Customer or the Bank may terminate each deposit agreement under this Agreement at any time and the termination shall take effect when the termination notice is duly delivered. At that time, if there is any balance, the Customer can retrieve it over the counter or request the Bank to deduct all necessary fees before retrieving the balance (based on the fee standards announced by the Bank). The Bank shall return the balance of the deposit to the Customer according to the applicable regulations. If there are any defaults in the business transactions made by the Customer with the Bank, the Bank may terminate a time deposit agreements at any time.

The Customer cannot allow usage of the account, bank book by others, and cannot use it for the purpose of money laundry, fraud or other illegal or abnormal purposes, or damage the credit of the Bank with fraudulent acts. If the Bank determines that the account is suspicious to be used improperly, or it is verified that there is any undue activities, or the Bank receives third party's written complaint enclosing the evidence of reporting or recording made to/by security institutions, the Bank may terminate the services for the Customer. The Bank can further terminate this consumption deposit agreement immediately and close the account directly. The balance of the closed account will be paid out to the person who is legally entitled to make the withdrawal at the time prescribed by the laws.

十九、存款保險

立約人於貴行所往來之業務，依存款保險條例所規範之存款項目為標的範圍內，受中央存款保險

公司之存款保險保障。

19. Deposit Insurance

The business transactions made by the Customer with the Bank is covered by the deposit insurance of the Central Deposit Insurance Corporation to the extent that the transactions is categorized as the deposit items under the Deposit Insurance Act.

廿、法令適用

關於本約定書或其附件各項約定如有未盡事宜，應由雙方另行協議訂定或修正之，或依據中華民國相關法令規定處理之。如立約人為外國人時，其法律行為之成立要件、效力、方式，均適用中華民國法令。

20. Application of Laws

Any matters not contemplated under this Agreement or its attachments shall be agreed by both parties separately or be amended upon mutual agreements or be handled according to other related regulations of the R.O.C. If the Customer is a foreigner, the constitutive elements, effects, methods of its legal action shall be subject to the laws of the Republic of China.

廿一、法院管轄

立約人與貴行如因本約定書涉訟時，雙方並同意以貴行總行或貴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。

21. Jurisdiction

Both parties agree to submit the dispute related to this Agreement to the district court of where the headquarter of the Bank or the business units of the Bank locates or Taiwan Taipei District Court as the court of the first instance, provided that this does not rules out the application of jurisdictions as provided in Article 47 of the Consumer Protection Act or Article 436-9 of the Civil Procedure Code regarding small claim cases.

廿二、標題

本約定書各條標題，僅為查閱方便而設，不影響約定書有關條款之解釋、說明及瞭解。
本約定書之英文翻譯僅供參考，若有不一致之處應以中文為準。

22. Headings and Language

The headings of each clause under this Agreement are for the convenience and reference only and do not affect the interpretation, explanation and understanding of the relevant clauses under this Agreement.

The English translation of this Agreement is for reference only. In the event of any discrepancy, the Chinese context shall prevail.

廿三、約定書之效力期間

本約定書除雙方任一方終止外，永久有效。約定書內各項業務之個別條款如經部分終止，其他條款仍為有效。

23. Effective Period of the Agreement

The Agreement is effective indefinitely unless otherwise being terminated by either party. Partial termination to any individual clause of each business under this Agreement does not affect the effectiveness of the remaining clauses.

廿四、全國性繳費（稅）平臺

立約人同意使用全國性繳費（稅）平臺執行非約定繳費（稅）業務，且每戶每日最高繳費（稅）限額及每戶每月累計最高繳費（稅）限額，同意貴行逕悉依主管機關規範辦理及調整之。

24. National Fee (Tax) Payment Platform

The Customer agrees to use national fee (tax) payment platform to execute the non-agreed fee (tax) payment business and agrees that the Bank may handle and adjust the daily maximum fee (tax) payment amount and monthly accumulated maximum fee (tax) payment amount for each account according to the rules of the competent authorities.

廿五、金融消費爭議條款

立約人對貴行因商品或服務所生之民事爭議得適用金融消費者保護法之爭議處理程序（但不包括（1）經法院判決確定，或已成立調處、評議、和解、調解或仲裁；（2）純屬債務協商、投資表現或定價政策之範圍者；（3）其他爭議處理機構不予受理之情事），貴行對於財團法人金融消費評議中心所作應向金融消費者給付每一筆金額或財產價值在一定額度以下之評議決定，應予接受；評議決定超過一定額度，而金融消費者表明願意縮減該金額或財產價值至一定額度者，亦同。前項一定額度，就投資型金融商品或服務係指新臺幣壹佰萬元，非投資型金融商品或服務則為新臺幣拾萬元。

25. Financial Consumer Disputes Terms and Conditions

The disputes handling procedures under the Financial Consumer Protection Act are applicable to the Customer for the civil disputes arising from the products or services provided by the Bank (except for the cases (1) where the court has reached its final judgment, or the conciliation, ombudsman, settlement, mediation or arbitration have been instituted; (2) which are simply within the scopes of debts negotiations, investment performance or pricing policy; (3) which the ombudsman institution refuses to accept). The Bank shall accept any ombudsman decision by the Financial Ombudsman Institution that requires it to make payment of or below a certain amount to a financial consumer or convey thereto property valued at or less than a certain amount; this shall also apply where the decision exceeds a certain amount but the financial consumer has expressed his/her willingness to reduce the amount of the payment or the value of the property to a certain amount. The certain amount of the preceding paragraph, for investment financial products or services, refers to NTD 1 million; for the non-investment financial products or services, refers to NTD

100,000.

廿六、美國外國帳戶稅收遵從法及金融機構執行共同申報及盡職審查約定條款

- (一) 立約人同意遵守並配合貴行遵守美國外國帳戶稅收遵從法案 (Foreign Account Tax Compliance Act, 以下稱「FATCA 法案」) 及金融機構執行共同申報及盡職審查作業辦法 (以下稱「CRS」)、中華民國主管機關或美國主管機關訂定 FATCA 法案之各項規範、貴行所簽署之外國金融機構協議 (FFI Agreement) 以及中華民國主管機關與美國主管機關間為遵循 FATCA 法案所簽署之相關協議(以下合稱 FATCA 相關規範), 立約人並同意貴行得依 FATCA 法案或 FATCA 相關規範, 在適用情況下執行申報及扣繳義務。
- (二) 立約人同意提供具控制權之人(含股東及逾 5 萬美元債權人之名單及自然人股東及債權人) 及其所出具之同意書。
- (三) 同意將留存於貴行之一切交易資訊, 包括帳號及帳戶餘額、帳戶總收益金額、交易明細等, 供貴行依 CRS、FATCA 法案及遵循協議辦理辨識及申報等相關事宜。
- (四) 本人知悉未簽署協議之金融機構 (Non-participating foreign financial institution, NPFFI) 之美國來源所得將可能會被美國政府課以 30% 的扣繳稅, 倘本人依 FATCA 法案規定被視為未簽署協議之金融機構 (NPFFI), 而致交易金額中屬於應扣繳款項及外國轉付款項須辦理扣繳之金額, 致貴行因此所增加之成本與費用, 貴行皆得自應支付或返還予本人之金額中扣除。應扣繳款項(withholdable payment), 係指包括但不限於任何源自美國的固定或可得確定年度或定期所得、利潤和收入之款項(例如利息、股利、租金、薪資、工資、溢酬、年金、賠償金、報酬、津貼), 以及任何因銷售或處分任何產生美國來源收入的利息或股利的財產所獲得之交易總所得(gross proceeds), 包含股票、債券等。所稱外國轉付款項(foreign passthru payment), 係指任何應扣繳款項或可歸責為應扣繳款項的其他支付款項。須辦理扣繳之金額比例通常為總金額之百分之三十, 惟正確之扣繳金額仍以實際須辦理扣繳之金額為準。
- (五) 立約人了解並同意就其 CRS 及 FATCA 身分類別或身分資料對貴行負有據實告知之義務, 並同意配合貴行要求提供必要相關資訊及文件佐證, 倘立約人身分類別或身分資料變更時, 應於異動日起 30 天內檢具相關證明文件主動通知貴行。
- (六) 立約人如未履行或拒絕履行於本約定條款下之任何義務、或嗣後撤回、撤銷對於本約定條款之同意或其他相關同意, 或請求貴行不得為遵循 FATCA 法案或 FATCA 相關規範之目的而蒐集、處理、利用或國際傳輸相關資料(包括但不限於個人資料)時, 貴行得終止所有屬 FATCA 法案規範金融商品之契約、帳戶、往來業務關係及提供之相關服務, 並逕依各該契約約定或法律規定廢續辦理。
- (七) 如有因立約人不遵守本約定條款而衍生任何稅務或其他責任或義務, 概由立約人負責, 與貴行無關, 立約人並應賠償貴行因此所受之損害(包括但不限於主管機關之處罰及交易對手之求償)及增加之成本與費用, 且貴行皆得自應支付或返還予立約人之金額中逕行扣除。

26. Foreign Account Tax Compliance Act ("FATCA") and Regulations Governing the Implementation of the Common Standard on Reporting and Due Diligence for Financial Institutions ("CRS"),

- (1) The Customer agrees to comply with and cooperate with the Bank to comply with the Foreign Account Tax Compliance Act (hereinafter referred to as the "FATCA") and Regulations Governing the Implementation of the Common Standard on Reporting and Due Diligence for Financial Institutions (hereinafter referred to as the "CRS"), all FATCA regulations established by the R.O.C. or the U.S. Competent Authority, the Foreign Financial Institution Agreement (FFI Agreement) signed by the Bank, and all relevant agreements for compliance with the FATCA entered into by the R.O.C. and the U.S. Competent Authority (collectively, the "FATCA regulations"). The Customer also agrees that the Bank may perform its tax reporting and withholding obligations in accordance with FATCA and FATCA regulations where applicable.
- (2) The Customer agrees to provide the Bank with the list of controlling persons(including shareholders and more than USD50,000 creditors contain natural person) and their letters of consent for the purpose of identification.
- (3) The Customer agrees to provide all transaction information kept at the Bank, including account number, account balance, the gross receipts and statement of the account, to the Bank for the purpose of identification and reporting to the relevant authority in accordance with CRS、FATCA and with the Agreement described under article 26 section (1).
- (4) In the event that the Customer has been identified as non-participating foreign financial institution (NPFFI) in accordance with FATCA, the Bank may deduct, from the funds to be paid or returned to the Customer, any withholdable payment or foreign passthru payment on transactions and for any increased costs and fees for the Bank resulting therefrom. The withholdable payment shall mean without limitation, any fixed or determinable annual or periodic gains, profits and income (FDAP income) from sources within the United States (such as payment of interest, dividends, rents, salaries, wages, premiums, annuities, compensations, remunerations, emoluments) and any gross proceeds from the sale or other disposition of any property of a type which can produce interest or dividends from sources within the United States, including stocks and bonds. The foreign passthru payment shall mean any withholdable payment or any other payment that is attributable to a withholdable payment. The amount to be withheld or retained to be held in escrow is usually 30 percent of the withholdable payment. However, the exact amount to be withheld shall be subject to the actual amount

required to be withheld

- (5) The Customer acknowledges and consents that the Customer is obligated to inform the Bank of its CRS and FATCA status or relevant information. In addition, the Customer agrees to provide any necessary information and supporting documents in response to the Bank's request. The Customer shall, within 30 days of the occurrence, notify the Bank any change in the CRS and FATCA status and change of its identification information along with documents evidencing such change.
- (6) Where the Customer fails or refuses to fulfill any obligation under the Terms and Conditions, or revoke or withdraw the consent under the Terms and Conditions or other relevant consents, or requests that the Bank may not collect, process, use or internationally transmit (including but not limited to personal information) in compliance with the FATCA or for the purpose of FATCA regulations, the Bank may terminate all the contract, account, business relationship of such financial instruments and relevant services regulated by the FATCA, and proceed in accordance with applicable agreements or statutory regulations.
- (7) The Customer shall bear full responsibilities regarding any tax or other liability or obligation attributable to the Customer's non-compliance with the Terms and Conditions, and the Bank does not assume any liability therefrom. The Customer shall compensate the Bank for damages suffered therefrom (including but not limited to the penalty imposed by the Competent Authority and claim from the counterparty) and additional costs and fees. The Bank may deduct from the amount payable or returnable to the Customer.

廿七、金融控股公司及其子公司資料運用條款

- (一) 立約人知悉、瞭解並同意貴行、貴行隸屬之金融控股公司及其依金融控股公司法規定所控制之子公司，於其共同行銷目的或相關法令許可範圍內，得對客戶之姓名及地址、已書面表示之其他基本資料及往來交易資料等相關資料為蒐集、處理及利用。
- (二) 相關客戶資料之取得、使用及維護，均依「金融控股公司法」、「金融控股公司子公司間共同行銷管理辦法」、「金融控股公司及其子公司自律規範」及「個人資料保護法」等相關法令規定辦理。
- (三) 立約人同意貴行所屬之金融控股公司及其依金融控股公司法規定所控制之子公司得為推介各項業務將相關作業委由第三人處理，並同意於推介之必要範圍內將立約人同意貴行得提供予其之各項資料，揭露予受任處理事務之第三人，受委任之第三人得於委任之範圍內使用立約人之資料。
- (四) 金融控股公司及其子公司之資料運用，其各項資料之內容及範圍如下：
 1. 基本資料：包括姓名及地址。
 2. 其他基本資料：包括出生年月日、身分證統一編號、電話等資料。
 3. 帳務資料：包括帳戶號碼或類似功能號碼、信用卡帳號、存款帳號、交易帳戶號碼、存借款及其他往來交易資料及財務情況等資料。
 4. 信用資料：包括退票記錄、註銷記錄、拒絕往來記錄及業務經營狀況等資料。
 5. 投資資料：包括投資或出售投資之標的、金額及時間等資料。
 6. 保險資料：包括投保保險種類、年期、保額、繳費方式、理賠狀況及拒保記錄等相關資料。
- (五) 中華開發金融控股股份有限公司(下稱開發金控)共同行銷資料保密措施(另揭露於開發金控之網站)：

中華開發金融控股股份有限公司暨子公司（以下簡稱「本集團」）一向重視客戶之資料保密，為提供客戶多元化及更完善的金融產品及服務，依據「金融控股公司法」、「金融控股公司子公司間共同行銷管理辦法」、「金融控股公司及其子公司自律規範」及「個人資料保護法」及其他相關法令之規定，擬具客戶資料保密措施並依法於網頁公告。茲聲明本集團皆依下列各項原則進行蒐集、處理及運用客戶資料事宜，以保障客戶之相關權益。

 1. 客戶資料蒐集方式

本集團擁有您的資料，係因您已是本集團之既有客戶，或您使用本集團透過人員、電話、傳真、郵件、網路及其他方式的服務所提供之資料，或從其他合法且公開管道取得之資料。
 2. 客戶資料儲存及保管方式

本集團對於所取得之客戶資料，將嚴格遵守安全及機密原則提供保護。除設有安全之控管設備及機制外，並異地儲存於其他場所，以因應緊急事件或災害發生時，仍能保存您的完整資料，並繼續提供您完善的服務。
 3. 客戶資料安全及保護方法

本集團取得客戶資料後，將依相關作業規範建檔並儲存於資料庫中，依業務及權限設定由專門人員管理資料庫的存取，並採用防火牆防範外來訊息之入侵並管制內部訊息之進出，以保障客戶的資料不會被不當的取得或破壞。
 4. 客戶資料分類與利用範圍及項目

客戶資料係指客戶之基本資料、帳務資料、信用資料、投資資料、保險資料等。本集

團進行共同行銷活動時，將遵照主管機關、相關同業公會、或其他有權監督本集團業務活動之單位，針對客戶資料之交互運用與揭露所為之規範辦理。

5. 客戶資料利用目的

本集團僅在法令之許可下，為從事共同行銷而揭露、轉介或交互運用客戶資料，以提供客戶整體性多元化之金融理財商品或服務，本集團會抱持審慎及嚴謹的態度來管理您的資料，以確保您的資料受到良好之保護。

6. 客戶資料揭露對象

客戶資料均依照「金融控股公司法」、「金融控股公司子公司間共同行銷管理辦法」、「金融控股公司及其子公司自律規範」、「個人資料保護法」及其他相關法令之規定，僅在本集團依法進行共同行銷時交互運用與揭露，除本集團委託處理相關業務之情形外，不會向其他第三人揭露您的資料。

7. 客戶資料變更修改方式

為協助本集團維護客戶資料的完整性及正確性，如果您的資料有變更，可直接向往來營業據點申請變更，亦可透過本集團業務人員或客服人員變更您的資料。

8. 選擇退出方式

倘客戶不願意再收到本集團任何金融理財及業務推廣活動訊息時，可隨時通知本集團，本集團將不再寄發相關資料予您，並於系統及作業合理期間內停止交互運用您的資料。

9. 為更進一步保護客戶隱私，本集團將隨時因應業務需求及法令修改，修定本保密措施，並儘速於本集團相關的網頁及營業場所更新以告知您。

10. 您可以透過以下電話或電子郵件與本集團聯絡：

中華開發金融控股股份有限公司電話：(02)2763-8800，電子郵件信箱：ir@cdibh.com。

11. 中華開發金融控股股份有限公司交互運用客戶資料之子公司名稱，另行揭露於開發金控之網站。

(六) 共同行銷本業與他業責任歸屬

共同行銷業務員於辦理貴行存款開戶業務時，其行為直接對貴行發生效力，亦即相關契約履行責任係由貴行負責，而契約無法履行或造成立約人損失時，立約人須向貴行求償，但共同行銷業務員所屬公司或其人員仍會協助立約人與貴行進行聯繫協商，又如共同行銷業務員所屬公司或其人員就本項共同行銷業務有任何故意或過失責任時，共同行銷業務員所屬公司及其人員亦應對立約人負賠償責任。

27. Articles regarding data usage for financial holding company and their subsidiaries:

(1) The Customer knows, understands and agrees that the Bank, along with its financial holding company and subsidiaries controlled by it in line with the Financial Holding Company Act, may collect, process and use the Customer's name, address, other basic information that the Customer has provided paper agreements and transaction data for joint marketing or other business areas permitted by related laws.

(2) The procedures of obtaining, using and maintaining this information are subject to the "Financial Holding Company Act", "Rules of Joint Marketing for Financial Holding Company Subsidiaries", "Self-governing Rules of Financial Holding Company and Subsidiaries", and the "Personal Information Protection Act".

(3) The Customer agrees that the Bank, as well as its financial holding company and subsidiaries controlled by it in line with the Financial Holding Company Act are entitled to outsource business requests to a third party, and agrees that the Bank is entitled to provide and disclose all necessary information to them so the third party entrusted by the Bank may utilize the information within the entrusted scope.

(4) The content and scope of utilizing the information of the Customer as aforementioned are as follows:

Basic information: Name and address

Other basic information: birth dates, ID number and phone number etc.

Account information: account number or any number that serves the same purpose, credit card number, deposit account number, transaction account number, financials related to deposit/loan and other transactions.

Credit history: bounced checks, cancellation record, rejection record and business operations.

Investment information: target of investment or selling, including amount and time information.

Insurance information: type, tenure, insured amount, payment method, claim status and rejection record of insurances.

(5) CHINA Development Financial Holding Co. Ltd. ("CDF") information security policies for joint promotion (also disclosed on the company website of CDF):

CDF and its subsidiaries (hereinafter "The Group") always prioritize data security of our customers. In order to provide more diversified and complete financial products and services, the Group plans to promulgate all policies on the website subject to laws including the "Financial Holding Company Act", "Rules of Joint Marketing for Financial Holding Company Subsidiaries", "Self-governing Rules of Financial Holding Company and Subsidiaries", and the "Personal Information Protection Act" and so on to announce the collecting, handling and utilization of customer information and protect related rights for the customers.

a. Data collection methodologies

The Group owns your data because you're an existing customer of the Group, or you have provided related information via our personnel, by phone, fax, mail, internet or other methods publicly and legally announced.

b. Methods of data storage and maintenance

The Group will provide protection strictly within our safety and security principles. The Group has not only the facilities and mechanisms for safety control, but also has storage area outside the company to make sure we still reserve your information completely in case of emergencies or disasters. The Group is committed to provide you complete services regardless.

c. Customer information safety and protection methods

After the Group obtains customer information, we will file the information in our data warehouses based on related operational procedures and open access to only specialized personnel based on their business needs and authorities. The Group will also utilize its fire wall to prevent external invasion and data inflow/outflow to protect customer information from illegitimate access or damage.

d. Types of utilization area and categories of customer information.

Customer information refers to the basic information of customers, account information, credit information, investment information and insurance data etc. The Group will abide by the regulations of authorities concerned, related industry associations or other organizations that have the right to supervise the Group when it comes to utilizing and disclosing customer information.

e. Purpose of utilizing customer information

Only as permitted by law will the Group disclose, transfer or utilize customer information for joint marketing and provide customers with diversified financial products or services. The Group will remain a careful and discrete attitude to manage and secure your information.

f. Targets of information disclosure

The Group will only utilize and disclose customer information during joint marketing subject to the "Financial Holding Company Act", "Rules of Joint Marketing for Financial Holding Company Subsidiaries", "Self-governing Rules of Financial Holding Company and Subsidiaries", and the "Personal Information Protection Act" and so on. Unless otherwise outsourcing business needs, the Group will not disclose your information to any third party.

g. Customer information modification

To facilitate the Group to maintain the completeness and accuracy of customer information, in the event that you'd like to change your profile, please apply for changes at branches or the sales reps/customer service reps on behalf of the Group for assistance.

h. Methods of opting out

If the Customer is not willing to receive any promotional information from the Group in regards to any wealth management or business promotional activities, you can notify the Group at any time and the Group will stop distributing any related information to you and discontinue utilizing your information within the reasonable period of time that our system and operations can support.

i. To further protect customer privacy, the Group will modify the Confidentiality Agreement at any time in line with business needs or amendment to related laws, and will notify you with an updated website announcement and branch bulletins as soon as possible.

j. You can contact the Group with the following information:

CDF phone number : (02)2763-8800 email : ir@cdibh.com

k. CDF will disclose on the website in the event of disclosing the name of customer's subsidiary to utilize the information with another party.

(6) Responsibilities of joint marketing for core business and side business

The Bank is also liable for the acts of joint marketers when servicing customers for deposit opening at the Bank. That is, the Bank shall be liable for all the commitments and responsibilities stated in the contracts entered into by the Bank and the Customer. In the event that the Customer is required to request for compensation from the Bank as a result of a contract break, the joint marketer's company or the individual will still assist the Customer to contact and negotiate with the Bank. In addition, if the joint marketers or their companies deliberately incur any loss for the customer or any human error, they should be liable for compensating the customers.

二八、防制洗錢及打擊資助恐怖主義

貴行為防制洗錢及打擊資助恐怖主義之目的，立約人同意 貴行得依「洗錢防制法」、「資恐防制法」、「銀行業防制洗錢及打擊資恐注意事項」及「銀行防制洗錢及打擊資恐注意事項範本」之相關規定，進行以下措施：

(一) 貴行於發現立約人或關聯人為受經濟制裁、外國政府或國際洗錢防制組織認定或追查之恐怖分子或團體者之時，應逕行暫時停止本約定書所載之各項交易與業務關係或逕行關戶，惟貴行須書面通知立約人。

(二) 貴行於定期或不定期審查立約人及關聯人身分作業或認為必要時（包括但不限於：懷疑客戶涉及非法活動、疑似洗錢、資恐活動、或媒體報導涉及違法之特殊案件等），得要求立約人於接獲貴行通知後六十天(含)內提供審查所需之必要個人或公司資料、或對交易性質與目的或

資金來源進行說明，立約人逾期仍不履行或相關資料及說明未妥適合理者，貴行得逕行暫時停止本契約所載之各項交易與業務關係而無須另通知立約人，或以書面終止本契約或縮短借款期限或視為全部到期，並於書面通知到達時發生效力。

28.AML and anti-terrorism financing

To support the Bank's effort in AML and anti-terrorism financing, the Customer agrees that the Bank may take the following measures in accordance with the relevant requirements under the "Money Laundering Control Act", "Anti-Terrorism Financing Law", "Notices for Anti-Money Laundering and Anti-Terrorism for Banks" and "Templates of Notices for Anti-Money Laundering and Anti-Terrorism for Banks":

- (1)The Bank is entitled to temporarily cease the service and business relationship set forth in the agreement with the Customer or close the account if the Bank discovers any matter of the Customer or the related parties being the terrorist(s), or terrorist group recognized by foreign government or international anti-money laundering organization or being under economic sanction provided that the Bank should notify the Customer via written notice.
- (2)The Bank can request the Customer to provide necessary personal or corporate information required for investigation or explanation of the transaction nature or source of fund within 60 days (inclusive) after receiving the notification from the Bank in the event that the Bank believes necessary (including but not limited to the Customer being suspicious of engaging in illegal activities, money laundering, terrorism financing, or being involved in special cases in violation of laws as reported by media) or in regular or irregular review of the identification of the Customer and related parties. If the Customer fails to comply with the said requests or the relevant information and explanation is inappropriate or unreasonable, the Bank may temporarily cease all services and business relationships set forth in this agreement without notifying the clients, or terminate the agreement or shorten the loan period, or deem such period as expired by written notice, which shall take effect upon receiving such written notice.

二九、所稱「帳務劃分時點」係以每日晚上 10 點為基準，客戶於每日帳務劃分時點後及例假日(含非營業日)所為之交易，均以次一營業日記帳。交易是否逾本契約每日劃分時點，以貴行主機系統接獲交易檔案或資料之時間為準。立約人並同意貴行得因業務需要隨時調整帳務劃分時點，且得將調整後的「帳務劃分時點」以顯著方式公開登載於營業場所或貴行網站，以代通知。

29. The so-called "Account settlement point" is referring to 10 p.m. every night. In other words, any transaction initiated by the Customer after the daily Account settlement point or on holidays (including non-business days) will be processed during the next business day. Whether the transaction happens after the daily settlement point is based on the time when the Bank's server receives such transaction file or data. The Customer agrees that the Bank may adjust the Account settlement point based on business needs at any time, and will make public announcement to all customers in a prominent way at its business sites or on the Bank's website instead of making notifications.

三十、對帳單寄送方式自動變更

- (一)貴行依立約人留存之電子郵件信箱寄送對帳單，若因電子郵件信箱帳號錯誤、信箱帳號變更未通知貴行或有其他非可歸責於貴行之事由，以致貴行無法成功寄送電子對帳單至立約人之電子郵件信箱時，貴行將自動停止寄送電子對帳單，並自次期起改寄送紙本對帳單。
- (二)貴行依據立約人通訊地址寄送紙本對帳單而遭退件，自次期起改寄到戶籍地址，如寄送到戶籍地址後仍遭退件時，貴行檢視立約人留存有效電子郵件信箱，自次期起改寄送電子對帳單。
- (三)依立約人留存之電子郵件信箱、通訊地址、戶籍地址皆無法遞送對帳單時，貴行得停止寄送對帳單，立約人瞭解得透過自動櫃員機、電話銀行/網路銀行/行動銀行查詢對帳、傳真對帳單、網路銀行列印對帳單、至貴行列印對帳單、補登存摺對帳等方式辦理對帳。

30. Automatic changes to the statement delivery method

- (1)The Bank shall send the statements to the e-mail address that the Customer filed with the Bank. If the Bank is unable to successfully deliver the electronic balance statement to the e-mail address of the Customer due to the wrong e-mail address, failure by the Customer to notify the Bank of any changes in the e-mail address, or other reasons not attributable to the Bank, the Bank will automatically stop sending the electronic balance statements. The Bank will deliver physical balance statements starting from the following period.
- (2) If the physical balance statements delivered to the correspondence address of the Customer by the Bank are returned, the statements will be delivered to the registered residential address starting from the following period. If such statements delivered to the registered residential address are returned, the Bank will examine the current valid e-mail address of the Customer and deliver the electronic balance statement starting from the following period.
- (3) If the statements are unable to be delivered by using the e-mail address, correspondence address, and registered residential address of the Customer that are filed with the Bank, the Bank may suspend delivering statements, and the Customer understands that it/he/she may make inquiries and check its/his/her accounts via the following methods: ATM inquiry, telephone/internet/mobile banking inquiry, obtaining statements via facsimile, statement printed at the counter or through internet banking, passbook update at the Bank.

三十一、電子裝置簽名暨電子文件使用同意條款

- (一)立約人茲同意利用貴行提供之電子裝置(包括但不限於平板、電子手寫板或有電子觸控顯示板之其他類似電子裝置)簽署各項銀行往來文件(下稱:「電子裝置簽名服務」)，並同意在該電

子裝置上簽名之電子文件作為相關文件之表示方法，其效力與書面文件相同，且皆為立約人本人簽署，並得作為相關文件之原本，具有與原本相同之效力及拘束力，且日後絕不爭執其效力及真正性。適用之電子文件包含貴行目前及未來提供之各項服務及與貴行往來及交易之所有其他文件，但不包括印鑑卡。立約人瞭解並同意倘於貴行之原留印鑑僅留存印章樣式，且立約人擬申請/承作之服務項目依貴行規定應使用原留印鑑者，則電子裝置簽名服務不適用於該項申請文件或交易指示。

(二)電子文件使用約定:

1. 立約人瞭解本同意條款所稱之「電子文件」，係指經由網路連線傳遞之文字、聲音、圖片、影像、符號或其他資料，以電子或其他以人之知覺無法直接認識之方式，所製成足以表示立約人用意之紀錄，而供電子處理之用者。
2. 立約人瞭解貴行有權依法令規定，風險控管及其他因素考量，異動電子裝置簽名服務及得辦理之文件種類及服務範圍。

31. Electronic Device Signature and Electronic Document Use Terms and Conditions

(1)The Customer hereby agrees to use an electronic device (including but not limited to tablets, graphic tablets, or other similar electronic devices with electronic touch display panels) provided by the Bank for signing various bank documents (hereinafter, the “Electronic Device Signature Service”) and agrees that the effect of electronic documents that contain the signature of the Customer and are so presented as the original of relevant documents shall be the same as that of written documents. The Customer also agrees that the electronic documents with the signature of the Customer on the electronic devices shall be effective and binding as the original, and agrees not to dispute their effect and authenticity in the future. Applicable electronic documents include various services presently provided and to be provided by the Bank as well as all other documents for the dealings and transactions with the Bank, but excludes the seal card. The Customer understands and agrees that when the specimen seal/signature retained by the Bank only includes the pattern of the seal and when a service item being applied/performed by the Customer requires the use of the specimen seal/signature according to the regulations of the Bank, then the electronic device signature service may not apply to such application document or transaction instructions.

(2)Electronic Document Use Terms and Conditions:

(I)The Customer understands that the “electronic document” referred to in this Agreement means texts, sound, images, symbols or other information that use an electronic or other methods in a way that cannot be directly perceived by human to create records of the intention and expression of intent of the Customer for electronic processing

(II)The Customer agrees that the Bank has the right to change or suspend the electronic device signature service, or may increase or reduce the document type and service scope of the service after making public announcements on the Bank’s website or business places according to the laws and on the basis of risk control and other factors.

貳、新臺幣活期性存款約定條款

II. New Taiwan Dollar Demand Deposit Terms and Conditions

一、立約人開立活期（儲蓄）存款帳戶時，應優先適用本約定事項，本約定事項未特別約定者，則適用一般約定事項。

1.This New Taiwan Dollar Demand Deposit Terms and Conditions shall prevail for the matter in connection with the demand (savings) deposit account opened by the Customer, however, those not provided in New Taiwan Dollar Demand Deposit Terms and Conditions, the General Terms and Conditions will apply.

二、貴行得訂定活期（儲蓄）存款開戶最低金額。

2.The Bank may set the minimum amount for opening the demand (savings) deposit account.

三、申請開立無摺存款之立約人，茲同意貴行以雙方約定方式寄送交易對帳單證明立約人在貴行所辦理之存款存取明細及存款餘額，免另簽發存摺。

3.The Customer who applies for opening an account without a passbook hereby agrees that the bank may send a transaction statement to prove the deposit and withdrawal details and the balance of the deposit handled by the Customer with the bank in the manner agreed by both parties, without the need to issue another passbook.

四、交易方式：

(一)立約人得依需要，選擇由貴行發給存摺，帳戶進出應提示存摺(存入得免提示)及填寫存取款憑條，以存摺為立約人對帳依據；如立約人有無摺提款必要，應由立約人本人親自執行交易並於交易指示單上親簽或加蓋原留存印鑑，經貴行同意後方可辦理，但與貴行另有約定者，不在此限。

(二)無摺存款得在銀行國內任一營業單位辦理，無庸事先申請，存款人或其代理人應填具存款憑條一式兩聯，由銀行於辦妥後交付一聯交存款人或其代理人收執。

(三)無摺存款帳戶提款：由立約人本人親自執行交易並於交易指示單上親簽或加蓋原留存印鑑；如立約人無法到行需由代理人交易，立約人同意貴行得確認代理人身分後辦理，另如交易類型達特定金額以上或對交易有疑慮時，由貴行照會立約人無誤後辦理；倘貴行無法照會立約人致交易無法完成者，貴行有權不受理該筆交易。

(四)立約人同意提示取款憑條所填日期在領款日期前七日內貴行可以照付；超過七日以上或所填

日期在領款日期以後者，應由立約人更正並加蓋原留印鑑後交付貴行憑以付款。

4. Trading method:

- (1) The Customer, depending on its needs, may elect to have a bank book issued by the Bank where transactions under the account shall be made upon showing the bank book (**however, The Customer is not required to show the bankbook when depositing**) and filing out saving/withdrawal slip and the bank book will serve as the basis for reconciliation of accounts by the Customer. If the Customer does not need to have a passbook, the Customer shall execute the transaction in person and sign in person or chop with the original seal left at the Bank on the trading instruction; and the transaction may only be processed after being approved by the Bank, unless otherwise agreed upon by both parties.
- (2) Non-book deposits may be made at any domestic business units of the Bank without applications in advance. The depositor or its/his/her agent shall complete the deposit slip in duplicate, and the Bank shall provide one slip to the depositor or its agent after completing the deposit procedures.
- (3) Withdrawal from a non-book deposit account: The Customer shall execute the transaction in person and sign or affix the seal that is originally filed with the Bank on the trading instruction in person. If an agent is engaged as the Customer is unable to present in person, the Customer agrees that the Bank may confirm the identity of the agent and proceed with the transaction. In addition, if the transaction reaches a certain amount or if there is any suspicion about the transaction, the Bank shall notify the Customer to make sure there is no error before processing the transaction. If the Customer is unable to be reached for verification and thus the transaction cannot be completed, the Bank is entitled to reject the transaction.
- (4) The Customer agrees that the Bank can make payments when the date of withdrawal slip is within seven days prior to the date of making the withdrawal. For withdrawal to be made seven days thereafter or when the date under the withdrawal slip is later than the date of withdrawal, the Customer shall make corrections and affix its seal that was originally filed with the Bank, and submit the slip to the Bank for the payment.

五、利息給付方式：

每日存款餘額不滿貴行訂定應計息之最低起息金額者(目前活期存款為新臺幣壹萬元整、活期儲蓄存款為新臺幣壹萬元整)，概不計息，貴行並得依實際需要隨時調整之，且於營業場所以顯著方式公告或登載於貴行網站。計息起點以貴行每日帳務劃分時點為切換點，存款已達前述所定最低起息金額者，以元為計息單位，並以切換點之每日存款餘額先乘其年利率，再除以三六五即得利息額，逢閏年亦同。

活期性存款利率，依存款種類，存款幣別及期間，按貴行牌告利率計算。

新臺幣活期(儲蓄)存款之利息，每半年(六月廿日及十二月廿日)結算一次，並於結算日之次一營業日滾入本金。

存戶應繳納之存款利息所得稅，由貴行依法代為扣繳，凡合乎免予扣繳規定之立約人應辦妥相關手續，方可免除扣繳。

5. Interest Payment:

Where the balance of deposit for each day does not reach the interest calculation threshold provided by the Bank (currently NTD 10,000 for demand deposit and NTD 10,000 for demand saving deposit), the interest shall not be accrued. The Bank may adjust the interest threshold as necessary from time to time and the adjustment shall be announced on the Bank's business premise by an eye-catching method or publicized on the Bank's website. The starting point of the interest shall be based on the daily Account settlement as a switch point. Where the Customer's deposit has met the minimum interest calculation threshold, using NTD as the unit of interest, the interest is calculated based on the switch point as follows: (total deposit balance for each day (namely total amount) x annual interest rate) ÷ 365. The interest calculation of the leap year is the same as above.

Interest rate of demand deposit shall be calculated according to the interest rate announced by the Bank and based upon the deposit type, deposit currency, and term.

The interest of NTD demand (saving) deposit is settled semi-annually (on June 20 and December 20), and will be calculated into the principal on the next business day after the settlement date.

The income tax incurred from the interest and payable by the Customer should be withheld by the Bank pursuant to laws. If the Customer is exempt from withholdings, only after the Customer has completed all necessary proceedings may the Customer be exempt from withholdings.

六、倘貴行認有必要，得就活期(儲蓄)存款帳戶平均餘額低於新臺幣一定金額者(依當時貴行營業場所或網站公告金額為準)，逕自該帳戶內直接扣取服務成本費。

6. The Bank may, where it deems necessary, charges services fees directly from the demand (savings) deposit account if the average balance of such account is lower than certain amount in New Taiwan Dollars (according to the amount then announced at the Bank's business premises or website).

參、新臺幣定期性存款約定條款

III. New Taiwan Dollar Time Deposit Terms and Conditions

一、立約人開立定期性存款帳戶時，應優先適用本約定事項，本約定事項未特別約定者，則適用一般約定事項。

1. This New Taiwan Dollar Time Deposit Terms and Conditions shall prevail for the matter in connection with the time deposit account opened by the Customer, however, those not provided in New Taiwan Dollar Time Deposit Terms and Conditions, the General Terms and Conditions will apply.

- 二、定期性存款得依存款種類特性，到期一次提取本息或按月支付利息到期提取本金。定期性存款如立約人中途解約或未授權貴行於到期日代辦轉期續存，或轉期續存次數已逾貴行規定之最高次數而逾期未領取本息，其中途解約或逾期部份照後述第十一、十二、十三條之規定計算支付利息。
2. With respect to the time deposit, the principal and interest may be withdrawn entirely at one time, or the principal may be withdrawn upon maturity and interest may be received monthly according to the types of deposit. If the Customer early terminates the time deposit, the Customer does not authorize the Bank to renew the agreement upon maturity, or the frequencies of renewal exceed the limitation and does not withdraw the principal and interest upon maturity, the interest, with respect to the early termination and the period after maturity, shall be calculated according to the succeeding Articles 11, 12, and 13.
- 三、定期性存款最低存入額為新臺幣壹萬元以上。
3. The minimum deposit amount for time deposit: Principle amount of NTD 10,000 or more
- 四、定期性存款期間依存單正面所載或存款憑條約定為準，但立約人以票據抵用全部或部份存款金額者，該定期性存款須俟票據兌現後，始生效力，其存單利率並應以兌現當日貴行牌告利率為票面利率。
4. The term of the time deposit shall be according to what is stated on the front of the deposit certificate or deposit slip. However, where any bill amount to be deposited by the Customer as all or part of the time deposit amount, such time deposit shall become effective after the bill has been paid and the interest rate thereof shall be the Bank's board rate on the day when the bill has been paid.
- 五、指定到期日定期性存款，照其實際存款期間足月部分之貴行已掛牌期別之利率按實際存款期間（包括不足月零星日數）計息。如無該期別之牌告利率，則依較低期別牌告利率計息。
5. With respect to the time deposit with designated maturity date, the interest shall be based upon the actual deposit term (including the fragmentary days less than one month) and calculated according to the interest rate with the same month term posted by the Bank. If the interest rate of such month term is not available, the interest shall be calculated according to the interest rate with the closest month term posted by the Bank.
- 六、立約人將本定期性存款轉讓或設定質權予第三人須經貴行同意始得為之。
6. The Customer shall not transfer or pledge the time deposit to the third party unless the consent is granted by the Bank.
- 七、定期性存款到期前續存（自動轉期）辦法：
- （一）立約人在開戶時可同時申請到期時自動轉期續存，開戶後亦可以書面或其他貴行同意之方式申請到期時轉期續存。
- （二）續存之存款種類、期限及總存款期限，係依貴行之公告最新約定為準；其續存之利率則依照轉期當日貴行牌告利率訂定；立約人如欲終止本存款自動轉期之約定，須於存款到期日前一日通知貴行。
7. The rule for renewal of mature time deposit (automatic renewal):
- (1) The Customer may apply for automatic renewal when opening the account. The Customer may also apply for renewal in writing or by other methods agreed by the Bank after opening the account.
- (2) The type, term and total terms of the deposit renewal shall be according to the latest rules announced by the Bank and the interest rate of renewed deposit shall be according to the interest rate on the renewal date posted by the Bank. The Customer shall inform the Bank of the termination of the agreement for automatic renewal at least one day prior to the maturity.
- 八、定期性存款存單之質借條件如下：
- （一）申請質借人限於原存款人。
- （二）辦理質借之營業單位限於原開發存單之營業單位。
- （三）質借期限最長不得超過原存單上所約定之到期日。
- （四）質借利率按存單利率加 1.5% 計息，質借額度按存單面額九成範圍內辦理為原則。
8. The conditions for collateral loan of the time deposit certificate are as follows:
- (1) The applicant of collateral loan shall be the original depositor.
- (2) The business unit handling the collateral loan shall be the business units issuing the deposit certificate.
- (3) The maximum term of the collateral loan shall not exceed the agreed maturity date specified on the original time deposit certificate.
- (4) The interest rate of the collateral loan shall be the interest rate of the time deposit plus 1.5% p.a. In principle, the loan amount shall be less than 90% of the face value of the time deposit certificate.
- 九、定期性存款利息之計算按日計息，本金乘年利率、天數，再除以三六五即得利息額。定期性存款種類為整存整付儲蓄存款及特種整存整付儲蓄存款之利息按月滾入本金。**
- 9. The interest for time deposit shall be calculated daily. The interest is calculated as: (principal amount x annual interest rate x number of days) ÷ 365. The types of time deposits are lump-sum savings deposits and special lump-sum savings deposits. The interest is rolled into the principal on a monthly basis.**
- 十、立約人存入定期性大額存款（大額存款之額度以貴行公告為準），選擇以機動利率存入者，遇貴行大額存款牌告利率調整時，依相同期別之大額存款牌告利率變動情形及下列方式分段計息：
- （一）如遇該期別大額存款牌告利率取消時，則自該期別大額存款牌告利率取消日起適用一般存款牌告機動利率。
- （二）如遇變更所訂大額存款額度時，自變更日起按其存款金額之大小分別適用貴行變更後之各

段大額存款牌告利率，惟若不再屬於大額存款時，則適用一般存款牌告利率計息。

(三)起存時無牌告大額存款機動利率，未到期前貴行新增大額存款牌告機動利率，仍依一般存款牌告機動利率計息。

10. Where the Customer makes a large time deposit (the amount of large time deposit will be published by the Bank from time to time) and chooses the fluctuant interest rate, the interest thereof shall, when the Bank adjusts the interest rate for large deposits, be calculated according to the adjusted interest rate with the same term and the followings:

- (1) If the interest rate with the same term is cancelled, the fluctuant interest rate of general deposit shall apply from the date when the interest rate of large deposit is cancelled.
- (2) If the amount of large deposit is changed, the interest rate after the change shall apply according to the deposit amount from the day of change. If the deposit is not qualified as the large deposit after the change, the interest rate of general deposit shall apply.
- (3) Where there is no fluctuant interest rate of large deposit posted by the Bank at the time when Customer makes the deposit but afterwards the Bank postes the fluctuant interest rate for large deposit, the fluctuant interest rate of general deposit shall apply.

