



合作金庫商業銀行可轉讓定期存單約定書

Agreement for Taiwan Cooperative Bank's Negotiable Certificates of Deposit

立約定書人(即存戶)茲向 貴行申請可轉讓定期存單，於各適用之範圍內，立約人同意遵守下列各項約定：

The contractor (i.e., the depositor) applies to the Bank's negotiable certificates of deposit and the contractor agrees to abide by the following provisions within the applicable scope:

一、本存單之存期，以一個月為單位，按一個月之倍數發行，惟最長期限不得逾越一年，並不得中途解約提取。

The deposit period of the deposit certificate shall be on a monthly basis and the maximum deposit period can be up to one year, and **cancellation before scheduled maturity is not allowed.**

二、本存單發行利率由貴行視金融市場情形，隨時訂定，採固定單利計息，到期連同應付利息一次清償。

The issuance rate of the deposit is determined by the Bank according to the financial market. **It is a fixed simple interest** and can be set at any time. Once the deposit matures, it will be settled with interest payable at once.

三、本存單如逾期提取，除到期日為貴行休假日（非營業日），另依存單利率給付休假日利息外，自逾期之日起，停止計息。

If the deposit is withdrawn after the maturity date, other than the maturity date is not a business day of the Bank and the interest will be accumulated according to the interest rate of the deposit, **the interest will not be accumulated from the maturity date.**

四、本存單分記名式與不記名式兩種，均不得中途要求取消記名或要求記名。

The deposit includes registered and unregistered deposit; however, both registered and unregistered deposit **is not permitted to change its registered or unregistered condition before maturity.**

五、本存單到期提領時，應填妥背面兌領人資料，並提示本存單及兌領人身分證（登記證照）向貴行各營業單位辦理。

The withdrawal of a matured deposit can be conducted at the business units of the Bank by the presentation of the deposit certificate and the redeemer's ID card (registered license) and the redeemer's information on the back of the deposit certificate should be filled.

六、本存單係屬短期票券，其利息除依法得予免稅者外，如為個人及無固定營業廠所之營利事業採分離課稅，另有固定營業場所之營利事業採合併課稅，均應依各類所得扣繳率標準之規定扣繳所得稅。

This deposit certificate is a short-term bill. The interest is exempted from taxation in accordance with the laws. The separation taxation shall be applied for individuals and businesses without a fixed premise and the Integration taxation shall be applied for businesses with a fixed premise; both taxations will be conducted for a tax withholding amount in accordance with the standard of tax withholding rate for various income types.

七、本存單可自由轉讓流通，惟記名式存單應以背書為之。其發行時不必預留客戶印鑑，

中途轉讓時，亦無需向貴行辦理過戶手續，貴行對其背書或背書人是否本人及其轉讓情形均不赴任定之責，亦不受理申請核發存款證明書。

The deposit certificate is negotiable and transferable; however, the registered deposit certificate should be endorsed. It is not necessary to retain customer's specimen of seal when it is issued. It is also not necessary to conduct transfer procedure for a transfer before maturity, as the Bank will not be responsible for the endorsement, endorser, or the transfer circumstances, and **the Bank does not accept the application for the issuance of a deposit proof.**

- 八、本存單因被盜、遺失或滅失，應由存單持有人向貴行原發行單位提出掛失止付申請，並向法院辦理公示催告程序，另應於5日內向原發行單位提出已向法院聲請公示催告之證明，否則止付失其效力；惟經各法院提存所含之提存在案之存單，則不得受理掛失止付之申請。

If the deposit certificate is stolen, lost or disappeared, the owner of the deposit certificate shall apply for loss and stopping of payment of the deposit certificate at the original issuance unit of the Bank, and shall conduct the public reminder notice procedure with the court. In addition, a proof of public reminder notice shall be submitted to the original issuance unit within 5 days, otherwise the loss report and stop of payment will be invalid; however, the deposit certificate include in the property lodged at court will not be accepted for the loss report application.

- 九、立約定書人如有下列情形，貴行得為下列之處理：

For any of the following circumstances, the Bank may take response measures as follows:

- (一)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分子或團體者，貴行得拒絕業務往來或逕行關戶。

If the depositor is a terrorist or in a terrorist group subject to economic sanctions or identified or tracked by foreign governments or international organizations against money laundering, the Bank may suspend all transactions or close the account.

- (二)如有不配合貴行審視、拒絕提供實際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之情形，貴行得暫時停止交易、暫時停止或終止業務關係或採行其他必要之措施。

For circumstances such as unwilling to coordinate with a routine review of the Bank, refuse to provide actual beneficiaries or information about exercising the control over the contractor, or unwilling to explain the nature and purpose of the transaction and sources of the funds, and so on, the Bank may temporarily suspend or terminate all business relationship with the contractor or take other necessary measures.

