

# 存款總約定書

## GENERAL AGREEMENT FOR DEPOSITS

致：菲商菲律賓首都銀行台北分行/國際金融業務分行（下稱「貴行」）

TO: Metropolitan Bank & Trust Co., Taipei Branch/Offshore Banking Unit (the "Bank")

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

With reference to the transactions in connection with my / 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, I (the "Depositor") hereby agree to be bound by, to the fullest extent possible, the following terms and conditions:

### I. 一般約定事項

#### GENERAL TERMS AND CONDITIONS.

#### 1. 存款

##### DEPOSITS.

- (1) 貴行有權決定其開辦收受存款帳戶之種類及性質。
- (2) 存款人於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。存款人委託 貴行所託收之票據於運送途中，若發生票據被盜、遺失或滅失時，存款人同意授權由 貴行或付款行代理存款人辦理掛失止付及聲請公示催告、除權判決等事宜。
- (4) 對外幣存款(外匯活期存款/定期存款)，貴行有權隨時做必要的調整以符合中央銀行相關法規。
- (5) 對各種帳戶服務，貴行得隨時規定收費標準及最低存款金額，該相關費用及金額，悉依 貴行營業場所公開揭示或網站公告為準。

存款人簽章：

Depositor Signature and/or Seal: \_\_\_\_\_

- (1) The Bank may from time to time decide the types and nature of the deposits to be accepted by it.
- (2) The account(s) to be opened with the Bank's Offshore Banking Branch are limited to foreign currency account(s).
- (3) The Bank has the right to decide whether or not to accept the kinds and forms of funds or negotiable instruments to be deposited. Deposits of 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.** If the negotiable instruments collected by the Bank per the Depositor's appointment are stolen, lost or destroyed during the transition, the Depositor agrees to authorize the Bank or the paying bank to undergo the procedure of Loss Report and Stop of Payment, public notice and securing court-decree of invalidation on behalf of the Depositor.
- (4) The Bank may from time to time making necessary adjustment on foreign currency deposit to comply with the rules and regulations prescribed or to be prescribed by the Central Bank of China.
- (5) **The Bank may from time to time set fee schedules and minimum balance requirements for various types of services and accounts, such fees and minimum balance is in respect to the announcement posted in the Bank's business place or website.**

#### 2. 提款

##### WITHDRAWALS.

除與 貴行另有約定外，存款人取款須以支票（如為支票存款戶）及/或取款憑條（如為非支票存款戶）加蓋存款人留存 貴行之簽名及（或）印章式樣並經 貴行核驗無誤後為之。支票或取款憑條上之簽章如有偽造、仿冒、變造等情事，倘 貴行已盡善良管理人之注意義務仍無法辨識而付款時，貴行無需對存款人因此所發生之損失負賠償責任。存款人之授權簽字人員及其簽名及/或印章式樣如有變更時，除 貴行已實際收到存款人之書面通知外，對 貴行不生效力。

Unless otherwise agreed by the Bank, withdrawals are permitted only by checks (for current accounts) or withdrawal slips (for non-current 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

##### ACCOUNT STATEMENTS AND TRANSACTION DOCUMENTATION.

除存款人另有指示外，貴行會定期或不定期將存款帳戶之對帳單寄送予存款人，以供核對往來帳目之用。如存款人發現對帳單內容與交易情形不符時，應於收到對帳單十四日內通知 貴行，否則應視為其內容業經核對無誤。又，貴行留存有關各帳戶往來憑證之影本、相片或電腦存儲資料，除存款人證明其內容有誤而由 貴行更正者外，存款人同意其與原始憑證具有相同之法律效力，得作為存款人相關往來交易之證據。

Unless otherwise instructed by the Depositor, an account statement will, periodically or from time to time, be sent by the Bank to the Depositor for verification. **In the event of any discrepancy between statement and the transactions thereof, the Depositor shall inform**

**the Bank of such discrepancy within fourteen (14) days of after receipt of the statement; otherwise, such statement shall be deemed accurate.** The Depositor agrees that copies, photographs or any information stored in computers retained by the Bank with respect to relevant documents shall have the same legal validity as the originals thereof in evidencing the Depositor's transactions with the Bank, save if same is proved by the Depositor to be incorrect, in which case, the Bank shall make such appropriate correction.

