

# 國際金融業務分行存款 帳戶開戶往來約定書

## Offshore Banking Unit Agreement for Deposit Account

存戶全名 NAME OF A/C

---

顧客號碼 CUSTOMER NUMBER

---

## 國際金融業務分行存款帳戶開戶往來約定書

### 目 錄

壹、一般約定條款·····	1
貳、外幣存單存款·····	5
參、外幣綜合存款·····	6
肆、網路銀行服務約定條款·····	7
伍、外幣匯入匯款·····	11
附表一、外幣存款起存(息)額及計息單位一覽表·····	12

**國際金融業務分行存款帳戶開戶往來約定書**

立約人向彰化銀行國際金融業務分行(以下簡稱「貴行」)開立外匯存款帳戶,同意遵守下列各約定條款:

**壹、一般約定條款**

一、開戶時,應依「國際金融業務分行管理辦法」之規定,依下列方式辦理:

- (一)個人戶:須提供至少二種身分證明文件(包括但不限於有效之護照、由政府簽發之附有照片而能確定立約人身分及國籍、原居地或永久居留地之有效證件)辦理,俾貴行取得立約人之姓名、出生日期、國籍、住址、身分證明文件類別及號碼。
- (二)法人戶:須提供下列等文件,俾貴行取得立約人全名、註冊日期及地點、登記或註冊號碼、註冊地之地址及其主要之營業處所地址:
  - 1.註冊地之註冊機關核發之法人註冊證書(Certificate of Incorporation)。
  - 2.公司章程。
  - 3.註冊地之當地註冊代理人六個月內簽發之董事職權證明書(Certificate of Incumbency)(但如向立約人註冊地之註冊機關查詢立約人註冊合法性及查詢結果之六個月內完整報告已載明者,得免提供)。
  - 4.法人註冊地註冊機關六個月內簽發或於有效期內之存續證明(Certificate of Good Standing)(但如向立約人註冊地之註冊機關查詢立約人註冊合法性及查詢結果之六個月內完整報告已載明者或董事職權證明書(Certificate of Incumbency)已載明立約人仍存續中者,得免提供)。
  - 5.董事名冊。
  - 6.股東名冊。

二、外幣活期存款及定期存款(含綜合存款)依貴行外幣牌告利率計息,定期存款單利計息。立約人知悉貴行辦理本存款業務時,不得有下列行為,但可辦理轉帳或匯款至其他銀行。

- (一)收受外幣現金。
- (二)以外匯存款兌換為新臺幣提取。
- (三)辦理外幣與新臺幣間之交易及匯兌業務。

三、起存(息)額及利息計付:

- (一)外幣活期存款及定期存款(含綜合存款)各幣別之起存(息)額及計息單位詳如附表一。立約人外幣存款帳戶餘額未達貴行所定之起息額者,立約人同意貴行免支付利息,且各幣別最小計息單位以各幣別之起息額為準,未達計息單位之外幣活期存款尾數即不予計息。
- (二)外幣活期存款之利息,貴行將依立約人之活期存款餘額,按貴行牌告利率按日計息,該利息於每年六月二十日及十二月二十日各結算乙次;並於次一營業日自動存入立約人之外幣存款帳戶內。
- (三)外幣活期存款按日計息;定期存款足月(以每屆起存日之相當日計一個月,無相當日者,以該月最後一日為準)部分按月計息(本金 $\times$ 利率 $\times$ 月數 $\div$ 十二即得利息額),遇有不足一個月之畸零天數部分,則按日計息(本金 $\times$ 利率 $\times$ 天數 $\div$ 年天數(三百六十天或三百六十五天)即得利息額)。  
(註:英鎊/港幣/新加坡幣/南非幣/泰銖等為三百六十五天,其餘外幣為三百六十天)
- (四)定期存款之利率型態,採「牌告利率固定計息」者,以起存日之定期存款牌告利率為準,如採「牌告利率機動計息」者,依起存日貴行牌告之存款利率記載,如遇貴行調整牌告利率時,自調整之日起改按調整後之牌告利率分段計息。本存款利率型態(即固定利率或機動利率)一經立約人選定,在存款期間立約人不得要求變更。

四、臨櫃取款密碼:

- (一)立約人得選擇是否設定臨櫃取款密碼;如經設定臨櫃取款密碼者,立約人提款辦理轉帳或匯款時,需憑存摺、原留印鑑及取款憑條,自行輸入臨櫃取款密碼。
- (二)倘立約人遺忘「臨櫃取款密碼」或輸入錯誤連續達五次時,立約人須親持身分證明文件、存摺、原留印鑑,至任一營業單位重新申請設定新密碼。

五、除本約定書另有約定外,立約人轉帳、匯款或貸款時憑存摺、原留印鑑、臨櫃取款密碼及取款憑條或使用網路銀行或依立約人委託貴行扣繳應付款項之憑證轉帳或貸款,即對立約人生清償之效力。

除立約人與貴行另有約定外,立約人開立之存款帳戶,其未登摺之交易或未往來期間達貴行規定者,貴行將對該等未登摺之交易明細資料,依支出與存入各別彙總成一筆總金額之方式登載於存摺,本項彙總登摺方式不得取消。立約人如需上述彙總登摺期間之各筆交易明細資料,應持存摺與原留印鑑至任一營業單位申請歷史交易明細表。立約人對於歷史交易明細表若有任何疑義,應於收受歷史交易明細表次日起三個貴行營業日內,要求貴行查明或更正,逾上述期限無異議者,該歷史交易明細表即視為正確無誤。

六、立約人憑存摺支取款項,倘因資訊系統故障或線路中斷,致貴行未能確定存款餘額時,立約人同意以貴行估算之金額(指扣除貴行就網路銀行所規定每日可得交易之最高金額)做為立約人可支用之存款餘額。但如立約人要求於其自認之存款餘額範圍內支取款項,應經貴行同意後始得辦理。如所支取款項超過立約人在貴行帳上之可用餘額而造成貴行墊款時,一經通知,立約人應立即償還

- 墊款並自立約人支用日起至立約人清償之日止，按 貴行公告之基準利率加年息三%之利率計付利息，如 貴行公告基準利率調整時，並自調整日起隨同機動調整。
- 七、立約人存款存摺所載金額與 貴行各有關帳上所載金額不符時，概以 貴行帳目所載金額為準；惟立約人如認為 貴行帳目記載金額有誤時，經 貴行查證確為 貴行記載錯誤者， 貴行應即更正之。立約人使用網路銀行交易後，應從速檢查其交易結果及紀錄。如認為 貴行作業有錯誤時，應於約定期限內通知 貴行查明， 貴行應於約定期限內回覆立約人查明之結果。如立約人未於期限內通知 貴行查明，推定立約人已檢查無誤。
- 八、凡需憑立約人密（暗）碼使用之各項服務（含網路銀行密碼），使用時如密（暗）碼輸入正確，不論是否獲得立約人授權，立約人均完全承認，並願負完全責任；但密（暗）碼洩漏係可歸責於 貴行者，不在此限。
- 九、立約人之存摺、印鑑、存單或 貴行提供之密碼、憑證及其他足以識別身分之工具，應自行妥慎保管及保密，並同意所有憑上揭印鑑、密碼、憑證或工具進行之申請、指示或同意，均視同立約人所為。立約人如因印鑑被盜、遺失或滅失而喪失占有，或擬變更其留存印鑑式樣，或存摺、存單、密碼、憑證及其他足以識別身分之工具有被盜、遺失或滅失而喪失占有等情事發生時，立約人當即依照 貴行規定辦理掛失止付、更換或補發之相關手續，且於立約人完成前述相關手續後即生效力，惟立約人未辦妥相關手續前，如因使用該存摺、存單、印鑑、密碼、憑證及其他足以識別身分之工具所生之損害， 貴行不負賠償責任。
- 十、貴行之各項存款非經 貴行事先同意，不得對外變更戶名、轉讓、抵押或設質。
- 十一、如立約人因向 貴行申請數項自動扣款或委託 貴行代為付款服務，致須於同一天自同一帳戶執行數筆扣款交易時， 貴行有權自行決定各筆扣款之先後順序。
- 十二、立約人因故終止委託 貴行代為付款或代繳費用，應以書面通知 貴行原開戶行，並自 貴行通報相關機構辦妥更正檔案資料之日起生效，在未辦妥終止委託代付或代繳前，倘立約人自行結清或轉籍存款帳戶，即視同自動終止代付或代繳之約定，其因此所生之損失及責任，概由立約人自行負擔。
- 十三、立約人委託 貴行代為付款或代繳費用，倘若有存款不足或超過 貴行允許墊借之額度、帳戶結清、帳戶轉籍、拒絕往來、存款遭法院扣押、警示帳戶等情事，致使 貴行無法代付或代繳時， 貴行得停止或終止委託轉帳代付或代繳約定，立約人對因 貴行將繳費資料退回相關機構，所生罰款、停用等事宜，自負其責。
- 十四、貴行就各項業務服務所提供之資料，將盡可能隨時更新，惟立約人同意並瞭解所有透過相關查詢系統取得之資料，可能並非最新資料，僅供立約人參考之用。
- 十五、貴行各項業務服務系統如因第三人之行為、不可抗力之事由或其他不可歸責於 貴行之事由（包括但不限於停電、斷電、電腦系統故障、系統或線路障礙或中斷或傳輸訊號品質不良等）或其他原因致 貴行未能提供服務、立約人無法操作或造成交易無法完成、錯誤或遲延時， 貴行得暫停服務。
- 十六、立約人各項業務往來帳務資料，若因 貴行電腦系統故障或帳務處理發生錯誤，立約人同意 貴行得逕行沖正之，並以沖正後之帳載數額或電腦主檔之結存餘額資料為準。但立約人如能證明帳載數額或電腦主檔之結存餘額有錯誤時， 貴行應負責更正之。
- 十七、立約人於客戶資料暨印鑑卡或其他留存 貴行之文件所載之內容如有變更，應即以書面加蓋原留印鑑後將變更情事通知 貴行。如未為通知者， 貴行將有關文書依「客戶資料暨印鑑卡」所載或立約人最後通知 貴行之地址發出後，經通常之郵遞期間即推定為到達。如立約人負責人/代表人死亡或因其他事由更換負責人/代表人者，在新任負責人/代表人辦妥留存印鑑變更前， 貴行得暫停憑留存印鑑受理相關往來事項。
- 十八、如因天災、地變、戰亂等不可抗力情事或外匯管制、原幣別喪失流通效力等其他不可歸責於 貴行之因素影響，致無法以約定之外幣給付立約人時，立約人同意 貴行得以其他外幣給付之。
- 十九、除另有約定外，於本約定書中有折算各種外幣數額之必要時，應以須折算之日 貴行外幣牌告匯率折算之。
- 二十、立約人知悉本存款非為存款保險條例所規範存款保險之保險標的，故無存款保險之保障。
- 二十一、本存款利息依國際金融業務條例規定免予扣繳利息所得稅。
- 二十二、立約人充分瞭解本存款項下之活期性存款及(或)定期性存款仍會受匯率波動之影響，導致立約人之交易風險或評價損失。立約人應考量本身財務狀況及承受匯率變動風險之能力並願意自行承受因進行交易所可能衍生之匯率變動風險及損失。
- 二十三、立約人自使用各項服務之日起，願依 貴行「國際金融業務分行辦理各項業務收費標準一覽表」所訂之收費標準或立約人與 貴行另行約定之收費標準，繳納服務費、手續費及郵電費等一切費用，並授權 貴行自立約人之存款帳戶內自動扣繳。前項收費標準、轉出金額、起存金額、計息單位、服務時間、起息點金額、帳戶管理費計收條件及其他各項相關規定等，除法令或主管機關另有規定外，於訂約後如有調整， 貴行應於調整日三十日前(有關起息點金額、各項收費標準及帳戶管理費計收條件之調整，則應於調整日六十日前)於 貴行之網站上及營業場所之大廳以顯著方式公告其內容，同時告知立約人得於該期間內終止相關服務，逾期未終止者，推定承認該調整。立約人應繳納之稅捐，應依立約人應繳納之稅捐法令規定辦理，並授權 貴行自立約人存款帳戶內自動扣繳。
- 二十四、貴行修改或增訂相關業務約定條款時，經公告或通知，立約人仍使用該項服務者，視為承認該增修條款，不再另立契約。立約人對於增修事項有不同意見者，應以書面向 貴行終止使用各該服務項目，但於終止前立約人所為交易之帳款及其他衍生債務，立約人仍負清償責任。

二十五、立約人同意辦理外幣存款之印鑑變更/掛失、存摺/存單掛失補發、定存單質權設定、存款證明及查詢歷史交易明細所產生之相關費用比照 貴行「國際金融業務分行辦理各項業務收費標準一覽表」之收費規定。

二十六、本存款之結清銷戶，應由立約人親自辦理。立約人存款帳戶結清時，貴行憑立約人原留印鑑及存摺（無摺戶憑原留印鑑）辦理結清銷戶手續即對立約人發生終止本約定書之效力。

二十七、有下列情事之一者，立約人同意 貴行有權暫停或終止存款帳戶之使用：

（一）疑似使用匿名、假名、人頭、虛設行號或虛設法人團體開設帳戶。

（二）立約人拒絕提供審核客戶身分措施相關文件，但經可靠、獨立之來源確實查證身分屬實者不在此限。

（三）對於由代理人辦理開戶之情形，且查證代理之事實及身分資料有困難。

（四）立約人持用偽、變造身分證明文件。

（五）立約人出示之證件均為影本。但依規定得以身分證明文件影本或影像檔，輔以其他管控措施辦理之業務，不在此限。

（六）立約人提供文件資料可疑、模糊不清，不願提供其他佐證資料或提供之文件資料無法查證。

（七）立約人不尋常拖延應補充之資料或有其他異常情形，而無法提出合理說明。

（八）貴行對存款帳戶可疑交易進行查證及持續進行監控，如經查證有不法情事者。

（九）立約人不配合定期審視、對交易之性質與目的或資金來源不願配合說明者。

（十）立約人為資恐防制法指定制裁之個人、法人或團體，以及外國政府或國際組織認定或追查之恐怖分子或團體。但依資恐防制法第六條第一項第一款至第三款所為支付不在此限。

（十一）立約人為金融監督管理委員會依國際金融業務條例第5條之2所為處置措施之對象時。

（十二）立約人利用存款帳戶從事虛擬通貨平台/網路借貸平台暨其等相關交易業務。

二十八、立約人同意下列各款事項：

（一）立約人如係境外法人且每年須繳納規費予其註冊國家或地區以延續其存續期限者，應每年於存續期限到期前提供存續證明（如：Certificate of Good Standing）或董事職權證明（Certificate of Incumbency）等文件（簽發日期須在6個月內）；立約人如非屬前述情形之境外法人，應每年於設立日期相對日前提供其註冊國家或地區最近一年內核發之納稅憑證相關文件。立約人如未於存續期限到期或未於每年設立日期相對日後兩個月內提供上開文件，貴行得暫時停止交易、或暫時停止或終止業務關係，倘立約人帳戶餘額加計利息為零時，貴行得逕行結清銷戶，並於嗣後通知立約人。

（二）立約人同意倘經 貴行通知立約人須提供各相關文件（包括但不限於開戶文件、身分證明文件）而立約人未依通知提供者，貴行有權立即或隨時限制或終止立約書人於本帳戶項下或與本帳戶有關之個別服務或進行各項交易，立約人不得對因此所生之各項直接或間接損害、損失對 貴行有任何主張、請求或抗辯。

（三）立約人已向自然人股東/自然人董事說明並取得其同意後始提供個人資料予 貴行，且渠等均已瞭解並同意符合個人資料保護法及相關法令規定。

前項所稱自然人股東，係指直接及間接持有立約人股份之自然人；所稱自然人董事，係指直接及間接持有立約人股份者指派之自然人。

二十九、立約人同意合於 貴行、財團法人金融聯合徵信中心及其他經主管機關指定或 貴行因業務需要訂有契約之機構（以下簡稱前揭機構），於其營業登記項目或章程所定業務之需要等特定目的之範圍內，得蒐集、處理、國際傳輸及利用立約人之資料且前揭機構亦得提供其所蒐集之相關資料予 貴行。

三十、立約人知悉並同意 貴行得於必要時依主管機關之規定，將存款相關服務性業務及其資料處理（包括資訊系統之資料登錄、處理及輸出，資訊系統之開發、監控及維護，涉及資料處理之後勤作業，與電子通路客戶服務相關之電話自動語音系統、電話行銷、電子郵件之回覆與處理、電子銀行及電子商務之相關諮詢及協助、電話銀行專員服務，表單、憑證等資料保存，有價證券及表單等），委託適當之第三人處理。

三十一、本約定書以中華民國法律為準據法，除雙方另有約定外，本約定書如有其他未盡事宜，悉依中華民國法令規定辦理。如因本約定書之內容發生爭議訴訟時，立約人及 貴行同意以 貴行原開戶單位所在地之法院為第一審管轄法院。

三十二、如有第三人偽造或變造立約人留存於 貴行之立約或取款印鑑等情事， 貴行若已盡善良管理人之注意義務，仍不能辨識時，一經 貴行憑票、單、摺付款，貴行不負損失賠償之責。倘第三人未經授權，使用立約人留存於 貴行之立約或取款印鑑而偽造票據，除 貴行有故意或過失外，貴行憑留存印鑑付款，不負損失賠償之責。

三十三、立約人就本約定書若有任何疑問，請撥打下列申訴專線或利用 貴行官方網站（[www.bankchb.com](http://www.bankchb.com)）→客服中心→客戶留言。

申訴專線：

（一）各地區市話請撥：412-2222 按9轉接專人（以市話計費）。

（二）手機請撥：(02) 412-2222 按9轉接專人。

（三）免付費服務專線：0800-365-889 按9轉接專人。

三十四、遵循FATCA法案約定條款



- (一) 立約人瞭解並同意，貴行因遵循美國「外國帳戶稅收遵從法」(Foreign Account Tax Compliance Act, 下稱「FATCA法案」)、與美國國稅局所簽署之相關協議(下稱「協議」)及中華民國主管機關所簽署之跨政府協議(Intergovernmental Agreement, 以下稱「IGA」)之相關規定，或受美國國稅局或其他主管機關要求，須提供 貴行客戶中屬於美國公民、綠卡持有人或其他美國稅法定義之稅務居民之相關資訊，包含但不限於姓名、地址、美國稅籍編號、美國實質股東資訊、帳號、帳戶餘額及交易明細等資訊時，立約人有義務依 貴行之請求立即向 貴行提供相關資訊及文件。
- (二) 立約人瞭解並同意就其FATCA法案身分類別應主動據實告知並提供或依 貴行要求提供其FATCA法案身分類別之相關文件、資訊予 貴行。嗣後立約人之FATCA法案身分類別倘有變更，應立即以書面告知並提供變更後之資料及證明文件予 貴行。如立約人未履行據實告知義務或未配合提供代表立約人身分類別之相關文件，貴行得依FATCA法案、協議或IGA之相關規定辦理。
- (三) 立約人配合 貴行依FATCA法案規定申報而被列為FATCA法案「不合作帳戶」時，立約人同意 貴行得依據FATCA法案、協議或IGA規定採取必要之措施。
- (四) 本約定書如有未盡事宜，悉依FATCA法案、協議或IGA相關規定及相關法令辦理。
- 三十五、立約人同意 貴行於洗錢防制、防制犯罪及打擊資助恐怖主義(下稱打擊資恐)相關法令之特定目的範圍內，得蒐集、處理、利用或國際傳輸立約人之個人資料及各項交易之相關資料(包含但不限於立約人或其所辦理交易或款項經國外銀行依所在國洗錢防制、防制犯罪及打擊資恐相關法令進行調查或扣押交易款項/文件之情形)。如立約人提供之資料包括第三人之個人資料(例如：受款人)時，立約人應使該第三人知悉並同意前述事項。立約人倘因涉及前述任一事由、未即時提供前述資料或未取得第三人同意而造成交易延遲、失敗或產生額外費用時，應由立約人自行負責，概與 貴行無涉，如 貴行因此而受有損害，應由立約人填補與賠償之。
- 三十六、防制洗錢及打擊資恐條款：
- (一) 為防制洗錢及打擊資恐之目的，立約人同意 貴行得依「洗錢防制法」、「資恐防制法」、「金融機構防制洗錢辦法」、「存款帳戶及其疑似不法或顯屬異常交易管理辦法」、「金融機構辦理國內匯款及無摺存款作業確認客戶身分原則」、「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」銀行等各業別所屬同業公會防制洗錢及打擊資恐注意事項範本等涉及防制洗錢及打擊資恐之相關法規命令規定、「銀行業辦理外匯業務作業規範」、「銀行業輔導客戶申報外匯收支或交易應注意事項」等有關規定及(或)其嗣後修訂施行之法規命令，確認及持續審查並要求提供(提供時點包括但不限於嗣後加開帳戶、新增業務往來關係時、定期審查時點、身分與背景資訊有重大變動時等)立約人與受款人、受款銀行之身分及資料(包括但不限於最新身分證明文件、公司登記文件等)、保存及向有關機關申報或報送相關交易憑證及資料。
- (二) 立約人如有下列情形之一時，貴行得拒絕與立約人為新增業務往來、暫時停止立約人之交易、暫時停止或終止 貴行與立約人之業務關係、逕行終止存款帳戶、申報可疑交易或採行其他必要措施：
1. 立約人實質受益人、高階管理人員、關聯人(如法定代理人、代理人、被授權人)、交易對象，為資恐防制法指定制裁之個人、法人或團體，以及外國政府或國際組織認定或追查之恐怖分子或團體。
  2. 不配合審視(包括但不限於電話、信函或實地查核作業)、拒絕或拖延提供立約人、其實質受益人(包括但不限於股權結構、高階管理人員與關聯人等資料)或對其有控制權之人等資訊，或對交易之性質與目的或資金來源不願配合說明等情事。」
- 三十七、立約人同意，貴行如因業務關係依美國洗錢防制法(Anti-Money Laundry Act of 2020, AMLA)第6308 條規定，經美國財政部、司法部、法院、其他監理機關或司法機關要求提供立約人及/或關係人(包括但不限於立約人之負責人、實質受益人、高階管理人員、代理人、代表人、被授權人或交易相對人等)之業務往來相關資料，貴行得配合進行蒐集、處理、利用與國際傳輸，毋須另行通知立約人及/或關係人。立約人並同意，貴行依前述約定所採取之行為，對立約人及/或關係人不負任何損害賠償/損失補償責任。
- 三十八、立約人及 貴行同意以電子訊息作為表示方法，其效力與書面文件相同。而電子訊息係指立約人或 貴行經由網路連線傳遞之文字、聲音、圖片、影像或其他資料，以電子或其他以人之知覺無法直接認識之方法，所製成足以表示其用意之紀錄，而供電子處理之用者。立約人並確保所傳送至 貴行之電子訊息均為完整且真實。
- 三十九、遵循「金融機構執行共同申報及盡職審查作業辦法」(下稱「CRS 作業辦法」)約定條款：
- (一) 立約人瞭解並同意，貴行因遵循CRS作業辦法，應蒐集、審查及申報有關帳戶持有人稅務居住者身分之特定資訊。貴行依法須取得帳戶持有人之自我證明文件以辨識帳戶持有人為稅務居住者之國家/地區，貴行並應將客戶所提供之身分證明資料及該帳戶其他資訊，提供予中華民國稅捐稽徵機關，經由政府間協定進行稅務用途金融帳戶資訊交換，提供予他方國家/地區稅捐稽徵機關。
- (二) 立約人瞭解並同意遵守CRS作業辦法相關規定，提供正確並持續有效之身分證明資料及該帳戶其他資訊予 貴行，倘帳戶狀態變動(包括但不限於帳戶持有人之稅務居住者身分變動)致所填資訊不正確或不完整，立約人應於變動後30日內主動通知 貴行，並提供更新之自我證明文件。

