

## OFFSHORE BANKING BRANCH

## APPLICATION AND AGREEMENT FOR ESTABLISHING DEPOSIT ACCOUNT

## 兆豐國際商業銀行國際金融業務分行開戶申請暨存款約定書

To : Mega International Commercial Bank Co., Ltd., Offshore Banking Branch, (hereinafter referred to as "Bank") 100 Chi Lin Road, Taipei, Taiwan, R.O.C.	Date 日期：
致：兆豐國際商業銀行國際金融業務分行（以下稱“銀行”） 中華民國台灣台北市吉林路 100 號	A/C No. 帳號：

Applicant :

申請人

(hereinafter referred to as "Depositor" /以下稱“存戶”)

Registered Address :註冊地址Business Address :營業處所住址Mailing Address :通訊地址

Type of Account :	<input type="checkbox"/> Current Account	<input type="checkbox"/> Time Deposit
存款類別	活期存款	定期存款
Currency :	<input type="checkbox"/> Multiple currencies	<input type="checkbox"/> Single currency : (            )
存款幣別	綜合幣別戶	單一幣別戶

Time Deposit Automatic Renewal :	<input type="checkbox"/> Yes	<input type="checkbox"/> No
定期存款自動展期	是	否

(If check the NO box, the Depositor shall provide the Bank detailed payment instructions on or before its maturity date. If the Depositor fails to give such instructions, the Bank may renew the deposit plus interest same as previous period at prevailing interest rate.)

(若存戶未於到期日前指示銀行處理到期存款，銀行得將該存款依當時利率及原存款相同期限轉存之。)

對帳單 Reconciliation statements	<input type="checkbox"/> 免寄(依規定申請無摺提款者不得申請免寄)。 No service by mail is necessary(except for the Depositor of deposit slips).
	<input type="checkbox"/> 電子郵件寄送。E-mail 網址 _____ Mail by e-mail. _____
	<input type="checkbox"/> 郵寄。郵寄地址： <input type="checkbox"/> 同戶籍/公司登記地址 <input type="checkbox"/> 同通訊地址 <input type="checkbox"/> 其他 _____
	By mail. Mailing address: <input type="checkbox"/> Same as the registered address/corporate address <input type="checkbox"/> Same as the correspondence address <input type="checkbox"/> Others (            )

個人戶 <b>Individual Account</b>	職業 <b>Career</b>	<input type="checkbox"/> 地下金融(如典當業) <input type="checkbox"/> 律師 <input type="checkbox"/> 會計師 <input type="checkbox"/> 銀樓、珠寶業 <input type="checkbox"/> 軍火、武器仲介 <input type="checkbox"/> 博奕業 <input type="checkbox"/> 商品仲介(如骨董、船、進口車) <input type="checkbox"/> 代書(地政士) <input type="checkbox"/> 乙種旅行社 <input type="checkbox"/> 公教 <input type="checkbox"/> 軍人 <input type="checkbox"/> 警察 <input type="checkbox"/> 金融 <input type="checkbox"/> 證券 <input type="checkbox"/> 保險 <input type="checkbox"/> 公營企業 <input type="checkbox"/> 影劇業 <input type="checkbox"/> 餐飲 <input type="checkbox"/> 百貨業 <input type="checkbox"/> 營建 <input type="checkbox"/> 家庭代工 <input type="checkbox"/> 販賣業 <input type="checkbox"/> 專門技工 <input type="checkbox"/> 自由業 <input type="checkbox"/> 特殊行業 <input type="checkbox"/> 汽車業 <input type="checkbox"/> 家庭管理 <input type="checkbox"/> 匯兌商 <input type="checkbox"/> 旅行服務業 <input type="checkbox"/> 直銷業 <input type="checkbox"/> 其它個人服務業 <input type="checkbox"/> 其他： <input type="checkbox"/> Underground Finance (such as pawnbroker) <input type="checkbox"/> Lawyer <input type="checkbox"/> Certified (public) Accountant <input type="checkbox"/> Jeweler's Shop, Jewelry Industry <input type="checkbox"/> Munitions ,Weapon Broker <input type="checkbox"/> Gambling Industry <input type="checkbox"/> Commodity Broker(such as antiques, ships, imported cars) <input type="checkbox"/> Scrivener(land administration agent) <input type="checkbox"/> Travel Agency(limited to domestic travel) <input type="checkbox"/> Government Employees <input type="checkbox"/> Military <input type="checkbox"/> Police Officer <input type="checkbox"/> Banking <input type="checkbox"/> Security <input type="checkbox"/> Insurance <input type="checkbox"/> State-owned Businesses <input type="checkbox"/> Movie, Drama Industry <input type="checkbox"/> Catering Industry <input type="checkbox"/> Retailing Industry <input type="checkbox"/> Construction Industry <input type="checkbox"/> Family Foundry <input type="checkbox"/> Merchant <input type="checkbox"/> Professionals and Technologists <input type="checkbox"/> Self Employed <input type="checkbox"/> Other Special Industry <input type="checkbox"/> <input type="checkbox"/> Automotive Industry <input type="checkbox"/> Home Maker <input type="checkbox"/> Money Remitters and Money Exchange Houses <input type="checkbox"/> Travel Service Industry <input type="checkbox"/> Direct Selling Establishments <input type="checkbox"/> Other Personal Service Activities Not Elsewhere Classified <input type="checkbox"/> Others:_____
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公司戶 <b>Entity Account</b>	行業別： <b>INDUSTRY SECTOR :</b>
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個人戶 (證件號碼：\_\_\_\_\_ )  
 茲聲明本人擁有非中華民國(以下稱”本國”)國籍，且在本國境內無住所。

法人戶 註冊地：\_\_\_\_\_ 公司登記證號碼：\_\_\_\_\_

茲聲明本公司開立本帳戶並未經銀行行員勸誘亦非為投資特定商品而轉換為非居民身分。  
 存戶簽章：  
 (與印鑑卡簽章相符)

經辦	主管	確認日期

Individual Account (**Document** No. \_\_\_\_\_ )  
 I declare that I am not a national of the Republic of China (hereinafter referred to as “R.O.C.”) and have no residence in the R.O.C.

**Entity Account**  
**Country of Incorporation:** \_\_\_\_\_ , **Certificate of Incorporation** \_\_\_\_\_  
***For avoidance of doubt, We declare as following :***  
***(1)We open this account with the Bank solely at our own discretion, not subject to the inducement of Bank employees;***  
***(2)We do not convert into a qualified resident identity in order to meet the regulatory criteria of eligible financial products investor.***

