

有關支票存款特別約定事項

SPECIAL TERMS FOR CHECKING ACCOUNTS.

存款人與貴行就支票存款有關處理退票及拒絕往來事項約定(以下簡稱本條款)如下:

The Depositor and the Bank hereby agree as follows with regard to the handling of dishonored negotiable instruments and rejected account records:

1. 定義

本條款所用名詞定義如下:

- (1) 「退票」:指金融業者對於登示之票據拒絕付款,經填具退票理由單,連同票據,退還執票人之謂。
- (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。
- (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。
- (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。
- (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。
- (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) 「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支票存款往來之謂。

1. DEFINITIONS.

As used in this Section II;

- (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.
- (2) "Redemption" shall mean redemption by payment of the amount due or the like by the Depositor of a Dishonored Negotiable Instrument due to insufficient funds, incorrect chops or signatures, designation of a financial institution acting as paying agent for promissory notes without the agreement of such financial institution or the Depositor's withdrawal of payment instructions prior to expiry of the period for presentation the promissory notes.
- (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 same as "other payables".

- (4) "Re-Presentation and Payment" shall mean re-presentation of a Dishonored Negotiable Instrument and payment thereon from the checking account or "other payables" account.
- (5) "Record" shall mean recordation by the Bills Clearing House of dishonors, Redemptions and other facts relevant to a Depositor's credit on negotiable instruments available for inquiry.
- (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) "Account Rejection" shall mean refusal by a financial institution to handle transactions through a checking account regarding which the Depositor has a bad record.

2. 開戶審查與開戶資料變更

存款人開戶時，應填具印鑑卡及票據領取證交付 貴行，經 貴行向票據交換所查詢存款人之票據信用情形，並認可後發給空白票據。

印鑑卡上資料如有變更，存款人應即書面通知 貴行，如擬變更印鑑，存款人須重填印鑑卡。

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， 貴行得終止支票存款往來契約，並通知存款人結清帳戶。

2. ACCOUNT OPENING REVIEWING AND CHANGE OF ACCOUNT OPENING DATA.
When the Depositor opens an account, he/she/it shall fill out the signature card and the receipt for checks and deliver same to the Bank. After the Bank checks with the Bills Clearing House, the Bank shall deliver blank checks to the Depositor.

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

In the event that the Depositor which is a legal entity changes its name or its responsible person and fails to comply with the preceding paragraph, and fails to cure such failure within one (1) month after the Bank discovers the failure and so notifies to the Depositor, the Bank may terminate the agreement for checking account transactions and notify the Depositor to close the account.

3. 本票

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時，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。

3. PROMISSORY NOTE.
In the event that a promissory note is issued by the Depositor

and the Bank is designated as paying agent, the Bank shall pay the amount due from the checking account of the Depositor. 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 Depositor has not withdrawn his/her/its order of payment and no other circumstances prohibit the Bank from making payment. If the promissory note issued by the Depositor is dishonored due to insufficient funds or incorrect chops or signatures, the fact of such dishonored promissory note shall be recorded together in the Depositor's Record.

4. 手續費

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。

4. HANDLING FEES.

WHEN A NEGOTIABLE INSTRUMENT ISSUED BY THE DEPOSITOR IS DISHONORED DUE TO INSUFFICIENT FUNDS, THE BANK MAY COLLECT HANDLING FEES FROM THE DEPOSITOR.

THE HANDLING FEES DESCRIBED IN THE PRECEDING PARAGRAPH SHALL NOT EXCEED ONE HUNDRED AND FIFTY PERCENT (150%) OF THE HANDLING FEES THAT THE BILLS CLEARING HOUSE COLLECTS FROM THE BANK.

5. 註記

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。

5. RECORD.

In the event that the Depositor has made a Redemption, the Depositor has deposited a Reserve for Payment, there has been Re-Presentation and Payment, or other matters occur related to the Depositor's credit on negotiable instruments within three (3) years after the date on which checks drawn by the Depositor or promissory notes on which the Bank is a paying agent are dishonored, the Depositor 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".

6. 限制或停止發給空白支票、本票

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：

(一) 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。

(二) 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。

6. LIMITATION OR SUSPENSION ON PROVISION OF BLANK CHECKS OR PROMISSORY NOTES.

If any one of the following circumstances exists with regard to the Depositor, 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 Depositor's making frequent Redemptions 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.

The Bank shall state the reason for such withholding in writing; with respect to the reason of such withholding and the Depositor may raise objections if the Depositor deems such withholding unreasonable.

In the event that Depositor's deposit account with the Bank is attached, the Bank may suspend the provision of blank checks and promissory notes. However, the preceding provision shall not apply if a Reserve for Payment of the attached amount has been deposited with the Bank.

7. 終止擔當付款人之委託

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 貴行通知後之一個月內，返還剩餘空白本票。

7. TERMINATION OF THE MANDATE AS A PAYING AGENT.

In the event that promissory notes issued by the Depositor drawn of the Depositor's checking 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 Depositor's mandate to designate the Bank as a paying agent for a period of three (3) years comment from the date the Bills Clearing House declares [the dishonors]. If the Bank terminates the Depositor's mandate to designate the Bank as a paying agent, the Depositor shall return the remaining blank promissory notes to the Bank within one (1) month after receiving the Bank's notice to do so.

8. 拒絕往來

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。

8. REJECTED ACCOUNT RECORDS.

In the event that negotiable instruments drawn on the Depositor'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 Depositor is sentenced for commission of a crime related to using negotiable instruments, the Bank may reject the Depositor'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 chops or signatures of the issuer;
- (3) Designation of a financial institution to act as paying agent for a promissory notes without the agreement of such financial institution.

The Records for each item in the preceding paragraph shall be calculated separately and not in aggregate.

9. 終止支票存款往來約定之處理

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 貴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。

9. TERMINATION.

If the Depositor's account has been rejected, or the agreement for checking deposits has, for any other reason, been terminated the Depositor shall close the account and return all unused blank checks and promissory notes to the Bank within 1 month after receipt of the Bank's notice to do so.

10. 公司重整之暫予恢復往來

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。

10. TEMPORARILY RESUMED TRANSACTIONS UPON COMPANY REORGANIZATION.

If the Depositor is a company which has obtained an approval for reorganization from a court before the period of Account Rejection has expired, the Depositor may request the Bank's approval and transfer to the Bills Clearing House to make a recordation of reorganization; the Bank may temporarily resume transactions with the Depositor 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 Depositor's account effective for a period of three (3) years commencing from the date on which the Bills Clearing House dishonors.

11. 請求恢復往來

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。

11. REQUEST FOR RESUMPTION OF TRANSACTIONS.

In the event that any of the following circumstance exists with respect to the Depositor subject to an Account Rejection, the Depositor 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.

12. 彙整資料及提供查詢

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、放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。

12. MAINTENANCE OF DATA AND INQUIRIES.

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

一、 有關國際金融業務分行支票存款特別約定事項

III. SPECIAL TERMS FOR OFFSHORE BANKING UNIT CHECKING ACCOUNTS

存款人於 貴行國際金融業務分行開立之支票存款帳戶應依據OBU 外幣支票存款約定書之規定，如OBU 外幣支票存款約定書與本約定書之規定有任何歧異之處，應以OBU 外幣支票存款約定書之規定為準。

Checking account(s) opened/to be opened with the Bank's Offshore Banking Unit shall also be governed by the OBU Foreign Currency Checking Account Agreement and if there is any conflict between the OBU Foreign Currency Checking Account Agreement and this Agreement, the OBU Foreign Currency Checking Account Agreement shall prevail.

茲此證明本約定書由以下之存款人於本約定書所載之日期簽署。

IN WITNESS WHEREOF this Agreement has been duly executed by the undersigned Depositor on the date sated at the end of this Agreement.

* 存款人茲明示確認其於詳閱本約定書並與 貴行商議個別條款內容後，完全瞭解並同意本約定書規範之義務範圍及上述一般約定事項第1條、第14條、第16條、第18條、第19條、第22條及第23條所列之各項費用、同意及權利拋棄事項，包括但不限於保密義務之免除、電腦處理個人資料、委外處理及抵銷。

* **THE DEPOSITOR HEREBY EXPRESSLY ACKNOWLEDGES THAT, AFTER HAVING SEPARATELY REVIEWED AND NEGOTIATED EACH SUCH PROVISION WITH THE BANK,**

※ 存款人應勾選空格並在旁簽名或鈐印。

* Depositor should check the box and initial/chop next to the box.

THE DEPOSITOR UNDERSTANDS AND SPECIFICALLY AGREES TO THE SCOPE OF OBLIGATIONS COVERED BY THIS AGREEMENT AND TO THE EXPENSES, WAIVERS AND CONSENTS SET OUT IN SECTIONS 1, 14, 16, 18, 19, 22 AND 23 OF GENERAL TERMS AND CONDITIONS, ABOVE, INCLUDING BUT NOT LIMITED TO THE WAIVERS OF CONFIDENTIALITY, COMPUTER PROCESSING OF PERSONAL DATA, OUTSOURCING AND SET-OFF.

_____ day of _____, _____.
簽約日期：

存款人：

(如為公司)

名稱：

(蓋公司印鑑)

董事長／負責人：

(簽名並蓋印鑑)

地址：

THE DEPOSITOR: _____
(for corporate depositor)

(Company chop)

(Chairman's chop)

By: _____

Name: ()

Title:

Address For Notices:

(如為個人)

姓名：

(蓋個人印鑑)

身分證號碼：

地址：

(chop)

(for individual depositor)

Name: ()

I.D. No.:

Address For Notices:

