

## 帳戶及服務條款

### TERMS AND CONDITIONS GOVERNING ACCOUNTS AND SERVICES

客戶與本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；惟，縱使客戶及/或本行簽訂本約定書，本約定書之任何條款皆未加諸本行任何開立或維持任何特定帳戶或者接受任何特定存款之全部或部分之義務，帳戶之開立及存款之接受係全權由本行決定，本行並無義務對客戶揭露或給予任何理由：

With reference to the transactions in connection with the 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, the "Customer hereby agree to be bound by, to the fullest extent possible, the following terms and conditions; provided, that notwithstanding that this Agreement may be executed by the Customer and/or the Bank, nothing herein shall obligate the Bank to open or maintain any particular account or accept any particular deposit or any part of such deposit, such being at the sole discretion of the Bank and without liability on the Bank to disclose or assign any reason to the Customer:

#### 一、 一般約定事項

#### **I. GENERAL TERMS AND CONDITIONS.**

##### 1. 存款

- (1) 本行有權決定其開辦收受存款帳戶之種類及性質。
- (2) 對存入存款帳戶資金或票據之種類及形式，本行有權決定是否接受。客戶存入他行付款之票據時，本行對該票據之處理係代收性質，存入之票據須俟本行實際收訖相關款項後方可起息或支用，且本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。
- (3) 對各種帳戶及服務，本行得隨時規定收費標準及最低存款金額，請參照本行網頁所載明細。

##### 1. DEPOSITS.

- (1) The Bank may from time to time decide the types and nature of the deposits to be accepted by it.
- (2) The 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.**

- (3) THE BANK MAY FROM TIME TO TIME SET FEE SCHEDULES AND MINIMUM BALANCE REQUIREMENTS FOR VARIOUS TYPES OF SERVICES AND ACCOUNTS. PLEASE REFER TO THE DETAILS PROVIDED AT THE BANK'S WEBSITE.**

2. 提 款

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

2. WITHDRAWALS.

Unless otherwise agreed by the Bank, withdrawals are permitted only by checks (for checking accounts) or withdrawal slips (for non-checking accounts) affixed with signature(s) and/or chop(s) conforming to the signature/chop specimen registered with the Bank and duly verified by the Bank. **The Bank shall not be responsible for any losses to the Customer 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 Customer or any change in the signature/chop specimen thereof shall be binding on the Bank unless and until notice thereof is actually received by the Bank in writing.**

3. 對帳單及往來憑證

就各活期或支票存款帳戶，本行將不另發給存摺。就定存存款帳戶，本行將不另發予定存單。除客戶另有指示外，本行會定期或不定期將存款帳戶之對帳單寄送予客戶，以供核對往來帳目之用。如客戶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本行，否則應視為其內容業經核對無誤(但即使客戶已接受該等對帳單，本行仍有權隨時更正任何錯誤)。又，本行留存有關各帳戶往來憑證之影本、相片或電腦存儲資料，除客戶證明其內容有誤而由本行更正者外，客戶同意其與原始憑證具有相同之法律效力，得作為客戶相關往來交易之證據。

3. ACCOUNT STATEMENTS AND TRANSACTION DOCUMENTATION.

No passbook will be issued for demand deposit or checking accounts. No certificate will be issued for time deposits. Unless otherwise instructed by the Customer, an account statement will, periodically or from time to time, be sent by the Bank to the Customer for

verification. **In the event of any discrepancy between statement and the transactions thereof, the Customer shall inform the Bank of such discrepancy within fourteen (14) days of receipt of the statement; otherwise, such statement shall be deemed accurate subject to the Bank's right to correct any errors contained therein at any time notwithstanding such acceptance by the Customer.** The Customer 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 Customer's transactions with the Bank, save if same is proved by the Customer to be incorrect, in which case, the Bank shall make such appropriate correction.

4. 錯帳

如因本行作業錯誤而入錯帳，或由第三人誤寫帳號或戶名或因電腦錯誤或故障或其他原因而誤存入帳者，本行得於發現錯帳時立即更正而無須另通知客戶；倘該存入款項業經支用，客戶應於本行通知後立即返還。

4. ERRORS.

In the event an amount is credited to the Customer's account through an error of the Bank or through an error of a third party who mis-writes the account number or title or due to computer error or breakdown or otherwise, the Bank may immediately, upon discovery of such error, correct the same without notifying the Customer. If any of such amount is withdrawn from or paid from the account, the Customer shall immediately refund same upon notice of the Bank.

5. 遺失、被竊

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

5. LOSS OR THEFT.

**In case of loss or theft of any check or chop for withdrawing, the Customer 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 Customer's loss resulting from its late registration of such loss or theft.**

6. 支付

- (1) 地點. 除本約定書中另有規定外，就任何帳戶所有本行應支付客戶(或客戶之受讓人或繼受人)之款項，應於存款到期時，活期存款則應於要求時，於本行位於台北之營業處所支付或支付至客戶所指定之客戶於本行開立之帳戶。
- (2) 營業日. 如本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. 由本行擔任付款人之票據，不論其發票日之先後，本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，本行得任

意排定支付順序。又，如 本行收到客戶破產宣告之通知時，縱客戶存款餘額足敷支付相關票據金額， 本行亦得依法拒付。

## 6. PAYMENT.

- (1) Place. Unless otherwise provided herein, all payments to be made by the Bank to the Customer or the Customer'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 Customer with the Bank as designated by the Customer.
- (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 Customer's declaration of bankruptcy, even if there are sufficient funds in the Customer's account, the Bank shall be entitled to dishonor the payment thereof.

## 7. 透支／墊款

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

## 7. ADVANCES.

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

## 8. 擔當付款人

如客戶擬就其所簽發之本票或承兌之匯票，申請 本行為擔當付款人時，應先與本行簽訂委託 本行為擔當付款人之合約，否則帳戶內縱有足敷支付之金額，本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。

## 8. PAYING AGENT.

If the Customer wishes to request the Bank to act as a paying agent for promissory notes or for acceptance of bills, the Customer 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

客戶簽發以本行為付款行之票據時，本行得認為其係受客戶委託付款，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。

## 9. INSTRUMENTS PRESENTED AFTER THE PRESENTATION PERIOD.

With respect to negotiable instruments drawn on or issued by the Customer 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 Customer's account.

## 10. 利息及費用

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) 台幣活期及定期存款：

按本行牌告利率計息(本行得隨時調整該等利率而無須先通知客戶)，活期存款利息，每月結算一次滾入本金。定期存款利息到期一次存入客戶於本行之活期存款或支票存款帳戶，或於到期時由客戶一次領取之。

活期存款每月平均餘額不得小於新台幣拾萬元。不足時，本行將於次月自貴帳戶內扣減新台幣壹仟元正之服務手續費。

### (2) 外幣活期及定期存款：本行僅於本行明確同意之情況下，始應就帳戶餘額支付利息。外幣活期存款及外幣定期存款之利息，將按本行營業廳牌告之利率及基準，或按本行通知客戶之利率及基準計算。

外幣活期存款每月平均餘額不得小於外幣金額同等值之新台幣拾萬元。不足時，本行將於次月自貴帳戶扣減外幣金額同等值之新台幣壹仟元整之服務手續費。

### (3) 支票存款：任何支票存款帳戶皆不計息。

## 10. INTEREST.

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

(1) New Taiwan Dollars Demand and Time Deposits.

Interest shall be calculated at the then prevailing rate posted by the Bank from time to time (such rates may be adjusted by the Bank from time to time without prior notice to the Customer). Interest on demand deposits shall be accrued on a monthly basis and added to the principal. Interest on time deposits shall be automatically deposited into the Customer's demand deposit or checking account with the Bank at the maturity thereof, or be paid to the Customer upon maturity.

The monthly average balance in a demand deposit account shall be no less than One Hundred Thousand New Taiwan Dollars (NT\$100,000). Where the balance is insufficient, the Bank shall deduct from the account a service charge of One Thousand New Taiwan Dollars (NT\$1,000) as of the following month.

(2) Foreign Currency Demand and Time Deposits.

The Bank shall pay interest on credit balance on an account only where the Bank has expressly agreed to do so. For foreign currency demand deposits and time deposits, interest will be calculated at such rate and on such basis as provided in the form of a notice in the banking halls of the Bank from time to time, or at such rate and on such other terms and basis as the Bank may determine from time to time and notify the Customer.

The monthly average balance in a foreign currency demand deposit account shall be no less than an amount in the relevant foreign currency equivalent to One Hundred Thousand New Taiwan Dollars (NT\$100,000). Where the balance is insufficient, the Bank shall deduct from the account a service charge which is an amount of relevant foreign currency equivalent to One Thousand New Taiwan Dollars (NT\$1,000) as of the following month.

(3) Checking Account. No interest shall be payable on any checking account.

