

## I.存款業務簡介(Introduction to Deposit Services)

兆豐國際商業銀行洛杉磯分行(以下簡稱本分行)敘做之存款業務種類包括支票存款、活期存款與定期存款。茲說明其性質如下：

### 1.支票存款：

本分行之營業執照為加州註冊之批發性分行，依據美國金融法令規定，一般而言各種存款之首次開戶存款為不低於美金 250,000 元，惟如存款人為外國人(即存款來自國外)或來自聯辦法規有例外規定者，最低首次開戶存款額為美金 2,000 元。

支票存款不計付利息，存戶可開具支票，開具支票張數不受限制，帳戶維持費每月美金 15 元，為避免負擔此項帳戶維持費，存戶須於當月維持每日帳戶餘額不低於美金 1,000 元。帳戶維持費於每月最後一個營業日自存戶帳戶中扣取。支存帳戶操作之相關收費請見收費明細表，是項收費明細表與開戶協議書等由本分行於開戶之前提供予存戶。

## CHECKING ACCOUNT

### Minimum Opening Deposit

The minimum opening deposit is \$ 250,000 for first account opened subject to federal regulations for a wholesale branch (the first deposit may be placed into different deposit accounts or into different kinds of deposit accounts). However, if the deposits are from a foreign source or from the sources which the federal regulations exempt them from deposit insurance requirement as stated in the subsection of **State Wholesale Branch** under the section of **INTRODUCTION**, the minimum opening deposit is \$ 2,000.

### Account Fees and Charges

The checking account does not bear interest, with this account you can write an unlimited number of checks. To avoid the account maintenance fee of \$15 per month, you must maintain a minimum daily ledger balance of \$ 1,000 during a monthly statement period. If account maintenance fee is assessed to your account, it will be deducted from your account on the last business day of the month.

This account is subject to fees shown in the Fee Schedule which is a part of this Agreement.

If the checking account has a high volume of activity, based on our discretion, we may use account analysis to assess bank fees and other charges. The Bank periodically reviews an account's activity to determine if it should be added to account analysis. We will notify you at least 30 days before we add an account to analysis. You may request your account be added to account analysis, however the decision is the Bank's. Bank fees and other charges assessed against an account on analysis are documented in the Fee Schedule provided by the Bank. Your monthly service charge for each settlement period, which is monthly, is based on the activity of your account and the fees associated with that activity as described in the Fee Schedule.

The Bank will calculate an earnings allowance for your account based on your balance available to support activity for each settlement period. The balance available to support activity is calculated by average available balance, minus legal reserves requirement of 10 %. The resulting balance is referred to as the “balance to support activity,” and is used to calculate your earnings allowance by applying the earnings credit rate to this balance on a monthly basis.

If your monthly service charge during the settlement period is the same as or less than your earnings allowance, you are not assessed a monthly service charge. If your monthly service charge for the settlement period exceeds your earnings allowance, you will be charged on the last business day of the month, for the amount by which your monthly service charge exceeds your earnings allowance. Any excess earnings allowance will not be paid to you and does not accumulate from settlement period to settlement period.

#### Earnings Credit Rate

Your earnings credit rate appears on each analysis statement. Your earnings credit rate is determined by the Bank based on market conditions. The rate is subject to change without prior notice to you. The Bank’s current earnings credit rate is set at 3 months Treasury Bill rate minus 2.5% P. A. You agree that we need not notify you in advance of any change in the earnings credit rate.

## 2.活期存款

活期存款之最低首次開戶存款規定同支票存款(請見支票存款項下第一段說明)。活期存款計付利息，存戶可隨時存入與提領，惟某些交易有次數限制。帳戶維持費每月美金 15 元，為避免負擔此項帳戶維持費，存戶須於當月維持每日帳戶餘額不低於美金 1,000，帳戶維持費於每月最後一個營業日自存戶帳戶中扣取。

活期存款存戶可以親自前來本分行櫃檯或以通訊或以信差送來指示方式作不限次數之提領及轉帳如轉帳之目的係作償還貸款、支付本分行相關費用或存戶於本分行不同帳戶間之轉帳或帳戶之提領係直接支付予存戶者，除上述情況之外，存戶須受每月僅能做六次交易之限制。如果存戶在一個月當中超過六次交易限制達三次或以上者，本分行將通知存戶關閉活期存款帳戶並轉入支票存款帳戶。

活期存款帳戶操作之相關收費請見收費明細表，是項收費明細表與開戶協議書等將由本分行於開戶之前提供予存戶。

## SAVINGS ACCOUNT

A Savings account allows you to earn interest, and make deposits and withdrawals at any time, in any amount. Limitations on certain types of telephone and electronic transfers are described under transaction limits.

#### Minimum Opening Deposit

The minimum opening deposit is \$ 250,000 for first account opened subject to federal regulations for a wholesale branch (The first deposit may be placed into different deposit accounts or into different kinds of deposit accounts). However, if the deposits are from a

foreign source or from the sources which the federal regulations exempt them from deposit insurance requirement as stated in the subsection of **State Wholesale Branch** under the section of **INTRODUCTION**, the minimum opening deposit is \$ 2,000.

#### Interest

The interest rate on your account is based on market conditions, and is set at our discretion. Your interest rate and Annual Percentage Yield (APY) may change from time to time. Interest rate and APY are listed on the Deposit Rate Sheet, which is part of this Agreement and which is provided to you at the time you open an interest-bearing account.

Interest is simple (not compounded), the Bank uses the daily-balance method to calculate the interest on savings accounts. This method applies a daily rate each day to the principal in the account. The daily rate is 1/365 of the interest rate. Interest is credited to your account on the last business day of each month.

Interest on non-cash items, such as checks, begins to accrue on the business day when account holder deposits them.

If account holder closes savings account before the bank credits accrued interest, account holder receives the accrued interest up to the business day prior to the date on which account holder closes the account.

#### Monthly Charge

An account maintenance fee of \$15 will be charged to your account on the last business day of the month. To avoid the account maintenance fee of \$15 per month, you must maintain a minimum daily ledger balance of \$1,000 during a monthly statement period.

#### Transaction Limits

Account holder of savings account may make unlimited withdrawals and transfers each month at the bank's counter or by mail or messenger, if the transfers are for the purpose of repaying loans and associated expenses at the bank or the transfers are fund transfers from this account to another account of the account holder at the bank or the withdrawals are paid directly to the account holder from the account. Except for the foregoing, account holder is limited to six transactions each month from among the following:

- Pre-authorized transfers from savings account to another account of the account holder at the bank or to a third party.
- Telephone transfers from savings account to another account of the account holder at the bank or to a third party.
- Automatic transfers from savings account to another account of the account holder at the bank or to a third party.

If account holder substantially exceeds this limit (i.e. exceeds the six transaction limit by three or more transactions in a month), the bank will notify account holder and convert the savings account to a non-interest-bearing transaction account.

## Excess Transaction Fee

If account holder maintains the required minimum balance of \$1,000 during the month, account holder may make a total of six withdrawals and transfers during the month without charge; if account balance falls below the required minimum balance of \$1,000 during the month, account holder may make a total of two withdrawals and transfers during the month without charge. For each additional withdrawal or transfer, the Bank will charge account holder an excess withdrawal fee of \$2.

### 3. 定期存款

本分行之營業執照為加州註冊之批發性分行，依據美國金融法令規定，一般而言各種存款之首次開戶存款為不低於美金 250,000 元，惟如存款人為外國人(即存款來自國外)或來自聯邦法規有例外規定者，最低首次開戶存款額為美金 20,000 元。定期存款期間為 7 天以上，一個月至一年不等，(目前未敘做一年期以上之定存)。定存利率由本分行視金融市場利率機動調整。定存利率表於客戶開戶前提供予客戶參考。如存款人為外國人，並依規定填列 W-8BEN 表，則存款利息收入免扣繳美國所得稅，存款到期如續存或提取，得以通信方式通知本分行辦理，如無存戶指示，本分行將自動按到期本息依原期間及到期當日現行利率續存。自定存到期日起算 10 天(日曆天)內之寬限期間，存款人可存入、提領或變更存款期間，寬限期於存款人存款或提款當日終止。

本分行現行存款利率係以單利計算，因此 APY(annual percentage yield)與 APR(annual percentage rate)相同。詳請見存款利率表。定存中途解約有罰息規定，其計算方式如下：

- (1) 定存期間為 7~31 天者，罰息為下列三項之孰高者：
  - (a) 提領金額已賺取之利息，或
  - (b) 相當於 7 天之利息，或
  - (c) 相當於提領金額如未中途解約依原存款期間計算應賺取利息之半數；
- (2) 定存期間為 32~91 天者，為下列二者孰高者：
  - (a) 提領金額按原存款期間之利率以單利計算 31 天之利息，或
  - (b) 提領金額按存款到期時之新利率減去原存利率之利率差異乘以存款尚餘期間所得出之利息(此種情況只有在美金市場利率急遽大幅上升之際才會適用)；
- (3) 定存期間為 92 天~一年者，為下列二者孰高者：
  - (a) 提領金額按原存款期間之利率以單利計算 91 天之利息，或
  - (b) 同(2)(b)。

## TIME DEPOSIT ACCOUNT

### Term

The time deposit account allows you to earn interest at a fixed rate on funds you leave on deposit for a specific period of time, called a term. The interest rate is fixed for the term and is based on the rates in effect at the time you make the deposit. You may choose from terms that range from seven days up to one year.

