

新臺幣支票帳戶開戶申請書

NTD Chequing Account Application Form

HSBC 匯豐

致：匯豐(台灣)商業銀行股份有限公司(下稱"貴行") To:HSBC Bank (Taiwan) Limited(the"BANK")

申請日期 Applied Date：西元 年 YYYY 月 MM 日 DD 客戶編號 Customer No：

申請人姓名 Applicant's Name：

申請所附文件 Document required (請勾選一項即可 Please tick one of the following)

- 他行支票帳戶最近六個月往來記錄 Last 6 months current (chequing) account statements from another banks
銀行 Bank _____ 分行 Branch _____ 支存帳號 Current (Chequing) Account No. _____
- 匯豐(台灣)商業銀行股份有限公司信用卡最近六個月帳單 Last 6 months HSBC Bank (Taiwan) Limited credit card statements
卡號 Card No. _____
- 匯豐(台灣)商業銀行股份有限公司介紹信 Letter of Introduction from any HBTW branch
- 現為匯豐(台灣)商業銀行分行之客戶 Existing account holder of another HBTW branch (Account opened for more than 6 months)
分行 Branch _____ 帳號 Account No. _____
- 由匯豐(台灣)商業銀行分行經理級以上員工介紹 Referred by existing HBTW staff (Executive level and/or above)
員工姓名 Staff Name _____ 部門 Department _____ 員工簽署 Staff Signature _____

申請人同意並授權 貴行於接獲由申請人申請之新臺幣支票存款帳戶所開立之支票提示後，依申請人於該支票背面指示之金額，於該支票之付款日，自所指定之申請人新臺幣活期存款帳戶中轉帳至該支存帳戶逕行付款。申請人(亦即下述條款中所稱之支票存款戶)並同意接受下述支票存款約定書補充條款及匯豐(台灣)商業銀行股份有限公司總約定書中條款之規範。**The Applicant hereby agrees and authorizes HSBC to debit the amount instructed by the Applicant on the reverse of the specific cheque from the Applicant's New Taiwan Demand Deposit Account to the New Taiwan Dollar Cheque Account on the Bank's payment day after presentation of the cheque for payment. The Applicant (The checking account holder or "Depositor") also agrees to accept and be bound by Supplement to the HSBC General Agreement for Accounts And Services below and the General Agreement for Accounts and Services by HSBC.**

支票存款戶(以下簡稱甲方)，與匯豐(台灣)商業銀行股份有限公司(以下簡稱乙方)，茲就雙方支票存款往來約定書，補充有關處理退票及拒絕往來事項之約定條款(以下簡稱本條款)如下，以資遵守：

第一條(定義)

本條款所用名詞定義如下：

- 「退票」：指金融業者對於提示之票據拒絕付款，經填具退票理由單，連同票據，退還執票人之謂。
- 「清償贖回」：指對於存款不足、發票人簽章不符、擅自指定金融業者為本票之擔當付款人或本票提示期限經過前撤銷付款委託等理由所退還票據及其退票理由單，由支票存款戶以清償票款等消滅票據債務之方法予以贖回之謂。
- 「提存備付」：指存款不足退票後，支票存款戶將票款存入辦理退票之金融業者，申請列收「其他應付款」帳備付之謂。
- 「重提付訖」：指退票後重新提示，於支票存款帳戶或其他應付款帳戶內付訖之謂。
- 「註記」：指支票存款戶如有退票紀錄、清償贖回或其他涉及其票據信用之事實，由票據交換所予以註明，備供查詢之謂。
- 「終止擔當付款人之委託」：指金融業者終止受託為支票存款戶所簽發本票之擔當付款人之謂。
- 「拒絕往來」：指金融業者拒絕與票據信用記錄顯著不良支票存款戶為支票存款往來之謂。

第二條(開戶審查與開戶資料變更)

甲方開戶時，應填具印鑑卡及票據領取交付乙方，經乙方向票據交換所查詢甲方之票據信用情形，並認可後發給空白票據。

印鑑卡上資料如有變更，甲方應即書面通知乙方，如擬變更印鑑，甲方須重填印鑑卡。

甲方如為法人戶，其名稱或負責人變更，而未依前項約定辦理時，於乙方發現該項情事並通知甲方辦理變更手續，逾一個月未辦理者，乙方得終止支票存款往來契約，並通知甲方結清帳戶。

