

合作金庫商業銀行
國際金融業務分行

開戶總約定書

Taiwan Cooperative Bank
Offshore Banking Branch
Disclosure for Deposit Account

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IE020-097-12版本

The Depositor establishing the foreign currency deposit account with Taiwan Cooperative Bank, Offshore Banking Branch (hereinafter called "the Bank"), hereby agrees as follows :

立約定書人(以下簡稱「存戶」)向 合作金庫商業銀行國際金融業務分行(以下簡稱「貴行」)開立外匯存款帳戶，同意遵守下列各項約定：

General Terms and Conditions

通則

1. Definitions 定義

For the purpose hereof, where applicable, words in the singular include the plural and in the plural include the singular. As used in this Disclosure, the following terms have the respective meanings stated below, except as otherwise expressly provided herein or unless the context herein otherwise requires :

就本開戶總約定書而言，在可適用之情形時，單數之用語包括複數，而複數之用語則包括單數。除本開戶總約定書中另有要求，各名詞定義如下：

(1) "Account" shall mean any foreign currency deposit account, including demand deposit account, time deposit account and composite deposit account, established with the Bank in the name of the Depositor.

「帳戶」係指存戶於 貴行開立新台幣以外之其他幣別存款利率牌告帳戶，包含活期存款帳戶、定期存款帳戶及綜合存款帳戶。

(2) "Bank" shall mean Taiwan Cooperative Bank, Offshore Banking Branch.

「貴行」係指 合作金庫商業銀行國際金融業務分行。

(3) "Deposit" shall mean any funds deposited into the Account of the Depositor.

「存款」係指存戶以其名義存放於前述帳戶內之任何款項。

(4) "Depositor" shall mean any customer who establishes an Account with the Bank.

「存戶」係指於 貴行開立帳戶之客戶。

2. Specimen of Signature and/or Seal 約定印鑑

(1) All transactions related to the Account, **bearing the signature/seal which matches the specimen kept in the Bank's file, are regarded to be accomplished by the Depositor personally.** In case the Depositor's passbook, certificate of time deposit, and/or such signature/seal is lost, stolen, etc, the **Depositor shall personally notify the Bank promptly.** The Bank will not be responsible for any fraudulence or possible losses unless and until notice thereof is actually received by the Bank.

本帳戶一切事務之處理，**若簽蓋本帳戶約定印鑑，即視同存戶親自辦理。**存戶之存摺(單)、印鑑如有遺失、被竊等情事，**應親至 貴行辦理掛失止付。**在未向 貴行辦妥掛失前，如遭他人冒領者，均視為存戶本人之提款， 貴行概不負責任。

(2) Any change in any authorized signatory of the Depositor or any signature/seal specimen thereof shall be not binding on the Bank unless and until notice thereof is actually received by the Bank in writing.

存戶或被授權人印鑑如有變更時，除非 貴行已實際收到書面通知外，對 貴行不生效力。

3. Withdrawal/Payment 提領/付款

(1) Withdrawal shall be effective by the presentation of a written slip in the form and substance satisfactory to the Bank with the signature/seal matching the specimen kept in the Bank's file. **Depositor cannot withdraw cash or exchange for New Taiwan Dollar,** but transfer/remittance is acceptable.

存款提領應以 貴行同意之書面為之， 貴行悉依存戶原留存印鑑為憑辦理。**存款不得提領現金亦不得兌換為新台幣，**但得辦理轉帳/匯款至其他銀行。

- (2) Withdrawal request shall clearly specify the payment instruction. If the Depositor fails to specify, the Bank has the right, at its sole discretion, to effect the payment as it deems appropriate.
存戶提領時應記載付款指示，如未記載或記載不明，貴行得自行判斷並以適當方式付款。
- (3) Payment to be made by the Bank with respect to any account on a day which is not its business day shall be made on the following business day.
付款日若非貴行之營業日，貴行應於次一營業日給付。
- (4) Any existing or possible charges, taxes, etc. due to the Depositor shall be paid by the Depositor. The Depositor further agrees that the Bank may debit any and all such sums from the Account or from any other amount payable by the Bank.
任何過去、現在或未來貴行因存戶所發生之各項費用及稅捐，均由存戶負擔。存戶並同意貴行得自存戶帳戶或任何應付予存戶之款項中扣除。

