

# 境內法人於彰化銀行國際金融業務分 行開立授信目的帳戶往來約定條款

Terms and Conditions for Domestic Juridical  
Persons Opening Accounts for the Purpose of  
Handling Loan-Related Receipts and  
Disbursements in Offshore Banking Unit of  
Chang Hwa Bank

存戶全名 NAME OF A/C

顧客號碼 CUSTOMER NUMBER

境內法人於彰化銀行國際金融業務分行開立授信目的帳戶往來約定條款

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境內法人於彰化銀行國際金融業務分行開立授信目的帳戶往來約定條款  
立約人向彰化銀行國際金融業務分行(以下簡稱「貴行」)開立與授信目的相關且  
非屬存款帳戶之外幣帳戶(以下簡稱「本帳戶」)，同意遵守下列各約定條款：

#### **壹、一般約定條款**

##### **一、開戶資格**

具有實質國際營運資金需求且經 貴行核定外幣授信額度之中華民國境內法人，開戶時，須憑主管機關核准證件，並提供其他相關可供雙重確認之資料。

##### **二、開戶方式**

立約人開立本帳戶，以 貴行牌告之幣別為限，且該帳戶首筆資金應為授信撥入之資金。但授信方式屬貿易融資或保證等間接授信者，不受帳戶首筆資金應為授信資金之限制。

##### **三、立約人知悉本帳戶非存款帳戶，不受中華民國中央存款保險公司之存款保險保障；本帳戶不計利息，且限原開戶行臨櫃辦理交易，不得用於與經 貴行核定外幣授信額度目的無關之資金收付。**

##### **四、立約人知悉 貴行辦理本帳戶交易時，有以下限制：**

(一)網路銀行僅限申請查詢功能，不得申辦其他網路銀行交易及自動化交易服務。

(二)立約人不得有下列行為：

- 1.收受外幣現金。
- 2.以外匯兌換為新臺幣提取。
- 3.辦理外幣與新臺幣間之交易及匯兌業務。

##### **五、本帳戶之運作須符合下列原則：**

(一)本帳戶之資金往來對象，除第二項所定帳戶外，限開立於下列機構之帳戶：

- 1.國際金融業務分行。
- 2.本國銀行境外分支機構。
- 3.境外金融機構。

(二)往來對象如為立約人於銀行業辦理外匯業務管理辦法所稱指定銀行(以下簡稱外匯指定銀行)開立之外幣帳戶(以下簡稱立約人外匯指定銀行外幣帳戶)，應符合下列規定：

- 1.為支應下列款項，得自立約人外匯指定銀行外幣帳戶匯入本帳戶：
  - (1)授信之還本付息。
  - (2)授信衍生之相關費用。
  - (3)貿易融資或保證等間接授信之保證金。
  - (4)與授信相關並以避險為目的之外幣與外幣間遠期外匯交易及換匯交易之保證金。
- 2.下列情形得自本帳戶匯入立約人外匯指定銀行外幣帳戶：

(1)自立約人外匯指定銀行外幣帳戶匯入支應前款款項後之結餘款。

(2)本帳戶結清銷戶之帳戶餘額。

六、本帳戶限運用於下列與授信相關之資金收付：

(一)授信之資金撥付。

(二)授信之還本付息。

(三)資本支出。

(四)一般營運週轉金。

(五)貿易融資，包含進出口押匯、開發信用狀、應收信用狀收買、應收帳款收買、應付帳款、已承兌出口票據貼現、購料保證、外銷貸款、進口融資、應收承兌票款等因貿易而產生且具自償性之融資。

