



# 開戶總約定書

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## 開戶總約定書

本開戶總約定書(以下簡稱本約定書)之審閱期間為七日(法律另有規定少於七日者,依其規定),立約人開立帳戶時交由立約人審閱,立約人亦可逕向 貴行連絡索閱,或隨時可於 貴行網站(網址為: www.sc.com/tw/)下載最新或更新之版本。立約人於使用本約定書各項服務前務必詳細閱讀本約定書。未經審閱詳閱本約定書,請勿使用本約定書各項服務。立約人同意遵守本約定書之各約定事項,其內容包含開戶約定事項、信託帳戶約定事項等約定。而實際適用於立約人之約定事項仍以立約人與 貴行實際往來之服務為準。

立約人從事各項往來之交易仍需符合 貴行要求之條件下始可進行,立約人並聲明已於合理期間內審慎閱讀 貴行本約定書所載各項約定事項且同意其內容。立約人於渣打國際商業銀行股份有限公司各分行(以下稱「貴行」)開立存款帳戶、信託帳戶及/或其他帳戶(以下稱「立約人」),其使用下列任何服務,皆應在各適用範圍內,遵守下列各項規定:

### I. 開戶約定事項

#### 壹、一般約定事項

除於各約定事項內有特別約定者外,本約定書下之各項服務及嗣後新增及修改之任何服務,皆適用下列一般約定事項:

##### 一、開戶條件及方式

立約人開立各項帳戶時須本人親自依『姓名條例』以戶籍登記之本名開戶,如係公司、行號、團體,應填明負責人姓名;並應出具雙重身份證明文件(個人戶部分,除身分證外,並應提供其他可資證明身分之文件,如健保卡、護照、駕照或學生證等;非個人戶部分,除登記證照外,並應提供董事會議紀錄、公司章程或財務報表等。)就簽名或蓋章擇一或合併留存及 貴行規定之其他開戶文件,並符合相關法令規定方得開戶。立約人因特殊狀況無法親自辦理開戶手續,得依法出具委託書或授權書委任或授權第三人代辦,貴行對委任或授權事項於辦理徵信調查確認無誤後得准予辦理開戶手續。

##### 二、開戶申請書

立約人於審閱本約定書並填寫相關開戶申請書之日起,除 貴行另有特別規定外,於法令允許之範圍內,得透過 貴行同意之其他方式開啟尚未申請之其他帳戶/服務,並於 貴行收到開戶申請書之正本且完成內部作業程序後生效。立約人並應遵守各種申請書規定之約定事項。

##### 三、立約人資料及簽章之變更

立約人留存於 貴行之資料遇有更動時,應於三十日內以書面(須用立約人本人留存簽章)或 貴行當時可接受之方式通知 貴行。縱立約人未於資料更動時通知 貴行,為洗錢防制等目的,貴行仍得定期主動聯繫立約人以確認資料之正確性,並據以更新相關資料。於 貴行聯繫立約人確認、更新資料時,立約人有義務將以下列舉項目(以下合稱「重要資訊」)之最新資料提供予 貴行,或確認先前留存於 貴行之重要資訊皆未變動。重要資訊依帳戶係個人戶或非個人戶帳戶之事業組織型態,分別包括:個人戶:(一)姓名;(二)身分證字號(或護照號碼);(三)國籍;及(四)出生年月日;及(五)住址。非個人戶獨資商號:(一)商號名稱;(二)商號登記、營運及通訊地址;(三)商號統一編號;(四)商號所營事業及營業性質;及(五)商號負責人姓名、身分證字號(或護照號碼)、國籍及出生年月日。非個人戶合夥事業:(一)合夥事業名稱;(二)合夥事業登記、營運及通訊地址;(三)合夥事業統一編號;(四)合夥事業所營事業及營業性質;及(五)各合夥人之姓名、身分證字號(或護照號碼)、國籍及出生年月日。獨資、合夥事業以外非個人戶之法人:(一)法人名稱;(二)法人登記、營運及通訊地址;(三)法人統一編號;(四)法人所營事業及營業性質;(五)法人負責人之姓名、身分證字號(或護照號碼)及出生年月日;(六)法人之董事及監察人(如有)之姓名、身分證字號(或護照號碼)、國籍及出生年月日;(七)法人與 貴行業務往來之授權簽字人之姓名、身分證字號(或護照號碼)、國籍及出生年月日;及(八)持股 10%以上股東之姓名、身分證字號(或護照號碼)、統一編號、國籍、設立地及出生年月日。如持股 10%以上股東為法人,亦包括該法人股東之持股 10%以上自然人股東之姓名、身分證字號(或護照號碼)、國籍及出生年月日及其法人股東之名稱、統一編號及設立地。於本約定書簽署日後,如 貴行依據或為遵循相關法規或相關主管機關、司法機關、檢調機關或交易所命令或指示之目的需從事相關之資料蒐集或審閱時,立約人亦有提供相關資訊之義務。就重要資訊之提供或確認,立約人應於 貴行指定之期限內,以 貴行指定之方式或雙方另行約定之其他方式完成提供或確認,且應擔保該等重要資訊之正確性、真實性與完整性,並於接獲 貴行要求時,配合提供相關佐證資料。惟留存簽章之變更應由立約人本人親自提出申請;倘本人因特殊情況無法親自申請留存簽章之變更而授權他人為之時,該代理人應臨櫃代為提出申請並出具立約人親簽之授權書以供 貴行確認本人及代理人之身分。上述之變更於 貴行收悉時方得拘束 貴行。

##### 四、扣帳

- 立約人同意 貴行得於國內外之主管機關要求時,自立約人之帳戶扣繳或支付依據相關法規、命令或國內外主管機關、政府之協議或指示之金額。
- 立約人謹以本約定書之約定為憑,授權 貴行得(但 貴行並無義務)無須經事先通知立約人而逕自立約人任一帳戶內扣帳以抵付立約人於本約定書、其他合約或政府法令之要求項下應付 貴行之各項本金、利息、遲延利息、手續費、郵電費、違約金、註銷退票記錄手續費、與 貴行往來所應負擔之稅捐、健保補充保費、應償還 貴行之代墊款等應付款項。

##### 五、最低日平均帳戶餘額及手續費

貴行得依不同帳戶之性質訂定每月最低日平均帳戶餘額(以下稱「平均餘額」),未達平均餘額者,貴行得依不同帳戶之性質按月酌收管理費。該等金額將依本約定書之約定方式通知立約人。貴行得逕自立約人之各帳戶內直接扣取該等帳戶管理費,且 貴行得隨時修改有關平均餘額及帳戶管理費之金額,並將修改內容及生效日期公告於 貴行營業廳、網站上、列印於月結單或其他書面通知寄送予立約人。倘立約人不同意 貴行之修改,得隨時終止與 貴行之帳戶往來關係及本約定書。

##### 六、月結單及往來憑證

- 立約人瞭解 貴行提供綜合月結單之客戶條件為 貴行無摺帳戶、無存單外幣定期存款帳戶、公司戶定期存款帳戶、貴賓客戶、Mortgage One 靈活房貸客戶、理享貸客戶、VISA 金融卡刷卡交易戶、透過網路銀行暨行動銀行進行各項台幣約定轉帳/台幣非約定轉帳/繳稅費/台幣定存/台幣基金之交易戶、透過電話銀行進行各項台幣約定轉帳/台幣非約定轉帳/繳稅費/台幣定存之交易戶及於 貴行帳戶有從事財富管理或尚有庫存者。除另有約定者外,所有立約人之帳戶,貴行應發給存摺。另有約定者乃指針對無摺、無存單定存款業務 貴行每月應提供月結單於立約人,針對貴賓戶 貴行將每月定期將各帳戶(含存款帳戶、信託投資帳戶及貸款帳戶)之綜合月結單寄送予立約人,月結單之方式得以書面或電子等方式呈現。立約人如未接獲當月之月結單,應立即通知 貴行。如立約人發現月結單內容有不符時,應於收到月結單後四十五日內通知 貴行查明,否則推定其內容無誤。
- 自 2013 年 1 月起,貴行並得就立約人信託帳戶所進行之投資交易或異動,依綜合月結單之相同提供方式,於交易或異動完成後,寄發信託投資交易確認通知予立約人,立約人如未接獲信託投資交易確認通知,應立即通知 貴行。如立約人發現信託投資交易確認通知內容有不符時,應於收到信託投資交易確認通知後十四日內通知 貴行查明,否則推定其內容無誤。
- 又 貴行留存有關往來憑證之正影本、相片或電腦存儲資料等,除立約人證明其內容有誤而由 貴行更正者外,立約人同意其得作為立約人相關往來交易之有效證據。
- 立約人同意,貴行依立約人留存於 貴行之最後通訊地址或電子郵件地址寄發綜合月結單遭退件達一定次數後,貴行基於交易安全考量得暫停對立約

人全部或一部之服務，如立約人嗣後親自臨櫃、透過銀行電話理財服務或其他經 貴行同意之方式，按 貴行之要求提供及 / 或更新留存於 貴行之通訊地址、電子郵件地址及 / 或其他資訊，貴行得於立約人完成前述資訊更新後恢復暫停之全部或一部的服務。

## 七、外匯兌換及申報

於進行本約定書下任何交易而涉及貨幣兌換時，除另有約定外，貴行得依進行交易時 貴行廣告匯率辦理，匯兌風險由立約人承擔；如須向中央銀行申報結購或結售外匯者，立約人須依規定據實申報並填寫主管機關規定之申報文件。於申報結購或結售外匯時，倘因法令規定、政府政策限制或因立約人之外匯結匯額度不足致不能結匯時，應由立約人自行負責。倘就任何結匯，貴行獲知立約人已超出當時結匯額度，貴行得不予執行該相關交易。立約人茲聲明保證其結購及結售外匯均符合法令及政府政策規定，如致 貴行遭受任何損害（包括但不限於主管機關之處罰），立約人願負一切責任。

## 八、求償限制、政府規定及 貴行規章

1. 本約定書項下之各項存款、信託資產及其他交易限向 貴行在中華民國境內承辦相關業務之分行請求償付 / 履行，並受中華民國法令（包括行政命令及政府行為）規定之拘束。
2. 倘 貴行認為提供本約定書項下之任何服務會使 貴行違反法令或政策時，即無提供該等服務之義務。立約人如申請國際金融業務分行之帳戶，並應遵守國際金融業務條例及相關法令。
3. 立約人同意不得將存單、存摺、印鑑、密碼、金融卡、蓋妥原留印鑑之空白取款憑條/交易指示書/商品申購書等交易單據交付給 貴行行員或任何第三人保管或使用，或要求 貴行行員或任何第三人代為使用網路銀行、電話銀行及自動櫃員機等自動化通路辦理轉帳、申購基金、投資商品或提現等交易。立約人如有違反或因前述行為所致之任何損失，概由立約人自負其責與 貴行無涉。
4. 立約人同意遵守 貴行現行或日後所修訂有關適用於立約人任何帳戶之規章及受此等規章之約束。
5. 立約人同意賠償 貴行因其違反上述限制規定及規章而引致之任何損失。

## 九、資訊揭露、個人資料及委外作業

1. 就民國 99 年 5 月 26 日修正公布之個人資料保護法條文施行前(即民國 101 年 9 月 30 日(含)之前)訂約之立約人：
  - (1) 除有關支票存款特別約定事項外，立約人並同意 貴行為(A)處理立約人與 貴行往來交易及向立約人推介各項業務(B)准許第三人推介及提供其產品及服務之目的(有關上述(A)及(B)項推介規定，立約人得隨時以書面通知 貴行取消本項同意，並自 貴行收到該通知後翌日生效)，(C)一般金融同業徵信、財務資訊交換之目的，(D)從事相關法令所允許之其他交易或營運管理需要之目的(包括但不限於行銷、稅務、諮詢顧問服務、行政研究、統計調查分析、資訊與資料庫管理、輔助性與後勤支援、控管風險、執行洗錢防制作業、對金融犯罪、內部舞弊、外部詐欺等風險進行管理、配合全球打擊恐怖份子調查以及共同行銷等目的)，得隨時(或委託之第三人)蒐集、電腦處理或國際傳遞及利用立約人之個人資料(如姓名、地址、電話、身分證字號等)。立約人特別同意 貴行及其職員、代理人，得將與立約人、立約人之帳戶及/或與 貴行及 貴行之母行(含其所有分行)(下稱「母行」)之交易關係相關之資訊，包括但不限於立約人在 貴行與母行之貸款細節、取得之擔保品、已進行之交易，及帳款餘額確認及部位，揭露給：
    - A. 貴行之母行、任何其子公司或其控股公司之子公司、關係企業、在任何地區之辦事處或分行(下稱「被核准之人」)；
    - B. 為被核准之人提供服務，且對被核准之人負有保密責任之專業顧問及服務提供者；
    - C. 對於 貴行依任何合約與立約人間之權利及/或義務，有事實上或潛在之參與之人，或受讓與、承擔、或移轉之人(任何前揭人之代理人或顧問)；
    - D. 任何信用評等機構、任何被核准之人之保險公司或保險經紀人、或直接或間接對任何被核准之人提供信用保障之人；
    - E. 任何對於被核准之人有管轄權之法庭或仲裁庭或主管機關、監理機關、政府或準政府機關；
    - F. 財團法人金融聯合徵信中心(下稱「聯徵中心」)、受 貴行委託或合作之第三人、往來之金融機構、及依法令規定之其他第三人。(有關上述 A 至 D 項交易資料提供規定，立約人得隨時以書面通知 貴行取消本項同意，並自 貴行收到該通知後翌日生效)
  - (2) 立約人茲同意 貴行得將立約人與 貴行往來交易處理事項之一部或全部，包括但不限於行銷、稅務行政、電信、電腦系統作業、資料登錄、處理、輸出、後勤作業、文件掃描作業、資料輸入、表單列印、裝封、交付郵寄、轉匯、存、付款、交換、徵信、催收等各項與 貴行處理交易及作業有關之事項，委由第三人代為處理，並同意 貴行得將立約人之各項往來資料，於處理必要範圍內提供予受 貴行委任處理事務之第三人。
2. 就民國 99 年 5 月 26 日修正公布之個人資料保護法條文施行後(即民國 101 年 10 月 1 日(含)之後)訂約之立約人： 貴行蒐集、處理、利用立約人之個人資料，應依個人資料保護法相關規定及 貴行之「個人資料蒐集、處理、利用告知事項」辦理。
3. 立約人如為公司、商號、組織、機構、其他法人或非法人團體，除前二項約定外，並應適用本項之約定：
  - (1) 貴行得揭露立約人所提供之資訊或與立約人相關之資訊予：
    - A. 貴行之關係企業；
    - B. 貴行或 貴行關係企業之服務提供者、專業顧問、保險人或保險經紀人，其對揭露資訊之人負有保密義務者；
    - C. 於當事人間之交易下之 貴行權利或義務之現有或潛在參與者、次參與者或受讓入(或其代理人或專業顧問)；
    - D. 評等機構或信用保護之直接或間接提供者；或
    - E. 法律或主管機關要求者。
  - (2) 於不影響本項第一款且於相關法令許可範圍之下，立約人同意 貴行得將立約人所提供之資訊 (包括但不限於信用資料、資本額、營業額、存款不足之退補紀錄、支票及拒絕往來資訊)提供予金融同業、聯合徵信中心、任何政府機關、 貴行海外分支機構、 貴行國內與海外之關係企業、通匯行、聯合信用卡中心、臺灣票據交換所、財金資訊公司、臺灣證券交易所股份有限公司、臺灣期貨交易所股份有限公司、財團法人中華民國櫃檯買賣中心、臺灣集中保管結算所股份有限公司、同業公會、財團法人金融消費評議中心、信用卡國際組織、收單機構、信用保證機構、財團法人中小企業信用保證基金、 貴行與 貴行國內與海外之關係企業委託處理業務之第三人、未受中央目的事業主管機關限制之國際傳輸個人資料之接收者、任何主管機關指定之機構、當事人所同意之對象、其他與 貴行有業務往來之機構，以及依法有權機關或金融監理機關，包括但不限於揭露個人資料給本項第一款所載之對象。立約人亦同意前述機構得將該資訊提供予第三方進行確認。立約人同意本項所述之使用視為符合「個人資料保護法」(含其之後之增訂或修改)下之同意。
  - (3) 於不違反本項第一款之前提下，立約人同意因以下目的蒐集、處理、進行國際傳輸、或利用立約人提供之資料：A.處理立約人指示、B.推介或提供產品及服務、C.由其他金融機構或與之一同進行信用調查及交換金融資訊、D.交易、作業及/或管理需求、及 E.依 貴行所提供之「個人資料蒐集、處理、利用告知事項」(下稱「告知事項」)所載之目的或依其營業登記項目或其章程所訂業務需要或法令所准許之各項目的。
  - (4) 立約人茲聲明並擔保於提供予 貴行有關其職員、董事、監察人、其他類似職等人員或任何個人(下合稱「人員」)之個人資料前，會將 貴行提供之「個人資料蒐集、處理、利用告知事項」(此稱「告知事項」)交付予各該相關人員，並就提供予 貴行之個人資料，告知其職員、董事、監察人及任何人員 貴行蒐集個人資料之目的、類別、利用之期間、地區、對象及方式及其依「個人資料保護法」第 3 條規定得行使之權利及方式、貴行取得其個人資料之來源及任何其他法令規範應告知之事項，並取得各該人員對該告知事項內容之同意。前開告知事項如有修訂，立約人同意 貴行得以言詞、書面、電話、簡訊、電子郵件、傳真、電子文件、或其他足以使立約人知悉或可得知悉之方式，告知立約人修訂要點，立約人並同意將修訂後告知事項交付予相關人員並取得同意。
4. 如本約定書所訂定或約定與個人資料之蒐集、處理、利用、國際傳輸有關條款與告知事項有所歧異者，以告知事項及其後 貴行修訂之版本為準。
5. 立約人瞭解貴行須受中華民國、美國、英國及其他國家有關洗錢、反貪污、反抵制、外國帳戶稅務遵守法案及其他類似法令下之報告義務及其他規定之規範，並同意於必要範圍內提供 貴行相關文件、資料及與 貴行合作，以使 貴行符合上述法令或因此所簽訂相關契約之要求。貴行為內部控制及風險管理必要，會定期執行客戶身分辨識之審查，如立約人未提供相關文件、資料，貴行有權得拒絕一項或多項之交易、或中止或關閉立約人之帳戶。

6. 貴行得委託第三方處理一部或全部與本約定書所約定之相關服務，並以處理此等事務為目的，於必要範圍內向 貴行委託之第三方揭露有關立約人之資訊。
7. 貴行同意將對立約人所提供之資訊或與立約人相關之資訊保持機密。
8. 立約人同意 貴行得授權第三方對立約人提供資訊進行處理。
9. 立約人保證所提供予 貴行之所有資料正確無誤，且授權 貴行得於 貴行所定特定目的範圍內隨時向有關各方(包括但不限於聯徵中心)查證、蒐集立約人之相關個人資料，並得就該個人資料為處理、利用及國際傳輸。立約人資料有所變更時，應儘速通知 貴行。
10. 根據相關法律之規定/或立約人之同意，於有必要確認立約人於任何國家或地區之稅務責任時，貴行或 貴行之母行(含其所有分行)得將立約人之資訊提供給國內外之主管機關或稅務機構。

#### 十、違約情事

下列任一情事發生，皆構成本約定書所稱之「違約情事」，且除存款質借外，貴行除得依第十五條終止之約定隨時終止本約定書項下之各項帳戶及/或往來關係外，貴行並得隨時暫停全部或一部之服務，或隨時以書面通知終止本約定書之全部或一部：

1. 立約人未按期支付或償付依本約定書或其他合約項下所應付 貴行之任一宗本金債務者；
2. 立約人無清償能力、或有聲請破產法上之和解、聲請宣告破產、聲請公司重整、經票據交換所列為拒絕往來戶、停止營業、解散、撤銷、廢止、清理債務等情事之一者；
3. 立約人未能依本約定書補提擔保或因法令之變更或主管機關之解釋致 貴行對立約人提供之融資或條件有違反法令之虞，經 貴行要求立約人返還全部或部分融資或補提其他擔保，而立約人未如期照辦時；
4. 立約人死亡；
5. 立約人喪失行為能力而未依法指定法定代理人或監護人者，或立約人受輔助宣告而未依法設置輔助人者；
6. 立約人未依本約定書或其他合約項下按期償付任何一宗利息、費用或(本金除外之)其他應付款項，而未於 貴行之通知期限內補正者；
7. 擔保物被查封或擔保物滅失、價值減少或不敷擔保 貴行之債權時，或立約人受強制執行或假扣押、假處分或其他保全處分，致 貴行有不能受償之虞時；
8. 立約人未依約履行本約定書之義務或發生其他違反本約定書應遵守事項者；
9. 立約人利用本約定書下任何帳戶或服務為違法、不正當、異常或其他類似之交易或行為者(包括但不限於洗錢、詐欺，或將帳戶、存摺、金融卡等借予他人使用)；立約人帳戶為個人戶者，其利用本約定書下任何帳戶、服務事項等業務往來，作為非個人或作為商業營利用途使用。「商業營利用途」係指販售行為或任何以獲利為目的之商業活動或貿易行為。
10. 立約人於短期內有小額、連續、密集提領或轉帳等異常狀況(包括但不限於帳戶內常有多筆小額轉出入交易)者；
11. 立約人有異常或不當使用本約定書下任何帳戶或服務之交易或行為，致有影響 貴行服務、系統、設備正常運作之虞，或有損害 貴行商譽之情事者；
12. 立約人就本約定書下之權利行使、義務之履行有違反誠實信用方法之情事者。
13. 立約人接獲 貴行關於重要資訊之詢問後，表達拒絕配合之意思，或自 貴行首次為詢問起之合理期間內，如 貴行以立約人留存於 貴行之通訊電話或傳真或地址或電子郵件嘗試聯繫 2 次以上而皆無法與立約人成功取得聯繫，導致 貴行無法確認重要資訊是否需更新(無論 貴行之聯繫行為或立約人表達拒絕配合之意思係於重要資訊相關條款生效前或生效後為之)，貴行得暫停、終止全部或一部對立約人之服務，而 貴行將於暫停、終止全部或一部服務之至少 15 日前以掛號郵件寄送通知至立約人留存於 貴行之通訊地址，以告知立約人將暫停、終止服務之日期及相關事宜。如立約人嗣後向 貴行提供或以書面確認重要資訊並提供令 貴行滿意之相關佐證資料，貴行得於收到更動之重要資訊、書面確認及相關佐證資料後第 3 個營業日起恢復帳戶之交易。
14. 立約人受經濟制裁、外國政府或國際洗錢防制組織認定或追查之恐怖分子或團體者，或有違反本約定書下 I、開戶約定事項、壹、一般約定事項第 26 條第 6 項之情事者。
15. 立約人有對交易之性質與目的或資金來源不願配合說明等情事者。
16. 貴行基於交易安全、風險控管的考量，依立約人留存於 貴行之最後通訊地址以掛號寄發不定期函證遭退件後，貴行得暫停對立約人全部或一部之服務，並應於暫停全部或一部服務之至少 15 日前以簡訊、信函或電子郵件方式寄送暫停服務通知予立約人。如立約人嗣後親自臨櫃、透過銀行電話理財服務或其他經 貴行同意之方式，按 貴行之要求提供及/或更新留存於 貴行之通訊地址及/或其他資訊，貴行得於立約人完成前述資訊更新後恢復暫停之全部或一部的服務。

#### 十一、抵銷

立約人依本約定書或其他合約項下若有對 貴行及其他國內外分行之任一債務到期未清償之情形或有「違約情事」發生時，或 貴行認為必要時(如立約人涉及非法活動或 貴行得依法或依約行使抵銷權等)，貴行得隨時於事前或同時通知立約人(但不須經立約人同意)終止本約定書下之各項存款(包括定存、活存及支存)及其他約定(即立約人之存款或權益即視為已屆清償期)。屆時，貴行有權依法逕對該等帳戶之存款及其他立約人對 貴行主張之各項權益逕行主張抵銷或為必要之處分而以之抵償立約人對 貴行、貴行之總行及其他國內外分行之各項債務。貴行所出具有給予立約人各項存單或其他憑證應於 貴行抵銷或抵償範圍內視為作廢，若涉及不同幣別之債務，貴行得依兌換時 貴行決定之市場匯率為之兌換，且抵銷或抵償之債務內容及先後順序於不違反法令強制規定之圍內，由 貴行自行選定。

#### 十二、修改

貴行得隨時修改本約定書之相關規定，除本約定書或法令另有規定者外，本約定書相關規定之修改，貴行需於變更前十五日以顯著之方式於 貴行網站及營業場所公開揭示，或以書面通知立約人修改之內容。

倘立約人不同意 貴行之修改內容，得於變更生效前以書面通知而終止與 貴行之帳戶往來關係及本約定書，並適用本約定書[第十五條]有關終止事項之規定。如立約人逾期未通知 貴行終止帳戶往來關係及本約定書，並仍繼續與 貴行進行本約定書項下的各項存款、交易或服務，則視為立約人已同意該修改。

#### 十三、新產品/服務

立約人瞭解 貴行得隨時推出新產品/服務並於必要時增修本約定書。立約人使用該等服務/產品，需先送交 貴行其對新產品 / 服務條款之書面同意，但縱 貴行未收到該書面同意，貴行得全權決定依立約人之要求准予立約人使用該項新服務/產品；屆時，立約人一經使用該項服務/產品，即視為同意該項服務/產品之約定條款及/或本約定書之增修內容。

#### 十四、通知

立約人聯絡資料(例如地址、電話、傳真及電子郵件等)或任何其他曾留存於 貴行之資料如有變更，應立即以書面或以 貴行同意之其他方式通知 貴行，於 貴行收悉該變更前，貴行不受該變更之拘束。除另有約定外，所有對立約人之通知，貴行得以立約人留存之最後申請異動或最後通知之通訊資料為送達之最後之處所。且 貴行依該資料為發送，經通常郵遞期間，即視為已依約對立約人送達。除本約定書另有規定外，立約人對 貴行之通知可親臨 貴行、書面寄送、或以其他 貴行同意之方式為之。且自民國 111 年 1 月 1 日起，若立約人通知 貴行進行電子郵件資料新增或變更時，該電子郵件須驗證後始得生效。且於立約人完成電子郵件驗證前， 貴行不受該變更之拘束。

## 十五、終止

- 除另有約定外(包含但不限於本約定書 I、開戶約定事項第五章「金融卡使用章程一般約定」第二十條約定事項)，貴行與立約人均得以書面通知而隨時終止本約定書項下之各項帳戶及/或往來關係，屆時，貴行應按規定將存款餘額返還立約人。如終止支票存款戶時，立約人並應將其剩餘空白支票退還 貴行。除另有約定外，終止某項交易關係後，其他交易仍繼續適用本約定書之規定。
- 為避免帳戶遭偽冒使用之風險，立約人名下任一帳戶(除證券戶外)除 貴行計息存入外，若無任何存、提記錄長達 18 個月者，貴行得隨時以書面通知立約人後，隨時終止與該立約人各項存款關係並進行關閉該帳戶。
- 非個人戶於開戶滿十二個月後，貴行得以進行帳戶審視，若審視當月之前一個月月底所有存款帳戶存款總餘額未達 貴行所定之存款帳戶最低存款餘額新台幣三百萬元，貴行得酌情以書面通知立約人終止與該立約人各項存款關係並關閉其帳戶。
- 若立約人要求終止各項存款帳戶，應親自或以書面委託代理人至 貴行 辦理。立約人應於結清銷戶申請書上親自簽章，如該帳戶曾留存印鑑卡者，簽名或蓋章式樣悉以留存 貴行之印鑑卡為據，並經 貴行確認資料無誤 後辦理結清銷戶。倘結清銷戶之餘額小於等值新臺幣壹拾萬元，亦得選擇 貴行所提供之郵寄開戶方式為之，並依 貴行作業規範辦理。

## 十六、費用/訴訟費用

有關本約定書各項服務應繳納之費用，係規定 貴行於營業處所或網站所公告之 貴行金融服務收費標準，立約人已收受並且同意 貴行金融服務收費標準之內容，調整時，貴行應於調整前六十日於 貴行網站或營業處所公告其內容，並告知立約人得於變更生效前表示異議終止本約定書。另立約人如不依本約定書履行責任而致生爭訟時，立約人同意 貴行為行使或保全對立約人之債權而支出之律師費及其他必要費用，由立約人負擔。

## 十七、交易執行

- 立約人辦理本約定書內之各項服務時，應確定其於帳戶內有足夠資金，如因資金不足，貴行得毋須經立約人之同意，即不予執行立約人交易指示。如因此產生之任何損失，應由立約人自行負擔。
- 經 貴行合理認定屬立約人所為之指示者，縱使該等指示係他人假冒立約人之名所為或未經立約人授權所為者，貴行依該指示所為之交易即對立約人具拘束力。如經 貴行同意得由立約人授權他人(該他人以下稱為「被授權人」)辦理時，應依 貴行之規定處理。立約人並同意以下條款：
  - 就被授權人所辦理之授權相關事項，應完全配合 貴行就該等事項所為之相關規定及程序，且均視為依立約人指示辦理，對立約人有完全之拘束力。
  - 倘 貴行因授權相關事宜產生爭議而遭受任何損失或損害，立約人與被授權人應負連帶責任，向 貴行為賠償或補償。
  - 立約人亦瞭解，被授權人代立約人辦理之信託商品、外幣結構型帳戶或其他商品，其若與立約人於 貴行留存之個人投資適合度分析結果之適合商品類別不一致時，貴行有權婉拒該項交易，且不論 貴行是否接受該筆交易，立約人皆同意自行承受因交易或未交易所致之風險。
  - 貴行為保障立約人之權益，如對授權事項有任何疑慮者，得隨時與立約人確認。未獲確認前，貴行得拒絕辦理相關事項。
  - 立約人與被授權人間任何之爭執，概與 貴行無涉，亦不得以之對抗 貴行。立約人了解並同意，如因被授權人拒絕配合 貴行相關規定，或 貴行就辦理授權事項或其內容有任何疑慮者，貴行得拒絕被授權人辦理任何事項，且無需負責。

## 十八、準據法及管轄法院

本約定書之準據法為中華民國法律，若有未盡事宜，依中華民國法令及金融市場慣例處理之。立約人與 貴行因本約定書涉訟時，同意以台灣台北地方法院或與立約人有業務往來之貴行分行所在地之地方法院為第一審管轄法院，但法律有專屬管轄規定者，從其規定，亦不得排除消費者保護法第四十七條或民事訴訟法第四百三十六條之九小額訴訟管轄法院之適用。

## 十九、國際金融業務

**國際金融業務分行之立約人應遵守中華民國就國際金融業務所頒布之一切相關法令與 貴行相關之規定及作業規則。國際金融業務分行立約人並聲明保證其簽署本約定書並未抵觸任何相關法令。**

## 二十、外匯指定銀行人民幣業務

立約人於外匯指定銀行辦理人民幣業務將受我國、大陸地區相關法令及相關清算協議之限制，立約人聲明已詳閱並同意本約定書 III、其他事項 貳、外匯指定銀行辦理人民幣業務風險預告書，立約人於辦理人民幣各項業務時皆應充分考量此風險預告書所揭露之風險。

## 二十一、公司戶

**立約人如為公司戶時，應聲明保證其為合法成立並存續之主體，且其向 貴行申請開戶或為本合約項下之業務往來已經公司內部合法之程序所決議及授權並合乎一切相關法令。**

## 二十二、籌備處

立約人以「籌備處」名義開立存款帳戶時，戶名應冠上「籌備處」字樣，印鑑留存則比照個人戶之方式辦理，留存其籌備處負責人印鑑作為往來、取款之印鑑。嗣存戶取得合法登記之證照後，受理其變更印鑑、戶名為公司、行號戶。以公司籌備處名義開設活期存款戶，開戶後三個月以內，應持核准設立證件辦理更名及變更印鑑手續，或未能核准設立，應來行辦理結清帳戶。

## 二十三、標題

本約定書各條標題，係為查閱方便而設，不影響約定書有關條款之解釋、說明及瞭解。

## 二十四、紛爭處理及申訴管道

金融消費者保護法之規定，若有爭議應先向 貴行提出申訴，貴行將儘速為處理回覆。免付費申訴專線：0800-051234。

電子信箱 (E-MAIL)：Callcenter.tw@sc.com

## 二十五、存款係受存款保險之保障，中央存款保險股份有限公司對每一存款人最高保額依存款保險條例相關規定定之。

## 二十六、渣打集團防制洗錢、打擊資助恐怖主義、政府制裁或禁運之特別約定事項

- 立約人瞭解 貴行承諾遵循有關主管機關實施的經濟制裁行為。因此，立約人瞭解 貴行無法使立約人於這些受制裁的國家中直接或間接使用 貴行之商品與服務。立約人瞭解若立約人身處於這些受制裁的國家時，立約人將無法透過電話銀行、傳真、電子郵件、貴行官網或網路銀行與 貴行聯繫，亦無法使用 貴行之任何金融服務。
- 立約人瞭解，若立約人有使用裸鑽交易之情形，貴行將無法提供立約人任何資金或允許立約人登入或使用貴行之商品或各項電子銀行服務。
- 立約人瞭解，貴行及 貴行集團(即渣打集團，以下同)為遵循國內或國外之法律、法規命令與行政規則、自律規範、指示、判決或法院命令，或 貴行集團之任何成員與任何有權機關、主管機關或執法機關達成之協議，或各項政策(包含 貴行集團之政策)、實務典範、政府制裁或禁運措施、或於金融交易法規所規範之報告義務，及任何有權機關、主管機關、法庭、執法機關、交易所之要求或命令，貴行集團可能會：
  - 被禁止進行或完成涉及某些人員或組織之交易(例如，人員或組織其本身為受制裁的對象，或人員或組織與受制裁之對象有關聯或直接、間接與受制裁之對項進行交易，前述制裁可能是由任何 貴行或 貴行集團營運所在轄區之主管機關，或由任何超國界組織或官方機構，包括但不限於英國財政部、聯合國、歐盟或其他任一國家所實施之經濟或貿易制裁)；或
  - 申報可疑交易或潛在違反制裁之情形予 貴行集團所必須或決定揭露之任一有管轄權之有權機關。受影響之交易可能包含以下情形：
    - 涉及資助恐怖主義或恐怖行為有關(或疑似有關)之人員；
    - 與實際規避或意圖規避稅法之調查有關，或與調查或訴追人員違反相關法律有關；或
    - 涉及可能受制裁或禁運之人員或組織。

4. 立約人瞭解，貴行及 貴行集團之成員可能會攔截及調查以立約人或立約人之代理人為發送者或收受者之任何付款訊息及其他相關資訊或通訊內容，並可能延遲、攔阻或拒絕付款，且付款審查可能會導致資訊處理之延遲。
5. 立約人瞭解，貴行及 貴行集團之成員為遵循本條相關事項得採取其認為必要之行為，包含凍結資金、禁止帳戶使用、拒絕提供立約人資金、不允許立約人使用 貴行商品、或延遲或取消相關交易。前述情形無須通知立約人，除非已經過合理期間且相關適用法規政策允許進行通知。貴行及 貴行集團之成員均毋須對任何因 貴行或 貴行集團之成員為行使權利或履行義務而採取之行動、延遲或作業失敗、或因採取上述任何措施，所因而全面或部份導致之任何損失，承擔任何責任。
6. 立約人瞭解，貴行及 貴行集團有義務遵守包括但不限於英國、美國、聯合國、歐盟或任何其他其成員國之制裁法令規範(以下稱「制裁」)。因 貴行及 貴行集團能否遵循制裁與 貴行客戶之行為有直接關聯，立約人確認並將確保：
  - (1) 立約人並非該等制裁之目標或對象；
  - (2) 遵守相關法令規定；
  - (3) 涉及 貴行之商品、服務或交易(或其資金)並不會或將不會為任何制裁目標或對象之利益而使用，且未以可能導致立約人或 貴行違反任何制裁或使其成為制裁目標或對象之方式使用涉及 貴行之商品、服務或交易(或其資金)；及
  - (4) 如立約人知悉任何違反法令規範或因涉及違反法令規範而進行之行動、調查或程序，立約人應立即通知 貴行，但法令另有限制者不在此限。

## 二十七、薪轉戶

1. 立約人之帳戶如為薪資撥入帳戶者，得享有 貴行薪轉帳戶之專屬優惠。貴行得隨時調整薪轉帳戶之專屬優惠內容。
2. 如原約定之薪轉帳戶有任一個月未有撥薪紀錄者或立約人已離職等有暫停或停止撥薪之情形者， 貴行得隨時取消該帳戶之薪轉帳戶專屬優惠。
3. 立約人授權 貴行得為撥薪之目的，提供撥薪資料予約定之撥薪公司，並得依撥薪公司提供之資料更新立約人留存於 貴行之資料。

## 貳、存匯款約定事項

### 一、一般存款約定事項

立約人開立任何存款帳戶時，除各存款帳戶有特別規定者外，皆適用下列一般存款約定事項：

#### 1. 存款

立約人存入現金而 貴行無法立即清點，須俟 貴行清點後始能入帳，若有短缺或不符時，立約人應改正或補足之。對存入存款帳戶現金、票據之種類及形式，貴行有權決定是否接受。貴行代收立約人申請託收之票據時，須俟 貴行實際收訖款項入帳後方可起息或支用。就立約人交予 貴行之票據，貴行均無代辦票據保全手續之義務，且在不違反法律之強制規定下，貴行對因其他代收行或付款行之故意或過失行為，無需負任何責任。立約人所申請託收之票據於運送途中，若發生票據被盜、遺失或滅失時，同意授權由 貴行或付款行代理立約人辦理掛失止付及聲請公示催告、除權判決等事宜，並同意自發票人帳戶內取得足額票款後，有關喪失票據之權利移歸給付款行，不得再主張票據權利，並將除權判決書交由付款行作為沖銷帳款之憑證。

#### 2. 提款

除另有約定外，立約人取款須以支票(如為支票存款戶)或取款憑條(如為活期/活期儲蓄存款戶/定期性存款戶)加蓋立約人留存 貴行之簽章式樣及/或提示存摺及/或取款密碼，經 貴行核驗無誤後辦理。立約人之支票被詐騙，在 貴行接到法院假處分或其他命令執行通知前，貴行憑票付款，不負任何賠償責任。支票或取款憑條下之簽章如有偽造、仿冒、變造或塗改情事，如 貴行已盡善良管理人之注意義務，仍不能辨認時，貴行無需對立約人因此所發生之損失負任何賠償責任。

#### 3. 錯帳

匯(存)入款因第三人誤寫帳號、戶名、金額、或 貴行操作錯誤、電腦設備故障或其他事由致發生誤存入帳或溢付情事者，一經發覺，貴行無須事先通知，得逕自帳戶更正之，如已被提用，立約人應即返還。

#### 4. 遺失、被竊

立約人印鑑、取款密碼、支票、存摺(存單)或其他憑證遺失、被竊或滅失時，應依 貴行相關規定立即向 貴行辦理掛失(止付)手續及/或申請除權判決，倘未即時依規定辦妥相關手續，如 貴行已盡善意管理人之注意義務，立約人應自行負擔一切損失。

#### 5. 支付順序

由 貴行擔任付款人之票據，不論其發票日之先後，貴行應按執票人提示之先後順序支付，倘有多張票據同時提示時，貴行得任意排定支付順序。又，如 貴行收到立約人破產宣告或法院之命令、裁判或行政強制執行之通知時，縱立約人存款餘額足敷支付相關票據金額，貴行亦得依法拒付。

#### 6. 逾期提示票據

立約人簽發以 貴行為付款行之票據時，在該票據消滅時效完成前，且立約人未撤銷付款委託或其他不得付款之情事，貴行得認係受立約人委託付款，雖逾付款之提示期限，仍得逕以帳戶餘額向執票人支付。

#### 7. 利息

- (1) 存款計息方式說明：新台幣存款及其他外幣存款之利息，除法令或開戶總約定書另有規定外，存款利率依一年 365 天計算，並按日單利計息。以自動化設備(ATM)或網路銀行等方式於營業時間外(含假日)辦理現金、轉帳及匯款存入之活期/活儲存款，於存入當日開始計息，當日之切換點以 24 時為基礎。**另新台幣活期/活儲存款每日餘額未達新台幣一萬元(含)者，當日不予計算利息。**各項存款利率，按 貴行牌告各該項利率計息，貴行得依市場利率水準調整之。
- (2) 活期/活期儲蓄存款(新台幣及外幣)：按 貴行牌告利率，於每半年(即六月二十日及十二月二十日)結算一次，台幣於次日、外幣於次營業日滾入本金，惟「台幣超值存款帳戶」、「eSaver 台幣存款帳戶」、「夢世代帳戶」及「心幸福活期儲蓄存款帳戶」則於每月 20 日結算一次，並於次日付息並滾入本金。
- (3) 「薪資轉帳活期儲蓄存款帳戶」、「策略性薪資轉帳活期儲蓄存款帳戶」及「策略 Plus 薪資轉帳活期儲蓄存款」最高限額為新台幣貳佰萬元，在最高限額內按 貴行「薪資轉帳活期儲蓄存款帳戶」或「策略性薪資轉帳活期儲蓄存款帳戶」或「策略 Plus 薪資轉帳活期儲蓄存款」之牌告利率計息，超過最高限額部分則按 貴行活期儲蓄存款牌告利率計息，惟立約人自離職次日起或停止委託辦理薪資轉帳者，其存款改按 貴行活期儲蓄存款牌告利率計息。
- (4) 定期性存款：定期性存款(新台幣及外幣)皆按存入當時之存款天期本行牌告利率計息。利息計算及領取方式除另有約定外，按指定到期日之定期性存款，依照其實際存款期間足月部分之 貴行已掛牌前一較低期別之利率按實際存款期間計息，足月部分以月計息，不足月零星日數以日計息，利息可依立約人之要求到期轉存入立約人於 貴行之同幣別活期/活期儲蓄存款或支票存款帳戶，或於到期自行領息。中途解約者依實際存款期間按訂約時之定期存款之牌告利率打八折計息，未滿一個月者不予計息。
- (5) 新台幣大額定期性存款：貴行新台幣大額定期性存款標準為新台幣伍佰萬元(含)以上；當立約人開立之新台幣定存超過新台幣伍佰萬時，將會依大額新台幣定存牌告利率辦理；若大額存款額度變更，改適用符合原存款金額之大額定期存款牌告利率計息，若無法適用時改按一般定期存款牌告利率計息。
- (6) 可轉讓定期存款(限新台幣)依存款天期及當時市場利率議價單利計息，到期領取利息，除到期日為非銀行營業日，另付該等非營業日利息外，自到期日後即停止計息。
- (7) 存款利息皆由 貴行依相關稅法或其全民健康保險法規定先代為扣繳稅款、健保補充保費或其他法令規定之費用後，依約直接存入立約人帳戶。但如經 貴行同意或遇有特殊情況，貴行得先給付立約人存款利息後，再逕自由立約人於 貴行之任一存款帳戶內餘額中扣付稅款、健保補充保費或

其他法令規定之費用，如仍有不足立約人應立即償還，否則 貴行得依法追償之。前述補充保費之扣取以單次存款利息給付總額為 20,000 元(含)以上者為基準，超過 10,000,000 元(不含)部分之金額依法免扣取，並依全民健康保險法相關法規辦理。

(8) 美金(USD)、澳幣(AUD)、加幣(CAD)、瑞士法郎(CHF)、日圓(JPY)、歐元(EUR)、紐幣(NZD)、人民幣(CNY) 等外幣以 360 天計算利息。

#### 8. 最低起存額

新台幣定期性存款最低起存額新台幣 10,000 元(含)起。外幣定期性存款最低起存額：日幣為 100,000(含)起；港幣、南非幣、瑞典克朗及人民幣為各該幣別之 5,000(含)起，其餘幣別為各該幣別之 1,000(含)起。

#### 9. 定期性存款提前解約處理

一般定期性存款提前解約時，應依主管機關規定辦理。除雙方另有約定外，立約人應於七日以前通知 貴行，立約人如雖未能於七日以前通知 貴行，經 貴行同意後亦得辦理。可轉讓定期存款不得中途解約。定期性存款提前解約之計息由 貴行與立約人議定之。未到期定期性存款如經法院或行政執行署依法強制執行，視為立約人辦理中途解約。

#### 10. 定期性存款續存

除可轉讓定期單外，新台幣定期性存款及外幣一般定期性存款之續存及未約定續存之處理方式如下：

- (1) 約定續存：定期性存款自動轉期續存之天期應與原存天期相同，其續存之利率依續存當日 貴行廣告同一天期之利率(以下稱「定存利率」)為準。自動續存不以一次為限。立約人如擬終止自動續存之約定，應於存款到期至少二個銀行營業日前通知 貴行，否則 貴行可依當時 貴行廣告利率自動代為續存相同天期之定期性存款。
- (2) 未約定續存：尚未於事前為續存之約定，自一般定存到期後至立約人實際提款期間，應按 貴行當時一般活期之利率(以下稱「逾期利率」)計息，且除未設定到期轉入活存帳戶者外，將於到期日轉入活存帳戶，但如遇假日則將自動順延至下個營業日。定期性存款轉期續存，如逾期一個月以內時，得自原到期日起息，原到期未提取之利息亦可一併轉存。
- (3) 定期儲蓄存款逾期轉期續存或逾期轉存一年期以上之定期性存款，如逾期二個月以內者得自原到期日起息，原到期未提取之利息亦可一併轉存。

#### 11. 轉讓、設質限制

除可轉讓定期存款外，存放 貴行之各項存款非經 貴行事前以書面同意均不得轉讓或質押予他人。

#### 12. 透支

除經 貴行核可透支額度並由立約人簽署透支合約外，貴行對存款不足之帳戶得拒絕付款或匯款，立約人應自負其責；透支額度不足者，亦同。倘貴行仍對立約人付款或匯款，立約人應負返還之責。

#### 13. 非立約人本人親自辦理之交易

立約人同意 貴行有權對非立約人本人親自至分行辦理之提款、轉帳及匯款等交易，除核驗立約人留存之簽章式樣外，得另依 貴行認定妥適之方式進行交易內容之確認及查驗。

#### 14. 暫停交易帳戶

(1) 立約人名下任一帳戶(除證券戶)除 貴行計息存入外，若無任何存、提交易記錄長達 2 年者，除得列入『暫停交易帳戶』外，貴行將不予收取帳戶管理費，且將暫時停止交易，除經由各通路存、匯入該帳戶之款項仍可入帳外，原以該存款帳戶之金融卡、電話理財、個人網路銀行暨行動銀行等自動化服務設備辦理提款或轉帳轉出交易將暫停無法使用。

(2) 存款帳戶為『暫停交易帳戶』者，立約人得依本開戶總約定書 I、開戶約定事項 壹、一般約定事項第十五條第四項規定之方式辦理結清銷戶或依下列方式回復為正常交易帳戶：

- A. 個人戶應持身分證明文件正本及存摺、印鑑至任一分行辦理；若無存摺、印鑑遺失或增加新增業務往來之情形，經 貴行確認存款人身份無誤者(如身分證、影像檔等)，即回復為正常交易帳戶。
- B. 非個人戶除應檢附辦理人員之身分證明文件正本及該帳戶存摺、印鑑外，尚應檢附本開戶總約定書 I、開戶約定事項 壹、一般約定事項第三條規定之資料及其證明文件。

#### 15. 存摺補登

立約人瞭解，貴行將於每年三月一日(以下稱「年度存摺明細彙整執行日」)進行存摺明細彙整系統作業。前述作業將自該年度存摺明細彙整執行日向前回溯第二個日曆年之三月一日(不含)前所有未補登之交易明細彙整為收入、支出各一筆並列示於存摺交易明細內(以下稱「年度存摺明細總彙整」)。立約人得隨時臨櫃要求 貴行提供年度存摺明細總彙整部分之逐筆交易明細。

## 二、 聯名帳戶特別約定事項

就立約人等(以下稱全體立約人)於 貴行所開立之聯名帳戶，並應適用下列特別約定事項，本約定事項未特別規定者，則適用一般存款之約定。

#### 1. 簽章樣式

立約人共同向 貴行申請以併列戶名方式開立活(定)期性存款聯名帳戶，須共同留存聯名帳戶全體立約人之印鑑式樣於往來印鑑卡上，嗣後凡辦理提款等一切業務往來或申請相關文件皆以印鑑卡式樣為憑。

#### 2. 聯名帳戶辦理限制

辦理聯名帳戶，以全體立約人均為自然人為限。辦理本聯名帳戶之開立、終止、存摺(單)遺失補發、更換印鑑、存單質借等事宜時，提前終止、變更簽章樣式及地址及其他 貴行規定有關聯名帳戶事項變更等，均應由全體立約人會同簽章始得為之。

#### 3. 權利義務歸屬對象之認定

為明確本聯名帳戶聯名人權利義務關係，全體立約人同意遵守 貴行下列各項業務規定：

- (1) 本聯名帳戶之利息所得(含扣繳稅款)等事宜，以建檔名義人(即由全體立約人自行約定一人為聯名帳戶代表人)為歸屬對象，全體立約人絕無異議，如有任何糾葛情事，概與 貴行無關。
- (2) 聯名帳戶如欲更改權利義務歸屬人時，應先結清原帳戶後再重新開戶。
- (3) 活期(儲蓄)存款聯名帳戶中之任一為受款人之票據或為受益人之匯款，經指定入該聯名帳號時，貴行均得將該等款項存入該聯名帳戶中。
- (4) 本聯名帳戶中之任一立約人遭法院扣押、執行或經稅捐機關限制處分該存款時，全體立約人同意 貴行得對「聯名帳戶」存款之全部，在扣押、執行或限制處分命令之範圍內暫停交易，全體立約人絕無異議。
- (5) 聯名帳戶中之任一立約人對 貴行負有債務而未依約履行時，貴行有權自聯名帳戶存款餘額中，於 貴行債權金額之範圍內逕予抵銷，全體立約人絕無異議。
- (6) 本聯名帳戶全體立約人中任一人身故時，生存者應即通知 貴行，自 貴行受通知時起，聯名存款契約即為終止，身故一方之全體繼承人應與其他生存者共同領取存款，但不得妨礙 貴行對該等存款主張抵押及質權之行使。

#### 4. 自動化服務限制

除經 貴行同意，本聯名帳戶不得申請金融卡、電話語音、網路銀行、信託業務及其他各類自動化服務業務。

#### 5. 連帶責任

全體立約人同意單獨及連帶承擔並賠償 貴行因聯名帳戶所生之請求、糾紛及爭執而引致 貴行所負之任何債務、損失及責任。全體立約人並同意拋棄就該聯名帳戶請求分割之權利。

#### 6. 通知

除另有約定外，對全體立約人之所有通知於送達建檔名義人之地址，即視同已通知全體立約人。

#### 7. 夫妻聯名戶：指以夫妻為聯名人所開立之聯名帳戶。

- (1) 憑取款印鑑樣式進行新台幣、外幣之交易：夫妻聯名帳戶且限取款印鑑樣式為貳式憑任乙式者，得申請金融卡(夫妻各得申請一張金融卡，連結同一帳戶)、電話語音及信託業務。
- (2) 約定轉帳帳號者，依各別聯名人(ID)分別約定之；開立本帳戶或約定轉帳帳號時，雙方應臨櫃親自申辦。
- (3) 金融卡服務相關限額之計算以個別卡片為準，電話語音服務相關限額之計算以夫妻聯名戶帳號為準。
- (4) 其餘未訂事項依一般聯名帳戶規定辦理。

### 三、外幣存款帳戶特別約定事項

立約人開立外幣存款帳戶(以下稱「本帳戶」)時，應優先適用本約定事項，本約定事項未特別規定者，則適用一般存款約定事項。

1. 本帳戶之種類包括外幣活期存款及外幣定期存款。
2. 本帳戶之存、提款須以 貴行可接受之外幣現鈔、外幣票據、外幣旅行支票及 貴行所同意之其他方式為之。惟存提外幣現金，立約人應支付依 貴行規定之交易手續費(包括每筆最低手續費)。貴行得隨時修改調整手續費，並依本約定書規定方式將修改內容通知立約人。
3. 本帳戶下之活存，日後如有存入或匯入其他幣別款項時，立約人同意授權 貴行得於該帳戶內增列該幣別之存款項目。
4. 本帳戶之交易之幣別以 貴行牌告之貨幣為準，得由立約人自行選擇一種或多種幣別，並得於法令許可之範圍內隨時相互轉換，貴行並得隨時更新之。人民幣與其他外幣幣別間之轉換方式，依 貴行作業規定辦理。
5. 進行本帳戶交易時，如需將款項自一種外幣兌換成另一種外幣時，應依交易當時立約人與 貴行議定之匯率計算。就本帳戶之存款及交易，立約人應自行承擔各有關匯價波動、兌換限制及兌換損失之風險。
6. 立約人瞭解其就本帳戶所為之各項交易，均須依其知識、經驗及獨立判斷為之，貴行並無提供任何資訊之義務，縱 貴行或其職員、雇員等提供資訊，亦僅供參考，立約人仍須自行判斷而為交易，不得以 貴行或其職員提供之資訊為由而要求 貴行負任何責任。
7. 立約人應依外匯相關法令之規定進行本帳戶之各項交易及幣別轉換。
8. 立約人瞭解本存款具有匯率變動及發行國家停止兌換之可能風險，立約人已有認知並願自負其責。
9. 立約人若為自然人者，每日透過人民幣帳戶買賣人民幣之金額不得超過人民幣二萬元，買、賣限額分別計算，惟併計臨櫃及電子化業務所有通路之交易金額，如有違反「銀行辦理外匯業務管理辦法」之規定，貴行除得拒絕執行該筆交易指示外，貴行並得經中央銀行之要求沖正該交易，且拒絕受理其辦理透過帳戶買賣人民幣交易。
10. 立約人同意人民幣之開戶與兌換須符合主管機關之法令限制，並須遵守相關清算及結算協議、代理結算協議、相關清算銀行、代理銀行及清結算系統的任何規定、規則、行政指導、要求或規範之限制。如有違反，貴行可拒絕執行不符合上述規範之交易指示。
11. 換匯交易時間依各通路開放時間為準，20:00~24:00之換匯交易視為次一營業日交易進行額度控管及申報，並應遵守外匯法令相關規定。

### 四、支票存款約定事項

#### 1. 支票存款約定事項一般條款

##### (1) 定義：

本條款所用名詞定義如下

- A. 「退票」：指金融業者對於提示之票據拒絕付款，經填具退票理由單，連同票據，退還執票人之謂。
- B. 「清償贖回」：指對於存款不足、發票人簽章不符、擅自指定金融業者為本票之擔當付款人或本票提示期限經過前撤銷付款委託等理由所退還票據及其退票理由單，由支票存款戶以清償票款等消滅票據債務之方法予以贖回之謂。
- C. 「提存備付」：指存款不足退票後，支票存款戶將票款存入辦理退票之金融業者，申請列收「其他應付款」帳備付之謂。
- D. 「重提付訖」：指退票後重新提示，於支票存款帳戶或其他應付款帳戶內付訖之謂。
- E. 「註記」：指支票存款戶如有退票紀錄、清償贖回或其他涉及其票據信用之事實時，由票據交換所予以註明，備供查詢之謂。
- F. 「終止擔當付款人之委託」：指金融業者終止受託為支票存款戶所簽發本票之擔當付款人之謂。
- G. 「拒絕往來」：指金融業者拒絕與票據信用紀錄顯著不良支票存款戶為支票存款往來之謂。

##### (2) 開戶審查與開戶資料變更

立約人開戶時，應填具印鑑卡及票據領取證交付 貴行，經 貴行向票據交換所查詢立約人之票據信用情形，並經 貴行一定之查核程序認可後發給空白票據。印鑑卡上資料如有變更，立約人應即書面通知 貴行，如擬變更印鑑，立約人須重填印鑑卡。**立約人如為法人戶，其名稱或負責人變更，而未依前項約定辦理時，於 貴行發現該項情事並通知立約人辦理變更手續，逾一個月未辦理者，貴行得終止支票存款往來契約，並通知立約人結清帳戶。**

##### (3) 本票

立約人簽發由 貴行所發給載明以 貴行為擔當付款人之本票時，由 貴行自立約人名下之支票存款戶內代為付款。前項本票，執票人提示時雖已逾付款之提示期限，但仍在該本票自到期日起算(見票即付之本票，自發票日起算)三年之內，且立約人未撤銷付款委託，亦無其他不得付款之情事者，貴行仍得付款。

倘因帳戶內存款不足或發票人簽章不符，致立約人所簽發之本票退票時，其退票紀錄與支票之退票紀錄合併計算。

##### (4) 手續費

- A. 立約人簽發之票據，因存款不足而退票時，貴行得向立約人收取手續費並得於立約人之支存帳戶或其他帳戶內逕行扣繳之。
- B. 前項手續費，不得逾越票據交換所向 貴行所收取手續費之百分之一百五十。

##### (5) 註記

立約人於其簽發之支票或以 貴行為擔當付款人之本票退票之次日起算三年內，有清償贖回、提存備付、重提付訖或其他涉及票據信用之情事者，得向 貴行申請核轉票據交換所依「支票存款戶票信狀況註記須知」辦理註記。

##### (6) 限制或停止發給空白支票、本票

立約人如有下列情事之一者，貴行得拒絕發給空白支票及空白本票：

- A. 已發生存款不足退票情事或經常於退票後再辦理清償贖回、提存備付或重提付訖者。
- B. 使用票據有其他不正常之情事者。
- C. 非個人戶現況為解散、撤銷、廢止或歇業者。
- D. 其他 貴行認為屬高風險之支票存款帳戶，經實質查核後認為不宜再續行發給空白支票、本票者。

貴行為前項限制時，應以書面告知限制之理由；對於限制理由，立約人認為不合理時，得向 貴行提出申訴。

立約人在 貴行開立之存款帳戶被扣押時，貴行得停止發給空白支票及空白本票，但被扣押之金額經 貴行如數提存備付者，不在此限。

##### (7) 終止擔當付款人之委託

- A. 立約人在各地金融業者所開立之支票存款帳戶，因簽發以金融業者為擔當付款人之本票，於提示期限經過前撤銷付款委託，經執票人提示所發生之退票，未辦妥清償贖回、提存備付或重提付訖之註記，一年內達三張時，貴行得自票據交換所通報日起算，予以終止為立約人擔當付款人之委託三年。
- B. 前項情形 貴行終止受立約人委託為擔當付款人時，立約人應於 貴行通知後之一個月內，返還剩餘空白本票。

##### (8) 拒絕往來

立約人在各地金融業者所開立之支票存款戶，因下列情事之一所發生之退票，未辦妥清償贖回、提存備付或重提付訖之註記，一年內合計達三張，或因使用票據涉及犯罪經判刑確定者，貴行得自票據交換所通報日起算，予以拒絕往來三年：

- 存款不足。
- 發票人簽章不符。
- 擅自指定金融業者為本票之擔當付款人。

前項各款退票紀錄分別計算，不予併計。

(9) 終止支票存款往來約定之處理

立約人被列為拒絕往來戶，或因其他情事終止支票存款往來之約定時，立約人應於 貴行通知後之一個月內，結清帳戶並返還剩餘空白支票及本票。

(10) 請求恢復往來

立約人如經拒絕往來而有下列情事之一，經 貴行同意後，得恢復往來並重新開戶：

- 拒絕往來期間屆滿。
- 構成拒絕往來及其後發生之全部退票，均已辦妥清償贖回、提存備付或重提付訖之註記。

**立約人如為公司組織，於拒絕往來期間屆滿前，經法院裁定准予重整後，得向 貴行申請核轉票據交換所辦理重整註記；經重整註記者，貴行得暫予恢復往來。**

**前項公司在暫予恢復往來之日起至原拒絕往來期間屆滿前再發生存款不足退票，貴行得自票據交換所再通報之日起算，予以拒絕往來三年。**

(11) 彙整資料及提供查詢

立約人同意 貴行以票據交換所為彙整退票紀錄及拒絕往來資料處理中心，並同意該所將立約人之退票紀錄、被列為拒絕往來戶及其他有關票據信用之資料，提供予他人查詢。

(12) 資料之蒐集、處理及利用

立約人同意 貴行得將其支票存款戶之開戶日期、法人之資本額與營業額、退票及清償註記、撤銷付款委託紀錄、票據交換所通報為拒絕往來戶及其他有關票據信用資料在法令所允許之範圍內提供予他人查詢或建檔。

(13) 未盡事宜之補充

本條款如有未盡事宜，由 貴行與立約人另行議定或依有關法令辦理。

(14) 暫停交易帳戶

**A. 為避免帳戶遭偽冒使用之風險，立約人之支票存款帳戶若無任何存、提記錄長達 1 年者，貴行得自動將該帳戶列入『暫停交易帳戶』。轉入暫停交易帳戶後，貴行將不予收取帳戶管理費。存款帳戶為暫停交易帳戶者將暫時停止交易，除經由各通路存、匯入該帳戶之款項仍可入帳外，原以該存款帳戶之金融卡、電話理財、個人網路銀行暨行動銀行等自動化服務設備辦理提款或轉帳轉出交易將暫停無法使用；如果日後該支票存款帳戶有支票票款兌領得暫時解除交易限制；如暫停交易帳戶擬恢復使用或請領空白支票者， 貴行得向票據交換所查詢立約人之票據信用情形，經 貴行認可且經回復為正常交易帳戶後，始得領用。**

**B. 『暫停交易帳戶』 貴行亦得隨時以書面通知立約人後，隨時終止與該立約人各項存款關係並逕行關閉該帳戶。**

**C. 存款帳戶為『暫停交易帳戶』者，立約人得依本開戶總約定書 I、開戶約定事項 壹、一般約定事項第十五條第四項規定之方式辦理結清銷戶或依下列方式回復為正常交易帳戶：**

- 個人戶應持身分證明文件正本及存摺、印鑑至任一分行辦理若無存摺、印鑑遺失或增加新種業務往來之情形，經 貴行確認存款人身分無誤者（如身分證、影像檔等），即回復為正常交易帳戶。
- 非個人戶除應檢附辦理人員之身分證明文件正本及該帳戶存摺、印鑑外，尚應檢附本開戶總約定書 I、開戶約定事項 壹、一般約定事項第三條規定之資料及其證明文件。

2. 支票存款約定事項

- 除經 貴行同意外，立約人取款時需開具 貴行提供之支票，並於支票上簽蓋留存 貴行之簽章。若書面委託 貴行逕自該帳戶內扣款支付特定項目者，其效力與簽發支票相同；**支票存款為憑票支付之性質，故不提供金融卡服務(連結額度放款者除外)。**
- 立約人簽發本票，除經短期票券交易所或金融機構保證之商業本票得自行印發外，應以使用 貴行印發之本票為限，否則同意 貴行以退票處理，立約人絕無異議。
- 立約人簽發之票據金額，日後如有字跡難於辨認或其他情形致發生糾紛時，概由立約人自行負責。
- 貴行對於票據憑票付款，不論發票期日先後，概按執票人提出順序支付之，倘同時執票人提出多張票據時，貴行得任意排列順序支付。
- 立約人有退票註記紀錄達三次以上或前支票回籠張數未達六成者，貴行得拒絕發給空白支票。
- 立約人上開帳戶倘有一次退票紀錄，除因天災人禍等不可抗力之重大理由，並經 貴行認證確實者外，貴行得不另行通知逕行解除本約定以消滅委託關係。
- 立約人向 貴行領用空白支票或本票時，倘帳戶之平均餘額未達 貴行之規定時，同意 貴行得酌收票據工本費，立約人絕無異議。前述之規定及收費標準，貴行得調整之，並於 貴行官網或營業場所公告。
- 立約人因發生退票應負責繳納票據交換所及 貴行所規定之違約金時，貴行得於該帳戶內逕行扣繳。
- 本項存款約定，貴行及立約人均得隨時解除，解約時立約人應立即將剩餘之空白支(本)票繳還 貴行，解約通知發出後即生效力，但 貴行在立約人之解約通知到達以前，仍得依約付款。
- 立約人同意 貴行得將與帳戶有關之支票或其他單據於縮影後銷毀之。

3. 本票及承兌匯票約定事項

- 立約人同時委託 貴行為其簽發本票或承兌之匯票之擔當付款人，在本支票存款帳戶內憑原留簽章式樣付款。
- 本約定未規定事項，悉依「支票存款約定事項一般條款」之規定及有關法令規章辦理。

五、 存款質借約定事項

- 就立約人以本人之名義，現在及日後隨時存放 貴行之新台幣或其他經 貴行同意之外幣定期性存款全部或部份設定質權予 貴行，並於各筆設定定期性存款之本金額及存續期限範圍內，向 貴行申請定期性存款質押新台幣借款。貴行對各筆借款有最終核可之權。
- 存款質借之期間、借款比例、借款利率及利息計算方式等，悉依 貴行之定期性存款借款申請書中所載為準。
- 如因設質外幣存款現值變動（減少）致變動後之借款比例高於上述借款比例限額時，貴行得終止本約定以設質存款抵償其全部借款本息或要求立約人立即補提相同之存款（或形式及實質內容均經 貴行認可之其他擔保品）予 貴行，或立即清償部份借款餘額，使借款比例隨時均維持在上述借款比例。立約人應於接獲 貴行通知追補後儘速依約辦理。倘立約人未能於接獲 貴行通知後五個銀行營業日內依前述規定辦妥補提擔保手續或提前清償部份借款餘額，使借款比例維持在原約定水準，貴行即有權隨時通知立約人宣告本項借款立即全部到期。屆時，立約人應立即清償全部借款餘額，且 貴行無須事先另為任何通知，亦得逕行依相關法令及本約定書規定實行對設質存款之質權，處分設質存款，並對立約人求償，對設質存款實行質權之順序依 貴行決定。
- 借款性質/外匯事宜
  - 新台幣借款：立約人瞭解本項借款為新台幣借款，所有借款之動支及本息、費用之清償均應以新台幣為之，縱 貴行於行使質權或其他原因而自立約人取得外幣，於該等外幣實際轉換為新台幣抵償本項借款之前，立約人之債務均繼續存在。

- (2) 外匯結售授權：除法令另有規定外，立約人茲同意並授權 貴行，倘 貴行因行使質權或其他原因而自立約人取得外幣時，貴行得代立約人以立約人名義辦理外匯結售，將該等外幣轉換為新台幣後，以之抵償擔保債務，立約人謹同意以本約定為該項授權之證明，且非經 貴行同意，絕不撤銷該項授權。
- (3) 立約人承諾：立約人承諾應隨時保留足夠之結匯額度，俾 貴行得代立約人以立約人名義依本約定規定辦理必要之外匯結售。
5. 各筆借款之動用及償還順序  
若立約人憑以向 貴行預設循環額度之設質存款超過一筆時，適用利率、動用順序及償還順序依立約人申請時之約定為準。
6. 約定期限  
本項借款於設質有效期限內有效，屆期自動終止。但如立約人質借申請時約定到期自動續存雙方未於到期前一個月以上以書面終止本約定時，即視同雙方同意本約定書依同一內容及期間繼續延長，不另換約；其後屆時，亦同，倘本約定期限屆滿而未延長時，立約人應立即償還全部該項借款餘額。
7. 存款設質  
(1) 如經 貴行同意，立約人得以無存單之定期性存款設質借款，且立約人即無另交付存單或設質背書之必要；如為有存單之定期性存款，則應將存單背書交付予 貴行。設質存款如於其存款期限屆滿時依 貴行定期性存款自動續存時，無需另辦理其他手續。立約人並同意有關該等存款質權之設定、解除、實行及孳息之領取等事項，應悉依相關法令，以及立約人與 貴行間就該項存款所簽訂之各項約定文件及本約定之相關規定辦理。  
(2) 設質存款非經 貴行同意，不得任意移轉、提領、解約或其他處分設質存款於其存款期限屆滿時，得依立約人申請時之約定自動續存。  
(3) 立約人切實聲明其所提供之擔保物設質存款完全為其立約人本人合法所有，他人並無任何權利，且立約人確有就其為各項處分之權利。
8. 擔保範圍  
立約人提供擔保物設定質權於 貴行，係擔保立約人對 貴行所負之一切債務，包括立約人所負一切債務本金之清償及利息、費用（包括律師費用）之給付，以及因債務不履行而產生之損害賠償責任。立約人所提供之擔保物不問提供之先後，貴行均得共通流用為立約人對 貴行現在（包括過去所負尚未清償）及將來所負一切債務之擔保。
9. 違約情事/實行質權  
(1) 如有下列情形之一時，貴行得隨時對任一或全部借款，減少借款額度，或縮短借款期限，或視為全部到期。  
A. 立約人未能按期支付或償付依本約定所應付之任一宗本金債務時。  
B. 立約人依破產法聲請和解、聲請宣告破產、聲請公司重整、停止營業、清理債務、或經票據交換所公告拒絕往來。  
C. 因立約人死亡而其繼承人聲明為限定繼承或拋棄繼承時。  
D. 因刑事而受沒收主要財產之宣告時。  
E. 依約定原負有提供擔保之義務而不提供時。  
F. 立約人未能按期支付依本約定所應付之任一宗利息款項，而未於 貴行給予通知五日內（以下稱「補正期限」）補正者。  
G. 擔保物被查封或擔保物滅失、價值減少或不敷擔保 貴行之債權，而未能於補正期限內補正者。  
H. 本項借款之擔保物或立約人之財產受強制執行或假扣押、假處份或其他保全處分，致 貴行有不能受償之虞，而未能於補正期限內補正者。  
(2) 立約人同意倘有本條款第(1)項情形，貴行可行使設質存款之質權，並得提前終止設質存款期限約定，屆時，設質存款應視為已立即到期，貴行得立即收取該等存款本息，以之抵償立約人應付未付之款項。  
(3) 立約人並同意 貴行實行設質存款之質權前，得先以立約人之前述活存或支存帳戶或其他 貴行帳戶內之存款餘額抵扣依本約定所應付之債務。
- 10. 違約金**  
立約人如違反本約定任一規定或違反禁止提前還款之特別約定時，貴行得依其定期存款借款申請書所定事項計算違約金並向立約人收取。

## 六、 國內外匯款交易事項

有關立約人以任何 貴行當時可接受之管道（如銀行電話理財服務、網路銀行或金融卡等）進行國內、外匯款交易，除本約定書之規定外，並應適用下述約定事項：

- 貴行得按一般轉帳/匯款服務標準收取手續費（相關手續費依 貴行當時所公布之收費標準為準），立約人同意並授權 貴行得逕自立約人轉出帳戶內扣帳。
- 立約人如欲申請或變更預先設定之匯入/轉入帳戶時，得親至 貴行以書面或透過其他經 貴行同意之方式辦理申請或變更手續。不論係匯款/轉帳當時或預約轉帳之情形，於匯出/轉入帳戶存款加計相關匯款或其他手續費不足支付匯款 / 轉帳數額時，貴行有權不予匯款/轉帳，親自辦理亦同。
- 立約人知悉國內跨行匯款之作業係經由財金資訊股份有限公司轉匯至他行庫，而國外匯款係由電腦作業處理匯至國外銀行，其間如發生任何電腦故障或連線中斷等滯留原因，致生損失者，除可歸責於 貴行者外，貴行不負任何責任。
- 立約人同意 貴行得自由委託國外往來銀行或代理機構辦理本項匯款。對往來銀行或代理機構所發生之錯誤、疏忽或遲延付款等情事，貴行毋需負責。
- 立約人同意 貴行依國外匯入匯款行之指示，可逕行存入其外匯活期存款帳戶；但若匯款指示錯誤或發生重複匯款等情事，立約人同意 貴行依國外匯款行之指示逕自帳上扣除。
- 立約人辦理台灣境內、及與第三地區之人民幣匯款得自由撥匯；惟立約人為自然人者（限領有中華民國身分證之個人），辦理匯至大陸地區之人民幣匯款，每人每日限額人民幣八萬元（併計 貴行各分行臨櫃及電子化業務所有通路之匯款），如有違反「銀行辦理外匯業務管理辦法」之規定，貴行除得拒絕該筆執行交易指示外，並得經中央銀行之要求拒絕受理立約人辦理人民幣匯款至大陸地區交易。

## 七、 ALMA 資產負債管理帳戶約定條款

- 立約人指定於 貴行開立之活期儲蓄存款帳戶作為管理帳戶（以下稱「本專戶」），授權 貴行就本專戶辦理本約定之各項投資理財服務，關於本專戶之一切往來，除應優先依本約定書辦理外並應遵守相關法規及就各項理財服務所簽訂之契約書之約定。
- 理財服務
  - 貴行同意基於本約定書提供以下之理財服務：
    - 立約人在 貴行之活期性帳戶餘額撥入 ALMA 帳戶集中管理。
    - 轉存定期性存款。
    - 證券交割款轉帳。
    - 期貨保證金轉帳。
    - 支票存款轉帳指示入款服務。
    - 約定轉帳帳戶轉換服務。
    - 存單質借額度。
    - 理財型房屋貸款可循環動用額度。
    - 額度放款。
    - J. 約定非本人帳戶定期及不定期指示轉帳服務。**
  - 前項第 H、I 款理財型房貸額度動用，以立約人已事先與 貴行訂有理財型房屋貸款、額度放款可循環額度約定為限。且除本約定書另有約定者外，其餘皆依房屋借款約定書之約定辦理。
- 貴行依本約定書辦理轉存定期性存款或自本專戶轉付前條第一項之理財服務項目時，無須逐次取得交易指示文件。
- 本專戶理財服務約定

- (1) 立約人同意於 貴行辦理本人在 貴行活期性帳戶餘額撥入本專戶集中管理時，該連結之活期性帳戶除支存及證券交割款帳戶外，均不保留存款餘額，同時 貴行得不提供櫃台存提、語音轉帳、ATM 存款轉帳及網路轉帳服務。
- (2) 立約人同意於 貴行辦理本人在 貴行活期性帳戶餘額撥入本專戶集中管理時，該連結帳戶中如有支存及證券交割款帳戶者，其存款餘額得不轉入本專戶集中管理。
- (3) 立約人同意於 貴行辦理本人在 貴行活期性帳戶餘額撥入本專戶集中管理時，各連結帳戶除證券交割款帳戶外，其連結帳戶使用之金融卡 貴行得逕予銷號處理。
- (4) 貴行於辦理本專戶之理財服務時，得優先將立約人存入之款項依第十一條關於債務抵充之約定辦理，其次辦理在本專戶之質借額度、放款還款及各項約定自動轉帳扣款交易後，本專戶之存款餘額始依立約人之指定標的進行轉存。
5. 本專戶約定書之終止及其效力
  - (1) 本專戶之約定經 貴行或立約人依約終止時，相關理財約定亦同時終止。
  - (2) 本約定一經終止，貴行得立即進行本專戶之清算。但立約人與 貴行另有約定外，其契約效力不因本約定之終止而受影響。
6. 證券交割帳戶入/扣款之轉帳服務
  - (1) 立約人為從事有價證券及相關交易，應於 貴行開立活期儲蓄存款帳戶(以下稱交割專戶)，為收、付證券及相關交易款帳戶。
  - (2) 立約人同意如於規定之證券交割日，該交割專戶內之存款餘額不足支付付款淨額時，授權 貴行得就不足額部份逕自本專戶扣款，並轉帳至交割專戶以為付款之用。若本專戶餘額不足支付付款淨額且立約人於 貴行辦有額度性質放款時，授權 貴行於額度性質放款可循環動用額度餘額內撥款支付，但若需支付之付款淨額大於本專戶可動用資金之餘額時則不予撥付。
  - (3) 貴行不因辦理本項服務，即負有於交割專戶存款不足時通知立約人之義務。
7. 支票存款轉帳指示入款服務
  - (1) 立約人為辦理本人支票存款帳戶對其所開立之票據為付款之行為，可指定本專戶於當立約人支票帳戶存款餘額不足支付票據時，自本專戶按支票面額轉入支存帳戶中支付。
  - (2) 本項支票存款轉帳指示服務限以逐筆轉帳指示方式為之，不得以概括授權方式辦理。
  - (3) 於本人支存帳戶尚有餘額但不足支付票面金額時，就其差額，立約人同意 貴行無自本專戶辦理轉帳之義務。
  - (4) 立約人之支票存款帳戶餘額不足而 ALMA 帳戶餘額亦不足支付票款時，立約人同意在與 貴行有可動用質借額度餘額時，授權 貴行代為動用以支付票款，如因動用融資所發生之利息等相關費用，立約人無異議支付。
  - (5) 立約人同意於本人支存帳戶當日結算如尚有餘額時，貴行不須將餘額撥入本專戶。
  - (6) 貴行不因辦理本項服務，即負有立約人支存帳戶餘額不足時通知立約人之義務。
8. 約定轉帳服務
  - (1) 立約人同意與 貴行已往來帳戶之任一帳戶中，辦理該帳戶已設定之語音及 ATM 轉帳帳號資料，同時轉換至本專戶中繼續辦理。
  - (2) 轉換至本專戶之約定轉帳帳號資料明細，經立約人確認無誤後，立約人同意 貴行即不負有立約人轉帳錯誤之責任。
  - (3) 立約人同意與本專戶辦有活期性帳戶資金集中管理連結約定者，當該連結帳戶存款餘額不足支付代扣款項目(如公共事業水電瓦斯費、定時定額基金、保險或放款息等)時，可自動至本專戶進行扣款。
  - (4) 立約人所申請項目(含非本人帳戶指示轉帳服務)，自 貴行受理立約人申請之次一至二個日曆日生效，不因本專戶印鑑遺失或變更等情事而失其效力。
  - (5) 立約人申請轉出或轉入帳戶，如遇轉入或轉出帳戶其中一戶結清時，即視為終止轉帳約定，貴行無通知義務，或因立約人轉帳戶餘額不足，致 貴行無法執行此約定時，而造成立約人損失概由立約人自行負責。
  - (6) 立約人皆得隨時以書面通知終止委託約定，立約人擬終止委託時應填具申請書交 貴行辦理，並於申請日起當日生效。
9. 本專戶之資金動用
 立約人在 貴行之資金動用，以專戶內之存款餘額優先動用，如專戶內之存款餘額不足支付應付款項時，則依下列已在 貴行辦理之融資項目進行動撥：
  - (1) 本專戶已辦理轉存定期性存款者，依存單質借約定及立約人之等級該尚可質借之額度。
  - (2) 本專戶已約定有理財型房屋貸款可循環動用額度者，該尚可動用之額度內自動撥入本專戶。
  - (3) 本專戶已約定有額度放款可循環動用額度者，該尚可動用之額度內自動撥入本專戶。

**本項融資資金之動用不得作為轉存定期存款、轉繳放款本息使用。**
10. 有下列情形者，貴行得逕行辦理自動解約手續，立約人絕無異議。
  - (1) 本約定事項經 貴行依法/依約終止時。
  - (2) 因本約定書或立約人與 貴行其他契約約定或法律規定立約人應付 貴行款項時。
11. 本專戶關於債務優先抵充之約定
 本專戶存入之款項或理財標的中途解約所得之款項，貴行得優先逕依下列次序扣款以抵充債務：
  - (1) 已動用之額度放款額度之全部債務。
  - (2) 已動用之理財型房貸循環額度之全部債務。
  - (3) 已動用之存單質借額度之全部債務。
12. 立約人開立本專戶時，同意由 貴行依立約人存款平均餘額選定適合之帳戶等級，除享有本專戶各帳戶等級之服務外，並願遵守各該帳戶等級管理之規定。
13. 本專戶提供予立約人之跨行提款及跨行轉帳免手續費優惠次數的計算期間為，當月 21 日至次月 20 日止，每月 21 日以後重新計算。
14. 立約人對本專戶之轉帳服務，其辦理轉出/入帳戶之帳戶資料須由立約人提供。

#### 參、代轉繳各種款項約定

- 一、凡立約人在 貴行開設存款帳戶者，均可委託 貴行自其指定帳戶代為轉繳其本人或其指定第三人應付 貴行及公用事業費用等之各種款項。
- 二、貴行自接受委託並取得委託機構同意後，始提供代繳服務，在未洽妥同意前，各月份之代繳款項仍由立約人自行繳納。
- 三、貴行依債權憑證(契約書)、公用事業費用通知單...等所訂之約繳日期及應繳金額為準，逕自立約人指定之存款帳戶代為轉繳，無須立約人另行出具取款憑證，其存摺事後補記之。
- 四、立約人指定存款帳戶之餘額，如不足支付屆期之各種款項，或因其他不能歸責於 貴行之事由，致延誤繳款而招致損失，其所有責任由立約人自行負責。如嗣後立約人補足其指定存款帳戶之餘額，應通知 貴行，貴行得依債權憑證(契約書)...等所載條款之規定，加收逾期應繳之違約金或遲延利息，且一併自其指定存款帳戶內代為轉繳。
- 五、立約人如係代繳第三人各各種款項，該第三人同意立約人與 貴行之委託機關及立約人所為約定事項之效力及於第三人，並由立約人完全代表該第三人之利益，不得異議，如有任何糾葛，概與 貴行無涉。
- 六、各種款項全部清償時，視為自動終止委託關係。
- 七、立約人委託 貴行代繳之各種款項，在未終止委託前自行結清所指定代繳之存款帳戶時，即視同自動終止代繳之約定，其因此所生之損失及違約責任，概由立約人自行負擔。
- 八、除第六項外，立約人或 貴行皆得隨時以書面通知解除或終止代繳約定，立約人擬終止委託時，應填具申請書(其簽章必須與指定存款帳戶戶名及

原留印鑑相符)，並應於停止代繳月份二個月前辦理終止手續。

九、立約人對公用事業費率額之計算暨退補費等相關事項，如有疑義，應自行向公用事業機構洽詢。

## 肆、劃撥款項服務委託

- 一、立約人於 貴行配合往來之證券公司(以下稱證券公司)買賣證券公司現在及未來經其主管機關核准經營之業務商品，所衍生委託人與證券公司間之收付款項，包括但不限於買賣有價證券款項、認購債款、手續費、處理費及其他因各該業務或商品衍生之相關費用，均委託 貴行辦理。
- 二、立約人與證券公司間之所有收付款項或費用(係依據證券公司提供 貴行之買賣報告書或其它單據所開列金額)，立約人同意授權 貴行，無須委託人之存摺、取款憑條或委託人之簽章，由 貴行逕行自立約人於前條之指定帳戶內撥轉或代轉。立約人應繳付證券公司之款項(依據證券公司編製之清單或明細表等金額為準)由 貴行於規定交割日及付款日，逕自立約人在 貴行開立之活期/活儲存款帳戶內(以下稱交割帳戶)轉撥交付證券公司。縱該日立約人帳戶內之存款餘額不足支付應繳付證券公司之款項時，貴行仍得依證券公司指示，逕將該存款餘額轉撥交付證券公司。
- 三、立約人應向證券公司收取款項(依據證券公司編製之清單或明細表等金額為準)於規定交割及付款日由證券公司撥交 貴行時，再由 貴行逕行撥入上項立約人存款帳戶。
- 四、證券公司所編製之清單或明細表等內容倘有錯誤，或立約人對買賣證券應收、應付金額有爭執，應由立約人自行與證券公司處理，概與 貴行無涉。
- 五、立約人授權並委託 貴行代為填寫第一類票據退票資料申請單，及相關查詢，並同意 貴行就查詢所得資料逕行提供予證券公司。
- 六、立約人同意並授權證券公司及其受雇人或指定之代理人，得應主管機關查核業務需要，以書面向 貴行查詢或要求提供立約人於 貴行開立之交割帳戶存款餘額、往來明細及存戶之理財額度等資料。
- 七、如遇有款項不足、或因法院或其他有權機關之通知、或發生本約定書所定之違約情事而暫停或終止全部或一部之服務，致使 貴行未能依證券公司之指示進行收付款項或費用者，貴行將通知證券公司，並應由立約人自行與證券公司處理，如因而衍生買賣證券之違約責任，亦概由立約人自行負責。

## 伍、金融卡使用章程-一般約定

**立約人如另需要信用卡之功能，應另行簽訂信用卡契約。**

- 一、有關 貴行金融卡(以下稱「本卡」)之申請、持有及使用均應依本章程規定辦理。本約款若有未盡事宜，依開戶約定事項之一般約定暨存匯款約定事項辦理。

### 二、領取、啟用、使用及作廢

1. 本卡之功能限於立約人有效開立之往來帳戶者方得使用。申請人於簽署申請書並經 貴行核可後，立約人方得依本使用章程啟用本卡。如本卡經作廢、遺失、遭竊而重新申請者亦同。
2. 使用本卡取款及轉帳交易，其記錄在未經補登於存摺前，概以 貴行記錄明細餘額為準。
3. 立約人如領取本卡、密碼函及辦理啟用登錄手續者，應親持身分證明文件及原留印鑑至原開戶行或經 貴行指定之其他分行辦理。立約人自申請日起算逾 45 日未領取者，貴行得將本卡及密碼函逕行作廢。採預製金融卡(含密碼)者，立約人於辦妥開戶及審閱本約定條款後，即可領取本卡及密碼函，並辦理啟用登錄手續。
4. 惟如立約人有不能親自到行領取之情形，亦得要求 貴行以郵寄或其他適當方式分別送交本卡及其密碼函。以郵寄方式發送本卡及/或其密碼者，貴行將依立約人留存之最後地址寄達立約人。若立約人之金融卡或密碼函遭退回 貴行作業中心者，金融卡自退回之日起算逾 45 日立約人未領取者，貴行得將該金融卡逕行作廢；密碼函則於退回當日銷毀。
5. 立約人為法人時，申請領用金融卡即同意以實際持卡之自然人為被授權使用者，就持卡人所為之行為，立約人對其行為願負全部責任。實際持卡之自然人憑正確金融卡密碼使用本卡所為之任何交易均視為經立約人授權所為之交易，對立約人有絕對之效力，且立約人絕不得以其對持卡人所為之限制對抗 貴行。

### 三、金融卡密碼

1. 立約人瞭解立約人使用本卡須憑當時有效之密碼為之。
2. 立約人應自行牢記密碼並與本卡分開存放，妥慎保密及保管，不得使第三人得知或使用，若有違反，立約人應自負一切責任；立約人如欲變更密碼者，得利用自動化服務設備或其他設備自行更改密碼，其次數不受限制。

### 四、金融卡密碼使用錯誤次數及卡片留置、鎖卡之處理

立約人使用本卡進行交易，如輸入密碼錯誤連續達四次(含)、忘記取回本卡、使用已掛失之本卡進行交易或其他原因之情形，遭自動化服務設備鎖卡或留置時，除雙方另有約定外，立約人應親持身分證明文件及原留印鑑分別依下列方式辦理：

1. 本卡遭鎖卡時，得至原開戶行或經 貴行指定之其他分行辦理解鎖。
2. 本卡遭留置時，應自留置之次日起算 14 個營業日內至原開戶行或經 貴行指定之其他分行取回或換發新卡，逾期未取回，貴行得將本卡註銷。

### 五、出借、轉讓、質押、複製或改製之禁止

1. 本卡之往來以立約人與 貴行約定之本人帳戶為限。
2. 立約人瞭解本卡之所有權係 貴行所有，貴行有權決定本卡之發放，立約人領得本卡後應妥善保管，如有複製或改製本卡之行為時，除依法負刑責及相關法律責任外，並應賠償 貴行因此所致之損失。
3. 本卡限由立約人持有使用，不得出借、轉讓、質押、贈與或以任何方式交予他人使用，如有出借、轉讓、質押、贈與或供他人使用等類似情事時，立約人應自行負責一切損失及後果。

### 六、卡片遺失、滅失、遭竊或其他喪失占有

1. 立約人應妥為保管本卡，如有本卡遺失、滅失、被竊、其他喪失占有等情事，或卡號、密碼遭他人知悉時，必須立即依 貴行同意之約定方式申請掛失，並親至 貴行或依 貴行同意之約定方式辦理補發新卡。前項約定方式，應以存款人安全、便利方式辦理。在立約人未辦理掛失手續前而遭冒用(冒領或轉帳)，貴行已經付款者，視為對立約人已為給付。但 貴行或其他自動化服務設備所屬金融機構對資訊系統之控管有未盡善良管理人注意義務，或有其他可歸責之事由，致立約人密碼被冒用或盜用者，仍應由 貴行負責。
2. 立約人使用本卡取款、轉帳或轉帳消費，係按無摺登錄方式辦理，與提示存摺並填具取款憑條加蓋原留印鑑之取款具同等效力。自動櫃員機於每筆取款完成，將印發「交易明細表」供立約人參閱。

### 七、卡片之換發

1. 本卡損壞或無法使用時，立約人應將本卡繳回 貴行或依 貴行同意之約定方式，辦理換發新卡之手續。
2. 本卡經自動櫃員機收回時，立約人亦得向 貴行申請換發新卡。
3. 申請換發時，立約人應親至 貴行任一分行填表或其他經 貴行同意之約定方式申請辦理，並繳付新卡之工本費，工本費金額以 貴行隨時公佈之收費標準為準。
4. 於新卡發出之同時，舊卡立即失效。

### 八、暫停使用

因停電或電腦系統、自動櫃員機故障或其他技術上之原因，致本卡無法操作或使用時，貴行得隨時暫停本卡之服務，立約人不得就此向 貴行為任何請求或主張任何權利。

### 九、存款金額之限制

立約人使用本卡以 貴行自動化服務設備存入現金，於存入非本人之帳戶時，應適用金融卡非約定轉帳之金額限制；存入本人之帳戶者，同一帳號每

日最高限額為新台幣 100 萬元整。

#### 十、 提領現金

立約人提領現金時應當場點清。立約人使用本卡於自動櫃員機交易時，如發生交易差異，應於其發現時立即依 貴行規定之程序向 貴行提出查核申請，除立約人能提出具體之相反證據者外，該項查核結果概以 貴行記錄及調查結果為準。立約人於提出查核申請時所為之聲明或陳述應為真實及正確，否則應依法賠償 貴行因此等不實資料或陳述所生之各項成本、費用及損失。

#### 十一、 交易之行為效力

立約人如以本卡及密碼在 貴行或參加金融資訊系統跨行連線之金融單位之自動化服務設備或其他設備進行交易時，其交易與憑存摺印鑑所為之交易行為，具有同等之效力。

#### 十二、 交易時點之認定

跨行交易帳務劃分點：星期一至星期五以下午三點三十分為帳務劃分點。超逾帳務劃分點暨非營業日之交易，均歸屬次一營業日之帳務處理。交易是否係逾時交易，以 貴行接獲檔案或資料之時間為準。

#### 十三、 國內轉帳及轉帳錯誤之協助事項

- 立約人使用自動櫃員機辦理轉帳，以自動櫃員機所屬行及轉入行均能提供跨行轉帳服務者為限。立約人每次使用本卡辦理轉帳，其所輸入之金融機構代號、帳號及金額，立約人應確實核對無誤後，始按鍵輸入確認。一經按鍵輸入確認後交易即屬完成，嗣後立約人不得請求 貴行更正或追還。如因致生任何損失，概由立約人自行負擔。倘因立約人申請或操作轉入之金融機構代號、存款帳號或金額錯誤，致轉入他人帳戶或誤轉金額時，立約人得通知 貴行，由 貴行依法協助以下事項：

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

- 立約人利用自動櫃員機辦理約定轉帳業務應事先與 貴行約定帳號，俾憑辦理約定帳戶間之轉帳；惟本卡不主動提供非約定帳戶轉帳功能，立約人如擬利用自動櫃員機辦理非約定轉帳業務，須事先以書面向 貴行申請提供該項功能，立約人並得隨時向 貴行申請取消該項功能。

- 貴行於接到立約人輸入之轉帳指令後，即得逕自立約人之轉出帳戶內扣款，且(1)倘立約人於銀行一般營業時間(延長營業時間除外)使用本項服務，該筆轉帳金額將於當日轉入指定帳戶；(2)倘立約人於上述銀行一般營業時間以外之時間後使用本項服務時，則該筆轉帳金額將於次一銀行營業日入帳。

- 本卡約定轉入帳號，立約人如欲變更時，應重新填具相關業務申請書，將異動資料填入，俾便辦理登錄作業。

#### 十四、 貴行提款及轉帳金額之限制

- 立約人使用本卡在 貴行自動服務設備提款時，其上限制如下：

自動化服務設備提款新臺幣之交易：每次最高限額為新臺幣(下同) 6 萬元；每日最高限額為 20 萬元

- 立約人於約定帳戶轉帳時，其上限制如下：

每次最高限額為 100 萬元；每日於約定帳戶轉帳為 300 萬元。

- 立約人於非約定帳戶轉帳時，其上限制如下：

每次最高限額為 3 萬元；每日最高限額為 3 萬元(併計 貴行及跨行金額)。

#### 十五、 跨行提款及轉帳金額之限制

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

每次最高限額為 2 萬元；每日最高限額為 20 萬元(國、內外提領每日合計不得逾 20 萬元)。

- 立約人於約定帳戶轉帳時，其上限制如下：

每次最高限額為 100 萬元；每日最高限額為 300 萬元(併計約定及非約定帳戶)。

- 立約人於非約定帳戶轉帳時，其上限制如下：

每次最高限額為 3 萬元；每日最高限額為 3 萬元(併計 貴行及跨行金額)。

#### 十六、 存摺補登

除另有約定外，立約人同意使用本卡提款、轉帳時，不限交易次數及累積金額，皆無需進行補登存摺，即可繼續使用本卡；使用本卡提款、轉帳或消費扣款時，其記錄在未經補登存摺或因電腦故障、斷線等情事，致補登後存摺結餘金額與 貴行帳上餘額不符時，概以 貴行帳載餘額為限。如立約人因使用自動化服務設備產生異常交易未完成取款，需俟 貴行查明事實後再予付款。

#### 十七、 提款、轉帳限額、次數之調整及其揭示

除法令另有規定外，前三條所定之金額及次數，貴行得視實際需要做調整，且 貴行應於調整 15 日前，以顯著方式公開揭示於 貴行營業處所及網站。

#### 十八、 費用計收、調整及揭示

立約人使用本卡所為各項交易或服務所生之工本費如下：

- 交易手續費類：

- (1) 國內跨行提款：每次為 5 元。
- (2) 國內跨行轉帳：每次為 15 元。

- 服務費用類：

- (1) 卡片解鎖：每次為 50 元。
- (2) 補/換發新卡：每次為 100 元。

前項費用雙方同意 貴行得自立約人之帳戶內逕行扣繳，或其他經 貴行同意之約定方式繳納。

第一項費用如有調整，應以顯著方式於營業場所及 貴行網站公開揭示。

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

#### 十九、 國際金融卡功能特別約定

- 立約人提出申請，經 貴行內部作業整合並通知立約人後，本卡具有國際金融卡之功能，立約人得於海外與本卡連線系統之國外金融機構各地設置之自動櫃員機使用本卡，依 貴行及各設置自動櫃員機之金融機構之規定，為現金提領或餘額查詢等交易。立約人如欲辦理取消，亦可親臨 貴行、銀行電話理財服務或其他 貴行同意之方式辦理。

- 基於主管機關對於外匯管制之限制，貴行得隨時停止本卡之國際金融卡功能。

- 以本卡於國外提款，限於自立約人於 貴行開設之新台幣活期存款內餘額及融資額度提取。如立約人擬提款之帳戶內已無餘額或餘額不足或 貴行提供立約人新台幣融資額度不足時，貴行得拒絕付款。

- 立約人以本卡於國外取款時，貴行將透過當地之自動櫃員機以等值之當地(取款地)貨幣付款，其兌換依國際清算中心提供於 貴行立約人提款當日之匯率為準。

- 立約人在國外以本卡提款時，應按各該國際網路機構規定支付網路手續費(各網路機構之手續費或有不同，立約人在使用前請自行確認)。網路手續費之支付由 貴行於立約人為提款交易時，直接自立約人之提款帳戶扣取。

- 立約人持本卡進行外幣交易時，授權 貴行為中華民國境內之結匯代理人，依中央銀行相關規定及雙方約定，辦理結匯手續及申報。

## 二十、 契約終止或暫停提供金融卡功能

立約人得隨時終止本契約，但應親自或以書面委託代理人至 貴行辦理，除本卡遺失外，並應將本卡繳還 貴行。立約人為法人時，則由負責人親自或以書面委託代理人至 貴行辦理。

如有下列情事之一者，貴行得隨時終止本契約或暫時停止提供本卡之功能：

1. 本卡遭偽、變造或作為洗錢、詐欺等不法之用途。
2. 立約人之帳戶經依法令規定列為暫停給付、警示或衍生管制帳戶。
3. 立約人違反法令規定損及 貴行權益或有其他不法行為。

## 二十一、 個人資料之使用

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

## 二十二、 紛爭處理及申訴管道

免付費服務專線：0800-051234。

電子信箱 (E-MAIL)：Callcenter.tw@sc.com

## 二十三、 金融卡消費扣款功能之使用依 貴行金融卡消費扣款約定事項辦理。惟立約人為法人時，本卡無金融卡消費扣款功能。

## 陸、金融卡消費扣款約定事項

### 一、 定義：本契約所用名詞定義如下：

1. 『渣打國際商業銀行 VISA 金融卡』（以下簡稱 VISA 金融卡）：指持卡人除得依貴行開戶總約定書內金融卡使用之約定為一般金融卡之使用外，並得憑 貴行之信用，向特約商店取得物品、勞務或其他利益，而委託 貴行於該特約商店向貴行請款時，將帳款自持卡人指定於貴行開立之新台幣活期性存款帳戶直接轉帳付款所使用之卡片。VISA 金融卡無信用延後付款功能，亦無預借現金及透支消費功能。
2. 『持卡人』：指經 貴行同意並經核發 VISA 金融卡之人。
3. 『收單機構』：指經 VISA 國際組織授權辦理特約商店簽約事宜，並於特約商店請款時，先行代墊持卡人購物消費款項予特約商店之金融機構。
4. 『特約商店』：與收單機構簽訂特約商店契約，並依該契約接受 VISA 金融卡購物消費之商店。
5. 『每日消費扣款額度』：持卡人於 貴行約定每日累計使用 VISA 金融卡之刷卡消費扣款之最高限額；如無特別約定則為新台幣貳萬元。但於 2015 年 8 月 3 日當日及以後申請之 VISA 金融卡如無特別約定則預設為新台幣陸萬元。
6. 『扣款日』（即綜合月結單上之『入帳日期』）：指 貴行代持卡人給付款項予收單機構或特約商店或為持卡人負擔墊款義務，並自持卡人指定之新台幣活期性存款帳戶轉帳支付該款項之日。
7. 『結匯日』：指持卡人於國外持卡消費後，由 貴行或 貴行授權之代理人依各信用卡組織按約所列匯率，將持卡人之外幣應付帳款折算為新台幣結付之日。

### 二、 申請

1. VISA 金融卡申請人應將個人、財務資料及其他相關資料據實填載於申請表格各欄，並依貴行要求提出真實及正確之有關資料或證明文件；並於 貴行開立新台幣活期性存款帳戶，指定為 VISA 金融卡帳款直接扣帳付款之帳戶（以下簡稱「指定扣款 帳戶」）。
2. VISA 金融卡持卡人於原申請時所填載之基本資料（聯絡地址、電話、個人手機等）有所變動時，持卡人本人應立即通知 貴行更正。

### 三、 個人資料蒐集、處理、利用

1. 立約人保證所提供予 貴行之所有資料正確無誤，且授權 貴行得於 貴行所定特定目的範圍內隨時向有關各方（包括但不限於財團法人金融聯合徵信中心、勞保局）查證、蒐集立約人之相關個人資料，並得就該個人資料為處理、利用及國際傳輸。立約人資料有所變更時，應儘速通知 貴行。
2. 貴行蒐集、處理、利用立約人之個人資料，應依個人資料保護法相關規定及 貴行之「個人資料蒐集、處理、利用告知事項」辦理，包括但不限於 貴行得將立約人與 貴行往來之資料提供予財團法人金融聯合徵信中心，惟 貴行提供給財團法人金融聯合徵信中心之 貴行、立約人往來資料有錯誤時，貴行應主動更正並回復原狀。
3. 「個人資料蒐集、處理、利用告知事項」立約人可參照 貴行開戶總約定書、官方網站或洽詢分行。

### 四、 每日消費扣款額度

1. 貴行依持卡人向 貴行提出之書面申請或依六十五歲以上持卡人以書面或透過銀行電話理財服務之申請，核給 VISA 金融卡「每日消費扣款額度」，該額度與國內外提現限額分開計算；持卡人於國內、外刷卡消費額度不得超過「指定扣款帳戶」內之可用餘額；持卡人應審慎評估「指定扣款帳戶」內之可用餘額，以訂定「每日消費扣款額度」。
2. 持卡人如不申請 VISA 金融卡之消費扣款功能，僅保留國內外存、提款功能者，則 貴行將依持卡人提出之書面約定，不提供金融卡消費扣款之功能；持卡人爾後欲申請 VISA 金融卡之消費扣款功能時，需至 貴行營業單位約定辦理。

### 五、 契約雙方之基本義務

1. 貴行應以善良管理人之注意為持卡人處理合法使用 VISA 金融卡交易款項之清償事宜，並自行或由各收單機構提供特約商店供持卡人使用 VISA 金融卡交易。
2. 持卡人之 VISA 金融卡屬於 貴行之財產，持卡人應妥善保管及使用 VISA 金融卡。貴行僅授權持卡人本人在 VISA 金融卡於有效期限內使用，不得讓與、轉借、提供擔保或以其他方式將 VISA 金融卡占有轉讓予第三人或交其使用，若有違反本約定致發生損失，概由持卡人自行負責。
3. 持卡人不得與第三人或特約商店偽造虛構不實交易行為或共謀詐欺，以 VISA 金融卡消費扣款方式或其他方式折換金錢或取得利益。持卡人如購買高變現性之物品，或至財團法人聯合信用卡處理中心列管之風險特店刷卡消費、或以 VISA 金融卡為支付工具進行網際網路賭博等不法之交易、或有其他異常消費扣款時間、地點、或項目而可疑有虛偽不實交易或共謀詐欺之情形時，貴行得保留授權與否之權利，限制或婉拒持卡人就前述 交易行為使用 貴行 VISA 金融卡。
4. 持卡人不得以 VISA 金融卡向第三人直接或間接取得資金融通。
5. 持卡人違反本條第二項至第四項致生之應付帳款者，亦應對之負清償責任。
6. 持卡人於系統未連線或無法連線，或因交易之特殊性無須於簽帳單上簽名時，除持卡人業依第十三條之約定辦理掛失手續外，對因此所產生之消費款項，持人均應負付款相關義務責任。
7. 貴行應確保廣告內容之真實，對持卡人所負之義務不得低於廣告之內容。但 貴行提供關於信用卡之各項活動、服務或約定，如無特別註明，則專屬信用卡持卡人，VISA 金融卡持人不適用之。
8. 貴行基於風險、安全、詐欺防制或其他理由，得對某筆 VISA 金融卡之交易不予授權。