- (三)立約人瞭解並同意，如立約人依本約款將立約人以外之第三人個人資料提供予 貴行時，立約人應使該第三人知悉並同意前述事項。立約人倘因涉及前述任一事由、未即時提供前述資料或未取得第三人同意而造成交易延遲、失敗或產生額外費用時，應由立約人自行負責，概與 貴行無涉，如 貴行因此而受有損害，應由立約人填補與賠償之。
- (四)立約人如未履行或違反本約款者，立約人同意 貴行得依據CRS作業辦法及其他相關規定採取必要之措施(包括但不限於終止業務往來)，倘因此造成立約人直接、間接或潛在之損失或額外之稅務負擔或裁罰，立約人自行負責，如 貴行因此受有損害，應由立約人負擔一切賠償責任。
- (五)本約定條款如有未盡事宜，悉依CRS作業辦法及相關法令辦理。
- 四十、貴行對存款帳戶應負善良管理人責任。對疑似不法或顯屬異常交易之存款帳戶，貴行得依「存款帳戶及其疑似不法或顯屬異常交易管理辦法」或其他相關法令規定逕予通報、監控、暫停存入或提領、匯出款項或結清等處理措施。立約人如提供帳戶供非法使用應自負法律責任。除經 貴行事前同意外，立約人不得利用存款帳戶從事虛擬通貨平台/網路借貸平台暨其等相關交易業務，一經 貴行發現，貴行得拒絕與立約人為業務往來、暫時停止立約人之交易、暫時停止或終止 貴行與立約人之業務關係、逕予終止存款帳戶或採行其他必要措施。
- 四十一、立約人如為外國人或大陸、港澳地區人民，其法律行為之成立要件、效力及方式等均適用中華民國之法律。
- 四十二、立約人簽發各項單據，應以黑色或藍色毛筆、鋼筆或原子筆書寫為原則，並應於大寫金額之末尾加填「整」字或「正」字樣，或以數字代替文字記載，經使用機械認證防止塗銷者，視同文字記載。

## 貳、外幣存單存款

- 一、本存款係指立約人與 貴行約定存款期間及金額，將本金存入，由 貴行簽發存單予立約人，並由立約人憑存單及原留印鑑向 貴行領取利息及本金之定期性存款。
- 二、本存單存款項下區分為外幣定期存款及指定到期日外幣定期存款：
- (一)外幣定期存款：分為七天、十四天、二十一天、一個月、三個月、六個月、九個月及一年期等存款期間。由立約人約定存款期間、金額及利率型態，將本金一次存入，足月(以每屆起存日之相當日計一個月，無相當日者，以該月最後一日為準)部分按月計息(本金×利率×月數÷十二即得利息額)，遇有不足一個月之畸零天數部分，則按日計息(本金×利率×天數÷年天數(三百六十天或三百六十五天)即得利息額)，由立約人於到期時持存單及原留印鑑提領本息。
- (二)指定到期日外幣定期存款：由立約人指定到期日、金額及利率型態，將本金一次存入，利息之計算，足月(以每屆起存日之相當日計一個月，無相當日者，以該月最後一日為準)部分按月計息(本金×利率×月數÷十二即得利息額)；遇有不足一個月之畸零天數部分，則按日計息(本金×利率×天數÷年天數(三百六十天或三百六十五天)即得利息額)，由立約人於到期時持存單及原留印鑑提領本息。

## 三、中途解約：

到期前中途解約(含指定到期日)者，則按下列規定計息：

### (一)存期未滿一個月者：

#### 1、有牌告七天、十四天、二十一天存款利率之外幣：

(1)未滿七天者，不予計息。

(2)存滿七天以上，未滿十四天者，按其實存期間照起存日七天期利率八折計息。

(3)存滿十四天以上，未滿二十一天者，按其實存期間照起存日十四天期利率八折計息。

(4)存滿二十一天以上，未滿一個月者，按其實存期間照起存日二十一天期利率八折計息。

#### 2、無牌告七天、十四天、二十一天存款利率之外幣，不予計息。

### (二)存期滿一個月以上者：

1、存滿一個月以上，未滿三個月者，按其實存期間照起存日一個月期利率八折計息。

2、存滿三個月以上，未滿六個月者，按其實存期間照起存日三個月期利率八折計息。

3、存滿六個月以上，未滿九個月者，按其實存期間照起存日六個月期利率八折計息。

4、存滿九個月以上，未滿一年者，按其實存期間照起存日九個月期利率八折計息。

## 四、逾期提取：

立約人於存單到期後逾期提領本息者，除因到期日非 貴行營業日而仍應按存單約定利率另給付非營業日之利息外，其餘逾期部分之利息自到期日起至提領日止，按提領日之外幣活期存款牌告利率折合日息單利計給；但該存款到期日至提取日期間，遇活期存款牌告利率有調整者，應按調整之牌告利率分段計息。

## 五、逾期續存/轉存：

### (一)存款期間為七天、十四天、二十一天者：

如於到期後三日內辦理續存(指與原存單存款條件相同)/轉存(指與原存單存款條件不同)者，得自原到期日起息。

### (二)存款期間為一個月、三個月、六個月、九個月及一年期者：

1、如於到期後一個月內辦理續存/轉存一個月期(含)以上之定期存款者，得自原到期日起息。

2、如於到期後三日內辦理轉存七天、十四天、二十一天之定期存款者，得自原到期日起息。

(三) 辦理續存/轉存之新存款利率，以辦理續存/轉存日(下稱辦理日)之牌告利率為準。

(四) 起逾上述期間始辦理續存/轉存者，應自辦理日起息，自原到期日起至辦理日前一日止之逾期利息，以辦理日之外幣活期存款牌告利率折合日息單利計給；但活期存款牌告利率有調整者，應按調整後之牌告利率分段計息。

六、自動轉期與按月自動轉息：

(一) 自動轉期：

除指定到期日定期存款外，適用於各存款期間之定期存款，得於起存時或原存單到期日以前，依原存款幣別、存款期間、利率型態及金額(選擇本利和轉期者，係利息滾入本金之合計金額)等約定內容辦理自動轉期續存；自動轉期之利率以轉期日之牌告利率為準。

(二) 按月自動轉息：

指一個月期以上存款期間之定期存款，由立約人約定存款期間及金額，將本金一次存入，並按月由貴行將利息自動轉入活期性存款帳戶，惟到期時存戶仍須憑存單及原留印鑑來行辦理提領本金。

七、本存單存款經由貴行發給之存單，立約人不得轉讓，且非經貴行同意不得質押或設定質權。

八、其他未盡事宜，依主管機關所訂定之「定期存款質借及中途解約辦法」及中華民國法令規定辦理。

參、外幣綜合存款

一、立約人申請開立之外幣綜合存款，係將貴行外幣活期存款(以下簡稱「活存」)、外幣定期存款(以下簡稱「定存」)及擔保外幣放款等數種帳戶，綜合納入同一本存摺內，立約人得憑該存摺及存、取款憑條或依其他約定方式，辦理存、取款及貸款。

二、本存款項下之定存期限分為：七天、十四天、二十一天、一個月、三個月、六個月、九個月、一年等期別及指定到期日定期存款。

三、立約人於本存款項下開立之定存(指定到期日定期存款除外)，得於初存時或存款到期以前，依原存款種類、期限、利率型態、金額及約定事項辦理自動轉期續存。本存款項下定存得辦理中途解約或到期解約，惟立約人不得提領現款，須轉帳存入活存後，憑本存款存摺及取款憑條提領。

四、定存中途解約時，其計息方式比照貳、外幣存單存款中途解約之規定辦理。

五、活存轉存定存之方式，立約人得選擇由貴行依據約定內容自動轉存或透過臨櫃、網路銀行逐筆辦理轉存；立約人如欲變更轉存約定事項時，應另行申請。

六、立約人應選擇本存款項下之定存設質與否。如經選擇設質者，則為擔保本存款項下對貴行所負債務，約定在貴行所存本存款項下之定存無論自定貸款額度多寡，全部提供貴行設定質權，並同意以存摺底頁「定期存款及定期儲蓄存款擔保明細」所載存款明細為定存憑據，貴行不另發給存單，嗣後欲變更本項約定事項，應另行申請。

**七、倘立約人選擇定存設質者，於提領本存款項下之活存金額或另約委託貴行扣繳立約人應付款項，致活存餘額不足支付時，請在前條設質之全部定存合計金額(各幣別不得超過該同幣別定存合計金額)以「元」為單位之九成範圍內或依約定之質借額度內(不得超過九成)准予陸續貸款支用，俟嗣後存入活存或定存解約存入活存時自動抵償。前述貸款金額悉依貴行活存帳目所載之墊款金額為準，立約人不另行簽立貸款憑證。**

八、立約人所有本存款項下之定存孳生之利息，依立約人與貴行之約定，授權貴行自動轉入活存或定存，其到期時授權貴行對該存款之本金按原存期限、利率型態及種類自動轉期續存；如原選擇定存設質者，並仍繼續提供貴行設定質權作為貸款擔保。惟存入「指定到期日定期存款」只能授權於到期時自動解約轉入活存。

九、本存款之貸款金額，以立約人提供設質之同幣別全部定存合計金額以「元」為單位之九成或依約定之各幣別質借額度為最高限額。本存款之各幣別貸款本息如超過同幣別質借額度最高限額時，立約人就超過之部分經貴行通知後應即將款項以轉帳方式存入活存沖還；如經貴行通知後二個月仍未清償者，貴行得逕將該幣別之定存解約轉入活存，以清償貸款本息。

十、本存款項下之活存、定存及貸款之利息，悉按貴行各該牌告利率計息。**除非立約人約定採用固定利率計息者外，所有存款及貸款利率如遇利率調整時，自調整日起一律比照調整，立約人絕無異議。**

十一、本存款項下之定存自動轉期續存之利率，以轉期當日貴行牌告同幣別、同期限利率、同利率型態訂定；惟立約人亦得於屆期日營業時間結束前與貴行重新議訂續存利率，若屆期日適逢休假日時，則應於假日後第一個營業日重新議定續存利率。如立約人未依前述規定與貴行重新議訂續存利率，或議定不成時則依轉期當日貴行牌告同幣別、同期限利率、同利率型態自動轉期續存。

十二、本存款中各項存款與貸款經按貴行有關規定計息後，其應收應付之利息，則授權貴行以自動轉帳方式直接存入定存或活存，或自存款中沖還，或逕予滾入貸款額。

**十三、本存款質借年利率依立約人各筆定存之存款利率加碼年息一．五％，按日計息，嗣後如立約人各筆定存之存款利率調整時，立約人同意自調整日起改按立約人各筆定存之存款利率及原訂加碼利率機動調整。立約人質借時，以立約人存入之定存其利率最低之同幣別者優先質借，依序由低利率往高利率質借；償還時，則以質借年利率最高者優先償還，依序由高利率往低利率遞減償還。**

十四、本存款之貸款期限，不得超過該供質定存之到期日，惟該定存到期未解約而自動轉期者，貸款期限得比照延長。

**十五、立約人終止本存款約定時，應將貸款本息全部清償。**



十六、立約人不得將本存款之債權讓與或設定質權予 貴行以外之第三人。

十七、立約人如有下列情形之一者，當喪失貸款期限之利益， 貴行得終止本定存約定。本貸款視為到期，立約人同意立即清償或聽由 貴行依法行使質權，立約人絕無異議：

- (一) 無須經 貴行事先通知或催告之情事：依破產法聲請或被聲請和解、破產，重整、停止營業、清理債務，或經票據交換所公告拒絕往來者。
- (二) 須經 貴行事先定合理期間通知或催告之情事：受強制執行、假扣押、假處分、其他保全處分，或本存款之貸款金額及應付之利息合計超過立約人供質之全部定存合計金額時。

十八、抵銷

- (一) 立約人對 貴行所負之任何一宗債務到期(含視為到期)時，立約人同意就寄存於 貴行之各種存款、本帳戶內資金餘額及對 貴行之一切債權，貴行有權逕行抵銷立約人對 貴行所負之一切債務，縱該等存款及債權之清償期尚未屆至者，貴行仍得期前清償之，並將期前清償之款項逕行抵銷立約人對 貴行所負之一切債務。
- (二) 立約人之其他債權人對立約人於 貴行之各種存款或本帳戶內資金餘額為強制執行，而由相關執行法院就該等存款或本帳戶內資金餘額對 貴行發出執行命令(包括但不限於扣押命令、收取命令、移轉命令或支付轉給命令)時，貴行有權主張就立約人對 貴行所負之債務相當於前述執行命令或其他類似效果之法律行為所實際扣押之存款或資金餘額或其他債權之數額，無須 貴行之通知或催告，得立即視為提前到期並對之行使抵銷權。
- (三) 前二項抵銷之意思表示，於 貴行發出抵銷之通知到達或視為到達立約人後，溯自 貴行登帳扣抵時即發生抵銷之效力；同時 貴行發給立約人之相關憑證在抵銷範圍內失其效力。
- (四) 如立約人有他項財物存於 貴行，在立約人未清償全部債務前，貴行得依法留置或抵銷之。
- (五) 倘抵銷款項不足抵償立約人對 貴行所負之一切債務時，立約人仍應負償還之責。

#### 肆、網路銀行服務約定條款

一、網路銀行訊息傳輸採 SSL、數位簽章加密方式，提供帳務查詢、轉帳、匯款、進口開狀、修狀及還款等服務。首次進入網路銀行需進行使用者代號及密碼變更，密碼長度不得低於六位數；立約人自行設定之密碼，應自行保密，並得隨時變更，其次數不受限制，倘因密碼洩漏致生任何糾葛情事，概由立約人自行負責，與 貴行無涉。密碼單之有效期間自申請日起算至次月之相對日前一日(即一個月內)有效，若立約人未於密碼單之有效期間內變更密碼，該密碼單即失效力，立約人應至 貴行重新辦理密碼變更手續。立約人須留存電子郵件信箱於 貴行，以供 貴行寄送電子訊息之用。

二、名詞定義

- (一)「網路銀行業務」：指立約人端電腦或電子設備經由網路與 貴行電腦連線，無須親赴 貴行櫃台，即可直接取得 貴行所提供之各項金融服務。
- (二)「電子訊息」：指 貴行或立約人經由網路連線傳遞之訊息。
- (三)「數位簽章」：指將電子訊息以數學演算法或其他方式運算為一定長度之數位資料，以簽署人之私密金鑰對其加密，形成電子簽章，並得以公開金鑰加以驗證者。
- (四)「憑證」：指由憑證機構以數位簽章方式簽署之電子訊息，用以確認憑證申請者(即立約人)之身分，並證明其確實擁有一組相對應之公開金鑰及私密金鑰之數位式證明。
- (五)「私密金鑰」：指一組具有配對關係之數位資料中，由簽章製作者保有之數位資料，該數位資料係作電子訊息解密及製作數位簽章之用。
- (六)「公開金鑰」：指一組具有配對關係之數位資料中，用以對電子訊息加密、或驗證簽署者身分及數位簽章真偽之數位資料。
- (七)「服務時間」：
  - 1、業務查詢：原則為每日全天 24 小時，但應依 貴行於網站上公告時間為準。
  - 2、交易申請及轉帳交易：貴行營業日每日上午九時至下午三時三十分。
- (八)「行動裝置」：係指包含但不限於智慧手機、平板電腦等具通訊及連網功能之設備。
- (九)「App」：係指安裝於行動裝置上之應用程式。
- (十)「綁定行動裝置」：係指立約人於行動裝置安裝 貴行指定之 App(如彰銀企業行動網 App)，並按指示輸入相關資訊以完成綁定程序。

三、立約人得利用電腦或 貴行指定之行動裝置 App 辦理各項網路銀行業務。

四、辦理網路銀行各項服務，立約人應憑身分證明文件或主管機關核准設立之相關證明文件、存摺、原留立約印鑑，由立約人或其代表人親至 貴行辦理。若代表人無法親自辦理，得出具經公證、認證之授權書或經 貴行對保確認親簽之董事授權書，由被授權人攜帶立約人之存摺、原留印鑑、授權書(董事授權書)及被授權人之身分證件來行辦理。

五、立約人登入網路銀行密碼連續輸入錯誤達四次以上時， 貴行即自動停止立約人繼續使用網路銀行之相關服務。立約人如擬恢復使用，應至 貴行重新辦理密碼變更手續。

六、進口業務

- (一) 立約人同意由 貴行指定之外匯作業中心或外匯指定單位，辦理開發信用狀、修改信用狀、到單通知及還款等事宜。
- (二) 立約人應遵守國際商會現行適用之信用狀統一慣例與實務、電子信用狀統一慣例(eUCP)及其相關規定。
- (三) 立約人應遵守另簽訂之「保證書」、「授信約定書」、「進口物資融資契約書」、「申請開發信用狀約

定書」、「信用狀修改申請書」等相關契約規定。

(四)立約人同意並瞭解辦理信用狀之開發或修改，如其條款不為 貴行所接受時， 貴行得不經立約人同意退回該申請。

(五)立約人申請進口開狀、修改或還款時，若 貴行發現保證金、相關費用或利息有錯誤時，立約人同意授權 貴行逕行更正。

#### 七、匯出匯款業務

(一)立約人於網路銀行進行匯出匯款之交易時，倘因不符主管機關規定或主管機關因故暫停本項業務而致 貴行無法執行或完成交易時，貴行有權取消該筆匯出匯款；惟 貴行應將該筆匯款金額、手續費及電報費一併存回立約人原轉出帳戶內。

(二)立約人同意 貴行於接獲往來銀行、付款銀行等之退還匯出款項前，無義務退還任何款項，並同意匯出款項之退還得扣除往來銀行、付款銀行等之各項費用後，再存回原轉出帳戶。

(三)立約人申請匯款時，若 貴行發現相關費用有錯誤時，立約人同意授權 貴行逕行更正。

(四)立約人得自訂匯出至約定帳戶及（或）非約定帳戶每日匯款限額。如立約人未自訂匯出匯款限額者，各轉出帳戶之每日匯出匯款上限為帳戶可用餘額。

(五)立約人使用網路銀行辦理整批匯出匯款交易時，其金額上限為帳戶可用餘額，不受前項立約人自訂每日匯出匯款限額之限制。

(六)除法令或主管機關另有規定外，新申請之約定匯入帳戶一律於申請日次日始生效。

(七)立約人透過 貴行網路銀行進行匯出匯款時， 貴行係依立約人之匯出匯款指示辦理，立約人對匯出匯款資料願自行核對確認。倘因帳號錯誤、重複匯款或發生誤匯致生之損失，概由立約人自行承擔， 貴行不須負責。

