

## 存款總約定書

**GENERAL AGREEMENT FOR DEPOSITS**

致：新加坡商新加坡華僑銀行股份有限公司台北分公司暨國際金融業務分行（下稱「貴行」）

To: Oversea-Chinese Banking Corporation Limited, Taipei Branch and Offshore Banking Unit (the "Bank")

茲就本人 / 本公司 / 本行號（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），謹同意於可得適用之範圍內，遵守下列各項約定；惟縱存款人及/或 貴行簽訂本約定書，本約定書之任何條款皆不使 貴行負有任何開立或維持任何特定帳戶，或接受任何特定存款之全部或部分之義務，就帳戶之開立及存款之接受，係全權由 貴行決定， 貴行並無義務對存款人揭露或提出任何理由：

With reference to the transactions in connection with our various account(s) with the Bank, including the opening of account(s) of any type, with any tenor, in any currency, and the deposit thereto and the withdrawal or transfer therefrom, we (the "Depositor") hereby agree to be bound by, to the fullest extent applicable, the following terms and conditions; provided, that notwithstanding that this Agreement may be executed by the Depositor and/or the Bank, nothing herein shall obligate the Bank to open or maintain any particular account or accept any particular deposit or all or part of such deposit, such being at the sole discretion of the Bank and without liability on the Bank to disclose or assign any reason to the Depositor:

一、 一般約定事項**GENERAL TERMS AND CONDITIONS.**1. 存款

- (1) 貴行有權隨時決定其開辦收受存款帳戶之種類及性質。
- (2) 存款人於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， 貴行得隨時依本約定書之規定，規定或調整收費標準及最低存款金額。

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 Unit 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 checks 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 OR ADJUST FEE SCHEDULES AND MINIMUM BALANCE REQUIREMENTS FOR VARIOUS TYPES OF SERVICES AND ACCOUNTS IN ACCORDANCE WITH THIS AGREEMENT.**

## 2. 提 款

除經 貴行另行同意，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)，加蓋存款人留存於 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。

### WITHDRAWALS.

Unless otherwise agreed by the Bank, withdrawals are permitted only by checks (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 checks 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. 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。就定存存款帳戶， 貴行將不另發予定存單。除存款人另有指示外， 貴行將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，惟即便存款人已接受該等對帳單， 貴行仍有權隨時更正任何錯誤。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。

#### ACCOUNT STATEMENTS AND TRANSACTION DOCUMENTATION.

No passbook will be issued for demand deposit or checking accounts. No 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 balance 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 subject to the Bank's right to correct any errors contained therein at any time notwithstanding such acceptance by the Depositor.** The Depositor agrees that copies, photographs or any information stored in computers maintained 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, save if the same is proved by the Depositor to be incorrect, in which case, the Bank shall make such appropriate correction.

#### 4. 錯 帳

如因 貴行作業錯誤而錯帳，或由第三人誤寫帳號或戶名，或因電腦錯誤、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，而無須另行通知存款人；倘該錯入款項業經支用，存款人應於 貴行通知後立即返還，否則存款人應自行負擔因此所生之一切損失或賠償。

#### 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 the same upon notice of the Bank, otherwise the Depositor shall be liable for any loss or damage whatsoever caused.

#### 5. 遺失、被竊

存款人支票及 / 或取款印鑑遺失或被竊時，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。

#### LOSS OR THEFT.

**In case of loss or theft of any check or chop for withdrawing, the Depositor shall immediately register 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.

## 6. 支 付

- (1) 地點：除本約定書另有規定外，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受人)之款項，應於存款到期時，活期存款則應於請求時，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。
- (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下一個營業日支付。
- (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。

### PAYMENT.

- (1) Place. Unless otherwise provided herein, all payments to be made by the Bank to the Depositor or the Depositor's assignee or successor, 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.
- (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.

## 7. 透支 / 墊款

除與 貴行另行訂有透支契約外，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(惟 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。

#### ADVANCES.

In the absence of an overdraft agreement with the Bank, the Depositor may not issue checks exceeding the available outstanding balance of its checking account; provided, that if the balance of the Depositor's checking account are insufficient to pay check(s)/note(s) presented and the Bank (although not obligated to do so) advances funds to the Depositor such that the check(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.

#### 8. 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，否則帳戶內縱有足敷支付之金額，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。

#### 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.

#### 9. 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，貴行仍得逕以存款人之帳戶餘額向執票人付款。

#### 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.

#### 10. 利 息

存款之利息，如為新臺幣存款則依一年 365 天，如為外幣存款則依相關外幣存款之市場慣例計算，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 貴行相關幣別存款之牌告利率計息（貴行得隨時調整該等

利率而無須先通知存款人)，於每年六月二十日及十二月二十日結算，並於次一營業日付息。

- (2) 定期存款：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，或於到期時由存款人一次領取之。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。

#### 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 then prevailing rate for the relevant currency posted by the Bank from time to time (such rates may be adjusted by the Bank from time to time without prior notice to the Depositor). Interest shall be calculated semiannually in arrears as of June 20 and December 20 of each year and paid on the following Business Day.
- (2) Time Deposits. 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 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.