## 六、 契約審閱期間

申請人於收到核發 VISA 金融卡七日內，得以第十八條第三項所定之方式通知 貴行解除契約，無須說明理由及負擔任何費用或價款。但已使用核發新卡者，則不得以解除契約

## 七、 一般交易

- 申請人收到 VISA 金融卡後，應立即於 VISA 金融卡上簽名，以降低遭第三人冒用之可能性。
- 持卡人使用 VISA 金融卡交易時，於出示 VISA 金融卡刷卡後，經查對無誤，應於簽帳單上簽名確認，並自行妥善保管簽帳單收執聯，以供查證之用。
- 持卡人於特約商店同意持卡人就原使用 VISA 金融卡交易辦理退貨、取消交易、終止服務、變更貨品或其價格時，應向特約商店索取退貨單，經查對無誤後，應於退貨單上簽名確認，並自行妥善保管退貨單收執聯，以供查證之用。但經持卡人及特約商店同意，得以特約商店自行簽認，並以持卡人保留退貨憑證或其他足資證明文件之方式代之。
- 特約商店於下列情形得拒絕接受持卡人使用 VISA 金融卡交易：
  - VISA 金融卡為偽造、變造或有破損、斷裂、缺角、打洞、簽名模糊無法辨認及簽名塗改之情事者。
  - VISA 金融卡有效期限屆至、業依第十三條第一項辦理掛失或契約已解除或終止者。
  - 貴行已暫停持卡人使用 VISA 金融卡之權利者。
  - 持卡人在簽帳單上之簽名與 VISA 金融卡上之簽名不符，或得以其他方式證明持卡人非 貴行同意核發 VISA 金融卡之本人者。
  - 持卡人累計本次交易後，已超過 貴行原核給「每日消費扣款額度」或「指定扣款帳戶之存款餘額」者。但經貴行特別授權特約商店接受其用 VISA 金融卡交易者，不在此限。
- 前項第一款、第二款或第四款之情形者，特約商店得拒絕返還該 VISA 金融卡。
- 持卡人如遇有特約商店依第四項各款以外之事由拒絕持卡人使用 VISA 金融卡交易，或以使用 VISA 金融卡為由要求增加商品或服務價格者，得向 貴行提出申訴，貴行應自行或轉請收單機構查明後，依貴行作業規定將處理情形告知持卡人。如經查明就特約商店上述之情事，貴行有故意或重大過失者，應對持卡人負損害賠償責任。

## 八、 特殊交易

- 依一般交易習慣或交易特殊性質，其係以郵購、電話訂購、傳真等其他類似方式訂購商品、取得服務、代付費用而使用 VISA 金融卡付款等情形，貴行得以密碼、電話確認、收貨單上之簽名、郵寄憑證或其他得以辨識當事人同一性及確認持卡人意思表示之方式代之，無須使用簽帳單或當場簽名。
- 持卡人如以網際網路 (Internet) 或電子資料交換方式直接進行 VISA 金融卡之電子交易服務時，應事先與 貴行另行簽訂相關契約。但持卡人對於簽訂相關契約前已進行電子交易服務所生帳款，仍應負清償之責。
- 自動化設備交易中自助加油交易，因屬特殊授權交易，貴行得先自持卡人「指定扣款帳戶」內之可用餘額內保留固定金額，俟特約商店或收單機構向 貴行請款時，貴行再將實際應付消費款項扣款支付之。前揭固定金額將於 貴行之營業場所或網站上公開揭示。

## 九、 消費款項對帳單

- 貴行應將持卡人消費扣款之交易明細，逐筆登錄於持卡人「指定扣款帳戶」之新台幣活期性存款帳戶存摺，持卡人得自行補登存摺查詢之。
- 貴行如自持卡人指定扣款帳戶轉帳支付 VISA 金融卡消費款項，貴行應按時寄發消費款項對帳單。
- 如持卡人於當期消費款項對帳單寄送日起七日內，仍未收到消費款項對帳單，應即向 貴行查詢(遲延不得逾當期消費款項對帳單寄送日起十四日)，並得請求以掛號郵件、普通郵件或其他適當方式補送，其費用由 貴行負擔。但如持卡人請求 貴行補送三個月前之消費款項對帳單，則每次每個月份應繳交補寄對帳單手續費新台幣壹佰元，並授權 貴行得逕自持卡人指定扣款帳戶中扣繳。前揭費用，貴行得調整之，惟應以顯著方式，於營業場所或 貴行網站上公開揭示。
- VISA 金融卡持卡人於申請表格所載之聯絡地址或其他聯絡方式有所變更而未通知 貴行者，則以最後通知之聯絡地址或申請表格上所載聯絡地址為貴行應為送達之處所。貴行將業務上有關文書或應為之通知，向持卡人最後通知之聯絡地址或申請表格所載聯絡地址發出後，經通常郵遞之期間，即視為已合法送達。對帳單之方式得以書面、自動化設備或網路等方式呈現。
- 持卡人對消費明細如有疑義時，例如無此筆交易、重覆扣款等，請立即向發卡機構詢問，並得依規定申請爭議款處理。詳情請洽 貴行客服專線：02-4058-0088。

## 十、 消費糾紛帳款及現金回饋疑義之處理程序

- 持卡人如與特約商店就有關商品或服務的品質、數量、金額有所爭議時，應向特約商店尋求解決，不得以此作為向 貴行請求返還帳款之依據。
- 持卡人於綜合月結單寄發日起三十日內，如對交易或「指定扣款帳戶」存摺或消費款項對帳單內所載事項有疑義，得檢具理由及 貴行要求之證明文件(如簽帳單或退貨單收執聯等)通知 貴行，或請求 貴行向收單機構調閱簽帳單或退貨單，或請求 貴行就該筆交易依 VISA 國際組織之作業規定，向收單機構或特約商店主張扣款。
- 持卡人未依前項約定通知 貴行者，推定「指定扣款帳戶」存摺或消費款項對帳單所載事項無錯誤。
- 貴行依第二項後段約定向收單機構或特約商店主張扣款，經 貴行證明「指定扣款帳戶」存摺或消費款項對帳單所載事項無誤或因非可歸責於 貴行之事由而不得扣款時，如該款項已暫時先行返還持卡人，貴行經通知持卡人後，得以通知之扣款日自持卡人「指定扣款帳戶」扣除該支付之款項，若有不足部分，持卡人仍應負清償責任，並依第十一條第二項、第三項約定辦理。
- 持卡人如有請求 貴行向收單機構調閱簽帳單或退貨單時，應給付 貴行調閱簽帳單手續費，國內消費為每筆新台幣壹佰元，國外消費每筆新台幣壹佰元，前揭手續費 貴行得調整之，惟應以顯著方式，於營業場所或 貴行網站上公開揭示。
- 持卡人同意如現金回饋有所爭議時，應請求 貴行就該筆交易依 貴行之相關作業規定進行調查，以調查結果進行後續處理之依據。

## 十一、 付款

- 持卡人同意於消費時，貴行得先自持卡人「指定扣款帳戶」內之可用餘額內將該應付消費款項予以保留(持卡人無法提領或動用該保留款項)，俟特約商店或收單機構向 貴行請款時，貴行再將該應付消費款項扣款支付之。但如特約商店或收單機構自刷卡消費日起十五個日曆日止(註)仍未向 貴行請款，貴行得解除該保留款項。註：若十五個日曆日屆滿日遇假日時，將遞延至下一個營業日，貴行始解除保留款項。
- 為避免國外匯率波動導致 貴行保留款項不足支付，持卡人同意於國外刷卡消費時，貴行得先自持卡人「指定扣款帳戶」內之可用餘額內保留應付消費款項外，另增加保留該筆消費之應付消費款項之百分之十(持卡人無法提領或動用該保留款項)，俟特約商店或收單機構向 貴行請款時，貴行再將該應付消費款項扣款支付之。
- 持卡人「指定扣款帳戶」存款餘額於應扣款日不足支付某筆應付消費款項時，貴行得拒絕扣除該筆之存款餘額，持卡人同意 貴行得先行墊付及於墊付範圍內自持卡人「指定扣款帳戶」內保留之，並通知持卡人儘速補足不足之部分，但於持卡人補足前，貴行得拒絕扣除該筆之存款餘額。
- 持卡人如於應扣款日止未補足前項不足之款項時，貴行得(1)自應扣款日起限制持卡人「指定扣款帳戶」之提款或轉帳轉出交易；若持卡人於指定期限內仍未將不足之款項補足，貴行將有權降低持卡人每日刷卡消費額度或暫停持卡人消費扣款功能；(2)自應扣款日次日起，按月計收「逾期補款手續費」(即懲罰性違約金)新台幣貳佰元(未滿一個月以一個月計收)，至應付消費款項全部支付完畢為止，上述之費用，貴行得調整之，惟應以顯著方式，於營業場所或 貴行網站上公開揭示。
- 前項情形 貴行得自應扣款日起，逐日自持卡人「指定扣款帳戶」存款餘額扣除，至應付消費款項、逾期補款手續費及其他費用全部支付清償完畢為止。

## 十二、國外交易授權結匯

1. 持卡人所使用 VISA 金融卡交易帳款均應以新台幣結付。如交易 (含辦理退款) 之貨幣非為新台幣時，持卡人茲授權 貴行依各信用卡組織依約所列結匯日之匯率及手續費率換算為新台幣，並另加收銀行手續費後結付。
2. 持卡人授權 貴行為其在於中華民國境內之結匯代理人，辦理 VISA 金融卡在國外使用 VISA 金融卡交易之結匯手續，但持卡人應支付之外幣結匯金額超過法定限額者，持卡人應以外幣支付該超過法定限額之款項。
3. 持卡人於國外消費，若因 貴行授權時與信用卡國際組織清算時之匯率變動，致 貴行於持卡人消費時所保留之金額不足支付依第一項約定結付後之金額者，持卡人仍應付清償責任。

## 十三、卡片被竊、遺失或其他喪失占有

1. 持卡人 VISA 金融卡如有遺失、被竊、被搶、詐取或其他遭持卡人以外之第三人占有之情形 (以下簡稱遺失或被竊等情形)，應立即 (即前述事由發生之日起二十四小時內) 以電話或其他方式通知貴行掛失補發手續，並繳交掛失補發手續費每卡新台幣壹佰元。惟 貴行認為有必要時，應於受理掛失手續 日起十日內通知持卡人，要求於受通知日起三日內向當地警察機關報案並檢具報案證明文件補行通知 貴行。前揭掛失補發手續費，貴行得調整之，惟應以顯著方式，於營業場所或 貴行網站上公開揭示。
2. 持卡人自辦理掛失手續時起被冒用所發生之損失，概由 貴行負擔，但有下列情形之一者，持卡人仍應負擔辦理掛失停用手續後被冒用之損失：
  - (1) 第三人之冒用為持卡人容許或故意將 VISA 金融卡交其使用者。
  - (2) 持卡人與第三人或特約商店偽造虛構不實交易行為或共謀詐欺者。
  - (3) 持卡人因故意或重大過失將使用自動化設備之交易密碼或其他辨識持卡人同一性之方式使第三人知悉者。
3. 辦理掛失手續前持卡人被冒用之自負額以新台幣參仟元為上限。但有下列情形之一者，持卡人免負擔自負額 (在自動櫃員機提領現金、轉帳及一切使用金融卡密碼部分交易部分，仍應依 貴行開戶總約定書內金融卡使用之約定辦理，不適用本條之規定)：
  - (1) 持卡人於辦理 VISA 金融卡掛失手續時起前二十四小時內被冒用者。
  - (2) 冒用者在簽單上之簽名，以肉眼即可辨識與持卡人簽名顯不相同或以善良管理人之注意而可辨識持卡人簽名不相同者。
4. 持卡人有本條第二項但書及下列情形之一者，且 貴行能證明已盡善良管理人之注意義務者，其被冒用之自負額不適用前項約定：
  - (1) 持卡人得知 VISA 金融卡遺失或被竊等情形而急於立即通知 貴行，或持卡人發生 VISA 金融卡遺失或被竊等情形後，自收到綜合月結單後七日內仍未通知 貴行者。
  - (2) 持卡人違反第七條第一項約定，未於 VISA 金融卡簽名致第三人冒用者。
  - (3) 持卡人於辦理 VISA 金融卡掛失手續後，未提出 貴行所請求之文件、拒絕協助調查或其他違反誠信原則之行為者。

## 十四、補發新卡、換發新卡及展期續發新卡

1. 持卡人發生 VISA 金融卡遺失或被竊等情形，並依第十三條規定辦理掛失補發手續後，或污損、消磁、刮傷或其他原因致令 VISA 金融卡不堪使用，貴行得依持卡人之申請補發新卡。
2. 持卡人於申請、掛失、補發及使用 VISA 金融卡功能時，應依 貴行規定繳納相關費用並授權 貴行徑自持卡人帳戶扣取，其收費標準，由 貴行另訂之。
3. VISA 金融卡自發卡日起生效，其有效期限至卡片上所載有效期限之當月末日屆滿。
4. 貴行於 VISA 金融卡有效期間屆滿時，如未依第十八條終止契約者，應續發新卡供持卡人繼續使用，惟 貴行基於風險、安全、持卡人財務、信用、消費及還款狀況等考量，持卡人同意於 VISA 金融卡功能終止、停用或發生無法使用之原因時，得不續發新 VISA 金融卡予持卡人，持卡人得向 貴行申請一般 金融卡並同意接受及履行開戶總約定書內使用金融卡約定事項 說明之約定。
5. VISA 金融卡有效期間屆滿前，持卡人如無續用之意願，須於有效期限屆滿前，或於接獲續發新卡後七日內以第十八條第三項所定之方式通知 貴行終止本契約，無須說明理由及負擔任何費用或價款，但已使用核發新卡者，不在此限。

## 十五、抵銷及抵充

1. 持卡人經 貴行依第十八條終止契約時，貴行得將持卡人寄存於 貴行之各種存款、款項及對 貴行之一切債權主張期前清償，並得將期前清償之款項抵銷持卡人對 貴行所負之債務。(支票存款須另依開戶總約定書內支票存款約定事項之約定，終止支票存款契約後，貴行始得行使抵銷權)
2. 貴行預定抵銷之意思表示，自登帳扣抵時即生抵銷之效力。同時，貴行發給持卡人之存摺、存單及其他債權憑證，在抵銷範圍內失其效力。如抵銷之金額不足抵償持卡人對 貴行所負之全部債務者，依民法第三百二十一條至第三百二十三條規定抵充之。但 貴行指定之順序及方法較民法第三百二十三條之規定更有利於持卡人者，從其指定。

## 十六、契約之變更

本契約條款如有修改或增刪時，貴行得以書面或法令允許之方式通知持卡人，持卡人於七日內不為異議者，視同承認該修改或增刪約款。但下列事項如有變更，應於變更前二個月以書面、電子文件通知持卡人或以顯著方式，於營業場所或 貴行網站上公開揭示，並於該書面、電子文件或上開揭示內以顯著明確文字載明其變更事項、新舊約款內容，暨告知持卡人得於變更事項生效前表示異議，及持卡人未於該期間內異議者，視同承認該修改或增刪約款；並告知持卡人如有異議，應於得異議期間以第十八條第三項所定之方式通知 貴行終止契約：

1. 增加向持卡人收取之年費、手續費及提高其利率、變更利息計算方式及增加可能負擔之一切費用。
2. VISA 金融卡發生遺失或被竊等情形或滅失時，通知 貴行之方式。
3. 持卡人對他人無權使用其 VISA 金融卡後發生之權利義務關係。
4. 有關 VISA 金融卡交易帳款疑義之處理程序。
5. 其他經主管機關規定之事項。

## 十七、VISA 金融卡使用之限制

1. 持卡人如有下列事由之一者，貴行無須事先通知或催告，得降低持卡人每日刷卡消費額度或暫停持卡人使用 VISA 金融卡部分或全部之權利：
  - (1) 持卡人違反第二條第一項、第五條第二項、第三項或第四項者。
  - (2) 持卡人「指定扣款帳戶」存款餘額自應扣款日起連續二個月不足支付應付消費款項時。
  - (3) 持卡人依破產法聲請或被聲請和解、宣告破產、經票據交換所通告拒絕往來者。
  - (4) 持卡人為法人或非法人團體之法定代理人、代表人、管理人者，關於該法人或非法人團體經票據交換所公告拒絕往來、依破產法聲請或被聲請和解、宣告破產、該法人依公司法聲請或被聲請重整、停止營業或清理債務者。
  - (5) 持卡人因刑事而受有期徒刑以上之宣告或沒收主要財產之宣告者。
  - (6) 持卡人如使用 VISA 金融卡不當或 貴行研判持卡人帳戶有疑似不當使用之情事時，得隨時停止或終止持卡人使用卡片，並收回 VISA 金融卡予以作廢。
2. 持卡人如有下列事由之一者，經 貴行事先通知或催告後，得降低持卡人每日刷卡消費額度或暫時停止持卡人使用 VISA 金融卡部份或全部之權利：
  - (1) 持卡人違反第二條第二項，貴行已依原申請時填載資料之聯絡地址、電話通知而無法取得聯繫，或持卡人職業或職務有所變動足以降低原先對持卡人信用之估計者。
  - (2) 持卡人「指定扣款帳戶」存款餘額自應扣款日起連續一個月不足支付應付消費款項時。

- (3) 持卡人違反第四條第一項約定超過「每日消費扣款額度」或「指定扣款帳戶」內之可用餘額使用 VISA 金融卡契約者
  - (4) 持卡人存款不足而退票，或其為法人或非法人團體之法定代理人、代表人、管理人，而該法人或非法人團體存款不足而退票者。
  - (5) 持卡人遭其他發卡機構暫停使用信用卡或 VISA 金融卡之權利或終止信用卡或 VISA 金融卡契約者。
  - (6) 持卡人受強制執行或假扣押、假處分或其他保全處分者
  - (7) 持卡人因其他債務關係被提起訴訟，或因涉及刑事被偵查或起訴者。
  - (8) 對 貴行（包括總機構及分支機構）其他債務延不償還，或其他債務有遲延繳納本金或利息者。
  - (9) 持卡人依約定負有提供擔保之義務而不提供者。
3. 貴行於第一項或第二項各款事由消滅後，或經 貴行同意持卡人釋明相當理由，或持卡人清償部份款項或提供適當之擔保者，得恢復原核給持卡人之日消費扣款額度或使用 VISA 金融卡之權利。

#### 十八、契約之終止

1. 持卡人得隨時以本條第三項所定之方式通知 貴行終止契約。
2. 持卡人如有前條第一項或第二項之事由，或 VISA 金融卡有效期限屆至者，貴行得以書面或其他經 貴行同意之方式通知持卡人終止契約。
3. 持卡人終止或解除契約時，應親至 貴行營業單位辦理始生終止或解除之效力。
4. 持卡人「指定扣款帳戶」存款契約如終止時，本契約亦同時終止。
5. 本契約終止或解除後，持卡人不得再使用 VISA 金融卡（含有 效期限尚未屆至者）。
6. 貴行基於風險、安全、持卡人財務、信用、消費及還款狀況等考量，於不停止持卡人使用一般金融卡功能及終止本契約之情形下，得於一個月前以書面通知停止或取消持卡人使用 VISA 金融卡消費扣款功能。

#### 十九、適用法律

本契約之準據法為中華民國法律。依本契約發生債務之關係，其法律行為之成立要件、效力及方式適用中華民國法律。

#### 二十、管轄法院

因本契約涉訟時，持卡人與貴行同意以台灣台北地方法院或與持卡人有業務往來之貴行分行所在地之法院為第一審管轄法院。但法律有專屬管轄之特別規定者，從其規定，亦不得排除消費者保護法第四十七條或民事訴訟法第四百三十六條之九小額訴訟管轄法院之適用。

#### 二十一、業務委託

持卡人同意 貴行之交易帳款收付業務、電腦處理業務或其他與本契約有關之附隨業務（如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、行銷、客戶資料輸入、表單列印、裝封及交付郵寄、表單、憑證等資料保存、卡片製作及送達、帳款催收及法律程序...等【含符合特定目的之相關個人資料搜集及電腦處理】），於必要時得依主管機關規定或經主管機關核准，委託適當之第三人或與各信用卡組織之會員機構合作處理。持卡人並同意 貴行將其個人資料提供予該第三人，該第三人於電腦處理及利用持卡人個人資料時，仍應依法令規定並保守秘密。

#### 二十二、其他約定事項

其他約定事項持卡人除本契約外，另應遵守 貴行活期性存款及金融卡之相關約定。本契約或其他附件各項約定如有未盡事宜，依 貴行作業規定或由雙方另行協議訂定之。

### 渣打 VISA 金融卡綜合保險約定條款

#### 國泰產物信用卡綜合保險保險證

商品文號：113.01.19 國產精字第 1130100003 號、國產精字第 1130100004 號

投保單位：渣打國際商業銀行股份有限公司

保險期間：自民國 113 年 01 月 01 日零時起至民國 114 年 01 月 01 日零時止

適用卡別：渣打國際商業銀行 Visa Debit 卡（本證所指 Visa Debit 卡係僅針對有開啟扣款功能使用者）

#### 一、共同條款

本保險契約所使用之名詞定義如下：

1. 「要保單位」係指發行信用卡並代理被保險人要保之機構。
2. 「承保信用卡」係指由要保單位所核發，並交由被保險人所持有且記載於本保險契約之信用卡，包括公司卡及認同卡。F
3. 「被保險人」係指持有要保單位所核發之有效承保信用卡（含正卡及附卡）之持卡人，及持卡人於承保事故發生時之配偶及未滿二十五歲之未婚子女。
4. 「保險期間」係指本保險契約上所載之時日，其起迄時日以中原標準時間為準。
5. 「公共運輸工具」係指經當地政府登記許可，行駛於固定航、路線之商用客機或水、陸上公共交通工具。但下列類型之運輸工具，非本保險契約所承保之公共運輸工具：
  - (1) 供遊覽之用而非經常性載運旅客之用者：如麗星郵輪/遊覽車/觀光景點專用之交通工具等。
  - (2) 限於特定或可得特定之團體或個人搭乘者：如總統包機、軍機等。
  - (3) 使用信用卡單獨支付費用搭乘之國內大眾捷運系統、公共汽車(包含市區公車及客運)及纜車。
6. 「商用客機」係指領有航空器營運及註冊國相關單位核准其經營航空交通運輸業務之證明、執照或相關許可之航空公司，依據其出版之航行於固定機場間之時刻表及價目表，提供載運不特定大眾或團體搭乘之航空公共運輸工具，亦包含加班機，或班機座位之一部或全部係由旅行社承包，但開放予不特定大眾或團體搭乘之班機。
7. 「固定航、路線」係指於定點（港口、機場、車站）間經營經常性旅客運送的路線。
8. 「團費」係指被保險人整趟旅程所需之所有交通工具及住宿費用。
9. 「公共運輸工具全部票款」包含票價、機場稅、兵險費用、燃油費用及其它附加費用必須全部以信用卡支付，方可享有信用卡綜合保險之保障。公共運輸工具之全部票款款項不得有全部(如贈送票、免費票)或部份以優待憑證(含優惠憑證、兌換券、折價券、酬賓券、抵用券、優待券、點數等) 抵付票款；或因抽獎中獎或其他方式無償獲得之票證；或僅以信用卡支付機場稅或兵險附加費等相關稅費的機票均不享有信用卡旅遊保險的保障。

#### 二、信用卡旅遊不便保險

##### 承保範圍及項目

被保險人於保險期間內，以有效之承保信用卡支付於出發前已確認班次之商用客機全部票款或百分之八十以上團費，若於保障期間內因意外事故致其須支付下列合理且必要費用時，本公司依本保險契約之規定負賠償之責；但被保險人嗣後取消前述商用客機或團費之交易者，本公司即不負理賠之責：

1. 班機延誤費用
2. 行李延誤費用
3. 行李遺失費用

#### 4. 劫機補償

被保險人所使用之機票，若係航空公司或旅行社提供之優惠票，且被保險人實際支付之金額未達該機票票面價額之百分之三十者，本公司對第一項各項費用或損失不負理賠之責。

#### 1. 班機延誤費用

被保險人於保障期間內，於

(1) 國外機場

(2) 轉機失接地

(3) 搭乘本國離島航班及國內班機回程班機延誤(不包含戶籍地或居、住所在地之出發機場延誤)。

因下列事故致被保險人須支付之班機延誤費用，本公司於本保險契約所載之「班機延誤費用保險金額」內負理賠責任：

(1) 被保險人預定搭乘之班機延誤起飛達四小時以上者。

(2) 被保險人所預定搭乘之飛機班次被取消，於四小時內無其他飛機可供其轉搭者。

(3) 被保險人所預定搭乘之飛機班次座位因超額訂位而被取消，於四小時內無其他飛機可供其轉搭者。

(4) 被保險人所預定之轉接班機因前班班機延誤而致失接，於四小時之內無其他飛機可供其轉接者。

同時符合上述四款情形中兩者(含)以上者，將視為同一事故。

前項所稱「班機延誤費用」，係指於班機延誤期間滯留於延誤當地所生之下列費用：

(1) 必要且合理之膳食、住宿費用。

(2) 來往於機場及住宿地點間之交通費用。

(3) 因班機延誤而須住宿，且被保險人行李已交寄之情形下，因住宿需要而須購買之日用必需品費用，但被保險人於改搭班機報到後購買之日用品不在本保險賠償範圍內。

(4) 國際電話費。

前項所稱「延誤期間」係指原預定班機之起飛時間起至改搭班機實際起飛前。

前項所稱「延誤當地」係指預定起飛機場或預定轉機地。

被保險人的預定行程若係一連續性的行程，雖該行程發生一次以上之班機延誤事故，本公司對於因此所生之班機延誤費用，仍以本保險契約所載之「每人每次事故保險金額」為限。

前項所稱「連續性的行程」，係指抵達目的地機場後 24 小時內須接續下一目的地機場者，該行程視為接續性行程。

被保險人嗣後取消前述商用客機或團費之交易者，係因天候因素滯留於原訂起飛地或轉機地，而使用有效要保單位之承保信用卡支付非原定航空公司之機票全額票款或其他符合本保險定義之替代公共運輸工具全額票款抵達原訂目的地，則本公司依保險契約之規定對於班機延誤費用部分負賠償之責，但不包括新的公共運輸工具之票款。

國內航班因天候因素，導致外島滯留人數過多，軍方將與全體航空公司一起疏散滯留旅客(即所謂聯合候補)，則本公司依保險契約之規定對於班機延誤費用部分負賠償之責。

因天候因素致被保險人所搭乘之飛機起飛後改降落非原定降落機場者，本公司依保險契約之規定給付前項班機延誤費用。

#### 2. 行李延誤費用

被保險人於保障期間內，因航空公司處理不當，致被保險人隨行交運之行李於飛機抵達目的地機場(但不含居、住所在地)六小時後仍未送達者，對於被保險人領回行李前為應急而於實體店面購買必要之日用必需品所支付之費用，本公司於本保險契約所載之「行李延誤費用保險金額」內負理賠責任，但最高以被保險人到達目的地後二十四小時內所須支出之費用為限。

#### 3. 行李遺失費用

被保險人於保障期間內，因航空公司處理不當，致被保險人隨行交運之行李遺失，或於飛機抵達目的地機場(但不含居、住所在地)二十四小時後仍未送達者，亦在承保範圍內。對於被保險人領回行李前為應急而於實體店面購買必要之日用必需品所支付費用，本公司於本保險契約所載之「行李遺失費用保險金額」內負理賠責任，但最高以被保險人到達目的地後一百二十小時內所須支出之費用為限。

本公司若已依前條規定給付行李延誤保險金者，則本公司依前項規定所負之理賠責任以行李遺失保險金扣除已給付之行李延誤保險金之餘額為限。

#### 4. 劫機補償

被保險人於保障期間內搭乘飛機遭遇劫機事故時，本公司依其受劫持期間之日數按日給付「劫機補償保險金」；未滿一日者以一日計算。但以保險契約所載「劫機補償保險金額」為限。

前項所稱「劫機事故」係指被保險人搭乘之飛機遭遇非由合法政府或司法機關控制指揮之個人或團體，以強暴、脅迫或其他非法方式劫持使用中之飛機或控制該飛機之正常飛航或限制機上乘客之行動者。

#### 5. 本章共同不保事項

因下列事項所致之事故或損失，本公司不負理賠責任：

(1) 戰爭、類似戰爭(不論宣戰與否)、敵人侵略、外敵行為、叛亂、內亂或其他類似之武裝變亂所啟者。

(2) 因核子分裂或輻射作用所啟者。

(3) 被海關或其他政府機關沒收、扣留、徵收或銷毀者。

(4) 被保險人之故意或犯罪行為所啟者。

(5) 罷工、暴動、民眾騷擾，但於劫機補償不適用之。

(6) 對於直接或間接因任何恐怖主義之行為或與其有關之行動，不論其是否有其他原因或事件同時或先後介入所啟者。

(7) 對於直接或間接為抑制、防止、鎮壓恐怖主義者之行為或與其有關之行動所啟者。

前項所稱「恐怖主義者之行為」係指任何個人或團體，不論單獨或與任何組織、團體或政府機構共謀，運用武力、暴力、恐嚇、威脅或破壞等行為以遂其政治、宗教、信仰、意識型態或其他類似意圖之目的，包括企圖推翻、脅迫或影響任何政府，或致使民眾或特定群眾處於恐懼狀態。

(8) 因相關班機所屬航空公司破產、重整、清算所致之事故，本公司不負賠償責任。

#### 6. 班機延誤費用保險金的申領

被保險人申請「班機延誤費用保險金」時，應檢具下列文件：

(1) 理賠申請書。

(2) 被保險人以承保信用卡購買機票或團費之當月信用卡月結帳單正反面影本，需有持卡人姓名、卡號及旅行社之代收轉付收據影本(須載有買受人姓名)。

(3) 交通運輸工具搭乘證明(例如：票根)及訂位紀錄證明影本(例如：電子機票收據影本)。

(4) 被保險人以承保信用卡支出班機延誤費用之收據正本。

(5) 航空公司所開具之班機延誤/失接/登機被拒之班機延誤證明正本。

- (6) 倘係申請失接之「班機延誤費用」，請說明本欲轉接之班機時間、及轉機前往地點及延誤時數。  
 (7) 申請持卡人配偶或子女之班機延誤費用時，應檢具身分證明文件影本。

#### 7. 行李延誤費用或遺失保險金的申領

被保險人申請「行李延誤或行李遺失保險金」時，應檢具下列文件：

- (1) 理賠申請書。
- (2) 被保險人以承保信用卡購買機票或團費之當月信用卡月結帳單正反面影本，需有持卡人姓名、卡號及旅行社之代收轉付收據影本(須載有買受人姓名)。
- (3) 交通運輸工具搭乘證明(例如：票根)、訂位紀錄證明影本(例如：電子機票收據影本) 及托運行李證明(例如：行李票正本)。
- (4) 被保險人以承保信用卡支出行李延誤或遺失費用之收據正本。
- (5) 事故發生當時航空公司或機場所開具之行李延誤或遺失證明文件正本及領回延誤行李之證明文件正本。
- (6) 申請持卡人配偶或子女之行李延誤或遺失費用時，應檢具身分證明文件影本。

#### 8. 劫機補償保險金的申領

被保險人申領「劫機補償保險金」時，應檢具下列文件：

- (1) 理賠申請書。
- (2) 被保險人以承保信用卡購買機票或團費之當月信用卡月結帳單正反面影本，需有持卡人姓名、卡號及旅行社之代收轉付收據影本(須載有買受人姓名)。
- (3) 交通運輸工具搭乘證明(例如：票根) 及訂位紀錄證明影本(例如：電子機票收據影本)。
- (4) 劫機事故證明文件正本。
- (5) 申請持卡人配偶或子女之劫機補償保險金時，應檢具身分證明文件影本。

### 三、信用卡旅行平安保險

#### 1. 承保範圍及項目

信用卡旅行平安險之承保範圍，得由本公司與要保單位就下列各類別同時或單獨訂之：

##### 一、信用卡公共運輸工具期間旅行平安保險

#### 2. 信用卡公共運輸工具期間旅行平安保險承保範圍

被保險人於保險期間內，以有效之承保信用卡支付公共運輸工具全部票款或百分之八十以上團費，於保障期間內，因於下列搭乘公共運輸工具期間遭受意外傷害事故致失能或死亡者，本公司依本保險契約之約定給付保險金：

- (1) 被保險人搭乘商用飛機時：
  - a. 於飛機原訂起飛前或抵達目的地機場後五小時內，使用車輛直接往返機場期間；
  - b. 於機場內等候搭機期間；
  - c. 搭乘及上下商用飛機期間。
- (2) 被保險人搭乘前款以外之「公共運輸工具」時，限於搭乘及上下該「公共運輸工具」之期間。  
 前項被保險人所使用之公共運輸工具票證，若係公共運送業者或旅行社提供之優惠票，且被保險人實際支付之金額未及該機票票面價額之百分之三十者，對於被保險人因使用該機票而遭遇之意外傷害事故，本公司不負理賠之責。  
 前項公共運輸工具期間旅行平安保險承保範圍內所稱意外事故，僅限交通意外事故，非屬交通意外事故所致之失能或死亡，不在本保險承保範圍之內。

#### 3. 名詞定義

本章所使用之名詞定義增列如下：

- (1) 「意外傷害事故」係指非由疾病引起之外來突發事故。
- (2) 「移靈費用」係指意外身故當地實際發生必要且合理之購買棺木或火葬費用，及最經濟合理之運送遺體或骨灰返回啟程地之費用。
- (3) 「車輛」係指汽車、電車、慢車及其他行駛於公路或市區道路之動力車輛。
- (4) 「海外」係指中華民國境外。
- (5) 「中華民國境外」係指台灣、澎湖、金門、馬祖及政府統治權所及以外之地區。

#### 4. 身故保險金或喪葬費用保險金的給付

被保險人於保障期間內遭受意外傷害事故，並自意外傷害事故發生之日起一百八十日內致成死亡者，本公司按保險金額給付身故保險金。但超過一百八十日死亡者，受益人若能證明被保險人之死亡與該意外傷害事故具有因果關係者，不在此限。

訂立本保險契約時，以未滿十五歲之未成年人為被保險人，其身故保險金之給付於被保險人滿十五歲之日起發生效力。

訂立本保險契約時，以受監護宣告尚未撤銷者為被保險人，其身故保險金均變更為喪葬費用保險金。

前項被保險人於民國九十九年二月三日(含)以後所投保之喪葬費用保險金額總和(不限本公司)，不得超過訂立本保險契約時遺產及贈與稅法第十七條有關遺產稅喪葬費扣除額之半數，其超過部分本公司不負給付責任。

#### 5. 失能保險金

被保險人於保障期間內遭受意外傷害事故，並自意外傷害事故發生之日起一百八十日內以致成附表所列失能程度之一者，本公司給付失能保險金，其金額按該表所列之給付比例計算之。但超過一百八十日致成失能者，受益人若能證明被保險人之失能與該意外傷害事故具有因果關係者，不在此限。

被保險人因同一意外傷害事故致成附表所列二項以上失能程度時，本公司給付各該項失能保險金之和，最高以保險金額為限。但不同失能項目屬於同一手或同一足時，僅給付一項失能保險金；若失能項目所屬失能等級不同時，給付較嚴重項目的失能保險金。

被保險人因本次意外傷害事故所致之失能，如合併以前(含本保險契約訂立前)的失能，可領附表所列較嚴重項目的失能保險金者，本公司按較嚴重的項目給付失能保險金，但以前的失能，視同已給付失能保險金，應扣除之。

前項情形，若被保險人扣除以前的失能後得領取之保險金低於單獨請領之金額者，不適用合併之約定。

被保險人於本保險契約保障期間內因不同意外傷害事故申領失能保險金時，本公司累計給付金額最高以保險金額為限。

訂立本保險契約時，被保險人為未滿十五歲之未成年人者，則本公司給付之失能保險金，其金額依本保險契約所約定金額按附表所列之給付比例計算之。

訂立本保險契約時，被保險人為受監護宣告尚未撤銷者，則本公司給付之失能保險金將以喪葬費用保險金為給付比例之計算基準。

#### 6. 移靈費用保險金

被保險人於保障期間內遭受意外傷害事故致死亡者，本公司對受益人給付移靈費用，但最高以本保險單所載之保險金額為限。

#### 7. 保險金給付之限制

被保險人於本保險契約保障期間內因同一意外傷害事故致成失能後身故，並符合本保險契約約定之申領條件時，本公司之給付總金額合計最高以保險金額為限。

前項情形，受益人已受領失能保險金者，本公司僅就保險金額與已受領金額間之差額負給付責任。

被保險人於本保險契約保障期間內因不同意外傷害事故致成失能、身故時，受益人得依本保險契約約定分別申領保險金，不適用第一項之約定。

#### 8. 不保事項

被保險人直接因下列事由致成死亡、失能時，本公司不負給付保險金之責：

- (1) 被保險人的故意行為。
- (2) 被保險人的犯罪行為。
- (3) 被保險人飲酒後駕(騎)車，其吐氣或血液所含酒精成份超過當地道路交通法令規定標準者。
- (4) 被保險人受麻醉藥、大麻、鴉片、興奮劑、及類似物品之影響。
- (5) 戰爭、類似戰爭(不論宣戰與否)、敵人侵略、外敵行為、叛亂、內亂或其他類似之武裝變亂。但契約另有約定者，不在此限。
- (6) 因原子或核子能裝置所引起的爆炸、灼熱、輻射或污染。但契約另有約定者，不在此限。
- (7) 非以乘客身分搭乘航空器或非經當地政府登記許可之民用飛行客機者。但契約另有約定者不在此限。
- (8) 對於直接或間接因任何恐怖主義之行為或與其有關之行動，不論其是否有其他原因或事件同時或先後介入所致者。
- (9) 對於直接或間接為抑制、防止、鎮壓恐怖主義者之行為或與其有關之行動所致者。

前項所稱「恐怖主義者之行為」係指任何個人或團體，不論單獨或與任何組織、團體或政府機構共謀，運用武力、暴力、恐嚇、威脅或破壞等行為以遂其政治、宗教、信仰、意識型態或其他類似意圖之目的，包括企圖推翻、脅迫或影響任何政府，或致使民眾或特定群眾處於恐懼狀態。

#### 9. 保險金之申領

受益人申領保險金時應檢具下列文件：

- (1) 理賠申請書。
- (2) 被保險人以承保信用卡購買機票或團費之當月信用卡月結帳單正反面影本，需有持卡人姓名、卡號及旅行社之代收轉付收據影本(須載有買受人姓名)。
- (3) 交通運輸工具搭乘證明(例如：票根)及訂位紀錄證明影本(例如：電子機票收據影本)。
- (4) 出入境證明影本。
- (5) 請求身故或喪葬費用保險金者，另具相驗屍體證明書或死亡診斷書及被保險人除戶戶籍謄本。但必要時，本公司得要求提供意外傷害事故證明文件。
- (6) 請求失能保險金者，另具失能診斷書正本。但必要時本公司得要求提供意外傷害事故及失能證明文件。
- (7) 請求移靈費用保險金者，另具移靈費用之相關單據正本。
- (8) 受益人的身分證明影本。受益人申領「失能保險金」時，本公司得對被保險人的身體予以檢驗，必要時並得經受益人同意調閱被保險人之就醫相關資料，其費用由本公司負擔。
- (9) 申請持卡人配偶或子女之身故、失能、喪葬費用或移靈費用保險金時，應檢具身分證明文件影本。

受益人申領失能保險金時，本公司基於審核保險金之需要，得對被保險人的身體予以檢驗，另得徵詢其他醫師之醫學專業意見，並得經受益人同意調閱被保險人之就醫相關資料。因此所生之費用由本公司負擔。

#### 10. 受益人之指定

本保險之身故保險金、喪葬費用保險金及移靈費用保險金受益人為被保險人之法定繼承人，失能保險金受益人為被保險人本人。本公司不受理另行指定或變更。

本公司給付身故、喪葬費用、失能或移靈費用保險金時，以受益人直接申領者為限。

受益人故意致被保險人於死或雖未致死者，喪失其受益權。

前項情形，如因該受益人喪失受益權，而致無受益人受領保險金時，其保險金作為被保險人之遺產。

如有其他受益人者，喪失受益權之受益人原應得之部分，按其他受益人原約定比例分歸其他受益人。

※承保範圍依下表列舉項目為準

※Visa Debit 卡保險金額明細表:

保險金額 NT\$

信用卡旅遊不便保險		VD 卡(僅針對有開啟扣款功能使用者)
班機延誤費用	每人每次事故	7,000
	每卡每次事故	14,000
行李延誤費用	每人每次事故	7,000
	每卡每次事故	14,000
行李遺失費用	每人每次事故	20,000
	每卡每次事故	40,000
劫機補償(每日)		5,000
信用卡旅行平安保險		VD 卡(僅針對有開啟扣款功能使用者)
信用卡公共運輸工具期間旅行平安保險		4,500,000
移靈費用		30,000

※被保險人為未滿 15 足歲之未成年人，其失能保險金最高以新台幣貳佰萬元為限，其餘規定悉依保單條款內容辦理。

※對於同一意外傷害事故，若本公司已依信用卡公共運輸工具期間旅行平安保險賠付保險金時，信用卡海外全程旅行平安保險即不再另行賠付。

※附加條款：(1) 國泰產險傳染病除外不保附加條款、(2) 國泰產物國際裁判限制除外不保附加條款、(3) 國泰產物網路損失及電子資料除外不保附加條款。

※其他未盡事宜，悉依保險契約規定辦理。

保險公司:國泰世紀產物保險股份有限公司

客戶專線:0800-212-880

網址:www.cathay-ins.com.tw

備妥證明文件及單據，並填妥申請資料後，透過以下方式提供給國泰產險：

1. 申請方式：請以掛號方式郵寄至下列地址
2. 申請書郵寄地址：40341 台中市西區民權路 239 號 8 樓 B2 室 (國泰產險信用卡理賠中心收)

3.聯絡電話：0800-212-880 請撥打此專線 由國泰產險客服人員為您說明

## 柒、銀行電話理財服務規章

凡在 貴行開立存款帳戶之立約人，辦理預設帳戶及非預設帳戶 貴行之轉帳、國內跨行匯款、國外匯款等交易、預約指示轉帳及其他 貴行同意辦理之銀行電話理財服務，除 貴行另有規定外，均應適用本服務規章。惟有關未經 貴行開辦之銀行電話理財服務，貴行將另於網站公告該項服務之開啟；於 貴行通知開辦前，貴行將相關條款列載於本服務規章內並不表示 貴行有義務提供該項服務：

### 一、申請限制及前置手續

1. 立約人知悉一般聯名帳戶、不具有合法身份證字號或公司統一編號之個人戶、公司行號或團體所開立之存款戶、總資產(AUM) 新台幣參佰萬元以下之國際金融業務分行之帳戶(OBU)，尚無法申辦銀行電話理財服務。未成年人申請銀行電話理財服務需經全體法定代理人共同簽章同意。
2. 立約人需先填妥並簽署申請書或透過 貴行銀行電話理財服務中心申請( 惟得申請銀行電話理財服務之夫妻聯名戶、公司戶、國際金融業務分行(OBU)之帳戶以及未成年戶需親自至分行申請 )，並經 貴行核可後使用。

### 二、使用方式及範圍

1. 立約人於辦妥銀行電話理財密碼申請之手續後，立約人經由 貴行服務專線，依電話語音指示輸入立約人相關資料及銀行電話理財密碼後，即可使用 貴行銀行電話理財服務，服務項目及使用限制請詳本服務規章第十三條、銀行電話理財服務之服務項目及使用限制說明；國際金融業務分行之帳戶(OBU)尚無法使用銀行電話理財語音服務(IVR)。
2. 立約人於辦妥信用卡電話私人密碼申請之手續後，立約人經由 貴行服務 專線，依電話語音指示輸入立約人相關資料及信用卡電話私人密碼後，即可使用 貴行信用卡電話語音服務。

### 三、密碼

#### 1. 銀行電話理財密碼及信用卡電話私人密碼

- (1) 立約人於申辦銀行電話理財服務及/或信用卡電話語音服務時，應親至 貴行或透過銀行電話理財服務中心分別申請設定銀行電話理財密碼及/或信用卡電話私人密碼。立約人應親持身分證證明文件及印鑑至 貴行領取密碼單( 立約人得以簽名方式取代蓋用印鑑領取信用卡電話私人密碼單 )，如經 貴行同意，亦得以郵寄或其他適當方式送交密碼單。以郵寄方式送交密碼者，於 貴行依立約人留存之最後通訊地址發送，經通常郵遞期間，即視為送達。立約人對此發送方式致未收到密碼單而遭他人盜用所生之損失，應自行負全部之責任。立約人收受密碼單後，應利用電話語音服務系統變更密碼單預設之密碼，一經 貴行系統確認，新密碼立即生效。如立約人未於密碼單列印日起三十日內分別變更密碼單預設之銀行電話理財密碼及/或信用卡電話私人密碼，各該密碼將立即失效，立約人應親至 貴行或透過銀行電話理財服務中心或其他經 貴行同意之方式重新申請設定各該密碼。立約人如係透過電話語音服務系統設定密碼，於首次進入電話語音服務系統時無需變更密碼。
- (2) 立約人同意基於安全考量，於立約人使用銀行電話理財密碼及/或信用卡電話私人密碼輸入錯誤達一定次數或因遺失密碼等其他原因致需重設密碼時，貴行得分別暫停立約人之銀行電話理財服務及/或信用卡電話語音服務，立約人需至 貴行或透過銀行電話理財服務中心或其他經 貴行同意之方式辦理密碼重設手續。得透過銀行電話理財服務中心或其他經 貴行指定之方式重設銀行電話理財密碼者僅限於非聯名帳戶、非公司帳戶、及非未成年帳戶，並且立約人之帳戶未設定：(1)非約定轉帳功能；(2)貴行第三人約定轉入帳號；(3)他行轉入帳戶；或(4)網銀小額非約定轉帳功能。
- (3) 立約人應全權負責對銀行電話理財密碼及/或信用卡電話私人密碼之嚴格保密，不得使第三人得知或使用，如有違反，立約人應自負一切風險及責任。

#### 2. 簡訊密碼

- (1) 本服務規章之「簡訊密碼(SMS OTP：Short Message Service One Time Password)」係指，立約人使用特定的電話銀行理財服務時，系統將發送一組「簡訊密碼」至立約人所約定之一組行動電話號碼，確保語音交易之安全性(每次傳送之簡訊密碼為亂數產生，且僅當次有效)，有關簡訊密碼之交易機制，以 貴行電話語音服務所公告之規定為準。簡訊密碼此項服務之提供與發送，以 貴行簡訊廠商與各電信業者簽定的服務範圍(如國際漫遊協議等)為限。個人網路銀行暨行動銀行簡訊密碼之鎖定應以立約人之銀行電話理財密碼併同簡訊密碼始得解除。
- (2) 立約人於使用電話銀行理財服務時，未持有銀行電話理財密碼者，得透過簡訊密碼進行銀行帳戶之帳務查詢；已持有銀行電話理財密碼但密碼遭鎖定或遺失者，得透過簡訊密碼進行銀行帳戶之帳務查詢、約定轉帳、非約定帳務交易、個人資料設定或個人網路銀行暨行動銀行簡訊密碼解鎖；已持有 貴行信用卡者，得透過簡訊密碼進行信用卡帳務查詢及於約定預借現金轉入帳號後以簡訊密碼預借現金。
- (3) 若立約人未於 貴行留存行動電話號碼，則無法透過簡訊密碼使用電話銀行理財服務。
- (4) 立約人對於約定接收簡訊密碼之行動電話及其行動電話號碼之 SIM 卡之軟硬體及相關文件，應負保管之責，未妥善保管而發生遺失、毀損、滅失或盜用所致之損失，由立約人自行負責，貴行不負任何賠償責任。
- (5) 立約人輸入簡訊密碼連續錯誤次數達三次時，則無法以簡訊密碼使用電話銀行理財服務，惟簡訊密碼鎖定，並不影響立約人以銀行電話理財密碼及/或信用卡電話私人密碼使用電話銀行理財服務。立約人如擬恢復使用簡訊密碼，應致電 貴行電話銀行理財服務中心完成簡訊密碼解鎖手續。

### 四、操作轉帳/交易作業之限制

1. 申請銀行電話理財服務時，立約人於 貴行之所有台、外幣活存帳戶將自動設定為約定轉帳帳號(指轉出帳號及轉入帳號)，惟聯名帳戶(夫妻聯名帳戶限取款印鑑樣式為貳式憑貳式)除外。
2. 辦理「銀行電話理財服務」業務之新約定轉帳帳號者，該約定帳號將於申辦日之次一至二個日曆日生效。
3. 貴行匯款/轉帳服務(以 貴行當時已開辦者為限)可提供立約人以銀行電話理財服務系統指示 貴行
  - (1) 逕將其名下之新台幣帳戶存款匯款至國內他行或轉帳至 貴行之他人或本人之新台幣帳戶( 但透過銀行電話理財服務中心申請銀行電話理財服務者，需先親至 貴行辦理預設帳戶事宜，否則僅得將其名下之新台幣帳戶存款轉帳至 貴行之本人新台幣帳戶 )，
  - (2) 逕為其於 貴行開立之新台幣活存帳戶及外幣存款帳戶間之轉帳，
  - (3) 逕為其於 貴行開立之不同幣別外幣存款帳戶之轉帳，及/或
  - (4) 逕為其於 貴行開立之外幣存款帳戶匯款至預設之相同幣別國外匯款帳戶( 但透過銀行電話理財服務中心申請銀行電話理財服務者，需先親至貴行辦理預設帳戶事宜，始得使用本功能 )。
4. (1) 台幣約定轉出及轉入帳戶非屬同一存戶時(台幣自行與台幣跨行轉帳金額為合併計算)，每一轉出帳戶單筆轉帳最高限額為新台幣貳佰萬元，當日累積轉帳最高限額為新台幣參佰萬元，銀行電話理財服務另行約定轉帳金額者，則以另行約定之轉出為準。外幣約定轉出及轉入帳戶非屬同一存戶時(外幣自行與外幣匯款轉帳金額為合併計算)，每次轉帳金額不得超過等值新台幣參佰萬元之外幣，當日轉帳總金額不得超過等值新台幣壹仟萬元之外幣。
  - (2) 透過電話語音辦理台外幣間換匯交易或外幣間換匯交易，每筆交易金額不得低於等值新台幣 500 元，且當日交易以伍拾筆為限(台外幣間換匯及外幣間換匯交易筆數合併計算)；台外幣間換匯交易，每人每日累積轉帳金額(與臨櫃及其他自動化交易通路之交易金額合併計算) 以未滿新台幣 50 萬元(不含)或其等值外幣為限；
  - (3) 就立約人在 貴行其本人帳戶間之轉帳，貴行現不設任何轉帳金額限制。
  - (4) 經 貴行同意，立約人使用銀行電話理財服務執行非約定小額轉帳交易，應親至 貴行以書面申請為之，除立約人申請時另有約定外，轉帳限制規定如下：

- A. 繳交 貴行本人貸款。
- B. 繳交 貴行本人/他人信用卡款。
- C. 繳交 貴行本人/他人電信用。

台幣非約定小額轉帳交易，每一轉出帳戶單筆轉帳最高限額為新台幣 5 萬元，當日累積轉帳最高限額為新台幣 10 萬元，當月累積轉帳最高限額為新台幣 20 萬元。(上述 a) 款之繳交 貴行本人貸款及 b) 款之繳交 貴行本人信用卡款不受非約定小額轉帳之限額規定)

**(5) 貴行得隨時調整或設定上述每筆、每日匯款/轉帳金額上限，並將通知立約人或公告於營業場所，立約人亦可經由銀行電話理財服務專線查詢。**

5. 立約人得使用銀行電話理財服務辦理無實體之各項定期性存款服務，貴行不另發給存單，立約人可於轉帳交易完成後，隨時利用 貴行銀行電話理財服務查詢或申請交易記錄。立約人之定期性存款到期時，將依立約人於定期存款開立時之指示，到期續存或到期轉入立約人之活期/活儲存款帳戶。如立約人指示到期轉入活期/活儲存款帳戶者，而立約人欲續存時，則立約人應自行再由活期/活儲存款帳戶轉存。本項定期性存款，可於電話或營業櫃檯辦理解約手續，於營業櫃檯辦理解約者，應依 貴行相關規定視立約人與 貴行往來之帳戶類型及憑該等帳戶類型所約定之往來印鑑辦理。
6. ALMA 及綜合存款帳戶執行活期存款轉定期存款所產生的無單摺定期性存款，因具有質借與透支功能，於辦理中途解約時如有下列情事之一者，貴行有權得拒絕立約人中途解約之申請：(1)立約人使用質借服務；(2)立約人已透支金額大於透支額度；(3)立約人發生違約情事 (4)其他因法令規定、法院或其他有權機關之命令或處分而不得解約之事由。
7. 立約人可使用銀行電話理財服務進行信託投資交易，扣款方式依立約人執行該交易時，依 貴行系統所提供之功能，自行訂定之。另立約人使用此服務時，需有信託帳戶方可於銀行電話理財服務進行信託投資交易。使用 貴行本人信用卡帳戶扣款投資小額信託基金時，信用卡需於扣款日前二個營業日開卡或變更設定完成，始可執行扣款作業。
8. 貴行於收到正確之電話理財密碼並核對 貴行要求之相關資料無誤後(就預設帳戶匯款/轉帳交易，立約人並應提供與申請書內相同之資料)，逕予辦理各項匯款、轉帳或其他交易指示；透過銀行電話理財服務之各項台幣匯款、轉帳或其他交易，立約人可隨時利用 貴行銀行電話理財服務查詢或申請交易記錄。立約人欲變更預設帳戶時，應親至 貴行以書面申請為之。貴行為執行立約人指示之轉帳而需將款項自一種貨幣兌換成另一種貨幣時，應依執行交易指示時 貴行即期買入或賣出該貨幣之匯率或立約人與 貴行議定之匯率計算。
9. 國內跨行匯款或國外匯款交易之指示；需配合財金股份有限公司及其他金融機構之營業時間處理。
10. 貴行收到立約人明確轉帳指示後，貴行於特定時間內完成轉帳交易，若有資料不符或轉出帳戶有存款不足支付匯款/轉帳數額及手續費之情形，或 貴行對該項轉帳指示有任何疑問時，貴行有權不執行該筆轉帳指示，立約人絕無異議。
11. 立約人得透過 貴行銀行電話理財服務系統為預約轉帳之指示(即以將來 某一銀行營業日為轉帳之生效日，且該生效日為預約後之一定期間為限，貴行將另行通知該一定期間)；立約人得隨時於該生效日之前一日取消指示。若 貴行未於前述時間前接到立約人為取消之指示，貴行得毋需另與立約人確認，即於該生效日逕執行該預約之轉帳指示。但若有資料不符或於約定轉帳生效日之轉出帳戶有存款不足之情形，或 貴行對該項預約轉帳指示有任何疑問時，貴行有權不於該生效日執行該筆預約轉帳指示，立約人絕無異議。

**五、立約人瞭解並同意：**

1. 對立約人依銀行電話理財服務指示之匯款/轉帳，貴行有權自行決定是否受理，但若拒絕執行，貴行將立即通知立約人；
2. 如立約人未能遵守 貴行有關從事該等匯款/轉帳交易之任何規定時，貴行得不需通知立即終止對立約人提供該項服務；
3. 貴行保留於通知立約人或以顯著方式於營業場所公開揭示後，隨時增加銀行電話理財服務項目或停止提供全部或一部本服務之權利。
4. 立約人即使透過銀行電話理財服務完成交易，除 貴行另有約定外，仍應於交易後交付相關交易所需之一切文件正本或影本予 貴行(視 貴行之需要而定)，如立約人無法提供該等文件，貴行有權取消該交易，立約人並應自行負擔一切可能風險及損失。

**六、匯兌**

如立約人辦理之銀行電話理財服務項目涉及外匯兌換時，貴行依上述第四條第 8 項辦理時，匯兌之風險由立約人自行負擔，涉及外匯結售/購之交易以不超過當時中央銀行規定無需申報之最高金額為限。立約人並授權 貴行代其依法處理相關匯兌交易申報；立約人應遵守有關外匯法令並同意簽署及提供相關文件以符合法令規定。

**七、手續費**

立約人瞭解並同意經由銀行電話理財服務完成之轉帳/匯款交易，應支付 貴行規定之轉帳/匯款手續費予 貴行；立約人同意並授權 貴行得自立約人之帳戶中直接扣除該手續費。手續費金額由 貴行公告之，調整時亦同。

**八、政府規定**

貴行將於接獲以正確之銀行電話理財密碼、信用卡電話私人密碼及/或簡訊密碼證明之指示後，提供各該銀行電話理財服務及/或信用卡電話語音服務，但倘 貴行認為其提供服務會使 貴行違反法令或主管機關政策時，即無提供該等服務之義務。

**九、責任及義務**

1. 貴行得接受並執行其收到並經以正確銀行電話理財密碼及/或信用卡電話私人密碼證明及/或簡訊密碼之指示；但 貴行有權(但無義務)於其認為必要時對各該銀行電話理財服務及/或信用卡電話語音服務指示為進一步確認，直到 貴行 滿意為止，且 貴行若依合理判斷懷疑電話提示之真實性或正確性，仍得不執行該指示，如因此導致之損失，貴行將不負任何責任。
2. 就以銀行電話理財密碼及/或信用卡電話私人密碼及/或簡訊密碼所申請之銀行電話理財 服務及/或信用卡電話語音服務，不論是否為立約人所知悉或授權，貴行 有權認定憑正確之各該密碼所為之指示係由立約人或經其授權之人所為。貴行得執行該等指示，而不需對各該密碼是否由立約人本人或經其授權之人使用負任何責任，且立約人應對該等指示承擔一切責任。倘因他人詐欺或未經授權而使用密碼所導致立約人之損失，貴行亦不負任何責任。
3. 就立約人本人或其授權人或表明為立約人本人或其授權人之第三人透過使用本銀行電話理財服務所為之所有指示，如因此致 貴行受有任何法律訴訟、請求、損失、損害、或需負擔任何義務、責任或因此需支出任何成本或費用者，立約人同意向 貴行負一切損害賠償責任，但前述損失如係 貴行或其職員之故意或過重大過失所致者則不在此限。
4. 除因可歸責於 貴行之事由所致者外，貴行對因電腦、電信線路故障或第三人之行為或疏漏所致之錯誤或延誤，或對任何服務行為或第三人之行為或疏漏所致之錯誤或延誤，或對任何服務行為所生之直接、間接或其他損失均不負任何責任。
5. 若因電腦系統暫停而無法辦理或其他交易，立約人必需親自至 貴行各分行或其他經約定之方式辦理所需之交易。
6. 本服務項目之提供時間有需配合財金資訊股份有限公司及 / 或其他金融機構之營業時間者，如因而無法提供服務致立約人之損失，貴行不負任何責任。
7. 貴行所有有關該項服務之記錄(如：交易之方式、幣別、金額及申請時間、日期及處理情形)，對立約人之相關帳戶均有最終及確定之拘束力。
8. 立約人瞭解及同意於立約人使用銀行電話理財服務中心專人服務時，貴行得電話錄音立約人所有電話談話，並得將該項錄音提交法院及其他有關機構作為有關糾紛之證據。
9. 立約人利用銀行電話理財服務所進行之各項交易依通訊交易解除權合理例外情事適用準則第二條第五款之規定，排除消費者保護法第十九條第一項解除權之適用。

**十、其他適用規定**

本服務規章未規定之其他銀行理財或其他事項，悉依 貴行一般存款約定條款規定及相關銀行實務辦理。

## 十一、通知

貴行於所有之服務內容暨項目之啟用、變更、終止，將另行通知立約人其生效日期。

十二、聯名戶之申請方式請參考本總約定書之聯名帳戶特別約定事項辦理之。

十三、以下為銀行電話理財服務之服務項目及使用限制說明

## (一) 銀行電話理財語音服務(IVR)

功能	交易種類	服務時間
掛失服務	所有功能	24小時服務
銀行帳戶之帳務查詢或傳真	所有功能	24小時服務
索取郵寄資料	所有功能	24小時服務
電子月結單申請	所有功能	24小時服務
轉帳/匯款服務	台幣自行轉帳	24小時服務
	台幣跨行轉帳	24小時服務(15:28-15:31暫停交易)
	繳交渣打銀行貸款	24小時服務
	外幣自行轉帳(同幣別)	銀行營業日:09:00~17:00
換匯交易	外幣間換匯交易	銀行營業日:09:00~18:00
貸款服務	所有功能	24小時服務
定存服務	台幣活存轉定存	銀行營業日:00:00~15:30
	中途解約(台幣)	
	外幣活存轉定存	銀行營業日:09:00~15:30
	中途解約(外幣)	
密碼相關服務	所有功能	24小時服務
預約請領支票本	所有功能	24小時服務
VISA金融卡開卡	所有功能	24小時服務
個人網路銀行暨行動銀行簡訊密碼解鎖	所有功能	24小時服務
信託投資	查詢服務、資料傳真索取	24小時服務
	基金贖回	24小時服務(暫停服務:境內基金-銀行營業日15:30~16:00;境外基金-銀行營業日15:30~16:00,於非本行營業時間09:00~15:30進行之交易,將於次一營業日進行處理。)
信用卡服務	所有功能	24小時服務

## (二) 銀行電話理財專人服務

功能	交易種類	服務時間
掛失服務	所有功能	24小時服務
銀行帳戶之帳務查詢或傳真	所有功能	24小時服務
索取郵寄資料	所有功能	24小時服務
電子月結單申請	所有功能	24小時服務
貸款服務	所有功能	24小時服務
密碼相關服務	所有功能	24小時服務
預約請領支票本	所有功能	24小時服務
VISA金融卡開卡	所有功能	24小時服務
個人網路銀行暨行動銀行簡訊密碼解鎖	所有功能	24小時服務
信用卡服務	所有功能	24小時服務
轉帳/匯款服務	台幣自行轉帳 (限優先理財貴賓)	24小時服務
	台幣跨行轉帳 (限優先理財貴賓)	24小時服務(15:28-15:31暫停交易)
	繳交渣打銀行貸款 (限優先理財貴賓)	24小時服務
	繳交渣打銀行信用卡款 (限優先理財貴賓)	24小時服務

	繳交電信費用 (限優先理財貴賓)	24 小時服務
	外幣匯款 (限優先理財貴賓及OBU帳戶)	銀行營業日:09:00~15:30
	外幣自行轉帳(同幣別) (限優先理財貴賓及OBU帳戶)	銀行營業日:09:00~17:00
換匯交易	台幣間換匯交易 (限優先理財貴賓)	銀行營業日:09:00~15:30
	外幣間換匯交易 (限優先理財貴賓及OBU帳戶)	銀行營業日:09:00~18:00
	外幣留單委託 (限優先理財貴賓及OBU帳戶)	銀行營業日:09:00~18:00
定存服務	台幣活存轉定存 (限優先理財貴賓)	銀行營業日:00:00~15:30
	中途解約(台幣) (限優先理財貴賓)	
	自動續存約定/取消(台幣) (限優先理財貴賓)	24小時服務
	外幣活存轉定存 (限優先理財貴賓及OBU帳戶)	銀行營業日:09:00~15:30
	中途解約(外幣) (限優先理財貴賓及OBU帳戶)	
	自動續存約定/取消(外幣) (限優先理財貴賓及OBU帳戶)	
信託投資	查詢服務、資料傳真索取 (限優先理財貴賓及OBU帳戶)	24小時服務
	基金申購/轉換 (限優先理財貴賓及OBU帳戶)	※ 銀行營業日：09:00~15:30 及16:00~18:00 暫停服務時間：15:30~16:00；於銀行營業日 16:00~18:00提出申請之交易，將於次一銀行營業日處理 ※ 國內貨幣型基金申購/轉換服務時間為銀行營業日： 09:00~10:20及11:00~18:00 暫停服務時間：10:20~11:00及15:30~16:00；於銀行營 業日11:00~15:30及16:00~18:00 提出申請之交易將於次 一銀行營業日處理
	基金贖回 (限優先理財貴賓及OBU帳戶)	24小時服務 ( 暫停服務：境內基金-銀行營業日 15:30~16:00；境外基金-銀行營業日15:30~16:00，於非 本行營業時間09:00~15:30進行之交易，將於次一營業日 進行處理。 )
	基金投資內容變更 (限優先理財貴賓及OBU帳戶)	※ 銀行營業日：09:00~15:30及16:00~18:00 暫停服務時間為：15:30~16:00；於銀行營業日 16:00~18:00提出申請之交易，將於次一銀行營業日處理
	外國指數股票型基金(ETF) 與外國股票交易 (限優先理財貴賓及OBU帳戶)	∅ 歐洲/美國交易市場：銀行營業日：09:00~24:00 ∅ 其他交易市場：銀行營業日：09:00~15:30
	外國債券交易 (限優先理財貴賓及OBU帳戶)	銀行營業日: 09:00~15:30

## 注意事項：

1. 如有特定因素或因應系統維護而需暫停服務，將於本行官網進行公告。
2. 優先理財貴賓需符合本行官網公告之「優先理財貴賓認定標準」。

## II、信託帳戶約定事項

### 信託前言

於法令允許之範圍內並依 貴行之規定，立約人得親至 貴行或以其他 貴行同意之方式，指示 貴行將立約人所開立之信託帳戶開始啟用，立約人之信託帳戶於 貴行接獲立約人開啟動用之指示時，得即刻啟動利用。

立約人瞭解並同意於實際申購信託商品前，應遵守法規之要求且應具有符合法規要求之投資適合度分析，分析結果不適合立約人購買之信託商品，貴行得拒絕立約人交易。立約人並同意遵守本約定事項。

本約定事項及信託業務相關規定業已提供立約人合理審閱期間，立約人申請辦理信託業務前，須審慎詳閱本信託帳戶約定事項，包括但不限於 貴行之特定金錢信託資金投資國內外有價證券作業規則等信託業務相關規定。

### 壹、各信託共通適用條款 ( 特定金錢信託投資國內外有價證券信託契約 )

#### 一、委託人、受託人及受益人

1. 本信託之受益人及委託人均為立約人本人，由委託人享有本契約項下全部信託利益。立約人之姓名及住所係以相關開戶申請書之記載為準。
2. 本信託之受託人為 貴行，登記地址為台北市中山區遼寧街 177 號 1 樓、179 號 4 樓及 18 樓，其分支機構營業地址或聯絡電話等資訊已公佈在受託人網站之服務據點頁面供參。
3. 前項受益人，除法令另有規定外，應得受託人之同意且依受託人之規定方式始得變更。

#### 二、權利轉讓及設質之禁止

委託人/受益人因各該信託契約所生權利義務，除因繼承、受益人之無償讓與、依法所為之拍賣或每一受益人僅將其受益權全部讓與一人，法令另有規定或經受託人書面同意外，不得轉讓或設質予第三人。此外，受益權之轉讓應符合下列規定(但法令另有規定者，不在此限)：

1. 受益權之受讓人需為專業投資人。
2. 受益人分割讓與後之每一受益人所持有之受益權，其表彰之單位金額不得低於新臺幣一千萬元，且受益人總數合計不得逾三十五人。
3. 受益人應於轉讓其受益權前，提供受讓人之身分資料、轉讓之受益權單位數及轉讓契約等相關資料予受託人，經受託人同意其轉讓後，受益人始得轉讓其受益權。

#### 三、信託印鑑留存及掛失止付

1. 委託人應依受託人之規定方式，辦理信託印鑑留存相關手續，以作為與受託人間信託業務往來之依據。惟透過網路/電話銀行交易，於營業櫃檯辦理贖回者，若已辦理受託人單一印鑑卡，於受託人任一分行辦理贖回，以該印鑑樣式為之；若未辦理受託人單一印鑑卡之客戶，若於受理分行已留存信託印鑑者，則以原信託印鑑為之，若於受理分行並未留存信託印鑑者，應以約定基金贖回入帳帳號之留存開戶簽章式樣辦理贖回之作業。
2. 信託印鑑或持有信託憑證者如有遺失、被盜或滅失情事，委託人應即向受託人辦理掛失止付手續，但在受託人接受書面申請前如已結清付款或被他人冒領，受託人不負任何責任。

#### 四、個人資料之使用及委外

1. 就民國 99 年 5 月 26 日修正公布之個人資料保護法條文施行前(即民國 101 年 9 月 30 日(含)之前)開立信託帳戶之委託人：
  - (1) 受託人得為以下各項目的，而為蒐集、電腦處理、利用並准許下列第三人在下述所列各目的範圍內，將委託人/受益人之個人資料及往來交易資料揭露予受託人其他部門、或受託人母行、其國內外分行或子行、關係企業及受託人或母行委託或合作之第三人。
    - A. 處理信託業務必要範圍以及為行政、管理、資料管理、研究分析及共同行銷之目的。
    - B. 提供予財團法人金融聯合徵信中心或其他類似機構，或與委託人/受益人往來之金融機構，為各項合於其營業登記項目或章程所訂業務需要等特定目的之利用(包括提供資料予其他第三人)。
    - C. 一般金融同業徵信、財務資訊交換之目的。
    - D. 對持有委託人/受益人所簽發支票持票人之查詢。
    - E. 提供受託人之產品及服務。
    - F. 准予第三人、提供其產品及服務予委託人/受益人。
    - G. 受託人依法委託第三人處理事務，於該第三人受任事務之範圍內。
    - H. 其他法令所准許之各項目的。
  - (2) 受託人得將委託人/受益人與其往來之資料提供 / 揭露予下列之人或機關：
    - A. 主管機關、司法單位或其他有權限之政府機構。
    - B. 受託人依法委任處理事務之人。
  - (3) 委託人茲同意受託人得將委託人與受託人往來交易處理事項之一部或全部，包括但不限於行銷、稅務行政、電信、電腦系統作業、資料登錄、處理、輸出、後勤作業、文件掃描作業、資料輸入、表單列印、裝封、交付郵寄、轉匯、存、付款、交換、徵信、催收等各項與受託人處理交易及作業有關之事項，委由第三人代為處理，並同意受託人得將委託人之各項往來資料，於處理必要範圍內提供予受託人委任處理事務之第三人。
2. 就民國 99 年 5 月 26 日修正公布之個人資料保護法條文施行後(即民國 101 年 10 月 1 日(含)之後)開立信託帳戶之委託人：
  - (1) 就委託人/受益人個人資料之蒐集、處理、利用及國際傳遞，悉依個人資料保護法相關規定及受託人之「個人資料蒐集、處理、利用告知事項」辦理。

#### 五、保密義務

受託人對於委託人/受益人就各信託所涉及之各項往來、交易資料，除另有約定或法令另有規定外，應予保密。

#### 六、信託關係消滅時信託財產之歸屬及交付方式

各信託關係消滅時，受託人應將信託財產返還各信託歸屬權利人，並就信託財產之管理運用作成結算書及報告書，取得各該信託歸屬權利人之承認。

#### 七、準據法及管轄法院

1. 各該信託契約所生之爭議，雙方同意依中華民國信託商業同業公會所規定之業務紛爭調處辦法處理之。
2. 各該信託契約均應適用中華民國法令。如涉訟時，雙方當事人同意以台灣台北地方法院或與委託人有業務往來的受託人分行所在地之法院為第一審管轄法院，但法律有專屬管轄規定者，從其規定，亦不得排除消費者保護法第四十七條或民事訴訟法第四百三十六條之九小額訴訟管轄法院之適用。
3. 各該信託契約如有未盡事宜，悉依中華民國法令、受託人開戶總約書其他各約定事項、金融市場慣例辦理。

#### 八、稅賦

委託人/受益人辦理各該信託業務之稅務處理，悉依中華民國稅法及相關法令規定辦理，但相關法令如有修正，依修正後之規定辦理。若有涉及以外幣計價須折算新台幣之情形者，應按中華民國稅法及相關法令規定或依受託人規定辦理。

#### 九、其他特別約定

1. 委託人/受益人並同意倘委託人其未能履行依本約定書對受託人之任何義務，受託人有權逕對委託人/受益人於受託人之任何帳戶、存款或資產為凍結，並扣抵與委託人/受益人所負債務同額之款項，以之償付委託人對受託人之債務。
2. 除受託人另有規定外，受託人得訂定或修正各該信託業務之相關作業規則，並置於受託人營業處所或網站等，委託人/受益人並同意遵守之。
3. 各信託契約有關金融機構營業日及營業時間範圍，不包括受託人於星期例假日對外開放營業在內。
4. 關於信託財產之全部或一部返還，委託人/受益人應配合受託人其所定相關規定及方式辦理之。

5. 除本約定書另有約定外，委託人同意任何信託投資之交易指示必須由委託人本人親自為之，並應妥善保管及保密存單、存摺、原留印鑑、密碼、金融卡、蓋妥原留印鑑之空白取款憑條 / 交易指示書 / 商品申購書等交易單據，不得將之交付或揭露予受託人之行員或任何第三人。如受託人依善良管理人之注意義務進行身分驗證後認定交易指示係由委託人或委託人之合法被授權人所為，受託人據此所為之交易應對委託人員拘束力。
6. 委託人同意如嗣後成為外國公民時，應立即通知受託人，並按受託人要求出具或提供所需證明及/或文件。委託人如未盡上述義務致受託人遭受或支付任何費用、損失、罰款及其他類似費用，委託人同意向受託人負一切損害賠償責任。
- 十、 紛爭處理及申訴管道  
同本約定書「I、開戶約定事項」之「壹、一般約定事項」第二十四條之規定。

## 貳、特定金錢信託投資國內外有價證券信託契約

### 一、 信託目的

本信託目的係委託人將其信託資金信託予受託人，由受託人就該信託資金為受益人之利益及依委託人所為具體特定之運用指示，運用信託資金投資於主管機關核准之國內、外基金/發行機構發行之受益憑證或股票、有價證券、債券、指數股票型基金(ETF)或其他投資標的(以下統稱「國內外有價證券」)，並為信託財產之管理及處分。

### 二、 信託資金之投資範圍及信託財產之種類、名稱、數量及價額

1. 委託人之信託資金得投資於委託人指定之國內外有價證券，但以經主管機關核備且受託人選定得受理投資之有價證券為限。
2. 委託人所交付信託財產其種類、名稱、數量及價額，依受託人之信託資金交易指示書或其他約定方式所載，且以受託人同意受託投資者為限。
3. 前項信託財產之種類、名稱、數量及價額，應符合受託人辦理特定金錢信託投資國內外有價證券相關規定及受託人有關最低額度、幣別等之規定。

### 三、 信託存續期間及契約效力

本信託期限為不定期，但受託人及委託人皆得隨時依本約定事項第十一條之規定終止雙方之信託關係。

### 四、 信託財產管理及運用方法

1. 受託人就本信託財產不具運用決定權，該運用決定權屬於委託人所有。受託人係依據委託人之運用指示，以受託人名義代委託人與交易相對人進行投資交易。本信託屬特定單獨管理運用之金錢信託。
2. 委託人不得為違反法令之運用指示，除委託人之指示違法或不當外，受託人應依信託本旨及委託人之運用指示管理及處分本信託財產。委託人就信託資金之交易指示，應依受託人所訂定之「特定金錢信託投資國內外有價證券作業規則」辦理。
3. 受託人依本信託目的及委託人之運用指示，有權辦理委託人指示投資標的之買賣、交割、結匯及其他與運用本信託資金有關之行為及處分本信託財產，受託人並有全權代委託人參與投資標的本身有關之各項權利義務之行使(包括但不限於出席股東會或基金受益人大會行使表決權或其他股東或基金受益人權益之行使)。
4. 受託人不發給委託人信託憑證，惟受託人將委託人之信託資金投資於委託人指定之國內外有價證券，並將實際購得之國內外有價證券的受益權單位數淨值，以書面通知委託人。受託人出具予委託人之書面通知僅係受託人收訖該筆信託資金及投資標的之證明，並非表彰委託人實際信託金額或其實際投資內容或其投資國內外有價證券之價值或其他權利之憑證。
5. 委託人/受益人與受託人應共同遵守本項信託業務或投資運用標的本身之相關規定及其適用之法令。如該運用標的為國內外共同基金時，其基金公司所訂之投資相關規定包括申購、買回、轉換等之價格、時間、方式、淨值計算、收益分配、費用負擔、每一投資單位或受益權單位資產淨值、有關費用之計算方式及其他有關基金營運上之相關或其他任何事宜等，雙方亦應遵守，且委託人/受益人亦同意依受託人之內部規定或程序辦理之。如基金公司、交易相對人、保管機構或其他相關機構規定不得轉換時，亦應依其規定辦理。前述規定，於運用標的為其他金融商品有類似之情形者，得類推適用之。
6. 受託人就信託資金於撥付投資標的交易相對人對象所指定帳戶前，或於解除、終止本契約、投資標的清算或有其他應交付款項之情形而返還交付予委託人/受益人之期間，扣除信託及其他相關費用(包括但不限於信託管理費)後逕撥入委託人指定帳戶或依本約定事項第十二條規定交付者，委託人/受益人不得向受託人要求給付利息。
7. 於法令許可範圍內，委託人茲特別同意委託人委交之信託資金其投資於委託人指定之國內外有價證券前及依委託人指示贖回國內外有價證券後之信託基金以及因任何原因以金錢形式存在之信託資產，皆得存放於受託人或他人處作為存款。
8. 受託人應盡善良管理人之注意義務，但不擔保委託人投資必定成交，若申購無法順利成交時，委託人同意受託人得以無息退還委託人原始信託金額及手續費；若贖回及轉換無法順利成交時，委託人同意受託人得以下一個營業日或可進行交易日進行贖回及轉換交易。委託人並同意受託人無須就無法順利成交所致之任何損失負賠償責任，包括因任何原因致交易被拒絕或延誤接受申購/贖回/轉換指示而導致委託人失去投資機會。

### 五、 信託資金運用、變更及異動之指示

1. 委託人所交付之信託資金，應以投資或運用標的所規定或經受託人同意接受之幣別為之。又，就信託本金及收益之返還，應與委託人所交付信託資金為同一種幣別或受託人所指定之幣別為之。但法令另有規定者，不在此限。另，受託人所同意收付之幣別或法令所規定收付之幣別與投資標的規定幣別不同時，其不同幣別間之匯兌交易，委託人同意授權由受託人全權處理。
2. 委託人以特定金錢信託投資國內外有價證券時，同意得以於受託人所開立之任一(包括但不限於)存款帳戶，約定作為委託人特定金錢信託投資國內外有價證券相關款項及費用之自動轉帳扣款帳戶，但委託人須於當次金錢信託投資交易指示中指定扣款帳號。委託人並同意以下條款：
  - (1) 前述指示扣款帳戶之存款印鑑，如遇有變更、遺失、被盜或滅失情事，應即向受託人辦理相關手續，在未辦妥前，對於所扣繳之一切款項，委託人完全承認，絕無異議。
  - (2) 在前述款項扣繳後，儘速將存摺於受託人處補登，在未辦妥補登前，對於所扣繳之一切款項，委託人完全承認，絕無異議。
  - (3) 指定扣款帳戶之餘額，如不足約定扣款金額，或因其他不可歸責於受託人之事由，致延誤扣款而招致損失時，其所有責任由委託人自行負責。
3. 委託人應指定其本人開立於受託人處之(新台幣/外幣)活期(儲)存款帳戶或以信用卡扣帳方式(信託卡扣款限以小額方式信託投資)，供作信託資金及相關費用之收付。委託人並同意若指定之信用卡有額度不足、資料錯誤、停用或其他不可歸責於委託人之情事，致扣繳不成功時，視為該次不委託，委託人不得異議。
4. 委託人就信託資金包括但不限於資金之運用、投資數額、投資標的、扣款帳戶、扣款日期之變更、停止(恢復)扣款、委託人之個人登錄資料、留存印鑑及其他項目之異動指示，應以受託人規定之方式為之，且至遲應於指定投資扣款日之一個金融機構營業日前，向受託人辦妥異動手續後始為生效。
5. 針對委託人所為之指示，受託人將為必要之身分核對。受託人依善良管理人之注意義務查核認定應是委託人所為之指示者，縱使該等指示係他人假冒委託人之名所為或未經委託人授權所為者，受託人依該指示所為之交易即對委託人員拘束力。如經受託人同意得由委託人授權他人(該他人以下稱為「被授權人」)辦理時，應依受託人之規定辦理。委託人並同意以下條款：
  - (1) 就被授權人所辦理之授權相關事項，應完全配合受託人就該等事項所為之相關規定及程序，且均視為依委託人/受益人指示辦理，對委託人/受益人有完全之拘束力。倘因授權相關事宜致生委託人/受益人任何損害或糾紛者，概由委託人/受益人自行負責。
  - (2) 若受託人因授權相關事宜產生爭議而遭受任何損失，委託人/受益人與被授權人應負連帶責任，向受託人為賠償或補償。
  - (3) 委託人/受益人亦瞭解，被授權人代委託人/受益人辦理之信託商品、外幣結構型帳戶或其他商品，其若與委託人/受益人於受託人留存之個人投資適合度分析結果之適合商品類別不一致時，受託人有權婉拒該項交易，且不論受託人是否接受該筆交易，委託人/受益人皆同意自行承受因交易或未交易所致之風險。
  - (4) 受託人為保障委託人/受益人之權益，如對委託事項有任何疑慮者，得隨時(但並無義務)與委託人/受益人確認。未獲確認前，受託人得拒絕辦理相關事項。

- (5) 委託人與被授權人間任何之爭執，概與受託人無涉，亦不得以之對抗受託人。委託人瞭解並同意，如因被授權人拒絕配合受託人相關規定，或受託人就辦理授權事項或其內容有任何疑慮者，受託人得拒絕被授權人辦理任何事項，且概不負責。
6. 如受託人認為委託人之指示有不明確或有違法令之情事或有違相關特定金錢信託資金投資國內外有價證券作業規則者，受託人得拒絕執行委託人所為之指示，受託人將該未予執行之情事儘速通知委託人。
7. 倘受託人接獲運用標的有關增(減)資、清算、變更(包括名稱、計價幣別、計價方式、投資數額等)、合併、解散、暫停交易或暫停交割、清算、營運困難、或其他不得已事由等通知時，或運用標的因法令限制或其發行機構之規定(包括運用對象限制、未達法定最低募集規模而被撤銷、已逾法定最高募集規模或其他法定禁止投資事由等)，致受託人不能為運用時，委託人/受益人同意配合辦理相關事務或終止該項運用，其所生之一切損益概由委託人/受益人承受之。
8. 委託人同意，受託人基於本國或外國相關法令規範或主管機關要求、稅務因素、相關申報義務遵循或其他因素考量，或因委託人怠於配合履行相關申報義務或違反本契約之規定，於必要時得隨時終止委託人就運用標的既有之定期(不)定額交易，逕行終止扣款及投資無須通知委託人。
9. 依相關法令如委託人可能無法投資或持有某項投資標的時，受託人有權拒絕執行委託人就該投資標的所為之各項交易指示，受託人並得通知委託人終止相關交易，並逕行贖回/賣出委託人持有之全數或部分投資標的。

#### 六、 交易費用及信託報酬

1. 受託人依委託人指示投資之各基金或有價證券，依該基金管理公司或交易相對人(包括但不限於發行機構、證券商、經紀商、承銷商或代理人)於委託人購買、贖回或轉換基金或有價證券時所收取之費用應由委託人負擔(基金管理公司或交易相對人得依其規定之方式逕自受託人所投資之信託資金中扣取)。
2. 委託人除應負擔「特定金錢信託資金投資國內外有價證券作業規則」第五條之費用及稅賦外，並應就各項信託交易依受託人之規定，另支付信託管理費。該等費用之金額或費率及支付之時間概依受託人之規定。委託人茲確認在開立信託帳戶或信託投資交易時已收受受託人交付或已詳閱受託人網站公告之相關收費說明資料。受託人調整該項收費時應於生效日前至少六十日前，以書面或依「特定金錢信託資金投資國內外有價證券作業規則」第十二條規定之方式通知委託人，若委託人不同意是項更改，應於生效日前結清信託帳戶，否則，即視為同意該項變更。如委託人未依受託人規定按期支付費用，受託人有權拒絕或停止提供信託服務，且有權就委託人遲延未付之費用，依受託人當時訂定之基準款利率公式計收利息。
3. 就信託資金之交易，倘有不可歸責於受託人之事由而與第三人為訴訟、仲裁、公斷或其他交涉時，委託人同意委託受託人處理，並以受託人之名義為之，其所發生之一切費用，包括處理費用、律師費用及訴訟費用等，委託人亦同意全數負擔。
4. 委託人瞭解並同意受託人辦理本約定書項下信託業務(特定金錢信託)之相關交易時，可能得自交易相對人之任何報酬、費用、折讓等各項利益，於法令許可之範圍得均作為受託人收取之信託報酬。信託報酬標準、種類、計算方法、支付時間及方法列入個別之產品說明書或特別約訂條款中，並視為本信託契約之一部份。

#### 七、 收益之分配

有關委託人信託資金收益分配之計算、時期及方法，原則上依循委託人信託資金所投資之國內外有價證券相關公開說明書內所載該國內外有價證券收益分配之計算、分配之時期及方法為之。受託人自各基金公司或交易相對人所收訖之收益為本信託資金之收益。委託人謹同意並授權受託人對其信託資金所為各項投資之現金收益，並得於相關收益分配後，將該等受分配收益之淨額(扣除相關費用後)，依受託人之作業規定辦理。

#### 八、 匯率之計算

就本信託資金如有以新台幣兌換外幣或外幣兌換新台幣者，依受託人或基金公司/交易相對人於合理處理期間內實際辦理買匯或賣匯之匯率為準計算。委託人同意受託人得與其銀行業務部門就本信託資金從事幣別兌換交易行為，委託人並瞭解就本信託資金因兌換交易可能產生之匯率風險悉由委託人承擔。

#### 九、 受託人責任

1. 受託人應依委託人之運用指示，以善良管理人之注意義務管理運用信託財產，並負忠實義務。
2. 受託人不擔保信託本金及最低收益，信託財產之運用盈虧及風險應由委託人自行承擔。
3. 除可歸責於受託人之事由外，委託人不得以投資標的之發行機構、管理機構、交割機構、保管機構或其他第三人之任何作為或不作為，或投資標的之盈虧，對受託人要求負任何連帶責任或請求受託人損害賠償。
4. 受託人應自己處理信託事務，如有不得已之事由或經委託人之同意，受託人得委任第三人代為處理信託事務，惟受託人僅就該第三人之選任與監督其職務之執行負其責任，且因此所生費用概由委託人負擔，並得由受託人先自信託財產扣減之。
5. 如因天然災害、戰禍、恐怖活動、罷工或其他不可歸責於受託人或非受託人所能控制之人為或非人為之不可抗力事件，致受託人無法或遲延履行依本約定事項下受託人之義務，所生信託財產之損失、滅失或凍結等，受託人不須對委託人負賠償責任。
6. 受託人各級職員不得對未來國內外有價證券單位價值或匯率等之漲跌有所預測。但依法令規定，受託人得應委託人之要求提供投資標的資訊者，受託人得為投資標的資訊之提供，惟該項資訊僅供參考，委託人仍應自行判斷並自負盈虧。
7. 受託人為服務委託人，所提供之投資標的淨值(價格)、參考匯率、參考現值等，僅供委託人參考使用，上述相關資料概以國內外有價證券事業機構公告或實際發生者為準，委託人不得就受託人所提供之參考資料主張任何權利或要求損害賠償。
8. 委託人應自行了解判斷，國內外有價證券之申請、轉換、賣出或贖回等實際交易生效日，可能因國內外休假日、投資標的規定等作業因素而遞延，受託人不就上述遞延因素告知負任何責任。
9. 受託人運用信託財產從事交易後，除法令另有規定外，應交付委託人及受益人交易報告書，並定期編製對帳單交付委託人及受益人。交易報告書得依法規以交易確認書或具有表彰交易內容之存摺、憑證、文件或其他約定方式辦理；對帳單得依法規以信託法、信託業法所定之定期報告或其他具有表彰定期報告內涵之書類或文件(如月結單)為之，並得與交易報告書合併為同一文件交付委託人及受益人。
10. 除另有約定或委託人另有指示外，如委託人及/或受益人於受託人處留存有電子郵件帳號者，受託人得以電子郵件方式將交易確認書、對帳單及信託交易相關文件(包括但不限於客戶通知信、海外所得帳單、交易函證等文件)交付予委託人及/或受益人；如未留存有電子郵件帳號者，受託人將以書面郵寄方式交付。以電子郵件方式所為之交付，委託人及受益人同意以受託人送達委託人及/或受益人留存之電子郵件信箱伺服器且未被退回即視為已送達。委託人同意，受託人就歐盟股東權利指令 II(European Shareholders Rights Directive II)要求之時效性通知，得以簡訊傳送至委託人及/或受益人留存於受託人之行動電話號碼為之。
11. 委託人同意，倘委託人信託帳戶內信託財產帳載資料發生錯誤，不論該等錯誤係發行機構、受託人、保管銀行或因其他原因所致，受託人得於發現該等錯誤後，立即逕行更正委託人信託帳戶內信託財產之帳載資料並通知委託人，如前述發生錯誤之信託財產業經贖回者，委託人同意於經受託人通知後立即將贖回款返還予受託人。

#### 十、 利害關係人之揭露

依信託業法第二十五條第二項及二十七條第二項規定，受託辦理信託財產不具運用決定權之信託，不受信託業法第二十五條第一項及二十七條第一項之限制，惟仍將本契約項下所涉利害關係人交易情形揭露詳於受託人公開網站-法定公開揭露事項-「依信託業法第二十五、二十七條之利害關係人交易一覽表」，並應於交易報告書及對帳單中載明。

#### 十一、 契約之變更、解除及終止

1. 本契約除因法令變更或依法院或主管機關之命令變更外，其變更均應將其修改內容以顯著方式，於受託人網站及/或營業場所公開揭示或以書面通知委託人。如委託人於十五日內未以書面通知受託人表示異議並終止與受託人之帳戶往來及本契約者，視為同意該總約定書之變更。惟關於各項信託相關費用之變更或調整，受託人應於生效日前至少六十日前，以書面或依「特定金錢信託資金投資國內外有價證券作業規則」第十二條規定之方式通知委託人。
2. 受託人於本契約簽訂且委託人交付信託資金後，如因新法令公佈或法令修正或主管機關命令或其他不可歸責於受託人之事由，致受託人無法依信託目的開始管理運用信託財產，任一當事人均得以書面或其他雙方當事人約定之方式通知他方解除本契約。

3. 除當事人另有約定外，本契約因下列事由之一終止：
  - (1) 信託目的無法達成。
  - (2) 法院或主管機關命令終止。
  - (3) 任何一方當事人喪失行為能力、解散、進行重整、破產或停止營業時，他方得以書面或其他經雙方約定之方式通知終止。
  - (4) 本契約存續期間，委託人得於合理期限事前依受託人規定之方式通知終止之。

#### 十二、 信託關係終止後信託財產交付方式

信託關係終止後歸屬於委託人之收益（含孳息），除數額不敷支付手續費或行政費用，委託人茲同意予以拋棄外，委託人同意受託人按下述方式辦理：

1. 如為現金：存入委託人該筆信託帳號指定之贖回或收益分配帳戶，若分配帳戶已結清，或因外幣信託投資標的之轉換或計價幣別之變更產生另一幣別贖回或收益款項，同意受託人得存入委託人於受託人之銀行業務部門處所開立之同贖回或收益款項幣別之任一存款帳戶或扣除匯費後匯入委託人指定之委託人於他行開立之同贖回或收益款項幣別之活期存款帳戶。
2. 如為股票：除依主管機關規定及個別投資標的特別約定得實物交割外，委託人同意授權受託人以處理當時之市價賣出，所得價金依前述現金收益辦理。
3. 如為基金單位數：委託人同意受託人就所分配之單位數予以強制贖回，所得價金依前述現金收益辦理。

#### 十三、 短線交易之規定

委託人已確實瞭解交易相對人有關短線交易（或其他類似名稱）相關規定，並瞭解委託人若涉及短線交易者，交易相對人得限制、拒絕或取消申購或轉換之權利（包括受託人已接受申購或轉換之交易）；惟如委託人經基金公司認定短線投資者而收取較高之申購手續費，報酬標準將依該基金公司通知為準。

#### 十四、 其它約定事項

1. 委託人若於本約定條款簽訂前與受託人已有簽定其它相關之金錢信託資金契約書，而其交易仍然存在者，委託人同意自本約定書簽定之日起一律由本契約約定條款及其附屬約定取代。
2. 受託人得對於本信託業務訂定或修正其相關作業規定標準時，並通知委託人或於對帳單載明或公告於受託人各營業處所或網站等，委託人均無異議並同意遵守之。但惟委託人/受益人不同意時，得終止本契約並結清信託帳戶。
3. 委託人知悉受託人不接受美國公民、美國居民、或有美國永久居留權者之委託，以特定金錢信託投資國內外有價證券。委託人確認其於受託人處開立信託帳戶時非為美國公民或美國居民，亦未有美國永久居留權，且委託人同意如嗣後成為美國公民、美國居民、或有美國永久居留權時，應立即通知受託人，按受託人之要求出具或提供所需文件並立即自動贖回、出售於前述信託帳戶所持有之全數國內外有價證券。委託人如未盡上述義務，或受託人日後因任何理由知悉委託人成為美國公民、美國居民、或有美國永久居留權，委託人同意受託人得隨時進行強制贖回或出售委託人於信託帳戶持有之全數國內外有價證券，並通知委託人終止其與受託人之信託契約，為此所生之一切相關損益及費用概由委託人自行負擔，如受託人因此遭受或支付任何費用、損失、罰款及其他類似費用，委託人同意向受託人負一切損害賠償責任。
4. 當委託人被告知其現金交易依法須提供相關資料以確認身分時，仍堅不提供為填具現金交易所需之相關資料，或強迫、意圖強迫受託人不得將交易紀錄或申報表格留存建檔者，受託人得將相關訊息報告該主管機關。
5. 受託人依據全民健康保險法之相關扣繳規定就委託人/受益人信託資產配息先代為扣繳健保補充保費後，依約直接存入委託人/受益人帳戶。但如經受託人同意或遇有特殊情況，受託人得先給付委託人/受益人前述配息後，再逕自由委託人/受益人於受託人之任一存款帳戶內餘額中扣付健保補充保費之費用，如仍有不足委託人/受益人應立即償還，否則受託人得依法追償之。前述補充保費之扣取以信託資產配息之來源所得為國內所得且單筆扣費門檻及扣取比率等將依全民健康保險法、全民健康保險扣取及繳納補充保費辦法等相關法規辦理。
6. 委託人瞭解，委託人若投資於由美國政府或公司所發行之投資商品，包括但不限於共同基金、美國交易所內交易之股票、美國存託憑證、指數股票型基金及認股權證等，受託人依美國稅法規定，為美國稅務處理之目的，得填具相關美國稅務申報書件，並將委託人之相關資料（包括但不限於個人資料及交易資料）提供予美國稅務機構。委託人應自行瞭解前開美國投資商品之相關稅負規定及其對投資商品之影響，或尋求其稅務顧問之建議。
7. 國際金融業務分行客戶注意事項（國際金融業務分行客戶適用）
  - (1) 國際金融業務分行客戶不適用「金融消費者保護法」之金融消費爭議處理機制，國際金融業務分行客戶應詳閱相關產品文件，且應充分瞭解所投資之境外金融商品，除該商品之相關產品文件另有記載或法令另有規定外，係未經我國主管機關審查或核准，亦不適用備查或申報生效之規定，僅得於國際金融業務分行對中華民國境外客戶為推介及交易對象。
  - (2) 倘投資未經我國主管機關相關審查程序之商品，其商品說明文件可能以中文或英文提供。
8. 委託人瞭解並同意，受託人依相關法令規範向高齡委託人提供投資型金融商品交易服務時，應辦理高齡委託人適合度評估作業，並得依前述評估結果接受或婉拒高齡委託人進行投資型金融商品交易之請求。

#### 十五、 非美國人身份揭露聲明

1. (1)委託人/受益人主要的地址在美國地區之外。  
(2)委託人/受益人在收到購買證券之要約時以及提出交易指示時，居住在美國地區之外。  
(3)委託人/受益人不是依據美國 1933 年證券法 902(k) 條例（含其後修正，以下稱【證券法】）定義之美國人（以下稱「非美國人」）  
(4)購買證券的資金來源為美國境外帳戶。
2. 委託人/受益人收到購買證券之要約及提出交易指示，是為當時居住在美國境外的自己或是其他的非美國人所為。
3. 委託人/受益人及委託人/受益人所代表之所有帳戶購買證券主要目的在於投資，非未意圖用於觸犯證券法的銷售、提供或販賣任何證券。
4. 只要委託人/受益人在任何與證券相關或「轉換限制」的買賣章程規範下為聲明或保證時，委託人/受益人同意遵守這些規範的限制。
5. 委託人/受益人非受託人之關係機構/成員（依據證券法 144 條款所定義），也並非代表受託人的關係機構/成員。
6. 除了證券法中規範的合法交易，委託人/受益人不會從事涉及此證券對沖交易。
7. 當證券以受益憑證的形式發行時，委託人/受益人瞭解在美國證券法的規範下，該證券不在美國境內公開發行。該證券並未依證券法註冊，且應遵守下列條文之規範：本受益憑證所表彰的證券依據 1933 年美國證券法（含其後修正，以下稱【證券法】）註冊，其發行依照證券法中 Regulation S 免予註冊。該證券不能直接或間接地在美國境內、國土範圍、屬地或殖民地內對美國人或為美國人（定義依 Regulation S 規定）利益而出賣、轉換或以任何方式銷售；除非該證券遵照 Regulation S 條款，這證券依證券法註冊或依法令符合免予註冊之豁免規定是具有免註冊權，這類證券亦不可為美國人購買或販賣給美國人。除依證券法之規範，亦不可執行這類證券有關的對沖交易。
8. 委託人/受益人同意，委託人/受益人需支付證券買賣的相關稅務費用，包括但不限於聲明資本利得的相關稅務費用。
9. 委託人/受益人瞭解受託人或第三者會信賴委託人/受益人在此提出的確認、承認以及同意。如委託人/受益人在此所做的任何聲明與保證內容不再正確或不再完整時，委託人/受益人將同意及時通知受託人。【委託人/受益人亦同意除非本人有另外的書面通知，受託人或第三者可以視為委託人/受益人每次向受託人購買證券時，將委託人/受益人在此提出之確認、承認、同意再次重申】
10. 受託人有權信賴這份文件且委託人/受益人不可撤回地授權，受託人於就這份文件內容，如有行政、司法或官方詢問時，得提出這份文件或製作影本提供與任何有利益關係之人。

### 參、信託資金投資風險揭露書

- 一、委託人於決定投資國內外有價證券前，已於合理審閱期間詳閱該有價證券之相關資料及規定（包括但不限於公開說明書），並瞭解其投資之風險（包括但不限於投資本金之損失、匯率變動、價格波動及政治風險等），及於最壞之情形下，最大可能損失為全部投資本金金額及利息。投資標的過去績效不代表未來之表現且委託人係基於其獨立之判斷而選定為此項投資。本信託資金投資國內外有價證券所產生之資本利得及孳息等悉數歸委託人享

有，其投資風險、損失、費用及稅賦亦悉由委託人負擔。委託人不得以任何理由要求受託人分擔損失。受託人在台灣各分行、國外分行或總行不負責經理或操作國內外有價證券，亦不負責國內外有價證券之盈虧，更不保證國內外有價證券之本金或其收益及最低收益率，且對基金公司、交易相對人、保管機構、其他仲介商或其等代理人、受僱人之行為或不行為皆不負任何責任。委託人交付受託人之信託資金係委託人申購國內外有價證券之款項，並非存款，亦不構成受託人在台灣各分行、國外分行或總行之存款或債務，特定金錢信託資金或運用特定金錢信託財產所投資之具有定期利息性質之金融商品，並非存款，不屬於存款保險條例所保障之範圍。

- 二、買賣國外有價證券係於外國證券交易市場買賣之股票、認股權證、受益憑證、債券、指數股票型基金(ETF)等，因涉及各該外國之法令規章，委託人應瞭解開立投資帳戶從事國外有價證券投資可能產生之潛在風險，並請詳讀及研析下列各事宜：
1. 買賣國外有價證券之投資風險，依其投資標的及所投資交易市場而有差異，委託人應就所投資標的為股票、認股權證、受益憑證、債券、指數股票型基金(ETF)等，瞭解其特性及風險。
  2. 投資國外有價證券係於國外證券市場交易，自應遵照當地國之法令及交易市場之規定辦理，其或與我國證券交易之法規不同。
  3. 投資國外有價證券，係以外國貨幣交易，除實際交易產生之損益外，尚須負擔匯率風險。
  4. 投資國外有價證券，基金公司或交易相對人提供予委託人之資料或對證券市場產業或個別證券之研究報告，或證券發行人所交付之通知書或其他有關委託人權益事項之資料，均係依各該外國法令規定辦理，委託人應自行瞭解判斷。
  5. 買賣國外有價證券應簽訂之受託買賣外國有價證券契約，其中對交割款項及費用之幣別、匯率及計算等事項之約定，委託人應明確瞭解其內容。
  6. 風險揭露書之揭露事項甚為簡要，因此對所有投資風險及影響市場行情之因素無法逐項詳述，委託人於交易前，除須對本條詳加研析外，對其他可能影響之因素亦須慎思明辨，並確實評估風險，以免因交易而遭到無法承受之損失。
  7. 國內外之法令、基金公司或交易相對人對委託人投資之有價證券可能有若干銷售限制(包括但不限於銷售對象及地區之限制)，委託人於決定投資前應自行瞭解及察知有關之限制。委託人若疏於察知有關之限制，應自負一切可能之責任、風險及損失。

### 三、人民幣信託商品

委託人於外匯指定銀行辦理人民幣計價之信託投資將受我國、大陸地區相關法令及相關清算協議之限制，委託人聲明已詳閱並同意本約定書Ⅲ、其他事項 貳、外匯指定銀行辦理人民幣業務風險預告書，委託人於辦理人民幣各項業務時皆應充分考量此風險預告書所揭露之風險。

### 四、證券投資信託基金風險預告

本風險預告係依中華民國證券投資信託暨顧問商業同業公會「證券投資信託基金募集發行銷售及申購或買回作業程序」之規定訂定之。基金之交易特性與存款、股票及其他投資工具不同，委託人於開戶及決定交易前，應審慎評估本身之財務狀況與風險承受能力是否適合此種交易，並充分瞭解下列事項：

1. 基金買賣係以自己之判斷為之，委託人應瞭解並承擔交易可能產生之損益，且最大可能損失達原始投資金額。
2. 基金經金管會核准，惟不表示絕無風險，基金公司以往之經理績效不保證基金之最低投資收益，基金公司除盡善良管理人之注意義務外，不負責基金之盈虧，亦不保證最低之收益，委託人申購前應詳閱基金公開說明書。
3. 基金交易應考量之風險因素如下：
  - (1) 投資標的及投資地區可能產生之風險：市場(政治、經濟、社會變動、匯率、利率、股價、指數或其他標的資產之價格波動)風險、流動性風險、信用風險、產業景氣循環變動、證券相關商品交易、法令、貨幣等風險。
  - (2) 因前述風險、受益人大量買回或基金暫停計算買回價格等因素，或有延遲給付買回價金之可能。
4. 基金交易係以長期投資為目的，不宜期待於短期內獲取高收益。任何基金單位之價格及其收益均可能漲或跌，故不一定能取回全部之投資金額。
5. 基金不受存款保險、保險安定基金或其他相關保障機制。
6. 如因基金交易所生紛爭，委託人可向中華民國證券投資信託暨顧問商業同業公會或財團法人金融消費評議中心提出申訴。
7. 本風險預告之預告事項僅列舉大端，對於所有基金投資之風險及影響市場行情之因素無法一一詳述，委託人於投資前除須對本風險預告書詳加研讀外，尚應審慎詳讀各基金公開說明書，對其他可能之影響因素亦有所警覺，並確實作好財務規劃與風險評估，以免因貿然投資而遭到難以承受之損失。

