

法國巴黎銀行存款總約定書修訂公告

親愛的客戶您好：

為了提供您更專業及便捷之服務，法國巴黎銀行擬修改企業金融客戶現行所使用之存款總約定書，修訂及增訂內容如後，變更後之條款將於 2015 年 10 月 5 日起生效。如您有任何疑問，請洽詢您的客戶關係經理。

法國巴黎銀行存款總約定書(2015 年) 修訂前後比較表：

約定條款	原條款	修改後條款
前言	<p><input type="checkbox"/> 台北分行 Taipei Branch</p> <p><input type="checkbox"/> 高雄分行 Kaohsiung Branch</p> <p><input type="checkbox"/> 國際金融業務分行 Offshore Banking Branch</p> <p>致：法國巴黎銀行（下稱「貴行」） TO: BNP Paribas (the "Bank")</p> <p>茲就本人/本公司（下稱「存款人」）與 貴行於中華民國台灣地區境內所有分行之各項存款帳戶往來（包括各種幣別、期限、種類之存款帳戶之開立及款項存提及匯款等事宜），謹同意於法律許可之最大範圍內，均遵守下列各項約定：</p> <p>With reference to the transactions in connection with my/our various deposit account(s) with the relevant branches of the Bank within the territory of the Republic of China (Taiwan), including the opening of account(s) of any type, with any tenor, in any currency, and the deposit thereto and the withdrawal or transfer therefrom, I/we (the "Depositor") hereby agree to be bound by, to the greatest extent permitted by the laws, the following terms and conditions:</p>	<p>致：法國巴黎銀行，其係依法國法律組織設立，公司註冊所在地為 <u>16 BOULEVARD DES ITALIENS, PARIS 9 EME, FRANCE</u>（下稱「貴行」），並透過下述位於台灣的分行辦理相關事宜</p> <p>TO: <u>BNP Paribas, a company incorporated under the laws of France with its registered office at 16 BOULEVARD DES ITALIENS, PARIS 9 EME, FRANCE (the "Bank"), acting through its hereunder branch in Taiwan</u></p> <p><input type="checkbox"/> 台北分行 Taipei Branch</p> <p><input type="checkbox"/> 高雄分行 Kaohsiung Branch</p> <p><input type="checkbox"/> 國際金融業務分行 Offshore Banking Branch</p> <p>茲就本人/本公司（下稱「存款人」）與 貴行於中華民國台灣地區境內所有分行之各項存款帳戶往來（包括各種幣別、期限、種類之存款帳戶之開立及款項存提及匯款等事宜），謹同意於法律許可之最大範圍內，均遵守<u>本存款總約定書（下稱「本總約定書」）</u>下列各項約定：</p> <p>With reference to the transactions in connection with my/our various deposit account(s) with the relevant branches of the Bank within the territory of the Republic of China (Taiwan), including the opening of account(s) of any type, with any tenor, in any currency, and the deposit thereto and the withdrawal or transfer therefrom, I/we (the "Depositor") hereby agree to be bound by, to the greatest extent permitted by the laws, the following terms and conditions of this General Agreement for Deposits (this "Agreement"):</p>

<p>第一章 一般約款</p> <p>2. 提款</p>	<p>2. <u>提款</u></p> <p>2. <u>WITHDRAWALS.</u></p> <p>除與 貴行另有約定外，存款人取款須以 貴行發給之支票(如為支票存款戶)或取款憑條(如為活期存款戶)加蓋存款人留存 貴行之簽章式樣並經 貴行核驗無誤後為之。支票或取款憑條上之簽章如有偽造、仿冒、變造等情事，倘 貴行已盡善良管理人之注意義務仍無法辨識而付款時， 貴行無需對存款人因此所發生之損失負賠償責任。存款人之授權簽字人員及其簽章式樣如有變更時，除 貴行已實際收到存款人之書面通知外，對 貴行不生效力。</p> <p>Unless otherwise agreed by the Bank, withdrawals are permitted only by checks (for checking deposit accounts) or withdrawal slips (for non-checking deposit accounts) affixed with signature(s) or chop(s) conforming to the signature/chop specimen registered with the Bank and duly verified by the Bank. The Bank shall not be responsible for any losses to the Depositor resulting from forgery, counterfeiting or alteration of signature/chop on checks or withdrawal slips which cannot be ascertained by the Bank through the exercise of the reasonable care of a good administrator. No change in any authorized signatory of the Depositor or any change in the signature/chop specimen thereof shall be binding on the Bank unless and until notice thereof is actually received by the Bank in writing.</p>	<p>2. <u>提款</u></p> <p>2. <u>WITHDRAWALS.</u></p> <p>除與 貴行另有約定外，存款人取款須以 貴行發給之支票(如為支票存款戶)或取款憑條(如為活期存款戶)加蓋存款人留存 貴行之簽章式樣並經 貴行核驗無誤後為之。支票或取款憑條上之簽章如有偽造、仿冒、變造等情事，倘 貴行已盡善良管理人之注意義務仍無法辨識而付款時， 貴行無需對存款人因此所發生之損失負賠償責任。存款人之授權簽字人員及其簽章式樣如有變更時，除 貴行已實際收到存款人之書面通知外，對 貴行不生效力。</p> <p>Unless otherwise agreed by the Bank, withdrawals are permitted only by checks (for checking deposit accounts) or withdrawal slips (for non-checking demand deposit accounts) affixed with signature(s) or chop(s) conforming to the signature/chop specimen registered with the Bank and duly verified by the Bank. The Bank shall not be responsible for any losses to the Depositor resulting from forgery, counterfeiting or alteration of signature/chop on checks or withdrawal slips which cannot be ascertained by the Bank through the exercise of the reasonable care of a good administrator. No change in any authorized signatory of the Depositor or any change in the signature/chop specimen thereof shall be binding on the Bank unless and until notice thereof is actually received by the Bank in writing.</p>
<p>第一章 一般約款</p> <p>10. 利息(1)</p>	<p>10. <u>利息</u></p> <p>10. <u>INTEREST.</u></p> <p>存款之利息，依新台幣或其他幣別區分為以一年 365 天計算或以 360 天計算，且除法令或本約定書另有規定外，均應依實際天數計息，並依下列方式給付：</p> <p>Interest shall be calculated, on the basis of a year of 365 days (NTD) or a year of 360 days (other currencies) and, unless otherwise required by applicable laws and regulations or specified in this Agreement, shall be calculated on the basis of actual number of days elapsed and be paid as follows:</p> <p>(1) <u>活期存款</u>：按 貴行相關幣別存款之牌告利率計息（ 貴行得隨時調整該等利率而無須先通知存款人），於每年六月二十日及十二月二十日結算付息一次。</p> <p>(1) <u>Demand Deposits.</u> Interest shall be calculated at the then prevailing rate for the relevant currency posted by the Bank from time to time (such rates may be adjusted by the Bank from time to time without prior notice to the Depositor). Interest shall be calculated, settled and paid at June 20 and December 20 of each year; and</p>	<p>10. <u>利息</u></p> <p>10. <u>INTEREST.</u></p> <p>存款之利息，依新台幣或其他幣別區分為以一年 365 天計算或以 360 天計算，且除法令或本<u>總</u>約定書另有規定外，均應依實際天數計息，並依下列方式給付：</p> <p>Interest shall be calculated, on the basis of a year of 365 days (NTD) or a year of 360 days (other currencies) and, unless otherwise required by applicable laws and regulations or specified in this Agreement, shall be calculated on the basis of actual number of days elapsed and be paid as follows:</p> <p>(1) <u>活期存款</u>：按 貴行相關幣別存款之牌告利率計息（ 貴行得隨時調整該等利率而無須先通知存款人），<u>貴行將就每日餘額之實際天數計息</u>，於每年六月二十日及十二月二十日結算付息一次。</p> <p>(1) <u>Demand Deposits.</u> Interest shall be calculated at the then prevailing rate for the relevant currency posted by the Bank from time to time (such rates may be adjusted by the Bank from time to time without prior notice to the Depositor). <u>Interest shall be calculated on a daily basis, on the daily closing balance in the account.</u> Interest shall be calculated, settled and paid <u>at on</u> June 20 and December 20 of each year; and</p>