#### 11. 定存提前解約

- (1) 新臺幣定期存款：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：就外幣定期存款而言，貴行得依存款人之請求，同意將該

外幣帳戶之存款在到期日前償付，依實際存入天期，按存入時之貴行牌告利率(或議定利率)付息。但存款人應支付相關手續費用，以及因提前終止存款契約所生之利息成本。

#### **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 WHICH RATE SHALL APPLY TO THE ACTUAL TENOR OF THE DEPOSIT (OR SUCH OTHER RATE AS AGREED); 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.** FOR FOREIGN CURRENCY TIME DEPOSIT, THE BANK MAY, UPON THE DEPOSITOR'S REQUEST, AGREE TO REPAY THE DEPOSIT IN A FOREIGN CURRENCY ACCOUNT 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 WHICH RATE SHALL APPLY TO THE ACTUAL TENOR OF THE DEPOSIT (OR SUCH OTHER RATE AS AGREED). THE DEPOSITOR SHALL, HOWEVER, BE RESPONSIBLE FOR THE HANDLING CHARGES AND INTEREST COSTS INVOLVED IN EARLY TERMINATION OF THE RELEVANT DEPOSIT.

#### **12. 定存續存**

- (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，應於存款到期至少五個營業日前通知 貴行。
- (2) 未約定續存：
  - (i) 新臺幣定期存款：存款人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；惟如為定期儲蓄存款，則應依下列規定計算利息：
    - (a) 如於定期存款原到期日(下稱「原到期日」)後一個月(含)內，貴行收到轉期續存指示者(下稱「轉期續存始日」)，**轉期續存之定期存款利息可溯及原到期日起息**，並適用轉期續存始日之貴行牌告定期存款利率；
    - (b) 如於定期存款原到期日後一個月後，貴行方收到轉期續存指示

者，轉期續存之定期存款利息應自 貴行收到轉期續存通知之日起息，並適用轉期續存始日之貴行牌告定期存款利率。就原到期日至轉期續存始日間之期間，應適用轉期續存始日之貴行牌告儲蓄存款利率；且

- (c) 如 貴行未收到轉期續存之指示者，原到期日後應適用之利率為存款人提取款項當日之貴行牌告儲蓄存款利率。
- (ii) 外幣定期存款：存款人倘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。

#### RENEWAL OF TIME DEPOSITS.

- (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 five (5) Business Days prior to the maturity of such deposit.

- (2) No Prior Renewal 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; provided that the interest with respect to time savings deposits shall be calculated as follows:

- (a) If the instruction to renew is received by the Bank ("Renewed Deposit Start Date") on or before the date falling one (1) month after the then current maturity date of the relevant time deposit ("Original Maturity Date"), **interest on the renewed time deposit shall accrue from the Original Maturity Date** at the prevailing time deposit interest rate announced by the Bank on the Renewed Deposit Start Date;
- (b) If such instruction is received by the Bank more than one (1) month after the Original Maturity Date, **interest on the renewed time deposit shall accrue**



**from the Renewed Deposit Start Date** at the prevailing time deposit interest rate announced by the Bank on the Renewed Deposit Start Date. For the interim period between the Original Maturity Date to the Renewed Deposit Start Date, the prevailing saving deposit interest rate announced by the Bank on the Renewed Deposit Start Date shall apply; and

- (c) If no instruction to renew is received by the Bank, the applicable interest rate for the period after the Original Maturity Date shall be the prevailing saving deposit interest rate announced by the Bank on the date such deposit is withdrawn by the Depositor.

- (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 in the same currency.

### 13. 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。

#### 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.

### 14. 轉讓設質限制

除可轉讓定期存款外，存於 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。

## 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.

### 15. 扣 帳

存款人茲授權 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。

## 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 commission or discount charges, commitment fees, penalties for dishonored checks, handling fees for cancelling dishonored checks and other sums payable to the Bank.

### 16. 求償權之限制

本存款限由 貴行位於中華民國之任何分行/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（包括任何政府法規及命令等）之規定。如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 貴行之事由致未能履約時，貴行及該等營業處所應予免責，且屆時 貴行非位於中華民國之其他分行、子公司或關係企業，亦無須負擔任何責任。

## LIMITATION ON RECOURSE.

The obligations of the Bank hereunder are payable solely at the offices of any branch/offshore banking unit of the Bank located in R. O. C. and are subject to the laws of R. O. C. (including any governmental acts, orders, decrees, and regulations). Such offices of the Bank shall not be liable for unavailability of the funds credited to an 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, located outside R. O. C. shall be responsible therefor.

### 17. 保密義務之免除

存款人茲不可撤回且無條件地授權 貴行得將其持有與存款人有關、或存款人與貴行存款、匯款或進行任何交易之資料或類似資料（包括但不限於，存款人帳戶開戶日期、存款人資本及銷售金額、因存款不足導致之退票記錄、取消付款授權或受結算服務之禁制處分提供予 (1)向 貴行提供專業諮詢或其他服務之人；及 / 或 (2) 貴行之總行、其他分行、代表人辦事處、子行、關係事業及總行之控股公司；及 / 或 (3)中華民國、新加坡及因 貴行、 貴行之總行、其他分行、代

表人辦事處、子行、關係事業或總行之控股公司從事商業活動而取得管轄權之監管機關、司法機構或其他政府單位；及 / 或 (4) 擬收購 貴行資產及負債之人，擬與 貴行進行合併之人，以及其他擬與 貴行進行類似交易之人；及 / 或 (5) 其他金融機構、財團法人金融聯合徵信中心或各信用評等機構；及 / 或 (6) 受 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、關係事業、或第三人；及 / 或 (7) 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 (8) 其他 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、行政命令之規定得反對該等揭露之權利。

#### 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, REMITTANCES, DEPOSITS OR OTHER TRANSACTIONS BY THE DEPOSITOR WITH THE BANK OR THE LIKE (INCLUDING WITHOUT LIMITATION, THE DATE THE DEPOSITOR'S ACCOUNT WAS OPENED, THE AMOUNT OF THE DEPOSITOR'S CAPITAL AND BUSINESS TURNOVER AND RECORDS REGARDING THE DEPOSITOR'S DISHONOR RECORD DUE TO INSUFFICIENT FUND, CANCELLATION OF PAYMENT AUTHORIZATION OR "FORECLOSURE" SANCTIONS FROM CLEARING SERVICES) TO (i) PROFESSIONAL ADVISORS OR OTHERS RENDERING SERVICES TO THE BANK AND/OR (ii) THE BANK'S HEAD OFFICE, OTHER BRANCHES, REPRESENTATIVE OFFICES, SUBSIDIARIES, AFFILIATES AND HOLDING COMPANY OF THE HEAD OFFICE AND/OR (iii) REGULATORY, JUDICIAL OR OTHER AUTHORITIES OF THE R.O.C., SINGAPORE OR OF ANY OTHER JURISDICTION IN WHICH THE BANK, THE BANK'S HEAD OFFICE, OTHER BRANCHES, REPRESENTATIVE OFFICES, SUBSIDIARIES, AFFILIATES OR HOLDING COMPANY OF THE HEAD OFFICE DO BUSINESS AND/OR (iv) TO ANY POTENTIAL ACQUIRER OF THE ASSETS AND LIABILITIES OF THE BANK, POTENTIAL MERGER CANDIDATE OF THE BANK, OR THE LIKE, AND/OR (v) OTHER FINANCIAL INSTITUTIONS, THE JOINT CREDIT INFORMATION CENTER OR THE VARIOUS CREDIT RATING AGENCIES AND/OR (vi) OTHER BRANCHES OR AFFILIATES OF THE BANK OR THIRD PARTIES WHICH THE BANK OUTSOURCES THE HANDLING OF CERTAIN TRANSACTIONS AND SERVICES HEREUNDER AND/OR (vii) ANY OTHER PERSON WHERE REQUIRED BY APPLICABLE LAW OR REGULATION OR PURSUANT TO ANY ORDER OF ANY COURT OR ANY TRIBUNAL AND/OR (viii) 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.

#### 18. 處理個人資料

存款人茲同意 貴行為(1)處理存款人與 貴行之往來交易；(2)向存款人推介或准許第三人向存款人推介各項業務；及 / 或(3)從事所適用法令所允許之其他交易，得蒐集、或以處理及利用存款人所提供(或將提供)、或 貴行所取得之個人資料。

存款人茲聲明並擔保所提供之其董事、監察人、主管、職員或第三人之個人資料，皆已取得各該董事、監察人、主管、職員或第三人對 貴行蒐集、處理及利用該等個人資料之同意。倘其董事、監察人、主管、職員或第三人因而對 貴行為任何請求時，存款人願自行負擔全部法律責任，絕無異議。

個人資料保護：關於本約定書相關約款就個人資料保護事項，包括但不限於個人資料蒐集之目的、類別、利用期間、地區、對象、方式、所得行使之權利、不提供個人資料所致權益之影響，及 貴行關於個人資料相關規範之修訂等事宜，存款人茲承認已詳閱「新加坡華僑銀行履行個人資料保護法第八條第一項告知義務內容告知書」，並同意悉依該告知書所載內容辦理。

