

# 存款約定書

## GENERAL AGREEMENT FOR DEPOSIT ACCOUNT

致: 日商瑞穗銀行股份有限公司 臺北分行 臺中分行 高雄分行 國際金融業務分行  
To: Mizuho Bank, Ltd. Taipei Branch Taichung Branch Kaohsiung Branch Offshore Banking Unit Taiwan

存款人\_\_\_\_\_ (以下簡稱「存款人」) 茲向日商瑞穗銀行股份有限公司\_\_\_\_\_分行 (以下簡稱「貴行」) 開立存款帳戶。

The Depositor \_\_\_\_\_ (hereinafter referred to as the "Depositor") applies for opening a deposit account with Mizuho Bank, Limited \_\_\_\_\_ Branch, (hereinafter referred to as the "Bank").

存款人與貴行並就該存款帳戶，雙方同意遵守下列條約：

The Depositor hereby unconditionally and irrevocably covenants to the Bank as follows:

### A. 一般條款 General Terms

#### 1. 適用範圍 Scope of Application

凡存款人在 貴行開立之存款戶不論其種類或幣別，所有一切往來應遵照中華民國有關法規及本約定書辦理。

Any deposit account opened with the Bank in whatever kind or currency, any transaction made herein is governed by and subject to the laws and regulations of the Republic of China (the "ROC") and this Agreement.

#### 2. 繳交文件與變更之通知 Document Provided and Notification of Change

存款人開立存戶時，應檢具附件一之一（或附件一之二）所列之各文件並填具本約定書、印鑑卡交付 貴行。經 貴行核准後，開立存戶。存款人所提供之文件內容如有任何變動，存款人應即以書面加蓋原留於印鑑卡上之印鑑或依原留存簽名式樣簽名後通知 貴行。於收受前述通知前， 貴行有權信賴其現有之文件。貴行因信賴前經存款人提供之文件而生之一切損害責任或因此而支出之一切費用應由存款人負責。

In opening the account, after approving by the Bank, the Depositor shall provide the documents listed on the attachment 1-1 (or the attachment 1-2) and sign this Agreement and a signature card to the Bank. In case of any change in the content of the documents provided by the Depositor, the Depositor shall immediately send a written notice bearing the signature or seal registered on the signature card to the Bank. Until such notice is

received by the Bank, the Bank shall be entitled to act in reliance on the documents in its possession. The Depositor shall indemnify the Bank and hold the Bank harmless from any loss suffered or liability or expense incurred by reason of such action or reliance.

3. 有效收據

**Valid Receipts**

凡 貴行出具之收據，除電腦自動印製及存款條外，須經有權人簽章後，始能生效。

All receipts issued by the Bank, besides those automatically printed out by the computer and the deposit slips, are valid only after signed by an authorized signer of the Bank.

4. 存入現金或票據之提領

**Withdrawal of Cash or Negotiable Instruments**

存款人存入現金或票據 貴行無法即刻清點時，須俟 貴行清點後，始能入帳及提領，若存款條所示金額有短缺或不符時，存款人應改正或補足之。

Cash or negotiable instruments deposits which cannot be verified immediately are not available for withdrawal until the Bank verifies and credits the same to the account. In the event that the amount indicated on the deposit slips is short or different from that of the Bank's account, the Depositor undertakes to provide the shortage or make the correction immediately.

5. 票據之記載

**Filling Out of Negotiable Instruments**

存入存戶內的匯票、本票、支票及其他票據，應已依據中華民國票據法之規定填妥一切應記載事項， 貴行不負有填入任何應記載事項之義務。

The required particulars of a bill of exchange, promissory note, check and other negotiable instruments shall have been completed upon presentation pursuant to the Law of Negotiable Instruments of the Republic of China. The Bank assumes no responsibility to fill out any blanks.

6. 代收存款

**Collection of Deposit As Agent**

存款人委託貴行收取經存款人背書及 貴行核可之匯票、支票、本票等票據或其他銀行匯入之款項時，在該等票據或匯入款經 貴行收妥以前， 貴行不予付款。倘因任何理由而致 貴行未獲付款或該等票據因任何理由而被取消時，所有 貴行撥付存款人之款項，應由存款人如數償還或由 貴行自帳戶內逕自扣除。 貴行並無義務採取任何措施以保全存款人於票據上之權利及利益。 貴行進行此項代收時，對於其他代收行之故意過失行為所致之損失或票據之遺失或滅失，概不負責。

存款人委託 貴行所託收之票據於運送途中，若發生票據被盜、遺失或滅失時，

存款人同意授權由 貴行或付款行代理存款人辦理掛失止付及聲請公示催告、除權判決等事宜。

Where the Depositor appoints the Bank to collect deposited bills of exchange, checks, promissory notes, and other negotiable instruments, endorsed by the Depositor and approved by the Bank, or any remittance made by other correspondent bank for the Depositor, the Bank will not credit the money to the Depositor until the money is received. Money credited by the Bank to the Depositor shall be repaid by the Depositor or deducted by the Bank in case the payment is not received by the Bank or is canceled for any reason. The Bank shall not be bound to take any action to preserve the rights and the interests of the Depositor. The Bank will not be responsible for any loss caused by any intentional or negligent act of its correspondent bank, or losses or destruction of negotiable instruments occurring in the course of transmission.

If the negotiable instruments collected by the Bank per the Depositor's appointment are stolen, lost or destroyed during the transition, the Depositor agrees to authorize the Bank or the paying bank to undergo the procedure of Loss Report and Stop of Payment, public notice and securing court-decree of invalidation on behalf of the Depositor.

7. 取款印鑑  
Signature/Seal for Withdrawal

存款人應以 貴行提供之取款條蓋有原留於印鑑卡上之印鑑或依原留存之簽名式樣簽名於取款條上取款，或以本約定書內所訂定或其他經存款人與 貴行同意之約定方式，自存戶內提款。同一日中，如有數筆取款或提領，而其總額超逾帳戶之餘額，得由 貴行排列支付順序。

The Depositor shall withdraw money from the account by submitting a withdrawal slip provided by the Bank bearing the signature or seal registered on the signature card or in any other manner specified in this Agreement or agreed by the Depositor and the Bank. If more than two withdrawals are made by the Depositor within one day and the total amount to be withdrawn exceeds the balance of the account, the order of the payment of the withdrawals may be arranged at the option of the Bank.

8. 拒絕支付情事  
Events to Refuse Payment

取款條或支票上所書文字或簽章模糊不清，或因破損致法定要件不全時，貴行得拒絕支付。存戶所開之支票如不合法令規定時， 貴行得拒絕支付或暫緩支付。

The Bank is entitled to refuse payment of any withdrawal slip or check issued by the Depositor with unrecognizable signature or seal or without legal required particulars resulting from mutilation or damage. The Bank is entitled to refuse or suspend payment of any check issued by the Depositor if the check does not conform to the laws and regulations.