4. 錯帳  
ERRORS.

如因 貴行作業錯誤而入錯帳，或因電腦錯誤或故障或其他原因而誤存入帳者， 貴行得於發現錯帳時立即更正而無須另通知存款人；倘該存入款項業經支用，存款人應於 貴行通知後立即返還。

**In the event an amount is credited to the Depositor's account through an error of the Bank or due to computer error or breakdown or otherwise, the Bank may immediately, upon discovery of such error, correct same without notifying the Depositor. If any of such amount is withdrawn from or paid from the account, the Depositor shall immediately refund same upon notice of the Bank.**

5. 遺失、被竊  
LOSS OR THEFT.

存款人支票及／或取款圖章遺失或被竊時，應依相關規定立即向 貴行辦理掛失止付手續，倘未即時依規定辦理相關手續，存款人應自行負擔一切損失。

**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  
PAYMENT.

(1) 方式. 除本約定書中另有規定外，就任何帳戶所有 貴行應支付存款人（或存款人之受讓人或繼受人）之款項，應於存款到期時，活期存款則應於要求時，於 貴行位於台北之營業處所支付或支付至存款人所指定之存款人於 貴行開立之帳戶。貴行對存款人所作之任何給付僅需以存款貨幣為之，但應受所有適用之法令及習慣之限制（包括但不限於外匯管制）以及該種幣別之國家風險之限制。在不違反前述規定之情形下，並在法令許可之範圍內， 貴行之付款義務得以存款人在 貴行於貨幣之國家之分行或銀行之通匯銀行或存款人指定之銀行取得簽發支票或銀行匯票或其他票據之方式解除之，且在任何情形發行銀行不應被要求以給付現金之方式解除其付款之義務。

(2) 營業日. 如 貴行應支付任何帳戶款項之時間非為台北之銀行營業日（下稱「營業日」）時，則該款項應於該日期後之營業日支付。

(3) 支付順序. 由 貴行擔任付款人之票據，不論其發票日之先後， 貴行應按執票人提示之先後順序支付，倘有多張票據同時提示時， 貴行得任意排定支付順序。又，如 貴行收到存款人破產宣告之通知時，縱存款人存款餘額足敷支付相關票據金額， 貴行亦得依法拒付。

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

(2) Business Day. Whenever any payment to be made by the Bank with respect to any account shall become payable on a day which is not a banking business day in Taipei ("Business Day"), such payment shall be made on the next succeeding Business Day.

(3) Order of Payment. **Without regard to the issuance dates thereof, all negotiable instruments which the Bank undertakes to pay, shall be paid in the order of the holders' presentation to the Bank and in the event that several negotiable instruments are presented at the same time, the Bank may, in its sole discretion, decide the order of payment thereof. If the Bank is notified of the Depositor's declaration of bankruptcy, even if there are sufficient funds in the Depositor's account, the Bank shall be entitled to dishonor the payment thereof.**

7. 透支／墊款  
ADVANCES.

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

In the absence of an overdraft agreement with the Bank, the Depositor may not issue checks exceeding the available outstanding balance of its current account; provided, that if the balance of the Depositor's current 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  
PAYING AGENT.

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

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

### INSTRUMENTS PRESENTED AFTER THE PRESENTATION PERIOD.

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

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. 起息金額、利息計算及給付方式

### MINIMUM DEPOSIT BALANCE ELIGIBLE FOR INTEREST, INTEREST CALCULATION AND PAYMENT

**存款人瞭解並同意，活期存款未達起息金額者，不予計息。且 貴行得隨時調整起息金額及存款利率，該等調整依 貴行營業場所公開揭示或網站公告為準。**

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

#### (1) 活期存款：

按 貴行相關幣別存款之牌告利率計息，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。

新台幣活期存款利息之計算，採按日計息，依每日存款餘額之和（即總積數）先乘其利率，再除以 365 即得利息額。以自動化設備（ATM）或網路銀行等方式於營業時間外（含假日）辦理現金、轉帳 及匯款存入之活性存款，皆於存入當日開始計息，當日之切換點，以 23 時為基礎。