#### **PROCESSING PERSONAL DATA.**

THE DEPOSITOR HEREBY CONSENTS TO THE BANK'S COLLECTION, PROCESS AND USE OF ANY AND ALL PERSONAL DATA OF THE DEPOSITOR PROVIDED OR TO BE PROVIDED BY THE DEPOSITOR TO THE BANK OR OTHERWISE ACQUIRED BY THE BANK FOR THE PURPOSES OF (I) HANDLING THE BANK'S TRANSACTIONS WITH THE DEPOSITOR; (II) SOLICITING BUSINESS FROM THE DEPOSITOR AND/OR ALLOWING THIRD PARTIES TO SOLICIT BUSINESS FROM THE DEPOSITOR; AND/OR (III) SUCH OTHER PURPOSES AS MAY BE PERMITTED BY APPLICABLE LAWS AND REGULATIONS.

THE DEPOSITOR REPRESENTS AND WARRANTS THAT, WITH RESPECT TO ANY PERSONAL DATA REGARDING ANY EMPLOYEES, DIRECTORS, SUPERVISORS OR OFFICERS OF THE DEPOSITOR OR ANY THIRD PARTIES PROVIDED TO THE BANK PROVIDED BY THE DEPOSITOR, EACH OF THE RELEVANT EMPLOYEES, DIRECTORS, SUPERVISORS AND OFFICERS OF THE DEPOSITOR OR ANY THIRD PARTIES HAS CONSENTED TO THE BANK'S COLLECTION, PROCESSING AND USE OF SUCH PERSONAL DATA. THE DEPOSITOR WILL BE HELD SOLELY RESPONSIBLE, WITHOUT PROTEST, FOR ANY CLAIM MADE BY THE SAID EMPLOYEES, DIRECTORS, SUPERVISORS OR OFFICERS OR THIRD PARTIES AGAINST THE BANK FOR SUCH USE.

**PERSONAL INFORMATION PROTECTION. THE DEPOSITOR HEREBY ACKNOWLEDGES THAT HE/SHE/IT HAS READ AND UNDERSTOOD THE BANK'S "NOTIFICATION FOR THE OBLIGATIONS OF DISCLOSURE SUBJECT TO THE PARAGRAPH 1 ARTICLE 8 OF PERSONAL DATA PROTECTION ACT" ("NOTIFICATION") WHICH INDICATES THE PURPOSES, CATEGORIES, DURATION, AREAS, SUBJECTS, METHODS OF USE, AND RIGHTS THE DEPOSITOR MAY ASSERT, THE EFFECT IF THE DEPOSITOR REFUSES TO PROVIDE SUCH INFORMATION, AND THE REVISION OF SUCH NOTIFICATION. THE DEPOSITOR AGREES THAT THE BANK IS ENTITLED TO PROCESS HIS/HER/ITS INFORMATION IN CONNECTION WITH THE RELEVANT PARAGRAPHS UNDER THIS AGREEMENT PURSUANT TO SUCH NOTIFICATION.**

#### 19. 遵 循

存款人茲聲明知悉 貴行須受中華民國、新加坡或其他國家有關反洗錢、反資助恐怖份子、反貪污、反經濟抵制、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。若嗣後存款人成為受經濟制裁、外國政府或國際洗錢防制組織認定或追查之恐怖分子或團體者， 貴行得拒絕業務往來或逕行

關戶。對於不配合審視、拒絕提供實際受益人或對存款人行使控制權之人等資訊、對交易之性質與目的或資金來源不願配合說明，貴行得暫時停止交易，或暫時停止或終止業務關係。

#### COMPLIANCE.

The Depositor acknowledges that the Bank is subject to reporting and other requirements in the R. O. C., Singapore 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. If subsequent the Depositor becomes under economic sanctions, or become the terrorist or group of recognizing or tracing by foreign governments or international money laundering organizations, the Bank may refuse business activity or close any account under this Agreement with the Depositor. Should the Depositor refuse to cooperate with the Bank for review, refuse to provide the information of the actual beneficiary or persons exercising control over the Depositor or refuse to provide the information, the nature of the transactions or the source of funds and purpose, or is unwilling to cooperate with instructions, the Bank may temporarily stop trading, or temporarily stop or terminate the business relationship.

#### 20. 電子傳輸

存款人承認與 貴行間之電子郵件或其他電子傳輸方式，並非全然安全、無電腦病毒或無錯誤，且其內容可能遭受干擾、竄改、遺失、破壞或延遲，而 貴行就因此所生之任何損失或損害不負任何責任。貴行亦得監看、紀錄或保留與存款人間之傳輸內容。

#### 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 arrive late 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.