- 十、本約定書準據法，依中華民國法律。因本約定書而涉訟者，以貴行或本存單之原發行單位所在地為履行地，並以該所在地之地方法院為管轄法院。但不得排除民事訴訟法第四百三十六條之九有關小額訴訟管轄法院規定之適用。

The governing law for this Agreement is based on the laws of the R.O.C. Any dispute arising from this Agreement shall be subject to the jurisdiction of the District Court governing **the original issuance unit** of the Bank, and the prescribed location shall be based on the Bank or where the original issuance unit of the deposit certificate is located. However, the regulations in Article 436-9 of the Taiwan Code of Civil Procedure shall be

applied to the small-claim proceeding in the jurisdiction court.

十一、本約定書正本乙式二份，由立約定書人及貴行各執乙份為憑。

This Agreement is made in duplicate and the depositor and the Bank shall respectively keep a copy of the Agreement.

十二、本約定書未盡事宜，立約定書人同意依中華民國相關法令辦理，並得經雙方協議，以書面補充或修正之。

Any terms and regulations in this Agreement not mentioned herein shall be governed by the relevant laws and regulations of the R.O.C.. Any amendment made in writing with agreement by the contractor and the Bank shall be binding upon both parties.

十三、可轉讓定期存單非屬存款保險條例規定之標的，不受存款保險之保障。

The negotiable certificate of deposit is not an insured subject in the provisions of the Deposit Insurance Act and thus it is not protected by the deposit insurance.

十四、本行申訴專線：電話：04-2227-3131、0800-033175。

電子信箱 (E-MAIL)： e_bank@tcb-bank.com.tw。

Complaint hotline of the Bank: Tel: 04-2227-3131; 0800-033175.

E-mail: e_bank@tcb-bank.com.tw.

十五、立約定書人同意 貴行向財團法人金融聯合徵信中心查詢立約人之『國民身分證領補換資料查詢驗證(電腦代號 Z21)』及『通報案件紀錄及補充註記資訊 (電腦代號 Z22)』等資訊，貴行並就該等資訊得為處理及利用。

The contractor agrees the Bank may query the Joint Credit Information Center regarding the “issuance and replacement data of national ID card (computer code: Z21)” and “information of notification case records and supplemental notes (computer code: Z22),” and the Bank may use or process the obtained information.

十六、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.

立約定書人已充分審閱貴行交付之可轉讓定期存單約定書，並同意遵守。

The contractor has reviewed the agreement for negotiable certificates of deposit **provided** by the Bank and **agrees** to abide by it.

◎本約定書重要內容(標註底線者)已由貴行充分說明。

The Bank has fully explained the important content of this Agreement (underlined).

簽章處(簽名或蓋章)：

Signature (**sign or seal**):

立約定書人已攜回可轉讓定期存單約定書審閱(客戶攜回日期： 年 月 日)。

The contractor takes the agreement for negotiable certificates of deposit for review (the date **customer brings the documents back**: year/ month/ day).

◎本約定書重要內容(標註底線者)已由貴行充分說明。

The Bank has fully explained the important content of this Agreement (underlined).

簽章處(簽名或蓋章)：

Signature (**sign or seal**):

此致 合作金庫商業銀行
To Taiwan Cooperative Bank

本行依個人資料保護法第 8 條規定，在蒐集、處理、利用您的個人資料時，應告知事項如後，請 臺端詳閱。倘 臺端依法應設置法定代理人或輔助人或其他具代表權限之人者，亦請各該有權代表之人詳閱如後之告知事項。

In compliance with the regulations in Article 8 of the Personal Data Protection Act, when collecting, processing and using customer's personal data, the Bank shall inform customers regarding matters as below and they shall be carefully reviewed. If a statutory agent, curator, or other representative is required in accordance with the laws, the representative shall carefully review the following.

立約定書人(即存戶)： (簽名或蓋章)

The Contractor (i.e., the Depositor): _____ (sign or seal)

身分證字號/證照字號：

ID card No./Certificate No.:

電話：(O) (H)

手機號碼：

Telephone No.:

Mobile NO.:

電子郵件 E-MAIL：

Email Address:

戶籍地址：

Registered Address:

通訊地址：同戶籍地址另址：

Correspondence Address: Same As Registered Address Another Address:

法定代理人/輔助人/意定代理人簽名處：

Signature of Statutory Agent/Curator/Representative: _____

中 華 民 國 年 月 日
Year/ Month/ Day

核對身分或驗印 說明人員 經辦 核章

(本約定書應依身分證號碼或統一編號排列，專卷永久保存，並列入移交)

合作金庫商業銀行履行個人資料保護法第八條告知義務內容

Taiwan Cooperative Bank Personal Information Protection Notification

親愛的客戶您好，由於個人資料之蒐集，涉及 臺端的隱私權益，合作金庫商業銀行股份有限公司（以下稱本行）向 臺端蒐集個人資料時，依據個人資料保護法（以下稱個資法）第八條第一項規定，應明確向 臺端告知下列事項，請 臺端詳閱：

Considering confidentiality of the collection of your personal information, in respect to the Paragraph 1 of Article 8 of the Taiwan Personal Information Protection Act (hereinafter called "the Act"), TCB (as defined below) shall clearly inform you the following issues. Please read carefully.