<p>第一章 一般約款</p> <p>11. 定存提前解約</p> <p>(1)</p>	<p>11. <u>定存提前解約</u></p> <p>11. <u>EARLY TERMINATION OF THE TIME DEPOSITS.</u></p> <p>(1) 新台幣存款：不可轉讓定期存款提前解約時，應依「定期存款質借及中途解約辦法」辦理。可轉讓定期存款不得中途解約。</p> <p>(1) NEW TAIWAN DOLLAR DEPOSITS. IN CASE A NON-NEGOTIABLE TIME DEPOSIT IS TERMINATED PRIOR TO ITS SCHEDULED MATURITY DATE, THE INTEREST PAYABLE ON SUCH DEPOSIT SHALL BE CALCULATED IN ACCORDANCE WITH THE RULES GOVERNING PLEDGED OR EARLY-TERMINATED TIME DEPOSITS. A NEGOTIABLE TIME DEPOSIT MAY NOT BE TERMINATED PRIOR TO ITS SCHEDULED MATURITY DATE AND NO INTEREST IS PAYABLE AFTER SUCH MATURITY.</p>	<p>11. <u>定存提前解約</u></p> <p>11. <u>EARLY TERMINATION OF THE TIME DEPOSITS.</u></p> <p>(1) 新台幣存款：不可轉讓定期存款提前解約時，應依「定期存款質借及中途解約辦法」辦理。可轉讓定期存款不得中途解約且到期後不計息。</p> <p>(1) NEW TAIWAN DOLLAR DEPOSITS. IN CASE A NON-NEGOTIABLE TIME DEPOSIT IS TERMINATED PRIOR TO ITS SCHEDULED MATURITY DATE, THE INTEREST PAYABLE ON SUCH DEPOSIT SHALL BE CALCULATED IN ACCORDANCE WITH THE RULES GOVERNING PLEDGED OR EARLY-TERMINATED TIME DEPOSITS. A NEGOTIABLE TIME DEPOSIT MAY NOT BE TERMINATED PRIOR TO ITS SCHEDULED MATURITY DATE AND NO INTEREST IS PAYABLE AFTER SUCH MATURITY.</p>
<p>第一章 一般約款</p> <p>13. 幣別轉換</p>	<p>13. <u>幣別轉換</u></p> <p>13. <u>CURRENCY CONVERSION.</u></p> <p>為執行各存款帳戶之交易，如需將款項自一種幣別兌換成另一種幣別時，應依交易當時 貴行即期買入或賣出該外幣之匯率計算。就本約定書下各項帳戶之存款、兌換及交易，存款人應自行負責幣別兌換之申報、申請、核准，並自行承擔各有關外匯匯率變動、兌換限制及兌換損失之風險。</p> <p>Should it become necessary to convert one currency into another currency to execute a deposit account transaction, the Bank shall apply the Bank's then prevailing spot buying/selling exchange rate for such conversion as of the date thereof. The Depositor shall be responsible for all approval, application or report required for foreign exchange conversions and all risks with respect to currency fluctuations, foreign exchange restrictions and losses in connection with the deposits and transactions of the relevant account(s) (including conversions) shall be borne by the Depositor.</p>	<p>13. <u>幣別轉換</u></p> <p>13. <u>CURRENCY CONVERSION.</u></p> <p>為執行各存款帳戶之交易，如需將款項自一種幣別兌換成另一種幣別時，應依交易當時 貴行<u>主要之</u>即期買入或賣出該外幣之匯率計算。就本<u>總</u>約定書下各項帳戶之存款、兌換及交易，存款人應自行負責幣別兌換之申報、申請、核准，並自行承擔各有關外匯匯率變動、兌換限制及兌換損失之風險。</p> <p>Should it become necessary to convert one currency into another currency to execute a deposit account transaction, the Bank shall apply the Bank's then prevailing spot buying/selling exchange rate for such conversion as of the date thereof. The Depositor shall be responsible for all approval, application or report required for foreign exchange conversions and all risks with respect to currency fluctuations, foreign exchange restrictions and losses in connection with the deposits and transactions of the relevant account(s) (including conversions) shall be borne by the Depositor.</p>
<p>第一章 一般約款</p> <p>14. 轉讓設質限制</p>	<p>15. <u>轉讓設質限制</u></p> <p>15. <u>TRANSFER OR PLEDGE.</u></p>	<p>154. <u>轉讓設質限制</u> (更改條號)</p> <p>154. <u>TRANSFER OR PLEDGE.</u></p>
<p>第一章 一般約款</p> <p>16. 求償權之限制</p>	<p>17. <u>求償權之限制</u></p> <p>17. <u>LIMITATION ON RECOURSE.</u></p> <p>本項存款限由 貴行在中華民國境內承辦相關存款之分行償付，並適用中華民國各項法令（包括行政法規及政府命令等）之規定。如 貴行之該等分行如因匯兌或資金移轉之限制、徵收、非自願性之移轉、戰爭、內亂或其他不可歸責於 貴行該等分行之類似事由致未能履約時， 貴行之該等分行無需負責，且此時 貴行之其他分行、子公司或關係事業亦無須負擔任何責任。</p> <p>The obligations of the Bank hereunder are payable solely at the branch of the Bank in the Republic of China which confirmed the relevant transaction and are subject to the laws of the R.O.C. (including any governmental acts, orders,</p>	<p>176. <u>求償權之限制</u></p> <p>176. <u>LIMITATION ON RECOURSE.</u></p> <p>本項存款限由 貴行在中華民國境內承辦相關存款之分行償付，並適用中華民國各項法令（包括行政法規及政府命令等）之規定。如 貴行之該等分行如<u>因</u>匯兌或資金移轉之限制、徵收、非自願性之移轉、戰爭、內亂或其他不可歸責於 貴行該等分行之類似事由致未能履約時， 貴行之該等分行無需負責，且此時 貴行之其他分行、子公司或關係事業亦無須負擔任何責任。</p> <p>The obligations of the Bank hereunder are payable solely at the branch of the Bank in the Republic of China which confirmed the relevant transaction and</p>