#### 21. 處理

存款人茲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、代表人辦事處、子行、關係企業、總行之控股公司或第三人辦理。

#### OUTSOURCING.

THE DEPOSITOR CONSENTS THAT THE BANK MAY FROM TIME TO TIME OUTSOURCE THE HANDLING OF CERTAIN TRANSACTIONS AND SERVICES HEREUNDER TO THE BANK'S OTHER BRANCHES, REPRESENTATIVE OFFICES, SUBSIDIARIES, AFFILIATES AND HOLDING COMPANY OF THE HEAD OFFICE 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.

## 22. 個人資料保護

關於第 17 條至第 21 條及第 36 條所涉個人資料保護事項，包括但不限於個人資料蒐集之目的、類別、利用期間、地區、對象、方式、存款人所得行使之權利、不提供個人資料所致權益之影響，及 貴行關於個人資料相關規範之修訂等事宜，存款人茲已詳閱「新加坡華僑銀行履行個人資料保護法第八條第一項告知義務內容告知書」，並同意悉依該告知書所載內容辦理。

### Personal Information protection

The Depositor hereby acknowledges that he/she/it has read and understood the Bank's "Notification for the Obligations of Disclosure Subject to the Paragraph 1 Article 8 of Personal Data Protection Act" ("Notification") which indicates the purposes, categories, duration, areas, subjects, methods of use, and the rights the Depositor may assert, the effect if the Depositor refuses to provide such information, and the revision of such Notification. The Depositor agrees that the Bank is entitled to process his/her/its information in connection to Sections 17, 18, 19, 20, 21 and 36 pursuant to such Notification.

## 23. 抵 銷

在 貴行所有之其他權利之外，且不限制 貴行所有之其他權利之情形下，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，並以之抵充存款人應支付 貴行之各項到期債務，不論 貴行是否依本約定書提出任何請求，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）。 貴行同意於行使抵銷權並抵充時，即時通知存款人。

### 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 CREDITOR 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. THE BANK AGREES PROMPTLY TO NOTIFY THE DEPOSITOR UPON SUCH SET-OFF AND APPLICATION.

#### 24. 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，由應付與存款人之款項內，依法扣除或扣繳各項稅款。

#### 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.**

#### 25. 終 止

除定期存款外，存款人(須於十四天前事先書面通知 貴行)與 貴行均得隨時終止本約定書下之各項存款帳戶，屆時 貴行應按規定，將存款餘額返還存款人。如終止支票存款帳戶時，存款人並應將其未使用之空白支票退還 貴行。

#### TERMINATION.

Except for time deposit accounts, either the Depositor, with fourteen (14) days prior written notice to the Bank, or the Bank may, at any time and from time to time, terminate and close any account under this agreement, whereupon the Bank shall return all balance in such deposit accounts to the Depositor. Upon a closure of a checking account, the Depositor shall return all unused blank checks to the Bank.

#### 26. 修 訂

貴行得於修訂生效日至少六十天前，以於營業場所公開揭示之方式，修改關於費用、起息點、靜止戶之相關規定，而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。

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。

#### AMENDMENT.

**THE BANK MAY AMEND PROVISIONS RELATED TO FEES, THE DATE FROM WHICH INTEREST SHALL ACCRUE AND INACTIVE ACCOUNTS BY DECLARING SUCH AMENDMENT IN ITS PLACES OF BUSINESS 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.

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

## 27. 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，應於通常郵遞期間經過後，視為已依約對存款人有效送達。

### 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 period, such dispatch by the Bank shall be deemed effectively served on the Depositor in accordance with this Agreement.

## 28. 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，以臺灣臺北地方法院或貴行選定之其他法院，為第一審非專屬管轄法院。

### 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 this Agreement 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 as the non-exclusive court for the first instance.

## 29. 語文

倘中、英文版合約之內容不一致時，應以中文內容為準。

### 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 govern.

### 30. 賠 償

存款人應立即全額賠償 貴行、貴行之職員、員工、名義人及代理人，以使 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之任何索賠、請求、法律行動、訴訟、程序、命令、損失（直接或間接）、損害、成本及費用（包括所有課捐、稅賦、其他收費及法律費用，亦均全額賠償），以及所有其他任何性質或種類之義務。

#### 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.

### 31. 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) 若該指示與任何所適用之法律、命令或其他主管機關規定有不一致之處。

#### 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.

### 32. 無責任

如存款人因本約定書而遭受損失、負擔義務、索賠或損害，除該等損失、負擔義務、索賠或損害係與 貴行之故意行為或重大過失所致者外，概與 貴行無涉，貴行無須對存款人負任何責任，存款人並茲此明示，於所適用法令許可之最大範圍內，放棄對 貴行之各項請求權。

#### 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 (UNLESS OTHERWISE SUCH LOSS, LIABILITY, CLAIM OR DAMAGE ARISES FROM THE WILFUL MISCONDUCT OR GROSS NEGLIGENCE**

OF THE BANK), ALL OF WHICH ARE HEREBY EXPRESSLY WAIVED BY THE DEPOSITOR TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAWS AND REGULATIONS.

