



中國信託銀行
CTBC BANK

Offshore Banking Unit (OBU)
Master Trust Agreement
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國際金融業務分行(OBU)
信託總約定書

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目 錄

1 Agreement on Non-discretionary Money Trust Investments in Domestic and Foreign Securities	02
特定金錢信託投資國內外有價證券信託契約	
2 Terms of Trust through Voice Mail, the Internet, Telephone Service Personnel and Other Means	14
(Applicable to Trust Transactions Conducted by the Settlor)	
電話語音、電腦網路、電話理財服務人員暨其他方式辦理信託之約定條款(適用於委託人所辦理各項信託業務)	
3 Special Provisions	15
特別約定事項	
4 Channels for Customer Complaints	16
客戶申訴處理管道	
5 Notice of Use of Personal Information	16
個人資料運用告知事項	
6 Terms of Value Averaging Investment in Domestic and Foreign Securities	19
定期不定額委託投資國內外有價證券約定條款	
7 Foreign Account Tax Compliance Act	22
美國外國帳戶稅收遵從條款	
	24
8 Guidelines on Anti-money Laundering (“AML”) and Countering of the Financing of Terrorism (“CFT”)	
防制洗錢及打擊資恐注意事項	

OBU Master Trust Agreement

OBU 信託總約定書

1 Agreement on Non-discretionary Money Trust Investments in Domestic and Foreign Securities

特定金錢信託投資國內外有價證券信託契約

The settlor ("Settlor," as named in the signature field of Settlor on the last page of this OBU Master Trust Agreement (this "Agreement")) hereby authorizes CTBC Bank Offshore Banking Unit ("Trustee") to invest in and utilize non-discretionary money trust funds in the Trustee's name as directed by the Settlor. The Parties hereby agree to comply with the terms and relevant provisions as below:

委託人(名稱詳如本 OBU 信託總約定書末頁委託人簽署欄所載)以特定金錢信託資金委託中國信託商業銀行國際金融業務分行(下稱受託人)以受託人名義依委託人之指示投資運用，雙方約定遵守條款及相關規定如後：

1.1 Beneficiary

受益人

- 1.1.1 Unless otherwise agreed, the beneficiary ("Beneficiary") of each trust contemplated by this Agreement ("Trust") is the Settlor and the Settlor is entitled to all trust benefits under the Trust Agreement.
各該信託之受益人除另有約定外為委託人本人，由委託人享有各該信託契約項下全部信託利益。
- 1.1.2 Unless laws and regulations provide otherwise, change of the Beneficiary under the preceding paragraph is subject to the Trustee's consent and shall be made in the manner prescribed by the Trustee.
前項受益人，除法令另有規定外，應得受託人之同意且依受託人之規定方式始得變更之。
- 1.1.3 The Settlor and beneficiary must issue a power of attorney which specify the scope of the representative's authorization, unless the Trustee know the representative have not right to represent.
委託人、受益人得出具授權書載明授權範圍由代理人代辦；但受託人明知或可得而知其無權代理時，不在此限。

1.2 Purposes of trust

信託目的

For purposes of the Trust, the Settlor will place its trust funds in trust with the Trustee for the Trustee to use for the benefit of the Beneficiary according to specific instructions of the Settlor, and the Bank (trust enterprise) will conduct investment transactions with trading counterparts in the Trustee's name on behalf of the Settlor in domestic and foreign securities such as funds, stocks, bonds, and other investment objects, which the Bank is permitted by laws and regulations to invest in through trusts, and will manage and dispose of the trust property.

本信託目的係委託人將其信託資金信託予受託人，由受託人就該信託資金為受益人之利益及依委託人所為具體特定之運用指示，運用信託資金，由本行(信託業)以受託人名義代委託人與交易相對人進行投資於依法令規範得受託投資之國內外基金、股票、債券等有價證券或其他投資標的，並為信託財產之管理及處分。

1.3 Types, names, amounts and values of trust property

信託財產之種類、名稱、數量及價額

- 1.3.1 The types, names, amounts and values of trust funds delivered by the Settlor are as indicated in the CTBC Bank Offshore Banking Unit Directions for Utilization of Trust Funds ("Directions for Utilization," in the form provided or prescribed by the Trustee), Offshore Banking Unit Master Deposit Agreement and Application for Other Services, or in other agreed manner, and as accepted by the Trustee.
委託人所交付信託資金之種類、名稱、數量及價額，應依中國信託商業銀行國際金融業務分行信託運用指示書(以下簡稱「運用指示書」，以受託人所提供或規定之格式為限)、國際金融業務分行存款總約定書暨各項業務申請書或其他約定方式所載，並以經受託人同意收受者為限。
- 1.3.2 The types, names, amounts and values of trust funds under the preceding paragraph shall conform to laws and regulations governing the underwriting by the Trustee of domestic and foreign securities through non-discretionary money trusts and requirements of the Trustee on minimum amounts and the currency etc.
前項信託資金之種類、名稱、數量及價額，應符合受託人辦理特定金錢信託投資國內外有價證券相關法令及受託人有關最低額度、幣別等之規定。

1.4 Period of existence of trust

信託存續期間

The term of the Trust is from the time the Settlor delivers the trust funds to the Trustee in accordance with the Directions for Utilization, Offshore Banking Unit Master Deposit Agreement and Application for Other Services, or in other agreed manner, to the day the Settlor terminates this Agreement in accordance with Article 21 of this Agreement.

本信託之存續期間，係自委託人依運用指示書、國際金融業務分行存款總約定書暨各項業務申請書或其他約定方式所示將信託資金交付予受託人起，至依本 OBU 信託總約定書第二十一條規定終止本 OBU 信託總約定書之日止。

1.5 Management and utilization of trust property

信託財產之管理運用

- 1.5.1 The Trustee has no right to determine the utilization of trust property. Such right is vested in the Settlor.
受託人就本信託財產不具運用決定權，該運用決定權屬於委託人所有。
- 1.5.2 The Settlor may not give directions for use that are against laws and regulations. The Trustee shall manage and dispose of trust property in accordance with the stated purposes of the Trust and the Settlor's directions for use unless the Settlor's directions are in violation of law or inappropriate.
委託人不得為違反法令之運用指示，除委託人之指示違法或不當外，受託人應依信託本旨及委託人之運用指示管理及處分本信託財產。
- 1.5.3 The Trustee has the right to trade, close transactions and remit payments with regard to investment objects as directed by the Settlor and perform other acts in connection with the utilization of trust funds and also dispose of trust property, all in accordance with the stated purposes of the Trust and the Settlor's directions for use. The Trustee is further fully authorized to participate in the exercise of all rights and obligations relevant to investment objects on behalf of the Settlor, including, without limitation, the exercise of voting rights or other rights and interests of shareholders or trust beneficiaries in shareholders' meetings or beneficiaries' meetings. Notwithstanding, where the Trustee has received a notice of beneficiaries' meeting or shareholders' meeting and considers the Settlor's rights and interests to be materially affected, it shall notify the Settlor and compile opinions provided by the Settlor in reply. The Settlor is deemed not to express any opinion if the Trustee does not receive any opinion from it before the day the period for reply expires.
受託人依本信託目的及委託人之運用指示，有權辦理委託人指示投資標之之買賣、交割、結匯及其他與運用本信託資金有關之行為及處分本信託財產，受託人並有全權代委託人參與投資標的本身有關之各項權利義務之行使（包括但不限於出席股東會或基金受益人大會行使表決權或其他股東或基金受益人權益之行使）。但如受託人接獲受益人會議、股東會通知，且經其認定對委託人權益有重大影響時，應通知委託人，並彙整委託人回覆之意見，如受託人於回覆期限屆至日前仍未收到委託人之意見，則視為委託人不表示意見。
- 1.5.4 **The Settlor/Beneficiary and the Trustee shall jointly comply with the prospectus of, and relevant requirements and laws and regulations applicable to, the Trust or the investment and utilization object under this Agreement. If the utilization object is a fund, the Parties shall also comply with the investment requirements of the fund manager, including (1) market timing and short-term trading requirements (the time and frequency to be determined by the fund company; the fund company may charge a higher repurchase fee or reject any trading which it deems to be short-term trading), (2) requirements on the price, time, way, calculation of the net value, distribution of proceeds and cost allocation of subscription, redemption and conversion, and (3) other requirements governing fund operation.**
委託人/受益人與受託人應共同遵守本項信託業務或投資運用標的公開說明書、相關規定及其適用之法令。如該運用標的為基金時，其基金經理公司所訂之投資相關規定包括(一)擇時交易或短線交易之規定(時間或頻率依基金公司認定；基金公司可能收取較高的買回手續費，或拒絕任何其所認定之短線交易)、(二)申購、贖回、轉換等之價格、時間、方式、淨值計算、收益分配、費用負擔及(三)其他有關基金營運上之相關事宜等，雙方亦應遵守。
- 1.5.5 Where the Trustee receives notice of capital increase or decrease, liquidation, change (including change of name, currency, method of appraisal, investment amount etc.), merger, dissolution, suspension of trading or closing, difficulty in liquidation or operation, or other compelling factor concerning the investment object, or is prevented by legal restrictions or requirements of the issuer (including restrictions on the user, where the revocation due to the failure to reach the legally required minimum offering amount, where the legally required maximum offering amount is exceeded, or other legally required factor warranting a ban on investment) from utilizing the utilization object, the Settlor/Beneficiary agrees to handle the relevant matters or terminate the utilization and to assume all gains and losses, taxes, costs or obligations arising therefrom.
倘受託人接獲運用標的有關增(減)資、清算、變更(包括名稱、計價類別、計價方式、投資數額等)、合併、解散、暫停交易或暫停交割、清算、營運困難、或其他不得已事由等通知時，或運用標的因法令限制或其發行機構之規定(包括運用對象限制、未達法定最低募集規模而被撤銷、已逾法定最高募集規模或其他法定禁止投資事由等)，致受託人不能為運用時，委託人/受益人同意配合辦理相關事務或終止該項運用，其所生之一切損益、稅捐、費用或負擔之債務概由委託人/受益人承受之。
- 1.5.6 The Settlor/Beneficiary may not claim interest from the Trustee until the trust funds are paid by the Trustee to the account designated by the trading counterpart or returned and delivered to the Settlor/Beneficiary upon rescission or termination of this Agreement or upon liquidation and delivery back to the Settlor/Beneficiary of the investment object.
受託人就信託資金於撥付投資標的交易對象所指定帳戶前，或於解除、終止本 OBU 信託總約定書或投資標的清算並返還交付予委託人/受益人之期間，委託人/受益人不得向受託人要求給付利息。

1.6 Directions for the utilization of trust funds, amendment and change

信託資金運用、變更及異動之指示

Directions from the Settlor for change in the utilization, investment amount, investment object, debit account, the Settlor's personal information and specimen seal impression, and other items etc. shall be made in the

manner prescribed by the Trustee (including using Directions for Utilization, by telephone, via the Internet, or in other manner provided by the agreed trust terms), and shall take effect only after the procedure of change is duly completed with the Trustee, which completion shall be no later than one banking day prior to the day specified for debiting.

委託人就信託資金之運用、投資數額、投資標的、扣款帳戶、委託人之個人登錄資料、留存印鑑及其他項目之異動等指示，應以受託人規定之方式（包括運用指示書或依電話語音、電腦網路暨其他方式辦理信託約定條款所定之方式）為之，且至遲應於指定投資扣款日之一個金融機構營業日前，向受託人辦妥異動變更手續後始為生效。

1.7 Receipt and payment of trust fund and fees

信託資金及費用之收付

1.7.1 Trust funds delivered by the Settlor shall be in the foreign currency mandated by the investment or utilization object or acceptable to the Trustee, and the principal of and proceeds from the trust shall be in the same currency as the trust fund delivered by the Settlor or as designated by the Trustee, unless laws and regulations provide otherwise.

委託人所交付之信託資金，應以投資或運用標的所規定或經受託人同意接受之外幣為之；又，就信託本金及收益之返還，應與委託人所交付信託資金為同一種幣別或受託人所指定之幣別者為之。但法令另有規定者，不在此限。

1.7.2 The Settlor agrees to fully authorize the Trustee to handle currency exchange and engage in exchange transactions with the banking unit of the Trustee where the currency for receipts and payments as agreed to by the Trustee or prescribed by laws and regulations differs from that mandated by the investment object.

受託人所同意收付之幣別或法令所規定收付之幣別與投資標的所規定之幣別不同時，其不同幣別間之匯兌交易，委託人同意授權由受託人全權處理，並同意得與受託人銀行業務部門從事幣別兌換交易行為。

1.7.3 The Settlor shall designate its OBU foreign currency current account with the Trustee ("Settlor's OBU Account") as the account for receiving and paying trust funds and relevant fees.

委託人應指定其本人設於受託人處之 OBU 外幣活期存款帳戶（以下稱委託人 OBU 存款帳戶），供作信託資金及相關費用之收付。

1.7.4 Application of the above provisions is subject to consent of the Trustee.

前述各項規定均應經受託人之同意始得適用。

1.8 Allocation of investment proceeds

投資收益分配

The Trustee will, on the record date for allocation, calculate and distribute to the Settlor/Beneficiary investment proceeds and yield allocable from the investment object in proportion to the rights and interests of the Settlor/Beneficiary in the trust property. The Settlor/Beneficiary agrees the Trustee may roll over the proceeds in whole into the trust property for further investment and utilization in the same investment object instead of distributing and delivering in kind or cash, unless the investment object in nature may not be further invested in, the amount of further investment does not conform to the minimum investment amount of the investment object required, or the Trustee otherwise agrees to distribute the proceeds (in which case the Trustee will directly transfer the proceeds to the Settlor's account with the business unit of the Trustee's bank as designated by the Settlor).

因投資標的而受分配之投資收益及孳息，受託人依分配基準日按委託人/受益人所得享有之信託財產權益比例計算分配予委託人/受益人；委託人/受益人同意受託人得將該收益部分全數滾入信託財產內，再投資運用於相同之投資標的，而不以實物或現金分配交付。惟該投資標的若性質上不得再投資，或再投資之數額不符合該投資標的之最低投資限度規定，或另經受託人同意分配時，不在此限（受託人將逕轉入委託人指定其於受託人銀行業務部門處開立之帳戶）。

1.9 Sale or redemption of investment objects

投資標的之賣出或贖回

1.9.1 The Settlor may instruct the Trustee using Directions for Utilization (or in other manner agreed between the Parties) to sell and dispose, or apply to the domestic or foreign issuer for redemption, of investment objects in whole or in part, within a reasonable period.

委託人得以運用指示書（或依雙方當事人其他約定之方式），指示受託人就信託財產投資標的之一部或全部，於合理期間內辦理出售處分或向國內外發行機構申請贖回。

1.9.2 If the Trustee applies to the domestic or foreign issuer for redemption, it shall credit the remitted amount upon receipt, less the trust management fee and other relevant fees, to the Settlor/Beneficiary. Where in the Trustee's sale and disposal, or redemption, of all of the units held of the investment object as directed by the Settlor, there are assets or units left unsold as deriving from the investment object designated for disposal or redemption or the amount or number of units of the investment object instructed to be sold and disposed of, or redeemed, falls short of the minimum standard for sale and disposal, or redemption, required of the investment object, the Trustee may, without notice to the Settlor, directly apply for sale or redemption upon receipt of notice of derivative assets from the domestic or foreign issuer or upon the amount or number of units of the above-mentioned investment object together with other investment objects which the Settlor contemplates selling or redeeming reaching the above minimum standard. Upon receipt of the remitted amount after its sale or redemption, the Trustee will credit such amount less the relevant fees to the account for inbound remittance as agreed between the Settlor/Beneficiary and the Trustee. The Settlor agrees the Trustee may directly deposit the above-mentioned remitted amount to

the deposit account for transactions between the Settlor and the Trustee if the remitted amount cannot be credited to the agreed account for inbound remittance.

