**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2023年7月3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（2023年）修訂前後比較表：**

| **約定條款** | **原條款** | **修改後條款** |
| --- | --- | --- |
| 第一章　一般約款2.　提款 | 2. 提　款 2.. WITHDRAWALS.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。Unless otherwise agreed by the Bank, withdrawals are permitted only by checks (for checking deposit accounts) or withdrawal slips (for 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. | 2. 提　款2. WITHDRAWALS.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或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。Unless otherwise agreed by the Bank, withdrawals are permitted only by checks (for checking deposit accounts) or withdrawal slips (for 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. |
| 第一章　一般約款3.　對帳單及往來憑證 | 3. 對帳單及往來憑證3. ACCOUNT STATEMENTS AND TRANSACTION DOCUMENTATION.就各存款帳戶，　貴行將不另發給存摺。除存款人另有指示外，　貴行會定期或不定期將存款帳戶之對帳單寄送予存款人， 以供核對往來帳目之用。如存款人發現對帳單內容與交易情形不符時，應於收到對帳單七日內通知　貴行，否則應視為其內容業經核對無誤。又，　貴行留存有關各帳戶往來憑證之影本、相片或電腦存儲資料，除存款人證明其內容有誤而由　貴行更正者外，存款人同意其與原始憑證具有相同之法律效力，得作為存款人相關往來交易之證據。No passbook will be issued for deposit accounts. Unless otherwise instructed by the Depositor, an account statement will, periodically or from time to time, be sent by the Bank to the Depositor for verification. In the event of any discrepancy between the statement and the transactions thereof, the Depositor shall inform the Bank of such discrepancy within seven (7) days after receipt of the statement, otherwise, such statement shall be deemed accurate. The Depositor agrees that copies, photographs or any information stored in computers retained by the Bank with respect to relevant documents shall have the same legal validity as the originals thereof in evidencing the Depositor's transactions with the Bank, save if same is proved by the Depositor to be incorrect, in which case, the Bank shall make such appropriate correction. | 3. 對帳單及往來憑證3. ACCOUNT STATEMENTS AND TRANSACTION DOCUMENTATION.就各存款帳戶，　貴行將不另發給存摺。除存款人另有指示外，　貴行會定期或不定期將存款帳戶之對帳單寄送予存款人， 以供核對往來帳目之用。如存款人發現對帳單內容與交易情形不符時，應於收到對帳單七日內通知　貴行，否則應視為其內容業經核對無誤。~~又，~~　貴行留存有關各帳戶往來憑證之影本、相片或電腦存儲資料，除存款人證明其內容有誤而應由　貴行更正者外，存款人同意其與原始憑證具有相同之法律效力，得作為存款人相關往來交易之證據。No passbook will be issued for deposit accounts. Unless otherwise instructed by the Depositor, an account statement will, periodically or from time to time, be sent by the Bank to the Depositor for verification. In the event of any discrepancy between the statement and the transactions thereof, the Depositor shall inform the Bank of such discrepancy within seven (7) days after receipt of the statement, otherwise, such statement shall be deemed accurate. The Depositor agrees that copies, photographs or any information stored in computers retained by the Bank with respect to relevant documents shall have the same legal validity as the originals thereof in evidencing the Depositor's transactions with the Bank, save if same is proved by the Depositor to be incorrect, in which case, the Bank shall make such appropriate correction. |
| 第一章　一般約款5.　遺失、被竊 | 5. 遺失、被竊5. LOSS OR THEFT.**存款人支票及／或取款圖章遺失或被竊時，應依相關規定立即向　貴行辦理掛失止付手續，倘未即時依規定辦理相關手續， 存款人應自行負擔一切損失。****In case of loss or theft of any check or chop for withdrawing, the Depositor shall immediately register such loss or theft with the Bank in accordance with applicable rules and regulations. The Bank shall not be liable for the Depositor's loss resulting from its late registration of such loss or theft.**存款人所託收之票據於運送途中，若發生票據被盜、遺失或滅失時，同意授權由　貴行或付款行代理存款人辦理掛失止付及聲請公示催告、除權判決等事宜。If the negotiable instruments collected by the Bank per the Depositor’s appointment are stolen, lost or destroyed during the transition, the Depositor agrees to authorize the Bank or the paying bank to undergo the registration of loss and stop of payment, public notice and securing court-decree of invalidation on behalf of the Depositor. | 5. 遺失、被竊5. LOSS OR THEFT.**存款人支票及／或取款圖章遺失或被竊時，應依相關規定立即向　貴行辦理掛失止付手續，倘未即時依規定辦理相關手續， 存款人應自行負擔一切損失。****In case of loss or theft of any check or chop for withdrawing, the Depositor shall immediately register such loss or theft with the Bank in accordance with applicable rules and regulations. The Bank shall not be liable for the Depositor's loss resulting from its late registration of such loss or theft.**存款人所託收之票據於運送途中，若發生票據被盜、遺失或滅失時，同意授權由　貴行或付款行代理存款人辦理掛失止付及聲請公示催告、除權判決等事宜。If the negotiable instruments collected by the Bank per the Depositor’s appointment are stolen, lost or destroyed during the transition, the Depositor agrees to authorize the Bank or the paying bank to undergo the registration of loss and ~~stop~~suspension of payment, public notice and securing court-decree of invalidation on behalf of the Depositor. |
| 第一章　一般約款7.　墊款 | 7. 墊　款7. ADVANCES.除與　貴行另訂有透支契約外，存款人不得簽發超過支票帳戶餘額之票據，否則　貴行並無墊款之義務；但如存款人之存款不足而　貴行代墊不足款項（但　貴行並無墊付之義務）使存款人之票據不致退票，存款人應於接獲　貴行通知後，立即返還　貴行墊付之款項及依　貴行規定計付之利息。In the absence of an overdraft agreement with the Bank, the Depositor may not issue negotiable instruments exceeding the outstanding balance of its checking deposit account; provided, that if the balance of the Depositor's checking deposit account are insufficient to pay negotiable instruments presented and the Bank (although not obligated to do so) advances funds to the Depositor such that the check(s)/note(s) are not dishonored, the Depositor shall, upon receipt of the notice thereof from the Bank, immediately reimburse the Bank any and all sums so advanced by the Bank together with interest thereon at the Bank's prescribed rate. | 7. 墊　款7. ADVANCES.除與　貴行另訂有透支契約外，存款人不得簽發超過支票帳戶餘額之票據，否則　貴行並無墊款之義務；但如存款人之存款不足而　貴行代墊不足款項（但　貴行並無墊付之義務）使存款人之票據不致退票，存款人應於接獲　貴行通知後，立即返還　貴行墊付之款項及依　貴行規定計付之利息。In the absence of an overdraft agreement with the Bank, the Depositor may not issue negotiable instruments exceeding the outstanding balance of its checking deposit account; ~~provided, that~~ if the balance of the Depositor's checking deposit account ~~are~~is insufficient to pay negotiable instruments presented and the Bank (although not obligated to do so) advances funds to the Depositor such that the check(s)/note(s) are not dishonored, the Depositor shall, upon receipt of the notice thereof from the Bank, immediately reimburse the Bank any and all sums so advanced by the Bank together with interest thereon at the Bank's prescribed rate. |
| 第一章　一般約款8.　擔當付款人 | 8. 擔當付款人8. PAYING AGENT.如存款人擬就其所簽發之本票或承兌之匯票，申請　貴行為擔當付款人時，應先與　貴行簽訂委託　貴行為擔當付款人之合約，否則存款帳戶內縱有足敷支付之金額，　貴行仍得就該等本票或匯票拒絕付款；倘存款帳戶內存款餘額不足時，則依存款不足之規定辦理。If the Depositor wishes to request the Bank to act as a paying agent for promissory notes or for acceptance of bills, the Depositor shall first enter into an agreement with the Bank appointing the Bank as such paying agent. Absent such agreement, the Bank may refuse payment thereof notwithstanding sufficient funds in the relevant deposit account. In any event, if the balance of such deposit account is insufficient, any promissory note and/or bill presented to the Bank shall be handled in accordance with the relevant provisions hereof regarding dishonored for insufficient funds. | 8. 擔當付款人8. PAYING AGENT.如存款人擬就其所簽發之本票或承兌之匯票，申請　貴行為擔當付款人時，應先與　貴行簽訂委託　貴行為擔當付款人之合約，否則存款帳戶內縱有足敷支付之金額，　貴行仍得就該等本票或匯票拒絕付款；倘存款帳戶內存款餘額不足時，則依存款不足之規定辦理。If the Depositor wishes to request the Bank to act as a paying agent for promissory notes or for acceptance of bills, the Depositor shall first enter into an agreement with the Bank appointing the Bank as such paying agent. Absent such agreement, the Bank may refuse payment thereof notwithstanding sufficient funds in the relevant deposit account. In any event, if the balance of such deposit account is insufficient, any promissory note and/or bill presented to the Bank shall be handled in accordance with the relevant provisions hereof regarding ~~dishonored for~~ insufficient funds. |
| 第一章　一般約款9.　逾期提示票據 | 9. 逾期提示票據9. INSTRUMENTS PRESENTED AFTER THE PRESENTATION PERIOD.存款人簽發以　貴行付款行之之票據時，　貴行得認為其係受存款人委託付款，雖票據已逾付款之提示期限，仍得逕以存款帳戶餘額向執票人付款。With respect to negotiable instruments drawn on or issued by the Depositor with the Bank being designated as paying agent, notwithstanding expiry of the prescribed period for presentation, the Bank may treat such as a mandate to pay, and may render such payment by debiting the Depositor's deposit account. | 9. 逾期提示票據9. INSTRUMENTS PRESENTED AFTER THE PRESENTATION PERIOD.~~存款人簽發以　貴行付款行之之票據時，~~以存款人為付款人或存款人簽發，且以　貴行為擔當付款人之票據時，　貴行得認為其係受存款人委託付款，雖票據已逾付款之提示期限，仍得逕以存款帳戶餘額向執票人付款。With respect to negotiable instruments drawn on or issued by the Depositor with the Bank being designated as paying agent, notwithstanding expiry of the prescribed period for presentation, the Bank may treat such as a mandate to pay, and may render such payment by debiting the Depositor's deposit account. |
| 第一章　一般約款11.　定存提前解約（1） | 11. 定存提前解約11. EARLY TERMINATION OF THE TIME DEPOSITS.(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。(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. | 11. 定存提前解約11. EARLY TERMINATION OF THE TIME DEPOSITS.(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~~。~~，除法令另有規定或雙方另有約定外，按其實際存款天數依其承作之利率八折後單利計息。可轉讓定期存款不得中途解約且到期後不計息。(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~~.~~, and the interest payable on such deposit shall be calculated by 20% discount of the original interest rate and on the basis of actual number of days elapsed, unless otherwise provided by laws and regulations or as agreed by the Bank and the Depositor. A negotiable time deposit may not be terminated prior to its scheduled maturity date and no interest is payable after such maturity. |
| 第一章　一般約款12.　定存續存 | 12. 定存續存12. RENEWAL OF TIME DEPOSITS.(1) 約定續存：存款人與　貴行已同意定存到期自動轉期續存者之天期應與原存款天期相同，其續存之利率依續存當日　貴行同一幣別及天期之牌告利率訂定（下稱「定存利率」）。自動續存不以一次為限。存款人如擬終止自動續存之約定，應於存款到期至少二個銀行營業日前通知　貴行，否則　貴行可依當時　貴行相關牌告利率依相同天期自動代為續存。(1) Renewal Based on Prior Arrangement. For a time deposit which the Depositor and the Bank have agreed to automatically renew, the tenor of deposit for the renewal period shall be the same as that for the original deposit, and the interest rate applicable to the deposit during the renewal period shall be the Bank's then prevailing rate for similar deposits ("Time Deposit Rate") as of the date of renewal. The automatic renewal thereof may be made more than once. Should the Depositor wish to terminate the automatic renewal arrangement with respect to a deposit, the Depositor shall serve notice on the Bank at least two (2) banking business days prior to the maturity of such deposit.(2) 未約定續存：(2) RWNEWAL WITHOUT PRIOR ARRANGMENT.a. 新台幣存款：倘未於事前為續存之約定，不可轉讓定期存款自到期日後至存款人實際提款之期間，應按　貴行當時活期存款之牌告利率（下稱「逾期利率」）計息。如存款人於定期存款到期日後一個月內辦理到期續存，則按存款人辦理續存當時之定存利率計息並自原到期日起息。如到期日後超過一個月始辦理續存者，則自實際辦理續存之日起依當時之定存利率計息，但其自原到期日起至實際辦理續存之前一日期間之利息，仍依本條前段規定辦理。可轉讓定期存款自到期日後至實際提款之期間，除到期日非為銀行營業日或發生不可抗力之天然災害無法營業時，應按原利率計付利息外，概不付息。a. New Taiwan Dollar Deposits. If no renewal arrangement is made prior to the maturity date of a non- negotiable time deposit, the interest payable from the maturity date to the date the Depositor withdraws such deposit shall be calculated on the basis of the then prevailing interest rate for demand deposits (“Past Due Interest Rate”). However, if the Depositor notifies the Bank of renewal within one month after the maturity date of such deposit, the interest payable will be calculated on the basis of the then prevailing Time Deposit Rate as of such notification date and from the original maturity date. If renewal is applied for more than one month after the maturity date, interest shall be calculated at the Time Deposit Rate from the actual renewal date, and the interest payable from the original maturity date to the day preceding to the actual renewal date shall be handled in accordance with the the first sentence of this paragraph. In case of a negotiable time deposit, no interest is payable after the maturity date provided that if the maturity date is not a banking business day or on a day which the Bank is not opened for business due to force majeur, the interest shall be calculated on the basis of the original interest rate.b. 外幣存款：倘未於事前為續存之約定或到期後未辦理續存，該存款期滿後之計息方式得由存款人與　貴行逐筆議定，但如未能議定時，則按當時　貴行相同幣別之活期存款牌告利率計息。b. Foreign Currency Deposits. If no renewal arrangement is made prior to the maturity date thereof or if the Depositor fails to renew said deposit after the maturity date thereof, the interest thereon for the after-maturity period shall be calculated in such manner as may be agreed upon by the Depositor and the Bank on a case by case basis, and if no agreement may be reached in this respect, shall be calculated in accordance with the Bank's then prevailing rate applicable to demand deposits. | 12. 定存續存12. RENEWAL OF TIME DEPOSITS.(1) 約定續存：存款人與　貴行已同意定存到期自動轉期續存者之天期應與原存款天期相同，其續存之利率依續存當日　貴行同一幣別及天期之牌告利率訂定（下稱「定存利率」）。自動續存不以一次為限。存款人如擬終止自動續存之約定，應於存款到期至少二個銀行營業日前通知　貴行，否則　貴行可依當時　貴行相關牌告利率依相同天期自動代為續存。(1) Renewal Based on Prior Arrangement. For a time deposit which the Depositor and the Bank have agreed to automatically renew, the tenor of deposit for the renewal period shall be the same as that for the original deposit, and the interest rate applicable to the deposit during the renewal period shall be the Bank's then prevailing rate for similar deposits ("Time Deposit Rate") as of the date of renewal. The automatic renewal thereof may be made more than once. Should the Depositor wish to terminate the automatic renewal arrangement with respect to a deposit, the Depositor shall serve notice on the Bank at least two (2) banking business days prior to the maturity of such deposit~~.~~, otherwise the Bank may renew the deposit on and for behalf of the Depositor in accordance with the Bank’s then prevailing rate for the relevant tenor.(2) 未約定續存：(2) R~~W~~ENEWAL WITHOUT PRIOR ARRANGMENT.a. 新台幣存款：倘未於事前為續存之約定，不可轉讓定期存款自到期日後至存款人實際提款之期間，應按　貴行當時活期存款之牌告利率（下稱「逾期利率」）計息。如存款人於定期存款到期日後一個月內辦理到期續存，則按存款人辦理續存當時之定存利率計息並自原到期日起息。如到期日後超過一個月始辦理續存者，則自實際辦理續存之日起依當時之定存利率計息，但其自原到期日起至實際辦理續存之前一日期間之利息，仍依本條~~前段~~第一段規定辦理。可轉讓定期存款自到期日後至實際提款之期間，除到期日非為銀行營業日或發生不可抗力之天然災害無法營業時，應按原利率計付利息外，概不付息。a. New Taiwan Dollar Deposits. If no renewal arrangement is made prior to the maturity date of a non- negotiable time deposit, the interest payable from the maturity date to the date the Depositor withdraws such deposit shall be calculated on the basis of the then prevailing interest rate for demand deposits (“Past Due Interest Rate”). However, if the Depositor notifies the Bank of renewal within one month after the maturity date of such deposit, the interest payable will be calculated on the basis of the then prevailing Time Deposit Rate as of such notification date and from the original maturity date. If renewal is applied for more than one month after the maturity date, interest shall be calculated at the Time Deposit Rate from the actual renewal date, and the interest payable from the original maturity date to the day preceding to the actual renewal date shall be handled in accordance with the ~~the~~ first sentence of this paragraph. In case of a negotiable time deposit, no interest is payable after the maturity date provided that if the maturity date is not a banking business day or on a day which the Bank is not open~~ed~~ for business due to force majeure, the interest shall be calculated on the basis of the original interest rate.b. 外幣存款：倘未於事前為續存之約定或到期後未辦理續存，該存款期滿後之計息方式得由存款人與　貴行逐筆議定，但如未能議定時，則按當時　貴行相同幣別之活期存款牌告利率計息。b. Foreign Currency Deposits. If no renewal arrangement is made prior to the maturity date thereof or if the Depositor fails to renew said deposit after the maturity date thereof, the interest thereon for the after-maturity period shall be calculated in such manner as may be agreed upon by the Depositor and the Bank on a case by case basis, and if no agreement may be reached in this respect, shall be calculated in accordance with the Bank's then prevailing rate applicable to demand deposits of the relevant currency. |
| 第一章　一般約款16.　求償權之限制 | 16. 求償權之限制16. LIMITATION ON RECOURSE.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。The obligations of the Bank hereunder are payable solely at the branch of the Bank in the R.O.C. which confirmed the relevant transaction and are subject to the laws of the Republic of China (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. | 16. 求償權之限制16. LIMITATION ON RECOURSE.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。The obligations of the Bank hereunder are payable solely at the branch of the Bank in the ~~R.O.C.~~Republic of China which confirmed the relevant transaction and are subject to the laws of the Republic of China (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. |
| 第一章　一般約款17.　存款人資料之揭露及使用 | 17. 存款人資料之揭露及使用17. DEPOSITOR'S INFORMATION.(1) 存款人同意　貴行得將其支票存款戶之開戶日期、資本額、營業額、退票及清償註記、撤銷付款委託記錄、是否被票據交換所通報為拒絕往來戶及其他有關票據信用之資料，於法令許可之範圍內提供予同業、相關徵信單位、政府機構及他人查詢。(1) With respect to the Depositor's checking deposit account, the Depositor agrees that, to the extent permitted by law, the Bank may, disclose to other financial institutions, credit agencies, government agencies or third parties, relevant credit information regarding the credit worthiness of the Depositor, including without limitation, the date the Depositor's checking deposit account was opened, the amount of the Depositor's capital and business turnover and records regarding the Depositor's repayment and dishonor record due to insufficient fund, cancellation of payment authorization and discredit sanctions from clearing houses.(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。(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 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、或處理、利用及國際傳輸存款人所提供之或　貴行另行取得之存款人之個人資料及第三人之個人資料。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; (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. | 17. 存款人資料之揭露及使用17. DEPOSITOR'S INFORMATION.(1) 存款人同意　貴行得，將其支票存款戶之開戶日期、資本額、營業額、退票及清償註記、撤銷付款委託記錄、是否被票據交換所通報為拒絕往來戶及其他有關票據信用之資料，於法令許可之範圍內提供予同業、相關徵信單位、政府機構及他人查詢。(1) With respect to the Depositor's checking deposit account, the Depositor agrees that, to the extent permitted by law, the Bank may, for checking purpose, disclose to other financial institutions, credit agencies, government agencies or third parties, relevant credit information regarding the credit worthiness of the Depositor, including without limitation, the date the Depositor's checking deposit account was opened, the amount of the Depositor's capital and business turnover and records regarding the Depositor's repayment and dishonor record due to insufficient fund, cancellation of payment authorization and discredit sanctions from clearing houses.(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 ~~s~~States ~~i~~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~~監管法令、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；及∕或(7)任何與遵守及執行洗錢防制法律和政策（定義如后）相關之主管機關。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合約締結交易為揭露之任何規定。(2) The Depositor hereby irrevocabl~~e~~y and unconditionally consents that the Bank may disclose any information concerning the Depositor or the Depositor’s financing, deposit, remittance or any other transaction with the Bank (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~~cooperation relationship with the Bank and/ or (iii) to regulatory, judicial or other authorities of the ~~R.O.C.~~Republic of China, 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 about the Depositor and any transaction entered into under this Agreement and/or (vii) any authority in relation to the enforcement or compliance with the AML Laws and Policies (as defined below), and the Depositor irrevocably waives any applicable law which prevents such disclosure about the Depositor and any transaction entered into under the 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、或處理、利用及國際傳輸存款人所提供之或　貴行另行取得之存款人之個人資料及第三人之個人資料。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~~ processing, 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; (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 laws and regulations) and policies by the Bank or any competent 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19.　稅捐 | 19. 稅　捐19. TAXES.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。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或扣繳稅款時（以下稱「FATCA扣繳稅」），存款人授權　貴行得對於任何　貴行應支付予存款人且受FATCA 扣繳稅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。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 R.O.C. 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. 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. | 19. 稅　捐19. TAXES.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。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或扣繳稅款時（以下稱「FATCA扣繳稅」），存款人授權　貴行得對於任何　貴行應支付予存款人且受FATCA 扣繳稅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。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 ~~R.O.C.~~Republic of China 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. 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. |
| 第一章　一般約款26.　遵守洗錢防制法律和政策（1）、（8）、（9）、（10） | 26. 遵守洗錢防制法律和政策26. COMPLIANCE WITH AML LAWS AND POLICIES(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。(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 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.(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, 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.(10) 存款人並非中華民國資恐防制法指定制裁之個人、法人或團體，亦非外國政府或國際組織認定或追查知恐怖分子或團體；存款人並應配合　貴行隨時審視、提供實質受益人或對存款人行使控制權之人等資訊、或說明交易之性質與目的或資金來源。若有疑似情形、違反前述聲明或存款人拒絕配合，　貴行得不經通知即暫時停止與存款人之交易、拒絕業務往來、暫時或逕行停止或終止業務關係。(10) The Depositor is neither an individual, judicial person or entity designated as having been sanctioned under the Counter-Terrorism Financing Law of the R.O.C., nor a terrorist or terrorist group recognized or investigated by foreign governments or international organizations; and the Depositor shall accept any review process at any time requested by the Bank, provide the information on the beneficiary owners of the Depositor or the persons who exercise the control over the Depositor, and clarify the nature or purpose of relevant transactions or source of funds. If there is any suspicion or violation of the aforementioned representation or failure to cooperate, the Bank is entitled to without notice temporarily suspend the relevant transactions, reject to do business, temporarily or directly suspend or terminate business relationship with the Depositor. | 26. 遵守洗錢防制法律和政策26. COMPLIANCE WITH AML LAWS AND POLICIES(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~~定義如後）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。(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 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.(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~~認定沒有法律效力或約束力~~，~~、~~而~~不涉及存款人或無須被遵守。(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，除非且直到上述措施被解除後歸還該金額~~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. 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If there is any suspicion or violation of the aforementioned representation or failure to cooperate, the Bank is entitled to without notice temporarily suspend the relevant transactions, reject to do business, temporarily or directly suspend or terminate business relationship with the Depositor. |
| 第一章　一般約款第二十七條 | 27. 本總約定書中英文如有文義兩歧時，應以中文為主。27. In the event of any discrepancy between the Chinese and English texts, the Chinese version shall govern. | 27. 本總約定書中英文如有文義兩歧時，應以中文為主。27. In the event of any discrepancy between the Chinese and English texts, the Chinese version shall ~~govern~~prevail. |
| 第一章　一般約款28.　爭議處理（b） | 28. 爭議處理28. DISPUTE RESOLUTION(b) 如存款人為金融消費者保護法所定義之金融消費者，就其與　貴行之交易糾紛，若無法依照　貴行內部申訴處理程序完成和解者，存款人得向財團法人金融消費評議中心要求進行評議。　貴行已同意適用金融消費者保護法之爭議處理程序。法國巴黎銀行國際金融業務分行向存款人提供之服務不適用金融消費者保護法及其金融消費爭議處理機制。(b) Where the Depositor is a financial consumer as defined in the Financial Consumer Protection Law, for transaction disputes between the Bank and the Depositor, which cannot be settled in accordance with the Bank’s internal complaint processing procedures, the Depositor may ask the “Financial Ombudsman Institution” to conciliate. The Bank has consented to be governed by the dispute resolution procedure as prescribed by the Financial Consumer Protection Law. The Financial Consumer Protection Law and the mechanism for dealing with financial consuming disputes thereunder do not apply to services provided to the Depositor by BNP PARIBAS Offshore Banking Branch. | 28. 爭議處理28. DISPUTE RESOLUTION(b) 如存款人為金融消費者保護法所定義之金融消費者，就其與　貴行之交易糾紛，若無法依照　貴行內部申訴處理程序完成和解者，存款人得向財團法人金融消費評議中心要求進行評議。　貴行已同意適用金融消費者保護法之爭議處理程序。法國巴黎銀行國際金融業務分行向存款人提供之服務不適用金融消費者保護法及其金融消費爭議處理機制。(b) Where the Depositor is a financial consumer as defined in the Financial Consumer Protection ~~Law~~Act, for transaction disputes between the Bank and the Depositor, which cannot be settled in accordance with the Bank’s internal complaint processing procedures, the Depositor may ask the “Financial Ombudsman Institution” to conciliate. The Bank has consented to be governed by the dispute resolution procedure as prescribed by the Financial Consumer Protection ~~Law~~Act. The Financial Consumer Protection ~~Law~~Act and the mechanism for dealing with financial consumer~~ing~~ disputes thereunder do not apply to services provided to the Depositor by BNP PARIBAS Offshore Banking Branch. |
| 第二章　支票存款1.　定義（2）、（3）、（6）、（7） | 1. 定　義1. DEFINITIONS. (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。(2) “Redemption by Payment” means a checking deposit account the Depositor redeems the dishonored negotiable instrument (which may be dishonored due to insufficient funds, drawer's signature or chop not conforming with authorized signature and chop, appointment of a financial institution as paying agent without obtaining the financial institution's consent, or a stop payment order given before a promissory note becomes stale, etc.) and the protest of non-payment by paying the amount of the negotiable instrument or by other means discharging the depositor from his liabilities on the negotiable instrument.(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。(3) “Deposit for Standby Payment” means a checking deposit account Depositor deposits the amount of the negotiable instrument with the financial institution handling the dishonored negotiable instrument, and apply for classifying the payment as "Other payable" account for standby payment.(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。(6) “Termination of the Authorization as a Paying Agent” means a financial institution terminates its authorization as the paying agent of the promissory notes issued by a checking deposit account Depositor.(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為支票存款往來之謂。(7) “Protest of Transaction” means a financial institution refuses to conduct checking deposit account related transactions with a checking deposit deposit account depositor who has obvious bad creditability record of negotiable instrument. | 1. 定　義1. DEFINITIONS. (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。(2) “Redemption by Payment” means a checking deposit account the Depositor redeems the dishonored negotiable instrument (which may be dishonored due to insufficient funds, drawer's signature or chop not conforming with authorized signature and chop, appointment of a financial institution as paying agent without obtaining the financial institution's consent, or a stop payment order given before a promissory note becomes stale, etc.) and the protest of non-payment by paying the amount of the negotiable instrument or by other means discharging the ~~d~~Depositor from his liabilities on the negotiable instrument.(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。(3) “Deposit for Standby Payment” means a checking deposit account Depositor deposits the amount of the negotiable instrument with the financial institution ~~handling~~ which has refused to honor the ~~dishonored~~ negotiable instrument due to insufficient fund in the Depositor’s account, and apply for classifying the payment as "Other payable" account for standby payment.(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。(6) “Termination of the Authorization as a Paying Agent” means a financial institution terminates its ~~authorization~~agreement to be designated as the paying agent of the promissory notes issued by a checking deposit account Depositor.(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為支票存款往來之謂。(7) “Protest of Transaction” means a financial institution refuses to conduct checking deposit account related transactions with a checking deposit ~~deposit~~ account D~~d~~epositor who has obvious bad creditability record of negotiable instrument. |
| 第二章　支票存款2.　開戶審查與開戶資料變更 | 2. 開戶審查與開戶資料變更2. REVIEWS OF THE ACCOUNT OPENING DOCUMENTS, CHANGE OF THE ACCOUNT OPENING INFORMATION.(1) 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。(1) The Depositor shall fill out and deliver to the Bank a card of authorized chop and a receipt certificate of negotiable instrument when he applies for opening the checking deposit account. The Bank will provide blank negotiable instrument with the Depositor after it checks with the clearing house about the Bank’s creditability and approves the Depositor's application for account opening.(2) 印鑑卡上資料如有變更，存款人應即書面通知　貴行，如擬變更印鑑或印鑑遺失，存款人須重填印鑑卡。(2) The Depositor shall immediately give a written notice to the Bank if any information stated on the card of authorized chop becomes out of date. The Depositor shall re-fill out a new card of authorized chop if he intends to change the authorized chop or the authorized chop is lost.(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. | 2. 開戶審查與開戶資料變更2. REVIEWS OF THE ACCOUNT OPENING DOCUMENTS, CHANGE OF THE ACCOUNT OPENING INFORMATION.(1) 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。(1) The Depositor shall fill out and deliver to the Bank a signature card ~~of authorized chop~~ and a receipt certificate of negotiable instrument when he applies for opening the checking deposit account. The Bank will provide blank negotiable instrument ~~with~~to the Depositor after it checks with the clearing house about the ~~Bank's~~Depositor’s creditability and approves the Depositor's application for account opening.(2) 印鑑卡上資料如有變更，存款人應即書面通知　貴行，如擬變更印鑑或印鑑遺失，存款人須重填印鑑卡。(2) The Depositor shall immediately give a written notice to the Bank ~~if~~ of any change to the information stated on the signature card ~~of authorized chop becomes out of date~~. The Depositor shall ~~re-~~fill out a new signature card ~~of authorized chop~~ if he intends to change the authorized chop or the authorized chop is lost.(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, whose name or responsible person has changed but fails to follow the procedures set out in the preceding paragraph, the Bank may terminate this Agreement and close the checking deposit account ~~relation with~~if the Bank notifies the Depositor to make amendments 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~~fails to do so within one (1) month ~~upon receipt of the Bank's request to do so~~. |
| 第二章　支票存款3.　本票（1）、（3） | 3. 本　票3. PROMISSORY NOTES.(1) 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。(1) When the Depositor issues a promissory note that is provided by the Bank and states on the face that the Bank is the paying agent, the promissory note will be paid by the Bank against the checking account of the Depositor.(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. 本　票3. PROMISSORY NOTES.(1) 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。(1) When the Depositor issues a promissory note that is provided by the Bank and states on the face that the Bank is the paying agent, the promissory note will be paid by the Bank against the checking deposit account of the Depositor.(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~~signature card, the Depositor's record of dishonored promissory notes will be calculated together with the record of his dishonored checks. |
| 第二章　支票存款5.　註記 | 5. 註　記5. REMARK.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 the Depositor (or the promissory note is issued by the Depositor, with the Bank as the paying agent) is dishonored, the Depositor may apply with the Bank 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. 註　記5. REMARK.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 a Redemption by Payment, Deposit for Standby Payment, Re-presented and Paid, or any other matter~~s~~ involving the creditability of negotiable instrument occurs within three (3) years from the day ~~next to~~immediately after the day when the check is issued by the Depositor (or the promissory note is issued by the Depositor, with the Bank as the paying agent) is dishonored, the Depositor may apply with the Bank 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.” |
| 第二章　支票存款6.　限制或停止發給空白支票、本票（2）、（3） | 6. 限制或停止發給空白支票、本票6. STOP OR RESTRICTION ON PROVIDING BLANK CHECKS OR PROMISSORY NOTES.(2) 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。(2) The Bank shall give to the Depositor a written notice for the reason of the restriction when the Bank puts the restriction as described in the preceding paragraph on the Depositor. The Depositor may object to the restriction when he considers the restriction is unreasonable.(3) 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，但被扣押之金額經存款人如數提存備付者，不在此限。(3) The Bank may stop providing blank checks and promissory notes with the Depositor if the deposit account opened by the Depositor with the Bank is being seized; except that the seized amount has been fully deposited for standby payment by the Depositor. | 6. 限制或停止發給空白支票、本票6. STOP OR RESTRICTION ON PROVIDING BLANK CHECKS OR PROMISSORY NOTES.(2) 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。(2) The Bank shall give to the Depositor a written notice for the reason of the restriction when the Bank puts the restriction as described in the preceding paragraph on the Depositor. The Depositor may ~~object~~raise a complaint to the ~~restriction~~Bank when he considers the restriction is unreasonable.(3) 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，但被扣押之金額經存款人如數提存備付者，不在此限。(3) The Bank may stop providing blank checks and promissory notes ~~with~~to the Depositor if the deposit account opened by the Depositor with the Bank is being seized; except that a Deposit for Standby Payment equivalent to the seized amount has been fully deposited ~~for standby payment~~ by the Depositor. |
| 第二章　支票存款7.　終止擔當付款人之委託（1） | 7. 終止擔當付款人之委託7. TERMINATION OF THE AUTHORIZATION AS A PAYING AGENT.(1) 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。(1) The Bank may terminate the authorization to act as a paying agent for the promissory notes issued by the Depositor for three (3) years from the day when the Bank receives the notice from the clearing house, confirming that the following situation occurs three (3) times within one (1) year:The Depositor gives a stop payment order for any checking deposit account opened by the Depositor with any financial institution before the expiration of the presentation period of a promissory note issued by the Depositor with a financial instiution as the paying agent, and the promissory note is consequently being dishonored when the holder presents the promissory note for payment, and there is no subsequent Redemption by Payment, Deposit for Standby Payment, or Re-presented and Paid is remarked. | 7. 終止擔當付款人之委託7. TERMINATION OF THE AUTHORIZATION AS A PAYING AGENT.(1) 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。(1) The Bank may terminate the authorization to act as a paying agent for the promissory notes issued by the Depositor for three (3) years from the day when the Bank receives the notice from the clearing house, confirming that the following situation occurs three (3) times within one (1) year:~~The Depositor gives a stop payment order for~~ In respect of any checking deposit account opened by the Depositor with any financial institution ~~before the expiration of the presentation period of~~, if the Depositor issues a promissory note ~~issued by the Depositor~~ with a financial institution as the paying agent, and the promissory note is consequently being dishonored when the holder presents the promissory note for payment because the Depositor gives a stop payment order before the expiry of the presentation period, and there is no subsequent Redemption by Payment, Deposit for Standby Payment, or Re-presented and Paid is remarked. |
| 第二章　支票存款8.　拒絕往來 | 8. 拒絕往來8. PROTEST OF TRANSACTION.(1) 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。(1) The Bank may conduct the Protest of Transaction against the Depositor for three (3) years from the day when the Bank receives the notice from the clearing house, confirming either that the Depositor has been convicted by an irrevocable, final criminal judgment against a crime involving use of negotiable instrument, or that the negotiable instruments issued by the Depositor have been dishonored three (3) times within one (1) year for any of the following reasons and no subsequent Redemption by Payment, Deposit for Standby Payment, or Re- presented and Paid is remarked:a. 存款不足。a. Insufficient funds;b. 發票人簽章不符。b. Signature or chop of the drawer is not identical to the specimen signature/chop registered with the Bank;c. 擅自指定金融業者為本票之擔當付款人。c. Appointing a financial institution as his paying agent without obtaining the financial institution's consent.(2) 前項各款退票紀錄分別計算、不予併計。(2) Records of dishonored negotiable instrument and non-payment for different reasons as provided in 8(1)(a) to (c) will not be calculated together. | 8. 拒絕往來8. PROTEST OF TRANSACTION.(1) 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。(1) The Bank may ~~conduct~~commence the Protest of Transaction against the Depositor for three (3) years from the day when the Bank receives the notice from the clearing house, confirming either that the Depositor has been convicted by an irrevocable, final criminal judgment against a crime involving use of negotiable instrument, or that the negotiable instruments issued by the Depositor have been dishonored three (3) times within one (1) year for any of the following reasons and no subsequent Redemption by Payment, Deposit for Standby Payment, or Re- presented and Paid is remarked:a. 存款不足。a. Insufficient funds;b. 發票人簽章不符。b. Signature or chop of the drawer is not identical to the specimen signature/chop registered with the Bank;c. 擅自指定金融業者為本票之擔當付款人。c. Appointing a financial institution as his paying agent without obtaining the financial institution's consent.(2) 前項各款退票紀錄分別計算、不予併計。(2) Records of dishonored negotiable instrument and non-payment for different reasons as provided ~~in 8(1)(a) to (c) will not~~ under each item in the preceding paragraph shall be calculated ~~together~~separately and not in aggregate. |
| 第二章　支票存款10.　公司重整之暫予恢復往來（1） | 10. 公司重整之暫予恢復往來10. TEMPORARY RESUMPTION OF TRANSACTION DUE TO REORGANIZATION.(1) 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。(1) If the Depositor is a company that obtains a ruling for reorganization before the expiration of the period of Protest of Transaction, it may apply with the clearing house, via the Bank, for making a Remark of reorganization. If the Remark of reorganization is made, the Bank may temporarily resume the transaction with the Depositor. | 10. 公司重整之暫予恢復往來10. TEMPORARY RESUMPTION OF TRANSACTION DUE TO REORGANIZATION.(1) 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。(1) If the Depositor is a company that obtains a court ruling for reorganization before the expiration of the period of Protest of Transaction, it may apply with the clearing house, via the Bank, for making a Remark of reorganization. If the Remark of reorganization is made, the Bank may temporarily resume the transaction with the Depositor. |
| 第二章　支票存款12.　彙整資料及提供查詢 | 12. 彙整資料及提供查詢12. DATA CENTER AND AVAILABLE FOR INQUIRY.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、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。The Depositor agrees that the Bank may take the clearing house as the data processing center for the records of dishonored negotiable instrument and non-payments. The Depositor further agrees that the clearing house may make available to third parties upon their inquiry the information regarding the records of dishonored negotiable instrument, non-payments, Protest of Transaction, and other information of the Depositor relevant to his creditability of negotiable instrument. | 12. 彙整資料及提供查詢12. DATA CENTER AND AVAILABLE FOR INQUIRY.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、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。The Depositor agrees that the Bank may ~~take~~use the clearing house as the data processing center for maintaining the records of dishonored negotiable instrument and ~~non-payments~~Protest of Transaction. The Depositor further agrees that the clearing house may make available to third parties upon their inquiry the information regarding the records of dishonored negotiable instrument, ~~non-payments,~~ Protest of Transaction, and other information of the Depositor relevant to his creditability of negotiable instrument. |
| 簽名頁 | 存款人：THE DEPOSITOR:　　　　　　　　　　　　　　　　　　　　　　　　　　　　　存款人若為公司，蓋公司印鑑及董事長印鑑；存款人若為自然人，簽名並蓋印鑑Company Chop and Chairman's Chop for Corporate Customer, Signature and Chop for Individual Customer存款人姓名或名稱Name of Depositor: 　　　　　　　　　　　　　　　　　　　　存款人身分證字號或統一編號ID Number or Uniform Number of Depositor: 　　　　　　　　　　董事長Chairman: 　　　　　　　　　　　　　　　　　　　　　　　　　　　　　　　　　通訊地址Address for Notices: 　　　　　　　　　　　　　　　　　　　　　　　　　　　　　傳真號碼Fax Number: 　　　　　　　　　　　　　　　　　　　　　　　　　　　　　　　　電話號碼Telephone Number: 　　　　　　　　　　　　　　　　　　　　　　　　　　　　　日期Date: 　　　　　　　　　　　　　　　　　　　　　　　　　　 | 存款人：THE DEPOSITOR:　　　　　　　　　　　　　　　　　　　　　　　　　　　　　　存款人~~若為公司，~~蓋公司印鑑及董事長印鑑~~；存款人若為自然人，簽名並蓋印鑑~~Company Chop and Chairman's Chop ~~for Corporate~~ of Customer~~, Signature and Chop for Individual Customer~~存款人~~姓名或~~名稱Name of Depositor: 　　　　　　　　　　　　　　　　　　　　　　　　　　　　　存款人~~身分證字號或~~統一編號~~ID Number or~~ Uniform Number of Depositor: 　　　　　　　　　　　　　　　　　　　　　　　　董事長Chairman: 　　　　　　　　　　　　　　　　　　　　　　　　　　　　　　　　　通訊地址Address for Notices: 　　　　　　　　　　　　　　　　　　　　　　　　　　　　　傳真號碼Fax Number: 　　　　　　　　　　　　　　　　　　　　　　　　　　　　　　　　電話號碼Telephone Number: 　　　　　　　　　　　　　　　　　　　　　　　　　　　　　日期Date: 　　　　　　　　　　　　　　　　　　　　　　　　　　　　　　　　　　　 |

Annex 1 -Fee Schedule

附表一　各項服務收費一覽表

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| --- |
| CASH MANAGEMENT SERVICES – PRICING SCHEDULE |
| Country – Taiwan　　　　　　　Effective from ~~04~~03 Jan ~~2012~~2023 |
| 法國巴黎銀行在台分行 各項服務收費一覽表 自民國~~101年01月04日~~112年01月03日起生效 |
| Type of Transaction(交易項目) | Unit Fee(單位費用) | Standard Pricing(收費標準) | Effective from ~~04~~03 Jan ~~2012~~2023(自民國112年01月~~04~~03日起生效) |
|  |  | DBU國內分行(Denominated in TWD)(以新台幣計價) | OBU國際金融業務分行(Denominated in USD)(以美金計價) |
| I. Account Administration (帳戶管理) |
| **A/C Low balance charges (below NTD100,000)****帳戶管理費（每一帳戶）每月平均餘額~~不得~~低於新台幣壹拾萬元整** | **(每月)****Monthly** | **NTD600** | **Equivalent amount in FCY of NTD600 (相當於新台幣陸佰元之等值外幣)** |
| II. DOMESTIC Payments (國內匯款) |
| i. Cheque Clearing (交換票據) |
| Cheque return (退票) | Per cheque(每張) | NTD225 |  |
| Returned Cheque by other bank (他行退票) | Per cheque(每張) | NTD225 |  |
| Cheque stop payment(支票掛失止付) | Per cheque(每張) | NTD1,000 |  |
| Cheque book (支票本) | Per book(每本) | NTD200 |  |
| Cheque printing (專戶支票印製) | Per cheque(每張) | NTD10+廠商開版費(supplier printing fee) |  |
| Bank draft (銀行匯票) | Per cheque(每張) | NTD400 (BOT cheque only)(台支－每張收400元) |  |
| ii. RTGS / Electronic clearing (~~國內匯款~~即時總額清算系統／電子清算) |
| Domestic transfer via FISC (台幣跨行匯款) | Per instruction(每筆) | Standard fee table governing by FISC (依金資收費表) |  |
| Mass & unit domestic transfers (Direct Debit domestic payment) ACH ~~付款服務~~國內總額及單筆匯款(國內直接收款)自動轉帳 | Per instruction(每筆) | NTD20 |  |
| III. International Payments (國外匯款) |
| i. Outward Remittance (匯出匯款) |
| Telegraphic Transfer (電匯) | Per instruction(每筆) | O/R commission NTD500+Cable charge 匯出匯款手續費NTD500＋電報費 | O/R commission USD16.50+Cable charge 匯出匯款手續費USD16.50＋電報費 |
| Amendment (修改匯款) | Per instruction(每筆) | NTD800 | USD26.50 |
| Stop Payment (止付匯款) | Per instruction(每筆) | NTD1,000 | USD33.50 |
| ii. Inward Remittance (匯入匯款) |
| Non-commitment customer (無額度往來的客戶) | Per instruction(每筆) | NTD600 | USD20.00 |
| Line customer (有額度往來的客戶) | Per instruction(每筆) | NTD350 | USD11.50 |

|  |  |  |  |
| --- | --- | --- | --- |
| Type of Transaction(交易項目) | Unit Fee(單位費用) | Standard Pricing(收費標準) | Effective from ~~04~~03 Jan ~~2012~~2023(自民國~~101~~112年01月~~04~~03日起生效) |
|  |  | DBU國內分行(Denominated in TWD)(以新台幣計價) | OBU國際金融業務分行(Denominated in USD)(以美金計價) |
| Re-Transfer under I/R (原幣轉匯) | Per instruction(每筆) | I/R commission NTD600+cable charge 匯入匯款手續費NTD600＋電報費 | I/R commissionUSD20.00+cable charge匯入匯款手續費USD20.00＋電報費 |
| iii. Cable Charges (電報費) |
| Cable Charges (電報費) | Per cable(每筆) | NTD800 | USD26.50 |
| iv. Clean Bill Collection (光票託收) |
| Clean Bill Collection (光票託收) | Per instruction(每筆) | Commission NTD400+postage手續費NTD400+郵資費 | Commission USD13.50+postage手續費USD13.50+郵資費 |
| v. Demand Draft (票匯) |
| Demand Draft (票匯) | Per instruction(每筆) | NTD500 | USD16.50 |
| vi. Postage (by country) 郵資費（按照國家區分） |
| Asia (亞洲) | Per Mail(每封) | NTD150 | USD4.50 |
| USA & Europe (美洲及歐洲) | Per Mail(每封) | NTD250 | USD8.50 |
| Other areas (其他地區) | Per Mail(每封) | NTD400 | USD13.50 |
| IV. Other Services (其他服務) |
| A/C Balance Certification (存款餘額證明) | Per copy(每份) | NTD500 | USD16.50 |
| Tax Return for Non-Resident 辦理非居民之退稅申請 | Per deal | NTD2,000 | USD67.00 |
| (每件) | NTD2,000 | USD67.00 | USD10 |
| V. E-banking (網際網路電子銀行) |
| Connexis Cash – Monthly servie (網際網路電子銀行帳戶管理費) | Per territory(每個帳戶) | NTD1,500 | USD50 |
| DigiPass (加密器) | Per piece(每個) | 1st Free, Extra NTD2,000 第一個免費，追加每個NTD2,000 | USD67 |
| Connexis reporting (MT940 & MT942) (網際網路電子銀行帳戶資訊查詢) | Per account(每個帳戶) | NTD1,500 | USD50 |