### 33. 收費標準

新加坡華僑銀行金融服務費用之收費標準，已依據主管機關規定方式揭露於營業大廳及網站：

(<http://www.ocbc.com/business-banking/large-corporates/international-presence-taiwan.html>)，並保留隨時變更及終止該收費標準之權利；如有變更，將依主管機關規定之方式辦理，於生效日六十日前以顯著方式公開揭示於營業場所及登載於貴行網站。

#### Fee table

OCBC's financial services fee table has disclosed on the business hall and OCBC website:

(<http://www.ocbc.com/business-banking/large-corporates/international-presence-taiwan.html>) based on the competent authority's instruction and reserved the right to change and terminate the financial services fee from time to time. OCBC Taipei branch will comply with the competent authority's instruction for change of the financial services fee table and will publicly disclose the revision of the service fee table in a significant manner on the business hall and OCBC website 60 days before the valid date.

### 34. 聲 明

存款人茲聲明所有在 貴行或華僑銀行集團相關機構之存款及投資，及所衍生之利息及所得，均同意且遵循存款人作為納稅義務人依其所在之相關法令規定辦理。

#### Declaration

The Depositor hereby declare that any funds and assets the Depositor places with you or the relevant [OCBC] entity and any incomes or profits that they generate, will comply with the tax laws of the jurisdiction where the Depositor lives or incorporates or of which I am/we are tax obligor(s).

### 35. 外國帳戶稅收遵從法/金融機構執行共同申報及盡職審查作業辦法特別約款

貴行所定之外國帳戶稅收遵從法特別約款(下稱「FATCA 特別約款」)及金融機構執行共同申報及盡職審查作業辦法特別約款(下稱「CRS 特別約款」)，應與本約定書併同閱讀，且該 FATCA 特別約款及 CRS 特別約款，係補充存款人與 貴行依本約定書所建立之法律關係適用之條款，並構成該等條款之一部。FATCA 特別約款及 CRS 特別約款對存款人具拘束力，存款人亦同意遵守 FATCA 特別約款及 CRS 特別約款之規定。存款人茲此確認已收訖 FATCA 特別約款及 CRS 特別約款。本約定書應以符合 FATCA 特別約款及 CRS 特別約款為前提而適用。倘若 FATCA 特別約款及/或 CRS 特別約款與本約定書有任何衝突或不一致之處，應以 FATCA 特別約款及/或 CRS 特別約款 (依適用情況) 為準。

## FATCA/CRS Policy

The Bank's Foreign Account Tax Compliance Act (FATCA) Policy (the "FATCA Policy") and the Bank's Common Reporting Standard (CRS) Policy (the "CRS Policy") shall be read together with, supplement and form as part of the terms and conditions governing the Depositor's relationship with the Bank established under this Agreement. The FATCA Policy and the CRS Policy shall be binding on the Depositor and the Depositor agrees to comply with and adhere to the FATCA Policy and the CRS Policy. The Depositor hereby acknowledges the receipt of the FATCA Policy and the CRS Policy. This Agreement is subject to the FATCA Policy and the CRS Policy. Should there be any conflict or inconsistency between (i) the FATCA Policy and this Agreement and/or (ii) the CRS Policy and this Agreement, the FATCA Policy and/or the CRS Policy (as applicable) shall prevail.

### 36. 關於外國帳戶稅收遵從法/金融機構執行共同申報及盡職審查作業辦法特別約款之同意

存款人茲此同意，如經 貴行要求，應提供個人資料（定義分別如 FATCA 特別約款及 CRS 特別約款所載）及稅務資訊（定義分別如 FATCA 特別約款及 CRS 特別約款所載）予 貴行，並同意 貴行蒐集、處理、利用、傳輸並揭露上開資訊，以符合相關法令、外國帳戶稅收遵從法、金融機構執行共同申報及盡職審查作業辦法或其他跨政府協議，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 貴行或貴行代理人代表存款人收受款項或給付款項之人，以及依相關法令、外國帳戶稅收遵從法、金融機構執行共同申報及盡職審查作業辦法或其他跨政府協議規定所應對其為揭露之政府機關。

### Consent in relation to FATCA /CRS Policy

The Depositor hereby consents to provide all Personal Information (as defined in the FATCA Policy and the CRS Policy respectively) and Tax Information (as defined in the FATCA Policy and the CRS Policy respectively) as requested by the Bank and agrees that the Bank may collect, process, use, transmit and disclose such information in order to comply with applicable laws and regulations, FATCA, Regulations Governing the Implementation of the Common Standard on Reporting and Due Diligence for Financial Institutions (the "CRS Regulations") or other agreement by or between governments, including but not limited to the collection, processing, use, transmission and disclosure by the Bank of such information to persons who the Bank and its agents receive from or make payments to on behalf of the Depositor and to governmental authorities as required by applicable laws and regulations, FATCA, CRS Regulations or other agreement by or between governments.