受託人向國內外發行機構申請贖回後，應於接獲匯入款項並扣除信託管理費及其他有關費用後返還委託人/受益人。委託人指示就其信託投資標的之持有單位數為全數出售處分或贖回者，受託人依指示執行時，若有因原指定處分或贖回之投資標的所衍生而尚有未完成賣出之資產或單位數或因指示出售處分或贖回之投資標的金額或單位數不足投資標的本身規定最低出售處分或贖回基準時，受託人得不再另行通知委託人，而於接獲國內外發行機構有關衍生資產之通知後，或於受託人合計其他委託人擬出售或贖回之投資標的及單位數已達上述最低基準時，逕行申請賣出或贖回，並於接獲匯入款項扣除相關費用後返還委託人/受益人與受託人約定之入款帳戶。然若無法將款項返還於約定之入款帳戶時，委託人同意受託人得逕將款項匯入委託人與受託人之往來存款帳戶中。

- 1.9.3 The Settlor/Beneficiary agrees unconditionally that the Trustee may directly handle all relevant matters if compulsory redemption or sale of the investment object is mandated by requirements governing domestic and foreign funds or due to other requirements or factors. Should redemption become compulsory due to liquidation of the investment object, the Settlor/Beneficiary agrees unconditionally that the Trustee may directly deposit the remitted amount upon receipt, less the trust management fee and other relevant fees, to the account for inbound remittance as agreed between the Settlor/Beneficiary and the Trustee. The Settlor agrees the Trustee may directly deposit the above-mentioned remitted amount to the deposit account for transactions between the Settlor and the Trustee if the remitted amount cannot be credited to the agreed account for inbound remittance.

投資標的因國內外基金之相關規定或其他規定、事由而強制贖回、賣出結清時，委託人/受益人無條件同意受託人逕行辦理相關事宜。其中如因投資標的遭清算而有強制贖回情事時，委託人/受益人無條件同意受託人於接獲匯入款項並扣除信託管理費及其他有關費用後逕行匯入委託人/受益人與受託人約定之入款帳戶。然若無法將款項返還於約定之入款帳戶時，委託人同意受託人得逕將款項匯入委託人與受託人之往來存款帳戶中。

- 1.9.4 If, due to conversion or currency change of the investment object, the Trustee's application for sale or redemption results in another currency of the redemption or disposal price, the Settlor/Beneficiary agrees the Trustee may directly open, in the account in the same foreign currency of the Settlor opened with the banking unit of the Trustee, a transaction account in the same currency for the inbound remittance mentioned above.

因投資標的之轉換或計價幣別之變更，於委託人申請賣出或贖回所產生另一幣別贖回或處分價金款項時，委託人/受益人同意受託人得將該款項逕行於委託人原於受託人之銀行業務部門處所開立之同一外幣帳戶中另行開設該幣別相關交易帳戶，以作為該款項匯入之用。

- 1.9.5 The aggregate book value of the trust will be deducted in proportion to the units of the investment object redeemed or sold by the Trustee in the event of partial redemption or sale. If the original value averaging investment invest part of the applicable discount program, the after debit still be made by the agreement between the Settlor and CTBC.

委託人辦理投資標的部分贖回或賣出者，其帳上累計之信託金額悉按其所贖回或賣出之單位比例扣減。如原以定期（不）定額方式投資部分及所適用之折扣方案仍依委託人扣款設定當時與本行之約定辦理。

- 1.9.6 In the event the Settlor instructs the Trustee to make full redemption on investments, any undistributed units/shares or any units/shares formed by the original value averaging investment will be redeemed respectively upon units distribution. If the Settlor of the original averaging value investment instructs full redemption, the Settlor agree to close the instructed accounts and stop instructed debit mechanism on the instructed date, and the applicable discount program of investment object will be terminated before close the instructed accounts. If the Settlor would like to continue the debit mechanism on the same investment, the Settlor would need to re-set the debit mechanism instruction.

如委託人指示將投資標的指示全部贖回者，則受託人對於已扣款而尚未分配之單位(股)數或原有資產所衍生之單位(股)數，將於分配後一併進行贖回。如原以定期（不）定額方式投資持有之委託人選擇全部贖回時，則視為委託人指示將此以定期(不)定額方式投資標的帳戶全部結清且於指示生效日起停止扣款；此標的帳戶於結清前適用之折扣方案亦將終止。若委託人欲就同一投資標的繼續扣款投資，請委託人重新申購。

1.10 Conversion of investment objects 投資標的轉換

- 1.10.1 The Settlor may apply for conversion where the investment object is a fund. Fund conversion is subject to consent of the Trustee and limited to other funds which are issued by the same fund manager and whose conversion is publicly entertained by the business establishment of the Trustee.

投資標的為基金時，委託人得申請基金之轉換。基金之轉換以經受託人同意，並以轉換同一基金管理公司所發行且已在受託人營業處所公開受理轉換之其他基金為限。

- 1.10.2 In the event of partial conversion of an investment object is a fund. Fund conversion is subject to consent of the Trustee and limited other funds which are issued by the same fund manager and whose conversion is publicly entertained by the business establishment of the Trustee. If the debit of the original value averaging investment set by Settlor, during the conversion, the applicable discount program of the original object and the new object should in accordance with the agreement between the Settlor and CTBC.

委託人辦理投資標的之部分轉換時，該投資標的之信託金額按其所轉換比例扣減之，並以該扣減之金額作為轉換新投資標的之信託資金。如原以定期（不）定額投資部分依委託人扣款設定辦理，原轉出標的

及轉入新標的，所適用之折扣方案須依轉換當時委託人與本行約定內容為準。

1.10.3 In the event the Settlor instructs the Trustee to make full conversion on investment, any undistributed units/shares or any units/shares formed by the original value averaging investment will be converted respectively upon units distribution. If the Settlor of the original averaging value investment instructs full conversion, the Settlor agree to close the instructed accounts and stop instructed debit mechanism on the instructed date ; and the applicable discount program of investment object will be terminated before close the instructed accounts. During the conversion, the applicable discount program of the new object should in accordance with the agreement between the Settlor and CTBC.

委託人如將投資標的指示全部轉換者，則受託人對於已扣款而尚未分配之單位(股)數或原有資產所衍生之單位(股)數，將於分配後一併進行轉換。如原以定期(不)定額方式投資持有之委託人選擇全部轉換時，則視為委託人指示將此以定期(不)定額方式投資標的帳戶全部結清且於指示生效日起停止扣款；此標的信託帳戶若有適用之折扣方案亦將一併終止，轉入新標的所適用之折扣方案須依轉申購或轉換當時委託人與受託人約定內容為準。

1.11 Allocation of investment units

投資單位數分配

Fractional units of the same fund or other investment object purchased by the Trustee that are indivisible in calculation will be allocated to the Settlor according to the Trustee's operating guidelines or conventional practice, to which the Settlor/Beneficiary may raise no objection. The above allocation rules also apply to allocation of redemption proceeds.

受託人就所購得之同一基金或其他投資標的之單位數於分配予各委託人之過程中，若有因計算無法除盡之剩餘單位數時，悉依受託人作業處理準則或慣例分配之，委託人/受益人不得異議。前述分配作業之規定，於贖回款項分配之情形，亦同。

1.12 Exchange rate

匯率計算

1.12.1 Different currencies of trust funds will be exchanged at the buying rate or selling rate actually applied by the Trustee within the reasonable exchange period.

信託資金不同幣別之兌換，悉依受託人於合理處理期間內實際辦理買匯或賣匯之匯率為準計算。

1.12.2 Different currencies involved in fund conversion will be exchanged at the rate indicated in the operating rules of the fund manager.

基金轉換時其不同幣別間之兌換，係以基金管理公司之作業規則所訂匯率為準。

1.12.3 The exchange rate risk arising out of the exchange of trust fund currencies is borne by the Settlor/Beneficiary.

信託資金因兌換所生之匯率風險悉由委託人/受益人負擔。

1.13 No assignment and pledge of rights

權利轉讓及設質之禁止

The Settlor/Beneficiary may not assign or pledge any rights or obligations arising out of the trust agreement to a third person.

委託人/受益人因各該信託契約所生權利義務，不得轉讓或設質予第三人。

1.14 Assumption and advance notice of investment risk

投資風險承擔及預告

1.14.1 Investments in funds (including fixed income funds) are not protected by the Deposit Insurance Act, Taiwan Insurance Guaranty Fund or other relevant protection mechanisms. Fund investments entail inherent risk, which may result in total loss of the principal of the trust.

基金(包括具有定期配息之基金)投資非屬存款保險條例、保險安定基金或其他相關保障機制之保障範圍，且基金投資具投資風險，此一風險可能使信託本金發生全部虧損。

1.14.2 Funds are not deposits. The Settlor is solely responsible for its profits and losses. The Bank does not guarantee the principal of or interest in the investments it is engaged to make. In addition to the duty of care of a good administrator, the Settlor will also assume all possible investment risks such as loss of principal, exchange rate loss, or dissolution liquidation or transfer of funds

基金並非存款，委託人須自負盈虧，本行受託投資不保本不保息，除盡善良管理人注意義務外，投資所可能產生的本金虧損、匯率損失、或基金解散、清算、移轉、合併等風險，均由委託人承擔。

1.14.3 Funds in which the Bank is engaged to invest are all effective with the approval or consent of the Financial Supervisory Commission (except for non-registered funds that are exclusively offered for OBU Settlor), but this does not mean they are absolutely risk free. Track records of fund managers are not guarantee of minimum returns on investment in funds. Notwithstanding the duty of care they assume, fund managers are not responsible for profits and losses of funds, nor do they guarantee minimum returns. The Settlor shall read the prospectus of the fund carefully before subscription

本行受託投資之基金經金管會核准或同意生效(除專屬 OBU 投資人之未核備基金外)，惟不表示絕無風險。基金經理公司以往之經理績效不保證基金之最低投資收益；基金經理公司除盡善良管理人之注意義務外，不負責基金之盈虧，亦不保證最低之收益，委託人申購前應詳閱基金公開說明書。

1.14.4 The risk disclosure statement and prospectus of each fund shall be carefully read and proper financial planning and risk assessment made before investment. The prospectus (or its Chinese translation) or investor brochure of each fund the Bank is engaged to invest in [costs of the fund (including distribution costs of offshore funds) are also disclosed in the above-mentioned documents] is available to the Settlor at

the place of business of the Bank, Market Observation Post System (<http://mops.twse.com.tw>), observation post system for offshore funds (<http://www.fundclear.com.tw>) or the website of this Bank (www.ctbcbank.com).

投資前應詳閱風險預告及各該基金公開說明書，確實作好財務規劃與風險評估。本行受託投資之基金已備有公開說明書(或其中譯本)或投資人須知【前述文件併揭露有關基金應負擔之費用(境外基金含分銷費用)】，委託人可至本行營業處所索取或至公開資訊觀測站(<http://mops.twse.com.tw>)、境外基金資訊觀測站(<http://www.fundclear.com.tw>)或本行網站 (www.ctbcbank.com)下載。

- 1.14.5 To protect the rights and interests of existing investors, some offshore funds have a swing pricing policy and fair market value policy in place. Investors shall read the prospectus and investor brochure of the fund carefully before subscription.

為保護既有投資人之權益，部分境外基金設有價格稀釋調整機制及公平市價規定，投資人申購前應詳閱基金公開說明書及投資人須知。

- 1.14.6 The Settlor understands and agrees that compensations, fees, allowances and other benefits received by the Trustee from trading counterparts in transactions concerning non-discretionary money trusts and non-discretionary trust investments in negotiable securities may be treated as trust compensation of the Trustee

委託人瞭解並同意受託人辦理特定金錢信託業務或特定有價證券信託業務之相關交易時，自交易相對人取得之報酬、費用、折讓等各項利益，得作為受託人收取之信託報酬。

- 1.14.7 The Bank will continue to be paid a share of management fee as compensation while the Settlor holds the funds. For an update on the rates of the trust management fee and the share rates or other distribution remuneration, the Settlor may visit the Bank website (www.ctbcbank.com): personal banking>fund>announcement and disclosure>disclosure of distributor fees.

委託人在持有基金期間，本行仍持續收受經理費分成報酬，另委託人可至本行網站 (www.ctbcbank.com)，路徑為個人金融>基金>公告與揭露事項>銷售機構基金通路報酬揭露，查詢基金經理費率及其分成費率或其他通路報酬之最新變動情形。

- 1.14.8 In the event of redemption of back-end loads funds, the fund company will charge a contingent deferred sales charge at different rates depending on the length of time the fund is held and will deduct such fee from the total redemption amount. The annual distribution fee to be charged by the fund company is approximately 0%~1.06% of the average assets (such fee varies among different fund companies. Please refer to Special Provisions of Back-end Loads Funds). The Settlor is not required to pay the distribution fee separately as it is already reflected in the fund's daily net value

後收型基金在贖回時，基金公司將依持有期間長短收取不同比率之遞延申購手續費，該費用將自贖回總額中扣除；另基金公司可能需收取的分銷費用年率約為平均資產之0%~1.06%（此費用依各基金公司而有不同，請參考本行後收型基金投資費用暨特約事項），該費用已反映於每日基金淨值中，委託人無需額外支付。

- 1.14.9 The fund company or the Bank may refuse to entertain applications for conversion or subscription and may claim a certain percentage of redemption fee or other related expenses if the fund company deems a transaction of the Settlor to be short-term trading. The fee schedule is as prescribed by each fund company

委託人之交易如經基金公司認定為短線交易者，基金公司或本行可拒絕受理申請轉換或申購要求，並可請求支付一定比例之贖回費用或其他相關費用，費用標準均依各該基金公司之規定。

- 1.14.10 Investment performance varies by the point in time the Settlor makes the investment. Past performances do not guarantee future performances, nor are dividend yields representative of fund returns or past dividend yields representative of future dividend yields. The net value of a fund may fluctuate due to market conditions. Investments in emerging markets are subject to the risk of greater price fluctuation and lower liquidity. The Settlor shall choose investment objects with discretion.

委託人因不同時間進場，將有不同之投資績效，過去之績效亦不代表未來績效之保證。基金配息率不代表基金報酬率，且過去配息率不代表未來配息率；基金淨值可能因市場因素而上下波動。又投資新興市場可能比投資已開發國家有較大的價格波動及流動性較低的風險，委託人應慎選投資標的。

- 1.14.11 Some funds may hold derivative positions reaching 100% of the net asset value of the fund, which may result in high fluctuation in its net value and other risks

部分基金可能持有衍生性商品部位，可能達基金淨資產價值之100%，可能造成基金淨值高度波動及衍生其他風險。

- 1.14.12 Fund dividends may be paid from returns or the principal of the fund. Any payment out of the principal may reduce the initial investment amount. In certain funds, fees payable may not have been deducted prior to distribution of dividends. For information on the payment of dividends out of the principal, investors may visit the website of the securities investment trust enterprise or general agent.

基金的配息可能由基金的收益或本金中支付。任何涉及由本金支出的部份，可能導致原始投資金額減損；且部分基金配息前未先扣除應負擔之費用。由本金支付配息之相關資料，投資人可至證券投資信託事業或總代理人之公司網站查詢。

- 1.14.13 High yield bond funds (primarily non-investment grade high-risk bonds whose dividends may be paid from the principal) (same as portfolio funds whose main feature is investment in the above-mentioned funds) are suitable for “non-conservative” Settlers that are able to bear relatively high risk and preferably do not account for too large a share of the portfolio. As high yield bonds either fall below

investment grade in terms of their credit rating or have no credit rating at all and are extremely sensitive to changes in interest rates, they may suffer from losses due to rising rates, reduced market liquidity or the issuer's default on principal or interest payment or bankruptcy and are not suitable for Settlers who are unable to take the relevant risk. In the event of offering by a domestic investment trust institution, it may invest in bonds for private placement that conform to Rule 144A of the U.S. Although the total investment amount may not exceed 30% of the net asset value of the fund, investors shall assess the various risks of the bonds with care, such as credit risk of the issuer, interest risk, liquidity risk, risk concerning trading counterparts, and fluctuation risk due to incomplete financial disclosure or lack of price transparency. In the event of IPO (Initial Public Offering) of bond funds, balanced funds, REIT (Real Estate Investment Trust) funds by a domestic investment trust institution, or any IPO that consists with investments in the emerging markets bonds for over 60% of the net asset value, or fund that may invest in bonds for private placement that conform to Rule 144A of the U.S., the Settlor should keep in mind of associated risks.

