

開戶申請暨約定書

ACCOUNT OPENING APPLICATION AND AGREEMENT

法商法國興業銀行台北分行

法商法國興業銀行國際金融業務分行

SOCIETE GENERALE, TAIPEI BRANCH

SOCIETE GENERALE, OFFSHORE BANKING BRANCH

開戶申請書
ACCOUNT OPENING APPLICATION

致：法商法國興業銀行 台北分行 國際金融業務分行
(以下簡稱「貴行」)

To: Societe Generale Taipei Branch Offshore Banking Branch
(the "Bank")

日期：
Date: _____

I. 申請人資料 APPLICANT'S INFORMATION

申請人 Name of Applicant		
中文 (Chinese):		
英文 (English):		
性別 Sex	國籍 Nationality	出生年月日 Date of Birth
職業 Occupation	身分證字號／統一編號 I.D. No.	
營業執照或登記證號碼 Business License or Registered Certificate No.	營業種類 Nature of Business	
組織種類 Nature of Organization	創立日期 Date Established	
登記資本 Registered Capital	電話 Telephone No.	
往來銀行資料 Bank References		簽章 Signature
介紹人 Introduced by		
公司負責人資料 Responsible Person's Information		
姓名 Name:	身分證字號 I.D. No.:	國籍 Nationality:

請用正楷填寫 Please complete in BLOCK LETTERS

II. 所需文件 REQUIRED DOCUMENTS

A. 公司帳戶 CORPORATE ACCOUNT

1. () 最近經濟部公司設立登記表或變更登記表影本或 OBU 客戶之公司設立證明文件影本
Duly certified copy of the updated Company Establishment Registration Card or Amended Company Registration Card issued by the Ministry of Economic Affairs or the photocopy of the Certificate of Incorporation of OBU corporate applicant
2. () 簽署完成之印鑑卡
Completed Signature Card(s) (Form Provided)
3. () 公司章程
Duly certified copy of the Articles of Incorporation
4. () 負責人身分證/護照影本
Duly certified copy of I.D. Card/Passport of Responsible Person
5. () 最近六個月資產負債表及損益表或繳稅證明或 OBU 客戶之最近年度政府規費繳訖證明單據影本
Balance Sheet and Income Statement or Tax Clearance Certificate for the last six months or duly certified copy of the receipt for payment of the most recent annual government registration fees of OBU corporate applicant
6. () 票據交換所查詢書
Inquiry to Bills Clearing House (Form Provided)
7. () 董事會議事錄
Duly certified copy of Minutes of Board of Directors Meeting (Form Provided)
8. () 公司主要股東名單;如股東為法人且持股比率超過 20%者, 該法人股東之主要股東
List of shareholders and ultimate beneficiary shareholder

以上影本請註明「與正本相符」並加蓋公司大小章

B. 個人帳戶 PERSONAL ACCOUNT

1. () 身分證或外國人之護照及/或外僑居留證影本
Duly certified copy of I.D. Card or foreigner's Passport and/or Alien Resident Certificate
2. () 其他可資證明身分之文件(如健保卡、護照或駕照等)影本
Duly certified copy of other qualified identification documents (e.g. National Health Insurance Card, Passport, or Driving License)
3. () 票據交換所查詢書
Inquiry to Bills Clearing House (Form Provided)
4. () 簽署完成之印鑑卡
Completed Signature Card(s) (Form Provided)

以上影本請申請人註明「與正本相符」並簽字

III. 帳戶 ACCOUNT(S)

申請人茲申請於 貴行開立下列勾選之帳戶：

The applicant hereby requests the Bank to open the following account(s):

1. () 新台幣活期存款帳戶 (國際金融業務分行不適用)
NT Dollar Demand Deposit Account (for DBU Only)
2. () 新台幣定期存款帳戶 (國際金融業務分行不適用)
NT Dollar Time Deposit Account (for DBU Only)
3. () 外匯活期存款帳戶
Foreign Currency Demand Deposit Account
4. () 外匯定期存款帳戶
Foreign Currency Time Deposit Account

如申請開立上述第 2.及/或 4.之帳戶，申請人除於『定期存款交易申請書』另有約定外，應依本約定書之規定辦理。

申請人簽章 Signature

銀行專用 (Bank Use Only)

Account No. Attributed	Initial of Staff Opening the Account
Date of Opening	Approved of Management

開戶約定書

ACCOUNT OPENING AGREEMENT

致：法商法國興業銀行 台北分行 國際金融業務分行
(以下簡稱「貴行」)

To: Societe Generale Taipei Branch Offshore Banking Branch
(the "Bank")

日期：

Date: _____

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

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/I (the "Depositor") hereby agree that, to the extent applicable, the following terms and conditions of this Account Opening Agreement (this "Agreement") shall apply:

I. 一般約定事項 GENERAL TERMS AND CONDITIONS

1. 開戶條件及方式 CONDITIONS AND PROCEDURES FOR ACCOUNT OPENING

存款人開戶時如係自然人，須依照姓名條例使用本名，如係商號、公司等法人，應填明法人全名及代表人姓名，嗣後存款人留存於 貴行之資料遇有更動時，應以書面蓋原留印鑑通知 貴行。未成年人申請開立支票存款以外之其他存款帳戶，應經其法定代理人以書面同意。

If the Depositor is an individual, the Depositor shall use his/her real name for purposes of opening the account in accordance with the Statute for Naming and if the Depositor is a legal entity, the Depositor shall use the full name of the legal entity and the name of the representative of the legal entity shall be expressly specified. The Depositor shall inform the Bank in a writing affixed with the authorized chop/signature thereof as recorded with the Bank of any subsequent change of the Depositor's information as recorded with the Bank. Minors are permitted to open non-checking accounts with the consent of his/her statutory agent in writing.

2. 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所致之損失或於交付過程中所生之票據之遺失或滅失，無需負任何責任。
- (4) 存款人茲同意，對在 貴行設立之支票存款/活期存款帳戶，每一帳戶每月平均

餘額不得低於新台幣伍拾萬元整或等值外幣。倘存款人存款帳戶中之每月平均餘額低於此一標準時，貴行得自存款人之帳戶中扣除新台幣壹仟元整或其等值之外幣金額，以為帳戶管理費用。

- (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 kind and form 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 loss caused by misconduct or negligence of a correspondent bank or its agent or losses or destruction of the negotiable instruments occurring in the course of delivery.**
- (4) **The Depositor agrees that the checking/demand deposit account the Depositor maintains with the Bank is subject to the minimum monthly average balance of NTD\$500,000 or equivalent for each individual account. If the Depositor fails to do so, the Bank is eligible to charge the monthly account maintain fee of NTD\$1,000 or equivalent by deducting such amount from the Depositor 's account.**

3. 提 款 WITHDRAWALS

除與 貴行另有約定外，存款人取款須以支票（如為支票存款帳戶）或取款憑條（如為活期存款帳戶）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 checking accounts) or withdrawal slips (for demand deposits accounts) affixed with the 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.**

4. 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。就定存存款帳戶，除存款人在『定期存款交易申請書』中另有指示外， 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 deposits or checking accounts. Unless otherwise instructed by the Depositor in the Application for Time Deposit Account, no certificate will be issued for time 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 the statement and the transactions listed therein, the Depositor shall inform the Bank of such discrepancy within seven (7) days 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 transaction 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.

5. 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 miswrites 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.