## 11. 定存提前解約

(1) 新台幣定期存款：不可轉讓定期存款提前解約時，除非計算方式違反隨時頒布之「定期存款質借及中途解約辦法」之規定，否則應依實際存入天期，按存入時本行之牌告利率(或議定利率)以八折計息，未滿一個月之存款不計息。可轉讓定期存款不得中途解約，逾期提取亦不另計息。

(2) 外幣定期存款：就外幣定期存款而言，本行得依客戶之請求，同意將該外幣帳戶之存款在到期日前償付，依實際存入天期，按存入時之本行牌告利率(或議定利率)付息。但客戶應支付相關手續費用，以及因提前終止存款契約致生的利息成本。

## 11. EARLY TERMINATION OF THE TIME DEPOSITS.

- (1) NEW TAIWAN DOLLAR TIME DEPOSITS. IN CASE A NON-NEGOTIABLE TIME DEPOSIT IS TERMINATED PRIOR TO ITS SCHEDULED MATURITY, THE INTEREST PAYABLE ON SUCH DEPOSIT SHALL, UNLESS SUCH INTEREST RATE CALCULATION WOULD VIOLATE THE RULES GOVERNING PLEDGE AND EARLY TERMINATION OF TIME DEPOSITS AS AMENDED FROM TIME TO TIME, BE CALCULATED AT A RATE WHICH IS 80% OF THE PREVAILING TIME DEPOSIT INTEREST RATE PRESCRIBED BY THE BANK AT THE TIME OF MAKING SUCH DEPOSIT WHICH RATE SHALL APPLY TO THE ACTUAL TENOR OF THE DEPOSIT (OR SUCH OTHER RATE AS AGREED) ; PROVIDED THAT NO INTEREST WILL ACCRUE ON DEPOSITS OF LESS THAN ONE MONTH,. A NEGOTIABLE TIME DEPOSIT MAY NOT BE TERMINATED PRIOR TO ITS SCHEDULED MATURITY AND NO INTEREST IS PAYABLE AFTER SUCH MATURITY.
- (2) FOREIGN CURRENCY TIME DEPOSITS. FOR FOREIGN CURRENCY TIME DEPOSIT, THE BANK MAY, UPON THE CUSTOMER'S REQUEST, AGREE TO REPAY THE DEPOSIT IN A FOREIGN CURRENCY ACCOUNT BEFORE THE AGREED MATURITY DATE. THE INTEREST PAYABLE ON SUCH DEPOSIT SHALL BE CALCULATED AT A RATE WHICH IS 80% OF THE PREVAILING TIME DEPOSIT INTEREST RATE PRESCRIBED BY THE BANK AT THE TIME OF MAKING SUCH DEPOSIT WHICH RATE SHALL APPLY TO THE ACTUAL TENOR OF THE DEPOSIT (OR SUCH OTHER RATE AS AGREED). THE CUSTOMER SHALL, HOWEVER, BE RESPONSIBLE FOR THE HANDLING CHARGES AND INTEREST COSTS INVOLVED IN CANCELING THE RELEVANT DEPOSIT.

## 12. 定存續存

- (1) 約定續存：客戶與本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 本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。客戶如擬終止自動續存之約定，應於存款到期至少五個營業日前通知本行。
- (2) 未約定續存：
  - (i) 新台幣定期存款：倘未於事前就不可轉讓之定存為續存之約定，自該定存到期後至客戶實際提款之期間，應按 本行當時活期存款之利率計息；惟如為定期存款，則應依下列規定計算利息：
    - (a) 如於定期存款原到期日(下稱「原到期日」)後一個月(含)內，本行收到轉期續存指示者(下稱「轉期續存始日」)，**轉期續存之定期存款利息可溯及原到期日起息**，並適用轉期續存

始日之本行牌告定期存款利率；

- (b) 如於定期存款原到期日後一個月後，本行方收到轉期續存指示者，**轉期續存之定期存款利息應自本行收到轉期續存通知之日起息**，並適用轉期續存始日之本行牌告定期存款利率。就原到期日至轉期續存始日這段期間，應適用轉期續存始日之本行牌告活期存款利率；及
  - (c) 如本行未收到轉期續存之指示者，原到期日後應適用之利率為當時本行相同幣別之活期存款適用之利率計息。
- (ii) 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客戶與本行逐筆議定，但如未能議定時，則按當時本行相同幣別之活期存款適用之利率計息。

## 12. RENEWAL OF TIME DEPOSITS.

- (1) Renewal Based on Prior Arrangement. For a time deposit which the Customer 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 Customer wish to terminate the automatic renewal arrangement with respect to a deposit, the Customer shall serve notice in writing on the Bank at least five (5) Business Days prior to the maturity of such deposit.
- (2) No Prior Renewal Arrangement.
  - (i) New Taiwan Dollar Time Deposits. If no renewal arrangement is made prior to the maturity of a non-negotiable time deposit, the interest payable from the maturity date to the date the Customer withdraws such deposit shall be calculated on the basis of the then prevailing interest rate for demand deposits; provided that the interest with respect to time deposits shall be calculated as follows:
    - (a) If the instruction to renew is received by the Bank ("Renewed Deposit Start Date") on or before the date falling one (1) month after the then current maturity date of the relevant time deposit ("Original Maturity Date"), **interest on the renewed time deposit shall accrue from the Original Maturity Date** at the prevailing time deposit interest rate announced by the Bank on the Renewed Deposit Start Date;
    - (b) If such instruction is received by the Bank more than one (1) month after the Original Maturity Date, **interest on the renewed time deposit shall accrue from the Renewed Deposit Start Date** at the prevailing time deposit interest rate announced by the Bank on the Renewed Deposit Start Date. For the interim

period between the Original Maturity Date to the Renewed Deposit Start Date, the prevailing demand deposit interest rate announced by the Bank on the Renewed Deposit Start Date shall apply; and

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

(ii) Foreign Currency Time Deposits. If no renewal arrangement is made prior to the maturity thereof or if the Customer 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 Customer 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

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，應依交易當時本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，客戶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。

### 13. CURRENCY CONVERSION.

Should it become necessary to convert one currency into another currency to execute an account transaction, the Bank shall apply the Bank's then prevailing spot buying/selling exchange rate for such conversion as of the date thereof. The Customer 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 Customer.

### 14. 靜止戶

本行得於下列情況發生時停止支付利息並終止客戶之帳戶：

- (1) 倘任一帳戶並無餘額且其最後交易日已超過一年，則本行得毋待通知客戶自行終止該帳戶。
- (2) 倘任一帳戶尚有餘額，但其最後交易日已超過一年，則本行得以書面向該客戶之最後可知之地址為通知。

如帳戶持續靜止達一定時間(該等時間由本行決定)，本行保留(由本行全權決定)對該帳戶再行運作設定條件之權利。

為本節之目的，最後交易日係指：

- (1) 活期存款帳戶，支票款帳戶：該客戶最後貸記或借記之日期，不包括利息給付之日期；
- (2) 定期存款帳戶：到期日

#### 14. INACTIVE ACCOUNTS.

THE BANK MAY CEASE PAYING INTEREST ON, AND CLOSE, THE ACCOUNTS OF ITS CUSTOMERS UNDER THE FOLLOWING CIRCUMSTANCES:

- (1) IF THERE IS NO BALANCE AND THE LAST TRANSACTION DATE RELATING TO THE ACCOUNT IS MORE THAN ONE(1) YEAR OLD, THE BANK MAY CLOSE THE ACCOUNT WITHOUT NOTICE TO THE CUSTOMER.
- (2) IF THERE IS A BALANCE IN THE ACCOUNT, BUT THE LAST TRANSACTION IS MORE THAN ONE (1) YEAR OLD, THE BANK MAY CLOSE THE ACCOUNT ON WRITTEN NOTICE SENT TO THE CUSTOMER'S LAST KNOWN ADDRESS.

IN THE EVENT THAT AN ACCOUNT REMAINS INACTIVE OR DORMANT FOR SUCH PERIOD OF TIME AS THE BANK MAY DETERMINE, THE BANK RESERVES THE RIGHT TO IMPOSE SUCH CONDITIONS IN RELATION TO THE FURTHER OPERATION OF THE ACCOUNT(S) AS IT MAY DETERMINE IN ITS SOLE DISCRETION.

FOR THE PURPOSES OF THIS SECTION THE LAST TRANSACTION DATE IS DEFINED AS FOLLOWS:

1. DEMAND DEPOSITS ACCOUNT AND CHECKING ACCOUNT: LAST CREDIT OR DEBIT DATE BY THE CUSTOMER, EXCLUDING THE INTEREST PAYMENT DATE
2. TIME DEPOSIT ACCOUNT: MATURITY

#### 15. 轉讓設質限制

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

#### 15. TRANSFER OR PLEDGE.

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

#### 16. 扣 帳

客戶謹授權 本行得無須事先通知客戶而逕自客戶帳戶內扣帳抵付客戶應付本行之各項本金、利息、遲延利息、手續費、郵電費、承兌費、貼現息、承諾費、退票違約金、註銷退票記錄手續費及其他應付款項。

#### 16. DEBIT.

The Customer authorizes the Bank, without prior notice, to debit the Customer'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 cancelling dishonored checks and other sums payable to the Bank.

#### 17. 求償權之限制

本項存款限由新加坡商大華銀行位於中華民國之任何分行/國際金融業務分行之營業處所償付並適用中華民國各項法令（包括行政法規及命令等）之規定。新加坡商大華銀行之該等營業處所因匯兌或資金移轉之限制、徵收、非自願性之移轉、戰爭、內亂或其他不可歸責於新加坡商大華銀行之事由致未能履約時，得予免責，且屆時新加坡商大華銀行非位於中華民國之其他分行、子公司或關係事業亦無須負擔任何責任。

#### 17. LIMITATION ON RECOURSE.

The obligations of the Bank hereunder are payable solely at the offices of any United Overseas Bank, branch/offshore banking unit located in the R.O.C. and are subject to the laws of the R.O.C. (including any governmental acts, orders, decrees, and regulations). Such offices of United Overseas Bank shall not be liable for unavailability of the funds credited to an account(s) due to restrictions on convertibility or transferability, requisitions, involuntary transfers, acts of war or civil strife, or other similar causes beyond its control, in which circumstances no other branch, subsidiary or affiliate of United Overseas Bank, located outside the R.O.C. shall be responsible therefor.