4. Interest 利息

- (1) Any interest rate applicable to the Account shall be specified in document, announcement, or the prevailing interest rate issued or published by the Bank.
各種存款利率應依貴行所發出之文件、通知或牌告計算之。
- (2) For demand deposit account, interest shall be calculated on the basis of a year of 365 days only for British Pounds, Hong Kong Dollars, Singapore Dollars, Thai Baht, and South Africa Rand, while interest for all the other foreign currencies shall be calculated on the basis of a year of 360 days in accordance with market practice. Interest shall be calculated semiannually on 20th Of June and 20th of December respectively and credited into the Account on the following business day. No interest will be paid if the account balance does not exceed USD 100.00 or the equivalent. For time deposit account, excluding those based on the weekly basis, the interest shall be calculated on a monthly basis and paid at the maturity thereof. Provided that the actual deposit period is less than one month, interest shall be calculated on the daily basis.
活期存款按日計息，除英鎊、港幣、新加坡幣、泰銖及南非幣以365日計算外，其餘外幣依外幣存款之市場慣例以360日計之。活期存款利息於每年六月二十日及十二月二十日各結算乙次，並於次營業日存入存戶之帳戶內；但存款金額低於活期存款等值美金壹佰元時不予計息。定期存款，除以週為期別外，足月部份按月計息，不足月部份按日計息，到期一次付清。

5. Passbook/Transaction Documents 存摺/交易文件

If the account balance is inconsistent with the Bank's internal record, the Depositor shall agree (and certify) that the Bank's internal record is deemed correct. Any relevant documents retained by the Bank shall serve as the primary record of transactions and be treated as an evidence in the event of any dispute between the Depositor and the Bank.

存款金額與貴行相關帳載金額不相符時，存戶同意以貴行帳載金額為準。若存戶與貴行有任何爭議時，貴行持有之相關文件將視同原始憑證，具有法律證據效力。

6. Set-Off 抵銷

If the Depositor is subject to petition for bankruptcy, liquidation, reorganization, suspension of business, compulsory execution, provisional seizure, provisional injunction, or any other similar administrative punishment, **all the Deposit and loan under the Account shall be deemed matured. The Depositor loses all the rights of the Deposit and loan**, and the Bank may exercise set-off rights according to relevant laws or regulations.

存戶如有依破產法聲請和解、聲請宣告破產、聲請清理債務、聲請公司重整、經票據交換所通知拒絕往來、停止營業、受強制執行、假扣押、假處分或其他保全處分等情事時，**帳戶項下之存、借款均得視為全部到期，存戶並喪失一切期限利益**，由貴行依法行使質權或主張抵銷。

7. Notice 通知

Any communication or notice from the Bank shall be sent to the Depositor at the address and/or telephone number indicated on the back of the Depositor's signature card for foreign currency deposit, unless otherwise stipulated. The Depositor shall promptly notify the Bank of any change of the address and/or telephone number in writing. In the event of any change of the address and/or telephone number, the Bank shall have no responsibility for any possible loss unless and until notice thereof is actually received by the Bank in writing.

貴行一切資料之通知或寄發，除另有約定外均以存戶印鑑卡背面留存之住址、電話為準。存戶住址、電話變更時，應立即以書面方式通知 貴行。如未為通知或在 貴行實際收到通知前，貴行將有關資料於向本開戶總約定書所載或存戶最後通知貴行之住址、電話發出後，經通常之郵遞期間或電話發出後即視為到達。

8. Error 錯誤

In the event an amount is credited to the Depositor's account through an error of the Bank or a third party, notwithstanding the record of the passbook, the Bank may promptly, upon discovery of such error, correct same without notifying the Depositor. If the outstanding balance is insufficient for such correction, the Depositor shall immediately refund same upon notice of the Bank.

如因 貴行或第三人錯誤將款項存入存戶帳內，不論對帳單/存摺如何記載，一經發現， 貴行即得更正。倘若存戶帳內金額不足以供 貴行更正，存戶應即將差額對 貴行補足。

9. Depositor's Information 存戶資料之使用

The Depositor hereby understands and agrees that the Bank, under their business needs or other relevant laws, has the right of information collection, processing, transferring and usage relating to the Depositor and of information provision for any person in charge of such related business.

存戶瞭解並同意 貴行有權於其營業目的或其他法令許可範圍內，對存戶之資料蒐集、電腦處理或國際傳遞及利用，並得將之提供與 貴行所委任處理營業相關事務之人。

10. Amendment 修正

If the Bank amends any terms and conditions and/or services hereof, such amendment shall be notified at the branches or on the Internet of the Bank. The terms and conditions relating to the Account will be automatically subject to the amendment thereof, unless additional application is required and the Depositor shall be deemed to agree the amendment thereof.

