

CHAPTER ONE INTRODUCTION

第一章 前言

These terms and conditions, which apply to your account, or any account you may open with First Commercial Bank Offshore Banking Branch (hereinafter called “the Bank” or “we”), are set out based on related laws rules, as well as the standards of good banking practice which the Bank will follow in bank’ s transactions with customer(s) (hereinafter called “you”).

本約定書是立約人向第一商業銀行國際金融業務分行(以下簡稱“本分行”)·申請開立往來帳戶所訂立之契約。該等條款乃是依法律及一般銀行業標準作業實務、慣例所訂定·俾做為貴我雙方往來所共同遵循之基礎。

Please read these pages carefully. They give you important information about your account.

立約人應仔細謹慎的閱讀本約定書。它們將提供與立約人開立帳戶之重要的資訊。

The information in these terms and conditions are the terms of the contract between you and bank. You have right to review these terms and conditions within 7 days. When you sign an account application form, you fully understand and accept these terms and conditions. In addition, the articles, which are not in this terms and conditions, follow Domestic Banking Branch’ s rules are applicable as well. (※Attention: In case of any discrepancy between the English and the Chinese version, the Chinese version shall prevail.)

立約人有七天審閱本約定書之權利。立約人簽署約定書後·即表示接受本約定書之各項條款之約束。另外·國內分行相關規定於本約定書未備載項目可適用之。(※請注意：當本契約文義如有歧異時·以中文文義為主。)

Clients who still utilize their accounts 7 days after publication or notification of the amendment or supplementation to this agreement will be deemed to agree this amendment or supplementation.

本分行修改或增訂本約定事項時·經公告或通知送達存戶七日後·存戶仍繼續使用本帳戶者·視為承認該修改或增訂事項。

If clients do not agree amendment or supplementation to this agreement, clients can terminate this agreement by notifying the Bank in written formation within 7 days after the announcement or notice delivered. However, the clients shall remain liable for liability, lien or other encumbrance to the Bank before the termination.

存戶不同意修改或增訂約定事項時·得於公告或通知送達後七日內以書面通知本分行·終止本約定書。但對於終止前存戶依本約定書所生之應付款項及其他衍生之債務·仍須負清償責任。

Notification or letter of the Bank to clients is delivered according to the communication address written on clients’ First Commercial Bank Offshore Banking Branch Deposit Account Application Form or to the address assigned on written formation of clients. After the ordinary mailing time, such dispatch shall be deemed effectively served on clients in accordance with this agreement.

本分行對存戶所為之通知或函件·依存戶於第一商業銀行國際金融業務分行境外存款帳戶往來開戶申請書所載之通訊地址或其最後以書面指定之地址郵寄後·經通常之郵遞期間·即視為已送達於存戶。

CHAPTER TWO INSTRUCTIONS**第二章 指示**

2.1 All your written instructions such as slip or letter given to the Bank must bear your signature(s) which matches the specimen kept in bank' s file.

立約人所為之所有指示，諸如單一文件或信函等，均需立約人之簽章，且需與立約人所留存之簽章卡樣式符合。

2.2 Unless otherwise agreed between the Bank and you, no instructions will be executed before the Bank receives your original written or facsimile instruction.

除非另有約定，在本分行收到正本或傳真指示之前，本分行將不會執行該指示。

2.3 You agree to keep all security procedures, passwords, and your personal identifiers relating to your account(s) secret to prevent their unauthorized or fraudulent use.

立約人同意將所有與其本身相關之安全機制、密碼與個人身份資料等妥善保管，以防遭致盜用或詐騙使用。

2.4 You agree to inform the Bank immediately if you know or suspect that your signature might be forged. You will still be liable for transactions in accordance with your signature until you inform the Bank.

立約人同意發現其留存簽章卡上之簽章樣式可能遭到偽造時，應立即通知本分行。在未得到立約人的通知前，本分行依原簽章樣式執行立約人所為之指示均有效力。

2.5 The Bank may decline to act on any instructions if the Bank doubts their authenticity or do not consider them clear enough. The Bank may also refuse to act if the Bank believes that doing so might put the Bank in violation of any law, regulation, rule, or obligation binding on the Bank.

本分行對該指示書上授權之有效性懷疑或是該指示內容認為不夠明確時，本分行得拒絕履行立約人所為之指示。本分行認為履行該指示，將可能使本分行違反法律、慣例、規定或銀行承諾時亦同。

2.6 You may give the Bank instructions in English or Chinese.

立約人所為之指示必須以英文或中文為之。

2.7 The Bank will process your instructions on the same day as the Bank receives them during the Bank' s business hours. If instructions reach the Bank after 3:30 pm on any business day, the Bank will process the instructions on the following business day.

本分行收到立約人之指示後，於當日營業日即提供立約所需之服務。立約人之指示，逾營業日下午三時卅分送達者，本分行將在次一營業日執行。

2.8 You may cancel instructions before they are processed.

立約人得在本分行尚未作業之前取消指示。

2.9 You agree to exercise instructions carefully and reasonably so as not to mislead the Bank or to facilitate forgery.

立約人同意於合理的範圍內謹慎完成指示書，以免誤導本分行或易使他人偽造。

CHAPTER THREE FACSIMILE TRANSMITTED AGREEMENT**第三章 電話傳真同意條款**

3.1 These terms and conditions prevail in first priority as your instruction is given by facsimile, notwithstanding any instruction agreement dealt between the Bank and you.

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不論立約人與本分行前所約定指示方式為何，立約人如以電話傳真方式進行指示時，本項條款即優先適用。

3.2 The Bank is requested and authorized to rely upon and act in accordance with any communication or instructions given by your facsimile message and the facsimile instruction equates original instruction before the Bank receives your original instruction.

立約人同意本分行得依立約人電話傳真之指示，處理立約人之帳戶往來事宜，且該電話傳真指示於正本未送達前視同正本指示。

3.3 When the Bank receives your facsimile messages, the authorized bank officers shall confirm instruction purposes and sign.

當本分行收到立約人之電話傳真指示時，該指示將由有權簽章人員確認指示目的後簽名。

3.4 When the Bank receives your facsimile messages, the Bank shall verify the signatures appearing thereon and such messages may be acted upon by the Bank immediately if the signatures appear to be or purport to be the same as the specimen signatures of the authorized signatories.

本分行收到立約人之電話傳真指示時，應當立即核對指示書上之簽章是否與留存之簽章樣式相符，核對無誤後，本分行將依指示書上之指示執行。

3.5 Once the Bank receives facsimile instructions bearing your authorized signature(s), the Bank shall be entitled to act on or carry out such communication or instructions as fully authorized by and binding upon you and the Bank shall take such steps in connections with or in reliance upon communication or instructions as the Bank may in good faith consider appropriate :

本分行收到與立約人留存在本分行簽章卡相同簽章之指示後，將依該指示內容以本分行認為適當之方式處理下列之事項：

(a) To transfer funds between any of your accounts with the Bank.

在本分行各帳戶間之轉帳。

(b) To transfer funds to third-party accounts.

轉帳或匯款至第三人之帳戶。

(c) To debit your accounts with the Bank to establish foreign currency time deposits.

