



凱基銀行
KGI BANK

開戶總約定書 Account Opening Master Agreement

【版本：DM098 11411】



動動手指
一指立即翻閱
凱基銀行開戶
總約定書 GO!



目 錄

壹、一般約定條款.....	2
I. General Terms and Conditions	2
貳、新臺幣活期性存款約定條款.....	16
II. New Taiwan Dollar Demand Deposit Terms and Conditions.....	16
參、新臺幣定期性存款約定條款.....	17
III. New Taiwan Dollar Time Deposit Terms and Conditions	17
肆、新臺幣綜合存款約定條款.....	21
IV. New Taiwan Dollar Comprehensive Deposit Terms and Conditions.....	21
伍、外匯一般性約定.....	22
V. General Agreement on Foreign Currency Transactions.....	22
陸、外匯活期/定期性存款約定條款	22
VI. Foreign Currency Demand/Time Deposit Terms and Conditions.....	22
柒、外匯綜合存款約定條款	27
VII. Foreign Currency Comprehensive Deposit Terms and Conditions.....	27
捌、支票存款約定條款.....	29
VIII. Check Deposit Terms and Conditions	29
玖、委託辦理證券公司款項收付約定條款.....	35
IX. The terms and conditions for Payment/Receipt with securities companies	35
壹拾、聯名戶約定條款.....	36
X. Joint Account Terms and Conditions	36
壹拾壹、提款密碼約定條款.....	37
XI. Terms and conditions for the password applicable to cash withdrawal s.....	37
壹拾貳、金融卡約定條款.....	38
XII. ATM Card Terms and Conditions	38
壹拾參、電話/網路/行動銀行約定條款	46
XIII. Telephone/Internet/Mobile Banking Terms and Conditions.....	46
壹拾肆、電子對帳單約定條款.....	60
XIV. Electronic Balance Statement Terms and Conditions.....	60
壹拾伍、特定金錢信託投資國內外有價證券信託契約.....	61
XV. Agreement for specific money trust investment in local and foreign securities	61
壹拾陸、委託轉帳代繳各項費用約定事項.....	70
XVI. Agreement to authorize transfer from the account to make payments	70
壹拾柒、外幣設價服務約定條款.....	72
XVII. Terms and Conditions for Foreign Currency Price Setting Services:	72
附錄一、存匯業務手續費一覽表.....	77
Appendix I、Fee chart for deposit and remittance handling fee	77
附錄二、蒐集、處理及利用個人資料告知書.....	84
Appendix II、 Notice to collect, process and use personal information	84
附錄三、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.....	89
Appendix III、Description of U.S. Foreign Account Tax Compliance Act and Regulations Governing the Implementation of the Common Standard on Reporting and Due Diligence for Financial Institutions	89
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名詞解釋	90
Appendix IV、Definitions under U.S. Foreign Account Tax Compliance Act and Regulations Governing the Implementation of the Common Standard on Reporting and Due Diligence for Financial Institutions	90

凡立約人在凱基商業銀行各分行（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.

一、開戶條件及方式

立約人開立各項帳戶時，須依照「姓名條例」規定使用本名，如係公司、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，如本名、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，存款餘額則俟依法得領取者領取時，始為支付。

1. Condition and method for opening account

The Customer shall use its legal name according to the "Name Act" while opening 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 legal name, 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 announced 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，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, 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、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。

(五) 立約人同意於防制詐騙、防制洗錢等特定目的範圍內，貴行為轉出或轉入機構時得蒐集、處理或利用以下資料：

轉出機構：得蒐集、處理或利用「被約定轉入帳號」及其「被設定為約定轉入帳號之次數」、帳戶狀態(包括但不限於警示帳戶、衍生管制帳戶等)等個人資料

轉入機構：得蒐集、處理或利用其於貴行開立之「金融機構帳號」及該帳號被約定為轉入帳



號之次數、帳戶狀態(包括但不限於警示帳戶、衍生管制帳戶等)等個人資料，並同意於設定約定轉入帳號作業之範圍內，提供上開個人資料予就前揭帳號提出約定轉入帳號申請之金融機構。

立約人並同意財金資訊股份有限公司於辦理金融機構間之金融資訊交換目的範圍內，得蒐集、處理或利用上開個人資料。

- (六)立約人同意 貴行得於防制詐欺犯罪、洗錢防制等增進公共利益之特定目的範圍內，蒐集、處理或利用立約人身分資訊、帳戶狀態(包括但不限於警示帳戶、衍生管制帳戶、銷戶資訊等)或金融機構往來事項等個人資料，並將上揭個人資料，透過財金公司提供予其他金融機構、司法機關或司法警察機關。因此其他金融機構得於防制詐欺犯罪、洗錢防制等增進公共利益之特定目的範圍蒐集、處理、利用立約人個人資料。

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.
- (5) The Customer agrees that the Bank may, for the specific purpose of preventing fraud, anti-money laundering, among others, collect, process or use the following information when the Bank acts as the outward or inward transfer institution:
Outward transfer institution: The Bank may collect, process or use the personal information of "the agreed inward transfer account number" and "the number of times being set as the agreed inward transfer account number", and the account status (including but not limited to watch-listed account, derivative watch-listed account, etc.), among others.
Inward transfer institution: The Bank may collect, process or use the personal information of the "financial institution account number" opened with the Bank and the number of times such account number being set as agreed inward transfer account number, and account status (including but not limited to watch-listed account, derivative watch-listed account, etc.), among others, and the Customer agrees within the scope of the operation to set the agreed inward transfer account number, to provide the aforementioned personal information to the financial institution applying for setting the aforementioned account number as the agreed inward transfer account number.
The Customer further agreed that the Financial Information Service Co., Ltd. may, for the purpose of conducting financial information exchange among financial institutions, collect, process or use the aforementioned personal information.
- (6) The Customer hereby agrees that the Bank may, for specific purposes in the public interest—such as the prevention of fraud and anti-money laundering—collect, process, and use the Customer's personal data. Such data includes, but is not limited to, identity information, account status (including watch-listed accounts, derivative watch-listed accounts, and account closure information), and records of transactions with financial institutions. The Bank may also provide the aforementioned personal data, through the Financial Information Service Co., Ltd., to other financial institutions, judicial authorities, or judicial police officers. Accordingly, such other financial institutions may, within the same scope of public interest purposes as stated above, collect, process, and use the Customer's personal data.

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。貴行依據立約人與貴行約定之地址寄送相關文書而遭退件，貴行得改寄相關文書至立約人留存於貴行之戶籍地址，如寄送到戶籍地址後仍遭退件時，貴行得停止寄送，立約人絕不異議，然立約人要求貴行補提供相關文書時，貴行得以當時可行之方式及內容提供予立約人。

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 fails to notify the address change, the Bank would still use the address as specified by the Customer at the time of entering into this Agreement or the as lastly notified to the Bank. The Bank's notice will be deemed as legally delivered after the passage of normal mailing period upon issuance. In the event that the documents are returned, the Bank may send the related documents to the registered residential address based on the Bank's record, and if the documents are returned again, the Bank may stop sending them. The Customer may not object this approach.

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、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、轉帳之行爲具同等效力，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, 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、金融卡等借予他人使用，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，或帳戶開戶目的與使用情形不同時，貴行得逕自終止立約人使用金融卡、電話/網路/行動銀行業務等服務，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, ATM card 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, or the purpose of opening the account is found to differ from the actual usage, the Bank may terminate the services for the Customer to use ATM card, telephone/internet/mobile banking ... etc.. 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、加速條款

立約人與貴行往來期間，若有下列事由，與貴行成立之借款均得視為全部到期，不經貴行通知或催告，應即清償

(一)有任何一筆債務不依約清償本金

(二)依法聲請和解、破產、公司重整、更生、清算、前置協商或清理債務者

(三)經票據交換所宣告拒絕往來

(四)停止營業

(五)因死亡而其繼承人聲明為拋棄繼承

尚有任何一筆債務不依約付息，或受強制執行、假扣押、假處分或其他保全處分致貴行有不能受償之虞者，或違背、不履行貴行因有保全債權之必要，經契約具體約定之情事者，於貴行通知或催告後即視為全部到期，借款人應即清償。

25. Acceleration Clause

Where any of the following events occurs to the Customer during the transaction period between the Customer and the Bank, all the Customer's borrowing from the Bank may be deemed as due and shall be repaid immediately without notice or request by the Bank:

(1) The principal for any single debt is not repaid as agreed

(2) Petition for settlement, bankruptcy announcement, corporate reorganization, debt discharge, debt settlement, pre negotiation or debt clearance according to law

(3) Being declared as refused by the clearing house for correspondence

(4) Suspension of business

(5) Death and his/her heirs declare for waiver of inheritance

For any single debt, if the interest is not paid as agreed, or if being subject to the disposition of compulsory enforcement, attachment, injunction or other injunctive measures which results in the possibility that the Bank may not be repaid, or if violating or failing to perform any specific matters as agreed in the contracts that the Bank deems necessary to secure its credits, all the debts will be deemed as due upon notifying or requesting by the Bank and the Customer shall repay immediately.

廿六、申訴之管道

立約人得以下列任一管道向貴行反映意見：

(一)營業時間內得逕洽各營業單位；

(二)聯絡電話：02-2232-1296、0800-255-777；

(三)傳真號碼：02-8668-3353；

(四)聯絡 e-mail 信箱：call_center@kgi.com；

(五)貴行網站之「客戶留言」區。

26. Complaint Channel

The Customer may reflect comments to the Bank via any of the following channels:

(1) Contact any of the business units during business hours;

(2) Phone number: 02-2232-1296, 0800-255-777;

(3) Fax number: 02-8668-3355;

(4) email: call_center@kgi.com;

(5) the "customer message board" on the Bank's website.

廿七、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，以金融監督管理委員會之最新公告為準。

27. 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, shall be based on the latest announcement of the Financial Supervisory Commission.

廿八、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金融機構執行共同申報及盡職審查作業辦法(以下稱「CRS」)及美國外國帳戶稅收遵從法案(Foreign Account Tax Compliance Act, 以下稱「FATCA 法案」)、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，在適用情況下向中華民國稅務機關或美國國稅局執行申報及扣繳義務。
- (二) 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。
- (三) 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。
- (四) 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止辦理。
- (五) 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。

28. U.S.Foreign Account Tax Compliance Act and Regulations Governing the Implementation of the Common Standard on Reporting and Due Diligence for Financial Institutions

- (1) The Customer agrees to comply with and cooperate with the Bank to comply with the Regulations Governing the Implementation of the Common Standard on Reporting and Due Diligence for Financial Institutions (hereinafter referred to as the "CRS"), U.S. Foreign Account Tax Compliance Act (hereinafter referred to as the "FATCA"), 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 with the R.O.C. tax authority or the U.S. Internal Revenue Service in accordance with FATCA and FATCA regulations where applicable.
- (2) The Customer agrees that the Bank may use all trading information retained by the Bank, including the account number, account balance, total revenue of the account, trading details, etc., to handle recognition, reporting and relevant matters according to CRS, FATCA and compliance agreements.
- (3) 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 FATCA status and change of its identification information along with documents evidencing such change.
- (4) 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.
- (5) 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.

廿九、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：

基本資料：包括姓名及地址。

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。

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。

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。

投資資料：包括投資或出售投資之標的、金額及時間等資料。

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、凱基金融控股股份有限公司(下稱凱基金控)共同行銷資料保密措施(另揭露於凱基金控之網站)：

凱基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。

(一)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。

(二)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。

(三)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。

(四)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。

(五)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。

(六)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。

(七)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。

(八)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。
- (九)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。
- (十)您可以透過以下電話或電子郵件與本集團聯絡：
凱基金融控股股份有限公司電話：(02)2763-8800，電子郵件信箱：ir@kgi.com。
- (十一)凱基金融控股股份有限公司交互運用客戶資料之子公司名稱，另行揭露於凱基金控之網站。

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。

29. 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) KGI Financial Holding Co. Ltd. ("KGI Financial ") information security policies for joint promotion (also disclosed on the company website of KGI Financial):
KGI Financial 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:

KGI Financial phone number : (02)2763-8800 email : ir@kgi.com

k. KGI Financial 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.

三十、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。
- (三) 立約人與貴行建立各項業務關係前或經辨識為虛擬通貨及交易業務事業時，立約人應簽署「虛擬通貨平台及交易業務事業同意書」，並應遵循所屬業別之防制洗錢及打擊資恐相關規範。立約人如未簽署虛擬通貨平台及交易業務事業同意書或未遵循所屬業別之防制洗錢及打擊資恐相關規範，貴行除得婉拒建立新業務關係外，並得暫停提供一部或全部之服務或交易或終止與立約人間之契約。
- (四) 立約人與貴行建立各項業務關係前或經辨識為網路借貸平臺業務事業時，立約人應簽署「網路借貸平臺業務事業同意書」，並應遵循所屬業別之防制洗錢及打擊資恐相關規範。立約人如未簽署網路借貸平臺業務事業同意書或未遵循所屬業別之防制洗錢及打擊資恐相關規範，貴行除得婉拒建立新業務關係外，並得暫停提供一部或全部之服務或交易或終止與立約人間之契約。



30.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.
- (3) Before the Customer establishes business relationships with the Bank or if the Customer is identified as an enterprise conducting virtual currency and transaction business, the Customer shall sign the Consent Letter for Enterprises Handling Virtual Currency Platform and Transaction Business and comply with relevant anti-money laundering and anti-terrorism financing regulations applicable to the Customer's industry. If the Customer does not sign the Consent Letter for Enterprises-Handling Virtual Currency Platform and Transaction Business or fails to comply with relevant anti-money laundering and anti-terrorism financing regulations applicable to the Customer's industry, the Bank may refuse to establish new business relationships, as well as temporarily cease providing a part or all the services or transactions or terminate the contracts between the Customer and the Bank.
- (4) Before the Customer establishes business relationships with the Bank or if the Customer is identified as an Online Peer-to-Peer Lending Platform Operator, the Customer shall sign the Consent Letter for Online Peer-to-Peer Lending Platform Operator and comply with relevant anti-money laundering and anti-terrorism financing regulations applicable to the Customer's industry. If the Customer does not sign the Consent Letter for Online Lending Platform Operator or fails to comply with relevant anti-money laundering and anti-terrorism financing regulations applicable to the Customer's industry, the Bank may refuse to establish new business relationships, as well as temporarily cease providing a part or all the services or transactions or terminate the contracts between the Customer and the Bank.

三十一、薪資轉帳活儲帳戶條款

- (一) 立約人於貴行開立薪資轉帳活期儲蓄存款帳戶(簡稱本帳戶)時,同意貴行提供本帳戶帳號及相關必要資料予立約人服務機構(公司)作為薪轉戶撥薪使用或同意貴行依據立約人服務機構(公司)提供撥薪明細,得將立約人於貴行開立一般活儲帳戶轉為薪轉活儲帳戶。
- (二) 本帳戶每月於 ATM 跨行提款及自動化通路跨行轉帳交易免收手續費優惠次數將依立約人服務機構(公司)與貴行約定之內容辦理。
- (三) 本帳戶若連續三個月未有撥薪紀錄,貴行得視為客戶已離職,客戶同意貴行得將其薪轉活儲帳戶轉為一般活儲帳戶,且不再享有本行所提供之薪轉活儲帳戶相關優惠。

31. Articles related to payroll accounts

- (1) Upon the opening of a payroll account with the Bank, the Customer agrees to authorize the Bank to, for the purposes of the employer' paying employees' salaries, provide this payroll accounts number and necessary information with the employer. The customer also agrees that the Bank may, for the aforementioned purposes, change the general deposit account into payroll account in accordance with the employer' payroll instruction.
- (2) The terms of monthly free of service charge for the ATM withdrawal and the automatic services are subject to the agreement by and among the Customer's employer and the Bank.
- (3) In the event that there is no record of payroll disbursement for 3 consecutive months, the Bank will regard the Customer has resigned from this company. The Customer agrees that the Bank may change the payroll account to a general account and terminates all the related discounts as a result.

三十二、所稱「帳務劃分時點」原則為每日晚上 10 點,惟實際劃分時點仍依貴行系統執行時間為準,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。

32. The so-called "Account settlement point" is referring to 10 p.m. every night in principle, provided that the actual Account settlement point is still based on the execution time of the Bank's system. 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.

三十三、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。

33. 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.

三十四、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。

34. 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.

三十五、久未往來帳戶

立約人開立所有的新臺幣/外幣活期(儲蓄)存款帳戶，一年以上無存提紀錄且餘額未達貴行規定之起息金額，貴行得逕行暫停該同戶所有帳戶交易。立約人如欲恢復使用，應持身分證正本至貴行櫃台或經貴行同意之其他方式辦理，如為公司行號，應持負責人身分證及公司登記證明辦理。

35. Dormant Account

Where all the New Taiwan Dollar/foreign currency demand (savings) deposit accounts opened by the Customer have no deposit or withdrawal records for one year or more and the balance is below the interest calculation threshold specified by the Bank, the Bank may directly suspend all the transactions of the accounts of the same Customer. To resume the use, the Customer shall provide the original ID at the counter of the Bank or handle by other means agreed upon by the Bank. For corporations or firms, the ID of the responsible person and company registration certificates shall be provided.

三十六、存摺濃縮

立約人同意未補登摺次數累計達 100 筆時，系統將自動整併為一筆交易明細。立約人如需存款帳戶詳細交易明細，應憑原留印鑑及其他與貴行約定方式，至貴行任一分行申請。未登摺交易筆數累計達 100 筆之約定筆數，銀行可因應務需求逕行調整，且銀行系統將濃縮整併為一筆交易。

36 Passbook Consolidation

The Customer agrees that when the number of unrecorded passbook entries reaches a cumulative total of 100 entries, the system will automatically consolidate such entries into a single transaction record. If the Customer requires detailed transaction records of the deposit account, the Customer shall apply at any branch of the Bank with the original specimen seal and in accordance with other procedures as agreed with the Bank.

The agreed threshold of 100 unrecorded transactions may be unilaterally adjusted by the Bank for operational needs, and the Bank's system will automatically consolidate such entries into a single transaction record.

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(含定期存款及定期儲蓄存款)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 Time Deposit Terms and Conditions shall prevail for the matter in connection with the time deposit (including time deposit and time saving 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, 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

種類	最低存入額
定期存款	本金一次存入新臺幣壹萬元以上
存本取息儲蓄存款	本金一次存入新臺幣壹萬元以上
整存整付儲蓄存款	本金一次存入新臺幣壹萬元以上
特種整存整付儲蓄存款	本金一次存入新臺幣壹萬元以上

3. The minimum deposit amount for time deposit

Type	Minimum Deposit Amount
time deposit	Principle amount of NTD 10,000 or more
interest withdrawal on a principal deposited	Principle amount of NTD 10,000 or more
lump-sum deposit & withdrawing	Principle amount of NTD 10,000 or more
special lump-sum deposit & withdrawing	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、貴行自 106 年 4 月 1 日(含)起已停止受理零存整付儲蓄存款服務。立約人於 106 年 4 月 1 日以前與貴行約定之零存整付儲蓄存款服務仍持續有效至約定到期日，惟扣款方式採約定帳戶自動扣繳，如扣款失敗則將於每月繳款日進行複扣作業。

5. The Bank has stopped the service of annuity savings deposit as of April 1, 2017 (inclusive). The annuity savings deposit service agreement prior to this date will still be effective until the expiration date as agreed. However, the fee deduction will be done automatically from the designated account. If the deduction process fails, the Bank will repeat the deduction on the paying day of each month.

六、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。

6. 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.

七、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。

7. The Customer shall not transfer or pledge the time deposit to the third party unless the consent is granted by the Bank.

八、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。

8. 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.

九、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。

9. 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.

十、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。

10. 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.

十一、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。

11. 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.

十二、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。

12. 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.

十三、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。

13. 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.

十四、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。

14. 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.

十五、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。

15. 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.

十六、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。

16. 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.

十七、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。

17. 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.

十八、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。

18. 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.

十九、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。

19. 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（儲蓄）存款（以下簡稱活存）、定期（儲蓄）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。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。
1. The bank book of NTD comprehensive deposit covers demand (savings) deposits (hereinafter referred to as demand deposit), time (savings) 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. To convert the demand deposit into a time deposit under this NTD comprehensive deposit, the Customer is exempt from producing the original seal. The early termination of the time deposit under this NTD comprehensive deposit shall be handled by the Customer producing the original seal at the counter or by any other agreed methods.
- 二、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。
2. 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.
- 三、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。
3. 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.
- 四、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。
4. 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.
- 五、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。
5. 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.
- 六、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。
6. 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.
- 七、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。
7. 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.
- 八、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，由貴行逕行自活存帳上扣抵。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。

8. 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.
- 九、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。
9. 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、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。
10. 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.
- 十一、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。
11. 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、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 0/三六五即得每日利息額，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 0 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

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 9 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	起息金額 Minimum Deposit Amount on which the interest will accrue	幣別 Currency	起息金額 Minimum Deposit Amount on which the interest will accrue
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.

Each board rate in the preceding paragraph shall be subject to the rate posted at the depositing date, provided that for the Customer terminates the time deposit within one month 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.

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.

- 十二、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)。

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%)

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)

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，不得超過該提供設定質存之到期日，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。
基本資料及印鑑上資料如有變更，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。

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) When upon opening the check deposit account, the Customer is required to complete the basic information, fill in and submit to the Bank the stamp specimen and the instrument receipt certificate. The Bank, subject to making inquiries with the Taiwan Clearing House as to the credit history of the Customer, will deliver the blank checkbook to the Customer upon ratification.

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

Where the Customer is a juristic 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）票簿應繳付之工本費，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，非經貴行收受款項以前，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 ,if the Customer submit a check stamped with the original seal and detailing the particulars required by 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/債券交易/外資(FINI)保管之應收、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/bond trading/FINI custody, 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之金融卡、電話及各類自動化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 of the ATM card of the Bank, phone banking and any automatic 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、明文文件及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、金融卡約定條款

XII. ATM Card Terms and Conditions

【一般約定】

【General Terms】

一、金融卡領取、啟用及作廢

立約人如領取金融卡及辦理啟用登錄手續者，應親持身分證明文件及原留印鑑至貴行辦理。立約人因特殊情況無法親自領取時，得委任或授權第三人代辦領取或申請以郵寄方式或委請貴行行員代立約人處理委託領取，若因委任或授權第三人代辦領取而發生其他任何損失概由立約人負責，概與貴行無涉。立約人自金融卡製妥後起算逾四個月未領取或已寄發未啟用者，貴行得將金融卡逕行作廢。立約人應依重新申請新卡手續辦理，前述期間貴行得視需要隨時調整。

1. The receipt, activation and invalidation of the ATM card

The Customer shall personally bring the identification documents and registered seal to the Bank to receive the ATM card, and process the activation procedure. In the event the Customer can not personally receive the ATM card due to special circumstance, it may engage or authorized third party to receive the same on its behalf or apply for postal delivery or authorize the clerk of the Bank to process the authorized receipt on behalf of the Customer, any other loss incurred as a result of the proxy to third party shall be responsible solely by the Customer.

The ATM card may be directly deactivated by the Bank if the Customer does not come to retrieve or activate it within four months following the ATM card is produced, in which the Customer shall process in accordance with the procedures of re-application for new ATM card. The foregoing period can be adjusted by the Bank from time to time depending on the actual needs.

