



存款總約定書

GENERAL AGREEMENT FOR DEPOSITS

致：日商三井住友銀行股份有限公司台北分公司/國際金融業務分行（下稱「貴行」）
茲就本公司/行號（下稱「存款人」）與 貴行之各項存款帳戶往來（包括各種幣別、期限、種類之存款帳戶之開立及款項存提等事宜），謹同意於其適用範圍內，均遵守下列各項約定：

TO: Sumitomo Mitsui Banking Corporation, Taipei Branch/ Offshore Banking Branch (the "Bank")

With reference to the transactions in connection with our various account(s) with the Bank, including the opening of account(s) of any type, with any tenor, in any currency, and the deposit thereto and the withdrawal or transfer therefrom, we (the "Depositor") hereby agree to be bound by, to the fullest extent 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。
- (4) 存款人同意自完成開戶日起就 貴行提供之服務支付相關費用（詳如附表），貴行得依業務需要修正收費標準，並在 貴行營業大廳或網站上公告，以代通知；存款人同意適用修改後之收費標準，並受其約束。附表之收費標準有變更或調整費用時，貴行應至少於生效日60日前公告，但有利於存款人者不在此限。
 - (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.**
 - (4) **The Depositor hereby agrees to pay to the Bank relevant service fees (as the attached table) after the account is established, and agrees that the Bank may amend the table subject to business necessity. Instead of sending notification, such table will be announced in the Bank's main hall or website, Depositor agrees to be bound by the amended tariff. When amending or adjusting the tariff table, except that the amendment is in favour of the Depositor, the Bank shall make announcement in no less than 60 days before the effective date.**

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.

就各活期或支票存款帳戶，貴行將不另發給存摺。就定存款帳戶，貴行將不另發予定存單。除存款人另有指示外，貴行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，應於收到對帳單七日內通知 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。No passbook will be issued for demand deposit or current accounts. No certificate will be issued for fixed deposits. Unless otherwise instructed by the Depositor, an account statement will, periodically or from time to time, be sent by the Bank to the Depositor for verification. **In the event of any discrepancy between statement and the transactions thereof, the Depositor shall inform the Bank of such discrepancy within seven (7) 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，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 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 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. 支付順序

ORDER OF PAYMENT.

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。 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，否則帳戶內縱有足敷支付之金額， 貴行仍得就該等本票或匯票拒絕付款；倘帳戶內存款餘額不足時，則依存款不足之規定辦理。

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. 利息

INTEREST.

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（ 貴行得隨時調整該等利率而無須先通知存款人），於每年六月二十日及十二月二十日結算，並於次一營業日付息。
- (2) 定期存款：不可轉讓定期存款將依存款之天期按當時 貴行相關幣別之牌告利率計息（ 貴行得隨時調整該等利率而無須先通知存款人），利息到期一次存入存款人於 貴行之活期存款或支票存款帳戶，或於到期時由存款人一次領取之。可轉讓定期存款依存款人與 貴行另為約定之相關幣別存款及天期之當時市場利率計息，並於到期時一次領取利息。
- (3) 支票存款：任何支票存款帳戶皆不計息。

Interest 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 board rate for the relevant currency posted by the Bank from time to time (such rates may be adjusted by the Bank from time to time without prior notice to the Depositor). Interest shall be calculated semiannually in arrears as of June 20 and December 20 of each year and paid on the following business day.
- (2) Fixed Deposits. For non-negotiable fixed deposits, interest shall be calculated according to the then board rate for the relevant currency and tenor (such rates may be adjusted by the Bank from time to time without prior notice to the Depositor) and, be automatically deposited into the Depositor's demand deposit or current account with the Bank at the maturity thereof, or be paid to the Depositor upon maturity. For negotiable fixed deposits, interest shall be calculated at the then market interest rates for the relevant currency and tenor as separately negotiated between the Depositor and the Bank and be paid to the Depositor at the maturity thereof.
- (3) Current Account. No interest shall be payable on any current account.

11. 定存提前解約

EARLY TERMINATION OF THE FIXED DEPOSITS.