### 五、基金配息可能涉及本金之風險揭露及說明

基金的配息可能由基金的收益或本金中支付。任何涉及由本金支出的部份，可能導致原始投資金額減損。部分基金進行配息前未先扣除應負擔之相關費用。前述本金支付之股利及支付應負擔之相關費用之相關資料業已於基金所屬證券投資信託事業或總代理人之公司網站揭露。

### 六、非投資等級債券(原稱：高收益債券)基金之風險揭露

委託人於決定投資前，應充分瞭解下列以投資非投資等級債券為訴求之基金之特有風險：

1. 信用風險：由於非投資等級債券之信用評等未達投資等級或未經信用評等，可能面臨債券發行機構違約不支付本金、利息或破產之風險。
2. 利率風險：由於債券易受利率之變動而影響其價格，故可能因利率上升導致債券價格下跌，而蒙受虧損之風險，非投資等級債券亦然。
3. 流動性風險：非投資等級債券可能因市場交易不活絡而造成流動性下降，而有無法在短期內依合理價格出售的風險。
4. 匯率風險：委託人以新臺幣兌換外幣申購外幣計價基金時，需自行承擔新臺幣兌換外幣之匯率風險，取得收益分配或買回價金轉換回新臺幣時亦自行承擔匯率風險，當新臺幣兌換外幣匯率相較於原始投資日之匯率升值時，委託人將承受匯兌損失。
5. 委託人投資以非投資等級債券為訴求之基金不宜占其投資組合過高之比重，且不適宜無法承擔相關風險之委託人。
6. 若非投資等級債券基金為配息型，基金的配息可能由基金的收益或本金中支付。任何涉及由本金支出的部份，可能導致原始投資金額減損。本基金進行配息前未先扣除行政管理相關費用。
7. 非投資等級債券基金可能投資美國 144A 債券(境內基金投資比例最高可達基金總資產 30%；境外基金不限)，該債券屬私募性質，易發生流動性不足，財務訊息揭露不完整或價格不透明導致高波動性之風險。
8. 請委託人注意申購基金前應詳閱公開說明書，充分評估基金投資特性與風險，更多基金評估之相關資料(如年化標準差、Alpha、Beta 及 Sharp 值等)可至中華民國證券投資信託暨顧問商業同業公會網站之「基金績效及評估指標查詢專區」([https://www.sitca.org.tw/index\\_pc.aspx](https://www.sitca.org.tw/index_pc.aspx))查詢。

## 肆、特定金錢信託資金投資國內外有價證券作業規則

### 一、特定金錢信託資金投資國內外有價證券交易指示之營業時間：(若於營業時間後提出申請，則視為次一營業日交易)

有價證券類型	國內債券型基金—申購	其他國內型基金	境外基金或國外有價證券
櫃檯營業時間	09:00-10:20	09:00-15:30	09:00-15:30

※若個別投資標的或其他交易方式另有約定之營業時間者，另依其產品條件內容說明書與特約事項之約定或公告為之。

### 二、個人投資適合度分析：委託人選擇與受託人進行投資交易時，應充分瞭解投資性產品之風險，受託人要求委託人應填寫個人投資適合度分析才可執行交易。

### 三、信託資金及費用之收付：

1. 委託人所交付之信託資金，應以投資標的所規定或經受託人同意接受之幣別為之；就信託本金及收益之返還，應與委託人所交付信託資金為同一種幣別或受託人所指定之幣別者為之。但法令另有規定，不在此限。
2. 委託人投資單筆、小額得指定其本人設於受託人之(台幣/外幣)活期(儲)性存款帳戶供信託資金及相關費用之收付，委託人就信託資金、信託手續費或其它費用得以自動扣帳方式扣繳，由受託人逕自委託人指定並經受託人同意受理之存款帳戶逕行扣帳。
3. 下單日若恰遇國內外市場休假日，則順延至市場開市當日，辦理轉換或買回時如遇相同之情形時，其處理方式同前述之方式。

4. 買回再申購之交易，受託人將於買回款項分配入帳當天，扣除買回相關費用之全部入帳金額，辦理再申購交易之扣款投資相關作業，惟遇電腦系統因素或不可抗力事故，委託人同意受託人得順延至次一營業日再行辦理。

四、除另有規定外，特定金錢信託資金投資國內外有價證券之金額限制：

下列證券每筆交易最低投資金額：

信託類別	新台幣	原幣
基金單筆最低投資金額	國內債券型基金:新台幣 100,000 元(含)以上	無
	境外基金：新台幣 50,000 元(含)以上	等值新台幣 50,000 元(含)以上
	國內其他基金：新台幣 10,000 元(含)以上	
基金小額最低投資金額	新台幣 1,000 元(含)	等值新台幣 1,000 元(含)以上
海外股票及 ETF	無	美元 5,000 元(含)以上、英鎊 3,500 元(含)以上、歐元 4,000 元(含)以上、港幣 40,000 元(含)以上、日幣 400,000 元(含)以上、人民幣 30,000 元(含)以上

境外金融(OBU)有價證券類型	境外金融(OBU)最低投資金額
境外基金或國外有價證券-僅限外幣信託	
再次投資金額	等值 US\$50,000

其他有價證券每筆交易投資金額限制，依其商品相關規定或受託人內部作業規則辦理，相關疑問請洽詢受託人理財服務人員。

五、信託報酬及費用交付：

1. 委託人投資國內外有價證券可能負擔之信託報酬及費用標準

(1) A/B 股系列基金、指數股票型基金、股票、外國債券及其他有價證券等可能負擔之信託報酬及費用標準如下：

投資標的	手續費前收型		手續費後收型		指數股票型基金及股票	外國債券	其他有價證券
	A 股系列基金 (Class A Shares)	非 A 股系列基金 (Non Class A Shares)					
信託報酬項目	手續費前收型		手續費後收型				
申購手續費	申購時收取 0%-3%		申購時不需支付任何申購手續費		申購時收取 1.5% (買回時另收取 1.5%+當地股票交易費用註 1)	申購時收取 0%-2.5% (買回時另收取 0%-1%)	申購時收取 0%-3%
遞延手續費 (於買回時收取)	無		視基金系列而定(詳參本項 2(9))		無	無	無
信託管理費	受託人自委託人申購日起之三年內依有價證券類型收取；每次執行買回交易時，自每筆買回款項中扣除。信託管理費收取方式依約定計算方式計收，最低為新台幣貳佰元整(或等值外幣)，如依信託管理費計算方式計算出之金額未達貳佰元整者，以新台幣貳佰元(或等值外幣)計算之。另境外金融(OBU)最低信託管理費為美金 20 元正(或等值外幣)。(指數股票型基金、股票及存託憑證無最低管理費之限制) 96 年 9 月 30 日(含)前申購之委託人仍適用原信託管理費收取方式，特此提醒。						
轉換手續費	由受託人收取	新台幣 500 元(外幣信託扣等值台幣 500 元之轉出基金幣別之外幣)。 另境外金融(OBU)最低信託管理費為美金 20 元整(或等值外幣)。		不得轉換		不得轉換	不得轉換
	由基金公司收取	0%-1%		0%-1%		不得轉換	不得轉換
申購時通路服務費	0%-4%		0%-4%		無	年化費率 0.5% 註 2	0%-5%
持有期間通路服務費	0%-2%		0%-2%		無	無	

註 1：當地股票交易費用：委託人在美國交易所賣出證券時需繳一筆「證管會費用」(SEC FEE)，為賣出成交金額乘以某一費率，此費率會依據美國當局調整。

指數股票型基金及股票在美國相關交易所申購及買回手續費計算方式如下：

申購(買回)之單位數\*單位買價(單位賣價)\*手續費率=申購(買回)手續費(最低申購(買回)手續費為美金 40 元)

外國債券買回手續費計算方式如下：買回之金額\*賣價\*手續費率=買回手續費

衍生性金融商品可能負擔之信託報酬標準：依產品說明規定辦理。

註 2：各外國債券申購時通路服務費 = 投資金額\*各該外國債券剩餘年限\*年化費率，年化費率將不超過各該外國債券受託投資總金額之 0.5%，各該外國債券剩餘期限未滿一年者，申購時通路服務費將依實際投資期間按比例計算。委託人了解並同意申購時通路服務費已內含於申購指示價格中，並於申購該外國債券時由交易對手一次支付予受託人，如嗣後委託人主動提前買回該外國債券，或發行機構依公開說明書之約定由發行機構強制或經委託人同意買回，前述受託人已收取之申購時通路服務費將不退還交易相對人或委託人。

(2) 各項投資商品的相關費用，若與各該投資商品之補充作業規定或產品文件或說明不同時，以該補充作業規定或產品文件為準。

2. 信託報酬及費用計算方法、支付時間及方法如下：

(1) 申購手續費：國內外基金、外國指數股票型基金、外國股票、外國債券或其他有價證券之申購手續費 = 投資金額\*手續費率。申購手續費收取幣別為原基金幣別或外國指數股票型基金、外國股票、外國債券或其他有價證券計價幣別，並應由委託人於申購時支付予受託人。

(2) 信託管理費：僅收取申購日起之三年內信託管理費，計算方式為買回金額\*信託管理費費率\*持有天數÷365。(96 年 9 月 30 日(含)前申購之委託人仍適用原信託管理費收取方式，特此提醒。)

有價證券類型	國內債券型/貨幣型基金	國內海外型基金	國內股票型基金	境外基金	指數股票型基金及股票	外國債券/其他有價證券	境外金融(OBU)
管理費費率	不收	0.2%	0.2%	0.4%	0.2%	0.2%	0.2%·除境外基金 0.4% (最低收取美金 20 元整)

(或等值外幣))

- (3) 轉換手續費：於每次投資標的轉換時以信託帳號為單位逐筆收取（部份轉換時，採逐次轉換計收），受託人並得補收轉換差額手續費，由委託人一次給付受託人及基金公司，該費率依各基金公司之相關規定辦理。貨幣型基金轉換手續費收取時間：委託人初次申購貨幣型基金，之後欲作轉換交易至股票型或債券型基金時，受託人收取初次申購及轉換手續費，收取幣別為新台幣(或原幣)。貨幣型基金初次轉換手續費計算方式：**(a) 轉出 A 基金之信託金額 X 轉入 B 基金之手續費率 (b) 受託人轉換費新台幣伍佰元(或等值外幣)+基金公司外收手續費**。手續費收取時間：委託人在執行轉換交易時，受託人按上項之計算方式於委託人存款帳戶中扣除，之後再次轉換時即依受託人規定收取轉換費。唯股票型或債券型基金之小額扣款不得轉入貨幣型基金。
- (4) 申購時通路服務費：以信託本金乘上費率計算之，由交易相對人或基金公司於申購時給付受託人。此服務費如係已包括於投資標的基金公開說明書或產品說明書所規定之費用，將由交易相對人或基金公司逕自各投資標的之每日淨資產價值中扣除。
- (5) 持有期間通路服務費：以受託人於交易相對人或基金公司之淨資產價值乘上費率計算之，由交易相對人或基金公司給付予受託人。支付方式依各交易相對人或基金公司有所不同，可能採取月、季、半年、年度支付方式為之；此服務費如係已包含於投資標的公開說明書所規定之費用，由交易相對人或基金公司逕自各基金之每日淨資產價值中扣除。
- (6) 基金分銷費用 ( Distribution Fee )：該管銷費用依各基金公司之規定計收，由基金公司逕自各基金之淨資產價值中扣收，非受託人所額外收取之費用。
- (7) 委託人完成交易指示後在受託人規定交易時間截止前取消交易指示，受託人得向委託人酌收工本費。
- (8) 委託人瞭解並同意受託人辦理本信託契約業務(金錢之信託)之相關交易時，得自交易相對人取得之報酬、費用、折讓等各項利益，於法令許可之範圍內得作為受託人之信託報酬；投資於結構型商品及海外債時，受託人得自交易相對人取得之前述信託報酬費率範圍另載明於產品條件內容說明書與特約事項等相關文件。**
- (9) 手續費後收型基金交易注意事項及手續費
- A. 交易注意事項
- a. 委託人選擇投資手續費後收型基金，在執行申購交易時，受託人依基金公司規定不向委託人收取申購手續費。但在委託人在執行買回交易時，基金公司將按持有年限長短收取「遞延手續費」，該費用將自買回總額內扣除。前述之「遞延手續費」為手續費後收型基金收取手續費用之方式，若委託人在約定的年限內買回，才需要繳交的「條件性遞延手續費」，若投資超過約定年限，委託人則完全免繳交手續費。(詳見下表費率)
- b. 委託人瞭解，委託人所投資之指定產品除應支付基金管理費外，手續費後收型境外基金尚須依相關公開說明書之規定支付「分銷費」(Distribution Fee)及「憑證受益人服務費」(Shareholder Service Fee)，上述費用於每日資產淨值中扣除。
- B. 遞延手續費計算方式：基金公司以下表費率為準，按委託人申購指定基金之評價日之原基金淨值(NAV)與買回日當時之基金淨值(NAV)相比，取二者較低者，按委託人持有該基金之年限計算之。

持有年限	境外		國內基金	
	其他基金公司	品浩	其他基金公司	安聯
第一年	3%	未滿 3 個月 3%；滿 3 個月~未滿 6 個月 2.75%； 滿 6 個月~未滿 9 個月 2.50%；滿 9 個月未滿 12 個月 2.25%	3%	2%
第二年	2%	滿 12 個月~未滿 15 個月 2%；滿 15 個月~未滿 18 個月 1.75%； 滿 18 個月~未滿 21 個月 1.50%；滿 21 個月未滿 24 個月 1.25%	2%	1.5%
第三年	1%	滿 24 個月~未滿 27 個月 1%；滿 27 個月~未滿 30 個月 0.75%； 滿 30 個月~未滿 33 個月 0.50%；滿 33 個月未滿 36 個月 0.25%	1%	1%
第四年	0% (自第四年以後為 0)	0% (自第四年以後為 0)	0% (自第四年以後為 0)	0% (自第四年以後為 0)

#### 六、買回款項入帳：

受託人依委託人指示將買回款項存入委託人之存款帳戶，款項入帳按基金公司或交易相對人之規定辦理。

買回款項入帳時間參考如下：

1. 境外基金或有價證券之買回款項入帳時間：自交易指示日起 2-8 個營業日
2. 國內股票型基金/國內海外型基金之買回款項入帳：自交易指示日起算 3-10 個營業日
3. 國內債券型基金之買回款項入帳：自交易指示日起算 1-3 個營業日
4. 台幣信託以新台幣支付，外幣信託買回款項幣別應以買回時信託投資標的計價幣別為之，委託人不得指定買回款項入帳幣別。

#### 七、收益之分配：

1. 委託人同意有關信託資金收益及國外有價證券配息之分配悉依國內 (外)基金公司、國外有價證券產品條件及受託人之規定辦理。
2. 委託人同意本信託資金投資國內 (外)有價證券所產生之資本利得、孳息等悉歸委託人享有，其投資風險、費用及賦稅亦由委託人負擔。
3. 受託人除依本契約書約定收取費用外，不分享該信託資金所生之收益亦不負擔其損失。
4. 申購或持有在美國掛牌之指數股票型基金、股票及存託憑證，根據美國稅法之相關規定，非美國籍之個人其於美國境內之所得來源，諸如現金股利等皆須扣除 30 % 之稅額，並由受託人委託交易相對人處理相關事宜，依配息價金代扣 30 % 股利所得稅，此課稅標準得視交易內容或市場之改變而異動。
5. 受託人於配息日及買回日後應儘速將配息及買回款存入委託人之存款帳戶，配息及買回款自配息日及買回日至實際入帳日間不計息。

#### 八、委託人以小額方式信託投資者：

1. 委託人就信託資金、信託手續費或其它費用得以自動扣帳方式扣繳，並授權由受託人於每次扣帳日(例假日自動順延)，逕自委託人指定並經受託人同意受理之存款帳戶進行扣帳，若遇電腦系統故障或其它不可抗力事故，致未能於指定日期進行扣帳作業時，委託人同意順延至障礙排除後之受託人營業時間進行扣帳。
2. 委託人應於指定扣帳日前二營業日，於指定扣帳帳戶中留存足夠之扣帳金額。
3. 委託人以信用卡扣帳方式者(限信用卡正卡持卡人)，以受託人規定之可扣帳金額為上限，且如受託人自指定信用卡扣帳失敗時，視為該次不委託。委託人並同意以信用卡扣帳時，如原信用卡因轉換、掛失補發或毀損補發而更換新卡，或因其他事由致無法繼續使用時，而致扣帳不成功，亦視為該次不委託，委託人不得異議。
4. 委託人倘同時有數筆扣帳款項而信用卡可用額度或存款餘額不足扣繳全部款項時，則扣繳款項以受託人扣帳作業處理先後順序為準，委託人不得指定或異議；委託人應於指定投資日之前二營業日起至受託人扣款時止，於指定扣帳帳戶內留存足額之扣款金額，若無法扣帳連續達三次時，視為委託人終止該投資標的繼續扣款投資之意思表示，受託人得中止繼續扣款。委託人經上述狀況中止扣款投資後，原已委託投資之部分不受影響。

#### 5. 委託人以定期不定額方式信託投資者：

- (1) 委託人以定期不定額申購標的基金，其以委託人第一次申購扣款前一營業日當天受託人電腦系統最新的基金淨值/指數作為「基準淨值/指數」、原信託金額為「原始金額」，將每次扣款前一營業日當天受託人電腦系統最新的基金淨值/指數與「基準淨值/指數」比較，作為每次投資扣款金額自動增減之依據。
  - (2) 前項基金淨值/指數之計算，委託人同意以受託人網站（www.sc.com/tw）所顯示各該基金之最新基金淨值/指數為依據，並以其淨值作為是否達到交易指示書所設定調整信託金額之認定基準。
  - (3) 委託人同意並確認受託人依據交易指示書辦理調整信託金額時，其實際申購淨值悉依各該基金公司規定辦理基金申購時所認定之基金淨值為準；實際申購淨值如與前項依據之淨值發生差異時，仍以受託人電腦系統所載淨值作為調整申購金額之基準。
  - (4) 若委託人自行變更扣款金額或追蹤標的，將以此變更後的扣款金額作為日後扣款之新「扣款金額」基準，並以變更後第一次扣款之前一營業日當天受託人電腦系統最新的基金淨值/指數作為新「基準淨值/指數」。
  - (5) 任一信託帳號單次加、減碼之扣款上限為信託金額\*1.5倍，扣款下限為信託金額\*0.5倍(惟不得低於新台幣叁仟元整或等值外幣)。
  - (6) 委託人確認受託人已就總約定書相關之金額調整機制、功能及風險等向委託人詳述清楚，並交付委託人相關之說明文件。委託人對其內容已充分瞭解，並知悉其因指示書所設定之調整機制而引致之利益或不利益，均由委託人享有或負擔。
6. 定期(不)定期約定事項之變更，需於投資扣款日的前一個營業日營業時間結束前完成異動手續後始為生效。

#### 九、買回再申購注意事項：

1. 委託人申請買回再申購之投資標的，以受託人受託投資之國內外基金為限(不含國內外ETF、貨幣型基金及排除有累加金額限制的基金)。
2. 再申購交易之信託金額(含申購手續費)，委託人授權受託人至上述約定之扣款帳戶辦理扣款投資作業，委託人對於所扣之款項，完全同意、絕無異議。並同意於受託人辦理扣款投資作業時，如有下列情事者，受託人得不予扣款，且相關交易指示之再申購申請自動失效；(1)該筆贖回交易之實際入帳金額，扣除再申購之申購費用後，仍未達受託人最低申購金額；(2)因委託人之扣款帳戶戶況異常、帳上餘額不足或動用質借/透支等授信額度；(3)再申購投資標的經主管機關終止或暫停於國內募集及銷售，或經境外基金總代理人或投信事業或受託人通知暫停新增申購者；(4)委託人之客戶投資適合度分析已逾有效期間或再申購投資標的不符合委託人之投資風險承受度。

#### 十、短線交易之規定：

委託人已確實瞭解基金公司有關短線交易(或其他類似名稱)相關規定，並瞭解委託人若涉及短線交易者，基金公司得限制、拒絕或取消申購或轉換之權利(包括受託人已接受申購或轉換之交易)；惟如委託人經基金公司認定短線投資者而收取較高之申購手續費、轉換費、買回手續費或相關短線交易費用，費用標準將依該基金公司通知為準。

#### 十一、風險承擔及預告：

1. 委託人為信託之運用指示前，應確實於合理期間詳閱各該項信託運用之相關資料及其規定(包括但不限於公開說明書)，並瞭解其投資可能產生之風險；包括但不限於運用標的可能發生之跌價風險、或匯兌損失所導致之本金虧損，或運用標的暫停接受買回及解散、清算等風險，於最壞之情形下，最大損失可能為全部投資本金金額。投資標的過去績效不代表未來之表現且委託人承諾其餘基於獨立審慎之投資判斷，而自行決定各項運用並向受託人為指示，並負擔一切風險，委託人不得以任何理由要求受託人分擔損失。
2. 信託資金管理運用所生之資本利得及其孳息收益等悉數歸受益人所享有；其運用所生風險、費用及稅賦亦悉數由委託人/受益人負擔，受託人依法不得擔保信託本金及最低收益率。
3. 信託資金經運用於存款以外之標的者，不受存款保險之保障。
4. 國際金融業務分行之客戶僅能從事外幣特定金錢信託投資國外有價證券之交易。國際金融業務分行之客戶應遵守並已充分瞭解中華民國就國際金融業務分行所頒布之一切相關法令，並聲明及保證從事本項投資交易時，並無違反任何相關規定。如有相關稅務法令要求客戶申報或繳納稅賦之時，客戶應自行辦理。

#### 十二、修改：

受託人得隨時修改本作業規則，並於受託人網站公告，但信託報酬及費用調整須於修改生效日 60 日前於受託人網站公告及/或營業場所公開揭示，委託人同意並遵守之。

## 伍、辦理特定金錢信託資金投資外國股票、外國指數股票型基金及外國債券補充作業規則

委託人委託受託人依委託人之指示辦理特定金錢信託投資外國股票、外國指數股票型基金(Exchange Traded Fund, ETF)及外國債券時，應優先適用本補充作業規則約定事項

#### 一、委託人以特定金錢信託資金投資外國股票、外國指數股票型基金及外國債券(以下合稱「本商品」)前，應詳閱本約定書 III、其他事項 叁、特定金錢信託資金投資外國股票、外國指數股票型基金及外國債券商品說明、風險預告書。

#### 二、投資資格

除法令另有規定外，本商品之投資資格如下：

1. 本國自然人、領有臺灣地區居留證、外僑居留證或外交部核發相關身分證件之外國自然人(美國人除外)。
2. 本國法人或經我國政府認許之外國法人(依美國法令登記設立之法人除外)。
3. 經許可來臺，並依行政院金融監督管理委員會規定在國內銀行開設新臺幣存款帳戶之大陸地區人民。
4. 其他經行政院金融監督管理委員會或央行核准者。
5. 國際金融業務分行之外國法人、自然人(美國人除外)。

#### 三、拒絕投資本商品之人士

委託人知悉受託人不接受美國公民、美國居民、或有美國永久居留權者之委託，以特定金錢信託投資國內外有價證券。委託人確認其於受託人處開立信託帳戶時非為美國公民或美國居民，亦未有美國永久居留權，且委託人同意如嗣後成為美國公民、美國居民、或有美國永久居留權時，應立即通知受託人，按受託人之要求出具或提供所需文件並立即自動贖回、出售於前述信託帳戶所持有之全數國內外有價證券。委託人如未盡上述義務，或受託人日後因任何理由知悉委託人成為美國公民、美國居民、或有美國永久居留權，委託人同意受託人得隨時逕行強制贖回或出售委託人於信託帳戶持有之全數國內外有價證券，並通知委託人終止其與受託人之信託契約，為此所生之一切相關損益及費用概由委託人自行負擔，如受託人因此遭受或支付任何費用、損失、罰款及其他類似費用，委託人同意向受託人負一切損害賠償責任。

#### 四、開戶暨申請銀行電話理財服務：委託人以電話理財服務投資本商品者，應先於受託人開立存款與信託帳戶並申請電話語音服務且應簽署相關開戶及申請文件。

#### 五、交易須知：

##### 1. 委託人透過銀行電話理財服務為本商品之交易指示時應遵守以下作業規範：

- (1) 承作本商品前，委託人須詳讀並同意本補充作業規則及商品說明、風險預告書與受託人「特定金錢信託資金投資國內外有價證券作業規則」。委託人透過銀行電話理財服務辦理特定金錢信託資金投資本商品時，須先申請電話語音服務並取得電話理財密碼後方能以電話理財服務承作本商品。
- (2) 透過電話理財服務下單時，委託人應清楚告知申購或買回之擬投資標的名稱、確實面額、單位數、委託日期及指示價格(如有)等交易內容。
- (3) 委託人之委託如有成交，受託人將於成交後，依本約定書 II、信託帳戶約定事項貳、特定金錢信託投資國內外有價證券信託契約九、受託人責任第 10 項之規定交付成交確認書或合併於綜合月結單告知委託人所申購或買回的投資標的、價格及面額或單位數。

- (4) 受託人接受委託人委託承作外國股票及外國指數股票型基金以台北時間週一至週五為限，且該日須同時為相關交易所之營業日；遇台灣週末補班日亦受理下單。若有變更，受託人將另行通知，委託人並得洽詢受託人理財專員。
- (5) 受託人開放每日受理外國債券之申購及次級市場提前贖回申請，最低申購及贖回面額及遞增單位依各檔債券之個別規定，當日若為台灣、香港、新加坡、紐約、倫敦或雪梨之假日或沒有交易，則順延至下一營業日。
- (6) 受託人對於委託人之交易指示保留接受與否之權利。

## 2. 委託人透過網路銀行或行動銀行為外國股票、外國指數股票型基金之交易指示時應遵守以下作業規範：

- (1) 委託人得透過受託人網路銀行或行動銀行交易之外國股票、外國指數股票型基金以受託人官網公告者為限。
- (2) 因系統換日作業，委託人無法於每日之下列時段委託或取消交易：  
美國股市：臺灣時間 05:00-05:30；香港股市：臺灣時間 16:00-16:20。於系統換日作業時間前下單者視為交易所當日單，逾系統換日作業時間始下單者視為交易所次一營業日單。若於交易所休市日下單者，視為交易所次一營業日單。
- (3) 委託人充分了解受託人透過網路銀行或行動銀行提供之外國股票、外國指數股票型基金之任何報價，可能非市場即時成交價格或資訊，僅供參考用，不應作為申購或買回價格之依據。即時報價僅適用受託人精選客群，但可能發生 15 分鐘或更久的延遲。外國股票、外國指數股票型基金於特定交易所之即時報價或其他相關資訊(以下合稱「第三方平台資訊」)係由第三方資訊平台提供，受託人毋須就因使用或未能使用第三方平台資訊、第三方平台資訊之正確性及真實性、第三方平台資訊提供之延誤或未能完整傳送、系統故障等不可歸責於受託人之事由而致之任何損失或損害負責。
- (4) 委託人於網路銀行或行動銀行下交易指示時，受託人系統所顯示者為預估之申購扣款金額或買回入帳金額，僅供圈存或參考，非實際扣款或入帳金額。
- (5) 委託人透過網路銀行或行動銀行買回外國股票或外國指數股票型基金者，受託人有權依先進先出法(FIFO)優先送出最早申購單位數(股數)之買回指示。
- (6) 聯名戶委託人不得透過網路銀行或行動銀行為外國股票、外國指數股票型基金之交易；委託人不得透過網路銀行或行動銀行為外國股票、外國指數股票型基金之零股交易、特別股交易、場外交易(OTC)及台幣信託交易。
- (7) 於交易指示有效期間內，如因發行公司進行相關公司企業活動(包含但不限於股份分割、股數合併、變更交易所代碼、變更國際證券識別碼(ISIN)、變更主要交易所、換發新股等)而致委託人指示之外國股票或外國指數股票型基金交易暫停或終止，委託人同意受託人依相關交易所、發行公司或受託人委託之證券商之相關規定辦理，並同意受託人得於通知委託人後提前取消交易指示以利前述各該企業活動之執行。

## 六、申購與買回計算方式

### 1. 外國股票、外國指數股票型基金

- (1) 與共同基金不同，不可以總金額交易，而必須以「單位數(股數)」來交易。
- (2) 申購與買回單位數規定或限制條件，需視購買標的而定，受託人將針對不同之商品與交易市場另行規定之，請洽詢受託人理財專員。
- (3) 受託人得就申購買回訂定可受理之指示交易價格種類(限價、接近收盤價(MOC)、市價或當日均價)及下單方式(盤前或盤中下單或其他方式)，請洽詢受託人理財專員。委託人確定申購買回單位數後，選擇可執行之交易方式。
- (4) 買回方式：凡透過分行臨櫃或銀行電話理財服務買回外國股票或外國指數股票型基金，委託人可指定優先買回於特定日期申購之單位數(股數)；若委託人透過網路銀行或行動銀行買回外國股票或外國指數股票型基金者，受託人有權依先進先出法(FIFO)優先送出最早申購之單位數(股數)之買回指示。

### 2. 外國債券

- (1) 與共同基金不同，不可以總金額交易，而必須以「面額」來交易。
- (2) 申購與買回最低及遞增面額規定或限制條件，需視購買標的而定，受託人將針對不同之商品與交易市場另行規定之，請洽詢受託人理財專員。
- (3) 受託人得就申購與買回訂定可受理之指示交易價格種類(如：限價、市價)及下單方式(如：即時單或批次單)，請洽詢受託人理財專員。委託人確定申購與買回面額後，選擇可執行之交易方式。

## 七、投資本商品的相關費用

### 1. 外國股票、外國指數股票型基金

受託人收取之信託報酬及費用詳見受託人特定金錢信託資金投資國內外有價證券作業規則。

2. 委託人委託受託人以特定金錢信託指定投資外國股票、外國指數股票型基金需支付之費用包括信託手續費、信託管理費及當地股票交易費用，另各國政府及當地交易所所有相關規費、交易稅或其他相關交易費用等，依各國交易特性不同而有不同費用，此費用不包含在信託手續費或信託管理費中。

相關費用如下表

證券市場	*主要交易幣別	**申購/買回手續費	***信託管理費	****當地股票交易費用
紐約交易所、美國交易所、那斯達克交易所	USD	1.5% 最低申購/買回手續費為[ USD \$40]	0.20%	買回時支付證管會費用 ( SEC Fee ) 0.0008%
倫敦交易所	GBP/GBP	1.5% 最低申購/買回手續費為[GBP \$45]	0.20%	當地經紀費不超過 0.1%；申購時支付印花稅 0.5%
法蘭克福交易所、巴黎交易所	EUR	1.5% 最低申購/買回手續費為[EUR \$50]	0.20%	當地經紀費不超過 0.1%
香港交易所	HKD	1.5% 最低申購/買回手續費為[HKD \$480]	0.20%	財務匯報局交易徵費 0.00015%；印花稅 0.13%(不足港幣一元以港幣一元計收)；交易徵稅 0.0027%；交易費 0.00565%
東京交易所、大阪交易所	JPY	1.5% 最低申購/買回手續費為[JPY \$5,500]	0.20%	當地經紀費 0.11%

\*各證券市場掛牌標的之交易幣別可能含有多種幣別(如倫敦交易所除 GBP/GBP，另有 USD 或 EUR 幣別之商品)，若委託人委託受託人以特定金錢信託指定投資之商品幣別非該證券市場之主要交易幣別，則其申購/買回手續費以主要交易幣別之申購/買回手續費計算之。範例：倫敦交易所主要交易幣別為 GBP/GBP，申購/買回手續費 1.5%(最低申購/買回手續費為[GBP \$45])，若投資之商品交易幣別為 USD，則申購/買回手續費依 1.5%計算，最低申購/買回手續費為[USD \$40]；若投資之商品交易幣別為 EUR，則申購/買回手續費依 1.5%計算，最低申購/買回手續費為[EUR \$50]。

\*\*申購及買回手續費計算方式如下：申購(買回)之單位數\*單位買價(單位賣價)\*手續費率=申購(買回)手續費。若申購(買回)手續費計算未達各證券市場最低手續費門檻，將收取最低手續費，如上表；申購手續費申購時收取，買回手續費自每筆買回款項中扣除。

\*\*\*受託人自委託人申購日起之三年內收取信託管理費，計算方式為買回金額 X 信託管理費率 X 持有天數÷365；每次執行買回交易時，自每筆買回款項中扣除。另境外金融(OBU)最低信託管理費為美金 20 元正(或等值外幣)。來自因公司企業行動而分配之商品，將追溯回原始申購日計算持有天數。

\*\*\*\*同一交易市場並非所有商品皆收取相同規費、交易稅或其他相關費用，且因各交易市場當地股票交易費用不定時變動，將依據當地最新規定計收。計算方式為當地股票交易費用=申購(買回)金額 X 相關費用費率(若有)。

### 3. 外國債券

委託人委託受託人以特定金錢信託指定投資外國債券需支付之費用包括申購及買回手續費、申購時通路服務費以及信託管理費。相關費用如下表：

投資標的	外國債券
信託報酬項目	
申購手續費	申購時收取 0%-2.5% 計算方式： 申購之面額*買價*手續費率=申購手續費。申購手續費於申購時收取。
買回手續費	買回時收取 0%-1% 計算方式： 買回之面額*買價*手續費率=買回手續費。買回手續費自每筆買回款項中扣除。
申購時通路服務費	年化費率 0.5% 計算方式： 投資金額*各該外國債券剩餘年限*年化費率，年化費率將不超過各該外國債券受託投資總金額之 0.5%，各該外國債券剩餘期限未滿一年者，申購時通路服務費將依實際投資期間按比例計算。委託人了解並同意申購時通路服務費已內含於申購指示價格中，並於申購該外國債券時由交易對手一次支付予受託人，如嗣後委託人主動提前買回該外國債券，或發行機構依公開說明書之約定由發行機構強制或經委託人同意買回，前述受託人已收取之申購時通路服務費將不退還交易相對人或委託人。
信託管理費	年化費率 0.2% 計算方式： 買回金額 X 信託管理費率 X 持有天數÷365，受託人自委託人申購日起之三年內依有價證券類型收取，每次執行買回交易時，自每筆買回款項中扣除。 信託管理費收取方式依約定計算方式計收，最低為新台幣貳佰元整(或等值外幣)，如依信託管理費計算方式計算出之金額未達貳佰元整者，以新台幣貳佰元(或等值外幣)計算之。 另境外金融(OBU)最低信託管理費為美金 20 元正(或等值外幣)。(指數股票型基金、股票及存託憑證無最低管理費之限制) 96 年 9 月 30 日(含)以前 申購之委託人仍適用原信託管理費收取方式，特此提醒。

## 八、交易注意事項

### 1. 外國股票、外國指數股票型基金交易注意事項

#### (1) 買賣執行

外國股票、外國指數股票型基金交易價格採 MOC (Market on Close)、限價、市價等方式成交或其他經受託人同意辦理之其他方式成交。MOC 方式即客戶買或賣之成交價在接近交易日收盤價格，並不保證是當日收盤價。限價方式係指委託人指定欲買進或賣出之價格(下稱「限價單指示價格」)，於證券交易所限價單指示價格進行撮合，並以限價單指示價格或優於限價單指示價格之價格成交；市價方式係指委託人不指定欲買進或賣出之價格，而是以該有價證券於證券交易所市場價格或下一個營業日開盤後之市場價格成交。

(2) 受託人在收到委託人之申購交易指示價格後，若委託人指示價格為 MOC、市價單或當日均價單，受託人將先根據委託人申購單位數，乘以交易標的前一日參考價格(為前一日收盤價，價格以受託人系統為準)並加計信託手續費及當地股票交易費用之總金額，自委託人活存帳戶圈存此總金額之百分之一百二十(圈存比例若有調整，以受託人系統為準)；若委託人指示價格為限價單，受託人將根據委託人申購單位數，乘以交易標的限價價格並加計信託手續費及當地股票交易費用之總金額，自委託人活存帳戶圈存此總金額之百分之一百(圈存比例若有調整，以受託人系統為準)。而於確定最終成交金額(含實際成交價格及委託人應負擔之各項費用及稅費)後，才自委託人帳戶扣款。

#### (3) 交易確認

##### A. 美洲股市

a. 外國股票、外國指數股票型基金之交易地點為各該交易所所在之城市，由於台灣與該交易所所在城市可能有時差，所以交易執行及確認以受託人與委託交易商作業時間及該證券交易所當地交易時間為準。

- b. 由於時差限制，外國股票、外國指數股票型基金之交易採批次下單，在受託人受理外國股票、外國指數股票型基金交易之服務時間內，受託人仍保有接單與否之權利。受託人將於受託人規定之時間內收單，並於收單截止時間後作業進行整批下單給委託交易商，但所有交易都必須等到當地證券交易所開盤後才能執行（收單及執行時間請洽詢受託人理財專員）。舉例而言交易所所在地在美國，若委託人於台北時間週一下單，成交價格則視當地交易所週一交易時間盤勢而定（台北時間週一晚間），故台北時間週二早上才能確定所有成交細節。
- B. 歐洲股市
- a. 外國股票、外國指數股票型基金之交易地點為各該交易所所在之城市，由於台灣與該交易所所在城市可能有時差，所以交易執行及確認以受託人與委託交易商作業時間及該證券交易所當地交易時間為準。
- b. 由於時差限制，外國股票、外國指數股票型基金之交易採批次下單，或其他經受託人同意辦理之其他方式下單，在受託人受理外國股票、外國指數股票型基金交易之服務時間內，受託人仍保有接單與否之權利。受託人將於受託人規定之時間內收單，並於收單截止時間後作業進行整批下單給委託交易商，於委託人指定交易市場執行交易，但所有交易都必須等到當地證券交易所開盤後才能執行（收單及執行時間請洽詢受託人理財專員）。舉例而言交易所所在地在歐洲，若委託人於台北時間週一下單，成交價格則視受託人與委託交易商作業時間及當地交易所週一交易時間盤勢而定（台北時間週一晚間），故台北時間週二早上才能確定所有成交細節。
- C. 亞洲、澳洲股市
- a. 外國股票、外國指數股票型基金之交易地點為各該交易所所在之城市，由於台灣與該交易所所在城市可能有時差，所以交易執行及確認以受託人與委託交易商作業時間及該證券交易所當地交易時間為準。
- b. 由於外國股票、外國指數股票型基金之交易市場與台北可能為同一時區或不同時區，外國股票、外國指數股票型基金之交易將盡可能採盤前或盤中下單或其他經受託人同意辦理之其他方式下單，在受託人受理本商品交易之營業時間內，受託人仍保有接單與否之權利。當委託人於受託人下單後，受託人於接到委託人交易指示後下單給委託交易商於委託人所指定之交易市場執行，但可能因受託人內部或委託交易商作業時間、作業控管、市場因素等影響，執行時間產生延遲，受託人及委託交易商將盡速處理，但不保證延遲時間之長短，所以交易執行時間及確認結果以該證券交易所當地交易時間及實際執行結果為準。盤前或盤中下單的執行結果，受託人於執行日的下一個台北營業日早上確定所有成交細節，受託人於當日盤中或收盤後盡速確認實際成交狀況。
- (4) 受託人受理外國股票、外國指數股票型基金交易之服務日與指定執行交易之交易所營業日不同，可能導致證券交割或匯款產生問題，受託人有權利停止執行委託人下單事宜，避免產生違約交割事宜。
- (5) 如因受託人或委託交易商作業時間、不可抗力等因素未能於證券交易所收盤以前下單，該交易將遞延至該證券交易所之次一營業日執行。
- (6) 委託人執行有效期限指示單可能因指示價格特性、標的流動性、市場波動性或其他相關因素，造成有效期限內發生僅部分成交之交易狀況；惟該筆部分成交仍視為有效期限指示單交易完成並結束。該筆有效期限指示單交易結束，受託人收取之相關費用係參照本補充作業規則前述第 4 點之約定辦理。
- (7) 委託人指示受託人執行有效期限交易，有效期間可能遇到台灣與執行交易所營業日與放假日不同，委託人於執行有效期限指示前須清楚明白台灣與指定交易所營業日與放假日狀況，並指示受託人做最佳有效期限天期交易，否則，受託人有權隨時終止執行委託人有效期限交易。
- (8) 有效期限指示單，若於有效日期到期前部分成交，則未成交單位數(股數)之交易指示於交易所當天之營業時間終了後即行失效。有效期限交易、有效天數規定或其他限制條件，依受託人規定且可執行之方式辦理。
- (9) 取消交易:於受託人受理外國股票、外國指數股票型基金之交易指示有效期內，在委託人指示之交易未全數成交前，受託人得受理委託人以書面或其他受託人同意之其他方式申請取消指定交易標的尚未成交單位數(股數)之交易。惟委託人須瞭解有鑑市場交易以及進行指示交易之相關系統（包含受託人、證券商及交易所之交易系統）回傳之時間差，委託人於申請取消交易時，該筆交易可能已成交，故取消交易之申請並不保證該筆交易（或該筆交易之全部）已確認撤回，受託人保留取消交易與否之權利，並有權按實際交易內容執行後續之扣款及匯款等相關事宜。
- (10) 委託人同意受託人有權就委託人投資之外國股票、外國指數股票型基金所生之現金股息、股利、無償配息、換發新股、股權分割、股權合併(反分割)、發行公司解散或破產時可分得之剩餘財產、以及其他相關之證券權益直接進行處理，將處理或處分後所得款項直接存入委託人帳戶，並不通知委託人上述公司活動，惟受託人將盡受託人最大義務處理上述公司活動，委託人對受託人之各項處理行為均無任何異議。委託人並授權受託人得依國內外證券相關法規揭露或履行相關之義務。但除法令另有規定外，非經委託人事前書面指示，且非依受託人及委託人雙方同意之條件、補償及費用，受託人無義務就委託人投資之本商品行使表決權或其他投票權。受託人就股權委託書或與表決權或投票權行使有關之文件無任何責任或義務，亦無庸就是項事宜通知委託人。
- (11) 外國股票、外國指數股票型基金發生現金股息、股利、無償配息、換發新股、股權分割、股權合併(反分割)、發行公司解散或破產時，受託人將依照海外信託財產保管機構指示進行各項證券權益處理，由於接受指示及分配相關之權益資產需要時間，委託人必須明白受託人有義務將相關權益資產處理與分配完畢後，委託人始可進行權益資產之運用，受託人不得在權益資產未處理與分配完畢前，即接受委託人指示權益資產運用。
- (12) 因受託人受託買賣之外國股票、外國指數股票型基金為在外國交易所公開交易之標的，個別商品之公開資訊可由公開資訊網站上獲得，委託人應自行瞭解擬投資或已投資商品及其發行機構之相關資訊。
- (13) 依照國內、外法令或委託人依其登記註冊國、設立國、國籍國、居住國或所在國之法律規定，委託人（如為某特定國籍人民）可能無法投資或持有某投資標的國之證券，或其投資、持有對有價證券發行人或受託人有不利之行政上、稅務上之效果時，受託人有權拒絕執行該委託人就投資該項有價證券所為之各項交易指示，受託人並得通知委託人終止相關約定事項，並贖回該委託人持有之該投資標的證券。
- (14) 依相關金融市場處理有價證券之慣例或其所應適用法定規定，有任何委託人應繳之規費或稅賦，悉由委託人負擔。
- (15) 委託人在進行投資時應諮詢專業的稅務人員有關稅務方面的問題。
2. 外國債券交易注意事項
- (1) 買賣執行  
受託人將依委託人指示之價格為限價辦理交易。限價交易，表示承購價格不得高於限價價格，最終成交價格將依市場狀況於交易日(必須為當地市場營業日)的下一個營業日確定。若交易當日市價高於限價價格，受託人將不為委託人執行交易。
- (2) 當委託人決定與受託人進行交易並完成申請手續後，受託人將先行自與債券相同幣別的活期存款帳戶中圈存交易金額(含債券投資本金、信託手續費及前手息(如有))，且以參考價格加 0~3%計算圈存之債券投資本金及信託手續費。受託人之委託經紀商確認成交金額後，受託人於執行日的下一個營業日自委託人的活存帳戶扣除最終應交割金額。次級市場債券主要受限於市場流動性與價格波動等因素，交易不保證成交。
- (3) 交易確認  
台灣與指定執行交易之交易所營業日與放假日不同，可能導致證券交割或匯款產生問題，受託人有權利停止執行委託人下單事宜，避免產生違約交割事宜。
- (4) 委託人須瞭解債券交易價格波動較大，任何時點報價僅供參考，委託人在從事次級市場交易時，實際成交價格以市場之供需狀況決定。受託人委託之經紀商將盡最大努力，依各債券交易市場之規範與慣例，為委託人從事買賣，但委託人應自負本金虧損之風險。
- (5) 一般來說，委託人於次級市場購買債券時，需支付前手息，發行機構將於債券付息日支付債券持有人依債券條件所定之配息，前手息為支付前手債券持有人從上次付息日後至本次次級市場購買後債券交割日(不含)間之應計票息，受託人委託之經紀商將於交易時依據彭博資訊系統計算實際前手息，一切依據國際市場慣例及委託經紀商確認為主。
- (6) 利息及本金贖回支付日期：受託人將盡可能在配息日及贖回日後儘速配發，配息款及贖回款於配息日及贖回日至實際入帳日期間並不計息。
- (7) 就外國債券之配息金額、提前贖回金額、到期贖回金額之入帳，若因發行機構之計算錯誤或任何不可歸責於受託人之因素導致入帳金額錯誤，受託人得進行更正並將溢付金額自委託人帳戶內扣除無須通知委託人；倘委託人帳戶內餘額不足時，委託人應於受託人通知後立即將相關金額返還予受託人。

- (8) 本商品發生現金配息、發行公司解散或破產時，受託人將依照海外信託財產保管機構指示進行各項證券權益處理，由於接受指示及分配相關之權益資產需要時間，委託人必須明白受託人有義務將相關權益資產處理與分配完畢後，委託人始可進行權益資產之運用，受託人不得在權益資產未處理與分配完畢前，即接受委託人指示權益資產運用。
- (9) 若債券發行機構有提前買回權利，發行機構有權於到期日前依產品條件以 100% 債券面額行使提前買回權。
- (10) 委託人向受託人提出交易指示後，即不得再以任何理由撤回或撤銷。
- (11) 依美國稅法規定，非美國公民或居民所收取之美國來源所得，須由所得給付人依收入類型預扣美國所得稅或享有免稅優惠。若本商品之債券利息收益係為美國來源所得，則如所得人填具及遞交有效之美國國稅局表格 **W-8BEN** 表，該利息收益得享免稅優惠。如所得人未填具及遞交有效之 **W-8BEN** 表給所得給付人，該所得給付人應依美國稅法規定以 **30%** 最高稅率預扣該所得人美國所得稅。
- (12) 委託人依其登記註冊國、設立國、國籍國、居住國、或所在國之法律規定，委託人可能無法投資或持有某項外國債券，或依據發行機構所在地主管機關所頒布之法令規定，發行機構就某項外國債券不得辦理特定金錢信託服務時，遇有上述情事，受託人有權拒絕執行委託人就該項外國債券所為之各項交易指示，受託人並得通知委託人終止以特定金錢信託資金投資外國債券之契約或自動贖回委託人持有之該項贖回標的，委託人同意無條件辦理。
- (13) 委託人指示受託人執行有效期限交易，有效期間可能遇到台灣與執行交易市場營業日與放假日不同，委託人於執行有效期限指示前須清楚明白台灣與指定交易市場營業日與放假日狀況，並指示受託人做最佳有效期限天期交易，否則，受託人有權隨時終止執行委託人有效期限交易。
- (14) 有效期限交易、有效天數規定或其他限制條件，依受託人規定且可執行之方式辦理。

#### 九、交割方式：

- 若委託人活存帳戶之帳戶餘額未達前項應圈存之數額時，受託人得不進行前項申請交易。
- 萬一確定申請最終成交金額大於圈存金額，委託人授權受託人得逕自委託人於受託人存款帳戶扣款以支付不足之金額，若涉及不同幣別，匯率以受託人之牌告匯率之中價計算，若委託人於受託人存款帳戶金額不足扣抵且無法於受託人通知期限內補足金額，委託人授權受託人得逕行以市價賣出所持有之有價證券，並將賣出之金額支付不足之金額及因此所生之一切相關費用，剩餘金額返還至委託人於受託人存款帳戶或另約定之其他帳戶。
- 委託人同意，倘委託人信託帳戶內信託財產帳載資料發生錯誤，不論該等錯誤係發行機構、受託人、保管銀行或因其他原因所致，受託人得於發現該等錯誤後，立即逕行更正委託人信託帳戶內信託財產之帳載資料並通知委託人，如前述發生錯誤之信託財產業經贖回者，委託人同意於經受託人通知後立即將贖回款返還予受託人。

#### 十、國際金融業務分行客戶應注意事項：

國際金融業務分行委託人不適用「金融消費者保護法」之金融消費爭議處理機制，國際金融業務分行委託人應詳閱相關產品文件，且應充分瞭解所投資之境外金融商品，除該商品之相關產品文件另有記載或法令另有規定外，係未經主管機關審查或核准，亦不適用備查或申報生效之規定，僅得於國際金融業務分行對中華民國境外客戶為推介及交易對象。

#### 十一、其他約定注意事項

- 受託人得隨時增修本補充作業規則，惟須依據 II、信託帳戶約定事項貳、特定金錢信託投資國內外有價證券信託契約第十一條約定辦理。
- 本商品之其他相關事宜，應適用受託人開戶總約定書、受託人特定金錢信託資金投資國內外有價證券作業規則及其他相關文件之約定，但如本補充作業規則之約定與開戶總約定書或受託人特定金錢信託資金投資國內外有價證券作業規則之約定有出入時，應優先適用本補充作業規則之約定。本補充作業規則約定事項將來如因法令規定或受託人規定變更而與新規定牴觸時，應依新規定辦理。
- 其他未盡事宜，悉依有關法令、政府政策、市場慣例辦理。

### III、其他事項

#### 壹、渣打國際商業銀行個人資料蒐集、處理、利用告知事項(2013.10 版)

親愛的客戶您好，渣打國際商業銀行(以下稱「貴行」)為提供金融服務或商品，就 貴行現有或日後自 臺端或 臺端任職、投資、擔保或保證之公司或組織(以下稱「公司」)所取得之 臺端之個人資料，得依法蒐集、處理、利用與國際傳輸。由於個人資料之蒐集，涉及 臺端的隱私權益，貴行特此依據個人資料保護法(以下稱「個資法」)第八條第一項規定，告知 臺端下列事項：(一)蒐集之目的(二)個人資料之類別(三)個人資料利用之期間、地區、對象及方式(四)當事人依個資法第三條規定得行使之權利及方式(五)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。

- 有關 貴行蒐集 臺端個人資料之目的、個人資料類別及個人資料利用之期間、地區、對象及方式等內容，請 臺端詳閱附表如下。
- 依據個資法第三條規定，臺端就 貴行保有 臺端之個人資料得行使下列權利：
  - 除有個資法第十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 貴行依個資法第十四條規定得酌收必要成本費用。
  - 得向 貴行請求補充或更正，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。
  - 貴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 貴行請求停止蒐集。
  - 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 貴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，貴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。
  - 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 貴行請求刪除、停止處理或利用 臺端之個人資料。惟依該項但書規定，貴行因執行業務所必須或經 臺端書面同意者，不在此限。
- 臺端如欲行使上述個資法第三條規定之各項權利，請洽 貴行全台分行或致電 24 小時客戶服務中心 02-4058-0088。除與 臺端申辦之業務相關的郵件、帳單或通訊外，若 臺端不欲接到 貴行其他行銷郵件或通訊，請致電 貴行免付費服務專線：0800-051234。
- 臺端得自由選擇是否提供相關個人資料及類別，惟 臺端所拒絕提供之個人資料及類別，如果是辦理業務審核或作業所需之資料，貴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。
- 臺端同意 貴行有權修訂此「個人資料蒐集、處理、利用告知事項」，並同意 貴行於修訂後，得以言詞、書面、電話、簡訊、電子郵件、傳真、電子文件、或其他足以使 臺端知悉或可得知悉之方式，告知或轉交 臺端修訂要點(包括但不限於以前述方式告知提供詳載本告知事項內容之網站連結供 臺端連結詳閱)。
- 如 臺端或公司與 貴行先前簽訂之契約或文件所訂定或約定與個人資料之蒐集、處理、利用、國際傳輸有關條款與此「個人資料蒐集、處理、利用告知事項」有所歧異者，以此「個人資料蒐集、處理、利用告知事項」及其後 貴行修訂之版本為準。

#### 附表

特定目的說明	貴行 (1) 處理 臺端或公司與 貴行往來交易之目的；(2) 貴行及 貴行所委託之第三人向 臺端推介 貴行各項業務(包括但不限於 貴行之存款、房貸、信貸、信用卡、財富管理、投資商品等業務)之目的；(3) 貴行與第三人共同行銷、交互運用客戶資料或合作推廣之目的；(4) 控管風險、執行洗錢防制作業、對金融犯罪、內部舞弊、外部詐欺等風險進行管理、配合全球打擊恐怖份子調查之目的；(5) 一般金融同業徵信、財務資訊交換之目的；(6) 向有關方(包括但不限於金融聯合徵信中心、勞工保險局)查證 臺端個人資料之目的；(7) 貴行從事任何相關法令所允許之其他事項，或其他 貴行(包括但不限於 貴行之分行)業務服務之目的；及(8) 貴行業務或營運管理或渣打集團管理需要之目的(包括但不限於客戶管理、風險控管、資料庫管理、稅務)，依據法務部頒布「個人資料保護法之特定目的及個人資料類別」就不同業務類別所可能涉及之特定目的說明如下，但實際蒐集之特定目的仍以 貴行與您實際往來之相關金融服務或商品為準。						
	業	一、存匯業務	二、授信業務	三、信用卡業	四、外匯業務	五、有價證券	六、財富管理

業務類別			業務		業務	業務	目或組織章程所定之業務，或經中央主管機關核准辦理之其他有關業務(例如：代銷公債、國庫券、公司債券及公司股票、辦理保管及倉庫業務、辦理出租保管箱業務、辦理與營業執照上各款業務有關或經主管機關核准之代理服務業務、發行金融債券、代售金塊、金幣及銀幣、辦理政府債券自行買賣業務、辦理期貨交易輔助業務、發行現金儲值卡業務、不動產之信託、擔任遺囑執行人及遺產管理人、擔任破產管理人及公司重整監督人、辦理保管業務、提供投資、財務管理及不動產開發顧問服務、共同行銷或合作推廣業務...等。)
業務特定目的及代號	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 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：收受各種存款、辦理國內匯兌、代理收付款項、其他經中央主管機關核准辦理之有關業務等)	022 外匯業務 067 信用卡、現金卡、轉帳卡或電子票證業務 082 借款戶與存款戶存借作業綜合管理 088 核貸與授信業務 106 授信業務 111 票券業務 126 債權整貼現及收買業務 154 徵信 181 其他經營合於營業登記項目或組織章程所定之業務(例如：辦理放款、辦理商業匯票之承兌、簽發國內信用狀、保證發行公司債券、辦理國內保證業務、辦理外幣間保證金交易業務、應收帳款承購業務、其他經中央主管機關核准辦理之有關業務等)	022 外匯業務 067 信用卡、現金卡、轉帳卡或電子票證業務 082 借款戶與存款戶存借作業綜合管理 088 核貸與授信業務 106 授信業務 154 徵信 181 其他經營合於營業登記項目或組織章程所定之業務(例如：辦理信用卡業務、其他經中央主管機關核准辦理之有關業務等)	022 外匯業務 036 存款與匯款業務 082 借款戶與存款戶存借作業綜合管理 088 核貸與授信業務 106 授信業務 154 徵信 181 其他經營合於營業登記項目或組織章程所定之業務(例如：出口外匯、進口外匯、外幣存款、外幣貸款及外幣擔保付款之保證業務、辦理買賣外幣現鈔及旅行支票業務、其他經中央主管機關核准辦理之有關業務等)	111 票券業務 044 投資管理 082 借款戶與存款戶存借作業綜合管理 088 核貸與授信業務 094 財產管理 106 授信業務 154 徵信 166 證券、期貨、證券投資信託及顧問相關業務 037 有價證券與有價證券持有人登記 181 其他經營合於營業登記項目或組織章程所定之業務(例如：投資有價證券、辦理有價證券買賣融資融券業務、辦理短期票券經紀、自營、簽證及承銷業務、代理有價證券發行、轉讓、登記及股息利息紅利之發放事項、辦理有價證券簽證、擔任債券發行受託人及辦理有關代理服務事項、擔任股票及債權發行簽證人、公司債及金融債券自行買賣業務、辦理債券自行買賣業務、提供有價證券發行、募集之顧問服務、受託保管證券投資信託資金、代理債券承銷業務、兼營證券投資顧問業務、其他經中央主管機關核准辦理之有關業務等)	022 外匯業務 036 存款與匯款業務 044 投資管理 068 信託業務 082 借款戶與存款戶存借作業綜合管理 166 證券、期貨、證券投資信託及顧問相關業務 094 財產管理 181 其他經營合於營業登記項目或組織章程所定之業務(例如：辦理主管機關核准辦理之衍生性金融商品業務、辦理依信託法核定辦理之業務、金錢債權及其擔保物權之信託、以信託方式辦理全權委託投資業務、代客買賣有價證券、有價證券之信託、兼營證券投資顧問業務、其他經中央主管機關核准辦理之有關業務等)	181 其他經營合於營業登記項目或組織章程所定之業務(例如：其他經中央主管機關核准辦理之有關業務等)

共通特定目的及代號	040 行銷 059 金融服務業依法令規定及金融監理需要，所為之蒐集處理及利用 060 金融爭議處理 063 非公務機關依法定義務所進行個人資料之蒐集處理及利用 069 契約、類似契約或其他法律關係管理之事務 090 消費者、客戶管理與服務 091 消費者保護 098 商業與技術資訊 104 帳務管理及債權交易業務 136 資(通)訊與資料庫管理 137 資通安全與管理 157 調查、統計與研究分析 182 其他諮詢與顧問服務 001 人身保險 004 土地行政 013 公共關係 020 代理與仲介管理 025 犯罪預防、刑事偵查、執行、矯正、保護處分、犯罪被害人保護或更生保護事務 030 仲裁 032 刑案資料管理 035 存款保險 038 行政執行 039 行政裁罰、行政調查 048 幣券行政 061 金融監督管理與檢查 066 保險監理 078 計畫、管制考核與其他研考管理 081 個人資料之合法交易業務 093 財產保險 097 退撫基金或退休金管理 107 採購與供應管理 109 教育或訓練行政 113 陳情、請願、檢舉案件處理 120 稅務行政 121 華僑資料管理 122 訴願及行政救濟 127 募款(包含公益勸募) 129 會計與相關服務 148 網路購物及其他電子商務 150 輔助性與後勤支援管理 152 廣告或商業行為管理 160 憑證業務管理 173 其他公務機關對目的事業之監督管理 176 其他自然人基於正當性目的所進行個人資料之蒐集處理及利用 177 其他金融管理業務 181 其他經營合於營業登記項目或組織章程所定之業務
蒐集之個人資料類別	姓名、身分證統一編號、性別、出生年月日、通訊方式及其他詳如相關業務申請書或契約書之內容等，依據法務部頒布「個人資料保護法之特定目的及個人資料類別」 貴行蒐集 臺端之個人資料包含如下類別，惟詳細個人資料以 貴行與客戶往來之相關業務、帳戶或服務及自客戶或第三人處(例如：財團法人金融聯合徵信中心)所實際蒐集之個人資料為準。 一、識別類 C001 至 C003 (如姓名、電話、銀行帳戶號碼、信用卡號碼、身分證統一編號等) 二、特徵類 C011 至 C014 (如年齡、性別、出生年月日等) 三、家庭情形 C021 至 C024 (如結婚有無、配偶姓名等) 四、社會情況 C031 至 C041 (如住所地址、所有之動產或不動產、護照、工作許可文件、嗜好等) 五、教育、考選、技術及其他專業 C051 至 C054 (如學歷、畢業學校等) 六、受僱情形 C061 至 C068 (如僱主、工作職稱、薪資等) 七、財務細節 C081 至 C094 (如收入、負債、信用評等、外匯交易紀錄、票據信用等) 八、商業資訊 C101 至 C103 (如經營的商業種類等) 九、健康與其他 C111、C114 至 C116、C119 (如您的治療及診斷紀錄等) 十、其他各類資訊 C131 至 C133 (如未分類之資料、電子郵件等)
個人資料利用之期間	一、特定目的存續期間。 二、依相關法令所定(例如商業會計法等)或因執行業務所必須之保存期間或依個別契約就資料之保存所定之保存年限(以期限最長者為準)或另經 臺端書面同意之較長期間。
個人資料利用之地區	下述「個人資料利用之對象」欄位所列之利用對象其國內及國外所在地。
個人資料利用之對象	一、貴行(含受 貴行委託處理事務之委外機構，包括但不限於受委託處理行銷、稅務行政、電信、電腦系統作業、資料登錄、處理、輸出入、後勤作業、文件掃描作業、表單列印、裝封、交付郵寄、轉匯、存、付款、交換、徵信、催收等各項與 貴行處理交易及作業有關之事項)、貴行海外分支機構、貴行國內與海外之關係企業。 二、依法令規定利用之機構(例如：貴行母公司或所屬金融控股公司等)。 三、其他業務相關之機構(例如：通匯行、財團法人金融聯合徵信中心、財團法人聯合信用卡處理中心、台灣票據交換所、財金資訊股份有限公司、臺灣證券交易所股份有限公司、臺灣期貨交易所股份有限公司、財團法人中華民國禮儀買賣中心、臺灣集中保管結算所股份有限公司、同業公會、財團法人金融消費評議中心、信用保證機構、信用卡國際組織、收單機構暨特約商店、財團法人中小企業信用保證基金、貴行與 貴行國內與海外之關係企業委託處理業務之第三人、未受中央目的事業主管機關限制之國際傳輸個人資料之接收者、其他與 貴行有業務往來之機構等)。 四、依法有權機關或金融監理機關。 五、客戶所同意之對象(例如 貴行共同行銷或交互運用客戶資料之公司、與 貴行合作推廣業務之單位等)。 前揭利用對象包括但不限於揭露個人資料給(1) 貴行之母公司、任何其子公司或控股公司之子公司、關係企業、在任何地區之辦事處或分行(下稱「被核准之人」)；(2)為被核准之人提供服務且為被核准之人負有保密責任之專業顧問及服務提供者；(3)對於 貴行依任何合約與 臺端或公司間之權利及/或義務，有事實上或潛在之參與之人、次參與人、或受讓與、承擔、或移轉之人(任何前揭人之代理人或顧問)；(4)任何信用評等機構、任何被核准之人之保險公司或保險經紀人，或直接或間接對任何被核准之人提供信用保障之人；(5)法令或任何對於被核准之人有管轄權之政府、半官方、行政、規範或監督之主體或機構、有權主管機關、法院或仲裁庭要求者。
個人資料利用之方式	符合個人資料保護相關法令以自動化機器或其他非自動化之利用方式，包括但不限於建檔、揭露、轉介、交互運用、處理、國際傳輸、或為其他合理使用。

## 貳、外匯指定銀行辦理人民幣業務風險預告書

由於目前人民幣仍須受我國及大陸地區相關法規的限制，立約人與渣打國際商業銀行(「貴行」)辦理本項業務可能面臨下列風險：

### 一、立約人應充分瞭解人民幣結購/售或結算交割將受到相關規定規範及限制，其原持有人民幣資產、或負債可能因法令或政策之變更，或因人民幣清算服務限制，導致必須改以其他貨幣作為收、付的工具：

- (一)人民幣結購與結售限額應依相關外匯業務規定辦理，與其他外幣可能不同，立約人因承作相關人民幣商品(包括衍生性金融商品)而有收付人民幣情形時，應注意結購與結售人民幣之限額、時程及相關程序。
- (二)立約人原持有之人民幣資產、負債或因交易而產生之給付義務均可能因法令或政策之變更，或因人民幣清算服務限制，導致影響人民幣資金在市場的供需，進而影響相關交易之結算交割，雖銀行業對原已受理之人民幣案件後續作業，仍盡力尋求其他解決管道及方式，但必要時有將依當時市場匯率，改以其他幣別結算交割之可能。
- (三)立約人辦理人民幣授信業務時，應考量貸款到期時本身人民幣資金之還款能力，若屆期無法以人民幣還款而須以其他外幣還款時，立約人可能面臨匯兌風險。
- (四)立約人辦理人民幣授信業務，雖與 貴行於授信契約中約明借款金額或額度，惟因於法令或政策變更，或人民幣清算服務限制，致 貴行撥款時，立約人將受有資金短缺之風險；如改以其他外幣撥款，立約人可能因匯率波動而衍生匯差風險。

### 二、立約人應充分瞭解人民幣進出大陸地區時將受到當地法令限制：

- (一)辦理大陸地區人民幣匯出及匯入者，若不符合大陸當地所規定之身分資格者，其人民幣資金不得任意進出大陸地區。倘若立約人將人民幣資金匯往大陸地區，但因前述原因，導致人民幣匯款不能送達時，貴行將協助辦理退匯，但其所需之郵電費及國外銀行收取之費用均由立約人負擔，且直接自匯款金額中扣除。且為符合大陸當地主管機關規定，貴行可能需將該筆匯款換回原始之承作幣別，立約人可能因匯率變動而遭受損失。並請注意，大陸當地之法令，可能隨時變更。
- (二)立約人辦理人民幣貸款如擬在大陸地區使用，立約人須先取得大陸當地主管機關批准相關人民幣資金得在大陸匯入及匯出，並遵守大陸現行外債管理規定辦理外債登記，如因立約人未依大陸相關法令辦理，以致已撥付之人民幣無法匯往大陸支應需求或遭退匯時，其所衍生之借款利息及相關費用均由立約人自行負擔。

**三、立約人應充分瞭解涉及人民幣衍生性金融商品會受市場以外因素，影響交易之風險及評價結果：**

- (一) 涉及人民幣衍生性金融商品，除受一般市場變動因素影響外，尚會受到大陸地區或其他地區法令或政策變更，或因人民幣清算服務限制，影響人民幣資金在市場的供需，進而導致匯率、利率或其他相關連結標的波動幅度可能較大，可能影響交易之損益及市價評估。
- (二) 立約人從事人民幣相關交易，可能因人民幣清算服務限制，或非公開市場交易或特殊情況發生，而影響人民幣之可取得性、可流動性及可轉讓性，進而造成交易風險或評價損失擴大。

**四、立約人應充分瞭解人民幣匯率及其他價格可能適用不同市場之連結標的，而影響交易之結算交割及市價評估結果：**

- (一) 人民幣匯率目前有大陸地區境內人民幣匯率及大陸地區境外人民幣匯率，大陸地區境外人民幣匯率亦有可能多種匯率指標，各有其交易市場。不同匯率指標可能衍生適用不同之利率或其他相關連結標的。前述指標可能因市場流動性及其他因素而彼此趨近或偏離，其衍生適用之連結標的價格亦因此受影響。不同匯率或連結標的的衍生性金融商品，結算交割及市價評估之依據亦有不同，各自按其契約約定內容為之。立約人於從事交易前應充分瞭解該交易所適用之匯率、利率及相關連結標的的價格，並自行評估其衍生之交易風險及損失。
- (二) 鑑於影響市場變動因素甚多，導致匯率波動幅度可能極大，立約人從事人民幣相關交易，可能因市況起伏不定或特殊情事發生，導致立約人之交易風險或評價損失。爰立約人於從事該筆交易前，應考量本身財務狀況及承受風險之能力，並充分瞭解該筆交易所涉財務、會計、稅制及相關法律規定；立約人明瞭並願意自行承受因進行交易所可能衍生之交易風險及損失。

**五、立約人了解並同意 貴行辦理人民幣業務，除須遵守有關主管機關對人民幣跨境結算之法規命令外，並須遵守相關清算及結算協議、代理結算協議、相關清算銀行、代理銀行及清結算系統的任何規定、規則、行政指導、要求或規範之限制，立約人同意 貴行可拒絕執行不符合上述規範之交易申請，且同意 貴行可能因上開限制而需調整或限制部分服務，或於立約人開立之人民幣帳戶做必要之處置，或需提供相關證明單據予相關主管機關或清算及結算銀行；立約人辦理人民幣跨境貿易，需提出有關的證明單據，以符合跨境貿易結算的定義及制度要求；不符該條件者只能以離岸(非大陸地區)人民幣方式結算，貴行無法與人民幣清算行或代理行進行平倉及清結算，為符合上開規定，立約人同意 貴行可因上述原因在立約人帳戶為必要處置。且凡有違反中央銀行「銀行業辦理外匯業務管理辦法」規定情節重大者，貴行將不再受理其人民幣跨境貿易相關交易。****六、立約人在辦理本項業務前應確認，已充分瞭解上述有關人民幣業務之應注意事項及其潛在風險。****七、立約人了解並同意 貴行依個人資料保護法之規定另以書面提供之「個人資料蒐集、處理、利用告知事項」(下稱「告知事項」，如附錄)之內容，並已轉交或將轉交立約人所提供個人資料之相關人員，且該等人員均已同意依該「告知事項」內容與相關法令規定之蒐集、處理及利用其個人及交易往來資料。如「告知事項」有修訂，立約人同意 貴行得以言詞、書面、電話、簡訊、電子郵件、傳真、電子文件、或其他足以立約人知悉或可得知悉之方式，告知修訂要點，並同意將修訂後「告知事項」交付予相關人員。****八、立約人在辦理本項業務前應確認，已充分瞭解上述有關人民幣業務之應注意事項及其潛在風險。****附錄****「個人資料蒐集、處理、利用告知事項」**

- (一) 非公務機關名稱：大陸商中國銀行股份有限公司臺北分公司(「中銀臺北」)、渣打國際商業銀行(「貴行」)
- (二) 蒐集之目的：為處理人民幣清算及結算、金融監督、管理與檢查、契約、類似契約或其他法律關係管理之事務目的及 貴行個人資料蒐集、處理、利用告知事項內所載之其他目的。
- (三) 個人資料之類別：包括姓名、臺灣身分證統一編號、臺胞證號碼、性別、出生年月日、戶籍資料、通訊方式、簽字樣本等，詳如相關業務申請書或約書內容，並以授權人員、相關匯款人及收款人或 貴行客戶因本清算及結算業務關係所提供及自授權人員、相關匯款人及收款人、 貴行客戶或第三人處所實際蒐集之個人資料為準。
- (四) 個人資料利用之期間、地區、對象及方式
  1. 期間：(1)特定目的存續期間，或(2)依大陸或臺灣相關法令所定(例如：臺灣商業會計法等)或因執行業務所必須之保存期間或依個別契約就資料就資料之保存所定之保存年限。(以孰晚屆至者為準)。
  2. 對象：(1)中銀臺北、中銀臺北之總行與其他海外分支機構，及受中銀臺北委託處理事務之委外機構、(2)其他業務相關之機構(例如：通匯行、參加行、財團法人聯合金融徵信中心、臺灣票據交換所、財資訊股份有限公司等)、(3)未受目的事業主管機關限制之國際傳輸個人資料之接收者、(4)依相關法令對前開機構有管轄權之機關或有關監督機關及 貴行及/或個人資料當事人所同意之對象及(5) 貴行個人資料蒐集、處理、利用告知事項內所載之對象。
  3. 地區：前揭利用對象之國內及國外所在地。
  4. 方式：貴行個人資料蒐集、處理、利用告知事項內所載之方式。
- (五) 當事人依個人資料保護法第三條得行使之權利及方式
  1. 得向中銀臺北/貴行查詢、請求閱覽或請求製給複製本，而中銀臺北/貴行依個人資料保護法第 14 條得酌收必要成本費用。
  2. 得向中銀臺北/貴行請求補充或更正，惟授權人員、相關匯款人及收款人或 貴行客戶應依法適當釋明其原因事實。
  3. 得向中銀臺北/貴行請求停止蒐集、處理或利用，惟中銀臺北/貴行因執行業務及履行法定義務所必須者，得不予停止處理及利用。
  4. 得向中銀臺北/貴行請求刪除，惟中銀臺北/貴行因執行業務及履行法定義務所必須者，得不予停止處理及利用。
- (六) 當事人得自由選擇提供個人資料時，不提供將對其權益之影響：授權人員、相關匯款人及收款人或 貴行客戶得自由選擇是否提供相關個人及交易資料，惟授權人員、相關匯款人及收款人或 貴行客戶若拒絕提供相關個人及交易資料，中銀臺北/貴行將無法提供人民幣清算及結算及相關金融服務。

### 參、特定金錢信託資金投資外國股票、外國指數股票型基金及外國債券商品說明、風險預告書

#### 一、外國股票商品說明、風險預告書

##### 1. 外國股票介紹

- (1) 外國股票包含公司普通股、特別股及存託憑證(Depository Receipt)。公司普通股是指在公司的經營管理和盈利及財產的分配上享有普通權利的股份。公司盈餘上升，普通股股東就有機會獲得較大的報酬。但在公司清算或發放股息時，普通股股東是排在債權人和特別股股東之後，最後獲得財產分配的人。
- (2) 特別股具有普通股和債券之性質，持有人一般可享有固定的配息，但仍需視發行機構獲利狀況以決定配息與否。發行機構有權可提前買回特別股，買回價格依市場機制而定。特別股一般皆有到期日，部分則屬於永續債券。
- (3) 存託憑證(Depository Receipt)是表彰一定數量的本國公司股票之憑證，是國際性的存託銀行(Depository Bank)為原本已經在本國發行的股票，於外國發行的交易憑證。憑證在美國發行稱美國存託憑證(ADR)，在歐洲發行稱歐洲存託憑證(EDR)，全球存託憑證(GDR)則泛指在上述兩國際主要市場交易的存託憑證。存託憑證的權利義務與所表彰的普通股股票相同。

##### 2. 投資應注意的資訊及報告

###### (1) 公司簡介

委託人應瞭解所投資之公司狀況，該公司簡介重點如下：

- A. 公司簡介：介紹該公司的行業別、產品及營收狀況。
- B. 營收分布：各產品線的營收分布比例。
- C. 股價走勢及股價表現：顯示股價的歷史資料。
- D. 發行量：以流通在外的上市股票或存託憑證發行總量。
- E. 盈餘成長：公司過去每年盈餘成長率。
- F. 前一年營收：前一個會計年度該公司的總營業收入。
- G. 帳面價值：帳面價值指的是股票實際的資產價值，也就是公司的總資產淨額(總資產減去總負債)除以發行股數後所得出的值。
- H. 市值：總流通股數乘上股價，也可以被視為是公司在市場的總價值。
- I. 股東權益報酬率(ROE)：是股東投資回報的比率，常用於比較同業的公司或評估公司的收益趨勢。計算方法是用公司稅後收益除以股東股本，顯示由於股東提供的資源，公司產生利潤的效率如何。
- J. 長期負債/資本比：用於衡量公司的財務槓桿效益，顯示長期負債佔資本的比率。
- K. 股利：過去一年每股所發放的現金股利總額。
- L. 股利率：每股年股息除以普通股每股價格。
- M. 每股盈餘：說明公司增長率和收益率最常用的比率，等於公司總盈餘除以已發行股數，顯示股票為股東帶來的回報，隨時間變化的每股盈利可以與同行業或同產業的其他公司進行比較，以便了解相關表現的全貌。
- N. 本益比：顯示市場願意為一間公司的盈利所支付的金額，等於股價除以每股盈餘，它反映了對公司前景的看法，也可能意味著相對其他性質相同的公司，該公司股價是否被高估或低估。

###### (2) 公開說明書

閱讀一份公開說明書時，須注意以下細節：

- A. 概要：公司歷史概況、業務類型、計畫和前景以及發行的時間表。
- B. 風險：顯示公司可能出現失誤的重要部分、公司的市場或所營運的經濟環境。
- C. 行業概況：公司所從事的行業及行業前景。
- D. 業務部份：公司在收入、利潤、股息等方面的表現。
- E. 管理層詳情：董事和高層管理人員的背景、歷史和資格。
- F. 收益的運用：資金的用途，如發展、償債或回報現有股東。
- G. 未來計畫和前景：管理層策略。
- H. 資訊來源：可以在掛牌交易所網站或該公司官方網站查詢公開說明書資料。

###### (3) 年報

年報幫助投資者了解公司的經營狀況，可以至掛牌交易所網站或至該公司官方網站上查詢年報。年報的前幾頁是公司目標概述和實現目標的情況，可以根據年報仔細研究：

- A. 董事長聲明：概括一年裡公司的活動、正在變化的形式概況、已實現未實現及要建立的目標、來年展望、採取的行動等。其他資料有：將發放的股息、董事認股權計畫的細節、主要股東、主要客戶和供應商、有關交易等。
- B. 銷售和市場：包括公司銷售的產品、銷售時間、銷售地點及銷售方式；產品內容、部門、營運的範圍等部份。
- C. 財務數據十年總結：查看每年收入和利潤是否增加。
- D. 管理層討論和分析：注意關於以往幾年重大財務走勢的討論。
- E. 會計師意見書：由會計師所提出對公司財務的意見。
- F. 財務報表：查看銷售、利潤、研究與發展支出；期間變化的存貨與債務水準。
- G. 附屬公司、分公司和地址：總部、海外分銷網路、以及公司擁有的產品及商標名稱。
- H. 董事和高級職員名單：董事人數、內部人員及外部人員名單。
- I. 股價歷史：隨時間演進的股價總趨勢和公司上市的交易所股息派發紀錄。

##### 3. 公司相關活動

- a. 股息：股息是公司用於回報股東的部分盈餘，可以發放現金股息或股利股息。股息可提供定期持續的回報，但公司並沒有責任一定要支付股息。投資者買入一支盈餘穩定增長的股票，公司持續發展，股息可能增長，投資獲利也就可能更高。在股息宣佈日(declaration date)，董事會公佈公司何時配息的日期(配息日，payment date)、配息的股數或金額、除息日(ex-dividend date)。
- b. 股份分割：如果一個公司的股票表現良好，股價較高，公司可能以分割來降低股價，增加股份。透過分割股票，公司希望增加股本的吸引力，尤其對那些買不起高價股票的投資者，股票一分為二，一分為十，或任何公司所訂的比例。範例：假設甲擁有 ABC 公司 100 股的股票，每股 100 元。ABC 公司認為每股 100 元的價錢太高，於是公佈將股份一分為二。經由分割後，假持有股數變更為 200 股，而股價則按照分拆的比例變成 50 元一股。在分割前後，投資總額是相等的(100 股\*100 元/股=10000 元，200 股\*50 元/股=10000 元，兩者相同。)

##### 4. 相關收益

- a. 資本利得：投資者以某一價格買入一種股票，然後以較高的價格出售，所賺取的利潤就是資本利得。
- b. 股息收入：持有股票的投資人一般稱之為股東，股東有權分享公司盈餘。股息是盈餘的分配，以每股為單位，可以是現金，亦可以股利股息的形式發放。
- c. 匯兌利得：若以新台幣信託投資以外幣計價之外國股票，賣出時若外幣相對於新台幣升值時，則有匯兌利得。

##### 5. 投資風險揭露：在此所揭露的風險事項係列舉大端，對於交易風險與影響市場行情之因素或許無法詳盡描述，因此委託人於交易前應充分了解本商品之性質及相關財務、會計、稅制或法律等事宜，自行審度本身財務狀況及風險承受程度，始決定是否進行投資，以免因交易遭到無法承受之損失。

- a. 市場風險：由於經濟變化，或出現了其他對市場有影響的事件，致使在一段時間裡股票的價值上升或下降而影響投資損益。

- b. 經營風險：所持有股票發行公司的一些變動，例如：經營上受到景氣變動或公司經營方針錯誤、財務操作或調度失當等影響，導致其業績衰退，進而影響公司股票價格，致使股價下跌，此為經營風險。
- c. 匯兌風險：由於貨幣匯率的波動，若商品屬外幣計價，客戶於投資之初係以新台幣資金或其它非該商品計價之幣別資金投資者，須留意配息或投資金額返還時，轉換回新台幣資金或原幣別時將可能產生之匯兌風險。
- d. 行業風險：一個特定行業的環境變化可能帶來高風險，導致與該行業相關的股價價格下跌。
- e. 本金風險：委託人必須了解本商品之市場交易價格波動大，漲跌並無上限及下限，最大損失為損失所有投資本金。
- f. 當地交易市場風險：委託人應了解本商品係於國外證券市場交易，交易之進行需遵照當地國家之法令及交易市場規定辦理，其或與我國證券交易法之法規有所不同。客戶必須了解本商品之實際交易時間或與台灣有時間落差，因此一旦確定交易將無法取消，也必須承受所有當地市場風險。
- g. 提早收盤與停止交易風險：交易所或市場有提早收盤或發布停止交易的特殊機制，將限制買進或賣出特定證券的能力，而實際的成交價格將可能導致交易損失。
- h. 外國投資風險：外國的股票波動性較大，影響其波動原因包含政經發展、公共安全、人口的變遷、市場的無效率或是投資訊息的不完整與不正確性，造成投資上的風險。
- i. 課稅影響除息後報酬風險：因掛牌國家不同，股票對於利息及資本利得的稅率規範亦不同，所適用稅務規範須以掛牌當地政府法令規範為主。非美國人購買美國掛牌股票於配發現金股利時，配息價金須預扣股利所得稅，將影響配息後之稅後報酬。
- j. 稅賦風險：受託人在所適用法律規定應予預扣的情況下，將依相關稅法規定，於付款時辦理扣繳。若日後因稅法變更，委託人之稅賦將依相關法令規定辦理，委託人之收益將可能不同於申購時之預期。
- k. 流動性風險：本商品可能因流動性不足或其他因素產生無法成交或部分成交之情況，委託人應留意因流動性風險所衍生的價格風險和市場風險。本商品亦可能因持有單位數不足，造成持有之單位數低於最低賣出之單位數之限制，而產生無法賣出之風險。
- l. 信用風險：指公司無法依約償還配息、本金或履行其他義務之風險。
- m. 利率風險：當市場利率有所變動時，市場價格有可能因此受到波動而損及原始投資金額。

依據主管機關規定得受託買賣且經受託人選定得受理者為限，請洽詢受託人理財專員。

## 二、 外國指數股票型基金(Exchange Traded Fund, ETF)商品說明、風險預告書

### 1. 指數股票型基金介紹

- (1) ETF(Exchange Traded Fund)指數股票型基金具備股票流動性與方便性的優點，且具備共同基金投資分散與遵循管理規則的特性，目前廣受全球投資人歡迎，越來越多的投資機構法人或自然人將指數股票型基金納入投資組合中，以落實資產配置及達到投資風險分散的目標。
- (2) ETF 採取被動式管理，追蹤標的指數變化且在證券交易所上市交易之基金，由於 ETF 的目的在於「追蹤標的指數」，委託人以透過買賣指數股票型基金的方式，獲取近似於標的指數變化的報酬率。此外，共同基金普遍出現績效不如大盤指數表現，ETF 可免除共同基金人為因素的干擾，避免看對大盤卻選錯共同基金。
- (3) 指數股票型基金的投資目標是以被動式管理追蹤標的指數的表現以獲得報酬，所以基金經理人會利用各種的財務工具來達到目標，其中包括：股票、債券、交換合約、期貨合約、期貨合約選擇權、遠期合約及其他金融衍生性工具。

### 2. 產品特色

- (1) 簡單：按標的指數的成份及權重投資股票或債券以追蹤標的指數的表現。
- (2) 低廉：相對於一般主動式管理之共同基金頻繁的調整投資組合，指數股票型基金傾向於持有其購入的證券僅隨著標的指數成分的調整而改變，相對降低投資轉換之交易成本，且不需要額外支付投資研究分析費用，營運成本及管理費相對一般主動式管理之共同基金低。
- (3) 分散：指數股票型基金的投資組合中包含標的指數內的主要成分股，除了省去投資人選股的困擾，也可規避直接投資個股風險。
- (4) 透明：指數股票型基金反應標的指數之報酬率，資訊公開透明，各項資訊包含指數股票型基金所持有投資商品明細皆可於公開網站查詢，投資者較容易瞭解及取得資訊。
- (5) 靈活：透過特定金錢信託交易可以在指數股票型基金掛牌交易所營業日於公開市場交易，投資策略靈活富彈性。
- (6) 多樣：指數股票型基金的種類繁多，提供多元化的投資區域與產業選擇。

### 3. 產品應用

- (1) 資產配置：投資 ETF 可以分散單一股票或證券的風險，同時可以建立涵蓋不同市場(包含國家、產業、區域)的投資組合，有助分散投資人資產過度集中於類股、區域的特定風險。
- (2) 核心衛星策略：ETF 可以建立核心與衛星投資策略，核心組合可將波動性較低的 ETF 納入，衛星組合可精選投資積極或市場波動性大的 ETF 產品做積極管理，以追求投資組合的超額報酬。

### 4. 產品種類

- (1) 全球型：所追蹤的標的指數為全球型指數。系統性風險是這類型 ETF 的主要風險之一。
- (2) 區域型、單一國家型：所追蹤的標的指數為區域型指數、國家型指數。這類型 ETF 有集中地域性風險與單一國家風險，甚至有些投資地區屬於新興市場，資本管制及流動性都是主要風險之一。
- (3) 產業型：所追蹤的標的指數為產業型指數，追蹤單一國家或全球的特定產業股票指數。這類型 ETF 主要的風險在於單一產業集中、地域性風險。
- (4) 債券型：所追蹤的標的指數為債券指數。這類型的 ETF 主要的風險在利率風險、通貨膨脹風險及信用風險。
- (5) 僅限專業投資人投資之種類：考量專業投資人之資產規模、專業能力、風險承擔能力較非專業投資人為高，法令對於信託業可受理專業投資人以特定金錢信託方式指定投資之 ETF 規範與非專業投資人有所不同，除以持有股票與債券為主之 ETF 外，另可包含持有現貨、期貨、選擇權、交換合約或其他衍生性金融商品等投資風險較高或產品結構較複雜之 ETF，其種類如反向型、商品型、槓桿型、結構型等，如因法令規定或受託人規定變更時，將依新規定辦理。其主要風險為價格波動風險、投資的技術風險、投資集中風險、交易對手風險、信用風險、持有合約換約風險及 ETF 累積報酬與標的指數累積表現不一致的風險等。
- (6) 其他類型：除了上述類型以外，按既定的投資規則及投資主題管理的 ETF。

### 5. 投資風險揭露

參考資產是由 ETF 組成，ETF 為追蹤標的指數的績效，必須透過投資於實體資產及金融衍生性商品去達到接近於標的指數的風險與報酬。然而 ETF 投資於衍生性商品也同時面臨交易對手的信用風險及其他風險，在交易對手違約的情況下，會產生潛在的信用損失和/或標的指數預期績效的損失。此外，ETF 的實際表現與標的指數的報酬之間存在一些追蹤誤差，這與 ETF 的投資成本相關(將影響 ETF 的價格)，造成 ETF 投資績效可能低於標的指數。在此所揭露的風險事項係列舉大端，對於交易風險與影響市場行情之因素或許無法詳盡描述，因此委託人於交易前應充分了解本商品之性質及相關財務、會計、稅制或法律等事宜，自行審度本身財務狀況及風險承受程度，始決定是否進行投資，以免因交易遭到無法承受之損失。

- (1) 系統風險：ETF 雖為被動式投資，持股多樣化，有助減少非系統性風險與選股風險，但仍存在整體市場風險。
- (2) 當地市場風險：委託人應了解本商品係於海外證券市場交易，交易之進行需遵照當地國家之法令及交易市場規定辦理，其或與我國證券交易法之法規有所不同。客戶必須了解本商品之實際交易市場與台灣有時間之限制，因此一旦確定交易將無法取消，也必須承受所有當地市場風險。
- (3) 價格波動風險：委託人必須了解本商品之市場交易價格波動較大，漲跌幅並無上限及下限，最大損失為損失所有投資本金，且交易之價格不一定等同於基金經理公司公告之淨值，可能高於或低於基金經理公司公告之淨值。
- (4) 被動式投資風險：ETF 並非以主動方式管理，基金經理公司不試圖挑選個別股票，或在逆勢中採取防禦措施。

- (5) 追蹤誤差風險：由於 ETF 的基金經理公司會向 ETF 持有人收取管理費用，加上基金資產與追蹤指數成份股之間存在少許差異，可能會造成 ETF 的資產淨值與標的指數間存在些許落差之風險。
- (6) 匯率風險：若商品屬外幣計價，客戶於投資之初係以新台幣資金或其它非該商品計價之幣別資金投資者，須留意配息或投資金額返還時，轉換回新台幣資金或原幣別時將可能產生之匯兌風險。
- (7) 投資的技術風險：可能使用投資方法，包括股票、債券或其他財務工具。以上投資方法，若出現損失，最大損失金額可能為全部投資部位。
- (8) 集中風險：若 ETF 集中投資在某一產品、產業或國家，將無法達到分散投資的目的。
- (9) 相關性風險：ETF 的投資目標是追求未扣除基金本身相關費用前標的指數的表現，ETF 的走勢可能與其追蹤的標的指數走勢有高度相關，但並不保證一定高度相關，影響相關性的因素包含交易成本、投資技術、資產規模及流動性、股利、佣金、費用、轉換成本、相關收入與會計規範等，這些因素將可能造成 ETF 與投資目標不一致的狀況。
- (10) 交易對手風險：為了達成投資目標，ETF 可能需要合作交易對象，若交易對手有破產或其他因素影響其財務，則將對 ETF 的績效產生負面的影響。
- (11) 信用風險：若 ETF 的發行機構或保證機構、合作交易對象及投資標的因為信用違約無法支付利息或本金，而對 ETF 績效產生負面之影響。
- (12) 提早收盤與停止交易風險：交易所或市場有提早收盤或發布停止交易的特殊機制，將限制買進或賣出特定證券的能力，影響 ETF 重新平衡其投資組合，而實際的成交價格將可能導致交易損失。
- (13) 股票風險：股票市場波動性大，其中與股票市場相關的證券、期貨、選擇權合約或其他工具價值每天將有可能劇烈波動，造成 ETF 價值下降。
- (14) 基金投資外幣風險：若 ETF 投資的標的計價幣別非 ETF 的計價幣別，相對的貨幣升貶值會影響 ETF 的計價幣別資產的變化，一般來說投資標的的計價幣別升值，對 ETF 資產有正面的效益，投資標的的計價幣別貶值，對 ETF 資產有負面的影響。
- (15) 新興市場風險：新興市場其風險大於已開發國家，這些風險包含證券市場的資本較小而產生相關流動性、價格波動、外國投資限制、政府干預經濟、法律不夠完備、社會經濟及政治不確定性等問題的風險。
- (16) 外國投資風險：外國的股票波動性較大，影響其波動原因包含政經發展、公共安全、人口的變遷、市場的無效率或是投資訊息的不完整與不正確性，都可能無法達到水準，造成投資上的風險。
- (17) 地域風險：若投資的標的地區集中在單一國家、某些國家或區域，特別是對政治經濟控制過多的國家或地區，基金的資產價值波動性相對較大。
- (18) 流動性風險：在某些情況下，基金的投資標的或財務工具出現市場中斷事件，相關處置或價格報價將由基金公司決定。本商品可能因流動性不足或其他因素產生無法成交或部分成交之情況，客戶應留意因流動性風險所衍生的價格風險和市場風險。本商品亦可能因持有單位數不足，造成持有之單位數低於最低賣出之單位數之限制，而產生無法賣出之風險；或必須以議價方式賣出，賣出價格比實際市場價格低之風險。
- (19) 市場風險：一般來說，ETF 追蹤標的指數上漲，則 ETF 資產價值也將上漲，反之則下跌。
- (20) 投資組合週轉風險：ETF 的投資組合頻繁交易或是贖回行為將使投資組合週轉增加，高週轉率將增加經濟成本，同時有可能增加資本利得的稅務成本。
- (21) 基金清算風險：當基金之淨資產價值於任何特定的評價日低於規定之最小淨資產價值時，基金公司將賣出所有持有資產進行清算，受託人於收到相關訊息後將通知委託人，並將依受託人與委託人間之信託帳戶約定妥善處理相關事務。
- (22) 課稅影響除息後報酬風險：ETF 因掛牌國家不同，對於利息及資本利得的稅率規範亦不同，所適用稅務規範須以掛牌當地政府法令規範為主，非美國人購買美國掛牌 ETF 於配發現金股利時，配息價金須預扣股利所得稅，將影響配息後之稅後報酬。
- (23) 稅賦風險：受託人在所適用法律規定應予預扣的情況下，將依相關稅法規定，於付款時辦理扣繳。若日後因稅法變更，客戶之稅賦將依相關法令規定辦理，本投資之收益將可能不同於推出時之預期。
- (24) 專業投資人投資產品風險：專業投資人可投資之 ETF 除以持有股票、債券為主外，亦可包含持有現貨、期貨、選擇權、交換合約或其他衍生性金融商品等金融工具，其主要風險除上述風險外，另須注意因投資目標特殊及運用股票及債券以外的金融商品可能產生的其他風險，例如現貨或期貨投資風險及追蹤誤差風險，期貨投資風險可能有正價差、逆價差或到期換約等風險，反向型、槓桿型、反向槓桿型等 ETF 可能因追求標的指數的當日表現致與標的指數的累積表現產生不一致甚至極大的追蹤誤差風險及投資技術風險。

### 三、 外國債券風險預告書

#### 投資風險揭露

在此所揭露的風險事項係列舉大端，對於交易風險與影響市場行情之因素或許無法詳盡描述，因此委託人於交易前應充分了解擬投資外國債券之性質及相關財務、會計、稅制或法律等事宜，自行審度本身財務狀況及風險承受程度，始決定是否進行投資，以免因交易遭到無法承受之損失。

- (1) 市場風險：債券的價值將視發行機構信用評等、信用價差和市場利率狀況而定；其收益取決於定期的固定收益或債券價格上漲之資本利得。依發行機構之信用評等而有安全性和波動性之差異，投資收益和風險亦因市場表現而異。
- (2) 無到期日風險：投資標的若為無指定到期日之優先永續證券，除另有約定外，發行人無義務贖回該證券，委託人無權利要求發行機構贖回該證券。
- (3) 發行機構提前買回風險：發行機構若行使提前買回債券權利，將縮短預期的投資期限。
- (4) 再投資風險：發行機構若行使提前買回債券權利，委託人將產生能否將其投資本金連同累計利息再投資於其他報酬及年期相若的適當產品之再投資風險。
- (5) 委託人提前贖回風險：債券未發生違約之狀況下，發行機構於到期日時，將按照商品條件償還 100% 面額(但優先永續證券不在此列，請參考第 16 點說明)。如委託人欲提前贖回時必須以贖回當時次級市場之實際成交價格贖回，則可能會導致信託本金之損失。因此，當市價下跌，而委託人又選擇提前贖回時，委託人會產生損失。
- (6) 利率風險：債券自正式交割發行後，其存續期間之市場價格將受發行幣別利率變動有所影響；當該幣別利率調升時，債券之市場價格有可能下降而損及原始投資金額；當該幣別利率調降時，債券之市場價格有可能上漲而獲得額外收益。
- (7) 配息風險：債券之發行機構若發生不可抗力之事件，發行機構有權利決定商品是否繼續配發利息。若債券為無到期日之優先永續證券，發行機構將可能依本身之狀況有權利決定是否繼續配息。
- (8) 流動性風險：債券不具備充分之市場流動性，對於金額過小之提前贖回指示單無法保證成交。在流動性缺乏或交易量不足的情況下，債券之實際交易價格可能會與債券本身之單位資產價值產生顯著的價差(Spread)，將造成委託人若於債券到期前提前贖回，會發生可能損及信託原始投資金額的狀況，甚至在一旦市場完全喪失流動性後，委託人必須持有本債券直到滿期。
- (9) 信用風險：委託人需承擔債券發行或保證機構(如有)之信用風險，指無法依約償還本息、本金或履行其他債券義務之風險；而「信用風險」之評估，端視委託人對於債券發行或保證機構(如有)之信用評等價值之評估。信用評等可能變動，任何債券發行機構及保證機構(如有)或債券本身的信用評等僅反應當時相關評等機構對被評等機構或債券信用的獨立意見，而非對債券發行機構及保證機構(如有)或債券本身信用能力的保證。
- (10) 匯兌風險：外國債券屬外幣計價之投資商品，若委託人於投資之初係以新台幣資金或非該外國債券計價幣別之資金承作者，需留意外幣之孳息及本金返還時，轉換回新台幣或非該外國債券計價幣別之資產時將可能產生低於投資本金之匯兌風險。
- (11) 國家風險：債券之發行機構或保證機構(若有)之註冊國如發生戰亂或天災等不可抗力之事件將導致委託人損失。
- (12) 事件風險：如遇發行機構或保證機構(若有)發生重大非預期事件，有可能導致發行機構信用評等下降。
- (13) 交割風險：債券之發行機構或保證機構(若有)之註冊國或所連結標的之交易所或款券交割清算機構所在地，如遇緊急特殊情形、市場變動因素或逢例假日而改變交割規定時，將導致暫時無法交割或交割延誤。
- (14) 通貨膨脹風險：通貨膨脹將導致債券的實質收益下降。

- (15) 稅賦風險：適用於發行機構與委託人之當地稅賦法規，將影響債券委託人之收入。委託人需承擔債券相關的稅負，包括(但不限於)印花稅或其他因本債券所生之稅款或可能被收取之費用。一般而言，發行機構不會支付額外的金額，以補償由發行機構，或支付代理機構由支付款中扣除的任何稅款或估定稅款或預扣稅款或扣除額。若適用之稅賦法規有任何變化，則債券收益可能不如預期。委託人在同意或決定購買本債券前應諮詢自身的稅務及會計顧問。
- (16) 優先永續證券相關風險：
- 無到期日風險：若投資標的為無指定到期日之優先永續證券，除另有約定外，發行人無義務贖回該證券，委託人無權利要求發行機構贖回本證券。持有優先永續證券期間愈久，委託人將承受較大之證券價格波動之風險。
  - 發行機構行使提前贖回風險：發行機構若行使提前贖回證券權利，將縮短預期的投資期限。
  - 配息風險：
    - 發行機構提前贖回行使起始日過後票息可能會被調整為浮動式票息。
    - 優先永續證券之配息模式可分為累積型或非累積型。發行機構有權依本身之狀況或若發生不可抗力之事件等得決定於表定配息日是否發放票息，或延後發放。累積型被延遲之票息將會累積至未來配息日與未來票息一同發放；非累積型被延遲之票息將不會累積至未來配息日與未來票息一同發放。
    - 發行機構延後支付票息時將不被認列為違約事件。
  - 優先永續證券清償順位：如發行機構進行清算，其優先永續證券之清償順位僅優先於股票。

#### 四、 優先永續證券投資風險需知

##### 產品特性

- 這是一種混合型的永續證券商品，它的效力次於債務，但卻高於普通股。在經過一段禁止贖回的期間之後，這類證券通常是可以贖回的。票券的付息是可以延後，也可以是非累積型的。它可以稱之為永續證券(這是指對金融發行機構而言)，或是優先股(這是指對公司發行機構而言)。
- 本產品是一個具備了類似債務以及股票雙重特性式的商品：
  - 類似債務之特性：
    - 就像債券持有人一樣，委託人收取發行機構所宣稱的票息/股利，但這都要看發行機構是否行使其延遲支付，或者，不予支付票息/股利的權利而定。票息/股利通常(但不是總是如此)在一段期間內是固定的，而在期間經過之後，票息就可能成為浮動式。
    - 發行機構股價上的波動，將會使本項證券產品的價格有限度的上揚。也就是說，當發行機構的股價上揚時，優先永續證券的價格可能不會上漲，或者，其價格上漲的幅度將不如股價的上漲。
    - 持有優先永續證券的委託人，不享有任何的投票權利。
    - 如果發行機構發行額外的股份時，優先永續證券委託人的股份將不會被稀釋，而其面值將維持不變。但我們應該注意的是，除非把優先永續證券贖回(在合約條款允許之下)，否則，優先永續證券的價值，將視我們在次級市場上所可以取得的價格而定，而這個價格則會受各種因素的影響。
  - 類似股票之特性：
    - 優先永續證券的效力次於債務；
    - 本產品沒有到期日；
      - 此項產品是發行機構全部股權的一部分；
      - 票息/股利的發放可能會延遲，或者不會發放(就像股票股利可能不會分配一樣)。當票息/股利沒有分配時，它們可能不會累積到下次再發放。沒有分配票息/股利將不會導致發行機構破產。
- 本產品對於市場利率變化敏感，尤其因為它是以永續期間來定價的。此外，優先永續證券的價格波動，通常比傳統固定收益商品(例如債券)的價格波動大，這是因為 (i) 優先永續證券息票通常是沒有保證的，以及 (ii) 優先永續證券是以永續期間來定價的。
- 以上僅概略敘述了優先永續證券通見的特性，各個優先永續證券產品都會受其發行機構所訂條款的限制，而這些條款則會視個別特定的發行機構，以及/或是發行的批次而有所不同，例如：
  - 當發行機構選擇贖回，或是，當某些特定事件發生時，優先永續證券可能被贖回；
    - 發行機構有權在沒有給予任何理由的情況之下，無限期的延遲發放票息/股利；或是，它們須在某些條件滿足的時候，才有權延遲發放票息/股利，例如，對於較低階股票的股利不予發放或是派發時。
    - 對於票息/股利的發放，發行機構有權以其他方式為之，例如，發行股份或是其他適合的證券。
    - 當啟動事件發生時，發行機構可能被要求 (i) 取消任何積欠你的應計票息，(ii) 把證券轉換成發行機構的股份(或是其他合格的證券)或是 (iii) 永久性的減計(全部或是部分)本金價值。此類啟動事件可能包括 (a) 對於任何適用資本適足率的違反；(b) 相關主管機關宣稱註銷是必需的，因為如果不註銷的話，相關發行機構將無法存續；(c) 一個資金或是同等支持的公開挹注，因為如果沒有這樣挹注的話，相關發行機構將無法存續；或是 (d) 對於衡量發行機構財務能力任何其他量化門檻的違反(例如，如果相關發行機構的第一級核心比率(Core Tier 1 Ratio)或是普通股權一級資本比率(Common Equity Tier 1 Ratio)，在其季度財務報告的財務報告日期時，下跌至某一等級以下)。

**如果發行機構在他們所指定到期日之前終止優先永續證券的話(在某些情形下，這是產品說明文件所許可的)，在決定應該支付給你的提前終止金額時，發行機構有權把與終止相關的避險與資金安排的成本，以及其他與優先永續證券相關的成本等都列入考量。這可能導致提前終止金額大幅低於你的原始投資金額。更多詳細資料，請參照下列“主要風險”章節上的“發行機構贖回/買權風險”。**

