# 兆豐國際商業銀行 國際金融業務分行存款開戶總約定書

# 修正條文對照表

修正條文(修訂後版本為2020.2版) 現行條文 第壹章、 共同約定事項 第壹章、 共同約定事項

四、

The standards for handling fees linked up with relevant services for the "Deposits" are enumerated in the Appendix and promulgated by the Bank's official website, i.e.,: https://www.megabank.com.tw. 本存款相關業務之手續費收費標準詳如附表,並公告於銀行官 方網站,網址:https://www.megabank.com.tw。

七、

In the event that an amount of another's account is wrongly deposited into the account of the Depositor by the Bank due to a mistake in the account number, name of account holder, amount, misoperation in the computer, breakdown in the computer equipment and facilities or such reasons, or the account of the Depositor is over-deposited, the Bank may correct the error and deduct the wrongly deposited amount from the account of the Depositor without regular fund withdrawal procedures. In the event that the Depositor has already withdrawn such amount, the Depositor shall return such sum in full forthwith.

銀行存入他人帳戶之款項,如因誤寫帳號、戶名、金額、操作 電腦錯誤、電腦設備故障或其他原因致誤存入存戶帳戶,或有 多存入金額情事者,一經發現,銀行得不經由一般取款程序逕 自存戶帳戶內扣除更正之;款項業經提領者,存戶應即返還 之。

九.、

The transaction instructions given by the Depositor to the Bank through other agreed methods the Depositor applied for shall have the same legal effect as withdrawals, account transfers, or other transactions instructions made by the Depositor with the passbook and registered seal. After the transaction, the balance of the Deposits is based on the bank records. In addition, any transaction certificate stored and provided based on the agreed method in the form of photocopies, photos, recordings, electronic messages or computer files shall all have the same legal effect as the originals.

存戶另申請以其他約定方式對銀行為交易指示,其與存戶憑存 摺與留存印鑑提領、轉帳或其他交易指示之行為具相同之法律 效力,交易後本存款餘額以銀行帳載為準且依約定方式留存/ 提供銀行交易相關之憑證影本、憑證相片、錄音、電子訊息或 電腦存儲之資料,均與原始憑證具相同之法律效力。

The standards for handling fees linked up with relevant services for the "Deposits" are promulgated by the Bank's official website, i.e.,: https://www.megabank.com.tw.

本存款相關業務之手續費收費標準公告於銀行官方網站,

網址:https://www.megabank.com.tw。

七、

In the event that an amount of another's account is wrongly deposited into the account of the Depositor by the Bank due to a mistake in the account number, name of account holder, amount, misoperation in the computer, breakdown in the computer equipment and facilities or such reasons, or the account of the Depositor is over-deposited, the Bank may correct the error immediately and deduct the wrongly deposited amount from the account of the Depositor. In the event that the Depositor has already withdrawn such amount, the Depositor shall return such sum in full forthwith. 銀行存入他人帳戶之款項,如因誤寫帳號、戶名、金額、 操作電腦錯誤、電腦設備故障或其他原因致誤存入存戶帳 户,或有多存入金額情事者,銀行得立即更正並逕自存戶 帳戶內扣回;款項業經提領者,存戶應即返還之。

1.

The transaction instructions given by the depositor to the Bank through other agreed methods the depositor applied for shall have the same legal enforceability as withdrawals, account transfers, or other transactions instructions made by the depositor with the passbook and registered seal. In addition, any transaction certificate stored and provided based on the agreed method in the form of photocopies, photos, recordings, and computer data shall have the same <u>legal enforceability</u> as the originals.

存戶另申請以其他約定方式對銀行為交易指示,其與存戶 憑存摺與留存印鑑提領、轉帳或其他交易指示之行為具相 同之法律效力,且依約定方式留存/提供銀行交易相關之憑 證影本、憑證相片、錄音或電腦存儲之資料,其與原始憑 證具相同之法律效力。

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Subject to the consent by the Bank, the Depositor may apply to the Bank for services in the collection of bills (except in New Taiwan Dollars):

- 1) If the check that the Depositor intends to deposit is filled out or signed using an erasable pen or a disappearing ink pen, the Bank may refuse to proceed with the check collection service. The Depositor shall be held liable for any dispute arising from circumstances such as a collected check which is filled out or signed with an erasable pen or a disappearing ink pen, illegible handwriting or other situations during check collection.
- 2) After a check collected by the Bank is deposited into the deposit account, the Depositor shall not withdraw the sum until the Bank completes the collection of payment.
- 3) The Depositor shall inquire with the Bank regarding whether a collected check has been dishonored and shall pick up such check which is proved to have been dishonored. The Bank may notify (but is not obliged to) the Depositor to retrieve it. In the event that a collected check is not retrieved within one year after being dishonored, the Bank assumes no responsibility for custody. When a collected check is dishonored, the Depositor shall claim for a reimbursement himself or herself. The Bank is not obliged to maintain or exercise the rights under that check.
- 4) In the event that a collected check is dishonored or develops other disputes, making the Bank unable to collect the payment, the Bank may deduct the payment has been transferred by the Bank from the account and correct the amount straightaway. In the event that amount has been withdrawn by the Depositor, the Depositor shall return that amount to the account forthwith.
- 5) In the event that the depositor applies to the bank for purchase (collection) of clean bills with foreign currency bills, the Depositor agrees to fill up the "Negotiation (Collection ) of Clean Bills Application/ Agreement" on a case by case basis. If the issuing bank or payment place of bill is in overseas jurisdiction, it shall be dealt according to the laws and regulations of such jurisdiction.

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Subject to the consent by the Bank, the Depositor may apply to the Bank for services in the collection of bills(except in New Taiwan Dollars):

- <u>1)</u> After a check collected by the Bank is deposited into the deposit account, the Depositor shall not withdraw the sum until the Bank completes the collection of payment.
- 2) The Depositor shall inquire with the Bank regarding whether a collected check has been dishonored and shall pick up such check which is proved to have been dishonored. The Bank may notify (but is not obliged to) the Depositor to retrieve it. In the event that a collected check is not retrieved within one year after being dishonored, the Bank assumes no responsibility for custody. When a collected check is dishonored, the Depositor shall claim for a reimbursement himself or herself. The Bank is not obliged to maintain or exercise the rights under that check.
- 3) In the event that a collected check is dishonored or develops other disputes, making the Bank unable to collect the payment, the Bank may deduct the payment has been transferred by the Bank from the account and correct the amount straightaway. In the event that amount has been withdrawn by the Depositor, the Depositor shall return that amount to the account forthwith.
- 4) In the event the Depositor deposit a check, the case shall be duly handled in accordance with the terms and conditions set forth under the "Application and Agreement for Purchases of Clean Bills or Collection of Clean Bills"—and—the Bank's rules regarding the purchase of clean bills or collection of clean bills.

  存戶經銀行同意,得請求銀行辦理新台幣以外票據託收服

存戶經銀行同意,得請求銀行辦理新台幣以外票據託收服 務:

- <u>(一)</u> 託收票據存入帳戶後,須俟銀行收妥入帳後始能提 領。
- (二) 存戶應向銀行查詢託收票據是否有退票情事發生, 如遭退票應即來行取回,銀行亦得通知(但無義 務)存戶來行取回。自退票日起算逾一年仍未取回 之託收票據,銀行不負保管責任。託收票據遭退票 時,存戶應自行追償,銀行並無代為保全及行使票 據權利之義務。

存戶經銀行同意,得請求銀行辦理新台幣以外票據託收服務:

- (一) 存戶擬存入之票據倘係使用易擦拭或易褪色之筆填寫 簽發者,銀行得拒絕辦理票據託收服務。託收票據倘 以易擦拭或易褪色之筆填寫簽發、字跡難於辨認或其 他情形致發生糾紛時,概由存戶自行負責。
- (二) 託收票據存入帳戶後,須俟銀行收妥入帳後始能提領。
- (三) 存戶應向銀行查詢託收票據是否有退票情事發生,如 遭退票應即來行取回,銀行亦得通知(但無義務)存 戶來行取回。自退票日起算逾一年仍未取回之託收票 據,銀行不負保管責任。託收票據遭退票時,存戶應 自行追償,銀行並無代為保全及行使票據權利之義 務。
- (四) 託收票據發生退票或其他糾葛情事,致銀行未能收取 票款時,其已先入帳之票款,銀行得逕自帳戶內更正 扣回;如款項已被存戶提領,存戶應即返還之。
- (五) 存戶持外幣票據向本行申請買入光票或光票託收時, 同意逐案填具「買入光票或光票託收申請暨約定書」 辦理,票據之發票行/付款地若在國外,應依各該國法 令規定處理。