6. 遺失、被竊 LOSS OR THEFT

存款人支票、存單及／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, certificate of deposit and/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.

7. 利 息 INTEREST

存款之利息，如為新臺幣存款，依一年 365 天計算，如為外幣存款，依一年 360 天或 365 天（視外幣幣別之市場慣例而定）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）， 貴行將就每日餘額之實際天數計息於每年六月十五日及十二月十五日結算。
- (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。
外幣定期存款之利率得由 貴行與存款人另行議定。

Interest shall be calculated on the basis of a year of 365 days for New Taiwan Dollar deposits and interest on foreign deposits shall be calculated on the basis of a year of 360 or 365 days (depending on the market practice of the relevant foreign currency) and, unless otherwise required by applicable laws and regulations or specified in this Agreement, shall be calculated on the basis of actual number of days elapsed and be paid as follows:

- (1) Demand Deposits. Interest shall be calculated at the then prevailing rate for the relevant currency posted by the Bank from time to time (such rates may be adjusted by the Bank from time to time without prior notice to the Depositor). Interest shall be calculated on a daily basis, on the daily closing balance in the

account. Interest shall be calculated semiannually in arrears as of June 15 and December 15 of each year.

- (2) Time Deposits. For non-negotiable time deposits, interest shall be calculated according to the then prevailing interest rate for the relevant currency and tenor (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 checking account with the Bank at the maturity thereof, or be paid to the Depositor upon maturity. For negotiable time deposits, interest shall be calculated at the then market interest rates for the relevant currency and tenor as separately negotiated between the Depositor and the Bank and be paid to the Depositor at the maturity thereof. The interest rates for foreign currency time deposits may be negotiated between the Bank and the Depositor.

8. 定存提前解約 EARLY TERMINATION OF THE TIME DEPOSITS

- (1) 新台幣定期存款：不可轉讓定期存款提前解約時，應按『定期存款交易申請書』上之利率以八折計息，但須遵守中華民國銀行主管機關所頒布並於其後不時修訂之「定期存款質借及中途解約辦法」或適當之新法規辦理。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，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 Time Deposits. If a non-negotiable time deposit is terminated prior to its scheduled maturity, the interest payable on such deposit shall be calculated at a rate of 80% of the rate specified on the time deposit confirmation, so long as such interest rate calculation complies with the Rules Governing Pledge and Early Termination of Time Deposits as promulgated by the Republic of China (the "R.O.C.") banking authorities, as amended from time to time or appropriate successor regulations. A negotiable time deposit may not be terminated prior to its scheduled maturity and no interest is payable after the maturity.
- (2) Foreign Currency Time Deposits. For foreign currency time deposits, the Bank may, upon the Depositor's request, agree to repay the deposit in a foreign currency account before the agreed maturity date. The Depositor shall, however, be responsible for the handling charges and interest costs involved in canceling the relevant deposit.

9. 定存續存 RENEWAL OF TIME DEPOSITS

- (1) 約定續存：存款人與貴行已同意定存到期自動轉期續存者之天期應與原存款天期相同，其續存之利率依續存當日貴行同一幣別及天期之牌告利率訂定（下稱「定存利率」）。自動續存不以一次為限。存款人如擬終止自動續存之約定，應於存款到期至少二個銀行營業日前通知貴行。
- (2) 未約定續存：
- a. 新台幣定期存款：倘未於事前為續存之約定，自定存到期後至存款人實際提款之期間，應按貴行當時活期存款之牌告利率（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牌告利率計息。
- (1) Renewal Based on Prior Arrangement. For a time deposit which the Depositor and the

Bank have agreed to automatically renew, the tenor of deposit for the renewal period shall be the same as that for the original deposit, and the interest rate applicable to the deposit during the renewal period shall be the Bank's then board rate for similar deposits ("Time Deposit Rate") as of the date of renewal. The automatic renewal thereof may be made more than once. Should the Depositor wish to terminate the automatic renewal arrangement with respect to a deposit, the Depositor shall serve notice on the Bank at least two (2) banking business days prior to the maturity of such deposit.

(2) Renewal without Prior Arrangement.

- a. New Taiwan Dollar Time Deposits. If no renewal arrangement is made prior to the maturity of a time deposit, **the interest payable from the maturity date to the date the Depositor withdraws such deposit shall be calculated on the basis of the then board interest rate for demand deposits ("Post Maturity Interest Rate").**
- b. Foreign Currency Time Deposits. If no renewal arrangement is made prior to the maturity thereof or if the Depositor fails to renew said deposit after the maturity thereof, the interest thereon for the after-maturity period shall be calculated in such manner as may be agreed upon by the Depositor and the Bank on a case by case basis, and if no agreement can be reached in this respect, shall be calculated in accordance with the then board rate applicable to demand deposits.

10. 幣別轉換 CURRENCY CONVERSION

為執行各存款帳戶之交易，如需將款項自一種幣別兌換成另一種幣別時，應依交易當時 貴行即期買入或賣出該外幣之匯率計算。就本約定書下各項帳戶之存款、兌換及交易，存款人應自行負責幣別兌換之申報、核准，並自行承擔各有關外匯匯率變動、兌換限制及兌換損失之風險。

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

11. 聯名帳戶 JOINT ACCOUNT

- (1) 如以二人或二人以上名義開立之存款帳戶，其存款由各存款人共同持有，且各存款人應就該存款帳戶及與該帳戶有關事項負連帶責任；但各存款人茲明示同意並確認任一存款人均得以留存於 貴行並經確認無誤之印鑑及／或簽名式樣單獨使用存款人、提取存款人之款項及就其款項為各項處分行為。
- (2) 就本約定書下各帳戶應寄交存款人之對帳單，無論存款人之人數多寡，對帳單均應送交存款人於 貴行登記之唯一地址，且一旦 貴行依此規定寄送，即應視為業經送交全體存款人。
- (3) 本約定書下各聯名帳戶之應扣繳稅款應自聯名帳戶申請書中所選定之存款人之帳戶中扣除之。
- (4) 貴行就本約定書下各帳戶對任一存款人所為之付款，其效力應及於全體存款人，對全體存款人均有效力。
- (5) 貴行得依本約定書第 19 條之規定，對聯名帳戶之任一存款人在 貴行開立之任何存款帳戶行使其抵銷權。

- (1) A deposit account opened in the name of two or more Depositors shall be owned and held jointly by the Depositors and the Depositors shall assume all obligations and liabilities with respect to the account jointly and severally; provided, that the Depositors hereby expressly agree and confirm that the account may be operated, and the deposits therein may be withdrawn or otherwise disposed of, by any one or more of the Depositors with the chop(s) and/or signatures(s) specimens of which are registered with the Bank from time to time, subject to verification thereof to the Bank's satisfaction.
- (2) With respect to the account statements to be sent to the Depositors, regardless of the number of Depositors, the statements shall be sent to only one address registered with the Bank and shall be deemed received by all of the Depositors once so sent.
- (3) The withholding tax payable for each joint account hereunder shall be deducted from the account of the Depositor selected in the joint account opening application.
- (4) With respect to the account hereunder, the Bank's payment to any one joint Depositor thereof shall constitute payment to all of the Depositors.
- (5) The Bank may exercise its right of set-off against any deposit accounts opened by any Depositor of the joint account with the Bank in accordance with Article 19 hereof.