一、 蒐集之目的：

有關本行蒐集 臺端個人資料之目的(特定目的之說明)，請 臺端詳閱如後附表或本行網站。

1. Purpose of Collection

With regard to your information to be collected by TCB, please refer to the Annex for detail purpose of collection.

二、 蒐集之個人資料類別：

姓名、身分證統一編號、性別、出生年月日、通訊方式及其他詳如相關業務申請書或契約書之內容，並以本行與 臺端往來之相關業務、帳戶或服務及自 臺端或第三人處（例如：財團法人金融聯合徵信中心）所實際蒐集之個人資料為準。

2. Classification of the Personal Information

Name, ID Card number, gender, date of birth, contact information, and other information detailed in the relevant applications or contracts/agreements and the personal information is in terms of information TCB collected from the business, accounts of services provided to you or from the third parties (such as Join Credit Information Center).

三、 個人資料利用之期間、地區、對象及方式：

(一) 個人資料利用之期間（以期限最長者為準）：

- 1、依個人資料蒐集之特定目的存續期間為資料使用期間。
- 2、依相關國內法令所定(例如商業會計法等)或因執行業務所必須之保存期間或依個別契約就資料之保存所定之保存年限。

(二) 個人資料利用之地區：下列「個人資料利用之對象」欄位所列之利用對象其國內及國外所在地。

(三) 個人資料利用之對象：

- 1、本行(含受本行委託處理事務之委外機構)、本行海外分支機構。
- 2、依法令規定利用之機構（例如：本行母公司或所屬金融控股公司之子公司等）。
- 3、其他業務相關之機構（例如：通匯行、財團法人金融聯合徵信中心、財團法人聯合信用卡處理中心、台灣票據交換所、財金資訊股份有限公司、信用保證機構、信用卡國際組織、收單機構暨特約商店、與本行合作推廣業務之公司等）。
- 4、國內、外有權機關（如金融監理機關或稅務機關等）。
- 5、臺端所同意之對象（例如本行共同行銷或交互運用 臺端交易資料之公司等）。

(四) 個人資料利用之方式：符合個人資料保護相關法令以自動化機器或其他非自動化之利用及傳遞/國際傳輸方式。

3. Time Period, Area, Target and Way of the Use of Personal Information

- (1) Time period (the longer period to be applied)
 - A. Within time period of specific purpose
 - B. Retention period in accordance with the relevant laws/regulations (such as Business Entity Account Act etc.) or in line with business needs or individual contracts.
- (2) Area: Where the Target (described as follows) located.
- (3) Target:
 - A. TCB (including the service provider engaged with TCB), and TCB's Offshore Branches.
 - B. The institution using the information in compliance with regulations (such as the parent company of TCB or the financial holdings TCB belongs to).
 - C. The institutions in relation to relevant business (such as correspondent banks, Joint Credit Information Center, National Credit Card Center of R.O.C., the Taiwan Clearing House, Financial Information Service Co., Ltd., credit guarantee institutions, credit card international organizations, credit card acquirers and engaged stores, TCB's business cooperative units).
 - D. The entitled institutions or financial supervisory agencies or tax authorities in accordance with domestic and foreign laws and regulations.
 - E. Other institutions and organizations agreed by the Depositor(s) (such as TCB's jointly marketing or customer information sharing companies).
- (4) Way of the use of personal information: By way of automatic or non-automatic use and transmission /cross-border transfer that is in compliance with personal information protection relevant regulations.

四、依據個資法第三條規定，臺端就本行保有 臺端之個人資料得行使下列權利：

- (一) 除有個資法第十條所規定之例外情形外，得向本行查詢、請求閱覽或請求製給複製本，惟本行依個資法第十四條規定得酌收必要成本費用。
- (二) 得向本行請求補充或更正，惟依個資法施行細則第十九條規定，臺端應適當釋明其原因及事實。
- (三) 本行如有違反個資法規定蒐集、處理或利用 臺端之個人資料，依個資法第十一條第四項規定，臺端得向本行請求停止蒐集。
- (四) 依個資法第十一條第二項規定，個人資料正確性有爭議者，得向本行請求停止處理或利用 臺端之個人資料。惟依該項但書規定，本行因執行業務所必須，或經 臺端書面同意，並經註明其爭議者，不在此限。
- (五) 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，得向本行請求刪除、停止處理或利用 臺端之個人資料。惟依該項但書規定，本行因執行業務所必須或經 臺端書面同意者，不在此限。

4. According to Article 3 of the Act, you may exercise the following rights with regard to your personal information collected by TCB:

- (1) Except the situation stated in the Article 10 of the Act, you may inquire and request for a review and to make duplications of your personal information. However, TCB may charge necessary handling fee in terms of Article 14 of the Act.
- (2) You may request to supplement or correct your personal information but in terms of Article 19 of the enforcement rule of the Act, you shall explain the reason and the fact properly.
- (3) In terms of the Paragraph 4 of Article 11 of the Act, you may request TCB to discontinue the collection in the cases where a violation of the Act offered during collecting, processing or using your information.
- (4) In terms of the Paragraph 2 of Article 11 of the Act, in the event of a dispute regarding the accuracy of personal information, you may request TCB to discontinue processing or using your information. However, the preceding

sentence may not be applicable when it is necessary for the performance of an official duty or fulfillment of a legal

obligation and has been recorded, or when it is agreed by you in writing.

- (5) In terms of the Paragraph 3 of Article 11 of the Act, you may request TCB to delete, discontinue processing or using your personal information when the specific purpose no longer exists or time period expires. However, the preceding sentence may not be applicable when it is necessary for the performance of an official duty or fulfillment of a legal obligation and has been recorded, or when it is agreed by you in writing.

五、臺端如欲行使上述個資法第三條規定之各項權利，本行提供之服務管道（如：電洽
客服專線 0800-033175、04-22273131、書面或親洽往來營業據點等）均能受理。
另 臺端亦得隨時透過前開本行提供之服務管道要求停止利用相關個人資料進
行行銷。本行於接獲 臺端通知並確認臺端身分後立即受理，並於系統及作
業合理期間內停止行銷。

- 5. You may exercise the rights prescribed in Article 3 of the Act by calling direct line for service and compliant 0800-033175, 04-22273131, sending written notice or visiting the branch in person, or any other method offered by TCB.** You may also notify TCB by the aforementioned methods at any time, to stop using your personal information for the purpose of marketing. Your request will be proceeded upon verification of your identification, and will be fulfilled within a reasonable processing time.

六、臺端不提供個人資料所致權益之影響：

臺端得自由選擇是否提供相關個人資料及類別，惟 臺端所拒絕提供之個人資料及類別，如果是辦理業務審核或作業所需之資料，本行可能無法進行必要之業務審核或作業而無法提供 臺端相關服務或無法提供較佳之服務，敬請見諒。

- 6. The influence on your rights and interests while not providing your personal information:**

You are in the position to decide whether providing personal related information and classification. However, TCB may not be able to provide you relative services or better services if TCB may not process necessary checking in terms of the operation requirement due to lack of your personal information and classification. Your understanding is appreciated.

附表：

Annex:

特定目的說明		
業務類別 Service Item	業務特定目的及代號 The Specific Purpose and the Classification of Personal Information	共通特定目的及代號 The Common Purpose and the Classification of Personal Information
一、存匯業務 Deposits and Remittances	022 外匯業務 022 Foreign Exchange Business 035 存款保險 035 Deposit Insurance 036 存款與匯款業務 036 Deposit and Remitting 067 信用卡、現金卡、轉帳卡或電子票證業務(含金融卡) 067 Credit Card, Cash Card, Debit Card or E-Ticket Business 082 借款戶與存款戶存借作業綜合管理 082 Operation of Integrated Management among the Borrowing Households with Depositors Saved Business 112 票據交換業務 112 Bill of Exchange 154 徵信(支票帳戶) 154 Reference 160 憑證業務管理 160 Certificate Business Administration 181 其他經營合於營業登記項目或組織章程所定之業務(例如：黃金存摺業務、電子金融業務、代理收付業務) 181 Other Business Operation in accordance with the Business Registration Project or Organization Prospectus	025 刑事偵查、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) 025 Criminal investigation, crime prevention (including but not limited to the implementation of global AML/CFT measures) 040 行銷(包含金控共同行銷業務) 040 Marketing (including Financial Cross-Selling Business) 059 金融服務業依法令規定及金融監理需要，所為之蒐集處理及利用 059 Financial Service Industry's Collection and Processing Information in accordance with Laws and Needs for Financial Supervision 060 金融爭議處理 060 Financial Dispute Resolution 063 非公務機關依法定義務所進行個人資料之蒐集處理及利用 063 Non-Government Agency Collect or Process Personal Information under Legal Obligations 069 契約、類似契約或其他法律關係管理之事務 069 Contract, Contract-Like or Other Legal Relation Matters 090 消費者、客戶管理與服務 090 Consumer, Customer Management and Service 091 消費者保護 091 Consumer Protection 098 商業與技術資訊 098 Business and Technical Information 104 帳務管理及債權交易業務 104 Account Management and Debt Trading Business 113 陳情、請願、檢舉案件處理 113 Petition and Petition Reported Matters Handling 129 會計與相關服務 129 Accounting and Related Services 136 資(通)訊與資料庫管理 136 Information (Communication) and Database Management 137 資通安全與管理 137 Information and Communication Security and Management 157 調查、統計與研究分析 157 Investigation, Statistics and Research Analysis 177 其他金融管理業務 177 Other Financial Administrative Business 182 其他諮詢與顧問服務 182 Other Consulting and Consultant Services

