



開戶總約定書

General Agreement for Account Opening

OBU 專用約定書編號：11301 雙語

OBU Agreement No. 11301 Bilingual

第一章、共通約定事項 Common Agreement Terms (GN11301)

- 一、立約人同意以最近開戶之客戶資料表所記載之通訊地址或電子郵件地址為相關文書之送達處所，倘立約人之地址變更，應即以書面或其他約定方式通知 貴行，並同意改依變更後之地址為送達處所；如立約人未以書面或其他約定方式通知變更地址時， 貴行仍以上開客戶資料表上所記載之通訊地址、電子郵件或最後通知 貴行之地址為送達處所。 貴行對立約人所為之通知或函件，依 貴行最後留存之資料為送達處所，經通常之郵遞期間或於 貴行留存之電子信箱伺服器未被退回，即視為已送達。

The Contractor agrees to use the correspondence address or e-mail address recorded in the most recently opened customer information form as the place of service for the relevant documents, and if the address has changed, the Contractor shall immediately notify the Bank in writing or by other agreed means and agree to change the address to the new address as the place of service. If the Contractor does not notify the change of address in writing or by other agreed means, the Bank shall still use the correspondence address or e-mail address recorded in the above customer information form as the place of service. Notices or correspondence from the Bank to the Contractor shall be deemed to have been delivered if the information last retained by the Bank is at the place of service and is not returned within the usual postal period or on the e-mail server.

- 二、立約人領用之存摺每頁均有頁次，立約人不得撕去或自行填寫塗改。存摺上存提交易明細或結存餘額或立約人查詢所得之餘額如與 貴行帳載資料不符時，以 貴行帳載之金額為準。但經核對 貴行提出之交易紀錄，確為 貴行記載錯誤，並經 貴行查證屬實者， 貴行應即更正之。

Each page of the passbook used by the Contractor has a page number and the Contractor shall not tear it off or fill in and alter it by himself/herself. If there is any discrepancy between the details of the Deposit and withdrawal transactions or the balance on the passbook or the balance obtained from the Contractor's inquiry and the information contained in the Bank, the amount contained in the Bank shall prevail. However, if the transaction records submitted by the Bank are confirmed to be incorrectly recorded by the Bank and verified by the Bank, the Bank shall correct them immediately.

- 三、立約人自使用各項服務之日起，同意依 貴行「OBU外匯業務(存匯)收費標準表」所訂之收費標準繳納費用。前項收費標準，除法令或主管機關另有規定外，於訂約後如有調整， 貴行應至少於生效日60日前於 貴行之網站上或營業場所明顯處公告其內容，同時告知立約人若對各項服務收費有異議時，得於公告期間內以書面終止相關服務，逾期未終止者，視同承認該調整。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。

The Contractor agrees to pay the fees in accordance with the Bank's " Schedule of Fees and Charges for OBU Foreign Exchange Business (Deposit and Remittance) " from the date of using the services. The fees shall be paid in accordance with the standards set by the Bank. Unless otherwise provided by law or by the competent authority, if the aforementioned fees and charges are adjusted after the contract is entered into, the Bank shall announce the adjustment at least 60 days before the effective date on the Bank's website or the business premises, and advise Contractor that if the Contractor has any disagreement with the service charges, may terminate the service in writing within the notice period, failure to do so after the deadline shall be deemed to be an acknowledgment of the adjustment. Taxes and contributions payable by the Contractor shall be handled in accordance with the provisions of the tax laws and regulations, and the Bank is authorized to automatically deduct the amount from the Contractor's deposit account.

- 四、貴行提供之各項服務及業務，因電信線路故障、第三人之行為或其他錯誤或遲延等，不可歸責於 貴行之事由致無法完成交易或延遲交易時， 貴行不須負責。

The Bank shall not be responsible for any failure or delay in the completion of any transaction due to the failure of telecommunications lines, acts of third parties, or other errors or delays that are not attributable to the Bank.

- 五、本約定書中所謂「營業日」為 貴行營業日，所謂「營業時間」為週一至週五上午9時至下午3時30分，或 貴行指定之其他時間。The so-called "business days" in this Agreement are the business days of the Bank and the so-called "business hours" are from 9:00 a.m. to 3:30 p.m., Monday to Friday, or such other time as the Bank may specify.

- 六、立約人及其負責人同意 貴行及財團法人金融聯合徵信中心、中小企業信用保證基金、票據交換所、財金資訊股份有限公司或其他與 貴行有業務往來之機構，於符合其營業登記項目或章程所訂業務之需要，得蒐集、處理或國際傳輸及利用立約人及其負責人個人資料，但非經立約人及其負責人同意或其他法令規定，不得將其個人資料，提供予上述機構以外之第三人。

The Contractor and its principal agree that the Bank and the Consortium's Joint Credit Information Center, SME Credit Guarantee Fund,

Checks Clearing House, Financial Information Service Co., Ltd., or other organizations with which the Bank has business dealings may collect, process or internationally transmit and use the personal information of the Contractor and its principals as necessary to comply with their business registration items or regulations, but may not use such personal information without the consent of the Contractor and its principals or as required by other laws and regulations.

七、如經 貴行研判帳戶有疑似不當使用之情事時，貴行得逕自終止立約人使用金融卡、語音轉帳、網路轉帳及其他電子支付之轉帳，金融卡並得收回作廢。

If the Bank determines that there is a suspected misuse of the account, the Bank may terminate the use of the Financial Card, voice transfer, internet transfer, and other electronic payment transfers by the Contractor and the Financial Card may be revoked.

八、立約人應納利息所得稅及各項費用，同意由 貴行依法代為扣繳；倘立約人符合免稅規定，應提供免稅證明，始可免稅。

The Contractor agrees that the Bank shall pay the interest income tax and other fees on behalf of the Contractor in accordance with the law. If the Contractor meets the requirements for tax exemption, the Contractor shall provide proof of tax exemption in order to be exempt from tax.

