

# 存款帳戶約定事項

## 1 適用順序

- 1.1 就客戶於本行所為之存款帳戶交易，本節存款約定事項之適用順序優於總約定書之其他約定事項。
- 1.2 存款保險：本行為加入存款保險之要保機構。客戶就符合規定之存款項目及其限額內，受存款保險機制之保障。

## 2 存款

- 2.1 存入款項時，除現金外，經本行認可之票據等均得存入。
- 2.2 依前條所存入之票據等，於本行收訖全額款項後，始能起息或支用。所有為客戶兌現或存入帳戶之款項，本行係以客戶代理人之地位代收，倘因任何理由未獲付款，客戶應自行負責追償之。

本行承諾代收時，係以通常之注意為之，並無義務採取任何行動，以保全客戶對該等票據之權利。

## 3 存款利息計息及給付方式

- 3.1 新台幣存款帳戶之利息，以新台幣一萬元為起息點，係以一年 365 天為計算基礎，除法令另有規定外，均依實際天數計算，並依下列方式給付：
  - (1). 活期存款利息：按本行牌告利率計算，每日單利計息，於每月結算付息一次，並於次營業日計入本金。以自動化設備（ATM）或網路銀行等方式於營業時間外（含假日）辦理現金、轉帳及匯款存入之活期存款，皆於存入當日開始計息，計息切換點以當日下午九點為基礎，惟實際時間仍應以本行電腦系統作業時間為準。
  - (2). 定期存款利息：定期存款將依存款期限按存入當時本行牌告利率按實際存款日數計息。客戶得要求按月付息或到期付息。
- 3.2 各外幣綜合存款帳戶之起息點按幣別分別為美金、歐元、英鎊、加拿大幣、瑞士法郎、澳幣、紐幣及新加坡幣為 100 元，港幣為 1,000 元，日幣為 10,000 元，人民幣為 500 元；依國際慣例計算各幣別計息天數及計息方式，
  - (1). 活期存款：就各存款幣別，依本行牌告之利率浮動計息，每日單利計息，每年 6 月 21 日及 12 月 21 日付息並依下列規定給付：（遇假日則移至前一營業日），並於次營業日滾入本金。
  - (2). 定期存款：就各存款幣別及期限，依存入當時之本行牌告利率或依客戶與本行之議定利率計息。

## 4 遺失、滅失或被竊

支票（包括已簽發之支票及空白支票）、定存單遺失、滅失或被竊時，客戶應依本行相關規定辦理掛失止付手續；如約定印鑑遺失、滅失或被竊時，亦應辦理相關掛失手續；如因客戶未能即時依規定辦理相關手續而致受有任何損失時，客戶應自行負擔此所有之損失。

## 5 靜止戶 (刪除)

## 6 定期存款特別約定事項

- 6.1 除客戶於申請書載明需提供存單者外，本行不另發給存單。與定期存款有關由電腦印製之通知單無須有權人員之簽章。辦理解約、提款或與本存款有關之各項手續，需填寫本行指定之申請書表或以書面指示本行。客戶領有定期存款存單者，尚須憑存單辦理之。
- 6.2 客戶就定期存款為期前解約時，本行將依相關法令及本行規定辦理。臺幣定存依當期起息日存滿期數相當之牌告利率八折計息，外幣定存依原約定定存利率當期起息日當日之本行牌告利率八折計息。唯存款不足一個月而提前解約時，不予計息。
- 6.3 倘若客戶未於定存到期日前提供定存到期之本金及利息之處理指示，本行將依有關法規及本行規定辦理：
  - 6.3.1 外幣定期存款將於到期後自動解約，轉入客戶於本行相同幣別之活期存款帳戶，並以當時該幣別活期存款之利率及計息方式計息。
  - 6.3.2 新臺幣定期存款將於到期後留置於該帳戶中，並以當時新臺幣活期存款之利率及計息方式計息。如客戶於該定期存款到期日後一個月內要求續存，本行得依客戶之要求溯及自該定期存款到期日起，依當日之牌告利率開立新的定期存款。
- 6.4 有關定期存款中途解約、逾期提取或轉期續存時，利息之計算及處理辦法，除總約定書另有約定外，悉依有關法令規定辦理。

## 7 支票存款

### 7.1 名詞定義

- 7.1.1 「退票」：指金融業者對於提示之票據拒絕付款，經填具退票理由單，連同票據，退還執票人之謂。
- 7.1.2 「清償贖回」：指對於存款不足、發票人簽章不符、擅自指定金融業者為本票之擔當付款人或本票提示期限經過前撤銷付款委託等理由所退票據及其退票理由單，由支票存款戶以清償票款等消滅票據債務之方法予以贖回之謂。
- 7.1.3 「提存備付」：指存款不足退票後，支票存款戶將票款存入辦理退票之金融業者，申請列收「其他應付款」

帳備付之謂。

7.1.4 「重提付訖」：指退票後重新提示，於支票存款帳戶或其他應付款帳戶內付訖之謂。

7.1.5 「註記」：指支票存款戶如有退票紀錄、清償贖回或其他涉及其票據信用之事實時，由票據交換所予以註明，備供查詢之謂。

7.1.6 「終止擔當付款人之委託」：指金融業者終止受託為支票存款戶所簽發本票之擔當付款人之謂。

7.1.7 「拒絕往來」：指金融業者拒絕與票據信用記錄顯著不良支票存款戶為支票存款往來之謂。

## 7.2 開戶審查及開戶資料變更

7.2.1 客戶開戶時，應填具印鑑卡及票據領取證交付本行，經本行向票據交換所查詢客戶之票據信用情形，並認可後發給支票簿。

7.2.2 客戶同意將本行發給之空白支票妥為保管。

7.2.3 印鑑卡上資料如有變更，客戶應即書面通知本行，如擬變更約定印鑑，客戶須重填印鑑卡。

7.2.4 客戶之名稱或負責人變更，而未依第 7.2.3 條規定辦理時，經本行發現該情事並通知客戶辦理變更手續後，逾一個月仍未辦理變更者，本行得終止支票存款往來契約，並通知客戶結清帳戶。

## 7.3 提款

除法令另有規定外，客戶擬自本行之支票存款帳戶提領款項時，需開具本行發給之支票，並於支票上簽蓋約定印鑑。支票字跡有難於辨認或其他可能發生之紛爭時，本行不負任何責任。

## 7.4 本票

7.4.1 客戶簽發由本行所發給載明以本行為擔當付款人之本票時，由本行自客戶名下之支票存款戶內代為付款。

7.4.2 執票人提示第 7.4.1 條之本票時，雖已逾付款提示期限，但仍在該本票自到期日起算（見票即付之本票，自發票日起算）三年之內，且客戶未撤銷付款委託，亦無其他不得付款之情事者，本行仍得付款。倘因帳戶內存款不足或發票人之簽章與約定印鑑不符，致客戶所簽發之本票退票時，其退票紀錄與支票之退票紀錄合併計算。

## 7.5 票據支付順序

支票或委託本行擔當付款之本票或匯票，不論其發票日之先後，本行應按執票人提示日期之先後順序支付，倘有多張票據於同一日提示時，本行得任意排定支付順序。如本行收到客戶破產宣告之通知時，縱客戶存款足敷票據金額，本行亦得依法拒付。

## 7.6 費用之支付及代墊款之返還

7.6.1 客戶簽發之票據，因存款不足而退票時，本行得向客戶收取處理手續費及票據交換所訂定之違約金，但處理手續費不得逾越票據交換所向本行所收取手續費之百分之一百五十。

7.6.2 客戶之支票存款帳戶如存款不足，而本行已代墊不足之款項，使客戶之支票得通過交換，客戶應於接獲本行通知後，立即返還本行代墊之款項及所衍生之利息。

7.6.3 客戶茲此授權本行得逕由客戶存款帳戶中扣取處理手續費、違約金、利息、代墊款及其他相關費用，並於扣取時通知客戶。

7.6.4 本行向客戶追償或請求支付任何款項時，客戶應依本行之請求立即簽發足額之支票交付本行，不得以任理由遲延履行，俾利本行追償或付款請求。

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

#### 7.8 限制或停止發給空白支票、本票

7.8.1 客戶如有下列情事之一者，本行得限制發給空白支票及空白本票：

- (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。

7.8.2 本行為第 7.8.1 條之限制時，應以書面告知限制之理由；對於限制理由，客戶認為不合理時，得向本行提出申訴。客戶在本行開立之存款帳戶被扣押時，本行得停止發給空白支票及空白本票，但被扣押之金額經本行如數提存備付者，不在此限。

#### 7.9 終止擔當付款人之委託

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

7.9.2 本行依第 7.9.1 條之規定終止受客戶委託為擔當付款人時，客戶應於本行通知後之一個月內，返還剩餘空白本票。

#### 7.10 拒絕往來

7.10.1 客戶在各地金融業者所開立之支票存款戶，因下列情事之一所發生之退票，未辦妥清償贖回、提存備付或重提付訖之註記，一年內合計達三張，或因使用票據涉及犯罪經判刑確定者，本行得自票據交換所通報日起算，予以拒絕往來三年：