十一、定期性存款到期前中途解約者，應於七日以前通知貴行，如未能於七日以前通知貴行者，經貴行同意後亦得受理，中途解約應將存款全部一次結清。

11. The Customer shall give the Bank with a seven day's prior notice in the event of early terminating the time deposit. Where the Customer is not able to give the Bank with a seven day's prior notice, the Bank may still agree to accept it. The deposit shall be cleared in lump sum upon early termination.

十二、定期性存款中途解約利息之計算：

(一) 未存滿一個月辦理中途解約者，不計付利息。

(二) 存滿一個月以上辦理中途解約者，其計息方式如下：

採固定利率計息之存款，按其實際存款期間（包括不足月零星日數，以下同）依下列規定單利計息。

1. 存滿一個月未滿三個月者，照貴行一個月期定期存款牌告利率八折計息。
 2. 存滿三個月未滿六個月者，照貴行三個月期定期存款牌告利率八折計息。
 3. 存滿六個月未滿九個月者，照貴行六個月期定期存款牌告利率八折計息。
 4. 存滿九個月未滿一年時，照貴行九個月期定期存款牌告利率八折計息。存滿一年未滿二年時，照貴行一年期定期存款牌告利率八折計息。
 5. 存滿二年以上時，照貴行二年期定期存款牌告利率八折計息。
- 前項各款牌告利率，以存入當日之牌告為準，但採機動利率計息之存款，在實際存款期間內，如遇貴行牌告利率調整，應同時改採新牌告利率分段計息。

12. The calculation of interest for early termination of time deposit is as below:

- (1) The interest shall not be accrued if the Customer terminates the time deposit within one month from making the deposit.
- (2) If the Customer terminates the time deposit one month or afterwards from making the deposit, the interest thereof shall be calculated as below:

The time deposit adopting fixed interest rate shall be calculated by ways of simple interest method according to the actual deposit period (including days less than one month, same as below):

- a. Deposit period is one month or more but less than three months: 80% of the time deposit board rate for one-month term announced by the Bank.
- b. Deposit period is three months or more but less than six months: 80% of the time deposit board rate for three-month term announced by the Bank.
- c. Deposit period is six months or more but less than nine months: 80% of the time deposit board rate for six-month term announced by the Bank.
- d. Deposit period is nine months or more but less than one year: 80% of the time deposit board rate for nine-month term announced by the Bank. Deposit period is one 1 year or more but less than two years: 80% of the time deposit interest rate for one-year term announced by the Bank.
- e. Deposit period is two years or more: 80% of the time deposit board rate for two-year term announced by the Bank.

Each board rate in the preceding paragraph shall be subject to the rate posted at the depositing date, provided that for the deposit adopting fluctuant interest rate and the Bank's board rate being adjusted during the actual depositing term, the new board rate will be adopted for calculating the interests thereafter.

十三、定期性存款逾期提取，其逾期利息按照提取日之貴行活期存款牌告利率折合日息單利計給。但該存款到期日至提取日期間，貴行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。定存到期日如為休假日，立約人於次一營業日提取本息時，均按該存款利率另給付休假日之利息，但在次二營業日提取時，除休假日按該存款利率給付利息外，次一營業日以後至提取日期間應照貴行活期存款牌告利率給付逾期利息。

13. In the event of the time deposit not being withdrawn on maturity, the interests shall be calculated at simple interest rate based on the Bank's demand deposit board rate on the date of withdrawal, provided that in the event of the Bank's demand deposit board rate being adjusted, the adjusted board rate will be adopted for calculating the interests

thereafter. When the maturity date of the time deposit is a non-working day, the interests for the non-working day at the interest rate of the deposit shall be paid when the Customer withdraws the principal and interests on the following business day. However, when the withdrawal is made on the second business day thereafter, apart from the interest payment calculated at the interest rate of the deposits for the non-business day, the interests for the period from the next business day to the date of withdrawal shall be paid according to the interest rate for demand deposit announced by the Bank.

十四、定期存款逾期轉期續存或逾期轉存定期儲蓄存款，如逾期一個月以內者，得自原到期日（遇假日得為次一營業日）起息，其到期未領之利息得併同本金轉存，新存款利率以轉存日牌告利率為準。採行機動利率者，比照上開規定辦理，如其繼續申請機動利率計息者，自轉存日起利率再行調整時，開始機動。

14. With respect to the matured time deposit renewed or transferred to time saving deposit within one month from the maturity, the interest not received may be renewed together with the principal, and the interest of the renewed or transferred time deposit shall be calculated from the original maturity date (or from the following business day if the original maturity date falls on a holiday) according to the posted interest rate on the renewal date. The renewal of time deposit adopting fluctuant interest rate shall be governed by the same regulations as set forth above. In the event that the fluctuant interest rate continuously applies to the renewed time deposit, the interest will be fluctuant from the adjustment after the renewal date.

十五、定期儲蓄存款逾期轉期續存或逾期轉存一年期以上之定期存款，如逾期二個月以內者，得自原到期日（遇假日得為次一營業日）起息，其到期未領之利息得併同本金轉存，新存款利率以轉存日之貴行牌告利率為準。採行機動利率者，比照上開規定辦理，如其繼續申請機動利率計息者，應自轉存日起利率再行調整時，開始機動。

15. With respect to the matured time saving deposit renewed or transferred to time deposit with the term no less than one year within two months from the maturity, the interest not received may be renewed together with the principal, and the interest of the renewed or transferred time deposit shall be calculated from the original maturity date (or from the following business day if the original maturity date falls on a holiday) according to the posted interest rate on the renewal date. The renewal of time saving deposit adopting fluctuant interest rate shall be governed by the same regulations as set forth above. In the event that the fluctuant interest rate continuously applies to the renewed time deposit, the interest will be fluctuant from the adjustment after the renewal date.

十六、定期儲蓄存款逾期轉存未滿一年之定期存款，如逾期一個月以內者，得自原到期日（遇假日得為次一營業日）起息，其到期未領之利息得併同本金轉存，新存款利率以轉存日之貴行牌告利率為準。採行機動利率者，比照上開規定辦理，如其繼續申請機動利率計息者，自轉存日起利率再行調整時，開始機動。

16. With respect to the matured time saving deposit transferred to time deposit with the term less than one year within one month from the maturity, the interest not received may be renewed together with the principal, and the interest of the renewed or transferred time deposit shall be calculated from the original maturity date (or from the following business day if the original maturity date falls on a holiday) according to the posted interest rate on the renewal date. The renewal of time saving deposit adopting fluctuant interest rate shall be governed by the same regulations as set forth above. In the event that the fluctuant interest rate continuously applies to the renewed time deposit, the interest will be fluctuant from the adjustment after the renewal date.

十七、逾期超過前三條規定期間之轉存，應自轉存日起息，其原到期日至轉存前一日之逾期利息，依照逾期提款之逾期息規定計給。

17. For the renewal beyond the terms provided in the preceding three articles, the interest of the time deposit shall be calculated from the renewal date. The interest from the original maturity date to the day prior to the renewal shall be paid according to the overdue interest of withdrawal after maturity.

十八、未到期定期存款如經法院或行政執行署依法強制執行，視為立約人辦理中途解約。

18. If the court or Administrative Enforcement Agency demands to compulsory enforcement by law on an unexpired time deposit, the Customer will be regarded as terminating the contract prematurely.

肆、新臺幣綜合存款約定條款

IV. New Taiwan Dollar Comprehensive Deposit Terms and Conditions

一、本存款存摺項下分設活期性存款（以下簡稱活存）、定期性存款（以下簡稱定存）及擔保放款，立約人應憑存摺與存、取款憑證或其他約定方式，辦理存、取款及貸款。

1. The bank book of NTD comprehensive deposit covers demand deposits (hereinafter referred to as demand deposit), time deposits (hereinafter referred to as time deposit), and collateral loan. The Customer deposit/withdraw the fund and apply for loans by presenting the bank book and filling in the deposit/withdrawal slip or by other agreed methods.

二、本存款項下之活存轉定存免由立約人出具約定原留印鑑。本存款項下之定存中途解約，由立約人憑原留印鑑臨櫃或依其他約定方式辦理。

2. The bank book of NTD demand deposit does not require the presentation of original seals by the Customer. If the Customer wishes to terminate the bank book of NTD demand deposit early, the Customer shall apply in person or via other contractual ways with the original seals.

- 三、立約人如欲變更轉存定存之儲存期間時，應以書面或依其他約定方式通知貴行。
3. The Customer shall notify the Bank in writing or through other agreed method if the Customer intends to change the period of re-deposit of the time deposit.
- 四、立約人為擔保本存款項下對貴行所負債務，約定在貴行所存存款項下之定存全部提供貴行設定質權，並同意不將本存款轉讓或設定質權予第三人，且以貴行存摺「定期存款明細」所載存款明細為定存憑據，貴行不另發給存單。
4. To secure the obligations to the Bank under the NTD comprehensive deposit, the Customer agrees that all the time deposits hereunder with the Bank made by the Customer is hereby pledged to the Bank and agrees not to transfer or pledge this deposit to any third party. The Customer also agrees that the deposit details shown on the "time deposit details" in the bank book shall serve as the evidence of the time deposit and that the Bank will not otherwise issue a deposit certificate.
- 五、倘立約人提領本存款項下活存金額或依另約委託貴行自立約人活存帳內自動撥付立約人（或立約人指定人）應付款項金額，致活存餘額不足支付時，請在設質之全部定存金額之約定成數範圍內准予陸續貸款支用，俟嗣後存入活存或定存到期解約轉入活存自動抵償。前項貸款金額悉依貴行活存所載之正確墊款金額為準，立約人不另行簽具貸款憑證。
5. If the balance of the demand deposits is insufficient for Customer's withdrawal or any payment which the Customer authorized the Bank to make on its behalf to the Customer (or the person designated by the Customer), the Bank may advance the withdrawal or the payment to the extent equal to the agreed percentage of the pledged time deposit. As the repayment, the Bank would automatically offset such withdrawal/payment from Customer's later deposit to the demand deposit or from the amount payable to the Customer's demand deposit when remitting the time deposit balance upon maturity or termination. The advanced amount in the preceding paragraph shall be according to the actual advanced amount specified in the demand deposit record of the Bank and the Customer would not otherwise execute a loan/advance certificate.
- 六、立約人所有本存款項下之定存，其孳生之利息授權貴行自動轉入活存，其到期時，如活存餘額為負數時，貴行得將該提供設質之定存自動解約轉入活存並自動抵償借款，倘立約人仍指示貴行對該定存之本金按原存款期限及種類自動轉期續存時，立約人應先清償貴行借款，否則，貴行得予拒絕。
6. The Customer authorizes the Bank to automatically transfer the interests accrued from all the time deposits under this NTD comprehensive deposit to demand deposits, e.g. when the demand deposit balance becomes negative, and if there is still advances made by the Bank upon maturity of the time deposit, the Bank may terminate the pledged time deposit directly and transfer such time deposit amount into demand deposits and automatically offset any borrowing. If the Customer otherwise instructs the Bank to automatically renew the time deposit based on the original deposit term and type or on separately agreed conditions, the Customer should first pay back all the borrowings from the Bank. Otherwise the Bank is entitled to reject such request.
- 七、本存款之貸款期限，不得超過該提供設質定存之到期日，惟該定存於到期時未有貴行墊款金額且未解約而自動轉期者，貸款期限得比照延長。
7. The deadline of collateral loans of this NTD comprehensive deposit cannot exceed the maturity date of the pledged time deposits, provided that if there is no advances of the Bank upon the maturity of the time deposits and the time deposit is automatically extended, the deadline of the loans can be extended accordingly.
- 八、本存款之貸款金額，以立約人提供設質定存金額之9成為額度，惟貴行認為必要時，得酌減其額度或停止貸款。本存款項下之貸款額如超過貸款額度時，立約人應立即將超逾額度償還，如經貴行通知後於二個月內仍未清償者，貴行得自動將該定存解約，以清償貸款本息、延遲利息、違約金及其他費用。
8. The collateral loan of this NTD comprehensive deposit shall be limited to 90% percentage of the pledged time deposits provided by the Customer, provided that, where the Bank deems necessary, the Bank may decrease the amount or cease to provide loans. If the collateral loan under this NTD comprehensive deposit exceeds the loan limits, the Customer shall promptly repay the exceeding loan amount. In the case that the Customer fails to repay with two months after being notified by the Bank, the Bank may automatically terminate the time deposit and offset the deposit against the principal and interests of the loan, default interests, penalty and other expenses.
- 九、本存款項下各種存款之利息，按貴行牌告利率計息；貸款利息按定存之利率逐筆加 1.5%計息。立約人有多筆不同利率之定期性存款而有質借需求時，優先動用較低利率之定期性存款，利率如相同，則以定存到期日較近者優先支用；其借款期限，不得超過該提供設質定存之到期日，並以立約人嗣後存入活存或定存到期轉入活存之款項優先償還較高利率之質借款。每月結息一次，由貴行運行自活存帳上扣抵。立約人倘不依期償還本借款或於本息合計超過限額，不立即償還超過數額，除願照違約時存單質借利率給付遲延利息外，其逾期六個月以內者另按上開利率百分之十，逾期六個月以上者另按上開利率百分之二十計算遲延違約金。
9. The interest of each deposit shall be subject to the interest rates announced by the Bank but loan interest shall be the interest rate of the time deposit plus 1.5%. In the event that the Customer has multiple time deposits with various interest rates and the demand for pledged borrowing, the Bank shall first utilize the time deposit with the lowest interest rate, or the earliest expiration (if the interest rates are the same). The loan period should not be longer than the expiration date of the pledged time deposit, and the demand deposit saved by the Customer or converted from the expired time deposit shall be first used to repay the loan with higher interest. The interest of the collateral loans shall be calculated each month and the Bank is entitled to deduct it from the demand deposit account. If the Customer does not timely repay such loan or the sum of interest and principal exceeding the cap amount, the Customer is willing to pay a delay interest calculated based on the interest rate of the loan with the pledged deposit as well as an

additional delay penalty accrued by 10% of the afore-mentioned interest rate for overdue within 6 months, and 20% of the afore-mentioned interest rate for overdue exceeding 6 months.

- 十、本存款項下定存之中途提取或定存之到期解約，應將存款全部一次結清，其利息之計算悉依照貴行新臺幣定期性存款約定條款規定及相關法令分別辦理。惟立約人不得逕行提領現款，須先經轉帳存入活存後，憑本存款存摺及取款憑證提現，期間有貸款時，須先抵償貸款利息。
10. Where the time deposit under this NTD comprehensive deposit is withdrawn during the term or is terminated upon maturity, the Customer shall clear the deposit in lump sum, and the calculation of interests shall be made in accordance with the Bank's NTD time deposit terms and conditions and the relevant regulations, provided that the Customer may not withdraw the funds directly but needs to transfer and deposit the funds into demand deposit and withdraw the funds by presenting the bank book of the deposit and the withdrawal slip. If there are loans in the interim, such deposit shall firstly be offset against the interests of the loans.
- 十一、倘立約人已申請本存款項下定存質借功能，若立約人有不良信用紀錄，或遭通報警示帳戶、法院扣押、強制執行者，貴行得酌減質借額度或停止質借。
11. If the Customer has applied for deposit collateral under this time deposit provision from the Bank and the Customer has a poor credit rating or the Bank receives a fraud alert, attachment by the court or compulsory enforcement, the Bank is entitled to lower or cancel the credit line of the customer.
- 十二、立約人終止本存款約定時，應先將貸款本息全部清償後始能終止之。
12. The Customer shall repay all the principal and interests of loans to the Bank before terminating the NTD comprehensive deposit terms and conditions.

伍、外匯一般性約定

V. General Agreement on Foreign Currency Transactions

一、利率

外匯存款利率，依存款幣別，按貴行牌告利率計息，如遇貴行外匯活期存款利率調整時，自調整日起改按貴行新牌告利率或另行約定之利率計付利息。

1. Interest Rate

The foreign currency deposit interest rate shall be subject to the interest rates of the respective currency posted by the Bank. Where the Bank adjusts its foreign currency interests rates for the demand deposit, the interest hereof shall be calculated according to the updated interest rates announced by the Bank from the adjustment date or otherwise agreed rate.

二、匯兌風險

各幣別之存款若因天災、地變、戰亂等不可抗力情事或外匯管制、原幣別喪失流通效力等其他不可歸責於貴行因素影響，致無法以約定之外匯存款幣別給付時，存戶同意貴行得以其他外國貨幣或新臺幣給付之。

立約人瞭解其就本帳戶所為之各項交易，係依其知識、經驗及獨立判斷所為，該匯兌風險由立約人自行承擔。

2. Exchange Risk

In the event that the deposit cannot be paid in the agreed foreign currency due to natural disaster, catastrophe, war and other force majeure or foreign currency control, lack of circulation of the original currency and other factors not attributable to the Bank, the Customer agrees that the Bank can instead pay in other foreign currency or in New Taiwan Dollar.

The Customer understands that each transactions is made on the basis of its knowledge, experience and independent judgment and the Customer shall bear the exchange risks associated therewith on its own.

陸、外匯活期/定期性存款約定條款

VI. Foreign Currency Demand/Time Deposit Terms and Conditions

外匯活期性存款約定事項

Foreign Currency Demand Deposit Terms and Conditions

- 一、立約人開立外匯活期存款帳戶時，應優先適用本約定事項，本約定事項未特別約定者，則適用一般約定條款。
1. This Foreign Currency Demand Deposit Terms and Conditions shall prevail for the matter in connection with the foreign currency demand deposit account opened by the Customer, however, those not provided in Foreign Currency Demand Deposit Terms and Conditions, the General Terms and Conditions will apply.
- 二、貴行得訂定外匯活期存款開戶最低金額及應計息之最低金額。本存款得交易之幣別及存提現鈔種類，以貴行公告為準。
2. The Bank may set the minimum amount for opening the foreign currency demand deposit account and the interest threshold thereof. The currency and types of withdrawal should be subject to the announcement of the Bank.
- 三、立約人得依需要，選擇由貴行發給存摺，帳戶進出應提示存摺及填寫存取款憑條，以存摺為立約人對帳依據；如立約人有無摺提款必要，應由立約人本人親自執行交易並於交易指示單上親簽或加蓋原留存印鑑，經貴行同意後方可辦理，但與貴行另有約定者，不在此限。
3. The Customer may choose to request the Bank to issue a passbook for the confirmation of any transaction if needed, and to present the passbook and fill out the deposit/withdrawal slip for any deposit/withdrawal. If the Customer has a need to withdraw without the passbook, the Customer shall sign or chop with the original seal left at the Bank on any trading instruction for the Bank's approval before processing any transaction, unless as otherwise agreed by the Bank.

四、一般活期存款起息金額及利息給付方式：

幣別	起息金額	幣別	起息金額
AUD	AUD 100	JPY	JPY 9,000
CAD	CAD 100	NZD	NZD 150
CHF	CHF 100	SEK	SEK 700
CNH	CNH 700	SGD	SGD 150
EUR	EUR 100	THB	THB 3,000
GBP	GBP 100	USD	USD 100
HKD	HKD 800	ZAR	ZAR 1,000

每日外匯活期存款餘額不滿貴行訂定應計息之最低金額者，概不計息，貴行並得依實際需要隨時調整之，且於生效日至少 60 日前於營業場所以顯著方式公告並登載於貴行網站。外匯活期存款餘額達應計息之最低金額者，日幣以元為計息單位，其餘外幣以分為計息單位。利息計算係以每日存款餘額(以貴行每日帳務劃分時點為切換點，並以該切換點之存款餘額為計息基數)先乘其年利率，再除以三六〇/三六五即得每日利息額，逢閏年亦同。(港幣、英鎊、新加坡幣、泰國幣及南非幣一年以三六五天計息，餘外幣幣別一年以三六〇天計息，逢閏年亦同。)每半年(六月廿日及十二月廿日)結算一次，並於結算日之次一營業日滾入本金。
存戶應繳納之存款利息所得稅，由貴行依法代為扣繳，凡合乎免予扣繳規定之立約人應辦妥相關手續，方可免除扣繳。

4. FX Demand Deposit Interest Payment and Minimum Deposit Amount on which the interest will accrue :

Currency	Minimum Deposit Amount on which the interest will accrue	Currency	Minimum Deposit Amount on which the interest will accrue
AUD	AUD 100	JPY	JPY 9,000
CAD	CAD 100	NZD	NZD 150
CHF	CHF 100	SEK	SEK 700
CNY	CNY 700	SGD	SGD 150
EUR	EUR 100	THB	THB 3,000
GBP	GBP 100	USD	USD 100
HKD	HKD 800	ZAR	ZAR 1,000

4.FX Demand Deposit Interest Payment and Minimum Deposit Amount on which the interest will accrue :

Where the balance of foreign currency demand deposit for each day does not reach the interest threshold provided by the Bank, the interest shall not be accrued. The Bank may adjust the interest threshold as necessary from time to time and the adjustment shall be announced on the Bank's business premise by an eye-catching method or publicized on the Bank's website at least 60 days prior to effective date. Where the FX demand deposit balance has reached the minimum amount to calculate interests, the unit of interest for JPY is Yuan, while other currencies is cent. The interest is calculated by multiplying the daily deposit balance (based on the deposit amount at the daily Account settlement point as the switch point) with the annual interest rate first, and then divided by 360/365. The interest calculation of the leap year is the same as above. (interests of the HKD, GBP, SGD, THB and ZAR deposits will be calculated based on 365 days per year and the interests of the rest types of the foreign currency will be calculated based on 360 days per year. So does for the leap year)

The interests of the foreign currency demand deposit shall be calculated semi-annually (June 20 and December 20) and will be calculated into the principal on the next business day after the settlement date.

The income tax for deposit interest which imposed on the Customer shall be withheld by the Bank according to the laws. The Bank shall withhold the tax for the Customer until the Customer complete the relevant procedures for tax exemption qualifications, if any.

五、立約人結清存款時，應持存摺或其他約定之方式及原留印鑑向貴行辦理銷戶或終止本約手續。

5. Where the Client wishes to settle the deposits, it shall present the bank book or by other agreed methods and the original specimen seal to close the account or terminate this Agreement with the Bank.

六、立約人對於所開立專供辦理證券款項收付之帳戶，嗣後凡辦理此帳戶一切業務往來時，應憑立約人於貴行已開立之任一臺、外幣存款有效帳戶所留存之往來印鑑辦理；如該留存印鑑約定僅供特定用途或特定業務使用者，貴行有權拒絕立約人之申請。另立約人申請提取及結清此帳

戶，仍須依第九款規定辦理。

6. The Client should provide the personal chop that he or she retained for any NTD or foreign deposit account at the Bank for any future business related to the money receipt and payment specifically for securities. If the said personal chop is agreed to be used only for particular use or specific business, the Bank has discretion to refuse the Client's application. If the Client applies to withdraw and close this account, Paragraph 9 still applies.
- 七、申請開立外匯活期無摺存款之立約人，茲同意貴行以雙方約定方式寄送交易對帳單證明立約人在貴行所辦理之外匯活期存款存取明細及存款餘額，免另簽發外匯活期存款存摺，惟貴行應於立約人之外匯活期無摺存款帳戶發生交易之次月寄送對帳單交立約人核對，若立約人當月未發生交易者，貴行得免寄送。立約人倘因故未接獲貴行所寄送之綜合對帳單，應於交易日後之次月底前向貴行申請補發，否則視同立約人已接獲貴行所寄送之對帳單。
7. The Customer applying for non-book foreign currency demand deposit agrees the Bank to send balance statement by agreed method to prove the details of the deposit and withdrawal transaction of the foreign currency demand deposit and the account balance, and no foreign currency demand deposit account book will be issued, provided that, the Bank shall send the balance statement to the Customer for verification in the following month of the transaction of the non-book foreign currency demand deposit. No monthly balance statement shall be sent to the Customer if the Customer does not have any transaction in a month. If the Customer does not receive the comprehensive balance statement sent by the Bank for any reason, the Customer shall apply to the Bank for re-issuance by the end of the month next to the month of the transaction, or otherwise it shall be deemed that the Customer has received the balance statement sent by the Bank.
- 八、申請開立外匯活期無摺存款之立約人，得選擇回復為外匯活期存款帳戶。惟立約人應自行至貴行申請核發外匯活期存款帳戶之存摺。
8. The Customer applying for non-book foreign currency demand deposit may select to resume as the foreign currency demand deposit account, provided that the Customer shall apply to the Bank in person for issuance of the account book of the foreign currency demand deposit account.

九、委託貴行自約定外匯活期存款帳戶轉撥交付應繳付證券公司款項之立約人，茲同意該外匯活期存款帳戶專供貴行辦理證券公司款項收付事宜，非經證券公司交付(1)蓋有其印鑑之轉帳清單，或(2)貴行受託代理轉帳資料媒體遞送單，或(3)其他徵得證券公司同意提領、結清之單據者，不得辦理款項提領及帳戶結清事宜。

9. The Client who entrusts the Bank to transfer payment to a securities company from an agreed foreign demand deposit account agrees that the foreign deposit account shall be used only for money receipt and payment with the securities company. For money receipt and payment with the securities company, unless the securities company provides (1) the account transfer list affixed with its chop, or (2) the list of data transfer from the Bank, or (3) other receipts of withdrawal and account closure approved by securities companies, the Bank shall not handle withdrawal and account closure matters.

外匯定期性存款約定事項

Foreign Currency Time Deposit Terms and Conditions

- 一、立約人開立外匯定期存款帳戶時，應優先適用本約定事項，本約定事項未特別約定者，則適用外匯活期性存款約定事項及一般約定條款。
1. This Foreign Currency Time Deposit Terms and Conditions shall prevail for the matter in connection with the foreign currency time deposit account opened by the Customer, however, those not provided in Foreign Currency Time Deposit Terms and Conditions, the General Terms and Conditions will apply.
- 二、開立外匯定期存款帳戶立約人得申請不開立定期存款存單，以開立確認書代替存單。並同意貴行以雙方約定方式寄送交易對帳單證明立約人在貴行所辦理之定期存款交易明細及餘額。
2. The Customer who opens a foreign exchange time deposit account may apply for "waiver of certificate of deposit" and issue a confirmation to replace the certificate of deposit, and shall agree that the Bank inform the Customer of transaction details and balances based on the agreed delivery method(s) to evidence the time deposit transactions with the Bank and the balances.
- 三、外匯定期性存款利息之計算
- (一)按日計算利息，即以本金乘以年利率，再除以三六〇/三六五即得每日利息額，並於到期時將累計的利息金額交付立約人。**
- (二)指定到期日定期性存款，照其實際存款期間足月部分之貴行已掛牌期別之利率依實際存款期間按日計息。如無該期別之牌告利率，則依較低期別牌告利率計息。**

3. Interest calculation of the foreign currency time deposit

- (1) Calculated on a daily basis and the daily interest amount is equal to the principal being multiplied by the annual interest rate, and divided by 360/365. The accrued interest will be paid to the Customer upon expiration.**
- (2) With respect to the time deposit with designated maturity date, the interest shall be based upon the actual deposit term and calculated according to the interest rate with the same month term posted by the Bank on a daily basis. If the interest rate of such month term is not available, the interest shall be calculated according to the closest month term posted by the Bank.**

四、外匯定期性存款最低存入金額 Minimum Deposit Amount for FX Time Deposit:

幣別 Currency	最低存入金額 Minimum Deposit Amount	幣別 Currency	最低存入金額 Minimum Deposit Amount
AUD	AUD 1,000	JPY	JPY 100,000
CAD	CAD 1,000	NZD	NZD 1,000

CHF	CHF 1,000	SEK	SEK 10,000
CNH	CNH 5,000	SGD	SGD 1,000
EUR	EUR 1,000	THB	THB 30,000
GBP	GBP 1,000	USD	USD 1,000
HKD	HKD 10,000	ZAR	ZAR 10,000

五、外匯定期性存款期間依存單正面所載、確認書或存款憑條約定為準。

5. The period of the foreign currency time deposit is subject to the terms and conditions set forth on the front side of the deposit certificate, confirmation letter or the deposit slip.

六、外匯定期性存款解約時，憑貴行所簽發之「外匯定期存款」存單、確認書或貴行支出傳票加蓋約定所留存之印鑑予以提領。

如遇結售為新臺幣時並須依中央銀行訂定之「外匯收支或交易申報辦法」及相關規定辦理。

6. Where the foreign currency time deposit is terminated, the withdrawal shall be by way of presenting the deposit certificate of the "foreign currency time deposit" issued by the Bank, confirmation letter or disbursement slip affixed the specimen seal filed with the Bank.

The settlement requires to convert the foreign currency into NTD, the parties agree to comply with the "Regulations Governing the Declaration of Foreign Currency Receipts and Disbursements or Transactions" promulgated by the Central Bank of Republic of China (Taiwan) and the relevant regulations..

七、外匯定期性存款到期前續存（自動轉期）辦法：

(一)立約人在開戶時可同時申請到期時自動轉期續存，開戶後亦可以書面或其他貴行同意之方式申請到期時轉期續存。

(二)外匯定期存款經立約人申請自動轉期續存時，立約人不得申請變更續存期限、次數及總存款期限。外匯定期性存款續存之利率則依照轉期當日貴行牌告利率訂定；立約人如欲終止本存款自動轉期之約定，須於存款到期日前一日通知貴行。

7. The provisions for the renewal (automatic renewal) of the foreign currency time deposit prior to the maturity:

(1) The Customer may, at the time of account opening, simultaneously apply for the automatic renewal upon maturity. It is also doable to apply for the automatic renewal in writing or other ways agreed by the Bank after the account is opened.

(2) When the Customer applies to auto renew the FX time deposit, the Customer may not apply to change the term, frequency and overall period of the deposit. The interest rate of the renewed FX time deposit shall be the Bank's board rate on the renewal date. Where the Customer wishes to terminate the provisions of the automatic renewal of this deposit, it shall inform the Bank by the day prior to the maturity date of the deposit.

八、外幣定期性存款之質借條件如下：

(一) 申請質借人限於原存款人。

(二) 辦理質借之營業單位限於貴行指定之營業單位。

(三) 質借期限最長不得超過原定期性存款上所約定之到期日。

(四) 貸款幣別以原外幣定期性存款幣別為限，並依定期性存款幣別撥貸入原存款人之外匯活期存款帳戶後，客戶再自行運用；質借金額不得兌換為新臺幣。

(五) 質借利率按定期性存款利率加 1.5% 計息，質借額度按定期性存款金額九成範圍內辦理為原則。

8. The conditions for collateral loan of the foreign currency time deposit are as follows:

(1) The applicant of collateral loan shall be the original depositor.

(2) The business unit handling the collateral loan shall be the business units specified by the Bank.

(3) The maximum term of the collateral loan shall not exceed the agreed maturity date specified on the original time deposit.

(4) The currency type of the collateral loan is limited to the original currency type of the foreign currency deposit, and the Customer may not utilize discretionarily the loan proceeds until the amount is remitted into Customer's foreign currency demand deposit account. The borrowing amounts of the collateral loan can not be converted into NTD.

(5) The interest rate of the collateral loan shall be the interest rate of the time deposit plus 1.5% p.a. In principle, the loan amount shall be less than 90% of the face value of the time deposit.

九、外匯定期性存款得到期一次提取本息或按月支付利息到期領取本金。定期性存款如立約人中途解約或未授權貴行於到期日代辦轉期續存，其中途解約或逾期部分照後述第十、十一、十二條之規定計算支付利息。

9. With respect to the foreign currency time deposit, the principal and interest may be withdrawn entirely at one time, or the principal may be withdrawn upon maturity and interest may be received monthly. If the Customer early terminates the time deposit, or the Customer does not authorize the Bank to renew the agreement upon maturity, the interest, with respect to the early termination and the period after maturity, shall be calculated according to the succeeding Articles 10, 11 and 12.

十、外匯定期性存款到期前中途解約者，應於七日以前通知貴行，如未能於七日以前通知貴行者，

經貴行同意後亦得受理，中途解約應將存款全部一次結清。

10. The Customer shall give the Bank with a seven day's prior notice in the event of early terminating the foreign currency time deposit. Where the Customer is not able to give the Bank with a seven day's prior notice, the Bank may still agree to accept it. The deposit shall be cleared in lump sum upon early termination.

十一、定期性存款中途解約利息之計算:

(一) 未存滿一個月辦理中途解約者，依活期存款牌告利率計息並扣除二成利息金額。

(二) 存滿一個月以上辦理中途解約者，其計息方式如下：

按其實際存款期間（包括不足月零星日數，以下同）依下列規定按日單利計息，溢付利息部分，逕自解約本金中扣還。

1. 存滿一個月未滿三個月者，照貴行一個月期外匯定期存款牌告利率計息並扣除二成利息金額。

2. 存滿三個月未滿六個月者，照貴行三個月期外匯定期存款牌告利率計息並扣除二成利息金額。

3. 存滿六個月未滿九個月者，照貴行六個月期外匯定期存款牌告利率計息並扣除二成利息金額。

4. 存滿九個月未滿一年時，照貴行九個月期外匯定期存款牌告利率計息並扣除二成利息金額。

前項各款牌告利率，以存入當日之牌告為準，但未存滿一個月辦理中途解約者，在實際存款期間內，如遇貴行外匯活期牌告利率調整，應同時改採新牌告利率分段計息。

11. The calculation of interests for early terminating the time deposit:

(1) The interest shall be accrued based on the demand deposit board rate if the Customer terminates the time deposit within one month from making the deposit and 20% of the interest shall be deducted.

(2) If the Customer terminates the time deposit after one month or thereafter from making the deposit, the interest thereof shall be calculated as below:

The time deposit shall be calculated daily based on the actual deposit period (applicable to the circumstance where actual deposit days are less than one month) according to the following rules. The overpaid interests may be directly deducted from the principals upon termination.

a. Deposit period is one month or more but less than three months: FX time deposit board rate for one-month term announced by the Bank, deducting 20% of interest amount.

b. Deposit period is three months or more but less than six months: FX time deposit board rate for three-month term announced by the Bank, deducting 20% of interest amount.

c. Deposit period is six months or more but less than nine months: FX time deposit board rate for six-month term announced by the Bank, deducting 20% of interest amount.

d. Deposit period is nine months or more but less than one year: FX time deposit board rate for nine-month term announced by the Bank, deducting 20% of interest amount.

十二、Each board rate in the preceding paragraph shall be subject to the rate posted at the depositing date, and in the event of early termination within one month from depositing while the Bank's foreign currency demand deposit board rate being adjusted during the actual depositing term, the new board rate shall be adopted for calculating the interests thereafter. 外匯定期存款逾期續存處理，於存期屆滿後一定期間內(目前貴行規定為存期達一個月以上為一個月內、存期未達一個月則為其實際存期)，得隨時依立約人指示辦理續存，並得於原外匯定期存款之本利和金額範圍內，以轉存日之外匯存款牌告利率溯自原到期日(遇假日得延至次一營業日)起息。

12. To renew the foreign currency time deposit after maturity, the Bank may process the renewal upon the Customer's instruction at any time within a specified period from the maturity of the deposit term (according to the Bank's current stipulation, for deposit more than one month it is regarded as one month, and for deposit less than one month, the period refers to the actual deposit period), and, within the scope of the sum of the principal and interests accrued of the original foreign currency time deposit, the interest of the renewed foreign currency time deposit may be calculated from the original maturity date according to the foreign currency board rate on the renewal date (or the following business day if the renewal date falls on a holiday).

十三、外匯定期性存款逾期提領，其逾期利息按照提取日之貴行外匯活期存款牌告利率折合日息單利計給。但該存款到期日至提取日期間，貴行外匯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。定存到期日如為休假日，立約人於次一營業日提取本息時，均按該存款利率另給付休假日之利息，但在次二營業日提取時，除休假日按該存款利率給付利息外，次一營業日以後至提取日期間應照貴行活期存款牌告利率給付逾期利息。

13. In the event of the foreign currency time deposit not being withdrawn on maturity, the interests shall be calculated at simple interest rate based on the Bank's foreign currency demand deposit board rate on the date of withdrawal, provided that in the event of the Bank's foreign currency demand deposit board rate being adjusted, the adjusted board rate will be adopted for calculating the interests thereafter. When the maturity date of the time deposit is a non-working day, the interests for the non-working day at the interest rate of the deposit shall be paid when the Customer withdraws the principal and interests on the following business day. However, when the withdrawal is made on the second business day thereafter, apart from the interest payment calculated at the interest rate of the deposits for the non-business day, the interests for the period from the next business day to the date of withdrawal shall be paid according to the interest rate for demand deposit announced by the Bank.

十四、立約人將本定期性存款設定質權予第三人須經貴行同意使得為之。

14. It is subject to the Bank's consent if the Customer intends to pledge the time deposit to a third party as security.

國際金融業務分行（OBU）外匯存款約定事項

Offshore Banking Unit (OBU) Foreign Currency Deposit Provisions

一、依國際金融業務條例規定，OBU 辦理外匯存款不得收受外幣現金，亦不得以外匯存款兌換為新臺幣提取。

1. According to Offshore Banking Act, OBU may neither accept foreign currency in cash when accepting foreign currency deposits nor allow the withdrawal of foreign currency deposits in NTD.

二、立約人開立 OBU 存款帳戶時，應優先適用本約定事項，本約定事項未特別約定者，則適用外匯活期/定期性存款約定條款、外匯綜合存款約定條款、一般約定條款及主管機關相關法令規定。

2. These terms and conditions shall apply to the OBU deposit account opened by the Customer in priority. Where it is not particularly stipulated in these terms and conditions, the foreign currency demand/time deposit terms and conditions, foreign currency comprehensive deposit account terms and conditions, the general terms and conditions and the relevant regulations of the competent authorities will apply.

柒、外匯綜合存款約定條款

VII. Foreign Currency Comprehensive Deposit Terms and Conditions

一、本存款存摺項下分設外匯活期存款（以下簡稱外活存）、外匯定期存款（以下簡稱外定存）及擔保放款（以下簡稱質借），立約人應憑存摺與存、取款憑證或其他約定方式，辦理存、取款及質借。本存款之活期性存款、定期性存款之戶名應為同一名義，如遇結購/結售為新臺幣時並須依中央銀行訂定之「外匯收支或交易申報辦法」及相關規定辦理。

1. The bank book of foreign currency comprehensive deposit covers foreign currency demand deposit ("FX Demand Deposit"), foreign currency time deposit ("FX Time Deposit"), and collateralized loan ("Pledged Borrowing"). The Customer shall conduct deposit/withdraw/Pledged Borrowing by presenting the bank book and filling in the deposit/withdraw slip, or by the agreed methods. The demand deposit account and the time deposit account hereof shall be under the same account name, and the settlement of purchase/sale into NTD shall be processed in accordance with "Regulations Governing the Declaration of Foreign Currency Receipts and Disbursements or Transactions" promulgated by the Central Bank of Republic of China (Taiwan) and the relevant regulations.

二、立約人開立外匯綜合存款帳戶時，應優先適用本約定條款，本約定條款未特別約定者，則適用外匯活期/定期性存款約定條款及一般約定條款。

2. This Foreign Currency Comprehensive Deposit Terms and Conditions shall prevail for the matter in connection with the foreign currency comprehensive deposit account opened by the Customer, however, those not provided in Foreign Currency Comprehensive Deposit Terms and Conditions, the Foreign Currency Demand/Time Deposit Terms and Conditions and General Terms and Conditions will apply.