二、密碼變更

立約人之金融卡應與密碼妥慎分開保管，得利用自動化服務設備或其他設備自行更改密碼，其次數不受限制且應自行牢記密碼並妥善保管使用，如有遺失、出借、轉讓或質押者，立約人應自負其責；立約人為法人戶時，金融卡應由負責人自行使用，如因業務上需要，而轉交他人使用以致發生任何糾葛或損失，概由立約人自負授權責任，不得否認任何交易之有效性。

2. Password change

The Customer shall keep the ATM card and password in separate places carefully and may freely use ATM machines or other devices to change the password with unlimited times, and shall keep and remember carefully for use. The Customer will be responsible for any loss, lending, transfer or pledge. If the Customer is a corporate client, the ATM card should be handed over to the responsible person. The Customer is solely responsible for any dispute or loss incurred as a result of handing over the passcode to others for business needs and may not deny the effectiveness of any transaction under this circumstance.

三、存款金額之限制

申請人使用貴行金融卡在貴行或他行自動服務設備存入金融卡約定轉出帳號，存入金額不受限制；存入前開以外之帳戶，以主管機關規範金融卡非約定轉帳之金額為上限。

3. Restriction on the deposited amount

When the Customer uses the ATM card to make cash deposit into another person's account (which is not designated by the Customer for outward transfer) via the automated teller machine of the Bank or another Bank, the amount of deposit is subject to the limit allowed for non-designated ATM transfer set by competent authorities. There is no limit on the amount of cash deposited into Customer's own accounts (other than the above mentioned) using the ATM card.

四、自行提款及轉帳金額之限制

立約人使用金融卡在貴行自動服務設備提款時，其上限如下：

(一)每次最高限額為新臺幣（以下同）10 萬元。



(二)每日最高限額為 15 萬元。

立約人在櫃員機或端末機進行轉帳業務之轉入帳戶應事先與貴行約定，若先前已與貴行約定晶片金融卡之約定轉入帳戶，將於立約人申請或補發金融卡之時，一併適用已約定之約定轉入帳戶。立約人於約定帳戶轉帳時，其上限如下：

(一)每次最高限額為 200 萬元。

(二)每日最高限額為 300 萬元。

立約人於非約定帳戶轉帳時，其上限如下：

(一)每次最高限額為 3 萬元。

(二)每日最高限額為 3 萬元。

自行及跨行提款及轉帳交易之每日最高限額分開計算。

立約人使用金融卡在櫃員機或端末機進行轉帳業務而轉入立約人在貴行開立同戶名之台幣存款帳戶(包含活期性存款及支票存款帳戶)時，立約人同意貴行自動預設為約定轉入帳戶，並以開戶申請書、往來業務項目申請(變更)書或以此服務條款為約定之書面證明，且不受約定轉帳上限金額之限制。

4. Limitation for the withdrawal and transfer in person

The ceilings for the Customer's withdrawal of funds via ATM card at the automatic service facility of the Bank are as follows:

(1) NTD 100,000 per time

(2) NTD 150,000 per day

The Customer shall agree with Bank in advance on the specified account transfer to process the transfer transactions at the ATM or terminal. Where the Customer has previously agreed with the Bank on the specified inward transfer account of the Chip ATM card, the agreed specified inward transfer account will also be applicable upon the Customer applying for the new or re-issued ATM card. The ceilings for the specified account transfer by the Customer are as follows:

(1) NTD 2,000,000 per time

(2) NTD 3,000,000 per day

The ceilings for the non-specified account transfer are as follows:

(1) NTD 30,000 per time

(2) NTD 30,000 per day

The cash withdrawal (interbank or cross bank) will be calculated separately from the daily limit of account transfer transaction.

When the Customer uses the ATM card on ATM machines for transferring funds to the NTD account opened in the same name with the Bank (including demand deposit and check deposit account), the Customer agrees the Bank to default the account as the designated inward transfer account while using the Account Opening application form for business (change services) or this service agreement as the written proof of designation, without being subject to the cap amount of designated transfers.

五、跨行提款及轉帳金額之限制

立約人使用金融卡在參加金融資訊系統跨行連線金融單位設置之自動化服務設備提款時，其上限如下：

(一)每次最高限額為新臺幣 2 萬元。

(二)每日最高限額為新臺幣 15 萬元。

立約人透過貴行行動銀行申請並使用跨行無卡提款服務取代金融卡時，其提款上限如下：

(一)每次最高限額為新臺幣 2 萬元。

(二)每日最高限額為新臺幣 3 萬元。

(三)每月最高限額為新臺幣 20 萬元。

立約人使用金融卡提款與跨行無卡提款之限額應合併計算。

立約人在櫃員機或端末機進行轉帳業務之轉入帳戶應事先與貴行約定，若先前已與貴行約定晶片金融卡之約定轉入帳戶，將於立約人申請或補發金融卡之時，一併適用已約定之約定轉入帳戶。立約人於約定帳戶轉帳時，其上限如下：

(一)每次最高限額為新臺幣 200 萬元。

(二)每日最高限額為新臺幣 300 萬元。

立約人執行非約定帳戶轉帳前應事先與貴行約定，其上限如下：

(一)每次最高限額為新臺幣 3 萬元。

(二)每日最高限額為新臺幣 3 萬元。

自行及跨行提款及轉帳交易之每日最高限額分開計算。

5. Limitation for the inter-bank fund withdrawal and transfer

The ceilings for the Customer's withdrawal of funds via ATM card at the automatic service facility established by the financial unit which participates in the inter-bank connection of the financial information system are as follows:

(1) NTD 20,000 per time

(2) NTD 150,000 per day

The ceilings for the Customer's withdrawal of funds by applying for (through mobile banking service with the Bank) and using "no-card withdrawal" service of other banks instead of using ATM card:



- (1) NTD 20,000 per time
- (2) NTD 30,000 per day
- (3) NTD 200,000 per month

The ceilings for Customer's withdrawal of funds via ATM card and using "no-card withdrawal" service of other banks shall be calculated aggregately.

The Customer may agree with Bank in advance on the specified account transfer to process the transfer transactions at the ATM or terminal. Where the Customer has previously agreed with the Bank on the specified inward transfer account of the Chip ATM card, the agreed specified inward transfer account will also be applicable upon the Customer applying for the new or re-issued ATM card. The ceilings for the specified account transfer by the Customer are as follows:

- (1) NTD 2,000,000 per time
- (2) NTD 3,000,000 per day

The Customer shall agree with the Bank in advance to execute the non-specified account transfer, and the ceilings are as follows:

- (1) NTD 30,000 per time
- (2) NTD 30,000 per day

The cash withdrawal and transfer transaction (interbank or cross bank) will be calculated separately from the daily limit of account transfer

六、繳交公用事業費用(水、電、瓦斯)、國公營事業機構費用(稅款、交通事業費用)及由事業機構委託金融機構代收款項之費用(如學費、電信費用、信用卡費用、保險費、證券款項及網路購物)等轉帳繳費(稅)，毋須事先申請約定，且不受非約定帳戶單日轉帳上限新臺幣3萬元之限制。繳費及繳稅每日最高限額合併計算為200萬元。

6. The transfers for certain payments, such as the fees charged by the public enterprises for public facilities (e.g. water, electricity, gas), fees charged by the national/public enterprises/institutions (e.g. tax, transportation expenses) and the fees arising from the engagement with the financial institutions to collect on behalf of the entity (i.e. tuition, telecommunication fee, credit card bill, insurance premium, securities fund and online shopping payment) need not be pre-agreed and are not subject to the daily cap limit of NTD 30,000 for non-designated account transfers. The daily cap limit for fee and tax payment is NTD 2,000,000.

七、存摺補登

立約人使用金融卡為取款或轉帳交易，未登摺交易應洽貴行補登存摺，惟仍可繼續使用金融卡為取款或轉帳交易。

使用金融卡提款、轉帳或消費扣款時，其紀錄在未經補登存摺或因電腦故障、斷線等情事，致存摺結餘金額與貴行帳上餘額不符時，概以貴行帳載餘額為準。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，確為貴行記載數額或結存餘額有錯誤時，貴行應更正之。如立約人因使用自動化服務設備產生異常交易未完成取款，需俟貴行查明事實後再予付款。

7. Update of the bank book

The Customer shall contact with the Bank to update the bank book for the fund withdrawals or transfer transactions made by the Customer via ATM card provided that the fund withdrawal or the transfer transaction can still be processed via ATM card.

The balance on the Bank's statement should be the basis in case of a computer issue or power failure leads to inconsistent record on the passbook and on the accounting book of the Bank when Customers utilize debit card to withdraw, transfer or deduct amount from their deposit accounts for spending. However, when the gap has been verified by the Bank and the Customer, the Bank should make correction. In the event that the Customer cannot withdraw cash as a result of dysfunction of the ATM machines, the Bank is required to investigate the facts before making payment.

八、提款、轉帳限額、次數之調整及其揭示

前四條所定之金額及次數，貴行得視實際需要隨時調整，貴行應於調整三十日前，以顯著方式於營業處所及貴行網站公開揭示之。

8. Adjustment and disclosure of limitation and number restriction on the fund withdrawal and transfer

The Bank may adjust the amount or the times stipulated in the preceding four Articles at any time depending on the actual needs and the Bank shall announce the adjustment no later than thirty days prior to the effective date at its business premise and website by an eye-catching method.

九、轉出及轉入帳號約定

(一) 立約人得與貴行約定至多八組轉出帳號(限立約人在貴行開立之活期性存款帳號，不含支票存款帳號)並儲存於金融卡晶片上，約定多組轉出帳號時，以第一組轉出帳號(即卡片之存款帳號)為主帳號暨國際提款帳號。使用『約定帳戶』轉帳者，轉入帳戶需以書面申請，立約人並得與貴行約定之轉入帳號至多可選擇八組寫入晶片，俾便於自動櫃員機畫面直接選擇交易之帳號。立約人同意約定轉出之所有帳號均共用相同之約定轉入帳號及本人在貴行開立同戶名之台幣存款帳戶(包含活期性存款及支票存款帳戶)作為約定轉入帳戶，並以開戶申請書、往來業務項目申請(變更)書或以此服務條款為約定之書面證明。

立約人使用晶片金融卡之晶片進行提款、轉帳、繳費稅、購貨消費、或餘額查詢等交易時，可就其已向貴行申請之全部約定轉出帳號中自行選擇轉出帳號並使用該轉出帳號。

(二) 若立約人之新約定轉入帳戶係本人於貴行之同戶名帳戶者，該新約定帳戶於申辦當日生效。



9. The agreement on outward-transfer and inward transfer account number

- (1) The Customer may designate up to eight outward-transfer accounts to the Bank (limits to the demand deposit account opened by Customer with the Bank and excluding the check deposit account), which will be stored in Customer's ATM card. Where multiple outward transfer accounts are designated, the account number of the first outward account number (i.e. the deposit account number of the ATM card) will be the main account number and the international withdrawal number. For customers who use "designated accounts" to transfer, written application is required for the inward transfer account, with up to eight inward accounts to be stored in the chip of the ATM card so that the screen of the ATM may directly display those account numbers for Customer's use for transactions. The Customer agrees to use the same inward transfer account for all outward-transfer accounts and the NTD deposit account opened in the same name with the Bank (including demand deposit and check deposit account) shall be the designated inward transfer account, and use the Application of Account Opening, Application of Business Items (change services) and this service agreement as the written proof of designation. The Customer may choose and use the outward account number from all of the stipulated outward account numbers applied with the Bank, while it conducts the transactions, such as the fund withdrawal, transfer, fee payment, goods consumption, or the balance inquiry via the chip of the ATM card.
- (2) If the Customer's newly agreed inward transfer account is an account with the same account name currently opened with the Bank, the newly agreed account will become effective on the date of application.

十、立約人轉帳錯誤，貴行協助事項

立約人使用金融卡辦理轉帳交易，應仔細檢核入戶之金融機構代號、帳號與金額，倘因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，一經立約人得通知貴行，貴行應即辦理以下事項：

- (一) 依據相關法令提供該筆交易之明細及相關資料。
- (二) 協助通知轉入行處理。
- (三) 回報處理情形。

10. The Bank's assistance in the wrong transfer by the Customer

The Customer shall carefully check the financial institution code, account number of the receipt account and the transferred amount when using the ATM card to process the transfer transactions. In the event of any error due to Customer's application or operation on the financial institution code, receipt account number or the amount resulting the funds are wrongly transferred to other's account or wrongly in the amount, the Bank shall immediately process the following step upon the notification by the Customer to the Bank:

- (1) Provide the details and the relevant information of such transaction in accordance with the relevant regulations.
- (2) Assist in notifying the bank of receipt account.
- (3) Report the processed situation.

十一、自行或跨行交易之行為效力

立約人使用金融卡存、提款、轉帳、相關約定之申請或消費扣款(含沖正、退費、預先授權、授權完成、預付款項之現金儲值或企業儲值等交易)時，金融卡如同存摺，自動化服務設備（以下簡稱櫃員機）或其他設備(例如：銷售點端末設備、公用資訊服務站、視訊轉換器、網際網路、行動電話、個人數位助理等支援卡共用系統之端末設備，以下簡稱端末機)印發之交易紀錄如同存、提款、轉帳憑證及約定書，密碼之使用如同原留印鑑之使用；所有以金融卡交易之案件，均視為立約人自行交易行為，與憑存摺及填具存、取款及轉帳憑證加蓋原留印鑑之行為，具同等效力。

11. The effectiveness of intra-bank or the inter-bank transaction

When the Customer uses the ATM card to deposit/withdraw the funds, transfer, make relevant stipulated application or make deduction for the consumption (including settlement, refund, pre-authorization, completion of authorization, cash prepayment with or enterprise prepayment), the ATM card will be deemed as the bank book, and transaction record printed by the automatic service facility ("ATM") or other facilities (i.e. the terminal sharing the system of supporting card, such as sales end facility, public information service station, video transformer, internet, mobile phone, personal digital assistant) ("terminal") will be deemed as the certificate for the deposit, withdrawal or account transfer and the agreement, and use of the password will be deemed as the specimen seals being used. All the transactions made via the ATM card will be deemed as the transactions made by the Customer in person, which have the same effect as the Customer makes the transaction with the bank book, fill-in deposit/withdrawal slip and the specimen seal.

十二、交易時點之認定

超逾帳務劃分點暨非營業日之交易，均歸屬次一營業日之帳務處理。交易是否係逾時交易，以貴行接獲檔案或資料之時間為準。

12. The transaction point

The transaction made after the Accounting settlement point and those made on non-business days will be processed on the next business day. Whether transaction is considered as the transaction after the settlement point will be based on the time that the Bank receives the file or data.

十三、契約終止或暫停提供金融卡功能

立約人得隨時終止本契約，但應親自或以書面或以書面委託代理人至貴行辦理。

如有下列情事之一者，貴行得隨時終止本契約或暫時停止提供金融卡之功能：

- (一) 金融卡遭偽、變造或作為洗錢、詐欺等不法之用途。
- (二) 立約人之帳戶經依法令規定列為暫停給付、警示或衍生管制帳戶。
- (三) 立約人違反法令規定、損及貴行權益或有其他不法行為。
- (四) 金融卡有第三人不當持有使用之虞或貴行接獲信用卡國際組織、其他發卡或收單機構風險通報時。



另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金融卡，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。

13. Termination of the agreement or suspension of ATM card

The Customer may terminate this Agreement at any time, provided that the Customer shall do so in person or authorize an agent in writing to do so in the Bank.

The Bank may terminate this Agreement at any time or suspend ATM card if:

- (1) the ATM card is forged, counterfeited or used for money-laundering, fraud or other illegal activities.
- (2) the account of Customer is categorized as the payment-suspension account, warning account or controlled account in accordance with laws.
- (3) the Customer violates laws and damages the Bank's interests or the Customer takes any illegal acts.
- (4) When the debit card is kept by a third party illegally or when the Bank receives notification from International credit card organization,, other card issuers or collection agents

In addition, the Bank may terminate the use of ATM card by the Customer, terminate this Agreement and close the account upon its receipt of third party's written complaint enclosing the evidence of reporting or records made to/by public security agencies.

The balance of the deposit(s) may be paid until the legal receiver tends to withdraw the balance.

十四、密碼使用錯誤次數及卡片留置、鎖卡之處理

立約人憑金融卡提存款、查詢存款餘額、轉帳或消費扣款，如輸入密碼連續錯誤達三次時，櫃員機或端末機將自動鎖卡，但不留置卡片，立約人應洽貴行處理，或忘記取回金融卡而被貴行櫃員機留置，或使用已掛失之金融卡進行交易等情形，櫃員機即留置金融卡，除雙方另有約定外，立約人應親持身分證明文件及原留印鑑分別依下列方式辦理：

- (一)金融卡遭鎖卡時，得至原開戶行或貴行指定處所辦理解鎖。
- (二)金融卡遭留置時，應自留置之次日起算 14 個營業日內至原開戶行或貴行指定處所取回或換發新卡，逾期未取回，貴行得將金融卡註銷。

14. Error passwords, possession and lock of cards

The Customer may use ATM card to withdraw/deposit cash, inquire deposit balance, wire transfer or make deduction for consumptions. The ATMs or terminals will be automatically locked the ATM card, but the physical card will not been kept by ATMs or terminals, if erroneous passwords are entered for consecutive three times and the Customer shall contact the Bank under this circumstance. If the Customer forgets to retrieve an ATM card or an invalid ATM card is used for transactions, the ATMs will keep such card. In such case, the Customer shall, unless otherwise agreed, have identification documents and the specimen seal to the Bank and take the following respective action in person:

- (1) the Customer may unlock the locked ATM card at the branch where the Customer opened the account or such place as designated by the Bank.
- (2) the Customer may, at the branch where the Customer opened the account or such place as designated by the Bank, retrieve an ATM card or replace it with a new one within fourteen business days from the day following the date on which the ATMs keeps such card. The Bank may cancel the ATM card kept by it if the Customer fails to retrieve it within this period.

十五、費用計收、調整及揭示

立約人使用金融卡所為各項交易或服務所生之工本費如下：

(一)交易手續費類：

- 1.國內跨行提款:每筆為 5 元。
- 2.國內跨行轉帳:
 - (1).轉出帳號為個人戶：
 - A、金額為 500 元以下：每一轉出帳號每日免收一次；逾一次者每筆為 10 元。
 - B、新臺幣為 501-1,000(含)者元，每筆為 10 元。
 - C、新臺幣 1,001 元以上者：，每筆為 15 元。
 - (2).轉出帳號為非個人戶：每筆為 15 元

(二)服務費用類：

- 1.卡片解鎖:免費。
- 2.補/換發新卡:每次為 100 元。

前項費用雙方同意自立約人帳戶扣繳或其他約定方式扣繳。

第一項費用應以顯著方式於營業場所及貴行網站公開揭示。

如有調整，貴行應於生效日至少 60 日前以顯著方式公開揭示於營業場所及登載於貴行網站，或以書面通知立約人（但調整有利於立約人者不在此限）。

第一項第二款之服務費用，非經貴行證明卡片須解鎖或補、換發係因可歸責於立約人之事由所致者，不得收取之。申請人因卡片須解鎖或補、換發，而發生損害者，貴行應負賠償責任，但貴行證明其就卡片須解鎖或補、換發係不可歸責者，不在此限。

15. Collection, adjustment and disclosure of service fee

Fees for ATM transactions or services are as follows:

(1) Transaction fee:

- a. Domestic interbank withdrawal in Taiwan: NTD5 for each withdrawal
- b. Domestic interbank funds transfer:
 - (a). Outward transfer account is personal account:
 - (i) If the transferring amount is NTD500 or below: the Bank will waive the transaction fee of first transfer each day. An NTD 10 fee will be charged for each of additional transfers.
 - (ii) If the transferring amount is between NTD501 and NTD1000 (inclusive): an NTD10 fee will be charged for each



transfer.

(iii) If the transferring amount is NTD 1001 and above: an NTD15 fee will be charged for each transfer.

(b). Outward transfer account is non- personal account: NTD15 for each transfer.

(2) Service fee:

a. Unlocking card: No charge

b. Re-issuing / replacing with a new ATM card: NTD100 for each re-issuing/replacing

The Customer and the Bank agree to deduct the fee in the preceding paragraph from the Customer's account or settle by other agreed ways.

The fee set out in the paragraph 1 shall be published at the Bank's premises and websites by an eye-catching method. In case of adjustment, the Bank should promulgate it in branches and publish it on the company website at least 60 days prior to the effective date, or notify the Customer in writing (it is not applicable to the adjustment in favor of the Customer)

The service fee in the sub-paragraph (2), paragraph 1 cannot be collected unless the Bank proves that the card must be unlocked, re-issued or replaced due to causes attributable to the Customer. The Bank shall be liable for the damages suffered by the Customer due to unlocking, re-issuing or replacing a card unless the Bank may prove that unlocking, re-issuing or replacing the card is not attributable to the Bank.

十六、金融卡遺失、滅失、被竊或其他喪失占有

立約人應妥善保管金融卡，如有遺失、滅失、被竊或其他喪失占有等情形時，應立即通知貴行，並在營業時間內，親持身分證明文件及原留印鑑向貴行或以其他貴行認可之方式，辦理掛失止付手續。

前項約定方式，應以存款人安全、便利方式辦理。

未辦理掛失手續前而遭冒用，貴行已經付款者，視為對立約人已為給付。但貴行或其他自動化服務設備所屬金融機構對資訊系統之控管有未盡善良管理人注意義務，或有其他可歸責之事由，致立約人密碼被冒用或盜用者，仍應由貴行負責。

16. Loss, destruction or theft of ATM card or loss of possession

The Customer shall carefully keep the ATM card. Any loss, destruction, theft of ATM card or loss of possession thereof shall be notified by the Customer to the Bank immediately. The Customer shall prepare identification documents and the specimen seal or take actions as approved by the Bank and apply in person with the Bank for loss of ATM card and cessation of payment within business hours.

The agreed approach in the preceding paragraph shall be safe and convenient to the Customer.

When an ATM card is used by any unauthorized person before completion of relevant card loss procedures and the Bank has made the payment, it shall be deemed that the Bank make payments to the Customer. However, the Bank shall be liable for the unauthorized use or theft of passwords of the Customer by any third parties if the Bank or financial institutions which owns the automatic service facilities fails to perform its duty as a good administrator to supervise and control the information technology system or due to other circumstances contributable to the Bank.

十七、出借、轉讓或質押之禁止

金融卡不得轉讓或質借予他人或由他人占有，立約人為法人戶時，金融卡應由負責人自行使用，如因業務上需要，轉交他人使用時，如因而發生任何糾葛或損失，概由立約人自行負責。

17. Ban on lending, transfer or pledge

The ATM card shall neither be transferred, pledged or lent to others nor be possessed by others. If the Customer is a legal entity, the ATM card shall be used by its responsible person. If the ATM card is used by a third party due to business requirements, it shall be the Customer's sole responsibility for any disputes or damages arising therefrom.

十八、複製或改製之禁止

立約人不得有複製或改製金融卡之行為。立約人如有偽造或變造貴行金融卡之行為，一經發現，貴行得報請有關機關追究其偽造、變造或行使之刑責，並得請求立約人賠償貴行因而招致之損失。立約人如有金融卡毀損不堪使用或不再繼續使用金融卡等情形之一時，均應向貴行申請註銷金融卡，否則因此而發生糾葛或損失，概由立約人自行負責。

18. Ban on duplication or alternation

The Customer shall not duplicate or alter the ATM card. The Bank may request relevant agencies to pursue the criminal liabilities of the Customer for any forgery or counterfeit of the ATM card of the Bank. The Bank may demand the Customer to compensate for losses incurred by the Bank therefrom. If the Customer's debit card is too old to be used or he/she discontinues use of the debit card, the Customer should apply for cancellation from the Bank. Otherwise the Customer shall be liable for any dispute or loss as a result.

