



台中銀行
TAICHUNG BANK

共同約定事項(10901版)

Common Terms Agreement (10901Version)

一、立約人應妥慎保管取款印鑑、存摺、存單及密碼，如有遺失、滅失或被竊等情事，應立即向貴行依掛失止付規定辦理掛失止付手續，倘立約人無法立即來行辦理書面手續或遇非營業時間，得先以網路銀行或撥打客服電話辦理掛失，但在貴行辦妥掛失止付前已憑前述文件所支付之款項，而貴行不知係冒領者，對立約人仍有清償之效力，貴行不須負責。

The Applicant shall keep the seals for withdrawal, passbook, certificate of deposit and PIN safely. If there is any lost, destroyed, or stolen situation happened to the above, Applicant shall immediately apply for lost report and stop payment procedure. If Applicant can not come to the Bank immediately or not within the business hours, Applicant may first via Internet Banking or dial customer service line for lost report, provided that prior to the Bank's processing of lost report and stop payment, if there is third party making falsely withdrawal by the aforesaid items which can not be verified by the Bank and makes payment, it is still effective for Applicant, and the Bank is not responsible in any way.

二、立約人憑該原留印鑑、存摺與存款憑條、取款憑條或依其他約定方式辦理業務，如有印鑑變更、住址遷移、公司負責人變更、基本資料或股權結構等異動時，應立即以書面加蓋原留印鑑通知貴行。

Applicant shall process business by originally registered seals, passbook and deposit slip, withdrawal slip or other contracted ways. If there is any change as to seals, movement of address, change of company representative, basic information or shareholding structures, such changes shall be informed to the Bank in writing affixing the seals originally registered with the Bank.

三、立約人與貴行往來期間，因其他關係經貴行提請訴訟或經任何人聲請假扣押、假處分、強制執行、或其他類似之法律上處分，本約定所列各項存款，均得視為全部到期，利息依照中途解約方式計算，任由貴行依法與立約人之各項借款及其他債務行質權、主張抵銷或依執行命令為處分。

During the period of transaction between Applicant and the Bank, due to other relationship, the Bank initiates litigation against Applicant or any other parties initiate preliminary injunction, enforcement procedure or other similar legal procedure against Applicant, all deposits under this Agreement may be regarded as expired, and the interest will be calculated under early termination, and the Bank is entitled to enforce pledge or claim for set-off or proceed with other disposition against all deposit for all loans and other debts owed to the Bank.

四、立約人同意貴行為防制洗錢及打擊資恐等目的，依據「洗錢防制法」、「資恐防制法」及「存款帳戶及疑似不法或顯屬異常交易管理辦法」等相關規定，進行以下管理措施：

Applicant agrees that for purpose of AML and CFT procedure, and in accordance with regulations in "Anti-Money Laundering Act" and "Terrorists Financing Prevention Act" and "Regulations Governing Deposit Account and Suspicious and Unusual Transactions", the Bank is entitled to take the following measures:

(一) 貴行對於符合「存款帳戶及疑似不法或顯屬異常交易管理辦法」或其他法令規範之疑似不法或顯屬異常交易存款帳戶，逕予通報、監控、暫時交易（存入、提領、匯入或匯出款項

等)或結清帳戶等處理措施，存款餘額則由依法可領取者向貴行申請領取。

The Bank shall take measure of notifying, monitoring, suspending transaction (deposit, withdrawal, remittance into or outward, etc.), or closing account as to any deposit accounts which is suspicious as illegal or obviously unusual as regulated in "Regulations Governing Deposit Account and Suspicious and Unusual Transactions" or other laws. For the balance of deposit which is legally receivable, Applicant may apply with the Bank for receipt.

- (二) 貴行如發現立約人或相關聯人為受經濟制裁、外國政府或國際洗錢防制組織認定或追查之恐怖份子或團體，貴行得拒絕業務往來或逕行關戶。

where the Bank finds that Applicant is a target sanctioned, or terrorist or terrorist group determined or investigated by a foreign government or an international organization, the Bank is entitled to suspend transaction or close the accounts.