9. 支票存款/無存摺式活期存款對帳單  
Statement of Account for Checking Account and Statement Demand Deposit Account

為核對支票存款存款人及無存摺式活期存款人往來帳目，貴行得應存款人之要求，定期依存款人指定之地址，將對帳單寄送存款人，以顯示存戶內之餘額。如存款人發現對帳單之內容有錯誤，除有特殊情事（例如出國、住院等）外，應於收到對帳單三十日之內以書面通知貴行，否則視為對帳單之內容正確無誤。存款人地址變更而未通知貴行者，貴行依其最後地址送達。存款人同意貴行留存之對帳單影印本，視同為合法之原始憑證，得做為證明存款人與貴行往來之依據。

For checking the checking account and statement demand deposit account, a statement of account will be sent to the Depositor by the Bank at the address appointed by the Depositor at intervals upon request of the Depositor. Unless special circumstances (such as the Depositor is abroad or hospitalized) exist, the Depositor should promptly notify the Bank in writing of any discrepancy on such statement within thirty days from receipt of the statement. Otherwise, the account statement shall be deemed correct. If the Depositor changes address without notifying the Bank, the statement of account will be sent to the last address registered with the Bank. The Bank will retain copies of the said account statement. The Depositor agrees that these copies will have the same legal validity as that of the original documents in providing the evidence of the Depositor's transactions with the Bank.

#### 10. 費用之扣抵及收費標準

##### Payment of Fees and Expenses and Fee Schedule

存款人同意支付因進行各項交易而應償付貴行之利息、手續費、郵電費、承兌費、保證費、貼現費、承諾費、本金、存款不足退票違約金、開狀或押匯之各項費用及其他應付款項等。如存款人未支付相關費用時，存款人同意貴行得自存款人帳戶內扣抵之。存款人知悉貴行各項服務費用如貴行營業大廳及網站所公告之收費標準所示。存款人同意，嗣後貴行如擬變更或調整收費標準時，除變更或調整之內容有利於存款人者外，貴行應於該變更或調整生效日之六十日前，於貴行營業大廳及網站公告此變更或調整之內容，前揭公告並應告知倘存款人未於變更生效前表示異議並親自至貴行辦理終止本約定書，視同存款人同意該變更或調整之內容。

The Depositor agrees to pay any and all interest, handling charges, postage and cable charges, acceptance charges, guaranty fees, discount charges, commitment fees, principal, penalty charge for dishonored checks, any and all fees from L/C application or negotiable of drafts application and any other charge or receivable due and payable by the Depositor to the Bank for conducting the transactions. The Depositor agrees that if the Depositor fails to pay such debts, the Bank may withdraw money from the Depositor's account to pay such debts. The Depositor acknowledges that the Bank's fee schedule is as the one publicly announced at the Bank's business offices and on its website. The Depositor further agrees that if the fee schedule needs any change or adjustment, except the change or adjustment is favorable to the Depositor, the same shall be publicly announced by the Bank at its business offices and on its website 60 days before the effective date of such change or adjustment. Such announcement shall also clearly advise the Depositor that if the Depositor does not object to the change or adjustment and does not visit the Bank in person to terminate this Agreement before the

change or adjustment has become effective, the Depositor will be deemed to have accepted such change or adjustment.

11. 禁止轉讓/質押  
Prohibition of Assignment, Transfer or Pledge

本約定書項下之各種存款非經 貴行事先書面同意，不得轉讓或質押。  
No assignment, transfer or pledge of any deposit hereunder shall be binding on the Bank unless a prior written consent is obtained from the Bank.

12. 印鑑核對  
Verification of Signature/Seal

貴行對於簽署於取款條或存款人所簽發之支票上之印鑑或簽名，若經核對其係與原留印鑑或簽名式樣相符，而辦理有關存戶之付款及其他相關之事項，則不論其印鑑或簽名式樣是否係經偽造、仿造、變造、盜竊、詐欺或其他不法情事而作成， 貴行概不負責。 貴行應以善良管理人之注意義務辨認取款條及支票上印鑑及簽名之真偽。

In the event that the Bank has examined the seal or signature appearing on the withdrawal slip or the checks issued by the Depositor and concludes that it is identical to the seal or signature registered with the Bank in its handling of withdrawal or any other matters concerning the account, the Bank shall not be responsible for any loss resulting from forgery, counterfeiting, alternation, stealing, deception or other irregularities of the signatures or seals. The Bank shall identify the signatures or seals on the withdrawal slips or the checks with care of a diligent person.

13. 入帳錯誤  
Error in Writing Account

因 貴行處理錯誤、誤寫帳號、戶名、金額致發生誤存入存款人之帳戶或溢付情事者，一經發覺， 貴行得隨時自該帳戶扣除更正之，如存款人之存款不足以清償該款項時，存款人應立即償還該款項。

In the event that an amount is credited or overpaid to the Depositor's account through an error of the Bank who miswrites the account number, title, or amount, the Bank may cancel the amount so credited at any time upon discovery of such error. If the amount in such account is insufficient to cover the charge-back, the Depositor shall reimburse the Bank for any deficiency forthwith.

14. 掛失止付  
Notice of Loss

支票遺失、滅失或被竊時，存款人應依規定辦理掛失止付手續，如因拒絕支付已掛失之支票或未能即時辦理掛失止付致生之損失，除 貴行有故意或重大過失外， 貴行概不負責。存款人原留於印鑑卡上之印鑑遺失或被盜時，存款人亦應即以書面通知 貴行請求暫停付款、取款並變更印鑑。對於 貴行接獲並認知存

款人書面通知及上述之請求前之付款，除 貴行有故意或重大過失外， 貴行概不負責。

In case where a signed check is lost, destroyed, or stolen, the Depositor must register with the Bank for notice of loss in accordance with the relevant regulations so that payment can be stopped. Unless the Bank has gross negligence or willful misconduct, the Bank will not be responsible for any loss resulting from non-payment of such check or from a stop payment notice not placed in time. If the seal registered on the signature card is lost or stolen, the Depositor shall notify the Bank in writing and request the Bank to stop payment and withdrawal, and to change the seal registered on the signature card immediately. Unless the Bank has gross negligence or willful misconduct, the Bank is not responsible for payments and withdrawals made prior to the Bank's acknowledgement of the Depositor's written notice and the request above-mentioned.

#### 15. 起息金額及計息單位

##### Minimum Deposit Amount Eligible for Interest and Interest Calculation Basis

活期存款未達起息金額者，不予計息。新臺幣及外幣活期存款各幣別之起息金額及計息單位詳如附表一。

In case where the amount in the demand deposit account is less than the minimum deposit amount eligible for interest, no interest will be accrued for such account. Minimum deposit amount eligible for interest and interest calculation basis for New Taiwan Dollars' demand deposit and for various foreign currencies demand deposit is listed as Table 1 attached hereto.