三、本存款項下外定存轉存，由立約人免憑原留印鑑臨櫃或依其他約定方式通知貴行辦理；本存款項下外定存解約方式，由立約人憑原留印鑑臨櫃或依其他約定方式通知貴行辦理。貴行得依存取款條記載事項先行辦理記帳作業，再行補登外匯存款存摺。

3. The transfer of the FX Time Deposit under this comprehensive deposit will be processed upon Customer's application over the counter without showing the original specimen seal filed with the Bank or by other agreed methods. The termination of the FX Time Deposit under this comprehensive deposit will be processed upon Customer's application over the counter by showing the original specimen seal filed with the Bank or by other agreed methods. The Bank may record such deposit/withdrawal based on the information indicated on the deposit/withdrawal slip and then update the account in the foreign currency bank book.

四、立約人如欲變更轉存定存之儲存期間時，應以書面或依其他約定方式通知貴行。

4. The Customer shall notify the Bank in writing or through other agreed method if the Customer intends to change the period of re-deposit of the FX Time Deposit

五、立約人為擔保本存款項下對貴行所負債務，約定在貴行所存存款項下之外定存全部提供貴行設定質權，並同意不將本存款轉讓或設定質權予第三人，且以貴行存摺「外匯定期存款明細」所載存款明細為外定存憑據，貴行不另發給存單。

5. To secure the obligations to the Bank under the foreign currency comprehensive deposit, the Customer agrees that all FX Time Deposits hereunder with the Bank made by the Customer is hereby pledged to the Bank and agrees not to transfer or pledge FX Time Deposit to any third party. The Customer also agrees that the deposit details shown on the "FX Time Deposit details" in the bank book shall serve as the evidence of the time deposit and that the Bank will not otherwise issue a deposit certificate.

六、立約人所有本存款項下之外定存，事前未約定自動續存者，其到期時，貴行得自動解約轉入外活存，倘立約人另有指示貴行對該外定存按原存款期限及種類或另行約定之條件下自動轉期續存，則依該指示辦理該續存之外定存，並仍繼續提供貴行設定質權作為貸款擔保。

6. Where the Customer does not agree to automatically renew the FX Time Deposit under this deposit in advance, the Bank may automatically terminate and transfer it into the FX Demand Deposit. Where the Customer otherwise instructs the Bank to automatically renew the FX Time Deposit based on the original deposit term and type or on the separately agreed conditions, the Bank shall process the renewal of the FX Time Deposit upon such instruction, and the FX Time Deposit will continue to be provided and pledged to the Bank as security of the collateral loans.

七、本存款項下外定存之中途提取或外定存之到期解約，應將存款全部一次結清，其利息之計算悉

依照貴行外幣定期性存款約定條款規定及相關法令分別辦理。惟立約人不得逕行提領，須先經轉帳存入外活存後，憑本存款存摺及取款憑證提款，期間有質借者，需先抵償質借利息。

7. Where the FX Time Deposit under this foreign currency comprehensive deposit is withdrawn during the term or is terminated upon maturity, the Customer shall clear the deposit in lump sum, and the calculation of interests shall be made in accordance with the Bank's foreign currency time deposit terms and conditions and the relevant regulations, provided that the Customer may not withdraw the funds directly but needs to transfer and deposit the funds into FX Demand Deposit and withdraw the funds by presenting the bank book of the deposit and the withdrawal slip. Interest accrued on the Pledged Borrowing, if any, shall first be offset by such funds.

八、立約人已申請本存款項下定存質借功能設定者，則該帳戶內之所有存款幣別均得為質借幣別。如因立約人提領本存款項下之活存金額而致活存餘額不足以支付時，貴行得視立約人提領活存之幣別，在立約人存於本存款項下該幣別外匯定存金額之貴行規定成數範圍內(目前為九成)准予陸續質借支用。質借金額悉依貴行活存所載之正確質借金額為準，立約人不另行簽具貸款憑證。惟質借金額不得兌換為新臺幣。

8. When the Customer has applied for setting pledges for borrowing under this deposit, all the currencies in this account will be available for pledges. If the Customer makes withdrawal from demand deposit, which results in insufficient funds for payment, the Bank may, depending on the withdrawn currency in the demand account by the Customer, allow the Customer to conduct Pledged Borrowing within the maximum percentage (currently 90%) of such foreign currency amount under time deposit of the Customer. The amount of Pledged Borrowing shall be based on the correct amount recorded under the demand deposit in the Bank. The Customer will not separately sign a written loan certificate, provided that the Pledged Borrowing amount may not be converted into New Taiwan Dollars.

九、質借利息按綜合定期存款利率逐筆加 1.5% 計息，並以利率較低者優先支用，並按每日質借款項最高金額計算積數。每月結息一次，由貴行逕自就該提領幣別之活存帳內扣抵。不足者視同立約人質借相當於該不足之金額(即滾入質借本金)。

9. The accrued interest on Pledged Borrowing is calculated by the interest rate of comprehensive time deposit plus an additional 1.5%. The Bank will calculate the product based on the highest amount of the daily-pledged amount and settle once per month to deduct from the demand deposit of such withdrawn currency directly. Insufficient funds will be deemed as the Pledged Borrowing amount owed by the Customer (i.e. consolidated into the Pledged Borrowing principal)

例：某甲質借美元 50,000 元，於質借時有效美元定期存款為二筆，分別為年息 2.0%，本金美元 50,000 元之一年期定期存款及年息 1.2%，本金 30,000 元之六個月定期存款，其質借利率為：美元 27,000(30,000 X 90%) 適用利率為 2.7%(1.2%+1.5%)、其餘美元 23,000 適用利率為 3.5%(2.0%+1.5%)

e.g. A made a Pledged Borrowing of USD 50,000. Upon the Pledged Borrowing there are 2 valid USD time deposits, one is 1-year time deposit of US\$50,000 principal with a 2.0% interest rate p.a. and the other is 6-month time deposit of US\$30,000 principal with 1.2% p.a.). The interest rate for the Pledged Borrowing is 2.7% (1.2%+1.5%) for US\$27,000 (30,000 X 90%), and 3.5% (2.0%+1.5%) for the remaining US\$23,000.

十、本存款項下之質借款項如超過貴行規定成數內時，立約人當立即償還，如經貴行通知後於二個月內仍未清償者，貴行得將該定存解約，以清償貸款本息、延遲利息、違約金及其他費用。

10. If the Pledged Borrowing amount under this deposit exceeds the maximum percentage prescribed by the Bank, the Customer shall immediately repay the excess amount thereof within 2 month after receipt of Bank's notice. Should the Customer fail to do so, the Bank may terminate the time deposit for repayment of the principal and accrued interest, delay interest, default payment and other expenses.

十一、立約人倘不依期償還本借款或於本息合計超過限額，不立即償還超過數額，除願照違約時存單質借利率給付遲延利息外，其逾期六個月以內者另按上開利率百分之十，逾期六個月以上者另按上開利率百分之二十計算遲延違約金。

11. If the Customer does not timely repay such loan or the sum of interest and principal exceeding the cap amount, the Customer is willing to pay a delay interest calculated based on the interest rate of the loan with the pledged deposit as well as an additional delay penalty accrued by 10% of the afore-mentioned interest rate for overdue within 6 months, and 20% of the afore-mentioned interest rate for overdue exceeding 6 months.

十二、綜合定期存款已動用質借額度者，則該筆綜合定期存款到期授權 貴行辦理自動解約結清，不得自動轉期續存，已動用質借額度幣別之綜合定期存款亦不適用 貴行外匯定期存款逾期續存相關規定。

12. If the Pledged Borrowing facility under the comprehensive time deposit has been drawn down, the Customer hereby authorizes the Bank to carry out automatic termination and settlement upon maturity of such comprehensive time deposit, and roll-over renewal may not be available upon maturity. Regulations governing renewal of FX time deposit after maturity does not apply to the comprehensive time deposit of the currency where the Pledged Borrowing has been drawn down.

十三、本存款之質借期限，不得超過該提供設質定存之到期日，並約定嗣後存入綜活存或任何一筆綜定存到期轉入綜活存之款項優先自動抵償之。

13. The tenor of the Pledged Borrowing shall be no longer than the term of such time deposit being pledged. Any deposit saved into the comprehensive demand deposit account or any time deposit expired and transferred into the comprehensive demand deposit

account will be automatically used to offset such Pledged Borrowing.

十四、立約人終止本存款約定時，應先將質借本息全部清償後始能終止之。

14. The Customer shall fully repay the principal and accrued interest on the Pledged Borrowing prior to termination of this Deposit Agreement

捌、支票存款約定條款

VIII. Check Deposit Terms and Conditions

一、一般約定條款

1. General Terms and Conditions

(一) 名詞定義：

(1) Definitions

1. 「退票」：指金融業者對於提示之票據拒絕付款，經填具退票理由單，連同票據，退還執票人之謂。
 - a. "Dishonor" means a financial institution that refuses to honor an instrument upon the presentation, and after preparing a memo stating the reason for rejection, returns the instrument, together with the above mentioned memo, to the holder of the instrument.
2. 「清償贖回」：指對於存款不足、發票人簽章不符、擅自指定金融業者為本票之擔當付款人或本票提示期限經過前撤銷付款委託等理由所退票據及其退票理由單，由支票存款戶以清償票款等消滅票據債務之方法予以贖回之謂。
 - b. "Redemption by Payment" means, in relation to an instrument rejected for reasons such as insufficient funds, incorrect affixing of signature/chop, appointing a financial institution as paying agent of a promissory note without such institution's prior consent or withdrawal of the payment instruction before the expiry of the relevant presentation period of a promissory note, the redemption of such instrument and the accompanying reason for rejection by the depositor of the check deposit account by way of a payment in the amount of such instrument to discharge the debt of the instrument owed thereon.
3. 「提存備付」：指存款不足退票後，支票存款戶將票款存入辦理退票之金融業者，申請列收「其他應付款」帳備付之謂。
 - c. "Deposit for Payment" means, after the Dishonor of a check due to insufficient fund, the placement of deposit by the depositor of the check deposit account with the financial institution which Dishonored such check of a sum in the amount of such Dishonored check for the purpose of applying such deposit to "other payables" in a sundry account.
4. 「重提付訖」：指退票後重新提示，於支票存款帳戶或其他應付款帳戶內付訖之謂。
 - d. "Payment under Re-presentation" means, upon re-presentation of a Dishonored check, payment from either the relevant check deposit account or other payable in a sundry account.
5. 「註記」：指支票存款戶如有退票紀錄、清償贖回或其他涉及其票據信用之事實時，由票據交換所予以註明，備供查詢之謂。
 - e. "Record" means that in case the depositor of the check deposit account has a record of Dishonor, Redemption by Payment or any facts that relate to the creditworthiness of him/her, the record made by the Bills Clearing House (票據交換所) for inquiries.
6. 「終止擔當付款人之委託」：指金融業者終止受託為支票存款戶所簽發本票之擔當付款人之謂。
 - f. "Termination of Capacity as Paying Agent" means the termination by a financial institution of its capacity to act as paying agent for any promissory notes drawn by the depositor of the check deposit account.
7. 「拒絕往來」：指金融業者拒絕與票據信用紀錄顯著不良支票存款戶為支票存款往來之謂。
 - g. "Rejection of Account Relationship" shall mean refusal by a financial institution to handle transactions through a check deposit account regarding which the depositor thereof has a material bad record on creditworthiness.

(二) 立約人申請使用支票，應遵照中華民國銀行商業同業公會全國聯合會公佈之「支票存款戶處理規範」之規定辦理。

(2) The Customer should abide by "Rules of Using Check Deposit" promulgated by the National Business Associations of R.O.C. when applying for checks from the Bank.

(三) 立約人開戶時，應填具基本資料、留存印鑑樣式及票據領取證交付貴行，經貴行向票據交換所查詢立約人之票據信用情形，並認可後發給空白票據。基本資料或印鑑資料如有變更，立約人應即書面通知貴行，如擬變更印鑑，立約人須重新留存印鑑樣式。

立約人如為法人戶，其名稱或負責人變更，而未依前項約定辦理時，於貴行發現該項情事並通知立約人辦理變更手續，逾一個月未辦理者，貴行得終止支票存款往來契約，並通知立約人結清帳戶。

(3) The Customer shall complete the basic information, provide the specimen seal and the instrument receipt certificate, and deliver to the Bank upon opening the check deposit account. The Bank, subject to making inquiries with the Bills Clearing House as to the credit history of the Customer, will deliver the blank instruments to the Customer upon

ratification.

Where there is any change to the information on the basic information or the specimen seal, the Customer shall immediately notify the Bank in writing. If the Customer intends to change his/her seal, he/she shall provide the new specimen seal.

Where the Customer is a juridical person and its name or responsible person has been changed without processing in accordance the preceding paragraph, the Bank may notify the Customer to process the changing procedure upon discovery of such fact. Where the Customer does not process it within one month, the Bank may terminate the check deposit relationship agreement and notify the Customer to close the account.

- (四) 立約人經貴行同意開立支票存款戶時，由貴行發給空白支（本）票簿。
立約人申領空白支（本）簿應繳付之工本費，授權貴行由本人支票存款帳戶內之存款扣繳。
- (4) Upon the Bank agrees on the opening of the check deposit account by the Customer, the Bank will issue a blank check (promissory note) book to the Customer.
The Customer shall pay for the fee for receiving the blank check (promissory note) book by authorizing the Bank to deduct such fee from the deposit of the Customer's check deposit account.
- (五) 存入之款項除現金外，經貴行認可之票據及有價證券等亦得存入，存入後由貴行在送款簿存根上加蓋收訖戳並蓋章。存入前項票據及有價證券時，非經貴行收妥款項以前，貴行不予支付，倘發生退票及糾葛情事，致未能收取票款時，所有先前入帳票款，不論由立約人自行存入或由第三人代為存入，貴行得逕自該帳戶內扣除。另該票據及有價證券未獲付款，立約人應自行追償之，就該退票，貴行並無代辦票據權利保全手續之義務。
- (5) In addition to cash, the instruments and the securities ratified by the Bank may also be deposited into the check deposit account and the Bank will affix the seal and apply chop on the receipt slip of the deposit slip book. Upon depositing the aforesaid instruments and securities, the Bank will not make the payment until the receipt of the funds thereof. If there is Dishonor of any instruments or any disputes that results in the failure to receive the amount of the instruments, the Bank may deduct directly the same amount of the instrument amount previously saved from the check deposit account whether or not the deposit was made by the Customer himself/herself or by a third party. In addition, the Customer shall seek for the payments under the instruments and securities not being paid on its own. For such Dishonor, the Bank does not have the obligation to process the preservation procedures of the rights under the instrument for the Customer.
- (六) 由貴行營業單位或同業匯來款項或由第三人存進款項，其因誤寫帳號、戶名、金額、操作錯誤或電腦設備故障等原因，致發生誤入存戶帳內或溢付情事者，一經發覺，貴行當立即追還並更正之，如存戶帳內不足沖還，存戶應即返還之。
- (6) In case the funds remitted by the business units of the Bank or other financial institutions are mis-deposited into the Customer's account, or it occurs any overpaid situation due to the errors on the account number, account name, amount, operational mistakes or reasons such as malfunction of the computer facility, the Bank shall seek for the return and make correction immediately upon awareness. If the funds in the Customer's account are not sufficient for deduction, the Customer shall return the rest of the funds immediately.
- (七) 立約人取款時，須開具貴行發給之票據，並於該票據上簽蓋原留簽章式樣，或利用自動化設備取款，如設立代理人時亦同。若書面委託貴行逕自該帳戶內扣款支付特定項目者，其效力與簽發支票相同。
- (7) The Customer shall withdraws the funds by drawing the instrument received from the Bank with applying/signing the specimen chop/signature on such instrument, or withdraw the funds through the automatic facilities, which are also applicable to the agent of the Customer, if any. Where the Customer engages with the Bank in writing to deduct the funds from such account for the payment of specified items, the effectiveness thereof is the same as drawing a check.
- (八) 第三人偽造、變造立約人留存貴行印鑑之印章而偽造票據，或變造、塗改立約人之票據，貴行如已盡善良管理人之注意義務，仍不能辨認時，貴行不負賠償之責。
第三人未經授權，使用立約人留存貴行印鑑之印章而偽造票據，貴行憑留存印鑑付款，除有惡意或重大過失外，不負賠償之責。
立約人之票據遺失、被竊，在依法辦理掛失止付前，除貴行明知其情事而仍付款外，貴行不負賠償之責。立約人之票據被詐騙，在貴行接獲法院之票據假處分執行通知前，貴行憑票付款，不負賠償之責。
- (8) In the event that a third party forges or alters an registered chop with the Bank so as to forge the instrument or to alter or change the instrument drawn by the Customer, and if the Bank acts with the duty of a good administrator but still can not identify it, the Bank will not be responsible for the indemnification.
In the event a third party uses the Customer's chop registered with Bank without authorization to forge an instrument and the Bank makes the payment based on the registered seal, the Bank will not be responsible for any loss unless it has malice or gross negligence.
In the event the instrument of the Customer is lost or stolen, the Bank will not be responsible for any loss occurred until the instrument is reported for loss and stopped payment in accordance with laws, unless the Bank is aware of the situation and still makes the payment. In the event the Customer suffers a instrument fraud and the Bank makes the payment based on the instrument before it has received an instrument enforcement of provisional injunction from the court, the Bank will not be responsible for any loss arisen therefrom.

- (九) 立約人或執票人如以支票申請保付時，貴行即由立約人帳內照數付出。
- (9) The Bank should make payment with the amount that the Customer or voucher holder requests upon inquiry.
- (十) 立約人同意貴行以票據交換所為彙整退票紀錄及拒絕往來資料處理中心，並同意該所將存戶之退票紀錄、被列為拒絕往來戶及其他有關票據信用之資料，提供予他人查詢。
- (10) The Customer agrees that the Bank may use the Bills Clearing House as the data processing center for the Dishonor records and the Rejection of Account Relationship and agrees to provide its Dishonor records, Rejection of Account
- (十一) 立約人同意貴行將存款之開戶日期、存款不足退票及註銷退票紀錄、撤銷付款委託紀錄暨其他相關資料，依有關主管機關之規定，提供他人查詢外，並同意提供予財團法人金融聯合徵信中心建檔，財團法人金融聯合徵信中心得將建檔資料提供予其會員金融機構查詢。
- (11) The Customer agrees that the Bank is entitled to disclose the information related to deposit account, such as date of opening, bounced checks, returned checks, cancelling payment or request records and so on to other parties subject to the regulations of authorities concerned as well as NCCC for data warehousing. The NCCC is entitled to provide such information to its members.
- (十二) 貴行修改或增訂本約定事項時，經公告或通知立約人後，立約人仍繼續使用支票存款帳戶者，視為承認該修改或增訂事項。
- (12) After the Bank notifies the Customer of any modification or addition to the Contract, the Customer is regarded as providing their consent if the Customer continues to use the check deposit account.
- (十三) 立約人不同意修改或增訂約定事項時，得於公告或通知後七日內以書面通知貴行，終止支票存款往來約定。但對於終止前申請人依支票存款往來約定所生之應付款項及其他衍生之債務，仍須負清償責任。
- (13) Where the Customer does not agree with the amended or supplementary terms and conditions, the Customer may notify the Bank within seven days after the publication or notification to terminate the check deposit agreements, provided that the Customer shall still be responsible for the payments and other debts arising from the original check deposit agreements before the termination/supplementation.
- (十四) 除於貴行開戶之原分行外，立約人得憑蓋有原留印鑑並詳載「票據法」應記載事項之支票，直接至貴行任一分行提款。
- (14) In addition to the original branch where the account is opened, the Customer may directly withdraw at any of the branches of the Bank with a cheque stamped with the original specimen seal and detailing the matters required to be recorded in accordance with the "Negotiable Instruments Act".

二、相關票據行為約定條款

2. Relevant Acts of Instrument Terms and Conditions

- (一) 立約人簽發票據，應在存款帳戶內保持足夠之存款，倘存款不足，貴行無通知立約人之義務。惟貴行亦得於存款不足退票前通知立約人，經貴行通知者，應由立約人支付貴行「服務費」，上開服務費立約人授權貴行自立約人於貴行所開立之任一存款帳戶內逕行扣繳。
- (1) The Customer shall keep sufficient funds in the check deposit account upon drawing the instruments. The Bank has no obligation to notify the Customer of the insufficient funds, provided that the Bank may still notify the Customer of the insufficient funds before Dishonor. Upon the Banks notifies, the Customer shall pay the "service fee" to the Bank, which the Customer authorizes the Bank to directly deduct from any of the deposit accounts opened by the Customer with the Bank.
- (二) 立約人簽發之票據不得使用鉛筆或其他易褪色之書寫工具，日後如有字跡難於辨認或其他情形致發生糾紛概由發票人自行負責。
- (2) The Customer shall not use pencil or other writing tools tended to fade on the drawn instrument. The Customer shall be solely responsible for the disputes arising from non-distinguishable wording or other situations afterward.
- (三) 貴行對於票據憑票付款，不論發票日期先後概按執票人提示先後順序支付，倘同時提示多張票據時，除立約人有特別指示貴行應依指示辦理外，貴行得排定支付順序。
- (3) With respect to the payment against the presented instruments, the Bank will pay in the sequence of being presented, regardless of the issued dates of the instruments. Where multiple instruments are presented at the same time, unless the Customer specifically instructs the Bank to process according to such instruction, the Bank may arrange the sequence for payments.
- (四) 立約人所簽發之支票，如逾付款之提示期限始行提示，惟在該支票發行滿一年內，且發票人未撤銷付款委託，並無其他不得付款之情事者，貴行仍得照付。
- (4) For the check drawn by the Customer, if it is presented after the expiry of the presentation period for payment but within one year after being drawn and neither the issuer withdraws the payment instruction nor there is any situations preventing from payment, the Bank may still pay against the check accordingly.
- (五) 立約人倘有與貴行另定訂約定，委託貴行撥付立約人或立約人指定人應付款項時，貴行得逕自立約人帳內扣除撥付。
- (5) If the Customer has any additional agreement with the Bank and requests the Bank to make payment to the Customer or any designated person by the Customer, the Bank shall deduct from the Customer's account(s) directly.

- (六) 立約人簽發由貴行所發給載明以貴行為擔當付款人之本票，或票券金融公司印發經立約人委請貴行為擔當付款人之商業本票，或承兌之匯票時，由貴行自立約人名下之支票存款戶內憑原留簽章式樣代為付款。
前項本票或匯票，執票人提示時雖已逾付款之提示期限，但仍在該本票或匯票自到期日起算(見票即付之本票或匯票，自發票日起算)三年之內，且立約人未撤銷付款委託，亦無其他不得付款之情事者，貴行仍得付款。
倘因帳戶內存款不足或發票人簽章不符，致立約人所簽發之本票或匯票退票時，其退票紀錄與支票之退票紀錄合併計算。
- (6) For the promissory note drawn by the Customer stating the Bank being as the paying act, or the commercial paper printed by the bill finance company that the Customer engages the Bank to act as paying agent, or the draft to be accepted, the Bank will pay for it on behalf of the Customer from the check deposit account under the name of the Customer based on the presented specimen seal.
For promissory note or draft in the preceding paragraph, if it is presented by the instrument holder after the expiry of the presentation period for payment but within three years after the maturity date of such promissory note or draft (for the promissory note or draft without maturity date, shall be started from the issuing date) and neither the Customer withdraws the payment instruction nor there is any situation preventing from payment, the Bank may still pay against such promissory note or draft accordingly.
Where promissory note or the draft drawn by the Customer is Dishonored due to insufficient funds in the account or inconsistency of the issuer's signature, those Dishonor records will be counted in the Dishonor records of the check in combination.
- (七) 立約人除與貴行訂有透支契約者外，不得簽發超過存款餘額之票據，否則貴行應依票據交換所之規定予以退票之處分。
- (7) Unless there is an overdraft agreement between the Customer and the Bank, the Customer shall not draw an instrument exceeding the balance of the deposit. The Bank will impose the Dishonor in accordance with the stipulations of the Bill Clearing House if the Customer draws the instrument without following the above rules.
- (八) 立約人簽發之票據、空白票據或印鑑，如有被盜、遺失或滅失時，應依照貴行規定辦理掛失止付手續，但在貴行未接受掛失止付之書面通知以前，如發生冒領款項情事，除非貴行惡意或重大過失而不知持票人並非票據權利人，貴行不負責任。
立約人申請票據掛失止付、印鑑掛失或更換時，貴行得向立約人收取手續費。
- (8) Where the instrument drawn by the Customer, blank instrument, or registered chop is stolen, missing, or destroyed, the procedures of loss-reporting and stopping payment shall be processed in accordance with the Bank's stipulations, provided that the Bank will not be responsible for the imposturous payment receipt occurred before the Bank accepts the written notification of the report for loss and stopping payment, unless the Bank has malice or is gross negligent so as not being aware that the instrument holder does not have the entitlement on the instrument.
The Bank may collect handling fees from the Customer when it applies for the report for loss of the instrument and stopping payment, and the report for loss or replacement of the registered chop.
- (九) 貴行寄送之立約人存款餘額對帳單，立約人應即核對，若有不符，請於對帳單到達之日起一星期內來行查明，立約人有權要求貴行出示已付款之票據，逾期推定以貴行帳載為準。
- (9) The Customer shall immediately check the bank statement of the deposit balance delivered by the Bank. If there is any inconsistency, the Customer shall come to the Bank for verification within one week upon receipt of the statement and has the right to request the Bank to present the paid instrument. It shall be presumed that the Bank's account is correct if the deadline is not met.
- (十) 貴行留存寄送立約人之付訖支票或有關憑證之影印本或縮印本，立約人同意視同與合法原始憑證具有同樣法律效力，憑以證明立約人一切往來之依據，立約人並願遵照中華民國法律規定之保管期間妥為保管前述之付訖支票及有關憑證。
- (10) The Customer agrees that the copies (same size or different size as the original) that the Bank sends to the Customer in regards to paid checks or related receipts are as legal as the original copies and shall be the basis for all transactions between the Bank and the Customer. The Customer also agrees to keep the aforementioned checks and receipts during the period subject to ROC law.

三、退票、拒絕往來及終止往來約定之條款

3. Dishonor, Rejection, and Termination of Account Relationship Terms and Conditions

- (一) 立約人簽發之票據因存款不足或其他影響票信情事退票時，如有清償贖回、提存備付、重提付訖或其他涉及票據信用之情事，得於退票之次日起算三年內，向貴行申請核轉票據交換所依「支票存款戶票信狀況註記須知」辦理註記。
- (1) If there is any Redemption by Payment, Deposit for Payment, Payment under Re-presentation or other matters involving in the creditworthiness for the instrument drawn by the Customer being Dishonored due to insufficient funds or other matters affecting the creditworthiness, the Customer may, within three years following the date of Dishonor, apply with the Bank to forward a request to the Bills Clearing House to record in accordance with the "Guidelines for Recording the Checking Credit Status of Check Deposit Account".
- (二) 立約人簽發之票據，倘有存款不足或其他影響票信情事致退票時，貴行得向立約人收取

手續費及違約金。

立約人依前條規定向貴行辦理票據註記手續時，貴行得向立約人收取手續費及違約金。

前二項手續費及違約金不得逾越票據交換所向貴行所收取手續費之百分之一百五十。

第一項及第二項立約人應負責繳納之手續費及違約金，立約人授權貴行自立約人於貴行所開立之任一存款帳戶內逕行扣繳或要求立約人提出同額款項。

- (2) The Bank may collect the handling fee and penalty from the Customer if the instrument drawn by the Customer is Dishonored due to insufficient funds or other matters affecting the creditworthiness.

The Bank may collect handling fee and penalty from the Customer when the Customer applies with the Bank for processing the instrument Record procedures in accordance with the preceding Articles.

The handling fee and penalty in the preceding two paragraphs may not exceed 150% of the handling fee payable to the Bill Clearing House by the Bank.

The Customer authorizes the Bank to directly deduct the handling fee and penalty payable by the Customer in accordance with first and second paragraphs from any of the deposit accounts opened by the Customer with the Bank or the Bank is entitled to request the Customer to submit the same amount.

- (三) 立約人如有下列情事之一者，貴行得限制發給空白支票及空白本票：

1. 已發生存款不足退票情事或經常於退票後再辦理清償贖回、提存備付或重提付訖者。

2. 使用票據有其他不正常之情事者。

貴行為前項限制時，應以書面告知限制之理由；對於限制理由，立約人認為不合理時，得向貴行提出申訴。

立約人在貴行開立之存款帳戶被扣押時，貴行得停止發給空白支票及空白本票，但被扣押之金額經貴行如數提存備付者，不在此限。

- (3) The Bank may refuse to issue blank checks and promissory notes to the Customer upon any of the following matters occurring to the Customer:

a. Where there had been any previous occurrence of Dishonor due to insufficient funds, or frequent occurrence of Redemption by Payment, Deposit for Payment or Payment under Re-Presentation after Dishonor.

b. There are other unusual situations in the use of checks/promissory notes.

The Bank shall notify the Customer in writing of the reasons for imposing the above restrictions and the Customer may appeal the Bank's decision if the Customer considers the Bank's reasons for these restrictions unreasonable.

In the event a deposit account opened with the Bank is attached, the Bank may cease to provide the Customer with blank checks and promissory notes, except when the Bank has made a Deposit for Payment in the amount of such attachment.

- (四) 立約人在各地金融業者所開立之支票存款帳戶，因簽發以金融業者為擔當付款人之本票，於提示期限經過前撤銷付款委託，經執票人提示所發生之退票，未辦妥清償贖回、提存備付或重提付訖之註記，一年內達三張時，貴行得自票據交換所通報日起算，予以終止為立約人擔當付款人之委託三年。

前項情形貴行終止受立約人委託為擔當付款人時，立約人應於貴行通知後之一個月內，返還剩餘空白本票。

- (4) With respect to any promissory note, for which a financial institution acts as the paying agent, drawn by the Customer from Customer's check deposit account opened with other financial institutions in any localities and afterwards withdrawn the payment instruction thereof before the expiry of the presentation period, if there have been three Records of Dishonor within a period of one year which occurred as a result of the holder presenting such note for payment but for such instances of Dishonor there has been no Redemption by Payment, Deposit for Payment or Payment under Re-presentation, the Bank may terminate its capacity as paying agent for up to three years from the date the Bank is informed by the Bills Clearing House of such situation.

In the event that the Bank terminates its capacity as the paying agent for the Customer as described above, the Customer shall return any remaining unused blank promissory notes within one month after the Bank's notice of such termination.

- (五) 立約人在各地金融業者所開立之支票存款戶，因下列情事之一所發生之退票，未辦妥清償贖回、提存備付或重提付訖之註記，一年內合計達三張，或因使用票據涉及犯罪經判刑確定者，貴行得自票據交換所通報日起算，予以拒絕往來三年：

1. 存款不足；

2. 發票人簽章不符；或

3. 擅自指定金融業者為本票之擔當付款人。

前項各款退票紀錄分別計算，不予併計。

- (5) With respect to any check deposit accounts opened by the Customer with any financial institutions in any localities, if there has been three records of Dishonor within a period of one year which occurred as a result of any of the following reasons but for which there has been no Redemption by Payment, Deposit for Payment or Payment under Re-presentation, or if a judgment has been issued as to the illegality of the Customer's use of checks, the Bank may Reject its Account Relationship with the Customer for up to three years from the date the Bank is informed by the Bills Clearing House of such circumstances:

a. insufficient funds;

- b. incorrect affixing of signature/chop; or
- c. appointing a financial institution as paying agent of the Customer's promissory notes without the prior consent of such institution.

Any Record of Dishonor for any of the above reasons shall be treated for the purpose of calculation as separate items and not combined.

- (六) 立約人被列為拒絕往來戶，或因其他情事終止支票存款往來之約定時，立約人應於貴行通知後之一個月內，結清帳戶並返還剩餘空白支票及本票。
- (6) In the event of Rejection of Account Relationship with the Customer or if, for any other reasons, the account relationship with respect to check deposits is terminated, the Customer shall close its account and return any unused blank checks and promissory notes within one month of the Bank's notification.
- (七) 立約人如為公司組織，於拒絕往來期間屆滿前，經法院裁定准予重整後，得向貴行申請核轉票據交換所辦理重整註記；經重整註記者，貴行得暫予恢復往來。前項公司在暫予恢復往來之日起至原拒絕往來期間屆滿前再發生存款不足退票，貴行得自票據交換所再通報之日起算，予以拒絕往來三年。
- (7) If the Customer is a corporate entity, upon a court judgment approving its reorganisation, the Customer may request the Bank to forward to the Bills Clearing House to Record such reorganisation before the expiry of any period of Rejection of Account Relationship and the Bank may temporarily resume its account relationship with the Customer upon Recording of such reorganisation.
- If there is any occurrence of Dishonor of any check of the Customer during the period from the date of temporary resumption of account relationship to the original expiration date of the period of Rejection of Account Relationship, the Bank may Reject its Account Relationship with the Customer for up to three years from the date the Bank is informed by the Bills Clearing House of such occurrence.
- (八) 立約人如經拒絕往來而有下列情事之一，經貴行同意後，得恢復往來並重新開戶：
- 1. 拒絕往來期間屆滿；或
 - 2. 構成拒絕往來及其後發生之全部退票，均已辦妥清償贖回、提存備付或重提付訖之註記。
- (8) After Rejection of the Customer's Account Relationship, the Customer may resume its account relationship and open a new account, upon the Bank's consent, in one of the following situations:
- a. expiration of the period of Rejection of Account Relationship; or
 - b. Recording of Redemption by Payment, Deposit for Payment or Payment under Re-presentation has been made for all Dishonored checks that caused the Rejection of Account Relationship and any other checks Dishonored thereafter.
- (九) 本支票存款往來約定，除法律另有規定外，貴行及立約人均得隨時終止，並於終止之通知到達時發生效力。依前項終止支票存款往來約定時，立約人應立即返還剩餘空白票據予貴行。如未繳還且未提存備付票款者，應預繳票據交換所規定之退票違約金，貴行並得於存款帳上逕行扣除。
- (9) Unless otherwise provided by laws, either the Bank or the Customer may at any time terminate this check deposit agreed provisions being effective upon the arrival of the termination notification.
- Upon the termination of the Check Deposit Terms and Conditions in accordance with the preceding paragraph, the Customer shall immediately return any unused blank instruments to the Bank. If it is not returned and the Deposit for Payment is not made, the Customer shall prepay the Dishonor penalty stipulated by the Bills Clearing House and the Bank may directly deduct it from the deposit account.
- (十) 立約人被列為拒絕往來戶，或因其他情事終止支票存款往來約定後，擬申請備付已簽發未收回之票據款項時，應憑原留存印鑑向貴行提出書面申請。依前項申請備付款項時，貴行得收取手續費。
- (10) After the Rejection of Account Relationship with the Customer or if, for any other reasons, the account relationship with respect to check deposits is terminated, and the Customer intends to apply for payment for the instrument being drawn but not collected, the Customer shall apply with the Bank in writing by presenting the specimen signature.
- The Bank may collect handling fee for the application of the payment in accordance with the preceding paragraph.

玖、委託辦理證券公司款項收付約定條款

IX. The terms and conditions for Payment/Receipt with securities companies

茲因立約人在證券股份有限公司（以下簡稱證券公司）辦理買賣國內有價證券、買賣國外有價證券（複委託）、財富管理信託業務、衍生性金融商品交易等全部或一部業務，特授權委託貴行自委託人開立於貴行之約定存款帳戶辦理下列應付證券公司及應向證券公司收取款項或其他證券公司代收代付款項（包括但不限於手續費、處理費及其他款項）之撥轉收付及約定，均委託 貴行辦理。

As the Client engages in all or part of the following transactions at the securities companies ("Securities Companies"): to sell/buy domestic securities, to buy/sell foreign securities (sub-mandate), wealth management trust, and derivatives transactions, the Client authorizes the Bank to execute the transactions for the following money payment or receipt with the Securities Companies or other

money receipt or payment for the Securities Companies (including but not limited to handling fee, service fee and other associated costs) from the agreed deposit account with the Bank.

一、立約人應繳付證券公司之款項(依據證券公司編製之臺幣或外幣交易清/憑單、報表、媒體、磁帶、電子檔案或其他資料所載之金額為準)，免憑存摺並免由立約人簽具取款憑條，由貴行依證券公司指示之交割或扣款日逕行自立約人在貴行開立之臺幣或外匯存款約定之帳戶轉撥交付證券公司指示之交割專戶，並同意將買賣國內外有價證券約定之存款帳戶變更為證券交割帳戶。

1. For the payables of the Client to the Securities Company (based on amount under the transaction list/receipt, report, media, tape, electronic file or other data in NTD or foreign currency), no account book or withdrawal slip is required, and the Bank is entitled to transfer the amount to the appointed settlement account of the Securities Company from the agreed deposit account in NTD or in foreign currency of the Client with the Bank. The Client also agrees that the agreed deposit account for buying/selling domestic/foreign securities will be changed to a securities settlement account.

二、立約人於委託證券公司買進國內外有價證券等金融商品或於指示證券公司執行配置信託財產購入投資標的或於委託證券公司購買衍生性金融商品扣款時，即應於約定存款帳戶內維持足敷支付買進或購入價款之餘額。立約人約定存款帳戶存款餘額，不足以撥付應付證券公司之款項時，立約人同意由貴行通知證券公司處理，若為委託買進國內有價證券之交割款，在客戶補足前，貴行得禁止客戶提領存款，客戶絕無異議。

2. When the Client engages the Securities Companies to purchase domestic or foreign securities or financial products, or instruct Securities Companies to allocate the trust assets and purchase derivatives and deduct the payment, the Client should ensure that the agreed deposit account has sufficient balance. In the event that the balance in the agreed account is insufficient for the transaction amount to be payable to the Securities Companies, the Client agrees that the Bank shall notify the Securities Company. If it is the settlement payment for purchasing local securities, the Bank may prohibit the Client to withdraw before the Client makes up the gap and the Client shall not raise any objections.

三、立約人應向證券公司收取之款項(依據證券公司編製之臺幣或外幣交易清/憑單、報表、媒體、磁帶、電子檔案或其他資料所載之金額為準)，於規定之交割或付款日由證券公司撥交貴行，由貴行逕行撥入立約人約定之存款帳戶。

3. For the payment the Client entitled to receive from the Securities Companies (based on the Securities Company's transaction list/receipt in NTD or foreign currency, report, media, tape, electronic file or other data), the Securities Companies will transfer to the Bank upon the appointed settlement date or payment date, and then the Bank will further transfer the amount to the agreed deposit account of the Client.

四、立約人與證券公司辦理買賣外國有價證券款項收付事宜，同意以證券公司出具指示單或媒體透過雙方簽署之資訊交換作業合約傳輸等方式取代填具貴行「外匯交易指示傳票」，並授權貴行依證券公司指示內容，解圈後匯至證券公司於貴行開立之指示之交割專戶。

4. For the money payment and receipt for purchase and sale of foreign securities, the Client agrees to use the instructions issued by the Securities Companies or media through data exchange procedures agreement signed by both parties instead of filling out the Bank's "Instruction notes for foreign transactions", and authorizes the Bank to wire the transaction amount to the appointed settlement account opened by the Securities Company with the Bank based on the instructions after unblocking the payment.

五、立約人知悉買賣國外有價證券(複委託)約定之存款帳戶係為買賣外國有價證券目的所開立，除不可撤銷同意證券公司得隨時向貴行查詢帳戶餘額且貴行得逕予提供該等資料外，帳戶內款項之提領，無論是否與貴行另行約定提領之憑據為何，均係憑證券公司出示之臺幣或外幣證券交易「劃撥轉帳清冊」辦理，且提領之款項須存入立約人約定於貴行之臺幣或外匯存款帳戶，立約人不得逕行為之。

5. The Client acknowledges that the deposit account opened with the Bank as agreed for purchase and sale of foreign securities (sub-mandate) serves for the purpose of buying/selling foreign securities. The Client agrees that the Securities Company is entitled to inquire the account balance with the Bank at any time and the Bank can provide the information to the Securities Company. Such consent cannot be withdrawn. The Client also agrees that the Bank may execute the withdrawal request based on the Securities Company's "List of book-entry" in NTD or any foreign currency no matter whether the Client otherwise agrees with the Bank the form of instruction for money withdrawal. Moreover, the amount withdrawn must be deposited into the Client's deposit account in NTD or in foreign currency with the Bank and the Client shall not handle otherwise.

六、立約人同意貴行得依證券公司指示，由證券公司以立約人名義代理買賣外國有價證券款項收付之約定存款帳戶及(或)財富管理信託業務款項收付之約定存款帳戶辦理幣別轉換等相關事宜，適用匯率依貴行當時即期掛牌買/賣匯率為準，如涉及新臺幣結匯者，其結匯事項應遵循「外匯收支或交易申報辦法」規定，由證券公司代理向貴行辦理，立約人絕無異議。

6. The Client agrees that the Bank may pursuant to the instruction of the Securities Company, handle currency conversion and other related matters through the agreed deposit account for money payment and receipt for purchase and sale of foreign securities by the Securities Company in the name of the Client and (or) the agreed deposit account for money payment and receipt for the wealth management trust business. The applicable exchange rate is based on the spot rate for purchase and sale announced by the Bank. For any transaction settled in NTD, it shall be handled in accordance with the "Regulations Governing the Declaration of Foreign Exchange Receipts and Disbursements or Transactions" and the Securities Company shall handle with the Bank in the name of the Client. The Client shall not have any objection.