- (1) 新台幣定期存款：不可轉讓定期存款提前解約時，存款期間不足一個月者不予計息；存款期間滿一個月者，應採 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，且須遵守主管機關頒布之「定期存款質借及中途解約辦法」。可轉讓定期存款不得中途解約，逾期提取亦不另計息。
- (2) 外幣定期存款：就外幣定期存款而言， 貴行得依存款人之請求，同意將該外幣帳戶之存款在到期日前償付，利息部分則依實際存入天數，按存入時 貴行牌告利率(或議定利率)付息，但存款人應支付相關手續費用，以及因提前終止存款契約致生的利息成本。
- (1) New Taiwan Dollar Fixed Deposits. In case a non-negotiable fixed deposit is terminated prior to its scheduled maturity, there is no interest payable if such deposit exiting no longer than one month. However, if such deposit exits more than one month, the

interest payable on such deposit shall be calculated according to the then board rate for the actual tenor, at simple interest, at a discount of 20%, or as mutually agreed by the Bank and the Depositor based upon the principle of fairness, so long as such interest rate calculation complies with the "Rules Governing Pledge and Early Termination of Time Deposits" as promulgated by the authority. A negotiable fixed deposit may not be terminated prior to its scheduled maturity and no interest is payable after such maturity.

- (2) **Foreign Currency Fixed Deposits.** For foreign currency fixed deposit, the Bank may, upon the Depositor's request, agree to repay the deposit in a foreign currency account before the agreed maturity date. The interest payable shall be calculated according to the then board rate (or the mutual agreed interest rate) for the actual tenor. The Depositor shall, however, be responsible for the handling charges and interest costs involved in canceling the relevant deposit.

12. 定存續存

RENEWAL OF FIXED 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 fixed 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 board rate for similar deposits ("Fixed 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.**
- (i) **New Taiwan Dollar Fixed Deposits.** If no renewal arrangement is made prior to the maturity of a fixed 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 interest rate for demand deposits ("Post Maturity Interest Rate").**
- (ii) **Foreign Currency Fixed 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 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 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. 逾一年未動用帳戶管理

OVER-ONE-YEAR INACTIVE ACCOUNT.

- (1) 倘任一帳戶並無餘額且其最後交易日已逾一年；則 貴行得毋待通知存款人自行停止該帳戶之使用。
- (2) 倘任一帳戶其最後交易日已逾一年，如存款人擬辦理各項交易或申請作業，須待 貴行確認並完成貴行內部程序後，即可辦理。
- (3) 為本節之目的，最後交易日係指：
- a. 活期存款帳戶、支票存款帳戶：該存款人最後貸記或借記之日期，不包括利息給付之日期。
- b. 定期存款帳戶：到期日。
- (1) If there is no balance and the last transaction date relating to the account is more than one (1) year, the Bank may deny all transactions through the account without notice to the Depositor.
- (2) If the last transaction date relating to the Depositor's account is more than one (1) year, the Depositor shall not proceed to conduct its transactions or applications until the Bank further confirmed and completed the internal procedures of the Bank.
- (3) For the purposes of this section the last transaction date is defined as follows:
- (i) Demand deposits account and current account: last credit or debit date by the Depositor, excluding the interest payment date.
- (ii) Fixed deposit account: maturity.

15. 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 fixed 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

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.

17. 求償權之限制

LIMITATION ON RECOURSE.

貴行於本約定書內應負擔之義務限於 貴行在中華民國承辦相關存款業務之辦公處所履行，並適用中華民國各項法令（包括行政法規及命令等）之規定。貴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 貴行之事由致未能履約時，得予免責，且屆時 貴行之總行、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 the Bank, 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). The Bank 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 head office, other branches, subsidiary or affiliates of the Bank shall be responsible therefor.

18. 存款人資料之揭露及使用

DEPOSITOR'S INFORMATION.

貴行蒐集、處理、利用或國際傳輸存款人資料及/或其所有存款人之任何相關資料，應依相關法令規定（包括但不限於個人資料保護法及其施行細則）辦理，並依銀行法之規定負保密義務，非經存款人書面同意或依其他法令規定，不得將其資料提供予無關之第三人。而受 貴行委任處理事務之第三人為蒐集、處理、利用或國際傳輸存款人之個人/法人資料時，仍應依法令規定負保密義務。

存款人已詳閱前揭條款，茲此確認並同意及授權如下：

- (1) 同意 貴行依個人資料保護法及其相關規定及 貴行營業登記項目或章程所定業務需要等特定目的或在其他相關法令許可範圍內，得查詢、蒐集、利用、處理及國際傳輸「存款人之基本辨識資料、財團法人金融聯合徵信中心之信用相關資訊、徵信調查報告、授信資料（含逾期、催收及呆帳紀錄）、存款資料、財務資料及其他動產或不動產資料、票據信用資料暨其他有關詐騙通報授信信用交易之資料」（以下統稱「存款人資料」），並得將之提供予財團法人金融聯合徵信中心、財金資訊股份有限公司、票據交換所及其他財政部或金融監督管理委員會指定之相關機構以查詢、蒐集、處理、利用及國際傳輸。
- (2) 同意 貴行基於金融集團風險控管、執行洗錢防制及打擊資助恐怖主義作業、遵守國際經濟制裁與稅務控管、並配合全球打擊犯罪之目的，或 貴行營業登記項目或章程所定業務需要等特定目的，或在其他相關法令許可範圍內，得提供上述存款人資料予 貴行之總行或日商三井住友銀行股份有限公司（下稱「三井住友銀行」）之其他分行或關係事業，以供其查詢、蒐集、處理、利用及國際傳輸，並同意配合 貴行定期為洗錢防制等相關審視、對交易之性質與目的或資金來源配合說明。
- (3) 同意在 貴行核准存款人申請開立帳戶前或逾一年未動用帳戶恢復往來時，由 貴行向財團法人金融聯合徵信中心查詢存款人資料；存款人之負責人亦同意由 貴行向財團法人金融聯合徵信中心查詢其個人資訊。
- (4) 同意於「金融機構作業委託他人處理內部作業制度及程序辦法」及其他相關規範之範圍內， 貴行得隨時將本合約下之交易及服務之處理委託 貴行之總行、三井住友銀行之其他分行或第三人處理。
- (5) 同意 貴行得於其業務相關之特定目的範圍內蒐集、處理、利用及國際傳輸存款人、存款人之代表人(包括但不限於其董事、監察人、主管、職員)之個人資料。
- (6) 同意並授權 貴行得基於銀行業務推展之目的，將 貴行未來自存款人蒐集或業已自存款人蒐集之存款人任何及所有資訊(包括但不限於存款人與 貴行往來融資、存款、匯款或進行任何交易之資料，以及存款人之相關市場研究與產品分析)，提供予 貴行總行及其所有分行，以及三井住友銀行旗下執行銀行業務之子公司。

The Bank shall collect, process, use or internationally transmit the Depositor's data and/or any information in the Bank's possession regarding the Depositor, in compliance with applicable laws and regulations (including but not limited to the "Personal Information Protection Act" and its enforcement rules) and the confidential provision of Banking Law, and not furnish the aforementioned Depositor's data and/or any information to the non-relevant third party without the consent of the Depositor or other applicable laws and regulations. Any third party who is designated by the Bank to collect, process, use or internationally transmit the Depositor's data and/or any information shall also have the confidential obligation in accordance with the laws and regulations.

The Depositor understands and agrees the preceding paragraphs of this article, and hereby consents and authorizes the followings:

- (1) (1) the Bank, in accordance with "Personal Information Protection Act" and relevant laws and regulations, to inquire, collect, use, process and internationally transmit "the Depositor's personal basic recognition information, relevant credit information served by Joint Credit Information Center ("JCIC"), credit survey report, crediting information (including non-performing/past-due loan records), deposit and financial information, moveable premise or real estate, negotiable instrument crediting information, and related crediting information of fraud report" (collectively named the "Depositor's data and/or any information") and furnish the Depositor's data and/or any information to JCIC, Financial Information Service Co., Ltd., Bills Clearing House, other institutions or agencies appointed by Ministry of Finance (MOF) and Financial Supervisory Commission (FSC) to inquire, collect, process, use and internationally transmit under the scope of specific purpose of the Bank's business registration or business requirement placed in its article of incorporation or other related scope complying with related laws and regulations.
- (2) the Bank may provide the aforementioned Depositor's data and/or any information to the Bank's head office, or other branches or affiliates of Sumitomo Mitsui Banking Corporation ("SMBC") to inquire, collect, use, process and internationally transmit for the purpose of financial group risk control, implementation of anti-money laundering and countering financing of terrorism work, international economic sanction, tax control and management, and cooperation for eradicating crimes globally, or the Bank's business registration or business requirement placed in its article of incorporation, or other related scope complying with related laws and regulations, and the Depositor further agrees to cooperate with the Bank to conduct periodical review or to provide any information related to the nature, purpose, fund source of the transaction.
- (3) the Bank to inquire the Depositor's data and/or any information from JCIC before or when the Bank approves the application of account opening or reactivating the over-one-year inactive account; the legal representative of the Depositor also agrees the Bank to inquire the personal data from JCIC for the said purpose hereof.
- (4) the Bank may from time to time outsource the handling of certain transactions and services hereunder to the Bank's head office, other branches of SMBC or third parties to the extent of "Regulations Governing Internal Operating Systems And Procedures For The Outsourcing Of Financial Institution Operation" and other applicable laws.
- (5) the Bank may collect, process, use and internationally transmit the personal information of Depositor and its representative (including but not limited to its directors, supervisors, managers, staffs) within the scope of the specific purpose which related to the Bank's business.
- (6) the Bank may share any and all information (including but not limited to the facilities, deposits, remittances or other transactions by the Depositor with the Bank and relevant market research and product analysis of the Depositor) the Bank will collect or had collected from the Depositor among the Bank's head office and all branches of SMBC, and SMBC's subsidiaries which conduct banking business for the purpose of banking business development.

19. 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（包括定存、活存及支存）。屆時， 貴行有權依法選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.**

20. 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.

21. 終止

TERMINATION.

除定期存款外， 貴行與存款人均得隨時依 貴行要求之程序終止本約定書下之各項存款帳戶，屆時， 貴行應按規定將存款餘額返還存款人。如終止支票存款帳戶時，存款人並應將其未用空白支票退還 貴行。

依據防制洗錢及打擊資助恐怖主義等相關規定，若存款人為受經濟制裁、國內外政府或國際組織認定或追查之恐怖分子或團體，或若存款人不配合 貴行定期審視、對交易之性質與目的或資金來源不願配合說明， 貴行亦得依前項規定終止本約定書下之各項存款帳戶。

為遵循美國政府外國帳戶稅收遵循法案及金融機構執行共同申報及盡職審查作業辦法，若存款人未簽署提供W-8系列表單(或存款人開戶身分辨識補充文件 -- FATCA狀態聲明)、W-9表單、CRS自我證明表(視情況而定)或未據實告知並提供相關資訊及佐證文件， 貴行亦得終止本約定書下之各項存款帳戶。 Except for fixed deposit accounts, either the Depositor or the Bank may, at any time and from time to time, in accordance with the process requested by the Bank, terminate and close any account under this agreement, whereupon the Bank shall return all balance in such deposit accounts to the Depositor. Upon a closure of a checking account, the Depositor shall return all unused blank checks to the Bank.

If the Depositor is the terrorist or related organization which is under sanction list or believed or investigated by any governments or international groups / organizations, or the Depositor is unwilling to cooperate with the Bank to conduct periodical review or provide any information related to the nature, purpose, fund source of the transaction, the Bank could comply with the preceding paragraph and terminate and close any account under this Agreement.

In order to complying with the US Foreign Account Tax Compliance Act (FATCA) and Regulations Governing the Implementation of the Common Standard on Reporting and Due Diligence for Financial Institutions, the Bank could terminate and close any account under this Agreement if the Depositor is not willing to sign the Form W-8 and its related forms (or the FATCA Certification Form), the Form W-9, CRS Self Certification (as the case may be) or does not provide accurate relevant information and supporting documents.

22. 修改

AMENDMENT.

貴行得隨時以至少十四日前之書面通知修改有關本約定書之相關規定，倘存款人不同意 貴行之修改，得隨時終止與 貴行之存款關係及本約定書。

The Bank may, from time to time, amend the terms and conditions of the Agreement upon 14 days prior written notice to the Depositor. If the Depositor disagrees with such amendments, the Depositor may at any time terminate the deposit relationship with the Bank and this Agreement.

23. 通知

NOTICES.

