

## 存款總約定書

### GENERAL AGREEMENT FOR DEPOSITS

致：香港商東亞銀行有限公司（下稱「貴行」）

To：The Bank of East Asia, Limited (the "Bank")

茲就本人／公司／行號（下稱「存款人」）與 貴行之各項存款帳戶往來（包括各種幣別、期限、種類之存款帳戶之開立及款項存提等事宜），謹同意於其適用範圍內，均遵守下列各項約定（下稱「本約定書」）：

With reference to the transactions in connection with our various account(s) with the Bank, including the opening of deposit account(s) of any type, with any tenor, in any currency, and the deposit thereto and the withdrawal or transfer therefrom, I/we (the "Depositor") hereby agree to be bound by, to the fullest extent possible, the following terms and conditions (the "Agreement"):

#### 一、一般約定事項

#### I. GENERAL TERMS AND CONDITIONS.

##### 1. 存款

- (1) 貴行有權決定其開辦收受存款帳戶之種類及性質。
- (2) 存款人於台北國際金融業務分行開立之帳戶以外幣帳戶為限。
- (3) 對存入存款帳戶資金或票據之種類及形式，貴行有權決定是否接受。存款人存入他行付款之票據時，貴行對該票據之處理係代收性質，存入之票據須俟 貴行實際收訖相關款項後方可起息或支用，且 貴行對往來銀行或其代理人之故意或過失行為，無需負任何責任。
- (4) 對各種帳戶及服務，貴行得隨時規定收費標準及最低存款金額。存款人得參見於 貴行營業廳及/或網站所公告之內容。

收費標準：

類別	收費
台幣匯出匯款	每筆匯款金額 ≤ 200 萬：收取手續費 30 元 每筆匯款金額 > 200 萬：每逾 100 萬元，加收 10 元
外幣匯出匯款	每筆手續費：NTD 400(國際金融業務分行：USD 15) 電報費：NTD 400(國際金融業務分行：USD 15)
外幣匯入匯款	每筆手續費：NTD 300(國際金融業務分行：USD 15)
開立台銀支票	面額未滿新台幣一百萬元者：NTD 400 面額新台幣一百萬元以上者：NTD 200
存款不足退票違約金	每張 200 元
註記退票記錄	每張 150 元

- (5) 如經 貴行單方認定存款人為受經濟制裁、外國政府或國際洗錢防制組織認定或追查之恐怖分子或團體者，貴行得拒絕開戶之申請、拒絕業務往來或逕行關戶；另對於不配合定期審視、對交易之性質與目的或資金來源不願配合說明之存款人，貴行得暫時停止交易，或暫時停止或終止一部或全部帳戶往來關係。
- (6) 存款人於 貴行之存款於存款保險條例規範之存款項目範圍內，受中央存款保險公司之存款保險保障。

##### 1. DEPOSITS.

- (1) The Bank may from time to time decide the types and nature of the deposits to be accepted by it.
- (2) The account(s) to be opened with the Bank's Offshore Banking Branch are limited to foreign currency account(s).
- (3) The Bank has the right to decide whether or not to accept the kinds and forms of funds or negotiable instruments to be deposited. Deposits of cheques drawn on other banks are accepted subject to collection. **The Bank shall not be obligated to pay/credit the same or pay interest thereon unless and until payment is actually received by the bank and the bank shall not be responsible for any misconduct or negligence of a correspondent bank or its agent.**
- (4) The Bank may from time to time set fee schedules and minimum balance requirements for various types of services and accounts. The Depositor may refer to the information declared in the bank's places of business and/or website.

Fee schedules：

Category	Charges Scale
Outward remittance in NTD	NTD 30 will be collected for remittance amount within NTD 2,000,000 ; additional NTD 10 Will be charged for every additional NTD 1,000,000
Outward remittance in Foreign Currency	Commission : NTD 400 (OBU Branch : USD 15) Cable charge : NTD 400 (OBU Branch : USD 15)
Inward remittance in Foreign Currency	Commission : NTD 300(OBU Branch : USD 15)
Bank Draft – Bank of Taiwan only	Cheque amount below NTD 1,000,000 : NTD 400 Cheque amount above NTD 1,000,000 : NTD 200
Cheque returned for reason of insufficient funds	NTD 200
For redemption	NTD 150

- (5) The Bank may reject an account opening application and/or any transaction or unilaterally close the account at its discretion if the Bank determines that the Depositor is, or has been, subject to economic sanctions or has been determined to be, or is under the investigation by a foreign government or international anti-money laundering organizations as being, a terrorist or a terrorism organization. For the Depositor who does not co-operate in regular reviews or in explaining the nature and purpose of the transaction or the source of the funds upon request by the Bank, the Bank may temporarily suspend transaction or temporarily cease or terminate the business relationship in whole or in part with the Depositor.