### 37. 申 訴

(1) 業務問題洽詢管道：存款人就往來業務、服務及相關約定若有任何疑問，

- 可透過電話：02-8726-8100 於營業時間內洽詢。
- (2) 申訴之程序：如存款人就 貴行所提供之商品或服務認有爭議時，可透過致電、書面或親臨等三種方式向 貴行提出，貴行應即負責處理。
- a. 電話：02-8726-8146，存款人可於營業時間內致電。
  - b. 書面：存款人可透過書面發函方式反應，書面內容應記載存款人姓名、身分證字號、聯絡電話、聯絡地址、並詳述申訴之原因後，將該書面郵寄至 貴行，郵寄地址：台北市忠孝東路五段 68 號 41 樓。
  - c. 親臨貴行：存款人可於營業時間向 貴行主管反應。
- (3) 回應申訴之程序：貴行應於收到存款人申訴意見後五個營業日內，致電予存款人，了解原委或說明處理方式，若無法連絡上存款人，應主動發函通知存款人。
- (4) 適當調查申訴之程序：貴行接獲存款人申訴後，應以公正詳實之態度查明原委後向存款人說明，如存款人無法接受，必要時存款人得向財團法人金融消費評議中心要求進行評議或調解，或向主管機關申訴。

### Complaint

- (1) Contact: Should the Depositor have any queries regarding the Bank's business, service or relevant agreement, the Depositor may make phone enquiries during business hours at the following telephone number: 02-8726-8100.
- (2) Complaints procedure: Should any dispute arise regarding the financial products or services provided by the Bank, the Depositor may contact the Bank using any method indicated below, to which the Bank shall respond accordingly:
- a. TEL No.: 02-8726-8146. The Depositor may call this number during business hours.
  - b. Written letters: The Depositor may write down his/her name, ID No., TEL No., mailing address, and details of the complaint, and mail such letter to the following address of the Bank: 41F, No. 68, Sec. 5, Zhong Xiao E. Rd, Taipei, Taiwan.
  - c. Attendance at the Bank: The Depositor may visit the Bank during business hours to reflect the complaint to the manager of the Bank.
- (3) Reply procedure: The Bank shall contact the Depositor within 5 Business Days upon the receipt of the Depositor's complaint to respond or for further clarification. If the Bank is unable to contact the Depositor by phone, it shall notify the Depositor by mail.
- (4) Complaints handling procedure: Upon receipt of the Depositor's complaint, the Bank shall investigate and respond to the Depositor in good faith. If the Depositor does not accept such response, he/she may apply to the Financial Ombudsman Institution for mediation proceedings or application of ombudsman case or file a complaint with the competent authority.

## 二、 有關支票存款特別約定事項

### 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之約定(以下簡稱本條款)如下：

The Depositor and the Bank hereby agree as follows with regard to the deposit in checking account, handling of dishonored negotiable instruments and Account Rejection records:

#### 1. 定義

本條款所用名詞定義如下：

- (1) 「退票」：指金融業者對於提示之票據拒絕付款，經填具退票理由單，連同票據退還執票人。
- (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。
- (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。
- (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。
- (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，由台灣票據交換所予以註明，備供查詢。
- (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。
- (7) 「拒絕往來」：指金融業者拒絕與票據信用紀錄顯著不良之支票存款戶進行支票存款往來。

### 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 of 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 kept by the Taiwan Clearing House with respect to Dishonored Negotiable Instruments, 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 貴行向台灣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。

### 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 checks and deliver the same to the Bank. After the Bank checks with the Taiwan Clearing House, the Bank shall deliver blank checks 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 such failure is not rectified within one (1) month after the Bank is aware of such 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(如係見票即付之本票，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應合併計算。

#### 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 (if the promissory note is a promissory note payable on demand, the above three (3) year period shall run from the issue date), the Bank may honor the note so long as the Depositor has not withdrawn his/her/its order of payment and no other circumstances prohibiting 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 with the Depositor's record of dishonored checks.

### 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，不得逾越台灣票據交換所向 貴行所收取手續費之百分之一百五十。

#### 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 TAIWAN 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 貴行申請核轉台灣票據交換所，依「支票存款戶票信狀況註記須知」辦理註記。

#### 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 checks issued 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 Taiwan Clearing House for recordation of 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。

#### LIMITATION OR SUSPENSION ON PROVISION OF BLANK CHECKS OR PROMISSORY NOTES.

If any one of the following circumstances exists with regard to the Depositor, the Bank may withhold the issuance of blank checks 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 checks 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，一年內達三張者，貴行得自台灣票據交換所通報日起算，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。

#### TERMINATION OF THE MANDATE AS A PAYING AGENT.

In the event that promissory notes issued by the Depositor drawn from the Depositor's checking account with all financial institutions are dishonored due to the reasons that (i) the authorization of the financial institution designated as paying agent has been withdrawn prior to expiring of the period for presentation, and (ii) 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 on which the Taiwan Clearing House makes the relevant declaration. 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.