扣帳轉存為本分行掛牌之其他外匯定期存款。

(d) To debit your accounts with the Bank to pay bank fee.

扣帳以支付銀行費用。

(e) To credit your accounts with the Bank to liquidate foreign currency time deposits.

於外匯定期存款解約時存回立約人之外匯活期存款。

(f) Relating to Letter of Credit transactions.

信用狀之業務。

(g) Relating to transactions in foreign exchange with the Bank's Treasury.

與本分行交易部門換匯之議價。

(h) Relating to the obtaining of account balance with the Bank.

外匯存款餘額之資料獲得。

(i) Relating to the obtaining of other banking information from the Bank such as interest rates.

取得例如利率等其他相關金融資訊。

3.6 Provided that the Bank shall not be bound to act on any communication or instructions when

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there is insufficient funds in any of your accounts with the Bank or if the Bank is prevented by law or any attachment or Court Order to restraint or has other lawful excuse from complying with any communication or instructions given or purported to be given by you.

因立約人之帳戶內餘額不足、法律或法院之命令，或是其他法律上之因素而無法執行該項指示時，本分行當無執行指示之義務。

3.7 The Bank shall not be liable or responsible for any losses, expenses, claims or liabilities suffered by you as a result of any malfunction of the facsimile machines or any discrepancies or errors in the figures or instructions or messages.

因為傳真機功能損害或指示訊息的錯誤，致使立約人遭受之損失、費用請求或債務，本分行不負賠償責任。

3.8 You will accept full responsibility for all facsimile instructions given to the Bank or received by the Bank whether such instructions were given by you or purported to be given by you with or without your knowledge or consent.

立約人對其所為之電話傳真指示，應負完全之責任，不得主張對該指示內容或意旨不瞭解或無概念而免責。

3.9 You are aware that signature(s) on facsimile messages may be superimposed fraudulently or without proper authority when faxed to the Bank and you will give the Bank facsimile messages assuming such risks. The Bank shall not be held liable for any losses damages, expenses, claims or liabilities suffered by you as a result of the Bank acting upon facsimile messages so long as the signatures appearing on any such facsimile messages appear on verification to be or purport to be in accordance with the specimen signatures of the authorized signatories.

立約人瞭解電話傳真指示上之簽名有可能遭到偽造，或是缺乏授權之風險；倘指示書上之簽章樣式無法明顯核對異常，致使本分行執行該項指示對立約人因此遭致之損失、傷害、費用請求或所發生的債務，本分行不負賠償責任。

3.10 All transactions carried out by the Bank acting on your facsimiled instructions and instructions purporting to emanate from you will be binding on you from all purposes.

本分行依立約人所為電話傳真之指示辦理各項帳戶事宜，對立約人有完全拘束力。

3.11 In consideration of the Bank so doing or acting in accordance with the terms of this agreement, you undertake to indemnify the Bank and to keep the Bank indemnified against all demands, claims, liabilities, losses, actions, proceedings, damages, costs and expenses incurred or sustained by the Bank of whatever nature and howsoever arising, out of or in connection with any such communication or instructions or the acting upon or carrying out of any such communication or instructions or the taking of steps in connections with or in reliance upon such communication or instructions and you will reimburse the Bank any such sums on demand.

本分行執行立約人所為之指示所生之各項賠償金請求、債務、損失、成本及法律訴訟費用等，立約人同意隨時依本分行請求負擔/賠償本分行。

3.12 When the Bank receives notice of termination from you in written form, such termination will not release you from liability under this agreement and indemnity in respect of any acts done or performed or carried out or any step taken by the Bank in accordance with the terms of this agreement prior to the date of such termination or date of receipt of such notice whichever is

later.

立約人終止本約定書時，終止前所完成的各項電話傳真指示作業，不因終止而失其效力。

CHAPTER FOUR DEPOSITS/CREDIT

第四章 存款

4.1 You can apply to open the following deposit accounts in various currencies:

立約人得開立以下多種幣別帳戶：

(a) Demand saving account: a customer can deposit by remitting/transferring in quoted foreign currencies. (※No cash withdrawal is allowed.)

外匯活期存款：得以匯款及轉帳方式存提本分行所掛牌之外國貨幣。(※不能提領現金。)

(b) Time Deposit: a deposit that is payable on a specified date or at the expiration of a specified time after the date of deposit in foreign currencies. (※No cash withdrawal is allowed.)

外匯定期存款：本分行於該存款定有一定時期，存入後至指定到期日或到期日屆滿後，始為給付。(※不能提領現金。)

4.2 If payments are paid into your account through direct transfer, remittance or other payment instructions, the Bank will credit your account on the same business day when the Bank receives the payment.

帳戶存入之方式如係是直接轉帳存款、匯款或其他指示而得付款者，本分行將於收到款項的同一營業日入帳。

4.3 We will calculate interest on the amount you have in your demand saving account in accordance with bank's interest rate. Interest will be calculated on 20th of June and December and paid into your account on next Business day. We will automatically pay you interest on your account.

本分行將依立約人之活期存款餘額按本分行牌告利率計息。該利息於每年六月廿日及十二月廿日各結算乙次；並於次一營業日自動存入立約人之外匯存款帳戶內。

4.4 All Time Deposits in the Bank will be renewed automatically for the same period unless you instruct us otherwise. If no contrary instructions are received by the Bank, you, the undersigned, hereby authorize the Bank to automatically renew the principle of time deposits together with accrued interest on due date without further notice at the Bank's published interest rate prevailing on one business day before maturity and with the original tenor.

除非立約人另有指示，否則，辦理之外匯定期存款於到期日時均自動轉期。立約人，即簽名人，茲授權本分行在未收到立約人之相反指示時，將外匯定期存款本息於到期日時依原存款期限，自動轉期，並依本分行到期日前一營業日之牌告利率計息，不須另行通知。

4.5 In case the Time Deposit is charged in favor of the Bank as security for the payment and discharge of obligations or liabilities of the Depositor or third party, the Depositor confirms and undertakes that the letter of pledge or deposit charge as executed previously by the Depositor shall remain in full force and effect as a continuing security for the payment and discharge of the obligations or liabilities, the Time Deposit is automatically renewed even though the Time Deposit Confirmation is not duly signed by the Depositor. The Depositor pledges his/her Time Deposit to the Bank for loan as well.

外匯定期存款提供本分行設定質權，以作為立約人或第三人對本分行債務履約或還款之擔保者，縱該

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筆設質之外匯定期存款已經自動轉期，質權仍存在於轉期部分，且該相關之外匯定期存款確認書未經立約人簽名，之前所簽訂之擔保物提供證或質權設定通知書仍然有效。立約人以外匯定期存款辦理質借者亦同。

4.6 All deposits in the Bank are not secured by the “Deposit Insurance Act” .

立約人知悉存放於國際金融業務分行之存款，不受存款保險之保障。

CHAPTER FIVE WITHDRAWALS

第五章 提款

5.1 According to the law of Republic of China, you **cannot withdraw cash and exchange for New Taiwan Dollar either**. But you may transfer/remit the funds to another bank.

