

國泰世華商業銀行  
國際金融業務分行  
綜合約定書

Cathay United Bank Co., Ltd.  
Offshore Banking Unit (OBU)  
General Agreement for Account Opening

存戶為自然人/存戶之法定代理人/其他代表人/實質受益人/高階管理人者，務請仔細審閱下列法定告知事項

Account Holders (in the case of natural persons) or the legal representatives/ other responsible person/ beneficial owner/ senior manager of Account Holders are advised to review the following statutory notification carefully.

### 個人資料蒐集、處理及利用告知事項

#### Notification of the Collection, Processing and Use of Personal Information

- 一、由於個人資料之蒐集，涉及您的隱私權益，國泰世華商業銀行股份有限公司(以下稱「本行」)，在現在已(或將來可能)依法得經營之營業項目範圍及所涉業務執行之必要範圍內(但仍以您實際與本行往來之相關業務為準)，而有必要直接或間接蒐集、處理、利用及/或國際傳輸客戶個人資料，並於向您蒐集個人資料時，依據個人資料保護法(以下稱「個資法」)第八條第一項及第九條第一項規定，應向您明確告知以下事項：(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)蒐集個人資料之來源、(六)當事人依個資法第三條規定得行使之權利及方式、(七)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。倘您屬依法應置法定代理人/輔助人/或其他具有代表權限之人者，本行因此有與各代表人為必要之接觸、磋商或聯繫行為等，故亦請各有權代表之人詳閱下列告知內容：

The collection of personal information involves the privacy rights of Account Holders. Cathay United Bank Co., Ltd. (hereinafter referred to as the "Bank"), when carrying out the business activities which are currently permitted (or may be permitted in the future) by law and to the extent necessary for conducting the relevant business (but subject to the actual business dealings between the Account Holder and the Bank), where the Bank has the need to, directly or indirectly, collect, process, use and/or internationally transfer the Account Holder's personal information, the Bank shall, at the time when it collects personal information from the Account Holder, notify the Account Holder of the following in accordance with the first paragraph of Article 8 and the first paragraph of Article 9 of the Personal Data Protection Act (個人資料保護法) (hereinafter referred to as the "PDPA"): (1) names of non-government agencies involved; (2) purposes of collection; (3) categories of personal information; (4) duration and locations of use, users, and means of use, of personal information; (5) sources of the personal information collected; (6) the rights (and ways to exercise such rights) available to the party in question under Article 3 of the PDPA; (7) the impact of not providing personal information on the rights and interests of the party in question (where the party has the right to choose whether to provide personal information). Where the Account Holder is required to have a legal representative/statutory assistant/other authorized persons appointed under the law, the Bank will also need to contact, negotiate or get in touch with such legal representative/statutory assistant/authorized persons. They are therefore also advised to read the following notification carefully.

- 二、有關本行蒐集客戶個人資料之目的、類別及個人資料利用之期間、地區、對象及方式等內容，詳如下述：

With regard to the Account Holder's personal information to be collected by the Bank, the purposes of collection, categories of personal information, and duration and locations of use, users, and means of use of the personal information are as follows:

- (一) 蒐集之目的：

「022 外匯業務」、「036 存款與匯款(自動授扣、匯款)」、「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(WMA、轉帳交付)」、「088 核貸與授信業務(預借現金、代償、信貸及長期循環轉貸放款業務)」、「001 人身保險」、「112 票據交換業務」、「106 授信業務」、「111 票券業務」、「126 債權整貼現及收買業務」、「154 徵信」、「044 投資管理」、「068 信託業務」、「166 證券、期貨、證券投資信託及顧問相關業務」、「094 財產管理」、「065 保險經紀、代理、公證業務」、「093 財產保險」、「030 仲裁」、「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」、「061 金融監督、管理與檢查」、「063 非公務機關依法定義務所進行個人資料之蒐集處理及利用」、「069 契約、類似契約或其他法律關係事務」、「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 帳務管理與債權交易業務」、「113 陳情、請願、檢舉案件處理」、「129 會計與相關服務」、「135 資(通)訊服務」、「136 資(通)訊與資料庫管理」、「137 資通安全與管理」、「148 網路購物及其他電子商務服務」、「157 調查、統計與研究分析」、「160 憑證業務管理(含 OTP 動態密碼及 Global MyB2B 智慧印鑑)」、「173 其他公務機關對目的事業之監督管理」、「177 其他金融管理業務」、「181 其他經營合於營業登記項目或組織章程所定之業務(含法令規定或經主管機關核可之業務)及「182 其他諮詢與顧問服務」。

Purposes of collection:

"022 Foreign exchange services," "036 Deposit and transfer" (automatically authorized debit and transfer), "067 Credit card, cash card, debit card or electronic stored-value card services," "082 Borrower and Account Holder loan and deposit consolidated management" (WMA, payment through transfer), "088 Loan approval and credit extension services" (cash advance, balance transfer, credit facility and long term revolving credit facility), "001 Life insurance," "112 Cheque clearance services," "106 Credit extension services," "111 Financial instrument services," "126 Debt consolidation, discount and purchase services," "154 Credit reporting," "044 Investment management," "068 Trust services," "166 Securities, futures, securities investment trust and consulting services," "094 Personal property management," "065 Insurance brokerage, agency and notarization services," "093 Property insurance," "030 Arbitration," "040 Marketing (including cross-selling activities between financial holding companies)," "059 Financial services sector's collection, processing and use in accordance with laws and regulations for financial supervision needs," "060 Financial dispute resolution," "061 Financial supervision, administration and inspection," "063 Non-government agencies' collection, processing and use of personal information in accordance with legal obligations," "069 Matters related to contracts, quasi-contracts or other legal relations," "090 Consumer, customer management and services," "091 Consumer protection," "098 Commercial and technical information," "104 Account management and debt trading activities," "113 Pleading, petition and report handling," "129 Accounting and related services," "135 Information (communication) services," "136 Information (communication) and database management," "137 Information and communication security and management," "148 Online shopping and other electronic commerce services," "157 Investigation, statistics and research analysis," "160 Certification business management (including OTP dynamic password and Global My B2B Digital Certificate)," "173 Other government agencies' supervision and administration of targeted industries," "177 Other financial management services," "181 Other business activities in accordance with the business registration or Articles of Incorporation" (including business activities permitted by law or approved by the competent authorities) and "182 Other consulting and advisory services."

- (二) 蒐集之個人資料類別：

姓名、身分證統一編號、稅務居住者身分、居住國家/地區、稅籍編號、性別、出生年月日、通訊方式、生物特徵(包含但不限於人像、指紋、指靜脈等)、商業活動及財務概況(例如消費金額、地點及品項、收入、所得、資產與投資、負債與支出、信用評等、保險細節、財務交易等)、行動及網路媒體資訊(例如行動裝置識別碼、行動裝置位置、社群網路資訊、網際網路協定(IP)位址、網際網路瀏覽軌跡、Cookie等)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、本行合作推廣之單位、其他與本行有業務往來之機構等)所提供或實際蒐集的一切資料為準。本行係依據不同業務、帳戶或服務之需求，蒐集客戶之個人資料，其類別依據法務部頒佈之「個人資料保護法之特定目的及個人資料之類別」共十類說明如下：識別類 C001 至 C003(如姓名、電話、銀行帳戶號碼、信用卡號碼、身分證統一編號等)、特徵類 C011 至 C013(如性別、出生年月日等)、家庭情形 C021 至 C024(如結婚有無、配

偶姓名等)、社會情況 C031 至 C041(如住所地址、財產資料、生活格調、居留證明文件等)、教育、考選、技術或其他專業 C051 至 C053(如學歷、專業技術等)、受僱情形 C061、C062、C064、C066、C068(如僱主、工作職稱、薪資等)、財務細節 C081 至 C089、C091 至 C094(如總收入、總所得、貸款、信用評等、外匯交易紀錄、票據信用等)、商業資訊 C101 至 C103(如經營的商業種類等)、健康與其他 C111、C115 至 C116、C119(如醫療報告、治療及診斷紀錄等)、其他各類資訊 C131 至 C132(如未分類之資料、電子郵件等)。

Categories of personal information collected:

Name, unified identity card number, tax resident status, country/region of domicile, tax identification number, gender, date of birth, correspondence information, biometric data (including without limitation facial features, fingerprints, digital veins and so forth), business activities and financial position (e.g. consumption volume, location and items, revenue, income, assets and investments, liabilities and expenses, credit rating, insurance details, financial transactions and so forth), mobile and online media information (e.g. mobile device identifier, mobile device location, social network information, IP address, web browsing history, Cookie and so forth), and other details such as relevant service applications or contracts, as related to the business dealings, accounts or services between the Bank and the Account Holder and as provided by or actually collected from the Account Holder or third parties (e.g. the Joint Credit Information Center ("JCIC"), entities with whom the Bank cooperates/partners, other entities with whom the Bank has business dealings and so forth). The Bank collects personal information from the Account Holder based on the needs of different business activities, accounts or services. Such personal information is classified into the following ten categories in accordance with the Personal Data Protection Act Specific Purposes and Personal Data Categories (個人資料保護法之特定目的及個人資料之類別) promulgated by the Ministry of Justice: identity information – C001 to C003 (such as name, phone number, bank account number, credit card number and unified identity card number); personal characteristics – C011 to C013 (such as gender and date of birth); family status – C021 to C024 (such as marital status and name of spouse); social status – C031 to C041 (such as address, property information, lifestyle, and residency certificate); education, examination-based qualifications, technical skills or other specializations – C051 to C053 (such as education and professional skills); employment status – C061, C062, C064, C066, C068 (such as employer, job title and salary); financial details – C081 to C089, C091 to C094 (such as gross revenue, gross income, loans, credit rating, foreign exchange transaction records and documentary credits); business information – C101 to C103 (such as type of business); health and other – C111, C115 to C116, C119 (such as medical reports, records of treatment and diagnosis); other information – C131 to C132 (such as unclassified data and emails).

(三) 個人資料利用之期間、地區、對象及方式：

Duration and locations of use, users, and means of use, of personal information:

1. 期間：個人資料蒐集之特定目的存續期間、依相關法令規定（如：商業會計法等）或本行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)。

Duration: the duration for which the specific purposes for collecting the personal information exist, the retention period required under relevant laws and regulations (e.g. the Business Entity Accounting Act (商業會計法)) or required for the Bank's business operations, or the retention period stipulated in individual contracts (whichever is the longest).

2. 地區：以下述「對象」所列之利用對象其國內及國外所在地。

Locations: the local and overseas locations of the users set forth under "Users" below.

3. 對象：(1)本行(含本行海外分支機構及關係企業、受本行委託處理事務之委外機構)、(2)依法令規定利用之機構(例如：本行所屬國泰金融控股股份有限公司及其子公司等)、(3)其他業務相關機構(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、臺灣票據交換所、財金資訊股份有限公司、財團法人中小企業信用保證基金、財團法人農業信用保證基金、勞工保險局、信用卡國際組織、收單機構暨特約商店及其履行輔助人、信用保證機構、財團法人金融消費評議中心、擬向本行讓購資產及負債、承擔風險或進行合併之人(及任何前揭人之代理人或顧問)、其他與本行有業務往來之機構(例如：Google、Facebook 等社群媒體平台及廣告媒體商等)、未受中央目的事業主管機關限制之國際傳輸個人資料之接收者等)、(4)對前開機構依法有管轄權或調查權之機關或機構、(5)客戶所同意之對象(例如：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)。

Users: (1) the Bank (including the Bank's overseas branches and affiliates, third party agencies engaged by the Bank); (2) entities using the personal information in accordance with relevant laws and regulations (e.g. Cathay Financial Holding Co., Ltd., i.e., the Bank's parent company, and its subsidiaries); (3) other entities engaging in related business activities (e.g. correspondent banks, JCIC, the National Credit Card Center of the Republic of China, the TCH, FISC, the Small and Medium Enterprise Credit Guarantee Fund of Taiwan, the Agricultural Credit Guarantee Fund, the Bureau of Labor Insurance, international credit card organizations, credit card acquirers and contracted merchants and their statutory assistants, credit guarantee agencies, the Financial Ombudsman Institution, any person who intends to transfers assets and liabilities to the Bank, bear risks for the Bank, or merge with/acquire the Bank (or such person's agents or advisers), other entities with whom the Bank has business dealings (e.g. Google, Facebook and other social media platforms and advertising agencies), recipients of personal information transmitted internationally who are not subject to the restrictions imposed by the central government authorities of targeted industries); (4) authorities or agencies having jurisdiction or investigative authority over the foregoing parties under the law; and (5) other users agreed by the customer (e.g. companies engaging in co-marketing activities or sharing customer data with the Bank, or companies collaborating with the Bank on promotional activities).

4. 方式：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。

Means of Use: by way of automated machines or other non-automated means in accordance with personal information protection laws.

三、 蒐集個人資料之來源：

Sources of personal information collected:

(1)本行向客戶直接蒐集、(2)客戶自行公開或已合法經他人公開、(3)本行向第三人(如：當事人之法定代理人或輔助人、國泰金融控股股份有限公司及其與本行交互運用客戶資料之子公司、與本行合作推廣業務之公司、本行信用卡聯名團體或其他與本行有業務往來之機構)蒐集。

(1) Directly obtained from the Account Holder by the Bank; (2) made public by the Account Holder or third parties lawfully; and (3) obtained from third parties by the Bank (such as the legal representatives or statutory assistants of the parties involved, Cathay Financial Holding Co., Ltd. and its subsidiaries which share customer data with the Bank, companies collaborating with the Bank on promotional activities, groups co-branding credit cards with the Bank, and other entities with whom the Bank has business dealings).

四、 依據個資法第三條規定，存戶就本行保有的個人資料得行使下列權利：

Pursuant to Article 3 of the PDPA, the Account Holder may exercise the following rights with regard to the 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。

Except for the circumstances provided in Article 10 of the PDPA, the Account Holder may make requests the Bank to access or review the information, or request the Bank to provide copies of such information, provided that the Bank may charge necessary costs and fees in accordance with Article 14 of the PDPA.

- (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，應適當釋明其原因及事實。

The Account Holder may request the Bank to supplement or correct the information, provided that the Account Holder shall provide the reasons and facts in relation to such request pursuant to Article 19 of the Enforcement Rules of the Personal Data Protection Act (個人資料保護法施行細則)。

- (三) 本行如有違反個資法規定蒐集、處理或利用您的個人資料，依個資法第十一條第四項規定，您得向本行請求停止蒐集、處理或利用。

Pursuant to the fourth paragraph of Article 11 of the PDPA the Account Holder may request the Bank to cease collecting, processing or using the Account Holder's personal information in the event that the Bank has collected, processed or used such information in violation of the PDPA.

- (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您的個人資料。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您書面同意者，不在此限。

Pursuant to the second paragraph of Article 11 of the PDPA, in the event of a dispute over the accuracy of personal information, the Account Holder may request the Bank to cease processing or using the Account Holder's personal information. However, pursuant to the proviso of the same paragraph, the preceding sentence shall not apply where the personal information is required for the performance of the Bank's services and such dispute has been notified, or to the extent consented to in writing by the Account Holder.

- (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、停止處理或利用您的個人資料。惟依該項但書規定，本行因執行業務所必須或經您書面同意者，不在此限。

Pursuant to the third paragraph of Article 11 of the PDPA, when the specific purposes for collecting personal information no longer exist or the relevant time period expires, the Account Holder may request the Bank to delete or cease processing or using the Account Holder's personal information. However, pursuant to the proviso of the same paragraph, the preceding sentence shall not apply where the personal information is required for the performance of the Bank's services, or to the extent consented to in writing by the Account Holder.

- 五、 倘您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(0800-818-001 或(02)2383-1000)詢問或於本行網站(網址：[www.cathaybk.com.tw/cathaybk/](http://www.cathaybk.com.tw/cathaybk/))查詢。

If the Account Holder wishes to exercise the aforesaid rights as provided in Article 3 of the PDPA, he/she/it may contact the Bank's customer service (0800-818-001 or (02)2383-1000) or visit the Bank's website (<https://www.cathaybk.com.tw/cathaybk>) for further details on how to exercise such rights.

- 六、 存戶得自由選擇是否提供相關個人資料及類別，惟存戶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存戶相關服務或無法提供較佳之服務，敬請見諒。

The Account Holder may decide on whether to provide the relevant personal information and on the types of personal information to be provided. However, if the personal information or types of personal information that the Account Holder refuses to provide are necessary for transaction approval or operations, please understand that the Bank may not be able to provide the relevant services or better services to the Account Holder due to the Bank's inability to process the necessary approval or carry out the necessary operations.

## 壹、 共通約定條款 Mutually Agreed Terms

下列共通約定條款係存戶與 貴行間有關各項存款帳戶、信託帳戶及使用 貴行各項服務之一般性共通約定，除於個別存款暨服務項目有排除或特別約定事項外，均適用於存戶與 貴行之存款、信託業務往來及各項服務項目，存戶明瞭依法令規定，貴行提供之部分個別服務項目之使用將受到限制，存戶同意依 貴行開放使用之項目分別適用其約款內容：

The following terms and conditions are the general terms mutually agreed between the Account Holder and the Bank concerning deposit accounts, trust accounts and the use of various services provided by the Bank ("Mutually Agreed Terms"). These Mutually Agreed Terms are applicable to all deposit account transactions, trust account transactions and the various services between the Bank and the Account Holder, unless otherwise excluded or agreed with respect to specific deposit transactions and services. **The Account Holder understands that, according to law, the use of certain individual services provided by the Bank will be subject to restrictions. The Account Holder agrees to the applicability of the clauses in relation to the services made available by the Bank:**

### 一、 通則 General Rules

- (一) 存戶申辦存匯業務，得出具授權書載明授權範圍由代理人代辦。但 貴行明知或可得而知其無代理權時，不在此限。  
The Account Holder may conduct deposit transactions and make transfers through an agent by issuing a power of attorney setting forth the scope of authority granted, except where the Bank is or could have been aware that the agent does not have the authority to act on behalf of the Account Holder.
- (二) 存戶與 貴行係依據「國際金融業務條例」於 貴行國際金融業務分行(簡稱「OBU」)開設「外匯存款帳戶」。除另有約定外，本綜合約定書所稱之「外匯存款帳戶」係指存戶於「OBU」所開設之「外匯活期存款」、「外匯定期存款」及兼具外匯活期與定期存款功能之「外匯綜合存款」；所稱之「外匯存款」係包括「外匯活期存款」、「外匯定期存款」及兼具外匯活期與定期存款功能之「外匯綜合存款」；所稱「存款」均係指前開於「OBU」所開設之「外匯存款帳戶」內之「外匯存款」。  
The Account Holder opened "foreign currency deposit account" at Offshore Banking Unit(OBU) of the Bank with the Offshore Banking Act (國際金融業務條例)。Unless otherwise agreed, "foreign currency deposit account" as referred to in this General Agreement for Account Opening ("Agreement") includes foreign currency current deposit, foreign currency time deposit, and foreign currency omnibus deposit having both foreign currency current deposit and time deposit functions opened by the Account Holder with the OBU. Where "foreign currency deposit" as referred to in this Agreement includes foreign currency current deposit, foreign currency time deposit, and foreign currency omnibus deposit having both foreign currency current deposit and time deposit functions, and "deposit" means the foreign currency deposit with such OBU.
- (三) 存戶於 貴行開設於中華民國境內辦理外匯業務部門或分行(簡稱「DBU」)所開立之各項帳戶與本綜合約定書所稱之「外匯存款帳戶」間，倘有存款移轉之事宜者，均不適用轉帳之相關約定，而屬於匯款性質，適用匯款相關規定。  
Agreements related to account transfers are not applicable to any transfer of deposit between any account opened by the Account Holder with any foreign exchange department or branch of the Bank within the territory of the Republic of China (hereinafter "DBU") and a "foreign currency deposit account" referred to in the Agreement, and such transfer are deemed a remittance and therefore, the procedures for remittance are applicable.
- (四) 同意本綜合約定書，即表示存戶同意 貴行得以電話行銷 貴行之存款、放款、信用卡、保險及投資理財等 貴行經主管機關核准所得提供之金融服務或產品，存戶亦知悉得隨時透過以下方式向 貴行提出停止電話行銷之要求：(1)於電話行銷受話時提出、(2)透過 貴行提供之服務專線(02-2383-1000 或 0800-818-001)提出。  
By agreeing this Agreement, the Account Holder agrees to receive telemarketing phone calls from the Bank regarding its financial services or products approved by the competent authorities, such as deposit, loan, credit card, insurance, investment and wealth management. The Account Holder also acknowledge that he/she/it may, at any time, request the Bank to stop telemarketing by: (1) informing the Bank during telemarketing phone calls, or (2) calling the service hotline provided by the Bank (02-2383-1000 or 0800-818-001.)

### 二、 開戶條件 Account Opening Conditions

- (一) 開立存款帳戶時，應依照姓名條例使用本名；並應出具身分證明文件(包括但不限於護照、法人登記文件等)及 貴行規定

之其他開戶文件、留存約定往來之印鑑樣式（簡稱「原留印鑑」、「原留印鑑樣式」），並連同款項交付 貴行。嗣後留存於 貴行資料如有更動，應依 貴行規定辦理變更，如存戶於資料更動時未即時依規定辦理變更而致任何不便或遭受損害，由存戶自行負責。

Real name must be used in accordance with the Name Act (姓名條例) when opening deposit account, and the following items must be submitted to the Bank: identity documents (including but not limited to passport, corporate registration document, etc.) and other account opening documents required by the Bank, recording the specimen stamp which will be used for all transactions with the Bank (hereinafter the "Authorized Signature Stamp," "Original Specimen Stamp"), and the funds to be deposited with the Bank. Thereafter, should there be any change to the information provided to the Bank, the Account Holder shall carry out change procedures as required by the Bank. **If the Account Holder fails to do so, thereby causing any inconvenience or damage, the Account Holder shall be held solely responsible.**

- (二) 存戶應具備「國際金融業務條例」所稱中華民國境外個人、法人、政府機關或境內外金融機構之身分始得於 OBU 開設「外匯存款帳戶」。

The Account Holder duly understands that it must qualify as a natural person, juristic person, government agency outside the territory of the Republic of China (hereinafter "R.O.C. ") or a financial institution within or outside the territory of the R.O.C., as defined under the Offshore Banking Act, in order to open a "foreign currency deposit account" with the OBU.

- (三) 存戶已成年但受有輔助宣告者，輔助人同意存戶遵守本綜合約定書所載約定事項，及因存戶所開設帳戶或所使用服務項目嗣後因需要而衍生之相關約定事項， 貴行無須另徵得輔助人之同意或承認。

If the Account Holder is an adult subject to statutory assistance, the statutory assistant of the Account Holder shall agree that the Account Holder shall abide by the terms of this Agreement, as well as any other related terms subsequently and necessarily arising from the account opened or services used by the Account Holder. The Bank shall not be required to seek separate consent or acknowledgement from the statutory assistant.

### 三、 原留印鑑 Authorized Signature Stamp

- (一) 存戶於本綜合約定書下有關之一切事項及交易往來，除另有約定外，均以存戶於 貴行留存之原留印鑑為憑，或經 貴行同意以存戶之簽名辦理。凡以存戶之原留印鑑樣式取（匯）款或向 貴行申辦、變更或中止與本綜合約定書所載之相關服務項目者，均視為存戶之代理人。

Unless otherwise agreed, all matters and transactions conducted by the Account Holder under this Agreement shall be effected on the strength of the Authorized Signature Stamp, or, where the Bank agrees, the Account Holder's signature. **Those who make withdrawals (or transfers), or request, change or discontinue the relevant services under this Agreement with the Bank on the strength of the Account Holder's Original Specimen Stamp shall be deemed the Account Holder's agent.**

- (二) 存戶得經 貴行同意而以第三人（即被授權簽章人）之印鑑樣式為原留印鑑樣式之一部或全部，但與第三人間所生之糾紛或法律責任等，概由存戶自行理清，與 貴行無涉。

**With the Bank's consent, the Account Holder may use the specimen stamp of a third party (i.e., an authorized signatory) as part or all of the Account Holder's Original Specimen Stamp, provided that the Account Holder shall be solely responsible for any dispute or legal liability arising in connection with such third party, and such dispute or legal liability shall have no bearing on the Bank.**

- (三) 存戶或被授權簽章人之印鑑樣式如有變更時，於存戶、被授權簽章人向 貴行辦妥變更原留印鑑手續前，對 貴行不生變更效力。

In the event of any change to the specimen stamp of the Account Holder or the authorized signatory, such change shall not become effective until the Account Holder or the authorized signatory completes the procedures to change the Authorized Signature Stamp with the Bank.

- (四) 存戶如係法人，對於法人之負責人死亡或因其他事由更換負責人者，在新任負責人辦妥原留印鑑變更前， 貴行得暫停憑原留印鑑付款。存戶更換原留印鑑或變更公司負責人時，應向原開戶單位辦理，但經 貴行同意者，不在此限。

If the Account Holder is a legal person and its legal representative is replaced due to death or other reasons, the Bank may suspend payments made on the strength of the Authorized Signature Stamp until the new legal representative duly completes the procedures to change the stamp. Any change to the Account Holder's Authorized Signature Stamp or its legal representative shall be carried out at the original branch with which the account was opened, unless otherwise agreed by the Bank.

- (五) 約定原留印鑑為「參照既有存款帳戶之印鑑樣式」者，被參照之印鑑樣式日後如經掛失或更換，則參照該印鑑樣式之所有帳戶亦將同時掛失或更換其印鑑。經更換之被參照印鑑樣式自生效日起生效，如因辦理印鑑更換、帳戶銷戶，致無任何有效帳號參照該印鑑樣式時，該印鑑樣式將自動註銷。

In the case of Authorized Signature Stamp opting for "refer to the original stamp of an existing deposit account", if the referenced stamp is changed or reported of loss in the future, all of account(s) referred to the stamp will be changed or reported of loss their specimen stamp(s) at the same time. The change of the referenced stamp will effect on effective date. If a stamp is no longer referenced to any other valid account after change, account closed, such stamp will be automatically rendered void.

- (六) 定期性存款相關業務，除另有約定外，約定使用存戶設於 貴行任一存款之原留印鑑。

Unless otherwise agreed, the Authorized Signature Stamp of any deposit accounts could be applied to relevant business of time deposit.

### 四、 最低起息額 Minimum Deposit Amount for Interest Accrual

存款戶最低存入金額依 貴行規定辦理，但法令另有規定者（例：政治獻金專戶），不在此限。各類幣別之活期存款均依不同幣別分別計算最低計息金額，各類幣別之活期存款每日日終餘額未達 貴行訂定各幣別最低計息金額者，概不計息（現行最低計息金額：等值美元壹佰元（含）以上）。貴行得因業務需要變更最低計息金額，除有利於存戶者外，貴行應至少於生效日 60 日前於網站或其他方式公告以代通知，存戶同意適用新變更後規定。

The minimum deposit amount required to open a deposit account shall be stipulated by the Bank, unless otherwise provided by law (e.g. with respect to special accounts for political contributions). Different minimum amounts for interest accrual are prescribed for current deposits in different currencies depending on the currency of the deposit. If the daily end of day balance of any account does not reach the minimum amount for interest accrual as stipulated by the Bank, no interest will accrue on such account. (The current respective minimum amounts for interest accrual are as follows: equivalent of US\$100.) The Bank may change the minimum amounts for interest accrual based on business needs. Except for changes favorable to the Account Holder, the Bank shall make public any change to said minimum amounts on its official website or by way of public announcement in lieu of notice at least 60 days prior to the effective day of the change. The Account Holder agrees that any new minimum so adjusted shall apply.

### 五、 利率 Interest Rate

各該存款利率，依存款種類、外匯幣別及存款期間，以 貴行牌告利率浮動計算，但存戶與 貴行另有約定者，不在此限。倘 貴行認為有必要調整各該存款之牌告利率時，得逕予調整，毋庸通知或取得存戶之同意，但應公告於 貴行營業場所。

Unless otherwise agreed with the Bank, the interest rates shall be calculated based on the corresponding floating interest rates published by the Bank for deposits of different types, currencies and with different terms. The Bank may adjust the published interest rates as it deems necessary without any notice to or consent from the Account Holder, provided that such adjusted rates

shall be posted on the Bank's business premises.

#### 六、 利息計算 Interest Calculation

- (一) 除另有約定外，貴行之港幣、英鎊、新加坡幣、南非幣及泰國幣等幣別之活期性與定期性存款應依 貴行牌告利率(或約定利率)除以 365 按日計算，其餘外幣之活期性與定期性存款則依 貴行牌告利率(或約定利率)除以 360 按日計算，活期性存款並於每年六月二十日及十二月二十日結算而於次日滾入本金生息，遇假日不順延；如未屆結算期而中途銷戶者，則按實存日數計息。

Unless otherwise agreed, interest on current deposits and time deposits with the Bank in Hong Kong Dollars, British Pounds, Singapore Dollars, South African Rands and Thai Bahts shall be calculated daily based on the interest rate published by the Bank (or the agreed interest rate) divided by 365; interest on current deposits and time deposits in all other foreign currencies shall be calculated daily based on the interest rate published by the Bank (or the agreed interest rate) divided by 360. Interest on current deposits shall be calculated on June 20 and December 20 each year and then rolled over into the principal to accrue interest. Interest calculation dates will not be postponed to the next business day even if they fall on holidays. If the account is closed before an interest calculation date, interest shall be calculated based on the actual number of days during which funds are kept in the account.

- (二) 前項所稱按日計算：係以每日 22 時為日終切換點，以該切換點之存款餘額為計息基數，依前條所載利率浮動計算。貴行之日圓利息算至元為止，元以下四捨五入；其餘外幣者計算至小數點以下二位為止，小數點以下第三位無條件捨去。存戶於非營業日以自動化設備(例：ATM、電話銀行、網路銀行)自活期性存款帳戶轉帳開立定期性存款(包括但不限於電子存單、綜定存)，並與 貴行約定以次一營業日為該定期性存款之「計息基準日」者， 貴行同意就該轉存定期性存款之金額、於該非營業日期間內仍視為活期存款帳戶之計息基數。

The daily interest calculation referred to in the preceding paragraph shall be based on the end of day balance at 22:00 (i.e., the end of day cutoff point) each day as well as the floating interest rates specified in the preceding paragraph. The interest in JPY shall be rounded upwards to the nearest dollar, and the interest rate in other foreign currency shall be rounded down to the two decimal places. If the Account Holder sets up a time deposit and transfers funds from his/her/its current deposit account into the time deposit on a non-business day by automated means (e.g. ATM, phone banking, online banking), and agrees with the Bank that the Interest Start Date for the time deposit shall be the next business day, then the Bank agrees to include the amount converted to time deposit as part of the base amount for calculating interest on the current deposit account for the non-business day on which the conversion takes place.

- (三) 存戶以自動化設備(例：電話銀行、網路銀行)開立之定期性存款(包括但不限於電子存單、綜定存)其到期日為非營業日者， 貴行同意該筆到期之定存款額，其本金部分於該非營業日仍以原定存利率計付並一併計入到期本息金額，不另計入活期存款帳戶之計息基數。

If the Account Holder sets up a time deposit (including without limitation electronic certificate of deposit, Omnibus Time Deposit (as defined below)) by automated means (e.g. phone banking, online banking) whose maturity date falls on a non-business day, the Bank agrees that the amount of principal maturing on that day will still accrue interest on the same day based on the original time deposit interest rate and be included in the total principal and interest amount of the time deposit, and will not be included as part of the base for calculating interest on the Account Holder's current deposit account.

#### 七、 利息給付 Interest Payment

- (一) 定期性存款(包括存戶開立之實體存單、無實體存單或以任何形式與 貴行約定存款期間之特定存款)利息則依 貴行牌告(或約定)各存款幣別利率按日單利計算，利息依約定之方式給付，未約定給付方式者，均於當次存期屆至時一次給付。

Interest on time deposit (including physical certificate of deposit, paperless time deposit or any specific deposit whose deposit term is agreed with the Bank in any manner) set up by the Account Holder with the Bank will be calculated daily on the basis of simple interest based on the interest rates published (or agreed) by the Bank for the corresponding currency. Interest shall be paid as agreed. If there is no agreement in this regard, interest will be paid in one lump sum at maturity of the deposit.

- (二) 定期性存款辦理展期續存時(含約定自動續存)，均以轉存日(續存日)之 貴行牌告(或約定)定期存款利率計息。但另約定給付方式者，從其約定。

If a time deposit is rolled over (including an agreed automatic rollover), interest will be calculated based on the time deposit interest rate published (or agreed) by the Bank on the date of rollover (or renewal), unless another payment arrangement has been agreed upon, in which case such other arrangement shall apply.

#### 八、 存摺、原留印鑑、密碼及其他取款憑證等之保管

Safekeeping of Passbook, Authorized Signature Stamp, Password, Other Withdrawal Slips or Other Such Things

存戶之存摺、原留印鑑、密碼及其他取款憑證等應妥善保管及保密，如有遺失、滅失、被竊、被搶或其他情事而脫離占有時，應立即以電話或於營業時間內親自向 貴行辦理掛失止付相關手續，但存摺、原留印鑑、密碼及其他取款憑證之掛失限向原開戶單位辦理，但經 貴行同意受理者，不在此限。在 貴行受理完成掛失止付手續以前，已經付款或受理申辦者，對存戶仍有清償或申辦事項生效之效力。但以電話掛失者，應於次一營業日前補辦書面手續。

The Account Holder shall keep his/her/its passbook, Authorized Signature Stamp, password, ATM card, other withdrawal slips or other such things safe and confidential. If the Account Holder's passbook, Authorized Signature Stamp, password, other withdrawal slips or other such things are lost, damaged, stolen, or taken by robbery or otherwise taken by dispossession, the Account Holder shall immediately carry out the procedures to report loss and stop payment with the Bank in person during business hours or by telephone. However, loss reporting of passbook, Authorized Signature Stamp, password and other withdrawal slips may only be carried out with the original branch with which the account was opened, unless the Bank agrees otherwise. Before the Bank accepts and completes the procedures for reporting loss and stopping payment, any payment already made or payment request already accepted shall remain binding on the Account Holder. However, if the Account Holder reports a loss by telephone, he/she/it shall complete the follow-up procedures in writing by the next business day.

#### 九、 存取款 Deposit and Withdrawal

- (一) 除另有約定外，存戶取款時應將已簽蓋與原留印鑑樣式相符之取款憑條連同存摺交予 貴行登記。存戶亦得憑簽蓋與原留印鑑樣式相符之取款憑證予 貴行辦理無摺方式提取存款(除貴行另有規定外)。

Unless otherwise agreed, to make a withdrawal, the Account Holder shall present a withdrawal slip with the Authorized Signature Stamp affixed thereto, together with the passbook, to the Bank for its records. The Account Holder may also withdraw money without his/her/its passbook by way of a withdrawal slip with the Authorized Signature Stamp affixed thereto (unless otherwise required by the Bank).

- (二) 存戶辦理存款時，應依 貴行印製之存款憑證所規定之字體及方式逐字密接填寫存取款金額且不得更改，存取款憑證未列印金額單位之欄位者，應於金額尾數加「整」或「正」字，又如「壹拾元」、「壹拾萬元」，均不得略去「壹」字，否則 貴行得不予支付。

To make a deposit or withdrawal, the Account Holder shall fill in the amount on the deposit/withdrawal slip printed by the Bank in such font and manner as required by the Bank, without leaving any space or making any correction. Where no place value is indicated on the deposit/withdrawal slip, the word "only" shall be added to the end of the amount. Number words such as "one" as in "one hundred thousand dollars" must not be omitted, otherwise the Bank may refuse payment.