十九、個人資料之使用

立約人因使用金融卡提款、轉帳、通匯、繳稅、繳費、消費扣款、金融帳戶查詢等跨行業務之服務，同意貴行、該筆金融卡交易往來之金融機構、財團法人金融聯合徵信中心、財金資訊股份有限公司及其他經金融監督管理委員會、農業金融主管機關許可設立或營業之機構，在完成上述跨行業務服務之目的內，得依法令規定蒐集、處理、國際傳遞及利用其個人資料。貴行非經立約人同意或依其他法令規定，不得將其個人資料提供予上述機構以外之第三人利用。

19. Utilization of personal data

Due to the use of ATM card for withdrawal, transfer, remittance, tax payment, fee payment, consumption, bank account inquiry and other interbank services, the Customer agrees that the Bank, the financial institution of a particular transactions executed with the ATM card, the Joint Credit Investigation Center, the Financial Information Service Co., Ltd. and other institutions approved by the Financial Supervisory Commission, Executive Yuan or competent authority in charge of agricultural financing may within the aforesaid interbank business scope collect, process, transmit internationally and utilize personal data pursuant to laws and regulations. The Bank may not provide personal data to any third parties other than the aforesaid institutions in the absence of the

Customer's consents or statutory requirements.

- 廿、立約人使用金融卡提款、轉帳或國內外消費轉帳扣款時，其紀錄在未經補登存摺或因電腦故障、斷線等情事，致存摺結餘金額與貴行帳上餘額不符時，概以貴行帳上資料為準。
20. When the Customer withdraws, transfers or consumes in Taiwan or abroad with ATM card and the balance in the bank book is different from that in the Bank's records due to a particular transaction not being recorded on the bank book or malfunction or disconnection of computers, the Bank's records shall prevail and govern.
- 廿一、立約人得指定其本人、或第三人在貴行所開設之活期性存款帳戶或信用卡帳戶作為其轉帳存入對象，轉帳戶數、轉帳金額則依貴行作業規定辦理。又立約人使用金融卡從事轉帳交易，其轉帳轉出帳戶及轉入帳戶之記帳時間，悉依貴行之作業時間為準。
21. The Customer may designate the demand deposit accounts or credit card accounts opened by the Customer or any third party with the Bank to accept the funds transferred by the Customer. The number of such accounts or sum of transfer is subject to the Bank's regulations. When the Customer uses ATM card for fund transfer, the time to record such transfer on the transferring account and the transferred account is subject to the Bank's business hours.
- 廿二、櫃員機及端末機因故障、電信斷線、停電、電腦系統故障、第三人之行為或其他不可抗力情況時，致貴行無法得知立約人當日實際存款餘額時，貴行得停止櫃員機之一切交易，且貴行對所致之錯誤或遲延免負責任，惟如立約人持存摺向貴行營業單位提款時，其提款金額以貴行估算者為準，作為立約人可支用之存款餘額，立約人絕無異議，貴行並保留事後追索權。
22. If the Bank is unable to have the Customer's account balance on a particular date due to breakdown of any ATM and terminal, telecommunication disconnection, power failure, malfunction of computer systems, third parties' activities or other force majeure, the Bank may cease all transactions carried out through ATMs and the Bank shall not be liable for any errors or delay arising therefrom. If the Customer withdraws at any business premises of the Bank with bank book, the Customer agrees that the sum withdrawn by the Customer is subject to the Bank's estimation and will be used to calculate the deposits balance of the Customer. The Customer shall have no objection and the Bank has recourse against the Customer thereafter.
- 廿三、立約人因使用櫃員機產生異常交易未完成取款，需俟貴行查明事實後再予付款。
23. If the Customer does not collect cash from the ATMs due to abnormal transactions, the payment will be made only after the Bank verifies the relevant facts.
- 廿四、立約人使用金融卡在金融資訊系統跨行連線參加單位設置之櫃員機或端末機提款、轉帳及消費，除應依本約定事項及貴行之規定辦理外，並依金融資訊系統跨行業務參加單位作業手冊、作業細則及業務處理規則處理。
24. When the Customer uses ATM card to withdraw, transfer and consume at any ATMs or terminals set by institutions participating in financial information interbank connection network, this ATM Card Terms and Conditions, the regulations of the Bank, the rules set out in the operation manuals for participation members of the financial information technology inter-bank business, operation rules thereof and business rules applicable to such institutions shall apply.
- 廿五、貴行因作業需要得調整本金融卡全部功能或部份功能之使用，並得修改或增補約定條款，惟貴行應將修改內容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立約人，若立約人不同意貴行之修改，得以書面或依其他適當方式通知貴行終止該金融卡之使用。
25. The Bank may adjust functions of ATM card in whole or in part if the operation requires. The Bank may also amend or supplement the terms and conditions in respect of ATM card. The Bank shall conspicuously publish the adjusted contents at the Bank's business premises and websites by an eye-catching method or notify the Customer of such in writing. If the Customer disagrees with the Bank's revisions, the Customer is entitled to send a written notice or notify the Bank in appropriate fashions to terminate the ATM card.
- 廿六、立約人就金融卡使用、本約定條款如有任何疑問或申訴，請撥打凱基銀行金融卡業務 24 小時免付費服務專線：0800-255-777。
26. If the Customer has any question or complaint about the usage of debit card and this article, please call the 24-hour toll-free line of the Bank for ATM card business is 0800-255-777.
- 廿七、其他約定事項
- 本約款若有未盡事宜，依一般約定條款及新臺幣活期性存款約定條款辦理。
27. Others
- If this Agreement is not comprehensive, the general agreements and the terms and conditions for NTD demand deposit shall apply.

【國際金融卡約定】

【Agreement on International ATM Card】

- 一、立約人得向貴行申請以金融卡之磁條功能於國外進行取款或轉帳消費交易。立約人進行前述交易時，貴行將透過當地之櫃員機或端末機以等額之當地（取款地或消費地）貨幣付款，其兌換依立約人提款或消費當日與貴行合作之國際組織公告之匯率先折算為美元，並於交易當時按貴行當日牌告美元現金賣出匯率折算為新臺幣金額後扣帳。立約人同意貴行對每筆跨國交易收取 NT\$80 加計交易金額 1.1% 之手續費，其中包含貴行支付給國際組織費用及銀行作業手續費。憑金融卡於國外取款或轉帳消費時，授權貴行依相關外匯法令據實代為辦理結匯申報，貴行並得隨時調整每筆跨國交易收取之手續費，且於營業場所顯著方式公告及登載於貴行網站。
1. The Customer may apply to the Bank to use the function of magnetic tape on ATM card for withdrawal or transfer abroad. When the Customer carries out the aforesaid transaction, the Bank will pay the equivalent sum in local (the place where



the withdrawal or consumption occurs) currency via ATMs or terminals. The foreign currency shall be converted into USD at the exchange rate published by international organization cooperating with the Bank on the withdrawal or consumption date and such USD sum will be converted into NTD at the exchange rate applicable to selling rate of USD cash posted by the Bank on the transaction date for debit purpose. The Customer agrees that the Bank may charge NTD80 plus 1.1% of the transaction amount (inclusive of the fee to be paid by the Bank to the international organization and bank operation fee) as service fee for each cross-border transaction. The Customer authorizes the Bank to accurately file foreign currency exchange reports in compliance with foreign currency regulations when withdrawals or transfers occur in foreign countries. The Bank may change the service fee for each cross-border transaction and such change shall be published at the Bank's business premises and websites by an eye-catching method.

- 二、立約人對於國外提款或消費帳款有疑義時，得自交易日起二個月內，向貴行請求複查，逾期視為無異議。立約人經複查，對貴行處理仍有異議時，消費帳款交易得自交易日起三個月內，逕向財金公司規約執行委員會申請調查及協調，逾期不得再提出。立約人願遵守財金公司規約執行委員會之協調結論，並將該結論視為本約款內容之一部份。
2. The Customer may request the Bank to double check the withdrawals or transfers in foreign countries within two months of the transactions and the Customer will be deemed to accept the transactions if no objection is raised within this period. If, after double-check, the Customer still has inquiries, the Customer may apply for investigation and conciliation with the Compliance Committee of Financial Information Service Co., Ltd. within three months of the transaction. No objection can be raised after this period. The Customer agrees to follow the conciliation outcome made by the Compliance Committee of Financial Information Service Co., Ltd., which shall also constitute a part of this Agreement.

【晶片金融卡消費扣款約定】

【Agreement on Chip ATM Card】

一、本約款所用名詞定義如下：

- (一)晶片金融卡：指由貴行發行具晶片之金融卡，供立約人憑卡進行提款、轉帳或消費扣款等交易。
- (二)晶片金融卡消費扣款功能：指立約人向實體或虛擬之特約商店進行物品、勞務或其他交易時，使用貴行核發之晶片金融卡及立約人設定之密碼，委託貴行直接由立約人其晶片金融卡之指定帳戶即時扣款，轉入收單機構或特約商店帳戶之功能，包括消費扣款(固定及變動費率)、沖正、退費、預先授權及授權完成等交易。
- (三)收單機構：指與特約商店約定提供立約人消費扣款事宜之金融機構。
- (四)特約商店：指提供物品、勞務或其他交易經與收單機構簽約，受理持卡人以晶片金融卡繳付消費款。
- (五)交易紀錄：指立約人憑晶片金融卡消費扣款時之單據或電子訊息。

1. The terms used herein are defined as follows:

- (1) Chip ATM Card: It refers to an ATM card with a chip thereon issued by the Bank, which can be used by the Customer for withdrawal, transfer, consumption or other transaction.
- (2) Consumption and Debit Function of Chip ATM Card: It refers to the function that when the Customer purchases goods, services or others from certain physical or virtual shops with the Chip ATM Card issued by the Bank and the Customer's passwords, the Customer authorizes the Bank to directly deduct a sum from the designated account for Chip ATM Card and transfer such sum to the Card Acquirers (as defined below) or accounts of Contracted Merchants (as defined below). It includes consumption and debit (with fixed or floating rate), offsets, refunds, advance authorization and accomplishment of authorization.
- (3) Card Acquirer: It refers to the financial institutions having agreement with Contracted Merchants and providing the Customer with consumption and debit services.
- (4) Contracted Merchant: This term refers to those shops which provide goods, services or others, enter into agreements with the Card Acquirers and accept the payment settled by the Customer with a Chip ATM Card.
- (5) Transaction Records: This term refers to the receipt or electronic information issued when the Customer settles a particular payment with a Chip ATM Card.

二、使用須知

立約人應妥善保管晶片金融卡及密碼，並明確瞭解所有憑晶片金融卡及密碼進行消費扣款之交易，均視同本人所為，與憑存摺及填具取款憑條加蓋原留印鑑之提款，具同等效力。

立約人停止使用晶片金融卡消費扣款功能者，應向貴行提出申請註銷晶片金融卡之消費扣款功能後，始生終止效力。

立約人使用晶片金融卡於實體或虛擬之特約商店，進行消費扣款、退費或取消交易時，應自行留存交易紀錄，以供核對之用。

2. Notes to user

The Customer shall keep the Chip ATM Card and passwords well and fully understand that all Consumption and debit transactions executed with the Chip ATM Card and passwords shall be deemed the transactions executed by the Customer and treated as withdrawals made with bank book and withdrawal slip bearing the original specimen.

When the Customer ceases to use the Consumption and Debit Function of Chip ATM Card, the Customer shall apply to the Bank to terminate the Consumption and Debit Function of Chip ATM Card.



The Customer shall keep the Transaction Records for verification when the Customer uses the Chip ATM Card for consumption, debit, refunds or cancellation of transactions at any physical or virtual shops.

三、每日消費扣款限額

立約人每次消費扣款限額為新臺幣 10 萬元，每日消費扣款限額為新臺幣 10 萬元。

立約人消費扣款指定帳戶之可用餘額，不足支付消費帳款或消費帳款逾前項約定限額時，貴行並無扣款之義務。

3. Daily consumption and debit limit

The maximum debit sum for each consumption is NTD100,000. The maximum daily debit sum for consumption is NTD100,000.

The Bank is not obligated for deduction if the balance in the account designated for consumption and debit cannot sufficiently discharge the consumption sum or the consumption sum is more than the amount limit set out in the preceding paragraph.

四、消費糾紛及帳款疑義之處理

立約人明確瞭解憑晶片金融卡及密碼，於特約商店進行消費扣款交易，與現金交易並無不同，如與特約商店發生相關消費爭議（包括但不限於商品或服務之品質、數量、金額等），皆應向特約商店尋求解決，不得以此作為向貴行請求返還帳款之依據。立約人亦不得以其與特約商店間交易所生之糾紛對抗貴行。

立約人對消費帳款有疑義時，得於消費發生日後 90 天內向貴行請求複查，貴行應提供交易紀錄協助核對；或填具「晶片金融卡特約商店扣款爭議處理表」，主張疑義帳款處理。

4. Consumption disputes and billing inquiries

The Customer fully understands that all consumption and debit transactions executed with Chip ATM Card and passwords in the Contracted Merchants are equivalent to transaction with cash. If any consumption disputes (including, without limitation, the quality, quantity and amount relating to goods or services) arise with the Contracted Merchants, the Customer shall seek solutions with the Contracted Merchants. Such disputes cannot be used to request the Bank for a refund. The Customer cannot adopt any disputes with the Contracted Merchants against the Bank.

The Customer may request the Bank for verification within ninety days of occurrence of consumption if the consumption sum is questionable and the Bank shall provide the Transaction Records for verification purpose; or the Customer may fill out the "Form for Disputes over the Deduction of the Contracted Merchants with Chip ATM Card" for handling billing inquiries.

五、卡片被竊、遺失或其他喪失占有

立約人如有遺失、被竊、被搶、詐取或其他遭第三人占有晶片金融卡之情形，應儘速以電話或其他約定之方式通知貴行，或至其他經貴行指定機構辦理掛失停用手續，並繳交有關手續費用。如未繳交費用者，同意貴行得逕自立約人之帳戶內扣繳。

5. Loss, theft or destruction of ATM card or loss of possession

The Customer shall call or notify the Bank by other agreed method as soon as practicable if the Chip ATM Card is lost, stolen, robbed, cheated or possessed by any third party. The Customer may apply with the agency designated by Bank for loss of Chip ATM Card and cessation of payment and pay relevant handling fees. The Customer agrees that the Bank may deduct the handling fee from the account of the Customer if such fee is not paid.

六、銀行義務

貴行應以善良管理人之注意，為立約人處理晶片金融卡消費扣款及帳務事宜。

有關立約人消費扣款帳務資訊之揭露，貴行應以對帳單、存摺或其他約定之方式，提供每筆交易紀錄以供立約人核對。

6. Obligations of the Bank

The Bank shall perform its duty as a good administrator to handle the consumption, debit, and billing matters relating the Chip ATM Card for the Customer.

In terms of disclosure of consumption, debit and account information of the Customer, the Bank shall provide the Customer with the bank statements, bank book or others detailing each Transaction Record for Customer's verification.

七、業務委託

立約人同意貴行晶片金融卡消費扣款之相關作業或其他與本約定書有關之附隨業務，得依主管機關規定，委託第三人辦理。惟第三人於電腦處理及利用立約人個人資料時，仍應依相關法令規定並保守秘密。

7. Outsourcing

The Customer agrees that the operation relating to the consumption and debit of Chip ATM Cards and other business activities associated with this agreement can be outsourced to third parties in accordance with relevant laws. If such third parties process and use personal data of the Customer with computers, they shall comply with laws and keep the data in confidence.

壹拾參、電話/網路/行動銀行約定條款

XIII. Telephone/Internet/Mobile Banking Terms and Conditions

立約人茲為電話/網路/行動銀行業務服務之提供及使用，經雙方協議，同意訂定下列條款，



俾資遵守。

一、銀行資訊

(一)銀行名稱：凱基商業銀行

(二)申訴及客服專線：02-2232-1296、02-8023-9088、0800-255-777

(三)網址：www.KGIbank.com.tw

(四)地址：台北市松山區敦化北路 135 號 9-11 樓

(五)傳真號碼：02-8668-3353

(六)銀行電子信箱：call_center@kqi.com

1. Bank information

(1) Name of the Bank: KGI Bank

(2) Complaint and service line: 02-2232-1296、02-8023-9088、0800-255-777

(3) Website: www.KGIbank.com.tw

(4) Address: No.135,9~11F Dunhua N.Rd.,Songshan Dist., Taipei 10502

(5) Fax.: 02-8668-3353

(6) E-mail of the Bank: call_center@kqi.com

二、契約之適用範圍

(一) 本契約係電話/網路/行動銀行業務服務之一般性共通約定，除個別契約另有約定外，悉依本契約之約定。

(二) 個別契約不得牴觸本契約，但個別契約對立約人之保護更有利者，從其約定。

(三) 本契約條款如有疑義時，應為有利於立約人之解釋。

Both parties agree on the following terms and conditions for use and provision of services relating to telephone / internet / mobile banking services.

2. Scope

(1) the Telephone/Internet Banking Terms and Conditions is the general agreement applicable to services relating to telephone / internet / mobile banking services. The Telephone/Internet Banking Terms and Conditions shall govern unless any individual agreement provides otherwise.

(2) any individual agreement shall not conflict with the Telephone/Internet Banking Terms and Conditions provided that an individual agreement shall prevail if it provides more protection to the Customer.

(3) In case of any doubt on the provisions of this Agreement, it shall be interpreted in favor of the Customer.

三、名詞定義

(一) 「電話銀行」：指立約人透過電信設備（有線、無線）進行語音或非語音通信來利用貴行電話銀行服務系統。

(二) 「網路銀行業務」：指立約人端電腦經由網際網路與銀行電腦連線，無須親赴銀行櫃檯，即可直接取得銀行所提供之各項金融服務。

(三) 「行動銀行業務」：指立約人端透過各種行動通訊設備（如行動電話、個人數位助理器（PDA）、各種智慧型手機（指手機搭載開放式作業系統，可進行資料及軟體程式的輸入、存取及擴充等功能）、或其他新種配有行動通訊模組之設備，利用電信網路之訊號操作，與銀行電腦連線，無需親赴銀行櫃台，即可直接取得銀行所提供之各項金融服務。

(四) 「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記錄，而供電子處理之用者。

(五) 「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者。

(六) 「憑證」：指載有簽章驗證資料，用以確認簽署人身分、資格之電子形式證明。

(七) 「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。

(八) 「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。

(九) 「帳戶」：指貴行或立約人另以書面約定，作為立約人使用電話/網路/行動銀行服務之指定存款帳戶。

(十) 「SSL (Secure Socket Layer) 安全機制」：資料係以 SSL 通訊協定在網際網路上傳輸，確保訊息之隱密性及訊息之完整性。

(十一) 「簡訊密碼(One Time Password,OTP) 安全機制」：指立約人每次進行交易或設定時，系統將自動發送一組「一次性且當次有效」之簡訊密碼至立約人已設定之手機門號，由立約人於交易頁面輸入該組簡訊密碼以驗證並確保網路交易之安全性，有關 OTP 之交易機制，以貴行網站所載規定為準。

3. Definitions

(1) "Telephone Banking" refers to the Customer's use of the Bank's telephone banking service system by delivering voice or non-voice messages via telecommunication equipment (cord or wireless).

(2) "Internet Banking Business" refers to all financial services provided by the Bank over the internet accessible to the Customer's



computer so that the Customer needs not present at the Bank's counter in person.

- (3) "Mobile Banking Business" refers to all financial services provided by the Bank over all kinds of mobile communication device (e.g. mobile phone, personal digital assistant (PDA), all kinds of smart phones (referring to the mobile phone with opened operating system, which is able to process data and software program insertion, access and expansion) or other device with mobile communication module, by the operation of the telecommunication signal, being accessible to the Customer's computer so that the Customer needs not present at the Bank's counter in person.
- (4) "Electronic Documents" refer to the texts, sounds, pictures, images, symbols or other information, conveyed through the internet by the Bank or the Customer, in the electronic form or other method which can not be identified by human's aesthesia and are made to express their intention as records for the purpose of electronic process.
- (5) "Digital Signature" refers to an Electronic Document generated by the use of mathematic algorithm or other means to create a certain length of digital data encrypted by the signatory's private key, and capable of being verified by the public key.
- (6) "Certificate" refers to the evidencing information with signature verification in the electronic form for verifying the identity and qualification of the signatory.
- (7) "Private Key" refers to, among the digital data corresponding to each other, the digital data which is kept by the signatory to produce the Digital Signature.
- (8) "Public Key" refers to, among the digital data corresponding to each other, the digital data which is available to public to verify the Digital Signature.
- (9) "Account" refers to the designated account used by the Customer for the phone/internet/mobile banking services as agreed by the Bank and Customer in writing.
- (10) "Secure Socket Layer Safety Mechanism" refers to that the data is transmitted on the internet in accordance with the SSL communication protocol to ensure the confidentiality and completeness of information.
- (11) One-time password"(OTP) refers to that the once-off SMS is sent to the Customer upon each transaction or per customer's request to the mobile phone number on file for authentication and ensure the safety of internet transactions. The OTP service shall be subject to the terms and conditions disclosed on the Banker's website.

四、申請條件

立約人使用電話/網路/行動銀行服務，得以下列方式申請：

- (一) 立約人應親自憑身分證明文件向貴行申請電話/網路/行動銀行服務；如立約人因特殊情況無法親自申請時，得以書面委任或授權第三人申請，惟如因委任或授權第三人而發生任何爭議時，概與貴行無涉。
- (二) 立約人透過前項方式申請電話/網路/行動銀行服務後，於貴行指定網址辦理設定使用者代號及密碼，始能憑以使用電話/網路/行動銀行之各項服務。貴行對於憑該密碼使用電話/網路/行動銀行之各項服務或交易，均認定係持有密碼之立約人所為之有效指示。
- (三) 立約人須一併申請網路銀行，方得使用行動銀行交易及帳務功能。
- (四) 立約人不是透過本項第一款方式申請網路/行動銀行服務功能(例如線上申請方式)時，僅能使用帳務查詢服務功能，並由立約人於申請時自行設定網路銀行使用者代號及密碼。立約人若需使用其他交易服務功能應至貴行櫃檯申請。
- (五) 立約人使用簡訊密碼服務(OTP)，可親自憑身分證明文件向貴行辦理或透過貴行同意之自動化設備憑晶片金融卡申請。

4. Application Requirements

The Customer may submit applications to use telephone / internet / mobile banking services in either of the following methods:

- (1) The Customer shall apply for telephone / internet / mobile banking services in person with identification documents. Where the Customer can not apply in person due to special circumstance, he/she may engage with or authorize a third party in writing to apply. Any dispute arising from the engagement or authorization of the third party is not related to the Bank.
- (2) The Customer can only use any types of telephone / internet / mobile banking services after application for such services according to (1) above and then setting up the user ID and password at the webpage designated by the Bank.
The Bank deems the instruction made by using such password to be effective for all types of services or transactions under phone/online/mobile banking as if it were made by the password holder (the Customer).
- (3) The Customer shall concurrently apply for the internet banking so as to use the mobile banking for transaction and account function.
- (4) If Customer does not apply for internet/mobile banking by the way described in Sub-paragraph 1 of this Paragraph (such as online applications), then the Customer may only use the account inquiry function, and the user ID and password shall be set by the Customer upon the application. The Customer shall apply for other transaction service functions over the Bank's counter.
- (5) Customers who are interested in using OTP can visit the branch with a valid ID or apply through ATMs approved by the Bank with their debit card.