(六)與授信相關收付款之外幣匯兌、外幣與外幣間即期交易，及以避險為目的之外幣與外幣間遠期外匯交易及換匯交易，且操作天期不得超過 180 天。

(七)貨款或勞務收支之資金收付。

(八)對境外子公司等之直接投資。但不含金融商品之投資。

七、本帳戶資金之上限及可停泊期限

立約人知悉 貴行對本帳戶進行下列控管機制：

(一)除立約人與 貴行另有約定外，本帳戶資金之最高金額以 貴行核定之外幣授信總額度之 2 倍為限。

(二)本帳戶資金之停泊期間不得超逾 貴行核定外幣授信最後到期日加計 6 個月。

八、本帳戶控管方式如下：

(一)本帳戶資金違反前條所定之上限或停泊期限：

1. 如有匯入款項，貴行得逕予退匯。

2. 立約人應將超逾資金上限部分，轉匯至立約人其他境外金融機構帳戶(含國際金融業務分行帳戶、本國銀行境外分支機構帳戶)，立約人如無辦理轉匯時，貴行應暫時停止本帳戶交易；超逾停泊期間者，亦同。

(二)立約人無與本帳戶授信目的相關之授信貸放餘額及有效之授信額度：

1. 如有匯入款項，貴行得逕予退匯。

2. 本帳戶無餘額者，立約人應即時結清本帳戶，或以本約定條款為證，同意授權 貴行逕行銷戶。

3. 本帳戶有餘額者，應予結清並轉匯至立約人其他境外金融機構帳戶(含國際金融業務分行帳戶、本國銀行境外分支機構帳戶)或立約人外匯指定銀行外幣帳戶，立約人如無辦理結清及轉匯時，貴行應暫時停止本帳戶交易。

九、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。

#### 十、 臨櫃取款密碼

(一) 立約人提款辦理轉帳或匯款時，需憑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及原留印鑑，至原開戶行重新申請設定新密碼。

十一、 本帳戶不發給存摺，一律以無摺方式辦理。立約人同意本帳戶對帳單得以電子文件為表示方法，其效力與書面文件相同。立約人同意 貴行每月以電子郵件方式寄發本帳戶對帳單，如本帳戶對帳單所載金額與 貴行各有關帳上所載金額不符時，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 貴行帳目所載金額為準。立約人應留存電子郵件信箱於 貴行，以供 貴行寄送本帳戶對帳單之用。

#### 十二、 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。

十三、立約人臨櫃提款，倘因資訊系統故障或線路中斷，致 貴行未能確定本帳戶餘額時，立約人同意以 貴行估算之金額做為立約人可支用之餘額。但如立約人要求於其自認之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 3%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。

十四、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。

十五、立約人之印鑑或 貴行提供之密碼、憑證及其他足以識別身分之工具，應自行妥善保管及保密，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。

十六、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。

十七、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。

十八、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。

十九、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, 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, 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。

二十、立約人於顧客資料卡(顧客印鑑卡)或其他留存 貴行之文件所載之內容如有變更者, 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「顧客資料卡(顧客印鑑卡)」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。

二十一、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。

二十二、除另有約定外, 於本約定條款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。

二十三、立約人充分瞭解本帳戶項下之餘額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。

二十四、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 貴行自本帳戶內自動扣繳。

前項收費標準、轉出金額、服務時間、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 30 日前(有關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 60 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, 推定為承認該調整。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 貴行自本帳戶內自動扣繳。

二十五、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。

二十六、立約人同意辦理本帳戶之印鑑變更/掛失及查詢歷史交易明細所產生之相關費用比照 貴行「國際金融業務分行各項業務收費標準一覽表」之收費規定。

二十七、本帳戶之結清銷戶，應由立約人親自辦理。立約人結清本帳戶時，貴行憑立約人原留印鑑辦理結清銷戶手續即對立約人發生終止本約定條款之效力。

二十八、有下列情事之一者，立約人同意 貴行有權暫停或終止本帳戶之使用：

- (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身分措施相關文件者，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、變造身分證明文件或提供不實資料開立本帳戶者。
- (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)貴行對本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 6 條第 1 項第 1 款至第 3 款所為支付不在此限。
- (十一)立約人利用本帳戶從事詐欺、洗錢等不法行為者。
- (十二)本帳戶經查如屬偽冒開戶者。
- (十三)本帳戶經通報為警示帳戶者。
- (十四)本帳戶屬衍生管制帳戶者。
- (十五)貴行於不違反相關法令情形下，如果得知或必須假定立約人往來資金來源自貪瀆或濫用公用資產時。
- (十六)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。
- (十七)立約人利用本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。

