

保管箱租用契約書修訂條文對照表

修訂條文	現行條文
<p>第二十四條（防制洗錢及打擊資恐）</p> <p>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。</p> <p>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。</p> <p><u>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。</u></p> <p>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：</p> <p>一、在不違反相關法令情形下，出租人如果得知</p>	<p>第二十四條（防制洗錢及打擊資恐）</p> <p>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。</p> <p>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。</p> <p>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：</p> <p>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。</p> <p>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：</p> <p>（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</p> <p>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）。</p>

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。

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。

保管箱租用契約書中英文版修訂條文對照表

修訂條文	現行條文
<p>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,</p>	<p>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,</p>

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。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

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



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。

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

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.

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.

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.