#### 18. 保密義務之免除

客戶茲不可撤回且無條件地授權 本行得將其持有與客戶有關、或客戶與 本行往來融資、存款、匯款或進行任何交易之資料提供予 (1)向 本行提供專業諮詢或其他服務之人；及/或 (2) 本行之總行、其他分行、代表人辦事處、子行、關係事業或總行之控股公司；及/或 (3) 中華民國、新加坡及因 本行、本行之總行、其他分行、代表人辦事處、子行、關係事業或總行之控股公司從事商業活動而取得管轄權國家之金融主管機關、司法機構或其他政府單位；及/或 (4) 擬向 本行讓購資產及負債之讓購人，擬與 本行進行合併之併購人，以及其他擬與 本行進行類似交易之人；及/或 (5) 其他金融機構、財團法人金融聯合徵信中心或各信用評等機構；及/或 (6) 受本行委託處理本約定書下之各項交易及相關服務作業之 本行之其他分行、關係事業、或第三人；及/或 (7) 依相關法令規定應向其揭露之人或依、法院或裁判機關之命令所指定之人；及/或 (8) 本行認為有必要對其揭露之人。

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

**18. WAIVER OF CONFIDENTIALITY.**

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

**THE CUSTOMER HEREBY WAIVES AND AGREES NOT TO ASSERT THE BANK CONFIDENTIALITY PROVISIONS OF ARTICLE 48 OF THE R.O.C. BANKING LAW OR ANY OTHER LIKE LAWS, REGULATIONS OR DIRECTIVES AS MAY BE RELEVANT TO SUCH DISCLOSURES.**

**19. 個人資料處理**

客戶茲同意 本行得為：(1)處理客戶與 本行之往來交易；(2)向客戶推介或准許第三人向客戶推介各項業務；及／或(3)從事相關法令所允許之其他交易，而蒐集、處理及/或利用客戶所提供(或將提供)或本行所取得之個人資料。

客戶茲聲明並保證其提供之其董事、監察人、主管、職員或第三人之個人資料，皆已取得各該董事、監察人、主管、職員或第三人對 本行蒐集、處理及/或利用該等個人資料之同意。倘其董事、監察人、主管、職員或第三人對 本行為任何請求時，客戶應負全部法律責任，絕無異議。

#### 19. DATA PROCESSING.

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

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

#### 20. 遵循

客戶聲明知悉 本行須受中華民國、新加坡或其他國家有關反洗錢、反資助恐怖份子、反貪污、反抵制、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 本行相關文件、資料及與 本行為其他合作，以使本行符合上述法令之要求。

#### 20. COMPLIANCE.

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

#### 21. 電子傳輸

客戶瞭解與 本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， 本行就此所生之任何損失或損害不負任何責任。 本行得監看、紀錄或保留與客戶間之傳輸內容。

21. Electronic Transmissions.

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

22. 委外處理

客戶瞭解並同意，於行政院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，本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 本行之其他分行、代表人辦事處、子行、關係事業或總行之控股公司或第三人辦理。

22. OUTSOURCING.

**THE CUSTOMER CONSENTS THAT THE BANK MAY FROM TIME TO TIME OUTSOURCE THE HANDLING OF CERTAIN TRANSACTIONS AND SERVICES HEREUNDER TO THE BANK'S OTHER BRANCHES, REPRESENTATIVE OFFICES, SUBSIDIARIES, AFFILIATES AND HOLDING COMPANY OF THE HEAD OFFICE OR THIRD PARTIES TO THE EXTENT PERMITTED BY THE FINANCIAL SUPERVISORY COMMISSION OUTSOURCING GUIDELINES FOR FINANCIAL INSTITUTIONS AS IN EFFECT FROM TIME TO TIME.**

23. 抵 銷

在本行所有的其他權利之外，且不限制本行所有的其他權利之情形下， 本行有權對客戶存放於 本行之所有存款(活期存款或定期存款，且不論其幣別)及其他本行所欠客戶或客戶為受益人之債務(下稱「本行債務」)，隨時主張抵銷，以之抵充客戶應支付本行之各項到期債務，不論本行是否有提出任何本約定書下之請求，且儘管於抵銷時本行債務尚未到期亦得主張，不論其原本之到期時間為何(該等本行債務應於抵銷時被視為到期，且客戶茲此授權本行代表客戶終止並提取該等存款)。本行同意於行使抵銷權並抵充時通知客戶。

23. SET-OFF.

**IN ADDITION TO AND NOT LIMITED BY SUCH OTHER RIGHTS AS THE BANK MAY HAVE, THE BANK, MAY AT ANY TIME AND FROM TIME TO TIME SET-OFF AND APPLY ANY AND ALL DEPOSITS (TIME OR DEMAND AND REGARDLESS OF THE CURRENCY(IES) THEREOF) AT ANY TIME**

**HELD AND OTHER INDEBTEDNESS AT ANY TIME OWING BY THE BANK TO OR FOR THE CREDIT OR THE ACCOUNT OF THE CUSTOMER (“BANK OBLIGATIONS”) AGAINST OR OTHERWISE PURSUE COLLECTION OF ANY AND ALL OF OBLIGATIONS OF THE CUSTOMER THEN DUE AND PAYABLE TO THE BANK IRRESPECTIVE OF WHETHER OR NOT THE BANK SHALL HAVE MADE ANY DEMAND UNDER THIS AGREEMENT AND ALTHOUGH, IN THE CASE OF SET OFF, THE BANK OBLIGATIONS MAY BE UNMATURED (SUCH BANK OBLIGATIONS SHALL BE DEEMED TO HAVE MATURED UPON ANY SUCH SET-OFF AND THE BANK IS HEREBY AUTHORIZED TO TERMINATE AND WITHDRAW SUCH DEPOSITS, FOR AND ON BEHALF OF THE CUSTOMER) WITHOUT REGARD TO THE ORIGINAL MATURITY THEREOF. THE BANK AGREES PROMPTLY TO NOTIFY THE CUSTOMER ANY SUCH SET-OFF AND APPLICATION.**

24. 稅 捐

本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，均應由客戶負擔。如有應付之中華民國稅捐時，客戶同意 本行得依相關法令規定就其付予客戶之款項依法扣繳各項稅款。

24. TAXES.

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

25. 終 止

除本合約另有規定外， 客戶與本行均得隨時終止本約定書下之各項存款帳戶(惟客戶須於十四天前事先書面通知本行)，屆時， 本行應按規定將存款餘額返還客戶。如終止支票存款帳戶時，客戶並應將其未用支票退還 本行。

25. TERMINATION.

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

26. 修 改

本行得於本行網站公開揭示或以書面通知修改有關本約定書之相關規定，惟修改費用、起息點、靜止戶之相關規定，應於修改生效日至少六十天前公開揭示或通知(但有利於客戶者不在此限)。

倘客戶不同意 本行之修改，得終止與 本行之存款關係及本約定書。

26. AMENDMENT.

**THE BANK MAY AMEND ANY TERMS AND CONDITIONS OF THE AGREEMENT BY DECLARING SUCH AMENDMENT AT THE BANK'S WEBSITE OR BY WRITTEN NOTICE, PROVIDED THAT AMENDMENTS ON THE PROVISIONS RELATED TO FEES, THE DATE FROM WHICH INTEREST SHALL ACCRUE AND INACTIVE ACCOUNTS SHALL BE DECLARED OR NOTIFIED (60) DAYS PRIOR TO THE EFFECTIVE DATE OF SUCH AMENDMENT (UNLESS SUCH AMENDMENT IS BEFICIAL TO THE CUSTOMER).**

If the Customer disagrees with such amendments, the Customer may terminate the deposit relationship with the Bank and this Agreement.

27. 通知

客戶地址變更時，應立即以書面或 本行同意之方式通知 本行，如未立即依約通知， 本行得依其所知客戶之最後地址寄送對帳單及各項通知，且 本行向該地址所發送之通知，應於經過通常郵遞期間後，視已依約對客戶有效送達。

27. NOTICES.

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

28. 準據法及管轄法院

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

28. GOVERNING LAW.

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

29. 語文

倘中、英文版合約之內容不一致時，應以英文內容為準。

29. GOVERNING LANGUAGE.

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

30. 賠償

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

30. INDEMNITY.

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

31. 指示

本行於下列情形得拒絕依任何指示行動：

- (1)若該指示有任何不明確、不一致或抵觸之處，或
- (2)若該指示與法律、命令或其他主管機關規定有不一致之處。

31. INSTRUCTIONS.

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

32. 無責任

如客戶因本約定書而遭受損失、法律上負擔、債務或損害，概與本行無涉，本行不須對客戶負任何責任，客戶並此明示，於法令許可之最大範圍內，放棄對本行之各項請求權。

32. NON-LIABILITY.

**THE BANK SHALL NOT BE ANSWERABLE OR LIABLE FOR ANY LOSS, LIABILITY, CLAIM OR DAMAGE TO THE CUSTOMER ARISING WITH RESPECT TO THIS AGREEMENT, ALL OF WHICH ARE HEREBY EXPRESSLY WAIVED BY THE CUSTOMER TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.**

### 33. 國際稅務特別約款

本行國際稅務特別約款(下稱「特別約款」)應與本約定書併同閱讀。倘若特別約款之重要事項與本約定書有任何衝突或不一致之處，應以特別約款為準。存戶謹此同意，如經本行要求，應提供特別約款所載之個人資料及稅務資料等予本行，並同意本行蒐集、處理、利用、傳輸並揭露上開資訊，以符合相關法規、外國帳戶稅收遵從法(定義如特別約款所載)或其他跨政府協議，且包括但不限於由本行蒐集、處理、利用、傳輸並揭露上開資訊予由本行或本行代理人代表存戶向其收受款項或給付款項之人，以及依相關法規、外國帳戶稅收遵從法或其他跨政府協議規定應對其為揭露之政府機關。

### 33. INTERNATIONAL TAXATION AGREEMENT.

The Bank's International Taxation Agreement (the "Tax Terms") shall be read together with and form part of the Agreement. Should there be any conflict or inconsistency between the Agreement and the Tax Terms, the Tax Terms shall prevail, to the extent the inconsistency relates to the subject matter of the Agreement. The Customer hereby consents to provide all personal information and tax information specified in the Tax Terms as requested by the Bank and to the collection, processing, use, transmission (including international transmission) and disclosure by the Bank of such information in order to comply with applicable laws, FATCA (as defined in the Tax Terms) or other agreement by or between governments, including but not limited to the collection, processing, use, transmission and disclosure by the Bank of such information to persons from whom the Bank and its agents receive or make payments on behalf of the Customer and to governmental authorities as required by applicable laws, FATCA or other agreement by or between governments.

### 34. 申訴管道及爭議處理

因本約定書而生之爭議，客戶得向本行(電話 02- 2722- 3838; 電郵 [UOB.Taipei@UOBgroup.com](mailto:UOB.Taipei@UOBgroup.com))、行政院金融監督管理委員會或依金消費者保護法(如適用)所設立之爭議處理機構提出申訴。

客戶同意本行就依法令應予說明及揭露之事項得於本行網站公告或以其他方式使客戶知悉。

### 34. COMPLAINT AND DISPUTE RESOLUTION

For disputes arising from this Agreement, the Customer may file a complaint with the Bank (tel: 02- 2722- 3838; email to [UOB.Taipei@UOBgroup.com](mailto:UOB.Taipei@UOBgroup.com)), Financial Supervisory Commission or dispute resolution institution established pursuant to Financial Consumer Protection Act (if applicable).

The Customer agrees that the Bank may state and disclose relevant items required by laws on the Bank's website or by other means to inform the Customer.

### 35. 存款保險

本行為加入存款保險之要保機構。客戶就符合存款保險條例規定之存款項目及其限額內，受存款保險機制之保障。另依據存款保險條例之規定，可轉讓定期存單不受存款保險保障，客戶需自行負擔風險。

### **35. DEPOSIT INSURANCE**

**The Customer acknowledges that the Bank has acquired deposit insurance in accordance with the Deposit Insurance Act. The deposit of the Customer shall be the insured subject of the said deposit insurance in accordance with the Deposit Insurance Act, and shall be protected by the deposit insurance within the maximum insurance coverage as determined by the competent authority. According to the Deposit Insurance Act, Negotiable Certificate of Deposit shall not be an insured subject covered by the said deposit insurance.**

附錄一

Appendix 1

支票存款帳戶特別條款

Specific Terms Applicable to Checking Accounts

客戶茲就支票存款往來事宜，補充有關處理使用支票及帳戶、退票及拒絕往來事項之約定條款（以下簡稱「支票特別條款」）如下：

The Customer hereby supplements, in regard to checking account, the relevant terms and conditions for handling the use of the cheques and checking account, the dishonor of a negotiate instrument and termination of checking account as follows (the "Checking Account T&C"),

1. 客戶同意遵照本支票特別條款及其嗣後修正或補充之約定辦理。

The Customer agrees to be bound by the Checking Account T&C set out as follows, as may be amended or supplemented from time to time.

2. 定義 Definitions

本支票特別條款所用名詞定義如下：

In this Checking Account T&C, the following terms shall have the meanings set forth below:

- (1) 「退票」：指金融業者對於提示之票據拒絕付款，經填具退票理由單，連同票據，退還執票人之謂。

The "Dishonor" of a negotiate instrument means the refusal by a financial institution of payment on a negotiate instrument presented to such institution, which returns such negotiate instrument, together with a completed form of "Reason(s) for Rejection", to the holder of such negotiate instrument;

- (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。

"Redemption by Payment" means, in relation to a negotiate instrument rejected for payment by a financial institution for reasons such as insufficient funds, incorrect affixing of signature/chop, appointing a financial institution as paying agent of promissory note without such institution's prior consent or countermanding (withdrawal of a payment request) before the expiry of the relevant presentation period of promissory note and the accompanying "Reason (s) for Rejection", the redemption of such negotiate instrument by the checking account holder by way of a payment in the amount of such negotiate instrument to discharge the debt owed thereon.

- (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。

"Deposit for Payment" means, after the Dishonor of a cheque for insufficient funds, the placement of deposit by a cheque issuer (the checking account holder) with the financial institution which dishonored such cheque a sum in

the amount of such dishonored cheque for the purpose of applying such deposit to a sundry account of such financial institution under the account entry "other payables."

- (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。

"Payment under Re-presentation (of a dishonored cheque)" means, upon re-presentation of a dishonored cheque, payment from either the relevant checking account or "other payable" in a sundry account.

- (5) 「註記」：指支票存款戶如有退票記錄、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。

"Record" means, for the purpose of responding to any public inquiries, any record made by the Bills Clearing House in connection with any facts that relate to the creditworthiness of a checking account holder, including any instances of Dishonor of a cheque/promissory note or Redemption by Payment.

- (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。

"Termination of Capacity as Paying Agent" means the termination by a financial institution of its capacity to act as paying agent for any promissory notes drawn against the checking account of a checking account holder.

- (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為支票存款往來之謂。

"Termination of Account Relationship" means the termination of a checking account relationship by a financial institution with a checking account holder whose checking account credit record has deteriorated significantly.

### 3. 開戶審查與開戶資料變更 Review at the Account Opening and Change in Information

- (1) 客戶開戶時，應填具印鑑卡及票據領取證交付本行，經本行向票據交換所查詢客戶之票據信用情形，並認可後發給空白票據。

During the opening of an account, the Customer shall fill in a specimen signature/chop card and a cheque book application and deliver the same to the Bank, the Bank shall, upon making inquiries with the Bills Clearing House as to the credit history of the Customer and satisfying itself of the results of such inquiries, deliver blank cheques to the Customer.

- (2) 印鑑卡上資料如有變更，客戶應即書面通知本行，如擬變更印鑑，客戶須重填印鑑卡。

The Customer shall notify the Bank in writing immediately upon any change of the information contained in the specimen signature/chop card. In the event that the Customer intends to change the recorded specimen signature/chop, the Customer shall fill in a new specimen signature/chop card.

- (3) 客戶如為法人戶，其名稱或負責人變更，而未依前項約定辦理時，於本行發現該項情事並通知客戶辦理變更手續，逾一個月未辦理者，本行得終止支票特別條款，並通知客戶結清帳戶。

If the Customer is a juristic person and it fails to notify the Bank of any change in the name or responsible person of the Customer in accordance with the preceding paragraph, the Bank may request the Customer to make the relevant changes upon discovery of the Customer's failure to do so. If the Customer fails to respond to such request within one month, the Bank may terminate its account relationship or Checking Account T&C with the Customer and request the Customer to close such account.

4. 支票存款概不付息。  
No interest shall be paid on deposits in checking accounts.
5. 本行將每月寄發有關客戶存取數目之對帳單。如客戶發現對帳單上有何不符時，應於收到對帳單三十(30)日之內以書面通知本行，否則即視為核對無誤。  
The Bank shall issue a monthly account statement in respect of the number of deposits and withdrawals made by the Customer. The Customer shall notify the Bank in writing of any discrepancy in the account statement within thirty (30) days of receiving the account statement, failing which the account statement shall be deemed verified as correct.
6. 發票人對已為付款人所支付之票據，日後發現字跡有難於辨認或其他情形致發生糾紛時，概由發票人自行負責，本行不負任何責任。  
In the event of a dispute concerning a bill where payment has already been made to the payee, due to the writing on such bill being difficult to identify or any other reason, the issuer of the bill shall be solely responsible for such dispute, which shall not concern the Bank.
7. 支票存款每月平均餘額不得小於新台幣拾萬元正。不足時，本行將於次月自貴帳戶內扣減新台幣壹仟元正之服務手續費。  
The monthly average balance in a checking account shall be no less than One Hundred Thousand New Taiwan Dollars (NT\$100,000). Where the balance is insufficient, the Bank shall deduct from such account a service charge of One Thousand New Taiwan Dollars (NT\$1,000) as of the following month.
8. 本票 Promissory Note
  - (1) 客戶簽發由本行所發給載明以本行為擔當付款人之本票時，由本行自客戶名下之支票存款戶內代為付款。前揭本票，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，且客戶未撤銷付款委託，亦無其他不得付款之情事者，本行仍得付款。  
In relation to any promissory note delivered by the Bank for which the Bank would act as paying agent to the Customer and issued by the Customer, any payment thereof shall be made by the Bank on the Customer's behalf by drawing against a checking account under the name of the Customer with the Bank. Notwithstanding the expiry of the presentation period of such promissory note at the time when a holder presents such note for payment, the Bank may pay on such promissory note if such note is presented within three years from the payment date of such note (or the issue date in the case of a demand promissory note) and before the Customer has issued any countermand request and there are no other circumstances which would cause the rejection of the payment thereof.

- (2) 倘因帳戶內存款不足或發票人簽章不符，致客戶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 relation to any Dishonor of a promissory note issued by the Customer due to insufficient funds in the Customer's account or an incorrect affixing of signature/chop, the record of such Dishonor shall be combined with those for cheques.

9. 手續費 Handling Fee

客戶簽發之票據，因存款不足而退票時，本行得向客戶收取手續費。前揭手續費，不得逾越票據交換所向本行所收取手續費之 150%。

The Bank may charge the Customer a handling fee for the Dishonor of any cheque/promissory note issued by Customer due to insufficient funds. Such handling fee shall not exceed 150% of the handling fee imposed by the Bills Clearing House on the Bank.

10. 註記 Record

客戶於其簽發之支票或以本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，得向本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。

Within three years from the day following the Dishonor of a cheque issued by the Customer or of a promissory note for which the Bank would act as paying agent, the Customer may request the Bank to forward the Customer's request to record with the Bills Clearing House in accordance with the Guidelines for Recording the Checking Credit Status of Checking accounts if any Redemption by Payment, Deposit for Payment, Payment under Re-presentation or other matters relating to the checking credit status of the Customer occurs.

11. 限制或停止發給空白支票、本票 Restricting on or Terminating of the Provision of Blank Cheques and Promissory Notes

- (1) 客戶如有下列情事之一者，本行得限制發給空白支票及空白本票：

The Bank may restrict its provision to the Customer of blank cheques and promissory notes in any of the following circumstances:

- (i) 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。

Previous occurrence of Dishonor of the Customer's cheques due to insufficient funds, or frequent occurrences of Redemption by Payment, Deposit for Payment or Payment under Re-presentation after Dishonor of the Customer's cheque; or

- (ii) 使用票據有其他不正常之情事者。

Other unusual /abnormal situations in the Customer's use of cheques.

- (2) 本行為前項限制時，應以書面告知限制之理由；對於限制理由，客戶認為不合理時，得向本行提出申訴。

The Bank shall inform the Customer in writing of the reasons for imposing the above restrictions and the Customer may appeal the Bank's decision if

the Customer considers the Bank's reasons for these restrictions unreasonable.

- (3) 客戶在本行開立之存款帳戶被扣押時，本行得停止發給空白支票及空白本票，但被扣押之金額經本行如數提存備付者，不在此限。  
In the event a deposit account of the Customer opened with the Bank is being attached, the Bank may cease to provide the Customer with blank cheques or promissory notes, except when the Bank has made a Deposit for Payment in the amount of such attachment.

## 12. 終止擔當付款人之委託 Termination of Capacity as Paying Agent

- (1) 客戶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，本行得自票據交換所通報日起算，予以終止為客戶擔當付款人之委託三年。  
With respect to any checking accounts opened by the Customer with any of the financial institutions in any localities, if the Customer has issued any promissory note for which a financial institution would act as paying agent but has countermanded the payment of such note before the expiry of the presentation period, and there have been three Records of Dishonor of such notes within a period of one year which occurred as a result of the holder presenting such note for payment but for such instances of Dishonor there has been no Redemption by Payment, Deposit for Payment or Payment under Re-presentation, the Bank may terminate its Capacity as Paying Agent of the Customer for up to three years from the date the Bank is informed by the Bills Clearing House of such situation.
- (2) 前項情形本行終止受客戶委託為擔當付款人時，客戶應於本行通知後之壹個月內，返還剩餘空白本票。  
In the event the Bank shall terminate its Capacity as Paying Agent for the Customer as described above, the Customer shall return any remaining unused blank cheques within one month after the Bank notice of such termination.

## 13. 拒絕往來 Termination of Account Relationship

客戶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，本行得自票據交換所通報日起算，予以拒絕往來三年：

With respect to any checking accounts opened by the Customer with any of the financial institutions in any localities, if there has been three Records of Dishonor within a period of one year which occurred as a result of any of the following reasons but for which there has been no Redemption by Payment, Deposit for Payment or Payment under Re-presentation, or if a judgment has been issued as to the illegality of the Customer's use of cheques, the Bank may terminate its account relationship with the Customer for up to three years from the date the Bank is informed by the Bills Clearing House of such circumstances:

- (1) 存款不足。  
Insufficient funds;

- (2) 發票人簽章不符。  
Incorrect affixing of signature/chop; or
- (3) 擅自指定金融業者為本票之擔當付款人。  
Appointing a financial institution as paying agent of Customer's promissory note without prior consent of such institution.

前項各款退票記錄分別計算，不予併計。

Any Record of Dishonor for any of the above reasons shall be treated for the purpose of calculation as separate items and not combined.

14. 終止支票特別條款之處理 Termination of Checking Account T&C

客戶被列為拒絕往來戶，或因其他情事終止支票特別條款時，客戶應於本行通知後之壹個月內，結清帳戶並返還剩餘空白支票及本票。

In the event of Termination of the Customer's Account Relationship with the Bank or if the Checking Account T&C between the Customer and the Bank shall terminate for other reasons, the Customer shall close its accounts with the Bank and return any unused blank cheques and promissory notes within one month of the Bank's notification.

15. 公司重整之暫予恢復往來 Temporary Resumption of Account Relationship during Corporate Reorganization

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

If the Customer is a corporate entity, upon a court ruling approving its reorganization, the Customer may request the Bank to forward its request to the Bills Clearing House to record such reorganization before the expiry of the period of Termination of Account Relationship and the Bank may temporarily resume its account relationship with the Customer upon recording of such reorganization.

- (2) 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，本行得自票據交換所再通報之日起算，予以拒絕往來三年。

If there is any occurrence of Dishonor of the cheque of the aforementioned company during the period from the date of temporary resumption of account relationship to the original expiration date of the period of Termination of Account Relationship, the Bank may terminate its account relationship with the Customer for up to three years from the date the Bank is informed by the Bills Clearing House of such occurrence.

16. 請求恢復往來 Request for Resumption of Account Relationship

客戶如經拒絕往來而有下列情事之一，經本行同意後，得恢復往來並重新開戶：

After Termination of the Customer's Account Relationship with the Bank, the Customer may upon the Bank's consent, resume its account relationship and open a new account with the Bank, in case of one of the following situations:

- (1) 拒絕往來期間屆滿。  
Expiration of the period of Termination of Account Relationship; or
- (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。  
Recording of Redemption by Payment, Deposit for Payment or Payment under Re-presentation has been made for all Dishonored cheques that caused the Termination of Account Relationship and any other cheques dishonored thereafter.

17. 彙整資料及提供查詢 Collection /collation of Data and Provision for Inquiry

客戶同意本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，並同意該所將客戶之退票紀錄、被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 Customer agrees to the Bank's reliance on the Bills Clearing House to serve as the data processing center in relation to the collation of Records of Dishonored cheques/promissory notes and Termination of Account Relationship and further agrees to the Bills Clearing House's provision for inquiry by others of any of the Customer's Dishonor Records, Termination of Account Relationship, or other information in relation to credit search.

18. 未盡事宜之補充 Miscellaneous

本支票特別條款如有未盡事宜，悉依其他約定條款及中華民國有關法令辦理。  
The matters that this Checking Account T&C hold insufficient shall be handled pursuant to other agreed terms and conditions and the applicable laws of Republic of China (Taiwan).

## 附錄二

### Appendix 2

#### 委託擔當付款約定條款

#### Terms of Agreement for Appointment of Paying Agent

茲特委託銀行為客戶所簽發之本票或簽發、承兌之匯票之擔當付款人，逕自依原留印鑑惠予照付，並願遵守下列約定。如因違反本約定而發生之一切損失，概由客戶自行處理，與本行無涉。

The Customer hereby appoints the Bank as paying agent for any promissory note or bill issued or accepted by the Customer to make payment with the specimen signature/chop and agrees to comply with the following terms and conditions. The Customer shall be liable for all losses arising from the breach of these terms and conditions.

1. 客戶應在該項票據到期日提示付款前，籌足款項存入該支票存款帳戶內備付。倘因客戶餘額不足，致所簽發之本票或簽發、承兌之匯票未能付款時，在交換紀錄上，本行即按照支票存款戶票信狀況註記須知處理，客戶絕無異議。

The Customer shall deposit sufficient funds into the checking account for the provision of payment before the expiry of the presentation period of the negotiable instrument. If the promissory note or bill issued or accepted by the Customer is dishonored due to insufficient balance in such account, the Bank will enter necessary remark in the exchange record according to Guidelines for Recording the Checking Credit Status of Checking Deposit Accounts, the Customer shall not raise any objection.

2. 客戶所開本票如逾提示付款期限始行提示，但該本票仍在法定有效期間內者，本行仍得付款。

The Bank may make the payment in the event that the promissory note issued by the Customer is presented after expiry of the presentation period but still within the statutory effective period.

3. 委託 本行擔當付款之本票，其到期日在發票日之前者，本行得予以退票。

In the event that the maturity date of the promissory note for which the Bank acts as paying agent is prior to issuance date thereof, the Bank may dishonor such note.

4. 客戶簽發之本票，於提示期限經過前撤銷付款委託，經執票人提示退票後，未依規定辦妥註銷撤銷付款委託退票紀錄一年內達三張者，同意 本行得，免另通知，自票據交換所通報之日起算，終止為客戶擔當付款人之委託三年；客戶並應於壹個月內繳回剩餘之空白本票。

In the event that the promissory note issued by the Customer has counter-banded the payment of such note before the expiry of the presentation period, and there have been

three Records of Dishonor of the notes within a period of one year which occurred as a result of the Customer's failure to issue counter-band request pursuant to the regulations, the Customer agrees that the Bank may terminate its role as Paying Agent of the Customer, without any notice, for up to three years from the date the Bank was informed by the Bill Clearing House of such situation and the Customer shall return any remaining unused blank cheques within one month.

5. 客戶如經拒絕往來，應即繳回剩餘之空白支票及本票。如往來情形不佳，雖未拒絕往來，本行亦得拒絕發給空白本票。

After Termination of the Customer's Account Relationship with the Bank, the Customer shall return remaining blank cheques and promissory notes to the Bank. The Bank may cease to provide the Customer with blank cheques or promissory notes even if the Customer's account relationship with the Bank is poor rather than being terminated.

6. 客戶簽發之本票，除為短期票券交易商、本行或信託投資公司之商業本票經本行同意得自行印製外，應使用本行印發之本票；否則，同意本行逕行退票。

The promissory notes issued by the Customer shall be use the form of notes printed and provided by the Bank otherwise the Customer agrees that the Bank may dishonor the notes, unless the notes are the commercial paper printed by short-term bills dealers, banks or trust and investment corporation approved by the Bank .

7. 本約定書未約定事項，悉依客戶與本行所簽訂之存款約定事項及台灣票據交換所之相關規定辦理。

For the matters not provided in these terms and conditions, shall be dealt with it in accordance with the Term and Conditions applicable to the Accounts and Service between the Customer and the Bank and the applicable provisions promulgated by Taiwan Clearing House.

**附錄三**  
**Appendix 3**

**個人資料保護告知書**  
**Notification of Personal Information Protection**

新加坡商大華銀行依據個人資料保護法（下稱「個資法」）第八條第一項規定，向台端告知下列事項，請台端詳閱：

As required under Article 8 of the Personal Information Protection Act (the "Act"), Singapore United Overseas Bank shall inform you of the following matters for your review:

**1. 蒐集之目的：**

**(1) 業務特定目的暨代號：**

**(i) 存匯業務：**

022 外匯業務；

035 存款保險；

036 存款與匯款業務；

082 借款戶與存款戶存借作業綜合管理；

112 票據交換業務；及

181 其他經營合於營業登記項目或組織章程所定之業務（例如：其他經中央主管機關核准辦理之有關業務）。

**(ii) 授信業務：**

022 外匯業務；

082 借款戶與存款戶存借作業綜合管理；

088 核貸與授信業務；

106 授信業務；

111 票券業務；

126 債權整貼現及收買業務；

154 徵信；及

181 其他經營合於營業登記項目或組織章程所定之業務（例如：其他經中央主管機關核准辦理之有關業務）。

**(iii) 外匯業務：**

022 外匯業務；

036 存款與匯款業務；

082 借款戶與存款戶存借作業綜合管理；

088 核貸與授信業務；

106 授信業務；

154 徵信；及

181 其他經營合於營業登記項目或組織章程所定之業務。

**(iv) 有價證券業務：**

111 票券業務；

044 投資管理；

082 借款戶與存款戶存借作業綜合管理；

088 核貸與授信業務；

- 106 授信業務；
  - 154 徵信；及
  - 181 其他經營合於營業登記項目或組織章程所定之業務（例如：其他經中央主管機關核准辦理之有關業務）。
  - (v) 其他經營合於營業登記項目或組織章程所定之業務，或經中央主管機關核准辦理之其他有關業務（例如：電子金融業務。）
  - 181 其他經營合於營業登記項目或組織章程所定之業務（例如：其他經中央主管機關核准辦理之有關業務）。
- (2) 上開業務之共通特定目的及代號：
- (i) 040 行銷業務；
  - (ii) 059 金融服務業依法令規定及金融監理需要，所為之蒐集處理及利用；
  - (iii) 060 金融爭議處理；
  - (iv) 063 非公務機關依法定義務所進行個人資料之蒐集處理及利用；
  - (v) 069 契約、類似契約或其他法律關係事務；
  - (vi) 090 消費者、客戶管理與服務；
  - (vii) 091 消費者保護；
  - (viii) 098 商業與技術資訊；
  - (ix) 104 帳務管理及債權交易業務；
  - (x) 136 資(通)訊與資料管理；
  - (xi) 137 資通安全與管理；
  - (xii) 157 調查、統計與研究分析；及
  - (xiii) 182 其他諮詢與顧問服務。
- 除前揭共通特定目的外，依據法務部頒佈「個人資料保護法之特定目的及個人資料之類別」，詳細說明為處理與提供您與實際與本行各項往來之業務、帳戶或服務，可能涉及之特定目的及代號如下。但實際蒐集之特定目的，仍以本行與您實際往來之相關業務為準：
- (i) 025 犯罪預防、刑事偵查、執行、矯正、保護處分、犯罪被害人保護或更生保護事務；
  - (ii) 031 全民健康保險、勞工保險、農民保險、國民年金保險、或其他社會保險；
  - (iii) 032 刑案資料管理；
  - (iv) 037 有價證券與有價證券持有人登記；
  - (v) 061 金融監督、管理與檢查；
  - (vi) 078 計畫、管制考核與其他研考管理；
  - (vii) 081 個人資料之合法交易業務；
  - (viii) 109 教育或訓練行政；
  - (ix) 113 陳情、請願、檢舉案件處理；
  - (x) 116 場所進出安全管理；
  - (xi) 122 訴願及行政救濟；
  - (xii) 129 會計與相關服務；
  - (xiii) 150 輔助性與後勤支援管理；
  - (xiv) 173 其他公務機關對目的事業之監督管理；
  - (xv) 176 其他自然人基於正當性目的所進行個人資料之蒐集處理及利用；
  - (xvi) 177 其他金融管理業務；及

- (xvii) 遵守與配合全球打擊恐怖分子調查與美國經濟制裁、美國稅務申報、航空企業/飯店集團哩程點數轉換、企業卡業務員工消費資訊。

**1. Purpose of collection:**

**(1) Specific Purposes and Corresponding Codes for the Business**

- (i) Deposit and Remittance Business:  
022 Foreign Exchange Business;  
035 Deposit Insurance;  
036 Deposit and Money Remittance;  
082 Consolidated Management on Deposit Taking and Borrowing Operation of Accounts of Borrowers/Depositors;  
112 Cheque Exchange Businesses; and  
181 Other Businesses in Compliance with Business Items or Businesses Registered in Corporate Registration or Those Specified in Articles of Incorporation or Constitutional Documents (e.g., other related businesses approved by the central competent authorities).
- (ii) Credit Extension Business:  
022 Foreign Exchange Business;  
082 Consolidated Management on Deposit Taking and Borrowing Operation of Accounts of Borrowers/Depositors;  
088 Approval of Loans and Credit Extension Businesses;  
106 Credit Extension Businesses;  
111 Notes and Bills Businesses;  
126 Receivables Discounting and Purchasing Businesses;  
154 Private Investigation; and  
181 Other Businesses in Compliance with Business Items or Businesses Registered in Corporate Registration or Those Specified in Articles of Incorporation or Constitutional Documents (e.g., other related businesses approved by the central competent authorities).
- (iii) Foreign Exchange Businesses:  
022 Foreign Exchange Business;  
036 Deposit and Money Remittance;  
082 Consolidated Management on Deposit Taking and Borrowing Operation of Accounts of Borrowers/Depositors;  
088 Approval of Loans and Credit Extension Businesses;  
106 Credit Extension Businesses;  
154 Private Investigation; and  
181 Other Businesses in Compliance with Business Items or Businesses Registered in Corporate Registration or Those Specified in Articles of Incorporation or Constitutional Documents (e.g., other related businesses approved by the central competent authorities).
- (iv) Securities Businesses:  
111 Notes and Bills Businesses;  
044 Investment Management;  
082 Consolidated Management on Deposit Taking and Borrowing Operation of Accounts of Borrowers/Depositors;  
088 Approval of Loans and Credit Extension Businesses;  
106 Credit Extension Businesses;  
154 Private Investigation; and  
181 Other Businesses in Compliance with Business Items or Businesses

- Registered in Corporate Registration or Those Specified in Articles of Incorporation or Constitutional Documents.
- (v) Other Businesses in Compliance with Business Items or Businesses Registered in Corporate Registration or Those Specified in Articles of Incorporation or Constitutional Documents, or Other Relevant Businesses Approved by the Central Competent Authorities (e.g., the electronic banking business).  
181 Other Businesses in Compliance with Business Items or Businesses Registered in Corporate Registration or Those Specified in Articles of Incorporation or Constitutional Documents (e.g., other related businesses approved by the central competent authorities).

**(2) Specific Purposes and Corresponding Codes for the Bank**

- (i) 040 Marketing;
- (ii) 059 Collection, processing and use by financial service providers according to laws and regulations and as required for financial supervision;
- (iii) 060 Handling of Financial Disputes;
- (iv) 063 Collection, Processing and Use of Personal Information Conducted by Non-government Agencies According to Their Legal Obligation;
- (v) 069 Matters Relating to Agreements, Quasi-Agreements or Other Legal Relationships;
- (vi) 090 Consumers and clients management and services;
- (vii) 091 Consumer Protection;
- (viii) 098 Business and Technical Information;
- (ix) 104 Account Management and Debt Trading Businesses;
- (x) 136 Information (Communication) and Databank Management
- (xi) 137 Management of Information and Communication Security
- (xii) 157 Investigation, Statistical and Research Analysis; and
- (xiii) 182 Other Consultancy and Advisory Services.

Apart from the above-mentioned common specific purposes, the specific purposes and the corresponding codes that may be involved in the Bank's handling and provision of any business, account or service for you are hereby explained in detail as follows, in accordance with the Specific Purposes and Types of Personal Data Prescribed in the Personal Data Protection Act published by the Ministry of Justice; provided that the actual specific purposes for personal data shall be subject to the businesses for which the Bank actually deals with you:

- (i) 025 Crime Prevention, Criminal Investigation, Enforcement, Correction, Juvenile Protective Measures, Victim Protection or Prison After-Care;
- (ii) 031 National Health Insurance, Labor Insurance, Farmers Insurance, National Pension Insurance or Other Social Insurance;
- (iii) 032 Criminal Data Management;
- (iv) 037 Registration of Securities and Securities Holders;
- (v) 061 Financial Supervision, Administration and Inspection;
- (vi) 078 Plan, Control, Evaluation and Other Research and Evaluation Management;
- (vii) 081 Legitimate Exchange of Personal Data
- (viii) 109 Education or Training Administration;
- (ix) 113 Pleading, Petition and Complaint Handling;
- (x) 116 Site Safety Management;
- (xi) 122 Administrative Appeals and Remedies;

- (xii) 129 Accounting and Related Services;
- (xiii) 150 Auxiliary and Back-Office Support;
- (xiv) 173 Industry Supervision and Administration by Other Government Authorities;
- (xv) 176 Collection, Processing and Use of Personal Data by Other Natural Persons for Justified Purposes;
- (xvi) 177 Other Financial Administrative Businesses; and
- (xvii) Compliance and Cooperation with Global Counter-Terrorism Investigations, U.S. Economic Sanctions and U.S. Tax Filings, as well as Mileage Conversion by Airlines/Restaurant Groups and Consumption Information on Employees Using Corporate Cards.