**本投資風險需知必須和產品說明文件(Product Documentation)一併閱讀，後者含有關於優先永續證券的詳細資訊(包括所適用的定義以及條款)。**

##### 委託人概述

- 此項產品的委託人，希望投資於有固定收益，且此收益較優先債務為高的金融商品。同時，這些委託人也認知下列事項：
  - 投資優先永續證券的風險比投資於債務高，優先永續證券的效力次於(亦即是，其效力位階次於)債務，並且僅高於(亦即是，其效力位階僅高於)普通股。這代表著在面臨發行人清算或破產時，持有優先永續證券之委託人將會比持有一般債券及其他優先等級固定收益標的要低的給付順位；
  - 發行機構有權延遲票息/股利的發放。當發行機構未能對優先永續證券發放票息/股利時，這家公司將不會像債務的發行機構一樣地被迫走上破產一途。發行機構並無契約上的義務來發放票息/股利，它可以延遲對優先永續證券的付款，或是，不發放任何的票息/股利(亦即是，非累積型的付款)；
  - 優先永續證券並未提供普通股持有人所享有的利益；
  - 您可能損失部分或是全部的投資金額當(a)因某些事件(例如：無法維持營運事件)而導致減計本金金額，(b)當優先永續證券的價值低於你所支付的購買價格時，或是，(c)當發行機構違約時。

### 委託人的觀點

- 預期發行機構可以獲取足夠的現金流，以支付其所宣稱的票息/股利。
- 認知到就整體而言，殖利率將會高於發行機構的債務商品，這是因為相對較高的風險之故。但是此類的風險，也會低於發行機構普通股權益上的風險。
- 如果您符合下列描述時，那麼，這些優先永續證券對您就不是一項合適的投資
  - 您不喜歡一個極度次順位的商品
  - 您不喜歡沒有固定到期日的證券商品
  - 您可能會因為短期資金需求而需要把投資變現
  - 您不想冒損失認和原始投資金額的風險
  - 您預期一個有保障的報酬；或是
  - 在啟動事件發生的情況下，您不願意接受發行機構股份(或是任何其他合格證券)的實物交割。
- 如果您符合下列描述時，那麼，這些優先永續證券對您就可能是一項合適的投資：
  - 相較於優先債務，您希望您的投資可以收取較高的收益，但是同時您也接受這個投資的順位次於債務之後，並承擔較高的風險
  - 您可以接受本商品類似證券的特性，以及沒有確定的息票/股利支付
  - 您有足夠的流動性，並且能夠接受在某些情況下，您可能損失部分或是全部的原始投資金額
  - (如果啟動事件發生時) 您願意 (i) 收受發行機構股份(或是任何其他合格證券)的實物交割，或是 (ii) 如果發行機構選擇永久性的減計優先永續證券本金金額時，收受減計的本金金額(如果有的話)。

### 如何操作產品？

#### 購買價格

委託人對於優先永續證券所支付的原始價格，要視交易時市場所提供的價格而定。

#### 票息/股利

優先永續證券之持有人，將可依照發行機構所訂的條款，定期(通常是每季或是每半年)收取票息/股利，除非發行機構選擇延遲票息/股利的付款。如果發行機構選擇延遲票息/股利的支付時，它可以不必提供任何理由就這麼作，或者，它必須在延遲前先滿足某些條件。這樣的票息/股利延遲可以是累積性的(也就是延遲金額將會在下次票息/股利付款日支付)，或者是非累積性的(也就是發行機構沒有義務在日後任何時候去支付延遲金額)。

#### 優先永續證券轉換成股權以及本金金額的減計

在某些情況下，優先永續證券條款在某些啟動事件發生時，可能會要求發行機構 (i) 取消積欠委託人的任何應計票息，(ii) 把優先永續證券轉換成發行機構的股份(或是任何其他合格證券)，或是 (iii) 永久地減計(部分或是全部)本金金額。此類啟動事件可能包括 (a) 對於任何適用資本適足率的違反；(b) 相關主管機關宣稱註銷是必需的，因為如果不註銷的話，相關發行機構將無法存續；(c) 一個資金或是同等支持的公開挹注，因為如果沒有這樣挹注的話，相關發行機構將無法存續；或是 (d) 對於衡量發行機構財務能力任何其他量化門檻的違反(例如，如果相關發行機構的第一級核心比率(Core Tier 1 Ratio)或是普通股權一級資本比率(Common Equity Tier 1 Ratio)，在其季度財務報告的財務報告日期時，下跌至某一等級以下)。

### 可買回特性

這僅適用於附有可買回特性的優先永續證券。在那些案例中，只有發行機構有權利買回並償還優先永續證券，委託人永遠沒有權利去要求發行機構買回。也就是說，除了在次級市場上銷售之外，委託人沒有其他方式可以退出他的投資。

發行機構買回的決定，可能受下列(但不限於下列)幾個因素的影響：

- 利率：如果市場利率適度下調的話，發行機構就可能買回優先永續證券，以使用較低利率來再融資。
- 信用品質：如果發行機構的信用品質適度改善時，它就可以較低利率來融資(相較於優先永續證券而言)，因此，它就會想要贖回優先永續證券。
- 資金部位：發行機構的資金部位改善時，它就可能贖回證券。
- 法規環境：發行機構對於優先永續證券的贖回，可能會受到法規變更的影響。

### 把優先永續證券變現

因為這個證券是一個沒有固定到期日的優先永續證券，所以，委託人僅能夠以這兩個方式之一來變現這項投資：(i) 在次級市場上出售，或是 (ii) 如果條款有提供一個買回特性時，可以經由發行機構的贖回。

您應該注意的是，優先永續證券通常是不易變現的商品，同時，這樣的證券可能沒有任何活躍或是流動的次級交易市場，這表示您可能無法在預期的時間或是以預期的價格來出售優先永續證券。關於這方面更多的資訊，請參照下列“主要風險”一節中的“流動性風險”說明。

### 次級市場中影響優先永續證券價格的因素

在次級市場中，(除了其它因素以外)優先永續證券的價格會受到下列因素的影響：

#### 發行機構的信用品質

- 如果發行機構的信用品質大幅惡化時，優先永續證券的價格就可能下跌；
- 如果發行機構的信用品質大幅改善時，優先永續證券的價格就可能上揚；

#### 利率

- 如果市場利率上揚時，固定利率優先永續證券的價格就通常會下跌；
- 如果市場利率下跌時，固定利率優先永續證券的價格就可能上揚；

#### 流動性狀況

- 如果流動性狀況大幅惡化時，優先永續證券的價格可能會下跌，而委託人就可能無法以預期價格來出售優先永續證券；

#### 優先永續證券的貨幣

- 如果優先永續證券的幣別是外幣，而該外幣相較於委託人的基礎貨幣是貶值時，那麼，優先永續證券的價值(以基礎貨幣而論)就會下跌；
- 如果計價貨幣上揚時，相反的情況就可能發生。

#### 最壞情況

先永續證券不是一個存款，同時，它也不受任何政府或是私人的保障或是賠償計畫的保障。因此，您可能無法取得預期的票息付款(如果有的話)，同時，如果發行機構以及/或是擔保機構(如果有的話)對於優先永續證券違約，或是成為沒有清償能力時，您就可能損失部分或是全部的原始投資金額。此外，在某些啟動事件發生時，優先永續證券條款可能會要求發行機構 (i) 取消積欠您的任何應計票息，(ii) 把優先永續證券轉換成發行機構的股份(或是任何其他合格證券)，或是 (iii) 永久地減計(部分或是全部)本金金額。

#### 情境分析

優先永續證券購買價為美金一百元

票面利率：年利率 8.125%，並假設沒有發生(i)發行機構在此持有期間沒有延遲發放票息，(ii)減計票面價值，(iii)發行機構將優先永續證券轉換成股權(或任何其他合格的證券)

情	一年後，委託人在次級市場以美金 90 元賣掉優先永續證券，在此一年間造成 10%價格上的損失。
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境 1	·然而，委託人在這一年之間，也藉由票息的分配而賺取了 8.125%的報酬。 ·因此，委託人在持有期間內的投資報酬率大約是年利率-1.8%。
境 2	·一年後，委託人在次級市場以美金 95 元賣掉優先永續證券，在此一年間造成 5%價格上的損失。 ·然而，委託人在這一年之間，也藉由票息的分配而賺取了 8.125%的報酬。 ·因此，委託人在持有期間內的投資報酬率大約是年利率 3.1%。
境 3	·一年後，委託人在次級市場以美金 100 元賣掉優先永續證券。 ·然而，委託人在這一年之間，也藉由票息的分配而賺取了 8.125%的報酬。 ·因此，委託人在持有期間內的投資報酬率大約是年利率 8.1%。
境 4	·一年後，委託人在次級市場以美金 105 元賣掉優先永續證券，在此一年間獲取 5%價格上的所得。 ·然而，委託人在這一年之間，也藉由票息的分配而賺取了 8.125%的報酬。 ·因此，委託人在持有期間內的投資報酬率大約是年利率 13%。
境 5	·三年後，發行機構通知委託人(根據產品文件記載之條件)將選擇提早買回該優先永續證券。 ·根據產品文件中記載之特定條款，委託人通常可以收到投資本金價值加上到買回日為止任何未付之利息。

本分析純粹用於例示說明，實際的獲利或是虧損(相較於您的原始投資金額)，要看(除了其它因素以外)出售時相關優先永續證券市場價格而定，本分析並不代表任何優先永續證券的實際表現。

本投資風險需知所內含的任何情境分析都是例示性的，並且僅是代表假設性的結果而已。這樣的情境分析並不代表 (a) 優先永續證券在次級市場可能購買或是出售的實際條款；或是 (b) 在任何優先永續證券條款下，實際可能支付金額的計算或是預估。渣打銀行明示就下列事項不付任何責任 (i) 用來導出這個情境分析的模型或是預估的正確性；(ii) 在計算或是發佈這個情境分析時的任何錯誤或是遺漏；以及 (iii) 對於這個情境分析的任何使用。渣打銀行不是藉由提供這個情境分析，來預估任何優先永續證券實際表現，或是未來市場狀況、利率、或是價格等。

#### 產品說明文件與交易條款

載有優先永續證券適用條款的發行機構商品說明書，將會在您提出要求時提供給您。

請注意，使用在相關產品說明文件上相同性質的條款，可能會與使用在本投資風險需知上的不同。

#### 費用與收費

渣打銀行(經由其分行或是附屬機構之一來執行) 會從商品部位賺取交易營收，或是在對您銷售優先永續證券時賺取價差。這是一種混合型的永續證券商品，它的效力次於債務，但卻高於普通股。在經過一段禁止贖回的期間之後，這類證券通常是可以贖回的。票券的付息是可以延後，也可以是非累積型的。它可以稱之為永續證券(這是指對金融發行機構而言)，或是優先股 (這是指對公司發行機構而言)。

#### 主要風險

優先永續證券的風險預測，在其產品期間內可能改變。以下所列的是，具有代表性的主要風險，然而，本投資風險需知與產品說明書並無法將所有關於永續證券的風險列出。	
市場風險	優先永續證券的價值，是基於不的市場因素而定，例如利率水準、發行機構與擔保人(如果有的話)的信用品質、匯率與流動性等。優先永續證券是波動性較高的商品，其價值會有極大的波動，並會受到與發行機構相關的金融市場內在風險的影響。永續證券的價值，可能會急速地上漲或滑落，產品過去表現，不能成為對其未來表現之指標。
參考資產的風險	您所收到優先永續證券的付款，是根據優先永續證券在投資期間內以及/或是特定的評價期間內的表現而定。因此，優先永續證券能夠被適當的評價是很重要的。當我們無法對優先永續證券作適當評價時，評價日將被延後。最後，對於維持優先永續證券的表現在希望的水準來達到您想要的報酬是無任何保證的。
新興市場風險	若優先永續證券發行機構之國家為開發中或新興國家時，投資優先永續證券所涉及特定風險，包括政治與經濟上不確定性風險、不利的政府政策、對於外國人投資與貨幣兌換上的限制、匯率的波動、資訊揭露與法令程度可能較低，以及法令運用、解釋與狀態上的不確定性，而這包括了資產的私有所有權、徵收、國有化與沒收。
本金風險	優先永續證券並非保本，您可能會損失部份或是全部的原始投資金額。渣打國際商業銀行(或是其他任何機構)並不保證當發行機構行使其提前贖回權(可贖回證券)，或是您於次級市場銷售時，您可以收回 100%的原始投資金額。實際上而言，當發行機構違約，或是當優先永續證券的價格滑落時，您可能面臨損失 100%投資金額之風險。
不良表現風險	渣打國際商業銀行(或是其他任何機構)並不保證優先永續證券的投資報酬，將會等同或是大於任何您直接投資的股份、銀行存款或是非結構型固定收益債券的可能獲取報酬。
信用風險	您將承擔發行機構與擔保機構(如果有)之信用風險。優先永續證券為發行機構之次級債務，且由擔保機構(如果有時)無條件且不可撤回的提供擔保。這表示，您仰賴發行機構與擔保機構(如果有)來履行它/它們在優先永續證券下的付款義務。如果發行機構與擔保機構(如果有時)對其義務(包括付款義務)沒有償還能力或是違約，或是在任何其他情況下無法履行時，根據優先永續證券條款的規定，您可能收不到任何款項(包括您的原始投資金額)。就發行機構與/或擔保機構(如果有)的信用價值、風險、投資報酬或是優先永續證券的適當性而言，信用評等並不是個建議事項或是保證。此外，您必須了解發行機構的信用評等可能與擔保機構的信用評等有極大差異，而二者的信用評等不應混淆。
票息/股利的延遲	發行機構可以選擇把票息/股利的發放延遲一段時間，此類的延遲，可以是累積型或是非累積型的，這要看特定優先永續證券的條款而定。如果延遲是非累積型時，這表示您日後對於未支付的票息/股利均將無主張權，對於您的投資，您將冒著可能無法收回任何報酬的風險。如果延遲是累積型時，這表示發行機構將於之後的付款日支付延遲的金額。關於何種事件可能導致延遲，以及這種情形所該適用條款的更多詳細資料，請參照相關的產品說明文件。
事件調整風險	當發行機構或是計算代理機構(如果有)對於某些調整或是特殊事件發生時(例如，市場的瓦解、交易的暫停、相關產業的法令規定、無力償債、稅法以及其他經濟上、政治上或是社會上狀況的更動)時，它們有某些權利可以自由調整永續債券的條款。此類權利的行使，可能對您從優先永續證券所取得的相關付款，有預料之外的不利影響。
流動性風險	許多優先永續證券沒有流動性，並且沒被設計為可以從事短期交易的工具。對於缺乏活躍或是流動性的次級交易市場的優先永續證券而言，您必須永久持有這些證券，或是持有直到發行機構買回它們的心理準備。這表示委託人可能無法在預期的時間點或是價位上賣掉或是終止永續證券。
發行機構買回/贖回風險	當特定優先永續證券的產品說明書訂有可贖回條款時，發行機構可以寄發贖回優先永續證券的通知，但是發行機構並無義務一定要如此辦理，發行機構對贖回擁有絕對的自主權。如果優先永續證券訂有可贖回機制時，則產品說明書就會對此情況訂定一個贖回價，而贖回所得可能會遠低於您的原始投資金額。

再投資風險	當優先永續證券不論以任何理由，包括被發行機構行使贖回或購回權而被終止時，您將可能無法就您所取得的金額，在該時間點上以相同的報酬率或是投資報酬再進行投資。
匯率風險	當優先永續證券以非當地貨幣計價時，您會面臨匯率波動與控管(如果可以)的風險。此風險可能 (i)影響所適用的匯率，而導致在轉換成您的本地貨幣時，讓您短收票息、現金結算金額以及/或是造成本金的損失，以及 (ii) 使發行機構不可能或無法以原始結算的貨幣給付給您。
利益的衝突	您應該瞭解並接受，在產品說明書上所揭露關於優先永續證券的當事人，以及他們所扮演的角色。例如，發行機構(以及保證人，如果有的話)以及它的附屬單位可能扮演多種角色，包括作為保證人的代理人。這些當事人具有各種的處理權力 (例如，在某些情況下，調整或是終止優先永續證券條款的權力)，而這些權力可能對優先永續證券的價值或是績效影響重大。在履行這些責任時，發行機構(以及保證人，如果有的話) 以及它附屬單位的經濟利益，可能對於您作為優先永續證券委託人的利益有潛在不利的影響。渣打國際商業銀行可能與涉及優先永續證券的發行機構或是其他當事人，有著銀行業務或是其他商業上的關係，並可能經常參予關於優先永續證券，或是相關證券(或是衍生產品，或是其他與優先永續證券或是相關證券連結之產品)的專戶或是其他帳戶的交易。此類的交易，可能會影響優先永續證券或是相關證券的價值，而使優先永續證券的價值，可能不利於您作為優先永續證券委託人的利益。
利率風險	優先永續證券的市場價值，受到其存續期間、以及到期前終止或是賣出時利率波動的影響。當利率上揚時，優先永續證券的價值通常會下跌。此外，當優先永續證券的期間越長時，它對利率的波動也會更敏感。
稅務風險	渣打國際商業銀行建議您在決定購買優先永續證券之前，尋求獨立的稅務建議。渣打國際商業銀行不提供稅務上的建議，因此，對於投資本產品的任何稅務上影響，您負有完全的責任。任何稅務上的處理，將會視您的個別狀況而定，而未來也有可能更動。
結算風險	只有在渣打國際商業銀行從發行機構取得結算款項之後，才會把現金結算的金額轉交給您，這可能導致對您的付款，僅會於指定的付款日之後遞交。如果發行機構未將此類付款交予渣打國際商業銀行時，您將會有損失部分或是全部原始投資金額的風險。由於現金結算的付款可能經由清算系統、在各個不同時區的保管人以及其他的第三方當事人來處理，任何的付款，均有可能無法於相關日期的當地營業時間內立刻收到。
槓桿風險	如果您使用財務槓桿來購買優先永續證券，或者，優先永續證券條款內含有財務槓桿時，您的風險就會大幅增加。一個相對較小的市場，或是參考資產(Reference Asset)的移動等，都會對優先永續證券以及您的原始投資金額產生重大的影響。這對您可能是有利也可能是不利的。

本投資風險需知由渣打國際商業銀行所製作，渣打國際商業銀行由金融監督管理委員會所管轄。這不是產品說明書，同時，渣打國際商業銀行並未在任何行政區採取也不會採取任何行動，以取得公開發行的許可 (除非是因應遵循法令所需)。本投資風險需知僅供討論之用，並不包含對任何人進行交易，或是進行任何避險、交易或投資策略時的意見、出價、建議或是詢價。它不對利率或是未來價格可能動向的預測，同時，它也不代表任何此類價格的動向將不會超過任何在此文件列出的所有例子。

對於本投資風險需知，或是其所包括或提及的資訊，渣打國際商業銀行並未提出任何明示、暗示或是法定的代理或是保證。本投資風險需知係基於明確的瞭解到雖然其資訊被認為是可靠的，但它並未經由渣打國際商業銀行獨立的確認證實。本投資風險需知僅供一般評價所用，並非準備給任何特定個人或是某階層人士。對於您在使用本投資風險需知之後，所導致的任何直接、間接損失或損壞 (包括特定、偶發或是隨之發生的損失或損壞)，渣打國際商業銀行將不承擔任何責任或對其負責，不論它們是如何發生的。這也包括因為，但不限於，任何本投資風險需知、其文件內容或是相關服務上的瑕疵、失誤、不完善、過錯、錯誤或不精確，或是任何因為本投資風險需知，或是本投資風險需知其內容的任何部份，或是相關服務的無法取得之理由，而導致的任何損失、損壞或費用。

本項交易的條件，將受其所適用產品文件的規範，並會被記載在此文件上。對於本投資風險需知上所提的任何證券、金融工具或是投資策略，您必須另外尋求此類投資適當性的建議。如果您自己沒有另外尋求建議時，您必須小心考量此類產品或服務是否適合您，除法規另有規定外，渣打國際商業銀行對您沒有善良管理人之注意義務。同時，對於未來預期的交易，渣打國際商業銀行也沒有責任去對其適當性、適合性或是可能的結果，提供建議或是保證。渣打國際商業銀行建議您審慎獨立地判斷這裡所列舉的任何事項。

本投資風險需知或任何複本皆不可提供或寄送給美國人士 (按 1933 年美國證券法 S 條例中之定義)。

本產品相關免責條款請見特定金錢信託資金投資外國債券交易條件及說明書。

## 肆、外匯交易服務約定事項

除各外匯交易服務項目另有約定外，立約人於渣打國際商業銀行股份有限公司（下稱「貴行」）進行之外匯交易悉依本外匯交易服務約定事項（下稱「本約定事項」）之規定。本約定事項未盡事宜，應依相關法令及貴行開戶總約定書之其他約定辦理或由雙方另行協議訂定之。

## 一、一般約定事項

## 1. 立約人授權、聲明及確認

- (1) 立約人瞭解，儘管貴行與立約人間現在或將來有委任或其他契約之約定或交易程序之約定：
  - A. 僅可由立約人向貴行發出與外匯交易服務（下稱「本服務」）相關之指示，貴行並無義務接受及遵循聲稱為立約人代表人之第三人所發出之任何指示。
  - B. 相關指示應依貴行隨時指定之方式發出。
- (2) 立約人瞭解，立約人僅得於貴行隨時指定之交易日期與時間發出交易指示。立約人同意，如因法令限制、電腦系統故障、連線中斷等非可歸責於貴行之事由導致未能執行本服務者，貴行對於立約人因此所生之任何直接、間接損失，概不負責。
- (3) 立約人理解，貴行就其依據立約人指示所為的與本服務有關的行為或不行為而導致的任何損失，無須以任何方式對立約人負責。立約人承諾賠償貴行、貴行集團公司及其人員依據以信函、電話或其他電子方式發出的任何指示（或聲稱為指示）所為之作為或不作為而造成之一切損失。貴行有權依其權衡決定拒絕接受或執行任何貴行認為不清楚、含糊的、或可能會導致貴行或貴行集團公司違反任何法令的指示，並且貴行無須為前述之拒絕指示對立約人負責。
- (4) 除本約定事項另有規定外，貴行及貴行人員不得代理立約人以立約人帳戶進行交易。
- (5) 貴行得依其權衡隨時變更及/或增加本服務項目。貴行有權以公告或貴行隨時決定之其他方式通知立約人變更及/或增加後之本服務項目的有關條款及條件，並且該等條款及條件應視為本約定事項之一部分而無須進一步對本約定事項作出任何修訂。立約人使用修改/增加後的本服務項目即視為立約人接受前述經通知之相關條款及條件。
- (6) 立約人同意，貴行得依其權衡隨時以適合的條款及條件聘用任何聯繫窗口、仲介、代理人或交易對手。
- (7) 立約人同意，貴行保留以任何理由隨時修訂、暫停或終止本服務項目的權利，並且無須事先通知立約人。立約人不會要求貴行就修訂、暫停或終止本服務項目承擔任何責任，並且貴行亦無須為修訂、暫停或終止本服務項目提出任何理由。
- (8) 立約人確認已收受、閱讀並同意「渣打國際商業銀行個人資料蒐集、處理、利用告知事項」（「個資告知事項」）的內容。立約人進一步同意，所有立約人於本服務相關文件所提供的資訊以及貴行隨時蒐集之個人資料，均可依據貴行隨時有權修訂之個資告知事項，依特定目的向特定人士使用及揭露。
- (9) 立約人同意，貴行可向立約人提供各種資料，包括指示匯率及外匯走勢評論。前述資料僅供立約人參考，並非推薦或建議。立約人瞭解，貴行對於由第三方獨立準備的資料（下稱「第三方資料」）的精確性、完整性或即時性概不承擔任何責任。貴行對於立約人依據第三方資料而作出之任何決定、行為或不行為亦概不負責。
- (10) 立約人同意，立約人在任何時候均對下列事項負責：**A.** 貴行隨時通知的貴行正常換匯交易費用及其他費用、佣金及收費（「各項費用」）；及**B.** 於中華民國或任何其他司法管轄區進行貨幣交易而因買賣外國貨幣或因貴行依據本約定事項提供本服務而向貴行徵收的任何稅項。雖然目前貴行並未就其根據本約定事項所提供之本服務向立約人收取各項費用，貴行保留隨時以載明各項費用費率的事先書面通知向立約人收取各項費用之權利。
- (11) 立約人同意，立約人應依貴行之要求，向貴行全額賠償因立約人違反本約定事項之義務、貴行行使其基於本約定事項之任何權利、貴行追償基於本約定事項對貴行所生之欠款、或以其他方式保留或執行貴行基於本約定事項的權利而使貴行遭受或發生的任何損失及責任，以及使貴行合理地發生合理數額的費用或支出（包括但不限於律師費及法律費用）。立約人不可撤銷地授權貴行得自立約人任一帳戶（包含立約人單獨持有或與他人聯名持有）的存款餘額中，逕予扣帳以抵付立約人基於本約定事項應向貴行賠償的任何金額。
- (12) 立約人瞭解，外匯交易之換匯限額應依主管機關相關規定辦理，包括每自然人每日透過帳戶買賣人民幣之金額不得逾人民幣兩萬元（買、賣限額分開計算），及台外幣間轉帳涉及新台幣結售、結購者，立約人每日單筆及累計之結匯金額以未滿新台幣五十萬元或其等值外幣為限（結購、結售分開計算），上述交易限額應併計臨櫃及其他自動化交易通路之交易金額；每自然人每日透過網路銀行及電話銀行成交之外匯交易筆數以五十筆（含）為上限（結購、結售合併計算）。有關法令未來如有變更，貴行應逕依變更後之規定辦理。
- (13) 立約人保證係依其所有之知識、經驗及獨立判斷為外匯交易，並瞭解貴行對於外匯交易並無提供任何資訊之義務，縱貴行或其職員、雇員等提供資訊，亦僅供參考，不會以貴行或其職員提供之資訊為由而要求貴行負任何責任。立約人願自行且有能承擔外匯交易之一切風險，包括但不限於匯率變動、外匯兌換限制、兌換損失、政治風險、國家風險及成交與否之風險，最大損失可能為全部本金，貴行不承擔立約人之任何損失或向立約人為任何收益保證。
- (14) 立約人同意，本約定事項應受中華民國法律管轄並依中華民國法律解釋。
- (15) 立約人同意，中華民國法院對於本約定事項所生或相關之爭議具專屬管轄權。
- (16) 立約人同意，如本約定事項中之任何條款被裁定或視作無效或無法執行，其他條款仍維持充分有效。
- (17) 立約人同意，貴行得隨時發出修訂或變更本約定事項之通知。
- (18) 本約定事項以中文寫成，如中文版本與任何翻譯版本間產生歧異，應以中文版本為據。
- (19) 於本約定事項中，除前後文意另有所指外：

「貴行」指渣打國際商業銀行股份有限公司，包括其繼任人及受讓人；

「貴行集團公司」指作為渣打國際商業銀行股份有限公司之母公司、子公司或關聯企業的任何其他渣打銀行集團內的公司（包括其繼承人和受讓人）；

「指示」指立約人向貴行所發出的與本服務相關、附隨於本服務、或為達本服務之目的之指示；

「本服務」指貴行依據本約定事項依其權衡隨時提供予立約人之外匯買賣服務。

## 2. SMS 簡訊確認服務及/或電子郵件確認服務條款與細則

- (1) 立約人瞭解並承認，貴行或任何傳送訊息的電信公司及/或網際網路服務供應商（下稱「電訊公司」）、或與本服務相關的貴行或任何電訊公司之代理人、承包商或第三方服務供應商：
  - A. 概無就貴行或任何其他第三人根據本服務透過任何電訊公司或其各自的第三方服務供應商的行動電話或網路服務提供的任何資訊的精確性、完整性或正確性提供保證或承擔任何責任，對於基於本服務要求的資訊是否將準時或確實傳送予立約人、或由立約人接收亦不提供任何保證或承諾。貴行無須負責安排將任何訊息重新傳送予立約人；及
  - B. 均無須就立約人或任何第三人因透過本服務使用或接受任何資訊、或由於該等資訊並未準時或確實接收到（不論是因立約人指定的行動電話關機，未開通漫遊服務、資訊傳送時非由立約人持有行動電話、立約人指定的行動電話及/或電子郵件信箱因任何原因無法接收資訊、立約人延遲或怠於通知貴行提供行動電話或網路服務之電信公司變更、系統或設備故障而遲延或無法發送訊息、電訊公司或其各自的第三方服務供應商終止或暫停傳送服務以致延遲或無法傳送，市場大幅波動或其他任何原因）而遭受的任何損失或損害負責，惟該損失或損害係由貴行過失直接導致者，不在此限。

- (2) 在不影響立約人與 貴行間本約定事項的前提下，立約人同意及確認， 貴行獲立約人授權向從事訊息傳送的電訊公司及第三者服務供應商（不論在台灣境內或境外）揭露立約人、立約人於 貴行開立的帳戶、及/或立約人於 貴行進行的換匯交易資料，以使電訊公司及其第三者服務供應商能依據本服務提供傳送服務。
- (3) 立約人保證，立約人如遺失行動電話、未能進入立約人之電子郵件信箱、更改行動電話號碼及/或電子郵件地址、轉換電信公司、終止使用行動電話服務及/或電子郵件服務，應儘快通知 貴行。立約人確認，為本服務而登記之行動電話及/或電子郵件帳戶能依立約人所選擇之語言接收訊息。
- (4) 立約人確認，立約人為登記於本服務的行動電話及/或電子郵件帳戶的註冊用戶。
- (5) 立約人瞭解，電信公司及/或網絡連線服務提供者可就任何訊息的傳送及/或提供電子郵件信箱收取漫遊費及其他費用。立約人同意，所有基於本服務所生的費用、收費及支出（包括但不限於漫遊費）將由立約人負擔。

### 3. 會員計劃的一般條款及細則

立約人瞭解並同意：

- (1) 本會員計劃僅適用於在渣打國際商業銀行股份有限公司（「本行」）有開立個人帳戶並透過本行網路銀行、行動銀行，或透過銀行電話理財服務由外匯投資顧問或理財專員進行外匯交易之客戶（「客戶」）。
- (2) 會員級別將依 貴行以公告或其他方式通知的特定期間內所進行之合格換匯交易的累積交易金額認定。前述累積交易金額將於客戶每次成功進行合格換匯交易後自動計算。
- (3) 合格換匯交易係指任何已成交的換匯交易。如客戶之交易幣別為非台幣（買進與賣出皆非台幣），其交易金額將以按 貴行所決定之有關外幣匯率兌換所得之台幣金額為據。
- (4) 貴行保留決定有關產品 / 服務優惠所適用之計算方法之權利。
- (5) 貴行保留隨時更改或終止會員計劃，以及修訂會員計劃條款及細則之權利。

### 4. 風險聲明

外匯交易涉及風險。將外幣兌換為其他外幣(包括台幣)，外匯匯率的波動可能產生利潤或導致嚴重虧損。

## 二、外幣留單委託 (FX Limit Order Watch)特別約定事項

立約人委託 貴行辦理外幣留單暨授權扣款，其相關權利義務以及相關帳戶作業悉依外幣留單委託特別約定事項（下稱「外幣留單約定事項」）辦理：

- (1) 名詞定義：
  - A. 交換匯率：為立約人自行設定之匯率。
  - B. 執行匯率：為立約人與 貴行約定用以作為與市場匯率比較之基準以決定該筆委託是否成交之匯率。
  - C. 成交：係指市場匯率觸及委託所設定之執行匯率。
  - D. 執行：確認委託成交後， 貴行依約為立約人以交換匯率執行買賣交易。
  - E. 成交日：為市場匯率觸及執行匯率之日。成交日須為國際外匯市場交易日。
- (2) 外幣留單委託服務適用之外幣幣別依 貴行網站公告為據。
- (3) 立約人授權 貴行得於留單委託日依照立約人之指示，以立約人約定之轉出帳號為授權扣款帳戶圈存約定交易幣別及金額，並同意 貴行於成交日依交換匯率進行該筆換匯交易（下稱「外幣留單交易」）。立約人之授權扣款帳戶餘額不足約定交易金額者，無法進行外幣留單交易。交易成交經確認者，立約人授權 貴行於成交日自授權扣款帳戶進行扣款，並依照交換匯率計算，轉入等值之兌換金額於約定之轉入帳戶。外幣留單交易如經確定取消或到期未成交， 貴行將解除約定交易金額之圈存。
- (4) 立約人瞭解，一旦同意外幣留單約定事項，即生約束之效力。有效期間內，非經立約人於成交前向 貴行以 貴行同意之方式提出申請，不得取消外幣留單交易，亦不得以何理由動用經圈存之金額，且縱匯率或市場因素如何波動，經指示之交換匯率並不因此而有所改變。
- (5) 立約人瞭解並同意，外幣留單交易於有效期間內並不一定成交， 貴行亦不負責保證成交。匯率波動依市場情況而變化，且縱市場曾出現指定交換匯率或執行匯率之報價，並不代表外幣留單交易一定成交。
- (6) 立約人瞭解並同意，申請取消外幣留單交易以前，外幣留單交易可能業已成交或有其他特殊事由不能取消，故 貴行受理取消外幣留單交易之申請，並不保證外幣留單交易不會成交。一旦確定成交， 貴行得依約定交易條件執行外幣留單交易。
- (7) 立約人瞭解，如擬變更外幣留單交易之任何交易條件，應先取消外幣留單交易並重新為新一筆外幣留單交易指示。
- (8) 除外幣留單約定事項另有約定外，外幣留單委託相關事宜悉依相關法規及 貴行開戶總約定書之其他約定辦理或由雙方另行協議訂定之。

## 三、預約換匯特別約定事項

立約人指示 貴行辦理預約換匯交易，其相關權利義務以及相關帳戶作業悉依預約換匯特別約定事項（下稱「預約換匯約定事項」）辦理：

- (1) 依預約換匯約定事項提出之預約換匯指示將自立約人提出指示之次一日起生效。
- (2) 台外幣間預約換匯交易之指定換匯日如遇非 貴行營業日或不可抗力因素之停班日， 貴行將不執行且不遞延該筆預約換匯交易；惟外幣間預約換匯交易之執行，不受前述非 貴行營業日或停班日之影響。
- (3) 預約換匯交易將於指定換匯日上午十時整以即時交易形式發送換匯指令，除預約換匯交易指示書另有約定外，概以 貴行各換匯交易通路於指定換匯日實際執行各筆預約換匯指示之匯率為成交匯率，不因市場匯率波動，或牌告匯率與實際交易可能存在的時間差等任何因素影響成交匯率之認定。
- (4) 預約換匯交易實際可兌換幣別及限制等，應以實際執行換匯時 貴行網站公告為據。
- (5) 預約換匯交易所指定之扣款帳戶及轉入帳號應為立約人於 貴行開立之有效活期存款帳戶。
- (6) 立約人瞭解並同意，如於同一指定換匯日預約多筆換匯交易， 貴行得自行決定該多筆換匯交易之換匯及扣款順序。如指定扣款帳戶於指定換匯日之可動用款項不足支付該日所指示之換匯交易總金額， 貴行得自行決定僅執行換匯指示中的某筆或多筆交易。
- (7) 如立約人預約指示之外幣買賣人民幣交易之指定換匯日非 貴行營業日，該指定換匯日外幣買賣人民幣之金額將與該日之次一 貴行營業日的買賣人民幣金額合併計算，並且合併計算後之金額不得超過本約定事項，一、一般約定事項，(1)立約人授權、聲明及確認，第12條規範之限額。
- (8) 立約人僅得以 貴行同意之方式取消尚未執行之預約換匯交易。立約人如擬變更尚未執行之預約換匯交易的指示內容，應先取消該筆預約換匯交易並重新提出預約換匯指示。取消申請一經提出，立即生效並不可回復。
- (9) 除預約換匯約定事項另有約定外，預約換匯指示相關事宜悉依相關法規及 貴行開戶總約定書之其他約定辦理或由雙方另行協議訂定之。

## 伍、網路銀行暨行動銀行業務服務

### 一、契約之適用範圍

本契約係網路銀行暨行動銀行業務服務之一般性共同約定，除個別契約另有約定外，悉依本契約之約定。本契約未約定事項，悉依一般約定事項及相關銀行規定辦理，但個別契約對立約人之保護更有利者，從其約定。本契約條款如有疑義時，應為有利於立約人之解釋。

### 二、名詞定義

- 「網路銀行暨行動銀行業務」係指立約人端電腦或智慧型手機經由網際網路與 貴行電腦連線，無須親赴 貴行櫃台，即可直接取得 貴行所提供之各項金融服務。「行動銀行」係指以智慧型手機使用 貴行行動銀行 APP 中網路理財內之網路銀行服務。
- 「電子文件」：係指 貴行或立約人經由網路連線傳遞之文字、聲音、圖片、影像、符號或其他資料，以電子或其他以人之知覺無法直接認識之方式，所製成足以表示其用意之紀錄，而供電子處理之用者。
- 「帳戶」係指訂約雙方以書面或 貴行同意之方式約定，作為立約人收付相關款項之各種銀行帳戶。
- 「使用者名稱」係由立約人自行設定一組 6~12 位英文字母及數字，作為立約人登入網路銀行及行動銀行時，身分驗證的資料之一。
- 「網銀密碼」：係由立約人自行設定與使用者名稱不同的一組 6~12 位英文字母及數字，作為立約人登入網路銀行或行動銀行以及透過網路銀行或行動銀行進行特定交易或服務時，身分驗證的依據之一。得透過網銀密碼進行之特定交易與服務內容，應以 貴行網站公告為據。
- 「簡訊密碼(SMS OTP)」：係指立約人進行特定交易或服務時，系統將自動發送一組「簡訊密碼」(僅當有效且具有時效性)至立約人所約定之一組行動電話號碼，確保網路交易之安全性，有關 OTP 之交易機制，以 貴行網站所載規定為準。**簡訊密碼此項服務之提供與發送，以 貴行簡訊廠商與各電信業者簽定的服務範圍(如國際漫遊協議等)為限。**
- 指紋辨識：係指立約人利用其經認證之行動裝置內建的指紋辨識功能於行動銀行進行身分確認。
- 臉部辨識：係指立約人利用其經認證之行動裝置內建之臉部辨識系統於行動銀行上進行身分確認。
- 生物辨識驗證：係指採用國際聯盟 FIDO 所建立之國際級標準，以非對稱金鑰技術為基礎之技術，提升交易驗證(Face ID 及指紋辨識)安全性之驗證方式。
- 推播確認：係指採用軟體金鑰(Soft Token)進行驗證之方式。
- SIM 卡認證：係指透過 4G/5G 網路連線，驗證立約人留存 貴行之簡訊密碼手機門號與立約人持有之行動裝置 SIM 卡手機門號一致之驗證方式。
- 行動裝置綁定升級：係指透過「SIM 卡綁定」或「網路 ATM 綁定」完成裝置綁定。

### 三、銀行資訊

- 銀行名稱：渣打國際商業銀行
- 申訴及客服專線：**客服專線請撥：02-4058-0088； 貴行免付費申訴專線 0800-051234**
- 網址：<https://www.sc.com/tw/>
- 地址：台北市中山區遼寧街 179 號
- 傳真號碼：02-6603-2866
- 銀行電子信箱：Callcenter.tw@sc.com

### 四、網頁之確認

立約人使用網路銀行前，請先確認網路銀行正確之網址；如有疑問，請致電客服。貴行須以一般民眾得認知之方式，告知立約人網路銀行暨行動銀行業務應用環境之風險。貴行應盡善良管理人義務，隨時維護網站的正確性與安全性，並隨時注意有無偽造之網頁，以避免立約人之權益受損。

### 五、服務項目

當立約人申請核准後，貴行提供之網路銀行及行動銀行服務內容以 貴行網站與網路銀行及行動銀行公告揭露為主，貴行應確保該網站訊息之正確性，對立約人所負之義務不得低於網站之內容。未來 貴行若有新種業務開辦或網路銀行及行動銀行服務內容有變動(含新增、調整、變更或取消)，除 貴行開戶總約定書、個別契約另有約定，或法令或 貴行業務作業規範另有規定外，貴行於 貴行網站與網路銀行及行動銀行公告揭露後，即可提供相關服務。

立約人同意於使用網路銀行服務時，貴行依法令或業務作業規範會有需要立約人另行申請後始得開放之服務如「台幣非約定轉帳」及「外幣原幣匯款」等，將依 貴行業務作業規範與帳務限制規定辦理。同時針對信託交易，立約人須先於 貴行申請開立信託帳戶後，始得使用網路銀行及行動銀行進行國內外有價證券之申購、轉換、贖回、異動等交易。

### 六、連線所使用之網路

貴行及立約人同意使用網路進行電子文件傳送及接收。使用雙方各自約定之相關網路業者，雙方應分別就各項權利義務關係與網路業者簽訂網路服務契約，並各自負擔網路使用之費用。

### 七、電子文件之接收與回應

貴行接收含數位簽章或經 貴行及立約人同意用以辨識身分之電子文件後，除查詢之事項外，貴行須提供該交易電子文件中重要資訊之網頁供立約人再次確認後，即時進行檢核及處理，並將檢核及處理結果，以網頁即時呈現或電子郵件或其他雙方約定之方式通知立約人。貴行接收立約人或立約人接收 貴行之任何電子文件，若無法辨識其身分或內容時，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，以網頁即時呈現或電子郵件或其他雙方約定之方式通知立約人。立約人所發送之電子訊息，若為非發送日所須立即處理者，立約人同意以發送時與 貴行所約定之情況為準。

### 八、電子文件之不執行

如有下列情形之一，貴行將不執行任何接收之電子文件：

- 有具體理由懷疑電子文件之真實性或所指定事項之正確性者。
- 貴行依據電子文件處理，將違反相關法令之規定者。
- 貴行因立約人之原因而無法於帳戶扣取立約人所應支付之費用者。

貴行不執行前項電子文件者，應同時將不執行之理由及情形，以網頁即時呈現或電子郵件或其他雙方約定之方式通知立約人，立約人受通知後得透過客服電話或親臨分行或以其他雙方約定方式向 貴行確認。

### 九、電子文件交換作業時限

網路銀行及行動銀行之電子文件係由 貴行資訊系統自動處理，立約人發出電子文件，經立約人依第七條第一項 貴行提供之再確認機制確定其內容正確性後，傳送至 貴行後即不得撤回。但未到期之預約交易在 貴行規定之期限內，得撤回撤銷或修改。若電子文件經由網路傳送至 貴行後，於 貴行資訊系統自動處理中已逾官網公佈之營業時間時，貴行應即以電子文件通知立約人，該筆交易將依約改於次日一營業日處理或依其他約定方式處理。

如因突發狀況或特殊因素(如系統暫停或結帳期間等)，立約人同意 貴行得暫停提供服務。

### 十、費用

立約人自使用本契約服務之日起，願依約定收費標準繳納服務費、手續費及郵電費，並授權 貴行自立約人之帳戶內自動扣繳；如未記載者，貴行不得收取。前項收費標準於訂約後如有調整，貴行應於 貴行網站上明顯處公告其內容，並以電子郵件或其他雙方約定之方式使立約人得知調整之內容。若配合貴行優惠活動，得依較優惠之價格收取費用，並於活動開始後公告即可。前項之調整如係調高者，貴行應於網頁上提供立約人表達是否同意費用調高之選項。立約人未於調整生效日前表示同意者，貴行將於調整生效日起暫停立約人使用網路銀行及行動銀行一部或全部之服務。立約人於調整生效日後，同意費用調整者，貴行應立即恢復網路銀行及行動銀行契約相關服務。前項 貴行之公告及通知應於調整生效六十日前為之，且調高之生效日不得早於公告及通知後次一年度之起日。

### 十一、立約人軟硬體安裝與風險

立約人申請使用本契約之服務項目，應自行安裝所需之電腦/智慧型手機之軟體、硬體，以及其他與安全相關之設備。安裝所需之費用及風險，由立約人自行負擔。前項軟硬體設備及相關文件如係由 貴行所提供，貴行僅同意客戶於約定服務範圍內使用，不得將之轉讓、轉借或以任何方式交付第三人。貴行並

應於網站及所提供軟體之包裝上載明進行本服務之最低軟體需求，且負擔所提供軟體之風險。立約人於契約終止時，如 貴行要求返還前項之相關設備，應以契約特別約定者為限。

## 十二、立約人連線準備及其責任

1. 若 貴行與立約人有特別約定者，立約人必須與 貴行為必要之測試後，始得連線。
2. 立約人對 貴行所提供或授權使用之使用者名稱、網銀密碼或簡訊密碼、約定接收簡訊密碼之行動電話及其行動電話號碼之 SIM 卡之軟體及相關文件，應負保管之責，未妥善保管而發生遺失、毀損、滅失所致之損失，由立約人自行負責，貴行不負任何賠償責任。約定接收簡訊密碼之行動電話號碼或 SIM 卡如有變更、遺失、被竊等情形者，立約人應親臨各分行或依其他經 貴行同意之方式辦理變更或掛失，於完成變更或掛失手續前，使用網路銀行及行動銀行各項服務，概視為立約人有效之指示，由立約人自行負責。

前項軟體設備及相關文件如係由 貴行所提供，貴行僅同意立約人於約定服務之範圍內使用，不得將之轉讓、轉借或以任何方式交付第三人。倘因立約人之行為致侵害 貴行或第三人之智慧財產權或其他權利，或因不當之操作使用導致損害時，應自負其責任。

立約人輸入使用者名稱、網銀密碼、簡訊密碼或身分驗證之資料連續錯誤達三次時，貴行得停止立約人申請、登入或使用本契約之服務。立約人應至 貴行任一分行或依 貴行同意之方式辦理相關手續。

## 十三、交易核對

貴行於每筆交易指示處理完畢後，以電子文件或 貴行及立約人約定之方式通知立約人，立約人應核對其結果有無錯誤，如有不符，應於交易完成日起四十五日內，以透過客服電話或親臨分行或其他雙方約定之方式通知 貴行查明。

貴行應於每月對立約人以平信或其它雙方約定方式寄送上月之月結單。立約人核對後如認為交易月結單所載事項有錯誤時，應於收受之日起四十五日內，以透過客服電話或親臨分行或其他雙方約定之方式通知 貴行查明。

貴行對於立約人之通知，應即進行調查，並於通知到達 貴行之日起三十日內，將調查之情形或結果以書面方式覆知立約人。

## 十四、電子文件錯誤之處理

立約人利用本契約之服務，如其電子文件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。

前項服務因可歸責於 貴行之事由而發生錯誤時，貴行應於知悉時，立即更正，並同時以電子文件或 貴行及立約人約定之方式通知立約人。

立約人利用本契約之服務，其電子文件因可歸責於立約人之事由而發生錯誤時，倘屬立約人申請或操作轉入之金融機構代號、存款帳號或金額錯誤，致轉入他人帳戶或誤轉金額時，一經立約人通知 貴行，貴行應即辦理以下事項：

1. 依據相關法令提供該筆交易之明細及相關資料。
2. 通知轉入行協助處理。
3. 回報處理情形。

## 十五、電子文件之合法授權與責任

雙方同意應確保所傳送至對方之電子文件均經合法授權。

雙方同意於發現有第三人冒用或盜用經合法授權之使用者名稱及密碼，或其他任何未經合法授權之情形，應立即以電話或其他雙方約定方式通知他方停止使用該服務並採取防範之措施。貴行接受前項通知前，對第三人使用該服務已發生之效力，由 貴行負責。但有下列任一情形者，不在此限：

1. 貴行能證明立約人有故意或過失。
2. 貴行依雙方約定方式通知交易核對資料或帳單後超過四十五日。惟立約人有特殊事由(如長途旅行、住院等)致無法通知者，以該特殊事由結束日起算四十五日，但 貴行有故意或過失者，不在此限。

針對第二項冒用、盜用事實調查所生之鑑識費用由 貴行負擔。

## 十六、資訊系統安全

雙方應各自確保所使用資訊系統之安全，防止非法入侵、取得、竊改或毀損業務記錄及客戶個人資料。第三人破解 貴行資訊系統之保護措施或利用資訊系統之漏洞爭議，由 貴行就該事實不存在負舉證責任。因第三人入侵 貴行資訊系統所造成之損害，由 貴行負擔。

## 十七、保密義務

除其他法律規定外，貴行應確保所交換之電子文件因使用或執行本契約服務而取得立約人之資料，不洩漏予第三人，亦不可使用於與本契約無關目的，且於經立約人同意告知第三人時，應使第三人負本條之保密義務。

前項第三人如不遵守此保密義務者，視為本人義務之違反。

## 十八、損害賠償責任

雙方同意依本契約傳送或接收電子文件，因可歸責於當事人一方之事由，致有遲延、遺漏或錯誤之情事，而致他方當事人受有損害時，該當事人應就他方所生之損害負賠償責任。

## 十九、紀錄保存

雙方應保存所有經由本服務所提供之相關電子文件紀錄，並應確保紀錄之真實性及完整性。

貴行對前項紀錄之保存，應盡善良管理人之注意義務。保存期限至少為五年以上，但其他法令有較長規定者，依其規定。

## 二十、電子文件之效力

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

## 二十一、客戶終止契約

立約人得隨時終止本契約，但應親臨 貴行分行或以雙方約定方式辦理。

## 二十二、貴行終止契約

貴行欲終止本契約時，須於終止日三十日前以書面通知立約人。但立約人如有下列情事之一者，貴行得隨時終止本契約並以書面或雙方約定方式通知立約人：

1. 立約人未經 貴行同意，擅自將契約之權利或義務轉讓第三人者。
2. 立約人依破產法聲請宣告破產或消費者債務清理條例聲請更生、清算程序者。
3. 立約人違反本契約第十五條至第十七條之規定者。
4. 立約人違反本契約之其他約定，經催告改善或限期請求履行未果者。
5. 立約人違反本約定書下 I、開戶約定事項，壹、一般約定事項第 26 條第 6 項之規定。
6. 立約人於貴行已無有效之帳戶亦無有效之信用卡者，本行得不通知立約人，隨時終止本契約。

## 二十三、契約修訂

本契約約款如有修改或增刪時，貴行以書面或雙方約定方式或於 貴行營業廳處所或網站公告方式通知立約人後，立約人於七日內不為異議者，視同承認該修改或增刪約款。但下列事項如有變更，應於變更前六十日以書面或雙方約定方式通知立約人，並於該書面或雙方約定方式以顯著明確文字載明其變更事項、新舊約款內容，警告知立約人得於變更事項生效前表示異議，及立約人未於該期間內異議者，視同承認該修改或增刪約款；並告知立約人如有異議，應於前項得異議時間內通知銀行終止契約：

1. 第三人冒用或盜用使用者代號、密碼，或其他任何未經合法授權之情形，貴行或立約人通知他方之方式。
2. 其他經主管機關規定之事項。

## 二十四、文書送達

立約人同意以契約中載明之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依約定方式通知變更地址時，貴行仍以契約中立約人載明之地址或最後通知 貴行之地址為送達處所。

## 二十五、法令適用

本契約準據法，依中華民國法律。

## 二十六、法院管轄

因本契約而涉訟者，貴行及立約人同意以台灣台北地方法院或立約人帳戶所屬貴行分行所在地之法院為第一審管轄法院，但法律有專屬管轄規定者，從其規定，亦不得排除消費者保護法第四十七條或民事訴訟法第四百三十六條之九小額訴訟管轄法院之適用。

## 二十七、標題

本契約各條標題，僅為查閱方便而設，不影響契約有關條款之解釋、說明及瞭解。

## 二十八、契約分存

除雙方另有約定以電子郵件傳送或其他合意之方式，視為交付實體文件外，本契約壹式貳份，由 貴行及立約人各執壹份為憑。

## 二十九、網路銀行及行動銀行使用

## 1. 「網路銀行申請」：立約人使用網路銀行服務，得以下列方式申請：

- (1) 立約人已開立 貴行台幣活存帳戶者，得親至 貴行任一分行申請使用網路銀行服務，經 貴行核可後，至網路銀行登入頁面上完成線上啟用程序。
- (2) 立約人已開立 貴行台幣活存帳戶且滿 18 歲之本國自然人者，得線上申請使用網路銀行服務，經完成身分驗證後，完成線上申請程序。立約人以此方式申請之網路銀行服務，其開放服務項目依 貴行規定。
- (3) 立約人為 貴行信用卡正卡持卡人且無 貴行台幣活存帳戶者，得以信用卡資料透過線上申請網路銀行服務，立約人以此方式申請之網路銀行服務，其開放服務項目依 貴行規定。

如信用卡正卡持卡人申請網路銀行服務後，開立 貴行台幣活存帳戶，自 貴行台幣活存帳戶開立之次日起，立約人即可使用銀行業務相關之網路銀行服務，其開放服務項目依 貴行規定。

## (4) 其他經 貴行同意之方式辦理網路銀行申請之手續。

## 2. 「網路銀行約定異動/註銷」：申請網路銀行服務約定事項異動，需至 貴行任一分行辦理，經 貴行核可後，即可變更與貴行約定之服務項目，或經 貴行同意之方式辦理網路銀行約定異動/註銷之手續，該異動服務內容同步適用於行動銀行服務。

## 3. 「網路銀行及行動銀行登入及使用」

- (1) 網路銀行及行動銀行登入時，立約人需輸入正確之身分證字號、使用者名稱及網銀密碼。登入後即可使用網路銀行及行動銀行服務。
- (2) 若立約人於 貴行無留存行動電話號碼者，同意網路銀行及行動銀行服務之交易服務僅限使用網銀密碼得進行之約定性帳務交易，無法使用須輸入簡訊密碼之各類交易服務。後續如有與 貴行新約定接收簡訊密碼之行動電話號碼，須依簡訊密碼解除鎖定之相關規定辦理後，始得進行使用簡訊密碼之各類交易服務。
- (3) 貴行對使用立約人身分證字號、使用者名稱與網銀密碼登入網路銀行及行動銀行使用的各項服務，均視為立約人本人所為之有效指示。同一身分證字號就網路銀行及行動銀行於同一時間僅得擇一登入，當發生同時登入時，登入在前者將被強制登出。
- (4) 立約人登入網路銀行及行動銀行後，若超過十分鐘未執行任何指令，貴行會自動將立約人自系統登出。
- (5) 立約人使用智慧型手機或平板裝置登入網路銀行者，除已完成行動裝置綁定升級外，不得進行網路銀行非約定轉帳交易。

## 4. 行動銀行服務：

## (1) 行動裝置綁定（最多以三組為限），立約人可擇以下任一方式進行裝置綁定-

- A. 立約人需輸入正確之身分證字號、使用者名稱及網銀密碼， 貴行再將裝置綁定之簡訊密碼傳送至立約人約定接收簡訊密碼之行動電話號碼，待立約人於行動裝置輸入正確之簡訊密碼，即完成行動裝置綁定（下稱「簡訊密碼綁定」）。立約人完成簡訊密碼綁定後，若要啟用生物辨識驗證以及推播確認方式進行指定交易，需登入行動銀行並依系統指示完成相關升級後啟用。其開放交易項目依 貴行官網公告之相關規定辦理。
- B. 立約人完成簡訊密碼綁定之步驟同時並搭配 SIM 卡認證，即完成行動裝置綁定（下稱「SIM 卡綁定」）。立約人完成 SIM 卡綁定後，系統將同步啟用以生物辨識驗證及推播確認之方式進行之指定交易。其開放交易項目依 貴行官網公告之相關規定辦理。
- C. 立約人得透過網路 ATM 設定行動裝置綁定後，並於設定當日登入行動裝置後依照系統指示完成行動裝置綁定（下稱「網路 ATM 綁定」）。立約人完成網路 ATM 綁定後，系統將同步啟用生物辨識驗證及推播確認之方式進行之指定交易。其開放交易項目依 貴行官網公告之相關規定辦理。
- D. 其他依照 貴行提供之方式辦理。若立約人為 貴行信用卡正卡持卡人且無 貴行台幣活存帳戶者，不提供生物辨識驗證及推播確認之方式進行之指定交易。

## (2) 快速登入服務：

- A. 擬設定快速登入服務者，立約人須先登入行動銀行，依據立約人之行動裝置功能設定快速登入服務；經認證之行動裝置未內建或未設定指紋辨識或臉部辨識登入服務者，無法使用快速登入服務。立約人得隨時關閉或開啟快速登入服務。
- B. 使用指紋/臉部辨識進行快速登入：行動裝置未存有辨識資訊或錯誤次數累計已達行動裝置原作業系統錯誤次數上限（所有行動銀行服務合併計算），系統將自動關閉使用指紋/臉部辨識進行快速登入服務，如擬重新啟用，立約人需重新設定快速登入服務。
- C. 立約人之網路銀行及行動銀行服務遭停止時，快速登入服務亦將自動關閉。
- D. 貴行對透過快速登入服務後使用的各項行動銀行服務，均視為立約人本人所為的有效指示。
- E. 立約人切勿與他人共用經認證之行動裝置(或儲存他人之指紋或臉部辨識資訊)、任意破解行動裝置、並慎防駭客攻擊以確保帳戶安全。立約人於發現第三人冒用或盜用快速登入服務時，應立即以電話或其他 貴行同意之方式通知 貴行停止行動銀行服務。貴行接獲前述通知前，第三人利用快速登入服務所為之指示均視為立約人有效之指示，由立約人自行負責，倘致 貴行受有損害，立約人並應負擔賠償之責。
- F. 如行動裝置內建之辨識功能發生任何問題，應由行動裝置製造廠商負責處理。
- G. 得設定快速登入服務之行動裝置以 貴行官網公告為主。

## (3) 如因不可歸責於 貴行之事由致行動銀行服務中斷、遲延、資料傳輸或貯存上之錯誤，或造成立約人行動裝置損壞、資料流失或其他損失，貴行無須負任何賠償責任。

## (4) 若註銷網路銀行，即無法再使用行動銀行相關服務。

## (5) 行動銀行「登入前預覽服務」約定事項：

- A. 行動銀行「登入前預覽服務」(下稱預覽服務)係指立約人於未登入行動銀行之狀態下，得快速預覽行動銀行預設或立約人自行設定之帳戶相關資訊。預覽服務預設為關閉，立約人首次使用前須先登入行動銀行並完成啟用預覽服務之相關設定。立約人得自行設定或修改預覽服務之項目。
- B. 如同一台行動裝置曾使用不同身分證字號登入行動銀行且均同意開啟使用預覽服務，貴行將依最後登入者之身分及其設定項目提供預覽服務。

## (6) 行動銀行「推播通知服務」約定事項：

- A. 立約人如授權超過 1 台之行動裝置接收推播通知服務，推播通知項目以立約人最後設定者為準，且推播通知僅發送至立約人最後設定之行動裝置。
- B. 如立約人同一台行動裝置曾使用不同身分證字號登入行動銀行且均開啟「推播通知服務」功能，貴行僅發送推播通知予最後登入者。
- C. 若因不可歸責於 貴行之事由導致無法接收推播通知，概與 貴行無涉，貴行亦不重新發送推播通知。

## 5. 網路銀行及行動銀行【全球帳戶連結】約定事項

- (1) 立約人可以在台灣或提供「全球帳戶連結」運作國家透過登入網路銀行或行動銀行，查詢其於其他提供「全球帳戶連結」運作國家之渣打銀行帳戶餘額。
- (2) 提供「全球帳戶連結」運作國家依貴行官網公告為準。

- (3) 如立約人使用外幣存款帳戶與提供「全球帳戶連結」運作國家同名帳戶間進行同幣別匯出匯款服務，相關費用依照貴行公告收費標準規定收取。如立約人從提供「全球帳戶連結」運作國家同名帳戶匯入款項至其外幣存款帳戶，則依其與提供「全球帳戶連結」運作國家間之約定收費。
- (4) 立約人同意「全球帳戶連結」會受到提供全球帳戶連結運作國家實際運作情況以及當地法令條款所限制。
- (5) 貴行保留變更「全球帳戶連結」項目之權利，且不保證提供「全球帳戶連結」運作的國家內所有服務或產品。
- 6.立約人利用本契約之服務所進行之各項交易依通訊交易解除權合理例外情事適用準則第二條第五款之規定，排除消費者保護法第十九條第一項解除權之適用。
- 7.立約人同意 貴行進行網路銀行暨行動銀行業務使用者行為追蹤分析。

### 三十、帳戶約定與交易限額

- 申請網路銀行服務時，立約人於 貴行之所有台、外幣活存帳戶將自動設定為約定轉帳帳號(指轉出帳號及轉入帳號)，惟聯名帳戶(夫妻聯名戶限取款印鑑樣式為貳式憑貳式)除外，支存帳戶自動設定為約定轉入帳號，立約人無須特別約定，如透過分行申請網路銀行服務，該約定帳號將於立約人完成線上啟用流程後翌日(日曆日)生效，透過線上申請者，該約定帳號將於申請完成後翌日(日曆日)生效。該約定帳號生效後同步適用於行動銀行服務。
- 立約人透過分行臨櫃辦理新約定或變更約定轉帳帳號者，該約定帳號將於申辦日之次一至二個日曆日生效。該約定帳號生效後同步適用於行動銀行服務。
- 立約人如欲申請網路銀行及行動銀行「約定轉帳」功能(指轉入帳號係開立於 貴行之第三人帳戶轉帳及跨行轉帳服務)須向 貴行以書面申請，並依 貴行之規定辦理。又轉帳交易區分為「約定轉帳」與「非約定轉帳」兩類，約定轉帳之轉入帳號須事先以書面申請約定完成後始可轉帳，非約定轉帳之轉入帳號則無須事先約定，即可轉帳。
- 立約人同意轉帳限制、相關服務功能適用及交易限額依 貴行官網公告之相關規定辦理。  
其他：ALMA 及綜合存款帳戶執行活期存款轉定期存款所產生的無單摺定期性存款，因具有質借與透支功能，於辦理中途解約時如有下列情事之一者，貴行有權得拒絕立約人中途解約之申請：(1)立約人使用質借服務；(2)立約人已透支金額大於透支額度；(3)立約人發生違約情事 (4) 其他因法令規定、法院或其他有權機關之命令或處分而不得解約之事由。
- 因 貴行作業錯誤而入帳，或電腦設備故障，或其他因素等原因，致發生誤入立約人帳戶或溢付情事者，貴行一經發覺得無須事先通知立約人，而逕自帳戶內扣還並更正之，倘該存款款項已被領用，立約人應負返還款項責任。
- 國內跨行匯款或國內外外幣匯款交易，須配合財金股份有限公司或受款金融機構之營業時間處理。
- 貴行收到立約人外幣匯款指示後，於特定時間內完成匯款交易，若有資料不符或轉出帳戶有存款不足支付匯款金額及手續費之情形，或 貴行對該項匯款指示有任何疑問時， 貴行有權不執行該筆匯款指示，立約人絕無異議。
- 立約人得隨時將其預約交易於該匯款日之前一日取消交易。若 貴行未於前述時間前接到立約人為取消之指示， 貴行得毋須另與立約人確認，即於該匯款日逕執行該預約交易。但若有資料不符或於約定轉帳生效日之轉出帳戶有存款不足之情形，或 貴行對該項預約交易有任何疑問時， 貴行有權不於該款執行該筆預約交易，立約人絕無異議。

## 金融服務收費標準(個人客戶)

收費減免優惠	一般客戶	優逸理財	優先理財	優先私人理財
臨櫃金融服務收費減免次數	無	無	往來資產達 300 萬元 (含) : 3 次 / 每月 往來資產達 1500 萬元 (含) : 5 次 / 每月	往來資產達 3,000 萬元 (含) : 10 次 / 每月
調箱費、遞送郵資、票據查詢、郵費、郵電費、全額到匯手續費或國外銀行收取費用等非本行收取費用，得列入優先私人理財貴賓減免項目，優先理財貴賓不適用。				
<b>一般項目</b>				
餘額證明	20 元/份	免費	免費	免費
調閱傳票或繳納單據影本	3 個月以內(含) : 100 元/份 3 個月以上 : 200 元/份+調箱費 800 元	3 個月以內(含) : 免費 3 個月以上 : 調箱費 800 元	3 個月以內(含) : 免費 3 個月以上 : 調箱費 800 元	免費
個人戶非當月月結單補發	6 個月以內(含) : 100 元/份 6 個月以上 : 200 元/份	免費	免費	免費
存單 / 存摺遺失補發	100 元/次	免費	免費	免費
印鑑遺失 / 變更印鑑	100 元/次	免費	免費	免費
存單質權設定	100 元/次	免費	免費	免費
相關銀行文件遞送郵資	國內 80 元 ; 國外 300 元	國內 80 元 ; 國外 300 元	國內 80 元 ; 國外 300 元	免費
<b>國內匯款</b>				
新台幣二百萬內(含)	30 元/筆(惟非本行客戶 100 元/筆)	30 元/筆	30 元/筆	30 元/筆
超過新台幣二百萬，最高二仟萬	10 元/ 每增加一百萬 (惟非本行客戶 50 元/ 每增加 100 萬)	10 元/ 每增加一百萬	10 元/ 每增加一百萬	10 元/ 每增加一百萬
<b>支票</b>				
一般支票申請	近三個月平均存款餘額： - 10 萬元以下(含) : 20 元/張； - 10 萬至 50 萬元(含) : 10 元/張； - 50 萬元以上免費	免費	免費	免費
專戶支票	200 元 + 印刷報價另計	免費 + 印刷報價另計	免費 + 印刷報價另計	免費 + 印刷報價另計
開出本行支票	100 元/張	免費	免費	免費
退票註銷	225 元/張	225 元/張	225 元/張	225 元/張
存款不足退票	200 元/張	200 元/張	200 元/張	200 元/張
票據信用查詢 / 退票查詢	200 元/筆	200 元/筆	200 元/筆	免費
本縣市交換票/外縣市託收票	5 元/張	免費	免費	免費
撤票	100 元/張	50 元/張	50 元/張	50 元/張
非交換地區託收	100 元/張	50 元/張	50 元/張	50 元/張
拒往戶/結清戶申請兌付票據	200 元/張	200 元/張	200 元/張	200 元/張
票據掛失止付	200 元/張	50 元/張	50 元/張	50 元/張
撤銷付款委託	100 元/張	50 元/張	50 元/張	50 元/張
<b>金融卡/網路銀行/行動銀行/電話語音</b>				
國內提款 - 本行 ATM	免費	免費	免費	免費
自行轉帳 - 本行通路	免費	免費	免費	免費
國內提款 - 他行 ATM	5 元/筆	每月 30 次免費， 單日不得超過 15 次(2021 年 12 月 31 日前)；超過優 惠次數之交易，每 筆依一般客戶收 費標準	每日 15 次免費；超過優惠次數之交易， 每筆依一般客戶收費標準	每日 15 次免費；超過優惠次數之交易， 每筆依一般客戶收費標準
自行轉帳 - 他行通路	超過 1000 元 : 15 元/筆；1000 元以 下 : 10 元/筆 (每 日每帳戶首筆 500 元以下之跨行交 易免手續費)			
跨行轉帳 - 本行及他行通路	100 元/張	免費	免費	免費
VISA 金融卡補發	50 元/次	免費	免費	免費
VISA / 晶片金融卡解鎖	50 元/次	免費	免費	免費
<b>ACH 發動者業務</b>				
代收交易 / 代付交易	10 元/筆	10 元/筆	10 元/筆	10 元/筆
代收交易-授權書核印作業	50 元/筆	50 元/筆	50 元/筆	50 元/筆
<b>外幣現鈔</b>				
存入 / 提領外幣現鈔	收取價差* (最低 100 元)	收取價差* (最低 100 元)	收取價差* (最低 100 元)	收取價差* (最低 100 元)
台幣兌換外幣(含人民幣)	100 元/筆	免費	免費	免費
外幣(含人民幣)兌換台幣	100 元/筆; 持非本行水單 500 元/筆; 非 本行客戶皆 500 元/筆	持本行水單免費; 持非本行水單 500 元 /筆	持本行水單免費; 持非本行水單 500 元 /筆	持本行水單免費; 持非本行水單 500 元/ 筆
*價差計算方式: (1) 美金價差之計算為存入/提領面額 x 15% 所得之數字以新台幣收取。舉例: 存入美金 1,000 元收取之價差為: 1,000x15% = 150, 以新台幣收取, 將收取新台幣 150 元。(2) 其他幣別價差之計算以存入/提領面額 x (本行廣告之現鈔賣出匯率 - 即期賣出匯率), 所得之數字以新台幣收取。				

帳戶管理費					
帳管費		無	每月之月平均往來資產餘額須達等值新台幣 300 萬元，未達標準者將於次月酌收每月新台幣 1,000 元之帳戶管理費。		
		一般客戶	優逸理財	優先理財	優先私人理財
帳戶管理費					
帳管費		無	每月之月平均往來資產餘額須達等值新台幣 300 萬元，未達標準者將於次月酌收每月新台幣 1,000 元之帳戶管理費。		
國外匯入					
一般匯入款 (含本行 OBU 匯入)		匯入金額萬分之五 (等值新台幣·最低 200 元·最高 800 元)	免費	免費	
定額新台幣求償之匯入匯款		匯入金額萬分之五(等值新台幣·最低 200 元·最高 800 元)+郵電費 350 元	郵電費 350 元	郵電費 350 元	
退匯手續費		USD10	USD 10 元	USD 10 元	
國外匯出 (限本行客戶辦理; 國外銀行費用另計)					
電匯		匯出金額萬分之五 (等值新台幣·最低 200 元·最高 800 元) + 郵電費 350 元 全額到匯需加收全額到匯手續費等值 USD35	郵電費 350 元 (匯出至各國渣打帳戶免收手續費及郵電費) 全額到匯需加收全額到匯手續費等值 USD35	郵電費 350 元 (匯出至各國渣打帳戶免收手續費及郵電費) 全額到匯需加收全額到匯手續費等值 USD35	
匯出款修改/查詢/取消/退匯		郵電費 350 元	郵電費 350 元	郵電費 350 元	
票匯		匯出金額萬分之五(等值新台幣·最低 200 元·最高 800 元)+郵電費 350 元	匯出金額萬分之五(等值新台幣·最低 100 元·最高 800 元)+郵電費 350 元	匯出金額萬分之五(等值新台幣·最低 100 元·最高 800 元)+郵電費 350 元	
匯票修改/查詢/取消/遺失		郵電費 350 元	郵電費 350 元	郵電費 350 元	
匯至本行 OBU 帳戶		USD10	免費	免費	
外幣光票 (限本行客戶辦理; 國外銀行費用另計)					
光票託收 (最低等值美金 100 元)		單張票面金額萬分之五; 非美國運通旅行支票係以單筆交易之總託收面額計算 (等值新台幣·最低 200 元·最高 800 元) + 郵電費: 亞洲區 300 元、大洋洲/美加/歐洲地區 600 元、其他地區 600 元	單張票面金額萬分之五; 非美國運通旅行支票係以單筆交易之總託收面額計算 (等值新台幣·最低 100 元·最高 800 元) + 郵電費: 亞洲區 300 元、大洋洲/美加/歐洲地區 600 元、其他地區 600 元	單張票面金額萬分之五; 非美國運通旅行支票係以單筆交易之總託收面額計算 (等值新台幣·最低 100 元·最高 800 元) + 郵電費: 亞洲區 300 元、大洋洲/美加/歐洲地區 600 元、其他地區 600 元	
光票託收退票		依國外銀行費用收取	依國外銀行費用收取	依國外銀行費用收取	
* 自 2023 年 8 月 14 日起·本行將停止受理澳幣(AUD)光票託收/退票業務; 自 2023 年 12 月 08 日起·本行將停止受理紐幣(NZD)光票託收/退票業務。					
境外金融 ( OBU ) (限本行客戶辦理; 國外銀行費用另計)					
本行 OBU 間轉帳		免費	免費	免費	
一般匯出匯款(含票匯)		USD20+郵電費 USD20 全額到匯需加收全額到匯手續費 USD35	USD20+郵電費 USD20 全額到匯需加收全額到匯手續費 USD35	USD20+郵電費 USD20 全額到匯需加收全額到匯手續費 USD35	
匯款至本行國內帳戶(DBU)		USD10	免費	免費	
匯出款修改/查詢/取消/退匯		USD10	USD10	USD10	
一般匯入款 (含本行國內帳戶 DBU 匯入)		USD10	免費	免費	
匯入匯款退匯手續費		USD10	USD10	USD10	
光票託收 (最低等值美金 100 元)		USD10 + 郵電費: 亞洲區 USD10、大洋洲/美加/歐洲地區 USD20、其他地區 USD20	USD10 + 郵電費: 亞洲區 USD10、大洋洲/美加/歐洲地區 USD20、其他地區 USD20	USD10 + 郵電費: 亞洲區 USD10、大洋洲/美加/歐洲地區 USD20、其他地區 USD20	
光票託收退票		依國外銀行費用收取	依國外銀行費用收取	依國外銀行費用收取	
* 自 2023 年 8 月 14 日起·本行將停止受理澳幣(AUD)光票託收/退票業務; 自 2023 年 12 月 08 日起·本行將停止受理紐幣(NZD)光票託收/退票業務。					

說明：

1. 本收費標準適用客群之認定條件如下: (1)優先私人理財貴賓:適用於優先私人理財貴賓月平均往來資產餘額達 3000 萬元(含)者; (2)優先理財貴賓: 適用於優先理財貴賓月平均往來資產餘額達 300 萬元(含)者; (3)優逸理財貴賓: 適用於優逸理財貴賓月平均往來資產餘額達 80 萬元(含)者; (4)一般客戶: 適用於一般客戶, 或優先私人理財、優先理財、優逸理財貴賓但月平均往來資產餘額未達前述標準者。
2. 就本表所載自動化通路以外之其他本行費用, 優先理財貴賓前一月帳戶之月平均往來資產餘額達新台幣 300 萬元(含)者次月可享三次臨櫃交易手續費減免; 達新台幣 1,500 萬元(含)者次月可享五次臨櫃交易手續費減免; 優先私人理財貴賓前一個月帳戶之月平均往來資產餘額達新台幣 3000 萬元(含)者次月可享十次臨櫃交易手續費減免。
3. 以上各項服務收費標準為本行之費用, 不含國外銀行之費用。本表所稱自動化通路含 ATM / 網路 ATM / 網路銀行 / 行動銀行 / 電話語音。本行保留隨時變更及終止上開收費標準之權利, 如有變更本行將依開戶總約定書規定之方式公告。若客戶不同意本次變更, 得於生效日前以書面通知本行終止開戶總約定書並結清帳戶。
4. 優逸理財 / 優先理財 / 優先私人理財貴賓客戶若持有 eSaver 帳戶, 其自動化通路跨行轉帳優惠次數依 eSaver 專屬優惠計算。優逸理財 / 優先理財 / 優先私人理財貴賓客戶使用自動化通路跨行提款或轉帳者, 超過每日 15 次之手續費優惠次數時, 將依一般客戶收費標準計算每次交易之手續費。

- 5.若客戶於短期內有小額、連續、密集提領或轉帳等異常狀況發生，本行得隨時限制或終止該客戶使用手續費減免優惠之資格，並且得要求該客戶負擔已減免之手續費金額。
- 6.「存入 / 提領外幣現鈔」享有手續費減免優惠，其減免次數之計算以新台幣 750 元為一單位，每筆交易使用減免優惠後超過之金額，仍應就其該筆交易未減免部分收取手續費，若優惠次數皆用完則依本表收取價差。例：客戶提領美金 20,000 元，價差為新台幣 3,000 元，可一次性使用 3 次減免優惠，則減免金額為新台幣 2,250 元，未減免之手續費金額新台幣 750 元仍應收取。

此收費標準於 2023 年 11 月 24 日公告，自 2023 年 12 月 08 日起生效

### 金融服務收費標準(中小企業客戶)

金融服務收費標準	中小企業客戶	精選企業
<b>一般項目</b>		
餘額證明	20 元/份	免費
調閱傳票或繳納單據影本	3 個月以內(含)：100 元/份 3 個月以上：200 元/份+調箱費 800 元	3 個月以內(含)：免費 3 個月以上：調箱費 800 元
非當月月結單補發	6 個月以內(含)：100 元/份 6 個月以上：200 元/份	免費
存單 / 存摺遺失補發	100 元/次	免費
印鑑遺失 / 變更印鑑	100 元/次	免費
存單質權設定	100 元/次	免費
相關銀行文件遞送郵資	國內 80 元；國外 300 元	國內 80 元；國外 300 元
<b>國內匯款</b>		
新台幣二佰萬內(含)	30 元/筆(惟非本行客戶 100 元/筆)	30 元/筆(惟非本行客戶 100 元/筆)
超過新台幣二佰萬，最高二仟萬	10 元/ 每增加一百萬 (惟非本行客戶 50 元/ 每增加 100 萬)	10 元/ 每增加一百萬 (惟非本行客戶 50 元/ 每增加 100 萬)
<b>支票</b>		
一般支票申請	20 元/張	20 元/張
專戶支票	20 元/張 + 印刷報價另計	20 元/張 + 印刷報價另計
開出本行支票	100 元/張	免費
退票註銷	225 元/張	225 元/張
存款不足退票	200 元/張	200 元/張
票據信用查詢 / 退票查詢*	200 元/筆	200 元/筆
本縣市交換票/外縣市託收票	15 元/張	15 元/張
撤票	150 元/張	50 元/張
非交換地區託收	150 元/張	50 元/張
拒往戶/結清戶申請兌付票據	200 元/張	200 元/張
票據掛失止付	200 元/張	50 元/張
撤銷付款委託	100 元/張	50 元/張
*如遇票據信用查詢結果無負責人戶號或資料不對，需另加查負責人票信時，額外加收查詢費用 200 元/筆。		
<b>金融卡/網路銀行/行動銀行/電話語音</b>		
國內提款 - 本行 ATM	免費	免費
國內提款 - 他行 ATM	5 元/筆	5 元/筆
自行轉帳 - 本行通路	免費	免費
自行轉帳 - 他行通路	超過 1000 元：15 元/筆；1000 元以下：10 元/筆	超過 1000 元：15 元/筆；1000 元以下：10 元/筆
跨行轉帳 - 本行及他行通路	(每日每帳戶首筆 500 元以下之跨行交易免手續費)	(每日每帳戶首筆 500 元以下之跨行交易免手續費)
VISA 金融卡補發	100 元/張	免費
VISA / 晶片金融卡解鎖	50 元/次	免費
<b>ACH 發動者業務</b>		
代收交易 / 代付交易	10 元/筆	10 元/筆
代收交易-授權書核印作業	50 元/筆	50 元/筆
<b>中小企業金融網</b>		
FXML 憑證年費	2,000 元	免費
憑證硬體載具工本費	1,750 元	免費
<b>外幣現鈔</b>		
存入 / 提領外幣現鈔	收取價差* (最低 100 元)	收取價差* (最低 100 元)
台幣兌換外幣(含人民幣)	100 元/筆	免費
外幣(含人民幣)兌換台幣	100 元/筆; 持非本行水單 500 元/筆; 非本行客戶皆 500 元/筆	持本行水單免費; 持非本行水單 500 元/筆
*價差計算方式: (1) 美金價差之計算為存入/提領面額 x 15%所得之數字以新台幣收取。舉例：存入美金 1,000 元收取之價差為：1,000x15% =150，以新台幣收取，將收取新台幣 150 元。(2)其他幣別價差之計算以存入/提領面額 x (本行牌告之現鈔賣出匯率 - 即期賣出匯率)，所得之數字以新台幣收取。		
<b>帳戶管理費</b>		
帳管費	每月之月平均往來資產餘額須達等值新台幣 50 萬元，未達標準者將於次月酌收每月新台幣 1,000 元之帳戶管理費。	

金融服務收費標準	中小企業客戶	精選企業
<b>國外匯入</b>		
一般匯入款 (含本行 OBU 匯入)	匯入金額萬分之五 (等值新台幣, 最低 200 元、最高 800 元)	免費
定額新台幣求償之匯入匯款	匯入金額萬分之五(等值新台幣, 最低 200 元、最高 800 元)+郵電費 350 元	郵電費 350 元
退匯手續費	USD10	USD 10 元
<b>國外匯出 (限本行客戶辦理; 國外銀行費用另計)</b>		
電匯	匯出金額萬分之五 (等值新台幣, 最低 200 元、最高 800 元) + 郵電費 350 元 全額到匯需加收全額到匯手續費等值 USD35	郵電費 350 元 (匯出至各國渣打帳戶免收手續費及郵電費) 全額到匯需加收全額到匯手續費等值 USD35
匯出款修改/查詢/取消/退匯	郵電費 350 元	郵電費 350 元
票匯	匯出金額萬分之五(等值新台幣, 最低 200 元、最高 800 元)+郵電費 350 元	匯出金額萬分之五(等值新台幣, 最低 100 元、最高 800 元)+郵電費 350 元
匯票修改/查詢/取消/遺失	郵電費 350 元	郵電費 350 元
匯至本行 OBU 帳戶	USD10	USD10
<b>外幣光票 (限本行客戶辦理; 國外銀行費用另計)</b>		
光票託收 (最低等值美金 100 元)	單張票面額萬分之五; 非美國運通旅行支票係以單筆交易之總託收面額計算(等值新台幣, 最低 200 元、最高 800 元) + 郵電費: 亞洲區 300 元、大洋洲/美加/歐洲地區 600 元、其他地區 600 元	單張票面額萬分之五; 非美國運通旅行支票係以單筆交易之總託收面額計算(等值新台幣, 最低 100 元、最高 800 元) + 郵電費: 亞洲區 300 元、大洋洲/美加/歐洲地區 600 元、其他地區 600 元
光票託收退票	依國外銀行費用收取	依國外銀行費用收取
* 自 2023 年 8 月 14 日起, 本行將停止受理澳幣(AUD)光票託收/退票業務; 自 2023 年 12 月 08 日起, 本行將停止受理紐幣(NZD)光票託收/退票業務。		
<b>境外金融 ( OBU ) (限本行客戶辦理; 國外銀行費用另計)</b>		
本行 OBU 間轉帳	免費	免費
一般匯出匯款(含票匯)	USD20+郵電費 USD20 全額到匯需加收全額到匯手續費 USD35	USD20+郵電費 USD20 全額到匯需加收全額到匯手續費 USD35
匯款至本行國內帳戶(DBU)	USD10	USD10
匯出款修改/查詢/取消/退匯	USD10	USD10
一般匯入款 (含本行國內帳戶 DBU 匯入)	USD10	USD10
匯入匯款退匯手續費	USD10	USD10
光票託收 (最低等值美金 100 元)	USD10 + 郵電費: 亞洲區 USD10、大洋洲/美加/歐洲地區 USD20、其他地區 USD20	USD10 + 郵電費: 亞洲區 USD10、大洋洲/美加/歐洲地區 USD20、其他地區 USD20
光票託收退票	依國外銀行費用收取	依國外銀行費用收取
* 自 2023 年 8 月 14 日起, 本行將停止受理澳幣(AUD)光票託收/退票業務; 自 2023 年 12 月 08 日起, 本行將停止受理紐幣(NZD)光票託收/退票業務。		

## 說明:

1. 中小企業客戶: 係指隸屬於中小企業事業處之客戶, 如符合交易當日存款餘額或月平均往來存款餘額達等值新台幣 300 萬元(含), 得適用精選企業之金融服務收費標準。
2. 以上各項服務收費標準為本行之費用, 不含國外銀行之費用。本表所稱自動化通路含 ATM / 網路 ATM / 網路銀行 / 行動銀行 / 電話語音。網路銀行 / 行動銀行僅限個人戶、獨資企業及個人投資公司申請, 其餘企業客戶可申請中小企業金融網。
3. 本行保留隨時變更及終止上開收費標準之權利, 如有變更本行將依開戶總約定書規定之方式公告。若 貴客戶不同意本次變更, 得於生效日前以書面通知本行終止開戶總約定書並結清 貴客戶之帳戶。
4. 若客戶於短期內有小額、連續、密集提領或轉帳等異常狀況發生, 本行得隨時限制或終止該客戶使用手續費減免優惠之資格, 並且得要求該客戶負擔已減免之手續費金額。
5. 調箱費、遞送郵資、票據查詢、郵費、郵電費、全額到匯手續費或國外銀行收取費用等非本行收取費用, 不予減免。

此收費標準於 2023 年 11 月 24 日公告, 自 2023 年 12 月 08 日起生效

# General Agreement for Account Opening

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**If there is any conflict or inconsistency between the Chinese version and the English version, the Chinese shall prevail.**

## General Agreement for Account Opening

**The review period for this General Agreement for Account Opening (this Agreement) is seven days (unless it is specified otherwise to be less than seven days by laws).**

It is given to the Undersigned upon opening an account to be reviewed. The Undersigned may also request it from the Bank or download the latest or updated version from the website of the Bank at any time directly (Website:www.sc.com/tw/). **It is important that the Undersigned reads through this Agreement carefully prior to using any service under this Agreement. Do not use any service under this Agreement unless you have read through this Agreement during the review period.** The Undersigned agrees to abide by the terms and conditions herein, including those for account opening and those for a trust account, among others. The agreed matters that are actually applicable to the Undersigned shall still be based on the actual services that are available between the Undersigned and the Bank.

To begin any current transaction, the Undersigned needs to meet the Bank's requirements first. The Undersigned also declares that the terms and conditions herein have been read through carefully and agreed upon within a reasonable period of time. The Undersigned (the "Customer") shall abide by each of the requirements below within the scope of applicability while using any of the services below through a deposit account, trust account, and/or other accounts opened at each branch of Standard Chartered Bank (Taiwan) Limited (the "Bank"):

### **I. Terms and Conditions for Account Opening**

#### **A. General Terms and Conditions**

Unless otherwise specified as special clauses, the general terms and conditions below apply to all services included in this Agreement and any services that are introduced or amended in the future:

##### **i. Account Opening Criteria and Method**

To open an account, the Customer shall complete the process in person with the name shown in the Household Registration Transcript according to the Name Act. For a company, tradename, or group, the name of the person in charge shall be provided. Furthermore, two personal identification documents shall be presented (for personal accounts, they shall be the National ID Card and another document that can prove the Customer's identity, such as an NHI Card, Passport, Driver's License, or Student ID Card. For non-personal accounts, they shall be Registration Certificate and the Board meeting minutes, Articles of Incorporation, or financial statement, etc.). One or both of the signature and the seal plus other account opening documents required by the Bank are to be retained and applicable regulatory requirements shall be met. In the event that the Customer is unable to complete the account opening process in person due to particular conditions, a power of attorney or authorization letter may be issued as required by law to delegate or authorize a third party to complete the process instead. The Bank may only approve the account opening process once the delegated or authorized tasks are confirmed to be accurate through credit checking or investigation.

##### **ii. Account Opening Application Form**

Starting from the date when this Agreement is read and the applicable Account Opening Application Form is completed, unless specified otherwise by the Bank, the Customer may, within the scope allowed by law, activate other accounts/services yet to be requested in other ways approved by the Bank and they shall take effect as soon as the original copy of the Account Opening Application Form is received by the Bank and the internal operating procedure is completed. The Customer shall also abide by all terms and conditions specified in the Application Form.

##### **iii. Change of Customer Information and Signature/Seal**

In case of change to the Customer's information at the Bank, the Bank shall be notified in writing or in ways acceptable to the Bank at the time within thirty days (the Customer's signature/seal on record needs to be used). Even if the Customer fails to notify the Bank upon change of information, for purposes such as preventing money laundering, the Bank may still periodically contact the Customer spontaneously in order to confirm the accuracy of the information and to update related information accordingly. When contacted by the Bank for confirmation of or updates to information, the Customer is obligated to provide the latest information of the items listed below (collectively "Important Information") to the Bank or confirm that the Important Information previously left at the Bank remains unchanged. Important Information will vary based on whether it is a personal account or a business or organization that is not a personal account, and includes: Personal account: (1) Name; (2) National ID number (or passport number); (3) nationality; (4) date of birth; and (5) address. Non-personal sole-proprietorship tradename: (1) Title of the tradename; (2) registered, operating, and corresponding addresses of the tradename; (3) tax ID number of the tradename; (4) scope and nature of operation of the tradename; and (5) name, National ID number (or passport number), nationality, and date of birth of the person in charge of the tradename. Non-personal partnership business: (1) Title of the partnership business; (2) registered, operating, and corresponding addresses of the partnership business; (3) tax ID number of the partnership business; (4) scope and nature of operation of the partnership business; and (5) name, National ID number (or passport number), nationality, and date of birth of the partner. Non-personal legal entity that is not sole proprietorship or partnership business: (1) Name of the legal entity; (2) registered, operating, and corresponding addresses of the legal entity; (3) tax ID number of the legal entity; (4) scope and nature of operation of the legal entity; (5) name, National ID number (or passport number), nationality, and date of birth of the person in charge of the legal entity; (6) name, National ID number (or passport number), nationality, and date of birth of the directors and supervisors (if any) of the legal entity; (7) name, National ID number (or passport number), nationality, and date of birth of the authorized representative of the legal entity to sign with the Bank for business interactions; and (8) name, National ID number (or passport number), tax ID number, nationality, domicile, and date of birth of each shareholder holding 10% or more shares. If a shareholder holding 10% and more shares is a legal entity, it shall include also the name, National ID number (or passport number), nationality, and date of birth of each natural person holding 10% and more shares of the specific shareholding legal entity and the name, tax ID number, and domicile of the said shareholding legal entity. After the date this Agreement is signed, if the Bank needs to collect or review related information according to or to comply with applicable laws and regulations or commands or instructions of related competent authorities, judicial authorities, prosecutors' offices, or investigating authorities or exchanges, the Customer is also obligated to provide the related information. For the provision or confirmation of Important Information, the Customer shall complete it in a way designated by the Bank or in another way otherwise agreed upon by the parties within the period given by the Bank, shall guarantee the accuracy, truthfulness, and integrity of the said Important Information, and shall cooperate by providing related supporting information upon request from the Bank. Change of the signature on record, however, shall be applied for in person by the Customer. If such a change is done by someone else as authorized by the Customer under special circumstances where the Customer is unable to apply for it in person, the said representative shall make the request at the counter and present the Authorization Letter with the personal signature of the Customer in order for the Bank to confirm the status of the Customer and the representative. The above-mentioned change is only binding for the Bank when the latter confirms receipt of it.

##### **iv. Debits**

1. When the Bank is requested by domestic or international competent authorities to make a payment, the Customer agrees that the Bank may withhold an amount from or pay it through the Customer's account in compliance with applicable laws and regulations, commands, or agreements or instructions of domestic and international competent authorities and governments.

2. The Customers only follows the terms and conditions herein and authorizes that the Bank may (yet the Bank is not obligated to) deduct any principal, interest, moratory interest, processing fees, postage/telegram fees, default penalties, processing fees for writing off records of rejected cheques, taxes to be borne from doing business with the Bank, NHI supplementary premiums, and advance payments that should be returned to the Bank, among other payables, directly from any account of the Customer without notifying the Customer in advance.

**v. Minimum Daily Average Account Balance and Processing Fees**

The Bank may set the minimum daily average account balance each month (the "Average Balance") reflective of the different natures of accounts. For any failure to fulfill the Average Balance, the Bank may collect administration fees on a monthly basis reflective of the different natures of accounts. This amount will be made known to the Customer in the ways agreed upon herein. The Bank may deduct the said account administration fees directly from each account of the Customer. Furthermore, the Bank may revise the value of the Average Balance and account administration fees at any time and announce the revisions and their effective dates at the operating location or on the website of the Bank or print them out on the monthly statement or otherwise notify the Customer in writing. If the Customer does not approve the revisions made by the Bank, the Customer may terminate the current account relationship with the Bank and this Agreement at any time.

**vi. Monthly Statement and Transaction Voucher**

1. The Customer understands that the Bank provides monthly statements only to paperless account holders, paperless TWD/foreign currency time deposit account holders, time deposit company account holders, VIPs, Mortgage One customers, Ideal Mortgage customers, VISA card holders, customers conducting certain transactions/payments via online banking and mobile banking including various TWD transfer to designated/non-designated accounts, Payments, TWD time deposit and TWD Mutual Fund transaction and, customers conducting certain transactions/payments via phone banking including various TWD transfer to designated/non-designated accounts, Payments and TWD time deposit, and customers with accounts with the Bank devoted to wealth management investments with inventory or engagement. Unless specified otherwise, the Bank shall issue passbooks for all the accounts held by the Customer. By "specified otherwise", it means that the Bank shall provide the Customer with the monthly statement each month for paperless accounts or paperless time deposit accounts. For VIPs, the Bank shall send the combined monthly statement periodically each month for all accounts (including deposit accounts, trust investment accounts, and loan accounts) to the Customer. Such monthly statements may be in physical or electronic form. If the Customer does not receive the monthly statement for the current month, the Bank shall be notified immediately. If the Customer finds any discrepancy in contents of the monthly statement, the Bank shall be notified within 45 days upon receipt of the said monthly statement; otherwise, the contents would be inferred to be free of errors.
2. Starting in January 2013, the Bank may also send the confirmation notice for trust investment transactions to the Customer in the same way where the combined monthly statement is provided upon completion of an investment transaction or alteration made to the trust account of the Customer. If the Customer does not receive the said trust investment transaction confirmation notice, the Bank shall be notified immediately. In the event that the Customer finds any discrepancy in the contents of the trust investment transaction confirmation notice, the Bank shall be notified to investigate it within 14 days upon receipt of the said notice; otherwise, the contents would be inferred to be free of errors.
3. In addition, for the original copies or photocopies, pictures, or computer archived data of related correspondence supporting documents retained at the Bank, unless the Customer proves that the contents are erroneous and demands that corrections be made by the Bank, the Customer agrees that the documents may serve as valid evidence supporting related current transactions made by the Customer.
4. The Customer agrees the Bank, for transaction safety, is entitled to suspend all or part of services in the event that the monthly statements delivered to the Customer's mailing address or email address are returned for a certain number of times. The Bank may restore the suspended services after the Customer provides and/or updates mailing address, email address or other information per the Bank's request through visiting branch in person, via telephone banking services or through another channel agreed by the Bank.

**vii. Foreign Exchange and Declarations**

When monetary exchange is involved in any transaction engaged in under this Agreement, unless specified otherwise, the Bank may follow the exchange rates posted at the Bank at the time of the transaction, with the exchange risk being borne by the Customer. If the foreign exchange purchase or sale needs to be declared with the Central Bank, the Customer must declare it truthfully by completing the declaration paperwork required by the competent authority. The Customer shall be solely responsible if the declared foreign currency transaction has been rejected due to legal restrictions, government policies, or its lack of foreign currency quota. For any foreign exchange transaction, as soon as the Bank is aware of the Customer having exceeded the current credit limit, the Bank may withhold the said related transaction. The Customer hereby declares its compliance with laws and government policies for any foreign exchange purchase and sale and agrees to take sole responsibility for indemnifying the Bank for any losses incurred (including but not limited to penalties imposed by the competent authority).

**viii. Restrictions over Claims, Government Requirements, and Bank Charter**

1. For the deposits, entrusted assets, and other transactions herein, their solvency/fulfillment may only be requested with branches of the Bank within the territories of the Republic of China that undertake related business and are subject to the laws of the Republic of China (including executive orders and government acts).
2. If the Bank believes that any service herein that is provided will lead to the Bank violating laws or policies, the Bank is not obligated to provide the said service. To apply for an account with a branch that is engaged in international finance, the Customer shall also follow the Offshore Banking Act and other applicable laws and regulations.
3. The Customer agrees not to hand over any deposit certificate, account passbook, seal, password, ATM card, signed blank withdrawal slip/trade instruction/subscription form etc. to the Bank's staff or any third party for storage or use or ask the Bank's staff or any third parties to transfer money, subscribe/redeem funds, make investments, or withdraw cash on his/her behalf, whether using Internet banking, phone banking or automated teller machines. In case of any loss due to a violation or as a result of the above-mentioned behavior, the Customer shall be solely responsible and the Bank shall not be involved.
4. The Customer agrees to follow current regulations governing any account and shall be subject to such regulations or revisions made to them in the future that are applicable to the Customer.
5. The Customer agrees to compensate the Bank for any loss caused by violation of the above-mentioned restrictions/requirements and regulations.

**ix. Information Disclosure, Personal Data, and Outsourced Operations**

1. If the Customer signs this Agreement prior to the date when the revised articles of the Personal Data Protection Act announced on May 26, 2010 came into force (that is, September 30, 2012 and before),
  - (1) then apart from the Special Terms and Conditions for cheque deposits, the Customer also agrees that the Bank may (or have an authorized third party to) collect, process through the computer or forward internationally, or utilize the personal data of the Customer (such as name, address, telephone, and National ID number, etc.) in order to (A) process current transactions between the Customer and the Bank and recommend/introduce the service items to the Customer, (B) allow a third party to recommend/introduce and provide its products and services (for the said recommendation/introduction in the foregoing (A) and (B)), the Customer may notify the Bank at any time in writing and cancel the consent, which

shall take effect the next day upon receipt of the notice by the Bank), (C) further general financial investigations by counterparts and exchange of financial information, and (D) engage in other transactions allowed by applicable laws and regulations or meet operational or administrative needs, including, without limitation, marketing, taxation, consultation and advisory service, executive research, statistical survey or analysis, information and database management, auxiliary and logistic support, risk control, prevention against money laundry, management of risks such as financial crime, internal malpractice, external frauds, etc., investigation in a global effort to fight against terrorism, and joint marketing, among others). The Customer particularly agrees that the Bank and its staff or representatives may disclose related information of the Customer, the Customer's accounts, and/or the transactional relationship between the Customer and the Bank and the Bank's Parent (and all of the parent bank's branches) (the "Parent Bank"), including, without limitation, details of the loans that the Customer gets out of the Bank and the Parent Bank, the obtained collaterals, and ongoing transactions, and confirmation of the account balance and positions. The disclosure may be made to:

- A. The Parent Bank, any of its subsidiaries, or the subsidiaries of its holding company, affiliates, offices or branches in any region (collectively "Approved Parties");
  - B. Professional consultants and service providers for services provided to the Approved Parties and subject to confidentiality for the Approved Parties;
  - C. Parties actually or potentially involved or assignees, undertakers, or transferees (the representatives or consultations of any of the above-mentioned parties) in the rights and/or obligations between the Bank and the Customer under any contract;
  - D. Any credit rating agency, insurer or insurance broker of the Approved Parties, or direct or indirect credit protection provider for the Approved Parties;
  - E. Any court or arbitrator or competent authority, governing authority, government, or quasi-government agency with jurisdiction over the Approved Parties;
  - F. The Joint Credit Information Center (the "JCIC"), a third party authorized by or collaborating with the Bank, corresponding financial institution, and other third parties required by laws and regulations. (For the requirements regarding the provision of transaction data as mentioned above in A to D, the Customer may notify the Bank to cancel the consent at any time in writing, which shall take effect the day after receipt of the said notice by the Bank.)
- (2) The Customer hereby agrees that the Bank may, partially or entirely, outsource transaction matters between the Customer and the Bank to a third party, including but not limited to marketing, taxation administration, telecommunications, computer system operations, information registration, processing, output, logistical operations, document scanning, data input, report printing, packaging, mailing, transfers, deposits, payments, exchanges, credit investigation, overdue payment notices, among other matters related to processing of transactions and operations by the Bank and agrees that the Bank may provide the correspondence data of the Customer to a third party authorized by the Bank to perform tasks within the scope required to complete the tasks.
1. If the Customer signs this Agreement after the date when the revised articles of the Personal Data Protection Act announced on May 26, 2010 came into force (that is, October 1, 2012 onwards): The Bank shall collect, process, and utilize the personal data of the Customer in compliance with the Personal Data Protection Act and the Bank's "Information to Be Made Known for Collection, Processing, and Utilization of Personal Data."
  2. If the Customer is a company, tradename, organization, an institution, any other legal entity, or non-legal group, besides the foregoing two paragraphs, the terms and conditions hereunder shall apply, too:
    - (1) The Bank may disclose the information provided by or relevant to the Customer to:
      - a. The Bank's affiliates;
      - b. The Bank's or any of its affiliate's service providers, professional consultants, insurers or insurance brokers that are obligated to keep the disclosed information confidential;
      - c. Current or potential participants, secondary participants, or assignees (or the representative or professional consultants) of the rights or obligations of the Bank under the transaction between the parties;
      - d. A rating agency or the direct or indirect provider of credit protection; or
      - e. As required by law or by the competent authority.
    - (2) Without affecting Subparagraph (1) hereunder and within the scope allowed by laws and regulations, the Customer agrees that the Bank may provide the information provided by the Customer (including but not limited to credit data, capital size, revenue, records of rejections or supplementations in case of insufficient deposits, cheques, and rejected business) to financial counterparts, the JCIC, any government agency, overseas branches of the Bank, domestic and overseas affiliates of the Bank, the corresponding bank, the National Credit Card Center of the ROC, Taiwan Clearing House, Financial Information Service Co., Ltd., Taiwan Stock Exchange Corporation, Taiwan Futures Exchange, Taipei Exchange, Taiwan Depository and Clearing Corporation, unions, Financial Ombudsman Institution, international credit card organizations, acquirers, credit guarantee agencies, Small and Medium Enterprise Credit Guarantee Fund of Taiwan, third parties authorized by the Bank and the domestic and overseas affiliates of the Bank to handle business, receivers of personal data transmitted internationally not subject to the restrictions of the central competent authority for the target business, any institution designated by the competent authority, parties approved by the Customer, other institutions doing business with the Bank, and institutions or financial supervisory authorities with power given by laws, including but not limited to the parties indicated in Subparagraph (1) hereunder. The Customer also agrees that the above-mentioned parties may provide the said information to a third party for confirmation. The consent given by the Customer to the use mentioned hereunder is considered to be compliant with the Personal Data Protection Act (including its subsequent additions or revisions).
    - (3) Without violating Subparagraph (1) hereunder, the Customer agrees to the collection, processing, international transmission, or utilization of the data provided by the Customer for the purposes below: A. To address instructions provided by the Customer; B. To recommend or introduce or provide products and services; C. To facilitate credit investigation and exchange of information by or together with another financial institution; D. To meet transactional, operational, and/or administrative needs; and E. For purposes stated under "Information to Be Made Known for Collection, Processing, and Utilization of Personal Data" (the "Informed Matters") provided by the Bank or for each of the purposes required or allowed by laws according to the registered scope of operation or its charger.
    - (4) The Customer hereby declares and undertakes that prior to providing the Bank with the personal data of its staff, directors, supervisors, other equivalent staff or any individual (collectively "Staff"), it will hand over "Information to Be Made Known for Collection, Processing, and Utilization of Personal Data" ("Informed Matters") provided by the Bank to each of the said parties and will inform its staff, directors, supervisors, and anyone of the purpose, category, duration of utilization, region, intended party and method adopted in the Bank's collection of personal data and the rights it may exercise under Article 3 of the Personal Data Protection Act and how they may be exercised, sources of the personal data obtained by the Bank, and any other information to be provided under laws and regulations and shall obtain consent from each of the said parties to details of Informed Matters. In cases of revisions to the foregoing Informed Matters, the Customer agrees that the Bank may inform the Customer of highlights of the revisions in words, in writing, by phone, by text message, by email, by fax, through electronic documents, or in other ways that are sufficient to inform the Customer or for the Customer to know. The Customer also agrees that post-revised Informed Matters will be provided to related parties and their consent will be obtained.
  3. In case of any discrepancy between applicable terms defined or agreed upon on the collection, processing, utilization, or international transmission of personal data herein and the Informed Matters, the Informed Matters and their subsequent revisions at the Bank shall prevail.

