

國際金融業務分行開戶及存款總約定書

Offshore Banking Unit General Agreement for Account Opening

致：王道商業銀行

To：O-Bank Co., Ltd.

立約人_____ (下稱「立約人」)就與王道商業銀行(下稱「貴行」)就立約人已或將於貴行開立之帳戶及存款，謹同意如下：

The undersigned _____ (the "Customer"), for and in consideration of the account(s) opened or to be opened and the deposit(s) made or to be made with **O-Bank Co., Ltd.** (the "Bank"), the Customer hereby agrees as follows:

一、定義：(1)「帳戶」係指以立約人之名義(或立約人與第三人聯名之名義)，於 貴行所開立或將開立之外幣活期、定期存款或其他帳戶。(2)「存款」係指以立約人之名義(或立約人與第三人聯名之名義)，以外幣存放於 貴行之款項(包括定期及不定期)及隨時存放於帳戶中之餘額。

一、Definitions：(i) "Accounts" shall mean any foreign currency demand, time deposit or other accounts opened or to be opened with the Bank in the name of the Customer or in the name of the Customer jointly with any other party(ies); (ii) "Deposits" shall mean any funds, in any foreign currencies, deposited in the name of the Customer(or jointly in the name of the Customer and any third party(ies)) with the Bank(whether or not for a fixed term) and the outstanding balance from time to time of the Accounts.

二、付款：(1)地點：貴行就帳戶對立約人或其受讓人、被背書人之付款，應於存款到期日為之，如為活期存款則於立約人請求時為之；付款地點應為 貴行之總行或立約人另行指定其於 貴行之其他帳戶。

(2) 營業日：倘付款日非台北市之銀行營業日(下稱「營業日」)時，應於下一營業日給付。

(3) 稅捐：貴行於現在或將來就任何帳戶或存款之付款所發生之各項稅捐及費用，均應由立約人負擔。立約人同意貴行就其應付予立約人之款項依相關稅法規定扣繳各項稅費。

二、Payment. (i) Place. All payments to be made by the Bank to the Customer or the Customer's assignee or endorsee, as appropriate, with respect to any Account shall be made on the maturity date of the deposit, or for demand deposits, of demand, at the Bank's head office or to an account of the Customer with the Bank as designated by the Customer.

(ii) Business Day. Whenever any payment to be made by the Bank with respect to any Account shall become payable on a day which is not a banking business day in Taipei("Business Day"), such payment shall be made on the next succeeding Business Day.

(iii)Taxes. All taxes, duties, charges, deductions and withholdings with respect to any and all payments made or to be made by the Bank with respect to any Account or Deposit shall be borne by the Customer. The Customer agrees that the Bank may deduct or withhold any and all such sums from any amount payable by the Bank in accordance with relevant tax laws and regulations.

三、利息：每一種存款之利率應依該等存款相關之合約或其他文件中所列利率之規定。倘未列明利率，則依 貴行隨時公告之利率計付之。美金、歐元、日幣及港幣存款之起息點分別為 USD100.00 / EUR100.00 / JPY10,000 / HKD100.00，其他幣別存款則依存款餘額計息。

三、Interest. The interest rate applicable to each Deposit shall be the rate(s) specified in the relevant agreement or other documentation for such Deposit, or if no such rate is so specified, the rate posted by the Bank from time to time. The minimum account balance for interest calculation of USD, EUR, JPY and HKD Deposits shall be USD100.00 / EUR100.00 / JPY10,000 / HKD100.00 respectively, and interest for Deposits of other currencies shall be calculated depending on account balance.

四、對帳單：貴行依其正常作業程序，就各帳戶所寄予立約人之對帳單或其他有關之帳卡，除非立約人於收受此等單據十四日內，以書面通知 貴行任何錯誤外，該等對帳單將視為核對無誤。

四、Account Statement. In the event that the Bank sends to the Customer any account statement or related debit memo with respect to any Account in accordance with the normal practice, said statement and/or debit memo shall serve as the primary record of transactions relating to the Customer's Account unless the Customer notifies the Bank in writing of any error therein within fourteen(14) days of the Customer's receipt of same.