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- (三) 託收票據發生退票或其他糾葛情事,致銀行未能收取票款時,其已先入帳之票款,銀行得逕自帳戶內更正扣回;如款項已被存戶提領,存戶應即返還之。
- (四) <u>存戶存入票據時、應依</u>「買入光票或光票託收申請 <u>暨</u>約定書」<del>之約定條款及銀行光票買入及託收相關</del> 規定辦理。

## 十二、

Subject to consent of the Bank, the Depositor may apply to the Bank for interbranch collection and payment services for the Deposits:

- 1) The Depositor shall turn to the Bank to set the withdrawal password through the password machine at the Bank counter in person and may apply to a domestic operation department of the Bank for a change or suspension from use of the withdrawal password.
- 2) The Depositor shall be required to make withdrawal with the passbook, registered seal, withdrawal password, and withdrawal slip at the Bank's domestic business units. If the Depositor has previously applied to the original account opening unit for withdrawal without passbook, the Depositor may make inter-branch withdrawals without the passbook and the withdrawal shall be processed in accordance with the terms and conditions for withdrawal without passbook. The Bank shall be deemed as having fulfilled its due care as a good administrator when it conducted the inter-branch payment for the Deposits in accordance with the aforementioned method and it shall not be required to verify the identity of the individual that performs the withdrawal.
- 3) The total accumulated withdrawals by the Depositor

十二、

Subject to consent of the Bank, the Depositor may apply to the Bank for interbranch collection and payment services for the subject deposits:

- 1) The Depositor shall turn to the Bank to set the withdrawal password through the password machine at the Bank counter in person and may apply to a domestic operation department of the Bank for a change or suspension from use of the withdrawal password. The Depositor agrees to duly proceed with the application process in accordance with the requirements of the Bank.
- 2) The depositor shall be required to make withdrawal with the passbook, registered seal, withdrawal password, and withdrawal slip at the Bank's domestic business units. If the depositor has previously applied to the original account opening unit for withdrawal without passbook, the depositor may make interbranch withdrawals without the passbook and the withdrawal shall be processed in accordance with the terms and conditions for withdrawal without passbook. The Bank shall be deemed as having fulfilled its due care as a good administrator when it conducted the interbranch payment for the deposit in accordance with the aforementioned method and it shall not

through a bank unit other than the department where he or she opened the account everyday shall not exceed the maximum limit amount equal to NT\$3,000,000. Such maximum limit may be, nevertheless, raised in response to a special application which is approved by the Bank.

存戶經銀行同意,得請求銀行辦理本存款之聯行代收付款服務:

- (一) 存戶本人應親至銀行櫃檯密碼機設定提款密碼、申請 變更或停用提款密碼。
- (二)提款時應憑存摺、留存印鑑、提款密碼及取款憑條至銀行國內營業單位辦理;倘存戶已事先向原開戶單位申請無摺提款業務,則聯行提款時得不憑存摺,依無摺提款約定事項辦理。銀行依上開約定方式對本存款辦理聯行代付,應認定已盡善良管理人之注意義務,無庸另行查驗提款者之身分。
- (三) 存戶於原開戶單位以外之銀行營業單位提款,每日累 計提領金額以等值新臺幣三百萬元為限;惟經特別申 請並經銀行同意時,得提高之。

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- be required to verify the identity of the individual that performs the withdrawal.
- 3) The total accumulated withdrawals by the Depositor through a bank unit other than the department where he or she opened the account everyday shall not exceed the maximum limit amount equal to NT\$3,000,000. Such maximum limit may be, nevertheless, raised in response to a special application which is approved by the Bank.

存戶經銀行同意,得請求銀行辦理本存款之聯行代收付款 服務:

- (一) 存戶本人應親至銀行櫃檯密碼機設定提款密碼、申請變更或停用提款密碼;存戶同意依銀行規定辦理各項申請事宜。
- (二)提款時應憑存摺、留存印鑑、提款密碼及取款憑條 至銀行國內營業單位辦理;倘存戶已事先向原開戶 單位申請無摺提款業務,則聯行提款時得不憑存 摺,依無摺提款約定事項辦理。銀行依上開約定方 式對本存款辦理聯行代付,應認定已盡善良管理人 之注意義務,無庸另行查驗提款者之身分。
- (三) 存戶於原開戶單位以外之銀行營業單位提款,每日 累計提領金額以等值新臺幣三百萬元為限;惟經特 別申請並經銀行同意時,得提高之。

## 十三、

Subject to consent of the Bank, the Depositor may request the Bank to provide deposit and withdrawal services without passbook.

- 1) In case of services of deposits or withdrawals, the Depositor may fill up only the deposit or withdrawal slips in duplicate without the passbook. The Bank will afterwards return one of the slips to the Depositor for archiving.
- 2) The Depositor may apply for deposit without passbook at any domestic business unit of the Bank. Advanced applications shall not be required. However, withdrawal without passbook shall be applied in advance. Depositors that have applied for inter-branch collection/payment shall not be required to apply for withdrawal without passbook at the original account opening unit.
- 3) Where the Depositor as a natural person (individual) proceeds with a withdrawal without a passbook, other than the affixing of the original registered seal impression specimen originally archived with the Bank, he or she shall sign on the withdrawal slip in person on-the-spot.

十三、

The Bank agrees that the depositor may request the Bank to provide deposit and withdrawal services without passbook and the depositor agrees toprocess such transactions in accordance with the Bank's related regulations:

- In case of services of deposits or withdrawals, the Depositor may fill up only the deposit or withdrawal slips in duplicate without the passbook. The Bank will afterwards return one of the slips to the Depositor for archiving.
- 2) The depositor may apply for deposit without passbook at any domestic business unit of the Bank. Advanced applications shall not be required. However, withdrawal without passbook may only be applied at the original account opening unit—in advance. Depositors that have applied for inter-branch collection/payment shall not be required to apply for withdrawal without passbook at the original account opening unit.
- 3) Where the Depositor as a natural person (individual) proceeds with a withdrawal without

4) In the event that the Depositor as a juristic person proceeds with a withdrawal without a passbook, other than the affixing of the original registered seal impression specimen originally archived with the Bank, the responsible person shall sign on the withdrawal slip (the signature is required to be the same with the one preserved on the specimen seal certificate card). Unless otherwise specified, a transfer without passbook can only be permitted in the circumstances of

"Remittance into the account of the Depositor in other financial institution", "Payment of liability of the Depositor in any business unit of the Bank", or "Payment of Depositor's tax and fee which is collected by the Bank".

"Remittance or transfer into the account of the Depositor in any business unit of the Bank",

經銀行同意,存戶得請求銀行辦理本存款之無摺存、提款服務:

- (一) 存戶於存、提款時得不憑存摺,僅填具存、取款憑條一式兩聯,由銀行於辦妥後簽退一聯交存戶收執。
- (二)無摺存款得在銀行國內任一營業單位辦理,無庸事先申請。但無摺提款應事先申請且限在原開戶單位辦理,惟已辦理聯行代收付者,不受無摺提款須在原開戶單位辦理之限制。
- (三) 自然人存戶辦理無摺提款時,除簽蓋原留存印鑑外, 取款憑條並應當場親簽。
- (四) 法人存戶辦理無摺提款,除簽蓋原留存印鑑外,應由 負責人於取款憑條無摺提款親簽處簽名(簽名應與印 鑑卡留存之簽樣相符);除另有約定外,轉帳限「轉入 或匯入存戶在本行任一營業單位之帳戶」、「匯入存戶 在其他金融機構之帳戶」、「償付其在本行任一營業單 位之債務」或「支付以存戶為繳納人之本行代收稅、 費、款項」。

#### 十五、

The Depositor agrees that where the services and businesses provided by the Bank are interrupted due to laws, regulations, failure of telecommunication networks, third-party sabotage or error, other reasons not attributable to the Bank, other force majeure including incidents, acts of god, war, terrorist activities, strikes, suspension of work, natural disasters, or other reasons that cannot be reasonably controlled by the Bank, the Bank shall not be liable for the interruption, any loss caused by the interruption, or its inability to perform or delay in the performance of obligations set forth in the

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- a passbook, other than the affixing of the original registered seal impression specimen originally archived with the Bank, he or she shall sign on the withdrawal slip in person onthe-spot.
- (corporate) person proceeds with a withdrawal without a passbook, the responsible person shall sign on the withdrawal slip (the signature is required to be the same with the one preserved on the specimen seal certificate card). In addition, a transfer without passbook can only be permitted in the circumstances of "Remittance or transfer into the account of the Depositor in any business unit of the Bank", "Remittance into the account of the Depositor in other financial institution", or "Payment of liability of the Depositor in any business unit of the Bank".