12. 轉讓設質限制 TRANSFER OR PLEDGE

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

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

13. 費用及支出 FEES AND CHARGES

存款人應隨時支付任何帳戶開立及維護或與存款或交易相關之 貴行所收取之手續費、服務費用、利息及罰緩。貴行目前所收之費用如附表所載，並得依本約定書第 22 條之規定修改之。

The Depositor shall pay to the Bank such fees, service charges, interest and penalties as the Bank may from time to time charge with respect to the opening and maintenance of any accounts or deposits and transactions through or with respect thereto. The fees currently charged by the Bank are listed in the attached schedule and are subject to amendment as provided in Article 22, below.

14. 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（各項服務收費詳附表）。

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 cancelling dishonored checks and other sums payable to the Bank (please refer to the attached for pricing schedule).

15. 傳真交易 FAX TRANSACTIONS

- (1) 貴行得隨時自行決定准許存款人或已獲授權之人代表存款人依 貴行之相關規定及安全措施（下稱「安全措施」），使用傳真方式進行交易。
 - (2) 若存款人決定使用傳真方式，則其所有相關風險（包括但不限於電訊中斷及未經授權交易之風險）應由存款人自行承擔，而 貴行毋需負任何責任。存款人同意(1) 貴行得接受並信賴符合安全措施之一切通訊，視之為真實並已經合法授權者，而無另確認該等通訊之真實性之義務，(2)存款人應受該等通訊內容之拘束。 貴行有權（但無義務）要求存款人於向 貴行為指示、申請或通知之日起七日內，提供相關指示、申請或其他通知之正本予 貴行。
 - (3) 逾營業日受理交易截止時間之傳真指示、申請或通知，將視為次一營業日提出之指示、申請或通知。
 - (4) 存款人如將指示、申請或通知以傳真方式提供予 貴行者，則該傳真應蓋有存款人就相關事項留存於 貴行的登記印鑑。書面指示、申請或通知之正本應交付予 貴行，該正本應蓋有存款人就相關事項留存於 貴行的登記印鑑。
 - (5) 存款人於收到相關帳戶之月對帳單七日內未就 貴行於該月依存款人以傳真方式所為款項之轉帳或匯出匯款指示所作之處理，通知 貴行有任何錯誤者，視為 貴行已正確依存款人之相關指示處理。
 - (6) 存款人茲承諾 貴行本於誠信，依據存款人以傳真方式之指示、通知或申請行事時，存款人同意除 貴行因其故意或重大過失之行為而引起之損失外，不使 貴行遭受任何法律追訴、請求、損失、損害或須負擔任何義務、責任及費用。
 - (7) 貴行對於因任何在 貴行控制外之原因，包括（但不限於）傳送或通訊之中斷、失敗，或因傳送、通訊過程中斷所導致之錯誤或遲延，致 貴行無法或遲延依存款人之指示或通訊行事而產生之損害無須負責。
- (1) Subject to such requirements and security measures as the Bank may implement in connection therewith ("Security Measures"), the Bank may from time to time, at the Bank's sole discretion, permit the Depositor, or an authorized person on behalf of the Depositor to avail itself to effecting transactions via fax.
 - (2) If the Depositor avails itself to effecting transactions via fax, the Depositor accepts all risks associated therewith, including without limitation, risks of telecommunication breakdowns and unauthorized transactions and the Bank shall have no liability therefor. The Depositor agrees that (1) the Bank may accept, and rely on, same as being authentic and authorized, all communication complies with the Security Measures and the Bank shall not otherwise be obligated to verify the authenticity thereof to inquire the identity or authority of the person who gives such instructions, and (2) that the Depositor shall be bound thereby. The Bank is authorized (but not required), to require the Depositor to provide the Bank with the originals of the relevant instructions, application or other notice within seven days from the date when such instruction, application or notice is given to the Bank by fax.
 - (3) Any instruction, application or notice by fax received by the Bank after the cut off time for taking orders on the business day will be deemed to be received on the following business day.
 - (4) If the Depositor gives its instructions, application or other notice to the Bank by fax, the fax shall be affixed with the seal(s) of the Depositor which is/are registered with the Bank for the relevant matter. The original written instructions, application or notice shall be delivered to the Bank and the originals to be delivered to the Bank shall be affixed with the seal(s) of the Depositor which is/are registered with the Bank for the relevant matter.
 - (5) If the Depositor does not advise the Bank of any errors within seven days upon receipt

of the monthly statements of account(s) in respect of its instructions for fund transfers or outward remittances given to the Bank by facsimile in that particular month, it shall be deemed that the Bank has handled the relevant matters correctly in accordance with the Depositor's relevant instructions.

- (6) The Depositor hereby undertakes to indemnify and hold the Bank harmless against all losses, claims, actions, proceedings, demands, damages, costs and expenses of whatever nature and howsoever arising from or in connection with such instructions, application or notice given by facsimile, provided that the Bank has acted in good faith and there is no willful or gross negligence on the part of the Bank.
- (7) The Bank will not be liable for any failure or delay in acting on any of the above instructions or communication by reason of any cause beyond the Bank's control, including (without limitation) any breakdown or failure of transmission or communication facilities for whatsoever reason, or any breakdown of or delay or error in transmission or communication for any reason.

16. 求償權之限制 LIMITATION ON RECOURSE

本項存款限由 貴行在中華民國承辦相關存款之分行償付並適用中華民國各項法令（包括行政法規及命令等）之規定。 貴行之該等分行因匯兌或資金移轉之限制、徵收、非自願性之移轉、戰爭、內亂或其他不可歸責於 貴行之事由致未能履約時，得予免責，且屆時 貴行之其他分行、子公司或關係事業亦無須負擔任何責任。

The obligations of the Bank hereunder are payable solely at the office of the Bank 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 and in such circumstances no other branch, subsidiary or affiliate of the Bank shall be responsible therefor.

17. 遵守洗錢防制法律與政策 COMPLIANCE WITH AML LAWS AND POLICIES

- (1) 本約定書所稱之「洗錢防制法律和政策」，乃指與洗錢防制、反恐怖主義活動、反腐敗、反賄賂、反欺詐、逃漏稅、制裁（如后定義）、禁運或就金融交易進行報告有關之任何法令（包括美國愛國者法案以及任何相等或相似的法令）以及任何主管機關或 貴行為執行或遵守該等法令所訂之任何相關政策。
- (2) 存款人應(i)負責控制並核實存款人直接或間接透過存款帳戶所締結之交易，特別是關於洗錢防制和遵守洗錢防制法律和政策方面；(ii)確保存款人不會為洗錢之目的或違反任何洗錢防制法律和政策而使用或允許使用存款帳戶，且依存款人要求所簽發之任何指令，非為或擬為洗錢目的而使用；(iii)確保存款人、存款人之任何子公司、存款人或存款人之子公司之董事或職員、或於存款人所能知悉之最大範圍內，任何存款人之關係企業或職員並非(x)受制裁（如后定義）之主體或標的（下稱「受制裁者」），或為受制裁者所擁有或控制者，或可能成為受制裁者；或(y)位於、設立於或居住於任何國家或領土其本身或其政府廣泛地為制裁禁止與其交易（下稱「受制裁國家」）；及(iv)確保存款人、存款人之任何子公司、存款人或存款人之子公司之董事或職員、或於存款人所能知悉之最大範圍內，任何存款人之關係企業或職員，並未從事任何可能違反相關管轄權所應適用之反賄賂、反腐敗或洗錢防制法之活動或行為，且存款人已制定並且保持旨在確保不違反前述法律的政策和程序。
- (3) 存款人將不直接或間接利用存款帳戶或其收益，或借貸、資助或以其他方式將該收益提供與任何子公司、合資合夥人或其他人以(i)資助任何資助時為受制裁者或受制裁國家之活動或業務；或(ii)以任何其他方式可能導致他人違反任何由美國財政部海外資產控制辦公室(OFAC)、美國國務院、聯合國安全理事會、歐盟、法國、英國財政部及其他制裁相關主管機關所制定、管理、強制或實施之

經濟或交易制裁或限制措施（下稱「制裁」）。

- (4) 為遵守洗錢防制法律和政策，貴行可能(i)被禁止與所涉及的特定個人或者實體進行或完成交易；或(ii)被要求向主管機關報告可疑交易。
- (5) 貴行、其關係企業和其各自之總部、分行、支行、地區辦公室和代表處（下合稱「法國興業銀行集團」）的成員可以攔截並調查任何付款訊息和其他由存款人或者代表存款人發送或者接收的訊息或通信，並可以延遲、限制或者拒絕支付，該等支付篩選可能導致對特定訊息處理的延期。
- (6) 若法國興業銀行集團的成員：(i)被送達、通知或者受到任何命令、判決、行動、裁罰、法令、令狀或其他形式的洗錢防制法律和政策項下的司法或行政程序的影響（包括任何性質的扣押令、沒收令、充公、傳票、凍結或禁止命令，搜查令或禁令或任何形式的扣押或暫緩，不論其是否有法律效力），且前述所有情形可以以任何形式直接或間接影響、關聯到或涉及到或者可能影響、關聯到或涉及到存款人、任何存款帳戶、與存款人的任何交易或業務往來，或法國興業銀行集團的成員的任何同業往來帳戶（下合稱「程序」）；(ii)確信可能受限於任何洗錢防制法律和政策規定的任何程序；或(iii)依其考慮認為為了符合任何洗錢防制法律和政策規定的任何程序是必需的，貴行可以採取任何貴行認為必要的或者合適的、與該等程序有關的行動，包括凍結資金、防止存款帳戶操作、拒絕存款人提取資金的要求、不執行任何指令、或者延遲或取消交易。
- (7) 除非（或直至事後）洗錢防制法律和政策允許，否則法國興業銀行集團的成員無需就其採取的任何行動通知存款人。
- (8) 存款人須提供法國興業銀行集團的任何成員要求的全部資訊，以便於這些成員履行他們關於洗錢防制法律和政策義務。存款人同意法國興業銀行集團的任何成員可以為了該等目的向相關主管機關揭露該等資訊。
- (9) 法國興業銀行集團的成員在行使權利或履行職責或義務過程中（而該等權利、職責或義務全部或部分是因採取本條規定的步驟而引起），由於法國興業銀行集團的成員的行為或延遲行為或未能履行造成的任何損失，法國興業銀行集團的成員對該等損失無需負責，即使任何洗錢防制法律和政策下的任何程序隨後被修改、廢除、被決定沒有法律效力或約束力，而不涉及存款人或無須遵守。
- (10) 與存款帳戶有關的任何支付將由存款人獨立承擔風險。貴行不會對因任何洗錢防制法律和政策下的任何程序規定而遭到扣押、限制、沒收、扣留或凍結的金額進行退款，這些措施可能以任何形式（直接或間接）影響、關聯到或涉及存款人、任何存款帳戶或者與存款人的任何交易或者業務往來，除非且直到該金額被解除上述措施後歸還給貴行或存款人。
- (1) The term, "AML Laws and Policies", as used herein shall mean any laws or regulations relating to anti-money laundering, counter-terrorism, anti-corruption, anti-bribery, anti-fraud, tax evasion, Sanctions (as defined below), embargoes or reporting requirements in respect of financial transactions (including the USA Patriot Act and any equivalent or similar law regulations) and policies by the Bank or any authority in relation to the enforcement or compliance thereof.
- (2) The Depositor shall (i) be responsible for controlling and verifying any transactions which the Depositor does directly or indirectly through the use of the deposit account(s), particularly with regards to the prevention of money laundering and compliance with any AML Laws and Policies; (ii) not use or permit the use of any deposit account(s) for money laundering purposes or in contravention of any AML Laws and Policies and that any instructions issued at the request of the Depositor must not be, and are not intended to be, used in those ways; (iii) ensure that none of the Depositor, any of the Depositor's subsidiaries, the Depositor's or their respective directors or officers, or, to the best of the Depositor's knowledge, any of the Depositor's affiliates or officers is a person, that is, or is owned or controlled by any person that is, or is likely to become: (x) a person that is

the subject or target of any Sanctions (as defined below) ("Sanctioned Person") or (y) located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions broadly prohibiting dealings with such government, country or territory (the "Sanctioned Country"); and (iv) ensure that none of the Depositor, any of the Depositor's subsidiaries, the Depositor's or their respective directors or officers, or to the best of the Depositor's knowledge, any of the Depositor's affiliates or officers has engaged in any activity or conduct which would violate any applicable anti-bribery, anti-corruption or anti-money laundering laws in any applicable jurisdiction and the Depositor has instituted and maintain policies and procedures designed to prevent the violation of such laws.

- (3) The Depositor will not directly or indirectly, use any deposit account(s) or the proceeds thereof, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person (i) to fund any activities or business of or with any person, or in any country or territory, that, at the time of such funding, is, a Sanctioned Person or a Sanctioned Country, or (ii) in any other manner that would result in a violation of any economic or trade sanctions or restrictive measures enacted, administered, imposed or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), the U.S. Department of State, the United Nations Security Council, the European Union, the French Republic, Her Majesty's Treasury, or any other relevant sanctions authority (the "Sanctions") by any person.
- (4) To comply with AML Laws and Policies, the Bank may be (i) prohibited from entering or concluding transactions involving certain persons or entities; or (ii) required to report suspicious transactions to an authority.
- (5) A member of the Bank, its affiliates and any of their respective head office, branches, sub-branches, regional offices and representative offices (together, "the Societe Generale Group") may intercept and investigate any payment messages and other information or communications sent to or by the Depositor or on the Depositor's behalf and may delay, block or refuse to make any payment and payment screening may cause a delay in processing certain information.
- (6) If a member of the Societe Generale Group: (i) is served with, notified of or otherwise affected by any order, judgment, act, sanction, decree, writ or other form of judicial or administrative process under any AML Laws and Policies (including orders of attachment or forfeiture, confiscation, garnishment, freezing or restraining orders, warrants or injunctions or levies of any form or stays of whatsoever nature and whether having the force of law or not) which may in any manner whatsoever, directly or indirectly, affect, relate or be referable to, or appear to affect, relate or be referable to, the Depositor, any deposit account(s), any transaction or dealing with the Depositor or any interbank account of a member of the Societe Generale Group (together, the "Process"); (ii) believes that it may be subject to any Process under any AML Laws and Policies; or (iii) considers in its opinion that it is necessary to comply with any Process under any AML Laws and Policies, the Bank may take any action the Bank considers necessary or appropriate in connection with that Process, including freezing funds, preventing the operation of a deposit account, refusing a request for funds from the Depositor, not complying with any instructions, or delaying or cancelling a transaction.
- (7) A member of the Societe Generale Group needs not notify the Depositor of any action the member has taken, unless (or until after) it is permitted to do so under the AML Laws and Policies.
- (8) The Depositor must provide all information requested by any member of the Societe Generale Group to allow that member to meet its obligations relating to any AML Laws and Policies. The Depositor agrees that any member of the Societe Generale Group may disclose such information to any relevant authority for these purposes.