嗣後 貴行有增加或修改存款相關服務項目時， 貴行應將增、修後之約定書置於營業處所供索閱，或將增修項目及約款公告於營業處所明顯處，或於 貴行網站上公開揭示，除 貴行規定必須另行申請外，立約人得自動享有增、修項目之服務，且一經使用增、修服務後，即視為同意增、修服務項目之約定。

11. Governing Language 適用語言

This disclosure is written in both Chinese and English. Should there be any discrepancy or dispute, **the Chinese version will be used in the first priority.**

本開戶總約定書以中英文書寫而成，若因中英文義歧異而發生爭議，**以中文版本為主。**

12. Governing Law/Jurisdiction 準據法及管轄法院

This Disclosure, any transaction contemplated herein or terms and regulations not mentioned herein shall be governed by the laws of the R.O.C. and applicable rules and regulations. Any dispute arising therefrom shall be **subject to the jurisdiction of the Taipei District Court or other District Court governing the original handling branch.**

本開戶總約定書如有未盡事宜，悉依有關法令、 貴行規定及國際慣例辦理。本開戶總約定書、帳戶、存款及依其所為之各項交易均應依中華民國法律及相關法令規定辦理。因本開戶總約定書、帳戶、存款而涉訟時，存戶同意**以台灣台北地方法院或存款開戶之分支機構所在地之地方法院為管轄法院。**

Special Terms and Conditions 特別約定條款

1. Special Terms for Foreign Currency Demand Deposit Account 外匯活期存款約定條款

- (1) The interest of demand deposit account shall be calculated with the prevailing interest rate on a floating basis.

本項存款按 貴行牌告利率計息，採浮動利率計息。

- (2) The currency used to establish a demand deposit account shall be restricted to the Bank's prevailing currencies. The minimum deposit for establishing a demand deposit account is USD 100.00 or equivalent. The interest for demand deposit shall be calculated if and only if the bank balance exceeds USD100.00 or equivalent. Related transactions are permitted only by the presentation of the passbook and a written slip in the form and substance satisfactory to the Bank with the signature/seal matching the specimen kept in the Bank's file.

本存款幣別限 貴行存款利率掛牌之外幣，存款之開戶金額為等值美金壹佰元，計息單位為等值美金壹佰元。存戶應憑存摺、本帳戶約定簽章、存款憑條、取款憑條，辦理存、取款。

- (3) The Deposit /passbook may not be assigned, transferred or pledged without the bank's prior written consent..

本存款(摺)非經 貴行事前書面同意，不得轉讓或質押。

2. Special Terms for Foreign Currency Time Deposit Account 外匯定期存款約定條款

- (1) The currency used to establish a time deposit account shall be restricted to the Bank's prevailing currencies. The minimum deposit for establishing a time deposit account is USD 1,000.00 or equivalent. The principal and interest of time deposit calculated with the prevailing simple interest rate on a fixed basis shall be paid at maturity.

本存款幣別限 貴行存款利率掛牌之外幣，存款之開戶金額為等值美金壹仟元。本存款本息於到期日按固定利率以單利支付之。

- (2) For time deposit, no early withdrawal is allowed unless the Depositor serves notice on the Bank at least seven days prior to the maturity date thereof. If not, the Bank's consent is needed for an early withdrawal. The Bank shall pay the Depositor 80% of the accrued interest calculated with the prevailing interest rate of an identical term. If such interest rate is not applicable, the interest shall be calculated with the lower interest rate of a shorter term.

存單於到期日前中途解約者，應依規定於七日以前通知 貴行；如未於七日前通知 貴行，經 貴行同意亦得辦理。中途解約時，其利息係按實際存滿期間，按其當時 貴行相當期別定期存款牌告利率單利八折計息，若 貴行無該期別之牌告利率時，則以最接近之較低期別牌告利率計息。

- (3) To withdrawal after the maturity date, the interest for the part thereafter shall be calculated with the prevailing simple interest rate of demand deposit account quoted on the withdrawal date.

存戶逾期提領，其自到期日至提領日之利息，按提領日本行外匯活期存款牌告利率折合日息單利計給。

- (4) Should there be any request of automatic renewal, the Depositor shall apply for this service at the original handling branch with the signature/seal matching the specimen kept in the Bank's file. The interest rate of such time deposit should be subject to the Bank's prevailing interest rate at the renewal date. The period of automatic renewal starts from the value date. For the term thereof shorter than one month, the period of automatic renewal should not be longer than one year. For the term thereof longer than one month, the period of automatic renewal should not be longer than three years.

存戶欲將存款自動轉期續存者，可憑原留印鑑向 貴行原受理開戶單位申請，自動轉期利率以轉存日牌告利率為準。自動轉期期間自原存單起息日起算，存期未滿一個月者，最長可達一年，存期一個月期以上者，最長可達三年。

- (5) This Deposit is non-transferable. Any and all time deposit accounts established with the Bank may

not be assigned, transferred or pledged to any third party, except to the Bank, without the Bank's prior written consent.

本存款不得轉讓。非經 貴行同意不得出質他人，但得憑存單向貴行質借。

3. Special Terms for Foreign Currency Composite Deposit Account 外匯綜合存款約定條款

- (1) The composite deposit account includes demand deposit, time deposit, and time deposit pledge.
本存款項下分設外匯活期存款、外匯定期存款及定存質借放款(以下簡稱活存、定存及借款)。
- (2) The currency used to establish a composite deposit account shall be restricted to the Bank's prevailing currencies. The minimum deposit for establishing a composite deposit account is USD 100.00 or equivalent. The interest for demand deposit shall be calculated if and only if the bank balance exceeds USD100.00 or equivalent. The interest of demand deposit is calculated with the prevailing interest rate on a floating basis while that of time deposit is calculated with the prevailing interest rate on a fixed basis.

本存款幣別限 貴行存款利率掛牌之外幣，存款之開戶金額為等值美金壹佰元，計息單位為等值美金壹佰元。活存依貴行牌告利率採浮動計息，定存依貴行牌告利率採固定計息。

- (3) For the time deposit under this composite deposit account, the Depositor shall select one of the following two methods.

本存款項下之定存得依照下列方式擇一轉存：

I、The Depositor shall notice the Bank whenever the transfer is needed.

由存戶逐筆通知 貴行辦理轉存定存。

II、Automatic Time Deposit Transfer. The Bank is authorized to transfer the amount exceeds the retained amount from demand deposit into time deposit without prior notice. The minimum retained amount shall exceed the amount stated below.

存戶辦理自動轉存，本存款項下之活存餘額達各幣別約定的留額以上時，其超過部份授權貴行以下列方式轉存定存，惟不得低於 貴行最低酌留額。

- Types of period : one week, one month, three months, six months, nine months, or twelve months.

轉存期別：一星期、一個月、三個月、六個月、九個月、十二個月，擇一。

- Types of transfer : Fixed amount or Multiple times

轉存方式：定額轉存、倍數轉存擇一。

Note : Please refer to the following table for the minimum retained amount mentioned above. Unit : Single Unit of Per Currency

註：上述最低酌留額請參照下表

單位：元

幣別(Currency)	最低金額(Minimum Amount)		
	酌留額 (Retained Amount)	自動轉存 (Automatic Transfer Amount)	逐筆轉存 (Transfer as Instructed)
美元 (USD)	100	3,000	1,000
港幣 (HKD)	800	23,500	7,900
英鎊 (GBP)	60	1,600	600
澳幣 (AUD)	150	3,900	1,300
新加坡幣 (SGD)	150	5,000	1,600
瑞士法郎 (CHF)	150	3,600	1,200
加幣 (CAD)	150	3,800	1,300
日圓 (JPY)	10,500	320,000	106,000
瑞典克朗 (SEK)	700	22,500	7,500
歐元 (EUR)	80	2,300	800
紐西蘭幣 (NZD)	150	4,200	1,400
泰銖 (THB)	4,000	120,000	40,000

幣別(Currency)	最低金額(Minimum Amount)		
	酌留額 (Retained Amount)	自動轉存 (Automatic Transfer Amount)	逐筆轉存 (Transfer as Instructed)
南非幣 (ZAR)	700	20,000	7,000

The above "Automatic Time Deposit Transfer" authorized by the Depositor will be automatically renewed at the maturity date at the Bank's prevailing interest rate for the identical term at the renewal date. The currency and the term of the time deposit for the renewal period shall be the same as that for the original time deposit. The types available are as follows.

授權 貴行之轉存，並於存款到期日依原幣別、期別辦理自動轉期，轉期利率以轉存日該期別牌告利率為準，自動轉期方式如下：

- Automatic principal renewal type. Unlimited times for renewal. When time deposit is renewed, the interest is not included in renewal time deposit amount, but credited to demand deposit of this composite deposit account of the same currency as designated in advance.

本金自動轉存，轉期次數不限，其利息轉入本存款項下之活存。

- Automatic principal and interest renewal type. Unlimited times for renewal.

本息自動轉存，轉期次數不限。

- If the Depositor wants to terminate the automatic renewal, the Depositor shall notify the Bank to transfer the time deposit into the demand deposit of this composite deposit account.