七、立約人於買進國內「應預收款券有價證券」(如全額交割股票、處置股票、管理股票...等)、辦理「信用交易償還及補繳差額款項」或其他立約人應轉撥款項給證券公司時，同意證券公司就應收

取之款項，向貴行提出扣款申請，由貴行逕自立約人約定之存款帳戶轉撥交付證券公司。立約人帳戶內存款餘額不足以撥付之款項，貴行則不執行轉撥交付作業。

7. In the event that the Client purchases domestic "Prepaid securities" (such as fully-delivered stocks, handled and managed stocks etc.), requests for "Repayment for margin trading and supplement of insufficient payment" or otherwise is required to pay to the Securities Company, the Client agrees that the Securities Company is entitled to apply to the Bank for deduction of the payment, and the Bank may execute the application by transfer the payment from the agreed deposit account of the Client to the Securities Company. If the balance of the agreed deposit account is not sufficient, the Bank will not execute the application for transfer.
- 八、證券公司所編製之清/憑單、轉撥通知、報表、媒體、磁帶、電子檔案或其他資料內容倘有錯誤或延遲，或立約人對買賣國內外證券/財富管理信託業務/衍生性金融商品交易之應收、應付金額有所爭議，其正確性與真實性，貴行不負認定之責；立約人如對該等內容或數額有爭議時，願自行與證券公司處理確認，概與貴行無涉。
8. In the event that the list/receipt, transfer notice, report, media, tape, electronic file or other data provided by the Securities Company has any mistake or delays, or that the Client disputes against the payment/receipt amount for purchasing/selling domestic/foreign securities/wealth management trust business/derivatives, the Bank is not responsible for its correctness and authenticity. The Client should verify the content or amount with the Securities Company in case of any dispute without involving the Bank.
- 九、倘扣款日帳戶內之存款餘額不足支付指示撥轉金額時，貴行不負任何墊付或通知立約人之責任。又如證券公司重複就該筆交易指示貴行扣款，貴行並不負實質認定之責，並應依指示為扣款。
9. In the event that the balance in the agreed deposit account of the Client is not enough for payment upon payment date, the Bank is not responsible for making up the gap or notifying the Client. In addition, the Bank is also not responsible for verifying whether the Securities Company has deducted the amount more than once for a single transaction and shall deduct in accordance with the instruction.
- 十、如因證券公司遞送資料延誤，或因貴行電腦設備故障或其他不可抗力因素，致轉撥作業無法如期辦理時，立約人同意依貴行與證券公司另行洽商之方式辦理轉撥事宜。
10. If the deduction and payment cannot be completed on time because the Securities Company delays delivering data, or the computer equipment of the Bank malfunctions or other force majeure, the Client agrees to adopt other payment mechanisms otherwise agreed by the Bank and the Securities Company.
- 十一、立約人向貴行申請轉撥服務，同一天內同一帳戶有數筆轉撥交易時，貴行得自行決定各筆交易之先後順序。
11. In case the Client applies for the service of deduction and transfer, the Bank has the right to prioritize the transaction requests if the Client makes multiple transaction requests for the same account on a single business day.
- 十二、立約人同意貴行得依證券公司國內外證券買賣業務及(或)財富管理信託業務及(或)衍生性金融商品交易業務之要求，提供立約人約定存款帳戶之餘額、明細等資料予證券公司。
12. The Client agrees that the Bank is entitled to provide the account balance and statements of the agreed deposit account to the Securities Company as requested by the Securities Company for the business of purchasing/selling domestic/foreign securities, wealth management trust business and (or) derivatives.
- 十三、立約人同意，日後結清上開存款帳戶時，貴行於收受證券公司確認立約人得逕行銷戶之通知前，貴行有權拒絕接受立約人結清上開存款帳戶之請求。
13. The Client agrees that in the future the Bank has the right to reject the request from the Client to close the agreed deposit account before the Securities Company notifies the Bank and confirms that the Client is entitled to cancel the account.
- 十四、其他依法令或經主管機關核定之業務或商品，因立約人與證券公司間衍生之收付款項，得以劃撥方式收付(或證券公司代收代付)者，立約人均委託貴行依法令或主管機關規定辦理，不以買賣或委託申購證券之款項為限。
14. For other payment or receipt between the Client and the Securities Company for other business or products in accordance with the laws and regulations or as approved by the competent authorities, which may be paid or received by way of book-entry(or paid or received by the Securities Company on the Client's behalf), the Client engages the Bank to handle in accordance with the laws and regulations or the rules promulgated by the competent authorities, not limited to the payment for buying/selling or subscribing for securities.

壹拾、聯名戶約定條款

X. Joint Account Terms and Conditions

立約人辦理聯名帳戶，並共同留存聯名戶所有人之印鑑式樣於貴行，嗣後凡辦理提款等一切業務往來或申請相關文件皆以印鑑式樣為憑。茲為明確聯名戶所有人權利義務關係，聯名戶所有人同意貴行各項業務規定。

For the joint account opened by the Customer, the Customer needs to jointly register the specimen seals under the owners of the joint account with the Bank. Any business relationship such as processing the withdrawal or application for the relevant documents will be subject to such specimen seals. To specify the relationship of the rights and obligations between the joint account owners, the joint account owners agree on the respective business stipulations.

一、本聯名帳戶之利息所得(含扣繳稅款)等事宜以鍵檔名義人(即由立約人中自行指定一人為聯名

戶代表人) 為歸屬對象, 絕無異議, 如有任何糾葛情事, 概與貴行無涉。

1. The interest income (including the withholding tax) under this joint account will belong to the keyed-in nominee (the joint account owners shall appoint one of them as the representative of the joint account) without any objection and the Bank will not involve in any disputes, if any.
- 二、立約人同意若使用本聯名戶各項服務之交易行為係為聯名戶所有人共同同意。
2. The Customer agrees that its use any service transactions will upon all joint account owners' consents.
- 三、聯名戶之開立、終止及存單、存摺、印鑑等掛失、存單押借, 應由聯名戶所有人會同始得辦理。
3. The opening/termination of the joint account and the reporting for loss of certificate of deposit, bank book and registered chops, and the pledge on the certificate of deposit shall be made jointly by all joint account owners.
- 四、支票存款聯名戶若有一人拒絕往來、遭法院扣押、強制執行, 立約人同意自貴行通知起十日內結清該帳戶, 逾期如未辦理, 貴行得逕行將聯名帳戶結清。
4. In the event of the Rejection of Account Relationship, attachment by court, compulsory enforcement occurring to any one of the check deposit joint account owners, the Customer agrees to close such account within ten days following the Bank's notification. The Bank will directly close such joint account if it is not closed within the deadline.
- 五、立約人同意聯名戶任一人於若有對貴行之任一債務到期或經貴行依約主張視為全部到期而未清償之情形或有違約情事發生時, 或貴行認為必要時(如立約人涉及以各項帳戶從事非法活動或貴行得依法或依約行使抵銷權等), 貴行得隨時於事前或同時通知立約人以聯名戶中任一人之債權就聯名帳戶的款項主張抵銷。
5. The Customer agrees that if any party of the joint accounts has any past due debt or when the Bank regards the credit has been past due, or when a delinquency happens, or whenever the Bank believes it necessary to take action (such as illegal acts of the Customer or the Bank is required by law or contract to cancel the Customer's credit line), the Bank is entitled to cancel the Customer's credit line at any time with prior notice, or by notifying the Customer to use any party's name to cancel the line of credit on behalf of the joint account.
- 六、本聯名帳戶所有人中任何一人身故時, 生存者應即通知貴行, 自貴行受通知時起, 聯名存款契約即為終止, 身故一方之全體繼承人應與其他存戶共同領取存款, 但以無損於貴行對該等存款主張抵銷及質權之行使為主。
6. In the event of any one of all joint account owners dead, the survival shall notify the Bank of such death and the joint deposit agreement will be deemed as terminated. All inheritors of the dead party shall withdraw the deposits jointly with other depositors without harming to the Bank's performance of set-off and pledge on such deposit.
- 七、有關文書之送達, 立約人同意貴行之送達得僅通知鍵檔名義人, 即視同送達通知所有人。如有任何糾葛情事, 概與貴行無涉。
7. For the service of process of the relevant documents, the Customer agrees that the Bank may only notify and deliver to the keyed-in nominee, which are deemed as delivering to all joint account owners. The Bank will not involve in any disputes, if any.

壹拾壹、提款密碼約定條款

XI. Terms and conditions for the password applicable to cash withdrawal s

- 一、新臺幣存摺存款帳戶(不含支票存款)一經開立, 即具備聯行提款功能, 無需另行申請, 立約人可視需要向 貴行申請提款密碼。
1. Once an NTD deposit account with passbook is opened, the Customer can withdraw cash from different banks without any additional application procedure. The customer can apply for a passcode for cash withdrawal if needed.
- 二、立約人若有設定提款密碼(四位數不得均為0), 應自行牢記, 惟若忘記時, 立約人得持身分證、原留印鑑向貴行任一營業單位申請重設提款密碼。並同意每次在貴行各營業單位提款, 應憑存摺、原留印鑑、交易憑證及提款密碼辦理, 否則貴行得拒絕付款。
2. If the Customer set up a withdrawal passcode (4 digits; all zeroes are not permitted), the customer should memorize it. In the event that the Customer forgets his/her passcode, he or she can reset the passcode by providing ID and original chop left at the bank's record to any branch of the Bank, and agreeing to reset the passcode when withdrawing cash from branches with a passbook, with the original chop left at the Bank's record, transaction vouchers and passcode. Otherwise the Bank reserves the right not to fulfill the customer's request.
- 三、立約人提款密碼變更、終止使用應立即向貴行申請並依有關規定辦理。
3. The Customer should immediately notify the Bank if he/she terminates use of the passcode for cash withdrawal and fulfills the necessary procedures based on subject regulations.
- 四、立約人對提款密碼應妥善保密, 如因遺忘或有被他人得知等情事, 應儘速向貴行辦理變更、終止使用手續, 在未向貴行辦妥變更或終止前, 如遭他人冒領存款者, 視為對立約人已為給付。如欲繼續使用時, 立約人應親赴貴行申請。另貴行認為立約人有不當往來之情形或本項服務有遭他人非法使用之虞時, 貴行得隨時逕行終止本項服務, 而不須另行通知。
4. The Customer should keep the passcode safe. In the event that the Customer forgets or discloses the passcode to others by accident, the Customer should immediately change and terminate the passcode by notifying the Bank. Before the process is completed, in the event that the passcode was used by others for fraudulent cash withdrawal, the Bank will regard the transaction

as valid. If the customer plans to continue using the same passcode, the customer should apply for it in the Bank in person. If the Bank thinks that the customer is trying to initiate inappropriate or illegal transactions, the Bank is entitled to terminate the service at any time without further notification.

- 五、於貴行提款時，應於貴行 pinpad 建置器輸入指定四位數提款密碼，密碼連續錯誤三次後，不得再行提款，俟立約人本人持身分證明文件及原留印鑑辦妥解除錯誤手續，並於併貴行 pinpad 建置器輸入正確密碼或變更新密碼後，始得受理提領。
5. To withdraw the funds from the Bank, the Customer shall enter the specified four digits password on the pinpad constructor of the Bank. If the password is entered wrongly for consecutive three times, the withdrawal of the funds will be suspended. The withdrawal of the funds will not be accepted until the Customer personally brings the identification document and the specimen seal to complete the de-error procedure and enters the correct password in the pinpad constructor of the Bank, or changes password.

壹拾貳、電子對帳單約定條款

XII. Electronic Balance Statement Terms and Conditions

- 一、立約人申請貴行電子對帳單服務，應優先適用本約定事項，本約定事項未特別約定者，則適用一般約定事項。
 1. This Electronic Balance Statement Terms and Conditions shall prevail for the matter in connection with the electronic balance statement applied by the Customer, however, those not provided in Electronic Balance Statement Terms and Conditions, the General Terms and Conditions will apply.
- 二、立約人向貴行申請電子對帳單服務後，貴行除依約提供各項立約人與貴行往來業務之電子對帳單發送服務外，亦得於電子對帳單內提供立約人理財資訊或貴行金融商品活動訊息。
 2. After the Customer applies to the Bank for electronic balance statement service, the Bank may, in addition to the service for sending or receiving electronic balance statement regarding the transactions between the Customer and the Bank as agreed, provide wealth management information or financial products and activities information of the Bank to the Customer.
- 三、立約人申請電子對帳單服務成功後，貴行將自申請成功之次期起停止實體對帳單郵寄服務。立約人與貴行各項往來之權利義務，除本電子對帳單約定條款另有約定外，不因立約人申請電子對帳單服務而有變更；立約人如向貴行申請終止電子對帳單服務，自完成終止手續次期起貴行即恢復寄送實體對帳單。
 3. After the Customer successfully applies for the electronic balance statement service, the Bank may suspend the mailing service of physical balance statement from the term after the application is successful. The rights and obligations regarding the transaction between the Customer and the Bank, except otherwise agreed under this provisions for electronic balance statement, shall not be amended due to the application by the Customer for electronic balance statement service; if the Customer applies to the Bank for termination of electronic balance statement service, from the term after the completion of termination procedure, the Bank shall resume mailing of physical balance statement.
- 四、立約人向貴行申請電子對帳單服務，立約人應確認所提供之電子郵件信箱係正常、有效且可使用的，以供貴行寄送電子對帳單至該指定之電子郵件信箱，且當指定之電子郵件信箱有異動時，應立即經由貴行所提供之正式管道進行異動手續，以免發生電子對帳單遞送延誤情形。若未依上述方式辦理變更，貴行仍依最後登記之電子郵件信箱寄送；惟如立約人與貴行就帳單所列之各項業務均已終止往來時，電子對帳單服務亦將一併自動終止。若因立約人未及時申請變更以致未收到對帳單而產生任何損害，應由立約人自行負責，概與貴行無關。
 4. If the Customer applies to the Bank for electronic balance statement service, the Customer shall ensure the email account is in function, effective and usable for the Bank to send electronic balance statement to the designated email account. When the designated email account has any change, the Customer shall through the normal channel offered by the Bank proceed with the change procedure so that the delivery of electronic balance statement will not be delayed. If the change is not handled according to the aforementioned procedure, the Bank shall deliver according to the latest registered email account; provided that if all the various business between the Bank and Customer listed in the balance statement has been terminated, the electronic balance statement service will be automatically terminated. Any damages arising from that the Customer fails to apply for change in time and does not receive the bank statement shall be the sole responsibility of the Customer without any involvement of the Bank.
- 五、電子對帳單之寄送，以送達立約人指定之電子郵件信箱伺服器且未被退回即視為已送達，立約人應自行注意是否收到電子對帳單；立約人若未收到電子對帳單，應即向貴行查詢，並得請求補發。
 5. Delivery of electronic balance statement will be deemed as arrived upon sending to the server of the email account designated by the Customer and not being returned. The Customer shall pay attention to whether it has received the electronic balance statement; if the Customer does not received the electronic balance statement, it shall inquire the Bank immediately and may request for providing again.
- 六、電子對帳單內容與貴行帳載資料不符時，悉以貴行電腦主機留存交易記錄為準。立約人收到電子對帳單後應即檢視帳單內容，若發現與實際交易內容有任何差異時，應儘速向貴行查詢、請求更正或為適當處理。
 6. If the content of the electronic balance statement is inconsistent with the account information in the Bank's record, the transaction record retained by the computer mainframe of the Bank shall govern. The Customer shall timely review the

content of the statement after receiving the electronic balance statement. If it is found that the statement has difference from the actual transaction content, it shall inquire with the Bank, request for correction or request for handle otherwise properly as soon as possible.

- 七、貴行保留修訂電子對帳單約定條款之權利，修訂後之電子對帳單約定條款將於貴行網站公告，不另行個別通知。若立約人於貴行電子對帳單約定條款修訂後仍繼續使用本項服務時，即視為已閱讀、了解並同意接受該等修訂內容；若不同意該等修訂內容，應申請終止使用本項服務。
- 7.The Bank retain the right to amend the terms and conditions for electronic balance statement. The amended terms and conditions for electronic balance statement will be announced on the Bank's website and not to notify individually. If the Customer, after amendment to the terms and conditions for electronic balance statement, still uses this service, it will be deemed as having read, understood and agreed to accept the amended terms and conditions. If it does not agree with the amendment, it shall apply for termination of using this service.
- 八、於發生下列任一情形時，貴行有權停止或暫時中斷本項服務，惟貴行應盡速修復。
- (一)對系統設備進行必要之保養時。
- (二)發生突發性之電子通訊設備或資訊軟硬體設備故障或貴行合作之協力廠商系統軟硬體設備故障或失靈。
- (三)由於天災等不可抗力之因素，致使無法提供服務時。
- 8.If any of the following circumstance occurs, the Bank may terminate or suspend this service, provided that the Bank shall repair as soon as possible.
- (1) Necessary maintenance of system equipment.
- (2) Accidental shutdown of electronic communication equipment or information software and hardware equipment or the shutdown or malfunction of system software and hardware equipment of the associated vendors of the Bank.
- (3) Service cannot be provided due to natural disaster or force majeure.
- 九、立約人應遵守中華民國相關法令規定，若有人為不當或違法使用情形，貴行保留終止電子對帳單服務之權利。
- 9.The Customer shall comply with the laws and regulations of the Republic of China. If there is improper or illegal use, the Bank reserves the right to terminate the electronic balance statement service.
- 十、對於立約人使用本電子對帳單服務所生之損害，除係因可歸責於貴行所致者外，貴行不負賠償責任。
- 10.For any damages due to the use by the Customer of this electronic balance statement service, unless due to the reason attributable to the Bank, the Bank will not bear any liabilities.

壹拾參、特定金錢信託投資國內外有價證券信託契約

XIII.Agreement for specific money trust investment in local and foreign securities

受託人：凱基商業銀行股份有限公司
地址：臺北市松山區敦化北路 135 號 9-11 樓
網址：www.KGIBank.com.tw
Trustee: KGI Bank
Address: 1F~3F, NO.125, and NO.127,
No.135,9~11F Dunhua N.Rd.,Songshan Dist., Taipei City
Website: www.KGIBank.com.tw

立約人（以下稱「委託人」）為辦理特定金錢信託資金投資國內外有價證券為本信託目的，特與凱基商業銀行（以下稱「受託人」）簽訂本信託契約，由受託人收受委託人之信託資金，並依委託人之運用指示投資於國內外之有價證券，雙方同意共同遵守之有關規定及約定條款如下：

The Customer (the "Settlor"), for the purpose of conducting specific money trust investment in local and foreign securities, executes with KGI Bank (the "Trustee") this trust agreement, where the Trustee receives the trust fund of the Settlor and invests in local and foreign securities pursuant to the instruction of the Settlor. Both parties agree to comply with the following provisions and agreements:

一、信託存續期間：

信託期間自申購日起最長五年，惟存續期間屆滿前，委託人或受託人之任一方未以書面表示終止意思時，自屆期之次一日起自動延展五年，其後再屆期者亦同。本契約存續期間中，任一方得以書面通知終止、或有信託終止事由、或信託目的不能達成時，本信託契約得經任一方通知終止。

1.Term of the trust:

The trust period is no more than five years from the purchase date, provided that before the expiration of the period, if both the Settlor and trustee do not express their intent to terminate in writing, the term shall automatically extend for another five years from the date immediately after the expiration date, and the same applies afterwards. During the term of the Agreement, either party may terminate by written notice at any time or at the time that there is termination event or the trust purpose cannot be achieved.

二、信託財產之種類、名稱、數量及價額

- (一) 委託人所交付信託資金之種類、名稱、數量及價額，應依貴行交易指示書或其他約定方式所載，並以經受託人同意收受者為限。
- (二) 前項信託資金之種類、名稱、數量及價額，應符合受託人辦理特定金錢信託投資國內外有價證券相關法令及受託人最低額度、幣別等之規定。

2.Types, name, amount and value of the trust assets

- (1) The types, name, amount and value of the trust assets delivered by the Settlor shall be pursuant to the "Transaction Instruction Letter" or other method agreed by the Settlor and specified thereunder.
- (2) The types, name, amount and value of the trust assets aforementioned shall be in line with the laws and regulations related to the specific money trust investment in local and foreign securities conducted by the Settlor and the regulations regarding the minimum amount and currency of the Trustee.

三、信託資金之運用管理：

- (一) 本契約屬信託業法施行細則第八條第五款所規定之特定單獨管理運用金錢信託，即委託人對信託資金保留運用決定權，並約定由委託人本人或其委任之第三人，對該信託資金之營運範圍或方法，就投資標的、運用方式、金額、條件、期間等事項為具體特定之運用指示，並由受託人依該運用指示為信託資金之管理或處分，受託人對信託財產並無運用決定權。
- (二) 委託人就下列有關信託資金之運用管理，包括申請結匯、買賣外幣、參與投資標的本身有關之各項權利義務之行使及其他有關事項，同意由受託人盡善良管理人之注意運用管理，委託人不另指示或干預，受託人並有權代委託人參與投資標的本身有關之各項權利義務之行使。
- (三) 受託人就信託資金於撥付投資對象指定帳戶前，得不計息予委託人。

3.Usage and management of the trust fund:

- (1) This Agreement is the non-discretionary individually managed money trust under Item 5, Paragraph 8 of the Enforcement Rules for Trust Enterprise Act. Namely, The Settlor retains the power to decide the allocation of the trust fund and stipulates that the Settlor or a third party designated by the Settlor will, with respect to the scope or method for the allocation of the trust fund, make specific, particular allocation instructions as to investment instrument, allocation method, dollar amount, conditions, and time period, and the trustee manages or disposes of the trust fund on the basis of those allocation instructions. The Trustee does not have the power to decide the allocation of the trust fund.
- (2) The Settlor agrees that, with respect to the usage and management of the trust fund, including application for foreign currency settlement, purchase and sale of foreign currency, participation in exercising the rights and obligations related to the investment instruments and other relevant matters, the Trustee shall use and manage with the care of a good administer, and the Settlor shall not instruct otherwise or intervene. The Trustee has the right to participate in exercising the rights and obligations related to the investment instruments on behalf of the Settlor.
- (3) Before the trust fund is paid to the account designated by the investment counterparty, the Trustee has the right not to calculate interests payable to the Settlor.

四、運用之指示：

- (一) 委託人就信託資金為運用之指示時，應以書面或其他經雙方事先書面洽定方式為之。
- (二) 委託人以書面方式指示受託人為運用信託事宜時，應依受託人之規定填寫相關申請文件，並留存印鑑樣式於受託人處，為供受託人接受委託人以書面方式指示時核對印鑑之認證依據。如未留存信託印鑑，則以同幣別之活期(儲)存款業務往來印鑑為憑。
- (三) 委託人單筆及定期投資同意指定委託人本人設於受託人之(新臺幣/外幣)活期(儲)存款帳戶供信託資金及相關費用之收付，委託人就信託資金、信託手續費或其它費用得以自動扣帳方式扣繳，逕自委託人指定並經受託人同意受理之存款帳戶逕行扣帳；其相關授權自動轉帳扣繳文件上加蓋存款之原留印鑑始生效力，受託人無須憑存摺、取款憑條即得逕予撥付。
- (四) 信託資金及費用之收付
 1. 委託人依本約定事項所交付之信託資金及相關費用，應以受託人所指定同意之幣別（包括新臺幣及／或外幣）為之；又就信託本金及收益之返還，應與委託人所交付信託資金為同一幣別或受託人所指定之幣別者為之。但法令另有規定者，不在此限。
 2. 受託人所同意收付之幣別或法令所規定收付之幣別與投資標的所規定之幣別不同時，其不同幣別間之匯兌交易，委託人同意授權由受託人全權處理，並同意得與受託人從事幣別兌換交易行為。
 3. 委託人同意指定委託人本人開立於受託人之存款帳戶供辦理本信託資金、相關費用及收益之收付等事項並授權受託人無須憑存摺、取款憑條即得逕予撥付。

4.Instruction:

- (1) The Settlor shall give the usage instruction for the trust fund in writing or other method agreed by both parties in writing in advance.
- (2) While the Settlor instructs the Trustee the trust related matters in writing, it shall fill out the application related documents pursuant to the regulations of the Trustee, and the specimen seal should be retained by the Trustee for the Trustee to verify the chops upon receiving written instruction by the Settlor. If no trust specimen is retained, the specimen of Customer's demand (savings) deposit in the same currency shall govern.
- (3) For the single and periodical investment, the Settlor agrees to designate the (NTD/foreign currency) demand (savings) deposit account the Settlor set up with the Trustee for receipt and payment of the trust fund and relevant fees. The Settlor agrees to pay the trust fund, trust handling fee or other fees by automatic deduction from the deposit account designated

by the Settlor and accepted by the Trustee. The relevant authorization document for automatic deduction shall be effective only with the specimen seal retained for savings, and the Trustee may process the payment directly without the bank book or withdrawal slip.

- (4) Receipt and payment of trust fund and fees
- a. The trust fund and relevant fees payable by the Settlor pursuant to this provisions shall be made in the currency designated and agreed by the Trustee (including NTD and/or foreign currency); the return of the trust principal and profit shall be in the same currency with the trust fund delivered by the Settlor or other currency designated by the Trustee, provided that the above will not apply if the laws and regulations provide otherwise.
 - b. If the currency agreed by the Trustee for receipt and payment or the currency to be received and paid pursuant to laws and regulations is different from the currency regulated by the investment instrument, the Settlor agrees to authorize the Trustee to handle the currency transactions among different currency at its own discretion, and may conduct currency transactions with the Trustee.
 - c. The Settlor agrees to designate the deposit account the Settlor opens with the Trustee for receipt and payment of the trust fund, relevant fees and profits, and authorizes that the Trustee may allocate and pay without bank book or withdrawal slip.

五、風險之承擔及預告：

(一)委託人為投資之運用指示前已確實詳閱投資標的之相關資料及其規定，並充份瞭解下列事項：

1.基金之買賣係以自己之判斷為之，委託人應瞭解並承擔交易可能產生之損益。

2.基金經金管會核准，惟不表示絕無風險，基金公司以往之經理績效不保證基金之最低投資收益，基金公司除盡善良管理人之注意義務外，不負責基金之盈虧，亦不保證最低之收益，委託人申購前應詳閱基金公開說明書。

3.基金交易應考量之風險因素如下：

(1)投資標的及投資地區可能產生之風險：市場（政治、經濟、社會變動、匯率、利率、股價、指數或其他標的資產之價格波動）風險、流動性風險、信用風險、產業景氣循環變動、證券相關商品交易、法令、貨幣、流動性不足等風險。

(2)若委託人於投資之初係以新臺幣資金或非本商品計價幣別之外幣資金承作商品者，須留意外幣之現金股利及原始投資金額返還時，轉換回新臺幣資產時將可能產生低於投資本金之匯兌風險。

(3)因前述風險、受益人大量買回或基金暫停計算買回價格等因素，或有延遲給付買回價金之可能。

(4)基金投資最大可能損失為信託本金之全部。

4.基金交易係以長期投資為目的，不宜期待於短期內獲取高收益。任何基金單位之價格及其收益均可能漲或跌，故不一定能取回全部之投資金額。

(二)信託資金運用產生之利得、孳息等悉歸委託人享有；其投資風險、費用、稅賦亦由委託人負擔，受託人不保證其盈虧及最低收益。

(三)信託資金因國、內外法令、基金公開說明書、基金經理公司之規定或因其他事由須強制、限制、暫停贖回時，委託人應無條件同意，不得以本信託契約對抗之。(包括所有基金之交易，需依受託人及所指定投資基金經理公司所規定之交易日辦理，如遇假日則順延至下一個交易日)

(四)委託人已瞭解本信託資金非一般銀行存款，故非屬受託人所投保中央存款保險公司理賠項目範圍。其最大可能損失為全部本金及利息。

(五)若遇電腦系統故障或其他不可抗力事故，致未能於指定日期進行扣帳作業時，委託人同意順延至障礙事由排除後之受託人營業時間開始進行扣帳。

(六)對於因天災、事變、戰爭、暴動或外國政府、權力機構或政治團體之扣押、徵收、沒收、毀損或其他行為、信託財產所在地國法令變更、解釋、適用或其他不可歸責於受託人或非受託人所能控制之不可抗力之事由所致信託財產之損失、滅失或凍結等，受託人不負任何責任。

(七)若簽署專業投資人聲明書，即成為專業投資人並不再受金融消費者保護法之保護。

5. Risk tolerance and disclosure:

(1) Before making the investment instruction, the Settlor has read the relevant information and regulations regarding the investment instrument in detail accurately, and fully understood the following matters:

a. The purchase and sale of the funds is made at its own determination, and the Settlor understands and bears the possible loss and profit due to the transaction.

b. The approval of the fund by the Financial Supervisory Commission does not imply that there is no risk, and the previous management performance of the fund house does not guarantee the minimum investment profit. Except for the care of a good administrator, the fund house is not responsible for the profit or loss of the funds, and no guarantee of the minimum profit is made. The Settlor shall read the prospectus of the fund in detail before purchase.

c. The risk factors to be considered for the fund transaction are as follows:

(i.) The risk might occurred for the investment instrument and area: market risk (price fluctuation such as politics, economy, social change, foreign currency rate, interest rate, stock price, index or others), liquidity

risk, credit risk, industry prosperity cycle, securities related product transaction, laws and regulations, currency and lack of liquidity...ect.

(ii.) If the Settlor, upon the investment, uses NTD fund or foreign currency fund other than the denomination currency of the product to invest in the product, it shall note that upon the return of the cash dividend or the original investment amount in foreign currency, the foreign currency risk may occur due to the NTD asset converted into may be less than the investment principal.

(iii.) Due to the aforementioned risk, mass repurchase by the beneficiaries, or the suspension of price calculation of the fund, etc., the delivery of repurchase price may be delayed.

(iv.) The possible utmost loss amount of fund investment is the entire trust principal amount.

d. The fund transaction is for long term investment and it is improper to expect high profit during a short term period. The price of any fund unit and its profit may go upward or downward, and therefore it may not be able to receive the full investment amount.

(2) The profit, dividends and interests from the usage of trust fund will belong to the Settlor; the investment risk, fees and tax will be borne by the Settlor as well. The Trustee would neither guarantee any profit and loss nor the minimum benefit.

(3) If due to local or foreign laws and regulations, fund prospectus, the regulation of the fund management company or other reasons, the trust fund needs to be compulsorily redeemed or restricted or suspended from redemption, the Settlor shall agree unconditionally and shall not hold this trust agreement as defense. (All the fund transaction shall be handled pursuant to the trading days prescribed by the Trustee and its designated investment fund management company. If it is holidays, it shall be postponed to the next trading day.)

(4) The Settlor has understood that the trust fund is not normal bank deposit and thus is not covered by the insurance of the Central Deposit Insurance Corporation. The possible maximum loss is all the principal and interests.

(5) If due to computer system shutdown or other force majeure, the deduction operation is not made on designated date, the Settlor agrees to postpone to do the deduction at the business hours of the Trustee after the shutdown reason is eliminated.

(6) The Trustee is not liable for any damage, loss or freeze of the trust property due to disaster, incident, war, riot, or seizure, collection, expropriation, damage or other actions of the foreign government, authority or political party, the change, explanation, adoption of the laws and regulations of the country where the trust property is located, or other reason not attributable to the Trustee or force majeure not able to be controlled by the Trustee.

(7) Upon signing the declaration letter of professional investors, the Customer will be a professional investor without being protected by the Financial Consumer Protection Act.

六、信託報酬揭露：委託人瞭解並同意受託人辦理本契約項下信託業務（特定金錢信託）之相關交易時，可能得自交易對手之任何費用，均係作為受託人收取之信託報酬。

6. Disclosure of trust remuneration: the Settlor understands and agrees that any fee received from transaction counterparty for the transactions under this trust business (specific money trust) of the Agreement conducted by the Trustee will be the trust remuneration received by the Trustee.

七、費用及報酬之計收：

7. Calculation and receipt of the fees and remuneration:

(一)委託人就信託資金之運用結果不論盈虧，除應負擔所指定運用投資標的之國內外發行機構/經理公司/證券商依個別公開說明書、產品說明書或特別約定條款所載之各項費用（包括但不限於交易費用、稅捐及短線交易等，且由各標的淨資產價值中扣除，非受託人額外收取）外，並應就信託財產運用、管理，另支付信託手續費、信託管理費及轉換手續費等予受託人，該等費用之金額或費率概依受託人規定計算。委託人瞭解並同意受託人辦理本契約書項下特定金錢信託業務之相關交易時，可能得自交易對手之任何費用，均係作為受託人收取之信託報酬。

(1) With respect to the result of the usage of the trust fund, no matter whether profit or loss is received, the Settlor shall bear the various fees specified in the prospectus, product description or separately agreed terms of the investment instrument payable to the issuer, management company or securities firm (including but not limited to transaction fee, tax and short swing trading, etc., all of which shall be deducted from the net asset value of the investment instrument but not additionally charged by the Trustee), and shall pay trust handling fee, trust management fee and conversion handling fee to the Trustee for the usage and management of the trust asset. The amount or rate of such fees shall be calculated according to the regulation of the Trustee. The Settlor understands and agrees that for the Trustee to handle the specific money trust related transactions under this Agreement, any fees to be received from the transaction counterparty will be the trust remuneration received by the Trustee.

1. 申購手續費：

a. Subscription fee:

(1)報酬標準：境外基金以費率 0~3% 計算之；國內共同基金以費率 0~3% 計算之。

(i.) Remuneration standard: The fees for offshore funds are calculated at 0~3%, and for local mutual funds are calculated at 0~3%.

(2)計算方法：以信託本金乘上費率計算之。

(ii.) Calculation method: To be calculated by trust principal multiplied by the fee rate.

(3) 支付時間及方法：由委託人給付予受託人，於申購時一次給付。

(iii.) Payment time and method: One time payment payable by the Settlor to the Trustee upon subscription.

2. 轉換手續費：

b. Conversion fee:

(1) 報酬標準： Remuneration standard

● 指定辦理外匯業務銀行(以下簡稱 DBU)，境外基金每筆費用新臺幣 500 元，國內共同基金每筆費用新臺幣 400 元。另應負擔各基金公司規定之內扣或外收轉換費用。

The cost of each offshore fund for domestic banking unit (hereinafter "DBU") is NT\$500. The cost for each domestic mutual fund is NT\$400. The customers are also liable for inclusive or additional charges or transaction cost required by each fund company.

● 國際金融業務分行(以下簡稱 OBU)，境外基金每筆費用 20 美元，國內共同基金每筆費用 15 美元。另應負擔各基金公司規定之內扣或外收轉換費用。

The cost of each offshore fund for offshore banking unit (hereinafter "OBU") is US\$20; the cost for each domestic mutual fund is US\$15. The customers are also liable for inclusive or additional charges or transaction cost required by each fund company.

(2) 計算方法：於每次基金轉換時逐次收取。

(i.) Calculation method: To be collected upon each conversion of the fund.

(3) 支付時間及方法：由委託人給付予受託人，於辦理轉換時一次給付。

(ii.) Payment time and method: One time payment payable by the Settlor to the Trustee upon request for conversion.

3. 信託管理費：

c. Trust management fee:

(1) 報酬標準：國內及境外基金（含新臺幣、外幣信託）之單筆及定期(不)定額投資未滿一年免收，第二年起依信託金額之實際持有天數乘上費率 0.2% 計收。國內基金及新臺幣信託每次收取最低新臺幣二百元；另外幣信託依投資幣別每次收取最低費用分別為 6 美元、6 歐元、700 日圓、45 港幣、3 英鎊、8 澳幣、8 加幣、8 瑞士法郎、8 紐幣、45 瑞典幣、10 新加坡幣、65 南非幣及 40 人民幣。另國內基金贖回每筆收取新臺幣 30 元匯費。

(i.) Remuneration standard: No fees will be collected for single or periodical and fixed amount (or non-fixed amount) investment of local and offshore funds (including NTD and foreign currency trust) less than one year. From the second year, fee calculated according to the actual holding days of the trust amount multiplied by the fee rate of 0.2% will be collected. The minimum collection for local funds and NTD trust each time is NTD 200 each time; the minimum collection for foreign currency trust each time, depending on the currency, is USD 6, Euro 6, JPY 700, HKD 45, GBP 3, AUD 8, CAD 8, CHF 8, NZD 8, SEK 45, SGD 10, 65 ZAR and RMB 40. In addition, for redemption of local funds, a remittance fee of NTD 30 will be collected each time.

(2) 計算方法：以信託本金乘上費率乘上第二年起實際持有期間計算之(不足一年部份，以實際天數除以 365 計算)。

(ii.) Calculation method: Calculated by the trust principal multiplied by the fee rate and then further multiplied by the actual holding period from the second year (the period less than one year will be calculated by the actual number of days divided by 365).

(3) 支付時間及方法：由委託人給付予受託人，於返還信託本益中扣收。

(iii.) Payment time and method: To be paid by the Settlor to the Trustee and deducted from the trust principal and interests as returned.

4. 通路服務費：

d. Channel service fee:

(1) 報酬標準：費率 0% 至 1.2%。

(i.) Remuneration standard: 0% to 1.2%.

(2) 計算方法：以受託人於交易對手或基金公司之淨資產價值乘上費率計算之。

(ii.) Calculation method: Calculated by the net asset value of the Trustee with the transaction counterparty or fund house multiplied by fee rate.

(3) 支付時間及方法：由交易對手或基金公司給付予受託人，支付方式依各基金公司而有所不同，可能採取月、季、半年、年度支付方式為之；此服務費係已包含於基金公開說明書所規定之費用，由基金公司逕自各基金之每日淨資產價值中扣除。

(iii.) Calculation time and method: To be payable by the transaction counterparty or fund house to the Trustee. The payment method may differ among the fund houses, including monthly, quarterly, semi-annual or annual payment. This service fee has included the fees under the fund prospectus, and shall be deducted from the daily net asset value of the funds by the fund houses.

5. 分銷費用 (Distribution Fee)：

e. Distribution fee:

(1) 報酬標準：年費率 0% 至 1.5%。

(i.) Remuneration standard: 0% to 1.5% per annum.

(2) 計算方法：以受託人於交易對手或基金公司之淨資產價值乘上費率計算之。

(ii.) Calculation method: Calculated by the net asset value of the Trustee with the transaction counterparty or fund house multiplied by fee rate.

(3) 支付時間及方法：委託人應了解所投資手續費後收型商品，國內外發行機構/經理公司/證券商需收取分銷費用，且該費用將由基金資產中支付。

(iii.) Payment time and method: Settlor shall understand that for products where the handing fee will be post-collected, the local or foreign issuer / management company / securities firms will collect distribution fee, which will be paid out from the fund assets.

6. 遞延申購手續費：

f. Postponed subscription fee:

(1) 報酬標準：費率 0% 至 4%。

(i.) Remuneration standard: 0% to 4%.

(2) 計算方法：以受託人於交易對手或基金公司之淨資產價值乘上費率計算之。

(ii.) Calculation method: Calculated by the net asset value of the Trustee with the transaction counterparty or fund house multiplied by fee rate.

(3) 支付時間及方法：手續費後收型商品在贖回時，國內外發行機構/經理公司/證券商將收取遞延申購手續費，計算方式係按申購時之信託金額或贖回時市價與信託本金孰低者，乘以適用之費率計算，於基金贖回時由國內外發行機構/經理公司/證券商自贖回總額中扣收。

(iii.) Payment time and method: Upon redemption of products where the handing fee will be post-collected, the local or foreign issuer / management company / securities firms will collect postponed subscription fee, which will be calculated by trust amount upon subscription or the market price or trust principal upon redemption whichever is lower, multiplied by applicable fee rate, and collected from the redemption amount by the local or foreign issuer / management company / securities firms.

(二) 其他信託相關費用：(本項適用所有投資標的)

(2) Other trust related fees: (This item is applicable to all investment instruments.)

1. 所有費率採取區間揭露方式者，若實際相關服務費費率高於區間上限，受託人應通知委託人；而費率若低於區間上限，則無須通知委託人。

a. In case the fee rate is disclosed by interval, if the actual fee rate is higher than the ceiling, the Trustee shall notify the Settlor; if the fee rate is lower than the floor, no notification to the Settlor is required.

2. 贖回手續費及經理費：依國內外發行機構/經理公司/證券商規定費率由基金資產中逕行扣抵。

b. Redemption fee and management fee: It shall be deducted from the fund assets pursuant to the fee rate prescribed by the domestic and foreign issuing institutions/management companies/securities firms.

3. 其他：按國際金融市場處理有價證券慣例或法令規定臨時增加之費用或稅賦，悉由委託人負擔。

c. Others: the fees or tax accidentally added pursuant to the international financial market practice for securities or laws and regulations shall be borne by the Settlor.

4. 受託人如調整上述各項收費標準時，應於受託人網站公告。

d. If the Trustee adjusts the aforementioned fee standard, announcement shall be made on the website of the Trustee.

八、投資標的之轉換：委託人得於投資之受益權單位數分派後，依受託人及國內外發行機構/經理公司/證券商之規定辦理之。

8. Conversion of the investment instrument: After the beneficial units of the investment is distributed, the Settlor may proceed according to the regulations of the Trustee and the domestic and foreign issuing institutions/management companies/securities firms.

