

外匯活期性存款約定事項(109.01)

Agreed Matters for Foreign Currency Current Deposit:

- 一、外匯存款具有匯率變動及發行國家停止兌換之可能風險,立約人已有認知並願自負其責。 The issuing countries accompany foreign currency deposits with the risk of foreign exchange rate fluctuation and the cease of exchange by the issuing countries. The Client is aware and is willing to bear such risks.
- 二、除另有約定或經 貴行同意外,外匯存款不得轉讓或設質於第三人。
 Unless otherwise agreed or with the Bank's consent, foreign currency deposits shall not be assigned to any third party, nor shall any lien be created thereon.
- 三、外匯活期存款利息所適用之年度天數(含閏年)依幣別之不同而分別以 360 日或 365 日計算。如新加坡幣、英鎊、港幣、南非幣等適用 365 日,其餘幣別適用 360 日為計息基礎。 Interest accrues on foreign currency current deposits on either 360-day or 365-day basis over the applicable number of days in a year (including leap year), depending on the type of currency. The 365-day accrual applies to Singapore Dollars, British Pounds, Hong Kong Dollars and South African Dollars, while the 360-day accrual applies to other currencies.
- 四、外匯活期存款利率係按 貴行外匯活存利率機動計息,於每年六月二十日及十二月二十日 各結算一次。

Interest accrues on variable basis on foreign currency current deposits in accordance with the Bank's foreign currency current deposit interest rates and is settled on the 20th day of June and the 20th day of December every year.

五、立約人應納存款利息所得稅,由貴行依法代為扣繳,凡合乎免稅規定之存戶應辦妥免稅手續,方可免稅。

The Bank shall withhold and pay on behalf of the Client any deposit interest income tax payable by the Client in accordance with the law. Tax exemption shall only be allowed if the depositor meets the requirements of tax exemption and after the depositor has completed the tax exemption procedure.

六、各幣別起息額及起存額如下表所示,如有異動,立約人同意 貴行於各地營業單位及網站 上公告代通知。

The interest amount and minimum accrual amount for each currency are listed in the below table. In case of any change, the Client agrees that the Bank may make announcements in its business places and on its website in lieu of notice.

	活期存款最低起息額	定期存款最低起存額
幣別(Currency)	Current Deposit Interest	Term Deposit Interest
	Minimum Accrual Amount	Minimum Accrual Amount
美金(USD)、英鎊(GBP)、澳幣(AUD)、歐元(EUR)、紐西蘭幣	100	1,000
(NZD)、加拿大幣(CAD)、新加坡幣(SGD)、瑞士法郎(CHF)		
南非幣(ZAR)、港幣(HKD)、瑞典幣(SEK)	1,000	10,000
日圓(JPY)	10,000	100,000
人民幣(CNY)	1	5, 000

七、經由 貴行國外通匯銀行匯入款項,若因國外委託付款銀行錯誤,或因誤寫帳號或戶名,



致誤入立約人帳戶內時,一經國外委託付款銀行通知,或 貴行察覺,不論該款是否已被 領用,立約人同意貴行逕自立約人存款帳戶內如數扣減,如有不足,一經通知,立約人 應立即如數返還。

For any inward remittance from any of the Bank's overseas corresponding banks, if the Client's account is credited due to any error by the overseas payment bank or any error in the account number or account name, upon notice from the overseas payment bank or discovery by the Bank, regardless of whether the amount has been collected, the Client agrees for the amount to be debited from its deposit account by the Bank. The client upon notice shall also reimburse any shortfall.

八、立約人存入之外幣票據,其發票行為及付款地若在國外,應依各該國法律規定處理。該 等票據無論由貴行代收或先行融墊,倘發生退票,或國外代收銀行,或國外付款銀行扣 還已支付款項並加徵退票罰金,或發生其他糾葛情事,所有國外銀行扣減款項,立約人 均同意貴行逕自立約人存款帳戶內如數扣減,如有不足,一經貴行通知,立約人應立即 償還並攜同存摺出具加蓋原留印鑑收據向貴行辦理取回原退票據並更正存摺。如立約人 不來取回退票或貴行無法通知,貴行並無代辦保全票據上權利之義務及其他一切責任。 For any foreign currency note deposited by the Client, if the place of issuance and payment are located overseas, the regulations of the corresponding countries shall apply. Whether such note is accepted or advanced by the Bank, in the event of rejection for payment, debit of amount paid with penalty for rejected payment by an overseas acceptance bank or overseas payment bank or any other dispute, the Client agrees that the Bank may debit the full amount debited by the overseas bank from the Client's deposit account. The Client upon the Bank's notice shall immediately reimburse any shortfall. The Client shall also provide the Bank with the passbook, with the receipt with the original sample seal affixed thereon, to recover the rejected note and to correct the passbook. If the Client fails to collect the rejected note or if the Bank cannot give such notice, the Bank shall be released of all obligations and liabilities to secure the right on the note.

外匯定期性存款約定事項(109.01)

Agreed Matters for Foreign Currency Term Deposit:

- 一、外匯定期存款,按 貴行牌告之外匯定存利率固定計息。
 Interest accrues on foreign currency term deposits on fixed basis in accordance with the foreign currency term deposit interest rate published by the Bank.
- 二、外匯定期存款利息按約定方式計算結付,外匯定期存款中途解約,實存期間未滿一個月者不予計息,存滿一個月以上,按實際存款期間牌告利率八折計息。前述按實際存款期間牌告利率八折計息之存款,若遇 貴行未有牌告利率之部份月期,則以較小月期之利率適用之,並以起存日之牌告利率為準。一個月以內存期之外匯定期存款,未到期不計息。 Interest on foreign currency term deposit is calculated and payable in the agreed manner. In case of early termination of a foreign currency term deposit contract, if the actual deposit period is less than one month, no interest shall be payable. If the deposit period exceeds one month, interest shall be paid at 80% of the published interest rate during the actual deposit period, if no interest rate is published by the Bank for any period of a certain number of months, the interest



rate applicable for a lesser number of months shall apply and the interest rate published on the date of deposit shall be applicable. No interest shall be payable for any foreign currency term deposit before expiry if the deposit period is less than one month.

三、立約人於外匯定期存款到期未能至 貴行辦理續存手續時,如未逾一個月得自原到期日起息,到期本息亦可一併轉存(但一個月以內存期之外匯定期存款不適用之)。辦理外匯存款自動轉期,其每次轉存期限以原訂存款期限為準。存款於辦理轉期續存時,利率如有變動,概按 貴行調整後牌告利率計息。超過自動轉期最長期限之逾期利息依外匯活期存款牌告利率折合日息,單利計息。

If the Client fails to visit the Bank in time to renew the foreign currency term deposit upon expiry and if less than one month has lapsed since the expiry date, interest may accrue from the original expiry date and the principal and interest accrued may be renewed together (except foreign currency term deposit with deposit period less than one month). For any automatic renewal of foreign currency deposit, the period of each renewal shall be the original deposit period. If the interest rate has changed upon renewal, interest shall accrue the rate published by the Bank after the change. If the maximum period for automatic renewal has lapsed since the expiry date, interest shall accrue on daily and non-compounded basis at the interest rate published for foreign currency current deposit.

四、定期性存款立約人得向 貴行辦理質借,質借之條件依貴行之規定辦理。

The Client may take out a loan from the Bank through the creation of a lien on a term deposit. The terms and conditions of such loan shall be as stipulated by the Bank.

外匯綜合存款約定事項(109.01)

Agreed Matters for Foreign Currency Consolidated Deposit:

一、本存款係以 貴行外匯活期存款、外匯定期存款及外匯定期存款質借(以下簡稱外匯活存、 外匯定存、外匯定存質借),綜合納入同一本存摺內,立約人憑該存摺與存款憑條、取款 憑條或依其他約定方式,辦理存款,取款或原幣質借。

This type of deposit consolidates under the same passbook the Bank's foreign currency current deposit, foreign currency term deposit and foreign currency loan secured by term deposit (hereinafter "FX Current Deposit", "FX Term Deposit" and "FX Term Deposit Secured Loan"). The Client may make deposits, withdraw funds or borrow funds secured by same currency through the passbook, deposit form, withdrawal form or in any other agreed manner.

二、立約人於本存款之外匯活存,其各幣別餘額分別達現行各該幣別外匯定存之最低起存額, 且轉存額亦達各該幣別外匯定存之最低起存額以上者,得由立約人選擇自動轉存轉入本存 款外匯定存;如欲變更自動轉存外匯定存之金額及存款期間,應重新填具約定書後再依新 約定辦理。

When the balance amount of each currency in the Client's foreign currency current deposit satisfies the minimum deposit amount currently required for the term deposit of the corresponding foreign currency and if the conversion amount also satisfies the minimum deposit amount required for the term deposit of the corresponding foreign currency, the Client may opt for automatic conversion of such deposit into a foreign currency term deposit. If the Client wishes to change the amount and deposit period for such automatic conversion to foreign currency term deposit, the Client must



complete a new agreement.

三、立約人若辦理不自動轉期申請,於本存款之外匯定存到期時,由 貴行將本金及扣稅後之 利息轉入本存款之外匯活存帳戶內。

If the Client does not seek automatic conversion, upon expiry of the foreign currency term deposit, the Bank will transfer the principal and the net interest after tax deduction to the foreign currency current deposit under the account.

四、立約人約定將本存款項下現在及將來所存入之外匯定存(包括自動轉存部分)悉數設定質權出質予貴行,以供立約人現在及將來在本存款帳戶陸續質借之擔保。如有違反本約定書條款時,由貴行處分抵償上項債務,絕無異議。立約人並同意不得將本存款轉讓或設定質權予第三人。

The Client agrees to create a lien for the benefit of the Bank over its current and future foreign currency term deposit (including automatic conversions) as security for any current or future secured loan that the Client may take out. In case of any breach of the terms of this agreement, the Bank shall be entitled to apply the security to repay the debt and no objection shall be voiced. The Client also agrees not to assign the deposit to any third party, nor shall it create any lien on the deposit.

- 五、本存款項下之外匯定存到期時,除立約人事先另有聲明外,均視為同意貴行得仍照原存款 之存期及按各存期牌告利率計息(即按轉期當日貴行各存期牌告之適用利率計息)將本金 /本息辦理自動轉期,立約人並同意仍悉數設定質權予貴行,以供陸續質借之擔保。
 - Upon expiry of the foreign currency term deposit, unless otherwise stated by the Client in advance, the Client shall be deemed to have agreed to automatic renewal for the principal/principal and interest and for the Bank to continue accruing interest based on the original deposit period and the interest rate published for the corresponding deposit period (i.e., interest shall accrue at the applicable rate applicable published by the Bank for each corresponding deposit period on the date of renewal). The Client also agrees to create a lien for the benefit of the Bank as continued security for the secured loan.
- 六、本存款項下外匯定存中途解約或到期解約提款時,應先轉帳存入外匯活存帳戶後,憑存摺、取款憑條或依約定方式提取,如立約人有質借餘額時,應先償還其他費用、違約金、遲延利息、利息及本金。
 - Upon early termination of any foreign currency term deposit contract or withdrawal upon expiry, the funds shall first be transferred into a foreign currency current deposit account before they can be withdrawn through the passbook, withdrawal form or in the agreed manner. If the Client has any amount of secured loan outstanding, any other charge, breach penalty, delay interest, interest and principal shall be repaid first.
- 七、本存款之質借利率,依原外匯定存利率加年息1.5%做為該質借之利率,該利率貴行得隨時調整;倘立約人同時有多筆不同利率之外匯定存時,質借時依每筆外匯定存利率之高低,由低到高適用之,每月二十五日由貴行逕自本存款項下外匯活存帳戶扣帳。
 - Interest rate for the secured loan shall be the original foreign currency term deposit rate plus 1.5% per annum. The Bank may change such rate at any time. If the Client has multiple foreign currency term deposits with different interest rates, the foreign currency term deposit interest rate shall apply



in the order from the lowest to the highest for the secured loan and the Bank will debit the foreign currency current deposit account on the 25th day of each month.

八、倘立約人欲開啟以下存款質借功能,應向 貴行提出申請,並以書面約定之:

本存款項下之外匯活存,如不足支付立約人之取款或支付其他款項時,貴行得在立約人存 於本存款項下各該幣別外匯定存金額之九成範圍內,同意立約人陸續質借,以供支付,另 經 貴行同意將提高至十成。前項質借之期限,不得超過本存款項下各筆外匯定存中之最 後到期日,惟該外匯定存到期未解約而自動轉期者,質借期間得比照延長。

If Applicant wishes to activate the pledged loan function of deposit as stipulated below, Applicant shall apply with the Bank and contract with the Bank in writing:

If the amount of foreign currency current deposit is insufficient to cover the Client's withdrawal or other payment, the Bank may, up to 90% of the Client's foreign currency term deposit amount in the corresponding currency, agree for the Client to continue taking out secured loan to make payment. Such limit may be increased to 100% upon the Bank's approval. The period of such secured loan shall not exceed the final expiry date of each foreign currency term deposit, provided that, if the foreign currency term deposit is not terminated upon expiry and is automatically renewed, the secured loan period may be extended accordingly.

九、本存款質借之本金、利息、遲延利息、違約金及其他費用,貴行得就立約人之外匯活期或 外匯定存中途解約或到期本息轉入活期性存款中,優先自動轉繳。

The principal, interest, delayed interest, breach penalty and any other charge of the secured loan may be paid by the Bank by transferring the principal and interest in the Client's foreign currency current deposit or foreign currency term deposit upon early termination or expiry.

十、本存款質借如有超過質借限度時,經 貴行通知後二個月,仍未以現金或其他方式清償時,貴行得自動將外匯定存解約,以清償質借本息、遲延利息、違約金及其他費用。

If the amount of secured loan exceeds the limit amount for secured loan and if repayment is not made in cash or in other manner within 2 months from the Bank's notice, the Bank may terminate the foreign currency term deposit forthwith and use the funds to repay the principal, interest, delay interest, breach penalty or other charge of the secured loan.