	<p>decrees, and regulations). Such branch of the Bank shall not be liable for unavailability of the funds credited to the account(s) due to restrictions on convertibility or transferability, requisitions, involuntary transfers, acts of war or civil strife, or other similar causes beyond its control, in which circumstances no other branch, subsidiary or affiliate of the Bank shall be responsible therefor.</p>	<p>are subject to the laws of the R.O.C. (including any governmental acts, orders, decrees, and regulations). Such branch of the Bank shall not be liable for unavailability of the funds credited to the account(s) due to restrictions on convertibility or transferability, requisitions, involuntary transfers, acts of war or civil strife, or other similar causes beyond its control, in which circumstances no other branch, subsidiary or affiliate of the Bank shall be responsible therefor.</p>
<p>第一章 一般約款 17. 存款人資料之揭露及使用(2)及(3)</p>	<p>(2) 存款人茲不可撤回且無條件地授權 貴行得將其持有與存款人有關、或存款人與 貴行往來融資、存款、匯款或進行任何交易之資料提供予(1)向 貴行提供專業諮詢或其他服務者及其他法令許可及必要範圍內，經 貴行委任代 貴行處理事務之第三人；及／或(2) 貴行之總公司、其他分公司或關係企業及與 貴行有業務合作關係之其他事業；及／或(3)中華民國、法國及因貴行、 貴行之總公司、其他分公司或關係企業從事商業活動而取得管轄權國家之金融主管機關、司法機構、其他政府單位、財團法人金融聯合徵信中心或其他類似機構；及／或(4)向 貴行受讓或參貸融資之受讓人及參貸人(包括可能之受讓人及參貸人)；及／或(5)擬向 貴行收購資產及負債之收購人，及擬與 貴行進行合併之合併人，以及其他擬與 貴行進行類似交易之人。</p> <p>(2) The Depositor hereby irrevocable and unconditionally consents that the Bank may disclose (i) to professional advisors or others rendering services to the Bank and the third parties engaged by the Bank to process the transactions to the extent necessary and permitted by law and/or (ii) to the Bank's head office, other branches and affiliates of the Bank and other corporations that have business corporation relationship with the Bank and/or (iii) to regulatory, judicial or other authorities of the R.O.C., the France or of any other jurisdiction in which the Bank, the Bank's head office, other branches or affiliates do business, the Joint Credit Information Center and other similar institutions and/or (iv) to any participant or assignee (including potential participants/assignees of or in any of the Facilities) and/or (v) to any potential acquirer of the assets and liabilities of the Bank, potential merger candidate of the Bank, or the like.</p> <p>(3) 存款人茲同意 貴行得為：(1)營運、管理及處理存款人與 貴行之往來交易；(2)擴展業務、金融產品及服務之提供或行銷；及／或(3)其他法令所允許之目的，而蒐集、或電腦處理、利用及國際傳遞存款人所提供之或 貴行另行取得之存款人之個人資料及存款人所提供之第三人之個人資料。存款人並保證於提供第三人之個人資料予 貴行前，已獲得該第三人之同意。倘第三人對 貴行為任何請求時，存款人應負全部法律責任，絕無異議。</p> <p>(3) The Depositor hereby consent to the Bank's collection, computer process, use and international transmission of any and all personal data of the Depositor or the third parties provided or to be provided by the Depositor to the Bank or otherwise acquired by the Bank for the purposes of (1) operation, management and the handling of the Bank's</p>	<p>(2) 存款人茲不可撤回且無條件地授權 貴行得將其持有與存款人有關、或存款人與 貴行往來融資、存款、匯款或進行任何交易之資料提供予(1)向 貴行提供專業諮詢或其他服務者及其他法令許可及必要範圍內，經 貴行委任代 貴行處理事務之第三人；及／或(2) 貴行之總公司、其他分公司或關係企業及與 貴行有業務合作關係之其他事業；及／或(3)中華民國、法國及因 貴行、 貴行之總公司、其他分公司或關係企業從事商業活動而取得管轄權國家之金融主管機關、司法機構、其他政府單位(包括稅務主管單位)、財團法人金融聯合徵信中心或其他類似機構；及／或(4)向 貴行受讓或參貸融資之受讓人及參貸人(包括可能之受讓人及參貸人)；及／或(5)擬向 貴行收購資產及負債之收購人，及擬與 貴行進行合併之合併人，以及其他擬與 貴行進行類似交易之人；及／或(6)依 1986 年美國稅法(the United States Internal Revenue Code)(下稱「美國稅法」)第 1471 節至 1474 節之規定，或依任何為實現該等章節規定而簽署之政府間協議中所採用之財政或管理條款、規則或慣例，應對其揭露之政府或稅務主管機關。且存款人不可撤回地豁免任何相關法規中禁止就存款人或本總約定書締結交易為揭露之任何規定。</p> <p>(2) The Depositor hereby irrevocable and unconditionally consents that the Bank may disclose (i) to professional advisors or others rendering services to the Bank and the third parties engaged by the Bank to process the transactions to the extent necessary and permitted by law and/or (ii) to the Bank's head office, other branches and affiliates of the Bank and other corporations that have business corporation relationship with the Bank and/or (iii) to regulatory, judicial or other authorities of the R.O.C., the France or of any other jurisdiction in which the Bank, the Bank's head office, other branches or affiliates do business, the Joint Credit Information Center and other similar institutions and/or (iv) to any participant or assignee (including potential participants/assignees of or in any of the Facilities) and/or (v) to any potential acquirer of the assets and liabilities of the Bank, potential merger candidate of the Bank, or the like and/or (vi) to any government or taxing authority if so required by Sections 1471 through 1474 of the United States Internal Revenue Code of 1986 (the "Code"), or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code, and the Depositor irrevocably waives any applicable law which prevents such disclosure</p>