合作金庫商業銀行可轉讓定期存單約定書

Agreement for Taiwan Cooperative Bank's Negotiable Certificates of Deposit
立約定書人(即存戶)茲向 貴行申請可轉讓定期存單，於各適用之範圍內，立約人同意遵守下列各項約定：

The contractor (i.e., the depositor) applies to the Bank's negotiable certificates of deposit and the contractor agrees to abide by the following provisions within the applicable scope:

一、本存單之存期，以一個月為單位，按一個月之倍數發行，惟最長期限不得逾越一年，並不得中途解約提取。

The deposit period of the deposit certificate shall be on a monthly basis and the maximum deposit period can be up to one year, and **cancellation before scheduled maturity is not allowed.**

二、本存單發行利率由貴行視金融市場情形，隨時訂定，採固定單利計息，到期連同應付利息一次清償。

The issuance rate of the deposit is determined by the Bank according to the financial market. **It is a fixed simple interest** and can be set at any time. Once the deposit matures, it will be settled with interest payable at once.

三、本存單如逾期提取，除到期日為貴行休假日（非營業日），另依存單利率給付休假日利息外，自逾期之日起，停止計息。

If the deposit is withdrawn after the maturity date, other than the maturity date is not a business day of the Bank and the interest will be accumulated according to the interest rate of the deposit, **the interest will not be accumulated from the maturity date.**

四、本存單分記名式與不記名式兩種，均不得中途要求取消記名或要求記名。

The deposit includes registered and unregistered deposit; however, both registered and unregistered deposit **is not permitted to change its registered or unregistered condition before maturity.**

五、本存單到期提領時，應填妥背面兌領人資料，並提示本存單及兌領人身分證（登記證照）向貴行各營業單位辦理。

The withdrawal of a matured deposit can be conducted at the business units of the Bank by the presentation of the deposit certificate and the redeemer's ID card (registered license) and the redeemer's information on the back of the deposit certificate should be filled.

六、本存單係屬短期票券，其利息除依法得予免稅者外，如為個人及無固定營業廠所之營利事業採分離課稅，另有固定營業場所之營利事業採合併課稅，均應依各類所得扣繳率標準之規定扣繳所得稅。

This deposit certificate is a short-term bill. The interest is exempted from taxation in accordance with the laws. The separation taxation shall be applied for individuals and businesses without a fixed premise and the Integration taxation shall be applied for businesses with a fixed premise; both taxations will be conducted for a tax withholding amount in accordance with the standard of tax withholding rate for various income types.

七、本存單可自由轉讓流通，惟記名式存單應以背書為之。其發行時不必預留客戶印鑑，

中途轉讓時，亦無需向貴行辦理過戶手續，貴行對其背書或背書人是否本人及其轉讓情形均不赴任定之責，亦不受理申請核發存款證明書。

The deposit certificate is negotiable and transferable; however, the registered deposit certificate should be endorsed. It is not necessary to retain customer's specimen of seal when it is issued. It is also not necessary to conduct transfer procedure for a transfer before maturity, as the Bank will not be responsible for the endorsement, endorser, or the transfer circumstances, and **the Bank does not accept the application for the issuance of a deposit proof.**

- 八、本存單因被盜、遺失或滅失，應由存單持有人向貴行原發行單位提出掛失止付申請，並向法院辦理公示催告程序，另應於5日內向原發行單位提出已向法院聲請公示催告之證明，否則止付失其效力；惟經各法院提存所含之提存在案之存單，則不得受理掛失止付之申請。

If the deposit certificate is stolen, lost or disappeared, the owner of the deposit certificate shall apply for loss and stopping of payment of the deposit certificate at the original issuance unit of the Bank, and shall conduct the public reminder notice procedure with the court. In addition, a proof of public reminder notice shall be submitted to the original issuance unit within 5 days, otherwise the loss report and stop of payment will be invalid; however, the deposit certificate include in the property lodged at court will not be accepted for the loss report application.

- 九、立約定書人如有下列情形，貴行得為下列之處理：

For any of the following circumstances, the Bank may take response measures as follows:

- (一)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分子或團體者，貴行得拒絕業務往來或逕行關戶。

If the depositor is a terrorist or in a terrorist group subject to economic sanctions or identified or tracked by foreign governments or international organizations against money laundering, the Bank may suspend all transactions or close the account.

- (二)如有不配合貴行審視、拒絕提供實際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之情形，貴行得暫時停止交易、暫時停止或終止業務關係或採行其他必要之措施。

For circumstances such as unwilling to coordinate with a routine review of the Bank, refuse to provide actual beneficiaries or information about exercising the control over the contractor, or unwilling to explain the nature and purpose of the transaction and sources of the funds, and so on, the Bank may temporarily suspend or terminate all business relationship with the contractor or take other necessary measures.