#### 八、外幣轉帳交易

(一)外幣不同幣別活期存款轉帳：係指立約人透過網路銀行將其 OBU 之外幣活期存款轉存入立約人另一幣別之 OBU 外幣活期存款帳戶。

(二)外幣同幣別活期存款轉帳：係指立約人透過網路銀行將其 OBU 外幣活期存款轉存入其在 貴行 OBU 其他同幣別之外幣活期存款帳戶或第三人在 貴行 OBU 同幣別之外幣活期存款帳戶。

(三)綜合活期存款轉綜合定期存款：係指立約人透過網路銀行將其 OBU 外幣綜合活期存款轉存入立約人 OBU 同幣別同存摺之綜合定期存款。

(四)轉帳限額：立約人得自訂約定轉入帳戶及（或）非約定轉入帳戶之每筆及（或）每日轉帳金額上限。如立約人未自訂轉帳限額者，各轉出帳戶之每筆及每日轉帳金額上限，為帳戶可用餘額。

(五)存款餘額不足自動重行扣款服務：貴行於扣款日首次進行扣款時，如因立約人轉出帳戶發生存款餘額不足致扣款失敗時，貴行將於扣款日每一整點重行扣款，惟最後一次扣款為當日下午 3 時，如仍扣款失敗者，將以電話或電子郵件(須事先申請訊息通知服務)通知立約人。

#### 九、預約交易

(一)立約人同意 貴行得逕由網路銀行服務系統，辦理開發信用狀、修改信用狀、外幣匯款、外幣轉帳、進口還款(限採固定利率及原幣還款者)等預約交易，並於預約交易日期自轉出帳戶自動扣取款項，立約人對 貴行所扣取之款項，絕無異議。

(二)預約交易日期

1、受理預約開發/修改信用狀及外幣匯款之日期：自受理日次一營業日起至受理日後六個月之相對日間之任一日。

2、受理預約外幣轉帳日期：自受理日次一營業日起至受理日後六個月之相對日間之任一日；惟涉及兌換之不同幣別之預約轉帳日期為受理日次一營業日起至受理日後二個營業日間之任一日。

3、受理預約進口還款日期：自受理日次一營業日起至到期日之任一日；無到期日者，則自受理日次一營業日起至受理日後六個月之相對日間之任一日。

4、任一日期如非 貴行營業日，則順延至次一營業日。

(三)立約人如擬取消前款預約交易，應至少於預約交易執行日之前一日經由網路銀行或臨櫃(限外幣匯款及外幣轉帳)辦理，在該取消生效前， 貴行仍應依原約定辦理預約交易。

(四)立約人辦理網路銀行密碼變更、憑證暫禁/註銷或暫停/終止網路銀行服務，除已依前項約定取消預約交易外，其於密碼變更、憑證暫禁/註銷或暫停/終止網路銀行服務前約定之預約交易仍然有效，貴行仍應依原約定執行之。

(五)如遇電腦故障、線路中斷等不可抗力之情事，造成 貴行無法依原約定執行時，立約人同意 貴行得於故障排除後補行交易，無須負任何賠償責任。

#### 十、電子憑證安控服務

(一)憑證載具服務

立約人須依 貴行公告繳納憑證載具相關費用，並妥善保管憑證載具及載具密碼，且在 貴行規定範圍內使用；若憑證載具遺失、遭他人竊取、立約人忘記密碼或輸入密碼錯誤十次以上遭鎖卡，應臨櫃申請重製或解鎖憑證載具；若憑證載具密碼有遭他人知悉時，立約人需立即自行變更密碼。

(二)憑證相關約定

- 1、立約人須依 貴行公告繳納憑證費用，並依 貴行提供之安控軟體、憑證載具及憑證密碼，連結至 貴行網站申請憑證，才能進行各項交易，並同意遵守 貴行委託之認證公司之憑證條款。
  - 2、憑證使用期限分為一年及二年，期滿後若願意繼續使用憑證，立約人須於憑證到期前 30 天內自行連結至網路銀行進行憑證更新手續，憑證費用於更新時，由立約人自行於網路銀行轉出帳戶扣繳。更新後之憑證有效期限為原憑證到期日後一年或二年之相對日(與原憑證有效期限一致)。逾越期限或憑證更新不成功，需臨櫃重新申請。
  - 3、憑證遺失或遭他人竊取，需上網路銀行或臨櫃辦理「憑證暫禁」或「憑證註銷」。
  - 4、憑證已暫禁，若需重新啟用，立約人須臨櫃辦理「憑證解禁」。
  - 5、憑證已註銷，若需重新啟用，立約人須臨櫃重新申請。
- 十一、立約人同意辦理網路銀行各項交易或轉帳金額，除本約定書另有約定外，其逐筆或每日累計折合美金之上限悉依 貴行規定辦理(嗣後如有變更，貴行將於營業場所公開揭示或於 貴行網站公告登載相關規定)。倘因法令規定之限制或超逾 貴行規定之上限，致不能於網路銀行辦理時，應由立約人自行負責。
- 十二、外匯匯率之適用
- (一)立約人同意並瞭解所有透過網路銀行或彰化銀行全球資訊網(網址：<https://www.bankchb.com/>)查詢或由傳真取得之匯率僅供參考，有關匯率之適用，除與 貴行另有議定外，實際價格應以成交時 貴行牌告匯率為準。倘遇外匯市場波動劇烈時，貴行得視實際情形需要，暫停本約定書相關服務。
  - (二)外幣交易金額限制之換算匯率：立約人於營業時間中之交易，按交易當時 貴行公告之各外幣兌換美金即期匯率為準。營業時間後之交易，以前一營業日 貴行最後公告之外幣兌換美金即期匯率為準。
  - (三)倘 貴行外幣兌換匯率因故暫停交易時，貴行得僅受理同幣別之轉帳、匯出匯款服務，其餘業務應臨櫃辦理。
- 十三、取消交易
- (一)立約人取消交易之申請(限進口業務及匯出匯款業務)：
    - 1、交易如業經 貴行處理，立約人得以書面通知 貴行，獲 貴行同意後，始得取消。
    - 2、立約人與 貴行議訂兌換匯率後，未依約完成或取消交易，致 貴行蒙受匯差損失，貴行除得向立約人收取匯差之損失外，並有權暫停立約人使用網路銀行所有涉及兌換匯率之交易權限。
  - (二)立約人申請本約定書相關服務有登錄失敗、遭退回等情形或經 貴行通知者，立約人如需辦理前述未完成之申請，應至 貴行櫃檯辦理。
- 十四、交易憑證
- 立約人於 貴行網路銀行進行交易後，得於次一營業日起七個營業日內至 貴行要求發給交易憑證，供立約人核對，立約人向 貴行查詢特定交易時，應提供交易資料內之序號及交易日期。如立約人發現有事實不符之情事時，應自 貴行掣發交易憑證之日起七個營業日內，檢附相關證明文件向 貴行申請更正，否則視為立約人所為之交易無誤。
- 十五、立約人於網路銀行進行交易申請，如遇 貴行外匯作業中心或外匯指定單位對外停止營業時，立約人同意 貴行得順延至 貴行外匯作業中心或外匯指定單位恢復營業之日辦理。
- 十六、約定轉入帳戶相關規定
- (一)每一轉出帳戶至多可設定二十五戶約定轉入帳戶。
  - (二)除法令或主管機關另有規定外，新申請之約定轉入帳戶，除轉入立約人開立於 貴行之帳戶得於申請日當日生效外，轉入其他帳戶一律於申請日後次日始生效力。
  - (三)申請取消約定轉入帳戶：
    - 1、立約人持身分相關證明文件、存摺及原留印鑑，親至 貴行任一分行辦理。
    - 2、立約人得利用網路銀行或向 貴行客服中心(服務專線 412-2222)申請取消約定轉入帳戶。
    - 3、立約人取消約定轉入帳戶，應於 貴行完成登錄手續後，始生效力，在完成登錄前，所有依原約定所為之交易，立約人皆承認其效力。
- 十七、於 貴行申請「授權中心」之功能後，立約人(或主授權人)得授權他人在約定範圍內使用 貴行服務，並得自行訂定被授權人在各交易子系統使用權限及每筆、每日轉帳限額。如立約人(或主授權人)自行訂定較 貴行所訂轉帳限額較低之轉帳金額限制，被授權人之轉帳金額將受其限制。被授權人因業務需要而欲變更使用權限，得逕洽立約人(或主授權人)，在網路銀行變更設定，不必與 貴行另行約定。倘因立約人(或主授權人)、被授權人之疏失或管理不當等原造成立約人(或主授權人)損失，當自行負責，與 貴行無涉。
- 十八、超逾帳務劃分點(每一營業日下午三時三十分)暨非營業日之轉帳交易均併入次一營業日之帳務處理。立約人應避免於 貴行帳務劃分點將屆時指示 貴行處理，以免延誤時效。
- 十九、轉帳交易是否係逾時交易，以 貴行系統接獲檔案資料之時間為準。
- 二十、共用服務
- 立約人如另申請網路銀行共用服務且為授權戶時，立約人所為之授權不影響立約人繼續使用網路銀行服務，惟立約人及共用服務之被授權戶(即代表戶)就共用服務授權約定帳戶所為各項交易(如：轉帳、匯款等)之限額(如：每筆及每日交易金額)應依本約定書約定合併計算。但如立約人與 貴

行另有約定者，從其約定。

立約人為網路銀行共用服務之授權戶，於授權後暫停使用網路銀行服務時，得至 貴行辦理暫停使用；嗣後，立約人如擬恢復使用網路銀行服務亦得至 貴行辦理恢復使用。

#### 其他約定條款

二十一、訊息通知服務僅供參考，立約人應自行確認各項通知內容之正確性，若因訊息通知內容錯誤，或因任何因素未送達所造成之一切可能損害，貴行概不負責。因申請 貴行訊息通知服務而產生之各項費用，立約人同意授權 貴行自立約人之轉出帳戶內自動扣繳。

二十二、立約人同意凡憑密碼或憑證或本約定書所約定之方式於網路銀行所為之交易行為，其取款係按無摺登錄之方式辦理，與立約人持存款存摺並填具取款憑條及加蓋留存印鑑之取款或轉帳之效力完全相同。其交易後之帳戶餘額，悉以 貴行電腦主檔之紀錄為準。

二十三、立約人轉出帳戶內未登摺交易，在未經補登存摺前，存摺餘額與 貴行帳上餘額所生不符之情形，除立約人以其他方式證明 貴行交易紀錄錯誤者外，立約人同意以 貴行電腦主檔之紀錄為準。

二十四、立約人得隨時使用網路銀行或由立約人之代表人利用客服中心，申請暫停約定轉出帳戶之所有自動化交易(包含網路銀行、行動銀行)之轉帳、付款或暫禁立約人帳戶。但前述申請應自 貴行完成登錄手續後，始生效力，在 貴行完成登錄前，立約人所有依原約定所為之交易，立約人皆承認其效力。立約人如須繼續使用網路銀行相關服務，由立約人之代表人持身分證、存摺及原留立約印鑑親至 貴行原開戶分行辦理解除事宜。

二十五、立約人每次使用網路銀行轉帳或匯款，均經立約人本人確實核對無誤後辦理，貴行依立約人之指示扣款，倘因立約人操作錯誤或因匯入帳戶之帳號輸入錯誤，致轉入第三人名義之帳戶，一切損失概由立約人自行處理，與 貴行無涉。

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

二十七、貴行接收含數位簽章或經 貴行及立約人同意用以辨識身分之電子訊息後，應即時進行檢核或處理，並將檢核或處理結果通知立約人。貴行或立約人接收來自對方任何電子訊息，若無法辨識其內容時，視為自始未傳送。但 貴行可確定立約人身分時，應立即將內容無法辨識之事實通知立約人。

二十八、如有下列情形之一，貴行將不執行任何接收之電子訊息：

(一)有具體理由懷疑電子訊息之真實性或所指定事項之正確性者。

(二)貴行依據電子訊息處理，將違反相關法令及本約定書之規定者。

(三)貴行無法於帳戶扣取立約人所應支付之費用者。

(四)其他 貴行認為有必要之情形。

二十九、電子訊息係由 貴行電腦自動處理，立約人發出電子訊息傳送至 貴行後，一經處理完成，即不得撤回、撤銷或修改。但未到期之預約交易在 貴行規定之期限內得撤回、撤銷或修改。

三十、貴行於每筆交易指示處理完畢後，以電子訊息或 貴行及立約人約定之方式通知立約人，立約人應核對其結果有無錯誤。如有不符，應於使用完成之日起四十五日內通知 貴行查明。貴行應於每月以平信或與立約人約定方式寄發上月之電子化交易對帳單(該月無交易則不寄發)，立約人核對後如認為對帳單所載事項有錯誤時，應於收受之日起四十五日內，通知 貴行查明。貴行對於立約人之通知，應即進行調查，並於通知到達 貴行之日起三十日內將調查之情形或結果覆知立約人。如立約人未於上述規定時間內通知 貴行查明，視為立約人已確認結果無誤。

立約人如為取得第三人之任何商品或服務等而利用企業網路銀行進行交易，倘衍生紛爭，應由立約人自行與第三人協商處理，概與 貴行無涉。

立約人得申請變更電子化交易對帳單之寄送方式(以紙本或電子郵件寄發)，亦得變更電子化交易對帳單寄送之電子郵件信箱地址或通訊地址。立約人同意 貴行以電子郵件寄發之電子化交易對帳單之效力與以紙本寄發之電子化交易對帳單相同。

如因立約人留存之電子郵件信箱地址或通訊地址錯誤、未辦理電子郵件信箱地址或通訊地址變更或其他不可歸責於 貴行之事由，致電子化交易對帳單寄送錯誤、無法寄送或衍生其他損害，均由立約人自行負責，概與 貴行無涉。

電子化交易對帳單若因立約人留存之電子郵件信箱地址錯誤致無法寄送，而該情況連續達三期以上者，立約人同意 貴行得改以實體紙本寄送。

立約人在此聲明已確實瞭解以電子郵件寄發之電子化交易對帳單係經由網路所傳送有其一定之風險(包括但不限於遭非 貴行或立約人以外人士接觸、閱讀、修改、使用或傳送予他人)，並同意承擔此風險。

三十一、立約人利用本約定書之服務，如其電子訊息因不可歸責於立約人之事由而發生錯誤時，貴行應協助立約人更正，並提供其他必要之協助。如因 貴行電腦系統故障或誤入帳而導致帳務不正確時，立約人同意 貴行得逕行沖正之，並同時以電子訊息或 貴行與立約人約定之方式通知立約人，以沖正後之帳載數額或電腦主檔之結存餘額資料為準，但立約人如能證明帳載數額或電腦主檔之結存餘額有錯誤時，貴行應負責更正之。

三十二、貴行及立約人應確保所傳送至對方之電子訊息均經合法授權。貴行及立約人於發現有第三人冒用或盜用使用者代號、密碼或憑證、私密金鑰，或其他任何未經合法授權之情形，應立即以電話或書面或其他約定方式通知他方停止使用該服務並採取防範之措施。貴行接受通知前，對第三人使用該服務已發生之效力，除 貴行有故意或重大過失，而不知係未經合法授權之電子訊



- 息者外，貴行不負責任。
- 三十三、貴行及立約人應各自確保電子訊息安全，防止非法進入系統、竊取、竄改或毀損業務紀錄及資料。第三人破解網路銀行之保護措施或利用網路銀行之漏洞所發生之損害，由貴行負擔。
- 三十四、除其他法律規定外，貴行及立約人應確保所交換之電子訊息或一方因使用或執行本約定書而取得他方之資料，不洩漏予第三人，亦不可使用於本約定書無關之目的，且於經他方同意告知第三人時，應使第三人負本項之保密義務。
- 前項第三人如不遵守此保密義務者，視為該方義務之違反。
- 三十五、貴行及立約人同意依本約定書傳送或接收電子訊息，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，該當事人僅就他方之積極損害（不包含所失利益）及其利息負賠償責任。
- 三十六、貴行或立約人就本約定書所生之義務之不履行或遲延履行，而致他方受有損害時，應負損害賠償責任。但因不可抗力所致者，不在此限。貴行因停電、斷電、電腦系統故障或其他不可抗力情事致無法操作時，得暫停服務，如立約人因此遭受任何損失，同意無條件免除貴行因而可能涉及之一切責任。
- 三十七、貴行及立約人應保存所有交易指示類電子訊息紀錄，並應確保紀錄之真實性及完整性。貴行對前項紀錄之保存，應盡善良管理人之注意義務。保存期限至少為五年，如立約人未保存，推定以貴行所保存之紀錄為真正。
- 三十八、雙方同意依本約定書交換之電子訊息，其效力與書面文件相同。
- 三十九、貴行終止本約定書時，須於終止日三十日前以書面通知立約人，但立約人如有下列情事之一者，貴行得隨時以書面或其他約定方式通知立約人終止本約定書或暫停本約定書相關服務之使用：
- (一)立約人未經貴行同意，擅自將本約定書之權利或義務轉讓第三人者。
- (二)立約人受法院破產或重整宣告者。
- (三)立約人違反本約定書第二十九條至第三十一條之規定者。
- (四)立約人違反本約定書之其他約定，經催告改善或限期請求履行未果者。
- (五)立約人存款帳戶有疑似不法或有其他不當使用情形者。
- 四十、立約人擬終止網路銀行服務時，應另填具申請書辦理終止手續，並經貴行完成電腦登錄後始生效。如欲恢復使用，應重新辦理申請手續。立約人約定之查詢、轉出、轉入帳戶如已結清，立約人與貴行間約定即自動失效，立約人無須再填具申請書辦理終止手續。
- 四十一、立約人使用交易服務者，所應支付之相關費用，除另有議定者外，悉依貴行「國際金融業務分行各項業務收費標準一覽表」。
- 前項收費標準、網路銀行服務項目、轉出金額、服務時間及其他各項相關規定等，除法令或主管機關另有規定外，於訂約後如有調整，貴行應於調整日六十日前於貴行之網站上明顯處公告其內容，同時告知立約人得於該期間內終止本約定書，逾期末終止者，推定承認該調整。
- 立約人於網路銀行辦理各項交易所衍生之利息、手續費或其他任何費用，授權貴行逕自立約人轉出帳戶內自動扣繳。
- 四十二、立約人同意貴行得將資料處理業務或其他與網路銀行有關之電子通路客戶服務業務，於必要時委託適當之第三人或與其他金融機構合作辦理。
- 四十三、除雙方另有約定外，本約定書如有其他未盡事宜，悉依照中華民國法令規定。如因本約定書之內容發生爭議涉訟時，立約人及貴行同意以貴行原開戶單位所在地之地方法院或臺灣\_\_\_\_\_地方法院為第一審管轄法院。
- 四十四、立約人同意以立約人開立存款帳戶時留存之通訊地址電子信箱為相關文書之送達處所，倘立約人之地址或電子信箱變更，應即以書面或其他約定方式通知貴行，並同意改依變更後之地址或電子信箱為送達處所；如立約人未以書面或其他約定方式通知變更地址或電子信箱時，貴行仍以立約人開立存款帳戶時留存之通訊地址、電子信箱或最後通知貴行之地址或電子信箱為送達處所。貴行對立約人所為之通知發出後，如以郵寄方式，經通常之郵遞期間，即視為已送達；如以電子郵件之方式，以貴行發出時間，視為送達。

## 伍、外幣匯入匯款

- 一、立約人同意貴行核對匯款電文指示入帳之英文戶名及帳號與立約人開立該帳戶留存之資料相符，且電文資料齊全未有其他指示者，貴行得直接將匯入款項撥入立約人該帳戶，無須立約人於匯入匯款通知書簽章，惟立約人仍需提供該筆匯入匯款之交易性質，立約人不得以匯入匯款通知書未經簽章而對貴行有所抗辯。
- 二、匯入匯款倘因匯/受款人資料不全、不正確、無法聯繫立約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，除另有約定外，立約人同意貴行得扣除相關費用後逕行辦理退匯。
- 三、立約人應繳付之各項費用，授權貴行得自匯入款項中扣取或自立約人於貴行開立之存款帳戶中扣取。
- 四、立約人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，而非匯入匯款電文通知之資金生效日，立約人不得要求貴行負擔遞延入帳之損失。對於貴行收到該資金前即解款入戶者，倘貴行未獲匯入款項或有任何糾紛，立約人同意於接獲貴行通知後，立即退還該筆款項。
- 五、貴行認定匯入匯款解付資訊不足或疑似異常交易者(包括但不限於懷疑涉及非法活動、疑似洗錢或資恐或資助武器擴散活動、高風險地區或媒體報導涉及違法之特殊案件等)，立約人須配合貴行審查提供所需資訊或對交易性質與目的或資金來源進行說明，若不配合或未合理說明者等，貴行得逕行暫停、

