

兆豐國際商業銀行國際金融業務分行授信目的帳戶開戶總約定書

修訂條文對照表

修訂條文	現行條文
<p>十五、 略</p> <p><u>The Undersigned agrees to cooperate with the Bank in conducting customer due diligence and ongoing monitoring during the application for account opening and throughout the course of the banking relationship, including but not limited to the provision of necessary information and documents. The Undersigned further warrants the authenticity and accuracy of all information provided.</u></p> <p><u>If, based on the information submitted by the Undersigned, past transaction records (if any), the stated purpose of account opening, the timing of the application (including but not limited to cases where a new account is applied for immediately after account closure), or other relevant factors, the Bank reasonably determines that there is a suspicion of illegality, an apparent anomaly in transactions, an unreasonable explanation for the purpose of the account or the flow of funds, or any other indication of potential violation of laws or regulations, the Bank reserves the right to decline the account opening application or to postpone its processing.</u></p> <p><u>立約定書人同意於申請開立本帳戶及與銀行往來期間，配合銀行進行立約定書人盡職調查及持續審查作業(包括但不限於提供必要資訊與文件等)，並保證所提供資訊之真實性與正確性。</u></p> <p><u>若經銀行依據立約定書人提供之資訊、過往交易紀錄(若有)、開戶目的、申請時間點(包括但不限於銷戶後立即申請開戶等情形)及其他相關因素綜合評估認有疑似不法、交易顯屬異常、開戶目的或資金往來無法合理解釋，或有其他違反法令之虞時，銀行得婉拒立約定書人之開戶申請或延後處理。</u></p>	<p>十五、 略</p>

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<p>十八、 略</p> <p><u>The Undersigned agrees that, in the event of being placed under adult guardianship or assistance in the future, the Undersigned or their guardian/assistant shall proactively notify the Bank and complete the relevant procedures as deemed necessary by the Bank to verify the identities of both the Undersigned and the guardian/assistant (including but not limited to updating the specimen signature/seal and submitting identification documents). Prior to such notification, the Bank shall bear no liability for any losses arising from transactions executed in accordance with the Undersigned's instructions.</u></p> <p><u>立約定書人同意未來如有受成年監護/輔助宣告之情事，本人或監護人/輔助人應主動告知銀行，並完成銀行所認定得確認立約定書人與監護人/輔助人身分之相關程序(包括但不限於辦理印鑑變更、留存身分證資料等)。本人或監護人/輔助人未主動告知前，銀行依據立約定書人所為指示進行之交易所致之損失，銀行概不負責。</u></p>	<p>十八、 略</p>
<p>二十、</p> <p><u>In accordance with the Money Laundering Control Act, the Regulations Governing Anti-Money Laundering of Financial Institutions, the Counter-Terrorism Financing Act, the Fraud Prevention Act, and related subordinate regulations, the Bank shall, for the purposes of anti-money laundering (AML), countering the financing of terrorism (CFT), and fraud prevention, implement relevant measures concerning the Undersigned and related parties (including but not limited to the Undersigned's beneficial owner(s), senior management personnel, persons related to the deposit such as agents, representatives, authorized persons, and transaction</u></p>	<p>二十、</p> <p><u>According to the Money Laundering Control Act, Regulations Governing Anti-Money Laundering of Financial Institutions, and Counter-Terrorism Financing Act, the Bank shall not be liable for any damage or compensation for the Undersigned or its related parties for any related measures (including but not limited to regular and/or irregular assessments, investigations, and reports) on the Undersigned or its related parties (including without limitation the Undersigned's beneficial owners, senior managers, related parties to the accounts (e.g. agents, representatives, or authorized individuals), and</u></p>