#### (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，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。新台幣定期存款利息之計算，足月部分（不論大小月，例如 2 月 8 日至 3 月 8 日為 1 個月）按月計息，以本金乘年利率、月數，再除以 12 即得利息額。不足月部分（即不足 1 個月之畸零天數部分），即按日計息。

#### (3) 支票存款：任何支票存款帳戶皆不計息。

**The Depositor acknowledges and agrees no interest will be accrued in case where the balance in the demand deposit account is less than the minimum deposit balance eligible for interest. The Bank may from time to time adjust the minimum deposit balance eligible for interest and interest rates and such adjustments are in respect to the announcement posted in the Bank's business place or website.**

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. Interest shall be calculated semiannually in arrears as of June 20 and December 20 of each year and paid on the following business day.

Interest on New Taiwan Dollar Demand Deposit is calculated on a daily basis (day-end deposit balance multiplied relevant interest rate and divided by 365 days). Cash deposit, fund transfer or remittance through ATM or internet banking to Demand Deposit accounts during non-business hours (including holidays), the interest will be calculated from the day if the transaction completed on or before 23:00pm.

#### (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 and, be automatically deposited into the Depositor's demand deposit or current 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.

Interest on New Taiwan Dollar Time Deposit is calculated on full month basis (regardless days of the month, for example, February 8 to March 8 is determined as one month) by way of deposit principal multiply the relevant interest rate and divided by 12 months. Daily basis is applied for calculating the interest of non-full month portion.

#### (3) Current Account: No interest shall be payable on any current account.

## 11. 定期存款提前解約

### EARLY TERMINATION OF THE TIME DEPOSITS.

**(1) 不可轉讓定期存款提前解約時，悉依「定期存款質借及中途解約辦法」辦理，惟存款未滿一個月者，不予計息；存滿一個月未滿原定期限者，依起存日（或續存日） 貴行「牌告利率固定計息」之存款，依單利，按其實際存款期間牌告利率八折計息，或由 貴行與存款人依公平原則約定之，且須遵守隨時頒布之。**

(2) 可轉讓定期存款不得中途解約，逾期提取亦不另計息。

(1) **In case a non-negotiable time deposit is terminated prior to its scheduled maturity, the interest rate calculation shall comply with the Rules Governing Pledge and Early Termination of Time Deposits. If the actual deposit period is less than a month, no interest will be paid; if over one month but prior to its scheduled maturity, the interest payable on such deposit shall be calculated at a rate which is 80% of the prevailing time deposit interest rate at the time of making such deposit for the actual deposit period or such other rate mutually agreed.**

(2) **A negotiable time deposit may not be terminated prior to its scheduled maturity and no interest is payable after such maturity.**

## 12. 定存續存

### RENEWAL OF TIME DEPOSITS.

(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，應於存款到期至少二個銀行營業日前通知 貴行。

(2) 未約定續存：

a. 新台幣定期存款：倘未於事前為續存之約定，自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（下稱「到期後利率」）計息。

b. 外幣定期存款：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。

(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 on the Bank at least two (2) banking business days prior to the maturity of such deposit.**

(2) **Renewal without Prior Arrangement :**

a. **New Taiwan Dollar Time Deposits. If no renewal arrangement is made prior to the maturity of a 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 ("Post Maturity Interest Rate").**

b. **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.**

## 13. 幣別轉換

### CURRENCY CONVERSION.

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。

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

### TRANSFER OR PLEDGE.

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

**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

### DEBIT.

存款人謹以本約定書之約定為憑，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。

**The Depositor agrees that this Agreement shall constitute a power of attorney authorizing the Bank, without prior notice, to debit the Depositor's account for repayment of principal, interest, overdue interest, handling charges, postage, cable charges, acceptance or discount charges, commitment fees, penalties for dishonored checks, handling fees for canceling dishonored checks and other sums payable to the Bank.**