婉拒交易或暫停、終止業務關係、逕行關戶或採行其他必要措施。

六、立約人因匯入匯款交易，同意 貴行及與該筆交易相關之金融機構，在完成該業務服務之目的內，得依法令規定蒐集、處理及利用(含國際傳輸)其個人資料。

附表一

外幣存款起存(息)額及計息單位一覽表

幣別		活期	存款	定期存款
		起息額	起存額/計息單位	起存額
美元	USD	300	100	1,000
澳幣	AUD	300	100	1,000
加拿大幣	CAD	300	100	1,000
港幣	HKD	3,000	1,000	10,000
英鎊	GBP	200	100	1,000
新加坡幣	SGD	300	100	1,000
南非幣	ZAR	3,000	1,000	10,000
瑞典幣	SEK	3,000	1,000	10,000
瑞士法郎	CHF	300	100	1,000
日圓	JPY	30,000	10,000	100,000
泰銖	THB	10,000	1,000	50,000
歐元	EUR	300	100	1,000
紐西蘭幣	NZD	200	200	1,000
人民幣	CNY	1,000	1,000	10,000

註:綜合存款之起存(息)額及計息單位比照上表活期及定期存款之規定。

親愛的客戶您好：

由於個人資料之蒐集，涉及 臺端的隱私權益，彰化商業銀行股份有限公司(以下稱本行)向 臺端蒐集個人資料時，依據個人資料保護法(以下稱個資法)第八條第一項規定，應明確告知 臺端下列事項：

一、有關本行蒐集 臺端個人資料之目的、個人資料類別及個人資料利用之期間、地區、對象及方式等內容如下，請 臺端詳閱：

(一)目的：如附表所勾選實際辦理業務類別之特定目的及代號。

(二)個人資料之類別：姓名、身分證統一編號、性別、出生年月日、通訊方式、國籍、出生地、住所、戶籍登記事項、肖像、個人描述或身體描述等辨識個人者、指紋或聲紋(聲音)等其他生物識別特徵、網頁紀錄、行動服務使用紀錄與其分析資料及其他詳如相關業務申請書或契約書之內容，並以本行與 臺端往來之相關業務、帳戶或服務及自 臺端或第三人處(包括但不限於財團法人金融聯合徵信中心)所實際蒐集之個人資料為準。

(三)期間：特定目的存續期間、依相關法令所定(例如：商業會計法、洗錢防制法及稅捐稽徵法等)、因執行業務所必須之保存期間、依個別契約就資料之保存所定之保存年限(以孰後屆至者為準)。

(四)地區：下列對象之國內及國外所在地。

(五)對象：本行(含受本行委託處理事務之委外機構)、本行各分支機構及子公司(例如：彰銀商業銀行有限公司、彰銀創業投資股份有限公司等)、依法令規定利用之機構、其他與本行業務相關之機構(例如：通匯行、財團法人金融聯合徵信中心、財團法人聯合信用卡處理中心、台灣票據交換所、財金資訊股份有限公司、臺灣集中保管結算所股份有限公司、臺灣證券交易所股份有限公司、財團法人中華民國證券櫃檯買賣中心、信用保證機構、信用卡國際組織(例如：VISA、MasterCard、JCB、美國運通公司等)、收單機構暨特約商店、財團法人金融消費評議中心、內政部、地政機關等)、美國政府機關(例如：美國財政部、美國司法部等)、國內外有權機關(例如：金融監理機關或稅務機關等)、法律上有利害關係之第三人及 臺端所同意之對象(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)。

(六)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方式(包括但不限於電子文件、紙本或其他合於當時科學技術之適當方式)蒐集、處理、利用與國際傳輸。

二、依據個資法第三條規定，臺端就本行保有 臺端之個人資料得行使下列權利：

(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。

(二)得向本行請求補充或更正，惟依個資法施行細則第十九條規定，臺端應適當釋明其原因及事實。

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

(四)依個資法第十一條第二項規定，個人資料正確性有爭議者，得向本行請求停止處理或利用 臺端之個人資料。惟依該項但書規定，本行因執行業務所必須並註明其爭議或經 臺端書面同意者，不在此限。

(五)依個資法第十一條第三項規定，個人資料蒐集之特定目的消失或期限屆滿時，得向本行請求刪除、停止處理或利用 臺端之個人資料。惟依該項但書規定，本行因執行業務所必須或經 臺端書面同意者，不在此限。

三、臺端如欲行使上述個資法第三條規定之各項權利，有關如何行使之方式，得向營業單位或利用本行客服專線 412-2222 (以市話計費) 或免付費服務專線 0800-365-889 詢問或於本行網站(網址：<https://www.bankchb.com>)查詢。

四、臺端得自由選擇是否提供相關個人資料及類別，惟 臺端所拒絕提供或提供不完全之個人資料及類別，如果是辦理業務審核或作業所需之資料，本行可能無法進行必要之業務審核或作業而無法提供 臺端相關服務或無法提供較佳之服務，敬請見諒。

五、本行利用 臺端個人資料進行行銷時，臺端得向本行表示拒絕接受行銷。

六、經本行向 臺端告知上開事項後，臺端已明確知悉本行蒐集、處理、利用或國際傳輸 臺端個人資料之相關內容無誤。

請勾選本次實際辦理業務，未辦理業務請勿勾選

業務類別	業務特定目的及代號	共通特定目的及代號
存匯業務	035 存款保險、022 外匯業務、036 存款與匯款業務、067 信用卡、現金卡、轉帳卡或電子票證業務、082 借款戶與存款戶存借作業綜合管理、112 票據交換業務	025 犯罪預防、刑事偵查、執行（包括但不限於執行全球洗錢防制及打擊資恐措施、依美國洗錢防制法案(AMLA)第 6308 條所為之調查、沒收） 039 行政調查（包括但不限於依美國洗錢防制法案(AMLA)第 6308 條所為之調查、沒收） 040 行銷 055 法院執行業務（包括但不限於依美國洗錢防制法案(AMLA)第 6308 條所為之調查、沒收） 056 法院審判業務（包括但不限於依美國洗錢防制法案(AMLA)第 6308 條所為之調查、沒收） 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管理之事務 090 消費者、客戶管理與服務 091 消費者保護 095 財稅行政（包括但不限於遵循金融機構執行共同申報及盡職審查作業辦法、美國外國帳戶稅收遵循法） 098 商業與技術資訊 101 國家經濟發展業務 104 帳務管理及債權交易業務 129 會計與相關服務 136 資(通)訊與資料庫管理 137 資通安全與管理 157 調查、統計與研究分析 160 憑證業務管理(包括但不限於 OTP 動態密碼) 177 其他金融管理業務 182 其他諮詢與顧問服務
其他經營合於營業登記項目或組織章程所定之業務，或經主管機關核准辦理之其他有關業務	181 其他經營合於營業登記項目或組織章程所定之業務： <input type="checkbox"/> 電子金融業務	



領用單(銀行留底聯)

Receipt (Bank copy)

茲領到			
I/We hereby confirm to have received:			
<input type="checkbox"/>	「國際金融業務分行存款帳戶開戶往來約定書」(國匯 113-6)」一份 “Offshore Banking Unit Agreement for Deposit Account (Version:國匯 113-6)” in one copy		
<input type="checkbox"/>	「國際金融業務分行各項業務收費標準一覽表」一份 “Standard Tariff – Foreign Exchange Service (Offshore Banking Unit)” in one copy		
<input type="checkbox"/>	「彰化銀行蒐集、處理及利用個人資料告知事項」一份 “Chang Hwa Bank Notification for the Collection, Processing and Use of Personal Data” in one copy		
茲領到			
I/We hereby confirm to have received:			
<input type="checkbox"/>	存摺_____本。 _____ passbook(s)		
<input type="checkbox"/>	網路銀行簽入密碼單_____份。 _____ Internet Banking password slip(s)		
<input type="checkbox"/>	憑證載具(型號: _____) _____支。 _____ Electronic certificate carrier(s) (Type: _____)		
申請人(即立約人): _____			
Applicant(i.e. the Client)			
(存戶親簽並加蓋原留印鑑)			
Signature and seal(s)/chop(s)			
領用日期: 中華民國      年      月      日			
Date of Receipt:                      (YYYY)                      (MM)                      (DD)			

此致**彰化銀行**台照

TO    CHANG HWA BANK

申請人(即立約人): _____			
Applicant(i.e. the Client)			
(存戶親簽並加蓋原留印鑑)			
Signature and Seal(s)/Chop(s)			
領用日期: 中華民國      年      月      日			
Date of Receipt:                      (YYYY)                      (MM)                      (DD)			

經副襄理  
Approved by

經辦  
Handled by

驗印  
Verified by

核對親簽  
Seen by



親愛的客戶您好：

由於個人資料之蒐集，涉及 臺端的隱私權益，彰化商業銀行股份有限公司(以下稱本行)向 臺端蒐集個人資料時，依據個人資料保護法(以下稱個資法)第八條第一項規定，應明確告知 臺端下列事項：

一、有關本行蒐集 臺端個人資料之目的、個人資料類別及個人資料利用之期間、地區、對象及方式等內容如下，請 臺端詳閱：

(一)目的：如附表所勾選實際辦理業務類別之特定目的及代號。

(二)個人資料之類別：姓名、身分證統一編號、性別、出生年月日、通訊方式、國籍、出生地、住所、戶籍登記事項、肖像、個人描述或身體描述等辨識個人者、指紋或聲紋(聲音)等其他生物識別特徵、網頁紀錄、行動服務使用紀錄與其分析資料及其他詳如相關業務申請書或契約書之內容，並以本行與 臺端往來之相關業務、帳戶或服務及自 臺端或第三人處(包括但不限於財團法人金融聯合徵信中心)所實際蒐集之個人資料為準。

(三)期間：特定目的存續期間、依相關法令所定(例如：商業會計法、洗錢防制法及稅捐稽徵法等)、因執行業務所必須之保存期間、依個別契約就資料之保存所定之保存年限(以孰後屆至者為準)。

(四)地區：下列對象之國內及國外所在地。

(五)對象：本行(含受本行委託處理事務之委外機構)、本行各分支機構及子公司(例如：彰銀商業銀行有限公司、彰銀創業投資股份有限公司等)、依法令規定利用之機構、其他與本行業務相關之機構(例如：通匯行、財團法人金融聯合徵信中心、財團法人聯合信用卡處理中心、台灣票據交換所、財金資訊股份有限公司、臺灣集中保管結算所股份有限公司、臺灣證券交易所股份有限公司、財團法人中華民國證券櫃檯買賣中心、信用保證機構、信用卡國際組織(例如：VISA、MasterCard、JCB、美國運通公司等)、收單機構暨特約商店、財團法人金融消費評議中心、內政部、地政機關等)、美國政府機關(例如：美國財政部、美國司法部等)、國內外有權機關(例如：金融監理機關或稅務機關等)、法律上有利害關係之第三人及 臺端所同意之對象(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)。

(六)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方式(包括但不限於電子文件、紙本或其他合於當時科學技術之適當方式)蒐集、處理、利用與國際傳輸。

二、依據個資法第三條規定，臺端就本行保有 臺端之個人資料得行使下列權利：

(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。

(二)得向本行請求補充或更正，惟依個資法施行細則第十九條規定，臺端應適當釋明其原因及事實。

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

(四)依個資法第十一條第二項規定，個人資料正確性有爭議者，得向本行請求停止處理或利用 臺端之個人資料。惟依該項但書規定，本行因執行業務所必須並註明其爭議或經 臺端書面同意者，不在此限。

(五)依個資法第十一條第三項規定，個人資料蒐集之特定目的消失或期限屆滿時，得向本行請求刪除、停止處理或利用 臺端之個人資料。惟依該項但書規定，本行因執行業務所必須或經 臺端書面同意者，不在此限。

三、臺端如欲行使上述個資法第三條規定之各項權利，有關如何行使之方式，得向營業單位或利用本行客服專線 412-2222 (以市話計費) 或免付費服務專線 0800-365-889 詢問或於本行網站(網址：<https://www.bankchb.com>)查詢。

四、臺端得自由選擇是否提供相關個人資料及類別，惟 臺端所拒絕提供或提供不完全之個人資料及類別，如果是辦理業務審核或作業所需之資料，本行可能無法進行必要之業務審核或作業而無法提供 臺端相關服務或無法提供較佳之服務，敬請見諒。

五、本行利用 臺端個人資料進行行銷時，臺端得向本行表示拒絕接受行銷。

六、經本行向 臺端告知上開事項後，臺端已明確知悉本行蒐集、處理、利用或國際傳輸 臺端個人資料之相關內容無誤。

請勾選本次實際辦理業務，未辦理業務請勿勾選

業務類別	業務特定目的及代號	共通特定目的及代號
存匯業務	035 存款保險、022 外匯業務、036 存款與匯款業務、067 信用卡、現金卡、轉帳卡或電子票證業務、082 借款戶與存款戶存借作業綜合管理、112 票據交換業務	025 犯罪預防、刑事偵查、執行（包括但不限於執行全球洗錢防制及打擊資恐措施、依美國洗錢防制法案(AMLA)第 6308 條所為之調查、沒收） 039 行政調查（包括但不限於依美國洗錢防制法案(AMLA)第 6308 條所為之調查、沒收） 040 行銷 055 法院執行業務（包括但不限於依美國洗錢防制法案(AMLA)第 6308 條所為之調查、沒收） 056 法院審判業務（包括但不限於依美國洗錢防制法案(AMLA)第 6308 條所為之調查、沒收） 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管理之事務 090 消費者、客戶管理與服務 091 消費者保護 095 財稅行政（包括但不限於遵循金融機構執行共同申報及盡職審查作業辦法、美國外國帳戶稅收遵循法） 098 商業與技術資訊 101 國家經濟發展業務 104 帳務管理及債權交易業務 129 會計與相關服務 136 資(通)訊與資料庫管理 137 資通安全與管理 157 調查、統計與研究分析 160 憑證業務管理(包括但不限於 OTP 動態密碼) 177 其他金融管理業務 182 其他諮詢與顧問服務
其他經營合於營業登記項目或組織章程所定之業務，或經主管機關核准辦理之其他有關業務	181 其他經營合於營業登記項目或組織章程所定之業務： <input type="checkbox"/> 電子金融業務	



領用單(客戶收執聯)

Receipt (Client copy)

茲領到			
I/We hereby confirm to have received:			
<input type="checkbox"/>	「國際金融業務分行存款帳戶開戶往來約定書」(國匯 113-6)」一份 “Offshore Banking Unit Agreement for Deposit Account (Version:國匯 113-6)” in one copy		
<input type="checkbox"/>	「國際金融業務分行各項業務收費標準一覽表」一份 “Standard Tariff – Foreign Exchange Service (Offshore Banking Unit)” in one copy		
<input type="checkbox"/>	「彰化銀行蒐集、處理及利用個人資料告知事項」一份 “Chang Hwa Bank Notification for the Collection, Processing and Use of Personal Data” in one copy		
茲領到			
I/We hereby confirm to have received:			
<input type="checkbox"/>	存摺_____本。 _____ passbook(s)		
<input type="checkbox"/>	網路銀行簽入密碼單_____份。 _____ Internet Banking password slip(s)		
<input type="checkbox"/>	憑證載具(型號: _____) _____支。 _____ Electronic certificate carrier(s) (Type: _____)		
申請人(即立約人): _____			
Applicant(i.e. the Client)			
(存戶親簽並加蓋原留印鑑)			
Signature and seal(s)/chop(s)			
領用日期: 中華民國 _____ 年 _____ 月 _____ 日			
Date of Receipt: (YYYY) (MM) (DD)			

此致**彰化銀行**台照

TO CHANG HWA BANK

申請人(即立約人): _____			
Applicant(i.e. the Client)			
(存戶親簽並加蓋原留印鑑)			
Signature and Seal(s)/Chop(s)			
領用日期: 中華民國 _____ 年 _____ 月 _____ 日			
Date of Receipt: (YYYY) (MM) (DD)			



## **Offshore Banking Unit Agreement for Deposit Account**

### **Table of Contents**

<b>I. General Provisions.....</b>	<b>1</b>
<b>II. Foreign Currency Certificate of Deposit.....</b>	<b>7</b>
<b>III. Foreign Currency Composite Deposit.....</b>	<b>9</b>
<b>IV. Provisions for Internet Banking Service .....</b>	<b>11</b>
<b>V. Foreign Currency Inward Remittance.....</b>	<b>17</b>
<b>Exhibit I. Table of Minimum Balance to Open an Account/Bear Interest and Unit of</b>	
<b>Interest Calculation for Foreign Currency Deposits.....</b>	<b>18</b>



## Offshore Banking Unit Agreement for Deposit Account

By opening a foreign currency deposit account in the Offshore Banking Unit of Chang Hwa Bank (the “Bank”), the Client agrees to be legally bound by the following terms and conditions (the “Agreement”):

### I. General Provisions

1. Subject to the “Rules Governing Offshore Banking Branches”, any account shall be opened pursuant to the following provisions:
  - (1) Individual account: The Client shall provide at least two types of identity documents (including but not limited to a valid passport or other valid government-issued identity document bearing Client’s photograph wherein Client’s identity, nationality, and place of origin or permanent residence can be ascertained) to the Bank for the purpose of obtaining the Client’s name, date of birth, nationality, address and identity document type and its reference number.
  - (2) Incorporation account: The Client shall provide the following documents to the Bank for the purpose of obtaining the Client’s full name, date of incorporation/registration, place of incorporation/registration, registered number, registered address and principal business address:
    - (i) Certificate of incorporation issued by the competent registry of the place of incorporation;
    - (ii) Articles of Incorporation;
    - (iii) Certificate of incumbency issued within six (6) months by the registered agent of the place of incorporation (This may not be required if the competent registry of the place of incorporation has, within six (6) months, conducted a search of the legality of the Client’s incorporation and issued a comprehensive search report specifying the same details as the certificate of incumbency.);
    - (iv) Valid certificate of good standing or the same executed within six (6) months by the competent registry of the place of incorporation (This may not be required if the competent registry of the place of incorporation has, within six (6) months, conducted a search of the legality of the Client’s incorporation and issued a comprehensive search report specifying the same details as the certificate of good standing or if the certificate of incumbency has expressly stated the good standing status of the Client.);
    - (v) Register of directors; and
    - (vi) Register of members.
2. The interest rate for foreign currency demand deposit and time deposit (including composite deposit account) shall be calculated based on the Bank’s foreign currency board interest rate, and the interest rate for time deposit shall be simple interest. The Client understands that any of the following acts shall be prohibited in the course of any deposit transaction with the Bank save for fund transfer or remittance to another bank:
  - (1) Receipt of foreign currency cash;
  - (2) Exchange to New Taiwan Dollars for withdrawal from foreign currency deposit;
  - (3) Trading and exchange business between foreign currencies and New Taiwan Dollars.
3. Minimum balance to open an account/bear interest and calculation of interest
  - (1) Exhibit 1 attached hereto sets forth the minimum balance to open an account/bear interest and the unit of interest calculation for each currency deposited in the foreign currency demand deposit account and foreign currency time deposit account (including composite deposit account). The Client agrees that the Bank shall not be obliged to pay interest if the amount of deposit in the Client’s foreign currency deposit account is less than the minimum balance required by the Bank to bear interest, and the smallest unit to calculate the interest of each currency shall be the minimum unit amount of that currency on which interest shall accrue, and the amount of the foreign currency demand deposit account less than such minimum unit amount with respect to interest calculation shall not be counted when calculating the interest.
  - (2) The Bank shall calculate interest **on the Client’s foreign currency demand deposit daily based on the balance thereof pursuant to the interest rates published on the Bank’s board, settle such interest every June 20 and December 20, and deposit such interest in the Client’s foreign currency deposit account automatically on the next business day.**
  - (3) **The interest on foreign currency demand deposit is calculated on a daily basis. The interest for time deposit accrued over a full month (from the date of deposit to the same date of the next month or to the last date of the next month if no relative date) shall be calculated on a monthly basis (principal x interest rate x number of months ÷ 12 = interest amount). The interest accrued over a period of less than a month shall be calculated on the number of days (principal x interest rate x number of days ÷ number of days per year (360 days or 365 days) = interest amount).**  
**(Note: 365 days for British pound (GBP), Hong Kong dollar (HKD), Singapore dollar (SGD), South African rand (ZAR) and Thai baht (THB); and 360 days for other foreign currencies)**
  - (4) The interest rate type of time deposit with “fixed board interest rate” shall be calculated based on the board interest rate announced on the date of deposit. If the interest rate type adopted is

“floating board interest rate”, the interest rate will be recorded based on the Bank’s board interest rate on the date of deposit. If the Bank adjusts the board interest rate, interest amount shall be calculated in stages according to the adjusted board interest rate. Once the Client has selected the interest rate type of this deposit (i.e., fixed rate or floating rate), the Client cannot request to change it during the deposit period.