- 十、本約定書準據法，依中華民國法律。因本約定書而涉訟者，以貴行或本存單之原發行單位所在地為履行地，並以該所在地之地方法院為管轄法院。但不得排除民事訴訟法第四百三十六條之九有關小額訴訟管轄法院規定之適用。

The governing law for this Agreement is based on the laws of the R.O.C. Any dispute arising from this Agreement shall be subject to the jurisdiction of the District Court governing **the original issuance unit** of the Bank, and the prescribed location shall be based on the Bank or where the original issuance unit of the deposit certificate is located. However, the regulations in Article 436-9 of the Taiwan Code of Civil Procedure shall be

applied to the small-claim proceeding in the jurisdiction court.

十一、本約定書正本乙式二份，由立約定書人及貴行各執乙份為憑。

This Agreement is made in duplicate and the depositor and the Bank shall respectively keep a copy of the Agreement.

十二、本約定書未盡事宜，立約定書人同意依中華民國相關法令辦理，並得經雙方協議，以書面補充或修正之。

Any terms and regulations in this Agreement not mentioned herein shall be governed by the relevant laws and regulations of the R.O.C.. Any amendment made in writing with agreement by the contractor and the Bank shall be binding upon both parties.

十三、可轉讓定期存單非屬存款保險條例規定之標的，不受存款保險之保障。

The negotiable certificate of deposit is not an insured subject in the provisions of the Deposit Insurance Act and thus it is not protected by the deposit insurance.

十四、本行申訴專線：電話：04-2227-3131、0800-033175。

電子信箱 (E-MAIL)： e_bank@tcb-bank.com.tw。

Complaint hotline of the Bank: Tel: 04-2227-3131; 0800-033175.

E-mail: e_bank@tcb-bank.com.tw.

十五、立約定書人同意 貴行向財團法人金融聯合徵信中心查詢立約人之『國民身分證領補換資料查詢驗證(電腦代號 Z21)』及『通報案件紀錄及補充註記資訊 (電腦代號 Z22)』等資訊，貴行並就該等資訊得為處理及利用。

The contractor agrees the Bank may query the Joint Credit Information Center regarding the “issuance and replacement data of national ID card (computer code: Z21)” and “information of notification case records and supplemental notes (computer code: Z22),” and the Bank may use or process the obtained information.

十六、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.

立約定書人已充分審閱貴行交付之可轉讓定期存單約定書，並同意遵守。

The contractor has reviewed the agreement for negotiable certificates of deposit provided by the Bank and agrees to abide by it.

◎本約定書重要內容(標註底線者)已由貴行充分說明。

The Bank has fully explained the important content of this Agreement (underlined).

簽章處(簽名或蓋章)：

Signature (sign or seal):

立約定書人已攜回可轉讓定期存單約定書審閱(客戶攜回日期： 年 月 日)。

The contractor takes the agreement for negotiable certificates of deposit for review (the date customer brings the documents back: year/ month/ day).

◎本約定書重要內容(標註底線者)已由貴行充分說明。

The Bank has fully explained the important content of this Agreement (underlined).

簽章處(簽名或蓋章)：

Signature (sign or seal):

此致 合作金庫商業銀行
To Taiwan Cooperative Bank

本行依個人資料保護法第8條規定，在蒐集、處理、利用您的個人資料時，應告知事項如後，請 臺端詳閱。倘 臺端依法應設置法定代理人或輔助人或其他具代表權限之人者，亦請各該有權代表之人詳閱如後之告知事項。

In compliance with the regulations in Article 8 of the Personal Data Protection Act, when collecting, processing and using customer's personal data, the Bank shall inform customers regarding matters as below and they shall be carefully reviewed. If a statutory agent, curator, or other representative is required in accordance with the laws, the representative shall carefully review the following.

立約定書人(即存戶)： (簽名或蓋章)

The Contractor (i.e., the Depositor): _____ (sign or seal)

身分證字號/證照字號：

ID card No./Certificate No.:

電話：(O) (H)

手機號碼：

Telephone No.:

Mobile NO.:

電子郵件 E-MAIL：

Email Address:

戶籍地址：

Registered Address:

通訊地址：同戶籍地址另址：

Correspondence Address: Same As Registered Address Another Address:

法定代理人/輔助人/意定代理人簽名處：

Signature of Statutory Agent/Curator/Representative: _____

中 華 民 國 年 月 日
Year/ Month/ Day

核對身分或驗印 說明人員 經辦 核章

(本約定書應依身分證號碼或統一編號排列，專卷永久保存，並列入移交)

合作金庫商業銀行履行個人資料保護法第八條告知義務內容

Taiwan Cooperative Bank Personal Information Protection Notification

親愛的客戶您好，由於個人資料之蒐集，涉及 臺端的隱私權益，合作金庫商業銀行股份有限公司（以下稱本行）向 臺端蒐集個人資料時，依據個人資料保護法（以下稱個資法）第八條第一項規定，應明確向 臺端告知下列事項，請 臺端詳閱：

Considering confidentiality of the collection of your personal information, in respect to the Paragraph 1 of Article 8 of the Taiwan Personal Information Protection Act (hereinafter called "the Act"), TCB (as defined below) shall clearly inform you the following issues. Please read carefully.