- (9) No member of the Societe Generale Group is liable for any loss arising out of any action taken or any delay or failure by us or a member of the Societe Generale Group, in exercising any of its rights or performing any of its duties or other obligations, caused in whole or in part by any steps taken under this Clause even if any Process under any AML Law and Policies may be subsequently modified, vacated, determined to have been without legal force or binding effect, not referable to the Depositor or not required to be complied with.
- (10) Any payment initiated in connection with any deposit account(s) will be made at the Depositor's sole risk. The Bank will not refund amounts attached, restrained, forfeited, seized or frozen under any Process under any AML Laws and Policies, which may in any manner whatsoever (directly or indirectly) affect, relate or be referable to the Depositor, any deposit account(s) or any transaction or dealing with the Depositor, unless and until such funds are released back to the Bank or the Depositor.

18. 打擊賄賂或貪污行為及請託關說相關之法令及規定 (THE LAWS AND REGULATIONS RELATING TO THE FIGHT AGAINST CORRUPTION AND INFLUENCE PEDDLING)

存款人向貴行承諾、聲明並保證在本約定書合約期間內，應遵守下列事項：

- (1) 其熟悉且致力於遵守與本約定書適用之所有與打擊賄賂或貪污行為及請託關說相關之法令及規定；
- (2) 就其所知，其本身及其所控制之相關人員（包括董事、主管或員工，下合稱為「實質控制者」）以及為執行本約定書而受其委任的代理人或其他中介人（a）未曾進行任何賄賂或貪污行為或請託關說，及（b）未因其實際或涉嫌進行賄賂或貪污行為或請託關說而被任何國家或國際組織禁止（或被視為禁止）回應其招標、與其簽訂契約或進行業務。
- (3) 就本項聲明，「賄賂或貪污行為」係指意圖為自己或第三人，直接或間接通過他人（例如第三方中介）向任何人（包括任何公職人員）（i）提議、承諾或實際給予，或（ii）索取或收受任何饋贈、捐贈、邀請、報酬或任何具價值之事物，此將會或可能會被視為誘使他人賄賂或貪污，或成立賄賂或貪污之故意行為，其目的為誘使任何人（包括公職人員）違背或不當履行其職務，及／或獲取不當利益。
- (4) 就本項聲明，「請託關說」係指意圖為自己或第三人，直接或間接（i）向任何人（包括公職人員）提議、承諾或實際給予，或（ii）收受任何人（包括公職人員）提供之任何饋贈、捐贈、邀請、報酬或任何具價值之事務，其目的為濫用某人之實際或被推定的影響力，以從公職人員獲取有利的決定或不當利益。
- (5) 就本項聲明，「公職人員」包括無論其職級之所有選舉產生之官員、顯要、公職候選人、皇室成員、司法官、公職人員或僱員，或屬於或代表以下單位的任何人員：
- 政府（外國，本國或地方政府），包括任何部會、處局署、監管機關，或其代理人或機關；
 - 政府部門或各級政府機關（包括但不限於海關或稅務部門、使館和任何主管機關）；
 - 地方或區域公共服務；

- d. 國有企業或公營事業機關（包括公立醫院、大學、主權基金或任何其他國家資助事業）；
 - e. 政黨，或國際法院或公共組織（例如聯合國）。
- (6) 其已按照所適用之規定及／或以適合其規模及業務之形式建置足夠之政策和程序，a) 以防止其本身、實質控制者以及為執行本契約而受其委任的代理人或其他中介人（如適用）進行任何賄賂或貪污行為和請託關說，b) 並確保對賄賂或貪污行為或請託關說的任何證據或嫌疑進行充分調查以及採取因應措施。存款人須在適用法律允許的範圍內，立即向貴行報告與本約定書相關的任何賄賂或貪污行為或請託關說。
- (7) 其會以適合其規模及業務之形式及方法，適當保存並詳細記錄與執行本約定書相關的簿冊、紀錄和賬目。

The Depositor represents and guarantees to the Bank that, at all times throughout the term of the Agreement:

- (1) It is aware of and commits to comply with the laws and regulations relating to the fight against corruption and influence peddling applicable to the execution of the Agreement;
- (2) Neither the Depositor nor, to its knowledge, any of the persons under its control (including its directors, officers and employees, hereinafter referred to as "controlled persons"), nor any agent or intermediary that it has appointed to execute the Agreement: a) has committed an act of corruption or influence peddling; b) is banned (or treated as banned) by a national or international body from responding to a call for tenders from, contracting with or working with that body due to proven or suspected acts of corruption or influence peddling;
- (3) For the purposes of this section, "An act of corruption" refers to a voluntary act, committed directly or indirectly through any person such as an intermediary third party, of (a) giving, offering, promising, or (b) asking for or accepting from, anyone (including a public official), for oneself or for a third party, any gift, donation, invitation, remuneration, or object of value, which would or could be perceived as an inducement to bribe, or as a deliberate act of corruption, in all cases with the aim of inducing a person (including a public official) to carry out their duties in an improper or dishonest manner and/or to obtain an improper advantage.
- (4) For the purposes of this section, "Influence peddling" refers to the voluntary act of (i) giving, offering or promising to anyone (including a public official), or (ii) accepting from anyone (including a public official), directly or indirectly, any gift, donation, invitation, remuneration, or object of value, for oneself or a third party, in all cases with the aim of abusing or as a result of having abused one's real or supposed influence and obtaining a favourable decision or undue advantage from a public official.
- (5) For the purposes of this section, the term "public official" includes all elected

officials, dignitaries, candidates for public office, members of royal families, magistrates, civil servants or employees, whatever their rank, or any person belonging to or acting on behalf of:

- a. government (foreign, national or local) including any department, body, regulator, or any of their agencies or authorities;
 - b. a government department or public authority (including, inter alia, customs or tax authorities, embassies and any licensing bodies);
 - c. a local or regional public service;
 - d. a state-owned or state-controlled enterprise (including public hospitals, universities, sovereign wealth funds or any other state-sponsored entity);
 - e. a political party; or an international court or public international organisation (e.g., the United Nations).”
- (6) It has put in place adequate rules and procedures, as provided for in the applicable regulations and/or as adapted for its size and activity, aimed at: a) preventing any act of corruption and influence peddling from being committed by itself, by controlled persons, and, where applicable, by the agents or other intermediaries it has appointed to execute the Agreement; and b) ensuring that any evidence or suspicion of corruption or influence peddling is investigated and treated with due diligence, any act of corruption or influence peddling related to this Agreement must be promptly reported to the Bank, within the limits of applicable law.
- (7) It will keep books, records and accounts in reasonable detail for the purposes of executing the Contract, in such form and on such terms as are appropriate to its size and activity.