4. Over-the-Counter Withdrawal PIN:

- (1) The Client may opt to set up an over-the-counter withdrawal PIN. If such PIN has been set up, any withdrawal for the purpose of fund transfer or remittance shall be made with the passbook, specimen seal and withdrawal slip and by entering the over-the-counter withdrawal PIN by the Client.**
- (2) In the event that the Client forgets the over-the-counter withdrawal PIN or enters wrong PIN consecutively five (5) times, the Client shall, in person, go to any branch of the Bank and apply to set up a new PIN with the identity documents, passbook and specimen seal.**
5. Unless otherwise provided herein, whenever the Client performs a fund transfer, remittance or loan using the passbook, specimen seal, over-the-counter withdrawal PIN and withdrawal slip, or by utilizing Internet Banking, or in accordance with the Client’s mandate to the Bank for the deduction of payable amount for payment or loan, such actions shall be deemed as fulfilment of the Bank’s repayment obligation to the Client.

Unless otherwise agreed between the Client and Bank, if the deposit account opened by the Client has unregistered transactions or a non-transaction period that meets the Bank’s requirements, the Bank will record, in accordance with the detailed information of unregistered transactions, separately as a total amount by summarizing expenditures and deposits in the passbook, and this summarizing method cannot be cancelled. If the Client needs the detailed information of each transaction during the above-mentioned summary registration period, the Client should bring the passbook and specimen seal to any branch of the Bank to apply for a detailed list of historical record. If the Client has any doubts about the historical record, it shall request the Bank to find out or correct it within three business days from the next day after receiving the historical record. If there is no objection within the above-mentioned period, the historical record will be deemed correct.
6. In the event of any information system failure or network disconnection in the course of withdrawal using the passbook, the Bank fails to confirm the balance of deposit, the Client agrees that the balance amount estimated by the Bank (that is deducting the daily transaction maximum amount on Internet Banking) shall be the available balance of the Client’s deposit balance; provided, however, that the Client shall obtain prior approval from the Bank if it requests to withdraw any amount within the deposit balance unilaterally decided by it. **In the event of any overdraft caused by such withdrawal of an amount exceeding the available limit of the Client’s balance on the account, the Client shall immediately pay the Bank such overdraft upon being notified and an interest rate of the Bank’s prime rate plus 3% per annum shall apply from the date of overdraft to the date of payoff. Should the Bank announce any change in its prime rate, such interest rate shall be adjusted accordingly as of the date of prime rate change.**
7. In the event that any amount on the Client’s passbook is inconsistent with that on the Bank’s statement, the Bank’s statement shall govern; provided, however, that if the Client believes such discrepancy is due to errors on the Bank’s statement, the Bank shall immediately correct the errors after the Bank’s verification. **After using Internet Banking, the Client shall check the transaction result and record as soon as possible. The Client shall notify the Bank to investigate any error it found to be made by the Bank within a specified period of time and the Bank shall reply to the Client with such investigation result within the specified time period. Any failure of such notification within the specified time period by the Client shall be deemed that the Client has confirmed that there is no error therein.**
8. In the utilization of any service requiring the Client’s password/PIN (including Internet Banking password), the Client hereby fully acknowledges and is willing to be held fully responsible for any service rendered upon correctly entering the Client’s password/PIN, whether authorized by the Client or not, except for any disclosure of the password/PIN which is attributable to the Bank.
9. The passbook, specimen seal, certificate of deposit, or password, electronic certificate, and other identification tools provided by the Bank shall be kept securely and confidentially by the Client. The Client agrees that all applications, instructions or consents given by means of the above-mentioned specimen seal, password, electronic certificate, or tools shall be deemed to be given by the Client. In the event that the passbook, certificate of deposit, specimen seal, password, electronic certificate, or other identification tools has been stolen, lost or destroyed, causing the Client to lose possession thereof, or in the event that the Client intends to change the style of the specimen seal retained by the Bank, or the passbook, certificate of deposit, password, electronic certificate, or other identification tools has been stolen, lost or destroyed, causing the Client to lose possession thereof, the Client shall immediately complete the relevant procedures for stop payment, replacement or reissuance in accordance with the Bank’s regulations, and the changes shall be effective upon completion of the aforementioned procedures. The Bank shall not be liable for any damage arising from anyone’s use of the passbook, certificate of deposit, specimen seal, password, electronic certificate, or other identification tools before the Client has completed the relevant procedures.



10. Without prior consent from the Bank, any deposit on the Bank's account shall not be changed account name, or be assigned, mortgaged or pledged to any third party.
11. **If multiple payments need to be processed from a single account on the same day due to multiple automatic deductions or payments mandated by the Client to the Bank, the Bank reserves the right to determine the sequence of each payment.**
12. If for any reason the Client wishes to cease mandating the Bank to make any payment or disbursement on behalf of the Client, the Client shall notify the branch where the account was opened in writing and such termination of mandate shall become effective as of the date of the Bank's reporting to all relevant institutions and completion of record update. Prior to such completion of termination of mandate for payment or disbursement, any closure or transferal of account by the Client shall be automatically deemed as the termination thereof, and the Client shall be responsible for all losses and liabilities incurred therefrom.
13. In the event that the Bank fails to make any payment or disbursement on behalf of the Client in accordance with the Client's mandate due to insufficient deposit, overdraft exceeding the line of credit, account closure, account transferal, account rejection, court seizure of deposit or watch-listed account, the Bank may suspend or terminate the mandate for making payment and/or disbursement via transfer on behalf of the Client and the Client shall be responsible for all fines and suspension of services as a result of the Bank's return of the payment details to the relevant institutions.
14. The Bank shall make its best effort to make immediate update regarding information of its services; provided, however, that the Client agrees and understands all information obtained from relevant search systems may not be the most updated and is solely for the Client's reference.
15. The Bank may suspend its services when there is any third party act, force majeure or other events not attributable to the Bank (including but limited to power outage, brownout, computer system failure, system or network breakdown, disconnection or poor transmission signals) or otherwise which makes the Bank unable to provide its services or the Client unable to proceed or any transaction to be unsuccessful, erroneous or delayed.
16. **The Client agrees that the Bank may unilaterally correct any error in the statement of accounts as a result of the Bank's computer system failure or account processing errors, and that it shall refer to the corrected balance amount on the statement or the settlement balance in the computer system.** However, if the Client can prove any error in the recorded amount on the statement or the settlement balance in the Bank's system, the Bank shall correct such error accordingly.
17. **In the event of any change to the content of "OBU CUSTOMER DATA AND SPECIMEN SIGNATURE CARD" or other documents retained by the Bank, the Client shall immediately give a written notice affixed with the specimen seal to the Bank.** Without such notification, any document posted by the Bank to the address specified on the "OBU CUSTOMER DATA AND SPECIMEN SIGNATURE CARD" or the address most recently notified by the Client shall be presumed as having been received by the Client after the ordinary mailing time.  
**If the responsible person/representative of the Client dies or is changed for other reasons, the Bank may suspend processing of transactions in which the retained specimen seal is used until the new responsible person/representative has completed the change of the retained specimen seal.**
18. **Should the Bank become unable to pay the Client in the designated foreign currency due to force majeure such as natural disaster, earthquake, and war, or foreign exchange control, loss of legal tender status or other reasons not attributable to the Bank, the Client agrees that the Bank may pay in other foreign currencies.**
19. **Unless otherwise agreed by both parties, where it is necessary to convert into different foreign currencies as stipulated herein, such conversion shall be based on the foreign exchange rate published on the Bank's foreign currency exchange board on the day of such conversion.**
20. The Client acknowledges and understands that deposits made hereunder are not the insured subject matter stipulated by the Deposit Insurance Act and are therefore not protected by deposit insurance.
21. Deposit interest hereunder is exempt from Interest Income Tax pursuant to the Offshore Banking Act.
22. **The Client fully understands that the demand deposit and/or time deposit hereunder may still be subject to currency fluctuations which might lead to transactional risks or valuation losses to the Client. The Client shall consider its own financial condition and capability to bear the currency fluctuation risks and shall agree to bear the potential currency fluctuation risks and losses incurred from transactions by itself.**
23. **Starting from the date of the Client's initial use of each service, the Client agrees to pay all service fees, handling fee, postage and cable fee pursuant to the Bank's "Standard Tariff - Foreign Exchange Service (Offshore Banking Unit)" or other fee schedules otherwise agreed by both the Client and the Bank, and shall authorize the Bank to deduct the fees automatically from the Client's deposit account.**  
**After the parties enter into the Agreement, unless otherwise stipulated by the laws, regulations or competent authorities, the Bank shall announce any adjustment to the foregoing standard tariff, transfer amount, minimum balance to open an account, unit of interest calculation, service hours, minimum balance to bear interest, account management fee calculation conditions and other relevant regulations**

- no less than thirty (30) days prior to the date of adjustment (*no less than sixty (60) days prior to the date of adjustment for the minimum balance to bear interest, standard tariff and account management fee calculation conditions*) on the Bank's website and at each lobby of the business venue in a noticeable manner and simultaneously inform the Client that it may terminate any related service during such period, and failure to do so in time shall presume that the Client accepts such adjustment. Any and all taxes payable by the Client shall be settled pursuant to the applicable tax laws and regulations and the Bank shall be authorized to deduct such taxes automatically from the Client's account.
24. Any amendment or supplement made by the Bank to the provision herein, once announced or notified, shall be deemed as accepted by the Client if the Client continues to use the relevant services and no additional agreement shall be required. Should the Client disagree with such amendment or supplement, the Client shall notify the Bank in writing to terminate such relevant services; provided, however, that the Client remains responsible for the transaction amounts and all other liabilities incurred prior to such termination of services.
25. The Client agrees that any and all fees, in connection with foreign currency deposit, arising from the matters of loss and replacement of seal, reissuance of passbook/time deposit certificate, pledge time deposit to third party, request for account balance/deposit balance certificate, retrieval of historical voucher/record, shall be paid in accordance with the Bank's "Standard Tariff - Foreign Exchange Service (Offshore Banking Unit)".
26. The Client shall close the deposit account hereunder in person. The Bank shall implement the account closure procedure with the Client's specimen seal and passbook (holders of account without passbooks shall use specimen seal) and such shall bind the Client to the termination of the Agreement.
27. In the event of an occurrence of any of the following circumstances, the Client agrees that the Bank shall have the right to suspend or terminate the use of the deposit account:
- (1) It is suspected that the account is opened anonymously or by a false name, nominee, non-existent business organization or non-existent incorporation;
  - (2) The Client refuses to provide relevant documents for review of the Client's identity except where such identity is affirmatively verified and checked through reliable and independent sources.
  - (3) The account is opened by an agent whose identity information and facts are difficult to be verified and checked;
  - (4) The Client holds and uses fake or forged identity documents;
  - (5) The Client provides photocopies of its identity documents, except for businesses that are allowed to accept photocopies or e-images of identity documents along with other supervisory measures;
  - (6) The Client provides suspicious and unclear documents and refuses to provide other supporting information or such supporting documents cannot be verified;
  - (7) The Client unusually delays in providing supplemental documents as required or has other unusual situations and is unable to provide reasonable explanation;
  - (8) In the course of investigation and monitoring of suspicious transactions via the deposit account, the Bank discovers any illegal event;
  - (9) The Client fails to cooperate with due diligence or refuses to explain the nature and purpose of its transaction or source of funds;
  - (10) The Client is an individual, a legal person or an organization under the Counter Terrorism Financing Act, or a terrorist or organization identified or investigated by a foreign governments or an international organizations, except for payment under Sub-paragraph 1 to 3, Paragraph 1, Article 6 of the Counter Terrorism Financing Act; or
  - (11) The Client is a party to the disposal measures as implemented by the Financial Supervisory Commission pursuant to Article 5-2 of the Offshore Banking Act.
  - (12) The Client uses the deposit account to engage in virtual currency platform/peer-to-peer lending platform and its related transaction business.
28. The Client agrees on the following conditions:
- (1) If the Client is an offshore incorporation who should pay an annual fee to its registered country or region in order to remain validly existing, it shall provide such validly existing certificate (e.g. Certificate of Good Standing) or Certificate of Incumbency prior to the expiry date of its validity every year. (The date of issue shall be within six (6) months.) If The Client is not an offshore legal person as aforementioned, it shall provide, before every anniversary of the incorporation date, its tax clearance certificate issued within one (1) year by its registered country or region. In the event that the Client fails to provide the foregoing documents before the expiry date of its validity or within two (2) months of the date of incorporation every year, the Bank may suspend any and all transactions or suspend or terminate business relationship with the Client and if the Client's account balance plus interest totals zero, the Bank may unilaterally close the account and subsequently notify the Client.
  - (2) The Client agrees that if the Client fails to provide each relevant document (including but not limited to account opening documents and identity documents) as per the Bank's notice, the Bank shall have

the right to immediately or at any time restrict or terminate each service or transaction of the Client belonging to or in connection with the account hereunder, and the Client shall not initiate any claim, request or defense against the Bank for any losses or damages directly or indirectly incurred therefrom.

- (3) The Client has explained to and obtained consent from its natural person shareholder/director to provide documents and personal data of said natural person shareholder/director to the Bank, and all the parties understand and agree to comply with the Personal Data Protection Act and other relevant laws and regulations.

“Natural person shareholder” refers to any natural person who, directly or indirectly, holds shares in the Client. “Natural person director” refers to any natural person who is appointed as director by those who directly or indirectly hold shares in the Client.

29. The Client agrees that the Bank, Joint Credit Information Center and other organizations designated by the competent authorities, or institutions with which the Bank has entered into a contract for business purposes (the “Aforementioned Institutions”) may collect, process, cross-border transfer and use the Client’s data and may provide the Bank with the relevant data collected by the Aforementioned Institutions to the extent necessary for particular purposes such as their business scopes as registered or provided by the articles of incorporation.

30. The Client understands and agrees that where necessary, the Bank may pursuant to the regulations of the competent authorities outsource its deposit-related services and data processing (including but not limited to recordation, processing and output of data in the information system; development, monitoring and maintenance of information system; logistical procedures involving data processing; automated phone voicemail system, phone marketing, and email response and processing, consultation and assistance in e-banking and e-commerce, phone banking services pertaining to e-customer services; data storage of forms and electronic certificates; securities and forms) to suitable third party.

31. The Agreement shall be governed by the laws of the Republic of China. Unless otherwise agreed by both parties, any matter not provided herein shall be construed pursuant to the laws and regulations of the Republic of China. In case of litigation with respect to any dispute arising herefrom or in connection herewith, the Client and the Bank agree to submit all disputes over the content hereof to the district court of the place where the account was opened as the court of first instance.

32. Should any third party forge or change the Client’s specimen seal or withdrawal specimen seal retained by the Client with the Bank, the Bank, having exercised the due care of a good administrator but still failing to identify such forgery or change, shall not be liable for any losses or damages once such third party makes any payment through the Bank with the instrument, certificate or passbook. If an unauthorized third party uses the Client’s retained specimen seal or withdrawal specimen seal at the Bank to forge any instrument, except for willful act or negligence of the Bank, the Bank shall not be liable for any losses or damages once the Bank has made any payment using the retained specimen seal.

33. The Client may call the following complaint line numbers or visit the Bank’s official website ([www.bankchb.com](http://www.bankchb.com))→Customer Service Center→ Leave a Message for any questions regarding this Agreement.

Complaint Line:

- (1) Domestic Landline: 412-2222 and dial 9 for operator (domestic landline rates apply)
- (2) Mobile: (02) 412-2222 and dial 9 for operator
- (3) Free Service Line: 0800-365-889 and dial 9 for operator

**34. Compliance with FATCA**

- (1) The Client understands and agrees that the Client is obliged to provide the Bank with all relevant information and documents immediately pursuant to the Bank’s request where the Bank, required by the U.S. Internal Revenue Service or other competent authorities or in compliance with the U.S. Foreign Account Tax Compliance Act (“FATCA”), the relevant agreements the Bank has signed with the U.S. Internal Revenue Service (the “FFI Agreement”) and the Intergovernmental Agreement signed by the competent authorities of the Republic of China (“IGA”), shall provide the information of any client who is a U.S. citizen, green card holder or U.S. resident for tax purposes under the U.S. tax laws, including but not limited to the name, address, TIN, actual U.S. shareholder details, account number, account balance and transaction details.

- (2) The Client understands and agrees to voluntarily tell the Bank its true identity category in regards to FATCA or to provide the Bank with relevant documents and information of its identity category in regards to FATCA pursuant to the Bank’s request. In the event of any subsequent change to the Client’s FATCA identity category, the Client shall immediately notify the Bank in writing and provide the updated documents and evidence to the Bank. If the Client fails to fulfill the obligation of truthful disclosure or cooperate in providing documents representing the Client’s identity category, the Bank may proceed pursuant to the relevant provisions of FATCA, FFI Agreement or IGA.

- (3) The Client agrees that the Bank may take any and all necessary measures pursuant to FATCA, FFI Agreement or IGA if the Client, after cooperating with the Bank's FATCA reporting, is identified as a recalcitrant account holder.
- (4) Any matter not set forth herein shall be handled pursuant to FATCA, FFI Agreement, IGA or other relevant laws and regulations.
35. The Client agrees that the Bank may collect, process, use or cross-border transfer the Client's personal data and each transaction details (including but not limited to investigation or seizure of any transaction amount/document in connection with the Client, its transaction or transaction amount via a foreign bank pursuant to anti-money laundering laws, crime prevention laws and counter terrorism financing laws in its country) to the extent within the scope of the particular purposes under anti-money laundering laws, crime prevention laws and counter terrorism financing laws. If the Client also provides personal data of any third party (e.g. payee), the Client shall cause such third party to be informed of and agrees to the foregoing provision. However, the Client, not the Bank, shall be liable for any delayed transaction, failed transaction or additional fee arising from the Client's failure to provide the foregoing data or obtain such third party's consent due to reasons relating to any of the aforementioned events. The Client shall compensate for any damages suffered by the Bank resulting therefrom or in connection therewith.
36. Anti-money laundering and counter terrorism financing
- (1) For the purpose of anti-money laundering and counter terrorism financing, the Client agrees that the Bank may verify, conduct ongoing due diligence, and request the provision of (timings of which include but not limited to the subsequent account openings, establishment of new business relationships, periodic review timings, material change in identity and background information, etc.) the identities and information (including but not limited to the most recent identity documents, company registration documents, etc.) of the Client, the beneficiary, and the beneficiary bank, and maintain and report or submit relevant transaction certificates and information to the appropriate authorities in accordance with the relevant regulations of "Money Laundering Control Act"; "Counter Terrorism Financing Act"; "Regulations Governing Anti-Money Laundering of Financial Institutions"; "Regulations Governing the Deposit Accounts and Suspicious or Unusual Transactions"; "Directions for Confirming Customer Identity in Domestic Remittance Operations and Deposit Without Passbook of Financial Institutions"; "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"; relevant laws and regulations related to model guidelines for anti-money laundering and counter terrorism financing policies and procedures made by banking enterprises and other industrial associations; "Directions Governing Banking Enterprises for Operating Foreign Exchange Business"; "Directions for Banking Enterprises while Assisting Customers to Declare Foreign Exchange Receipts and Disbursements or Transactions", and/or their subsequent amendments.
- (2) The Bank may decline to establish new business relationships with the Client, suspend the Client's transactions, suspend or terminate the Bank's business relationship with the Client, unilaterally close the Client's deposit account, file a suspicious transaction report, or take other necessary measures in the event of any occurrence of the following by the Client:
- (i) The Client or its beneficial owner, senior management, affiliated persons (e.g. legal representative, agent or authorized person) and transaction counterparty is an individual, a legal person or an organization under the Counter Terrorism Financing Act, or a terrorist or organization identified or investigated by a foreign governments or an international organizations.
- (ii) The Client fails to cooperate with due diligence (including but not limited to phone calls, letters or on-site investigation), refuses or delays in providing the information of the Client, beneficial owners (including but not limited to shareholding structure, senior management and affiliates), or controlling ownership interest persons, or is reluctant to explain the nature and purpose of any transaction or source of funds.
37. The Client agrees to cooperate in the collection, processing, use or cross-border transfer the Client's personal data relating to the business transactions of the Client and/or affiliated persons (including but not limited to the responsible persons, beneficial owners, senior managers, agents, representatives, authorized person or counterparties of the Client) requested by the Department of the Treasury, Department of Justice, courts, other regulatory agencies, or judicial authorities of the U.S.A. in connection with their business pursuant to Section 6308 of the Anti-Money Laundry Act of 2020 (AMLA). No further notice to the Client and/or affiliated persons shall be required. The Client agrees that the Bank shall not be liable to the Client and/or affiliated persons for any damages/reimbursement for the actions taken by the Bank in accordance with the foregoing agreement.
38. The Client and the Bank agree to use electronic messages for communication which shall have the same force and effect as that of paper documents. electronic messages refer to the records of one's intent sufficiently expressed in words, sounds, pictures, images or other information transmitted by the Client or the Bank online using electronic or other methods not directly perceptible by human senses but capable of electronic processing. The Client shall ensure that any and all its electronic messages transmitted to the Bank shall be complete and true.