## 16. 費用及支出

### FEES AND CHARGES.

存款人應隨時支付任何帳戶開立及維護或與存款或交易相關之 貴行所收取之手續費、服務費用、利息及罰鍰， 貴行並得自相關帳戶或存款扣款以收取該等手續費、服務費用、利息及罰鍰。該等手續費、服務費用、利息及罰鍰悉依 貴行營業處所揭示或網站公告為準。

The Depositor shall pay to the Bank such fees, service charges, interest and penalties as the Bank may from time to time charge with respect to the opening and maintenance of any accounts or deposits and transactions through or with respect thereto and the Bank may debit the relevant account or deposit for such fees, charges, interest and penalties. The fees, service charges, interest and penalties are subject to the information posted at the Bank's Branch or on the Bank's website.

17. 求償權之限制

**LIMITATION ON RECOURSE.**

本項存款限由菲商菲律賓首都銀行台北分行/國際金融業務分行在中華民國承辦相關存款之分行償付並適用中華民國各項法令（包括行政法規及命令等）之規定。菲商菲律賓首都銀行台北分行/國際金融業務分行之該等分行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菲商菲律賓首都銀行台北分行/國際金融業務分行該等分行之事由致未能履約時，得予免責，且屆時菲商菲律賓首都銀行台北分行之其他分行、子公司或關係事業亦無須負擔任何責任。

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

18. 存款人資料之揭露及使用

**DEPOSITOR'S INFORMATION.**

存款人茲聲明並

(1) 確認已收到 貴行提供之「個人資料保護告知書」。

(2) 同意

a. 貴行於「個人資料保護告知書」所載之蒐集目的、個人資料類別及個人資料利用之期間、地區、對象及方式，得依「個人資料保護法」相關規定，蒐集、處理、利用及傳遞(含國際傳遞)存款人之資料。

b. 貴行得將其持有存款人之資料提供予：

(i) 向 貴行提供諮詢或其他服務之人；及/或

(ii) 貴行之總行、分行及關係事業；及/或

(iii) 中華民國或對 貴行菲律賓首都銀行成員或關係企業具有管轄權國家之主管機關、司法機構、其他政府單位或團體；及/或

(iv) 向 貴行受讓或以分擔風險方式參貸融資之受讓人及參貸人（包括債務相關融資可能之受讓人及參貸人）、信用保險或其他風險保障提供人、債務相關避險交易相對人；及/或

(v) 擬向 貴行讓購資產及負債之讓購人，擬與 貴行進行合併之併購人，以及其他擬與 貴行進行類似交易之人；及/或

(vi) 貴行往來金融機構、票據交換所、財團法人金融聯合徵信中心、財金資訊股份有限公司、中央存款保險公司或各信用評等機構；及/或

(vii) 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

(viii) 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

(ix) 貴行認為有必要對其揭露之人。

供其蒐集、處理、利用及傳遞（含國際傳遞），且 貴行並得蒐集、處理、利用及傳遞（含國際傳遞）自上述該等機構或機關收受其所蒐集之存款人資料

c. 貴行得為

(i) 處理存款人與 貴行往來交易；及/或

(ii) 向存款人推介或准許第三人向存款人推介各項業務，及/或

(iii) 從事相關法令所允許之其他交易之目的，

而蒐集、處理、傳遞（包括國際傳遞）及利用存款人之所提供（或將提供）或 貴行所取得之資料（包括個人資料）。

d. 保證存款人提供之其董事、監察人、有權簽署人、主要股東、實益擁有人、授權代表、主管、業務聯絡人、職員或第三人之資料(包括個人資料)，皆已取得渠等之同意， 貴行得就渠等之資料為上述之相同處理。倘渠等對 貴行為任何請求時，存款人應負全部法律責任，絕無異議。

存款人簽章：

Depositor Signature and/or Seal: \_\_\_\_\_

The Depositor hereby acknowledges and

(1) confirms the receipt of "Personal Information Protection Notification" from the Bank.