一、 蒐集之目的：

有關本行蒐集 臺端個人資料之目的(特定目的之說明)，請 臺端詳閱如後附表或本行網站。

1. Purpose of Collection

With regard to your information to be collected by TCB, please refer to the Annex for detail purpose of collection.

二、 蒐集之個人資料類別：

姓名、身分證統一編號、性別、出生年月日、通訊方式及其他詳如相關業務申請書或契約書之內容，並以本行與 臺端往來之相關業務、帳戶或服務及自 臺端或第三人處（例如：財團法人金融聯合徵信中心）所實際蒐集之個人資料為準。

2. Classification of the Personal Information

Name, ID Card number, gender, date of birth, contact information, and other information detailed in the relevant applications or contracts/agreements and the personal information is in terms of information TCB collected from the business, accounts of services provided to you or from the third parties (such as Join Credit Information Center).

三、 個人資料利用之期間、地區、對象及方式：

(一) 個人資料利用之期間（以期限最長者為準）：

- 1、依個人資料蒐集之特定目的存續期間為資料使用期間。
- 2、依相關國內法令所定(例如商業會計法等)或因執行業務所必須之保存期間或依個別契約就資料之保存所定之保存年限。

(二) 個人資料利用之地區：下列「個人資料利用之對象」欄位所列之利用對象其國內及國外所在地。

(三) 個人資料利用之對象：

- 1、本行(含受本行委託處理事務之委外機構)、本行海外分支機構。
- 2、依法令規定利用之機構（例如：本行母公司或所屬金融控股公司之子公司等）。
- 3、其他業務相關之機構（例如：通匯行、財團法人金融聯合徵信中心、財團法人聯合信用卡處理中心、台灣票據交換所、財金資訊股份有限公司、信用保證機構、信用卡國際組織、收單機構暨特約商店、與本行合作推廣業務之公司等）。
- 4、國內、外有權機關（如金融監理機關或稅務機關等）。
- 5、臺端所同意之對象（例如本行共同行銷或交互運用 臺端交易資料之公司等）。

(四) 個人資料利用之方式：符合個人資料保護相關法令以自動化機器或其他非自動化之利用及傳遞/國際傳輸方式。

3. Time Period, Area, Target and Way of the Use of Personal Information

- (1) Time period (the longer period to be applied)
 - A. Within time period of specific purpose
 - B. Retention period in accordance with the relevant laws/regulations (such as Business Entity Account Act etc.) or in line with business needs or individual contracts.
- (2) Area: Where the Target (described as follows) located.
- (3) Target:
 - A. TCB (including the service provider engaged with TCB), and TCB's Offshore Branches.
 - B. The institution using the information in compliance with regulations (such as the parent company of TCB or the financial holdings TCB belongs to).
 - C. The institutions in relation to relevant business (such as correspondent banks, Joint Credit Information Center, National Credit Card Center of R.O.C., the Taiwan Clearing House, Financial Information Service Co., Ltd., credit guarantee institutions, credit card international organizations, credit card acquirers and engaged stores, TCB's business cooperative units).
 - D. The entitled institutions or financial supervisory agencies or tax authorities in accordance with domestic and foreign laws and regulations.
 - E. Other institutions and organizations agreed by the Depositor(s) (such as TCB's jointly marketing or customer information sharing companies).
- (4) Way of the use of personal information: By way of automatic or non-automatic use and transmission /cross-border transfer that is in compliance with personal information protection relevant regulations.

四、依據個資法第三條規定，臺端就本行保有 臺端之個人資料得行使下列權利：

- (一) 除有個資法第十條所規定之例外情形外，得向本行查詢、請求閱覽或請求製給複製本，惟本行依個資法第十四條規定得酌收必要成本費用。
- (二) 得向本行請求補充或更正，惟依個資法施行細則第十九條規定，臺端應適當釋明其原因及事實。
- (三) 本行如有違反個資法規定蒐集、處理或利用 臺端之個人資料，依個資法第十一條第四項規定，臺端得向本行請求停止蒐集。
- (四) 依個資法第十一條第二項規定，個人資料正確性有爭議者，得向本行請求停止處理或利用 臺端之個人資料。惟依該項但書規定，本行因執行業務所必須，或經 臺端書面同意，並經註明其爭議者，不在此限。
- (五) 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，得向本行請求刪除、停止處理或利用 臺端之個人資料。惟依該項但書規定，本行因執行業務所必須或經 臺端書面同意者，不在此限。

4. According to Article 3 of the Act, you may exercise the following rights with regard to your personal information collected by TCB:

- (1) Except the situation stated in the Article 10 of the Act, you may inquire and request for a review and to make duplications of your personal information. However, TCB may charge necessary handling fee in terms of Article 14 of the Act.
- (2) You may request to supplement or correct your personal information but in terms of Article 19 of the enforcement rule of the Act, you shall explain the reason and the fact properly.
- (3) In terms of the Paragraph 4 of Article 11 of the Act, you may request TCB to discontinue the collection in the cases where a violation of the Act offered during collecting, processing or using your information.
- (4) In terms of the Paragraph 2 of Article 11 of the Act, in the event of a dispute regarding the accuracy of personal information, you may request TCB to discontinue processing or using your information. However, the preceding sentence may not be applicable when it is necessary for the performance of an

- official duty or fulfillment of a legal obligation and has been recorded, or when it is agreed by you in writing.
- (5) In terms of the Paragraph 3 of Article 11 of the Act, you may request TCB to delete, discontinue processing or using your personal information when the specific purpose no longer exists or time period expires. However, the preceding sentence may not be applicable when it is necessary for the performance of an official duty or fulfillment of a legal obligation and has been recorded, or when it is agreed by you in writing.

五、臺端如欲行使上述個資法第三條規定之各項權利，本行提供之服務管道（如：電洽 0800-033175、04-22273131、書面或親洽往來營業據點等）均能受理。另 臺端亦得隨時透過前開本行提供之服務管道要求停止利用相關個人資料進行行銷。本行於接獲 臺端通知並確認臺端身分後立即受理，並於系統及作業合理期間內停止行銷。

5. You may exercise the rights prescribed in Article 3 of the Act by calling direct line for service and compliant 0800-033175, 04-22273131, sending written notice or visiting the branch in person, or any other method offered by TCB. You may also notify TCB by the aforementioned methods at any time, to stop using your personal information for the purpose of marketing. Your request will be proceeded upon verification of your identification, and will be fulfilled within a reasonable processing time.

六、臺端不提供個人資料所致權益之影響：

臺端得自由選擇是否提供相關個人資料及類別，惟 臺端所拒絕提供之個人資料及類別，如果是辦理業務審核或作業所需之資料，本行可能無法進行必要之業務審核或作業而無法提供 臺端相關服務或無法提供較佳之服務，敬請見諒。

6. The influence on your rights and interests while not providing your personal information:

You are in the position to decide whether providing personal related information and classification. However, TCB may not be able to provide you relative services or better services if TCB may not process necessary checking in terms of the operation requirement due to lack of your personal information and classification. Your understanding is appreciated.

附表：
Annex:

特定目的說明		
業務類別 Service Item	業務特定目的及代號 The Specific Purpose and the Classification of Personal Information	共通特定目的及代號 The Common Purpose and the Classification of Personal Information
一、存匯業務 Deposits and Remittances	022 外匯業務 022 Foreign Exchange Business 035 存款保險 035 Deposit Insurance 036 存款與匯款業務 036 Deposit and Remitting 067 信用卡、現金卡、轉帳卡或電子票證業務(含金融卡) 067 Credit Card, Cash Card, Debit Card or E-Ticket Business 082 借款戶與存款戶存借作業綜合管理 082 Operation of Integrated Management among the Borrowing Households with Depositors Saved Business 112 票據交換業務 112 Bill of Exchange 154 徵信(支票帳戶) 154 Reference 160 憑證業務管理 160 Certificate Business Administration 181 其他經營合於營業登記項目或組織章程所定之業務(例如：黃金存摺業務、電子金融業務、代理收付業務) 181 Other Business Operation in accordance with the Business Registration Project or Organization Prospectus	025 刑事偵查、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) 025 Criminal investigation, crime prevention (including but not limited to the implementation of global AML/CFT measures) 040 行銷(包含金控共同行銷業務) 040 Marketing (including Financial Cross-Selling Business) 059 金融服務業依法令規定及金融監理需要,所為之蒐集處理及利用 059 Financial Service Industry's Collection and Processing Information in accordance with Laws and Needs for Financial Supervision 060 金融爭議處理 060 Financial Dispute Resolution 063 非公務機關依法定義務所進行個人資料之蒐集處理及利用 063 Non-Government Agency Collect or Process Personal Information under Legal Obligations 069 契約、類似契約或其他法律關係管理之事務 069 Contract, Contract-Like or Other Legal Relation Matters 090 消費者、客戶管理與服務 090 Consumer, Customer Management and Service 091 消費者保護 091 Consumer Protection 098 商業與技術資訊 098 Business and Technical Information 104 帳務管理及債權交易業務 104 Account Management and Debt Trading Business 113 陳情、請願、檢舉案件處理 113 Petition and Petition Reported Matters Handling 129 會計與相關服務 129 Accounting and Related Services 136 資(通)訊與資料庫管理 136 Information (Communication) and Database Management 137 資通安全與管理 137 Information and Communication Security and Management 157 調查、統計與研究分析 157 Investigation, Statistics and Research Analysis 177 其他金融管理業務 177 Other Financial Administrative Business 182 其他諮詢與顧問服務 182 Other Consulting and Consultant Services