- (6) The Depositor's deposits with the Bank are insured by deposit insurance provided by the Central Deposit Insurance Corporation in accordance with the Deposit Insurance Act and its relevant regulations.
2. 提 款  
除與 貴行另有約定外，存款人取款須以支票(如為支票存款戶)及/或取款憑條(如為非支票存款戶)加蓋存款人留存 貴行之簽名及(或)印章式樣並經 貴行核驗無誤後為之。支票或取款憑條上之簽章如有偽造、仿冒、變造等情事，倘 貴行已盡善良管理人之注意義務仍無法辨識而付款時， 貴行無需對存款人因此所發生之損失負賠償責任。存款人之授權簽字人員及其簽名及/或印章式樣如有變更時，除 貴行已實際收到存款人之書面通知外，對 貴行不生效力。
2. WITHDRAWALS.  
Unless otherwise agreed by the Bank, withdrawals are permitted only by cheques (for checking accounts) or withdrawal slips (for non-checking accounts) affixed with signature(s) and/or chop(s) conforming to the signature/chop specimen registered with the Bank and duly verified by the Bank. **The Bank shall not be responsible for any losses to the Depositor resulting from forgery, counterfeiting or alteration of signature/chop on cheques or withdrawal slips which cannot be ascertained by the Bank through the exercise of the reasonable care of a good administrator. No change in any authorized signatory of the Depositor or any change in the signature/chop specimen thereof shall be binding on the Bank unless and until notice thereof is actually received by the Bank in writing.**
3. 國外匯入匯款撥款授權  
凡以存款人為受款人之國外匯入匯款，若付款電文已明確標示存款人在 貴行之存款往來帳號及戶名，未有其他特別指示者，經 貴行核對無誤後，該匯款將依付款電文之指示，逕行轉存存款人帳戶，毋須存款人於 貴行之匯入匯款通知書正收條上簽章，該款項一經轉存入戶，即視為存款人業已取得該筆款項，絕不因前項通知書未經存款人簽章而對 貴行有所抗辯，如有匯率變動損失及任何糾葛概由存款人自行負責。
3. Inward Remittance Authorization  
The Bank on behalf of the Depositor as the beneficiary to execute any received inward remittance which indicated the Depositor's account number and account name, unless otherwise instructed, after the bank's approval, please further credit to the Depositor's account with the bank according to payment instruction. The Undersigned shall not require any written notices or the Depositor's endorsement on the face of inward remittance notice. **Once the remittance has been credited to the Depositor's account, the Depositor agree such remittance has been confirmed and valid, and there will not be any disagreement against the bank due to any necessary confirmations which needs to be taken from the Depositor side. The Depositor hereby unconditionally agree to take in full responsibility of any exchange rate risk and possible losses and any disagreement.**
4. 對帳單及往來憑證  
就各活期或支票存款帳戶， 貴行將不另發給存摺。就定存款帳戶， 貴行將發予定存單。除存款人另有指示外， 貴行會定期或不定期將存款帳戶之對帳單寄送予存款人，以供核對往來帳目之用。如存款人發現對帳單內容與交易情形不符時，應於收到對帳單十四日內通知 貴行，否則應視為其內容業經核對無誤。又， 貴行留存有關各帳戶往來憑證之影本、相片或電腦存儲資料，除存款人證明其內容有誤而由 貴行更正者外，存款人同意其與原始憑證具有相同之法律效力，得作為存款人相關往來交易之證據。
4. ACCOUNT STATEMENTS AND TRANSACTION DOCUMENTATION.  
No passbook will be issued for demand deposit or checking accounts. Certificate will be issued for time deposits. Unless otherwise instructed by the Depositor, an account statement will, periodically or from time to time, be sent by the Bank to the Depositor for verification. **In the event of any discrepancy between statement and the transactions thereof, the Depositor shall inform the Bank of such discrepancy within fourteen (14) days of receipt of the statement; otherwise, such statement shall be deemed accurate.** The Depositor agrees that copies, photographs or any information stored in computers retained by the Bank with respect to relevant documents shall have the same legal validity as the originals thereof in evidencing the Depositor's transactions with the Bank; provided, that if such Copies are proven by the Depositor to be incorrect, in which case, the Bank shall make such appropriate correction.
5. 錯 帳  
如因 貴行作業錯誤而入錯帳，或由第三人誤寫帳號或戶名或因電腦錯誤或故障或其他原因而誤存入帳者， 貴行得於發現錯帳時立即更正而無須另通知存款人；倘該存入款項業經支用，存款人應於 貴行通知後立即返還。
5. ERRORS.  
In the event an amount is credited to the Depositor's account through an error of the Bank or through an error of a third party who mis-writes the account number or title or due to computer error or breakdown or otherwise, the Bank may immediately, upon discovery of such error, correct the same without notifying the Depositor. If any of such amount is withdrawn from or paid from the account, the Depositor shall immediately refund same upon notice of the Bank.
6. 遺失、被竊  
存款人支票及/或取款圖章遺失或被竊時，應依相關規定立即向 貴行辦理掛失止付手續，倘未即時依規定辦理相關手續，存款人應自行負擔一切損失。
6. LOSS OR THEFT.  
**In case of loss or theft of any cheque or chop used for making withdrawals, the Depositor shall immediately report such loss or theft with the bank in accordance with applicable rules and regulations. The Bank shall not be liable for the Depositor's loss resulting from its late registration of such loss or theft.**
7. 支付  
(1) 方式。除本約定書中另有規定外，就任何帳戶所有 貴行應支付存款人(或存款人之受讓人或繼承人)之款項，應於存款到期時，活期存款則應於要求時，於貴行位於台北之營業處所支付或支付至存款人所指定之存款人於 貴行開立之帳戶。 貴行對存款人所作之任何給付僅需以存款貨幣為之，但應受所有適用之法令及習慣之限制(包括但不限於外匯管制)以及該種幣別之國家風險之限制。在不違反前述規定之情形下，並在法令許可之範圍內， 貴行之付款義務得以存款人在 貴行於貨幣之國家之分行或銀行之通匯銀行或存款人指定之銀行取得簽發支票或銀行匯票或其他票據之方式解除之，且在任何情形發行銀行不應被要求以給付現金之方式解除其付款之義務。  
(2) 營業日。如 貴行應支付任何帳戶款項之時間非為台北之銀行營業日(下稱「營業日」)時，則該款項應於該日期後之營業日支付。  
(3) 支付順序。由 貴行擔任付款人之票據，不論其發票日之先後， 貴行應按執票人提示之先後順序支付，倘有多張票據同時提示時， 貴行得任意排定支付順序。又，如 貴行收到存款人破產宣告之通知時，縱存款人存款餘額足敷支付相關票據金額， 貴行亦得依法拒付。
7. PAYMENT.  
(1) Methods. Unless otherwise provided herein, all payments to be made by the Bank to the Depositor or the Depositor's assignee or endorsee, as

appropriate, with respect to any account shall be made on the maturity date of the deposit, or for demand deposits, on demand, at the Bank's office in Taipei or to an account of the Depositor with the Bank as designated by the Depositor. Any payment from the Bank to the Depositor shall be payable only in the currency in which it is due and shall be subject to all applicable laws, regulations, rules, customs and usages (including without limitation, any foreign exchange restrictions or controls) and the sovereign risk of the country of such currency. Without prejudice to the foregoing, to the extent permitted by laws and regulations, any payment obligation of the Bank may be discharged by drawing a cheque or bank draft or other instrument on a branch or a correspondent bank of the Bank or a bank nominated by the Depositor in the country of the currency and the Bank shall in no circumstances be required to discharge such payment obligations by making delivery of cash.

- (2) Business Day. Whenever any payment to be made by the Bank with respect to any account shall become payable on a day which is not a banking business day in Taipei ("Business Day"), such payment shall be made on the next succeeding Business Day.
- (3) Order of Payment. Without regard to the issuance dates thereof, all negotiable instruments which the Bank undertakes to pay, shall be paid in the order of the holders' presentation to the Bank and in the event that several negotiable instruments are presented at the same time, the Bank may, in its sole discretion, decide the order of payment thereof. If the Bank is notified of the Depositor's declaration of bankruptcy, even if there are sufficient funds in the Depositor's account, the Bank shall be entitled to dishonor the payment thereof.

#### 8. 透支 / 墊款

除與 貴行另訂有透支契約外，存款人不得簽發超過支票帳戶可動用餘額之票據，否則 貴行並無墊款之義務；但如存款人之存款不足而 貴行代墊不足款項（但 貴行並無墊付之義務）使存款人之票據不致退票，存款人應於接獲 貴行通知後，立即返還 貴行墊付之款項及依 貴行規定計付之利息。

#### 8. ADVANCES

In the absence of an overdraft agreement with the Bank, the Depositor may not issue cheques exceeding the available outstanding balance of its checking account; provided, that if the balance of the Depositor's checking account are insufficient to pay cheque(s)/note(s) presented and the Bank (although not obligated to do so) advances funds to the Depositor such that the cheque(s)/note(s) are not dishonored, the Depositor shall, upon receipt of the notice thereof from the Bank, immediately reimburse the Bank any and all sums so advanced by the Bank together with interest thereon at the Bank's prescribed rate.

#### 9. 擔當付款人

如存款人擬就其所簽發之本票或承兌之匯票，申請 貴行為擔當付款人時，應先與 貴行簽訂委託 貴行為擔當付款人之合約，否則帳戶內縱有足數支付之金額， 貴行仍得就該等本票或匯票拒絕付款；倘帳戶內存款餘額不足時，則依存款不足之規定辦理。

#### 9. PAYING AGENT

If the Depositor wishes to request the Bank to act as a paying agent for promissory notes or for acceptance of bills, the Depositor shall first enter into an agreement with the Bank appointing the Bank as such paying agent. Absent such agreement, the Bank may refuse payment thereof notwithstanding sufficient funds in the relevant account. In any event, if the balance of such account is insufficient, any promissory note and/or bill presented to the Bank shall be dishonored for insufficient funds.

#### 10. 逾期提示票據

存款人簽發以 貴行為付款行之票據時， 貴行得認為其係受存款人委託付款，雖票據已逾付款之提示期限，仍得逕以帳戶餘額向執票人付款。

#### 10. INSTRUMENTS PRESENTED AFTER THE PRESENTATION PERIOD

With respect to negotiable instruments drawn on or issued by the Depositor with the Bank being designated as paying agent, notwithstanding expiry of the prescribed period for presentation, the Bank may treat such as a mandate to pay, and may render such payment by debiting the Depositor's account.

#### 11. 利 息

存款之利息，依一年 365 天(如為新台幣存款)或依相關外幣存款之市場慣例(如為外幣存款)計算，且除法令或本約定書另有規定外，均應依實際天數計息，並依下列方式給付：

- (1) 活期存款：按 貴行就各存款幣別，按本行牌告利率計算（ 貴行得隨時調整該等利率而無須先通知存款人），每日單利計息，於每月結算付息一次並於次營業日計入本金。
  - (2) 定期存款：新台幣定期存款依一年 12 個月計算(依實際月數計息)，未滿一個月的畸零天數部份，則按日計算。不可轉讓定期存款將依存款之天期按當時 貴行相關幣別之牌告利率計息（ 貴行得隨時調整該等利率而無須先通知存款人），利息每月存入或到期一次存入存款人於 貴行之活期存款或支票存款帳戶或其他指定帳戶。可轉讓定期存款依存款人與 貴行另為約定之相關幣別存款及天期之當時市場利率計息，並於到期時一次領取利息。
  - (3) 支票存款：任何支票存款帳戶皆不計息。
- 新台幣存款帳戶之利息，以新台幣 10,000 元為起息點。外幣活期存款利息除了日幣為 10,000 元外，其餘幣別皆以該幣別 100 元為起息點。

#### 11. INTEREST

Interest shall be calculated on the basis of a year of 365 days for New Taiwan Dollars deposits and in accordance with the market practice for the relevant foreign currency deposits and, unless otherwise required by applicable laws and regulations or specified in this Agreement, shall be calculated on the basis of actual number of days elapsed and be paid as follows:

- (1) Demand Deposits. Interest shall be calculated at the Bank's board interest rate on a daily simple basis. (such rates may be adjusted by the Bank from time to time without prior notice to the Depositor). The interest shall be calculated and payable each month and accrued to the principal on the following banking day.
- (2) Time Deposits. For New Taiwan Dollars time deposits, interest shall be calculated on the basis of a year of 12 months (based on actual number of months elapsed) and for the portion less than one month shall be calculated on the basis of actual number of days elapsed. For non-negotiable time deposits, interest shall be calculated according to the then prevailing interest rate for the relevant currency and tenor (such rates may be adjusted by the Bank from time to time without prior notice to the Depositor) and, be automatically deposited into the Depositor's demand deposit or checking account with the Bank or other account designated by the Depositor monthly or at the maturity thereof, or be paid to the Depositor upon maturity. For negotiable time deposits, interest shall be calculated at the then market interest rates for the relevant currency and tenor as separately negotiated between the Depositor and the Bank and be paid to the Depositor at the maturity thereof.
- (3) Checking Account. No interest shall be payable on any checking account.

**In respect of Taiwan Dollar deposit accounts, interest shall be accrued when the balance reaches TWD 10,000. For foreign currency deposit account, the interest shall be accrued when the balance reaches JPY 10,000 for JPY deposit account. As for the other currencies deposit accounts should be accrued when the balance reaches \$100.**

## 12. 定存提前解約

- (1) **新台幣定期存款**：不可轉讓定期存款提前解約時，除非計算方式違反隨時頒布之「定期存款質借及中途解約辦法」之規定，否則應依實際存入天期，按存入時 貴行之牌告利率(或議定利率)以八折計息，未滿一個月之存款不計息。可轉讓定期存款不得中途解約，逾期提取亦不另計息。
- (2) **外幣定期存款**：貴行得依存款人之請求，同意將該外幣帳戶之定期性存款在尚未屆到期日前償付，惟應將定期存款全部一次結清。計息方式依實際存入天期，按存入時之 貴行牌告利率(或議定利率)以八折付息，未滿一個月之存款不計息。

## 12. EARLY TERMINATION OF THE TIME DEPOSITS.

- (1) **New Taiwan Dollar Time Deposits** In case a non-negotiable Time Deposit is terminated prior to its scheduled maturity, the interest payable on such deposit shall, unless such interest rate calculation would violate the rules governing pledge and early termination of time deposits as amended from time to time, be calculated at a rate which is 80% of the prevailing Time Deposit interest rate prescribed by the Bank at the time of making such deposit (or such other rate as agreed) which rate shall apply to the actual tenor of the deposit ; provided that no interest will accrue on deposits of less than one month. A negotiable Time Deposit may not be terminated prior to its scheduled maturity and no interest is payable after such maturity.
- (2) **Foreign Currency Time Deposits.** The Bank may, upon the Depositor's request, agree to repay the Time Deposit in a foreign currency account and be paid in full to the Depositor before the agreed maturity date. The interest payable on such deposit shall be calculated at a rate which is 80% of the prevailing Time Deposit interest rate prescribed by the Bank at the time of making such deposit (or such other rate as agreed) which rate shall apply to the actual tenor of the deposit; provided that no interest will accrue on deposits of less than one month.

## 13. 定存續存

存款人最晚應於到期日七個營業日前指示銀行將到期之定期存款的處理方式。

- (1) **約定續存**：存款人與 貴行已同意定存到期自動轉期續存者之天期應與原存款天期相同，其續存之利率依續存當日 貴行同一幣別及天期之牌告利率訂定(下稱「定存利率」)。自動續存不以一次為限。存款人如擬終止自動續存之約定，應於存款到期至少七個營業日前以書面通知 貴行。
- (2) **未約定續存**：
  - (i) **新台幣定期存款**：尚未於事前就不可轉讓之定存為續存之約定，自該定存到期後至存款人實際提款之期間，應按 貴行當時活期存款之利率計息。
  - (ii) **外幣定期存款**：尚未於事前為續存之約定或到期後未辦理續存，該存款期滿後之計息方式得由存款人與 貴行逐筆議定，但如未能議定時，則按當時 貴行相同幣別之活期存款適用之利率計息。貴行亦得(但無義務)將存款人之存款(包括其利息)自動續約至相當於目前存款之期限，並以銀行當時適用之利率計算利息。

## 13. RENEWAL OF TIME DEPOSITS.

The Depositor must provide the Bank with instructions to dispose of the time deposit no later than seven (7) Business Days prior to the maturity date of the time deposit.

- (1) **Renewal Based on Prior Arrangement.** For a time deposit which the Depositor and the Bank have agreed to automatically renew, the tenor of deposit for the renewal period shall be the same as that for the original deposit, and the interest rate applicable to the deposit during the renewal period shall be the Bank's then prevailing rate for similar deposits ("Time Deposit Rate") as of the date of renewal. The automatic renewal thereof may be made more than once. Should the Depositor wish to terminate the automatic renewal arrangement with respect to a deposit, the Depositor shall serve notice in writing on the Bank at least seven (7) Business Days prior to the maturity of such deposit.
- (2) **No Prior Arrangement.**
  - (i) **New Taiwan Dollar Time Deposits.** If no renewal arrangement is made prior to the maturity of a non-negotiable time deposit, the interest payable from the maturity date to the date the Depositor withdraws such deposit shall be calculated on the basis of the then prevailing interest rate for demand deposits.
  - (ii) **Foreign Currency Time Deposits.** If no renewal arrangement is made prior to the maturity thereof or if the Depositor fails to renew said deposit after the maturity thereof, the interest thereon for the after-maturity period shall be calculated in such manner as may be agreed upon by the Depositor and the Bank on a case by case basis, and if no agreement may be reached in this respect, shall be calculated in accordance with the then prevailing rate applicable to demand deposits.The Bank may (but is not obligated to) renew the time deposit (including interest accrued thereon) for a same period at the Bank's then prevailing interest rate.

## 14. 幣別轉換

為執行各存款帳戶之交易，如需將款項自一種幣別兌換成另一種幣別時，應依交易當時 貴行即期買入或賣出該外幣之匯率計算。就本約定書下各項帳戶之存款、兌換及交易，存款人應自行負責幣別兌換之申報、核准，並自行承擔各有關外匯匯率變動、兌換限制及兌換損失之風險。

## 14. CURRENCY CONVERSION.

Should it become necessary to convert one currency into another currency to execute an account transaction, the Bank shall apply the Bank's then prevailing spot buying/selling exchange rate for such conversion as of the date thereof. The Depositor shall be responsible for all approval, application or report required for foreign exchange conversions and all risks with respect to currency fluctuations, foreign exchange conversion, and losses and restrictions in connection with the deposits and transactions of the relevant account(s) (including conversions) shall be borne by the Depositor.

## 15. 轉讓設質限制

除可轉讓定期存款外，存放 貴行之各項存款非經 貴行事前以書面同意均不得轉讓或質押予他人。

## 15. TRANSFER OR PLEDGE.

Except for negotiable Time Deposits, any and all deposits with the Bank may not be assigned, transferred or pledged to any third party without the Bank's prior written consent.

## 16. 扣 帳

存款人謹授權 貴行得無須事先通知存款人而逕自存款人帳戶內扣帳抵付存款人應付 貴行之各項本金、利息、遲延利息、手續費、郵電費、承兌費、貼現息、承諾費、退票違約金、註銷退票記錄手續費及其他應付款項。

## 16. DEBIT.

The Depositor authorizes the Bank, without prior notice, to debit the Depositor's account for repayment of principal, interest, overdue interest,

handling charges, postage, cable charges, acceptance or discount charges, commitment fees, penalties for dishonored cheques, handling fees for cancelling dishonored cheques and other sums payable to the Bank.

**17. 費用及支出**

存款人應隨時支付任何帳戶開立及維護或與存款或交易相關之 貴行所收取之手續費、服務費用、利息及罰緩。 貴行並得自相關帳戶或存款扣款以收取該等手續費、服務費用、利息及罰緩。 貴行得收取並得變更該等手續費、服務費用、利息及罰緩。

**17. FEES AND CHARGES.**

The Depositor shall pay to the Bank such fees, service charges, interest and penalties as the Bank may from time to time charge with respect to the opening and maintenance of any accounts or deposits and transactions through or with respect thereto and the Bank may debit the relevant account or deposit for such fees, charges, interest and penalties. The Bank may impose or adjust any such fees, service charges, interest and penalties.

**18. 求償權之限制**

本項存款限由香港商東亞銀行有限公司台北分行/國際金融業務分行之營業處所償付並適用中華民國各項法令(包括行政法規及命令等)之規定。香港商東亞銀行有限公司台北分行/國際金融業務分行之該等營業處所因匯兌或資金移轉之限制、徵收、非自願性之移轉、戰爭、內亂或其他不可歸責於香港商東亞銀行有限公司台北分行/國際金融業務分行之事由致未能履約時,得予免責,且屆時香港商東亞銀行有限公司之其他分行、子公司或關係企業亦無須負擔任何責任。

**18. LIMITATION ON RECOURSE.**

The obligations of the Bank hereunder are payable solely at the office of the Bank of East Asia, Limited, Taipei Branch/Taipei Offshore Banking Branch, as applicable, in the R.O.C. which confirmed the relevant transaction and is subject to the laws of the R.O.C. (including any governmental acts, orders, decrees, and regulations). Such office of the Bank of East Asia, Limited, Taipei Branch/Taipei Offshore Banking Branch shall not be liable for unavailability of the funds credited to the account(s) due to restrictions on convertibility or transferability, requisitions, involuntary transfers, acts of war or civil strife, or other similar causes beyond its control, in which circumstances no other branch, subsidiary or affiliate of the Bank of East Asia, Limited shall be responsible therefor.

**19. 保密義務之免除**

存款人茲不可撤回且無條件地同意 貴行得將其持有與存款人有關之資料、或存款人與 貴行往來債務、存款、匯款或進行任何交易之資料提供予:

- (1) 向 貴行提供諮詢或其他服務之人;及/或
- (2) 貴行之總行、分行及關係企業;及/或
- (3) 中華民國、香港及因 貴行、貴行之總行、分行或關係企業從事商業活動而取得管轄權國家之金融主管機關、司法機構或其他政府單位;及/或
- (4) 向 貴行受讓或以分擔風險方式參貸融資之受讓人及參貸人(包括債務相關融資可能之受讓人及參貸人)、信用保險或其他風險保障提供人、債務相關避險交易相對人;及/或
- (5) 擬向 貴行讓購資產及負債之讓購人、擬與 貴行進行合併之併購人,以及其他擬與 貴行進行類似交易之人;及/或
- (6) 其他從事融資業務之金融機構、票據交換所、財團法人金融聯合徵信中心或各信用評等機構;及/或
- (7) 貴行委託處理本約定書下之各項交易及相關服務作業之 貴行之其他分行、關係企業、或第三人;及/或
- (8) 依相關法令規定應向其揭露之人或依法院或裁判機關之命令所指定之人;及/或
- (9) 貴行認為有必要對其揭露之人。

存款人茲此放棄依據中華民國銀行法第四十八條銀行保密規定或其他類似之法令、規則、行政命令規定得反對該等揭露之權利。

**19. WAIVER OF CONFIDENTIALITY.**

The Depositor hereby irrevocably and unconditionally consents that the Bank may disclose any and all information in the Bank's possession regarding the Depositor, the obligations, remittances, deposits or other transactions by the Depositor with the Bank or the like to:

- (1) Advisors or others rendering services to the Bank and/or
- (2) The Bank's head office, branches and affiliates of the Bank and/or
- (3) Regulatory, judicial or other authorities of the R.O.C., Hong Kong or of any other jurisdiction in which the Bank, the Bank's head office, branches or affiliates do business and/or
- (4) Any participant, provider of credit insurance or other risk protection, counterparty to any hedge transaction related to the obligations or assignee (including potential participants/ assignees of or in any of the facilities related to the obligations) and/or
- (5) Any potential acquirer of the assets and liabilities of the Bank, potential merger candidate of the Bank, or the like, and/or
- (6) Other financial institutions engaged in a lending business, bills clearing house(s), the joint credit information center or the various credit rating agencies and/or
- (7) Other branches or affiliates of the Bank or third parties which the Bank outsources the handling of certain transactions and services hereunder and/or
- (8) Any other person where required by applicable law or regulation or pursuant to any order of any court or any tribunal and/or
- (9) Such other person(s) as the Bank may consider necessary for any purpose whatsoever.

The Depositor hereby waives and agrees not to assert the Bank confidentiality provisions of article 48 of the R.O.C. banking law or any other like laws, regulations or directives as may be relevant to such disclosures.

**20. 存款人之資料使用**

- (1) 存款人同意 貴行、往來金融機構、財團法人金融聯合徵信中心、財金資訊股份有限公司、票據交換所、有關徵信單位、政府機構、其他經金融主管機關(如金融監督管理委員會)許可設立或營業為完成跨行服務所需之機構及 貴行委託之第三人,得為處理存款人與 貴行之往來交易、推介各項業務/服務/產品及為 貴行從事其他任何相關法令所允許事項之目的,得依法令規定蒐集、處理(包括委託第三人處理)、利用或國際傳輸存款人之個人資料。存款人授權 貴行,得基於其專業判斷,決定上述目的是否消失。
- (2) 存款人並特別同意 貴行得將存款人之資料(包括個人資料)及各項往來資料提供或國際傳輸予 貴行總行。
- (3) 存款人同意其相關之資料(包括個人資料)得於包括但不限於香港在內之其他海外地區進行處理。
- (4) 存款人茲聲明其董事、有權簽署人、監察人、主管、職員或第三人同意 貴行得就有關該等人員透過存款人提供予 貴行之資料(包括個人資料)為上開一至三項之相同處理。
- (5) 存款人同意本行得於防制詐騙、防制洗錢等特定目的範圍內,於立約人申請預設轉帳帳號或立約人帳戶被設定為轉入帳號時,蒐集、處理或利用立約人之帳號、該帳號被約定為轉入帳號之次數及帳戶狀態(包括但不限於警示帳戶、衍生管制帳戶等),並同意提供上開個人資料予財金資訊股份有限公司。

## 20. DATA PROTECTION.

- (1) The Depositor agrees that the Bank financial institutions, Joint Credit Information Center, Financial Information Service Company Limited, bill clearing house(s), related credit agencies, government agencies, other institutions participating in inter-bank service with the license issued by financial governing authority (e.g. Financial Supervisory Commission) and third party contracted or engaged by the Bank may gather, conduct processing (including engaging a third party to process), utilize or conduct international transmission of the Depositor's personal data in accordance with laws and regulations for the purpose of handling the Bank's transactions with the Depositor, soliciting business from the Depositor and/or allowing third parties to solicit business from the Depositor, and/or such other purposes as may be permitted by applicable laws and regulations. The Depositor authorizes the Bank to determine whether the above purposes still exist or not based upon the Bank's professional judgement.
- (2) The Depositor specifically agrees that the Bank may provide the Depositor's data (including personal data) to the Bank's head office.
- (3) Data (including personal data) about Depositor may be processed offshore, including but not limited to Hong Kong.
- (4) The Depositor represents and warrants that, with respect to any data (including personal data) regarding any employees, directors, authorized signatories, supervisors of the Depositor or any third parties provided to the Bank by the Depositor, each of the relevant employees, directors, authorized signatories and supervisors of the Depositor or any third parties has consented such use in accordance with item 1 to item 3 of this article above.
- (5) Whereas the Depositor applies for the pre-defined account or the Depositor's account is designated as the pre-defined inward account, the Depositor agrees that the Bank, for the specific purposes of fraud prevention and anti-money laundering, may collect, process or utilize the Depositor's personal data, inclusive of account INTERNAL information, the frequency of such account being designated as the pre-defined inward account and the account status (including but not limited to alert accounts, derivative watch-listed accounts). The Depositor further agrees to provide the aforementioned personal data to Financial Information Service Co., Ltd. and relevant financial institutions handling the designated pre-defined inward account, and agrees that they may collect, process or utilize the aforementioned data

## 21. 遵循

存款人聲明知悉 貴行須受中華民國、香港或其他國家有關反洗錢、反資助恐怖份子、反貪污、反抵制、稅務及其他類似法令下之報告義務及其他規定之規範，並同意於必要範圍內提供 貴行相關文件、資料及與 貴行為其他合作，以使 貴行符合上述法令之要求。

## 21. COMPLIANCE.

Without limiting the foregoing, the Depositor acknowledges that the Bank is subject to reporting and other requirements in the R.O.C., Hong Kong and other countries under anti money laundering and terrorist financing, anti-corruption practices, anti-boycott, tax and other similar laws and regulations and agrees to provide to the Bank such documents and information and to otherwise cooperate with the Bank as is necessary for the Bank to comply with such laws and regulations.

## 22. 電子傳輸

存款人瞭解與 貴行間之電子郵件或其他電子傳輸方式並非全然安全、無毒及無錯誤，且其內容可能受干擾、竊改、遺失、破壞或延遲， 貴行就此所生之任何損失或損害不負任何責任。 貴行得監看、紀錄或保留與存款人間之傳輸內容。

## 22. Electronic Transmissions.

The Depositor acknowledges that communications between the parties by email or other electronic means of communication are not secure or virus or error free and could be interrupted, corrupted, lost, destroyed or delayed and the Bank will not be liable to the Depositor for any losses or damages incurred or suffered as a result thereof. The Bank may monitor, record or retain communications between the parties.

## 23. 委外處理

存款人同意，於金融監督管理委員會隨時所修訂之金融機構作業委託他人處理內部作業制度及程序辦法許可之範圍內， 貴行得隨時將本約定書下之各項交易及相關服務之作業處理委託 貴行之其他分行、關係企業、或第三人辦理。

## 23. OUTSOURCING.

The Depositor consents that the Bank may from time to time outsource the handling of certain transactions and services hereunder to other branches or affiliates of the Bank or third parties to the extent permitted by the Regulations Governing Internal Operating Systems and Procedures for the Outsourcing of Financial Institution Operation as in effect from time to time.

## 24. 抵 銷

在 貴行所有的其他權利之外，且不限制 貴行所有的其他權利之情形下， 貴行有權對存款人存放於 貴行之所有存款(活期存款或定期存款，且不論其幣別)及其他 貴行所欠存款人或存款人為受益人之債務(下稱「貴行債務」)，隨時主張抵銷，以之抵充存款人應支付 貴行之各項到期債務，不論 貴行是否有提出任何本約定書下之請求，且儘管於抵銷時 貴行債務尚未到期亦得主張，不論其原本之到期時間為何(該等貴行債務應於抵銷時被視為到期，且存款人茲此授權 貴行代表存款人終止並提取該等存款)。

## 24. SET-OFF.

In addition to and not limited by such other rights as the Bank may have, the Bank, may at any time and from time to time set-off and apply any and all deposits (time or demand and regardless of the currency(ies) thereof) at any time held and other indebtedness at any time owing by the Bank to or for the credit or the account of the Depositor ("Bank Obligations") against or otherwise pursue collection of any and all of obligations of the Depositor then due and payable to the Bank irrespective of whether or not the Bank shall have made any demand under this agreement and although, in the case of set off, the Bank obligations may be unmatured (such Bank Obligations shall be deemed to have matured upon any such set-off and the Bank is hereby authorized to terminate and withdraw such deposits, for and on behalf of the Depositor) without regard to the original maturity thereof.

## 25. 稅 捐

貴行於現在或將來就任何存款帳戶之付款所發生之各項稅捐及費用，均應由存款人負擔。如有應付之中華民國稅捐時，存款人同意 貴行得依相關法令規定就其付予存款人之款項依法扣繳各項稅款。

25. TAXES.

All taxes, duties, charges, deductions and withholdings with respect to any and all payments made or to be made by the Bank with respect to any deposit account shall be borne by the Depositor. The Depositor agrees that in case any R.O.C. taxes or duties are payable, the Bank may deduct or withhold any and all such sums from any amount payable by the Bank in accordance with applicable laws and regulations.

26. 終 止

除定期存款外，存款人得隨時終止帳戶，除非銀行有權依據法令或銀行及存款人之約定行使抵銷權外，銀行應將終止帳戶之存款餘額返還存款人。

26. TERMINATION.

**Except for time deposit accounts, the Depositor may close any account with the Bank at any time, whereupon, subject to the Bank's to exercises a set-off to the extent permitted under any applicable laws, regulations or by agreement between the Bank and the Depositor, the Bank shall return the credit balance in the closed account to the Depositor.**

27. 修 改

貴行得於修改生效日至少六十天前於營業場所、貴行網站公開揭示，以修改費用、起息點之相關規定(無須個別通知存款人)。

貴行得隨時以至少十四日前之書面通知修改其他有關本約定書之相關規定。

存款人若於修訂生效日後繼續相關的帳戶交易及 / 或使用任何服務，應視為已收到修訂通知並同意修訂後之條款。

倘存款人不同意 貴行之修改，得隨時終止與 貴行之存款關係及本約定書。

27. AMENDMENT.

**The Bank may amend provisions related to fees, the date from which interest shall accrue by declaring such amendment in its places of business or website sixty (60) days prior to the effective date of such amendment (individual notification to the Depositor is not required).**

The Bank may, from time to time, amend any other terms and conditions of the Agreement upon 14 days prior written notice.

The Depositor shall be deemed to have received notice of the amendment and to have decided to continue to have the relevant account transactions and/or use any services on the amended basis if the Depositor continues to have the relevant account transactions and/or use any services after the effective date of the amendment.

If the Depositor disagrees with such amendments, the Depositor may at any time terminate the deposit relationship with the Bank and this Agreement.

28. 通 知

存款人地址變更時，應立即以書面或 貴行同意之方式通知 貴行，如未立即依約通知， 貴行得依其所知存款人之最後地址寄送對帳單及各項通知，且 貴行向該地址所發送之通知，應於經過通常郵遞期間後，視為已依約對存款人有效送達。

28. NOTICES.

The Depositor shall immediately notify the Bank of any changes of its address in writing or in such manners as agreed by the Bank. In the event that the Depositor fails to so notify the Bank, the Bank may mail all statements and other notices to the address of the Depositor last known to the Bank. After the ordinary mailing time, such dispatch shall be deemed effectively served on the Depositor in accordance with this Agreement.

