

法商東方匯理銀行台北分行開立存款戶申請書及約定書修訂公告

親愛的客戶您好：

本行擬修改開立存款戶申請書及約定書，修訂及增訂內容如後，變更之內容將於 2017 年 6 月 15 日起生效。如您有任何疑問，請洽詢您的客戶關係經理。

法商東方匯理銀行台北分行開立存款戶申請書及約定書(2017 年)修訂前後比較表：

| 原條款 | 修改後條款 |
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| 致：法商東方匯理銀行台北分行／境外金融中心（“本行”） To: CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK, Taipei Branch/Offshore Banking Unit (“the Bank”) | 致：法商東方匯理銀行台北分行／國際金融業務分行（“本行”） To: CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK, Taipei Branch/Offshore Banking Unit (“the Bank”) |
| 三、存戶存入現金本行無法即刻清點時，須俟本行清點後，始能入帳，若有短缺或不符時存戶應改正或補足之。 3. Cash deposits which cannot be verified immediately are subject to subsequent cash count. In the event that the amount indicated on the deposit ticket differs from that of the Bank’s cash count, the depositor shall provide additional cash to make up the difference. | 三、存戶存入現金或票據本行無法即刻清點時，須俟本行清點後，始能入帳及提領，若有短缺或不符時存戶應改正或補足之。 3. Cash or negotiable instruments deposits which cannot be verified immediately are not available for withdrawal until the Bank verifies and credits the same to the account. In the event that the amount indicated on the deposit slips is short or differs from that of the Bank’s cash count, the depositor shall provide additional cash to make up the difference or make the correction immediately. |
| 四、各種存入之票據，須俟本行收存入帳後始能提領，倘發生退票及紛爭，所有之退票款項本行得逕自帳戶內扣除，或要求存戶補足同額款項。 4. The deposits of other negotiable instruments shall not be available for withdrawal until the sums represented thereby have been collected by the Bank. If the bill or other instrument is dishonored or is disputed, an equal amount will be deducted from the depositor’s account or the depositor will be asked to deposit the same amount. | 併入第三條，故刪除之。 Deleted because of being merged with Article 3. |
| 六、存戶存入他行票據時，該票據係代收性質，須俟本行收妥後方可起息或支用。此項代收因其他代收行故意過失或於傳遞途中疏忽所致之不當行為或遺失，本行概不負責。 6. The deposit of checks drawn on other banks are accepted for collection subject to final payment. The Bank will not be responsible for any intentional or negligent act of its correspondent, agent or sub-agent or for losses occurring in the course of transmission. | 五、存戶委託本行收取經存戶背書及本行核可之匯票、支票、本票等票據或其他銀行匯入之款項時，須俟本行收妥後方可起息或支用。倘因任何理由而致本行未獲付款或發生退票或紛爭時，所有撥付存戶之款項，本行得逕自帳戶內扣除，或要求存戶補足同額款項。本行並無義務採取任何措施以保全存戶於票據上之權利及利益。此項代收因其他代收行故意過失或於傳遞途中疏忽所致之不當行為造成損失或遺失，本行概不負責。 5. Where the depositor appoints the Bank to collect deposited bills of exchange, checks, promissory notes, and other negotiable instruments, endorsed by the |

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| | <p>depositor and approved by the Bank, or any other remittance made by other correspondent bank for the depositor, the Bank will not credit the money to the depositor until the money is received. In case the payment is not received by the Bank for any reason or the bill or other instrument is dishonored or is disputed, an equal amount will be deducted from the depositor's account or the depositor will be asked to deposit the same amount. The Bank will not be responsible for damages caused by any intentional or negligent act of its correspondent, agent or sub-agent or for losses occurring in the course of transmission.</p> |
| <p>十二、本行得於變更生效日前 60 天，將費用變更公告於本行營業處所或本行網站，以變更本行之各項費用。</p> <p>12. The Bank may amend the banking charges by declaring such amendment in the Bank's places of business or the Bank's website, sixty (60) days prior to the effective date of such amendment.</p> | <p>十一、存戶知悉本行所提供之各項服務費用收費標準如本行營業處所或網站所公告之收費標準所示，約定本行就提供予存戶之服務所收取之標準服務費及/或手續費(包括但不限於帳戶管理費)。存戶同意該書面文件(含其修訂)構成本約定書之一部分。上開相關費用如有變更或修改，本行得於變更生效日前 60 天，將費用變更公告於本行營業處所或本行網站，以變更本行之各項費用。但有利於存戶之變更不在此限。縱有上開約定，存戶仍得就個別交易之服務費及/或手續費，與本行個別議定之。如有個別議定之情形，則以個別議定之內容構成本約定書之一部分。</p> <p>11. The depositor acknowledges the Bank's fee schedule is as the one publicly announced at the Bank's places of business or on its website, which specified the standard service charges or fees (including but not limited to account maintenance fees). The depositor agrees that the table(s) (including the amendments and supplements thereof from time to time) constitute part of this Agreement. The Bank may amend the banking charges by declaring such amendment in the Bank's places of business or the Bank's website, sixty (60) days prior to the effective date of such amendment. However, the foregoing sixty (60) days shall not apply if the amendment is beneficial to the depositor. Notwithstanding the above, the depositor may negotiate the service charges and fees with the Bank on a case-by-case basis. If there is negotiated fee, the negotiated part will constitute part of this Agreement.</p> |
| <p>十四、支票或取款憑條上之簽章因偽造、變造、塗改，而非一般肉眼所能辨認而發生之損失，本行不負賠償責任。</p> <p>14. The Bank will not be responsible for any loss resulting from forgery, counterfeit, or alteration on checks and withdrawal slips which cannot be</p> | <p>十三、支票或取款憑條上之簽章因偽造、變造、塗改，而非一般肉眼所能辨認而發生之損失，若本行已盡善良管理人之注意義務仍不能辨認時，本行不負賠償責任。</p> <p>13. The Bank will not be responsible for any loss resulting from forgery,</p> |

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| <p>ascertained with the naked eye.</p> | <p>counterfeit, or alteration on checks and withdrawal slips which cannot be ascertained with the naked eye, if the Bank has verified the signatures or seals with the care of a diligent person.</p> |
| <p>廿、取款圖章如有遺失，毀滅或被竊時，應立即依照規定辦理掛失手續，在本行收到書面申請掛失完成辦理前如被他人冒領，本行不負任何賠償責任。</p> <p>20. In case where registered chop(s) for withdrawals is lost, the depositor must register the lost chop with the Bank immediately. The Bank will not be liable for any unauthorized withdrawal made before the Bank receives such loss registration in writing.</p> | <p>十九、存戶原留於印鑑卡上之印鑑如有遺失，毀滅或被竊時，應立即依照規定辦理掛失手續，在本行收到書面申請掛失完成辦理前如被他人冒領，本行不負任何賠償責任。</p> <p>In case where registered chop(s) specified in the signature card is lost, the depositor must register the lost chop with the Bank immediately. The Bank will not be liable for any unauthorized withdrawal made before the Bank receives such loss registration in writing.</p> |
| <p>廿一、新臺幣存款（含活期及定期存款）利息以三百六十五天為準，按實際日數計算。</p> <p>21. The amount of interest for NT Dollar deposits, including demand and time deposits, shall be calculated on the basis of a year of 365 days for the number of days actually elapsed.</p> | <p>廿、新臺幣存款（含活期及定期存款）利息以三百六十五天為準，按實際日數計算。外幣存款則依各幣別之國際慣例以三百六十五天或三百六十天計算。</p> <p>20. The amount of interest for NT Dollar deposits, including demand and time deposits, shall be calculated on the basis of a year of 365 days for the number of days actually elapsed. The amount of interest for foreign currency deposit shall be calculated on the basis of either 365 or 360 days depending on international practice for such currency.</p> |
| <p>廿四、本項存款限由法商東方匯理銀行償付並適用中華民國法令（包括行政法規及命令等）之規定，倘法商東方匯理銀行因匯兌或移轉之限制、徵收、非自願性之移轉、戰爭、內亂或其他不可歸責於法商東方匯理銀行之事由致未能履約時，不負任何違約責任，其他分行、子公司或關係事業亦無須負擔任何責任。</p> <p>24. This obligation is payable solely at the Branch of CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK, and is subject to the laws of the Republic of China (including any governmental acts, orders, decrees, and regulations). The Branch of CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK shall not be liable for unavailability of the funds credited to this account due to restrictions on convertibility or transferability, requisitions, involuntary transfers, acts of war or civil strike, or other similar causes beyond its control, in which circumstances no other branch, subsidiary, or affiliate of CREDIT AGRICOLE CORPORATE AND</p> | <p>廿三、本項存款限由本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法令（包括行政法規及命令等）之規定，倘本行之該等分行因匯兌或移轉之限制、徵收、非自願性之移轉、戰爭、內亂或其他不可歸責於本行該等分行之事由致未能履約時，本行該等分行不負任何違約責任，且此時法商東方匯理銀行其他分行、子公司或關係事業亦無須負擔任何責任。</p> <p>23. This obligations of the Bank hereunder are payable solely at the Branch of the Bank in the Republic of China which confirmed the relevant transaction, and are subject to the laws of the 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 this account due to restrictions on convertibility or transferability, requisitions, involuntary transfers, acts of war or civil strike, or other similar causes beyond its control, in which circumstances no other branch, subsidiary, or</p> |

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| <p>INVESTMENT BANK shall be responsible therefore.</p> | <p>affiliate of CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK shall be responsible therefore.</p> |
| <p>廿六、本行與存戶均得隨時終止本行存款約定書，存戶應將未用支票退還本行，本行則應依規定將存款餘額退還存戶。</p> <p>26. Both the depositor and the Bank reserve the right to close the account at any time. In such case, the depositor should at once return all unused blank checks to the Bank. The Bank will pay to the depositor the amount of the credit balance in the accounts(s) according to the Bank's procedure.</p> | <p>廿五、本行與存戶均得隨時停止存戶往來及終止本行存款約定書，並於終止之通知到達時發生效力。本約定書中止後，存戶應將未用支票退還本行，本行則應依規定將存款餘額退還存戶。</p> <p>25. Both the depositor and the Bank reserve the right to close the account and terminate this Agreement at any time. In such case, the depositor should at once return all unused blank checks to the Bank. The Bank will pay to the depositor the amount of the credit balance in the accounts(s) according to the Bank's procedure.</p> |
| <p>廿八、委外業務</p> <p>存戶茲同意 本行得不時於金融監督管理委員會就有關委外業務隨時頒布之規範許可範圍內，將本約定書所述之往來交易與服務處理事項（包括但不限於行銷、行政、電信、電腦作業、資料存取、資料處理、輸入、輸出、後勤作業、文件掃描作業、表單列印、裝封分類作業、交付郵寄、轉匯、存款、付款、交換、徵信及催收等事項），委由本行總部、本行總部之其他任何分行或關係企業或第三人代為處理，並同意 本行及各委外服務供應商得於其各自處理必要或適宜之範圍內存取、蒐集、處理及使用存戶個人資料。</p> <p>28. Outsourcing</p> <p>The depositor hereby consents that the Bank may from time to time outsource the handling of the transactions and services hereunder (including 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 head office, any other branches or affiliates of the head office of the Bank or a third party to the extent permitted by the Financial Supervisory Commission outsourcing related regulations as in effect from time to time and that each of the Bank and such outsourcing services providers may access, collect, process and use the personal data of the depositor to the extent necessary or</p> | <p>廿七、委外業務</p> <p>存戶茲同意 本行得不時於金融監督管理委員會就有關委外業務隨時頒布之規範許可範圍內，將本約定書所述之往來交易與服務處理事項，委由 本行總部、本行總部之其他任何分行或關係企業或第三人代為處理，並同意 本行及各委外服務供應商得於其各自處理必要或適宜之範圍內存取、蒐集、處理及使用存戶資料(含個人資料)。</p> <p>27. Outsourcing</p> <p>depositor hereby consents that the Bank may from time to time outsource the handling of the transactions and services hereunder to the head office, any other branches or affiliates of the head office of the Bank or a third party to the extent permitted by the Financial Supervisory Commission outsourcing related regulations as in effect from time to time and that each of the Bank and such outsourcing services providers may access, collect, process and use the data of the depositor to the extent necessary or appropriate to carry out its respective functions(including personal data).</p> |

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| <p>廿九、個人資料</p> <p>存戶同意本行及財團法人金融聯合徵信中心(下稱“聯徵中心”)、財團法人中小企業信用保證基金、票據交換所、聯合信用卡處理中心、財金資訊股份有限公司、或受讓、參貸(或擬受讓、參貸)本行債權、債務之人,或受本行委託代為處理事務之人或其他國內外金融事務處理相關機構,如合於各上開機構等之營業登記項目或章程所定業務需要特定目的時,本行及上開機構等得蒐集、處理、傳輸及利用存戶之個人資料。</p> <p>存戶同意有關存戶提供予或擬提供予 本行之任何第三人(包括但不限於存戶之受僱人、職員、董事、監察人及董事長)個人資料(下稱「第三人資料」), (i)存戶應負責確保各相關第三人均已同意將該第三人資料提供給 本行,並同意由 本行及經合法許可得受 本行移轉該第三人資料之他人(「受移轉人」)蒐集、處理、使用、傳輸及揭露該第三人資料; (ii) 存戶應按 本行不時提供之格式書面通知各該第三人,且法律如規定須取得同意者,應取得該第三人簽名同意並將簽名文件送回 本行,或以 本行同意之其他方式,以示其同意 本行及各受移轉人蒐集、處理、使用及移轉該等第三人資料; 及(iii) 對於因存戶揭露及/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,以致有任何相關第三人對 本行或任何受移轉人提出之任何請求,存戶應負全部法律責任,絕無異議。</p> <p>29. Personal Data</p> <p>The depositor agrees that the Bank, Joint Credit Information Center (“JCIC”), Small and Medium Business Credit Guarantee Fund, Clearing House, National Credit Card Center, Financial Information Service Co., Ltd., or the assignee or participant (or intended assignee or participant) of the Bank's claims or obligations or persons providing outsourcing services for the Bank or other relevant domestic or foreign organization handling financial matters, within the scope of business, registered or provided in articles of incorporation of such person/organizations, may collect, process with computer, transmit internationally and utilize the personal data of the depositor.</p> <p>The depositor also agrees that, with respect to any personal data regarding any third parties (including, but not limited to, employees, officers, directors,</p> | <p>廿八、資料之揭露與使用</p> <p>存戶同意本行得為營運、管理及處理存戶與本行之往來交易及向存戶提供服務及推介各項業務、合於各該機構等之營業登記項目或章程所定業務需要特定目的、本行「個人資料保護之告知及同意書」允許之目的、轉讓資產或進行併購、風險管理、遵循防制洗錢及打擊資助恐怖主義、美國 FATCA 法案或其他國際稅務資訊交換協定,以及其他適用之國內外相關法令,自行或委託第三人蒐集、處理及利用存戶開戶、帳戶往來、票據信用以及其他相關資料(含個人資料,下稱「存戶帳戶資料」),或傳輸/國際傳輸存戶帳戶資料予本行之總行、其他分行、關係企業、總行所屬之 Credit Agricole S.A.集團控股公司、與本行有業務往來之機構、金融同業、財團法人金融聯合徵信中心(下稱“聯徵中心”)及其會員、財團法人中小企業信用保證基金、票據交換所、聯合信用卡處理中心、財金資訊股份有限公司、中央款保險股份有限公司、或受讓、參貸(或擬受讓、參貸)本行債權、債務之人,受本行委託代為處理事務之人或其他國內外金融事務處理相關機構,或國內外政府機關,本行及上開機構或機關等得蒐集、處理、傳輸/國際傳輸及利用存戶帳戶資料,本行並得自該等機構或機關收受其所蒐集之存款人帳戶資料。</p> <p>存戶同意有關存戶提供予或擬提供予 本行之任何第三人(包括但不限於存戶之受僱人、職員、董事、監察人及董事長)個人資料(下稱「第三人資料」), (i)存戶應負責確保各相關第三人均已同意將該第三人資料提供給本行,並同意由本行及經合法許可得受本行移轉該第三人資料之他人(「受移轉人」)蒐集、處理、使用、傳輸及揭露該第三人資料; (ii) 存戶應按本行不時提供之格式書面通知各該第三人,且法律如規定須取得同意者,應取得該第三人簽名同意並將簽名文件送回 本行或以本行同意之其他方式,以示其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; 及(iii) 對於因存戶揭露及/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,以致有任何相關第三人對 本行或任何受移轉人提出之任何請求,存戶應負全部法律責任,絕無異議。</p> <p>28. Use and Disclosure of Data</p> <p>The depositor agrees that for the purposes of operation, management and handling the depositor's transactions with the Bank, providing services and promoting relevant business with the depositor, within the scope of business, registered or provided in articles of incorporation of such person/organizations, the purposes specified in the Bank's “Personal</p> |

supervisors and the chairman of the depositor) (“Third Party Data”) provided or to be provided by the depositor to the Bank, (i) the depositor shall be responsible to ensure that each relevant third party has consented to provision of such Third Party Data to the Bank and to the collection, processing, use, transmission and disclosure of such Third Party Data by the Bank and by others to which the Bank is legally permitted to transfer such Third Party Data (“Transferees”); (ii) the depositor shall deliver to each such third party written notice in the form the Bank provides to the depositor from time to time and, where such consents required by law, obtain the consent of such third party to the Bank’s and each Transferee’s collection, processing, use and transfer thereof by signing thereon and returning such document to the Bank, or in such other manner as agreed by the Bank; and (iii) the depositor shall be solely responsible, without protest, for any claim made by any relevant third party against the Bank or any Transferees arising out of the depositor’s disclosure and/or the Bank’s or any Transferee’s collection, processing, use, transmission and disclosure of Third Party Data.

Information Protection Notification and Consent”, assets transfer or merger and acquisition, risk management, compliance with anti-money laundering and combating terrorism financing related regulations, compliance with FATCA or other automatic exchange of tax information rules and regulations, and other applicable laws and regulations, the Bank may, by itself or outsource to a third party, collect, process, and use the account opening information, account transaction information, check credit information and other relevant information of the depositor (including personal information, together the “Depositor Account Information”) or transmit/internationally transmit the Depositor’s Account Information to the Bank’s Head Office, other branch offices, affiliates, Credit Agricole S.A. (to which the Bank’s head office belongs), any correspondent financial institutions, Joint Credit Information Center (“JCIC”) and its membership institutions, Small and Medium Business Credit Guarantee Fund, Taiwan Clearing House, National Credit Card Center, Financial Information Service Co., Ltd., the Central Deposit Insurance Corporation or the assignee or participant (or intended assignee or participant) of the Bank’s claims or obligations or persons providing outsourcing services for the Bank or other relevant domestic or foreign organization handling financial matters, or domestic and international regulatory authorities, such institutions or authorities may collect, process, transmit or internationally transmit and utilize the Depositor Account Information. The depositor further consents that the Bank may receive the Depositor’s Account Information from the foregoing institutions and authorities.

The depositor also agrees that, with respect to any personal data regarding any third parties (including, but not limited to, employees, officers, directors, supervisors and the chairman of the depositor) (“Third Party Data”) provided or to be provided by the depositor to the Bank, (i) the depositor shall be responsible to ensure that each relevant third party has consented to provision of such Third Party Data to the Bank and to the collection, processing, use, transmission and disclosure of such Third Party Data by the Bank and by others to which the Bank is legally permitted to transfer such Third Party Data (“Transferees”); (ii) the depositor shall deliver to each such third party written notice in the form the Bank provides to the depositor from time to time and, where such consents required by law, obtain the consent of such third party to the Bank’s and each Transferee’s collection, processing, use and transfer thereof by signing thereon and returning such document to the Bank, or in such other manner as agreed by the Bank; and (iii) the depositor shall be solely

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| | <p>responsible, without protest, for any claim made by any relevant third party against the Bank or any Transferees arising out of the depositor's disclosure and/or the Bank's or any Transferee's collection, processing, use, transmission and disclosure of Third Party Data.</p> |
| <p>新增</p> | <p>廿九、防制洗錢及打擊資助恐怖主義</p> <p>為防制洗錢及打擊資助恐怖主義之目的，於下列情形時，本行得拒絕業務往來或逕行關戶：</p> <p>(a) 倘存戶為受經濟制裁、外國政府或國際洗錢防制組織認定或追查之恐怖份子或團體者，或</p> <p>(b) 存戶於本約定書下之任何帳戶或交易服務涉及違法、不正當、異常或其他類似之交易或行為者（包括但不限於洗錢、詐欺，或將帳戶、存摺等借予他人使用等）。</p> <p>倘存戶不配合本行依法令或執行業務上所進行之相關措施，包括但不限於不配合本行定期審視，拒絕提供實際受益人或對客戶行使控制權之人等資訊、或對交易之性質與目的或資金來源不願配合說明等，本行得暫時停止交易，或暫時停止或終止業務關係。</p> <p>29. Anti-Money Laundering and Combating Terrorism Financing</p> <p>For the purpose of anti-money laundering and combating terrorism financing, in the event of any following circumstances, the Bank may terminate the business relationship or close the bank account directly:</p> <p>(a) In the event that the depositor is a terrorist or a terrorist group that has been imposed by economic sanction, or has been deemed or tracked down by foreign government or international anti-money laundering organization as terrorist or terrorist group; or</p> <p>(b) In the event that any account or transactional service of the depositor under this Agreement involves illegal, improper, abnormal transaction, or other similar transactions or actions (including but not limited to money laundering, fraud, or providing the bank account or deposit book for the others' use).</p> <p>If the depositor does not cooperate with the Bank's relevant actions that are taken in accordance with the relevant laws and regulations or for the Bank's business operation, including but not limited to cooperating with the Bank's periodic review, refuse to provide information related to actual beneficiary or persons having controlling power over it, or disagreeing to explain the nature and purpose of the transaction and financing source, the Bank may temporarily suspend any transaction, or temporarily suspend or terminate the</p> |

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| | business relationship with the depositor. |
| 新增 | <p>卅、轉讓</p> <p>存戶不得轉讓或移轉其於本約定書之權利或義務。存戶同意銀行得於書面通知存戶後，依本約定書得向存戶求償的全部或一部權利或就存戶之債務的全部或一部轉讓予任何人，且受讓人受讓後，即應享有所有權利益。縱有相反之約定及為免疑義，存戶同意若本行與本行所屬之集團內關係企業合併或營業讓與，本約定書下之本行將解釋為因該合併或營業讓與後之存續機構，而該合併或營業讓與得不被解釋為本條所稱之轉讓或移轉。本合約對於各該當事人及其繼受機構將繼續有拘束力且持續有效。「關係企業」指 CA s.a.集團所屬之信貸機構，亦即 Credit Agricole S.A.，及其所轄之直接或間接子公司，其依法領有信貸機構或銀行執照者。</p> <p>30. Transfer or Assignment</p> <p>The depositor may not assign or transfer any of its rights or obligations under this Agreement. The depositor consents that the Bank may, upon a written notice to the depositor, assign all or part of its claim against the depositor or all or part of the its obligations owed to the depositor under this Agreement to any persons who shall thereupon, to the extent of such assignment, become vested with all the rights and benefits of the Bank. Notwithstanding anything to the contrary and for the avoidance of doubt, if the Bank consolidates or amalgamates with, or merges with or into, any of the Bank's Affiliates, any reference in this Agreement to the Bank shall be construed as a reference to the successor entity resulting from such consolidation, amalgamation or merger and such consolidation, amalgamation or merger shall not be construed as resulting in an assignment or transfer for the purpose of this paragraph. This Agreement shall be binding upon and inure solely to the benefit of each party and its successors and permitted assigns. "Affiliate" refers to all credit institutions of the CA s.a. Group, i.e., Credit Agricole S.A., and any direct or indirect subsidiary of Credit Agricole S.A. that are licensed as credit institution or a bank.</p> |
| 新增 | <p>卅一、歐盟區銀行紓困機制</p> <p>縱本約定書有其他約定，依紓困法規：</p> <p>(a) 存戶了解並同意：</p> <p>(i) 本行之義務將受限於相關監理機關依紓困法規行使其被授予之債務減計及轉換權力；且</p> |

- (ii) 因該權力之行使，本合約之條款可能必須為相應之修改；且
- (b) 存戶同意受下述條款之拘束：
 - (i) 該權力之行使效果包括就本行之債務為縮減或取消，或將該等債務之全部或部分轉換為本行所發行之股票或表彰所有權之其他憑證；及
 - (ii) 配合該權力之行使而就本合約之條款所作之必要之變更。
- (c) 定義
 - (i) 「紓困法規」指法國貨幣及金融法 Article L. 613-55-13，係根據歐盟 Article 55 of Directive 2014/59/EU 所制定之法國法令。
 - (ii) 「監理機關」係指依規定有權行使債務減計及轉換權力權限之主管機關。
 - (iii) 「債務減計及轉換權力」根據紓困法規所記載之權力及其內容。

31. Contractual Recognition of Bail-In

Notwithstanding anything agreed to the contrary, in accordance with the Bail-in Legislation:

- (a) the depositor acknowledges and agrees that:
 - (i) the Bank's liability hereunder may be subject to the exercise of the Write-down and Conversion Powers of the relevant Resolution Authority in accordance with the Bail-in Legislation; and
 - (ii) the terms and conditions of this Agreement may be varied to give effect to the exercise of such powers; and
- (b) the depositor accepts to be bound by:
 - (i) the effect of an application of such powers including any reduction or cancellation of the Bank's liability hereunder or conversion of all, or part of, such liability into ordinary shares or other in instruments of ownership the Bank could issue; and
 - (ii) any variation to the terms and conditions required to give effect to the exercise of such powers.
- (b) Definitions
 - (i) "Bail-in Legislation" means Article L. 613-55-13 of the French Monetary and Financial Code, which transposes Article 55 of the 2014/59/EU Directive into French law.
 - (ii) "Resolution Authority" means anybody which has authority to exercise any Write-down and Conversion Powers.

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| | <p>(iii) “Write-down and Conversion Powers” means in relation to the Bail-in Legislation, the powers described as such therein.</p> |
| <p>卅、 本行得依中華民國法律、行政命令或本地銀行慣例隨時修改本約定事項。</p> <p>30. The Bank may revise this Agreement from time to time in compliance with the laws and regulations of the Republic of China and the local banking practice.</p> | <p>卅二、除本約定書另有約定外，本約定書條款如有增刪修改時，如有本約定書第十二條之規定者，應於變更前六十日，如為其他條款者，應於變更前三十日，於本行營業大廳或於本行網站上公告，前揭公告應已顯著明確文字載明新舊條款內容，並告知存戶未於變更生效前表示異議並至本行辦理終止本約定書，視同存戶同意該增刪修改之約定書條款。</p> <p>32. Unless otherwise provided for in this Agreement, if this Agreement needs any addition, deletion or alteration, where such amendments are related to Article 12 of this Agreement, the same shall be notified by the Bank 60 days before the amendments, or otherwise 30 days before the amendments, by public announcement at its business offices or on its website. Such announcement shall clearly specify the amended items, the original and amended provisions, and advise the depositor that if the depositor does not object to the amendments and terminate this Agreement before the amendments have become effective, the depositor will be deemed to have accepted such addition, deletion or alteration.</p> |
| <p>新增</p> | <p>卅三、準據法/合約文字 本約定書應以中華民國法律為準據法。本約定書之中文與英文如有文義兩歧，應以中文為準。</p> <p>33. Governing Law/Language This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Republic of China. If any discrepancies exist between the above English translation and the original Chinese text of this agreement as printed above, final interpretation is subject to the terms and conditions as stated in the Chinese text.</p> |