- (1). 存款不足。
- (2). 發票人簽章不符。
- (3). 擅自指定金融業者為本票之擔當付款人。

7.10.2 第 7.10.1 條之各款退票紀錄分別計算，不予併計。

7.11 終止支票存款往來約定之處理：如客戶被列為拒絕往來戶，或因其他情事致本行擬終止與其之支票存款往來之約定及支票存款帳戶時，客戶同意本行得以書面通知單方終止與客戶之支票存款關係，並依本合約第 13 條規定之方式，逕行結清支票存款帳戶並將結清餘額依該條規定處理之。

客戶應於本行通知後之一個月內，結清帳戶並返還剩餘空白支票及本票。

7.12 公司重整之暫予恢復往來：客戶於拒絕往來期間屆滿前，經法院裁定准予重整後，得向本行申請核轉票據交換所辦理重整註記；經重整註記者，本行得暫予恢復往來。前項公司在暫予恢復往來之日起至原拒絕往來期間屆滿前再發生存款不足退票，本行得自票據交換所再通報之日起算，予以拒絕往來三年。

7.13 請求恢復往來：客戶如經拒絕往來而有下列情事之一，經本行同意後，得恢復往來並重新開戶：

- (1). 拒絕往來期間屆滿。
- (2). 構成拒絕往來及其後發生之全部退票，均已辦妥清償贖回、提存備付或重提付訖之註記。

7.14 彙整資料及提供查詢：客戶同意本行以票據交換所為彙整退票紀錄及拒絕往來資料處理中心，並同意該所將客戶之退票紀錄、被列為拒絕往來戶及其他有關票據信用之資料，提供予他人查詢。

## 8 如客戶為公司籌備處，客戶茲了解並同意下列規定：

- (1). 客戶開立之帳戶屬個人戶，客戶應以其負責人名義申請開戶，戶名為籌備處與負責人姓名並列，並留存負責人之印鑑作為客戶往來、取款之印鑑；
- (2). 客戶應盡速完成公司設立登記之相關程序，於該等程序完成前，客戶帳戶之交易僅限於依本行全權認定為公司設立之目的所進行之交易（包括但不限於滙入股本、支付薪資、租金、相關費用等）；
- (3). 客戶取得核准設立登記之相關執照後，客戶應立即向本行辦理變更戶名、變更印鑑並依本行要求進行認識客戶（KYC）之程序；
- (4). 如客戶未於帳戶開立後於核准保留期限(6 個月內)完成核准設立登記，或提供主管機關核准延長文件，或完成依法令尚需踐行他種程序或登記或辦理前款之變更程序，客戶應向本行辦理結清銷戶，本行亦得隨時終止總約定書之各項帳戶往來、交易或服務之全部或一部。

## 9 帳戶管理費

- 9.1 除另有約定外，客戶應按主服務合約第 12 條之本行當時之收費標準，按月支付帳戶管理費新台幣壹仟元或等值外幣。
- 9.2 本行保留因應市場變化及營運成本，修改帳戶管理費之權利。如本行擬變更或增設帳戶管理費之相關金額或條件時，得以對帳單通知客戶或將相關修改於本行營業處所明顯處或網站上公告。

## 10 條款修訂

條款之修訂按主服務合約第 13 條辦理，惟本行如擬變更或增設起息點、帳戶管理費之相關金額或條件時，本行將在該等修改生效日六十天前在本行之營業處所明顯處或網站上公告，或以對帳單等方式通知客戶。但在符合法令要求之例外情況下，本行得隨時修改總約定書，並於書面通知或在本行營業處所明顯處或網站上公告其內容時立即生效。

## 11 通知

客戶聯絡資料（包括地址、電話、傳真及電子郵件等）如有變更時，應即通知本行，如未通知者，本行得依客戶留存於本行之聯絡資料寄送對帳單或其他通知，且本行依該地址為發送後，經通常郵遞期間，即視為已對客戶送達。惟本行如依客戶留存之聯絡資料寄送卻遭郵務公司因任何理由退回以致無法送達予客戶達二（含）次以上者，為保護客戶，客戶同意本行得不再依該留存之聯絡資料寄送，並得暫停部分服務項目，俟客戶通知變更後之聯絡資料，本行將恢復寄送及暫停服務項目。

## 12 終止

除法令另有禁止之規定者外，本行與客戶均得隨時終止總約定書之各項帳戶往來、交易或服務之全部或一部。包括但不限於下列情事：

- (1). 客戶連續 12 個月無交易；或
- (2). 客戶有違反本總約定書約定條款或其他客戶與本行間其他約定之情形(包括但不限於客戶有逾三次未支付帳戶管理費之情事或違反存款約定事項第 8 條之規定)；或
- (3). 客戶無法依本行之合理要求(包括本行為進行下述之金融犯罪風險管理行為之目的或遵守法令遵循義務)即時提供客戶或關係人之資訊予本行；或客戶拒絕或撤回同意本行得為進行下述之金融犯罪風險管理行為之目的或遵守法令遵循義務而蒐集、處理、移轉或揭露客戶資訊之授權；或
- (4). 本行對客戶或其任何交易有金融犯罪或其他相關風險之合理懷疑，或本行依其判斷，為進行與金融犯罪相關之偵查、調查及防制（下稱「金融犯罪風險管理行為」）而決定終止服務;或
- (5). 其他本行認為必要之情形(包括但不限於客戶遭受破產宣告等)。

## 13

本行得先以存款餘額抵償客戶對本行之各項債務及費用後，將存款餘額返還客戶，本行就存款帳戶之所有義務並因之而解除。如終止支票帳戶，客戶並應將其未用支票退還本行。客戶就存款帳戶之終止，不得對本行為任何之主張或請求（包括但不限於已簽發之支票因帳戶之終止而未獲兌現所致者）。

## 14 嗣後之新開戶及新服務

客戶瞭解簽署總約定書時，並未完全開啓本行所提供之各種帳戶及服務，如客戶無相反之指示，嗣後就開啓總約定書適用之其他帳戶或服務，得以本行同意之方式，依已約定之內容辦理。客戶並同意自開啓或新增使用本行所提供之各種帳戶及服務時，即應遵守總約定書中所載之相關約定條款。本行並保留各種服務、商品或交易提供與否之最終決定權。本行得視情形決定是否提供或繼續提供特定服務、商品或交易。

# Terms and Conditions for Deposit Agreement

## 1 Priority of Application

1.1 Regarding the transactions of the Customer deposit accounts with the Bank, the terms and conditions of this section shall apply first. Matters not provided herein shall be governed by other terms and conditions of the Master Agreement.

1.2 Deposit Insurance: HSBC is insured by Central Deposit Insurance Corporation in Taiwan. The Customer's eligible deposits with HSBC within the insured amount will be subject to the protection of the deposit insurance mechanism.

## 2 Deposits

2.1 For making deposits, the Customer may deposit not only cash, but also instruments accepted by the Bank.

2.2 In case of deposit of instruments in the proceeding Clause 2.1, the Bank will not pay the interest or allow withdrawals unless and until the fund is received in full. All items cashed for the Customer or deposited in the account will be handled by the Bank as agent of the Customer and the Customer shall be solely responsible to seek compensation or charge back if for any reason the final payment is not received by the Bank.

In cases where the Bank undertakes to collect any instrument for account of the Customer, the Bank shall use ordinary care in collection of the proceeds and not be obliged to take any steps to preserve any rights of the Customer over the instruments.

## 3 Interest Calculation and Payment

3.1 In respect of Taiwan Dollar deposit accounts, interest shall be accrued when the balance reaches TWD 10,000 on the basis of 365 days a year and calculated based on actual days lapsed unless otherwise provided by the laws and regulations, and the payment will be made in the following methods:

- (1). Interest on Demand Deposits: Interest shall be calculated at the Bank's board interest rate on a daily simple basis. The interest shall be calculated and payable each month and accrued to the principal on the following banking day. For cash deposits, fund transfers and inward remittances into demand deposit via Automated Teller Machine (ATM) or Internet Banking after banking hours or on holidays, the accrual of interest begins on the depositing day and

the cut off time for calculation is scheduled around 09:00 p.m. on that day, subject to the actual operation time of the Bank's system.

(2). Interest on Term Deposit: Interest shall be calculated based on actual days lapsed of the deposit term and the Bank's board interest rate at the time of deposit. The Customer may request the interest to be paid on a monthly basis or upon maturity.

3.2 For foreign currency deposit account, the interest shall be accrued upon the minimum balance is reached, i.e. one hundred dollars for the account in United State Dollar (USD), Euro (Eur), Great Britain Pound (GBP), Australian Dollar (AUD), Canadian Dollar (CAD), Swiss Franc (CHF), New Zealand Dollar (NZD), or Singapore Dollar (SGD), one thousand dollars for the account in Hong Kong Dollar (HKD), ten thousand dollars for the account in Japanese Yen and five hundred dollars for the account in Chinese Yuan (CNY), and the days of accruing interest and method of interest calculation for different currencies shall be calculated in accordance with international practices and customs. The interest shall be paid by the following methods:

(1). Demand Deposits: Interest of a demand deposit account shall be accrued at the Bank's board interest rates applicable to the relevant currencies on a daily simple and floating basis. The interest will be paid on June 21st and December 21st of each year (or the preceding banking day if such days are holidays) and accrued to the principal on the following banking day.

(2). Time Deposit: Interest of a time deposit shall be calculated based on the currency type and term of the deposit at the Bank's board interest rates applicable at the time of the deposit or at an interest rate negotiated agreed upon by the Customer and the Bank.

## 4 Lost, Destroyed or Stolen Instruments

In the event of lost, destroyed and stolen checks (including issued checks and blank checks) and Certificates of Time Deposits ("CDs), the Customer shall complete the necessary reporting procedures to stop payment in accordance with the Bank's related regulations and prescriptions. In case the Designated Specimen is lost, destroyed or stolen, the Customer shall also complete the necessary reporting procedures with the Bank. **If the Customer fails to immediately complete such procedures in accordance with relevant rules and regulations, the Customer shall be liable for any loss incurred as a result.**

## 5 Dormant Account (Deleted)

## 6 Special Terms and Conditions for Time Deposits

- 6.1 Unless a CD is otherwise requested in the application by the Customer, the Bank will not additionally issue a CD. Computerized notification in connection with time deposit does not require a signature by an authorized signer of the Bank. When making early termination, withdrawal or other related procedure in connection with time deposits, the Customer shall complete the designated application form or notify the Bank in writing. If the Customer holds a CD, such CD will be required for all related procedures.
- 6.2 Customer In the event of any early termination of a time deposit, the Bank shall process the matter in accordance with relevant regulations and the Bank's rules. For Taiwan Dollar time deposits, the interest shall be calculated at a rate equal to 80% of the Bank's board interest rate on the commencement date applicable to the time deposits for the actual deposit period. For foreign currency time deposits, the interest shall be calculated at a rate equal to 80% of the Bank's board interest rate as originally agreed on the commencement date. No interest shall be accrued if the actual deposit period is less than a month.**
- 6.3 If the Customer fails to make instructions in respect of the principal and interest of the time deposit on or before the maturity, the Bank shall process the matter in accordance with relevant regulation and the Bank's rules:
- 6.3.1 A foreign currency time deposit will be retained in the deposit account after maturity and the interest accrued therefrom shall be calculated based on the Bank's then interest rate and method for demand deposit in the same currency.
- 6.3.2 A Taiwan Dollar time deposit will be retained in the time deposit account after maturity and the method for demand deposits in Taiwan Dollar. If the Customer requests for a renewal within one month after the original maturity date, the Bank may issue a time deposit from the original maturity date and apply the interest rate applicable on the original maturity date.
- 6.4 With respect to the early termination, withdrawal after maturity or renewal for a different term of a time deposit account, the interest calculation and payment methods are subject to applicable laws and regulations unless otherwise stipulated in the Master Agreement.

## 7 Cheque Account

### 7.1 Definitions

- 7.1.1 "Dishonored Negotiable Instruments" shall mean negotiable instruments on which a financial institution has refused to make payment and returned together with a completed dishonored slip.
- 7.1.2 "Redemption" shall mean redemption by payment of the amount due or the like by the Customer of a Dishonored Negotiable Instrument due to insufficient funds, incorrect Designated Specimen, designation of a financial institution acting as paying agent for promissory notes without the agreement of such financial institution or the Customer's

withdrawal of payment instructions prior to expiry of the period for presentation the promissory notes.

7.1.3 "Reserve for Payment" shall mean deposit of the amount of a Dishonored Negotiable Instrument with the financial institution handling the Dishonored Negotiable Instruments with a request to hold the same as "other payables".

7.1.4 "Re-Presentation and Payment" shall mean re-presentation of a Dishonored Negotiable instrument and payment thereon from the cheque account or "other payables" account.

7.1.5 "Record" shall mean recordation by the Clearing House of dishonors, Redemptions and other facts relevant to an Customer's credit on negotiable instruments available for inquiry.

7.1.6 "Termination of Mandate as a Paying Agent" shall mean termination of a financial institution's mandate to act as paying agent for a promissory note.

7.1.7 "Account Rejection" shall mean refusal by a financial institution to handle transactions through a cheque account which the Customer has a bad record.

## 7.2 Account Opening Reviewing and Change of Account Opening Data

7.2.1 When the Customer opens an account, it shall fill out the signature card and the receipt for checks and deliver the same to the Bank. After the Bank checks with the Bills Clearing House for the Customer's account record and approves, the Bank shall deliver checkbook to the Customer.

7.2.2 The Customer agrees to ensure that all blank checks delivered by the Bank will be kept in a secure place.

7.2.3 In the event that the data contained in the signature card is changed, the Customer shall immediately notify the Bank in writing. If the Customer intends to change the Designated Specimen, the Customer shall fill out a new signature card.

7.2.4 In the event that the Customer changes its name or the responsible person and fails to comply with Clause 7.2.3, and fails to cure such failure within one (1) month after the Bank discovers the failure and so notifies to the Customer, the Bank may terminate the agreement for cheque account transactions and notify the Customer to close the account.

## 7.3 Withdrawal

Except as otherwise required by law, when the Customer intends to make a withdrawal from its cheque account with the Bank, it shall issue a check provided by the Bank and stamp on the check with the Designated Specimen. In no event will the Bank be liable for any losses that occur as a result of a dispute arising from unidentifiable checks or other matters.

## 7.4 Promissory Note

7.4.1 In the event that a promissory note is issued by the Customer and the Bank is designated as paying agent, the Bank shall pay the amount due from the cheque account of the Customer.

7.4.2 If the promissory note is presented after expiry of the presentation period but within three (3) years from the expiry date of such promissory note, the Bank shall honor the note (if the promissory note is a promissory note payable on demand, the above three (3) year period shall

run from the issue date) so long as the Customer has not withdrawn its order of payment and no other circumstances prohibit the Bank from making payment. If the promissory note issued by the Customer is dishonored due to insufficient funds or incorrect Designated Specimen, the fact of such dishonored promissory note shall be recorded together in the Customer's Record.

7.5 Sequence of Payments for Negotiable Instruments Any checks drawn on the Bank or promissory notes or bills of exchange of which the Bank is the paying agent shall be paid by the Bank based upon the sequence of the presentments made by the holders thereof regardless of the dates of issuance. If more than one instrument are presented for payment simultaneously, the Bank shall decide the sequence of payments at its sole discretion. In the event of the Bank's receipt of notice regarding the Customer's bankruptcy declaration, the Bank shall have the right to reject payments pursuant to the laws even if the Customer's balance is sufficient to cover the total amount of the instruments.

#### 7.6 Fees Payments and Reimbursement

7.6.1 When a negotiable instrument issued by the Customer is dishonored due to insufficient funds, the Bank may collect handling fees from the Customer and charge the Customer a penalty imposed by the Bills Clearing House. The handling fees shall not exceed one hundred and fifty percent (150%) of the handling fees that the Bills Clearing House collects from the Bank.

7.6.2 If the balance in the Customer's cheque account is insufficient and the Bank has advanced the amount of shortage to the Customer in order to clear the check(s), the Customer shall, upon receipt of the notice from the Bank, immediately repay the Bank such advanced amount and the interest accrued therefrom.

7.6.3 The Customer hereby authorizes the Bank to debit, at its discretion, handling fees, penalties, interests, advanced payments and other related fees from the Customer's deposit account, and the Bank shall notify the Customer of such deduction upon debiting.

7.6.4 In the event that the Bank shall demand any refund, charge-back or payments of payable due, the Customer shall executed a check in the sufficient amount and deliver the same to the Bank without any delay for any reason for the Bank's benefit to demand and claim such payments.

7.7 Record: In the event that a Redemption, a Reserve for Payment, a Re-Presentation and Payment or other circumstance in relation to the Customer's credit on negotiable instruments occurs within three (3) years after the date on which checks issued by the Customer or promissory notes on which the Bank is a paying agent are dishonored, the Customer may request the Bank to approve and transfer to the Bills Clearing House for recordation such fact in accordance with the "Guidelines for the Registration of Depositors' Credit on Negotiable Instruments".

#### 7.8 Limitation or Suspension on Provision of Blank Checks or Promissory Notes

7.8.1 If any one of the following circumstances exists with regard to the Customer, the Bank may withhold the issuance of blank checks and promissory notes:

- (1). The occurrence of Dishonored Negotiable Instruments due to insufficient funds or the Customer's making frequent Redemption or frequent deposit of Reserves for Payment or Re-

Presentation and Payments after negotiable instruments are dishonored; or  
(2). Other abnormal situations occur related to negotiable instruments.

7.8.2 The Bank shall state the reason for such withholding in writing with respect to the reason of such withholding and the Customer may raise objections if the Customer deems such withholding unreasonable. In the event that the Customer's deposit account with the Bank is attached, the Bank may suspend the provision of blank checks and promissory notes. However, this clause shall not apply if a Reserve for Payment of the attached amount has been deposited with the Bank.

#### 7.9 Termination of the Mandate as a Paying Agent

7.9.1 In the event that promissory notes issued by the Customer drawn on the Customer's cheque account with all financial institutions are dishonored due to withdrawal of the authorization of the financial institution designated as paying agent prior to expiring of the period for presentation, and the number of such dishonored promissory note on which Redemption, Reserve for Payment or Re-Presentation and Payment has not been made is not less than three (3) during the past one (1) year, the Bank may terminate the Customer's mandate to designate the Bank as a paying agent for a period of three (3) years commencing from the date the Bills Clearing Houses declares (the dishonors).

7.9.2 If the Bank as required in Clause 7.9.1, terminates the Customer's mandate to designate the Bank as a paying agent, the Customer shall return the remaining blank promissory notes to the Bank within one month after receiving the Bank's notice to do so.

#### 7.10 Rejected Account Records

7.10.1 In the event that negotiable instruments drawn on the Customer's checking accounts with all financial institutions are dishonored due to the existence of one of the following circumstances and the number of such dishonored checks on which Redemption, Reserve for Payment or Re-Presentation and Payment has not been made is not less than three (3) during the past one (1) year, or the Customer is sentenced for commission of a crime related to using negotiable instruments, the Bank may reject the Customer's account for a period of three (3) years commencing from the date the Bills Clearing House declares (the dishonors):

- (1). Insufficient funds;
- (2). Incorrect Designated Specimen of the issuer;
- (3). Designation of a financial institution to act as paying agent for a promissory note without the agreement of such financial institution.

7.10.2 The Records for each item in Clause 7.10.1 shall be calculated separately and not in aggregate.

7.11 Termination of the Agreement for Checking Deposit and Closing of Checking Account: If the Customer's checking account has been rejected, or for any other reasons, the Bank would like to terminate the agreement for checking deposits and close the checking account, the Customer agrees that the Bank may unilaterally terminate the checking deposit relationship with the Customer and close such checking account and return any balance in such account to the

Customer in accordance with Clause 13 of this Master Agreement. The Customer shall return all unused blank checks and promissory notes to the Bank within one month after receipt of the Bank's notice to do so.

7.12 Temporarily Resumed Transactions upon Company Reorganization: If the Customer has obtained an approval for reorganization from a court before the period of Account Rejections has expired, the Customer may request the Bank's approval and transfer to the Bills Clearing House to make a record of reorganization; the Bank may temporarily resume transactions (with the Customer) if the reorganization is recorded. In the event a negotiable instrument is dishonored due to insufficient funds after the date of temporary resumption of transactions but before the expiry date of the initial Account Rejection, the Bank may reject the Customer's account effective for a period of three (3) years commencing from the date on which the Bills Clearing House declares (dishonors).

7.13 Request for Resumption of Transaction: In the event that any of the following circumstances exists with respect to the Customer subject to an Account Rejection, the Customer may, with the Bank's consent, open a new account and resume transaction:

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

7.14 Maintenance of Data and Inquiries: The Customer agrees that the Bank may use the Bills Clearing House as a data center for maintaining Records and rejected account records. The Customer also agrees that such Bills Clearing House may make the Customer's Record and rejected account record and all other data related to the Customer's credit or negotiable instruments available for a third party's inquiries.

## **8 If the Customer is in the form of Preparation Office, the Customer acknowledges and agrees that:**

- (1). The account maintained with the Bank is a personal account, and the responsible person of the Customer shall open the account on behalf of the Customer. The Customer and the responsible person shall be co-listed in the account name. The Customer shall authorize the specimen of the responsible person for the transactions and payment under the account;
- (2). The Customer shall endeavor to complete the incorporation process. Prior to the incorporation, the transactions of the Customer's account are limited to the transactions which are in our sole discretion for the purpose of the incorporation (including but not limited to capital injection, payment of salaries, rental or relevant fees);
- (3). Upon receiving the incorporation licenses/approvals, the Customer shall immediately change the

account name and authorized specimen with the Bank, and conduct the process of Know Your Customer upon our request;

- (4). Shall the Customer fail to complete the incorporation process within 6 months after the account opening, fail to provide the extension approval issued by a competent authority or fail to complete other procedure and/or registration, the Customer must cooperate with the Bank for account closure, and the Bank may, in whole or in part, terminate any account, activities, transitions or services under the Master Agreement at any time.