(2) consents

a. based on the purpose of collection, classification of personal information and period, areas, parties and way of the use of personal information stated in the "Personal Information Protection Notification" of the Bank, the Bank may collect, process, use and transmit (including international transmit) the Depositor's information as ruled by the "Personal Information Protection Act."

b. the Bank may disclose any and all information in the Bank's possession regarding the Depositor to

(i) advisors or others rendering services to the Bank and/or

(ii) the Bank's head office, branches and affiliates and /or

(iii) regulatory, judicial or other authorities of the R.O.C. or any other jurisdiction in which the Bank, the Bank's head office, branches or affiliates do business and/or

(iv) Any participant, provider of credit insurance or other risk protection, counterparty to any hedge transaction related to

- the obligations or assignee (including potential participants/assignees of or in any of the facilities related to the obligations) and/or
- (v) Any potential acquirer of the assets and liabilities of the Bank, potential manager candidate of the Bank, or the like and/or
  - (vi) Other financial institutions engaged in a lending business, bills clearing house(s), the Joint Credit Information Center, the Financial Information Service Co., Ltd., Central Deposit Insurance Corporation, credit rating agencies and/or
  - (vii) Other branches or affiliates of the Bank or third parties which the Bank outsources the handling of certain transactions and services hereunder and/or
  - (viii) Any other person where required by applicable law or regulation or pursuant to any order of any court or any tribunal and/or
  - (ix) Such other person(s) as the Bank may consider necessary for any purpose whatsoever.
- to enable the said institutions and agencies to collect, process, use and transmit (including international transmit) Depositor's information. The Bank may also collect, process, use and transmit (including international transmit) the information of Depositor collected by said institutions and agencies.
- c. The Bank may collect, process, transmit (including international transmit) and uses of any and all information (including personal information) of the Depositor provided or to be provided by the Depositor to the Bank or otherwise acquired by the Bank for the purpose 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
- d. and warrants that, with respect to any information (including personal information) regarding any directors, supervisors, authorized signatories, principal shareholders, beneficial owners, authorized representative, officers, business contact persons, employees of the Depositor or any third parties provided to the Bank by the Depositor have agreed the Bank to handle their information in accordance with the same manner above mentioned. The Depositor will be held solely responsible, without protest, for any claim made by the said directors, supervisors, authorized signatories, principal shareholders, beneficial owners, authorized representative, officers, business contact persons, employees or third parties against the Bank for such handling.

## 19. 遵循

### COMPLIANCE.

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

Without limiting the foregoing, the Depositor acknowledges that the Bank is subject to reporting and other requirements in the R.O.C., Philippines 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.

## 20. 電子傳輸

### ELECTRONIC TRANSMISSIONS.

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

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

## 21. 委外處理

### OUTSOURCING.

存款人瞭解並同意，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應注意事項許可之範圍內， 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 貴行之總行、其他分行、關係事業、或第三人處理，並將存款人之各項往來資料，於處理必要範圍內，提供與上述 貴行委託處理事務之單位。

The depositor consents that the Bank may from time to time outsource the handling of certain transactions and services and the transaction data of handling hereunder to parent, other branches or affiliates of the Bank or third parties to the extent permitted by the Financial Supervisory Commission outsourcing guidelines for financial institutions as in effect from time to time.

## 22. 抵銷

### SET-OFF.

存款人若有對 貴行之任一債務到期未清償之情形或 貴行認為必要時（如存款人遭受清算、破產宣告、重整、遭票據交換所拒絕往來、停業或其他行政處分、有具體事實足證存款人信用貶落、涉及非法活動或 貴行得依法或依約行使抵銷權等）， 貴行得隨時於事前或同時通知存款人（但不須經存款人同意）終止本約定書下之各項存款往來（包括定存、活存及支存）。屆時， 貴行有權依法逕對該等帳戶之存款為必要之處分並以其餘額抵償存款人對 貴行之各項債務。