二十九、立約人同意下列各款事項：



(一)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。

(二)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。

三十、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、網路銀行服務約定條款

三十一、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 6 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 1 日(即 1 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。

## 三十二、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 貴行所提供之帳務查詢服務。

(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」：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。

(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。

三十三、辦理網路銀行帳務查詢服務，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、原留立約印鑑，由立約人之代表人親至 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授權書，由被授權人攜帶立約人之原留印鑑、授權書及被授權人之身分證件來行辦理。

三十四、立約人得利用電腦或 貴行指定之行動裝置 App 進行網路銀行帳務查詢業務。

三十五、立約人登入網路銀行密碼連續輸入錯誤達 4 次以上時，貴行即自動停止立約人繼續使用網路銀行之帳務查詢服務。立約人如擬恢復使用，應至 貴行重新辦理密碼變更手續。

三十六、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本帳戶內自動扣繳。

三十七、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。

三十八、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。

三十九、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條款之規定者。

(三)貴行無法於帳戶扣取立約人所應支付之費用者。

(四)其他 貴行認有必要之情形。

四十、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，即不得撤回、撤銷或修改。

四十一、立約人利用本約定條款之服務，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。

四十二、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。

四十三、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。

四十四、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條款而取得他方之資料，不洩漏予第三人，亦不可使用於本約定條款無關之目的，且於經他方同意告知第三人時，應使第三人負本項之保密義務。第三人如不遵守此保密義務者，視為該方義務之違反。

四十五、貴行及立約人同意依本約定條款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。

四十六、貴行或立約人就本約定條款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。

四十七、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。貴行對前述紀錄之保存，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。

四十八、雙方同意依本約定條款交換之電子訊息，其效力與書面文件相同。

四十九、貴行終止本約定條款時，須於終止日 30 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條款或暫停本約定條款相關服務之使用：

(一)立約人未經 貴行同意，擅自將本約定條款之權利或義務轉讓第三人者。

(二)立約人受法院破產或重整宣告者。

(三)立約人違反本約定條款第 42 條至第 44 條之規定者。

(四)立約人違反本約定條款之其他約定，經催告改善或限期請求履行未果者。

(五)本帳戶有疑似不法或有其他不當使用情形者。

五十、立約人擬終止網路銀行服務時，應另填具申請書款辦理終止手續，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。

### 叁、其他約定條款

五十一、立約人同意以立約人開立本帳戶時留存之通訊地址或電子信箱為相關文

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本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。

五十二、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。

五十三、立約人知悉並同意 貴行得於必要時依主管機關之規定，將本帳戶相關服務性業務及其資料處理(包括但不限於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)，簡訊通知服務或其他與網路銀行有關之電子通路客戶服務業務，委託適當之第三人或與其他金融機構合作辦理。

五十四、立約人就本約定條款若有任何疑問，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。

#### 五十五、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,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)本約定條款如有未盡事宜，悉依 FATCA 法案、協議或 IGA 相關規定及相關法令辦理。

五十六、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。

五十七、

(一)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。

(二)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。

五十八、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。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、逕行終止本帳戶、申報可疑交易或採行其他必要措施：

- (一)立約人或其實質受益人、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時。
- (二)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。

五十九、本約定條款以中華民國法律為準據法，除雙方另有約定外，本約定條款如有其他未盡事宜，悉依中華民國法令規定辦理。如因本約定條款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為第一審管轄法院。

## 彰化銀行蒐集、處理及利用個人資料告知事項

第一聯  
銀行留底聯

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、住居所、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(包括但有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(包括但有限於電子文件、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

We hereby confirm to have received:

- ☐ 「境內法人於彰化銀行國際金融業務分行開立授信目的帳戶往來約定條款(境內 OBU-112.12)」一份  
“Terms and Conditions for Domestic Juridical Persons Opening Accounts for the Purpose of Handling  
Loan-Related Receipts and Disbursements in Offshore Banking Unit of Chang Hwa Bank (domestic  
OBU-112.12)” in one copy
- ☐ 「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
- ☐ 網路銀行簽入密碼單 份。  
\_\_\_\_\_ Internet Banking password slip(s)