- (三) 立約人不配合定期審視、對交易性質與目的或資金來源不願配合說明，貴行得暫時停止交易，或暫時停止或終止業務關係。

Where Applicant refuses to cooperate with the Bank for regular viewing and refuses to clarify as to purpose or source of fund, the Bank is entitled to suspend or terminate business relationship.

- (四) 貴行如發現立約人為指定制裁之個人、法人或團體，貴行得禁止立約人對其金融帳戶、通貨或其他支付工具，為提款、匯款、轉帳、付款、交付或轉讓之行為；或對其所有財物或財產上利益，為移轉、變更、處分、利用或其他足以變動數量、品質、價值及所在地之行為，貴行亦得停止為立約人收集或提供財務或財產上利益。

If the Bank found that Applicant is an individual, legal entity or organization under sanction, the Bank is entitled to suspend Applicant's use of bank account, currencies or other payment instruments for withdrawal, remittance, transfer, payment, delivery or transfer, or for Applicant's property or interest of property, to suspend Applicant's transfer, change, disposition, use, or other acts capable to change its quantity, quality, value or location on such property or interest of property. The Bank is entitled to suspend collecting or providing interest of properties for Applicant

- 五、經立約人同意後，有關本約定書各項業務，貴行得委託第三人或與其他機構合作辦理。另關於對帳單及扣繳憑單之印製寄發，經立約人同意後，貴行得委託第三人或與其他機構辦理，惟貴行應善盡資料安全控管之責任。

By consent of Applicant, the Bank may subcontract the related business under this Agreement to the third parties or other institutions under cooperation. As to printing and sending of statement and withholding tax statement, upon agreement of Applicant, the Bank may subcontract to the third parties or other institution, provided the Bank shall be responsible for security and control of information.

- 六、經立約人(含負責人)同意後，貴行及財團法人金融聯合徵信中心、中小企業信用保證基金、台灣票據交換所、財金資訊股份有限公司，於符合其營業登記項目或章程所定業務之需要蒐集處理或國際傳遞及利用立約人之個人資料。貴行非經立約人同意或依其他法令規定，不得將其個人資料提供予上述機構以外之第三人利用。經本立約人同意後，貴行得提

供本人資料予貴行之關係企業、往來之金融機構、與貴行合作推廣業務之保險及其他機構、代貴行處理信用卡事務及提供本卡優惠及服務之第三人。於行銷之目的內宣傳推廣、共同行銷、提供郵購商品目錄及其他資訊、蒐集、處理、國際傳遞及利用（包括但不限於揭露、轉介或交互運用）。貴行之關係企業或合作推廣業務機構應對所蒐集之資料依法保密。本立約人嗣後得隨時通知貴行要求停止對其相關資訊之蒐集、處理、國際傳遞及利用。

Upon consent by Applicant (including responsible person), the Bank and Joint Credit Information Center, Small & Medium Business Credit Guarantee Fund of Taiwan, Clearing House, and Financial Information Service Co., Ltd., may collect, process or transmit internationally and use Applicant's personally information within the scope of business registered or stipulated in the By-Law or as required for such business. Unless otherwise agreed by Applicant or pursuant to other laws, the Bank shall not provide Applicant's personal information to the third parties other than the aforesaid institutions. Upon consent by Applicant, the Bank may provide Applicant's personal information to the Bank's affiliated enterprises, financial institution having business with the Bank, insurance institution or other institution cooperated with the Bank for promoting business, the third parties subcontracted by the Bank for processing credit card business or providing credit card preferential or services, and within the purpose of promotion, may market, provide mail order catalog and other information, collect, process, internationally transmit and use (including but not limited to disclosing, introducing, or cross using). The Bank's affiliated enterprises, or cooperative promoting institutions shall keep confidential of all information collected. Applicant may at any time request the Bank to cease collection, processing, internationally transmission and use of the related personal information.