transactions with the Depositor; (2) business development and provision and marketing of financial products and service; and/or (3) such other purposes as may be permitted by applicable laws and regulations. Moreover, the Depositor warrants and represents the third parties' personal data are provided by the Depositor with their prior consent. The Depositor will be held solely responsible, without protest, for any claim made by the said third parties' to the Bank therefor.

about the Depositor and any transaction entered into under this Agreement.

(3) 存款人茲同意 貴行得為：(1)營運、管理及處理存款人與 貴行之往來交易；(2)擴展業務、金融產品及服務之提供或行銷；及／或(3) 貴行提供之「蒐集、處理及利用個人資料告知書」允許之目的；及／或(4)偵測或者防止洗錢、資助恐怖主義和其他的犯罪行為，及任何與遵守與洗錢防制、反恐怖主義活動、反腐敗、反賄賂、反欺詐、逃漏稅、制裁（定義如後）、禁運或就金融交易進行報告有關之任何法令（包括美國愛國者法案以及任何相等或相似的法令）以及任何主管機關或 貴行為執行或遵守該等法令所訂之任何相關政策（下稱「洗錢防制法律和政策」）相關之目的；及／或(5)其他法令所允許之目的，而蒐集、或電腦處理、利用及國際傳遞存款人所提供之或 貴行另行取得之存款人之個人資料及存款人所提供之第三人之個人資料。存款人並保證於提供第三人之個人資料予 貴行前，存款人已提供 貴行「蒐集、處理及利用個人資料告知書」予該第三人，且已確認其明確瞭解 貴行「蒐集、處理及利用個人資料告知書」之告知事項內容。存款人並保證於提供第三人個人資料予 貴行前，已獲得該第三人之同意。倘第三人對 貴行為任何請求時，存款人應負全部法律責任，絕無異議。

(3) The Depositor hereby consents

to the Bank's collection, computer process, use and international transmission of any and all personal data of the Depositor or the third parties provided or to be provided by the Depositor to the Bank or otherwise acquired by the Bank for the purposes of (1) operation, management and the handling of the Bank's transactions with the Depositor; (2) business development and provision and marketing of financial products and service; ~~and/or~~ (3) such purpose as permitted under the "Notification Letter for Collection, Processing and Use of Personal Data" provided by the Bank; and/or (4) detecting or preventing money laundering, terrorist financing and other criminal activities and any purpose relating to or in connection with compliance with any laws or regulations relating to anti-money laundering, counter-terrorism, anti-corruption, anti-bribery, anti-fraud, tax evasion, Sanctions (as defined below), embargoes or reporting requirements in respect of financial transactions (including the USA Patriot Act and any equivalent or similar law regulations) and policies by the Bank or any authority in relation to the enforcement or compliance thereof (together, the "AML Laws and Policies"); and/or (5) such other purposes as may be permitted by applicable laws and regulations. Moreover, the Depositor warrants and represents that the Depositor has provided the third parties with the Bank's Notification Letter for Collection, Processing and Use of Personal Data before the Depositor provided their personal data to the Bank. In addition, the Depositor warrants and represents that such third parties have