經銀行同意,存戶得請求銀行辦理本存款之無摺存、提款 服務,<del>且存戶同意依銀行相關規定辦理</del>:

- (一) 存戶於存、提款時得不憑存摺,僅填具存、取款憑條一式兩聯,由銀行於辦妥後簽退一聯交存戶收執。
- (二) 無摺存款得在銀行國內任一營業單位辦理,無庸事 先申請。但無摺提款應事先<del>向原開戶單位</del>申請且<del>僅</del> 限在原開戶單位辦理,惟已辦理聯行代收付者,不 受無摺提款須在原開戶單位辦理之限制。
- (三) 自然人存戶辦理無摺提款時,除簽蓋原留存印鑑 外,取款憑條並應當場親簽。
- (四) 法人存戶辦理無摺提款,應由負責人於取款憑條無 摺提款親簽處簽名(與印鑑卡留存之簽樣相符); 轉帳限「轉入或匯入存戶在本行任一營業單位之帳 戶」、「匯入存戶在其他金融機構之帳戶」<u>或</u>「償付 其在本行任一營業單位之債務」。

## 十五、

The depositor agrees that where the services and businesses provided by the Bank is interrupted due to laws, regulations, failure of telecommunication networks, third-party sabotage or error, other reasons <u>unattributable</u> to the Bank, other force majeure incidents, acts of god, war, terrorist activities, strikes, suspension of work, natural disasters, or other reasons that cannot be reasonably controlled by the Bank, the Bank shall not be liable for the interruption, any loss caused by the interruption, or its inability to perform or

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Agreement.

存戶同意銀行提供之各項服務及業務,如因法令規定、電信線 路故障、第三人人為破壞或錯誤、其他不可歸責於銀行之事由 或因天災、戰禍、恐怖活動、罷工、停工、自然災害等不可抗 力事件或銀行在合理情況下無法控制之其他原因而致中斷,其 中斷與中斷所引致之任何損失或因上述情況致銀行無法履行或 遲延履行本契約下之義務者,銀行毋須負責。

## 十六、

Not unless agreed upon by the Bank shall the Depositor sell, lease, assign or provide pledge over the creditor's right, passbook, account number or account itself of the Deposits to a third party other than the Bank. In the event that a violation of the provision above, the aforesaid action taken by the Depositor shall not be effective to the Bank, and the Depositor must assume legal liabilities arising therefrom. Anyone who gives the accounts to fraud syndicates will have committed crimes of assisting in fraud and money laundering.

非經銀行同意,存戶不得將本存款之債權、存摺、帳號或帳戶權利出售、出租、讓與或設定質權予銀行以外之第三人,違者對銀行不生效力且存戶須自負法律責任。凡提供帳戶交詐騙集團使用者,將觸犯幫助詐欺罪及幫助洗錢罪。

## 十七、

The Depositor shall keep the passbook, deposit certificate, password, fund withdrawal seal, and other certifications agreed for transactions separately. In the event of theft, loss, destruction, or other cases in which such items separates from its Depositor, the Depositor shall carry out procedures for reporting the loss or suspension of payment with the Bank through the telephone or in written documents. The Depositor shall be required to apply for reissuance of the items or replace the seals in writing over the counter. If the Depositor's funds were misappropriated before the loss is reported to the Bank, the Depositor shall still be responsible for repayment of any payments that the Bank has made against valid passbooks, deposit certificates, passwords, seals and signatures, or other certifications agreed for transactions. The Bank shall not be liable for compensation for losses suffered by the Depositor as a result thereof. The Bank shall not be liable for any losses due to forgery or alteration of the Depositor's signature on passbook, deposit certificate, seal, or other

delay in the performance of obligations set forth in the Agreement.

存戶同意銀行提供之各項服務及業務,如因法令規定、電信線路故障、第三人人為破壞或錯誤、其他不可歸責於銀行之事由或因<del>不可抗力事件、天災、戰禍、恐怖活動、罷工、停工、自然災害</del>或銀行在合理情況下無法控制之其他原因而致中斷,其中斷與中斷所引致之任何損失或因上述情況致銀行無法履行或遲延履行本契約下之義務者,銀行毋須負責。

#### 十六、

Not unless agreed upon by the Bank shall the Depositor assign or provide pledge over the creditor's right of the subject deposit to a third party other than the Bank.

非經銀行同意,存戶不得將本存款之債權讓與或設定質權予銀行以外之第三人。

## ++,

The depositor shall keep the passbook, deposit certificate, password, fund withdrawal seal, and other certifications agreed for transactions separately. In the event of theft, loss, destruction, or other cases in which such items are no longer owned by the depositor, the depositor shall carry out procedures for reporting the loss or suspension of payment with the Bank through the telephone, in written documents, online banking, or other automated service systems. The depositor shall be required to apply for reissuance of the items in writing over the counter or replace the seals. If the depositor's funds were misappropriated before the loss is reported to the Bank, the depositor shall still be responsible for repayment of any payments that the Bank has made against valid passbooks, deposit certificates, passwords, seals and signatures, or other certifications agreed for transactions. The Bank shall not be liable for compensation for losses suffered by the depositor as a result

certifications agreed for transactions which the Bank's employee was unable to discern with the naked eye and deemed them to meet qualifications for payment despite exercising the duty of care as a prudent administrator.

存戶對於存摺、存單、密碼、取款印章及其他約定之往來憑證等務須分別保管,如遇被盜,遺失、滅失或其他脫離存戶占有等情事時,得先以電話或書面等方式向銀行辦理掛失止付手續,惟須再以書面方式向臨櫃辦理補發或更換印鑑手續,倘存戶帳戶內之款項於辦妥掛失止付手續前遭他人冒領者,如領款人提示之存摺、存單、密碼、印鑑簽樣或其他約定之往來憑證等真實無誤,銀行所為付款行為對存戶仍生清償效力,銀行對存戶因此所生之損害不負賠償責任。

存摺、存單、印鑑簽樣或其他約定之往來憑證等經偽造、變造或 塗改而非肉眼所能辨認,如銀行已盡善良管理人之注意義務仍 認為相符予以付款者,其發生之損失,銀行不負賠償之責。 thereof. The Bank shall not be liable for any losses due to forgery or alteration of the depositor's signature on passbook, deposit certificate, seal, or other certifications agreed for transactions which the Bank's employee was unable to discern with the naked eye and deemed them to meet qualifications for payment despite exercising the duty of care as a prudent administrator.