五、抵銷：如存戶與貴行各項往來有違約情事發生時，貴行有權將立約人因各項往來所應償付 貴行之融資、利息、遲延利息、違約金、佣金及費用記入帳戶借方。立約人並授權 貴行得以電話、書面或其他方式通知立約人終止各存款帳戶，而無須經立約人同意，並就立約人之存款主張抵銷，以之償付立約人應付 貴行之各種款項。立約人應依貴行之要求，提供 貴行為依上述約定抵沖存款所需之文件。就為本項約定抵銷之有效行使，立約人並同意於 貴

行行使本項抵銷權時，其對 貴行在相關帳戶下之債權即視為已屆清償期。

五、Set Off. On and any time after the occurrence of an event of default which is related to any transaction whatsoever between the Bank and the Customer, the Bank shall be entitled to debit the accounts whenever necessary for repayment of credits, interest, default interest, penalties, commissions, and charges due to the Bank arising from any transaction whatsoever between the Customer and the Bank. The Customer hereby authorizes the Bank, with the notice to the Customer to terminate the deposit accounts by telephones, written statement or other mechanisms and without the Customer's consents, to set off and apply any and all documents as the Bank may require to carry out the foregoing. For the purpose of a valid setoff against the Customer's deposits of the relevant accounts under this section, the Customer agrees that the Customer's claim against the Bank under the relevant account(s) with the Bank shall be deemed due and payable upon the Bank exercising the right of setoff hereunder.

六、轉讓及設質：非經 貴行事前以書面同意，立約人就存款所為之設質、移轉、讓與，與他人所為之任何約定對 貴行均無拘束力。

六、Transfer and Pledge. No assignment, transfer, negotiation of pledge of and Deposit shall be binding on the Bank unless and until the Bank shall have given its written consent thereto.

七、費用：立約人應將 貴行對存款及有關之交易開銷之費用、服務費、利息及罰金付予 貴行。 貴行得於通知立約人後逕行扣除該等費用、服務費、利息及罰金。

七、Fee and Charges. The Customer shall pay to the Bank such fees, service charges, interest and penalties as the Bank may from time to time charge with respect to the maintenance of any Accounts or Deposits and transactions through of with respect thereto. The Bank may impose or adjust such fees, service chares, interest and penalties upon notice to the Customer.

八、提前解約：法律許可限度下，任何存款及相關合約不得未經 貴行同意於清償期屆滿前解約。若有此等提前解約情事， 貴行得隨時加諸其處罰或其他要求。縱本總約定書或其他相關合約有相反之約定， 貴行得隨時於通知立約人後，終止本總約定書之約定及 貴行與立約人間之各項存款往來關係，且毋須支付任何解約金或賠償，屆時，立約人之各項存款(不論定存或活存)債權即立刻到期。

八、Early Termination. To the Greatest extent permitted by law, neither any deposit nor any contract relating thereto may be terminated prior to the maturity thereof without the consent of the Bank, and in any event any such termination shall be subject to such penalties and other requirements as the Bank may impose from time to time. Notwithstanding anything to the relations with the Customer at any time upon notice to the Customer whereupon all deposits, whether time deposits or current deposits, shall become immediately due and payable to the Customer without penalty.

九、定期存款續存：立約人同意定期存款之續存需於存款到期屆滿後七日內辦理始得以原到期日為起息日。

九、Time Deposit Rollover. The Customer agrees that the value date of the rollover time deposit can be the maturity date of the matured time deposit only when the rollover for the matured time deposit has been done within 7 days after the date of maturity.

十、修改：本總約定書之修改，非經雙方當事人以書面簽署同意，不得為之。

十、Amendment. The Agreement shall not be amended or modified except by written instrument duly signed by the Bank and the Customer.

十一、通知：除本總約定書另有特別規定外，有關本總約定書之聯絡、通訊、請求或通知，應送交立約人者，如由 貴行以傳真、或以書面派人遞送或以普通郵件寄發至立約人簽名處所列之地址，或立約人另行以書面通知 貴行之地址，即視為已依法送達。任何對 貴行之通知，應以書面、傳真為之，並送達 貴行，但於 貴行確實收到後，始生送達效力。

十一、Notices. Unless otherwise specifically provided herein, demand or notice to the Customer shall be deemed duly and properly made or given if made or given by fax, or in writing delivered by hand or mailed by ordinary mail to the Customer at the address indicated after the Customer's signature hereon, or at such other address as the Customer may designate by notice to the Bank in writing. Any notice to the Bank shall be made in writing, or by fax and delivered to the Bank and said to the Bank shall be effective only upon the Bank's actual receipt hereof.

十二、適用法律：本總約定書有關事項應適用中華民國法律之規定，立約人應隨時遵守法令及中央銀行、中華民國銀行公會及其他有關機關所公佈之各項規定。倘因本總約定書訴訟時，應以台北地方法院或其他由 貴行選定之法院為管轄法院。

十二、Governing Law. This Agreement shall be governed by the laws of the Republic of China. The Customer shall abide by all relevant laws and regulations as well as other regulations, rules and orders published from time to time by the Central Bank of China, the Banker's Association of the Republic of China or other appropriate authorities.

