

## 企業金融開戶總約定書修訂公告

### Amendment to General Terms and Conditions Governing Account

親愛的客戶，您好：

本行擬修改現行使用之企業金融「開戶總約定書」，主要修改部分為開戶總約定書之「標準條款」增訂第13.1條、增訂附錄一「電話銀行服務約定書」、附錄二「傳真指示交易重要注意事項及聲明」及附錄三「人民幣業務往來補充約定條款及相關風險告知事項」。本次修改後之開戶總約定書及增訂附錄內容於本次變更生效日後將取代之前不同版本的有關約定書。

詳細修訂及增訂內容請參考以下修正對照表，變更後之條款將於2019年07月01日起生效。若您不同意本次變更，得於生效日前隨時以書面通知本行終止帳戶往來關係及開戶總約定書，並配合本行辦理終止手續；倘您於上述生效日後繼續使用您於本行之任何帳戶者，將視為您已同意並接受本次變更。

本次修訂內容詳如下列修訂比較表，為保障您的權益，請您撥冗閱讀，若您有任何疑問，歡迎您致電星展企業一線通服務專線 0800-808-889（手機用戶或海外請改撥 +886-2-6612-9889）洽詢。

Dear Customer,

We hereby amend the General Terms and Conditions Governing Account, with the main revision areas of Clause 13.1 in "Standard Terms" of "General Terms and Conditions Governing Account", Annex I, "TERMS AND CONDITIONS FOR PHONE BANKING SERVICE", Annex II, "AUTHORIZATION AND INDEMNITY FOR FACSIMILE INSTRUCTIONS", and Annex III, "SUPPLEMENTAL TERMS AND CONDITIONS FOR RENMINBI BUSINESS AND RISK DISCLOSURE STATEMENT". After the effective date of the amendment, the amended terms and annexes will supersede and replace any relevant terms and conditions adopted earlier.

The content of the aforesaid amendment are attached as below table for your reference, which will be effective on July 1<sup>st</sup>, 2019. If you disagree with any changes we made, you may end the "General Terms and Conditions Governing Account" and close your account by giving us a notice in writing before the effective date; if you continue to use any of your accounts after the effective date of the amendment, you are deemed to have agreed with the amendment.

The details of the comparison between the original and revised terms are attached as below table. Please read the amendment carefully to safeguard your right. Shall you have any questions on the

announcement, please feel free to contact DBS BusinessCare at 0800-808-889 (Mobile users or overseas users please dial +886-2-6612-9889) and we shall be happy to help you.

企業金融「開戶總約定書」修訂及增訂內容

Content of the amendment to General Terms and Conditions Governing Account

修訂及 新增條 文	新修訂條文 企業金融開戶總約定書 Ver16.0	現行條文 企業金融開戶總約定書 Ver15.0
標準條 款 第13.1 條 Standard Terms The Clause 13.1	<p>13 制裁措施</p> <p>13.1 遵守制裁措施。 美國、聯合國、歐盟、新加坡金融管理局及貴客戶於其他司法管轄區開立且持有銀行帳戶之該司法管轄區政府機關，會就某些國家、機構及個人實施特定制裁措施及規定。在相關制裁措施下，若可能導致本行違反制裁措施、法令規定或本行關於制裁措施之內部政策者，本行或本行之代理人可能無法處理或進行貴客戶之交易指示。因此，於不影響本合約其他條款的情形下，本行可能：</p> <p>(a) 拒絕或者延遲執行貴客戶的交易指示或進行交易；</p> <p>(b) 立即暫停、凍結或終止貴客戶之帳戶；或</p> <p>(c) 根據本行合理決定之匯率以其他貨幣支付貴客戶。</p> <p>對於貴客戶或任何人因本行行使本條所載之權利可能遭受或因而產生之任何損失、損害、費用、成本、請求或程序(無論屬於直接、間接或衍生性)，本行不負任何責任。</p> <p>13 Sanctions</p> <p>13.1 Keeping to sanctions. Specific sanctions and regulations are imposed and enforced against certain countries, organisations and people by the United States of America, the United Nations, the European Union, Monetary Authority of Singapore and other government and regulatory authorities in the jurisdiction where your account is opened and held. Under these measures, we or our agents may not be able to process or take part in transactions which may result in us not keeping to</p>	<p>(無)</p> <p>(None)</p>

	<p>these sanctions or regulations or our internal policies relating to sanctions. As a result, we may, without affecting any other terms of this agreement:</p> <p>(a) refuse or delay in acting on your instructions or any transaction;</p> <p>(b) suspend, freeze or close your account immediately; or</p> <p>(c) pay you in alternative currencies based on a rate of exchange reasonably decided by us.</p> <p>We will not be liable for any loss, damage, expense, cost, claim or proceeding, whether direct, indirect or consequential, which you or any other person may suffer or face due to us exercising any of our rights in this clause.</p>	
<p>標準條款 第14.3條 Standard Terms Clause 14.3</p>	<p>14.3 持續許可。因貴客戶同意本第 14 條內容而授予之許可，縱於本合約終止、且貴客戶帳戶並已結清後，仍有適用。</p> <p>14.3 Continuing permission. The permission you give by agreeing to this clause 14 will apply even after this agreement ends and your account is closed.</p>	<p>13.3 持續許可。因貴客戶同意本第 13 條內容而授予之許可，縱於本合約終止、且貴客戶帳戶並已結清後，仍有適用。</p> <p>13.3 Continuing permission. The permission you give by agreeing to this clause 13 will apply even after this agreement ends and your account is closed.</p>
<p>國別條款-台灣 第4.1條 Country Terms – Taiwan Clause 4.1</p>	<p>4.1 費用及收費標準表。本行有權就貴客戶之帳戶及本行之產品及服務訂定有關之收費、費用或成本。詳情請參收費標準表（附錄四）。</p> <p>4.1 Fees and fee schedule. We are entitled to set a charge, fee or cost in connection with your account and our products and services. See the fee schedule (Annex IV) for more details.</p>	<p>4.1 費用及收費標準表。本行有權就貴客戶之帳戶及本行之產品及服務訂定有關之收費、費用或成本。詳情請參收費標準表（附錄 1）。</p> <p>4.1 Fees and fee schedule. We are entitled to set a charge, fee or cost in connection with your account and our products and services. See the fee schedule (Appendix 1) for more details.</p>
<p>國別條款-台灣 第5.4條 Country Terms – Taiwan Clause 5.4</p>	<p>5.4 人民幣有關交易之風險。向大陸地區匯出或匯入人民幣款項，現須受大陸地區及台灣法令之限制。貴客戶應閱讀並同意遵守本行之「人民幣業務往來補充約定條款及相關風險告知事項」（如附錄三），以瞭解並接受人民幣業務往來之重要條款及相關風險。</p> <p>5.4 Risk on RMB-related transactions. Payments of RMB to and from Mainland China are currently restricted under the laws and regulations in Mainland China and Taiwan. You must read and</p>	<p>5.4 人民幣有關交易之風險。向大陸地區匯出或匯入人民幣款項，現須受大陸地區及台灣法令之限制。貴客戶應閱讀並同意遵守本行之「人民幣業務往來補充約定條款及相關風險告知事項」（公告於本行官方網站：<a href="http://www.dbs.com.tw">http://www.dbs.com.tw</a>），以瞭解並接受人民幣業務往來之重要條款及相關風險。</p> <p>5.4 Risk on RMB-related transactions. Payments of RMB to and from Mainland China are currently restricted under the laws and regulations</p>

	<p>agree to the supplementary terms and conditions on the RMB deposit account and the risk disclosure statement for RMB-related transactions (as Annex III). This will help you understand the terms and the risks associated with RMB-related transactions.</p>	<p>in Mainland China and Taiwan. You must read and agree to the supplementary terms and conditions on the RMB deposit account and the risk disclosure statement for RMB-related transactions (you can see these on our website at <a href="http://www.dbs.com.tw">http://www.dbs.com.tw</a>). This will help you understand the terms and the risks associated with RMB-related transactions.</p>
<p>國別條款-台灣第5.8條 Country Terms – Taiwan Clause 5.8</p>	<p>5.8 防制洗錢、經濟制裁及打擊資助恐怖主義。於不影響標準條款第9條及第13條之規定下，為執行洗錢防制作業、經濟制裁及打擊資助恐怖主義之目的，貴客戶同意本行得進行以下措施：</p> <p>5.8 Preventing money laundering, economic sanctions and terrorist financing. Without affecting clauses 9 and 13 of the standard terms, for the purpose of preventing money laundry, economic sanctions and terrorist financing, you agree to the following.</p>	<p>5.8 防制洗錢、經濟制裁及打擊資助恐怖主義。於不影響標準條款第9條之規定下，為執行洗錢防制作業、經濟制裁及打擊資助恐怖主義之目的，貴客戶同意本行得進行以下措施：</p> <p>5.8 Preventing money laundering, economic sanctions and terrorist financing. Without affecting clause 9 of the standard terms, for the purpose of preventing money laundry, economic sanctions and terrorist financing, you agree to the following.</p>
<p>國別條款-台灣第7.1條 Country Terms – Taiwan Clause 7.1</p>	<p>7.1 合約之變更。本行得隨時依照標準條款第16條（本標準條款之變更）及任何相關法令，變更合約條款之內容。如本行變更收費標準表、變更或增設最低帳戶餘額要求、存款起息點、帳戶管理費之相關金額或條件，除該等變更係對貴客戶有利者外，本行將於至少60日前（或法令所定之任何其他期間）將修改內容公開置放於營業處所或公告於本行網站以代個別通知，貴客戶同意自修改內容公佈之生效日起受其拘束。若貴客戶不同意本行所為之任何變更，貴客戶得隨時終止合約並結清貴客戶之帳戶。若貴客戶於該等變更後繼續使用貴客戶之任何帳戶者，將視為貴客戶已同意該項變更。</p> <p>7.1 Amending the agreement. In line with clause 16 (Amendment of terms and conditions) of the standard terms and any relevant regulations, we may at any time amend these terms and conditions. If we change the fee schedule, change or add the minimum balance required for accounts, change the minimum balance you can earn interest on or change the conditions for charging account management fees and the amount of those fees, we</p>	<p>7.1 合約之變更。本行得隨時依照標準條款第15條（本標準條款之變更）及任何相關法令，變更合約條款之內容。如本行變更收費標準表、變更或增設最低帳戶餘額要求、存款起息點、帳戶管理費之相關金額或條件，除該等變更係對貴客戶有利者外，本行將於至少60日前（或法令所定之任何其他期間）將修改內容公開置放於營業處所或公告於本行網站以代個別通知，貴客戶同意自修改內容公佈之生效日起受其拘束。若貴客戶不同意本行所為之任何變更，貴客戶得隨時終止合約並結清貴客戶之帳戶。若貴客戶於該等變更後繼續使用貴客戶之任何帳戶者，將視為貴客戶已同意該項變更。</p> <p>7.1 Amending the agreement. In line with clause 15 (Amendment of terms and conditions) of the standard terms and any relevant regulations, we may at any time amend these terms and conditions. If we change the fee schedule, change or add the minimum balance required for accounts, change the minimum balance you can earn interest on or change the conditions for charging account management fees and the amount of those fees, we</p>

	<p>will not tell you separately but will display the changes in our offices or publish them on our official website at least 60 days beforehand (or within any other period set by relevant laws or regulations), unless we make the change in your favor. You agree to be bound by the terms of these changes from the effective date of each amendment announcement. If you disagree with any change we make, you may at any time end the agreement and close your account. If you continue to use any of your accounts after we have made the amendment, you will have agreed to the amendment.</p>	<p>will not tell you separately but will display the changes in our offices or publish them on our official website at least 60 days beforehand (or within any other period set by relevant laws or regulations), unless we make the change in your favor. You agree to be bound by the terms of these changes from the effective date of each amendment announcement. If you disagree with any change we make, you may at any time end the agreement and close your account. If you continue to use any of your accounts after we have made the amendment, you will have agreed to the amendment.</p>
<p>國別條款-台灣第8條 Country Terms – Taiwan Clause 8</p>	<p>8 個人資料 於不影響標準條款第 14 條之規定下，貴客戶同意本行得為下列事項： 8 Personal information Despite what we say in clause 14 of the standard terms, you agree that we are entitled to do the following.</p>	<p>8 個人資料 於不影響標準條款第 13 條之規定下，貴客戶同意本行得為下列事項： 8 Personal information Despite what we say in clause 13 of the standard terms, you agree that we are entitled to do the following.</p>
<p>附錄一 Annex I</p>	<p>電話銀行服務約定書  1. 申請人向星展(台灣)商業銀行股份有限公司(下稱「貴行」)申請「電話銀行服務」者，同意遵守下列各項約定條款。如本約定條款未予規定者，則適用開戶總約定書之其他規定： 8. 服務申請：申請人向貴行申請「電話銀行服務」(下稱「本服務」)，即同時申請「電話語音」及「電話交易」服務，申請人應憑「電話銀行服務」申請書正本及申請人相關公司證明文件及負責人身分證明文件及原留印鑑，向貴行申請。 2. 使用方式及範圍：申請人辦妥申請手續並經貴行同意後，隨即由貴行發給使用本服務所需之初始密碼函，嗣後申請人得以本服務約定之變更密碼方式逕自透過電話語音方式變更該密碼，該密碼同時適用於「電話語音」及「電話交易」。本服務之項目包括語音轉帳服務(限新台幣帳戶自行/跨行當日轉帳及新台幣帳戶自行預約轉帳)、餘額查詢、密碼變更、文件傳真服務(係指對帳單等文件)及其他經貴行同意得辦理之項目等電話銀行系統服務。如為申請人新約定之轉入帳戶，一律於</p>	<p>(無) (None)</p>

申辦日後次一營業日生效。

3. 「電話語音」服務係指，申請人透過電話語音系統登入貴行電話銀行，並由申請人以電話輸入其當時有效之「電話銀行」密碼無誤後，即可透過語音功能進行上開服務項目。

4. 「電話交易」服務係指，申請人透過電話語音系統登入貴行電話銀行，並由申請人以電話輸入其當時有效之「電話銀行」密碼無誤後，且經由貴行客服中心服務專員(有權、但無義務)確認申請人之相關資料無誤後，即可由客服中心服務專員協助執行上開服務項目。若貴行依合理判斷對申請人所提供資料之真實性或正確性有任何懷疑者，貴行有權拒絕提供「電話交易」服務。且貴行有權於其認為必要時，就申請人之電話指示為進一步之確認。

5. 密碼：

(a) 申請人就本服務密碼應負嚴格保密之責任，不得使第三人知悉或使用，如有違反，申請人應自負一切風險及責任，如致貴行受有任何損害或損失，並應負賠償責任。

(b) 貴行有權認定憑正確密碼所為之指示均係由申請人所為。貴行得執行該等指示，而不需對該密碼是否由申請人使用負任何責任，倘因他人詐欺或未經授權而使用密碼所導致申請人之損失，貴行不負任何責任。

(c) 倘申請人知悉密碼有遭他人盜用、冒用之虞，或未經申請人合法授權之情形，申請人應立即通知貴行辦理密碼掛失手續，停止電話銀行服務。但貴行於接獲是項通知前，對第三人使用該服務已發生之效力，除貴行有故意或重大過失外，申請人不得以該密碼之使用非經其使用或授權使用以資對抗貴行。

(d) 為保障申請人之權益，如使用語音密碼連續三次錯誤，電腦即自動停止該帳戶語音服務，申請人須備妥公司相關證明文件、負責人身分證明文件及原留印鑑等相關文件至貴行重新申請密碼重置手續。

6. 申請人以本服務之密碼進行轉帳及其他交易，與申請人持存摺及填具取款憑條加蓋原留印鑑或依其他約定方式進行交易，具有相同效力，



其交易後之存款餘額均以貴行電腦之記錄為準。

7. 除申請人另有指示外，申請人確認其法定代理人已經申請人合法授權，得代表申請人進行本服務項下之各項交易，倘若申請人有任何疑義，應以書面立即告知貴行。

8. 申請人使用本服務辦理語音轉帳或其他交易，經由電話所輸入之帳號、金額及各項資料，並經申請人於語音作業中確認無誤後，交易即屬完成，倘申請人申請指定或操作轉入之存款帳戶或金額等發生錯誤時，由申請人自行負責，概與貴行無關，貴行不負轉回或追還之責；申請人得以本項語音查詢確認交易是否成功，如有疑問應電洽貴行，倘經貴行調查結果，查明交易記錄有不正確情事，貴行應即更正；倘貴行調查未發現有不正確情事，應以貴行電腦之記錄為準。

9. 申請人同意就開設於貴行帳戶內之各項存款，辦理本服務。申請人使用本服務進行轉帳時，同意就開設於貴行之新臺幣活期存款帳戶以及新臺幣支票存款帳戶作為轉出帳戶，而轉入帳戶需事先以書面或經貴行同意之其他方式向貴行逐戶申請，惟申請人存款項下之活期存款轉存定期存款者，不在此限。

10. 貴行擬增加或變更「電話語音」及「電話交易」服務之服務項目時，得於貴行營業場所或網站公告，不需另行通知或取得申請人之同意，且申請人無需再行簽署本約定條款或其他文件，即得使用該項服務。申請人並同意遵守貴行新增或變更服務有關規定。

11. 申請人於貴行營業時間外進行語音轉帳，其帳務概於次一營業日處理，如為預約轉帳則於指定日處理，但如指定日為非營業日時，預約轉帳將於指定日之次一營業日處理。如指定日之存款餘額不足，該預約轉帳交易自動取消。申請人利用本服務之轉帳服務轉入支票存款帳戶，需於每日下午三時前完成轉帳手續，如因延誤而致退票，申請人應自行負責。

12. 轉帳金額限制：申請人轉帳如為轉入其開立於貴行之同一申請人名下(係指同一統一編號)之帳戶者，則未設有轉帳金額限制，如為轉入開立於貴行之第三人帳戶或申請人開立於其他銀行

之約定帳戶，單筆限額為新台幣貳佰萬元，每日累計最高限額為新台幣參佰萬元；如為申請人於貴行開立之新台幣活期存款帳戶以及外幣活期存款帳戶間之轉帳，每日累計最高限額為不超過等值新台幣伍拾萬元；活期性存款轉定期性存款之最低轉帳金額為每筆新台幣壹萬元，且以仟元為單位，遇有貴行定期存款利率變動時，悉以登帳日貴行調整後最新牌告利率為準。

13. 貴行得視實際需要新增或變更服務項目、作業程序、轉帳金額限制及營業時間等，並得停止提供本服務，並於貴行之營業場所或網站公告後實施。

14. 如因不可抗力或不可歸責於貴行之事由（包括電腦故障、線路中斷、第三人之行為或疏漏等），以致未能提供本服務或交易延誤、錯誤或無法完成者，貴行不負賠償責任。

15. 申請人擬終止使用本服務，應親自以書面辦理。貴行認為申請人有不當往來之情形或電話銀行服務有遭他人非法使用之虞時，貴行得隨時逕行終止本項服務，而不須另行通知。

16. 申請人擬變更指定往來之存款帳戶，申請人同意依貴行有關電話銀行服務之帳戶終止及變更手續辦理。在尚未辦妥帳戶終止或變更手續前，其憑有效之密碼進行之交易或使用之服務，仍由申請人負責。

17. 申請人同意貴行得將申請人與貴行人員之對話予以錄音。貴行得自行決定保存錄音內容之期間，並得以該錄音作為任何與交易有關之證據。

18. 本約定條款同時以中、英文作成。中文版本與英文版本如有衝突或不一致之處，應以中文版本為準。

TERMS AND CONDITIONS FOR PHONE BANKING SERVICE

1. The Applicant, who applies to DBS Bank (Taiwan) Ltd (the "Bank" ) for "Phone Banking Service" , hereby agrees to the terms and conditions as set forth below. For the matters not covered by the Terms and Conditions herein, the General Terms and Conditions Governing Account shall apply.



	<p>The Applicant if applying for “Phone Banking Service” ( “the Service” ), which shall be deemed as applying for both “Phone Voice Service” and “Phone Transaction Service” , shall present the original application form for Phone Banking Service, together with the Applicant’ s relevant corporate documents and the chop specimen recorded with the Bank to apply for the Service.</p> <p>2. Usage and Scope: After the Applicant completes the relevant application procedures and the Bank approves the application, the Bank shall grant the Applicant an initial password for using the Service. Thereafter, the Applicant may follow the procedure applicable under the Service to change the password over the phone; such password may be used for both “Phone Voice Service” and “Phone Transaction Service” . The Phone Banking Services allows the applicant to transfer funds by the “Phone Voice Service” (limited to intrabank / interbank same day transfer of funds from a New Taiwan Dollar account and pre-arranged intrabank transfer of funds from a New Taiwan Dollar account), balance checks, change of the password, document fax service (i.e., account statements and etc.), and use other Phone Banking Service by phone agreed by the Bank. The new account designated by the Applicant for receiving funds transfer will become effective on the next business day following the date of application.</p> <p>3. “Phone Voice Service” means the Applicant, through the Phone voice system, logs into the Bank’ s Phone Banking Service, uses the services as specified above through the voice function after correctly entering the then-effective “Phone Banking” password by phone.</p> <p>4. “Phone Transaction Service” means the Applicant, through the Phone voice system, logs into the Bank’ s Phone Banking Service, uses the services as specified above with the assistance of the staff at the Bank’ s customer service center</p>	
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after the Applicant correctly enters the then-effective “Phone Banking” password by phone and the above-mentioned staff (who has the right but is not obliged to) verifies the correctness of the Applicant's relevant information. If the Bank has any doubt, after its reasonable determination, on the truthfulness or accuracy of the information provided by the Applicant, the Bank may refuse to provide the “Phone Transaction Service” , and the Bank may, if it deems necessary, take additional steps to further verify the Applicant’ s phone instruction.

5. Password :

(a) The Applicant shall strictly keep confidential the password for the Service and shall not let any third party know or use such password. The Applicant shall be solely liable for any risks and liabilities arising from breach of the aforementioned obligations and shall indemnify the Bank for any damages or loss of the Bank therefrom.

The Bank may, at its sole discretion, determine whether the instruction with the correct password is actually made by the Applicant. The Bank may execute such instruction and shall have no responsibility to further verify whether the password is actually entered by the Applicant. The Bank shall not be liable to the Applicant for any damages or loss caused by fraudulent or unauthorized use of the password entered by any other person.

(b) If the Applicant becomes aware of any possible or actual unauthorized use of password, the Applicant shall immediately notify and register such event with the Bank and apply to the Bank for cessation of the Service; provided , however, that for any use of the Service by a third party that has taken effect prior to the Bank’ s receipt of the foregoing notification, the Applicant shall not assert against the Bank that such use of password is not conducted or authorized by the Applicant in the absence of the

<p>Bank' s wilful misconduct or gross negligence.</p> <p>(c) In order to protect the right and interest of the Applicant, if the password entered is inaccurate for consecutive three times, the Bank' s computer system will immediately and automatically suspend the Applicant from using the Service. The Applicant may apply to reset the password by presenting the relevant corporate documents, the personal identification documents of the responsible person and the signature/chop specimen recorded with the Bank.</p> <p>6. Funds transfers conducted via the Phone Banking Services have the same binding effect as transfer conducted by the Applicant with the presentation of the passbook and a withdrawal slip affixed with the signature/chop specimen recorded with the Bank. The account balance after each such transaction shall be determined according to the Bank' s computer records.</p> <p>7. Unless the Applicant instructs the Bank otherwise, the Applicant hereby confirms that its legal representative has been duly authorized to transact with the Bank in respect of the Service on behalf of the Applicant. If the Applicant has any concern over the above arrangement, it should notify the Bank in writing immediately.</p> <p>8. Where the Applicant uses the Phone Banking Service to conduct funds transfers, a transaction is competed after the Applicant has entered by phone the account number, the transaction amount and all other data and confirmed by the Applicant that there is no error. The Applicant shall be solely responsible for any errors in identifying the transfer accounts or the transfer amount and Bank shall not be liable for such error and has no obligation to transfer back or recover the transferred funds, The Applicant may use the Phone Banking Service to confirm whether a transfer has been completed. The Applicant shall contact the Bank if it has any question on the fund transfer. If any incorrectness is</p>	
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found in the transaction records, the Bank shall make the correction immediately. If no incorrectness is found, the Bank's computer record shall be exclusive and binding.

9. The Applicant hereby agrees to apply to Phone Banking Service for the Applicant's accounts in the Bank. When using the Phone Banking Service for funds transfer, the Applicant agrees to designate all the New Taiwan Dollar demand deposit accounts and New Taiwan Dollar checking accounts in the Bank as debit accounts. The Applicant shall apply in writing or in such other manner as agreed by the Bank to designate each beneficiary accounts. However, transferring the funds from a demand deposit account of the Applicant to a time deposit account of the Applicant is not subject to the limitations set forth in the preceding sentence.

10. If the Bank adds additional services to the "Phone Voice Service" and "Phone Transaction Service", the Bank is not required to notify, or obtain the consent from, the Applicant. The Applicant may use the added services without executing another copy of the Terms and Conditions herein or any other document.

11. Where the Applicant uses the Service for fund transfers after the normal business hours of the Bank, the requests shall be processed in the next business day. Where the Applicant designates a date for transferring funds, the funds transfer shall be processed on the designated date; provided that if the designated date is not a business day, the fund shall be transferred on the next business day after the designated date. If the account balance on the designated date is insufficient to complete the funds transfer, the transfer request shall be cancelled automatically. If the Applicant uses the Service to transfer funds to a checking account, the Applicant shall complete the transfer procedures by 3:00 pm. of the applicable transfer day and the Applicant shall

	<p>be solely responsible for dishonor of any check due to delay in completion of such fund transfer procedures.</p> <p>12. There is no limit on funds transfers by the Applicant into an account opened in the same name of the Applicant using the same Government Uniform Invoice number or ID number. For funds transfers to a third party's account at the Bank or an account opened by the Applicant at another bank, the amount of each transfer shall not exceed NT\$2,000,000 and the aggregate amount of such transfers on each day shall not exceed the maximum amount of NT\$3,000,000. For transfers between a New Taiwan Dollar demand deposit account and a foreign currency demand deposit account both opened by the Applicant with the Bank, the aggregate amount of such transfers on each day shall not exceed the maximum amount equivalent to NT\$500,000. The minimum amount for each funds transfer from a demand deposit account to a time deposit account is NT\$10,000 and the total amount shall be integral multiples of NT\$1,000 increments. If adjustments have been made by the Bank with respect to the interest rate for time deposit accounts, the interest shall be calculated based on the prevailing rate on the transfer date after the Bank's adjustments.</p> <p>13. The Bank may add or modify from time to time and at any time the service items, operating procedures, limitation on amount for funds transfer and business hours with respect to the Service or cease to provide the Service as the Bank considers necessary, and may make a public announcement of such information at the Bank's place of business or on its website prior to the effective date of such change.</p> <p>14. The Bank shall not be responsible for any losses to the Applicant caused by the Bank's failure to provide the "Phone voice services" or "Phone transaction services" or to complete</p>	
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	<p>transactions due to force majeure or any cause not attributable to the Bank (including computer breakdown or connection interruption).</p> <p>15. If the Applicant desires to terminate the Service, he/she/it shall apply for the termination in person by submitting a written request. If the Bank deems that the Applicant has any improper use of the Service or the Service would be used by third parties illegally, the Bank may at any time terminate the Service without any notification to the Applicant.</p> <p>16. If the Applicant desires to change the relevant designated deposit accounts, he/she/it shall follow the procedure regarding termination and modification of Phone Banking Service required by the Bank. The Applicants shall be responsible for all transactions conducted with an effective password prior to the completion of the procedure for account termination or modifications.</p> <p>17. The Applicant agrees that the Bank may record any oral and phone conversation between the Applicant and the Bank. The Bank may, in its sole discretion, decide the time period for keeping such record and may use such record as evidence for any matters related to the Services.</p> <p>18. These Terms and Conditions herein are in both Chinese and English. In the event of any conflict or inconsistency between Chinese and English version, the Chinese version shall prevail.</p>	
<p>附錄二 Annex II</p>	<p>傳真指示交易重要注意事項及聲明</p> <p>重要注意事項</p> <p>1. 申請人茲確認並同意 貴行就任何傳真指示得向本開戶文件所列之傳真指示交易電話照會授權人員中指定之任一授權人員進行電話照會確認，經電話照會確認授權人員之基本資料及交易資訊內容無誤者，除 貴行基於風險控管另與申請人確認及要求交付正本以外，申請人事後無須另行遞送傳真文件之正本予 貴行。如 貴行為電話照會時，上述所指定之任一授權人員均得為傳真</p>	<p>(無) (None)</p>



指示之確認。貴行得對該等電話照會之談話進行錄音及決定保存錄音內容之期間，此等錄音並得於任何法律程序中做為證據。倘貴行未能與指定之授權人員電話照會，貴行仍得自行決定在沒有電話確認的情形下依該傳真文件逕行辦理相關交易。

2. 申請人確認並同意 貴行得信賴上述電話照會授權人員係合法授權人員，申請人同意自行負責上述人員及電話之正確性，如上述人員或其電話有誤或有變動而未被及時更正，其所生損失及相關責任均由申請人自行負擔。

3. 申請人聲明及確認已向上述交易照會授權人員告知且上述交易照會授權人員已詳閱 貴行於網站上揭示之「個人資料蒐集、處理、利用與國際傳輸告知事項」。

4. 請申請人應詳細考量傳真指示交易之風險，傳真文件不若正本易於辨識真偽，遭冒用、偽造簽章之風險較高；亦有可能因輸入錯誤傳真號碼或線路故障而導致資料洩漏予他人或無法正確到達 貴行。除因可歸責於 貴行之故意或重大過失，倘申請人因傳真指示受有任何請求、損害、損失或成本者，貴行不負任何責任。申請人應持續就與傳真交易有關之任何可能風險進行獨立之評估及考量。除非申請人同意承擔傳真指示交易所生之風險，否則不應簽署本傳真指示交易授權書。

#### 傳真指示交易約定條款

茲鑒於星展(台灣)商業銀行股份有限公司(下稱「貴行」)得同意接受申請人(下稱「申請人」)申請傳真指示交易，申請人同意及承諾下列各項約定條款：

1. 使用傳真指示進行交易均須受本約定條款規範。凡申請人與 貴行間相關帳戶、交易、服務、產品、資訊等有關的其他約定事項，將會繼續適用，但如有任何歧異，就傳真指示而言，應以本傳真指示交易約定條款(下稱「本約定條款」)為準。

2. 申請人同意以傳真送達時，傳真文件本身即

為申請人就該指示內容及授權之唯一有效證據，申請人不得另提出原稿，以該原稿之內容或簽章係經無合法授權之人剪貼、修改等事由，對抗 貴行。惟 貴行應盡合理注意義務，審閱該文件。

3. 申請人同意並授權 貴行得充分信賴傳真指示內容及簽章之真實性。申請人並同意於法令許可之最大範圍內， 貴行對於依照申請人傳真指示之內容所為之任何行為不負任何責任。若 貴行依誠信原則相信傳真或其內容之真實性可能有疑義， 貴行得依其全權決定不接受該指示，毋須另行通知申請人。

4. 貴行得以合理之注意查核以申請人名義發出之傳真指示上簽章是否與留存之授權印鑑或簽名相符。任何 貴行依傳真指示所作之交易，對於申請人均有拘束力，不論申請人是否有實際之授權、認知或同意。申請人了解並願意承擔偽造之印鑑或簽名因傳真過程中扭曲、變形、縮小或放大、不清晰而致無從辨識之風險。如傳真文件不清楚或無從辨識時，申請人同意 貴行於接受申請人另行傳真清楚足以辨認其內容及印鑑或簽名之指示前， 貴行得拒絕接受原傳真指示辦理交易。

5. 申請人有義務以電話通知 貴行該傳真之發送，並以電話確認 貴行已收到傳真指示。若無電話確認， 貴行有權(但無義務)執行該傳真指示。 貴行不論於任何情形下，均毋須對未收到之傳真指示負責。

6. 貴行有權(但無義務)要求申請人就其傳真指示以電話或書面於 貴行指定之時間內確認。惟 貴行得自行決定在沒有電話或書面確認的情形下或得到電話或書面確認以前，執行該傳真指示。如 貴行已要求申請人就其傳真指示為確認， 貴行於未接獲申請人之確認前，得拒絕執行。

7. 申請人同意如因不可抗力或不可歸責於 貴行之事由(如傳真傳輸因通訊斷線、斷電、系統壅塞等)，以致傳真時間延遲、遺漏或 貴行無法接收或因此導致交易延誤、錯誤或無法完成時， 貴行無須負任何責任。

8. 申請人就傳真指示內容可能因傳送而洩密之風險，應自行負責。於法令許可之最大範圍內，

不論任何原因，倘於傳送過程中有揭露機密之情事發生時，貴行不負任何責任。

9. 申請人同意 貴行得指定傳真指示於特定之時間為之。 貴行有權利(但無義務)執行或拒絕未於特定時間內收到之交易指示，因前述造成之任何損失， 貴行無須負任何責任。如屬應憑申請人出具之正本文件辦理之交易，於正本在 貴行指定時間內送達貴行後始得辦理。

10. 申請人及 貴行之任何一方得隨時透過書面方式終止本約定條款，貴行於收到終止通知後次一營業日生效。申請人承諾，就 貴行因受理及執行終止授權前所為之傳真指示所生直接或間接所產生之任何訴訟、程序、請求、損失、損害、成本及費用，應隨時補償 貴行並使之不受損害。

11. 於法令許可之最大範圍內，如因第三人冒用申請人之名義及/或留存印鑑為本授權書之傳真指示，而導致申請人受有損害時，除 貴行有故意或重大過失外， 貴行不負損害賠償責任。

12. 申請人同意並承諾，傳真之文件視同正本，與正本之文件、憑證具同等之效力。申請人同意 貴行基於風險控管有權(但無義務)要求申請人於 貴行指定之時間內將傳真文件之正本送回 貴行，以利內部確認及查核。倘申請人於傳真交易後遞送傳真文件之正本、憑證予 貴行者，若於遞送途中不慎遺失，申請人同意另立新文件、憑證送交 貴行，並視實際需要另依有關法令、規定辦理掛失、止付或補發手續。惟 貴行於收訖傳真指示後即可按傳真指示作業，不論隨後 貴行有無收到正本文件。若 貴行收訖並執行之傳真指示與嗣後送達之正本文件之間有任何歧異，應以 貴行收訖並執行之傳真指示為準，申請人絕無異議。

13. 本約定條款同時以中、英文作成。中文版本與英文版本如有衝突或不一致之處，應以中文版本為準。

**AUTHORIZATION AND INDEMNITY FOR FACSIMILE INSTRUCTIONS**

**Important Notes :**

1. The Applicant acknowledges and agrees that, in connection with any facsimile instruction, the

	<p>Bank may further effect a telephone call back to any of the authorized persons designated as indicated in “Authorised person of facsimile instructions”. If the basic information of the above person and the trading information of the facsimile instruction have been verified by the Bank, the Undersigned needs not to deliver the original of the facsimile instruction to the Bank, unless the Bank requires the original based on risk control and management purposes. If the Bank makes such a call back, each of the authorized persons designated as above is authorized to confirm such facsimile instruction. The Bank may record any oral and phone conversation of such telephone confirmations mentioned above. The Applicant agree that the Bank may, in its sole discretion, decide the retention period of such tape recording and any such tape recording should be admitted as evidence in any legal proceedings. If the Bank cannot contact the above person, the Bank shall still have sole discretion to decide whether it will proceed with the transaction in accordance with the facsimile instruction without a telephone confirmation.</p> <p>2. The Applicant acknowledges and agrees that the Bank may fully rely on the authority of the persons designated by the Applicant as listed above. The Applicant shall be sole responsible for the integrity and correctness of such contact information and shall assume all responsibility for any losses and consequences arising from any incorrect or change of such contact information without timely notification to the Bank thereof.</p> <p>3. The Applicant represents and acknowledges that the Applicant has informed the above Authorized Persons, and they have read through the “Notification Matters regarding Collection, Process, and Use of Personal Data” as posted on the website of the Bank.</p> <p>4. The Applicant should carefully consider the possible risks inherent in the giving of instructions</p>	
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by facsimile. Non-original signatures on the facsimile instructions may be forged or misused easier than on the non-facsimile instructions. The instructions given by facsimile may be released to wrong persons, may never reach the Bank and may become known to third parties thus losing their confidential nature because of entering into wrong facsimile numbers or connection failure. Except in cases of the Bank's gross negligence or wilful misconduct, the Bank accepts no liability for the occurrence of any such circumstances or for any action, claim, loss, damage or cost arising or incurred by the Applicant as a result of or in connection with any such circumstances or the giving of any such instructions by facsimile. The Applicant is and continue to be solely responsible for making the Applicant's own independent appraisal and assessment of any possible risks in relation to the giving of any such facsimile instructions. Accordingly, the Applicant should not authorize the Bank to accept instructions by facsimile unless the Applicant is prepared to undertake such risks and have satisfied the Applicant in all respects with regard to such authorization.

Terms and Conditions for Facsimile Instruction

In consideration of DBS Bank (Taiwan) Ltd (the "Bank") agreeing to consider accepting facsimile instructions, the Applicant hereby agrees and undertakes follows:

1. Transactions and dealings effected by using facsimile instructions are subject to the Terms and Conditions contained herein. All other terms and conditions governing the relevant accounts, transactions, services, products, information, etc. shall continue to apply but where there is discrepancy, these Terms and Conditions for Facsimile Instruction (this "T&C") shall prevail.
2. The Applicant agrees that, in the event that any instruction is made through facsimile, the

facsimile itself shall be the only evidence admissible with respect to the substance and authority of such instruction. The Applicant should not present the original document and claim against the Bank based on the fact that the content or the signature/chop specimen of the original document is cut and pasted or changed by an unauthorized third party; provided that the Bank shall examine the facsimile with reasonable care.

3. The Applicant agrees and authorizes that the Bank may fully rely on the trueness, correctness and genuineness of the contents and the signatures appearing on the facsimile instruction. The Applicant also agrees that, to the maximum extent permitted by applicable laws and regulations, the Bank shall assume no liability for any action taken in accordance with the Applicant's facsimile instructions. The Bank is under no obligation to accept the facsimile instructions, and may at its sole discretion refrain from acting without notice to the Applicant if it believes in good faith that any question exists concerning the authenticity of any such instructions or the content or meaning thereof, and the Bank shall assume no liability for such decision.

4. The Bank shall exercise reasonable care to verify the signatures/chops appearing on the facsimile instruction in accordance with the authorized signature/chop specimens. Any transaction processed by the Bank pursuant to the facsimile instructions shall be binding upon the Applicant whether made with or without the Applicant's authority, knowledge or consent. The Applicant assumes all risks that the use of a counterfeit chop or a forged signature may remain undetected due to a change of size or other distortion or lack clarity in the facsimile transmission process. In the event that the facsimile lacks clarity or hard to identify, the Applicant agrees that the Bank may refuse to execute the instruction before



	<p>receiving another clear facsimile instruction which content and the chop or signature thereon are identifiable from the Applicant.</p> <p>5. The Applicant shall have the responsibility to make subsequent telephone calls to the Bank to notify the transmission, and to confirm the Bank's receipt of the facsimile instructions. The Bank shall be entitled, but not obliged, to act or not to act upon any such instructions in respect of which no such subsequent telephone calls are made. In no event shall the Bank be responsible for the non-receipt of any such instructions.</p> <p>6. The Bank shall be entitled (but not obliged) to require that written or phone confirmation of all instructions sent by facsimile be given by the Applicant within such period of time as it may specify. However, the Bank shall be at liberty to execute such instructions without, or prior to the receipt of, such written or phone confirmation. The Bank may refuse to execute the instruction before receiving the confirmation from the Applicant if the Bank has requested the Applicant to confirm the instruction.</p> <p>7. The Applicant agrees that the Bank is not liable for the delay, omission, or failure to be received of transmission of the facsimile or failure to complete transaction due to force majeure or causes not attributable to the Bank (including disconnection of communication, power failure, system jam, etc.)</p> <p>8. The Applicant shall be solely responsible for all risks to confidentiality with respect to the information contained in the facsimile arising from such transmission. The Bank shall, to the maximum extent permitted by applicable laws and regulations, not be liable for whatsoever reasons for any disclosure of such information in the process of such transmission.</p> <p>9. The Applicant agrees that the Bank may designate specific business hours for facsimile</p>	
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	<p>instructions. The Bank is entitled (but not obligated) to effect or to refuse the facsimile instructions not delivered to the Bank within the designated business hours, and is not liable for any losses incurred therefrom. If any transaction requires the original of such instruction in writing, the Bank may not execute the transaction until its receipt of the original within the designated time by the Bank.</p> <p>10. Either of the Applicant and the Bank may terminate this T&amp;C in writing at any time, and the termination will be effective on next business day after the Bank's receipt of such termination notice. The Applicant undertakes to keep the Bank indemnified at all times against and to save the Bank harmless from, all actions, proceedings, claims, loss damage, costs and expenses which may be brought against the Bank or suffered or incurred by the Bank and which shall have arisen either directly or indirectly out of or in connection with the Bank's accepting such instructions and acting thereon on or prior to such termination notice.</p> <p>11. To the maximum extent permitted by applicable laws and regulations, the Bank shall not be liable for any loss or damages suffered or sustained by the Applicant arising out of unauthorized facsimile instructions and/or fraudulent signature in the facsimile instructions in the absence of the Bank's wilful misconduct or gross negligence.</p> <p>12. The Applicant agrees and undertakes that the facsimile instruction is of full force and effect as if it were the original. The Applicant agrees that the Bank reserves the right (but shall not be obligated) to require the Applicant to send the original of the facsimile instruction to the Bank within a period required by the Bank for further internal confirmation and verification. Provided that the original of the facsimile instruction is lost during the delivery process to the Bank, the Applicant agrees to provide the Bank with a new original thereof and</p>	
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	<p>report the lost original, countermand payment and apply for replacement of the original under and pursuant to all applicable laws and regulations . In any event, the Bank is entitled to follow the facsimile instruction irrespective of whether the Bank will subsequently receive the original thereof. If there is any discrepancy between the facsimile instruction and its original, the Bank is entitled to treat the facsimile instruction as conclusive and the Applicant shall not dispute the validity of the facsimile instruction.</p> <p>13. This T&amp;C is made both in Chinese and English. In the event of a conflict or inconsistency between Chinese and English version, the Chinese version shall prevail.</p>	
<p>附錄三 Annex III</p>	<p>人民幣業務往來補充約定條款及相關風險告知事項</p> <p>客戶(下稱「立約人」)就其與星展(台灣)商業銀行股份有限公司(含國際金融業務分行(OBU))(下稱「貴行」)辦理之人民幣(下稱「人民幣」)業務往來,除願遵守開戶總約定書及其他與 貴行間之相關約定外,並同意遵守下列各項約定:</p> <p>一、 一般約定事項</p> <p>1. 本補充約定條款係就立約人辦理人民幣存款帳戶(下稱「人民幣帳戶」)業務(包含定期存款及活期存款)、匯出匯款、匯入匯款業務(下稱「匯款業務」)及其他人民幣業務(衍生性金融商品除外)之補充相關約定事項。本補充約定條款應與立約人與 貴行間之其他相關約定包括但不限於開戶總約定書、貿易文件條款、授信文件及其他銀行業務及服務約定條款等一併閱讀適用。如其他約定條款就人民幣業務與本補充約定條款有不一致之處,以本補充約定條款為準。</p> <p>2. 立約人了解並同意今後所有與 貴行往來之人民幣業務交易均應遵循任何監管或適用於人民幣業務之司法機構、政府或主管機關、代理機構或其他機構於現行或未來所不時訂定的法令、規定、指引、限制、指示、命令或行政規則等與 貴行和清結算行或代理行之協議及其後之任何修訂</p>	<p>(無) (None)</p>

或變更。同時， 貴行有權要求立約人檢附相關交易文件或其他證明文件。如大陸地區與台灣地區之相關法令規定就人民幣交易相關要求有變更時，應依變更後的相關法令規定辦理。

3. 立約人及其負責人同意且立約人應促使為辦理人民幣業務交易所涉及之必要第三人同意 貴行得為辦理人民幣業務交易需要或為遵守相關法令、主管機關及清結算行及任何其他監管機構的規定及協議，採取所需的一切措施，包括但不限於向清結算行及監管機構提供有關立約人、其負責人及該必要第三人的資料、交易文件或其他證明文件、將立約人辦理人民幣業務的交易資料和資訊傳送予大陸地區貨幣管理機構，立約人及其負責人並同意依清算行「人民幣清算帳戶規則」、清算行與 貴行簽訂之其他契約書或文件，及立約人與 貴行簽訂之其他契約書或文件，包括但不限於有關個人資料蒐集、處理、利用之告知事項及約定辦理。

4. 立約人同意 貴行得決定是否接受或核准立約人之指示或交易，並得基於下列原因拒絕接受、退回或取消立約人之交易指示或將相關存款、匯款之全部或部分款項沖正：(1)為遵循交易當時任何有關的法令、規定、指引、限制、指示、命令或行政規則等；(2)相關清結算行、付款行或代理行取消匯款或要求退匯或返還立約人之匯入匯款；(3)相關清結算行、收款行或代理行拒絕或無法接受立約人指示之人民幣匯出匯款；(4)立約人未提供或拒絕提供 貴行要求之相關貿易、指示及(或)交易文件或資料；(5)超過相關清結算行、付款行或代理行提供予 貴行之人民幣購售或兌換限額而無法交易者；(6)立約人違反「銀行業辦理外匯業務管理辦法」情節重大及(或)任何有關的法令、規定、指引、限制、指示或行政規則。

5. 立約人確認所有交付予 貴行的文件與資訊均為完整、真實及正確。 貴行可充份信任該文件與資訊並據以辦理相關交易及業務，無須進一步確認。

6. 倘因租稅、匯率貶值或因任何法令或政府行為（包括收歸國有或外匯管制之規定）、任何（法

律上或事實上)有權機關之行為或任何他人動用政府、軍事或警察權、戰爭、罷工、系統故障、清結算行暫停或終止服務、其他 貴行無法合理控制或其他不可歸責於 貴行之情事,造成人民幣資金無法取得或無法清算交割、或限制兌換、領取、非自願轉換、扣押等,導致人民幣資金價值的減損,於法令許可之最大範圍內,貴行無需負責。

7. 立約人同意應隨時補償 貴行就 貴行於開立、維持或關閉人民幣帳戶或執行立約人所為交易指示直接或間接所產生及因相關訴訟、程序、請求所產生之一切損失、成本及費用,並使貴行免受損害。

8. 立約人同意於結清人民幣帳戶時, 貴行得依 貴行所訂定之匯率,將剩餘人民幣款項轉換為任何其他可自由兌換及流通之幣別及抵充立約人未清償 貴行之費用及債務(如有)後返還立約人。

9. 立約人同意配合大陸地區及台灣地區相關法律、法規及 貴行要求,履行防制洗錢及打擊資恐之義務。倘立約人違反本補充約定條款、相關聲明確認事項或違反大陸地區與台灣地區關於人民幣業務相關法令規定及要求者, 貴行得隨時通知立約人後終止本補充約定條款及關閉人民幣帳戶,並得停止提供各項人民幣服務。

10. 本補充約定條款以中華民國法律為準據法,就本補充約定條款應依中華民國法律及相關法令規定解釋及適用。立約人與 貴行因本補充約定條款涉訟時,雙方同意以臺灣臺北地方法院為第一審管轄法院,但法律有專屬管轄規定者從其規定。

11. 本補充約定條款同時以中、英文作成。中文版本與英文版本如有衝突或不一致之處,應以中文版本為準。

## 二、存款約定事項

1. 貴行得接受以人民幣現鈔或以其他幣別現鈔按 貴行訂定之匯率兌換存入人民幣帳戶(國際金融業務分行人民幣帳戶不接受現鈔存入),及以人民幣匯入匯款或以其他幣別存款按 貴行訂定之匯率兌換存入人民幣帳戶。

2. 立約人得自人民幣帳戶提取人民幣現鈔或按

貴行訂定之匯率兌換為其他幣別現鈔後提取(國際金融業務分行人民幣帳戶不得提領現鈔)，及兌換為其他幣別存款或匯出至其他銀行帳戶；惟匯出匯款至大陸地區境內僅限與跨境貿易及直接投資項下人民幣結算相關之匯出匯款。

3. 立約人辦理上述第1項及第2項之業務涉及人民幣兌換時，應依中央銀行之「外匯收支或交易申報辦法」有關規定及罰則辦理。人民幣之兌換如涉及跨境貿易及直接投資相關交易，立約人同意提供實際人民幣收支需求相關交易文件。

### 三、匯款約定事項

1. 匯出匯款：在符合本補充約定條款及 貴行匯出匯款相關約定事項(包含但不限於開戶總約定書及外幣匯出匯款約定書)前提下， 貴行得依立約人指示辦理人民幣匯出匯款，但相關指示必須符合以下條件：

(1)所有人民幣匯出款項均來自立約人之人民幣帳戶；

(2) 人民幣帳戶得進行與大陸地區跨境貿易及直接投資人民幣結算相關之匯出匯款或由相關主管機關及監管機構允許的其他交易。

2. 匯入匯款： 貴行得依立約人指示接受人民幣匯入匯款，但相關指示必須符合以下條件：

(1)所有人民幣匯入款項均解入立約人之人民幣帳戶；

(2)人民幣帳戶得接受來自大陸地區與跨境貿易及直接投資人民幣結算相關之匯入匯款。

3. 當人民幣款項之取得、存入、或轉帳因任何司法機構、政府或主管機構、代理機構或其他機構而受到限制、暫停或禁止， 貴行無須負擔以下責任，直到 貴行已收到該筆匯款或退匯款項為止：

(1)以任何形式給付人民幣款項或其他幣別款項予立約人(匯入匯款適用)或受益人(匯出匯款適用)；

(2)將人民幣匯出款項退匯至立約人之人民幣帳戶。

### 四、跨境貨物貿易、服務貿易及直接投資相關約定事項

1. 立約人同意辦理涉及跨境貿易及直接投資項



下相關交易者，應符合大陸地區有關規定及要求。倘違反大陸地區有關規定及要求者，立約人瞭解相關交易及匯款可能受到限制、暫停或禁止等風險。

2. 立約人辦理涉及跨境貨物貿易項下相關交易者，應確認其交易範圍同時符合下列(1)及(2)項限制：

(1) 貨物輸出或輸入國至少有一方為大陸地區；或買、賣任一方為大陸地區且資金進出大陸地區者，包括下列貿易形式(i)或(ii)：

(i) 貨物輸出或輸入國至少有一方為大陸地區，不以買賣方位於大陸為限；或

(ii) 買、賣任一方位於大陸地區且資金進出大陸地區者，包括貨物輸出或輸入國雖不位於大陸地區，惟買、賣方及資金進出涉及大陸地區者。

(2) 對大陸地區已進出口之貨款或未進出口之預收付貨款（皆含委外加工或商仲貿易），且以人民幣結算或清算之匯出入款或以跟單方式辦理者。

(3) 貨款必須以人民幣支付，惟相關交易文件是否以人民幣計價，則非要件。

3. 立約人同意辦理涉及跨境貿易項下相關交易者，應提供真實、完整、正確之實際人民幣收支需求之相關交易文件予 貴行查核確認。

4. 立約人辦理涉及跨境服務貿易項下相關交易者，應確認其交易範圍符合以下限制：

(1) 對大陸地區提供服務之收入、或接受大陸地區提供服務之支出，且以人民幣結算或清算之匯出入款者。

(2) 收入或支出必須以人民幣收支，惟相關交易文件是否以人民幣計價，則非要件。

5. 立約人辦理涉及直接投資項下相關交易者，應確認其交易範圍符合以下限制：

(1) 對大陸地區股本投資或收回股本投資，且以人民幣結算或清算之匯出入款者。

(2) 應依「銀行業輔導客戶申報外匯收支或交易應注意事項」第二十六點及附表十規定辦理。

6. 立約人辦理涉及跨境貿易及直接投資項下相關交易，應依中央銀行所發布之「銀行業辦理外匯業務管理辦法」、「銀行業辦理外匯業務作業規範」、「外匯收支或交易申報辦法」、「銀行業輔導

客戶申報外匯收支或交易應注意事項」等有關規定辦理。

五、人民幣業務風險告知事項

由於目前人民幣進出大陸地區仍須受大陸當地相關法規的限制，立約人辦理人民幣業務可能面臨下列風險(以下稱「風險告知事項」)：

1. 立約人應注意其原持有人民幣資產或負債可能因法令之變更，導致必須改以其他貨幣作為收、付的工具。立約人原持有之人民幣資產、負債或因交易而產生之給付義務均可能因法令之變更導致影響人民幣資金在市場的供需或交易之清算交割，雖 貴行對原已受理之人民幣案件之後續作業，仍積極、盡力尋求其他解決管道及方式，但必要時有將依當時之市場匯率，改以其他幣別取代之可能性。
2. 立約人應充分瞭解人民幣進出大陸地區時將受到當地法令限制：辦理大陸地區人民幣匯出及匯入者，若不符合大陸當地法令規定者，其人民幣資金不得任意進出大陸地區。倘若立約人將人民幣資金匯往大陸地區，但因前述原因，導致人民幣匯款不能送達時， 貴行將協助辦理退匯，但其所需之郵電費及國外銀行收取之費用均由立約人負擔，且直接自匯款金額中扣除。立約人應瞭解大陸當地之法令，可能隨時變更。
3. 立約人應充分瞭解人民幣仍會受匯率波動之影響衍生其交易之風險及評價損失。鑑於影響市場變動因素甚多，導致匯率波動幅度可能極大，立約人從事人民幣相關交易，可能因市況起伏不定或特殊情事發生，導致立約人之交易風險或評價損失。爰立約人於從事該筆交易前，應考量本身財務狀況及承受風險之能力，並充分瞭解該筆交易所涉財務、會計、稅制及相關法律規定；立約人明瞭並願意自行承受因進行交易所可能衍生之交易風險及損失。
4. 立約人同意就買賣人民幣相關交易、匯款人民幣至大陸地區相關交易及跨境貿易、直接投資相關交易，如經 貴行發現有交易不實或虛偽情事，違反「銀行業辦理外匯業務管理辦法」或其他法令規定情節重大者， 貴行得拒絕受理其交易。

5. 立約人同意辦理涉及跨境貿易、直接投資項下相關交易者，應符合大陸地區有關規定及要求。倘違反大陸地區有關規定及要求者，立約人瞭解相關交易及匯款可能受到限制、暫停或禁止等風險。

6. 本風險告知事項同時以中、英文作成。中文版本與英文版本如有衝突或不一致之處，應以中文版本為準。

SUPPLEMENTAL TERMS AND CONDITIONS FOR  
RENMINBI BUSINESS  
AND RISK DISCLOSURE STATEMENT

The Customer ("the Applicant") establishing the Renminbi ("RMB") business with DBS Bank (Taiwan) Ltd (including its Offshore Banking Unit ("OBU")) ("the Bank"), in addition to the Applicant's compliance with the General Terms and Conditions Governing Account and other agreement executed by and with the Bank, hereby agrees as follows :

I. General Provisions

1. The Supplemental Terms and Conditions for Renminbi business ("Supplemental Terms and Conditions") herein shall govern the RMB Savings Account ("RMB account") (including the time deposit account and demand deposit account), outward remittance, inward remittance ("remittances") and other RMB business (excluding financial derivatives transactions). The Supplemental Terms and Conditions shall be read together with other agreements between the Applicant and the Bank, including but not limited to the General Terms and Conditions Governing Account, terms and conditions governing trade and credit facility documentation and other terms and conditions of the Bank's business and banking service. In case of any inconsistency between other agreements for RMB business and the Supplemental Terms and Conditions thereof, the Supplemental Terms and Conditions shall prevail.

2. The Applicant acknowledges and agrees that the RMB services and products provided by the Bank

are subject to applicable laws, regulations, guidance, restrictions, instructions, orders, and administrative directions issued or implemented by the judiciary, government, relevant competent authorities, agents or other institutes and are subject to the relevant clearing and settlement agreements and its revisions or amendments between the Bank and the clearing bank, settlement bank, or agent bank at any time and from time to time. The Bank shall be entitled to request relevant trading documents or other evidencing documents. If there is any amendment to local laws or regulations in respect of the applicable requirements for RMB transactions in the Mainland Area and Taiwan Area, the amended laws and regulations shall govern.

3. The Applicant and its responsible persons shall, and shall cause any third parties concerning the transactions of RMB business to, agree that the Bank will take all actions to comply with the regulations and agreements of the relevant authorities, clearing and settlement bank, and any other regulatory authority, including but not limited to providing the personal information, trading document or other evidencing documents of the Applicant, its responsible persons and third parties to the clearing and settlement bank, and any other regulatory authority; sending the detail of the Applicant's RMB transactions to monetary regulators in Mainland Area. The Applicant and its responsible persons agree that the Rule of RMB Clearing Account of the clearing bank, agreements between the Bank and the clearing bank and any documentation signed by the Applicant and the Bank, including but not limited to the Notification and Terms and Conditions to Collect, Process and Use of Personal Information.

4. The Applicant agrees that the Bank is entitled to decide to accept the Applicant's instructions or transaction requests, and it may refuse, return or cancel the Applicant's transaction instructions, or to

<p>reverse the partial or full amount of deposit/ remittance in respect of RMB on the basis of any of the following reasons: (1) the Bank is to comply the prevailing laws, regulations, guidance, restrictions, instructions, orders, and administrative directions; (2) the clearing bank, settlement bank, remitting bank or agent bank requests to cancel or return the remittance, or to return the inward remittance from the Applicant; (3) the clearing bank, settlement bank, beneficiary bank or agent bank does not, or reject to accept the Applicant’s instruction of RMB outward remittance; (4) the Applicant does not, or reject to provide the relevant trade, transaction instruction and/or transaction document requested by the Bank; (5) the transaction as requested exceeds the Bank’s limit on RMB purchase or exchange agreed by the clearing bank, settlement bank, remitting bank or agent bank; (6) the Applicant commits in major violation of the Regulations Governing Foreign Exchange Business of Banking Enterprises or other applicable law, regulations, guidance , restrictions, instructions or administrative directions.</p> <p>5. The Applicant confirms that the documents and information delivered to the Bank are true, complete and accurate. The Bank can trust the accuracy and authenticity of the content of the aforementioned documents and process the related transaction without further confirmation.</p> <p>6. The Bank shall not be liable for the loss of the value of RMB-denominated funds due to the unavailability of RMB funds or settlement, restrictions on convertibility or withdrawal, involuntary transfers, or attachment, which results from taxation, devaluation of exchange rate, any regulations or governmental actions (including nationalization of the Bank or implementation of foreign exchange control), any actions by the authorities, whether de jure or de facto, the power of government, military or police employed by any</p>	
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	<p>others, acts of war, strike, system malfunction, suspension or termination of service provided by clearing or settlement bank, or other similar causes beyond the Bank's control, in which circumstances, to the maximum extent permitted by law, the Bank shall not be responsible for.</p> <p>7. The Applicant agrees to keep the Bank indemnified at all times against and to save the Bank harmless from all loss, damage, costs and expenses which may be suffered or incurred by the Bank as a result of related actions, proceedings, claims and which shall have arisen either directly or indirectly out of or in connection with the Bank's opening, maintaining or closing RMB accounts or accepting the Applicant's transaction instructions.</p> <p>8. The Applicant agrees that, when closing the RMB account, the Bank may convert the outstanding money in RMB into any other freely convertible currency at the exchange rate solely determined by the Bank and returns the net amount applied against the sums due from the Applicant and toward the payment of the liabilities (if any) of the Applicant.</p> <p>9. The Applicant agrees to comply with applicable laws and regulations prescribed by the Mainland Area and Taiwan Area, and other requirements of the Bank in respect of anti money laundering and counter terrorist financing. The Bank shall have the right to close the Applicant's RMB accounts and terminate the services in connection with RMB at any time and from time to time upon notice to the Applicant if the Applicant shall have violated any provision thereunder, any representation and declaration, or any relevant regulation and requirement in the Mainland Area and Taiwan Area.</p> <p>10. This Supplemental Terms and Conditions shall be governed and construed by the laws of Republic of China (Taiwan). The parties hereto agree to submit the jurisdiction to the Taiwan Taipei District</p>	
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	<p>Court for the first instance on any legal action derived thereof, unless the exclusive jurisdiction is otherwise provided by law.</p> <p>11. This Supplemental Terms and Conditions is made both in Chinese and English. In the event of a conflict or inconsistency between Chinese and English version, the Chinese version shall prevail.</p> <p>II. Special Provisions for Deposits</p> <p>1. The Bank may accept the banknotes in RMB or other currency at the Bank's prevailing exchange rate, to be deposited into any RMB Account, provided however that RMB banknotes are not acceptable to be deposited into the RMB accounts opened with the OBU. Fund remittances in respect of RMB, or other currency deposits at the Bank's prevailing exchange rate are accepted for deposit into any RMB Account.</p> <p>2. The Applicant is permitted to withdraw the banknotes in RMB or other currency at the Bank's prevailing exchange rate from any RMB account, provided however that RMB banknotes are not acceptable to be withdrawn from the RMB accounts opened with the OBU, or to convert RMB into another currency deposit or remit funds to the accounts opened with other banks. RMB outward remittance into the Mainland Area shall be strictly limited to the cross-border trade transactions and direct investments settled by RMB.</p> <p>3. The Applicant shall comply with the Regulations Governing the Declaration of Foreign Exchange Receipts and Disbursements or Transactions prescribed by the Central Bank of the Republic of China (Taiwan), when the Applicant enters into the RMB exchange transactions as provided in the aforesaid Paragraph 1 and 2. If the RMB exchange is related to cross-border trade transactions and direct investments, the Applicant shall provide relevant transaction documents for the actual RMB receipts and disbursements.</p> <p>III. Special Provisions for Remittances</p>	
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<p>1. Outward remittances: The Bank shall process the request of RMB outward remittances in accordance with the Applicant's instructions only if the transaction request meets the Supplemental Terms and Conditions and other terms and conditions in respect of outward remittances (including the General Terms and Conditions Governing Account and Terms and Conditions Governing Foreign Currency Outward Remittances). The instructions must comply with the following requirements:</p> <p>(1) All RMB remittance funds are from the Applicant's RMB account.</p> <p>(2) The RMB account is allowed to process outward remittances for the cross-border trade transactions and direct investments with the Mainland Area settled by RMB, or other transactions permitted by relevant authorities and any other regulatory authorities.</p> <p>2. Inward remittances: The Bank shall process the request of RMB inward remittances in accordance with the Applicant's instructions. The instructions must comply with the following requirements:</p> <p>(1) All RMB remittance funds are to the Applicant's RMB account.</p> <p>(2) The RMB account is allowed to accept inward remittances from the cross-border trade transactions and direct investments with Mainland Area settled by RMB.</p> <p>3. If the RMB funds collection, deposit or transfer is restricted, suspended or prohibited by the judiciary, government, relevant authorities, agents or other institutes, the Bank shall not be liable for the following until the Bank has received such remittance or returned remittance:</p> <p>(1) any payment in RMB or other currency credited to the Applicant (applicable to inward remittance) or the beneficiary (applicable to outward remittance);</p>	
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	<p>(2) the return of RMB outward remittance to the Applicant's RMB account,.</p> <p>IV. Special Provisions for Cross-border Goods Trade Transactions, Service Trade Transactions and Direct Investments</p> <p>1. The Applicant agrees that when conducting cross-border trade transactions and direct investments, he/ she shall comply with the regulations and requirements in the Mainland Area. The Applicant hereby acknowledges that the transactions and remittances may be restricted, suspended or prohibited if the regulations and requirements in the Mainland Area are not met.</p> <p>2. The Applicant shall confirm that the trading scope when entering into the transactions related to cross-border goods trading, and the Applicant has complied with the restrictions of 1 and 2 below.</p> <p>(1) Either the export and import country of the goods shall be the Mainland Area; or either the buyer or seller shall be located in the Mainland Area and the flow of funds is from or into the Mainland Area and the trade types include the following (i) or (ii) :</p> <p>(i) Either the export and import country of the goods is the Mainland Area, in which case the seller and buyer need not located in the Mainland Area; or</p> <p>(ii) either the buyer or the seller is located in the Mainland Area and the flow of funds is from or into the Mainland Area, including the case that the seller or the buyer and the flow of funds involve the Mainland Area but the export or import country of the goods is not the Mainland Area.</p> <p>(2) The payments for the exported or imported goods in the Mainland Area or prepayments for the goods that have not exported or imported (including processing trades or merchanting trades), in which circumstances settled or cleared in RMB or paid against documentary credits in RMB.</p> <p>(3) The payment of goods must be made in RMB. However, it's not mandatory for the related</p>	
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<p>transactional documents to be denominated in RMB.</p> <p>3. The Applicant agrees that it shall provide the true, complete and accurate documents of the actual RMB receipts and disbursements to the Bank for verification if the Applicant will enter into cross-border trade transactions.</p> <p>4. The Applicant shall confirm that the transactions related to cross-border services trading are subject to the restrictions below:</p> <p>(1) The incomes from the services provided to the Mainland Area or the expenses spent for the services provided in the Mainland Area that were settled, remitted or paid in RMB.</p> <p>(2) The incomes or expenses must be made in RMB. However, it's not mandatory for the related transactional documents to be denominated in RMB.</p> <p>5. The Applicant shall confirm that the transactions related to direct investments are subject to the restrictions below:</p> <p>(1) The remittance amount relating to capital investment or return of capital investment in and from the Mainland Area that was settled, remitted or paid in RMB.</p> <p>(2) Requirements under Point 26 and Appendix 10 of Directions for Banking Enterprises on Assisting Customers to Declare Foreign Exchange Receipts and Disbursements or Transactions shall be complied with.</p> <p>6. The Applicant shall comply with the Regulations Governing Foreign Exchange Business of Banking Enterprises, the Directions Governing Banking Enterprises for Operating Foreign Exchange Business, the Regulations Governing the Declaration of Foreign Exchange Receipts and Disbursements or Transactions and other regulations prescribed by the Central Bank of the Republic of China, when the Applicant enters into the transactions involving cross-border trading and direct investments.</p>	
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V. Risk Disclosure Statement Regarding RMB Transactions

In consideration of the restrictions of applicable local laws and regulations issued by the Government of the People's Republic of China governing inward and outward remittances of RMB from or into the Mainland Area, please note that the Applicant may face the following potential risks when entering into RMB transactions ("Risk Disclosure Statement"):

1. The Applicant acknowledges that, due to the changes of applicable laws and regulations, the RMB-denominated assets or debts held by the Applicant would have to be paid or settled in another currency. Due to the changes of applicable laws and regulations, the RMB-denominated assets or debts held by the Applicant or the payment obligations arising from relevant transactions would be affected by the supply and demand of RMB funds in the money market or the clearing and settlement of RMB in connection with relevant transactions. Although the Bank will act actively and use its best efforts to seek other approaches and solutions for the subsequent matters of any ongoing RMB transaction previously handled by the Bank, it is still possible that the Bank may need to use, if necessary, another currency to replace RMB in accordance with the then prevailing market exchange rate.

2. The Applicant should fully understand that inward and outward remittances of RMB from or into the Mainland Area will be subject to the restrictions of applicable local laws and regulations: If the requirements stipulated by applicable local laws and regulations in the Mainland Area are not met, such person will not be allowed to remit RMB funds freely into or from the Mainland Area. If the Applicant remits RMB funds into the Mainland Area but such remittance cannot be completed due to the aforementioned reason, the Bank will assist the Applicant in the return of such remitted RMB funds, provided that the Applicant will be responsible for

	<p>the postal/cable charges and other fees or expenses charged by foreign banks, and such fees and expenses will be deducted directly from the remittance amount. Please also note that local laws and regulations in the Mainland Area could change at any time and from time to time.</p> <p>3. The Applicant should fully understand that RMB may be affected by fluctuations of the exchange rates, resulting in the transaction risks and valuation losses. In consideration of the various factors that may have impacts on the markets, which will lead to the possible significant fluctuations in the exchange rates, when the Applicant enters into a RMB-related transaction, the Applicant may suffer transaction risks or valuation losses resulting from unstable market conditions or the occurrence of special events. Therefore, before entering into such transaction, the Applicant should consider its financial conditions and the ability to bear the risks and should fully understand the finance, accounting and tax issues and relevant laws and risks involved in such transaction. The Applicant hereby acknowledges that it has understood the above risks and agrees to bear the potential transaction risks and losses that may be incurred in connection with relevant transactions.</p> <p>4. The Applicant hereby agrees that the Bank is entitled to refuse to accept the Applicant's instructions in connection with relevant transactions of RMB business, remittance of RMB funds to the Mainland Area or the cross-border trading and direct investments if the Bank discovers any untruthful or false transaction which is in a severe violation of the Regulations Governing Foreign Exchange Business of Banking Enterprises or other applicable laws or regulations.</p> <p>5. The Applicant agrees that when conducting cross-border trade transactions or direct investments, the Applicant shall comply with applicable laws and regulations and requirements in</p>	
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	<p>the Mainland Area. The Applicant hereby acknowledges that the transactions and remittances may be restricted, suspended or prohibited if the Applicant fails to comply with the applicable laws and regulations or requirements in the Mainland Area.</p> <p>6. This Risk Disclosure Statement is made both in Chinese and English. In the event of a conflict or inconsistency between Chinese and English version, the Chinese version shall prevail.</p>	
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星展(台灣)商業銀行股份有限公司 敬啟

公告日期：2019/05/02

生效日期：2019/07/01

DBS Bank (Taiwan) Ltd

Date of Announcement: 2019/05/02

Effective Date: 2019/07/01