**39. Compliance with the terms of the “Regulations Governing the Implementation of the Common Standard on Reporting and Due Diligence for Financial Institutions” (“CRS Regulations”):**

- (1) The Client understands and agrees that the Bank should collect, review and report specific information regarding the tax resident status of the account holder as a result of compliance with CRS Regulations. The Bank is required by law to obtain CRS Self-Certification Form from the account holder to identify the country/region in which the account holder is a tax resident. The Bank shall also provide the identification information provided by the Client and other information of the account to the tax authorities of the R.O.C., which will provide such information to the tax authorities of other countries/regions through intergovernmental agreements for the exchange of financial account information for tax purposes.
  - (2) The Client understands and agrees to comply with the relevant provisions of the CRS Regulations by providing accurate and continuously valid identification information and other information of the account to the Bank. If there is a change in the status of the account (including but not limited to a change in the tax resident status of the account holder) that results in information being written incorrect or incomplete, the Client shall proactively notify the Bank within 30 days of the change and provide updated CRS Self-Certification Form.
  - (3) The Client understands and agrees that if the Client provides personal data of any third party other than the Client to the Bank in accordance with the terms herein, the Client shall cause such third party to be informed of and agrees to the foregoing provision. However, the Client, not the Bank, shall be liable for any delayed transaction, failed transaction or additional fee arising from the Client's failure to provide the foregoing data or obtain such third party's consent due to reasons relating to any of the aforementioned events. The Client shall compensate for any damages suffered by the Bank resulting therefrom or in connection therewith.
  - (4) If the Client fails to perform or breaches the terms hereof, the Client agrees that the Bank may take necessary measures (including but not limited to termination of business relationship) in accordance with the CRS Regulations and other relevant regulations. In the event of direct, indirect or potential loss or additional tax liability or penalties incurred by the Client as a result, the Client shall be solely responsible. If the Bank suffers damage as a result, the Client shall be liable for all damages.
  - (5) Any matters not set forth herein shall be handled pursuant to CRS Regulations and other relevant laws and regulations.
- 40. Bank is responsible for good administrator of deposit account. For deposit account with suspected illegal or apparently unusual transaction, the Bank may directly report, monitor, suspend deposit/withdrawal/outward remittance or close account in accordance with the "Regulations Governing the Deposit Accounts and Suspicious or Unusual Transactions" or other relevant laws and regulations. If the Client provides the account for illegal use, the Client shall bear the legal responsibility. Except for the prior consent of the Bank, the Client shall not use the deposit account to engage in virtual currency platform/peer-to-peer lending platform and its related transaction business. Once the Bank finds out, the Bank may refuse to do business with the Client, temporarily suspend the Client's transaction, temporarily suspend or terminate the Bank and the Client business relationship, close the deposit account unilaterally or take other necessary measures.**
41. If the Client is a foreigner or a citizen of China, Hong Kong, and Macao regions, the laws of the Republic of China shall apply to the establishment requirements, effectiveness, and method of the legal act.
42. The Client shall write all documents with black or blue brush, fountain pen or ballpoint pen, and shall add the word “only” at the end of the amount in words, or express the sum in figures, which have been mechanically authenticated to prevent erasure, is deemed to be equivalent to expressing it in words.

## **II. Foreign Currency Certificate of Deposit**

1. This Deposit refers to a time deposit, where the Client and the Bank agree on the deposit's duration and amount. The principal shall be deposited into the Bank, and in return, the Bank will issue a certificate of deposit to the Client. The Client can collect the interest and principal by presenting the certificate of deposit and specimen seal to the Bank. Such time deposit refers to the certificate of deposit (“CD”).
2. There are foreign currency time deposit and designated maturity date foreign currency time deposit under CD category:
  - (1) Foreign currency time deposit: Deposit durations include seven (7) days, fourteen (14) days, twenty-one (21) days, one (1) month, three (3) months, six (6) months, nine (9) months and one (1) year. The Client shall designate a deposit duration, amount and interest rate type, and deposit the principal at one time. The interest accrued over a full month (from the date of deposit to the same date of the next month or to the last date of the next month if no relative date) shall be calculated on a monthly basis (principal x interest rate x number of months ÷ 12 = interest amount). The interest accrued over a period of less than a month shall be calculated on the number of days (principal x interest rate x number of days ÷ number of days per year (360 days or 365 days) = interest amount). The Client shall collect the principal and interest upon the maturity date by presenting the CD and specimen seal.
  - (2) Designated maturity date foreign currency time deposit: The Client shall designate the maturity date, amount and interest rate type, and deposit the principal at one time. The interest accrued over a full month



(from the date of deposit to the same date of the next month or to the last date of the next month if no relative date) shall be calculated on a monthly basis (principal x interest rate x number of months ÷ 12 = interest amount). The interest accrued over a period of less than a month shall be calculated on the number of days (principal x interest rate x number of days ÷ number of days per year (360 days or 365 days) = interest amount). The Client shall collect the principal and interest upon the maturity date by presenting the CD and specimen seal.

### **3. Early Termination**

**For termination of deposit prior to the maturity date (including the designated maturity date), the interest shall be calculated pursuant to the following rules:**

#### **(1) Deposits with a duration of less than one month:**

##### **I. For foreign currencies for which the Bank has board interest rates for seven (7) days, fourteen (14) days, and twenty-one (21) days:**

**(i) For deposit held for less than seven (7) days, no interest will accrue.**

**(ii) Interest on a deposit held for more than seven (7) days (inclusive) but less than fourteen (14) days shall be calculated at 80% of the board interest rate for the seven-day deposit, based on the actual duration.**

**(iii) Interest on a deposit held for more than fourteen (14) days (inclusive) but less than twenty-one (21) days shall be calculated at 80% of the board interest rate for the fourteen-day deposit, based on the actual duration.**

**(iv) Interest on a deposit held for more than twenty-one (21) days (inclusive) but less than one month shall be calculated at 80% of the board interest rate for the twenty-one-day deposit, based on the actual duration.**

##### **II. No deposit interest will accrue for foreign currencies for which the Bank does not have board interest rates for seven (7) days, fourteen (14) days, and twenty-one (21) days.**

#### **(2) Deposits with a duration of one month or more:**

**I. Interest on a deposit held for more than one (1) month (inclusive) but less than three (3) months shall be calculated at 80% of the board interest rate for the one-month deposit, based on the actual duration.**

**II. Interest on a deposit held for more than three (3) months (inclusive) but less than six (6) months shall be calculated at 80% of the board interest rate for the three-month deposit, based on the actual duration.**

**III. Interest on a deposit held for more than six (6) months (inclusive) but less than nine (9) months shall be calculated at 80% of the board interest rate for the six-month deposit, based on the actual duration.**

**IV. Interest on a deposit held for more than nine (9) months (inclusive) but less than a full year shall be calculated at 80% of the board interest rate for the nine-month deposit, based on the actual duration.**

### **4. Overdue Collection**

**If the Client collects its principal and interest later than the maturity date of the CD, the interest accrued between the maturity date and the collection date shall be calculated daily at a simple interest rate based on the foreign currency demand deposit board interest rate as of the collection date, except where the maturity date is not a business day of the Bank, in which case the deposit interest for the non-business day shall be paid at the rate designated in the CD. However, if the board interest rate of the foreign currency demand deposit is adjusted between the maturity date and the collection date, the interest amount shall be calculated in stages according to the adjusted board interest rate.**

### **5. Overdue Rollover/ Rollover**

#### **(1) For deposit duration of seven (7) days, fourteen (14) days, or twenty-one (21) days:**

**Any deposit rollover made within three (3) days of the original maturity date, whether the conditions thereof are the same as the original CD, shall have interest accrued from the original maturity date.**

#### **(2) Deposit duration of one (1) month, three (3) months, six (6) months, nine (9) months or one (1) year:**

**I. Any time deposit rollover for more than one (1) month (inclusive) made within one (1) month of the original maturity date shall have interest accrued from the original maturity date.**

**II. Any time deposit rollover for seven (7) days, fourteen (14) days or twenty-one (21) days made within three (3) days of the original maturity date shall have interest accrued from the original maturity date.**

**(3) The new interest rate for the rolled-over deposit shall be based on the board interest rate as of the date of rollover.**

**(4) A deposit rollover made later than the foregoing specified period shall have interest accrued from the date of such rollover, and the overdue interest accrued between the day after the original maturity date and the day before the day of such rollover shall be calculated daily at a simple interest rate based on the foreign currency demand deposit board interest rate as of the date of rollover. However, if the board interest rate for**

foreign currency demand deposit has been adjusted, the interest amount shall be calculated in stages according to the adjusted board interest rate.

6. Automatic rollover and automatic monthly transfer of interest

(1) Automatic rollover:

Except for the designated maturity date time deposit, automatic rollover is applicable to time deposits of all deposit durations and may be made on the date of deposit or prior to the maturity date pursuant to the original designated currency, deposit duration, interest rate type and amount (A rollover of both principal and interest shall mean a rollover of a new principal amount in the aggregate amount of the original principal and interest.) The interest rate shall be based on the board interest rate as of the date of rollover.

(2) Automatic monthly transfer of interest:

The Client designates a deposit duration and amount with the Bank and deposits the principal accordingly for a time deposit of more than one (1) month. The interest accrued thereby will be automatically transferred into the demand deposit account on a monthly basis; provided, however, that the Client shall collect the principal with the CD and specimen seal upon maturity date.

7. The Client shall not assign the CD issued by the Bank to another, and the same shall not be mortgaged or pledged without the Bank's prior consent.

8. Any matter not set forth herein shall be handled pursuant to the Regulations Governing Creation of Pledge and Early Termination of Time Deposit and the laws and regulations of the Republic of China.

### III. Foreign Currency Composite Deposit

1. A foreign currency composite deposit account includes the Bank accounts of foreign currency demand deposit ("Demand Deposit"), foreign currency time deposit ("Time Deposit") and secured foreign currency loan in one and the same passbook, and the Client may make deposits, withdrawals and apply for loans with such passbook, deposit/withdrawal slip or by other agreed methods.

2. The deposit durations for Time Deposit hereunder may be seven (7) days, fourteen (14) days, twenty-one (21) days, one (1) month, three (3) months, six (6) months, nine (9) months, one (1) year and designated maturity date Time Deposit.

3. The Time Deposit opened by the Client under this account (except for designated maturity date Time Deposit) may be subject to automatic rollover on the date of deposit or prior to the maturity date, based on the original deposit type, duration, interest rate type, amount and terms. It may also be terminated early prior to maturity date or upon maturity date; provided, however, that it may not be withdrawn in cash by the Client but shall first be transferred into a Demand Deposit before being withdrawn with the passbook and withdrawal slip.

4. In case of early termination of a Time Deposit, the interest accrual shall be in accordance with the provisions of "II. Early Termination of Foreign Currency Certificate of Deposit."

5. In regard to the method for transferring a Demand Deposit to a Time Deposit, the Client may opt for automatic rollover by the Bank pursuant to the agreed terms or through over the counter at the branch of the Bank or Internet Banking for each deposit. Any change to the terms for such transfer shall be separately applied by the Client.

6. The Client shall choose whether to pledge the Time Deposit. If the Client has chosen to pledge the Time Deposit, then to be liable to the Bank for the debts secured thereby, all the Time Deposit shall be, regardless of the amount of the line of credit set by the Client, pledged to the Bank. The Client also agrees to use the savings specification set forth on the "Specification of pledged Time Deposit and Time Savings Deposit" the last page of the passbook as the document proof for the Time Deposit. The Bank will not issue an additional CD and any subsequent change in the agreed terms shall be applied for separately.

**7. If the Client chooses to pledge the Time Deposit, but there is an insufficient balance in the Demand Deposit for withdrawal or deduction to cover any amount payable as mandated by the Client, the Client shall permit a drawdown on the Time Deposit to an extent not exceeding 90% of the total pledged Time Deposit (based on the sum of each Time Deposit in the same currency) in the unit of "dollar" or the previously designated maximum line of credit (not exceeding 90%). Such loan shall be automatically offset upon being deposited into the Demand Deposit or when the Time Deposit is terminated and transferred to the Demand Deposit. The aforementioned loan amount shall be based on the overdraft balance recorded in the Bank's Demand Deposit account. The Client shall not be required to sign a separate loan agreement.**

8. The Bank shall be authorized, pursuant to the specified terms between the Client and the Bank, to pay any and all Time Deposit interest automatically to the Client's Demand Deposit or Time Deposit account. Upon the maturity date, the Bank shall be authorized to automatically rollover the deposit principal pursuant to the original duration, interest rate type and deposit type. If the Client has previously chosen to pledge the deposit, the deposit shall continue to be used as collateral for the loan. However, the designated maturity date Time Deposit shall only be authorized to automatically transfer to a Demand Deposit upon maturity date.

9. The line of credit shall be limited to 90% of the aggregate amount of the pledged Time Deposit in the same currency in the unit of "dollar", or the designated maximum line of credit in each currency. In cases where the loan principal and interest in each currency exceed the maximum line of credit in the same currency, the Client, upon being notified by the Bank, shall promptly deposit the excess amount in the Demand Deposit account for

- further offset. If, however, the Client fails to pay off such excess amount within two (2) months of the Bank's notification, the Bank may unilaterally terminate the Time Deposit and transfer it into Demand Deposit account to pay off the principal and interest of the loan.
10. Any and all interest on the Demand Deposit, Time Deposit or loan shall be calculated pursuant to the Bank's board interest rate. **Unless the Client agree to adopt a fixed interest rate, all deposit and loan interest rates will be adjusted accordingly from the adjustment date when the interest rates are adjusted, and the Client has no objection.**
11. The automatic rollover Time Deposit interest rate shall be determined based on the Bank's board interest rate for the same currency, deposit duration and interest rate type as of the date of rollover; provided, however, that the Client may negotiate the renewal interest rate with the Bank during the service hours on the maturity date. If the maturity date falls on non-business day, the renewal interest rate on a Time Deposit may be negotiated on the first business day after such non-business day. Should the Client fail to negotiate a new deposit interest rate pursuant to the foregoing terms or if such negotiation is unsuccessful, the automatic rollover Time Deposit interest rate shall be determined based on the Bank's board interest rate for the same currency, deposit duration and interest rate type as of the date of rollover.
12. Interest payable or receivable on the deposit and loan shall be calculated pursuant to the Bank's regulations and the Bank shall be authorized to deposit such interest directly into the Time Deposit or Demand Deposit by automatic transfer, or to offset such interest from the deposit or to roll such interest into the loan amount.
13. **Interest of the loan shall be calculated on a daily basis at each Time Deposit interest rate of the Client plus 1.5% per annum, and the Client agrees that in the event that such Time Deposit interest rate is adjusted, the aforementioned interest rate shall be adjusted accordingly on the date of the said adjustment. In pledging the deposits, the first priority shall be given to the Time Deposit with the lowest interest rate compared in the same currency and then from the Time Deposit with the second lowest deposit interest rate to the one with the highest deposit interest rate. Whichever loan with the highest annual interest rate shall be repaid with first priority and the remaining loans shall be repaid in order of priority from the loan with the second highest interest rate to the one with the lowest interest rate.**
14. The maturity date of the loan shall not be later than the maturity date of the pledged Time Deposit; provided, however, that the term of such loan may be extended accordingly if the pledged Time Deposit is automatically rolled over.
15. **The Client shall pay off all the loan principal and interest when terminating the Agreement.**
16. The Client shall not assign or pledge any deposit of this account to a third party other than the Bank.
17. **In the event of any of the following circumstances, the Client shall lose its right over the loan repayment period and the Bank may terminate the Time Deposit under this composite account. The loan will be deemed matured and the Client agrees to immediately pay off or allow the Bank to enforce the pledge pursuant to the laws; the Client shall not raise any objection against the Bank.**
- (1) **Events which do not require the Bank's prior notice or exhortation: The Client shall apply for reconciliation, bankruptcy, reorganization, cessation of business, debt clearance pursuant to the Bankruptcy Law, or any such application is filed against the Client, or the Client has been sanctioned for unlawful use of credit instrument by a clearing house.**
- (2) **Events which require the Bank's prior notice or exhortation within a reasonable period of time: compulsory enforcement, provisional attachment, provisional injunction, other provisional remedies or when the loan and interest payable exceed the aggregate amount pledged by the Client with its Time Deposit.**
18. **Offsetting**
- (1) **Upon the maturity (including deemed maturity) of any of the Client's debts to the Bank, the Client agrees that the Bank shall have the right to use all funds deposited with the Bank by the Client, the balance of funds in the account, and all claims against the Bank to offset all debts of the Client to the Bank unilaterally. Even if such deposits and debts are not yet due and payable, the Bank may still set them off in advance and use the amounts repaid in advance against all debts owed by the Client to the Bank unilaterally.**
- (2) **In the event that the Client's other creditors carry out compulsory enforcement against the Client's various deposits with the Bank or the balance of funds in the account and an enforcement order (including but not limited to seizure order, collection order, transfer order, or payment transmission order) is issued by the relevant enforcement court against the Bank in respect of such deposits or the balance of funds in the account, the Bank shall be entitled to assert that the Client's debts to the Bank in an amount equal to the balance of deposits or funds or other claims actually seized by such enforcement or other legal action of similar effect shall, without notice or demand by the Bank, be immediately deemed to be prematurely due and exercisable against it.**
- (3) **The offsetting in the two preceding paragraphs shall take effect retroactively from the time the Bank makes the offset in its account after the Bank's offset notice has been delivered or deemed to have been delivered to the Client. Meanwhile, the relevant vouchers issued by the Bank to the Client shall lose their validity to the extent of offset.**

- (4) **If the Client has other property stored with the Bank, the Bank may place a legal lien on or set off such property until the Client has repaid all of its debts.**
- (5) **If the set-off amount is not sufficient to offset all of the Client's debts to the Bank, the Client shall remain liable for repayment.**

#### **IV. Provisions for Internet Banking Service**

1. Internet Banking uses SSL and digital signatures encryption for message transmission, and provides services such as account inquiry, transfer, remittance, issuance/amendment for import letter of credit and repayment. Change of the user name and password will be required upon first login to the Internet Banking. The password shall contain no less than six (6) digits. The password set up by the Client shall be kept confidential and the Client may reset the password at any time, with the number of times being unlimited. **The Client shall be held liable for any dispute arising from divulgement of the password which shall not involve the Bank at all. The password sheet shall be valid from the date of application to the day before the same date of next month (i.e. valid for a month). If the Client fails to change the password during the effective period of the password sheet, such password sheet shall cease to be valid, and the Client shall reapply to change the password at the Bank. The Client is required to provide its email address to the Bank for the purpose of sending electronic messages.**
2. Definitions
  - (1) "Internet Banking Service" refers to each financial service provided by the Bank through Internet connection between the Client's computer or electronic equipment and the Bank's computer so that the Client does not need to go to the Bank's counter in person.
  - (2) "Electronic message" refers to messages transmitted by the Bank or the Client through the Internet.
  - (3) "Digital signature" refers to electronic messages are converted into digital information of a particular length by algorithm or other methods of calculations, and then encrypted by the signatory's private key to form an electronic signature which can be verified through a public key.
  - (4) "Electronic Certificate" refers to an electronic message executed through digital signature by the certificate issuer which is used as digital evidence to ascertain the identity of the applicant (i.e. the Client) and demonstrate that the applicant indeed holds a set of corresponding public key and private key.
  - (5) "Private key" refers to a set of corresponding digital information in which the signature issuer holds such digital information used to decrypt electronic messages and create digital signatures.
  - (6) "Public key" refers to a set of corresponding digital information which is used to encrypt electronic messages or verify the identity of a signatory and the authenticity of a digital signature.
  - (7) "Service hours" refers to
    - (i) Inquiry services: in principle, 24 hours a day, every day, subject to the Bank's website announcements.
    - (ii) Transaction and transfer request: 9am-3:30pm, on the Bank's business day
  - (8) "Mobile device" refers to devices with communication and networking functions including but not limited to smartphones and tablet computers.
  - (9) "App" refers to an application program installed on a mobile device.
  - (10) "Binding mobile device" refers to the Client installs the App designated by the Bank (such as Chang Hwa Bank Corporate Mobile Internet Banking App) on the mobile device, and enters relevant information according to the instructions to complete the binding process.
3. Client can use the computer or the mobile app designated by the Bank to handle various Internet Banking services.
4. To apply for any Internet Banking services, the Client or its representative shall bring the Client's identity documents or other relevant incorporation documents issued by the competent authority, passbook, specimen seal to the Bank in person. If the representative is unable to do so in person, the representative may provide a notarized or attested Power of Attorney (the "POA") or a director POA signed by the director of the Client that had been seen and verified by the Bank and the authorized person shall accordingly bring the POA (director POA), the Client's passbook and specimen seal, and the authorized person's own identity document to proceed with the application for Internet Banking services.
5. **Once the Client enters incorrect password for a consecutive four (4) times in logging onto the Internet Banking account, the Bank shall automatically suspend the Client to use the Internet Banking services. If the Client intends to resume such use of services, the Client shall apply for a change of password in person at the Bank.**
6. Import Business
  - (1) The Client agrees to allow the foreign exchange center designated by the Bank or a designated foreign exchange unit to issue /amend letter of credit, provide import documents arrival notice, make repayment, etc.
  - (2) The Client shall comply with the current Uniform Customs and Practice for Documentary Credits and Supplement for Electronic Presentation (eUCP) of the International Chamber of Commerce and other relevant regulations and practices.
  - (3) The Client shall also comply with the guarantee, credit agreement, import financing agreement, application for issuance of letter of credit agreement, application for amendment of letter of credit agreement, etc.,

entered into by both parties.