19. 存款人資料之揭露及使用 DEPOSITOR'S INFORMATION

- (1) 存款人茲同意並授權 貴行及其受僱人及代理人得隨時將存款人之存款往來資料提供予 (i) 貴行之專業顧問或受 貴行委任處理事務之人；及/或(ii) 貴行之總行、其他分行或關係事業；及/或(iii) 中華民國、法國及其他對 貴行、貴行總行、其他分行或關係事業有管轄權之金融、司法或其他主管機關；及/或(iv) 擬自 貴行受讓資產及負債之人或擬與 貴行合併之人；及/或 (v) 其他銀行及金融機構；及/或 (vi) 財團法人聯合徵信中心(下稱「聯徵中心」)或其他之信用評等機構；及/或 (vii) 貴行為存款人或代存款人所委任或指示之代理人及經紀商，及任何履行義務之交易所、市場、結算機構或保管機構；及/或 (viii) 任何代理人、承攬人或向 貴行提供行政、電信、電腦、付款或證券保管或其他與其業務營運相關服務之服務提供者；及/或 (ix) 依相關法令規定、法院判決或裁判所規定之任何其他人士；及/或 (x) 貴行與之聯合行銷、交換存款人資訊或以其他方式合作推廣業務之任何機構；及/或 (xi) 依 1986 年美國稅法(the United States Internal Revenue Code of 1986) (下稱「美國稅法」) 第 1471 節至 1474 節之規定，或依任何為實現該等章節規定而簽署之政府間協議中所採用之財政或管理條款、規則或慣例，應對其揭露之政府或稅務主管機關。且存款人不可撤回地豁免任何相關法規中禁止就存款人或本約定書締結交易為揭露之任何規定；及/或 (xii) 任何與遵守洗錢防制法律和政策相關之主管機關；及/或 (xiii) 貴行認為有必要揭露之人。存款人茲此同意不依中華民國銀行法第四十八條或其相關法律規定反對該等揭露。存款人茲授權 貴行得向聯徵中心徵詢及進行與存款人有關之其他查核，以取得背景資訊及 貴行所需之其他資訊，以便驗證提供予 貴行之資訊。為此目的， 貴行得於其認為相關之情況下，揭露與存款人有關之該等資訊。
- (2) 存款人茲同意 貴行得為：(i) 營運、管理及處理存款人與 貴行往來交易；(ii) 擴展業務、金融產品及服務之提供或行銷；(iii) 貴行提供之個人資料告知書允許之目的；(iv) 偵測或者防止洗錢、資助恐怖主義和其他的犯罪行為，及任何

與遵守洗錢防制法律和政策或與其相關之目的；及/或(v)其他法令所允許之目的，而蒐集、或處理、利用及國際傳輸存款人之個人資料及存款人所提供之第三人之個人資料。

存款人同意有關存款人提供予或擬提供予 貴行之任何第三人（包括存款人之董事、監察人、受僱人及職員）個人資料（下稱「第三人資料」），(i)存款人應於提供第三人資料予 貴行前，負責確保各相關第三人均已同意將該第三人資料提供給 貴行，並同意由 貴行及經合法許可得受 貴行移轉該第三人資料之他人（「受移轉人」）蒐集、處理、使用、傳輸及揭露該第三人資料；(ii) 存款人應於提供第三人資料予 貴行前，按 貴行不時提供個人資料告知書之格式書面通知各該第三人，且已確認其明確瞭解 貴行之告知事項內容，且法律如規定須取得同意者，應取得該第三人簽名同意並將簽名文件送回 貴行，或以 貴行同意之其他方式，以示其同意 貴行及各受移轉人蒐集、處理、使用及移轉該等第三人資料；及(iii)對於因存款人揭露及/或 貴行或任何受移轉人蒐集、處理、使用、傳輸及揭露第三人資料，以致有任何相關第三人對 貴行或任何受移轉人提出之任何請求，存款人應負全部法律責任，絕無異議。

- (1) **The Depositor hereby consents and authorizes the Bank and its employees and agents at any time to furnish any information concerning the Depositor in the possession of the Bank from time to time (i) to professional advisors or others rendering services to the Bank, and/or (ii) to the Bank's head office, other branches or affiliates of the Bank, and/or (iii) to regulatory, judicial or other authorities of the R.O.C., France or any other jurisdiction in which the Bank, the Bank's head office, other branches or affiliates do business, and/or (iv) to the potential acquirer of the assets and liabilities of the Bank, potential merger candidate of the Bank or the like, and/or (v) to other banks and financial institutions, and/or (vi) the Joint Credit Information Center ("JCIC") or other credit or ratings agencies, and/or (vii) to agents and brokers which the Bank may appoint or instruct for or on behalf of the Depositor and to any exchange, market, clearing house or depository to carry out their duties, and/or (viii) to any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Bank in connection with the operation of its business, and/or (ix) any other person where required by applicable law or regulation or pursuant to any order of any court or any tribunal, and/or (x) any institution with which the Bank co-markets, exchanges Depositor's information or otherwise cooperates to promote business, and/or (xi) any government or taxing authority if so required by Sections 1471 through 1474 of the United States Internal Revenue Code of 1986 (the "Code"), or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code, and the Depositor irrevocably waives any applicable law which prevents such disclosure about the Depositor and any transaction entered into under this agreement, and/or (xii) any authority in relation to the enforcement or compliance with the AML Laws and Policies, and/or (xiii) to such other person(s) as the Bank may consider necessary for any purpose whatsoever. The Depositor hereby waives and agrees not to assert the provisions of Article 48 of the Banking Act of the R.O.C. or any other like laws, regulations or directives as may be relevant to such disclosures. THE DEPOSITOR AUTHORISES THE BANK TO CONDUCT CHECKINGS WITH JCIC AND OTHER INQUIRIES REGARDING THE DEPOSITOR, IN ORDER TO OBTAIN ANY REFERENCE OR OTHER INFORMATION REQUIRED BY THE BANK TO VERIFY INFORMATION PROVIDED TO THE BANK. FOR THIS PURPOSE, THE BANK MAY MAKE DISCLOSURE OF SUCH INFORMATION CONCERNING THE DEPOSITOR AS THE BANK IN ITS DISCRETION CONSIDERS TO BE RELEVANT.**
- (2) **THE DEPOSITOR HEREBY CONSENTS TO THE BANK'S COLLECTION, PROCESSING, USE AND INTERNATIONALLY TRANSMISSION OF ANY AND ALL PERSONAL DATA OF THE DEPOSITOR OR THE THIRD PARTIES**

PROVIDED OR TO BE PROVIDED BY THE DEPOSITOR TO THE BANK OR OTHERWISE ACQUIRED BY THE BANK FOR THE PURPOSE OF (I) OPERATION, MANAGEMENT AND HANDLING OF THE BANK'S TRANSACTIONS WITH THE DEPOSITOR; (II) BUSINESS DEVELOPMENT AND PROVISION AND MARKETING OF FINANCIAL PRODUCTS AND SERVICE; (III) SUCH PURPOSE AS PERMITTED UNDER THE NOTIFICATION LETTER FOR COLLECTION, PROCESSING AND USE OF PERSONAL DATA PROVIDED BY THE BANK; (IV) DETECTING OR PREVENTING MONEY LAUNDERING, TERRORIST FINANCING AND OTHER CRIMINAL ACTIVITIES AND ANY PURPOSE RELATING TO OR IN CONNECTION WITH COMPLIANCE WITH AML LAWS AND POLICIES; AND/OR (V) SUCH OTHER PURPOSES AS MAY BE PERMITTED BY APPLICABLE LAWS AND REGULATIONS.