五、立約人連線與責任

- (一) 貴行與立約人有特別約定者，必須為必要之測試後，始得進行網路/行動銀行之連線。
- (二) 立約人對貴行所提供或自行設定之電話銀行密碼或網路/行動銀行使用者代號、密碼(包含但不限於網路/行動銀行密碼、憑證密碼)、憑證、私密金鑰、軟硬體及其它足以辨識身分之工具，應負保管之責，不得出借、轉讓或洩露予第三人，凡輸入正確之電話/網路/行動銀行服務密碼並與貴行網站連線及使用貴行網站服務，則以此身分在貴行網站之一切行為，立約人應負完全責任。上述辨識身分之工具如有被竊、遺失、遭第三人占有或知悉時，應即向貴行辦理註銷(或變更設定)密碼手續。
- (三) 立約人輸入電話銀行密碼連續錯誤達[三]次時，貴行電腦即自動停止立約人使用本服務條款之服務。立約人如擬恢復使用，應持身分證件正本親至貴行櫃檯或持貴行有效晶片金融卡透過貴行同意之自動化設備辦理或透過電話客服申請恢復手續。
- (四) 立約人輸入網路/行動銀行使用者代號或網銀密碼連續錯誤達[三]次時，貴行電腦即自動停止立約人使用本服務條款之服務。立約人如擬恢復使用，透過貴行同意之自動化設備或其他經貴行同意之指定網址辦理申請恢復手續，惟若立約人原本不是親自或委任第三人至貴行櫃檯申請網路/行動銀行服務功能(例如線上申請方式)者，則須透過原本申請管道及貴行指定網址辦理申請恢復手續。
- (五) 立約人透過約定方式申請簡訊密碼服務(OTP)後，應於每次進行電話/網路/行動銀行之非約定轉帳時，依指示輸入約定手機門號收到之簡訊密碼，若輸入密碼錯誤連續達五次時，貴行將立即暫停立約人使用簡訊密碼交易服務，如須恢復使用者，立約人須親自憑身分證明文件至各分行或憑晶片金融卡至貴行同意之自動化設備辦理解鎖作業。
- (六) 立約人若同時申請網路/行動銀行等服務系統，各系統使用之密碼及使用者代號係屬相同，只要透過其中一項系統進行變更，其餘系統則同時變更。
- (七) 立約人與貴行約定之手機門號如有異動或有手機遺失、毀損者，應親臨各分行或透過貴行同意之自動化設備辦理變更或註銷作業。

5. Connection by the Customer and responsibilities

- (1) Where there are special agreements between the Customer and the Bank, the connection with the internet/mobile banking must be made after the Bank's accomplishes all necessary tests
- (2) The Customer should be responsible for keeping the information of mobile banking password or account name and password (including but not limited to the passcode and authentication code for internet /mobile banking) for internet /mobile banking, authentication code, private key, software/hardware and other identification tools. The Customer should not lend, transfer or disclose the information to any third party. The Customer shall be wholly responsible for all actions conducted at the Bank's website where the Customer enters the correct telephone/internet/mobile banking passwords to connect with the website of the Bank and use the service on the website of the Bank. In the event that the above means for identification is smuggled, lost or learned by any third party, the Customer should notify the Bank immediately to cancel the access (or change the setting).
- (3) If the Customer inputs incorrect phone banking password consecutively for [3] times or more, the Bank's system will automatically terminate the service for the Customer. To resume the service, the Customer should apply for resumption over the Bank's counter with ID, or holding a valid ATM card to process the application via automatic services approved by the Bank or through the customer service line.
- (4) If the Customer fails to input the correct account number and passcode consecutively for 3 times or more for online/mobile banking, the Bank's server would automatically cease to provide service. To resume the service, the Customer must apply for resumption via automatic services approved by the Bank or through the website designated by the Bank. However, if the Customer originally did not apply for these automatic services over-the-counter (either in person or delegate another person), e.g., applying through online methods, then the Customer shall apply for resumption via the original method or visit the designated website of the Bank to apply for resumption
- (5) Customers should key in the password received from the Bank every time they initiate online transfer through telephone / internet / mobile banking after applying for OTP service. In the event that the customer wrongly inputs the password for 5 consecutive times, the Bank will immediately discontinue the service. To re-activate the service, the customer is required to unlock OTP by paying a visit to the branch with ID or ATM card with automatic service.
- (6) If the Customer applies for the internet banking and mobile banking services simultaneously, the passwords and username for all systems are the same. If the passwords for any particular system are changed, those for other systems will be changed simultaneously.
- (7) In the event that the Customer changes phone number or loses/damages the mobile phone, the Customer should make necessary changes or cancel the number on file by visiting the branches or via automatic services approved by the Bank.

六、網頁之確認

- (一) 立約人使用網路銀行前，請事先確認網路銀行正確之網址，才使用網路銀行服務。
- (二) 立約人使用行動銀行前，應先確認行動銀行正確之 APP(應用程式)或網址下載/安裝/存取方式，方可使用行動銀行服務。
- (三) 立約人如有疑問，請撥打貴行客服電話詢問。



- (四) 貴行應以一般民眾得認知之方式，告知立約人網路/行動銀行應用環境之風險。
- (五) 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。

6. Confirmation of webpage

- (1) The Customer shall confirm the accurate website to log on internet banking before using such services.
- (2) The Customer shall confirm the accurate APP (application program) or the web address for download / installment / access and the method thereof to log on mobile banking before using such services.
- (3) Please call the service line of the Bank if the Customer has any inquiry.
The Bank shall inform the Customer of the risks of the application environment of the internet banking by the way to be understood by the public.
- (4) The Bank shall inform the Customer of the risks of the application environment of the internet/mobile banking in a way to be understood by the public.
- (5) The Bank shall perform its duties as a good administrator and maintain the accuracy and security of the website and pay attention to any forged webpage from time to time so as to avoid damaging the interests of the Customers.

七、服務項目

- (一) 貴行電話/網路/行動銀行提供之服務項目，如於網路/行動銀行網站呈現相關訊息者，應確保該訊息之正確性，其對立約人所負之義務不得低於網站之內容。前項服務項目，以貴行電話/網路/行動銀行所提供之服務項目為準。
- (二) 立約人同意貴行於增加電話/網路/行動銀行服務系統之服務項目時，除貴行另有規定者外，立約人自動享有該新增服務項目之使用權，無需與貴行另行約定，立約人願遵照貴行之規定使用新增電話/網路/行動銀行服務項目。
- (三) 若因主管機關或貴行認定須減少或異動服務使用項目，悉依貴行當時之活動或公告規範辦理，並得直接揭露於貴行網站，無須另行通知立約人，亦無須另行書面約定。

7. Service items

- (1) With respect to the service items of telephone / internet / mobile banking, where the relevant messages are appeared on the website of the internet/mobile banking, the Bank shall ascertain the accuracy of such messages and the obligations owed to the Consumers shall not be less than the contents on the website. The above service items shall be subject to the service items provided by the telephone/internet/mobile banking business of the Bank.
- (2) The Customer agrees that when the Bank adds service items under the phone/internet/mobile banking, unless as otherwise provided by the Bank, the Customer is automatically entitled to use these newly added service items with no need to enter into another agreement with the Bank. The Customer shall comply with the Bank's rules on phone/internet/mobile banking.
- (3) In the event that the regulator or the Bank deems that any of the services need to be reduced or changed, it shall be handled pursuant to the Bank's rules of activity/announcement at the time, and such information may be disclosed on the Bank's website directly. The Bank does not need to notify, nor to enter into a written agreement with the Customer separately.

八、連線所使用之電信設備及網路

貴行及立約人同意使用電信設備或網路進行電子文件傳送及接收。貴行及立約人應分別就各項權利義務關係與各提供電信、網路業者簽訂服務契約，並各自負擔電信、網路使用之費用。

8. The telecommunication equipment and internet for connection

The Bank and the Customer agree to use telecommunication equipment or agreed internet for transmission and receipt of Electronic Documents. The Bank and the Customer shall enter into agreements with telecommunication or internet service providers for various rights and obligations and are liable for fees to use telecommunication and internet respectively.

九、SSL (Secure Socket Layer) 安全機制

立約人同意於使用本契約之部份服務項目時，為求簡便及迅速，得不使用數位簽章確認身分，而以網路/行動銀行服務密碼確認身分後，並藉由 SSL 安全機制(金鑰長度至少 128 位元之對稱性加密系統)傳送電子文件，事後立約人不得因未使用憑證，而主張或抗辯該電子文件之不完整、錯誤、有瑕疵、無效或不成立；使用 SSL 之加密安全機制以貴行所訂之服務項目為依據。立約人使用此安全機制時，轉入帳號須事先以書面與貴行約定。有關 SSL 之交易機制，以主管機關所訂之規範為依據。

9. Secure Socket Layer Safety Mechanism

The Customer agrees that when the Customer uses a part of service items hereunder, after confirming the identification by internet / mobile banking service password, the Secure Socket Layer Safety Mechanism (symmetric encryption with 128-bit key or above) will be used to convey the Electronic Documents without applying the Digital Signature for identity check for convenience and efficiency. The Customer thereafter cannot claim or argue the incompleteness, inaccuracy, flaws, invalidity or non-existence of such Electronic Documents due to not using the Certificate. Encryption and decryption under the Secure Socket Layer Safety Mechanism are subject to the service items prescribed by the Bank.

When the Customer uses Secure Socket Layer Safety Mechanism, the account number to which any funds are transferred must be agreed in writing by the Bank beforehand. In terms of the transaction mechanisms under the Secure Socket Layer, the standards prescribed by the competent authority shall apply.

十、電子文件之接收與回應

- (一) 立約人以身分證字號、使用者代碼及密碼驗證身分後所傳輸之電子文件，即視為立約人本人所傳送。貴行接收含數位簽章或經貴行及立約人同意用以辨識身分之電子文件後，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，以貴行電子文件或交易結果網頁或電子郵件或行動銀行推送通知方式通知立約人。

- (二) 貴行或立約人接收來自對方任何電子文件，若無法辨識其身份或內容時，視為自始未傳送。但貴行可確定立約人身份時，應立即將內容無法辨識之事實，以貴行電子文件或交易結果網頁方式通知立約人。

10. Receipt of and response to the Electronic Documents

- (1) The Electronic Documents are deemed to be transmitted by the Customer in person if the Customer transmits the identification number, user code and password to confirm his/her identification. After receiving the Electronic Documents with the Digital Signature or the Electronic Messages agreed by the Bank and the Customer for identity check, in addition to the inquired items, the Bank shall provide the webpage with material information of the Electronic Documents for such transaction to the Customer for re-verification, and then the Bank shall verify and process immediately and notify the Customers of the outcome thereof by Electronic Document, webpage of such transaction results, email or SMS under mobile banking.
- (2) When the Bank or the Customer receives any Electronic Documents from the other party but the identity or the contents thereof cannot be identified, it shall be deemed that such Electronic Messages were not transmitted. However, if the Bank could confirm the identity of the Customer, the Bank should immediately inform the Customer, by Electronic Document or webpage of such transaction result, of the fact that the content of the message was unidentifiable.

十一、新臺幣轉帳作業

- (一) 立約人使用電話/網路/行動銀行之轉帳服務須事先以書面或透過自動化設備、網路或其他經貴行同意之方式提出申請約定轉出帳號(不含支票存款帳戶)：
1. 使用『約定帳戶』轉帳者，轉入帳戶需以書面或線上事前約定完成後始可轉帳。
 2. 如首次「線上」新增約定之轉入帳號非為立約人同戶名帳戶者，須事先於臨櫃開通線上約定轉入帳號功能方能線上約定。
 3. 立約人若為個人戶約定轉入組數限制最多為 30 組。
 4. 惟立約人同意以本人在貴行開立同戶名之新臺幣存款帳戶(包含活期性存款及支票存款帳戶)作為約定轉入帳戶，並以開戶申請書、往來業務項目申請(變更)書或以此服務條款為約定之書面證明。
 5. 使用簡訊密碼服務(OTP)之非約定轉帳功能，轉入帳號無須事先約定;轉出帳號則亦可透過貴行同意之自動化設備憑晶片金融卡設定之。
- (二) 電話/網路/行動銀行業務之約定轉出帳號均共用相同之約定轉入帳號，立約人同意已約定或嗣後申請或終止之網路銀行各類轉帳交易機制或電話銀行轉帳服務，均對應相同之約定轉入帳號。如新增之約定轉入帳號為貴行同戶名帳戶者，該約定完成後立即生效;透過線上約定之他行同戶名帳戶者，次日生效;非前述帳戶者，該約定於申辦日次兩日生效;若約定之轉出/轉入帳號為警示帳戶等異常狀態者，貴行得拒絕受理申請。
- (三) 立約人執行電話/網路/行動銀行轉帳交易，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。
- (四) 立約人使用本服務系統轉帳時，應自行填寫指定轉入帳號及戶名供貴行登錄;並自行確認登錄帳號、戶名無誤。
- (五) 交易限額、費用
- 1.『約定帳戶』轉帳非貴行本人帳戶
 - (1).如約定帳戶為透過「臨櫃」申請之帳戶或透過「線上」申請之他行本人之帳戶:每筆轉帳最高限額為 200 萬元，每日轉帳最高限額為 300 萬元。
 - (2).如有另其約定者，依其約定。
 - 2.簡訊密碼服務(OTP)之非約定轉帳:每筆最高限額為新臺幣伍萬元整、每日累計最高限額為新臺幣壹拾萬元整、每月累計最高限額為新臺幣貳拾萬元整。立約人得透過貴行行動銀行或臨櫃申請提升非約定轉帳額度，惟以貴行實際提供之服務內容為限。服務內容(包括但不限於提升之限額、適用範疇)悉依貴行網站公告為準。
 - 3.本系統之各項服務項目、時間、金額限制、作業流程及手續費用計收標準等，概由貴行訂定，及得視實際需要調整，並於貴行網站及營業場所公告，且得輔以於營業場所置放業務簡介供查閱。
- (六) 立約人使用電話/網路/行動銀行之轉帳服務而轉入 立約人在貴行開立同戶名之新臺幣存款帳戶(包含活期性存款及支票存款帳戶)時，其交易金額無限制。
- (七) 立約人使用本服務系統轉帳時，倘因指定帳戶登錄有誤，或因電腦故障或其他不明原因致無法轉入指定帳戶時，同意該筆款項由貴行逕行轉入原轉出之帳戶。另立約人於接獲通知匯款資料有誤時，應儘速至貴行辦理變更約定。
- (八) 立約人利用本服務系統轉帳後，由貴行定期發送對帳單供核對;又立約人因使用此項服務，致帳戶結存餘額與貴行記載數額或電腦主檔之結存餘額不符時，以貴行記載數額或電腦主檔之結存餘額為準。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，確為貴行記載數額或結存餘額有錯誤時，貴行應更正之。

11. NTD fund transfer



- (1) For the Customer to use the phone/internet/mobile banking, he/she/it shall make an application in writing or through automated equipment, the Internet, or other means agreed by the Bank in advance on the outward-transfer accounts (excluding the check deposit account).
 - a. Those who use a designated account shall completed make written application or application via online service, for the "inward transfer" account.
 - b. If the inward transfer account being set up online for the first time is not under the same account holder's name, the online inward transfer account function shall be applied for in advance over the counter before the account can be set up online.
 - c. If the Customer is an individual, the number of the designated inward transfer accounts is limited to 30 maximum.
 - d. The Customer agrees to use the same NTD deposit account opened in the same name with the Bank (including demand account and check deposit account) as the "inward transfer" account, the Customer agrees to use the Account Opening Application, Application for Business (Change services) or this service agreement as the written proof of designation.
 - e. However, the Customer does not need to set up a "inward Transfer" account number for OTP service. The Customer can also set up "Outward Transfer" account via the automatic services approved by the Bank.
- (2) The outward-transfer accounts for the phone / internet / mobile banking business will all share the same inward transfer accounts. The Customer agrees that all types of fund transfer transaction mechanism for internet banking or fund transfer services for phone banking as agreed or subsequently applied for or terminated will correspond to the same inward transfer accounts. If the Customer's newly agreed inward transfer account is an account with the same account name currently opened with the Bank, it will become effective upon application. If the Customer's newly agreed inward transfer account is an account with the same account name currently opened with other banks, and application via online service, it will become effective in the following day. Otherwise, the newly agreed account will become effective in two days. If the outward/inward transfer account is watch listed account or derivative watch listed account, The Bank is entitled to refuse the application.
- (3) When the Customer executes funds transfer via telephone/internet/mobile banking, all withdrawals will be recorded without bank book. Such withdrawals are however deemed as withdrawals made with withdrawal slips and bank book or withdrawals made with instruments bearing the specimen seal.
- (4) When transferring funds via this service system, the Customer shall fill out the account number to which the funds will be transferred and account name for the Bank to register. It is the Customer's sole responsibility to ensure the accuracy of such account number and account name.
- (5) Transaction limit, fees
 - a. The "designated account" to be transferred into is not the account of the Customer with the Bank
 - (a) If the designated account was not applied for "over the counter", or the account of the Customer with other banks applied for "online"; no more than NTD2,000,000 for each fund transfer, and no more than NTD3,000,000 in one day in terms)
 - (b) unless otherwise agreed by both parties.
 - b. OTP-enabled transaction is limited to NTD 50,000 for each non -designated account fund transfer transaction and the accumulated amount shall neither exceed NTD 100,000 per day, nor exceed NTD200,000 per month. The Customer may apply to increase the non-designated transfer limit through the Bank's mobile banking or over the counter, but only within the scope of service actually provided by the Bank. The service details (including but not limited to the increased limit and applicable scope) shall be subject to the Bank's website announcements.
 - c. Each service item, time, amount restriction, operation procedures and administration fee schedules of this system are subject to the Bank and the Bank may make adjustments when it deems necessary. The adjustments shall be published at the business premises and website of the Bank and the Bank may place business introduction at premises for review.
- (6) There is no limit on transaction amount when the Customer uses the account transfer services under the phone/internet/mobile banking to transfer into the NTD account opened in the same name with the Bank (including demand deposit and check deposit account).
- (7) When transferring funds via this service system, the Customer agrees that the Bank may transfer the funds into the account from which such funds are transferred if the funds cannot be remitted into the designated account due to inaccurate designated account, malfunction of computers or other unknown causes. The Customer shall make necessary changes at the Bank as soon as possible upon the Customer's receipt of notification of inaccurate remittance information.
- (8) The Bank shall periodically issue bank statements to the Customer for verification after the Customer transfers the funds via this service system. If the account balance is different from the balance recorded by the Bank or the balance recorded in the Bank's computer due to the Customer's use of this service, the Bank's records shall prevail and govern. However, after the Customer checks the transaction records provided by the Bank and spots any inconsistency, the Bank is obligated to make correction if the Bank confirms that the balance amount recorded by the Bank is inaccurate.

十二、外匯轉帳/匯款作業

- (一) 立約人使用電話網路/行動銀行之轉帳/匯款服務，須事先以書面約定轉出入帳號(轉入帳號限本行帳戶)，國際金融業務分行帳戶及他行帳戶應申請網銀國外匯款服務。惟立約人同意以本人在貴行開立同戶名之外匯存款帳戶作為約定轉入帳戶，並以開戶申請書、往來業務項目申請(變更)書或以此服務條款為約定之書面證明。
- (二) 電話/網路/行動銀行業務之約定轉出帳號均共用相同之約定轉入帳號，立約人同意已約定或嗣後申請或終止之網路銀行各類轉帳交易機制或電話銀行轉帳服務，均對應相同之約定轉入帳號。如新增之約定轉入帳號為貴行同戶名帳戶者，該約定完成後立即生效；非前述帳戶者，該約定於申辦日次兩日生效；若約定之轉出/轉入帳號為警示帳戶等異常狀態者，貴行得拒絕受理申請。
- (三) 立約人執行電話/網路/行動銀行轉帳/匯款交易，其支出係按無摺登錄方式辦理，與憑存摺填具取款條加蓋原留印鑑具有同等效力
- (四) 立約人使用電話/網路/行動銀行轉帳/匯款時，應自行填寫指定之轉出及轉入帳號供貴行



登錄；並自行確認登錄帳號無誤。

- (五) 外幣活期存款與新臺幣活期性存款/新臺幣活期儲蓄存款互轉，限轉入立約人本人帳戶，每人每日合併累計貴行各項自動化交易(含電話/網路/行動銀行)及臨櫃交易之結匯金額(結購、結售分開計算)不得逾等值新臺幣伍拾萬元(不含)。如逾限額，則需親赴貴行臨櫃辦理。
- (六) 外匯活期存款不同幣別間之轉帳，限轉入立約人本人帳戶。每人每筆兌換金額不得逾等值新臺幣參佰萬元(不含)，每日合併累計貴行各項自動化交易(含電話/網路/行動銀行)之總兌換金額不得逾等值新臺幣玖佰萬元(不含)。前項金額限制貴行得視情況調整之，不另行通知。
- (七) 外匯活期存款同戶名間之相同幣別外幣轉帳時，其交易金額無限制；不同戶名間僅能辦理相同幣別外幣轉帳，每筆及每日合併累計貴行電話/網路/行動銀行之總轉帳金額不得逾等值新臺幣伍仟萬元(不含)。
- (八) 涉及新臺幣兌換之外幣匯款交易，每人每日合併累計貴行各項自動化交易(含電話/網路/行動銀行)及臨櫃交易之結匯金額(結購、結售分開計算)不得逾等值新臺幣伍拾萬元(不含)。涉及外幣與外幣兌換之外幣匯款交易，每筆匯款金額不得逾等值新臺幣參佰萬元(不含)，每人每日合併貴行各項自動化交易(含電話/網路/行動銀行)之總兌換金額不得逾等值新臺幣玖佰萬元(不含)。未涉及兌換之交易(原幣匯出)，每帳戶每日合併累計貴行網路/行動銀行總匯款金額不得逾等值新臺幣參佰萬元(不含)。
- (九) 立約人執行本條第(五)項至第(八)項交易時，每筆交易之最低限額為等值新臺幣壹仟元整。
- (十) 立約人利用電話/網路/行動銀行辦理外匯業務，自當確保臺幣扣款帳戶或外幣帳戶該扣款幣別之存款餘額足夠，若發生存款餘額不足扣款不成功而無法順利執行外匯作業時，其後果由立約人自行負責。立約人辦理外幣匯出匯款服務時，同意貴行逕自立約人扣款帳戶扣取匯款手續費及郵電費。
- (十一) 本系統之各項服務項目、時間、金額限制、作業流程及手續費用計收標準等，概由貴行訂定，及得視實際需要調整，並於貴行網站及營業場所公告，且得輔以於營業場所置放業務簡介供查閱。
- (十二) 立約人同意，電話/網路/行動銀行辦理不同幣別間轉帳交易或匯款交易，適用匯率依轉帳發生當時貴行即期掛牌買/賣匯率為準，但遇外匯市場波動劇烈時，貴行得暫停受理。
- (十三) 網路/行動銀行外匯交易幣別為貴行掛牌且電話/網路/行動銀行可交易之各類外幣。
- (十四) 立約人利用電話/網路/行動銀行辦理外匯轉帳交易，應遵照中央銀行公布之「外匯收支或交易申報辦法」辦理。
- (十五) 貴行有權逕依有關外匯法令之規定，據實代立約人為結匯申報，立約人應悉數承認，絕不得異議。如獲悉立約人已超出其得使用之外匯額度時或依法不得辦理時，貴行有權拒絕受理。
- (十六) 立約人使用本服務系統轉帳時，倘因指定帳戶登錄有誤，或因電腦故障或其他不明原因致無法轉入指定帳戶時，同意該筆款項由貴行逕行轉入原轉出之帳戶。
- (十七) 立約人授權貴行或貴行之通匯行，得以認為合適之任何方法或方式匯出款項，並得以任何國外通匯銀行為解款銀行或轉匯銀行。如因國外解款銀行或轉匯銀行所致誤失，不可歸責於貴行時，貴行不負責任。貴行如配合立約人之請求協助辦理追蹤、查詢等事宜時，其所衍生之郵電費及國外銀行收取之費用，概由立約人負擔，貴行並得要求立約人付款後再行辦理，倘預付金額不足以支付後續相關費用時，貴行有權在不先行通知或徵求立約人同意下，逕自於立約人帳戶扣繳，立約人絕無異議。
- (十八) 立約人同意，倘匯款電文發送時，因電訊設備、線路等故障或其他非貴行所能控制之原因，致令匯款延遲送達或款項不能送達時，貴行應協助辦理轉匯、退匯或重新辦理匯款，其所需之郵電及國外銀行收取之費用，均由立約人負擔。但若有可歸責於貴行之事由，則不在此限。
- (十九) 立約人同意，貴行選定之國外解款行，得以原幣或當日買價匯率兌換成當地貨幣或其他外幣，付款予收款人，或逕存入收款人之帳戶，立約人絕無異議。
- (二十) 立約人同意匯出匯款於國外銀行解款或轉匯時，其依當地銀行慣例由解款銀行或轉匯行自匯款金額內扣取之費用，概由收款人負責負擔，立約人絕無異議。惟立約人欲負擔轉匯行扣取之費用者，應另依貴行收費標準先行計付此項費用。
- (二十一) 立約人同意本匯款作業，如經國外通匯銀行以收款人被列為恐怖組織或其所屬國被列為禁匯國家等事由，將款項予以扣押者，相關風險應由立約人自行承擔。
- (二十二) 立約人利用本服務系統轉帳/匯款後，由貴行定期發送對帳單供核對；又立約人因使用此項服務，致帳戶結存餘額與貴行記載數額或電腦主檔之結存餘額不符時，以貴行記載數額或電腦主檔之結存餘額為準。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，確為貴行記載數額或結存餘額有錯誤時，貴行應更正之。