九、立約人於 貴行之各種存款除經 貴行同意外，不得轉讓或質押。

The Deposit of the Contractor with the Bank shall not be transferred or pledged except with the consent of the Bank.

十、立約人對於 貴行所負之任何一宗債務到期（含視同到期者）未依約清償時，立約人同意寄存於 貴行之各種存款，縱其清償期尚未屆至，貴行仍得提前清償，並將提前清償之款項逕行抵銷立約人對 貴行所負之債務。貴行前項預定抵銷之意思表示，自登帳扣抵時即發生抵銷之效力。同時 貴行發給立約人之存款憑單、存摺或其他憑證，於抵銷範圍內失其效力。

If any of the liabilities of the Contractor to the Bank are not paid when due (including deemed due), the Contractor agrees that the Deposit deposited with the Bank may be paid in advance, notwithstanding the expiration of the due date, and that the amount paid in advance shall be set off against the liabilities of the Contractor to the Bank. The Bank's intention to set off the foregoing shall become effective upon the recording of the set-off. At the same time, certificates of deposit, passbooks, or other certificates issued by the Bank to the Contractor will be ineffective to the extent of the set-off.

十一、立約人與 貴行往來期間，因其他關係而經 貴行提起訴訟或經任何人聲請假扣押、假處分、強制執行、破產宣告、裁定重整、停止營業及其他法律處分者，立約人於 貴行之各種存款，均得視為全部到期，立約人並即喪失一切債務期限之利益，由 貴行依法行使質權或主張抵銷，並通知立約人。

If, in the course of the relationship between the Contractor and the Bank, the Bank initiates a lawsuit or any person claims provisional attachment, provisional injunction, enforcement, bankruptcy declaration, reorganization, suspension of business, or any other legal action due to any other relationship, the Contractor's deposits with the Bank shall be deemed to be fully matured and the Contractor shall forfeit all interest in the maturity of the debt and the Bank shall exercise the right of pledge or claim set-off in accordance with the law and shall notify the Contractor.

十二、立約人存入之款項，貴行得優先依前二條約定與 貴行之債權為抵銷，其次辦理其他自動扣款約定。

The Bank shall have priority to set off the amount deposited by the Contractor against the Bank's debts in accordance with the preceding two clauses, followed by other automatic deduction agreements.

十三、除中央存款保險股份有限公司明列不保項目外，立約人於 貴行之各種存款本金及迄最後營業日之利息均受該公司訂定最高保額保障。

Except for the exclusions specified by the Central Deposit Insurance Corporation, the principal amount of all deposits and the interest up to the last business day, made by the Contractor with the Bank shall be protected by the maximum amount of insurance set by the Central Deposit Insurance Corporation.

十四、立約人同意 貴行於主管機關核定或核准得委外之作業事項範圍內，得將涉及本約定書有關之資訊作業委託適當之第三人處理。

The Contractor agrees that the Bank may delegate the information related to this Agreement to an appropriate third party within the scope of the operations approved by the competent authority.

十五、本約定書各約定事項，貴行得視業務需要隨時增修，貴行並得在各地營業單位或 貴行網站公告或以業務簡介方式置於營業單位供索閱以代公告，不另通知，立約人若對增修事項不同意者，應以書面向 貴行終止使用各該服務項目，但終止前立約人所為交易之帳款及其他衍生之債務，立約人仍負有清償責任。

The Bank may amend the terms of this Agreement from time to time according to its business needs, and the Bank may announce them at its business units or on the Bank's website or place them in the form of a business brochure for inspection at its business units without notice. If the Contractor does not agree to the additions, the Contractor shall terminate the use of each service item in writing to the Bank, but the Contractor shall still be liable for the payment and other debts arising from the transaction before the termination.

十六、立約人如為外國人，其關於申請本開戶往來之成立要件、效力及方式等，均應適用中華民國之法律。

If the Contractor is a foreigner, the laws of the R.O.C. shall apply to the establishment, validity, and manner of the application for the opening of an account.

十七、本約定書之準據法為中華民國法律，立約人若因本約定書涉訟時，同意以立約所在地之法院為第一審管轄法院，惟不得排除民事訴訟法第 436 條之 9 小額訴訟管轄法院及消費保護法第 47 條之適用。

The law governing this Agreement shall be the laws of the R.O.C. In the event of litigation arising out of this Agreement, the Contractor agrees that the court in the place where the Agreement is entered into shall be the court of the first instance, provided that Article 436-9 of the Civil Procedure Law and Article 47 of the Consumer Protection Act shall not be excluded.

十八、本約定書未盡事宜，悉依有關法令規定辦理。

All matters not covered by this Agreement shall be governed by the provisions of the relevant laws and regulations.

十九、本約定書壹式貳份由 貴行及立約人各執壹份為憑。

Two copies of this Agreement shall be executed by the Bank and the Contractor, one copy each by the parties hereto.

二十、個人資料運用告知事項 **Notice on the use of personal information:**

(一)、由於個人資料之蒐集，涉及立約人的隱私權益，貴行向立約人直接蒐集或間接蒐集後首次利用個人資料時，依據個人資料保護法(以下稱個資法)第 8 條第 1 項規定，應明確告知立約人下列事項：1.非公務機關名稱 2.蒐集之目的 3.個人資料之類別 4.個人資料利用之期間、地區、對象及方式 5.當事人依個資法第 3 條規定得行使之權利及方式 6.當事人得自由選擇提供個人資料時，不提供將對其權益之影響。

Since the collection of personal information involves the Contractor's privacy rights, the Bank uses personal data for the first time after directly collecting or indirectly collecting from , in accordance with Article 8, Paragraph 1 of the Personal Information Protection Law (hereinafter referred to as the Personal Information Law), clearly inform the Contractor of the following matters: 1. the name of the non-public agency, 2. the purpose of collection, 3. the type of personal information, 4. the period, area, subject and manner of use of personal information, and 5. the exercise of rights and methods by the contractual party in accordance with Article 3 of the Personal Information Law, 6. the contractual party may freely choose to provide personal information, and failure to do so will have an impact on his or her rights and interests.