第三條(本票)

甲方簽發由乙方所發給載明以乙方為擔當付款人之本票時，由乙方自甲方名下之支票存款戶內代為付款。

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(見票即付之本票，自發票日起算)三年之內，且甲方未撤銷付款委託，亦無其他不得付款之情事者，乙方仍得付款。倘因帳戶內存款不足或發票人簽章不符，致甲方所簽發之本票退票時，其退票紀錄與支票之退票紀錄合併計算。

第四條(手續費)

甲方簽發之票據，因存款不足而退票時，乙方得向甲方收取手續費。前項手續費，不得逾越票據交換所向乙方所收取手續費之百分之一百五十。

第五條(註記)

甲方於其簽發之支票或以乙方為擔當付款人之本票退票之次日起算三年內，有清償贖回、提存備付、重提付訖或其他涉及票據信用之情事者，得向乙方申請核轉票據交換所依「支票付款戶票信狀況註記須知」辦理註記。

第六條(限制或停止發給空白支票、本票)

甲方如有下列情事之一者，乙方得限制發給空白支票及空白本票：

一、已發生存款不足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。

二、使用票據有其他不正常之情事者。

乙方為前項限制時，應以書面告知限制之理由；對於限制理由，甲方認為不合理時，得向乙方提出申訴。

甲方在乙方開立之存款帳戶被扣押時，乙方得停止發給空白支票及空白本票，但被扣押之金額經乙方如數提存備付者，不在此限。

第七條(終止擔當付款人之委託)

甲方在各地金融業者所開立之支票存款帳戶，因簽發以金融業者為擔當付款人之本票，於提示期限經過前撤銷付款委託，經執票人提示所發生之退票，未辦妥清償贖回、提存備付或重提付訖之註記，一年內達三張時，乙方得自票據交換所通報日起算，予以終止為甲方擔當付款人之委託三年。

前項情形乙方終止受甲方委託為擔當付款人時，甲方應於乙方通知後之一個月內，返還剩餘空白本票。

第八條(拒絕往來)

甲方在各地金融業者所開立之支票存款戶，因下列情事之一所發生之退票，未辦妥清償贖回、提存備付或重提付訖之註記，一年內合計達三張，或因使用票據涉及犯罪經判刑確定者，乙方得自票據交換所通報日起算，予以拒絕往來三年。

一、存款不足。

二、發票人簽章不符。

三、擅自指定金融業者為本票之擔當付款人。

前項各款退票紀錄分別計算，不予併計。

第九條(終止支票存款往來約定之處理)

甲方被列為拒絕往來戶，或因其他情事終止支票存款往來之約定時，甲方應於乙方通知後之一個月內，結清帳戶並返還剩餘空白支票及本票。

第十條(公司重整之暫予恢復往來)

甲方如為公司組織，於拒絕往來期間屆滿前，經法院裁定准予重整後，得向乙方申請核轉票據交換所辦理重整註記；經重整註記者，乙方得暫予恢復往來。前項公司在暫予恢復往來之日起至原拒絕往來期間屆滿前再發生存款不足退票，乙方得自票據交換所再通報之日起算，予以拒絕往來三年。

第十一條(請求恢復往來)

甲方如經拒絕往來而有下列情事之一，經乙方同意後，得恢復往來並重新開戶：

一、拒絕往來期間屆滿。

二、構成拒絕往來及其後發生之全部退票，均已辦妥清償贖回、提存備付或重提付訖之註記。

第十二條(彙整資料及提供查詢)

甲方同意乙方以票據交換所為彙整退票紀錄及拒絕往來資料處理中心，並同意該所將甲方之退票紀錄、被列為拒絕往來戶及其他有關票據信用之資料，提供予他人查詢。

第十三條 本支票存款約定書補充條款之中文與英文本如有文意兩歧，應以中文本為準。

本條款如有未盡事宜，悉依有關法令辦理。

申請人簽署 Applicant's Authorised Signature(s)/Chop(s)