4. The Customer understands that the Bank is subject to the reporting obligation and other requirements under applicable money laundering, anti-corruption, anti-boycott, foreign account taxation acts and other similar laws and regulations in the Republic of China, the United States, the United Kingdom, and other countries and agrees that related documents or data will be provided to the Bank within the required scope and that it will work with the Bank so that the Bank meets the requirements under the above-mentioned laws and regulations or related contracts signed accordingly. As needed for internal control and risk management, the Bank will review customer status and identification periodically. If the Customer fails to provide related documents or data, the Bank is entitled to refuse one or multiple transactions, or discontinue or shut down the Customer's account.
5. The Bank may authorize a third party to handle part of or all related services agreed upon herein and disclose to the said third party related information of the Customer for the said purpose.
6. The Bank agrees that it will keep the information provided by or relevant to the Customer confidential.
7. The Customer agrees that the Bank may authorize a third party to process the information provided by the Customer.
8. The Customer guarantees that all information provided to the Bank is correct and free of errors and authorizes the Bank to validate and collect relevant personal data of the Customer at any time with parties concerned (including but not limited to the JCIC) within the scope of the specific purpose defined by the Bank. Furthermore, the Bank may process, utilize, and transmit internationally the said personal data. If there are any changes to the Customer's information, the Bank shall be notified as soon as possible.
9. As is required by applicable laws/or agreed upon by the Customer, when it is considered necessary to confirm the taxation responsibility of the Customer in any country or region, the Bank or the Parent Bank (including all of its branches) may provide the Customer's information to a domestic/international competent authority or taxation authority.

**x. Breach of Agreement**

Any of the following will be a so-called "breach of agreement" defined herein. Except for deposit pledge, the Bank may terminate each account and/or current relationship under this Agreement at any time as agreed upon Article 15 for the termination. The Bank may also suspend all or part of the services at any time or notify the Customer of the termination of all or part of this Agreement following a written notice at any time:

1. Failure by the Customer in repaying loans owed to the Bank under this agreement or any other agreements;
2. The Customer is insolvent or has filed for settlement under the Bankruptcy Law, filed for or declared bankruptcy, filed for restructuring, been placed on the black list by the Clearing House, stopped operations, been dismissed, been recalled, been abolished, or cleared debts;
3. The Customer is unable to provide additional collateral as required herein or is asked by the Bank to return all or part of the financed loans or provide additional collateral due to change in laws or regulations or the concern over violations of laws or regulations with the financed loans provided to the Customer or the financing criteria of the Bank and the Customer fails to do as told;
4. The Customer has died;
5. The Customer has lost legal capability and does not have a legally acceptable representative or guardian assigned as required by law, or the Customer has been declared to require assistance yet does not have an aide in place as required by law;
6. The Customer fails to make prompt payments to any interests, charges or owed amounts (other than loan principal) under this agreement or any other agreements, and is unable to rectify within the period notified by the Bank.
7. The pledged collateral is confiscated or is destroyed or lost or devalued to the level that no longer suffice to cover the Bank's debt entitlements, or that the Customer's properties are forcedly executed or subjected to provisional seizure to the extent that the Bank may be unable to recover its debts.
8. The Customer has failed to fulfill obligations herein or has violated this Agreement;
9. The Customer is engaged in illegal, unjustified, abnormal, or other similar transactions or acts taking advantage of any account or service herein (including but not limited to money laundering, fraud, or lending of the account, passbook, or ATM card to someone else); customer's account is a personal account but serves as non-personal or commercial use taking advantage of any account or services herein. "Commercial use" refer to sales activities or any commercial activities or trade for the purpose of profit.
10. The Customer engages in abnormal activities such as continuous and intensive withdrawals or transfers of small amounts within a short period of time (including but not limited to frequent multiple small-amount inward/outward remittances);
11. The Customer engages in abnormal or improper transaction or act through any account or service herein to accordingly undermine the service provided by the Bank, the normal operation of systems and equipment at the Bank, or the good will of the Bank;
12. The Customer exercises rights or fulfills obligations of this agreement in manners that are considered dishonest or lacking in good faith.
13. In the event that upon receipt of inquiries from the Bank about Important Information, the Customer expresses the intention to refuse to cooperate or cannot be successfully contacted in two or more attempts made by the Bank via the telephone, fax, address, or email retained of the Customer at the Bank for a reasonable period of time since the initial inquiry to make it impossible for the Bank to confirm if the Important Information needs to be updated (regardless of whether such contact by the Bank or expression of the intention to refuse to cooperate of the Customer occurs before or after applicable provisions governing Important Information take effect), the Bank may suspend or terminate all or part of the services available for the Customer and the Bank will send the notice by registered mail to the current address retained of the Customer at the Bank at least 15 days prior to the suspension or termination of all or part of the services in order to keep the Customer informed of the date when the services will be suspended or terminated and related matters. If the Customer provides the Bank with or confirms in writing Important Information and provides the Bank with related satisfactory supporting materials, the Bank may reinstate transactions through the account starting from the third business day upon receipt of the altered Important Information, written confirmation, and related supporting materials.
14. The Customer is economically sanctioned, is a terrorist or terrorist group considered or tracked by a foreign government or an international anti-money laundering organization, or violates Article 26, Paragraph 6 of I. General Terms and Conditions under Terms and Conditions for Account Opening herein.
15. The Customer is unwilling to cooperate and provide clarifications regarding the nature and purpose or source of funding of transactions.
16. The Bank, for transaction safety and risk management, is entitled to suspend all or part of services in the event that the irregular account statements delivered in registered mails to the Customer's mailing address or email address are returned for a certain number of times. The Bank shall deliver the services suspension notice to the Customer at least 15 days prior to the services suspension via SMS, letter or email. The Bank may restore the suspended services after the Customer provides and/or updates mailing address, email address or other information per the Bank's request through visiting branch in person, via telephone banking services or through another other channel agreed by the Bank.

**xi. Offset**

The Bank may terminate all deposits (including time deposits, demand deposits, and cheque deposits) along with other terms and conditions herein if, under this Agreement or other contracts, any of the Customer's debt obligations to the Bank and any other domestic and international branches that are due but unpaid or in the event of default or whenever it is considered necessary by the Bank (such as the Customer being involved in illegal activities or the Bank's entitlement to exercise the offset right) with prior or concurrent notice to the Customer at any time (despite the absence of consent from the Customer) (that is, the pay-off period for the deposits or rights of the Customer are considered to have expired). In this case, the Bank is entitled to unilaterally assert the offset of deposits in

the said accounts and the other rights asserted by the Customer towards the Bank or impose necessary dispositions and use the said deposits to write off the debts due from the Customer to the Bank, the Main Office and other domestic and international branches of the Bank. The various deposit certificates or other certificates issued by the Bank to the Customer shall be deemed voided within the scope of offset or write-off by the Bank. If debts in different currencies are involved, the Bank may exchange them at the rate on the market determined by the Bank at the time of exchange and the Bank may freely select the exact debts to be and sequential order by which they are offset or written off within the scope without violating mandatory regulatory requirements.

**xii. Modification**

The Bank may revise applicable requirements herein at any time. Unless otherwise specified herein or in laws and regulations, the Bank needs to disclose to the public revisions made to applicable requirements herein on the website and at the operating location of the Bank in a readily visible way, or notify the Customer of the revisions in writing.

In the event that the Customer does not approve the revisions made by the Bank, the current account with the Bank and this Agreement may be terminated with prior written notice before the change takes effect and applicable requirements for the termination herein (Article 15) apply. If the Customer fails to notify the Bank to terminate the current account and this Agreement by the deadline and continues with deposits, transactions, or services herein with the Bank, it is construed as the Customer having agreed to the said revisions.

**xiii. New Products/Services**

The Customer understands that the Bank may introduce new products/services at any time and make additions or revisions to this Agreement if necessary. Prior to using the said services/products, the Customer needs to submit written consent to the terms and conditions regarding new products/services of the Bank. Even if the Bank does not receive the said written consent, however, the Bank may allow the Customer to use the said new services/products as requested by the Customer at its discretion. In this case, as soon as the Customer uses the said service/product, it is construed as consent to the terms and conditions of the service/product and/or additions/revisions made to this Agreement.

**xiv. Notification**

In case of any change to the Customer's contact information (such as the address, telephone, fax, and email, etc.) or any other information retained at the Bank, the Bank shall be notified in writing or in any other way approved by the Bank immediately. The Bank is not subject to the said change prior to receipt and acknowledgement of it. Unless specified otherwise, all notices issued to the Customer may be delivered to the Customer's most recently changed domicile or the most recently notified and retained address. Furthermore, such materials are considered to have delivered to the Customer as agreed according to the common time required for the postal service once they are put in the mail. Unless specified otherwise herein, notices made by the Customer to the Bank may be done in person, in writing, or in any other way approved by the Bank. From January 1, 2022, if the Customer notifies the Bank of an addition or change in email information, the email must be verified before it comes into effect. The Bank will not be bound by such changes until the Customer has completed the verification of the email.

**xv. Termination**

1. Unless specified otherwise (including but not limited to the terms and conditions under Article 20 of Chapter V "General Terms and Conditions of the ATM Card Use Charter" under Terms and Conditions for Account Opening herein), the Bank and the Customer can terminate the accounts and/or interactions herein at any time through written notice. In this case, the Bank shall return the remaining deposits to the Customer as required. Upon termination of a cheque deposit account, the Customer shall also return the remaining blank cheques to the Bank. Unless specified otherwise, when a certain transaction is terminated, the requirements herein shall continue to apply to other transactions.
2. To prevent the risk of account fraud, for any account in the name of the Customer (except for securities accounts), if there is no activity for 18 months apart from the interest provided by the Bank, the Bank may terminate the deposit relationships with the said Customer and unilaterally shut down the account at any time with prior written notice to the Customer.
3. After a non-personal account has been opened for 12 months, the Bank may review the account. If the overall balance of all deposit accounts as of the end of the preceding month falls short of the minimum deposit balance of NTD 3,000,000 required by the Bank, the Bank may, at its discretion, terminate the deposit relationships with the said Customer and shut down the account with prior written notice to the Customer.
4. When requesting termination of deposit accounts, the Customer shall visit the Bank in person or have someone with the power of attorney to visit the Bank and complete the process. The Customer shall sign the Account Closure Application Form in person. If the Signature Card was once retained for the account, the Customer's signature or seal shall be compared to the retained Signature Card and account closure may be processed once the data are confirmed by the Bank to be free of errors. If the balance of the account is less than NTD 100,000, the Customer may choose to close the account by mail. The operational requirements of the Bank should be followed in such a case.

**xvi. Fees/Legal Costs**

The fees payable for the services herein are the financial service fees collection criteria that the Bank is required to post at the operating location or on the website. The Customer has accepted and agreed to the detailed financial service fees collection criteria at the Bank. If the fees are adjusted, the Bank shall announce the adjustments sixty days prior to adjustment on the website or at the operating location and inform the Customer of its right to express objections and terminate this Agreement before the said adjustment takes effect. In addition, if the Customer does not fulfill its duties herein, which then gives rise to disputes, the Customer agrees to bear the attorney's fees and other necessary costs for the Bank to exercise or protect its creditor's right towards the Customer.

**xvii. Execution of Transactions**

1. While applying for the services herein, the Customer shall make sure that there are sufficient funds in the account. In case of insufficient funds, the Bank may, without prior consent from the Customer, put transactional instructions from the Customer on hold. The Customer shall be solely responsible for any losses incurred due to this.
2. Transactions completed by the Bank based on instructions reasonably believed by the Bank to be given by the Customer, despite the fact that they are given by someone else in the name of the Customer or by someone not authorized by the Customer, are binding to the Customer. If it is approved by the Bank that the Customer may authorize someone else (the "Authorized Party") to perform tasks, the requirements of the Bank shall be followed. The Customer also agrees to the terms below:
  - (1) For related authorized tasks, the Authorized Party shall completely abide by applicable requirements and procedures for the said tasks at the Bank. Furthermore, the tasks shall be considered to have been performed as instructed by the Customer and be completely binding to the Customer.
  - (2) If the Bank suffers any loss or damage because of the disputes arising from related authorized matters, the Customer and the Authorized Party shall share joint and several liabilities and compensate or indemnify the Bank.
  - (3) The Customer also understands that the Bank is entitled to decline a specific transaction if the trust commodity, foreign currency structured account, or any other commodity applied for by the Authorized Party on behalf of the Customer differs from the applicable commodity category according to the personal investment suitability analysis results retained at the Bank. Regardless of whether the Bank accepts the said transaction, the Customer agrees that it will unilaterally bear the risk of transaction or non-transaction.

- (4) In order to protect the rights of the Customer, if the Bank has any concerns over authorized tasks, the Bank may seek confirmation with the Customer at any time. The Bank may refuse to process any related matters prior to obtaining confirmation.
- (5) The bank shall not be involved in any way whatsoever regarding any dispute arising between the Customer and the Authorized Party, and the dispute may not be used to counteract the Bank. The Customer understands and agrees that the Bank may refuse any matter applied for by the Authorized Party if the Authorized Party refuses to follow applicable requirements of the Bank or if the Bank has any concerns over the authorized tasks to be performed or their details. The Bank shall not be held liable for such refusal.

**xviii. Governing Law and Jurisdiction**

This Agreement shall be governed by the laws of the Republic of China. For details not covered herein, the laws and regulations and common practice on the financial market of the Republic of China shall be followed. In case of a lawsuit arising from this Agreement between the Customer and the Bank, it is agreed that the Taiwan Taipei District Court or the district court where the branch of the Bank that does business with the Customer is located will be the court of first instance. Where requirements about exclusive jurisdiction are provided in laws, the requirements shall be followed. The applicability of Article 47 of the Consumer Protection Act or the court with jurisdiction over small-claim proceedings in Article 436-9 of the Taiwan Code of Civil Procedure may not be excluded, either.

**xix. Offshore Banking Services**

**The Customer of an offshore banking branch shall follow all relevant laws and regulations promulgated in the Republic of China regarding offshore banking services as well as the applicable requirements and operating rules of the Bank. The Customer of an offshore banking branch also declares and guarantees that it signing this Agreement does not contradict any applicable law or regulation.**

**xx. RMB Services of Designated Foreign Exchange Bank**

When the Customer applies for RMB services at a designated foreign exchange bank, the Customer shall be subject to applicable laws and regulations in Taiwan and in Mainland China and applicable restrictions for liquidation agreements. The Customer declares that it has read through and agrees to the Risk Disclosure Statement for RMB Service of Designated Foreign Exchange Bank under Other Matters herein. The Customer shall sufficiently consider risks disclosed in such a Risk Disclosure Statement when applying for RMB services.

**xxi. Corporate Account**

**If the Customer is a company, it shall declare and guarantee that it is a legally established or surviving body, that the account opened with the Bank or business interactions hereunder have been approved and authorized through legitimate procedures inside the company, and that it is compliant with all applicable laws and regulations.**

**xxii. Preparatory Office**

When the Customer opens a deposit account in the name of a preparatory office, the name on the account shall show "Preparatory Office" while the seal on record shall follow the same procedures and regulations as that for a personal account. The seal of the person in charge of the preparatory office shall be retained for future activities and withdrawals. Once the account holder obtains a legal Registration License, the seal and name on the account may be changed to those of the company or the tradename. For a demand deposit account opened in the name of the preparatory office of the company, within three months after the account is opened, change of the name and the seal shall be completed with supporting documents for approved establishment or the account shall be closed if establishment is disapproved.

**xxiii. Titles**

The various titles of this agreement have been presented for ease of reference, and do not affect the interpretation, description, and comprehension of the clauses under this agreement.

**xxiv. Management of Disputes and Complaint-Filing**

**Under the Financial Consumer Protection Act, a complaint shall be filed with the Bank first in case of any dispute, and the Bank will respond as quickly as possible. Toll-free hotline to make a complaint: 0800-051234. Email: Callcenter.tw@sc.com**

**xxv. Deposits are protected by deposit insurance. The maximum coverage for each depositor available from the Central Deposit Insurance Corporation is based on the applicable requirements of the Deposit Insurance Act.**

**xxvi. Special Terms and Conditions on Prevention against Money Laundering, Countering the Financing of Terrorism, Government Sanctions or Embargoes**

1. The Customer understands that Bank must follow applicable economic sanctions imposed by the competent authority. As such, the Customer understands that it is impossible for the Bank to allow the Customer to use the Bank's products and services directly or indirectly in these sanctioned countries. The Customer understands that while in these sanctioned countries, the Customer will be unable to contact the Bank by phone banking, fax, email, the official website, or the online banking service of the Bank or use any financial service of the Bank.
2. The Customer understands that the Bank will be unable to provide the Customer with any funds or allow the Customer to log into or use the Bank's commodities or e-banking services if the Customer makes transactions in loose diamonds.
3. The Customer understands that, to follow domestic or international laws, regulatory orders, and administration rules, self-discipline regulations, instructions, verdicts, or court orders, or agreements reached between any member of the Group the Bank belongs to and any agency with power, the competent authority, or law enforcement, or the policies (including those of the Group the Bank belongs to), practical norms, government sanctions or embargo measures, or the reporting obligation governed by financial transaction laws and regulations, and requirements or commands of any agency with power, the competent authority, the court, the law enforcement, or the exchange, the Bank and the Group the Bank belongs to (that is, Standard Chartered; same below) may:
  - (1) Be prohibited from engaging in or completing transactions involving certain people or organizations (such as people or organizations who are targets of sanction, who are associated with sanctioned parties, who are engaged in transactions with sanctioned parties directly or indirectly; the sanction may be economic or trade-related, and may be imposed by the competent authority within the jurisdiction where the Bank or the Group the Bank belongs to operates or any organization without borders or governmental institution, including, without limitation, Her Majesty's Treasury, the United Nations, the European Union, or any other country); or
  - (2) Report suspicious transactions or potential violations of sanctions to any authority with jurisdiction to which the Group the Bank belongs to must or decides to disclose. Affected transactions may include the following:
    - a. Involving the financing of terrorism or persons associated with terrorist acts (or suspected to be associated);
    - b. Relevant to actual circumvention of or intentions to circumvent taxation investigations or relevant to violations of applicable laws by the persons under investigation or subject to legal action; or
    - c. Involving persons or organizations possibly subject to sanctions or embargoes.
4. The Customer understands that members of the Bank and the Group the Bank belongs to may intercept and investigate any payment messages and other related information or communication details sent or received by the Customer or the Customer's representative and may delay, stop, or refuse to make the payment. Furthermore, the payment review may lead to a delay in processing information.

5. The Customer understands that, to follow applicable requirements hereunder, members of the Bank and the Group the Bank belongs to may take action deemed necessary, including blocking funds, banning account access, rejecting funds requested by the Customer, disallowing access of the Customer to the Bank's commodities, or delaying or canceling related transactions. For the above-mentioned circumstances, the Bank is not obligated to notify the Customer, unless a reasonable period has elapsed and applicable regulations or policies allow such notification. Personnel of the Bank and the Group the Bank belongs are not obligated to take any responsibility for any loss caused completely or partially by the action taken by them in order to exercise rights or fulfill obligations, delayed or failed operations, or any of the above-mentioned measures adopted.
6. The Customer understands that the Bank and the Group the Bank belongs to are obligated to follow sanctions laws and regulations (the "Sanctions") in, without limitation, the United Kingdom, the United States, the United Nations, and the European Union or any of its member states. Since whether or not the Bank and the Group the Bank belongs to can follow the Sanctions directly concerns the behavior of the Bank's customers, the Customer confirms and will ensure that:
  - (1) The Customer is not the subject or target of the said Sanctions;
  - (2) The Customer follows the requirements of applicable laws and regulations;
  - (3) Commodities, services, or transactions involving the Bank (or their funds) are not or will not be used for the interest of any Sanctions' subject or target and are not used in a way that may lead to the Customer or the Bank violating any Sanctions or make them become the subject or target of the Sanctions; and
  - (4) The Customer will notify the Bank immediately if the Customer is aware of any violation of laws or regulations or the action, investigation, or procedure embarked on due to such violation unless it is restricted by laws and regulations otherwise.

**xxvii. Payroll qualification**

1. The exclusive offer for payroll customers can be adjusted at any time.
2. Account with payroll qualification can enjoy payroll privilege including but not limited to fee charge of ATM transaction \ credit card annual fee waiver..etc, which is subject to updated privilege. Once there is no payroll inflow, SCB may cancel the relevant offers at any time.
3. The payroll customer agrees to provide the payroll information to the payroll company, and the payroll information is subject to the actual entry of the Bank.

## **B. Terms and Conditions of Deposits and Remittances**

**i. General Terms and Conditions of Deposits**

The following terms and conditions shall apply to any deposit account opened by the Customer, unless specified otherwise for the specific account:

**1. Deposits**

In the event that the Customer deposits cash and the Bank is unable to check it immediately, such a deposit will enter the account only after it is checked by the Bank. In case of shortage or discrepancy, the Customer shall correct or supplement it. The Bank reserves the right to decide the type of cash and negotiable instruments acceptable in a deposit transaction. When accepting the negotiable instruments collected as requested by the Customer, the Bank may only start counting the interest or allocating them after the amounts are actually received and entered in the account book. For negotiable instruments given by the Customer to the Bank, the Bank is not obligated to complete the secured conservation process on behalf of the Customer. Furthermore, as long as the Bank does not violate the mandatory requirements of laws, the Bank need not be responsible for intentional or negligent behavior of any other collecting bank or paying bank at all. While being transported, if the negotiable instruments collected as requested by Customer are stolen, lost, or destroyed, the Customer agrees to authorize the Bank or the paying bank to report the loss, stop payment, and publicize or obtain an invalidating judgment on behalf of the Customer. The Customer also agrees to obtain sufficient bill payments from the issuer's account, and transfer rights concerning the lost negotiable instruments to the paying bank. The Customer may not claim rights vested in the negotiable instruments, and the invalidating judgment shall be delivered to the paying bank as the certificate for offsetting the accounts.

**2. Withdrawal**

Unless specified otherwise, the Customer shall present the cheque (for a cheque account) or the withdrawal slip (for a demand/demand savings deposit account/time deposit account) affixed with the signature/seal of the Customer retained at the Bank and/or show the passbook and/or access code and it shall be processed once the information is confirmed by the Bank to be free of errors. In the event that the Customer's cheques are misused by others, the Bank shall not be held liable for payments made against presented cheques before the provisional injunction or other orders from the court are enforced. In the event that the signature provided in the cheque or withdrawal slip is forged, counterfeited, altered, or obliterated, the Bank shall not be responsible at all for compensating for losses incurred as such if the Bank has honored its obligation as a good administrator by paying due attention yet was unable to identify the difference.

**3. Errors**

For amounts remitted (deposited) into the account that are wrong or over-valued as a result of a third party having written a wrong account number, name on the account, or value, or errors made by the Bank, computer/equipment failure, or other causes, the Bank is not obligated to give advance notice upon discovery of the error. Corrections may be made to the account directly. If the amount is already withdrawn and used, the Customer shall return it immediately.

**4. Loss or Theft**

In the event that the Customer's seal, ATM password, cheque, passbook (deposit certificate) and/or other certificates are lost, stolen, or destroyed, it shall be registered (to stop payment) immediately with the Bank as required by the Bank and/or an invalidating judgment shall be applied for. If related procedures are unable to be completed as required immediately, as long as the Bank has fulfilled its obligation as a good administrator by paying due attention, the Customer shall solely bear all losses.

**5. Payment Sequence**

For negotiable instruments with the Bank as the payer, regardless of the issue date, the Bank shall pay them in the order indicated by the negotiable instrument bearers. When there are multiple negotiable instruments promoted at the same time, the Bank may arrange the payment sequence at its discretion. Meanwhile, if the Bank receives a bankruptcy declaration from the Customer or a court order, judgment, or notice on administrative compulsory enforcement, despite the fact that there is sufficient balance of the Customer's savings to cover the value of related negotiable instruments, the Bank may still refuse to pay them in accordance with the law.

**6. Delinquently Promoted Negotiable Instruments**

When the Customer signs off negotiable instruments with the Bank as the paying bank, if the Customer fails to withdraw the payment entrustment before the negotiable instruments completely expire or in other circumstances of non-payment, the Bank may make the payment as it deems to have been entrusted by the Customer. Even if it is beyond the presentation due date for payment, the payment may nonetheless be made to the negotiable instrument bearer with the balance in the account.

**7. Interest**

- (1) Instructions for the Calculation of Deposit Interest: For the interest of deposits in New Taiwan Dollar and other foreign currencies, unless specified otherwise in laws and regulations or the General Agreement for Account Opening, the interest rate is calculated by 365 days a year; the simple interest by the day shall apply. Interest on cash deposits, transfers, and inward remittance of demand/demand savings deposits through ATMs or Internet banking outside business hours (including holidays) will accrue from the day of deposit. Interest rates change at 24:00 on the day. In addition, when the daily balance of the NTD

demand/demand savings deposits falls short of NTD 10,000, inclusive, interest for the day shall not be calculated. For each of the deposit interests, it is calculated according to the rates posted at the Bank. The Bank may adjust them based on market levels.

- (2) Demand/Demand Savings Deposits (New Taiwan Dollar and foreign currencies): Interest is settled once every six months (that is, on June 20 and December 20) according to the rates posted at the Bank, and is capitalized on the following day for New Taiwan Dollar and the following business day for other foreign currencies. For the "NTD Super Demand Deposit Account", "eSaver", "Do Dream Savings Account", and "JustOne Account", the settlement takes place on the twentieth day of each month and the interest is capitalized the next day.
- (3) The upper limit of the Payroll Account, the Strategic Payroll Account and the Payroll Plus Account is NTD 2,000,000. Below this upper limit, the interest is calculated by the rates posted at the Bank. For the excess, it is calculated by the rates for demand savings deposits posted at the Bank. However, upon resignation or discontinuation of authorization over the transfer of salaries by the Customer, the Customer shall have the interest calculated by the rates for demand savings deposits posted at the Bank from the next day.
- (4) Time Deposit: For time deposits (New Taiwan Dollar and foreign currencies), the interest is calculated by the rates posted at the Bank according to current applicable deposit period. For the calculation and receipt of interest, unless specified otherwise, the interest for time deposits with a designated maturity date is calculated by the actual duration of the deposit according to the rate of a shorter term previously posted at the Bank for the complete months fulfilled throughout the actual duration of the deposit; for complete months, the interest is calculated by the month and for incomplete months, it is calculated by the day. The interest may be forwarded or deposited into the demand/demand savings or cheque accounts in the same currency with the Bank of the Customer as requested by the Customer or be claimed in person upon maturity. In cases of early dismissals, the interest is calculated at 20% off the rates posted for time deposits with the agreed-upon duration at the Bank or is not calculated if the deposit is less than one month old.
- (5) Large-value Time Deposits in New Taiwan Dollar: Large-value time deposits in New Taiwan Dollar at the Bank refers to a value of NTD 5,000,000 and above. When an account opened by the Customer features a time deposit value of more than NTD 5,000,000, the rates posted for New Taiwan Dollar in large values will apply; in case of any change to the large-value deposit limit, the rates posted for large-value time deposits for the original value will apply. If it is not applicable, then those for general time deposits shall be followed instead.
- (6) For negotiable time deposits (New Taiwan Dollar only), the interest is calculated by the negotiable simple rate for the deposit period or available on the market and is claimed upon maturity. Unless the maturity date is a non-business day for banks, where the said non-business day rate applies, the interest calculation stops right after the maturity date.
- (7) For all deposit interests, taxes, supplementary NHI premiums, or other fees required by laws and regulations, they are to be withheld first by the Bank according to applicable taxation laws or as required by the National Health Insurance Act and then deposited directly into the accounts of the Customer as agreed upon. With prior permissions from the Bank or under special circumstances, however, the Bank may agree to pay the deposit interest to the Customer first and then subtract taxes, supplementary NHI premiums, or other fees required by laws and regulations from the balance of any deposit account of the Customer with the Bank. The Customer shall repay it immediately in case of remaining shortage; otherwise, the Bank may pursue legal actions to recover the amount. The overall payable value of the supplementary NHI premiums as mentioned above reaches NTD 20,000, inclusive, by the single deposit interest. For those in excess of NTD 10,000,000, exclusive, the withholding may be waived according to law and applicable requirements of the National Health Insurance Act shall be followed.
- (8) Interest in US Dollar (USD), Australian Dollar (AUD), Canadian Dollar (CAD), Swiss Franc (CHF), Japanese Yen (JPY), European Dollar (EUR), New Zealand Dollar (NZD), Chinese Yuan (CNY) is calculated by 360 days.

#### **8. Minimum Starting Value**

The minimum starting value for time deposits in NTD is \$10,000, inclusive. The minimum starting value for time deposits in foreign currencies: \$100,000, inclusive, for JPY; \$5,000, inclusive, for Hong Kong Dollar, South African Rand, Swiss Franc, and Chinese Yuan; and \$1,000, inclusive for each of the other currencies.

#### **9. Early Termination of Time Deposits**

Upon early termination of general time deposits, the requirements of the competent authority shall be followed. Unless specified otherwise by the parties, the Customer shall notify the Bank seven days in advance. If the Customer fails to notify the Bank seven days in advance, it may also be processed with prior permissions from the Bank. No early termination is allowed for negotiable time deposits. The interest upon early termination of time deposits is to be negotiated between the Bank and the Customer. Time deposits that have been forcedly disposed by court or the Administrative Enforcement Agency are treated as early termination by the Customer.

#### **10. Renewals of Time Deposits**

Except for negotiable certificates of deposits, renewals and unagreed renewals of time deposits in New Taiwan Dollar and general time deposits in foreign currencies are handled as follows:

- (1) Agreed Renewals: The automatic roll-over renewal period of a time deposit shall be identical to the original period. The interest rate for the roll-over period is based on that with the same period posted at the Bank (the "time deposit interest rate"). Automatic renewals are not limited to once. If the Customer intends to terminate the agreement on automatic renewals, the Bank shall be notified at least two banking business days ahead of the maturity date of the deposit; otherwise, the Bank may renew the time deposits with the same period automatically on behalf of the Customer according to the interest rate posted concurrently at the Bank.
- (2) Unagreed Renewals: If the agreement is not reached on the renewal in advance, between maturity of a general deposit and when it is actually withdrawn by the Customer, the interest shall be calculated by the rate for general demand deposits at the time by the Bank (the "delinquent interest rate"). In addition, unless remittance into a demand savings account upon maturity is not set, it will be remitted into the demand savings account on the maturity date. In cases of holidays, however, it will be automatically postponed to the next business day. For roll-over renewals of time deposits, if they are past due within a month, the interest may begin to be calculated from the original maturity date and the interest yet to be collected for the original period may be rolled over, too.
- (3) For delinquent roll-over renewals of time savings deposits or time deposits with a delinquent roll-over period of more than a year, if the delinquency is within two months, the interest may begin to be calculated from the original maturity date. The interest yet to be collected for the original period may be rolled over, too.

#### **11. Assignment and Pledge Restrictions**

With the exception of negotiable time deposits, deposits at the Bank may not be assigned or pledged to someone else without prior written permissions from the Bank.

#### **12. Overdraft**

Unless the limit of an overdraft is approved by the Bank and the overdraft contract is signed by the Customer, the Bank may refuse the payment or remittance for an account with insufficient balance. The Customer shall take sole responsibility. The same applies when the limit of an overdraft is insufficient. If the Bank still pays or remits to the Customer, the Customer shall be responsible for returning it.

#### **13. Transactions Not Handled by the Customer**

The Customer agrees that, for transactions such as withdrawals, fund transfers or remittance performed by someone other than the Customer over the counter, the Bank has the right to verify and authenticate details of the transaction in ways deemed appropriate, in addition to validating the original seal of the Customer.

#### 14. Accounts with Transactions Suspended

- (1) For any account in the name of the Customer (except for a securities account), apart from interest from the Bank, if there are no deposit or withdrawal records for two years, then it shall be listed as a "suspended account", the Bank will not collect the account management fees, and all transactions will be suspended and discontinued. Except for deposits and remittances into the said account, regardless of the sources, that may be continued, automatic withdrawals or transfers as part of service or equipment from, for example, ATM cards, wealth management over the phone, and personal online banking and mobile banking will be suspended and unavailable.
- (2) If a deposit account is a suspended account, the Customer may settle and cancel it as required by Article 15, Paragraph 4 under A. General Terms and Conditions of I. Terms and Conditions for Account Opening herein or reinstate it in one of the following ways:
  - A. For personal accounts, the Customer shall go to any branch and complete the process by showing the original copy of their National ID and the passbook and the seal. If no passbook is available, the seal is missing, or the Customer requires additional business, once the identity is confirmed to be accurate by the Bank (with the National ID or the image file, etc.), the Customer may reinstate the account as usual.
  - B. For non-personal accounts, apart from the original copy of the National ID of the designee and the passbook and seal of the said account, the materials and their supporting documents as required by Article 3 under A. General Terms and Conditions of I. Terms and Conditions for Account Opening herein shall be enclosed as well.

#### 15. Passbook Update

The Customer understands that the Bank will compile passbook entries on March 1 every year (the "Annual Passbook Entries Compilation Date"). As part of the foregoing process, transaction entries yet to be updated as of March 1, exclusive, of the second calendar year retroactively of the specific annual passbook entries compilation date are consolidated as income and expenditure, respectively, and each shown as one entry in the passbook (the "Annual Passbook Entries Overview"). The Customer may request that the Bank provide details of each transaction entry included in the Annual Passbook Entries Overview by visiting the counter in person at any time.

#### ii. Specific Terms and Conditions for Joint Accounts

For joint accounts opened with the Bank by the Customer et al. ("All Customers"), the following specific terms and conditions shall apply, too. For requirements yet to be specified hereunder, the general terms and conditions shall apply.

##### 1. Signature Specimen and Seal

To apply for a joint account with the Bank for demand (time) deposits, All Customers included in the account need to leave their respective seals on the current seal specimen card that will be the basis for all current activities or when related documents are being applied for.

##### 2. Restrictions for Applying for a Joint Account

To apply for a joint account, All Customers need to be natural persons. To apply for opening, termination, re-issuance of a missing passbook (deposit certificate), replacement of a seal, or certificate-based pledge, early termination or change of the signature specimen and address and other matters concerning the joint account as required by the Bank, All Customers need to be present and provide their signatures or seals.

##### 3. Determination of Ownership over Rights and Obligations

In order to define the rights and obligations of all holders of the joint account, All Customers agree to abide by the requirements for each of the services available at the Bank:

- (1) Interest income from this joint account (including withheld taxes) is owned by the name shown in the archive (that is, All Customers select on their own one Customer to be the representative for the joint account), to which All Customers absolutely do not object. In case of any dispute, the Bank shall not be involved.
- (2) In the event that the owner of the rights and obligations is to be changed for the joint account, the existing account shall be settled first before a new account is opened.
- (3) For negotiable instruments or remittances where one of the holders of the joint demand (savings) deposit account is the payee or the beneficiary, as long as the joint account is the designated receiving account, the Bank may deposit the said amount into the said joint account.
- (4) When one holder of the joint account is subject to seizure, enforcement by the court or limited by the tax authority from disposing of the said deposit, All Customers agree that the Bank may suspend transactions within the scope of the said confiscation, enforcement, or limitation of disposition order with all of the deposits in the joint account, to which All Customers absolutely do not object.
- (5) In the event that one holder of the joint account is indebted to the Bank yet fails to pay the debts off as agreed, the Bank is entitled to write off the value of the debts it is entitled to directly from the balance of the deposits in the joint account, to which All Customers absolutely do not object.
- (6) In the event that one of All Customers on the joint account dies, the survivors shall notify the Bank. As soon as the Bank is notified, the Joint Deposit Contract is terminated. All heirs of the deceased shall claim the deposits together with other survivors. However, they may not interfere with the Bank asserting the mortgage and exercising the pledge with the said deposits.

##### 4. Restrictions over Automated Services

Unless with prior permissions from the Bank, no ATM cards, voice-mail, online banking, trust, and other automated services may be applied for with this joint account.

##### 5. Joint and Several Liabilities

All Customers agree to undertake and compensate the Bank for any debt, loss, and liability borne by the Bank as a result of claims, conflicts, and disputes from the joint account separately and jointly. All Customers also agree to give up the right to request severance of the joint account.

##### 6. Notification

Unless specified otherwise, all notices made to All Customers shall be considered to have been made known to All Customers upon delivery to the address of the person whose name is shown in the archive.

##### 7. Joint Account of Husband and Wife: This refers to a joint account opened with both the husband's and the wife's name shown on the account.

- (1) Transactions in New Taiwan Dollar and Foreign Currencies with Withdrawal Signature Specimen: For a joint account opened by the husband and the wife whose withdrawal is based on one of the two signature specimens on record, the ATM cards (one for the husband and the other one for the wife; both are connected to the same account), voice-mail, and trust services may be applied for.
- (2) To set designated transfer account number, each of the account holders (ID) may apply for it; to open this account or to set designated transfer account number, both the husband and the wife need to appear at the counter to complete the application.
- (3) Related limits for ATM services are calculated separately for each card. Those for voice-mail-based services are calculated with the joint account.
- (4) For the others not specified herein, the general requirements for joint accounts are to be followed.

#### iii. Specific Terms and Conditions for Deposit Accounts in Foreign Currencies

When the Customer opens a deposit account (the "Account") in foreign currencies, the terms and conditions hereunder shall take priority. For those not specified hereunder, the general terms and conditions for deposits shall apply.

1. The deposit accounts include demand and time deposits in foreign currencies.

2. Deposits and withdrawals of the account need to be done in cash, negotiable instruments, traveler's cheques, and other ways acceptable to and approved by the Bank in foreign currencies. To deposit/withdraw cash in foreign currencies, however, the Customer shall pay transaction fees required by the Bank (including the minimum charge per entry). The Bank may modify the transaction fees at any time and notify the Customer of the revisions in ways specified herein.
3. For demand deposits under this account, in cases of deposits or remittances of amounts in other currencies in the future, the Customer agrees to authorize the Bank to add specific deposit entries for the said currency into the account.
4. Currencies in which transactions are done for this account are based on those posted at the Bank and one or more currencies may be freely selected by the Customer and may be freely converted within the scope allowed by laws and regulations. Furthermore, the Bank may update it at any time. Conversions between RMB and other currencies are to be based on operational requirements available at the Bank.
5. For transactions through this account, if it is required to convert the amount from one foreign currency to another, the exchange rate negotiated and agreed upon between the Customer and the Bank at the time of transaction shall be adopted for the conversion. For deposits in and transactions through this account, the Customer shall undertake unilaterally applicable risks of exchange price fluctuations, exchange restrictions, and exchange losses.
6. The Customer understands that all transactions performed through this account are based on the sole knowledge, experience, and independent judgment of the Customer. The Bank is not obligated to offer any information. Even if information is offered by the Bank or its staff or employees, it is for reference only. The Customer is still required to exercise proprietary judgment before making transactions. The Customer may not hold the Bank responsible for the information or recommendations provided by the Bank or its staff.
7. The Customer shall be engaged in transactions and the conversion of currencies through this account as required by applicable foreign exchange laws and regulations.
8. The Customer understands the possible risks associated with such deposits from fluctuating exchange rates and exchange being discontinued by the issuing country. The Customer is aware of them and will take sole responsibility.
9. If the Customer is a natural person, the amount involved in RMB transactions through an RMB account each day may not exceed RMB20,000. The limits for sales and purchases are calculated separately. The values of transactions through all channels, that is, at the counter and electronically, shall be combined. In case of any violation of the requirements of the Regulations Governing Foreign Exchange Business of Banking Enterprises, apart from refusing to enforce instructions concerning the specific transaction, the Bank may also offset the said transaction as required by the Central Bank and refuse to process trading in RMB through the account.
10. The Customer agrees that account opening and exchange involving RMB need to comply with regulatory restrictions set by the competent authority as well as applicable liquidation and settlement agreements, agency settlement agreements, and the restrictions set by any requirements, rules, administrative guidance, demands, or regulations of applicable clearing banks, agency banks, and settlement or liquidation systems. In case of any violation, the Bank may refuse to enforce transaction instructions not complying with the above-mentioned regulations.
11. Exchange transactions are available according to the business hours of each channel. Those completed between 20:00 and 24:00 are included in the next business day for limit control and declaration and applicable requirements of foreign exchange laws and regulations shall be followed.

#### iv. Terms and Conditions for Cheque Deposits

##### 1. General Terms and Conditions for Cheque Deposits

###### (1) Definitions:

Terminologies hereunder are defined as follows:

- A. "Dishonored Negotiable Instruments": Refers to the situation where a financial institution has denied payment on a cheque that has been presented for clearance, in which case the presented cheque is dishonored to the bearer along with written reasons.
- B. "Redemption": With regards to cheques or promissory notes that have been dishonored due to insufficient deposit balance, non-matching signatures, unaccepted payer or withdrawal of payment prior to note expiry, "redemption" refers to settling written payments using cheque account balance or other alternative means, and collecting back the cheques or notes that have been dishonored, along with the written dishonor reasons.
- C. "Reserve for payment": Once a cheque is dishonored due to insufficient funds, the account holder places an amount of cash equivalent to the amount written into the cheque deposit account, to which the Bank classifies as "other payables" so that it can be readily paid to the financial institution that has dishonored the cheque.
- D. "Re-Presentation and Payment": Meaning that a dishonored cheque is presented once again for payment, and is successfully paid from the balance of the cheque deposit account or from Other payables.
- E. "Record": Refers to a history of dishonored negotiable instruments, redemptions, and any other credibility issues relating to the account holder's use of negotiable instruments, which Taiwan Clearing House has maintained for future reference.
- F. "Termination of Mandate as a Paying Agent": Means that a financial institution terminates its appointment as the promissory note paying agent for the cheques issued by the deposit account holder.
- G. "Account Rejection": Means that a financial institution refuses to process negotiable instruments issued by account holders who have exhibited unsatisfactory credit history.

###### (2) Account Opening Review and Change of Account Information

When opening a cheque account, the Customer is required to fill in and submit to the Bank a seal specimen card and a cheque book collection form. The Bank shall then inquire about the Customer's credibility with the Taiwan Clearing House, and issue a blank cheque book once approval is sought based on the Bank's specific inspection procedures. The Customer shall notify the Bank in writing immediately for any changes to the information printed on the seal specimen card. To change the authorized seal, the Customer must complete a new seal specimen card. **If the Bank discovers that a corporate account holder has not updated account information as agreed above when there has been a change to the company's name or person-in-charge, a notice shall be sent to the Customer as a reminder for making the necessary changes. The Bank may terminate the cheque account relationship and close the Customer's account if the necessary actions are not taken within one month of the notice.**

###### (3) Promissory Note

For any promissory notes issued by the Customer that specified the Bank as the designated payer, the Bank shall collect all written payments from the Customer's cheque account. The Bank may still pay the bearer even if the promissory note is presented for payment past the presentation due date, provided that: the promissory note is still within 3 years after maturity (calculated from the date issued for notes that are payable at sight), the Customer has not withdrawn payment, and there are no concerns which prevent the Bank from making the payment.

If the Customer's promissory note is dishonored due to insufficient funds in the cheque account or due to non-matching signatures, the dishonor record shall be added to the Customer's cheque dishonor history.

###### (4) Handling Fees

- A. For cheques signed off by the Customer, if they are dishonored due to insufficient account balance, the Bank may collect handling fees from the Customer and may subtract them directly from the paying account or another account of the Customer.
- B. The said handling fees may not exceed 150% of what the Taiwan Clearing House collects from the Bank for the same transactions.

###### (5) Footnoting

In the event that the Customer has made a Redemption, the Customer has deposited a Reserve for Payment, there has been Re-Presentation and Payment, or other matters occur relating to the Customer's credit on negotiable instruments within three (3) years after the date on which the cheque drawn by the Customer or the promissory note on which the Bank to approve and transfer to the Taiwan Clearing House for handling of the Record of such fact in accordance with the "Guideline for the Registration of Depositors' Credit on Negotiable Instruments".

(6) Restriction and Suspension of Blank Cheques and Promissory Notes

The Bank may restrict further issuance of blank cheques and promissory notes if the Customer is found with one of the following:

- A. The occurrence of Dishonored Negotiable Instruments due to insufficient funds or frequent Redemptions or frequent deposit of Reserves for Payment or Re-presentation and Payments after negotiable instruments are dishonored
- B. Other unusual uses of negotiable instruments.
- C. Non-personal account holders are currently dismissed, canceled, abolished, or suspended.
- D. Other cheque deposit accounts that are considered by the Bank to be high risk, for which continued issuance of blank cheques and promissory notes is considered inappropriate following substantial inspections.

For the restrictions in the preceding paragraph imposed by the Bank, the reasons for the restrictions shall be made known in writing. If the Customer believes that the reasons are unjustified, the Customer may lodge an appeal with the Bank.

The Bank may suspend issuing blank cheques and promissory notes if the Customer's deposit account becomes subject to a court-ordered seizure. However, this excludes the circumstances where the Bank has earmarked an amount equivalent to the amount seized.

(7) Termination of the Mandate as a Paying Agency

- A. In the event that the number of the promissory notes issued by the Customer drawn on the Customer's cheque account with all financial institutions are dishonored due to withdrawal of the authorization of the financial institution designated as paying agent prior to expiry of the period for presentation, in respect of which Record of Redemption, Reserve for Payment or Re-Presentation and payment has not been made, is not less than three in one year, the Bank may voluntarily cease to act as the Customer's designated payer for three years from the date reported by Taiwan Clearing House.
- B. Once the Bank has ceased to act as the Customer's designated payer, the Customer shall return all unused promissory notes within one month of notice.

(8) Rejected Account

If the Bank discovers that the Customer has cheque accounts opened in other financial institutions, and has issued cheques that are later dishonored due to the occurrence of any one of the following circumstances and the number of such dishonored cheques, in respect of which Record of Redemption, Reserve for Payment or Re-Presentation and payment has not been made, is not less than three times in one year, or the Customer is sentenced for commission of a crime related to using negotiable instruments, the Bank may reject the Customer's account for 3 years from the date reported by the Taiwan Clearing House:

- A. Insufficient account balance.
- B. Non-matching signature.
- C. Designating an unaccepted financial institution as the promissory note payer.

Dishonored cheque records are calculated separately, not aggregated, for each of the above causes.

(9) Termination of Cheque Account Relationship

Once the Customer has been rejected, or if the cheque account relationship is terminated for any reason, the Customer shall be required to close the cheque account and return all unused cheques and promissory notes within one month of notice from the Bank.

(10) Request for Full Reinstatement

The Customer may reinstate the banking relationship and re-open the account under the following circumstances, subject to the Bank's consent:

- A. After the period of account rejection has expired.
- B. Record of Redemption, Reserve for Payment or Re-Presentation and payment of all dishonored negotiable instruments that led to account rejection and all dishonored negotiable instrument dishonored thereafter

**If the Customer is a corporation and has been granted the permission to undergo corporate restructuring before the rejection period expires, a request can be made to the Bank and forwarded to the Taiwan Clearing House to register a restructuring remark. Once such registration is completed, the Bank may reinstate activities for the time being.**

**If, after the reinstatement, the company encounters one more dishonored cheque any time before the account rejection was initially scheduled to expire, the Bank may extend its account rejection for another three years from the date reported by the Taiwan Clearing House.**

(11) Compilation and Provision for Inquiries of Data

The Customer agrees for the Bank to inquire about all dishonored cheque records and account rejection information from the Taiwan Clearing House, and agrees to make credit-related information such as dishonored cheque history and account rejection records available for inquiries by others.

(12) Collection, Processing, and Utilization of Data

The Customer agrees that the Bank may provide note-related credit information of the Customer such as the account opening date, the capital size and revenue of the corporation, dishonored cheques and repayment notes, records of canceled payment authorization, and having been rejected by the Taiwan Clearing House, and others for inquiries by others and for archiving purpose within the scope allowed by laws and regulations.

(13) Supplementation of Unaddressed Matters

For details not covered hereunder, the Bank and the Customer may enter into separate agreements, or handle the matter in accordance with applicable laws and regulations.

**(14) Accounts with Transactions Suspended**

**A. To avoid the risk of the account being used fraudulently, in case of the absence of any deposit or withdrawal record of the Customer's cheque deposit account for one year, the Bank may automatically make the said account a suspended one. Once made a suspended account, management fees will no longer be collected by the Bank. For a deposit account that is made a suspended one, transactions will be withheld for the time being. Except for deposits and remittances into the said account, regardless of the sources, that may be continued, automatic withdrawals or transfers as part of service or equipment from, for example, the ATM cards, wealth management over the phone, and personal online banking and mobile banking will be suspended and unavailable. In case of cashing of cheques from the said cheque deposit account in the future, such transaction restriction may be temporarily lifted. To reinstate a suspended account or to apply for a blank cheque book from the account, the Bank may inquire about the Customer's note-related credit with the Taiwan Clearing House. Once it is approved by the Bank and activities are reinstated for the account, withdrawals may be done.**

**B. For a suspended account, the Bank may also terminate the deposit relationships with the Customer and unilaterally close the account at any time with prior written notice to the Customer.**

**C. If a deposit account is a suspended account, the Customer may settle and cancel it as required by Article 15, Paragraph 4 under A. General Terms and Conditions of I. Terms and Conditions for Account Opening herein or reinstate it in one of the following ways:**

- a. For personal accounts, the Customer shall go to any branch and complete the process by showing the original copy of their National ID and the passbook and the seal. If no passbook is available, the seal is missing, or the Customer requires additional business, once the identity is confirmed to be accurate by the Bank (with the National ID or the image file, etc.), the Customer may reinstate the account as usual.
- b. For non-personal accounts, apart from the original copy of the National ID of the designee and the passbook and seal of the said account, the materials and their supporting documents as required by Article 3 under A. General Terms and Conditions of I. Terms and Conditions for Account Opening herein shall be enclosed as well.

## 2. Terms and Conditions for Cheque Deposits

- (1) Unless the Bank has agreed otherwise, for withdrawals, the Customer needs to issue a cheque provided by the Bank and sign and affix the cheque with the seal retained at the Bank. If the Bank is authorized in writing to collect payments from the said account directly for specific items, the validity is the same as that for signing off a cheque. Cheque deposits are cheque-based payments in nature; as such, no ATM card services are available (except for credit limit-linked loans).
- (2) The Customer shall issue promissory notes using copies printed and supplied by the Bank, except for commercial papers that are guaranteed by a short-term bill merchant or financial institution; otherwise the Customer shall agree to have the Bank to return any notes presented for payment, and shall not object in any way.
- (3) The Customer will be solely responsible for any disputes that arise because of illegible handwriting or other circumstances regarding the value of the note signed off by the Customer.
- (4) The Bank makes notes-based payments sequentially by when they are presented by the bearers regardless of the issue dates shown on the notes. If bearers present multiple notes at the same time, the Bank may make payments in an order decided at its discretion.
- (5) In the event that registered records show three or more dishonored cheques or the number of cheques cashed falls short of 60% for the Customer, the Bank may refuse to issue the blank cheque book.
- (6) If records show one dishonored cheque for the foregoing account, except for major force majeure reasons such as natural and man-made disasters that are confirmed by the Bank to be true, the Bank may unilaterally terminate this Agreement and cancel the authorization without prior notice.
- (7) Upon requisition of blank cheques or promissory notes from the Bank, if the average account balance falls short of the Bank's requirement, the Customer agrees that the Bank may adequately collect the processing fees for the notes, to which the Customer absolutely do not object. The Bank may adjust the above-mentioned requirement and fees collection criteria and announce them on the official website or at the operating location of the Bank.
- (8) When the Customer is responsible for the default penalty required by the Taiwan Clearing House and the Bank as a result of dishonored cheques, the Bank may withhold the value directly from the said account.
- (9) For the agreement hereunder on the deposits, the Bank and the Customer may terminate it at any time. Upon termination, the Customer shall return any remaining blank cheques (cheque books) to the Bank immediately. The termination notice shall take effect as soon as it is issued. The Bank, however, shall still make payments as agreed prior to delivery of the termination notice from the Customer.
- (10) The Customer agrees that the Bank may destroy all cheques and other receipts concerning the account after they have been miniaturized and archived.

## 3. Terms and Conditions for Promissory Notes and Acceptance

- (1) The Customer also authorizes the Bank to be the payer for the promissory notes it signed off or money orders it accepted and make payments according to the existing seal specimen for the cheque deposit account.
- (2) For details not specified hereunder, the requirements in General Terms and Conditions for Cheque Deposits and applicable laws and regulations are to be followed.

## v. Terms and Conditions for Deposit Pledges

1. With the pledge for all or part of time deposits with the Bank in New Taiwan Dollar or other foreign currencies approved by the Bank now and in the future in the name of the Customer set to belong to the Bank, the Customer may apply for loans in New Taiwan Dollar with the time deposit as the pledge with the Bank within the scope of the value of the principal of each of the pledged time deposits and the renewed duration. The Bank has the final approval right for each loan.
2. The duration of deposit pledge, the loan ratio, the loan interest rate, and how the interest is calculated shall all be based on what is stated in the Time Deposit Loan Application Form of the Bank.
3. If the post-change loan ratio is higher than the limit stated above as a result of changes made to (reduced) current value of pledged foreign currency deposits, the Bank may terminate this Agreement and write off the principal and interest of all loans with pledged deposits or demand that the Customer appropriate equivalent deposits immediately (or other collaterals whose format and substantialities have been approved by the Bank) to the Bank immediately or pay off part of the loan balance immediately so that the loan ratio remains at the above-mentioned level at all times. The Customer shall address the issue as soon as the notice for supplementation is received from the Bank. If the Customer fails to complete supplementation of the collateral procedure or write off some of the loan balance early as mentioned above within five banking business days upon receipt of the notice from the Bank to maintain the loan ratio at the originally agreed level, the Bank is entitled to notify the Customer at any time and declare that all loans hereunder are due immediately. In this case, the Customer shall pay off the entire loan balance immediately. The Bank is not obligated to give any separate prior notice while unilaterally enforcing the pledge on the pledged deposits as required by applicable laws and regulations and the requirements herein to dispose of the pledged deposits and make claims against the Customer. The sequential order by which the pledge is enforced on pledged deposits shall be determined by the Bank.
4. Nature of Loan/Foreign Exchange
  - (1) Loans in New Taiwan Dollar: The Customer understands that the loans hereunder are in New Taiwan Dollar. The allocation, expenditure, and principal/interest, and pay-off of fees of all loans shall be done in New Taiwan Dollar. Even though the Bank obtains foreign currencies from the Customer as a result of enforcing the pledge or for other reasons, before the said foreign currencies are actually converted to New Taiwan Dollar for the sake of writing off the loans hereunder, the debts of the Customer shall remain.
  - (2) Authorization over Foreign Exchange Settlement: Unless it is specified otherwise in laws and regulations, the Customer hereby agrees and authorizes the Bank to settle foreign exchange sales in the name of the Customer on behalf of the Customer if the Bank obtains foreign currencies from the Customer as a result of enforcing the pledge or for other reasons and to convert the said foreign currencies into New Taiwan Dollar before writing off secured debts. The Customer only agrees based on this Agreement being the proof for the said authorization and such authorization will absolutely not canceled unless with prior consent from the Bank.
  - (3) The Customer's commitments: The Customer promises that a sufficient limit for foreign exchange settlement will be retained at all times so that the Bank may take care of necessary foreign exchange settlement specified herein in the name of the Customer on behalf of the Customer.
5. Allocation of Loans and Repayment Sequence
 

If the Customer has more than one pledged deposit in order to pre-set the revolving limit with the Bank, the applicable interest rate, the allocation sequence, and the repayment sequence are to be based on the agreement with the Customer at the time of application.
6. Agreed Deadline
 

Loans hereunder are valid within the effective period of the pledge and will automatically expire at the end of the effective period. If automatic renewals are agreed upon at the time of the Customer applying for the pledge and the parties do not terminate this Agreement at least one month prior to the expiration

date, it is considered that the parties agree on the continued extension with the same contents and duration herein without any swap. Expirations thereafter shall be handled in the same way. If this Agreement is not extended upon expiration of the current period, the Customer shall pay back all remaining loans involved immediately.

#### 7. Deposit Pledge

- (1) With permission from the Bank, the Customer may take out loans with paperless time deposit pledge, and the Customer does not need to additionally submit the deposit certificate or set the pledge for endorsement. For time deposits with a certificate, on the other hand, the certificate endorsement shall be handed over to the Bank. If pledged deposits are automatically renewed as time deposits when the duration of the deposit expires, there is no need to complete other processes. The Customer also agrees that the setup, termination, implementation, and collection of incurred interest for the said deposit pledge shall be based on applicable laws and regulations, and that the Customer and the Bank shall follow related requirements of the agreed-upon documents and this Agreement entered into regarding the said deposit between them.
- (2) Without permission from the Bank, pledged deposits may not be freely transferred, collected, terminated, or disposed of in other ways. Upon expiration of the deposit duration, pledged deposits may be automatically renewed as agreed upon at the time of application by the Customer.
- (3) The customer affirmatively declares that all deposits pledged with provided collaterals are completely owned by the Customer lawfully; no one else is entitled to them and the Customer indeed has the right to apply for disposal.

#### 8. Scope of Guarantee

The Customer provides collaterals to set the pledge with the Bank and to guarantee all the debts borne by the Customer to the Bank, including repayment of the principal and interest for all debts borne by the Customer, payment of fees (including attorney's fees), and damages incurred from unfulfilled debts. The Bank may use collaterals provided by the Customer, regardless of their sequential order, interchangeably for all debts borne by the Customer now (including prior ones yet to be paid off) and in the future to the Bank.

#### 9. Breach of Agreement/Enforcement of Pledge

- (1) In case of any of the following situations, the Bank may reduce the credit for one or all loans or reduce the duration of the loan(s) or consider that all of them as having expired.
  - A. The Customer fails to pay or repay on schedule any entry of debts for the principal that is due.
  - B. The Customer has requested settlement of debt obligations, has declared bankruptcy, filed for restructuring, discontinued operation, liquidated debts, or been blacklisted by Taiwan Clearing House.
  - C. The Customer has died and the inheritor declares limited inheritance or waives inheritance.
  - D. The Customer is subject to criminal liability and is declared to have primary properties confiscated.
  - E. The Customer fails to fulfill guarantee obligations in accordance with agreements.
  - F. The Customer is unable to pay any interest that is due under this Agreement by schedule and fails to supplement it within five days (the "Correction Deadline") upon notice from the Bank.
  - G. In the event that the collaterals are seized or destroyed/lost, devalued, or insufficient to endorse the creditorship of the Bank, which is not corrected by the Correction Deadline.
  - H. Collaterals for the loans hereunder or the properties of the Customer are subject to compulsory enforcement or provisional attachment, provisional disposition, or other preservation dispositions to make it impossible for the Bank to get paid, which cannot be corrected by the Correction Deadline.
- (2) The Customer agrees that, for the conditions under Paragraph (1) hereunder, the Bank may enforce the pledge on pledged deposits and may terminate early the agreed duration of the pledged deposit. When this happens, the pledged deposit shall be considered to have expired immediately and the Bank may collect the principal and interest of the said deposit immediately in order to offset amounts that are due from and are not paid by the Customer.
- (3) The Customer also agrees that before the Bank enforces the pledge on pledged deposits, it is allowed to offset debts to be paid under this Agreement with the balance of the above-mentioned demand or cheque deposit accounts or other accounts of the Customer at the Bank first.

#### 10. Default Penalty

In the event that the Customer violates any requirement herein or the special agreement on no early repayment, the Bank may calculate the default penalty according to the items defined in the Time Deposit Loan Application Form and collect it from the Customer.

#### vi. Domestic and International Remittances

For domestic and international remittances by any acceptable contemporary channel (such as wealth management over the phone, online banking, or ATM cards, etc.) for the Bank completed by the Customer, apart from the requirements herein, the following terms and conditions shall also apply:

1. The Bank may collect the handling fees according to general transfer/remittance criteria (such fees are to be based on the collection criteria announced by the Bank at the time). The Customer agrees and authorizes the Bank to directly deduct the fees from the outward remittance account of the Customer.
2. If the Customer intends to apply for or change the pre-set inward/outward remittance account, the Customer may visit the Bank in person and apply for or change it in writing or in any other way approved by the Bank. Regardless of whether it is at the time of remittance/transfer or scheduled transfer, when the deposits available in the outward remittance/transfer account are insufficient to cover the value to be remitted/transferred after related remittance or other handling fees are added, the Bank is not obligated to complete the remittance/transfer. The same shall apply even if the Customer appears at the Bank in person to complete the process.
3. The Customer is aware of the fact that domestic inter-bank remittances are done through Financial Information Service Co., Ltd., which forwards the remitted amount to the receiving bank. International remittances, on the other hand, arrive at the overseas receiving bank after they are processed by the computer. The Bank shall not be liable for losses resulting from any delay caused by computer failures or disconnection unless they are attributable to the Bank.
4. The Customer agrees that the Bank may outsource such remittances to an international corresponding bank or agency. The Bank is not responsible for errors, negligence, or delayed payments caused by the corresponding bank or the agency.
5. The Customer agrees that the Bank, with instructions from an international inward remittance paying bank, may deposit the remittance directly into the Customer's foreign exchange demand deposit account. In cases of wrong instructions or repeated remittances, the Customer agrees that the Bank may directly deduct any excess as instructed by the international paying bank.
6. For RMB remittances within Taiwan and with a third party, the Customer may freely remit. When the Customer is a natural person (an individual with an ROC National ID only), however, the daily limit per person is RMB80,000 for remittances to Mainland China (with remittances through all channels, such as visiting each branch of the Bank or through e-banking, combined). In case of violation of the requirements of the Regulations Governing Foreign Exchange Business of Banking Enterprises, the Bank may reject transaction instructions for the specific entry and may also refuse to process remittances in RMB to Mainland China by the Customer upon request from by the Central Bank.

#### vii. Terms and Conditions for ALMA Asset and Liability Management Account

1. The Customer designates the demand savings deposit account opened with the Bank to be the management account (the "Special Account"). The Bank is authorized to provide investment and wealth management services herein through this Special Account. All activities through this Special Account shall be

prioritized according to this Agreement and shall also be compliant with applicable laws and regulations and the terms and conditions included herein for each wealth management service.

## 2. Wealth Management

(1) The Bank agrees to provide the following wealth management services according to this Agreement:

- A. The balance of a demand account of the Customer at the Bank is to be allocated into the ALMA account for centralized management.
- B. Re-deposit of time deposits
- C. Transfer of securities settlement money
- D. Transfer of futures margin
- E. Incoming amount per cheque deposit transfer instructions
- F. Shift of designated transfer account
- G. Certificate-based pledge limit
- H. Wealth management-oriented mortgage available revolving line of credit
- I. Credit-based loan

**J. Regular and irregular instructed transfers through designated non-personal account**

(2) For the wealth management-oriented mortgage line of credit in Subparagraphs H and I in the foregoing Paragraph, it is limited to the revolving line of credit designated for wealth management-oriented mortgages and credit-based loans defined in advance between the Customer and Bank. And, unless specified otherwise herein, the remainder shall be handled according to the terms and conditions of the Mortgage Agreement.

3. When the Bank re-deposits the time deposit as agreed herein or pays for the wealth management services under Paragraph 1 of the preceding article through this Special Account, there is no need to obtain transaction instructive documents each time.

## 4. Terms and Conditions on Wealth Management through this Special Account

(1) The Customer agrees that no deposit balance remains in the linked demand accounts except for the cheque deposit and securities settlement accounts while the Bank appropriates the balance in demand accounts that the Customer has with the Bank into this Special Account for centralized management. Furthermore, the Bank may choose not to allow counter deposits/withdrawals, voice banking transfers, ATM deposits/withdrawals/transfers, and online transfers, etc.

(2) The Customer agrees that the deposit balance may not be transferred into this Special Account for centralized management if there are cheque deposit and securities settlement accounts that are linked while the Bank appropriates the balance in demand accounts that the Customer has with the Bank into this Special Account for centralized management.

(3) The Customer agrees that the ATM cards for the linked accounts may be canceled directly by the Bank except for securities settlement accounts that are linked while the Bank appropriates the balance in demand accounts into this Special Account for centralized management.

(4) While taking care of wealth management through this Special Account, the Bank may first follow the terms and conditions under Article 11 about the off-set of debts for the Customer's deposits and then the pledged credit line, loans and repayment, and automatic transfers and deductions as agreed through this Special Account. After that, the deposit balance of this Special Account may be re-deposited as instructed by the Customer.

## 5. Termination and Validity of the Special Account Agreement

(1) Once the terms and conditions regarding this Special Account are terminated by the Bank or the Customer as agreed, the related terms and conditions on wealth management are terminated at the same time.

(2) Once the terms and conditions hereunder are terminated, the Bank may liquidate this Special Account immediately. In cases of separate terms and conditions agreed upon between the Customer and the Bank, however, their validity is not affected by the termination of those hereunder.

## 6. Transfers of Amounts Entering or Deducted for Securities Settlement Accounts

(1) For securities and their related transactions, the Customer shall open a demand savings deposit account (the "Settlement Account") with the Bank, which will be the account for income from and payment for securities and related transactions.

(2) The Customer agrees that when the deposit balance in the said Settlement Account is insufficient to make net payments on a specified delivery date, the Bank is authorized to deduct the insufficient funds from this Special Account directly and forward it to the Settlement Account for the payment. If the balance of this Special Account is insufficient to make net payments and the Customer is subject to credit-based loans at the Bank, the Bank is authorized to allocate the remainder of the revolving credit line available for credit-based loans for the payment. If the net payment to be made is greater than the remainder of the credit line available for this Special Account, on the other hand, no such allocation shall be done.

(3) The Bank is not obligated to notify the Customer in case of insufficient deposits in the Settlement Account as a result of this service.

## 7. Incoming Amount per Cheque Deposit Transfer Instructions

(1) To apply for a cheque deposit account to facilitate payments for issued cheques, the Customer may designate this Special Account from which remittances into the cheque account may be made according to the denomination of the cheque in the event that the deposit balance in the cheque account of the Customer is insufficient to cover the payments for the said notes.

(2) Instructions for transfers of cheque deposits hereunder are to be provided per transfer and no general authorization is allowed.

(3) In the event that there is a balance in the cheque account yet the balance is insufficient to pay for the face value of a cheque, the Customer agrees that the Bank is not obligated to make transfers out of this Special Account to make up the difference.

(4) When there is insufficient balance in the cheque deposit account of the Customer and the balance in the ALMA Account is also insufficient to pay for cheques, the Customer agrees to authorize the Bank to allocate the remainder of available pledge limit at the Bank to make the payment. The Customer will pay the interest and other related costs incurred from such financing without objection.

(5) The Customer agrees that the Bank does not need to appropriate the remainder that is still available following settlement for the day in the cheque deposit account to this Special Account.

(6) The Bank is not obligated to notify the Customer in case of insufficient balance in the cheque deposit account as a result of this service.

## 8. Transfer to Designated Accounts

(1) The Customer agrees to have the voice banking and ATM transfer account information set up for any current account with the Bank and continue with such a setup in this Special Account at the same time.

(2) Once the detailed information of the designated transfer accounts that are switched to this Special Account is confirmed to be free of errors by the Customer, the Customer agrees that the Bank is no longer responsible for transfer errors made by the Customer.

**(3) When the Customer agrees to the linkage with demand accounts for centralized funds management with this Special Account, in case of an insufficient deposit balance in linked accounts to cover the deductions (for utilities, periodic fixed-amount funds, insurance premium, or loan interest, etc.), such deductions may be done automatically from this Special Account.**

**(4) The services applied for by the Customer (including instructed transfers from non-personal accounts) shall take effect one or two days after the applications from the Customer are processed by the Bank; such validity does not expire due to a loss or change of the seal for this Special Account.**

**(5) In case of settlement of either the receiving account or the paying account while the inward or outward remittance is being applied for by the Customer, it is considered that the transfer agreement has been terminated and the Bank is not obligated to provide notice. Or, in case of insufficient balance in the account for the transfer of the Customer to make it impossible for the Bank to fulfill the agreement, the resultant losses shall be borne solely by the Customer.**

**(6) The Customer may terminate such authorization at any time in writing. To terminate the authorization, the Customer shall complete the Application Form and hand it to the Bank to be processed. It shall take effect immediately on the day of the application.**

#### 9. Allocation of Funds in this Special Account

To allocate of funds at the Bank, the Customer shall prioritize the deposit balance in this Special Account. In case of insufficient deposit balance in this Special Account to cover expected payments, allocations may be done according to the following financing items currently available at the Bank:

- (1) The remaining credit line available as agreed for certificate-based pledges and according to the Customer's level if re-deposit of demand deposits is already applied for this Special Account.
- (2) The remaining credit line available if wealth management-oriented revolving mortgage credit lines are agreed upon for this Special Account, which is to be automatically allocated into this Special Account.
- (3) The remaining credit line available if revolving credit lines are agreed upon for credit-based loans for this Special Account, which is to be automatically allocated into this Special Account.

Financing funds hereunder may not be used for the re-deposit of demand deposits or payment of the principal/interest of loans.

#### 10. In any of the circumstances below, the Bank may unilaterally terminate this Agreement automatically, to which the Customer absolutely shall not object.

- (1) The terms and conditions hereunder are terminated by the Bank according to law/as agreed.
- (2) The Customer shall pay the Bank under this Agreement or other agreements between the Customer and the Bank or as required by law.

#### 11. Agreement on Prioritized Off-set of Debts through this Special Account

For the amounts deposited into this Special Account and the amounts obtained due to early termination of the wealth management target, the Bank may deduct them preferentially according to the sequential order below to offset the debts:

- (1) All debts for allocated credit-based loans.
- (2) All debts for allocated wealth management-oriented revolving mortgage credit lines.
- (3) All debts for allocated certificate-based pledged credit lines.

#### **12. When opening this Special Account, the Customer agrees that the Bank will choose a suitable account level according to the mean deposit balance of the Customer. Apart from the services available for the levels of the accounts linked to this Special Account, the requirements for the management of each of the said accounts shall also be followed.**

13. The preferred waivers of handling fees for inter-bank withdrawals and transfers that are provided to the Customer for this Special Account shall begin from the 21st day of the current month to the 20th day of the following month and start over on the 21st day of each month thereafter.

14. The Customer shall provide information on the paying/receiving account for the transfers through this Special Account.

### C. Agreement on the Various Types of Amounts to Be Paid or Transferred

- i \ For deposit accounts opened by the Customer with the Bank, the Bank may be authorized to collect payments due to the Bank or for utilities from the Customer or designated third parties from designated accounts.
- ii \ Such collections may begin once authorization is accepted by the Bank and approval is obtained from the authorizer. Before proper approval is obtained, payments to be made for each month shall still be the responsibility of the Customer.
- iii \ The Bank shall collect payments from deposit accounts designated by the Customer directly according to the agreed payment dates and payable amounts shown in the Certificate of the Obligatory Claim (contract), utility bills, etc. There is no need for the Customer to issue a separate collection certificate. The passbook will be updated later.
- iv \ In the event that the balance in the deposit account designated by the Customer is insufficient to cover the amounts that are due or for causes that cannot be attributed to the Bank, thereby leading to delayed payments and resultant losses, the Customer shall take sole responsibility as such. If the balance in the designated deposit account is supplemented later, the Customer shall notify the Bank. The Bank may collect the default penalty or delay interest for the delinquency as required in articles specified in the Certificate of the Obligatory Claim (contract) and shall collect them together from the designated deposit account.
- v \ If the Customer is paying the amounts on behalf of a third party, the said third party agrees that the terms and conditions agreed upon between the Customer and the Bank's authorizer shall be binding for the third party and that the Customer completely represents the third party in terms of the latter's interests without objection. In case of any dispute, the Bank shall not be involved.
- vi \ When all amounts are paid off, such authorization is considered to have expired automatically.
- vii \ For the amounts to be collected by the Bank as authorized by the Customer, when the designated paying deposit account is unilaterally closed before the authorization is terminated, it is considered that the agreement on the collection is terminated automatically. The losses and default liabilities incurred as such are to be borne solely by the Customer.
- viii \ Except for Paragraph 6, the Customer or the Bank may notify the other party on the dismissal or termination of the agreement on the collection in writing at any time. To terminate the authorization, the Customer shall complete the Application Form (the signature/seal has to be identical to the name on the designated deposit account and the original seal specimen on record) and the termination procedure shall be completed two months ahead of the month where collection is to be stopped.
- ix \ In the event that the Customer has concerns about how utilities rates are calculated and the refunding or the additional charge, among others, the Customer shall contact the utilities agencies directly.

### D. Authorized Appropriations

- i. The Customer authorizes the Bank to handle the payables and receivables derived from commodities available from the current collaborative securities firms (the "Securities Firms") that trade securities now and those to be approved by the competent authority in the future between the client and the Securities Firms, including, without limitation, costs from the purchase and sale of securities, subscription values, handling fees, processing fees, and other related costs incurred from the said business or commodities.
- ii. The Customer authorizes the Bank to appropriate or transfer from the designated account directly all receivables and payables or costs between the Customer and the Securities Firms (the value shown in the Transaction Report or other receipts provided by the Securities Firms to the Bank); the passbook, withdrawal slip, or signature/seal of the client is not required. For amounts payable by the Customer to the Securities Firms (based on the value shown on the checklist or statement prepared by the Securities Firms), the Bank shall appropriate or transfer from the demand/demand savings deposit account opened with the Bank (the Settlement Account) of the Customer directly on the specified delivery date and payment date. Even if the deposit balance in the said account is insufficient

to cover the amounts payable to the Securities Firms on the date, the Bank may follow the instructions provided by the Securities Firms and appropriate or transfer the said deposit balance to the Securities Firms.

- iii. For the amounts to be collected by the Customer from the Securities Firms (based on the value shown on the checklist or statement prepared by the Securities Firms), they are appropriated by the Securities Firms to the Bank on the specified delivery and payment dates and the Bank will appropriate them into the foregoing deposit account of the Customer.
- iv. In case of any error in the information shown on the checklist or statement prepared by the Securities Firms or any dispute over the receivables or payables from trading of securities, the Customer shall address it with the Securities Firms directly; the Bank shall not be involved.
- v. The Customer authorizes the Bank to complete the Return Application Form for Class 1 Notes and make related inquiries on the Customer's behalf and agrees that the Bank may provide information obtained from inquiries directly to the Securities Firms.
- vi. The Customer agrees and authorizes the Securities Firms and their employees or designated representatives to inquire in writing about or request the provision of the deposit balance in the Settlement Account opened with the Bank, the detailed activities, and the wealth management credit line of the account holder as needed for inspections by the competent authority.
- vii. In case of insufficient balance or as notified by the court or any other authority with jurisdiction or when all or part of the services are suspended or terminated due to violations defined herein to make it impossible for the Bank to collect or pay amounts or fees as instructed by the Securities Firms, the Bank will notify the Securities Firms and it shall be addressed by the Customer directly with the Securities Firms. For default liabilities incurred over the trading of securities, if any, the Customer shall take sole responsibility.

## **E. Charter on the Use of ATM Cards - General Terms and Conditions**

**If the Customer also needs credit card functions on the card, a separate contract for credit cards shall be signed.**

- i. The application for, possession, and use of ATM cards (the "Card") of the Bank shall be handled as required hereunder. For details not covered herein, the terms and conditions for deposits and remittances under General Terms and Conditions of the Terms and Conditions for Account Opening shall be followed.
- ii. **Collection, Activation, Use, and Cancellation**
  1. The features of this card are available for valid current accounts of the Customer only. Once the Application Form is signed and approved by the Bank, the Customer may activate the Card according to this Charter. The same applies for re-applications if the Card is canceled, lost, or stolen.
  2. When the Card is used for withdrawals and transfers, before the records are updated in the passbook, the balance shown in the statement of records at the Bank shall prevail.
  3. To pick up the Card, the password letter, and to activate and register the Card, the Customer shall visit the original account opening branch or another branch designated by the Bank in person and show their identification supporting documents and the original seal specimen. If the Card is not claimed by the Customer within 45 days from the Application Date, the Bank may void the Card and the password letter unilaterally. If the pre-made ATM cards (including the password) are adopted, the Customer may pick up the Card and the password letter right after the account is opened and the terms and conditions hereunder are read, and may complete the activation and registration procedures.
  4. In the event that the Customer is unable to visit the branch to pick up the Card in person, the Bank may also be asked to send the card by mail or deliver the Card and the password letter separately in any other appropriate way. When the Card and/or the password are delivered by postal mail, the Bank will have it (them) delivered to the Customer at the latest address on record. If the ATM card or password letter for the Customer are returned to the processing center of the Bank and the Customer does not pick up the ATM card within 45 days from the date it is returned, the Bank may void the ATM card unilaterally; the password letter will be destroyed on the date of return.
  5. When the Customer is a legal person, to apply for an ATM card, it is agreed that the natural person actually holding the card will be the authorized user and the Customer will take sole responsibility for the behavior of the card holder. Any transaction engaged in with the card by the natural person actually holding the card with the correct ATM card password is considered as one authorized by the Customer and is absolutely binding on the Customer and any restrictions imposed by the Customer on the card holder is absolutely not valid as defense against the bank.
- iii. **ATM Card Password**
  1. The Customer understands that the Customer must use the Card with the current valid password.
  2. The Customer shall remember the password clearly and keep the password separately from the Card, properly keep it confidential and retain it so that it is not known or used by a third party. In case of any violation, the Customer shall take sole responsibility. To change the password, the Customer may unilaterally change the password by means of the automatic service or equipment or other equipment. The password may be changed an unlimited number of times.
- iv. **Number of Wrong Inputs of ATM Card Password and Retention and Lockup of Card**

If the Customer inputs the password incorrectly in four consecutive attempts, or forgets to retrieve the Card after use, or uses an ATM card which had been reported lost, or if the ATM card is retained or locked by the automated service equipment for any other reason during a transaction, the Customer must approach the Bank in person and bring along identification supporting documents of and the original seal specimen and it will be addressed as follows unless otherwise agreed upon between the two parties:

  1. When the Card is locked, the Customer may apply to unlock it by visiting the original account opening branch or another branch designated by the Bank.
  2. If the Card is retained, the Customer shall pick it up within 14 business days from the next day of the retention at the original account opening branch or another branch designated by the Bank. If the Customer fails to do so by the given deadline, the Bank may write off the Card.
- v. **No Lending, Assignment, Pledge, Reproduction, or Modification**
  1. Activities with the Card are limited to the Customer's designated account with the Bank only.
  2. The Customer understands that the ownership of the Card belongs to the Bank and that the Bank is entitled to make decisions over the issuance of the Card. The Customer shall keep it properly once having picked it up. In case of reproduction or modification of the Card, apart from criminal liabilities and other applicable legal liabilities, the Customer shall also compensate the Bank for the losses incurred as such.
  3. The Card may only be held and used by the Customer and may not be lent, assigned, pledged, given away, or gifted to any other person for use in any way. In case of lending, assignment, pledge, give-away as gift, or use by any other person, among other similar situations, the Customer shall take sole responsibility for all losses and consequences.
- vi. **Misplacement, Destruction, Theft, Loss, or Possession by Others of Card**
  1. The Customer shall keep the Card properly. In the event that the Card is misplaced, destroyed, stolen, lost, or possessed by others, or if the card number or password is known by someone else, it shall be reported as having been lost in ways agreed upon with the Bank immediately and the Customer shall visit the Bank in person or apply for reissuance of a new card in another way agreed upon by the Bank. For the foregoing method that is agreed upon, it shall be based on the safety and convenience of the person whose name is on the account. In the event that the Customer fails to report the Card as having been lost and someone has used it (for unauthorized withdrawals or transfers) and payments have been made by the Bank, such payments shall be considered to have been

made by the Customer. However, if the Customer's password is misused or stolen due to the Bank or other ATM provider's failure to exercise the duty of care as a good administrator with regard to the IT system, or for other reasons attributable to the Bank or such provider, the Bank shall still be liable for such losses.

2. Withdrawals, transfers, or debits made by the Customer are registered paperless and shall be equally binding as withdrawals with the withdrawal slip completed and the original seal specimen affixed and a show of the passbook. An automated teller machine will print out the transaction statement upon completion of each withdrawal effort for the Customer's reference.

vii. **Replacement of Card**

1. In the event that the Card is damaged or is no longer usable, the Customer shall return the Card to the Bank or apply for replacement of the Card in a way agreed upon by the Bank.
2. When the Card is retained by an automated teller machine, the Customer may also apply for its replacement with the Bank.
3. To apply for a replacement, the Customer shall visit any branch of the Bank in person to complete the form or submit the application in any other way agreed upon by the Bank and pay the processing fees for the new card. The processing fees are based on the charge criteria announced by the Bank at any time.
4. As soon as the new card is issued, the old one expires immediately.

viii. **Suspension**

If the Card cannot be operated or used due to power failure or failure of the computer system or the automated teller machine or for other technical causes, the Bank may suspend services available for the Card. The Customer may not make any claim or assert any rights with the Bank as such.

ix. **Restrictions over Deposited Amount**

While the Card is used to deposit cash through the Bank's automated service equipment into a non-Customer's account, the restrictions over amounts available for non-designated transfers with an ATM card shall apply. When it is deposited into the Customer's account, the upper limit per day per account is NTD 1,000,000 only.

x. **Cash Withdrawal**

When withdrawing cash, the Customer shall count it on the spot. When using the Card for transactions through automated teller machines, in cases of transactional differences, the Customer shall apply for an audit with the Bank as required by the Bank as soon as they are discovered. Unless the Customer can provide substantial counter evidence, the findings of such inspections shall be based on the Bank's records and investigations. The declaration or statement made by the Customer when an inspection is applied for shall be true and accurate; otherwise, the costs, fees, and losses incurred from such untruthful information or statement for the Bank shall be compensated as required by law.

xi. **Validity of Transactions**

When the Customer uses the Card and its password for transactions through automated service equipment or other equipment of the Bank or financial institutions with interbank connection within the financial information system, the transactions shall have equal validity as the transactions conducted with the passbook and registered seal.

xii. **Determination over Timing of Transaction**

Interbank transaction accounting cut-off time: The accounting cut-off time shall be 3:30 p.m. from Monday to Friday. Transactions conducted after the accounting cut-off time and those conducted on non-business days shall be processed as accounts on the following business day. Whether a transaction request is initiated within or after the cut-off time depends on the time at which the Bank receives the instruction.

xiii. **Assistance in Domestic Transfers and Wrong Transfers**

1. Transfers to be completed by the Customer through automated teller machines are available only when both the bank that the specific automated teller machine belongs to and the receiving bank offer such inter-bank transfers. For each transfer with the Card, the Customer shall carefully make sure that the code for the financial institution, the account number, and the value entered are free of errors before they are entered and confirmed. Once entered and confirmed, the transaction is considered to have been completed. The Customer may not demand correction or recall by the Bank later. The Customer shall be solely responsible for any losses incurred as such. If the code for the receiving financial institution, the deposit account number, or the value involved in the transfer applied for or completed by the Customer is wrong, causing the transfer to enter someone else's account or the amount is mis-transferred, the Customer may notify the Bank and the Bank will help with the following according to law:

- (1) Provide details relating to the transaction to the extent permitted by law.
- (2) Request assistance from the receiving bank.
- (3) Report the results.

2. **To make designated transfers through automated teller machines, the Customer shall designate the account with the Bank first so that transfers between designated accounts may proceed. For the Card, however, non-designated account transfers are not readily available. To make non-designated transfers through automated teller machines, the Customer must apply for such a feature with the Bank in writing in advance. The Customer may also apply for cancellation of such a feature with the Bank at any time.**

3. Upon receipt of the transfer command entered by the Customer, the Bank may subtract the amounts from the paying account of the Customer directly and (1) such transferred amount will enter the designated receiving account on the same day if such service is used by the Customer during normal business hours of banks (excluding extended business hours) or (2) such transferred amount will enter the designated receiving account on the next business day of banks when such service is used by the Customer during non-business hours of banks.

4. To change a designated account for the Card, the Customer shall complete the related application forms again and provide information about the change to facilitate the registration.

xiv. **Restrictions over Withdrawals and Transfers by the Bank**

1. **The following upper limits apply when the Customer uses the Card to withdraw cash from the Bank's automated service equipment:**

To withdraw cash in New Taiwan Dollar through automated service equipment: The maximum is NTD (same as below) 60,000 per transaction and 200,000 per day.

2. **Transfers to designated accounts are subject to the following limits:**

**The maximum is 1,000,000 per transaction and 3,000,000 for the designated account per day.**

3. **Transfers to non-designated accounts are subject to the following limits:**

**The maximum is 30,000 per transaction and 30,000 per day (the intra-bank and inter-bank amounts are combined).**

xv. **Restrictions over Interbank Withdrawals and Transfers**

1. **The following upper limits apply when the Customer uses the Card to withdraw cash through automated service equipment established by a financial institution with interbank connection to the Financial Information System:**

**The maximum is 20,000 per transaction and 200,000 per day (no more than 200,000 for domestic and international withdrawals combined a day).**

**2. Transfers to designated accounts are subject to the following limits:**

**The maximum is 1,000,000 per transaction and 3,000,000 per day (the designated and non-designated accounts are combined).**

**3. Transfers to non-designated accounts are subject to the following limits:**

**The maximum is 30,000 per transaction and 30,000 per day (the intra-bank and inter-bank amounts are combined).**

**xvi. Passbook Update**

Unless specified otherwise, the Customer agrees that no passbook update is required regardless of the number of transactions and the accumulated value involved when the Card is used for withdrawals and transfers and the Card may continue to be used. When the Card is used for withdrawals, transfers, or debits and the records are not updated in the passbook or the balance shown in the updated passbook does not answer to that book-kept at the Bank due to computer failure or disconnection, the book-kept balance at the Bank shall prevail. In the event that the Customer fails to complete withdrawals due to abnormality of the automated service equipment used, such payments shall be made once the facts are investigated and clarified by the Bank.

**xvii. Adjustment and Disclosure of Upper Limits and Frequencies Available for Withdrawals and Transfers**

Unless specified otherwise by law, for the amounts and frequencies specified in the preceding three articles, the Bank may adjust them as actually needed and the Bank shall disclose such information in a readily visible way 15 days prior to such adjustment in the operating location or on the website of the Bank.

**xviii. Calculation, Collection, Adjustment, and Disclosure of Fees**

The Customer is subject to the following processing fees incurred for the transactions and services completed with the use of the Card:

**1. Transaction fees:**

- (1) Domestic interbank withdrawals: NTD 5 per transaction.
- (2) Domestic interbank transfers: NTD 15 per transaction.

**2. Service fees:**

- (1) Unlocking of Card: NTD 50 per occurrence.
- (2) Reissuance/Replacement of Card: NTD 100 per occurrence.

For the foregoing fees, the parties agree that they may be subtracted directly by the Bank from the Customer's account or paid in any other way agreed upon by the Bank.

In case of any adjustment made to the fees in Paragraph 1, such information shall be disclosed in a readily visible way at the operating location or on the website of the Bank.

For the service fees mentioned under Paragraph 1, Subparagraph (2), unless it is proven by the Bank that the Card needs to be unlocked or reissued/replaced as a result of a reason that may be attributed to the depositor, they may not be collected. Where the Customer suffers damage because the Card needs to be unlocked or reissued/replaced, the Bank shall bear responsibilities for the compensation. However, this restriction shall not apply if the Bank proves that such required unlocking or reissuance or replacement of the Card is caused by a reason that cannot be attributed to the Bank.

**xix. Special Terms and Conditions on the Features of International ATM Cards**

1. With prior application by the Customer and following internal integration by the Bank and notice issued to the Customer, the Card can serve as an international ATM card. The Customer may use it in an automated teller machine set up by an international financial institution that is linked to the Card to withdraw cash or inquire about the balance, among other transactions, as required by the Bank and the financial institutions with automated teller machines. To cancel this feature, the Customer may visit the Bank in person, use the phone banking wealth management service, or cancel it in any other way agreed upon by the Bank.
2. In light of the restrictions set by the competent authority as part of foreign exchange control, the Bank may discontinue the feature of an international ATM card of the Card at any time.
3. Withdrawals overseas with the Card are limited to the demand deposit balance and financing credit line in New Taiwan Dollar that is available to the Customer with the Bank. In the event that no more balance is available or the balance in the account from which the withdrawal is to be made is insufficient or the financing credit line in New Taiwan Dollar provided by the Bank to the Customer is insufficient, the Bank may refuse to make the payment.
4. For withdrawals made by the Customer overseas with the Card, the Bank will make the payment in the equivalent local (where such withdrawals take place) currency through a local automated teller machine. The exchange shall be based on the exchange rate at the Bank on the date of such withdrawal made by the Customer as provided by the International Clearing House.
5. For withdrawals with the Card overseas, the Customer shall pay the online handling fees as required by each of the said international online agencies (such handling fees may vary from one agency to another; the Customer shall confirm them prior to use). For the online handling fees, upon withdrawals by the Customer, the Bank will subtract them from the paying account of the Customer directly.
6. When the Customer uses the Card for foreign currency transactions, the Bank is authorized to be the settlement agency within the territories of the R.O.C and shall complete the settlement procedure and declare the transaction as required by the Central Bank and as agreed upon between the parties.

**xx. Termination of Agreement or Suspension of ATM Card Features**

The Customer may terminate this Agreement at any time but shall do so by appearing at the Bank in person or authorize a representative in writing to do so. Unless the Card is lost, the Card shall be returned to the Bank, too. When the Customer is a legal person, the person-in-charge shall visit the Bank in person or authorize a representative in writing to do so.

Under any of the following circumstances, the Bank may terminate this Agreement or suspend features available for the Card at any time:

1. The Card is counterfeited, remade, or used for illegal actions such as money laundering, fraud, etc.
2. The Customer's account is listed as "temporarily suspended" or designated as a "warning account" in accordance with the law or is subject to additional control.
3. The Customer has violated laws, compromised the Bank's interests, or is found to have been involved in other illegal activities.

**xxi. Use of Personal Data**

Where the Customer uses the Card for withdrawals, transfers, foreign exchange, taxes, payments, debits, or financial account inquiries, among other interbank services, it is agreed that the Bank, the respective counterparty of the specific transaction, Joint Credit Information Center, Financial Information Service Co., Ltd., and any institutions incorporated under the approval of the Financial Supervisory Commission or the agricultural financing authority under the Executive Yuan may collect, process, transmit across borders, and make use of the Customer's personal data to the extent permitted by law and deemed necessary to carry out the abovementioned services. The Bank may not provide the Customer's personal data to any third party other than the institutions mentioned above unless it is approved by the Customer, agreed otherwise, or required by other laws and regulations.

**xxii. Dispute Resolution and To File Complaints**

Toll-free customer service hotline: 0800-051234.

Email: Callcenter.tw@sc.com

- xiii. The debit feature of an ATM card shall be used according to the terms and conditions defined by the Bank. When the Customer is a corporation, however, no debits functions shall be available for the Card.

## F. Terms and Conditions for Debit Service of ATM Cards

- i. Definitions: The terminologies herein are defined as follows:
  1. "Standard Chartered VISA Debit Card" (the "VISA Debit Card"): The cardholder may use a general ATM card according to the terms and conditions in the General Agreement for Account Opening of the Bank on the use of an ATM card and is entitled to giveaways, labor, or other benefits available at designated merchants based on the credit available at the Bank. The Bank is authorized to collect the amounts due for the Card from the demand deposit account in New Taiwan Dollar opened by the cardholder with the Bank when the said designated merchants send the Bank an invoice. VISA Debit cards do not have the credit-based delayed payment feature or offer case advance or overdraft consumption.
  2. "Cardholder": Refers to a customer whom the Bank has approved and issued a VISA Debit card to.
  3. "Acquirer": Refers to a financial institution that has been authorized by the VISA international organization to pay for the cardholder's purchases in advance when claimed by merchants.
  4. "Designated merchant": Refers to a retailer that has signed a merchant agreement with the acquirer to accept VISA Debit cards as a form of payment.
  5. **"Daily Debit Limits": The maximum debits available for the cardholder using the VISA Debit card per day as agreed with the Bank; if it is not particularly specified, the value is NTD 20,000. From August 3, 2015 onwards, however, the default value is NTD 60,000 for a VISA Debit card if it is not particularly specified.**
  6. "Debit Date" (that is, the "Posting Date" as shown on the comprehensive monthly statement): Refers to the date when the Bank transfers the amount from the demand deposit account designated by the cardholder and make the payment on behalf of the cardholder to the acquirer or designated merchant or affords the advance payment for the cardholder.
  7. "Settlement Date": Refers to the date when the Bank or its authorized agent converts the cardholder's payables in foreign currencies to NTD at the rate specified by the credit card organization following purchases made with the card overseas.
- ii. Application
  1. To apply for a VISA Debit card, each field of the Application Form shall be truthfully completed with the corresponding financial information and other related data. Furthermore, truthful and accurate related data or supporting documents shall be presented as required by the Bank. A demand deposit account in New Taiwan Dollar shall be opened with the Bank as well, to be designated as the account (the "Designated Deduction Account") for direct deductions to pay for expenses through the VISA Debit card.
  2. In case of any change to the basic information provided in the original application by the VISA Debit card holder (contact address, telephone, personal mobile phone, etc.), the cardholder shall notify the Bank immediately and update it.
- iii. Collection, Processing, and Utilization of Personal Data
  1. **The Customer guarantees that all information provided to the Bank is correct and free of errors and authorizes the Bank to validate and collect relevant personal data of the Customer at any time with parties concerned (including but not limited to the JCIC and the Bureau of Labor Insurance) within the scope of the specific purpose defined by the Bank and the Bank may process, utilize, and transmit internationally the said personal data. If there are any changes to the Customer's information, the Bank shall be notified as soon as possible.**
  2. **The Bank shall collect, process, and utilize the personal data of the Customer in compliance with applicable requirements of the Personal Data Protection Act and the Bank's Statement on Collection, Processing, and Utilization of Personal Data, including, without limitation, that the Bank may provide the data of activities between the Customer and the Bank to the JCIC. The Bank, however, shall actively correct and reinstate erroneous data of activities between the Bank and the Customer provided by the Bank to the JCIC, if any.**
  3. **For the Statement on Collection, Processing, and Utilization of Personal Data, the Customer can refer to the General Agreement for Account Opening, the official website of the Bank or contact the Bank directly.**
- iv. Daily Debit Limits
  1. **The Bank is entitled to approve the daily debit limits of the VISA Debit Card according to the cardholder's written application. In case the cardholder is the elder aged 65 or over, the cardholder may apply for the daily debit limits of the VISA Debit Card via either written application or through telephone banking services and such limits will be calculated separately from domestic and international withdrawal limits. Domestic and international debit consumptions by the cardholder may not exceed the available balance in the Designated Deduction Account. The cardholder shall carefully evaluate the available balance in the Designated Deduction Account in order to set the daily debit limits.**
  2. **If the cardholder does not apply for the debit feature of the VISA Debit card and only keeps its domestic and international withdrawal features, the Bank will not provide the debit feature to the ATM card according to the written agreement presented by the cardholder. To apply for the debit feature for the VISA Debit card in the future, the cardholder needs to visit an operating location of the Bank for the process.**
- v. Basic obligations of the Parties to the Agreement
  1. The Bank shall process settlement of transactions made by the cardholder with the legitimate use of the VISA Debit card applying due diligence as good administrator and may, spontaneously or through acquirers, provide designated merchants to facilitate transactions by the cardholder with the use of the VISA Debit card.
  2. **The cardholder's VISA Debit card is the property of the Bank and the cardholder shall keep and use the VISA Debit card properly. The Bank only authorizes the cardholder to use the VISA Debit card before the specified expiry date. The VISA Debit card may not be assigned, lent, placed as security, or occupied in any other way and transferred to a third party or handed to the third party for use. The cardholder will be solely liable for any losses that arise due to violation of this rule.**
  3. **The cardholder may not conspire with a third party or a designated merchant to create fictitious transactions or commit fraud, or use debits via the debit card in exchange for cash or any gains. The Bank reserves the right to authorize, limit, or reject the cardholder's use of the debit card if the debit involves highly liquid assets or any high-risk merchants identified by National Credit Card Center, or if the transaction is used for online gambling or it is suspected as fictitious or fraudulent due to its unusual items, or the time and location at which it takes place.**
  4. **The cardholder may not obtain fund financing directly or indirectly from a third party with the VISA Debit card.**
  5. **The cardholder shall be responsible for settling any amount payable that arises due to violation of Paragraphs 2 to 4 of this Article.**
  6. **Except in situations where the cardholder has reported the card as lost according to Article 13, the cardholder will be responsible for related payment obligations when the system is off-line or cannot be connected or and special transactions that do not require the cardholder's signature on the bill.**
  7. **The Bank has a duty to ensure the truthfulness of its advertisements, and shall bear obligations no lesser than what have been advertised. However, unless specifically noted otherwise, any credit card-related campaigns, services or agreements offered by the Bank shall be meant for credit card holders only, and are not applicable to VISA Debit card holders.**
  8. **For the sake of risk, safety, prevention against frauds, or others, the Bank may choose not to authorize a specific transaction with the VISA Debit card.**

- vi. Agreement Review Period  
The applicant may terminate the Agreement after having notified the Bank in ways specified under Article 18, Paragraph 3 within seven days upon receipt of the issued VISA Debit card without providing any reason or having to afford any cost or price. When the issued new card has already been used, however, the Agreement may not be terminated.
- vii. General Transactions
1. **Upon receipt of the VISA Debit card, the applicant shall sign the VISA Debit card immediately** in order to reduce the possibility of the card being used by an unauthorized third party.
  2. When using the VISA Debit card in a transaction, **the cardholder shall sign the sales slip after having swiped the VISA Debit card and verifying that it is free of errors, and shall keep the customer copy of the sales slip properly** for future reference.
  3. In situations where the designated merchant has agreed that the card holder may **return goods, cancel transactions, terminate services, switch purchased items or alter the price of the transaction made with the VISA Debit card, the cardholder shall obtain a return slip from the merchant and sign it after it has been checked to be free of errors, and shall keep the customer copy of the return slip properly for future reference.** However, where agreed between the cardholder and the designated merchant, the merchant may provide its signature, and certificates or other evidence may be used instead.
  4. Merchants **may reject the cardholder's VISA Debit card transactions under the following circumstances:**
    - (1) The VISA Debit card appears to be **forged, altered, or is damaged, broken, punctured, or the signature is unrecognizable/altered.**
    - (2) The VISA Debit card has expired or has been reported lost according to Article 13, Paragraph 1, or that the underlying agreement has been dismissed or terminated.
    - (3) The Bank has suspended the cardholder's right to use of the VISA Debit card.
    - (4) **The cardholder's signature on the sales slip is different to the signature shown on the back of the VISA Debit card, or it is proven that the VISA Debit card is not being used by the cardholder the Bank has approved.**
    - (5) **If, after the current transaction, the cardholder has exceeded the daily debit limits or the deposit balance of the Designated Deduction Account originally approved by the Bank.** This does not apply, however, if the Bank has particularly authorized the designated merchant to accept the transaction with the VISA Debit card.
  5. **The merchant may refuse to return the VISA Debit card to the cardholder under the circumstances specified in Subparagraph (1), Subparagraph (2), or Subparagraph (4) of the preceding paragraph.**
  6. **Complaints/appeals can be raised to the Bank if the cardholder encounters a situation where the merchant rejects use of the VISA Debit card for reasons other than the ones stated in Subparagraph (4), or if the merchant demands addition of commodities or increase of the service charge for use of the VISA Debit card.** The Bank shall investigate or engage the acquirer to investigate the matter and inform the cardholder of the progress according to its operating policies. **The Bank shall be responsible for the damages borne by the cardholder if the merchant's decisions above are found to have been the result of the Bank's intentional or major negligence.**
- viii. Special Transactions
1. According to general transaction practice or in light of the unique nature of a transaction, when commodities are purchased, services are obtained, or fees are paid by mail order, over the phone or by fax, among other similar ways, with the use of the VISA Debit card, the Bank may **use the password, confirmation over the phone, the signature shown on the receipt, postage certificate, or other ways that enable identification of the client's status and confirm the intention expressed by the cardholder; there is no need to use a sales slip or the signature rendered on the spot.**
  2. **In the event that the cardholder is engaged in electronic transactions directly with the VISA Debit card on the Internet or through electronic data swap, related agreements shall be entered into in advance with the Bank.** The cardholder, however, shall still be responsible for paying off electronic transactions already completed before related agreements are signed.
  3. For gas station self-service filling in automated equipment transactions or other special authorized transactions, the Bank may earmark a fixed amount in the available balance of the cardholder's designated deduction account and deduct the actual purchase amount after the designated merchant or acquirer requests payment from the Bank. The fixed amount in the foregoing will be disclosed to the public at the operating location or on the website of the Bank.
- ix. Purchase Statement
1. The Bank shall register details of each debit transaction of the cardholder in the passbook for the demand deposit account in New Taiwan Dollar for the Designated Deduction Account of the cardholder. The cardholder may find out the information by updating their passbook.
  2. If the Bank collect amounts from the Designated Deduction Account of the cardholder to pay for purchases with the VISA Debit card, the Bank shall send the Purchase Statement periodically.
  3. If the cardholder does not receive the current Purchase Statement within seven days after it has been placed in the mail, the cardholder shall make inquiries about it with the Bank (no later than 14 days after the current Purchase Statement is placed in the mail) and may request that it be sent again by registered mail, regular mail, or in any other appropriate way, with the costs to be borne by the Bank. **If the cardholder requests that a Purchase Statement from the previous three be sent again by the Bank, a handling fee of NTD 100 shall be paid per month per occurrence,** and the Bank is authorized to deduct the amount from the designated deduction account of the cardholder directly. The Bank may adjust the foregoing fees; however such adjustments shall be disclosed publicly at the operating location or on the website of the Bank in readily visible ways.
  4. If the cardholder of the VISA Debit card fails to notify the Bank of changes to the mailing address or other contact details provided in the application form, the Bank shall use the cardholder's last known mailing address or the address specified in the application form for future delivery. Once the Bank has sent business documents or due notifications to the cardholder's last known mailing address or the address specified in the application form, they shall be deemed as duly received after the regular time of delivery has elapsed. Statements shall be presented in writing, through automated equipment, or online.
  5. Where the cardholder has questions regarding the Purchase Statements, such as cases where no such transaction exists or where the payment is repeated, inquiries may be made with the card issuer immediately and resolution of the disputed payment may be requested as required. For details, please consult the Bank's 24-hour customer service hotline: 02-4058-0088.
- x. Procedure for Handling Consumption Entries with Disputes and Addressing Concerns about Cash Rebate
1. The cardholder shall resolve any dispute with the merchant regarding the quality, quantity, and value of goods or services delivered, and may not use them to request that the Bank shall return payments that are already made.
  2. **If the cardholder has doubts about transactions or what is stated in the passbook of the Designated Deduction Account or the Purchase Statement within 30 days after the comprehensive monthly statement is placed in the mail, the cardholder may notify the Bank by enclosing the reasons and supporting documents required by the Bank (such as the customer copy of the sales slip or the return form) or request that the Bank retrieve the sales slip or the return form from the acquirer or request that the Bank charge back the amount in question from the acquirer or the designated merchant according to the operating requirements of the international VISA organization regarding the specific transaction.**

3. In the event that the cardholder fails to notify the Bank as agreed in the preceding paragraph, it is inferred that there are no errors in what is stated in the passbook of the Designated Deduction Account or the Purchase Statement.
  4. If the Bank charges back the amount in question from the acquirer or the merchant according to the later part of Paragraph 2, but later finds out that what is stated in the Designated Deduction Account or the Purchase Statement are indeed correct or that the amount cannot be charged back for reasons that are not attributed to the Bank, the Bank may, after notifying the cardholder, deduct the chargeback from cardholder's Designated Deduction Account on the payment date. The cardholder shall still be responsible for paying off any shortage and the terms and conditions under Article 11, Paragraphs 2 and 3 shall be followed.
  5. **The cardholder shall pay the Bank the handling fees for retrieving sales slips or sales return slips from the Bank or the acquirer. Such handling fees are NTD 100 per domestic transactions and NTD 100 per overseas transactions. The Bank may adjust the abovementioned fees provided that such changes are disclosed in a visible manner at the Bank's business location or over its website.**
  6. The cardholder agrees that in cases of disputes over cash rebates, he/she shall request an investigation by the Bank regarding the specific transaction according to applicable requirements of the Bank. The findings of the investigation shall be followed in subsequent procedures.
- xi. Payment
1. The cardholder agrees that, at the time of purchase, the Bank may retain an amount equivalent to the purchase from balances available in the cardholder's designated debit account (the cardholder will not be able to withdraw or make use of the retained amount), and pay this sum to the merchant or the acquirer on the day the claim is made to the Bank. If the merchant or the acquirer does not make claims to the Bank by the **15th** calendar day after the transaction date (note), the Bank may release the said retained amount. Note: In the event that the said **15th** calendar day falls on a holiday or weekend, it will be deferred to the next business day before the Bank may release the retained amount.
  2. To avoid foreign exchange rate fluctuations that may cause the Bank to retain an amount insufficient for the payment, the cardholder agrees that, for every overseas purchase, **the Bank may retain an additional 10% of the transacted sum from the balance available in the cardholder's designated debit account (the cardholder will not be able to withdraw or make use of the retained amount), and pay this sum to the merchant or the acquirer on the day the claim is made to the Bank.**
  3. If the cardholder's designated debit account has **insufficient balance to cover the purchase on the expected payment date, the Bank may refuse to deduct balance for the said purchase. In which case, the cardholder agrees that the Bank may make advanced payment for the transaction and retain an equivalent sum from the cardholder's designated debit account, and in the meantime notify the cardholder to make up for the shortfall. Until the cardholder makes up the shortfall, the Bank may refuse to deduct balance for that transaction.**
  4. **If the cardholder fails to make up the shortfall before the expected payment date, the Bank may (1) restrict the cardholder's designed debit account usage; preventing customers from withdraw and transfer out from this account. If the shortfall amount still not repaid within given timeline, the Bank may lower cardholder's available debit spending amount or suspend the debit spending function; (2) impose an "overdue charge" (a default penalty) totaling NTD 200 per month (or part thereof) starting from the day after the expected payment date until the day the proceeds are repaid in full.** The Bank may adjust this penalty, provided that such changes are disclosed in a visible manner at the Bank's business location or over its website.
  5. In the above situation, the Bank may collect whatever balance is available in the cardholder's designated debit account on a daily basis starting from the expected payment date until such time when all payables and overdue charges have been settled.
- xii. Authorization for Foreign Currency Settlement
1. All transactions made by the cardholder through a VISA Debit card shall be settled in New Taiwan Dollar (NTD). **Where transactions (including refund) are made in non-NTD currencies, the cardholder shall authorize the Bank to convert foreign currency amounts into NTD at the exchange rate and handling fees quoted by the credit card organization on the currency settlement date, plus the Bank's processing fees.**
  2. The cardholder authorizes the Bank to act as the settlement agent within the borders of the Republic of China (Taiwan) for the purpose of settling transactions with the VISA Debit card overseas. However, where the foreign currency settlement amount payable by the cardholder exceeds the legal limit, the cardholder shall pay for the excess in the foreign currency.
  3. Should there be a change in exchange rate between the time the transaction is authorized and the time the transaction is cleared by the credit card organization, and therefore resulting in insufficient amount retained from the cardholder's deposits, the cardholder shall remain liable to make up for the shortfall.
- xiii. Theft, Misplacement or Loss of the Card
1. If the VISA Debit card is **misplaced, stolen, robbed, scammed or in any way possessed by a third party (collectively referred to as "lost"), the cardholder shall notify the Bank immediately (within 24 hours after the above occurrence) by phone or in any other way to issue another card, and pay a fee of NTD 100 for every card reported lost.** Where the Bank deems it necessary, the Bank may, within ten days after having received the loss report, ask the cardholder to file a report at the local police department no later than three days after having accepted the report, or to provide a supplementary notice to the Bank with enclosure of supporting documents for the said report. The Bank may adjust the handling fees for the reissuance as indicated in the foregoing, provided that changes are publicly disclosed in a visible manner within the Bank's business location or over its website.
  2. The Bank shall bear any losses caused by misuses of the card after the cardholder has reported the card as lost. **Under the following circumstances, however, the cardholder shall remain responsible for losses even after the card has been reported lost:**
    - (1) The cardholder has permitted the misuse of the card by a third party or has intentionally given the VISA Debit card to another user.
    - (2) The cardholder has conspired with a third party or a merchant to create fictitious transactions or to commit fraud.
    - (3) The cardholder intentionally or negligently reveals the password or other means of identification to a third party.
  3. **The cardholder shall bear a maximum of NTD 3,000 on losses incurred before the card is reported lost. Under the following circumstances, however, cardholder is not required to share part of the losses (this Article does not apply to cash withdrawals, fund transfers and any transactions performed over an ATM that require an ATM password, for they are subject to the terms and conditions for ATM cards outlined in the Bank's General Agreement for Account Opening):**
    - (1) The misuse of the VISA Debit card had occurred within the 24 hours before the card was reported lost.
    - (2) The impostor's signature on the sales slip is distinguishable from that of the cardholder by the naked eye, or there was a failure to identify the fake signature in accordance with the duty of care as a good administrator.
  4. **If the Bank is able to prove that it has exercised the duty of care as a good administrator, when the cardholder satisfies any of the exception clauses outlined in Paragraph 2 of this Article and meets any of the following descriptions, the cardholder's share of loss shall not be subject to the above limits:**
    - (1) **The cardholder was aware that the VISA Debit card had been lost or stolen but did not take the initiative to inform the Bank immediately, or whereupon the cardholder failed to inform the Bank within seven days after receipt of the comprehensive monthly statement following the loss or theft of the cardholder's VISA Debit card.**
    - (2) The cardholder violated Paragraph 1, Article 7 of the Agreement by **failing to sign at the back of the VISA Debit card, which led to misuse by a third party.**
    - (3) After the VISA Debit card is reported lost, the cardholder **failed to provide required documents, refused to assist in the investigation when requested by the Bank,** or carried out other actions that violated the principle of good faith.