(二)、有關 貴行蒐集立約人個人資料之目的、個人資料類別及個人資料利用之期間、地區、對象及方式等內容，請詳閱如後附表。

Please refer to the attached table for the purpose of collecting personal information by the Bank, the types of personal information, and the period, place, subject, manner, etc.

(三)、依據個資法第 3 條規定，立約人就 貴行保有立約人之個人資料得行使下列權利：

Pursuant to Article 3 of the Personal Information Law, the Contractor may exercise the following rights with respect to the personal information of the Contractor held by the Bank:

1. 除有個資法第 10 條所規定之例外情形外，得向 貴行查詢、請求閱覽或請求製給複製本，惟 貴行依個資法第 14 條規定得酌收必要成本費用。

Subject to the exceptions set forth in Article 10 of the Personal Information Law, the Contractor may make inquiries, requests for access, or requests for copies to the Bank, provided that the Bank may charge the necessary costs in accordance with Article 14 of the Personal Data Law.

2. 依個資法第 11 條第 1 項規定，得向貴行請求更正或補充立約人之個人資料，惟依個資法施行細則第 19 條規定，立約人應適當釋明其原因及事實。

According to Article 11, Item 1 of the Personal Data Act, the Contractor may request for supplement or correction from the Bank, provided that the Contractor shall properly explain the reasons and facts in accordance with Article 19 of the Enforcement Regulations of the Personal Information Law.

3. 依個資法第 11 條第 4 項規定，貴行如有違反個資法規定蒐集、處理或利用立約人之個人資料，立約人得向貴行請求刪除、停止蒐集、處理或利用。

According to Article 11, Item 4 of the Personal Data Act, if the Bank collects, processes or uses the personal information of the Contractor in violation of the provisions of the Personal Information Law, the Contractor may request the Bank to cease such collection.

4. 依個資法第 11 條第 2 項規定，個人資料正確性有爭議者，得向 貴行請求停止處理或利用立約人之個人資料。惟依該項但書規定， 貴行因執行業務所必須或經立約人書面同意，並經註明其爭議者，不在此限。

In accordance with Article 11, Paragraph 2 of the Personal Information Law if the accuracy of the personal information is in dispute, the Contractor may request the Bank to cease processing or using the Contractor's personal information, except when the Bank is required to do so for the execution of its business or with the written consent of the Contractor and the dispute is noted in accordance with the proviso of the Paragraph.

5. 依個資法第 11 條第 3 項規定，個人資料蒐集之特定目的消失或期限屆滿時，得向 貴行請求刪除、停止處理或利用立約人之個人資料。惟依該項但書規定， 貴行因執行業務所必須或經立約人書面同意者，不在此限。

In accordance with Article 11, Paragraph 3 of the Personal Information Act, the Contractor may request the deletion, cessation of processing or use of the personal information of the Contractor when the specific purpose for which the personal information was collected has disappeared or when the period of time has expired, except when necessary for the execution of Bank business or with the written consent of the Contractor as provided in the proviso of the Paragraph.

(四)、立約人如欲行使上述個資法第 3 條規定之各項權利，有關如何行使之方式，得向 貴行客服(0800-01-7171) 詢問或於 貴行網站(網址：<https://www.tbb.com.tw>) 查詢。

If the Contractor wishes to exercise any of the rights set forth in Article 3 of the Personal Information Law, the Contractor may contact the Bank's Customer Service (0800-01-7171) or inquire on the Bank's website (<https://www.tbb.com.tw>) regarding how to exercise such rights.

(五)、立約人得自由選擇是否提供相關個人資料及類別，惟立約人所拒絕提供之個人資料及類別，如果是辦理業務審核或作業所需之資料， 貴行可能無法進行必要之業務審核或作業而無法提供立約人相關服務或無法提供較佳之服務。

The Contractor is free to choose whether to provide the relevant personal information and types of information. However, if the personal information and types of information that the Contractor refuses to provide are required for business audits or operations, the Bank may not be able to perform the necessary business audits or operations and may not be able to provide the Contractor with the relevant services or better services.