#### 16. 利息

##### Interest

除支票存款外，存款之利息應依下列方式計算：

##### (1) 活期存款

活期存款之利息按日息計算，以每日存款餘額（未達計息單位之存款尾數不予計息）加總乘以 貴行牌告利率再除以 365/360 日（註）計算得之，於每年六月二十日及十二月二十日結算，並於次一營業日滾入存戶。

##### (2) 定期存款

定期存款之利息以實存日數計算，以本金乘以定存利率及實存日數再除以 365/360 日（註）計算得之，依與存款人之約定按月支付或到期支付。

註：新臺幣存款以 365 日計算；外幣存款則依各幣別之國際慣例以 365 日或 360 日計算。

Except for checking account, interest of the deposit shall be accrued on the following basis:

##### (1) Demand Deposit Account

Interest of the demand deposit account shall be accrued on daily basis. Such interest shall be calculated in accordance with the following method: total daily balance of the deposit (where the fractional number of the deposit amount in the demand deposit account is less than the interest calculation basis, no interest will be accrued for such fractional number) multiplied by the then prevailing rate posted by the Bank, and then divided by 365 or 360 days (please refer to the Note below). Interest shall

be calculated and settled on June 20 and December 20 of each year and then credited to the Depositor's account on the following business day.

(2) Time Deposit Account

Interest of the time deposit account shall be accrued on the basis of actual number of days elapsed. Such interest shall be calculated in accordance with the following method: principal multiplied by the applicable rate of the time deposit multiplied by actual number of days elapsed, and then divided by 365 or 360 days (please refer to the Note below). Interest accrued on the time deposit account, is payable monthly or on the maturity date according to the instruction of the Depositor.

Note: NTD deposit interest shall be calculated on the basis of 365 days a year; foreign currency deposit interest shall be calculated on the basis of either 365 or 360 days depending on international practice for such currency.

17. 稅捐扣繳

Tax Withholding

存戶存款產生利息時，由 貴行依財政部核定之各類所得扣繳率標準之規定、其他任何適用之國內外法令規定（包括但不限於美國「外國帳戶稅收遵從法 Foreign Account Tax Compliance Act」及其修訂或替代之法律，以下簡稱「FATCA 法案」），以及中華民國政府與外國政府或主管機關所簽訂之協議、協定等扣繳稅款。

When there is any interest earned by the Depositor's deposit account, the Bank shall withhold taxes in accordance with the Standards of Withholding Rates for Various Incomes approved and promulgated by the Ministry of Finance, any other applicable domestic and foreign laws and regulations (including but not limited to the USA "Foreign Account Tax Compliance Act", and its amendments or replacements, hereinafter referred to as "FATCA"), and the agreements or protocols signed between the ROC government and foreign governments/competent authorities.

18. 合約終止

Termination

存款人與 貴行均有隨時停止存戶往來及終止本約定書的權利，並於終止之通知到達時發生效力。本約定書終止後， 貴行應將存款餘額退還存款人。本約定書項下各種存款， 貴行得用以抵銷存款人積欠 貴行或 貴行之其他分行之已到期之各種貸款本息或其他任何欠款。

Both the Depositor and the Bank have the right to close the account and terminate this Agreement at any time. The notice to terminate this Agreement shall take effect upon arrival. After termination of this Agreement, the Bank will pay to the Depositor the amount of the credit balance in the account(s). The Bank may set-off any sum or sums standing to the credit of any one or more of the accounts under this Agreement in or towards satisfaction of any of the Depositor's liabilities to the Bank, and its other branches, whether such liabilities are already due or become due.

19. 不可抗力情事



## Force Majeure

存戶存款限於 貴行償付。 貴行因匯兌或移轉之限制、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行本約定書之義務時，不負任何違約責任， 貴行之其他分行、子公司或關係企業亦無須負擔任何責任。

This obligation is payable solely at the Bank. The Bank shall not be liable for the non-performance hereunder due to restrictions on convertibility of exchange rate or transferability, requisitions, involuntary transfers, acts of war or civil strike, or other similar causes beyond its control, in such circumstances, no other branch, subsidiary, or affiliate of Mizuho Bank, Limited shall be responsible therefore.

## 20. 資料蒐集、處理、利用及傳輸/國際傳輸

### Collection, Processing, Usage and Transmission/International Transmission of Information

存款人茲聲明瞭解並同意 貴行得因與存款人之各項交易所需、貴行營業登記項目或章程所定業務之需要、貴行轉讓資產或進行併購、貴行風險控管所需、貴行為遵循有關銀行防制洗錢及打擊資助恐怖主義、日本排除反社會勢力、美國經濟制裁及 FATCA 法案等相關規定之目的，或依其他適用之國內外相關法令，自行或委託第三人蒐集、處理及利用存款人開戶、帳戶往來、票據信用及其他相關資料（以下簡稱「存款人帳戶資料」），或傳輸/國際傳輸存款人帳戶資料予 貴行之總行、其他分行、總行所屬瑞穗金融控股公司（Mizuho Financial Group, Inc.）、與 貴行有業務往來之機構、金融同業、受託處理 貴行業務之機構、票據交換所、財金資訊股份有限公司、中央存款保險股份有限公司、財團法人金融聯合徵信中心及其會員及國內外政府機關等，供其蒐集、處理、利用及傳輸/國際傳輸，貴行並得自該等機構或機關收受其所蒐集之存款人帳戶資料。

存款人為自然人者，茲聲明並確認 貴行已於蒐集存款人個人資料時，依個人資料保護法相關規定就蒐集個人資料之目的、類別及利用之期間、地區、對象及方式等內容進行詳盡之告知，且同意 貴行得在告知內容之範圍內，自行或委託第三人蒐集、處理、利用或傳輸/國際傳輸存款人帳戶資料，存款人並同意 貴行得自前段所述機構或機關收受其所蒐集之存款人帳戶資料。

存款人依本約定書提供予 貴行之任何第三人個人資料（例如存款人之負責人、被授權人、法定代理人、股東等），存款人已確實依個人資料保護法相關規定對該第三人進行告知，且該第三人已同意存款人將其個人資料提供予 貴行，由 貴行自行或委託第三人依本約定書及其他相關法令進行處理、利用及傳輸/國際傳輸。

存款人茲聲明已詳閱本條約定及「日商瑞穗銀行依『個人資料保護法』法定告知書」，並確認依本約定書提供予 貴行資料之正確性與真實性；如提供予 貴行之資料有所變更或登載錯誤時，存款人應立即主動通知 貴行變更或更正之內容，並提供相關佐證資料。

The Depositor hereby acknowledges and consents that the Bank may, for the needs of each transaction with the Depositor or in the Bank's registered business scope or the business specified in the Bank's Articles of Incorporation, for the needs of the Bank's asset transfer or merger and acquisition or risk management, for the purpose of the



Bank's compliance with the laws and regulations relating to anti-money laundering and combating terrorism financing, eliminating anti-social forces of Japan, USA economic sanctions and FATCA, or complying with other relevant applicable domestic and foreign laws and regulations, itself or by outsourcing to a third party, collect, process and use the account opening information, account transaction information, check credit information and other relevant information of the Depositor (hereinafter referred to as the "Depositor's Account Information"), or transmit or internationally transmit the Depositor's Account Information to the Bank's head office, other branches, Mizuho Financial Group, Inc. (to which the head office belongs), any institution that has transaction with the Bank, other financial institutions, the institutions to which the Bank outsources, The Taiwan Clearing House, Financial Information Service Co., Ltd., Central Deposit Insurance Corporation, Joint Credit Information Center and its members, and domestic and foreign governmental agencies, to enable them to collect, process, use and transmit/internationally transmit Depositor's Account Information. The Bank may also receive the Depositor's Account Information collected by said institutions or agencies.