**2. 蒐集之個人資料類別：**

姓名、性別、出生年月日、出生之國家或地區及城市、國籍、身分證統一編號、稅籍編號、護照號碼、駕駛執照號碼、資產與投資、收入所得、存款儲蓄、財務狀況、貸款紀錄、工作職稱、住址、連繫地址、居住國家或地區、相片、電子郵件地址、金融機構帳戶號碼等等，詳如相關業務申請書、契約書、交易文件內容或主管機關要求之文件等。

**2. Types of Personal Information to be Collected:**

Name, gender, date of birth, place of birth, nationality, I.D. number, tax registration number, passport number, driver's license number, assets and investments, income, deposits, financial status, credit record, job title, address, contact address, jurisdiction(s) of residence, photographs, e-mail, account number of financial institution, as detailed in the business application form, the contract applicable, content of transaction documents or the documents requested by the competent authorities.

**3. 個人資料利用之期間、地區、對象及方式：**

- (1) 期間：個人資料蒐集之特定目的存續期間/依相關法令規定或契約約定之保存年限/本行因執行業務所必須之保存期間。
- (2) 地區：中華民國、本行總行及其海外分支機構、通匯行所在地、未受中央目的事業主管機關限制之國際傳輸個人資料之接收者所在地、本行業務委外機構所在地、與本行有業務往來之機構營業處所所在地、與中華民國簽訂稅務用途資訊交換及相互提供其他稅務協助條約或協定之外國政府所在地或國際組織所在地。
- (3) 對象：本行、本行總行及其海外分支機構、通匯行、金融聯合徵信中心、臺灣票據交換所、財金資訊公司、收單機構、信用保證機構、業務委外機構、未受中央目的事業主管機關限制之國際傳輸個人資料之接收者、本行交互運用客戶資料之公司、本行合作推廣之單位、其他與本行有業務往來之機構、依我國或外國法令有調查權機關或金融監理機關、與中華民國簽訂稅務用途資訊交換及相互提供其他稅務協助條約或協定之外國政府或國際組織、任何相關借款人(主債務人)、保證人、抵押人、擔保人、出質人或任何與台端相關對本行負擔義務或提供擔保之其他人。
- (4) 方式：以自動化機器或其他非自動化之利用方式。

**3. The term, geographical regions, parties and methods for the use of personal information are as follows:**

- (1) Term: for as long as the specific purpose of collecting personal information exists, the years during which the information must be kept as provided by law or under contract (e.g., Business Accounting Act), or the period as required for the Bank to perform the business.
- (2) Geographical region(s): the territory of the Republic of China, and the places where the Bank's head office and overseas branches, the correspondent banks are located, the recipients of personal information via international transmission unrestricted by the central competent authority, outsourcing institution for business of the Bank, the business premises of the organizations having business relationship with the Bank are located and the places of the foreign governments or international organizations with which the government of the Republic of China has executed a treaty or agreement relating to tax information exchange and mutual provision of other taxation assistance.
- (3) Parties: the Bank, the Bank's head office and overseas branches, correspondent banks, Joint Credit Information Center (JCIC), The Taiwan Clearing House (TWNCH), Financial Information Service Co., Ltd. (FISC), Card Acceptor, Credit Guarantee Fund, outsourcing institution for business of the bank, the recipients of personal information via international transmission unrestricted by the central competent authority, the entities partnered with the Bank for co-marketing or cooperative promotion efforts, other organizations having business relationship with the Bank, the authorities vested with powers of investigation by law of the Republic of China or foreign jurisdictions or financial supervisory authorities, the foreign governments or international organizations with which the government of the Republic of China has executed a treaty or agreement relating to tax information exchange and mutual provision of other taxation assistance, and any related borrower (main debtor), guarantor, mortgagor, chargor, pledgor or any other person who has undertaken liability or provided security related to your account (s) with the Bank.
- (4) Methods: Use in, with or through automatic machines or by non-automated methods.

**4. 依據個資法第三條規定，台端就本行保有台端之個人資料得行使下列權利：**

- (1) 得向本行查詢、請求閱覽或請求製給複製本，而本行依法得酌收必要成本費用。
- (2) 得向本行請求補充或更正，惟依法台端應為適當之釋明。
- (3) 得向本行請求停止蒐集、處理或利用及請求刪除，惟依法本行因執行業務所必須者，得不依台端請求為之。

**4. According to Article 3 of the Act, you may exercise the following rights on your personal information maintained by the Bank:**

- (1) to inquire about, request to review or request a copy of your information, for which the Bank may charge a necessary cost and fee;
- (2) to ask the Bank to make an addition or correction, in such case you are required to provide a proper explanation as required by law; and
- (3) To ask the Bank to stop collecting, processing or using your information and request a deletion of your information; provided that the Bank may not act according to your request if these activities are required for the Bank to conduct business.

5. **台端不提供個人資料所致權益之影響：**  
台端得自由選擇是否提供相關個人資料，惟台端若拒絕提供相關個人資料，本行將無法進行必要之審核及處理作業，致無法提供台端相關服務。
5. **Consequences of Failure to Provide Personal Information:**  
You have the option to decide whether to provide his/her personal information. Nevertheless, if you refuse to provide relevant personal information, the Bank will not be able to perform the necessary reviews and process your application and therefore will not be able to provide you with the relevant services.

**附錄四**  
**Appendix 4**  
**國際稅務特定條款**  
**Specific Terms of the International Taxation**

1. 客戶茲同意本行及其代理人得依相關法律及政府協議之要求，蒐集、保存及揭露任何機密資訊予本行及其代理人代表客戶向其收受款項或給付款項之人及國內外政府機關。機密資訊包含客戶之個人資料、帳戶詳細資料、交易資料及其他一般人合理認為具有機密性質之資訊。本行亦得申報客戶之直接或間接股東、其他持有人或具有利益之持有人之資料，受益人、委託人或受託人(若客戶為一信託)。不論是否有其他適用之保密合約，客戶茲此所為之同意均為有效。客戶並聲明其已取得任何第三人之必要同意及豁免以允許本行及其代理人得執行本條款所約定之行為，並且在未來提供相關資訊時，亦應取得該等同意及豁免。

The Customer consents to the collection, storage, and disclosure by the Bank and its agents of any Confidential Information to persons from who the Bank and its agents receive or make payments on the Customer's behalf and to governmental authorities, both domestic and foreign, as required by law or other agreement by or between governments. Confidential information includes the Customer's personal data, the Customer's bank account details, transactional information, and any other information that a reasonable person would consider being of a confidential or proprietary nature. The Bank may also have to report information about the Customer's direct and indirect shareholders or other owners or interest holders and, if the Customer is a trust, the Customer's beneficiaries, settlors or trustees. The Customer's consent shall be effective notwithstanding any applicable nondisclosure agreement. The Customer represents that the Customer has secured from any third party on whom the Customer has provided information to the Bank any consents and waivers necessary to permit the Bank and its agents to carry out the actions described in this agreement, and that the Customer will secure such and consents and waivers in advance of providing similar information to the Bank in the future.

2. 客戶同意提供本行及其代理人依隨時修訂之《1986年美國內地稅法典》第1471至1474條、該法典下之規則及其他指引(下稱「外國帳戶稅收遵從法」)或其他跨政府協議所要求應提供關於客戶之文件或資料，包括但不限於出生年月日、國籍、稅籍地及稅籍編號等。若該等資料有任何變更，且該變更依外國帳戶稅收遵從法、政府之其他法律規定或跨政府協議將影響客戶稅務狀態時，客戶應於該狀態發生後30日內以書面通知本行。客戶了解並同意提供一切必要之額外文件或資料以進行前述之變更。

The Customer consents to provide all required documentation or information, including but not limited to date of birth, countries of citizenship, countries of tax residency and associated taxpayer identification numbers, which may be required to enable the Bank and its agents to document the Customer in accordance with-sections 1471 through 1474 of the United States Internal Revenue Code and the regulations and other guidance thereunder, each as amended from time to time ("FATCA") or other agreement by or between governments. The Customer shall notify the Bank in writing within thirty (30) days of any change that affects the Customer's tax status pursuant to FATCA or any other legal requirement or agreement by or between governments. The Customer acknowledge that additional documentation or other information may be required in

order to process any such change and consent to provide all required documentation or other information.

