

合作金庫商業銀行定期性存款約定書

Agreement For Taiwan Cooperative Bank's Time Deposit

立約定書人(即存戶)茲向貴行申請定期性存款往來,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 time deposit and the contractor agrees to abide by the following provisions within the applicable scope:

一、定期性存款種類及定義

Types and definitions of time deposits

- (一) 「定期存款」: 有一定時期之限制,存戶憑存單及原留印鑑或約定方式提取之存款,本存款最低存入金額為新臺幣壹萬元,期間最短不得少於一個月,最長不得超過三年。 "Time deposit": It refers to deposits of a fixed term which can be withdrawn by the depositor upon maturity by presentation of a deposit certificate and original seal or by other agreed means. The minimum deposit amount of the deposit is NT\$10,000. The minimum deposit duration is one month while the maximum is three years.
- (二)<u>「定期儲蓄存款」:存款期間,除另有規定外,最長不得超過三年,最短不得低於一年,</u> 種類如下:
 - "Time savings deposit": The maximum deposit duration is three years while the minimum is one year, unless otherwise prescribed. The various types of the deposits are as follows:
 - 「零存整付儲蓄存款」:本存款開戶時,由存戶約定一年(含)以上存期及每月繳款日期及金額(最低壹仟元以上),到期憑存單及原留印鑑或約定方式一次提取本息之存款。
 - "Regular savings deposit": When opening an account of the deposit, the depositor has to specify the monthly payment date and the monthly payment amount (no less than NT\$1,000) with a minimum deposit duration of one year. The principal with interest accrued is receivable in full upon maturity, with the deposit certificate and original seal, or with a previously agreed method.
 - 2. 「整存整付储蓄存款」:本存款開戶時,由存戶約定一年(含)以上存期,將本金一次 存入(最低壹萬元以上),到期憑存單及原留印鑑或約定方式一次提取本息之存款。 "Round-amount savings deposit": When opening an account of the deposit, the depositor has to deposit the lump sum of principal (no less than NT\$10,000) with a minimum deposit duration of one year. The principal with interest accrued is receivable in full upon maturity, with the deposit certificate and original seal, or with a previously agreed method.
 - 3. 「存本取息儲蓄存款」: 本存款開戶時,由存戶約定一年(含)以上存期,將本金一次 存入(最低壹萬元以上),按月分期支取利息,到期憑存單及原留印鑑或約定方式提 取本金。
 - "Withdrawals of interest savings deposit": When opening an account of the deposit, the depositor has to deposit the lump sum of principal (no less than NT\$10,000) with a minimum deposit duration of one year. The interest is receivable on a monthly basis.

 The principal is receivable upon maturity, with the deposit certificate and original seal, or with a previously agreed method.

(三)本存款未到期以前,存戶如需用款,可持存單及原留印鑑向貴行原簽發單位申請質借或依 規中途解約,其質借金額、利率及期限悉依貴行授信有關規定辦理。

If the depositor needs to use the fund before the maturity of the deposit, he/she can apply to the original issuance unit of the Bank for a pledge or apply for cancellation before maturity in accordance with the regulations, with the deposit certificate and original seal. The amount, interest rate and deadline of the pledge shall be conducted in accordance with the relevant loan and credit regulations of the bank.

二、利率及計息方式

Interest rates and accrued interest

(一)存款利率別:<u>存戶於開戶時得自由選擇並事先約定採用固定牌告利率或機動牌告利</u> 率計息,惟一經擇定即不得變更。

Deposit interest rate: <u>the depositor may opt for application of fixed or floating interest rate</u> when opening an account; however, the selection cannot be changed once it is chosen.

(二)<u>定期性存款如遇貴行牌告利率調整時,貴行得公告於官方網站及各分行營業場所,不另個</u> 別通知。

If the Bank's prevailing interest rates for time deposits are changed, the Bank will make an announcement on its official website and at business branches, without issuing individual notice.

(三)計息方式:

Interest accruing:

- 1. 足月部分按月計息,即本金乘月利率(年利率除以 12),再乘月數即得利息額。

 The interest can be calculated by multiplying the principal by the monthly interest rate (dividing the annual interest rate by 12) and the number of full deposited month.
- 2. 不足月之畸零天數部分,按日計息,即乘年利率再除以 365 即得每日利息額。
 The rest of days that are less than a month will be calculated on a daily basis, which is multiplying the principal by the daily interest (dividing the annual interest rate by 365) and the number of days.

三、零存整付儲蓄存款

Regular savings deposit

(一)按每月應存日之貴行存款機動牌告利率個別複利計息。

The interest is accruing based on compound rate of the Bank's prevailing interest rates on the deposit day of each month.

(二)<u>如逾約定存儲日期在三日以上者,應按逾期日數補繳利息</u>,將於存戶辦理到期或中途解約時,由電腦就存戶應領之利息中自動抵扣,不須存戶另為繳納。

If the overdue deposit date is more than three days, the interest shall be repaid according to the number of overdue days; it will automatically debit the interest payable from the depositor's interest receivable when the deposit is matured or when the depositor applies for cancellation before maturity of the deposit.

(三)<u>逾期達六個月以上者視為停儲</u>,俟到期提領已繳部分存款額時,應按已繳各期存款之存儲 期間,按月數以存入當時存單契約期限之規定利率個別複利計算,以其合計數計息。

A deposit that is overdue for more than six months shall be deemed as a suspended deposit.

The interest shall be calculated according to the compound rate of the Bank's prevailing interest rates on the deposit day for the conducted deposits after the maturity of the deposit.

