

# 〈重要訊息公告〉

親愛的客戶您好，

本行修正「帳戶往來暨相關服務總約定書」部分條文內容，並自114年4月14日起施行，茲將修正內容說明如後。

屆時若有任何問題，歡迎來電洽詢本行各營業單位或本行客服中心(客服專線：0800-688-168、02-2182-1988、02-2182-1968)，並期盼能繼續給予指教與惠顧！

元大商業銀行 敬啟

## 元大商業銀行「帳戶往來暨相關服務總約定書」修正對照表

修正條文	現行條文	修正說明
<p>防制洗錢及打擊資恐注意事項</p> <p><b>客戶瞭解並同意</b>實行為防制洗錢及打擊資恐之目的，得依「洗錢防制法」、「資恐防制法」、「金融機構防制洗錢辦法」、「銀行業及其他經金融監督管理委員會指定之金融機構防制洗錢及打擊資恐內部控制與稽核制度實施辦法」及「<b>銀行防制洗錢及打擊資恐注意事項範本</b>」之規定，<b>於客戶或客戶關聯人(包含但不限於法人代表人、高階管理人、實質受益人、法定代理人、監護人、輔助人、被授權人，下同)有下列情形時，採取必要措施</b>(包括但不限於定期及/或不定期之審查、調查及申報等)：</p> <p>一、客戶為法人戶時，</p> <p>(一) 應提供最終實質受益人之自然人身分予實行，並同意提供股東名冊、出資證明或其他股權或出資情形之文件(包括但不限於法人股東之股東名冊、股權或控制權結構圖、直接間接持股高於25%之實質受益人及成立多層股權架構之原因等資料)。客戶所提供之最終實質受益人之自然人身分屬實正確，且嗣後如有異動，應主動向實行辦理變更。</p> <p>(二) 應聲明是否可發行無記名股票，如已發行無記名股票，須將無記名股票轉為記名股票，或將股票存放於受監理之金融機構或專業中間機構，或要求具控制權之無記名股票股東須通知客戶，以確保實質受益人之更新。</p> <p>二、下列情形，實行毋須對客戶或客戶關聯人承擔任何損害賠償責任：</p> <p>(一) <b>實行發現客戶為資恐防制法指定制裁之個人、法人或團體，依法立即停止一切履行本總約定書相關之各項帳戶業務往來服務行為(包含但不限於新臺幣、外幣各種存款及黃金存摺之帳戶往來、款項收付、信託服務、金融卡/VISA金融卡、電話銀行、網路/行動銀行、資金管理帳戶)。</b></p> <p>(二) <b>實行發現客戶關聯人為資恐防制法指定制裁對象或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，或客戶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，得限制或停止全部或部分本總約定書相關之各項帳戶業務往來服務行為(包含但不限於新臺幣、外幣各種存款及黃金存摺之帳戶往來、款項收付、信託服務、金融卡/VISA金融卡、電話銀行、網路/行動銀行、資金管理帳戶)並通知客戶。</b></p> <p>(三) <b>實行於定期或不定期審查客戶身分作業或認為必要時，得要求客戶或客戶關聯人配合實行提供審查所需之必要資料，或對交易性質與目的或資金來源進行說明，倘客戶或客戶關聯人不願配合審查、拒絕提供實際受益人或對客戶行使控制權之人等資訊、對交易性質與目的或資金來源不願配合說明者，實行得於催告客戶後酌情限制或停止全部或部分本總約定書相關之各項帳戶業務往來服務行為(包含但不限於新臺幣、外幣各種存款及黃金存摺之帳戶往來、款項收付、信託服務、金融卡/VISA金融卡、電話銀行、網路/行動銀行、資金管理帳戶)。</b></p>	<p>防制洗錢及打擊資恐注意事項</p> <p>客戶同意實行為防制洗錢及打擊資恐之目的，得依中華民國「洗錢防制法」、「資恐防制法」、「銀行業及其他經金融監督管理委員會指定之金融機構防制洗錢及打擊資恐內部控制與稽核制度實施辦法」及「金融機構防制洗錢辦法」之規定，進行以下措施(包括但不限於定期及/或不定期之審查、調查及申報等)：</p> <p>一、客戶為法人戶時，</p> <p>(一) 應提供最終實質受益人之自然人身分予實行，並同意提供股東名冊、出資證明或其他股權或出資情形之文件(包括但不限於法人股東之股東名冊、股權或控制權結構圖、直接間接持股高於25%之實質受益人及成立多層股權架構之原因等資料)。客戶所提供之最終實質受益人之自然人身分屬實正確，且嗣後如有異動，應主動向實行辦理變更。</p> <p>(二) 應聲明是否可發行無記名股票，如已發行無記名股票，須將無記名股票轉為記名股票，或將股票存放於受監理之金融機構或專業中間機構，或要求具控制權之無記名股票股東須通知客戶，以確保實質受益人之更新。</p> <p>二、下列情形，實行毋須對客戶或客戶關聯人(包含但不限於法人代表人、高階管理人、實質受益人、法定代理人、監護人、輔助人、被授權人)承擔任何損害賠償責任：</p> <p>(一) 實行發現客戶或客戶關聯人為受任何國家或國際組織之經濟或貿易制裁之個人、法人或團體，或我國政府或外國政府或國際組織認定或追查之恐怖分子或團體者，實行有權對客戶拒絕業務往來或逕行關戶而無須另通知客戶。</p> <p>(二) 實行於建立業務關係過程、建立業務關係後、實行之相關定期及/或不定期審查作業、客戶與實行進行各項交易或實行認為必要時(包括但不限於懷疑客戶交易異常、涉及非法活動、疑似洗錢或資恐或資助武器擴散活動、或媒體報導涉及違法之特殊案件等)，得要求客戶於實行所定期間內提供必要之客戶及客戶關聯人資料(含審查所需之必要個人資料)，或請客戶對交易性質與目的、資金來源進行說明或提供相關證明文件；若客戶拒絕或遲延提供前開之資料、或實行認為必要時(如控管風險、客戶涉及非法活動、疑似為洗錢或資恐或資助武器擴散活動、或媒體報導涉及違法之特殊案件相關帳戶、或知悉客戶已被其他金融機構拒絕，或客戶身分已被終止者等)實行有權對客戶暫時停止各項業務關係與交易，或終止各項業務關係或逕行關戶而無須另通知客戶。</p>	<p>配合防制洗錢及打擊資恐條款檢視作業，調整條款內容</p> <p>調整項次</p>