- (三) 就外匯存款帳戶之存款及交易，存戶應自行承擔各有關外匯價值波動、兌換限制及兌換損失之風險。各幣別之存款若因受天災、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給付之。

**All risks arising from exchange rate fluctuations, currency conversion restrictions, or exchange loss with respect to any deposits or transactions in the foreign currency deposit account shall be borne solely by the Account Holder.** If payments out of the deposits in a given currency cannot be made in the agreed foreign currency due to an event of force majeure (such as natural disaster, seismic event or war) or any other reasons not attributable to the Bank (such as foreign exchange control or loss of liquidity of the original currency), the Account Holder agrees that the Bank may make such payments in other foreign currencies or NTD.

#### 十、 錯帳及款項返還 Error and Return of Funds

- (一) 匯入匯款或存入款項，若因貴行、 貴行聯行或國外委託付款銀行之作業錯誤、誤寫帳號或戶名、金額、操作錯誤或電腦設備故障等原因，致發生誤入存戶帳戶或溢入情事者，一經 貴行查覺或國外委託付款銀行通知，不論該款是否已被領用， 貴行得逕自存戶存款帳內如數扣減，無須另通知存戶，如已被提用，存戶應立即返還所提用之款項及貴行所訂之利息。

If the Bank, its correspondence or overseas correspondent banks make an error in processing a transfer or deposit, or mistakenly deposit funds or deposit too much funds into the Account Holder's account due to an error in the account number, Account Holder's name or amount, or an operational error or a computer or equipment breakdown, the Bank may, upon discovery of such error, or notified by the overseas correspondent bank, immediately recover the amount from the account without notice to the Account Holder. If the Account Holder has withdrawn the funds, he/she/it shall immediately return the funds plus the interest thereon at such rate as determined by the Bank.

- (二) 存戶帳戶經司法、檢察機關依法列為警示帳戶，並經司法、檢察機關判定確供犯罪使用者， 貴行有權憑司法機關之處分書或判決書，或依主管機關相關規範，逕將款項提付交還予應返還之人。
- If the Account Holder's account is put on a watch list by any judicial or prosecutorial authority and is later found by such authority to be used for criminal activities, the Bank shall have the right to directly return the amount to the appropriate person on the strength of the judicial authority's disciplinary document or judgment or in accordance with the relevant regulations of the competent authority.

#### 十一、 存摺 Passbook

- (一) 存戶領用之存摺每頁均有頁次，存戶不得撕去或自行填寫塗改。存摺上存提款明細或結存餘額或定期存款紀錄或存戶查詢所得之餘額如與 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。但經存戶核對 貴行提出之交易紀錄，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。

Each page of the passbook given to the Account Holder has a page number. The Account Holder must not tear off any page from, or make alterations to, the passbook without authorization. In the event of any inconsistency between (a) the deposit/withdrawal details, account balance or time deposit records shown in the passbook, or the balance amount obtained by the Account Holder through enquiry, on the one hand and (b) the amount recorded by the Bank or the balance stored on the Bank's main computer file on the other, the latter shall prevail. However, after the Account Holder checks the transaction records provided by the Bank, if the Bank confirms that there is indeed an error in the amount or balance recorded by the Bank, the Bank shall make corrections.

- (二) 所有未登摺交易筆數累積達 256 筆時，存戶同意 貴行將以該等存、提款筆數之總計金額濃縮為各一筆交易進行補登。

If the total number of transactions not updated into the passbook reaches 256, the Account Holder agrees that the Bank may consolidate all withdrawals into one entry and all deposits into another entry in the passbook.

- (三) 除另有約定外，本存款結清時，存戶領用之存摺由 貴行蓋「銷戶」戳，打洞後交還存戶。

Unless otherwise agreed, once a deposit account is closed, the Bank shall affix the "Account Closed" stamp to, and punch holes in, the Account Holder's passbook before returning the same to the Account Holder.

#### 十二、 外匯存款帳戶 Foreign Currency Deposit Account

- (一) 本約定條款所稱之「外匯存款」係包括「外匯活期存款」、「外匯定期存款」及兼具外匯活期與定期存款功能之「外匯綜合存款」。存戶開設「外匯綜合存款帳戶」者，得將該帳戶內之存款金額轉帳開立無實體存單之外匯定期存款，並記載於『外匯綜合存款帳戶』存摺之『定期存款存入明細』頁內，不另製交實體存單。

The "foreign currency deposit" as referred to in this Agreement includes foreign currency current deposit, foreign currency time deposit, and foreign currency omnibus deposit having both foreign currency current deposit and time deposit functions. If the Account Holder opens a foreign currency omnibus account, the deposit amount in such account may be converted to a foreign currency time deposit without a physical certificate of deposit ("paperless foreign currency time deposit"), and be recorded on the "Time Deposit Statement" page of the passbook of the foreign currency omnibus account, without a separate physical certificate of deposit.

- (二) 前項自外匯綜合存款帳戶轉帳開立之無實體外匯定期存款到期或中途解約時，到期或中途解約之本息均需轉帳存入原外匯綜合存款帳戶。

Upon maturity or early termination of the aforesaid paperless foreign currency time deposit set up under the foreign currency omnibus account, the principal of and interest on such foreign currency time deposit shall be transferred back to the original foreign currency omnibus account.

- (三) 存戶為辦理存單質借或擔保質押之需要，得至原開戶行申請將外匯綜合存款帳戶內之無實體外匯定期存款依原約定內容轉為實體存單，但原約定之到期方式為『到期解約本利逕入原扣帳之綜活存』者，於轉換後即變更為『本利不轉存，到期來行辦理』。前開無實體存單一經轉為實體存單即依該存單背面所載約定事項辦理。

Where needed for the purposes of borrowing against or pledging a certificate of deposit, the Account Holder may apply to the original account opening branch to convert any paperless foreign currency time deposit in his/her/its foreign currency omnibus account to a physical certificate of deposit on the same terms, provided that in the case of time deposits whose terms stipulate "termination at maturity with the principal and interest credited back to the original debiting omnibus current deposit" shall, after the conversion, be changed to "principal and interest not to be deposited, pending the Account Holder's instruction in person at the Bank upon maturity." Once the aforesaid paperless foreign currency time deposit is converted into a physical certificate of deposit, the terms set forth on the back side of the certificate of deposit shall apply.

#### 十三、 外匯定期性存款 Foreign Currency Time Deposit

- (一) 定期性存款(包括存戶於 OBU 等開立之實體存單、無實體存單或以任何形式與 貴行約定存款期間之特定存款)中途解約時，應於七日前通知 貴行，但經 貴行同意者，不在此限。

The early termination of any time deposit (including physical certificate of deposit, paperless time deposit or any specific deposit whose deposit term is agreed with the Bank in any manner, which is opened by the Account Holder at the OBU) requires a 7-day prior notice to the Bank unless the Bank agrees otherwise.

- (二) 定期性存款中途解約者，應將存款全部一次結清，並依該筆定期存款之訂約日(轉存或續存時，則為轉存日或續存日) 貴行牌告利率，按實際存款期間(包括不足月零星日數，以下同)依下列規定單利計息：

Time deposits shall be settled in full in one lump sum upon early termination, and interest thereon shall be calculated on the basis of simple interest for the actual deposit period (including the days of any period of less than one whole month, same hereinafter) based on the interest rate published by the Bank on the date of the time deposit agreement (or on the date of rollover or renewal, as the case may be) as follows:

1. 未滿一個月時，不予計息。  
No interest shall accrue on deposits of less than one month.
2. 存滿一個月未滿三個月時，照 貴行一個月期牌告利率八折計息。  
Interest on deposits of one month (inclusive) to three months (exclusive) shall be calculated at 80% of the 1-month interest rate published by the Bank.
3. 存滿三個月未滿六個月時，照 貴行三個月期牌告利率八折計息。  
Interest on deposits of three months (inclusive) to six months (exclusive) shall be calculated at 80% of the 3-month interest rate published by the Bank.
4. 存滿六個月未滿九個月時，照 貴行六個月期牌告利率八折計息。  
Interest on deposits of six months (inclusive) to nine months (exclusive) shall be calculated at 80% of the 6-month interest rate published by the Bank.
5. 存滿九個月未滿一年時，照 貴行九個月期牌告利率八折計息。  
Interest on deposits of nine months (inclusive) to one year (exclusive) shall be calculated at 80% of the 9-month interest rate published by the Bank.
6. 存滿一年未滿二年時，照 貴行一年期牌告利率八折計息。  
Interest on deposits of one year (inclusive) to two years (exclusive) shall be calculated at 80% of the 1-year interest rate published by the Bank.
7. 存滿二年以上者，照 貴行二年期牌告利率八折計息。  
Interest on deposits of two years or more shall be calculated at 80% of the 2-year interest rate published by the Bank.

定期存款如經法院或行政執行署依法強制執行，或由 貴行主張抵銷時，視為辦理中途解約。

**If a time deposit is subject to enforcement by a court or the Administrative Enforcement Agency in accordance with the law, or if the Bank asserts its rights to offset, the deposit shall be deemed to be terminated early.**

#### 十四、外匯申報 Foreign Exchange Declaration

- (一) 存戶於 貴行所為之外匯交易，均需自行查明有無依法辦理，並據實填報交易匯款性質。倘由 貴行在相關法令許可之範圍內代存戶為各項相關申報手續，存戶悉數承認，絕無異議；存戶若委任受託人代理申報時，受託人應檢附存戶出具之委託書及存戶與受託人之身分證明文件供 貴行查核，並以存戶之名義辦理申報。

The Account Holder shall be responsible for checking whether all foreign exchange transactions conducted through the Bank have been done so in accordance with the law and shall duly report the nature of the transaction remittance. If the Bank files the declaration on behalf of the Account Holder to the extent permitted by law, the Account Holder shall accept the declaration as is without objections. If the Account Holder authorizes an agent to file the declaration on his/her/its behalf, the authorized agent shall present the Power of Attorney issued by the Account Holder as well as the identity documents of the Account Holder and the agent for the Bank's verification, and file the declaration in the name of the Account Holder.

- (二) 存戶利用與 貴行約定之電子服務項目（例：電話銀行、「網銀網頁版」、「Global MyB2B」、「Global MyB2B App」及「網銀 App」等）進行外匯電子交易時，各該交易限額依 貴行公告之外匯電子交易限額表辦理，各該交易限額有變動者， 貴行應於實施前 30 日公告於營業廳、網站。但因法令變動、主管機關公告之變更或國際突發事件等，不在此限。

**If the Account Holder uses any electronic services provided by the Bank (e.g. phone banking, Online banking, Global MyB2B, Global MyB2B App, Mobile banking App) to conduct electronic foreign currency transactions, the corresponding transaction limits set forth in the Electronic Foreign Currency Transaction Limit Schedule published by the Bank shall apply. In the event of any change to such transaction limits (except changes to the law or changes announced by any competent authorities), the Bank shall post the change on its business premises or website 30 days prior to implementation or significant international incidents.**

#### 十五、匯入匯款 Inward Remittance

- (一) 倘匯款電文指示之英文戶名及存款帳號與存戶開立存款帳戶留存之資料相符時， 貴行得直接撥入存戶該存款帳戶，無須存戶於匯入匯款通知書簽章，惟存戶仍需提供該國外匯款之交易性質，該項匯款一經轉存入戶即視為存戶業已取得該筆款項，存戶不得以匯入匯款通知書未經簽章而對 貴行有所抗辯。

As long as the Account Holder's name in English and the account number indicated in the telegraphic remittance instruction are consistent with the information provided by the Account Holder at the time of account opening, the Bank may directly credit the amount to that account of the Account Holder without obtaining the Account Holder's signature on the inward remittance advice. However, the Account Holder is still required to inform the Bank of the nature of the foreign currency remittance. Upon payment into the Account Holder's account, the remittance shall be deemed to have been received by the Account Holder. The Account Holder shall not make any objection on the grounds that the inward remittance advice has not been signed thereby.

- (二) 外匯匯入匯款倘因匯/受款人資料不全、不正確、無法聯繫受款人取得外匯申報所需資料或其他不可歸責於 貴行之原因致無法完成交易，且於匯入款項生效日起一個月內無法排除者，除另有約定外，存戶同意 貴行得扣除相關費用後逕行辦理退匯；

If an inward foreign currency remittance cannot be completed as a result of incomplete or incorrect information about the sender/receiver, being unable to contact the receiver to obtain the necessary information for foreign exchange declaration, or other reasons not attributable to the Bank, and the issue cannot be resolved within one month of the effective day of the inward remittance, the Account Holder agrees that unless otherwise agreed, the Bank may return the remittance directly after deducting all applicable fees.

- (三) 存戶應繳付之各項費用，並授權 貴行得自匯入款項中扣取或自存戶於 貴行開立之存款帳戶中扣取。  
**The Account Holder authorizes the Bank to debit all applicable fees payable by the Account Holder directly from the remittance amount or from the Account Holder's deposit account with the Bank.**

- (四) 匯入匯款電文依 SWIFT 電文內容為準，倘資金生效日 貴行尚未收到資金，存戶同意，匯入匯款解款入戶日應以 貴行確認已收到該資金之日為準。

The inward remittance message is subject to the information specified in the SWIFT message. If the Bank does not receive the funds on the effective date as indicated in the inward remittance message, the Account Holder agrees that the date on which the remittance funds will be release and credited to the account shall be the date on which the Bank confirms receipt of the funds.

#### 十六、存入票據 Deposit of Notes

存戶存入之外幣票據需經 貴行認可，由存戶背書始可存入，其發票行為及付款地若在國外，自應依各該國法律規定處理。該等票款無論由 貴行代收或先行融墊，倘發生退票，或國外代收銀行，或國外付款銀行扣還已支付款項並加徵退票罰金，或發生其他糾葛情事，所有國外銀行扣減款項，存戶均同意 貴行逕自存戶存款帳戶內如數扣減，如有不足，一經 貴行通知，存戶應立即償還並攜同存摺出具加蓋原留印鑑收據向 貴行辦理取回原退票據並更正存摺記錄。如存戶不來取回退票或 貴行無法通知， 貴行並無代辦保全票據上權利之義務及其他一切責任。

**A foreign currency negotiable instrument deposited by the Account Holder shall be subject to the Bank's approval and shall only be deposited upon the Account Holder's endorsement. If the foreign currency negotiable instrument is issued and to be paid for overseas, the laws of the relevant country(ies) shall apply. If, after the Bank accepts, or advances funds on, the instrument, such instrument is dishonored, or the overseas correspondent bank or paying bank debits the amount already paid and charges a bounce penalty, or other disputes arise, the Account Holder agrees that the Bank**

may debit from the Account Holder's account the amount debited by said overseas banks. If there are insufficient funds in the Account Holder's account, the Account Holder shall, immediately upon the Bank's notice, repay the amount and present the passbook and the receipt affixed with the Authorized Signature Stamp to the Bank to collect the dishonored instrument and correct the records in the passbook. If the Account Holder does not collect the dishonored instrument at the Bank in person or if the Bank is unable to notify the Account Holder, the Bank shall not be under any obligation or liability whatsoever to exercise the rights arising from the instrument on behalf of the Account Holder.

#### 十七、費用 Fees and Charges

- (一) 存戶使用本綜合約定書下各項服務，應依約定收費標準繳納各項費用，各項費用收取標準詳附錄，並公告於營業廳、網站。各項費用收取標準手續費收取金額如有變更，貴行應於實施前 60 日公告於營業廳、網站，以代通知，但因主管機關公告之變更，或有利於存戶者，不受前開公告日期之限制。

If the Account Holder uses any services specified in this Agreement, he/she/it shall pay fees for such services at the agreed rates, which are set forth in the Fee Schedule attached hereto and posted on the Bank's business premises or website. In the event of any change to any fees, the Bank shall post the change on its business premises or website 60 days prior to implementation (in lieu of notice). However, the foregoing provision shall not apply to changes pursuant to any announcement made by any competent authorities, or changes that are favorable to the Account Holder.

- (二) 貴行因履行本綜合約定書下之所有存戶往來交易，倘有不可歸責於貴行之事由而與第三人為訴訟、仲裁、調解及其他交涉時，其所發生之一切費用，包括但不限於律師費、訴訟、仲裁或調解費用及其他處理費用，均由存戶負擔。

All costs incurred by the Bank in any litigation, arbitration, mediation and other negotiations with any third party for any reason not attributable to the Bank arising from the Bank's performance of any transactions with the Account Holder under this Agreement (including without limitation attorney's fees, costs of litigation, arbitration or mediation, and other administrative fees) shall be borne by the Account Holder.

- (三) 存戶依本綜合約定書所應向貴行繳納或應付之各類款項及費用（包含但不限於各項本金、利息、違約金、各項手續費、郵電費、承兌費、貼現息、承諾費、退票違約金、註銷退票紀錄手續費、存入票據退票手續費及其他應付款項等），除另有約定外，授權貴行無須事前通知得逕自存戶之任一存款帳戶內扣抵。

Unless otherwise agreed, the Account Holder authorizes the Bank to debit any payments or fees payable by the Account Holder to the Bank under this Agreement (including without limitation principal, interest, late penalties, service charges, cable charges, acceptance fee, discount interest, commitment fee, penalties for dishonored cheques, service charges for cancelling records of dishonored cheques, services charges for bouncing cheques deposited and other payable amounts) directly from any of the Account Holder's deposit accounts without prior notice.

#### 十八、通訊資料異動 Changes to Contact Information

- (一) 存戶或存戶指定之代收人之地址（含電子郵件信箱）及手機號碼倘有變更者，應即通知貴行，存戶持有網銀密碼者得利用網銀網頁版或利用貴行提供之服務專線（02-2383-1000 或 0800-818-001，手機號碼異動除外）辦理變更，以避免發生通知/信函/對帳單/通知單等寄送延誤或錯誤之情形。貴行對存戶或存戶指定之代收人所為之通知或函件，依存戶或該代收人最後所通知之地址或電子郵件信箱為寄發後，經通常之傳遞期間即視為已送達生效。若因存戶留存之電子郵件信箱、通訊地址及手機號碼資料錯誤或未主動通知貴行該等資料變動者，所衍生帳單之利息、違約金或其他損失，由存戶自行負責，概與貴行無涉。

The Account Holder or the process agent designated by the Account Holder shall notify the Bank immediately if there is any change to his/her/its address (including email address) and mobile phone number. If the Account Holder has an Online Banking Password, he/she/it may use Online banking or the service hotline provided by the Bank (02-2383-1000 or 0800-818-001, not applicable in the case of changes to mobile phone numbers) to make such changes to avoid any delay or error in delivering any notices, letters, account statements, advices or other such communications. Any notice or letter from the Bank to the Account Holder or the process agent designated by the Account Holder shall be deemed duly served and effective following the lapse of a normal delivery period after the same is sent to the address or email address last notified by the Account Holder or the process agent. Any interest or late penalties on bills or other losses arising from any incorrect information provided by the Account Holder about his/her/its email address, correspondence address or mobile phone number or his/her/its failure to notify the Bank of any changes to such information shall be borne solely by the Account Holder, and shall have no bearing on the Bank.

- (二) 存戶於申請書上留存之對帳單寄送方式、電子郵件信箱、通訊地址及手機號碼，將同步異動存戶於貴行各項業務往來之基本資料。

The statement delivery method, email address, correspondence address, and mobile phone number specified or provided by the Account Holder in a change application form shall be simultaneously updated and used as the basic information for all business dealings with the Bank.

#### 十九、對帳單/通知書之寄送 Delivery of Account Statements/Advices

- (一) 除另有約定外，存戶現在及未來與貴行間因存款業務往來，由貴行將依法令規定、或契約約定、或基於服務性質而需向存戶送達之各項對帳單/通知書等，定期以雙方約定之方式寄送或提供查詢，存戶如未接獲當期之對帳單/通知書，應立即通知貴行。

Unless otherwise agreed, the Bank shall, on a regular basis and in such manner as agreed between the Bank and the Account Holder, deliver or grant access to all account statements/advices or other such documents which must be delivered by the Bank to the Account Holder in accordance with applicable laws or agreements, or due to the nature of the relevant services provided, for the current and future business dealings with respect to deposits between the Bank and the Account Holder. If the Account Holder does not receive the account statements/advices for the current period, he/she/it shall notify the Bank immediately.

- (二) 存戶於收到各項對帳單/通知書後應即核對內容，核對後如認為對帳單等文件所載事項有錯誤時，應於收受之日起依各別對帳單所載之期限以書面或其他約定之方式通知貴行，逾期推定其內容無誤。

The Account Holder shall verify the contents of the account statements/advices or other such documents immediately upon receipt of the same. Upon verification, if the Account Holder believes there is any error in any of the statements or other documents, he/she/it shall notify the Bank in writing or in such other manner as agreed by the applicable deadline (counting from the date of receipt) as specified in the statement or document in question, otherwise the statements or documents delivered shall be deemed accurate.

- (三) 存戶得向貴行申請以「電子帳單/電子交易通知」方式，由貴行將存戶之對帳單或交易通知以電子方式傳送至存戶指定之電子郵件信箱，存戶瞭解並同意向貴行申請電子帳單/電子交易通知服務成功者，電子帳單/電子交易通知將取代實體對帳單/交易通知之寄發服務，其效力與實體書面之郵寄及送達相同，存戶不得以未具書面要件而主張該通知無效，亦不得主張貴行未履行寄發對帳單/交易通知之義務。貴行依各項業務約定條款或相關法令規定或基於服務性質，而通知存戶之各該約款、權益或優惠事項等相關變動訊息，得由貴行併同於電子帳單或另以電子郵件方式寄送至前開電子郵件信箱。

The Account Holder may request the Bank to deliver account statements or transaction advices in the form of electronic statements/electronic transaction advices to the email address designated by the Account Holder. The Account Holder understands and agrees that if the request is successful, electronic statements/electronic transaction advices will replace

paper statements or transaction advices and will have the same effect as paper documents delivered by post. The Account Holder shall not claim that such electronic documents are invalid due to the absence of any element of being in written form, nor shall the Account Holder claim that the Bank fails to perform its obligation to deliver account statements/transaction advices. The Bank may notify the Account Holder of any changes to various service terms, relevant rights and interests or offers or other such changes made in accordance with the various service terms or applicable laws or due to the nature of the services provided in an electronic statement or other emails sent to the aforementioned email address designated by the Account Holder.

(四) 貴行依存戶指定之電子信箱寄送電子帳單或電子交易通知書時，以電子帳單或電子交易通知書進入信箱系統視為已寄達。若因非可歸責於 貴行之原因造成寄送失敗(包括但不限於電子信箱地址錯誤、變更或取消電子信箱未通知 貴行、指定之電子信箱系統故障等)，以 貴行寄送時間視為已寄達。Electronic statements or electronic transaction advices delivered by the Bank to the email address designated by the Account Holder shall be deemed duly delivered once the electronic statements or electronic transaction advices enter the email system. If transmission fails for reasons not attributable to the Bank (including without limitation incorrect email address, failure to inform the Bank of any change to or cancellation of email address or failure of the designated email system), such electronic statements or transaction advices shall be deemed duly delivered at the time of sending

(五) 貴行依據存戶與 貴行約定之方式寄送各項對帳單/通知書等，如以紙本郵寄至存戶留存之通訊地址且因無此人、無此地址遭退回時，存戶同意 貴行得暫停寄送，以避免存戶之資料外洩，並於存戶向 貴行異動資料後恢復寄送；如以電子方式寄送至存戶指定之電子信箱且因無此使用者、郵件地址錯誤遭退回時，亦同。

The Bank shall deliver the statements/advices in the manner as agreed between the Account Holder and the Bank. If such manner is postal mail (to the correspondence address provided by the Account Holder to the Bank) and the mail is returned due to no such person or wrong address, the Account Holder agrees that the Bank may suspend postal delivery to prevent the Account Holder's Information from leakage. After the Account Holder changes his/her/its information provided to the Bank, the Bank will revert to delivering the statements/advices. The same shall apply if the agreed delivery manner is email (to the email address designated by the Account Holder) and the email is returned due to no such person and wrong email address.

(六) 存戶並得隨時通知 貴行變更帳單與通知書寄送方式(紙本限寄送台灣地區)，一經變更，即自申請日起算之次月起，依變更內容辦理。但如有人為不當之情況， 貴行有權變更或終止存戶使用電子帳單服務之權利，恢復寄送紙本郵寄帳單，無須事先通知。

The Account Holder may change the statement and advice delivery method by notice to the Bank at any time ("delivery by mail" is only limited to Taiwan). Once the change is made, delivery will be made in accordance with the updated method from the month following the application date. However, in the event of any misconduct, the Bank shall have the right to modify or terminate the Account Holder's right to use the Bank's electronic statement service and revert to delivering paper statements by post without prior notice.

(七) 存戶同意 貴行得因系統、對帳單整併或其他事由，於網站公告 60 日後，將各項對帳單整併為一份，並得以存戶與 貴行間任一業務往來所約定之方式寄送。

The Account Holder agrees that, due to the consolidation of systems, statements or other reasons, after 60 days of the announcement on the Bank's website, the Bank may combine multiple statements into a single statement, and deliver by one of the delivery methods agreed upon by the Account Holder and the Bank for any business dealing.

(八) 發生下列任一情況時， 貴行有權暫時中斷或停止電子帳單之寄送服務，惟 貴行將儘速恢復，以確保存戶權益不受影響：If any of the following circumstances arise, the Bank shall have the right to temporarily suspend or discontinue delivery of electronic statements, provided that the Bank will resume the service as soon as possible to ensure that the Account Holder's rights and interests are not prejudiced:

1. 對 貴行產製電子帳單之相關系統設備進行必要之保養維護。  
Necessary maintenance of the systems and equipment used by the Bank to produce electronic statements.
2. 發生突發性系統設備故障或失靈，或 貴行協力廠商專線故障。  
Unexpected breakdown or failure of relevant systems and equipment, or line failure on the part of the Bank's vendor.
3. 由於天災等不可抗力因素導致無法提供電子帳單服務。  
Inability to provide electronic statements due to force majeure such as natural disasters.

## 二十、 轉讓、設質限制 Restrictions on Transfer and Pledge

存戶之存摺及其他交易憑證，不得轉讓或質押予他人，存戶對於 貴行之各項存款帳戶、投資帳戶或其他對 貴行因本綜合約定書所得主張之債權或其他權利，非經 貴行書面同意，不得轉讓或質押予他人。

**The Account Holder's passbook and any other transaction slips must not be transferred or pledged to any other person. The Account Holder's deposit accounts, investment accounts with the Bank, or other creditor's claims or other rights against the Bank which are available to the Account Holder under this Agreement, shall not be transferred or pledged to any other person without the Bank's written consent.**

## 二十一、 抵銷 Offset

存戶若有對 貴行之任一債務到期或經 貴行依約主張視為全部到期未清償之情形或有「違約情事」發生時，或 貴行認為必要時(如存戶涉及以各種帳戶從事非法活動、或疑似為洗錢之交易時、或 貴行得依法或依約行使抵銷權等類似情事)， 貴行得隨時於事前或同時通知存戶(但不須經存戶同意)終止本綜合約定書下之各項存款(包括定期性存款及活期性存款)及其他約定(即存戶之存款或權益即視為已屆清償期)。屆時， 貴行得依法選對該等帳戶之存款及其他存戶對 貴行主張之各項權益逕行主張抵銷或為必要之處分或以之抵償存戶對 貴行之各項債務， 貴行得於抵銷或抵償後通知存戶，存戶接獲 貴行所為抵銷或抵償之意思表示後， 貴行發給存戶之存摺、存單及其他債權憑證溯自為抵銷之時起，在抵銷範圍內失其效力。如存戶之存款與對 貴行之債務為不同幣別時，抵銷金額以所負債務之幣別為基準，存戶並同意 貴行得依抵銷當日 貴行最後一次牌告匯率折算為各該債務之幣別進行抵銷。如抵銷之金額不足抵償存戶對 貴行所負之全部債務者，依民法第三百二十一條至第三百二十三條規定抵充之。但 貴行指定之順序及方法較民法第三百二十三條之規定更有利於存戶者，從其指定。

**If the Account Holder fails to repay any of his/her/its debts to the Bank when due or all of the debts declared due by the Bank in accordance with relevant agreements, or an event of default occurs, or the Bank deems necessary (e.g. the Account Holder engages in illegal activities or suspected money laundering transactions using various types of accounts, or the Bank is entitled to exercise its right of offset pursuant to applicable laws or relevant agreements), the Bank may, at any time, terminate all deposits (including time deposits, cheque deposits and current deposits) and other terms (i.e., the Account Holder's deposits or rights and interests, which shall be deemed to have reached maturity) under this Agreement by prior or summary notice to (but without the consent of) the Account Holder. In such event, the Bank may, in accordance with applicable laws, offset the outstanding balance in the relevant account(s) against other rights and interests claimed by the Account Holder against the Bank, or dispose of said balance as necessary, or offset said balance against the debts owed by the Account Holder to the Bank. The Bank may notify the Account Holder upon offset. After the Account Holder receives the Bank's notice of intent to offset, the passbook, all certificates of deposit and other certificates of claim issued by the Bank to the Account Holder shall be null and void retroactively from the time and to the extent of the offset. If the Account Holder's deposits and his/her/its debts to the Bank are in different currencies, the offset amount shall be denominated in the currency of the debts. The Account Holder further agrees that for the purpose**

of carrying out the offset, the Bank may convert the offset amount into the currency of the debts based on the exchange rate last published by the Bank on the date of offset. If the offset amount is insufficient to cover all debts owed by the Account Holder to the Bank, the offset shall be carried out in the manner set forth in Articles 321 to 323 of the Civil Code (民法). However, if the order of priority and manner in which the offset is to be carried out as designated by the Bank are more favorable to the Account Holder than those under Article 323 of the Civil Code, then the order and manner designated by the Bank shall apply.

## 二十二、存款扣押 Seizure of Deposits

存戶對 貴行之存款債權或其他請求權利，因政府機關或第三人聲請假扣押、假處分、強制執行或其他法律處分時，除另有約定外，貴行得依外匯活期存款、外匯定期存款之順序依續辦理查封扣押及解付款項等，定存單有多筆或外匯（活期/定期）存款帳戶有多幣別者，由 貴行決定扣解順序。

If any of the Account Holder's claims over deposits or other claims against the Bank are subject to interim seizure, interim injunction, enforcement or other legal proceedings initiated by any government authority or third party, unless otherwise agreed, the Bank may effect the seizure and release the funds in the following order: foreign currency current deposit and foreign currency time deposit. If there are more than one time deposits or if a foreign currency (current/time) deposit account covers several currencies, the Bank shall decide the order in which to effect the seizure and funds release.

## 二十三、線路異常 Line Errors

貴行提供之各項服務及業務，因電信線路故障、停電、網路、電腦故障、第三人行為或其他不可歸責於 貴行之事由所致之錯誤或遲延， 貴行不須負責。

The Bank shall not be liable for any error or delay in any services provided or transactions conducted by the Bank due to telecommunications breakdown, power outage, internet outage or computer breakdown, third party conduct or any other reasons that are not attributable to the Bank.

## 二十四、國泰金控子公司間資料運用聲明 Statement of Data Usage among Subsidiaries of Cathay Financial Holding Co., Ltd.

- (一) 存戶倘係於 103.06.06(含)後與 貴行為業務往來，已瞭解 貴行依法得與國泰人壽保險股份有限公司、國泰世紀產物保險股份有限公司、國泰綜合證券股份有限公司及國泰證券投資信託股份有限公司共同蒐集、處理及利用存戶之個人資料範圍限姓名及地址(含 e-mail 電郵地址)，存戶之其他個人資料，均依個人資料保護法相關規定辦理。存戶於 103.06.05(含)以前已與 貴行為業務往來，並且未行使退出權者(以存戶最新的意思通知為準)， 貴行及上開公司依法得進行交互運用之資料範圍限於存戶之基本資料內。

Where the Account Holder commenced his/her/its business dealings with the Bank on or after June 6, 2014, the Account Holder understood that the personal information about him/her/it which may be lawfully collected, processed, used or shared by the Bank with Cathay Life Insurance Co., Ltd., Cathay Century Insurance Co., Ltd., Cathay Securities Corporation Ltd. and Cathay Securities Investment Trust Co., Ltd. is limited to the Account Holder's name and address (including email address). Other personal information about the Account Holder shall be handled in accordance with the applicable provisions of the PDPA. If the Account Holder commenced his/her/its business dealings with the Bank on or before June 5, 2014 and has not exercised his/her/its right to exit (based on the Account Holder's latest notice of intent), the information that the Bank and the companies mentioned above may share or use is limited to the basic information about the Account Holder.

- (二) 存戶資料如有變更，得隨時通知 貴行或上開公司修正變更資料，並得隨時通知 貴行或上開公司停止前開資料之交互運用(含蒐集、處理及利用)(免付費電話 0800-818001)。

In the event of any change in the Account Holder's information, the Account Holder may notify the Bank or the aforementioned companies of such change at any time, and may request the Bank or the aforementioned companies to cease sharing or utilizing (including collecting, processing and using) such information. (Toll-free number 0800-818001)

- (三) 存戶同意 貴行所屬之國泰金融控股公司得為管理被投資事業及風險控管，向 貴行取得存戶資料以建置資料庫並進行業務分析，但非經存戶同意不得將存戶之往來交易資料揭露予其他子公司或第三人。

The Account Holder agrees that Cathay Financial Holding Co., Ltd., i.e., the Bank's parent company (hereinafter the "Parent Company"), may obtain the Account Holder's information from the Bank to build a database and perform business analyses for the purposes of managing the businesses in which it has invested and controlling risks, provided that none of the Account Holder's transaction information shall be disclosed to any other subsidiaries or third parties without the Account Holder's consent.

## 二十五、保密聲明措施 Confidentiality Statement

貴行所擁有之存戶資料，必係存戶於行銷活動、交易往來之過程中，經存戶同意或於存戶簽訂之各類契約文書中明文約定而取得，取得之資料均嚴密地保存在 貴行所屬之金融控股公司與 貴行為同一金融控股公司之各子公司或受 貴行、 貴行所屬之金融控股公司及 貴行為同一金融控股公司之各子公司委任處理資訊系統之第三人資料庫系統中，除以「SSL」機制進行資料傳輸的加密，更應用「DES 亂碼」方式儲存密碼，防止第三人非法入侵或內部之非法使用，存戶資料只能在為提供存戶整體性多元化之金融理財商品或服務之目的或法令之許可下，方可使用，任何不在授權範圍內之人，均無法通過授權控管系統而取得或交互運用存戶資料。存戶資料如有變更，可隨時通知 貴行與 貴行為同一金融控股公司之各子公司修正變更資料，倘存戶不願意再收到任何金融理財及業務推廣活動訊息時，亦可通知 貴行與 貴行為同一金融控股公司之各子公司之各客戶服務中心，即不再寄發廣告訊息予存戶。

All information about the Account Holder held by the Bank is obtained, with the Account Holder's consent or in accordance with the express provisions of various contracts and documents entered into with the Account Holder, by the Bank in the course of its marketing activities and transactions with the Account Holder. The information so obtained shall be securely kept in the database systems of the Parent Company, other subsidiaries under the same Parent Company, or any third party engaged by the Bank, the Parent Company or other subsidiaries under the same Parent Company to manage their information systems. In addition to using SSL protocol to encrypt data in transit, passwords shall also be stored as "DES scrambling codes" to prevent illegal hacking by third parties or any illegal use internally. The Account Holder's information may only be used for the purposes of providing the Account Holder with holistic and diversified financial products or services or as permitted by law. No unauthorized person may access, share or use the Account Holder's information through the access control system. In the event of any change to the Account Holder's information, the Account Holder may, at any time, request by notice to the Bank or the subsidiaries under the same Parent Company that the information be amended. If the Account Holder no longer wishes to receive communications about financial products or promotional activities, he/she/it may also notify the customer service center of the Bank or other subsidiaries under the same Parent Company, upon which the Bank or subsidiaries shall stop sending advertising communications to the Account Holder.