| 特定目的說明 Description of Specific Purpose | | | 蒐集之個人資料類別 Type of Personal Information Collected | 個人資料利用之期間 Period of Use of Personal Information | 個人資料利用之地區 Areas of Personal Information Use | 個人資料利用之對象 Subjects of Personal Information use | 個人資料利用之方式 Methods of Personal Information Use |
|---|--|--|--|---|---|---|--|
| 業務類別 Business Type | 業務特定目的及代號 Specific Purposes and of Business | 共通特定目的及代號 Common Specific Purpose and Codes | | | | | |
| 外匯業務 Foreign Exchange Business | 022 外匯業務 022 Foreign Exchange Business 036 存款與匯款業務 036 Deposit and remittance business 082 借款戶與存款戶存借作業綜合管理 082 Integrated management of loaner and depositor operations 088 核貸與授信業務 088 Underwriting and credit operations 106 授信業務 106 Credit Businesses 154 徵信 154 Credit collection 181 其他經營合於營業登記項目或組織章程所定之業務(例如:共同行銷或合作推廣業務等。) 181 Other businesses that fall within the scope of the business registration or the Articles of Organization (e.g., joint marketing or co-promotion business, etc.) | 040 行銷 040 Marketing 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 059 Collection, processing, and utilization of the financial services industry as required by law and financial supervision 060 金融爭議處理 060 Financial Disputes Handling 061 金融監督管理與檢查 061 Financial supervision management and inspection 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 063 Collection, processing, and utilization of personal information by non-government agencies as defined by law 069 契約、類似契約或其他法律關係管理之事務 069 Contracts, similar contracts, or other legal relationship management matters 090 消費者、客戶管理與服務 090 Consumer, Customer | 姓名、身分證統一編號、性別、出生年月日、通訊式及其他詳如相關業務申請書或契約書之容,並以本行與立約人往來之相關業務、帳戶或服務及自立約人或第三人處(例如:財團法人金融聯合徵信中心)所實際蒐集之個人資料準。Name, ID card number, gender, date of birth, correspondence, and other details as stated in the relevant business application or contract are based on the actual personal information collected from customers or third parties (e.g., Consortium's Joint Credit Information Center) in connection with the Bank's business, accounts or services with customers. | 一、特定目的存續期間。 1. The duration for a specific purpose. 二、依相關法令所定(例如商業會計法等)或因執行業務所必須之保存期間或依個別契約就資料之保存所定之保存年限。(以期限最長者為準) 2. The retention period stipulated by the relevant laws and regulations (e.g., Business Accounting Law, etc.) or necessary for the execution of business, or the retention period stipulated by individual contracts for the retention of information. | 右邊「個人資料利用之對象」欄位所列之利用對象其國內及國外所在地。 The "Subjects of Personal Information Use" column on the right lists the domestic and foreign locations of the subjects of use. | 一、本行及本行境外營業單位(含受本行委託處理事務之委外機構)。 1. The Bank and its overseas business units (including outsourced institutions entrusted by the Bank to handle affairs). 二、其他業務相關之機構(例如:通匯行、財團法人金融聯合徵信中心、財團法人聯合信用卡處理中心、台灣票據交換所、財金資訊股份有限公司、悠遊卡股份有限公司、信用保證機構、信用卡國際組織、收單機構暨特約商店等)。 2. Other business-related institutions (for example: correspondent bank, | 符合個人資料保護相關法令以自動化機器或其他非自動化之利用方式,或以國際傳輸之方式處理或利用。 The use of automated machines or other non-automated means of use in compliance with laws and regulations related to Personal Information Protection, or by means of international transmission. |

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| | | Management and Services 091 消費者保護 091 Consumer Protection 098 商業與技術資訊 098 Business and Technical Information 104 帳務管理及債權交易業務 104Accounts Management and Debt Transaction Business 136 資(通)訊與資料庫管理 136 Information (Communication) and Databank Management 137 資通安全與管理 137 Information and Information Security and Management 157 調查、統計與研究分析 157 Investigation, Statistics and Research Analysis 182 其他諮詢與顧問服務 182 Other Consultancy and Advisory Services | | (whichever is the longest) | | Financial Joint Credit Information Center, National Credit Card Center of R. O. C., Taiwan Clearing House, Financial Information Co., Ltd., Easy Card Co., Ltd., credit guarantee agencies, credit cards International organizations, acquirers and authorized stores, etc.). 三、依法有權機關(包括但不限於金融監理機關、司法、稅務機關或其他政府機關)。 3. Legally competent authorities (including but not limited to financial supervisory authorities, judicial, taxation authorities or other government agencies). 四、客戶所同意之對象(例如本行共同行銷或交互運用客戶資料之公司、與本行合作推廣業務之公司等)。 |
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| | | | | | | 4. The object agreed by the customer (for example, the company that the Bank co-markets or uses customer information interactively, and the company that cooperates with the Bank to promote business, etc.). | |
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二十一、立約人同意，於 貴行因遵循美國「外國帳戶稅收遵從法」(Foreign Account Tax Compliance Act)相關規定及所簽署之相關協議，或受美國國稅局或其他機關要求，而需提供立約人包含但不限於姓名、地址、美國稅籍編號、帳號、帳戶餘額及交易明細之資訊時， 貴行有權提供此等資訊，無須再行徵得立約人之同意，倘有資訊不足時，立約人亦有義務依 貴行之請求向 貴行為提供。

The Contractor agrees that if the Bank is required to provide information including, but not limited to, the Contractor's name, address, U.S. tax identification number, account number, account balance, and transaction details in compliance with the Foreign Account Tax Compliance Act (FATCA) of the United States and related agreements, or as requested by the IRS of the United States or other authorities, the Bank is entitled to provide such information without further consent from the Contractor, and the Contractor is obligated to provide such information to the Bank upon request in the event that such information is insufficient.

二十二、倘立約人拒絕履行前條資訊提供之義務、以任何方式阻擾 貴行為前條資訊之申報時，或 貴行有合理理由認定立約人有為前述行為之虞時， 貴行應訂三十日以上期間促請立約人改善，倘於改善期間屆滿後立約人仍未改善， 貴行有權暫停帳戶全部或部分交易功能之服務，匯入款項逕以退匯方式退回匯款行。但於立約人親自臨櫃申請並提出改善完成或配合之證明，經 貴行查證後判斷符合本開戶總約定書之要求時， 貴行將恢復帳戶之各項正常交易功能。

If the Contractor refuses to comply with its obligation to provide the above information, or in any way interferes with the Bank's reporting of the above information, or if the Bank has reasonable grounds to believe that the Contractor might be doing so, the Bank shall provide a period of at least 30 days for the Contractor to make improvements. If after the expiration of the improvement period, the Bank reserves the right to suspend all or part of the transaction functions of the account and return the incoming funds to the remitting bank in the form of a refund. However, if the Contractor applies in person at the counter and provides proof of completion of improvement or cooperation, and the Bank verifies that the requirements of this Agreement are met, the Bank will restore the normal transaction functions of the Account.