- xiv. Card Re-issuance, Replacement, and Renewal upon Expiry
1. The Bank may issue another card based on the cardholder's application in the event that the cardholder reports the loss or theft of the VISA Debit card in accordance with Article 13, or if the card has been rendered unusable due to smudges, demagnetization, scratches or other reasons.
  2. The cardholder shall pay relevant fees when applying for a new card, requesting a replacement card, reporting loss of a card, and using the VISA Debit card functions. The cardholder also authorizes the Bank to collect such fees directly from the cardholder's account. These fees may be set at the Bank's discretion.
  3. The VISA Debit card is valid from the day it is issued and expires at the end of the month specified on the card.
  4. Upon expiration of the validity period shown on the VISA Debit card, if this Agreement is not terminated as required by Article 18, the Bank shall issue a new card for use by the cardholder. The Bank, however, may choose not to continue issuing a new VISA Debit card to the cardholder in light of risks, safety, the cardholder's finance, credit, consumption, and repayment status, upon termination, discontinuation, or occurrence of causes to disallow the use of the VISA Debit card as agreed upon by the cardholder. The cardholder may apply with the Bank for an ordinary ATM card upon consent to accepting and fulfilling the terms and conditions on the use of the said ATM card as agreed upon in the General Agreement for Account Opening.
  5. In the event that the cardholder does not intend to renew the VISA Debit card before it expires, the cardholder shall notify the Bank to terminate this Agreement before the effective period expires, or notify the Bank to terminate this Agreement in ways defined under Article 18, Paragraph 3 within seven days upon receipt of the new card without having to state any reasons or bear any charges. However, this shall not apply once the newly issued card has been used.
- xv. Offset and Discharge
1. In the event that this Agreement is terminated by the Bank according to Article 18, the Bank **may take whatever deposits and debt entitlements the cardholder has over the Bank to settle any debts that cardholder owes to the Bank.** (For cheque deposits, the terms and conditions for cheque deposits of the General Agreement for Account Opening allow the Bank to exercise its right of offset only after the cheque deposit agreement is terminated).
  2. **The intended offset as expressed by the Bank shall take effect as soon as it is book-kept and subtracted. Once the Bank has exercised its right of offset, the cardholder's passbook, certificate of deposit and other debt entitlement certificates shall no longer serve as valid proof of possession where offset applies.** If the offset value is insufficient to cover all debts the cardholder has owed to the Bank, the offset shall proceed according to the priorities outlined in Articles 321 to 323 of the Civil Code. However, the Bank may specify a priority of offset that supersedes Article 323 of the Civil Code if it works in the cardholder's favor.
- xvi. Agreement Amendment
- The Bank shall notify the cardholder of any change or addition/deletion made to the terms of this Agreement in writing or using any methods permitted by law. **The cardholder would be deemed to have accepted the change or addition/deletion if no objection is raised within seven days. For the following changes, however, the Bank shall notify the cardholder in writing or electronically,** or through public announcement at the Bank's business location or over its website. These notices and announcements must explain in details the changes made and compare the original to the revised terms in a clear, visible manner, while giving the cardholder the option to object them before they take effect, and that the cardholder would be considered as having consented to the change or addition/deletion if no objection is raised within the given period. The cardholder shall also be informed of the fact that he/she shall notify the Bank and terminate this Agreement in ways defined under Article 18, Paragraph 3 during the said period where he/she may raise objections, if any.
1. An increase in the annual fees, handling fees and their interest to be collected from the cardholder or a change in how the interest is calculated, and an increase in all possible costs to be borne by the cardholder.
  2. The way of notice in case of loss or theft or destruction of the VISA Debit card.
  3. The rights and obligations incurred after the cardholder is no longer entitled to use his/her VISA Debit card.
  4. The handling procedure in case of any concern raised about transactions completed with the VISA Debit card.
  5. Other matters stipulated by the competent authority.
- xvii. Restrictions on the Use of the VISA Debit card
1. **The Bank may reduce the cardholder's daily spending limit or suspend part or all of the cardholder's right to use the VISA Debit card without prior notice or reminder if the cardholder exhibits any one of the following:**
    - (1) The cardholder violates Paragraph 1 of Article 2, or Paragraph 2, Paragraph 3, or Paragraph 4 of Article 5.
    - (2) The cardholder maintains insufficient balance in the designated deduction account to pay for purchases for two consecutive months from the expected payment date.
    - (3) The cardholder declares bankruptcy or is declared bankrupt in accordance with the Bankruptcy Act, or has been blacklisted by the Taiwan Clearing House.
    - (4) The corporate entity or non-profit organization in which the cardholder serves as a person-in-charge, representative or manager has been blacklisted by the Taiwan Clearing House, declares bankruptcy or is declared bankrupt under the Bankruptcy Act, undergoes or is forced to undergo restructuring, ceases business operations or is liquidated.
    - (5) The cardholder is sentenced to serve a term in prison for a criminal offense or has main properties seized by the court.
    - (6) Where the cardholder uses the VISA Debit card for inappropriate purposes or the Bank suspects that the cardholder's account is being used for inappropriate purposes, the Bank may suspend or terminate the use of the VISA Debit card at any time, and recover and void the VISA Debit card.
  2. **The Bank may reduce the cardholder's daily spending limit or suspend part or all of the cardholder's right to use the VISA Debit card with prior notice or reminder if the cardholder exhibits any one of the following:**
    - (1) The cardholder violates Article 2, Paragraph 2 and the Bank is unable to get in touch with the cardholder using the contact address and phone number provided at the time of application, or the cardholder's occupation or job is changed and such change is sufficient for reducing the original estimated credit of the cardholder.
    - (2) The cardholder maintains insufficient balance in the designated deduction account to pay for purchases for one consecutive month from the expected payment date.
    - (3) The cardholder uses the VISA Debit card in violation of the daily spending limit or the available balance in the designated debit account as agreed upon under Article 4, Paragraph 1.
    - (4) The cardholder has cheques dishonored due to insufficient deposit balance; or the corporate entity or non-profit organization in which the cardholder is the legal representative, representative or manager has cheques dishonored due to insufficient deposit balance.
    - (5) The cardholder has had credit/VISA Debit cards suspended or credit/VISA Debit card agreements terminated by other card issuers.
    - (6) The cardholder is subjected to compulsory enforcement, provisional seizure, provisional disposition or other debt-securing measures.
    - (7) The cardholder is being sued for other debt-related disputes, or is investigated or prosecuted for criminal offense.
    - (8) The cardholder fails to repay debts owed to the Bank (including the Bank's head office and branches), or exhibits delays in repaying principals or interests on debts owed to other creditors.
    - (9) The cardholder fails to fulfill guarantee obligations in accordance with agreements.
  3. The Bank may reinstate the cardholder's daily spending limit or its use of the VISA Debit card when the situations described in Paragraphs 1 and 2 no longer apply, if the Bank accepts the explanations provided by the cardholder, or if the cardholder settles part of the debts owed or provides suitable collaterals.

## xviii. Termination of this Agreement

1. The cardholder may notify the Bank and terminate this Agreement in ways defined in Paragraph 3 hereunder at any time.
2. The Bank may terminate this Agreement by notifying the cardholder in writing or in any other way approved by the Bank should the cardholder exhibit any of the conditions described in Paragraphs 1 or 2 of the preceding article or when the debit card is due to expire.
3. To terminate or dismiss this Agreement, the cardholder must do so by visiting the Bank's business location in person for it to be legally binding.
4. Once the cardholder's designated deduction account agreement is terminated, this Agreement shall expire concurrently.
5. The cardholder may no longer use the VISA Debit card once this Agreement is terminated or dismissed (even if the effective period has not expired yet).
6. The Bank may discontinue or cancel the debit feature of the VISA Debit card by notifying the cardholder one month in advance in light of risks, safety, the cardholder's finance, credit, spending, and re-payment without discontinuing the general ATM card features or terminating this Agreement.

## xix. Governing Law

This Agreement shall be governed by the laws of the Republic of China. The constitution, efficacy, and interpretation of debt relationships under this Agreement shall be governed by the laws of the Republic of China.

## xx. Court of Jurisdiction

In case of a lawsuit arising from this Agreement, the cardholder and the Bank agree that the Taiwan Taipei District Court and the court in the locality of the Bank's branch that the cardholder does business with shall be the court of first instance. The exclusive jurisdiction-related special provisions of laws, however, shall prevail. This may not supersede Article 47 of the Consumer Protection Act or Article 436-9 of the Taiwan Code of Civil Procedure, where litigations involving small sums may be subjected to different jurisdictions.

## xxi. Business Outsourcing

**The cardholder agrees that accounts payables and receivables, computer-processed business, or other auxiliary business relevant to this Agreement of the Bank (such as data entry, processing, and output of information systems, development, monitoring, and maintenance of information systems, marketing, customer data input, printing, packaging/sealing, and mailing of forms, storage of materials such as forms and certificates, production and delivery of the card, collection of amounts, and legal procedures, etc., including the search and computer-based processing of relevant personal data meeting specific purposes) may be outsourced to appropriate third parties or membership agencies of credit organizations as required by or with prior approval from the competent authority if necessary. The cardholder further agrees that the Bank may provide his/her personal data to the abovementioned third parties. These third parties are also subject to regulatory requirements and shall keep confidential the cardholder's personal data when processing through a computer or utilizing the data.**

## xxii. Other Terms and Conditions

Other terms and conditions: In addition to this agreement, the cardholder also needs to comply with the Bank's terms and conditions on demand deposit accounts and ATM cards. Any matters that are not addressed in this Agreement or attachments thereof shall be governed by the Bank's policies or a separate agreement between the two parties.

**General Insurance Terms and Conditions of Standard Chartered VISA Debit Card****Cathay Pacific Property General Insurance Certificate for Credit Cards**

Approval Document No.: Guo-Chan-Jing No. 1130100003 dated January 19, 2024 and Guo-Chan-Jing No. 1130100004 dated January 19, 2024

Policyholder: Standard Chartered Bank (Taiwan) Limited

Insured Period: From 00:00, January 1, 2024 to 00:00, January 1, 2025

**i. Common Terms and Conditions**

The terminologies used herein are defined as follows:

1. "Proposer" means the institution that issues the credit card and applies for insurance coverage on behalf of the insured.
2. "Covered credit card" means the credit card issued by the proposer and held by the insured and documented in the insurance contract, including company cards and partnership cards.
3. "The insured" refers to the holder of the valid covered credit card (the primary and secondary cards) issued by the proposer and his/her spouse and unmarried offspring less than 25 years at the time of the covered accident.
4. "Insured period" is the duration stated in the insurance contract; the start/end times/days are based on the National Standard Time.
5. "Public transportation tool" can refer to a passenger jetliner or water-borne or land public transportation tool that travels a fixed voyage or route following registration with and approval by the local government. The following types of transportation tools, however, are not covered by the insurance contract:
  - (1) Sightseeing ones that do not carry passengers regularly: for example, star cruises/tour buses/sightseeing spot-only transportation tools, etc.
  - (2) Those that carry specific or may carry specific groups or individuals only: for example, the presidential jet or a military aircraft.
  - (3) Domestic MRT systems, public vehicles (including city buses and passenger buses), and cable cars that passengers pay separately with a credit card to ride.
6. "Commercial jetliner" is an aircraft owned by an aircraft company holding a certificate/license or related approvals from authorities concerned in the country where the aircraft is operated and registered that provides air-borne public transportation to carry non-specific public or groups according to the schedule and price list released between fixed airports, including add-on flights or flights where part or all of the seats are undertaken by travel agencies that are opened to non-specific public or groups.
7. "Fixed voyage or route" means the route between fixed points (ports, airports, bus stations) where passengers are regularly transported.
8. "Tour charge" means the expenditure that the insured has to pay as a whole for all the transportation tools and accommodations required throughout the trip.
9. "Total public transportation fare" includes tickets, airport tax, war risk surcharge, fuel, and other additional expenses; it has to be paid exclusively with the credit card in order to be covered by the general insurance available for the credit card. The total public transportation fare may not include all (such as the give-away ticket or the free ticket) or part of preferred discounts (including coupons, vouchers, discount certificates, points, etc.). Certificates obtained from winning a lottery or in other ways free of charge or air tickets for which only related taxes such as airport taxes or war risk surcharges are paid with a credit card are not covered by the travel insurance available for the credit card.

**ii. Inconvenience Insurance for Credit Cards****Scope and Items**

When the insured pays for all or 80% or more of the fare of a commercial jetliner with the flight confirmed prior to departure with a valid covered credit card during the insured period, in cases of accidents during the insured period that lead to payment for the following necessary expenses, the Company is responsible for the compensation as required herein. If the insured later cancels the above-mentioned commercial jetliner or tour charge, however, the Company is not responsible for the compensation.

1. Expenses from flight delays
2. Expenses from baggage delays
3. Expenses from lost baggage
4. Compensation for hijacking

If the air ticket used by the insured is one with preferred discounts provided by the airline company or the travel agency and the amount actually paid by the insured falls short of 30% of the denomination of the ticket, the Company is not responsible for compensating for the expenses or losses under Paragraph 1.

#### 1. Expenses from flight delays

The insured, within the insured period, at

- (1) An international airport
- (2) A layover
- (3) A domestic or offshore island flight that is delayed (excluding one that departs from where the household or domicile is registered).

For the incidents below that lead to the insured paying for the delay of the flight, the Company is responsible for the compensation within the scope of "Coverage for Costs of Flight Delay" stated herein:

- (1) The scheduled flight is delayed by four hours or longer.
- (2) The scheduled flight is canceled and there is no other flight available within the next four hours as an alternative.
- (3) The seat on the scheduled flight is canceled due to overbooking and there is no other flight available within the next four hours as an alternative.
- (4) The expected connecting flight is missed due to the delay of the prior flight and there is no other flight available within the next four hours as an alternative.

When two or more of the above four conditions are fulfilled, it is considered a single incident.

Expenses from flight delays indicated in the preceding paragraph refer to the following expenses incurred locally during the delay:

- (1) Necessary and reasonable meals and lodging.
- (2) Transportation between the airport and the lodging location.
- (3) Daily necessities that need to be purchased in the event that lodging is required due to the flight delay yet the insured's baggage has already been checked in. However, daily necessities that are purchased after the insured has checked in for an alternative flight are not covered herein.
- (4) International phone bills.

"During the delay" indicated in the preceding paragraph refers to the duration from the scheduled departure time of the original flight to the actual departure time of the alternative flight.

"Locally" indicated in the preceding paragraph refers to scheduled departure airport or the scheduled layover airport.

If the scheduled itinerary of the insured is a continuous one, even if more than one flight delay occurs throughout the itinerary, the Company will pay for the expenses from flight delays incurred as such only in compliance with the limits in the "Benefit Per Person Per Incident" stated herein.

The "continuous itinerary" stated in the preceding paragraph means that connecting to the airport for the next destination is required within 24 hours of the current airport of arrival.

If the insured cancels later the above-mentioned commercial jetliner or tour charge transaction and stays in the original departure or connecting airport due to weather conditions and a valid covered credit card of the proposer is used to pay for all the air tickets of an airline company that differs from the original one or all costs of alternative transportation tools meeting the definition herein to arrive at the original destination, the Company is responsible for compensating for the expenses from flight delays as required herein, excluding the costs of the said new public transportation tools.

In the event that there are too many people trapped on offshore islands due to canceled domestic flights in light of adverse weather conditions, the military will help all airline companies evacuate the trapped visitors (the so-called cross-airlines waiting list). The Company will be responsible for the compensation of the expenses from flight delays as required herein.

If the airplane lands in an alternative airport to the original scheduled one due to weather conditions, the Company will pay for the expenses from flight delays in the preceding paragraph as required herein.

#### 2. Expenses from baggage delays

During the insured period, if the insured's carry-on or checked-in baggage remains undelivered to the destination airport (excluding the airport of residence or domicile) after six hours as a result of improper handling by the airline company, the necessary costs of daily necessities that the insured must purchase at a physical store to meet their needs before claiming the baggage will be compensated by the Company in compliance with the "Baggage Delay Benefit" stated herein. However, such compensation is limited to the required expenditures for the 24 hours after the insured arrives at the destination.

#### 3. Expenses from lost baggage

During the insured period, if the insured's carry-on or checked-in baggage is lost as a result of improper handling by the airline company and is not delivered in 24 hours after the insured arrives at the destination airport (excluding the airport of residence or domicile), it will be covered. The necessary costs of daily necessities that the insured must purchase at a physical store to meet their needs before claiming the baggage will be compensated by the Company in compliance with the "Lost Baggage Benefit" stated herein. However, such compensation is limited to the required expenditure for the 120 hours after the insured arrives at the destination.

If the baggage delay benefit has already been paid as required by the preceding paragraph, the Company's responsibility for compensation is limited to the lost baggage benefit with the baggage delay benefit subtracted.

#### 4. Compensation for hijacking

If the flight taken by the insured is hijacked during the insured period, the Company will pay the "Hijacking Benefit" based on the number of days hijacked; periods shorter than one full day will be counted as one day. Such compensation, however, is limited to the "Hijacking Benefit" stated herein.

"Hijacking" in the preceding paragraph means that the active aircraft, its normal voyage, or the action of passengers onboard is held or controlled by force, coercion, or in any other illegal way by individuals or a group of people not subject to control or command by a legal government or judicial agency.

#### 5. Common Uninsured Items Hereunder

The Company is not responsible for the compensation caused by the incidents or losses attributable to the following:

- (1) Wars, quasi-wars (declared or not), invasions by enemies, behavior of external enemies, rebellion, internal disorder, or other similar armed chaos.
- (2) Events caused by nuclear fission or radiation.
- (3) Confiscation, seizure, expropriation, or destruction by the customs authority or other government agencies.
- (4) Intentional or criminal acts of the insured.
- (5) Strikes, riots, or public harassment that is not applicable for hijacking compensation.
- (6) Direct or indirect terrorist acts or its correlated acts, regardless of whether there are other concurrent or consequential causes of incidents involved.

- (7) Direct or indirect acts to resist, prevent, or suppress terrorism or its correlated act. “Terrorist act” in the preceding paragraph refers to the use of force, violence, blackmailing, threat, or destruction by any individual or group, conspiring alone or jointly with any organization, group, or government agency to further political, religious, faith-based, ideological, or other similar purposes, including intentional overthrowing, coercion, or influence of any government or bringing fear to the general public or specific populations.
- (8) The Company is not responsible for incidents caused by the bankruptcy, restructuring, or liquidation of the airline company that the related flights belong to.

#### 6. Filing for Flight Delay Benefits

To apply for the flight delay benefit, the insured shall enclose the following documents:

- (1) Claim Application Form
- (2) Photocopies of the front and back sides of the monthly statement of the credit card for the month when the air ticket or the tour charge was paid with the covered credit card of the insured, a photocopy of the payment receipt that shows the name of the cardholder, the card number, and the travel agency (it must show the name of the buyer).
- (3) Passenger’s copy of a transportation tool receipt (such as: the ticket stub) and photocopy of the reservation record (such as: photocopy of the electronic air ticket).
- (4) Original copy of the receipt showing expenses from flight delays paid with the covered credit card of the insured.
- (5) Original copy of the proof of flight delay/missed connecting flight/rejected boarding issued by the airline company.
- (6) If the expenses from a delay of a connecting flight that is missed are being applied for, please explain the time of the intended connecting flight and the destination of the connecting flight and the number of hours involved in the delay.
- (7) When the expenses from flight delays for a flight taken by the cardholder’s spouse or offspring are being applied for, photocopies of identification supporting documents shall be enclosed.

#### 7. Filing for Baggage Delay or Lost Baggage Benefit

To apply for the baggage delay or lost baggage benefit, the insured shall enclose the following documents:

- (1) Claim Application Form
- (2) Photocopies of the front and back sides of the monthly statement of the credit card for the month when the air ticket or the tour charge was paid with the covered credit card of the insured, a photocopy of the payment receipt that shows the name of the cardholder, the card number, and the travel agency (it must show the name of the buyer).
- (3) Passenger’s copy of a transportation tool receipt (such as: the ticket stub) and photocopy of the reservation record (such as: photocopy of the electronic air ticket) and proof of checked-in baggage (such as: original copy of the baggage tag).
- (4) Original copy of the receipt showing costs of delayed or lost baggage paid with the covered credit card of the insured.
- (5) Original copy of proof of delayed or lost baggage issued by the airline company or the airport at the time of the incident and original copy of proof of claiming delayed baggage.
- (6) When the costs of delayed or lost baggage of the cardholder’s spouse or offspring are being applied for, photocopies of identification supporting documents shall be enclosed.

#### 8. Filing for Hijacking Benefits

To apply for the hijacking benefit, the insured shall enclose the following documents:

- (1) Claim Application Form
- (2) Photocopies of the front and back sides of the monthly statement of the credit card for the month when the air ticket or the tour charge was paid with the covered credit card of the insured, a photocopy of the payment receipt that shows the name of the cardholder, the card number, and the travel agency (it must show the name of the buyer).
- (3) Passenger’s copy of a transportation tool receipt (such as: the ticket stub) and photocopy of the reservation record (such as: photocopy of the electronic air ticket).
- (4) Original copy of proof of hijacking.
- (5) When the hijacking benefit for the cardholder’s spouse or offspring is being applied for, photocopies of identification supporting documents shall be enclosed.

### iii. Travel Insurance for Visa Debit Cards

#### 1. Scope and Items

The scope of coverage available for Travel Insurance for Credit Cards may be defined concurrently or separately for each of the following categories between the Company and the proposer:

##### i. Public Transportation Tools

#### 2. Scope of Coverage

When, during the insured period, the insured pays all fares of public transportation tools or 80% or more of the tour charge with a valid covered credit card and disability or death occurs due to accidents that occur on a public transportation tool as indicated below during the said period, the Company will pay the benefit as agreed upon herein:

- (1) Commercial jetliners:
  - a. Travel to and back from the airport in a vehicle before the original departure time or within five hours after arrival at the destination airport;
  - b. While waiting at the airport for boarding;
  - c. While riding in or getting on/off a commercial jetliner.
- (2) When the insured takes public transportation tools other than that mentioned in the preceding subparagraph, it is limited to the period while riding or getting on/off the said public transportation tool.

If the ticket to the public transportation tool used by the insured as indicated in the preceding paragraph is a preferred rate ticket provided by the public transportation tool operator or the travel agency and the amount actually paid by the insured is less than 30% of the denomination of the said ticket, the Company is not responsible for the compensation in case of an accident suffered by the insured as a result of using the air ticket.

The accidents covered by the travel insurance while riding in the public transportation tool as indicated in the preceding paragraph are limited to traffic accidents. Disabilities or deaths not caused by a traffic accident are not covered by the insurance.

#### 3. Terms and Definitions

The terminologies used herein are additionally defined as follows:

- (1) An “accident” refers to a sudden external event not caused by a disease.

- (2) "Coffin relocation cost" means the necessary and reasonable costs incurred for purchasing a coffin or cremation at the location of a death caused by an accident, and the most economically reasonable costs of transporting the remains or the ashes back to the starting point.
- (3) A "vehicle" refers to an automobile, a tram, a slow-moving vehicle, and any other powered vehicle that travels on a highway or a city road.
- (4) "Overseas" means outside the territories of the Republic of China.
- (5) "Outside the territories of the Republic of China" includes regions outside Taiwan, Penghu, Kinmen, Matsu, and other regions outside the governing power of the government.

#### 4. Death Benefit or Funeral Benefit

If the insured suffers an accident during the insured period and the said accident results in death within 180 days, the Company will pay the death benefit based on the insured value. This does not apply, however, if the death occurs outside of the next 180 days, as long as the beneficiary can prove that the death of the insured has a causal relationship with the said accident.

When the insured is a minor less than 15 years old at the time this insurance contract is established, the death benefit is payable starting from the 15<sup>th</sup> birthday of the insured.

If the insured is someone for whom a guardianship declaration is yet to be canceled at the time this insurance contract is established, the death benefit shall be changed to be the funeral benefit.

For the insured indicated in the preceding paragraph, the sum of the funeral benefit payable by the insurance purchased on February 3, 2010 onwards (excluding the Company) may not exceed half of the inheritable fortune and the deductibles of applicable inheritance tax and funeral expenses. The Company is not responsible for paying the excess.

#### 5. Disability Benefit

If the insured suffers an accident during the insured period and the said accident results in the disabilities shown in the attached table within 180 days, the Company will pay the disability benefit at a value calculated proportionally to that listed in the table. This does not apply, however, if the disability occurs outside of the next 180 days, as long as the beneficiary can prove that the disability of the insured has a causal relationship with the said accident.

When the insured suffers two and more disabilities shown in the attached table, the Company will pay the sum of the respective disability benefits, which can be the insured value at maximum. If different disabilities involve the same hand or the same leg, however, only one of them will be payable. If the disabilities involve different levels of severity, the more severe one will be payable.

If the disability benefit for the disability suffered by the insured from the current accident is combined with a previous (before this insurance contract was established) disability and disability benefits for the more severe item are payable in accordance with the attached table, then the Company will pay the disability benefit according to the more severe item. However, the earlier disabilities are considered to have been paid and the value shall be deducted.

Under the circumstances indicated in the preceding paragraph, if the benefit eventually claimed by the insured after prior ones are subtracted is less than the value separately claimed, then the clauses about combination are not applicable.

If the insured claims disability benefits for different accidents during the insured period under this insurance contract, the Company will pay accumulatively a maximum of the insured value only.

If the insured is a minor less than 15 years old when this insurance contract is established, the disability benefit paid by the Company shall be calculated proportionally according to that shown in the attached table based on the value agreed upon herein.

If the insured is someone for whom a guardianship declaration is yet to be canceled when this insurance contract is established, the disability benefit paid by the Company will be calculated proportionally with the funeral benefit.

#### 6. Coffin Relocation Benefit

If the insured dies because of an accident during the insured period, the Company will pay the beneficiary the coffin relocation benefit. However, the benefit shall be limited to the insured value stated herein at maximum.

#### 7. Restrictions over Paying the Benefit

If the insured is disabled and dies because of the same accident during the insured period of this insurance contract and fulfills the filing criteria agreed upon herein, the total value payable by the Company is limited to the insured value at maximum.

Under the circumstances indicated in the preceding paragraph, if the beneficiary has claimed the disability benefit, the Company is responsible for paying the difference between the insured value and the claimed value only.

If the insured is disabled and dies because of different accidents during the insured period of this insurance contract, the beneficiary may file for the benefit as agreed upon herein; the stipulations under Paragraph 1 shall not apply.

#### 8. Exclusions

The Company is not responsible for paying the benefit if the insured dies or is disabled directly because of the following:

- (1) The intentional act of the insured.
- (2) The criminal offense of the insured.
- (3) Violation of the local road traffic regulatory requirement regarding alcohol content in exhaled breath or in blood when the insured drives a vehicle under the influence of alcohol.
- (4) Under the influence of narcotics, marijuana, opioids, stimulants, and similar substances.
- (5) Wars, quasi-wars (declared or not), invasions by enemies, behavior of external enemies, rebellion, internal disorder, or other similar armed chaos. This does not apply if it is specified otherwise in the contract.
- (6) Explosions, burns, radiation, or contamination caused by atomic or nuclear energy devices. This does not apply if it is specified otherwise in the contract.
- (7) Riding in an aircraft not as a registered passenger or in a civil passenger jet not registered or approved by the local government. This does not apply if it is specified otherwise in the contract.
- (8) Direct or indirect terrorist acts or its correlated acts, regardless of whether there are other concurrent or consequential causes of incidents involved.
- (9) Direct or indirect acts to resist, prevent, or suppress terrorism or its correlated act.

"Terrorist act" in the preceding paragraph refers to the use of force, violence, blackmailing, threat, or destruction by any individual or group, conspiring alone or jointly with any organization, group, or government agency to further political, religious, faith-based, ideological, or other similar purposes, including intentional overthrowing, coercion, or influence of any government or bringing fear to the general public or specific populations.

#### 9. Filing for Benefits

While filing for benefits, the beneficiary shall enclose the following documents:

- (1) Claim Application Form
- (2) Photocopies of the front and back sides of the monthly statement of the credit card for the month when the air ticket or the tour charge was paid with the covered credit card of the insured, a photocopy of the payment receipt that shows the name of the cardholder, the card number, and the travel agency (it must show the name of the buyer).
- (3) Passenger's copy of a transportation tool receipt (such as: the ticket stub) and photocopy of the reservation record (such as: photocopy of the electronic air ticket).
- (4) Photocopy of the entry and exit records.
- (5) For death or funeral benefits, please also enclose the Autopsy Certificate or the Death Certificate and the insured's Household Registration Cancellation Transcript. If necessary, the Company may demand provision of supporting documents for the accident.
- (6) For a disability benefit, please also enclose the original copy of the Disability Diagnosis Certificate. If necessary, the Company may demand provision of supporting documents for the accident and the disability.
- (7) For a coffin relocation benefit, please also enclose the original copies of related receipts showing the coffin relocation costs.
- (8) Photocopy of the beneficiary's ID. When the beneficiary files for the disability benefit, the Company may examine the body of the insured; if necessary, the Company may also retrieve related medical care information of the insured with permissions from the beneficiary. The Company will bear the incurred costs.
- (9) When the death, disability, funeral, or coffin relocation benefit of the cardholder's spouse or offspring is being applied for, photocopies of identification supporting documents shall be enclosed.

When the beneficiary files for the disability benefit, the Company may examine the body of the insured as needed for the benefit review, may also consult other physicians to obtain their professional medical opinions, and may retrieve related medical care information of the insured with permissions from the beneficiary. The Company will bear the incurred costs as such.

#### 10. Designation of Beneficiary

The beneficiary for the death, funeral, and coffin relocation benefits is the legal heir of the insured. The beneficiary for the disability benefit is the insured. The Company does not accept the appointment of an alternative beneficiary or any change to the beneficiary.

The death, funeral, disability, or coffin relocation benefit payable by the Company is to be directly filed for by the beneficiary only.

If the beneficiary intentionally causes the death of the insured, or even if the insured does not die as such, the beneficiary shall lose his/her entitlement to the benefits. Under the circumstance indicated in the preceding paragraph, if the said beneficiary loses his/her entitlement to the benefits and it leads to no beneficiary available to claim the benefits, the benefits will become the inheritable fortune from the insured.

If there are other beneficiaries, the portion originally belonging to the beneficiary who has lost his/her entitlement to the benefits shall be shared proportionally among the other beneficiaries according to the originally agreed ratio.

✘ **The scope of coverage is based on the items listed in the table below**

✘ Checklist of insured values for the Visa Debit card:		Insured value in NTD
<b>Inconvenience Insurance for Credit Cards</b>		<b>VD Card (for users with the debit feature turned on only)</b>
Expenses from flight delays	Per person per incident	7,000
	Per card per incident	14,000
Expenses from baggage delays	Per person per incident	7,000
	Per card per incident	14,000
Expenses from lost baggage	Per person per incident	20,000
	Per card per incident	40,000
Hijacking compensation (daily)		5,000
<b>Travel Insurance for Credit Cards</b>		<b>VD Card (for users with the debit feature turned on only)</b>
Public Transportation Tools		4,500,000
Coffin relocation cost		30,000

✘ If the insured is a minor less than 15 years old, the maximum disability benefit payable is limited to NTD 2 million. For the remainder, it shall be handled in accordance with the terms and conditions of the policy.

✘ For the same accident, if the Company has already paid the benefit for public transportation tools, the benefit will not be paid again as part of the travel insurance throughout the overseas itinerary.

✘ Additional Terms: (1) Infectious Diseases Exclusion Terms (2) International Sanctions Exclusion Terms (3) Network Loss and Electronic Data Exclusion Terms.

✘ Other details not covered herein shall be handled in accordance with the requirements of the insurance contract.

**Insurer: Cathay Century Insurance Co., Ltd.**

**Customer hotline: 0800-212-880**

**Website: [www.cathay-ins.com.tw](http://www.cathay-ins.com.tw)**

Once you have the certificates ready and the related paperwork has been properly filled out, please provide them to Cathay in the following ways:

1. Application Method: Mail them by registered mail to the following address
2. Mailing address for the application form: Room B2, 8F, No. 239, Minquan Road, West District, Taichung City 40341 (Attn. Credit Card Benefit Center of Cathay Century Insurance Co., Ltd.)
3. Telephone: 0800-212-880; the customer representatives of Cathay Century Insurance Co., Ltd. will provide you with related information.

## G. Regulations on Telephone Banking Services of the Bank

These Regulations apply when a Party to the Agreement (the "Party") of a savings account at the Bank conducts transactions such as transfers to default and non-default accounts from the Bank, domestic interbank remittances, international wire transfers, scheduled transfers and other telephone banking services agreed upon by the Bank unless otherwise regulated by the Bank. However, telephone banking services not offered by the Bank shall be announced separately on the Bank's website when the services are activated. Before the announcement of the activation of such services, the Bank is not obligated to offer the services even if the related articles are listed in the Regulations.

### i. Restrictions for application and prior procedures

1. The Party is aware that general joint accounts, personal accounts without a legal ID numbers or Business Tax ID, savings accounts opened by companies or groups, and accounts of Offshore Banking Units (OBUs) with an Asset Under Management (AUM) of 3 million NTD or less are not eligible to apply for telephone banking services. A minor is allowed to apply for telephone banking services after obtaining consents of all legal representatives.

2. The Party shall first fill out and sign the application form or apply via the telephone banking service center of the Bank (for joint accounts between spouses, company accounts, OBU accounts and accounts held by minors, the application for telephone banking services shall be conducted in person at a branch of the bank) and obtain approval from the Bank to be able to use the services.

**ii. Method and scope of use**

1. After completing the application procedures for the password for telephone banking services, the Party shall call the service line of the Bank and enter the relevant personal information as well as the password for telephone banking services by following the instructions of the Interactive Voice Response (IVR). The Party may refer service items and restrictions to "xiii. Service Items and Restrictions of Telephone Banking Services of the Bank"; OBU accounts may only use telephone banking services provided by dedicated staff and not the IVR services..
2. After completing the application procedures for the personal password for the telephone banking services for a credit card, the Party shall call the service line of the Bank and enter the relevant personal information as well as the personal password for the telephone banking services for the credit card following the instructions of the Interactive Voice Response to begin using the telephone banking services for the credit card of the Bank.

**iii. Password**

1. The password for the telephone banking services and personal password for the telephone banking services for a credit card
  - (1) The Party shall apply in person or via the telephone banking service center for the configuration of the password for the telephone banking services and/or personal password for the telephone banking services for a credit card when applying for telephone banking services and/or telephone banking services for credit cards. The Party shall present their ID document and seal at the Bank to collect the password sheet (the Party may replace the seal with a signature to collect the password sheet) or collect the password sheet via mail or other appropriate ways if agreed by the Bank. If the password sheet is to be delivered by mail, the mail shall be sent to the last mailing address left with the Bank by the Party. The mail shall be deemed as delivered after a reasonable period of time for such a delivery has elapsed. Any loss incurred by the Party arising from the loss and misappropriation of the password sheet during the delivery via this method shall be the sole responsibility of the Party. After receiving the password sheet, the Party shall change the default password given in the password sheet via the phone banking system. Upon confirmation by the Bank, the new password shall become effective immediately. In the event that the Party fails to change the password for the telephone banking services and/or personal password for the telephone banking services for the credit card within thirty days of the printing of the password sheet(s), the password(s) shall be invalidated. The Party shall submit another application to set the password(s) at a branch of the Bank or via the telephone banking service center or any other method agreed upon by the Bank. If the Party sets the password via the phone banking system, the password does not need to be changed when the Party enters the IVR system for the first time.
  - (2) The Party agrees that for the sake of security, in the event that the Party needs to reset their password(s) due to entering the wrong password for the telephone banking services and/or the wrong personal password for the telephone banking services for a credit card a certain number of times, losing the password(s), or other reasons, the Party shall apply to reset the password(s) at the Bank, via the telephone banking service center, or any other method agreed upon by the Bank. In order to reset the password(s) via the telephone banking service center or any other method agreed upon by the Bank, the accounts may not be joint accounts, corporate accounts, or accounts held by minors. In addition, the Party's account shall not have set: (1) non-designated transfer functions; (2) a designated inward transfer account pertaining to a third party at the Bank; (3) an inward transfer account at another bank; or (4) non-designated transfer functions for small amounts via online banking.
  - (3) The Party shall take full responsibility to maintain confidentiality regarding the password for the telephone banking services and personal password for the telephone banking services for the credit card, so that no third party shall become aware or use such password(s). In the event that the Party fails to do so, any risk or responsibility arising thereof shall be borne solely by the Party.

**2. SMS OTP**

- (1) The Short Message Service One Time Password (SMS OTP) in the Regulations refers to the SMS password sent by the system to the designated mobile phone number of the Party when the Party uses specific telephone banking services, thereby ensuring the security of the transaction. (The SMS password sent each time is randomly generated and is only valid for that transaction.) The transaction mechanisms related to SMS passwords shall be governed by the regulations announced by the phone banking system of the Bank. The service of the provision and sending of SMS OTP is limited to the service scope (such as agreements on international roaming) agreed upon by the SMS provider of the Bank and the telecommunications providers. The locked passwords for personal online banking and mobile banking may only be unlocked by the telephone banking service password of the Party along with an SMS OPT.
- (2) In the event that the Party does not have a telephone banking service password when using such services, the Party may view the account billing information via SMS OPT. In the event that the Party's telephone banking service password is locked or lost, the Party may view the account billing information, conduct designated transfers, conduct non-designated transactions, configure personal information or unlock passwords for personal online banking and mobile banking via SMS OPT. A holder of a credit card of the Bank may view credit card billing information via SMS OPT as well as conduct cash advance via SMS OPT after designating the inward transfer account for the advance.
- (3) In the event that the Party does not have a mobile phone number on file at the Bank, the Party may not use telephone banking services via SMS OPT.
- (4) The Party shall properly safeguard the software, hardware and relevant documents of the mobile phone configured to receive SMS OPT as well as the SIM card for the mobile phone number. Any loss, damage, destruction or misappropriation arising from inadequate safeguarding shall be the sole responsibility of the Party, and the Bank shall not be held liable.
- (5) In the event that the Party enters the wrong SMS OTP three consecutive times, the Party will not be able to use telephone banking services via SMS OPT. However, the lockdown of the SMS OTP will not affect the Party's usage of telephone banking services via the password for the telephone banking services and/or personal password for the telephone banking services for the credit card. In the event that the Party wishes to reactivate the SMS OTP, the Party shall call the telephone banking service center of the Bank to complete the unlocking procedures for the SMS OTP.

**iv. Restrictions on transfers and transactions**

1. When applying for telephone banking services, all of the NTD accounts and FCY Demand Deposit Accounts of the Party will be automatically configured as the designated accounts (referring to inward transfer accounts and outward transfer accounts). However, this does not apply to joint accounts (those between spouses are limited to the accounts where both seals are required for withdrawal).
2. A designated transfer account newly applied for telephone banking services will be activated within 1~2 days following the application date.
3. For the remittance or transfer services (limited to those already provided by the Bank at the time), the Bank may allow the Party to instruct the Bank, via the telephone banking service system, to:
  - (1) wire the deposit in the NTD account under the Party's name to another bank or to a NTD account held by the Party or another person at the Bank; (However, those who applied for telephone banking services via the telephone banking service center shall first configure the default accounts at the Bank, otherwise they may only transfer the deposit in the NTD account under their names to a NTD account held by themselves at the Bank.)
  - (2) conduct transfers between the Party's NTD demand deposit account and FCY deposit account at the Bank,
  - (3) conduct transfers between the Party's deposit accounts of different foreign currencies at the Bank, and/or

- (4) conduct transfers from the Party's FCY deposit account at the Bank to a default overseas inward transfer account of the same currency. (However, those who applied for telephone banking services via the telephone banking service center shall first configure the default accounts at the Bank to be able to use this function.)
- 4.
- (1) For transfers between designated NTD accounts not pertaining to the same person (intrabank and interbank NTD transfer amounts combined for calculation), from each outward transfer account, a maximum of 2 million NTD per transaction may be transferred and the accumulated daily maximum shall be 3 million NTD. For accounts with a different maximum configured via telephone banking services, this different maximum shall be used. For transfers between designated FCY accounts not pertaining to the same person (intrabank and interbank FCY transfer amounts combined for calculation), each transfer may not exceed the equivalent of 3 million NTD in foreign currencies and the accumulated daily maximum shall not exceed the equivalent of 10 million NTD in foreign currencies.
- (2) Currency swaps between NTD and a foreign currency or between two foreign currencies conducted via telephone banking shall have a minimum of the equivalent of 500 NTD per transaction, and a daily maximum of 50 transactions shall be allowed (with the transactions between NTD and a foreign currency and those between two foreign currencies combined for calculation). For currency swaps between NTD and a foreign currency, the daily accumulated transfer amount per person per account shall be less than 500,000 NTD or its equivalent in foreign currencies (with the transfer amounts via in-person banking and other automated channels combined for calculation).
- (3) For transfers between accounts held by the same person at the Bank, currently the Bank has not established any restriction on the transfer amount.
- (4) With the approval of the Bank, the Party shall submit a written application in person at the Bank in order to use the telephone banking service of non-designated transfers of small amounts. Unless otherwise agreed upon the Party's application, the restrictions on transfers are as follows:
- A. for payment of the Party's loans at the Bank.
- B. for payment of the Party's or another person's credit card charges at the Bank.
- C. for payment of the Party's or another person's telecommunication fees at the Bank.
- For non-designated transfers of small amounts in NTD, from each outward transfer account, a maximum of 50,000 NTD per transaction may be transferred, and the accumulated daily maximum shall be 100,000 NTD. The accumulated monthly maximum shall be 200,000 NTD. Payment of the Party's loans at the Bank (paragraph A above) and payment of the Party's credit card charges at the Bank (paragraph B above) are not limited by the restrictions for non-designated transfers of small amounts.
- (5) The Bank may adjust or configure the maximums for each transaction and the daily transfer amount mentioned above at any time. Such adjustments and configurations shall be notified to the Party or announced at its business venues. The Party may also inquire about them via the telephone banking service lines.
5. The Party may use telephone banking services for various virtual fixed deposits and the Bank does not need to issue a certificate of deposit. The Party may inquire about or apply for the transaction records via the telephone banking services at any time after completing the transfer transactions. When a fixed deposit of the Party matures, the deposit shall be renewed upon maturity or transferred into the Party's demand deposit or demand deposit savings account upon maturity based on the instructions given by the Party upon opening the account. In cases where the Party has instructed to have the deposit transferred into the Party's demand deposit or demand deposit savings account but wishes to renew the deposit, the Party shall transfer such a deposit from the demand deposit or demand deposit savings account. The fixed deposit in this paragraph may be cancelled via telephone banking or at the business counter. Those who conduct the cancellation at the business counter shall follow the relevant regulations of the Bank based on the Party's account type at the Bank and proceed with the seal designated for the account type.
6. Due to their loan and overdraft functions, fixed deposits without certificate or passbook resulting from demand deposits of ALMA and general deposit accounts switched to fixed deposits may be declined for early termination by the Bank if any of the following occurs during the process of early termination: (1) The Party uses the loan service; (2) The Party has an overdraft that exceeds the maximum overdraft; (3) The Party violates the contract; (4) Other reasons that forbid early termination, such as laws and regulations, court order, or orders or dispositions from other governing authorities.
7. The Party may use telephone banking services to conduct trust investment transactions. The method of payment shall be determined by the Party at the time of the transaction based on the functions provided by the system of the Bank. In addition, the Party shall have a trust account at the time of using the service to be able to conduct trust investment transactions via telephone banking services. When using one's own credit card account for payment for small amount trust fund investments, the credit card shall be activated or configured two business days prior to the day of the payment to allow the payment process to proceed.
8. After receiving the correct telephone banking services password and verifying the required relevant information as accurate (for transfers to the default accounts or transfer transactions, the Party shall also provide the same information as in the application forms), the Bank may proceed to process the TWD remittances, transfers or other transaction instructions. The remittances, transfers or other transactions conducted via telephone banking services may be inquired about or applied for at any time via the telephone banking services of the Bank. In cases where the Party wishes to change the default accounts, the Party shall do so in writing and in person at the Bank. In cases where the Bank needs to convert the amount into a different currency to execute the transfer instructed by the Party, it shall be done according to the real-time buying or selling rates of the currency at the Bank upon executing the transaction instructions or according to the rates agreed upon between the Party and the Bank.
9. Instructions for domestic interbank remittances or international wire transfers shall be handled based on the business hours of the financial companies and other financial institutions.
10. Upon receiving the clear transfer instructions by the Party, the Bank shall complete the transfer transactions within a specific period. In cases where there are inconsistent data, where the deposit in the outward transfer account is insufficient for the transfer amount and the handling fees, or where the Bank has doubts regarding the transfer instructions, the Bank has the right not to execute the transfer instruction, and the Party shall not object.
11. The Party may schedule transfers via the telephone banking services system of the Bank (i.e. the transfer shall become effective on a future business day of the bank and the effective date shall be within a certain period after the scheduling as notified by the Bank separately). The Party may cancel the instruction one day prior to the effective date. In cases where the Bank has not received the instruction to cancel by the Party in the above-mentioned period, the Bank may proceed to execute the instruction for the scheduled transfer on the effective date without confirming again with the Party. However, in cases where there are inconsistent data, where the deposit in the outward transfer account on the effective date of the scheduled transfer is insufficient, or where the Bank has doubts regarding the instruction for the scheduled transfer, the Bank has the right not to execute the scheduled transfer on the effective date, and the Party shall not object.
- v. **The Party understands and agrees to the following:**
1. the Bank has the discretion to determine whether or not to process the transfers instructed by the Party via telephone banking services. However, if the Bank decides not to execute the instruction, the Bank shall notify the Party immediately.
2. In cases where the Party fails to follow any regulation of the Bank related to such transfers or transfer transactions, the Bank may immediately terminate such services to the Party without notification.

3. the Bank reserves the right to add items or suspend some or all of the telephone banking services at any time after notifying the Party or announcing it in clearly noticeable ways in its business venues.
4. Even if the Party has completed the transactions via telephone banking services, unless otherwise agreed upon by the Bank, the Party shall still submit the originals or copies of all of the required documents for the transaction to the Bank (based on the needs of the Bank). In cases where the Party cannot provide such documents, the Bank has the right to cancel such transaction, and all of the possible risks and losses shall be borne solely by the Party.
- vi. Currency exchange**  
In cases where the Party conducts a transaction that involves currency exchange via the telephone banking services and the Bank handles the transaction based on Article 4, Paragraph 8 above, the risks associated with the currency exchange shall be borne by the Party. Transactions involving foreign currency sales or purchases shall not exceed the maximum for exemption from declaration as regulated by the Central Bank of the Republic of China (Taiwan) at the time. In addition, the Party authorizes the Bank to handle the declarations of the relevant currency exchange transactions on the Party's behalf based on the laws and regulations. The Party shall comply with the laws and regulations related to foreign currencies and agree to sign and provide the relevant documents for compliance.
- vii. Handling fees**  
The Party understands and agrees that for transfer transactions via telephone banking services, established handling fees shall be paid to the Bank. The Party agrees and authorizes the Bank to deduct such handling fees directly from the Party's account. The amount of the handling fees shall be announced by the Bank, and the same applies to any modification.
- viii. Government rules**  
The Bank shall provide the relevant telephone banking services and/or credit card telephone banking services after receiving instructions given via the correct password to the telephone banking services, personal password to the telephone banking services for the credit card and/or SMS OTP. However, if the Bank deems the provision of services in violation of laws, regulations or policies of the competent authorities, the Bank is not obligated to provide such services.
- ix. Responsibilities and obligations**
1. The Bank may receive and execute instructions given with the correct password to the telephone banking services, personal password to the telephone banking services for the credit card and/or SMS OTP. However, the Bank has the right (but is not obligated to) conduct further confirmation on the instructions for telephone banking services and/or credit card telephone banking services when necessary, to the Bank's satisfaction. In addition, if the Bank has reasonable doubt on the truthfulness or accuracy of the phone instructions, the Bank still may refuse to execute such instructions and shall not be held liable for any loss arising thereof.
  2. For telephone banking services and/or credit card telephone banking services applied for via the password to the telephone banking services, personal password to the telephone banking services for the credit card and/or SMS OTP, the instructions given with the correct password(s) shall be deemed by the Bank as being given by the Party or a person authorized by the Party, regardless of whether the Party is aware of or authorized such instructions. The Bank may execute such instructions without being held liable regarding whether the password(s) was used by the Party or a person authorized by the Party. The Party shall solely bear the responsibilities for such instructions. The Bank shall not be held liable for the Party's losses arising from fraud or unauthorized use of passwords.
  3. In cases where any prosecution, claim, loss, damage, obligation or responsibility, or any cost or expenses arising thereof is incurred to the Bank due to any instruction given by the Party, a person authorized by the Party or a third party who claims to be the Party or a person authorized by the Party via the telephone banking services, the Party agrees to assume full responsibility for compensating the Bank. However, this does not apply to cases where the aforementioned losses are caused by intentional mistakes or severe negligence of the Bank or the bank's employees.
  4. Unless due to causes attributable to it, the Bank shall not be held liable for mistakes or delays arising from the malfunction of computers or telecommunications networks, or a third party's negligence, or for direct, indirect, or other losses caused by any Bank services.
  5. If transactions cannot be conducted because the computer system has temporarily shut down, the Party shall conduct the necessary transactions in person at a branch of the Bank or by other designated means.
  6. The service hours of some of the services need to accommodate the business hours of Financial Information Service Co., Ltd. and/or other financial institutions. The Bank shall not be held liable for the losses of the Party caused by the inability to provide services for this reason.
  7. All of the records related to the services of the Bank (such as methods of transaction, currency, amount and application time, date and handling status) shall be legally binding on the relevant account of the Party.
  8. The Party understands and agrees that when the Party uses services provided by staff in the telephone banking service center, the Bank has the right to record the entire phone call by the Party and to submit the recording to a court or other relevant institutions as evidence for relevant disputes.
  9. Transactions conducted by the Party via telephone banking services shall be handled pursuant to the regulations stipulated in Subparagraph 5, Article 2 of the Regulations on Reasonable Matters as Exceptions to Rescind the Distance Sales and shall be deemed as an exception referred in Paragraph 1, Article 19 of the Consumer Protection Act.
- x. Other applicable regulations**  
Any other matter related to banking or other issues not regulated in the Regulations shall be handled based on the General Terms and Conditions of Deposits of the Bank and relevant banking practices.
- xi. Notification**  
The Bank shall notify the Party of the effective dates of the activation, change and termination of all of the service content and categories.
- xii.** For the application of a joint account, please refer to the section on the matters specifically designated to joint accounts of the General Agreement.
- xiii.** Service Items and Restrictions of Telephone Banking Services of the Bank

IVR:

Function	Type of transaction	Service hours
Loss report	All functions	24 hours
Account inquiry or fax	All functions	24 hours
Soliciting information by mail	All functions	24 hours
Application for electronic monthly statement	All functions	24 hours
Transfer and remittance	Intrabank NTD transfer	24 hours
	Interbank NTD transfer	24 hours (transactions suspended at 15:28-15:31)
	Payment for Standard Chartered Bank loan	24 hours
	FCY intrabank transfer(in the same currency)	The Bank's business days: 09:00~17:00
Currency swaps	Currency swaps between two foreign	The Bank's business days: 09:00~18:00

	currencies	
Loan services	All functions	24 hours
Time deposit	NTD demand deposit to time deposit	The Bank's business days: 00:00~15:30
	Early termination (NTD)	
	FCY demand deposit to time deposit	The Bank's business days: 09:00~15:30
	Early termination (FCY)	
Services related to passwords	All functions	24 hours
Scheduling cheque book collection	All functions	24 hours
VISA debit card activation	All functions	24 hours
Unlocking the SMS OTP for personal internet banking and mobile banking services	All functions	24 hours
Trust and investment	Inquiry and soliciting information by fax	24 hours
	Redemption of funds	24 hours (Suspension of service: for onshore fund - 15:30~16:00 on the Bank's business days; for offshore fund - 15:30~16:00 on the Bank's business days. Transactions conducted during 09:00~15:30 outside of the Bank's business hours will be handled on the next business day.)
Credit card services	All functions	24 hours

## Transfer to Customer Service Staff:

Function	Type of transaction	Service hours
Loss report	All functions	24 hours
Account inquiry or fax	All functions	24 hours
Soliciting information by mail	All functions	24 hours
Application for electronic monthly statement	All functions	24 hours
Loan services	All functions	24 hours
Services related to passwords	All functions	24 hours
Scheduling cheque book collection	All functions	24 hours
VISA debit card activation	All functions	24 hours
Unlocking the SMS OTP for personal internet banking and mobile banking services	All functions	24 hours
Credit card services	All functions	24 hours
Transfer and remittance	Intrabank NTD transfer (Priority Banking only)	24 hours
	Interbank NTD transfer (Priority Banking only)	24 hours (transactions suspended at 15:28-15:31)
	Payment for Standard Chartered Bank loan (Priority Banking only)	24 hours
	Payment for Standard Chartered Bank credit card charges (Priority Banking only)	24 hours
	Payment of the Party's or another person's telecommunication fees at the Bank. (Priority Banking only)	24 hours
	FCY remittance services (Priority Banking and OBU accounts only)	The Bank's business days: 09:00~15:30
	FCY intrabank transfer(in the same currency) (Priority Banking and OBU accounts only)	The Bank's business days: 09:00~17:00
Currency swaps	Currency swaps between NTD and a foreign currency (Priority Banking only)	The Bank's business days: 09:00~15:30
	Currency swaps between two foreign currencies (Priority Banking and OBU accounts only)	The Bank's business days: 09:00~18:00
	Foreign exchange order watch (Priority Banking and OBU accounts only)	The Bank's business days: 09:00~18:00
Time deposit	NTD demand deposit to time deposit (Priority Banking only)	The Bank's business days: 00:00~15:30
	Early termination (NTD) (Priority Banking only)	
	Automatic renewal designation or cancellation (NTD) (Priority Banking only)	24 hours
	FCY demand deposit to time deposit (Priority Banking and OBU accounts only)	The Bank's business days: 09:00~15:30
	Early termination (FCY) (Priority Banking and OBU accounts only)	
	Automatic renewal designation or cancellation (FCY) (Priority Banking and OBU accounts only)	
Trust and investment	Inquiry and soliciting information by fax (Priority Banking and OBU accounts only)	24 hours

Subscription/conversion of funds (Priority Banking and OBU accounts only)	<p>※ The Bank's business days: 09:00~15:30 and 16:00~18:00 Suspension of service: 15:30~16:00. Transactions applied for at 16:00~18:00 on the Bank's business days will be handled on the next business day. ※ Service hours for the subscription/conversion of domestic money market funds are the following on the Bank's business days: 09:00~10:20 and 11:00~18:00 Suspension of service: 10:20~11:00 and 15:30~16:00. Transactions applied for during 11:00~15:30 and 16:00~18:00 on the Bank's business days will be handled on the next business day.</p>
Redemption of funds (Priority Banking and OBU accounts only)	24 hours (Suspension of service: for onshore fund - 15:30~16:00 on the Bank's business days; for offshore fund - 15:30~16:00 on the Bank's business days. Transactions conducted during 09:00~15:30 outside of the Bank's business hours will be handled on the next business day.)
Changes of the content of fund investment (Priority Banking and OBU accounts only)	<p>※ The Bank's business days: 09:00~15:30 and 16:00~18:00 Suspension of service: 15:30~16:00. Transactions applied for at 16:00~18:00 on the Bank's business days will be handled on the next business day</p>
Foreign exchange traded funds (ETF) and foreign stock trading (Priority Banking and OBU accounts only)	<p>※ Europe / US market: Monday to Friday 09:00~24:00, Taipei time, and shall also be the business day of the related stock exchange(s) ※ Other markets: Monday to Friday 09:00~15:30, Taipei time, and shall also be the business day of the related stock exchange(s)</p>
Foreign bonds trading (Priority Banking and OBU accounts only)	The Bank's business days: 09:00~15:30

## Attention:

1. Suspension of services due to specific reasons or system maintenance will be announced on the Bank's portal.
2. A Priority Banking customer shall meet "Eligibility Criteria for Priority Banking" announced on the official website of the Bank.

## II Terms and Conditions for Trust Account

### Preamble

Subject to compliance with laws and the Bank's policies, the Applicant may instruct the Bank, whether in person or through other means agreed, to activate the opened trust account, and commence using it with immediate effect once the Applicant receives confirmation from the Bank. The Applicant understands and agrees that the Bank may reject the Applicant's request to subscribe to certain products that are bound by law to undergo investor suitability analysis, and based on which the Applicant is deemed unsuitable for the product requested. The Applicant also agrees to comply with the terms mentioned herein.

**The Applicant has been given a reasonable amount of time to review the terms and rules pertaining to trust services. The Applicant is expected to comprehend the terms of the trust, including but not limited to the Bank's policies concerning the use of special purpose money trust for local/foreign securities investments, before utilizing trust services.**

### A. Common Trust Clauses (Use of Special Purpose Money Trust for Local/Foreign Securities Investment)

#### I. Trustor, Trustee and Beneficiary

1. The Applicant is both the Beneficiary and Trustor of this trust arrangement. The Trustor is entitled to receive all benefits from the trust arrangement established under this agreement. The Applicant's name and address are as specified in the relevant account opening application.
2. The Bank, with a principal place of business at 4F. and 18F., No. 179, 1F., No. 177, Liaoning St., Zhongshan District, Taipei City, has been appointed as the Trustee of this trust arrangement. Detailed addresses and contact numbers of the Trustee's branches have been published on the Trustee's website under the page titled "Service Locations."
3. Unless otherwise specified by law, changes to the abovementioned Beneficiary are subject to the Trustee's consent and must proceed in the manner specified by the Trustee.

#### II. Transfer of entitlement and prohibition against encumbrances

Unless otherwise specified by law or consented to in writing by the Trustee, the Trustor/Beneficiary may not transfer any entitlements or obligations under the various trust agreements or place encumbrances for the benefit of any third party, except in the case of inheritance, Beneficiary's surrender without recourse, legal auction, or transfer of beneficiary rights to one single party. Furthermore, the transfer of beneficiary rights shall also conform with the following rules (unless otherwise specified by law):

1. The transferee of beneficiary rights must be an institutional investor.
2. The value of beneficiary rights held by each Beneficiary must be no less than NTD10 million, and the total number of Beneficiaries shall not exceed 35 after the split/transfer.
3. The Beneficiary is required to provide the Trustee with details such as the identity of each transferee, the number of beneficiary rights to be transferred, the transferred agreement, and etc. The Beneficiary is only entitled to transfer the beneficiary rights after obtaining the Trustee's consent.

#### III. Use and loss of signatory seal

1. The Trustor shall register the use of a signatory seal for all trust-related transactions with the Trustee. However, in cases where subscriptions are made via Internet/phone banking but redeemed at a counter, the Trustor may complete the redemption at any of the Trustee's branches using the seal pattern shown on the Applicant's universal seal specimen card, if available. If the Trustor does not possess a universal seal specimen card, the signatory seal shall be used instead if one is registered with the processing branch. If the Applicant has not registered a signatory seal with the processing branch, then the signature pattern used for the account where redemption proceeds are credited into shall be used instead.
2. If the signatory seal is lost, stolen or destroyed for any reason, the Trustor must immediately notify the Trustee to stop further transactions using the seal. However, the Trustee shall not be held liable for any payments or withdrawals approved before the loss is reported in writing.

#### IV. Use and outsourced use of personal information

1. If the Trustor had opened the trust account prior to the implementation of the newly revised (2010.05.26) Personal Information Protection Act (i.e. on or before **September 30, 2012**):
  - (1) The Trustee may collect, computer-process, use and permit the following third parties to use the Trustor's/Beneficiary's personal information and transaction details, or disclose them to the Trustee's other departments, parent company, local/foreign branches, subsidiaries, affiliated companies, or any other third parties that the Trustee or the parent company has a business relationship with, for the purposes listed below.
    - a. Where necessary to facilitate trust services, or for administrative, managerial, data management, research, analytical, and joint marketing purposes.
    - b. Information may be provided to the Joint Credit Information Center or other similar institutions, or financial institutions that the Trustor/Beneficiary has existing relationships with, for their registered business activities or for purposes specified in their articles of incorporation (including provision of information to other third parties).
    - c. Information may be provided to peer financial institutions for credit assessment or as part of the regular exchange.
    - d. Information may be used to respond to inquiries made from parties in possession of cheques issued by the Trustor/Beneficiary.
    - e. Information may be used to provide products and services to the Trustee.
    - f. Information may be used to permit third parties to offer products and services to the Trustor/Beneficiary.
    - g. Information may be given to the Trustee's subcontractors for the services they are commissioned to perform.
    - h. Information may be used for other purposes permitted by law.
  - (2) The Trustee may disclose the Trustor's/Beneficiary's transaction details to the following parties or authorities:
    - a. The competent authority, the justice department, or any authorized government agencies.
    - b. Parties that have been commissioned by the Trustee to handle various affairs.
  - (3) The Trustor agrees that the Trustee may outsource part or all its processes, including but not limited to marketing, tax administration, telecommunication, computerized operations, database creation, processing, output, back-end operations, document scanning, data input, statement printing, packaging, mailing, remittance, deposit, payment, exchange, credit assessment, collection and any transaction-related processes to a third party. In addition, the Trustee may disclose the Trustor's information to third parties for the purpose of facilitating the above processes.
2. If the Trustor had opened the trust account after the implementation of the newly revised (2010.05.26) Personal Information Protection Act (i.e. on or after **October 1, 2012**): (1) All collection, processing, use and cross-border transmission concerning the Trustor's/Beneficiary's personal information shall proceed according to the Personal Information Protection Act and the Trustee's "Notes on Collecting, Processing, and Use of Personal Data."

#### V. Duty of confidentiality

The Trustee shall maintain confidentiality over all business dealings and transaction relationships with the Trustor/Beneficiary under various trust arrangements, unless otherwise specified in the agreement or regulated by law.

#### VI. Ownership and distribution of entrusted properties at the end of the trust relationship

The Trustee shall return the entrusted properties to the owners of the respective trust agreements once the trust relationship is terminated. The Trustee shall also prepare a closing report of how the entrusted properties have been managed, and have them acknowledged by owners of the respective trust agreements.

#### VII. Governing law and jurisdiction

1. Both parties agree to seek arbitration in accordance with the policies of the Trust Association of R.O.C. for any disputes arising in relation to the various trust agreements.
2. All trust agreements shall be governed by the laws of the Republic of China. Both parties agree that Taiwan Taipei District Court or the court having jurisdiction over the Bank's branch which has business relationship with the Trustor will be the court in the first instance for any litigation arising from the trust agreements., unless the law has specified another jurisdiction. However, where the law provides for exclusive jurisdiction, such provision will apply. This provision shall not exclude the jurisdiction of the small claims court under Clause 47 of the Consumer Protection Act or Clause 436-9 of the Code of Civil Procedure.
3. Any matters that are not addressed herein shall be handled according to the laws of The Republic of China, all provisions of the Standard Terms and Conditions for Account Opening and common market practice.

#### VIII. Taxation

All tax affairs relating to various trust services shall proceed according to the tax laws of The Republic of China and any future amendments thereof. Foreign currency-denominated investments that need to be converted into NTD shall proceed according to the tax laws of the Republic of China or policies of the Trustee.

#### IX. Special clauses

1. In the event that the Trustor does not fulfill any obligation owed to the Trustee under this agreement, the Trustee shall be entitled to seize any accounts, deposits or assets that the Trustor/Beneficiary has held with the Trustee, and offset them against liabilities that the Trustor/Beneficiary owes to the Trustee.
2. Unless otherwise specified in the Trustee's policies, the Trustee shall reserve the right to create or amend rules for the respective trust arrangements, and publish them at the Trustee's business premise or website. The Trustor/Beneficiary shall agree to comply with the amended terms.
3. The business days and business hours mentioned in various trust agreements do not include public holidays in which the Trustee chooses to open for business on an exceptional basis.
4. The Trustor/Beneficiary shall agree to have the entrusted properties returned, whether in whole or in part, according to the rules and methods specified by the Trustee.
5. Unless otherwise specified in this Agreement, the Trustor agrees that all trade instructions pertaining to trust investments must be made in person. The Trustor also agrees to properly retain/keep confidential any deposit certificate, account passbook, signatory seal, password, ATM card, signed blank withdrawal slip/trade instruction letter/subscription form and any other trade documents, and shall not hand over or disclose the said documents to the Trustee's staff or any third party. If the Trustee exercises the duty of care to conduct identity verification and determines that the transaction instruction is made by the Trustor or the legally authorized person of the Trustor, such transaction executed by the Trustee shall be binding on the Trustor.
6. The Trustor agrees that if the Trustor afterwards becomes a foreign citizen, the Trustor shall immediately notify the Trustee of the said changes, and issue or provide the evidence and/or documents as required by the Trustee. If the Trustor fails to fulfil the above obligations and causes the Trustee to suffer or pay any fees, losses, fines and other similar expenses, the Trustor agrees to be liable for all damages to the Trustee.

#### X. Dispute handling and grievance channels

See Article 24 in section "I. Account opening terms" – "One. General provisions" of the account opening master agreement.

### **B. Use of Special Purpose Money Trust for Local/Foreign Securities Investment**

#### I. Purpose of trust

Under this trust arrangement, the Trustor will entrust a certain amount of money to the Trustee, and authorize the Trustee to invest the entrusted capital in local/foreign funds, beneficiary certificates, shares, securities, bonds, exchange-traded funds (ETF), or any instruments approved by the competent authority (collectively referred to as "local/foreign securities" below), and manage and dispose the entrusted properties for the interest of the Beneficiary according to the Trustor's instructions.

#### II. Investment boundaries and the type, name, quantity and value of entrusted properties

1. The entrusted funds may be invested into local/foreign securities chosen by the Trustor. The choice of securities shall be limited to those that have been approved by the competent authority and those that have been shortlisted and accepted by the Trustee.
2. The Trustor shall entrust properties in the exact type, name, quantity and value as specified in the Trustee's trade instructions or other agreed terms. Placement of assets is limited only to the types deemed acceptable by the Trustee.
3. The type, name, quantity and value of properties mentioned above must comply with the Trustee's policies on use of special purpose money trust for local/foreign securities investments, and terms such as minimum purchase, currency etc.

#### III. Duration and effectiveness of the trust agreement

This trust arrangement has an indefinite duration. However, the Trustee and the Trustor are both entitled to terminate the trust relationship in accordance with Article 11 of the terms stated herein.

#### IV. Management and use of entrusted property

1. The Trustee does not have discretion over the use of entrusted properties. This discretion shall be exercised by the Trustor. The Trustee will act on the Trustor's instructions and transact with counterparties on behalf of the Trustor using the Trustee's name. This trust arrangement has been categorized as a special-purpose money trust.
2. The Trustor may not issue instructions that constitute violations against laws. Except in cases where the Trustor's instructions are deemed illegal or inappropriate, the Trustee is bound by its duty to manage and dispose the entrusted properties strictly according to the Trustor's instructions. The Trustor's trade instructions must comply with the Trustee's policy on "Use of Special Purpose Money Trust for Local/Foreign Securities Investments."
3. The Trustee shall have the authority to trade, settle, exchange currency and perform any actions relevant to the use of entrusted funds, and dispose the entrusted properties according to the Trustor's instructions. The Trustee shall also be authorized to exercise rights and fulfill obligations on behalf of the Trustor on matters that are relevant to the invested assets (including but not limited to attending and exercising voting rights at shareholder meetings and beneficiary meetings).
4. The Trustee will not issue any trust certificates to the Trustor; however, the Trustee will notify the Trustor in writing of any domestic/foreign securities purchased with the entrusted fund at the Trustor's request. The written notice will only serve as proof for the receipt and purchase of invested assets, and may not be used as certificate for the entrusted amount or as proof for the values or rights of domestic/foreign securities held by the Trustor.
5. The Trustor/Beneficiary and the Trustee are bound to comply with the rules of the trust service, the terms of instruments invested, and any regulations deemed applicable. When investing in local/offshore mutual funds, both parties shall comply with policies set forth by the fund manager, particularly with regards to subscription, redemption, conversion, pricing, timing, processes, NAV calculation, income distribution, charges, unit NAV, fee calculation, and any matters relevant to the operation of a fund. In addition, the Trustor/Beneficiary also agrees to proceed according to the Trustee's internal policies and procedures. Where fund conversion is prohibited by the fund manager, the counterparty, the custodian or any relevant institutions, both parties shall also agree to comply accordingly. The above term is also applicable to other financial instruments with similar conditions.

6. The Trustor/Beneficiary may not claim interest on the entrusted capital for any period of time before it is paid to the trade counterparty; or in the case of refunds made to the Trustor/Beneficiary upon cancellation/termination of the agreement, liquidation of invested instrument, or any circumstances described in Article 12 of the terms and conditions, no interest can be claimed on the amount refunded net of charges (including but not limited to trust management fees).
7. To the extent permitted by law, the Trustor allows assets to be placed in trust in the form of deposits, whether at the Trustee or at any third party, for the period of time until it is invested in local/foreign securities, or after redemptions are made on local/foreign securities, or for whatever reason that the entrusted assets are placed in monetary form.
8. The Trustee is obligated to exercise the duty of care as a prudent manager, but does not guarantee successful deals for every one of the Trustor's transactions. If a subscription cannot be completed as instructed, the Trustor shall agree to have the Trustee refund the entrusted amount and service charges free of interest. If a fund redemption or conversion cannot be completed as instructed, the Trustor shall allow the Trustee to complete the redemption or conversion request on the next business day or the next available trade day. The Trustor also acknowledges that the Trustee is not liable for any losses caused by the absence of matching deals, whether the subscription/redemption/conversion request is rejected or delayed for any reason.

V. Use of entrusted funds and change of instruction

1. The Trustor shall place investment capital in the same currency as the invested asset, or in the currency accepted by the Trustee. Return of entrusted capital or income shall be made in the same currency as the one entrusted by the Trustor in the first place, or in the currency specified by the Trustee. This excludes situations that the laws have stipulated otherwise. In the event that the invested asset is denominated in a currency different to the currency accepted by the Trustee or different to the currency permitted by law, the Trustor shall allow the Trustee to exercise full discretion over the exchange of different currencies.
2. When investing in local/foreign securities through a special-purpose money trust, the Trustor may have all related proceeds and charges automatically deducted from any (including but not limited to) deposit account opened with the Trustee. However, the Trustor will be required to specify an account number in every instruction that involves the use of special-purpose money trust. The Trustor also agrees to the following terms:
  - (1) If the signatory seal of a payment account is changed, lost, stolen or destroyed for any reason, the Trustor must notify the Trustee immediately and complete the necessary procedures. In the meantime, the Trustor shall assume full responsibility of any payments made from the account until the relevant procedures have been completed.
  - (2) The Trustor should have account passbook updated at the Trustee's place of business as soon as the abovementioned payment is deducted. The Trustor shall assume full responsibility of any payments made from the account before the passbook update.
  - (3) The Trustor will be solely responsible in situations where the balance of the payment account falls short of the amount payable, or if payment is delayed for reasons that are not attributable to the Bank.
3. Investment capital and related charges shall be deducted from the Trustor's own account opened with the Trustee (which can be an NTD, foreign currency, current deposit, or savings deposit account) or using a credit card (applicable only for small sum investments). The Trustor's trade instructions will be deemed canceled if credit card payment is rendered unsuccessful due to insufficient balance, erroneous details, limit suspension or any reason that is not attributable to the Trustor.
4. The Trustor's instructions, including but not limited to the use of entrusted capital, changes to the quantity of investment, the invested instrument, the debited account or date of debit, suspension (resumption) of payments, update of personal information, change of registered seal etc, must be issued according to the Trustee's policies and made at least one banking business day before the scheduled payment date.
5. For every instruction issued by the Trustor, the Trustee will conduct the necessary identity verifications. Once the Trustee has exercised its duty of care as a prudent manager in verifying the origin of the trade instruction, the instruction then becomes legally binding to the Trustor, even if it is proven on a later date to be fraudulent or have been issued by an unauthorized person. Subject to the Trustee's consent, the Trustor may authorize a third party (hereinafter referred to as the "Delegate") to issue trade instructions on the Trustor's behalf, provided that doing so complies with the Trustee's policies. The Trustor also agrees to the following terms:
  - (1) All tasks authorized to the Delegate must fully comply with the Trustee's rules and procedures. Instructions issued by the Delegate are deemed to have originated from the Trustor/Beneficiary, and are legally binding to the Trustor/Beneficiary. The Trustor/Beneficiary shall be solely liable for any losses or disputes suffered as a result of this delegation.
  - (2) The Trustor/Beneficiary and the Delegate will be held jointly liable to compensate the Trustee for any disputes or losses caused as a result of this delegation.
  - (3) The Trustor/Beneficiary acknowledges the Trustee's right to reject the Delegate's instructions if the transacted product, structured currency account or instrument fails to match the Trustor's/Beneficiary's investment suitability profile maintained with the Trustee. Regardless of whether the Trustee chooses to accept or reject such transactions, the Trustor/Beneficiary shall agree to accept all risks as a consequence.
  - (4) To protect the interests of the Trustor/Beneficiary, the Trustee may (but is not obligated to) confirm with the Trustor/Beneficiary on any doubts it has with regards to instructions issued by the Delegate. The Trustee may deny the Delegate's instructions until its doubts have been clarified.
  - (5) Any disputes between the Trustor and the Delegate shall not involve or be used to claim against the Trustee. The Trustor understands and agrees that the Trustee may reject the Delegate's instructions if it does not comply with the Trustee's policies, or if the Trustee has any doubt with regards to the Delegate's authority or instructions. The Trustee will assume no responsibilities whatsoever under these circumstances.
6. The Trustee may reject the Trustor's instructions if it finds them unclear or pose potential breaches against policies on Use of Special Purpose Money Trust for Local/Foreign Securities Investments. In which case, the Trustee shall inform the Trustor of its decisions in the shortest time possible.
7. Should any of the invested instruments become subject to a capital increase (decrease), liquidation, change (of name, denominated currency, pricing method, unit of investment, and etc), merger, dissolution, trade suspension, settlement suspension, liquidation or financial distress, or is in any way restricted by laws or rules of the issuer that renders the Trustee unable to continue its holding of that instrument (such as changes to the list of eligible holders, failure in meeting the minimum requirements, breaches of the maximum limit, and any other investment prohibitions), the Trustor/Beneficiary shall agree to cease further uses of that particular instrument and assume responsibility for all gains and losses arising as a result.
8. The Trustor agrees that the Trustee may terminate the Trustor's regular investment plans and cease further payment deductions without informing the Trustor in circumstances where it is required to do so because of local/foreign regulations, the competent authority's instructions, tax considerations, reporting obligations or other issues of concern, or if the Trustor is found to have violated or failed to fulfill obligations under this agreement.
9. In the event that the Trustor is likely to be prohibited by law from investing or holding certain instruments, the Trustee shall have the right to reject the Trustor's trade instructions involving such instruments. In which case, the Trustee may also inform the Trustor, terminate existing transactions, and redeem/sell part or all of the abovementioned instruments held under the Trustor's name.

VI. Transaction charges and returns on trust

1. The Trustor shall bear charges on all subscription, redemption, conversion and purchase of funds and securities that the Trustee is instructed to perform, at rates specified by the respective fund managers or counterparties (including but not limited to issuers, securities firms, brokers, underwriters and agents, who may collect payments directly from the trust account held with the Trustee).
2. **In addition to the charges and taxes listed in Article 5 of "Use of Special Purpose Money Trust for Local/Foreign Securities Investments," the Trustor will also be liable to pay custodian fees according to the Trustee's policies. The amount, the rate, and the timing of such fees are defined by the Trustee. The**

Trustor hereby confirms having been given, or read from the Trustee 's website, information on fees applicable to the trust arrangement at the time the trust account is opened or at the time trade instructions are issued. For any adjustments made to the fee details, the Trustee is required to notify the Trustor in writing or using any communication method specified in Article 12 of "Use of Special Purpose Money Trust for Local/Foreign Securities Investments" at least 60 days before taking effect. If the Trustor does not agree to the changes, the trust account must be liquidated before the effective date or otherwise the Trustor would be deemed to have agreed to the changes. The Trustee has the right to reject or suspend trust services if the Trustor fails to pay charges at the specified due dates, and may even charge interests on late payments at the prevailing rate calculated by the Trustee.

3. If the trust investment becomes subject to a litigation, arbitration, judgment or similar proceeding involving a third party for reasons that are not attributable to the Trustee, the Trustor shall agree to bear all expenses including processing fees, lawyer fees and litigation charges and have such disputes resolved at the Trustee's discretion in the Trustee's name.
4. **The Trustor understands and agrees that any compensation, fees, discounts or benefits of any kind that the Trustee receives from its trade counterparties in relation to the trust arrangement under this agreement (the special-purpose money trust) may be withheld by the Trustee as a form of remuneration for its trust services, to the extent permitted by law. Details relating to remuneration for the Trustee's trust services, including the rate, name, calculation, timing and method of payment, have been specified in product descriptions and special clauses, and shall be treated as part of this trust agreement.**

VII. Income distribution

Calculations, timing and methods relating to the distribution of income earned on the Trustor's trust capital shall proceed as specified in the prospectus of various local/foreign securities in which the Trustor has invested. Income that the Trustee receives from the respective fund managers or counterparties shall be treated as income earned on the entrusted capital. The Trustor agrees and authorizes the Trustee to receive cash income generated from the entrusted capital, and to handle distributed income (net of relevant fees) according to the Trustee's policies.

VIII. Exchange rates

For transactions that involve an exchange of NTD for a foreign currency or vice versa, the Trustor shall agree to have the Trustee or fund manager/counterparty execute the exchange of currency at rates prevailing within a reasonable period. The Trustor agrees that the Trustee may engage its own banking department to execute the currency exchange. **The Trustor also agrees to bear whatever exchange rate risks that may arise due to currency exchange.**

IX. Responsibilities of the Trustee

1. The Trustee shall exercise the duty of care and loyalty as a prudent manager, and manage the entrusted properties in manners that conform with the Trustor's instructions.
2. **The Trustee does not guarantee protection of invested capital or minimum returns. The Trustor will assume all risks, gains and losses associated with the entrusted properties.**
3. The Trustor may not hold the Trustee responsible or claim against the Trustee for any losses caused by actions or inactions of the securities issuer, manager, settlement institution, custodian or any third party, unless the loss is attributable to the Trustee's conducts.
4. The Trustee shall provide trust services in its own capacity, but may also engage a third party to handle trust-related affairs on its behalf under extreme circumstances or with the consent of the Trustor. In which case, the Trustee will be responsible only for the selection and supervision of the third party; any expenses incurred as a result shall be borne by the Trustor and may be collected by the Trustee from the entrusted properties.
5. The Trustee shall be indemnified against failure or delay in fulfilling its duties under this agreement and any losses, destruction or inaccessibility it may cause to the entrusted properties due to force majeure events such as natural disaster, war, terrorism, workers' strike, etc., which are neither attributable to nor controllable by the Trustee.
6. No employee of the Trustee is allowed to make forecasts about securities values or exchange rates. **However, the Trustee may provide information on assets requested by the Trustor, to the extent permitted by law. This information will serve only as a reference, and the Trustor is expected to exercise own judgment and assume all risks of loss.**
7. **Information of any invested instrument, such as NAV (price), indicative exchange rate and indicative market value, are provided by the Trustee as part of its service to the Trustor and shall serve as references only. This information may differ from what has been published by local/foreign securities issuers and the actual transactions. The Trustor may not claim against the Trustee or demand compensation for any losses incurred as a result of the provided information.**
8. The Trustor should be aware and able to exercise judgment that subscription, conversion, sale and redemption of local/foreign securities may be delayed due to public holidays or terms of the invested assets. The Trustee does not assume responsibilities whatsoever regarding the abovementioned delays and is not obligated to inform the Trustor.
9. Unless otherwise specified by law, the Trustee is required to provide the Trustor and Beneficiary with a transaction report after each use of entrusted properties. Statements also need to be prepared and handed over to the Trustor and Beneficiary on a regular basis. The transaction report can be produced in the form of a confirmation notice, passbook, certificate or any document that adequately represents transaction details, or using any other methods agreed. Statements, on the other hand, can be produced in the form of a regular report stated in the Trust Law or Trust Enterprise Act, or in any other document of similar purpose (e.g. monthly transaction records). Transaction reports and statements can be combined and handed over to the Trustor and Beneficiary as one single document.
10. Except where otherwise agreed or instructed by the Trustor, the Trustee may send trade confirmations, statements, and any correspondences on trust-related transactions (including but not limited to notice letters, statements of overseas income, proof of transaction, etc.) via email if one is provided by the Trustor and/or Beneficiary. If no email address is provided, the Trustee will send correspondences to the Trustor and/or Beneficiary by way of physical mail. Where correspondences are distributed by way of email, the Trustor and Beneficiary both agree to treat correspondences as delivered once they have been sent by the Trustee to the email address specified by the Trustor and/or Beneficiary without rejection from the email server. The Trustor agrees that the Trustee may send the notification with timeliness required by the European Shareholder Rights Directive II via text message to the cell phone number provided by the Trustor and/or Beneficiary.
11. The Trustor agrees that the Trustee is entitled immediately upon finding the error in the record of the investment assets held under the Trustor's trust account to make corrections, and notify the Trustor of such error, regardless of whether the error is made by the issuer, the Trustee or the custodian bank or caused by any other reasons. If the errors are found after the investment assets are redeemed, the Trustor agrees to immediately return all redemption proceeds back to the Trustee after receiving notification from the Trustee.

X. Disclosure of stakeholder information

Pursuant to Article 25, Paragraph 2 and Article 27, Paragraph 2 of the Trust Enterprise Act, the Trustee is not subject to the restrictions stated in Article 25, Paragraph 1 and Article 27, Paragraph 1 of the Trust Enterprise Act when it has no discretion over the use of entrusted properties. Nevertheless, the Trustee will still disclose details of any transactions conducted with stakeholders under this agreement at the Trustee 's website, under the section titled "Statutory Disclosures" - "Stakeholder Transactions Pursuant to Articles 25 and 27 of the Trust Enterprise Act," and highlight them in transaction reports and statements prepared for the Trustor.

XI. Changes, cancellation and termination of the trust agreement

1. **Any changes made to the terms of this agreement must be highlighted and published at the Trustee's website and/or place of business or notified to the Trustor in writing. This excludes changes that are the result of regulations, court orders, or instructions of the competent authority. The Trustor would be deemed to have agreed to changes made to the master agreement if the Trustor does not raise any objection in writing and terminate this agreement along**

with relevant accounts held at the Trustee within 15 days of knowledge. For adjustments made to fee details, however, the Trustee is required to notify the Trustor in writing or using any communication method specified in Article 12 of "Use of Special Purpose Money Trust for Local/Foreign Securities Investments" at least 60 days before taking effect.

2. If the Trustee is rendered unable to manage the entrusted properties for the purposes specified due to new regulations, government directives or amendments thereof or any circumstances that are not attributable to the Trustee's conducts after the Trustor has signed the agreement and placed investment capital, either party shall be entitled to terminate this agreement by serving written notice to the other or using any communication methods agreed between the two.
3. Unless otherwise agreed, this agreement will be terminated under any one of the following circumstances:
  - (1) When the purpose of trust becomes unachievable.
  - (2) When termination is ruled by court or ordered by the competent authority.
  - (3) When either party is incapacitated or becomes subject to a dissolution, restructuring, bankruptcy or business suspension. In which case, the other party shall be entitled to terminate this agreement by serving a written notice or using any means agreed between the two parties.
  - (4) Over the duration of this agreement, the Trustor may initiate termination of this agreement by serving an advance notice using methods agreed by the Trustee.

XII. Distribution of entrusted properties at the end of the trust relationship

Upon termination of the trust relationship, all gains attributable to the Trustor (including interests accrued) shall be distributed by the Trustee in the following manner, except in cases where the balance does not cover processing fees or administrative charges which the Trustor agrees to surrender without recourse:

1. For cash: cash shall be deposited into the redemption account or income account specified by the Trustor. If both accounts have been closed or if a foreign currency-denominated instrument gives rise to the need of another account in a different currency for whatever reason, the Trustor shall agree to have redemption proceeds or income deposited into any account held with the Trustee's banking department or other banks after paying remittance fees that is of equivalent currency.
2. For shares: unless otherwise regulated by the competent authority or in circumstances where in-kind settlement is allowed, the Trustor shall authorize the Trustee to dispose all possessions at the prevailing market price and distribute cash proceeds in manners described in the above paragraph.
3. For mutual fund units: the Trustor shall agree to have the Trustee redeem all outstanding units for cash, and distribute cash proceeds in manners described in the "Cash" paragraph.

XIII. Policies on short-term trading

**The Trustor has understood trade counterparties' policies on short-term trading (or other similar names), and acknowledge counterparties' rights to restrict, reject or cancel subscription/conversion requests if the Trustor is found to have been involved in short-term trading (this applies also to subscription and conversion requests that have been accepted by the Trustee).** If the Trustor is deemed to have been involved in short-term trading, a higher subscription fee may be charged at the rate notified by the fund manager.

XIV. Other terms and conditions

1. If the Trustor had previously signed other money trust agreements with the Trustee that are still in effect, the Trustor shall agree to supersede all existing agreements with terms of this agreement from the day it is signed.
2. The Trustee shall reserve the right to create or amend rules of the trust service, and announcement them through statements issued to the Trustor or at the Trustee's business premise or website. The Trustor shall agree to comply with the amended terms without objection. However, the Trustor/Beneficiary may choose to terminate this agreement and liquidate the trust account if they do not agree with the amended terms.
3. The Trustor understands that the Trustee will not accept any transaction instructions from an U.S. citizen, an U.S. resident, or an U.S. Permanent Resident Card holder to invest in any domestic or foreign securities through Special Purpose Money Trust. The Trustor confirms that the Trustor is not an U.S. citizen, an U.S. resident, or an U.S. Permanent Resident Card holder when opening the trust account with the Trustee. Also, the Trustor agrees if the Trustor afterwards becomes an U.S. citizen, an U.S. resident, or an U.S. Permanent Resident Card holder, the Trustor shall immediately notify the Trustee of the said changes, issue or provide the evidence and/or documents as required by the Trustee, and voluntarily redeem or sell all domestic and foreign securities held in the Trustor's trust account immediately. If the Trustor fails to fulfil the above obligations, or the Trustee for whatever reason is aware that the Trustor becomes an U.S. citizen, an U.S. resident, or an U.S. Permanent Resident Card holder, the Trustor agrees that the Trustee is entitled from time to time to compulsorily redeem or sell all domestic and foreign securities held in the Trustor's trust account, and to notify the Trustor of terminating the trust agreement with the Trustee. All related profits, losses and expenses arising from the said mandatory redemption or sale shall be borne by the Trustor. If the Trustor fails to fulfil the obligations stated in this clause and causes the Trustee to suffer or pay any fees, losses, fines and other similar expenses, the Trustor agrees to be liable for all damages to the Trustee.
4. The Trustee may report to the competent authority if the Trustor refuses to provide identity information on cash transactions when told to do so, or if the Trustor shows any intention to prevent the Trustee from keeping records of transactions or application forms.
5. Dividends distributed from the entrusted properties are subject to supplementary premiums according to the National Health Insurance Act, which the Trustee will withhold from the sum of dividends received and deposit the remainder into the Trustor's/Beneficiary's account. In special circumstances, however, the Trustee may agree to pay the Trustor/Beneficiary the full amount of dividends before collecting supplementary premiums from any other deposit accounts that the Trustor/Beneficiary has held with the Trustee. The Trustor/Beneficiary must repay any shortfalls immediately if there is insufficient balance in the accounts, otherwise the Trustee may pursue legal actions to recover the amount. Collection of supplementary premiums, as described above, is applicable only to domestic income. Details such as minimum withholding requirement per transaction and withholding percentages are governed by the National Health Insurance Act and Regulations Governing the Deduction and Payment of the Supplementary Insurance Premium of the National Health Insurance.
6. The Trustor acknowledges that the Trustee may be obligated under U.S. tax laws to report the Trustor's details (including but not limited to personal information and transaction history) to the U.S. tax authority, if the Trustor chooses to invest in instruments issued by the U.S. government or by U.S. companies, including but not limited to mutual funds, U.S. stock exchange-listed shares, American Depository Receipts (ADR), ETFs and warrants. The Trustor is expected to seek opinions from tax consultants about tax implications of U.S. instruments listed above and how they affect the respective investments.
7. Notes on OBU clients (applicable to OBU clients)
  - (1) OBU clients are not applicable to financial consume dispute handling mechanism of Financial Consumer Protection Act, OBU clients shall read the product documents in details and fully understand the offshore financial product. Except for the related product documents which has another rule or follow other regulations, they haven't been reviewed or approved by local authority and are not applicable to the rule for noting or application submission and only recommend or trade for R.O.C. offshore clients by OBU.
  - (2) If it's invested in the products which haven't reviewed by local authority, the product document may be provided by Chinese version or English version.
8. The Trustor understands and agrees that the Trustee is required by relevant applicable laws and regulations to conduct personal investment suitability analyses for the elders when providing the elders with investment products or transaction services, and shall based on the said analysis results to accept or decline the elders' investment instructions.

XV. Declaration of non-U.S. residency

1. (1) The Trustor/Beneficiary primarily resides outside of the United States.  
(2) The Trustor/Beneficiary resides outside the United States at the time securities invitation is received and at the time trade instruction is issued.

- (3) The Trustor/Beneficiary is not an U.S. citizen (referred to as "Non-U.S. Person" below) defined in section 902(k) of the U.S. Securities Act of 1933 (and subsequent amendments thereof; collectively referred to as "Securities Act" below)
- (4) Securities are purchased with capital sourced from non-U.S. accounts.
2. All securities invitations received and trade instructions issued by the Trustor/Beneficiary will be made by self or other Non-U.S. Persons residing outside the United States at the time of occurrence.
  3. The Trustor/Beneficiary and all accounts represented by whom will be purchasing securities mainly for investment purposes, and will not sell or offer them in any way that violates against the Securities Act.
  4. The Trustor/Beneficiary agrees to comply and commit to any declarations or assurances made in relation to securities trading rules or "conversion restrictions."
  5. The Trustor/Beneficiary is not a related institution/member of the Trustee (as defined in Section 144 of the Securities Act), and nor does it represent any related institution/member of the Trustee.
  6. The Trustor/Beneficiary will not engage in hedge transactions using this security, except for legitimate transactions permitted under the Securities Act.
  7. When investing in the above securities that are issued in the form of beneficiary certificates, the Trustor/Beneficiary acknowledges that such securities are not publicly issued within the United States, as per Securities Act, and nor have they been registered in accordance with the Securities Act. The Trustor/Beneficiary also acknowledges that: securities represented by these beneficiary certificates have been registered in accordance with U.S. Securities Act of 1933 (and subsequent amendments thereof; collectively referred to as "Securities Act" below); the issuance of such securities, however, is exempted from registration according to Regulation S of the Securities Act. These securities may not be sold, exchanged or in any other way offered to or for the benefit of U.S. persons within the boundaries of the United States or its territory, whether directly or indirectly (as defined in Regulation S). These securities, unless subject to comply with Regulation S, shall be exempted from registration under the Securities Act. These securities may not be purchased by or sold to U.S. persons. Unless otherwise permitted by the Securities Act, no hedge transactions may be performed using this type of securities.
  8. The Trustor/Beneficiary agrees to pay all tax expenses associated with securities transactions, including but not limited to taxes payable on capital gains.
  9. The Trustor/Beneficiary understands that the Trustee or other third parties may base their judgments upon the confirmations, acknowledgments and consents that the Trustor/Beneficiary has made here. The Trustor/Beneficiary agrees to notify the Trustee immediately if any declarations or assurances made here are no longer accurate or complete. [The Trustor/Beneficiary also agrees that, unless notified separately in writing, the Trustee or any third party may consider the Trustor/Beneficiary has having confirmed, acknowledged and agreed to the above every time an instruction is made to purchase securities from the Trustee.]
  10. The Trustee reserves the right to base its decisions upon the content of this document. This authorization by the Trustor/Beneficiary is irrevocable in nature. When inquired by administrative, judicial or government agencies, the Trustee may present or produce duplicate copies of this document to any parties relevant to the inquisition.

### C. Risk Disclosure for Entrusted Capital

- I. Prior to investing in local/foreign securities, the Trustor is advised to take reasonable amount of time to review details and rules pertaining to such securities (including but not limited to the prospectus) and understand the risks of investing in them (including but not limited to the loss of invested capital, exchange rate risks, price risks and political risks). In the worst scenario, the Trustor may lose all invested capital and interests accrued. Past performance of individual instruments do not represent future performance. The investment is made at the sole, independent judgment of the Trustor. All capital gains and interests earned on securities invested using the entrusted capital are attributable to the Trustor; meanwhile, all associated risks, losses, expenses and tax burdens shall also be borne by the Trustor. The Trustor may not request the Trustee to share losses for any reason. None of the Trustee's head office, local branches and foreign branches are responsible for managing the invested securities, and neither are they liable for the gains or losses of invested securities and nor do they guarantee protection of invested capital or minimum returns. The Trustee assumes no responsibilities whatsoever regarding actions or inactions of the fund manager, trade counterparty, custodian, brokers, or agents or employees thereof. Money entrusted by the Trustor to the Trustee is intended for subscriptions of local/foreign securities; it is not treated as deposit and nor does it constitute any liability to the Trustee's head office, local branches or foreign branches. Money kept under a special-purpose money trust and any interest-paying financial instrument it is used to invest in are not treated as deposits and hence fall outside the coverage of the Deposit Insurance Act.
- II. Trading of foreign securities will involve buying/selling shares, warrants, beneficiary certificates, bonds, ETFs and other instruments in a foreign stock exchange, making the Trustor subject to comply with foreign regulations. The Trustor is expected to comprehend all potential risks of investing in foreign securities and assess the following issues before commencing investment:
  1. Foreign securities may be prone to different risks depending on the type of instrument and the market invested. The Trustor is expected to learn the characteristics and risks of the instruments invested, whether they are shares, options, beneficiary securities, bonds, or exchange-traded funds (ETF).
  2. Investing in foreign securities involves trading in an overseas exchange. The Trustor is expected to comply with the laws and rules of the local exchange, which may differ from the laws of the Republic of China.
  3. Investing in foreign securities involves the use of foreign currencies. The Trustor will be prone to exchange rate risks in addition to the gains and losses of the instrument itself.
  4. When investing in foreign securities, fund managers, counterparties or securities issuers may provide the Trustor with relevant information, research reports, or notices concerning the Trustor's interests. These documents are prepared according to the laws of respective countries, for which the Trustor is expected to exercise sole discretion and personal judgment.
  5. The Trustor is required to sign a Foreign Securities Consignment Trading Agreement before investing in foreign securities, and is expected to fully understand details regarding settlement fees, the settlement currency, exchange rate and calculations.
  6. This risk disclosure merely represents a summary and does not constitute an exhaustive list of all possible risks and market factors that the investment may be prone to. The Trustor is expected to comprehend this Article and take into consideration other factors that are likely to influence an investment decision. Please conduct proper risk assessments before any transaction to avoid unbearable losses.
  7. Fund managers, trade counterparties and local/foreign regulations may impose restrictions on the Trustor's ability to sell the invested securities (including but not limited to restrictions on the target and location of sale). The Trustor is expected to learn and be aware of relevant restrictions prior to investing. The Trustor shall assume all responsibilities, risks and losses that arise due to lack of knowledge towards relevant restrictions.
- III. RMB instruments
 

The Trustor is required to comply with the laws of the Republic of China, the laws of the People's Republic of China and any clearance agreements deemed relevant when conducting RMB-denominated trust investments at any domestic banking unit (DBU). The Trustor hereby declares of having read and agreed to part III. Other issues - Two. Risk Declaration for RMB Services (DBU) of this agreement. The Trustor is advised to take full consideration of the risks disclosed in this risk declaration when making use of RMB services.
- IV. Risk Declaration for Securities Investment Trust Funds

This risk declaration has been prepared in accordance with "Securities Investment Trust and Consulting Association Fund Offering, Subscription and Redemption Procedures." Funds are different to deposits, shares and other investment instruments. Before opening an account or investing into this instrument, the Trustor should carefully evaluate own financial status and risk tolerance, and be aware of the following:

1. Funds are traded at the Trustor's own judgment. The Trustor must understand and be willing to tolerate possible gains and losses, including the risk of losing all capital invested.
  2. The fact that funds have been approved for offering by the Financial Supervisory Commission does not imply that they are risk-free. The fund managers' past performance should not be construed as a guarantee on minimum returns. Except for its duties as a prudent manager, the fund managers' is not liable for the gains or losses of the funds it offers, and nor does it guarantee minimum returns. The Trustor is advised to fully comprehend the prospectus before subscribing.
  3. The Trustor's trading decisions should take into account of the following risk factors:
    - (1) Risks associated with a particular instrument or region: market risk (political, economic and social changes; volatility in exchange rates, interest rates, share prices, indices, or prices of other assets), liquidity risk, credit risk, cyclical risk, and for securities-related instruments in particular, the risks associated with trading rules, regulations, currency etc.
    - (2) Due to the risks described above, there is a possibility that fund managers may choose to delay payment of redemption proceeds if the number of redemption requests accumulates to an extent that forces the fund to suspend calculation of redemption prices.
  4. Funds are intended to deliver long-term returns, and hence investors should not expect to achieve high yields over a short horizon. The price and gains of any fund type may rise or fall; therefore, investors do not necessarily recover all amounts invested.
  5. Funds are not protected by deposit insurance, insurance guaranty fund or any similar systems.
  6. For any disputes arising from fund transactions, the Trustor may raise complaints to the Securities Investment Trust and Consulting Association or to the Financial Ombudsman Institution.
  7. This risk declaration merely represents a summary and is not exhaustive of all the possible risk factors that fund investments are prone to. In addition to comprehending this risk declaration, the Trustor should also read fund prospectus in details and be alerted to other influencing factors, and make proper financial plans and risk assessments before trading, in order to avoid suffering losses that are beyond tolerance.
- V. Disclosures concerning distribution of dividends from invested capital.  
Fund may pay dividends out of invested capital. Any amount paid out of the invested capital may reduce investors' initial investments. Dividends paid by certain funds may be subject to additional charges. Details concerning payment of dividends from invested capital and the relevant charges involved have already been disclosed by the respective fund issuers or distributors at their websites.
- VI. Risk Disclosure of non-investment grade bond funds (also known as high-yield bond funds)  
Before investment, the Trustor shall fully understand the following risks which may arising from investment in non-investment grade bond funds:
1. Credit risks: Non-Investment Grade Bonds are either below investment grade or are unrated; therefore, they are prone to risks of issuers' default and bankruptcy.
  2. Interest rate risks: bond prices are affected by interest rate fluctuation; a rise in interest rate may cause bond prices to fall and bond holders to suffer losses; the same applies to Non-Investment Grade Bonds.
  3. Liquidity risks: Non-Investment Grade Bonds may lack liquidity due to absence of trading activities; in which case, Trustors may not be able to sell bonds at reasonable prices over the short term.
  4. Foreign exchange rate risks: When subscribing to funds denominated in foreign currencies by converting New Taiwan Dollar, the Trustor shall bear the foreign exchange rate risks. The Trustor shall also bear foreign exchange rate risks when converting the investment profits or redemption payment to New Taiwan Dollar. If compared to the original investment date the New Taiwan Dollar appreciates against the foreign currency in which the fund is denominated on the execution date of the said transactions, the Trustor may suffer losses resulting from the foreign exchange rate.
  5. Trustors are advised not to allocate an excessive weight of their portfolios in funds that feature a Non-Investment Grade Bond; Trustors who are intolerant of the risks involved are advised not to invest in Non-Investment Grade Bond Funds.
  6. For dividend-paying Non-Investment Grade Bond Funds, it is possible that dividends may be paid out of income or principal. Any amount paid out of the invested capital may reduce investors' initial investments. Dividends paid from the funds are subject to further administrative charges.
  7. Non-Investment Grade Bond Funds may invest in U.S. Rule 144A offerings (up to 30% of total assets for domestic funds; no restrictions apply for offshore funds); these bonds are privately placed in nature and may be prone to lack of liquidity, inadequate disclosure of financial information, and higher volatility caused by non-transparent price information.
  8. Please note that the Trustor shall read the prospectus carefully before subscribing to the funds, and fully assess the investment features and risks of the funds. The Trustor may refer more relevant information about the funds (such as annualized standard deviation, Alpha, Beta and Sharp ratio, etc.) to the "Fund Performance and Evaluation" on the website of Securities Investment Trust & Consulting Association of the R.O.C. ("SITCA") ([https://www.sitca.org.tw/index\\_pc.aspx](https://www.sitca.org.tw/index_pc.aspx)).

#### D. Operating Rules Concerning Use of Special Purpose Money Trust for Local/Foreign Securities Investment

- I. **Business hours for accepting foreign securities trading instructions involving the use of special purpose money trusts:** (requests raised after business hours are treated as transactions of the next business day)

Security type	Domestic bond fund - subscription	Other domestic funds	Offshore funds or securities
Counter <u>business</u> hours	09:00-10:20	09:00-15:30	09:00-15:30

Refer to product terms and conditions or announcements for special business hours pertaining to any particular instrument or transaction method.

- II. **Investment suitability analysis:** Trustors are expected to be fully aware of the risks associated with their instruments prior to investing, for which the Trustee may request Trustors to complete their individual investment suitability analyses before processing transactions.
- III. **Delivery of entrusted capital and fees:**
1. The Trustor shall place capital in the currency specified for the instrument or in the currency accepted by the Trustee. Return of entrusted capital or income shall be made in the same currency as the one entrusted by the Trustor in the first place, or in the currency specified by the Trustee. This excludes situations that the laws have stipulated otherwise.

2. When making single or small-sum investments, the Trustor may specify to have investment proceeds and charges collected from the Trustor's (NTD/foreign currency) current (savings) deposit account held with the Trustee. The Trustor may choose to have invested capital, trust fees and other charges automatically deducted from the account, subject to the Trustee's approval.
3. Orders placed on public holidays (whether in the local or the foreign market) will be processed on the next available trading day. The same applies to conversion and redemption requests.
4. In a redeem-and-subscribe transaction, the Trustee will first deduct all relevant fees from the redemption proceeds and then use the remainder to subscribe to the specified instruments within the same day the redemption proceeds are collected. However, in the event of force majeure or system failure, the Trustor shall agree to have the Trustee postpone the transaction until the next business day.

**IV. Unless otherwise specified, use of special purpose money for local/foreign securities investments are subject to the following minimum investment amounts:**

1. Minimum sum per transaction:

Type of trust	NTD	Foreign Currency
Minimum investment amount of single transaction	Domestic bond fund– NTD100,000 or above	None
	Offshore fund - NTD50,000 or above Other domestic fund - NTD10,000 or above	Equivalent to NTD50,000 or above
Minimum investment amount of small-sum transaction	NTD1,000 or above	Equivalent to NTD1,000 or above
Foreign shares and ETFs	None	USD 5,000, GBP 3,500, EUR 4,000, HKD 40,000, JPY 400,000, or RMB 30,000 or above

Type of OBU security	Minimum sum of OBU investment
Offshore funds or foreign securities - applicable only to foreign currency trusts	Equivalent of US\$50,000
Subsequent investments	

2. For other per-transaction investment limits, please refer to product terms and conditions or the Bank's internal policies for details. Contact the Trustee's service staff if there are any queries.

**V. Payment of trust service remunerations and charges:**

1. Trust service remunerations and charges that the Trustor may be liable to when investing in local/foreign securities

**(1) Trust service remunerations and charges for funds, Offshore Bonds, ETFs, shares, and other securities:**

Invested instrument	Fees in advance	Fees in arrears	ETFs and shares	Offshore Bonds	Other securities
	Class A Shares	Non A Shares			
Trust service remuneration					
Subscription fees	0%-3% collected at time of subscription	No subscription fee is payable at time of subscription	1.5% collected at time of subscription (a fee of 1.5% + local share transaction costs are payable at time of redemption Note1)	0%~2.5% collected at time of subscription (a fee of 0%~1% at time of redemption)	0%-3% collected at time of subscription
Deferred fees (to be collected at time of redemption)	None	Varies for different fund series (see Item 2(9) of this Paragraph)	None	None	None
Trust management fees	To be collected by the Trustee for three years after the subscription date based on the types of securities involved. This amount is deducted from redemption proceeds when securities are redeemed. Trust management fees are collected according to the agreed calculation methods, subject to a minimum of NTD200 (or equivalent foreign currency). If the calculation concludes a sum that is less than NTD200, a sum of NTD200 (or equivalent foreign currency) will be collected instead. OBU securities are subject to a trust management fee of no lesser than USD20 (or equivalent foreign currency). (Management fees of ETFs, shares, and depository receipts are not subject to any minimum amount) Trustors are reminded that subscriptions made on or before September 30, 2007, will still be subject to the previous fee terms.				
Conversion fees	To be collected by the Trustee	NTD500 (for foreign currency trusts, an equivalent sum of NTD500 will be charged in the currency of the source fund). OBU investments are subject to a trust management fee of no lesser than USD20 (or equivalent foreign currency).		Not convertible	Not convertible
	To be collected by the fund manager	0%-1%	0%-1%	Not convertible	Not convertible
Channel service fees - at time of subscription	0%-4%	0%-4%	None	0.5% per annum Notes2	0%-5%
Channel service fees - for the holding period	0%-2%	0%-2%	None	None	

Note1: local share transaction costs: Trustors are required to pay a "SEC Fee" when selling securities at any U.S. exchange. This amount is calculated by applying a certain fee rate to the transaction sum, and the fee rate is adjustable by the U.S. government from time to time.

Subscription and redemption fees of ETFs and shares at U.S. exchanges are calculated as follows:

Units subscribed (redeemed) \* unit subscription (redemption) price \* fee rate = subscription (redemption) fees (subject to a minimum of USD40 per subscription/redemption)

Redemption fees of offshore bonds are calculated as follows: Notional amount redeemed \* redemption price \* fee rate = redemption fees

Trust service remuneration for derivatives: see product descriptions.

Note2 : Channel service fees - at time of subscription to Offshore Bonds ("Channel Services Fees") = investment amount\* remaining tenors of the offshore bonds\*annualized fee rate. The annualized fee rate will not exceed 0.5% of the total entrusted investment amount. The Channel Service Fee with remaining tenors less than one year will be calculated proportionally based on the actual investment period. The Trustor understands and agrees that the Channel Service Fees are included in the subscription price designated by the Trustor and will be paid in a lump sum to the Trustee by the counterparty upon subscribing to the offshore bonds. In the event that the Trustor proactively redeems the offshore bonds, or the issuer of the offshore bonds pursuant to the terms and conditions in the prospectus early redeems the offshore bonds mandatorily or with the Trustor's consent, the Channel Service Fees that already paid to the Trustee will not be refunded to the counterparty or the Trustor.

(2) If there are any discrepancies between the fees explained here and the fees described in product descriptions or documents, the details stated in product descriptions/documents shall prevail.

2. Calculation, payment timing and payment method for trust service remuneration and various charges:

(1) Subscription fees: The subscription fees of domestic/ offshore funds, offshore ETFs, offshore stocks, offshore bonds or other securities = Investment amount \* fee rate. Subscription fees will be charged in the original currency of the domestic/offshore funds or in the denominated currency of offshore ETFs, offshore stocks, offshore bonds, or other securities, and shall be paid by the Trustor to the Trustee upon subscription.

(2) Trust management fees: trust management fees are collected only for three years after the date of subscription. Calculation: amount redeemed × trust management fee rate × number of days held ÷ 365. (Trustors are reminded that subscriptions made on or before September 30, 2007, will still be subject to the previous fee terms.)

Security type	Domestic-issued bond/money market fund	Domestic-issued overseas investment funds	Domestic-issued equity funds	Offshore funds	ETFs and shares	Offshore Bonds/Other securities	OBU securities
Management fee rate	Not required	0.2%	0.2%	0.4%	0.2%	0.2%	0.2%; or 0.4% for offshore funds (subject to a minimum of USD20 or equivalent foreign currency)

(3) Conversion fees: conversion fees are collected on a per-account, per-transaction basis (in the event of a partial conversion, fees are charged for the amount converted). The Trustee may also collect fee shortfalls if any. These fees are calculated based on rates specified by the respective fund issuers, and are payable in one lump sum by the Trustor to the Trustee and fund issuer. Timing of conversion fee payment for monetary funds: if a Trustor initially subscribes to a monetary fund and requests to convert into an equity fund or a bond fund some time later, the Trustee will collect fees on the initial subscription and on the subsequent conversion. Fees will be collected in NTD or the original currency. Calculation of initial conversion fees for monetary funds: (a) amount converted from fund A X fee rate for converting into fund B; or (b) conversion fee charged by the Trustee at NTD500 or equivalent foreign currency + additional fees charged by the fund issuer. Timing of fee payment: the Trustee will deduct the above amount from Trustor's deposit account when the conversion is executed. Subsequent conversions will be subject to conversion fees charged according to the Trustee's policies. Small-sum subscriptions of equity or bond funds may not be converted into monetary funds.

(4) Channel service fees - at time of subscription: calculated by multiplying the applicable fee rate to the amount of entrusted capital. To be paid by counterparties or fund issuers to the Trustee at the time of subscription. If this service fee has already been listed in product description or fund prospectus, the counterparty/fund issuer will deduct this amount from the daily net asset value of the respective instruments.

(5) Channel service fees - for the holding period: to be calculated by the Trustee by applying the fee rate to net asset values published by counterparties/fund issuers. This fee will be paid by counterparties/fund issuers to the Trustee. The method of payment may differ depending on the counterparties or fund managers involved, and may occur on a monthly, quarterly, semi-annual or annual basis. If this service fee has already been listed in product description or fund prospectus, then the counterparty/fund issuer will deduct this amount from the daily net asset value of the subscribed fund.

(6) Distribution fee: this distribution fee will be collected by fund issuers according to their policies. They are deducted from funds' net asset values, and are not collected by the Trustee.

(7) If the Trustor issues a trade instruction and later cancels it before the cutoff time specified by the Trustee, the Trustee may collect a reasonable sum from the Trustor to cover its costs.

(8) The Trustor understands and agrees that any compensation, fees, discounts or benefits of any kind that the Trustee receives from its trade counterparties in relation to the trust arrangement under this agreement (the special-purpose money trust) may be withheld by the Trustee as a form of remuneration for its trust services, to the extent permitted by law. When investing in structured instruments and overseas bonds, the Trustee may disclose the above remunerations it receives from counterparties in documents such as product descriptions and terms and conditions.

(9) Notes on non A share funds and fees

A. Notes on trading

(a) Should the Trustor choose to invest in non A share, no subscription fee will be collected by the Trustee at the time of subscription, according to the fund issuer's policies. However, the fund issuer will collect a "deferred fee" at the time the Trustor redeems; this fee is calculated based on the length of the holding period and will be deducted from redemption proceeds. The "deferred fee" mentioned above is how fees are charged for non A share. The Trustor will be charged a "conditional deferred fee" only if the fund is redeemed before the agreed duration; the Trustor will be exempted of all fees if the investment is held beyond the agreed duration. (See the table for details)

(b) The Trustor acknowledges that investment in certain products, offshore non A share may be subject to Distribution Fees and "Shareholder Service Fees" in addition to the usual fund management fees, as specified in the prospectus. The abovementioned fees are deducted from the daily net asset value.

B. Calculation of deferred fees: the lower NAV compared between the initial NAV and the NAV on the redemption date multiplied by the rate subject to the fund-holding period in the below table.

Holding Period	Offshore		Onshore	
	Other Fund Issuers	PIMCO	Other Fund Issuers	Allianz
Year 1	3%	Less than 3 months: 3%; 3 months or more but less than 6 months: 2.75%; 6 months or more but less than 9 months: 2.5%; 9 months or more but less than 12 months: 2.25%.	3%	2%

Holding Period	Offshore		Onshore	
	Other Fund Issuers	PIMCO	Other Fund Issuers	Allianz
Year 2	2%	12 months or more but less than 15 months: 2%; 15 months or more but less than 18 months: 1.75%; 18 months or more but less than 21 months: 1.5%; 21 months or more but less than 24 months: 1.25%.	2%	1.5%
Year 3	1%	24 months or more but less than 27 months: 1%; 27 months or more but less than 30 months: 0.75%; 30 months or more but less than 33 months: 0.5%; 33 months or more but less than 36 months: 0.25%.	1%	1%
Year 4	0% (0 from year 4 onwards)	0% (0 from year 4 onwards)	0% (0 from year 4 onwards)	0% (0 from year 4 onwards)

**VI. Payment of redemption proceeds:**

The Trustee will credit redemption proceeds into the Trustor's deposit account as instructed by the Trustor. Payment of redemption proceeds is subject to the policies of the respective fund issuer or counterparty.

Timing of redemption payments:

1. Redemption of offshore funds or securities: within 2 to 8 business days from the day instruction is given
2. Redemption of domestic equity funds/domestic-issued overseas funds: within 3-10 business days from the day instruction is given
3. Redemption of domestic bond funds: within 1 to 3 business days from the day instruction is given
4. TWD trusts are paid in TWD. For foreign currency-denominated trusts, the redemption proceeds shall be paid in the same currency the invested instruments are denominated in at the time of redemption. The Trustor cannot choose which currency to credit into the account.

**VII. Income distribution:**

1. The Trustor agrees to have any income earned on the entrusted capital and any dividends paid from foreign securities processed according to product terms and conditions and policies of the fund manager and the Trustee.
2. The Trustor agrees that all capital gains and interest earned on securities invested using the entrusted capital are attributable to the Trustor; meanwhile, all associated risks, losses, expenses and tax burdens shall also be borne by the Trustor.
3. Apart from fees collected under this agreement, the Trustee will not share any income or loss associated with the entrusted capital.
4. With regards to subscription or holding of U.S.-listed ETF, shares and depository receipts, the U.S. tax law requires non-U.S. persons to pay a 30% tax on income sourced from the United States, such as cash dividends. The Trustee will authorize its counterparty to collect the 30% tax on dividend at the source. This taxation rule may differ depending on the details of transaction or market conditions.
5. The Trustee shall endeavour to distribute the cash dividends and redemption proceeds as soon as possible after the cash dividends or redemption proceeds payment date into the Trustor's savings account. No interests shall be paid on the amount of cash dividends or redemption proceeds from the cash dividends or redemption proceeds payment date to the actual remittance date.

**VIII. Small-sum trust investments:**

1. The Trustor may choose to use trust capital, trust fees and any associated charges by way of auto account debits, and authorize the Trustee to collect payments from the deposit account specified and agreed between the Trustor and the Trustee on each payment due date (postponed if it coincides with a public holiday). If the payment cannot be processed on the scheduled date due to computer malfunction or any force majeure event, the Trustor shall agree to have payment postponed until the issue has been resolved by the Trustee.
2. The Trustor should maintain sufficient balance in the designated account at least two business days before the payment is due.
3. Payments via credit card (available only if the Trustor is the main cardholder) are subject to the limits specified by the Trustee. Transaction is deemed canceled if payment is not collected successfully from the designated credit card. The Trustor also agrees that, when making payments using credit cards, a transaction would be deemed canceled if payment is not processed successfully due to card renewal, replacement or any reason that renders the card unusable.
4. In the event that the Trustor has multiple payments due but has an insufficient credit limit or deposit balance to meet all payments, the Trustee shall exercise discretion over the priority of payments, which the Trustor may not choose or object otherwise. The Trustor should maintain sufficient balance in the designated payment account at least two business days before the payment is due until all payments have been collected by the Trustee. The Trustor would be deemed to have discontinued the regular investment plan if payment is not collected successfully after three consecutive attempts, in which case, the Trustee may cease to collect further payments from the Trustor's account. The cancellation of investment plan does not affect investments that were previously made.
5. Regular trust investments:
  - (1) If the Trustor chooses to commit to a regular subscription plan, the Trustee will set the latest fund NAV/index value available on its computer system one business day before the first installment as the "Baseline NAV/Index," whereas the amount of the first installment is deemed the "Initial Value." From the 2nd installment onwards, the Trustee will compare the latest fund NAV/index value available on its computer system one business day before the payment is due to the "Baseline NAV/Index," and automatically adjust the amount of investment to be collected from the Trustor's account.
  - (2) When calculating and comparing the above NAV/index, the Trustor agrees to use the latest fund NAV/index value shown at the Trustee's website ([www.sc.com/tw](http://www.sc.com/tw)).
  - (3) The Trustor agrees and acknowledges that the Trustee may adjust the Initial Value based on its own calculations, by subscribe to the fund based on NAV rules of the respective fund issuers. Should any discrepancy arise between the Trustee's own calculations and the actual NAV, the amount of the Trustor's installment will still be adjusted based on the Trustee's own calculations.
  - (4) If the Trustor applies for a change of installment amount or the invested instrument on a later date, the new amount shall be treated as the new baseline for subsequent installments, while the fund NAV/index value available on the Trustee's computer system one day before first payment after the changes are made will be designated as the new "Baseline NAV/Index."
  - (5) For any single trust account, installments shall not be increased to more than 1.5 times the Initial Value, or decreased to less than 0.5 times the Initial Value (subject to a minimum of NTD3,000 or equivalent foreign currency).
  - (6) The Trustor acknowledges that all details, features and risks about the adjusting mechanism have been explained clearly by the Trustee, with relevant documents handed over to the Trustor's possession. The Trustor confirms of having fully understood all details stated here; any gains or losses arising due to the adjusting mechanism shall be borne by the Trustor.

1. Any changes to the terms of the regular investment plan must be completed before the end of business hours one business day before the payment is due.

**IX. Notes on redeem-and subscribe transactions:**

1. Redeem-and-subscribe transactions are limited only to domestic and offshore funds that the Trustee has been mandated to trade by the Trustor (excluding domestic and foreign ETFs, monetary funds and any fund that imposes limits on incremental purchases).
2. The Trustor shall authorize the Trustee to deduct subscription proceeds (including commissions) from the abovementioned account. The Trustor shall fully agree and hold no objections whatsoever to the amounts deducted. The Trustor also agrees that the Trustee may deny payments and void the Trustor's redeem-and-subscribe instructions in the following circumstances: (1) the sum of redemption proceeds received less subscription charges is lower than the minimum subscription requirement of the Trustee; (2) the Trustor's account becomes unavailable, has insufficient balance, or results in overdraft/debt because of the transaction; (3) the subscribed instrument is permanently or temporarily prohibited from offering or sale by the local authority, or when new subscriptions are suspended by the offshore fund distributor, the investment trust enterprise, or the Trustee. (4) the effective period of the Trustor's customer investment profile has expired or the investment risk of the subscribed instrument exceeds the Trustor's risk tolerance.

**X. Policies on short term trading:**

The Trustor has understood fund issuers' policies on short-term trading (or similar activities of different names), and acknowledged fund issuers' rights to restrict, reject or cancel subscription/conversion requests if the Trustor is found to have been involved in short-term trading (this applies also to subscription and conversion requests that have been accepted by the Trustee). If the Trustor is deemed to have been involved in short-term trading, a higher subscription/conversion/redemption fee may be charged at the rate notified by the fund manager.

**XI. Risk tolerance and declaration:**

1. The Trustor must commit a reasonable amount of time to comprehend the information and rules that are relevant to the trust arrangement (from sources including but not limited to the prospectus), and be aware of the possible risks associated with investments prior to issuing trade instructions. These risks may include, but are not limited to: risk of price declines, exchange losses, suspended redemption, dissolution, liquidation etc. **In the worst case scenario, the Trustor may lose all invested capital.** Past performance does not represent future performance. Investment decisions shall be made under the sole, independent judgment of the Trustor. The Trustee merely acts upon the instructions given by the Trustor. The Trustor shall assume all risks associated with the investment decision, and must not request to have losses shared by the Trustee for any reason.
2. All capital gains, interest and dividends earned from the management of entrusted capital are entirely attributable to the Beneficiary. The Trustor/Beneficiary agrees to bear any risks, expenses and tax burdens arising from the use of entrusted capital. According to laws, the Trustee is not allowed to offer any guarantees on the invested capital or minimum returns.
3. The entrusted capital will not be protected by the deposit insurance scheme if invested in non-deposit instruments.
4. Offshore Banking Unit (OBU) customers may set up special-purpose money trusts only in foreign currencies, and use them to invest in foreign securities only. OBU customers shall comprehend and agree to comply with all regulations of the Republic of China pertaining to OBU activities. OBU customers hereby declare and assure that the underlying investment activities do not constitute any violation against existing rules. Customers shall file tax returns and make tax payments in their own capacity if required by tax laws.

**XII. Amendments:**

The Trustee may amend these rules at any time and notify the Trustor by publishing changes at its website; however, any changes to trust service remuneration or fees must be announced at the Trustee's website and/or business premise at least 60 days before taking effect. The Trustor shall agree to comply with the changes.

**E. Supplementary Operations Regulations for Conducting Special-purpose Money Trusts Investing in Foreign Stocks and Exchange Traded Funds and Foreign Bonds.**

Where the Trustor entrusts the Trustee as directed by the Trustor to conduct the special-purpose money trusts investing in foreign stocks, exchange traded funds (ETF), and foreign bonds, the provisions of this supplementary operations regulations shall apply on a priority basis

- Before the Trustor investing in and utilizing special-purpose money trusts invests in foreign stocks, ETFs, and foreign bonds (hereinafter referred to as the "Product"), the Trustor shall read the Product Explanation of Special-purpose Money Trusts Investing in (III) Foreign Stocks, ETFs, and Foreign Bonds, and the Risk Disclosure Statement of III. Other of this Agreement.**
- Investment qualifications

Unless otherwise provided by laws and regulations, the investment qualifications of this Product are as follows:

1. A domestic natural person, or a foreign natural person with a Residence Permit for the Taiwan Area, Alien Resident Certificate, or related Identity Documents issued by the Ministry of Foreign Affairs (excluding American).
2. A domestic legal person or foreign legal person recognized by the Taiwanese government (excluding a legal person established according to USA laws and regulations).
3. People from the Mainland China Area with entry permits to Taiwan and open TWD deposit accounts at domestic banks according to the regulations of the Financial Supervisory Commission of the Executive Yuan.
4. Others as approved by the Financial Supervisory Commission of the Executive Yuan or the Central Bank.
5. A foreign legal person or natural person (excluding American) of an Offshore Banking Unit.

iii. Persons not eligible for investment in this Product

The Trustor understands that the Trustee will not accept any transaction instructions from an U.S. citizen, an U.S. resident, or an U.S. Permanent Resident Card holder to invest in any domestic or foreign securities through Special Purpose Money Trust. The Trustor confirms that the Trustor is not an U.S. citizen, an U.S. resident, or an U.S. Permanent Resident Card holder when opening the trust account with the Trustee. Also, the Trustor agrees if the Trustor afterwards becomes an U.S. citizen, an U.S. resident, or an U.S. Permanent Resident Card holder, the Trustor shall immediately notify the Trustee of the said changes, issue or provide the evidence and/or documents as required by the Trustee, and voluntarily redeem or sell all domestic and foreign securities held in the Trustor's trust account immediately. If the Trustor fails to fulfil the above obligations, or the Trustee for whatever reason is aware that the Trustor becomes an U.S. citizen, an U.S. resident, or an U.S. Permanent Resident Card holder, the Trustor agrees that the Trustee is entitled from time to time to compulsorily redeem or sell all domestic and foreign securities held in the Trustor's trust account, and to notify the Trustor of terminating the trust agreement with the Trustee. All related profits, losses and expenses arising from the said mandatory redemption or sale shall be borne by the Trustor. If the Trustor fails to fulfil the obligations stated in this clause and causes the Trustee to suffer or pay any fees, losses, fines and other similar expenses, the Trustor agrees to be liable for all damages to the Trustee.

- iv. Opening and applying for telephone banking services: If the Trustor uses telephone banking services to invest in this Product, the Trustor shall open deposit and trust accounts, apply for Interactive Voice Response (IVR) services, and sign the related account opening and application documents with the Trustee.

v. Notices for Transactions:

1. The Trustor shall follow the below operating rules to place the transaction orders of this Product through telephone banking services:

- (1) **Before undertaking this Product, the Trustor shall carefully read and agree to this Supplement Operations Regulations and Product Description, Risk Disclosure Statement and the Trustee "Operations Regulations of Special-purpose Money Trusts Investing in Domestic and Foreign Securities". Where the Trustor conducts special-purpose money trusts investing with this Product through telephone banking services, it shall first apply for IVR services and receive a telephone banking password before undertaking this Product by telephone banking services.**
  - (2) When using telephone banking services to place an order, the Trustor shall clearly notify the transaction details of the subscription or redemption such as the name of the investment target, precise face value, number of shares, commission date, and order price (if applicable).
  - (3) If the Trustor's order is settled, the Trustee will refer to the provisions in Paragraph 10 of 9. Responsibilities of the Trustee of (II) Special-purpose Money Trusts Investing in Domestic/Foreign Securities Trust Contract of II. Trust Account Provisions of this Agreement to deliver the confirmation document or consolidated it in a consolidated statement, in order to inform the Trustor about the investment target, price and denomination or amounts of subscription or redemption made by the Trustee after the order is settled.
  - (4) The Trustee can only accept Trustor's trade order(s) for foreign stocks and foreign ETFs on Monday to Friday 09:00~24:00, Taipei time, and such day shall also be the business day of related stock exchange(s); the Trustee will also accept order(s) placed on the Taiwan make-up day(s). If there is any change, the Trustee will send the Trustor a separate notification, and the Trustor can contact the Trustee's business relationship manager(s) for more details.
  - (5) The Trustee accepts subscriptions of foreign bonds and early redemption applications for the secondary market every day. The minimum subscription and redemption face values and incremental share shall be in accordance with each bond's individual regulations. If the day is a holiday or not a business day of Taiwan, Hong Kong, Singapore, New York, London, or Sydney, it shall be postponed to the following business day.
  - (6) The Trustee reserves the right to decide whether to accept the Trustor's transaction instructions.
2. The Trustor shall follow the below operating rules to place the transaction orders of foreign stocks or ETFs via Online Banking or Mobile Banking:
- (1) The Trustor can only trade foreign stocks or ETFs through the Trustee's Online Banking or Mobile Banking for those announced on the Trustee's official website.
  - (2) Due to system date change operations, the Trustor is unable to place and cancel orders during the below time periods every day: For U.S. market: Taiwan time 05:00-05:30; For HK market: Taiwan time 16:00-16:20. Orders placed before the above system's daily rollover are deemed as orders for the current day, while orders placed after the system's daily rollover are deemed as orders for the next business day at relevant stock exchange(s). If placing an order on non-trading day of relevant stock exchanges, such orders are deemed as orders for the next business day at relevant stock exchange(s).
  - (3) The Trustor fully understands that any quotes of foreign stocks or ETFs provided by the Trustee through Online Banking or Mobile Banking may not be the real-time market prices or information. The above quotes or information are for reference only and should not be used as a reference for purchase or redemption prices. Real-time quotes are only available to selected customer groups of the Trustee while there may be a delay of 15 minutes or more. The real-time quotes and any other relevant information of foreign stocks or ETFs at specific stock exchange(s) are provided by the third-party information platform(s) (collectively the "Third-Party Platform Information"). The Trustee is not responsible for any losses or damages arising from the use or inability to use the Third-Party Platform Information, the accuracy and truthfulness of the Third-Party Platform Information, delay or incomplete transmission of the Third-Party Platform Information, system failures, or any other matters not attributable to the Trustee.
  - (4) When the Trustee places a transaction order through Online Banking or Mobile , the amount displayed by the Trustee's system is an estimated purchase deduction or redemption deposit amount, which is provided for pre-deduction or reference purpose only and does not represent the actual deduction or deposit amount.
  - (5) If the Trustor redeems foreign stocks or ETFs through Online Banking or Mobile Banking, the Trustee is entitled to prioritize the submission of redemption order(s) based on the "first in, first out" method for the earliest subscribed units(shares).
  - (6) The joint account holders are not allowed to trade foreign stocks or ETFs via Online Banking or Mobile Banking. All Trustors are not allowed to do odd lot trading, preferred stock trading, over-the-counter trading and TWD trust trading through Online Banking or Mobile Banking.
  - (7) During the validity period of the trading instructions, if the issuer company conducts related corporate events (including but not limited to share splits, share consolidation , changing stock exchange codes, changing International Securities Identification Number (ISIN), changing primary stock exchange, issuing new shares, etc.) resulting in the suspension or termination of the Trustor's trading instructions, the Trustor agrees that the Trustee shall process the matter in accordance with the rules of relevant stock exchanges, issuer company or the securities brokers appointed by the Trustee. The Trustee also agrees that the Trustor is entitled to cancel the trading instructions in advance after giving the Trustee prior notification to facilitate the execution of the said corporate events.
- vi. Calculation method of subscriptions and redemptions
1. Foreign stocks and ETFs
    - (1) Unlike mutual funds, trades are not permitted in the total amount, instead transactions must be made based on "number of share".
    - (2) The regulations or limitations of the number of share of subscription and redemption will vary by product. The Trustee will stipulate it according to different products and markets, please contact the Trustee's financial advisor for information.
    - (3) For subscription and redemption, Trustee may set the available price instructions (limit, approaching Market on Close (MOC), market price, or the average price of day) and methods of placing orders (premarket, intraday, or others), please contact the Trustee's financial advisor for information. The Trustor may select the available transaction instruction after confirming the number of share of subscription/ redemption.
    - (4) Redemption methods: When redeeming foreign stocks or ETFs through branch or telephone banking services, the Trustor can designate to redeem the units/shares subscribed on specific dates; if the Trustor redeems foreign stocks or ETFs via Online Banking or Mobile Banking, the trustee is entitled to redeem the units/shares following the First-In-First-Out (FIFO) rule.
  2. Foreign bonds
    - (1) Unlike mutual funds, trades are not permitted in the total amount, instead transactions must be made based on "face value".
    - (2) The regulations or limitations of the minimum and incremental face values for subscription and redemption will vary by product. The Trustee will stipulate it according to different products and markets, please contact the Trustee's financial advisor for information.
    - (3) For subscription and redemption, the Trustee may set the permitted transaction price categories (such as: limit order, market order) and the method of placing orders (such as: real time order or batch order), please contact the Trustee's financial advisor for information. The Trustor may select the executable transaction method after confirming the face value of subscription and redemption.
- vii. Related costs of investing in this product.
1. Foreign stocks and ETFs
 

For details on the Trustee's compensation and fees, please refer to the Trustee Operations Regulations of Special-purpose Money Trusts Investing in Domestic and Foreign Securities.
  2. The payable fees for the Trustor entrusting the Trustee to invest in foreign stocks and ETFs through special-purpose money trusts shall include trust fees, trust management fee and stocks transaction fees. Different countries / exchanges may have specific transaction fees / transaction taxes or other related fees. The trade related fees stated above are not included in the trust fee or trust management fee.

The fees are listed in the table below

Securities Market	*Primary Transaction Currency	**Subscription/Redemption Fee	***Trust Management Fee	**** Transaction Fee
New York Stock Exchange, American Stock Exchange, Nasdaq	USD	1.5% (minimum Subscription/Redemption Fee is USD\$40)	0.20%	SEC fee of 0.0008% is paid upon redemption.
London Stock Exchange	GBP/GBP	1.5% (minimum Subscription/Redemption Fee is GBP\$45)	0.20%	The local brokerage fee is less than or equal to 0.1%; Stamp Duty for subscription is 0.5%
Frankfurt Stock Exchange, Euronext Paris	EUR	1.5% (minimum Subscription/Redemption Fee is EUR\$500)	0.20%	Local brokerage fee is less than or equal to 0.1%
Stock Exchange of Hong Kong	HKD	1.5% (minimum Subscription/Redemption Fee is HKD\$480)	0.20%	FRC Transaction Levy 0.00015%; Stamp Duty on Stock Transaction 0.13% (rounded up to the nearest dollar); SFC Transaction Levy 0.0027%; Trading Fee 0.00565%
Tokyo Stock Exchange, Osaka Exchange	JPY	1.5% (minimum Subscription/Redemption Fee is JPY\$5,500)	0.20%	Local brokerage fee is 0.11%

\* A single exchange may list stocks denominated in different currencies (for example, apart from GBP/GBP, London Stock Exchange also offers USD and EUR products). If the currency of the product that the Trustee entrusts the Trustor to use for special-purpose money trusts investments is not the primary transaction currency of the exchange, its subscription/redemption fee shall be calculated based on transaction currency. For example, the London Stock Exchange's primary transaction currency is GBP/GBP, for which the subscription/redemption fee is 1.5% (minimum Subscription/Redemption Fee is GBP\$45), if the transaction currency of the investment product is USD, then the subscription/redemption fee is calculated as 1.5%, (minimum Subscription/Redemption Fee is USD\$40); if the transaction currency of the investment product is EUR, then the subscription/redemption fee is calculated as 1.5%, (minimum Subscription/Redemption Fee is EUR\$50).

\*\* Calculation of subscription / redemption fee are as follows: number of shares x price per share x fee rate = subscription (redemption) fee. If the calculated subscription (redemption) fee is lower than minimum required fee then the transaction will be charged the minimum fee; the subscription fee is charged when subscribing, while the redemption fee is deducted from redemption amount.

\*\*\* Trust management fees will be applicable within three years from the date the Trustor holds the position. The calculation method is: redemption amount x trust management fee rate x holding period (day) ÷ 365. Trust management fees shall be deducted from the redemption amount.

The minimum trust management fee for Offshore Banking Units (OBUs) is USD\$20 (or equivalent in other currency). Any units are distributed due to a corporate event, the holding period will be retroactively calculated back to the original subscription date.

\*\*\*\* A single market may have different fee frameworks, including transaction tax, fee, or other related fees. The fee framework may vary according to the local regulations of the exchange. Fees will be calculated according to the latest regulations / framework. The calculation is: transaction amount x applicable fee rate.

### 3. Foreign bonds

The fee payable when the Trustor entrusts the Trustee to invest in foreign bonds by special-purpose money trusts shall include subscription fees, redemption fees, Channel service fees – at time of subscription and trust management fees.

The fees are listed in the table below:

Investment Target	Trust Compensation Category:
Foreign Bonds	
Subscription Fee	Charged 0%–2.5% during subscription  Calculation: Subscription face value*price* fee rate = Subscription fees. The subscription fees will be charged upon subscription.
Redemption Fee	Charged 0%–1% during redemption  Calculation: Redemption face value * price * fee rate = Redemption fees. The redemption fees will be directly deducted from the redemption payment.

Channel service fees - at time of subscription	<p>Charged 0.5% per annum</p> <p>Calculation: Channel service fees - at time of subscription to Offshore Bonds ("Channel Services Fees")= investment amount* remaining tenors of the offshore bonds*annualized fee rate. The annualized fee rate will not exceed 0.5% of the total entrusted investment amount. The Channel Service Fee with remaining tenors less than one year will be calculated proportionally based on the actual investment period. The Trustor understands and agrees that the Channel Service Fees are included in the subscription price designated by the Trustor and will be paid in a lump sum to the Trustee by the counterparty upon subscribing to the offshore bonds. If the Trustor proactively redeems the offshore bonds, or the issuer of the offshore bonds pursuant to the terms and conditions in the prospectus early redeems the offshore bonds mandatorily or with the Trustor's consent, the Channel Service Fees that already paid to the Trustee will not be refunded to the counterparty or the Trustor.</p>
Trust Management Fee	<p>Charged 0.2% per annum</p> <p>Calculation: Redemption amount x trust management fee rate x holding period ÷ 365. Within three years from the subscription date, the Trustee based on the types of securities charges the trust management fees, which is deducted from each redemption payment upon the execution of each redemption.</p> <p>The trust management fees are charged based on the agreed upon calculation formula, with a minimum charge of NTD200 (or the equivalent in foreign currency). If the calculated trust management fees are less than the minimum charges, it will be charged as NTD 200.</p> <p>The minimum trust management fees for Offshore Banking Units (OBUs) are USD\$20 (or equivalent foreign currency). No minimum trust management fees will be charged for offshore ETF, offshore stocks, and depository receipts.</p> <p>The original calculation method of the trust management fees is still applicable to relevant products subscribed on or before September 30, 2007.</p>

## viii. Important information for transactions

## 1. Important information for foreign stocks and ETFs

## (1) Transaction execution

The transaction price of foreign stocks and ETFs refers to transactions based on market on close (MOC), limit price, market price, or other methods agreed by the Trustee. The MOC method refers to when the customer's transaction price is close to the closing price of the transaction date; it is not guaranteed to be the closing price of the transaction date. Limit Order is an order to purchase or sell foreign stocks or ETFs at the Trustor- specified price or better in the stock exchange; Market order is an order to purchase or sell foreign stocks or ETFs at the market's current available price or at the available price on the next stock exchange business day without specifying the price for purchase or sale by the Trustor.

## (2) After the Trustee receives the order price of subscription from the Trustor, if the Trustor's order price is MOC, market order, or average price of day, the Trustee shall initially refer to the Trustor's number of shares for subscription, multiplied by the previous one-day reference price of the equity (which is the closing price of the previous one day as indicated by the Trustee's system), plus the total amount of trust fees and local stocks transaction fees, to have a lien of 120% of above calculating amount on Trustor's deposit account (the rate shall follow Trustee's system setting rate); if the Trustor's order price is limit order, the Trustee will refer to the number of shares for subscription that the Trustor applied for subscription, multiplied by the limit price of the traded target, plus the total amount of trust fees and local stocks transaction fees, to earmark 100% from the Trustor's demand deposit (if there is an adjustment of the earmark rate, the Trustee's system shall prevail). After confirming the final transaction amount (including the actual transaction price and the various charges and tax fees to be levied), the amount shall be taken from the Trustor's account.

## (3) Transaction confirmation

## A. American stock markets

a. The transaction locations for foreign stocks and ETFs are the cities of each stock exchange. Due to the time difference between Taiwan and the city of the stock exchange, the execution and confirmation of transactions shall be based on the Trustee and the entrusted broker time of transaction, as well as the transaction time in the local time of the stock exchange.

- b. Due to the limits imposed by the time differences, transactions for foreign stocks and ETFs shall be made in batches. The Trustee shall retain the right of deciding whether to accept orders during the service hours when applications for foreign stock and ETF transactions are received. The Trustee will receive the orders during a period designated by the Trustee, and shall execute batch orders with the entrusted broker after the deadline for receiving orders has passed. However, all transactions must be conducted after the local securities exchange market opening (for the time of receiving orders and execution, please contact the Trustee's financial advisor for information). For example, if the exchange is located in the USA, and the Trustor places an order on Monday in the Taipei time zone, then the transaction price shall be based on the market status at the local exchange's transaction time on Monday (Monday evening of Taipei time zone), thus all transaction details are available to confirm on Tuesday morning in the Taipei time zone.
- B. European stock markets
- a. The transaction locations for foreign stocks and ETFs are the cities of each stock exchange. Due to the time difference between Taiwan and the city of the stock exchange, the execution and confirmation of transactions shall be based on the Trustee and the entrusted broker's time of transaction, as well as the transaction time in the local time of the stock exchange.
- b. Due to the limits imposed by the time differences, transactions for foreign stocks and ETFs shall be made in batches, or other transactions as agreed upon by the Trustee. The Trustee shall retain the right of deciding whether to accept orders during the service hours when applications for foreign stock and ETF transactions are received. The Trustee will receive the orders during a period designated by the Trustee, and shall execute batch orders with the entrusted broker, at the exchange(s) designated by the Trustor, after the deadline for receiving orders has passed. However, all transactions must be conducted after the local securities exchange market opening (for the time of receiving orders and execution, please contact the Trustee's financial advisor for information). For example, if the exchange is located in Europe, and the Trustor places an order on Monday in the Taipei time zone, then the transaction price shall be based on transaction time between the Trustor and the entrusted broker, as well as the market status at the local exchange's transaction time on Monday (Monday evening of Taipei time zone), thus all transaction details are available to confirm on Tuesday morning in the Taipei time zone.
- C. Asian and Australian stock markets
- a. The transaction locations for foreign stocks and ETFs are the cities of each stock exchange. Due to the time difference between Taiwan and the city of the stock exchange, the execution and confirmation of transactions shall be based on the Trustee and the entrusted broker's time of transaction, as well as the transaction time in the local time of the stock exchange.
- b. Because the transaction market of the foreign stock or ETF and the exchange in Taipei may be in the same or different time zones, transactions for foreign stocks and ETFs shall wherever possible be made in premarket or intraday trading, or other transactions as agreed upon by the Trustee. The Trustee shall retain the right of deciding whether to accept orders during the business hours when applications for such transactions are received. After the Trustee receives an order placed by the Trustor, the Trustee places an order with the entrusted broker to execute the transaction at the indicated market. However, the transaction time may be delayed by the Trustee's internal factors or the entrusted broker's working time, market control, or market factors. The Trustee and the entrusted broker will process the transaction as quickly as possible, but cannot guarantee it will not have any delay, therefore the transaction execution time and result confirmation shall be based on the securities exchange's local transaction time and the actual result of the execution of the transaction. All transaction details that result from placing orders in premarket or intraday trading shall be confirmed by the Trustee on the morning of the next business day in Taipei. The Trustee shall confirm the actual transaction status at the intraday or after closing on the day as quickly as possible.
- (4) Difference between service day on which the Trustee accepts trade order(s) for foreign stocks and foreign ETFs and the business day of the related stock exchange(s) may lead to incidents of settlement or remittance. The Trustee is entitled to stop the execution of trade order(s) placed by the Trustor in order to avoid failure of settlement.
- (5) If trade order(s) cannot be placed before stock market closure due to the Trustee or entrusted broker's working hours, or force majeure events, the order will be executed on the next business day of the related stock exchange(s).
- (6) When the Trustor executes orders with an expiration date, the transactions might only be partially executed before expiry due to the characteristics of the order price, liquidity of the traded target, market volatility, or other related factors. The completed portion of transactions shall be deemed as completed and ended within the validity period. For the ending of transactions within the validity period mentioned above, the related fees charged by the Trustee shall be processed in accordance with Item 4 in these Supplementary Operations Regulations.
- (7) When the Trustor entrusts the Trustee to execute transactions with validity periods, there may be different business days and holidays in Taiwan and the indicated exchange during the validity period. The Trustor shall clearly understand the business day and holiday status of Taiwan and indicated exchange before executing transactions with validity periods, and shall order the Trustee to execute the transactions with validity periods at the best possible time. Otherwise, the Trustee shall have the right to terminate the execution of the Trustor's transactions with validity periods at any time.
- (8) Orders with validity periods, the regulations on the number of valid days, and other limitations shall be processed in accordance with the Trustee's regulations and feasible methods. If the order with validity periods can only be partially executed before the expiration, the order for unexecuted units/shares will become invalidated after execution day's trading hour.
- (9) Cancelling orders: During the validity period of the trading instructions of foreign stocks or ETFs, the Trustor is allowed to cancel the order for unexecuted units/shares in writing or in another way agreed by the Trustee provided that the order hasn't been fully executed. However, the Trustor must understand the time differences between a market trade and the related systems reporting a successful transaction (including the transaction systems of the Trustee, broker, and exchange). A transaction may have already been completed when the Trustor applies to cancel it, therefore an application for cancelling a transaction does not guarantee that the transaction will be cancelled in whole or in part. The Trustee retains the right to cancel transactions.
- (10) The Trustor agrees the Trustee shall have the right to directly process the cash dividends, stock dividends, issuing new shares, stock splits, reverse split, bankruptcy, and other related securities interests generated by foreign stocks and ETFs. The Trustee may deposit the amount directly into the Trustor's account after processing or disposal without notifying the Trustor about the aforementioned corporate actions. As long as the Trustee fully fulfills its responsibilities when processes the above corporate event, then the Trustor shall not have any objection to any of the Trustee's processing methods. The Trustor also authorizes the Trustee to disclose or fulfill their related duty according to domestic and foreign laws and regulations related to securities. However, unless otherwise provided by laws and regulations, the Trustee has no obligation to execute voting rights for the product invested in by the Trustor or other voting rights, unless it is with the written instruction of the Trustor and unless it is for conditions, compensation, and fees agreed upon by both the Trustee and Trustor. The Trustee shall have no responsibilities or obligations with regard to the voting trust certificate or documents related to voting rights or execution of voting rights, and also has no duty to send a notification to the Trustor accordingly.
- (11) Where the foreign stocks or ETFs cash dividends, stock dividend, issuing new shares, stock splits, reverse split, or issuer dissolution or bankruptcy, the Trustee shall handle it in accordance with the foreign trust properties custodian's orders to process. Since the Trustee will need time to receive orders and distribute the related equity assets, the Trustor must understand that it can only initiate to process the usage of equity assets after the Trustee has fulfilled its obligation to finish the processing and distribution of related equity assets. The Trustee shall not receive the Trustor's orders for usage of equity assets before the processing and distribution of equity assets are completed.

- (12) Because the foreign stocks and ETFs bought and sold by the Trustee as entrusted by the Trustor are publicly traded targets in foreign exchanges, each individual product's public information can be accessed from the public websites, therefore the Trustor shall understand the related information on products it intends to invest in or has invested in, as well as information on the issuer.
- (13) In accordance with domestic and foreign laws, as well as the laws and regulations of the Trustor's country of registration, country of establishment, country of nationality, country of residence, or country it is located in, if the Trustor (if they are a citizen of specific nationalities) is unable to invest in or hold specific investing target nation's instruments, or their investments or holding may lead to negative consequences in administration or taxation for the issuer of securities or the Trustee, then the Trustee shall have the right to reject the execution of the transactions in the Trustor's order. Furthermore, the Trustee may inform the Trustor that it shall terminate all agreed upon items, and apply for redemption of the investment targets held by the Trustor.
- (14) In accordance with the common practices of the financial market for the processing of securities, as well as applicable laws and regulations, all fees or taxes payable by the Trustor shall be borne by the Trustor.
- (15) When investing, the Trustor should consult with a professional tax officer for tax related concerns.
2. Important information for foreign bond transactions
- (1) Transaction execution
- The Trustee will refer to the Trustor's indicated price as the limit order when making transactions. A limit order transaction means that the purchase price cannot be higher than the limit price. The final transaction price will be confirmed according to the market status on the next business day after the transaction day (must be a business day of the local market). **If the market price is higher than the limit price on the transaction day, the Trustee will not execute the transaction for the Trustor.**
- (2) After the Trustor decides to conduct transactions with the Trustee and completes subscription procedures, the Trustee will earmark the transaction amount from the demand deposit with the same currency as the bonds (including the principal of bond investment, trustee fee and accrued interest (if applicable)), plus 0–3% of the reference price to calculate the earmarked bond investment principal and trust fee. After the Trustee's entrusted broker confirms the transaction amount, the Trustee shall deduct the final settlement amount from the Trustor's current deposit on the next business day of the execution day. Secondary market bonds are mainly restricted by factors such as market liquidity and price volatility, therefore transactions are not guaranteed to be completed
- (3) Transaction confirmation
- Differences between business days or holidays in Taiwan and the business day of the indicated exchange may lead to incidents of settlement or remittance; the Trustee shall have the right to stop the execution of orders placed by the Trustor in order to avoid failure of settlement.
- (4) The Trustor must understand that bond trading involves higher price volatility, therefore quotations at any time are just for reference. Where the Trustor conducts secondary market transactions, the actual transaction price is determined by the supply and demand status of the market. The broker entrusted by the Trustee will try its best effort, in accordance with the regulations and practices of each bond trading market, to complete transactions for the Trustor, however the Trustor shall also be responsible for the risks of loss of principal.
- (5) In general, where the Trustor purchases bonds in the secondary market, it is required to pay accrued interest. The Issuer will pay the coupon to bond holders in accordance with the bond's conditions on the date of coupon payment. The accrued interest is the accrued note interest that is payable to the previous bond holder from the last date of coupon payment to the settlement date after the bonds are purchased on the secondary market. The broker entrusted by the Trustee will refer to the Bloomberg information system at the time of trading to calculate the actual accrued interest, which shall entirely be in accordance with international market practice and shall be confirmed by the entrusted broker.
- (6) Payment date of interest and principal redemption The Trustee shall endeavor to distribute the coupons and redemption amount as quickly as possible after the date of coupon payment and redemption. Interest shall not be calculated on the amount of the coupon and redemption from the date of coupon payment to the actual posting date.
- (7) In the event that the Trustor's account is credited with wrong amounts of foreign bond interests or early/maturity redemption proceeds, whether because of the issuer's calculation error or for any reason that is not attributable to the Trustee, the Trustee shall be authorized to make corrections and deduct any excesses from the Trustor's account without prior notice. If the Trustor's account has insufficient balance to make the correction, the Trustor must pay the shortfall back to the Trustee immediately after being notified.
- (8) Where the product incurs cash coupons, or issuer dissolution or bankruptcy occurs, the Trustee shall handle it in accordance with the foreign trust properties custody institution's orders to process each security interest. Since the Trustee will need time to receive orders and distribute the related equity assets, the Trustor must understand that it can only initiate to process the usage of equity assets after the Trustee has fulfilled its obligation to finish the processing and distribution of related equity assets. The Trustee shall not receive the Trustor's orders for usage of equity assets before the processing and distribution of equity assets are completed.
- (9) If the bond issuer has the right to redemption in advance, the issuer shall be entitled to execute prior redemption before the maturity date, based on the product conditions, using 100% of the bond face value.
- (10) After the Trustor submits the trading order to the Trustee, it shall no longer be allowed to apply for cancellation or withdrawal.
- (11) In accordance with US tax laws, for earnings from the USA by non-US citizens or non-US residents, unless the payer of the income is entitled to tax-free status, the payer of the income shall process the withholding of US income taxes based on the type of income. If this product's bond interest income is from the USA, then the bond interest shall be tax-free as long as the recipient fills out and submits a valid W-8BEN form with the US Internal Revenue Service. If the recipient does not fill out and submit a valid W-8BEN form to the payer of the income, the payer of the income shall withhold the US income tax based on the maximum 30% tax rate, in accordance with US tax law.**
- (12) Based on the laws and regulations of the Trustor's country of registration, country of establishment, country of nationality, country of residence, or country it is located in, the Trustor may not be able to invest in or hold specific foreign bonds, or the issuer may not be able to conduct certain money trust services due to laws or regulations announced by the competent authority where the issuer is located. In such circumstances, the Trustee shall have the right to refuse to execute the Trustor's transaction orders related to the foreign bonds. Furthermore, the Trustee shall notify the Trustor regarding the termination of the Agreement for Special-purpose Money Trusts Investing in Foreign Bonds, or the automatic redemption of the redemption target held by the Trustor. The Trustor agrees to handle these matters without objection.
- (13) When the Trustor entrusts the Trustee to execute transactions with validity periods, there may be different business days and holidays in Taiwan and the indicated exchange during the validity period. The Trustor shall clearly understand the business day and holiday status of Taiwan and indicated market before executing transactions with validity periods, and shall order the Trustee to execute the transactions with validity periods at the best possible time. Otherwise, the Trustee shall have the right to terminate the execution of the Trustor's transactions with validity periods at any time.
- (14) Transactions with validity periods, the regulations on the number of valid days, and other limitations shall be processed in accordance with the Trustee's regulations and feasible methods.

- ix. Settlement methods:
1. If the balance of the Trustor's account does not reach the aforementioned earmarked amount, then the Trustee shall be entitled to not conduct the aforementioned subscription transaction.
  2. In the event that the confirmed transaction amount of the subscription is greater than the earmarked amount, the Trustor authorizes the Trustee to directly transfer the shortfall from the Trustor's deposit accounts with the Trustee. If the transaction involves different currencies, then the middle rate of the Trustee's board exchange rate shall be used for calculations. If the Trustor's deposit account with the Trustee is insufficient to make up the shortfall and the Trustor cannot make up the amount before the deadline upon notification by the Trustee, then the Trustor authorizes the Trustee to directly sell held securities at market price; proceeds from the sale shall be used to make up the shortfall and pay all relevant fees that arise. Any surplus amount shall be returned to the Trustor's deposit accounts with the Trustee or other accounts as previously agreed upon.
  3. The Trustor agrees that the Trustee is entitled immediately upon finding the error in the record of the investment assets held under the Trustor's trust account to make corrections, and notify the Trustor of such error, regardless of whether the error is made by the issuer, the Trustee or the custodian bank or caused by any other reasons. If the errors are found after the investment assets are redeemed, the Trustor agrees to immediately return all redemption proceeds back to the Trustee after receiving notification from the Trustee.
- x. Notes to offshore banking unit (OBU) customers:
- OBU Trustors are not eligible for the dispute resolution measures provided under the "Financial Consumer Protection Act." OBU Trustors shall comprehensively read all product-related documents and the characteristics of any offshore instruments. Unless elsewhere specified in the product documents or otherwise regulated by law, these products have not been reviewed or approved by the authority, and are not subject to filing or reporting requirements of the authority. They can only be recommended and traded with offshore customers under the OBU book.
- xi. Other important notes in this agreement
1. The Trustee may amend these supplementary operations regulations at any time. However, it shall be done in accordance with of Article 11 of (II) Special-purpose Money Trusts Investing in Domestic/Foreign Securities Trust Contract of II. Trust Account Provisions of this Agreement.
  2. Other related issues of the Product shall be in accordance with the Trustee General Agreement for Account Opening, Operations Regulations of Special-purpose Money Trusts Investing in Domestic and Foreign Securities, and other related documents' agreements. However, if there is difference between these supplementary operations regulations and the General Agreement for Account Opening or the Trustee Operations Regulations of Special-purpose Money Trusts Investing in Domestic and Foreign Securities' agreements, these supplementary operations regulations shall have priority. If there are conflicts between the items in these supplementary operations regulations and new laws and regulations or the Trustee's amended regulations, then the new regulations shall prevail.
  3. Issues not addressed herein shall be governed by related laws, government policies, and market practices.

### III. OTHER TERMS AND CONDITIONS

#### A. Standard Chartered Bank Notes on Collecting, Processing, and Use of Personal Data (Version 2013.10)

Dear customer, in order to provide you with better financial services and products, Standard Chartered Bank (hereinafter referred to as the "Bank") has been permitted by law to collect, process, use and transmit across borders your existing information and any information the Bank may obtain from you or any company or organization to which you work for, invest in, or guarantee (collectively referred to as "Company"). Given the fact that gathering personal information is a matter that concerns your privacy, the Bank is bound by Article 8, Paragraph 1 of the Personal Information Protection Act ("PIPA") to inform you of the following: (1) Purposes for collecting information; (2) Types of personal information collected; (3) The time, place, subject and method of which personal information is used; (4) Information owners' rights vested under Article 3 of PIPA; and (5) Impacts to information owners' interests when opting not to provide personal information.

- i. For a detailed description on the purposes and types of information gathered, and the time, place, subject and method of which personal information is used, please refer to the attached table.
- ii. Pursuant to Article 3 of PIPA, you are entitled to exercise the following rights over your personal information maintained with the Bank:
  1. Except for the circumstances described in Article 10 of PIPA, the right to inquire, review or obtain duplicate copies of information held, for which the Bank is permitted under Article 14 of PIPA to collect a small fee to cover its costs.
  2. The right to supplement or rectify personal information held by the Bank. However, Article 19 of the Implementation Rules of the Personal Information Protection Act requires you to state reasons and facts.
  3. The right to stop the Bank from collecting personal information, according to Article 11, Paragraph 4 of PIPA, in the event that the Bank is found to have violated PIPA while collecting, processing or making use of your personal information.
  4. The right to stop the Bank from processing or making use of your personal information, according to Article 11, Paragraph 2 of PIPA, should you have doubts toward the correctness of information held by the Bank. This excludes situations where you have consented in writing, or situations where the Bank is required to continue use of information as part of its business activities, provided that the area of dispute has been highlighted clearly.
  5. The right to stop the Bank from processing or making use, and to have personal information deleted from the Bank's database according to Article 11, Paragraph 3 of PIPA, when the purpose for which information was collected no longer exists or when the duration expires. This excludes situations where you have consented in writing, or situations where the Bank is required to continue use of information as part of its business activities.
- iii. If you wish to exercise the abovementioned rights vested by Article 3 of PIPA, please visit any of the Bank's nationwide branches or call the 24-hour customer service hotline at 02-4058-0088 . With the exception of mails, statements and correspondences that are relevant to the services you have applied, you may discontinue receipt of marketing mails or correspondences by dialing the Bank's toll-free service hotline at: 0800-051234.
- iv. You are free to choose whether to provide your personal information and the types of information to provide to the Bank. However, if you refuse to provide information that is necessary for due diligence or operational purposes, the Bank may not be able to offer you better services or at all. We seek your understanding in this matter.
- v. **The Bank shall reserve the right to amend "Notes on Collecting, Processing, and Use of Personal Data." You agree to have the Bank inform you of the changes made in person or through writing, telephone SMS, email, fax, electronic documents, or any methods that are reachable or accessible to you (including but not limited to web page links that provide you access to the above information).**
- vi. **If you or Company have previously signed any agreements or documents with the Bank with different terms on the gathering, processing, use and cross-border transmission of personal data, the Bank's "Notes on Collecting, Processing, and Use of Personal Data" and subsequent revisions thereof shall prevail.**

Table

Purposes	(1) To facilitate transactions between you or Company with the Bank; (2) to facilitate offering of banking services (including but not limited to deposit, mortgage, personal credit, credit card, wealth management, investment etc) by the Bank or its commissioned third parties to you; (3) To facilitate joint marketing, shared use of customers' data, and service collaborations between the Bank and third parties; (4) To prevent money laundering, manage risks such as financial crimes, internal/external fraud etc, and to assist in counter terrorism investigations; (5) To facilitate
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<p>interbank credit assessments and exchanges of financial information; (6) To verify your personal information with relevant parties (including but not limited to Joint Credit Information Center, Bureau of Labor Insurance etc); (7) To enable the Bank (including but not limited to its branches) in carrying out business activities permitted by law; and (8) To manage the Bank's operations or to satisfy administrative requirements of SCB Group (including but not limited to customer relations, risk management, database management, and tax affairs). The following table has been prepared based on "The specific purpose and the classification of personal information of the Personal Information Protection Act" published by the Ministry of Justice, and explains the purposes your personal information may be used for. However, the actual purpose of gathered information may differ depending on the individual financial service and product relationship you have with the Bank.</p>							
Service category	1. Deposits	2. Credit	3. Credit card	4. Foreign currency	5. Securities	6. Wealth management	7. Other registered services or services specified in the Articles of Incorporation or approved by the competent authority (e.g.: distribution of government bonds, treasury bills, corporate bonds and shares; storage and warehousing; leasing of safety deposit boxes; agency services relevant to registered or approved business activities; issuance of bank debentures; sale of gold ingots, gold coins and silver coins; proprietary trading of government bonds; futures introducing brokerage; issuance of cash value cards; real estate trust services; estate management; bankruptcy management and restructuring supervisor; custodian services; consultative services for investment, financial management and real estate development; joint marketing and collaborative promotions etc.)
	Purpose and code	022 Foreign currency; 036	022 Foreign currency; 067	022 Foreign currency; 067	022 Foreign currency; 036	111 Bills; 044 Investment	022 Foreign currencies

		Deposit and remittance; 067 Credit card, cash card, debit card or electronic value-stored card; 082 Integrated management of borrowing and deposit accounts; 112 Negotiable instrument clearing; 181 Other registered business activities or as specified in the Articles of Incorporation (e.g.: acceptance of deposits, currency exchange, payment and collection, and other services approved by the central competent authority)	Credit card, cash card, debit card or electronic value-stored card; 082 Integrated management of borrowing and deposit accounts; 088 Credit approval and initiation; 106 Credit service; 111 Bills; 126 Debt discounting and acquisition; 154 Credit assessment; 181 Other registered business activities or as specified in the Articles of Incorporation (e.g.: lending, commercial bill acceptance, domestic LC issuance, corporate bond guarantees, domestic banker's guarantee, foreign currency margin trading, factoring, and other services approved by the central competent authority)	Credit card, cash card, debit card or electronic value-stored card; 082 Integrated management of borrowing and deposit accounts; 088 Credit approval and initiation; 106 Credit service; 154 Credit assessment; 181 Other registered business activities or as specified in the Articles of Incorporation; (e.g.: credit card issuance, and other services approved by the central competent authority)	Deposit and remittance; 082 Integrated management of borrowing and deposit accounts; 088 Credit approval and initiation; 106 Credit service; 154 Credit assessment; 181 Other registered business activities or as specified in the Articles of Incorporation; (e.g.: exports, imports, foreign currency deposits, foreign currency lending and guarantees, purchase and sale of foreign currency cash and traveler's cheque, and other services approved by the central competent authority)	management; 082 Integrated management of borrowing and deposit accounts; 088 Credit approval and initiation; 094 Property management; 106 Credit service; 154 Credit assessment; 166 Securities and futures trading/trust/c onsultation services; 094 Property management; 181 Other registered business activities or as specified in the Articles of Incorporation; 181 Other registered business activities or as specified in the Articles of Incorporation; (e.g.: securities investment; securities financing; brokerage, proprietary trading, certification and underwriting of short-term bills; administrative services for securities issuance, transfer, registration, cash dividends, and stock dividends; certification of securities; underwriting and agency services for bond issuance; certification of issued shares and debt instruments; proprietary trading of corporate bonds and bank debentures; consultation services on bond trading, securities issuance and offering; custodian of entrusted investment capital; bond	036 Deposit and remittance; 044 Investment management; 068 Trust services; 082 Integrated management of borrowing and deposit accounts; 166 Securities and futures trading/trust/c onsultation services; 094 Property management; 181 Other registered business activities or as specified in the Articles of Incorporation; (e.g.: derivative services approved by the competent authority; money trust, trust of debt and collaterals and services regulated by the Trust Law; discretionary investment services in the form of trust; consigned trading of securities; trust of securities; securities investment consultation services; and other services approved by the central competent authority.)	business activities or as specified in the Articles of Incorporation; (e.g.: other services approved by the central competent authority)
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						underwriting agency; securities investment consultation services; and other services approved by the central competent authority)		
	Common purposes and codes	040 Marketing; 059 Gathering, processing and uses for compliance and financial supervision purposes; 060 Resolution of financial disputes; 063 Obligated gathering, processing and use of personal information by non-government agencies; 069 Management of contractual, quasi-contractual and legal relationships; 090 Consumer/customer management and service; 091 Consumer protection; 098 Commercial and technical information; 104 Account management and debt trading; 136 Information, communication and database management; 137 Information/communication security and management; 157 Survey, statistics, research and analysis; 182 Other consultative services; 001 Life insurance; 004 Land administration; 013 Public relations; 020 Management of agency and intermediate relationships; 025 Crime prevention, criminal investigation, law enforcement, correction, victim protection and rehabilitation; 030 Arbitration; 032 Criminal file management; 035 Deposit insurance; 038 Administrative execution; 039 Administrative penalty and investigation; 048 Currency management; 061 Financial supervision and inspection; 066 Insurance supervision; 078 Performance planning and evaluation; 081 Legitimate trading of personal information; 093 Property insurance; 097 Pension fund management; 107 Procurement and supplier management; 109 Education and training; 113 Handling of complaints, appeals and misconduct reports; 120 Tax administration; 121 Management of Overseas Chinese database; 122 Appeals and administrative remedies; 127 Fund raising (including charity fund raising); 129 Accounting and related services; 148 Online shopping and e-commerce; 150 Auxiliary and back-end support; 152 Advertising and management of commercial activities; 160 Certificate management; 173 Supervision by government agencies; 176 Other justified purposes for which personal information is gathered, processed and used; 177 Other financial management services; 181 Other registered business activities or as specified in the Articles of Incorporation						
Types of personal information gathered	<p>Name, ID card number, gender, date of birth, contact method and any details prompted in application forms or agreements. The types of personal information gathered by the Bank may include the following categories, as classified in "The specific purpose and the classification of personal information of the Personal Information Protection Act" published by the Ministry of Justice. Actual details of information gathered may differ depending on the customer's account, service, and the third parties involved (e.g.: Join Credit Information Center).</p> <ol style="list-style-type: none"> <li>1. Identification C001 to C003 (such as name, phone number, bank account number, credit card number, ID card number etc)</li> <li>2. Demographics C011 to C014 (such as age, gender, date of birth etc)</li> <li>3. Family C021 to C024 (such as marital status, name of spouse etc)</li> <li>4. Social status C031 to C041 (such as residential address, property possessions, passport, work permit, hobby etc)</li> <li>5. Education, technical and professional qualifications C051 to C054 (such as education background, graduating institution etc)</li> <li>6. Employment C061 to C068 (such as employer, job title, salary etc)</li> <li>7. Financial status C081 to C094 (such as income, debt, credit rating, foreign currency transactions, cheque history etc)</li> <li>8. Commercial information C101 to C103 (existing business etc)</li> <li>9. Health and others C111, C114 to C116, and C119 (such as medical treatment and diagnosis records)</li> <li>10. Other information C131 to C133 (such as email address and any information not classified above)</li> </ol>							
Duration of use	<ol style="list-style-type: none"> <li>1. For the entire duration needed to serve the underlying purposes.</li> <li>2. For the entire duration required by law (such as the Business Entity Accounting Act), or as specified in contracts or as deemed necessary to perform service activities (the longer of which); or for any longer duration agreed in writing by you.</li> </ol>							
Location of use	Any place, local or foreign, where the "Subject of use" described in the following table is located.							
Subject of use	<ol style="list-style-type: none"> <li>1. The Bank (including outsources that the Bank engages to perform services such as marketing, tax administration, telecommunication, computerized operations, database creation, processing, input/output, back-end operations, document scanning, statement printing, packaging, mailing, remittance, deposit, payment, exchange, credit assessment, collection and any transaction-related processes), the Bank's overseas branches and local and foreign related enterprises.</li> <li>2. Institutions that are permitted by law to make use of such information (e.g.: the Bank's parent company or financial holding company).</li> <li>3. Other service-related institutions (e.g.: correspondent banks, Joint Credit Information Center, National Credit Card Center, Taiwan Clearing House, Financial Information Service Co., Ltd., Taiwan Stock Exchange Corporation, Taiwan Futures Exchange Corporation, Taipei Exchange, Taiwan Depository &amp; Clearing Corporation, Bankers Association, Financial Ombudsman Institution, credit guarantors, credit card organizations, acquirers and merchants, Small and Medium Enterprise Credit Guarantee Fund, any third parties that the Bank and its domestic/overseas related enterprises have outsourced processes to, receivers of cross border-transmitted information that are not subject to the governance of the central competent authority, and any institutions the Bank has business relationships with).</li> <li>4. The financial supervisory authority and any authorized institutions.</li> <li>5. Parties consented by the customer (e.g.: the Bank's joint marketing partners, shared users of customers' information, and promotional partners of the Bank).</li> </ol> <p>The abovementioned subjects to which personal information is disclosed shall include, but are not limited to: (1) The Bank's parent company, its subsidiaries, and any subsidiaries/related enterprises/offices/branches of the financial holding company at any location (collectively referred to as "Approved Parties" below); (2) Any service providers offering services under duties of confidentiality to the Approved Parties; (3) Any actual or potential participants, or transferrers, transferees or bearers of rights/obligations (including agents and consultants) in any contractual relationship the Bank has with you or Company; (4) Any credit rating agency, any insurance company or insurance agent of the Approved Parties, or any party that offers direct or indirect credit protection for the benefit of Approved Parties; (5) Any government or quasi-government agencies, administrative or supervisory authorities, courts or arbitration tribunals that possess jurisdiction over the Approved Parties.</p>							
Method of use	Information is to be used in both automated and non-automated means in manners that comply with the Personal Information Protection Act, including but not limited to filing, disclosure, referral, exchange, processing, cross-border transmission, and any							

methods deemed reasonable.
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## B. Risk Disclosure Statement for Renminbi Business Handled by Designated Foreign Exchange Bank

As Renminbi (“RMB”) is subject to the relevant laws and regulations stipulated by Taiwan and Mainland China, the Party to the Agreement (the “Party”) may be exposed to the following risks when engaging Standard Chartered Bank (Taiwan) Limited (the “Bank”) in the RMB business:

- i. **The Party shall be fully aware that the purchase/sale or clearing and settlement of RMB are subject to relevant regulations and restrictions, and that it may need to convert the assets or liabilities denominated in RMB it held into other currencies for collecting or receiving payments due to changes in laws and regulations or policies, or restrictions on RMB clearing services.**
  - (1) The purchase and sale limit of RMB shall be handled in accordance with relevant requirements of foreign exchange business and may be different from that of other foreign currencies. The Party who collects or receives RMB because of the handling of RMB products (including derivatives) shall be aware of the limit, schedule, and relevant procedures for purchasing and selling RMB.
  - (2) The assets, liabilities, or payment obligations held by the Party arising from RMB transactions may be affected due to changes in laws and regulations or policies, or restrictions on RMB clearing services; as a result, the demand and supply of RMB funds in the public market may be impacted, which will further affect the clearing and settlement of relevant transactions. Although the Bank used reasonable endeavors to seek alternative channels and methods for handling subsequent RMB transaction applications that the Bank had accepted, the Bank, if necessary, reserves the right to use other currencies by applying the prevailing market rate for the clearing and settlement at its discretion.
  - (3) When applying for RMB loans, the Party shall consider its ability to repay the loans in RMB funds on the due date of such loans. If the Party cannot repay the loans in RMB and has to use other currencies to make the repayments, the Party may be exposed to currency conversion risk.
  - (4) When the Party applies for RMB loans, a lending amount or credit limit will be specified in the loan agreement between the Party and the Bank. However, due to changes in laws and regulations or policies, or restrictions on RMB clearing services, the Party will be exposed to the risk of a shortage of funds when the Bank provides the loans. If the Bank provides the loans in other foreign currencies, the Party may be exposed to the currency exchange risk due to fluctuations in foreign exchange rates.
- ii. **The Party shall fully understand that the inward and outward remittances of RMB into and out of Mainland China will be subject to the restrictions of laws and regulations in Mainland China.**
  - (1) The inward and outward remittances of RMB into and out of Mainland China will be prohibited if the Party does not meet the identity qualification required by Mainland China. If the Party remits RMB to Mainland China, but the remittance is rejected due to the aforementioned reasons, the Bank will be assisting in returning the remittance to the Party. However, the postage, telex fees, and fees charged by overseas correspondent banks shall be borne by the Party and will be deducted directly from the remittance amount. The Bank may need to unwind transactions by converting the remittance amount into the original currency in order to comply with applicable regulations stipulated by the competent authority in Mainland China, and the Party may suffer a loss due to fluctuations in currency exchange rates. The Party is advised that the laws and regulations in Mainland China may change from time to time.
  - (2) If the Party wishes to use the RMB loan proceeds in Mainland China, the Party shall obtain prior approval from the competent authority in Mainland China for the inward and outward remittances of RMB funds into and out of Mainland China and shall make a foreign debt registration in accordance with the applicable regulations governing foreign debts in Mainland China. If the Party fails to comply with the relevant laws and regulations stipulated by Mainland China, which results in the remittance of RMB funds being restricted or rejected, the relevant interest accrued on the loans and any other expenses arising therefrom shall be borne by the Party.
- iii. **The Party shall be fully aware that RMB derivatives will be affected by factors other than the market, which may change their transaction risks and valuation results.**
  - (1) In addition to general factors such as changing market conditions, derivatives involving RMB will also be affected by changes in laws and regulations or policies in Mainland China/other regions, or the restrictions on RMB clearing services. These factors may affect the demand and supply of RMB funds in the market and further lead to huge volatility in foreign exchange rates, interest rates, or other relevant linked targets, which may affect profits and losses on the transactions and market valuation.
  - (2) When undertaking relevant transactions involving RMB, the Party may be exposed to increased transaction risks or valuation loss because the availability, liquidity, and negotiability of RMB may be affected by the restrictions on RMB clearing services, transactions in private markets, or the occurrence of exceptional circumstances.
- iv. **The Party shall be fully aware that the clearing and settlement of transactions and valuation results may be affected because RMB exchange rates and other prices may also be applicable to other linked targets in different markets.**
  - (1) Currently, RMB exchange rates include onshore exchange rates (within Mainland China) and offshore exchange rates (outside of Mainland China). The latter may have various exchange rate indicators and trading markets. Different exchange rate indicators may derive other applicable interest rates or relevant linked targets. The aforementioned indicators may approach or deviate from each other due to market liquidity and other factors. Therefore, the prices of applicable targets derived from the indicators may be affected. The basis of clearing/settlement and market valuation of derivatives involving different exchange rates or linked targets may vary and shall be in accordance with the contents described in contracts. Before undertaking a transaction, the Party shall fully understand exchange rates, interest rates, and prices of relevant linked targets that are applicable to the transaction and shall assess transaction risks and losses that may occur.
  - (2) Given that there are various factors resulting in market fluctuations that may lead to huge volatility in foreign exchange rates, the Party may be exposed to transaction risks or may suffer valuation loss due to volatile market conditions or the occurrence of extraordinary events. The Party shall consider its financial condition and its ability to bear risks before engaging in the transactions. The Party shall fully understand the finance, accounting, tax, and relevant legal issues involved in the transactions. The Party acknowledges and agrees to be held responsible for any transaction risks and losses that may involve in the transactions.
- v. **The Party understands and agrees that the Bank’s RMB business is subject to relevant laws, regulations, and orders on the cross-border clearing of RMB set by relevant competent authorities and further subject to the terms and conditions, rules, administrative guidance, requirements, or regulations of relevant clearing and settlement agreement(s), commissioned settlement agreement(s), clearing banks, commissioned banks, and clearing/settlement systems. The Party agrees that the Bank may refuse to undertake any transaction applications that fail to meet the aforementioned regulations and that the Bank may have to adjust or restrict part of its services due to the said restrictions, or to take necessary measures among the Party’s RMB account(s), or to submit relevant evidence and documents to relevant competent authorities or clearing and settlement bank(s). The Party who undertakes cross-border trade in RMB shall provide relevant evidence and documents to meet the definition and institutional requirements of the cross-border trade and clearing. The remittances which do not comply with the above conditions can only be settled by offshore (outside of Mainland China) RMB, and the Bank cannot offset nor clear/settle with RMB clearing banks or agents. The Party agrees that the Bank may take necessary measures among the Party’s RMB account(s) to comply with the aforementioned regulations. The Bank will not accept any transactions involving RMB cross-border trade applied for by an applicant who commits serious violations against the**

regulations set forth in the Governing Foreign Exchange Business of Banking Enterprises stipulated by the Central Bank.

**vi. The Party confirms that it fully understands the aforementioned important notes and potential risks before undertaking this RMB business.**

vii. The Party understands and agrees on the contents of the Statement on Collection, Processing, and Utilization of Personal Data (hereinafter referred to as the "Statement") provided by the Bank in writing in accordance with the regulations set forth in the Personal Data Protection Act, and relevant personnel to whom the Bank has delivered or will deliver the personal data provided by the Party. Moreover, the personnel has agreed to comply with the contents of the Statement and relevant laws and regulations governing the collection, processing, and utilization of the personal and transaction data. In the event that the Statement is amended, the Party agrees that the Bank will inform the amended items via verbal words, in writing, over the phone, via text messages, email, fax, electronic documents, or other means that can effectively make the information known or available to the Party, and the Bank will deliver the amended Statement to relevant personnel.

**viii. The Party confirms that it fully understands the aforementioned important notes and potential risks before undertaking this RMB business.**

**Appendix**

Statement on Collection, Processing, and Utilization of Personal Data

- (1) The name of the non-government agency: (Mainland Chinese Bank) Bank of China Taipei Branch ("BCTB") and Standard Chartered Bank (Taiwan) Limited (the "Bank")
- (2) Purpose of collection: To handle RMB clearing and settlement, financial supervisory, management and inspections, contracts, matters that may be related to contracts or other legal relationship management, and other purposes described in the Bank's Statement on Collection, Processing, and Utilization of Personal Data.
- (3) Types of personal data: Details are described in relevant service application forms or the content of contracts, including name, Taiwan ID card number, Mainland Travel Permit (MTP) for Taiwan Residents number, gender, date of birth, household registration record, contact information, signature sample, and so on. The personal data shall be based on those provided by the authorized personnel, relevant remitters and payees, or customers of the Bank due to this clearing/settlement service, and collected from the authorized personnel, relevant remitters and payees, or customers/third parties of the Bank.
- (4) Time period, territory, recipients, and methods for the use of personal data
  1. Time period: (1) for the entire duration needed to serve the underlying purposes; or (2) for the retention period in accordance with the relevant laws and regulations stipulated by Mainland China or Taiwan (e.g., Taiwan's Business Entity Accounting Act), in line with business needs to perform services, or specified in individual contracts (whichever is later shall prevail).
  2. Recipients: (1) BCTB, headquarters and other overseas branches of BCTB, and institutions commissioned by BCTB to handle business; (2) the institutions in relation to relevant business (e.g., correspondent banks, participating banks, Joint Credit Information Center., Taiwan Clearing House, Financial Information Service Co., Ltd., and so on); (3) recipients who receive personal data through cross-border transfers that are not prohibited by the competent authority; (4) institutions that have authority over the aforementioned institutions in accordance with applicable laws and regulations or subjects that are agreed by supervisory institutions, the Bank, and/or data subjects; and (5) subjects described in the Bank's Statement on Collection, Processing, and Utilization of Personal Data.
  3. Territory: domestic and foreign areas where the aforementioned recipients are located.
  4. Methods: those that are described in the Bank's Statement on Collection, Processing, and Utilization of Personal Data.
- (5) a data subject may exercise the following rights and methods in accordance with Article 3 of the Personal Data Protection Act:
  1. make an inquiry about or request to review or obtain copies of the personal data held by BCTB/the Bank. However, BCTB/the Bank may charge a fee to cover necessary costs in accordance with Article 14 of the Personal Data Protection Act.
  2. request BCTB/the Bank to supplement or correct the data. However, the authorized personnel, relevant remitters and payees, or customers of the Bank shall state reasons and facts according to the Act.
  3. request BCTB/the Bank to cease collecting, processing, or utilizing the data. However, BCTB/the Bank may continue to process or utilize the data in order to carry out business activities and fulfill statutory obligations.
  4. request BCTB/the Bank to delete the data. However, BCTB/the Bank may continue to process or utilize the data in order to carry out business activities and fulfill statutory obligations.
- (6) The impact on data subject's rights and interests when choosing not to provide personal information: The authorized personnel, relevant remitters and payees, or customers of the Bank are entitled to choose whether or not to provide relevant personal and transaction data. However, BCTB/the Bank may not be able to provide RMB clearing and settlement services nor relevant financial services if the authorized personnel, relevant remitters and payees, or customers of the Bank refuse to provide the said data.

## C. Product Information and Risk Disclosure Statement for Non-discretionary Money Trust Investments in Foreign Stocks, Exchange Traded Funds, and Bonds

### i. Explanation and Risk Disclosure Statement of Foreign Stocks

#### 1. Introduction to Foreign Stocks

- (1) Foreign stocks comprise ordinary shares, preferred shares and depository receipts. Ordinary shares refer to shares that entitle the holder to ordinary rights in terms of corporate management and distribution of profits and properties. When a company's earnings rise, shareholders of ordinary shares are likely to gain better returns. Nevertheless, when the company undergoes liquidation or distributes dividends, shareholders of ordinary shares are the last priority to receive, after creditors and shareholders of preferred shares.
- (2) Preferred shares have characteristics of ordinary shares and bonds. Normally holders of preferred shares can receive fixed dividends; however, the distribution of dividends shall depend on the issuer's profitability. The issuer is entitled to repurchase preferred shares earlier at a price determined by the market. Generally preferred shares have a maturity date, though some preferred shares are perpetual bonds.
- (3) Depository receipts are certificates that represent a certain amount of domestic companies' stocks. They are transaction certificates issued in foreign countries by international depository banks for stocks that have already been issued domestically. Depository receipts issued in the USA are American Depository Receipts (ADRs), and those issued in Europe are European Depository Receipts (EDRs). Global Depository Receipts (GDRs) generally refer to depository receipts traded in both American and European major markets. Depository receipts have the same rights and obligations as those of ordinary shares represented thereby.

#### 2. Information and Report Requiring Attention in Investment

##### (1) Company Introduction

A Trustor shall understand the company to be invested in, and the company profile shall include the following key points:

- A. Company profile: An introduction to the company's industry, products, and revenue.
- B. Revenue breakdown: Revenue breakdown and ratios by product lines.
- C. Share price trend and performance: A display of historical share prices.
- D. Issued amount: Total issued amount of outstanding listed shares or depository receipts.
- E. Earnings growth: The company's annual earnings growth rates in the past.
- F. Revenue of the previous year: Total operating income of the company for the previous fiscal year.
- G. Book value: Book value refers the actual asset value of shares, namely the company's total net assets (total assets minus total liabilities) divided by the number of issued shares.
- H. Market value: The total number of outstanding shares multiplied by the share price, which can also be deemed as the company's total value on the market.
- I. Return on Equity (ROE): The ratio of shareholders' return on investment, which is commonly used to compare companies in the same industry or a company's income trend. The calculation method is to divide the company's net income by shareholders' equity, which demonstrates how efficiently the company generates resources provided by shareholders.
- J. Long-term debt-to-capital ratio: A measurement of the company's financial leverage efficiency to demonstrate the ratio of long-term debts to capital.
- K. Dividends: The total cash dividends distributed per share every past year.
- L. Dividend rate: Annual dividends per share divided by the price per ordinary share.
- M. Earnings per share: A ratio most commonly referred to in explaining the company's growth rate and income rate, and is equivalent to total earnings divided by the number of issued shares. It represents the return on shares invested in by shareholders. Earnings per share over a period of time may be adopted for comparison with other companies in the same business or industry to manifest the whole picture of relevant performance.
- N. Price-to-Earning Ratio: It represents the amount the market is willing to pay for a company's profits and is equivalent to the share price divided by earnings per share. It reflects a view on the company's outlook and possibly indicates whether its share price is overvalued or undervalued in comparison with other companies of the same nature.

##### (2) Prospectus

Attention must be paid to the following details when reading a prospectus:

- A. Summary: The company's history overview, business category, plan and outlook, and a timeline of issuance.
- B. Risk: Risk reveals key parts of the company where errors are likely to occur, the company's markets, or economic environment of its operations.
- C. Industry overview: The industry the company is engaging in and its industry outlook.
- D. Business: The company's performance in income, profits and dividends.
- E. Management: Background, history and qualifications of directors and senior managers.
- F. Utilization of profit: Purpose of funds, such as development, debt repayment, or return to existing shareholders.
- G. Future plan and prospect: Management's strategies.
- H. Data source: The prospectus can be accessed on the website of the stock exchange in which the company's stocks are listed or on the company's official website.

##### (3) Annual report

Annual reports allow investors to understand the company's operating status, and can be accessed on the website of the stock exchange in which stocks are listed or on the company's official website. The first few pages of the annual report is an overview of the company's objectives and realization of objectives. You may research the following parts in more detail in the annual report:

- A. Chairman's statement: A summary of the company's activities over the past year, overview of ongoing changes, realized and unrealized objectives and goals to be built, future outlook, and actions for the next year. Other data, including dividends to be distributed, details of directors' stock option plan, major shareholders, major customers and suppliers, relevant transactions, etc.
- B. Sales and markets: Including products sold by the company, selling time, selling location, and selling method, as well as product content, department, and range of operations.
- C. A 10-year summary of financial data: Can be read to determine whether annual income and revenue have increased.
- D. Management discussion and analysis: Focus on discussions about significant financial trends in the past few years.
- E. CPAs' opinion: Opinions proposed by CPAs regarding the company's finances.
- F. Financial statements: Viewing sales, profits, research and development expenditure, as well as changes in inventory and debt standards.
- G. Subsidiary companies, branches and addresses: Headquarters, overseas sales networks, and products and trademark names owned by the company.
- H. Names of directors and senior employees: Number of directors, and names of internal and external personnel.
- I. Share price history: Overall trends of the share price in a timeline and records of distributed dividends by the stock exchange in which the company's shares are listed.

#### 3. Company's relevant activities

- a. Dividends: Dividends are partial earnings the company returns to shareholders by means of cash dividends or share dividends. Dividends can provide regular and consistent returns, but dividend payouts are not a required responsibility of the company. When investors buy stocks in company that has stable earnings growth, then as the company continues to grow, dividends are likely to increase and thus push return on investment higher. On the dividend declaration date, the Board of Directors announces the payment date, the number of share dividends or amount of cash dividends, and the ex-dividend date.
  - b. Share split: If the company's shares perform well and the share price is relatively high, the company may split shares to lower the share price and increase the number of shares. The company hopes to attract share capital through share splits, especially from investors who cannot afford expensive stocks. A share may be split into two shares, ten shares, or any other ratio set by the company. For instance, A owns 100 shares of Company ABC, and each share is NT\$100. Company ABC believes a share price of NT\$100 per share is too high, so it announces that each share will be split into two. After the share split, the number of shares held by A is 200 and the share price changes into NT\$50 per share according to the split ratio. The total invested amount is the same before and after the split (100 shares\*NT\$100/share = NT\$10,000, 200 shares\*NT\$50/share = NT\$10,000, both are the same).
4. Relevant income
- a. Capital gains: If an investor buys a stock at a certain price and then sells it at a higher price, the profit earned is referred to as capital gains.
  - b. Dividends income: Investors holding stocks are generally referred to as shareholders, and shareholders are entitled to share the company's earnings. Dividends are distributed from earnings, with each share as one share. Dividends may be paid in the form of cash dividends or share dividends.
  - c. Exchange gains: If the investor invests in foreign stocks denominated in a foreign currency through an TWD-denominated trust, and redeems stocks at a time such foreign currency appreciates against TWD, then the investor makes exchange gains.
5. Investment risk disclosure: Risks disclosed by the Bank herein are general, and may not be fully detailed regarding transaction risks and factors affecting market conditions. Therefore, the Trustor shall be reminded to fully understand the nature of the product as well as related financial, accounting, taxational or legal matters, and assess personal financial conditions and risk tolerance before making a decision on investment, so as to avoid suffering from intolerable losses due to trading.
- a. Market risk: The share value may increase or decrease over a period of time as a result of economic changes or the occurrence of other events having an impact on the market, thus affecting investment gains/losses.
  - b. Operating risk: Changes in the company issuing stocks held by the investor, such as operations affected by economic changes or errors in the company's operating guidelines, or inappropriate financial operations or deployment of funds, thus resulting in a sales downturn, which causes the company's share price to drop. This is known as operating risk.
  - c. Exchange rate risk: Because of fluctuations of currency exchange rates, if a product is denominated in a foreign currency, and the investor invests in it using TWD or currencies other than the one in which the product is denominated, the investor shall pay heed to possible exchange rate risks arising from the conversion of currency into TWD or the original currency upon dividends payout or redemption of invested amount.
  - d. Industry risk: Changes in a specific industry's environment may spur high risks, thus causing such industry's relevant share prices to drop.
  - e. Principal risk: The Trustor must understand that the product's market trading price is subject to huge fluctuations and there is no upper and lower limits on price movements. Consequently, the it is possible to lose all principal at maximum.
  - f. Local transaction's market risk: The Trustor shall understand the product is traded in foreign securities markets and transactions are conducted in accordance with local laws and the rules of the local exchange, which may differ from the R.O.C. Securities and Exchange Act. The investor must understand the product's actual trading time may be different from that in Taiwan. Therefore, once a transaction is confirmed, it cannot be cancelled, and the investor must assume all local market risks.
  - g. Early close / trading halt risk: If a stock exchange or market closes trading earlier or introduces a special mechanism to halt trading, it will restrict the ability to buy or sell specific securities, and the actual transaction price will possibly result in trading losses.
  - h. Foreign investment risk: Foreign stocks are subject to larger volatility. Reasons for the volatility include political and economic development, public security, demographic changes, market inefficiency, or incompleteness and inaccuracy of investment information. These factors may incur investment risks.
  - i. Withholding tax: Because stocks are listed in different countries, tax rate regulations applicable to the interest, dividends, and capital gains of stocks are different. Applicable tax regulations shall follow laws and regulations of local governments where stocks are listed. A non-American purchasing US-listed stocks will be subject to withholding tax on cash dividends paid out, which will affect returns after tax.
  - j. Taxation risk: The Trustor shall pay taxes upon payment in accordance with relevant taxation. Should taxation laws change afterwards, the Trustor shall pay taxes in accordance with relevant taxation laws. The Trustor's returns may be different from his/her expectations at the time of subscription.
  - k. Liquidity risk: The product may, as a result of low liquidity or other factors, result in no settlement or partial settlement. The Trustor shall pay attention to the price risk and market risk derived from liquidity risk. It is possible for the number of shares of this product held to be insufficient, with the number of shares held being less than the minimum requirement for the number of shares sold, therefore there is a risk that the product cannot be sold.
  - l. Credit risk: The risk of the company's inability to pay interest, dividends or principal, or perform other obligations according to the agreement.
  - m. Interest rate risk: The market price may be affected when the market interest rate changes; thus, losses may occur to the original invested amount.

Only the officer who may receive orders to trade according to the competent authority's regulations and is appointed by the Trustor may conduct transactions. Please contact the Trustor's financial advisor.

ii. Explanation and Risk Disclosure Statement of Exchange Traded Funds (ETFs)

1. Introduction to ETFs

- (1) Exchange Traded Funds possess the liquidity and convenience of stocks, as well as the investment diversification and compliance rules of mutual funds, making them highly sought after by global investors. More and more institutional investors or natural investors include ETFs in their investment portfolios in order to achieve the goal of allocating assets and diversifying investment risks.
- (2) ETFs are managed passively. They are funds tracking changes in underlying indices and listed on stock exchanges. Because the purpose of ETFs is to "track underlying indices," the Trustor buys ETFs to obtain a rate of return similar to changes in underlying indices. Furthermore, in general mutual funds underperform compared to the market. ETFs remove the interference of manmade factors in mutual funds, thereby avoiding the possibility of selecting the wrong mutual funds when expecting a bullish market.
- (3) The objective of investing in ETFs is to track the performance of underlying indices by passive management to gain returns. As a result, fund managers use all sorts of financial instruments, such as stocks, bonds, swaps, futures, futures options, forwards, and other financial derivatives, to achieve the objective.

2. Product features

- (1) Simplicity: Invest in stocks or bonds based on the composition and weightage of the underlying index to track the performance of the underlying index.
- (2) Low cost: In comparison with actively-managed mutual funds that frequently adjust investment portfolios in general, ETFs tend to adopt a buy-and-hold strategy and only change along with the adjustment of the constituent composition of the underlying index, which leads to comparatively lower trading costs for investment conversion without additional payment for investment research and analysis. Thus, the operating cost and management fees are lower than actively-managed mutual funds in general.

- (3) Diversification: An investment portfolio of an ETF contains major constituents of the underlying index, which not only saves investors the trouble of selecting stocks, but also avoids the risks arising from investing in individual stocks.
  - (4) Transparency: ETFs reflect the return of the underlying indices. All relevant information are public and transparent, and all information including details of investment products held by ETFs can be accessed on public websites, allowing investors to comprehend and access information with ease.
  - (5) Flexibility: Investors can trade on the open market on business days of the ETF-listed stock exchange through a non-discretionary money trust. Investment strategies are flexible.
  - (6) Variety: ETFs come in various types, and offer a diverse selection of investment regions and industries.
3. Product application
    - (1) Asset allocation: Investing in ETFs can diversify the risk of a single stock or securities, and establish an investment portfolio that covers different markets (including countries, industries, and regions), which diversifies the specific risk of over-concentration of assets in sectors or regions.
    - (2) Core-satellite strategy: ETFs may be used to form a core-satellite strategy. ETFs with lower volatility can be included in the core portfolio, while ETFs with active investments or higher market volatility may be selected for the satellite portfolio to perform active management. Thus, investors may achieve excessive returns from the investment portfolio.
  4. Product categories
    - (1) Global ETFs: The underlying indices tracked are global indices. Systemic risk is one of the major risks of such ETFs.
    - (2) Regional ETFs and country ETFs: The underlying indices tracked are regional and single-country indices. Such ETFs have regional concentration risk and single-country risk. Furthermore, some investment areas are emerging markets, so capital control and liquidity are among the major risks.
    - (3) Industrial ETFs: The underlying indices tracked are industrial indices, which track specific industrial stock indices in a single country or worldwide. The major risks of such ETFs are the risk of concentration in a single industry risk and regional risk.
    - (4) Bond ETFs: The underlying indices tracked are bond indices. The major risks of such ETFs are interest rate risk, inflation risk, and credit risk.
    - (5) Investment categories only limited to professional investors: Given that professional investors' asset scale, professionalism, and risk tolerance are higher than those of non-professional investors, the laws allow the trust enterprise to accept professional investors to invest in designated ETFs through non-discretionary money trusts, which differs from non-professional investors. In addition to holding stock and bond ETFs, professional investors can also invest in ETFs that hold commodities, options, swaps or other financial derivatives with higher investment risks or more complicated product structures, categories of which include inverse, commodity, leveraged and structure. If the laws regarding professional investors or trustees change, arrangements shall be made in accordance with new regulations. The major risks are price volatility risk, methodology risk, concentration risk, counterparty risk, credit risk, contract roll-over risk, and risk of inconsistency between accumulated return of ETF and cumulative performance of underlying indices.
    - (6) Other categories: Other ETFs managed based on fixed investment rules and themes outside of the abovementioned categories.
  5. Investment risk disclosure
 

Reference assets consist of ETFs. ETFs track the performance of underlying indices by investing in physical assets and financial derivatives, in order to achieve risks and returns similar to underlying indices. Nevertheless, ETFs that invest in derivatives are also confronted with the counterparties' credit risk and other risks. If counterparties default, potential credit losses and/or losses from expected performance of underlying indices may occur. Furthermore, there are some tracking errors between the actual performance of ETFs and return on underlying indices. This is related to investment costs of ETFs (will affect prices of ETFs), possibly resulting in the investment performance of ETFs being lower than underlying indices. Risks disclosed by the Bank herein are general, and may not be fully detailed regarding transaction risks and factors affecting market conditions. Therefore, the Trustor shall be reminded to fully understand the nature of the product as well as related financial, accounting, taxational or legal matters, and assess personal financial conditions and risk tolerance before making a decision on investment, so as to avoid suffering from intolerable losses due to trading.

    - (1) Systemic risk: Even though ETFs are passive investments in a diversified portfolio, which helps alleviate non-systemic risk and stock-selection risk, they still carry the risk from the entire market.
    - (2) Local market risk: The Trustor shall understand the product is traded in foreign securities markets and transactions are conducted in accordance with local laws and the rules of the local exchange, which may differ from the R.O.C. Securities and Exchange Act. The investor must understand the product's actual trading time at its exchange may be different from that in Taiwan. Therefore, once a transaction is confirmed, it cannot be cancelled, and the investor must tolerate all local market risks.
    - (3) Price volatility risk: The Trustor must understand the product's market trading price is subject to huge fluctuations and there is no upper and lower limits on price movements. Consequently, it is possible to lose all principal at maximum. In addition, the trading prices may not be the net values announced by the fund management company; instead, they may be higher or lower than the net values announced by the fund management company.
    - (4) Passive investment risk: ETFs are not managed in a proactive manner. Fund management companies would not attempt to pick and choose a specific listed stock, or adopt defensive measures in unfavorable conditions.
    - (5) Tracking error risk: Since fund management companies of ETFs collect management fees from fund holders, and since there exists a small amount of disparities between fund assets and constituents of the tracked indices, this may lead to the risk of some disparity between the net asset values and underlying indices of ETFs.
    - (6) Exchange rate risk: If a product is denominated in a foreign currency, and the investor invests in it using TWD or currencies other than the one in which the product is denominated, the investor shall pay heed to possible exchange rate risks arising from the conversion of currency into TWD or the original currency upon dividends payout or redemption of invested amount.
    - (7) Methodology risk: Possible investment methods include stocks, bonds, or other financial instruments. If losses occur from the aforementioned investment, the biggest possible loss is the loss of the entire invested amount.
    - (8) Concentration risk: If ETFs concentrate investments in a specific product, industry, or country, then the objective of diversifying investments will not have been achieved.
    - (9) Correlation risk: The investment goal of ETFs is to pursue the performance of underlying indices before the deduction of funds-related expenses. Movements of ETFs may be closely related to movements of underlying indices tracked; however, high correlation is not guaranteed. Factors affecting the correlation include trading costs, investment methodology, asset scale and liquidity, dividends, commissions, charges, conversion costs, relevant income, and accounting standards, which may cause inconsistency of performance between ETFs and tracking indices.
    - (10) Counterparty risk: In order to attain the investment goal, ETFs may require cooperating with counterparties. If counterparties undergo bankruptcy or other factors that affect their financial status, they will bring negative impacts on the performance of ETFs.
    - (11) Credit risk: Negative impacts imposed on the performance of ETFs when the issuers or guarantors, counterparties, and investment underlyings of ETFs cannot pay interest or principal due to a credit default.
    - (12) Early close / trading halt risk: If a stock exchange or market closes trading earlier or introduces a special mechanism to halt trading, it will restrict the ability to buy or sell specific securities and impact the rebalancing of ETF portfolios. Thus, the actual transaction price will possibly result in trading losses.
    - (13) Stock risk: Stock markets have huge volatilities. The values of securities, futures, options contracts, or other instruments related to stock markets may fluctuate drastically on a daily basis, thereby causing the values of ETFs to drop.

- (14) Exchange rate risk from underlyings: If an underlying of an ETF is denominated in a currency other than the ETF's denominated currency, the fluctuation of exchange rate of the two currencies will change the asset value of the ETF. Generally speaking, if the denominated currency of the underlying appreciates, it will impose positive impacts on the ETF asset value; if the denominated currency of the underlying depreciates, it will impose negative impacts on the ETF asset value.
- (15) Emerging market risk: Emerging markets carry risks larger than developed markets. Such risks include liquidity, price volatility, foreign investment restrictions, government interference in economy, unsound policies, and social, economic and political uncertainty, which result from the smaller size of its capital market.
- (16) Foreign investment risk: Foreign stocks are subject to larger volatility. The reasons for the volatility include political and economic development, public security, demographic changes, market inefficiency, or incomplete and inaccurate investment information, which may fail to meet standards and thereby incur investment risks.
- (17) Geographic risk: If underlyings concentrate on a single country, certain countries or regions, especially countries or regions with excessive political or economic control, the fund asset value would be subject to relatively larger volatilities.
- (18) Liquidity risk: Under certain circumstances, when a transaction of underlyings or financial instruments of ETFs is interrupted, quotations and relevant processing would be determined by the fund company. It is possible that the product may become unable to sell or the transaction may be partially filled. The investor shall pay attention to the price risk and market risk derived from liquidity risk. If the number of shares held is less than the minimum requirement for the number of shares sold, there is a risk that the product cannot be sold. In cases where the selling is conducted by means of price negotiation, there is a risk of the product being sold at a price lower than the actual market price.
- (19) Market risk: General speaking, when underlying indices tracked by ETFs rise, the asset values of ETFs rise as well, and vice versa.
- (20) Investment portfolio turnover risk: Frequent transactions or redemptions of the ETF investment portfolio will increase the turnover of the investment portfolio. A high turnover rate will increase costs and may increase tax imposed on capital gains at the same time.
- (21) Fund liquidation risk: If the fund's net asset value falls below the required minimum net asset value on any specific valuation day, the fund management company will sell all assets held to proceed with liquidation. The Trustee will notify the Trustor after receiving the relevant information, and deal with relevant affairs appropriately based on the trust account agreement between the Trustee and the Trustor.
- (22) Withholding tax: Because ETFs are listed in different countries, tax rate regulations applicable to the interest, dividends, and capital gains of stocks are different. Applicable tax regulations shall follow laws and regulations of local governments where stocks are listed. A non-American purchasing US-listed ETFs will be subject to withholding tax on cash dividends paid out, which will affect returns after tax.
- (23) Taxation risk: The Trustor shall pay taxes upon payment in accordance with relevant taxation. Should taxation laws change afterwards, the investor shall pay taxes in accordance with relevant taxation laws. The return on investment may be different from expectations at the time of subscription.
- (24) Risk of investment products for professional investors: Professional investors can invest in ETFs that hold not only stocks and bonds, but also commodities, options, swaps or other financial derivatives. In addition to the major risks mentioned above, attention shall be paid to additional risks possibly generated from special investment targets and use of financial instruments other than stocks and bonds, such as the commodity risk and tracking error risk. Investment risk of commodities ranges from contango, backwardation, or renegotiation upon maturity, to inconsistency between daily performance of underlying indices of inverse, leveraged, and inverse leveraged ETFs and accumulated performance of such underlying indices, or even extreme tracking error and methodology risk.

### iii. Risk Disclosure Statement of Foreign Bonds

#### Investment risk disclosure

Risks disclosed by the Bank herein are general, and may not be fully detailed regarding transaction risks and factors affecting market conditions. Therefore, the Trustor should be reminded to fully understand the nature of foreign bonds to be invested in as well as related financial, accounting, taxational or legal matters, and assess personal financial conditions and risk tolerance before making a decision on investment, so as to avoid suffering from intolerable losses due to trading.

- (1) Market risk: Bond values are determined by the credit rating of the issuer, credit spread, and market interest rate, while bond income is determined by the fixed income or capital gains on rising bond prices. Based on the issuer's credit rating, there may be differences in the security and volatility, and investment returns and risks can also vary because of market performance.
- (2) No maturity risk: If the investment target is perpetual securities with no maturity day, unless otherwise agreed, the issuer is not obligated to redeem such securities, and the Trustor has no right to request the issuer to redeem such securities.
- (3) Issuer's early redemption risk: If the issuer exercises the right to redeem bonds earlier, it will shorten the expected investment period.
- (4) Reinvestment risk: If the issuer exercises the right to redeem bonds earlier, the Trustor will have reinvestment risks from reinvesting the investment principal along with accumulated interest in other appropriate products with similar return and maturity.
- (5) Trustor's early redemption risk: If a bond is not involved in any default, the issuer will redeem 100% return of the bond face value based on the product terms on the maturity date (excluding perpetual securities, please refer to Item 16). If the Trustor intends to redeem bonds earlier, the redemption must be processed at the actual deal price then on the secondary market, which may lead to a loss of trust principal. Therefore, if the Trustor chooses to perform early redemption when the market price is falling, the Trustor may suffer loss(es).
- (6) Interest rate risk: After a bond is officially settled and issued, the marked-to-market value within the duration of the bond will depend on the interest rate changes of the issuing currency; when its interest rate rises, the marked-to-market value of the bond may decrease and incur losses to the original investment amount; when its interest rate falls, the marked-to-market value of the bond may rise accordingly and thereby bring extra gains.
- (7) Coupon risk: If force majeure events occur to the issuer of the bond, the issuer has the right to decide whether to allocate interest or not for the product continuously. If the bonds are perpetual securities without a maturity day, the issuer has the right to decide whether to allocate interest or not continuously based on its conditions.
- (8) Liquidity risk: Bonds don't have sufficient market liquidity. Transaction completion cannot be guaranteed for instructions for early redemption of excessively low amounts. When market liquidity or transaction volume is low, a significant spread may be generated between a bond's actual transaction price and its asset value, which may result in losses of the original investment amount if the Trustor redeems the bond before its maturity. Moreover, once the market completely loses its liquidity, the Trustor will have to hold the bond until its maturity date.
- (9) Credit risk: The Trustor shall assume the credit risk associated with the bond issuer or guarantor (if any). Credit risk refers to a situation when the bond issuer or guarantor (if any) fails to pay bond coupon, principal, or perform its other bond duty; whereas the evaluation of "credit risk" is dependent upon the Trustor's evaluation of the credit rating of the bond issuer or guarantor (if any). Credit ratings may change. The credit rating of any bond issuer and guarantor (if any) or the bond merely reflect independent opinions on the credit values of rated entities or bonds from relevant credit rating agencies rather than guarantee of credit qualities of the bond issuer and guarantor (if any) or the bond.
- (10) Currency exchange risk: A foreign bond is an investment product denominated in a foreign currency. If the Trustor invests in the bond with currencies such as TWD or one that is not the product's denominated currency, it is necessary to be aware of the risk of currency exchange upon returning accrued foreign

currency interest and investment principal that assets converted into TWD or a currency other than such foreign bond's denominated currency may be lower in value than the investment principal when returning the accrued.

- (11) Country risk: If force majeure events such as wars or natural disasters occur in the country in which the issuer or guarantor (if any) of the bond is registered, such situations may cause the Trustor losses.
- (12) Event risk: A major unexpected incident involving the issuer or guarantor (if any) may lead to downgrades to the issuer's credit rating.
- (13) Settlement risk: If emergencies, extraordinary situations, market volatility factors, or changes to settlement rules on holidays occur in the country in which the bond issuer or guarantor (if any) is registered, or in the location of the stock exchange trading the linked target, or the delivery versus payment (DVP) settlement institution, settlement will be temporarily suspended or delayed.
- (14) Inflation risk: Inflation will lead to a decrease in the bond's real income.
- (15) Taxation risk: The taxation laws applicable to the issuer and the Trustor will affect the bond Trustor's income. The Trustor shall assume bond-related taxes, including (but not limited to) stamp duty or other taxes generated from the bond or charges that may be collected. Generally speaking, the issuer will not pay additional amount to compensate any taxes, expected taxes, or withholding taxes or deducted amount deducted by the issuer or the payment agencies. If there are any changes in applicable taxation laws, the bond income may fall short of expectations. The Trustor shall consult his/her/its own tax and accounting consultant before agreeing or deciding to purchase the bond.
- (16) Perpetual securities-related risk:
  - a. No maturity risk: If the investment target is perpetual securities with no maturity day, unless otherwise agreed, the issuer is not obligated to redeem such securities, and the Trustor has no right to request the issuer to redeem such securities. If the Trustor holds perpetual securities longer, then the Trustor will assume the risks of higher securities price volatility.
  - b. Issuer's early redemption risk: If the issuer exercises the right to redeem securities earlier, it will shorten the expected investment period.
  - c. Coupon risk:
    - (a). Bond interest may be adjusted to floating bond interest after the date of early redemption.
    - (b). The interest of perpetual securities may be paid in cumulative or non-cumulative ways. The issuer has the right to decide whether to distribute interest on the scheduled interest payment date or delay the payment based on its conditions or in cases of a force majeure event. Delayed cumulative bond interest will be accrued to be paid along with future bond interest on the future interest payment date; delayed non-cumulative bond interest will not be accrued to be paid along with future bond interest on the future interest payment date.
    - (c). The issuer's delay in bond interest payment will not be deemed as a default.
  - d. Order of payment for perpetual securities: If the issuer undergoes liquidation, its perpetual securities is only ahead of stocks in the order of payment.

#### iv. Investment Risk Information about Perpetual Securities

##### Product features

- This is a hybrid perpetual securities product with effectiveness inferior to debts but superior to ordinary shares. After a period of redemption prohibition, such securities can normally be redeemed. Payments of bond interest can also be delayed, and can be paid in non-cumulative ways. They can be referred to as perpetual securities (to financial issuers), or preferred shares (to issuing institutions).
- The product possesses features of both debts and stocks.
  - Features similar to debts:
    - Like bondholders, the Trustor collects bond interest/dividends claimed by the issuer. However, it depends on whether the issuer exercises the right to delay the payment, or to not pay bond interest/dividends. Bond interest/dividends normally (but not always) remain fixed during a period of time; after which, bond interest may become floating.
    - Fluctuations of share prices of the issuer will push the price of the securities up within a limit. That is, when the issuer's share price soars, chances are the price of the perpetual securities will not go up, or the price increase of such securities will not surpass the increase of the share price.
    - A Trustor holding perpetual securities is not entitled to any voting rights.
    - If the issuer issues additional shares, the shares held by the Trustor of the perpetual securities will not be diluted, so the face value thereof remains the same. However, it is worth noting that unless the perpetual securities is redeemed first (as far as it is permitted under contract provisions), the value of the perpetual securities will depend on the subscription price in the secondary market, and such price is subject to the impacts of various factors.
  - Features similar to stocks:
    - The effectiveness of the perpetual securities is inferior to that of debts;
    - The product has no maturity date;
      - This product constitutes a part of all equities of the issuer;
      - The distribution of bond interest/dividends may be delayed, or there will be no distribution (same as the possibility of no distribution of share dividends). When bond interest/dividends are not distributed, they may not be combined with the next distribution. Not distributing bond interest/dividends will not result in the bankruptcy of the issuer.
- The product is sensitive to changes in market interest rates, especially because it is priced with a perpetual period of duration. Additionally, price fluctuations of perpetual securities are larger than those of traditional fixed income products (such as bonds). This is because (i) bond interest of perpetual securities are normally not guaranteed, and (ii) perpetual securities are priced with a perpetual period of duration.
- The above is a brief summary of common features of perpetual securities. All perpetual securities are subject to restrictive clauses prescribed by the issuer. However, such clauses may vary based on specific issuers, and/or issue batches, such as:
  - when the issuer chooses to redeem, or when some specific incidents take place, perpetual securities may be redeemed;
    - the issuer is entitled to delay the distribution of bond interest/dividends indefinitely without giving any reasons; in other cases, the issuer only delays the distribution of bond interest/dividends when certain conditions are fulfilled, for example, no distribution of share dividends to lower-ranked stocks.
    - The issuer is entitled to distribute bond interest/dividends by any other means, for instance, to issue shares or other suitable securities.
    - When a triggering event occurs, the issuer may request to (i) cancel any unpaid accrued bond interest, (ii) convert securities into the issuer's shares (or other eligible securities), or (iii) permanently write down the principal value (in full or in part). Such triggering events may include (a) any violation against the application of capital adequacy ratios, (b) it is required to assert the cancellation to the relevant competent authority, otherwise, the relevant issuer cannot continue to exist; (c) an injection of capital or public funds of equivalent support, without which, the relevant issuer cannot

continue to exist, or (d) a violation of the measurement of the issuer's financial abilities or other quantified thresholds (for instance, the relevant issuer's Core Tier 1 Ratio) or the Common Equity Tier 1 Ratio drops to below a certain level on the date of its quarterly financial statement.

***If the issuer terminates the perpetual securities before the designated maturity date (which is allowed under certain circumstances according to the Product Documentation), before the payment of the due early termination amount, the issuer is entitled to consider termination costs related to hedging and fund dispatching, and other costs related to perpetual securities, which may result in the amount of early termination being significantly lower than your original investment amount. For more details, please refer to the following "Issuer's Redemption/Call Risk" in the "Major Risks" chapter.***

***Be sure to read the Investment Risk Information along with the Product Documentation, because the latter contains more information (including definitions and provisions of applicability) on the perpetual securities.***

#### Overview of the Trustor

- The product's Trustor anticipates receiving fixed income on investment in financial instruments with income higher than that of debts. Furthermore, the Trustor also acknowledges the following matters:
  - The risk of investment in perpetual securities is higher than that of investment in debts, the effectiveness of perpetual securities is inferior to (in other words, in its order of effectiveness inferior to) debts, and only superior to (in other words, in its order of effectiveness only superior to) ordinary shares. This means that the Trustor holding perpetual securities will be inferior to those holding ordinary bonds and other fixed-income targets in the order of payment when the issuer undergoes liquidation or bankruptcy.
  - The issuer is entitled to delay the distribution of bond interest/dividends. If the issuer fails to distribute bond interest/dividends to perpetual securities, it will not be forced to resort to bankruptcy like a debt issuer. The issuer is not contractually obligated to distribute bond interest/dividends. It can delay payments to perpetual securities, or distribute no bond interest/dividends at all (that is, payments by non-cumulative means);
  - Perpetual securities do not offer the benefits enjoyed by holders of ordinary shares.
  - You may lose the investment amount in part or in full in cases where (a) certain events (for instance, the inability to maintain operations) lead to a write-down of the principal, (b) the value of the perpetual securities is lower than the subscription price you paid, or (c) the Issuer defaults.

#### The Trustor's viewpoint

- The Trustor anticipates that the issuer will generate sufficient cash flows in order to cover bond interest/dividends claimed thereby.
- The Trustor acknowledges that, as a whole, the yield will be higher than the issuer's debts because of the relatively higher risk. Nevertheless, such risk is lower than that of the rights of the issuer's ordinary shares.
- If you fit the following descriptions, then these perpetual securities will not be a suitable investment for you:
  - You do not like a product with an extremely secondary position.
  - You do not like a securities product without a fixed maturity date.
  - You may need to realize cash from investments because of short-term demands for funds.
  - You do not want to risk losing any of the original investment amount.
  - You expect to receive a guaranteed return, or
  - In cases where a triggering event occurs, you are not willing to accept any physical settlement of the issuer's shares (or any other eligible securities).
- If you fit the following descriptions, then these perpetual securities may be a suitable investment for you:
  - In comparison with debts, you expect to receive higher income from your investment; however, you also accept that the investment is inferior to debts in the order of payment at the same time, and will assume higher risks.
  - You can accept the product's features that are similar to securities, and that there is no guaranteed distribution of bond interest/dividends.
  - You have sufficient liquidity, and can accept that under certain circumstances, you may lose the original investment amount in part or in full.
  - (If a triggering event occurs) You are willing to (i) accept any physical settlement of the issuer's shares (or any other eligible securities), or (ii) if the issuer chooses to permanently write down the principal of the perpetual securities, accept the written-down principal (if any).

#### How is the product traded?

##### Subscription price

The original price paid by the Trustor for the perpetual securities shall depend on the price offered by the market at the time of trading.

##### Bond Interest/Dividends

Holders of the perpetual securities will, based on provisions prescribed by the issuer, collect bond interest/dividends on a regular basis (normally quarterly or semiannually), unless the issuer chooses to delay the payment of bond interest/dividends.

If the issuer chooses to delay the payment of bond interest/dividends, it may be able to do so without offering any reasons, or it may have to fulfill certain conditions before the delay. The delay of bond interest/dividends can be cumulative (namely the delayed amount will be paid on the next payment date of bond interest/dividends), or non-cumulative (that is, the issuer is not obligated to pay the delayed amount at any time afterwards).

##### Conversion of Perpetual Securities into Equities and Write-down of Principal Amount

Under certain circumstances, when certain triggering events take place, provisions of the perpetual securities may require the issuer to (i) cancel any unpaid accrued bond interest owed to the Trustor, (ii) convert the perpetual securities into the issuer's shares (or any other eligible securities), or (iii) permanently write down the principal value (in part or in full). Such triggering events may include (a) any violation against the application of capital adequacy ratios, (b) it is required to assert the cancellation to the relevant competent authority, otherwise, the relevant issuer cannot continue to exist; (c) an injection of capital or public funds of equivalent support, without which, the relevant issuer cannot continue to exist, or (d) a violation of the measurement of the issuer's financial abilities or other quantified thresholds (for instance, the relevant issuer's Core Tier 1 Ratio) or the Common Equity Tier 1 Ratio drops to below a certain level on the date of its quarterly financial statement.

#### Callable Feature

This only applies to the perpetual securities sold under a callable agreement. In those cases, only the issuer is entitled to repurchase and redeem perpetual securities, and the Trustor never has the right to request the issuer to repurchase them. In other words, apart from selling in the secondary market, the Trustor has no other ways to withdraw his/her/its investment.

The issuer's decision to repurchase may be subject to (but not limited to) several factors as below:

- Interest rate: If the market interest rate is moderately lowered, the issuer probably can repurchase the perpetual securities to conduct refinancing at a lower interest rate.
- Credit quality: If the issuer moderately improves its credit quality, it can conduct refinancing using a lower interest rate (in comparison with the perpetual securities); thus, it may want to redeem the perpetual securities.

- Capital position: The issuer may redeem securities when its capital position improves.
- Regulatory environment: The issuer's redemption of the perpetual securities may be affected by amendments to the law.

#### **Realization of Cash from Perpetual Securities**

Because the securities are perpetual securities without a fixed maturity date, the Trustor may only realize cash from the investment by one of two ways: (i) sell in the secondary market, or (ii) if a repurchase agreement is included in the provisions, the issuer can redeem them.

It should be noted that the perpetual securities are products not easily realized into cash. Moreover, such securities may not have any active or liquid secondary trading market, which indicates that it may not necessarily be possible for you to sell the perpetual securities at the expected timing or at the expected price. For more details, please refer to the following "Liquidity Risk" in the "Major Risks" chapter.

#### **Factors Affecting the Price of the Perpetual Securities in the Secondary Market**

In the secondary market, the price of the perpetual securities will be affected by the following factors (excluding other possible factors):

The issuer's credit quality

- If the issuer's credit quality deteriorates significantly, the price of the perpetual securities may drop;
- If the issuer's credit quality improves significantly, the price of the perpetual securities may rise.

Interest rate

- If market interest rates rise, the price of the perpetual securities with a fixed interest rate will usually drop;
- If market interest rates drop, the price of the perpetual securities with a fixed interest rate will usually rise.

Liquidity status

- If the liquidity status deteriorates significantly, the price of the perpetual securities may drop and so the Trustor may not be able to sell the perpetual securities at the expected price.

Currencies of the perpetual securities

- If the perpetual securities is denominated in a foreign currency, and such foreign currency depreciates against the Trustor's base currency, then the value of the perpetual securities (in terms of the base currency) will depreciate;
- If the denominated currency appreciates, the opposite may take place.

Worst case scenario

The perpetual securities **is not a deposit**; furthermore, it is not protected by any governments or private entities, or protected by compensation plans. Therefore, you may not be able to acquire the payment of expected bond interest (if any); additionally, if the issuer and/or guarantor (if any) default(s) or become(s) unable to compensate debts on the perpetual securities, you may lose the original investment amount in part or in full. In addition, when certain triggering events take place, provisions of the perpetual securities may require the issuer to (i) cancel any unpaid accrued bond interest owed to you, (ii) convert the perpetual securities into the issuer's shares (or any other eligible securities), or (iii) permanently write down the principal amount (in part or in full).

Scenario analysis

The subscription price of a perpetual security is US\$100.

Coupon rate: The annual interest rate is 8.125%, and it is presumed that the following conditions have not happened: (i) the issuer hasn't delayed the payment of bond interest during the holding period, (ii) the face value hasn't been written down, (iii) the issuer will convert the perpetual securities into equities (or any other eligible securities).

Scenario 1	<ul style="list-style-type: none"> <li>• After a year, the Trustor sold the perpetual securities at US\$90 in the secondary market, which represented a 10% price loss in a year.</li> <li>• Nevertheless, the Trustor also earned a 8.125% return from the distribution of bond interest within the year.</li> <li>• As a result, the Trustor's annual rate of return on investment during the holding period was about -1.8%.</li> </ul>
Scenario 2	<ul style="list-style-type: none"> <li>• After a year, the Trustor sold the perpetual securities at US\$95 in the secondary market, which represented a 5% price loss within a year.</li> <li>• Nevertheless, the Trustor also earned a 8.125% return from the distribution of bond interest within the year.</li> <li>• As a result, the Trustor's annual rate of return on investment during the holding period was about 3.1%.</li> </ul>
Scenario 3	<ul style="list-style-type: none"> <li>• After a year, the Trustor sold the perpetual securities at US\$100 in the secondary market.</li> <li>• Nevertheless, the Trustor also earned a 8.125% return from the distribution of bond interest within the year.</li> <li>• As a result, the Trustor's annual rate of return on investment during the holding period was about 8.1%.</li> </ul>
Scenario 4	<ul style="list-style-type: none"> <li>• After a year, the Trustor sold the perpetual securities at US\$105 in the secondary market, which represented a 5% price gain within a year.</li> <li>• Nevertheless, the Trustor also earned a 8.125% return from the distribution of bond interest within the year.</li> <li>• As a result, the Trustor's annual rate of return on investment during the holding period was about 13%.</li> </ul>
Scenario 5	<ul style="list-style-type: none"> <li>• After three years, the issuer notified the Trustor (based on conditions stated in the Product Documentation) that it would opt for early repurchase of the perpetual security.</li> <li>• According to the specific provisions stated in the Product Documentation, the Trustor normally can receive the investment principal plus any unpaid interest as of the repurchase date.</li> </ul>

***This analysis is merely an illustrative example. Actual profits or losses (in comparison with your original investment amount) will depend on relevant market prices of the perpetual securities at the time of selling (excluding other possible factors). This analysis does not represent any actual performances of the perpetual securities.***

*Any scenario analyses contained in this Investment Risk Information are examples, and merely represent hypothetical results. Such scenario analyses do not represent (a) the actual provisions regarding possible buying or selling of the perpetual securities in the secondary market, or (b) the calculations or estimates of possible actual paid amount under any provisions of the perpetual securities. Standard Chartered Bank explicitly states not to be held liable for (i) the accuracy of the model adopted for generating the scenario analyses or the estimates; (ii) any errors or omissions arising from the calculation or announcement of the scenario analyses; (iii) any usage of the scenario analyses. Standard Chartered Bank does not provide the scenario analyses to predict the actual performance of the perpetual securities, or the future market conditions, interest rates, or prices.*

Product Documentation and Trading Provisions

The issuer's Product Documentation, which contains provisions applicable to the perpetual securities, will be provided for you upon your request.

Please be reminded that the use of provisions of the same nature in the relevant Product Documentation may be different from the use in the Investment Risk Information.

Costs and charges

Standard Chartered Bank will earn trading revenue from the product position, or earn the price difference from selling the perpetual securities to you (through its branch or one of its subordinate institutions). This is a hybrid perpetual securities product with effectiveness inferior to debts but superior to ordinary shares. After a period of redemption prohibition, such securities can normally be redeemed. Payments of bond interest can also be delayed, and can be paid in non-cumulative ways. They can be referred to as perpetual securities (to financial issuers), or shares (to issuing institutions).

## Major risks

Risk predictions on the perpetual securities may change during the product duration. The following are the primary representative risks; however, the Investment Risk Information and the Prospectus cannot list all risks about the perpetual securities.	
Market risk	The value of the perpetual securities is based on a variety of market factors; for instance, interest rate standard, credit quality of the issuer and guarantor (if any), exchange rate, and liquidity. Perpetual securities are products with higher volatility, whose value undergo extremely large fluctuations and will be affected by the internal risks of the financial market related to the issuer. The value of the perpetual securities may surge or plummet rapidly; the past performance of the product should not be treated as an indicator for its future performance.
Risk of reference assets	The payment you receive from the perpetual securities shall depend on the performance of the perpetual securities during the investment period and/or a specific valuation period. Therefore, it is important that the perpetual securities can be properly valued. When we cannot properly value the perpetual securities, the valuation date will be postponed. Finally, there is no guarantee of maintaining the performance of the perpetual securities at an expected level to attain an ideal return.
Emerging market risk	If the issuer of the perpetual securities is in a developing or emerging country, then specific risks involved in investments in the perpetual securities include uncertain political and economic risks, unfavorable government policies, restrictions on investments and currency exchange of foreigners, exchange rate fluctuations, possibly lower level of information disclosure and legal requirements, and uncertainty of law applications, explanations, and status, which include private ownership, expropriation, nationalization, and confiscation of assets.
Principal risk	The perpetual securities are not principal guaranteed. You may lose the original investment amount in part or in full. Standard Chartered Bank (Taiwan) Limited (or any other institution) does not guarantee the issuer's exercise of early redemption right (callable securities), or that you can collect the entirety of the original investment amount when you sell them in the secondary market. In fact, if the issuer defaults, or if the price of the perpetual securities falls, you may face the risk of losing 100% of the investment amount.
Performance risk	Standard Chartered Bank (Taiwan) Limited (or any other institution) does not guarantee the return on investment in perpetual securities will be equivalent to or exceed the possible return you may acquire from any shares, bank deposits, or non-structured fixed income bonds that you directly invest in.
Credit risk	You will assume the credit risks of the issuer and guarantor (if any). The perpetual securities are the issuer's subordinated debts, and the guarantor (if any) provides the guarantee unconditionally and irrevocably. It also means that you rely upon the issuer and guarantor (if any) to fulfill its/their obligation to pay under the perpetual securities. If the issuer and guarantor (if any) are unable to pay debts or defaults in terms of their obligations (including the payment obligation), or in any other condition they fail to perform their obligations, according to the provisions of the perpetual securities, you may not receive any payments (including your original investment amount). In terms of the credit value, risk, and return of investment of the issuer and/or guarantor (if any), or the appropriateness of the perpetual securities, credit ratings are not a recommendation or guarantee. In addition, you must understand that there may be an extreme difference between the issuer's credit rating and the guarantor's credit rating, and these two ratings should not be conflated.
Delayed bond interest/dividends	The issuer may choose to delay the distribution of bond interest/dividends for a period of time, and the delay may be cumulative or non-cumulative, which will depend on the provisions of the perpetual securities. If the delay is non-cumulative, it means that you will have no right to claim any unpaid bond interest/dividends afterwards; you will face the risk of not collecting any return on your investments. If the delay is cumulative, it means that the issuer will pay the delayed amount on subsequent payment dates. For more information on which events may result in a delay, and provisions applicable to such situations, please refer to the relevant Product Documentation.
Event adjustment risk	The issuer or computation agency (if any) is entitled to certain rights to freely adjust provisions of the perpetual bonds in response to certain adjustments or upon the occurrence of a special event (for instance, a market collapse, trading halt, legal requirements in relevant industries, insolvency, and changes in tax laws and other economic, political or social conditions). The exercise of such rights may produce unexpected adverse impacts on relevant payments you will acquire from the perpetual securities.
Liquidity risk	Many perpetual securities lack liquidity, and are not designed to be a tool for short-term trading. For perpetual securities traded in inactive or low-liquidity secondary markets, you must be prepared to hold them permanently or hold them until the issuer repurchases them. This means that the Trustor may not be able to sell or terminate the perpetual securities at expected timings or prices.
Issuer's call risk:	When the Prospectus of a specific perpetual securities states a call provision, the issuer can send a notice of redemption of perpetual securities, but the issuer is not obligated to do so. The issuer has absolute discretion on the repurchase of securities. If the perpetual securities come with a call mechanism, the Prospectus will set a call price for this situation, and the redeemed income may be far lower than your original investment amount.
Reinvestment risk	When the perpetual securities is terminated for any reason, including the issuer exercising the call right, you probably will not be able to reinvest the amount you acquire with the same return rate or return on investment at that timing.
Exchange rate risk	If the perpetual securities is not denominated in the local currency, you will be confronted with the risk of exchange rate fluctuations and control (if possible). The risk may (i) affect the applicable exchange rate, thereby resulting in a shortage of bond interest, cash settlement amount and/or a loss in principal in the conversion into your local currency, and (ii) make it impossible for the issuer to pay you in the original settlement currency.
Conflict of interest	You should understand and accept the parties involved concerning the perpetual securities as disclosed in the Prospectus, and the roles they play. For instance, the issuer (and guarantor, if any) and its subordinate units may play multiple roles, including the agent of the guarantor. Such parties involved have different levels of authority (for instance, under certain circumstances, the authority to adjust or terminate provisions of the perpetual securities), and such authority may have a significant impact on the value or performance of the perpetual securities. Upon the fulfillment of these responsibilities, the economic interest of the issuer (and guarantor, if any) and its subordinate units may have a potentially adverse impact on your interests as the Trustor of the perpetual securities. Standard Chartered Bank (Taiwan) Limited may have banking business or other commercial relationships with the issuer of the perpetual securities or other parties involved, and may frequently take part in trading of designated accounts or other accounts related to the perpetual securities or relevant securities (or derived products, or other products linked to the perpetual securities or relevant securities). Such transactions may affect the value of the perpetual securities or related securities, thereby possibly causing the value of the perpetual securities to be adverse to your interests as the Trustor of the perpetual securities.
Interest rate risks	The market value of the perpetual securities is affected by its duration, and interest rate fluctuations upon termination before maturity or selling. When interest rates rise, the value of the perpetual securities usually drops. In addition, when the duration of the perpetual securities lasts longer, it's more sensitive to interest rate fluctuations.

Taxation risk	Standard Chartered Bank (Taiwan) Limited suggests that you seek independent tax suggestions before deciding to purchase the perpetual securities. Standard Chartered Bank (Taiwan) Limited does not offer tax suggestions; thus, you will be fully responsible for any tax impacts arising from investments in the product. Any tax treatments will depend on your own conditions, and may change in the future.
Settlement risk	Only when Standard Chartered Bank (Taiwan) Limited acquires the settlement payment from the issuer will it will transfer the cash settlement amount to you, which may cause you to receive the payment after the designated payment date. If the issuer fails to deliver such payment to Standard Chartered Bank (Taiwan) Limited, you will risk losing the original investment amount in part or in full. Because payments of cash settlement may be handled via the settlement system by the custodian and other third parties involved in different time zones, it is possible that any payments will not be received instantly during the local business hours on the relevant date.
Leverage risk	If you use financial leverage to purchase the perpetual securities, or provisions of the perpetual securities contain financial leverage, your risk will increase significantly. A relatively small market or movements in reference assets will pose material impacts on the perpetual securities and your original investment amount. This may be favorable or unfavorable to you.

The Investment Risk Information is prepared by Standard Chartered Bank (Taiwan) Limited, and Standard Chartered Bank (Taiwan) Limited is regulated by the Financial Supervisory Commission. This is not the Prospectus; furthermore, Standard Chartered Bank (Taiwan) Limited has not taken and will not take actions in any administrative region to acquire the permission of public issue (unless required by compliance with laws). The Investment Risk Information is provided only for discussion. It does not contain opinions, price offering, suggestions, or price inquiries associated with trading with any person, or trading or hedging, or trading or investment strategies conducted by any person. It does not predict possible movements of interest rates or future prices; additionally, it does not indicate movements of any such prices will not exceed all examples contained in this document.

Standard Chartered Bank (Taiwan) Limited does not propose any explicit statements, hints, or legal representation or guarantee in the Investment Risk Information, or information contained or mentioned therein. Please understand clearly that although the information in the Investment Risk Information is deemed reliable, it has not been independently verified by Standard Chartered Bank (Taiwan) Limited. The Investment Risk Information merely serves the purpose of general valuation, and it is not prepared for any specific individuals or a certain class of persons. For any direct or indirect loss or damage (including specific, occasional, or consequential loss or damage) resulted from your use of the Investment Risk Information, Standard Chartered Bank (Taiwan) Limited will not assume any responsibilities or be held liable, no matter how they took place. This also includes (but not limited to) any discrepancy, failure, incompleteness, mistake, error, or inaccuracy in the Investment Risk Information, contents of the document and relevant services, or any loss, damage, or expense resulted from the Investment Risk Information, any part of the content therein, or the inability to acquire relevant services.

Conditions of the transaction will be subject to regulations specified in the applicable Product Documentation, and will be recorded in the document. For any securities, financial instruments, or investment strategies mentioned in the Investment Risk Information, you must seek appropriate suggestions for such investment additionally. If you do not seek suggestions additionally, you must carefully consider whether such products or services suit you; unless otherwise specified in laws, Standard Chartered Bank (Taiwan) Limited does not exercise the care duty of a good administrator; furthermore, for expected future transactions, Standard Chartered Bank (Taiwan) Limited is not responsible for providing suggestions or guarantee in terms of the appropriateness, suitability, or possible outcome. Standard Chartered Bank (Taiwan) Limited suggests that you independently judge any items listed herein with discretion.

The Investment Risk Information or any copy of it cannot be provided for or mailed to an American (according to the definition prescribed in Regulation S under the Securities Act of 1933).

For disclaimer related to the product, please refer to the Trading Terms and Information for Non-discretionary Money Trust Investments in Foreign Bonds.

## D. Terms and Conditions for Foreign Exchange Services

Unless otherwise provided in each terms and conditions for specific foreign exchange transaction, the Terms and Conditions for Foreign Exchange Services ("FX T&Cs") shall apply to all foreign exchange services provided by the Standard Chartered Bank (Taiwan) Limited ("Bank") to the customer ("Customer"). Any matters not provided in the FX T&Cs shall be handled in accordance with applicable laws and regulations, the Bank's Standard Terms and Conditions for Account Opening, and special terms and conditions agreed by the Bank and the Customer.

### i. General Terms and Conditions

#### 1. Customer Authorization, Declarations and Acknowledgement

- (1) The Customer understands that notwithstanding any existing or future mandate, contracts, or agreements on transaction procedure between the Bank and the Customer:
  - A. Instructions to the Bank in relation to the Foreign Exchange Services ("Services") shall be given by the Customer only and the Bank is not obliged to accept and follow any Instructions given by any other person purportedly on behalf of the Customer.
  - B. Instructions shall be given to the Bank in such manner and by such means as may from time to time be determined by the Bank.
- (2) The Customer understands that Instructions may only be given by the Customer during the hours and on the days from time to time specified by the Bank in its absolute discretion. The Customer agrees that the Bank will not be liable for any direct or indirect losses or damages arising out of the Bank's failure to execute the Services due to regulatory restrictions, computer system breakdown, internet interruption and any other event not attributable to the Bank.
- (3) The Customer understands that the Bank shall not be liable in any manner to the Customer for any losses as a result of any acts or omissions by the Bank pursuant to any Instructions or purported Instructions given by the Customer and in connection with the provision of the Services. The Customer undertakes to keep the Bank, the Bank Group Company and their personnel from time to time indemnified against all losses incurred by the Bank or the Bank Group Company or its personnel arising out of anything done or omitted to be done pursuant to any Instructions or purported Instructions given by letter, telephone or other electronic means. The Bank shall be entitled in its absolute discretion to refuse to take or execute any Instructions which in the Bank's opinion are unclear or ambiguous or which would or might cause the Bank or the Bank Group Company to contravene any laws or regulations and the Bank shall not incur any liability to the Customer as a result of the Bank's refusal to act in such circumstances.
- (4) The Customer understands that save as provided herein, the Bank and its personnel are not permitted to act as the Customer's agent to operate the Customer's account.
- (5) The Bank may in its absolute discretion from time to time introduce any modification and/or enhancement of the items of the Services. The Bank shall be entitled to specify and notify the Customer through a separate publication or in any other manner determined by the Bank from time to time of the relevant terms and conditions of the said modified/enhanced items of the Services and such terms and conditions contained therein shall be deemed to be incorporated into FX T&Cs without any amendments. The Customer's use of the said modified/enhanced items of the Services shall be deemed to be Customer's acceptance of the relevant terms and conditions so published and incorporated.
- (6) The Customer agrees that the Bank may engage any correspondent, broker, agent or liquid provider on such terms and conditions as the Bank may in its absolute discretion from time to time deem fit.
- (7) The Customer agrees that the Bank reserves the right to, without prior notice to the Customer, modify, suspend or terminate the items of the Services at any time for any reason whatsoever. The Customer will not hold the Bank liable for any such modification, suspension or termination and the Bank is not required to furnish reasons for such modification, suspension or termination.
- (8) The Customer acknowledges receipt of and have read and agreed with the "Notification of Collection, Processing and Use of Personal Information by Standard Chartered Bank (Taiwan) Limited" ("Data Protection Notice"). The Customer further agrees that all information provided by the Customer in the document relevant to the Services and such personal data relating to an individual collected by the Bank from time to time may be used and disclosed for such purposes and to such persons in accordance with the Bank's policies on use and disclosure of personal data as set out in the Data Protection Notice, which may be subject to changes from time to time.
- (9) The Customer agrees that the Bank may make available to the Customer various information which may include indicative exchange rates and commentaries on currency trends and such information shall be provided for reference only without being accompanied by a solicitation or recommendation. The Customer understands that the Bank does not assume any responsibility for the accuracy, completeness or timeliness of any information provided where such information is independently prepared by a third party ("Third Party Information"). The Bank is not responsible for any decision made by the Customer, or any action or omission by the Customer, as a result of any Third Party Information provided by the Bank.
- (10) The Customer agrees that the Customer shall at all times be liable for (a) the Bank's normal foreign exchange and other fees, commissions and charges ("Fees") as notified by the Bank to the Customer from time to time; and (b) any tax charged to the Bank in relation to any currency transaction entered into in the Republic of China or in any other jurisdiction whether in respect of the sale or purchase of any foreign exchange or the supply of Services by the Bank under this FX T&Cs. Although no Fees are currently charged by the Bank for the Services offered to the Customer under this FX T&Cs, the Bank reserves the right to charge such Fees at any time on giving prior written notice to the Customer stating the rate of the Fees.
- (11) The Customer agrees that the Customer shall on demand indemnify the Bank in full against any loss and liability sustained or incurred, and any cost or expense (including but not limited to legal fees and costs) which is of reasonable amount and was reasonably incurred, by the Bank as a consequence of any default by the Customer in the performance of any of his/her obligations under this FX T&Cs or the Bank's exercising of any of its rights hereunder or seeking to recover any sums due to the Bank hereunder or otherwise preserving or enforcing the Bank's rights hereunder. The Bank is irrevocably authorised to debit to any of the Customer's account(s) with the Bank (whether held singly or jointly with any other person) any amount to be indemnified to the Bank by the Customer hereunder.
- (12) The Customer understands that the foreign exchange limit shall be subject to the relevant regulations of the government authority, including but not limit to the daily amount of CNY exchange transaction conducted through the Customer's account shall be limited to CNY 20,000 per person (purchase amount and sale amount shall be calculated separately), and the daily amount of each and/or accumulated foreign exchange transaction between NTD and other currencies (purchase amount and sale amount shall be calculated separately) shall be limited to NTD 500,000 or its equivalent in foreign currency. The said exchange transaction amount shall include all exchange amounts conducted through the bank's teller or automation channels, and the total number of the daily foreign exchange transactions (inclusive of purchase and sale transactions) executed through the Bank's Online Banking and Mobile Banking per person shall not exceed 50. In the event of any amendment made to relevant laws and regulations from time to time, such relevant laws and regulations shall apply.
- (13) The Customer undertakes to conduct foreign exchange transactions based on his/her own knowledge, experience and independent judgement, and understands that the Bank is not obligated to provide any information for the foreign exchange transactions. Any information provided by the Bank or its employees is for reference only. The Customer conducts foreign exchange transactions based on his/her personal judgement, and shall not hold the Bank responsible for the information provided by the Bank or its employees. The Customer is willing and capable of assuming all risks arising from the foreign exchange transactions on his/her own, including but not limited to exchange rate fluctuations, foreign exchange control, exchange losses, political risks, country risks and settlement risks. The maximum loss could be all principals. The Bank assumes no liabilities for any losses incurred from the foreign exchange transactions conducted by the Customer and provides no guarantee of profits generated therefrom.

- (14) The Customer agrees that this FX T&Cs shall be governed by and construed in accordance with the laws of the Republic of China.
- (15) The Customer agrees that the courts of the Republic of China shall have exclusive jurisdiction in respect of any disputes arising out of or in connection with this FX T&Cs.
- (16) The Customer agrees that if any clause of this FX T&Cs is held or deemed to be void or unenforceable, the other terms will remain in full force and effect.
- (17) The Customer agrees that the Bank shall be entitled at any time by notice to the Customer to amend or change any or all of this FX T&Cs.
- (18) This FX T&Cs is written in the Chinese language. In case of any discrepancy between the Chinese version and any translation thereof, the Chinese text shall govern.
- (19) In FX T&Cs, the Customer agrees that, except where the context otherwise requires:  
 "Bank" means Standard Chartered Bank (Taiwan) Limited and includes its successors in title and assigns;  
 "Bank Group Company" means any other company of the Standard Chartered group being the parent or any subsidiary or associated company of the Bank, and includes each such company's successors and assigns;  
 "Instruction(s)" means instruction(s) given to the Bank by the Customer relating or incidental to or for the purposes of the Services;  
 "Services" means the foreign exchange services which the Bank may in its absolute discretion from time to time make available to the Customer subject to this FX T&Cs.

## 2. Terms and Conditions for SMS Order Confirmation Services and/or E-mail Order Confirmation Services

- (1) The Customer understands and acknowledges that neither the Bank nor any of the telecommunication and/or internet services provider companies transmitting the message ("Companies") or any agent, contractor or third-party service provider of the Bank or of any of the Companies engaged in connection with the Services:
- makes any warranty in respect of, or accepts any responsibility for, the accuracy, completeness or correctness of any information supplied by the Bank or any other person through the mobile telephone or internet network of any of the Companies or their respective third party service providers pursuant to the Services, nor is any warranty or undertaking given that any information requested pursuant to the Services will be delivered to or received by the Customer on time or at all and the Bank shall not be responsible to arrange for any message to be re-sent to the Customer ; and
  - shall be responsible for any loss or damage whatsoever and howsoever suffered or incurred by the Customer or any other person using or accessing any information through the Services, or as a result of any such information not having been received on time or at all (whether due to the Customer's designated mobile telephone having been turned off, not connected with roaming service or not being in the Customer's possession at the time of transmission, the Customer's designated mobile telephone and/or e-mail account not capable of receiving information for whatever reason or any delay or failure by the Customer to notify the Bank of any change in telecommunication company providing the mobile phone and/or internet service or delay in or failure of transmission owing to failure or breakdown of systems or equipment, termination or suspension of the transmission service by any of the Companies or their respective third party service providers, drastic market movement or otherwise for any other reason whatsoever) except where it is caused directly by the negligence of the Bank.
- (2) Subject to this FX T&Cs, the Customer confirms and agrees that the Bank is authorized by the Customer to disclose the information of the Customer, the Customer's account(s) opened with the Bank, and/or the foreign exchange transactions conducted by the Customer with the Bank to the Companies or the third-party service provider of the Companies (no matter they are located onshore or offshore) being engaged in the information transmission for the purpose that the Companies and the third-party service provider of the Companies are able to based on the Services provide transmission services.
- (3) The Customer undertakes promptly to inform the Bank in the event of loss of the Customer's mobile phone, inaccessible to the Customer's e-mail account, any change in the Customer's mobile phone number and/or e-mail account or telecommunication company or termination of the Customer's use of the mobile phone service and/or e-mail account services. The Customer confirms that the mobile phone / e-mail account registered for the Services are capable of receiving messages in the language selected by the Customer.
- (4) The Customer confirms that the Customer is the registered user(s) of the mobile phone and/or e-mail account registered for the Services.
- (5) The Customer understands that the telecommunication and/or internet services provider company may levy roaming and other fees or charges for the transmission of any messages and/or the provision of e-mail account and the Customer agrees that all fees, charges, and expense (including but not limited to roaming charges) incurred pursuant to the Services will be borne by the Customer .

## 3. Terms and Conditions for Membership Program

The Customer understands and agrees that:

- this Membership Program is applicable to customer, who with the Bank has individual account and conducts foreign exchange transactions through the Bank's Online Banking, Mobile Banking or Phone Banking with assistance by Treasury Specialist and Relationship Manager.
- the membership tiers are determined by the accumulated transaction amount of the Eligible Foreign Currency Transaction (defined as below) performed within specific period of time announced or notified by the Bank. The accumulated transaction amount will be automatically calculated after Customer successfully performs an Eligible Foreign Currency Transaction.
- an Eligible Foreign Currency Transaction means any successful foreign currency transaction performed. For non-Taiwan dollar denominated transactions, the transaction amount will be converted into Taiwan Dollars based on the relevant prevailing foreign exchange rate determined by the Bank for calculation.
- the Bank reserves the right to determine the calculation methods applicable to the product/ services offered.
- the Bank reserves the right from time to time to vary, modify and terminate this Membership Program and to amend any terms and conditions under this Membership T&Cs.

## 4. Risk Disclosure Statement

Foreign exchange involves risks. Fluctuation in the exchange rate of a foreign currency may result in gains or significant losses when converting deposit from the foreign currency to another currency (including Taiwan Dollar).

### ii. Special Terms and Conditions for FX Limit Order Services

In the event that the customer ("Customer") places an order by using FX Limit Order Services ("Order") provided by Standard Chartered Bank (Taiwan) Limited ("Bank") and authorizes the Bank to debit account, the relevant rights and obligations and account operations shall be conducted in accordance with the Special Terms and Conditions for FX Limit Order Services ("FX Limit Order T&Cs" ) stated below:

#### 1. Definitions:

- Target Rate (or Transaction Rate): The exchange rate set by the Customer himself/herself.
- Watch Rate: This is the exchange rate agreed upon by the Customer and the Bank to serve as the basis in comparison with the market rate, based on which it will be determined whether the Order is executed.

- C. Settlement: Refers to the market rate hitting the Watch Rate.
  - D. Execution: Upon Settlement is confirmed, the Bank will execute the Order with the Target Rate .
  - E. Settlement Date: The date on which the market rate hits the Watch Rate. The Settlement Date shall be a global FX market trading day.
2. Types of foreign currencies applicable to this FX Limit Order Services shall be subject to the announcements on the Bank's official website .
  3. The Customer authorizes the Bank on the Order Placement Date following the Order to place a lien on the transaction amount ("Transaction Amount") in the currency to be transferred from an outward transfer account designated by the Customer ("Authorized Debit Account"), and agrees that the Bank executes the Order with Target Rate on the Settlement Date. In the event that there is no sufficient balance in Customer's Authorized Debit Account for lien, the Order shall not be executed. Once the Settlement is confirmed, the Customer authorizes the Bank to debit the Transaction Amount from the Authorized Debit Account on the Settlement Date, and the Transaction Amount will be credited with Target Rate to a designated inward transfer account in the currency to be transferred to. If the Order is confirmed to be cancelled or expired, the Bank will release the lien on the Transaction Amount.
  4. The Customer understands once he/she agrees to this FX Limit Order T&Cs, this FX Limit Order T&Cs shall be binding on the Customer. During the effective period of the Order, the Order shall not be cancelled, nor shall the lien Transaction Amount be available to the Customer for any other purpose, unless the Customer prior to the Settlement submits an application to cancel the Order in the form and substance satisfactory to the Bank. Furthermore, the Target Rate shall remain unchanged regardless of the exchange rate fluctuation or market changes.
  5. The Customer understands and agrees that Settlement may not be confirmed within the effective period of the Order, and neither shall the Bank be held responsible for guaranteeing Settlement. Exchange rate volatility varies with market condition. Even if the quote of exchange rate in the market ever reaches Target Rate or Watch Rate, Settlement is not guaranteed.
  6. The Customer understands and agrees that the Order might have been settled before he/she applies for cancellation of the Order, or may not be allowed to be cancelled for other specific reasons. The Bank's acceptance of an application for cancellation of the Order provides no guarantee that the Order will not be settled. Once the Settlement is confirmed, the Bank is entitled to execute the Order.
  7. The Customer shall only be allowed to change the terms and conditions of the Order by first cancelling the existing Order and then placing a new Order with the changed terms and conditions.
  8. Unless otherwise specified in this FX Limit Order T&Cs, matters associated with the FX Limit Order Services shall be in compliance with the relevant laws and regulations, the Bank's Standard Terms and Conditions for Account Opening, and special terms and conditions agreed by the Bank and the Customer.

### iii. Special Terms and Conditions for Standing Instruction

In the event that the customer ("Customer") places a foreign exchange order to be executed on the designated exchange dates ("Standing Instruction") with Standard Chartered Bank (Taiwan) Limited ("Bank"), the relevant rights and obligations, and related account operations shall be conducted in accordance with this Special Terms and Conditions for Standing Instructions ("Standing Instruction T&Cs") :

1. A Standing Instruction made in accordance with this Standing Instruction T&Cs shall become effective on the next day following the day such Standing Instruction is made.
2. The exchange date for foreign currency/NTD pairs designated by the Standing Instruction shall not be a day which is not a Bank's business day or a day off due to force majeure. If any designated exchange date is not a Bank's business day or is a day off due to force majeure, the Bank will neither execute nor defer the execution of such Standing Instruction. The said restriction on the designated exchange date will not be applicable to the exchange between foreign currencies.
3. The Standing Instruction will be sent out in the form of the market order at 10 a.m. on its designated exchange date. Unless otherwise specified by the Order Form for Standing Instruction, the execution rate of each Standing Instruction shall be the rate actually executed by the Bank through different trading channels on its designated exchange date without being affected by the exchange rate volatility, the nominal exchange rate being different from the actual execution rate due to time difference, etc. .
4. The available currency pairs for the Standing Instruction, restrictions on and other matters pertaining to the Standing Instruction shall be subject to the announcements on the Bank's official website on the designated exchange date.
5. The debit account and credit account set up for the Standing Instruction shall be an active savings accounts opened by the Customer with the Bank.
6. The Customer understands and agrees if multiple Standing Instructions are to be executed on the same designated exchange date, the Bank may, at its sole discretion, determine the sequence of execution and account debit. If the available balance in the designated debit account on the designated exchange date is insufficient to fully pay for the Standing Instructions to be executed on the designated exchange date, the Bank may, at its sole discretion, execute only one or more Standing Instructions.
7. If the exchange date for CNY/foreign currency pairs designated in the Standing Instruction is not the Bank's business day, the exchange amount for CNY on that day shall be calculated together with the exchange amount for CNY on the next Bank's business day, and the said sum shall not exceed the restriction provided under Clause 12, I. Customer Authorization, Declarations and Acknowledgement, Section 1: General Terms and Conditions of the Terms and Conditions for Foreign Exchange Services.
8. The Customer is only entitled to cancel unexecuted Standing Instruction in a manner agreed by the Bank. If the Customer intends to amend the terms and conditions of an unexecuted Standing Instruction, the Customer shall cancel such instruction first and place a new Standing Instruction. Once the cancellation request is submitted, it will take effect immediately and shall be irrevocable.
9. Unless otherwise specified in this Standing Instructions T&Cs, matters associated with the Standing Instruction shall be in compliance with the relevant laws and regulations, the Bank's Standard Terms and Conditions for Account Opening, and special terms and conditions agreed by the Bank and the Customer.

## E. Online Banking and Mobile Banking Services Agreement

### i. Scope of application of contract

This agreement generally applies to Online Banking and Mobile Banking services. Unless otherwise provided under individual contract, this agreement shall always govern. For matters not provided under this agreement, the general terms and conditions and relevant bank policies shall apply; provided, however, that an individual contract that provides you with better protection shall prevail. Where the terms and conditions of the contract are ambiguous, interpretations shall be made favorable to you.

### ii. Definition

1. "Online Banking and Mobile Banking " means the financial services directly available by the Bank to you through the network connection of your computer and smart phone with the Bank's computer without going to a bank teller. " Mobile banking" means the Online Banking service directly available by the Bank's APP to you through the network connection of your smart phone.
2. "Electronic document" means any records of communication made up of words, voices, pictures, videos, signs or other materials transmitted via network connection between you and the Bank for electronic process in electronic or any manner which human cannot directly perceive.
3. "Account" means banks account of various type for your payment and receipt of funds as agreed to by the parties in writing or in a manner accepted by the Bank.

4. "User name" means a name made up of 6~12 English letters and Arabic numerals created by you. User name is used as part of the identification verification information when you log in to access your Online Banking and Mobile Banking.
  5. "Online Banking Password" means a password made up of 6~12 English letters and Arabic numerals which is different from the user name created by you. Online Banking Password is used as part of the identity verification information when you log in to access your Online Banking and Mobile Banking, and to conduct Particular Transactions/Services while using Online Banking/Mobile Banking. For the definition of Particular Transactions/Services, please refer to our latest announcement at Standard Chartered Bank Taiwan official website.
  6. "SMS OTP" means short message automatically generated by the system and sent to the mobile phone number designated by you when you perform specific transactions and services, to ensure the security of online transaction. (Each and every transaction code and OTP transmitted is randomly generated and is valid only for one time use.) The OTP Transaction method shall be governed by the rules contained on the Bank's website. The provision and sending of the SMS OTP is limited to the scope of service entered into between the SMS Company engaged of the Bank and the carriers.
  7. "Fingerprint Recognition" means you use fingerprint recognition function set up in the authenticated mobile device to process with identity verification for Mobile Banking services.
  8. "Facial Recognition" means you use facial recognition function set up in the authenticated mobile device to process with identity verification for Mobile Banking services.
  9. "Biometric verification" means a verification method based on a global standard established by the international alliance FIDO which uses asymmetric cryptography to enhance the security of biometric transactions(Face ID and Fingerprint).
  10. "Push confirmation" means a verification method which uses Soft Token technology.
  11. "SIM card authentication" means a verification method to verify the your mobile phone number for SMS password is the same as the your mobile device SIM card phone number through 4G/5G network.
  12. Device binding upgrade: means completion of device binding through "SIM Card Binding" or "Web ATM Binding".
- iii. Bank information
1. Name of the Bank: Standard Chartered Bank (Taiwan) Limited
  2. Complaint and Customer service: 02-4058-0088 ; the Bank's toll free complaint line: 0800-051234.
  3. Website: <https://www.sc.com/tw>
  4. Address: No.179, Liaoning St., Zhongshan Dist., Taipei, Taiwan
  5. Fax number: 02-6603-2866
  6. Email address: [Callcenter.tw@sc.com](mailto:Callcenter.tw@sc.com)
- iv. Verification of website
- Prior to your use of Online Banking and Mobile Banking service, make sure you use the correct website address for Online Banking and use Online Banking services by accessing our official website. If you have any question, please call the Bank's customer service number. The Bank shall notify you of the risks involved in Online Banking and Mobile Banking application environment in a way normal people can understand. The Bank shall always exercise the duty of care of a good faith manager in maintain the accuracy and safety of the website and making sure there is no phony webpage to prevent any damage to you.
- v. Services
- After approval of your application, the Online Banking and Mobile Banking services available from the Bank shall be based on the notices post on the Bank's website and Online Banking and Mobile Banking. The Bank shall ensure the accuracy of the information on the website, and the Bank's obligations to you shall not be less than what is stated on the website.
- If new types of business are available from the Bank or there is a change to the Online Banking and Mobile Banking services (including addition, adjustment, change or cancellation) in the future, except otherwise provided by Standard Terms & Condition for Account Opening, another other agreements , laws and regulations, or Bank's operational standards , the Bank may disclose the information by posting a notice on the Bank's website and Online Banking and Mobile Banking before relevant services may be available.
- You agree that when applying to activate Online Banking, you still need to apply for services such as "Non-designated TWD account for transfer" and "remittance in foreign currency" and obtain the Bank's approval before these services will be available from the Bank as required by law and operational regulations. These services are also subject to the Bank's operational regulations and account's restrictions. You need to open a trust account with the Bank before you may subscribe, transfer, redeem or change your local/foreign securities through Online Banking and Mobile Banking services.
- vi. Network used for online services
- The Bank and you agree to use the Internet for transmission and reception of electronic documents.
- For use of the Internet service provider as agreed to by either party, the parties shall enter into an Internet service contract with respect to their rights and obligations respectively with their own service provider and be responsible for the cost of use of the Internet.
- vii. Receipt and reply of electronic documents
- Upon receipt of the digital signature or an electronic document used for identity verification agreed to by you and the Bank, and after providing a webpage which displays the important information in such electronic document of transaction for your re-verification unless it is a matter of inquiry, the Bank will promptly perform verification or handle the matter and notify you of the result of verification or outcome of the matter by immediate webpage display, an email or in any manner agreed to by the parties.
- If the Bank receives an electronic document from you (and vice versa) and the contents of the document are illegible, the message shall be deemed to have been never sent by the sender. However, if the Bank receives an illegible message but the identity of the sender can be verified, the Bank shall immediately notify you of the fact that you have sent an illegible message to the Bank by immediate webpage display, an email or in any manner agreed to by the parties.
- If you send an electronic document for a matter not required to be immediately handled on the same day, you agree the matter may be handled in a manner as agreed to by you and the Bank at the time of the message.
- viii. Invalid electronic document
- In any of the following circumstances, the Bank will not perform a request contained in the electronic document received:
1. The Bank has a concern over authenticity of an electronic document or accuracy of the request stated therein for a specific reason;
  2. The Bank will violate applicable laws and regulations if performing a request contained in the electronic document;
  3. The Bank is unable to deduct an amount payable by you from the account for a reason attributable to you; or
- If the Bank decides not to perform a request contained in an electronic document as described in the preceding paragraph, it shall at the same time notify you of the reason why it will not perform the request and status of the matter by immediate webpage display, an email or in any manner agreed to by the parties. Upon notification, you may call the Bank's customer service number, come to any of the Bank's branches personally or in a manner agreed to by the parties to confirm the matter.
- ix. Electronic document exchange timeframe
- Online Banking and Mobile Banking electronic documents are processed automatically by the Bank's information system. Once you have sent an electronic document to the Bank and verified its accuracy in accordance with the re-verification system provided by the Bank under paragraph 1 of Article 7, you may not withdraw, cancel or revise your document; provided, however, that you may withdraw, cancel or revise your document regarding scheduled transaction within the timeframe set forth by the Bank. If an electronic document is transmitted to the Bank via the Internet and the document is automatically processed by the Bank's information system after the Bank's business hours which announced in Bank's website, the Bank shall immediately notify you by sending an electronic document and the particular transaction will be automatically postponed to the next business day for processing as agreed or be processed in a manner as agreed.
- If the Bank is unable to provide services in certain circumstance (e.g. regular maintenance of information system), the Bank may suspend services at any time.

## x. Expenses

You agree to pay the service fee, handling fee, and postage and telecommunication fees according to the fee schedule as agreed from the first day of your use of services under the contract, and authorize the Bank to automatically deduct such fees from your account; the Bank may not charge a fee which is not stated in the contract.

In the event of an adjustment to the fee schedule as mentioned above after the contract is entered into, the Bank shall post the details of the change in a conspicuously manner on the Bank's website and issue a notice by email or in a manner agreed to by the parties to inform you of the adjusted fees. If you agree to participate in promotional activities offered by the Bank to be eligible for discount price, a notice may be posted after the activities start.

If the aforesaid adjustment is to increase the fees, the Bank shall provide an option on the website for you to express if you agree to the increase of fees. If you have not agreed prior the effective date of the adjustment, the Bank will suspend your use of part or all of the Online Banking and Mobile Banking services from the effective date of the adjustment. If you agree to the adjustment of fees after the effective date of the adjustment, the Bank shall immediately resume the Online Banking and Mobile Banking services.

The Bank's post and notice in the preceding paragraph shall be made sixty (60) days prior to the effective date of adjustment, and the effective date of an increase may not be earlier than the first day of the year after such post and notice.

## xi. Software/hardware installation and risks

When you apply for use of services under the contract, you shall be responsible for installing computer/ smart phone software, hardware and other related security device as required. You shall be solely liable for the costs and risks involved in the installation.

In case the software, hardware and related documents in the preceding paragraph are provided by the Bank, the Bank only agrees you may use them to the extent they are required to enable the agreed services and you shall not assign, lease or deliver any of the above to third party. The Bank shall specify the minimum hardware/software requirements for using the services on the website or on the package of the hardware/software provided by the Bank and shall bear the risks involved in the hardware/software provided by the Bank.

The Bank may not ask you to return the related device in the preceding paragraph upon termination of contract unless otherwise specially provided in the contract.

## xii. Your responsibility for connection

1. In case that the Bank has a special agreement with you, you are required to perform necessary tests with the Bank before the connection may be enabled.
2. You shall be responsible for keeping the user name, Online Banking Password or SMS OTP, hardware and software of mobile phone or the SIM card for such phone used for receipt of SMS OTP, and related documents provided or authorized for use by the Bank. You shall be solely liable for any and all losses caused by loss, damage or destruction of the above due to your negligence and the Bank shall not be liable for any such damage. In the event of change of your mobile phone or SIM card used for receipt of SMS OTP, you shall apply for such change by visiting Bank's branches or in a manner agreed by the Bank. Any Online Banking or Mobile Banking services provided to you prior to the completion of application for change of mobile phone used for receipt of SMS OTP shall be deemed as your valid instruction and you shall be responsible for such instruction.

In case the software, hardware and related documents in the preceding paragraph are provided by the Bank, the Bank only agrees you may use them to the extent they are required to enable the agreed services and you shall not assign, lease or deliver any of the above to third party. If your act infringes the Bank's or a third party's intellectual property rights or other rights, or damage is caused due to improper operation, you shall take the full responsibility.

If you have entered an incorrect password in the preceding paragraph (user name, Online Banking Password, SMS OTP or Identity of verification information) for three (3) consecutive times, the Bank will immediately suspend your application, login or use of Online Banking services. If you wish to continue your use, you need to visiting Bank's branches or follow the relevant procedures as agreed.

## xiii. Transaction verification

Upon completed performance of service requested in a transaction instruction, the Bank will send an electronic document to you or otherwise notify you in a manner agreed to by you and the Bank. You shall verify the accuracy of outcome of the transaction. If the event of any discrepancy, you shall give a notice to the Bank by calling the Bank's customer service number, coming to any of the Bank's branches personally or in a manner agreed to by both parties within forty-five (45) days after completion of the transaction.

The Bank shall send a monthly statement to you for previous month by regular mail or in the manner agreed to by the parties on a monthly basis. Upon verification, if you believe there is an error in the monthly statement, you shall give a notice to the Bank by calling the Bank's customer service number, coming to any of the Bank's branches personally or in a manner agreed to by the parties within forty-five (45) days after receipt of the statement.

With regard to your notice, the Bank shall promptly conduct an investigation and notify you in writing of the status or outcome of investigation within thirty (30) days after receipt of your notice.

## xiv. Handling of errors in electronic documents

When you use the services under the contract, if there is an error in electronic document due to a circumstance for which you are not liable, the Bank shall assist you in making the correction and furnish other necessary assistance.

If an error occurs to the above services due to a circumstance for which the Bank is liable, the Bank shall immediately make the correction upon discovery of the error and at the same send an electronic document to you or otherwise notify you in a manner agreed to by you and the Bank.

When you use the services under the contract, if there is an error in electronic document due to a circumstance for which you are liable and it is an error in the code of the financial institution, the account number of the transferee, or the amount which leads to transfer into a wrong account or of a wrong amount, the Bank shall act in the following way upon your notice:

1. Provide the details and relevant information of such transaction in accordance with relevant laws.
2. Notify the bank of the transferee for its assistance.
3. Report the status of handling to you.

## xv. Legal authorization and responsibility of electronic documents

The parties agree to ensure that electronic documents sent to the other party are all legally authorized.

The parties agree that in the event of discovery of unauthorized use or theft of legally authorized user name and password by third party, or any other circumstances where legal authorization is not obtained, the party discovering the violation shall immediately call or notify the other party in a manner agreed to by both parties to stop using the service and take precautionary measures.

The Bank shall remain liable for use of the services by third party that has taken effect prior to the Bank's receipt of notice, except for any of the following circumstances:

1. The Bank is able to prove you had such an intention or committed negligence
2. It has been more than forty-five (45) days after the Bank notifies you to verify the transaction or bill in a manner agreed to by the parties. If there is any special circumstance (e.g. long distance travel or hospitalization) which impedes you from being notified, The forty-five (45) days shall begin from the end of the special circumstance. Provided, however, that the Bank shall remain liable if the Bank had such an intention or committed negligence.

The Bank shall be liable for the forensics fees incurred for investigation of the unauthorized use or theft in the preceding paragraph.

## xvi. Information system security

The parties shall ensure security of its information system respectively and prevent illegal access to the system, acquisition, unauthorized modification or damage or destruction of business records and customer's personal information.

In the event of a dispute over third party's removal of protection measure for the Bank's information system or use of a loophole in information system, the Bank shall bear the burden of proof with regard to non-existence of such event. The Bank shall be liable for the damage arising from third party's unauthorized access to the Bank's information system.

- xvii. **Confidentiality obligation**  
Unless otherwise provided by law, the Bank shall ensure not to disclose to third party any electronic documents exchanged between the parties or any information of you received by the Bank in the use or performance of services under the contract and not to use such documents and information for purposes unrelated to the contract. If a third party is to be informed of such documents and information, subject to your consent, the Bank shall cause the third party to be bound by the confidentiality obligation hereunder.  
In the event of a violation of the confidentiality obligation hereunder by third party in the preceding paragraph, the disclosing party shall be deemed in breach of its obligation.
- xviii. **Damage liability**  
The parties agree that in the event of damage to either party caused by delay, omission or mistake in sending or receiving electronic documents under the contract due to a circumstance for which the other party is liable, the party shall be liable for damage sustained by the other party and interest accrued thereon.
- xix. **Recordkeeping**  
The parties shall keep all records related to electronic documents sent through the services and shall ensure the truthfulness and integrity of the records. The Bank shall exercise the duty of care of a good faith manager in keeping the records in the preceding paragraph for at least five (5) years; provided, however, that if there are longer periods specified in laws, such longer periods shall prevail.
- xx. **Validity of electronic documents**  
The parties agree to communicate by electronic documents, and the electronic documents exchanged under the contract shall be as valid as written documents, unless such validity is prohibited by laws.
- xxi. **Termination of contract by customer**  
You may terminate the contract at any time by visiting any of the Bank's branches or in a manner agreed to by the parties to request such termination.
- xxii. **Termination of contract by the Bank**  
To terminate the contract, the Bank shall notify you in writing with a thirty (30) day advance notice; provided, however, the Bank may terminate the contract at any time by issuing a written notice to you or in a manner agreed to by both parties if you have any of the following circumstances:
1. You assign your rights or obligations under the contract to third party without consent or authorization of the Bank;
  2. You have filed for bankruptcy in accordance with the Bankruptcy Act or filed for rehabilitation or liquidity in accordance with the Consumer Debt Clearance Act;
  3. You breach the provisions under Articles 15 to 17 of the contract; and
  4. You breach any other provisions under the contract and fail to make a correction upon request or fail to perform your obligation within a specified period of time.
  5. You breach Article 26(6) of Section I. General Terms, Part I. Account Opening under the General Account Opening Agreement
  6. You no longer have a valid account or credit card with the Bank, the Bank may terminate the contract at any time without notifying you.
- xxiii. **Modifications**  
Where there is any modification or amendment to any provision under the contract and the Bank notifies you in writing or Branches or Website or in a manner agreed to by the parties, you will be deemed to have agreed to such modification or amendment to the provision unless you send a notice to the Bank within seven (7) days, indicating your dissent. However, where there is a change to the following items, the Bank shall notify you in writing or in a manner agreed to by both parties sixty (60) days prior to such change stating the changed items and the new and old provisions in a conspicuous and clear manner, and that you will be deemed to have agreed to such modification or amendment to the provision unless you send a notice to the Bank before the effective date of the changed items indicating your dissent, and that you shall notify the Bank to terminate the contract within the dissenting period above if you have any dissent:
1. The manner in which you or the Bank notifies each other where there is any unauthorized use or theft of legally authorized user name and password by third party, or any other circumstances where legal authorization is not obtained.
  2. Other items prescribed by competent authorities.
- xxiv. **Notices**  
You agree that all notices from the Bank to you will be sent to the address left by you in the contract. Where there is any change to your address, you should immediately notify the Bank in writing or in a manner agreed, and you agree that all notices from the Bank to you will be sent to the changed address. If you do not notify the Bank of the change to your address in writing or in a manner agreed, all notices from the Bank to you will still be sent to the address left by you in the contract or the last notified address left by you.
- xxv. **Governing Law**  
The contract shall be governed by and construed in accordance with the laws of the Republic of China ("ROC").
- xxvi. **Jurisdiction**  
In case of any dispute arising from this FX T&Cs, the Customer and the Bank agree that the Taiwan Taipei District Court or the court having jurisdiction over the Bank's branch which has business relationship with the Customer will be the court in the first instance; however, where the law provides for exclusive jurisdiction, such provision will apply. This provision shall not exclude the jurisdiction of the small claims court under Clause 47 of the Consumer Protection Act or Clause 436-9 of the Code of Civil Procedure.
- xxvii. **Headings**  
All headings and titles used in the contract are for the convenience only and shall in no circumstances affect interpretation, explanation and understanding of the provisions of the contract.
- xxviii. **Counterparts**  
Unless both parties agree that the contract can be delivered in soft copy by e-mail or other agreed methods and the delivery can be deemed as handing over hard copy of the contract, the contract is executed in 2 counterparts, to be held each by the Bank and you.
- xxix. **Use of Online Banking and Mobile Banking**
1. **"Apply for Online Banking": you may apply for use of Online Banking services in the following ways:**
    - (1) **If you have opened a TWD current account. You shall visit any of the Bank's branches personally to file your application. Upon the Bank's approval, you need to go to the log-on page of the Online Banking portal for online registration to complete your application before you may use the services you have agreed with the Bank.**
    - (2) **If you are at the age of 18 or above and you are an R.O.C. citizen and have opened a TWD current account, you may apply for Online Banking through online. Upon authentication, you may complete online application process. If you have applied for Online Banking in the above manner, availability of online services is subject to the Bank's policy.**
    - (3) **If you have the Bank's credit card and haven't opened a TWD current account, you may apply for Online Banking services through online registration. If you have applied for Online Banking in the above manner, availability of online services is subject to the Bank's policy. If you have the Bank's credit card and subsequently opened a TWD current account and applied for Online Banking, you may use the services you have agreed with the Bank upon the completion by the Bank of the activation process.**
    - (4) **Apply for Online Banking in any other manners agreed to by the Bank.**
  2. **"Change/cancellation of Online Banking agreement": You need to go to any of the Bank's branches to apply for change to Online Banking agreement. Upon the Bank's approval, the change to the services you have agreed with the Bank will take effect. You may also apply for change/cancellation of Online Banking agreement in a manner agreed to by the Bank. Any modification on Online Banking will be synchronized to Mobile Banking too.**
  3. **"Access and use of Online Banking and Mobile Banking"**

- (1) When you go to the log on page of Online Banking and Mobile Banking, you need to enter the correct ID number, user name and Online Banking Password. You will be granted access to your page when the Bank's information system verifies accuracy of the above information.
  - (2) If you have not provided your mobile phone number to the Bank, you agree the transaction services of Online Banking and Mobile Banking services will be limited to designated account's transactions which are enabled with Online Banking Password. Transactions enabled with SMS OTP will not be available. If you provide a mobile phone number to the Bank for receipt of SMS OTP in the future, you will have to act in accordance with the policy on removal of suspension of SMS OTP service to proceed with transactions enabled with SMS OTP
  - (3) The Bank will always identify the Customers' log-in of their Username, National ID numbers and Online Banking password to login and use the Service as the Customers' valid instruction. With regard to Online Banking and Mobile Banking, one National ID may only be used to log into single application at a time. Where there are multiple successful login attempts, the second login will cause the first login to be invalidated.
  - (4) When using the Online Banking Service and Mobile Banking, if the customer does not execute any instructions for more than ten minutes, the Bank will have the customers log out from the system automatically.
  - (5) You are not allowed to transfer to non-designated account via Online Banking if you log on Online Banking through mobile phone or tablet computer, unless you have completed the device binding upgrade.
4. Mobile Banking Service:
- (1) Mobile device binding (up to three (3) devices), you can choose any of the following methods for device binding-
    - A. You shall enter the correct National ID, User name and the mobile banking password. The Bank will then send SMS OTP to the mobile phone number designated by you. You need to enter the correct SMS OTP to complete the device binding (hereinafter "SMS OTP Binding"). After the completion of SMSOTP Binding, if you want to enable biometric verification and push confirmation methods for specific transactions, you must log in to Mobile Banking and follow the system instructions to complete the relevant upgrades. The specific transaction are subject to the relevant terms and conditions announced on the Bank's official website.
    - B. Upon completion all the steps for SMS OTP Binding and SIM card authentication, the SIM card binding will be completed (hereinafter "SIM Card Binding"). After completion of SIM Card Binding, the system will simultaneously enable biometric verification and push confirmation for specific transactions. The specific transaction are subject to the relevant terms and conditions announced on the Bank's official website
    - C. You may set up the mobile device binding through the Web ATM, and follow the system instructions to complete the mobile device binding after logging in to the mobile device on the day of setup (hereinafter "Web ATM Binding"). Upon completion of Web ATM Binding, the system will simultaneously enable biometric verification and push confirmation for specific transactions. The specific transaction are subject to the relevant terms and conditions announced on the Bank's official website.
    - D. Other methods provided by the Bank. If you have the Bank's credit card and haven't opened a TWD current account, designated transactions using biometric verification and push confirmation will not be provided.
  - (2) For quick access service
    - A. To set up the quick access service, you shall first login to the Mobile Banking services and then set up the quick access service using the functions available on the relevant mobile device. You may de-active or active the quick access service at any time or change the way for quick access service.
    - B. Using Fingerprint Recognition to set up quick access service: incorrect password is entered more than three (3) consecutive times in same mobile banking service, or the mobile device does not have identification information, or using service and entering incorrect password over the maximum number of the operating system setting of the relevant mobile device (all mobile banking services combined calculations), the quick access service will be automatically shut down by system. To re-activate the service, you are required to login to the Mobile Banking services to reset the quick access service.
    - C. Using Face Recognition to set up quick access service or as the authentication method of transaction : the restrictions and the method for re-activation thereof shall be administered by the operating system setting of the relevant mobile device.
    - D. When your online banking and mobile banking services are cancelled, the quick access service will also be closed automatically.
    - E. You understand and agree that the Bank shall treat each Mobile Banking services used by you via quick access service as your valid instructions after logging into the Mobile Banking.
    - F. To keep the account secure, you shall use the quick access service with prudence, shall not share the verified mobile device with others (or store another person's fingerprint or facial recognition information), shall not crack a mobile device arbitrarily and shall carefully prevent attacks from hackers. You shall immediately notify the Bank by phone or via other means as agreed by the Bank to suspend the Mobile Banking services upon discovery of any unauthorized or illicit use of the quick access service by another person. The instructions given by a third party prior to the Bank's receipt of the above notification shall be deemed to be your valid instruction for which you shall be solely responsible for. You shall be liable for any damages the Bank suffers.
    - G. You understand and agree that the Bank is not the manufacturer of the fingerprint recognition or facial recognition feature built in a mobile device, and there is no partnership or agency relationship between the Bank and any manufacturer of a mobile device. The manufacturer shall be responsible for any problems caused by the fingerprint recognition or facial recognition feature built in a mobile device.
    - H. You understand and agree that the mobile devices eligible for quick access service shall be those as published on the Bank's website.
  - (3) You understand and agree that the Bank is not liable for any damages to your mobile device, loss of data or other losses caused by any disruption, delay, data transmission or storage error under the Mobile Banking services due to internet congestion or disruption, malfunction or impairment of internet system software/hardware of telecommunication companies or other events not attributable to the Bank.
  - (4) No Mobile Banking related services shall be available after cancellation of the Online Banking services.
  - (5) Terms and conditions for "Pre-login" under Mobile Banking Services:
    - A. "Pre-login" under Mobile Banking Services means under the condition that you haven't login Mobile Banking, you can quickly preview the information the Mobile Banking preset or the account related information set by yourself. The preset of pre-login service is closed. You have to login the Mobile Banking and complete the relevant settings to enable pre-login. You can set or revise the item of pre-login by yourself.
    - B. If the Mobile Banking has been logged in with different ID in a mobile device and agree using pre-login service, the Bank will provide pre-login service for the last login identity of setting items.
  - (6) Terms and conditions for "Push Notification" under Mobile Banking Services:
    - A. If you authorize more than one mobile device to receive push notification, the items will be set with the last setting, and the push notification will only be sent to the last setting mobile device.
    - B. If you have logged in the Mobile Banking with different ID in a mobile device and start the function of Push Notification, the Bank will only send the notification to the last one logging in.
    - C. The Bank has no responsibility if you cannot receive the notification for reasons not attributable to the Bank, and will not resend the push notification.
5. Terms and conditions for "Global Account Link" Service under Online Banking and Mobile Banking
- (1) By logging in to your Online or Mobile Banking in Taiwan or any country providing Global Account Link Service, You can check your account information of other countries providing Global Account Link Service.
  - (2) The countries which provide Global Account Link Service shall be based on the notices post on the Bank's website.
  - (3) If you initiate a transfer of same currency from your foreign currency current accounts in Taiwan to your accounts in other countries providing Global Account Link Service, you agree to pay the Service fees and costs according to the fee schedule of Taiwan. If you initiate a transfer from your foreign

currency current accounts in any country providing Global Account Link Service to your accounts in Taiwan, the Service fees and costs shall be charged according to the agreement between you and the country providing Global Account Link Service.

- (4) You agree that the Global Account Link Service shall be subject to the banking operation and local regulations of the country providing Global Account Link Service.
  - (5) The Bank reserves the right to change the items and features of Global Account Link Service at any time, and you agree that the Bank will not be liable to you or any third party for any Global Account Link Service provided by other countries.
6. Each transaction you conducted by using the services provided under the agreement will, in accordance with Subparagraph 5, Article 2 of the Guidelines for Reasonable Exceptions to the Right of Rescission of Distance Sales, be excluded from application of the right to rescind under Paragraph 1, Article 19 of the Consumer Protection Act.
  7. You agree that the Bank may conduct the session tracking of Online and Mobile Banking service.

xxx. Account designation and maximum transaction limit

1. When applying for Online Banking services, all your TWD and foreign currency current accounts in the Bank will be automatically set as designated accounts for transfer, except for joint accounts (only joint marital account for which two specimen chops are required). Cheque accounts will be automatically set as designated transfer in account without your application. The designated account number will be activated on the next day of completing online activation process via branch or on the next day of completing application of Online Banking through the Bank's website.
2. When you apply for new designated accounts for transfer or modification of designated accounts for transfer, the accounts will become valid on the 1~2 days following the application for designation of this account. The validated designated account number will be synchronized to Mobile Banking too.
3. If you wish to apply for Online Banking and Mobile Banking "transfer to designated account" feature (a third party account in the Bank as transfer in account and interbank transfer service), you need to file a written application to the Bank and act as required by the Bank. Also, transfer transactions include two types of transfer, i.e. "transfer to designated account" and "transfer to non-designated account." Transfers to designated transfer in account will not be available until completion of written application, while transfers to non-designated transfer in account are always available without prior application.
4. You agree to the transfer restrictions and maximum transaction limit imposed by the Bank shall follow the bank's official website. Others: Per ALMA and Integrated account have apt for pledge and overdraft, you cannot early terminate the time deposit if (1) apt for pledge (2) over the overdraft limits (3) occurrence of non-compliance issue or law issues.
5. In the event that funds are incorrectly deposited in your account or more money is paid than the billed amount due to the Bank's error in providing services, computer system breakdown or other circumstances, the Bank upon discovery of the event may deduct funds directly from your account without giving you a prior notice. If you have withdrawn such funds, you shall be liable to return the funds.
6. Fund remittances to another local bank account or foreign currency remittance to local/overseas bank account may only be performed during the business hours of FISC or the financial institution to which funds will be transferred.
7. Upon receipt your specific foreign currency remittance instructions, the Bank will perform the transaction within a certain period of time. In case of incorrect information or where the sum of the amount to be remitted and the handling fee exceeds the account balance, or if the Bank has any questions about the particular remittance instruction, the Bank shall have the right not to perform the remittance and you shall always accept the decision.
8. You may cancel your scheduled transaction not later than one day before the effective date of remittance. If the Bank does not receive your cancellation request before the above period of time, the Bank may directly perform the scheduled transaction on the effective date without further confirming the remittance with you. However, in case of incorrect information or where the sum of amount to be transferred exceeds the account balance on the effective date, or if the bank has any questions about the particular scheduled transaction, the Bank shall have the right not to perform the scheduled transaction and you shall always accept the decision.

**Fee Charging Standards (Individual Clients)**

Fee Waiver Criteria	Personal Banking	Premium Banking	Priority Banking	Priority Private
Fee waiver for over the counter financial services	None	None	AUM above NT\$3 million (inclusive): 3 times per month AUM above NT\$15 million (inclusive): 5 times per month	AUM above NT\$30 million (inclusive): 10 times per month
For fees not charged by our Bank including: storage fee, postage, cheque inquiry, courier fee, SWIFT / cable fee, received in full fee, other fee charged by oversea banks, etc., which can only be applied under Priority Private clients' waived items, but not applicable for Priority Banking clients.				
Fee Charging Standards				
General Service				
Certificate of deposit account balance	NT\$20 each		Free	Free
Bank Voucher or Payment Document retrieval	Within 3 months (inclusive): NT\$100 each; Over 3 months: NT\$200 each + storage checkout fee NT\$800		Within 3 months (inclusive): Free Over 3 months: storage checkout fee NT\$800	Free
Re-issuance of Bank Statement of non-current month	Within 6 months (inclusive): NT\$100 each; Over 6 months: NT\$200 each		Free	Free
Report loss of Deposit Certificate/ Passbook and apply for replacement	NT\$100 each		Free	Free
Report loss and change the authorized seal	NT\$100 each		Free	Free
Deposit Certificate Pledge Setting	NT\$100 each		Free	Free
Postage for Bank related Documents	Local NT\$80 each; International NT\$300 each		Local NT\$80 each; International NT\$300 each	Free
Domestic Remittances				
NT\$ 2 million (inclusive) or less	NT\$30 per remittance (NT\$100 per remittance for non-SCB customers)		NT\$30 per remittance	NT\$30 per remittance
More than NT\$ 2 million to maximum NT\$ 20 million (inclusive)	NT\$10 for every additional NT\$ 1 million (NT\$50 per remittance for non-SCB customers every additional NT\$ 1 million)		NT\$10 for every additional NT\$1 million	NT\$10 for every additional NT\$1 million
Cheque				
Application of Regular Cheque	Average Deposit Balance of last 3 month: - NT\$ 100,000 (inclusive) or less: NT\$20 per cheque - NT\$ 100,000 to NT\$ 500,000 (inclusive): NT\$ 10 per cheque - NT\$ 500,000 or above: Free		Free	Free
Application of Personalized Cheque	NT\$200 + Customized Printing Fee		Free + Customized Printing Fee	Free + Customized Printing Fee
Issuance of Cashier Cheque	NT\$100 per cheque		Free	Free
De-registration footnoting of dishonored check	NT\$225 per cheque		NT\$225 per cheque	NT\$225 per cheque
Dishonored Cheque due to insufficient deposit balance	NT\$200 per cheque		NT\$200 per cheque	NT\$200 per cheque
Cheque Credibility Inquiry / Dishonored Cheque Inquiry	NT\$200 per cheque		NT\$200 per cheque	Free
Within county Cheque Clearing / Other counties Cheque collection	NT\$5 per cheque		Free	Free
Cheque Withdrawal	NT\$100 per cheque		NT\$50 per cheque	NT\$50 per cheque
Non-clearing Area Collection	NT\$100 per cheque		NT\$50 per cheque	NT\$50 per cheque
Application for Cashing Cheque after Rejected / Account closed	NT\$200 per cheque		NT\$200 per cheque	NT\$200 per cheque
Report cheque loss and suspend payment	NT\$200 per cheque		NT\$50 per cheque	NT\$50 per cheque
Cheque payment cancellation	NT\$100 per cheque		NT\$50 per cheque	NT\$50 per cheque
ATM card / Online Banking / Mobile Banking / Phone Banking				
Domestic Cash Withdrawal – on-us ATM	Free	Free	Free	Free

Intra-Bank Transfer – on-us channel	Free	Free	Free	Free
Domestic Cash Withdrawal – off-us ATM	NT\$5 each	Free for first 30 transactions each month, maximum 15 transactions per day (valid till 31/12/2021); for transactions exceed waiver quota, each transaction to be charged according to Personal Banking Fee table	Free for first 15 transactions each day; for transactions exceed waiver quota, each transaction will be charged according to Personal Banking Fee Table	Free for first 15 transactions each day; for transactions exceed waiver quota, each transaction will be charged according to Personal Banking Fee Table
Intra-Bank Transfer – off-us channel	Above NT\$1,000: NT\$15 per transfer; Under NT\$1,000: NT\$10 per transfer (Free of charge for first Inter-Bank transfer of NT\$500 or under each day)			
Inter-Bank Transfer – all channels				
ATM Card Replacement	NT\$100 each		Free	Free
ATM Card Unlock	NT\$50 per request		Free	Free
<b>ACH Initiator Services</b>				
ACH Collection / Payment	NT\$10 each		NT\$10 each	NT\$10 each
ACH Collection Authorization for Direct Debit setup	NT\$50 each		NT\$50 each	NT\$50 each
<b>Foreign Currency Cash</b>				
Handling fee for Foreign Currency Cash Deposit / Withdrawal	Charged based on Spread* (Minimum NT\$100)		Charged based on Spread* (Minimum NT\$100)	Charged based on Spread* (Minimum NT\$100)
NTD to Foreign Currencies (including RMB) Exchange	NT\$100 each		Free	Free
Foreign Currencies (Including RMB) to NTD Exchange	NT\$100 each; NT\$500 each with other banks Receipt; NT\$500 each for non-SCB clients		Free with SCB Receipt; NT\$500 each with other banks Receipt	Free with SCB Receipt; NT\$500 each with other banks Receipt
Spread*: (1) Spread calculation of USD cash transaction is cash deposit/withdrawal amount x 15%, the amount from Spread calculation to be collected in NTD. For example, Spread charged for cash deposit of 1,000 USD is: 1,000x15% =150. The charge will be in NTD150. (2) Spread calculation of other currencies is cash deposit/withdrawal amount x (the difference between Selling cash rate and selling spot rate), the amount will be collected in NTD.				
<b>Account Maintenance Fee</b>				
Account Maintenance Fee	None		Account Maintenance Fee of NT\$1,000 per month will be charged in the following month for not reaching the criteria of monthly average AUM equivalent to NT\$3,000,000 or above.	
<b>Foreign Currency Inward Remittance</b>				
Inward telegraphic transfer (Including transferred from on-us OBU)	0.05% of Inward Remittance amount (NTD equivalent, Minimum NT\$200, Maximum NT\$800)		Free	Free
Fixed NTD amount Inward Remittance into NTD account	0.05% of Inward Remittance amount (NTD equivalent, Minimum NT\$200, Maximum NT\$800) + SWIFT / Cable Fee NT\$350		SWIFT / Cable Fee NT\$350	SWIFT / Cable Fee NT\$350
Remittance Rejection Charge	USD10		USD 10	USD 10
<b>Foreign Currency Outward Remittance (Limited to SCB customers; Fee charge by overseas correspondent bank is not included)</b>				
Outward Telegraphic Transfer	0.05% of Outward Remittance amount (NTD equivalent, Minimum NT\$200, Maximum NT\$800) + SWIFT /Cable Fee NT\$350  An additional charge of USD35 for Received in Full amount		Swift/Cable Fee NT\$350 (No handling fee and SWIFT /Cable fee for outward remittance to SCB account in other countries)  An additional charge of USD35 for Received in Full amount	Swift/Cable Fee NT\$350 (No handling fee and SWIFT /Cable fee for outward remittance to SCB account in other countries)  An additional charge of USD35 for Received in Full amount
Outward Remittance Amendment / Inquiry / Cancellation / Rejection	Swift/Cable Fee NT\$350		Swift/Cable Fee NT\$350	Swift/Cable Fee NT\$350
Outward Demand Draft	0.05% of Outward Remittance amount (NTD equivalent, Minimum NT\$200, Maximum NT\$800) + SWIFT /Cable Fee NT\$350		0.05% of Outward Remittance amount (NTD equivalent, Minimum NT\$100, Maximum NT\$800) + SWIFT /Cable Fee NT\$350	0.05% of Outward Remittance amount (NTD equivalent, Minimum NT\$100, Maximum NT\$800) + SWIFT /Cable Fee NT\$350
Demand Draft Amendment / Inquiry/ Cancellation/ Lost	Swift/Cable Fee NT\$350		Swift/Cable Fee NT\$350	Swift/Cable Fee NT\$350
Outward Remittance to on-us OBU	USD10		Free	Free
<b>Foreign Currency Clean Bills (Limited to SCB customer; Fee of overseas correspondent bank is not included)</b>				
Clean Bill Collection (Minimum of USD100 equivalent)	0.05% of each cheque face value; Travelers Cheque not issued by American Express is charged according to the total value of each		0.05% of each cheque face value; Travelers Cheque not issued by American Express is charged	0.05% of each cheque face value; Travelers Cheque not issued by American Express is charged

	transaction (Equivalent NTD, minimum NT\$200, maximum NT\$800) + Postage: Asia NT\$300, Oceania / US & Canada / Europe / Other areas NT\$600	according to the total value of each transaction (Equivalent NTD, minimum NT\$200, maximum NT\$800) + Postage: Asia NT\$300, Oceania / US & Canada / Europe / Other areas NT\$600	according to the total value of each transaction (Equivalent NTD, minimum NT\$200, maximum NT\$800) + Postage: Asia NT\$300, Oceania / US & Canada / Europe / Other areas NT\$600
Clean Bill Rejection	Charged according to fee of overseas correspondent bank	Charged according to fee of overseas correspondent bank	Charged according to fee of overseas correspondent bank
* AUD Clear Bill Collection / Dishonour Service will not be accepted after August 14th 2023; NZD Clear Bill Collection / Dishonour Service will not be accepted after December 8th 2023.			
<b>Offshore Banking Unit (OBU) (Limited to SCB customer; Fee of overseas correspondent bank is not included)</b>			
Intra-Bank Transfer Between On-us OBU	Free	Free	Free
Outward Remittance (Including Demand Draft)	USD20+SWIFT/Cable Fee USD20 An additional charge of USD35 for Received in Full amount service	USD20+SWIFT/Cable Fee USD20 Additional charge of USD35 for Received in Full amount service	USD20+SSIFT/Cable Fee USD20 Additional charge of USD35 for Received in Full amount service
Outward Remittance to On-us Domestic Account (DBU)	USD10	Free	Free
Outward Remittance Amendment / Inquiry / Cancellation / Rejection	USD10	USD10	USD10
Inward Remittance (Including remittance from On-us DBU)	USD10	Free	Free
Inward Remittance Rejection Charges	USD10	USD10	USD10
Clean Bill Collection (Minimum of USD100 equivalent)	USD10 + Postage Fee: Asia US\$10, Oceania / US & Canada / Europe / Other areas US\$20	USD10 + Postage: Asia US\$10, Oceania / US & Canada / Europe / Other areas US\$20	USD10 + Postage: Asia US\$10, Oceania / US & Canada / Europe / Other areas US\$20
Clean Bill Rejection	Charged according to fee of overseas correspondent bank	Charged according to fee of overseas correspondent bank	Charged according to fee of overseas correspondent bank
* AUD Clear Bill Collection / Dishonour Service will not be accepted after August 14th 2023; NZD Clear Bill Collection / Dishonour Service will not be accepted after December 8th 2023.			

## Note :

- The criteria of identifying the customer groups applicable to the Fee Charging Standard are as follows: (1) Priority Private: applies to Priority Private tagging customers with monthly average AUM balance above NT\$30 million (Inclusive); (2) Priority Banking: applies to Priority Banking tagging customers with monthly average AUM balance above NT\$ 3 million (Inclusive); (3) Premium Banking: applies to Premium Banking tagging customers with monthly average AUM balance above NT\$ 800 Thousand (Inclusive); (4) Personal Banking: applies to general customers and Priority Private, Priority Banking, Premium Banking customer whose monthly average AUM balance does not meet the above mentioned criteria.
- For the fee charges other than the automatic channel listed in this table, Priority Banking customers may have 3 times OTC fee waivers in the next month if monthly average AUM reached NT\$ 3 million (inclusive); 5 times OTC fee waivers if monthly average AUM reached NT\$ 15 million (inclusive); Private Banking customers may have 10 times OTC fee waivers in the next month if monthly average AUM reached NT\$30 million (inclusive).
- The Fee Charging Standard for all services above are for fees of the Bank, excluding fees of overseas correspondent banks. The automatic channels mentioned in the table includes ATM / Online ATM / Online Banking / Mobile Banking / Phone Banking. The Bank reserves the right to change and terminate the Charging Standards at any time. If there is any change, the Bank will announce in accordance with the way stipulated in the General Agreement for Account Opening. If the Customer disagree with the changes, the Customer may inform the Bank in written notice to terminate the General Agreement for Account Opening and close the account before the changes take effect.
- If Premium Banking / Priority Banking / Priority Private customer hold an eSaver account, the automatic channels inter-bank transfer fee waivers will apply to eSaver rules. If Premium Banking / Priority Banking / Priority Private customer make inter-bank withdrawal or transfer via automatic channels more than 15 times on the same date, the handling fee for each transaction will be charged based on the Charging Standards for Personal Banking customers.
- If Customer continuously making small and intensive withdrawal or transfer transactions within short period of time, the Bank may restrict or terminate customers' fee waivers privilege at any time and may require customers to repay the reduced fee waiver amount.
- Fee waivers are applicable for the "Foreign Currency Cash Deposit / Withdrawal". The number of fee waivers being used is calculated by taking NT\$750 as a unit. The exceeding amount after using fee waivers of each transaction, the handling fee should still be charged. For example: The Customer withdraws USD 20,000 from account, the spread is NT\$3,000, fee waivers can be used for 3 times at once, then total waived amount will be NT\$2,250, the remained handling fee of NT\$750 should still be charged.
- If there is any conflict between the English and Chinese version of Financial Services Fee Charging Standards, the Chinese version shall prevail.

**The Fee Charging Standards is announced on 24/11/2023, and it has taken effect since 08/12/2023**

**Fee Charging Standards (Business Clients)**

Fee Charging Standards	Business Banking	Elite Enterprise
<b>General Service</b>		
Certificate of deposit account balance	NT\$20 each	Free
Bank Voucher or Payment Document retrieval	Within 3 months (inclusive): NT\$100 each Over 3 months (exclusive): NT\$200 each + storage checkout fee NT\$800	Within 3 months (inclusive): Free Over 3 months: storage checkout fee NT\$800
Re-issuance of Bank Statement of non-current month	Within 6 months (inclusive): NT\$100 each Over 6 months: NT\$200 each	Free
Report loss of Certificate/Passbook and applying for replacement	NT\$100 each	Free
Report loss and change the authorized seal	NT\$100 each	Free
Deposit Certificate Pledge Setting	NT\$100 each	Free
Postage for Bank related Documents	Local NT\$80 each; International NT\$300 each	Local NT\$80 each; International NT\$300 each
<b>Domestic Remittances</b>		
NT\$ 2 million (inclusive) or less	NT\$30 per remittance (NT\$100 per remittance for non-SCB customers)	NT\$30 per remittance (NT\$100 per remittance for non-SCB customers)
More than NT\$ 2 million to maximum NT\$ 20 million (inclusive)	NT\$10 for every additional NT\$ 1 million (NT\$50 per remittance for non-SCB customers for every additional NT\$ 1 million)	NT\$10 for every additional NT\$ 1 million (NT\$50 per remittance for non-SCB customers / for every additional NT\$1 million)
<b>Cheque</b>		
Application of Regular Cheque	NT\$20 per Cheque	NT\$20 per Cheque
Application of Personalized Cheque	NT\$20 per Cheque + Customized Printing Fee	NT\$20 per Cheque + Customized Printing Fee
Issuance of Cashier Cheque	NT\$100 per Cheque	Free
De-registration footnoting of dishonored cheque	NT\$225 per Cheque	NT\$225 per Cheque
Dishonored Cheque due to insufficient deposit balance	NT\$200 per Cheque	NT\$200 per Cheque
Cheque Credibility Inquiry / Dishonored Cheque Inquiry*	NT\$200 per request	NT\$200 per request
Within county Cheque Clearing / Other counties Cheque collection	NT\$15 per Cheque	NT\$15 per Cheque
Cheque Withdrawal	NT\$150 per Cheque	NT\$50 per Cheque
Non-clearing area Collection	NT\$150 per Cheque	NT\$50 per Cheque
Application for Cashing Cheque after Rejected / Account closed	NT\$200 per Cheque	NT\$200 per Cheque
Report cheque loss and suspend payment	NT\$200 per Cheque	NT\$50 per Cheque
Cheque payment cancellation	NT\$100 per Cheque	NT\$50 per Cheque
*If encountering no data or wrong data of responsible person from the cheque account credit inquiry, an additional credit inquiry is needed for the responsible person and an additional inquiry fee of NT\$200 will be charged.		
<b>ATM card / Online Banking / Mobile Banking / Phone Banking</b>		
Domestic Cash Withdrawal – on-us ATM	Free	Free
Domestic Cash Withdrawal – off-us ATM	NT\$5 each	NT\$5 each
Intra-Bank Transfer – on-us channel	Free	Free
Intra-Bank Transfer - off-us channel	Above NT\$1,000: NT\$15 per transfer; Under	Above NT\$1,000: NT\$15 per transfer; Under

Inter-Bank Transfer – all channels	NT\$1,000: NT\$10 per transfer (Free of charge for first Inter-Bank Transfer of NT\$500 or under each day)	NT\$1,000: NT\$10 per transfer (Free of charge for first Inter-Bank Transfer of NT\$500 or under each day)
ATM Card Replacement	NT\$100 each	Free
ATM Card Unlock	NT\$50 per request	Free
<b>ACH Initiator Services</b>		
ACH Collection / Payment	NT\$10 each	NT\$10 each
ACH Collection Authorization for Direct Debit setup	NT\$50 each	NT\$50 each
<b>Small and Medium Enterprise Internet Banking-eBanker</b>		
Annual Fee for FXML Certificate	NT\$2,000	Free
Cost on Hardware Carrier of Certificate	NT\$1,750	Free
<b>Foreign Currency Cash</b>		
Handling fee for Foreign Currency Cash Deposit / Withdrawal	Charged based on Spread* (Minimum NT\$100)	Charged based on Spread* (Minimum NT\$100)
NTD to Foreign Currencies (including RMB) Exchange	NT\$100 each	Free
Foreign Currencies (Including RMB) to NTD Exchange	NT\$100 each; NT\$500 each with other bank Receipt; NT\$500 each for non-SCB clients	Free with SCBs Receipt; NT\$500 each with other bank Receipt
Spread*: (1) Spread calculation of USD cash transaction is cash deposit/withdrawal amount x 15%, the amount from Spread calculation to be collected in NTD. For example, Spread charged for cash deposit of 1,000 USD is: 1,000x15% =150. The charge will be in NTD150. (2) Spread calculation of other currencies is cash deposit/withdrawal amount x (the difference between Selling cash rate and selling spot rate), the amount will be collected in NTD.		
<b>Account Maintenance Fee</b>		
Account Maintenance Fee	Account Maintenance Fee of NT\$1,000 per month will be charged in the following month for not reaching the criteria of monthly average AUM equivalent of NT\$500,000 or above.	
<b>Foreign Currency Inward Remittance</b>		
Inward telegraphic transfer (Including transferred from on-us OBU)	0.05% of Inward Remittance amount (NTD equivalent, Minimum NT\$200, Maximum NT\$800)	Free
Fixed NTD amount Inward Remittance into NTD account	0.05% of Inward Remittance amount (NTD equivalent, Minimum NT\$200, Maximum NT\$800) + SWIFT / Cable Fee NT\$350	SWIFT / Cable Fee NT\$350
Remittance Rejection Charges	USD10	USD 10
<b>Foreign Currency Outward Remittance (Limited to SCB customer; Fee charges by overseas correspondent bank is not included)</b>		
Outward Telegraphic Transfer	0.05% of Outward Remittance amount (NTD equivalent, Minimum NT\$200, Maximum NT\$800) + SWIFT / Cable Fee NT\$350 An additional charge of USD35 for Received in Full amount	Swift / Cable Fee NT\$350 (No handling fee and SWIFT /Cable fee for outward remittance to SCB account in other countries) An additional charge of USD35 for Received in Full amount
Outward Remittance Amendment / Inquiry / Cancellation / Rejection	SWIFT / Cable Fee NT\$350	SWIFT / Cable Fee NT\$350
Outward Demand Draft	0.05% of amount of Outward Remittance (NTD equivalent, Minimum NT\$200, Maximum NT\$800) + SWIFT / Cable Fee NT\$350	0.05% of amount of Outward Remittance (NTD equivalent, Minimum NT\$100, Maximum NT\$800) + SWIFT / Cable Fee NT\$350
Demand Draft amendment/ inquiry/ cancellation/ lost	SWIFT / Cable Fee NT\$350	SWIFT / Cable Fee NT\$350
Outward Remittance to on-us OBU	USD10	USD10
<b>Foreign Currency Clean Bills (Limited to SCBs customer; Fee of overseas correspondent bank is not included)</b>		
Clean Bill Collection (Minimum of USD100 equivalent)	0.05% of each cheque face value ; Travelers Cheque not issued by American Express is charged according to the face value of each transaction (Equivalent NTD, minimum NT\$200, maximum NT\$800) + Postage: Asia NT\$300, Oceania / US & Canada / Europe/ Other areas NT\$600	0.05% of each cheque face value ; Travelers Cheque not issued by American Express is charged according to the face value of each transaction (Equivalent NTD, minimum NT\$200, maximum NT\$800) + Postage: Asia NT\$300, Oceania / US & Canada / Europe /Other areas NT\$600
Clean Bill Rejection	Charged according to fee of overseas bank	Charged according to fee of overseas bank

* AUD Clear Bill Collection / Dishonour Service will not be accepted after August 14th 2023; NZD Clear Bill Collection / Dishonour Service will not be accepted after December 8th 2023.		
<b>Offshore Banking Unit (OBU) (Limited to SCBs customer; Fee of overseas correspondent bank is not included)</b>		
Intra-Bank Transfer Between On-us OBU	Free	Free
Outward Remittance (Including Demand Draft)	USD20+SWIFT / Cable Fee USD20 An additional charge of USD35 for Received in Full amount service	USD20+SWIFT / Cable Fee USD20 An additional charge of USD35 for Received in Full amount service
Outward Remittance to On-us Domestic Account (DBU)	USD10	USD10
Outward Remittance Amendment / Inquiry / Cancellation / Rejection	USD10	USD10
Inward Remittance (Including remittance from On-us DBU)	USD10	USD10
Inward Remittance Rejection Charges	USD10	USD10
Clean Bill Collection (Minimum of USD100 equivalent)	USD10 + Postage: Asia USD10, Oceania / US Canada / Europe / other areas USD20	USD10 +Postage : Asia USD10, Oceania / US Canada / Europe / other areas USD20
Clean Bill Rejection	Charged according to fee of overseas bank	Charged according to fee of overseas bank
* AUD Clear Bill Collection / Dishonour Service will not be accepted after August 14th 2023; NZD Clear Bill Collection / Dishonour Service will not be accepted after December 8th 2023.		

## Notes:

1. Business Banking Clients refers to clients who are serviced under the Business Banking segment of SCB. The Fee Charging Standard for Elite Enterprise applies to the Business Banking Clients whose deposits balance or monthly average deposit balance reaches the equivalent of NT\$ 3 million (inclusive) on trade date.
2. The Fee Charging Standards of all services above are fees of the Bank, excluding fees of overseas correspondent banks. The automatic channels mentioned in the table includes ATM / Online ATM / Online Banking / Mobile Banking / Phone Banking. Online Banking / Mobile Banking is only applicable for individual, sole-proprietorship company and personal-investment company, other business clients may apply for Small and Medium Enterprise Internet Banking-eBanker.
3. The Bank reserves the right to change and terminate the Charging Standards at any time. If there is any change, the Bank will announce in accordance with the way stipulated in the General Agreement for Account Opening. If the Customer disagree with the changes, the Customer may inform the Bank in written notice to terminate the General Agreement for Account Opening and close the account before the changes take effect.
4. If Customer continuously making small and intensive withdrawal or transfer transactions within short period of time, the Bank may restrict or terminate customers' fee waivers privilege at any time and may require customers to repay the reduced fee waiver amount.
5. Fee waivers are not applied for fees charged by other entities, including Storage Check-out Fee, Postage, Cheque Inquiry, Courier Fee, SWIFT / Cable Fee, Received in Full Fee, and fee charged by Overseas Correspondent Bank, etc.
6. If there is any conflict between the English and Chinese version of Financial Services Fee Charging Standards, the Chinese version shall prevail.

**The Fee Charging Standards is announced on 24/11/2023, and it has taken effect since 8/12/2023**