The Customer hereby submits irrevocably to the non-exclusive jurisdiction of the Taipei District Court or any courts selected by the Bank in any proceedings relating to this Agreement.

十三、語言：本總約定書得以中文及英文做成。但中文與英文之內容不一致時，以中文為準。
十三、Language. This Agreement be executed in both Chinese and English. In the event of any discrepancy between the Chinese and English texts hereon and thereof, the Chinese version shall govern.

十四、持續有效：本總約定書經立約人簽署後立即生效，且為持續性之合約。
十四、Survival Binding Effect. This Agreement shall become effective upon execution hereof by the Customer and constitute a continuing agreement.

十五、申訴：立約人對貴行提供本存款服務認為有爭議時，得透過下列管道向貴行進行申訴。如有變更，貴行應於營業處所及網站公告。立約人瞭解於本存款服務下之糾紛處理不適用金融消費者保護法之金融消費爭議處理機制。

- 免付費服務專線 080-080-1010。
- 傳真號碼 02-2658-8101。
- 電子信箱：service@o-bank.com。

十五、Complaint. If there is any dispute regarding the deposit services provided by the Bank, the Customer may file a complaint via the below channels. If there is any change for the below channels, the Bank shall announce such change in its business premises and on its official website. The Customer understands that the dispute resolution mechanism for financial consuming disputes stipulated in the Financial Consumer Protection Act shall not be applicable for the disputes arising out of or in connection with the deposit services .

- toll-free phone number : 080-080-1010 .
- Fax number : 02-2658-8101 .
- E-mail address : service@o-bank.com .

十六、境外法人聲明：立約人聲明已遵守相關稅法之申報及繳納稅務義務，另立約人於貴行辦理開戶時，並非經勸誘或非為投資特定商品而轉換為非居住者身分。
簽章：



十六、Declaration of offshore legal entity: The Customer hereby declares that the Customer has complied with the reporting and payment obligations under any relevant and applicable tax laws, and while opening an account with the Bank, the Customer did not switch its identity to non-resident status under inducement or for investment in specific products.

十七、洗錢防制及打擊資恐：

貴行為防制洗錢及打擊資恐之目的，立約人及關聯人（包含但不限於法定代理人、負責人、代表人、被授權人、法人之實質受益人、對法人行使控制權之人）同意貴行得依「洗錢防制法」、「資恐防制法」、「金融機構防制洗錢辦法」及「銀行防制洗錢及打擊資恐注意事項範本」等相關規定，進行以下及其他法定或主管機關要求之措施，立約人明瞭並願承受因不合作所致之損害或不利益。

一、貴行受理開立帳戶程序，得請立約人提供審查所須之資料，若立約人或關聯人拒絕提供、或經審查為受經濟制裁、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，或為我國法務部所公告之制裁名單時，貴行得立即停止業務往來或逕行關戶。

二、貴行於發現立約人及關聯人為受經濟制裁、外國政府或國際洗錢防制組織認定或追查之恐怖分子或團體者，或為我國法務部所公告之制裁名單時，得暫時停止各項交易或業務關係，無須另行通知立約人及關聯人；貴行亦得逕行終止各項服務關係。

三、貴行於定期或不定期審查立約人及關聯人身份作業或認為必要時（包括但不限於：懷疑立約人涉及非法活動、疑似洗錢、資助恐怖主義活動、或媒體報導涉及違法之特殊案件等），得要求立約人於接獲貴行通知後所定時間提

供或更新審查所需之必要個人（含立約人及關聯人）資料或對交易性質與目的或資金來源進行說明，立約人逾期仍不履行者，貴行得暫時停止或終止本約定書所載之各項交易與業務關係。

四、貴行受理立約人辦理匯款業務時，為防制洗錢與打擊資恐，得請立約人提供必要之交易相關資料說明，若立約人拒絕提供時，貴行得拒絕立約人之匯款業務申請。倘經貴行查核受(匯)款人或受(匯)款銀行所在國家，為我國法務部公告、金融監督管理委員會函轉、外國政府或國際組織所列之受經濟制裁名單、恐怖分子、團體、組織或禁匯/運國家時，立約人同意貴行得逕行終止相關交易並調整帳務資料或凍結該筆款項。另立約人經受(匯)款銀行或中間銀行依所在國洗錢防制、防制犯罪及反恐相關法令進行調查或扣押匯款款項時，立約人同意貴行於業務範圍及法令規定之特定目的範圍內，得蒐集、處理、利用或國際傳輸立約人之個人資料及匯款交易資料等。因前述任一事由造成匯款延遲或失敗等情事，立約人同意應自行承擔相關風險，而與貴行無涉。