企業戶負責人/代表人茲領到

I (the responsible person/representative of the Client) hereby confirm to have received:

- ☐ 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

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)

經襄	經	驗	核親
副理	辦	印	對簽
Approved by	Handled by	Verified by	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、住居所、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(包括但有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(包括但有限於電子文件、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

We hereby confirm to have received:

- ☐ 「境內法人於彰化銀行國際金融業務分行開立授信目的帳戶往來約定條款(境內 OBU-112.12)」一份  
“Terms and Conditions for Domestic Juridical Persons Opening Accounts for the Purpose of Handling  
Loan-Related Receipts and Disbursements in Offshore Banking Unit of Chang Hwa Bank (domestic  
OBU-112.12)” in one copy
- ☐ 「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
- ☐ 網路銀行簽入密碼單 份。  
\_\_\_\_\_ Internet Banking password slip(s)

企業戶負責人/代表人茲領到

I (the responsible person/representative of the Client) hereby confirm to have received:

- ☐ 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

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)





# Terms and Conditions for Domestic Juridical Persons Opening Accounts for the Purpose of Handling Loan-Related Receipts and Disbursements in Offshore Banking Unit of Chang Hwa Bank

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## **Terms and Conditions for Domestic Juridical Persons Opening Accounts for the Purpose of Handling Loan-Related Receipts and Disbursements in Offshore Banking Unit of Chang Hwa Bank**

By opening a foreign currency account ( “the Account” ) for the purpose of handling loan-related receipts and disbursements and not being a 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 “Provisions” ):

### **I. General Provisions**

#### **1. Requirements for Account Opening**

The Client must be a domestic juridical person in the R.O.C. with actual international working capital needs and approved by the Bank for a foreign currency credit line. When opening an Account, the Client must provide an identity document approved by the competent authorities and other relevant information for dual verification.

#### **2. Account Opening Method**

The Account opened by the Client is limited to the foreign currencies that the Bank has board exchange rates, and the first fund in the Account shall be the inward transfer of loan fund. However, if the loan method is an indirect loan such as trade finance or guarantee, there is no restriction that the first fund remitted to the Account must be the loan fund.

#### **3. The Client understands that the Account is not a deposit account and is not protected by Central Deposit Insurance Corporation’ s deposit insurance. This Account is non-interest bearing and transactions are restricted to be carried out over the counter at the branch where the Account was opened. It cannot be used for receipts and disbursement not related to the purposes of foreign currency credit lines approved by the Bank.**

#### **4. The Client understands that the following restrictions apply when processing transactions using the Account with the Bank:**

(1)The Internet Banking is limited to the application of inquiry function, and no other Internet Banking transactions and automated transaction services are allowed.

(2)The Client shall not have any of the following acts:

(i)Receipt of foreign currency cash.

(ii) Exchange to New Taiwan Dollars for withdrawal.

(iii)Trading and exchange business between foreign currencies and New Taiwan Dollars.

#### **5. The operations of the Account must meet the following principles:**

(1)Counterparties of funds transferring of this Account shall be restricted to accounts opened in the following institutions except for the Account specified in the second



paragraph.

- (i) Offshore banking unit.
- (ii) Offshore branches of domestic bank.
- (iii) Offshore financial institution.

(2) If the counterparty is a foreign currency account opened by the Client in domestic banking unit (the "DBU Account") as referred to in the Regulations Governing Foreign Exchange Business of Banking Enterprises, the following requirements shall be complied with:

- (i) Funds may be remitted to the Account from the DBU Account for the following payments:
  - (a) Principal and interest repayment for loan.
  - (b) Related fees derived from loan.
  - (c) Guarantee deposit for indirect credit facilities such as trade finance or guarantee.
  - (d) Guarantee deposit for loan-related foreign currency forward transaction and foreign exchange swap for hedging purpose.
- (ii) In the following circumstances, funds can be remitted from the Account to the DBU Account:
  - (a) Balance of payments after remittance from the DBU Account for the aforementioned loan-related payment.
  - (b) Balance of the Account when the Account is closed.

6. The Account shall only be used within the scope of the following loan-related receipts and disbursements:

- (1) Disbursements for loan
- (2) Principal and interest repayment for loan
- (3) Capital expenditure
- (4) Working capital loan
- (5) Trade financing which includes self-liquidating trade financing payment derived from trading requirements such as import bill advance/export negotiation, issuance of letter of credit, purchase of letter of credit receivable, factoring, account payable, forfaiting, guarantee for material purchasing, export loan, import financing, accepted bill receivable.
- (6) Foreign currency exchange and spot exchange transaction between foreign currencies for the purpose of loan-related receipt and disbursement, and foreign exchange forward and swap transaction between foreign currencies for hedging purposes and the tenor must not exceed 180 days.
- (7) Receipt and disbursement for goods and service.
- (8) Direct investment in offshore subsidiaries, excluding investment in financial

product.

7. The maximum amount of funds and the period of parking allowed in the Account
- The Client understands that the Bank has the following control mechanism over the Account:

- (1) Unless otherwise agreed between the Client and the Bank, the maximum amount of funds in the Account is limited to two times the total amount of foreign currency credit lines approved by the Bank.
- (2) The parking period of the funds in the Account shall not exceed 6 months from the final maturity date of the approved foreign currency loan of the Bank.

8. This Account is controlled in the following manner:

- (1) If the funds in the Account are in breach of the maximum limit or parking period set out in the preceding Article:
  - (i) The Bank may unilaterally return inward remittance.
  - (ii) The Client shall transfer the excess funds to the Client's account with other offshore financial institution (including the offshore banking unit account and the account of offshore branch of domestic bank). The Bank shall temporarily suspend the transactions of the Account if the Client does not proceed with the transfer, and the same applies if the parking period exceeds the time limit.
- (2) The Client has no credit facility balance and no valid credit line in relation to the loan-related purposes of Account:
  - (i) The Bank may unilaterally return inward remittance.
  - (ii) If there is no balance in the Account, the Client shall immediately close the Account or, as evidenced by the terms herein, agree to authorize the Bank to close the Account unilaterally.
  - (iii) If there is any remaining balance in the Account, the Client shall settle and remit the funds to the Client's account with other offshore financial institution (including the offshore banking unit account and the account of offshore branch of domestic bank) or the DBU Account. The Bank shall temporarily suspend the transactions of the Account if the Client does not proceed with the transfer.

9. 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 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.

#### 10. Over-the-Counter Withdrawal PIN

- (1) When the Client withdraws for the purpose of fund transfer or remittance, the Client shall present the specimen seal and withdrawal slip, and enter the over-the-counter withdrawal PIN by itself.
- (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 the branch where the Account was opened and apply to set up a new PIN with the identity documents and specimen seal.

11. Passbook will not be issued for the Account, and all transactions will be conducted

without a passbook. The Client agrees that the Account statement may be issued in the form of an electronic document, which has the same force and effect as a paper document. The Client agrees that the Bank will send monthly Account statement by email. The Client agrees that the record in the Bank' s system shall govern if the Account statement and the Bank' s record indicate different balances, unless the Client can prove the Bank has erred in its recordation of transactions through other methods. The Client is required to provide its email address to the Bank for the purpose of sending Account statement.

## 12. 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.

13. In the event of any information system failure or network disconnection in the course of withdrawal, the Bank fails to confirm the balance of the Account, the Client agrees that the balance amount estimated by the Bank shall be the available balance of the Client' s Account balance, provided, however, that the Client shall obtain prior approval

from the Bank if it requests to withdraw any amount within the 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.

14. 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.

15. The specimen seal, 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 specimen seal 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 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 specimen seal, password, electronic certificate, or other identification tools before the Client has completed the relevant procedures.

16. 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.

17. 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.

18. 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.

19. 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. If an unauthorized third party uses the Client's retained specimen seal or withdrawal specimen seal at the Bank, 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.

20. In the event of any change to the content of "CUSTOMER DATA CARD (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 "CUSTOMER DATA CARD (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.