**Signed and/or Chopped by Depositor :** \_\_\_\_\_

Clerk	Supervisor	Verified Date

Statement for US Foreign Account Tax Compliance Act	Please check the items as below 對 象(擇一勾選)	Documents Required 提 供 文 件
美國 FATCA 身分聲明 (※If the Applicant is not willing to provide complete account information, the Bank may not accept the account-opening application. 若不願意提供完整帳戶資料，銀行得不接受開戶之申請。)	<b>Individual 自然人</b>	
	<input type="checkbox"/> Being a US taxpayer 具有美國應稅身分	Form W-9 and Waiver W-9 及同意書(Waiver)
	<input type="checkbox"/> Not being a US taxpayer 不具美國應稅身分	Form W-8BEN Certification of Status Abandonment(※※if the Applicant is US person or born in the US, he/she shall further provide this document) W-8BEN 棄籍證明(※※申請人具美國籍或出生地為美國者，應提供本文件)
	<b>Entity 法人或非法人團體</b>	
	1. <input type="checkbox"/> Financial Institution 金融機構	<input type="checkbox"/> GIIN / <input type="checkbox"/> W-8BEN-E / <input type="checkbox"/> EIN / <input type="checkbox"/> Others: 擇一提供 <input type="checkbox"/> GIIN / <input type="checkbox"/> W-8BEN-E / <input type="checkbox"/> EIN / <input type="checkbox"/> 其他：
	2. Non-Financial Institution 非金融機構 (1) <input type="checkbox"/> US Entity 美國註冊法人或非法人團體(含分支機構)	Form W-9 and Waiver W-9 及同意書(Waiver)
	(2) Non-US Entity 非美國註冊法人或非法人團體 ① <input type="checkbox"/> Publicly traded entity or entity affiliate of a publicly traded corporation. 於公開市場交易之公司(如：上市、上櫃或興櫃公司)或其持股超過 50% 之從屬公司	Form W-8BEN-E
	② <input type="checkbox"/> Less than 50% of the entity's gross income is Passive Income (such as the production of dividends, interest from shares, rents, and royalties) 消極性收入(如：利息、股利、租金收入等)占總收入 50% 以下者	Form W-8BEN-E
	③ More than 50% of the entity's gross income is Passive Income 消極性收入占總收入 50% 以上者	
	i <input type="checkbox"/> Major Stockholder/ Shareholder (holding more than 10% of equity)/ person authorized to sign with US taxpayer status 持股 10% 以上之股東/有權簽字人具美國應稅身分	Form W-8BEN-E and Waiver (provided by the entity) Form W-9 and Waiver (provided by stockholder, shareholder, person authorized to sign) W-8BEN-E 及同意書(Waiver) 美籍股東或有權簽字人另提供 W-9 及同意書(Waiver)
ii <input type="checkbox"/> Major Stockholder/ Shareholder (holding more than 10% of equity)/ person authorized to sign without US taxpayer status 持股 10% 以上之股東/有權簽字人不具美國應稅身分	Form W-8BEN-E	
④ <input type="checkbox"/> Others 其他法人或非法人團體	Form W-8BEN-E	

## Joint Marketing Terms

The Depositor  agrees /  disagrees with the sound non-disclosure measures of customers information by the Bank's financial holding corporation, and its subsidiaries, the Bank may disclose, trans-use the Depositor's basic information other than name, and address, account, credit standing, investment or insurance data onto the subsidiaries of the financial holding corporation under the Bank, for inter-use for the purposes such as marketing or providing services:

Mega Securities Co., Ltd.	Chung Kuo Insurance Company, Limited
Mega Bills Finance Corporation	Mega Life Insurance Agent Co., Ltd.
Mega International Securities Investment Trust Co., Ltd.	Mega Asset Management Co., Ltd.
Mega Venture Capital Investment Co., Ltd.	Yung-Shing Industries co.
Mega Futures Co., Ltd.	Mega International Investment Service Corp., Ltd.
Win Card Co., Ltd.	

After the Depositor checks with a "✓" mark to confirm his or her consent, in the event that the Depositor withdraws such consent hereafter, the Depositor may contact the Bank's business department by phone, in writing or in person. The Bank will, in turn, inform the financial holding corporation thereunder and the subsidiaries above to no longer to furnish such information and shall no longer inter-use the aforementioned information and data.

Signature and affixing of seal to confirm the consent: \_\_\_\_\_

Remarks1 :Depositor who disagree with the above dose not have to sign and affix the seal.

Remarks2 :In the event that the Depositor does not check with a "✓" mark in the box of "agree", or the box for "Signature and affixing of seal to confirm the consent" is left blank or discrepant,, the Depositor is deemed to be "disagree" in all cases.

Remarks3 :In the event that there is organizational change in the subsidiaries of the financial holding corporation under the Bank, the Bank should proclaim such information on the website of the financial holding corporation and the subsidiaries thereof.

### 共同行銷條款

存戶同意不同意在銀行所屬之金融控股公司及其各子公司之客戶資料保密措施下，銀行得將其持有、建檔之存戶姓名、地址以外之其他基本資料、帳務、信用、投資或保險等資料，基於宣傳推廣、進行行銷或提供業務服務等目的，揭露、轉介予銀行所屬之金融控股公司及其所轄下列之子公司，或供其彼此交互運用：

兆豐證券股份有限公司	兆豐產物保險股份有限公司
兆豐票券金融股份有限公司	兆豐人身保險代理人股份有限公司
兆豐國際證券投資信託股份有限公司	兆豐資產管理股份有限公司
兆豐創業投資股份有限公司	雍興實業股份有限公司
兆豐期貨股份有限公司	兆豐國際證券投資顧問股份有限公司
銀凱股份有限公司	

存戶縱使同意前項條款，惟日後若不再同意該項條款時，可利用電話、網路、書面或親洽銀行營業單位告知銀行，銀行將通知其所屬之金融控股公司及所有子公司，不再寄送相關資料，並停止交互運用存戶之上開資料，但如存戶明確表示僅停止銀行所屬之金融控股公司或部分子公司交互使用其資料時，得依存戶表示之意旨辦理。

同意者簽名及蓋章處：\_\_\_\_\_

註1：不同意者無須簽名及蓋章。

註2：如未勾選「同意」或簽章欄位有留白或簽樣不符之情形，一律視為「不同意」。

註3：銀行所屬金融控股公司因組織異動，致本項所列子公司增減時，應於金融控股公司及子公司網站公告。

# GENERAL TERMS AND CONDITIONS ON OPENING A DEPOSIT ACCOUNT

Code :

## 存款開戶總約定事項

編號：

The Undersigned (hereinafter referred to as the “Depositor”) hereby duly applies to Mega International Commercial Bank. Co., Ltd. Offshore Banking Branch (hereinafter referred to as the “Bank”) for opening the deposit account(s) within the categories enumerated under this Agreement (hereinafter collectively referred to as the “Deposits”, except that the “Deposits” which appear in and below Chapter Two, which refer to the deposits of the respective categories specified therein) and agrees to comply with the common terms and conditions hereunder as well as the clauses respectively applicable to deposits of each category:

立約定書人（以下簡稱「存戶」）茲向兆豐國際商業銀行股份有限公司國際金融業務分行（以下簡稱「銀行」）申請開立本契約所列類別之存款帳戶（以下合簡稱「本存款」，但第貳章以下所稱「本存款」，係指各該類別之存款），並同意遵守下列共同約定事項及各該存款類別適用之約定事項。