- (4) **The Client agrees and understands that the Bank may unilaterally reject the Client's application for issuance or amendment of a letter of credit without the Client's consent if any of the terms is not accepted by the Bank.**
- (5) The Client agrees to authorize the Bank to unilaterally correct any error, if found by the Bank, in the margin, other relevant fee or interest in connection with the Client's application for issuance/amendment of an import letter of credit or repayment.

#### 7. Outward Remittance

- (1) In the course of the Client's outward remittance via Internet Banking, should such transaction violate the regulations of the competent authorities or be suspended by the competent authorities which causes the Bank to be unable to perform or complete such transaction, the Bank shall have the right to cancel said outward remittance; provided, however, that the Bank shall return the remittance, handling fee and cable fee to the Client's outward transfer account.
- (2) The Client agrees that the Bank shall not be obliged to return any payment prior to the Bank's receipt of any refund from the correspondent or paying bank and that such refund may be returned to the original outward transfer account after the Bank deducts each of the fees charged by the correspondent or paying bank.
- (3) The Client agrees to authorize the Bank to unilaterally correct any error found by the Bank in the relevant fees relating to the Client's application for remittance.
- (4) The Client may customize the daily outward remittance limit of designated and/or non-designated account. If the Client does not do so, the maximum of the daily sum of outward remittance of each outward transfer account shall be the available balance of such account.
- (5) **The upper limit of batch remittance via Internet Banking is the Client's available balance and shall not be subject to the customize limit of outward remittance set up by the Client.**
- (6) **Unless otherwise stipulated by the laws, regulation or the competent authorities, any newly designated inward transfer account shall become effective two days after the application.**
- (7) When the Client conducts outward remittance through the Bank's Internet Banking, the Bank will handle the outward remittance according to the Client's outward remittance instructions, and the Client is willing to check and confirm the outward remittance information by itself. Any losses caused by incorrect account numbers, repeated remittances or wrong remittances shall be borne by the Client, and the Bank shall not be responsible.

#### 8. Foreign Currency Transfer

- (1) Demand deposit transfer between different foreign currencies: shall mean that the Client, via Internet Banking, transfers OBU foreign currency demand deposit to its another OBU foreign currency demand deposit account in a different currency.
- (2) Demand deposit transfer in the same foreign currency: shall mean that the Client, via Internet Banking, transfers OBU foreign currency demand deposit to its foreign currency demand deposit account in the same currency at the Bank's OBU or to a third party's foreign currency demand deposit account in the same currency at the Bank's OBU.
- (3) Transfer of composite demand deposit to composite time deposit: shall mean that the Client, via Internet Banking, transfer OBU foreign currency composite demand deposit to its OBU composite time deposit in the same currency and same passbook.
- (4) Transfer limit: The Client may customize the transfer limit for each transfer and/or the daily transfer amount of its designated and/or non-designated account for inward transfer. If the Client does not customize the transfer limit, the maximum of each transfer and the daily transfer amount for each outward transfers account shall be the available balance of the Client's outward transfer account.
- (5) **Automatic re-deduction service in case of insufficient deposit balance: Should the Bank fail to deduct any amount for the first time on the payment date due to insufficient balance in the Client's outward transfer account, the Bank shall re-deduct the same amount every hour on the hour until 3pm of the payment date; provided, however, that if such re-deduction is still unsuccessful at 3pm, the Bank shall notify the Client by phone or email (pre-application for such notification service is required).**

#### 9. Scheduled Transaction

- (1) The Client agrees that the Bank may unilaterally handle scheduled transactions such as issuance of letter of credit, amendment of letter of credit, foreign currency remittance, foreign currency transfer, repayment of import facilities (only for those facilities which interest accrued in fixed rate and repay in the original currency) via the Internet Banking system and automatically deduct the amounts payable from the outward transfer account on the scheduled date for the transaction. The Client shall have no dispute over the amounts deducted by the Bank.
- (2) Scheduled Transaction Date
  - (i) The date for accepting of scheduled issuance/amendment of letter of credit and foreign currency remittance: any day between the Bank's business day after the processing date and the 6th month thereafter.
  - (ii) The date for accepting of scheduled foreign currency transfer: any day between the Bank's business day



after the processing date and the 6th month thereafter; provided, however, that the date for accepting of scheduled foreign currency transfer between different currencies shall be any day between the Bank's 1st business day and the 2nd business day after the processing date.

(iii) The date for accepting of scheduled repayment of import financing: Any day between the Bank's business day after the processing date and the expiration date of the repayment, or, for those without any expiration date, any day between the Bank's business day after the processing date and the 6th month thereafter.

(iv) Should such "any day" not be a Bank's business day, the transaction shall be postponed to the next business day of the Bank.

**(3) If the Client intends to cancel any of the foregoing scheduled transactions, the Client shall apply no later than one (1) day before the scheduled date of transaction via Internet Banking or over-the-counter service. Prior to such cancellation, the Bank shall continue to process such transaction pursuant to the previous specified terms.**

(4) Upon the Client's change of Internet Banking password, suspension/revocation of electronic certificate or suspension/termination of Internet Banking service, all transactions scheduled prior to the aforementioned arrangement shall still be valid except for transactions having been canceled pursuant to the foregoing provisions, and the Bank shall continue to process those transactions pursuant to the previous specified terms.

(5) In the event that the Bank is unable to execute the transaction as originally specified due to force majeure such as computer failure or network disconnection, the Client agrees that the Bank may re-execute such transaction after the problem is removed and be free from any liability for compensation.

#### 10. Security Control Service for Electronic Certificate

##### (1) Electronic Certificate Carrier Service

The Client shall pay all relevant fees of the electronic certificate carrier pursuant to the Bank's announcements, keep the electronic certificate carrier and its password safe, and use the electronic certificate carrier only within the scope stipulated by the Bank. **The Client shall apply for re-issuance or unlocking of the electronic certificate carrier through over the counter if its electronic certificate carrier is lost, stolen or if the Client forgets the password of its electronic certificate carrier or locked because the Client has entered incorrect passwords for consecutively over ten (10) times. The Client shall immediately change the password should the password become known to any third party.**

##### (2) Relevant agreement for electronic certificate

(i) **The Client shall pay all relevant fees of electronic certificate pursuant to the Bank's announcements and only after connecting to the Bank's website and applying for a electronic certificate based on the security control software, electronic certificate carrier and its password provided by the Bank shall the Client conduct any transaction. The Client also agrees to comply with the electronic certificate terms of the authentication company outsourced by the Bank.**

(ii) **The valid period of electronic certificate shall be used for either one (1) or two (2) years. The Client shall log onto Internet Banking and make renewal within thirty days before the expiry date of the electronic certificate if the Client plans to continue using its electronic certificate. The renewal fee shall be paid by the Client's outward transfer account via Internet Banking at the time of renewal. The valid period of the renewed electronic certificate is the relative date after the expiry date plus the original valid period – either one year or two years (having the same previous valid duration). In case of overdue or unsuccessful renewal, the Client shall reapply for an electronic certificate with over-the-counter service.**

(iii) In the event that the electronic certificate is lost or stolen, the Client shall apply for "suspension of electronic certificate" or "revocation of electronic certificate" via Internet Banking or through over the counter service.

(iv) In the event that the electronic certificate has been suspended but needs to be reactivated, the Client shall apply for "resume of electronic certificate" through over the counter service.

(v) In the event that the electronic certificate has been revoked but needs to be reactivated, the Client shall apply for a new electronic certificate through over the counter service.

11. Unless otherwise agreed herein, The Client agrees that each transaction or transfer made through Internet Banking, shall be limited to the amount equivalent to the maximum amount in USD regulated by the Bank for each transaction or the sum of all transactions made within the day (Any subsequent change of relevant regulations shall be publicly announced at the Bank's business venues or on the Bank's website.). The Client shall be responsible for any transaction which violates the restrictions prescribed by the laws and regulations or exceeds the limit regulated by the Bank and thus cannot be processed through Internet Banking.

#### 12. Applicable Foreign Exchange Rate

(1) The Client agrees and understands all the exchange rates obtained through Internet Banking, Chang Hwa Bank's global website (<https://www.bankchb.com/>) or fax shall be for reference only. The actual transaction price shall be governed by the exchange rate as published on the Bank's board exchange rate at the time of processing transaction, unless otherwise agreed by both parties. Where deemed necessary by

the Bank according to the actual circumstance, the Bank may suspend any relevant service hereunder in case of dramatic fluctuations in the foreign exchange market.

- (2) Exchange rate for calculation of foreign currency transaction limit: The limit for any transaction during the business hours shall be based on the spot exchange rate of each foreign currency to USD published by the Bank. The limit for any transaction out of business hours shall be based on the spot exchange rate of each foreign currency to USD published by the Bank on the previous business day.
- (3) The Bank may only handle transfer and outward remittance in the same currency while the Bank's foreign exchange rate has been temporarily suspended for any reason, all other business shall be handled in person through over-the-counter service

### 13. Cancellation of Transaction

#### (1) The Client's application for cancellation of transaction (import and outward remittance only)

- (i) Should a transaction have been processed by the Bank, the Client may notify the Bank in writing and such transaction shall only be cancelled with the Bank's approval.
  - (ii) In the event of any foreign exchange loss incurred by the Bank because of an unsuccessful or cancelled transaction after the Client has agreed on a foreign exchange rate with the Bank, the Bank may charge the Client such foreign exchange loss and may suspend the Client's authority to conduct any transaction involving foreign exchange via Internet Banking.
- (2) In the event of any failed recordation or rejection of the Client's application for any service hereunder, or upon being notified by the Bank, the Client shall resume the application through over the counter if necessary.

### 14. Transaction Certificate

After the Client conducts a transaction in the Bank's Internet Banking, the Client may request a transaction certificate from the Bank within seven business days from the next business day for verification by the Client. When the Client inquires about a specific transaction in the Bank, the Client should provide serial number and transaction date. If the Client finds any discrepancies, the Client should submit the relevant supporting documents to apply to the Bank for correction within seven business days from the date of issuance of the transaction certificate by the Bank, otherwise, the transaction performed by the Client is deemed to be correct.

### 15. In the event of closure of business at the Bank's foreign exchange center or a designated foreign exchange unit in the course of the Client's application of any transaction via Internet Banking, the Client agrees that the Bank may postpone processing such transaction until the business resumption day of the Bank's foreign exchange center or its designated foreign exchange unit.

### 16. Regulations of the designated account for inward transfer

- (1) A maximum of twenty-five (25) designated inward transfer accounts may be set up for each outward transfer account.
- (2) Unless otherwise stipulated by the laws, regulation or the competent authorities, any newly designated inward transfer account shall become effective two days after the application, **but effective on the day of application for those accounts opened at the Bank by the Client.**
- (3) Application to cancel designated account for inward transfer :
  - (i) The Client shall apply in person with the identify related documents, passbook and specimen seal at any branch of the Bank.
  - (ii) The Client may apply to cancel designated account for inward transfer through Internet Banking or by calling the Bank's customer service center (at 412-2222).
  - (iii) Such cancellation shall become effective upon the Bank's completion of recordation and any transaction made pursuant to the previous specified terms prior to such recordation shall be effective and accepted by the Client.

### 17. After applying for "Authorization Center" service with the Bank, the Client (or the main authorizer) may authorize a third party to use the Bank's services within the limits of administrator's authorization and may set up the limits of each transaction sub-system, single transfer limit and daily transfer limit of the authorized person under each transaction sub-system. If the Client (or the main authorizer) sets up such limit at an amount less than the amount prescribed by the Bank, the authorized person shall be bound by such lower limit. In the event that the authorized person intends to change its authorized limits on business needs, the authorized person may consult the Client (or the main authorizer) and change the Internet Banking setting directly without entering into a separate agreement with the Bank. **Any loss incurred by the Client (or the main authorizer) by the negligence or ill management of the Client (or the main authorizer) or the authorized person shall be borne by the relevant party and shall not involve the Bank.**

### 18. Any transfer instructed later than the transaction cutoff time (3:30pm every business day) or on a non-business day shall be settled on the next business day. The Client shall avoid giving instructions near the end of the transaction cutoff time so as not to cause any delay.

### 19. Whether a transfer is an overdue transaction shall be determined by the time the Bank receives the information file thereof.

### 20. Shared Service

Should the Client, also a authorizer, apply for the Internet Banking shared service, any authorization made by the Client shall not affect the Client's use of Internet Banking; provided, however, that each transaction limit (e.g. single and daily aggregate transaction amount) for the Client and authorized person of such shared service (i.e. the representative) shall be calculated together and take into consideration the provisions herein, unless otherwise agreed mutually by the Client and the Bank.

The Client, as an authorization user of the Internet Banking shared service, shall apply to suspend the use thereof in person at the Bank if it intends to stop using Internet Banking temporarily after granting any authorization. Should the Client intend to resume Internet Banking, it shall apply in person at the Bank.

#### **Other Terms and Conditions**

- 21. The notification service shall be for reference only; the Client shall confirm the accuracy of the content of any notice on its own. The Bank shall not be liable for all potential damages arising from any error in the content of such notice or failed delivery of a notice for any reason. The Client agrees to authorize the Bank to deduct any and all fees in connection with the Client's application for the Bank's notification service from the Client's account for outward transfer.**
22. The Client agrees that in respect of any transaction made via Internet Banking with password or electronic certificate or by other methods provided herein, any such withdrawal shall be made free from passbook and shall have the same force and effect as a withdrawal or transfer made with the Client's deposit passbook and a completed withdrawal slip affixed with the specimen seal. The records in the Bank's system shall be referred to for the account balance after such transaction.
- 23. After making outward transfer, the Client agrees that the records in the Bank's system shall govern if the passbook and the Bank's statement indicate different balances prior to passbook update, unless the Client can prove the Bank has erred in its recordation of transactions through other methods.**
24. The Client may use Internet Banking at any time or the representative of the Client may use the customer service center to apply for suspension the transfers and payments for all automated transactions set up in the designated outward transfer account (including Internet Banking and Mobile Banking), or suspension of the Client's account. However, the above-mentioned application shall become effective upon the Bank's completion of recordation and any transaction made pursuant to the previous specified terms prior to such recordation shall be effective and accepted by the Client. If the Client needs to continue to use Internet Banking-related services, the representative of the Client should go to the branch where the account was opened to handle the revocation with its ID card, passbook and specimen seal.
- 25. Each transfer or remittance via Internet Banking by the Client shall be made only after verification by the Client and the Bank shall make payment pursuant to the Client's instruction. Any losses arising from operational mistake or incorrect beneficiary account number entered by the Client, that result in payment being made to a third party account, shall be borne by the Client and shall not involve the Bank.**
26. The Bank and the Client agree to transmit electronic messages through the designated networks. The Bank and the Client shall enter into an Internet Service Agreement with each internet service provider with respect to the rights and obligations under each legal relationship and bear their own part of the internet fees.
27. After the Bank receives an electronic message containing a digital signature or one that has been agreed upon by the Bank and the Client for identity verification purposes, the Bank shall promptly examine or process, and notify the Client of such examination and processing results. Any electronic message the Bank or the Client receives from the other party, if with illegible content, shall be deemed as having not been delivered ab initio; provided, however, that the Bank shall immediately notify the Client of the fact of unidentifiable content if the Client's identity can be ascertained from the electronic message.
- 28. In the event of any of the following situations, the Bank shall not perform any electronic message it receives:**
  - (1) There are specific reasons to suspect the truthfulness of such electronic message or the accuracy of the matter specified therein;**
  - (2) The Bank will violate the relevant laws, regulations or the Agreement by processing the electronic message;**
  - (3) The Bank is unable to deduct the fees payable by the Client from its account;**
  - (4) Other situations deemed by the Bank as necessary not to perform such electronic message.**
29. Electronic messages are automatically processed by the Bank's computer. **Any electronic message delivered by the Client to the Bank shall not be recalled, annulled or revised (replaced); however, unexpired scheduled transaction may be recalled, annulled or revised (replaced) within the specified period of time.**
30. The Bank shall notify the Client via electronic messaging or by other means mutually agreed by both parties upon the completion of each transaction instruction, and the Client shall subsequently check whether the transaction result is correct or not. In case of any error, the Client shall notify the Bank for investigation within forty-five (45) days upon the completion of transaction. The Bank shall send a monthly e-statement of the transactions dated the prior month (except where there are zero transactions in that month) by regular mail

or other method agreed with the Client, and the Client shall check and in case any error is found in the statement as a result, notify the Bank for investigation within forty-five (45) days of receipt of the statement. The Bank shall immediately investigate in response to the Client's notice and inform the Client of the status or result of such investigation within thirty (30) days of receipt of the Client's notice. The Client shall be deemed as having confirmed the accuracy of the e-statement if it does not notify the Bank to investigate within the foregoing specified period of time.

If the Client conducts transactions through Corporate Internet Banking in order to obtain any goods or services from a third party, if any dispute arises, the Client shall negotiate with the third party and have nothing to do with the Bank.

The Client may apply to change the delivery method of the e-statement (by paper or email), and may also change the email address or mailing address for sending the e-statement. The Client agrees that e-statement sent by the Bank by e-mail has the same force and effect as the e-statement sent by paper.

If the email address or mailing address provided by the Client is wrong, the email address or mailing address has not been changed, or other reasons not attributable to the Bank, the e-statement is sent incorrectly, cannot be sent, or all other damages arising therefrom shall be borne by the Client, and shall not involve the Bank.

If the e-statement cannot be sent due to the wrong e-mail address provided by the Client, and the situation lasts for more than three times consecutively, the Client agrees that the Bank can send it in physical paper instead.

The Client hereby declares that it has truly understood that the e-statement sent by email is transmitted through the Internet and has certain risks (including but not limited to being accessed, read, modified, use or transmit to others), and agree to bear this risk.

31. In the Client's use of the services hereunder, should any error occur in its electronic message due to reasons not attributable to the Client, the Bank shall help the Client correct such error and provide other necessary assistance. If, however, due to the Bank's computer system failure or inaccurate entry into account, there is any error in the bank statement, the Client agrees that the Bank may unilaterally make corresponding correction and simultaneously notify the Client via electronic messaging or by other method mutually agreed by both parties. The corrected amounts or settlement balance amounts appearing in the computer master file shall govern; provided, however, that the Bank shall take the responsibility to correct any error in such statement or computer master file as proved by the Client.
32. **The Bank and the Client shall ensure that any and all electronic messages delivered to the other party are duly authorized. In the event the Bank or the Client discovers any third person has usurped or appropriated the user code, password, electronic certificate or private key, or other unauthorized event, such party shall immediately notify the other party via phone, in writing or by other means mutually agreed by both parties to cease using the service and adopt protective measures. Prior to receiving such notice, the Bank shall not be held liable for services used by such third party which have been in effect, unless the Bank fails to identify the electronic messages as not being duly authorized due to its own willful act or gross negligence.**
33. The Bank and the Client shall ensure the security of electronic messages respectively to prevent business records and information from being unlawfully accessed, stolen, tampered or destroyed. The Bank shall be responsible for losses arising from any hack of the Bank's protective measures for Internet Banking or use of a vulnerability in Internet Banking by a third party.
34. **Unless otherwise stipulated by the laws, the Bank and the Client shall ensure that any and all electronic messages communicated between them or information obtained from the other party because of the use or performance of the Agreement by either party shall not be disclosed to any third party or used for purposes unrelated to the Agreement. Should either party disclose any of the foregoing messages or information to a third party with the other party's consent, such party shall cause such third party to bear the confidentiality obligation of this article.**  
**If such third party fails to comply with such confidentiality obligation, such party who disclose to such third party shall be deemed as violating its obligations.**
35. **In the event that either party suffers damages because of any delayed, missing or incorrect electronic message, caused by any event attributable to the other party, sent or received pursuant to the Agreement, the Bank and the Client agree that such other party shall be liable only for the direct damages (excluding the loss of profits) and interest thereon.**
36. **Unless due to force majeure, the Bank or the Client shall be liable for damages suffered by the other party as a result of non-performance or delayed performance of the obligations in connection with the Agreement. The Bank may suspend services in case of its operational disabilities caused by power outage, brownout, computer system failure or other force majeure events, and in the event of any losses suffered by the Client as a result, the Client agrees to release unconditionally the Bank from any and all possibly related responsibilities.**
37. The Bank and the Client shall safe keep all electronic messages of transaction instructions and shall ensure the truthfulness and completeness of such records.