二十三、立約人如有下列情形之一時， 貴行得拒絕開戶、暫時停止各項業務往來與交易、逕行關戶或終止業務往來：

The Bank may refuse to open an account, temporarily suspend all business transactions, close the account or terminate business transactions if any of the following circumstances apply to the Contractor:

(一)、立約人或其實質受益人、高階管理人、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。

The Contractor or his/her actual beneficiaries, senior management, affiliates (such as legal representatives, agents, and authorized persons), or counterparties are individuals, legal entities, or groups designated and sanctioned by the Financing of Terrorism Prevention Acts, as well as terrorists or groups identified or pursued by foreign governments or international organizations.

(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)客戶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。

Failure to cooperate with the examination (including but not limited to telephone, letter, or on-site inspection), refusal or delay in providing information on the Contractor, the substantive beneficiary (including but not limited to information on the shareholding structure, senior management, and related parties), the customer or the person who has control over the Contractor, or unwillingness to cooperate in explaining the nature and purpose of the transaction or the source of funds, etc.

二十四、為遵循貴行、境外營業單位所在地或其他外國之監管機關、犯罪調查機關或司法機關有關防制洗錢、打擊資恐、制裁、反武擴及其他為防制金融犯罪等目的所訂定之相關法律、規定或命令，立約人同意，貴行或其境外營業單位得對立約人及其關係人於上述目的內，採取貴行或其境外營業單位認為必要之措施，包括但不限於執行客戶身分持續審查措施、要求提供實質受益人相關資訊，及/或要求說明交易之性質、目的、資金來源及提供佐證資料等。

In order to comply with the regulations stipulated by the Bank, the location of overseas business units, or other foreign regulatory agencies, criminal investigation agencies, or judicial agencies for the purpose of preventing money laundering, combating terrorism, sanctions, anti-armament expansion, and other financial crimes. The parties agree that the Bank or its overseas business units may take measures deemed necessary by the Bank or its overseas business units against the contracting party and/or its related parties for the above purposes, including but not limited to the implementation of continuous customer identity review measures, the requirement to provide relevant information on the actual beneficiary, and/or the requirement to explain the nature, purpose, source of funds and provide supporting information of the transaction.

第二章、個別約定事項 **Individual Agreements Terms**：

壹、外匯存款（活/定期、綜合存款）約定事項（FA11008）

Foreign Exchange Deposit (Demand/Time Deposit, Composite Deposit) Agreement (FA11008)

一、本存款之最低起息額及起存額悉依 貴行規定辦理，並按 貴行牌告利率計息：

The amount to start accruing interest and the starting deposit amount for this deposit are in accordance with the Bank's regulations, and the interest will be calculated according to the Bank's listed interest rate:

(一)、各存款幣別起息（存）額分述如下：

The amount to start accruing interest (and starting deposit amount) of each deposit currency are as follows:

1. 外匯活期存款起息額

Foreign exchange demand deposit amount to start accruing interest

- (1) 美金 USD、澳幣 AUD、加幣 CAD、英鎊 GBP、新加坡幣 SGD、瑞士法郎 CHF、歐元 EUR、紐幣 NZD：300 元。
- (2) 人民幣 CNY：1,000 元。
- (3) 港幣 HKD、南非幣 ZAR、瑞典幣 SEK：3,000 元。
- (4) 日幣 JPY：30,000 元。

2. 外匯定期存款起息額

Foreign exchange time deposit amount to start accruing interest

- (1) 美金 USD、澳幣 AUD、加幣 CAD、英鎊 GBP、新加坡幣 SGD、瑞士法郎 CHF、歐元 EUR、紐幣 NZD：1,000 元。
- (2) 人民幣 CNY：6,000 元。
- (3) 港幣 HKD、南非幣 ZAR、瑞典幣 SEK：10,000 元。
- (4) 日幣 JPY：100,000 元。

最低起存額為 1,000 美元或等值外幣。

The minimum initial deposit is USD 1,000 or foreign currency which equivalent to USD 1,000.

上開存款起息（存）額及條件異動時，貴行應依第一章共通約定事項第十五條約定方式辦理。

In the event of any change in the amount to start accruing interest (and starting deposit amount) and conditions of the above deposit, the Bank shall follow the procedures stipulated in Article 15 of Chapter 1 of the Common Agreement.

(二)、計息方式 Interest Calculation Method

1. 計算利息自存款日起算至付息日前一日止，一年以三百六十天計，一月以三十天計。

Interest is calculated from the date of deposit to the day before the interest payment date, and is calculated based on a 360-day year and a 30-day month.

利率表示以年利率為準，利息計算至分位（但日圓計至元位），以下四捨五入。

The interest rate shall be based on the annual interest rate, and interest shall be calculated to the nearest cent (but the Japanese yen shall be calculated to the dollar), and the following shall be rounded off.

2. (1) 外匯活期存款利息按日計息，以「元」為計息單位，於每年六月二十日及十二月二十日各結算一次。

Interest on foreign exchange demand deposits is calculated on a daily basis in "dollars" and is settled on June 20 and December 20 of each year.

(2) 外匯定期存款利息按存款日之存款利率及存單金額（含角分位）計息，足月部份按月計息，不足月部份按日計息。

Interest on foreign exchange time deposits is calculated based on the deposit interest rate and the amount of the deposit certificate (including the decimal places) on the date of deposit, and the full month portion is calculated on a monthly basis, while the portion less than one month is calculated on a daily basis.

