兆豐國際商業銀行存款開戶總約定書修訂條文對照表

114.06-013版

修訂條文

第壹章第二十二條第三點第4小點: 存戶違反本契約共同約定事項<u>第三十四條</u> FATCA 法案或金融機構執行共同申報及盡職審查作業辦法相關約定且於銀行通知後逾期仍未辦理結清銷戶者。

Subparagraph 4, Paragraph 3 of Article 22 of Chapter One:

Where the Depositor is in violation of Article 34 of the common terms and conditions in the Agreement regarding FATCA regulations or related regulations of the common standard on reporting and due diligence and the Depositor fails to settle accounts and close the account within the deadline specified in the Bank's notice.

第壹章第二十三條:

存戶若發現銀行帳戶遭盜用或有其他 未經合法授權使用之情形,應主動通知 銀行暫停或終止使用該帳戶,並立即向 當地警察機關報案。

Article 23 of Chapter One:

The Depositor shall take the initiative to contact the Bank to suspend or to terminate the Deposit account, as well as reporting to local police stations immediately, should any form of misappropriation or unauthorized use of said account is noticed by the Depositor.

現行條文

第壹章第二十二條第三點第4小點:存戶違反本契約共同約定事項<u>第三十二條</u> FATCA 法案或金融機構執行共同申報及盡職審查作業辦法相關約定且於銀行通知後逾期仍未辦理結清銷戶者。

Subparagraph 4, Paragraph 3 of Article 22 of Chapter One:

Where the Depositor is in violation of Article 32 of the common terms and conditions in the Agreement regarding FATCA regulations or related regulations of the common standard on reporting and due diligence and the Depositor fails to settle accounts and close the account within the deadline specified in the Bank's notice.

第壹章第二十四條:

存戶與銀行建立業務往來關係後,如經 銀行發現所營事業涉及提供虛擬資產 服務之事業或人員,銀行得拒絕或暫時 停止本契約所載之各項交易,或於通知 存戶後終止業務往來關係。

存戶因前項情形所生損害、損失或不利益,均由存戶自行承擔,銀行概不負責。 倘因存戶未能於本契約成立時或本契約存續期間內履行本條之約定,致銀行 未能遵循相關規範(包括但不限於國內 外法令)而受有損害者,存戶應負一切 損害賠償責任。

Article 24 of Chapter One:

In the event that the Depositor is identified by the Bank as a "Virtual Asset Service Provider" (VASP) or as someone who runs a business relating to such, after business relations is established between the two, the Bank may refuse or suspend any transaction provided in the Agreement, or even terminate the business relations after notifying the Depositor.

If the Depositor suffers from any loss or disadvantage arising from the preceding paragraph, the Depositor shall bear such loss or disadvantage, and the Bank shall not be held liable for damages resulted therefrom.

In the event that the Bank suffers from any loss or disadvantage arising from failing to comply with the relevant regulations (including, but not limited to, domestic and foreign regulations), due to the Depositor's failure to fulfill the agreement provided in this provision when the Agreement is signed or during the duration of the Agreement, the Depositor agrees to compensate the Bank for such damages.

第壹章<u>第二十五條</u>~第壹章<u>第四十一</u> 條

Article $\underline{25}$ of Chapter One ~ Article $\underline{41}$ of Chapter One

第壹章<u>第二十三條</u>~第壹章<u>第三十九</u>條

Article $\underline{23}$ of Chapter One ~ Article $\underline{39}$ of Chapter One

第參章第八條:

除本契約第壹章共同約定事項第二十 一條、第二十二條、第三十四條 的止本契約(包括但不限於終止業務往 來、中途解約)並辦理銷戶者,其餘本 存款非存戶本人親自辦理到期結清或 中途解約者,限存(匯)入本人帳戶。

Article 8 of Chapter Three:

Except for Articles 21, 22, and 34 in the common terms and conditions of the first chapter where the Bank shall terminate the Agreement (including but not limited to termination of business transactions and cancellation of the Agreement before the maturity), for the closing of the account or the cancellation of the Agreement before the maturity handled by anyone but the account holder, the balance of the deposit shall only be deposited (transferred) to the account of the holder.

第伍章第三條第四點:

除本契約第壹章共同約定事項第二十 一條、第二十二條、第三十四條 終止本契約(包括但不限於終止業務往 來、中途解約)並辦理銷戶者,其餘本 存款非存戶本人親自辦理到期結清或 中途解約者,限存(匯)入本人帳戶。

Paragraph 4 of Article 3 of Chapter Five: Except for Articles 21, 22, and 34 in the common terms and conditions of the first chapter where the Bank shall terminate the Agreement (including but not limited to termination of business transactions and cancellation of the Agreement before the maturity), for the closing of the account or the cancellation of the Agreement before the maturity handled by anyone but the account holder, the balance of the deposit shall only be deposited (transferred) to the account of the holder.

第參章第八條:

除本契約第壹章共同約定事項第二十 一條、第二十二條、<u>第三十二條</u>由銀行 終止本契約(包括但不限於終止業務往 來、中途解約)並辦理銷戶者,其餘本 存款非存戶本人親自辦理到期結清或 中途解約者,限存(匯)入本人帳戶。

Article 8 of Chapter Three:

Except for Articles 21, 22, and 34 in the common terms and conditions of the first chapter where the Bank shall terminate the Agreement (including but not limited to termination of business transactions and cancellation of the Agreement before the maturity), for the closing of the account or the cancellation of the Agreement before the maturity handled by anyone but the account holder, the balance of the deposit shall only be deposited (transferred) to the account of the holder.

第伍章第三條第四點:

除本契約第壹章共同約定事項第二十 一條、第二十二條、第三十二條 終止本契約(包括但不限於終止業務往 來、中途解約)並辦理銷戶者,其餘本 存款非存戶本人親自辦理到期結清或 中途解約者,限存(匯)入本人帳戶。

Paragraph 4 of Article 3 of Chapter Five: Except for Articles 21, 22, and 32 in the common terms and conditions of the first chapter where the Bank shall terminate the Agreement (including but not limited to termination of business transactions and cancellation of the Agreement before the maturity), for the closing of the account or the cancellation of the Agreement before the maturity handled by anyone but the account holder, the balance of the deposit shall only be deposited (transferred) to the account of the holder.