3. 客戶同意提供予本行及其代理人，並應促使對客戶具控制權之人(如有)提供予本行及其代理人，本行依金融機構執行共同申報及盡職審查作業辦法及相關法令(下合稱「共同申報及盡職審查辦法」)應提供關於客戶及/或對客戶具控制權之人之文件或資料，包括但不限於自我證明文件、姓名或名稱、地址、居住國家或地區、稅籍編號、出生年月日及出生之國家或地區及城市(僅適用於客戶為自然人或對客戶具控制權之人)。若上開資料有任何變更致影響客戶及/或對客戶具控制權之人之稅務居住者身分、或使自我證明文件所載之資料不正確或不完整時，客戶及/或對客戶具控制權之人應於狀態發生後[30日]內提供本行經適當更新之自我證明表。客戶及/或對客戶具控制權之人了解並同意提供一切必要之額外文件或資料以進行前述之變更。「對客戶具控制權之人」，係指依共同申報及盡職審查辦法所定「具控制權之人」。

The Customer agrees to provide, and procure any Controlling Person(s) of the Customer to provide, the Bank and its agents with any such documents or information relating to the Customer and/or the Controlling Person(s) of the Customer as required by the Bank in accordance with the Regulations Governing the Implementation of the Common Standard on Reporting and Due Diligence for Financial Institutions ("Regulations"), including but not limited to self-certifications, name, address, country or jurisdiction of residence, tax identification number, date of birth and country/jurisdiction and city of birth (only applicable to the Customer or a Controlling Person of the Customer who is an individual). The Customer and/or the Controlling Person of the Customer shall offer the duly updated self-certification form to the Bank within [thirty (30)] days after the tax residency status of the Customer and/or the Controlling Person of the Customer or the information specified in the self-certification form becomes inaccurate or incomplete due to any change of any information as above-mentioned. The Customer and/or the Controlling Person(s) of the Customer acknowledge(s) and agree(s) that they should provide all necessary additional documents or information to the Bank in order to make such change. A "Controlling Person" of the Customer means a "Controlling Person" as defined under the Regulations.

4. 客戶聲明並保證其已依本行要求提供所有為遵循外國帳戶稅收遵從所需之資料，並且若經本行書面或其他方式要求，應於7日內提供一切所需之資料。

The Customer represents and warrants that it has provided to the Bank all documentation or other information as may be required by the Bank for compliance with FATCA and consents to provide all required documentation or other information within 7 days of a request from the Bank in writing or otherwise.

5. 若依外國帳戶稅收遵從法或其他跨政府協議之規定，客戶之收入僅有部分為應申報之所得，除本行得合理決定應申報之金額外，將就全部之所得進行申報。

If under FATCA or any other agreement by and between governments, some of the Customer's income is reportable and some is not, we will report all income unless we can reasonably determine the reportable amount.

6. 客戶茲此同意並授權本行及其代理人，(於適當時)得預扣或從任何款項中收取應繳之稅款或估定之稅額，包括但不限於任何依據外國帳戶稅收遵從法或其他跨政府協議所規定應預扣或扣減之數額。

The Customer hereby authorizes the Bank and any of its agents, where appropriate, to withhold or otherwise collect from any payment any required tax or other government

assessment, including but not limited to any requirement to withhold or deduct an amount under FATCA or any other agreement by or between governments.

7. 客戶並同意若其提供予本行之資料有不確實或遲延提供之情事，將導致本行須將客戶視為不合作及/或應申報帳戶，且應對於客戶採取一切必要之措施以符合共同申報及盡職審查辦法以及外國帳戶稅收遵從法、本地與外國帳戶稅收遵從法相關之法律或其他與外國稅收遵從法相關之跨政府協議規定之遵循義務。客戶並同意且承認本行有權採取一切必要之行為以遵循，並且將持續遵循共同申報及盡職審查辦法以及外國帳戶稅收遵從法、其他相關法令或相關跨政府協議之規定。

The Customer further acknowledges that any failure on the part of the Customer to provide accurate and timely information pursuant to requirements and requests by the Bank may result in the Bank having to deem the Customer recalcitrant and/or reportable and take all necessary action against the Customer in order for the Bank to be compliant with requirements under the Regulations and FATCA, local legislation in connection with FATCA and any other provision arising out of an agreement between governments pertaining to FATCA. The Customer further agrees and acknowledges that the Bank is entitled to take all necessary action to be and remain compliant with the Regulations and FATCA, other applicable laws and regulations or any provision in an agreement by and between governments.

8. 本行及任何新加坡大華銀行集團成員依據任何主管機關、法律或任何與立法者或主管機關之協議之要求，或為遵循內部規範、跨政府協議或主管機關之法律及命令，得隨時凍結(並事後終止該凍結)任何帳戶或從任何帳戶中預扣款項。

The Bank, or any affiliate of United Overseas Bank Limited, may block any account (and later remove the block) at any time or withhold any amounts in any account at any time, if an authority requires us to do so, or we are otherwise required by law or pursuant to agreements with any regulator or any authority to do so, or if we need to comply with internal policies, cross-governmental agreements, or with any applicable order or sanction of an authority.

9. 本行或及任何新加坡大華銀行集團成員得採取一切其認為適當之措施，以遵循中華民國或其他外國法律有關防止逃稅之義務。該等措施包括但不限於調查及扣留任何匯出或匯入客戶帳戶之款項(特別在國際匯款之情形)、調查款項之來源或收款人、提供資訊或文件予國內外稅務機關，及從客戶之帳戶預扣款項並轉交予該等稅務機關。若我們無法認定客戶帳戶所匯出匯入之款項為合法，得拒絕進行該交易。

The Bank, or any UOB Group Member, may take whatever action we consider appropriate to meet any obligations, either in R.O.C. or elsewhere in the world, relating to the prevention of tax evasion. This may include, but is not limited to, investigating and intercepting payments into and out of your account(s) (particularly in the case of international transfer of funds), investigating the source of or intended recipient of funds, sharing information and documents with domestic and international tax authorities and withholding income from your account and transferring it to such tax authorities. If we are not satisfied that a payment in or out of your account is lawful, we may refuse to deal with it.

10. 在法令最大許可之前提下，本行無須就本行基於本條款遵循相關法律、法規、命令及與稅務機關之協議，或本行因信賴客戶所提供之不正確或不完整之資料，而

對於客戶是否適用於稅務申報相關規定之所做出不正確之判斷，導致客戶之任何合理損失、支出、費用、損害及義務負責。

To the greatest extent permitted by applicable law, the Bank will not be liable to the Customer for any reasonable losses, costs, expenses, damages, liabilities the Customer may suffer as a result of our complying with legislation, regulations, orders or agreements with tax authorities or by and between tax authorities in accordance with this agreement, or if we make an incorrect determination as to whether or not the Customer should be treated as being subject to tax or tax reporting obligations where the incorrect determination results from our reliance on incorrect or incomplete information provided to us by the Customer or any third party, unless that loss is caused by our gross negligence, willful default of this clause or fraud.

11. 本條款若與客戶先前或日後與本行所簽訂之其他合約或提供之同意內容不一致，且前述合約或條款內容賦予本行較少之權利時，本條款應優先適用。

These provisions will override any inconsistent term or consent provided by the Customer under any agreement with us to the extent that such agreement provides fewer or lesser rights for us, whether before or after the date of these provisions.

**同意書 AGREEMENT:**

立同意書人接受並同意上述的條款，包括：

The Undersigned accepts and agrees to the foregoing terms and conditions, including:

帳戶及服務條款；

**Terms and Conditions Governing Accounts and Services;**

附錄一 支票存款帳戶特別條款；

**Appendix 1 Specific Terms Applicable to Checking Accounts;**

附錄二 委託擔當付款約定條款；

**Appendix 2 Terms of Agreement for Appointment of Paying Agent;**

附錄三個人資料保護告知書；及

**Appendix 3 Notification of Personal Information Protection; and**

附錄四 國際稅務特定條款。

**Appendix 4 Specific Terms of International Taxation.**

立同意書人確認已受 貴行告知  個人資料保護告知書  之內容，茲此同意 貴行得依前述告知內容蒐集、處理及利用立同意書人之資料，並向 貴行聲明及擔保，立同意書人已向提供個人資料之本人（包括但不限於董事、監察人、主要股東、實益擁有人、授權簽署人及業務聯絡人）告知前述告知內容並取得其同意，使 貴行得依個人資料保護法及相關法規之規定蒐集、處理、利用其個人資料。

The Undersigned confirms that the Undersigned has been advised by the Bank of the "Notification of Personal Information Protection" and agrees the Bank to collect, process and use the Undersigned's data, and the Undersigned represents and warrants to the Bank that the Undersigned has duly advised and obtained the consent of individuals providing personal data (including but not limited to its directors, supervisors, principal shareholders, beneficial owners, authorized signatories and contact persons) for the Bank to collect, process and use their personal data in accordance with Personal Data Protection Act and relevant regulations.

為向 貴行申請之服務(包括辦理開立存款帳戶/授信相關業務/外匯暨衍生性金融商品業務之需)，立同意書人及其負責人(如負責人亦為法人，則包含該法人之法定代理人)茲同意 貴行基於徵信、防制洗錢、辦理上述業務或遵循相關法令之目的，得經由財團法人金融聯合徵信中心查詢其立同意書人及其負責人之相關資料(包含但不限於各項信用資料，自然人或法人任職董監事、經理人、身分證領補換、通報案件資料，公司之登記、董監事、經理人、營業項目資料等)，並同意貴行、財團法人金融聯合徵信中心，得蒐集、處理(包括委託第三人處理)、利用立同意書人及其負責人之相關資料。

To apply to the Bank for the banking services, the Undersigned and its responsible persons (including the legal representative of the responsible person if the responsible person is also a

corporate) hereby agree that the Bank may inquire the Undersigned and its responsible person's related information (including but not limited to all credit information, information related to the individual or corporate serving as a director, supervisor or manager, ID card change or supplement, reported case, or information related to company's registration, directors, supervisors, managers, and business items) via Joint Credit Information Center ("JCIC") for the purpose of credit checking, anti-money laundering, processing of the above mentioned application(s) or regulation compliance, and further agrees that the Bank and JCIC may collect, process (including engaging a third party to process) and use the Undersigned and its responsible person's related information.

日期 Date: \_\_\_\_\_

客戶名稱 Customer Name : \_\_\_\_\_

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(客戶印鑑 Customer Specimen Chop)

職稱 (Position):

姓名 (Name):

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(簽章 Signature/Chop)

職稱 (Position):

姓名 (Name):

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(簽章 Signature/Chop)