29. 準據法及管轄法院

本約定書及依本約定書所為各項交易均應依中華民國法律及相關法令規定辦理，且就本約定書及該等交易所生之一切訴訟，均得由臺灣臺北地方法院或 貴行選定之其他法院為非專屬管轄。存款人如為大陸地區法人、團體、其他機構及其海外分支機構或個人，就本約定書所生之爭議，雙方同意以仲裁之方式，於香港依國際商會仲裁規則選任一位以上之仲裁人進行仲裁解決之。該仲裁人應以中文做成仲裁判斷。

29. GOVERNING LAW.

This Agreement and all transactions contemplated herein shall be governed by the laws of the R.O.C. and applicable rules and regulations and any dispute arising from such transactions shall be subject to the non-exclusive jurisdiction of the Taipei District Court and such other courts as may be selected by the Bank. In the event that the Depositor is a legal entity, organization, institution or an individual in Mainland China or an overseas branch of any such entity, organization or institution, the Bank and the Depositor agree that any dispute arising out of this Agreement shall be finally settled by arbitration held in Hong Kong under the Rules of Conciliation and Arbitration of the International Chamber of Commerce ("Rule") by one or more arbitrators ("Arbitrators") appointed in accordance with the Rules. The Arbitrators shall make the arbitration decision in Chinese.

30. 語 文

倘中、英文版合約之內容不一致時，應以中文內容為準。

30. GOVERNING LANGUAGE. In the event of any conflict between the Chinese language version and the English language of this Agreement, the terms of the Chinese language version shall prevail.

31. 賠償

存款人應立即全額賠償 貴行、 貴行之高級職員、員工、代名人及代理人，使 貴行免於因本約定書之簽署、履行或執行而遭受或產生直接或間接的任何請求、要求、行動、訴訟、程序、命令、損失 (直接或間接) 損害、成本及費用 (包括全額賠償所有課徵、稅務及其他徵收及法務費用) 以及所有任何其他任何性質或種類之義務。

31. INDEMNITY. The Depositor shall indemnify the Bank, its officers, employees, nominees and agents promptly on a full indemnity basis from and against all claims, demands, actions, suits, proceedings, orders, losses (direct or consequential), damages, costs and expenses (including all duties, taxes and other levies and legal fees on a full indemnity basis) and any and all other liabilities of whatsoever nature or description howsoever arising which the Bank may sustain or incur directly or indirectly in connection with the execution, performance or enforcement of this Agreement.

32. 指示

貴行於下列情形得拒絕依任何指示行動：

(1) 若該指示有任何不明確、不一致或抵觸之處，或

(2) 若該指示與法律、命令或其他主管機關規定有不一致之處。

32. INSTRUCTIONS. The Bank may refuse to act on any instructions if (1) there is any ambiguity or inconsistency or conflict in the instructions, or (2) such instructions are inconsistent with any applicable law, rule or other regulatory requirement.

33. 無責任

如存款人因本約定書而遭受損失、法律上負擔、債務或損害，概與 貴行無涉， 貴行不須對存款人負任何責任，存款人並此明示，於法令許可之最大範圍內，放棄對 貴行之各項請求權。

### 33. NON-LIABILITY.

The Bank shall not be answerable or liable for any loss, liability, claim or damage to the Depositor arising with respect to this agreement, all of which are hereby expressly waived by the Depositor to the greatest extent permitted by applicable law.

### 34. 連帶責任

本約定書如由數人（不論係自然人或法人）共同簽署時，除 貴行以外之所有簽署人均應依中華民國民法第二百七十二條之規定，負連帶債務人之責任。

### 34. JOINT AND SEVERAL LIABILITY. If this Agreement is signed by more than one person or entity, all the signatories other than the Bank shall be held jointly and severally liable hereunder in accordance with Article 272 of the Civil Code of the Republic of China.

### 35. 時間

存款人履行其於本約定書及申請書下之債務之時間具有絕對性之重要性。

### 35. TIME. Time shall in all respects be of the essence in the performance of all the Depositor's obligations hereunder and under any application.

### 36. 可分性

本約定書及相關之文件之條文，若依法有無效、違法或無法執行之情事時，其他條文之有效性、合法性及可執行性仍不受影響。

### 36. SEVERABILITY. If any one or more of the provisions contained in this Agreement or any document executed in connection herewith is or shall become invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

### 37. 遵從法律補充條款

貴行之遵從法律補充條款(下稱「補充條款」)應與本約定書併同閱讀，且補充條款係補充存款人與 貴行依照本約定書所建立之法律關係所適用之條款，並構成該等條款之一部分。補充條款對存款人有拘束力，且存款人同意遵守補充條款之約定。存款人謹此確認已收訖補充條款。本約定書應以符合補充條款為前提而適用。倘若補充條款之主要內容與本約定書有任何衝突或不一致之處，應以補充條款為準。

### 37. Law compliance Supplement. The Bank's Law Compliance Supplement (the "Supplement") shall be read together with, supplement and form part of the terms and conditions governing the Depositor's relationship with the Bank established under this Agreement. The Supplement shall be binding on the Depositor and the Depositor agrees to comply with and adhere to the Supplement. The Depositor hereby acknowledges the receipt of the Supplement. This Agreement is subject to the Supplement. Should there be any conflict or inconsistency between the Supplement and this Agreement, the Supplement shall prevail to the extent the inconsistency relates to the subject matter of the Supplement.

### 38. 關於補充條款之同意

存款人謹此同意，如經 貴行要求，應提供個人資料（定義如補充條款所載）及稅務資料（定義如補充條款所載）予 貴行，並同意 貴行蒐集、處理、利用、傳輸(包括國際傳輸)並揭露上開資訊，以符合相關法規、外國帳戶稅收遵從法及/或其他跨政府協議，且包括但不限於由 貴行蒐集、處理、利用、傳輸並揭露上開資訊予 由貴行或 貴行代理人代表存款人向其收受款項或給付款項之人，以及依相關法規、外國帳戶稅收遵從法及/或其他跨政府協議規定應對其為揭露之政府機關。

### 38. CONSENT IN RELATION TO LAW COMPLIANCE SUPPLEMENT.

The Depositor hereby consents to provide all personal information (as defined in the supplement) and tax information (as defined in the supplement) as requested by the Bank and to the collection, processing, use, transmission (including international transmission) and disclosure by the Bank of such information in order to comply with applicable laws, the Foreign Account Tax Compliance Act ("FATCA") and/or other agreements by or between governments, including but not limited to the collection, processing, use, transmission and disclosure by the Bank of such information to persons from whom the Bank and its agents receive or make payments on behalf of the Depositor and to governmental authorities as required by applicable laws, FATCA and/or other agreements by or between governments.

### 39. 申訴管道

若有爭議存款人可透過下列管道先向 貴行提出申訴，貴行即應盡速處理：

申訴專線：( 886 2 ) 8161-2879

電子信箱：tpcomplaint@hkbea.com

### 39. THE BANK'S COMPLAINT CHANNEL.

If any customer complaint or dispute occurs, the Depositor may refer to the following channels and file the complaint to the Bank first:

Complaint hotline: ( 886 2 ) 8161-2879

Email Address: tpcomplaint@hkbea.com

## 二、有關支票存款特別約定事項

### II. SPECIAL TERMS FOR CHECKING ACCOUNTS.

存款人與貴行就支票存款有關處理退票及拒絕往來事項約定(以下簡稱本條款) 如下：

The Depositor and the Bank hereby agree as follows with regard to the handling of dishonored negotiable instruments and rejected account records:

#### 1. 定義

本條款所用名詞定義如下：

- (1) 「退票」：指金融業者對於登示之票據拒絕付款，經填具退票理由單，連同票據，退還執票人之謂。
- (2) 「清償贖回」：指對於存款不足、發票人簽章不符、擅自指定金融業者為本票之擔當付款人或本票提示期限經過前撤銷付款委託等理由所退票據及其退票理由單，由支票存款戶以清償票款等消滅票據債務之方法予以贖回之謂。
- (3) 「提存備付」：指存款不足退票後，支票存款戶將票款存入辦理退票之金融業者，申請列收「其他應付款」帳備付之謂。
- (4) 「重提付訖」：指退票後重新提示，於支票存款帳戶或其他應付款帳戶內付訖之謂。
- (5) 「註記」：指支票存款戶如有退票紀錄、清償贖回或其他涉及其票據信用之事實時，由票據交換所予以註明，備供查詢之謂。
- (6) 「終止擔當付款人之委託」：指金融業者終止受託為支票存款戶所簽發本票之擔當付款人之謂。
- (7) 「拒絕往來」：指金融業者拒絕與票據信用紀錄顯著不良支票存款戶支票存款往來之謂。

#### 1. DEFINITIONS.



As used in this Section II;

- (1) "Dishonored Negotiable Instruments" shall mean negotiable instruments on which a financial institution has refused to make payment and returned together with a completed dishonored slip.
- (2) "Redemption" shall mean redemption by payment of the amount due or the like by the Depositor of a Dishonored Negotiable Instrument due to insufficient funds, incorrect chops or signatures, designation of a financial institution acting as paying agent for promissory notes without the agreement of such financial institution or the Depositor's withdrawal of payment instructions prior to expiry of the period for presentation the promissory notes.
- (3) "Reserve for Payment" shall mean deposit of the amount of a Dishonored Negotiable Instrument with the financial institution handling the Dishonored Negotiable Instruments with a request to hold same as "other payables".
- (4) "Re-Presentation and Payment" shall mean re-presentation of a Dishonored Negotiable Instrument and payment thereon from the checking account or "other payables" account.
- (5) "Record" shall mean recordation by the Bills Clearing House of dishonors, Redemptions and other facts relevant to a Depositor's credit on negotiable instruments available for inquiry.
- (6) "Termination of Mandate as a Paying Agent" shall mean termination of a financial institution's mandate to act as paying agent for a promissory note.
- (7) "Account Rejection" shall mean refusal by a financial institution to handle transactions through a checking account regarding which the Depositor has a bad record.

## 2. 開戶審查與開戶資料變更

存款人開戶時，應填具印鑑卡及票據領取證交付 貴行，經 貴行向票據交換所查詢存款人之票據信用情形，並認可後發給空白票據。

印鑑卡上資料如有變更，存款人應即書面通知 貴行，如擬變更印鑑，存款人須重填印鑑卡。

存款人如為法人戶，其名稱或負責人變更，而未依前項約定辦理時，於 貴行發現該項情事並通知存款人辦理變更手續，逾一個月未辦理者， 貴行得終止支票存款往來契約，並通知存款人結清帳戶。

## 2. ACCOUNT OPENING REVIEWING AND CHANGE OF ACCOUNT OPENING DATA.

When the Depositor opens an account, he/she/it shall fill out the signature card and the receipt for cheques and deliver same to the Bank. After the Bank cheques with the Bills Clearing House, the Bank shall deliver blank cheques to the Depositor.

In the event that the data contained in the signature card is changed, the Depositor shall immediately notify the Bank in writing. If the Depositor intends to change the chop, the Depositor shall fill out a new signature card.

In the event that the Depositor which is a legal entity changes its name or its responsible person and fails to comply with the preceding paragraph, and fails to cure such failure within one (1) month after the Bank discovers the failure and so notifies to the Depositor, the Bank may terminate the agreement for checking account transactions and notify the Depositor to close the account.

## 3. 本票

存款人簽發由 貴行所發給載明以 貴行為擔當付款人之本票時，由貴行自存款人名下之支票存款戶內代為付款。

前項本票，執票人提示時雖已逾付款之提示期限，但仍在該本票自到期日起算（見票即付之本票，自發票日起算）三年之內，且存款人未撤銷付款委託，亦無其他不得付款之情事者， 貴行仍得付款。倘因帳戶內存款不足或發票人簽章不符，致存款人所簽發之本票退票時，其退票紀錄與支票之退票紀錄合併計算。

## 3. PROMISSORY NOTE.

In the event that a promissory note is issued by the Depositor and the Bank is designated as paying agent, the Bank shall pay the amount due from the checking account of the Depositor.

If the promissory note is presented after expiry of the presentation period but within three (3) years from the expiry date of such promissory note, the Bank shall honor the note (if the promissory note is a promissory note payable on demand, the above three (3) year period shall run from the issue date) so long as the Depositor has not withdrawn his/her/its order of payment and no other circumstances prohibit the Bank from making payment. If the promissory note issued by the Depositor is dishonored due to insufficient funds or incorrect chops or signatures, the fact of such dishonored promissory note shall be recorded together in the Depositor's Record.

## 4. 手續費

存款人簽發之票據，因存款不足而退票時， 貴行得向存款人收取手續費。

前項手續費，不得逾越票據交換所向 貴行所收取手續費之百分之一百五十。

## 4. HANDLING FEES.

**When a negotiable instrument issued by the Depositor is dishonored due to insufficient funds, the Bank may collect handling fees from the Depositor.**

**The handling fees described in the preceding paragraph shall not exceed one hundred and fifty percent (150%) of the handling fees that the bills clearing house collects from the Bank.**

## 5. 註記

存款人於其簽發之支票或以 貴行為擔當付款人之本票退票之次日起算三年內，有清償贖回、提存備付、重提付訖或其他涉及票據信用之情事者，得向 貴行申請核轉票據交換所依「支票存款戶票信狀況註記須知」辦理註記。

## 5. RECORD.

In the event that the Depositor has made a Redemption, the Depositor has deposited a Reserve for Payment, there has been Re-Presentation and Payment, or other matters occur related to the Depositor's credit on negotiable instruments within three (3) years after the date on which cheques drawn by the Depositor or promissory notes on which the Bank is a paying agent are dishonored, the Depositor may request the Bank to approve and transfer to the Bills Clearing House for recordation such fact in accordance with the "Guidelines for the Registration of Depositors' Credit on Negotiable Instruments".

## 6. 限制或停止發給空白支票、本票

存款人如有下列情事之一者， 貴行得限制發給空白支票及空白本票：

(1) 已發生存款不足退票情事或經常於退票後再辦理清償贖回、提存備付或重提付訖者。

(2) 使用票據有其他不正常之情事者。

貴行為前項限制時，應以書面告知限制之理由；對於限制理由，存款人認為不合理時，得向 貴行提出申訴。

存款人在 貴行開立之存款帳戶被扣押時， 貴行得停止發給空白支票及空白本票，但被扣押之金額經 貴行如數提存備付者，不在此限。

**6. LIMITATION OR SUSPENSION ON PROVISION OF BLANK CHEQUES OR PROMISSORY NOTES.**

If any one of the following circumstances exists with regard to the Depositor, the Bank may withhold the issuance of blank cheques and promissory notes:

- (1) The occurrence of Dishonored Negotiable Instruments due to insufficient funds or the Depositor's making frequent Redemptions or frequent deposit of Reserves for Payment or Re-Presentation and Payments after negotiable instruments are dishonored; or
- (2) Other abnormal situations occur related to negotiable instruments.

The Bank shall state the reason for such withholding in writing; with respect to the reason of such withholding and the Depositor may raise objections if the Depositor deems such withholding unreasonable.

In the event that Depositor's deposit account with the Bank is attached, the Bank may suspend the provision of blank cheques and promissory notes. However, the preceding provision shall not apply if a Reserve for Payment of the attached amount has been deposited with the Bank.