Where the Depositor is an individual, the Depositor hereby acknowledges and confirmed that, while collecting the personal information of the Depositor, the Bank has, in accordance with the relevant provisions under Personal Information Protection Act, detailedly notified the Depositor of certain items including, amongst others, purpose and categories of the personal information to be collected, and the time period, area, target and manner that the personal information will be used. The Depositor hereby consents that the Bank may, within the scope notified to the Depositor, itself or by outsourcing to a third party, collect, process, use and transmit/international transmit the Depositor's Account Information. The Depositor further consents that the Bank may receive the Depositor's Account Information collected by the preceding institutions or agencies.

Regarding the personal information of any third party (such as the Depositor's responsible person, authorized person, legal representative, shareholder(s), and so forth) provided by the Depositor to the Bank pursuant to this Agreement, the Depositor shall have duly notified such third party pursuant to the relevant provisions of the Personal Information Protection Act, and such third party shall have consented to the Depositor's provision of his/her personal information to the Bank for the Bank, itself or by outsourcing to a third party, to process, use and transmit/internationally transmit such information pursuant to this Agreement or other relevant laws and regulations.

The Depositor hereby represents that it has clearly reviewed this provision and the "Notification from Mizuho Bank made in accordance with Personal Information Protection Act", and confirms the correctness and truth of the information that it provided to the Bank pursuant to this Agreement. If there is any change or error on the record of the information provided by the Depositor to the Bank, the Depositor shall actively and immediately inform the Bank of the changed and corrected information, and provide relevant supporting documents.

## 21. 稅務法規遵循之約定條款 Compliance with Tax Laws

(1)存款人瞭解並同意，貴行因遵循美國 FATCA 法案、與美國國稅局所簽署之相關協議（以下簡稱「協議」）及中華民國主管機關所簽署之跨政府協議（Intergovernmental Agreement，以下簡稱「IGA」）之相關規定，或受美國國稅

局或其他主管機關要求，須提供 貴行客戶中屬於美國公民、綠卡持有人或其他美國稅法定義之稅務居民之相關資訊（包含但不限於姓名、地址、美國稅籍編號、美國實質股東資訊、帳號、帳戶餘額及交易明細等資訊）時，存款人有義務依 貴行之請求，立即向 貴行提供相關資訊及文件，並確認提供之資訊及文件之真實性與正確性。

- (2)存款人瞭解並同意，就其 FATCA 法案身分類別，應主動據實告知並提供，或依 貴行要求提供相關文件、資訊予 貴行。嗣後存款人之 FATCA 法案身分類別倘有變更，應於變更後 30 日內主動以書面告知並提供變更後之資料及證明文件予 貴行；如存款人不同意提供相關資訊、未據實履行告知義務、或嗣後撤回同意提供表示存款人身分類別之相關文件，貴行得依 FATCA 法案、協議或 IGA 之相關規定辦理。
- (3)存款人拒絕提供表示其 FATCA 法案身分類別之相關文件，或拒絕配合 貴行依 FATCA 法案規定申報，而被列為 FATCA 法案「不合作帳戶」時，存款人同意 貴行得暫時停止或終止相關服務，並依據 FATCA 法案、協議或 IGA 規定，採取必要之措施。
- (4)如存款人未履行或拒絕履行存款人於本條約定之任何義務，存款人同意賠償因存款人未遵守相關法令（包括但不限於 FATCA 法案），而使 貴行遭受之任何支出、損失、賠償、罰款，扣繳稅額或其他稅負或其他相關款項。
- (5)本約定條款如有未盡事宜，悉依 FATCA 法案、協議或 IGA 相關規定及其他適用之相關法令辦理。

- (1) The Depositor hereby acknowledges and consents that, in the event that the Bank, due to the Bank's compliance with relevant provisions of FATCA, the agreement(s) signed with the USA Internal Revenue Service (hereinafter referred to as "Agreements"), or the Intergovernmental Agreement signed by the ROC government (hereinafter referred to as "IGA"), or due to the requests from the USA Internal Revenue Service or other competent authorities, has to provide relevant information (including but not limited to the name, address, Tax Identification Number, information of USA substantial shareholder, account number, account balance and transaction details) of its clients who are US citizens, green card holders or other US tax residents defined under the USA tax laws, the Depositor shall be obligated to promptly provide relevant information and documents per the Bank's requests, and confirm the correctness and truth of the information and documents provided.
- (2) The Depositor hereby acknowledges and consents that, it shall actively notify and provide, or provide per the Bank's requests, relevant documents and information to the Bank, based on its identity type under FATCA. If the Depositor's identity type under FATCA changes afterwards, the Depositor shall actively notify the Bank in writing within 30 days after the changes, and provides changed information and supporting documents to the Bank. In the event the Depositor refuses to provide relevant information, or does not faithfully fulfill notification obligation, or revokes its consent of providing relevant documents which show the identity of the Depositor afterwards, the Bank may take any actions in accordance with the relevant provisions of FATCA, Agreements or IGA.
- (3) In the event that the Depositor refuses to provide relevant documents that show its identity type under FATCA, or refuses to cooperate with the Bank for the reporting in

accordance with FATCA, and is thus classified as a “recalcitrant account” under FATCA, the Depositor hereby agrees that the Bank shall be entitled to temporarily suspend or terminate relevant services, and take any necessary action in accordance with the provisions of FATCA, Agreements or IGA.

- (4) In the event that the Depositor fails to fulfill or refuses to fulfill any obligations as specified in this Article 21, the Depositor agrees to compensate to the Bank any expenditures, loss, damages, fines, tax withholdings, or other taxes or other relevant amounts that is incurred to the Bank due to the Depositor’s non compliance with the relevant laws and regulations (including but not limited to FATCA).
- (5) For any matters not provided for in this Article 21, FATCA, Agreements, IGA, and other applicable laws and regulations shall govern.

## 22. 防制洗錢及打擊資助恐怖主義及排除日本反社會勢力

### Anti-Money Laundering and Combating Terrorism Financing, and Eliminating Anti-Social Forces of Japan

為防制洗錢及打擊資助恐怖主義及排除日本反社會勢力之目的，於下列情形時，貴行得拒絕業務往來或逕行關戶：

- (1) 倘存款人為受經濟制裁、外國政府或國際洗錢防制組織認定或追查之恐怖份子或團體者（包括但不限於日本反社會勢力份子），或
- (2) 存款人於本約定書下之任何帳戶或交易服務涉及違法、不正當、異常或其他類似之交易或行為者（包括但不限於洗錢、詐欺，或將帳戶、存摺等借予他人使用等）。

倘存款人不配合 貴行依法令或執行業務上所進行之相關措施，包括但不限於不配合 貴行定期審視，或對交易之性質與目的或資金來源不願配合說明等， 貴行得暫時停止交易，或暫時停止或終止業務關係。

For the purpose of anti-money laundering and combating terrorism financing, and eliminating anti-social forces of Japan, in the event of any following circumstances, the Bank may terminate the business relationship or close the bank account directly:

- (1) In the event that the Depositor is a terrorist or a terrorist group that has been imposed by economic sanction, or has been deemed or tracked down by foreign government or international anti-money laundering organization as terrorist or terrorist group (including but not limited to anti-social forces of Japan); or
- (2) In the event that any account or transactional service of the Depositor under this Agreement involves illegal, improper, abnormal transaction, or other similar transactions or actions (including but not limited to money laundering, fraud, or providing the bank account or deposit book for the others’ use).