THE DEPOSITOR AGREES THAT, WITH RESPECT TO ANY PERSONAL DATA REGARDING ANY THIRD PARTIES (INCLUDING DIRECTORS, SUPERVISORS, EMPLOYEES AND OFFICERS OF THE DEPOSITOR) ("THIRD PARTY DATA") PROVIDED OR TO BE PROVIDED BY THE DEPOSITOR TO THE BANK, (I) BEFORE THE DEPOSITOR PROVIDED THE THIRD PARTY DATA TO THE BANK, THE DEPOSITOR SHALL BE RESPONSIBLE TO ENSURE THAT EACH RELEVANT THIRD PARTY HAS CONSENTED TO PROVISION OF SUCH THIRD PARTY DATA TO THE BANK AND TO THE COLLECTION, PROCESSING, USE, TRANSMISSION AND DISCLOSURE OF SUCH THIRD PARTY DATA BY THE BANK AND BY OTHERS TO WHICH THE BANK IS LEGALLY PERMITTED TO TRANSFER SUCH THIRD PARTY DATA ("TRANSFEREES"); (II) BEFORE THE DEPOSITOR PROVIDED THE THIRD PARTY DATA TO THE BANK, THE DEPOSITOR SHALL DELIVER TO EACH SUCH THIRD PARTY THE NOTIFICATION LETTER FOR COLLECTION, PROCESSING AND USE OF PERSONAL DATA IN THE FORM THE BANK PROVIDES TO THE DEPOSITOR FROM TIME TO TIME AND ENSURE THAT EACH SUCH THIRD PARTY HAS FULLY UNDERSTOOD THE CONTENT OF THE BANK'S NOTIFICATION LETTER FOR COLLECTION, PROCESSING AND USE OF PERSONAL DATA AND, WHERE SUCH CONSENTS REQUIRED BY LAW, OBTAIN THE CONSENT OF SUCH THIRD PARTY TO THE BANK'S AND EACH TRANSFEREE'S COLLECTION, PROCESSING, USE AND TRANSFER THEREOF BY SIGNING THEREON AND RETURNING SUCH DOCUMENT TO THE BANK, OR IN SUCH OTHER MANNER AS AGREED BY THE BANK; AND (III) THE DEPOSITOR SHALL BE SOLELY RESPONSIBLE, WITHOUT PROTEST, FOR ANY CLAIM MADE BY ANY RELEVANT THIRD PARTY AGAINST THE BANK OR ANY TRANSFEREES ARISING OUT OF THE DEPOSITOR'S DISCLOSURE AND/OR THE BANK'S OR ANY TRANSFEREE'S COLLECTION, PROCESSING, USE TRANSMISSION AND DISCLOSURE OF THIRD PARTY DATA.

20. 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）以本約定書下之各項存款（包括定存及活存）之餘額抵償存款人對 貴行之各項債務或終止本約定書下之各項存款（包括定存及活存）。

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, set-off and apply the balance under the account contemplated herein (including demand and time deposit accounts) against sums due to the Bank or terminate and close any account under this Agreement with prior or simultaneous notice to, but without consent of, the Depositor.

21. 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。如因存款人之身分以致於美國稅務法規之規定下，依美國稅法第 1471 節及第 1472 節、依美國稅法發布之美國財政部法規或其他指示、任何相關之政府間協議或任何相似或相關之非美國法法律，或依據前述規定而與任何政府或稅務主管機關簽訂之任何協議， 貴行認定就存款人之帳戶應為扣抵或扣繳稅款時（以下稱「FATCA 扣繳稅」），存款人授權 貴行得對於任何 貴行應支付予存款人且受 FATCA 扣繳稅規範之款項進行扣抵或扣繳。因此， 貴行支付予存款人之任何款項將會減去該扣抵或扣繳金額，且將該扣抵或扣繳金額繳交美國國稅局、其他政府或稅務機關或任何其他代表。

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 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. If the Bank determines that it is required to make a deduction or withholding for or on account of tax imposed under Sections 1471 and 1472 of the Code, the United States Treasury Regulations or other guidance issued under the Code, any associated intergovernmental agreement, or any similar or associated non-US law or any agreement that the Bank may enter into with any government or tax authority pursuant to any of the foregoing (a "FATCA Withholding Tax"), in each case as a result of the Depositor's status under US tax laws and regulations, the Depositor authorizes the Bank to make such deduction or withholding in respect of any sum payable by the Bank to the Depositor that is subject to the FATCA Withholding Tax, so that any payment to the Depositor will be made net of such deduction or withholding, and to pay any such deduction or withholding as may be necessary to the United States Internal Revenue Service, another government or tax authority or any other person on behalf thereof.

22. 終 止 TERMINATION

除定期存款外， 貴行與存款人均得隨時終止本約定書下之各項存款帳戶，屆時， 貴行有權依法逕對該等帳戶之存款為必要之處分並以其餘額抵償存款人對 貴行之各項債務，如尚有餘額，並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之支票退還 貴行。

Except for time deposit accounts, either the Depositor or the Bank may, at any time and from time to time, terminate and close any account under this Agreement, whereupon the Bank shall be entitled to dispose of the outstanding balance in the relevant account(s) in accordance with the 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. The Bank shall return the balance in such deposit accounts to the Depositor if there is any balance after such disposal and/or set-off. Upon a closure of a checking account, the Depositor shall return all unused checks to the Bank.

23. 修 改 AMENDMENT

貴行得於修改生效日至少六十天前於營業場所公開揭示，以修改費用、起息點之相關規定（無須個別通知存款人）。

貴行得隨時以至少十四日前之書面通知修改其他有關本約定書之相關規定。

存款人若於修訂生效日後繼續相關的帳戶交易及／或使用任何服務，應視為已收到修訂通知並同意修訂後之條款。

倘存款人不同意 貴行之修改，得隨時於生效日前終止與 貴行之存款關係及本約定書。

THE BANK MAY AMEND PROVISIONS RELATED TO FEES AND THE DATE FROM WHICH INTEREST SHALL ACCRUE BY DECLARING SUCH AMENDMENT IN ITS PLACES OF BUSINESS SIXTY (60) DAYS PRIOR TO THE EFFECTIVE DATE OF SUCH AMENDMENT (INDIVIDUAL NOTIFICATION TO THE DEPOSITOR IS NOT REQUIRED).

The Bank may, from time to time, amend any other terms and conditions of the Agreement upon 14 days prior written notice.

The Depositor shall be deemed to have received notice of the amendment and to have decided to continue to have the relevant account transactions and/or use any services on the amended basis if the Depositor continues to have the relevant account transactions and/or use any services after the effective date of the amendment.

If the Depositor disagrees with such amendments, the Depositor may at any time terminate the deposit relationship with the Bank and this Agreement within the aforementioned period.

24. 通知 NOTICES

存款人地址變更時，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地址寄送對帳單及各項通知，且 貴行向該地址所發送之通知，應於經過通常郵遞期間後，視為已依約對存款人有效送達。

The Depositor shall immediately notify the Bank of any changes of its address in writing or in such manner 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 address 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.