		fully understood the content of the Bank's Notification Letter for Collection, Processing and Use of Personal Data. The Depositor further warrants and represents that the third parties' personal data are provided by the Depositor with their prior consent. The Depositor will be held solely responsible, without protest, for any claim made by the said third parties' to the Bank therefor.
第一章 一般約款 18. 存款人資料之揭露及使用	<p>19. <u>抵 銷</u> 19. <u>SET-OFF.</u></p> <p>存款人若有對 貴行之任一債務（包括或有債務）到期未清償之情形或貴行認為必要時（如存款人進行清算、經聲請破產宣告、重整、遭票據交換所拒絕往來、停業或受其他行政處罰、有具體事實足證存款人信用貶落、涉及非法活動或 貴行得依法或依約行使抵銷權等），貴行得隨時於事前或同時通知存款人（但不須經存款人同意）終止本總約定書下之各項存款（包括定存、活存、支存及儲蓄存款）。屆時，貴行有權依法逕對該等帳戶之存款為必要之處分並以其餘額抵償存款人對 貴行之各項債務。</p> <p>If the Depositor fails to perform any of its obligations (including contingent obligation) to the Bank when due or if the Bank deems it necessary (e.g., the Depositor is subject to liquidation, petition in bankruptcy, reorganization, discredit sanction from a clearing house, suspension of business or any other administrative punishment, or if there are sufficient facts to prove that the Depositor's credit standing has diminished or that the Depositor is involved in illegal activities, or if the Bank may exercise set-off rights according to relevant laws or agreements), the Bank may, at any time and from time to time, terminate this Agreement and close the account contemplated herein (including demand, checking, time deposit and saving accounts) with prior or simultaneous notice to, but without consent of, the Depositor. In such event, the Bank shall be entitled to dispose of the outstanding balance in the relevant account(s) in accordance with relevant laws and regulations and in such manner as the Bank may deem necessary or appropriate, and set-off and apply such balance against sums due to the Bank.</p>	<p>198. <u>抵 銷</u> 198. <u>SET-OFF.</u></p> <p>存款人若有對 貴行之任一債務（包括或有債務）到期未清償之情形或 貴行認為必要時（如存款人進行清算、經聲請破產宣告、重整、遭票據交換所拒絕往來、停業或受其他行政處罰、有具體事實足證存款人信用貶落、涉及非法活動或 貴行得依法或依約行使抵銷權等），貴行得隨時於事前或同時通知存款人（但不須經存款人同意）終止本總約定書下之各項存款（包括定存、活存、支存及儲蓄存款）。屆時，貴行有權依法逕對該等帳戶之存款為必要之處分並以其餘額抵償存款人對 貴行之各項債務。</p> <p>If the Depositor fails to perform any of its obligations (including contingent obligation) to the Bank when due or if the Bank deems it necessary (e.g., the Depositor is subject to liquidation, petition in bankruptcy, reorganization, discredit sanction from a clearing house, suspension of business or any other administrative punishment, or if there are sufficient facts to prove that the Depositor's credit standing has diminished or that the Depositor is involved in illegal activities, or if the Bank may exercise set-off rights according to relevant laws or agreements), the Bank may, at any time and from time to time, terminate this Agreement and close the account contemplated herein (including time, demand, checking, time deposit and saving accounts) with prior or simultaneous notice to, but without consent of, the Depositor. In such event, the Bank shall be entitled to dispose of the outstanding balance in the relevant account(s) in accordance with relevant laws and regulations and in such manner as the Bank may deem necessary or appropriate, and set-off and apply such balance against sums due to the Bank.</p>
第一章 一般約款 19. 稅捐	<p>20. <u>稅 捐</u> 20. <u>TAXES.</u></p> <p>貴行於現在或將來就存款人任何存款帳戶之付款所發生之各項稅捐及費用，均應由存款人負擔。如有應付之中華民國稅捐時，存款人同意 貴行得依相關法令規定就其付予存款人之款項依法扣繳各項稅款。</p> <p>All taxes, duties, charges, deductions and withholdings with respect to any and all payments made or to be made by the Bank with respect to Depositor's any deposit account shall be borne by the Depositor. The Depositor agrees that in case any taxes or duties of the Republic of China. are payable, the Bank may</p>	<p>2019. <u>稅 捐</u> 2019. <u>TAXES.</u></p> <p>貴行於現在或將來就存款人任何存款帳戶之付款所發生之各項稅捐及費用，均應由存款人負擔。如有應付之中華民國稅捐時，存款人同意 貴行得依相關法令規定就其付予存款人之款項依法扣繳各項稅款。<u>如因存款人之身分以致於美國稅務法規之規定下，依 1986 年美國稅法第 1471 節及第 1472 節、依美國稅法發布之美國財政部法規或其他指示、任何相關之政府間協議或任何相似或相關之非美國法律，或依據前述規定而與任何政府或稅務主管機關簽訂之任何協議， 貴行認定就存款人之帳戶應為扣抵</u></p>