If the Depositor does not cooperate with the Bank’s relevant actions that are taken in accordance with the relevant laws and regulations or for the Bank’s business operation, including but not limited to cooperating with the Bank’s periodic review, or disagreeing to explain the nature and purpose of the transaction and financing source, the Bank may temporarily suspend any transaction, or temporarily suspend or terminate the business relationship with the Depositor.

## 23. 修改

### Amendment

除本約定書另有約定外，本約定書條款如有增刪修改時，如為本約定書第十五條之規定者，應於變更前六十日，如為其他條款者，應於變更前三十日，於 貴行營業大廳或於 貴行網站上公告，前揭公告應以顯著明確文字載明其變更事項、新舊條款內容，並告知倘存款人未於變更生效前表示異議並親自至 貴行辦理終止本約定書，視同存款人同意該增刪修改之約定書條款。

Unless otherwise provided for in this Agreement, if this Agreement needs any addition, deletion or alteration, where such amendments are related to Article 15 of this Agreement, the same shall be notified by the Bank 60 days before the amendments, or otherwise 30 days before the amendments, by public announcement at its business offices or on its website. Such announcement shall clearly specify the amended items, the original and amended provisions, and advise the Depositor that if the Depositor does not object to the amendments and terminate this Agreement before the amendments have become effective, the Depositor will be deemed to have accepted such addition, deletion or alteration.

## 24. 準據法／合約文字

### Governing Law/Language

本約定書以中華民國法律為準據法。本約定書於中文與英文在意義上若有歧異時，應以中文為準。

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the ROC. If there is any discrepancy in meaning between the English and Chinese versions of this Agreement, the Chinese version shall govern.

## 25. 管轄法院

### Jurisdiction

存款人與 貴行間因本約定書之規定涉訟時，雙方同意以日商瑞穗銀行股份有限公司\_\_\_\_\_分行所在地地方法院為第一審管轄法院，但法律有專屬管轄之特別規定者，不在此限。

Should any disputes or litigation arise over or in connection with this Agreement, the parties hereby agree that the district court where \_\_\_\_\_ Branch of Mizuho Bank, Limited is under its jurisdiction shall have the first instance jurisdiction over such dispute or litigation unless the laws provide for exclusive jurisdiction of such case.

## 26. 紛爭處理及申訴管道

### Dispute Resolutions and Complaint Channels

若有爭議發生時，存款人得向 貴行提出申訴，貴行將儘速處理回覆。 貴行申訴專線：(02) 8726-3318。

If there is any dispute, the Depositor may file a complaint to the Bank, and the Bank will handle and response as soon as possible. The Bank's complaint hotline is: (02) 8726-

3318.

## 27. 存款保險

### Deposit Insurance

存款人知悉 貴行已依存款保險條例投保存款保險，存戶之存款依存款保險條例規定，屬存款保險之標的範圍內，在主管機關所定最高保額內受存款保險保障。但國際金融業務分行之存款及結構型商品中之存款，非屬前開存款保險之標的範圍內。

The Depositor acknowledges that the Bank has acquired deposit insurance in accordance with the Deposit Insurance Act. The deposit of the Depositor shall be the insured subject of the said deposit insurance in accordance with the Deposit Insurance Act, and shall be protected by the deposit insurance within the maximum insurance coverage as determined by the competent authority. Notwithstanding the foregoing, the deposit accepted by offshore banking branches and the deposits contained in the structured financial products shall not be the insured subject covered by the deposit insurance.

## 28. 標題

### Headings

本約定書內所用之各標題，僅為方便之用，不能視為對條文內容之限制。

Section headings herein are inserted solely for convenience and are not to be construed as limitations upon the text.

## 29. 其他

### Others

本約定書如有未盡事宜，除雙方另有協議外，悉依中華民國法令、貴行及各有關機關公布之各項規章及銀行同業一般慣例辦理。

Unless the Bank and the Depositor agree otherwise, any matters not stipulated in this Agreement shall be handled in accordance with the ROC laws and regulations, the rules published by the Bank and competent authorities and the customs of local banks.

## B. 定期存款特別條款

### Additional Terms of Time Deposit Account

## 30. 到期之處理

### Disposal upon Maturity

定期存款於存期內之利率，依每筆定期存款憑證所記載之利率而定。倘存款人未於到期日前，指示 貴行即將到期之定期存款之處理方式，亦未於到期日前向貴行辦理自動續存者，則新臺幣定期存款存期屆滿後，存款人逾期提領者，自存期屆滿日起至存款人提領日之前一日止為計算期，按貴行於存期屆滿當日之活期存款牌告利率計算利息。惟計算期內 貴行活期存款牌告利率有調整者，應按調整後之牌告利率分段計息。外幣定期存款存期屆滿後不予計息。

The interest rate of the time deposit during the tenor shall be the rate as specified on the

certificate of the particular time deposit. If the Depositor does not provide the Bank with instructions on the post-maturity disposal of the time deposit nor does the Depositor apply with the Bank for automatic renewal of the said time deposit before the maturity of the time deposit, in the case of a late withdrawal of a New Taiwan Dollar time deposit, interest will accrue on the time deposit at the TWD demand deposit rate posted by the Bank on the maturity date for the period commencing on the maturity date until the previous day of the date of the Depositor's withdrawal of the time deposit. Where during the said interest accruing period, the TWD demand deposit rate posted by the Bank is adjusted, the newly adjusted rate shall apply accordingly. In case of a late withdrawal of foreign currency time deposit, no interest will accrue thereon on and after the maturity date.

31. 到期提領  
Withdrawal Upon Maturity

定期存款到期而為提領時，存款人應持留存之印鑑、身分證或事業團體證照（證照如係影印本應加蓋該存款人印章並提示負責人身分證），或經 貴行同意之其他文件領取本息。

Upon the maturity and withdrawal of the time deposit, the Depositor shall present his/its seal, I.D. card or business license (if a photocopy of the business licensee is presented, such copy shall bear the seal of the Depositor and the I.D. card of its responsible person) or other documents agreed by the Bank, for withdrawal of the principal and the interest on this deposit.