五、貴行因業務關係於美國設有通匯往來帳戶，為配合美國 Anti-Money Laundry Act of 2020 第 6308 條(Section 6308)之規範，倘經美國財政部或司法部要求提供立約人資料（包括但不限於立約人於 貴行往來所有業務之帳戶紀錄），貴行得配合提供。

十七、Prevention of Money Laundering and terrorism financing:

For the purpose of anti-money laundering and combating the financing of terrorism, the Customer and its related parties (including but not limited to legal representatives, responsible persons, representatives, authorized persons, the substantial beneficiary of the legal person, and the person controlling over the legal person) agree that the Bank may implement the following acts and other measures required by statutory or competent authorities in accordance with the Money Laundering Control Act, Counter-Terrorism Financing Act, Regulations Governing Anti-Money Laundering of Financial Institutions, Template for Guidelines Governing Anti-Money Laundering and Countering Terrorism Financing of Banks, and other relevant regulations; also, the Customer understand and are willing to bear the damage or loss as a result of not being cooperative.

I. The Bank may request the Customer to provide necessary information for review in compliance with the account opening procedure. If the Customer or its related parties refuse to provide the requested information, are under economic sanctions, are terrorists or groups identified or investigated by foreign governments or international anti-money laundering organizations, or are on the sanction list announced by the Ministry of Justice of the Republic of China, the Bank may have the business transactions ceased immediately or bank accounts closed directly.

II. If the Customer or its related parties are under economic sanctions, are terrorists or groups identified or investigated by foreign governments or international anti-money laundering organizations, or on the sanction list announced by the Ministry of Justice of the Republic of China, the Bank may have the business transactions or business relationships ceased temporarily without giving the Customer or related parties notice further. The Bank may also have various service relationships terminated directly.

III. When regularly/occasionally reviewing the identity of the Customer and its related parties, or when it is considered necessary (including but not limited to: suspecting that the Customer are engaging in illegal activities, money laundering, financing terrorism, special illegal activities reported by the media, etc.), the Bank may request the Customer to provide or update the necessary personal data (including the Customer and its related parties) for review, or to explain the purpose of the transaction or the source of funds. The Customer shall provide such data within a certain period upon notice of the Bank. If the Customer fails to perform within the specified period, the Bank may have all transactions and business relationships contained in this agreement suspended or terminated temporarily.

IV. The Bank while processing the Customer's remittance transactions may request the Customer to provide transaction-related information for the purposes of anti-money laundering and combat the financing of terrorism. If the Customer refuses to provide the requested information, the Bank may reject the customer's applications for remittances. If the recipient (remitter), the receiving (remitting) bank, or the country they are located, is found by the Bank to be the one that has been announced by the Ministry of Justice of Taiwan, informed in writing by the Financial Supervisory Commission, listed by a foreign government or an international organization, that are subject to economic sanctions, as terrorists, groups, organization, or banned from foreign exchange/shipping, the Customer agrees that the Bank may have the relevant transactions terminated, the account information adjusted, or the transaction amount frozen. In addition, when the Customer is investigated or the remittance is seized by the accepting (remitting) bank or the intermediary bank in accordance with the anti-money laundering and counter-terrorism financing-related laws and regulations of the governing country, the Customer agrees that the Bank may collect, process, use, or transmit internationally the personal data and remittance transaction data of the covenanter within the business scope and the specific purpose defined by the governing law. For any delay or failure of remittance due to any of the aforementioned events, the Customer agrees to bear the relevant risks without holding the Bank responsible.

V. The Bank with a correspondent account established in the United States due to business operations, shall comply with the provision of Article 6308 (Section 6308) of Anti-Money Laundry Act of 2020. In the event

that the United States Department of the Treasury or the Department of Justice request the Bank to provide the personal data of the Customer (including but not limited to the customer's account records with the Bank), the Bank will provide such data accordingly.

十八、存款保險：立約人瞭解存放於貴行之存款，不受中華民國存款保險之保障，立約人需自行負擔風險。
十八、Deposit Insurance：The Customer understands that all deposits in the Bank are not secured by the deposit insurance of the R.O.C., and the Customer shall bear relevant risks.

立約人：
The undersigned：

(請簽蓋存款立約印鑑)

代表人或法定代理人親簽：
By：

營業或通訊地址 Address：

中華民國 _____ 年 _____ 月 _____ 日
Dated：this _____ day of _____, _____.

主管		對保人	
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