21. 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.

22. 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.

23. The Client fully understands that the balance under the Account 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.

24. 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 Account.

After the parties enter into the Provisions, unless otherwise stipulated by the laws, regulations or competent authorities, the Bank shall announce any adjustment to the foregoing standard tariff, transfer amount, service hours, 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 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 Account.

25. 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.
26. The Client agrees that any and all fees, in connection with the Account, arising from the matters of loss and replacement of seal and retrieval of historical voucher/record, shall be paid in accordance with the Bank's "Standard Tariff - Foreign Exchange Service (Offshore Banking Unit)".
27. The Client shall close the Account hereunder in person. The Bank shall implement the Account closure procedure with the Client's specimen seal and such shall bind the Client to the termination of the Provisions.
28. 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 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 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.
  - (11)The Client uses the Account to engage in fraudulent activities, money laundering or other illegal activities.
  - (12)The Account has been found to be opened under fake names.
  - (13)The Account has been reported as a watch-listed Account.
  - (14)The Account is a derivative Watch-listed Account.
  - (15)Where, without violating any laws and statutes, the Bank discovers or deems it necessary to assume that the source of fund from corruption or abuse of public assets.
  - (16)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.
  - (17)The Client uses the Account to engage in virtual currency platform/peer-to-peer lending platform and its related transaction business.
29. The Client agrees on the following conditions:
- (1) 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.
  - (2)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.

30. 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. Provisions for Internet Banking Service**

31. Internet Banking uses SSL and digital signatures encryption for inquiry service. 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.**

### **32. Definitions**

- (1) “Internet Banking Service” refers to inquiry 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" : Inquiry service- in principle, 24 hours a day, every day, subject to the Bank' s website announcements.
  - (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.
33. To apply for Internet Banking inquiry service, the Client or its representative shall bring the Client' s identity documents or other relevant incorporation documents issued by the competent authority and 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 POA that has been seen and verified by the Bank, and the authorized person shall accordingly bring the Client' s specimen seal, POA and the authorized person' s own identity document to apply.
34. Client can use the computer or the mobile app designated by the Bank to handle Internet Banking inquiry service.
35. **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 inquiry service. If the Client intends to resume such use of service, the Client shall apply for a change of password in person at the Bank.**
36. **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 Account.**
37. 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.

38. 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.
39. 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 Provisions 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.
40. 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).
41. 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.
42. 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.
43. 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.
44. 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 Provisions by either party shall not be disclosed to any third party or used for purposes unrelated to the Provisions. 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.

45. 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 Provisions, 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.

46. 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 Provisions. 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.

47. 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.

48. Both parties agree that any and all electronic messages communicated pursuant to the Provisions shall have the same force and effect as written instruments.

49. The Bank shall notify the Client in writing 30 days prior to the date of termination of the Provisions 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 Provisions 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 42-44 of the Provisions;
- (4) The Client violates any other terms and conditions of the Provisions and fails to

perform after reminders or requests for performance by the deadline;

(5) There is suspiciously illegal or illegitimate use of the Account.

50. 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 account has 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.

### III. Other Provisions

51. 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."

52. 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.

53. The Client understands and agrees that where necessary, the Bank may pursuant to the regulations of the competent authorities outsource its Account-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), SMS notification service or other electronic customer services businesses relating to Internet Banking to suitable third party or other financial institutions.

54. The Client may call the following complaint line numbers or visit the Bank' s official

website (www.bankchb.com)→ Customer Service Center→ Leave a Message for any questions regarding this Provisions.

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

#### 55. 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.

#### 56. 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 information 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.

57.

- (1) 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 information 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.

- (2) 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.

58. 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. 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 Account, file a suspicious transaction report, or take other necessary measures in the event of any occurrence of the following by the Client:

- (1) 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.
- (2) 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..

59. The Provisions 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.

Note : In case of any discrepancy between the English version and the Chinese version of this Provisions, 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.**

1<sup>st</sup>: 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 versions 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.**

2nd: Receipt, to be retained by the client

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 versions of this Notification, the Chinese version shall prevail.***