32. 約定自動續存  
Automatic Renewal Based On Prior Arrangement

存款人與 貴行已約定定期存款到期自動轉期續存者，續存之存期應與原存期相同，續存之利率應依續存當日 貴行就同一幣別及存期之牌告利率（或存款人與貴行另行約定之利率）訂定。自動續存不以一次為限。存款人如擬終止定期存款自動續存之約定，應於定期存款到期之至少二個銀行營業日前通知 貴行。

If the Depositor and the Bank have agreed to automatically renew the time deposit upon maturity, the tenor of the renewed time deposit shall be the same as that of the original time deposit, and the interest rate applicable to the renewed time deposit during the tenor shall be the then interest rate posted by the Bank on the renewal date for a time deposit with the same currency and tenor as those of the renewed time deposit (or shall be other interest date as separately agreed upon by the Depositor and the Bank). The aforesaid automatic renewal of the time deposit may be applied more than once. The Depositor may at his/her discretion terminate the arrangement for automatic renewal of the time deposit, provided however that the Depositor shall notify the Bank of such termination at least two business days before the maturity of the time deposit.

33. 逾期轉期續存  
Renewal of Deposit After Maturity



定期存款存期屆滿後一個月內，存款人申請轉期續存者，得自原存期屆滿之日起計算續存利息；定期存款存期屆滿逾一個月後，存款人申請轉期續存者，應自續存之日起計算續存利息，續存利息之利率由存款人及 貴行另行議定之，而原存期屆滿之日起至轉期續存之前一日止之利息，如為新臺幣定期存款，依本約定書第30條計算；如為外幣定期存款，該期間不予計息。

If the Depositor, within one month after the maturity of the time deposit, applies to renew the said time deposit, the interest on the renewed time deposit shall accrue retroactively from the maturity date. If the Depositor's application for renewing the time deposit is filed more than one month after the maturity of the time deposit, the interest on the renewed time deposit shall accrue from the date of the renewal of the time deposit. The interest rate applicable to the renewed time deposit shall be separately negotiated by the Depositor and the Bank. The interest of the time deposit accrued from the maturity date until the previous day of the renewal of the time deposit shall be calculated in accordance with Article 30 of this Agreement. In case of a foreign currency time deposit, no interest will accrue during such period.

#### 34. 中途解約 Early Termination

倘存款人擬於定期存款之存期屆滿前提前解約者，應於七個營業日前事先通知 貴行(未於七日前通知者，經 貴行同意亦得辦理)，且應將存款全部一次結清。定期存款中途解約者，其利息按其實際存款期間，以存入或續存當日之牌告利率打八折計算(貴行就該筆定期存款之幣別若無牌告利率者，由雙方另議)，但實際存款期間未滿一個月者，不予計息。

The Depositor may terminate the time deposit before the scheduled maturity by giving a 7- business day prior notice to the Bank (or with the Bank's consent in the event of the Depositor's failure to comply with the said notice requirement). Upon the termination of the time deposit, all the remaining deposit shall be returned to the Depositor in a lump sum, and the interest accrued on the terminated time deposit during the actual deposit period shall be calculated at the rate of 80% of the interest rate posted by the Bank on the first day of the original or renewed tenor of the terminated time deposit for a time deposit with a tenor equivalent to the actual deposit period of the terminated time deposit (if no interest rate is posted by the Bank for the particular currency, the Depositor and the Bank shall separately negotiate on the applicable interest). If until the date of termination the actual deposit period is less than one month, no interest is payable on the terminated time deposit.

### C. 外幣存款特別條款

#### Additional Terms of Foreign Currency Deposit Account

#### 35. 匯率風險 Exchange Risk

因遲延收受任何幣別或因匯率改變而生的任何成本，除可歸責於 貴行外，均由存款人負責。

Any costs incurred as a result of any delays in receipt of payments for any currency or changes in exchange rates resulting from delays, unless the costs are attributable to the Bank, shall be for the account of the Depositor.

### 36. 外幣存款收受及提領

#### Accept And Withdrawal of Foreign Currency Deposit

- (1) 關於外幣存款，存款人不得存入或提領外幣現金。
  - (2) 存款人提領外幣定期存款時， 貴行得基於存款人之請求，依貴行所訂定之匯率，以定期存款憑證內所記載貨幣以外之其他貨幣，以現金以外之方式支付。
  - (3) 存款人提領外幣存款時， 貴行得依 貴行所訂定之匯率，以與擬提領外幣金額相當之新臺幣現金支付。
  - (4) 前項規定不適用於國際金融業務分行。依國際金融業務條例規定，國際金融業務分行辦理外幣存款不得收受外幣現金，亦不得將外幣存款兌換為新臺幣提領。
- (1) The Depositor may not deposit in the Bank or withdraw from the Bank any cash of foreign currency.
  - (2) When the Depositor withdraws the foreign currency time deposit, the Bank may, upon the Depositor's request, return the deposit by a non-cash payment in the currency different from that specified on the certificate of the time deposit at the exchange rate published by the Bank.
  - (3) When the Depositor withdraws the foreign currency deposit, the Bank may pay the Depositor in cash of New Taiwan Dollars at the exchange rate published by the Bank.
  - (4) The aforesaid provisions shall not be applicable to the offshore banking units. In accordance with the Offshore Banking Act, the offshore banking units accepting foreign currency deposits may not accept foreign currency in cash nor allow the withdrawal of foreign currency deposits in New Taiwan Dollars.

### D. 支票存款特別條款

#### Additional Terms of Checking Account

### 37. 開戶文件及變更通知

#### Documents for Opening Checking Account and Notice of Change

存款人開設支票存款帳戶時，除應檢具本約定書第二條所示文件外，並應填具支票領用單交付 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，發給存款人空白票據。

存款人如為法人戶，其名稱或負責人變更，而未依本約定書第二條有關文件內容變更之規定辦理時，於 貴行發現該項情事並通知存款人辦理變更手續，而存款人逾一個月未辦理者， 貴行得終止本約定書，並通知存款人結清帳戶。

In opening checking account at the Bank, the Depositor shall provide the documents set forth in the Article 2 hereof and a receipt for checkbooks to the Bank. After checking Depositor's credit with the Clearance House and upon approval by the Bank, blank checkbooks will be issued to the Depositor.

If the depositor is a juridical person and does not notify the Bank of its name change or change of representative's name in accordance with Article 2 hereof, the Bank may terminate this Agreement and notify the Depositor to close the account if the Depositor fails to give such notification within one month after the Bank discovers such changes and requests the Depositor to conduct the change procedure.

38. 委託擔當付款約定書  
Agreement for the Appointment of Paying Agent

存款人以 貴行為付款人而承兌匯票及／或簽發本票時，應先訂立委託 貴行為擔當付款人之約定書，否則支票帳戶內雖有足數之餘額， 貴行得以未受委託擔當付款為理由而拒絕付款。如支票帳戶內餘額不足時， 貴行得視同存款餘額不足而為退票之處理。

If the Depositor uses the Bank as a paying agent for his bills of exchange accepted and/or promissory notes issued by the Depositor, he shall first enter into an agreement with the Bank appointing the Bank as the paying agent. Without the said agreement, the Bank may dishonor payment on the ground of not being appointed as a paying agent even if there are sufficient funds in the Depositor's checking account. In case the funds therein are insufficient, the bills of exchange accepted and/or promissory notes issued by the Depositor will be dishonored for insufficient funds.