存款人資訊(包括但不限於地址、代表人等)變更時，應立即以書面或 貴行同意之方式通知 貴行，如未立即依約通知， 貴行得依其所知存款人之最後資訊寄送對帳單及各項通知，且 貴行所發送之該通知，應於經過通常郵遞期間後，視已依約對存款人有效送達。

The Depositor shall immediately notify the Bank of any changes of its information (including but not limited to its address, representative, e.g.) in writing or in such manners as agreed by the Bank. In the event that the Depositor fails to so notify the Bank, the Bank may mail all statements and other notices to the Depositor based on the information of the Depositor last known to the Bank. After the ordinary mailing time, such dispatch shall be deemed effectively served on the Depositor in accordance with this Agreement.

24. 適用法律與管轄法院

GOVERNING LAW AND JURISDICTION.

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任何爭端，除法律另有專屬管轄規定者外，存款人與 貴行同意以臺灣臺北地方法院為第一審管轄法院，但不得排除消費者保護法第四十七條或民事訴訟法第四百三十六條之九小額訴訟管轄法院之適用。

This Agreement and all transactions contemplated herein shall be governed by the laws of the R.O.C. and applicable laws and regulations. Subject to the Article 47 of the Consumers Protection Law or the small claims jurisdiction under the Article 436-9 of the Civil Procedure Code, the Depositor and the Bank agree to submit any dispute arising out of or in connection with this Agreement and such transactions to the Taiwan Taipei District Court as the court of first instance except the exclusive jurisdiction in accordance with other applicable laws.

25. 語文

GOVERNING LANGUAGE.

本約定書以中、英文作成，倘中、英文內容有不一致時，應以中文本之內容為準。

This Agreement may be executed in both Chinese and English. In the event of any discrepancy between the Chinese and English versions, the Chinese version shall prevail.

26. 文件保存

DOCUMENT PRESERVATION

存款人同意於本合約項下之所有相關文件，包括但不限於開戶文件、交易文件、各式申請書、同意書等，將依 貴行內部規定保存期限留存。

The Depositor consents that the documents related to this Agreement, includes but not limited to account opening documents, transaction documents, applications, and consent letters etc., shall be kept in accordance with the Bank's internal policy and procedures.

II. 有關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：As used in this Section II:

- (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。
- (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 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。

存款人如為法人戶，其名稱或負責人變更，而未依前項約定辦理時，於 貴行發現該項情事並通知存款人辦理變更手續，逾一個月未辦理者， 貴行得終止支票存款往來契約，並通知存款人結清帳戶。

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 which is a legal entity 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：

- (一) 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。
- (二) 貴行依其內部控管機制合理認定使用票據有其他不正常之情事者。

貴行為前項限制時，應告知限制之理由；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 may occur related to negotiable instruments under the Bank's reasonable judgment in accordance with its internal control mechanism.

The Bank shall state the reason for such withholding; 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：

- (一) 存款不足。
- (二) 發票人簽章不符。
- (三) 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：

(一) 拒絕往來期間屆滿。

(二) 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.

依「票據交換及銀行間劃撥結算業務管理辦法」，貴行應蒐集存款人之票據信用資訊，並將其保有之該資訊提供票據交換所。

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 貴行及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，向票據交換所進行查詢或提供予他人查詢。

According to "Regulations Governing the Business of Negotiable Instruments Exchange and Clearance of Accounts among Banks", the Bank shall collect the credit information of the Depositor and provide the Bills Clearing House with credit information in its possession.

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 the Bank and 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 the Bank's inquiries to the Bills Clearing House or third party's inquiries.

存款人茲此確認 貴行確依消費者保護法之規定給予存款人五日以上之合理期間審閱本約定書（存款人於 年 月 日攜回審閱），且充分瞭解本約定書之內容並願意確實遵守。 The Depositor hereby confirms that the Bank has provided the Depositor with a reasonable time of more than five (5) days for review of this Agreement (the Depositor has brought back this Agreement for review as of _____(YY)_____(MM)_____(DD)) in accordance with the "Consumers Protection Law" and the Depositor fully understands all terms and conditions prescribed in this Agreement and agrees to comply with them.

日期

Date: _____

存款人

The Depositor: _____

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簽章（經濟部大小章）

Signature and/or Seal:

負責人姓名

Representative: _____

通知地址

Mailing

Address: _____

登記地址

Registered

Address: _____

For Bank Use Only

Consent Management	Verified	Marketing (Witness)