高收益債券基金（本類基金主要係投資於非投資等級之高風險債券且配息來源可能為本金）（主要特色係投資前揭基金之組合基金亦同），適合能承受較高風險之「非保守型」委託人且不宜占投資組合過高的比重。由於高收益債券之信用評等未達投資等級或未經信用評等，且對利率變動的敏感度甚高，可能會因利率上升、市場流動性下降，或債券發行機構違約不支付本金、利息或破產而蒙受虧損，不適合無法承擔相關風險之委託人；又如係本國投信機構募集者，則可能投資於符合美國 Rule 144A 規定具有私募性質之債券，雖其投資總金額不得超過基金淨資產價值之百分之三十，然該債券具有債券發行人違約之信用風險、利率風險、流動性風險、交易對手風險及因財務訊息揭露不完整或因價格不透明導致波動性較大之風險，投資人應審慎評估；另證券投資信託事業募集之債券型基金、平衡型基金、不動產證券化基金或募集之基金投資新興市場國家債券基金淨資產價值之百分之六十以上者，或有可能投資美國 Rule 144A 規定具有私募性質之債券，亦應留意相關風險。

1.14.14 Investments in Chinese funds are governed by R.O.C. laws and regulations, and such investments shall still conform to the trust deeds, prospectuses, Regulations Governing Securities Investment Trust Funds and other applicable requirements and are subject to QFII limits of the fund companies thus are not necessarily total investments in Chinese negotiable securities. Investors must also pay attention to possible investment risks that may result from changes in government policies, laws and regulations, the accounting and tax regime, economy and market etc. of China

投資於中國之基金應依中華民國相關法令之規定，且應符合信託契約、公開說明書、證券投資信託基金管理辦法等相關規定及受到基金公司 QFII 額度之限制，故亦非一定完全投資於大陸地區有價證券。又投資人亦須留意中國市場政府政策、法令、會計稅務制度、經濟與市場等變動所可能產生之投資風險。

1.14.15 Mutual Funds based on [Fund Risk Remuneration Grand Classification Criteria] to set out the disclosure of risk remuneration grand in the prospectus or investor brochure. However, the criteria is not mandatory. CTBC has own product and client's risk rating to measure the product's suitability. And it might be different from the former.

各基金於公開（含簡式）說明書或投資人須知揭露之風險報酬等級，係依據投信投顧公會「基金風險報酬等級分類標準」而訂定，然該標準並非強制規定，本行係自行建構產品及客戶風險等級衡量方法以辦理商品適合度事宜，其可能與前者等級有所不同。

1.14.16 Onshore funds and offshore funds disclose currency risk in the prospectus or investor brochure, and offshore dominated in foreign currencies (including hedging level). If the customary currency of the investor (the currency of holding or trading frequently) is NT, the investor need to bear the currency risk may arise when the income distribution and redemption price got converted back to NT. In other words, at the time of the conversion of NT, foreign currency exchange rates compared to the original investment is appreciating, investors will bear the exchange loss.

境內外基金於公開說明書或投資人須知可能揭露貨幣風險，境外基金係以外幣計價（含避險級別），投資人之慣用貨幣（持有或常用作交易之貨幣）如是新臺幣，則須承擔取得收益分配或買回價金時轉換回新臺幣可能產生之匯率風險，亦即轉換當時之新臺幣兌換外幣匯率相較於原始投資日之匯率升值時，投資人將承受匯兌損失。

Notice of transaction between trust enterprises and interested parties (applicable where the investment object is a fund which is issued or for which agency services are offered by CTBC Investments Co., Ltd.):

信託業利害關係人交易告知事項(投資標的為中國信託投信發行或代理之基金時適用)：

The Bank (Trustee) hereby notifies the Settlor and Beneficiary of the following: According to Article 7 of the Trust Enterprise Act, CTBC Investments Co., Ltd. ("CTBC Investments Co.") is an interested party of the Bank. Investment by the Settlor in (including subscription for, conversion of, redemption for and resubscription for) securities investment trust funds issued by CTBC Investments Co. or offshore funds for which CTBC Investments Co. acts as general agent where the Trustee is not entitled to determine the utilization of the trust property is deemed transaction with an interested party under Subparagraph 1, Paragraph 1, Article 25 and Subparagraph 3, Paragraph 1, Article 27 of the Trust Enterprise Act, provided transactions between the Bank and the Settlor are deemed the unrestricted interested parties' transactions under Paragraph 2, Article 25 and Paragraph 2, Article 27 of the same act since the Bank has no right to determine the utilization of the Settlor's trust property.

本行(受託人)謹告知委託人、受益人下述情事：依信託業法第 7 條，中國信託證券投資信託股份有限公司（下稱

中國信託投信)為本行之利害關係人,委託人以受託人對信託財產不具運用決定權之信託方式投資(包括但不限於申購、轉換、贖回、轉申購)中國信託投信所發行之證券投資信託基金或由中國信託投信擔任總代理人之境外基金,均屬「信託業法」第25條第1項第1款及第27條第1項第3款所述利害關係人交易之情形,惟因本行對委託人之信託財產不具運用決定權,故依同法第25條第2項及第27條第2項規定係屬不受限制之利害關係人交易。

This risk disclosure statement offers a mere outline of the risks involved without elaborating on each of the risks in fund investments and factors that may affect the market. The Settlor/Beneficiary must read carefully this statement as well the prospectus and investor brochure of each fund and the investment guidelines of the Bank (downloadable from the Bank website) before investment, stay alert to other possible factors that may impact the investment and conduct proper financial planning and risk assessment to avoid insurmountable losses from hasty investment

本風險預告書之預告事項僅列舉大端,對於所有基金投資之風險及影響市場行情之因素無法一一詳述,委託人/受益人於投資前除須對本風險預告書詳加研讀外,尚應審慎詳讀各基金公開說明書、投資人須知及本行投資須知(請至本行網站下載),對其他可能之影響因素亦有所警覺,並確實作好財務規劃與風險評估,以免因貿然投資而遭到難以承受之損失。

1.15 Responsibilities of the Trustee

受託人之責任

1.15.1 The Trustee shall manage and utilize trust property with the care of a good administrator and assume fiduciary duties in accordance with the Trust Act, Trust Enterprise Act, this Agreement, and banking practices and laws and regulations applicable to the investment object

受託人應依信託法、信託業法、本契約、投資標的相關法令及相關金融慣例,並以善良管理人之注意義務管理運用信託財產,並負忠實義務。

1.15.2 The Trustee may engage a third person to handle trust affairs, provided the Trustee is merely responsible for appointing, and supervising the performance of duties by, the third person. Costs arising therefrom will be borne by the trust property.

受託人得委任第三人代為處理信託事務,惟受託人僅就該第三人之選任與監督其職務之執行負其責任,且因此所生費用概由信託財產負擔。

1.15.3 **The Trustee/Beneficiary agrees the Trustee may perform the following acts with trust property:**

委託人/受益人同意受託人得以信託財產為下列行為:

1.15.3.1 **Purchase securities or notes brokered by its banking department.**

以信託財產購買其銀行業務部門經紀之有價證券或票券。

1.15.3.2 **Deposit the trust property with its banking department or that of an interested party as a deposit, or engage in foreign exchange transactions with its banking department.**

以信託財產存放於其銀行業務部門或其利害關係人處作為存款或與其銀行業務部門為外匯相關之交易。

1.15.3.3 **Engage in transactions with itself or an interested party other than transactions specified in Paragraph 1, Article 25 of the Trust Enterprise Act.**

以信託財產與其本身或其利害關係人為信託業法第二十五條第一項以外之其他交易。

1.15.3.4 **Purchase securities or notes issued or underwritten by itself or an interested party.**

購買本身或其利害關係人發行或承銷之有價證券或票券。

1.15.3.5 **Purchase properties of itself or an interested party.**

購買本身或其利害關係人之財產。

1.15.3.6 **Sell the trust property to itself or an interested party.**

讓售與本身或其利害關係人。

1.15.3.7 **Other transactions of interested parties as regulated by the competent authority.**

其他經主管機關規定之利害關係人交易行為。

However, Subparagraphs (4) to (6) do not apply to bonds issued by the government

但政府發行之債券,不受第(四)至(六)款規定之限制。

1.15.4 The Trustee is not responsible for losses arising out of closing, changes in exchange rates and interest rates, or other market factors and risks in connection with its utilization of trust property in any domestic or foreign investment object or losses caused by the action or inaction of operators of investment objects such as issuers and fund managers, or related institutions such as domestic and foreign custodians, agents, investment consultants, securities firms, authentication institutions, accountants and lawyers etc

受託人運用信託財產於任何國內外之投資標的,因辦理交割、匯率、利率變動、或其他市場環境因素、風險而生之一切損失;或因投資標的經營者如發行機構、基金經理公司等,或其相關機構如國內外保管機構、代理機構、投資顧問、證券商、簽證機構、會計師、律師等之一切作為或不作為所致之損失,受託人不負任何責任。

1.15.5 The Trustee is not responsible for the loss, expiration or freezing etc. of trust property caused by an act of God; change of circumstances; war; riot; attachment, expropriation, confiscation, damage or other acts by a foreign government, jurisdictional agency or political organization; change, interpretation or application of laws and regulations of the country where the trust property is located; or other factors of force majeure that are not attributable to the Trustee or are beyond its control.

對於因天災、事變、戰爭、暴動或外國政府、權力機構或政治團體之扣押、徵收、沒收、毀損或其他行

為，信託財產所在地國法令變更、解釋、適用或其他不可歸責於受託人或非受託人所能控制之不可抗力之事由所致信託財產之損失、滅失或凍結等，受託人不負任何責任。

- 1.15.6** Where the trust property or beneficiary rights are enforced (including preserved or conclusively enforced) by court or other authority, the Trustee may directly attach said property or rights in whole or in part or sell said rights for consideration according to an order of court or other authority, and deliver or transfer the same to court, other authority or the creditor, or have the same received by the creditor, according to the enforcement order of court or other authority, to which the Beneficiary may raise no objection.

信託財產或信託受益權如遭法院或其他機關強制執行(包括保全或終局執行)，受託人得逕將信託財產或信託受益權為部分或全部之扣押或依法院、其他機關之命令將信託受益權予以換價，並配合法院或其他機關之執行命令解送或移轉給法院，其他機關或債權人，或由債權人收取，委託人、受益人均不得異議。

1.16 Account processing and reporting

帳務處理及報告

- 1.16.1 The Trustee shall create separate books for its trust funds, assets received from its management and utilization of funds, its self-owner property, and other trust assets, for management purposes.
受託人應就信託資金及其管理運用所得之資產與其自有財產及其他信託資產，分別設帳管理。
- 1.16.2 The Trustee shall prepare regular investment statements or related reports on the management and utilization of trust funds and deliver them to the Settlor/Beneficiary in writing, by e-mail, or in other agreed manner.
受託人應就信託資金之管理運用情形定期編製投資對帳單或相關報表以書面寄送或依電子郵件及其他約定方式送達予委託人/受益人。
- 1.16.3 In the event of discrepancy between the rights and interests in the trust property described in the investment statement or related report and those entered on the books of the Trustee, said books shall prevail, provided the Trustee may directly correct any mistake in the source of information or other mistakes which it discovers and then notify the Settlor.
投資對帳單或相關報表所載信託財產權益與受託人帳載資料不符者，悉依受託人帳載資料為準，惟受託人如發現資料來源錯誤或其他錯誤情形，得逕行更正後通知委託人。

1.17 Signature specimen card

印鑑卡留存

- 1.17.1 The Settlor/Beneficiary shall complete procedures to register a specimen seal impression with the Trustee in the manner prescribed by the Trustee, as the basis for its business transactions with the Trustee.
委託人/受益人應依受託人之規定方式，辦理印鑑留存相關手續，以為與受託人間相關業務往來之依據。
- 1.17.2 The Settlor/Beneficiary shall immediately report to the Trustee if the above seal is lost or damaged etc. and shall also immediately complete procedures with the Trustee for amendment if such seal or other information concerning the Beneficiary is changed. The Trustee is not responsible for indemnification against damage caused by any failure to complete the reporting or amendment procedures. Instructions given or transactions conducted by the Trustee using the original seal will remain valid until the above procedures are completed.
前項印鑑如有遺失或毀損等情事發生，委託人/受益人應即向受託人辦理相關掛失手續，或前項印鑑或受益人其他資料如有變更，委託人/受益人應即向受託人辦理相關變更手續，如因未辦理各該相關掛失或變更手續致發生損害者，受託人不負賠償責任。於完成印鑑掛失或變更手續前，受託人依原留印鑑所為之指示或交易仍為有效之指示或交易。

1.18 Disclosure of trust property

信託財產之公示

- 1.18.1 To the extent permitted by laws and regulations, trust registration of trust property or recording of trust relationships may be waived unless the Trustee deems such registration or indication necessary.
於法令許可範圍內，信託財產除受託人認為有必要外，得省略信託之登記、註冊或信託表示之記載。
- 1.18.2 Where the Trustee registers a trust property or records a trust relationship, the costs thus arising will be deducted and paid out of the trust property or borne by the Settlor/Beneficiary.
受託人為信託財產為信託之登記、註冊或信託表示之記載時，其所生之費用由信託財產中扣除支應或由委託人/受益人負擔之。

1.19 Trust compensation

信託報酬

The subscription fee of front-end loads funds is normally charged upon subscription whereas charging of the subscription fee of back-end loads funds is normally deferred until redemption

境外基金基於不同收費方式與項目，就基金申購所收取之手續費時點而言，前收型基金通常於申購時收取，後收型基金則通常遞延至贖回時收取。

- 1.19.1 The Settlor agrees the trust compensation charged by the Trustee for investment in an offshore fund is as follows, provided the trust compensation and related fees charged by the Trustee for investment in back-end loads funds are governed by the Special Provisions of Back-end Lads Funds.
投資於境外基金時，委託人同意受託人收取之信託報酬如下，惟投資於後收型基金時，受託人收取之信託報酬及相關費用，另依本行後收型基金投資費用暨特約事項為之。

- 1.19.1.1 **Trust fee (subscription fee):**
信託手續費(申購手續費):

- 19.1.1(a) Fee schedule: Not more than 3% for offshore funds (Front-end Loads Funds), provided the fee schedule will be as advised by the fund company if the fund company considers the Settlor to be engaging in short-term trading and charges a higher repurchase fee.
 報酬標準：境外基金費率不超過3%，惟如委託人經基金公司認定為短線交易者而須收取較高之買回手續費時，報酬標準將依該基金公司通知為準。
- 19.1.1(b) Calculation: The principal of the trust multiplied by the applicable rate
 計算方法：以信託本金乘上費率計算之。
- 19.1.1(c) Payment schedule and terms: Payable in a lump sum upon subscription, by the Settlor to the Trustee.
 支付時間及方法：於申購時一次給付，由委託人給付予受託人。
- 1.19.1.2 **Conversion fee:**
轉換手續費：
- 19.1.2(a) Fee schedule: A minimum fee is charged per conversion, in the investment currency (USD, GBP, AUD, EUR, HKD, NZD, CAD, ZAR, CNY, JPY): USD20, GBP20, AUD20, EUR20, HKD200, NZD20, CAD20, ZAR200, CNY200 or JPY2,000
 報酬標準：依投資幣別（美元、英鎊、澳幣、歐元、港幣、紐幣、加幣、南非幣、人民幣、日圓）每次收取最低費用依序分別為20美元、20英鎊、20澳幣、20歐元、200港幣、20紐幣、20加幣、200南非幣、200人民幣或2,000日圓。
- 19.1.2(b) Calculation: Charged upon each conversion.
 計算方法：於每次基金轉換時逐次收取。
- 19.1.2(c) Payment schedule and terms: Payable in a lump sum upon subscription, by the Settlor to the Trustee.
 支付時間及方法：由委託人給付予受託人，於辦理轉換時一次給付。
- 19.1.2(d) The difference in trust fee shall be borne for the conversion of money funds to bond or equity funds
 原申購貨幣型基金再轉換為債券型或股票型基金時，應負擔信託手續費差額。
- 19.1.2(e) The internally debited or externally charged conversion fee prescribed by the relevant fund company shall also be borne.
 另應負擔各基金公司規定之內扣或外收轉換費用。
- 1.19.1.3 **Resubscription fee:**
轉申購之申購手續費：
 Charged according to the requirements for the general trust fee (subscription fee).
 依一般信託手續費(申購手續費)規定收取。
- 1.19.1.4 **Trust management fee:**
信託管理費：
- 19.1.4(a) Fee schedule: A maximum of 0.2% per annum.
 報酬標準：最高收取年費率0.2%。
- 19.1.4(b) Calculation: The principal of the trust multiplied by the applicable rate multiplied by the period the trust is held.
 計算方法：以信託本金乘上費率乘上持有期間計算之。
- 19.1.4(c) Payment schedule and terms: Payable by the Settlor to the Trustee by deduction from the trust benefit to be returned.
 支付時間及方法：由委託人給付予受託人，於返還信託本益中扣收。
- 1.19.1.5 **Subscription service fee:**
申購時之通路服務費：
- 19.1.5(a) Fee schedule: 0% to 5%.
 報酬標準：費率0%至5%。
- 19.1.5(b) Calculation: The principal of the trust multiplied by the applicable rate.
 計算方法：以信託本金乘上費率計算之。
- 19.1.5(c) Payment schedule and terms: Payable by the trading counterpart or fund company to the Trustee in a lump sum upon subscription.
 支付時間及方法：由交易對手或基金公司給付予受託人，於申購時一次給付。
- 1.19.1.6 **Service fee for the holding period:**
持有期間之通路服務費：
- 19.1.6(a) Fee schedule: 0% to 2%.
 報酬標準：年費率0%至2%。
- 19.1.6(b) Calculation: The net asset value of the Trustee in the trading counterpart or fund company multiplied by the applicable rate.
 計算方法：以受託人於交易對手或基金公司之淨資產價值乘上費率計算之。
- 19.1.6(c) Payment schedule and terms: Payable by the trading counterpart or fund company to the Trustee. The terms of payment vary among fund companies, which may be monthly,

quarterly, bi-annually or annually.