**The Bank shall exercise its due care of a good administrator with respect to the safekeeping of the**

foregoing records. The retention period shall last for at least five (5) years, and the records held by the Bank shall be deemed as true if there is no counterpart held by the Client.

38. Both parties agree that any and all electronic messages communicated pursuant to the Agreement shall have the same force and effect as written instruments.
39. **The Bank shall notify the Client in writing 30 days prior to the date of termination of the Agreement by the Bank; provided, however, that in the event of any of the following circumstance happens to the Client, the Bank may at any time notify the Client in writing or by other means as mutually agreed by both parties to terminate the Agreement or suspend the use of any service hereunder:**
- (1) The Client assigns any of the rights or obligations hereunder to a third party without the Bank's prior consent;**
  - (2) The Client is declared bankrupt or reorganized by a court;**
  - (3) The Client violates Articles 32-34 of the Agreement;**
  - (4) The Client violates any other provision of the Agreement and fails to perform after reminders or requests for performance by the deadline;**
  - (5) There is suspiciously illegal or illegitimate use of the Client's deposit account.**
40. Should the Client intend to terminate Internet Banking service, it shall fill out the application form which shall become effective upon the Bank's completion of recordation in the computer system, and shall reapply for the service if the Client intends to resume using it. Where the designated inquiry, outward transfer and inward transfer accounts have been closed, the agreement between the Client and the Bank shall automatically become null and void, and the Client shall not be required to fill out the application form.
41. **Unless otherwise agreed, any and all fees payable for the transaction services used by the Client shall be accordance with the Bank's "Standard Tariff - Foreign Exchange Service (Offshore Banking Unit)". After the parties enter into the Agreement, unless otherwise stipulated by the laws, regulations or competent authorities, the Bank shall announce any adjustment to the foregoing standard tariff, Internet Banking services, outward transfer amount, service hours and other relevant regulations no less than 60 days prior to the date of adjustment on the noticeable areas of the Bank's website and simultaneously inform the Client that it may terminate the Agreement during such period, and failure to do so in time shall mean that the Client accepts such adjustment.**
- The Bank is authorized to directly deduct any interest, handling fee or other fees incurred from each transaction the Client makes via Internet Banking from the Client's outward transfer account.**
42. The Client agrees that the Bank, where necessary, may outsource information processing business or other electronic customer services businesses relating to Internet Banking to a suitable third party or other financial institutions.
43. Unless otherwise agreed by both parties, any matter not set forth herein shall be construed pursuant to the laws and regulations of the Republic of China. Both the Client and the Bank agree to submit any dispute arising out hereof or in connection herewith to the local court of the place where the account was opened or the Taiwan \_\_\_\_\_ District Court as the court of first instance.
44. **The Client agrees that the correspondence address or email it left for account opening shall be the service address for all relevant documents. Any change of such address or email shall be immediately notified to the Bank in writing or by other means as mutually agreed by both parties, and the agreed-upon change of address or email shall serve as the service address. If, however, the Client fails to give a written notice thereof or by other means as otherwise agreed by both parties to the Bank, the correspondence address or email originally left for account opening or the address or email most recently notified to the Bank shall continue to be used by the Bank as the service address of the Client. Any notice of the Bank, if posted, shall be deemed as having been delivered after the elapse of the usual mailing time, and if emailed, shall be deemed as having been delivered at the "sent time."**

## **V. Foreign Currency Inward Remittance**

1. The Client agrees that if the English account name and account number as instructed in the remittance message instruction are consistent with the information retained by the Client with the Bank when opening the account, and if the information in the remittance message is complete and no other instructions are given, the Bank may directly credit the remittance amount into that account of the Client without having the Client to sign on the Advice of Inward Remittance. However, the Client is still required to provide the nature of the inward remittance transaction and shall have no defense against the Bank on the ground that the Advice of Inward Remittance is not signed.
2. If the inward remittance cannot be completed due to incomplete or incorrect information of the remitter/beneficiary, or failure to contact the Client to obtain the required information for foreign exchange declaration or other reasons not attributable to the Bank, unless otherwise agreed, the Client agrees that the Bank may unilaterally return the remittance after deducting the relevant fees.
3. The Client authorizes the Bank to deduct the fees payable by the Client from the inward remittance amount or from the deposit account opened by the Client with the Bank.
4. **The Client agrees that the date on which the remittance amount will be credited to the account shall be**



**the date on which the Bank confirms receipt of the funds but not the value date on the inward remittance message instruction, and the Client shall not use it as a cause to hold the Bank liable for the loss caused by the deferred credit of remittance amount. If the remittance amount is credited to the account prior to the Bank's receipt of such funds, the Client agrees to return such amount immediately upon notice from the Bank if the Bank does not receive the funds or if there is any dispute subsequently.**

5. If the Bank determines that the inward remittance to have insufficient information or suspects it to be a unusual transaction (including but not limited to suspected illegal activities, suspected money laundering or terrorist financing or weapons proliferation activities, high-risk areas or special cases of illegal media reports, etc.), the Client shall cooperate with the Bank's review by providing the required information or a description of the nature and purpose of the transaction or the source of funds. If the Client does not cooperate or fails to reasonably explain, the Bank may suspend or decline the transaction or suspend or terminate the business relationship, unilaterally close the account, or take other necessary measures.
6. The Client agrees that the Bank and the financial institution associated with the remittance transaction may collect, process and use (including cross-border transmit) its personal data under the purpose of completing the business service as required by law.

#### Exhibit I

**Table of Minimum Balance to Open an Account/Bear Interest and Unit of Interest  
Calculation for Foreign Currency Deposits**

Currency	Demand Deposit		Time Deposit
	The Minimum Balance to Bear Interest	The Minimum Balance to Open an Account/ The Unit of Interest Calculation	The Minimum Balance to Open an Account
USD	<b>300</b>	100	1,000
AUD	<b>300</b>	100	1,000
CAD	<b>300</b>	100	1,000
HKD	<b>3,000</b>	1,000	10,000
GBP	<b>200</b>	100	1,000
SGD	<b>300</b>	100	1,000
ZAR	<b>3,000</b>	1,000	10,000
SEK	<b>3,000</b>	1,000	10,000
CHF	<b>300</b>	100	1,000
JPY	<b>30,000</b>	10,000	100,000
THB	<b>10,000</b>	1,000	50,000
EUR	<b>300</b>	100	1,000
NZD	<b>200</b>	200	1,000
CNY	<b>1,000</b>	1,000	10,000

Remark: The minimum balance to open an account/bear interest and unit of interest calculation for composite deposits shall be accordance with this table regarding demand deposit and time deposit.

Note : In case of any discrepancy between the English version and the Chinese version of this Agreement, the Chinese version shall prevail.



## Chang Hwa Bank Notification for the Collection, Processing and Use of Personal Data

Version:111.08.31

Dear Client,

The collection of your personal data affects your right to privacy. As a result, in accordance with Article 8, Paragraph 1 of Personal Data Protection Act (the "PDPA"), Chang Hwa Bank (the "Bank") shall expressly inform you the following issues whenever personal data is collected:

**I. Regarding the personal data collected by the Bank, please carefully read the following data regarding the purpose of collection, categories of personal data and time period, territory, recipients and methods of which your personal data is used.**

**(1) Purpose: The specific business purposes and codes selected and applied in the Annex.**

(2) Categories of personal data collected: Name, ID card number, gender, date of birth, contact information, nationality, place of birth, residence, items of the household registration, portrait, individual description or physical description as well as any other data which can identify the individual; fingerprints, voiceprint (voice), other biometric identifiers, webpage browse records, mobile service usage records and their analysis data, and other data detailed in the relevant applications form or contracts/agreements. The personal data is based on data the Bank collected from the business, accounts or services provided to the client or from third parties (including but not limited to the Joint Credit Information Center).

(3) Time period: The time period for the retention of personal data for specific purposes, the time period mandated by the relevant laws and regulations (such as the Business Entity Accounting Act, the Money Laundering Control Act, and the Tax Collection Act, etc.), or the time periods in line with business needs or individual contracts (the longer period shall be applied).

(4) Territory: The location, whether in Taiwan or overseas, of the recipients indicated in the following paragraph "Recipients".

(5) Recipients: The Bank (including service providers engaged with the Bank), branches of the Bank and subsidiaries (such as Chang Hua Commercial Bank, Ltd., Chang Hwa Bank Venture Capital Co., Ltd. etc.) the institution using the data in compliance with regulations, the institutions in relation to relevant business (such as correspondent banks, the Joint Credit Information Center, the National Credit Card Center of R.O.C., the Taiwan Clearing House, the Financial Information Service Co., Ltd., Taiwan Depository & Clearing Corporation, Taiwan Stock Exchange Corporation, Taipei Exchange, credit guarantee institutions, credit card international organizations (such as VISA 、 MasterCard 、 JCB 、 American Express, etc.), credit card acquirers and engaged stores, the Financial Ombudsman Institution, the Ministry of the Interior, the Land Administration Offices, etc.), the U.S. Government Department and Agencies (such as United States Department of the Treasury, United States Department of Justice, etc.), domestic/foreign competent authority (such as financial supervisory authority or taxation authority, etc.), the third party who has legal interest and parties agreed by you (such as the Bank's joint marketing or client data sharing companies, or companies collaborating with the Bank for business purposes)

(6) Methods: The collection, processing, use, and cross-border transfer of personal data via automatic or non-automatic measures that are in compliance with the relevant personal data protection regulations (including but not limited to the electronic document, paper or other appropriate ways of science and technology with the times).

**II. According to Article 3 of the PDPA, you may exercise the following rights with regard to your personal data collected by the Bank:**

(1) Apart from the circumstances stated in the Article 10 of the PDPA, you may inquire and request for a review or make copies of your personal data held by the bank. The Bank may charge an administration fee in accordance with Article 14 of the PDPA.

(2) You may request to supplement or correct your personal data. However, in accordance with Article 19 of the Enforcement Rules of the PDPA, you shall explain the reason and facts adequately.

(3) In accordance with Article 11, Paragraph 4 of the PDPA, in the event that a violation of the PDPA has occurred during collection, processing or use of your data, you may request the Bank to cease the collection, processing or use of your personal data.

(4) In accordance with Article 11, Paragraph 2 of the PDPA, in the event of a dispute regarding the accuracy of your personal data, you may request the Bank to cease the processing or use of your personal data. However, the preceding sentence may not be applicable when it is necessary for the performance of business duty and the dispute has been recorded, or when it is agreed by you in writing.

(5) In accordance with Article 11, Paragraph 3 of the PDPA, you may request the Bank to erase or cease the processing or use of your personal data when the specific purpose of data collection no longer exists, or upon expiration of the relevant time period. However, the preceding sentence may not be applicable when it is necessary for the performance of business duty, or when it is agreed by you in writing.

**III. With regard to the methods of exercising your rights prescribed in Article 3 of the PDPA, you may inquire at the branches of the Bank, call the customer service line (412-2222, domestic landline rates apply) or the free service line (0800-365-889) or visit the Bank's official website (<https://www.bankchb.com>).**

**IV. You may freely decide whether to provide your personal data and their categories. However, the Bank may not be able to provide you with the relevant services or may only be able to provide limited services if the Bank is unable to process the reviews required by the Bank's operations, due to the lack of or the incompleteness of providing your personal data and their categories. Your understanding is appreciated.**

V. You may refuse the Bank's marketing activities when the Bank uses your personal data to engage in marketing.

VI. After you are informed the above issues by the Bank, you confirm and acknowledge that you are aware of the collection, processing, use and cross-border transfer of your personal data by the Bank.

1st: Receipt, to be retained by the bank

Please select the Business Category that applies to you Do not select the boxes that you are not applying for.

Business Category	Business specific purpose and code	Business common purpose and code
Deposit/ Remittance	035 Deposit insurance, 022 Foreign Exchange Business, 036 Deposit and Remittance, 067 Credit Card, Cash Card, debit card or electronic value-stored card business, 082 Operation of integrated management among the borrowing households with depositors saved business, 112 Negotiation Instrument Exchange Business.	025 Crime Prevention, Criminal Investigation, Enforcement (including but not limited to implementation of global Anti-Money Laundering and Counter Terrorism Financing, investigation and confiscation in accordance with U.S. Anti-Money Laundering Act (AMLA) Section 6308) 039 Administrative investigation (including but not limited to investigation and confiscation in accordance with U.S. Anti-Money Laundering Act (AMLA) Section 6308) 040 Marketing 055 Court enforcement business (including but not limited to investigation and confiscation in accordance with U.S. Anti-Money Laundering Act (AMLA) Section 6308) 056 Court trial business (including but not limited to investigation and confiscation in accordance with U.S. Anti-Money Laundering Act (AMLA) Section 6308) 059 Financial service industry's collection and processing data in accordance with laws and needs for financial supervision. 060 Financial dispute resolution 061 Financial supervision, administration and inspection 063 Non-government agency collect or process personal data under legal obligations 069 Contract, contract-like or other legal relation matters 090 Consumer, Client Management and Service 091 Consumer Protection 095 Fiscal & tax administrative (including but not limited to compliance with Regulations Governing the Implementation of the Common Standard on Reporting and Due Diligence for Financial Institutions and U.S. Foreign Account Tax Compliance Act) 098 Business and Technical information 101 National Economy Development Business 104 Account management and debt trading business 129 Accounting and related Services 136 Information (communication) and database management 137 Information and Communication Security and Management 157 Investigation, statistics and research analysis 160 Electronic Certificate Business management (including but not limited to OTP one-time password) 177 Other financial management business 182 Other Consulting and Consultant Services
Other business in accordance with the business scopes as registered or provided by the articles of incorporation, or other related business approved by the competent authorities.	181 Other business in accordance with the business scopes as registered or provided by the articles of incorporation: <input type="checkbox"/> Electronic financial business	

***In case of any discrepancy between the English version and the Chinese version of this Notification, the Chinese version shall prevail.***

## Chang Hwa Bank Notification for the Collection, Processing and Use of Personal Data

Version:111.08.31

Dear Client,

The collection of your personal data affects your right to privacy. As a result, in accordance with Article 8, Paragraph 1 of Personal Data Protection Act (the "PDPA"), Chang Hwa Bank (the "Bank") shall expressly inform you the following issues whenever personal data is collected:

**I. Regarding the personal data collected by the Bank, please carefully read the following data regarding the purpose of collection, categories of personal data and time period, territory, recipients and methods of which your personal data is used.**

**(1) Purpose: The specific business purposes and codes selected and applied in the Annex.**

- (2) Categories of personal data collected: Name, ID card number, gender, date of birth, contact information, nationality, place of birth, residence, items of the household registration, portrait, individual description or physical description as well as any other data which can identify the individual; fingerprints, voiceprint (voice), other biometric identifiers, webpage browse records, mobile service usage records and their analysis data, and other data detailed in the relevant applications form or contracts/agreements. The personal data is based on data the Bank collected from the business, accounts or services provided to the client or from third parties (including but not limited to the Joint Credit Information Center).
- (3) Time period: The time period for the retention of personal data for specific purposes, the time period mandated by the relevant laws and regulations (such as the Business Entity Accounting Act, the Money Laundering Control Act, and the Tax Collection Act, etc.), or the time periods in line with business needs or individual contracts (the longer period shall be applied).
- (4) Territory: The location, whether in Taiwan or overseas, of the recipients indicated in the following paragraph "Recipients".
- (5) Recipients: The Bank (including service providers engaged with the Bank), branches of the Bank and subsidiaries (such as Chang Hua Commercial Bank, Ltd., Chang Hwa Bank Venture Capital Co., Ltd. etc.) the institution using the data in compliance with regulations, the institutions in relation to relevant business (such as correspondent banks, the Joint Credit Information Center, the National Credit Card Center of R.O.C., the Taiwan Clearing House, the Financial Information Service Co., Ltd., Taiwan Depository & Clearing Corporation, Taiwan Stock Exchange Corporation, Taipei Exchange, credit guarantee institutions, credit card international organizations (such as VISA 、 MasterCard 、 JCB 、 American Express, etc.), credit card acquirers and engaged stores, the Financial Ombudsman Institution, the Ministry of the Interior, the Land Administration Offices, etc.), the U.S. Government Department and Agencies (such as United States Department of the Treasury, United States Department of Justice, etc.), domestic/foreign competent authority (such as financial supervisory authority or taxation authority, etc.), the third party who has legal interest and parties agreed by you (such as the Bank's joint marketing or client data sharing companies, or companies collaborating with the Bank for business purposes)
- (6) Methods: The collection, processing, use, and cross-border transfer of personal data via automatic or non-automatic measures that are in compliance with the relevant personal data protection regulations (including but not limited to the electronic document, paper or other appropriate ways of science and technology with the times).

**II. According to Article 3 of the PDPA, you may exercise the following rights with regard to your personal data collected by the Bank:**

- (1) Apart from the circumstances stated in the Article 10 of the PDPA, you may inquire and request for a review or make copies of your personal data held by the bank. The Bank may charge an administration fee in accordance with Article 14 of the PDPA.
- (2) You may request to supplement or correct your personal data. However, in accordance with Article 19 of the Enforcement Rules of the PDPA, you shall explain the reason and facts adequately.
- (3) In accordance with Article 11, Paragraph 4 of the PDPA, in the event that a violation of the PDPA has occurred during collection, processing or use of your data, you may request the Bank to cease the collection, processing or use of your personal data.
- (4) In accordance with Article 11, Paragraph 2 of the PDPA, in the event of a dispute regarding the accuracy of your personal data, you may request the Bank to cease the processing or use of your personal data. However, the preceding sentence may not be applicable when it is necessary for the performance of business duty and the dispute has been recorded, or when it is agreed by you in writing.
- (5) In accordance with Article 11, Paragraph 3 of the PDPA, you may request the Bank to erase or cease the processing or use of your personal data when the specific purpose of data collection no longer exists, or upon expiration of the relevant time period. However, the preceding sentence may not be applicable when it is necessary for the performance of business duty, or when it is agreed by you in writing.

**III. With regard to the methods of exercising your rights prescribed in Article 3 of the PDPA, you may inquire at the branches of the Bank, call the customer service line (412-2222, domestic landline rates apply) or the free service line (0800-365-889) or visit the Bank's official website (<https://www.bankchb.com>).**

**IV. You may freely decide whether to provide your personal data and their categories. However, the Bank may not be able to provide you with the relevant services or may only be able to provide limited services if the Bank is unable to process the reviews required by the Bank's operations, due to the lack of or the incompleteness of providing your personal data and their categories. Your understanding is appreciated.**

**V. You may refuse the Bank's marketing activities when the Bank uses your personal data to engage in marketing.**

**VI. After you are informed the above issues by the Bank, you confirm and acknowledge that you are aware of the collection, processing, use and cross-border transfer of your personal data by the Bank.**

Please select the Business Category that applies to you Do not select the boxes that you are not applying for.

Business Category	Business specific purpose and code	Business common purpose and code
Deposit/ Remittance	035 Deposit insurance, 022 Foreign Exchange Business, 036 Deposit and Remittance, 067 Credit Card, Cash Card, debit card or electronic value-stored card business, 082 Operation of integrated management among the borrowing households with depositors saved business, 112 Negotiation Instrument Exchange Business.	025 Crime Prevention, Criminal Investigation, Enforcement (including but not limited to implementation of global Anti-Money Laundering and Counter Terrorism Financing, investigation and confiscation in accordance with U.S. Anti-Money Laundering Act (AMLA) Section 6308) 039 Administrative investigation (including but not limited to investigation and confiscation in accordance with U.S. Anti-Money Laundering Act (AMLA) Section 6308) 040 Marketing 055 Court enforcement business (including but not limited to investigation and confiscation in accordance with U.S. Anti-Money Laundering Act (AMLA) Section 6308) 056 Court trial business (including but not limited to investigation and confiscation in accordance with U.S. Anti-Money Laundering Act (AMLA) Section 6308) 059 Financial service industry's collection and processing data in accordance with laws and needs for financial supervision. 060 Financial dispute resolution 061 Financial supervision, administration and inspection 063 Non-government agency collect or process personal data under legal obligations 069 Contract, contract-like or other legal relation matters 090 Consumer, Client Management and Service 091 Consumer Protection 095 Fiscal & tax administrative (including but not limited to compliance with Regulations Governing the Implementation of the Common Standard on Reporting and Due Diligence for Financial Institutions and U.S. Foreign Account Tax Compliance Act) 098 Business and Technical information 101 National Economy Development Business 104 Account management and debt trading business 129 Accounting and related Services 136 Information (communication) and database management 137 Information and Communication Security and Management 157 Investigation, statistics and research analysis 160 Electronic Certificate Business management (including but not limited to OTP one-time password) 177 Other financial management business 182 Other Consulting and Consultant Services
Other business in accordance with the business scopes as registered or provided by the articles of incorporation, or other related business approved by the competent authorities.	181 Other business in accordance with the business scopes as registered or provided by the articles of incorporation: <input type="checkbox"/> Electronic financial business	

***In case of any discrepancy between the English version and the Chinese version of this Notification, the Chinese version shall prevail.***



