

台灣地區國家附件
TAIWAN COUNTRY SCHEDULE

本文件構成法國巴黎銀行之「一般銀行條款與條件」（下稱「**條件**」）所提及之國家附件。

This document constitutes a Country Schedule as referred to in the BNP Paribas General Banking Terms and Conditions (the "**Conditions**").

本國家附件記載本行在台灣提供貴公司一個或多個帳戶或產品所依據之特定司法區域條款。貴公司在台灣開立帳戶或申請提供某項產品前，必須閱讀並瞭解本國家附件。

This Country Schedule sets out jurisdiction-specific terms on which we provide you with one or more Accounts or Products in Taiwan. You need to read and understand this Country Schedule before opening an Account or applying for a Product in Taiwan.

本國家附件乃條件之增補文件。除本國家附件另有定義外，本國家附件所使用之用語與條件所使用者具有相同意義。

This Country Schedule supplements the Conditions. Unless defined in this Country Schedule, capitalised terms used in this Country Schedule have the meanings given to them in the Conditions.

倘若本國家附件條文與條件間有任何歧異，悉以本國家附件為主。

In the event of any inconsistency between the provisions of this Country Schedule and the Conditions, this Country Schedule will prevail.

第一章 一般事項

Part A – GENERAL

1. 支票存款帳戶

本行提供貴公司在台灣之支票存款帳戶（下稱「**支存帳戶**」），適用以下有關處理退票及拒絕往來之條款：

1. CHECKING ACCOUNTS

The following terms with respect to the handling of Dishonoured Negotiable Instruments and Account Rejection apply where we provide you with checking Accounts in Taiwan ("**Checking Account**"):

1.1 開戶審查與開戶資料變更

- (一) 貴公司開立支存帳戶時，應填具印鑑卡及票據領取證交付本行，經本行向台灣票據交換所查詢貴公司之票據信用情形，並認可支存帳戶之開戶申請後，發給空白票據。
- (二) 貴公司如擬變更印鑑，須重填印鑑卡。
- (三) 如貴公司名稱或負責人變更，而未將該變更通知本行者，於本行發現該情事並通知貴公司後，貴公司未於一個月內辦理變更手續者，本行得立即終止本合約，並通知貴公司關閉任何支存帳戶。

1.1 Account opening reviewing and change of account opening data

- (a) When you open a Checking Account, you shall fill out the signature card and the receipt certificate of negotiable instrument and deliver the same to us. We shall provide you with blank negotiable instruments after we have verified your creditability with the Taiwan Clearing House and have approved your application for opening a Checking Account.
- (b) If you intend to change your specimen chop, you shall fill out a new signature card.
- (c) In the event that you change your name or your responsible persons and fail to inform us of such change, and such failure is not remedied within one month after we discover the failure and have notified such failure to you, we may immediately terminate the Agreement and notify you to close any Checking Account.

1.2 本票

- (一) 貴公司簽發本票，並經本行同意接受委任以本行為擔當付款人者，由本行自貴公司名下之支存帳戶內就到期之款項代為付款。
- (二) 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（如為見票即付之本票，自發票日起算）三年之內，且貴公司未撤銷付款委託，亦無其他不得付款之情事者，本行仍得付款。
- (三) 倘因下列原因致貴公司所簽發之本票退票時：
 - (1) 支存帳戶內存款不足，或
 - (2) 本票上之印章或簽名與留存於本行印鑑卡內之印鑑章或簽名不符，

該退票應紀錄於註記中。

1.2 Promissory note



- (a) In the event that a promissory note is issued by you and we are designated as the paying agent, subject to our consent to such appointment, we shall pay the amount due from your Checking Account.
- (b) If a promissory note is presented after expiry of the presentation period but within three years from the expiry date of such promissory note (or if the promissory note is a promissory note payable on demand, within three year period from the issue date), we shall honour the note so long as you have not withdrawn your order of payment and there are no other circumstances prohibiting us from making payment.
- (c) If a promissory note issued by you is dishonoured due to:
 - (i) there being insufficient funds in your Checking Account; or
 - (ii) the chop or signature appearing on the promissory note do not match the specimen chop or signature in the Specimen Card held in our record,the fact that the promissory note has been dishonoured shall be recorded in your Record.

1.3 手續費

貴公司簽發之票據，因貴公司支存帳戶內存款不足而退票時，本行得向貴公司收取手續費。該項手續費不得逾越台灣票據交換所向本行所收取手續費之百分之一百五十。

1.3 Handling fees

When a negotiable instrument issued by you is dishonoured due to there being insufficient funds in your Checking Accounts, we may collect a handling fee from you. The handling fee shall not exceed 150% of the handling fees that the Taiwan Clearing House collects from us.

1.4 註記

倘若於下列票據退票之日後起算三年內：

- (1) 貴公司簽發之支票，或
- (2) 以本行為擔當付款人之本票，

有下列情事之一者：

- (一) 清償贖回，
- (二) 提存備付，
- (三) 重提付訖，或
- (四) 有其他涉及票據信用之情事發生者，

貴公司得要求本行通知台灣票據交換所依「支票存款戶票信狀況註記須知」辦理註記。

1.4 Record

In the event that:

- (a) you have made a Redemption;
- (b) you have deposited a Reserve for Payment;



- (c) there has been Re-Presentation and Payment; or
- (d) other matters have occur related to your creditability on negotiable instruments,

within three years after the date on which any

- (i) cheque drawn by you; or
- (ii) promissory notes of which we are a paying agent,

is dishonoured, you may request us to notify the Taiwan Clearing House to record such fact in accordance with the “*Guidelines for the Registration of Depositors’ Credit on Negotiable Instruments*”.

1.5 限制或停止發給空白支票或本票

(一) 貴公司如有下列情事之一者，本行得限制發給空白支票及空白本票：

- (1) 已發生貴公司支存帳戶內存款不足致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；
- (2) 使用票據有其他任何不正常之情事者。

(二) 本行應以書面告知貴公司限制發給空白支票及空白本票之理由；貴公司如認為該限制不合理時，得向本行提出申訴。

(三) 貴公司在本行開立之任何帳戶被扣押時，本行得停止發給空白支票及空白本票，但被扣押之金額經貴公司向本行如數提存備付者，不在此限。

1.5 Limitation or suspension on provision of blank cheques or promissory notes

(a) We may withhold the issuance of blank cheques and blank promissory notes to you if:

- (i) you have issued any Dishonoured Negotiable Instrument due to there being insufficient funds in your Checking Accounts or your making frequent Redemptions or frequent deposits of Reserve for Payment or Re-Presentation and Payments after the negotiable instruments have been dishonoured; or
- (ii) there has occurred any other abnormal situation related to negotiable instruments issued by you.

(b) We shall notify you of the reason in writing for withholding the issuance of blank cheques and blank promissory notes to you and you may raise objections if you consider such withholding unreasonable.

(c) In the event any of your Account is attached, we may suspend the provision of blank cheques and blank promissory notes. However, the preceding provision shall not apply if a Reserve for Payment for the attached amount has been deposited with us.

1.6 終止擔當付款人之委託

(一) 倘若：

- (1) 貴公司在台灣地區任一金融業者所開立之支存帳戶所簽發之本票，因於提示期限屆滿前向受指定為擔當付款人之金融業者撤銷付款委託，經執票人提示而發生退票，任一年內達三張或以上時，且



(2) 且該本票未辦理清償贖回、提存備付或重提付訖者，

本行得自台灣票據交換所通報最近一張本票被退票之日起算，終止為貴公司擔當付款人之委託三年。

(二) 本行終止受貴公司委託為擔當付款人時，貴公司應於接獲本行通知後一個月內，返還剩餘空白本票。

1.6 Termination of the mandate as a paying agent

(a) In the event that:

(i) within the period of any one year, three or more promissory notes issued by you drawn on your Checking Account maintained with any financial institution in Taiwan have been dishonoured due to the withdrawal of the payment instruction to the financial institution being designated as paying agent prior to the expiration of the period for presentation; and

(ii) no Redemption, Reserve for Payment or Re-Presentation and Payment has been made on such promissory notes,

we may terminate your mandate to designate us as a paying agent for a period of three years commencing from the date the Taiwan Clearing House declares the last promissory note has been dishonoured.

(b) If we terminate your mandate to designate us as a paying agent, you shall return the remaining blank promissory notes to us within one month after receiving our notice to do so.

1.7 拒絕往來

(一) 倘若：

(1) 貴公司在台灣地區任一金融業者所開立之支存帳戶，因下列情事之一所發生之退票一年內達三張或以上者：

(a) 貴公司於該金融業者之支存帳戶內存款不足；

(b) 票據上之印章或簽名與該金融業者留存之印鑑章或簽名不符；

(c) 未得金融業者之同意，即指定該金融業者為本票之擔當付款人，

且該本票未辦理清償贖回、提存備付或重提付訖者；或

(2) 貴公司因使用票據涉及犯罪經判刑確定者，

本行得自台灣票據交換所通報最近一張本票被退票之日或自貴公司經判刑確定之日起算，拒絕與貴公司之支存帳戶往來三年。

(二) 前項各款因素造成之退票次數應按個別理由分別計算，不予併計。

1.7 Rejected Account records

(a) In the event that:

(i) within the period of any one year, three or more negotiable instruments issued by you drawn on your Checking Accounts with any financial institution in Taiwan have been dishonoured due to

(A) insufficient funds in your Checking Account with the financial institution;



- (B) the chop or signature appearing on the negotiable instrument not matching the specimen chop or signature recorded with the financial institution; or
- (C) designation of a financial institution to act as your paying agent for promissory notes without the agreement of such financial institution,

and no record of Redemption, no Reserve for Payment and no Re-Presentation and Payment has been made on such negotiable instruments; or

- (ii) you are sentenced for commission of a crime related to using negotiable instruments,

we may reject your Checking Accounts for a period of three years commencing from the date the Taiwan Clearing House declares the last promissory note has been dishonoured or the date of your sentence.

- (b) The number of Dishonoured Negotiable Instruments due to the reason listed in the preceding paragraph shall be calculated on a reason by reason basis and not in aggregate.

1.8 終止

如貴公司支存帳戶被列為拒絕往來戶，或因任何原因終止本合約者，貴公司應於接獲本行通知後 15 個日曆日內，關閉支存帳戶並返還未使用之空白支票及本票。如貴公司未於 15 個日曆日內關閉帳戶，本行得逕行關閉帳戶，並將該帳戶餘額存放於以本行名義開立之獨立帳戶(下稱「暫存帳戶」)，以待貴公司指示如何處分該餘額。暫存帳戶所存之餘額將不予計息。

1.8 Termination

If any of your Checking Account has been rejected or the Agreement has been terminated for any reason, you shall close the Checking Accounts and return all unused blank cheques and promissory notes to us within 15 calendar days after receipt of our notice to do so. **IF YOU FAIL TO CLOSE THE ACCOUNT WITHIN 15 CALENDAR DAYS, WE MAY CLOSE THE ACCOUNT, AND PLACE THE BALANCE OF THE FUNDS HELD IN THE ACCOUNT IN A SEPARATE ACCOUNT IN OUR NAME (“HOLDING ACCOUNT”) PENDING YOUR INSTRUCTIONS AS TO THE DISPOSAL OF SUCH BALANCES. YOU WILL NOT RECEIVE INTEREST ON SUCH BALANCES HELD IN A HOLDING ACCOUNT.**

1.9 公司重整之暫予恢復往來

- (一) 貴公司如於拒絕往來期間屆滿前，經法院裁定准予重整後，得向本行申請核轉台灣票據交換所辦理重整註記；經重整註記者，本行得暫予恢復往來。
- (二) 在暫予恢復往來之日起至原拒絕往來期間屆滿前再因存款不足而發生退票者，本行得自台灣票據交換所通報該本票被退票之日起算，予以拒絕往來三年。

1.9 Temporarily resumed transactions upon company reorganization

- (a) If you have obtained an approval for reorganization from a court before the period of Account Rejection has expired, you may request us to notify the Taiwan Clearing House to make a recordation of such reorganization and we may temporarily resume transactions with you once the reorganization has been recorded.
- (b) In the event a negotiable instrument is dishonoured due to insufficient funds after the date of the temporary resumption of transactions, but before the expiry date of the initial Account Rejection, we may reject your Checking Account for a period of three years commencing from the date on which the Taiwan Clearing House declares that the negotiable instrument is dishonoured.

1.10 請求恢復往來

貴公司支存帳戶如經拒絕往來而有下列情事之一，經本行同意後，得開立新的支存帳戶並恢復往來：



- (一) 拒絕往來期間屆滿；
- (二) 造成拒絕往來及其後發生之全部退票，均已經台灣票據交換所註記辦妥清償贖回、提存備付或重提付訖。

1.10 Request for resumption of transactions

In the event any of your Checking Account is subject to an Account Rejection, you may, with our consent, open a new Checking Account and resume transactions if:

- (a) the period for Account Rejection has expired; or
- (b) the Taiwan Clearing House has recorded a Redemption, Reserve for Payment or Re-Presentation and Payment in respect of each of the Dishonoured Negotiable Instruments which resulted in the Account Rejection and in respect of each of the other negotiable instruments which had been dishonoured after the Account Rejection.

1.11 彙整資料及提供查詢

貴公司同意本行將貴公司資料提供予台灣票據交換所，並以台灣票據交換所為彙整退票紀錄及拒絕往來資料處理中心。貴公司並同意台灣票據交換所將貴公司之退票紀錄、被列為拒絕往來戶之紀錄及其他有關票據信用之資料，提供予本行或其他第三人查詢。

1.11 Maintenance of data and inquiries

You agree that we may provide your information to the Taiwan Clearing House and use the Taiwan Clearing House as a data centre for maintaining Records of Dishonoured Negotiable Instruments and Account Rejection. You also agree that such Taiwan Clearing House may make your Record of dishonoured negotiable instruments and rejected account record and all other data related to the your credit on negotiable instruments available for inquiry by us and other third parties.

1.12 本附件未盡事宜

本國家附件有關支存帳戶之任何未盡事宜應依台灣相關法律及當地慣例辦理。

1.12 Related matters not provided herein

Any matter relating to a Checking Account that is not specified in this Country Schedule shall be governed by and handled in accordance with the applicable Taiwanese Laws and Local Practice.

2. 保密及個人資料

2. CONFIDENTIALITY AND PERSONAL DATA

2.1 於適用台灣法律之地區，有關條件第 11.2.1 條，本行及其各職員與第三人供應商被授權得隨時且無須事前通知或取得同意，將 (1) 與貴公司、任何帳戶、任何產品或與貴公司之任何往來或交易有關之資訊，(2) 貴公司提供予本行之任何資訊，(3) 本合約，及 (4) 貴公司與本行間之任何合約或文件，揭露予：

- (一) 與本行提供予貴公司之帳戶或產品有關之其他銀行及機構(包括往來銀行、證券期貨交易所及市場、台灣集中保管結算所、財團法人金融聯合徵信中心(簡稱「聯徵中心」、財金資訊股份有限公司、台灣票據交換所及信用評等機構)；以及
- (二) 本行與之聯合行銷、交換客戶資訊或以其他方式合作推廣業務之任何機構。

2.1 Where Taiwanese law governs, with respect to Clause 11.2.1 of the Conditions, we and each of our Officers and Third Party Providers are also authorised, at any time and without further prior notice or



consent, to disclose: (i) any information regarding you, any Account, any Product or any transaction or dealing with you; (ii) any information you provide to us; (iii) the Agreement; and (iv) any contract or document between you and us to:

- (a) other banks and institutions in relation to Accounts or Products provided by us to you (including correspondent banks, securities and futures exchanges and markets, the Taiwan Depository and Clearing Corporation, the Joint Credit Information Center (“JCIC”), the Financial Information Service Co., Ltd., the Taiwan Clearing House, and credit rating agencies); and
- (b) any institution with which we co-market, exchange client’s information or otherwise cooperate to promote our businesses.

2.2 貴公司茲放棄並同意不予主張中華民國銀行法第 48 條或可能與此等揭露有關之其他任何法律規定。

2.2 **You hereby waive and agree not to assert the provisions of Article 48 of the R.O.C. Banking Law or any other Law as may be relevant to such disclosures.**

2.3 於適用台灣法律之地區，在不限制條件第 11.3 條(關於僱員和其他個人的資料)之情況下，貴公司亦同意就貴公司提供或即將提供予本行有關貴公司職員及其他個人之任何個人資料(下稱「第三人資料」)：

- (一) 貴公司應負責確保每一相關人士均同意本行及本行合法允許移轉該等第三人資料之他人(下稱「受移轉人」)，蒐集、處理、使用、傳輸及揭露該等第三人資料；
- (二) 貴公司應依本行所不時提供之格式，將對各第三人書面通知送交本行，且法律如規定須取得同意者，應取得該第三人簽名並將簽名文件送回本行，或以本行同意之其他方式，以示該第三人同意本行及各受移轉人蒐集、處理、使用及移轉該等第三人資料；且
- (三) 對於因貴公司揭露及/或本行或任何受移轉人蒐集、處理、使用、傳輸及揭露第三人資料，以致有任何相關人士對本行或任何受移轉人提出之請求，貴公司應負全部法律責任，絕無異議。

2.3 **Where Taiwanese law governs, without limitation to Clause 11.3 (*Information relating to employees and other individuals*) of the Conditions, you also agrees that, with respect to any personal data regarding your Officers and other individuals (“Third Party Data”) provided or to be provided by you to us:**

- (a) **you shall be responsible to ensure that each relevant individual has consented the collection, processing, use, transmission and disclosure of such Third Party Data by us and by others to which we are legally permitted to transfer such Third Party Data (“Transferees”)**
- (b) **you shall deliver to us each such third party written notice in the form we provide to you from time to time and, where such consent is required by law, obtain the consent of such third party to our and each Transferee’s collection, processing, use and transfer thereof by signing thereon and returning such document to us, or in such other manner as agreed by us; and**
- (c) **you shall be solely responsible, without protest, for any claim made by any relevant individual against us or any Transferee arising out of your disclosure and/or our or any Transferee’s collection, processing, use, transmission and disclosure of Third Party Data.**

3. 台灣之人民幣帳戶與產品

3. **RMB ACCOUNTS AND PRODUCTS IN TAIWAN**

3.1 本行提供貴公司人民幣帳戶或人民幣產品時，適用下列條款。

3.1 The following terms apply where we provide you with RMB Accounts or RMB Products.



- 3.2 貴公司知悉並瞭解人民幣並非可自由兌換之貨幣，並受限於很大之匯兌風險。本行提供人民幣帳戶或人民幣產品乃受限於中國大陸或其他地區之相關法規及其他政策規定、匯率管制與限制。此等規定、管制或限制可能隨時修訂或變更，並且可能增加相較於其他貨幣為高之人民幣交易之風險，以及可能影響本行人民幣帳戶之範圍或本行提供任何人民幣產品予貴公司之能力。
- 3.2 You acknowledge and understand that RMB is not a freely convertible currency and is subject to substantial exchange rate risk. Provision of RMB Accounts or RMB Products by us is subject to the relevant regulatory and other policy requirements, exchange rate controls and restrictions in Mainland China or elsewhere. Such requirements, controls or restrictions may be amended or subject to change from time to time and may increase the risks of dealing in RMB compared to other currencies and may affect the scope of our RMB Accounts or our ability to provide any RMB Products to you.
- 3.3 有關任何人民幣帳戶或人民幣產品涉及透過台灣所設立之人民幣清算及結算系統以清算或結算交易，貴公司：
- (一) 知悉人民幣帳戶或人民幣產品之提供以及人民幣清算及結算系統之運作將受限於下列因素：
- (1) 本行與任何清算銀行或代理人所簽訂之任何人民幣清算及結算合約；以及
- (2) 任何相關法律。
- (二) 同意本合約與相關法律間如有任何歧異，將以相關法律為主。
- 3.3 In connection with any RMB Account or RMB Product that involves transactions cleared or settled through the RMB clearing and settlement system established in Taiwan, you:
- (a) acknowledge that the provision of such RMB Account or RMB Product and the operation of the RMB clearing and settlement system will be subject to:
- (i) any agreement for clearing and settlement of RMB entered into between us and any clearing bank or agent; and
- (ii) any applicable laws.
- (b) agree, if there is any inconsistency between the Agreement and applicable Laws, the applicable Laws will prevail.
- 3.4 所有人民幣帳戶及人民幣產品均受限於可提供之人民幣及每人每天最大交易金額上限、每筆交易最高金額上限及本行不時訂定之其他任何限制或上限。本行被授權得隨時將貴公司在每日(本行不時指定之)截止時間時帳戶內任何超出此限制或上限之金額移轉至其他帳戶，或以本行認為適當之其他方式處理超出之金額，無須事先通知貴公司。
- 3.4 All RMB Accounts and RMB Products are subject to the availability of RMB and any maximum amount per customer per day requirements, any maximum amount per transaction requirements and any other restrictions or limits imposed by us from time to time. We are authorised to transfer any amount in your current Account in excess of any such restriction or limit at the cut-off-time (as designated by us from time to time) on each day to any other Account at any time, or dispose of the excess amount in any other manner as we think fit without prior notice to you.
- 3.5 本行並無支付人民幣現鈔之義務。提取大額人民幣須於 7 個營業日前事先通知本行。本行被授權得以下列幣別支付與人民幣帳戶或人民幣產品有關之任何提款或應付款項：
- (一) 人民幣，或
- (二) 本行自行決定按適用匯率兌換之其他貨幣。



- 3.5 We are not obliged to effect cash payments in RMB. Withdrawals of RMB in large amounts are subject to seven Business Days' prior notice to us. We are authorised to pay any amount withdrawn from or payable in respect of an RMB Account or RMB Product in any of:
- (a) RMB; or
 - (b) such other currency at our sole discretion converted at the Applicable Rate.
- 3.6 貴公司聲明並擔保貴公司本人於任何時候均為不時開立之所有人民幣帳戶之唯一受益所有人。
- 3.6 You represent and warrant that you will be at all times, the sole beneficial owner of all RMB Accounts opened from time to time.
- 3.7 貴公司瞭解並知悉人民幣受限於匯兌風險且目前無法自由兌換。
- 3.7 You understand and acknowledge that RMB is subject to exchange rate risk and is currently not freely convertible.

4. 人民幣貿易結算條款

有關屬於貿易結算帳戶之人民幣帳戶或屬於貿易結算服務之人民幣產品（下稱「**人民幣貿易結算帳戶**」）：

- (一) 貴公司聲明並擔保貴公司所從事之跨境貿易 (1) 係與中國大陸之實體所為之交易，或 (2) 該商品係自中國大陸進口或出口至中國大陸（合稱「**跨境貿易**」）；且
- (二) 貴公司瞭解開立人民幣貿易結算帳戶僅得用於進行跨境貿易結算，或相關法律不時許可之其他交易，且如本行認為該等交易與跨境貿易或其他經許可業務並無關連，或貴公司係為私人用途而偽裝從事人民幣兌換服務，則本行得(但無義務)：

- (1) 拒絕貴公司存款、匯兌、匯款或其他交易指示，或
- (2) 關閉人民幣貿易結算帳戶，

且本行對於貴公司因本行採取該等措施而產生之任何損失、成本、費用或支出或其他後果，不負任何法律責任。

- (三) 貴公司同意於本行要求時，提供本行跨境貿易往來有關之相關發票及交易文件。

4. RMB TRADE SETTLEMENT TERMS

In connection with an RMB Account that is a trade settlement account or an RMB Product that is a trade settlement service (an "**RMB Trade Settlement Account**"):

- (a) you represent and warrant that you have been engaged in the business of cross-border trade (i) with entities in Mainland China or (ii) of goods imported from or exported to Mainland China (collectively "Cross-Border Trade"); and
- (b) you understand that RMB Trade Settlement Accounts are solely intended to be opened for conducting settlement of Cross-Border Trade, or such other transactions as may be permitted under applicable Law from time to time and that we may (but are not obliged to):
 - (i) reject your deposit, exchange, remittance or other transaction instructions; or
 - (ii) close the RMB Trade Settlement Accounts,

if, in our opinion, the transactions do not appear to relate to Cross-Border Trade or otherwise permitted activities or you appear to be engaged in RMB exchange services in a disguised way for



personal use and we will not be liable for any losses, costs, expenses or charges or other consequences arising or suffered by you as a result of our taking any such steps.

- (c) you agree to provide to us the relevant invoices and transaction documents related to Cross-Border Trade transactions upon request by us.

5. 網際網路之使用

貴公司同意使用網際網路作為傳遞或傳輸貴公司提供給本行有關任何帳戶或產品之任何資料或文件之媒介。

5. USE OF THE INTERNET

You consent to the use of the Internet as a medium to communicate with or transmit any data or documentation in connection with any Account or Product provided by us to you.

6. 委外業務

於適用台灣法律之地區，參照條件第 1.3 條 (委外)，本行得於金融監督管理委員會隨時有效之委外相關法令許可之範圍內，將包括但不限於行銷、行政、電信、電腦作業、資料存取、資料處理、資料輸入、資料輸出、後勤作業、文件掃描作業、表單列印、有關包裝、密封、分類及郵寄作業、匯款、存款、付款、交換、徵信及收款等事項，委由第三人代為處理。貴公司茲明確同意法國巴黎銀行及各委外服務供應商得於其進行各自業務必要或適宜之範圍內存取、蒐集、處理及使用貴公司個人資料。

6. OUTSOURCING

Where Taiwanese law governs, with reference to Clause 1.3 (*Outsourcing*) of the Conditions, the functions we may outsource includes but not limited to marketing, administration, telecommunications, computer processing, data access, data processing, input, output, back office functions, scanning of documentation, printing of relevant materials and statements and matters regarding packaging, sealing, sorting and mailing, remittances, deposits, payments, exchange, credit information and collection, to the extent permitted by the Financial Supervisory Commission outsourcing related regulations as in effect from time to time. You hereby expressly consent that each of BNP Paribas and such outsourcing services providers may access, collect, process and use the personal data of you to the extent necessary or appropriate to carry out its respective functions.

7. 抵銷

7. SET-OFF

- 7.1 於適用台灣法律之地區，有關條件第 8.1 條(抵銷和擔保)，本行同意於行使抵銷權時立即通知貴公司，但如未予通知，並不影響該抵銷之效力。如抵銷之債務並未到期，該債務於行使抵銷時應視為已到期。

- 7.1 Where Taiwanese law governs, with respect to Clause 8.1 (*Set-off and Security*) of the Conditions, we agree to promptly notify you upon us exercising our right of set-off, provided that the failure to give such notice shall not affect the validity of such set-off. In the case that the obligation subject to set-off is not a matured obligation, such obligation shall be deemed to have matured upon any such set-off.

- 7.2 於適用台灣法律之地區，條件第 8.2 條及 8.3 條不適用。

- 7.2 Where Taiwanese law governs, Clause 8.2 and Clause 8.3 of the Conditions shall not apply.

8. 帳戶

8. ACCOUNTS

- 8.1 於適用台灣法律之地區，條件第 16.1.2 條不適用。



- 8.1 Where Taiwanese law governs, Clause 16.1.2 of the Conditions shall not apply.
- 8.2 貴公司同意對設在本行之任何帳戶，每一帳戶每月平均餘額不得低於新台幣壹拾萬元整(外幣存款帳戶每月平均餘額不得低於新台幣壹拾萬元之等值外幣)。倘貴公司每月平均餘額低於此標準時，本行得每月自貴公司帳戶中扣除新台幣陸佰元整(或等值之外幣金額)作為每月帳戶管理費用。本行並得隨時調整前述最低每月平均餘額金額及每月帳戶管理費用，並自通知貴公司後六十日起生效。
- 8.2 **You agree that any Account you maintain with us is subject to the minimum monthly average balance requirement of NTD 100,000 (or equivalent of NTD 100,000 for foreign currency deposit accounts) for each individual Account. If you fail to maintain such minimum monthly average balance, we may charge a monthly account maintenance fee of NTD 600 (or equivalent of NTD 600 for Accounts in other currencies) by deducting such amount from your Account. We may from time to time adjust the amounts of the required minimum monthly average balance and the monthly account maintenance fee effective from sixty days following our giving notice to you.**
- 8.3 本行得修訂與下列事項有關之條款：
- (一) 相關費用之金額或條件；
 - (二) 起息之金額與日期。
- 前述修訂將於生效日前六十日於本行之台灣分行營業處所公告（無須個別通知），但對貴公司有利之各項修訂不在此限。
- 8.3 **We may amend provisions relating to:**
- (a) **the amount or conditions for relevant fees;**
 - (b) **the amount and the date from which interest shall accrue,**
- by declaring such amendment in the business places of our branches in Taiwan, sixty days prior to the effective date of such amendment (and no individual notification to you is required), excluding those amendments that are in your favour.**
- 8.4 各項服務收費一覽表列於附錄一。
- 8.4 **The cash management services pricing schedule is listed as Appendix 1.**
- 8.5 於適用台灣法律之地區，有關條件第 5.1.4 條，除因本行計算費用發生錯誤外，貴公司同意附錄一所列之費用、佣金及手續費一旦支付，概不退費。
- 8.5 **Where Taiwanese law governs, with respect to Clause 5.1.4 of the Conditions, except where such is due to an incorrect calculation of fees by us, you agree that paid fees, commissions and charges as listed in Appendix 1 are non-refundable.**
- 8.6 於適用台灣法律之地區，貴公司茲明確授權本行依據條件第 5.6 條自任何帳戶扣帳，無須事前通知。
- 8.6 **Where Taiwanese law governs, you hereby expressly authorize us to debit from any Account in accordance with Clause 5.6 of the Conditions without prior notice to you.**
9. 票據
9. **NEGOTIABLE INSTRUMENTS**
- 9.1 由本行承諾付款之票據，不論其發票日之先後，應按執票人提示之先後順序支付。倘有多張票據同時提示時，本行得自行決定支付順序。



- 9.1 All negotiable instruments which we undertake to pay shall be paid in the order of the holders' presentation to the Bank without regard to the issuance date of the negotiable instruments. In the event that several negotiable instruments are presented at the same time, we may, in our sole discretion, decide the order of payment.
- 9.2 如貴公司擬就所簽發之本票或其他票據，要求本行為擔當付款人時，應先與本行簽訂委託本行為擔當付款人之合約。如無該合約，貴公司帳戶內縱有足夠支付之金額，本行就該等本票或其他票據仍得拒絕付款。
- 9.2 If you wish to request the Bank to act as a paying agent for promissory notes or other negotiable instruments, you shall first enter into an agreement with us appoint us as your paying agent. Absent such agreement, we may refuse payment on any promissory note or other negotiable instrument even though you have sufficient funds in your Accounts.
- 9.3 貴公司簽發以本行為擔當付款人之票據時，雖票據已逾提示期限，本行得認為係受貴公司委託付款，仍得逕自貴公司帳戶扣款以向執票人付款。
- 9.3 With respect to negotiable instruments drawn on or issued by you with us designated as paying agent, notwithstanding expiry of the prescribed period for presentation, we may treat such as a manatee to pay and may render such payment by debiting your Account.
10. 利息
10. **INTEREST**
- 10.1 於適用台灣法律之地區，有關條件第 16.3 條，活期存款之利息應依每日餘額之實際天數按日計息，如為外幣存款，依一年 360 天計算（除適用法令或相關市場慣例另有規定外），或如為新台幣存款，依一年 365 天計算。
- 10.1 **Where Taiwanese law governs, with respect to Clause 16.3 of the Conditions, interest on demand deposits shall be calculated on the daily outstanding of each Account. Interest shall accrue daily on the basis of a year of 360 days for foreign currency deposits (unless otherwise required by applicable laws and regulations or relevant market practice) or 365 days for NT Dollars deposits.**
- 10.2 活期存款之利息於每年六月二十日及十二月二十日結算付息一次。
- 10.2 **Interest on demand deposits shall be calculated, settled and paid on June 20 and December 20 of each year.**
- 10.3 於適用台灣法律之地區，條件第 16.5 條不適用。
- 10.3 **Where Taiwanese law governs, Clause 16.5 of the Conditions shall not apply.**
11. 定期存款提前解約
11. **TIME DEPOSITS: EARLY TERMINATION**
- 11.1 於適用台灣法律之地區，條件第 17.3 .1 條內容應如下文：
- 「17.3.1 定期存款提前解約
- (一) 新台幣定期存款：新台幣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」計息。新台幣可轉讓定期存款不得中途解約，到期後亦不另計息。
- (二) 外幣定期存款：外幣定期存款提前解約時，除適用法令另有規定或雙方另有約定外，按其實際存款天數依其原約定利率八折後單利計息。」
- 11.1 **Where Taiwanese law governs, Clause 17.3.1 of the Conditions shall be read as follows:**



"17.3.1 Early termination of Time Deposits

- (a) **New Taiwan Dollar Deposits.** In case a non-negotiable Time Deposit denominated in New Taiwan Dollar 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 denominated in New Taiwan Dollar may not be terminated prior to its scheduled maturity date and no interest is payable after such maturity.
- (b) **Foreign Currency Deposits.** In the event of a termination of a Time Deposit denominated in a currency other than the New Taiwan Dollar prior to its scheduled maturity date, 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 applicable Law or as agreed by you and us."

12. COMPLAINTS

Should you have any complaints concerning the services provided by us or any other matters in relation to us, you may contact our Complaint Officer (whose contact details may be found in the website of the Financial Supervisory Commission Republic of China (Taiwan) – <https://www.fsc.gov.tw/en/index.jsp>).

12 申訴

如貴公司對本行所提供之服務或與本行有關之其他事項有任何申訴，貴公司得逕洽本行申訴主管(其聯絡資訊詳載於中華民國金融監督管理委員會網址– <https://www.fsc.gov.tw/en/index.jsp>)

13. 以電話、傳真、電子郵件或其他電子方式提出指示

13. INSTRUCTIONS BY TELEPHONE, FACSIMILE, E-MAIL OR OTHER ELECTRONIC MEANS

12.1 除本行另有書面約定外，貴公司以電話、傳真、電子郵件或其他電子方式提出任何指示（統稱「**電子指示**」）後，指示正本（下稱「**正本**」）應於向本行提出相關電子指示之日起算七（7）個營業日內（下稱「**正本交付時間**」），以快捷郵件送達或親自送達。

13.1 Unless otherwise agreed by us in writing, you shall provide by express mail or hand delivery the original (the "**Original**") of any Instruction by telephone, facsimile, e-mail or other electronic means (the "**Electronic Instruction**") within seven (7) business days ("**Original Delivery Time**") commencing from the date on which the relevant Electronic Instruction is given to us.

12.2 縱有前述 12.1 項之規定，無論是否已接獲相關正本，本行被授權得於收到前述電子指示後即予執行。如貴公司未能在正本交付時間內交付相關正本，本行得自行決定拒絕執行相關電子指示或貴公司未來之任何電子指示，且無須就此給予貴公司任何通知。

13.2 Notwithstanding the forgoing Paragraph 12.1, we are authorized to execute any such Electronic Instruction once instructed irrespective of whether the relevant Original is received or not. If you fail to deliver the relevant Original within the Original Delivery Time, we may, at our sole discretion, refuse to act on the relevant Electronic Instruction or any future Electronic Instructions from you and shall not be obliged to give you any notice to that effect.

12.3 本行有權拒絕與相關電子指示內容有異之任何正本。如任何電子指示與相關正本，或與貴公司或任何第三人持有關於該電子指示之後續確認書之間有任何不一致，應以本行（以任何形式）所記錄之電子指示為準。

13.3 We are entitled to reject any Original which has any discrepancy with the relevant Electronic Instruction. Where there is a discrepancy between any Electronic Instruction and the relevant Original or any copy of subsequent confirmation in respect of such Electronic Instruction in your or any third party's possession, our record (in whatsoever form) in respect of the Electronic Instruction shall prevail.



- 12.4 本行得盡合理努力，自貴公司開戶文件所列驗證人名單中選擇任何驗證人，以電話回撥（下稱「回撥程序」）該名驗證人以驗證電子指示並錄音存證。貴公司茲授權開戶文件中所提供之驗證人進行本行之回撥程序。
- 13.4 We may use reasonable efforts to verify an Electronic Instruction by means of a telephone call back (“**Call Back Procedure**”), which will be recorded, to any verifier, as chosen by us from the list of verifiers provided in your Account Opening Documentation. You hereby authorize the verifiers provided in your Account Opening Documentation to conduct such Call Back Procedure with us.
- 12.5 於適用台灣法律之地區，本第 12 條應與條件第 3.2 條合併閱讀。
- 13.5 Where Taiwanese law governs, this Paragraph 12 shall be read in conjunction with Clause 3.2 of the Conditions.
13. 於適用台灣法律之地區，有關條件第 14.11 條，本行得在法律許可之最大範圍內，將有關帳戶或產品之任何支票或其他文書或文件於製成微縮膠片或儲存於任何電子或其他媒介後，予以銷毀。
13. Where Taiwanese law governs, with respect to Clause 14.11 of the Conditions, we may, to the greatest extent permitted by law, destroy any cheques or other instruments or documents relating to an Account or Product after they have been microfilmed or stored in any electronic or other medium.
14. 於適用台灣法律之地區，條件第 14.2.3 條不適用。中英文版合約如有歧義時，應以中文版為主。
14. Where Taiwanese law governs, Clause 14.2.3 of the Conditions does not apply. If there is any inconsistency between the Chinese version and English version of the Agreement, the Chinese version shall prevail.



第二章 定義與解釋

PART B – DEFINITIONS AND INTERPRETATION

1. 定義

1. DEFINITIONS

「拒絕往來」：指金融業者拒絕與信用紀錄不良之支存帳戶為交易往來。

"Account Rejection" shall mean refusal by a financial institution to handle transactions through your Checking Account which has a bad record.

「退票」：指金融業者對票據拒絕付款，經填具退票理由單，連同票據一併退還。

"Dishonoured Negotiable Instrument" shall mean a negotiable instrument on which a financial institution has refused to make payment and returned together with a completed dishonoured slip.

「中國大陸」：指中華人民共和國（不含香港、澳門及台灣）。

"Mainland China" means the People's Republic of China (excluding Hong Kong, Macau and Taiwan).

「重提付訖」：指退票後重新提示，於支存帳戶或其他應付款帳戶內付訖。

"Re-Presentation and Payment" shall mean re-presentation of a Dishonoured Negotiable Instrument and payment thereon from the Checking Account or "other payables" account.

「註記」：指由台灣票據交換所就退票、清償贖回及其他有關票據信用之事實予以記錄，備供查詢之謂。

"Record" shall mean a recording by the Taiwan Clearing House in respect of any dishonour, Redemption and other fact relevant to your creditability on negotiable instruments, the record of which is available for inquiry.

「清償贖回」：指對於因下列理由所造成之退票，以支付到期票款之方法予以贖回。

- (一) 存款不足；
- (二) 票據上之印章或簽名與相關金融業者留存之印鑑章或簽名不符；
- (三) 未經該金融業者同意，即指定其為本票之擔當付款人；或
- (四) 貴公司於所簽發之本票提示期限屆滿前撤銷付款委託。

"Redemption" shall mean redemption by payment of the amount due by you of a Dishonoured Negotiable Instrument as a result of:

- (a) insufficient funds in the account;
- (b) the chops or signatures appearing on the negotiable instrument not matching the specimen chops or signatures recorded with the relevant financial institution;
- (c) a financial institution being designated as a paying agent for the promissory note without the agreement of such financial institution; or
- (d) your withdrawal of payment instructions to the financial institution prior to expiry of the period for presentation of the promissory notes issued by you.

「提存備付」：指貴公司將所退票之票據面額存入辦理退票之金融業者，申請列為「其他應付款」備付之謂。

"Reserve for Payment" shall mean deposit by you of the face amount of a Dishonoured Negotiable Instrument with the financial institution handling the Dishonoured Negotiable Instruments together with a request to hold the same as "other payables".

「人民幣」：指中國大陸法定貨幣。

"RMB" means the lawful currency of Mainland China.

「人民幣帳戶」：指人民幣計價帳戶。



BNP PARIBAS

"**RMB Account**" means an Account denominated in RMB.

「**人民幣產品**」：指與人民幣有關之產品（包括但不限於人民幣存款、提款、匯兌及匯款服務）。

"**RMB Product**" means a Product in respect of RMB (including, but not limited to, RMB deposit, withdrawal, exchange and remittance services).

「**人民幣貿易結算帳戶**」：與第 4 條 (人民幣貿易結算條款) 賦予之意義相同。

"**RMB Trade Settlement Account**" has the meaning given to it in Paragraph 4 (*RMB Trade Settlement Terms*).

2. 解釋

本國家附件中，指明條件之條文係指該條件內之條文，指明本國家附件之條文係指本國家附件內之條文。

2. INTERPRETATION

In this Country Schedule, a reference to a Clause is a clause of the Conditions and a Paragraph is a paragraph of this Country Schedule.



各項服務收費一覽表			
CASH MANAGEMENT SERVICES – PRICING SCHEDULE			
Country – Taiwan Effective from 21Jan2011			
法國巴黎銀行在台分行 各項服務收費一覽表 自民國 100 年 1 月 21 日起生效			
Type of Transaction (項目)	Unit Fee (每單位收費)	Standard Pricing (收費標準)	Effective from 21Jan2011 (自 100 年 1 月 21 日起生效)
		OBU (Denominated in TWD) 國際金融業務分行 (新台幣計價)	OBU (Denominated in USD) 國際金融業務分行 (美元計價)
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)	Monthly (每月)	NTD600 (新台幣六百元)	USD20 (20 美元)
II. DOMESTIC Payments (國內匯款)			
i. Cheque Clearing (交換票據)			
Cheque return (退票)	Per cheque (每張)	NTD225 (新台幣 225 元)	
Returned Cheque by other bank (他行退票)	Per cheque (每張)	NTD225 (新台幣 225 元)	
Cheque stop payment (支票掛失止付)	Per cheque (每張)	NTD1,000 (新台幣 1,000 元)	
Cheque book (支票本)	Per book (每本)	NTD200 (新台幣 200 元)	
Cheque printing (專戶支票印製)	Per cheque (每張)	NTD10+廠商開版費 (新台幣 10 元 + 廠商開版費)	



		費)	
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)			
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)	Per instruction (每筆)	NTD20 (新台幣 20 元)	
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 新台幣 500 元+電報費)	O/R commission USD16.50+Cable charge (匯出匯款手續費 16.50 美元+電報費)
Amendment (修改匯款)	Per instruction (每筆)	NTD800 (新台幣 800 元)	USD26.50 (26.50 美元)
Stop Payment (止付匯款)	Per instruction (每筆)	NTD1,000 (新台幣 1,000 元)	USD33.50 (33.50 美元)
ii. Inward Remittance (匯入匯款)			
Non-commitment customer (無額度往來的客戶)	Per instruction (每筆)	NTD600 (新台幣 600 元)	USD20.00 (20.00 美元)
Line customer (有額度往來的客戶)	Per instruction (每筆)	NTD350 (新台幣 350 元)	USD11.50 (11.50 美元)
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 新台幣 600 元+電報費)	I/R commission USD20.00+cable charge (匯入匯款手續費 20.00 美元+電報費)



iii. Cable Charges (電報費)			
Cable Charges (電報費)	Per cable (每筆)	NTD800 (新台幣 800 元)	USD26.50 (26.50 美元)
iv. Clean Bill Collection (光票託收)			
Clean Bill Collection (光票託收)	Per instruction (每筆)	Commission NTD400+postage (手續費新台幣 400 元+郵 資費)	Commission USD13.50+postage (手續費 13.50 美元+郵資費)
v. Demand Draft (票匯)			
Demand Draft (票匯)	Per instruction (每筆)	NTD500 (新台幣 500 元)	USD16.50 (16.50 美元)
vi. Postage (by country) 郵資費(按照國家區分)			
Asia (亞洲)	Per mail (每封)	NTD150 (新台幣 150 元)	USD4.50 (4.50 美元)
USA & Europe (美洲及歐洲)	Per mail (每封)	NTD250 (新台幣 250 元)	USD8.50 (8.50 美元)
Other areas (其他地區)	Per mail (每封)	NTD400 (新台幣 400 元)	USD13.50 (13.50 美元)
IV. Other Services (其他服務)			
A/C Balance Certification (存款餘額證明)	Per copy (每份)	NTD500 (新台幣 500 元)	USD16.50 (16.50 美元)
Copy Statement (對帳單影印)	Per copy (每份)	NTD300 (新台幣 300 元)	USD10.- (10 美元)
V. E-banking (網際網路電子銀行)			
Connexis Cash – Monthly service (網際網路電子銀行帳戶管理費)	Per territory (每 個帳戶)	NTD1,500 (新台幣 1,500 元)	USD50.- (50 美元)
DigiPass (加密器)	Per Piece (每個)	1st Free, Extra NTD2,000 (第一個免費·追加每個新 台幣 2,000 元)	USD67.- (67 美元)



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 (新台幣 1,500 元)	USD50.- (50 美元)
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