**7. 終止擔當付款人之委託**

存款人在各地金融業者所開立之支票存款帳戶，因簽發以金融業者為擔當付款人之本票，於提示期限經過前撤銷付款委託，經執票人提示所發生之退票，未辦妥清償贖回、提存備付或重提付訖之註記，一年內達三張時， 貴行得自票據交換所通報日起算，予以終止為存款人擔當付款人之委託三年。前項情形 貴行終止受存款人委託為擔當付款人時，存款人應於 貴行通知後之一個月內，返還剩餘空白本票。

**7. TERMINATION OF THE MANDATE AS A PAYING AGENT.**

In the event that promissory notes issued by the Depositor drawn of the Depositor's checking account with all financial institutions are dishonored due to withdrawal of the authorization of the financial institution designated as paying agent prior to expiry of the period for presentation, and the number of such dishonored promissory note on which Redemption, Reserve for Payment or Re-Presentation and Payment has not been made is not less than three (3) during the past one (1) year, the Bank may terminate the Depositor's mandate to designate the Bank as a paying agent for a period of three (3) years commencing from the date the Bills Clearing House declares [the dishonors].

If the Bank terminates the Depositor's mandate to designate the Bank as a paying agent, the Depositor shall return the remaining blank promissory notes to the Bank within one (1) month after receiving the Bank's notice to do so.

**8. 拒絕往來**

存款人在各地金融業者所開立之支票存款戶，因下列情事之一所發生之退票，未辦妥清償贖回、提存備付或重提付訖之註記，一年內合計達三張，或因使用票據涉及犯罪經判刑確定者， 貴行得自票據交換所通報日起算，予以拒絕往來三年：

- (1) 存款不足。
  - (2) 發票人簽章不符。
  - (3) 擅自指定金融業者為本票之擔當付款人。
- 前項各款退票紀錄分別計算，不予併計。

**8. REJECTED ACCOUNT RECORDS.**

In the event that negotiable instruments drawn on the Depositor's checking accounts with all financial institutions are dishonored due to the existence of one of the following circumstances and the number of such dishonored cheques on which Redemption, Reserve for Payment or Re-Presentation and Payment has not been made is not less than three (3) during the past one (1) year, or the Depositor is sentenced for commission of a crime related to using negotiable instruments, the Bank may reject the Depositor's account for a period of three (3) years commencing from the date the Bills Clearing House declares [the dishonors]:

- (1) Insufficient funds.
- (2) Incorrect chops or signatures of the issuer.
- (3) Designation of a financial institution to act as paying agent for a promissory note without the agreement of such financial institution.

The Records for each item in the preceding paragraph shall be calculated separately and not in aggregate.

**9. 終止支票存款往來約定之處理**

存款人被列為拒絕往來戶，或因其他情事終止支票存款往來之約定時，存款人應於 貴行通知後之一個月內，結清帳戶並返還剩餘空白支票及本票。

**9. TERMINATION.**

If the Depositor's account has been rejected, or the agreement for checking deposits has, for any other reason, been terminated, the Depositor shall close the account and return all unused blank cheques and promissory notes to the Bank within 1 month after receipt of the Bank's notice to do so.

**10. 公司重整之暫予恢復往來**

存款人如為公司組織，於拒絕往來期間屆滿前，經法院裁定准予重整後，得向 貴行申請核轉票據交換所辦理重整註記；經重整註記者， 貴行得暫予恢復往來。

前項公司在暫予恢復往來之日起至原拒絕往來期間屆滿前再發生存款不足退票， 貴行得自票據交換所再通報之日起算，予以拒絕往來三年。

**10. TEMPORARILY RESUMED TRANSACTIONS UPON COMPANY REORGANIZATION.**

If the Depositor is a company which has obtained an approval for reorganization from a court before the period of Account Rejection has expired, the Depositor may request the Bank's approval and transfer to the Bills Clearing House to make a recordation of reorganization; the Bank may temporarily resume transactions with the Depositor if the reorganization is recorded.

In the event a negotiable instrument is dishonored due to insufficient funds after the date of temporary resumption of transactions but before the expiry date of the initial Account Rejection, the Bank may reject the Depositor's account effective for a period of three (3) years commencing from the date on which the Bills Clearing House dishonors.

**11. 請求恢復往來**

存款人如經拒絕往來而有下列情事之一，經 貴行同意後，得恢復往來並重新開戶：

- (1) 拒絕往來期間屆滿。
- (2) 構成拒絕往來及其後發生之全部退票，均已辦妥清償贖回、提存備付或重提付訖之註記。

**11. REQUEST FOR RESUMPTION OF TRANSACTIONS.**

In the event that any of the following circumstance exists with respect to the Depositor subject to an Account Rejection, the Depositor may, with the Bank's consent, open a new account and resume transaction:

- (1) The period for Account Rejection has expired; or

(2) Recordation of the Redemption, Reserve for Payment, or Re-Presentation and Payment of all Dishonored Negotiable Instruments which gave rise to the Account Rejection and all Dishonored Negotiable Instruments dishonored thereafter.

12. 彙整資料及提供查詢

存款人同意 貴行以票據交換所為彙整退票紀錄及拒絕往來資料處理中心，並同意該所將存款人之退票紀錄、放列為拒絕往來戶及其他有關票據信用之資料，提供予他人查詢。

12. MAINTENANCE OF DATA AND INQUIRIES

The Depositor agrees that the Bank may use the Bills Clearing House as a data center for maintaining Records and rejected account records. The Depositor also agrees that such Bills Clearing House may make the Depositor's Record and rejected account record and all other data related to the Depositor's credit on negotiable instruments available for third party's inquiries.

13. 其他事項

存款人倘為視障人士，已瞭解開立支票存款戶時，除由代理人出具經公證之授權書辦理外，得由存款人依公證法規定辦理開戶及嗣後變更印鑑之公證。存款人得以留存之印鑑簽發支票並應確認該支票記載內容無誤。存款人並應注意前述簽發支票包括但不限於印鑑遭冒用或變造或遭冒名簽發支票等相關風險。

13. OTHERS.

The Depositor, if visually disabled understand that, in addition to using a notarized power of attorney presented by a agent, the Depositor may also have an account opened and the seal registered with the Bank changed following the rules of the notarization law. Cheque may be issued with the visually disabled Depositor's registered seal and the accuracy of the cheque's content should be confirmed by the Depositor. The Depositor shall also be cautious about risks when issuing cheques including but not limited to the fraudulent use or counterfeiting of the seal or issuance of forged cheques.

茲此證明本約定書由以下之存款人於本約定書所載之日期簽署。

IN WITNESS WHEREOF this Agreement has been duly executed by the undersigned Depositor on the date stated at the end of this Agreement.

※ 存款人應勾選以下空格並在旁簽名或鈐印。

※ The Depositor should check the box and initial/chop next to the box.

簽署: \_\_\_\_\_

Signature:

※ ☐ 存款人茲此聲明其於簽署本約定書前，已攜回審閱至少五日以上。存款人茲明示確認其於詳閱本約定書並與 貴行商議個別條款內容後，完全瞭解並同意本約定書之規定，包括但不限於本約定書規範之義務範圍、上述一般約定事項第 1 條、第 11 條、第 12 條、第 16 條、第 17 條、第 19 條、第 20 條、第 23 條及第 24 條所列之各項費用、同意及權利拋棄事項，例如提前解約(利息計算)、保密義務之免除、個人資料處理、委外處理及抵銷。

※ ☐ The Depositor hereby represents that the agreement has been delivered to the Depositor for review for a period of at least five (5) days before the date hereof. The Depositor hereby expressly acknowledges that, after having separately reviewed and negotiated each such provision with the bank, the Depositor understands and specifically agrees to this agreement, including but not limited to the scope of obligations covered by this agreement and to the expenses, waivers and consents set out in sections 1,11, 12, 16, 17, 19, 20, 23 and 24 of general terms and conditions, above, such as the early termination (interest calculation), waivers of confidentiality, processing of personal data, outsourcing and set-off.

※已於 年 月 日完成個人資料保護法第八條第一項告知義務，告知書交付當事人攜回。交付人: \_\_\_\_\_

存款人: \_\_\_\_\_ (名稱)  
The Depositor (Name)

簽署: \_\_\_\_\_  
Signature (如非個人)公司經濟部大小章與負責人親簽(DBU)  
公司 Signing Bar 與 Director 親簽(OBU)

地址: \_\_\_\_\_  
Address

日期 Date: \_\_\_\_\_