存戶對於存摺、存單、密碼、取款印章及其他約定之往來 憑證等務須分別保管,如遇被盜,遺失、滅失或其他脫離 存戶占有等情事時,得先以電話一書面、網路銀行或各項 自動化服務系統等方式向銀行辦理掛失止付手續,惟須再 以書面方式臨櫃辦理補發或更換印鑑手續,倘存戶帳戶內 之款項於辦妥掛失止付手續前遭他人冒領者,如領款人提 示之存摺、存單、密碼、印鑑簽樣或其他約定之往來憑證 等真實無誤,銀行所為付款行為對存戶仍生清償效力,銀 行對存戶因此所生之損害不負賠償責任。

存摺、存單、印鑑簽樣或其他約定之往來憑證等經偽造、變 造或塗改而非肉眼所能辨認,如銀行已盡善良管理人之注意 義務仍認為相符予以付款者,其發生之損失,銀行不負賠償 之責。

## 十八、

The Depositor agrees that the Bank may, based on business requirements, add, delete, or change terms and conditions specified in the Agreement, related services (including but not limited to adding foreign currency deposit currency types or changing interest rates, minimum amount for calculating interest, or minimum account for opening deposit amount), and service fee standards. The aforementioned changes, unless otherwise specified in laws or regulations of regulators, or provided in the Agreement, or unless the contents are beneficial to the Depositor, shall be published and announced on the Bank's website or business premises 60 days prior to the effective date in lieu of notifications. Where the Bank deems it necessary, it may notify the Depositor in writing or through other methods. If the Depositor disagrees with the Bank's addition, deletion, or modification of terms or the content/item of a service after the change, the Depositor shall, within the deadline designated by the Bank (where a deadline is not specified, it shall be before the change becomes effective), terminate transactions and business relations with the Bank and this Agreement in accordance with the first paragraph of Article 21 of Chapter One. If the Depositor fails to do so, it shall be deemed as having agreed to the modified terms or

## 十八、

The depositor agrees that the Bank may, based on business requirements, add, delete, or change terms and conditions specified in the Agreement, related services (including but not limited to adding foreign currency deposit currency types or changing interest rates, minimum amount for calculating interest, or minimum account for opening deposit amount), and service fee standards. The aforementioned changes, unless otherwise specified in laws or regulations of regulators or where the contents are beneficial to depositors, shall be published and announced on the Bank's website or business premises 60 days prior to the effective date in lieu of notifications. Where the Bank deems it necessary, it may notify the depositor in writing or through other methods. If the depositor disagrees with the Bank's addition, deletion, or modification of terms or the content of a service after the change, the depositor shall, within the deadline designated by the Bank (where a deadline is not specified, it shall be before the change becomes effective), terminate transactions and business relations with the Bank and this Agreement in accordance with the Bank's related operating regulations. If the depositor fails to do so, it shall be deemed as having agreed to the modified

automatically privy to the service contents/items after the change. However, the modified content/items of a service and the rights of the Depositor, which must be applied by the Depositor pursuant to the provisions of the law, or the Bank's announcement, are not included.

二十一、

Termination or invalidity of the Agreement or the Deposit:

- 1) Unless otherwise specified in regulations or in agreements with the Bank, the Depositor may terminate the Agreement and the Deposit ("account closing") at any domestic business unit of the Bank in person. However, it also may close the account via mail in accordance with the following provisions. Account closing through mail is restricted to demand deposit account with a balance of less than NT\$100,000 (or its equivalent in foreign currencies).
- 2) In the event that the Deposit is under compulsory enforcement, provisional seizure, provisional disposition (decretum interimisticum) or other provisional remedies and, as a result, a loan of the Depositor collateralized by the Deposit likely becomes insolvent, after the Bank serves the notice or reminding note, the said loan shall be deemed to have matured in full. The Bank may exercise the pledge power over the Deposit and may further reimburse all sorts of deposits deposited by the Depositor at the Bank and all the creditor's rights of the Depositor to the Bank before maturity and further take the proceeds obtained through the reimbursement before maturity to offset all liabilities assumed by the Depositor to the Bank. The expression of intent by the Bank for offsetting mentioned in the preceding paragraph will come into effect at the very moment when the account is

terms or automatically privy to the service <u>contents</u> after the change. However, <u>this does not apply to new services that the depositor is required to apply separately, pursuant to laws or Bank's policies.</u>

存戶同意銀行依業務需要,得增刪變更本契約約定事項及 其相關服務內容(包括但不限於:增加外幣存款幣別、變 更計息利率、起息金額或開戶最低存入金額)與手續費收 費標準。

前項情形,除法令、主管機關規範另有規定或其內容有利於存戶者外,銀行應於生效日60日前,於網站公告或營業場所公開揭示以代通知。銀行認有必要時,並得以書面或其他方式通知存戶。倘存戶不同意該增刪修改之約定事項或該變更後之服務內容,存戶應於銀行指定期限內(如無指定期限,則應於變更生效前),依銀行相關作業規定終止與銀行之業務往來關係及本契約,否則即視同承認該增刪修改之約定事項或自動享有該變更後之服務內容。但變更後之服務項目之權益如法律規章或銀行另有規定必須由存戶另行申請者,則不適用前開約定。

二十一、

Termination or invalidity of the Agreement or the deposit:

- 1) Unless otherwise specified in regulations or in agreements with the Bank, the depositor may terminate the Agreement and the deposit ("account closing") at any domestic business unit of the Bank in person. However, if the depositor cannot close the account in person due to special conditions, it may appoint an agent in writing to close the account and it also may close the account via mail in accordance with the following provisions. Account closing through mail is restricted to demand deposit account with a balance of less than NT\$100,000 (or its equivalent in foreign currencies).
- 2) In the event that the subject deposit is under compulsory enforcement, provisional seizure, provisional disposition (decretum interimisticum) or other provisional remedies and, as a result, a loan of the Depositor collateralized by the subject deposit likely becomes insolvent, after the Bank serves the notice or reminding note, the said loan shall be deemed to have matured in full. The Bank may exercise the pledge power over the subject deposit and may further reimburse all sorts of deposits deposited by the Depositor at the Bank and all the creditor's rights of the Depositor to the Bank (except checking deposits) before maturity and further take the proceeds obtained through the reimbursement before

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- deducted. At the same time, the time deposit certificates, passbooks, or other vouchers issued by the Bank shall become null and void within the scope of the offset.
- 3) The Depositor agrees that in the event of any of the following, the Bank may terminate all or part of the Agreement through written notice or other appropriate methods. The Bank also has the right to forgo regular fund retrieval procedures and dispose of the Deposit or close the account. Any damage or detriment suffered by the Depositor shall be borne solely by the Depositor and the Bank shall not be liable for compensation.
  - 1. Where the Depositor is in violation of the Agreement and has failed to respond to the Bank's request for improvement or for payment by specific deadlines;
  - 2. Where the account is specified as a watchlisted account in accordance with Article 19 of the common terms and conditions in this Agreement and the balance of the deposit is lower than the equivalent of NT\$1,000;
  - 3. Where related provisions regarding anti-money laundering or counter-terrorist financing specified in Article 20 of the common terms and conditions in this Agreement apply;
  - 4. Where the Depositor is violation of Article 29 of the common terms and conditions of the Agreement regarding FATCA regulations or related regulations on common reporting or due diligence review procedures and the Depositor fails to settle accounts and close the account within the deadline specified in the Bank's notice.
- In the event of occurrences in (2) or
   the repayment of time deposits or account closing before maturity shall be regarded as termination of the agreement.
- 5) When an account is closed in accordance with the provisions of subparagraph (3) of this Article, the Depositor only can request the original account-opening unit for the retrieval of deposit balance.