支付時間及方法：由交易對手或基金公司給付予受託人，支付方式依各基金公司而有所不同，可能採取月、季、半年、年度支付方式為之。

- 1.19.2 All fund related fees payable, including the distribution fee, are disclosed in the prospectus or investor brochure of the fund. The Settlor agrees to the fees payable by it.
有關基金應負擔之費用(含分銷費用)已揭露於基金公開說明書或投資人須知中，委託人同意其所負擔之費用。
- 1.19.3 The Trustee shall disclose any adjustment to the above provisions on trust compensation on its business premises or post the adjustment on its website in lieu of notice. The Settlor agrees to the content of any such adjustment.
前述各項信託報酬之規定，如有調整時，受託人應揭示於受託人營業場所或登載於受託人網站公告以代通知，委託人並同意該調整內容。

1.20 Costs and fees

各項費用之負擔

- 1.20.1 In addition to the fees to be borne as in the preceding paragraph, the following costs and fees are borne by the trust property, with the shortfall, if any, to be borne by the Settlor/Beneficiary.
除前條相關費用外，下列費用由信託財產負擔之，如信託財產不足負擔者，由委託人/受益人負責補足：
- 1.20.2 broker's commission, transaction fee etc. arising out of the management and utilization of the trust property, and the relevant obligations
管理運用信託財產所生之經紀商佣金、交易手續費等與所負擔之債務；
- 1.20.3 all taxes on the management and utilization of the trust property;
管理運用信託財產所支付之一切稅捐；
- 1.20.4 litigious and non-litigious claims against the Trustee in respect of the trust property, and costs thus incurred, that are not borne by a third person, unless the Trustee has committed willful misconduct or failed to perform the duty of care of a good administrator;
除受託人有故意或未盡善良管理人之注意義務外，任何就信託財產對受託人所為訴訟上或非訴訟上之請求及因此所發生之費用，未由第三人負擔者；
- 1.20.5 all costs arising out of litigious and non-litigious claims made by the Trustee against any person in respect of the management and utilization of the trust property that are not borne by a third person, unless the Trustee has committed willful misconduct or failed to perform the duty of care of a good administrator
除受託人有故意或未盡善良管理人之注意義務外，受託人因有關管理運用信託財產，對任何人為訴訟上或非訴訟上之請求所發生之一切費用，未由第三人負擔者；
- 1.20.6 Remuneration payable to lawyers, accountants and tax advisors for the handling of trust property affairs.
處理信託財產有關事項所應支付律師、會計師或租稅顧問之報酬；
- 1.20.7 Other costs and fees and obligations arising out of the handling of trust affairs
其他為處理信託事務所生之相關費用或負擔之債務。
- 1.20.8 The Trustee may charge the Settlor/Beneficiary a production fee for perusing or photocopying information on the trust property
委託人/受益人向受託人請求閱覽或影印其信託財產相關資料時，受託人得酌收工本費。
- 1.20.9 If the investment object is a fund, all handling charges prescribed by the fund company or distributor in the prospectus or investor brochure, including, without limitation, fund management fee, custodian fee, conversion fee and redemption fee, shall be borne, and the various trading restrictions, including, without limitation, restrictions on subscription, conversion, redemption and short-term trading, shall be understood. The Settlor agrees to comply with the requirements of the fund company or distributor in this regard
投資標的若為基金時，依各基金公開說明書或投資人須知所載，應負擔各基金公司或分銷商所規定之各項手續費用（包括但不限於基金經理費、保管費、轉換手續費及贖回手續費）及瞭解各項交易限制（包括但不限於申購、轉換、贖回及短線交易），委託人同意均依各基金公司或分銷商之規定辦理。

1.21 Amendment, rescission and termination of the agreement

契約之變更、解除及終止

- 1.21.1 Any amendment to this Agreement shall be in writing or otherwise in the manner agreed between the Parties except amendments made in response to changes in laws and regulations or according to orders of court or the competent authority.
本 OBU 信託總約定書除因法令變更或依法院或主管機關之命令變更外，其變更均應以書面或其他當事人約定之方式為之。
- 1.21.2 The Trustee will deliver a notice of amendment to this Agreement to the Settlor by mail or otherwise or post an announcement on the Trustee's website. The Settlor is deemed to agree to the amendment if it makes no protest within seven day
受託人將本契約之變更通知，以郵寄或其他方式送達委託人或於受託人網站上公告後，如委託人於七日內未表示異議者，視為同意變更。
- 1.21.3 Either Party may give notice to the other of rescission of this Agreement in writing or in other manner agreed between the Parties if the Trustee is prevented by the promulgation of new laws and regulation, amendment to

laws and regulations, or an order of the competent authority from commencing the management and utilization of the trust property according to the stated purpose of the trust after the execution of this Agreement and the Settlor's delivery of the trust fund

受託人於本 OBU 信託總約定書簽訂且委託人交付信託資金後，如因新法令公佈或法令修正或主管機關命令，致受託人無法依信託目的開始管理運用信託財產，任一方當事人均得以書面或其他雙方當事人約定之方式通知他方解除本 OBU 信託總約定書。

1.21.4 Unless the Parties agree otherwise, this Agreement may terminate under the following circumstances:
除當事人另有約定外，本契約因下列事由之一終止：

1.21.4.1 if the purpose of the trust cannot be accomplished;
信託目的無法達成。

1.21.4.2 according to an order of court or the competent authority;
法院或主管機關命令終止。

1.21.4.3 either Party becomes deprived of legal capacity, dissolves, reorganizes, is bankrupt or ceases to operate, the other Party may give notice of termination in writing or in other manner agreed between the Parties;
任何一方當事人喪失行為能力、解散、進行重整、破產或停止營業時，他方得以書面或其他經雙方約定之方式通知終止。

1.21.4.4 The Settlor may give prior notice of termination in the manner prescribed by the Trustee within a reasonable period during the existence of this Agreement
本 OBU 信託總約定書存續期間，委託人得於合理期限事前依受託人規定之方式通知終止之。

1.22 Duty of confidentiality

保密義務

The Trustee shall hold all information on trust dealings and transactions of the Settlor/Beneficiary in confidence, unless otherwise agreed or otherwise provided by laws and regulation.

受託人對於委託人/受益人就各信託所涉及之各項往來、交易資料，除另有約定或法令另有規定外，應予保密。

1.23 Ownership and delivery of the trust property upon expiration of the trust relationship

信託關係消滅時信託財產之歸屬及交付方式

Upon expiration of the trust relationship, the Trustee shall surrender the trust property to the right holder of the trust, prepare a statement of final accounts and report on the management and utilization of the trust property, and seek ratification from said right holder.

本信託關係消滅時，受託人應將信託財產返還各該信託歸屬權利人，並就信託財產之管理運用作成結算書及報告書，取得各該信託歸屬權利人之承認。

1.24 Governing law and jurisdiction

準據法及管轄法院

1.24.1 The parties agree to submit to the jurisdiction of Taipei District Court, Taiwan as the court of first instance in the event of suit over a dispute arising out of this Agreement

因本 OBU 信託總約定書所生之爭議，如涉訟時，雙方同意以台灣台北地方法院為第一審管轄法院。

1.24.2 Issues not addressed by this Agreement are governed by R.O.C. laws and regulations, domestic and foreign banking practices, bylaws of the Trustee, other terms with a similar nature, or written agreements between the Parties.

本 OBU 信託總約定書如有未盡事宜，悉依中華民國法令、國內外金融慣例、受託人營業規章、其他各性質相通條款或雙方書面協議辦理之。

1.25 Taxes

稅賦

The Settlor/Beneficiary will handle tax affairs concerning trust business in accordance with the tax laws and applicable laws and regulations of the R.O.C., provided where the applicable laws and regulations are amended, it will comply with the amendments

委託人/受益人辦理各該信託業務之稅務處理，悉依中華民國稅法及相關法令規定辦理，但相關法令如有修正，依修正後之規定辦理。

1.26 Identity of the Settlor

委託人身分限制

According to the prospectus of some offshore funds, the Settlor may not be a U.S. citizen or resident, or other restrictions on its identity may apply. The Settlor hereby represents it understands the above investment restrictions and complies with the requirements or restrictions of the prospectus or laws and regulations on its identity in respect of the investment object, and will be solely liable and indemnify the Trustee against damage suffered in the event of misrepresentation

依部分境外基金公開說明書規定，委託人不得具有美國公民或居住身分，或其他身分限制；委託人茲聲明其已明瞭前開投資限制，就其投資標的已符合各該公開說明書或法令有關委託人身分相關之要求或限制，如有不實應自負其責，並賠償受託人因此所受損害。

1.27 Effect

效力

This agreement is made in both Chinese and English. In the event of any discrepancy between the Chinese and English version, the Chinese version shall prevail.

本 OBU 信託總約定書同時以中、英文條文訂定，如中、英文條文間有任何歧異，以中文條文為準。

2 Terms of trust through voice mail, the Internet, telephone service personnel and other means (applicable to the trust transactions conducted by the Settlor)

電話語音、電腦網路、電話理財服務人員暨其他方式辦理信託之約定條款（適用於委託人所辦理之各項信託業務）

Whereas the Settlor instructs the Trustee (CTBC Bank Offshore Banking Unit) through voice mail, the Internet or other means on trust matters and agrees to the following terms governing the selected forms of service (terms irrelevant to such forms do not apply after execution):

緣委託人為辦理各項信託，以電話語音、電腦網路或其他方式指示受託人（中國信託商業銀行國際金融業務分行），並就所選定之服務方式，同意下列各相關條款（與所選用服務方式無關之條款，於簽訂後暫不予適用）：

- 2.1 Prior to instructing the Trustee through voice mail, the Internet or other means to conduct trust related transactions, including, without limitation, subscription, redemption, conversion, change or enquiry services etc., the Settlor must enter into an Offshore Banking Unit Master Deposit Agreement and Application for Other Services or other related agreements with the Trustee and secure a password specified by the Settlor and confirmed by the Trustee.
委託人利用電話語音、電腦網路或其他方式指示各項信託相關交易，包括但不限於各類申購、贖回、轉換、異動或查詢等服務，須先與受託人簽訂「國際金融業務分行存款總約定書暨各項業務申請書」或其他相關約定，並取得依委託人指定且經受託人確認之密碼。
The Settlor shall establish its identity with the password before using the above-mentioned services and is responsible for the confidentiality of the password. The Trustee provides services based on the use of the correct password. The Settlor shall immediately request the Trustee to discontinue any service not legally authorized by the Settlor. Where the Trustee's use of such service against a third person already becomes effective before the Trustee receives notice, the Settlor may not use the unauthorized use of the password as a valid defense against the Trustee.
委託人使用前項之服務時，應先以密碼證明其身分。委託人應負責密碼之保密，受託人係憑正確密碼使用之指示提供服務，倘有未經委託人合法授權之情形，委託人應即通知受託人停止該服務；受託人於接獲通知前，對第三人使用該服務已發生之效力，除受託人有故意或重大過失外，委託人不得以該密碼之使用非經其授權對抗受託人。
- 2.2 The Trustee may provide the services contemplated by these terms upon receipt of instructions from the Settlor establishing its identity with the correct password. The Trustee is under no obligation to provide services which it unilaterally believes will cause itself to violate the applicable laws and regulations likely.
受託人於接獲委託人以正確密碼證明之指示後，得提供本約定條款所訂之服務，倘受託人單方認為提供該等服務會使受託人違反相關法令之虞時，受託人即無提供該等服務之義務。
- 2.3 The Settlor shall give its instructions on trust transactions through voice mail, the Internet or other means within the Trustee's business hours, and agrees to fully authorize the Trustee to take action if any transaction or other instruction is delayed or cannot be fulfilled due to force majeure or other factors not attributable to the Trustee such as power failure, electricity disconnection, transmission interference, traffic congestion in telecommunication networks, damage by a third person etc.
委託人以電話語音、電腦網路或其他方式指示各項信託相關交易時，應於受託人營業時間內為之，若遇不可抗力或非可歸責於受託人之因素，如斷電、斷線、網路傳輸干擾、電信壅塞、第三人破壞等，致使交易或其他指示遲延或無法完成者，委託人同意由受託人全權處理之，惟受託人不負任何責任。
- 2.4 In the event of breakdown of any of the forms of service under these terms selected by the Settlor preventing the service from being provided, the Settlor may switch to other agreed form or visit the business premises of the Trustee.
委託人所選用本約定條款任一服務方式如發生各種障礙事由致無法辦理該服務時，得改用其他經約定之方式或親至受託人營業處所辦理。
- 2.5 The Settlor and the Trustee shall properly retain records of the services contemplated by these terms and presume records retained by the Trustee are true.
委託人及受託人應妥善保存本服務相關之紀錄，並推定受託人所保存之紀錄為真正。
- 2.6 If the Settlor wishes to change its password, it shall do so in writing, on the Internet, by telephone or in other manner agreed between the Parties, provided no such change will take effect until confirmed and approved by the Trustee.
委託人如擬變更密碼，應以書面、電腦網路、電話或其他經雙方約定之方式為之，但應經受託人確認並同意後，始生效力。
- 2.7 The Settlor may give notice of termination of the use of the services contemplated by these terms to the Trustee in writing or in other manner agreed between the Parties. The Trustee may also notify the Settlor of the discontinuation of the services contemplated by these terms at any time, in which case transactions already incurred or directed and not cancelled will remain valid. The above termination will take effect upon the Trustee's acknowledgement of its actual receipt of the notice of termination and completion of relevant matters.
委託人得以書面或其他經雙方約定之方式通知受託人終止使用本約定條款之服務，受託人亦得隨時通知委託人停止提供本約定條款之服務；惟於終止生效前，已發生或已預約且未經取消之交易，仍屬有效。前述終止須經受託人確認實際收受終止之通知，並辦妥相關事宜後，始生效力。
- 2.8 Issues not addressed by these terms are governed by this Agreement, Offshore Banking Unit Master Deposit Agreement and Application for Other Services and other related agreements executed between the Parties, and laws and regulation.
本約定條款未盡事宜，悉依委託人與受託人簽訂之本 OBU 信託總約定書、「國際金融業務分行存款總約定書暨各項業務申請書」及其他相關約定、法令規定辦理之。
- 2.9 Where the form of service selected by the Settlor must change due to the Trustee's system or laws and regulations, the Trustee may notify the Settlor or make an announcement on the Trustee's website regarding relevant matters to be handled and apply the relevant terms from the commencement of the new form of service.

委託人原所選定之服務方式，因受託人系統或法令規定等而須變更時，受託人得通知委託人或於受託人網站上公告另行辦理相關事宜，並於新服務方式啟用時起，適用各相關約定條款。

The above applies when the Settlor applies for change of the form of service.

前項情形，於委託人申請變更服務方式時，亦同。

3 Special provisions

特別約定事項

3.1 Product/service conversion

產品/服務之轉換

Any conversion between products and services used by the Settlor/Beneficiary is subject to consent of the Trustee.

The form of conversion and calculation standard for the conversion of trust property are governed by the terms and Trustee regulations applicable to the products/services converted.

委託人/受益人就其所使用之各產品/服務間之轉換，均應經受託人同意，且有關之轉換方式及信託財產間轉換之計算標準，悉依適用於各轉換之產品/服務之約定條款及受託人規定辦理。

3.2 Service and acknowledgment of notices and reports etc

通知、報告等之送達及承認

3.2.1 The Trustee may serve notices, including, without limitation, notices of important information on funds, on the Settlor by personal delivery, mail, e-mail, posting them on the Trustee's website, facsimile or in other appropriate manner, at the mailing address and e-mail registered by the Settlor with the Trustee, unless laws and regulations provide otherwise.