12. FX Transfer/remittance

- (1)The Customer shall set up "inward transfer" and "outward transfer" accounts in writing prior to using phone/internet/mobile banking for account transfer/remittance service. (The "inward transfer" account must be**



- an account opened with the Bank.) Overseas remittance services shall be applied for international financial business branch accounts and other bank accounts through online banking. The Customer agrees that the foreign currency deposit account under the same name opened by the Customer with the Bank shall be the inward transfer account while using the Account Opening application form for business (change services) or this service agreement as the written proof of designation.
- (2)The outward-transfer accounts for the phone / internet / mobile banking business will all share the same inward transfer accounts. The Customer agrees that all types of fund transfer transaction mechanism for internet banking or fund transfer services for phone banking as agreed or subsequently applied for or terminated will correspond to the same inward transfer accounts. If the Customer's newly agreed inward transfer account is an account with the same account name currently opened with the Bank, it will become effective upon application. Otherwise, the newly agreed account will become effective in two days. If the outward/inward transfer account is watch listed account or derivative watch listed account, The Bank is entitled to refuse the application.
- (3)When the Customer executes fund transfer/remittance via phone/internet / mobile banking, all withdrawals will be recorded without bank book. Such withdrawals are however deemed as withdrawals made with withdrawal slips and bank book bearing the specimen (the same as that kept by the Bank).
- (4)When transferring/remitting funds via phone/internet / mobile banking, the Customer shall fill out the account number to (and from) which the funds will be transferred for the Bank to register. It is the Customer's sole responsibility to ensure the accuracy of such account number.
- (5) Any conversion/scheduled fund transfer between foreign currency demand deposit account and NTD demand deposit account/NTD demand saving deposit account must be deposited into the Customer's own accounts. Such transaction, plus all transactions executed via automatic machines(including telephone/internet/mobile banking) and settlements of exchange transactions executed at counters (the amount of Foreign Exchange Purchased or Sold calculated separately), shall not exceed NTD 500,000 (exclusive) or its equivalent per day. The transfer should be made in person by the Customer over the counter if the amount exceeds such limit.
- (6) Any transfer in different currencies between foreign currency demand deposit accounts must be deposited into the Customer's own accounts. Such transaction (no more than NTD 3,000,000 for each conversion), plus all transactions executed via automatic machines of the Bank (including telephone/internet/mobile banking), shall not exceed NTD 9,000,000 (excluding NTD 9,000,000) or its equivalent per day. The Bank may, without any notice, make adjustments to the above ceiling when it deems necessary.
- (7) There is no limit on transaction amount when transferring between the same currency FX demand accounts with the same account names. However, only the same currency FX transfer can be made between different account names, and the cap limit for each account transfer transaction on a daily basis for phone/internet/mobile banking aggregately is NTD 50 million (exclusive).
- (8) There is an aggregated cap limit of NTD 500,000 (exclusive) or its equivalence for each Customer on a daily basis for FX remittance involving NTD conversion of all the Bank's automatic transactions (including phone/internet/mobile) and over-the-counter services (where the settlement for purchase is separated from the settlement for sale). There is a cap limit of NTD 3 million (exclusive) or its equivalence for FX remittance involving foreign currency conversion between different foreign currencies. The aggregated cap limit for each Customer on a daily basis for total conversion amounts of all the Bank's automatic transactions (including phone/internet/mobile) shall not exceed NTD 9 million (exclusive) or its equivalence. For transactions not involving currency conversion (remitted out in original currency), the aggregated cap limit for the total remittance amount in each account of the Bank's internet/mobile banking on daily basis shall not exceed NTD 3 million (exclusive) or its equivalence.
- (9) The minimum amount for each fund transfer stipulated from Item (5) to Item (8) of this document made by the Customer is NTD 1,000 or its equivalent.
- (10) When executing any foreign exchange transaction via telephone/internet /mobile banking, the Customer shall make sure that the deposit balance in the NTD account from which a sum will be withdrawn or the deposit balance in such foreign currency in which the withdrawal will be made is sufficient. It shall be deemed as the sole responsibility of the Customer if foreign exchange transactions fails to be executed due to insufficient deposit balance and unsuccessful deduction. The Customer agrees that the Bank may deduct a remittance fee and telecommunication fee from any or a designated account of the Customer when the Customer executes outward remittance in foreign currency.
- (11) The Customer agrees that when using the telephone/internet/mobile banking to execute fund transfer/scheduled fund transfer between different currencies, the applicable exchange rate is the spot rate for sale/purchase posted by the Bank when such fund transfer takes place. The Bank may refuse to execute fund transfer if the foreign currency market fluctuates dramatically.
- (12) The Customer agrees that when using the telephone/internet/mobile banking to execute a fund transfer or remittance between different currencies, the applicable exchange rate is the spot rate for sale/purchase posted by the Bank when such fund transfer takes place. The Bank may refuse to execute fund transfer if the foreign currency market fluctuates dramatically.
- (13) The foreign currencies that can be transacted via internet/mobile banking are those published by the Bank and can be transacted via telephone/internet /mobile banking.



- (14) When the Customer executes any foreign currency fund transfer via telephone/internet/mobile banking, the "Regulations Governing the Declaration of Foreign Currency Receipts and Disbursements or Transactions" promulgated by the Central Bank of the ROC (Taiwan) must be complied with.
- (15) The Bank has the right to make foreign currency exchange report based on facts for and on behalf of the Customer in accordance with the foreign currency regulations. The Customer shall acknowledge all reports so made by the Bank without raising any objections. The Bank is entitled to refuse to execute any foreign currency transactions if it is aware that the Customer does not have any foreign currency quota left or such transactions cannot be legally executed.
- (16) The Bank shall periodically issue bank statements to the Customer for verification after the Customer transfers the funds via this service system. If the account balance is different from the balance recorded by the Bank or the balance recorded in the Bank's computer due to the Customer's use of this service, the Bank's records shall prevail and govern. However, after the Customer checks the transaction records provided by the Bank and spots any inconsistency, the Bank is obligated to make correction if the Bank confirms that the balance amount recorded by the Bank is inaccurate.
- (17) The Customer authorizes the Bank or the Bank's correspondent bank to transfer the amount with any appropriate method, and may use any foreign correspondent bank as the beneficiary bank or transfer bank. In the case an error is made by the foreign beneficiary bank or transfer bank unattributable to the Bank, the Bank shall not be responsible. If the Bank helps the Customer to track and make inquiries of such error, all the telecommunication fee and fees charged by foreign banks shall be borne by the Customer. The Bank may also request the Customer to make full payment before processing such request, or if the pre-paid amount is insufficient, deduct the fee from the Customer's account without notifying the Customer or obtaining the Customer's consent in advance, and the Customer shall not object to it.
- (18) The Customer agrees to bear any telecommunication cost or fees charged by foreign banks, and the Bank shall assist in the transfer, refund, or re-remittance process in the event of malfunctions of telecommunication device, wires uncontrollable by the Bank upon sending the remittance telegram that leads to delay or undeliverable of the electronic instruction of remittance, unless the Bank is attributable for any reason.
- (19) The Customer agrees that the foreign beneficiary bank may convert the currency for local currency or other foreign currency to pay the recipient or deposit to the recipient's accounts based on the exchange rate of the original currency or the daily purchase price on that day. The Customer shall not object to it.
- (20) The Customer agrees that upon outward account transfer, the foreign beneficiary bank or transfer bank is entitled to deduct any fee directly from the remittance amount based on local banking customs. The Customer shall not object. If the Customer would like to bear the fees to be charged by the foreign transfer bank, the Customer shall pre-pay the fees based on the charging standards of the Bank.
- (21) The Customer agrees that the fund to be transferred may be seized if the foreign beneficiary bank deems that the recipient of the fund to be a terrorist organization or located in a country on the sanction list. The Customer should bear the related risks.
- (22) The Bank shall periodically issue bank statements to the Customer for verification after the Customer transfers/remits the funds via this service system. If the account balance is different from the balance recorded by the Bank or the balance recorded in the Bank's computer due to the Customer's use of this service, the Bank's records shall prevail and govern. However, after the Customer checks the transaction records provided by the Bank and spots any inconsistency, the Bank is obligated to make correction if the Bank confirms that the balance amount recorded by the Bank is inaccurate.

十三、電子文件之不執行

如有下列情形之一者，貴行得不執行任何接收之電子文件：

- (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；
- (二)貴行依據電子文件處理，將違反相關法令之規定者；或
- (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。

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，以貴行電子文件或交易結果網頁方式通知立約人，立約人受通知後得以電話或書面向銀行確認。但因行動通訊電信業者傳輸訊號品質不良所造成之電子訊號不執行，不在貴行負責範圍內，惟立約人得以電話或其他與貴行約定方式查詢，貴行應儘力協助。

13. Non-execution of Electronic Documents

If there is any of the following circumstance, the Bank may select not to execute any of the Electronic Documents received:

- (1) There is concrete reason to doubt the truth of the Electronic Documents or the correctness of the designated matter;
- (2) The Bank will violate relevant laws and regulations if it processes according to the Electronic Documents; or
- (3) If due to the reason attributable to the Customer the Bank cannot deduct the fees payable by the Customer from the account

If the Bank does not execute the aforementioned Electronic Documents, it shall notify the Customer the reason for the non-execution and the circumstance by Electronic Document or webpage of such transaction results. After the notice the Customer may confirm with the Bank by phone or in writing. The Bank will not be responsible for non-execution of the Electronic Message due to the bad transmission quality of the mobile telecommunication operators, provided that the Customer may inquire by telephone or other agreed methods with the Bank and the Bank will use best efforts to assist.

十四、電子文件交換作業時限

- (一)電子文件係由銀行電腦自動處理，立約人發出電子文件，經立約人依第十條第一項貴行



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銀行規定之期限內，得撤回、修改。

- (二)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銀行營業時間時(轉帳作業之營業時間週一至週五下午三時三十分後，共同基金作業中國內、外基金交易作業週一至週五下午三時後之交易)，貴行應即以電子文件通知客戶，該筆交易將改於次一營業日處理或依其他約定方式處理。貴行因特殊因素(如例行維修等)無法提供服務時，得於貴行網站上明顯處公告之。

14. Timeframe for Electronic Documents exchange operation

- (1)The Electronic Documents are processed by the computer of the Bank automatically. After the Customer sends the Electronic Documents to the Bank and the Customer verifies the accuracy of the content via the re-verification mechanism provided by the Bank in accordance with paragraph 1 of Article 10, it cannot be withdrawn, provided that the scheduled transaction not yet due may be withdrawn or modified within the timeframe prescribed by the Bank.
- (2)After the Electronic Documents are sent to the Bank by internet, if the business time of the Bank has expired (for the fund transfer operation, after 3:30 pm, Monday to Friday; for the mutual fund operations of the domestic/offshore fund transactions, after 3:00 pm, Monday to Friday) during the computer of the Bank automatically processes it, the Bank shall notify the Customer by Electronic Documents. Such transaction shall be processed on the next business day or by other agreed ways. In the event that the Bank cannot provide service for any reason (such as regular maintenance drill), the Bank should promulgate on the company website at an area that is noticeable.

十五、費用

- (一) 立約人自使用本契約服務之日起，願依約定收費標準繳納服務費、手續費及郵電費，並授權貴行自立約人之帳戶自動扣繳；如未記載者，貴行不得收取。
- (二) 前項收費標準於訂約後如有調整者，貴行應於貴行網站之明顯處公告其內容，並於營業場所公告使立約人得知（以下稱通知）調整之內容。
- (三) 第二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，貴行應立即恢復網路銀行契約相關服務。
- (四) 前項貴行之公告及通知應於調整生效六十日前為之，且調整生效日不得早於公告及通知後次一年度之起日。
- (五) 本條之費用係指立約人因使用貴行網路銀行服務而須額外支付予貴行之費用，且不包括貴行依各產品原與立約人約定應收取之相關費用。

15. Fee

- (1) The Customer agrees to pay service fees, processing fees and remittance fees according to the agreed fee schedule starting from the date of using the services under this Contract, and authorize the Bank to deduct such fees automatically from the Customer's account. However the Bank may not charge fees for services not stated in the agreed fee schedule.
- (2) If the charging standard aforementioned is adjusted after execution of the Agreement, the Bank shall announce the content obviously on its Bank's website and business premises of the Bank to notify the Customer of the adjusted contents ("notification").
- (3) If the adjustment in the paragraph 2 is to raise the fee, the Bank shall provide an option on the website for the Customer to express whether to agree with the same or not. If the Customer does not express to agree before the effective date of the adjustment, the Bank will discontinue providing parts or the entire internet banking service to the Customer. If the Customer agrees with the fee adjustment after the effective date of the adjustment, the Bank shall revive the relevant services under the internet banking agreement.
- (4) The announcement and the notification in the preceding paragraph shall be made at least sixty days prior to the effective adjustment date and the effective adjustment date shall not be earlier than the first day of the next year after the announcement and notification.
- (5) The fees mentioned this Article refer to any extra cost that the Customer would like to incur as a result of surfing the Bank's internet, and exclude any fee related to products as committed by the Customer with the Bank.

十六、立約人軟硬體安裝與風險

- (一) 立約人申請使用本契約之服務項目，應自行安裝所需之電腦軟體、硬體或各種行動通訊設備，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。
- (二) 第一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、轉借或以任何方式交付第三人。貴行並應於網站及所提供軟硬體之包裝上載明進行本服務之最低軟硬體需求，且負擔所提供軟硬體之風險。
- (三) 立約人如因電腦操作需要而安裝其他軟硬體，有與貴行所提供之軟硬體設備併用之必要者，應遵守貴行所提供安裝之相關資料，並自行負擔其費用及風險。
- (四) 立約人於契約終止時，如貴行要求返還前項之相關設備，應以契約特別約定者為限。

16. Installment of software and hardware by Customer and the risk

- (1) For the Customer to apply for use of the service under the Agreement, it shall install the necessary computer



software, hardware or various mobile communication device and other security related equipment. The necessary fee and risk for the installment shall be borne by the Customer itself.

- (2) If the hardware and software equipment referred in paragraph 1 and the relevant documents are provided by the Bank, the Bank only agrees the Customer to use the same within the agreed service scope, and the Customer shall not transfer, lend or deliver to third party by any method. The Bank shall stipulate the minimum software and hardware requirements for this service on the website and the package of the software/hardware provided and assume the risk of the software/hardware to be provided.
- (3) In the event that the Customer needs to combine the software/hardware between the Bank and personal use, the Customer must abide by the rules provided by the Bank and responsible for the cost and any risk involved.
- (4) Upon the termination of this Agreement, if the Bank requests the Customer to return the relevant equipments referred to in the preceding paragraph, it shall be limited to those specifically stipulated in this Agreement.

十七、交易核對

- (一) 貴行於每筆交易指示處理完畢後，以貴行電子文件或交易結果網頁或電子郵件或行動銀行推播之方式通知立約人，立約人應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，得以電話或書面通知貴行查明。逾上開期限者，推定其內容無誤。
- (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，應於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。
- (三) 貴行對於立約人之通知，應即進行調查，並於通知到達銀行之日起三十日內，將調查之情形或結果以書面方式覆知客戶。

17. Verification of transaction

- (1) The Bank shall notify the Customer by Electronic Document or webpage of such transaction results or via email or SMS of mobile banking after each transaction instruction is accomplished. The Customer shall verify the accuracy thereof. If there is any incorrect, the Customer shall notify the Bank for verification within forty-five days by phone or in writing after the completion of the use. Anyone exceeding the deadline will be regarded as validating the content.
- (2) The Bank shall deliver the transaction statement of the previous month by the way agreed by both parties (no delivery of the statement if there is no transaction in the subject month). After verification, the Customer shall request the Bank to verify the transaction within forty five days by the way agreed by phone or in writing upon receipt of the transaction statement. Anyone exceeding the deadline will be regarded as approving the correctness of the content.
- (3) The Bank shall immediately verify the transaction referred in the abovementioned request notice and shall reply to the Customer in writing of the outcome within thirty days of its receipt of such request.

十八、電子文件錯誤之處理

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

立約人利用本契約之服務，其電子文件因可歸責於客戶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：

- (一) 依據相關法令提供該筆交易之明細及相關資料。
- (二) 通知轉入行協助處理。
- (三) 回報處理情形。

18. Handling of the mistake in Electronic Documents

For the Customer to use the service under the Agreement, if any of the mistakes occurs to the Electronic Documents due to the reason not attributable to the Customer, the Bank shall assist the Customer to correct and provide other necessary assistance. If the mistake occurs due to the reason attributable to the Bank, the Bank shall correct immediately upon knowledge and notify the Customer by Electronic Documents or by the way agreed by both parties simultaneously.

Where the Customer uses the services of this Agreement and there is an error to the Electronic Documents which is attributable to the Customer, in the event of any error on the financial institution code, receipt account number or the amount in the Customer's application or operation, resulting the funds wrongly transferred to other's account or wrong in the amount, the Bank shall immediately process the following steps upon the notification by the Customer to the Bank:

- (1) Provide the details and the relevant information of such transaction in accordance with the relevant regulations.
- (2) Notify the fund receiving bank to assist.
- (3) Report the processed result.

十九、電子文件之合法授權與責任

- (一) 貴行及立約人應確保所傳送至對方之電子文件均經合法授權。
- (二) 貴行及立約人於發現有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，應立即以電話或書面或電子郵件方式通知他方停止使用該服務並採取防範之措施。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：

1. 貴行能證明立約人有故意或過失。



2. 貴行依電子文件或交易結果網頁或電子郵件通知交易核對資料或帳單後超過四十五日。惟客戶有特殊事由(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。

針對第二項冒用、盜用事實調查所生之鑑識費用由貴行負責。

19. Due authorization and responsibilities of the Electronic Documents

- (1) The Customer and Bank shall ensure the Electronic Documents sent to the counterparty has been duly authorized.
- (2) If the Bank and Customer finds there is any unauthorized use or theft of the Customer's user name, password, Certificate, Private Key or there is any other circumstance without due authorization, it shall notify the other party immediately by phone or in writing or email to stop to use such service and adopt protective measure. Before the Bank accepts the notice referred to in the preceding paragraph, the Bank shall still be liable to the Customer regarding the unauthorized transaction, provided that it shall not apply under any of the following circumstances:
 - a. The Bank can prove the Customer's willful conduct or negligence.
 - b. The period after the Bank notifies of the transaction verification or the bank statement by Electronic Document or webpage of such transaction results or via email is exceeding forty-five days, provided that if there is any unusual situation occurred to the Customer (i.e. long distance travel or hospitalization) so that the notification can not reach, such period shall be counted from the end of such unusual situation until forty-five days elapse, which is exclusive of the circumstance of the Bank's willful conduct or negligence.

The identification fees for investigating the facts of the unauthorized use or the theft referred to in the paragraph (2) will be borne by the Bank.

廿、資訊系統安全

- (一) 貴行及立約人應各自確保所使用資訊系統之安全，防止非法入侵、取得、竄改、毀損業務紀錄或客戶個人資料。
- (二) 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。
- (三) 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。

20. Information system security

- (1) The Bank and Customer shall ensure the safety of the information system being used respectively, and prevent illegal entrance, acquisition, modification, damage of the business record or the Customer's personal information.
- (2) For the controversies that a third party deciphers the protective measure of the Bank's information system or uses the defects of information system, the Bank shall evidence the non-existence of such fact.
- (3) The Bank shall be liable for any damage to the Customer arising from a third party's hacking into Bank's information system.

廿一、保密義務

除其他法律規定外，貴行應確保所交換之電子文件因使用或執行本契約服務而取得立約人之資料，不洩漏予第三人，亦不可使用於與本契約無關之目的，且於經立約人同意告知第三人時，應使第三人負本條之保密義務。前項第三人如不遵守此保密義務者，視為本人義務之違反。

21. Confidentiality

Unless the law provides otherwise, the Bank shall cause and procure that the Electronic Documents exchanged between them or the Customer's information acquired due to the use or implementation of this service would not to be disclosed to others or used for any purposes irrelevant to this Agreement. If the Bank discloses the information to a third party upon the Customer's consent, the Bank shall make the third party perform the confidentiality obligation herein. Any breach of the confidentiality obligation of the third party will be deemed as breach of the disclosing party's obligation.

廿二、損害賠償責任

貴行及立約人同意依本契約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。

22. Indemnity

The Bank and the Customer agree that if the Electronic Documents transmitted or received under this Agreement is delayed, omitted or has mistake due to reason attributable to one party and thus cause the other party suffer damages, such party shall indemnify the other party the damages occurred thereon.

廿三、系統故障之權宜處理

倘因資訊系統故障或線路中斷，貴行得暫停提供電話/網路/行動銀行之各項服務。約定轉帳之立約人憑存摺(或票據)、印鑑至櫃檯提款時，倘適值貴行離線作業中，於貴行未能確定餘額前，其可提領之金額概以貴行估算者為準，貴行並保留事後追索權。

23. Temporary treatment upon system shutdown

If the information system shuts down or the line is broken off, the Bank may temporarily suspend the provision of the various services such as telephone banking / internet / mobile banking. If the Customer who applied for transfer to agreed accounts presents to the counter to withdraw with the bank book (or negotiable instruments) and specimen chop and the Bank is in off-line operation, before the Bank ensures the balance, the balance amount shall be determined according to the Bank's estimation,

and the Bank reserves the right of recourse.

廿四、通信中斷

立約人使用本服務進行各項交易時，若遇下列不可抗力或非可歸責於貴行之因素，造成通信功能喪失或中斷致使交易或其他指示遲延或無法完成者，概由立約人自行負責，與貴行無涉：

一、斷電、斷線、網路傳輸干擾、電信壅塞或第三人破壞。

二、因個人因素造成停話(如未繳電信費用)，或因讓與、轉借、提供擔保等原因而發生任何糾葛或損害者。

24. Disconnection

If the Customer encounters any force majeure or incidents not the responsibility of the Bank when using any transaction services that leads to loss of the communication, disconnection causing the transaction or other instruction delayed or incomplete, the Customer should take full responsibility without any involvement of the Bank.

(1) Power suspension, disconnection, internet transmission issue, communication congestion or any damage by a third party.

(2) Call failure as a result of personal issue (such as not paying the phone bill) or any dispute and damage as a result of giving, lending or providing a guarantee.