九、投資標的之贖回：

(一) 委託人得於投資之受益權單位數分派後，依受託人及國內外發行機構/經理公司/證券商之規定辦理之。

(二) 委託人申請贖回信託資金，悉依受託人及所指定投資標的之國內外發行機構/經理公司/證券商所規定之交易日辦理。經國內外發行機構/經理公司/證券商通知入帳時，委託人同意受託人將入帳金額，扣除有關稅賦及費用後撥入委託人本人之同幣別活期(儲)存款帳戶，受託人不接受任何予第三者之指定。

9. Redemption of investment instrument:

(1) After the beneficial units of the investment is distributed, the Settlor may proceed according to the regulations of the Trustee and the domestic and foreign issuing institutions/management companies/securities firms.

(2) The redemption of trust fund by the Settlor shall be handled on the trading days prescribed by the Trustee and the domestic and foreign issuing institutions/management companies/securities firms designated by the Trustee for the investment target. After the notification for payment by the domestic and foreign issuing institutions/management companies/securities firms, the Settlor agrees that the Trustee shall pay the amount to the same currency demand (savings) deposit account of the Settlor after deducting relevant tax and fees. The Trustee will not accept any designation to a third party.

十、信託收益計算、分配之時期及方法：信託資金運用所生之收益，受託人依分配基準日按委託人所享有之信託財產權益比例，扣除相關費用及稅賦後，悉以現金分配予委託人本人之同幣別活期(儲)存款帳戶，如遇原指定入帳帳戶結清或無法正常入帳時系統將自動轉入委託人於受託人開立之其他帳戶，外幣帳戶如無該幣別，系統將自動開立該幣別帳戶後存入。若當月可分配收益總金額未達基金公司規定之最低匯款金額，基金公司將自動轉入再投資，則當月之收益分配將依基金公司之通知書以單位數分配予委託人。

10. Calculation of trust profit, distribution time and method: The Trustee shall, on the distribution record date, distribute in cash the profits from usage of the trust fund, after deducting relevant fees and tax, based on the ratio of the trust property rights enjoyed by the Settlor, to the same currency demand (savings) deposit account of the Settlor. If the designated account is settled or cannot be used as normal, it will be automatically transferred to other accounts the Settlor opened with the Trustee. For foreign currency account, if no identical currency exists, the system will create such currency account automatically and then deposit. If the profit amount to be distributed in that month does not reach the minimum remittance amount prescribed by the fund house, the fund will automatically transfer for re-investment, and the profit distribution in that month will be distributed in the fund unit as specified in the notice of the fund house.

十一、權利轉讓及設質之禁止：委託人因本信託關係所生之信託財產之權利，非經貴行事前書面同意，不得轉讓或設質予第三人。

11. Prohibition of transfer and pledge of the rights: The Settlor shall not transfer or pledge the rights on the trust property due to the trust relationship to third parties.

十二、受託人之責任：

(一)受託人應依委託人之運用指示，符合投資標的相關法令之規定及國際金融慣例，以善良管理人之注意義務，妥善處理本信託事務。

(二)除受託人故意或重大過失外，委託人不得以受託人、發行機構、指定執行買賣之金融機構、管理機構、交割機構、保管機構或其他第三人之任何作為或不作為對受託人主張任何權利或要求任何損害賠償。

12. Responsibilities of trustee:

(1) The Trustee shall, according to the allocation instruction of the Settlor, in compliance with the laws and regulations related to the investment instrument and the international finance practice, properly handle the trust matters with the care of a good administrator.

(2) Except for the willful misconduct or gross negligence of the Trustee, the Settlor shall not due to any actions or omissions of the Trustee, issuer, the financial institutions instructed for execution of the trading, management institution, settlement institution, custodian or other third parties claim any rights against the Trustee or ask for any indemnity.

十三、帳務處理及報告：

(一)同一投資日倘有多數委託人為同一投資標的之投資指示時，受託人得集合各該委託人之資金為共同運用，將該投資總價金向該發行機構所購得之單位數分配予委託人。惟分配過程中有因算術計算無法除盡時，將依受託人之作業處理方式分配予委託人，委託人不得異議。

(二)委託人投資信託資金之保管、領取孳息等事宜均由受託人全權處理。

(三)受託人應就信託資金運用情形，定期印製對帳單寄送予委託人；境外結構型商品交易確認書(交易包含申購、贖回不包含配息及分紅)另於分配確認起三個營業日內製作後寄送予委託人；**茲此聲明本行對帳單及交易確認書印製、寄發係採委外辦理。**

13. Account handling or report:

(1) On the same investment date, if multiple settlor make investment instruction for the same investment instrument, the Trustee may consolidated the fund of each settlor for common use, and distribute the units purchased by the total investment amount from the issuer, provided that if in the distribution due to the calculation there is fractions, it will be distributed according to the operation of the Trustee and the Settlor shall not raise objections.

(2) The custody of the trust fund invested by the Settlor and the collection of the profit will be handled by the Trustee at full authorization.

(3) The Trustee shall, print out the balance statement for the trust fund usage periodically to send out to the Settlor; the trading confirmation of offshore structure products (including subscription, redemption but excluding dividend or other benefit distribution) will be produced and sent out to the Settlor within three trading days after the distribution is confirmed. **It is hereby declared that the printing and mailing of the balance statement and trading confirmation will be outsourced.**

十四、信託關係消滅時，信託財產之歸屬及交付方式：委託人以書面與受託人協議領回信託財產者，受託人應於合理期限內結算，以現金返還信託財產予委託人。

14. Upon elimination of the trust relationship, the ownership of trust property and delivery method: if the Settlor agrees with the Trustee in writing to collect the trust property back, the Trustee shall settle within a reasonable period of time and return the trust property in cash to the Settlor.

十五、信託契約之變更、解除及終止之事由：

(一)本契約除因法令變更或依法院或主管機關之命令變更外，其變更應經雙方同意為之。

(二)本契約條款如有修改或增刪時，經受託人以書面通知(付郵時，以郵寄至委託人對帳單寄送地址，經通常之郵遞期間後，視為已送達委託人)或公告(包含但不限於受託人營業處所或網站)後，委託人於三十日內不為異議者，視同承認該修改或增刪條款。委託人如有異議，

應於前開異議期間內通知受託人終止本契約。

(三)本信託契約除法令另有規定外，因下列事由發生而終止：

- 1.委託人以書面通知受託人終止契約。
- 2.信託財產已全數移轉交付委託人或新委託人(因遺產繼承或贈與)。
- 3.委託人或受託人違反本信託契約規定，且未於他方當事人書面所定期限內補正或改善。
- 4.本信託契約於執行管理上有實際困難，或其他不可抗力之因素。

(四)如因法令變更或委託人指定投資之有價證券章程另有規定，或其他因法院裁判或執行，或其他原因致其投資無法進行或存續者，受託人有權隨時回贖投資並得終止本契約。

15.Reason for amendment, cancellation and termination of trust agreements:

- (1) Except due to amendment to laws and regulations or orders by the court or competent authority, the amendment to the Agreement shall be agreed by both parties.
- (2) Upon amendment, supplement or deletion of the provisions of this Agreement, if the Settlor does not raise objections within thirty days after the written notice (if delivered by mailing, it shall be mailed to the address of the Settlor for receiving the balance statement and will be deemed as arriving after reasonable mailing period) or announcement (including but not limited to the business address of the Trustee or its website) of the Trustee, it will be deemed as agreed. If the Settlor has any objection, it shall notify the Trustee to terminate the Agreement within the aforementioned objection period.
- (3) Except for otherwise set forth under the laws and regulations, this trust agreement will be terminated upon occurrence of the following matters:
 - a. The Settlor notified the Trustee to terminate the Agreement in writing.
 - b. The trust property has been transferred and delivered to the Settlor or the new settlor (due to inheritance or gift) in whole.
 - c. The Settlor or Trustee breaches this trust agreement and does not cure or improve within the prescribed period in the document provided by the counterparty.
 - d. This trust agreement has actual difficulties in execution and management, or there is other force majeure.
- (4) If the investment is not able to proceed or continue due to change in law or regulation, the chapters related to the securities designated by the Settlor for investment regulating otherwise, court judgments or execution, or other reasons, the Settlor has the right to redeem the investment and terminate the Agreement at any time.

十六、個人資料之使用：

(一)委託人同意受託人為下列各項目的，而為蒐集、處理、利用並准許下列第三人在下述目的範圍內利用委託人之個人資料：

- 1.相關交易。
- 2.提供予財團法人金融聯合徵信中心或一般金融機構，為各項合於其營業登記業務或特定目的之利用。
- 3.一般金融同業徵信、財物資訊交換之目的。
- 4.對持有委託人/受益人所簽發支票持票人之查詢。
- 5.推介、提供受託人之產品及服務。
- 6.准予第三人推介、提供其產品及服務予委託人/受益人，於推介、提供其產品及服務之範圍內。
- 7.受託人依法委託第三人處理事務，於該第三人受任事務之範圍內。
- 8.其他法令所准許之各項目的。

(二)受託人得將委託人/受益人與其往來之資料提供/揭露予下列之人或機關：

- 1.主管機關、司法單位或其他有權限之政府機構。
- 2.受託人依委任處理事務之人。

16. Usage of personal data:

- (1) The Settlor agrees that the Trustee may, for the following purpose, collect, process, use and allow the following third parties to use the personal data of the Settlor within the scope of the following purpose:
 - a. Relevant transaction.
 - b. Provision to the Joint Credit Information Center or general banking institutions for the use complying with its registered business or specific purpose.
 - c. Credit verification or property or information exchange purpose of general banking industry.
 - d. Inquiry of the holder of the checks executed by the Settlor / beneficiary.
 - e. Recommendation, and provision of the product and service of the Trustee.
 - f. For a third party to recommend, and provide the product and service to the Settlor / beneficiary to the extent of such recommendation, and provision of the product and service.
 - g. For the Trustee to outsource to a third party to handle such matters according to laws, to the extent of such matters outsourced to such third party.
 - h. The purpose allowed under other laws and regulations.
- (2) The Trustee may provide / disclose the information of the Settlor / beneficiary and its transactions to the following persons or institutions:
 - a. Competent authority, judicial units or other competent authority.

b. The persons of the Trustee handling the matters according to the mandate.

十七、委託人同意受託人得將往來交易業務相關作業委託適當之第三人合作辦理，委外作業包含資料處理、表單、憑證等資料保存、電子通路客戶服務及其他依主管機關核定之得委外作業之事項，於必要時得依主管機關規定或經其核准委託適當之第三人合作辦理。

17. The Settlor agrees that the Trustee may engage appropriate third parties to cooperate and handle the operations related to the transactions. The outsourced operation includes information handling, safe-keeping of forms and certificates, electronic channel client service, and other matters which are approved by the competent authority to be outsourced. As necessary, those matters may be outsourced to appropriate third parties to cooperate and handle pursuant to the regulations of the competent authority or its approval.

十八、適用法律及管轄法院：

本信託契約及依本契約相關文件所為之信託交易適用中華民國法律。如因本信託契約涉訟時，雙方同意由臺灣臺北地方法院為第一審管轄法院。

18. Governing law and jurisdiction:

This trust agreement and the trust transactions made under the relevant documents of this Agreement shall be governed by the laws of the Republic of China. If this trust agreement involves any controversies, both parties agree that it shall be submitted to the Taiwan Taipei District Court for the first instance.

十九、保密義務：受託人對於委託人/受益人就本契約所涉及之各項往來、交易資料，除另有約定或法令另有規定外，應予保密。

19. Confidentiality: For the transactions and trading information of the Settlor / beneficiary involved in this Agreement, the Trustee shall keep confidential unless otherwise agreed or specified under the laws and regulations.

廿、稅賦：委託人/受益人辦理本項信託業務之稅務處理，悉依中華民國稅法及相關法令規定辦理，但相關法令如有修正，依修正後之規定辦理。

20. Taxation: The tax treatment of this trust business handled by the Settlor / beneficiary shall be processed according to the tax law and relevant laws and regulations of the Republic of China, provided that if the relevant laws and regulations are amended, it shall be handled according to the amended laws and regulations.

廿一、委託人身分限制：

依部分境外基金公開說明書規定，投資人不得具有美國公民或居民身分，或其它資格限制，委託人茲聲明其已明瞭前開投資限制，就其投資標的已符合各該公開說明書或法令有關投資人身分相關之要求或限制，如有不實應自負其責，並賠償受託人因此所受損害。

21. Qualification of the Settlor

Pursuant to certain offshore fund prospectus, the investor cannot be a citizen or a resident of the U.S.A. or there is other qualification. The Settlor hereby represents it has understood the aforementioned investment restrictions, and with respect to the investment instrument, it has complied with the requirement or restriction regarding the investor identity under the relevant prospectus or laws and regulations. If it is untrue, the Settlor shall bear the responsibility itself, and indemnify the damages the Trustee incurred therefrom.

廿二、委託人確定無涉及洗錢與不法交易之情事且同意配合基金公司短線交易及擇時交易之規定辦理。

對短線交易，基金公司保留拒絕交易、收取短線交易費用及設限交易次數之權利。「短線交易限制及收取費用詳見各基金公開說明書或中華民國證券投資信託暨顧問商業同業公會網站 www.sitca.org.tw。」

22. The Settlor confirms that it is not involved in any money laundering or illegal transactions and agrees to cooperate with the short swing trading or market timing trading restriction of the fund house. For short swing trading, the fund house reserves the right to refuse the trading, collect the short swing trading fee and restrict the number of the trading. "For the short swing trading restriction and the fee to be collected, please refer to the fund prospectus and the website of the Securities Investment Trust and Consulting Association of the R.O.C. at www.sitca.org.tw for the details."

廿三、委託人同意受託人得就委託人從事基金交易符合公開說明書短線交易認定標準者，依主管機關、境外基金機構或總代理人所規定之格式，提供委託人相關資料（若屬美國註冊之系列基金尚須提供身分證字號）予境外基金機構或總代理人。

23. The Settlor agrees that the Trustee may, for the fund trading of the Settlor which meets the standard of short swing trading under the prospectus, provide the relevant information of the Settlor (for the funds registered in the U.S., the ID number is required) according to the format prescribed by the competent authority, offshore fund institution or master agent to the offshore fund institution or the master agent.

廿四、定期投資另須符合下列規定

(一)定期委託事項異動之申請：

委託人就信託標的、金額、扣款日期、扣款帳號、停止扣款、恢復扣款等事項如須異動時，至遲應於指定投資扣款日之前一個營業日下午五點前，向受託人辦妥異動變更手續後始為生效。

(二)定期扣款方式：

1.採定期投資方式之委託人應於約定投資扣帳日之前一營業日於指定之撥款帳戶內留存足夠扣款金額（含本金及手續費），若扣款金額不足，則委託人可於當日下午二時前存入足額款項，系統將於下午二點自動執行補扣款，否則視為該次不委託扣款投資。若同一筆連續三次無法扣款成功，則自動視為暫停扣款。

2.委託人申請基金轉換及複選扣款日交易後，若單位數未分配，委託人暫不得對此在途單位數進行任何其它交易。

3.倘有數筆扣帳款項而餘額不足時，授權受託人任意選擇撥付，委託人不得指定或異議。

24. The periodical investment shall comply with the following regulations:

(1) Application for the change of the periodical mandate matters:

If the Settlor needs to change the trust instrument, amount, deduction date, deduction account number, suspension of the deduction, resumption of the deduction, etc., the Settlor shall, at least before 5:00 PM of the business day immediately prior to the deduction date of the designated investment, complete the procedure for such change with the Trustee so as to be effective.

(2) Method of the periodical deduction:

a. The Settlor adopting periodical investment shall, on the business day immediately prior to the agreed investment deduction date, have enough money in the designated deduction account (including principal and handling fee). If the deduction amount is insufficient, the Settlor may save enough money before 2:00 PM on the investment deduction date, and the system will automatically deduct again at 2:00 PM, or otherwise it will be deemed as no mandate for the deduction and investment this time. If for the same investment the deduction fails continuously for three times, it will be deemed as suspension for deduction automatically.

b. After the application of the Settlor for fund conversion and multiple deduction date trading, if the units have not been distributed, the Settlor may not proceed with any other trading of these units temporarily.

c. If there are several deduction but the balance is not enough, the Trustee is authorized to choose whatever to deduct at its sole discretion and the Settlor shall not designate or raise objection.

廿五、如受託人於信託存續期間實行特定優惠專案時，有關費用計收與交易限制之部分將優先適用其所屬專案之規定。

25. If the Trustee implements any specific favorable project during the trust period, the calculation and collection of the fees and trading restriction under the subject project will apply.

廿六、本契約為委託人與受託人辦理特定金錢信託投資國內外有價證券之一般約定事項，若因產品特性需另訂約定，委託人同意遵守所簽署之各約定條款。

26. This Agreement is general provisions for the Settlor and Trustee to handle specific money trust investment in local and foreign securities. If due to product characteristics, other agreement shall be made, the Settlor agrees to comply with the relevant agreements executed.

廿七、委託人於本行OBU投資未經我國主管機關相關審查程序之信託商品，委託人充分了解以下風險與事項：

(一)所提供之金融商品未經我國主管機關審查或核准，亦不適用備查或申報生效之規定；

(二)所提供金融商品僅得於銀行OBU對中華民國境外客戶為推介及交易對象；

(三)銀行OBU客戶不適用「金融消費者保護法」之規範以及金融消費爭議處理機制。

(四)所提供金融商品之商品說明書文件可能以中文或英文提供。

27. The client fully understands the following risks and matters upon investing in KGI's OBU products which have not been gone through the review procedures stipulated by Taiwan's regulators.

(1)The financial products have not been reviewed or approved by Taiwan's regulators, and the rules for filing for record or report for effectiveness do not apply.

(2)The financial product can only be recommended to or transacted by offshore customers in the OBU of banks;

(3)The bank's OBU clients are not subject to the rules stipulated in the Financial Consumer Protection Act and the handling mechanisms for financial consumption disputes.

(4)The product term sheet of financial products can be provided in Chinese or English version.

廿八、本契約如有未盡事宜，悉依中華民國法令規章、基金經理公司規定或雙方書面協議辦理之。

28. Any matters not specified under the agreement shall be handled according to the laws and regulations of the R.O.C., the regulations of the fund management company or the written agreement between the parties.

壹拾肆、企業金融網服務約定條款

XIV. Corporate eBanking Services Terms and Conditions

【一般約定事項】

【General Terms and Conditions】

一、立約人向貴行申請使用企業金融網(以下稱「本服務」)時，包括現有及爾後新增之服務項目或功能，應優先適用企業金融網服務約定條款(以下稱「本約定條款」)，本約定條款未特別約定者，則適用本約定書第壹章、一般約定條款。

1. When applying for the use of Corporate eBanking Services (hereinafter referred to as 'the Service') at KGI Bank, including existing and additions of service items or functions in the future, the following Corporate eBanking Services Terms and Conditions (hereinafter referred to as 'the Terms and Conditions') shall be applicable to the Customer. For other matters not specified in the following terms and conditions, the Chapter I. General Terms and Conditions shall be applicable.

二、名詞定義

2. Definition of terms

- (一)網路銀行業務：指立約人端電腦設備經由網際網路與貴行電腦連線，無須親赴貴行櫃檯，即可直接取得貴行所提供之各項金融服務。
- (1)Ebanking affairs: Refers to computer devices at the Customer's end that connect to KGI Bank's computers via the Internet, so that the Customer does not need to visit KGI Bank in person to directly acquire the various financial services offered by the Bank.
- (二)電子文件：指貴行或立約人經由網路連線傳遞之文字、聲音、圖片、影像、符號或其他資料，以電子或其他以人之知覺無法直接認識之方式，所製成足以表示其用意之紀錄，而供電子處理之用者。
- (2)Digital documents: Refer to records composed of texts, audios, images, videos, symbols or other information transmitted via the Internet by the Bank or the Customer, in the form of digital or other ways not directly understood by human perception, produced for the purpose of digital processing.
- (三)數位簽章：指將電子文件以數學演算法或其他方式運算為一定長度之數位資料，以簽署人之私密金鑰對其加密，形成電子簽章，並得以公開金鑰加以驗證簽署人之身份、資格及電子文件之真偽。
- (3) Digital seal: Refers to digital data by digital documents computed as digital information of certain length via mathematical algorithms and encrypted by the signing party's private key, for the purpose of verification of the identity and authority of the signing party, and authenticity of digital documents, with the use of public keys.
- (四)憑證：指載有數位簽章驗證資料，用以確認簽署人身分、資格之電子形式證明。
- (4) Electronic certificate: Refers to electronic form proof for the verification of the identity and authority of the signing party for information with digital seal.
- (五)載具：指供憑證儲存之硬體，具一定安全規格，供使用者於交易放行時使用。
- (5) Token: Refers to hardware for storage by electronic certificate with certain level of security specification, for the purpose of use by party's in approved transactions.
- (六)私密金鑰：係指具有配對關係之數位資料中，由簽署人保有，用以製作數位簽章者。
- (6) Private key: Refers to matching digital data kept by the signing party, for the making of digital seal.
- (七)公開金鑰：係指具有配對關係之數位資料中，對外公開，用以驗證數位簽章者。
- (7) Public key: Refers to public matching digital data, for the verification of digital seal.
- (八)約定轉出帳號：指立約人以書面與貴行約定之特定活期性存款帳戶(不含設質戶及備償專戶)用以轉出款項進行相關支付。
- (8) Designated outward transfer account : Refers to specific demand deposit account agreed in writing by the Customer and the Bank (does not include pledge accounts and reverse accounts), for outward remittance for relevant payment.
- (九)授權中心：立約人可向 貴行申請授權中心用以設定內部使用者之權限及交易簽核流程等功能。授權中心之使用者，分為授權管理者及授權主管，立約人得僅申請授權管理者，由其完成各項授權中心設定，或申請經由授權管理者編輯，送呈授權主管覆核。授權管理者與授權主管不得於線上從事各項交易行為，但立約人另行申請授權管理者及/或授權主管兼具交易/放行權限者，不在此限。
- (9) User management center: The Customer may apply at the Bank for user management center for functions such as setting of internal user authorities and approval process of transactions. Users of the user management center may be administrator or supervisor . The Customer may only apply for the post as administrator, and complete the various user management center settings, or apply for edits by administrator and sent for review by supervisor . Administrator and supervisor shall not conduct any transactions online, but the Customer may apply separately for the administrator and/or supervisor to hold in adjunct the authority for transaction/approval of transactions, which shall not be limited by the above provision.
- (十)系統使用者：係指立約人無申請授權中心之使用者。
- (10) System user: Refers to user accessing on behalf of the Customer without user management center .
- (十一)授權管理者：擁有授權中心交易設定權限。
- (11) Administrator: Refers to personnel with authority to set transactions in user management center .
- (十二)授權主管：擁有授權中心交易覆核權限。
- (12) Supervisor: Refers to personnel with authority to review transactions in user management center .
- (十三)檔案傳輸：係指透過檔案傳輸協定進行資訊交換(File Transfer Protocol；以下稱 FTP 或 SFTP)。
- (13)File transmit: Refers to the information exchange through File Transfer Protocol (hereinafter referred to as 'FTP or SFTP').
- (十四)交易指示作業服務：係指立約人透過 貴行提供的網路平台申請相關交易指示或銀行服務。
- (14)Transaction instruction service: Refers to the application from the Customer for related transaction instructions or banking services via the internet platform provided by the Bank.
- (十五)行動裝置：係指包含但不限於智慧型手機、平板電腦等具通訊及連網功能之立約人端設備。
- (15)Mobile device: Refers to the Customer's devices with communication and internet functions, including but not limited to the smart phone, or tablet computer.
- (十六)行動應用程式(Mobile Application；以下簡稱 APP)：係指安裝於行動裝置上之應用程式。

- (16) Mobile Application (hereinafter referred to as APP): Refers to the Application program installed into the Mobile device.
- (十七) 應用程式與應用程式間資料傳輸(Application to Application; 以下簡稱 AP2AP): 係指立約人與 貴行事先約定應用系統相互傳輸通訊方式與規格, 以達到資訊自動化交換, 並執行各項查詢或交易服務。
- (17) Application to Application (hereinafter referred to as AP2AP): Refers to the methods for communication with each other and specifications of the application system which are agreed in advance by the Customer and the Bank in order to achieve automatic exchange of information and perform various inquiries or transaction services.
- (十八) 應用程式介面 (Application Programming Interface; 以下簡稱 API): 係指各種系統之間依據 貴行提供之通訊傳輸電文規格, 讓應用系統間相互傳輸電文資訊, 以達到資訊自動化交換, 並執行各項查詢或交易服務。
- (18) Application Programming Interface (hereinafter referred to as API): Refers to the transmission of messages between various systems according to the communication and transmission specifications provided by the Bank, so that the application systems can transmit telegram information with each other to achieve automatic exchange of information and perform various inquiries or transaction services.
- (十九) 動態密碼(One Time Password; 以下簡稱 OTP): 係指透過特殊演算法計算出一組隨機唯一的動態密碼。
- (19) One Time Password (hereinafter referred to as OTP): Refers to a unique dynamic password generated via the special algorithms .
- (二十) 生物辨識: 係指利用個人獨一無二的生理或行為特徵, 如人體指紋、臉部、聲音、虹膜, 甚至人體骨幹, 來辨識使用者身分。
- (20) Biometric identification: Refers to utilizing an individual's unique physiological or behavioral characteristics, such as human fingerprints, faces, voices, irises, and even human backbones, to identify users.
- (二十一) 指紋辨識: 為生物辨識之一, 係指透過行動裝置內建的指紋辨識功能進行身分確認。
- (21) Fingerprint recognition: Refers to one of Biometric identification, using fingerprint recognition built in the Mobile device to confirm identification.
- (二十二) 臉部辨識: 為生物辨識之一, 係指透過行動裝置內建的臉部辨識功能進行身分確認。
- (22) Facial recognition: Refers to one of Biometric identification, using facial recognition built in the Mobile device to confirm identification.
- (二十三) 圖形密碼: 係指透過 貴行網路銀行或行動裝置內之圖形密碼功能, 以自行繪製之圖形密碼進行身分確認。
- (23) Graphic password: Refers to using the self-drawing graphic password via the function of graphic password provided by the Corporate eBanking or APP of the Bank to confirm identification.

三、授權中心、授權管理者與授權主管

3. User management center, administrator and supervisor

(一) 立約人如啟用授權中心, 授權管理者與授權主管得於授權中心進行以下之管理設定:

(1) If the Customer activates the use of a user management center, administrator and supervisor may complete the following management settings at the user management center:

1. 人員管理: 管理各個人員之限額權限及帳號權限等設定。

User setup: Manage settings of personnel such as quota authority and account authority, etc.

2. 角色管理: 管理各種角色之交易權限及所屬人員等設定。

Group setup: Manage settings of role such as transaction authority and personnel, etc.

3. 簽核流程管理: 管理各種簽核流程之層級及角色等設定。

Payment limit setup: Manage settings of various approval process such as levels and roles, etc.

4. 交易簽核流程設定: 設定各類交易適用之簽核流程。

General transaction flow: Set approval process applicable for the various transactions.

(二) 授權管理者與授權主管設定權限後, 其授權使用者依所屬角色、權限, 按設定簽核流程進行交易, 所產生之風險或損失由立約人完全承擔。

(2) Upon setting of authorities by administrator and supervisor, authorized users may conduct transactions according to their group, authority by set payment limit. The Customer shall be completely responsible for the generated risk or loss.

(三) 立約人同意如欲變更授權中心設定, 由啟用變更為不啟用, 或由啟用一位授權管理者及一位授權主管變更為啟用一位授權管理者, 將以註銷本服務後重新申請方式辦理, 且聲明已完全明瞭並同意申請註銷本服務後, 原留存之編輯及交易資料將會一併註銷且無法轉換至新申請之本服務內, 立約人無任何異議。

(3) The Customer agrees that if he or she wishes to change the setting of the user management center from 'activation' to 'no activation', or from activating one administrator and one supervisor to only activating one administrator, the Customer shall cancel this Service and submit a new application for such changes. The Customer also declares that he or she is completely aware of and agrees that upon cancellation of this Service, the originally stored setup and transaction information will be cancelled altogether, and cannot be transferred to the newly applied Service. The Customer does not object to the content of the above provision.

四、角色與人員行為等同於立約人

4. Behavior of the group and user is regarded as that of the Customer

(一)授權管理者、授權主管與其於授權中心所設定之角色與人員所為之行為視同於立約人之行為，若因角色與人員行為所致立約人之損失，由立約人自負其責；若致貴行或第三人受有損失，立約人並應負連帶賠償責任。

(1)All behavior of administrator, supervisor and group/user set by them at the user management center shall be regarded as that of the Customer. The Customer shall be solely responsible for any incurred losses of such behavior. The Customer is also jointly responsible for any incurred losses for the Bank or third parties.

(二)角色與人員逾越授權管理者及/或授權主管設定之交易權限，貴行系統將不予執行交易。

(2)The Service shall not permit any behavior or transactions in excess of the transaction authority set by the administrator and/or supervisor by group and user.

(三)立約人了解使用企業金融網所為之任何交易，該風險係由立約人自行負責與控管。立約人雖得透過啟用授權中心之簽核流程設定使用交易覆核機制加以控管帳戶交易活動，惟立約人仍需承擔授權風險，故立約人應審慎評估與控管。

(3)The Customer understands that he or she shall be solely responsible for and monitor any risks arising out of any transactions conducted using the Corporate eBanking Services . Despite the fact that the Customer may activate the use of the transaction review mechanism of the approval process settings in the user management center to monitor transaction activities of accounts, the Customer may still be liable for authorization risks. Thus, the Customer shall evaluate and monitor such activities with care.

五、企業金融網網頁之確認

5. Confirmation on Corporate eBanking services webpage

立約人使用企業金融網前，應先確認企業金融網正確之網址「<https://cnb.KGIBank.com>」方可使用企業金融網服務。相關操作手冊與使用說明請詳企業金融網網頁公告或洽諮詢電話 02-80239088、0800255777。貴行應以一般民眾得認知之方式，告知立約人企業金融網應用環境之風險。貴行應盡善良管理人之注意義務，隨時維護網站的正確性與安全性，並隨時注意有無偽造之網頁，以避免立約人之權益受損。

Before the use of the Corporate eBanking Services , the Customer shall first confirm that the Corporate eBanking Services webpage is the correct address: 'https://cnb.KGIBank.com' for the use of Corporate eBanking Services. For relevant operation manual and instructions for use, please refer to announcements of the Corporate eBanking Services or call 02-80239088 and 0800255777. The Bank shall inform the Customer of the risk of the application of the Corporate eBanking Services by means of understanding of the general public. The Bank shall perform relevant obligations as a good-willed manager, to always maintain accuracy and security of the website, and watch out for counterfeit websites to avoid damage to the rights of the Customer.

六、服務項目

6. Service items

貴行應於本約定條款載明提供之服務項目，如於貴行企業金融網呈現相關訊息者，並應確保該訊息之正確性，其對立約人所負之義務不得低於貴行企業金融網之內容。

For offered service items stated in this Agreement by the Bank, if relevant information is displayed on the Corporate eBanking Services , the Bank shall ensure accuracy of such information. The Bank's obligations to the Customer shall not be less than the content displayed on Corporate eBanking Services.

七、連線所使用之網路

7. Network used for connection

貴行及立約人同意使用約定之網路或網際網路進行電子文件傳輸。貴行及立約人應分別就各項權利義務關係與各該網路業者簽訂網路服務契約，並各自負擔網路使用之費用。

The Bank and the Customer agree to use the agreed network or Internet for transfer of digital files. The Bank and the Customer shall sign a Network Service Agreement with the various network providers separately for the various rights and obligations, and be responsible for the fee of their individual network use.

八、電子文件之接收與回應

8. Receipt and response of digital documents

(一)立約人接收含數位簽章或經立約人同意用以辨識身份之電子文件，除查詢之事項外，貴行應提供該交易電子文件中重要資訊之網頁供立約人再次確認後，即時進行檢核及處理，並將檢核及處理結果，以雙方約定之方式通知立約人，或供立約人使用網站提供功能自行查詢。

(1) Upon receipt of digital documents with digital seal(s) for identity verification as per agreement by the Customer, the Bank shall provide on the website the important information within the digital documents of the transaction for the Customers re-confirmation, before then conducting instant review and processing. Results of the bank review and processing shall be disclosed to the Customer by means previously agreed upon by both parties, or available by inquiry by the Customer using the offered functions of the website.

(二)貴行或立約人接收來自對方任何電子文件，若無法辨識其身分或內容時，視為自始未傳送。但貴行可確定立約人身分時，應立即將內容無法辨識之事實，以電話、Email、電子文件或雙方約定之方式通知立約人。

(2) Upon receipt of any digital documents by the Bank or the Customer from the other party, if the receiving end is unable to verify the identity or content of such documents, such documents shall be deemed undelivered. However, if the Bank can confirm identity of the Customer, the Bank shall immediately inform the Customer of the content of the document being unidentifiable by means of telephone, e-mail, digital document or any other means previously agreed upon by both parties.

九、電子文件之不執行

9. Conditions not to be executed by digital documents

如有下列情形之一，貴行得不執行任何接收之電子文件：

In any of the following cases, the Bank shall not execute any received digital documents:

(一) 有具體理由懷疑電子文件之真實性或所指定事項之正確性者。

(1) There are specific reasons for doubt of the authenticity of the digital document(s) or the accuracy of the specified matter(s).

(二) 貴行依據電子文件處理，將違反相關法令之規定者。

(2) The Bank would have violated regulations of relevant legal acts if it follows the instructions for transaction of digital document(s).

(三) 貴行因立約人之原因而無法於帳戶扣取立約人所應支付之費用者。

(3) The Bank is unable to charge the relevant fees as payment from the account of the Customer for reasons relating to the Customer.

(四) 立約人有第三十八點所述情形之一者。

(4) The Customer is subject to any of the conditions stated in Article 38.

貴行不執行前項電子文件者，應同時將不執行之理由及情形，以雙方約定之方式通知立約人，立約人受通知後得以電話、Email、電子文件或雙方約定之方式向貴行確認。

In cases when the Bank does not execute according to the instructions of the afore-mentioned digital documents, the Bank shall notify the Customer of the reasons and conditions of its decision by means previously agreed upon by both parties. The Customer may confirm with the Bank by means of telephone, e-mail, digital document or any other means previously agreed upon by both parties upon notification.

十、電子文件交換作業時限

10. Time limit for exchange operation of digital documents

電子文件係由貴行電腦自動處理，立約人發出電子文件，經立約人依第八點(一)貴行提供之再確認機制確定其內容正確性後，傳送至貴行後即不得撤回。但未到期之預約交易在貴行規定之期限內，得撤回、撤銷。

Digital documents shall be automatically processed by the Bank's computers. After a digital document is sent by the Customer, the accuracy of the content of which shall be confirmed by the Customer according to the re-confirmation mechanism in Article 8, section (1) provided by the Bank, prior to sending to the Bank. Such documents are irrevocable after being sent to the Bank. However, booked transactions not yet expired can be withdrawn or revoked within the stated limit of the Bank. 若電子文件經由網路傳送至貴行後，於貴行電腦自動處理中已逾貴行營業時間時，貴行應即以電子文件通知立約人，該筆交易將依約定不予處理，或自動改於次一營業日處理或依其他約定方式處理。

If a digital document has been sent to the Bank by network, and is under automatic processing by the Bank's computer outside of office hours, the Bank shall immediately notify the Customer by digital document. The transaction shall not be processed, or automatically changed to be processed on the following working day or by other means by agreement.

十一、服務費用

11. Service charges

(一) 立約人自使用本服務之日起，同意依下表約定之收費標準繳納各項交易處理服務費及安控裝備費。交易處理服務費授權貴行於交易時線上即時扣繳或由貴行自約定轉出帳戶內自動扣繳，安控裝備費於首次申請時立約人授權貴行得自約定轉出帳戶扣繳，惟其中電子憑證費擬展期時則由立約人於憑證到期前 30 日內，自行登錄企業金融網辦理線上繳納。

(1) For the use of the Service, the Customer agrees to pay the various service charges and monitoring equipment charges for the processing of transactions according to the agreed charging standards as below. Service charges for the processing of transactions authorize the Bank to immediately withhold the corresponding amount online or automatically withheld from agreed account for outward remittance by the Bank during transactions. The Customer authorizes the Bank to withhold monitoring equipment charges from agreed account for outward remittance on his or her first application. However, in proposed extension of electronic certificate charges, the Customer shall log on to the Services for online payment by himself or herself within 30 days of the expiration of electronic certificate.

(二) 交易處理服務費：

(2) Service charges for the processing of transactions:

<u>新臺幣跨行匯款手續費</u> <u>Service charges for NTD remittance.</u>	<u>每筆匯款在新臺幣貳佰萬元(含)以下，手續費新臺幣 17 元；超過新臺幣貳佰萬元部分，以新臺幣壹佰萬元為一級距，每一級距加收手續費新臺幣 5 元。</u> <u>Service charge of NTD 17 is applied for every remittance of or under NTD 2 million; Additional service charge of NTD 5 is applied for every level of NTD 1 million for remittance of more than NTD 2 million.</u>
<u>外幣匯款手續費及郵電費</u> <u>Service charges for foreign remittance and cable charge</u>	<u>DBU 客戶：</u> <u>DBU customers:</u> <u>手續費：每筆新臺幣 200 元或等值外幣</u> <u>Service charge: NTD 200 or equivalent value of foreign currency for every transmittance</u> <u>郵電費：不全額到付每筆新臺幣 200 元或等值外幣</u>

	<u>Cable charge: NTD 200 or equivalent value of foreign currency for every transmittance not received in full amount</u> <u>全額到付 每筆新臺幣 400 元或等值外幣</u> <u>NTD 400 or equivalent value of foreign currency for every transmittance received in full amount</u> <u>OBU 客戶:</u> <u>OBU customers:</u> <u>手續費：每筆美元 10 元或等值外幣</u> <u>Service charge: USD 10 or equivalent value of foreign currency for every transmittance</u> <u>郵電費：不全額到付每筆美元 10 元或等值外幣</u> <u>Cable charge: USD 10 or equivalent value of foreign currency for every transmittance not received in full amount</u> <u>全額到付 每筆美元 20 元或等值外幣</u> <u>USD 20 or equivalent value of foreign currency for every transmittance received in full amount</u>
轉帳手續費 Transfer fee	<u>透過 ATM 方式進行跨行轉帳時，每筆轉帳手續費新臺幣 15 元整。</u> <u>NTD 15 for inter-bank transfer via ATM.</u>

(三)安控裝備費：

(3) Monitoring equipment charge:

電子憑證費 Electronic certificate charge	<u>每張新臺幣 1,000 元，OBU 客戶每張美元 35 元或等值外幣</u> <u>NTD 1,000 per certificate. For OBU customers, USD 35 or equivalent value of foreign currency per certificate.</u> <u>(自下載生效日起一年期)</u> <u>(1 year from effective date of download)</u>
憑證載具費 Token charge	<u>每個新臺幣 1,000 元，OBU 客戶每個美元 35 元或等值外幣</u> <u>NTD 1,000 per certificate. For OBU customers, USD 35 or equivalent value of foreign currency per certificate.</u> <u>(補發申請亦同)</u> <u>(same charge for reissuing applications)</u>

(四)本條所定各項收費標準於訂約後如有調整，貴行應於調整生效六十日前於營業場所及企業金融網公告其內容，並以電子文件、電話、Email 或其他雙方約定之方式通知立約人，且調整生效日不得早於公告及通知後次一年度之起日，但有利於立約人者不在此限。

(4) If the various charges of the above fee standard is adjusted after settlement of this Agreement, the Bank shall announce accordingly at its operating site and Corporate eBanking Services within sixty days of when the adjustment is effective. The Customer shall also be notified by means of digital document, telephone, e-mail or any other means previously agreed upon by both parties. Such adjustments shall not be effective before the beginning of the year following that of the announcement and notification. However, adjustments for the benefit of the Customer shall not be subject to the above limitation.

(五)前項之調整如係調高者，貴行應於網頁上提供立約人表達是否同意費用調高之選項。立約人未於調整生效日前表示同意者，貴行將於調整生效日起暫停立約人使用網路銀行一部或全部之服務。立約人於調整生效日後，同意費用調整者，貴行應恢復網路銀行契約相關服務。

(5) If the aforementioned adjustment is to raise the relevant fees and charges, the Bank shall provide the choice for the Customer to express if he or she agree to the raise of the corresponding charges. If the Customer has not agreed to such adjustments before its effective date, the Bank will suspend part or all of Customer's use of ebanking services from when such adjustment becomes effective. If the Customer agrees to the adjustment of fees after its effective date, the Bank shall restore provision of relevant services according to the Customer's ebanking agreement.

十二、立約人軟硬體安裝與風險

12. Installation and risk of software and hardware by the Customer

(一)立約人申請使用本約定條款之服務項目，應自行安裝所需之電腦軟體、硬體，以及其他與安全相關之設備。安裝所需之費用及風險，由立約人自行負擔。

(1) For Customer's application of service items of this Agreement, the Customer shall install the needed computer software, hardware and other devices related to security by himself or herself. The Customer shall be solely responsible for the fees and risks of such installations.

(二)前項軟硬體設備及相關文件如係由 貴行所提供，貴行僅同意立約人於約定服務範圍內使用，不得將之轉讓、出借、出租、出質或以任何方式交付第三人，依本約定條款第三點設定之角色與人員亦同。貴行並應於網站及所提供軟硬體之包裝上載明進行企業金融網服務之最低軟硬體需求，且負擔所提供軟硬體之風險。

(2) The aforementioned software, hardware devices and relevant documents shall be provided by the Bank. The Bank only agrees that the Customer may use such services within the contractual range of service, just as that of assigned roles and personnel according to Article 3 of this Agreement. The Customer shall not transfer, lend, rent, pledge or deliver such rights of use to any third party in any way. The Bank shall state the lowest software or hardware requirements for Corporate eBanking Services on its website and provide packages of provided software and hardware. The Bank shall also be liable for any risks of the provided software and hardware.

十三、立約人連線與責任

13.Connection and responsibility of Customer

(一)如 貴行提出要求者，立約人必須與 貴行完成必要之連線測試後，始得開始使用本服務。

(1) The Customer shall always complete the necessary connection tests according to requests of the Bank before starting to use the Service.

(二)立約人對 貴行所提供之使用者代號、密碼、憑證及其它足以識別身分之工具，應負保管之責。貴行提供予立約人之系統使用者/授權管理者/授權主管之密碼僅限於首次「更改密碼」之用，自立約人簽收密碼函之日起三十天內，須執行首次變更密碼交易，此後得隨時自行變更密碼，並應妥為保密。立約人自向 貴行提出書面申請密碼(含密碼重設)之日起逾四個月未領取者，貴行將主動作廢初始密碼，立約人需以書面重新申請。

(2) The Customer shall be responsible for the safekeeping of user name, passwords, certificates and any other tools for identification provided by the Bank. Any passwords for system user / administrator / supervisor provided by the Bank to the Customer shall only be limited for the use of the first 'Change of Password'. The Customer shall execute the first change of password for transaction within thirty days after acceptance and receipt of the password letter. The Customer is free to change passwords by himself or herself at any time afterwards, and shall be responsible for the safekeeping of which. If issued password applied in writing by the Customer to the Bank (including reset of password) is not received within four months since date of application, the Bank shall void the initial password automatically, and the Customer shall re-apply in writing.

(三)立約人之系統使用者/授權管理者/授權主管忘記密碼或密碼連續輸入錯誤四次，貴行電腦即自動停止使用本服務，如擬恢復使用，應依規定至 貴行重新申請。為降低密碼被竊之風險，立約人及本立約人設定之本服務使用者應定期變更密碼。

(3) If the Customer has forgotten the password of system user / administrator / supervisor have inputted wrong passwords for up to four times, computers of the Bank shall automatically suspend Customer's use of the Service. If the Customer wishes to restore use of service, he or she shall submit a re-application to the Bank according to the corresponding provisions. To lower the risk of passwords being stolen, the Customer and service user agreed by the Customer shall change passwords on a regular basis.

十四、交易核對

14.Review of transaction

(一)貴行於每筆交易指示處理完畢後，以電子文件或雙方約定之方式通知立約人或立約人授權之人，立約人應立即核對其結果有無錯誤。如有不符，應於使用完成之日起四十五日內，以書面或其他雙方約定之方式通知 貴行查明，否則視為就該筆交易無異議。

(1) Upon completion of every transaction by instructions, the Bank shall notify the Customer or delegates of the Customer by e-mail or by any other means previously agreed upon by both parties. The Customer shall immediately review to check if the result of such transaction is correct. If it is incorrect, the Customer shall notify the Bank within forty-five days within completion of such transaction in writing or any other means previously agreed upon by both parties. Otherwise, it shall be deemed that such transaction is without demur.

(二)貴行應於每月對立約人以雙方約定方式寄送上月之交易對帳單(該月無交易時不寄)。立約人核對後如認為交易對帳單所載事項有錯誤時，應該收受之日起四十五日內，以電話或書面之方式通知貴行查明。逾上開期限者，推定其內容無誤。

(2) The Bank shall deliver to the Customer monthly by means previously agreed upon by both parties the transaction reconciliation statement of the previous month (no need to send if there is no transaction for the month). The Customer shall check that all information on such statement is correct. If the Customer believes any of the stated information is incorrect, he or she shall notify the Bank for review by telephone or in writing within forty-five days upon receipt of such statement. If the Customer does not inquire within the aforementioned deadline, it shall be deemed that content of such statement is correct.

(三)貴行對於立約人之通知，應即進行調查，並於通知到達貴行之日起三十日內，將調查之情形或結果以雙方約定方式覆知立約人。

(3) Upon receipt of an inquiry by the Customer, the Bank shall conduct immediate investigation and report conditions or results of the investigation by means previously agreed upon by both parties within thirty days of receipt of the inquiry by the Bank.

十五、電子文件錯誤之處理

15.Processing of digital document errors

立約人利用本服務，其電子文件如因不可歸責於立約人之事由而發生錯誤時，貴行應協助立約人更正，並提供其他必要之協助。

If any error arises within digital documents through Customer's use of the Service for reasons not attributable to the Customer, the Bank shall assist troubleshooting of the issue for the Customer as well as other necessary assistance.

前項服務因可歸責於 貴行之事由而發生錯誤時，貴行應於知悉時，立即更正，並同時以電子文件或雙方約定之方式通知立約人。

If any error arising from the aforementioned Service for reasons attributable to the Bank, the Bank shall immediately troubleshoot upon notice, and inform the Customer by e-mail or any other means previously agreed upon by both parties.

立約人利用本服務，其電子文件因可歸責於立約人之事由而發生錯誤時，倘屬立約人申請或操作轉入之金融機構代號、存款帳號或金額錯誤，致轉入他人帳戶或誤轉金額時，一經立約人通知 貴行，貴行應即辦理以下事項：

For errors arising within digital documents of Customer's use of the Service for reasons attributable to the Customer, if there is any error in financial organization code, savings account number or amount of transmittance in the Customer's application

or operation, the Bank shall process as follows upon notification:

- (一)依據相關法令提供該筆交易之明細及相關資料。
 - (1) Provide details and relevant information of the transaction by relevant legal regulations.
- (二)通知轉入行協助處理。
 - (2) Notify receiving bank of transfer for assistance with processing.
- (三)回報處理情形。
 - (3) Report conditions of processing.

十六、電子文件之合法授權與責任

16. Legal authority and responsibility of digital documents

(一)立約人及貴行應確保所傳送至對方之電子文件均經合法授權。

(1) The Customer and the Bank shall ensure all digital documents provided to the other party have been legally authorized.

(二)立約人應確保所指派之每一授權使用者在任何時候均不會洩漏其使用者代號及密碼予任何第三人(包括其他使用者)，且並應確保憑證使用者妥善保管儲存該憑證之媒體或載具及憑證啟動密碼。立約人或貴行於發現有第三人冒用或盜用立約人或其授權使用者代號、密碼、憑證、私密金鑰，或其他任何未經合法授權之情形，應立即通知他方停止使用本服務並採取防範之措施。

(2) The Customer shall ensure that every authorized user appointed will not disclose his or her user name and password to any third party (including other users) at all times. The Customer shall also ensure that certificate users will safekeep media or device in storage of the certificate and activating password of the certificate. Upon discovery that a third party is using user name, password, certificate, or private key of the Customer or his or her authorized user(s), or any other conditions of illegal authorization, the Customer or the Bank shall immediately inform the other party to suspend use of the Service and adopt the corresponding countermeasures.

(三)貴行接受前項通知前，對第三人使用該服務已發生之效力，由貴行負責。但有下列任一情形者，不在此限：

(3) The Bank agrees to be liable for the effectiveness of the use of Service by a third party before acceptance of the aforementioned notification of the Bank. However, the following conditions shall not be limited by the aforementioned provision:

1. 貴行能證明立約人有故意或過失。

2. 貴行通知交易核對資料後超過四十五日。惟立約人有特殊事由(如長途旅行、住院等)致無法通知者，以該特殊事由結束日起算四十五日，但貴行有故意或過失者，不在此限。

a. The Bank can prove that the Customer is or shall be deliberately attributable for the situation.

b. The Bank shall notify the Customer for verification of transaction information within forty-five days. If the Customer cannot be reached for special reasons of the Customer (such as long vacations, hospitalization, etc.), such notification of the Bank shall be made within forty-five days upon end of the special condition. However, conditions of deliberate actions or misconduct towards the Bank shall not be limited by the aforementioned provision.

(四)針對第二項冒用、盜用事實調查所生之鑑識費用由貴行負擔。

(4) The Bank shall be liable for the generated forensics expenses arising out of misappropriation investigations of the above (2) of this Article.

(五)立約人為防止第三人非法使用，除第二項保密及保管責任外，每一授權使用者應避免選用易於猜測之密碼或在無法確保安全性之電腦上操作，並應定期變更其使用者密碼。

(5) To prevent illegal use of third parties, apart from confidentiality and safekeeping obligations mentioned above in section (2) of this Article, all users authorized by the Customer shall avoid using passwords easily guessed or operating on computers which security cannot be ensured, and change the corresponding user passwords on a regular basis.

十七、資訊系統安全

17. Information system security

立約人及貴行應各自確保使用資訊系統之安全，防止非法入侵、取得、竄改、損毀業務記錄或立約人資料。

The Customer and the Bank shall ensure security of their individual information system, prevent illegal invasion, acquisition, tampering, damaging of business records or Customer information.

第三人破解貴行資訊系統之保護措施或利用資訊系統之漏洞爭議，由貴行就該事實不存在負舉證責任。

For disputes arising out of cases in which a third party cracks protective measures of the Bank's information system or makes use of a fault in the information system, the Bank shall not be liable for the provision of proof of the condition.

第三人入侵貴行資訊系統對立約人所造成之損害，由貴行負擔。

The Bank shall be liable for any incurred damages to the Customer by invasion into the Bank's information system by a third party.

十八、保密義務

18. Confidentiality obligation

除另有法律規定外，貴行應確保所交換之電子文件及因使用或執行本服務而取得立約人之資料，不得洩漏予第三人，亦不可使用於與本約定條款無關之目的，但為提供或使用本服務所必要者，或依法令、法院命令或主管機關之要求所為者，不在此限。如經立約人同意貴行告知第三人時，貴行應使第三人負本條之保密義務。

Unless otherwise specified by legal regulations, the Bank shall ensure all information of the Customer acquired through exchanged digital documents and for the use or execution of the Service shall not be disclosed to any third party, or used for any other goals irrelevant to the Agreement. However, necessary disclosure or use of the provision of use of the Service by legal regulations, court order or requirements of authority agencies shall not be limited by the above provision. If the Bank discloses such information to a third party upon consent of the Customer, the third party shall be made liable for the confidentiality obligation of this provision by the Bank.

前項第三人如不遵守此保密義務者，視為本人義務之違反。

If the aforementioned third party does not abide by the confidentiality obligation, it shall be deemed as violation of his or her own obligation.

十九、損害賠償責任

19. Liability for damages

立約人及貴行同意依本約定條款傳送或接收電子文件，因可歸責於當事人一方之事由，致有遲延、遺漏或錯誤之情事，而致他方當事人受有損害時，該當事人應就他方所生之損害負賠償責任。

The Customer and the Bank agree to send or receive digital documents according to this Agreement. In cases of delay, missing or inaccurate information included in such documents for reasons attributable to one of the two parties, leading to damages to another party, the responsible party shall be liable for the incurred damages of the other party.

廿、紀錄保存

20. Record keeping

貴行應保存所有交易指示類電子文件紀錄，並應確保紀錄之真實性及完整性。

The Bank shall keep all indicative digital document records of transactions, and ensure authenticity and integrity of such records.

貴行對前項紀錄之保存，應盡善良管理人之注意義務，保存期限為五年以上，但其他法令有較長規定者，從其規定。

The Bank shall be responsible for all obligations of care as a responsible manager for the safekeeping of the aforementioned records. Such records shall be kept for more than five years unless otherwise specified in other legal regulations.

廿一、電子文件之效力

21. Efficiency of digital document

立約人與貴行同意以電子文件作為表示方法，依本約定條款交換之電子文件，其效力與書面文件相同，惟若電子文件屬於立約人與貴行間之交易文件時，該電子文件須經數位簽章驗證後始生效。雙方就所生之任何糾紛，於審判、仲裁、調解或其他法定爭議處理程序中，均不得主張該電子文件不具書面或簽章要件或使用未經正式授權或電子文件內容與其真意不符而歸於無效或不成立。但法令另有排除適用者，不在此限。

The Customer and the Bank agree to use digital documents as a means of expression. Digital documents exchanged according to this Agreement shall have the same effect as written documents. However, if the digital document is a transaction document between the Customer and the Bank, the digital document shall be valid after being verified by digital seals. Any disputes, trials, arbitrations, mediation or other statutory dispute handling procedures of either or both parties, shall not claim that the digital document does not have a written or seal requirement, or that the user has not been formally authorized, or that the content of the digital document does not conform to its true meaning and is invalid or unfounded. However, any cases otherwise excluded by law shall not be limited by the above provision.

廿二、企業金融網轉帳作業

22. Remittance operation on Corporate eBanking Services

(一)開立臺/外幣活期存款帳戶之立約人使用企業金融網之轉帳交易服務，須事先以書面約定「約定轉出帳號」。

(1) Use of remittance services by Corporate eBanking Services by Customers with NTD / Foreign currency current account, shall first 'designate the transfer account for outward' in writing.

(二)立約人執行轉帳交易，其支出係按無摺登錄方式辦理，與憑存摺填具取款憑條或憑票據加蓋原留印鑑之取款具有同等效力。

(2) When the Customer performs a remittance transaction, the expense of which is processed according to that of login without passbook. Such actions have the same effect as withdrawal slips with passbook or withdrawal with slip and original seal.

(三)立約人使用企業金融網轉帳時，依設定簽核流程，由立約人自行設定控管並確認受款銀行、帳號及戶名內容完整無誤，因轉帳所生之相關手續費，立約人同意 貴行逕自約定轉出帳戶內扣取，前述資料若內容不完整或填入無相關資料以致交易失敗時，相關手續費不予退還，因交易失敗導致之遲延、錯誤或損失，立約人自負其責。

(3) Remittance conducted by Customer's use of Corporate eBanking Services shall be set and monitored by the Customer according to set approval procedures. The Customer shall confirm content of receiving bank, account, and account number is complete and correct. The Customer agrees that the Bank shall charge the relevant service charges generated out of remittance from the agreed account for outward remittance by itself. If transaction fails because of incomplete aforementioned information or any irrelevant information provided, the relevant service fees will not be returned. The Customer shall be responsible for any delay, fault, or damage arising out of failed transactions.

(四)立約人使用本服務系統轉帳時，倘因指定受款帳戶登錄有誤，或因電腦故障或其他不明原因致無法轉入指定受款帳戶時，同意該筆款項由 貴行逕行轉入原約定轉出帳戶。

(4) When issuing remittance using the Service system, if remittance cannot be made into the designated account due to problems with the login for account for inward remittance, or computer malfunctions or other unspecified reasons, the Customer agrees for the Bank to transfer the remittance back to the original agreed account for outward remittance.

(五)立約人得視各帳戶實際需要，分別訂定各約定轉出帳戶每日累計轉出最高限額，惟辦理繳納展期之企業金融網電子憑證費、新臺幣綜合活期存款轉綜合定期存款、外幣綜合活期存款轉綜合定期存款交易均不受本項約定每日轉出限額之限制。

(5) The Customer shall set daily accumulated maximum value of outward remittance of the agreed accounts for outward remittance according to actual needs of the various accounts. However, Corporate eBanking Services electronic certificate charge, transfer of NTD comprehensive demand deposit to comprehensive certificate deposit, and transfer of foreign currency comprehensive demand deposit to comprehensive certificate deposit transactions for the processing of payment period shall not be limited by the aforementioned daily maximum value of outward remittance.

(六)轉帳交易日需為貴行之營業日，新臺幣單筆轉帳交易時間為上午九時至下午四時；新臺幣整批轉帳及新臺幣薪資整批轉帳交易時間為上午九時至下午三時三十分；外幣轉帳交易時間為上午九時至下午三時三十分。立約人應避免集中於尖峰時間使用網路跨行轉帳，以免因匯款數量太大時發生網路擁塞現象，致影響立約人權益。

(6) Transfer transaction date must be working day of the Bank. For NTD single payment, transaction time shall be between 9:00 to 16:00; For NTD bulk payment and NTD bulk payroll, transaction time shall be between 9:00 to 15:30; For foreign currency payment, transaction time shall be between 9:00 to 15:30. The Customer shall avoid using online inter-bank transfer in peak hours, to prevent online traffic jam in response to high volume of transfers, which may affect quality of Customer service.

(七)立約人使用企業金融網辦理預約轉帳交易時，臺幣轉帳付款、臺幣薪資付款之預約申請日距離轉帳日不得超過一年，新臺幣綜合活期存款轉綜合定期存款、臺幣綜合定期存款解約預約交易之預約申請日距離轉帳日不得超過三百六十日，外幣轉帳付款、外幣綜合活期存款轉綜合定期存款、外幣綜合定期存款解約預約交易之預約申請日距離轉帳日不得超過三百六十日。已預約交易之取消期限，新臺幣預約轉帳交易為轉帳交易日之前一日晚上十一時五十分前，外幣預約轉帳交易為轉帳交易日之前一日晚上十一時五十分前。

(7) When using the Corporate eBanking Services to book payment transactions, the Customer shall book NTD payment, NTD payroll beforehand for no more than one year before the date for transfer. Booked date for transaction of NTD comprehensive demand deposit's transfer to comprehensive certificate deposit, NTD comprehensive certificate deposit shall be cancelled no more than three hundred and sixty days before date for transfer. Booked date for transaction of foreign currency payment, foreign currency comprehensive demand deposit's transfer to comprehensive certificate deposit, foreign currency comprehensive certificate deposit shall be cancelled no more than three hundred and sixty days before date for transfer. Cancellation deadline for booked transactions for NTD booked payment transactions shall be 23:50 on the day before the date of transaction, and that for foreign currency booked payment transactions shall be 23:50 on the day before the date of transaction.

(八)倘預約交易日非為貴行之營業日或營業時間，新臺幣預約轉帳交易將於次一營業日上午九時執行，外幣預約轉帳交易將於次一營業日上午九時匯率實際掛牌後執行。

(8) If the booked transaction date is not within working days or working hours of the Bank, NTD booked payment transactions will be performed at 9:00 on the following working day, and foreign currency booked payment transactions will be performed at 9:00 on the following working day after settlement price of currency exchange rate is released.

(九)立約人應於預約轉帳交易日自行查詢轉帳處理結果，如因轉出帳戶戶況(如：結清)、轉帳金額逾交易限額或其他因素，致預約轉帳交易無法完成時，由立約人自行負責。

(9) The Customer shall inquire about results of transfer processing on booked transfer transaction date by himself or herself. The Customer shall be responsible for cases in which the booked transfer transaction cannot be completed due to conditions of account for outward remittance (such as: settlement), transfer amount exceed limitation of transaction, or any other reasons.

(十)立約人於同一交易日有多筆預約交易時，貴行無需依立約人預約順序執行交易，倘因此致所預約之交易全部或一部未完成時，由立約人自行負責。

(10) In the case when the Customer has booked multiple transactions for the same transaction date, the Bank does not need to perform such transactions by order of Customer's booking. The Customer shall be responsible for cases in which all or any one of the booked transactions cannot be performed due to order of performance.

廿三、新臺幣跨行轉帳匯款退匯處理

23.refund processing for NTD inter-bank transfer remittance

立約人為新臺幣跨行轉帳交易，如因收款行、收款帳號、收款人戶名等資料輸入錯誤，導致收款行退匯，跨行匯款手續費不予退還，因退匯導致之遲延、錯誤或損失，立約人自負其責。

If receiving bank requests amendments for NTD inter-bank transfer transactions of the Customer for reasons such as wrongly inputted information such as name of receiving bank, receiving account number, name of receiving account, etc., the Bank shall notify the receiving bank or the Customer for amendments according to conditions of such problems. If the Customer cannot be reached, or if the Customer demands refund for the remittance, the Bank will process a refund. Service charges for inter-bank remittance shall not be returned. The Customer shall be responsible for any delay, problem or damages incurred from the refund of remittance.

廿四、外幣跨行轉帳匯款改匯及退匯處理

24.Changes in remittance and refund processing for foreign currency inter-bank transfer remittance

(一)立約人為外幣跨行轉帳交易，如因收款行、收款帳號、收款人戶名等資料輸入錯誤，導致收

款行通知要求發送電文更正，由貴行視錯誤狀況逕行發送電文予收款行或通知立約人來行辦理更正，倘無法聯繫立約人或立約人要求退匯或收款行不接受更正時，貴行將辦理退匯，匯款手續費及郵電費不予退還，因退匯導致之遲延、錯誤或損失，立約人自負其責。

(1) If receiving bank requests amendments for foreign currency inter-bank transfer transactions of the Customer for reasons such as wrongly inputted information such as name of receiving bank, receiving account number, name of receiving account, etc., the Bank shall notify the receiving bank or the Customer to process amendments in person according to conditions of such problems. If the Customer cannot be reached, or if the Customer demands refund for the remittance, the Bank will process a refund. Service charges and cable charges for remittance shall not be returned. The Customer shall be responsible for any delay, problem or damages incurred from the refund of remittance.

(二)立約人為外幣跨行轉帳交易，倘因不符主管機關規定而致貴行無法執行或完成交易時，貴行有權取消交易。惟貴行應將該筆匯款金額、手續費及郵電費用回存立約人之轉出帳戶內。

(2) If foreign currency inter-bank transfer transactions of the Customer cannot be performed or completed by the Bank due to noncompliance to regulations of authority agencies, the Bank reserves the right to cancel such transactions. However, the Bank shall return amount to be transferred, service charge and cable charge back to the account for outward remittance of the Customer.

(三)立約人為外幣跨行轉帳交易，倘因立約人原因於匯款金額以外欄位填載錯誤，立約人得以書面方式加蓋轉出帳戶與貴行約定之留存印鑑提出修改申請，於取得貴行同意並授權扣取相關費用後，繼續完成交易。

(3) In cases of inaccurate information provided in columns other than amount to be transferred due to reasons attributable to the Customer in foreign currency inter-bank transfer transactions, the Customer may submit application for amendment in writing with agreed seal from account for outward remittance at the Bank. Transaction may be continued and completed eventually upon approval and authorization by the Bank, and after the relevant charges have been charged.

廿五、臺/外幣定期存款交易

25. NTD/foreign currency certificate deposit transactions

辦理臺/外幣綜合活期存款轉綜合定期存款、綜合定期存款解約、(綜合)定期存款展期設定、解除等交易，免約定轉出帳號。

For transactions such as the processing of NTD/foreign currency comprehensive demand deposit's transfer to comprehensive certificate deposit, termination of comprehensive certificate deposit, settings of terms and termination of (comprehensive) certificate deposit, an account for outward remittance does not need to be appointed.

廿六、外匯匯率之適用

26. Terms applicable to foreign currency exchange rate

(一)立約人同意並瞭解透過企業網路銀行辦理交易時取得之匯率僅供參考，有關匯率之適用，除另有議定外，實際匯率應以成交時貴行牌告匯率為準。倘因外匯市場波動劇烈時，貴行得視實際情況需要，暫停外匯相關交易。

(1) The Customer agrees and understands that the foreign currency exchange rate acquired when processing transactions on Corporate eBanking Services is only for reference purposes. In terms of application of the relevant foreign currency exchange rates, unless otherwise agreed upon, the actual foreign currency exchange rate shall be based on the exchange rate of the Bank at the time of the transaction. However, in cases of giant fluctuations in the foreign currency exchange market, the Bank may suspend transactions related to foreign currency exchanges depending on the actual situation.

(二)立約人辦理外幣轉帳交易或外幣跨行匯款交易，逾貴行規定金額時(金額依系統公告為準)，應電詢貴行相關單位並取得議價編號後始得辦理外匯轉帳交易或跨行匯款交易。

(2) If the processed foreign currency payment transactions or foreign currency inter-bank remittance transactions by the Customer exceed limited amount by the Bank (such amount shall be based on that announced by the system), the Customer shall call relevant units of the Bank for inquiry and process the corresponding foreign currency transfer transactions or inter-bank remittance transactions after acquiring the negotiation number.

(三)立約人與貴行議定匯率後，未依約完成或取消交易，致貴行蒙受匯差損失，貴行有權暫停立約人於企業網路銀行各項交易申請並向立約人請求賠償；立約人同意貴行以電話、電子郵件或書面方式通知立約人後，逕自立約人帳戶扣取前開匯差損失金額。

(3) After the negotiation of foreign currency exchange rates, if the Customer has not completed or cancelled transactions according to agreed terms, leading to losses in foreign currency rate differences of the Bank, the Bank reserves the right to suspend the various transaction applications of the Customer on Corporate eBanking Services and file a claim accordingly to the Customer; The Customer agrees for the Bank to charge the aforementioned losses in foreign currency rate differences from account of the Customer upon notification by means of telephone, e-mail or in writing.

廿七、外匯交易之申報

27. Declaration of foreign currency transactions

(一)立約人應依外匯相關法令規定，據實填報外匯交易匯款性質。如有申報不實或其他不合法令及政府規定致貴行遭受任何損害(包括但不限於主管機關之裁罰)，立約人應負損害賠償之責。

(1) The Customer shall complete nature of transfer for foreign currency transactions truthfully according to relevant legal regulations of foreign currency transactions. The Customer shall be liable to any losses of the Bank attributable to untruthful statements or those not in compliance with relevant legal and governmental regulations (including but not limited to penalties of

authority agencies).

(二)依外匯法令之規定，貴行得將立約人所提供之交易資料、水單或交易憑證彙報主管機關，立約人絕無異議。如貴行獲知立約人已超出其得使用之外匯交易金額或依法不得辦理時，貴行有權拒絕執行相關交易。

(2) According to legal regulations of foreign currency transactions, the Bank may provide transaction details, bank bills or transaction slips provided by the Customer to authority agencies without objections by the Customer. If the Bank is aware that the Customer has exceeded his or her allowance of foreign currency transaction amount or that such transactions are prohibited by law, the Bank reserves the right to reject performing the corresponding transactions.

(三)立約人每日於本服務加計其它通路（如：臨櫃）結匯金額逾新臺幣五十萬元以上者，應提供於其它通路之交易申報書辦理結匯申報，如立約人未於當日帳務結束前提供交易申報書予貴行並完成結匯申報作業，貴行得逕行沖回該筆交易，相關損失由立約人自行負責。

(3) For total transferred amount in the Service and other means (such as: in person) by Customer exceeding NTD 500,000, the Customer shall provide transaction application forms of other means for declaration of settlement. If the Customer has not provided the corresponding transaction application forms by the end of the day's account affairs for completion of application processing of declaration of settlement, the Bank may write off the relevant transactions. The Customer shall be responsible for the incurred losses.

(四)依「外匯收支或交易申報辦法」規定，立約人每日於本服務加計其它通路（如：臨櫃）結匯金額逾下列金額時，應親至貴行臨櫃辦理：

(4) According to 'Regulations Governing the Declaration of Foreign Exchange Receipts and Disbursements or Transactions', if the Customer's total transferred amount in the Service and other means (such as: in person) of the day exceeds the below amounts, the Customer shall visit the Bank in person to process:

1.立約人為公司或獨資、合夥經營之營利事業：結匯金額達美元壹佰萬元（含）以上；

2.立約人為經主管機關核准設立之團體或自然人：結匯金額達美元伍拾萬元（含）以上。

a.If the Customer is a company, or a wholly-owned or profitable business or of partnerships: total transferred amount exceeds USD 1 million (including);

b.If the Customer is an organization or natural person established upon approval by authority agency: total transferred amount exceeds USD 500,000 (including).

廿八、電子憑證

28.Electronic certificate

(一)立約人欲執行非查詢類交易，應事先向貴行申請電子憑證及載具及其密碼函，立約人自向貴行提出書面申請之日起逾四個月未領取者，貴行得將載具及其密碼函逕行作廢。立約人如有需要應重新申請，前述期間貴行得視需要隨時調整。執行交易時，需以電子憑證確認身分及輸入憑證密碼，方得執行該交易。辦理電子憑證註銷，於貴行受理完成電腦登錄時生效，立約人註銷電子憑證後如再有需要，須重新申請。

(1) If the Customer wishes to perform non-inquiry transactions, the Customer shall first apply for electronic certificate, its token and password letter at the Bank. If such information is not collected within four months from Customer's written application to the Bank, the Bank may automatically void such token and its password letter. If the Customer is to re-apply for such information, the Bank shall adjust at any time by need in the aforementioned period of time. When performing transactions, identity of the Customer shall be verified by electronic certificate, and the corresponding certificate password shall be inputted for performance of relevant transactions. Cancellation of electronic certificates is effective upon logon on computer after completion of relevant operations by the Bank. If the Customer wishes to apply for electronic certificates after cancellation of which, the Customer shall file in a re-application.

(二)電子憑證之有效期限依憑證機構之規定，期限屆滿時須經由貴行網站重新向憑證機構申請。

(2) For validity period of electronic certificates, please refer to the relevant regulations of certification authorities. Upon expiry of relevant certificates, the Customer shall re-apply at certification authority via the Bank's website.

(三)核發電子憑證之憑證機構由貴行指定，凡立約人進行國內外網路交易行為，應透過貴行向憑證機構取得電子憑證後始得辦理，電子憑證經貴行系統驗證無誤後視為與立約人憑約定印鑑或其他約定方式之作為具同等效力。

(3) The certification authority issuing electronic certificate is assigned by the Bank. If the Customer wishes to perform domestic or foreign online transactions, he or she shall only perform accordingly upon acquisition of electronic certificate from certification authority through the Bank. The electronic certificate verified by the Bank has the same effectivity as the Customer uses authorized seal or other authorized methods.

(四)電子憑證載具密碼忘記者，須至貴行重新申請，電子憑證載具密碼連續輸入錯誤三次遭鎖住時，須以書面連同載具至貴行申請鎖碼解除。

(4) If the Customer has forgotten the password of token, he or she shall re-apply at the Bank. If a token is locked after inputting the wrong password for three times in a row, the Customer shall apply for un-locking of the relevant token at the Bank in writing in person along with the token under question.

(五)立約人同意妥善保管已核發之電子憑證及憑證載具，使用期間如因故無法使用，得重新申請並支付相關費用予貴行。於憑證使用有效期限內，立約人無論係因何種原因申請註銷憑證，均不得要求貴行退還憑證及載具費用。

(5) The Customer agrees to properly keep the issued electronic certificate and token, and to re-apply and pay the relevant fees if

they are unavailable for any reasons. Within the effective period of electronic certificate, the Customer who applies for the suspension of the certificate no matter what reasons, shall not be allowed to request the Bank to refund charges of certificate and token.

廿九、傳輸服務

29. Transfer service

(一)立約人同意使用 貴行提供之檔案傳輸資訊交換服務(包括但不限於 AP2AP、API、FTP、SFTP 等)時，須事先與 貴行約定指定 IP，方可使用。

(1)The Customer agrees to use the file transmission exchange service provided by the Bank (including but not limited to AP2AP, API, FTP, SFTP etc.), with the prior agreement to assign IP with the Bank before use.

(二)立約人同意所有電子文件檔案傳輸根據 貴行之紀錄顯示接收成功者，即視為已送達，立約人應自行登入進行確認，如有錯漏之情事，立約人應通知 貴行處理，若資訊交換已執行完畢，貴行對此所致之損害，不負任何責任。

(2)The Customer agrees that all electric documents and files transmitted are successfully received according to the Bank's records is deemed as delivered. The Customer shall log in to Corporate eBanking to confirm the records, and shall inform the Bank to process if there is any mistakes or omissions. Once the file transmission exchange service is completed, the Bank shall not be responsible for the damage or loss arising from any mistakes or omissions.

(三)立約人同意本檔案傳輸服務之處理，貴行不負確認其交易內容、屬性、目的之責，立約人應自行控管資料之正確性以免權益受損。

(3)The Customer agrees that the Bank shall not be responsible for any confirmation of the transaction contents, attributes and purposes of the process of the file transmission exchange service. The Customer shall control the correctness of the data to avoid the damage of the rights.

(四)立約人傳輸之電子文件資訊如帶有病毒或其他任何資安漏洞，致 貴行或第三人受有損害時，應負損害賠償責任。

(4)If the electronic files and documents transmitted by the Customer contains viruses or any other information security vulnerabilities, which causes damage to the Bank or a third party, the Customer shall be liable for such damages.

(五)若因設備故障或批次時間延誤等原因，致無法提供檔案傳輸服務時，立約人同意透過 貴行其他通路處理，且 貴行對此所致之遲延，不負任何責任。

(5)If the file transmission exchange service cannot be provided due to equipment failure or batch time delay, etc., the Customer agrees that the services are processed through other channels of the Bank, and the Bank shall not be responsible for any delay caused by that.

三十、交易指示作業服務

30. Transaction instruction service

(一)立約人使用交易指示作業服務，以與 貴行該業務所簽立之相關約據為主。

(1)The Customer uses the transaction instruction service, mainly based on the relevant agreements signed with the Bank for such business.

(二)立約人同意 貴行得依立約人之交易指示進行作業，如有錯漏之情事，立約人應通知 貴行處理，若 貴行已依指示執行，則 貴行對此所致之損害，不負任何責任。

(2)The Customer agrees that the Bank shall conduct the operation according to the Customer's transaction instructions. If there are any mistakes or omissions, the Customer should notify the Bank to deal with that. If the Bank has executed the operation based on the instructions, the Bank shall not be responsible for any damage arising herein.

三十一、員工薪資明細查詢

31. Salary details inquiry

(一)員工於 貴行開立新薪資轉帳帳戶者，得由立約人依 貴行指定之檔案格式自製員工薪資明細資料檔案透過 貴行接受之管道(包含企業金融網)傳輸至 貴行，立約人之員工登入個人網路銀行時，即可查詢立約人自製之員工個人薪資明細資料。

(1)The Customer whose employees have opened a salary account with the Bank shall create the salary details' data file according to the file format specified by the Bank and transmit it to the Bank through the channels (including Corporate eBanking) accepted by the Bank. The employees of the Customer are allowed to log in to the personal internet bank to check the personal salary details made by the Customer.

(二)立約人員工之薪資轉帳帳戶須已申請 貴行個人網路銀行始可查詢員工薪資明細資料，且係以員工之登入帳號為查詢依據，該薪資明細資料僅供參考，實際入帳金額應以員工存款帳戶資料為準。

(2)The employee of the Customer who has the salary account shall make a salary detail inquiry only when having applied for the internet banking of the Bank. The employee's salary details which is based on the account the employee login on for. The salary details are only for reference, and the actual amount to be credited should be based upon the information of employees' salary accounts.

(三)立約人瞭解員工薪資明細查詢服務相關資料內容之正確性，應由立約人自行負責，概與 貴行無涉。如因立約人資料上傳時間延誤、員工薪資明細與實際入帳金額不符、或透過一個或多個管道重複上傳等事由導致糾紛，概由立約人自行負責與員工解決。

(3)The Customer understands that the Customer shall be responsible for the correctness of the contents of the information

related to the salary details inquiry service without involving the Bank. If there is a dispute due to the Customer's delay in uploading the Customer's information, the inconsistency of the amounts on employee's salary details with the actual amount, or the uploaded information through one or repeatedly more channels, the Customer shall be responsible for resolving it with the employees.

三十二、電子郵件通知服務

32.E-mail notification service

(一)立約人為轉出交易(含預約交易)時,得於特定欄位輸入電子郵件地址,於轉出交易執行之電文件傳送至貴行時,由貴行電腦發送電子郵件通知。惟貴行並不就立約人所填載電子郵件信箱(email address)之收件人是否為有權收受該等訊息之人及所填載資料正確性負審核之責,若因立約人填載資料有誤,致貴行作業錯誤或致使第三人知悉立約人相關資料,悉由立約人自負其責。

(1) For outward remittance transactions (including booked transactions), the Customer shall provide e-mail address in specific columns for issuance of e-mail notification by the Bank's computer system upon receipt of digital documents for the performance of outward remittance transactions. However, the Bank is not responsible for whether the recipient of the e-mail address provided by the Customer has the right to receive the relevant information, and whether the provided information is accurate or not. The Customer shall be responsible for cases in which a third party acquires information related to the Customer arising out of the Bank's operation problems due to inaccurate information provided by the Customer,

(二)立約人知悉並瞭解電子郵件通知係為本系統之提醒服務,內容僅供立約人參考,並非貴行出具之正式證明文件,若電子郵件通知所載資料與貴行電腦所載之資料不符,概依貴行電腦所載資料為準,惟立約人得提出相關事證證明貴行電腦所載資料並非真正。立約人不得以該等訊息之內容對貴行為任何主張或抗辯。

(2) The Customer is aware of and understands that e-mail notification is a reminder service of the System. Content of such service is only for reference by the Customer, but not an official document of proof provided by the Bank. If the stated information of such e-mail notification is different from that in the Bank's computer system, information on the Bank's computer system shall be deemed as the accurate information for processing. However, the Customer may offer relevant information to prove that information on the Bank's computer system is inaccurate. The Customer shall not make any claims or defenses against the Bank with content of such notifications.

(三)本項通知服務之寄送,以送達立約人指定之電子郵件信箱伺服器且未被退回即視為已送達,立約人及收件人應自行注意是否收到電子對帳單,如係對設備進行必要之保養、突發性之設備故障或由於天災等不可抗力之因素等,貴行有權停止或暫時中斷本項服務。

(3) Reminder service of this provision is deemed delivered once delivered to the Customer's appointed e-mail address server and not rejected. The Customer and recipient shall check on their own if digital reconciliation statements are received. The Bank reserves the right to terminate or suspend the Service for reasons such as necessary maintenance for the device, sudden device failure or force majeure events such as natural disasters.

三十三、餘額不足重行扣款

33.Repeated debiting due to insufficient balance

(一)約定轉出帳戶存款餘額不足支付時,若立約人與貴行有約定時,就特定性質交易由系統公告扣款時間再次發動扣款至當日貴行營業時間結束,如屆時存款餘額仍不足,貴行則以交易失敗處理。

(1) In cases where there is insufficient balance in the designated the transfer account for outward , repeated debiting shall be performed according to transactions of specific nature until end of working hours of the Bank of the day if the Customer and the Bank have reached mutual agreement beforehand. Time of such repeated debiting shall be announced by the system. If there is still insufficient balance in the savings, the Bank shall deem such transactions as failed.

(二)約定轉出外幣帳戶如因存款餘額不足支付而依前項約定辦理時,除雙方另有特別約定者外,再次發動扣款時之匯率以貴行牌告匯率為準。

(2) If there is insufficient balance in the designated foreign currency account for outward remittance, it shall be processed according to the above provision. Unless otherwise agreed by both parties, currency exchange rate of repeated debiting actions shall follow that of the Bank at the time.

三十四、企業金融網行動裝置服務

34.Terms and Conditions of Mobile Corporate eBanking Service

(一)企業金融網行動裝置服務係指以 貴行提供之 APP 在行動裝置,登入企業金融網服務系統,即可直接取得 貴行所提供之各項金融服務。

(1)Mobile Corporate eBanking Services refers to logging in the Service via the APP, installed in the Mobile device, provided by the Bank to acquire the financial services provided by the Bank.

(二)企業金融網行動裝置服務為企業金融網服務之延伸,故使用方式、業務規範等均依照企業金融網規定辦理。

(2)The Mobile Corporate eBanking Services is an extension of the Corporate eBanking Services. All the terms and conditions of the Corporate eBanking Services shall be applied.

(三)立約人同意使用行動裝置進入企業金融網服務時皆應安裝防毒軟體,並使用 貴行官方網站公告之連結下載 貴行提供之行動裝置 APP,若因未安裝防毒軟體或非透過 貴行網站之連結或軟體使用企業金融網行動裝置 APP,而遭惡意程式破解或產生資料外洩與其他損害,立

約人應自負其責任。

(3)The Customer agrees that the anti-virus software should be installed on the Mobile device when the Customer logs to the Service, and the Customer shall download the APP by clicking the link provided on the Bank's official website. If the Customer doesn't follow the above, the Customer shall be solely responsible for the malicious program cracking, data leakage and any other damages.

(四)同一時間同一使用者代碼，立約人僅可擇一於「企業金融網」或「行動裝置」登入。

(4)The Customer shall use its username to log in either "the Service" or the "Mobile Corporate eBanking Service" at the same time.

(五)行動裝置服務之推播服務僅為通知使用，立約人應自行確認行動裝置之網路連線與推播設定已開啟，且系統、網路連線正常無誤，若因不可歸責於貴行之事由導致無法正常使用行動裝置服務或接收推播通知，概與貴行無涉，貴行亦不重新發送推播通知。

(5)Push notification service of the Mobile Corporate eBanking Service is only for notification purpose. The Customer shall ensure the network and push notification setting of the Mobile device have been turned on and the system and network connection are both available. If the Customer are unable to receive push notification or utilize the Mobile Corporate eBanking for the reasons not attributable to the Bank, the Bank shall not be responsible and will not resend the push notification.

(六)立約人須先綁定行動裝置 APP 後始可使用行動裝置服務。

(6)The Customer shall add the authentication of the mobile device shall be completed and then use the Mobile Corporate eBanking Service.

(七)立約人使用快速登入服務時，須依據立約人之行動裝置內建的生物辨識功能進行身分確認，若立約人之行動裝置有被入侵、取得、竄改或破解等情事時，立約人應自負其責。

(7)The Customer shall confirm identification in accordance with the biometric identification built in the Mobile device when logging with the quick access service. The Customer shall be responsible for any unauthorized use of the Mobile device (including but not limited to the situation that the mobile device is hacked, alter, acquired, or cracked).

(八)立約人應謹慎使用快速登入服務，切勿與他人共用行動裝置(或儲存他人之指紋或臉部辨識資訊)、任意破解行動裝置、並慎防駭客攻擊以確保帳戶安全。立約人於發現有第三人冒用或盜用快速登入服務時，應立即至企業金融網停止行動裝置服務。

(8)The Customer shall carefully use quick access service and not share the authenticated Mobile device with anyone else (or save another person's fingerprint or facial recognition information in its Mobile device), and not crack the Mobile device and shall prevent the attacks from hackers to ensure the security of account. The Customer shall suspend the Mobile Corporate eBanking Service immediately by logging in the Service system while discovering any unauthorized or illicit use of quick access service.

(九)立約人瞭解並同意 貴行非行動裝置之製造商，與行動裝置製造商間亦無任何代理或合夥關係。如因行動裝置內建之指紋辨識或臉部辨識功能發生任何問題所生之損害，概與 貴行無涉。

(9)The Customer understands and agrees that the Bank is not the manufacturer of the Mobile device, and there is no any agency or partnership relationship between the Bank and the manufacturer of the Mobile device. The manufacturer is liable for any damages caused by the fingerprint recognition or facial recognition function built in the Mobile device without involving the Bank.

(十)若立約人使用行動裝置內建輔助認證工具或軟體認證錯誤次數逾 貴行規定之次數，貴行將鎖定立約人之行動裝置，立約人須重新進行認證或設備綁定始可再使用輔助認證工具或軟體認證。

(10)When the number of cumulative times of incorrect authentication of the methods or software installed in the mobile device exceeds that specified on the Bank's official website, the Bank will block the mobile device from logging in the Mobile Corporate eBanking Service. The Customer shall use authenticated methods or software only when completing the authentication of the mobile device again.

(十一)行動裝置服務密碼登入錯誤次數與「企業金融網」服務合併計算。

(11)The number of times of incorrect password entering to log in the Mobile Corporate eBanking Services is calculated together with Corporate eBanking Services.

(十二)立約人同意使用企業金融網行動裝置服務時，針對使用者相關個人資料(包括但不限於使用者代碼或統編、使用者代號、電子郵件、銀行帳號等)不進行隱碼或遮蔽，以利使用者於登錄或變更或查詢等操作時能核對資料正確性。

(12)The Customer agrees that there is no encryption or mask for the relevant personal information during using the Mobile Corporate eBanking Service (including but not limited to user code or serial number, user ID, email, bank account number, etc.) in order for user easier to verify the information correctly when logging, changing or inquiring and so on.

三十五、輔助認證工具或軟體

35. Authenticated methods or software

(一)立約人得使用以下輔助認證工具或軟體進行身分加強認證，包括但不限於「動態密碼」、「生物辨識」、「指紋辨識」、「臉部辨識」、「圖形密碼」等。

(1)The Customer shall use the following authenticated methods or software to assist the verification of identification, including but not limited to "dynamic password", "biometric identification", "fingerprint recognition", "facial recognition", "graphic password" and etc.

(二)立約人明白使用輔助認證工具或軟體加強身分認證時，其使用範圍包括交易與登入驗證之用途，效力無法等同電子憑證。

(2)The Customer understands that the authenticated methods or software are to strengthen the verification of identification, and the use of authenticated methods or software is for the verification of transaction and login, and their effectiveness are not equivalent to electronic certificates.

三十六、其他約定事項

36. Other agreements

(一)立約人應事先詳讀貴行公告或本約定條款，及依照操作手冊之指示步驟操作，如因操作不當或其他任何非可歸責於貴行之事由致有損及立約人權益情事發生時，立約人應自行負責。

(1)The Customer shall first familiarize himself or herself with the Bank's announcements of this Agreement, and operate according to the specified procedures of operation manuals. The Customer shall be responsible for damages to the Customer's own equity for improper operation or other reasons not attributable to the Bank.

(二)立約人不得將申請本項服務之帳戶作為洗錢、詐欺等不法或不正常之用途，或以詐術損害貴行之信用，若經貴行研判立約人帳戶有疑似不當使用之情事或立約人有企圖利用本服務處理他人資料、異常交易、使用程式破壞或竊取資訊等不當之行為時，或查證屬實，或貴行接獲第三人檢附治安機關、備案證明，書面申訴時，貴行得無須書面通知逕自暫停立約人使用本服務。

(2)The Customer shall not use the account for the application of the Service for illegal or improper uses such as money laundering and fraud, or of damage to the Bank's credit. If the Bank believes the Customer's account to be of improper use or if the Customer attempts to use Service to handle others' data, conduct abnormal transactions, use programs to destroy or steal information, etc., or if such affairs are found to be true, or the Bank has received complaints in writing from a third party with proof of security agency and certificate of report, the Bank shall suspend Customer's use of the Service without having to issue the corresponding written notification.

(三)立約人同意如因 貴行、其他銀行、財金資訊股份有限公司、憑證機構、電信業者或資訊業者等之電腦系統或通訊設備故障或因停電、網路中斷或其他不可抗力事由致相關系統或設備無法運作時，貴行得暫時停止本服務，立約人同意應自行改以其他方式處理相關事項。

(3)The Customer agrees that if there is any breakdown of relevant systems or equipment due to the situations that the computer system or communication equipment of the Bank, other banks, FISC, TWCA, telecommunications companies or information companies fails, or due to power failure, network interruption or other force majeure, the Bank shall temporarily suspend the Service. The customer agrees to handle the relevant matters in other ways.

(四)立約人同意本服務營業時間 貴行得以顯著方式將調整內容公開登載於 貴行企業金融網網站為主。

(4)The customer agrees that the business hours of the Service shall be published mainly on the Corporate eBanking in a prominent way by the Bank.

三十七、本服務生效

37. Effective date of the Service

本服務於立約人簽署「開戶申請書(法人戶-彙整版)」並經 貴行完成電腦設定且啟用後始生效力。
The Service becomes effective upon signing of 'Account Application Form (Corporate / Commercial Banking Use Only-Mix)', and upon setting and activation by the Bank's computer.

三十八、服務終止

38. Termination of Service

立約人得隨時終止使用本服務，但應至少於終止生效日前一營業日以書面通知貴行。貴行收到通知後應即註銷立約人之用戶身份編號。

The Customer may terminate the use of the Service at any time. The Bank shall be notified in writing at least a day before such termination becomes effective. Upon receipt of notification, the Bank may cancel the user identification number of the Customer immediately.

貴行欲終止提供本服務時，應於終止日三十日前通知立約人。立約人若有下列情事之一者，貴行得隨時通知立約人終止提供本服務或暫停本服務全部或部分服務項目：

If the Bank wishes to terminate the provision of the Service, the Bank shall notify the Customer at least thirty days before date of termination. If the Customer is under any of the following conditions, the Bank may immediately terminate or suspend all or part of the Service with notice:

(一)立約人未經貴行同意，擅自將本服務之權利或義務轉讓或處分予第三人者。

(1)The Customer has transferred or disposed the rights of the Service to a third party by himself or herself without having first gained consent of the Bank.

(二)立約人依法自行聲請或被聲請宣告破產、更生、解散、清算或重整者。

(2)The Customer himself or herself has been declared to be under bankruptcy, rehabilitation, dissolving, liquidation or reorganization according to law.

(三)立約人違反本約定條款第十六點至第十八點、第三十六點(二)及第三十九點(三)之約定者。

(3)The Customer has violated Article 16 to 18, and Article 36 section (2) and Article 39 section (3) of this Agreement.

(四)立約人違反本約定條款其他條款約定，經催告改善或限期請求履行未完成者。

(4)The Customer has violated other contractual terms of this Agreement, and has failed to complete improvements or obligations

before a given deadline.

(五)立約人有本約定條款第三十九點(一)之情事。

(5)The Customer has violated Article 39 section (1) of this Agreement.

(六)立約人逾一年未登入企業金融網。

(6)The Customer had not logged in the Corporate eBanking over one year.

(七)立約人於貴行之所有帳戶均已結清銷戶。

(7)All Bank accounts of the Customer are closed.

立約人於本服務終止日前已傳送但尚未處理之電子文件，於終止日起失其效力。

Digital documents delivered by the Customer before termination of the Service and not yet processed shall be voided from the date of termination.

三十九、防制洗錢及打擊資恐

39. Anti-money Laundering and Anti-terrorism Financing.

貴行為防制洗錢及打擊資助恐怖主義之目的，立約人同意 貴行得依「洗錢防制法」、「資恐防制法」、「銀行業及電子支付機構電子票證發行機構防制洗錢及打擊資恐內部控制要點」及「銀行防制洗錢及打擊資恐注意事項範本」之相關規定，進行以下措施：

For the purpose of anti-money laundering and anti-terrorism financing, the Customer agrees that in accordance with the "Money Laundering Control Act", "Counter-Terrorism Financing Act", "Banking and Electronic Payment Institutions Electronic Ticket Issuers to Prevent Money Laundering and Internal Control Guides for Combating Terrorism" and "Template for Guidelines Governing Anti-Money Laundering and Countering Terrorism Financing of Banking Business", the Bank is entitled to conduct the following measures:

(一)貴行於發現立約人或關聯人為受資恐防制法指定制裁之個人、法人或團體，或受經濟制裁、外國政府或國際洗錢防制組織認定或追查之恐怖分子或團體者，得逕行暫時停止本服務，惟於法令許可之範圍內，貴行得書面通知立約人。

(1)The Bank is entitled to temporarily cease the service and business relationship set forth in the agreement with the Customer or close the account if the Bank discovers any matter of the Customer or the related parties being the terrorist(s), or terrorist group recognized by foreign government or international anti-money laundering organization or being under economic sanction provided that the Bank should notify the Customer via written notice.

(二)貴行於認為有必要時（包括但不限於：懷疑客戶涉及非法活動、疑似洗錢、資恐活動、或媒體報導涉及違法之特殊案件等），得逕行暫時停止本服務無須另通知立約人，或通知立約人終止本服務。

(2)When the Bank believes necessary (including but not limited to the Customer being suspicious of engaging in illegal activities, money laundering, terrorism financing, or being involved in special cases in violation of laws as reported by media), the Bank may suspend the Service without notice or terminate the Service with notice.

(三)立約人應配合 貴行要求提供相關文件、提供實質受益人或對立約人行使控制權之人等資訊、以及說明交易之性質與目的或資金來源。

(3)The Customer shall cooperate with the Bank's request to provide relevant documents, provide information such as the beneficial ownership or the person exercising control over the Customer, and explain the nature and purpose of the transaction or the source of funds.

四十、文書送達

40. Document delivery

(一)除本約定條款另有約定外，立約人同意以企業金融網基本資料中所登載之地址(如無留存時則以開立帳戶時所留存之地址)為相關文書之送達處所，倘立約人之地址變更，應即以書面或其他約定方式通知 貴行，並同意改依變更後之地址為送達處所；如立約人未以書面或依約定方式通知變更地址時，貴行即以企業金融網基本資料中所登載之地址(如無留存時則以立約人開立帳戶時所留存之地址)或最後通知 貴行之地址為送達處所。

(1)Unless otherwise agreed in the Terms and Conditions, the Customer agrees that the delivery address for relevant documents is the address published in the basic information at the Corporate eBanking (or kept when the account opened). If there is any changes to the Customer's address, the Customer shall notify the Bank as soon as possible in writing and/or by other agreed means, and agrees that the delivery address shall be the address after the change or the correspondence address stated in the last correspondence application.

(二)貴行對立約人所為之書面通知於交付郵遞後，經通常之郵遞期間，視為已送達。

(2)The written notice sent by the Customer within a reasonable mailing period will be deemed as have been received.

(三)立約人同意使用本服務時，貴行亦得以立約人於企業金融網基本資料中所登載之 email 信箱地址為通知，並於 貴行發送後視為送達。

(3)Once the Customer agrees to use the Service, the Bank is entitled to notify to the Customer with the Email address kept in the Corporate eBanking as delivery address, and the notice will be deemed to have been delivered after the Bank has sent.

四十一、契約修訂

41. Contract Amendment

除本約定條款另有規定外，本約定條款內容或相關服務項目有增刪修補時，貴行得以顯著方式將調整內容公開登載於 貴行企業金融網網站，立約人於七日內不為異議者，視同承認該修改或增刪約款。但下列事項如有變更，應於變更前六十日以書面或雙方約定方式通知立約人，並於該書

面或雙方約定方式以顯著明確文字載明其變更事項、新舊約款內容，暨告知立約人得於變更事項生效前表示異議並通知 貴行終止契約，倘立約人未於該期間內異議並通知 貴行終止契約者，視同承認該修改或增刪約款：

Unless otherwise stipulated in the Terms and Conditions, when there is any amendment or modification of the Terms and Conditions or the relevant service items, the Bank shall publish the contents on the website of the Corporate eBanking Services in obvious way. If the Customer does not raise objections within seven(7) days after the publishment, it shall be deemed as agreed. If there is any amendment or modification of the following matters, the Bank should notify which to the Customer as soon as possible in writing and/or by other agreed methods with having the right of raising objection and ceasing the agreement before the effectiveness sixty(60) days before the amendment or modification, otherwise deemed as agreed. The notification above should contain the items, old and new version of the Terms and Conditions in an obvious way.

(一)第三人冒用或盜用使用者代號、密碼、憑證、私密金鑰，或其他任何未經合法授權之情形，貴行或立約人通知他方之方式。

(1)The way of notification to each other for the Bank or the Customer, when there is a third party who is using user name, password, certificate or private key or embezzles the user ID, password, certificate, private key of the Customer or his or her authorized user(s), or has any other situations without legal authorization.

(二)其他經主管機關規定之事項，惟主管機關若要求少於六十日之期間者，不在此限。

(2)Other matters prescribed by the Central Competent Authorities, unless the Central Competent Authority requires a period of less than sixty(60) days.

四十二、法律適用

42.Applicable law

關於本約定條款事項，除雙方有特別約定者外，適用中華民國法律。

Unless stipulated otherwise between the two parties, the matters in the Terms and Conditions shall be governed by the laws of the Republic of China.

四十三、法院管轄

43.Court jurisdiction

因本約定條款而涉訟者，雙方同意以臺灣臺北地方法院為第一審管轄法院。

In the event of any dispute arising out of or in connection with the Terms and Conditions, Taiwan Taipei District Court shall be the court of first instance.

四十四、標題

44.Heading

本約定條款各條標題，僅為查閱方便而設，不影響契約有關條款之解釋、說明及瞭解。

The heading of each article of the Terms and Conditions is provided for convenience only and shall not affect the interpretation, description and understanding of each article concerned.

四十五、未盡事宜

45.Uncovered matters

本約定條款如有未盡事宜，悉依相關法令、一般銀行業慣例或其他約定辦理。

Should there be any matter not properly covered in the Terms and Conditions, it shall be handled in accordance with relevant laws, general banking practices or other agreements.

【關係戶授權約定條款】

[Authorization agreement terms of related party]

立約人(下稱「授權人」)如因業務需求授權特定關係戶(下稱「被授權人」)以立約人身份使用貴行企業金融網相關服務，應瞭解並同意以下規定：

If the Customer (hereinafter referred to as the 'authorizer') authorizes a specific related party (hereinafter referred to as the 'authorized person') to use relevant services of the Bank's Corporate eBanking Services as the Customer due to business needs, the Customer understands and agrees to the following provisions:

一、申請使用本關係戶授權服務時，授權人及被授權人均應為貴行企業金融網之使用戶，如非企業金融網之使用戶，應於申請關係戶授權服務時，同時申請使用貴行企業金融網服務。若授權人或被授權人未申請企業金融網服務，貴行得拒絕關係戶授權服務申請。

I. When applying for authorization services for the authorized person, the authorizer and the authorized person shall both be users of the Bank's Corporate eBanking Services. If they are not the users of the Bank's Corporate eBanking Services, they shall also apply for the use of the Bank's Corporate eBanking Services when the Customer applies for authorization services for related parties. If authorizer or the authorized person does not apply for the Bank's Corporate eBanking Services, the Bank is entitled to refuse the application for the authorization service from the Customer.

二、授權人確認其對被授權人之授權完全遵守相關法令及其／或公司內部規定，被授權人依本約定條款授權條款所作之任何交易指示對授權人有完全約束力，授權人嗣後不得以未經內部授權或授權之關係已消滅對抗貴行，如因此而產生任何風險或造成任何損失，應由授權人負全部責任。

II. The authorizer confirms that his or her authorization to the authorized person fully complies with relevant legal regulations and his or her / or the Company's internal regulations. Any transaction instructions made by the authorized person according to authorization terms of this Agreement are legally binding against the authorizer. The authorizer shall not hold any cancelled relation between the authorizer and the authorized person that is not authorized internally or authorized against the Bank in the

- future. The authorizer shall be fully liable for any incurred risks or losses for such relations.
- 三、授權人同意若留存於貴行之授權內容資料遇有變更時，應另以書面並加蓋原留印鑑或經貴行認可之方式通知貴行，否則貴行將不予受理。
- III. The authorizer agrees that if changes occur to the information of the authorization stored within the Bank, the authorizer shall inform the Bank with additional original seal(s) or any other means approved by the Bank in writing, otherwise the Bank shall not accept such changes.
- 四、如授權人向貴行要求取消相關授權約定，自貴行完成授權人的註銷申請設定時立即生效，而被授權人於貴行企業金融網原已留有授權人已登錄生效之相關預約交易仍屬有效，如欲取消請先執行相關預約註銷交易。
- IV. If the authorizer wishes to cancel the relevant authorization agreements with the Bank, such cancellation shall be deemed effective upon completion of settings of the authorizer's cancellation application by the Bank. The authorizer's effective booked transaction which the authorized person has left on the Bank's Corporate eBanking Services is still valid. If there is need to cancel, please execute the booked cancellation transaction first.
- 五、被授權人於貴行企業金融網進行交易指示時使用被授權人之電子憑證認證，授權人同意由上述電子憑證發出之有效認證均為不可撤銷，對授權人具有約束力。
- V. The authorized person shall use the electronic certificate of the authorizer as verification when conducting transaction instructions on the Bank's Corporate eBanking Services. The authorizer agrees that the effectiveness of verification of the aforementioned digital certificate is irrevocable and legally binding to the authorizer.
- 六、企業金融網交易指示業務，悉依授權人及/或被授權人分別與貴行所訂之約據辦理，並以授權一位被授權人為限，如授權第二位被授權人時，同意貴行逕行取消前一被授權人所有授權關係；所載之其餘事項，悉依授權人與貴行所簽訂之開戶及/或相關約據辦理。
- VI. Transaction instruction business of Corporate eBanking Services shall be processed according to set agreements made by the authorizer and/or authorized person and the Bank, and shall be limited to authorization of only one authorized person, when authorizing a second authorized person, the Authorizer agrees that the Bank shall cancel all authorization relationships of the previous authorized person; other affairs stated shall be processed according to relevant set agreements on account opening and other set agreements of the authorizer and the Bank.
- 七、任何交易指示，於不超過授權人設定之交易最高金額範圍內，貴行均得依被授權人之交易指示辦理。授權人同意該等交易指示對授權人及被授權人均有完全約束力。
- VII. Any transaction instruction shall not exceed maximum amount of transaction set by authorizer. The Bank shall process according to transaction instructions of the authorized person. The authorizer agrees that such transaction instructions shall be equally legally binding towards the authorizer and the authorized person.
- 八、授權人瞭解，就被授權人提出交易指示後，貴行即得依交易指示辦理，無須對交易指示之匯入帳號或受益人作任何審核，授權人日後倘與被授權人雙方存有相關糾紛，應自行負責解決，概與貴行無涉。
- VIII. The authorizer understands that once transaction instructions are given out by the authorized person, the Bank shall process according to such transaction instructions, and does not need to conduct any review upon account for inward remittance or beneficiary of such transaction instructions, if there is any related dispute between the authorizer and the authorized person in the future, the authorizer and the authorized person should be responsible for solving it without involving the Bank.
- 九、貴行得依本約定條款【一般約定事項】第三十八點及第三十九點約定方式終止本關係戶授權事項服務，但若因法令遵循、主管機關規定、系統功能或其他因素考量須立即終止本授權事項業務者，經貴行通知後立即發生終止效力。
- IX. The Bank shall terminate affairs services of this related party authorization by agreed method according to Article 38 and Article 39 of the Terms and Conditions [General terms and conditions]. If this authorization is to be terminated immediately for legal regulation compliance, regulations of authority agencies, system function or other reasons, such termination shall be effective immediately upon notification by the Bank.
- 十、授權人申請關係戶授權服務，自申請建檔日起三年內有效。使用關係戶授權服務期間，授權人應配合貴行對授權關係之定期審查，向貴行提示授權關係仍正常維持存在之申請及提供佐證文件，經貴行審核後同意展延使用關係戶授權服務三年。期限屆滿或授權人未提供授權關係仍存在之佐證文件時，貴行有權終止關係戶授權服務，授權人如需使用須重新向貴行提出申請。於使用關係戶授權服務期間，如授權人或被授權人任一方終止使用企業金融網，貴行得逕行終止關係戶授權服務。
- X. When the authorizer applies for the authorization services for related parties, the effective period shall be within 3 years starting from the application date. During the period of the authorization services for related parties, the authorizer should cooperate with the Bank to review the authorization relation regularly, and the authorizer shall provide the authorization supporting documents and prove the authorization relation still remains to the Bank. With reviewed and permitted by the Bank, the authorization services for related parties shall extend for another 3 years. The Bank is entitled to suspend the authorization services for related parties if the period expires or the authorizer does not provide the supporting documents for the fact that the authorization still remains. The authorizer shall apply to the Bank again if there is still a need to use. During the period of the authorization services for related parties, if either of the authorizer or the authorized person suspend the Corporate eBanking Services, the Bank is entitled to suspend the authorization services for related parties.

壹拾伍、傳真交易約定條款

XV. Fax Transactions Agreement Terms and Conditions

- 一、立約定書人之書面傳真交易指示，應於貴行規定之傳真交易服務時間內為之，且應依各業務約定之印鑑卡簽蓋各項交易單，並填妥應記載事項。立約定書人同意並授權貴行得充分信賴立約定書人對貴行所為之傳真指示內容及其上簽章之真實性、正確性與真正性，絕無異議。於交易單上為有關之特別指示，其內容應正確清楚明瞭，倘因指示模糊或錯誤而發生誤入帳戶、無法入戶、或其他任何錯誤，概由立約定書人自行負責，與貴行無涉。
 1. For the written fax transaction instruction made by the Customer, the Customer shall sign/affix on the relevant transaction forms with the signature/specimen in consistent with those on the agreed specimen card of the relevant businesses and fill in the required items within the regulated service hours for fax services subject to the Bank's rules. The Customer agrees to and authorizes the Bank to sufficiently rely on the authenticity, correctness and truthfulness on the contents and the signature made by the Customer on the fax instructions without any opposition. The contents of the relevant special instructions on the transaction forms shall be correct, clear and understandable. The Customer shall be solely liable for any wrong transfer, incapability of transfer or any other errors due to the vague or erroneous instruction without any involvement of the Bank.
- 二、立約定書人辦理結匯金額達等值新臺幣 50 萬元以上之交易時，應填妥「外匯收支或交易申報書」(以下簡稱申報書)傳真至貴行，並於當日送達申報書正本，未於限期內送達申報書正本時，貴行得逕行沖回該筆交易，立約定書人絕無異議。

有下列情形之一者，不適用本傳真交易約定書之約定：

 - (一) 未成年人辦理結匯金額達等值新臺幣 50 萬元以上之交易；
 - (二) 涉及結匯須於相關證明文件正本加註結匯日期、金額並簽章者之交易。

上述結匯金額皆為當日合併所有通路累計新臺幣兌外幣之結匯金額。

 2. When the customer exchanges foreign currency for an amount equivalent or above NT\$500,000, this customer shall fill out "Declaration Statement of Foreign Exchange Receipts and Disbursements or Transactions "(hereinafter referred as "the Declaration"), fax the Declaration to the Bank and delivery the original copy of such Declaration to the Bank on the same day, otherwise the bank may, at its option, reverse such transaction directly, the customer has no right of objection for such reversal.
Fax transactions do not apply under any one of following situations:
 - (1) An juvenile customer (below 20 years old) requests a transaction equivalent to or above NT \$500,000;
 - (2) Relevant required evidence documents must be original with the signature, transaction date and amount.The above aggregated FX transaction amount includes all sales and purchases of foreign currency via all banking channels on the same day.
- 三、因第三人冒用立約定書人名義或留存印鑑為本約定書之傳真交易指示，致立約定書人受有損害時，除貴行有故意或重大過失外，貴行不負任何損害賠償責任。
3. If there is any third party misapplying the name of the Customer or the retained specimen signature to make the fax transaction instruction under this Agreement causing the Customer damaged, the Bank will not be liable for any indemnification unless it is due to the Bank's willful conduct or gross negligence.
- 四、立約定書人對傳真交易指示得申請取消，惟不得更改交易內容；傳真交易指示之取消，應於貴行尚未進行交易且於貴行規定之傳真交易服務時間內，於傳真交易單註明交易取消，以傳真方式通知貴行，並由立約定書人或立約定書人於開戶申請書(法人用-彙整版)中所示任一約定聯絡人即時以電話連絡貴行確認取消該筆交易。
 4. The cancellation of the fax transaction instruction by the Customer shall be made prior to the transaction proceeded by the Bank. The Customer shall remark the cancelled transaction on the fax transaction form and notify the Bank of the same via fax within the service hours for the fax transaction stipulated by the Bank. The Customer or the Customer's appointed contact person (as stated in the Account Application Form (Corporate / Commercial Banking Use Only-Mix by the Customer) shall immediately contact the Bank by telephone to confirm the cancellation of such transaction. The Bank does not accept correction of the fax transaction instruction.
- 五、若傳真之文件因電話線路、機器故障或中斷或其他任何因素致所顯示之文件內容或印鑑不清楚或無法辨認，立約定書人同意貴行於接受立約定書人另行傳真清楚足以辨認其內容及印鑑之指示前，貴行得拒絕接受原傳真指示辦理交易。
 5. If the contents or the signatures appeared on the faxed document are unclear or unrecognizable due to the malfunction of the telephone line/ the machine, any type of disruption or any other reasons, the Customer agrees that the Bank may refuse to accept the original fax instruction to proceed with the transaction before the Bank accepts another clear instruction with recognizable contents and signatures made by the Customer separately via fax.
- 六、營業時間(下午 3:30)前受理之傳真交易因系統異常或其他任何因素致無法於當日執行，立約定書人同意貴行照會開戶申請書(法人用-彙整版)中所示任一約定聯絡人後，逕依該傳真交易文件於次一營業日作業。
 6. For fax transactions accepted before the end of office hours (15:30) that are not executed that day due to malfunctioning systems or other reasons, the Customer agrees that the Bank will process according to the fax document on the following working day upon notification to any one of the agreed contact persons listed in the Account Application Form (Corporate / Commercial Banking Use Only-Mix by the Customer).
- 七、立約定書人所傳真之交易單及其他相關表格傳真影本，立約定書人承認其與正本有相同效力，

惟實體存單傳真交易，貴行收訖立約定書人之傳真文件後，立約定書人應於交易日起五個營業日內將正本送交貴行補驗，如貴行於交易日起五個營業日內仍未收到交易文件正本，貴行有權決定是否受理新的傳真交易指示，惟立約定書人認知並同意，縱使貴行未收受正本，亦不影響其傳真文件之效力。各該帳戶之餘額悉以貴行帳載餘額為準，且貴行有權得逕行終止提供立約定書人傳真交易服務，立約定書人絕無異議。

7.The Customer recognizes that transaction form and photocopies of the other relevant forms faxed by the Customer shall have the same effects with their originals. However, for the fax transaction related to physical certificate deposit upon the Bank receives the documents faxed by the Customer, the Customer shall submit the originals to the Bank for re-examination within five business days from the transaction date. If the Bank does not receive the original of the transaction document within five business days from the transaction date, the Bank has discretion to determine whether to accept new fax transaction instruction. However, in the event that the Customer recognizes and agrees to the transaction, even though the Bank has not received the original copy, the effects of the faxed documents will not be affected even if the Bank does not receive the originals. The balance amount of each account is subject to the balance amount on the Bank's record. The Bank has the sole discretion to cease to provide the fax transaction services for the Customer with no objection from the Customer.

八、立約定書人就傳真通知內容可能因傳送而致洩密之風險，應自行負責。不論任何原因，倘於傳送過程中有揭露機密之情事發生時，除貴行故意或重大過失外，貴行均不負任何責任。

8.It is the Customer's sole responsibility for the risk of the possible disclosure of the contents in the fax notification due to the transmission. The Bank will not be responsible for the occurrence of the disclosure of confidentiality for any reason during the transmission process, unless it is due to the Bank's willful conduct or gross negligence.

立約定書人所為之書面傳真交易，個人戶轉入帳號為貴行且與轉出帳號同戶名及身分證統一編號者，法人戶轉入帳號如為貴行或他行且與轉出帳號同戶名者，得免約定，其他轉入帳戶約定詳如開戶申請書(法人用-彙整版)或另行申請約定。

For the written fax transaction made by the Customer, if the individual account's inward remittance is to the account with the Bank and with the same account name and identification number/uniform number as those of the outward remittance account, or if the corporate account's inward remittance account number belongs to the Bank or the account name with other banks is the same as that of the outward remittance account, the agreement is not required. Details of other accounts for inward remittance are listed in the Account Application Form (Corporate / Commercial Banking Use Only-Mix by the Customer) or shall be applied separately.

九、立約定書人應以約定之傳真機號碼，將相關交易單傳真至貴行指定之傳真專線，倘傳真機號碼與約定不符或無法顯示，立約定書人同意貴行得向立約定書人或立約定書人於開戶申請書(法人用-彙整版) 中所示任一約定聯絡人員名單中任兩人確認後，接受該筆傳真指示交易，此電話照會記錄對立約人具有拘束力。

9.The Customer shall fax the relevant transaction form by the following agreed fax number to the fax direct line specified by the Bank. If the fax number is not consistent with the agreed one or cannot be identified, the Customer agrees that the Bank may, after confirming with the Customer or any two of the agreed contact persons listed in the Account Application Form (Corporate / Commercial Banking Use Only-Mix by the Customer), accept such fax transaction instruction. This phone confirmation record is binding on the Customer.

十、立約定書人同意並了解：如立約定書人或經立約定書人指定之聯絡人未於傳真交易指示文件後即時以電話聯絡貴行做交易事項之確認，貴行有權但無義務對該文件之內容及有關交易作進一步確認或查證。

10.The Customer agrees and understand that if the Customer or the Customer's specified contact person does not contact the Bank by telephone immediately following the fax transaction instruction document for confirmation of the transaction items, the Bank has the right but is not obligated to make further confirmation or verification of the contents of such document or the relevant transactions.

十一、立約定書人經貴行受理單位人員充分解說本約定書內容及完成見簽程序者，倘立約定書人以郵寄、快遞或派員等方式送交本約定書予貴行時，立約定書人授權貴行得向開戶申請書(法人用-彙整版)所示任一約定之人員及聯絡電話進行申請之確認。

11.If the Customer has been witnessed to sign after the Contract was fully explained by the Bank's personnel undertaking the business, the Customer hereby authorizes the Bank to contact any one of the agreed contact persons and contact telephone numbers listed in the Account Application Form (Corporate / Commercial Banking Use Only-Mix by the Customer) for verification of the application if the Agreement is delivered by the Customer by mail, courier or contact from an employee of the Customer

十二、貴行之傳真機號碼或電話號碼如有異動，將另行以書面或其他約定方式通知立約定書人，無須重新簽訂約定書。

12.If the fax number or the telephone number of the Bank is changed, the Bank will notify the Customer in writing or by other agreed method of the same without re-execution of this Agreement.

壹拾陸、銀行資訊

XVI. BANK OF INFORMATION

一、申訴之管道

- (一)營業時間內得逕洽各營業單位；
- (二)免付費申訴專線：0800-255-777
- (三)其他服務電話：02-2232-1296
- (四)傳真號碼：02-8668-3353
- (五)網址：<https://www.KGIbank.com> (「客戶留言」區)
- (六)銀行電子信箱：call_center@kgibank.com

1.Complaint Channel

- (1) Contact any of the business units during business hours;
- (2) Phone number(free):0800-255-777;_
- (3) Phone number:02-2232-1296;
- (4) Fax number: 02-8668-3355;
- (5) Web address: <https://www.KGIbank.com> the (customer message board" on the Bank's website.) ;
- (6) email: call_center@kgibank.com

二、企業金融網服務

- (一)銀行名稱：凱基商業銀行
- (二)客服專線：02-8023-9088、0800-255-777
- (三)傳真號碼：02-8668-3353
- (四)地址：臺北市松山區敦化北路 135 號 9-11 樓
- (五)網址：<https://cnb.KGIbank.com>
- (六)銀行電子信箱：call_center@kgibank.com

2. Corporate eBanking Services

- (1) Bank name: KGI Bank;
- (2) Phone number: 02-8023-9088,0800-255-777;.
- (3) Fax number: 02-8668-3355;
- (4) Address: No.135,9~11F Dunhua N.Rd.,Songshan Dist., Taipei City;
- (5) Web address: <https://cnb.KGIbank.com>;
- (6) email: call_center@kgibank.com

附錄一、存匯業務手續費一覽表

Appendix、Fee chart for deposit and remittance handling fee

臨櫃服務收費項目 Counter service Charge items	收費標準(新臺幣) Service Charge (NT\$)
一、臺幣轉帳匯款 Interbank Remittance –NT\$ Account Transfer	匯款金額 200 萬元(含)以下，每筆 30 元 NT\$30 per item within NT\$2,000,000
	匯款金額每增加100萬元加收10元 Collect additional NT\$10 for every incremental NT\$1,000,000
	匯款金額單筆限額 5,000 萬元 Maximum NT\$50,000,000 for an item
二、臺幣現金匯款 Interbank Remittance- Cash Transaction	匯款金額 200 萬元(含)以下，每筆 100 元 NT\$100 per item within NT\$2,000,000
	匯款金額每增加 100 萬元加收 50 元 Collect additional NT\$50 for every incremental NT\$1,000,000
	匯款金額單筆限額 5,000 萬元 Maximum NT\$50,000,000 for an item
三、存款餘額證明 Deposit Balance Certificate	每份 50 元，第二份起每份收費 20 元 First item is NT\$ 50, each additional item is NT\$ 20.
四、存摺/存單掛失暨補發 Reissuance Bankbook/ deposit certificate upon Loss	每件 100 元 NT\$ 100/ Item
五、印鑑掛失暨變更 Change of Seal/Report of Loss	每筆 100 元 NT\$ 100/Item
六、印鑑變更(更換戶名) Signature Specimen Alternation (Change account name)	每筆 100 元 NT\$ 100/Item
七、調閱、影印傳票 Review of Account, Copy of writ	每張 50 元，須遠赴倉庫調閱者，每張 200 元 Each copy is NT\$ 50, but for those required for transmission from warehouse, each copy is NT\$200.
八、補印對帳單 Reprint Statement	每份 100 元 NT\$ 100/Item
九、開立本行支票 Issuance of bank's Check	每張 30 元 NT\$ 30 per piece
十、空白票據 Blank Check Instrument	支票存款、活期存款、活期儲蓄存款三帳戶總合前三個月平均餘額 The average daily balance of all the deposit accounts(including check deposits, demand deposits, time (savings)deposits) opened by the customer with the Bank during the last 3 months
	1. 積數未達 10 萬元者，每張 30 元 less than NT\$100,000, each copy is NT\$30
	2. 積數達 10 萬元(含)以上者，每張 10 元 over than NT\$ \$100,000, each copy is NT\$10
十一、票據掛失止付 Stop Payment of Check	申請人為發票人時，每張 100 元 If the applicant is the issuer, each copy is NT\$ 100
	申請人非發票人時，每張 200 元 if the applicant is not the issuer, each copy is NT\$ 200.
十二、票據撤銷付款委託 Cancellation of Check Payment Authorization	每張 100 元 NT\$ 100/Check
十三、拒往/結清後申請兌付票據 Apply paying the check amount after the closing check account / rejected account	每張 200 元 NT\$ 200/Copy
十四、退票違約金(因存款不足) Bounced Check Fee for Not Sufficient Fund	每張 200 元 NT\$ 200/Copy
十五、註記退票記錄	每張 150 元 NT\$ 150/Copy

Note Record of Bounced Check	
十六、代收票據撤回/延期提示 Check take back/ Extending Presentation	每張 50 元 NT\$ 50/Copy
十七、票信查詢費 Credit Checking Fee	第一類票信查詢費 Type I of Checking Account credibility Enquiry：每張100元NT\$ 100/Copy 第二類票信查詢費 Type II of Checking Account credibility Enquiry：每張200元 NT\$ 200/Copy
十八、執行扣押存款解繳 Handling fee of order for enforcement	每件收取 250 元 NT\$ 250/Item
外匯臨櫃服務收費項目 Counter service items for FX	收費標準 Service Charge
一、提領外幣現鈔 Withdraw Cash in Foreign Currency	加收牌告外幣現鈔賣出匯率與牌告即期賣出匯率 之價差 Additional Charge equal to the spread between Bank's selling rate of cash and Bank's spot selling rate of the same currency.
二、存入外幣現鈔 Deposit of Foreign Currency Cash	(a)購自貴行:免手續費 Foreign Currency Cash is previously Purchased from the Bank: free (b)非購自貴行:手續費=買入金額 x 1% x 成交匯 率;最低收 100 元/次 Foreign Currency Cash is not previously purchased from the Bank: Handling fee = amount to be purchased by the Bank x 1% x exchange rate of deal; the minimum is NT\$ 100/ Time.
三、補發結匯證實書/水單/交易憑證/收 據/其他/外幣帳戶調閱、影印傳票 Reissue the certificate of exchange settlement/Exchange memo/Transaction Certificate/ Receipt/Other/Review the account of foreign currency, copy the writ	(a)三個月以內之交易:100 元/筆 Transaction within 3 months: USD5.00 /Item (b)三個月以上之交易:300 元/筆 Transaction for more than 3 months: USD10.00/Item
四、外匯存款存(餘)額證明 Foreign Currency Deposit (Balance) Certificate	境內:新臺幣 100 元/份 Domestic: NT\$ 100/ Copy
國際金融業務分行 OBU	
一、單摺掛失補發 Reissue Single Bankbook for Loss	USD5.00/件 USD 5.00/Copy
二、帳戶補印對帳單 Reprint Account Statement	USD5.00/件 USD 5.00/Copy
三、外匯存款存(餘)額證明 Issuance of Foreign Currency Deposit (Balance) Certificate	USD5.00/件 USD 5.00/Copy
四、帳戶印鑑更換/掛失 Account Seal/Report of Loss	USD5.00/件 USD 5.00/Copy
五、補發結匯證實書/水單/交易憑證/收 據/其他/外幣帳戶調閱、影印傳票 Reissue the certificate of exchange settlement/Exchange memo/Transaction Certificate/ Receipt/Other/Review the account of foreign currency, copy the writ	(a)三個月以內之交易 Transaction within 3 months: USD5.00/筆: USD5.00 /Item (b)三個月以上之交易 Transaction for more than 3 months: USD10.00/筆: USD10.00/Item

附錄二、蒐集、處理及利用個人資料告知書

Appendix II: Notice to collect, process and use personal information

一、您好，由於個人資料之蒐集，涉及 臺端的隱私權益，凱基商業銀行股份有限公司(以下稱本行)向 臺端蒐集個人資料時，依據個人資料保護法(以下稱個資法)第八條第一項規定、第九條第一項及(或)同法其他相關規定，應明確告知 臺端下列事項：(一)非公務機關名稱(二)蒐集之目的(三)個人資料之類別(四)個人資料利用之期間、地區、對象及方式(五)當事人依個資法第三條規定得行使之權利及方式(六)當事人得自由選擇提供個人資料時，不提供將對其權益之影響。

Dear customer, as collection of personal information involves your privacy, upon KGI Bank (the Bank) collects your personal information, based on Paragraph 1, Article 8, Paragraph 1, Article 9 and others under of the Personal Information Protection Act, the Bank shall notify you of the following: (1) the name of non-government agency; (2) purpose for collecting the personal information; (3) types of personal information; (4) the period, region, user and method of using personal information; (5) the rights of the Customer and methods to exercise according to Article 3 of the Personal Information Protection Act; and (6) the impact on the Customer's rights and interests if not providing personal information when the Customer may freely choose whether to provide personal information or not.

二、有關本行蒐集 臺端個人資料之目的、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 臺端詳閱如後附表。

Please refer to the table below regarding the Bank's purpose of collection, types of personal information to be collected, and the period, region, user and method of using personal information.

三、依據個資法第三條規定，臺端就本行保有 臺端之個人資料得行使下列權利：

Based on Article 3 of the Personal Information Protection Act, you are entitled to the following rights for your personal information retained by the Bank:

(一)除有個資法第十條所規定之例外情形外，得向本行查詢、請求閱覽或請求製給複製本，惟本行依個資法第十四條規定得酌收必要成本費用。

You may inquire the Bank, or request the Bank to review or provide a copy unless in the circumstances under Article 10 of the Personal Information Protection Act, provided that the Bank may charge necessary costs.

(二)得向本行請求補充或更正，惟依個資法施行細則第十九條規定，臺端應適當釋明其原因及事實。

You may request the Bank to supplement or correct your personal information, provided that in accordance with Article 19 of the Enforcement Rules of Personal Information Protection Act, you have to appropriately explain the reasons and facts.