If the Depositor fails to perform any of its obligations to the Bank when due or if the Bank deems it necessary (e.g. the Depositor is subject to liquidation, petition in bankruptcy, reorganization, foreclosure action from a clearing service, suspension of business or

any other administrative punishment, or if there are sufficient facts to prove that the Depositor's credit standing has diminished or that the Depositor is involved in illegal activities, or if the Bank may exercise set-off rights according to relevant laws or agreements), the Bank may, at any time and from time to time, terminate this Agreement and close the account contemplated herein (including demand, checking and time deposit accounts) with prior or simultaneous notice to, but without consent of, the Depositor. In such event, the Bank shall be entitled to dispose of the outstanding balance in the relevant account(s) in accordance with relevant rules and regulations and in such manner as the Bank may deem necessary or appropriate, and set -off and apply such balance against sums due to the Bank.

**23. 稅捐  
TAXES.**

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

All taxes, duties, charges, 3deductions 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.

**24. 終止  
TERMINATION.**

- (1) 除定期存款外， 貴行與存款人均得隨時終止本約定書下之各項存款帳戶， 貴行除依據法令或與存款人之約定行使抵銷權外，屆時， 貴行應按規定將終止帳戶之存款餘額返還存款人。如終止支票存款帳戶時，存款人並應將其未用支票退還 貴行。
- (2) 存款人欲終止本約定書下之各項存款帳戶時，得以下列任一方式為之：
  - a. 存款人親自至本行辦理。
  - b. 存款人以授權書委託代理人至本行辦理。
  - c. 存款人以郵寄銷戶申請書辦理，惟帳戶餘額以不超過新台幣壹拾萬元(或等值外幣)為限。
- (3) 如存款人帳戶內之所有帳號自最後交易日起持續一年均未有交易記錄者， 貴行會以書面通知存款人。經前述書面通知後一年內，如帳戶內所有帳號仍未有交易記錄者， 貴行得以書面向該存款人留存於 貴行之聯絡資料為通知後，終止契約，並關閉該帳戶，若該帳戶中仍有餘額， 貴行將予無息保管直至存款人親至 貴行領取之日。為本節之目的，最後交易日係指：
  - a. 活期存款帳戶，支票款帳戶： 該存款人最後提款之日期
  - b. 定期存款帳戶：到期日
- (4) 如存款人為資恐防制法指定制裁之個人、法人或團體，以及外國政府或國際組織認定或追查之恐怖分子或團體， 貴行得隨時拒絕業務往來或逕行終止業務關係。
- (5) 如存款人不配合 貴行要求審視、更新印鑑卡、拒絕提供實質受益人或對客戶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之情事者， 貴行得暫時停止交易， 或暫時停止或終止業務關係。

存款人簽章：

Depositor Signature and/or Seal: \_\_\_\_\_

- (1) Except for time deposit accounts, either the Depositor or the Bank may, at any time and from time to time, terminate and close any account under this agreement, whereupon, subject to the Bank's to exercises a set-off to the extent permitted under any applicable laws, regulations or by agreement between the Bank and the Depositor, the Bank shall return all balance in such closed deposit accounts to the Depositor. Upon a closure of a checking account, the Depositor shall return all unused blank checks to the Bank.
- (2) Depositor may close any account under this agreement through one of following methods:
  - a. Close the account(s) in person
  - b. Close the account(s) by an authorize person with Power of Attorney of the Depositor.
  - c. Close the account(s) by mailing the application form, but this is only applicable to the account(s) with balance not exceed NTD100,000 (or equivalent foreign currency(ies)).
- (3) if all account(s) has/have no record of transactions for one year commencing from the last transaction date, the Bank will send the depositor a prior written notice. If all account(s) still has/have no record of transactions within one year commencing from the date of above mentioned written notice, the Bank may close the account after sent written notice to the Depositor's contact information retained by the Bank. In case any balance in such account, the Bank will return the balance with no interest accrual to the Depositor at the time the Depositor requested in person.  
For the purposes of this section the last transaction date is defined as follows:
  - a. Demand deposits account and checking account: last withdrawal date by the depositor
  - b. Time deposit account: maturity
- (4) Where the Depositor is an individual, legal entity or organization sanctioned under the Terrorism Financing Prevention Act or a terrorist or terrorist group identified or investigated by a foreign government or an international organization, the Bank may refuse to conduct business or simply terminate the business relationship with the Depositor.
- (5) For the Depositor such as unwilling to coordinate with the review and/or authorized signature specimen card updating, refuse to provide actual beneficiaries or information about exercising the control over clients or unwilling to explain the nature and purpose of the transaction and sources of the funds, and so on, the Bank may temporarily suspend or terminate their business relationship with the Depositor.