39. 支票用紙  
Check Forms

除非事先取得 貴行之同意，存款人於提取存款時必須以新臺幣為金額開具 貴行所提供之支票用紙。所有申請及領用支票簿必須憑存款人原留存 貴行之印鑑或簽名為之。

Unless otherwise agreed to by the Bank, checks are to be drawn only in NT Dollar with the check forms provided by the Bank. All applications and receipts for checkbooks must bear the Depositor's seal or signature registered with the Bank.

40. 支票帳戶不計息  
No Interest

支票帳戶一律不予計息。

The Bank pays no interest for the checking account.

41. 支付順序  
Payment Order

貴行對於執票人提示之支票，一律按提示之順序支付之。倘同一或不同執票人

同時提出多張支票時，得由 貴行排列支付順序。

The Bank will always make the payment of the checks in accordance with the order of their presentation by the holder. If more than two checks are presented by the same or different holders at the same time, the order of the payment of the checks may be arranged at the option of the Bank.

#### 42. 定義

##### Definition

本支票存款特別條款所用名詞定義如下：

The following terms as used in these terms shall have the meaning set forth below:

- 一、「退票」：指金融業者對於提示之票據拒絕付款，經填具退票理由單，連同票據，退還執票人之謂。
  - 二、「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。
  - 三、「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。
  - 四、「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。
  - 五、「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。
  - 六、「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。
  - 七、「拒絕往來」：指金融業者拒絕與票據信用紀錄顯著不良支票存款戶為支票存款往來之謂。
1. "To bounce a note" means that a financial institution that refuses to honor a note upon the presentation thereof, and after preparing a memo stating the reasons for the refusal, returns the bounced note, together with the memo, to the bearer of the note.
  2. "Redemption" means that by repayment of the amount payable or any other means in an effort to eliminate the debt of a bounced note, a depositor redeems the bounced note and the memo of the reasons therefore issued by a financial institution on the grounds of the insufficient deposit at the financial institution, the incorrect seal print on the note, appointment of a financial institution as the paying agent without the consent of the financial institution, or the cancellation of the appointment before the deadline of the presentation of the note.
  3. "Lodgment" means that after a note was bounced due to insufficient deposit, the depositor pays the amount of the note into its account at the financial institution who bounces the note, and applies to the financial institution for debiting the amount as "other account payable" available for payment.
  4. "Full payment upon re-presentation" means that a note is presented again after it was bounced, and is fully paid by the relevant checking account or the other account payable.

5. "Recordation" means that in case a checking account has a record of a bounced note, redemption or any other facts concerning the check credit of the account, the clearing house shall note down accordingly for inquiry.
6. "Termination of appointment as a guarantee payer" means that a financial institution terminates the appointment whereby it acts as a guarantee payer of a promissory note issued by a depositor.
7. "Repulsion from current account" means that a financial institution refuses to deal with a depositor, whose check credit record is noticeably poor, as a checking account.

43. 本票

Promissory Notes

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，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。

When the Depositor issues a promissory note that is provided by the Bank to the Depositor and indicates the Bank as the guarantee payer, the Bank shall honor the promissory note with the money from the Depositor's account in the Bank.

When a bearer of a promissory note referred to in the preceding paragraph presents the promissory note for payment beyond the deadline of the presentation thereof, but is not later than three (3) years from the maturity of the promissory note (or from the date of issue, in the case of a promissory note at sight), and the Depositor does not cancel his or her appointment of the Bank for payment, and there is nothing preventing the Bank from making payment, the Bank may effect the payment.

When a promissory note issued by the Depositor is not duly honored due to insufficient deposit in his/her account or incorrect seal, the dishonored record shall be calculated together with the dishonored record of checks.

44. 手續費

Service Charge

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 note issued by the Depositor is not duly honored due to insufficient deposit, the Bank may charge the Depositor service fee.

The service fee referred to in the preceding paragraph shall not exceed 150% of the service fee that the clearing house charges the Bank.

45. 註記

Recordation

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。

Within three (3) years from the date following the day on which a check issued by the Depositor or a promissory note issued by the Depositor and with the Bank as the paying agent was bounced, if the Depositor has taken any measure of redemption, lodgment, full payment upon re-presentation, or any other actions concerning check credit, the Depositor may apply to the Bank for transmit the same to the clearing house for a recordation in accordance with the Notes Regarding Recordation of the Check Credit of Checking Account Depositors.

#### 46. 限制或停止發給空白支票、本票

##### Limitation or Suspension of Issuing Blank Checks, Promissory Notes

存款人如有下列情事之一者， 貴行得限制發給空白支票及空白本票：

- (1) 已發生存款不足退票情事或經常於退票後再辦理清償贖回、提存備付或重提付訖者。
- (2) 使用票據有其他不正常之情事者。

貴行為前項限制時，應以書面告知限制之理由；對於限制理由，存款人認為不合理時，得向 貴行提出申訴。

存款人在 貴行開立之存款帳戶被扣押時， 貴行得停止發給空白支票及空白本票，但被扣押之金額經 貴行如數提存備付者，不在此限。

The Bank may limit its issuance of blank checks and promissory notes to the Depositor if any of the following events occurs to the Depositor:

- (1) Where the Depositor's check or promissory note has been bounced, or where the Depositor often remedies its bounced checks or notes by means of redemption, lodgment, or full payment upon re-presentation; or
- (2) Where any other unusual events occur to any checks or notes used by the Depositor.

When the Bank imposes the limitation referred to in the preceding paragraph, it shall notify, by written notice, the Depositor of the reasons therefore. If the Depositor considers that the reasons are not justifiable, it may file a complaint with the Bank.

When the deposit account opened by the Depositor at the Bank is under a legal attachment, the Bank may suspend its issuance of any blank checks or promissory notes to the Depositor, unless the attached amount is recovered in full by the Depositor by means of lodgment.

#### 47. 終止擔當付款人之委託

##### Termination of Appointment

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 接獲貴行終止通



知後之一個月內，返還剩餘空白本票。

In case that a promissory note issued by the Depositor with a financial institution where the Depositor has opened a checking account as the paying agent was bounced upon presentation by a bearer of the promissory note due to the cancellation of payment appointment prior to the deadline of presentation, and that the Depositor failed to have the recordation of redemption, lodgment or full payment upon re-presentation, if such failure occurs three times within one year, the Bank may terminate the Depositor's appointment of the Bank as a paying agent for three (3) years starting from the Bank's receipt of a notice of the said failure from the clearing house.

The Depositor shall return the remaining blank promissory notes to the Bank within one month after receipt of the Bank's notice of termination of being paying agent for the Depositor referred to in the preceding paragraph.

#### 48. 拒絕往來

##### Repulsion from Current Account

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 case that a promissory note or a check issued by the Depositor is bounced by any of the financial institutions where the Depositor has opened a checking account due to any of the following reasons, and that the Depositor fails to have the recordation of redemption, lodgment or full payment upon re-presentation, if such failure occurs three times within one year, or in case that the Depositor is conclusively convicted for criminal offense in connection with misuse of notes or checks, the Bank may refuse to deal with the Depositor for three (3) years starting from the Bank's receipt of a notice of the said failure from the clearing house:

- (1) Insufficient amount of deposit;
- (2) Incorrect seal of the drawer; or
- (3) Appointment of a financial institution as a paying agent without that financial institution's consent.