### Chapter One、 Common terms and conditions:

#### 第壹章、 共同約定事項

- 一、 Upon opening an account, the Depositor shall fill up and submit the specimen signature certificate card to the Bank. Unless otherwise instructed by the Depositor, the registered signature impression specimen shown on the specimen signature certificate card shall be the basis when the Depositor withdraws, deposits or makes other transactions regarding the subject “Deposits”.  
存戶開戶時須填具印鑑卡，並將印鑑卡交付銀行；除存戶另有指示外，有關本存款之提領、存入及其他往來事項，均以印鑑卡上之留存印鑑為憑。
- 二、 The balance of the “Deposits” shown at the time of the account opening shall not be below the minimum balance specified by the Bank for accounts of respective currencies.  
本存款開戶時之帳戶餘額，須不低於銀行酌定之各幣別帳戶最低存入金額。
- 三、 The account shall not accept or pay in cash, or allow the withdrawal in the form of New Taiwan Dollar.  
本帳戶不得收受、支付現金或兌換為新台幣提取。
- 四、 The standards for handling fees linked up with relevant services for the “Deposits” are promulgated by the Bank’s official website, i.e.: <https://www.megabank.com.tw>.  
本存款相關業務之手續費收費標準公告於銀行官方網站，網址：<https://www.megabank.com.tw>。
- 五、 In case of a change in the name, organization, responsible person or the registered signature impression specimen of the Depositor, the Depositor shall keep the Bank informed forthwith in writing and duly complete the procedures for the change or revocation. A loss incurred before the Depositor completes the aforementioned procedures where the Bank is unaware of such change, if any, shall be solely borne by the Depositor.  
存戶名稱、組織、負責人或留存印鑑有變更時，應即以書面通知銀行，並辦妥變更或註銷之手續，存戶未依前述方式，而銀行係不知情時，其因此所受之損失由存戶負擔。
- 六、 The currencies and amounts of the “Deposits” shall be pursuant to the actual deposit amount and

currencies by the Depositor and the computerized data entered into the bank accounts. In the event that the Depositor finds an error in an account and submits supporting proofs, the Bank shall make the correction. Besides, the Bank shall mail the reconciliation statements of the "Deposits" to the Depositor on a regular basis to enable the Depositor to check and verify the balance of the "Deposit" except on a case of a passbook deposit or a deposit certificate-oriented deposit.

本存款之幣別及金額以存戶實際存入之幣別及金額為準，並以銀行帳載為憑。但存戶認為有錯誤並提出證明時，銀行應予更正。又除係存摺存款或存單存款外，銀行應定期寄發對帳單予存戶，俾供確認存款餘額。

- 七、 In the event that an amount of another's account is wrongly deposited into the account of the Depositor by the Bank due to a mistake in the account number, name of account holder, amount, misoperation in the computer, breakdown in the computer equipment and facilities or such reasons, or the account of the Depositor is over-deposited, the Bank may correct the error immediately and deduct the wrongly deposited amount from the account of the Depositor. In the event that the Depositor has already withdrawn such amount, the Depositor shall return such sum in full forthwith.

銀行存入他人帳戶之款項，如因誤寫帳號、戶名、金額、操作電腦錯誤、電腦設備故障或其他原因致誤存入存戶帳戶，或有多存入金額情事者，銀行得立即更正並逕自存戶帳戶內扣回；款項業經提領者，存戶應即返還之。

- 八、 For a transaction not yet recorded in the passbook or other non-passbook transaction conducted under accords by and between the Depositor and the Bank (including but not limited to deposits and withdrawals inward, outward transfer through phone voice, entrustment upon the Bank to deduct payment of other payments), in the event that the transaction records shown on the pre-update passbook is found to be different from the computerized data entered into the bank accounts, unless the Depositor could prove the error of the computerized data entered into the bank accounts, the data entered into the bank accounts shall prevail and the Depositor shall not tamper with without authority. When the number of transactions not updated into the passbook exceeds one hundred (100) (This number is subject to adjustment by the Bank in line with its business needs), the Bank system will consolidate all such transactions into one transaction.

存戶尚未登摺之交易，或存戶與銀行約定之無摺交易(包括但不限於電話語音轉帳之轉入轉出、委託銀行代扣其他應付款項等)，在未補登前存摺內記載之交易，與銀行帳載資料不符時，除存戶能證明銀行電腦記載錯誤外，以銀行帳載為準，存戶不得自行塗改。未登摺交易筆數累計達100筆時(筆數可能因銀行業務需要而調整)，銀行系統將濃縮整併為一筆交易。

- 九、 Where the Depositor inquires into the balance of the deposit account by phone, the Depositor shall faithfully coordinate with the Bank in the inquiries about the Depositor's identity (e.g., the identity certificate # of the Depositor). The Bank is, nevertheless, not obliged to check and verify whether such acts are taken by the Depositor himself or herself.

存戶利用電話查詢存款帳戶餘額時，對於銀行為確認存戶身分所詢問之問題(例如存戶身分證字號)應配合答覆；但銀行無義務辨認該行為是否為存戶本人所為。

- 十、 Subject to the consent by the Bank, the Depositor may apply to the Bank for services in the collection of bills(except in New Taiwan Dollars).

1) After a check collected by the Bank is deposited into the deposit account, the Depositor shall not withdraw the sum until the Bank completes the collection of payment.

2) The Depositor shall inquire with the Bank regarding whether a collected check has been dishonored and shall pick up such check which is proved to have been dishonored. The Bank may notify (but is not obliged to) inform the Depositor to retrieve it.

In the event that a collected check is not retrieved within one year after being dishonored, the Bank assumes no responsibility for custody. When a collected check is dishonored, the Depositor shall claim for a reimbursement himself or herself. The Bank is not obliged to maintain or exercise the rights under that check.

- 3) In the event that a collected check is dishonored or develops other disputes, making the Bank unable to collect the payment, the Bank may deduct the payment has been transferred by the Bank from the account and correct the amount straightaway. In the event that the amount has been withdrawn by the Depositor, the Depositor shall return that amount to the account forthwith.
- 4) In the event that a check deposited by the Depositor is stolen, missing or destroyed during the delivery of the check to the paying bank, the Depositor shall authorize the Bank or the paying bank to conduct report-for-loss and stop from payment, file the petition for public summons or ex-right judgment. In the event that a financial institution which is entrusted by the Bank fails to retrieve the collected payment or the payment is delayed either in whole or in part for any reason, the Bank is not held responsible except for a factor attributable to the Bank.
- 5) In the event the Depositor deposit a check, the case shall be duly handled in accordance with the terms and conditions set forth under the "Application and Agreement for Purchases of Clean Bills or Collection of Clean Bills" and the Bank's rules regarding the purchase of clean bills or collection of clean bills.

存戶經銀行同意，得請求銀行辦理新台幣以外票據託收服務：

- (一) 託收票據存入帳戶後，須俟銀行收妥入帳後始能提領。
- (二) 存戶應向銀行查詢託收票據是否有退票情事發生，如遭退票應即來行取回，銀行亦得通知（但無義務）存戶來行取回。  
自退票日起算逾一年仍未取回之託收票據，銀行不負保管責任。託收票據遭退票時，存戶應自行追償，銀行並無代為保全及行使票據權利之義務。
- (三) 託收票據發生退票或其他糾葛情事，致銀行未能收取票款時，其已先入帳之票款，銀行得逕自帳戶內更正扣回；如款項已被存戶提領，存戶應即返還之。
- (四) 存戶存入之票據，於送達付款行途中，若發生票據被盜、遺失或滅失時，授權銀行或付款行辦理掛失止付及聲請公示催告、除權判決等事宜，若銀行轉託代收之金融業者，因故致無法取回代收款項、或發生遲延付款或一部分付款等情事，除係可歸責於銀行之事由所致者外，銀行不負責任。
- (五) 存戶存入票據時，應依「買入光票或光票託收申請暨約定書」之約定條款及銀行光票買入及託收相關規定辦理。

十一、Subject to consent of the Bank, the Depositor may apply to the Bank for interbank collection and payment services for the subject deposits:

- 1) The Depositor shall turn to the bank to set the withdrawal password through the password machine at the bank counter in person and may apply to a domestic operation department of the Bank for a change or suspension from use of the withdrawal password. The Depositor agrees to duly proceed with the application process in accordance with the requirements of the Bank.
- 2) The Depositor shall withdraw a deposit based on the passbook, registered signature impression specimen, withdrawal password and withdrawal slips.
- 3) The total accumulated withdrawals by the Depositor through a bank unit other than the department where he or she opened the account everyday shall not exceed the maximum limit amount equal to NT\$3,000,000. Such maximum limit may be, nevertheless, raised in response to a special application which is approved by the Bank.

存戶經銀行同意，得請求銀行辦理本存款之聯行代收付款服務：

- (一) 存戶本人應親至銀行櫃檯密碼機設定提款密碼，並得至銀行國內營業單位申請變更或停用提款密碼；存戶同意依銀行規定辦理各項申請事宜。
- (二) 提款時應憑存摺、印鑑、提款密碼及取款憑條辦理。
- (三) 存戶於原開戶單位以外之銀行營業單位提款，每日累計提領金額以等值新臺幣三百萬元為限；惟經特別申請並經銀行同意時，得提高之。

十二、Subject to consent of the Bank, the Depositor may apply to the Bank for services of deposits or withdrawals without a passbook:

- 1) In case of services of deposits or withdrawals, the Depositor may fill up only the deposit or withdrawal slips in duplicate without the passbook. The Bank will afterwards return one of the slips to the Depositor for archiving.
- 2) The Depositor may proceed with a deposit without a passbook at any domestic business unit of the Bank but may proceed with withdrawals without a passbook only through the department where he or she opened the account. The Depositor is, nevertheless free of such restrictions upon withdrawal without a passbook if he or she has conducted interbank collection and payment.
- 3) Where the Depositor as a natural person (individual) proceeds with a withdrawal without a passbook, other than the affixing of the original registered signature impression specimen originally archived with the Bank, he or she shall sign on the withdrawal slip in person on-the-spot.
- 4) In the event the Depositor as a juristic (corporate) person proceeds with a withdrawal without a passbook, the responsible person shall sign on the withdrawal slip (the signature is required to be the same with the one preserved on the specimen signature certificate card). In addition, a transfer without passbook can only be permitted in the circumstances of "Remittance or transfer into the account of the Depositor in any business unit of the Bank", "Remittance into the account of the Depositor in another financial institution", or "Payment of liability of the Depositor in any business unit of the Bank".

存戶經銀行同意，得請求銀行辦理本存款之無摺存、提款服務：

- (一) 存戶於存、提款時得不憑存摺，僅填具存、取款憑條一式兩聯，由銀行於辦妥後簽退一聯交存戶收執。
- (二) 無摺存款得在銀行國內任一營業單位辦理，但無摺提款僅限在原開戶單位辦理，惟已辦理聯行代收付者，不受無摺提款須在原開戶單位辦理之限制。
- (三) 自然人存戶於無摺提款時，除簽蓋原留存印鑑外，取款憑條並應當場親簽。
- (四) 法人存戶辦理無摺提款，應由負責人於取款憑條無摺提款親簽處簽名（與印鑑卡留存之簽樣相符）；轉帳限「轉入或匯入存戶在本行任一營業單位之帳戶」、「匯入存戶在其他金融機構之帳戶」或「償付其在本行任一營業單位之債務」。

十三、The Depositor agrees in the event that the services and businesses provided by the Bank are interrupted as a result of laws and ordinances concerned, breakdown of telecommunications circuits, human damage or sabotage by a third party, and other incidents not attributable to the Bank, the Bank is not held responsible.

存戶同意銀行提供之各項服務及業務，如因法令規定、電信線路故障、第三人為破壞或錯誤等不可歸責於銀行之事由而致中斷者，銀行毋須負責。

十四、Unless agreed upon by the Bank, the Depositor shall not assign or provide pledge over the creditor's right of the subject deposit account to a third party other than the Bank.

存戶非經銀行同意，不得將本存款之債權讓與或設定質權予銀行以外之第三人。

十五、The Depositor shall put his or her passbook, deposit slips, password and signature for withdrawal into respective custody. Whenever any of such is stolen, missing or destroyed, the Depositor shall apply to the Bank in writing forthwith for a report-for-loss and stop from payment and the report-for-loss and stop from payment shall come into effect once all the required procedures are completed in full. In the event that the deposit is withdrawn before the report-for-loss and stop from payment procedures becomes effective, the Bank assumes no responsibility.

存戶對於存摺、存單、密碼及取款印章務須分別保管，如遇被盜，遺失或滅失時，應即向銀行辦理書面掛失止付手續，於其手續辦妥時即生效力。在掛失止付生效前，如發生存款被提領之情事，銀行不負責任。



十六、The Depositor agrees that the Bank may, in line with its business need, add, delete, change the terms and conditions set forth under this Agreement and the contents of the relevant services (including but not limited to: Increase of the foreign currencies in deposits, change in the interest rates, amount to start accruing interest or the minimum amount for deposits) and the standards of handling charges.

In a situation set forth under the preceding paragraph, unless the contents prove to be more in favor of the Depositor, the Bank shall issue a public announcement through the network or promulgated at the business premises sixty (60) days in advance before the contents come into effect. The Bank may further inform the Depositor in writing or by other means, in the event that the Bank considers it to be necessary.

存戶同意銀行依業務需要，得增刪變更本契約約定事項及其相關服務內容（包括但不限於：增加外幣存款幣別、變更計息利率、起息金額或開戶最低存入金額）與手續費收費標準。

前項情形，除其內容有利於存戶者外，銀行應於生效日60日前，於網站公告及營業場所公開揭示。銀行認有必要時，並得以書面或其他方式通知存戶。

十七、In the event that the Bank, by its discretion, suspects that the subject deposit account has been allegedly misused or used for unlawful purposes, or that the subject deposit account is marked as an account subject to warning, the Bank may discontinue, interbank account transfer through phone voice, or through Internet or payment in other electronic means.

Upon the occurrence of a fact mentioned in the preceding paragraph, in the event that the balance shown on the deposit account is below the value equivalent to NT\$1,000, the Bank may have the Agreement terminated forthwith, clear up and revoke the account and transfer the balance into “other payable” and duly handle the balance according to law when the Depositor applies for payment.

本存款帳戶如經銀行研判有疑似不法或不當使用之情事，或該帳戶經註記為警示帳戶，銀行得停止電話語音轉帳、網路轉帳及其他電子支付轉帳之服務。

前項情形，如存款餘額在等值新臺幣一千元以下時，銀行得逕行終止本契約，辦理該帳戶之結清銷戶手續，餘額轉入其他應付款，於存戶申請給付時，依法處理。

十八、**Under the following situations, the Depositor agrees the Bank shall be entitled to perform the actions hereinafter for the purpose of complying the laws and ordinances concerning anti-money laundering and counter-terrorist financing:**

- 1) **Under the circumstances that does not violate the laws and ordinances concerned, the Bank are entitled to refuse or terminate business relationships with the Depositor if the Bank is informed of or assume the funds of the Depositor are gained from corruption or abuse of public assets.**
- 2) **The Bank are entitled to refuse business relationships or close the Depositor’ s account if the Depositor is under economy sanction or characterized as a terrorist or group identified by foreign government or international organizations concerning anti-money laundering.**
- 3) **The Bank are entitled to temporarily cease or terminate transaction or business relationships if the Depositor does not cooperate with periodical review or unwilling to explain either the nature and purpose of transaction or the source of funds.**

存戶如有以下情形之一者，存戶同意銀行為遵循防制洗錢及打擊資助恐怖主義等相關法令規範，得不須通知存戶逕為下列之處理：

- (一) 在不違反相關法令情形下，銀行如果得知或必須假定客戶往來資金來源自貪瀆或濫用公共資產時，得不予接受或斷絕業務往來關係。
- (二) 存戶受經濟制裁、為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，銀行得拒絕業務往來或逕行關戶。
- (三) 存戶不配合定期審視、拒絕提供實際受益人或對客戶行使控制權之人等資訊、對交易之性質與目的或資金源不願配合說明，銀行得暫時停止交易，或暫時停止或終止業務關係。

十九、In the event that the subject deposit is under compulsory enforcement, provisional seizure, provisional disposition (decretum interimisticum) or other provisional remedies and, as a result, a loan of the Depositor collateralized by the subject deposit likely becomes insolvent, after the Bank serves the notice or reminding note, the said loan shall be deemed to have matured in full. The Bank may exercise the pledge power over the subject deposit and may further reimburse all sorts of deposits deposited by the Depositor at the Bank and all the creditor's rights of the Depositor to the Bank (except checking deposits) before maturity and further take the proceeds obtained through the reimbursement before maturity to offset all liabilities assumed by the Depositor to the Bank.

In the event that the Bank deems that all the loans as due in full before maturity in accordance with the preceding paragraph, all checking deposit agreement executed by and between the Depositor and the Bank automatically ceases to be valid. The Bank shall immediately return all balance left in the checking deposit account and take all such amounts of return to offset all liabilities assumed by the Depositor to the Bank.

The expression of intent by the Bank for offsetting mentioned in the two preceding paragraphs come into effect at the very moment when the account is deducted. At the same time, the time deposit certificates, passbooks, checks or other vouchers issued by the Bank shall become null and void within the scope of the offset.

本存款倘受強制執行、假扣押、假處分或其他保全處分，導致本存款擔保之存戶借款有不能清償之虞時，經銀行通知或催告後，借款即視為全部到期，銀行得對本存款行使質權，且有權將存戶寄存於銀行之各種存款及對銀行之一切債權（但支票存款除外）期前清償，並將期前清償之款項逕行抵銷存戶對銀行所負之一切債務。

銀行依前項約定主張借款視為到期時，存戶與銀行簽訂之支票存款往來約定書當然失其效力，銀行應立即返還該支票存款帳戶所餘存之款項，並將所應返還之款項逕行抵銷存戶對銀行所負之一切債務。

銀行前二項抵銷之意思表示，自登帳扣抵時即生抵銷之效力。同時銀行發給立約人之存款憑單、摺簿、支票或其他憑證，於抵銷之範圍內失其效力。

二十、In the event of a litigious case incurred to the Bank as a result of a violation of any provision in this Agreement by the Depositor, the Depositor agrees that all lawyer fees and other expenses as necessitated by the Bank to exercise or maintain the rights to the Depositor shall be borne by the Depositor. In the event that the final and irrevocable court judgment proves against the Bank, nevertheless, the Bank shall bear the aforementioned fees and other expenses pro rata to the part where the Bank loses to the entire rights or obligations of the claim of the litigation.

銀行如因存戶違反本契約任一約定涉訟，存戶同意銀行為行使或保全對存戶之債權所支出律師費及其他必要費用，由存戶負擔。但如經法院裁判銀行敗訴確定時，則應由銀行負擔依銀行敗訴部分與全部訴訟標的比例計算之上開費用。

二十一、The Depositor agrees that the Depositor's address as shown on the specimen signature certificate card shall be the address for services of relevant documents. Whenever the Depositor changes the address, the Depositor shall keep the Bank informed in writing or through other agreed upon means forthwith and agrees that the address after such change shall be the address for document service. In the event that the Depositor fails to keep the Bank informed in writing or through other agreed upon means forthwith, the Bank will still serve documents through the address shown on the specimen seal certificate card or the address with which the Bank last served to the Depositor. A notice released through such address shall be deemed as having been lawfully served after a mail drop plus the regular period for mail travel. 存戶同意以印鑑卡所載之存戶地址為相關文書之送達處所，倘存戶地址有所變更，存戶應即以書面或其他約定方式通知銀行，並同意改依變更後之地址為送達處所；如存戶未以書面或依約定方式通知變更地址時，銀行仍以印鑑卡所載地址或最後通知存戶之地址為送達處所，於通知發出後，經通常之郵遞期間即推定為已送達。

Personal Information of the Depositor 存戶個資

二十二、The personal information collected, processed, transmitted internationally, and utilized by the Bank and provided by the Depositor as a natural person (individual) in accordance with this Agreement (hereinafter referred to as “personal information of the Depositor”):

- 1) Where the collection of the “personal information of the Depositor” involves privacy interests of the Depositor, the Bank shall, at the moment when collecting the “personal information of the Depositor”, keep the Depositor expressly informed of the followings in accordance with Article VIII, Paragraph I of the Personal Information Protection Act (hereinafter referred to as the “PIPA”):
  - (1) Name of the collector (i.e. Mega International Commercial Bank.).
  - (2) Purposes of collection.
  - (3) Categories of personal information.
  - (4) The duration, region, targets and methods of the utilization of “personal information of the Depositor”.
  - (5) The rights and methods an involved party may exercise in accordance with Article III of the PIPA.
  - (6) The influence to the depositor’s interest in the case the depositor has his or her discretion to decide whether to provide the information and thereby chooses not to.
- 2) For issues regarding the purposes of the Bank to collect personal information, categories of the personal information, duration, regions, targets, methods and such contents of the utilization of personal information, the Depositor is advised to peruse the Appendix annexed hereto hereunder or check through the Bank’s website.
- 3) According to Article III of the Personal Information Protection Act, for the “personal information of the Depositor” under the Bank’s custody, the Depositor is entitled to exercise the following rights:
  - (1) Except for the situation set forth under the proviso of Article X of the Personal Information Protection Act, the Depositor may inquire with the Bank, request access to or request the Bank to produce and provide duplicates. Nevertheless, the Bank may charge the necessary costs in accordance with Article XIV of the PIPA.
  - (2) Apply to the Bank for supplementation or correction for which, nevertheless, the Depositor is subject to elucidation of the reasons and facts as required under Article XIX of Enforcement Rules of the Personal Information Protection Act.
  - (3) In the event that the Bank is found having violated the PIPA in collection, processing or utilization of the “personal information of the Depositor”, the Depositor may request the Bank to discontinue the collection in accordance with Article XI, Paragraph IV of the PIPA.
  - (4) In accordance with Article XI, Paragraph II of the PIPA, in case of a dispute over the correctness of the personal information, the Depositor may apply to the Bank for discontinuance from processing or utilization of the “personal information of the Depositor”, except an event set forth under the proviso of the Paragraph, nevertheless, where the Bank should expressly remark such dispute in performance of duties or where the Depositor agrees in writing.
  - (5) In accordance with Article XI, Paragraph III of the PIPA, where the specific purposes to collect the personal information cease to exist or the duration for collection expires, the Depositor may apply to the Bank for deletion, discontinuance from processing or utilization of the “personal information of the Depositor” except an event set forth under the proviso of the said Paragraph, nevertheless, where the Bank should expressly remark such dispute in performance of duties or where the Depositor agrees in writing.
- 4) In an attempt to exercise all sorts of rights in accordance with Article III of the PIPA as

mentioned above, the Depositor may inquire with the Bank's Customer Service Office (0800-016168) or the Bank's website (Website: <https://www.megabank.com.tw/>) for more details about the method to exercise those rights.

- 5) The Depositor may, at his or her discretion, choose whether to provide his or her personal information and the categories of personal information provided. Nevertheless, in the event that the Depositor rejects to provide his or her personal information or personal information of the required categories which are indispensable for the Bank for its business operations or review, the Bank might become unable to conduct necessary review or operation the business or, in turn, be unable to render services or to render better services to the Depositor.

The Authorization Regarding the Provision and Acquisition of Personal Information of the Depositor.

銀行依本條約定蒐集、處理、國際傳輸及利用自然人存戶本人基於本契約提供之個人資料（下稱「存戶個資」）：

（一）存戶個資之蒐集，涉及存戶的隱私權益，銀行向存戶蒐集存戶個資時，依據個人資料保護法（以下稱個資法）第八條第一項規定，應明確告知存戶下列事項：

1. 蒐集者名稱（即兆豐國際商業銀行）。
2. 蒐集之目的。
3. 個人資料之類別。
4. 個人資料利用之期間、地區、對象及方式。
5. 當事人依個資法第三條規定得行使之權利及方式。
6. 存戶得自由選擇提供個人資料時，不提供將對其權益之影響。

（二）有關銀行蒐集存戶個資之目的、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，請存戶詳閱如後附表，或查詢銀行網站。

（三）依據個資法第三條規定，存戶就銀行保有之存戶個資得行使下列權利：

1. 除有個資法第十條所規定之例外情形外，得向銀行查詢、請求閱覽或請求製給複製本，惟銀行依個資法第十四條規定得酌收必要成本費用。
2. 得向銀行請求補充或更正，惟依個資法施行細則第十九條規定，存戶應適當釋明其原因及事實。
3. 銀行如有違反個資法規定蒐集、處理或利用存戶個資，依個資法第十一條第四項規定，存戶得向銀行請求停止蒐集。
4. 依個資法第十一條第二項規定，個人資料正確性有爭議者，得向銀行請求停止處理或利用存戶個資。惟依該項但書規定，銀行因執行業務所必須並註明其爭議或經存戶書面同意者，不在此限。
5. 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，得向銀行請求刪除、停止處理或利用存戶個資。惟依該項但書規定，銀行因執行業務所必須或經存戶書面同意者，不在此限。

（四）存戶如欲行使上述個資法第三條規定之各項權利，有關如何行使之方式，得向銀行客服(0800-016168)詢問或於銀行網站（網址：<https://www.megabank.com.tw/>）查詢。

（五）存戶得自由選擇是否提供相關個人資料及類別，惟存戶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，銀行可能無法進行必要之業務審核或作業而無法提供存戶相關服務或無法提供較佳之服務。

二十三、The Depositor hereby authorizes the Bank to, within the purposes set forth under this Agreement or within the scope of performing the rights and obligations under this Agreement, collect the “personal information of the Depositor” from the Joint Credit Information Center, Financial Information Service Co., Ltd. and other entities designated by the competent authority. Besides, the aforementioned entities may provide the “personal information of the Depositor” so collected by them to the Bank.

存戶授權銀行於簽署本契約或履行本契約權利義務之目的範圍內，得向財團法人金融

聯合徵信中心、財金資訊股份有限公司及其他經主管機關指定之機構蒐集存戶之個人資料，且前揭機構亦得提供其所蒐集之存戶個人資料予銀行。

The Consent to the Bank's Entrustment with Other Entities

二十四、The Depositor agrees that to meet the need in its business operations, the Bank may, pursuant to the requirements promulgated by the competent authority, entrust other entities to take charge of business items which may be handled by other entities through entrustment. The Depositor may inquire with the Bank regarding the categories of the personal information disclosed to the trustee during the outsourcing process, the name of the trustee and such information. The Depositor further agrees that the Bank may provide such information to the trustee(s). All such trustee(s) shall still be equally subject to laws and non-disclosure obligations upon processing or utilizing the "personal information of the Depositor".

The Depositor agrees that, to the extent informed by the preceding articles, the Bank is entitled to collect, process, and utilize the Personal Information of the Depositor.

存戶同意銀行為配合業務需要，得依主管機關規定將可委託其他機構處理之業務項目，委託其他機構處理，存戶可向銀行洽詢有關委外作業所揭露於受託機構之資訊種類及受委託機構之名稱等資料，存戶並同意銀行得將其資料提供予受委託機構，受委託機構於處理及利用存戶資料時，仍應依法令規定及保守秘密。

二十五、To comply with Foreign Account Tax Compliance Act ("FATCA"), the bank shall identify if the Depositor is a US taxpayer. The Depositor being a US taxpayer when opening this account shall provide US tax declaration documents such as W-9, and Waiver. If the Depositor is not a US taxpayer when opening this account, the Depositor shall provide US tax declaration documents such as W-8BEN, W-8BEN-E or W-8EXP considering the fact that Depositor is a natural person, legal person, foreign government, or non-profit organization, and the Depositor undertakes to automatically notify the Bank within thirty(30) days after his/her status changes and to proceed by the above regulations.

In no event shall the Bank be responsible for the Depositor who fails to comply with this provision and which results in the withholding of US-income source or arising any tax burden. In the event of any damage suffered by the Bank attributable to the Depositor(including, but not limited to, being punished by the regulatory authority or claimed by the counter party), the Depositor agrees to compensate the Bank unconditionally for such damages.

The Depositor agrees if he/she violates this provision, he/she shall close the account within one (1) month after the notification of the Bank; if the Depositor fails to do so, the Bank shall be entitled to terminate the Agreement and close the Depositor's account.

銀行為遵循美國「海外帳戶稅收遵循法」(Foreign Account Tax Compliance Act, 簡稱FATCA法案)規範，須辨識存戶是否具有美國應稅身分，存戶於銀行開立帳戶時，若具有美國應稅身分，應提供W-9及同意書(Waiver)等美國稅務聲明文件；存戶若開戶時未具美國應稅身分，應分別其為自然人、法人、外國政府及非營利組織之身分，提供W-8BEN, W-8BEN-E或W-8EXP等美國稅務聲明文件，並承諾嗣後身分異動，應於30天內主動通知銀行，並依上開相關規定辦理。

存戶若違反本條約定，致其美國來源所得遭扣繳，或衍生任何稅務，銀行概不負責，且銀行若因存戶依本條有可歸責之事由受有任何損害(包括但不限於主管機關之處罰或遭交易對手求償)，存戶同意無條件補償之。

存戶並同意若違反本條約定，存戶應於銀行通知後一個月內結清帳戶，逾期未辦理，銀行得逕行終止本契約並辦理關戶。

二十六、The governing laws of this Agreement is the laws of the Republic of China.

This Agreement is made in both English and Chinese languages. Should there be any discrepancy or inconsistency between two languages, the Chinese version shall prevail.

Any matters insufficiently provided for herein shall be subject to addition by and between both parties in writing through amicable negotiations. In the event that there is no

negotiation or the efforts through such amicable negotiation prove to no avail, such part shall be handled under the laws and ordinances concerned and the operating rules enacted by the Bank itself.

本契約之準據法為中華民國法律。

本契約以中文、英文二種語言作成，如中、英文本間有任何出入或不一致時，應以中文本為準。

本契約如有未盡事宜，雙方得另以書面協議補充之；未為協議或協議不成者，悉依相關法令及銀行自訂之作業規定辦理。

二十七、Where this Agreement gets involved in a litigious act where the involved amount exceeds the amount fixed for small-amount legal procedures as set forth under the Code of Civil Procedure, both parties agree that the district court in the place where the business unit of the bank with the account getting involved in the litigation or the Taiwan Taipei District Court should be the jurisdictional court for the first instance unless otherwise prescribed by law regarding the exclusive jurisdictional court which such law shall govern.

因本契約涉訟而其金額超過民事訴訟法所定適用小額程序之金額時，雙方同意以涉訟帳戶所屬銀行營業單位所在地之地方法院或臺灣臺北地方法院為第一審管轄法院。但法律有專屬管轄之規定者，從其規定。

二十八、The subject deposit is not protected by the the deposit o f the Central Deposit Insurance Corporation (CDIC) of the R.O.C.

本存款不受中華民國中央存款保險公司之存款保險保障。

二十九、If the Depositor has any question regarding the relevant business under this Agreement, the Depositor is advised to clarify through the special line for grievance: (02) 8982-0000 or toll-free: special line for service: 0800-016168.

存戶對於本契約相關業務如有疑義，得洽銀行申訴專線：(02) 8982-0000或免付費服務專線：0800-016168。

三十、Unless otherwise prescribed in Chapters Two, all services currently listed under this Agreement and any services newly increased hereafter shall be duly handled in accordance with the terms and conditions set forth under this Chapter.

Whenever a provision set forth under this Chapter is found to be in contradiction with those set forth under Chapters Two, the provisions set forth under Chapters Two shall prevail.

除第貳章另有約定者外，本契約所列各項服務及嗣後新增之任何服務，悉依本章之約定事項辦理。

本章任一約定事項與第貳章之約定事項抵觸者，第貳章之約定事項應優先適用。

## Chapter Two 、Terms and conditions on deposits

### 第貳章、存款約定事項

一、The subject deposit is in the categories that include a variety of “demand deposits”, “time deposit” and “comprehensive deposits” deposited by the Depositor with the Bank.

The term “comprehensive deposits” as set forth in the preceding paragraph denotes that the accounts of demand deposits and the accounts of time deposits without a deposit certificate shall be consolidated into one passbook. The Bank will not issue a deposit certificate or other voucher additionally.

本存款種類包括存戶在銀行往來之各種活期存款、定期存款及綜合存款。

前項綜合存款係指將活期存款及無存單定期存款等帳戶綜合登錄於一本存摺內，銀行不另擊發存單或其他憑證。

二、In the event that the subject deposit is a “demand deposit”:

1) Interest rate: The deposit shall accrue interest on a floating basis based on the interest rate for “demand deposits” promulgated by the Bank. In case of the Bank’s adjustments

of interest rate during the period of deposit, it will accrue interest based on the post-adjustment interest rate.

- 2) The minimum amount to accrue interest: If the daily final balance of the deposit in the account of a single currency is below the minimum amount to accrue interest as specified by the Bank, it accrues no interest. If the final balance of deposit in that account reaches the minimum amount to accrue interest as specified by the Bank, it will take \$100 as the unit to accrue interest. The fraction below \$100 shall not be counted.
- 3) Method to accrue interest: On a daily basis. Namely, the total of the deposit balance of every day that is up to the minimum amount shall be multiplied by the interest rate per annum, and then divided by 360, to obtain the amount of daily interest. The interest so accrued shall be settled by the Bank on a semi-annual basis (20, June and 20, December) and be counted into the principal on the ensuing business day.

本存款如為活期存款：

- (一) 計息利率：依銀行牌告之活期存款利率機動計息；在存款期間內，遇銀行利率調整時，改按調整後之利率計息。
- (二) 起息金額：單一幣別帳戶每日最終存款餘額未達銀行規定起息金額者，不予計息；已達銀行規定起息金額者，以百元整數為計息單位，不足百元部分不予計入。
- (三) 計息方式：按日計息，即每日達前款標準之存款餘額之和乘以年利率再除以360即得利息額，並由銀行於每半年(6月20日及12月20日)結算付息並於次營業日滾入本金。

三、In the event that the subject deposit is a “time deposit”:

- 1) Interest rate: The deposit shall accrue interest on a fixed basis based on the interest rate for “time deposits” promulgated by the Bank on the day the time deposit is made. When the original time deposit is renewed, it will accrue interest for the renewed deposit based on the time deposit interest rate promulgated by the Bank for the currency on the day of renewal.
- 2) Except a deposit with a 2-day~6-day duration or on a weekly basis, the deposit will accrue interest on a monthly basis for the part up to one month in full (i.e., the principal multiplied by interest rate per annum and number of months and then divided by 12, to obtain the amount of interest). The fraction of less than one month shall accrue interest on a daily basis (i.e., the principal, multiplied by the interest rate per annum and number of days and then divided by 360, to obtain the amount of interest). The interest shall be paid in a lump-sum when due, or on a monthly basis as agreed upon, respectively. The Depositor agrees that the deposit shall be only deposited (remitted) into the account of the Depositor himself or herself if the deposit is not settled upon maturity or terminated before maturity by the Depositor himself or herself in person.
- 3) The Depositor may turn to the Bank, the unit where he or she originally opened the account, to pledge the deposit for a loan. The terms and conditions for the pledged loan shall be further negotiated and determined by and between both parties.
- 4) In the event that the Depositor intends to terminate this Agreement before maturity, the Depositor shall inform the Bank seven (7) days preceding the termination. Then the interest shall be accrued and paid according to the period of actual deposit and at 80% of the latest interest rate promulgated by the Bank. In case of a deposit in a 2-day~6-day duration or on a weekly basis, it accrues no interest for the period before maturity. In case of a deposit in a term equal to or longer than one month, it accrues no interest either if the period of actual deposit is less than one month.
- 5) Except those specifying the date of maturity, the Depositor may, as well, apply for an automatic renewal of the deposit upon expiry at the time of the deposit or before its expiry. The renewed term shall be in the same duration as the original time deposit. Upon renewal of the deposit, the interest shall be accrued based on the interest rate promulgated by the Bank at

that time.

- 6) In case of a time deposit in the terms of one, two, three weeks or a term of designated date of maturity while the Depositor does not proceed with the renewal procedures upon expiry, the deposit shall be renewed upon renewal based on the interest rate promulgated by the Bank on the day of renewal to start accrual of interest on that day. The overdue interest for the period starting from the original date of maturity until the day preceding renewal shall be accrued and paid by the Bank's demand deposit interest rate of the currency on that day. In case of the Depositor of time deposits in the term(s) beyond those mentioned in the preceding paragraph fails to proceed with the renewal procedures upon maturity, the deposit accrues interest from the date of the original maturity if the Depositor completes the renewal procedures within ten (10) days overdue (referring to beyond the date of maturity of the deposit) based on the interest rate promulgated by the Bank prevalent on the date of renewal. In the event that the Depositor is more than ten (10) days overdue in renewing the deposit, the deposit shall be renewed and interest shall be accrued starting from the date of renewal based on the interest rate promulgated by the Bank prevalent on the date of renewal. The overdue interest for the period starting from the original date of maturity until the day preceding renewal shall be accrued and paid by the Bank's demand deposit interest rate of the currency on that day.

本存款如為定期存款：

- (一) 計息利率：依開立定期存款當日銀行牌告之定期存款利率固定計息。原定期存款續約時，續約之計息利率依續約當日銀行牌告之定期存款利率計息。
- (二) 除以2至6天為期別或以週為期別外，足月部分按月計息（即本金乘以年利率、月數，再除以十二即得利息額），不足月部分按日計息（即本金乘以年利率、日數，再除以360即得利息額），到期時一次付息，或個別約定按月領息。存戶同意本存款到期結清或中途解約，非存戶本人親自辦理者，限存（匯）入本人帳戶。
- (三) 存戶得向銀行原開戶之單位辦理質借，質借之條件由雙方另行議定之。
- (四) 如需中途解約時，應於七日前通知銀行，利息按實存期間比照相近天期銀行牌告之存款利率八成計付，但以2至6天為期別或以週為期別者，未到期不計息；以一個月以上為期別者，實存期間未滿一個月亦不予計息。
- (五) 除指定到期日者外，存戶得在存入時或存款到期前申請自動轉期，並以原定期存款之同期別為限。轉期時按當時公告之利率計息。
- (六) 一、二、三週及指定到期日之定期存款到期未辦理續存手續者，辦理續存時概以續存日本行牌告利率自續存日起息續存。至於原到期日至續存前一日之逾期息按當日本行該幣別之活期存款利率計付。前款期別以外之各期別定期存款存戶未於到期日辦理續存手續者，其於逾期（指逾存款到期日）十日以內辦妥轉期續存手續者，得以原到期日為起息日，並依續存日本行牌告利率計息；如超過十日者，續存時概以續存日本行牌告利率自續存日起息續存，至於原到期日至續存前一日之逾期息按當日本行該幣別之活期存款利率計付。

四、The currencies for deposit, the minimum amount to open an account, minimum amount to accrue interest under this Agreement are subject to adjustment, determination and amendment by the Bank at its own discretion. The Bank shall, nevertheless announce such adjustment, determination and amendment to the public through the website and at its business premises. While the Bank considers it necessary, the Bank may inform the Depositor of such adjustment, determination and amendment in writing or by other means.

本契約項下之存款幣別、最低開戶金額、起息金額等，得由銀行自行調整、訂定及修改，但銀行應於網站公告及營業場所公開揭示。銀行認有必要時，得以書面或其他方式通知存戶。

五、Special clauses:

- 1) The Depositor confirms having been aware of the potential risks in fluctuation of the exchange rates and discontinuance from the exchange by the issuing countries and agrees to assume such risks by himself or herself at his or her discretion.



- 2) The Depositor agrees that the Bank may collect, process, utilize and transmit internationally the personal information of the Depositor and trade information of remittance, within the business scope authorized by the competent authority in Taiwan and in accordance with the laws and ordinances concerned in Taiwan and the countries where the transaction banks (banks to release payment, transfer the and remit exchange) are located for the purpose of anti-crime and anti-terrorist.

特別約定條款：

- (一) 本存款具有匯率變動及發行國家停止兌換之可能風險，存戶已有認知並願自負其責。  
 (二) 存戶同意銀行於臺灣地區主管機關核定承辦之業務範圍及遵循臺灣地區及通匯行(解款行、轉匯行、匯款行)所在國防制犯罪及反恐法令之特定目的下，得辦理存戶個人資料及匯款交易資訊之蒐集、處理、利用或國際傳輸。

This Agreement is made in duplicate with the Depositor and the Bank holding one set hereof each.

本契約壹式貳份，由銀行、存戶各執乙份存查。

**Declaration: The Depositor hereby declares having perused all aforementioned terms and conditions in full within a reasonable period of time and hereby further confirms having been fully aware of the contents thereof and agree to faithfully comply with all such terms and conditions before signing below:**

存戶聲明已於合理期間內審閱上列全部條款，並充分瞭解其內容且同意遵守後始簽章。

Attn.: Mega International Commercial Bank. Co., Ltd. Offshore Banking Branch

Applicant: (Signed with signature)

( Which should be identical to the signature of the Depositor on the SPECIMEN SIGNATURE CARD archived by the Bank )

Identity certificate #/Corporate Identity Code:

Signed with signature / seal by the Agent authorized to open the Account:

( Account opening by the Agent with complete disposing capacity )

Signature /seal affixed by the statutory agent/custodian:

Date of application: \_\_\_\_\_

Clerk	Supervisor

此致

兆豐國際商業銀行股份有限公司國際金融業務分行

立申請人(即存戶)簽章：

(與印鑑卡存戶簽章相符)

身分證字號/統一編號：

開戶代理人簽章：

(完全行為能力人授權開戶)

法定代理人/監護人/輔助人簽章：

申請日期：中華民國 年 月 日

經辦	主管

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For Corporate  
Account Only  
公司戶專用

## CERTIFICATE

### 證明書

I, Chairman of \_\_\_\_\_, a corporation duly organized and existing under the laws of \_\_\_\_\_ (hereinafter referred to as "Corporation"), hereby certify that the following is a true and correct copy of the resolutions adopted by the Board of Directors of this Corporation at a meeting duly called and held, a quorum being present, on the day of \_\_\_\_\_, 20\_\_\_\_\_ and that such resolutions are now in full force and effect:

本人係依據 \_\_\_\_\_ 法律組織成立之 \_\_\_\_\_ 公司(以下簡稱「公司」)之董事長，茲證明下列事項確係本公司董事會於 \_\_\_\_\_ 年 \_\_\_\_\_ 月 \_\_\_\_\_ 日依法召開舉行並決議通過，該決議內容至今仍為有效：

Resolved 決議：

(1) An account for the Corporation, entitled as \_\_\_\_\_, (hereinafter referred to as "Account"), be opened and maintained at Mega International Commercial Bank Co., Ltd. Offshore Banking Branch (hereinafter referred to as "Bank") and shall be governed by usual Banking practices and by the Application and Agreement for Establishing Deposit Account and any amendments thereto, 本公司在兆豐國際商業銀行國際金融業務分行(以下簡稱「銀行」)開立一存款帳戶，戶名為 ( \_\_\_\_\_ )，本公司並同意遵守銀行開戶申請暨約定書及其嗣後修訂之約定與銀行一般實務之規定。

(2) That all drafts, checks, and other written instruments or orders for the payment of money drawn against the Account shall be signed or by any \_\_\_\_\_ of the following :

任何有關上開存款帳戶之票據、付款、取款指示及其他書面指示，均須經由下列被授權人中之 ( \_\_\_\_\_ ) 人之共同簽署方生效力。

NAME 姓名	SPECIMEN SIGNATURE 簽樣
_____	_____
_____	_____
_____	_____
_____	_____

( All person(s) signed on the reverse side of the Signature Specimen Card shall bear their names and signatures above. PLEASE RULE OUT SPACES NOT USED) 。

(所有於印鑑卡背面提供簽樣之人，均須將其姓名及簽樣記載於上述欄位中，並請將未使用之空白欄位刪除。)

(3) That the Chairman be and he/she hereby is authorized and directed to certify a copy of the forgoing resolution to any and all such banks, bankers, and trust companies as and when required.

授權本公司董事長於其認有需要或被要求時，得提供一份上開內容之董事會決議錄予任何銀行及信託公司，並得證明該決議之合法有效。

IN WITNESS WHEREOF, I have set my hand and seal of the Corporation as of this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ .

本人於 \_\_\_\_\_ 年 \_\_\_\_\_ 月 \_\_\_\_\_ 日簽署本文件並確認其為真正。

Signed by 簽署人：

\_\_\_\_\_  
Chairman 董事長

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