四、中途解約提取

Early withdrawal before maturity

(一)存單於到期日前中途解約者,應於七日以前通知貴行,如未能於七日以前通知者,經貴行同意亦得辦理。中途解約時,應將存款全部一次結清,其利息係依存款實際存儲期間, 按其存入當時貴行相當期別定期存款牌告利率單利八折計息,若貴行無該期別之牌告利 率時,則以最接近之較低期別牌告利率計息;惟未存滿一個月者不計息。

The depositor may terminate a time deposit prior to the maturity date by giving a 7-day prior notice to the Bank. In case no notice is given 7 days before the termination, it can also be done upon agreement by the Bank. For an early withdrawal, the amount of deposit should be settled at once and the Bank shall pay the depositor 80% of the accrued interest calculated with the prevailing interest rate of an identical term. If such interest rate is not applicable, the interest shall be calculated with the prevailing interest rate of a shorter term. However, interests will not be accumulated if the actual deposit period in the account is less than one month.

(二)<u>中途解約時,若存戶依原存單利率按月領取之利息已超過貴行應付之利息時,貴行有權就</u> 該溢付之利息數額,自應返還予存戶之存款本金中逕行扣回。

For an early withdrawal, in case the interest payable resulting from the early withdrawal is less than the interest paid by the Bank, the Bank retains the right to debit the depositor's account or the principal of the deposit for the difference.

五、存單掛失與止付

Loss report and stop payment of the deposit certificate

存單或印鑑如被盜、遺失或滅失者,應由存戶本人或法人之代表人持證件及原留印鑑(如印鑑遺失者,須存戶本人或法人代表人親自辦理)至貴行填妥申請書後辦理掛失止付手續,但在<u>貴行尚未受理存戶掛失止付申請並完成掛失止付手續前,如有存款被冒領者,貴行概不負</u>責。

If the deposit certificate or seal is stolen, lost or disappeared, the depositor or the representative of the legal person shall bring their ID certificate and the original seal (if the seal is lost, the depositor or the legal representative shall conduct in person) to the Bank to conduct the loss report and stop payment application. However, **before the loss report and stop payment application is**

completed and the Bank accepts the depositor's application, the Bank will not be liable for any fraudulent withdrawal of the deposit.

六、存款自動轉息

Automatic interest transfer of a deposit

按月領息之定期性存款,存戶如未克按時前來領取利息,得以約定方式填具申請書,委託貴 行於每月計付利息之日,將其利息逕予轉入本行(含聯行)或轉匯入其他金融機構之同一人 或他人之各種存款帳戶。

For the interest of time deposit that is receivable on a monthly basis, the depositors can fill out an application form, if they are not able to pick up the interest on time, and entrust the Bank to transfer the monthly interest to any types of a deposit account or others of the Bank (including interbank) or

other financial institutions.

七、存款自動轉期

Automatic renewal of a deposit

(一)凡定期存款及存本取息、整存整付等儲蓄存款,均得向貴行申請將其存款本金或併計到期 未提領之利息,於存款到期日依原科目、期別及計息方式自動轉期續存。

For the time deposit, round-amount, and withdrawals of interest savings deposit, the depositors can apply to the Bank for automatic renewal of the matured deposit according to its original subject, duration and accruing interest, provided that principal or the accrued interest have not been withdrawn.

(二)自動轉期期間自原存單起息日起算,最長不得超過六年。

The period of the automatic renewal shall not exceed six years from the interest accruing date of the original deposit.

(三)每次自動轉期時,無須簽發新存單,新存款利率以轉期日貴行同期別存款牌告利率為準, 惟續存未滿一個月即解約者,其續存期間不予計息。

The issuance of a new deposit certificate is not required for automatic renewal. The interest rate of the new deposit is subject to the Bank's prevailing interest rate of an identical term deposit on the renewal date; however, no interest will be paid during the renewal period if the contract is cancelled within one month.

(四)存單設定質權後,存戶如欲申請自動轉期者,應經質權人之同意。

After the deposit has been pledged, the depositor who intends to apply for an automatic renewal shall obtain the consent of the pledgee.

八、逾期提取

Withdrawal after the maturity date

存戶逾期提取時,其逾期利息按照提取日之貴行活期存款牌告利率折合日息單利計付,本存款到期日至提取日間,貴行活期存款牌告利率有調整者,應按調整之牌告利率分段計息;惟如到期日為休假日時,該休假日之利息應按原存單利率計付。

When the deposit is withdrawn after the maturity date, the overdue interest will be accrued based on the interest rate of the Bank's prevailing demand deposit interest rate on the withdrawal day. If the Bank's prevailing demand deposit interest rate during the period between of the maturity date and the withdrawal date changes, the interest rate shall be accrued in various time periods; however, if the maturity date is a holiday, the interest on the holiday shall be accrued according to the interest rate of original deposit.

九、逾期續存或逾期轉存

Renewal or conversion after the maturity date

(一)定期存款逾期續存或轉存:

Renewal or conversion of time deposit after the maturity date:

1. 定期存款到期後一個月以內辦理續存或轉存者,得自「原到期日」起息,其到期未領之利息得併同本金轉存,至新存款之利率則以續存日或轉存日之貴行牌告利率為準。

If the depositor proceeds to the renewal or conversion of time deposit within one month after the maturity of the deposit, the interest will be accrued since the "original maturity date." The principal and the interest that has not been withdrawn can be used as the

conversion amount and <u>the interest rate of the new deposit will be based on the Bank's</u> prevailing interest rate on the renewal or conversion date.

- 採用機動利率之定期存款到期後之轉存或續存,比照前款規定辦理,如其繼續申請機動利率計息者,應自續存日或轉存日起之利率,再行調整時開始機動。
 - The conversion or renewal of the time deposit with floating interest rate after the maturity shall be conducted in accordance with the provisions in the preceding paragraph. If it continues to apply for the floating interest rate, the interest rate shall be adjusted from the conversion or renewal date.
- 3. 超逾第一款期間始辦理續存或轉存者,自續存日或轉存日起息,而其原到期日至續存日 或轉存日之前一日之逾期利息,應依照第八條逾期提取之逾期息規定計付,至新存款之 利率則以續存日或轉存日之貴行牌告利率為準。
 - If the renewal or conversion date is over the period mentioned in the first paragraph, the interest will be accrued from the renewal or conversion date, and the overdue interest from the original maturity date to one day before the renewal or conversion date shall be accrued In accordance with the provisions of Article 8 for withdrawing after the maturity date. The interest rate of the new deposit shall be based on the Bank's prevailing interest rate on the renewal or conversion date.
- 4.定期存款約定採用牌告利率機動計息,於原存款到期辦理續存時,其「到期日」適逢例假日(非營業日),順延至次一營業日辦理,該日又適值銀行調整牌告利率生效起始時,辦理定期存款續存之起息日及利息計算,應自原到期日起算及依該到期日之牌告利率計息,惟原到期日後(次一營業日起)牌告機動利率如有變動,則該部分應依該調整之牌告利率計息。

For the time deposit prescribed with floating interest rate and renewal after the maturity date, if the maturity date is a holiday (non-business day), the procedure will be postponed to the next business day. And if the postponed day is the effective day for the Bank's adjusted prevailing interest rate, the interest for the renewal of the time deposit shall be accrued from the original maturity date and the interest rate shall be based on the Bank's prevailing interest rate on the original maturity date; however, if the Bank adjusted the prevailing interest rate after the original maturity date (from the next business day), then the portion shall calculated according to the adjusted prevailing interest rate.

(二)定期儲蓄存款逾期續存或轉存:

Renewal or conversion of time savings deposit after the maturity date:

1. 定期儲蓄存款到期後之續存或轉存,如係一年期(含一年期)以上之定期存款,且於原 到期日後二個月以內辦理者,得自原到期日起息;逾二個月始辦理續存或轉存者,自續 存日或轉存日起息。其到期未領之利息得併同本金續存或轉存,且新存款之利率均以續 存日或轉存日之貴行牌告利率為準。

If the depositor proceeds to the renewal or conversion of time savings deposit within two months after the maturity of the deposit, the interest will be accrued since the "original maturity date" for the deposits with one-year term or longer. If the renewal or conversion is conducted after two months of the maturity date, the interest will be accrued from the renewal or conversion date. The principal and the interest that has not been withdrawn can be

used as the renewal or conversion amount and the interest rate of the new deposit will be based on the Bank's prevailing interest rate on the renewal or conversion date.

2. <u>定期儲蓄存款到期後之續存或轉存,如係未滿一年期之定期存款,且於原到期日後一個</u> <u>月以內辦理者,得自原到期日起息;</u>逾一個月始辦理續存或轉存者,自續存日或轉存日 起息。其到期日未領之利息得併同本金轉存,且新存款之利率均以續存日或轉存日之貴 行牌告利率為準。

If the depositor proceeds to the renewal or conversion of time saving deposit within one month after the maturity of the deposit, the interest will be accrued since the "original maturity date" for the deposits within one-year term: If the renewal or conversion is conducted after one month of the maturity date, the interest will be accrued from the renewal or conversion date. The principal and the interest that has not been withdrawn can be used as the conversion amount and the interest rate of the new deposit will be based on the Bank's prevailing interest rate on the renewal or conversion date.

3. 超逾第一、二款期間始辦理續存或轉存者,其原到期日至續存日或轉存日之前一日之逾期利息,應依照第八條逾期提取之逾期息規定計付,至新存款之利率則以續存日或轉存日之貴行牌告利率為準。

If the renewal or conversion date is over the period mentioned in the first and second paragraph, the overdue interest from the original maturity date to one day before the renewal or conversion date shall be accrued in accordance with the provisions of Article 8 for withdrawing after the maturity date. The interest rate of the new deposit shall be based on the Bank's prevailing interest rate on the renewal or conversion date.

4.採用機動利率之定期儲蓄存款到期後之續存或轉存,如係繼續申請機動利率者,應自續存日或轉存日起之利率,再行調整時開始機動。

For the renewal or conversion of the time savings deposit with floating interest rate after the maturity, if it continues to apply for the floating interest rate, the interest rate shall be adjusted from the renewal or conversion date.

十、質權設定與質借

Assign the pledge and pledge the deposit for a loan

(一)存單非經貴行同意不得轉讓或出質他人,但得憑存單向貴行質借。

Unless agreed upon by the Bank, the depositor shall not transfer or assign pledge to a third party, but the depositor may pledge the deposit to the Bank with the deposit certificate.

(二)存戶如需短期借款時,得以存單為質,在存單面額內向貴行原存款單位辦理質借,惟質借 金額、利率及期間悉依貴行授信有關規定辦理。

If the depositors need a short-term loan, they can pledge the deposit for a loan within the value of the deposit certificate at the original issuance unit of the deposit certificate; however, the amount, interest rate and deadline of the pledge shall be conducted in accordance with the relevant loan and credit regulations of the bank.

十一、指定到期日定期性存款

Designated maturity date of time deposit

本存款項目限定期存款及零存整付、存本取息、整存整付等儲蓄存款,惟均不得辦理自動轉期。

This deposit is limited to time deposit, regular savings deposits, withdrawals of interest savings, and round-amount savings deposits, however, the automatic renewal is not applicable for these deposits.

十二、大額定期存款

Large time deposit

(一)起存時無牌告大額存款機動利率 (視為雙方未約定適用大額存款牌告利率),未到期前貴 行新增大額存款牌告機動利率者,仍依一般存款牌告機動利率計息。

At the time of the deposit is made, if there is no floating interest rate available for large deposit (it is deemed that the two parties have not agreed to apply the prevailing interest rate for large deposit), the interest of the deposit will be accrued according to the regular prevailing floating interest rate of deposit before the maturity of the large deposit even if the Bank adds a new prevailing interest rate for large deposit.

(二)起存時採大額存款牌告機動利率,未到期前貴行取消該大額存款牌告機動利率者,自取消 大額存款牌告日起改按一般存款牌告機動利率計息;若大額存款額度變更,改適用符合 原存款金額之大額存款牌告機動利率計息,若無法適用時改按一般存款牌告機動利率計 息。

At the time of the deposit is made, if the floating interest rate is available for large deposit but the interest rate for large deposit is cancelled before the maturity of the large deposit, the regular prevailing floating interest rate of deposit will be applied to the large deposit since the cancellation day. If the amount of the large deposit is changed, the prevailing floating interest rate for large deposit will be applied to the large deposit; however, if it is not applicable, the regular prevailing floating interest rate of deposit will be adopted.

十三、各項服務手續費收費標準

Service fees for various services

(一)存戶同意依下列收費標準繳納相關費用:

The depositor agrees to pay relevant service fees based on the following:

- 1. 存單掛失補發、印鑑掛失(更換): 補發存單每張 100 元, 印鑑掛失(更換)每次 100 元。
 Loss of deposit certificate or seal (replacement): NT\$100 for each deposit certificate;
 NT\$100 for loss of seal (replacement).
- 2. 申請存款餘(存)額證明或其他證明文件:每份 50 元,申請一份以上,每份加收 20 元。 Apply for proof of deposit (savings) or other supporting documents: NT\$50 for one copy, and NT\$20 for each additional copy.
- 3. <u>定存單設定質權之通知:存戶以存單設定質權予第三人,每筆存單收取手續費 100 元;</u> 設定予貴行存單質借者免收。

Notice of pledge on the deposit certificate: The handling fee is NT\$100 for each deposit certificate for the depositor pledging the deposit certificate to a third party; it is free of charge if the depositor pledges the deposit to the Bank.

(二)存戶同意貴行得依業務需要,修改本約定書或調整本存款之相關服務內容,或修正前項收費標準表,並在貴行營業處所明顯處或網站上公告,以代通知,存戶同意適用修改後之本約定書及異動後之服務內容或收費標準,並受其約束。

The depositor agrees that the Bank may amend any service terms and conditions and/or service fees and charges in the aforementioned table hereof, such amendment shall be notified at the branches or on the website of the Bank. The Depositor shall be deemed to agree and thus subject to the amendment to this Agreement thereof.

(三)前項變更或調整收取費用,貴行應至少於生效日60日前公告。

The Bank shall announce the amendment to the aforementioned service charges at least 60 days prior to the effective date.

十四、存戶如有下列情形,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存戶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 depositor, 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 depositor or take other necessary measures.
- 十五、存戶如有依破產法聲請和解、聲請宣告破產、聲請公司重整、經票據交換所通知拒絕往來、 停止營業、清理債務、受強制執行、假扣押、假處分或其他保全處分等情事時,本存款項 下之存、借款均得視為全部到期,存戶並喪失一切期限利益,由貴行依法行使質權或主張 抵銷。

If the depositor is subject to petition for settlement, application for declaration of bankruptcy, reorganization, discredit sanction from a clearing house, suspension of business, liquidation, compulsory execution, provisional attachment, provisional injunction, or any other similar administrative punishment, all the deposit and loan under the account shall be deemed matured. The depositor loses all the rights of the deposit and loan, and the Bank may exercise set-off rights according to relevant laws or regulations.

十六、本約定書準據法,依中華民國法律。因本約定書而涉訟者,以貴行或本存款開戶之分支機 構所在地為履行地,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.

十七、本約定書正本乙式二份,由立約定書人(即存戶)及貴行各執乙份為憑。

This Agreement is made in duplicate and the contractor (i.e. the depositor) and the Bank shall respectively keep a copy of the Agreement.

十八、本約定書未盡事宜,立約定書人同意依<u>中華民國</u>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 <u>R.O.C.</u>. Any supplement or amendment made in writing with agreement by the contractor and the Bank shall be binding upon both parties.

十九、本存款屬存款保險條例規定之標的,受存款保險之保障。

The deposit is an insured subject in the provisions of the Deposit Insurance Act and thus it is protected by deposit insurance.

二十、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 to 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.

二十一、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。

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

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

二十二、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定期性存款約定書,並同意遵守。

 The contractor has reviewed the time deposit agreement 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):

- □立約定書人已攜回定期性存款約定書審閱(客戶攜回日期: 年 月 日)。
 The contractor took the time deposit agreement 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):

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:					
户籍地址:					
Registered Address:					
通訊地址:□同戶籍地	址□另址:				
Correspondence Addres	s: Same As Registe	red Address	Another Address:		
法定代理人/輔助人/意	定代理人簽名處:				
Signature of Statutory A	gent/Curator/Repres	entative:			
中華	民	國	年	月	日
			Year/	Month/	Day
核對身分或驗印	說明人	員	經辨		核章
(本約定書應依身分證	è 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) 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營港推施)			

合作金庫商業銀行定期性存款約定書

Agreement For Taiwan Cooperative Bank's Time Deposit

立約定書人(即存戶)茲向貴行申請定期性存款往來,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 time deposit and the contractor agrees to abide by the following provisions within the applicable scope:

一、定期性存款種類及定義

Types and definitions of time deposits

- (一) 「定期存款」: 有一定時期之限制,存戶憑存單及原留印鑑或約定方式提取之存款,本存款最低存入金額為新臺幣壹萬元,期間最短不得少於一個月,最長不得超過三年。 "Time deposit": It refers to deposits of a fixed term which can be withdrawn by the depositor upon maturity by presentation of a deposit certificate and original seal or by other agreed means. The minimum deposit amount of the deposit is NT\$10,000. The minimum deposit duration is one month while the maximum is three years.
- (二)<u>「定期儲蓄存款」:存款期間,除另有規定外,最長不得超過三年,最短不得低於一年</u> 種類如下:
 - "Time savings deposit": The maximum deposit duration is three years while the minimum is one year, unless otherwise prescribed. The various types of the deposits are as follows:
 - 1. 「零存整付儲蓄存款」:本存款開戶時,由存戶約定一年(含)以上存期及每月繳款日 期及金額(最低壹仟元以上),到期憑存單及原留印鑑或約定方式一次提取本息之存 款。
 - "Regular savings deposit": When opening an account of the deposit, the depositor has to specify the monthly payment date and the monthly payment amount (no less than NT\$1,000) with a minimum deposit duration of one year. The principal with interest accrued is receivable in full upon maturity, with the deposit certificate and original seal, or with a previously agreed method.
 - 2. 「整存整付儲蓄存款」:本存款開戶時,由存戶約定一年(含)以上存期,將本金一次 存入(最低壹萬元以上),到期憑存單及原留印鑑或約定方式一次提取本息之存款。 "Round-amount savings deposit": When opening an account of the deposit, the depositor has to deposit the lump sum of principal (no less than NT\$10,000) with a minimum deposit duration of one year. The principal with interest accrued is receivable in full upon maturity, with the deposit certificate and original seal, or with a previously agreed method.
 - 3. 「存本取息儲蓄存款」: 本存款開戶時,由存戶約定一年(含)以上存期,將本金一次 存入(最低壹萬元以上),按月分期支取利息,到期憑存單及原留印鑑或約定方式提 取本金。
 - "Withdrawals of interest savings deposit": When opening an account of the deposit, the depositor has to deposit the lump sum of principal (no less than NT\$10,000) with a minimum deposit duration of one year. The interest is receivable on a monthly basis.

 The principal is receivable upon maturity, with the deposit certificate and original seal, or with a previously agreed method.

(三)本存款未到期以前,存戶如需用款,可持存單及原留印鑑向貴行原簽發單位申請質借或依 規中途解約,其質借金額、利率及期限悉依貴行授信有關規定辦理。

If the depositor needs to use the fund before the maturity of the deposit, he/she can apply to the original issuance unit of the Bank for a pledge or apply for cancellation before maturity in accordance with the regulations, with the deposit certificate and original seal. The amount, interest rate and deadline of the pledge shall be conducted in accordance with the relevant loan and credit regulations of the bank.

二、利率及計息方式

Interest rates and accrued interest

(一)存款利率別:<u>存戶於開戶時得自由選擇並事先約定採用固定牌告利率或機動牌告利</u> 率計息,惟一經擇定即不得變更。

Deposit interest rate: <u>the depositor may opt for application of fixed or floating interest rate</u> when opening an account; however, the selection cannot be changed once it is chosen.

(二)<u>定期性存款如遇貴行牌告利率調整時,貴行得公告於官方網站及各分行營業場所,不另個</u> 別通知。

If the Bank's prevailing interest rates for time deposits are changed, the Bank will make an announcement on its official website and at business branches, without issuing individual notice.

(三)計息方式:

Interest accruing:

- 1. 足月部分按月計息,即本金乘月利率(年利率除以 12),再乘月數即得利息額。

 The interest can be calculated by multiplying the principal by the monthly interest rate (dividing the annual interest rate by 12) and the number of full deposited month.
- 2. 不足月之畸零天數部分,按日計息,即乘年利率再除以 365 即得每日利息額。
 The rest of days that are less than a month will be calculated on a daily basis, which is multiplying the principal by the daily interest (dividing the annual interest rate by 365) and the number of days.

三、零存整付儲蓄存款

Regular savings deposit

(一)按每月應存日之貴行存款機動牌告利率個別複利計息。

The interest is accruing based on compound rate of the Bank's prevailing interest rates on the deposit day of each month.

(二)<u>如逾約定存儲日期在三日以上者,應按逾期日數補繳利息</u>,將於存戶辦理到期或中途解約時,由電腦就存戶應領之利息中自動抵扣,不須存戶另為繳納。

If the overdue deposit date is more than three days, the interest shall be repaid according to the number of overdue days; it will automatically debit the interest payable from the depositor's interest receivable when the deposit is matured or when the depositor applies for cancellation before maturity of the deposit.

(三)**逾期達六個月以上者視為停儲**,俟到期提領已繳部分存款額時,應按已繳各期存款之存儲 期間,按月數以存入當時存單契約期限之規定利率個別複利計算,以其合計數計息。

A deposit that is overdue for more than six months shall be deemed as a suspended deposit.

The interest shall be calculated according to the compound rate of the Bank's prevailing interest rates on the deposit day for the conducted deposits after the maturity of the deposit.

四、中途解約提取

Early withdrawal before maturity

(一)存單於到期日前中途解約者,應於七日以前通知貴行,如未能於七日以前通知者,經貴行同意亦得辦理。中途解約時,應將存款全部一次結清,其利息係依存款實際存儲期間, 按其存入當時貴行相當期別定期存款牌告利率單利八折計息,若貴行無該期別之牌告利 率時,則以最接近之較低期別牌告利率計息;惟未存滿一個月者不計息。

The depositor may terminate a time deposit prior to the maturity date by giving a 7-day prior notice to the Bank. In case no notice is given 7 days before the termination, it can also be done upon agreement by the Bank. For an early withdrawal, the amount of deposit should be settled at once and the Bank shall pay the depositor 80% of the accrued interest calculated with the prevailing interest rate of an identical term. If such interest rate is not applicable, the interest shall be calculated with the prevailing interest rate of a shorter term. However, interests will not be accumulated if the actual deposit period in the account is less than one month.

(二)<u>中途解約時,若存戶依原存單利率按月領取之利息已超過貴行應付之利息時,貴行有權就</u> 該溢付之利息數額,自應返還予存戶之存款本金中逕行扣回。

For an early withdrawal, in case the interest payable resulting from the early withdrawal is less than the interest paid by the Bank, the Bank retains the right to debit the depositor's account or the principal of the deposit for the difference.

五、存單掛失與止付

Loss report and stop payment of the deposit certificate

存單或印鑑如被盜、遺失或滅失者,應由存戶本人或法人之代表人持證件及原留印鑑(如印鑑遺失者,須存戶本人或法人代表人親自辦理)至貴行填妥申請書後辦理掛失止付手續,但在<u>貴行尚未受理存戶掛失止付申請並完成掛失止付手續前,如有存款被冒領者,貴行概不負</u>責。

If the deposit certificate or seal is stolen, lost or disappeared, the depositor or the representative of the legal person shall bring their ID certificate and the original seal (if the seal is lost, the depositor or the legal representative shall conduct in person) to the Bank to conduct the loss report and stop payment application. However, **before the loss report and stop payment application is**

completed and the Bank accepts the depositor's application, the Bank will not be liable for any fraudulent withdrawal of the deposit.

六、存款自動轉息

Automatic interest transfer of a deposit

按月領息之定期性存款,存戶如未克按時前來領取利息,得以約定方式填具申請書,委託貴 行於每月計付利息之日,將其利息逕予轉入本行(含聯行)或轉匯入其他金融機構之同一人 或他人之各種存款帳戶。

For the interest of time deposit that is receivable on a monthly basis, the depositors can fill out an application form, if they are not able to pick up the interest on time, and entrust the Bank to transfer the monthly interest to any types of a deposit account or others of the Bank (including interbank) or

other financial institutions.

七、存款自動轉期

Automatic renewal of a deposit

(一)凡定期存款及存本取息、整存整付等儲蓄存款,均得向貴行申請將其存款本金或併計到期 未提領之利息,於存款到期日依原科目、期別及計息方式自動轉期續存。

For the time deposit, round-amount, and withdrawals of interest savings deposit, the depositors can apply to the Bank for automatic renewal of the matured deposit according to its original subject, duration and accruing interest, provided that principal or the accrued interest have not been withdrawn.

(二)自動轉期期間自原存單起息日起算,最長不得超過六年。

The period of the automatic renewal shall not exceed six years from the interest accruing date of the original deposit.

(三)每次自動轉期時,無須簽發新存單,新存款利率以轉期日貴行同期別存款牌告利率為準, 惟續存未滿一個月即解約者,其續存期間不予計息。

The issuance of a new deposit certificate is not required for automatic renewal. The interest rate of the new deposit is subject to the Bank's prevailing interest rate of an identical term deposit on the renewal date; however, no interest will be paid during the renewal period if the contract is cancelled within one month.

(四)存單設定質權後,存戶如欲申請自動轉期者,應經質權人之同意。

After the deposit has been pledged, the depositor who intends to apply for an automatic renewal shall obtain the consent of the pledgee.

八、逾期提取

Withdrawal after the maturity date

存戶逾期提取時,其逾期利息按照提取日之貴行活期存款牌告利率折合日息單利計付,本存款到期日至提取日間,貴行活期存款牌告利率有調整者,應按調整之牌告利率分段計息;惟如到期日為休假日時,該休假日之利息應按原存單利率計付。

When the deposit is withdrawn after the maturity date, the overdue interest will be accrued based on the interest rate of the Bank's prevailing demand deposit interest rate on the withdrawal day. If the Bank's prevailing demand deposit interest rate during the period between of the maturity date and the withdrawal date changes, the interest rate shall be accrued in various time periods; however, if the maturity date is a holiday, the interest on the holiday shall be accrued according to the interest rate of original deposit.

九、逾期續存或逾期轉存

Renewal or conversion after the maturity date

(一)定期存款逾期續存或轉存:

Renewal or conversion of time deposit after the maturity date:

1. 定期存款到期後一個月以內辦理續存或轉存者,得自「原到期日」起息,其到期未領之利息得併同本金轉存,至新存款之利率則以續存日或轉存日之貴行牌告利率為準。

If the depositor proceeds to the renewal or conversion of time deposit within one month after the maturity of the deposit, the interest will be accrued since the "original maturity date." The principal and the interest that has not been withdrawn can be used as the

conversion amount and <u>the interest rate of the new deposit will be based on the Bank's</u> prevailing interest rate on the renewal or conversion date.

- 2.採用機動利率之定期存款到期後之轉存或續存,比照前款規定辦理,如其繼續申請機動 利率計息者,應自續存日或轉存日起之利率,再行調整時開始機動。
 - The conversion or renewal of the time deposit with floating interest rate after the maturity shall be conducted in accordance with the provisions in the preceding paragraph. If it continues to apply for the floating interest rate, the interest rate shall be adjusted from the conversion or renewal date.
- 3. 超逾第一款期間始辦理續存或轉存者,自續存日或轉存日起息,而其原到期日至續存日 或轉存日之前一日之逾期利息,應依照第八條逾期提取之逾期息規定計付,至新存款之 利率則以續存日或轉存日之貴行牌告利率為準。
 - If the renewal or conversion date is over the period mentioned in the first paragraph, the interest will be accrued from the renewal or conversion date, and the overdue interest from the original maturity date to one day before the renewal or conversion date shall be accrued In accordance with the provisions of Article 8 for withdrawing after the maturity date. The interest rate of the new deposit shall be based on the Bank's prevailing interest rate on the renewal or conversion date.
- 4.定期存款約定採用牌告利率機動計息,於原存款到期辦理續存時,其「到期日」適逢例假日(非營業日),順延至次一營業日辦理,該日又適值銀行調整牌告利率生效起始時,辦理定期存款續存之起息日及利息計算,應自原到期日起算及依該到期日之牌告利率計息,惟原到期日後(次一營業日起)牌告機動利率如有變動,則該部分應依該調整之牌告利率計息。

For the time deposit prescribed with floating interest rate and renewal after the maturity date, if the maturity date is a holiday (non-business day), the procedure will be postponed to the next business day. And if the postponed day is the effective day for the Bank's adjusted prevailing interest rate, the interest for the renewal of the time deposit shall be accrued from the original maturity date and the interest rate shall be based on the Bank's prevailing interest rate on the original maturity date; however, if the Bank adjusted the prevailing interest rate after the original maturity date (from the next business day), then the portion shall calculated according to the adjusted prevailing interest rate.

(二)定期儲蓄存款逾期續存或轉存:

Renewal or conversion of time savings deposit after the maturity date:

1. 定期儲蓄存款到期後之續存或轉存,如係一年期(含一年期)以上之定期存款,且於原 到期日後二個月以內辦理者,得自原到期日起息;逾二個月始辦理續存或轉存者,自續 存日或轉存日起息。其到期未領之利息得併同本金續存或轉存,且新存款之利率均以續 存日或轉存日之貴行牌告利率為準。

If the depositor proceeds to the renewal or conversion of time savings deposit within two months after the maturity of the deposit, the interest will be accrued since the "original maturity date" for the deposits with one-year term or longer. If the renewal or conversion is conducted after two months of the maturity date, the interest will be accrued from the renewal or conversion date. The principal and the interest that has not been withdrawn can be

used as the renewal or conversion amount and the interest rate of the new deposit will be based on the Bank's prevailing interest rate on the renewal or conversion date.

2. <u>定期儲蓄存款到期後之續存或轉存,如係未滿一年期之定期存款,且於原到期日後一個</u> <u>月以內辦理者,得自原到期日起息;</u>逾一個月始辦理續存或轉存者,自續存日或轉存日 起息。其到期日未領之利息得併同本金轉存,且新存款之利率均以續存日或轉存日之貴 行牌告利率為準。

If the depositor proceeds to the renewal or conversion of time saving deposit within one month after the maturity of the deposit, the interest will be accrued since the "original maturity date" for the deposits within one-year term: If the renewal or conversion is conducted after one month of the maturity date, the interest will be accrued from the renewal or conversion date. The principal and the interest that has not been withdrawn can be used as the conversion amount and the interest rate of the new deposit will be based on the Bank's prevailing interest rate on the renewal or conversion date.

3. 超逾第一、二款期間始辦理續存或轉存者,其原到期日至續存日或轉存日之前一日之逾期利息,應依照第八條逾期提取之逾期息規定計付,至新存款之利率則以續存日或轉存日之貴行牌告利率為準。

If the renewal or conversion date is over the period mentioned in the first and second paragraph, the overdue interest from the original maturity date to one day before the renewal or conversion date shall be accrued in accordance with the provisions of Article 8 for withdrawing after the maturity date. The interest rate of the new deposit shall be based on the Bank's prevailing interest rate on the renewal or conversion date.

4.採用機動利率之定期儲蓄存款到期後之續存或轉存,如係繼續申請機動利率者,應自續存日或轉存日起之利率,再行調整時開始機動。

For the renewal or conversion of the time savings deposit with floating interest rate after the maturity, if it continues to apply for the floating interest rate, the interest rate shall be adjusted from the renewal or conversion date.

十、質權設定與質借

Assign the pledge and pledge the deposit for a loan

(一)存單非經貴行同意不得轉讓或出質他人,但得憑存單向貴行質借。

Unless agreed upon by the Bank, the depositor shall not transfer or assign pledge to a third party, but the depositor may pledge the deposit to the Bank with the deposit certificate.

(二)存戶如需短期借款時,得以存單為質,在存單面額內向貴行原存款單位辦理質借,惟質借 金額、利率及期間悉依貴行授信有關規定辦理。

If the depositors need a short-term loan, they can pledge the deposit for a loan within the value of the deposit certificate at the original issuance unit of the deposit certificate; however, the amount, interest rate and deadline of the pledge shall be conducted in accordance with the relevant loan and credit regulations of the bank.

十一、指定到期日定期性存款

Designated maturity date of time deposit

本存款項目限定期存款及零存整付、存本取息、整存整付等儲蓄存款,惟均不得辦理自動轉期。

This deposit is limited to time deposit, regular savings deposits, withdrawals of interest savings, and round-amount savings deposits, however, the automatic renewal is not applicable for these deposits.

十二、大額定期存款

Large time deposit

(一)起存時無牌告大額存款機動利率 (視為雙方未約定適用大額存款牌告利率),未到期前貴 行新增大額存款牌告機動利率者,仍依一般存款牌告機動利率計息。

At the time of the deposit is made, if there is no floating interest rate available for large deposit (it is deemed that the two parties have not agreed to apply the prevailing interest rate for large deposit), the interest of the deposit will be accrued according to the regular prevailing floating interest rate of deposit before the maturity of the large deposit even if the Bank adds a new prevailing interest rate for large deposit.

(二)起存時採大額存款牌告機動利率,未到期前貴行取消該大額存款牌告機動利率者,自取消 大額存款牌告日起改按一般存款牌告機動利率計息;若大額存款額度變更,改適用符合 原存款金額之大額存款牌告機動利率計息,若無法適用時改按一般存款牌告機動利率計 息。

At the time of the deposit is made, if the floating interest rate is available for large deposit but the interest rate for large deposit is cancelled before the maturity of the large deposit, the regular prevailing floating interest rate of deposit will be applied to the large deposit since the cancellation day. If the amount of the large deposit is changed, the prevailing floating interest rate for large deposit will be applied to the large deposit; however, if it is not applicable, the regular prevailing floating interest rate of deposit will be adopted.

十三、各項服務手續費收費標準

Service fees for various services

(一)存戶同意依下列收費標準繳納相關費用:

The depositor agrees to pay relevant service fees based on the following:

- 1. 存單掛失補發、印鑑掛失(更換): 補發存單每張 100 元, 印鑑掛失(更換)每次 100 元。
 Loss of deposit certificate or seal (replacement): NT\$100 for each deposit certificate;
 NT\$100 for loss of seal (replacement).
- 2. 申請存款餘(存)額證明或其他證明文件:每份 50 元,申請一份以上,每份加收 20 元。 Apply for proof of deposit (savings) or other supporting documents: NT\$50 for one copy, and NT\$20 for each additional copy.
- 3. <u>定存單設定質權之通知:存戶以存單設定質權予第三人,每筆存單收取手續費 100 元;</u> 設定予貴行存單質借者免收。

Notice of pledge on the deposit certificate: The handling fee is NT\$100 for each deposit certificate for the depositor pledging the deposit certificate to a third party; it is free of charge if the depositor pledges the deposit to the Bank.

(二)存戶同意貴行得依業務需要,修改本約定書或調整本存款之相關服務內容,或修正前項收費標準表,並在貴行營業處所明顯處或網站上公告,以代通知,存戶同意適用修改後之本約定書及異動後之服務內容或收費標準,並受其約束。

The depositor agrees that the Bank may amend any service terms and conditions and/or service fees and charges in the aforementioned table hereof, such amendment shall be notified at the branches or on the website of the Bank. The Depositor shall be deemed to agree and thus subject to the amendment to this Agreement thereof.

(三)前項變更或調整收取費用,貴行應至少於生效日60日前公告。

The Bank shall announce the amendment to the aforementioned service charges at least 60 days prior to the effective date.

十四、存戶如有下列情形,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存戶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 depositor, 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 depositor or take other necessary measures.
- 十五、存戶如有依破產法聲請和解、聲請宣告破產、聲請公司重整、經票據交換所通知拒絕往來、 停止營業、清理債務、受強制執行、假扣押、假處分或其他保全處分等情事時,本存款項 下之存、借款均得視為全部到期,存戶並喪失一切期限利益,由貴行依法行使質權或主張 抵銷。

If the depositor is subject to petition for settlement, application for declaration of bankruptcy, reorganization, discredit sanction from a clearing house, suspension of business, liquidation, compulsory execution, provisional attachment, provisional injunction, or any other similar administrative punishment, all the deposit and loan under the account shall be deemed matured. The depositor loses all the rights of the deposit and loan, and the Bank may exercise set-off rights according to relevant laws or regulations.

十六、本約定書準據法,依中華民國法律。因本約定書而涉訟者,以貴行或本存款開戶之分支機 構所在地為履行地,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.

十七、本約定書正本乙式二份,由立約定書人(即存戶)及貴行各執乙份為憑。

This Agreement is made in duplicate and the contractor (i.e. the depositor) and the Bank shall respectively keep a copy of the Agreement.

十八、本約定書未盡事宜,立約定書人同意依<u>中華民國</u>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 <u>R.O.C.</u>. Any supplement or amendment made in writing with agreement by the contractor and the Bank shall be binding upon both parties.

十九、本存款屬存款保險條例規定之標的,受存款保險之保障。

The deposit is an insured subject in the provisions of the Deposit Insurance Act and thus it is protected by deposit insurance.

二十、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 to 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.

二十一、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。

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

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

二十二、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定期性存款約定書,並同意遵守。
The contractor has reviewed the time denosit agreement provided by the Pa

The contractor has reviewed the time deposit agreement 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):

□立約定書人已攜回定期性存款約定書審閱(客戶攜回日期: 年 月 日)。

The contractor took the time deposit agreement 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):

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:					
户籍地址:					
Registered Address:					
通訊地址:□同戶籍地	址□另址:				
Correspondence Address	s: □Same As Regist	ered Address 🗆	Another Address:		
法定代理人/輔助人/意	定代理人簽名處:				
Signature of Statutory A	gent/Curator/Repre	sentative:			
中華	民	國	年	月	日
			Year/	Month/	Day
核對身分或驗印	説明ノ	く員	經辨		核章
(本約定書應依身分言	登號碼或統一編號排	非列,專卷永久信	呆存,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) 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		