### 本契約與本存款之終止或失效:

- (一)除法令另有規定或與銀行另有約定者外,存戶得親自至銀行國內任一營業單位終止本契約與本存款(即「銷戶」),並得依下列約定以郵寄方式辦理銷戶,前述以郵寄方式辦理銷戶者限活期性存款帳戶且餘額不超過新台幣壹拾萬元(或等值外幣)者。
- (二) 本存款倘受強制執行、假扣押、假處分或其他保全處

- maturity to offset all liabilities assumed by the Depositor to the Bank. In the event that the Bank deems that all the loans as due in full before maturity in accordance with the precedingparagraph, all checking deposit agreement executed by and between the Depositor and the Bank automatically ceases to be valid. The Bankshall immediately return all balance left in the checking deposit account and take all such amounts of return to offset all liabilities assumed by the Depositor to the Bank. The expression of intent by the Bank for offsetting mentioned in the two preceding paragraphs come into effect at the very moment when the account is deducted. At the same time, the time deposit certificates, passbooks, <del>checks</del> or other vouchers issued by the Bank shall become null and void within the scope of the offset.
- 3) The depositor agrees that in the event of any of the following, the Bank may terminate all or part of the Agreement through written notice or other appropriate methods. The Bank also has the right to forgo regular fund retrieval procedures and dispose of the deposit or close the account. Any damage or detriment suffered by the depositor shall be borne solely by the depositor and the Bank shall not be liable for compensation.
  - 1. Where the depositor is in violation of the Agreement and has failed to respond to the Bank's request for improvement or for payment by specific deadlines;
  - 2. Where the account is specified as a watchlisted account in accordance with Article 19 of the general provisions in this Agreement and the balance of the deposit is lower than the equivalent of NT\$1,000;
  - Where related provisions regarding antimoney laundering or counter-terrorist financing specified in Article 20 of the general provisions in this Agreement apply;
  - 4. Where the depositor is violation of Article 29 of the <u>general provisions</u> of the Agreement regarding FATCA regulations or related regulations on common reporting or due diligence review procedures and the depositor fails to settle accounts and close the account within the deadline

分,導致存戶於銀行之債務有不能清償之虞時,經銀 行通知或催告後,債務即視為全部到期,銀行得對本 存款、存戶寄存於銀行之各種存款及對銀行之一切債 權期前清償,並將期前清償之款項逕行抵銷存戶對銀 行所負之一切債務。

銀行前項抵銷之意思表示,自登帳扣抵時即生抵銷之 效力。同時銀行發給存戶之存款憑單、摺簿、支票或 其他憑證,於抵銷之範圍內失其效力。

- (三) 存戶同意倘有下列任一情事發生時,銀行得以書面或 其他適當方式終止本契約之全部或一部分,並有權於 未終止本契約前即不經由一般取款程序,逕就本存款 為必要之處分或銷戶,倘存戶因此發生損害或承受不 利益均由存戶自行承擔,銀行不負損害賠償責任:
- 1. 存戶違反本契約之約定,經銀行催告限期改善或限期請求履行未果者;
- 有本契約共同約定事項第十九條警示帳戶註記且存款餘額在等值新臺幣一千元以下者;
- 有本契約共同約定事項第二十條所列有關防制洗錢及打擊資助恐怖主義等情事者;
- 4. 存戶違反本契約共同約定事項第二十九條FATCA法案或共同申報及盡職審查作業辦法相關約定且於銀行通知後逾期仍未辦理結清銷戶者。
- (四) 倘有第(二)、(三) 款所列情事,定期性存款未到期 之期前清償或銷戶視為中途解約。
- (五) 依本條第(三)款約定由銀行逕行銷戶者,本存款餘 額限向原開戶單位申請領回。

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specified in the Bank's notice.

4) In the event of occurrences in (2) or (3), the repayment of time deposits or account closing before maturity shall be regarded as termination of the agreement.

## 本契約與本存款之終止或失效:

- (一)除法令另有規定或與銀行另有約定者外,存戶得親 自至銀行國內任一營業單位終止本契約與本存款 (即「銷戶」),惟存戶因特殊情況無法親自辦理銷 戶得書面委任代理人為之,並得依下列約定以郵寄 方式辦理銷戶,前述以郵寄方式辦理銷戶者限活期 性存款帳戶且餘額不超過新台幣壹拾萬元(或等值 外幣)者。
- (二)本存款倘受強制執行、假扣押、假處分或其他保全處分,導致存戶於銀行之債務有不能清償之虞時,經銀行通知或催告後,債務即視為全部到期,銀行得對本存款、存戶寄存於銀行之各種存款及對銀行之一切債權(但支票存款除外)期前清償,並將期前清償之款項逕行抵銷存戶對銀行所負之一切債務。

銀行依前項約定主張債務視為到期時,存戶與銀行 簽訂之支票存款往來約定書當然失其效力,銀行應 立即返還該支票存款帳戶所餘存之款項,並將所應 返還之款項逕行抵銷存戶對銀行所負之一切債務。 銀行前二項抵銷之意思表示,自登帳扣抵時即生抵 銷之效力。同時銀行發給存戶之存款憑單、摺簿、 支票或其他憑證,於抵銷之範圍內失其效力。

- (三)存戶同意倘有下列任一情事發生時,銀行得以書面或 其他適當方式終止本契約之全部或一部分,並有權於 未終止本契約前即不經由一般取款程序,逕就本存款 為必要之處分或銷戶,倘存戶因此發生損害或承受不 利益均由存戶自行承擔,銀行不負損害賠償責任:
- 存戶違反本契約之約定,經銀行催告限期改善或限期請求履行未果者;
- 有本契約共同約定事項第十九條警示帳戶註記且存款 餘額在等值新臺幣一千元以下者;
- 有本契約共同約定事項第二十條所列有關防制洗錢及 打擊資助恐怖主義等情事者;
- 4. 存戶違反本契約共同約定事項第二十九條FATCA法案或 共同申報及盡職審查作業辦法相關約定且於銀行通知 後逾期仍未辦理結清銷戶者。
- (四)倘有第(二)、(三)款所列情事,定期性存款未到期之期前清償或銷戶視為中途解約。

## 二十九、

The Depositor agrees to provide the following taxation statement and related documents and it pledges to take the initiative in notifying the Bank in the event of changes to its identity in the future:

## 二十九、

The depositor agrees to provide the following taxation statement and related documents and it pledges to take the initiative in notifying the Bank in the event of changes to its identity in the

- 1) To comply with Foreign Account Tax Compliance Act ("FATCA"), the bank shall identify if the Depositor is a US taxpayer. The Depositor being a US taxpayer when opening this account shall provide US tax declaration documents such as W-9, and Waiver. If the Depositor is not a US taxpayer when opening this account, the Depositor shall provide US tax declaration documents such as W-8BEN, W-8BEN-E considering the fact that Depositor is a natural person, juridical person, foreign government, or non-profit organization, and the Depositor undertakes to automatically notify the Bank within thirty(30) days after his/her status changes and to proceed by the above regulations. In no event shall the Bank be responsible for the Depositor who fails to comply with this provision and which results in the withholding of US-income source or arising any tax burden. In the event of any damage suffered by the Bank attributable to the Depositor (including, but not limited to, being punished by the regulatory authority or claimed by the counter party), the Depositor agrees to compensate the Bank unconditionally for such damages. The Depositor agrees if he/she violates this provision, he/she shall close the account within one (1) month after the notification of the Bank; if the Depositor fails to do so, the Bank shall be entitled to terminate the Agreement and close the Depositor's account.
- 2) The Bank shall be required to perform due diligence on the financial account information for taxation purposes in accordance with the "Regulations Governing the Implementation of the Common Standard on Reporting and Due Diligence for Financial Institutions" and it shall subsequently report to the Ministry of Finance the declarable tax-related information under the financial accounts of tax residents to the tax competent authority. As such, the Depositor shall be required to provide selfcertification that it retains the status of a tax resident when opening the account and pledge that it shall take the initiative in notifying the Bank in the event of changes to its identity within 30 days and providing new self-certification. The Bank shall not be held liable for any tax penalties due to the Depositor's violation of this clause. In addition, if the Bank suffers any damage for reasons attributable to the Depositor based on this clause, the Depositor agrees to bear all liabilities for compensation. The Depositor agrees that it shall settle and close the account within

future:

- 1) To comply with Foreign Account Tax Compliance Act ("FATCA"), the bank shall identify if the Depositor is a US taxpayer. The Depositor being a US taxpayer when opening this account shall provide US tax declaration documents such as W-9, and Waiver. If the Depositor is not a US taxpayer when opening this account, the Depositor shall provide US tax declaration documents such as W-8BEN, W-8BEN-E considering the fact that Depositor is a natural person, <u>legal</u> person, foreign government, or non-profit organization, and the Depositor undertakes to automatically notify the Bank within thirty(30) days after his/her status changes and to proceed by the above regulations. In no event shall the Bank be responsible for the Depositor who fails to comply with this provision and which results in the withholding of US-income source or arising any tax burden. In the event of any damage suffered by the Bank attributable to the Depositor(including, but not limited to, being punished by the regulatory authority or claimed by the counter party), the Depositor agrees to compensate the Bank unconditionally for such damages. The Depositor agrees if he/she violates this provision, he/she shall close the account within one (1) month after the notification of the Bank; if the Depositor fails to do so, the Bank shall be entitled to terminate the Agreement and close the Depositor's account.
  - diligence on the financial account information for taxation purposes in accordance with the "Regulations Governing the Implementation of the Common Standard on Reporting and Due Diligence for Financial Institutions" and it shall subsequently report to the Ministry of Finance the declarable tax-related information under the financial accounts of tax residents to the tax competent authority. As such, the depositor shall be required to provide self-certification that it retains the status of a tax resident when opening the account and pledge that it shall take the initiative in notifying the Bank in the event of changes to its identity within 30 days and providing new self-certification. The Bank shall not be held liable for any tax penalties due to the depositor's violation of this clause. In addition, if the Bank suffers any damage for reasons attributable to the depositor based on