銀行專用 For Bank Use Only

S.V.： _____

Processed by： _____

Approved by： _____

(簽署樣式需與印鑑卡授權簽名相同 Signing instruction should match signature card)

pfslia-003R2

The checking account holder("Depositor") and HSBC Bank (Taiwan) Limited ("Bank") hereby agree as follows with regard handling of Dishonored Negotiable Instruments and rejected account records shall supplement the general agreement/account opening T&C for checking accounts between the Bank and the Depositor:

Article 1 Definitions

As used in this Supplement:

1. "Dishonored Negotiable Instruments" shall mean negotiable instruments on which a financial institution has refused to make payment and returned together with a completed dishonored slip.
2. "Redemption" shall mean redemption by payment of the amount due or the like by the Depositor of a Dishonored Negotiable Instrument due to insufficient funds, incorrect chops or signatures, designation of a financial institution acting as paying agent for promissory notes without the agreement of such financial institution or the Depositor's withdrawal of payment instructions prior to expiry of the period for presentation the promissory notes.
3. "Reserve for Payment" shall mean deposit of the amount of a Dishonored Negotiable Instrument with the financial institution handling the Dishonored Negotiable Instruments with a request to hold same as "other payables".
4. "Re-Presentation and Payment" shall mean re-presentation of a Dishonored Negotiable Instrument and payment thereon from the checking account or "other payables" account.
5. "Record" shall mean recordation by the Clearing House of dishonors, Redemptions and other facts relevant to a Depositor's credit on negotiable instruments available for inquiry.
6. "Termination of Mandate as a Paying Agent" shall mean termination of a financial institution's mandate to act as paying agent for a promissory note.
7. "Account Rejection" shall mean refusal by a financial institution to handle transactions through a checking account regarding which the Depositor has a bad record.

Article 2 Account Opening Reviewing and Change of Account Opening Data

When the Depositor opens an account, he/she/it shall fill out the signature card and the receipt for checks and deliver same to the Bank. After the Bank checks with the Bills Clearing House, the Bank shall deliver blank checks to the Depositor.

In the event that the data contained in the signature card is changed, the Depositor shall immediately notify the Bank in writing. If the Depositor intends to change the chop, the Depositor shall fill out a new signature card.

In the event that a Depositor which is a legal entity changes its name or its responsible person and fails to comply with the preceding paragraph, and fails to cure such failure within one (1) month after the Bank discovers the failure and so notifies to the Depositor, the Bank may terminate the agreement for checking account transactions and notify the Depositor to close the account.

Article 3 Promissory Note

In the event that a promissory note is issued by the Depositor and the Bank is designated as paying agent, the Bank shall pay the amount due from the checking account of the Depositor.

If the promissory note is presented after expiry of the presentation period but within three (3) years from the expiry date of such promissory note, the Bank shall honor the note (if the promissory note is a promissory note payable on demand, the above three (3) year period shall run from the issue date) so long as the Depositor has not withdrawn his/her/its order of payment and no other circumstances prohibit the Bank from making payment. If the promissory note issued by the Depositor is dishonored due to insufficient funds or incorrect chops or signatures, the fact of such dishonored promissory note shall be recorded together in the Depositor's Record.

Article 4 Handling Fees

When a negotiable instrument issued by the Depositor is dishonored due to insufficient funds, the Bank may collect handling fees from the Depositor.

The handling fees described in the preceding paragraph shall not exceed one hundred and fifty percent (150%) of the handling fees that the Bills Clearing House collects from the Bank.

Article 5 Record

In the event that the Depositor has made a Redemption, the Depositor has deposited a Reserve for Payment, there has been Re-Presentation and Payment, or other matters occur related to the Depositor's credit on negotiable instruments within three (3) years after the date on which checks drawn by the Depositor or promissory notes on which the Bank is a paying agent are dishonored, the Depositor may request the Bank to approve and transfer to the Bills Clearing House for recordation such fact in accordance with the "Guidelines for the Registration of Depositors' Credit on Negotiable Instruments".

Article 6 Limitation or Suspension on Provision of Blank Checks or Promissory Notes

If any one of the following circumstances exists with regard to the Depositor, the Bank may withhold the issuance of blank checks and promissory notes:

1. the occurrence of Dishonored Negotiable Instruments due to insufficient funds or the Depositor's making frequent Redemptions or frequent deposit of Reserves for Payment or Re-Presentation and Payments after negotiable instruments are dishonored; or

2. Other abnormal situations occur related to negotiable instruments.

The Bank shall state the reason for such withholding in writing; with respect to the reason of such withholding and the Depositor may raise objections if the Depositor deems such withholding unreasonable.

In the event that Depositor's deposit account with the Bank is attached, the Bank may suspend the provision of blank checks and promissory notes. However, the preceding provision shall not apply if a Reserve for Payment of the attached amount has been deposited with the Bank.

Article 7 Termination of the Mandate as a Paying Agent

In the event that promissory notes issued by the Depositor drawn of the Depositor's checking account with all financial institutions are dishonored due to withdrawal of the authorization of the financial institution designated as paying agent prior to expiring of the period for presentation, and the number of such dishonored promissory note on which Redemption, Reserve for Payment or Re-Presentation and Payment has not been made is not less than three (3) during the past one (1) year, the Bank may terminate the Depositor's mandate to designate the Bank as a paying agent for a period of three (3) years commencing from the date the Bills Clearing House declares [the dishonors].

If the Bank terminates the Depositor's mandate to designate the Bank as a paying agent, the Depositor shall return the remaining blank promissory notes to the Bank within one month after receiving the Bank's notice to do so.

Article 8 Rejected Account Records

In the event that negotiable instruments drawn on the Depositor's checking accounts with all financial institutions are dishonored due to the existence of one of the following circumstances and the number of such dishonored checks on which Redemption, Reserve for Payment or Re-Presentation and Payment has not been made is not less than three (3) during the past one (1) year, or the Depositor is sentenced for commission of a crime related to using negotiable instruments, the Bank may reject the Depositor's account for a period of three (3) years commencing from the date the Bills Clearing House declares [the dishonors]:

1. Insufficient funds;
2. Incorrect chops or signatures of the issuer;
3. Designation of a financial institution to act as paying agent for a promissory notes without the agreement of such financial institution.

The Records for each item in the preceding paragraph shall be calculated separately and not in aggregate.

Article 9 Termination

If the Depositor's account has been rejected, or the agreement for checking deposits has, for any other reason, been terminated the Depositor shall close the account and return all unused blank checks and promissory notes to the Bank within one month after receipt of the Bank's notice to do so.

Article 10 Temporarily Resumed Transactions upon Company Reorganization

If the Depositor is a company which has obtained an approval for reorganization from a court before the period of Account Rejection has expired, the Depositor may request the Bank's approval and transfer to the Bills Clearing House to make a recordation of reorganization; the Bank may temporarily resume transactions [with the Depositor] if the reorganization is recorded.

In the event a negotiable instrument is dishonored due to insufficient funds after the date of temporary resumption of transactions but before the expiry date of the initial Account Rejection, the Bank may reject the Depositor's account effective for a period of three (3) years commencing from the date on which the Bills Clearing House declares [dishonors].

Article 11 Request for Resumption of Transactions

In the event that any of the following circumstance exists with respect to a Depositor subject to an Account Rejection, the Depositor may, with the Bank's consent, open a new account and resume transaction:

1. The period for Account Rejection has expired; or
2. Recordation of the Redemption, Reserve for Payment, or Re-Presentation and Payment of all Dishonored Negotiable Instruments which gave rise to the Account Rejection and all Dishonored Negotiable Instruments dishonored thereafter.

Article 12 Maintenance of Data and Inquiries

The Depositor agrees that the Bank may use the Bills Clearing House as a data center for maintaining Records and rejected account records. The Depositor also agrees that such Bills Clearing House may make the Depositor's Record and rejected account record and all other data related to the Depositor's credit on negotiable instruments available for third party's inquiries.

Article 13 If there is any inconsistency in meaning between the English and Chinese version, the Chinese version shall govern.

Matters not specified in this Supplement shall be handled in accordance with relevant laws and regulations.

(Please sign on the Chinese Version)