#### Renewal

We automatically renew your account by reinvesting your funds on the maturity date, which is the first day after the term ends. We reinvest both principal and interest, unless you have other arrangement with us. The term for this reinvested deposit is the same length as the previous term of your account. The interest rate on the reinvested deposit is the rate we offer on the maturity date for the amount and term of the reinvested deposit. If your time deposit account has a term of 32 days or more, we will notify you in writing before the original and all subsequent maturity dates.

We issue a Certificate of Time Deposit to you every time you make time deposit with us. Upon the original and all subsequent maturity dates, we issue to you Confirmation of Time Deposit Renewal.

#### Grace Period

You may make a deposit, withdrawal or change in the length of the term once during the grace period. The grace period is 10 calendar days which begins on the maturity date. The grace period ends the day you make a withdrawal or a deposit. The interest rate we pay during the grace period is the rate we offer on the maturity date for the amount and term of the deposit.

#### Minimum Opening Deposit

The minimum opening deposit is \$250,000 for first account opened subject to federal regulations for a wholesale branch (The first deposit may be placed into different deposit accounts or into different kinds of deposit accounts). However, if the deposits are from a foreign source or from the sources which the federal regulations exempt them from deposit insurance requirement as stated in the subsection of State Wholesale Branch under the section of INTRODUCTION, The minimum opening deposit is \$20,000.

#### Interest

**Interest on Your Funds.** With a time deposit, your funds earn interest. Interest rates vary and are determined by the amount you deposit and the term you choose. The interest rate on time deposit is based on market conditions. The interest rate and annual percentage yield (APY) are listed on the Deposit Rate Sheet which is a part of this Agreement and which is provided to you at the time you open time deposit account with us.

The interest is simple (not compounded), we use the daily-balance method to calculate the interest on your account. This method applies a daily rate each day to the principal in the account. The daily rate is 1/365 of the interest rate.

You may obtain current rates at any time by calling us at (213) 489-3000.

We credit interest to your account at maturity or pay it to you according to the arrangement you made with us.

Interest on non-cash items, such as checks, begins to accrue on the business day you deposit them.

## Early Withdrawal Fee and Compensating Fee

When you invest in a time deposit account, you agree to keep the principal on deposit with us for the term you have selected. If you withdraw all or a portion of the principal prior to the maturity date of the deposit, the Bank may assess an Early Withdrawal Fee or Compensating Fee, whichever is greater. It may be necessary to deduct all, or a portion, of the fee from the principal amount of the time deposit. However, any portion of a time deposit withdrawn, due to the death or legal incompetence of the owner, is not subject to an Early Withdrawal Fee or Compensating Fee.

### Early withdrawal Fee

The Bank's Early Withdrawal Fee will be assessed as follows:

- For time deposits with terms of seven through 31 days, the Early Withdrawal Fee is an amount equal to:
  - (a) All interest earned on the amount withdrawn, or
  - (b) An amount equal to seven days interest, or
  - (c) An amount equal to one-half the interest that could have been earned for the term on the amount withdrawn, whichever is greatest;
- For time deposits with terms of 32 to 91 days, the Early Withdrawal Fee is 31 days simple interest at the rate being paid on the amount withdrawn or the Compensating Fee explained below, whichever is greater;
- For time deposits with terms of 92 days to one year, the Early Withdrawal Fee is 91 days simple interest at the rate being paid on the amount withdrawn or the Compensating Fee explained below, whichever is greater;

### Compensating Fee

The Compensating Fee is designed to protect the Bank during periods of increasing interest rates.

The following paragraphs describe when the Early Withdrawal Fee or the Compensating Fee will be assessed and how the Compensating Fee is calculated.

The Compensating Fee is calculated by first determining the rate differential. This is determined by subtracting the interest rate being paid on your time deposit from the rate we would pay on a new time deposit in the amount of your original time deposit, with a term equal to the number of days remaining in the term. Next, the Compensating Fee is determined by calculating the amount of simple interest that could have been earned on the amount withdrawn for the number of days remaining in the current term of your time deposit, at the interest rate equal to the rate differential determined above.