受託人對於委託人之通知(包括但不限於基金重大事項之通知)，除法令另有規定外，受託人得以親自遞送、郵遞、電子郵件、受託人網站上公告、傳真或其他適當之方式為之，並以委託人留存於受託人處之通訊地址、電子郵件資料為準。

3.2.2 Notices, reports, statements of accounts, statements of final accounts and other related reports and statements of the Trustee in connection with trust activities are deemed served on the fifth day from the day they are sent or issued by the Trustee (or five days from the time they are published on the Trustee's website), unless an earlier date of service is proven by evidence.

受託人就各項信託業務有關之通知、報告、對帳單、結算書或其他相關報表，包括但不限於申購、贖回、處分、轉換、加入、退出或信託財產返還相關事項，均以受託人寄出或發出之日起，經五日視為送達(採於受託人網站上公告者，於公告五日後視為送達)，但有證據證明更早之送達日期者，不在此限。

3.2.3 The notices, reports, statements of accounts, statements of final accounts and other related reports and statements in the preceding paragraph are deemed acknowledged, and the Trustee is deemed relieved of the responsibility for the items recorded in them, in the absence of protest from the Settlor, Beneficiary or right holder.

前項通知、報告、對帳單、結算書或其他相關報表，自送達之日起十四日內，委託人、受益人或歸屬權利人無異議者，視為承認，且受託人就其記載事項所負責任視為解除。

3.3 The Settlor/Beneficiary agrees to use the seal of which it has registered a specimen impression with the Trustee in dealing with trust affairs at the Trustee's, as the basis for such business dealings with the Trustee.

委託人/受益人於受託人處辦理各信託相關業務時，如其業於受託人處留存有印鑑者，同意仍沿用之，以為與受託人間就各該業務往來之依據。

3.4 The Settlor/Beneficiary warrants the particulars and supporting documents it provides are all true and authorizes the Trustee to verify such information with the relevant units

委託人/受益人保證提供之個人基本資料內容及提供之證明文件均為真實，並授權受託人向有關單位核對該等資料。

3.5 Other special provisions

其他特別約定

3.5.1 The Trustee may establish or revise relevant operating rules and post them on the Trustee's business premises or website etc. The Settlor/Beneficiary agrees to comply with such rules.

受託人得訂定或修正相關作業規則，並置於受託人營業處所或網站等，委託人/受益人並同意遵守之。

3.5.2 The business days and hours of banking institutions in this Agreement do not include the time the Trustee opens for business on weekly days off.

本信託契約有關金融機構營業日及營業時間之範圍，不包括受託人於星期例假日對外開放營業在內。

3.5.3 The Settlor/Beneficiary will also comply with the relevant regulations if it has opened a deposit automatic managed account with the Trustee

委託人/受益人如另於受託人處開立存款自動管理帳戶者，該相關規定亦應一併配合遵守。

3.5.4 The Settlor/Beneficiary shall comply with the relevant regulations and ways established by the Trustee in the surrender in whole or in part of the trust property.

關於信託財產之全部或一部返還，委託人/受益人應配合受託人其所定相關規定及方式辦理之。

3.5.5 The Settlor agrees any other Master Trust Agreements on Non-Discretionary Money Trust Investments in Domestic and Foreign Securities that it has executed with the Trustee prior to executing this Agreement and remain valid are superseded by this Agreement and its ancillary terms from the date of this Agreement

委託人若於本 OBU 信託總約定書簽訂前，與受託人已有簽訂其他「辦理特定金錢信託投資國內、外有價證券信託契約總約定書」之約定，而其效力仍存續者，同意自本 OBU 信託總約定書簽訂之日起一律由本信託契約

及其附屬約定取代。

3.6 Effect of appendices

附件效力

Other related documents and appendices, including, without limitation, Directions for Utilization and other terms in this Agreement that are applicable to the trust contemplated by this Agreement, and announcements on the Bank website are all an integral part of this Agreement having the same effect as this Agreement.

本 OBU 信託總約定書之其他相關書類或附件（包括但不限於運用指示書及本總約定書所定適用於本信託行為之其他約定條款）、本行網站上之公告均為本信託契約之一部分，與之具有同等之效力。

3.7 Outsourcing by the Customer

立約人之委外作業

The Customer agree the Bank may outsource transactions and operations between the Bank and the Customer to a third person according to law and may disclose information on the Customer's dealings to the outsourced third person. The outsourced third person may use and exploit the Customer's information within the scope of the outsourcing.

立約人同意 貴行得將立約人與 貴行往來交易業務及作業，依法委由第三人代為處理，並同意得將立約人之各項往來資料，揭露予受 貴行委任處理事項之第三人，受委託之第三人得於委託範圍內使用及利用立約人資料。

4 Channels for customer complaints

客戶申訴處理管道

To protect customer rights and interests, customers may notify the Bank by phone, e-mail, in writing (delivered by mail or facsimile) or visiting a branch in person if it finds the promotion of products recommended or sold by the Bank to be untrue, the Bank has failed to disclose risks in such promotion or other disputed issue arises; the Bank will be responsible for handling the matter.

為維護客戶的權益，如果客戶就本行推介、銷售商品認為有推銷不實或未盡風險預告之責或其他爭議事項時，可透過來電、E-Mail、書面來函（郵寄或傳真）或親臨分行等四種方式向本行提出，本行定將負責處理。

4.1 By phone

來電

A complaint hotline is available at 0800-057-034. Customers may call the Bank within business hours. Bank officers will answer your call and record and handle your comments.

本行提供“我聽您申訴”專線 0800-057-034，客戶可於營業時間內致電本行，本行將由專人接聽、紀錄並處理您意見。

4.2 E-mail

電子郵件

A “Contact Me Box” is available at the Customer Service Center on the Bank website. Customers may leave messages on the website

本行網站客服中心之“與客服聯絡信箱”，客戶可在網站上留言。

4.3 In writing

來函

Customers may express their views in writing, with the name, I.D. number, telephone number and mailing address of the complainant and detailed reasons for the complaint stated, and send the letter to the Complaint Center of the Bank by mail or facsimile. Mailing address: 168 Jingmao 2nd Road, Nangang, Taipei 115. Facsimile number: 02-8192-6094.

客戶可以透過書面來函方式反應，書面來函應記載申訴人姓名、身分證字號、聯絡電話、聯絡地址、並詳述申訴之原因郵寄或傳真至本行申訴中心，郵寄地址：115 臺北市南港區經貿二路 168 號、傳真專線：02-8192-6094。

4.4 Personal visit to the branch

親臨分行

Customers may express their views to the supervisor of the branch within business hours. The branch supervisor will ascertain and handle their demands.

客戶可於營業時間向往來分行主管反應，由分行主管了解客戶訴求並負責處理。

5 Notice of use of personal information

個人資料運用告知事項

5.1 Collection of personal information concerns the rights and interests of the Settlor/Beneficiary in privacy. CTBC Bank Offshore Banking Unit ("Trustee") shall expressly notify the Settlor/Beneficiary of the following matters pursuant to Paragraph 1, Article 8 of the Personal Information Protection Act ("PIPA") in collecting personal information from the Settlor/Beneficiary: (1) the name of the non-government agency; (2) purpose of collection; (3) classification of the personal information; (4) time period, area, target and way of the use of personal information; (5)

rights of the party and ways to exercise them as prescribed in Article 3 of the PIPA; (6) where the party is free to choose whether to provide its personal information or not, the impact of not providing on its rights and interests.

由於個人資料之蒐集，涉及委託人/受益人的隱私權益，中國信託商業銀行國際金融業務分行（以下稱受託人）向委託人/受益人蒐集個人資料時，依據個人資料保護法（以下稱個資法）第八條第一項規定，應明確告知委託人/受益人下列事項：（一）非公務機關名稱（二）蒐集之目的（三）個人資料之類別（四）個人資料利用之期間、地區、對象及方式（五）當事人依個資法第三條規定得行使之權利及方式（六）當事人得自由選擇提供個人資料時，不提供將對其權益之影響。

5.2 For the Trustee's purpose of collecting the personal information of the Settlor/Beneficiary, classification of the personal information, and period, areas, users and ways of use of personal information etc., the Settlor/Beneficiary shall read the following carefully:

有關受託人蒐集委託人/受益人個人資料之目的、個人資料類別及個人資料利用之期間、地區、對象及方式等內容，請委託人/受益人詳閱如下所示：

5.2.1 Specific purpose: Trust

特定目的說明：信託業務

5.2.1(1) Specific purposes and codes: 022 Foreign exchange, 036 Deposit and remittance, 037

Registration of securities and securities holder, 044 Investment management, 068 Trust, 082 Integrated management of loaning and deposit operations of borrowers and depositors, 166 Securities, futures, securities investment trusts and consultants related business, 094 Property management, 181 Other business that conforms to the business registration or memorandum of association.

業務特定目的及代號：「022 外匯業務」、「036 存款及匯款業務」、「037 有價證券與有價證券持有人登記」、「044 投資管理」、「068 信託業務」、「082 借款戶與存款戶借存作業綜合管理」、「166 證券、期貨、證券投資信託及顧問相關業務」、「094 財產管理」、「181 其他合於營業登記項目或組織章程所定業務」。

5.2.1(2) Common purposes and codes: 040 Marketing, 059 Collection, processing and use by banking services in accordance with laws and regulations and to meet the need for financial supervision, 060 Financial dispute resolution, 063 Collection, processing and use of personal information by non-government agencies under legal obligations, 069 Affairs regulated by contract, quasi-contract or other legal relation, 090 Consumer and customer management and services, 091 Consumer protection, 098 Business and technical information, 104 Account management and debt trading, 136 Information (communication) and database management, 137 Information and communication security and management, 157 Investigation, statistics, and research and analysis, 182 Other consulting and consultant services

共通特定目的及代號：「040 行銷」、「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」、「060 金融爭議處理」、「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」、「069 契約、類似契約或其他法律關係管理之事務」、「090 消費者、客戶管理與服務」、「091 消費者保護」、「098 商業與技術資訊」、「104 帳務管理及債權交易業務」、「136 資(通)訊與資料庫管理」、「137 資通安全與管理」、「157 調查、統計與研究分析」、「182 其他諮詢與顧問服務」。

5.2.1(3) FATCA (Foreign Account Tax Compliance Act of the U.S.) compliance (identifying U.S. tax residents according to law and filing with the U.S. authority or other statutory unit information on overseas accounts of U.S. tax residents): 095 Tax administration/tax affairs administration.

美國外國帳戶稅收遵從法(Foreign Account Tax Compliance Act, 簡稱 FATCA) 遵循業務(即為依法辨識美國稅務居民身分別，暨向美國當局或其他法定對象申報美國稅務居民海外帳戶資料之相關業務)：「095 財稅行政/稅務行政」。

5.2.2 Classification of the personal information collected: Name, I.D. number, sex, date of birth, means of communication and other content of the relevant application or contract, as actually collected from the Settlor/Beneficiary or a third person (e.g. Joint Credit Information Center) on transactions, accounts and services between the Trustee and Settlor/Beneficiary.

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，並以受託人與委託人/受益人往來之相關業務、帳戶或服務及自委託人/受益人或第三人處(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。

5.2.3 Period of use of personal information 個人資料利用之期間：

5.2.3(1) Period of existence of the specific purposes.

特定目的存續期間。

5.2.3(2) The longest of these three periods: as prescribed by laws and regulations (e.g. Business Entity Accounting Act), required for performance of duties, or provided by the contract.

依相關法令所定(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。(以期限最長者為準)。

5.2.4 Areas of use of personal information: Domestic and foreign locations of the users listed in Subparagraph 5 below.

個人資料利用之地區：第(五)款各目所列「個人資料利用對象」其國內及國外所在地。

5.2.5 Users of personal information

資料利用之對象：

- 5.2.5(1) The Trustee, including its outsourcers.
受託人(含受託人委託處理事務之委外機構)。
- 5.2.5(2) Institutions provided by laws and regulations, e.g. the patent company or financial holding company of the Trustee.
依法令規定利用之機構(例如：受託人母公司或所屬金融控股公司等)。
- 5.2.5(3) Other related institutions, e.g. correspondent banks, Joint Credit Information Center, National Credit Card Center of the R.O.C., Taiwan Clearing House, Financial Information Service Co., Ltd., credit guarantee institutions, international credit card associations, acquirers and merchants etc.
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等)。
- 5.2.5(4) Competent authorities under the law, including the U.S. Internal Revenue Service, and financial supervisory authorities.
依法有權機關(包含美國國稅局)或金融監理機關。
- 5.2.5(5) Users approved by the Settlor/Beneficiary, e.g. companies with whom the Trustee engages in joint marketing, shares customer information, or cooperates in business promotion.
委託人/受益人所同意之對象(例如受託人共同行銷或交互運用客戶資料之公司、與受託人合作推廣業務之公司等)。
- 5.2.5(6) Ways of use: Through automated machines or other non-automated use conforming to laws and regulations governing protection of personal information
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方式。

5.3 The Settlor/Beneficiary may exercise the following rights in its personal information that is held by the Trustee pursuant to the Article 3 of the PIPA:

依據個資法第三條規定，委託人/受益人就受託人保有委託人/受益人之個人資料得行使下列權利：

5.3.1 inquire of the Trustee about, or request to review or make duplications of, the personal information, save in the exceptional circumstances under Article 10 of the PIPA; provided the Trustee may charge a fee pursuant to Article 14 of the PIPA

除有個資法第十條所規定之例外情形外，得向受託人查詢、請求閱覽或請求製給複製本，惟受託人依個資法第十四條規定得酌收必要成本費用。

5.3.2 request to supplement or correct the personal information, provided the Settlor/Beneficiary shall make an appropriate explanation of the reason and facts pursuant to Article 19 of the Enforcement Rules of the PIPA; 得向受託人請求補充或更正，惟依個資法施行細則第十九條規定，委託人/受益人應適當釋明其原因及事實。

5.3.3 request the Trustee to discontinue collection of the Settlor/Beneficiary's personal information pursuant to Paragraph 4, Article 11 of the PIPA if the Trustee collects, processes or uses such information against the PIPA;

受託人如有違反個資法規定蒐集、處理或利用 委託人/受益人之個人資料，依個資法第十一條第四項規定，委託人/受益人得向受託人請求停止蒐集。

5.3.4 request the Trustee to discontinue processing or use of the Settlor/Beneficiary's personal information if the accuracy of the personal information is contested pursuant to Paragraph 2, Article 11 of the PIPA, unless, as stated in the proviso of said paragraph, the processing or use is necessary for the Trustee's performance of duties and the dispute is recorded, or the processing or use is agreed to by the Settlor/Beneficiary in writing; 依個資法第十一條第二項規定，個人資料正確性有爭議者，得向受託人請求停止處理或利用 委託人/受益人之個人資料。惟依該項但書規定，受託人因執行業務所必須並註明其爭議或經 委託人/受益人書面同意者，不在此限。

5.3.5 request to delete the Settlor/Beneficiary's personal information and request the Trustee to discontinue its processing or use pursuant to Paragraph 3, Article 11 of the PIPA when the specific purpose of collection no longer exists or the time period of collection expires, unless, as stated in the proviso of said paragraph, the processing or use is necessary for the Trustee's performance of duties or agreed to by the Settlor/Beneficiary in writing.

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，得向受託人請求刪除、停止處理或利用 委託人/受益人之個人資料。惟依該項但書規定，受託人因執行業務所必須或經 委託人/受益人書面同意者，不在此限。

5.4 If the Settlor/Beneficiary desires to exercise the above rights in Article 3 of the PIPA, it may contact the Trustee's customer service (0800-057-034) or visit the Trustee's website (www.ctbcbank.com) to ascertain the ways to exercise them.

委託人/受益人如欲行使上述個資法第三條規定之各項權利，有關如何行使之方式，得向受託人客服(0800-057-034)詢問或於受託人網站(網址：www.ctbcbank.com)查詢。

5.5 The Settlor/Beneficiary is free to elect whether to provide personal information and determine the classification to

provide, provided the Trustee may be unable to proceed with the necessary review and approval or other procedures thus to offer the relevant or better service to the Settlor/Beneficiary if the personal information or the type of personal information which the Settlor/Beneficiary refuses to provide is required for such review or procedures

委託人/受益人得自由選擇是否提供相關個人資料及類別，惟委託人/受益人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，受託人可能無法進行必要之業務審核或作業而無法提供委託人/受益人相關服務或無法提供較佳之服務。

- 5.6 The Trustee must list the Settlor/Beneficiary's account as a recalcitrant account under the FATCA and may withhold 30% U.S. tax from the funds in the Settlor/Beneficiary's FATCA-regulated financial account pursuant to the FATCA, and may further terminate prematurely according to the contracts all contracts, accounts and the business relationship with the Settlor/Beneficiary and also services provided to the Settlor/Beneficiary in connection with FATCA-regulated financial products, if the Settlor/Beneficiary does not agree to provide personal information which the Trustee is to collect, process and use for the specific purposes of FATCA compliance or if the information provided is insufficient.

