

# 兆豐國際商業銀行



承租人姓名:

箱型箱號:

## 保管箱租用契約

本契約書於中華民國 年 月 日經承租人攜回審閱。(審 閱 期 間 五 日 )
保管箱承租人:
立約人
保管箱出租人:兆豐國際商業銀行股份有限公司
承租人向出租人租用位於(地址)
之 型 組第 號保管箱壹個,雙方約定遵守下列各條款:
第一條(契約之性質)
本保管箱之利用關係為租賃。
第二條(對價及繳付方式)
承租人應依承租時出租人公告之租金費率標準或當事人特別約定之租金費率(以下簡稱費率),繳付租金及保證金。
(承租時出租人公告之費率標準為:租金:新臺幣 元,保證金:新臺幣 元)
承租人同意就下列方式之一擇一打「V」,租用保管箱: 一、□租金:新臺幣 元,及保證金:新臺幣 元(不得逾每期租金)。
二、□其他( )。
第三條(租用期限)
保管箱租用期限自民國 年 月 日起算,以壹年為一期。承租人於期滿時依本租 約約定方式繳足下期租金、保證金者,本租約自期滿之翌日起算展延一期,嗣後亦同。原
採繳付對價方式如經合意變更,均自變更日起重新起算租期,出租人如到期不續約,應於
三十天前以書面通知承租人。
第 四 條(對價之調整、補繳、退還及其他約定事項變更) 出租人如擬調整費率,應於契約到期三十日前,以書面或其他方式通知承租人自下一租期
起適用新費率,並應於新費率生效日六十日前,於出租人營業場所、網站公告新費率。
前項出租人之通知內容,應載明下列事項:
一、調整後之費率及繳納續約租金或應補繳或退還保證金之差額。 二、繳納或補繳之期限。(至少三十日以上)
出租人依第一項通知承租人後,承租人未於通知期限內繳足租金、保證金者,承租人自逾
期日起至繳納日止,依補繳當日出租人牌告基準利率加碼(年息百分之二),加計遲延利 息。遲延利息之計收,年息最多不得超過出租人牌告基準利率一倍。(基準利率為調整日
心。姓延利尼之前收,千思取多个行起迥出祖人牌音签华利华一倍。(签华利华為調金日 前二個營業日起往前取30日之金融業隔夜拆款平均利率加計固定加碼後進位至0.125%之倍
數,並依規定公告。)
出租人如變更本契約其他約定事項,應事先列明變更之內容,於營業場所、網站等處揭示 公告,並於契約到期三十日前通知承租人自下一租期起適用新契約條款或辦理換約手續。
出租人未為第一項或前項通知者,視為依原契約條件續約。但費率調降者,適用新費率。
第五條(繳款方式及轉帳授權約定)
承租人續租之保管箱租金、保證金繳款方式,請擇一勾選: 一、□轉帳扣款;
二、□自行繳納;
三、□其他(    )。
本契約每期應繳之租金及應補繳或退還之保證金差額,承租人委託出租人於到期時,就下 列三種方式之一,出租人得就承租人開立於出租人第 號帳戶存款,自
動轉帳代繳或將退款逕行存入,並以本契約為授權之證明:
一、□不通知承租人; 
二、□通知承租人後; 三、□通知承租人後,且承租人未於七日內通知出租人有關差額之退補方式。
(承租人加蓋存款原留印鑑)
( 驗印 )
第 六 條(保證金之扣抵)
系 穴 條 (保證金之扣板) 承租人因違反本契約約定致對出租人負有損害賠償責任者,於損害賠償金額確定時,出租
人於通知承租人後,得就所繳保證金扣抵,扣抵不足,仍由承租人負責補繳。
第 七 條 (承租人開箱手續) 承租人承租保管箱時應填具印鑑卡交付出租人,除出租人及承租人另有約定其他辨識方法
外,開啟保管箱及辦理其他保管箱往來事項時,均以印鑑卡上之留存印鑑為憑,該印鑑簽

第2頁,共8頁

樣如經偽造、變造或塗改而非肉眼所能辨認,如出租人已盡善良管理人注意義務仍認為相符者,其發生之損失,出租人不負賠償之責。

承租人開啟保管箱應憑保管箱開箱方式、前項約定之印鑑或其他辨識方法,並由承租人及 所有陪同進庫人員出具身分證明文件,經出租人核驗後會同開箱。除另有約定外,開箱後 出租人不得繼續會同辦理,其或存或取,概由承租人自理。

承租人應依前項約定開啟保管箱,除另有特別約定外,出租人不得拒絕。但入庫人數眾多時,出租人有權合理限定同時進庫開箱之人數及進庫時間。

第三人持有保管箱開箱方式及符合承租人原約定之辨識方法,申請開啟保管箱,除另有特 別約定外,雙方同意視同承租人本人申請開箱,出租人不得拒絕。

第八條(置放物之範圍與限制)

保管箱由承租人自行置放有價證券、權利證書、貴重物品、紀念品及其他物品文件等,但不得置放危險物品、違禁品、易爆易燃品、有礙公共安全或衛生物品、潮濕有異味與容易腐敗變質之物品、或任何可能損害出租人、其他承租人生命、身體、財產安全之物品。承租人違反前項規定,致損害保管箱或造成其他損害,或因而使出租人應對第三人負賠償責任者,承租人應賠償出租人因此所生之損害。

為避免危害公共安全,或因司法、警察機關調查犯罪之需要,出租人會同司法或警察機關依法搜索或扣押置放物,應通知承租人。

前項情形,如有急迫情事、妨害搜索、扣押等犯罪偵查作為之虞或無法通知者,得不通知承租人。但出租人於事後應即將其情形以書面通知承租人。

第 九 條 (保管箱鑰匙、門禁卡之持用、留存與保管)

保管箱鑰匙備有兩把,一把交承租人持用,一把由承租人與出租人共同加封後留存出租人,承租期滿退租時,承租人領用鑰匙應歸還出租人。

出租人於契約終止前,不得使用前項封存之鑰匙。但有第八條第三項、第十六條及第十九條情形者,不在此限。

保管箱門禁卡為單張,交由承租人持用,承租人得自行設定密碼或更換密碼。

承租人於退租時,應將領用之鑰匙、門禁卡歸還出租人。

承租人遺失或毀損鑰匙應付之必要費用新臺幣\_\_\_\_元,遺失或毀損門禁卡應付之必要費用新臺幣\_\_\_元,因而致出租人或第三人受有損害時並應由承租人負賠償責任。

在鑰匙、門禁卡辦妥掛失手續前,如已遭第三人以原留印鑑、遺失之鑰匙、門禁卡及電腦密碼冒用開箱,本行概不負責,因而致本行或第三人受損害時,承租人並應負賠償責任。

第 十 條(出租人之注意義務)

出租人對於保管箱及設置保管箱場所之安全、防護及修繕、開箱手續,應盡善良管理人之注意義務,但因天災、地變及其它不可抗力而致之損失,出租人不負賠償責任。

出租人提供保管箱及設置保管箱之場所,若未達主管機關所訂定之基本安全標準,或出租人對於進出開啟保管箱之作業手續未完全依照其所訂之作業規章和本契約約定之程序操作者,視為出租人未盡善良管理人之注意義務。

前項基本安全標準,附錄於本契約之後,而為本契約之一部,於該標準提高時,依新標準 適用,無須再行通知承租人。

第十一條(損害賠償責任)

因保管箱之設置或管理有欠缺,致承租人之置放物發生被竊、滅失、毀損或變質之損害者,雙方商定後同意依下列方式辦理,但依法律或雙方另有合意變更時不在此限:

- 二、承租人主張其損害逾前款金額,並經出租人同意者,由出租人按承租人主張之損害負金錢賠償之責,但最高賠償金額為新臺幣\_\_\_\_\_元(承租人: 簽音)。

承租人能提出具體之確證證明其所受損害逾前項第二款之金額者,仍得請求損害賠償。第一項第一款及第二款之金額,應由承租人及出租人個別商定,不得由出租人片面決定。

第十二條(承租人或其繼承人之通知義務)

承租人或其繼承人有下列情形之一者,應即以書面、出租人語音服務系統、專線電話或其 他約定方式通知出租人:

一、遺失鑰匙、門禁卡或變更密碼。

二、更換或遺失印鑑。

三、變更姓名。

四、承租人為法人團體,變更組織或代表人姓名。

五、因繼承開始或其他重大情事暫停保管箱之開啟者。

出租人於前項第一、二、五款通知到達後至承租人或其繼承人辦妥各項作業前,應停止本保管箱之開啟作業,如未停止因而致承租人或其繼承人之損害,應負賠償責任。

承租人或其繼承人未依第一項規定通知出租人時,因而所受之損害,出租人不負賠償責任。

第十三條 (租期屆滿未續租)

出租人得於租期屆滿前通知承租人,承租人應至出租人處,辦理續租或退租手續。 承租人於租期屆滿辦妥退租或續租手續並補付租金前,出租人得停止會同開啟保管箱。 逾期辦理退租者,自原到期日之次日起,至辦理退租手續之日或破封開箱之日止,依辦理 退租(或破箱)手續當日公告之租金費率為基準,按日計收逾期租金,並依第四條第三項利率計收遲延利息至辦理退租手續之日或領回破箱物品之日止。

第十四條(承租人終止契約之程序與租金之返還)

承租人得隨時終止契約,但應親自或以書面委託代理人至出租人處辦理。

承租人終止契約時應按月計付租金,不足一個月者,按日計收。

前項租金自承租人已付之租金、保證金中扣抵後,由承租人補付不足之差額,如有溢付者,於辦妥退租手續時,出租人應即無息退還溢付之租金、保證金。

第十五條 (出租人終止租約之事由及租金之返還)

出租人於有下列情形之一者,得以書面於三十日前通知承租人終止本契約:

一、出租人因修繕、遷移保管箱或結束保管箱業務時。

- 二、出租人依第四條第一項約定,催告承租人補繳保證金之差額,逾壹個月後,承租人仍 未補繳者。
- 三、承租人積欠租用保管箱費用,屆期未清償,經出租人訂三十日催告清償,仍未清償者。

四、承租人因使用保管箱或進出保管箱設置場所對出租人或第三人造成損害者。

五、有事實足認承租人違反本契約書第八條第一項置放物之範圍與限制之約定,經出租人 通知於指定期限內至出租人處處理,承租人逾期未辦者。

六、承租人違反本租約其他約定情節重大者。

出租人因前項第一款事由終止契約時,應按實際出租日數,計收租金,並依法定利率加計 利息後,退還已預收而未到期之租金;若出租人係依前項第二款至第六款事由終止租約時 ,應無息按日返還承租人已繳之租金。保證金於辦妥退租手續時無息退還。

前項應退還之租金、保證金得依法抵銷。

第十六條(破封開箱事由及方式之約定)

除另有約定外,承租人於租期屆滿經出租人通知後,逾三個月未辦理續租或退租,或契約經終止,而承租人未於出租人通知期限內,配合辦理停止使用保管箱事宜者,承租人如有留存聯絡人資料,出租人得先行通知承租人指定之聯絡人,如無聯絡人或無法通知者,出租人應通知公證人會同辦理破封開箱手續,並得使用攝影、錄影或其他科技工具記錄其過程。為辦理破封開箱手續所產生之費用(包含但不限於公證費、體驗費等),應由承租人負擔。

第十七條(破封開箱後對置放物之處置)

保管箱破封開箱後,對箱內置放物依下列方式處理:

- 一、由出租人會同前條之公證人或承租人之聯絡人清點置放物及編製清單後,暫行包裹簽章封存,並即通知承租人,限期六個月內領回。
- 二、如承租人不於前款期限內領回,而所付保證金不足抵償逾期租金及其他損害賠償時,得 由出租人依法變賣抵償,有剩餘時,另行存儲候領,不足時,應由承租人負責補足。
- 三、承租人不於第一款期限內領回,而置放物顯無變賣價值者,承租人同意拋棄置放物所 有權,任由出租人處置。

前項第二款及第三款情形,出租人應將其處理情形通知承租人。

第十八條(分租、轉租與轉讓之禁止)

承租人不得將所承租保管箱分租或轉租第三人,亦不得將保管箱租賃權讓與他人或作為質權標的。

第十九條 (第三人之強制執行)

第三人向法院聲請對承租人之置放物實施強制執行時,出租人依法院之命令破封開箱者, 出租人應即將其情形通知承租人。

第二十條(住所變更之告知)

承租人、其聯絡人之住所或通訊處所或出租人之營業場所如有變更,應立即以書面或承租人、出租人雙方約定之方式告知對方及其聯絡人。倘未為告知,當事人將相關通知文書於向本契約所載或最後告知對方之通訊地址發出後,經通常之郵遞期間即視為到達。

第二十一條(管轄法院)

第二十二條 (特約事項與未盡事宜之約定)

承租人與出租人特別約定事項如下:

ニ、 三、—

本契約如有未盡事宜,由承租人與出租人依相關法律規定辦理。

第二十三條 (個人資料保護約定事項)

出租人依本條約定蒐集、處理、國際傳輸及利用自然人承租人本人基於本契約提供之個人資料(下稱「承租人個資」):

- 一、承租人個資之蒐集,涉及承租人的隱私權益,出租人向承租人蒐集其個資時,依據個人資料保護法(以下稱個資法)第八條第一項規定,應明確告知承租人下列事項:
  - (一)蒐集者名稱(即兆豐國際商業銀行股份有限公司)。
  - (二)蒐集之目的。
  - (三)個人資料之類別。
  - (四)個人資料利用之期間、地區、對象及方式。

- (五)承租人依個資法第三條規定得行使之權利及方式。
- (六)承租人得自由選擇提供個人資料時,不提供將對其權益之影響。
- 二、有關出租人蒐集承租人個人資料之目的、個人資料類別及個人資料利用之期間、地區、對象及方式等內容,請承租人至出租人網站(網址:https://www.megabank.com.tw/)查詢。
- 三、依據個資法第三條規定,承租人就出租人保有其個人資料得行使下列權利:
  - (一)除有個資法第十條所規定之例外情形外,得向出租人查詢、請求閱覽或請求製給複製本,惟出租人依個資法第十四條規定得酌收必要成本費用。
  - (二)得向出租人請求補充或更正,惟依個資法施行細則第十九條規定,承租人應適 當釋明其原因及事實。
  - (三)出租人如有違反個資法規定蒐集、處理或利用承租人之個人資料,依個資法第十一條第四項規定,承租人得向出租人請求刪除、停止蒐集、處理或利用該個人資料。
  - (四)依個資法第十一條第二項規定,個人資料正確性有爭議者,得向出租人請求停止處理或利用承租人之個人資料。惟依該項但書規定,出租人因執行業務所必須,或經承租人書面同意,並註明其爭議者,不在此限。
  - (五)依個資法第十一條第三項規定,個人資料蒐集之特定目的消失或期限屆滿時, 得向出租人請求刪除、停止處理或利用承租人之個人資料。惟依該項但書規定 ,出租人因執行業務所必須或經承租人書面同意者,不在此限。
- 四、承租人如欲行使上述個資法第三條規定之各項權利,有關如何行使之方式,得向出租人客服(0800-016168)詢問或於出租人網站 (網址:https://www.megabank.com.tw/)查詢。
- 五、除出租人為履行法定義務所必要之資料外,承租人得自由選擇是否提供相關個人資料及類別,惟承租人所拒絕提供之個人資料及類別,如果是辦理業務審核或作業所需之資料,出租人可能無法進行必要之業務審核或作業而無法提供承租人相關服務或無法提供較佳之服務。

#### 第二十四條 (防制洗錢及打擊資恐)

承租人同意出租人為遵循防制洗錢及打擊資恐相關之國內外法令規定(包括但不限於美國洗錢防制法(Anti-Money Laundering Act)第6308條及其他國內外法令、我國與外國政府簽訂之條約、協定或協議等)之目的,得依國內外法令、機關之裁判(定)、命令或要求,將與承租人本人或帳戶有關之銀行紀錄(包括但不限於銀行所提供之產品服務及往來紀錄等)、簿冊或其他資料,提供(包含國際傳輸)予我國或外國政府機關(包括但不限於司法、行政、稅務或其他主管機關等);法人承租人並擔保於本存款開戶時已取得承租人關係人(包括但不限於承租人之實質受益人、高階管理人、代理人、代表人及被授權人等)之同意,使出租人得於上述目的範圍內將前開人員之個人資料提供予前述之機關。

承租人如有以下情形之一者,承租人同意出租人為遵循防制洗錢及打擊資恐等相關法令 規範,得不須通知承租人逕為下列之處理,倘承租人與其關係人因此發生損害或承受不 利益均由其自行承擔,出租人不負損害賠償責任:

- 一、在不違反相關法令情形下,出租人如果得知或必須假定承租人往來資金源自貪瀆或 濫用公共資產時,得不予接受或斷絕業務往來關係。
- 二、承租人有以下情形之一者,出租人得暫時停止交易,或暫時停止或終止業務關係或採行其他必要之措施:
  - (一)不配合出租人定期或不定期審視。
  - (二)拒絕提供實質受益人或對客戶行使控制權之人等資訊。
  - (三)對交易之性質與目的或資金來源不願配合說明。
  - (四)涉及疑似洗錢或資恐交易。
  - (五)出租人認為必要時(包括但不限於經審查程序認定承租人提供之文件或承租人之身分有疑義者、經承租人說明後仍認定交易異常者、或媒體報導承租人涉及違法之特殊案件等)。
- 三、承租人有以下情形之一者,出租人得拒絕業務往來或逕行終止契約:
  - (一)受經濟或貿易限制/制裁。
    - (二)為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。
  - (三)於法務部依「資恐防制法」公告之制裁名單之列。
- 出租人係依前項第一款、第二款及第三款第一、二目事由終止租約時,應無息按日返還

#### 承租人已繳之租金。保證金於辦妥退租手續時無息退還。 前項應退還之租金、保證金得依法抵銷。

第二十五條 (意見申訴管道)

- (二)營業時間內得逕洽各分行諮詢,分行之地址及聯絡方式請洽出租人網站(網址:https://www.megabank.com.tw/)「服務據點」。
  (二)以電話方式申訴者,得直撥出租人申訴專線:(02)8982-0000或免付費服務專線:0800-016-168。
- (三)以電子郵件方式申訴者,得於出租人網站「聯絡信箱」提問諮詢。

第二十六條 (契約之交付)

本租約壹式 貳 份,由雙方各執 壹 份,以資信守。

鑰匙、門禁卡領取確認(簽名或蓋章)	立契約書人
	出租人:兆豐國際商業銀行股份有限公司
	代理人:
	地址:
鑰匙號碼: 門禁卡號碼:	電話:
中華民國 年 月 日	承租人: (簽章)
	地址:
聯絡人:	身分證明文件號碼/統一編(證)號:
住址:	負責人:
電話:	身分證明文件號碼:
行動電話:	住址:
	電話:
	行動電話:
	電子郵件信箱:
中華民國年	月    日
· 此 圖 承租人聲明於本保管箱租用契約	勺簽訂完成後,
後收欄   不恒八年初,不不下目相位而关。   已收妥契約書正本,特此簽名目	

核對親簽與證件	經辨	覆核主管
對保日期		

## (附件) 金融機構辦理出租保管箱業務 安全維護工作應行注意事項

財政部86年2月19日台財融第86605998號函發布

金融機構辦理出租保管箱業務,放置保管箱處所(下稱保管箱室)應加強辦理下列各項安全維護設(措) 施:

- 一、加強各項進出管制設(措)施,並於營業時間外裝置定時密碼鎖,以管制人員進出。
- 二、保管箱室上下週邊之外牆應採強化之鋼筋混凝結構建造,有安全顧慮或其接鄰非屬自用行舍者,另應 包覆厚鋼板,以防歹徒蓄意破壞侵入。
- 三、保管箱室內除為保護客戶隱私之區域 (如整理室) 外,應裝設能涵蓋各角落之錄影監視監視系統。並 將隱密型攝影機及攝影光源之啟動開關、監視器設於保管箱室外隱密處,按時檢查維護,以期營業時 間外仍可藉由在保管箱室外之監視器上觀察保管箱室內部動靜。
- 四、保管箱室應加裝可偵知異物侵入之自動報警、警報系統,或保全防盜系統,並定期檢測,以維系統之正常操作。
- 五、保管箱不得設置於未符合「建築技術規則」規定之建物內(如違章建物),以符安全。於租用之行舍內,原則上不經辦出租保管箱業務。
- 六、保管箱室應備符合消防法規之防火設備(含火警警報系統),並注意檢修電線管路,以防火災發生。
- 七、保管箱室如有淹水顧慮者,應裝置防水匣、抽水機等防、排水及其警報系統設備,並於客戶存放物品 時,提醒客戶對怕受潮物品,妥加包裝或做防水、防霉處理,以防發生水災時遭受損失。
- 八、保管箱室可視需要配合保全業者或自行裝設遠程監控系統, 俾於發生異狀時, 藉視訊傳輸達到監控現場之要求。
- 九、平日應做好敦親睦鄰、守望相助工作,以切實掌握行舍週遭環境變化(尤其空屋、工地、地下停車場、巷道)對行舍之影響,如有安全之虞者應即與附近警政、消防單位保持密切良好連絡,並請警方增加行舍巡邏密度。
- 十、加強與委保之保全業者配合連繫,並促其落實機動巡查及異常狀況之通知任務。另保全系統設定後如 有異常狀況發生,金融機構被通知配合到現場處置狀況人員應保持警覺性,仔細查勘行舍上下週邊及 保管箱室內有無異狀,並查明警訊來源,必要時應通知警察機關協助處理。
- 十一、落實行舍安全檢查工作。每日下班前,應責由專人仔細觀察是否尚有人員停留或可疑物品留置保管 箱室並注意行舍內、外牆、天花板、地板是否有被破壞之跡象,慎防歹徒以逐漸侵蝕方式入侵作案

第7頁,共8頁

兆豐國際商業銀行告知書附表 111.09(版本)

the relative and the	特定目的說明	11 12 14 24 - 11 - 11 14	蒐集之個人資料類別	個人資料利用之期間	個人資料利用之地區	個人資料利用之對象	個人資料利用之方式
業務類別	業務特定目的及代號	共通特定目的及代號					
一、存匯業務	022外匯業務 036存款與匯款業務 067信用卡、現金卡、轉帳卡或電子票證業務 082借款戶與存款戶存借作業綜合管理 112票據交換業務 181其他經營合於營業登記項目或組織章程所定之業務	040斤銷 059金融服務業依法令規定及 金融監理需要,所為之蒐 集處理及利用 060金融爭議處理 061金融監督管理與檢查 063非公務機關依法定義務所 進行個人資料之蒐集處理	姓名、身分證統一編號/護照號碼、性 別、出生年月日、通訊方式及其他詳如 相關業務事情書或契約書之內容,並以 本行與客戶往來之相關業務,帳戶或服 務及自客戶或第三人處(例如:財園服 人金融聯合徵信中心)所實際蒐集之個 人資料為準。	一、特定目的存續期間。 二、依相關法令所定(例 如商業會所法等)。或因 執行業務所必須契之保 存期間或依個別定之 保存年限。 (以期限最長者為準)	右邊「個人資料利用 之對象」欄位所列之 利用對象其國內及國 外所在地	一、本行及本行海外分支 機構(含受本行委託 處理事務之委外機構) 二、依法令規定利用之機 構(例如。本行母公 司或所) 三、其他業務相關之機構,	符合個人資料保護相關法令以自動化機器或其他非自動化之利用方式。
二、授信業務	022外匯業務 067信用卡、現金卡、轉帳卡或電子票證業務 082借款戶與存款戶存借作業綜合管理 088核貸與授信業務 106投信業務 1111票券業務 126債權整貼現及收買業務 154微信 181其他經營合於營業登記項目或組織章程所定之業務	及利用 069契約、赖似契約或其他法 律關係管理之事務 090消費者、客戶管理與服務 091消費者保護 098商業與技術資訊 104帳務管理也安全管理 136資(通訊與資料庫管理 137資通安全與管理	姓名、身分證統一編號/護照號碼、性別、出生年月日、通訊方式及其他詳如相關業務申請書或契約書之內容,並以本行與客戶往來之相關業務、帳戶或服務及自客戶或第三人處(例如:財團法人金融聯合徵信中心)所實際蒐集之個人資料為準。			(例知:金融聯合 開法人、財信 中心、卡處東國法中所、財信 中心、中國東東東所、以立 資訊限行的機構、以對金 資訊限所發機構、以對金 (信用際無數的的機構、以 特別所以 (電理學的的機構、 大國學的的 大國學的的 大國學 大國學 大國學 大國學 大國學 大國學 大國學 大國學	
三、信用卡業務	022外匯業務 067信用卡、現金卡、轉帳卡或電子票證業務 082借款戶與存款戶存借作業綜合管理 088核貸與授信業務 106授信業務 154徵信 181其他經營合於營業登記項目或組織章程所定之業務	148網路購物及其他電子商務 服務 157調查、統計與研究分析 177其他金融管理業務 182其他諮詢與顧問服務	姓名、身分證統一編號/護照號碼、性 別、出生年月日、通訊方式及其他詳如 相關業務申請書或契約書之內容,並以 本行與客戶往來之相關業務、帳戶或服 務及自客戶或第三人處(例如:財團法 人金融聯合徵信中心)所實際蒐集之個 人資料為準。			五、客戶所同意之對象 (例如本淨井內 銷或交互電,客戶行 新或交互電,客戶行 特之廣業務之司、 外國政府或司法機關 等)	
四、外匯業務	022外匯業務 036存款與匯款業務 082借款戶與存款戶存借作業綜合管理 088核貸與授信業務 106授信業務 154微信 181其他經營合於營業登記項目或組織章程所定之業務		姓名、身分證統一編號/護照號碼、性別、出生年月日、通訊方式及其他詳如相關業務申請書或契約書之內容,並以本行與客戶往來之相關業務、帳戶或服務及自客戶改第三人處(例如:財團法人金融聯合徵信中心)所實際蒐集之個人資料為準。				
五、有價證券業務	111票券業務 044投資管理 082借款戶與存款戶存借作業綜合管理 088核貸與授信業務 106授信業務 154徵信 181其他經營合於營業登記項目或組織章程所定之業務		姓名、身分證統一編號/護照號碼、性別、出生年月日、通訊方式及其他詳如相關業務申請書或契約書之內容,並以本行與客戶往來之相關業務、帳戶或服務及自客戶或第三人處(例如:財團法人金融聯合徵信中心)所實際蒐集之個人資料為準。				
六、財富管理業務	001人身保險 022外匯業務 036存款與匯款業務 044投資管理 065保險總紀、代理、公證業務 068信託業務 088信託業務 082借款戶與存款戶存借作業綜合管理 094財產管理 166證券、期貨、證券投資信託及顧問相關業務 181其他經營合於營業登記項目或組織章程所定之業務		姓名、身分證統一編號/護照號碼、性別、出生年月日、通訊方式及其他詳如相關業務申請書或契約書之內容,並以本行與客戶往來之相關業務、帳戶或服務及自客戶或第三人處(例如:財團法人金融聯合徵信中心)所實際蒐集之個人資料為準。				
、其他經營合於營業登記項目或組 鐵章程所定之業務,或經中央主管機 關核准辦理之其他有關業務(例如: 保管箱業務、黃金存摺業務、電子金 融業務、代理收付業務、共同行銷或 合作推廣業務…等。)	022外匯業務 036存款與匯款業務 181其他經營合於營業登記項目或組織章程所定之業務		姓名、身分證統一編號/護照號碼、性 例、出生年月日、通訊方式及其他詳如 相關業務申請書或契約書之內容,並以 本行與客戶往來之相關業務、帳戶或服 務及自客戶或第三人處(例如:財團法 人金融聯合徵信中心)所實際蒐集之個 人資料為準。				



# 兆豐國際商業銀行 Mega International Commercial Bank

# 保管箱租用契約書 Safe Deposit Box Lease Agreement

承租人姓名:

Name of Lessee:

箱型箱號:

No. and Type of Safe Deposit Box:

**Version: 111.12** 

### 保管箱租用契約

## Safe Deposit Box Lease Agreement

本契約書於中華民國 年 月 日經承租人攜回審閱	。(審 閱 期 間 五 日 )
This agreement is given to Lessee to review on	(dd/mm/yyyy). (The review period is five
days.)	
保管箱承租人:	簽章
Lessee of safe deposit box:	(Signature and Seal)
立約人	
Parties to the contract	
保管箱出租人:兆豐國際商業銀行股	:份有限公司
Lessor of safe deposit box: Mega Intern	national Commercial Bank Co., Ltd.
承租人向出租人租用位於 (地址)	
之 型 組第 號保管箱壹個,雙方約定遵守下引	列各條款:
The Lessee is to lease a safe deposit box of No.	, Type , Model , located at (address) from the Lessor. Both parties
agree to comply with the following terms and conditions:	
第一條(契約之性質)	
Article 1 (Nature of the contract)	
本保管箱之利用關係為租賃。	
The safe deposit box is employed via leasing.	
第二條(對價及繳付方式)	
Article 2 (Consideration and payment method)	
承租人應依承租時出租人公告之租金費率標準或	當事人特別約定之租金費率(以下簡稱費
率),繳付租金及保證金。	
(承租時出租人公告之費率標準為:租金:新臺幣	元,保證金:新臺幣 元)
The Lessee shall pay the rent and security deposit in	accordance with the rental rate announced by
the Lessor at the time of the lease or the rental rate (here	einafter referred to as the rate) specially agreed
by the parties.	
(The rental rate announced by the Lessor at the time of NT\$)	lease: Rent: NT\$and security deposit:
承租人同意就下列方式之一擇一打「Ⅴ」,租用係	R管箱:
The Lessee agrees to lease the safe deposit box via	
appropriate box.)	
一、□租金:新臺幣 元,及保證金:新	· 「臺幣 元(不得逾每期租金)。
Rent: NT\$and security deposit: NT\$	(shall not exceed the rent per period).
二、□其他(    )。	
Others ( ).	
第三條(租用期限)	
Article 3 (Lease period)	
保管箱租用期限自民國 年 月 日起算,	以壹年為一期。承租人於期滿時依本租約

約定方式繳足下期租金、保證金者,本租約自期滿之翌日起算展延一期,嗣後亦同。原採繳付對價方式如經合意變更,均自變更日起重新起算租期,出租人如到期不續約,應於三十天前以書面通知承租人。

第四條(對價之調整、補繳、退還及其他約定事項變更)

Article 4 (Adjustment, supplement or refund of consideration and modification of other covenants)

出租人如擬調整費率,應於契約到期三十日前,以書面或其他方式通知承租人自下一租期起適用新費率,並應於新費率生效日六十日前,於出租人營業場所、網站公告新費率。

If the Lessor intends to adjust the rate, it shall notify the Lessee of the new applicable rate for next lease period in writing or other means 30 days prior to the end of current lease agreement. The new rate shall also be announced at the Lessor's business premises and official websites 60 days prior to its effective date.

前項出租人之通知內容,應載明下列事項:

The Lessor's notification referred to in the previous paragraph shall include the following matters:

一、調整後之費率及繳納續約租金或應補繳或退還保證金之差額。

The modified rate and the rent for the renewed agreement or the difference between supplement or refund of security deposit.

二、繳納或補繳之期限。(至少三十日以上)

The deadline for payment or supplement payment. (A minimum of 30 days.)

出租人依第一項通知承租人後,承租人未於通知期限內繳足租金、保證金者,承租人自逾期日起至繳納日止,依補繳當日出租人牌告基準利率加碼(年息百分之二),加計遲延利息。遲延利息之計收,年息最多不得超過出租人牌告基準利率一倍。(基準利率為調整日前二個營業日起往前取30日之金融業隔夜拆款平均利率加計固定加碼後進位至0.125%之倍數,並依規定公告。)

After the Lessor has notified the Lessee in accordance with Paragraph 1 and the Lessee has failed to pay the rent and security deposit in full within the period stipulated, the Lessee shall be subject to an interest penalty calculated at the Lessor's published base rate on the date of supplement payment plus 2% per annum from the overdue date to the payment date. For the calculation of interest penalty, the annual interest rate shall not exceed twice the Lessor's published base rate. (The base rate is calculated by taking the average overnight interbank call-loan rate of the 30-day period prior to the two business days before the modification date plus a fixed mark-up rate. The sum is then rounded up to be a multiple of 0.125% and announced in accordance with the rules and regulations.)

出租人如變更本契約其他約定事項,應事先列明變更之內容,於營業場所、網站等處揭示公告,並於契約到期三十日前通知承租人自下一租期起適用新契約條款或辦理換約手續。

If the Lessor intends to change other covenants within the agreement, it shall explicitly state the changes in advance and disclose them at its business premises and official websites. Also, it shall inform the Lessee of the new covenants applicable from the next lease period or the procedures for replacing the agreement 30 days prior to the expiration of the current agreement.

出租人未為第一項或前項通知者,視為依原契約條件續約。但費率調降者,適用新費率。

If the Lessor fails to notify the Lessee in accordance with Paragraph 1 or the preceding paragraph, the agreement is deemed to be renewed under the original terms and conditions. However, the new rate shall apply if it has been reduced.

#### 第五條 (繳款方式及轉帳授權約定)

承租人續租之保管箱租金、保證金繳款方式,請擇一勾選:

Please tick the appropriate box to indicate the payment met	hod for rent and security deposit when
the Lessee renews the lease agreement:	
一、□轉帳扣款;	
Automatic transfer;	
二、□自行繳納;	
Pay in person;	
三、□其他( )。	
Others ( ).	
本契約每期應繳之租金及應補繳或退還之保證金差額,	<b>承租人委託出租人於到期時,就下列</b>
三種方式之一,出租人得就承租人開立於出租人第	號帳戶存款,自動轉
帳代繳或將退款逕行存入,並以本契約為授權之證明:	
With regard to rents payable for each period or the difference	ence between supplement or refund of
security deposit, the Lessee authorizes the Lessor to automatic	ically transfer or deposit the refund into
the Lessee's account with the Lessor of account number_	through one of the
following three means and this agreement serves as the proof	f of authorization:
一、□不通知承租人;	
Do not notify the Lessee;	
二、□通知承租人後;	
After notify the Lessee; or	
三、□通知承租人後,且承租人未於七日內通知出租人	有關差額之退補方式。
After notify the Lessee and the Lessee has not infor	med the Lessor of the way concerning
supplement or refund within seven days.	
(承租人加蓋存款原留印鑑)	
(Affix the Lessee's original specimen seal of his/her deposi	t account.)
	(驗印)
	(Seal verification)

#### 第六條 (保證金之扣抵)

Article 6 (Deduction of security deposit)

承租人因違反本契約約定致對出租人負有損害賠償責任者,於損害賠償金額確定時,出租人 於通知承租人後,得就所繳保證金扣抵,扣抵不足,仍由承租人負責補繳。

If the Lessee is liable for damages to the Lessor due to a breach of agreement, once the damage amount is determined, the Lessor may, upon notifying the Lessee, deduct the amount from the security deposit paid. Lessee shall make supplement payment if the deposit is insufficient to cover the damage.

#### 第七條(承租人開箱手續)

Article 7 (Procedures for Lessee to access the safe deposit box)

承租人承租保管箱時應填具印鑑卡交付出租人,除出租人及承租人另有約定其他辨識方法外, 開啟保管箱及辦理其他保管箱往來事項時,均以印鑑卡上之留存印鑑為憑,該印鑑簽樣如經 偽造、變造或塗改而非肉眼所能辨認,如出租人已盡善良管理人注意義務仍認為相符者,其 發生之損失,出租人不負賠償之責。

The Lessee shall fill out the seal specimen card and submit it to the Lessor when renting a safe deposit box. Unless the Lessor and the Lessee have agreed on other identification methods, in the case of opening the safe deposit box and handling other matters related to the safe deposit box, the seal specimen on the seal specimen card shall be used as proof. The Lessor shall not be liable for any losses due to forgery or alteration of the seal specimen which the Lessor was unable to discern with the naked eye and deemed them to meet qualifications despite exercising the duty of care as a prudent administrator.

承租人開啟保管箱應憑保管箱開箱方式、前項約定之印鑑或其他辨識方法,並由承租人及所 有陪同進庫人員出具身分證明文件,經出租人核驗後會同開箱。除另有約定外,開箱後出租 人不得繼續會同辦理,其或存或取,概由承租人自理。

The Lessee shall access the safe deposit box via the access procedures, the seal, or other agreed identification means in according with the preceding paragraph. The Lessee and all accompanying personnel entering the vault shall show their identification documents. Once verified by the Lessor, the Lessee can then open the box at the Lessor's presence. Unless otherwise agreed, the Lessor shall then leave so that the Lessee can be alone to deposit or remove items from the box at his/her own discretion.

承租人應依前項約定開啟保管箱,除另有特別約定外,出租人不得拒絕。但入庫人數眾多時, 出租人有權合理限定同時進庫開箱之人數及進庫時間。

The Lessee shall open the safe deposit box in accordance with the preceding paragraph. Unless otherwise agreed, the Lessor has no rights to object. However, when there are too many people present at the vault, the Lessor has the right to reasonably limit the number of people as well as the time period accessing their safe deposit boxes within the vault simultaneously.

第三人持有保管箱開箱方式及符合承租人原約定之辨識方法,申請開啟保管箱,除另有特別 約定外,雙方同意視同承租人本人申請開箱,出租人不得拒絕。

Where a third party with the mean to access the safe deposit box has been verified via the identification means originally agreed by the Lessee, his/her application to open the safe deposit box, unless otherwise agreed, is consented by both parties to be deemed as an application from the Lessee himself/herself and the Lessor has no right to refuse.

#### 第八條 (置放物之範圍與限制)

Article 8 (Scope and restrictions on contents)

保管箱由承租人自行置放有價證券、權利證書、貴重物品、紀念品及其他物品文件等,但不得置放危險物品、違禁品、易爆易燃品、有礙公共安全或衛生物品、潮濕有異味與容易腐敗變質之物品、或任何可能損害出租人、其他承租人生命、身體、財產安全之物品。

Lessee may place securities, rights certificates, valuables, souvenirs, and other items or documents in the safe deposit box at his/her own discretion. However, dangerous goods; prohibited articles; explosive or flammable items; items that may cause public safety or sanitary issues; moist, odorous or perishable items; or articles that pose as a threat to the life, body or property safety of Lessor or other Lessees cannot be stored in the safe deposit box.

承租人違反前項規定,致損害保管箱或造成其他損害,或因而使出租人應對第三人負賠償責任者,承租人應賠償出租人因此所生之損害。

In the event where the Lessee violates the provisions of the preceding paragraph and damages the safe deposit box or causes other damages, or results in the Lessor being liable to a third party, the Lessee shall compensate the Lessor for all damages caused thereby.

為避免危害公共安全,或因司法、警察機關調查犯罪之需要,出租人會同司法或警察機關依 法搜索或扣押置放物,應通知承租人。

When the Lessor joins the judicial officers or the police to conduct legal searches or seize the contents of a safe deposit box in order to prevent public safety hazard or due to crime investigation conducted by the judicial or police departments, the Lessee shall be notified.

前項情形,如有急迫情事、妨害搜索、扣押等犯罪偵查作為之虞或無法通知者,得不通知承租人。但出租人於事後應即將其情形以書面通知承租人。

With regard to the aforementioned circumstances, in the case of an emergency, or the notification may hinder the search or seizure or other criminal investigations, or the Lessee fails to be reached, it is permissible not to inform the Lessee. However, the Lessor shall notify the Lessee in writing of the circumstances immediately after the event.

第九條 (保管箱鑰匙、門禁卡之持用、留存與保管)

Article 9 (Possession, retention and safekeeping of the key or access card to the safe deposit box)

保管箱鑰匙備有兩把,一把交承租人持用,一把由承租人與出租人共同加封後留存出租人, 承租期滿退租時,承租人領用鑰匙應歸還出租人。

There are two sets of keys to the safe deposit box: one is in the Lessee's possession and the other is jointly sealed by the Lessee and the Lessor and retained by the Lessor. The Lessee shall return the key to the Lessor upon expiration of the lease agreement.

出租人於契約終止前,不得使用前項封存之鑰匙。但有第八條第三項、第十六條及第十九條情形者,不在此限。

The Lessor shall not use the key in its possession prior to the termination of the agreement. However, circumstances prescribed in Paragraph 3, Article 8; Article 16, and Article 19 are not subject to these restrictions.

保管箱門禁卡為單張,交由承租人持用,承租人得自行設定密碼或更換密碼。

There is only one access card for each safe deposit box and it is retained by the Lessee. He/she may set or change the passcode at his/her own discretion.

承租人使用門禁卡,如遺忘密碼或輸入密碼錯誤連續達\_\_次(不得少於三次),除另有約定外,承租人應親持身分證明文件及原留印鑑至出租人指定處所辦理密碼重置作業。

If the Lessee forgets or enters the wrong passcode for\_\_\_\_\_\_ (cannot be less than three) consecutive times when using the access card, unless otherwise agreed, he/she shall bring his/her identity documents and the original specimen seal in person to offices designated by the Lessor to reset the passcode.

承租人不得自行複製鑰匙、門禁卡,一經發現即由出租人無條件沒收銷燬複製鑰匙、門禁卡; 因而發生糾紛與損害時,並應由承租人負賠償責任。

The Lessee shall not make copies of the key or access card at his/her own discretion. Once identified, the Lessor has absolute authority to confiscate and destroy the duplicate keys or access card and the Lessee would be liable to compensate for any resulting disputes and damages.

承租人於退租時,應將領用之鑰匙、門禁卡歸還出租人。

When the lease agreement is terminated, the Lessee shall return the key and access card in his/her possession to the Lessor.

承租人遺失或毀損鑰匙應付之必要費用新臺幣\_\_\_\_\_元,遺失或毀損門禁卡應付之必要費用新臺幣\_\_\_\_\_元,因而致出租人或第三人受有損害時並應由承租人負賠償責任。

The Lessee shall pay NT\$\_\_\_\_\_ if he/she loses or damage the key, NT\$\_\_\_\_ if he/she loses or damage the access card and be liable to compensate the Lessor or any third party suffering damages as a result.

在鑰匙、門禁卡辦妥掛失手續前,如已遭第三人以原留印鑑、遺失之鑰匙、門禁卡及電腦密碼冒用開箱,本行概不負責,因而致本行或第三人受損害時,承租人並應負賠償責任。

The Bank shall not be liable for any losses induced when a third person used the original seal specimen, the lost key, the access card, or the computer password to open the box fraudulently before the procedures for reporting a lost key or access card has been completed. The Lessee is liable for compensation derived from any resulting damages caused to the Bank or a third person.

#### 第十條(出租人之注意義務)

Article 10 (Lessor's duty of care)

出租人對於保管箱及設置保管箱場所之安全、防護及修繕、開箱手續,應盡善良管理人之注意義務,但因天災、地變及其它不可抗力而致之損失,出租人不負賠償責任。

The Lessor shall exercise the due care of a good administrator for the safety, protection and repair of safe deposit boxes and their premises as well as the opening procedures. However, the Lessor is not liable for damages caused by natural disasters and other force majeure events.

出租人提供保管箱及設置保管箱之場所,若未達主管機關所訂定之基本安全標準,或出租人對於進出開啟保管箱之作業手續未完全依照其所訂之作業規章和本契約約定之程序操作者,視為出租人未盡善良管理人之注意義務。

If the premises where the Lessor provides or set up safe deposit boxes fail to meet the basic safety standards set by the competent authority, or the Lessor fails to comply with its own operating rules and the procedures stipulated by this agreement where the access of safe deposit boxes is concerned, the Lessor is deemed as failing to exercise the due care of a good administrator.

前項基本安全標準,附錄於本契約之後,而為本契約之一部,於該標準提高時,依新標準適用,無須再行通知承租人。

The basic safety standards prescribed in the preceding paragraph is an appendix and an integral part to the agreement. When the standards are tightened, they shall be applicable automatically without prior notification to the Lessee.

#### 第十一條(損害賠償責任)

#### Article 11 (Liability for damages)

因保管箱之設置或管理有欠缺,致承租人之置放物發生被竊、滅失、毀損或變質之損害者, 雙方商定後同意依下列方式辦理,但依法律或雙方另有合意變更時不在此限:

Where the Lessee suffers damages as articles placed in the safe deposit box are stolen, lost, destroyed or degenerated due to deficiency in the setting or management of the safe deposit box, both parties agree to adopt the following measures, unless it is otherwise regulated by the laws or agreed by both parties:

一、承租人於損害發生後申報其置放物品內	容及損失金額,在未超過新臺幣元之範圍
內(承租人:簽章),	,由出租人依據承租人申報損失之金額逕予賠償。
The Lessee shall file the contents of the ar	rticles placed in the safe deposit box and the amount
of the losses after the damage occurs. If the	e amount does not exceed NT\$
[Lessee:	(signature and seal) ] , the Lessor shall compensate
the Lessee by the amount filed.	
二、承租人主張其損害逾前款金額,並經出	租人同意者,由出租人按承租人主張之損害負金
錢賠償之責,但最高賠償金額為新臺幣	元(承租人:簽章)。
Where the loss amount filed by the Less	ee exceeds the aforementioned limit, upon Lessor's
approval, the Lessor shall make monetar	ry compensation to the Lessee by the amount filed.
However, the compensation is capped at N	VT\$
Lessee:	(signature and seal)

承租人能提出具體之確證證明其所受損害逾前項第二款之金額者,仍得請求損害賠償。第一項第一款及第二款之金額,應由承租人及出租人個別商定,不得由出租人片面決定。

For damage in excess of the amount referred to the Subparagraph 2 of the preceding paragraph, if the Lessee can provide concrete proof, he/she would be entitled to make claims. The amount prescribed in Subparagraphs 1 and 2 of Paragraph 1 shall be determined jointly by the Lessee and the Lessor. It shall not be determined by the Lessor alone.

#### 第十二條(承租人或其繼承人之通知義務)

#### Article 12 (Notification obligation of the Lessee or his/her successor)

承租人或其繼承人有下列情形之一者,應即以書面、出租人語音服務系統、專線電話或其他 約定方式通知出租人:

If the Lessee or his/her successor encounters one of the following situations, he/she shall notify the Lessor immediately in writing, or through Lessor's voice service system and hotlines, or other agreed means:

一、遺失鑰匙、門禁卡或變更密碼。

Loss of keys or access cards or change of passcode;

二、更換或遺失印鑑。

Change or loss of seal;

三、變更姓名。

Change of name;

四、承租人為法人團體,變更組織或代表人姓名。

Change of organization or representatives where the Lessee is a juristic-person institution; or

五、因繼承開始或其他重大情事暫停保管箱之開啟者。

Suspension of safe deposit box access due to the opening of the succession or other material incidents.

出租人於前項第一、二、五款通知到達後至承租人或其繼承人辦妥各項作業前,應停止本保管箱之開啟作業,如未停止因而致承租人或其繼承人之損害,應負賠償責任。

The Lessor shall suspend access to the safe deposit box upon receiving the notification of Subparagraphs 1, 2 or 5 of the preceding paragraph until the Lessee or his/her successor has completed all necessary procedures. If the Lessor's failure to suspend the access results in damages to the Lessee and his/her successor, the Lessor shall be held liable.

承租人或其繼承人未依第一項規定通知出租人時,因而所受之損害,出租人不負賠償責任。 If the Lessee or his/her successor fails to notify the Lessor in accordance with Paragraph 1, the Lessor shall not be held liable for any resulting damage.

#### 第十三條(租期屆滿未續租)

Article 13 (Agreement not renewed upon expiration)

出租人得於租期屆滿前通知承租人,承租人應至出租人處,辦理續租或退租手續。

The Lessor may notify the Lessee before the expiration of lease agreement and the Lessee shall go to Lessor's business premises to renew or terminate the agreement.

承租人於租期屆滿辦妥退租或續租手續並補付租金前,出租人得停止會同開啟保管箱。

Before the Lessee completes the termination or renewal procedures upon expiration of agreement and pays for outstanding rents, the Lessor may suspend the joint opening of the safe deposit box.

逾期辦理退租者,自原到期日之次日起,至辦理退租手續之日或破封開箱之日止,依辦理退租(或破箱)手續當日公告之租金費率為基準,按日計收逾期租金,並依第四條第三項利率計收遲延利息至辦理退租手續之日或領回破箱物品之日止。

If the Lessee fails to complete the termination procedures before the expiration date, he/she would be subject to rents based on the rental rate announced on the date termination procedures are completed (or the date when the safe deposit box is forcibly opened) and calculated on a daily basis for the period starting from the day following the expiry date to the completion of termination procedures or the date when the safe deposit box is forcibly opened. Also, interest penalty is calculated and collected according to the interest rate as set out in Paragraph 3, Article 4 until the date termination procedures are completed or the date when the Lessee collects the item packed from the forcibly opened safe deposit box.

第十四條(承租人終止契約之程序與租金之返還)

Article 14 (Procedure for lease termination by the Lessee and refund of rents)

承租人得隨時終止契約,但應親自或以書面委託代理人至出租人處辦理。

The Lessee may terminate the agreement at any time. However, he/she shall complete the procedures at the Lessor's premises in person or by entrusting an agent in writing.

承租人終止契約時應按月計付租金,不足一個月者,按日計收。

When the Lessee terminates the agreement, the rent shall be calculated on a monthly basis. For the period shorter than one month, rent is calculated on a daily basis.

前項租金自承租人已付之租金、保證金中扣抵後,由承租人補付不足之差額,如有溢付者,於辦妥退租手續時,出租人應即無息退還溢付之租金、保證金。

Rent referred to in the preceding paragraph may be deducted from the rent or security deposit paid and shortages, if any, shall be supplemented by the Lessee. Surplus in rent and security deposit, if any, would be refunded by the Lessor without interest once the termination procedure is completed.

第十五條 (出租人終止租約之事由及租金之返還)

Article 15 (Causes for the Lessor to terminate the agreement and refund of rent)

出租人於有下列情形之一者,得以書面於三十日前通知承租人終止本契約:

The Lessor may, in any of the following circumstances, notify the Lessee in writing to terminate the agreement 30 days in advance:

一、出租人因修繕、遷移保管箱或結束保管箱業務時。

When the Lessor repairs or relocates the safe deposit boxes or ends the safe deposit box service;

二、出租人依第四條第一項約定,催告承租人補繳保證金之差額,逾壹個月後,承租人仍未 補繳者。

The Lessor, in accordance with Paragraph 1 of Article 4, has urged the Lessee to supplement the difference between the security deposit and the Lessee has failed to do so for more than one month;

- 三、承租人積欠租用保管箱費用,屆期未清償,經出租人訂三十日催告清償,仍未清償者。 The Lessee has overdue safe deposit box fee which remains outstanding 30 days after receiving Lessor's notification;
- 四、承租人因使用保管箱或進出保管箱設置場所對出租人或第三人造成損害者。
  Lessee's use of safe deposit box or access to safe deposit box premises has caused damage to the Lessor or a third party;
- 五、有事實足認承租人違反本契約書第八條第一項置放物之範圍與限制之約定,經出租人通 知於指定期限內至出租人處處理,承租人逾期未辦者。

There is sufficient fact indicating the Lessee has violated Paragraph 1, Article 8 of the agreement concerning the scope and restrictions on contents and the Lessee has failed to handle the situation at the Lessor's premises within the period specified by the Lessor; or

六、承租人違反本租約其他約定情節重大者。

The Lessee has a serious breach of other covenants within the agreement.

出租人因前項第一款事由終止契約時,應按實際出租日數,計收租金,並依法定利率加計利息後,退還已預收而未到期之租金;若出租人係依前項第二款至第六款事由終止租約時,應無息按日返還承租人已繳之租金。保證金於辦妥退租手續時無息退還。

If the Lessor terminates the agreement due to circumstance prescribed in Subparagraph 1 of the preceding paragraph, rent shall be collected by the actual number of leasing days and the rent

collected in advance shall be returned with interest calculated using the regulatory interest rate. If the Lessor terminates the agreement due to circumstances prescribed in Subparagraphs 2 to 6 of the preceding paragraph, rent shall be collected by the actual number of leasing days and the rent collected in advance shall be returned without interest. The security deposit is refunded without interest once the termination procedure is completed.

前項應退還之租金、保證金得依法抵銷。

The rent and security deposit to be refunded in the preceding paragraph may be offset in accordance with laws and regulations.

#### 第十六條 (破封開箱事由及方式之約定)

Article 16 (Causes and means for opening the safe deposit box by force)

除另有約定外,承租人於租期屆滿經出租人通知後,逾三個月未辦理續租或退租,或契約經 終止,而承租人未於出租人通知期限內,配合辦理停止使用保管箱事宜者,承租人如有留存 聯絡人資料,出租人得先行通知承租人指定之聯絡人,如無聯絡人或無法通知者,出租人應 通知公證人會同辦理破封開箱手續,並得使用攝影、錄影或其他科技工具記錄其過程。為辦 理破封開箱手續所產生之費用(包含但不限於公證費、體驗費等),應由承租人負擔。

Unless otherwise agreed, where the Lessee fails to renew or terminate the agreement for more than three months after being notified by the Lessor upon the expiration of the lease agreement, or to suspend the use of safe deposit box within the time frame specified by the Lessor upon the termination of the agreement, the Lessor may notify the contact person designated by the Lessee if it possesses the contact information. If there is no contact person or he/she cannot be reached, the Lessor shall engage a notary and jointly open the safe deposit box by force. The opening process may be documented via photography, videotape or other technology tools. The cost (including but not limited to notarial fees or experience fee) incurred from conducting the procedures for opening the box forcibly shall be borne by the Lessee.

#### 第十七條 (破封開箱後對置放物之處置)

Article 17 (Disposal of articles in the safe deposit box opened forcibly)

保管箱破封開箱後,對箱內置放物依下列方式處理:

After the safe deposit box is opened forcibly, articles within shall be disposed of by the following methods:

一、由出租人會同前條之公證人或承租人之聯絡人清點置放物及編製清單後,暫行包裹簽章 封存,並即通知承租人,限期六個月內領回。

After the Lessor has taken inventory of the articles in the safe deposit box jointly with the notary or Lessee's contact persons referred to in the preceding article and prepare an inventory list, it shall then pack those articles and seal the package with signatures affixed. The Lessee shall immediately be notified to collect those items within six months.

二、如承租人不於前款期限內領回,而所付保證金不足抵償逾期租金及其他損害賠償時,得由出租人依法變賣抵償,有剩餘時,另行存儲候領,不足時,應由承租人負責補足。 If the Lessee fails to collect the articles within the period prescribed in the preceding paragraph and the security deposit is insufficient to cover the overdue rent or other compensation to damages, the Lessor may sell the articles in accordance with the laws to offset all expenses. Surplus, if any, shall be kept in a savings account to be collected by the Lessee, whereas shortage shall be supplemented by the Lessee.

三、承租人不於第一款期限內領回,而置放物顯無變賣價值者,承租人同意拋棄置放物所有權,任由出租人處置。

If the Lessee does not collect his/her articles within the period prescribed in Subparagraph 1 and the articles have no resale value, the Lessee agrees to waive his/her ownership rights over those articles for them to be at the Lessor's disposal.

前項第二款及第三款情形,出租人應將其處理情形通知承租人。

In the cases of Subparagraphs 2 and 3 of the preceding paragraph, the Lessor shall notify the Lessee of the disposal status.

第十八條 (分租、轉租與轉讓之禁止)

Article 18 (Prohibition on sublease, sublet and transfer)

承租人不得將所承租保管箱分租或轉租第三人,亦不得將保管箱租賃權讓與他人或作為質權 標的。

The Lessee shall not sublease or sublet the safe deposit box leased by him/her to a third party, nor shall he/she transfer the lease right to another person or use it to create a pledge.

第十九條(第三人之強制執行)

Article 19 (Compulsory execution by a third party)

第三人向法院聲請對承租人之置放物實施強制執行時,出租人依法院之命令破封開箱者,出租人應即將其情形通知承租人。

Where a third party requests the court to carry out compulsory execution on articles in the safe deposit box, the Lessor shall immediately notify the Lessee when it forcibly opens the box under court's order.

第二十條 (住所變更之告知)

Article 20 (Notification on change of residence)

承租人、其聯絡人之住所或通訊處所或出租人之營業場所如有變更,應立即以書面或承租人、 出租人雙方約定之方式告知對方及其聯絡人。倘未為告知,當事人將相關通知文書於向本契 約所載或最後告知對方之通訊地址發出後,經通常之郵遞期間即視為到達。

If there is any change to the residence or mailing address of the Lessee or his/her contact persons or the business premises of Lessor, the other party and the contact person shall immediately be notified by writing or means agreed by both the Lessor and Lessee. In the event that the Lessee, his/her contact persons or the Lessor fails to inform, after either party involved has mailed relevant notification documents to the mailing address contained in this contract or last informed to the other party, the documents shall be deemed to have arrived after the usual postal period.

第二十一條 (管轄法院)

Article 21 (Court of jurisdiction)

倘因本契約涉訟者,雙方同意以保管箱所在地之 地方法院為第一審管轄法院。但不 得排除消費者保護法第四十七條或民事訴訟法第二十八條第二項、第四百三十六條之九小額 訴訟管轄法院之適用。

With regards to litigations associated with the agreement, both parties agree to have the \_\_\_\_\_\_\_District Court as the court of competent jurisdiction for the first instance, as it governs area where safe deposit box is located. However, the application of Article 47 of the Consumer Protection Act or Paragraph 2 of Article 28 and small-claim under Article 436-9 of the Taiwan Code

of Civil Procedure shall not be excluded.

#### 第二十二條 (特約事項與未盡事宜之約定)

Article 22 (Agreement on special matters and matters not covered in the agreement)

承租人與出租人特別約定事項如下:

Special matters agreed between the Lessee and the Lessor are as follows:

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本契約如有未盡事宜,由承租人與出租人依相關法律規定辦理。

Matters not covered by this agreement shall be handled by Lessee and Lessor in accordance with relevant laws and regulations.

第二十三條 (個人資料保護約定事項)

Article 23 (Covenants on personal data protection)

出租人依本條約定蒐集、處理、國際傳輸及利用自然人承租人本人基於本契約提供之個人資料(下稱「承租人個資」):

The personal data collected, processed, cross-border transferred, and used by the Lessor and provided by the Lessee as a natural person (individual) in accordance with this article (hereinafter referred to as "personal data of the Lessee"):

一、承租人個資之蒐集,涉及承租人的隱私權益,出租人向承租人蒐集其個資時,依據個人 資料保護法(以下稱個資法)第八條第一項規定,應明確告知承租人下列事項:

Where the collection of the "personal data of the Lessee" involves privacy interests of the Lessee, the Lessor shall, at the moment when collecting the "personal data of the Lessee", keep the Lessee expressly informed of the followings in accordance with Paragraph 1, Article 8 of the Personal Data Protection Act (hereinafter referred to as the "PDPA"):

(一)蒐集者名稱(即兆豐國際商業銀行股份有限公司)。

the name of the collector (i.e. Mega International Commercial Bank Co., Ltd.);

(二)蒐集之目的。

the purpose of the collection;

(三)個人資料之類別。

the categories of the personal data to be collected;

(四)個人資料利用之期間、地區、對象及方式。

the time period, territory, recipients, and methods of which the personal data is used;

(五)承租人依個資法第三條規定得行使之權利及方式。

the Lessee's rights under Article 3 of the PDPA and the methods for exercising such rights; and

(六)承租人得自由選擇提供個人資料時,不提供將對其權益之影響。

the Lessee's rights and interests that will be affected if he/she elects not to provide his/her personal data.

二、有關出租人蒐集承租人個人資料之目的、個人資料類別及個人資料利用之期間、地區、對象及方式等內容,請承租人至出租人網站(網址:https://www.megabank.com.tw/)查詢。 For issues regarding the purposes of the Lessor to collect personal data, categories of the personal data, time period, territory, recipients, methods and such contents of the use of personal

data, the Lessee is advised to check through the Lessor's website at https://www.megabank.com.tw/.

三、依據個資法第三條規定,承租人就出租人保有其個人資料得行使下列權利:

According to Article 3 of the PDPA, for the "personal data of the Lessee" under the Lessor's custody, the Lessee is entitled to exercise the following rights:

(一)除有個資法第十條所規定之例外情形外,得向出租人查詢、請求閱覽或請求製給複製本,惟出租人依個資法第十四條規定得酌收必要成本費用。

Except for the situation set forth under the proviso of Article 10 of the PDPA, the Lessee may inquire with the Lessor, request reviewing or request the Lessor to provide copies. Nevertheless, the Lessor may charge necessary costs in accordance with Article 14 of the PDPA.

(二)得向出租人請求補充或更正,惟依個資法施行細則第十九條規定,承租人應適當釋 明其原因及事實。

Apply to the Lessor for supplementation or correction for which, nevertheless, the Lessee is subject to elucidation of the reasons and facts as required under Article 19 of Enforcement Rules of the PDPA.

- (三)出租人如有違反個資法規定蒐集、處理或利用承租人之個人資料,依個資法第十一條第四項規定,承租人得向出租人請求刪除、停止蒐集、處理或利用該個人資料。 In the event that the Lessor is found having violated the PDPA in collection, processing or use of the "personal data of the Lessee", the Lessee may request the Lessor to delete or cease the collection, processing or using the personal data in accordance with Paragraph 4, Article 11 of the PDPA.
- (四)依個資法第十一條第二項規定,個人資料正確性有爭議者,得向出租人請求停止處 理或利用承租人之個人資料。惟依該項但書規定,出租人因執行業務所必須,或經承 租人書面同意,並註明其爭議者,不在此限。
  - In accordance with Paragraph 2, Article 11 of the PDPA, in case of a dispute over the correctness of the personal data, the Lessee may request the Lessor to cease processing or using the "personal data of the Lessee", except an event set forth under the proviso of the Paragraph, nevertheless, where the Lessor shall expressly remark such dispute in performance of duties or where the Lessee agrees in writing.
- (五)依個資法第十一條第三項規定,個人資料蒐集之特定目的消失或期限屆滿時,得向 出租人請求刪除、停止處理或利用承租人之個人資料。惟依該項但書規定,出租人因 執行業務所必須或經承租人書面同意者,不在此限。
  - In accordance with Paragraph 3, Article 11 of the PDPA, where the specific purposes to collect the personal data cease to exist or the time period for collection expires, the Lessee may request the Lessor to delete, cease processing or using the "personal data of the Lessee" except an event set forth under the proviso of the said Paragraph, nevertheless, where the Lessor shall expressly remark such dispute in performance of duties or where the Lessee agrees in writing.
- 四、承租人如欲行使上述個資法第三條規定之各項權利,有關如何行使之方式,得向出租人客服(0800-016168)詢問或於出租人網站(網址:https://www.megabank.com.tw/)查詢。

In an attempt to exercise all sorts of rights in accordance with Article 3 of the PDPA as mentioned above, the Lessee may inquire with the Lessor's Customer Service Office (0800-016168) or the Lessor's website (Website: https://www.megabank.com.tw/) for more details about the method to exercise those rights.

五、除出租人為履行法定義務所必要之資料外,承租人得自由選擇是否提供相關個人資料及 類別,惟承租人所拒絕提供之個人資料及類別,如果是辦理業務審核或作業所需之資料, 出租人可能無法進行必要之業務審核或作業而無法提供承租人相關服務或無法提供較佳 之服務。

Except for the necessary information for the Lessor to perform its legal obligations, the Lessee may, at his or her discretion, choose whether to provide his or her personal data and the categories of personal data provided. Nevertheless, in the event that the Lessee rejects to provide his or her personal data or personal data of the required categories which are indispensable for the Lessor for its business operations or review, the Lessor might become unable to conduct necessary review or operation the business or, in turn, be unable to render services or to render better services to the Lessee.

第二十四條 (防制洗錢及打擊資恐)

Article 24 (Anti-money laundering and counter terrorist financing)

根據洗錢防制法、金融機構防制洗錢辦法與資恐防制法等相關法令,出租人為執行防制洗錢及打擊資恐之目的與作業,對承租人與其關係人(包括但不限於存戶之實質受益人、高階管理人、保管箱關係人例如代理人、代表人及被授權人等及交易對象)於法令許可之範圍內執行相關之措施(包括但不限於定期或不定期之審視、調查及申報等),於本條約定各項情形下,出租人均毋須對承租人或其關係人負任何損害賠償責任。

According to the Money Laundering Control Act, Regulations Governing Anti-Money Laundering of Financial Institutions, Counter-Terrorism Financing Act, and other relevant provisions, the Lessor shall not be liable for any damage or compensation for the Lessee or its related parties (including but not limited to the Lessee's beneficial owners, senior managers, parties related to the safe deposit box, e.g. agents, representatives, or authorized individuals, and transaction counterparties) for any related measures (including but not limited to regular or irregular review, investigations, and reports) on the Lessee or its related parties executed within the legally permissible scope under all conditions specified in this agreement, for anti-money laundering or counter-terrorism financing purposes or operations.

承租人同意出租人得將疑似洗錢、受任何國家或國際組織經濟或貿易限制/制裁、具受出租人控管特殊身分、或與前揭目的相關之承租人及其與出租人從事任何交易之資料、與承租人及承租人關係人有關之資料在出租人、出租人分支機構、出租人所屬之金融控股公司及其所轄之子公司及其他依法令或經主管機關核准之對象(下稱「收受對象」)間傳遞並作為機密使用(包括但不限於有關任何服務之提供及作為資料處理、利用、統計及風險分析之用),前揭各該收受對象依法令或主管機關之要求得處理、利用、移轉及揭露該等資料。

The Lessee agrees that the Lessor may transmit information on suspected money laundering, economic or trade restrictions/sanctions imposed by any country or international organization, special control status under the Lessor's management, and Lessee related to the items above and any of their transactions with the Lessor, and Lessee and their related parties within the Lessor, between the Lessor's branch institutions, the Lessor's Financial Holding Company, its subsidiary companies,

and other recipients based on regulations or approval of the competent authority (hereinafter referred to as the "recipients") for confidential use (including but not limited to for the use of any service or information processing, use, statistics, and risk analysis). The recipients specified above may process, use, transfer, and disclose such information in accordance with requests of laws, regulators or legal proceedings.

承租人同意出租人為遵循防制洗錢及打擊資恐相關之國內外法令規定(包括但不限於美國洗錢防制法(Anti-Money Laundering Act)第6308條及其他國內外法令、我國與外國政府簽訂之條約、協定或協議等)之目的,得依國內外法令、機關之裁判(定)、命令或要求,將與承租人本人或帳戶有關之銀行紀錄(包括但不限於銀行所提供之產品服務及往來紀錄等)、簿册或其他資料,提供(包含國際傳輸)予我國或外國政府機關(包括但不限於司法、行政、稅務或其他主管機關等);法人承租人並擔保於本存款開戶時已取得承租人關係人(包括但不限於承租人之實質受益人、高階管理人、代理人、代表人及被授權人等)之同意,使出租人得於上述目的範圍內將前開人員之個人資料提供予前述之機關。

The Lessee agrees that the Lessor may provide (including international transmission) bank records (including but not limited to product services and transaction records provided by the Bank), accounting books, or other information related to the Lessee or the account to the government agencies at home or abroad (including but not limited to judicial, administrative, tax, or other competent authorities) in accordance with domestic or international laws or government agencies' judgments (decisions), orders, or requirements for the purpose of complying with domestic or international laws and regulations of anti-money laundering or counter-terrorism financing (including but not limited to Anti-Money Laundering Act Section 6308 and domestic or international laws and regulations ,treaties, accords, or agreements signed between our country and foreign governments); The Lessee as a juristic person—has obtained the consent of its related parties (including but not limited to the Lessee's beneficial owners, senior managers, agents, representatives, and authorized individuals) when opening the deposit account that the Lessor may provide the above personnel's personal data to the above entities within the scope of the aforementioned purposes.

承租人如有以下情形之一者,承租人同意出租人為遵循防制洗錢及打擊資恐等相關法令規範, 得不須通知承租人逕為下列之處理,倘承租人與其關係人因此發生損害或承受不利益均由其 自行承擔,出租人不負損害賠償責任:

The Lessee agrees that the Lessor may process any of the following conditions involving the Lessee without notifying to comply with related anti-money laundering and countering terrorism financing laws and regulations. Any damage or detriment suffered by the Lessee or its related party shall be borne by the Lessee or its related party and the Lessor shall not be liable for compensation:

- 一、在不違反相關法令情形下,出租人如果得知或必須假定承租人往來資金源自貪瀆或濫用 公共資產時,得不予接受或斷絕業務往來關係。
  - Where related laws or regulations are not violated, the Lessor may, if it learns or is required to assume that the Lessee's source of funds is from corruption or abuse of public assets, refuse or sever business relationships with the Lessee.
- 二、承租人有以下情形之一者,出租人得暫時停止交易,或暫時停止或終止業務關係或採行 其他必要之措施:

If the Lessee is in one of the circumstances below, the Lessor may temporarily suspend

transactions or temporarily suspend or terminate the business relationships, or take other necessary measures:

(一)不配合出租人定期或不定期審視。

The Lessee fails to comply with the Lessor's regular or irregular reviews;

(二)拒絕提供實質受益人或對客戶行使控制權之人等資訊。

The Lessee refuses to provide information on the beneficial owner or the individual with controlling rights over the Lessee, etc.;

(三)對交易之性質與目的或資金來源不願配合說明。

The Lessee refuses to explain the nature and purpose of the transaction or the source of funding; or

(四)涉及疑似洗錢或資恐交易。

The Lessee is suspected to be involved in a money laundering or terrorist financing transaction, or

(五)出租人認為必要時(包括但不限於經審查程序認定承租人提供之文件或承租人之身 分有疑義者、經承租人說明後仍認定交易異常者、或媒體報導承租人涉及違法之特 殊案件等)。

The Lessor deems it necessary (including ,but not limited to, cases where the review process deems the documents provided by the Lessee or the identity of the Lessee to be questionable, the transaction is deemed as abnormal after the Lessee's explanation, or the media reports that the Lessee is involved in specific illegal cases).

#### 三、承租人有以下情形之一者,出租人得拒絕業務往來或逕行終止契約:

If the Lessee is in one of the following circumstances, the Lessor may refuse business transactions or terminate the agreement at its discretion:

(一)受經濟或貿易限制/制裁。

Subject to economic or trade restrictions/ sanctions;

(二)為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。

Is a terrorist or terrorist group identified or investigated by a foreign government or international anti-money laundering organization; or

(三)於法務部依「資恐防制法」公告之制裁名單之列。

Listed in the sanctions list announced by the Ministry of Justice in accordance with the "Counter-Terrorism Financing Act."

出租人係依前項第一款、第二款及第三款第一、二目事由終止租約時,應無息按日返還承租 人已繳之租金。保證金於辦妥退租手續時無息退還。

When the Lessor terminates the lease due to Subparagraph 1, Subparagraph 2 and Items 1 and 2 of Subparagraph 3 of the preceding paragraph, rent shall be calculated by the actual number of leasing days and the unused rent shall be returned without interest. The security deposit is refunded without interest once the termination procedure is completed.

前項應退還之租金、保證金得依法抵銷。

The rent and security deposit to be refunded in the preceding paragraph may be offset in accordance with laws and regulations.

#### 第二十五條(意見申訴管道)

(一)營業時間內得逕洽各分行諮詢,分行之地址及聯絡方式請洽出租人網站(網址:https://www.megabank.com.tw/)「服務據點」。

During business hours, please contact each branch for consultation. For each branch's address and contact information, please refer to "Locations" on the Lessor's website (https://www.megabank.com.tw/).

(二)以電話方式申訴者,得直撥出租人申訴專線:(02)8982-0000或免付費服務專線:0800-016-168。

To file a complaint via the telephone, please call the Lessor's special line for grievance: (02) 8982-0000 or the toll-free special line for service: 0800-016-168.

(三)以電子郵件方式申訴者,得於出租人網站「聯絡信箱」提問諮詢。

To file a complaint via email, please raise questions through contact email on the Lessor's website for consultation.

第二十六條 (契約之交付)

Article 26 (Agreement delivery)

本租約壹式 貳 份,由雙方各執 壹 份,以資信守。

This agreement is done in duplicates. Each party has one copy and agrees to abide by the terms and conditions.

nber: 年 月	日	電話: Phone Number:
ıber:		_
		_
		_
		<b></b>
		Address:
		地址:
		Proxy:
		代理人:
		Lessor: Mega International Commercial Bank Co., Ltd
nature or seals)		出租人: 兆豐國際商業銀行股份有限公司
	s and	Signed by and between
,		領取確認(簽名或蓋章) r collecting the keys and nature or seals)

聯絡人: 承租人: (簽章)

Contact person: Lessee: (signature and seal)

地址: 地址: Address: Address:

電話: 身分證明文件號碼/統一編(證)號:

Phone Number: Identification Number:

行動電話: 負責人:

Mobile Phone: Responsible Person: 身分證明文件號碼:

Identification Number: 地址:

地址· Address: 電話:

Phone Number: 行動電話: Mobile Phone: 電子郵件信箱: E-mail:

中華民國 年 月 日

Date: \_\_\_\_\_ (mm) \_\_\_\_\_ (dd) \_\_\_\_\_ (yyyy)

	承租人聲明於本保管箱租用契約簽訂完成後,已收妥契約書正		
簽收欄	本,特此簽名或蓋章確認。		
Acknowledgment	The Lessee declares that upon signing the safe deposit box lease		
7 teknowiedginent	agreement, he/she properly received the original copy of the		
	agreement and hereby confirms by signing or seal affixed herewith.		

核對親簽與證件	對保日期	經辨	覆核主管

本契約原本係以中文為之,另作成英語譯文僅供當事人參考之用,本契約內所載各條款如有任何爭執,應以中文文義為憑。

This Agreement is originally prepared in Chinese and is translated into English for reference only. In the event of any conflict or dispute or inconsistency as to the meaning of any terms, conditions or provisions of this Agreement, the Chinese version shall in all events prevail and predominant for all purposes whatsoever.

(附錄)

(Appendix)

#### 金融機構辦理出租保管箱業務安全維護工作應行注意事項

# Model Guidelines for Security Maintenance Work of Safe Deposit Box Leasing Services Provided by Financial Institutions

財政部 86.2.19 台財融第 86605998 號函發布

Published via Letter No. Taiwan-Finance-Banking-86605998 of the Ministry of Finance on February 19, 1997 金融機構辦理出租保管箱業務,放置保管箱處所(下稱保管箱室)應加強辦理下列各項安全維護設(措)施:

With regard to safe deposit box leasing service provided by financial institutions, the following safety arrangements (measures) for the place where the safe deposit boxes are located (hereinafter referred to as the vault) shall be strengthened:

- 一、加強各項進出管制設(措)施,並於營業時間外裝置定時碼鎖,以管制人員進出。
  Strengthen access control arrangements (measures) and install timing password locks to control personnel access after business hours.
- 二、保管箱室上下週邊之外牆應採強化之鋼筋混凝土結構建造,有安全顧慮或其鄰接非屬自用 行舍者,另應包覆厚鋼板,以防歹徒蓄意破壞侵入。
  - The outer walls of the vault shall be constructed using reinforced concrete. If there are safety concerns or the vault is next to property not owned by the financial institution, the vault shall be covered with thick steel plates to prevent sabotage or deliberate intrusion.
- 三、保管箱室內除為保護客戶隱私之區域(如整理室)外,應裝設能涵蓋各角落之錄影監視系統。並將隱密型攝影機及攝影光源之啟動開關、監視器設於保管箱室外隱密處,按時檢查維護,以期營業時間外仍可藉由保管箱室外之監視器上觀察保管箱室內部動靜。
  - Except for area reserved to protect customers' privacy (e.g. the viewing room), video surveillance system shall be installed to cover all corners of the vault. The switches for hidden camera and light source, and the surveillance equipment shall be placed in concealed area outside the vault and be inspected and maintained regularly so that monitors outside the vault may still be switched on to observe movements within the vault after business hours.
- 四、保管箱室應加裝可偵知異物侵入之自動報警、警報系統,或保全防盜系統,並定期檢測, 以維系統之正常操作。
  - The vault shall be equipped with an automatic warning or alarm system or a security system to detect the intrusion of foreign objects. Those systems shall be inspected regularly to ensure they can operate smoothly.
- 五、保管箱不得設置於未符合「建築技術規則」規定之建物內(如違章建物),以符安全。於租 用之行舍內,原則上不經辦出租保管箱業務。
  - For safety reasons, safe deposit boxes shall not be placed in a building that fails to meet the construction technique regulations (e.g. illegal construction). In principal, safe deposit box leasing service would not be provided in a rented office.
- 六、保管箱室應符合消防法規之防火設備(含火警警報系統),並注意檢修電線管路,以防火 災發生。

The vault shall be equipped with fire safety equipment (including fire alarm system) which complies

with the fire safety code. Also, wires shall be checked and maintained carefully to prevent fire.

七、保管箱室如有淹水顧慮者,應裝置防水匣、抽水機等防、排水及其警報系統設備,並於客 戶存放物品時,提醒客戶對於怕受潮物品,妥加包裝或做防水、防霉處理,以防發生水災 時遭受損失。

Vaults having flooding concern shall be equipped with waterproofing and drainage devices, e.g. flood walls or pumps, and relevant alarming systems. Moreover, the financial institution shall remind customers to pack items that may be damaged by dampness carefully or to take some water/mold prevention measures to avoid damage in the event of a flood.

八、保管箱室可視需要配合保全業者或自行裝設遠程監控系統, 俾於發生異狀時, 藉視訊傳輸 達到監控現場之要求。

A remote monitoring system can be installed at the vault per request of the security firm or at the discretion of financial institution so that when abnormality occurs, the vault can be monitored via video transmission.

九、平日應做好敦親睦鄰、守望相助工作,以切實掌握行舍週遭環境變化(尤其空屋、工地、 地下停車場、巷道)對行舍之影響,如有安全之虞者應即與附近警政、消防單位保持密切 良好聯絡,並請警方增加行舍巡邏密度。

The financial institution shall be friend and joint forces with neighbors in monitoring the neighborhood at all times so that it can be clearly aware of the impact from changes in its surroundings (especially the empty houses, construction sites, underground parking lots, alleys, etc.) on the offices. It shall alert the nearly police or fire fighting agencies if there is any security concern and request the police to increase the frequency of patrols.

十、加強與委保之保全業者配合聯繫,並促其落實機動巡查及異常狀況之通知任務。另保全系統設定後如有異常狀況發生,金融機構被通知配合到現場處置狀況人員應保持警覺性,仔細查勘行舍上下週邊及保管箱室內有無異狀,並查明警訊來源,必要時應通知警察機關協助處理。

Strengthen the cooperation and communication with the security firm engaged and ensure it carries out random patrols and notifies the financial institution when there is an abnormality. In addition, if an abnormality occurs after the security system has been set up, the financial institution's personnel being notified to go to the site and handle the situation shall stay alert. He/she shall carefully check whether there are any abnormalities in the immediate proximity of the office and inside the vault, identify the source of alert and notify the police to assist when necessary.

十一、落實行舍安全檢查工作,每日下班前,應責由專人仔細觀察是否尚有人員停留或可疑物 品留置保管箱室並注意行舍內、外牆、天花板、地板是否有被破壞之跡象,慎防歹徒以 逐漸侵蝕方式入侵作案。

Thoroughly implement office security inspections. Before leaving the office, designated personnel shall thoroughly check whether there is any person staying or any suspicious objects in the vault daily and carefully inspect whether there is any trace of damage to the office, exterior walls, ceilings, and floors to prevent criminals from invading the premises through gradual erosion.

91	199	no

	特定目的說明 Description of specific purposes		occasing and use of refsonal pata by mega i				
業務類別 Type of business	業務特定目的及代號 Specific purpose and code	共通特定目的及代號 Common purpose and code	蒐集之個人資料顯別 Categories of personal data collection	個人資料利用之期間 Time Period of using personal data	個人資料利用之地區 Territory of using personal data	個人資料利用之對象 Recipients of using personal data	個人資料利用之方式 Methods of using personal data
ー、存匯業務 1. Deposits and remittances	022か區業務 022か回業務 022ででign Exchange Business 036存款與區放業務 036時次5it and remitting 067信用卡、現金卡、棒帳卡或電子素短業務 0670credit card, cash card, debit card or electronic value-stored card business 082借款戶與存款戶存借作業綜合管理 0820peration of integrated management among the borrowing households with depositors saved business 112条據交換業務 112Negotiation Instrument Exchange Business 118其他經營令分營業登記項目或組城拿程所定之業務 1810ther business operation in accordance with the business registration project or organization Prospectus	collection and processing information in accordance with laws and needs for financial supervision 060金融爭議處理 060 Financial dispute resolution 061金融監督管理與檢查 061 Financial	姓名、身分證統一編號/護照號碼、性別、出生 年月日、通訊方式及其他詳如相關業務申請書或 契約書之內容,並以本行與客戶往來之相關業 務務、帳戶或服務及自客戶或第三人處(例如:財 間法人金融聯合版信中心)所實際蒐集之個人資 計為率。 Name, ID card number/passport number, gender, date of birth, contact information and like other contents of the relevant business application or contract depend on the actual personal data collection from relevant business, account activities and services of Bank's customers and provided by Bank's customers or third person(e.g. Joint Credit Information Center).	如商業會計決等)或因 執行業務所必須之保 存期間或依個別契的 就資料之保存所定之 保存年限。 (以期限最長者為準) 1. Within time period of specific	右邊「個人資料利用之對象」欄位 所列之利用對象其國內及國外所在 地 Any jurisdictions where the entities described in the right column "Recipients of using personal data" are located.	一、本行及本受本行海外委托 機構等發之基行海外委托 機理等務之基利本行股機構) 二、機構。 一、 一、 一、 一、 一、 一、 一、 一、 一、 一、 一、 一、 一、	符合個人資料保護相關法令以自動化 機器或其他非自動化之利用方式。 The personal data will be used through automatic metchine or non-automatic metchds in compliance with the relevant personal data protection laws and regulations.
二、接信業務 2. Credit and lending	022 外匯業務 022 Poreign Exchange Business 067 Gra用卡、現金卡、轉帳卡或電子票證業務 067 Credit card, cash card, debit card or electronic value-stored card business 082 個 poperation of integrated management among the borrowing households with depositors saved business 088 は質臭投信業務 088 Lending and trust business 106 投信業務 106 Credit business 111 景本業務 111 Bills business 126債權整贴現及收買業務 126 Claims the whole discounting and trading business 154徵信 154 Reference 181 其他經營合於營業登記項目或組織章程所定之業務 181 Other business operation in accordance with the business registration project or organization Prospectus	063 Non-government agency collect or process personal data under legal obligations 069契約、類似契約或其他法 / 体關係管理之事務 069 Contract, contract-like or other legal relation matters 090消費者、客户管理與服務 090 Consumer, Customer Management and Service 091消費者保護 091 Consumer Protection 098商業與技術資訊 098 Business and Technical Information 104帳務管理及債權交易業務 104 Account management and debt trading business 116場所進出安全管理 116 Site safety management 136 資值到現實費并停管理 136 Information (Communication) and database Management 137 普通安全集管理	平月日、遠肌方式及其他評如相關素物甲硝普及與約書之內容,並以本行政察产住來之相關業務、帳戶或服務及自客戶或第三人處(例如:財團法人金融聯合徵信中心)所實際蒐集之個人資料為專。 Name, ID card number/passport number, gender, date of birth, contact information and like other contents of the relevant business application or contract depend on the actual personal data collection from relevant business, account activities and services of Bank's customers and provided by Bank's customers or third person(e.g. Joint Credit Information Center).			医生機制  五、客戶所同意之對象( 例如本行共同行銷或 交互運用客户資料之 公司、與本行合作推 廣業務之公司、外國 政府或司法機關等) 1. The Bank and overseas branches (including the service provider engaged with the Bank). 2. The institution using the information in compliance with regulations (e.g. the parent company of the Bank or Mega Financial Holding Company the Bank belonging to). 3. The institutions in relation to relevant business (e.g. correspondent banks, Joint Credit Information Center, National Credit Card Center of R.O.C., Taiwan Clearing House, Financial Information Service Co., Ltd., credit guarantee institutions,	
三、信用卡業務 3. Credit card	022外區業務 022 Foreign Exchange Business 067信用卡、現金卡、轉帳卡或電子票證業務 067 Credit card, cash card, debit card or electronic value-stored card business 022借放户県存款户存借作業除合管理 082 Operation of integrated management among the borrowing households with depositors saved business 08器核質臭投信業務 088 Lending and trust business 106投信業務 106 Credit business 154极信 154 Reference 181其他經營合於營業登記項目或組織章程所定之業務 181 Other business operation in accordance with the business registration project or organization Prospectus	148網路購物及其他電子商務服務 148 Internet shopping and other electronic commerce services 157調查、統計與研究分析	姓名、身分證統一編號/護照號碼、性別、出生年月日、通訊方式及其他詳如相關業務申請書或契約書之內容,並以本行與客戶往來之相關業務 契約書之內容,並以本行與客戶往來之相關業務 關於、帳戶或服務及自客戶或第三人處(例如:財 團法人金融聯合徵信中心)所實際蒐集之個人資 附ame. ID card number/passport number, gender, date of birth, contact information and like other contents of the relevant business application or contract depend or the actual personal data collection from relevant business, account activities and services of Bank's customers and provided by Bank's customers or third person(e.g. Joint Credit Information Center).			credit guarantee institutions, credit card international organizations, credit card acquirers and engaged stores). 4. Legally investigation authority or financial supervisory authority. 5. Parties agreed by you (e.g. entities for joint marketing or mutual use of customers' data or entities working with the Bank for cooperative promotion and for soliciting business or foreign governments and judicial agencies).	
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兼 Attached list of Notification for Collection, Pr	豐國際商業銀行告知書附表 occessing and Use of Personal Data by Mega In	nternational Commercial Bank		2022. 09
4t ch 24 44 0 M December of appointing and appointing authority				

株定目的説明 Description of specific purposes								
業務類別 Type of business	業務特定目的及代號 Specific purpose and code	共通特定目的及代號 Common purpose and code	蒐集之個人資料類別 Categories of personal data collection	個人資料利用之期間 Time Period of using personal data	個人資料利用之地區 Territory of using personal data	個人資料利用之對象 Recipients of using personal data	個人資料利用之方式 Methods of using personal data	
四、外匯業務 4. Foreign exchange	022外區業務 022 Foreign Exchange Business 036存數與區數業務 036 Deposit and remitting 082借數戶與存款戶存借作業綜合管理 082 Operation of integrated management among the borrowing households with depositors saved business 088核疫與投信業務 088 Lending and trust business 106於信業務 106 Credit business 154敬信 154 Reference 181其他經營合於營業登記項目或組織章程所定之業務 181 Other business operation in accordance with the business registration project or organization Prospectus		姓名、身分證統一編號/護照號碼、性別、出生年月日、通訊方式及其他詳如相關業務申請書或契約書之內容,並以本行與客户往來之相關業務 契約書之內容,並以本行與客户往來之相關業務 特、帳戶復服務員名客户或第三人處(例如:財 團法人金融聯合徵信中心)所實際蒐集之個人責 料為率。 Name, ID card number/passport number, gender, date of birth, contact information and like other contents of the relevant business application or contract depend on the actual personal data collection from relevant business, account activities and services of Bank's customers and provided by Bank's customers or third person(e.g. Joint Credit Information Center).					
五、有價證券業務 5. Negotiable securities	111 票券業務 111 Bills business 044投資管理 044 Investment management 082借款戶與存款戶存借作業綜合管理 082 Operation of integrated management among the borrowing households with depositors saved business 088核疫與投信業務 088 Lending and trust business 106按信業務 106 Credit business 154敬信 154 Reference 181其他經營合於營業登記項目或組織章程所定之業務 181 Other business operation in accordance with the business registration project or organization Prospectus		姓名、身分證統一編號/護照號碼、性別、出生年月日、通訊方式及其他詳如相關業務申請書或契約書之內容,並以本行與客戶往來之相關業務時報為一個人類的一個人類的一個人類的一個人類的一個人類的一個人類的一個人類的一個人類的					
六、财富管理業務 6. Wealth management	001人身保險 001 Life and Health Insurance 022と下正業務 036 Pospit and remitting 044投資管理 044 Investment management 065保险絶尽・代理・公路業務 066 Insurance managing, agency and notary business 086保証業務 068 Trust business 082借款户與存款户存借作業綜合管理 082 Operation of integrated management among the borrowing households with depositors saved business 166避免・期貨・延急投資信託及顧問相關業務 166 Securities, futures, securities investment trusts and consultants related business 094財産管理 094 Property management 181其他經營合於營業登記項目或組織章程所定之業務 181 Other business operation in accordance with the business registration project or organization Prospectus		姓名、身分證統一編號/護照號碼、性別、出生年月日、通訊方式及其他详如相關業務申請書或契約書之內容,並以本行與客户往來之相關業務,數學成業人處人類知。 國法人金融聯合徵信中心)所實際蒐集之個人資料為事。 Name, ID card number/passport number, gender, date of birth, contact information and like other contents of the relevant business application or contract depend on the actual personal data collection from relevant business, account activities and services of Bank's customers and provided by Bank's customers or third person(e.g. Joint Credit Information Center).					

	Attached list of		兆豐國際商業銀行告知書附表 Processing and Use of Personal Data by Mega I	nternational Commercial Bank			2022
	特定目的説明 Description of specific purposes						
業務類別 Type of business	業務特定目的及代號 Specific purpose and code	共通特定目的及代號 Common purpose and code	蒐集之個人資料類別 Categories of personal data collection	個人資料利用之期間 Time Period of using personal data	個人資料利用之地區 Territory of using personal data	個人資料利用之對象 Recipients of using personal data	個人資料利用之方式 Methods of using personal da
七、其他經營合於營業登記項目或組	022外匯業務		姓名、身分證統一編號/護照號碼、性別、出生				
<b>截章程所定之業務,或經中央主管機</b>	022 Foreign Exchange Business		年月日、通訊方式及其他詳如相關業務申請書或				
關核准辦理之其他有關業務(例如:	036存款與匯款業務		契約書之內容,並以本行與客戶往來之相關業				
呆管箱業務、黃金存摺業務、電子金	036 Deposit and remitting		務、帳戶或服務及自客戶或第三人處(例如:財				
融業務、代理收付業務、共同行銷或	181其他經營合於營業登記項目或組織章程所定之業務		團法人金融聯合徵信中心)所實際蒐集之個人資				
合作推廣業務…等。)	181 Other business operation in accordance with the		料為準。				
7. Other business operation in	business registration project or organization		Name, ID card number/passport number,				
	Prospectus		gender, date of birth, contact information				
egistration project or			and like other contents of the relevant				
organization Prospectus, or to			business application or contract depend on				
conduct other relevant			the actual personal data collection from				
ousinesses which may be			relevant business, account activities and				
authorized by the Central			services of Bank's customers and provided				
Competent Authority (Eg. safe			by Bank's customers or third person(e.g.				
leposit boxes, gold deposit,			Joint Credit Information Center).				
electronic banking, agency							
collection and payment services,							
inancial cross-selling or joint							
promotion.)							