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<p>counterparties), to the extent permitted by applicable laws and regulations. Such measures may include, but are not limited to, ongoing monitoring, transaction review, risk assessment, investigation, and reporting.</p> <p>The Undersigned shall cooperate with the Bank in implementing the aforementioned measures and shall provide the most up-to-date and accurate information regarding themselves and their related parties (including but not limited to identity documents, information on beneficial owners, and persons exercising control over the Undersigned). The Undersigned shall also provide explanations regarding the purpose of account opening, intended use of the account, nature and purpose of transactions, sources and destinations of funds, and other relevant information as requested.</p> <p>The Undersigned agrees that, for specific purposes including fraud prevention, anti-money laundering (AML), contract performance, risk management, and regulatory compliance, the Bank may collect, process, or use the Undersigned's personal data, including identity information, account status (including but not limited to flagged accounts, controlled accounts, and account closure information), and matters related to dealings with financial institutions. The Bank may also report or share the aforementioned personal data, through the Financial Information Co., Ltd., with relevant financial institutions and judicial authorities.</p> <p>The Undersigned agrees that the Bank, with the purpose of complying with domestic and foreign laws and regulations related to Anti-Money laundering/ Countering the financing of terrorism (including but not limited to the Section</p>	<p>transaction counterparties) executed within the legally permissible scope under all conditions specified in this Agreement for anti-money laundering or counter-terrorism financing purposes or operations.</p> <p>The Undersigned agrees that the Bank may transmit information on suspected money laundering, economic or trade restrictions/sanctions imposed by any country or international organization, special control status under the Bank's management, and Undersigned related to the items above and any of their transactions with the Bank, and Undersigned and their related parties within the Bank, between the Bank's branch institutions, the Bank'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.</p> <p>The Undersigned agrees that the Bank may provide (including cross-border transfer) bank records (including but not limited to product services and transaction records provided by the Bank), accounting books, or other information related to the Undersigned or the account to the relevant government agencies (including but not limited to judicial, administrative, tax, or other competent authorities) in accordance with domestic or foreign laws or government</p>

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<p><u>6308 Anti-Money Laundering Act of USA and any other domestic and foreign regulations, treaties or agreements signed between the Republic of China and any foreign country), may provide (including cross-border transfers) the Undersigned's relevant bank records (including but not limited to the products and services provided by the Bank and transaction records, etc.), account books, or any other information to the competent authorities of R.O.C or foreign countries (including but not limited to judicial, administrative, taxation or any other competent authority) in accordance with domestic or foreign laws and regulations, court judgements (decisions), orders or requirements of the government agencies. Moreover, the Undersigned as a juristic (corporate) person guarantees that its related parties (including but not limited to the beneficial owners, senior managers, agents, representatives and authorized person of the Undersigned, etc.) agrees that the Bank, with the aforementioned purpose, may provide personal information of the aforesaid parties to the government agencies or competent authorities mentioned in the previous paragraph.</u></p> <p>The Undersigned agrees that the Bank may process any of the following conditions involving the Undersigned or its related party without notifying the customer to comply with related anti-money laundering and counter terrorism financing laws and regulations. Any damage or detriment suffered by the Undersigned or its related party shall be borne by the Undersigned or its related party and the Bank shall not be liable for compensation:</p> <p>1)Where related laws or regulations are not violated, the Bank may, if it learns or is required to assume that the Undersigned's source of funds is from</p>	<p><u>agencies' judgments (decisions), orders, or requirements for the purpose of complying with domestic or foreign laws and regulations of anti-money laundering or counter-terrorism financing (including but not limited to Anti-Money Laundering Act Section 6308 and other domestic or foreign laws and regulations ,treaties, accords, or agreements signed between our country and foreign governments); The Undersigned has obtained the consent of its related parties (including but not limited to the Undersigned's beneficial owners, senior managers, agents, representatives, and authorized individuals) when opening the account that the Bank may provide the above personnel's personal data to the above government agencies or competent authorities within the scope of the aforementioned purposes.</u></p> <p>The Undersigned agrees that the Bank may process any of the following conditions involving the Undersigned or its related party without notifying the customer to comply with related anti-money laundering and counter terrorism financing laws and regulations. Any damage or detriment suffered by the Undersigned or its related party shall be borne by the Undersigned or its related party and the Bank shall not be liable for compensation:</p> <p>1)Where related laws or regulations are not violated, the Bank may, if it learns or is required to assume that the Undersigned's source of funds is from corruption or abuse of public assets, <u>refuse or sever business relationships with the Undersigned.</u></p> <p>2)Where the Undersigned or its related party is subject to economic or trade restrictions/sanctions or</p>

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<p>corruption or abuse of public assets, <u>the Bank may refuse to open an account or may terminate the business relationship.</u></p> <p>2)Where the Undersigned or its related party is subject to economic or trade restrictions/sanctions or announced, identified or investigated by a foreign government, international anti-money laundering organization, or the Ministry of Justice in accordance with the “Counter-Terrorism Financing Act”, <u>the Bank may refuse to establish or continue any business relationship and may proceed with account termination without prior notice.</u></p> <p>3)Where the Undersigned fails to comply with the Bank’s regular and/or irregular reviews, refuses to provide information on the beneficial owner or the individual with controlling rights over the Undersigned , refuses to explain the nature or purpose of the transaction or the source of funding, is suspected to be involved in a money laundering or terrorist financing transaction, or where the Bank deems it necessary (including but not limited to cases where the review process deems the documents provided by the Undersigned to be questionable, the account or the transaction is deemed as abnormal after Undersigned 's explanation, or the media reports that the Undersigned is involved in specific illegal cases), <u>the Bank may refuse to open an account, temporarily suspend transactions, impose restrictions on transaction amounts or scope, suspend or terminate part or all of the business relationship, refuse to provide additional services, or take other necessary measures.</u></p> <p><u>4)If the Undersigned violates Article 22 of the Money Laundering Control Act or any related provisions, the Bank may, in accordance with applicable laws and</u></p>	<p>announced, identified or investigated by a foreign government, international anti-money laundering organization, or the Ministry of Justice in accordance with the “Counter-Terrorism Financing Act”, <u>the Bank may refuse business transactions or close the account without notice.</u></p> <p>3) Where the Undersigned fails to comply with the Bank’s regular and/or irregular reviews, refuses to provide information on the beneficial owner or the individual with controlling rights over the Undersigned , refuses to explain the nature or purpose of the transaction or the source of funding, is suspected to be involved in a money laundering or terrorist financing transaction, or where the Bank deems it necessary (including but not limited to cases where the review process deems the documents provided by the Undersigned to be questionable, the account or the transaction is deemed as abnormal after Undersigned 's explanation, or the media reports that the Undersigned is involved in specific illegal cases),<u>the Bank may temporarily suspend transactions, temporarily suspend or terminate business relationships, or take other necessary measures.</u></p>

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<p><u>regulations at the time, impose restrictions on the transaction amounts for the relevant banking services.</u></p> <p><u>The Undersigned acknowledges and agrees that, for the purposes of fraud prevention, maintaining financial order, and protecting the assets of the Undersigned and others, the Bank may, in accordance with the Fraud Crime Hazard Prevention Act, the Regulations Governing Fraud Prevention Obligations of Financial Institutions and Virtual Asset Service Providers or Personnel, the Regulations for the Licensing and Supervision of Financial Information Service Enterprises for Interbank Fund Transfers and Clearing, and other relevant regulations, directives, or guidelines issued by competent authorities, implement the following management and control measures for accounts or transactions suspected of being involved in fraud. The Bank may also collect, process, and use the Undersigned's personal data to the extent authorized by law or as necessary to fulfill its legal obligations:</u></p> <p><u>1)In the event of any abnormal circumstance as identified by the competent authority or as determined by the Bank pursuant to its internal risk control procedures, the Bank may implement the measures set forth in each subparagraph of the preceding Article.</u></p> <p><u>2)The aforementioned abnormal conditions may include, but are not limited to: frequent account openings or designation of transfer accounts within a short period; unverifiable contact information; transaction patterns inconsistent with the Undersigned's age or professionalbackground; or multiple reports of suspected illegal activity involving the account.</u></p> <p><u>3)The Undersigned acknowledges and</u></p>	

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<p><u>agrees that the Bank's data inquiries, cross-checks, or transaction monitoring conducted for the above purposes constitute actions undertaken in fulfillment of its legal obligations to prevent fraud and money laundering. Such actions are in compliance with Article 19, Paragraph 1 and Article 20, Paragraph 1 of the Personal Data Protection Act. The Bank shall maintain confidentiality and keep proper records of such inquiries in accordance with the law.</u></p> <p>根據洗錢防制法、金融機構防制洗錢辦法、資恐防制法、詐欺犯罪危害防制條例及其相關子法等法令規範，銀行為執行防制洗錢、打擊資恐及防制詐欺之目的與作業，對立約定書人與立約定書人關係人（包括但不限於立約定書之實質受益人、高階管理人、本帳戶關係人（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（包括但不限於持續監控、交易檢視、風險評估、調查及申報等）。於本條約定各項情形下，銀行均毋須對立約定書人或立約定書人關係人負任何損害賠償責任。</p> <p><u>立約定書人應配合銀行執行前項措施，提供自身及關係人之最新且真實資訊（包括但不限於身分證明文件、實質受益人資訊、對立約定書人行使控制權之人資訊），並應配合說明開戶目的、帳戶用途、交易性質與目的、資金來源及去向等。</u></p> <p><u>立約定書人同意銀行得於防制詐欺犯罪、洗錢防制、履行契約、風險管理、及法令遵循等特定目的範圍內，蒐集、處理或利用立約定書人身分資訊、帳戶狀態（包括但不限於警示帳戶、衍生管制帳戶、銷戶資訊等）或金融機構往來事項等個人資料，並將上揭個人資料，透過財金資訊股份有限公司通報或照會相關金融機構及司法機關。</u></p> <p>立約定書人同意銀行為遵循防制洗錢及打擊資恐相關之國內外法令規定（包</p>	

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<p>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,將與立約定書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);立約定書人並擔保於本帳戶開戶時已取得立約定書人關係人(包括但不限於立約定書人之實質受益人、高階管理人、代理人、代表人及被授權人等)之同意,使銀行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。</p> <p>立約定書人與立約定書人關係人如有以下情形之一者,立約定書人同意銀行毋須通知客戶,得逕為下列之處理,以遵循防制洗錢及打擊資助恐怖主義等相關法令規範,倘立約定書人與立約定書人關係人因此發生損害或承受不利益均由其自行承擔,銀行不負擔損害賠償責任:</p> <p>(一)在不違反相關法令情形下,銀行如果得知或必須假定立約定書人往來資金來源自貪瀆或濫用公共資產時,得<u>拒絕開戶</u>或<u>終止</u>業務往來關係。</p> <p>(二)立約定書人與立約定書人關係人受經濟或貿易限制/制裁、外國政府或國際洗錢防制組織或法務部依「資恐防制法」公告認定或追查之恐怖分子或團體,銀行得拒絕<u>開戶</u>或<u>其他</u>業務往來,並得逕行銷戶。</p> <p>(三)立約定書人不配合銀行定期或不定期審視、拒絕提供實質受益人或對立約定書人行使控制權之人等資訊、對交易之性質與目的或資金來源不願配合說明、涉及疑似洗錢或資恐交易、或銀行認為必要時(包括但不限於經審視程序認定立約定書人提供之文件或審視之結果有疑義者、經立約定書人說明後仍認定帳</p>	<p>根據洗錢防制法、金融機構防制洗錢辦法<u>與資恐防制法等相關法令</u>,銀行<u>為執行防制洗錢及打擊資恐</u>之目的與作業,對立約定書人與立約定書人關係人(包括但不限於立約定書人之實質受益人、高階管理人、本帳戶關係人(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(<u>包括但不限於定期及/或不定期之審查、調查及申報等</u>),於本條約定各項情形下,銀行均毋須對立約定書人或立約定書人關係人負任何損害賠償責任。</p> <p><u>立約定書人同意銀行得將疑似洗錢、受任何國家或國際組織經濟或貿易限制/制裁、具受銀行控管特殊身分、或與前揭目的相關之立約定書人及其與銀行從事任何交易之資料、與立約定書人及立約定書人關係人有關之資料在銀行、銀行分支機構、銀行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。</u></p> <p>立約定書人同意銀行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,將與立約定書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);立約定書人並擔保於本帳戶開戶時已取得立約定書人關係人(包括但不限於立約定</p>

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<p>戶或交易有異常或洗錢疑慮者、或媒體報導其涉及違法之特殊案件等)，<u>銀行得拒絕開戶、暫時停止交易、限制交易金額或範圍、暫停或終止部分或全部業務往來關係、拒絕新增服務或採行其他必要之措施。</u></p> <p>(四) <u>立約定書人違反洗錢防制法第二十二條及其相關規定時，銀行得依當時法令限制各項業務往來項目之交易金額。</u></p> <p><u>立約定書人了解並同意，為防制詐欺犯罪、維護金融秩序及保護立約定書人自身與他人資產安全，銀行得依「詐欺犯罪危害防制條例」、「金融機構及提供虛擬資產服務之事業或人員防制詐欺犯罪危害應遵循事項辦法」、「金融機構間資金移轉帳務清算之金融資訊服務事業許可及管理辦法」及其他主管機關訂定之相關辦法、命令或指引，對疑涉詐欺之帳戶或交易進行下列管理與處置，且得於符合法令授權或為履行法定義務之必要範圍內，蒐集、處理及利用立約定書人個人資料：</u></p> <p>(一) <u>於符合主管機關或銀行依內部風險控管作業所認定之異常情形時，銀行得採行前條措施。</u></p> <p>(二) <u>前項帳戶異常情形包括但不限於：短期內頻繁開戶或約定帳號、無法查證之聯絡資訊、交易行為異常或與年齡、職業背景不符者、帳戶多次涉及不法通報紀錄等情事。</u></p> <p>(三) <u>立約定書人了解並同意，銀行為前項目的所為之資料照會、交叉查核或交易紀錄控管等行為，乃為履行防制詐欺與洗錢之法定義務，符合個人資料保護法第19條第1項及第20條第1項之規定，且銀行應依法就照會事項進行保密及紀錄保存。</u></p>	<p>書人之實質受益人、高階管理人、代理人、代表人及被授權人等)之同意，使銀行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。</p> <p>立約定書人與立約定書人關係人如有以下情形之一者，立約定書人同意銀行毋須通知客戶，得逕為下列之處理，以遵循防制洗錢及打擊資助恐怖主義等相關法令規範，倘立約定書人與立約定書人關係人因此發生損害或承受不利益均由其自行承擔，銀行不負擔損害賠償責任：</p> <p>(一) 在不違反相關法令情形下，銀行如果得知或必須假定立約定書人往來資金來源自貪瀆或濫用公共資產時，得<u>不予接受</u>或<u>斷絕</u>業務往來關係。</p> <p>(二) 立約定書人與立約定書人關係人受經濟或貿易限制/制裁、外國政府或國際洗錢防制組織或法務部依「資恐防制法」公告認定或追查之恐怖分子或團體，銀行得<u>拒絕業務往來</u>或逕行銷戶。</p> <p>(三) 立約定書人不配合銀行定期或不定期審視、拒絕提供實質受益人或對立約定書人行使控制權之人等資訊、對交易之性質與目的或資金來源不願配合說明、涉及疑似洗錢或資恐交易、或銀行認為必要時(包括但不限於經審視程序認定立約定書人提供之文件或審視之結果有疑義者、經立約定書人說明後仍認定帳戶或交易有異常或洗錢疑慮者、或媒體報導其涉及違法之特殊案件等)，<u>銀行得暫時停止交易，或暫時停止或終止業務關係或採行其他必要之措施。</u></p>

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<p>二十一、 (一)、(二)、(四)、(五)略</p> <p>3)The Undersigned agrees that in the event of any of the following, the Bank may terminate all or part of the Agreement through written notice or other appropriate methods. The Bank also has the right to forgo regular fund retrieval procedures and dispose of the account or close the account. Any damage or detriment suffered by the Undersigned shall be borne solely by the Undersigned and the Bank shall not be liable for compensation.</p> <p>(1)Where the Undersigned is in violation of the Agreement and has failed to respond to the Bank's request for improvement or for payment by specific deadlines;</p> <p><u>(2)Where any of the circumstances listed under Article 19 of this Chapter occurs, and the account balance is below the equivalent of NT\$1,000.</u></p> <p><u>(3)Where any of the circumstances under Article 20 of this Chapter arises that requires the Bank to implement anti-money laundering (AML), countering the financing of terrorism (CFT), and fraud prevention measures, and the Bank, based on a comprehensive assessment, determines that the agreement should be terminated.</u></p> <p>(4)Where the Undersigned is in violation of Article 29 in the Agreement regarding FATCA regulations or related regulations of common reporting or due diligence review procedures and the Undersigned fails to settle accounts and close the account within the deadline specified in the Bank's notice.</p> <p><u>(5)Where the Undersigned, without legitimate reason, delivers or provides the account/account number to others for use, or permits others to</u></p>	<p>二十一、 (一)、(二)、(四)、(五)略</p> <p>3)The Undersigned agrees that in the event of any of the following, the Bank may terminate all or part of the Agreement through written notice or other appropriate methods. The Bank also has the right to forgo regular fund retrieval procedures and dispose of the account or close the account. Any damage or detriment suffered by the Undersigned shall be borne solely by the Undersigned and the Bank shall not be liable for compensation.</p> <p>(1)Where the Undersigned is in violation of the Agreement and has failed to respond to the Bank's request for improvement or for payment by specific deadlines;</p> <p><u>(2)Any circumstance under Article 19 of this agreement;</u></p> <p><u>(3)Those who have the circumstances under Article 20 of this Agreement, where the Bank has to carry out measures to prevent money laundering and combat the financing of terrorism;</u></p> <p>(4)Where the Undersigned is in violation of Article 29 in the Agreement regarding FATCA regulations or related regulations of common reporting or due diligence review procedures and the Undersigned fails to settle accounts and close the account within the deadline specified in the Bank's notice.</p> <p>(三)立約定書人同意倘有下列任一情事發生時，銀行得以書面或其他適當方式終止本契約之全部或一部分，並有權於未終止本契約前即不經由一般取款程序，逕就本帳戶為必要之處分或銷戶，倘立約定書人因此發生損害或承受不利益均由立約定書人自行承</p>

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<p><u>open an account or conduct transactions under the Undersigned's name.</u></p> <p><u>(6)Where the Undersigned violates applicable laws or regulations, public order or good morals, causes damage to the rights, interests, or reputation of the Bank, or engages in other unlawful conduct.</u></p> <p><u>(7)Where the Undersigned is determined by the Bank to be engaged in virtual asset service activities, and the Bank assesses such activities to be of high risk or issues a notice to terminate the business relationship (refer to Article 38 of this Chapter for details).</u></p> <p><u>(8)Where the account is determined under Article 19 of this Chapter to be suspected of involvement in fraudulent activities, and the circumstances are serious or the Undersigned fails to cooperate with the Bank's requests for clarification, and the Bank determines, based on risk management considerations, that the agreement should be terminated.</u></p> <p>(三) 立約定書人同意倘有下列任一情事發生時，銀行得以書面或其他適當方式終止本契約之全部或一部分，並有權於未終止本契約前即不經由一般取款程序，逕就本帳戶為必要之處分或銷戶，倘立約定書人因此發生損害或承受不利益均由立約定書人自行承擔，銀行不負損害賠償責任：</p> <ol style="list-style-type: none"> 1. 立約定書人違反本契約之約定，經銀行催告限期改善或限期請求履行未果者； 2. <u>發生本章第十九條所列情事，且帳戶餘額在等值新臺幣一千元以下者。</u> 3. <u>發生本章第二十條所列銀行須執行防制洗錢、打擊資恐及防制詐欺相關措施，且經銀行綜合評估認應終止契約者。</u> 4. 立約定書人違反本章第二十九條有關 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 	<p>擔，銀行不負損害賠償責任：</p> <ol style="list-style-type: none"> 1. 立約定書人違反本契約之約定，經銀行催告限期改善或限期請求履行未果者； 2. <u>有本契約第十九條所列情事者；</u> 3. <u>有本契約第二十條所列銀行須執行有關防制洗錢及打擊資恐措施者；</u> 4. 立約定書人違反本<u>契約</u>第二十九條有關 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。

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<p>知後逾期仍未辦理結清銷戶者。</p> <p><u>5. 立約定書人無正當理由將帳戶/帳號交付、提供予他人使用，或容許他人使用其名義申辦開戶或進行交易。</u></p> <p><u>6. 立約定書人違反法令規定、公共秩序或善良風俗、損及銀行權益或信譽、或有其他不法行為。</u></p> <p><u>7. 立約定書人所營事業經銀行認定涉及提供虛擬資產服務，且經銀行評估風險過高或通知終止業務往來者（詳見本章第三十八條）。</u></p> <p><u>8. 立約定書人帳戶經依本章第十九條判斷有疑似涉及詐欺犯罪情事，且情節重大或未能配合銀行要求釐清說明，經銀行綜合考量風險管理認應終止契約者。</u></p>	
<p>二十六、</p> <p><u>The Undersigned authorizes the Bank, for the purposes of performing the rights and obligations under this Agreement, conducting risk management, implementing anti-money laundering (AML), counter-terrorism financing (CTF), and fraud prevention measures, complying with applicable laws and regulations, and handling related business (including but not limited to credit review and account management), to collect, process, and use the personal data, credit information, negotiable instrument information, and other relevant data of the Undersigned and their responsible persons/representatives from the Joint Credit Information Center, Financial Information Co., Ltd., The Taiwan Clearing House, and other institutions designated by competent authorities or cooperating with the Bank. The aforementioned institutions are also authorized, in accordance with their operational rules, to provide the collected data to the Bank.</u></p> <p><u>立約定書人及其負責人/代表人授權銀行於為履行本契約權利義務、進行風險管理、執行防制洗錢、打擊資恐及防</u></p>	<p>二十六、</p> <p><u>Within the scope of the purpose of fulfilling the rights and obligations of the Agreement, the Undersigned and its person in charge/representative authorize the Bank to collect information from the Joint Credit Information Center, Financial Information Service Co., Ltd., and other institutions designated by the competent authority on the Undersigned and its person in charge/representative, and the aforementioned institutions may also provide the information collected regarding on the Undersigned and its person in charge/representative to the Bank.</u></p>

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<p><u>制詐欺措施、遵循法令規定及辦理相關業務（包括但不限於授信審核、帳戶管理）等目的範圍內，得向財團法人金融聯合徵信中心、財金資訊股份有限公司及其他經主管機關指定或銀行合作之機構，蒐集、處理及利用立約定書人及其負責人/代表人之資料、信用資訊及其他相關資料，且前揭機構亦得依其作業規定提供其所蒐集之資料予銀行。</u></p>	<p><u>立約定書人及其負責人/代表人授權銀行於為履行本契約權利義務之目的範圍內，得向財團法人金融聯合徵信中心、財金資訊股份有限公司及其他經主管機關指定之機構蒐集立約定書人及其負責人/代表人之資料，且前揭機構亦得提供其所蒐集之立約定書人及其負責人/代表人資料予銀行。</u></p>
<p><u>三十八、</u> <u>In the event that the Undersigned 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 Undersigned.</u> <u>If the Undersigned suffers from any loss or disadvantage arising from the preceding paragraph, the Undersigned shall bear such loss or disadvantage, and the Bank shall not be held liable for damages resulted therefrom.</u> <u>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 Undersigned’s business at the time of entering into this Agreement or during its term involves providing virtual asset services or personnel engaged in such services, the Undersigned agrees to compensate the Bank for such damages.</u></p> <p><u>立約定書人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</u></p>	

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<p><u>立約定書人後終止業務往來關係。</u></p> <p><u>立約定書人因前項情形所生損害、損失或不利益，均由立約定書人自行承擔，銀行概不負責。</u></p> <p><u>倘因立約定書人於本契約成立時或本契約存續期間內所營事業涉及提供虛擬資產服務之事業或人員，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，立約定書人應負一切損害賠償責任。</u></p>	
<p>[Appendix] [附表]</p> <p>一、Service Fees Table 各項服務收費標準表</p> <p>Request for Confirmation 申請會計師函證</p> <p>For any information within 3M from the application date: TWD 100 per copy For any information beyond 3M from the application date: TWD 150 per copy 申請最近三個月內(含)資料：每份 100 元，超過三個月者：每份 150 元。</p>	<p>[Appendix] [附表]</p> <p>一、Service Fees Table 各項服務收費標準表</p> <p>Request for Confirmation 申請會計師函證</p> <p>For any information within 3M from the application date: TWD 50 per copy For any information beyond 3M from the application date: TWD 100 per copy 申請最近三個月內(含)資料：每份50元，超過三個月者：每份100元。</p>