關於受託人為 FATCA 遵循業務之特定目的需蒐集、處理及利用之個人資料，如委託人/受益人不同意提供或提供資料不足，受託人必須依 FATCA 規定將委託人/受益人帳戶列為 FATCA 「不合作帳戶」(Recalcitrant Account) 而得自存入委託人/受益人名下屬 FATCA 法案所規範金融商品特定帳戶之款項中扣繳百分之三十(30%)之美國稅款，受託人並得依約對委託人/受益人提前終止所有屬 FATCA 法案規範金融商品之契約、帳戶、往來業務關係及提供之相關服務。

6 定期不定額委託投資國內外有價證券約定條款

6.1 Application

適用效力

The provisions of this chapter shall apply on a priority basis where the Settlor (also Beneficiary) instructs the Trustee to make value averaging investment in domestic and foreign securities; issues not addressed by this chapter are governed by the other provisions of this Agreement.

委託人(兼受益人)如以定期不定額方式委託投資國內外有價證券，指示受託人為投資運用時，應優先適用本章各條約定；本章節未約定之事項，則依本 OBU 信託總約定書之其他條文約定辦理。

6.2 Definitions and explanation

名詞定義與說明

For purposes of this chapter, the following terms are defined as below:

本章各條約定所使用之名詞定義如下：

- 1 **Debit Mechanism: the mechanism whereby, in the event the Settlor instructs the Trustee to make value averaging investments, the current net value of the fund which the Trustee's system obtains from the fund company on the business day of banking institutions immediately before the debit day scheduled by the Settlor in respect of the investment object is compared to the standard net value of the investment object as the basis for adjustment of the amount to be debited in each period.**

「定期不定額申購扣款機制」：指於委託人指示以定期不定額方式投資時，將依委託人就投資標的所設定各期扣款日前一金融機構營業日由受託人系統自基金公司取得之最新基金淨值，與該投資標的之基準淨值進行比較，以作為各期扣款金額加減調整依據之機制。

- 2 **Standard Net Value: the net subscription value of the investment object at the time payment is first debited for said object in which the Settlor invests by way of value averaging, provided where the Settlor subsequently instructs the Trustee to convert the units of the investment object as a new investment object, the net conversion value of the new investment object at the time of the conversion will be the Standard Net Value of the new investment object after conversion**

「基準淨值」：指委託人以定期不定額方式所投資各該標的首次扣款時之該標的申購淨值；惟如嗣後委託人指示轉換原投資標的基金單位數為新投資標的時，將依轉換當時新投資標的之轉換淨值做為轉換後新投資標的之「基準淨值」。

- 3 **Standard Debit Amount: the debit amount set by the Settlor in respect of the investment object within the scope accepted by the Trustee where the Settlor instructs the Trustee to make value averaging investments, as the standard by which the amount to be debited for subscription is to be adjusted in each period, provided where the Settlor subsequently instructs the Trustee to convert the units of the investment object as a new investment object, the original debit amount will still be the Standard Debited Amount of the new investment object after conversion if the Settlor has not changed the original debit amount.**

「基準扣款金額」：指委託人指示以定期不定額方式投資時，委託人就投資標的於受託人所訂受理範圍內所自行設定之扣款金額，以作為日後各期增加或減少申購扣款金額之基準；惟如嗣後委託人指示轉換原投資標的基金單位數為新投資標的後，倘委託人未變更設定，仍依原設定之扣款金額作為轉換後新投資標的之基準扣款金額。

6.3 Application and settings

申請及設定

1. Before the Settlor instructs the Trustee to make value averaging investments in domestic and foreign securities, the first debit will be made in the Standard Debit Amount instructed and set by the Settlor whereas

the amount to be debited in each subsequent period will be determined by the Debit Mechanism

委託人指示受託人以定期不定額方式委託投資國內外有價證券前，除首次扣款係依委託人指示設定之基準扣款金額辦理外，後續各期扣款金額將依定期不定額申購扣款機制定之。

2. If the Settlor desires to instruct the Trustee to make value averaging investments, it shall first apply over the counter and set and instruct the Standard Debit Amount, Increase or Decrease in the Net Value of the Investment Object and Debit Amount Adjustment Ratio

委託人如擬指示以定期不定額方式投資時，委託人應先透過臨櫃方式申請，並自行設定指示之「基準扣款金額」、「投資標的淨值漲(跌)幅」及「扣款金額調整比例」。

3. The Standard Debit Amount set by the Settlor accepted by the Trustee is as follows and adjustable by the Trustee upon public notice made pursuant to Article 21 of Chapter 1:

受託人受理委託人設定之「基準扣款金額」範圍如下，並得由受託人依第一章第二十一條約定公告進行調整：Below is the Standard Debit Amount in the currency of the principal of the fund. The set amount may be increased with the dollar as the unit:

茲依信託本金幣別分別列示如下，並得以元為單位增加設定金額：

6.3.3.1 USD: 300 dollars.

美元(USD)：300 元。

6.3.3.2 JPY: 30,000 dollars.

日圓(JPY)：30,000 元。

6.3.3.3 HKD: 3,000 dollars.

港幣(HKD)：3,000 元

6.3.3.4 GBP: 300 dollars.

英鎊(GBP)：300 元。

6.3.3.5 AUD: 300 dollars.

澳幣(AUD)：300 元。

6.3.3.6 NZD: 300 dollars.

紐幣(NZD)：300 元。

6.3.3.7 CAD: 300 dollars.

加幣(CAD)：300 元。

6.3.3.8 EUR: 300 dollars.

歐元(EUR)：300 元。

6.3.3.9 CNY: 3,000 dollars.

人民幣(CNY)：3,000 元。

6.3.3.10 ZAR: 3,000 dollars.

南非幣(ZAR)：3,000 元。

* The Minimum Investment Amount above is for reference only. The actual minimum investment amount is determined according to the operating regulations of the fund company

*上述「最低投資金額」僅供參考，實際之最低投資金額仍需按基金公司之作業規範辦理

4. The Increase or Decrease in the Net Value of the Investment Object and Debit Amount Adjustment Ratio set by the Settlor accepted by the Trustee are each 1%~10% and may be set by the Settlor within such range according to a whole number ratio.

受託人受理委託人設定之「投資標的淨值漲(跌)幅」及「扣款金額調整比例」之範圍均為 1%~10%，委託人得於上述範圍內自行以整數比例進行設定。

6.4 Operation of the Debit Mechanism

「定期不定額申購扣款機制」運作

1. The amount to be debited in the next period will be decreased (marked down) proportionally if the current net value of the fund in which the Settlor engages the Trustee to invest exceeds the Standard Net Value and will be increased (marked up) proportionally if it falls below the Standard Net Value. After such increase or decrease, the minimum and maximum amounts to be debited are respectively 50% and 150% of the Standard Debit Amount set by the Settlor.

委託人委託投資標的最新基金淨值相較於「基準淨值」上漲時，次期扣款金額以按比例減少(減碼)買進；委託人投資標的最新基金淨值相較於「基準淨值」下跌時，次期扣款金額以按比例增加(加碼)買進。加、減碼調整後之扣款金額最低係以委託人所設定「基準扣款金額」之 50%為限；最高則以設定「基準扣款金額」之 150% 為限。

2. The amount to be debited after the markup or markdown above will be adjusted to the dollar, with all decimals unconditionally excluded.

於計算前項加、減碼調整後之扣款金額時，將以元為增減單位，小數點以下全部無條件捨去。

3. The Increase or Decrease in the Net Value of the Investment Object is calculated as follows (Current net value which the Trustee' system obtains from the fund company on the business day of banking institutions immediately before the debit day – Standard Net Value)/Standard Net Value.

「投資標的淨值漲(跌)幅」之計算公式為：(扣款日之前一金融機構營業日受託人系統自基金公司取得之最新基金淨值-「基準淨值」)/「基準淨值」。

4. Example of how the Debit Mechanism works

運作例示說明如下：

The Increase or Decrease in the Net Value of the Investment Object and Debit Amount Adjustment Ratio set by the Settlor are: The debit amount will be reduced by 5% of the Standard Debit Amount for every 3% increase in the Standard Net Value and increased by 10% of the Standard Debit Amount for every 5% decrease in the Standard Net Value. The Debit Amount Adjustment Ratio applicable when the increase and decrease in the net value of the investment object are 0~15% and 0~25% respectively is as below:

若委託人設定之「投資標的淨值漲(跌)幅」及「扣款金額調整比例」為：「基準淨值」漲幅每達3%，扣款金額依「基準扣款金額」減少5%，「基準淨值」跌幅每達5%，扣款金額依「基準扣款金額」增加10%。茲以投資標的淨值漲幅在0~15%及投資標的淨值跌幅在0~25%所適用之扣款金額調整比例列示如下表

Markdown減碼			Markup加碼		
Increase in the Net Value of the Investment Object 投資標的淨值漲幅	Debit Amount Adjustment Ratio 扣款金額調整比例	Debit Amount Adjusted 調整後扣款金額	Decrease in the Net Value of the Investment Object 投資標的淨值跌幅	Debit Amount Adjustment Ratio 扣款金額調整比例	Debit Amount Adjusted 調整後扣款金額
Increase < 3% 漲幅 < 3%	Unchanged 不變	Standard Debit Amount*100% 基準扣款金額*100%	Decrease < 5% 跌幅 < 5%	Unchanged 不變	Standard Debit Amount*100% 基準扣款金額*100%
3% ≤ Increase < 6% 3% ≤ 漲幅 < 6%	-5%	Standard Debit Amount*95% 基準扣款金額*95%	10% ≤ Decrease < 15% 5% ≤ 跌幅 < 10%	10%	Standard Debit Amount*110% 基準扣款金額*110%
6% ≤ Increase < 9% 6% ≤ 漲幅 < 9%	-10%	Standard Debit Amount*90% 基準扣款金額*90%	10% ≤ Decrease < 15% 10% ≤ 跌幅 < 15%	20%	Standard Debit Amount*120% 基準扣款金額*120%
9% ≤ Increase < 12% 9% ≤ 漲幅 < 12%	-15%	Standard Debit Amount*85% 基準扣款金額*85%	15% ≤ Decrease < 20% 15% ≤ 跌幅 < 20%	30%	Standard Debit Amount*130% 基準扣款金額*130%
12% ≤ Increase < 15% 12% ≤ 漲幅 < 15%	-20%	Standard Debit Amount*80% 基準扣款金額*80%	20% ≤ Decrease < 25% 20% ≤ 跌幅 < 25%	40%	Standard Debit Amount*140% 基準扣款金額*140%
Increase = 15% 漲幅 = 15%	-25%	Standard Debit Amount*75% 基準扣款金額*75%	Decrease ≥ 25% 跌幅 ≥ 25%	50%	Standard Debit Amount*150% 基準扣款金額*150%

6.5 Conversion of dollar-averaging investment objects

定期不定額委託投資標的之轉換

If the Settlor instructs the Trustee to convert in part the investment object originally subscribed for by way of dollar averaging, the Standard Net Value of the new investment object after conversion will be the net value of the new investment object at the time of the conversion, and the Standard Debit Amount after conversion will be the basis for any subsequent increase or decrease in the subscription amount based on the Standard Debit Amount set for the investment object before conversion. The Standard Net Value and Standard Debit Amount of the outstanding investment object that is not converted are governed by the conditions instructed by the Settlor in regard to the investment object before conversion.

如委託人指示就原以定期不定額方式申購之投資標的為部分轉換，有關轉換後新投資標的之「基準淨值」悉依轉換當時新投資標的之淨值為準，轉換後「基準扣款金額」依轉換前原投資標的所設定之「基準扣款金額」作為日後增加或減少申購金額之基準。剩餘未轉換之原投資標的，其「基準淨值」及「基準扣款金額」仍按委託人指示轉換前就原投資標的所設定之條件辦理。

6.6 Change of settings

設定異動

- The Settlor may change the Standard Debit Amount, Increase and Decrease in the Net Value of the Investment Object and Debit Amount Markup (Markup) pursuant to Article 6 of Chapter 1 委託人得依第一章第六條約定自行異動所設定之「基準扣款金額」、「投資標的淨值漲(跌)幅」及「扣款金額減碼(加碼)幅」。
- The Settlor may change its instruction from dollar averaging to cost averaging and vice versa 委託人如原指示「定期不定額」方式投資，可異動指示為「定期定額」方式投資，反之亦可。
- The Settlor may not change its instruction from cost averaging to value averaging if the fund in which it

originally invests by way of cost averaging is not approved for whatever reason or is discontinued or its sale is suspended.

委託人原以定期定額方式投資之基金如因故成為未核備基金，或該基金暫停或停止銷售時，則不得異動指示為「定期不定額」。

6.7 Discontinuation of subscription or sale of dollar-averaging investment object

定期不定額委託投資標的暫停申購或停止銷售

If subscription or sale of any offshore fund subscribed for by the Settlor by way of value averaging is discontinued, the Settlor may continue its investment in it according to the original terms until it is redeemed in whole, provided it may not instruct the Trustee to raise the Standard Debit Amount set or change the Increase and Decrease in the Net Value of the Investment Object and Debit Amount Markup (Markup) set.

委託人以定期不定額方式申購境外基金，如該基金暫停申購或停止銷售，委託人得按原約定繼續投資至全部贖回為止，但不得指示增加設定之「基準扣款金額」及異動所設定之「投資標的淨值漲(跌)幅」及「扣款金額減碼(加碼)幅」。

7. Foreign Account Tax Compliance Act

美國外國帳戶稅收遵從法

7.1 Introduction

美國外國帳戶稅收遵從法案說明

1. For the purpose of complying with the FATCA, the Trustee and its overseas subsidiaries will adopt relevant measures in response to such act from July 1, 2014, which may impact the rights and interests of the Settlor/Beneficiary.

受託人及受託人海外分支機構為因應遵循美國外國帳戶稅收遵從法案(Foreign Account Tax Compliance Act, 以下簡稱 FATCA)事宜，將於 103 年 7 月 1 日開始配合採行相關措施以符合相關規範，相關措施可能影響委託人/受益人權益。

2. The Settlor/Beneficiary understands the Trustee will provide the Internal Revenue Service (“IRS”) with information on customers of the Trustee who are U.S. citizens, Green-card holders and other tax residents, as defined by U.S. tax laws, including the name, address, taxpayer identification number (TIN), information of substantial U.S. owners, account number, account balance or value, and gross global receipts and payments etc. of account holders with U.S. status.

委託人/受益人了解受託人將提供美國國稅局 (Internal Revenue Service, 以下同)關於受託人客戶中屬於美國公民、綠卡持有人或其他美國稅法定義之稅務居民之相關資訊，包括美國身分之帳戶持有人姓名、地址及納稅人識別碼 (Taxpayer Identification Number, 簡稱 TIN)、美國實質股東資訊、帳號、帳戶餘額或價值，及全球來源之收入總額或付款總額等資料。

- 7.1.2.1 The Settlor/Beneficiary shall provide the Trustee with a Form W-9 (Request for Taxpayer identification Number and Certification) required by the IRS if it is an individual that is a U.S. citizen, Green-card holder or U.S. tax resident or if it is a U.S. registered company or Taiwanese branch or office of a U.S. enterprise

若委託人/受益人為美國公民、綠卡持有人、美國稅務居民之個人；或為美國註冊之公司、美國企業在台之分公司或辦事處，應向受託人提供美國國稅局要求之 W-9 稅務表格 (Request for Taxpayer Identification Number and Certification)。

- 7.1.2.2 The Settlor/Beneficiary shall provide relevant non-U.S. identification forms, including, without limitation, W-8 forms, a photocopy of its I.D. card or passport, or Certificate of Loss of Nationality of the United States etc., if it is not an individual that is a U.S. citizen, Green-card holder or U.S. tax resident and not a U.S. registered company or Taiwanese branch or office of a U.S. enterprise.

若委託人/受益人非美國公民、綠卡持有人、美國稅務居民之個人；亦非為美國註冊之公司、美國企業之分公司或辦事處，委託人/受益人須提供非美國人之相關身分證明表單(包含但不限於 W-8 系列稅務表格、身分證影本、護照影本、美國棄籍證明等)。

- 7.1.2.3 The Settlor/Beneficiary must solely assume all direct, indirect and potential losses caused to itself by any untrue content of documents it presents to the Trustee, including, without limitation, IRS tax documents, declaration of FATCA status and relevant identification filed. The Trustee will not be responsible for such losses.