25. 銀行委外事項告知

存款人同意下列涉及 貴行營業執照所載營業項目或存款人資料之相關作業，係由 貴行委託第三人代為處理：

(1) 表單、憑證等資料保存之作業。

(2) 本行之交換票、退票及中央銀行外匯報表、文件等之後勤運送作業。

存款人同意，於金融監督管理委員會隨時所修訂之金融機構作業委託他人處理相關規定許可之範圍內， 貴行得隨時將本約定書下之各項交易及相關服務之作業（包括但不限於行銷、行政、電信、電腦作業、資料存取、資料處理、輸入、輸出、後勤作業、文件掃描作業、表單列印、裝封分類作業、交付郵寄、轉匯、存款、付款、交換、徵信、催收等）處理委託 貴行之其他分行、關係事業、或第三人辦理，並同意 貴行及各委外服務供應商得於其各自處理必要或適宜之範圍內存取、蒐集、處理及使用存款人之個人資料。

The Depositor hereby consents that following matters related to the conduct of the Bank's registered business operations or involving Depositor's information have been outsourced to and handled by the third parties as service providers:

(1) Warehousing of the relevant documents such as forms and statement and certificates;

(2) Transporting the checks presented to the Bank for clearing, bound checks, relevant foreign exchange reports and documents, and any other documents.

The Depositor consents that the Bank may from time to time outsource the handling of certain transactions and services hereunder (including but not limited to marketing, administration, telecommunications, computer processing, data access, data processing, input, output, back office functions, scanning of documentation, printing of relevant materials and statements and matters regarding packaging, sealing, sorting and mailing, remittances, deposits, payments, exchange, credit information and collection etc.) to other branches or affiliates of the Bank or third parties to the extent permitted by the Financial Supervisory Commission outsourcing related regulations for financial institutions as in effect from time to time and that each of Bank and such outsourcing services providers may access, collect, process and use the personal data of the Depositor to the extent necessary or appropriate to carry out its respective functions.

26. 準據法及管轄法院 GOVERNING LAW

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

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 Taiwan Taipei District Court and such other courts as may be selected by the Bank.

27. 錄音記錄 RECORDING

存款人茲同意 貴行得就其與存款人之對話予以錄音記錄，該等錄音記錄得作為法庭上或訴訟程序中之證據。

The Depositor agrees that the Bank may record telephone conversations between the Bank and the Depositor and the recordings may be used as evidence in any court or proceeding.

28. 語文 GOVERNING LANGUAGE

倘中、英文版約定書之定義解釋上有牴觸時，應以中文版約定書為準。

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

II. 外匯存款帳戶特別約定事項 SPECIAL TERMS FOR FOREIGN CURRENCY DEPOSIT ACCOUNT

1. 提款 WITHDRAWALS

由外匯存款帳戶（下稱「本帳戶」）項下之提款，僅得以 貴行之外匯提款單為之，並以本帳戶之幣別表示之。 貴行得自本帳戶內扣除任何印花稅、轉帳費或與本帳戶項下提款有關之其他費用，倘未依上述方式扣除時，則存款人將於一經 貴行請求時，即行償付之。

Withdrawals from the foreign currency deposit account (the "Account") shall be made only by the Bank's withdrawal forms in the currency of the Account. The Bank may debit the Account with any stamp, transmission, or other charges related to withdrawals from the Account, or, alternatively, any such charges will be paid by the Depositor upon demand.

2. 付款 PAYMENT

貴行得在 貴行全權決定下，採行與本節第 1 條不盡相同之處置，並同意就存款人所簽發以 貴行為付款人並以本帳戶以外之其他貨幣付款之提款單，予以付款，並在此種情況下， 貴行得依 貴行付款日所適用之匯率及按照該項提款單之款額折合同等之金額，予以存入本帳戶，但存款人就有關所有於發票日與每一提款單之實際付款日兩者之際所產生之任何匯率變動，須承擔一切風險，而 貴行對於任何損失，均不負責。

At the Bank's exclusive option and discretion, the Bank may act in derogation of Article 1 of this Section and may agree to pay withdrawal requests which are drawn on the Bank by the Depositor and are payable in currencies other than the currency of the Account; and, in each such instance, the Bank may debit the Account in an amount equivalent, at the rate of exchange applicable on the day payment by the Depositor to the amount of such withdrawal, it being understood that the Depositor assumes all risks of any fluctuations in exchange rate between the date of drawing and the date of actual payment of each such withdrawal, and that the Bank shall have no responsibility whatsoever for any loss.

3. 法令遵循 COMPLIANCE

存款人應依外匯相關法令之規定進行本帳戶之各項交易及/或幣別轉換。

The Depositor shall execute transactions of this Account and/or convert one currency into another currency in accordance with applicable laws and regulations related to foreign exchange.

III. 定期存款帳戶特別約定事項 SPECIAL TERMS FOR TIME DEPOSIT ACCOUNT

存款人同意 貴行就未滿一個月之外匯定期存款不發給定存單。

The Depositor agrees that, for those foreign currency time deposits with tenor not more than one month, no certificate of deposit will be issued.

- 存款人茲明示確認其於詳閱本約定書並與 貴行商議個別條款內容後，完全瞭解並同意本約定書規範之義務範圍，特別是第 2, 3, 4, 6, 8, 9, 12, 13, 14, 18, 19, 22, 及 24 條所列之各項存款、提款、對帳單及往來憑證、遺失或被竊、定存提前解約、定存續存、轉讓設質限制、費用及支出、扣帳、抵銷、修改、同意及權利拋棄事項（如保密義務之免除、個人資料之蒐集、處理、利用及傳輸、委外處理）。
- **THE DEPOSITOR HEREBY EXPRESSLY ACKNOWLEDGES THAT, AFTER HAVING SEPARATELY REVIEWED AND NEGOTIATED EACH SUCH PROVISION WITH THE BANK, THE DEPOSITOR UNDERSTANDS AND SPECIFICALLY AGREES TO THE SCOPE OF OBLIGATIONS COVERED BY THIS AGREEMENT, AND, IN PARTICULAR, TO THE DEPOSITS, WITHDRAWALS, ACCOUNT STATEMENTS AND TRANSACTION DOCUMENTATION, LOSS OR THEFT, EARLY TERMINATION OF THE TIME DEPOSITS, RENEWAL OF TIME DEPOSITS, TRANSFER AND PLEDGE, FEES AND CHARGES, DEBIT, SET-OFF, AMENDMENT, WAIVERS AND CONSENTS (SUCH AS WAIVERS OF CONFIDENTIALITY, THE COLLECTION, PROCESSING, USE AND TRANSMISSION OF PERSONAL DATA, OUTSOURCING) SET OUT IN ARTICLES 2, 3, 4, 6, 8, 9, 12, 13, 14, 18, 19, 22 AND 24 OF SECTION I.**
- 存款人茲此聲明其於簽署本約定書（包含前述個別商議條款）前，已攜回審閱至少五日以上，並於已完全瞭解其約定內容後，始簽署本約定書，並同意遵守本約定書之所有條款。

- **THE DEPOSITOR HEREBY REPRESENTS THAT THIS AGREEMENT (INCLUDING THE SPECIALLY AGREED CLAUSES) HAS BEEN DELIVERED TO THE DEPOSITOR FOR REVIEW FOR A PERIOD OF AT LEAST 5 DAYS BEFORE THE DATE HEREOF. THE DEPOSITOR ENTERS INTO THIS AGREEMENT AFTER FULLY UNDERSTANDING THE CONTENT OF THIS AGREEMENT AND HEREBY AGREES TO COMPLY WITH THE TERMS AND CONDITIONS CONTAINED HEREIN.**

日期 Date:

存款人 The Depositor:
簽章 (經濟部大小章) Signature and/or Chop:
負責人姓名 Responsible Person:
通知地址 Mailing Address:

登記地址 Registered Address:

Verify by