**25. 修改  
AMENDMENT.**

除本約定書另有規定者外，貴行得隨時以至少六十日前於營業場所公開揭示或網站上公告有關本約定書修改之相關內容規定，倘存款人不同意貴行之修改，須於修改生效日期前終止與貴行之存款關係及本約定書，否則視為存款人同意相關修改。  
**Except otherwise provided in this Agreement, the Bank may, from time to time, amend the terms and conditions of the Agreement by declaring such amendments in the Bank's business place or website sixty (60) days prior to the effective date of such amendments. If the Depositor disagrees with such amendments, the Depositor shall terminate the deposit relationship with the Bank and this Agreement before the effective of such amendments; otherwise, the Depositor shall be deemed to agree with the amendments.**

## 26. 通知 NOTICES.

存款人聯絡資料(包括地址、電話、傳真及電子郵件等)變更時，應以書面或貴行同意之方式通知貴行，如存款人未依約通知，貴行得依存款人留存於貴行之聯絡資料寄送對帳單或各項通知，且貴行依該聯絡資料為發送後，於經過通常遞送期間，即視為已依約對存款人有效送達。

The Depositor shall notify the Bank of any changes of its contact information (including address, telephone number, fax number and email etc.) 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 according to the contact information retained by the Bank. **After the ordinary delivery time, such dispatch shall be deemed effectively served on the Depositor in accordance with this Agreement.**

## 27. 爭議處理及申訴管道 Dispute Resolutions and Complaint Channels

若有爭議發生時，存款人可經由公告於貴行官網 [www.metrobank.com.tw](http://www.metrobank.com.tw) 之申訴管道向貴行提出申訴，貴行應適當處理並儘速回覆。

**If there is any dispute, the Depositor may raise it through the complaint channels disclosed in the Bank's website [www.metrobank.com.tw](http://www.metrobank.com.tw); the Bank shall handle the complaint appropriately and response as soon as possible.**

## 28. 準據法及管轄法院 GOVERNING LAW.

本約定書及依本約定書所為各項交易均應依中華民國法律及相關法令規定辦理，且就本約定書及該等交易所生之一切訴訟，均得由台北地方法院或貴行選定之其他法院為非專屬管轄。但法律有專屬管轄之特別規定者，從其規定。

This Agreement and all transactions contemplated herein shall be governed by the laws of the R.O.C. and applicable rules and regulations and any dispute arising from such transactions shall be subject to the non-exclusive jurisdiction of the Taipei District Court and such other courts as may be selected by the Bank, except if there is special legal provision about exclusive jurisdiction.

## 29. 語文 GOVERNING LANGUAGE.

倘中、英文版合約之定義解釋上有抵觸時，以中文合約版本為準。

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

## 30. 連帶責任 JOINT AND SEVERAL LIABILITY.

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

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

## 31. 可分性 SEVERABILITY

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

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

## II. 支票存款特別約定事項： SPECIAL TERMS FOR CURRENT ACCOUNTS

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

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

### 1. 定義 DEFINITIONS.



本條款所用名詞定義如下：

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

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 current account or "other payables" account.
- (5) "Record" shall mean recordation by the Bills Clearing House of dishonors, Redemptions and other facts relevant to a Depositor's credit on negotiable instruments available for inquiry.
- (6) "Termination of Mandate as a Paying Agent" shall mean termination of a financial institution's mandate to act as paying agent for a promissory note.
- (7) "Account Rejection" shall mean refusal by a financial institution to handle transactions through a current account regarding which the Depositor has a bad record.