委託人/受益人提交予受託人之文件(包含但不限於填報之美國國稅局稅務文件、FATCA 身分別聲明及相關身分證明文件)若有不實將造成委託人/受益人之直接、間接或潛在之損失，委託人/受益人須自行承擔，受託人不負擔任何責任。

- 7.1.2.4 The elucidation in this article is not a tax or legal advice provided by the Trustee. The Settlor/Beneficiary shall seek advice from an accountant or lawyer if it has any legal or tax questions.

本條說明非屬受託人提供之稅務或法律建議，委託人/受益人如有任何稅務或法律上的問題，應自行洽詢會計師或律師提供建議。

7.2 Declaration of FATCA status

1. Declaration of U.S. tax resident

美國稅務居民聲明

The Settlor/Beneficiary understands and agrees it is under an obligation to advise the Trustee truthfully of its status under the FATCA and further agrees to sign and furnish Form W-9 required by the IRS to the Trustee to establish the FATCA status of the Settlor/Beneficiary if the Settlor/Beneficiary is a U.S. tax resident, U.S. entity, U.S. institution or organization or other FATCA-regulated status.

委託人/受益人了解並同意就其 FATCA 身分別對受託人有據實告知之義務，如委託人/受益人具美國稅務居民、美國法人、美國機構或組織等 FATCA 法案規範之身分，則委託人/受益人同意簽署並提供受託人美國國稅局所要求之 W-9 稅務表格俾以證明委託人/受益人的 FATCA 身分。

2. Obligation to notify changes to the FATCA status and status information

美國 FATCA 身分別及身分資料變更之通知義務

The Settlor/Beneficiary has the obligation to notify the Trustee truthfully of its FATCA status. It shall therefore give written notice to the Trustee on its own initiative, with the amended information and supporting documents provided, within 30 days of any change to any of the following items. The Trustee will list the Settlor/Beneficiary's account as a recalcitrant account under the FATCA and may withhold 30% U.S. tax from the funds in the Settlor/Beneficiary's FATCA-regulated financial account pursuant to the FATCA, and may further terminate prematurely according to the contracts all contracts, accounts and the business relationship with the Settlor/Beneficiary and also services provided to the Settlor/Beneficiary in connection with FATCA-regulated financial products, if the Settlor/Beneficiary fails to perform the above-mentioned obligation or provide documents supporting its FATCA status

基於委託人/受益人就其 FATCA 身分別對受託人所負擔實告知之義務，若下列任一款所列事項內容有任何變動，委託人/受益人應於 30 日內主動以書面通知及提供變更後之資料及證明文件予受託人。委託人/受益人如未能履行前述據實告知義務或委託人/受益人未能配合提供「表示委託人/受益人 FATCA 身分別的相關文件」，受託人即依 FATCA 規定將委託人/受益人帳戶列為 FATCA 「不合作帳戶」(Recalcitrant Account)而得自存入委託人/受益人名下屬 FATCA 法案所規範金融商品特定帳戶之款項中扣繳百分之三十(30%)之美國稅款，受託人並得依約對委託人/受益人提前終止所有屬 FATCA 法案規範金融商品之契約、帳戶、往來業務關係及提供之相關服務。

7.2.2.1 Declaration of FATCA status of the Settlor/Beneficiary

委託人/受益人所為 FATCA 身分別聲明。

7.2.2.2 U.S. tax or filing forms signed by the Settlor/Beneficiary (including W-9 and W-8BEN/W-8BEN-E) or other forms relevant to FATCA filing.

經委託人/受益人簽署之美國稅務或申報表格(含 W-9、W-8BEN/W-8BEN-E)或其他與 FATCA 申報相關之表格。

7.2.2.3 Documents supporting the FATCA status of the Settlor/Beneficiary

表示委託人/受益人 FATCA 身分別的相關文件。

7.3 Filing of FATCA compliant accounts

FATCA 遵循帳戶資料之申報

1. The Settlor/Beneficiary has read carefully the provisions of Chapter 5 of this Agreement, on notice of use of personal information, and understands and agrees the Trustee may, for purposes of FATCA compliance, collect, process, use and transmit internationally FATCA-regulated filing information, including, without limitation, the Settlor/Beneficiary's name, nationality, passport number, date of birth, means of communication, U.S. tax number (generally referring to the SSN), information on U.S. shareholders etc. The Settlor/Beneficiary further understands the period, areas and ways of the Trustee's use, and also users, of the Settlor/Beneficiary's personal information, the rights exercisable by the Settlor/Beneficiary and ways to exercise them, and the impact on the Settlor/Beneficiary's rights and interests if it does not provide its personal information. Where the Settlor/Beneficiary delivers personal information of third person or, in the event the Settlor/Beneficiary is an entity, delivers personal information of its responsible person, directors and supervisors, officers, relevant employees, authorized personnel, guarantors and security providers etc. to the Trustee, the Settlor/Beneficiary will provide or explain the above-mentioned provisions of this Agreement on notice of use to the above parties whose personal information is delivered to keep them informed and fully aware.

委託人/受益人已詳細閱讀本 OBU 信託總約定書第五章個人資料運用告知事項所載條款，了解並同意受託人為遵循 FATCA 之必要，蒐集、處理、利用與國際傳輸 FATCA 規範之申報資料，包含但不限於委託人/受益人之姓名、國籍、護照號碼、出生年月日、通訊方式、美國稅籍編號(一般即為美國社會安全碼 SSN)、美國股東相關資料等。委託人/受益人並已了解有關受託人對委託人/受益人個人資料利用之期間、地區、對象及方式、委託人/受益人得行使之權利及方式，以及委託人/受益人如不提供對委託人/受益人權益之影響。如委託人/受益人交付委託人/受益人以外第三人之個人資料或委託人/受益人為法人而向受託人交付負責人、董監事、經理人、相關員工、授權人員、保證人及擔保物提供者等之個人資料時，委託人/受益人會向該個人資料之當事人提供或說明本 OBU 信託總約定書前述告知條款，以使其受告知並充份知悉。

2. The Settlor/Beneficiary agrees the Trustee may, where necessary, obtain supporting documents from it to verify its identity and further authorizes the Trustee to present originals of documents and information on (including the declaration of) the Settlor/Beneficiary's FATCA status or deliver copies of such information to

tax withholders under U.S. tax laws on behalf of the Settlor/Beneficiary for verification of the Settlor/Beneficiary's declared status.

委託人/受益人同意受託人於必要時得向委託人/受益人取得相關證明文件核對身分，並授權受託人得代理委託人/受益人向美國稅法的扣繳義務人出示有關委託人/受益人 FATCA 身分別之文件資料(含聲明書)正本或交付該等資料之複本以確認委託人/受益人聲明身分。

3. The Settlor/Beneficiary authorizes the Trustee to directly debit any taxes and fees which the Settlor/Beneficiary shall bear pursuant to the FATCA other than the transaction amount from any account to be paid or returned to the Settlor/Beneficiary or the savings account of the Settlor/Beneficiary with the Trustee, without prior notice.

委託人/受益人如依 FATCA 法案規定，致應於交易金額外負擔相關稅捐及費用，委託人/受益人茲授權受託人得無須事先通知逕自應支付或返還予委託人/受益人之任一帳款或委託人/受益人於受託人之存款帳戶中扣除抵償。

8. Guidelines on Anti-money Laundering (“AML”) and Countering of the Financing of Terrorism (“CFT”)

防制洗錢及打擊資恐注意事項

- 8.1 For purposes of anti-money laundering and countering terrorism financing by the Trustee, each of the Settlor/Beneficiary/any other natural person exercising ultimate effective control over the trust and Related Parties (including but not limited to any legal representative, responsible person, authorized person, authorized signatory, ultimate beneficial owner, individual who exercises control over another entity, hereinafter referred to as the “Related Parties”) agrees that the Trustee may take the following measures in accordance with the requirements under “Money Laundering Control Act”, Counter-Terrorism Financing Act”, “Regulations Governing Anti-Money Laundering of Financial Institutions”, “Directions Governing Internal Control System of Anti-Money Laundering and Countering Terrorism Financing of Banking Sector and Electronic Payment Institutions as well as Electronic Stored Value Card Issuers”, “Template of Directions Governing Anti-Money Laundering and Countering the Financing of Terrorism of Banks”, “Template of Directions Governing Anti-Money Laundering and Countering the Financing of Terrorism of Trust Enterprises” and related regulations regarding anti-money laundering and Countering terrorism financing. (Any amendment for the name or the content of the mentioned regulations would not influence the effectiveness.) Any damage or adverse impact suffered by the Settlor/Beneficiary resulting from the Trustee's compliance with this Article shall be borne by the Settlor/Beneficiary / any other natural person exercising ultimate effective control over the trust and the Trustee shall not be held liable therefor. The terms ultimate beneficial owner and individual who exercises control over another entity shall have the meaning as defined in the “Template of Directions Governing Anti-Money Laundering and Countering the Financing of Terrorism of Trust Enterprises”.

委託人/受益人/有效控制帳戶之人及前述主體的關聯人(包含但不限於法定代理人、被授權人、負責人、有權簽章人、法人之實質受益人、對法人行使控制權之人，以下合稱關聯人)同意受託人為防制洗錢及打擊資助恐怖主義之目的得依「洗錢防制法」、「資恐防制法」、「金融機構防制洗錢辦法」、「銀行業及電子支付機構電子票證發行機構防制洗錢及打擊資恐內部控制要點」、「銀行防制洗錢及打擊資恐注意事項範本」及「中華民國信託商業同業公會信託業防制洗錢及打擊資恐注意事項範本」以及防制洗錢、打擊資恐相關法令之規定(該等法令如有更名或修正，亦同。)進行以下措施，受託人依本條辦理若致委託人/受益人發生損害或承受不利益者，均由委託人/受益人/有效控制帳戶之人自行承擔，受託人不負損害賠償責任；前述法人之實質受益人及對法人行使控制權之人之定義悉依「中華民國信託商業同業公會信託業防制洗錢及打擊資助恐怖主義注意事項範本」之規定辦理。

- 8.2 For the establishment of the trust procedure, the trustee may request the Settlor/Beneficiary to provide the information required for the review. If the Settlor / Beneficiary / any other natural person exercising ultimate effective control over the trust/ Related Parties refuses to provide information or is the individual/ corporate / group subject to economic sanctions or specified in Terrorism Financing Control Act after reviewing, or a terrorist / terrorist group identified or traced by a foreign government or an international organization, the trustee may immediately cease its business or terminate the terms of this agreement.

受託人受理成立信託程序，得請委託人/受益人提供審查所需之資料，若委託人/受益人/有效控制帳戶之人/關聯人拒絕提供、或經審查為受經濟制裁或資恐防制法指定之個人、法人或團體，以及外國政府或國際組織認定或追查之恐怖分子或團體時，受託人得立即停止業務往來或逕行終止本約定書下各項約定條款。

- 8.3 Upon discovery that the Settlor/Beneficiary / any other natural person exercising ultimate effective control over the trust and Related Parties is an individual, corporate or group subject to economic sanctions or specified in Terrorism Financing Control Act or a terrorist / terrorist group identified or traced by foreign governments or international anti-money laundering organization, the Trustee may suspend all transactions and business relations under this Agreement without separate notice to the Settlor/ Beneficiary. The Trustee may also terminate the terms of this Agreement; provide, that the Trustee is required to give sixty (60) days' prior written notice to the Settlor/Beneficiary prior to termination thereof.

受託人於發現委託人/受益人/有效控制帳戶之人/關聯人為受經濟制裁或資恐防制法指定之個人、法人或團體，以及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時，得逕行暫時停止本約定書所載各項交易與業務關係而無須另行通知委託人/受益人；受託人並得終止本約定書下各項約定條款，惟受託人須於發生終止效力 60 日(含)前以書面通知委託人/受益人。

- 8.4 During the regular or ad hoc review of the identity of the Settlor/Beneficiary/ any other natural person exercising

ultimate effective control over the trust and Related Parties or when necessary (including but not limited to: suspicion of its involvement in illegal activities, money laundering, financing of terrorist activities or special cases involving illegalities under press coverage, etc.), the Trustee may request that, within sixty (60) days after receipt of notice from the Trustee, the Settlor/Beneficiary/ any other natural person exercising ultimate effective control over the trust provide personal (including that of the Settlor/Beneficiary /any other natural person exercising ultimate effective control over the trust and Related Parties) or corporate information, information regarding ultimate beneficial owner and individual who exercises control over another entity, or explanation regarding the nature and purpose of the transaction or source of funds, in each case as necessary for such review. If the Settlor/Beneficiary /any other natural person exercising ultimate effective control over the trust fails to provide the above information before the above deadline, the Trustee may suspend the transactions and business relationship under this Agreement or terminate the terms of this Agreement by written notice whereupon termination shall become effective upon delivery of such written notice.

受託人於定期或不定期審查委託人/受益人/有效控制帳戶之人/關聯人身分作業或認為必要時(包括但不限於：懷疑客戶涉及非法活動、疑似洗錢、資恐活動、或媒體報導涉及違法之特殊案件等)，得要求委託人/受益人/有效控制帳戶之人於接獲受託人通知後60日(含)內提供審查所需之必要個人(含委託人/受益人/有效控制帳戶之人/關聯人)資訊或公司資料、法人戶之實質受益人或對其行使控制權之人的資訊、或對交易性質與目的或資金來源進行說明，委託人/受益人/有效控制帳戶之人逾期仍不履行者，受託人得以書面暫時停止本約定書所載之各項交易與業務關係、或終止本約定書下之各項約定條款，並於終止之書面通知到達時發生效力。

Co. Minutes of Directors' Meeting / 公司董事會決議錄

1. Time 時間:

2. Place 地點:

3. Directors present 出席董事:

4. President 主席:

Recording Secretary 記錄:

The president announces a quorum is present.

主席宣佈出席董事已達法定開會人數。

5. Issues for discussion 討論事項:

Issue: Opening of a trust account of the Company with CTBC Bank Offshore Banking Unit ("Party A").

案由: 有關本公司於中國信託商業銀行國際金融業務分行(以下簡稱為甲方)開立信託帳戶事宜。

Resolved 決議:

1. The following personnel and their successors (as notified to Party A in writing) are hereby authorized as the authorized personnel of the Company

茲授權本公司下列人員及繼任其職務之人(但經業以書面通知甲方者為限)為本公司之有權人員:

Name/姓名

Title/職稱

Signature specimen/簽字式樣

<u>Name/姓名</u>	<u>Title/職稱</u>	<u>Signature specimen/簽字式樣</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

The Company hereby appoints and authorizes the above personnel to act as valid signatories for the trust account which the Company opens with CTBC Bank Offshore Banking Unit and enter into all transactions for trust investment on behalf of the Company, including investment, redemption, conversion etc. The opening, management, settlement of accounts etc. of the above trust account are governed by the relevant policies and regulations of Party A.

本公司現委任及授權上列人士作為本公司在中國信託商業銀行國際金融業務分行所開立之信託帳戶的有效簽署人，並代表本公司簽署信託投資之各項交易，包括投資、贖回、轉換等。該等帳戶之開立、管理、結清等事宜均應依甲方之相關政策及規定辦理。

2. No change to the above authorized personnel of the Company or their signature specimens will be effective against Party A unless formally notified by the Company to Party A in writing.

有關本公司前述有權人員或其簽章式樣之變更，除本公司另以書面正式通知甲方外，對甲方不生效力。

3. The above resolutions will continue in force and effect unless the board of directors of the Company resolves to revoke or amend them and such resolution, the content of which shall have been proven to be true, is formally notified to Party A

前述決議事項除經本公司董事會另以決議撤銷或變更，並經證明屬實之決議內容正式通知送達甲方外，均繼續有效。

6. The meeting is adjourned 散會

President 主席:

(Signature) (簽章)

Recording Secretary 紀錄:

(Signature) (簽章)

Company seal 公司章

Consent to OBU Master Trust Agreement (V10) 2018/03

OBU 信託總約定書約定條款同意書(第十版) 107/03

To: CTBC Bank Offshore Banking Unit

此致：中國信託商業銀行國際金融業務分行

The undersigned (Settlor/Beneficiary) has carefully reviewed within a reasonable period and fully understands and agrees the contents of the terms of this Agreement and acknowledges receipt of this Agreement.

立同意書人（委託人/受益人）茲已於合理期間審閱、完全明瞭且同意本 OBU 信託總約定書各項約定所載之相關內容，並確認業已收執本 OBU 信託總約定書。

The undersigned (Settlor/Beneficiary) has carefully reviewed within a reasonable period and fully understands and agrees the contents of the terms of this Agreement.