## 9 Fees and Charges

9.1 Unless otherwise agreed by both parties, the Bank is entitled to charge the Customer an account maintenance fee of TWD 1,000 or equivalent foreign currency on a monthly basis. When the Bank establishes or amends account maintenance fee, the Customer shall pay applicable fees according to the Bank's tariff as in effect from time to time.

9.2 In response to market changes and operating costs, the Bank reserves the rights to adjust the account maintenance fees. When the Bank establishes or amends the relevant amounts and/or terms and conditions relating to account maintenance fees, the Bank shall post the relevant amendments at the visible area of the Bank's branches or on the Bank's Internet main page, or notify the Customer via account statements.

## 10 Amendment

If at any time the Bank makes amendments to terms governing the provision of services, clause 13 of Master Services Agreement shall apply. **However, when the Bank establishes or amends the relevant amounts and/or terms and conditions relating to monthly minimum average balance for accruing interest and/or account maintenance fees, the Bank shall post the relevant amendments at the visible area of the Bank's branches or on the Bank's Internet main page, or notify the Customer via account statements or other methods at least 60 days prior to the effective date of such amendments. However, the Bank may, in exceptional circumstances in order to comply with any law or regulation, make amendments to the Master Agreement at any time, which will become effective immediately on notice to the Customer, posted at visible area of the Bank's branches or announced on the Bank's Internet main page.**

## 11 Notice

If the Customer changes its contact information (including address, telephone number, fax number and e-mail etc.), the Customer shall immediately notify the Bank of such change. In the event that the Customer fails to give such notice, the Bank shall be entitled to send the statement or any other notice according to the contact information retained by the Bank. Such statement or notice shall be

deemed properly served on the Customer after the ordinary delivery time needed for mailing service. Notwithstanding, where the statement or notice sent according to the contact information provided by the Customer is rejected by the post service for any cause and thereby it is impossible to serve the same to the Customer twice or more times, in order to protect the Customer, the Customer agrees that the Bank will not continue to send any statement or notice according to such contact information but shall enjoy the discretion to suspend the relevant services. The Bank will resume the mailing service and suspended services immediately upon our receipt of Customer's notice of updated contact information.

## 12 Termination

Except otherwise provided by laws and regulations or expressly agreed by the Bank and the Customer, the Bank or the Customer may, in whole or in part, terminate any account relationship, activities, transactions or services under the Master Agreement at any time, including but not limited to the following events:

- (1). the Customer conducts no transaction for 12 consecutive months;
- (2). the Customer has violated any of the clauses stipulated in the Master Agreement or other contractual agreements with the Bank (including but not limited to the Customer's failure to pay the account management fee more than three times, or the violation of Clause 8);
- (3). the Customer fails to promptly provide the Customer's or a Connected Person's information reasonably requested by the Bank (including requests for the purpose of Financial Crime risk management and/or Compliance Obligation stated below), or the Customer refuses or withdraws any consent(s) authorising the Bank to collect, process, transfer or disclose the Customer's information for the purpose of Financial Crime risk management and/or Compliance Obligation;
- (4). the Bank has suspicion that the Customer and/or the Customer's transactions poses Financial Crime or an associated risk, to the bank, by its judgment, or the Bank determines it is necessary to terminate its services in order to detect, investigate or prevent financial crime activities (hereinafter referred to as Financial Crime Risk Management Activity);
- (5). other conditions deem necessary by the Bank (including but not limited to the Customer declaring bankruptcy).

## 13

The Bank shall return any balance in such accounts to the Customer, provided that the Bank may first set off and apply any such balance against the liabilities owed by the Customer to the Bank. After the return, all the liabilities of the Bank shall be discharged and released. In case of the termination of a cheque account, the Customer shall return any un-used checks to the Bank. With respect of any termination of deposit accounts, the Customer may not make any claims or assert any rights against

the Bank (including but not limited to any claims arising from the checks issued but not paid due to the termination of the account).

## **14 Subsequent Opening of Accounts and New Services**

The Customer understands that at the time of executing the Master Agreement, it has not fully activated all the accounts and services provided by the Bank. Except as otherwise instructed by the Customer, the new accounts and services will be activated in the method agreed by the Bank and subject to applicable terms and conditions herein. The Customer also agrees to follow terms and conditions set forth in the Master Agreement upon activation or use of new accounts and services provided by the Bank.