二、外匯定期存款 Foreign Exchange Time Deposit：

(一)、外匯定期存款中途解約時立約人應於七日前通知 貴行或經 貴行同意後辦理並依下列規定計息：

When a foreign exchange time deposit is terminated early, the Contractor shall notify the Bank or obtain the Bank's consent seven days in advance, and the interest shall be calculated in accordance with the following provisions:

1. 實存期間未滿一週者，不予計息。

Interest will not be calculated if the actual deposit period is less than one week.

2.存滿一週以上未滿一個月者，按實存期間依起存日之牌告外匯活期存款利率八折單利計息。

If the deposit period is more than one week but less than one month, the interest shall be calculated based on the actual deposit period at 80% of the posted foreign exchange demand deposit interest rate as of the date of deposit on simple interest basis.

3.存滿一個月以上者(包括不足整月之零星日數):

For deposits of one month or more (including fractional days of less than one full month):

(1) 採「固定」計息時:按實存期間依起存日之相當期別牌告定期存款利率八折單利計息。

"Fixed" interest rate: The interest shall be calculated based on the actual deposit period at 80% of the posted time deposit interest rate of equivalent term as of the date of deposit on simple interest basis.

(2) 採「機動」計息時:按實存期間依起存日之相當期別牌告定期存款利率八折單利計息，如遇牌告利率調整，於利率調整日改依新牌告利率分段八折單利計息。

"Floating" interest rate: The interest shall be calculated based on the actual deposit period at 80% of the posted time deposit interest rate of equivalent period as of the date of deposit on simple interest basis. If the posted interest rate is adjusted, the interest is calculated at 80% of the new posted interest rate on adjustable simple interest basis on the date of interest adjustment.

(3) 進行前述計算時，如貴行未設有相當期別牌告利率，則依前一較低期別牌告定期存款利率八折單利計息。

If the Bank does not have a posted interest rate of equivalent period the interest shall be calculated based on 80% of the posted time deposit interest rate of the previous lower period on simple interest basis.

(二)、外匯定期存款到期後逾期提取者，其逾期期間之利息依照提取日 貴行外匯活期存款利率折合日息單利計付，存款到期日至提取日期間，遇 貴行活期存款牌告利率調整時，應按調整之牌告利率折合日息單利分段計付逾期利息。

If a foreign exchange time deposit is withdrawn after maturity, the interest during the overdue period shall be calculated and paid according to the interest rate of the foreign exchange demand deposit of the Bank on the date of withdrawal converted into daily interest on simple interest basis. If the posted interest rate of the Bank's demand deposit is adjusted during the period from the maturity date to the withdrawal date, the overdue interest shall be calculated according to the adjusted posted interest rate converted into daily interest on adjustable simple interest basis

三、本存款項下外匯定存之計息方式一經選定，在存期中即不得再申請變更。

Once the interest-bearing method of the foreign exchange time deposit under this deposit is selected, no further application for change is allowed during the deposit period.

四、本存款存摺/存單與 貴行記載數額不符時，以 貴行記載之正確數額為準，惟立約人若能證明 貴行記載數額有錯誤時，貴行應予更正該錯誤額。

In case of a discrepancy between the amount recorded in the passbook/deposit certificate and the amount recorded by the Bank, the correct amount recorded by the Bank shall prevail, if the Contractor can prove that the amount recorded by the Bank is incorrect, The Bank shall rectify the incorrect amount accordingly.

五、本存款之存摺、印鑑遺失，立約人當即通知 貴行，並親自辦理掛失止付、印鑑變更或存摺補發。

If the passbook and seal of this deposit are lost, the Contractor shall immediately notify the Bank and report the loss, stop payment, change the seal or reissue the passbook in person.

六、立約人與 貴行往來期間，因其他關係而經 貴行提起訴訟或經任何人聲請假扣押、假處分、強制執行、破產宣告、裁定重整、停止營業及其他法律處分者，本存款項下之各種存款，均得視為全部到期，立約人並即喪失一切債務期限之利益及任由 貴行依法行使質權或主張抵銷，貴行且無通知之義務。

If, in the course of the relationship between the Contractor and the Bank, any litigation is initiated by the Bank or any person claims provisional attachment, provisional injunction, enforcement, bankruptcy declaration, reorganization, cessation of business, or other legal sanctions, all deposits under the Deposit shall be deemed to be fully matured and the Contractor shall forfeit all benefits of the term of the debt and be at the disposal of the Bank to exercise the right of pledge or claim set-off in accordance with the law, and the Bank shall have no obligation to notify the Contractor.

七、外匯綜合存款 Foreign Exchange Composite Deposit :

(一)、本存款係綜合 貴行現行之外匯活期存款(以下簡稱外匯活存)及外匯定期存款(以下簡稱外匯定存)等業務，納入同一本存摺內，立約人憑該存摺，與存款憑條或取款憑條，或依其他約定方式，辦理存取款項等業務往來，概不得請求發給存單或其他憑證。

This deposit is a composition of the Bank's current foreign exchange demand deposit and foreign exchange time deposit, etc., in the same passbook. The Contractor shall not request for the issuance of a certificate of deposit or other certificates when he/she uses the passbook to make transactions with the deposit slip or the withdrawal slip, or in any other manner as agreed.

(二)、本存款所轉存之外匯定存將逐筆列印明細資料於存摺末頁之「外匯定期存款明細」欄內，本行不另簽發存單或其他憑證。

The details of the foreign exchange time deposit transferred from this deposit will be printed in the "Foreign Exchange Time Deposit Details" section on the last page of the passbook, and no separate deposit certificate or other certificates will be issued.

(三)、立約人若未辦理自動轉期申請，於本存款之外匯定存到期時，由 貴行將本金及扣稅後之利息轉入本存款之外匯活存內，再依約定之轉存方式轉存外匯定存。

If the Contractor does not apply for automatic rollover, the Bank will transfer the principal and after-tax interest to the foreign exchange demand deposit at the maturity of the foreign exchange time deposit and then transfer it to the foreign exchange time deposit in accordance with the agreed re-deposit method.