The record of a bounced note due to any of the reasons referred to above shall be counted individually rather than collectively.

#### 49. 終止支票存款往來約定之處理

##### Effect of Suspension of Checking Account Relationship

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，存款人應於接獲貴行終止通知後之一個月內，結清帳戶並返還剩餘空白支票及本票。

When the Depositor is named an account refused by any financial institutions, or when the checking account deposit agreement between the Depositor and a financial institution is terminated due to any other reason, the Depositor shall, within one month after receipt of the Bank's termination notice, settle the account and return the blank checks and promissory notes.

50. 公司重整之暫予恢復往來

**Temporary Resumption of Account Upon Reorganization of Company**

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 and is ruled by a court for reorganization prior to the expiration of the repulsion period, the Depositor may apply to the Bank for referring the Depositor's reorganization to the clearing house for recordation. The Bank may temporarily resume transactions with the Depositor after the said recordation.

If a note or a check issued by the Depositor as referred to in the preceding paragraph is dishonored during the period starting from the date of temporary resumption of transactions to the expiration of the repulsion period, the Bank may refuse to deal with the Depositor for three(3) years starting from the Bank's receipt again of a notice of the above dishonor from the cleaning house.

51. 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。

After having been refused by a financial institution, with the Bank's consent, the Depositor may, in either of the following events, resume transactions with the Bank and open a new account at the Bank:

(1) Where the repulsion period expires; or

(2) Where the dishonored notes or checks that caused the repulsion and other dishonored notes or checks that occurred after the repulsion have all been settled by means of redemption, lodgment or full payment upon re-presentation, and such records has been noted.

52. 彙整資料及提供查詢

**Compilation of Information and Availability for Inquiry**

存款人同意貴行以票據交換所為彙整退票紀錄及拒絕往來資料處理中心，並同

意該所將存款人之退票紀錄、被列為拒絕往來戶及其他有關票據信用之資料，提供予他人查詢。

The Depositor agrees that the Bank may use the clearing house as the center for handling compilation of the bounced note record and repulsion information of the Depositor. The Depositor also agrees that the record of its bounced notes and information regarding the Depositor being a refused account, as well as any other information relating to the Depositor's check credit may be made available for inquiry by other persons.

存款人茲確認，貴行確依消費者保護法之規定給予存款人充份合理期間審閱本約定書，且存款人充分瞭解本約定書之內容並願確實遵守。

**The Depositor hereby confirms that the Bank has provided the Depositor with a reasonable time for review of this Agreement in accordance with the Consumers Protection Law and that the Depositor fully understands all of the terms and conditions of this Agreement and agrees to comply with them.**

存款人：\_\_\_\_\_

Depositor:

簽章：\_\_\_\_\_

Signature and Seal:

地址：\_\_\_\_\_

Address:

日期：\_\_\_\_\_

Date:

銀行處理欄 (For Bank Use Only)

影本交付記録 (擇一)
<input type="checkbox"/> 限時掛號郵寄交付 (掛號: No. _____)
<input type="checkbox"/> 親收簽收處 _____

課長	担当

SAMPLE

附表一

Table 1

活期存款起息金額一覽表

Minimum Deposit Amount Eligible for Interest

幣 別 Currency	活 期 存 款 Demand Deposit Amount
新臺幣 NTD	100,000
日圓 JPY	300,000
美元 USD	3,000
歐元 EUR	3,000
英鎊 GBP	3,000
瑞士法郎 CHF	5,000
港幣 HKD	30,000
澳幣 AUD	5,000
加拿大幣 CAD	5,000
新加坡幣 SGD	5,000
泰銖 THB	300,000
瑞典幣 SEK	30,000
丹麥幣 DKK	30,000
挪威幣 NOK	30,000
人民幣 CNY	30,000
俄羅斯盧布 RUB	100,000

註:超過起息金額者，新臺幣以百元為計息單位；外幣除日圓以萬元為計息單位外，其他幣別以百元為計息單位

Note: In case where the demand deposit amount exceeds the minimum deposit amount eligible for interest, interest on New Taiwan Dollars is calculated on one hundred dollar basis. For foreign currencies, except interest on Japanese Yen is calculated on a ten thousand Yen basis, interest on other foreign currencies should be calculated on one hundred dollar basis.

附件一之一  
**Attachment 1-1**

茲依據本約定書第二條之規定，存款人茲檢具以下各文件：

In pursuance of Article 2 of this Agreement, the Depositor hands the Bank herewith:

1. (     ) 經濟部公司登記證明書  
Registration Card issued by the Ministry of Economic Affairs
2. (     ) 公司代表人資格證明  
Certificate of Responsible Person
3. (     ) 負責人身份證／護照影本／外國人居留證影本  
Photocopy of I.D. Card/Passport/Resident Certificate of the Responsible Person
4. (     ) 印鑑卡  
Signature Cards (Form Provided)
5. (     ) 存款人為自然人者，其身份證影本  
For the individual depositor, his/her Photocopy of I.D. card
6. (     ) 其他  
Others



附件一之二  
**Attachment 1-2**  
國際金融業務分行存款人專用  
For Offshore Banking Unit Taiwan Depositor

茲依據本約定書第二條之規定，存款人茲檢具以下各文件：

In pursuance of Article 2 of this Agreement, the Depositor hands the Bank herewith:

任何依據存款人登記地國或居住地國相關規定得證明其身分、資格之一切相關文件，包括護照影本及公司登記資料。

Any and all documents required for identifying the Depositor in the country where the Depositor is incorporated or resides under the relevant regulations, including the Photocopy of I.D. card and the corporate documents.

附件二  
**Attachment 2**  
**聲 明 書**  
**STATEMENT**

致： 日商瑞穗銀行股份有限公司國際金融業務分行

To: Mizuho Bank, Ltd. Offshore Banking Unit Taiwan

茲聲明本公司／本人係中華民國境外之個人、法人、政府機關，即持有外國之證照，在中華民國境內無住所，上述聲明在未另以書面通知銀行變更前繼續有效。

We/I hereby represent and warrant that we are/I am an individual, juridical person or Government Institution outside the ROC (A holder of I.D. card/passport/Business Registration issued by other country) and non-resident of the ROC and the above representation will continue to be valid until a written notice of alternation to be sent to the Bank.

本公司／本人並同意於存款期間遵守中華民國法令及銀行各項章程規則及慣例。

We/I hereby also agree that We/I will maintain the account in compliance with the laws and regulations of the ROC, as well as the Bank's present or future by laws, regulations and practices.

立書人： \_\_\_\_\_

The Undersigned:

帳號： \_\_\_\_\_

A/C No:

簽章： \_\_\_\_\_

Signature/Seal:

地址： \_\_\_\_\_

Address:

身份證明或護照號碼或商業登記證號碼： \_\_\_\_\_

I.D. card/passport No./B.R. No.: