

## 黃金存摺往來約定事項(108.01 版)

### Terms and Conditions of Gold Passbook Transaction (10801 Version)

- 一、掛牌單位：以 1 公克黃金為基本掛牌單位，重量之換算計算至小數點第 2 位(第 3 位以下四捨五入)，由 貴行每一營業日訂定其買進和賣出價格並掛牌之。

Quoted Unit: 1 gram as basic quoted unit. The conversion of weight shall be calculated to the second decimal place (rounding to the nearing second decimal place). The Bank will publish the quoted selling price and buying price on each business day.

- 二、開戶及買進：

#### Opening Account and Buying

- (一) 立約人於填具印鑑卡並辦理開戶後，由 貴行開具存摺，經有權人員簽章後，交予立約人收執，以登載黃金買進、回售、轉帳及提領黃金現貨等交易資料。

Upon Applicant' s processing opening account and filling specimen of seals, the Bank will issue passbook signed by authorized officer and deliver to Applicant, in order for recording transaction information as to gold buying, selling back, transfer, and withdrawal of spot gold, etc.

- (二) 立約人買進黃金存入本帳戶時，應填具黃金存摺買進憑條，簽蓋原留印鑑，按買進當時 貴行掛牌賣出價格繳交買進黃金價款。

Where Applicant buys gold to deposit into this account, Applicant shall complete gold passbook buying slip affixing originally registered seals and pays the gold buying amount based on the **selling price** quoted by the Bank at the time of buying.

- (三) 除定期定額投資外，每次買進之黃金數量不得低於基本掛牌單位，並應為基本掛牌單位的整倍數。

Except for dollar-cost averaging investment, the quantity of gold bought each time shall not be below basic quoted unit and shall be integral multiples of basic quoted unit.

- (四) 立約人買進黃金存入時，得以現金或自其新臺幣活期(儲)或綜合存款帳戶內扣取價款。

Applicant may buy gold for depositing by cash or by debit from

Applicant' s demand (saving) deposit account or composite deposit account.

- (五) 立約人同意 貴行得委請臺灣銀行代為保管買進存入本帳戶之黃金。

Applicant agrees that the Bank may subcontract Bank of Taiwan for custody of gold bought and deposited into this account by Applicant.

- (六) 立約人嗣後各項交易悉依本約定事項辦理，提領黃金現貨時亦應依第六點第(三)款補繳差額及運輸費用。

Applicant' s further processing of all kinds of transactions shall be in accordance with this Terms and Conditions, and Applicant' s withdrawal of spot gold shall pay amount of differential and transportation cost under paragraph (3) of Article 6.

- (七) 立約人以定期定額投資或單筆買進黃金存入時，若未持存摺辦理，應於嗣後辦理存摺補登，如累計未補摺之交易筆數達 99 筆時，貴行有權將該等交易加總併記後以總數登載於存摺。

Where Applicant makes gold deposit under dollar-cost averaging investment or a lump sum buying, if Applicant does not process by passbook, Applicant shall further make up the passbook. If Applicant fails to make up the passbook for transactions over than 90 times, the Bank is entitled to accumulated those unrecorded transactions and only indicate the total accumulated amount on the passbook.

- 三、定期定額投資：立約人辦理定期定額投資買進黃金者，各項事宜悉依 貴行「黃金存摺定期定額投資申請/異動約定條款」辦理。

Dollar-Cost Averaging Investment

Applicant' s processing of buying gold under dollar-cost averaging investment shall be in accordance with the Bank' s “Terms and Conditions of Application/Change for Gold Passbook Dollar-Cost Averaging Investment” .

- 四、回售：

Selling Back

- (一) 立約人回售黃金時，應持存摺並填具黃金存摺回售/轉帳憑條，簽蓋原留印鑑，按回售當時 貴行掛牌買進價格向貴行辦理回售。

Where Applicant processes selling back of gold, Applicant shall present passbook and complete gold passbook selling back/transfer slip affixing originally registered seals, based on the quoted **buying price** of the Bank at the time of selling back.

- (二) 立約人每次回售黃金數量不得低於基本掛牌單位，並應以基本掛牌單位之整倍數交易，但將帳戶餘額全數回售或結清銷戶者，不在此限。

The quantity of Applicant' s each selling back of gold shall not be below the basic quoted unit and shall be transacted on the integral multiples of basic quoted unit, except for selling back all remaining gold in account or clearing and closing of account.

- (三) 立約人回售黃金之價款得以存入本人在 貴行開立之約定帳戶或提領現金，如以提領現金方式時，須依稅法相關規定繳納印花稅。

The payment received for selling back of gold may be transferred into Applicant' s designated account in the Bank or by withdrawal of cash. If Applicant wishes to process by withdrawal of cash, Applicant shall pay stamp taxes in accordance with relevant tax laws.

- 五、轉帳：立約人持存摺，填具黃金存摺回售/轉帳憑條(須簽蓋原留印鑑)並指定黃金存摺轉帳帳號，得將黃金轉帳至 貴行其他黃金存摺帳戶。

Transfer

Applicant may transfer gold into other gold passbook account in the Bank by presenting passbook and completing gold passbook selling back/transfer slip (affixing originally registered seals) and designating gold passbook payee transfer A/C No.

- 六、提領黃金現貨：

Withdrawal of Spot Gold

- (一) 立約人欲提領黃金現貨時，應先洽原開戶單位，洽商欲提領黃金現貨之規格、數量，並約定提貨日期，俾憑備貨。

Where Applicant wishes to withdraw spot gold, Applicant shall contact the branch originally opened account for the specification, and quantity of spot gold for withdrawal, and for arranging the date of withdrawal, in order for preparation by the Bank.

- (二) 立約人提領黃金現貨時，應持印鑑及存摺，填具黃金存摺提領現貨憑條，向 貴行原開戶單位辦理。

Where Applicant withdraws spot gold, Applicant shall present passbook and originally registered seals and complete spot gold withdrawal slip, processing with the branch originally opened account.

- (三) 提領之現貨，以 貴行提供之固定規格黃金條塊為限，並應繳交「應補繳差額」，該項差額係按提領當時黃金條塊賣出價格與等量黃金存摺掛牌賣出價格計算之差額；另須依貴行公告之報價依次繳付黃金現貨自臺銀運送至本行之運輸費用。

The spot gold withdrawn by Applicant shall be the gold bar under fixed specification as provided by the Bank. The Applicant shall pay “the differentials for making up”, and such differentials is the differences calculated between selling price of gold bar and quoted selling price of gold passbook at the time of withdrawing spot gold. Also, for each withdrawal, the Applicant shall pay the transportation cost of transporting spot gold from Bank of Taiwan to the Bank in accordance with the quoted price published by the Bank.

- (四) 黃金條塊一經提領後，不得再行存入或回售 貴行。

The gold bar once being withdraw, may not be deposited into or sold back to the Bank.

- 七、手續費：悉依 貴行收費標準計收，並得視業務需要調整收費標準或內容，逕公告於營業處所明顯處或於網站上公開揭示。

#### Commission

The fee charged shall be in accordance with the fee schedule published by the Bank, and the Bank is entitled to adjust the fees or content where necessary for business, provided that the Bank shall post on the obvious place in the offices or publish on the website.

- 八、立約人所開立之黃金存摺約定帳戶如係為綜合存款項下之活存或活儲，其餘額如不足支付立約人買進價款或定期定額投資款項時，則由 貴行自動就定存、定儲設質總額九成限度內墊付，墊付金額即為立約人向 貴行之借款，不另立借據。前項借款期間，不得超過借款當時已設質定存或定儲之最後到期日。倘立約人欲暫停綜合存款質借功能，應向 貴行提出申請，並以書面約定之。

Where the account designated by Applicant of gold passbook is demand deposit account or demand saving account under composite deposit account, if the balance of such account is not enough to pay amount for buying gold or payable for dollar cost averaging investment, the Bank will automatically make advance payment within 90% of pledged amount of time deposit or time saving deposit, and the advance payment is loan from the Bank to Applicant, without signing separate loan agreement. The aforesaid loan period shall not exceed the final expiry date of pledged time deposit or time saving deposit at the time of making loan. If Applicant wishes to suspend the function of loan by pledge of composite deposit, Applicant shall apply with the Bank and arrange in writing.

- 九、結清銷戶：本存摺帳戶餘額為零且無約定定期定額投資，得結清銷戶，並應由立約人本人親自至原開戶單位辦理；如無法親自辦理而委任代理人為之時，應出具授權書及可資確認本人及代理人身分之證明文件。

#### Clearing and Closing of Account

Where the balance of this passbook account is 0 and no arrangement for dollar-cost averaging investment, Applicant may clear and close account by personally processing in the branch originally opened account, provided that if Applicant is not available to process personally, Applicant may authorize the agent to process on behalf of Applicant by presenting Power of Attorney and ID certificates of Applicant and agent.

- 十、更正：立約人領用之存摺每頁均有頁次，立約人不得撕去或自行填寫塗改。存摺上支出存入明細或結存餘額或立約人查詢所得之餘額如與 貴行帳載資料不符時，以 貴行帳載之金額為準。但經核對 貴行提出之交易記錄，確為 貴行記載錯誤，並經 貴行查證屬實者，貴行應即更正之。

#### Correction

Each page of the passbook received by Applicant incorporates numbers which may not be torn off nor filled by Applicant. If there is discrepancy between the transaction details or balance listed on the passbook or balance searched by Applicant, and the record of the Bank, the record of the Bank shall prevail, provided that if the transaction records can be proved to be wrongfully recorded through verification by the Bank, the Bank shall rectify immediately.

- 十一、存摺內所記載單價資料係每筆交易之價格，並不代表帳戶內黃金餘額之價值。

The unit price information listed on the passbook is the price of each transaction which does not represent value of balance of gold in the account.

- 十二、本存摺帳戶不計算利息。

There is no calculation of interest for this passbook account.

- 十三、黃金存摺非屬存款保險條例規定之標的，不受存款保險保障。

The gold passbook is not the insured items under Deposit Insurance Regulation, and is not protected under deposit insurance.

- 十四、本存摺表彰之權利不得轉讓或質押予第三者。

The right under this passbook may not be transferred nor pledged to the third parties.

- 十五、存摺、印鑑遺失或毀損：立約人應妥善保管存摺及原留印鑑，如有遺失、滅失、被竊或其他情事脫離占有時，應以電話或於營業時間內親自向貴行辦理掛失止付，未辦妥掛失手續前，如發生黃金已被回售、提領或其他處分時，其損失概由立約人自行負擔。

Lost or Impairment of Passbook or Seals

Applicant shall keep the passbook and seals safely. If there is any lost, impairment, stolen or lost of possession situation happened, the Applicant shall immediately apply by phone or personally within business hours process for lost report and stop payment procedure with the Bank, provided that prior to completion of lost report and stop payment procedure, if the gold in the account had been sold back, withdraw, or made other disposition, all losses shall be assumed by Applicant.

- 十六、立約人辦理黃金存摺各項事宜，如有涉及贈與、繼承及應繳稅捐等情事，悉由立約人或其繼承人自行申報與負擔。

Where Applicant processes matters in respect with gold passbook, if there is involving gift, inheritance, and any payable taxes, Applicant or his heirs shall be responsible for reporting and paying taxes.

- 十七、投資風險:國際黃金價格有漲有跌，投資黃金可能產生本金收益或損失，立約人自行審慎判斷投資時機並承擔投資風險，最大可能損失為買進金額之全部。

Risk of Investment

There is fluctuation in international prices of gold. There is possible profit or loss of principal for investment of gold. Applicant shall prudently determine the timing of investment and assume risks of investment. The greatest possible loss is full amount of buying price.

- 十八、立約人與 貴行往來期間，如遇 貴行或他人聲請假扣押、假處分、強制執行或其他保全處分，貴行得逕行終止本約定書，並依法辦理後續事宜；若發生前述事項，致立約人之任一借款視為全部到期，貴行得將所寄存於本存摺內之黃金全數期前清償(立約人同意貴行得依貴行之牌告買進價格辦理回售)，並將期前清償之款項抵銷立約人對貴行所負之一切債務，如有剩餘金額，貴行得將剩餘金額轉入立約人於 貴行開立之存款帳戶。

本行前項抵銷之意思表示，自登帳扣抵時即生抵銷之效力。同時本行發給立約人之存摺簿所載黃金數量，於期前清償之範圍內失其效力。

During transaction between Applicant and the Bank, if there is preliminary injunction, enforcement or other injunction procedures initiated by the Bank or other parties against Applicant, the Bank is entitled to terminate this Contract and further process under the related laws. If any occurrence of the aforesaid events results for any loan of Applicant being deemed as earlier termination, the Bank is entitled to settle all the gold deposited in this account (and Applicant agrees that the Bank may process selling back on the quoted buying price published by the Bank), and set off all of Applicant's debts to the Bank. If there is amount in remaining, the

Bank may transfer the remaining amount into Applicant's deposit account in the Bank. The set-off mentioned above is effective at the time of recording for deduction, and the quantity of gold listed on the passbook issued by the Bank shall be invalid within extent of earlier settlement and set-off.

十九、立約人同意 貴行為防制洗錢及打擊資恐之目的，依據我國之「洗錢防制法」、「資恐防制法」等相關規定，進行以下管理措施：

Applicant agrees that in order to perform the AML and CFT procedure, if there is any occurrence of the following situation by Applicant, the Bank is entitled to take the following measures:

(一) 貴行如發現立約人或相關聯人為受經濟制裁、外國政府或國際洗錢防制組織認定或追查之恐怖分子或團體，貴行得拒絕業務往來或逕行關戶。

Where the Bank found that Applicant is a target sanctioned under the Terrorism Financing Prevention Act, or a terrorist or terrorist group identified or investigated by a foreign government or an international organization, the Bank is entitled to immediately refuse any business transactions or close the account.

(二) 立約人不配合定期審視、對交易之性質與目的或資金來源不願配合說明，貴行得暫時停止交易，或暫時停止或終止業務關係。

Where Applicant refuses to cooperate with the Bank for regular viewing and refuses to clarify as to purpose or source of fund, the Bank is entitled to suspend transactions, or suspend or terminate any business relationship.

(三) 貴行如發現立約人為指定制裁之個人、法人或團體，貴行將禁止立約人對其金融帳戶、通貨或其他支付工具，為提款、匯款、轉帳、付款、交付或轉讓；或對立約人所有財物或財產上利益，為移轉、變更、處分、利用或其他足以變動其數量、品質、價值及所在地之行為，貴行亦將停止為立約人收集或提供財物或財產上利益。



If the Bank found that Applicant is an individual, legal entity or organization under sanction, the Bank is entitled to suspend the Applicant' s use of bank account, currencies or other payment instruments for withdrawal, remittance, transfer, payment, delivery or transfer, or as to Applicant' s property or interest on property, to suspend the Applicant' s transfer, change, disposition, use, or other acts capable to change its quantity, quality, value or location on such property or interest of property. The Bank is entitled to suspend collecting or providing interest of properties for Client.

二十、依「金融機構執行共同申報及盡職審查作業辦法」(下稱本辦法)規定，貴行應蒐集及申報有關帳戶持有人(即立約人)稅務居住者身分之特定資訊。本辦法係依「稅捐稽徵法」第5條之1第6項訂定，其內容參考經濟合作暨發展組織發布之「共同申報及盡職審查準則」。貴行依法須取得立約人之自我證明文件，以辨識立約人為稅務居住者之國家/地區。貴行依法得將立約人所提供之身分證明資料及該帳戶其他資訊提供中華民國稅捐稽徵機關，經由政府間協定進行稅務目的金融帳戶資訊交換，提供予他方國家/地區稅捐稽徵機關。立約人所提供之身分證明資料將持續有效，倘狀態變動(例如立約人之稅務居住者身分變動)致所填資訊不正確或不完整，立約人應通知貴行，並更新相關資料。立約人不配合貴行依主管機關規定進行資料更新時，貴行得暫時停止交易，或暫時停止或終止業務關係。

According to “Regulations Governing the Implementation of the Common Standard on Reporting and Due Diligence for Financial Institutions” (hereinafter called “this Regulation” ), the Bank shall collect and report the specific information regarding account holder' s (ie Applicant' s) tax residential identity. This Regulation is promulgated under the 6<sup>th</sup> paragraph of Article 5-1 of Tax Collection Act, with content referring to “Common Reporting Standard” as published by Organization for Economic Co-operation and Development. The Bank shall obtain self-certification document from Applicant, in order to identify Applicant' s tax

residential country/region. According to related laws, the Bank may provide Applicant's identification information and account information to ROC tax authorities, and through inter-governmental agreements to proceed with exchange of global financial information, and provide to tax authorities of other countries/regions. The ID certificate information provided by Applicant shall be valid at all time, and if there is any change (such as change to Applicant's tax residential identity) which resulting for inaccuracy or incompleteness of information previously filled, Applicant shall immediately notify the Bank and update related information. If Applicant fails to cooperate with the Bank for updating information pursuant to regulations of competent authorities, the Bank is entitled to suspend transactions, or suspend or terminate business relationship with Applicant.

- 二十一、 貴行對立約人所為之通知或函件(含 e-mail)，依立約人於貴行留存之地址或其最後以書面指定之地址郵寄後，經通常之郵遞期間，即視為已送達於立約人。

For any notice or letter (including e-mail) by the Bank to Applicant, once the Bank mails to the address registered in the Bank or lastly designated by Applicant, it is deemed as legally delivered after the usual period for mailing.

- 二十二、 立約人(含負責人)同意 貴行於符合營業登記項目或章程所定業務及本約定書所告知之範圍內，得對立約人個人資料予以蒐集、處理、利用及國際傳輸。

Applicant (including responsible person) agrees that the Bank may collect, process, use and internationally transmit Applicant's personal information within the extent of registered business items or business listed in By-Laws and informed under this Contract.

- 二十三、 立約人同意有關本約定書各項業務(含對帳單之印製寄發)，貴行得委託第三人或與其他機構合作辦理，惟 貴行應善盡資料安全控管之責任。

Applicant agrees that the Bank may subcontract the related business under this Contract (including printing and sending of statement) to the third parties or other cooperative institutions, provided that the Bank shall be responsible for security and control

of information.

- 二十四、立約人同意本約定書有異動時，貴行應以顯著方式於營業場所或網站公開揭示，立約人如不同意異動條款時，得終止本約定書或部分服務項目，但終止前立約人所為交易帳款及其他衍生之債務人仍負清償責任。

Applicant agrees that if there is any change to this Contract, the Bank may publish on the website or in the business places of the Bank in obvious ways. If Applicant does not agree to such change, the Bank may terminate this Contract or partial service items, provided that any payables resulting from transactions prior to termination and other debts resulting therefrom, Applicant is still responsible for settlement.

- 二十五、其他未盡事宜，悉依相關法令規定辦理。

Any issue not stipulated in this Contract shall be processed in accordance with applicable laws.

- 二十六、雙方同意如因本約定書涉訟時，適用中華民國法令，並以立約所在地之法院為第一審管轄法院，但法律有專屬管轄之規定者，從其規定。

The Parties agree that any dispute arising out of or in connection with this Contract shall be governed by the laws of ROC, and the Parties agree to be submitted to the jurisdiction of the city where this Contract being entered into, provided that if there is requirement of exclusive jurisdiction under applicable laws, such exclusive jurisdiction requirement shall prevail.

### **黃金存摺通售密碼暨約定帳戶約定條款**

#### **Terms of Gold Passbook Universal Selling PIN and Designated Accounts**

- 一、立約人於貴行辦理黃金存摺回售、轉帳或提領黃金現貨交易時，應於貴行指定設備輸入約定之通售密碼，輸入密碼連續錯誤達三次時，即停止交易，應由立約人(法人戶為負責人)憑身分證明文件、存摺、原留印鑑親至營業單位辦理通售密碼重設。

Where Applicant processes gold passbook selling back, transfer or

withdrawal of spot gold in the Bank, Applicant shall enter universal selling PIN in the equipment designated by the Bank. If Applicant enters wrong PIN for three successive times, the transaction will be suspended, and Applicant (the responsible person for legal entity account) shall process personally for resetting of universal selling PIN with the branch originally opened account by presenting ID certificates, passbook and originally registered seals.

- 二、立約人於 貴行各聯行(非原開戶行)辦理黃金存摺回售、轉帳交易時，每日累計單位數依照 貴行有關規定之變更而調整。

Where Applicant processes gold passbook selling back, transferring transaction in affiliated branches of the Bank (rather than branch originally opened account), the daily accumulated maximum quantity of units will be adjusted subject to change of related regulations of the Bank.

- 三、貴行電腦印鑑系統發生故障時，暫停 貴行各聯行辦理黃金存摺各項交易，惟立約人得前往開戶行辦理。

If there is malfunction in the Bank's seals verification computer system, the processing of gold passbook relevant transactions will be suspended, provided that Applicant may process in the branch originally opened account.

- 四、立約人通售密碼變更、遺忘或有洩漏之虞時，應即向營業單位辦理重設或變更通售密碼手續，變更前如發生冒領情事，由立約人自行負責。

If Applicant's universal selling PIN be changed, forgotten, or possibly disclosed, Applicant shall immediately process procedure of resetting or changing universal selling PIN with the Bank, provided that prior to such change, if there is any occurrence of falsely withdrawal by the third parties, the related losses shall be assumed by Applicant.

- 五、立約人約定之約定帳戶得向 貴行申請變更(限與黃金存摺相同身分證號/統一編號之帳戶)，變更前約定之約定帳戶交易仍屬有效。

The designated account arranged by Applicant may be changed through application with the Bank (only changing to the accounts under name of Applicant with the same ID No. or Tax ID No.), provided that the transactions with the designated account prior to such change is still

valid.

- 六、 貴行更改黃金存摺通售密碼暨約定帳戶約定條款相關規定，同意依 貴行公告之方式辦理。

For the Bank' s change of Terms of Gold Passbook Universal Selling PIN and Designated Accounts, the Applicant agrees to process in accordance with the changed regulation as published by the Bank.

- 七、 本約定條款未盡事宜，悉依有關法令辦理。

Any issues not stipulated in this Terms, shall be processed in accordance with the applicable laws.