依中華民國法律規定，立約人**不得提領現鈔及兌換成新台幣**。但可以辦理轉帳/匯款至其他銀行。

5.2 No premature withdrawal for Time Deposit is permitted. However, you may apply for premature withdrawal if you notify the Bank 7 days in advance, and the interest shall be calculated in accordance with “First Commercial Bank Regulation for Pledge and Premature Withdrawal of Time Deposit”

外匯定期存款在到期日前不得取款。但是提早七日通知，立約人則可以辦理中途解約，利息之計算方式按照本行公布之「定期儲蓄存款質借及中途解約辦法」辦理。

5.3 You agree to maintain a credit balance in your demand saving account. You also authorize the Bank to withdraw money from your demand saving account without withdrawal slips to pay related banking expenses.

立約人同意維持帳戶上之餘額，並授權予本分行得免憑取款憑條，逕行自立約人之外匯活期存款帳戶內轉帳撥付與本分行往來所發生的各項費用。

5.4 You agree that we reserve the right to debit your account for the amounts paid into your account by instructions, which are returned/not cleared, from bank or third party.

立約人同意倘因本分行或第三人之付款指示之撤銷/不明確，本分行得自立約人之帳戶中扣回該已付訖款項之權利。

CHAPTER SIX STATEMENT

第六章 對帳單

6.1 We will provide statements regularly for you to check the entries on your accounts. You agree to check the statement carefully and inform us of any errors or entry that is wrong/or not being made in accordance with your instructions as soon as possible. We will correct any mistakes we make to your account immediately when you tell us and we aver that it/they is/are true or we notice it/them.

本分行將定期提供對帳單，供立約人核對往來明細。立約人同意仔細查對其內容，如有疑問時，將儘快通知本分行處理。本分行在接獲立約人之通知並查證屬實或本分行自行發現錯帳時，將立即更正錯誤。

6.2 In accordance with regulatory requirements or the Bank’s internal management requirements, you agree that we combine all your business based on your ID in the Bank and issue you a consolidated statement in respect of all accounts, including Checking account balance Demand saving account balance, Time deposit balance, Trust account transaction details (the trust

products subscription/purchasing/ redemption / convert/ dividends), Trust account balance, Trust account management fees details and debit notice, e-banking foreign exchange/transfers/ transaction details, outstanding derivative products statements, loan balance, and other business information, etc. The statement will be sent by your specific ways.

立約人同意由本分行以統一編號歸戶後，依法令規範或銀行內部管理需要提供往來帳戶之支票存款餘額、活期存款餘額、定期存款餘額、信託帳戶交易明細(含各信託商品申購/贖回/轉換/配息)、信託帳戶餘額、信託管理費明細暨扣款通知、透過電子銀行執行之外匯轉帳轉出交易明細、衍生性金融商品未到期明細、放款餘額及其他經指定須寄發/交付客戶對帳單之業務資料合併為「綜合業務對帳單」並依約定方式寄發/交付立約人。

6.3 You agree to verify the validity of the mailing address and email address registered at the Bank, and notify the Bank immediately when there is a change. You agree that you shall validate the email address with the method provided by the Bank when applying or changing the email address after January, 1, 2022. Where you did not complete the verification, you agree the Bank shall change the delivery of consolidated statements from email to picking up personally. Where there are losses caused by an error in the mailing address or email address registered by you at the Bank or where you delay in notifying the Bank of a change in the mailing address or email address, or where you did not complete the verification of the email address, the losses shall be borne solely by you and the Bank shall not be affected.

立約人同意先行確認留存於本分行之通訊地址及電子郵件信箱之正確性，並於變更時立即通知本分行。立約人同意自2022年1月1日起新申請或變更電子郵件信箱，應以本分行所提供之方式完成驗證電子郵件信箱後始能生效，倘未完成驗證電子郵件信箱，立約人同意得改至本分行親自領取實體綜合業務對帳單。如因立約人留存之通訊地址或電子郵件信箱錯誤或怠於通知本分行通訊地址或電子郵件信箱變更或未完成驗證電子郵件信箱所衍生之損害，由立約人自行負責，概與本分行無涉。

CHAPTER SEVEN PERSONAL DATA

第七章 個人資料

7.1 Pursuant the Law of Personal Information Protection Act, you (including depositor, director(s), and authorized person) understand that.

立約人或立約人之董事/代理人或被授權人經本分行告知後，已充分了解，本分行依個人資料保護法規定。

(a) Purpose of collection:

蒐集個人資料之目的：

- (1) 022 Foreign exchange business, 036 Deposit and remittance business, 082 Overall management of depositing and borrowing of deposit accounts and loan accounts, 088 Lending and trust business, 106 Credit business, 154 Credit investigation, 040 Marketing, 059 Collection, processing and use that comply with financial service laws and regulations and financial supervisory requirements, 060 Financial dispute settlement, 063 Personal data collection, processing and use as a non-government institution according to law, 069 Contracts, quasi-contracts and other legal affairs, 090 Consumer and customer management and services, 091 Consumer protection, 098 Commercial and technical

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information, 104 Account administration and debt trading, 136 Information/Communication and database management, 137 Information and communication security and management, 157 Surveys, statistics, research and analyses, 181 Other registered businesses or businesses as provided in the Articles of Association, and 182 Other consultation services.-

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、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或業務、090消費者、客戶管理與服務、091消費者保護事務、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、統計與研究分析及181其他經營合於營業登記項目或組織章程所定之業務、182其他諮詢與顧問服務。

- (2) Compliance matters for the U.S. Foreign Account Tax Compliance Act (FATCA) (i.e., matters related to identifying American resident taxpayers in accordance with laws and reporting information on offshore accounts of American resident taxpayers to American authorities or other statutory counterparties): Fiscal administration/Taxation administration.

美國外國帳戶稅收遵從法(Foreign Account Tax Compliance Act、簡稱 FATCA)遵循業務(即為依法辨識美國稅務居民身分別、暨向美國當局或其他法定對象申報美國稅務居民海外帳戶資料之相關業務)：財稅行政/稅務行政。

- (3) Crime prevention (including but not limited to the implementation of global Anti-Money Laundering and Combating the Financing of Terrorism measures) and criminal investigation.

犯罪預防(包括但不限於執行全球洗錢防制及打擊資恐措施)及刑事偵查。

- (b) Categories of the collected personal data listed as below, and information such as the contents of relevant business applications or contracts. The above information may be collected from the Applicant or based on the Applicant's business dealings, account activities and services rendered by The Bank, or from third parties (e.g., Joint Credit Information Center or the parties listed in 'Provision 7.1(f)') and including any information provided or changed now and in the future.

蒐集之個人資料類別如下、以及其他詳如相關業務申請書或契約書之內容、並以本分行與立約人或立約人之董事/代理人或被授權人往來之相關業務、帳戶或服務及自立約人或立約人之董事/代理人或被授權人或第三人處(例如：財團法人金融聯合徵信中心、或本條第7.1(f)所列個人資料利用之對象等)所實際蒐集之個人資料為準、且包括現在及未來提供或變更之資料：

- (1) Basic information: Includes the name, gender, date of birth, ID/registration number, marital status, family information, education background, occupation, contact information (e.g. contact phone number/address/email address, biometric characteristics (including but not limited to photos, fingerprints, and digital veins), etc.

基本資料：包含立約人或立約人之董事/代理人或被授權人的姓名、性別、出生年月日、身分證統

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一編號、婚姻、家庭情形、教育、職業、聯絡方式(如:通訊電話/地址/電子郵件信箱)、生物特徵(包含但不限於人像、指紋、指靜脈)等資料。

- (2) Account information: Includes the account number (including ones been set as intra-bank/inter-bank designated credit account) or other numbers of similar purposes, deposit account numbers, transaction account numbers, times of the previous account been set as designated, credit card numbers, account status (including but not limited to watch-listed account, derivative watch-listed account and account closure information), deposit, loan and transaction details, and financial summary, etc.

帳務資料：包含立約人或立約人之董事/代理人或被授權人的帳戶號碼(包含本分行/他行被約定轉入之金融機構帳戶)或類似功能號碼、存款帳號、交易帳戶號碼、前揭帳戶被約定為轉入帳戶之次數、信用卡帳號、帳戶狀態(包括但不限於警示帳戶、衍生管制帳戶、銷戶資訊)、存借款及其他往來交易資料及財務情況等資料。

- (3) Credit information: Includes returned check records, annulment records, blacklisting records, and performance of your business operations, credit card payment records, loan principal and interest payment records, etc.

信用資料：包含退票紀錄、註銷紀錄、拒絕往來紀錄及業務經營狀況、信用卡繳款紀錄、貸款攤付本息紀錄等資料。

- (4) Investment information: Includes the assets invested in or sold, and the amount and timing of thereof, etc.

投資資料：包含投資或出售投資之標的、金額及時間等資料。

- (5) Insurance information: Includes the type of policies purchased, the tenor, the sum insured, payment method, insurance claims, rejection records and online insurance business, and other related information.

保險資料：包括投保保險種類、年期、保額、繳費方式、理賠狀況、拒保記錄及網路投保業務等相關資料。

- (6) Mobile and online media information: Includes mobile device identifiers, mobile device location, online social media information, internet protocol (IP) addresses, internet browsing history, Cookies, etc.

行動及網路媒體資訊：行動裝置識別碼、行動裝置位置、社群網路資訊、網際網路協定(IP)位址、網際網路瀏覽軌跡、Cookie等。

- (c) Source of personal information (applicable when personal data is obtained indirectly):

Such as the Applicant's legal representatives or assistant, or the The Bank's partners for joint marketing or shared users of customers' information, promotional partners of The Bank, or other parties engaged in business with The Bank.

個人資料之來源(經本分行間接取得之個人資料者適用)：

立約人或立約人之董事/代理人或被授權人之法定代理人、輔助人，或經由與本分行共同行銷或交互運用客戶資料之公司、與本分行合作推廣業務之公司，或其他與本分行有業務往來之機構等。

- (d) You understand that the Bank uses the personal information in the duration of a particular

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purpose or period specified by the relevant laws and regulations (such as Business Entity Accounting Act, etc.), processing necessary operations, separate contract. (Whichever is the longest in duration)

立約人或立約人之董事/代理人或被授權人瞭解本分行利用個人資料期間包括：特定目的存續期間、相關法令所定期間(例如商業會計法等)、因執行業務所必須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)

- (e) The Bank processes and uses your personal information for the purposes of carrying out transactions or operational management in Republic of China, the location of our correspondent bank, the recipient location of international transmission that unrestricted by the government authority, and cross-border transfer.

本分行為執行交易或操作管理，對於前項個人資料所為之蒐集、處理、國際傳輸及利用，得使用於中華民國境內、本分行通匯行所在地、未受政府機關限制之國際傳輸個人資料接收者所在地等地區，並國際傳輸至境外。

- (f) You agree that the Bank may disclose above personal information to the third party outsourced by the Bank, institutions that are permitted by laws and regulations to make use of such information (e.g., the Bank's parent company, financial holding company, etc.), institutions related to other businesses (e.g., correspondent banks, the Joint Credit Information Center, Taiwan Clearing House, Financial Information Service Co., LTD, credit guarantors), Institutions authorized by the law (e.g., the judiciary or police department) and financial supervisory institutions, the judiciary or police department, the United States Department of the Treasury or the Department of Justice, the U.S. Internal Revenue Service, Parties approved by the Applicant in the application forms or contracts signed by the Applicant for related businesses (e.g., the Bank's partners for joint marketing or shared users of customers' information, promotional partners of the Bank, etc.). The Bank is authorized to collect your information from the mentioned institutions as well.

立約人或立約人之董事/代理人或被授權人同意本分行得將上開資料提供予本分行業務委外機構、依法令規定利用之機構(例如：銀行所屬金控公司或其他子公司等)、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、台灣票據交換所、財金資訊股份有限公司、信用保證機構等)或依法有權機關(例如：司法機關、警察機關)及金融監管機關、司法機關、警察機關、美國財政部或司法部、美國國稅局、申請人相關業務申請書或契約書內容所同意之對象(例如：本行共同行銷或交互運用客戶資料之公司、與本行合作推廣業務之公司等)，且亦授權本分行得向前揭機構蒐集立約人或立約人之董事/代理人或被授權人資料。

- (g) You are free to choose to provide personal data or otherwise and the categories to provide. However, if you do not provide information in categories that are necessary for due diligence or operational purposes, FCB may be unable to perform the due diligence or other procedures required and therefore unable to provide the services you require or provide better services. If you do not agree to provide information in accordance with FATCA requirements or fails to provide sufficient information, FCB shall be required to list your account as a recalcitrant account in accordance with FATCA, and may deduct thirty percent (30%) of the income that originates in the U.S. from specific financial product accounts

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registered under you that are regulated by FATCA. FCB may also terminate all such related contracts, accounts, business relationships, and relevant services provided to you in accordance with the contracts.

立約人或立約人之董事/代理人或被授權人得自由選擇是否提供相關個人資料及類別予本分行，惟若立約人或立約人之董事/代理人或被授權人拒絕提供之個人資料及類別，倘屬辦理業務審核或作業所需之資料，本行可能無法進行必要之業務審核或作業，而無法提供立約人或立約人之董事/代理人或被授權人相關服務或無法提供較佳之服務。另如立約人或立約人之董事/代理人或被授權人不同意依FATCA規定提供資料或提供資料不足，本行必須依FATCA規定將申請人帳戶列為FATCA「不合作帳戶」(Recalcitrant Account)而得自存入申請人名下屬FATCA法案所規範金融商品特定帳戶之美國來源所得款項中扣繳百分之三十(30%)，本行並得依約對立約人或立約人之董事/代理人或被授權人提前終止所有屬FATCA法案規範金融商品之契約、帳戶、往來業務關係及提供之相關服務。

(h) Methods of which the personal data is used: Information is to be used in both automated and non-automated means that comply with the PDPA.

個人資料利用方式：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。

7.2 Pursuant to Article 3 of the PDPA and Guidance for declining commercial marketing, you can exercise the following rights:

依據個人資料保護法第三條、拒絕商業行銷指引之規定，立約人或立約人之董事/代理人或被授權人就個人資料得向本分行行使下列權利：

(a) Unless there is an applicable exception under Article 10 of the PDPA, the Applicant is entitled to make an inquiry, a request to view, and a request for copies. However, the Bank is permitted to charge a fee to cover necessary costs according to Article 14 of the PDPA.

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。

(b) The Applicant is entitled to request to supplement or correct the Applicant's personal data, but, according to Article 19 of the Enforcement Rules of the Personal Data Protection Act, the Applicant shall provide an adequate explanation with reasons and facts.

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，立約人、立約人之董事/代理人或被授權人應適當釋明其原因及事實。

(c) Where the Bank's collection, processing or use of the Applicant's personal data is in violation of the PDPA, the Applicant may, according to Article 11, Paragraph 4 of the PDPA, request that The Bank erase the personal data collected or cease collecting, processing or using the personal data.

貴行如有違反個資法規定蒐集、處理或利用立約人、立約人之董事/代理人或被授權人之個人資料，依個資法第十一條第四項規定，立約人、立約人之董事/代理人或被授權人得向貴行請求刪除、停止蒐集、處理或利用。

(d) Pursuant to Article 11, Paragraph 2 of the PDPA, in the event of a dispute regarding the accuracy of personal data, the Applicant may request that the Bank cease processing or using the Applicant's personal data. However, the law also states that exception applies where processing or using is either necessary for the performance of an official or business duty, or

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where the Applicant has given written consent, and the dispute has been recorded.

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立約人、立約人之董事/代理人或被授權人之個人資料。惟依該項但書規定，貴行因執行業務所必須，或經立約人、立約人之董事/代理人或被授權人書面同意，並註明其爭議者，不在此限。

- (e) Pursuant to Article 11, Paragraph 3 of the PDPA, when the specific purpose of data collection no longer exists, or upon expiration of the relevant time period, the Applicant may request that the Bank erase or cease processing or using the Applicant's personal data. However, exception applies where the processing or use is either necessary for the performance of the Bank's official or business duty, or has been agreed to by the Applicant in writing.

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、停止處理或利用立約人、立約人之董事/代理人或被授權人之個人資料。惟依該項但書規定，貴行因執行業務所必須或經立約人、立約人之董事/代理人或被授權人書面同意者，不在此限。

- (f) The Applicant understands that the Bank has published the methods of changing the marketing agreement on the official website and that the applicant may reject the Bank's marketing activities at any time and the Bank will stop marketing according to the Applicant's will and scope, and the Bank will stop marketing to the applicant in the future unless the applicant notifies the Bank of the change of his/her wish.

立約人、立約人之董事/代理人或被授權人知悉貴行已將行銷約定變更之方式公告於官網，且立約人、立約人之董事/代理人或被授權人得隨時拒絕貴行之行銷行為，貴行並將依立約人、立約人之董事/代理人或被授權人之意願及範圍停止行銷，其後非經立約人、立約人之董事/代理人或被授權人再為通知或更改意願，將不再對立約人、立約人之董事/代理人或被授權人為行銷。

- (g) To exercise any of your rights as provided above, you may contact one of The Bank's branches or customer service (24-hour customer service hotline: (02)2181-1111 or the toll-free customer service hotline: 0800-031-111).

立約人、立約人之董事/代理人或被授權人欲行使上述提及之相關權利時，得向貴行各營業單位或客服專線(24小時客戶服務專線：(02) 2181-1111或免付費客戶服務專線：0800-031-111)查詢行使方式。

- 7.3 The address you provide on the application form will be used as your contact address, unless you instruct otherwise. You agree to inform us of any changes or additions to that address by a written instruction.

除非另有約定，立約人於約定書上所載之住址將作為送達相關文件之用。立約人地址更動時，應以書面通知本分行更改。

- 7.4 You understand that the Bank may hold or process any account information (personal information) through computer or any other process. Your personal information will be kept in bank's file strictly for limited usage, even if you terminate this agreement.

立約人了解本分行使用電腦或其他方式，持有或處理任何與立約人之帳戶相關之資料。立約人之基本資料會嚴格的限制其用途並保存於本分行之檔案中。立約人終止本約定書時亦同。

- 7.5 You understands and agrees that the Bank maintains correspondent accounts in the United States, and in order to comply with Section 6308 of 2021 U.S. National Defense Authorization

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Act and upon subpoena' s request by the U.S. Secretary of the Treasury or the Attorney General, the Bank would provide to them your records relating to the correspondent account or any account at the Bank, that are the subject of (I) any investigation of a violation of a criminal law of the United States ;(II) any investigation of a violation of the subchapter II of Chapter 53, United States Code); (III) a civil forfeiture action; or (IV) an investigation pursuant to section 5318A, United States Code.

立約人或立約人之董事/代理人或被授權人理解並同意 貴行在美國境內銀行設有帳戶，並為遵守2021年美國國防授權法案第6308條規定，一旦應美國財政部長或總檢察長傳票的要求，貴行將向他們提供貴行在美國境內銀行帳戶或貴行任何帳戶與立約人或立約人之董事/代理人或被授權人有關的紀錄，而這些帳戶紀錄係作為(1)對違反美國刑法的任何調查；(2)對違反美國法典第53章第二小章的任何調查；(3)民事沒收訴訟；或(4)根據美國法典第5318A條進行調查。

CHAPTER EIGHT LIMITING BANK' S LIABILITY

第八章 本分行之責任

8.1 You agree to indemnify us against any loss arising from our acting upon the instruction you give us.

本分行因執行立約人所為之指示而受有損失時，立約人保證負賠償責任。

8.2 The Bank is not liable for any loss not caused by the Bank. The conditions of disclaim such as:

對於不可歸責於本分行所造成的損失，本分行不負賠償之責。所謂不可歸責於本分行之事由，例如：

(a) industrial dispute;

工業糾紛；

(b) failure or fluctuation of power or telecommunications supplies;

因電力或電話業者之系統故障或是不穩定；

(c) any error or discrepancy in your instructions;

指示書上之錯誤或瑕疵；

(d) breakdown in equipment including virus infection of any software or computer hardware errors etc.;

包括機器設備與電腦硬體損害故障，或是電腦軟體遭到病毒感染與錯誤等；

(e) any failure or delay caused by any third party services; and/or

第三人所提供之服務延遲/不履行；與/或

(f) be ascribable to casualty, strike, commotion, war, changing of government regulations code or other events which we cannot control.

因天災、罷工、暴動、戰爭、政府法令變更或其他不可抗力之事由。

8.3 The Bank shall not be liable for any direct, indirect or consequential loss if we fail to execute your instructions as a result of any matters referred to section 8.2 in this agreement or for any other reason.

本分行因8.2 款或其他理由無法執行立約人之指示直接或間接造成之損失，本分行不負賠償之責。

CHAPTER NINE LAW

第九章 法律

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9.1 Any banking terms and conditions implied by law will also apply to our relationship with you unless varied or amended by any particular terms and conditions relating to an account or service or by these terms and conditions.

各項與銀行業有關之法令、判例、慣例均為本分行所遵循。除非修改或另行約定，本分行將依照本約定書內容提供各項服務。

9.2 If any dispute arises between us, these terms and conditions will be read and interpreted in accordance with the law of Republic of China.

本約定書之各項條款及解釋適用中華民國法律。

9.3 The Applicant agrees that legal disputes arising from the terms of the Agreement shall be submitted to the district court of the corresponding branch as the court of first instance. However, this does not supersede Article 47 of the Consumer Protection Act or paragraph 2 of Article 28, Article 436-9 of the Code of Civil Procedure regarding litigations involving small claims and their jurisdictions.

本約定書各約定事項如涉訟時，同意以貴分行所在地地方法院為第一審管轄法院，但不得排除消費者保護法第四十七條或民事訴訟法第二十八條第二項、第四百三十六條之九小額訴訟管轄法院之適用。

CHAPTER TEN CLOSING ACCOUNT

第十章 結清

You can terminate this agreement at any time in written formation when you have paid off any amounts owed by your account. The Bank will close your account if we receive account holders' instructions to do so.

立約人在清償各項積欠債務後，可以隨時以書面方式通知本分行終止往來。本分行接獲帳戶所有者的指示表示要結清帳戶時，本分行將遵照辦理。

CHAPTER ELEVEN CHARGES AND CONSUMER SERVICES

第十一章 收費與客戶服務

11.1 When you apply for banking services, the Bank shall collect service charges upon "First Commercial Bank OBU Charges Standard". It should be public at bank's business office or be posted at bank's website, written notice or other ways benefit to you, and any amendments should be notified or announced to you in 60 days prior to the effective date. If you object to the service charges, you may terminate this contract by writing notices to the Bank.

立約人申請各項服務應繳納之費用標準，應依本分行「OBU各項外匯業務收費標準」為準，除法律或主管機關另有規定外，本分行應以顯著方式公開揭示於營業場所或登載於銀行網站或書面通知；收費標準或項目調整時，應於實施日前60日通知或公告(有利立約人者不在此限)。立約人對各項服務收費表示異議時，得書面通知本分行終止本約定書。

11.2 We are committed to providing our customers with the highest possible standard of service. However, if you have any suggestions, advice, disputes, or grievance, please refer to the staff or manager who responsible for your account, or dial the 24-hour customer service line: (02)2181-1111 or toll-free complaint line: 0800-031-111.

本分行致力於提供高品質的服務。然而立約人如對本分行提供之各項存款業務有任何建議、諮詢、紛

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爭及申訴，請與負責貴戶之經辦或主管反映或撥打24小時客戶服務專線：(02)2181-1111 或免付費客戶服務專線：0800-031-111 轉接專人服務。

CHAPTER TWELVE SUSPEND AND TERMINATE

第十二章 暫停及終止服務

12.1 You agree that the Bank may suspend all or part of transactions and business relationship and terminate this terms and conditions by documents at any time under the following circumstances:

立約人同意如有下列情事之一者，本分行除隨時暫停提供全部或部分之服務外，並得隨時以書面或其他適當方式終止本約定書事項之全部或一部分：

(a) When you are under provisional seizure, provisional disposition, compulsory enforcement or other provisional remedies or in the event that the Bank, by its discretion, suspects your credit status depreciates or the account is noticed of being involved in illegal activities by the authorities.

立約人遭假扣押、假處分、強制執行或其他法律處分、或有其他情事足認立約人有信用貶落或經法院、檢察署或警調單位通知該帳戶涉及違法情事時。

(b) You assign or provide pledge over the creditor's right of the account to a third party without permission from the Bank.

立約人擅自將各項服務約定之權利或義務轉讓與第三人或有違約情事發生者。

(c) In the event that the Bank, by its discretion, suspects that the account has been allegedly misused or used for unlawful purposes.

經本分行研判帳戶有疑似不當使用之虞時。

(d) The Bank judges that your account involve illegal activities, suspicious money laundering and terrorist financing activities.

經本分行研判申請人所有之帳戶有涉及非法活動、疑似洗錢、資助恐怖主義活動時。

(e) Except with the prior consent of the bank, the depositor shall not use the deposit account to engage in P2P lending platform and other related transactions. If the bank discovers, the bank may refuse to do business with the depositor, suspend the depositor's transactions, suspend or terminate the depositor's business, directly terminate the deposit account or take other necessary measures.

除經貴行事前同意外，立約人不得利用存款帳戶從事網路借貸平臺相關業務，一經貴行發現，貴行得暫時停止各項業務往來與交易、逕行關戶或終止業務往來。

(f) If either of your foreign currency current deposit account opened with the Bank is treated as a long-time inactive accounts, you agree that the Bank may, depending upon the severity of the circumstances, temporarily suspend your access to partial or all transactions or services through automated devices or services (e.g., online banking, and mobile banking services, or other transactions conducted through the Bank's online platform), or open an account. To lift the aforementioned restrictions, you shall apply to the Bank.

立約人於貴行開立之外幣活期存款帳戶被列為久未往來帳戶時，立約人同意貴行得暫時停止各項業務往來與交易，或暫時停止立約人使用自動化設備或服務(例如：網路銀行暨行動銀行服務或其他透

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過本行網路進行之交易等)；存戶如欲解除前述限制，應向貴行申請。

- (g) In the event that the Applicant's account is notified as a warning account, the bank reserves the right to suspend all transactions in such Deposit Account. All inward remittances shall be returned to the remitting bank. If the account is classified as a control account, the bank will immediately suspend the use of telephone banking transfers, online transfers, and other electronic payment functionalities for that account. All inward remittances shall be returned to the remitting bank.

立約人之存款帳戶如經通報為警示帳戶者，貴行得立即暫停該帳戶全部交易功能，且匯入款項逕以退匯方式退回匯款行；如屬衍生管制帳戶者，得立即暫停該帳戶使用語音轉帳、網路轉帳及其他電子支付功能，且匯入款項逕以退匯方式退回匯款行。

Once the above mentioned (a) or (b) situation occurs, the Bank shall be entitled to dispose of the outstanding balance of your accounts and set-off such balance against sums due to the Bank without your consent.

有前項(a)、(b)款情事發生時，本分行有權於未終止本約定書前即不經由一般取款程序，逕就立約人之存款帳戶為必要之處分，並以其存款餘額抵償立約人對本分行已發生之各項債務。

12.2 In the event that any one of the following stipulations holds true for the contractor, beneficiary owners, senior managers, account holders of the contractor (agents, representatives, authorized persons, etc.) and counterparties (hereinafter referred to as "related parties"), the contractor agrees that the Bank be given the following treatment in compliance with the relevant laws and regulations against money laundering and terrorism: 立約人及立約人之實質受益人、高階管理人、帳戶關係人(如代理人、代表人及被授權人等)、交易對象(以下簡稱「關係人」)如有以下情形之一者，立約人同意本分行得逕為下列之處理，以遵循防制洗錢及打擊資恐等相關法令規範:

- (a) In the absence of a breach of the relevant laws, if the Bank is informed of or reasonably suspects contractor's/ related parties' current funds to be derived from the negligence of one's duties or misuse of public assets, business relationships or transactions may be rejected or terminated.

在不違反相關法令情形下，本分行如果得知或合理懷疑立約人或關係人往來資金來源自貪瀆或濫用公共資產時，得不予接受或終止業務往來關係或交易。

- (b) In the event that the contractor/related parties, including persons, corporates, groups, terrorists or groups recognized or tracked by foreign governments or international money laundering prevention agencies, are subject to penalties, the Bank may reject accounts opening or transactions, suspend all business relationships and transactions, close accounts or terminate business relationships as stipulated by the economic sanctions or Counter-Terrorism Financing Act.

立約人或關係人係受經濟制裁、資恐防制法指定制裁之個人、法人或團體，以及外國政府或國際洗錢防制組織認定或追查之恐怖分子或團體，本分行得拒絕開戶或交易、暫時停止各項業務往來與交易、逕行關戶或終止業務往來。

- (c) In the event that the contractor fails to comply with the Banks' regular/irregular review, refuses to provide information of the beneficiary owner or persons exercising control over

contractor, or is unwilling to explain the nature or purposes of transactions and sources of funds; and the contractor fails to provide the aforementioned necessary information within 30 business days (inclusive) of receiving the Bank's notices; or the Bank deems it necessary (such as for risk control, contractor/related parties involvement in illegal activities, suspected money laundering transactions or media reported accounts of special illegal cases), the Bank may decline to open an account or suspend transactions and the business relationship with the contractor. And if the contractor refuses or fails to provide the aforementioned necessary information within 120 business days (inclusive) of the aforementioned notice, the contractor agrees the bank may close accounts or terminate business relationships

立約人不配合本分行定期/或不定期審視、拒絕提供實質受益人或對立約人行使控制權之人等資訊、對交易之性質與目的或資金來源不願配合說明，而立約人未於接獲本分行通知後30個營業日(含)內提供前開必要之資料時、或本分行認為必要時(如控管風險、立約人或關係人涉及非法活動、疑似洗錢交易、或媒體報導涉及違法之特殊案件相關帳戶等)，本分行得拒絕開戶或交易、暫時停止各項業務往來與交易，另立約人拒絕或未於前述通知後120天(含)內提供前開必要之資料時，立約人接受本分行得逕行關戶或終止業務往來。

- (d) If the contractor operates virtual currency exchange, platform or other relevant service provider, but fails to execute real-name registration or provide related documents for verifying their customers' identity, or the Bank is concerned about the business model of the applicant involving illegitimate activities, then the Bank may refuse to accept or terminate business relationship with the contractor.

立約人如屬虛擬通貨平台及交易業務事業者，而未對其使用者採行實名制、拒絕提供審核客戶身分措施相關文件、或對其經營模式有違法疑慮者，本分行得不予接受或終止業務往來關係。

- (e) The Applicant who has violated the Money Laundering Control Act, and reprimanded by the police authorities of the relevant municipalities or counties (cities), the Bank may proceed directly in accordance the Money Laundering Control Act and its relevant regulations.

立約人如違反洗錢防制法規定，經直轄市、縣(市)政府警察機關裁處告誡者，貴行得逕依洗錢防制法及其相關規定辦理。

CHAPTER THIRTHEN United States Foreign Account Tax Compliance Act

第十三章 美國外國帳戶稅收遵從法案身分聲明

13.1 Explanation of the U.S. Foreign Account Tax Compliance Act 美國外國帳戶稅收遵從法案說明

- (a) The Bank is required to comply with the U.S. Foreign Account Tax Compliance Act (FATCA), agreements signed with the U.S. Internal Revenue Service (hereinafter referred to as agreements), the Intergovernmental Agreement (IGA) signed by the competent authority of the Republic of China, or adopt related measures to meet related requirements imposed by the U.S. Internal Revenue Service or other competent authorities. The related measures may affect the rights and interest of the Applicant.

貴行為因應遵循美國外國帳戶稅收遵從法案(Foreign Account Tax Compliance Act，以下簡稱 FATCA)事宜、與美國國稅局所簽署相關協議(以下簡稱協議)及中華民國主管機關所簽署之跨政府協

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議(Intergovernmental Agreement，以下簡稱IGA)之相關規定，或受美國國稅局或其他主管機關要求，須配合採行相關措施以符合相關規範，相關措施可能影響立約人權益。

- (b)The Applicant understands that the Bank shall provide the U.S. Internal Revenue Service (IRS) with information regarding the Bank's customers that are U.S. citizens, green card holders, or other resident taxpayers defined by the U.S. tax laws including the name, address, and taxpayer identification number (TIN) of account holders with U.S. nationality as well as information on U.S. holders of controlling rights, accounts, account balance or value, interest, dividends, total income, and the sum of other income from other sources across the world.

立約人瞭解貴行將提供美國國稅局(Internal Revenue Service，以下同)關於貴行客戶中屬於美國公民、綠卡持有人或其他美國稅法定義之稅務居民之相關資訊，包括美國身分之帳戶持有人姓名、地址及納稅人識別碼(Taxpayer Identification Number，簡稱TIN)、具控制權美國持有人資訊、帳號、帳戶餘額或價值、利息、股利、總收益，及全球來源之其他收入總額等資料。

- (1)Where the Applicant is an individual with U.S. citizenship, green card, or resident taxpayer status, or where the Applicant is a company registered in the U.S. or a branch company or office of a U.S. company in Taiwan, the Applicant shall provide Form W-9 (Request for Taxpayer Identification Number and Certification) required by the IRS.

若立約人為美國公民、綠卡持有人、美國稅務居民之個人；或為美國註冊之公司、美國企業在台之分公司或辦事處，應向貴行提供美國國稅局要求之W-9稅務表格(Request for Taxpayer Identification Number and Certification)。

- (2)Where the Applicant is an individual without U.S. citizenship, green card, or resident taxpayer status, or where the Applicant is a company that is not registered in the U.S. nor a branch company or office of a U.S. company in Taiwan, the Applicant shall provide related identity certification forms that prove its non-U.S. nationality status (including but not limited to Form W-8, a photocopy of the ID card, a photocopy of the passport, or a certificate of its waiver of U.S. nationality).

若立約人非美國公民、綠卡持有人、美國稅務居民之個人；亦非為美國註冊之公司、美國企業在台之分公司或辦事處，立約人須提供非美國人之相關身分證明表單(包含但不限於W-8系列稅務表格、身分證影本、護照影本、美國棄籍證明等)。

- (c)The documents provided by the Applicant to the Bank (including without limitation the U.S. IRS tax forms, FATCA identity statement, and related identification certificates) are false, the direct, indirect, or potential losses derived from such falsehood shall be borne solely by the Applicant and the Bank shall bear no responsibility.

立約人提交予貴行之文件(包含但不限於填報之美國國稅局稅務文件、FATCA身分別聲明及相關身分證明文件)若有不實將造成立約人之直接、間接或潛在之損失，立約人須自行承擔，貴行不負擔任何責任。

- (d)This Article does not constitute taxation or legal advice provided by the Bank. If the Applicant has any tax or legal issues, it is advised to consult an accountant or attorney for advice.

本條說明非屬貴行提供之稅務或法律建議，立約人如有任何稅務或法律上的問題，應自行洽詢會計師或律師提供建議。

13.2 United States Foreign Account Tax Compliance Act Identity Statement 美國稅務居民聲明

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The Applicant understands and agrees that it is obligated to truthfully inform the Bank of its FATCA identity. If the Applicant is a U.S. resident taxpayer (i.e., the Applicant meets the definitions described below), the Applicant agrees to sign and provide Form W-9 based on requirements of the United States Internal Revenue Service to the Bank to certify the Applicant's FATCA identity.

立約人瞭解並同意就其FATCA身分別對貴行有據實告知之義務。如立約人為美國稅務居民(即符合下述之定義)，則立約人同意簽署並提供貴行美國國稅局所要求之W-9稅務表格俾以證明立約人的FATCA身分。

- (a) The Applicant is a U.S. citizen, has permanent residency rights in the U.S. (including but not limited to green card holders), is a resident taxpayer defined by U.S. tax laws, was born in a territory of the U.S. such as American Samoa, Guam, Northern Mariana Islands, Puerto Rico, or the U.S. Virgin Islands; or

立約人為美國公民、具美國永久居留權(包含但不限於綠卡持有人)、其他美國稅法定義之稅務居民、出生在美國屬地的美屬薩摩亞、關島、北馬里亞納群島、波多黎各或美屬維爾京群島；或

- (b) the Applicant does not hold any F, J, M, or Q U.S. visa but meets the following conditions:

立約人未持有F、J、M、Q等任一類型之美國簽證，但同時符合下述條件：

- (1) Stayed for 31 days or more in the borders of the United States (including contiguous United States, overseas territories, and territorial sea) in the current year; and

今年停留於美國境內(含本土、海外領土及領海)天數累計達31天(含)以上；且

- (2) was physically present 183 days and above during the 3 year period that includes the current year and the 2 years immediately before that, counting all the days the individual was present in the current year, 1/3 of the days the individual was present in the year before the current year, and 1/6 of the days the individual was present in the year before last

今年停留美國境內天數全數加計去年停留美國境內天數之三分之一，再加計前年停留美國境內天數之六分之一後，合計達183天(含)以上。

13.3 The obligations for notification of U.S. FATCA identity and identity change shall be based on the Applicant's obligation to truthfully inform the Bank of its FATCA identity. In the event of any changes in the following matters, the Applicant shall actively notify the Bank within 30 days and provide the changed information and evidential documents to the Bank. If the Applicant fails to perform its obligation for providing notice or does not cooperate in providing related documents proving the Applicant's FATCA identity, the Bank shall list the Applicant's account as a recalcitrant account in accordance with FATCA, and may deduct thirty percent Page 41 of 41 (30%) of the U.S. income that originates from specific financial product accounts registered under the Applicant that are regulated by FATCA. The Bank may also terminate all contracts, accounts, business relationships, and related services provided to the Applicant in accordance with the agreements.

美國FATCA身分別及身分資料變更之通知義務基於立約人就其FATCA身分別對貴行所負擔實告知之義務。若下列任一目所列事項內容有任何變動，立約人應於30日內主動以書面通知及提供變更後之資料及證明文件予貴行。立約人如未能履行前述據實告知義務或立約人未能配合提供「表示立約人FATCA身分別的相關文件」，貴行即依FATCA規定將立約人帳戶列為FATCA「不合作帳戶」而得自存

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入立約人名下屬FATCA法案所規範之金融帳戶的美國來源所得款項中扣繳百分之三十(30%)，貴行並得依約對立約人提前終止所有屬FATCA法案規範金融商品之契約、帳戶、往來業務關係及提供之相關服務。

- (a) The Applicant' s FATCA identity statement.立約人所為FATCA身分別聲明。
- (b) U.S. tax or tax declaration forms (including W-9 and W-8BEN/W-8BEN-E) or other FATCA declaration forms signed by the Applicant.
經立約人簽署之美國稅務或申報表格(含W-9、W-8BEN/W-8BEN-E)或其他與FATCA申報相關之表格。
- (c) Related documents stating the Applicant' s FATCA identity type.
表示立約人FATCA身分別的相關文件。

13.4 Declaration of FATCA compliant account information FATCA遵循帳戶資料之申報

- (a)The Applicant has carefully read the personal data usage notice clauses in the Agreement, and understands and agrees that the Bank shall collect, process, use, and use international transmission for declaration information required by FATCA regulations where it is necessary for compliance with FATCA. The information includes but is not limited to the Applicant' s name, nationality, passport number, date of birth, communication methods, and the U.S. tax number (it is generally the U.S. social security number (SSN)). The Applicant also understands the period, area, target and method for the use of its personal data by the Bank, the Applicant' s rights and methods of exercising such rights, and the impact on the Applicant' s rights and interests if the Applicant does not provide such information. If the Applicant delivers personal data of a third party other than the Applicant or if the Applicant is a legal person and delivers personal data of its person-in-charge, directors, supervisors, managers, related personnel, authorized personnel, guarantor, or provider of collateral, the Applicant shall provide the parties of concern of the personal data with the notices of the Agreement and ensure that they are informed and understand the terms.

立約人已詳細閱讀本約定書所載個人資料運用告知條款，瞭解並同意貴行為遵循FATCA之必要，蒐集、處理、利用與國際傳輸FATCA規範之申報資料，包含但不限於立約人之姓名、國籍、護照號碼、出生年月日、通訊方式、美國稅籍編號(一般即為美國社會安全碼SSN)等。立約人並已瞭解有關貴行對立約人個人資料利用之期間、地區、對象及方式、立約人得行使之權利及方式，以及立約人如不提供對立約人權益之影響。如立約人交付立約人以外第三人之個人資料或立約人為法人而向貴行交付負責人、董監事、經理人、相關員工、授權人員、保證人及擔保物提供者等之個人資料時，立約人會向該個人資料之當事人提供或說明本約定書告知條款，以使其受告知並充分知悉。

- (b)The Applicant agrees that the Bank may, where necessary, obtain related evidential documents from the Applicant to verify its identity, and it authorizes the Bank to present the original copy of the Applicant' s FATCA identity documents and information (including statements) or deliver photocopies of such documents to the withholding agent specified in U.S. tax laws on behalf of the Applicant to verify the Applicant' s declared identity.

立約人同意貴行於必要時得向立約人取得相關證明文件核對身分，並授權貴行得代理立約人向美國稅法的扣繳義務人出示有關立約人FATCA身分別之文件資料(含聲明書)正本或交付該等資料之

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複本以確認立約人聲明身分。

- (c) If the Applicant is required to bear related taxes and fees other than the transaction amount, the Applicant hereby authorizes the Bank to deduct such amounts from all payments or repayments made to the Applicant' s deposit account at the Bank for the payment of such taxes and fees without prior notice.

立約人如依FATCA法案規定，致應於交易金額外負擔相關稅捐及費用，立約人茲授權貴行得無須事先通知逕自應支付或返還予立約人之任一帳款或立約人於貴行之存款帳戶中扣除抵償。

13.5 Matters not covered herein shall be processed in accordance with the FATCA, agreements, IGA requirements, and related regulations.

本約定事項如有未盡事宜，悉依FATCA、協議或IGA規定及相關法令辦理。