## 2. 開戶審查與開戶資料變更

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

存款人開戶時，應填具印鑑卡及票據領取證交付 貴行，經 貴行向票據交換所查詢存款人之票據信用情形，並認可後發給空白票據。印鑑卡上資料如有變更，存款人應即書面通知 貴行，如擬變更印鑑，存款人須重填印鑑卡。

**存款人名稱或負責人變更，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。**

When the Depositor opens an account, he/she/it shall fill out the signature card and the receipt for checks and deliver same to the Bank. After the Bank checks with the Bills 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 changes its name or its responsible person and fails to comply with the preceding paragraph, and fails to cure such failure within one (1) month after the Bank discovers the failure and so notifies to the Depositor, the Bank may terminate the agreement for current account transactions and notify the Depositor to close the account.**

## 3. 本票

### PROMISSORY NOTE.

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

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

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

## 4. 手續費

### HANDLING FEES.

**存款人簽發之票據，因存款不足而退票時， 貴行得向存款人收取手續費。**

**前項手續費，不得逾越票據交換所向 貴行所收取手續費之百分之一百五十。**

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

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

## 5. 註記

## **RECORD.**

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

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 drawn by the Depositor or promissory notes on which the Bank is a paying agent are dishonored, the Depositor may request the Bank to approve and transfer to the Bills Clearing House for recordation such fact in accordance with the "Guidelines for the Registration of Depositors' Credit on Negotiable Instruments".

## **6. 限制或停止發給空白支票、本票**

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

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。

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**

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

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

前項情形 貴行終止受存款人委託為擔當付款人時，存款人應於 貴行通知後之一個月內，返還剩餘空白本票。

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

## **8. 拒絕往來**

### **REJECTED ACCOUNT RECORDS.**

存款人在各地金融業者所開立之支票存款戶，因下列情事之一所發生之退票，未辦妥清償贖回、提存備付或重提付訖之註記，一年內合計達三張，或因使用票據涉及犯罪經判刑確定者，

貴行得自票據交換所通報日起算，予以拒絕往來三年：

(1) 存款不足。

(2) 發票人簽章不符。

(3) 擅自指定金融業者為本票之擔當付款人。

前項各款退票紀錄分別計算，不予併計。

In the event that negotiable instruments drawn on the Depositor's current accounts with all 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 commission of a crime related to using negotiable instruments, the Bank may reject the Depositor's account for a period of three (3) years commencing from the date the Bills Clearing House declares [the dishonors]:

(1) Insufficient funds;

(2) Incorrect chops or signatures of the issuer;

(3) Designation of a financial institution to act as paying agent for promissory notes 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**

### **TERMINATION.**

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

If the Depositor's account has been rejected, or the agreement for current 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

##### TEMPORARILY RESUMED TRANSACTIONS UPON COMPANY REORGANIZATION.

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

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

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

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

#### 11. 請求恢復往來

##### REQUEST FOR RESUMPTION OF TRANSACTIONS.

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。

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

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

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

#### 12. 彙整資料及提供查詢

##### MAINTENANCE OF DATA AND INQUIRIES.

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

The Depositor agrees that the Bank may use the Bills Clearing House as a data center for maintaining Records and rejected account records.

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

**存款人茲聲明於簽署本約定書前，已攜回審閱至少五日以上。存款人茲確認已完全瞭解並同意本約定書之規範。茲此證明本約定書由以下之存款人於本約定書所載之日期簽署。**

**The Depositor hereby represents that this Agreement has been delivered to the Depositor for review for a period of at least five (5) days before the date hereof. The Depositor hereby confirms the Depositor fully understands and agrees all of the terms and conditions of this Agreement. In witness whereof this Agreement has been duly executed by the undersigned depositor on the date stated at the end of this Agreement.**

帳號

Account Number: \_\_\_\_\_

日期

Date: \_\_\_\_\_

存款人

The Depositor: \_\_\_\_\_

負責人姓名

Representative: \_\_\_\_\_

通知地址

Mailing Address: \_\_\_\_\_

登記地址

Registered Address: \_\_\_\_\_

簽章：

Signature and/or Seal: \_\_\_\_\_