(四)、立約人同意將本存款項下現在及將來所存入之外匯定存，僅得提供 貴行設定質權並出質予貴行，立約人並聲明絕不將本存款轉讓或設定質權予第三人或他行。

The Contractor agrees to only provide the Bank with the pledge right and pledge to the Bank for the current and future foreign exchange time deposits under this Deposit. The Contractor declares that he/she will not transfer or pledge this Deposit to a third party or another bank.

- (五)、本存款申請自動轉存定期存款者，於活存各幣別餘額分別達各該幣別之保留額及該幣別外匯定存之最低起存額以上時，其超過保留額之部分，將以轉存額或其倍數為單位自動轉存所約定之外匯定存並辦理自動轉期，惟每次自動轉存金額亦須達各該幣別外匯定存之最低起存額以上。自動轉期方式預設為本金自動轉期無限次，利息到期轉入外匯活期存款帳戶，如欲變更自動轉期方式，則應填具「外匯定期性存款約定事項 申請/變更/註銷 申請書」辦理變更。計息方式分為固定或機動，存款期間以貴行牌告為限。

For those who apply for automatic transfer of this deposit to time deposit, if the balance of each currency reaches the reserve amount of each currency and the minimum starting amount of the foreign exchange time deposit in that currency, the amount in excess of the reserve amount will be automatically transferred to the foreign exchange time deposit in the amount of the transfer or a multiple thereof and automatically rolled over, provided that the amount of each automatic transfer reaches the minimum starting amount of the foreign exchange time deposit in that currency. If the Contractor wishes to change the automatic rollover method, he/she should fill out the "Application Form for Foreign Exchange Time Deposit Application/ Change/ Cancellation" for the change. The interest accrual method can be fixed or floating, and the deposit period is subject to the notice of the Bank.

- (六)、立約人同意如欲變更或註銷開戶申請書暨約定書之外匯綜合存款自動轉存約定時，應重新填具「外匯定期性存款約定事項 申請/變更/註銷 申請書」辦理。

The Contractor agrees that if he/she wishes to change or cancel the Application for Opening an Account and the Agreement for automatic transfer of foreign exchange time deposits, he/she should fill out a new "Application Form for Foreign Exchange Time Deposit Application/ Change/ Cancellation" for processing.

- 八、立約人如對本約定書有疑義，申訴管道：免付費服務電話：0800-01-7171 按 5 或電子信箱(e-mail)：臺灣企銀網站 <https://www.tbb.com.tw> 客服信箱

If the Contractor has any doubt about this Agreement, the complaint channel: Toll-free service telephone number: 0800-01-7171 press 5 or e-mail: Taiwan Business Bank website <https://www.tbb.com.tw> Customer Service Mailbox.

- 九、外匯匯入匯款處理 Foreign Currency Inward Remittances:

- (一)、匯入匯款電文明確標示客戶之戶名及帳戶，且資料齊全未有其他指示者，立約人同意貴行核對無誤後得逕依電文指示存入立約人之存款帳戶，惟立約人仍需提供該匯入款項之交易性質，並授權貴行逕自匯入匯款中或自立約人存款帳戶中扣取立約人就匯入匯款所應繳付之各項費用。

If the inward remittance message clearly states the customer's name and account number, and the information is complete without other instructions, the Contractor agrees that the Bank may deposit the funds into the Contractor's deposit account according to the instructions of the message after verifying that the information is correct. However, the Contractor still needs to provide the nature of the transaction of the inward remittance and authorizes the Bank to debit the all expenses payable by the Contractor in respect of the inward remittance from the inward remittance or from the Deposit Account of the Contractor.

- (二)、匯入匯款一經轉存入戶即視為立約人業已取得該筆款項，若有重複入帳，經貴行通知後，立約人當立即償還；如匯款行因故取消或立約人擬拒收該筆匯入匯款時，立約人應臨櫃辦理退匯相關事宜。

Once the inward remittance is transferred to the account, the Contractor shall be deemed to have received the fund. In case of duplication, the contractor shall return the fund immediately after notified by the Bank. If the remitting bank cancels the remittance for any reason or if the Contractor intends to reject the remittance, the Contractor should apply for the return of the remittance at the counter.

- 十、國際金融業務分行收受之存款不受中央存款保險股份有限公司存款保險之保障(存款保險條例第 12 條第 3 項)。

The deposits received by the international financial business branch are not protected by the deposit insurance of the Central Deposit Insurance Corporation (Article 12- 3 of the Deposit Insurance Regulations)

開戶申請書暨約定書

ACCOUNT OPENING APPLICATION AND AGREEMENT

【企業戶約定書代號：11301】(雙語)

【Enterprise Agreement No. : 11301】(Bilingual)

立約定書人(以下簡稱立約人)茲向臺灣中小企業銀行(以下簡稱 貴行) _____ 申請開設往來帳戶，或/並申請辦理 貴行所提供下列服務，願遵守立約人所選擇服務項目之各約定事項及開戶總約定書之約定事項辦理。

The contracting party (hereinafter referred to as the contracting party) hereby apply to Taiwan Business Bank (hereinafter referred to as your bank) _____ to open a current account, or/and apply for the following services provided by your bank, and are willing to abide by the service items selected by the contracting party Handle the various agreed items and the agreed items in the account opening general agreement.

※立約人同意嗣後 貴行新增或修改本往來帳戶相關服務項目時，應於 貴行營業場所或網站公告之，立約人若對約定事項有異議時，得終止本約定書。

※The parties agree that when your bank adds or modifies the service items related to this current account, it should be announced on your bank's business premises or website. If the parties have any objections to the agreed items, this agreement may be terminated.