#### 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，一年內合計達三張者，或因使用票據涉及犯罪經判刑確定者，貴行得自台灣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。

前項各款退票紀錄應分別計算，不予併計。

#### REJECTED ACCOUNT RECORDS.

In the event that negotiable instruments drawn from the

Depositor's checking accounts with other financial institutions are dishonored due to the existence of one of the following circumstances and the number of such dishonored checks 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 committing a crime related to using negotiable instruments, the Bank may reject the Depositor's account for three (3) years commencing from the date on which the Taiwan 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 貴行通知後一個月內，結清帳戶並返還剩餘空白支票及本票。

##### 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 checks 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 貴行申請核轉台灣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，如再發生存款不足退票之情形，貴行得自台灣票據交換所再通報之日起算，予以拒絕往來三年。

##### 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 forward the same to the Taiwan 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 declares the dishonors again.

#### 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。

#### 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) All negotiable instruments which are dishonored on or after the Account Rejection have been marked with the Redemption, Reserve for Payment, or Re-Presentation and Payment.

#### 12. 彙整資料及提供查詢

存款人同意 貴行以台灣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。

#### MAINTENANCE OF DATA AND INQUIRIES.

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

### 三、 有關國際金融業務分行支票存款特別約定事項

#### SPECIAL TERMS FOR OFFSHORE BANKING UNIT CHECKING ACCOUNTS

存款人於 貴行國際金融業務分行開立之支票存款帳戶，應依據OBU 外幣支票存款約定書之規定，如OBU 外幣支票存款約定書與本約定書之規定有任何歧異之處，應以OBU 外幣支票存款約定書之規定為準。

Checking account (s) opened/to be opened with the Bank's Offshore

Banking Unit shall also be governed by the OBU Foreign Currency Checking Account Agreement and if there is any conflict between the OBU Foreign Currency Checking Account Agreement and this Agreement, the OBU Foreign Currency Checking Account Agreement shall prevail.

茲此證明約定書由以下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 sated at the end of this Agreement.

- ※ ☐ 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規範之義務範圍，及上述一般約定事項第 1 條、第 11 條、第 15 條、第 17 條、第 18 條、第 21 條、第 22 條、第 23 條、第 26 條及第 32 條所列之各項費用、同意及權利拋棄事項，包括但不限於提前解約 (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 EXPRESSLY ACKNOWLEDGES THAT, AFTER HAVING SEPARATELY REVIEWED THIS AGREEMENT AND NEGOTIATED EACH SUCH PROVISION WITH THE BANK, THE DEPOSITOR UNDERSTANDS AND AGREES THE SCOPE OF OBLIGATIONS UNDER THIS AGREEMENT AND THE EXPENSES, WAIVERS AND CONSENTS SET OUT IN SECTIONS 1, 11, 15, 17, 18, 21, 22, 23, 26 AND 32 OF GENERAL TERMS AND CONDITIONS, ABOVE, INCLUDING BUT NOT LIMITED TO THE EARLY TERMINATION (INTEREST CALCULATION), WAIVERS OF CONFIDENTIALITY, PERSONAL DATA PROCESSING, OUTSOURCING AND SET-OFF.**

※ 存款人應勾選上方空格並在下方欄位簽署。

Depositor should tick the above box and initial/chop in the following

存款人明示確認，其於下方欄位簽署，即代表其同意本約定書條款 (含上述個別商議條款) 之內容。

The Depositor hereby expressly acknowledges that, by executing the following column, the Depositor agrees to comply with terms and conditions of this Agreement (including the aforementioned provisions which have been separately reviewed and negotiated with the Bank).

公司(For corporate depositor):

名稱(By):

授權人簽章(公司登記大小章)及董事長/負責人親簽  
Authorized Signature and/or seal and Chairman's  
Signature (for the Corporation registered in  
Taiwan, please affix the chops registered with  
The relevant corporate registration authority)

地址(Address For Notices):

\_\_\_\_\_  
\_\_\_\_\_

見證人:  
Witnessed by:

Signature  
Verified

個人(For individual depositor):

姓名(Name):

(個人印鑑及親簽/Individual chop and Signaure)

身分證號碼(I.D. No.):

地址(Address For Notices):

\_\_\_\_\_  
\_\_\_\_\_

見證人:  
Witnessed by:

Signature  
Verified

中 華 民 國                      年                      月                      日

This                      day of                      , 20