- (四) 貴行得將具受貴行控管特殊身分或與前揭目的相關之客戶與貴行從事任何交易之資料、與客戶及客戶關聯人有關之資料在貴行、貴行分支機構、貴行關係企業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，以作為機密使用（包括但不限於有關任何服務之提供及作為資料處理、統計及風險分析之用）。前揭各該收受對象依法律、主管機關或法律程序之要求得處理、移轉及揭露該等資料。

Guidelines governing anti-money laundering and counter-terrorism financing

The Customer understands and agrees that for the purpose of preventing money laundering and combating the financing of terrorism, the Bank may conduct the following measures (including but not limited to scheduled and/or unscheduled reviews, investigations and reporting) on the Customer and the Customer's affiliates (including but not limited to corporate representatives, top-level managers, beneficial owners, legal representatives, guardians, auxiliaries, or authorized persons, same as below) in accordance with the Money Laundering Control Act, the Counter-Terrorism Financing Act, the Regulations Governing Internal Audit and Internal Control System of Anti-Money Laundering and Countering Terrorism Financing of Banking Business and Other Financial Institutions Designated by the Financial Supervisory Commission, the Regulations Governing Anti-Money Laundering of Financial Institutions of the R.O.C and "Model Guidelines for Banks' Anti-Money Laundering and Counter Terrorism Financing Policies and Procedures":