廿五、紀錄保存

(一) 貴行及立約人應保存所有交易指示類電子文件紀錄，並應確保其真實性及完整性。

(二) 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，依其規定。

25. Book keeping

(1) The Bank and Customer shall keep all Electronic Documents regarding transaction instruction, and shall ensure the truth and completeness.

(2) The Bank shall exercise the care of a good administrator to keep the aforementioned record. It shall be kept for at least five years, provided that if there is any law or regulation providing a longer period, such law or regulation shall apply.

廿六、電子文件之效力

貴行及立約人同意以電子文件作為表示方法，依本契約交換之電子文件，其效力與書面文件相同。但法令另有排除適用者，不在此限。

26. Effect of Electronic Documents

The Bank and Customer agrees to use the Electronic Documents as the method of expression and that the Electronic Documents exchanged between them under this Agreement have the same effect as written documents, provided that the above shall not apply if any regulations exclude such application.

廿七、銀行暫停系統服務

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、備案證明，書面申訴時，貴行得無須書面通知逕自暫停系統服務。

27. Suspension of system service by the Bank

The Customer shall not use the account under this service for illegal or irregular purpose such as money laundering or fraud, or deceive to damage the credit of the Bank. If the Bank determines that the account is for improper use, or it is true after investigation, or the Bank receives from third party the certificate for report the case to the police or prosecutor office or written complaints, the Bank may suspend the system service unilaterally without written notice.

廿八、立約人終止服務條款

立約人得隨時終止本服務條款，但應親至貴行分行櫃台或書面辦理。

28. The Customer may terminate these service terms and conditions at any time provided that he/she shall process it in person, in writing or over the Bank's counter.

廿九、貴行終止服務條款

貴行終止本服務條款時，須於終止日三十日前以書面通知立約人。立約人如有下列情事之一者，貴行得隨時以書面或雙方約定方式通知立約人終止本服務條款：

(一) 立約人未經貴行同意，擅自將服務條款之權利或義務轉讓第三人者。

(二) 立約人依破產法聲請宣告破產或消費者債務清理條例聲請更生、清算程序者。

(三) 立約人違反本服務條款第廿二條至第廿四條之規定者。

(四) 立約人違反本服務條款之其他規定，經催告改善或限期請求履行未果者。

29. Service termination by the Bank

The Bank may terminate these service terms and conditions by serving a written notice thirty days prior to the termination date to the Customer, provided that the Bank may terminate these service terms and conditions by serving a written notice to the Customer or by the way agreed by both parties if any of the following occurs to the Customer:

(1) The Customer transfers the rights or obligations under the service terms and conditions to a third party without the Bank's consent.

(2) The Customer applies for bankruptcy according to Bankruptcy Act or applies for rebirth or liquidation proceeding according to the Act Governing the Consumer Debt Clearance.

(3) The Customer violates Articles 22 to 24 of these service terms and conditions

(4) The Customer violates other stipulations of these service terms and conditions and fails to correct upon notification



or perform within the specified period requested.

三十、立約人結清所有存款帳戶且於貴行已無其他產品往來時，貴行得停止提供網路/行動銀行服務
30. When the Customer closes all deposit accounts and doesn't have any other products with the Bank, the Bank may terminate the internet/mobile banking services.

三十一、服務條款修訂

本服務條款如有修改或增刪時，貴行以書面或雙方約定方式通知立約人後，立約人於七日內不為異議者，視同承認該修改或增刪條款。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、新舊條款內容，暨告知立約人得於變更事項生效前表示異議，及立約人未於該期間內異議者，視同承認該修改或增刪條款；並告知立約人如有異議，應於前項得異議時間內通知貴行終止契約：

- (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。
- (二) 其他經主管機關規定之事項。

31. Amendment to the service terms and conditions

The Bank will notify the Customer in writing or by the way agreed by both parties of any amendment or supplement to the service terms and conditions. If the Customer does not raise any objections within seven days, it shall be deemed that the Customer recognizes such amendment or supplement. However, in case of any change of the following items, the Bank shall notify the Customer in writing or by the way agreed by both parties sixty days prior to such change and the changed items and comparison of both old and new terms and conditions shall be marked obviously in such written documentation or by the way agreed by both parties. The Bank shall also inform the Customer that he/she may raise objections before the changed items become effective and the Customer will be deemed as agreeing with the amendment or supplement if no objection is raised with such period and shall further inform the Customer that he/she may notify the Bank to terminate this Agreement within the aforesaid objection period if he/she has any objection:

- (1) The way that the Bank or the Customer notifies the other party upon any unauthorized use or theft of the user name, password, Certificate, Private Key or any other circumstances without due authorization.
- (2) Any other items stipulated by the competent authority.

壹拾肆、電子對帳單約定條款

XIV. 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.

壹拾伍、特定金錢信託投資國內外有價證券信託契約

XV. 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：台北市松山區敦化北路 135 號 9-11 樓

網址：www.KGIbank.com.tw

Trustee: KGI Bank

Address: No.135,9~11F Dunhua N.Rd.,Songshan Dist., Taipei 10502

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 administrator, 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、電話/網路/行動銀行委託方式，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 by telephone wealth management service channel, telephone/internet/mobile banking mandate, 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 they shall fill out the application related documents pursuant to the regulations of the Trustee, and the stamp specimen 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，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則另有規定，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.

壹拾陸、委託轉帳代繳各項費用約定事項

XVI. Agreement to authorize transfer from the account to make payments

一、立約定書人(以下簡稱立約人)委託凱基商業銀行(以下簡稱貴行)轉帳代繳立約人或第三人之各



項公用事業、全民健康保險費、勞工保險費或(及)勞工退休金提繳費及其他經貴行同意之各項費用，應先指定扣繳之存款帳戶(以下簡稱指定轉帳代繳帳戶)，並以書面或透過自動化設備、網路或其他經貴行同意之方式提出申請。如因約定書內容填寫不全、錯誤(含指定轉帳代繳帳戶之原留印鑑不符)或其他原因(立約人與該代繳單位間之原因)致貴行無法辦理轉帳，則約定書不生效力，所受損失由立約人自行負責(得檢附最近月份代繳費用繳納單據或收據影本參考)。

1. The Customer authorizes KGI Bank (the "Bank") to transfer money to make payments on behalf of the Customer or other third parties for public utilities, national health insurance, labor insurance and (or) labor pension fund, and any other expenses consented by the Bank. The savings account (referred to as "designated payment transfer account") from which the money will be withdrawn to make payments must first be specified, and application shall be made in paper or via automated devices, the Internet or other means consented by the Bank. If the agreement misses information or contains errors (including inconsistent stamp for the designated payment transfer account) or for other reasons (Issues arising from the Customer and payment receivers) resulting in the Bank unable to make transfer payments, then this agreement is no longer in effect. The Customer is responsible for all the losses and damages caused. (May attach the latest transfer payment slips or receipt copies of the subject month for reference)
- 二、立約人向貴行申請轉帳代繳各項公用事業費用後，同意貴行經洽公用事業單位同意並完成建檔之日起履行代繳義務，在未洽妥並履行代繳前，各月份之費用仍由立約人自行繳納。
2. The Customer agrees that after applying to the Bank to make payments for public utilities, the Bank's obligation begins after it has reached the public utilities to obtain consent and completed the needed filing. The Customer is responsible for all the payments for each month before the Bank has reached the public utilities and performed its obligation.
- 三、貴行受託繳訖當月份各項公用事業費用後，其費用數據概由各公用事業單位逕行寄發委託人。立約人若須於貴行代繳公用事業費用前取得各公用事業費用繳費通知及明細，應由立約人與各該公用事業單位申請，貴行不負寄發各公用事業單位之繳款通知及明細；立約人不得以未收到各公用事業單位之繳費通知為理由或主張代繳之費用有爭議而拒絕繳納，並同意由立約人向各公用事業單位查詢並尋求解決，若經查明確可減收費用，亦應由公用事業單位直接退款予立約人。
3. After the Bank arranges for the transfer payments of the subject month to various public utilities, the bills are to be issued by the public utilities to the Customer. If the Customer wishes to obtain the bills and transaction details before the Bank makes the public utility payments, he/she should contact the public utilities for application. The Bank is not responsible for sending the bills and transaction details from the public utilities. The Customer cannot refuse payments on the ground of not having received the bills or that the payments are in dispute or questionable. The Customer also agrees that he/she will inquire and resolve those issues with the public utilities. If credits are to be granted upon investigation, public utilities should make the refund to the Customer directly.
- 四、立約人於貴行開立之轉帳代繳帳號其代繳應繳費用總額，倘立約人向貴行申請數項轉帳代繳費用，致需同一天內自同一帳戶執行數項扣款交易時，貴行有權自行決定各項扣款之先後順序。另倘因指定扣繳帳戶存款不足、遭法院扣押或發生繼承等情事，致使貴行無法自指定之存款帳戶全額代繳時，貴行即將繳費資料退回代繳單位，因此須負擔之滯納金或罰款及遭受停用等情事所起之損失及責任，概由立約人自行負責處理，貴行並無墊款或部份付款之義務。如遇前項情事，貴行得終止代繳之約定。立約人在未終止委託前，不得藉故拒絕繳費，若因此招致之損失及責任，概由立約人自行負擔。
4. With respect to the total amount of payments for transfer accounts that the Customer has with the Bank, if the Customer has applied with the Bank for multiple transfer payments which need to be executed from the same account on the same day, the Bank has the right to determine the sequence of payments to be made. In the event there are insufficient funds in the account, the fund is frozen by court order or the fund is unavailable due to heritage issues, resulting in the Bank being unable to make all the payments from the designated account, the Bank will return the bills to the senders. The Customer is responsible for all the related late payments, fines or losses and damages caused by any interruption of services. The Bank is not responsible for making any partial payments or advance payments. If the aforementioned events occur, the Bank may terminate the transfer payment agreement. Before ending the authorization, the Customer cannot refuse to make payments. Any associated losses and liabilities will be borne by the Customer.
- 五、立約人委託貴行轉帳代繳勞工保險費(含勞保費、墊償費、就保費)、勞工退休金、全民健康保險費者，倘指定轉帳代繳帳戶餘額不敷繳付時，貴行應於次月十五日(如遇假日為其次一營業日)再行轉帳乙次(即十四日帳戶需足夠餘額以供備付)，倘仍存款不足，則由繳款人自行持保險費繳款單至指定之金融機構繳納。如因此須負擔滯納金，概由立約人負責。
5. In the case when the Customer authorizes the Bank to make payments for labor insurance (including labor insurance fees, compensation fees, employment insurance fees), labor pensions or national health insurance, and the designated account has insufficient balance to transfer, the Bank will try another transfer on the 15th (the next business day if it is a holiday) of the next month (meaning the account needs to have sufficient balance for payment on the 14th). If the account balance is still insufficient, the Customer must take the insurance bills to pre-specified financial institutions to make payments on his/her own. The Customers are responsible for any late fees incurred.
- 六、立約人委託代繳各項費用之用戶編號或號碼，若貴行接獲各公用事業單位或台灣票據交換所改號通知時，立約人同意貴行無須通知立約人，得逕就新編號或號碼發生之費用，繼續自立約人指定轉帳代繳帳戶轉帳代繳。
6. The Customer agrees that in the case the Customer authorizes the Bank to make payments, and the Bank receives notices from public utilities or Taiwan Clearing House regarding changes on customer number or ID, the Bank does not need to inform the



Customer regarding the change and can continue to pay the fees associated with the new customer number or ID from the designated payment transfer account.

- 七、貴行及立約人皆得隨時以書面通知對方終止委託代繳之費用項目，立約人擬終止委託時，需填寫本約定書送交貴行提出申請。立約人未終止委託代繳約定或貴行接受終止代繳申請生效前，仍需依本約定書繳納各項公用事業費用。終止約定代繳約定後，如欲重新辦理，需由立約人重新填寫約定書提出申請。
7. Both the Bank and the Customer may notify the other party in writing the termination of payment authorization. When the Customer wishes to initiate the termination, he/she needs to fill out the agreement form and apply to the Bank. Before the Customer terminates the payment authorization or before the Bank's acceptance of the termination becomes effective, payments to the public utilities must still be made according to this agreement. If the Customer wishes to re-activate the payment authorization after it has been terminated, he/she needs to fill out the agreement form again to apply for it.
- 八、立約人在未終止委託代繳前自行結清指定轉帳代繳帳戶時，即視為自動終止代繳之約定。
8. If the Customer closes his/her designated payment transfer account before the payment authorization terminates, it shall be deemed that the authorization is terminated.
- 九、立約人對代繳費用、費率、費額之計算暨退補費用等事項，如有疑義，應自行與各代繳單位洽詢。
9. If the Customer has questions regarding the payment amount, rates, calculation or reimbursement, he/she shall contact the payment receivers for their inquiries.
- 十、本約定事項如有未盡事宜者，悉依法令或台灣票據交換所「媒體交換自動轉帳業務」或各代繳單位有關規定辦理。
10. For situations and matters not stipulated in this agreement, it shall be governed by the related laws and regulations, Taiwan Clearing House's "Automated Clearing House" or relevant rules from the payment receivers.
- 十一、公用事業單位辦理代用戶指定帳戶匯入無實體電子發票中獎獎金約定事項：
11. Agreement on transferring public utilities' virtual e-invoice prize money to designated payment account
 - (一)依財政部 105 年 2 月 16 日公告「公用事業申請辦理代用戶指定帳戶匯入無實體電子發票中獎獎金作業規定」辦理。(相關資料請上公用事業單位網站/電子發票平台查詢)，嗣後有變動時應依變動後規定辦理。
 - (1) It shall be handled in accordance with the "Regulations Governing Public Utilities' Application to Transfer Virtual E-Invoice Prize Money to Designated Account" issued by the Ministry of Finance on February 16, 2016. (Please refer to public utilities' websites/e-invoice platform for relevant information.) If there are any amendments to the regulations, the amended regulations shall govern.
 - (二)如代繳單位為適用之公用事業單位將主動對獎並將獎金匯入立約人原指定轉帳代繳帳戶中；倘遇領獎疑義，則需將原已匯款獎金回復，待疑義釐清無誤後，再行給獎。
 - (2) In the case when the payment receiver qualifies for the applicable public utility, it will check whether the prize is awarded and if yes, transfer prize money to the Customer's designated payment transfer account, and if there are disputes or doubts regarding the prize money, then the transferred money needs to be returned and be re-transferred after the issues have been resolved.
 - (三)立約人於新申辦委託代繳時，不同意統一發票五獎、六獎及無實體電子發票專屬仟元獎金匯入原扣款帳戶者，請於「委託/(獎金入戶)」欄位勾選「不同意」欄位；已申請委託代繳後，如不同意中獎獎金入戶，請立約人自行洽公用事業單位取消，公用事業單位依規定應列印各該期中獎電子發票證明聯交付用戶兌領獎或通知用戶自行至超商列印中獎電子發票證明聯。
 - (3) If the Customer does not wish the fifth prize, sixth prize or the NTD 1000 prize exclusively reserved for virtual e-invoices to be transferred to their designated payment accounts, he/she should tick the "No" box under the "Authorization/(Transfer award money to the account) section when he/she applies for new payment authorizations. If the Customer does not want the prize money to be transferred to his/her account after the payment authorization has been applied, the Customer will need to contact the public utilities and cancel the prize money transfer on their own. Based on the regulations, public utilities need to send printouts of e-invoices winning prize money in every period to their customers or notify the customers to print out their winning invoices on their own in convenience stores.

壹拾柒、外幣設價服務約定條款

XVII. Terms and Conditions for Foreign Currency Price Setting Services:

立約人向凱基商業銀行股份有限公司(以下簡稱貴行)申請外幣間轉換設價服務及因此所辦理之外幣即期交易，其權利義務以及相關帳戶之作業約定，悉依下列條款辦理之：

Where the Customer applies to KGI Commercial Bank Co., Ltd. (hereinafter referred to as the Bank) for the foreign currency conversion price setting service and the foreign currency spot transactions handled by the Bank accordingly, the relevant rights and obligations as well as the agreement governing the operations of the related accounts shall be handled in accordance with the following terms and conditions:

一、名詞定義

1、Definitions

(一)外幣設價：立約人指示貴行以立約人自行設定之匯率辦理幣別轉換買賣交易。

(1) Foreign currency price setting: The Customer instructs the Bank to conduct currency conversion and purchase and sale transactions at the exchange rate specified by the Customer.



- (二) 客戶交易匯率(即立約人外幣幣別轉換所使用之匯率)：為立約人自行設定之匯率，當市場匯率觸及銀行執行匯率時，該筆外幣設價即以客戶交易匯率(即目標匯率)執行幣別轉換；但若外幣設價服務型態為停損單時，當市場匯率觸及銀行執行匯率時，該筆外幣設價將依市價執行幣別轉換。當立約人所設定之客戶交易匯率與市場匯率太接近時，有可能因此發生系統無法接受其設定之外幣設價服務。
- (2) The exchange rate specified by the Customer (the exchange rate used for the Customers' foreign currency conversion): It refers to the exchange rate specified by the Customer personally. When the market exchange rate reaches the Bank's execution exchange rate, the foreign currency will be converted at the exchange rate (i.e., the target exchange rate) specified by the Customer; However, if the service type of the foreign currency price setting is a Stop Order, when the market exchange rate hits the Bank's execution exchange rate, the foreign currency will be converted according to the market exchange rate. When the exchange rate specified by the Customer is too close to the market exchange rate, the system may not be able to accept it.
- (三) 銀行執行匯率：為決定該外幣設價服務是否成交之匯率，該匯率於受理外幣設價申請時設定，外幣設價服務中各匯率間之差值為貴行提供該服務所需之各項管銷費用及成本。立約人可於市場或與其他銀行進行匯率比較後，自行判斷並決定是否向貴行申請外幣設價服務。
- (3) The Bank's execution exchange rate: It refers to the exchange rate to determine whether the foreign currency price setting service reaches a deal. The exchange rate is specified when the application for foreign currency price setting is accepted. The difference between the exchange rates in the foreign currency pricing setting service is the various management expenses and costs required by the Bank to provide the service. The Customer can make his/her/its own judgment and decide whether to apply for foreign currency price setting service from the Bank after comparing the exchange rates in the market or with other banks.
- (四) 成交：係指市場匯率觸及外幣設價所設定之銀行執行匯率。
- (4) Reaching a deal: It refers to that the market exchange rate reaches the Bank's execution exchange rate for the foreign currency price setting.
- (五) 執行：貴行於確認外幣設價成交後，將依約為立約人以客戶交易匯率執行幣別轉換交易。
- (5) Execution: After confirming that the foreign currency price setting reaches a deal, the Bank will execute the currency conversion transaction for the Customer at the exchange rate specified by the Customer according to the agreement.
- (六) 成交日：為市場匯率觸及外幣設價所設定之銀行執行匯率之日。成交日通常為國際外匯市場交易日，該日可能非為貴行營業日。
- (6) Transaction date: It refers to the date when the market exchange rate reaches the Bank's execution exchange rate determined for the foreign currency price setting service. The transaction date is usually an international foreign exchange market trading day, which may not be the business day of the Bank.
- (七) 執行日：為實際執行幣別轉換之日，是日須為貴行營業日。若外幣設價之成交日為貴行營業日且執行時間為貴行系統維護時間前，則當日即為執行日；反之，若為貴行系統維護時間後或若成交日非貴行營業日者，將以成交日後次一營業日為執行日。確認外幣設價成交後，貴行將於執行日為立約人以客戶交易匯率執行幣別轉換交易。
- (7) Execution date: It refers to the date when the currency conversion is actually executed, and it must be the Bank's business day. If the transaction date for the foreign currency price setting is the Bank's business day and the execution time is before the Bank's system maintenance time, then the transaction date is the execution date. Conversely, if it is after the system maintenance time of the Bank or if the transaction date is not the Bank's business day, the next business day of the transaction date will be the execution date. After confirming that the foreign currency price setting reaches a deal, the Bank will execute the currency conversion transactions for the Customer at the exchange rate specified by the Customer.
- 二、立約人申請外幣設價前，需於貴行開立外匯活期存款帳戶或外匯綜合存款帳戶並於帳戶中留存足夠之交易款項。
2. Before applying for the foreign currency price setting, the Customer must open a foreign exchange demand deposit account or a comprehensive foreign exchange deposit account with the Bank and keep sufficient transaction amount in the account.
- 三、外幣設價服務可交易之管道及其可提供交易之外幣幣別將於貴行網站公告。本外幣設價服務僅限立約人本人同一外匯活期(或綜合)存款帳戶間之外幣交易且不涉及新臺幣兌換，日後若有變動須依貴行當時規定辦理。執行交易時，兌換金額之計算依幣別而有所不同：若兌換幣別為日幣時，其兌換金額將以四捨五入方式計算至整數位；兌換其他外幣時將以四捨五入方式計算至小數點後二位。
3. The transaction channels of the foreign currency price setting service and the foreign currencies available will be announced on the Bank's website. The foreign currency price setting service is limited to foreign currency transactions between the currencies in the Customer's own foreign exchange demand (or comprehensive) deposit account and shall not involve the conversion of New Taiwan dollars. Any change shall be handled in accordance with the prevailing regulations of the Bank. When executing a transaction, the calculation of the conversion amount varies by currencies. If the exchange currency is Japanese yen, the exchange amount will be rounded off to the nearest whole number. If the exchange currency is other foreign currencies, the exchange amount will be rounded off to the nearest two decimal places.
- 四、每筆外幣設價服務最低承作金額悉依貴行營業場所或網頁公告規定辦理。
4. The minimum acceptable amount of each foreign currency price setting service shall be based on the Bank's announcement in the business premises or on the website.
- 五、外幣設價服務時間：立約人申請設定外幣設價條件、終止外幣設價及查詢外幣設價內容等相關事



宜，應在貴行之營業日為之(不包括國定假日、政府機構公告停止上班日、貴行依規定對外停止營業日)，若遇臺灣之銀行休假日(包括調整週末為補行上班日)但同時為或非為國際外匯市場休市日，貴行將視情況決定是否可接受立約人外幣設價或終止外幣設價之申請。貴行可能因電腦系統故障、系統維護期間或不可抗力事故導致無法提供本服務。貴行營業日各服務管道之受理時間悉依申請外幣設價當時貴行之規定辦理。

5. Service period for the foreign currency price setting: The Customer shall apply for setting the foreign currency price setting conditions, terminating the foreign currency price setting, making inquiries, and the relevant matters during the Bank's business days (excluding national holidays, non-working days according to announcements by a government agency, and days when the operation of the Bank is suspended as required). If a non-working day of banks in Taiwan (including supplemental working days over the weekend) is or is not a non-working day in the international foreign exchange market, the Bank will decide whether to accept the Customer's application for the foreign currency price setting service or for terminating the foreign currency price setting service. The Bank may be unable to provide this service due to computer system failure, system maintenance, or force majeure. The acceptance time of each service channel of the Bank on a business day shall be based on the regulations of the Bank at the time of applying for the foreign currency price setting service.
- 六、立約人提出外幣設價申請時及外幣設價有效期間內，其存款帳戶需留存足夠之外幣金額作為所申請之外幣設價交易之用，倘立約人存款帳戶中未存有足額款項，貴行得拒絕該筆外幣設價之申請；立約人並同意貴行於接受立約人外幣設價申請時，得逕行將該筆外幣設價申請轉出之外幣金額予以圈存(經圈存之外幣金額將不能動用或交易)，若該筆外幣設價確定終止或未成交，貴行將解除該筆圈存之金額。
6. When a Customer applies for a foreign currency price setting service and during the validity period of the foreign currency price setting service, the deposit account of the Customer must retain a sufficient amount of foreign currency for the requested foreign currency price setting transaction. If the Customer's deposit account does not have sufficient funds, the Bank may reject the subject application for the foreign currency price setting service. The Customer also agrees that when accepting the Customer's foreign currency price setting service application, the Bank may earmark the amount of the foreign currency to be transferred for the application of the foreign currency price setting service (the amount of foreign currency earmarked cannot be used or transacted). If the exchange of the foreign currency is terminated or does not reach a deal conclusively, the Bank will release the amount earmarked.
- 七、授權扣款及入帳：因外幣設價所生之買賣款項及費用，立約人授權貴行以自動扣款及入帳方式依立約人透過電話或書面設定之外幣設價內容及指定帳戶逕行扣款及入帳；若遇電腦系統故障、系統維護期間或不可抗力事故，致貴行無法於立約人扣款帳戶進行扣帳作業時，立約人同意貴行得順延至障礙事由排除後或貴行恢復營業後三個營業日內再執行。如授權扣款帳戶接獲執行署、法院或其它機關執行命令時，立約人瞭解貴行須依執行命令辦理。
7. Authorization to deduct and account transfer: For the purchase and sale amount as well as the expenses of foreign currency price setting, the Customer authorizes the Bank to, by the method of automatic deduction and account transfer, directly deduct from and transfer into the designated account according to the terms of the foreign currency price setting set by the Customer via the phone or in writing. In the event of a computer system failure, system maintenance or force majeure where the Bank cannot conduct the operations of account deduction in the Customer's designated account, the Customer agrees that the Bank may postpone the operations until the cause of the obstacle is eliminated or 3 business days after the Bank resumes operations. If the Bank receives an execution order from the enforcement agency, court or other agencies regarding the account to be deducted, the Customer understands that the Bank must proceed in accordance with the execution order.
- 八、有效期間／外幣設價有效截止日期：外幣設價有效期間計有以下三種，並以每日銀行營業日上午九點為日期轉換時點。立約人得依需要於提出外幣設價申請時指定該筆外幣設價之有效期間：
8. Validity period / validity expiry date of foreign currency price setting service: There are three types of validity period for the foreign currency price setting service, and 9:00 am of each banking business day is the conversion time. The Customer may designate the validity period of the subject foreign currency price setting service when applying for the service:
 - (一)當日有效(Good till day)：此類外幣設價時效以當日為限；當日係指以受理日起算至次一銀行營業日上午九點止。若該外幣設價於前述之有效期間未成交，即行失效。
 - (1) Good till day: The time limit for such foreign currency price setting is limited to the current day; the current day means the period from the acceptance date to 9 am of the next banking business day. If the foreign currency price setting does not reach a deal during the aforementioned validity period, it will become invalid.
 - (二)當週有效(Good till week)：此類外幣設價時效以當週為限；當週係指以受理日起算至下週的第一個銀行營業日上午九點止。若該外幣設價於前述之有效期間未成交，即行失效。
 - (2) Good till week: The time limit for such foreign currency price setting is limited to the current week; the current week means the period from the acceptance date to 9 am on the first banking business day of the next week. If the foreign currency price does not reach a deal within the aforementioned validity period, it will become invalid.
 - (三)自訂有效期間(Good till expiry)：此類外幣設價時效至立約人自行設定之有效截止日期，但該截止日期應為銀行營業日且外幣設價之有效期間最長以一個月(或申請外幣設價當時貴行所訂得受理外幣設價之期間)為限。立約人自訂外幣設價有效截止日期者，其有效期間為受理日至所設定之有效截止日期當日上午九點止。若該外幣設價於前述之有效期間未成交，即行失效。
 - (3) Good till expiry: The time limit for such foreign currency price setting is limited to the effective deadline set by the Customer, but the deadline should be a banking business day and the validity period of the foreign currency price setting shall not exceed



one month (or the maximum period specified by the Bank to accept at the time when applying for the foreign currency price setting service). Where the Customer sets a validity expiry date for the foreign currency price setting service, the valid period shall be from the acceptance date to 9 am on the set effective expiry date. If the foreign currency price setting does not reach a deal within the aforementioned validity period, it will become invalid.

九、成交及執行交易：外幣設價之銀行執行匯率將決定該筆外幣設價交易成交與否；亦即市場匯率須觸及執行匯率時，立約人之該筆外幣設價才會成交，貴行將依立約人授權扣款及入帳指示為立約人以客戶交易匯率執行幣別轉換交易。

9. Closing and execution of transactions: Whether the foreign currency price setting transaction will reach a deal or not will be determined based on the execution exchange rate of the foreign currency price setting service. In other words, when the market exchange rate reaches the execution exchange rate, the Customer's foreign currency price setting transaction will reach a deal. The Bank will execute the currency conversion transaction for the Customer at the exchange rate specified by the Customer in accordance with the Customer's authorized deduction and account transfer instructions.

十、終止外幣設價：在立約人申請之外幣設價未成交且仍在有效期間內，立約人得於貴行外幣設價服務受理時間內向貴行申請終止該筆外幣設價，設價型態內如包含兩筆留單內容(如二擇一單、接連單)，於立約人提出終止設價申請時，會針對尚未成交且在有效期間內之留單予以終止，惟立約人須瞭解由於市場交易以及進行指示交易之相關交易系統回傳之時間差或系統連結之界面設計，立約人於申請終止外幣設價時，該筆外幣設價可能已經成交或有其他事由而不能終止，故貴行受理終止外幣設價之申請，並不保證該筆外幣設價不會成交。一旦該筆外幣設價確定無法終止，貴行得按原外幣設價內容執行後續交易等相關事宜。

10. Termination of foreign currency price setting:

When the Customer's application for a foreign currency pricing transaction is not concluded and is still valid, the Customer may apply to the Bank to terminate the foreign currency pricing transaction within the acceptance time of the foreign currency pricing service. If the applicable foreign currency price setting types include two transactions (such as OCO and ID), while the Customer applies for termination of foreign currency pricing, the transaction not concluded and still valid will be terminated. However, the Customer must understand that the interface design of the system link may have a problem with the difference in operating time due to market transactions and the return of the relevant transaction system in accordance with the instructions. When the Customer applies to terminate the foreign currency pricing transaction, the foreign currency pricing transaction may have already been concluded or there are other reasons affecting the transaction, so the Bank accepts the application to terminate the foreign currency pricing transaction but does not guarantee that the foreign currency pricing transaction will not be completed. Once it is determined that the foreign currency pricing transaction cannot be terminated, the Bank may execute subsequent transactions and other related matters according to the original foreign currency pricing content.

十一、外幣設價一經貴行受理即不得變更，如立約人欲修改外幣設價條件(如幣別、金額、交易匯率..等)需依前條約定申請終止外幣設價後再重新以新條件申請承作。

11. The foreign currency price setting is irrevocable after accepted by the Bank. If the Customer wants to modify the terms and conditions of the foreign currency setting (such as currency, amount, exchange rate, etc.), he/she/it shall apply for termination of the foreign currency price setting according to the aforementioned provision and then re-apply for the transaction with the new terms and conditions.

十二、確認外幣設價條件及交易憑證：立約人透過貴行各分行申請外幣設價時，以「外幣設價服務申請書」所確認之內容為準；透過貴行電話客服中心申請外幣設價時，其交易幣別、客戶交易匯率、銀行執行匯率、交易型態及有效期間等條件內容均以貴行在電話中所為之確認內容為準。於外幣設價服務設定後，立約人可透過分行、電話客服中心、綜合對帳單及貴行所提供其他可查詢之方式查詢外幣設價明細或幣別轉換交易。

12. Confirmation of foreign currency price setting conditions and transaction vouchers: When the Customer applies for foreign currency price setting through any branch of the Bank, the details of the foreign currency price setting will be based on the content specified under the "Application for Foreign Currency Price Setting Service". When the Customer applies for foreign currency price setting service through the Bank's customer telephone service center, the transaction currency, exchange rate specified by the Customer, bank execution exchange rate, transaction type and validity period, etc., are subject to the content confirmed by the Bank on the phone. After the foreign currency price setting service is set, the Customer may review the details of the foreign currency price setting or the currency conversion transactions through branches, customer telephone service centers, comprehensive statements and other inquiry methods provided by the Bank.

十三、立約人同意以最後留存於貴行之電子郵件 E-MAIL 作為雙方約定之通知方式，以提供外幣設價之申請、終止、交易執行、交易到期未成交之通知。立約人瞭解貴行自接獲立約人變更電子郵件通知時，因配合系統需一個工作日之作業期間，倘立約人變更電子郵件之日與上述事實之發生日相同者，立約人該次仍須以變更前之電子郵件接受通知，後續則依變更後的電子郵件接受通知。

13. The Customer agrees to use the email address last retained with the Bank as the notification method agreed by both parties, through which the notifications regarding the application, termination, transaction execution, and transaction expiration where the deal is not reached of the foreign currency price setting service will be made. The Customer understands that when the Bank receives the notification of email address change, it will take one business day to register in the system. Thus if the date of the email address change by the Customer is the same with the occurrence date of the above facts, the Customer must accept the notification by the email address before the change, and then receive notifications by the other email address after the change.

十四、外幣設價服務僅限外幣交易，外幣轉換可能因匯率變動而發生機會或風險，且將外幣換回新臺



幣時可能遭受損失，最大可能損失為全部金額。立約人申請外幣設價服務時所設定之轉出或轉入幣別為立約人自行選擇，立約人須留意並明白各幣別風險(包含但不限於匯率市場風險、國家風險、流動性風險...等等)後再透過貴行申請外幣設價服務。外幣設價服務及成交執行後之幣別轉換並非匯率選擇權，立約人辦理外幣設價服務不享有匯率選擇權權利。

14. Foreign currency price setting services are limited to foreign currency transactions. Foreign currency conversion may trigger opportunities or risks due to changes in the exchange rates, and Customers may suffer losses when they convert the foreign currencies back into New Taiwan dollars. **In the worst case, Customers may lose the entire amount.** When applying for a foreign currency price setting service, the Customer selects the currency type for conversion out or conversion in itself/himself/herself. The Customer must pay attention to and understand the risks of each currency (including but not limited to exchange rate market risks, country risks, liquidity risks, etc.) before applying for foreign currency price setting services through the Bank. The foreign currency price setting services and currency conversions after the execution of the transactions are not exchange rate options, and the Customer does not enjoy the exchange rate options when applying for the foreign currency price setting services.

十五、除本約定條款另有規定外，立約人透過貴行電話客服中心或其他貴行同意之方式所為本服務或交易，均應適用一般約定條款及電話銀行約定條款之各項規定。

15. Except as otherwise provided in the terms of this Agreement, when the Customer applies for this service or transaction through the customer telephone service center or other means agreed by the Bank, both the general agreement clauses and the agreed terms of the phone banking service shall apply.

十六、若有法令變更、市場匯率波動劇烈或天災等因素發生時，貴行得拒絕外幣設價申請或終止之要求。

16. In the event of changes in laws and regulations, severe exchange rate fluctuations in the market, or natural disasters, the Bank may refuse the request for application or termination of the foreign currency price setting.

十七、本服務應優先適用本約定條款，本約定條款未特別約定者，則適用外匯一般性約定、外匯活期/定期存款約定條款、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(含其變更或修訂)。

17. The terms of this agreement shall apply to this service in priority. Where the terms of this agreement have no special provisions, the general foreign exchange agreement, foreign exchange demand / time deposit agreement clauses, foreign exchange comprehensive deposit agreement clauses, general agreement clauses, and relevant laws and regulations of the regulatory authority (including changes or amendments) shall apply.

十八、倘有任何交易糾紛，立約人可向貴行申訴專線(02) 2232-1296 或透過貴行網站線上留言等方式提出申訴。並得依相關法令規定向財團法人金融消費評議中心進行調處或評議，或其他爭議處理機制解決。

18. If there is any transaction dispute, the Customer may file a complaint through the Bank's complaint hotline (02) 2232-1296 or via a message on the Bank's website. The Customer may also apply to the Financial Ombudsman Institution for mediation or review in accordance with relevant laws and regulations, or adopt other dispute resolution mechanisms to resolve the disputes.

外幣設價型態簡介

Introduction to the types of foreign currency price setting

以下就交易市場普遍之外幣設價型態加以說明：

The following explains the general types of foreign currency price setting in the trading market:

一、限價單 (Limit Order)：於外幣設價有效期間內，倘市場匯率觸及外幣設價所設定之銀行執行匯率時，銀行始依客戶交易匯率為客戶辦理。屆時，成交匯率應等於外幣設價所設定之客戶交易匯率。

1. Limit Order: During the validity period of the foreign currency price setting, the Bank will handle the transaction according to the exchange rate specified by the Customer only when the market exchange rate reaches the Bank's execution exchange rate set by the foreign currency price setting service.

At that time, the exchange rate for the deal shall be equal to the exchange rate specified by the Customer for the foreign currency price setting service.

二、停損單 (Stop Order)：於外幣設價有效期間內，倘市場匯率觸及外幣設價所設定之銀行執行匯率時，銀行將依市價作為客戶交易匯率為客戶辦理交易。因此，最後成交匯率將可能與外幣設價所設定之客戶交易匯率不同。

2. Stop Order: During the validity period of the foreign currency price setting service, if the market exchange rate reaches the Bank's execution exchange rate set for the foreign currency price setting service, the Bank will use the market price as the exchange rate specified by the Customer to handle the transaction for the Customer. Therefore, the final exchange rate for the deal may be different from the exchange rate specified by the Customer for the foreign currency price setting service.

三、二擇一單 (OCO; One-Cancel-the-other Order)：客戶可分別設定兩種不同的客戶交易匯率，當市場匯率觸及兩者中任一外幣設價所設定之銀行執行匯率時，銀行將依相對應之客戶交易匯率(若為停損單則依市價作為交易匯率)為客戶辦理交易，客戶於外幣設價所設定之另一匯率即自動終止。

3. One-Cancel-the-other Order (OCO): Customers can specify two different exchange rates respectively. When the market exchange rate reaches the Bank's execution exchange rate set for either of the two rates for the foreign currency price setting transactions, the Bank will handle the transaction for the Customer at the corresponding exchange rate specified by the Customer (if it is a Stop Order, the market price will be used as the transaction exchange rate). The other exchange rate specified by the Customer for the

foreign currency price setting will automatically be terminated.

四、接連單 (ID: If Done Order)：客戶須同時設定二筆留單內容，於設定首筆留單交易匯率後，同時設定第二筆反向留單交易匯率，銀行將為客戶先後辦理二筆留單之交易，於留單有效期間內，當市場匯率觸及客戶首筆留單設定之執行匯率時，銀行將為客戶依所指定之首筆限價單或停損單辦理外幣即期交易，此時，第二筆留單始生效，同樣的，於留單有效期間內，當市場匯率觸及第二筆留單所設定之執行匯率時，銀行將為客戶執行所指定之限價單或停損單，並辦理外幣即期交易，買賣所指定之外幣。

4. If Done Order (ID): Customers shall specify two different transactions respectively. After setting the first exchange rate for the transaction, the Customer shall set the other exchange rate for reverse trade at the same time. The Bank will handle the two exchange rate transactions for the Customer one by one. During the effective terms of the transactions, when the market exchange rate reaches the Bank's execution exchange rate set for the first foreign currency price setting transactions, the Bank will execute the foreign currency spot transaction according to the first Limited Order or Stop Order designated by the Customer. At that time, the second foreign currency price setting transaction takes effect. Similarly, during the effective terms of the transaction, when the market exchange rate reaches the Bank's execution exchange rate set for the second foreign currency price setting transaction, the Bank will execute the foreign currency spot transaction and purchase or sell the designated foreign currency according to the Limited Order or Stop Order designated by the Customer.

上述外幣設價型態為一般市場上所提供之型態，立約人於貴行申請之外幣設價型態須依承作當時貴行受理範圍辦理。

The above-mentioned types of foreign currency price setting are the types provided in the market generally. The types of foreign currency price setting applied for by the Customer with the Bank must be handled in accordance with the scope of acceptance by the Bank at that time.

附錄一、存匯業務手續費一覽表

Appendix I、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、晶片金融卡掛失暨補發 Reissuance chip ATM Card upon Loss	每張 100 元 NT\$ 100/Card
五、存摺/存單掛失暨補發 Reissuance Bankbook/ deposit certificate upon Loss	每件 100 元 NT\$ 100/ Item
六、印鑑掛失暨變更 Change of Seal/Report of Loss	每筆 100 元 NT\$ 100/Item
七、印鑑變更(更換戶名) Signature Specimen Alternation (Change account name)	每筆 100 元 NT\$ 100/Item
八、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.
九、補印對帳單 Reprint Statement	每份 100 元 NT\$ 100/Item
十、開立本行支票 Issuance of bank's Check	每張 30 元 NT\$ 30 per piece
十一、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
十二、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.
十三、票據撤銷付款委託 Cancellation of Check Payment Authorization	每張 100 元 NT\$ 100/Check
十四、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
十五、退票違約金(因存款不足) Bounced Check Fee for Not Sufficient Fund	每張 200 元 NT\$ 200/Copy
十六、註記退票記錄 Note Record of Bounced Check	每張 150 元 NT\$ 150/Copy
十七、代收票據撤回/延期提示 Check take back/ Extending Presentation	每張 50 元 NT\$ 50/Copy
十八、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
十九、執行扣押存款解繳 Handling fee of order for enforcement	每件收取 250 元 NT\$ 250/Item
電子通路業務各項服務收費項目 Electronic channel service charge items	收費標準(新臺幣) Service Charge(NT\$)
一、跨行提款 interbank withdrawal in Taiwan	每筆 5 元 NT\$5 each time
二、跨行轉帳 interbank transfer in Taiwan	
(1) ATM (2) 電話/網路/行動銀行 telephone/internet/mobile banking	1、轉出帳號為個人戶 Outward transfer account is personal account： (1).新臺幣 500 元(含)以下：每一轉出帳號每日免收一次；逾一次者每筆 10 元。 If the transferring amount is NTD500 or below: the Bank will waive the transaction fee of the first transfer each day. An NTD 10 fee will be charged for each of additional transfers. (2).新臺幣 501-1,000(含)元者每筆 10 元。 If the transferring amount is between NTD501 and



	<p>NTD1000 (inclusive) or below: an NTD10 fee will be charged for each transfer.</p> <p>(3).新臺幣 1,001 元以上者，每筆 15 元。If the transferring amount is NTD 1001 and above: an NTD15 fee will be charged for each transfer.</p> <p>2、轉出帳號為非個人戶：每筆為 15 元。 Outward transfer account is non- personal account: NTD15 for each transfer.</p>
三、臺幣匯款 Interbank NT\$ Remittance	<p>同臨櫃臺幣轉帳匯款收費標準計收</p> <p>The same as the counter Remittance – NT\$ Account Transfer country charges standard</p>
四、外幣匯款 FX Remittance	<p>手續費 Service charge: 每筆新臺幣 200 元或等值外幣。NT 200 or equivalent value in foreign currency for each transaction</p> <p>郵電費 Telecom charge: 不全額到付每筆收新臺幣 220 元或等值外幣，全額到付每筆另加收新臺幣 300 元或等值外幣。NTD 220 or equivalent value in foreign currency for partial payment; NTD300 or equivalent value in foreign currency for full payment.</p>

外匯臨櫃服務收費項目 Counter service items for FX	收費標準(新臺幣) Service Charge
一、匯出匯款 Outward account transfer	<p>(一)手續費：匯款金額 X0.05%，最低 NT\$200 最高 NT\$800，持外幣現鈔辦理匯出匯款者，應另依八、買入外幣現鈔計收手續費用。 Handling fee: Remittance amount X 0.05% with minimum amount of NT\$200 and maximum amount of NT\$800. If it is cash in foreign currency for outward remittance, additional handling fee shall be calculated and collected according to “8. Purchase of cash in foreign currency”.</p> <p>(二)電報費-電匯/票匯：NT\$220。 Telegraph charges-wire transfer/demand draft: NT\$220</p> <p>(三)電報費-匯款全額到達(另加收): NT\$300，適用於美金匯款，其他幣別全額到匯費用請洽各營業單位。 Telegraph charges-Arrival of whole remittance amount: NT\$300 additionally, which is applicable to USD remittance. For the whole amount arrival fee of other currency, please check various business units respectively.</p>
二、匯入匯款 Inward account transfer	<p>(一)手續費：匯款金額 X0.05%，最低 NT\$200 最高 NT\$800。 國內同業解付，由本行通知者，每筆 NT\$200。 Handling fee: Remittance amount X 0.05% with minimum amount of NT\$200 and maximum amount of NT\$800. For domestic interbank payment informed by the Bank, NT\$200 for each payment.</p> <p>(二)對外求償電報費:USD20。 Telegraph charge for external claim for compensation: USD20.</p>
三、光票託收 Clean collection	<p>(一)手續費：票面金額 X 0.05%，最低 NT\$200 最高 NT\$800。</p>



	<p>Handling fee: Face amount X 0.05%, with minimum amount of NT\$200 and maximum amount of NT\$800.</p> <p>(二)郵費: 退票案件另加收國外銀行費用。</p> <p>Mailing fee: For dishonored bills, foreign bank charges will be additionally collected.</p> <p>1. 郵寄 : NT\$220。</p> <p>Mailing: NT\$220.</p> <p>2. 快遞寄單 : 分區計收, 國內: NT\$250; 香港、澳門: NT\$800; 美、加、亞洲(不含中東地區)及大洋洲: NT\$1,000; 歐洲: NT\$1,200; 其他地區: NT\$1,800。</p> <p>Courier: Depending on the location. Domestic: NT\$250; Hong Kong and Macau: NT\$800; America, Canada, Asia (excluding the middle east) and Oceania: NT\$1,000; Europe: NT\$1,200; Other locations: NT\$1,800.</p>
<p>四、買入光票 Clean bill purchase</p>	<p>(一)手續費: 票面金額 X 0.05%, 最低 NT\$200 最高 NT\$800。</p> <p>Handling fee: Face amount X 0.05%, with minimum amount of NT\$200 and maximum amount of NT\$800.</p> <p>(二)墊款息: 依牌告利率, 美日港星: 12 天(限當地貨幣); 其他幣別地區: 21 天。</p> <p>Interests for advance: According to board rate. America, Japan. Hong Kong and Singapore: 12 days (limited to local currency); Locations of other currency: 21 days.</p> <p>(三)郵費: 退票案件另加收國外銀行費用。</p> <p>Mailing fee: For dishonored bills, foreign bank charges will be additionally collected.</p> <p>1. 郵寄 : NT\$220。</p> <p>Mailing: NT\$220.</p> <p>2. 快遞寄單 : 分區計收, 國內: NT\$250; 香港、澳門: NT\$800; 美、加、亞洲(不含中東地區)及大洋洲: NT\$1,000; 歐洲: NT\$1,200; 其他地區: NT\$1,800。</p> <p>Courier: Depending on the location. Domestic: NT\$250; Hong Kong and Macau: NT\$800; America, Canada, Asia (excluding the middle east) and Oceania: NT\$1,000; Europe: NT\$1,200; Other locations: NT\$1,800.</p>
<p>五、匯出匯款改匯、退匯、 匯票掛失 Outward remittance amendment and cancellation, and draft declared lost</p>	<p>(一)手續費: NT\$200。</p> <p>Handling fee: NT\$200.</p> <p>(二)電報費-電匯/票匯 NT\$220, 退匯/改匯另加收國外銀行費用。</p> <p>Telegraph charges-wire transfer/demand draft: NT\$220. For outward remittance amendment and cancellation, foreign bank charges will be additionally collected.</p>
<p>六、國外銀行費用 Foreign bank charges</p>	<p>依實際費用計收。</p> <p>Calculated and collected by the actual fee rate.</p>
<p>七、賣出外幣現鈔 Sale of cash in foreign currency</p>	<p>(一)臺幣結購手續費: 免收。</p> <p>Handling fee for NTD purchase: Waived.</p> <p>(二)T/C 兌換除收取買入 T/C 之費用外, 另加收牌告外幣現鈔賣出匯率與牌告即期賣出匯率價差費用。</p>



	For T/C conversion, in addition to the fee for T/C purchase, the difference between the board exchange rate of selling cash in foreign currency and the board exchange rate of spot selling shall be charged.
八、買入外幣現鈔 Purchase of cash in foreign currency	(一)原購自本行之現鈔手續費:免收。 Handling fee for cash in foreign currency purchased from the Bank: Waived. (二)非購自本行之現鈔手續費:1.00%，最低 NT\$100，手續費=買入金額 × 1% × 成交匯率。 Handling fee for cash in foreign currency purchased from other banks: 1.00% with the minimum amount of NT\$100. Handling fee = Purchase amount x 1% x exchange rate concluded.
九、買入旅行支票手續費 Charge for purchase of traveler's check	每張 NT\$500。 NT\$500 per check. 1.每加一張，加收 NT\$50。 NT\$50 for each additional check. 2.限本行往來之客戶，且買入幣別僅限美金。 Limited to the Bank's clients, and the currency to be purchased is limited to USD.
十、外匯存款 Foreign currency deposit	(一)提領外幣現鈔：應加收牌告外幣現鈔賣出匯率與牌告即期賣出匯率之價差費用。 Withdrawal of cash in foreign currency: The difference between the board exchange rate of selling cash in foreign currency and the board exchange rate of spot selling will be additionally charged. (二)以外幣現鈔存入 Deposit cash in foreign currency 1.原購自本行之現鈔：比照八、買入外幣現鈔之(一)原購自本行之現鈔免收手續費。 Cash purchased from the Bank: Handling fee for cash purchased from the Bank is waived according to "8.(1) Purchase of cash in foreign currency". 2.非購自本行之現鈔：比照八、買入外幣現鈔之(二)非購自本行之現鈔計收手續費。 Cash purchased from other banks: Handling fee is calculated and collected according to "8 (2) Purchase of cash in foreign currency - cash purchased from other banks".
十一、補發結匯證實書／水單／交易憑證／收據／其他 Reissue the certificate of exchange settlement/Exchange memo/Transaction Certificate/Receipt/Others	(一)三個月以內：每筆 NT\$100。 Within 3 months: NT100 per application. (二)三個月以上：每筆 NT\$300。 3 months or longer: NT100 per application. 期間之計算係以交易日期起算至申請補發單證日止，如：交易日期 108 年 9 月 16 日，若於 108 年 12 月 16 日(含 16 日)前提出補發申請，手續費每筆 NT\$100，若於 108 年 12 月 17 日後提出申請，則手續費每筆 NT\$300。 The time period is calculated from the transaction date to the application date for reissuance. For example, assuming that the transaction date is September 16, 2019, the handling fee is NT\$100 per application if the reissuance application is submitted on or before



	December 16, 2019 (inclusive), and NT\$300 per application if the reissuance application is submitted on or after December 17, 2019.
十二、補發(含掛失)存單存摺 Reissue (including declaration of loss) certificate of deposit and passbook	每筆 NT\$100。 NT100 per application.
十三、開立存款證明 Issuance of Deposit Certificate	每份 NT\$100。 NT100 per certificate.
十四、更換戶名/印鑑 Change of account name / seal	每次 NT\$100。 NT100 per time.
十五、補印對帳單 Reprint account statement	每次 NT\$100。 NT100 per time.
十六、調閱/影印文件 Review/copy documents	(一)三個月以內 :每筆 NT\$100。 Within 3 months: NT\$100 per application. (二)三個月以上 :每筆 NT\$300。 More than 3 months ago: NT\$100 per application. 期間之計算比照第十一項。 Calculation of the period shall follow 11 above.
十七、交易查詢 Transaction inquiry	每筆 NT\$220 加國外銀行費用。 NT\$220 per transaction plus foreign bank charge.
外匯臨櫃服務收費項目 Counter service items for FX	國際金融業務分行(USD) Offshore Banking Unit (USD)
一、匯出匯款 Outward remittance	(一)手續費:匯款金額 X 0.05%，最低 USD10 最高 USD35。 Handling fee: Remittance amount X 0.05% with minimum amount of USD10 and maximum amount of USD35. (二)電報費-電匯/票匯:USD15。 Telegraph charges-wire transfer/demand draft: USD15. (三)電報費-匯款全額到達(另加收):USD20，適用於美金匯款，其他幣別全額到匯費用請洽各營業單位。 Telegraph charges-Arrival of whole remittance amount: USD20 additionally, which is applicable to USD remittance. For the arrival fee of other currency, please check various business units respectively.
二、匯入匯款 Inward remittance	(一)手續費: 匯款金額 X 0.05%，最低 USD10 最高 USD35。 國內同業解付，由本行通知者，每筆 USD10。 Handling fee: Remittance amount X 0.05% with minimum amount of USD10 and maximum amount of USD35. For domestic interbank payment informed by the Bank, USD10 for each payment. (二)對外求償電報費 : USD20。 Telegraph charge for external claim for compensation: USD20.
三、光票託收 Clean collection	(一)手續費: 票面金額 X 0.05%，最低 USD10 最高 USD35。 Handling fee: Face amount X 0.05%, with minimum amount of USD10 and maximum amount of USD35. (二)郵費:退票案件另加收國外銀行費用。 Mailing fee: For dishonored bills, foreign bank charges will be additionally collected.



	<p>1.郵寄：USD15。 Mailing: USD15.</p> <p>2.快遞寄單：分區計收，國內：USD10；香港、澳門：USD25；美、加、亞洲(不含中東地區)及大洋洲：USD35；歐洲：USD45；其他地區：USD60。 Courier: Depending on the location. Domestic: USD10; Hong Kong and Macau: USD25; America, Canada, Asia (excluding the middle east) and Oceania: USD35; Europe: USD45; Other locations: USD60.</p>
<p>四、買入光票 Clean bill purchase</p>	<p>(一)手續費：票面金額 x0.05%，最低USD10 最高 USD35。 Handling fee: Face amount X 0.05%, with minimum amount of USD10 and maximum amount of USD35.</p> <p>(二)墊款息：依牌告利率，美日港星：12 天(限當地貨幣)；其他幣別地區：21 天。 Interests for advance: According to board rate. America, Japan. Hong Kong and Singapore: 12 days (limited to local currency) ; Locations of other currency: 21 days.</p> <p>(三)郵費：退票案件另加收國外銀行費用。 Mailing fee: For dishonored bills, foreign bank charges will be additionally collected.</p> <p>1.郵寄：USD15。 Mailing: USD15.</p> <p>2.快遞寄單：分區計收，國內：USD10；香港、澳門：USD25；美、加、亞洲(不含中東地區)及大洋洲：USD35；歐洲：USD45；其他地區：USD60。 Courier: Depending on the location. Domestic: USD10; Hong Kong and Macau: USD25; America, Canada, Asia (excluding the middle east) and Oceania: USD35; Europe: USD45; Other locations: USD60.</p>
<p>五、匯出匯款改匯、退匯、 匯票掛失 Outward remittance amendment and cancellation, and draft declared lost</p>	<p>(一)手續費：USD10。 Handling fee: USD10.</p> <p>(二)電報費-電匯/票匯：USD15，退匯/改匯另加收國外銀行費用。 Telegraph charges-wire transfer/demand draft: USD15. For outward remittance amendment and cancellation, foreign bank charges will be additionally collected.</p>
<p>六、國外銀行費用 Foreign bank charges</p>	<p>依實際費用計收。 Calculated and collected by the actual fee rate.</p>
<p>七、補發交易憑證／收據／ 其他 Reissue the Transaction Certificate/ Receipt/Others</p>	<p>(一)三個月以內：每筆 USD5。 Within 3 months: USD5 per application.</p> <p>(二)三個月以上：每筆 USD10。 More than 3 months ago: USD10 per application.</p> <p>期間之計算係以交易日期起算至申請補發單證日止，如：交易日期 108 年 9 月 16 日，若於 108 年 12 月 16 日(含 16 日)前提出補發申請，手續費每筆 USD5，若於 108 年 12 月 17 日後提出申請，則手續費每筆 USD10。 The time period is calculated from the transaction date to the application date for reissuance. For example, assuming that the</p>



	transaction date is September 16, 2019, the handling fee is USD5 per application if the reissuance application is submitted on or before December 16, 2019 (inclusive), and USD10 per application if the reissuance application is submitted on or after December 17, 2019.
八、補發（含掛失）存單存摺 Reissue (including declaration of loss) certificate of deposit and passbook	每筆 USD5。 USD5 per application.
九、開立存款證明 Issuance of Deposit Certificate	每份 USD5。 USD5 per certificate.
十、更換戶名/印鑑 Change of account name / seal	每次 USD5。 USD5 per time.
十一、補印對帳單 Reprint account statement	每次 USD5。 USD5 per time.
十二、調閱/影印文件 Review/copy documents	(一)三個月以內：每筆 USD5。 Within 3 months: USD5 per application. (二)三個月以上：每筆 USD10。 More than 3 months ago: USD10 per application. 期間計算比照第七項。 Calculation of the period shall follow 7 above.
十三、交易查詢 Transaction inquiry	每筆 USD15 加國外銀行費用 USD15 plus foreign bank charge.
附註：貴行境內(DBU)客戶與境外(OBU)客戶間之匯款交易，請依本收費標準計收手續費，另因貴行並未實際拍發匯款電文，故電報費免予計收。 Note: For remittance transaction between the Bank's DBU and OBU clients, the handling fee shall be calculated and collected according to this fee table. As the Bank does not actually issue the SWIFT message, there is no telegraph charges.	

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。

1. 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。

2. 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：

3. 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。

(1) 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。

(2) 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。

(3) 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。

(4) 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。

(5) 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.tw）查詢。

4.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.tw) 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。

5.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。

6.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	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



	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.)	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 information (communication) and data base managemet / 137 information security and management / 157 investigation, statistics and research analysis / 182 other consulting and advisory services.
二、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.)	
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	



	<p>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)</p> <p>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 management /106 loan business /154 credit review/ 166 securities, futures, 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 self-selling business, other relevant businesses authorized by the Central Competent Authorities, etc.)</p>	
六、財富管理業務 Wealth management business	<p>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)。</p> <p>022 FX business/036 deposit and remittance business/044 investment management / 068 trust business /082 general operation management of borrowers and depositors/ 166 securities, futures, 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.)</p>	
七、保險業務 Insurance business	<p>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</p> <p>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	<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)</p>	



<p>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>		
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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、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 III: Description of U.S.Foreign Account Tax Compliance Act and Regulations Governing the Implementation of the Common Standard on Reporting and Due Diligence for Financial Institutions

- 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。每個稅籍國家均按其本身的規則釐定稅籍的定義。一般來說，個人稅籍係為個人居住的國家。若干特別情況可能會導致個人成為其他國家的居民，或同時成為超過一個國家的居民(多重居住地)。若個人為美國公民或具有美國稅務居民身分，亦需將美國稅籍身分於此聲明書中列示。相關稅籍詳情，請諮詢您的稅務顧問或瀏覽下列有關 FATCA 或 CRS 網頁的資料 <https://www.irs.gov/> 或 <http://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/>。
1. Pursuant to U.S.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"), the Bank shall collect and report the tax identification of the Account Holder and specific related information. Each tax identification country determines the definition of tax identification according to its own rules. Generally speaking, tax identification of an individual is the country where he/she lives. In certain special circumstances, an individual becomes a resident of another country, or a resident of more than one country (multiple residences). If an individual is an U.S. resident or an U.S. tax resident, he/she shall list his/her U.S. tax identification in the account opening application documents. With respect to the tax identification details, please consult your tax advisor or review the information on the following FATCA or CRS webpage: <https://www.irs.gov/> or <http://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/>.
- 二、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此聲明書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。
2. If the Account Holder has non-R.O.C. tax identification, the Bank is legally obligated to report the information under account opening application documents and other financial information of the relevant financial account to the U.S. Internal Revenue Service or the R.O.C. tax authority. Other than U.S. citizens or U.S. tax residents where FATCA applies, the R.O.C. tax authority will provide such information to other tax identification countries which signed intergovernmental agreements with the R.O.C. to exchange financial account information for tax purpose.
- 三、美國公民或稅務居民係指具有美國國籍者(持有美國護照)、持有綠卡者，或當年度入境美國並停留 183 天以上，或者當年度入境並在美國待 31 天以上，同時滿足所謂的『前 3 年審核期』的計算達 183 天。



前3年審核期：本年停留天數，加上去年停留天數的三分之一，加上前年停留天數的六分之一的總和，達183天者。

3.U.S. citizen or U.S. resident alien for tax purposes means:(a)any person who holds U.S.citizenship (U.S.passport holder) or green card, or (b)any person who physically presents in the United States for a total of 183 days or more during the calendar year, or (c)any person who physically presents in the United States for a total of 31 days or more during the calendar year, and 183 days or more during the 3-year period that includes the current year and the 2 years immediately before that.

183 days during the 3-year period that includes the current year and the 2 years immediately before that,

counting : All the days you were present in the current year, and 1/3 of the days you were present in the first year before the current year, and 1/6 of the days you were present in the second year before the current year.

四、除依據 FATCA 之規定或帳戶持有人之稅籍出現變動外，此聲明書屬永久有效。

4. Unless any change to the FATCA provisions or tax identification of the Account Holder, this declaration shall remain effective permanently.

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

5. The Bank as a financial institution, shall not provide tax advice or legal opinion pursuant to laws.

六、若您對此聲明書內容或所屬稅籍定義具有疑問，請聯絡您的稅務顧問或參照當地稅務機關發布之相關資訊。

6. If you have any questions about the content of this declaration or the definition of your tax identification, please reach your tax advisor or refer to the relevant information announced by the local tax authority.

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名詞解釋

Appendix IV: Definitions under U.S.Foreign Account Tax Compliance Act and Regulations Governing the Implementation of the Common Standard on Reporting and Due Diligence for Financial Institutions

注意：以下名詞解釋係協助您填寫此聲明書使用。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 definitions are to help you to fill out this declaration. If you have any questions about the following definitions, please reach your tax advisor.

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。

1.“Account Holder” refers to the person listed or identified as the holder of a financial account by the financial institution maintaining the account. In the case that a person other than a financial institution, holding a financial account for the benefit of other person as agent, custodian, nominee, signatory, investment advisor, or intermediary, such other person is deemed as the Account Holder. Taking an account opened by a parent and his/her child as an example, if the account is opened by the parent in the name of the child’s legal guardian, the child will be deemed as the Account Holder. Each holder of a joint account will be deemed as the Account Holder.

2. 稅籍編號(包括具有同等功能的辨識編號)TIN (including “functional equivalent”) 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。有關可接受的稅務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。

2.“Tax Identification Number (TIN)” refers to any number to identify individuals or entities, or any other identifying numbers with equivalent functions for administering purposes of applying tax laws of foreign jurisdictions. TIN is a unique combination of letters and numbers allocated to an individual or entity by the tax identification country to identify the identification of the individual or entity so as to apply tax laws of such tax identification country. Please refer to the automatic information exchange website of the Organization for Economic Cooperation and Development for more detail information on the acceptable TIN.

Certain tax identification country does not issue TIN. However, those countries normally use other numbers with the equivalent function (“functional equivalent”). Such numbers include, for individuals, social security number/insurance number, citizen/individual identity/service code/number and resident registration number.

「防範詐騙宣導、提醒事項」

“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.
刑法第 339 條 Article 339 of the Criminal Act	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。 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.
刑法第 339-1 條 Article 339-1 of the Criminal Act	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。 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.
刑法第 339-2 條 Article 339-2 of the Criminal Act	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。 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.
洗錢防制法第 18 條 第 1 項 Article 18 (1) of the Money Laundering Control Act	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十九條或第二十條之罪者，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



	<p>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 19 and 20 by moving property through 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 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>
洗錢防制法第 19 條 Article 19 of the Money Laundering Control Act	<p>有第二條各款所列洗錢行為者，處三年以上十年以下有期徒刑，併科新臺幣一億元以下罰金。其洗錢之財物或財產上利益未達新臺幣一億元者，處六月以上五年以下有期徒刑，併科新臺幣五千萬元以下罰金。</p> <p>前項之未遂犯罰之。</p> <p>Anyone involved in money laundering activities prescribed in paragraphs in Article 2 shall be sentenced to imprisonment of not less than three years but not more than ten years, and a fine of not more than NT\$ 100 million shall be imposed. The offender whose money laundering property or property interests do not exceed NT\$100 million, shall be sentenced to imprisonment of not less than six months but not more than five years, and a fine of not more than NT\$ 50 million shall be imposed.</p> <p>An attempt to commit an offense specified in the preceding paragraph is punishable.</p>
洗錢防制法第 20 條 Article 20 of the Money Laundering Control Act	<p>收受、持有或使用之財物或財產上利益，有下列情形之一，而無合理來源者，處六月以上五年以下有期徒刑，得併科新臺幣五千萬元以下罰金：</p> <p>一、冒名、以假名或其他與身分相關之不實資訊向金融機構、提供虛擬資產服務或第三方支付服務之事業或人員申請開立帳戶、帳號。</p> <p>二、以不正方法取得、使用他人向金融機構申請開立之帳戶、向提供虛擬資產服務或第三方支付服務之事業或人員申請之帳號。</p> <p>三、規避第八條、第十條至第十三條所定洗錢防制程序。</p> <p>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, an imprisonment of not less than six months but not more than five years shall be imposed, and a fine of not more than NT\$ 50 million may also be imposed:</p> <ol style="list-style-type: none"> 1. Opening accounts at financial institutions, applying for accounts to enterprises or persons that provide virtual asset services or third-party payment services in other people's names, under a false name or other false information related to the identity. 2. Using or getting hold of accounts opened by others at financial institutions, accounts applied by others to enterprises or persons that provide virtual asset services or third-party payment services, via improper means. 3. Circumventing anti-money laundering procedures described in Article 8 and Articles 10 to 13. <p>An attempt to commit an offense specified in the preceding paragraph is punishable.</p>
<p>洗錢防制法第 21 條 Article 21 of Money Laundering Control Act</p>	<p>無正當理由收集他人向金融機構申請開立之帳戶、向提供虛擬資產服務或第三方支付服務之事業或人員申請之帳號，而有下列情形之一者，處五年以下有期徒刑、拘役或科或併科新臺幣三千萬元以下罰金：</p> <ol style="list-style-type: none"> 一、冒用政府機關或公務員名義犯之。 二、以廣播電視、電子通訊、網際網路或其他媒體等傳播工具，對公眾散布而犯之。 三、以電腦合成或其他科技方法製作關於他人不實影像、聲音或電磁紀錄之方法犯之。 四、以期約或交付對價使他人交付或提供而犯之。 五、以強暴、脅迫、詐術、監視、控制、引誘或其他不正方法而犯之。 <p>前項之未遂犯罰之。</p> <p>A person who, without a legitimate reason, collects other people's account details, as filed with financial institutions, accounts filed with enterprises or persons providing virtual asset services or third-party payment services, and who does any of the following, shall be punished with imprisonment of up to five years, or with detention, and/or with a fine of up to NT\$ 30 million:</p> <ol style="list-style-type: none"> 1. Committing the offense while using the name of a government agency or civil servant; 2. Committing the offense by using radio, television, electronic communications, the Internet or other means of communication media to disseminate information to the public; 3. Committing the offense by using computer synthesis or other technological methods to create fake images, sounds or electromagnetic recordings of others;



	<p>4. Committing the crime by using promises, or quid pro quo, to coerce others to deliver or supply;</p> <p>5. Committing the crime through the use of rape, coercion, fraud, surveillance, control, enticement or other improper means.</p> <p>A person attempting to commit the offenses, as described in the preceding paragraph, is subject to a fine.</p>
<p>洗錢防制法第 22 條 Article 22 of Money Laundering Control Act</p>	<p>任何人不得將自己或他人向金融機構申請開立之帳戶、向提供虛擬資產服務或第三方支付服務之事業或人員申請之帳號交付、提供予他人使用。但符合一般商業、金融交易習慣，或基於親友間信賴關係或其他正當理由者，不在此限。</p> <p>違反前項規定者，由直轄市、縣（市）政府警察機關裁處告誡。經裁處告誡後逾五年再違反前項規定者，亦同。</p> <p>違反第一項規定而有下列情形之一者，處三年以下有期徒刑、拘役或科或併科新臺幣一百萬元以下罰金：</p> <p>一、期約或收受對價而犯之。</p> <p>二、交付、提供之帳戶或帳號合計三個以上。</p> <p>三、經直轄市、縣（市）政府警察機關依前項或第四項規定裁處後，五年以內再犯。</p> <p>前項第一款或第二款情形，應依第二項規定，由該管機關併予裁處之。</p> <p>違反第一項規定者，金融機構、提供虛擬資產服務及第三方支付服務之事業或人員，應對其已開立之帳戶、帳號，或欲開立之新帳戶、帳號，於一定期間內，暫停或限制該帳戶、帳號之全部或部分功能，或逕予關閉。</p> <p>前項帳戶、帳號之認定基準，暫停、限制功能或逕予關閉之期間、範圍、程序、方式、作業程序之辦法，由法務部會同中央目的事業主管機關定之。</p> <p>警政主管機關應會同社會福利主管機關，建立個案通報機制，於依第二項規定為告誡處分時，倘知悉有社會救助需要之個人或家庭，應通報直轄市、縣（市）社會福利主管機關，協助其獲得社會救助法所定社會救助。</p> <p>No person shall deliver, or make available to another party, the account information that he or she or others filed with a financial institution, or the account number that he or she filed with enterprises or persons providing virtual asset services or third-party payment services. However, this does not apply to those instances that are consistent with general business or financial transaction practices, or those that are based on a relationship of trust between friends and relatives, or other justifiable reasons.</p>

	<p>Violators of the preceding provisions shall be reprimanded by the police authorities of the relevant municipalities, counties (cities). The same applies to those who repeat a violation of the preceding provisions within five years after being reprimanded by the authorities.</p> <p>Any person, who violates the provisions of the first paragraph under one of the following circumstances, shall be punished with imprisonment of up to three years, detention, and/or a fine of up to one million New Taiwan Dollars:</p> <ol style="list-style-type: none"> 1. Committing the crime while making promises or quid pro quo. 2. The total number of accounts or account numbers delivered or supplied is three or more. 3. Repeating the crime within five years after first being reprimanded by the police authorities of the relevant municipalities, counties (cities), pursuant to the provisions of the preceding paragraph or the fourth paragraph. <p>The circumstances, as described in the first or second subparagraph of the preceding paragraph, shall be sanctioned jointly by the relevant authorities, pursuant to the provisions of the second paragraph.</p> <p>If provisions of paragraph 1 are violated, the said financial institutions, enterprises or persons providing virtual asset services or third-party payment services shall suspend or restrict all or part of the functions of existing accounts or new accounts they intend to open for a period of time, or simply close those accounts.</p> <p>The identification criteria for the aforementioned accounts and account numbers, the duration, scope, procedures, methods, and operating procedures for suspension, restriction of functions, or closure, shall be determined by the Ministry of Justice, in conjunction with the central authorities in charge of the relevant businesses.</p> <p>The competent police authority shall, in conjunction with the competent social welfare authority, establish a case declaration mechanism. Upon the issuance of a warning concerning such activities, in accordance with the provisions of the second paragraph, if an individual or a family is known to be in need of social assistance, they should notify the relevant social welfare authorities in their municipality or county (city) to obtain social assistance, as prescribed in the Public Assistance Act.</p>
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