(三)本行如有違反個資法規定蒐集、處理或利用 臺端之個人資料，依個資法第十一條第四項規定，臺端得向本行請求停止蒐集。

If the Bank violates any provision of the Personal Information Protection Act in terms of collecting, processing or using your personal information, you may ask the Bank to stop collecting your information in accordance with Paragraph 4, Article 11 of the Personal Information Protection Act.

(四)依個資法第十一條第二項規定，個人資料正確性有爭議者，得向本行請求停止處理或利用 臺端之個人資料。惟依該項但書規定，本行因執行業務所必須並註明其爭議或經 臺端書面同意者，不在此限。若您不欲收到本行相關行銷活動訊息，請致電本行免付費專線 0800-255-777 由專人為您服務。

Pursuant to Paragraph 2, Article 11 of the Personal Information Protection Act, in case there is any dispute on the accuracy of personal information, you may request the Bank to stop processing or using your personal information. However, under the proviso in the said paragraph, this does not apply where the Bank deems necessary for performing its business and the disputes have been noted or upon your approval. If you do not want to receive marketing information from the Bank, please contact our coordinator via the toll free number at 0800-255-777.

(五)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，得向本行請求刪除、停止處理或利用 臺端之個人資料。惟依該項但書規定，本行因執行業務所必須或經 臺端書面同意者，不在此限。

In accordance with Paragraph 3, Article 11 of the Personal Information Protection Act, the Customer may request for deletion, stop processing or use of personal information when the purpose for collection no longer exists or upon expiration of the period to use. However, pursuant to the proviso under this paragraph, this does not apply where the Bank deems necessary for performing its business or with your written approval.

四、臺端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，得向本行客服(0800-255-777)詢問或於本行網站(網址：www.KGIbank.com)查詢。

If you would like to exercise any rights under Article 3 of the above-stated Personal Information Protection Act, you may call the customer service number of the Bank (0800-255-777) or visit the Bank's website (www.kgibank.com) for more information regarding how to exercise your rights.

五、臺端得自由選擇是否提供相關個人資料及類別，惟 臺端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，本行可能無法進行必要之業務審核或作業而無法提供 臺端相關服務或無法提供較佳之服務，敬請見諒。

You may decide whether to provide your personal information and the type of information to be provided. However, if the personal information and its type you reject to provide is necessary for the Bank to review your application or conduct the relevant operations, we may not be able to provide related services or better services for you. We appreciate your understanding.

六、臺端同意本行有權修訂本告知義務書，並同意本行於修訂後，得以言詞、書面、電話、簡訊、電子郵件、

傳真、電子文件或其他足以使 臺端知悉或可得知悉之方式(包括但不限於以前述方式告知提供詳載本告知義務書內容之網站連結)，告知 臺端修訂要點及指定網頁。

The Customer agrees that the Bank has the right to amend this Notice, and agrees that the Bank may inform you in verbal communications, writings, phones, messages, emails, fax, electronic documents, or any other ways that makes you aware of or able to be aware of the key points of changes (including but not limited to informing the linkage to the afore-mentioned website with the Notice via the above methods) as well as the designated website.

附表 Appendix

特定目的說明 Type of Personal Data		
業務類別 Business Category	業務特定目的及代號 Specific Purposes and Corresponding Codes for each Business	共通特定目的及代號 Specific purposes and Corresponding Codes for Kgi Bank as a whole
一、存匯業務 Deposit and remittance business	022外匯業務 036存款與匯款業務 067信用卡、現金卡、轉帳卡或電子票證業務 082借款戶與存款戶存借作業綜合管理 112票據交換業務 181其他經營合於營業登記項目或組織章程所定之業務(例如其他經中央主管機關核准辦理之有關業務等) 022 FX business/ 036 Deposit and remittance business/ 067 credit card, cash card, ATM card or electronic pre-paid card (including debit card business)/ 082 general operation management of borrowers and depositors/112 bill clearance business/181 other business as stated in the business registration license or AOI(eg. other relevant businesses authorized by the Central Competent Authorities, etc.)	040 行銷(包含金控共同行銷業務) 059 金融服務業依法令規定及金融監理需要，所為之蒐集處理及利用 060 金融爭議處理 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 069 契約、類似契約或其他法律關係管理之事務 090 消費者、客戶管理與服務 091 消費者保護 098 商業與技術資訊 104 帳務管理及債權交易業務 136 資(通)訊與資料庫管理 137 資通安全與管理 157 調查、統計與研究分析 182 其他諮詢與顧問服務 執行洗錢防制作業及配合全球打擊恐怖份子調查 依本國或外國政府機關要求而為稅務申報 040 marketing (including cross selling for financial holding company) /059 the collection and utilization made by the financial service enterprise according to the laws and for need of financial supervision /060 handing of the financial disputes / 063 the collection ad utilization made by the non-governmental agency according to the regulatory requirements / 069 management on the contractual, quasi-contractual relationship affairs / 090 management and service for the consumers and customers /091 consumer protection / 098 business and technical information /104 accounting management and debt transaction business / 136
三、授信業務 Credit Extension business	022外匯業務 067信用卡、現金卡、轉帳卡或電子票證業務082借款戶與存款戶存借作業綜合管理 088核貸與授信業務 106授信業務 111票券業務 126債權整貼現及收買業務 154徵信 181其他經營合於營業登記項目或組織章程所定之業務(例如：票據貼現、商業匯票承兌、簽發國內信用狀、保證發行公司債、辦理國內保證業務、外幣貸款及外幣擔保付款之保證業務、其他經中央主管機關核准辦理之有關業務等)022 FX business/067 credit card, cash card, ATM card or electronic pre-paid card (including debit card business)/ 082 general operation management of borrowers and depositors/088 loan approval and loan business/ 106 loan business / 111 Bill business / 126 Purchase and discounted cash business of credit rights /154 credit review/181 other business stated in the business registration license or AOI (e.g., bills and notes discounting, commercial drafts accepting, letters of credit issuance, letter of guarantee for issuance of corporate bonds, engaging in domestic guarantee businesses, foreign currency loan and guarantee for payments, foreign currency margining transactions, other relevant businesses authorized by the Central Competent Authorities, etc.)	
三、信用卡業務 Credit card business	022 外匯業務 067信用卡、現金卡、轉帳卡或電子票證業務 082借款戶與存款戶存借作業綜合管理 088核貸與授信業務 106授信業務 154徵信 181其他經營合於營業登記項目或組織章程所定之業務(例如：信用發卡與收單業務、其他經中央主管機關核准辦理之有關業務等)022 FX business/067 credit card, cash card, ATM card or electronic pre-paid card (including debit card business)/ 082 general operation management of borrowers and depositors/088 loan approval and loan business/ 106 loan	

	business /154 credit review/181 other business stated in the business registration license or AOI(e.g., card issuing and acquiring business, other relevant businesses authorized by the Central Competent Authorities,etc.)	information (communication) and data base managemet / 137 information security and management / 157 investigation, statistics and research analysis / 182 other consulting and advisory services.
四、外匯業務 FX business	022外匯業務 036存款與匯款業務 082借款戶與存款戶存借作業綜合管理 088核貸與授信業務 106授信業務 154徵信 181其他經營合於營業登記項目或組織章程所定之業務 (例如：辦理出口外匯、進口外匯、其他經中央主管機關核准辦理之有關業務等)022 FX business/036 deposit and remittance business/ 082 general operation management of borrowers and depositors/ 088 loan approval and loan business/ 106 loan business /154 credit review/181 other business stated in the business registration license or AOI(e.g.,foreign exchange for import and export, other relevant businesses authorized by the Central Competent Authorities, etc.)	
五、有價證券業務 Securities business	111票券業務 044投資管理 068信託業務 082借款戶與存款戶存借作業綜合管理 088核貸與授信業務 094財產管理 106授信業務 154徵信 166 證券、期貨、證券投資信託及顧問相關業務 181其他經營合於營業登記項目或組織章程所定之業務 (例如：投資有價證券、短期票券經紀/自營/簽證及承銷業務、代理有價證券發行/轉讓/登記及股息利息紅利之發放事項、提供有價證券發行/募集之顧問服務、辦理有價證券簽證、擔任債券發行受託人及辦理有關之代理服務事項、辦理政府債券自行買賣業務、其他經中央主管機關核准辦理之有關業務等) 111 Bill business /044 investment management / 068 trust business /082 general operation management of borrowers and depositors/088 loan approval and loan business/ 094 property managemen /106 loan business /154 credit review/ 166 securities, furtures, securities investment trust and consulting related business/181 other business stated in the business registration license or AOI. (e.g., investment in securities, brokerage/proprietary/Warranty and omission trading of short-term bills and notes, acting as agent for issuance/transfer/registration of securities and distribution of dividends/interests/bonus, advisory service for issuance and offering of securities, certificating securities, acting as trustee of bond issuance and handling relevant agency service, Government bond bond self-selling business, other relevant businesses authorized by the Central Competent Authorities, etc.)	
六、財富管理業務 Wealth management business	022 外匯業務 036 存款與匯款業務 044 投資管理 068 信託業務 082 借款戶與存款戶存借作業綜合管理 166 證券、期貨、證券投資信託及顧問相關業務 094 財產管理 181 其他經營合於營業登記項目或組織章程所定之業務 (例如：其他經中央主管機關核准辦理之有關業務等)。 022 FX business/036 deposit and remittance business/044 investment management / 068 trust business /082 general operation management of borrowers and depositors/ 166 securities, furtures, securities investment trust and consulting related business/181 other business stated in the business registration license or AOI.(e.g., other relevant businesses authorized by the Central Competent Authorities, etc.)	
(七) 保險業務 Insurance business	001 人身保險業務 065 保險經紀 (含有關投保、契約變更、理賠、申訴及爭議處理)、保險代理、公證業務 066 保險監理 093 財產保險業務	

	001 Life insurance/065 Insurance brokerage(Including insured, contract change, claim, appeals and dispute resolution), agency, or survey business/066 insurance regulatory /093 Property Insurance	
<p>(八) 其他經營合於營業登記項目或組織章程所定之業務，或經中央主管機關核准辦理之其他有關業務（例如：代銷公債/國庫債/公司債券及股票、辦理保管及倉庫業務、代售金塊/金幣及銀幣、經主管機關核准辦理之衍生性金融商品業務、依信託業法核定辦理之業務、辦理出租保管箱業務、辦理保管業務、受託保管證券投資信託基金、電子金融業務、代理收付款項業務、辦理與營業執照上各款業務有關或經主管機關核准之代理服務業務、發行現金儲值卡業務、有關企業財務諮詢服務工作、以信託方式辦理全權委託投資業務、共同行銷或合作推廣業務…等。)</p> <p>Other business stated in the business registration license or AOI or other businesses approved by central competent authorities (e.g., acting as agent for sale of government bonds, treasury notes, corporate bonds and stocks, Custody storage and warehousing business, Golden gold chunk / gold money and silver money, derivative business approved by the regulators, , relevant businesses authorized and approved in accordance with the Trust Enterprise, safe deposit box business , conducting custodian business, Securities Investment Trust Fund, E-banking business, acting as collecting and paying agent, Issuance of Stored Value Cards, Corporate financial advisory services, Manage the discretionary investment business by trust, and joint marketing or joint promotions business, etc.)</p>	181 其他經營合於營業登記項目或組織章程所定之業務（例如：其他經中央主管機關核准辦理之有關業務等） 181 other business as stated in the business registration license or AOI. (eg., AOI or other businesses approved by central competent authorities)	

蒐集之個人資料類別 Information type collected

姓名、身分證統一編號、性別、出生年月日、通訊方式及其他詳如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）所實際蒐集之個人資料為準。_Name, ID number, gender, birth date, contact information and other details specified in applications or contracts subject to the related business, account or services between the Bank and the Customer or record left at a third party (such as Joint Credit Information Center)

個人資料利用之期間 Period of information usage

一、特定目的存續期間。

二、依相關法令所定（例如商業會計法等）或因執行業務所必須之保存期間或依個別契約就資料之保存所定之保存年限。（以期限最長者為準）

(1) Period of existence for a specific purpose

(2) reservation tenure subject to related regulations (such as Business Accounting Law) or required by individual contract or business need (whichever has the longest tenure).

個人資料利用之地區 Period of information Area

上述「個人資料利用之對象」欄位所列之利用對象其國內及國外所在地。 includes the domestic and overseas areas where the parties are on the above located

個人資料利用之對象_The following parties are entitled to utilize customer's personal information

一、本行(含受本行委託處理事務之委外機構)

二、依法令規定利用之機構（例如：本行母公司或屬同一金融控股公司之其他子公司等）。

三、其他業務相關之機構（例如：通匯行、財團法人金融聯合徵信中心、財團法人聯合信用卡處理中心、台灣票據交換所、財金資訊股份有限公司、信用保證機構、信用卡國際組織、收單機構暨特約商店、財團法人金融消費評議中心等）。

四、依法有權機關或金融監理機關。

五、客戶所同意之對象（例如本行母公司或屬同一金融控股公司之其他子公司、本行共同行銷或交互運用客戶資料之公司、與本行合作推廣業務之公司等）。

i. The Bank (including outsourced agencies entrusted by the Bank for business purposes)

ii. Legally approved institutions (such as KGI Bank's parent company or other subsidiaries of the same financial holding company, etc.)

iii. Other business related institutions (such as correspondence bank, beneficiary bank, SWIFT, Joint Credit Information Center, NCCC, Taiwan Clearing House, FISC, Credit Guarantee institutes, international credit card organizations, bill collection agent, designated stores and Financial Ombudsman Institution).

iv. Institutions required by law with the right to supervise financial institutions.

v. Any corporation approved by the Customer (such as KGI Bank's parent company or other subsidiaries of the same financial, a joint marketing, cross utilization of customer information or joint sales company with the Bank)

個人資料利用之方式 Usage methods of personal information

符合個人資料保護相關法令以自動化機器或其他非自動化之利用方式 Automatic or non-automatic usage method subject to personal information protection related laws.

【附錄三】 「防範詐騙宣導、提醒事項」

Appendix III: “Propaganda and Reminder to Prevent Criminal Fraud.”

親愛的客戶您好，提醒您

不要任意聽信詐騙集團之說詞，若將個人身分資料或金融資料提供販賣交由詐欺集團用以詐騙他人金錢或轉帳洗錢，除嚴重危害社會治安及金融秩序外，亦觸犯刑法及洗錢防制法等相關法令，除將受法律制裁外，其本身所得金錢及日後受刑責相較將得不償失。

Dear valuable customers:

KGI Bank reminds you not to believe the words of organized fraud gangs. If you provide your personal identification information or financial information for fraud gangs to defraud of money or do money laundering, other than seriously damaging the social security and financial order, you also commit the crimes under the Criminal Act and Money Laundering Control Act, etc. (details are as follows). In addition to legal sanctions, the money received is not comparable to the criminal sanctions being imposed afterwards.

另因近來詐騙案件頻傳，為維護您個人財產安全，請您注意下列事項，以避免蒙受財產損失：

- 一、投資應循合法管道，避免遭受非法吸金情形而致重大損失。
- 二、勿將存摺、印鑑、金融卡及密碼交由他人保管，或提供個人身分資料或金融資料予他人。
- 三、勿聽從他人指示操作提款機或依他人指示辦理匯款或轉帳，勿從非本行網站超連結本行網路銀行，以免遭虛假網站截取密碼。

In light of numerous recent fraud cases, in order to safeguard your personal property, please note the following to avoid property losses:

1. Investments should be carried out through legitimate channels in order to avoid serious loss caused by illegal fund-raising.
2. Do not provide others with deposit passbooks, seals, debit cards and passwords, or provide others with personal identification information or financial information.
3. Do not follow the instructions of others to operate an ATM or follow instructions of others for remittance or transfer; and do not access to the Bank's internet banking through the hyperlink not in the Bank's website so as to avoid the interception of passwords by fraudulent websites.

相關法令 Relevant laws and regulations

刑法第 30 條 Article 30 of the Criminal Act	幫助他人實行犯罪行為者，為幫助犯。雖他人不知幫助之情者，亦同。幫助犯之處罰，得按正犯之刑減輕之。 A person who aids another in the commission of a crime is an accessory notwithstanding that the person aided does not know of the assistance. The punishment prescribed for an accessory may be reduced from that prescribed for the principal offender.
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<p>刑法第 339 條 Article 339 of the Criminal Act</p>	<p>意圖為自己或第三人不法之所有，以詐術使人將本人或第三人之物交付者，處五年以下有期徒刑、拘役或科或併科一千元以下罰金。以前項方法得財產上不法之利益或使第三人得之者，亦同。前二項之未遂犯罰之。</p> <p>A person who by fraud causes another to deliver to him property belonging to such other or to a third person for purpose to exercise unlawful control over other's property for himself or for a fourth person shall be sentenced to imprisonment for not more than five years or short-term imprisonment; in lieu thereof, or in addition thereto, a fine of not more than one thousand yuan may be imposed. A person who by the means specified in the preceding paragraph takes an illegal benefit for himself or for a third person shall be subject to the same punishment. An attempt to commit an offense specified in one of the two preceding paragraphs is punishable.</p>
<p>刑法第 339-1 條 Article 339-1 of the Criminal Act</p>	<p>意圖為自己或第三人不法之所有，以不正方法由收費設備取得他人之物者，處一年以下有期徒刑、拘役或三千元以下罰金。以前項方法得財產上不法之利益或使第三人得之者，亦同。</p> <p>A person who for purpose to exercise unlawful control over other's property for himself or for a third person takes property of another from a fees-collecting apparatus shall be sentenced to imprisonment for not more than one year, short-term imprisonment, or a fine not more than three thousand yuan. A person who takes an illegal benefit in property for himself or for a third person is subject to the same punishment.</p>
<p>刑法第 339-2 條 Article 339-2 of the Criminal Act</p>	<p>意圖為自己或第三人不法之所有，以不正方法由自動付款設備取得他人之物者，處三年以下有期徒刑、拘役或一萬元以下罰金。以前項方法得財產上不法之利益或使第三人得之者，亦同。</p> <p>A person who for purpose to exercise unlawful control over other's property for himself or for a third person takes property of another through an ATM shall be sentenced to imprisonment for not more than three years, short-term imprisonment, or a fine of not more than ten thousand yuan. A person who takes an illegal benefit in property for him or causes a third person to take it by means specified in the preceding paragraph shall be subject to the same punishment.</p>
<p>洗錢防制法第 13 條 第 1 項 Article 13 (1) of the Money Laundering Control Act</p>	<p>檢察官於偵查中，有事實足認被告利用帳戶、匯款、通貨或其他支付工具犯第十四條及第十五條之罪者，得聲請該管法院指定六個月以內之期間，對該筆交易之財產為禁止提款、轉帳、付款、交付、轉讓或其他必要處分之命令。其情況急迫，有相當理由足認非立即為上開命令，不能保全得沒收之財產或證據者，檢察官得逕命執行之。但應於執行後三日內，聲請法院補發命令。法院如不於三日內補發或檢察官未於執行後三日內聲請法院補發命令者，應即停止執行。</p> <p>When a prosecutor obtains sufficient evidence during investigation to believe that an offender has committed an offence prescribed in Articles 14 and 15 by using bank accounts, wire transfers, currency exchanges or other means of payment, the prosecutor may request a court order to prohibit the withdrawal, transfer, payment, delivery and assignment, or to make other necessary</p>

	<p>disposition of such property, for not more than six months. The prosecutor may, in his or her own authority, stop the above - mentioned transactions, in the event that the situation is urgent and reasonable cause is identified to believe that actions needed to be taken immediately to ensure the integrity of the confiscated property or evidence. However, a court order should be applied for subsequently within three days of the action. In the event that a court order is not issued, or that the prosecutor fails to apply for such an order within three days of the action, the action should be called to a halt immediately.</p>
<p>洗錢防制法第 14 條 Article 14 of the Money Laundering Control Act</p>	<p>有第二條各款所列洗錢行為者，處七年以下有期徒刑，併科新臺幣五百萬元以下罰金。 前項之未遂犯罰之。 前二項情形，不得科以超過其特定犯罪所定最重本刑之刑。</p> <p>Anyone committing in money laundering activities prescribed in paragraphs in Article 2 shall be sentenced to imprisonment of not more than seven years; in addition, a fine of not more than NT\$ 5 million shall be imposed. An attempt to commit an offense specified in the preceding paragraph is punishable. In circumstance prescribed in the preceding two paragraphs, the penalty may not exceed the maximum punishment administered for the specified crime.</p>
<p>洗錢防制法第 15 條 Article 15 of the Money Laundering Control Act</p>	<p>收受、持有或使用之財物或財產上利益，有下列情形之一，而無合理來源且與收入顯不相當者，處六月以上五年以下有期徒刑，得併科新臺幣五百萬元以下罰金： 一、冒名或以假名向金融機構申請開立帳戶。 二、以不正方法取得他人向金融機構申請開立之帳戶。 三、規避第七條至第十條所定洗錢防制程序。 前項之未遂犯罰之。</p> <p>In the event of the following circumstances, if anyone accepts, possesses, or uses the property or the benefits of the property without a reasonable account of the origin of such assets, and if his or her income is obviously disproportionate to the size of such assets, an imprisonment of not less than six months and not more than five years shall be imposed, and a fine of not more than NT\$ 5 million may also be imposed:</p> <ol style="list-style-type: none"> 1. Opening accounts at financial institutions in other people's names or under a false name. 2. Getting hold of accounts opened by others at financial institutions, via improper means. 3. Avoiding anti - money laundering procedures described in Articles 7 - 10. <p>An attempt to commit an offense specified in the preceding paragraph is punishable.</p>

【附錄四】美國外國帳戶稅收遵從法及金融機構執行共同申報及盡職審查說明

Appendix IV: The Foreign Account Tax Compliance Act (“FATCA”) and Regulations Governing the Implementation of the Common Standard on Reporting and Due Diligence for Financial Institutions (“CRS”) Instruction

一、根據美國外國帳戶稅務遵從法(下稱「FATCA」)及中華民國金融機構執行共同申報及盡職調查作業辦法(下稱「CRS」)之規定，凱基銀行應收集及申報有關帳戶持有人稅籍與特定相關資料。若帳戶持有人具有非中華民國之稅籍，凱基銀行在法律上有責任把開戶申請書(法人戶-彙整版)FATCA及CRS聲明事項內的資料及有關金融帳戶之其他金融資訊，申報予美國國稅局或中華民國稅務機關，除具有美國公民或美國稅籍居民身分適用FATCA外，中華民國稅務機關會將該資訊提供予與其簽訂跨國協定之其他稅籍國家進行稅務目的金融帳戶資訊交換。

1. Regulations based on the Foreign Account Tax Compliance Act (“FATCA”) and Regulations Governing the Implementation of the Common Standard on Reporting and Due Diligence for Financial Institutions (“CRS”), KGI Bank is required to collect and report the Account Holder’s tax residence and certain information. If the Account Holder has any tax residence other than the Republic of China (Taiwan) (“ROC”), KGI Bank may be legally obliged to pass on the information in FATCA and CRS declared items of Account Application Form (Corporate / Commercial Banking Use Only-Mix) and other financial information with respect to the Account Holder’s financial accounts to the IRS or the ROC tax authority. Except the U.S citizen or U.S tax resident which are subject to FATCA, the ROC tax authority may exchange this information with tax authorities of jurisdictions pursuant to intergovernmental agreements to exchange financial account information for tax purposes.

二、除依據FATCA之規定或帳戶持有人之稅籍出現變動外，開戶申請書(法人戶-彙整版)FATCA及CRS聲明事項屬永久有效。

2. Except the rule of FATCA or a change in circumstances relating to information of the Account Holder’s tax residency status, FATCA and CRS declared items of Account Application Form (Corporate / Commercial Banking Use Only-Mix) will remain valid.

三、若帳戶持有人為獨資業主，請填寫FATCA及CRS自我聲明書(個人版)；若為聯名帳戶持有人，請每位聯名帳戶持有人分別填寫一張聲明書。

3. Please fill in the FATCA and CRS Self-Certification Form (for Individual) if you are a sole proprietor; for joint or multiple account holders, please use a separate form for each individual person.

四、若帳戶持有人之實體身分別為「消極非金融機構實體」或「投資實體(由另一金融機構管理，且非位於應申報國或參與國之投資實體)」請提供對帳戶持有人具有控制力之自然人資訊(即「具控制權之人」)

4. Where the Account Holder is a Passive NFE, or Investment Entity, an Investment Entity that is managed by another Financial Institution and located outside a Reportable Jurisdiction or a Participating Jurisdiction, Please provide information on the natural person(s) who exercise control over the Account Holder (individuals referred to as “Controlling Person(s)”) by completing for each Controlling Person.

五、凱基銀行作為一家金融機構，依法不得提供稅務或法律意見。若您對開戶申請書(法人戶-彙整版)FATCA及CRS聲明事項之內容或所屬稅籍定義具有疑問，請聯絡您的稅務顧問或參考當地稅務機關發布之相關資訊。

5. As a financial institution, KGI Bank is not allowed to give any tax or legal advice. If you have any question about the content of FATCA and CRS declared items of Account Application Form (Corporate / Commercial Banking Use Only-Mix), please contact your tax advisor or refer to related information published by local tax authority.

【附錄五】美國外國帳戶稅收遵從法及金融機構執行共同申報及盡職審查名詞解釋

Appendix V: The Foreign Account Tax Compliance Act (“FATCA”) and Regulations Governing the Implementation of the Common Standard on Reporting and Due Diligence for Financial Institutions (“CRS”) Definitions

注意：以下名詞解釋係協助您填寫開戶申請書(法人戶-彙整版)FATCA 及 CRS 聲明事項使用。若您對於下述名詞定義上有疑問，請與您的稅務顧問聯繫。

Note: The following selected definitions are provided to assist you with the completion of FATCA and CRS declared items of Account Application Form (Corporate / Commercial Banking Use Only-Mix). If you have any questions about these definitions or require further detail, please contact your tax adviser.

1. 帳戶持有人 Account Holder

「帳戶持有人」指由管理金融帳戶之金融機構列為或辨識為持有該帳戶之人。金融機構以外之人，以代理人、保管人、被指定人、簽署人、投資顧問或中間人身分為他人利益持有金融帳戶者，該他人視為帳戶持有人。以一個家長與子女開立的帳戶為例，如帳戶以家長為子女的合法監護人名義開立，子女會被視為帳戶持有人。聯名帳戶內的每個持有人都被視為帳戶持有人。

The term “Account Holder” means the person listed or identified as the holder of a Financial Account by the Financial Institution that maintains the account. A person, other than a Financial Institution, holding a Financial Account for the benefit or account of another person as agent, custodian, nominee, signatory, investment advisor, or intermediary, is not treated as holding the account, and such other person is treated as holding the account. For example in the case of a parent/child relationship where the parent is acting as a legal guardian, the child is regarded as the Account Holder.

With respect to a jointly held account, each joint holder is treated as an Account Holder.

2. 稅籍編號(包括具有同等功能的辨識編號)TIN (including “functional equivalent”)

「稅籍編號」係指外國基於執行稅法之目的，辨識個人或實體之編號或具相當功能之辨識碼。稅籍編號是稅籍國家向個人或法人分配獨有的字母與數字組合，用於識別個人或法人的身分，以便實施該稅籍國家的稅務法律。有關可接受的稅籍編號的更多詳細資訊刊載於經濟合作與發展組織的自動交換資料網站。

某些稅籍國家不發出稅務編號。但是，這些稅籍國家通常使用具有等同辨識功能的其他完整號碼(「具有等同功能的辨識號碼」)。此類號碼的例子包括，就個人而言，社會安全號碼/保險號碼、公民/個人身份/服務代碼/號碼，以及居民登記號碼。

The term “TIN” means a taxpayer identifying number issued by the authorities which can identify individuals or entities.

A TIN is a unique combination of letters or numbers assigned by a jurisdiction to an individual or an Entity and used to identify the individual or Entity for the purposes of administering the tax laws of such jurisdiction. Further details of acceptable TINs can be found at the OECD automatic exchange of information portal.

Some jurisdictions do not issue a TIN. However, these jurisdictions often utilize some other high integrity number with an equivalent level of identification (a “functional equivalent”). Examples of that type of number include, for individuals, a social security/insurance number, citizen/personal identification/service code/number, and resident registration number.

3. 金融機構 Financial Institution

「金融機構」係指「存款機構」、「保管機構」、「投資實體」及「特定保險公司」。

The term “Financial Institution” means a “Custodial Institution”, a “Depository Institution”, an “Investment Entity”, or a “Specified Insurance Company”.

4. 存款機構 Depository Institution

「存款機構」係指經常以銀行業或類似行業之通常營業方式收受存款之實體。

The term “Depository Institution” means any Entity that accepts deposits in the ordinary course of a banking or similar business.

5. 保管機構 Custodial Institution

「保管機構」係指主要業務係為他人帳戶持有金融資產或依法兼營信託或主要營業以外之其他業務致有為他人帳戶持有金融資產之實體，且其最近三個會計年度歸屬於持有金融資產及相關金融服務之收入合計數，達收入總額百分之二十者，存續期間不滿三年者以存續期間計算

The term “Custodial Institution” means any Entity that holds, as a substantial portion of its business, Financial Assets for the account of others or manages a trust sideline or holds Financial Assets for the account of others which is beyond the main business. This is where the Entity’s gross income attributable to the holding of Financial Assets and related financial services equals or exceeds 20% of the Entity’s gross income during the shorter of: (i) the three-year period that ends on 31 December (or the final day of a non-calendar year accounting period) prior to the year in which the determination is being made; or (ii) the period during which the Entity has been in existence.

6. 投資實體 Investment Entity

「投資實體」係指下列任一實體：

(a) 主要業務係為客戶或代客戶從事下列任一之活動或操作，且其最近三個會計年度歸屬於該等活動或操作之收入合計數，達收入總額百分之五十者，存續期間不滿三年者以存續期間計算：

(i) 支票、匯票、存單、票券、衍生性金融商品等貨幣市場工具交易；外匯；匯率、利率及指數工具；可轉讓有價證券；或商品期貨交易。

(ii) 個別及集合投資組合管理。

(iii) 代他人進行其他投資、行政管理或經理金融資產或金錢。

(b) 由存款機構、保管機構、特定保險公司或前款規定之投資實體管理，且其最近三個會計年度歸屬於金融資產之投資、再投資或交易之收入合計數，達收入總額百分之五十者，存續期間不滿三年者以存續期間計算。

The term "Investment Entity" means any Entity:

(a) that primarily conducts as a business one or more of the following activities or operations for or on behalf of a customer:

i) trading in money market instruments (cheques, bills, certificates of deposit, derivatives, etc.); foreign exchange; exchange, interest rate and index instruments; transferable securities; or commodity futures trading;

ii) individual and collective portfolio management; or

iii) otherwise investing, administering, or managing Financial Assets or money on behalf of other persons; or

(b) that is managed by another Entity that is a Depository Institution, a Custodial Institution, a Specified Insurance Company, or an Investment Entity described above and an Entity's gross income is primarily attributable to investing, reinvesting, or trading in Financial Assets is equals or exceeds 50% of the Entity's gross income during the shorter of: (i) the three-year period ending on 31 December of the year preceding the year in which the determination is made; or (ii) the period during which the Entity has been in existence.

7. 特定保險公司 Specified Insurance Company

「特定保險公司」係指任何發行具現金價值保險契約或年金保險契約、或須對具現金價值保險契約或年金保險契約承擔給付義務之保險公司或其控股公司。

The term "Specified Insurance Company" means any Entity that is an insurance company (or the holding company of an insurance company) that issues, or is obligated to make payments with respect to, a Cash Value Insurance Contract or an Annuity Contract.

8. 投資實體(由另一金融機構管理，且非位於應申報國或參與國之投資實體) Investment Entity, except an

Investment Entity that is managed by another Financial Institution and located outside a Reportable

Jurisdiction or a Participating Jurisdiction

「投資實體(由另一金融機構管理，且非位於應申報國或參與國之投資實體)」係指該實體屬應申報國及參與國以外並由一金融機構所管理。

The term "Investment Entity, an Investment Entity that is managed by another Financial Institution and located outside a Reportable Jurisdiction or a Participating Jurisdiction" means any Entity is located in a jurisdiction which is outside the Reportable Jurisdiction and Participating Jurisdiction and managed by a Financial Institution.

9. 應申報國 Reportable Jurisdiction

「應申報國」指依據與我國商訂稅務用途資訊交換之條約或協定進行金融帳戶資訊自動交換，且經財政部公告之國家或地區。

The term "Reportable Jurisdiction" is a jurisdiction with which an obligation to provide financial account information is in place and that is identified in a published list.

10. 參與國 Participating Jurisdiction

「參與國」指依經濟合作暨發展組織發布之共同申報及盡職審查準則進行金融帳戶資訊自動交換，且經財政部公告之國家或地區。

A "Participating Jurisdiction" means a jurisdiction with which an agreement is in place pursuant to which it will provide the information required on the automatic exchange of financial account information set out in the Common Reporting Standard and that is identified in a published list.

11. 證券市場 Established Securities Market

「證券市場」係指經政府機關正式認可及監督之市場，且該市場年度股票交易價值具相當規模。

The term "Established Securities Market" means an exchange that is officially recognized and supervised by a governmental authority in which the market is located and that has a meaningful annual value of shares traded on the exchange.

12. 非金融集團成員的控股非金融機構實體 Holding NFE that is a member of a nonfinancial group

「非金融集團成員的控股非金融機構實體」係指主要活動係持有子公司已發行股票或對其提供融資及服務，且該子公司係從事金融機構業務以外之交易或商業行為。但不包括其功能為投資基金或其他基於投資目的以收購或挹資方式持有公司股權作為資本資產之投資工具。

The term "Holding NFE that is a member of a nonfinancial group" means substantially all of the activities of the NFE consist of holding (in whole or in part) the outstanding stock of, or providing financing and services to, one or more subsidiaries that engage in

trades or businesses other than the business of a Financial Institution, except that an Entity does not qualify for this status if the Entity functions (or holds itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.

13. 清算中或破產的非金融機構實體 NFE that is liquidating or emerging from bankruptcy

「清算中或破產的非金融機構實體」係指前五年非屬金融機構，且正進行清算或重整程序。

The term “NFE that is liquidating or emerging from bankruptcy” means the NFE was not a Financial Institution in the past five years, and is in the process of liquidating its assets or is reorganizing with the intent to continue or recommence operations in a business other than that of a Financial Institution

14. 非金融集團成員的財務中心 Treasury center that is member of a nonfinancial group

「非金融集團成員的財務中心」係指主要活動係與其關係實體或為其關係實體從事融資或避險交易，且未對非關係實體提供融資或避險服務。前述關係實體以主要從事金融機構以外業務者為限。

The term “Treasury center that is member of a nonfinancial group” means the NFE primarily engages in financing and hedging transactions with, or for, Related Entities that are not Financial Institutions, and does not provide financing or hedging services to any Entity that is not a Related Entity, provided that the group of any such Related Entities is primarily engaged in a business other than that of a Financial Institution

15. 非營利組織 Non-profit NFE

「非營利組織」係指符合下列條件之非金融機構實體：

- (a) 專為宗教、公益、科學、藝術、文化、運動或教育之目的而於其所在國家或地區設立及營運者；或於其所在國家或地區設立及營運，且為專業組織、企業聯盟、商會、工會組織、農業或園藝組織、公民聯盟或專為促進社會福利之組織。
- (b) 於其所在國家或地區免納所得稅者。
- (c) 股東或成員對其所得或資產不得主張所有權或受益權。
- (d) 依其所在國家或地區適用之法律或其設立文件規定，除為執行慈善活動，或為給付合理勞務報酬或財產公平市價之價金外，不得分配所得或資產或贈與利益予私人或非慈善性質實體。
- (e) 依其所在國家或地區適用之法律或其設立文件規定，清算或解散時應將贖餘財產分配與政府實體或其他非營利組織，或歸屬其所在國家或地區之各級政府。

The term “Non-profit NFEs” means the NFE meets all of the following requirements:

- (a) it is established and operated in its jurisdiction of residence exclusively for religious, charitable, scientific, artistic, cultural, athletic, or educational purposes; or it is established and operated in its jurisdiction of residence and it is a professional organization, business league, chamber of commerce, labor organization, agricultural or horticultural organization, civic league or an organization operated exclusively for the promotion of social welfare;
- (b) it is exempt from income tax in its jurisdiction of residence;
- (c) it has no shareholders or members who have a proprietary or beneficial interest in its income or assets;
- (d) the applicable laws of the NFE's jurisdiction of residence or the NFE's formation documents do not permit any income or assets of the NFE to be distributed to, or applied for the benefit of, a private person or non-charitable Entity other than pursuant to the conduct of the NFE's charitable activities, or as payment of reasonable compensation for services rendered, or as payment representing the fair market value of property which the NFE has purchased; and
- (e) the applicable laws of the NFE's jurisdiction of residence or the NFE's formation documents require that, upon the NFE's liquidation or dissolution, all of its assets be distributed to a Governmental Entity or other non-profit organization, or escheat to the government of the NFE's jurisdiction of residence or any political subdivision.

16. 消極非金融機構實體 Passive NFE

「消極非金融機構實體」係指非屬積極非金融機構實體者。

The term “Passive NFE” means any NFE that is not an Active NFE.

17. 具控制權之人 Controlling Person(s)

「具控制權之人」係指對實體具控制權之自然人，並按下列各款依序判定：

- 一、直接或間接持有實體之股份、資本或權益超過百分之二十五者。
- 二、透過其他方式對該實體行使控制權者。
- 三、該實體之高階管理人員。

於信託或其他法律安排，所稱具控制權之人指委託人、受託人、信託監察人、受益人、其他對該信託行使最終有效控制權之自然人，或具相當或類似地位之人。

The term “Controlling Persons” are the natural person(s) who exercise control over an entity.

- (1) directly or indirectly owns or controls more than 25% of ownership interest of the corporation
- (2) who exercises control of the Entity through other means.
- (3) who holds the position of senior managing official exercises ultimate control over the management of the entity.

In the case of a trust, the Controlling Person(s) are the settlor(s), the trustee(s), the protector(s), the beneficiary(ies) or any other natural person(s) exercising ultimate effective control over the trust or equivalent or similar positions.

18. 逕行申報之外國非金融實體 Direct Reporting NFFE

「逕行申報之外國非金融實體」係指實體選擇自行申報直接或間接之美國具控制權之人。

The term "A direct reporting NFFE" means a NFFE that elects to report information about its direct or indirect substantial U.S. owners to the IRS.

19. 應申報帳戶 Reportable Account

「應申報帳戶」係指由應申報國居住者或具控制權之人為應申報國居住者之消極非金融機構實體持有或共同持有。

The term "Reportable Account" means an account held by one or more Reportable Persons or by a Passive NFE with one or more Controlling Persons that is a Reportable Person.

20. 特定美國法人 Specified U.S. person

特定美國人 - 實體係指排除下列對象以外的美國實體

The term "Specified U.S. person" means any U.S. person other than the following

- (1) 股票在一或多個證券市場正常交易的任何公司，如§1.1472-1(c)(1)(i)所述；A corporation the stock of which is regularly traded on one or more established securities markets, as described in §1.1472-1(c)(1)(i)
- (2) 與§1.1472-1(c)(1)(i)所述之公司屬同一擴增關係企業集團的任何公司；Any corporation that is a member of the same expanded affiliated group as a corporation described in §1.1472-1(c)(1)(i)
- (3) 與§1.1472-1(c)(1)(i)所述之公司屬同一擴增關係企業集團的任何公司；Any corporation that is a member of the same expanded affiliated group as a corporation described in §1.1472-1(c)(1)(i)
- (4) 在第501(a)節下免稅的任何組織，或於第7701(a)(37)節所定義之個人退休計畫；Any organization exempt from taxation under section 501(a) or an individual retirement plan as defined in section 7701(a)(37)
- (5) 由美國或其完全持有的任何機構；The United States or any wholly owned agency or instrumentality thereof
- (6) 任何美國聯邦州、哥倫比亞特區、任何美國屬地、任何上述對象的任何政治分支機構，或由一個或多個上述對象完全持有的任何機構；Any State, the District of Columbia, any U.S. territory, any political subdivision of any of the foregoing, or any wholly owned agency or instrumentality of any one or more of the foregoing
- (7) 任何於第581節中所定義的銀行；Any bank as defined in section 581
- (8) 任何於第856節中所定義的不動產投資信託；Any real estate investment trust as defined in section 856
- (9) 任何於第851節所定義之受管轄的投資公司，或根據1940年投資公司法案15U.S.C. 80a-64)向證券管理委員會註冊之任何法人；Any regulated investment company as defined in section 851 or any entity registered with the Securities Exchange Commission under the Investment Company Act of 1940 15U.S.C. 80a-64)
- (10) 任何於第584(a)節中所定義的共同信託基金；Any common trust fund as defined in section 584(a)
- (11) 任何在第664(c)節下免稅的信託，或屬第4947(a)(1)節所述的任何信託；Any trust that is exempt from tax under section 664(c) or is described in section 4947(a)(1)
- (12) 任何依上述美國或各州法令規範註冊之證券、商品、或衍生性金融工具(包括名目本金契約、期貨、遠期契約、和選擇權)的自營商；A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any State
- (13) 經紀商；A broker
- (14) 在第403(b)節計畫或第457(g)節計畫下的任何免稅信託；Any tax exempt trust under a section 403(b) plan or section 457(g) plan.