※開戶總約定書目錄 Table of account opening general agreement

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| 第一章、共通約定事項 Common Agreements : (GN11301) |
| 第二章、個別約定事項 Individual Agreements : |
| 壹、外匯存款約定事項 Foreign Exchange Deposit Agreement (FA11008) |

※立約人申請之服務項目 Service applied by the applicant :

(申請部分畫 V Please check the box below V)

- 壹、申請外匯存款帳戶 Apply for a Foreign Exchange Deposit Account :
- (一)外匯活期存款(與外匯綜合存款二擇一開戶)，開戶幣別____(未指定者以美元開戶)
Foreign Exchange Demand Deposit (Select either Foreign Exchange Demand Deposit or Foreign Exchange Composite Deposit); currency of the A/C _____ (If not designated, then USD.)
- (二)外匯定期存款
Foreign Exchange Time Deposit
- (三)外匯綜合存款(與外匯活期存款二擇一開戶)，開戶幣別____(未指定者以美元開戶)
Foreign Exchange Composite Deposit (Select either Foreign Exchange Demand Deposit or Foreign Exchange Composite Deposit); currency of the A/C _____ (If not designated, then USD.)

- 申請自動轉存定期性存款:外匯綜合存款之活存各幣別餘額分別達各該幣別之保留額及該幣別外匯定存之最低起存額以上時，其超過保留額之部分，將以轉存額或其倍數為單位自動轉存所約定之外匯定存並辦理自動轉期，惟每次自動轉存金額亦須達各該幣別外匯定存之最低起存額以上。自動轉期方式預設為本金自動轉期無限次，利息到期轉入外匯活期存款帳戶：

Apply for the Automatic Re-deposit of Time Deposits: When the balance of a Foreign Exchange Composite Deposit in a particular currency exceeds both the reserved amount and the minimum initial deposit amount of the Foreign Exchange Time Deposit in that currency, for the amount exceeding the reserved amount, an automatic re-deposit of the designated Foreign Exchange Time Deposit will be performed based on the re-deposit amount or its multiples, and an automatic renewal will be conducted, provided that the amount of each automatic re-deposit must exceed the minimum initial deposit amount of the Foreign Exchange Time Deposit of that currency. The automatic renewal method defaults to the automatic renewal of the principal with unlimited times, and the interest will be paid to the Foreign Exchange Demand Deposit account at maturity.

| 幣別 Currency | 保留額 Retention | 轉存額 Re-Deposit | 計息方式 Interest Calculation Methods | 存款期間 Period of Deposit |
|----------------|------------------|-------------------|--|---|
| | | | <input type="checkbox"/> 固定 Fixd <input type="checkbox"/> 機動 Floating | <input type="checkbox"/> __週 Week / <input type="checkbox"/> __月 Month |
| | | | <input type="checkbox"/> 固定 Fixd <input type="checkbox"/> 機動 Floating | <input type="checkbox"/> __週 Week / <input type="checkbox"/> __月 Month |
| | | | <input type="checkbox"/> 固定 Fixd <input type="checkbox"/> 機動 Floating | <input type="checkbox"/> __週 Week / <input type="checkbox"/> __月 Month |
| | | | <input type="checkbox"/> 固定 Fixd <input type="checkbox"/> 機動 Floating | <input type="checkbox"/> __週 Week / <input type="checkbox"/> __月 Month |

※立約人確認事項 Confirmation for the contracting party :

(一)立約人同意遵守本約定書(含開戶總約定書)，並確認下列事項：(請務必擇一勾選)

The contracting party agrees to abide by this agreement including the general agreement on account opening, and confirm the items as follows, (Please be sure to tick one)

本約定書(含開戶總約定書)及所載約定事項已經立約人攜回審閱逾五日 (合理審閱期間至少五日)。

This agreement, including the general agreement on account opening, and the agreed matters contained in it have been brought back by the contracting party for review for more than five days (the reasonable review period is at least five days)

立約人已於事前詳閱全部條款，充分瞭解且同意其內容。

The contracting party has carefully read all the terms in advance, fully understand and agree to the terms in the agreement.

(二)立約人確認所提供之下列基本資料均屬正確無誤，且知悉並同意 貴行一併更新立約人原留存於 貴行之其他存款、放款及信託業務基本資料(企業網路銀行、證券業務所約定之電子郵件信箱除外)。立約人同意 貴行嗣後所為之通知，以下列資料為準。

The basic information provided by the contracting party is confirmed correct, and the contracting party is fully acknowledged and agree the applicant's basic information will be updated at the same time among deposits, loans, credit cards, bonds, and trust businesses that the information of contracting party originally filed in the Bank. (Except the e-mail address designated by the enterprise online banking, the securities business) Contracting party agrees that any notice from the Bank should base on the following information.

此致

Sincerely,

臺灣中小企業銀行

Taiwan Business Bank

立約人 (即存戶) :

Contracting party (A/C Owner)

簽章 (立約印鑑)

Signature (Contracting Stamp)

公司執照號碼 Company Certificate No. :

茲收到 Due to received

「開戶申請書暨約定書」(版本代號 11301) “Account Opening Application and Agreement” (Ver. No. 11301)、 「開戶總約定書」(版本代號 11301) General Agreement for Account Opening” (Ver. No. 11301)

其他 Other _____

以上共 _____ 件如數收訖，恐口說無憑特立此據

Received documents _____ in total as above, in witness whereof.

此致



Review the latest version of the (OBU)
Standard Tariff-Foreign Exchange Service

臺灣中小企業銀行
Taiwan Business Bank

簽收人 Recipient :

簽章 Signature and Seal Stamp

簽收日 Receipt Date (DD/MM/YYYY) : 中華民國 _____ 年 _____ 月 _____ 日

交付人 : _____ (行外開戶不得為原外開見簽人員)