立同意書人（委託人/受益人）茲已於合理期間審閱、完全明瞭且同意下述約定條款所載之相關內容：

1. Agreement on Non-discretionary Money Trust Investments in Domestic and Foreign Securities
特定金錢信託投資國內外有價證券信託契約
2. Terms of Trust through Voice Mail, the Internet, Telephone Service Personnel and Other Means (Applicable to Trust Transactions Conducted by the Settlor)
電話語音、電腦網路、電話理財服務人員暨其他方式辦理信託之約定條款(適用於委託人所辦理之各項信託業務)
3. Special Provisions
特別約定事項
4. Channels for Customer Complaints
客戶申訴處理管道
5. Notice of Use of Personal Information
個人資料運用告知事項
6. Terms of Value Averaging Investment in Domestic and Foreign Securities
定期不定額委託投資國內外有價證券約定條款
7. Foreign Account Tax Compliance Act
美國外國帳戶稅收遵從法
8. Guidelines on Anti-money Laundering (“AML”) and Countering of the Financing of Terrorism (“CFT”)
防制洗錢及打擊資恐注意事項

Where information provided by the Settlor to CTBC Bank includes personal information of a third person, the Settlor acknowledges and agrees to cause the third person in an appropriate manner to acknowledge that its personal information will be made available to CTBC Bank for collection processing and use within the scope of notice in Chapter 5.

若委託人提供予中信銀之資料包含委託人以外第三人之個人資料時，委託人知悉並同意即以適當方式使該第三人知悉其個人資料會提供予中信銀於第五章告知內容之範圍內，進行蒐集、處理或利用。

The Settlor/Beneficiary agrees the Trustee may provide information on various businesses, financial products and services and send information on sales, marketing and promotional activities

委託人/受益人同意 受託人提供各項業務、金融商品或服務的相關訊息，及寄送各項業務之消費、行銷或優惠活動訊息。

The legal representative of the Settlor/Beneficiary agrees the Settlor may conduct the above business with the Bank, i.e. permits the Settlor/Beneficiary to transfer and deliver the trust fund, apply for conversion, redemption, withdrawal and others, makes changes, gives instructions and performs related legal acts. The legal representative may not withdraw or revoke this Consent. This Consent is hereby given as above.

委託人/受益人之法定代理人茲同意委託人於貴行辦理前述相關業務，亦即允許委託人/受益人得為信託資金移轉交付、加入及嗣後辦理各項轉換、贖回、退出及其他申請、異動或指示等相關法律行為，且法定代理人不得將此同意撤回或撤銷，特立此同意書。

- **The Settlor/Beneficiary agrees to comply with the above terms in its trust transactions with the Bank and acknowledges receipt of a copy of such terms.**
- **To protect your rights and interests, you are advised to read each of the terms carefully after they are fully explained to you by a Bank officer, not to sign this Agreement until you fully understand the terms, and pay attention to announcements made on the Bank website from time to time after signing this Agreement. In the event of amendment to this Agreement, the Bank will give notice in the manner prescribed by this Agreement.**

委託人/受益人於貴行辦理信託，茲同意遵守前述條款內容，並確認業已收執該相關約定條款乙份。

為保障您的權益，於本行人員對您充分說明後，建議您確實詳讀每一約款，並於充分瞭解後，始簽訂本 OBU 信託總約定書，並於簽訂後，應隨時注意本行網站上之公告事項，如本 OBU 信託總約定書內容變更，本行將依本 OBU 信託總約定書規定方式通知。

Settlor/Beneficiary:

委託人/受益人 _____

Signed personally (or stamped the seal a specimen impression of which has been registered with the Bank)

親簽(或蓋信託原留印鑑)

I.D. no./Company I.D

身分證字號/營利事業統一編號：_____

Address

住 址：_____

Trustee: CTBC Bank Offshore Banking Unit

受託人：中國信託商業銀行國際金融業務分行

Address: 168 Jingmao 2nd Road, Nangang, Taipei 115

地址：115 臺北市南港區經貿二路 168 號

核對：_____

經辦：_____

_____ Date/日期 ____year/年 ____month/月 ____day/日

Consent to OBU Master Trust Agreement (V10) 2018/03

OBU 信託總約定書約定條款同意書(第十版) 107/03

此致：中國信託商業銀行國際金融業務分行

To: CTBC Bank Offshore Banking Unit

立同意書人（委託人/受益人）茲已於合理期間審閱、完全明瞭且同意本 OBU 信託總約定書各項約定所載之相關內容，並確認業已收執本 OBU 信託總約定書。

The undersigned (Settlor/Beneficiary) has carefully reviewed within a reasonable period and fully understands and agrees the contents of the terms of this Agreement and acknowledges receipt of this Agreement.

立同意書人（委託人/受益人）茲已於合理期間審閱、完全明瞭且同意下述約定條款所載之相關內容：

The undersigned (Settlor/Beneficiary) has carefully reviewed within a reasonable period and fully understands and agrees the contents of the terms of this Agreement.

1. Agreement on Non-discretionary Money Trust Investments in Domestic and Foreign Securities
特定金錢信託投資國內外有價證券信託契約
2. Terms of Trust through Voice Mail, the Internet, Telephone Service Personnel and Other Means (Applicable to Trust Transactions Conducted by the Settlor)
電話語音、電腦網路、電話理財服務人員暨其他方式辦理信託之約定條款(適用於委託人所辦理之各項信託業務)
3. Special Provisions
特別約定事項
4. Channels for Customer Complaints
客戶申訴處理管道
5. Notice of Use of Personal Information
個人資料運用告知事項
6. Terms of Value Averaging Investment in Domestic and Foreign Securities
定期不定額委託投資國內外有價證券約定條款
7. Foreign Account Tax Compliance Act
美國外國帳戶稅收遵從法
8. Guidelines on Anti-money Laundering (“AML”) and Countering of the Financing of Terrorism (“CFT”)
防制洗錢及打擊資恐注意事項

Where information provided by the Settlor to CTBC Bank includes personal information of a third person, the Settlor acknowledges and agrees to cause the third person in an appropriate manner to acknowledge that its personal information will be made available to CTBC Bank for collection processing and use within the scope of notice in Chapter 5.

若委託人提供予中信銀之資料包含委託人以外第三人之個人資料時，委託人知悉並同意即以適當方式使該第三人知悉其個人資料會提供予中信銀於第五章告知內容之範圍內，進行蒐集、處理或利用。

The Settlor/Beneficiary agrees the Trustee may provide information on various businesses, financial products and services and send information on sales, marketing and promotional activities

委託人/受益人同意 受託人提供各項業務、金融商品或服務的相關訊息，及寄送各項業務之消費、行銷或優惠活動訊息。

The legal representative of the Settlor/Beneficiary agrees the Settlor may conduct the above business with the Bank, i.e. permits the Settlor/Beneficiary to transfer and deliver the trust fund, apply for conversion, redemption, withdrawal and others, makes changes, gives instructions and performs related legal acts. The legal representative may not withdraw or revoke this Consent. This Consent is hereby given as above.

委託人/受益人之法定代理人茲同意委託人於貴行辦理前述相關業務，亦即允許委託人/受益人得為信託資金移轉交付、加入及嗣後辦理各項轉換、贖回、退出及其他申請、異動或指示等相關法律行為，且法定代理人不得將此同意撤回或撤銷，特立此同意書。

- **The Settlor/Beneficiary agrees to comply with the above terms in its trust transactions with the Bank and acknowledges receipt of a copy of such terms.**
委託人/受益人於貴行辦理信託，茲同意遵守前述條款內容，並確認業已收執該相關約定條款乙份。
- **To protect your rights and interests, you are advised to read each of the terms carefully after they are fully explained to you by a Bank officer, not to sign this Agreement until you fully understand the terms, and pay attention to announcements made on the Bank website from time to time after signing this Agreement. In the event of amendment to this Agreement, the Bank will give notice in the manner prescribed by this Agreement.**

為保障您的權益，於本行人員對您充分說明後，建議您確實詳讀每一約款，並於充分瞭解後，始簽訂本 OBU 信託總約定書，並於簽訂後，應隨時注意本行網站上之公告事項，如本 OBU 信託總約定書內容變更，本行將依本 OBU 信託總約定書規定方式通知。

Settlor/Beneficiary:

委託人/受益人 _____

Signed personally (or stamped the seal a specimen impression of which has been registered with the Bank)

親簽(或蓋信託原留印鑑)

I.D. no./Company I.D

身分證字號/營利事業統一編號： _____

Address

住 址： _____

Trustee: CTBC Bank Offshore Banking Unit

受託人：中國信託商業銀行國際金融業務分行

Address: 168 Jingmao 2nd Road, Nangang, Taipei 115

地址：115 臺北市南港區經貿二路 168 號

核對： _____

經辦： _____

_____ Date/日期 _____ year/年 _____ month/月 _____ day/日

本表格永久保存

客戶保管聯

Undertaking of Confidentiality of Information of Customers of CTBC Holding and Subsidiaries

中國信託金融控股股份有限公司及其子公司客戶資料保密承諾

CTBC Holding and all its subsidiaries understand that besides anticipating consulting and quality services in regard to financial products, you are even more concerned as to whether we have strict measures in place to protect your personal information when you transact with you:

中國信託金融控股股份有限公司暨所屬各子公司均瞭解，當您與我們往來時，除了期望可獲得金融產品的各項業務諮詢及優質服務外，您更關心我們對您個人資料是否採行嚴密保護措施。我們對於客戶資料保密提供下列承諾：

1. Depending on the services concerned, we will ask for your personal information such as name, I.D. number, date of birth, address and other required information; we will also know information on your account affairs, credit, investments and insurance etc. We will not disclose your information that is not in the public domain to third persons without your consent or authorization or unless otherwise required by law.
我們依服務內容的需要，會請您提供個人資料，如：姓名、身分證統一編號、生日、住址及其他相關必要資料；或因服務之提供而瞭解您的帳務、信用、投資或保險等資料。除非經過您的同意、授權或是因其他法律上的規定，我們不會將您非公開之資料透露給我們之外之第三者。
2. We will store all your personal information that we have obtained from you in our data processing system and implement strict protective measures against access by unauthorized personnel. Our personnel have all undergone complete education on data secrecy of the company and fully understand it is each of our members' fundamental duty to maintain confidentiality of customer information, which you are concerned about. Any of our personnel in violation of this Undertaking will be subjected to punishment according to applicable laws and regulations as well as our internal rules.
我們取得您的資料後，將完整儲存於我們的資料處理系統中，並以嚴密保護措施防止未經授權人員之接觸。同時我們的人員均接受公司完整的資訊保密教育，充分瞭解客戶資料之保密是我們每一個成員的基本責任，亦是您所關心的一件事，我們的任何一個人員若有違反客戶資料保密承諾將接受相關法規及我們內部規定之處分。
3. To protect the integrity and safety of your personal information, the processing system storing your personal information has been properly maintained and conforms to the strict requirements of the competent authority, in order to protect your personal information against undue procurement or damage.
為了保護您個人資料的完整及安全，保存您個人資料處理系統均已接受妥善的維護，並符合相關主管機關嚴格的要求，以保障您個人資料不會被不當的取得或破壞。
4. We collect and use your information only to the extent necessary for offering good service and business, unless laws and regulations specifically provide otherwise.
除法令有特別規定外，我們對您資料的蒐集與使用，只限於為提供良好服務及業務之必要範圍內為之。
5. We will maintain strict secrecy of your information and comply with the applicable laws and regulations when we provide you with information on products and services produced or provided by other reputable companies that pay attention to the safety of customer information.
當我們提供您由其他信譽良好且注重客戶資料安全的公司，所生產或提供的產品及服務資訊時，我們會嚴加保護您資料的保密並恪遵相關法令規定。
6. Where it is necessary for us to engage the service of a third person to meet business needs, we will strictly demand their compliance with our undertaking of confidentiality of customer information and adopt the necessary inspection procedure to confirm such compliance.
我們因業務需求有必要委託第三者提供服務時，我們會嚴格要求他們遵守我們的客戶資料保密承諾，並且採取必要檢查程序以確定他們將確實遵守。
7. When we exchange information with reputable credit investigation institutions or the Bills Clearing House for

purposes of credit investigation or risk control, we will do so with discretion and care.

當我們為了信用調查、風險控管之用途，與信譽良好的徵信查詢機構或票據交換所交換資料時，一定會抱持審慎及嚴謹的態度來處理。

8. We will by no means share with or disclose to any third person your medical and health information for marketing purposes.
我們絕不會為行銷目的而交互運用或向任何第三者揭露您的醫療及健康資訊。
9. When you find that revision of your personal information is required, you may, subject to verification of your identity, proceed with correction and revision through channels made available by us.
當您發現個人資料需修改時，經過身分認證無誤後，您可透過我們提供的服務管道來更正、修改。
10. You have the right to remove your name from the joint marketing list at any time through channels made available by us.
您有權於任何時間透過我們所提供之管道從共同行銷名單上移除自己的名字。
11. This Undertaking will be published on the website of CTBC Holding and business premises of all its subsidiaries to enable you to understand the specific measures we take to maintain secrecy of customer information.
本保密承諾將另行公佈於中國信託金融控股股份有限公司網站暨所屬各子公司之營業處所，以確實讓您瞭解我們對客戶資料保密工作之具體措施。

Customer particulars (entity)
客戶基本資料(法人版)

Company I.D./I.D. no.: 統一編號/身分證字號	Business license no: 營業執照號碼
Name 戶名：	
Address 住址：	
Responsible person 負責人：	I.D. no 身分證號碼：
Date of birth 出生日期：	year/年 month/月 day/日
Sex 性別： <input type="checkbox"/> M 男 <input type="checkbox"/> F 女	Company phone 公司電話：()
Current Home phone 現居地電話：()	Mobile phone 行動電話：
Annual business turnover 公司年營業收入：	萬
Investment experience and knowledge 投資經驗與知識：(Check more than one) (複選)	
<input type="checkbox"/> Time deposit 定存 <input type="checkbox"/> Insurance 保險 <input type="checkbox"/> Fund 基金 <input type="checkbox"/> Structured note 連動債 <input type="checkbox"/> Stock 股票 <input type="checkbox"/> Futures 期貨	
<input type="checkbox"/> Real estate 房地產 <input type="checkbox"/> Overseas investment 海外投資 <input type="checkbox"/> Foreign currency 外幣 <input type="checkbox"/> House loan 房貸	
<input type="checkbox"/> Credit loan 信貸 <input type="checkbox"/> Debit card 現金卡 <input type="checkbox"/> Corporate loan 企業貸款 <input type="checkbox"/> Others 其他 <input type="checkbox"/> Nil 無	

CTBC OBU Trust Signature Specimen Card

中國信託商業銀行 OBU 信託專用印鑑卡

本卡資料永久保存

CUSTOMER/ENGLISH 委託人名稱/英文		RESPONSIBLE OFFICER 負責人姓名	
BUSINESS REG NO./ID CARD 統一編號/身分證字號：			
(右列為信託部填寫) 啟用日 _____ 主管 _____ 經辦 _____ 註銷日 _____ 經辦 _____			
(一)SIGNATURE SPECIMEN 簽章樣本		(二)SIGNATURE SPECIMEN 簽章樣本	
I agree the above seal is valid when used in the following manner 本人同意上列印鑑以 <input type="checkbox"/> any one 壹式憑壹式 <input type="checkbox"/> either one 貳式憑壹式 <input type="checkbox"/> any two 貳式憑貳式 <input type="checkbox"/> others 其他： _____ 為有效			
<u>Seal Agreement 印鑑約定／授權書</u>			
The seal or signature shown on the reverse side will be used in all transactions associated with the trust accounts which I/The Company has opened with the Bank. 本人/本公司於 貴行開立信託帳戶，嗣後凡辦理或往來上開業務，悉依背面之印鑑或簽名式樣為憑。 I/The Company agrees that with the exception of amounts to be indicated in words, alterations and corrections of legally important items will be valid when signed and sealed with either set of signature/seals agreed between the Parties. 茲同意除大寫金額文字外，有關法定要項之塗改更正處，概憑雙方約定使用印鑑中之任一組簽蓋即生效力，若因此造成任何相關損失，本人/本公司願自負其責。			
To 此 致 CTBC Bank Offshore Banking Unit 中國信託商業銀行國際金融業務分行			
_____ Authorized Signature 有權人簽章(請蓋公司登記印章及代表人親簽) Authorized Signature (to be stamped the registration seal of the company and personally signed by the representative)			
對保日期 _____ 主管 _____ 核對 _____ 經辦 _____			