七、立約人於貴行往來之存款業務，如為按日計息者，逢閏年仍以365日為計息基礎。

For the deposit business transacted by Applicant in the Bank, if the interest is calculated daily, the calculation of interest in leap year is still based on 365 days.

八、立約人同意依貴行公告之各項服務收費標準支付服務費用，如遇調整各項服務收費標準時，於生效日60日前通知或公告，但有利於立約人者或本約定書其他章節另有規範者不在此限。

Applicant agrees to pay service fees based on the Fee Schedule published by the Bank. If there is any adjustment to such Fee Schedule, it is required to notify or publish at least 60 days prior to effectiveness, unless otherwise provided which is more beneficial for Applicant or otherwise provided in this Agreement.

九、各約定事項，貴行得視業務需要隨時修訂，立約人同意依貴行新修訂業務規章辦理。貴行並得於網站及各地營業單位公告或以業務簡介方式置於營業單位供索閱以代公告，不另通知。

The Bank is entitled to amend the provisions at any time as required for business. Applicant agrees to process in accordance with the new amended regulations. The Bank may publish on the website or in the business places of the Bank or through brochure of business putting in business places, without

notification.

十、立約人對與貴行往來之業務有疑問時，可逕洽貴行協助說明。

電話：4499888（行動電話及離島地區請加04），04-22216188，24小時市話免付費電話：0809-096888撥通後按99#。電子信箱（E-MAIL）：service@ms2.tcbank.com.tw

If there is any doubt by Applicant as to business between the Parties, Applicant may contact the Bank for assistance of explanation. Tel: 4499888 (+04 for cell phone and areas of islands), 04-22216188, 24 hours toll-free for local call : 0800-096888 - 99#, E-mail: service @ms2.tcbank.com.tw

十一、貴行如有文件送達立約人，概以立約人留存於貴行之聯絡地址為送達處所，如有變更，立約人應即以書面或其他約定方式通知貴行，並同意依變更後之地址為送達處所；如立約人未以書面或依約定方式通知變更地址時，貴行仍以原申請業務往來之申請書所載之聯絡地址或最後通知貴行之地址為送達之處所。貴行將業務上有關文書或應為之通知，向立約人最後通知之聯絡地址或申請書所載聯絡地址發出後，經通常之郵遞期間即推定為已合法送達。對帳單之方式得以書面、自動化設備或網路等方式呈現。

All documents from the Bank to Applicant will be delivered to the communication address originally registered in the Bank. If there is any change, Applicant shall notify the Bank in writing or by other agreed ways, and Applicant agrees the Bank's use of the changed address for service of document. If Applicant fails to notify the Bank of the new address in writing or by the agreed ways, the Bank is entitled to use the address as stipulated in the original application form or lastly notified for service of document. For any related document or required notice for business, once the Bank dispatches to the communication address as stipulated in the original application form or lastly notified address, it is deemed as legally delivered after the usual period for mailing. Statement may be provided through the ways of hard copies, automatic equipment or on internet, etc.

十二、本約定書所載之約定條款若有未盡事宜，悉依有關法令、貴行有關規定及一般金融機構慣例辦理。

Any issues not stipulated in this Agreement shall be processed in accordance with the applicable laws, regulations of the Bank and general practice of financial institutions.

十三、立約人如因上列任一約定事項致與貴行涉訟時，同意以貴行主營業所所在地管轄之地方法院為第一審管轄法院。

Applicant agrees that any disputes between Applicant and the Bank arising out of or in connection with this Agreement shall be submitted to the jurisdiction of district court of the city where Head Office of the Bank is located.

十四、立約人為外國人，如因上列任一約定事項致與貴行涉訟時，應由中華民國之法院管轄，並同意以貴行主營業所所在地管轄之地方法院為第一審管轄法院。

If Applicant is a foreigner, Applicant agrees that for any dispute arising out of any provision of this Agreement, the governing law shall be laws of Taiwan, ROC, and agrees that any such disputes shall be submitted to the jurisdiction of district court of the city where Head Office of the Bank is located.