(2) The Bank shall be required to perform due

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one month of receiving the Bank's notice. If it fails to complete the procedures, the Bank may terminate the Agreement and close the account. 存戶同意提供下列稅務聲明等相關文件,並承諾嗣後身分異 動,應主動通知銀行:

(一) 銀行為遵循美國「海外帳戶稅收遵循法」(Foreign Account Tax Compliance Act, 簡稱FATCA法案)規 範,須辨識存戶是否具有美國應稅身分,存戶於銀行 開立帳戶時,若具有美國應稅身分,應提供W-9及同意 書(Waiver) 等美國稅務聲明文件;存戶若開戶時未 具美國應稅身分,應分別其為自然人、法人、外國政 府及非營利組織之身分,提供W-8BEN,W-8BEN-E等美 國稅務聲明文件,並承諾嗣後倘有身分異動,應於異 動後30天內主動通知銀行,並依上開相關規定辦理。 存戶若違反本條約定,致其美國來源所得遭扣繳,或 衍生任何稅務,銀行概不負責,且銀行若因存戶依本 條有可歸責之事由受有任何損害(包括但不限於主管機 關之處罰或遭交易對手求償),存戶同意無條件負擔一 切損害賠償責任。

> 存户並同意若違反本條約定,存戶應於銀行通知後一 個月內結清帳戶,逾期未辦理,銀行得逕行終止本契 約並辦理銷戶。

(二) 銀行為因應財政部「金融機構執行共同申報及盡職審 查作業辦法」之規定,須針對存戶進行稅務用途金融 帳戶資訊交換盡職審查,並於審查後向財政部申報應 申報國居住者之稅務用途金融帳戶資訊。爰此,存戶 應於開立帳戶時,提供自我證明以聲明稅務居住者身 分,並承諾嗣後倘有身分異動,應於異動後30天內主 動通知銀行,並同時提供新的自我證明。

> 存戶若違反本條約定,遭受任何稅務裁罰,銀行概不 負責,且銀行若因存戶依本條有可歸責之事由受有任 何損害,存戶同意無條件負擔一切損害賠償責任。 存户並同意若違反本條約定,存戶應於銀行通知後一 個月內結清帳戶,逾期未辦理,銀行得逕行終止本契 約並辦理銷戶。

this clause, the depositor agrees to bear all liabilities for compensation. The depositor agrees that it shall settle and close the account within one month of receiving the Bank's notice. If it fails to complete the procedures, the Bank may terminate the Agreement and close the account.

存戶同意提供下列稅務聲明等相關文件,並承諾嗣後身分異 動,應主動通知銀行:

(一) 銀行為遵循美國「海外帳戶稅收遵循法」(Foreign Account Tax Compliance Act, 簡稱FATCA法案)規 範,須辨識存戶是否具有美國應稅身分,存戶於銀 行開立帳戶時,若具有美國應稅身分,應提供W-9及 同意書(Waiver)等美國稅務聲明文件;存戶若開 户時未具美國應稅身分,應分別其為自然人、法 人、外國政府及非營利組織之身分,提供W-8BEN, W-8BEN-E等美國稅務聲明文件,並承諾嗣後倘有身 分異動,應於異動後30天內主動通知銀行,並依上 開相關規定辦理。

> 存户若違反本條約定,致其美國來源所得遭扣繳, 或衍生任何稅務,銀行概不負責,且銀行若因存戶 依本條有可歸責之事由受有任何損害(包括但不限於 主管機關之處罰或遭交易對手求償),存戶同意無條 件補償之。

存户並同意若違反本條約定,存戶應於銀行通知後 一個月內結清帳戶,逾期未辦理,銀行得逕行終止 本契約並辦理關戶。

(二) 銀行為因應財政部「金融機構執行共同申報及盡職 審查作業辦法」之規定,須針對存戶進行稅務用途 金融帳戶資訊交換盡職審查,並於審查後向財政部 申報應申報國居住者之稅務用途金融帳戶資訊。爰 此,存戶應於開立帳戶時,提供自我證明以聲明稅 務居住者身分,並承諾嗣後倘有身分異動,應於異 動後30天內主動通知銀行,並同時提供新的自我證 明。

> 存戶若違反本條約定,遭受任何稅務裁罰,銀行概 不負責,且銀行若因存戶依本條有可歸責之事由受 有任何損害,存戶同意無條件負擔一切損害賠償責

> 存户並同意若違反本條約定,存戶應於銀行通知後 一個月內結清帳戶,逾期未辦理,銀行得逕行終止 本契約並辦理銷戶。

## 三十、

The governing laws of this Agreement is the laws of the Republic of China.

This Agreement is made in both English and Chinese languages. Should there be any discrepancy or inconsistency between two languages, the Chinese version shall prevail.

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The governing laws of this Agreement is the laws of the Republic of China.

This Agreement is made in both English and Chinese languages. Should there be any discrepancy or inconsistency between two languages, the Chinese version shall prevail.

Any matters insufficiently provided for herein shall be Any matters insufficiently provided for herein shall

subject to addition by and between both parties in writing through amicable negotiations. In the event that there is no negotiation or the efforts through such amicable negotiation prove to no avail, such part shall be handled under the laws and ordinances concerned.

本契約之準據法為中華民國法律。

本契約以中文、英文二種語言作成,如中、英文本間有任何出 入或不一致時,應以中文本為準。

本契約如有未盡事宜,雙方得另以書面協議補充之;未為協議 或協議不成者,悉依相關法令辦理。

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be subject to addition by and between both parties in writing through amicable negotiations. In the event that there is no negotiation or the efforts through such amicable negotiation prove to no avail, such part shall be handled under the laws and ordinances concerned and the operating rules enacted by the Bank itself.

本契約之準據法為中華民國法律。

本契約以中文、英文二種語言作成,如中、英文本間有任何 出入或不一致時,應以中文本為準。

本契約如有未盡事宜,雙方得另以書面協議補充之;未為協議或協議不成者,悉依相關法令及銀行自訂之作業規定辦理。

## 第貳章、 外匯存款約定事項

### 二、

In the event that the Deposits are "demand deposit in foreign exchange":

- 1) Interest rate: The deposit shall accrue interest on a floating basis based on the interest rate for "demand deposits in foreign exchange" promulgated by the Bank. In case of the Bank's adjustments of interest rate during the period of deposit, it will accrue interest based on the post-adjustment interest rate.
- 2) The minimum amount to accrue interest: If the daily final balance of the deposit in the account of a single currency is below the minimum amount to accrue interest as specified, it accrues no interest. If the final balance of deposit in that account reaches the minimum amount to accrue interest as specified as following, it will take \$100 as the unit to accrue interest. The fraction below \$100 shall not be counted.

currenc	Y	<u>USI</u>	2	AUD	D CAD		)	<u>HKD</u>	G	<u>3P</u>	P CHF			<u>JPY</u>
Min Ba	n Bal. 100		2	<u>150</u>	<u>150</u> <u>15</u>		)	<u>800</u>	<u>10</u>	<u>00</u>	<u>150</u>		<u>15000</u>	
<u>EUR</u>	N	<u>IZD</u>	SGD		<u>ZAR</u>			<u>SEK</u>	I	HB		CNY	<u>.</u>	
<u>100</u>	2	200 2		200		<u>800</u>		800	3000			800		

3) Method to accrue interest: On a daily basis. Namely, the total of the deposit balance of every day that is up to the minimum amount shall be multiplied by the interest rate per annum, and then divided by 360, to obtain the amount of daily interest. The interest so accrued shall be settled by the Bank on a semi-annual basis (20, June and 20, December) and be counted into the principal on the ensuing day.