1. When the Customer is a corporate account,
  - (1) The Customer shall provide the Bank with the identity of the ultimate beneficial owner as a natural person and agree to provide the register of shareholders, proof of capital contribution or other documents of shareholding or capital contribution (including but not limited to the register of shareholders of the corporation, the structure of shareholding or control, beneficial owners whose direct and indirect shareholding exceeds 25% and the reasons for the establishment of the multi-tier shareholding structure). The identity of the ultimate beneficial owner as a natural person provided by the Customer is correct, and the Customer shall initiate the change with the Bank if there is any subsequent change.
  - (2) The Customer shall declare whether bearer shares may be issued. Where bearer shares have been issued, the bearer shares shall be converted to registered shares, or deposited with a regulated financial institution or professional intermediary, or the shareholder with control of the bearer shares shall be required to notify the Customer to ensure that the beneficial owner is updated.
2. The Bank shall not be liable to the Customer or the Customer's affiliates for any damages under the following circumstances:
  - (1) Where the Bank discovers that the Customer is an individual, a legal entity or a body subject to sanctions under Counter-Terrorism Financing Act, the Bank must immediately freeze the funds, property or property interests in relation to all business activities and services governed by the General Agreement, which includes but not limited to fund transfers, trust services, ATM cards/VISA debit cards, telephone banking, internet/mobile banking, and fund management accounts of NTD, Foreign Currency Deposits and Gold Passbook accounts in accordance with the law.
  - (2) Where the Bank discovers that the Customer's affiliates is subject to sanctions under Counter-Terrorism Financing Act, or is a terrorist or group of terrorism identified or pursued by a foreign government or international anti-money laundering organizations, or the Customer is a terrorist or group of terrorism identified or pursued by a foreign government or international anti-money laundering organizations, the Bank may restrict or terminate all or part of business activities and services governed by the General Agreement, which includes but not limited to fund transfers, trust services, ATM cards/VISA debit cards, telephone banking, internet/mobile banking, and fund management accounts of NTD, Foreign Currency Deposits and Gold Passbook accounts then give a notice to the Customer.
  - (3) During any ongoing customer due diligence or when the Bank deems it necessary, the Bank may require the Customer and the related party of the Customer to provide the necessary information for the reviews or to explain the nature and the purpose of transactions or the source of funds. If the Customer or the Customer's affiliates refuse to cooperate with the review, decline to provide the information of the ultimate beneficial owner(s) or the individual(s) exercising control of the Customer, or fail to explain the nature and the purpose of transactions or the source of funds, the Bank may, after notifying the Customer, at its discretion restrict or suspend all or part of the business activities and services governed by the General Agreement, which includes but not limited to fund transfers, trust services, ATM cards/VISA debit cards, telephone banking, internet/mobile banking, and fund management accounts of NTD, Foreign Currency Deposits and Gold Passbook accounts.
  - (4) Where the Customer is subject to special status under the Bank's control, or is related to the aforementioned purposes, the Bank may transmit information relating to any transaction between the Customer and the Bank, information relating to the Customer and the Customer's associates to the Bank, its branches, its affiliates and other parties to whom the Bank may be legally obligated or authorized by the competent authorities (hereinafter referred to as "the Recipient") for confidential use (including, but not limited to,

- (三) 貴行得將疑似洗錢、受任何國家或國際組織經濟或貿易限制/制裁、具受貴行控管特殊身分或與前揭目的相關之客戶與貴行從事任何交易之資料、與客戶及客戶關聯人有關之資料在貴行、貴行分支機構、貴行關係企業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，以作為機密使用（包括但不限於有關任何服務之提供及作為資料處理、統計及風險分析之用）。前揭各該收受對象依法律、主管機關或法律程序之要求得處理、移轉及揭露該等資料。

Guidelines governing anti-money laundering and counter-terrorism financing

The Customer agrees that for the purpose of preventing money laundering and combating the financing of terrorism, the Bank may conduct the following measures (including but not limited to scheduled and/or unscheduled reviews, investigations and reporting) in accordance with the Money Laundering Control Act, the Counter-Terrorism Financing Act, the Regulations Governing Internal Audit and Internal Control System of Anti-Money Laundering and Countering Terrorism Financing of Banking Business and Other Financial Institutions Designated by the Financial Supervisory Commission and the Regulations Governing Anti-Money Laundering of Financial Institutions of the R.O.C:

1. When the Customer is a corporate account,
  - (1) The Customer shall provide the Bank with the identity of the ultimate beneficial owner as a natural person and agree to provide the register of shareholders, proof of capital contribution or other documents of shareholding or capital contribution (including but not limited to the register of shareholders of the corporation, the structure of shareholding or control, beneficial owners whose direct and indirect shareholding exceeds 25% and the reasons for the establishment of the multi-tier shareholding structure). The identity of the ultimate beneficial owner as a natural person provided by the Customer is correct, and the Customer shall initiate the change with the Bank if there is any subsequent change.
  - (2) The Customer shall declare whether bearer shares may be issued. Where bearer shares have been issued, the bearer shares shall be converted to registered shares, or deposited with a regulated financial institution or professional intermediary, or the shareholder with control of the bearer shares shall be required to notify the Customer to ensure that the beneficial owner is updated.
2. The Bank shall not be liable to the Customer or the Customer's affiliates (including but not limited to corporate representatives, top-level managers, beneficial owners, legal representatives, guardians, auxiliaries, or authorized persons) for any damages under the following circumstances:
  - (1) Where the Bank discovers that the Customer or any of the Customer's affiliates is an individual, a legal entity or a body of persons subject to economic or trade sanctions imposed by any country or international organization, or a terrorist individual or group identified or pursued by the government of the Republic of China or by a foreign government or international organization, the Bank reserves the right to refuse to conduct business with the Customer or to close the account without further notice to the Customer.
  - (2) During the course of or after the establishment of the business relationship, as well as in connection with any scheduled and/or unscheduled reviews by the Bank, any transactions between the Customer and the Bank, or when the Bank deems it necessary (including, but not limited to, when the Customer is suspected of unusual transactions, involvement in illegal activities, money laundering or financing of terrorism or weaponry proliferation, or special cases of illegal activity reported in the media), the Bank may require the Customer to provide the necessary information (including such personal information as may be necessary for the review) about the Customer and the Customer's associates within the time period specified by the Bank, or request a description of the nature and purpose of the transaction, the source of funds, or provide supporting documentation. The Bank reserves the right to suspend business relationships and transactions, or terminate business relationships or close the account without further notice to the Customer if the Customer refuses to provide or delays in providing the aforementioned information or if the Bank deems it necessary (e.g., risk control, the Customer is involved in illegal activities, the Customer is suspected of being involved in money laundering or financing of terrorism or weaponry proliferation, or special cases where the account is associated with illegal activity reported in the media, or the Bank is aware that the Customer has been rejected by another financial institution, or the Customer's identity has been terminated).
  - (3) Where the Customer is suspected of money laundering, is subject to economic or trade restrictions/sanctions imposed by any country or international organization, is subject to special status under the Bank's control, or is related to the aforementioned purposes, the Bank may transmit information

in connection with the provision of any services and for the purposes of data processing, statistics and risk analysis). The Recipient may process, transfer and disclose the aforementioned information as required by law, competent authorities or legal process.

relating to any transaction between the Customer and the Bank, information relating to the Customer and the Customer's associates to the Bank, its branches, its affiliates and other parties to whom the Bank may be legally obligated or authorized by the competent authorities (hereinafter referred to as "the Recipient") for confidential use (including, but not limited to, in connection with the provision of any services and for the purposes of data processing, statistics and risk analysis). The Recipient may process, transfer and disclose the aforementioned information as required by law, competent authorities or legal process.