十五、美國海外帳戶稅收遵循法條款

US Foreign Account Tax Compliance Act provisions.

立約人茲受告知並同意配合貴行遵循國內外稅務法令(包含但不限於美國海外帳戶稅收遵循法及中華民國相關法令)、條約或國際協議的必要措施, 包含調查立約人及立約人之受益人之國籍與稅籍稅務資料, 將稅籍資料及帳戶資訊揭露予國內外政府機關(包含中華民國政府及美國聯邦政府), 並於調查結果顯示立約人與貴行間的關係符合國內外稅務法令、條約或國際協議的特定條件(包含但不限於立約人及立約人之受益人未能協助提供前揭調查所需的資料或立約人及立約人之受益人不同意貴行向中華民國政府及美國聯邦政府為前揭揭露等情形)時, 貴行得為立約人辦理稅款扣繳之結算或終止本約定書。

Applicant hereby is informed and agrees to cooperate with the Bank for necessary measure in compliance with local and foreign tax regulations (including but not limited to US FATCA and ROC applicable laws), treaties and international agreements, including investigation of nationality, tax residential information of Applicant and Applicant's beneficiary, disclosing tax residential information and account information to local and foreign government (including ROC government and US Federal government), and where investigation result indicates the relationship between Applicant and the Bank being meeting the specific conditions in domestic and foreign tax laws, treaties or international agreements (including but not limited to failure by Applicant or Applicant's beneficiary to assist to provide required information for the aforesaid investigation or Applicant or Applicant's beneficiary not agreeing the Bank to make the foresaid disclosure to ROC government and US Federal government), the Bank may process settlement of tax deduction for Applicant or terminate this Agreement.

十六、依「金融機構執行共同申報及盡職審查作業辦法」(下稱本辦法)規定, 貴行應蒐集及申報有關帳戶持有人² (即立約人)稅務居住者身分之特定資訊。本辦法係依「稅捐稽徵法」第5條之1第6項訂定, 其內容參考經濟合作暨發展組織發布之「共同申報及盡職審查準則」。貴行依法須取得立約人之自我證明文件, 以辨識立約人為稅務居住者之國家/地區。貴行依法得將立約人所提供之身分證明資料及該帳戶其他資訊提供中華民國稅捐稽徵機關, 經由政府間協定進行稅務目的金融帳戶資訊交換, 提供予他方國家/地區稅捐稽徵機關。立約人所提供之身分證明資料將持續有效, 倘狀態變動(例如立約人之稅務居住者身分變動)致所填資訊不正確或不完整, 立約人應通知貴行, 並更新相關資料。

According to "Regulations Governing the Implementation of the Common Standard on Reporting and Due Diligence for Financial Institutions" (hereinafter called "this Regulation"), the Bank shall collect and report the specific information regarding account holder's (ie Applicant's) tax residential identity. This Regulation is promulgated under the 6th paragraph of Article 5-1 of Tax Collection Act, with content referring to "Common Reporting Standard" as published by Organization for Economic Co-operation and Development. The Bank shall obtain self-certification document from Applicant, in order to identify Applicant's tax residential country/region. According to applicable laws, the Bank may provide Applicant's identification information and account information to ROC tax authorities, and through inter-governmental agreements to proceed with exchange of global financial information, and provide to tax



authorities of other countries/regions. The ID certificate information provided by Applicant shall be valid at all time, and if there is any change (such as change to Applicant's tax residential identity) which resulting for inaccuracy or incompleteness of information previously filled, Applicant shall immediately notify the Bank and update related information.

十七、英文翻譯僅供參考，若中文與英文之內容不一致時，以中文為準。

The English translation is only for reference ,in the event of any discrepancy between the Chinese and English texts hereof and thereof ,the Chinese version shall govern.