## 本存款如為外匯活期存款:

(一) 計息利率:依銀行牌告之外匯活期存款利率機動計息;在存款期間內,遇銀行利率調整時,改按調整後之利率計息。

## 第貳章、 外匯存款約定事項

二、

In the event that the <u>subject deposit is a</u> "demand deposit in foreign exchange":

- 1) Interest rate: The deposit shall accrue interest on a floating basis based on the interest rate for "demand deposits in foreign exchange" promulgated by the Bank. In case of the Bank's adjustments of interest rate during the period of deposit, it will accrue interest based on the post-adjustment interest rate.
- 2) The minimum amount to accrue interest: If the daily final balance of the deposit in the account of a single currency is below the minimum amount to accrue interest as specified by the Bank, it accrues no interest. If the final balance of deposit in that account reaches the minimum amount to accrue interest as specified by the Bank, it will take \$100 as the unit to accrue interest. The fraction below \$100 shall not be counted.
- 3) Method to accrue interest: On a daily basis.

  Namely, the total of the deposit balance of every day that is up to the minimum amount shall be multiplied by the interest rate per annum, and then divided by 360, to obtain the amount of daily interest. The interest so accrued shall be settled by the Bank on a semi-annual basis (20, June and 20, December) and be counted into the principal on the ensuing—business day.

### 本存款如為外匯活期存款:

- (一) 計息利率:依銀行牌告之外匯活期存款利率機動計息;在存款期間內,遇銀行利率調整時,改按調整後之利率計息。
- (二) 起息金額:單一幣別帳戶每日最終存款餘額未達銀行規定起息金額者,不予計息;已達銀行規定起息金額者,以百元整數為計息單位,不足百元部分不

(二) 起息金額:單一幣別帳戶每日最終存款餘額未達規定 起息金額者,不予計息;已達下表規定起息金額者, 以百元整數為計息單位,不足百元部分不予計入。

				1 1- 1 1 0 1 1 1 1 1 1							
<u>幣別</u>	<u>美元</u>	<u>澳幣</u>	<u>加拿</u>	<u>港幣</u>	<u>英鎊</u>	瑞士	日圓				
			<u>大幣</u>			<u>法郎</u>					
起息額	<u>100</u>	<u>150</u>	<u>150</u>	<u>800</u>	<u>100</u>	<u>150</u>	<u>15000</u>				
<u>歐元</u>	紐西	新加	南:	<u></u>	<u>典</u>	泰銖	<u>人民</u>				
	<u>蘭幣</u>	<u>坡幣</u>	<u>幣</u>	<u>幣</u>			<u>幣</u>				
<u>100</u>	<u>200</u>	200	<u>80</u>	0 8	<u>800</u>	<u>3000</u>	<u>800</u>				

(三) 計息方式:按日計息,即每日達前款標準之存款餘額 之和乘以年利率再除以360即得利息額,並由銀行於每 半年(6月20日及12月20日)結算付息並於次日滾入本 金。 現行條文

予計入。

(三) 計息方式:按日計息,即每日達前款標準之存款餘額之和乘以年利率再除以360即得利息額,並由銀行於每半年(6月20日及12月20日)結算付息並於次營業日滾入本金。

三、

In the event that the Deposits are "time deposits in foreign exchange":

- 1) Interest rate: The deposit shall accrue interest on a fixed basis based on the interest rate for "time deposits in foreign exchange" promulgated by the Bank on the day the time deposit is made. When the original time deposit is renewed, it will accrue interest for the renewed deposit based on the time deposit interest rate promulgated by the Bank for foreign exchange on the day of renewal.
- 2) The minimum amount to accrue interest: Below are the minimum deposit balance for the time deposits.

currency U		<u>USD</u>		<u>D</u>	<u>C/</u>	<u>AD</u>	<u>HKD</u>		<u>GBP</u>		CHF			
Min deposit		<u>10</u>	<u>00</u>	<u>1500</u>		<u>15</u>	<u>00</u>	<u>80</u>	<u>00</u>	<u>60</u>	<u>00</u>	<u>1500</u>		
<u>JPY</u>	EU	JR NZ		ZD SG		<u>SD</u>	<u>Z/</u>	<u>AR</u>	SE	<u>K</u>	1	<u>'HB</u>	9	CNY
<u>150000</u>	<u>10</u>	000 20		000 20		<u>00</u>	<u>80</u>	<u>00</u>	8000		<u>30</u>	0000	ου <sub>Ι</sub>	8000

3) Except a deposit with a 2-day~6-day duration or on a weekly basis, the deposit will accrue interest on a monthly basis for the part up to one month in full (i.e., the principal multiplied by interest rate per annum and number of months and then divided by 12, to obtain the amount of interest). The fraction of less than one month shall accrue interest on a daily basis (i.e., the principal, multiplied by the interest rate per annum and number of days and then divided by 360, to obtain the amount of interest). The interest shall be paid in a lump-sum when due, or on a monthly basis as agreed upon, respectively. The Depositor agrees that the Deposits shall be only deposited (remitted) into the account of the Depositor himself or herself' if the Deposits are not settled upon maturity or terminated before maturity by the Depositor himself or herself in person.

=

In the event that the <u>subject deposit is a</u> "time deposit in foreign exchange":

- 1) Interest rate: The deposit shall accrue interest on a fixed basis based on the interest rate for "time deposits in foreign exchange" promulgated by the Bank on the day the time deposit is made. When the original time deposit is renewed, it will accrue interest for the renewed deposit based on the time deposit interest rate promulgated by the Bank for foreign exchange on the day of renewal.
- 2) Except a deposit with a 2-day~6-day duration or on a weekly basis, the deposit will accrue interest on a monthly basis for the part up to one month in full (i.e., the principal multiplied by interest rate per annum and number of months and then divided by 12, to obtain the amount of interest). The fraction of less than one month shall accrue interest on a daily basis (i.e., the principal, multiplied by the interest rate per annum and number of days and then divided by 360, to obtain the amount of interest). The interest shall be paid in a lump-sum when due, or on a monthly basis as agreed upon, respectively. The Depositor agrees that the deposit shall be only deposited (remitted) into the account of the Depositor himself or herself if the deposit is not settled upon maturity or terminated before maturity by the Depositor himself or herself in person.
- 3) The Depositor may turn to the Bank, the unit where he or she originally opened the account, to pledge the deposit for a loan. The terms and conditions for the pledged loan shall be further negotiated and determined by and between both

- 4) The Depositor may turn to the Bank, the unit where he or she originally opened the account, to pledge the deposit for a loan. The terms and conditions for the pledged loan shall be further negotiated and determined by and between both parties.
- 5) In the event that the Depositor intends to terminate this Agreement before maturity, the Depositor shall inform the Bank seven (7) days preceding the termination. Then the interest shall be accrued and paid according to the period of actual deposit and at 80% of the latest interest rate promulgated by the Bank. In case of a deposit in a 2-day~6-day duration or on a weekly basis, it accrues no interest for the period before maturity. In case of a deposit in a term equal to or longer than one month, it accrues no interest either if the period of actual deposit is less than one month.
- 6) Except those specifying the date of maturity, the Depositor may, as well, apply for an automatic renewal of the deposit upon expiry at the time of the deposit or before its expiry. The renewed term shall be in the same duration as the original time deposit. Upon renewal of the deposit, the interest shall be accrued based on the interest rate promulgated by the Bank at that time.
- 7) In case of a time deposit in the terms of one, two, three weeks or a term of designated date of maturity while the Depositor does not proceed with the renewal procedures upon expiry, the deposit shall be renewed upon renewal based on the interest rate promulgated by the Bank on the day of renewal to start accrual of interest on that day. The overdue interest for the period starting from the original date of maturity until the day preceding renewal shall be accrued and paid by the Bank's demand deposit interest rate of the foreign currency on that day.
- 8) In case of the Depositor of time deposits in the term(s) beyond those mentioned in the preceding paragraph fails to proceed with the renewal procedures upon maturity, the deposit accrues interest from the date of the original maturity if the Depositor completes the renewal procedures within ten (10) days overdue (referring to beyond the date of maturity of the deposit) based on the interest rate promulgated by the Bank prevalent on the date of renewal. In the event that the Depositor is more than ten (10) days overdue in renewing the deposit, the deposit shall be renewed and interest