	deduct or withhold any and all such sums from any amount payable by the Bank in accordance with applicable laws and regulations.	<p>或扣繳稅款時(以下稱「<u>FATCA 扣繳稅</u>」),存款人授權 貴行得對於任何 貴行應支付予存款人且受 <u>FATCA 扣繳稅</u>規範之款項進行扣抵或扣繳。因此,貴行支付予存款人之任何款項將會減去該扣抵或扣繳金額,且將該扣抵或扣繳金額繳交美國國稅局、其他政府或稅務機關或任何其代表。</p> <p>All taxes, duties, charges, deductions and withholdings with respect to any and all payments made or to be made by the Bank with respect to Depositor's any deposit account shall be borne by the Depositor. The Depositor agrees that in case any taxes or duties of the <u>Republic of China R.O.C.</u> are payable, the Bank may deduct or withhold any and all such sums from any amount payable by the Bank in accordance with applicable laws and regulations. <u>If the Bank determines that it is required to make a deduction or withholding for or on account of tax imposed under Sections 1471 and 1472 the Code, the United States Treasury Regulations or other guidance issued under the Code, any associated intergovernmental agreement, or any similar or associated non-US law or any agreement that the Bank may enter into with any government or tax authority pursuant to any of the foregoing (a "FATCA Withholding Tax"), in each case as a result of the Depositor's status under US tax laws and regulations, the Depositor authorizes the Bank to make such deduction or withholding in respect of any sum payable by the Bank to the Depositor that is subject to the FATCA Withholding Tax, so that any payment to the Depositor will be made net of such deduction or withholding, and to pay any such deduction or withholding as may be necessary to the United States Internal Revenue Service, another government or tax authority or any other person on behalf thereof.</u></p>
第一章 一般約款 20. 終止	21. <u>終 止</u> 21. <u>TERMINATION.</u>	240. <u>終 止(更改條號)</u> 240. <u>TERMINATION.</u>
本項新增 第一章 一般約款 22.委外	無	<p>本項新增</p> <p>22. <u>委 外</u></p> <p>22. <u>OUTSOURCING</u></p> <p><u>存款人茲同意 貴行得於法令許可及必要之範圍內,將存款人與 貴行往來交易處理事項之一部或全部(包括但不限於行政、電信、電腦作業、資料登錄、處理、輸出、後勤作業、文件掃描作業、資料輸入、表單列印、裝封、交付郵寄、轉匯、存款、付款、交換、徵信、催收等各項與 貴行處理交易及作業有關之事項),委由第三人代為處理,並同意 貴行得將存款人之基本資料及各項往來資料,於處理必要範圍內提供予受 貴行委任處理事務之第三人。</u></p> <p><u>The Depositor agrees that the Bank may, to the extent necessary and</u></p>

		<p><u>permitted by law, engage third parties to process part or all of the transactions between the Depositor and the Bank (including, but not limited to, administrative matters, telecommunications, computer processing, data log-in, processing, output, logistics, document scanning, data input, printing and mailing, remittances, deposits, payments, exchange, credit investigation, debt collection and other matters in connection with such transactions). The Depositor further agrees that the Bank may provide the relevant personal information and transaction information of the Depositor to the third parties engaged by the Bank for the purposes of the processing as mentioned in the preceding sentence.</u></p>
<p>第一章 一般約款 25.</p>	<p>25. 本總約定書如有未盡事宜（包括但不限於洗錢防制相關規定），悉依有關法令處理。 25. For relevant matters not prescribed hereunder (including, but not limited to, the relevant anti-money laundering laws and regulations), the parties agree that such matters shall be handled in accordance with applicable laws and regulations.</p>	<p>25. 本總約定書如有未盡事宜（包括但不限於洗錢防制<u>法律和政策</u>相關規定），悉依有關法令處理。 25. For relevant matters not prescribed hereunder (including, but not limited to, the relevant anti-money laundering laws and regulations <u>concerning AML Laws and Policies</u>), the parties agree that such matters shall be handled in accordance with applicable laws and regulations.</p>
<p>第一章 一般約款 26. 遵守洗錢防制法律和政策</p>	<p>無</p>	<p>本項新增 26. <u>遵守洗錢防制法律和政策</u> 26. <u>COMPLIANCE WITH AML LAWS AND POLICIES.</u></p> <p><u>(1) 存款人應(1)負責控制並核實存款人直接或間接透過存款帳戶所締結之交易，特別是關於洗錢防制和遵守洗錢防制法律和政策方面；(2)確保存款人不會為洗錢之目的或違反任何洗錢防制法律和政策而使用或允許使用存款帳戶，且依存款人要求所簽發之任何指令，非為或擬為洗錢目的而使用；(3)確保存款人、存款人之任何子公司、存款人或存款人之子公司之董事或職員、或於存款人所能知悉之最大範圍內，任何存款人之關係企業或職員並非(x)受制裁（如后定義）之主體或標的（下稱「受制裁者」），或為受制裁者所擁有或控制者，或可能成為受制裁者；或(y)位於、設立於或居住於任何國家或領土其本身或其政府廣泛地為制裁禁止與其交易（下稱「受制裁國家」）；及(4)確保存款人、存款人之任何子公司、存款人或存款人之子公司之董事或職員、或於存款人所能知悉之最大範圍內，任何存款人之關係企業或職員，並未從事任何可能違反相關管轄權所應適用之反賄賂、反腐敗或洗錢防制法之活動或行為，且存款人已制定並且保持旨在確保不違反前述法律的政策和程序。</u></p> <p><u>(1) The Depositor shall (i) be responsible for controlling and verifying any transactions which the Depositor does directly or indirectly through the use of the deposit account(s), particularly with regards to the prevention of money laundering and compliance with any AML Laws and Policies; (ii) not use or permit the use of any deposit account(s) for money laundering purposes or in contravention of any AML Laws and Policies and that any instructions issued at</u></p>

the request of the Depositor must not be, and are not intended to be, used in those ways; (iii) ensure that none of the Depositor, any of the Depositor's subsidiaries, the Depositor's or their respective directors or officers, or, to the best of the Depositor's knowledge, any of the Depositor's affiliates or officers is a person, that is, or is owned or controlled by any person that is, or is likely to become: (x) a person that is the subject or target of any Sanctions (as defined below) ("Sanctioned Person") or (y) located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions broadly prohibiting dealings with such government, country or territory (the "Sanctioned Country"); and (iv) ensure that none of the Depositor, any of the Depositor's subsidiaries, the Depositor's or their respective directors or officers, or to the best of the Depositor's knowledge, any of the Depositor's affiliates or officers has engaged in any activity or conduct which would violate any applicable anti-bribery, anti-corruption or anti-money laundering laws in any applicable jurisdiction and the Depositor has instituted and maintain policies and procedures designed to prevent the violation of such laws.

(2) 存款人將不直接或間接利用存款帳戶或其收益，或借貸、資助或以其他方式將該收益提供與任何子公司、合資合夥人或其他人以(1)資助任何資助時為受制裁者或受制裁國家之活動或業務；或(2)以任何其他方式可能導致他人違反任何由美國財政部海外資產控制辦公室(OFAC)、美國國務院、聯合國安全理事會、歐盟、法國、英國財政部及其他制裁相關主管機關所制定、管理、強制或實施之經濟或交易制裁或限制措施（下稱「制裁」）。

(2) The Depositor will not directly or indirectly, use any deposit account(s) or the proceeds thereof, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person (i) to fund any activities or business of or with any person, or in any country or territory, that, at the time of such funding, is, a Sanctioned Person or a Sanctioned Country, or (ii) in any other manner that would result in a violation of any economic or trade sanctions or restrictive measures enacted, administered, imposed or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), the U.S. Department of State, the United Nations Security Council, the European Union, the French Republic, Her Majesty's Treasury, or any other relevant sanctions authority ("Sanctions") by any person.

(3) 為遵守洗錢防制法律和政策，貴行可能(1)被禁止與所涉及的特定個人或者實體進行或完成交易；或(2)被要求向主管機關報告可疑交易。

(3) To comply with AML Laws and Policies, the Bank may be (i) prohibited from entering or concluding transactions involving certain persons or entities; or (ii) required to report suspicious transactions to an authority.

(4) 貴行、其關係企業和其各自之總部、分行、支行、地區辦公室和代表處（下合稱「法國巴黎銀行集團」）的成員可以攔截並調查任何付款訊息和其他由存款人或者代表存款人發送或者接收的訊息或通信，並可以延遲、限制或者拒絕支付，該等支付篩選可能導致對特定訊息處理的延期。

(4) A member of the Bank, its affiliates and any of their respective head office, branches, sub-branches, regional offices and representative offices (together, "the BNP Paribas Group") may intercept and investigate any payment messages and other information or communications sent to or by the Depositor or on the Depositor's behalf and may delay, block or refuse to make any payment and payment screening may cause a delay in processing certain information.

(5) 若法國巴黎銀行集團的成員：(1)被送達、通知或者受到任何命令、判決、行動、裁罰、法令、令狀或其他形式的洗錢防制法律和政策項下的司法或行政程序的影響（包括任何性質的扣押令、沒收令、充公、傳票、凍結或禁止命令，搜查令或禁令或任何形式的扣押或暫緩，不論其是否有法律效力），且前述所有情形可以以任何形式直接或間接影響、關聯到或涉及到或者可能影響、關聯到或涉及到存款人、任何存款帳戶、與存款人的任何交易或業務往來，或法國巴黎銀行集團的成員的任何同業往來帳戶（下合稱「程序」）；(2)確信可能受限於任何洗錢防制法律和政策規定的任何程序；或(3)依其考慮認為為了符合任何洗錢防制法律和政策的任何程序是必需的，貴行可以採取任何貴行認為必要的或者合適的、與該等程序有關的行動，包括凍結資金、防止存款帳戶操作、拒絕存款人提取資金的要求、不執行任何指令、或者延遲或取消交易。

(5) If a member of the BNP Paribas Group: (i) is served with, notified of or otherwise affected by any order, judgment, act, sanction, decree, writ or other form of judicial or administrative process under any AML Laws and Policies (including orders of attachment or forfeiture, confiscation, garnishment, freezing or restraining orders, warrants or injunctions or levies of any form or stays of whatsoever nature and whether having the force of law or not) which may in any manner whatsoever, directly or indirectly, affect, relate or be referable to, or appear to affect, relate or be referable to, the Depositor, any deposit account(s), any transaction or dealing with the Depositor or any interbank account of a member of the BNP Paribas Group (together, the "Process"); (ii) believes that it may be subject to any Process under any AML Laws and Policies; or (iii) considers in its opinion that it is necessary to comply with any Process under any AML Laws and Policies, the Bank may take any action the Bank considers necessary or appropriate in connection with that Process, including freezing funds, preventing the operation of a deposit account, refusing a request for funds from the Depositor, not complying with

any instructions, or delaying or cancelling a transaction.

(6) 除非（或直至事後）洗錢防制法律和政策允許，否則法國巴黎銀行集團的成員無需就其採取的任何行動通知存款人。

(6) A member of the BNP Paribas Group need not notify the Depositor of any action the member has taken, unless (or until after) it is permitted to do so under the AML Laws and Policies.

(7) 存款人須提供法國巴黎銀行集團的任何成員要求的全部資訊，以便於這些成員履行他們關於洗錢防制法律和政策義務。存款人同意法國巴黎銀行集團的任何成員可以為了該等目的向相關主管機關揭露該等資訊。

(7) The Depositor must provide all information requested by any member of the BNP Paribas Group to allow that member to meet its obligations relating to any AML Laws and Policies. The Depositor agrees that any member of the BNP Paribas Group may disclose such information to any relevant authority for these purposes.

(8) 法國巴黎銀行集團的成員在行使權利或履行職責或義務過程中（而該等權利、職責或義務全部或部分是因採取本條規定的步驟而引起），由於法國巴黎銀行集團的成員的行為或延遲行為或未能履行造成的任何損失，法國巴黎銀行集團的成員對該等損失無需負責，即使任何洗錢防制法律和政策下的任何程序隨後被修改、廢除、被決定沒有法律效力或約束力，而不涉及存款人或無須遵守。

(8) No member of the BNP Paribas Group is liable for any loss arising out of any action taken or any delay or failure by us or a member of the BNP Paribas Group, in exercising any of its rights or performing any of its duties or other obligations, caused in whole or in part by any steps taken under this Clause even if any Process under any AML Law and Policies may be subsequently modified, vacated, determined to have been without legal force or binding effect, not referable to the Depositor or not required to be complied with.

(9) 與存款帳戶有關的任何支付將由存款人獨立承擔風險。貴行不會對因任何洗錢防制法律和政策下的任何程序規定而遭到扣押、限制、沒收、扣留或凍結的金額進行退款，這些措施可能以任何形式（直接或間接）影響、關聯到或涉及存款人、任何存款帳戶或者與存款人的任何交易或者業務往來，除非且直到該金額被解除上述措施後歸還給 貴行或存款人。

(9) Any payment initiated in connection with any deposit account(s) will be made at the Depositor's sole risk. The Bank will not refund amounts attached, restrained, forfeited, seized or frozen under any Process under any AML Laws and Policies, which may in any manner whatsoever (directly or indirectly) affect,

		<u>relate or be referable to the Depositor, any deposit account(s) or any transaction or dealing with the Depositor, unless and until such funds are released back to the Bank or the Depositor.</u>
第一章 一般約款 27.	26. 本總約定書中英文如有文義兩歧時，應以中文為主。 26. In the event of any discrepancy between the Chinese and English texts, the Chinese version shall govern.	(更改條號) 267. 本總約定書中英文如有文義兩歧時，應以中文為主。 267. In the event of any discrepancy between the Chinese and English texts, the Chinese version shall govern.
第二章 存款支票 2. 開戶審查與開戶資料變更 (3)	(3) 存款人如為法人戶，其名稱或負責人變更，而未依前項約定辦理時，於貴行發現該項情事並通知存款人辦理變更手續，逾一個月未辦理者，貴行得終止與存款人之支票存款帳戶往來關係，並通知存款人結清帳戶。 (3) If the Depositor is a legal entity, the Bank may terminate the checking deposit account relation with the Deposit and notify the Deposit to settle the account, once the Deposit changes its name or responsible person without giving a written notice to the Bank and fails to conduct the procedure for relevant changes as described in the preceding paragraph within one (1) month upon receipt of the Bank's request to do so.	(3) 存款人如為法人戶，其名稱或負責人變更，而未依前項約定辦理時，於貴行發現該項情事並通知存款人辦理變更手續，逾一個月未辦理者，貴行得終止與存款人之支票存款帳戶往來關係，並通知存款人結清帳戶。 (3) If the Depositor is a legal entity, the Bank may terminate the checking deposit account relation with the Depositor and notify the Depositor to settle the account, once the Depositor changes its name or responsible person without giving a written notice to the Bank and fails to conduct the procedure for relevant changes as described in the preceding paragraph within one (1) month upon receipt of the Bank's request to do so.
第二章 存款支票 3.本票 (3)	(3) 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。 (3) If the promissory note issued by the Depositor is dishonored because that the checking deposit account has insufficient funds, or that the drawer's signature and chop are not identical with the specimen chop/signature registered with the Bank that in the Specimen Card, the Depositor's record of dishonored promissory notes will be calculated together with the record of his dishonored checks.	(3) 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。 (3) If the promissory note issued by the Depositor is dishonored because that the checking deposit account has insufficient funds, or that the drawer's signature and chop are not identical with the specimen chop/signature registered with the Bank that in the Specimen Card, the Depositor's record of dishonored promissory notes will be calculated together with the record of his dishonored checks.
第二章 存款支票 5.註記	5. <u>註記</u> 5. <u>REMARK.</u> 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。 If Redemption by Payment, Deposit for Standby Payment, Re-presented and Paid, or any other matters involving the creditability of negotiable instrument occurs within three (3) years from the day next to the day when the check is issued by Party A (or the promissory note is issued by Party A, with Party B as the paying agent) is dishonored, Party A may apply with Party B for reverting the matter to the clearing house and having a Remark made pursuant to the "Notice for Remarks on Creditability Status of Checking Deposit Account Depositors."	5. <u>註記</u> 5. <u>REMARK.</u> 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。 If Redemption by Payment, Deposit for Standby Payment, Re-presented and Paid, or any other matters involving the creditability of negotiable instrument occurs within three (3) years from the day next to the day when the check is issued by <u>Party A the Depositor</u> (or the promissory note is issued by <u>Party A the Depositor</u> , with <u>Party B the Bank</u> as the paying agent) is dishonored, <u>Party A the Depositor</u> may apply with <u>Party B the Bank</u> for reverting the matter to the clearing house and having a Remark made pursuant to the "Notice for Remarks on Creditability Status of Checking Deposit Account Depositors."

<p>第二章 存款支票 6.限制或停止發給 空白支票、本票 (1)b.</p>	<p>b. 使用票據有其他不正常之情事者。 b. Other abnormal situation regarding use of negotiable instrument instrument.</p>	<p>b. 使用票據有其他不正常之情事者。 b. Other abnormal situation regarding use of negotiable instrument instrument.</p>
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法國巴黎銀行 敬啟