## 二十六、洗錢防制/打擊資恐/經貿制裁條款 Anti-Money Laundering /Countering the Financing of Terrorism /Economic and Trade Sanction Clauses

貴行為控管風險、配合並執行國際洗錢防制作業、打擊資恐活動、防制資助武器擴散之目的，對存戶、存戶集團成員、及其實質受益人、高階管理人、關聯人(如代理人、代表人、連帶借款人、保證人、連帶保證人、一般保證人、共同發票人、票據債務人、連帶債務人、擔保物提供者、及被授權人等)及交易對象等(前揭臚列對象以下合稱「存戶關聯人」)於法令許可之範圍內(包含但不限於「洗錢防制法」、「資恐防制法」、「金融機構防制洗錢辦法」、「銀行業及其他經金融監督管理委員會指定之金融機構

防制洗錢及打擊資恐內部控制與稽核制度實施辦法」及「銀行防制洗錢及打擊資恐注意事項範本」等之規定)執行相關之措施(包括但不限於定期及/或不定期之審查、調查及申報等),於以下情形,貴行均毋須對存戶或存戶關聯人承擔任何損害賠償責任: Under the following circumstances, the Bank shall not be liable for any damages to the Account Holder or Related Parties (as defined below) for implementing measures (including without limitation reviews, investigations and filings on a regular basis and/or from time to time) against the Account Holder, members of the Account Holder's group, as well as the Account Holder's beneficiary owner, officials, related persons (such as agents, representatives, joint and several borrowers, guarantors, joint and several guarantors, general guarantors, joint issuers, bill debtors, joint and several debtors, collateral providers and authorized persons) and transaction counterparties (each a "Related Party," collectively "Related Parties") for the purposes of risk management, cooperating with and implementing international anti-money laundering (AML) operations, combating the financing of terrorism (CFT) and countering proliferation financing (CPF) to the extent permitted by law (including without limitation the Money Laundering Control Act (洗錢防制法), the Counter-Terrorism Financing Act (資恐防制法), the Regulations Governing Anti-Money Laundering of Financial Institutions (金融機構防制洗錢辦法), the Regulations Governing Internal Audit and Internal Control System of Anti-Money Laundering and Countering Terrorism Financing of Banking Business and Other Financial Institutions Designated by the Financial Supervisory Commission (銀行業及其他經金融監督管理委員會指定之金融機構防制洗錢及打擊資恐內部控制與稽核制度實施辦法), and the Specimen of Guidelines Governing Anti-Money Laundering and Combatting the Financing of Terrorism by the Banking Sector (銀行防制洗錢及打擊資恐注意事項範本):

- (一) 若存戶或存戶關聯人為受任何國家或國際組織之經濟或貿易制裁之個人、法人或團體,或本國政府或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,貴行得暫停存戶各項業務關係與交易,且限制存戶不得繼續動用授信額度,或減少授信額度或縮短借款期限,或視為全部或部分到期、加速到期、禁止開立新帳戶及往來新產品或新業務,或逕行銷戶、終止各項業務關係。

Where the Account Holder or Related Party involved is an individual, legal person or group subject to economic or trade sanctions by any country or international organization, or is a terrorist or terrorist group identified or pursued by the government where it is located, any foreign government or any international anti-money laundering organization, then the Bank may suspend the Account Holder's business relationships and transactions, and bar the Account Holder from continuing to draw down on any credit facility, or reduce the amount of any credit facility or shorten any loan tenor, or deem such facility/loan mature in whole or in part, accelerate the maturity of such facility/loan, prohibit the Account Holder from opening new accounts and using new products or new services, or directly close the account or terminate all business relationships.

- (二) 貴行於建立業務關係過程、建立業務關係後貴行之相關定期及/或不定期審查作業、存戶與貴行進行各項交易或貴行認為有必要時(包括但不限於懷疑存戶交易異常、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)時,得請存戶於貴行所定期間內提供必要之存戶及存戶關聯人資料(含審查所需之必要個人資料)與交易性質、目的、資金來源之說明;若存戶拒絕或遲延提供前開之資料、或貴行認為必要時(如控管風險、存戶涉及非法活動、疑似為洗錢交易或資恐活動或資助武器擴散、或媒體報導涉及違法之特殊案件相關帳戶等)貴行得暫停存戶各項業務關係與交易,且限制存戶不得繼續動用授信額度,或減少授信額度或縮短借款期限,或視為全部或部分到期、加速到期、禁止開立新帳戶及往來新產品或新業務,或逕行銷戶、終止各項業務關係。

During and after the establishment of business relationships, when the Bank conducts regular and/or ad hoc reviews or when the Account Holder conducts any transaction with the Bank, or when the Bank deems necessary (including without limitation where the Account Holder is suspected of engaging in unusual transactions, or is involved in illegal activities, suspected money laundering or terrorism financing activities or special cases involving illegal activities reported by the press), the Bank may request the Account Holder to provide necessary information on the Account Holder and Related Parties (including personal information required for the review), as well as a statement on the transaction nature, transaction purpose and the source of funding, within the period prescribed by the Bank. If the Account Holder refuses to provide or delays in providing the aforesaid information, or if the Bank otherwise deems necessary (such as for risk control purposes, or where the Account Holder is involved in any illegal activities, suspected money laundering activities, terrorism financing activities or proliferation financing activities, or where the account in question relates to special cases involving illegal activities reported by the press), the Bank may suspend the Account Holder's business relationships and transactions, and bar the Account Holder from continuing to draw down on any credit facility, reduce the amount of any credit facility or shorten any loan tenor, or deem such facility/loan mature in whole or in part, accelerate the maturity of such facility/loan, prohibit the Account Holder from opening new accounts and using new products or new services, or directly close the account or terminate all business relationships.

- (三) 貴行得將疑似洗錢、受任何國家或國際組織經濟或貿易限制/制裁、具受貴行控管特殊身分或與前揭目的相關之存戶與貴行從事任何交易之資料、與存戶及存戶關聯人有關之資料在貴行、貴行分支機構、貴行關係企業及其他依法令或經主管機關核准之對象(下稱「收受對象」)間傳遞,以作為機密使用(包括但不限於有關任何服務之提供及作為資料處理、統計及風險分析之用)。前揭各該收受對象依法律、主管機關或法律程序之要求得處理、移轉及揭露該等資料。

The Bank may communicate, among the Bank, its branches, affiliates, and other parties permitted by law or the competent authorities (each a "Recipient"): any information on the Account Holder where he/she/it is suspected of money laundering, is subject to economic or trade restrictions/sanctions by any country or international organization, or has a special status subject to the Bank's control; any information on any transactions with the Account Holder (where he/she/it relates to the foregoing) and the Bank; or any information on the Account Holder and Related Parties, for confidential use (including without limitation for the purposes of providing any related services, data processing, or statistical and risk analysis). Each Recipient may process, transfer or disclose such information as required by law, the competent authorities or legal proceedings.

#### 二十七、美國頒布之外國帳戶稅收遵從法案 (Foreign Account Tax Compliance Act, FATCA) 遵循聲明

##### Statement of Compliance with the United States (U.S.) Foreign Account Tax Compliance Act (FATCA)

- (一) 存戶瞭解對美國稅務身分之不實聲明將會違反美國法令而被科以罰責,存戶並同意將據實申報其於美國稅法下之納稅身分。美國稅務身分之定義悉依美國相關稅法之規定為準(包括但不限於美國公司、法人、公民、居民、綠卡持有人及有實質居留之人等)。

The Account Holder understands that any false statement about his/her/its U.S. tax status will be subject to penalties of perjury under U.S. laws. The Account Holder agrees to truthfully declare his/her/its tax status under U.S. tax law. The definition of "U.S. tax status" shall be that which is provided under U.S. tax law (including without limitation U.S. companies, legal entities, citizens, residents, green card holders and bona fide residents).

- (二) 除非存戶於申請書上註明具有美國稅務身分,存戶茲聲明其並非具有美國聯邦所得稅規範適用對象之美國稅務身分。

Unless the Account Holder declares his/her/its U.S. tax status in an application form, the Account Holder shall be deemed to have declared that he/she/it "does not" have a U.S. tax status that is subject to U.S. federal income tax regulations.

- (三) 存戶同意將來倘若成為美國公司、法人、公民、居民、或有美國永久居留權或具其他美國稅務身分時,將主動於 30 日內通知貴行。

- The Account Holder agrees to voluntarily notify the Bank within 30 days if he/she/it becomes a U.S. company, legal entity, citizen, resident, or obtains U.S. permanent residency or any other U.S. tax status.
- (四) 存戶主動告知或經 貴行合理懷疑其具美國人或其他美國稅務身分而詢問存戶時，存戶有據實告知之義務，存戶並同意依實際狀況簽具美國 IRS 之「W-9」、「W-8BEN」或「W-8BEN-E」...等相關表格，並應同時依美國相關稅法規定出具及提供所需文件予 貴行；如存戶未履行上開義務者，存戶同意賠償 貴行因未遵守美國相關稅賦法令之規定而可能遭受/支付之任何支出、損失、罰款或其他類似款項。

The Account Holder shall be obligated to provide truthful information in his/her/its voluntary notifications, or when the Bank has reasonable doubts and thus inquires about his/her/its U.S. citizenship or other U.S. tax status. The Account Holder also agrees to truthfully complete and sign all relevant U.S. IRS forms such as Form W-9, Form W-8BEN or Form W-8BEN-E, and issue and provide to the Bank all necessary documents as required by applicable U.S. tax law. If the Account Holder fails to perform said obligations, the Account Holder agrees to indemnify the Bank against any expense, loss, penalty or other similar payments that may be incurred/paid due to its failure to comply with applicable U.S. tax law.

#### 二十八、 CRS 共同申報準則條款 Common Reporting Standard under the CRS (as defined below)

存戶知悉並了解 貴行為因應金融機構執行共同申報及盡職審查作業辦法(簡稱 CRS)事宜，須依法配合採行相關措施，並同意 貴行得為遵循 CRS 等規範，而蒐集、處理、利用及國際傳輸 CRS 規範所要求之申報資料，包括但不限於存戶之個人及帳務往來之相關資料，並將前述相關申報資料向稅捐稽徵機關或其授權之機關申報，從而將上述相關申報資料轉交至存戶的稅務居民身分所在地之稅務機關當局。存戶並了解依據稅捐稽徵法第 46 條之 1 規定，有關機關、機構、團體、事業或個人違反稅捐稽徵法第 5 條之 1 第 3 項規定，規避、妨礙或拒絕財政部或其授權之機關調查或備詢，或未應要求或未配合提供有關資訊者，由財政部或其授權之機關依法處以罰鍰，並通知限期配合辦理；屆期未配合辦理者，得按次處罰。存戶並應自行確認於 貴行所留國外地址之當地國家法(包括但不限於稅務、會計等相關規定)均已充分了解。倘因存戶未能遵守或違反各該國之法規，所造成之損失或法律責任，概由存戶自行承擔，與 貴行無涉。

The Account Holder acknowledges and understands that the Bank shall adopt relevant measures as required by the Regulations Governing the Implementation of the Common Standard on Reporting and Due Diligence for Financial Institutions (金融機構執行共同申報及盡職審查作業辦法) ("CRS"). The Account Holder agrees that in order to comply with the CRS and other such regulations, the Bank may collect, process, use and transmit internationally the information required by the CRS (including without limitation information relating to the Account Holder's personal or account transactions), and report the aforementioned information to the relevant tax collection authority or an agency authorized thereby, for the purpose of reporting such information to the competent tax authority of the jurisdiction of the Account Holder's tax residence. The Account Holder further understands that pursuant to Article 46-1 of the Tax Collection Act (稅捐稽徵法), the Ministry of Finance or its authorized agencies may impose a fine if an agency, institution, organization, enterprise, or individual (each an "offender") violates paragraph 3 of Article 5-1 of the Tax Collection Act, and avoids, hinders, or refuses investigation or inquiry by the Ministry of Finance or its authorized agencies, or fails to submit relevant information and documents required, and may give notice to such offender that he/she/it must cooperate within a given time limit. If the offender fails to cooperate, he/she/it may be fined for each and every infraction. The Account Holder shall ensure that he/she/it fully understands the local laws (including without limitation tax or accounting-related regulations) of the country of the foreign address provided thereby to the Bank. If the Account Holder fails to comply with, or violates, the laws of said country, any loss or legal liability so caused shall be borne solely by the Account Holder, and such loss or liability shall have no bearing on the Bank.

#### 二十九、 委外作業 Outsourcing

存戶茲同意 貴行得於法令最大許可及必要之範圍內，將存戶與 貴行往來交易處理事項之一部或全部(包括但不限於行銷、行政、電信、電腦作業、資料(含客戶資料)登錄、處理、輸出、擔保品或不動產鑑價、點交或拍賣等作業、債務委外催收、資訊系統開發、監控及維護、後勤作業(包含但不限於貿易金融業務(信用狀開發、讓購、及進出口託收等))、不良債權之評價、分類、組合及銷售、文件掃描作業、資料輸入、表單列印、裝封、交付郵寄、轉匯、存款、付款、交換、徵信、催收等各項與 貴行處理交易及作業有關之事項)，委由第三人(包括位於台灣境內或境外之第三人(包括「雲端服務業者」))代為處理，並同意 貴行得將存戶之各項往來資料(簡稱「客戶資料」，並包括存戶本身之資料及存戶所提供關於客戶人員之各項個人資料、授信資料及交易資料)，於處理必要範圍內提供予受 貴行委任處理事務之第三人。存戶同意銀行或其他第三人之合作關係、名稱或組織變更時，本約定條款仍繼續有效。

The Account Holder hereby agrees that to the greatest extent permitted by law and to the extent necessary, the Bank may engage third parties (including ROC and overseas third parties (including cloud service providers)) to carry out part or all of the business matters relating to the transactions between the Account Holder and the Bank (including without limitation matters relating to the Bank's transactions or operations such as: marketing; administration; telecommunications; computer operations; data (including customer data) entry, processing or export; collateral or real estate valuation, delivery, auctioning or other such operations; outsourcing debt collection; information systems development, monitoring and maintenance; logistics (including without limitation trade finance (such as issuance or negotiation of letter of credit, and import/export collection)); valuation, classification, consolidation, and sale of bad debts; document scanning services; data input; form printing, packing and sealing, delivery and posting; remittance and transfer; deposit; payment; exchange; credit reporting; collection). The Account Holder further agrees that the Bank may, to the extent necessary, provide the Account Holder's information (i.e., customer data, including information about the Account Holder, personal information about the Account Holder provided by the Account Holder, credit line information and transaction information) to the third parties engaged by the Bank to carry out business matters on its behalf. The Account Holder agrees that this clause shall remain in force even if there is any change to the partnership relationship, name or organizational structure of the Bank or other third parties.

#### 三十、 資料之使用及特別國際資料之傳輸與規定 Use of Data and Special International Data Transmission and Requirements

- (一) 個人資料使用：存戶聲明並保證，就存戶(如為法人)於提供其代表人、董事、監察人、經理人及員工之個人資料予 貴行前，存戶已提供 貴行「個人資料蒐集、處理及利用告知事項」予該等代表人、董事、監察人、經理人及員工，且已確認其明確瞭解 貴行「個人資料蒐集、處理及利用告知事項」之告知事項內容。存戶並確認，就存戶提供之任何個人有關資料，均已獲得該等個人之同意向 貴行蒐集、處理、利用及國際傳遞該等資料。存戶提供 貴行之相關資料，如遭 貴行以外之機構或人員竊取、洩漏、竄改或其他侵害者，應儘速以適當方式通知存戶，且存戶向 貴行要求提供相關資料流向情形時， 貴行應即提供存戶該等資料流向之機構或人員名單。

Use of personal information: the Account Holder represents and warrants that before the Account Holder (in the case of a legal person) provides to the Bank the personal information about its representative, directors, supervisors, managers or employees, the Account Holder has already provided to such persons the Bank's Notification of the Collection, Processing and Use of Personal Information and has confirmed that such persons fully understand the contents of the Notification of the Collection, Processing and Use of Personal Information. The Account Holder further confirms that where he/she/it provides any data about any individual, he/she/it has obtained such individual's consent to the Bank's collection, processing, use and international transmission of such data. If the data provided by the Account Holder is stolen, leaked, tampered with or otherwise breached by an organization or personnel other than the Bank, the Bank shall notify the Account Holder in an appropriate manner as soon as possible. In addition, if the Account Holder requests the Bank to provide the data flow information thereto, the Bank shall immediately provide to the Account Holder the list of organizations or personnel to which

the data has flowed.

- (二) 存戶同意 貴行有權修訂「個人資料蒐集、處理及利用告知事項」，並同意 貴行於修訂後，得以言詞、書面、電話、簡訊、電子郵件、傳真、電子文件、分行及網站公告或其他足以使存戶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「個人資料蒐集、處理及利用告知事項」內容之網站連結供存戶詳閱），告知或轉交存戶修訂要點及指定網頁。

The Account Holder agrees that the Bank has the right to amend the Notification of the Collection, Processing and Use of Personal Information, and that the Bank may inform the Account Holder of, or pass on to the Account Holder, the amendment summary and designated website by way of oral or written communication, telephone, SMS, email, fax, electronic document, announcement at branches and on websites or other means that are capable of informing the Account Holder or allowing the Account Holder to be informed (including without limitation providing the Account Holder with the link to the website where the Notification of the Collection, Processing and Use of Personal Information is posted by the aforementioned means).

- (三) 存戶因具有他國居民、國民等身分或其他非因 貴行之因素而需受他國法令規範與限制者，同意 貴行得依他國法令規範與限制等內容蒐集、處理、利用及國際傳輸存戶之個人及帳務往來等相關資料並執行一切必要相關之程序。存戶應自行確認於 貴行所留國外地址之當地國家法（包括但不限於稅務、會計等相關規定）均已充分了解。倘因存戶未能遵守或違反各該國之法規，所造成之損失或法律責任，概由存戶自行承擔，與 貴行無涉。

If the Account Holder is subject to the laws, regulations and restrictions of another country due to his/her/its residency or nationality of such country or due to any other reasons not attributable to the Bank, the Account Holder agrees that the Bank may collect, process, use and internationally transmit his/her/its personal information and information relating to his/her/its account transactions, and may carry out all necessary procedures, in accordance with the laws, regulations and restrictions of such country. The Account Holder shall ensure that he/she/it fully understands the local laws (including without limitation tax or accounting-related regulations) of the country of the foreign address provided thereby to the Bank. If the Account Holder fails to comply with, or violates, the laws of said country, any loss or legal liability so caused shall be borne solely by the Account Holder, and such loss or liability shall have no bearing on the Bank.

### 三十一、契約變更 Changes to the Agreement

- (一) 本綜合約定書條款如有修改或增刪時，除法令、主管機關規範另有規定或本綜合約定書另有約定外，貴行應於變更生效日前以書面通知存戶，或於 貴行營業廳或網站公告之方式以代通知。倘存戶不同意該修改或增刪，得於變更生效日前終止本綜合約定書及各項存款往來、交易、服務事項，並配合 貴行辦理各相關終止手續，否則即視為同意該修改或增刪契約條款。

In the event of any amendment or addition to, or deletion from, the terms of this Agreement, the Bank shall notify the Account Holder in writing or post the change on the Bank's business premises or website (in lieu of notice) prior to the effective date of such change, unless otherwise provided by law, the requirements of the competent authorities or in this Agreement. If the Account Holder does not agree to the amendment, addition or deletion, he/she/it may terminate this Agreement, all deposits, transactions and other services prior to the effective date of the change and carry out the relevant termination procedures with the Bank; otherwise the Account Holder shall be deemed to have agreed to such amendment, addition or deletion.

- (二) 本綜合約定書之增刪或修改，倘涉及 貴行增加或修改與本綜合約定書相關之服務項目時，除依法律規章或 貴行規定須另行申請者外，存戶自動享有該增加或修改之服務項目。

If the addition or amendment to, or deletion from, this Agreement concerns an addition to or modification of the services under this Agreement by the Bank, the Account Holder shall automatically be entitled to the additional or modified services, unless separate applications are required under the law or by the Bank.

### 三十二、暫停或終止自動化服務 Suspension or Termination of Automated Services

存戶知悉並同意，如 貴行認為存戶之各項帳戶有疑似不法或顯屬異常交易、或有遭他人非法使用之虞、或其使用違反法令規定、或有其他疑似不當使用等情事，貴行得隨時進行暫停或終止該帳戶之部分或全部自動化服務（包括但不限於網銀網頁版、網銀 App 或電話銀行等），毋須另行通知存戶。存戶需親自至任一分行臨櫃申請並提供 貴行所需之相關佐證或可信之資訊，經 貴行檢視無疑慮後，始得恢復或啟用該帳戶部分或全部之自動化服務。

The Account Holder acknowledges and agrees that if the Bank believes that: (1) any of the Account Holder's accounts is suspected to be involved in any illegal or evidently unusual transactions; (2) there is a risk that the Account Holder's accounts are unlawfully used by others; (3) the use of the accounts violates applicable laws; or (4) the accounts are otherwise suspected of being misused, the Bank may suspend or terminate, in part or in full, the automated services of the accounts (including without limitation Online banking, the Mobile banking App, phone banking) without further notice to the Account Holder. To resume or reactivate the automated services in part or in full, the Account Holder must apply at a branch in person and provide relevant supporting documents or credible information as may be required by the Bank for its review and approval.

### 三十三、結清銷戶 Account Closing

除另有約定或法令另有規定外，存戶結清存款時，應持存摺向 貴行辦理銷戶及終止本綜合約定書手續（臨櫃開立帳戶者，須提供存摺辦理銷戶）貴行如有必要亦得隨時終止本約定條款。

Unless otherwise agreed or stipulated by law, if the Account Holder wishes to close his/her/its deposit account, he/she/it shall complete all necessary procedures to close the account and terminate the terms of this Part by presenting his/her/its passbook in person. (In the case of accounts opened over the counter, the passbook shall be required for account closing). Where necessary, the Bank may also terminate the terms of this Part at any time.

### 三十四、契約終止 Termination

- (一) 除定期性存款，貴行與存戶均得隨時終止本綜合約定書下各項活期性存款帳戶及服務項目，並於終止之通知到達時發生效力。另，存戶主張前述終止時，除經 貴行同意外，應親至 貴行辦理。屆時，貴行應按規定將存款餘額返還存戶。

Except for time deposits, either the Bank or the Account Holder may terminate at any time various current deposit accounts and services under this Agreement, and the termination shall become effective upon service of notice of termination. To exercise the foregoing termination right, the Account Holder must carry out the relevant procedures at the Bank in person, unless otherwise agreed by the Bank. The Bank shall then refund the balance in the account to the Account Holder.

- (二) 本綜合約定書終止前雙方已進行之交易，或已經 貴行接收相關交易訊息者，其所生權利義務，不受影響。All rights and obligations arising from any transaction conducted by the parties or the information about which has been received by the Bank prior to the termination of this Agreement shall not be affected.

- (三) 存戶如係自然人死亡或法人解散時，本綜合約定書應視同終止，即由繼承人或清算人依法辦理結清銷戶手續。If the Account Holder is deceased (in the case of a natural person) or dissolved (in the case of a legal person), this Agreement shall be deemed terminated, and the inheritor or liquidator shall carry out the account closing procedures in accordance with law.

- (四) 本綜合約定書內各項業務之各別條款如經存戶或 貴行任一方部分終止，其他條款仍為有效。If any of the individual clauses relating to specific services under this Agreement are terminated by the Account Holder or the Bank, other clauses shall remain effective.

### 三十五、合併、營業受讓、概括承受 Merger, Transfer of Business, General Succession

如 貴行與其他金融機構發生合併、營業受讓或概括承受等情事，自該等合併、營業受讓或概括承受生效之日起，存戶同意前與該其他金融機構簽訂之各種合約及約定事項即失其效力，並改依 貴行相關規定及約定事項辦理。

In the event of a merger, transfer of business or general succession between the Bank and other financial institutions, the Account Holder agrees that all prior contracts and agreements between the Account Holder and the other financial institutions shall become

null and void from the effective date of the merger, transfer of business or general succession, and the relevant requirements and terms of the Bank shall apply instead.

三十六、金融消費爭議 Financial Consumer Dispute

存戶對 貴行因本綜合約定書所載之商品或服務所生之金融消費爭議，同意於金融消費者保護法所稱爭議處理機構得受理範圍內，適用該機構所訂爭議處理程序。

In the event of a financial consumer dispute initiated by the Account Holder against the Bank over the products or services set forth in this Agreement, it is agreed that the dispute resolution process established by the ombudsman body as referred to in the Financial Consumer Protection Act (金融消費者保護法) shall apply to the extent the dispute falls within the jurisdiction of the ombudsman body.

三十七、電話錄音 Telephone Call Recording

存戶同意 貴行及 貴行委任代為處理事務之人皆得就與本綜合約定書所載各項業務往來相關事項之談話予以錄音，並得以該錄音做為證據。

The Account Holder agrees that the Bank and any person mandated by the Bank to act on its behalf may record conversations relating to any matters and transactions under this Agreement and may use such recordings as evidence.

三十八、法令適用 Governing Law

關於本綜合約定書之各事項，除雙方有特別約定者外，適用中華民國法令及主管機關之規定辦理。如存戶為外國人時，其法律行為之成立要件、效力及方式等，均應適用中華民國法令，並應遵照主管機關相關規範辦理。

Unless otherwise agreed by the parties, all matters related to this Agreement shall be governed by the laws of the ROC and the requirements of the competent authorities. If the Account Holder is a foreigner, the elements of validity, effect and method of execution of his/her/its legal acts shall be governed by the laws of the ROC and the applicable regulations of the competent authorities.

三十九、法院管轄 Jurisdiction

除本綜合約定書另有約定外，因本綜合約定書而涉訟者，雙方同意以存戶開戶單位所在地法院為第一審管轄法院。但法律有專屬管轄之特別規定者，從其規定。

Unless otherwise provided in this Agreement, the parties agree that the court of the location of the bank unit with which the Account Holder opened his/her/its account shall have first instance jurisdiction over any litigation arising from this Agreement, provided that if there are any special provisions on exclusive jurisdiction under the law, such provisions shall apply.

四十、標題 Headings

本綜合約定書之各條標題，僅為查閱方便而設，不影響有關條款之解釋、說明及瞭解。

Headings in this Agreement are for convenience only and shall not affect the interpretation, meaning and construction of the relevant clauses.

四十一、銀行資訊 Bank Information

(一) 銀行名稱：國泰世華商業銀行

Name: Cathay United Bank Co., Ltd.

(二) 申訴及客服專線：(02)2383-1000 或 0800-818-001

Complaint and customer service hotline: (02)2383-1000 or 0800-818-001

(三) 銀行網址：https://www.cathaybk.com.tw/cathaybk

Website of the Bank: https://www.cathaybk.com.tw/cathaybk

(四) 登記地址：台北市信義區松仁路七號

Registered address: 7 Songren Road, Xinyi District, Taipei, ROC

(五) 傳真號碼：(02)2314-1328

Fax number: (02)2314-1328

(六) 電子信箱：webservice@cathaybk.com.tw

Email address: webservice@cathaybk.com.tw

四十二、本綜合約定書之各該條款如有未盡事宜，悉依有關法令、主管機關規定辦理，或得經雙方另行協議訂定之。

Any matters not provided for in this Agreement shall be governed by applicable laws and the requirements of the competent authorities, or may be subject to separate agreements between the parties.

四十三、本約定書以中文、英文二種語言做成，如中、英文內容有歧異時，應以中文版本為準。

This Agreement is made in Chinese and English languages. Should there be any discrepancy or inconsistency between those two versions, the Chinese version shall prevail.

## 貳、證券業務交割委託書約定條款 Securities Settlement Service Terms and Conditions

存戶在 貴行配合往來之證券公司（簡稱「證券公司」）買賣證券公司現在及未來經其主管機關核准經營之業務商品，特就應付證券公司及應向證券公司收取款項，含手續費、處理費及其他相關費用等，均委託 貴行辦理，並遵守下列約款：

The Account Holder hereby engages the Bank to process all payments (including administrative fees, handling fees and other relevant fees) payable to or receivable from securities companies with which the Account Holder, with the Bank's facilitation of transactions, trade business products that such companies (the "Securities Companies") are permitted to deal in at present or in the future by the competent authority. The Account Holder shall comply with the following terms and conditions:

一、繳付款項 Making Payments

存戶應繳付證券公司之款項，依據證券公司編製之清單或明細表等所載金額為準，由 貴行於規定交割或付款時間逕自存戶在 貴行本次開立之證券存款帳戶轉撥交付證券公司。若存戶指定帳戶餘額不足抵扣應繳金額時， 貴行得視商品性質依相關法令規定先就該帳戶全部餘額轉撥，至存戶補足應繳金額止。

Amounts payable by the Account Holder to the Securities Companies shall be those specified in the lists or statements prepared by the respective Securities Companies. The Bank shall, at the stipulated settlement or payment time, transfer and pay the Securities Companies directly from the Account Holder's securities deposit account opened hereunder with the Bank. If there are insufficient funds in the Account Holder's designated account to cover any amount payable to the Security Companies, the Bank may, taking into consideration the nature of the product, first transfer the full amount of the balance in the account in accordance with applicable laws, until the Account Holder makes up the shortfall.

二、收取款項 Receiving Payments

存戶應向證券公司收取款項，依據證券公司編製之清單或明細表等所載金額為準，於規定交割或付款時間由證券公司撥交 貴行時，由 貴行逕行撥入上項存戶存款帳戶。

Amounts receivable by the Account Holder from the Securities Companies shall be those specified in the lists or statements prepared by the respective Securities Companies. The Bank shall credit all such payments made by the Securities Companies to the Bank at the stipulated settlement or payment time directly to the Account Holder's deposit account.

三、款項爭議 Payment Disputes

證券公司所編製之清單或明細表等內容倘有錯誤，或存戶對買賣之應收、應付金額有爭執，願由存戶負責與證券公司處理，概與

貴行無涉。

If there is any error in any lists or statements prepared by the Securities Companies or the Account Holder disputes any amount payable or receivable with respect to his/her/its trading with the Securities Companies, the Account Holder shall be solely responsible for resolving the issue with the Securities Companies, and the Bank shall not be involved.

#### 四、 撤銷委託 Termination of Mandate

存戶擬撤銷本項證券交割業務之委託者，須徵得證券公司之同意。但存戶得證明其並無未完成交割之情事者，不在此限。

The Account Holder's termination of this mandate for securities settlement services shall be subject to the consent of the Securities Companies, except where the Account Holder can prove that there is no outstanding settlement.

### 參、 密碼工具類之服務約定條款 Terms and Conditions for Password Tool Services

貴行得於安全控管機制下依當時之資訊科技發展提供各式密碼類服務項目供存戶申請使用，各該密碼類工具之使用限制及其效力，依 貴行公告之各該適用範圍及使用規定辦理：

Under a security control mechanism, the Bank may, based on the current development of information technology, provide all types of password services, available to the Account Holder on application. The restriction on the use of password type of tools and the effect thereof shall be subject to the scope of application and regulations for the use published by the Bank:

#### 一、 語音密碼、網銀密碼暨理財轉帳約定條款 Terms and Conditions for Voice Password, Online Banking Password and Wealth Management Transactions

(一) 存戶申請「語音密碼」適用於 貴行之電話銀行；申請「網銀密碼」適用於 貴行之網銀 App、網銀網頁版及其他 貴行陸續開辦經主管機關核准之自動化服務（不含使用晶片金融卡登入之網路交易）；申請「網銀密碼」等同申請前述自動化服務（不含電話銀行）， 貴行得全部終止存戶原申請前述各相關自動化服務之權限（「理財轉帳約定」除外）。

"Voice Password" is to be used for the Bank's phone banking services; "Online Banking Password" is to be used for the Bank's Mobile banking App, Online banking and other automated services provided by the Bank from time to time with the approval of the competent authorities (excluding online transactions conducted using a chip ATM card). By applying for an Online Banking Password, the Account Holder agrees to sign up for the above-listed automated services (except for phone banking). The Bank may terminate the Account Holder's access to all such automated services previously applied for by the Account Holder (excluding those under the "Terms of Wealth Management Transactions").

(二) 存戶須憑開戶所需相關證明文件申請「語音密碼」，領取 貴行以電腦亂碼方式產生之密碼單，或登入 貴行 網銀網頁版申請「語音密碼」。

To apply for a Voice Password, the Account Holder must do so with the relevant documents required for opening an account, where the Account Holder will be provided a password slip randomly generated by the Bank's computer system; alternatively, the Account Holder may log on to the Bank's Online banking to request a Voice Password.

(三) 存戶須憑開戶所需相關證明文件申請，以留存於 貴行之手機號碼收取 貴行所發送之「網銀密碼」及「用戶代號」設定簡訊，簡訊內將有 貴行以電腦所產生之一次性獨特設定連結，開啟後即可進行「網銀密碼」及「用戶代號」之設定，並無須進行「網銀密碼」、「用戶代號」變更程序。除收取設定簡訊外，也可以於分行可領取 貴行以電腦亂碼方式產生之密碼單，內含「網銀密碼」及「用戶代號」，或透過網銀 App，以人臉辨識驗證方式申請，並於網銀 App 進行「網銀密碼」及「用戶代號」之設定，無須進行「網銀密碼」、「用戶代號」變更程序。

To apply for an Online Banking Password or a Username, the Account Holder must do so with the relevant documents required for opening an account. The Account Holder will then receive an SMS, on the mobile phone number provided thereby to the Bank, for setting the Online Banking Password or Username. The SMS will contain a unique computer-generated one-time link provided by the Bank. By clicking the link, the Account Holder will be able to set his/her/its Online Banking Password and Username without being required to change them. As an alternative to receiving the SMS for setting the password and Username, the Account Holder may obtain a password slip containing an Online Banking Password and Username randomly generated by the Bank's computer system, or apply for an Online Banking Password and Username on the Mobile banking App by way of facial recognition authentication, and set such password and Username on the App without being required to change them.

(四) 「語音密碼」及「網銀密碼」（含用戶代號）以存戶為歸戶，同一身分證證明文件之編號僅可申請一組「語音密碼」及「網銀密碼」，存戶於 貴行 OBU 或 DBU 開設不同帳戶，均共用同一組之「語音密碼」及「網銀密碼」，無需依各帳戶單獨申請。

Voice Password and Online Banking Password (including Username) are account holder-based. Each identification number or Unified Business Number may only be used to apply for one Voice Password and one Online Banking Password. The same Voice Password and Online Banking Password will apply across all accounts at OBU or DBU held by the Account Holder with the Bank; separate applications are not required for different accounts..

(五) 以設定簡訊申請之存戶必須於收取設定簡訊後七十二小時內，點選設定簡訊內之一次性獨特連結設定「網銀密碼」及「用戶代號」，超過時間連結將逾期失效並應重新申請。另開啟簡訊完成「網銀密碼」及「用戶代號」設定後，無須再進行「網銀密碼」、「用戶代號」變更程序。

Where the Account Holder chooses to apply through the SMS option, the Account Holder must click the unique one-time link contained in the SMS to set his/her/its Online Banking Password and User ID within 72 hours of receipt of the SMS. The link will expire after 72 hours, in which case the Account Holder will have to submit a new application. After reading the SMS and completing the Online Banking Password and User ID settings, and set such password and User ID without being required to change them.

(六) 以密碼單申請之存戶必須於申請後十五個營業日內，以 貴行製發之密碼單上之記載自行變更「語音密碼」、「網銀密碼」、「用戶代號」，完成變更程序後，電話銀行、網銀網頁版、網銀 App 服務始生效力；登入網路銀行申請之存戶須以留存於 貴行之手機號碼收取 貴行所發送之驗證簡訊，於簡訊發送後兩分鐘內完成驗證，且於網路銀行設定「語音密碼」，並無須再進行「語音密碼」變更程序。

Where the Account Holder applies for a Voice Password by obtaining a password slip, he/she/it must change the Voice Password, Online Banking Password and User ID recorded on the password slip issued by the Bank within 15 business days of the application to activate the phone banking service. Where the Account Holder applies for a Voice Password by logging on to the Bank's online banking, a verification SMS will be sent to the mobile phone number provided by the Account Holder to the Bank, and the Account Holder must complete the verification process within two minutes of the SMS being sent. Once the Account Holder sets his/her/its Voice Password through online banking, he/she/it will not be required to change the Voice Password.

(七) 存戶自行變更後之「語音密碼」、「網銀密碼」及「用戶代號」應妥為保管，不得洩漏，以確保存款安全，如因「語音密碼」、「理財密碼」或「用戶代號」被冒用或盜用，導致洩漏存戶之各種資料或發生損害時，除可證明係因 貴行對資訊系統之控管未盡善良管理人之注意義務外，由存戶自行負責。

In order to ensure deposit security, once the Account Holder sets/changes his/her/its Voice Password, Online Banking Password or Username, the same shall be kept safe and shall not be disclosed. The Account Holder shall be solely liable for any leakage of his/her/its information or damage arising from any fraudulent use or misappropriation of his/her/its Password, Wealth Management Password or Username, unless it can be proved that the fraudulent use or misappropriation is a result of the Bank's failure to exercise the duty of care expected of a good faith administrator in its control of its information

system.

- (八) 存戶輸入「語音密碼」、「網銀密碼」或「用戶代號」連續錯誤達規定次數，貴行得自動終止「語音密碼」或「網銀密碼」之所有權限，日後存戶如欲繼續使用或遺忘「語音密碼」、「網銀密碼」、「用戶代號」時，應重新申請；貴行認為存戶有不當往來或疑似有遭他人盜用之情形，可逕行終止「語音密碼」及「網銀密碼」相關授權服務。

If the Account Holder enters an incorrect Voice Password, Online Banking Password or Username a given number of times in succession, the Bank may automatically terminate all access by Voice Password or Online Banking Password. If the Account Holder wishes to continue to use, or has forgotten, his/her/its Voice Password, Online Banking Password or Username, he/she/it shall submit a new application. If the Bank believes that the Account Holder has conducted improper transactions or that there may be suspected misappropriation by another person, the Bank may terminate the related Voice Password and Online Banking Password services at any time.

- (九) 存戶使用「語音密碼」及「網銀密碼」所為之交易，包括查詢、轉帳、繳費、特定金錢信託投資國內外有價證券及未來貴行經主管機關核准之自動化服務，視同與存戶臨櫃書面往來辦理具同等效力。

Transactions conducted by the Account Holder by using Voice Password or Online Banking Password (including inquiry, transfer, payment, non-discretionary money trust investment in domestic and foreign securities, or any other automated services provided by the Bank with the approval of the competent authorities in the future) shall be deemed to have the same effect as transactions conducted over the counter by way of written documents.

- (十) 存戶使用「語音密碼」、「網銀密碼」所為貴行各項自動化服務之查詢服務，查詢範圍包括存戶本人在貴行之所有存款帳戶及其他往來業務。存戶查詢帳戶結存餘額或交易明細，如與貴行記載數額或電腦主檔之結存餘額或交易明細不符時，除存戶能證明貴行記載數額錯誤外，概以貴行記載數額或電腦主檔之結存餘額及交易明細為準。

Inquiry services that are available through automated services using Voice Password and Online Banking Password include all of the Account Holder's deposit accounts and other business dealings with the Bank. If the balance or transaction details obtained through inquiry by the Account Holder are inconsistent with those recorded by the Bank or in the master file in the Bank's computer system, then the balance and details recorded by the Bank or in said master file shall prevail, unless the Account Holder is able to prove that the balance or details recorded by the Bank are incorrect.

- (十一) 存戶申請「理財轉帳約定」適用於貴行電話銀行、網銀 App、網銀網頁版等自動化服務之約定戶轉帳，其轉帳方式及限制依貴行前述自動化服務約定條款辦理。「理財轉帳約定」以存戶為歸戶，同一身分證明文件編號僅可申請一組「理財轉帳約定」；存戶異動轉帳約定帳號，應就新增或刪除之帳戶填寫。

"Wealth Management Transaction Arrangement" made by the Account Holder shall be applicable to transfers to and from designated accounts through the Bank's automated services such as phone banking, the Mobile banking App and Online banking. Such transfers shall be subject to such methods and restrictions as stipulated in the terms and conditions of said automated services provided by the Bank. Wealth Management Transaction Arrangement is account holder-based. Each identification number may only be used to set up one set of Wealth Management Transaction Arrangement. To change the designated accounts, the Account Holder shall provide the account number(s) he/she/it wishes to add or remove.

## 二、交易認證碼「Transaction Password」暨動態密碼「OTP」約定條款 Terms and Conditions of Transaction Authentication Code ("Transaction Password") and One-Time Password (OTP)

- (一) 交易認證碼「Transaction Password」暨動態密碼(One Time Password, 簡稱「OTP」, 又稱「一次性密碼」)服務功能：指存戶透過貴行指定的動態密碼產生器(認證密碼鎖)或各種行動裝置(指行動裝置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, 例如智慧型手機、平板電腦等), 由貴行產生一組動態密碼傳送予存戶, 並得於貴行公告使用範圍內作為存戶身分驗證、進行交易或設定時的驗證碼(簡稱「動態密碼」)。

Transaction authentication code "Transaction Password" and one-time password ("OTP") services: the services whereby the Bank generates a set of OTP and sends the same to the Account Holder via the dynamic password generator ("OTP Token") designated by the Bank or various mobile devices (i.e., mobile devices installed with an open-source operating system allowing data and software application input, access, expansion and other such functions, such as smart phones and tablets), such that the Account Holder can use the OTP to carry out identity authentication, conduct transactions or change his/her/its settings within the scope of use published by the Bank.

- (二) 存戶確實明瞭各組動態密碼皆為亂數產生, 且均具有「不可重複、使用一次及即時性」之特性, 故於產生後一定時間內未使用者, 該密碼即失效, 且每組密碼僅得使用一次, 相關交易機制, 以貴行公告為準。

The Account Holder understands that all OTPs are randomly generated, and are "unrepeated," "for single use" and generated in "real-time." As a result, an OTP will expire if it is not used within a given period of time after being generated. Each OTP can only be used once. The relevant transaction mechanism shall be subject to the terms published by the Bank.

- (三) 存戶輸入動態密碼連續錯誤達 5 次(含)以上者, 貴行有權逕行「終止」或「暫禁」動態密碼功能, 存戶須重新申請或臨櫃辦理「解禁」始能恢復使用。

**If the Account Holder enters an incorrect dynamic password five times or more in succession, the Bank shall have the right to terminate or suspend the dynamic password function. The Account Holder must reapply for the service or apply for reactivation over the counter before he/she/it can resume using the function.**

- (四) 使用限制 Use Restrictions

1. 存戶不得有複製或改製認證密碼鎖之行為, 並不得將貴行授權安裝於存戶已註冊行動裝置之軟體, 進行還原工程、解編或反向編譯、規避科技保護措施或複製至其他裝置。

The Account Holder must not clone or modify his/her/its OTP Token(s), and must not reverse engineer, decode or decompile any software authorized by the Bank to be installed on the Account Holder's registered mobile devices, or circumvent the technical protection measures of such software, or copy the software on to other devices.

2. 存戶應自行保管使用認證密碼鎖及(或)已註冊行動裝置, 如有出借、轉讓或質押者, 存戶應自負其責。

The Account Holder shall be responsible for the safekeeping and use of his/her/its OTP Token(s) and/or registered mobile devices, and shall be solely liable for any consequences arising from loaning, transferring or pledging the same.

3. 存戶應妥善保管認證密碼鎖及(或)已註冊行動裝置, 如有遺失、滅失、被竊或其他喪失占有等情形時, 應儘速通知貴行辦理掛失手續(含「終止」或「暫禁」), 存戶如欲「解禁」或因本項第 5 目而申請換發新認證密碼鎖及(或)註冊新行動裝置者, 須攜帶身分證件、原留印鑑至貴行辦理。未辦理掛失手續前而遭冒用, 貴行已經辦理交易者, 視為存戶所親為。但貴行對資訊系統之控管有未盡善良管理人注意義務, 或有其他可歸責之理由, 致存戶動態密碼被冒用或盜用者, 仍應由貴行負責。

The Account Holder shall keep his/her/its OTP Token(s) and/or registered mobile devices safe. If an OTP Token or any registered mobile device is lost, destroyed, stolen or otherwise taken by dispossession, the Account Holder shall notify the Bank immediately and complete the loss reporting procedures (including "termination" or "suspension"). To have the suspension lifted, to apply for a new OTP Token pursuant to paragraph 5 below and/or to register a new mobile device, the Account Holder must do so at the Bank on the strength of his/her/its identification documents and the Authorized Signature Stamp. If the Account Holder fails to report a loss, and his/her/its OTP Token(s) or devices are then fraudulently used to conduct any transaction, then such transaction (if processed by the Bank) shall be deemed to have been conducted by the Account Holder him/her/itself. However, the Bank shall still be liable for any fraudulent use or misappropriation of the Account Holder's OTP caused by the Bank's failure to exercise the duty of care expected of a good faith administrator in its control of its information system or other reasons attributable to the Bank.

4. 如裝置異動或行動 OTP (企業行動密碼)無法正常運作時(如：遺失密碼單、啟用碼已過期、忘記登入手勢或密碼、密碼失效或已移除 APP)，須重新申請行動 OTP 服務。  
If the Account Holder changes his/her/its mobile devices or his/her/it mobile OTP (Corporate Mobile Password) does not function properly (e.g. the password slip is lost; the activation code has expired; the Account Holder forgets his/her/its login gesture or password; the password becomes invalid; or the APP has been removed), he/she/it must submit a new application for mobile OTP services.
5. 認證密碼鎖有足夠的電力可正常運作二年，自申請日起二年內非因人為損害導致電力不足者，存戶得至原申請行辦理更換。逾前開期間而電力不足者，貴行不再提供更換服務，存戶須重新申請其他放行工具並負擔申請費用（如：交易認證碼、行動 OTP 或智慧印鑑）。  
An OTP Token has sufficient battery to function properly for two years. If the battery runs out for causes other than human damage within two years of the date on which the Account Holder applied for the OTP Token, the Account Holder may apply for a replacement at the branch where he/she/it originally applied for the Token. If the battery runs out after said two-year period, the Bank will not provide any replacement services; the Account Holder shall apply for other verification tools (such as Transaction Password, mobile OTP or Digital Certificate) and bear the application fees.
- (五) 動態密碼產生器(認證密碼鎖)之申請採取歸戶方式辦理，同一身分證明文件之編號在「網銀網頁版」及「網銀 App」僅限開通一個動態密碼產生器(認證密碼鎖)，在「Global MyB2B」可辦理多個「認證密碼鎖」及「企業行動密碼」；一個「企業行動密碼」僅能在一個 App 上啟用。  
Applications for dynamic password generators (OTP Tokens) shall be processed on a per-account holder basis. Each identification number may only be used to activate one dynamic password generator (OTP Token) through Online banking or the Mobile banking App, while each identification number may be used to apply for multiple OTP Tokens and Corporate Mobile Passwords through Global MyB2B; each Corporate Mobile Password may only be activated and used on one App.
- (六) 存戶如發現有第三人冒用「動態密碼產生器(認證密碼鎖)」或其他任何未經合法授權之情形，應立即通知 貴行停止使用該服務並採取防範之措施。  
If the Account Holder discovers any fraudulent use or misappropriation of the Account Holder's dynamic password generators (OTP Tokens) or any other instances of lack of due authorization, he/she/it shall notify the Bank immediately, advising it to discontinue the services and take precautionary measures.
- (七) 存戶使用動態密碼與 貴行進行之交易、申請服務項目或使用於其他經 貴行開辦之各該業務項目者，均視為存戶所親為，貴行無庸另行查證，其效力與書面文件相同。  
If the Account Holder uses an OTP to conduct any transaction with the Bank, request any services or use any other services provided by the Bank, such act shall be deemed to have been carried out by the Account Holder him/her/itself without any obligation on the part of the Bank to conduct further verification. Such transactions shall have the same effect as if they have been conducted by way of written documents.
- (八) 存戶使用「動態密碼」於「Global MyB2B」或「Global MyB2B App」進行外幣非約定轉出交易者，每日最高等值美金五萬元整，並以存戶為歸戶計算，超過等值美金五萬元須以智慧印鑑進行交易。  
The transaction limits on foreign currency transfers to unregistered accounts conducted by the Account Holder using OTPs through Global MyB2B or Global MyB2B App, the maximum value per day is US\$50,000, and shall be computed on a per-account holder, more than US\$50,000 in equivalent value must be traded with Digital Certificate.

## 肆、電話銀行約定條款 Terms and Conditions for Phone Banking

### 一. 使用方式 Usage

- (一) 電話銀行係指存戶利用包括但不限於一般電話、行動電話、行動裝置、PDA (個人數位助理) 等具有通信傳輸功能之工具，利用電信或電子訊號操作，無須親赴 貴行櫃檯，即可直接取得 貴行所提供之金融服務。  
Phone banking is a process whereby the Account Holder uses telecommunication tools (including without limitation telephones, mobile phones, mobile devices and PDAs (personal data assistants)) to access financial services provided by the Bank directly through telecommunication or electrical signals without going to the Bank in person.
- (二) 貴行為提昇服務品質得於電話銀行服務系統中設置輔助諮詢專員或具有一定資格證照之服務專員功能，存戶選擇使用輔助諮詢專員/服務專員功能者，對該諮詢專員/服務專員所確認之內容，與存戶本人親自操作之效力相同，存戶均予承認。  
In order to improve service quality, the Bank may provide Q&A specialists or qualified service specialists through its phone banking service system. By choosing to use the services of such Q&A specialists/qualified service specialists, the Account Holder acknowledges that confirmation made thereby to such Q&A specialists/qualified service specialists shall have the same effect as confirmation made by the Account Holder in person.

### 二. 服務時間 Service Hours

**電話銀行為 24 小時服務，惟前條第(二)項之服務專員功能限於 貴行營業時間內使用。外幣不同幣別間轉帳交易，限於 貴行營業時間內完成交易手續，否則如因延誤導致任何損失，由存戶自行負責，存戶於 貴行營業時間外所為之轉帳、匯款交易記帳日悉依 貴行之相關規定辦理。**

**While phone banking is available 24 hours a day, the qualified service specialists function mentioned in Paragraph 2 of the preceding Article is only accessible during the Bank's business hours. Transfers between different foreign currencies must be completed during the Bank's business hours, otherwise the Account Holder shall be solely liable for any losses arising from any delay. Transfers and remittances made by the Account Holder outside the Bank's business hours shall be posted on such dates as stipulated by the Bank.**

### 三. 約定轉帳 Registered Account Transfers

- (一) 存戶申請辦理電話銀行本人帳戶間互相轉帳及約定轉出帳戶，須於約定帳戶下方親自簽名，故倘約定之轉帳帳戶原留存印鑑與本綜合約定書所蓋印鑑或所留存之印鑑樣式不同者，仍視為存戶已為授權。  
To make transfers between the Account Holder's own accounts or to designate a debiting account through phone banking, the Account Holder must sign in person below the designated account. Therefore, the Account Holder shall be deemed to have given his/her/its authorization even if the stamp affixed below the designated account is different from the one affixed to this Agreement or the Authorized Signature Stamp provided to the Bank.
- (二) 電話銀行約定轉入帳號係由存戶事先指定，貴行不負責審核其指定帳號真偽或其是否為指定存戶名義，如因存戶指定帳號有誤或操作錯誤而轉帳失敗或入錯帳戶，由存戶自行負責。  
A receiving account registered through phone banking is an account designated by the Account Holder in advance. The Bank shall not be responsible for checking the registered account number or checking whether the number matches the specified account holder. The Account Holder shall be solely responsible for any transfer failure or erroneous transfer due to any inaccuracy in the account number provided thereby or his/her/its operational error.

### 四. 交易之效力 Effect of Transaction

存戶使用電話銀行等各項功能，如鍵入之語音密碼或與 貴行約定之其他辨識方式相符，即可辦理，轉帳時不必補填取款憑證，其與提出加蓋活期存款原留印鑑之取款憑條之交易，兩者效力相同。

**The Account Holder may use any functions available on phone banking, as long as the voice password input is correct or the Account Holder's identity is verified in such manner as agreed between the Account Holder and the Bank.** No withdrawal slip is required for phone banking transfers. Such transfers shall have the same effect as a current deposit made by way of a "withdrawal slip" affixed with the Authorized Signature Stamp.

#### 五. 外匯交易 Foreign Exchange Transactions

- (一) 電話銀行辦理不同幣別間活期存款轉帳，適用匯率依轉帳發生當時 貴行牌告（公告）之即時掛牌買/賣匯率為準。但遇外匯市場匯率波動劇烈時， 貴行得暫停受理。

For current deposit transfers between different currencies through phone banking, the applicable exchange rate shall be the spot buying/selling rate published (or announced) by the Bank at the time of the transfer. However, the Bank may suspend any transaction in the event of drastic fluctuations in exchange rates in the foreign exchange market.

- (二) 貴行有權逕依有關外匯法令之規定，據實將水單或交易憑證彙報，存戶應悉數承認，絕不異議。如獲悉存戶已超出其得使用之外匯額度或依法令不得辦理時， 貴行有權拒絕受理。存戶一經利用本條服務，視為同意遵守本綜合約定書全部條款約定，不必另為申請或其他行為。

The Bank has the right to submit, for filing purposes, its currency conversion receipts or transaction slips in a truthful manner pursuant to applicable foreign exchange regulations. The Account Holder shall acknowledge all such currency conversion receipts and transaction slips and shall not raise any objection. If the Bank becomes aware that the Account Holder's transaction amount exceeds the foreign exchange quota available thereto or the transaction is not permitted under the law, the Bank shall have the right to reject the transaction. By using the services set forth in this Section, the Account Holder is deemed to have agreed to abide by all of the terms and conditions of this Agreement, without any further application or action.

#### 六. 資料之核對 Information Verification

存戶使用電話銀行所為之交易，可選擇寄發對帳單，由 貴行定期彙總交易，印錄對帳單並註明每筆交易時間後依存戶指定之方式寄發存戶。存戶如對交易內容有疑義，應於 貴行依存戶指定之方式寄發後 14 天內向 貴行提出異議。 貴行對存戶之查詢或異議，應即進行調查，並自查詢或異議到達 貴行之日起 30 日內，將調查結果通知存戶。倘經 貴行調查結果，查明交易紀錄有不正確情事時，應即更正之；倘 貴行調查未發生有不正確情事，電話銀行轉帳交易即推定以 貴行電腦所儲存之內容為準。

The Account Holder may elect to receive statements for transactions conducted through phone banking. The Bank shall collate transaction records on a regular basis and print out the statements specifying the time of each transaction. The statements shall then be sent to the Account Holder in such manner as designated by the Account Holder. If the Account Holder has any doubt about any transaction, he/she/it may initiate a dispute with the Bank within 14 days after the Bank sent the statement in the manner designated by the Account Holder. The Bank shall promptly investigate the inquiry raised or dispute initiated by the Account Holder and shall inform the Account Holder of the result within 30 days from the date on which the Bank received the inquiry or dispute. If any error in the transaction records is discovered upon investigation, the Bank shall make corrections immediately. If no error is found upon investigation, the records of phone banking transactions stored in the Bank's computer system shall be presumed to be correct.

#### 七. 傳輸設備 Communication Devices

電信設備傳輸訊號品質，不在 貴行負責範圍之內，存戶應自行負擔傳輸設備及其相關費用。

The Bank shall not be responsible for the quality of communication devices. The Account Holder shall be solely responsible for his/her/its communication devices and bear the related costs.

#### 八. 新增或異動服務項目 Addition or Change to Services

未來 貴行新增或異動經主管機關核准之電話銀行服務項目，存戶得不另立書面約定即可使用，並同意遵守 貴行該新增服務項目有關規定辦理。

If, upon approval by the competent authorities, the Bank adds or changes any phone banking services, the Account Holder may use such services without entering into a separate written agreement. The Account Holder agrees to comply with the terms stipulated by the Bank with respect to such new services.

## 伍、 網路銀行 Online Banking

### 一、 適用範圍 Scope of Application

- (一) 本約定條款係存戶使用 貴行網路銀行(簡稱「本服務」)之一般性共通約定，除另有約定外，悉依本約定條款之約定，其他個別約款不得牴觸本約定條款。但個別約款對存戶之保護更有利者，從其約定。

This Part IV sets out the general terms and conditions governing the Account Holder's use of the Bank's online banking services (the "Services"). Unless otherwise agreed, the terms of this Part shall apply. No other individual provisions shall conflict with the terms of this Part, provided that if an individual provision offers better protection to the Account Holder, such individual provision shall apply.

- (二) 本約定條款如有疑義時，應為有利於消費者之解釋。

In the event of any ambiguity in any terms of this Part, such terms shall be construed in favor of the consumer.

### 二、 貴行資訊 Bank Information

- (一) 貴行名稱：國泰世華商業銀行

Name of the Bank: Cathay United Bank

- (二) 申訴及客服專線：(02)2383-1000 或 0800-818-001

Complaint and customer service hotline: (02)2383-1000 or 0800-818-001

- (三) 貴行網路銀行網址：

Website of the Bank::

1. 個人網路銀行：<https://www.cathaybk.com.tw/MyBank>

Online banking for Individuals: <https://www.cathaybk.com.tw/MyBank>

2. 企業網路銀行：<https://www.globalmyb2b.com>

Online banking for corporates: <https://www.globalmyb2b.com>

- (四) 貴行登記地址：台北市信義區松仁路七號

Registered address: 7 Songren Road, Xinyi District, Taipei, ROC

- (五) 貴行傳真號碼：(02)2314-1328

Fax Number: (02)2314-1328

- (六) 貴行電子信箱：[webservice@cathaybk.com.tw](mailto:webservice@cathaybk.com.tw)

Email address: [webservice@cathaybk.com.tw](mailto:webservice@cathaybk.com.tw)

### 三、 名詞定義 Definitions

- (一) 本綜合約定書中「國泰世華網路銀行」與「國泰世華網路銀行 App」係指 貴行透過 App store 及 Google play 等官方軟體商店提供之各項網路銀行 App，與 貴行官方網站所提供之網路銀行服務，包含但不限於 CUBE 網銀、CUBE App。

The "Cathay United Bank Online Banking" and "Cathay United Bank Mobile Online Banking App" stated herein shall mean the Bank's online banking Apps that are available on App Store, Google Play and other official mobile app stores, and the online banking services available on the Bank's official website, including but not limited to "Online banking- CUBE " and

- "Mobile banking App- CUBE".
- (二) 「國泰世華網路銀行」(簡稱「網銀網頁版」): (非電子簽章類之網際網路服務業務、訊息傳輸採 SSL 方式加密)指存戶端利用電腦或各種行動裝置,經由 貴行專屬網路、網際網路等與 貴行電腦連線,無須親赴 貴行櫃檯,即可利用「OTP」(限貴行指定之特定項目)或由 貴行申請之「網銀密碼」及「用戶代號」等非電子簽章類方式,於正確登入「身分證字號」、「網銀密碼」、「用戶代號」後,直接取得 貴行所提供之各項金融服務及 貴行合作夥伴之網路服務。  
"Cathay United Bank Online Banking" ("Online banking"): (non-electronic signature-based Internet services with SSL-encrypted data transmission) various financial services provided by the Bank and various online services provided by the Bank's partners, which can be accessed directly by the Account Holder using an OTP (limited to specific services designated by the Bank), or the Online Banking Password, Username and other non-electronic signature-based means provided by the Bank upon application (with the Account Holder entering the correct identity card number, Online Banking Password or Username), through connecting his/her/its computers or mobile devices to the Bank's computer system via the Bank's private network or the Internet, without visiting the Bank in person.
- (三) 「國泰世華網路銀行 App」(簡稱「網銀 App」): 指存戶端透過各種行動裝置(指行動裝置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)利用電信網路之訊號操作,與 貴行電腦連線,無須親赴 貴行櫃檯,即可利用與 貴行約定之登入或辨視方式,直接取得 貴行所提供之各項金融服務。  
Cathay United Bank Mobile Banking App ("Mobile banking App"): various financial services provided by the Bank, which can be accessed directly by the Account Holder using the login or authentication method agreed with the Bank, through connecting various types of mobile devices (installed with an open-source operating system allowing data and software application input, access, expansion and other such functions) to the Bank's computer system via telecommunications networks, without visiting the Bank in person.
- (四) 「全球企業網路銀行」(簡稱「Global MyB2B」): (電子簽章類網際網路服務業務)指存戶端利用電腦或各種行動裝置,經由 貴行專屬網路、網際網路等與 貴行電腦連線,無須親赴 貴行櫃檯,即可利用「OTP」(限 貴行指定之特定項目)或由 貴行所提供之授權使用者之「企業戶 ID」、「使用者密碼」、「使用者代號」、「數位簽章密碼」、軟體及相關文件,直接取得 貴行所提供之各項金融服務及 貴行合作夥伴之網路服務。  
"Global MyB2B": (electronic signature-based Internet services) various financial services provided by the Bank and various online services provided by the Bank's partners, which can be accessed directly by the Account Holder using an OTP (limited to specific services designated by the Bank), or the Corporate ID, User Password, User ID, Digital Signature Password, hardware, software and relevant documents provided by the Bank to authorized users, through connecting his/her/its computers or mobile devices to the Bank's computer system via the Bank's private network or the Internet, without visiting the Bank in person.
- (五) 「全球企業行動銀行」(簡稱「Global MyB2B App」): 指存戶端透過手機或各種行動裝置,與 貴行電腦連線,無須親赴 貴行櫃檯,即可利用與 貴行約定之登入或辨識方式,取得 貴行所提供之各項金融服務,透過 OTP 放行交易。  
"Global MyB2B App": various financial services provided by the Bank, which can be accessed directly by the Account Holder using the login or authentication method agreed with the Bank and whereby the Account Holder verifies transactions with an OTP, through connecting mobile phones or other mobile devices to the Bank's computer system, without visiting the Bank in person.
- (六) 「企業戶 ID」: 指存戶向 貴行申請登入「Global MyB2B」、「Global MyB2B App」ID。  
"Corporate ID": the ID requested from the Bank by the Account Holder for logging on to Global MyB2B or the Global MyB2B App.
- (七) 「使用者密碼」與「使用者代號」: 指存戶經由 貴行專屬網路或網際網路進入「Global MyB2B」、「Global MyB2B App」服務系統時,依系統辨識使用者程式驗證無誤後方可進入「Global MyB2B」、「Global MyB2B App」服務系統之一組密碼。  
"User Password" and "User ID": a set of password/code which, upon being verified by the system's user authentication method, enables the Account Holder to access the Global MyB2B and Global MyB2B App service systems via the Bank's private network or the Internet.
- (八) 「網銀密碼」、「用戶代號」: 指存戶向 貴行申請使用「網銀網頁版」、「網銀 App」服務時所約定之代號,以供雙方於該服務中溝通辨識之用。  
"Online Banking Password" and "Username": the code to be used for authentication during communication between the parties in relation to Online banking and Mobile banking App services, as agreed with the Bank when the Account Holder applies for such services.
- (九) 「電子文件」: 指 貴行或存戶經由網路連線傳遞之文字、聲音、圖片、影像、符號或其他資料,以電子或其他以人之知覺無法直接認識之方式,所製成足以表示其用意之紀錄,而供電子處理之用者。  
"Electronic File": a record of text, voice, images, videos, symbols or other data transmitted by the Bank or by the Account Holder through Internet connection, which record, while adequately expressing its purposes, is created for electronic processing in electronic form or in a form that cannot be directly perceived by human senses.
- (十) 「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,形成電子章,並得以公開金鑰加以驗證者。  
"Digital Signature": an electronic seal formed by digital data of a certain length derived from an Electronic File by an arithmetic algorithm or other computational methods, which is encrypted with the signatory's Private Key and can be verified by a Public Key.
- (十一) 「數位簽章密碼」(PIN): 指儲存私密私鑰或啟動秘密私鑰進行數位簽章運算機制之專屬密碼。  
"Digital Signature Password" (PIN): a unique password for storing and activating a Private Key to implement a Digital Signature algorithm.
- (十二) 「憑證」: 指載有簽章驗證資料,用以確認簽署人身份、資格之電子形式證明。  
"Digital Signature Certificate" ("DSC"): an electronic certificate containing the signature authentication data for the purpose of authenticating the signatory's identity and authority.
- (十三) 「憑證機構」: 指提供數位簽章製作及電子認證服務之股份有限公司。  
"Certification Company": a company limited by shares that provides services relating to the creation of Digital Signatures and electronic authentication.
- (十四) 「憑證載具」: 指儲存秘密私鑰及(或)憑證之電子設備如磁碟、磁片、智慧卡等。  
"Certification Carrier": an electronic device (such as CD, disk or smart card) that stores a Private Key and/or DSC.
- (十五) 「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。  
"Private Key": the part of a digital data pair that is kept by the signatory for the purpose of producing a Digital Signature.
- (十六) 「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。  
"Public Key": the part of a digital data pair that is publicly available for the purpose of authenticating a Digital Signature.
- (十七) 「網際網路」(Internet): 使用 TCP/IP 為通信協定的一種開放性網路。  
"Internet": an open network that uses TCP/IP as communication protocols.
- (十八) 「瀏覽器」(Browser): 網際網路的使用者界面。  
"Browser": a user interface for accessing the Internet.
- (十九) 「SSL(Secure Socket Layer)安全鑰匙加密」: 是經由使用者的瀏覽器及主機端的 web 伺服器,所共同提供的一套安全加密機

制，其主要目的是要使用者在網路上所傳輸的每一份資料，都能受到安全保障。

"SSL (Secure Socket Layer) Encryption": a secure encryption system provided through both the user's browser and the host computer's web server, whose main objective is to protect the security of each piece of data transmitted by the user on a network.

#### 四、 網頁之確認 Website Confirmation

存戶使用本服務前，應先確認正確之網址，如有疑問，得向 貴行公告之服務電話詢問（目前為 02-2383-1000 或 0800-818-001）。貴行應盡善良管理人之義務，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。

Before using the Services, the Account Holder shall first check the accuracy of the URL. The Account Holder shall call the Bank's service hotline (currently 02-2383-1000 or 0800-818-001) should he/she/it have any questions. The Bank shall exercise the duty of care expected of a good faith administrator to ensure the accuracy and security of the website at all times, and shall stay vigilant for fraudulent websites.

#### 五、 網路銀行應用環境之風險 Risks of the Application Environment of Online Banking

存戶瞭解網路交易並非毫無風險，存戶於使用網路交易服務時應注意所使用之相關軟硬體設備，避免於網咖或其他非安全場所提供之網路設備中操作交易，並勿將密碼等具有一定交易權限的憑證曝露於第三人輕易得知之環境（例如：張貼於電腦或書寫於紙張上），貴行應不定時以一般民眾得認知之方式，告知存戶網路銀行應用環境之風險，以提醒存戶注意該風險。

The Account Holder understands that online transactions are not risk-free. The Account Holder shall exercise due care in selecting the relevant hardware and software used for online transaction services, and shall avoid conducting any transaction through any network equipment provided at an Internet café or any other insecure locations. He/she/it shall not expose any password or DSC, which may be used to authorize transactions, in any environment easily accessible by any third party (such as by posting it on a computer or writing it down on a piece of paper). The Bank shall inform the Account Holder of the risks of the application environment of online banking from time to time in a manner that is perceivable by the public to remind the Account Holder of such risks.

#### 六、 服務項目 Services

- (一) 存戶同意於 貴行開立之所有帳戶皆可使用網路銀行查詢服務，除 貴行於本綜合約定書載明提供之服務項目外，如於網路銀行網站呈現相關訊息者，貴行應確保該訊息之正確性，其對存戶所負之義務不得低於網站之內容。

The Account Holder agrees that online banking inquiry services are available for all of his/her/its accounts with the Bank. In addition to the services to be provided by the Bank as specified in this Agreement, the Bank shall ensure all relevant information shown on its online banking website is accurate. The Bank's obligations to the Account Holder shall be no less than that which is stated on the website.

- (二) 存戶同意 貴行提供之相關服務項目屬於須經存戶事先同意之非以有形媒介提供之數位內容或一經提供即為完成之線上服務，則排除消費者保護法第 19 條第 1 項解除權之適用。

The Account Holder agrees that such services provided by the Bank fall under the category of digital content provided with the Account Holder's prior consent by means other than tangible media, or online services to be deemed completed once provided, and shall therefore not be subject to the right of rescission provided in Paragraph 1 of Article 19 of the Consumer Protection Act.

#### 七、 服務時間 Service Hours

- (一) 除系統因故無法使用或 貴行調整服務時間外，本服務提供二十四小時服務。惟外匯存款帳戶轉帳及匯款、原幣不同幣別間互轉交易，或轉入帳戶為營業當日有存款不足退票之支票存款帳戶，限於 貴行營業時間內完成交易手續，否則如因延誤導致退票或其他損失，由存戶自行負責，存戶於 貴行營業時間外所為之轉帳、匯款交易記帳日悉依 貴行之相關規定辦理。

The Services are available 24 hours a day, unless the system is unavailable or the Bank adjusts its service hours. Nevertheless, the following transactions must be completed during the Bank's business hours, otherwise the Account Holder shall be solely liable for any dishonored cheques or other losses arising from any delay: transfers and remittances to and from foreign currency deposit accounts; conversions between different currencies; or transfers into a cheque deposit account in which there is any dishonored cheque due to insufficient funds in the account on that business day. Transfers and remittances made by the Account Holder outside the Bank's business hours shall be posted on such dates as stipulated by the Bank.

- (二) 貴行得因服務項目之特殊性，另行約定或公告服務時間。

The Bank may stipulate or announce different service hours due to the special nature of specific services.

#### 八、 連線準備 Connection Preparation

- (一) 存戶與 貴行均同意使用網路進行電子文件傳送及接收，並應分別就各項權利義務關係與各該網路業者簽訂網路服務契約，並各自負擔網路使用之費用。

The Account Holder and the Bank agree to use the Internet to send and receive Electronic Files, and shall enter into a network service contract with their respective network operators, setting forth their respective rights and obligations. The Account Holder and the Bank shall each bear his/her/its own costs associated with the use of the Internet.

- (二) 存戶申請使用本約定條款之服務項目，應自行負擔並自行安裝所需之電腦軟體、硬體，以及其他與安全相關之設備。存戶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，並自行負擔其安裝所需之費用及風險。

**To use the services under this Part, the Account Holder shall be responsible for installing the necessary computer software, hardware and other security-related equipment at his/her/its own expense. If the Account Holder installs any other software or hardware required for computer operation, and it is necessary to use such software or hardware together with the software, hardware or equipment provided by the Bank, the Account Holder shall follow the relevant installation instructions provided by the Bank and bear his/her/its own costs and risks arising from such installation.**

- (三) 貴行與存戶有特別約定者，必須與 貴行為必要之測試後，始得連線。

Where there is a special agreement between the Bank and the Account Holder, connection may take place only after the necessary testing has been conducted together with the Bank.

- (四) 第二項軟硬體設備及相關文件如係由 貴行所提供者，貴行僅同意存戶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。存戶於終止本服務時，貴行得請求存戶返還前開相關設備。

Where the Bank provides any software, hardware, equipment and relevant documents specified in Section 8(ii) above, the Bank only agrees to the Account Holder's use of such items within the agreed scope of services. The Account Holder must not transfer, loan or deliver in any manner such equipment or documents to any third party. The Bank shall also specify the minimum software and hardware requirements for the Services on its website and on the packages of the software and hardware provided, and shall bear the risks of the software and hardware it provides. **Upon termination of the Services by the Account Holder, the Bank may request the Account Holder to return the aforesaid equipment.**

#### 九、 保管責任 Safekeeping Responsibility

- (一) 存戶正確於網路銀行輸入「企業戶 ID」或「身分證字號」，另需正確輸入「使用者密碼」、「使用者代號」、「數位簽章密碼」，或「網銀密碼」、「用戶代號」（簡稱「使用者代號及密碼」）後，方可使用網路銀行各項服務。

The Account Holder must enter the correct Corporate ID or identity card number (as the case may be), as well as the correct User Password, User ID and Digital Signature Password, or Online Banking Password and Username (as the case may be) (hereinafter collectively "User ID and Password") on online banking in order to use the online banking services.

- (二) 存戶於申請使用網路銀行服務時，對 貴行所交付(設定)予存戶之使用者代號及密碼，應於規定期間內立即變更啟用，若有無法變更之情事，應立即通知 貴行。

To use the online banking services, the Account Holder shall promptly change and activate the User ID and Password delivered thereto (or set therefor) by the Bank within the prescribed period. If the Account Holder is unable to do so, he/she/it shall inform the Bank immediately.

- (三) 存戶輸入網路銀行之「使用者密碼」、「使用者代號」、「網銀密碼」、「用戶代號」等連續錯誤達規定次數(連續錯誤次數詳見 貴行網站說明)時， 貴行電腦即自動停止存戶使用本服務。存戶如擬恢復使用，應重新辦理申請手續。

If the Account Holder enters an incorrect User Password, User ID, Online Banking Password or Username on online banking a given number of times (see the Bank's website for details) in succession, the Bank's computer system will automatically suspend the Account Holder's use of the Services. If the Account Holder wishes to resume using the Services, he/she/it shall submit a new application.

- (四) 存戶輸入本條所稱「數位簽章密碼」連續錯誤達規定次數(連續錯誤次數詳見 貴行網站說明)時， 貴行電腦或憑證載具即自動停止存戶使用數位簽章服務。存戶如擬恢復使用，應重新辦理申請「數位簽章密碼」解除鎖定或重製之手續。

If the Account Holder enters an incorrect Digital Signature Password a given number of times (see the Bank's website for details) in succession, the Bank's computer system or Certification Carrier will automatically suspend the Account Holder's use of the Digital Signature services. If the Account Holder wishes to resume using such services, he/she/it shall submit a new application to unlock or reset his/her/its Digital Signature Password.

- (五) 存戶如遺忘「網銀密碼」或「用戶代號」，應依 貴行指定方式重新申請。

If the Account Holder forgets his/her/its Online Banking Password or Username, he/she/it shall submit a new application in such manner as designated by the Bank.

- (六) 存戶對 貴行所提供使用於「Global MyB2B」、「Global MyB2B App」之授權使用者之「企業戶代碼」、「使用者密碼」、「使用者代號」、「數位簽章密碼」、軟體及相關文件等應負保管之責，並責成其授權使用人員負保管責任。

The Account Holder shall, and shall procure that his/her/its authorized users shall, be responsible for the safekeeping of: the authorized users' enterprise ID, User Password, User ID, Digital Signature Password, software, hardware and relevant documents provided by the Bank for Global MyB2B and the Global MyB2B App.

- (七) 存戶對於經 貴行提供使用於「網銀網頁版」、「網銀 App」之「網銀密碼」、「用戶代號」應負保管之責，不得洩露予第三人知悉。

The Account Holder shall be responsible for the safekeeping of the Online Banking Password and Username provided by the Bank for Online banking and the Mobile banking App, and shall not disclose the same to any third party.

- (八) 存戶對 貴行所提供之其他識別碼、軟體及相關文件等，均應負保管之責。

The Account Holder shall be responsible for the safekeeping of other identifiers, software, hardware and relevant documents provided by the Bank.

- (九) 前開各項軟體設備及相關文件如係由 貴行所提供， 貴行僅同意存戶於約定服務之範圍內使用，不得將之轉讓、轉借或以任何方式交付第三人。倘因存戶之行為致侵害 貴行或第三人之智慧財產權或其他權利，或因不當之操作使用致生損害時，應自負其責任。存戶並應於本約定條款終止時即返還所有之設備及相關文件。

Where the Bank provides any software, hardware, equipment and relevant documents specified in the foregoing paragraphs, the Bank only agrees to the Account Holder's use of such items within the agreed scope of services. The Account Holder must not transfer, loan or deliver in any manner such equipment or documents to any third party. In the event of infringement of the intellectual property rights or other rights of the Bank or any third party arising out of an act by the Account Holder, or any damage arising out of misuse, the responsibility shall lie solely with the Account Holder. The Account Holder shall return all equipment and relevant documents immediately upon termination of the terms of this Part.

#### 十、「Global MyB2B」之授權及防範 Global MyB2B Authorization and Safeguards

- (一) 存戶同意本項服務使用人員分為授權管理人員及一般作業人員。

The Account Holder agrees that users of this service are categorized into authorization administrators and general users.

- (二) 依存戶需求，可申請單控授權或雙控授權。

The Account Holder may apply for single authorization or dual authorization based on his/her/its needs.

- (三) 授權管理人員可設定及管理一般作業人員之使用權限、可處理之作業項目及可處理之帳戶。

Authorization administrators can set up and manage the access rights, transaction rights and account access rights of general users.

- (四) 授權管理人員可依需求申請多控作業，均依權限區分經辦及主管二種，並各憑企業戶 ID、使用者密碼暨使用者代號進入作業系統，藉以強化牽控防弊機制。經辦負責資料鍵檔，主管負責前述資料之覆核、確認及傳送。

Authorization administrators may apply for multi-user authorization as needed, and such users shall be categorized into processors and managers based on their authority. To enhance the anti-fraud mechanism, such processors and managers shall be required to use their respective Corporate ID, User Password and User ID to access the operating system. Processors shall be responsible for entering transaction information, while managers shall be responsible for reviewing, confirming and sending the information.

#### 十一、「Global MyB2B」憑證申請、展期費用、適用範圍及其他約定

##### DSC Application, Renewal Fee, Scope of Application and Other Terms in Relation to Global MyB2B

- (一) 存戶授權 貴行於受理憑證申請及展期時，由存戶指定帳戶扣取。憑證收費標準、憑證使用範圍、「Global MyB2B」網址及 貴行相關服務作業有變動時， 貴行得逕行於 貴行網站公告。

The Account Holder authorizes the Bank to debit the fees for DSC application and renewal from the Account Holder's designated account. In the event of any change to the rates of DSC fees, the scope of use of DSCs, the URL of Global MyB2B or the Bank's relevant services, the Bank may post the change on its website.

- (二) 存戶得使用數位簽章運算機制，進入「Global MyB2B」網站申請新增各項業務往來、變更各項業務往來約定、更改個人資料及進行各類交易。存戶應詳細閱讀 貴行及憑證機構於申請過程及 貴行網站中提供之各類訊息(如申請憑證應注意事項等)，並同意遵守各該訊息內所揭示之約定及「Global MyB2B」網站各項約定。

The Account Holder can use the Digital Signature algorithm to access the Global MyB2B website to request new services, amend the agreement in relation to different services, change his/her/its personal information and conduct various types of transactions. The Account Holder shall read carefully all materials provided by the Bank and the Certification Company in the process of the application, as well as the information provided on the Bank's website (such as guidance notes on DSC application). The Account Holder agrees to comply with the terms set forth in such materials and all terms posted on the Global MyB2B website.

#### 十二、電子文件之效力 Effect of Electronic Files

- (一) 除法令另有排除適用外，雙方均同意以電子文件作為表示方法，依本約定條款交換之電子文件(如約定轉帳戶轉帳指示、整批轉帳、轉帳匯款、整批匯款、票據託收檔案傳送、業務往來申請、變更或終止要求等)，經驗證其約定使用之數位簽章、密碼、代號等相關識別方式無誤者，均視為存戶所親為， 貴行無庸另行查證，其效力與書面文件相同。

Unless otherwise excluded by law, the parties agree to use Electronic Files as a means of expression. Electronic Files exchanged in accordance with the terms of this Part (such as registered account transfer instructions, batch transfers, transfers and remittances, batch remittances, file transmission of files relating to negotiable instrument collection, service application, and requests for change or termination) shall be deemed to have been produced by the Account Holder his/her/itself upon authentication through the agreed authentication means (such as Digital Signature, password and ID), without any obligation on the part of the Bank to conduct further verification. Such Electronic Files shall have the same effect as written documents.

- (二) 貴行完成各項委託轉帳或匯款事宜後，存戶不必補填存取款條或匯款通知單，其與提示存摺並填「取款憑條」加蓋原留印鑑之交易無異，貴行均對存戶發生同等清償效力。

After the Bank completes a requested transfer or remittance, the Account Holder shall not be required to submit any deposit/withdrawal slip or remittance slip. The transaction shall have the same effect as if it was conducted by presenting a passbook and withdrawal slip affixed with the Authorized Signature Stamp, and shall create the same obligation upon the Bank to settle the Account Holder's claims.

- (三) 貴行依照檔案內容所載明細辦理之轉帳或匯款，如因檔案內容有疏誤致生爭議，概由存戶負責，與貴行無涉。  
The Account Holder shall be liable for any dispute arising from any omission or error in the file based on which the Bank processes the transfer or remittance, and such dispute shall have no bearing on the Bank.

- (四) 雙方就所生之任何糾紛，於審判、仲裁、調解或其他法定爭議處理程序中，均不得主張該電子文件不具書面或簽名要件而歸於無效或不成立。於審判、仲裁、調解或其他法定爭議處理程序中，雙方同意相關之訊息推定以貴行保存之電子文件紀錄證明之。貴行不得拒絕提供。

In the event of any dispute between the parties, neither party shall claim that an Electronic File is invalid or void due to the absence of any element of being in written form or of a signature in any trial, arbitration, mediation or other legal dispute resolution proceedings, during which the substance of the relevant agreement between the parties shall be presumed to be evidenced by the Electronic File records maintained by the Bank. The Bank shall not refuse to provide such records.

### 十三、資料異動與功能設定 Change of Information and Function Settings

- (一) 存戶得於「網銀網頁版」自行增刪/異動資料或功能設定(包含但不限於停用設定、對帳單寄送方式等服務)，並得於「網銀網頁版」自行設定停用「網路銀行」約定戶轉帳或非約定戶轉帳服務，其效力視同存戶以書面向貴行提出申請。但存戶停用後欲再使用前述服務，須臨櫃或以貴行指定驗證方式向貴行申請重新啟用該等服務。

The Account Holder may add, delete or change his/her/its information or function settings (including without limitation discontinuation, statement delivery method and other such services) on Online banking. The Account Holder may also discontinue the following services on Online banking: transfers to registered or non-registered accounts. Such discontinuation shall have the same effect as that of a written application submitted by the Account Holder to the Bank. However, if the Account Holder wishes to resume using such services subsequent to the discontinuation, **he/she/it must submit a new application to reactive the services over the counter at the Bank or by way of such authentication means as designated by the Bank.**

- (二) 存戶得於貴行官方網站「Global MyB2B」自行增刪/異動存戶基本資料，其效力視同存戶以書面向貴行提出申請。  
The Account Holder may add, delete or change its basic information on the Bank's Global MyB2B website. Such changes shall have the same effect as that of a written application submitted by the Account Holder to the Bank.

### 十四、電子文件之接收與回應 Receipt of and Response to Electronic Files

- (一) 貴行接收含數位簽章或經貴行及存戶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存戶再次確認後應即時進行檢核或處理，並將檢核或處理結果以電子文件通知存戶。

After the Bank receives an Electronic File that contains a Digital Signature or that which has been agreed by the Account Holder and the Bank to be used for identity authentication, in addition to addressing the matters inquired about, the Bank shall also make a web page available to the Account Holder, setting forth all important information contained in the transaction Electronic File for the Account Holder to confirm. Upon confirmation by the Account Holder, the Bank shall then validate or process the transaction immediately and inform the Account Holder of the result by way of an Electronic File.

- (二) 貴行或存戶接收來自對方任何電子文件，若無法辨識其內容時，視為自始未傳送。但貴行可確定存戶身分時，應立即將內容無法辨識之事實以雙方約定之方式通知存戶。

If an Electronic File received by the Bank from the Account Holder (or vice versa) is unrecognizable, the file shall be deemed never to have been sent. However, if the Bank is able to confirm the Account Holder's identity, it shall immediately inform the Account Holder of the fact in such manner as agreed by the parties.

### 十五、電子文件之不執行 Non-execution of Instructions Sent by Way of Electronic Files

- (一) 如有下列情形之一，貴行將不執行任何接收之電子文件：

The Bank shall not execute an instruction it receives by way of an Electronic File under any of the following circumstances: \_

1. 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。  
There are substantial reasons to doubt the authenticity of the Electronic File or the accuracy of the instruction.
2. 貴行依據電子文件處理，將違反相關法令之規定者。  
The Bank's execution of the instruction in the Electronic File would violate applicable laws.
3. 貴行因存戶之原因而無法於帳戶扣取存戶所應支付之費用者。  
The Bank is unable to debit the fees payable by the Account Holder from his/her/its account for reasons attributable to the Account Holder.
4. 其他依約得不執行者。  
Other circumstances where execution is not required pursuant to this Agreement.

- (二) 貴行不執行前項電子文件者，應同時將不執行之理由及情形以雙方約定之方式通知存戶，存戶受通知後得以電話向貴行確認。  
If the Bank does not execute any instruction sent by way of an Electronic File pursuant to the preceding paragraph, it shall inform the Account Holder of the reason for non-execution and the relevant circumstances in such manner as agreed by the parties. Upon receipt of the notice, the Account Holder may seek confirmation from the Bank by telephone. \_

### 十六、電子文件交換作業時限 Time Limit for Exchange of Electronic Files

- (一) 電子文件係由貴行電腦自動處理，存戶發出電子文件經存戶依第十四條第一項銀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、撤銷或修改。但未到期之預約交易在貴行規定之期限內(即預約交易日之前一日)得撤回、撤銷或修改。若電子文件經由網路傳送至貴行後，於貴行電腦自動處理中已逾貴行服務時間時，除另有約定外，貴行應即以電子文件或即時於交易畫面中通知存戶，該筆交易將依約定不予處理，或自動改於次一營業日處理。

Electronic Files are processed by the Bank's computer system automatically. An Electronic File sent by the Account Holder and confirmed to be accurate by the Account Holder through the Bank's confirmation mechanism under Section 14(i) above may not be retracted, revoked or modified upon transmission to the Bank. However, a scheduled transaction that is not yet due may be withdrawn, cancelled or modified within the timeline stipulated by the Bank (i.e., at least one day prior to the date of the scheduled transaction). If an Electronic File is sent to the Bank by online transmission and automatically processed by the Bank's computer system outside the Bank's service hours, unless otherwise agreed, the Bank shall inform the Account Holder by an Electronic File or an instant notification on the transaction screen that the transaction will not be processed pursuant to the instruction or it will be processed automatically on the next business day.

- (二) 指定交易日之前、預先發送電子文件至 貴行之交易(預約交易),如該指定交易日非營業日,自動改於次一營業日辦理,如因無法抗力之因素(如颱風、地震等)停止營業者,該預約交易不予處理。

If the scheduled date of a transaction instructed by way of an Electronic File sent to the Bank prior to the scheduled transaction date (scheduled transaction) falls on a non-business day, the transaction shall automatically be processed on the next business day. If the Bank is closed for business due to force majeure (such as typhoon or earthquake), the scheduled transaction shall not be processed by the Bank.

#### 十七、交易核對 Transaction Verification

- (一) 貴行於每筆「網銀網頁版」、「網銀 App」、「Global MyB2B」、「Global MyB2B App」交易指示處理完畢後,應以電子文件、即時顯示或與存戶約定之其他方式通知存戶,存戶使用「網銀網頁版」、「網銀 App」所為之交易,可選擇寄發對帳單(該月無交易時不寄),由 貴行定期彙總交易,印錄對帳單並註明每筆交易時間後依存戶指定之方式寄發存戶。

Upon execution of each transaction instruction submitted through Online banking, the Mobile banking App, Global MyB2B or the Global MyB2B App, the Bank shall notify the Account Holder by way of an Electronic File or instant notification or in such other manners as agreed with the Account Holder. The Account Holder may elect to receive statements for transactions conducted through Online banking or the Mobile banking App. The Bank shall collate transaction records on a regular basis and print out the statements specifying the time of each transaction. The statements shall then be sent to the Account Holder in such manner as designated by the Account Holder (and no statement will be sent for the months without such transactions).

- (二) 存戶對前項通知內容應核對其結果有無錯誤。存戶核對後如認為顯示交易內容或交易對帳單所載事項有錯誤時,應於使用完成之日收受之日起 45 日內通知 貴行查明。

The Account Holder shall check the notification specified in the preceding paragraph for errors. If the Account Holder believes that there is any error in the transaction details shown thereto or in a transaction statement, he/she/it shall notify the Bank within 45 days of the date on which he/she/it completes his/her/its use/receives the notification or statement, whereupon the Bank shall investigate.

- (三) 貴行對於存戶之通知,應即進行調查,並於通知到達 貴行之日起 30 日內將調查之情形或結果以書面覆知存戶。

Upon receipt of the Account Holder's notice, the Bank shall promptly conduct an investigation, and shall inform the Account Holder in writing of the status or result of the investigation within 30 days of receipt of the notice.

- (四) 倘經 貴行調查結果,查明交易紀錄有不正確情事時,應即更正之;倘 貴行調查未發生有不正確情事,即推定以 貴行電腦所儲存之內容為準。

If any error in the transaction records is discovered upon investigation, the Bank shall make corrections immediately. If no error is found upon investigation, the records of phone banking transactions stored in the Bank's computer system shall be presumed to be correct.

#### 十八、費用 Fees

- (一) 存戶自使用本服務之日起,願依約定收費標準繳納服務費及其他費用(詳如附錄),並授權 貴行自存戶之帳戶內自動扣繳。如未記載者, 貴行不得收取。

The Account Holder agrees that from the day on which the he/she/it starts using the Services, he/she/it shall pay the service fees and other charges at the agreed rates, which are set forth in the Fee Schedule (No. 02/21-1) attached hereto. The Account Holder further authorizes the Bank to debit such fees and charges directly from the Account Holder's account. The Bank shall not charge any fee that is not specified.

- (二) 前項收費標準於訂約後如有調整, 貴行應於調整日 60 日前於 貴行之網站上明顯處公告其內容,並以電子郵件方式使存戶得知調整內容,且調整生效日不得早於公告及通知後次一年度之起日。

In the event of any adjustment to the rates mentioned in the preceding paragraph, the Bank shall post such adjustment in a prominent place on its website and inform the Account Holder of the adjustment by email 60 days prior to the effective date of the adjustment, provided that said effective date must not be earlier than the first day of the year following the year of the announcement and notice.

- (三) 前項之調整如係調高者, 貴行應於網頁上提供存戶表達是否同意費用調高之選項。存戶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存戶使用網路銀行一部或全部之服務。存戶於調整生效日後,同意費用調整者, 貴行應立即恢復網路銀行契約相關服務。

If the adjustment mentioned in the preceding paragraph is an upward adjustment, the Bank shall provide on its website a means for the Account Holder to indicate whether he/she/it accepts the new rate. If the Account Holder does not indicate his/her/its acceptance by the effective date of the adjustment, the Bank shall suspend the Account Holder's use of part or all of the online banking services from the effective date of the adjustment. If the Account Holder accepts the rate adjustment after its effective date, the Bank shall immediately resume the services under the online banking agreement.

- (四) 存戶應付 貴行之所有費用,均不包括任何稅捐。若有稅捐,存戶應另行支付之,並授權 貴行自前項帳戶內自動扣繳。如未記載者, 貴行不得收取。

All fees payable by the Account Holder to the Bank are exclusive of all taxes. Taxes (if any) shall be paid separately by the Account Holder. The Account Holder further authorizes the Bank to debit such fees directly from the aforesaid account. The Bank shall not charge the fee that is not specified.

#### 十九、電子文件錯誤之處理 Electronic File Errors

- (一) 存戶利用本服務時,其電子文件如因不可歸責於存戶之事由而發生錯誤時, 貴行應協助存戶更正,並提供其他必要之協助。

If an error not attributable to the Account Holder occurs in the Account Holder's Electronic File during his/her/its use of the Services, the Bank shall assist the Account Holder in making corrections and provide other necessary assistance.

- (二) 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存戶。惟存戶同意提供必要之協助。

If an error occurs in the Services for reasons attributable to the Bank, the Bank shall make a correction immediately upon learning of the error and notify the Account Holder by way of an Electronic File or in such manner agreed by the parties. Nonetheless, the Account Holder agrees to provide the necessary assistance.

- (三) 存戶利用本服務而其電子文件因可歸責於存戶之事由致發生錯誤時,倘屬存戶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,一經存戶通知 貴行, 貴行應即辦理以下事項:

If an error attributable to the Account Holder occurs in the Account Holder's Electronic File during his/her/its use of the Service, and the error concerns the code of the receiving financial institution, or deposit account number or amount provided in the Account Holder's application or instruction, thereby resulting in funds being transferred to a wrong account or an incorrect amount being transferred, the Bank shall upon being notified by the Account Holder:

1. 依據相關法令提供該筆交易之明細及相關資料。  
Provide the transaction details and relevant information in accordance with applicable laws.
2. 通知轉入行協助處理。  
Contact the receiving bank for assistance.
3. 回報處理情形。  
Provide updates on the status.

#### 二十、電子文件之合法授權與責任 Due Authorization and Responsibility with Respect to Electronic Files

- (一) 雙方應確保所傳送至對方之電子文件均經合法授權。  
The parties shall ensure that all Electronic Files transmitted to the other party have been duly authorized.
- (二) 雙方於發現有第三人冒用或盜用使用者代號、密碼、憑證、私密密鑰，或其他任何未經合法授權之情形，應立即以雙方約定方式通知他方停止使用該服務並採取防範之措施。  
If either party ("first party") discovers any fraudulent use or misappropriation of the Account Holder's User ID, password, DSC or Private Key by a third party, or any other instances of lack of due authorization, such first party shall give notice to the other party immediately in such manner as agreed between them, advising the other party to stop using the services concerned and to take precautionary measures.
- (三) 貴行接受前項通知前，對第三人使用該服務已發生之效力，由 貴行負責。但有下列任一情形者，不在此限：  
Prior to receiving the notice specified in the preceding paragraph, the Bank shall be liable for the existing effect of a third party's use of the services concerned, unless:
1. 貴行能證明存戶有故意或過失。  
The Bank can prove willful misconduct or negligence on the part of the Account Holder.
  2. 貴行依雙方約定方式通知交易核對資料或帳單後超過四十五日。惟存戶有特殊事由（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。  
45 days have lapsed since the Bank provided transaction details for verification or the relevant statement in such manner as agreed by the parties; provided that if the Account Holder has any specific reason (such as long-distance travel or hospitalization) that renders giving notice impossible, said period shall be amended to 45 days of the date on which such specific reason ceases to exist, unless there is willful misconduct or negligence on the part of the Bank.
- (四) 針對第二項冒用、盜用事實調查所生之鑑識費用由 貴行負擔。  
The Bank shall bear all forensic authentication costs arising from the investigation of the fraudulent use or misappropriation specified in Section 20(ii) above.

#### 二十一、資料安全 Information Security

- (一) 雙方應確保所使用資訊系統之安全，防止非法入侵、竊取、竄改、毀損業務記錄或存戶個人資料。  
The parties shall ensure the information systems they use are secure in order to prevent business records or the Account Holder's personal information from being illegally hacked, stolen, tampered with or destroyed.
- (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。  
In the event of a dispute in relation to a third party's breach of the protective measures of the Bank's information system or exploitation of a vulnerability in the information system, the burden to disprove such fact shall rest on the Bank.
- (三) 第三人入侵 貴行資訊系統對存戶所造成之損害，由 貴行負擔。  
The Bank shall be held liable for any damage caused to the Account Holder due to a third party's hack into the Bank's information system.

#### 二十二、保密義務 Confidentiality Obligations

- (一) 除其他法律規定外，雙方應確保所交換之電子文件或一方因使用或執行本約定條款服務而取得他方之資料，不洩漏予第三人，亦不可使用於與本約定條款無關之目的，且於經他方同意告知第三人時，應使第三人負本條之保密義務。  
Unless otherwise provided by law, each party shall ensure that none of the Electronic Files exchanged or the other party's information obtained thereby in the course of his/her/its use or execution of the Services under this Part shall be disclosed to any third party, nor shall such Electronic Files or information be used for any purposes unrelated to the terms of this Part. In the event of a disclosure by either party with the other party's consent to any third party, the disclosing party shall procure that the third party shall comply with the confidentiality obligations hereunder.
- (二) 前項第三人如不遵守此保密義務者，視為本人義務之違反。  
Non-compliance with such confidentiality obligations by the foregoing third party shall be deemed a breach by the disclosing party of his/her/its own obligations.

#### 二十三、損害賠償責任 Liability for Damages

- 雙方同意依本約定條款傳送或接收電子文件，因可歸責於當事人一方之事由，致有遲延、遺漏或錯誤之情事，而致他方當事人受有損害時，該當事人僅就他方所生之損害（不包含所失利益）及其利息負賠償責任。但 貴行或其履行輔助人有故意或重大過失時，仍應就存戶所失利益負賠償責任。  
Each party ("first party") agrees that he/she/it shall be liable to compensate the other party for any damages (excluding lost profits) caused to such other party and the interest thereon due to any delay, omission or error in any Electronic File sent or received under this Section arising out of reasons attributable to the first party, provided that in the event of willful misconduct or gross negligence on the part of the Bank or any person assisting the Bank in its performance of its obligations, the Bank shall also be liable to compensate the Account Holder for lost profits.

#### 二十四、不可抗力事件之處理 Effect of Force Majeure

- 因電腦故障、線路中斷或其他非可歸責於 貴行之原因，當日無法完成轉帳或匯款作業時，依下列原則處理：  
If a transfer or remittance cannot be completed on a given day due to computer breakdown, connection interruption or other reasons not attributable to the Bank, then:
- (一) 貴行得逕自取消各筆轉帳或匯款資料，並將扣取之款項轉回存戶原存款帳戶。  
The Bank may cancel the transfer or remittance and return the debited amount back to the Account Holder's original deposit account.
  - (二) 存戶得於次一營業日再重新辦理轉帳或匯出事宜。  
The Account Holder may conduct the transfer or remittance again on the next business day.

#### 二十五、紀錄保存 Record Retention

- (一) 雙方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。存戶如未保存者，推定以 貴行所保存之紀錄為真正。  
The parties shall maintain records of all Electronic Files of transaction instructions, and ensure the authenticity and integrity of such records. If the Account Holder fails to keep such records, the records maintained by the Bank shall be presumed to be true.
- (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。  
The Bank shall exercise the duty of care expected of a good faith administrator in its record maintenance under the preceding paragraph. The retention period of such records shall be at least 5 years, provided that if a longer period is required by law, such period shall apply.
- (三) 前項所稱交易指示類電子文件，係指與資金轉移有關或直接影響存戶權益之服務項目，例如轉帳、匯款、各種款項之支付、繳納、代繳代發及預約轉帳等之電子文件。  
"Electronic Files of transaction instructions" as referred to in Section 25(i) above means Electronic Files for services related to the transfer of funds or having a direct effect on the Account Holder's rights and interests, such as transfers, remittances, fee payment, bill payment, other payment services, and scheduled transfers.

#### 二十六、服務功能與約定條款變更 Change of Services and Terms and Conditions

- (一) 存戶同意日後若 貴行推出新產品或有關服務項目時， 貴行得隨時增訂該項新產品或有關服務項目之約定內容，並將其置於營業場所及公佈於 貴行網站。

**The Account Holder agrees that if the Bank launches any new products or relevant services in the future, the Bank may add new terms for such new products or relevant services at any time, and post such terms on its business premises and website.**

- (二) 存戶同意本約定條款如有修改或增刪時，貴行得以書面通知方式或將其置於營業場所及公佈於貴行網站方式以代通知。The Account Holder agrees that in the event of any amendment or addition to, or deletion from, the terms of this Part, the Bank may give notice of such change in writing or post the same on its business premises and website in lieu of notice.
- (三) 存戶於七日內不為異議者，視同承認該修改或增刪約款。但下列事項如有變更，應於變更前六十日以書面或電子郵件方式通知存戶，並於該書面或電子郵件中以顯著明確文字載明其變更事項、新舊約款內容，暨告知存戶得於變更事項生效前表示異議，及存戶未於該期間內異議者，視同承認該修改或增刪約款；並告知存戶如有異議，應於前項得異議時間內通知貴行終止契約：If the Account Holder does not raise any objection within seven days, he/she/it shall be deemed to have acknowledged such amendment, addition or deletion. However, the Bank shall notify the Account Holder in writing or by email 60 days in advance in the event of any change in relation to the matters set forth below. Such written or email notice shall contain clear and express wording that specifies the change and new and old provisions, and shall inform the Account Holder that he/she/it may raise his/her/its objection before the change becomes effective, failing which he/she/it shall be deemed to have acknowledged such amendment, addition or deletion, and shall further inform the Account Holder that if he/she/it objects to the change, he/she/it shall terminate the agreement by notice to the Bank within said period allowed for objection:
1. 第三人冒用或盜用使用者帳號、密碼、憑證、私密金鑰，或其他任何未經合法授權之情形，貴行或存戶通知他方之方式。The method of notice by the Bank and the Account Holder to each other in the event of any fraudulent use or misappropriation of the Account Holder's User ID, password, DSC or Private Key by a third party, or any other instances of lack of due authorization.
  2. 其他經主管機關規定之事項。Other matters as required by the competent authorities.

## 二十七、終止服務 Termination of Services

- (一) 存戶得隨時終止本約定條款之各項服務，但應親自或以書面委託代理人至貴行處辦理。The Account Holder may terminate any services under the terms of this Part, provided that he/she/it or an agent authorized thereby in writing shall do so in person at the Bank.
- (二) 貴行欲終止本約定條款之全部或部分使用功能時，須於終止日 30 日前以書面通知存戶。但存戶如有下列情事之一者，貴行得隨時以書面通知存戶終止本服務之全部或部分使用功能：If the Bank wishes to terminate the terms all or part of the functions under this Part, it must give the Account Holder a written notice 30 days prior to the termination date. However, the Bank may terminate all or part of the functions under the Services at any time by written notice to the Account Holder under any of the following circumstances:
1. 存戶未經貴行同意，擅自將本約定條款之權利或義務轉讓第三人者。The Account Holder assigns any right or obligation under the terms of this Part to any third party without the Bank's consent.
  2. 存戶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。The Account Holder petitions for a declaration of bankruptcy in accordance with the Bankruptcy Act (破產法), or for reorganization or liquidation proceedings in accordance with the Consumer Debt Settlement Ordinance (消費者債務清理條例).
  3. 存戶違反本約定條款第二十條至第二十二條之規定者。The Account Holder breaches Sections 20 to 22 of this Part.
  4. 存戶違反本約定條款之其他約定，經催告改善或限期請求履行未果者。The Account Holder breaches any other provisions under the terms of this Part and fails to remedy the breach or perform his/her/its obligations within the prescribed time period upon notice.
  5. 存戶違反憑證發放機構之相關規定。The Account Holder breaches any applicable requirements of the Certification Companies.
- (三) 存戶議價未交割或國際外匯市場波動劇烈或其他貴行為風險控管而認為有必要之原因時，貴行得終止存戶使用本項連線服務辦理外匯交易業務。If the Account Holder fails to close a price negotiation, or there are drastic fluctuations in the international foreign exchange market, or the Bank otherwise deems necessary for risk control purposes, then the Bank may terminate the Account Holder's use of the connection service for foreign exchange transactions.

## 陸、網路銀行各項服務約定條款 Terms and Conditions for Online Banking Services

### 一、「網路銀行」之約定轉帳帳戶指定方式 Registration of Accounts for Transfers through Online Banking

- (一) 存戶本人帳戶間互相轉帳及約定轉出帳戶，須於約定帳戶下方親自簽名，故倘約定之轉帳帳戶原留存印鑑與本綜合約定書所蓋印鑑不同，仍視為存戶已為授權。貴行於存戶本人帳戶間辦理互相轉帳及約定為轉出帳戶之意思表示，如登入時之身分證字號、網銀密碼、用戶代號相符，即可辦理存戶本人帳戶間互相轉帳及約定帳戶轉出。To make a transfer between the Account Holder's own accounts or to designate a debiting account, the Account Holder must sign in person below the designated account. Therefore, the Account Holder shall be deemed to have given his/her/its authorization to the Bank to process the relevant instructions even if the Authorized Signature Stamp for the designated debiting account is different from the one affixed to this Agreement. Once the Account Holder enters the correct identity card number, Online Banking Password and User ID, he/she/it shall be able to transfer funds between his/her/its own accounts or designate a debiting account.
- (二) 約定轉入帳號係由存戶事先指定，貴行不負責審核其指定帳號真偽或其是否為指定存戶名義，如因存戶指定帳號有誤或操作錯誤而轉帳失敗或入錯帳戶，由存戶自行負責。A registered receiving account is an account designated by the Account Holder in advance. The Bank shall not be responsible for checking the registered account number or checking whether the number matches the specified account holder. The Account Holder shall be solely responsible for any transfer failure or erroneous transfer due to any inaccuracy in the account number provided thereby or his/her/its operational error.
- (三) 存戶使用「網銀網頁版」、「網銀 App」轉帳後，不必補填取款憑證，其與提出加蓋原留印鑑之取款憑證之交易，兩者效力相同。No withdrawal slip is required for transfers conducted through Online banking or the Mobile banking App. Such transfers shall have the same effect as a transaction made by way of a "withdrawal slip" affixed with the Authorized Signature Stamp.

### 二、「網銀網頁版」、「網銀 App」之預約轉帳約定：Scheduled Transfers through Online Banking or the Mobile Banking App

- (一) 預約轉帳交易限同幣別之交易，存戶可預約次日起一年內之轉帳交易。預約轉帳交易日為非營業日或無相對日、或因不可抗力事由或其他原因致使當日暫停營業，以次營業日為轉帳日。所謂無相對日以次營業日為轉帳日，例如預約固定每月 31 日轉帳，因 2 月份並無 31 日，故將於次營業日執行轉帳。Scheduled transfers are limited to same-currency transactions only. The Account Holder may schedule transfers on any future date within one year from the day following the date of instruction. If the date set for a scheduled transfer falls on a non-business day or such date does not exist, or if business is suspended due to force majeure or other

reasons, the transfer date shall be the next business day. In case where the scheduled transfer date does not exist, the transfer date shall be the next business day. For example, a transfer is scheduled for the 31st of each month, but since there is no 31st in February, the transfer will be processed on the next business day, instead.

- (二) 存戶欲取消預約轉帳交易，最遲應於預約轉帳交易日之前一日辦理。  
If the Account Holder wishes to cancel a scheduled transfer, he/she/it shall do so no later than one day prior to the scheduled transfer date.
- (三) 存戶及存戶約定轉入之帳戶辦理結清、移轉帳戶，原預約轉帳交易同時取消。  
If the Account Holder's account or the receiving account designated by the Account Holder is closed or transferred, all scheduled transfers involving such accounts shall be cancelled simultaneously.
- (四) 存戶辦理預約轉帳交易後，再變更密碼者，原使用舊密碼所作之交易仍有效。  
If the Account Holder changes his/her/its password after scheduling a transfer, all scheduled transfers previously set up using the old password shall remain effective.
- (五) 預約轉帳交易之執行，以 貴行實際轉帳當時交易之執行結果為準。存戶得利用 貴行之「網銀網頁版」、「網銀 App」查詢預約轉帳交易內容及執行結果。  
The execution of a scheduled transfer is evidenced by the transaction result at the time when the Bank actually executes the transfer. The Account Holder may view the details and the results of his/her/its scheduled transfers through Online banking or the Mobile banking App.
- (六) 預約轉帳交易日，若因轉出帳戶存款不足或遭圈存、扣押、存戶遭裁處告誡、帳戶使用違反相關法令規定等原因致使轉帳失敗，存戶應自行負責， 貴行不另行通知。預約期限如有變更時，以 貴行之相關規定為準。  
The Account Holder shall be solely responsible for any scheduled transfer failure due to insufficient funds in the debiting account, or because any amount therein is placed on hold or seized, the Account Holder is reprimanded by the authorities, or the use of the account violates the relevant laws and regulations, on the scheduled transfer date, without further notice from the Bank. In the event of any change to the scheduling period, the relevant terms stipulated by the Bank shall apply.
- (七) 存戶應自行查明預約轉帳交易日存款餘額，如因 貴行執行預約轉帳交易，致使其他約定扣款失敗，存戶應自行負責， 貴行不另行通知。  
The Account Holder shall check his/her/its balance on the scheduled transfer date. The Account Holder shall be solely responsible for any failure in other registered debits due to the Bank's execution of the scheduled transfer, without further notice from the Bank.

- 三、 存戶使用「動態密碼」於「Global MyB2B」、「Global MyB2B App」進行外幣非約定轉出交易者，每日最高等值美金五萬元整，並以存戶為歸戶計算，超過等值美金五萬元須以智慧印鑑進行交易。  
The transaction limits on foreign currency transfers to unregistered accounts conducted by the Account Holder using OTPs through Global MyB2B or Global MyB2B App, the maximum value per day is US\$50,000, and shall be computed on a per-account holder, more than US\$50,000 in equivalent value must be traded with Digital Certificate.

四、「Global MyB2B」供應商收款業務 Collection by Suppliers through Global MyB2B

- (一) 存戶同意授權 貴行得將國泰世華「Global MyB2B」服務之預設密碼，以電子郵件或傳真之方式交付存戶之「供應商」，以供查詢存戶於「Global MyB2B」服務之批次付款交易資料，前開內容包括但不限於交易日期、收款行、收款行帳號、金額、手續費、付款人姓名、交易狀態、備註、付款明細等內容。  
The Account Holder authorizes the Bank to provide the default password for Cathay United Bank's Global MyB2B service to the Account Holder's "suppliers" by email or fax, such that the "suppliers" can access the transaction information relating to the batch payments made by the Account Holder through Global MyB2B. Said information includes without limitation transaction date, receiving bank, receiving account number, transaction amount, service fee, payer's name, transaction status, notes and other payment details.
- (二) 「供應商」之名單及其電子郵件、傳真號碼概由存戶提供，存戶並保證其內容之真實性，如有不符所生損害悉與 貴行無涉，且概由存戶負責。  
The Account Holder shall provide the list, email addresses and fax numbers of his/her/its "suppliers." The Account Holder shall ensure the accuracy of such information, and shall be solely liable for any damage arising from any inaccuracy of such information; such damage shall have no bearing on the Bank.

五、「Global MyB2B」、「Global MyB2B App」服務註銷 Cancellation of Global MyB2B and Global MyB2B App Services

存戶同意 貴行完成結清銷戶作業時，一併註銷該帳戶前已申請之「Global MyB2B」、「Global MyB2B App」服務。各項服務及未到期之預約交易等，嗣後若因而衍生任何糾紛或致 貴行受損時，存戶願負一切賠償責任。  
In the event the Bank has completed the Account Holder's account closing procedures, the Account Holder hereby authorizes the Bank to cancel all services that the Account Holder has applied for Global MyB2B and Global MyB2B App. The Account Holder shall be fully liable for any disputes and damages the Bank suffered arising from the services or scheduled transactions.

六、 外匯交易提醒事項 Foreign Exchange Transaction Notice

- (一) 存戶於網路銀行所為之外匯交易，應確知以下由 貴行提醒之各該事項：  
In using online banking for foreign exchange transactions, the Account Holder further acknowledges the following notice provided by the Bank:
- 存戶(法人或自然人)申辦及承做本項服務時，需領有 貴行認可合乎規定及資格之相關證明文件。  
To apply for and uses the Services, the Account Holder (whether a legal person or natural person) shall obtain the relevant documents evidencing the Bank's approval of the Account Holder's compliance and eligibility.
  - 貴行有權逕依有關外匯法令之規定，據實將水單或交易憑證彙報，存戶應悉數承認，絕不異議。如獲悉存戶依法令不得辦理時， 貴行有權拒絕受理。貴行有權逕依有關外匯法令之規定，據實將水單或交易憑證彙報，存戶應悉數承認，絕不異議，貴行透過主管機關規定之線上即時作業系統，查詢知悉存戶當年累積結匯金額，已逾存戶每年得逕行結匯金額者， 貴行有權拒絕受理。  
The Bank has the right to submit, for filing purposes, its currency conversion receipts or transaction slips in a truthful manner pursuant to applicable foreign exchange regulations. **The Account Holder shall acknowledge all such currency conversion receipts and transaction slips and shall not raise any objection. If it is learned that by law the Account Holder is not allowed to conduct the transaction, the Bank shall have the right to reject the transaction.**
  - 存戶應詳閱 貴行提供之「國泰世華銀行外匯電子交易限額表」， 貴行得視法令或風險之考量而隨時調整各該交易限額，並於實施前 30 天公告於官方網站，但因政府緊急政策或國際突發事件者，不在此限。  
The Account Holder should read carefully the Cathay United Bank Foreign Currency Transaction Limit Schedule published by the Bank. The Bank may adjust the limits at any time based on its consideration of the law or risks, in which case it shall post such adjustment (except any adjustment made due to the government's emergency policies or international emergencies) on its official website 30 days prior to implementation.
- (二) 辦理不同幣別間活期存款轉帳，適用匯率依轉帳發生當時之即時掛牌買/賣匯率為準。但遇外匯市場匯率波動劇烈時， 貴行得暫停受理。  
For current deposit transfers between different currencies, the applicable exchange rate shall be the spot buying/selling rate published by the Bank at the time of the transfer. However, the Bank may suspend any transaction in the event of drastic

fluctuations in exchange rates in the foreign exchange market. \_

七、 外匯業務服務時間如下 Service Hours for Foreign Currency Transactions

- (一) 匯出匯款與涉及兌換交易，需於 貴行一般營業時間內方得承作辦理。

Outward remittances and transactions involving currency conversion may only be conducted during the Bank's normal business hours.

- (二) 未涉及兌換之外匯活期存款轉帳，除 貴行因進行批次作業時間暫停外，得 24 小時交易，如交易完成之時間已逾當日 貴行一般營業時間者即屬次日帳，且轉入帳戶之金額當日不可再動用。

Transfers of foreign currency current deposits without currency conversion may be conducted 24 hours a day, except during the time of service suspension when the Bank carries out batch processing. A transaction completed at a time outside the Bank's normal business hours on any given day will be posted on the next day, while the amount to be transferred will become unavailable on that given day.

- (三) 國際匯率變動非存戶與 貴行所得預知，故非屬議定匯率之交易，其實際匯率以交易放行當時之匯率為準， 貴行所顯示之匯率僅供參考。

International exchange rate fluctuations are unforeseeable by the Account Holder and the Bank. Therefore, transactions without an agreed exchange rate shall be subject to the actual exchange rate at the time of the transaction. The exchange rates published by the Bank are for reference only.

八、 外匯存款業務 Foreign Currency Deposit

- (一) 存戶使用網路銀行以存款轉帳方式辦理時，轉出帳戶應為存戶本人於 貴行 OBU 之外匯活期存款帳戶，轉入帳戶可為本人或非本人於 貴行 OBU 之外匯存款帳戶。

To make a purchase or sale by a deposit transfer through online banking, the debiting account must be the Account Holder's own foreign currency current deposit account with the OBU of the Bank, the receiving account may be a foreign currency deposit account of the Account Holder or any third party with the OBU of the Bank.

- (二) 存戶辦理網路銀行之外匯存款轉帳，轉出帳戶限存戶向 貴行提交之約定帳戶申請文件中所約定之指定帳戶。

Foreign currency deposit transfers through online banking are limited to the debiting accounts designated by the Account Holder in the Bank's application document.

- (三) 存戶轉帳之金額、匯率、幣別、預約交易均悉依 貴行規定辦理。

The amounts, exchange rates and currencies of transfers as well as the scheduled transactions conducted by the Account Holder shall be subject to the relevant terms stipulated by the Bank.

- (四) 存戶之約定帳戶原幣不同幣別間轉帳，限於 貴行營業時間內完成轉帳手續。外匯電子交易限額 貴行可視情況隨時調整限額。

Transfers between accounts of different currencies registered/designated by the Account Holder may only be conducted during the Bank's business hours. The Bank may change the foreign currency electronic transaction amount limit from time to time depending on the situations.

九、 外匯定期存款業務 Foreign Currency Time Deposit

依「柒、無實體定存單約定條款」辦理。

Such transactions shall be conducted in accordance with Part VII. (Paperless Time Deposit Terms and Conditions).

十、 外匯匯出匯款業務 Foreign Currency Outward Remittance

- (一) 存戶辦理網路外匯匯出匯款，轉出帳戶限 貴行製作申請文件中，所約定之外匯活期存款帳戶。

To conduct a foreign currency outward remittance online, the debiting account must be the foreign currency current deposit account designated by the Account Holder in the Bank's application document.

- (二) 除存戶另有指示外，存戶授權 貴行或 貴行之通匯銀行，得以認為合適之任何方法方式匯出匯款，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，不論該行係由存戶或 貴行所指定， 貴行均不負任何責任。但若有歸責於 貴行之事由，則不在此限。 貴行如應存戶之請求協助辦理追蹤、查詢，其所需之郵電及國外銀行收取之費用，概由存戶負擔； 貴行得要求先付部分款項，再行辦理。

Unless otherwise instructed by the Account Holder, the Account Holder authorizes the Bank or the Bank's correspondent bank to conduct outward remittances in such manner as it deems appropriate and to use any overseas correspondent bank as the beneficiary bank or forwarding bank. However, the Bank shall not be liable for any error attributable to the overseas beneficiary bank or forwarding bank, regardless of whether such bank is designated by the Account Holder or the Bank, except for causes attributable to the Bank. If the Bank provides assistance in tracking or inquiring about a transaction at the Account Holder's request, the necessary cable charges and any fees charged by the overseas bank shall be borne by the Account Holder. The Bank may require the Account Holder to pay such fees and charges in advance prior to processing the Account Holder's request. \_

- (三) 因其他非 貴行所能控制之原因所導致之誤失等，致令匯款遲延或不能送達時， 貴行均不負任何責任。如因上列原因而需辦理退匯或轉匯等手續經 貴行協助辦理時，其所需之郵電及國外銀行收取之費用，均由存戶負擔。

The Bank shall not be liable for any remittance delay or failure due to any error arising from any reason beyond the Bank's control. If the Bank assists in returning or forwarding a remittance as a result of said error, the necessary cable charges and any fees charged by the overseas bank shall be borne by the Account Holder.

- (四) 存戶同意匯出匯款於國外銀行解款或轉帳時，其依當地銀行慣例由解款行或轉匯行自匯款金額內扣取之費用概由收款人負擔，存戶絕無異議。存戶同意 貴行選定之國外解款行，得以原幣或當日買匯率兌換成當地貨幣，付款予或匯入收款人帳戶，存戶絕無異議。

The Account Holder agrees that when an outward remittance is sent to an overseas bank for payment or forwarding, any fees or charges to be deducted by the overseas beneficiary bank or forwarding bank from the remittance amount in accordance with local banking practices shall be borne by the payee without any objection from the Account Holder. The Account Holder agrees that the overseas beneficiary bank selected by the Bank may pay or credit the remittance amount to the payee's account either in the original currency or in the local currency applying the same-day foreign currency buying rate; and the Account Holder shall not raise any objection.

十一、 交易訊息通知 Transaction Notifications

存戶同意授權 貴行提供之網路銀行交易訊息通知服務，得以電子郵件、傳真、簡訊或訊息推播等方式交付存戶，存戶亦得利用 貴行之網路銀行將交易訊息轉發至存戶指定之電子郵件信箱，存戶及其轉發收件者之電子郵件信箱，以及存戶及其交易對手之傳真號碼、手機號碼或用戶代碼等資訊，概由存戶提供，存戶並保證其內容之真實性，如有不符所生一切損害悉與 貴行無涉，且概由存戶負責。

The Account Holder agrees to authorize that the Bank may deliver to the Account Holder notifications of transactions conducted through online banking via email, fax, SMS, push notifications and other such means. The Account Holder may also use the Bank's online banking services to designate an email address for receiving transaction notifications. The Account Holder's email address, the email addresses of his/her/its designated recipients, as well as the fax numbers, mobile phone numbers, User IDs or other such details of the Account Holder and his/her/its transaction counterparties are provided by the Account Holder him/her/itself. The Account Holder shall ensure the accuracy of such information and be solely responsible for all damage arising from any inaccuracy in such information, none of which shall have any bearing on the Bank.

十二、 無實體定存單交易 Transactions of Paperless Time Deposits

- (一) 存戶於 貴行網路銀行辦理「無實體定存單」相關交易屬於 貴行行內轉帳，免事先約定。  
Transactions relating to paperless time deposits conducted by the Account Holder through the Bank's online banking are considered intrabank transfers and do not require prior agreement with the Bank.
- (二) 「無實體定存單」交易，另依 貴行「無實體定存單約定條款」辦理。  
Transactions relating to paperless time deposits shall be further subject to Paperless Time Deposit Terms and Conditions provided by the Bank.
- 十三、 貴行「網路銀行」服務項目若有增減時，得以公告於 貴行官方網站，不另行通知存戶。  
**The Bank may post any change to its online banking services on its official website without further notice to the Account Holder.**

## 柒、 無實體定存單約定條款 Paperless Time Deposit Terms and Conditions

### 一、 性質 Nature

「無實體存單」係指存戶透過自動化設備(例：網路銀行等)分別由外幣活存/儲帳戶扣帳後轉開之電子存單及外幣綜活存/儲帳戶扣帳後轉開之綜定存。

A "paperless time deposit" refers to an electronic certificate of deposit set up by the Account Holder by way of a transfer and conversion from an NTD or foreign currency current deposit/savings account through automated means (e.g. online banking), or an Omnibus Time Deposit set up by a transfer and conversion from a foreign currency omnibus current deposit/savings account.

### 二、 定義及交易條件 Definitions and Terms of Transactions

- (一) 原存摺帳戶：指轉開無實體定存單交易時，扣取款項之存款帳戶。  
"Original Debiting Account" as referred in this Part shall mean the deposit account from which funds are debited when setting up a paperless time deposit by a transfer and conversion.
- (二) 交易幣別：以 貴行外匯存款掛牌幣別為準。  
The transaction currency shall be the Bank's listed currencies for foreign currency deposits.
- (三) 交易金額：每筆最低交易金額為等值美金壹仟元整， 貴行得為業務之須要修正前述存入限額，並於營業大廳或網站公告。  
Transaction amount: **the minimum amount per foreign currency transaction is US\$1,000. The Bank may adjust the foregoing deposit limits due to business needs, and post the adjusted limits on its business premises or website.**
- (四) 存款種類：依 貴行公告及個別自動化通路得受理之存期辦理。  
Types of deposit shall be determined based on the different options of deposit term announced by the Bank and made available through the respective automated channels.
- (五) 利率：以交易當時 貴行網路銀行揭露之網路外匯存款掛牌利率為準。  
Interest rate shall be subject to interest rate for online foreign currency deposit published at the Bank's online banking at the time of transaction.
- (六) 本利到期給付方式：共分「到期本金不續存，利息轉入原扣款帳戶」、「到期本金不續存，利息按月轉存原扣款帳戶」、「到期本金展期續存，利息轉入原扣款帳戶」、「到期本金展期續存，利息按月轉入原扣款帳戶」、「到期利息轉入本金，依原存期展期」五種。  
Payment of Principal and Interest: there are five payment methods: "no rollover of principal at maturity and interest to be credited to the Original Debiting Account," "no rollover of principal at maturity and interest to be credited to the Original Debiting Account on a monthly basis," "principal to be rolled over at maturity and interest to be credited to the Original Debiting Account on a monthly basis," and "principal and interest to be rolled over at maturity for the same deposit term."
- (七) 交易對象別：具備「國際金融業務條例」所稱中華民國境外個人、法人、政府機關或境內外金融機構之身分， 並於 貴行 OBU 開設有外匯活期存款者。  
Transaction counterparty means a natural person, juristic person, government agency outside the territory of the R.O.C., or a financial institution within or outside the territory of the R.O.C., as defined under the Offshore Banking Act, and who opens a foreign currency current deposit account with the OBU of the Bank.
- (八) 無實體定存單進行交易時間，以 貴行網路銀行公告為準。  
The transaction time of non-paper form of term deposit certificate is subject to the terms and conditions published on the Bank's online banking.

### 三、 帳戶相關限制 Account-Related Restrictions

- (一) 無實體定存單衍生之利息，限存入原存款帳戶。  
Interest on paperless time deposits may only be deposited back to the Original Debiting Account.
- (二) 無實體定存單適用之實體印鑑，比照原存款帳戶印鑑；該原存款帳戶更換印鑑時亦同。  
The physical stamp used for paperless time deposits shall be the same as the one used for the Original Debiting Account. The same shall apply when the stamp for the Original Debiting Account is changed.
- (三) 無實體定存單暫不提供「預約轉存存單」、「設定質權」功能，但電子存單得透過網銀網頁版、網銀 App 辦理「質借」與「質借還款」；綜定存得依「壹、共通約定條款」第十二條辦理質借。  
The "scheduled time deposit transfer and conversion" and "creation of pledges" functions are not available for paperless time deposits. "Borrowing on pledges" and "repayment by borrowing on pledges" are available for electronic time deposits through Online banking or the Mobile banking App. Pledges over Omnibus Time Deposit may be created in accordance with Article 12 of "Common Terms and Conditions".
- (四) 無實體定存單僅得以外匯活存帳戶原幣轉存，無法辦理外幣間換匯交易。  
Paperless time deposits may only be set up by a transfer and conversion of foreign currency deposits from foreign currency current deposit accounts. Conversion between different foreign currencies shall not be available.
- (五) 無實體定存單交易屬一經提供即為完成之線上服務，無消費者保護法第十九條第一項解除權之適用，一經操作即不得變更或取消；存戶辦理無實體定存單相關交易時，應審慎決定各項條件。  
A paperless time deposit transaction is an online service that shall be deemed completed once provided, and shall not be subject to the right of rescission provided in Paragraph 1 of Article 19 of the Consumer Protection Act. Such transactions may not be changed or cancelled once they are processed. The Account Holder shall consider all conditions carefully when carrying out paperless time deposit transactions.

### 四、 中途解約相關規定 Early Termination

- (一) 無實體定存單辦理中途解約者，應於原申辦之自動化通路，憑約定之憑證或辨識方式辦理。單筆無實體定存單應全部一次結清，利息計算方式依「壹、共通約定條款」第十三條第(二)項辦理，本金利息限轉回原存款帳戶。  
Early termination of paperless time deposits shall be conducted on the strength of the agreed certificate or by the agreed identification method through the original automated channel used for setting up the deposits. A paperless time deposit created by a single transaction shall be settled in full upon early termination, and interest shall be calculated in accordance with Paragraph 2, Article 13 of "Common Terms and Conditions". Principal and interest may only be transferred back to the Original Debiting Account.

- (二) 無實體定存單交易一經成立後，即不得變更或取消；存戶辦理無實體定存單相關交易時，應審慎決定各項條件。

A transaction of paperless time deposits cannot be changed or cancelled once performed. The Account Holder shall contemplate all conditions prudently when carrying out transactions related to paperless time deposits.

#### 五、電子存單質借(限網銀網頁版、網銀 App 辦理)

##### Pledge of Electronic Time Deposits (Available Only through Online Banking and the Mobile Banking App)

- (一) 幣別金額：質借原幣，每次質借金額至少為等值美金一百元(含)以上，可分次質借，惟累計質借金額不得逾存單金額九成。 Currency and Amount: pledges may only be created in the original currency of the time deposit and the amount of each pledged loan at least US\$100 (or its equivalent) or more. A pledged loan can be made in installments, but the aggregate loan amount shall not exceed 90% of the principal of the time deposit.
- (二) 質借利率：質借利率按存單利率加計 1.5%計收，並採固定利率按日計息。 Interest Rate : a pledged loan shall carry interest at a rate equivalent to the underlying time deposit's interest rate plus 1.5%, which shall be a fixed rate with interest to be calculated on a daily basis.
- (三) 質借天期：質借期至少一日（不得當日清償），最長不得逾存單到期日。 Pledge Term: the term shall be at least one day (i.e., same day repayment shall not be allowed), and must not go beyond the maturity date of the underlying time deposit.
- (四) 撥款限制 Drawdown Restrictions
1. 限以原幣撥入原存款人開立於 貴行之外匯活期性存款帳號；若於 貴行無外匯活期性存款帳號者，將不提供此服務功能。 Borrowed funds shall be deposited into the Account Holder's foreign currency current deposit account with the Bank in the currency of the underlying time deposit; if the Account Holder has no such account with the Bank, this service shall not be available to the Account Holder.
  2. 按月付息存單限辦理距今到期日一年(含)以下之質借交易。 In the case of time deposits whose interest is paid on a monthly, only pledges whose maturity date falls within one year (inclusive) of the date of pledge shall be available.
- (五) 期前清償：借款人可於存單到期日前經由網路銀行辦理清償手續，由存款人之外匯活期性存款扣繳原幣本金及利息完成還款。 Early Repayment: The Account Holder may prepay the loan through online banking prior to the maturity date of the underlying time deposit by deducting an amount (in the currency of the pledge) equal to the loan principal plus interest directly from the Account Holder's foreign currency current deposit account.
- (六) 到期清償 Repayment on Maturity Date
1. 屆存單到期日而未清償者，於到期日由 貴行逕將存單解約轉入「存單質借」指定撥款之外匯活期性存款帳戶後，扣減質借本息銷帳。 If the Account Holder fails to repay a loan on the maturity date of the underlying time deposit, the Bank shall terminate the time deposit, transfer the funds of the time deposit into a foreign currency current deposit account designated for "time deposit pledges," and debit the loan principal and interest from the account to settle all outstanding amounts.
  2. 質借存單到期日為非營業日，依 貴行存單到期處理作業延至次一營業日處理，並以原質借利率計收利息。 If the maturity date of a pledged time deposit falls on a non-business day, the process shall be postponed to the next business day in accordance with the Bank's practice, and interest shall accrue based on the original interest rate of the pledged loan.
- (七) 逾期清償：如因存單或還款來源帳號事故致 貴行系統到期清償處理失敗，限由臨櫃辦理質借還款。 Late Payment: if the Bank's system fails to process a repayment of the loan on the maturity date due to an incident related to the time deposit or payment account, then pledged loan repayment shall only be conducted over the counter at the Bank.

#### 捌、自動化設備辦理「特定金錢信託投資國內外有價證券」自動授權扣繳約定條款

##### Terms of Authorized Direct Debit for "Non-Discretionary Money Trust Investment in Domestic and Foreign Securities" by Automated Means

- 一、存戶得透過 貴行提供之自動化服務(包括但不限於網銀網頁版、網銀 App、全球企業網路銀行等)，向 貴行信託部辦理特定金錢信託投資國內外有價證券之交易(申購、買回、轉換、資料異動)，並得依選取之帳戶將應繳付之價款及各種手續費用即時自動扣繳，但限轉入 貴行信託部「信託財產專戶」。 The Account Holder may request the Bank's Trust Department to provide services relating to non-discretionary money trust investment in domestic and overseas securities (purchase, redemption, conversion, and change of information) through the automated services provided by the Bank (including without limitation Online banking, Mobile banking App and the Global MyB2B). The Account Holder may also opt to set up direct debit to pay all payable amounts and service charges directly from the designated account, provided that such payments may only be made to the "Trust Property Account" of the Bank's Trust Department.
- 二、存戶使用 貴行自動化服務辦理轉帳或扣繳後，不必補填取款憑證，其與提出加蓋原留印鑑之取款憑證之交易，兩者效力相同。存戶經確認並發出交易訊息送達 貴行信託部後即不得撤銷或更改，並同意經由自動化服務進行之申購(加入)交易，於嗣後買回(退出)或有收益分配款項撥付時，限由 貴行信託部撥入於原申購(加入)時所指定扣帳之存戶本人帳戶內。 After making a transfer or setting up a direct debit using the Bank's automated services, the Account Holder shall not be required to fill in a withdrawal slip. Such transfers or direct debits shall have the same effect as transaction conducted by presenting a "withdrawal slip" affixed with the Authorized Signature Stamp. Once confirmed by the Account Holder and the transaction message is delivered to the Bank's Trust Department, the transaction may be revoked or modified. The Account Holder further agrees that if a subscription (or participation) is conducted through automated services, the Bank's Trust Department shall credit any future redemption (exit) proceeds or return distributions to the Account Holder's account originally designated for debiting the payment for the subscription (or participation).

#### 玖、暫停或終止附加功能

存戶知悉並同意，如 貴行認為存戶之各項帳戶有疑似不法或顯屬異常交易、或有遭他人非法使用之虞、或其使用違反法令規定、或有其他疑似不當使用等情事， 貴行得隨時逕行暫停或終止該帳戶之部分或全部附加功能(包括但不限於金融卡、網路銀行、網銀 App、電話銀行等自動化服務，或無卡提款、其他電子支付功能等)，毋須另行通知存戶。存戶需親自至任一分行臨櫃申請並提供 貴行所需之相關佐證或可信之資訊，經 貴行檢視無疑慮後，始得恢復或啟用該帳戶部分或全部之附加功能。

#### IX. Suspension or Termination of Additional Functions

The Account Holder acknowledges and agrees that if the Bank believes that: (1) any of the Account Holder's accounts is suspected to be involved in any illegal or evidently unusual transactions; (2) there is a risk that the Account Holder's accounts are unlawfully used by others; (3) the use of the accounts violates applicable laws; or (4) the accounts are otherwise suspected of being misused, the Bank may suspend or terminate, in part or in full, the additional functions of the accounts (including without limitation ATM cards, online banking, the Mobile banking App, phone banking or other such automated services, cardless withdrawal or other such electronic payment functions) without further notice to the Account Holder. To resume or reactivate the additional functions in part or in full, the Account Holder must apply at a branch in person and provide relevant supporting documents or credible information as may be required by the Bank for its review and approval.

## 壹拾、 財富管理業務約定事項-特定金錢信託投資國內外有價證券信託契約

### Wealth Management Service Terms and Conditions - Agreement on Non-discretionary Money Trust Investment in Domestic and Foreign Securities

#### 一、 委託人、受託人及受益人 Settlor, Trustee and Beneficiary

- (一) 委託人及受託人同意得以書面，或以符合電子簽章法之簽章，或以「金融機構辦理電子銀行業務安全控管作業基準」所訂之安全規範，作為委託人同意本信託契約條款之依據。  
The Settlor and Trustee agree that the basis for the Settlor's acceptance of these Trust Agreement Terms shall be in writing, or an electronic signature that complies with the Electronic Signatures Act (電子簽章法), or the security specifications required under the Standards for the Security Management Operation of Electronic Banking Business of Financial Institutions (金融機構辦理電子銀行業務安全控管作業基準).
- (二) 本信託契約條款項下所得享有全部信託利益之受益人以委託人本人為限，除法令另有規定或經受託人同意外，不得變更受益人。  
The Settlor shall be the only beneficiary entitled to all trust benefits under these Trust Agreement Terms, and the beneficiary may not be changed unless otherwise specified by law or agreed by the Trustee.
- (三) 委託人為未成年且未婚、或已成年但受有輔助宣告者，法定代理人或輔助人同意委託人遵守本信託契約條款。  
If the Settlor is an unmarried minor or an adult subject to statutory assistance, the legal representative or statutory assistant of the Settlor agrees that the Trustee shall abide these Trust Agreement Terms.

#### 二、 信託目的 Purpose of the Trust

本信託目的係委託人將其信託資金信託予國泰世華商業銀行（簡稱「受託人」），由受託人依委託人所為具體特定之運用指示，投資於主管機關核准（境外客戶不限）得以投資之境外基金、國外有價證券、國內基金及結構型商品等，並為信託財產之管理及處分。  
This trust (the "Trust") is created for the Settlor to place its trust funds in trust with Cathay United Bank Co., Ltd. (the "Trustee"), whereby the Trustee may use the funds to invest in offshore funds, foreign securities, domestic funds, structured products and other such products as permitted by the competent authorities (which restriction does not apply to offshore customers), and manage and dispose of the trust property, in accordance with the specific instructions of the Settlor.

#### 三、 信託資金及費用之收付 Receipt and Payment of Trust Funds and Fees

- (一) 委託人以信託資金交付受託人投資境外基金、國外有價證券、國內基金及結構型商品等，需於受託人之總行或營業單位開立活期(儲蓄)存款帳戶，以作為信託資金款項之收付，並以該等存款帳戶之原留印鑑為信託印鑑，以為與受託人相關業務往來（包括但不限於簽署申請書據、各項交易指示及書面等文件）之依據。委託人知悉並同意憑蓋用委託人之信託印鑑視為委託人本人之意思表示，並對委託人即生效力。若委託人申請買回時，於受託人之總行或營業單位已無任何存款帳戶，則憑委託人之親簽辦理。  
To place the trust funds with the Trustee for investment in offshore funds, foreign securities, domestic funds, structured products and other such products, the Settlor shall be required to open a current (savings) deposit account with the Trustee's head office or business units for the receipts and payments of the trust funds. The Authorized Signature Stamp for such account shall serve as the authorized signature stamp for the Trust and the basis for all business dealings between the Settlor and the Trustee (including without limitation for signing application forms, transaction instructions and other written documents). The Settlor acknowledges and agrees that the use of the Settlor's authorized signature stamp for the Trust shall be deemed the Settlor's means of expression, which shall be effective against the Settlor. At the time when the Settlor requests redemptions, if the Settlor does not have any deposit account with the Trustee's head office or business units, the request shall be processed on the strength of the Settlor's personal signature.
- (二) 前述原留印鑑如有遺失、毀損或有異動，悉依受託人之總行或營業單位存款業務規定辦理，如因未即時依規定辦理掛失或變更手續致發生損害者，由委託人自行負責；於完成掛失或變更手續前，受託人依原留印鑑所為之指示或交易仍為有效。  
If the aforesaid Authorized Signature Stamp is lost, damaged or changed, the terms of deposit services of the Trustee's head office or business units shall apply. The Settlor shall be solely responsible for any damage arising from his/her/its failure to report a loss or carry out change procedures in a timely manner as required. Instructions made or transactions conducted on the strength of the Settlor's Authorized Signature Stamp prior to a loss being reported or change (for which the required procedures have been completed) shall remain effective.
- (三) 委託人所交付之信託資金及相關費用，應以受託人所指定或同意之幣別（新臺幣/外幣）為之；就信託本金及收益之返還，應以委託人交付信託資金之同一幣別或受託人指定者為之，惟外幣信託部分，若有委託人指定辦理不同計價幣別之基金轉換，其後再指示買回此基金之情形，受託人將以該買回基金計價幣別之外幣支付應返還委託人之買回款項。  
The trust funds delivered by the Settlor and all associated fees shall be in the currency (NTD/foreign currency) designated or agreed to the Trustee. The principal of and proceeds from the Trust shall be returned in the same currency as the trust funds delivered by the Settlor or such other currency as designated by the Trustee, provided that in the case of foreign currency trusts, if the Settlor has previously specified that a given fund shall be converted into a different currency, and then redeems such fund, then the Trustee will return the redemption value to the Settlor in the foreign currency of the redeemed fund.
- (四) 委託人以定期（不）定額方式信託投資者  
Where the Settlor makes his/her/its trust investment using the dollar cost averaging or value averaging approach:
- 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。  
In the event of a computer system breakdown or force majeure, thereby resulting in a failure to carry out a debit transaction on a designated date, the Settlor agrees that the debit transaction shall be postponed to the Trustee's business hours after such obstacles are eliminated.
  - 委託人所指定自動扣款之帳戶，須於自動扣款授權書加蓋存款帳戶之原留印鑑後，始生效用。  
Direct debits from an account designated by the Settlor shall only become effective after the Settlor affixes the Authorized Signature Stamp for his/her/its deposit account to the direct debit authorization.
  - 委託人應於指定扣款日之前一金融機構營業日營業時間內，於指定扣款帳戶內留存足額扣款金額，若無法扣帳連續達五次時，受託人得暫停繼續扣款投資。  
The Settlor shall deposit sufficient funds into the designated debiting account within the financial institution's business hours one business day prior to the designated debiting date. If a direct debit fails five times or more in succession, the Trustee may suspend the direct debit investment.
  - 委託人如辦理停止扣款或經受託人依前款約定暫停扣款投資指定標的，並已申請買回該投資標的之全部，且逾二年期間均未再指示扣款或申請恢復扣款時，視為委託人就該投資標的終止信託。  
In the event the Settlor suspends the debit transactions for a designated investment target or the Trustee suspends the debit transactions for a designated investment target pursuant to the preceding subparagraph, and the Settlor has fully redeemed such designated investment target without any subsequent instructions to debit transactions or applying for resuming debit transactions for over 2 years, the Settlor shall be deemed to have agreed to terminate the trust investment of such designated investment target.

5. 委託人指定扣款帳戶內之存款可用餘額不足支付其所指定信託投資之金額時，悉依受託人扣款作業處理之先後順序為準，委託人不得指定或異議。

If funds in the Settlor's designated debiting account are insufficient for the payment of the trust investment, the Settlor agrees that the Trustee shall have the right to determine the order in which it makes direct debit investments, and the Settlor shall have no right to direct or object to such order.

#### 四、信託存續期間 Trust Period

本信託契約條款所定信託之存續期間應自信託資金交付予受託人之日起，至第十九條第二項規定終止本信託契約條款之日止。

The validity period of the Trust under these Trust Agreement Terms shall commence on the date on which the trust funds are delivered to the Trustee and shall end on the date on which these Trust Agreement Terms terminate pursuant to Section 19(ii).

#### 五、信託財產管理及運用方法 Management and Use of Trust Property

- (一) 本信託為特定單獨管理運用金錢信託，受託人對信託財產不具運用決定權，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、投資數額、投資時間、投資期間、買賣操作、交割之執行、價格範圍、指定執行買賣之金融或投資管理機構、交割機構、保管機構、參與投資標的分配收益及本身有關之各項權利義務之行使(包括但不限於股東或基金受益人權益之行使)及其他有關事項等，同意由受託人盡善良管理人之注意運用管理，委託人不另指示或參與。

The Trust is a non-discretionary individually managed money trust. The Trustee shall have no discretion over how the trust property is to be used. The Settlor authorizes the Trustee to use and manage the trust funds by exercising the duty of care expected of a good administrator for the following purposes (without further instructions or involvement on the part of the Settlor): applying for foreign exchange settlement, buying and selling foreign currencies, determining investment amounts, investment timing and investment term, trading, settling transactions, determining price ranges, appointing financial or investment management firms to execute transactions, appointing settlement agents or custodians, participating in proceeds distributions carried out by investment targets, exercising rights and performing obligations relating to investment targets (including without limitation exercising shareholders or beneficiaries' rights), and any other related matters.

- (二) 受託人對委託人所交付之信託資金不另計付利息。

The trust funds received by the Trustee from the Settlor will not accrue interest.

#### 六、運用之指示 Instructions on the Use of Trust Funds

- (一) 委託人就信託資金為運用之指示時，應以書面方式或其他經雙方事先書面約定之方式(包括自動化服務、傳真交易等)為之。Any instructions on the use of trust fund shall be given by the Settlor in writing or in such other manner as agreed in advance by the parties in writing (including automated services, fax transactions and so forth).

- (二) 委託人以書面方式指示受託人為運用其他事項時，應依受託人之規定填寫相關申請文件，並應依其相關規定辦理。

To instruct the Trustee in writing to use the trust funds for other purposes, the Settlor shall complete the relevant application documents provided by the Trustee and comply with the relevant requirements of the Trustee.

#### 七、權利轉讓及設質禁止 No Assignment of Rights and No Pledge

委託人因本信託關係所生信託利益之權利，不得轉讓或設質予第三人。

The Settlor must not assign or pledge to any third party any rights in relation to the trust benefits arising out of this trust relationship.

#### 八、投資準則 Guiding Principles for Investment

- (一) 委託人與受託人應共同遵守投資標的本身之相關規定及其適用之法令。該投資標的為境外基金、國外有價證券、國內基金及結構型商品時，其發行機構(總代理人)或基金公司所訂之投資相關規定包括申購、買回、轉換等之價格、時間、方式、淨值計算、收益分配、費用負擔及其他有關國內外有價證券或商品營運上之相關事宜等，雙方亦應遵守。

The Settlor and the Trustee shall both abide by the relevant rules of the investment targets as well as the laws applicable thereto. Where the investment targets are offshore funds, foreign securities, domestic funds or structured products, both parties shall also abide by the investment rules of the issuers (principal dealers) or the fund companies, including those relating to subscription, redemption or conversion prices, time and methods, net value calculation, proceeds distribution, applicable fees, and other matters concerning the trading of domestic/foreign securities or products.

- (二) 倘受託人於接獲投資標的有關增(減)資、清算、變更(包括名稱、計價方式、投資數額等)、合併、解散、暫停交易或暫停交割、營運困難、或其他不得已事由等通知時，委託人同意應配合辦理或中止該項投資，其所生之一切損益概由委託人承受。If the Trustee receives any notice of capital increase/decrease, liquidation, change (including change of name, valuation method and investment amount), merger, dissolution, trading suspension or suspension of settlement, operational hardship or other uncontrollable factors concerning an investment target, the Settlor agrees to cooperate with the Trustee to handle or suspend such investment, and bear all gains or losses arising therefrom.

- (三) 倘因交易對手停止提供特定服務者，委託人同意受託人得隨時停止提供與該特定服務有關之申購、轉換或贖回之服務，並授權受託人為必要之因應措施，包含但不限於贖回部分或全部與該特定服務有關之受益權單位數，其所生之一切損益概由委託人承受。

If a counterparty terminates a specific service, the Settlor agrees that the Trustee may stop providing purchase, conversion or redemption services related to such terminated service at any time. The Settlor further authorizes the Trustee to take all necessary measures in response to the situation, including without limitation redeeming, in whole or in part, the units of beneficial interests related to the specific service, with all gains and losses being solely borne by the Settlor.

- (四) 投資標的因法令限制或其發行機構之規定(包括投資對象限制、未達法定最低募集規模而被撤銷、已逾法定最高募集規模或其他法定禁止投資事由)，致受託人不能依委託人指示投資時，委託人同意終止投資。

The Settlor agrees to terminate the investment if the Trustee is unable to make investment in accordance with the Settlor's instructions due to legal restrictions on investment targets or rules imposed by their issuers (including restrictions on investment targets, cancellation due to failure to meet the minimum offering amount, exceeding the maximum offering amount legally permitted, or other statutory prohibitions on investment).

#### 九、投資確認及其他通知 Investment Confirmation and Other Notices

- (一) 受託人應將信託資金運用情形，依第十八條第二項約定送交予委託人。

The Trustee should provide details of the use of the trust funds to the Settlor in accordance with Section 18(ii).

- (二) 相關報表或對帳單上或於自動化服務通路查詢所載之信託財產權益內容與受託人之信託財產帳資料或相關記錄有所不符時，應以受託人之信託帳資料或記錄為準。倘受託人所接獲投資標的之國內外發行機構之交易確認通知有錯誤，或受託人之作業疏失錯誤時，委託人同意受託人得逕自更正並通知委託人。

In the event of any discrepancy between (1) the rights and interests in the trust property recorded in the related reports, account statements or the inquiry results obtained through automated service channels, and (2) those recorded in the Trustee's trust property accounting books or related records, said property accounting books or records shall prevail. The Settlor agrees that if there is any error in any transaction confirmation received by the Trustee from the domestic/foreign issuer of an investment target, or the Trustee makes any operational errors, the Trustee may directly correct such errors and notify the Settlor.

- (三) 委託人之地址或電子郵件信箱如有變更，應即以書面或其他約定方式通知受託人，如未通知，受託人依委託人原留存、最後通知之地址或其他約定之寄送方式遞送相關文件。如委託人已與受託人約定不遞送對帳單，則相關通知訊息需由委託人主動索取，委託人絕無異議。委託人如未與受託人約定對帳單遞送方式，則受託人得以書面寄送至委託人最後通知之地址。辦理私人銀行業務另與委託人約定製發專屬對帳單者，從其約定。

In the event of any changes to the Settlor's address or email address, the Settlor shall immediately notify the Trustee in writing or as otherwise agreed. Absent such notice, the Trustee shall deliver all related documents to the Settlor's original address or last notified address, or as otherwise agreed. If the Settlor and the Trustee have agreed that account statements shall not be delivered, the Settlor shall request the related information on his/her/its own without raising any objection. If the Settlor has not agreed upon a delivery method for the account statement with the Trustee, the Trustee may send the account statement in paper form to address last notified by the Settlor. If the Settlor has agreed the Trustee to issue a conclusive account statement for conducting private banking business, such agreement shall prevail.

#### 十、投資收益分配 Distribution of Investment Proceeds

因投資標的而受分配之投資收益及孳息，受託人依分配基準日按委託人所得享有之信託財產權益比例計算分配予委託人；委託人同意受託人得將該收益部分全數滾入信託財產內，再投資運用於相同之投資標的，而不以實物或現金分配交付委託人。惟該投資標的若性質上不得再投資，或再投資之數額不符合該投資標的之最低投資限度規定，或另經受託人同意以現金發放時，不在此限，現金收益分配時，應先扣除相關稅捐及費用再予分配。

The Trustee shall calculate and distribute to the Settlor investment proceeds and the interest thereon distributable from the investment targets in proportion to the rights and interests of the Settlor in the trust property as at the distribution reference date. The Settlor agrees that the Trustee may roll over the proceeds in whole into the trust property for further investment in the same investment target, rather than distribute and deliver the same to the Settlor in kind or in cash, unless the investment target, due to its nature, cannot be further invested in, or the amount of the further investment does not meet the required minimum investment amount of the investment target, or the Trustee otherwise agrees to distribute the proceeds in cash. Taxes and fees shall be deducted before cash distributions.

#### 十一、投資標的之轉換及買回 Conversion and Redemption of Investment Targets

- (一) 委託人得申請投資標的之轉換。投資標的轉換以經受託人同意，轉換發行機構（總代理人）或基金公司所發行且已在受託人營業處所公開受理轉換之其他有價證券為限，惟如有尚未分配之交易，受託人得暫不受理本次轉換交易。

The Settlor may apply to convert investment targets. Such conversion shall be subject to the consent of the Trustee and shall be limited to other securities which are issued by the same issuer (principal dealer) or fund companies and publicly available for conversion at the Trustee's place of business. If there are undistributed proceeds or interest, the Trustee may reject the application for the conversion.

- (二) 委託人於投資標的轉換後，如仍有轉換前原投資標的受益權單位收益分配時，得由受託人代為辦理贖回並以現金分配予委託人，委託人絕無異議。

Following conversion of an investment target, if the Settlor has distributable proceeds accrued from the units of the pre-conversion investment target, the Trustee may redeem the units on behalf of the Settlor and distribute the proceeds in cash to the Settlor. The Settlor shall raise no objection.

- (三) 委託人得於本信託契約條款屆期前填具相關申請書件（或依雙方當事人事前約定之方式），指示受託人就信託財產投資標的之一部或全部，於合理期間內申請買回交易，惟如有尚未分配之交易，受託人得暫不受理本次買回交易。Prior to the expiration of these Trust Agreement Terms, the Settlor may instruct the Trustee by submitting related application documents (or in such manner as agreed in advance by the parties) to redeem the investment targets of the trust property in whole or in part within a reasonable period. However, the Trustee may reject such redemption request if there are undistributed proceeds or interest on such targets.

- (四) 受託人向發行機構（總代理人）或基金公司申請買回後，應於接獲匯入款項並扣除信託管理費及其他有關費用（如匯費）後返還委託人。委託人指示就其信託投資標的之持有單位數為全數買回者，受託人依指示執行時，若因原指定買回之投資標的所衍生而尚有未完成買回之資產或單位數或投資標的本身不足最低買回基準時，受託人得不再另行通知委託人，而於接獲發行機構（總代理人）或基金公司之通知後，逕行申請買回，並於接獲匯入款項扣除相關費用（如匯費）後返還委託人。

After the Trustee applies for redemption with the issuers (principal dealers) or fund companies, the Trustee shall return the received amount to the Settlor after deducting the trust management fee and other related charges (such as remittance fees). Where the Settlor instructs the Trustee to redeem all units of the investment targets under the Trust, if during the time when the Trustee executes said instruction, there are unredeemed assets or units derived from the investment targets which the Trustee has been instructed to redeem, or if the investment targets fall short of the minimum threshold for redemption, the Trustee may, without further notice to the Settlor, directly apply for redemption upon receipt of notice from the issuers (principal dealers) or fund companies. The Trustee shall then return to the Settlor the received redemption amount after deducting all related fees and charges (such as remittance fees).

- (五) 投資標的因國內外有價證券之規定或其他事由而強制買回時，委託人無條件同意辦理，不得以本信託契約條款未屆期為由而不同意買回。

If the redemption of an investment target becomes compulsory due to domestic/foreign securities regulations or other reasons, the Settlor shall unconditionally agree to such redemption, and must not refuse such redemption on the grounds that these Trust Agreement Terms have not yet expired.

- (六) 委託人辦理投資標的之部分買回以先進先出方式處理，其帳上累計之信託本金按其所買回單位數比例扣減之。

Partial redemption of investment targets will be conducted on a first-in first-out basis, and the aggregate book value of the principal of the Trust will be deducted in proportion to the number of redeemed units.

#### 十二、投資單位數分配 Allocation of Investment Units

同一投資日倘有多數委託人為同一投資標的之投資運用指示時，受託人將依契約約定以該投資總價金共同運用向發行機構（總代理人）或基金公司所購得單位數分配予委託人；惟分配過程中若有因算數計算無法除盡之剩餘單位數時，將依受託人作業處理原則分配之，委託人不得異議。前述分配作業之規定，於買回款項分配之情形亦同。

If on any given investment day, multiple settlors give the Trustee investment instructions over the same invested target on the same day, the Trustee will purchase units from the issuer (principal dealer) or fund company in one lump sum with the aggregate investment amount, and allocate the units among such settlors in accordance with the corresponding trust agreements. If the allocation calculation results in any fractional units, the Trustee will allocate such units among the settlors in accordance with the Trustee's operating principles and the Settlor shall not raise any objection. The foregoing allocation rules also apply to the allocation of redemption amounts.

#### 十三、風險承擔及預告 Risk Allocation and Disclosure

- (一) 委託人為投資標的之運用指示前，已確實詳閱該投資標的相關資料及其規定，並瞭解其投資風險：包括可能發生投資標的跌價、匯兌損失所導致之本金虧損，或投資標的暫停接受買回及解散清算等風險，其最大可能損失為損失所有投資本金。且委託人係基於獨立審慎之投資判斷後，決定各項投資指示。

Prior to giving instructions with respect to any investment target, the Settlor has carefully read the information and requirements relating to said investment target and understands the investment risks: including the possibilities of

- depreciation, principal loss caused by foreign exchange loss, suspension of redemption and dissolution/liquidation of the investment target. The maximum loss possible is the loss of all investment principal. The Settlor shall exercise independent and prudent judgment in giving investment instructions.
- (二) 受託人除應盡善良管理人之注意義務外，本信託資金運用管理所生之資本利得及其孳息收益等悉數歸為委託人所享有；其投資所生風險、費用及稅賦亦悉數由委託人負擔，受託人不為信託本金及投資收益之保證。  
The Trustee shall exercise the duty of care expected of a good faith administrator, and the Settlor shall be entitled to the capital gains and interest derived from the use and management of the trust funds. The Settlor shall bear all risks, fees and taxes relating to such investment. The Trustee does not provide any guarantee as to the principal of the Trust and investment proceeds.
- (三) 委託人已瞭解信託財產運用於存款以外之標的者，不受存款保險之保障，且投資標的過去績效不代表未來表現亦不保證最低投資收益。  
The Settlor understands that in circumstances where the trust property is used to invest in targets other than deposits, the trust property will not be covered by deposit insurance. In addition, the historical performance of an investment target is not an indication of future performance, nor does it guarantee minimum investment proceeds.
- (四) 委託人已充分瞭解以投資非投資等級債券為訴求之基金之特有風險，包括：  
The Settlor is fully aware of the specific risks associated with non-investment grade bond funds, including:
1. 信用風險：由於非投資等級債券之信用評等未達投資等級或未經信用評等，可能面臨債券發行機構違約不支付本金、利息或破產之風險。  
Credit risk: as non-investment grade bonds either have lower credit ratings than investment grade bonds or have no credit rating, there may be risks of the bond issuer's defaulting on principal or interest payment or becoming bankrupt.
  2. 利率風險：由於債券易受利率之變動而影響其價格，故可能因利率上升導致債券價格下跌，而蒙受虧損之風險，非投資等級債券亦然。  
Interest rate risk: as bond prices are sensitive to changes in interest rates, increased interest rates may result in drops in bond prices, and the Settlor may suffer losses as a result. This also applies to non-investment grade bonds.
  3. 流動性風險：非投資等級債券可能因市場交易不活絡而造成流動性下降，而有無法在短期內依合理價格出售的風險。  
Liquidity risk: liquidity of non-investment grade bonds may decline due to an inactive market, thereby resulting in the risk of inability to sell high yield bonds at reasonable prices in the short term.
  4. 匯率風險：以新臺幣兌換外幣申購外幣計價基金時，需自行承擔新臺幣兌換外幣之匯率風險，取得收益分配或買回價金轉換回新臺幣時亦自行承擔匯率風險，當新臺幣兌換外幣匯率相較於原始投資日之匯率升值時，將承受匯兌損失。  
Exchange rate risk: in the case of converting NTD to purchase a fund denominated in foreign currency, the Settlor shall bear the foreign exchange risk. The Settlor shall also bear the foreign exchange risk arises from proceeds distribution or converting redemption price to NTD as well as the foreign exchange loss if NTD increases in value against the foreign currency compared to the original investment day.
  5. 投資人投資以非投資等級債券為訴求之基金不宜占其投資組合過高之比重，且不適合無法承擔相關風險之投資人。  
Investment in non-investment grade bond funds should preferably not make up too large a share of the Settlor's investment portfolio, and such investment is not suitable for investors who are unable to assume related risks.
  6. 若非投資等級債券基金為配息型，基金的配息可能由基金的收益或本金中支付。任何涉及由本金支出的部份，可能導致原始投資金額減損；且基金進行配息前可能未先扣除應負擔之相關費用。  
Where a non-investment grade bond fund pays dividends, such dividends may be paid from the proceeds or principal of the fund. Any payment out of the principal may reduce the initial investment amount. In addition, fees payable may not have been deducted prior to dividends distribution.
  7. 非投資等級債券基金可能投資美國 144A 債券（境內基金投資比例最高可達基金總資產 30%；境外基金不限），該債券屬私募性質，易發生流動性不足，財務訊息揭露不完整或價格不透明導致高波動性之風險。  
non-investment grade bond funds may invest in U.S. 144A Bonds (whose investment amount may reach up to 30% of the total asset value of the fund (in the case of domestic funds) or may be subject to no cap (in the case of offshore funds)), which are privately placed funds and may easily result in risks of drastic fluctuation due to insufficient liquidity, incomplete disclosure of financial information or lack of price transparency.
  8. 申購基金前應詳閱公開說明書，充分評估基金投資特性與風險，更多基金評估之相關資料(如年化標準差、Alpha、Beta 及 Sharp 值等)可至中華民國證券投資信託暨顧問商業同業公會網站之「基金績效及評估指標查詢專區 ([https://www.sitca.org.tw/index\\_pc.aspx](https://www.sitca.org.tw/index_pc.aspx))查詢。  
Before purchasing a fund, the Settlor should read the prospectus carefully, and fully assess the fund's investment features and risks. For more information to assess a fund (such as annualized standard deviation, Alpha, Beta and Sharp value), please refer to the "Search Section of Fund Performance and Evaluation Indicator" on the website of Securities Investment Trust & Consulting Association of the R.O.C. ([https://www.sitca.org.tw/index\\_pc.aspx](https://www.sitca.org.tw/index_pc.aspx)).
- (五) 基金的配息可能由基金的收益或本金中支付，任何涉及由本金支出的部份，可能導致原始投資金額減損；且基金進行配息前可能未先扣除應負擔之相關費用。委託人可至各家基金公司或總代理人網站查詢最近 12 個月內由本金支付配息之相關資料。  
Fund dividends may be paid out of the proceeds or the principal of the fund. Any payment out of the principal may reduce the initial investment amount. In addition, the relevant fees may not have been deducted prior to dividends distribution. The Settlor may access information about dividend payments made out of principal over the past 12 months on the websites of the respective fund companies or principal dealers.
- (六) 委託人之指示如經受託人評估將導致受託人營運上之風險時，受託人得通知委託人，並拒絕辦理。  
If any of the Settlor's instructions are, based on the Trustee's assessment, likely to cause the Trustee to incur operational risks, the Trustee may notify the Settlor and refuse to execute the instructions.
- (七) 國外指數股票型基金(ETF)投資風險預告 Foreign ETF Investment Risk Disclosure  
委託人買賣國外指數股票型基金(ETF)前應瞭解本商品特性及投資風險，以下係列舉大端，對所有投資風險及影響市場因素無法逐項詳述，委託人於交易前，除下列各項投資風險外，對其他可能影響之因素亦須慎思明辨，並自行審度本身財務狀況及風險承受程度，始決定是否進行投資，以免因交易而遭到無法承受之損失：  
Before buying or selling a foreign ETF, the Settlor should learn about the product's features and investment risks. The following list of risks is not exhaustive and does not cover all investment risks and factors affecting the market. In addition to the following investment risks, the Settlor must carefully consider other factors that may have an impact before entering into a transaction, and must assess his/her/its own financial status and risk tolerance before deciding whether to invest, in order to prevent unbearable losses arising from the transaction.
1. 當地市場風險：委託人應瞭解本商品係於海外證券市場交易，交易之進行須遵照當地國家之法令及交易市場規定辦理，其或與我國證券交易法之法規不同。委託人必須瞭解本商品之實際交易市場與台灣有時間之限制，且交易一旦成交將無法取消，也必須承受所有當地市場風險。  
Local market risk: The Settlor should understand that this product is traded on offshore securities markets. Transactions must be conducted in accordance with local laws and rules of the exchanges on which it is traded,

- which may be different from the ROC Securities and Exchange Act (證券交易法). The Settlor must understand that there are time differences between the exchanges on which this product is traded and Taiwan, and a transaction cannot be cancelled once it is closed; the Settlor must also bear all local market risks.
2. **價格波動風險**：委託人必須瞭解本商品屬不保本商品，且本商品之市場交易價格波動較大，漲跌幅並無上限及下限，最大損失為所有本金；本商品之交易方式與股票類似，若市場發生重大事件時，委託人可能面臨盤中不同時間點價格差異較大之情形，且交易之價格不一定等同於基金經理公司公佈之淨值，可能高於或低於基金經理公司公佈之淨值。  
Price fluctuation risk: the Settlor must understand that this product is a non-principal protected product and its trading price fluctuates dramatically without any upper and lower circuit limit. The maximum loss possible is the full amount of the principal. The product is traded in a manner similar to that of stocks. If a major event occurs in the market, the Settlor may face a situation where prices differ greatly at different points of the trading hours and the trading price may not necessarily be the same as, and may be higher or lower than, the net value published by the fund management company.
  3. **匯兌風險**：本商品屬外幣計價之投資產品，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，須留意外幣之孳息及贖回款項返還時，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。  
Exchange risk: this product is an investment product denominated in foreign currencies. If the Settlor invests in this product in NTD or a foreign currency other than the currency in which the product is denominated, he/she/it must be aware of the exchange risk which may result in the accrued interest and redemption payments in foreign currencies (after being converted back to NTD assets) being lower than the investment principal.
  4. **投資集中風險**：若本商品集中投資在某一產品、商品或國家，將無法達到分散投資之目的。  
Portfolio concentration risk: if this product primarily invests in a certain product, commodity or country, it will not achieve the purpose of investment diversification.
  5. **追蹤誤差風險**：本商品的走勢可能與其追蹤的目標指數走勢有高度相關，但並不保證一定高度相關，影響相關性的因素包含經理費、交易成本、佣金、費用、轉換成本、相關收入與會計規範等，加上本商品資產與追蹤標的指數成份股之間可能存在差異，可能造成本商品的資產淨值與追蹤標的指數間存在落差。  
Tracking error risk: the trend of this product may, but not necessarily, be highly correlated with the trend of the target index it tracks. Factors that affecting correlation include management fees, transaction costs, commissions, fees, conversion costs, related income and accounting standards and so forth. In addition, there might be differences between the assets underlying this product and those of the target index tracked by the product, which might result in a gap between the net asset value of this product and the target index it tracks.
  6. **合成複製策略風險**：若本商品採合成複製策略運用衍生性金融工具，如：期貨、選擇權、交換合約(Swap)等工具複製或模擬追蹤標的指數報酬，可能產生較大的追蹤誤差風險與交易對手違約風險。如放空型、槓桿型及放空槓桿型 ETF 採用交換合約(Swap)複製當日追蹤標的表現使長期績效與追蹤標的指數累積表現產生不一致甚至極大追蹤誤差，且會因採交換合約(Swap)產生交易對手違約風險；商品型 ETF 投資策略透過期貨工具複製追蹤標的指數表現，會因正價差、負債差與到期轉換換約問題而影響 ETF 的績效表現。  
Synthetic replication strategy risk: if the product adopts a synthetic replication strategy and uses derivative financial instruments, such as futures, options, swaps and other tools replicating or simulating the target index's returns, it may generate greater tracking error risks and counterparty risk. For example, short, leveraged and short leveraged ETFs use swaps to replicate the performance of the target index on the day, thereby causing long-term performance to be inconsistent with the cumulative performance of the target index, or even creating significant tracking errors. There will also be counterparty risk due to the use of swaps. Commodity ETF investment strategies use futures to replicate the performance of the target index. This will affect the performance of the ETF due to positive spreads, negative spreads and switch at maturity.
  7. **交易對手風險**：為了達成投資目的，本商品可能需要使用財務工具，而必須與不同合作對象做交易，若交易對手有破產或其他因素影響其財務，則將對本商品的績效產生負面的影響。  
Counterparty risk: in order to achieve its investment objectives, this product may require the use of financial instruments, and will therefore require transactions with different counterparties. If a counterparty is bankrupt or its finance is affected by other factors, the performance of this product will be adversely impacted.
  8. **信用風險**：若本商品的發行機構或保證機構及財務工具的合作交易對象，因信用違約無法支付利息或本金，而對本商品績效產生負面之影響。  
Credit risk: if the issuer or guarantee agency of this product or the counterparties to financial instruments are unable to pay interest or the principal due to credit default, the performance of this product will be adversely impacted.
  9. **提早收盤與停止交易風險**：交易所或市場有提早收盤或發佈停止交易的特殊機制，將限制買賣或賣出特定證券的能力，影響本商品重新平衡其投資組合，而實際的成交價格可能導致交易損失。  
Early closing and trading suspension risk: exchanges or markets have in place a special mechanism allowing the market to close early or issue trading suspension notices, which will restrict one's ability to buy or sell certain securities, and prevent the product from rebalancing its investment portfolio; and the actual trading price may result in a loss.
  10. **流動性風險**：在某些情況下，本商品的投資標的或財務工具出現市場中斷事件，相關處置或價格報價將由基金管理公司決定，本商品可能因流動性不足或其他因素產生無法成交或部分成交之情況，委託人應留意因流動性風險所衍生的價格風險和市場風險。當本商品因市場或流動性等因素影響，申購或賣出之交易申請不保證成交。  
Liquidity risk: in some cases, if an investment target or financial instrument of this product experiences a market disruption, the relevant disposal or offered prices will be determined by the fund management company. It is possible that this product will become unable to be traded in whole or in part due to insufficient liquidity or other factors. The Settlor should pay attention to the price risk and market risk derived from liquidity risk. When this product is affected by factors such as market or liquidity, there is no guarantee that the buy or sell orders will be executed successfully.
  11. **新興市場風險**：新興市場與已開發國家不同，其風險大於已開發國家，這些風險包含證券市場的資本較小而產生相關流動性、價格波動、外國投資限制、政府干預經濟、法律不夠完備、社會經濟及政治不確定性等問題的風險。  
Emerging market risk: emerging markets are different from developed countries. Their risks are greater than those of developed countries. These risks include liquidity risk due to limited capital in their securities markets, price fluctuations, foreign investment restrictions, government intervention in the economy, insufficient legislation, socio-economic and political uncertainties and so forth.
  12. **投資組合週轉風險**：指數股票型基金的股票頻繁交易或是贖回行為，將使投資組合週轉增加，高週轉率將增加經濟成本，同時有可能增加資本利得的稅務成本。  
Portfolio turnover risk: the frequent trading or redemption of ETFs will increase the turnover of portfolios. A high turnover rate will result in increased economic costs, as well as potential increased taxation costs relating to capital gains.

13. 基金清算風險：當本商品之淨資產價值於任何特定的評價日，低於規定之最小淨資產價值時，基金經理公司將賣出所有持有股權資產進行清算，受託人於收到相關訊息後將通知委託人，並將依受託人與委託人之間之特定金錢信託投資國內外有價證券信託契約，妥善處理相關事務。
- Fund liquidation risk: when the net asset value of this product is lower than the stipulated minimum net asset value on any particular valuation date, the fund management company will liquidate the fund by selling all equity assets. The Trustee will notify the Settlor upon receipt of relevant information, and will properly handle the situation in accordance with the Agreement Non-discretionary Money Trust Investment in Domestic and Foreign Securities between the Trustee and the Settlor.
14. 使用衍生性商品的風險：雖然 ETF 投入衍生性商品的金額可能不大，但承擔的風險與損失可能會超過投資於這些工具的金額，尤其當 ETF 使用槓桿操作時，衍生性金融商品的使用可能會使 ETF 的價值產生較劇烈的變化；另外若衍生性商品與追蹤指數無法完全相關，可能導致 ETF 無法達成投資目標。此外，在交換(SWAP)的使用方面，若資產淨值因市場變化發生劇幅下跌時，有可能發生交易對手要求立即結束交易，在這種情況下，ETF 可能面臨無法進行另一個交換或其他衍生性金融商品的投資以達到原先的投資目標，將造成績效不如預期的狀況。
- Derivatives risk: while ETFs may not invest significantly in derivatives, the risks and losses assumed may be greater than the amount invested in these instruments. In particular, when ETFs use leverages, the use of derivatives may result in drastic fluctuations in the value of ETFs. In addition, if derivatives are not able to correlate perfectly with the target index, ETFs may fail to achieve their investment goals. Moreover, as for the use of swaps, if the net asset value drops sharply due to market changes, the counterparty may request to immediately terminate the transaction. In this case, the ETF may be unable to conduct another swap or invest in other derivatives to achieve the original investment goal, resulting in lower than expected performance.
15. 複合效果風險：由於槓桿型、放空型 ETF 是以追求「單日報酬」達到「追蹤指數報酬的某固定倍數」而設計的，若持有 ETF 期間超過 1 天，每日重新調整槓桿倍數以達追蹤指數報酬的某固定倍數時，則每日報酬不論正負，皆會以複合(compounding)方式累積報酬，導致該 ETF 於「一段期間」之績效並非等於一段時間實際漲跌的累積加總乘上槓桿的倍數。
- Compounding risk: since leveraged and short ETFs are designed to seek a "daily return" that is "a fixed multiple of the return on the target index" by pursuing "single-day return," if ETFs are held for more than one day and the leverage multiple is adjusted daily to achieve a fixed multiple of the return on the target index, then regardless of whether the daily return is positive or negative, the return will be accumulated in a compounding manner. As a result, the performance of ETFs over "a given period" will not be equal to the cumulative sum of actual fluctuations over that period multiplied by the leverage.
16. 盤中價格績效風險：委託人於任一交易時點買入該檔 ETF 時，交易當下該 ETF 可能還未完成當日之槓桿倍數之重新調整，以致於 ETF 單日報酬可能是大於或小於該檔 ETF 原先設定的倍數。
- Intraday price performance risk: when the Settlor buys an ETF at a certain trading point, the ETF may not have completed the leverage adjustment for that day at the time of the transaction, so the ETF's daily return may be greater or less than the multiple initially set by the ETF.

#### 十四、手續費及其他費用 Service Fees and Other Charges

- (一) 委託人瞭解並同意受託人辦理本信託契約條款項下信託業務(特定金錢信託)之相關交易時，自交易相對人取得之報酬、費用、折讓等各項利益，於法令許可之範圍內得作為受託人收取之信託報酬。另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發行機構(總代理人)或基金公司之各項管理費用、交易費用及稅捐外，並應就信託財產運用、管理，需另支付各項手續費及其他費用予受託人，分別說明如下。另委託人投資之所得，受託人將依中華民國相關稅法、交易市場當地法規或相關法令規定辦理。

The Settlor understands and agrees that when the Trustee enters into a transaction under the Trust (non-discretionary money trust) pursuant to these Trust Agreement Terms, the compensation, fees, discounts and other benefits received by the Trustee from the counterparty to the transaction may be treated as fiduciary compensation received by the Trustee to the extent permitted by law. Regardless of whether or not the use of the trust funds result in a profit or loss, in addition to the management fees, transaction fees and taxes payable to the designated issuers (master agents) or fund companies of investment targets, the Settlor shall pay to the Trustee the service fees and other charges for its use and management of the trust property as detailed below. The Trustee will handle the proceeds from the Settlor's investments in accordance with applicable tax laws of the ROC, the local laws of the places of the exchanges or other applicable laws and regulations.

- (二) 以下費用項目如有調整或新增時，受託人應事前公告或通知委託人。各項費用計算至受託人之總行或營業單位之存款最小計價單位(例如：新臺幣至元、美元至分、日幣至元)為止，最小計價單位以下四捨五入。

In the event of any adjustment or addition to the following fees, the Trustee shall make an announcement or notify the Settlor in advance. All fees are rounded to the smallest unit for deposits in the Trustee's head office or business units (e.g., dollar for NTD, cent for USD, and yen for JPY).

- 信託手續費(申購手續費)：依據投資標的之國內外發行機構所訂之投資標的銷售費率，於申購時依每次信託資金之一定百分比計收(費率：0%~5%)。民國110年4月6日前，申請以定期(不)定額方式投資者，信託手續費每次每筆最低新臺幣伍拾元整(或等值之外幣)；民國110年4月6日(含)起新申購或申請變更投資金額者，最低收取金額則依受託人官網公告收費標準計收。若投資於國外指數股票型基金(ETF)，於申購時依每次信託資金之3%計收，且每筆最低收取美金6元(美國市場)。並依本信託契約條款之約定由受託人按次與信託資金一併扣帳。  
Trust service fee (subscription fee): subject to the applicable selling rate set by the relevant domestic/foreign issuer of the investment target, to be calculated based on a certain percentage (rate percentage: 0%~5%) of the amount of trust funds at the time of each subscription. In the case of dollar-cost averaging investment or value averaging investment subscribed prior to April 6, 2021, the minimum trust service fee per trust transaction is NT\$50 (or its foreign currency equivalent); for new subscriptions or applications for change investment amount on or after April 6, 2021, the minimum service fee shall be charged according to the standard posted on the official website of the Trustee. In the case of investment in foreign ETFs, a service fee of 3% of the amount of trust funds will be charged per subscription, and the minimum charge per transaction shall be US\$6 (U.S. markets). The service fee shall be deducted together with the amount of trust funds on a transaction-by-transaction basis by the Trustee pursuant to these Trust Agreement Terms.
- 信託管理費：於民國103年1月1日(不含)前申購者，自信託資金交付予受託人之日後滿一年起，依信託資金交付時之金額(即信託本金)按年費率千分之二給付受託人信託管理費；於民國103年1月1日(含)後申購者，自信託資金交付予受託人之日後一年內，依信託資金交付時之金額(即信託本金)按年費率千分之一(國內貨幣市場型基金為千分之零點五)給付受託人信託管理費，第二年起按年費率千分之二(國內貨幣市場型基金為千分之一)給付受託人信託管理費，但信託資金交付予受託人滿一年且於民國110年4月6日(不含)前申請買回者，其應給付受託人之信託管理費如未滿新臺幣貳佰元(或等值之外幣)，仍以新臺幣貳佰元(或等值之外幣)計收。由受託人於委託人買回時，就信託收益或信託本金中扣收；受託人保管基金免收。  
Trust management fee: prior to January 1, 2014, the Trustee charges an annual management fee at the rate of 0.2% of the amount of the trust funds (i.e., the principal) as at the time when they are delivered to the Trustee, starting from one year after the trust funds are delivered to the Trustee. For subscriptions on or after January 1, 2014, the Trustee will charge a management fee at the rate of 0.1% (0.05% for domestic money market funds) of the amount of the trust funds

(i.e., the principal) as at the time when they are delivered to the Trustee, within one year of the trust funds being delivered to the Trustee. Starting from the second year, the Trustee will charge an annual management fee at the rate of 0.2% (0.1% for domestic money market funds) of the amount of trust funds. In the case of the trust funds delivered to the Trustee over one year and redeemed before April 6, 2021, the trust management fee shall be charged for NT\$200 (or its foreign currency equivalent) if the management fee receivable is below NT\$200 (or its foreign currency equivalent). The Trustee will deduct the fees from the trust proceeds or principal when the Settlor instructs the Trustee to redeem the investment. Such fees will be waived for funds in the custody of the Trustee.

3. 轉換手續費：受託人每筆收取最低新臺幣貳百元整（或等值之外幣），於每次申請轉換時收取；國內外發行機構如對轉換交易另有轉換手續費之費率或收取方式者，另從其計費規定繳付。

Conversion fee: the minimum fee per conversion shall be NT\$200 (or its foreign currency equivalent) and will be charged by the Trustee upon each conversion. If domestic/foreign issuers stipulate their own rates or payment methods for conversion transactions, the Settlor shall also pay such fees accordingly.

4. 信託投資明細之開立：每份新臺幣壹百元，並於申請時向委託人收取。

Issuance of trust statements: the Trustee will charge NT\$100 for each statement at the time when the Settlor requests such statement.

5. 申購時之通路服務費（境外結構型商品除外）：通路服務費由交易相對人給予受託人，於申購時一次給付。以信託本金乘上費率計算之，費率0%至5%，視市場情形而定。此服務費如係已包含於基金公開說明書所規定之費用，將由基金公司逕自各基金之每日淨資產價值中扣除。且受託人接受非專業投資人受託投資外國債券時，年化費率不超過受託總金額之0.5%。費用由交易相對人於債券申購時，一次給付受託人。

Subscription service fee (offshore structured products excluded): The channel service fee is to be paid by the transaction counterparty to the Trustee on a lump sum basis upon subscription. The subscription service fee shall be the product of (x) the principal and (y) an applicable rate ranging from 0% to 5%, depending on the market condition. If this service fee is included in the funds and expenses listed in the fund's prospectus, it will be deducted by the fund company from the daily net asset value of the fund. If the Trustee accepts the non-professional investor's investment in foreign bonds, the annualized channel service fee shall not exceed 0.5% of the principal. The fee is to be paid by the transaction counterparty to the Trustee on a lump sum basis upon subscription.

6. 境外結構型商品之通路服務費：通路服務費由發行機構（包括其總代理人或其指派之代理機構）給予受託人，以信託本金乘上費率計算之，費率0%至6%，於商品發行時一次給付。且受託人接受非專業投資人受託投資境外結構型商品時，年化費率不超過受託總金額之0.5%，全部年限收取之費率合計不得超過5%，未滿一年者，依實際投資期間按比例計算。

The channel service fee of offshore structured products: The channel service fee will be paid by the issuer (including the principal dealer or a designated agent) to the Trustee. The fee shall be the product of (x) the principal and (y) an applicable rate ranging from 0%-6%, and will be paid on a lump sum basis when the product is issued. If the Trustee accepts the non-professional investor's investment in offshore structured products, the channel service fee shall not exceed 0.5% of the principal per annum and 5% in aggregate. If less than a year, the channel service fee will be calculated according to the proportion of the term with actual investment.

7. 持有期間之通路服務費：由受託人之交易對手或基金公司給予受託人，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。費率為0%~2%（年費率）。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。

Channel service fee during the holding period: to be paid by the counterparty or fund company to the Trustee, and shall be the product of (x) the net value of the Trustee's assets placed with the counterparty or the fund company and (y) an applicable rate ranging from 0% to 2% per annum. The payment method varies among different fund companies, and may be paid monthly, quarterly, semi-annually or annually. If this service fee is included in the fees and expenses listed in the fund's prospectus, it will be deducted by the fund company from the daily net asset value of the fund.

8. 國外當地作業費：贖回國外指數股票型基金(ETF)時，證券商將依不同交易市場，按贖回成交金額的0.1%~0.211%直接扣收，且每筆最低收取美金3元(美國市場)，非由受託人額外收取。

Local transaction fee for overseas markets: when a foreign ETF is redeemed, the brokerage firm (instead of the Trustee) will directly deduct a transaction fee at a rate of between 0.1% to 0.211% of the transaction price, depending on the specific exchange, with the minimum charge being US\$3 per transaction (U.S. markets).

9. 有關境外基金應負擔之費用（含分銷費用）已揭露於境外基金公開說明書及投資人須知中，委託人可至境外基金資訊觀測站中查詢。

All fees related to offshore funds (including distribution fees) are disclosed in the prospectus of the offshore funds and investor brochures, which are available to the Settlor on Fund Clear's website (offshore funds section) (境外基金資訊觀測站).

10. 委託人應了解所投資手續費後收型基金產品，基金公司將依公開說明書收取分銷費用（Distribution Fee），且該費用將由基金資產中支付，直接反映於每日基金淨資產價值。同時，基金在買回時，基金公司將收取遞延申購手續費（Contingent Deferred Sales Charge），該費用將自買回總額內扣除。

The Settlor shall note that in the case of back-end load funds, a distribution fee will be deducted by the fund company from the fund assets pursuant to the prospectus, and will be directly reflected in the daily net asset value of the fund. In addition, the fund company will charge a contingent deferred sales charge when the fund is redeemed, and the charge will be deducted from the total redemption amount.

11. 投資標的為境內外共同基金時，依各基金公開說明書所載，應負擔各基金公司或分銷商所規定之各項費用（包括但不限於基金經理費、保管費、分銷費、轉換手續費、贖回手續費及短線交易費用）及瞭解各項交易限制（包括但不限於申購、贖回、轉換及短線交易），委託人同意依各基金公司或分銷商之規定辦理。

For investment in domestic/offshore mutual funds, all charges listed by each fund company or distributor in the respective prospectus (including without limitation fund management fee, custodian fee, distribution fee, conversion fee, redemption fee and short-term trading fee) shall be borne by the Settlor, and the Settlor shall learn about all transaction restrictions (including without limitation restrictions on subscription, redemption, conversion and short-term trading). The Settlor agrees to comply with the requirements of the fund companies or distributors.

12. 對帳單補發費用：以申請日當月份起算，六個月內補發之對帳單免費，逾六個月每份實體對帳單新臺幣壹百元，並於申請時向委託人收取，透過電子方式補發對帳單則不收取費用。

Fee for reissuing account statements: statements of the six months prior to the month of the application date may be reissued free of charge. For account statements originally issued more than six months prior to the month in which a reissue application is made, the Settlor will be charged NT\$100 per each reissued account statement upon application. The reissuance of account statements via electronic means will be free of charge.

## 十五、匯率計算 Exchange Rate

- (一) 境外基金、國外有價證券、國內基金及結構型商品轉換時其不同幣別間之兌換，係以發行機構（總代理人）或基金公司之作業規則所計匯率為準。

The exchange rates for conversion between different currencies involved in the conversion of offshore funds, foreign securities, domestic funds and structured products shall those which are stipulated in the operating rules of the issuers

(master agents) or fund companies.

- (二) 本信託資金因兌換所生之匯率風險悉由委託人負擔。

All foreign exchange risk arising from the conversion of the trust funds shall be borne by the Settlor.

#### 十六、委託事項異動申請 Application for Changes to the Trust

- (一) 委託人就信託資金之投資數額、扣款帳戶、扣款日期、停止(恢復)扣款及其他事項如有異動時，至遲應於受託人規定之時間前，向受託人辦妥異動變更手續後始為生效。

If the Settlor intends to change the investment amount, debiting account or debiting date, to suspend (or resume) debit transactions or to make other changes in relation to the trust funds, the Settlor shall complete the change procedures no later than the time set by the Trustee, and the change shall take effect upon completion of such procedures.

- (二) 委託人個人登錄資料如有異動，悉依受託人之總行或營業單位存款業務規定辦理。

Any changes to the Settlor's information shall be made in accordance with the deposit service terms of the Trustee's head office or business units.

#### 十七、受託人之責任 Responsibilities of the Trustee

- (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。

The Trustee shall exercise the duty of care expected of a good faith administrator in conducting the matters in relation to the Trust based on the Settlor's instructions and in accordance with all laws applicable to the investment targets and international banking practices.

- (二) 除受託人有故意或重大過失外，委託人不得以該有價證券之發行機構、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，要求受託人負任何連帶責任或請求損害賠償。

Except for any willful misconduct or gross negligence on the part of the Trustee, the Settlor shall not hold the Trustee jointly liable or claim damages against the Trustee for any act or omission on the part of any securities issuers, management firms, settlement institutions or custodians, or any other third parties.

- (三) 委託人不得因指定投資標的之市場休市或遇前項各機構所在地放假，致委託人指示之投資、買回及轉換等交易不能立即執行，而對受託人主張任何權利或請求損害賠償。

Where any investment, redemption, conversion or transaction instructions cannot be immediately executed as a result of the closure of the market on which the designated investment target is traded or during a public holiday at the place where any of the firms or institutions mentioned in the preceding paragraph is located, the Settlor shall not be entitled to assert any rights or claim damages against the Trustee.

- (四) 受託人為服務委託人，所提供之投資標的淨值、參考匯率、參考現值等，僅供委託人參考使用，上述相關資料概以國內外基金專業機構或發行機構公告或實際發生者為準，委託人不得就受託人所提供之參考資料主張任何權利或要求損害賠償。

All information provided by the Trustee for the purpose of providing services to the Settlor, including the net asset value of investment targets, reference exchange rates and current reference value, is for reference only. Such information shall be subject to the information made public by domestic/foreign fund companies or issuers or the actual situation. The Settlor shall not be entitled to assert any rights or claim damages against the Trustee on the grounds of the reference information provided by the Trustee.

- (五) 受託人基於客戶服務之立場，得透過郵件、通信網路或其他方式提供各類商品及資訊服務予委託人。

For the purpose of providing services to the Settlor, the Trustee may provide products and information services to the Settlor by mail, through communication networks or by any other means.

- (六) 受託人對於委託人之往來及交易資料等，除另有約定、主管機關或法院之命令或法令另有規定外，應予保密。

The Trustee shall keep all information on its dealings and transactions with the Settlor confidential, unless otherwise agreed, ordered by any competent authorities or courts, or provided by law.

- (七) 若遇不可抗力或非可歸責於受託人之因素，包括但不限於天然災害、斷電、斷線、網路電信壅塞等，致使交易或其他指示事項延遲或無法完成者，委託人同意由受託人全權處理，受託人不負賠償責任。

The Settlor agrees to grant the Trustee full authority to act at its own discretion if any transactions or other instructions are delayed or unfulfilled due to force majeure events or other factors not attributable to the Trustee, including without limitation natural disasters, power outage, network disconnection, transmission interference and congestion in telecommunication networks, and the Trustee shall not be liable for compensation.

#### 十八、帳務處理及報告 Accounts and Reports

- (一) 受託人應就本信託資金及其投資所得之資產，分別設帳管理。

The Trustee shall create separate books for the trust funds and assets derived from the investment of such funds.

- (二) 受託人應就本信託資金之運用情形定期編製報表或對帳單，以郵寄、電子郵件或依其他約定方式送交予委託人，委託人得隨時以書面或網路銀行等向受託人變更送交方式；就未約定送交方式之各類通知，委託人同意受託人得以書面郵寄至委託人最後通知之地址。有關報表、對帳單及交易報告書之印製及寄送，受託人得依法委由第三人處理。

The Trustee shall, on a regular basis, prepare reports or account statements relating to the use of the trust funds and deliver them to the Settlor by mail, email or as otherwise agreed. The Settlor may change delivery method in writing or through online Banking to the Trustee at any time. As for any notice without agreed delivery method, the Settlor agrees that the Trustee may deliver written notice to the address last notified by the Settlor. The Trustee may appoint third parties to print and deliver the reports, account statements and transaction reports in accordance with the law.

- (三) 受託人就各項信託業務有關交易報告書，包括但不限於申購、贖回、轉換、發行機構提前贖回等，得以電子郵件送交予委託人，若未於受託人處留存電子郵件信箱，則將以書面寄送委託人最後通知之地址。

The Trustee may deliver transaction reports relating to the services for the Trust (including without limitation subscription, redemption, conversion, early redemption by issuers) to the Settlor by email. If the Settlor has not provided its email address to the Trustee, such written reports shall be sent to the Settlor's last notified address.

- (四) 受託人就各項信託業務有關之通知、報告書、對帳單或其他相關書表，均以受託人寄出或發出之日起，經五日視為送達，並自送達之日起十四日內，委託人無異議者，視為承認所載內容。

Any notices, reports, statements or other documents related to the Trust will be deemed duly delivered five days after the date on which they are posted or sent by the Trustee. The Settlor shall be deemed to have acknowledged the content of said documents if he/she/it does not raise an objection within 14 days of delivery.

- (五) 委託人同意受託人得因系統、報表或對帳單整併或其他事由，於受託人網站公告 60 日後，將報表或對帳單及委託人與受託人總行或營業單位往來之對帳單進行整併，並以委託人與受託人總行或營業單位任一業務往來所約定之方式送交予委託人。

The Settlor agrees that, due to the consolidation of systems, reports, account statements or other reasons, the Trustee may combine reports or account statements with statements of the business dealings and transactions between the Settlor and the Trustee's head office or business units, and deliver by one of the delivery methods agreed upon by the Settlor and the Trustee, the Trustee's head office or business units after 60 days of the announcement on the Trustee's website.

#### 十九、契約之變更及終止 Variation and Termination of This Trust Agreement

- (一) 本信託契約條款除因法令變更或依法院或主管機關之命令變更外，其變更受託人均應公告於受託人網站或對帳單或當事人其他約定之方式為之。受託人將本信託契約條款之變更通知，以郵寄、電子郵件或其他約定方式寄送委託人或於受託人網站公告後，如委託人於七日內未表示異議者，視為同意變更。
- Any variation of these Trust Agreement Terms shall be posted by the Trustee on its website, in the account statements or in such manner as otherwise agreed by the parties, except for variations made in response to a change of law or pursuant to an order of a court or competent authority. If the Settlor does not raise any objection within seven days after the Trustee delivers the notice of variation of these Trust Agreement Terms to the Settlor by mail, email or as otherwise agreed, or post the same on the its website, the Settlor shall be deemed to have agreed to the variation.

- (二) 除當事人另有約定外，本信託契約條款因下列事由之一終止：

Unless otherwise agreed by the parties, these Trust Agreement Terms may be terminated under any of the following circumstances:

1. 信託目的無法達成。  
The purpose of the Trust cannot be achieved.
2. 法院或主管機關命令終止。  
A court or competent authority orders that they be terminated.
3. 任何一方當事人喪失行為能力、解散、進行重整、破產或停止營業時，他方得以書面或其他經雙方約定之方式通知終止。  
A party becomes incapacitated, is dissolved, restructured or bankrupt or ceases to operate, in which case the other party may terminate these Trust Agreement Terms by a written notice or in such manner as otherwise agreed by the parties.
4. 本信託契約條款存續期間，委託人得於合理期限前依受託人規定之方式通知終止之。  
The Settlor may terminate these Trust Agreement Terms by giving prior notice in the manner prescribed by the Trustee within a reasonable period during the term of these Terms and Conditions.

## 二十、信託關係消滅時信託財產之歸屬 Ownership of the Trust Property upon Extinction of the Trust Relationship

本信託關係消滅時，受託人應將信託財產返還予委託人。

Upon extinction of the trust relationship, the Trustee shall return the trust property to the Settlor.

## 二十一、準據法及管轄法院 Governing Law and Jurisdiction

- (一) 本信託契約條款及依本信託契約條款相關交易文件所為之信託交易適用中華民國法令。如因本信託契約條款涉訟時，雙方同意以台灣台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的適用。

These Trust Agreement Terms and the transactions related to the Trust conducted pursuant to the relevant transactions documents hereunder this Trust Agreement shall be governed by the laws of the ROC. The parties agree that the Taiwan Taipei District Court shall have first instance jurisdiction over any litigation arising from these Trust Agreement Terms, provided that the provisions on court jurisdiction over small-claim proceedings under Article 47 of the Consumer Protection Act or Article 436-9 of the Code of Civil Procedure shall not be excluded.

- (二) 本信託契約條款未約定事項，悉依信託法、信託業法及其他相關法令、國內外發行機構規定辦理。

Any matters not provided for under these Trust Agreement Terms shall be governed by the Trust Law (信託法), the Trust Enterprise Act (信託業法), other applicable laws and the requirements of domestic/foreign issuers.

## 二十二、特定金錢信託投資國外有價證券特約事項

### Special Provisions on Non-discretionary Money Trust Investment in Foreign Securities

- (一) 委託人同意受託人得自指定存款帳戶中將應交付信託資金加計信託手續費之總金額，自委託申購起至受託人執行交易並從存款帳戶扣除款項之期間圈存保留，委託人於前述期間將無法動支為交付信託資金而圈存保留之款項。

The Settlor agrees that the Trustee may place a hold on an amount equal to the aggregate amount of the trust funds to be delivered plus all service fees in the designated deposit account from the date of subscription instruction given by the Settlor to the date on which the Trustee executes the transaction and deducts the above amount from said deposit account; the Settlor will not be able to withdraw the amount placed on hold for the delivery of trust funds during the above period.

- (二) 委託人委託申購或贖回國外有價證券時，受託人不擔保委託人投資之國外有價證券一定成交，若全部或部分無法順利成交，即視為委託人撤銷未成交之委託，受託人並將未成交部分之款項予以解圍。

If the Settlor instructs the Trustee to subscribe for or redeem foreign securities, the Trustee does not guarantee that the subscription or redemption will be successful. If the instruction cannot be executed in part or in whole, the Settlor shall be deemed to have revoked the unexecuted instruction and the Trustee shall release the hold on the amount corresponding to the unexecuted transaction.

- (三) 若本條第一項之圈存金額不足支應委託人委託申購之最終成交金額加計信託手續費之總金額，委託人授權受託人得自其指定扣款帳戶扣款以支付不足之金額，若指定扣款帳戶金額不足扣抵且無法於受託人通知期限內補足金額，委託人授權受託人得逕行以市價賣出所持有之國外有價證券，並將賣出之金額支付因此所產生之一切相關費用後，將剩餘金額返還至委託人指定扣款帳戶。

If the amount held under Section 21(i) is less than the aggregate of the final transaction amount plus all service fees, the Settlor authorizes the Trustee to deduct the shortfall from the debiting account designated by the Settlor. If there are insufficient funds in the designated debiting account, and the Settlor fails to deposit sufficient funds within the time period notified by the Trustee, the Settlor hereby authorizes the Trustee to directly sell the foreign securities held at market price. After deducting all related fees from the transaction amount, the Trustee shall refund the remaining amount to the debiting account designated by the Settlor.

## 二十三、其他約定事項 Other Provisions

- (一) 委託人如授權就開立於受託人之總行或營業單位之存款帳戶內，約定透過自動化服務（網銀、網銀 App、全球企業網路銀行等）申請交易（申購、買回、轉換、資料異動）時，得依選取之帳戶將應繳付之資金及各種手續費用即時自動扣繳，並限轉入受託人「信託財產專戶」，委託人不另開具取款憑條，前述款項扣繳後，委託人願意儘速將存摺交由受託人補登，在未辦妥補登前，對於前項所扣繳之一切扣減帳項，委託人完全承認，絕無異議。

If the Settlor has authorized that transaction applications (subscription, redemption, conversion, change of information) under his/her/its deposit account with the Trustee's head office or business units may be made through automated services (such as Online banking, the Mobile banking App, and Global MyB2B), the payable funds and various service fees can be automatically debited from the designated accounts forthwith, provided that such amount may only be transferred to the Trustee's "Trust Property Account." The Settlor shall not issue a separate withdrawal slip for such transactions. The Settlor agrees to provide its passbook to the Trustee to record the transaction as soon as practicable each time said debit is made. Prior to updating the passbook, the Settlor shall acknowledge and shall not object to any withdrawals above.

- (二) 透過自動化服務之申購交易金額限制以受託人金融卡、網銀、網銀 App 服務約定條款相關規定為準；委託人經確認並發出交易訊息送達受託人後即不得撤銷或更改，並同意經由自動化服務進行之申購交易，於嗣後買回或有收益分配款項撥付時，限由受託人撥入於原申購時所指定扣帳之本人帳戶內。

The limits on subscription transactions conducted through automated services shall be those which are stipulated in the Trustee's terms and conditions for ATM card, Online banking and the Mobile banking App services. The Settlor shall not revoke or amend his/her/its instruction message after it has been confirmed and delivered to the Trustee. The Settlor further agrees that for subscription transactions conducted through automated services, any subsequent redemption amounts or investment proceeds

may only be remitted by the Trustee to the Settlor's own account originally designated for debiting the subscription amounts.

- (三) 依部分投資標的產品說明書、公開說明書或其他文件規定，委託人不得具有美國公民或居民之身分，或其他身分限制；委託人已瞭解前開投資限制，就其投資標的已符合各該公開說明書或法令有關委託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之損害。

Pursuant to the explanatory documents, prospectus or other documents of certain investment targets, the Settlor must not be a U.S. citizen or resident, or have any other status that would subject him/her/it to restrictions. The Settlor understands the above investment restrictions, and declares that he/she/it satisfies all requirements, or is in compliance with all restrictions, relating to his/her/its status as provided in the prospectus of the investment targets or applicable laws. If any of the foregoing is untrue, the Settlor shall be solely liable and shall indemnify the Trustee against any damage suffered thereby as a result.

- (四) 其他相關申請書表、聲明書、說明書、風險預告書及受託人網站上之公告，皆視為本信託契約條款之一部分。

Other related application forms, declaration statements, prospectus, risk disclosure statements and announcements on the Trustee's website shall be deemed an integral part of these Trust Agreement Terms.

- (五) 受託人得對於本信託業務訂定或修正其相關最低金額標準或作業規則，通知委託人或公告於受託人營業處所或網站等，委託人並同意遵守之。

The Trustee may set or amend the minimum thresholds or operating rules with respect to the transactions under the Trust by notice to the Settlor or by posting an announcement on the Trustee's business premises or website; the Settlor agrees to comply with such thresholds and rules.

- (六) 本信託申請之權利義務及投資風險，委託人已詳閱受託人交付之投資人須知、公開說明書或商品說明書，或同意自行至發行機構（總代理人）、基金公司指定之網站、公開資訊觀測站或境外基金資訊觀測站自行擷取前述相關資訊，充分瞭解並同意遵照本信託契約條款履行，倘投資未經主管機關相關審查程序之投資標的，其商品說明文件可能以中文或英文提供。

With respect to the rights, obligations and investment risks associated with the Trust, the Settlor has carefully read the investor brochures, prospectus or product explanatory documents provided by the Trustee, or agrees to obtain the above information from the websites designated by the issuers (master agents) or fund companies, the Market Observation Post System (MOPS) or Fund Clear's website (offshore funds section). The Settlor fully understands the rights, obligations and investment risks associated with the Trust and agrees to abide by these Trust Agreement Terms. If the Settlor invests in an investment target which has not been approved by the competent authority, the product prospectus may be provided in Chinese or in English.

- (七) 委託人如對本信託契約條款所提供之產品或服務內容有任何疑問或建議，可透過下列方式向受託人反應：

If the Settlor has any question or suggestion regarding the products or services provided under these Trust Agreement Terms, the Settlor may contact the Trustee through the following channels:

1. 受託人客戶服務專線：(02)2383-1000。  
Customer service hotline: (02)2383-1000
2. 營業時間內親洽 受託人各營業單位。

The Trustee's business units during business hours.

- (八) 委託人同意受託人及受託人委任代為處理事務之人皆得就與本信託契約條款各項業務往來有關事項之雙方口頭及電話談話予以錄音，並得自行決定保存電話錄音之期間。在任何爭訟程序中，並得以該錄音作為證據以資對抗委託人或任何利害關係人。

The Settlor agrees that the Trustee and its agents may record their oral and telephone conversations with the Settlor in connection with the business dealings and transactions under these Trust Agreement Terms, and may determine at their own discretion how long such recordings shall be retained. The recordings may be submitted as evidence in any proceedings or litigation against the Settlor or any interested party.

- (九) 本信託契約條款之受益權如受法院強制執行或發生主管機關限制權利行使之情事時，受託人得不另通知即逕行辦理信託受益權之扣押、買回、出售、處分或終止本信託契約條款，並依法院或主管機關之命令或處分內容辦理。

If the beneficiary rights under these Trust Agreement Terms are subject to enforcement by a court or subject to restrictions on their exercise imposed by a competent authority, the Trustee may directly seize, redeem, sell or dispose of said beneficiary rights or terminate these Trust Agreement Terms without further notice, and may act in accordance with the orders of or measures put in place by the court or competent authority.

- (十) 外國稅收遵從法 (FATCA) 遵循聲明 Statement of Compliance with FATCA

1. 委託人瞭解對美國稅務身分之不實聲明將會違反美國法令而被科以罰責，委託人並同意將據實申報其於美國稅法下之納稅身分。美國稅務身分之定義悉依美國相關稅法之規定為準（包括但不限於美國公司、法人、公民、居民、綠卡持有人及有實質居留之人等）。The Settlor understands that any false statement about his/her/its U.S. tax status will be subject to penalties of perjury under U.S. laws. The Settlor agrees to truthfully declare his/her/its tax status under U.S. tax law. The definition of "U.S. tax status" shall be that which is provided under U.S. tax law (including without limitation U.S. companies, legal entities, citizens, residents, green card holders and bona fide residents).

2. 除非委託人於簽署本信託契約條款時主動告知，委託人茲聲明其並非具有美國聯邦所得稅規範適用對象之美國稅務身分。

Unless the Settlor voluntarily declares otherwise when entering into these Terms and Conditions, the Settlor hereby declares that he/she/it "does not" have a U.S. tax status that is subject to U.S. federal income tax regulations.

3. 委託人同意將來倘若成為美國公司、法人、公民、居民、或有美國永久居留權或具其他美國稅務身分時，將主動於三十日內通知受託人。

The Settlor agrees to voluntarily notify the Trustee within 30 days if he/she/it becomes a U.S. company, legal entity, citizen, resident, or obtains U.S. permanent residency or any other U.S. tax status.

4. 委託人主動告知或經受託人合理懷疑具美國人或其他美國稅務身分而詢問委託人時，委託人有據實告知之義務，委託人並同意依實際狀況簽具美國 IRS 之「W-9」、「W-8BEN」或「W-8BEN-E」...等相關表格，並應同時依美國相關稅法規定出具及提供所需文件予受託人；如委託人未履行上開義務者，委託人同意賠償受託人因未遵守美國相關稅賦法令之規定而可能遭受/支付之任何支出、損失、罰款或其他類似款項。

The Settlor shall be obligated to provide truthful information in his/her/its voluntary notifications, or when the Trustee has reasonable doubts and thus inquires about his/her/its U.S. citizenship or other U.S. tax status. The Settlor also agrees to truthfully complete and sign all relevant U.S. IRS forms such as Form W-9, Form W-8BEN or Form W-8BEN-E, and issue and provide to the Bank all necessary documents as required by applicable U.S. tax law. If the Settlor fails to perform said obligations, the Settlor agrees to indemnify the Trustee against any expense, loss, penalty or other similar payments that may be incurred/paid due to its failure to comply with applicable U.S. tax law.

5. 受託人將依適用之所有 FATCA 及跨政府協議規定，為本信託執行其 FATCA 義務。委託人並承諾除辦理豁免業務外，同意遵循所有適用之 FATCA 及跨政府協議規定；且同意配合受託人依 FATCA 及跨政府協議規定所執行之各項 FATCA 義務。

The Trustee will perform its FATCA-related obligations with respect to the Trust in accordance with all applicable requirements under the FATCA and intergovernmental agreements. The Settlor undertakes that, except for the services exempted from these regulations, it shall comply with all applicable requirements under the FATCA and intergovernmental agreements, and agrees to cooperate with the Trustee in the latter's performance of its FATCA-related obligations in accordance with all applicable requirements under the FATCA and intergovernmental agreements.

- (十一) 委託人申請富蘭克林坦伯頓美國註冊基金後，若日後之交易經境外基金機構認定涉及短線交易時，同意受託人提供委託人身分證字號等相關資料予該境外基金機構及其總代理人，以符合境外基金註冊地之要求。

If the Settlor subscribes for a Franklin Templeton fund registered in the U.S., and a transaction is subsequently deemed by

the offshore fund company to involve short-term trading, the Settlor agrees that the Trustee may provide information about the Settlor, such as identity card number and other relevant information, to the offshore fund company and its master agent in order to satisfy the requirements at the place of registration of the offshore fund.

(十二) 受託人得於必要時，將部分事務委由第三人代為處理(包括但不限於報表、對帳單及交易報告書之印製及寄送等事務)。

The Trustee may appoint a third party to carry out certain business activities (including without limitation the printing and delivery of reports, account statements, and transaction reports) on behalf of the Trustee where necessary.

## 國泰世華銀行各項存匯作業服務手續費收取標準

附錄

| 作業服務項目               | 手續費收取標準   | 作業服務項目  | 手續費收取標準  |
|----------------------|---|---|--|
| 開立存款證明／資信證明          | 半年內：<br>首份收取手續費 US\$2，<br>每多一份加收 US\$1                                  | 調閱監視錄影帶<br>【限二個月內】  | 每小時 US\$10<br>※若須拷貝，每次加收<br>US\$17。  |
|                      | 逾半年：<br>首份收取手續費 US\$4，<br>每多一份加收 US\$1                                  | 調閱錄音檔<br>【期限依外部主管機關規定辦理】  |  |
| 影印憑證                 | 半年內：每張 US\$4<br>逾半年：每張 US\$8<br>※已入倉庫(儲)之資料每次<br>調閱需加收 US\$17           | 補印對帳單   | 半年內：每帳號 US\$4<br>逾半年：每帳號 US\$8   |
| 印鑑掛失／變更              | 每帳號/每歸戶印鑑樣式<br>US\$4  | 存摺／存單掛失補發   | 每帳號 US\$4  |
| 活期性存款銷戶<br>【開戶未滿三個月】 | 每帳號 US\$4   | 郵寄申請書辦理銷戶   | 每帳號 US\$4  |
| 存單設質於本行以外第三人         | 每次 US\$4  |   |  |
| Global MyB2B 作業服務項目  | 手續費收取標準   | Global MyB2B 作業服務項目   | 手續費收取標準  |
| 申請智慧印鑑               | 1. 法人戶：US\$66<br>(含第1年憑證費用 US\$33)<br>2. 個人戶：US\$33<br>(含第1年憑證費用 US\$6) | 憑證展期  | 1. 法人戶：US\$33<br>2. 個人戶：US\$6  |
| 匯款作業服務項目             | 手續費收取標準   | 郵電費收取標準   | 備註/利息收取標準  |
| 匯出<br>匯款             | 電匯  | 1. 臨櫃：每筆 US\$10<br>2. 網路銀行：免收                                   | (1)全額匯達受款行，另加收<br>一筆郵電費 US\$20；全額匯<br>達受款人，另加收國外銀行費<br>用。<br>(2) 匯款業務產生之國外銀<br>行費用，按國外銀行實際收取<br>之費用計收。 |
|                      | 票匯  | US\$10  |  |
|                      | 改匯  | 免收  |  |
|                      | 退匯/掛失   | US\$10  |  |
| 匯入匯款                 | US\$10<br>手續費自匯入款項中扣除   | 免收  |  |
| 自行 OBU/DBU 間匯款       | 免收  | 免收  |  |
| 買入光票                 | 每張買入金額 0.1%計收，最<br>低 US\$30，於承作時先行收<br>取                                | (1) 美國地區付款之<br>美金票據 US\$5<br>(2) 美國地區以外之<br>美金及其他幣別票據<br>US\$10 | (1) 美金、港幣支票<br>按外幣貸款利率計收 12 天<br>(2) 歐洲各幣別支票<br>按外幣貸款利率計收 20 天<br>(3) 加幣支票<br>按外幣貸款利率計收 25 天           |
| 光票託收                 | 每張支票面額 0.1%計收，最<br>低 US\$20，於承作時先行收<br>取                                | (1) 美國地區付款之<br>美金票據 US\$5<br>(2) 美國地區以外之<br>美金及其他幣別票據<br>US\$10 |  |

## Cathay United Bank Fee Schedule for Deposit/Remittance Services

Appendix

| Service   |                                 | Rare  | Service   | Rare   |
|---|---------------------------------|---|---|--|
| Issuance of certificate of deposit/<br>bank reference                                 |                                 | <u>Within 6 months:</u><br>US\$2 for the first copy, US\$1 for every extra copy<br><u>Beyond 6 months:</u><br>US\$4 for the first copy, US\$1 for every extra copy                                  | Access CCTV recordings<br>[limited to recordings within the last 2 months]<br><br>Access audio recordings<br>[subject to the limit on time period set by the competent authority] | US\$10 per hour<br>※ An additional US\$17 will be charged for making a copy.   |
| Printing certificate  |                                 | <u>Within 6 months:</u><br>US\$4 per certificate<br><u>Beyond 6 months:</u><br>US\$8 per certificate<br>※ An additional US\$17 will be charged for materials that have been warehoused or archived. | Reissue statement   | <u>Within 6 months:</u><br>US\$4 per account<br><u>Beyond 6 months:</u><br>US\$8 per account   |
| Signature stamp loss report / change  |                                 | US\$4 per account/ per main seal  | Passbook / certificate of deposit loss report and reissuance  | US\$4 per account  |
| Closing current deposit account<br>[which has been opened for less than three months] |                                 | US\$4 per account   | Closing account by mail-in application  | US\$4 per account  |
| Pledge certificate of deposit to a third party other than the Bank                    |                                 | US\$4 each time   |   |  |
| Global MyB2B Service  |                                 | Rate  | Global MyB2B Service  | Rate   |
| Digital Certificate application   |                                 | 1. Corporate account: US\$66 (including the US\$33 certificate fee for the first year)<br>2. Personal account: US\$33 (including the US\$6 certificate fee for the first year)                      | Certificate renewal   | 1. Corporate account: US\$33<br>2. Personal account: US\$6   |
| Remittance Service  |                                 | Rate  | Cable Charge Rate   | Notes/ Interest  |
| Outward remittance  | Telegraph remittance            | 1. Over-the-counter ("OTC"):<br>US\$10 per transaction<br>2. Online banking: Free of charge   | 1. OTC: US\$15 per transaction<br>2. Online banking: US\$10 per transaction   | (1) To remit the full amount to the receiving bank, an additional cable fee of NT\$500 will be charged; to remit the full amount to the payee, an overseas banking fee will be charged.<br>(2) The overseas banking fee incurred from the remittance shall be charged based on the actual rate charged by the overseas bank. |
|   | Demand draft                    | US\$10  | US\$15  |  |
|   | Change of outward remittance    | Free of charge  | US\$15<br>To be charged based on the actual number of messages sent   |  |
|   | Return remittance / loss report | US\$10  | US\$15<br>To be charged based on the actual number of messages sent   |  |
| Inward remittance   |                                 | US\$10<br>Service fee to be deducted from the remittance amount.  | Free of charge  |  |
| DBU/OBU remittance within the Bank  |                                 | Free of charge  | Free of charge  |  |
| Clean bill purchase   |                                 | 0.1% of the Purchase amount, subject to a minimum amount of US\$30, to be charged in advance upon accepting the request.  | (1) USD bill to be paid in the U.S.: US\$5<br>(2) Bill in USD or another currency to be paid outside the U.S.: US\$10   | (1) USD or HKD Cheque:<br>Interest at the foreign currency loan interest rate for 12 days.<br>(2) Cheque in European currencies<br>Interest at the foreign currency loan interest rate for 20 days.<br>(3) CAD Cheque<br>Interest at the foreign currency loan interest rate for 25 days.                                    |
| Clean bill collection   |                                 | 0.1% of the face value of each bill, subject to a minimum amount of US\$20, to be charged in advance upon accepting the request.  | (1) USD bill to be paid in the U.S.: US\$5<br>(2) Bill in USD or another currency to be paid outside the U.S.: US\$10   |  |