- parties.
- 4) In the event that the Depositor intends to terminate this Agreement before maturity, the Depositor shall inform the Bank seven (7) days preceding the termination. Then the interest shall be accrued and paid according to the period of actual deposit and at 80% of the latest interest rate promulgated by the Bank. In case of a deposit in a 2-day~6-day duration or on a weekly basis, it accrues no interest for the period before maturity. In case of a deposit in a term equal to or longer than one month, it accrues no interest either if the period of actual deposit is less than one month.
- <u>5)</u> Except those specifying the date of maturity, the Depositor may, as well, apply for an automatic renewal of the deposit upon expiry at the time of the deposit or before its expiry. The renewed term shall be in the same duration as the original time deposit. Upon renewal of the deposit, the interest shall be accrued based on the interest rate promulgated by the Bank at that time.
- 6) In case of a time deposit in the terms of one, two, three weeks or a term of designated date of maturity while the Depositor does not proceed with the renewal procedures upon expiry, the deposit shall be renewed upon renewal based on the interest rate promulgated by the Bank on the day of renewal to start accrual of interest on that day. The overdue interest for the period starting from the original date of maturity until the day preceding renewal shall be accrued and paid by the Bank's demand deposit interest rate of the foreign currency on that day. In case of the Depositor of time deposits in the term(s) beyond those mentioned in the preceding paragraph fails to proceed with the renewal procedures upon maturity, the deposit accrues interest from the date of the original maturity if the Depositor completes the renewal procedures within ten (10) days overdue (referring to beyond the date of maturity of the deposit) based on the interest rate promulgated by the Bank prevalent on the date of renewal. In the event that the Depositor is more than ten (10) days overdue in renewing the deposit, the deposit shall be renewed and interest shall be accrued starting from the date of renewal based on the interest rate promulgated by the Bank prevalent on the date of renewal. The overdue interest for the period starting from the original date of maturity until the day preceding

shall be accrued starting from the date of renewal based on the interest rate promulgated by the Bank prevalent on the date of renewal. The overdue interest for the period starting from the original date of maturity until the day preceding renewal shall be accrued and paid by the Bank's demand deposit interest rate of the foreign currency on that day.

#### 本存款如為外匯定期存款:

(一) 計息利率:依開立定期存款當日銀行牌告之外匯定期存款利率固定計息。原定期存款續約時,續約之計息利率依續約當日銀行牌告之外匯定期存款利率計息。

(二) 起存金額:下表為各幣別定期存款起存額。

幣別		美元		<u>澳幣</u>		<u>加拿</u>	港幣		<u>英鎊</u>	<u>瑞</u>	<u>士</u>	日	1		
						<u>大幣</u>				<u>法</u>	郎				
起存額	į	1000	<u>)</u>	<u>1500</u>	)	<u>1500</u>	8000		<u>600</u>	<u>15</u>	<u>00</u>	<u>1500</u>	00		
歐元	- 4	紐西	1.00	新加		南非幣	瑞典幣		<u></u>	<u>朱</u>	人	民幣			
	_	蘭幣	77.	坡幣											
<u>1000</u>	4	<u>2000</u>	1.41	2000				<u>8000</u>	8000		30000		8	<u>000</u>	

- (三)除以2至6天為期別或以週為期別外,足月部分按月計息(即本金乘以年利率、月數,再除以十二即得利息額),不足月部分按日計息(即本金乘以年利率、日數,再除以360即得利息額),到期時一次付息,或個別約定按月領息。存戶同意本存款到期結清或中途解約,非存戶本人親自辦理者,限存(匯)入本人帳戶。
- (四) 存戶得向銀行原開戶之單位辦理質借,質借之條件由雙方另行議定之。
- (五) 如需中途解約時,應於七日前通知銀行,利息按實存期間比照相近天期銀行牌告之存款利率八成計付,但以2至6天為期別或以週為期別者,未到期不計息;以一個月以上為期別者,實存期間未滿一個月亦不予計息。
- (六)除指定到期日者外,存戶得在存入時或存款到期前申請自動轉期,並以原定期存款之同期別為限。轉期時按當時公告之利率計息。
- (七) 一、二、三週及指定到期日之定期存款到期未辦理續存手續者,辦理續存時概以續存日本行牌告利率自續存日起息續存。至於原到期日至續存前一日之逾期息按當日本行該外幣之活期存款利率計付。
- (八) 前款期別以外之各期別定期存款存戶未於到期日辦理續存手續者,其於逾期(指逾存款到期日)十日以內辦妥轉期續存手續者,得以原到期日為起息日,並依續存日本行牌告利率計息;如超過十日者,續存時概以續存日本行牌告利率自續存日起息續存,至於原到期日至續存前一日之逾期息按當日本行該外幣之活期

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renewal shall be accrued and paid by the Bank's demand deposit interest rate of the foreign currency on that day.

## 本存款如為外匯定期存款:

- (一) 計息利率:依開立定期存款當日銀行牌告之外匯定期存款利率固定計息。原定期存款續約時,續約之計息利率依續約當日銀行牌告之外匯定期存款利率計息。
- (二) 除以2至6天為期別或以週為期別外,足月部分按月 計息(即本金乘以年利率、月數,再除以十二即得 利息額),不足月部分按日計息(即本金乘以年利 率、日數,再除以360即得利息額),到期時一次付 息,或個別約定按月領息。存戶同意本存款到期結 清或中途解約,非存戶本人親自辦理者,限存 (匯)入本人帳戶。
- (三) 存戶得向銀行原開戶之單位辦理質借,質借之條件 由雙方另行議定之。
- (四) 如需中途解約時,應於七日前通知銀行,利息按實存期間比照相近天期銀行牌告之存款利率八成計付,但以2至6天為期別或以週為期別者,未到期不計息;以一個月以上為期別者,實存期間未滿一個月亦不予計息。
- <u>(五)</u> 除指定到期日者外,存戶得在存入時或存款到期前 申請自動轉期,並以原定期存款之同期別為限。轉 期時按當時公告之利率計息。
- (六) 一、二、三週及指定到期日之定期存款到期未辦理 續存手續者,辦理續存時概以續存日本行牌告利率 自續存日起息續存。至於原到期日至續存前一日之 逾期息按當日本行該外幣之活期存款利率計付。前 款期別以外之各期別定期存款存戶未於到期日辦理 續存手續者,其於逾期(指逾存款到期日)十日以 內辦妥轉期續存手續者,得以原到期日為起息日, 並依續存日本行牌告利率計息;如超過十日者,續 存時概以續存日本行牌告利率自續存日起息續存, 至於原到期日至續存前一日之逾期息按當日本行該 外幣之活期存款利率計付。

修正條文(修訂後版本為 2020.2 版)	現行條文
存款利率計付。	
Declaration: In accordance with the Financial Consumer	Declaration: The Depositor hereby declares having
Protection Act and its related and subsidiary	perused all aforementioned terms and conditions in
regulations, this Agreement fully explains important	full within a reasonable period of time and hereby
content. The Depositor (and guardian /assistant) hereby	further confirms having beenfully aware of the
declares having perused all aforementioned terms and	contents thereof and agree to faithfully comply with
conditions in full within a reasonable period of time	all such terms and conditions before signing below:
and hereby further confirms having been fully aware of	存戶聲明已於合理期間內審閱上列全部條款,並充分瞭解
the contents thereof and agrees to faithfully comply	其內容且同意遵守後始簽章。
with all such terms and conditions before signing	
below:	
<b>經銀行依金融消費者保護法及其子法相關規定,於本契約予以</b>	
充分說明其重要內容,存戶(與其監護人/輔助人)聲明已於合	
理期間內審閱上列全部條款,並充分瞭解其內容且同意遵守後	
始簽章。	
Appendix(附表)	無
一、 存款業務之收費標準。	
二、 國外匯兌之收費標準。	
三、 個資告知書。	