其後如不作續存，存戶應通知 貴行將該筆定存轉存入本存款項下之活存帳戶中。

- (4) Time Deposit Principal Pledge under composite deposit account shall be one of the following types. 本帳戶有關質借事項得依照下列方式擇一辦理：

- I、 Deactivate time deposit pledge function. All withdrawals and/or payments are limited to the bank balance. No funds can be advanced under this composite deposit account.

不辦理質借。本帳戶所有支出交易均以外匯活期存款餘額為限， 貴行不得就其外匯定期存款額度內墊付。

- II、 Activate time deposit pledge function. If the bank balance is insufficient for the Depositor's withdrawal and/or payments, the Bank may advance the insufficient sums within the coverage of pledge guarantee, a maximum amount of 90% principal. The advances are deemed the Depositor's loan owed to the Bank even while a loan contract will not be issued. The principal and interest of the time deposit are fully pledged to the Bank as collaterals.

Should there be time deposit of other currency in need of a pledge, the Depositor shall notify the Bank by changing the stipulated terms and conditions with the Bank.

本開戶幣別存款項下之定存需辦理質借。本開戶幣別存款項下之活存，如餘額不足支付存戶取款金額時，由 貴行自動就該幣別存款項下之定存總額九成（或存戶與 貴行約定之質借成數，惟最高不得超逾九成）額度內墊付，墊付金額即為存戶向 貴行之借款，不另立借據。該幣別定存即已悉數設定質權予 貴行，以擔保存戶在本存款項下之全部借款。

另本存款項下之其他幣別倘有質借需求，將另行以變更約定事項之方式通知 貴行辦理。

- (5) Repayment hereof : Deposit under this composite deposit account will be made as repayment to the loan automatically without prior notice at time deposit maturity date, at time deposit termination date, or at the automatic renewal date.

Period hereof : The expiry date of such loan may not be later than the maturity date of the relevant time deposit

Loan interest rate hereof : The accrual loan interest rate shall be calculated in accordance with relevant currency time deposit interest rate plus 1.5 % annual rate. The loan interest payment shall be calculated on the basis of daily outstanding balance. The Bank may debit the Account for interest payable without prior notice to the Depositor. If the unused loan facility amount is insufficient for repayment amount, the Depositor should repay the full amount no later than the monthly accrual interest date.

前條借款本息之抵償：由 貴行就存戶日後存入本存款項下之活存或定存經中途解約或到期解約之款項

自動抵償，如定存約定自動轉存者，由 貴行於轉存日逕行解約抵償本息，無需 貴行另行通知。

前條借款期限：不得超過借款當時本存款項下該幣別定期存款之最後到期日。

前條借款利率：按本存款項下該幣別定存利率加年利率 1.50%計息，採用當日最終餘額法計算之，於每月月底結息，由 貴行逕入活存帳之借方，如尚未動用之借款額度不足墊付利息時，不足部份存戶應於結息日存入補足。

- (6) The time deposit under this composite deposit account will not issue any certificate of time deposit and will only record the time deposit on the back of the passbook. Any and all composite deposit accounts established with the Bank may not be assigned, transferred or pledged to any third party, but the Deposit shall be pledged to the Bank. The interest calculation of early withdrawal will be subject to the relevant terms and conditions of time deposit.

本存款項下之定存不另開立存單，僅記載於存摺封底頁。該定存不得設定質權或轉讓予第三人，於存入時同時設定質權予 貴行。其中有關定存中途解約利息計算方式，則依 貴行外匯定期存款相關規定辦理。

- (7) The interest of Deposit under this composite deposit account, excluding that of automatic principal and interest renewal type, shall be credited to the demand deposit. If the time deposit with the same currency consists of different interest rates, the time deposits will be chosen as collateral according to the interest rates thereof in ascending order and the loan interest will be calculated respectively.

本存款項下各種存款之利息，除本開戶總約定書敘明之本息自動轉存外，均由 貴行自動轉帳存入活存內。如有多筆同一幣別定存且利率不一時，則按該同幣別定存利率依序由低至高分別加計，並就各筆該同幣別定存得質借限額分段計算借款利息。

- (8) If the Bank's advance exceeds the coverage of pledge guarantee, the Depositor shall repay the excess amount thereof within one month after the receipt of Bank notice. Should the Depositor fail to do so, the Bank may, at any time, debit the time deposit under this account for repayment without prior notice.

貴行對存戶墊付之金額如超過本開戶總約定書所載之最高限額時，如經 貴行通知後一個月內，存戶仍未清償超過之部份， 貴行得將本存款項下之定存中途解約並抵償之。