

## 〈重要訊息公告〉

親愛的客戶您好，

本行修正「國際金融業務分行帳戶往來暨相關服務總約定書」部分條文內容，並自民國 114 年 5 月 1 日起施行，茲將修正內容說明如後。

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），並期盼您繼續給予指教與惠顧！

元大商業銀行 敬啟

元大商業銀行國際金融業務分行帳戶往來暨相關服務總約定書修正條文對照表

修正條文	現行條文	說明
<p>防制洗錢及打擊資恐注意事項</p> <p>客戶<u>瞭解並</u>同意貴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」、「<u>金融機構防制洗錢辦法</u>」、「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「<u>銀行防制洗錢及打擊資恐注意事項範本</u>」之規定，<u>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、代理人、被授權人，下同)有下列情形時，採取必要措施</u>（包括但不限於定期及/或不定期之審查、調查及申報等）：</p> <p>一、（內容未修正，略）。</p> <p>二、下列情形，貴行毋須對客戶或客戶關聯人承擔任何損害賠償責任：</p> <p><u>(一) 貴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約定書相關之各項帳戶業務往來服務行為(包含但不限於外匯存款之帳戶往來、款項收付、外幣匯款、信託及網路/行動銀行服務)而無須另通知客戶。</u></p> <p><u>(二) 貴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約定書相關之各項帳戶業務往來服務行為</u></p>	<p>防制洗錢及打擊資恐注意事項</p> <p>客戶同意貴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「<u>金融機構防制洗錢辦法</u>」之規定，<u>進行以下措施</u>（包括但不限於定期及/或不定期之審查、調查及申報等）：</p> <p>一、（內容未修正，略）。</p> <p>二、下列情形，貴行毋須對客戶或客戶關聯人<u>(包含但不限於法人代表人、高階管理人、實質受益人、代理人及被授權人)承擔任何損害賠償責任</u>：</p> <p><u>(一) 貴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，貴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。</u></p>	<p>配合防制洗錢相關法規規定，修正約定條款內容。</p>

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<p><u>(包含但不限於外匯存款之帳戶往來、款項收付、外幣匯款、信託及網路/行動銀行服務)並通知客戶。</u></p> <p>(三) 貴行於定期或不定期審查<u>客戶身分</u>作業或認為必要時，得要求客戶<u>或客戶關聯人配合</u>貴行提供審查所需之必要資料，或對交易性質與目的<u>或資金來源</u>進行說明，<u>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</u>，貴行得於<u>催告客戶後酌情限制或停止全部或部分本約定書相關之各項帳戶業務往來服務行為(包含但不限於外匯存款之帳戶往來、款項收付、外幣匯款、信託及網路/行動銀行服務)</u>。</p> <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。</p> <p>Directions Governing Anti-Money Laundering</p>	<p>(二) 貴行於<u>建立業務關係過程、建立業務關係後、貴行之相關定期及/或不定期審查作業、客戶與貴行進行各項交易或貴行認為必要時(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)</u>，得要求客戶於貴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、或貴行認為必要時(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)貴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>(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貴行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、貴行主管機關或法律程序之要求得處理、移轉及揭露該等資料。</p> <p>Directions Governing Anti-Money</p>	

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<p>and Countering Terrorism Financing</p> <p>The Client <u>understands and</u> agrees that the Bank may conduct the following measures (including, but not limited to, scheduled and/or unscheduled reviews, investigations and reporting) <u>on the Client or the Client's related persons, including, but not limited to, corporate representatives, senior managerial officers, beneficial owners, legal representatives, or authorized persons (hereinafter referred to as "the Client's Related Persons")</u>, for anti-money laundering and countering terrorism financing in accordance with the R.O.C. "Money Laundering Control Act", "Counter-Terrorism Financing Act", <u>"Regulations Governing Anti-Money Laundering of Financial Institutions"</u>, "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" <u>and "Model Guidelines for Banks' Anti-Money Laundering and Counter Terrorism Financing Policies and Procedures"</u>:</p> <p>1.(omitted).</p> <p>2.The Bank shall not be liable <u>for any damages incurred by</u> the Client or the Client's <u>Related Persons</u> under the following circumstances:</p> <p><u>(1) If the</u> Client is found to be <u>a designated</u> individual, a legal entity or an organization subject to sanctions <u>under the Counter-Terrorism Financing Act</u>, the Bank <u>shall immediately cease all accounts and business transaction services governed by the Agreement, including, but not limited to, account transactions for foreign currency deposits, fund transfers, foreign currency</u></p>	<p>Laundering and Countering Terrorism Financing</p> <p>The Client agrees that the Bank may conduct the following measures (including but not limited to scheduled and/or unscheduled reviews, investigations and reporting) for anti-money laundering and countering terrorism financing in accordance with the R.O.C. "Money Laundering Control Act", "Counter- Terrorism Financing Act", "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 <u>"Regulations Governing Anti-Money Laundering of Financial Institutions"</u>:</p> <p>1. (omitted).</p> <p>2. The Bank shall not be liable to the Client or the Client's <u>affiliates (including but not limited to corporate representatives, Senior managerial officer, beneficial owners, legal representatives, or authorized persons)</u> for any damages under the following circumstances:</p> <p>(1)<u>The Client or any of the Client's affiliates</u> is found to be <u>an</u> individual, a legal entity or an organization subject to <u>economic or trade sanctions imposed by any country or international organization, or a terrorist individual or organization identified or pursued by the government of the Republic of China</u></p>	

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<p><u>remittance services, trust services and internet/mobile banking services, in accordance with the law and</u> without any notice to the Client.</p> <p>(2) <u>If the Client's Related Person(s) is found to be a designated individual, a legal entity ,or an organization sanctioned under the Counter-Terrorism Financing Act, or identified or pursued by any foreign government or international anti-money laundering organization, or if the Client is found to be a terrorist individual or organization identified or pursued by any foreign government or international anti-money laundering organization, the Bank may, with subsequent notice to the Client, restrict or suspend all or part of accounts and business transaction services governed by the Agreement, including, but not limited to, account transactions for foreign currency deposits, fund transfers, foreign currency remittance services, trust services and internet/mobile banking services.</u></p> <p>(3) <u>During any periodic and/or unscheduled customer identity reviews conducted by the Bank, or whenever the Bank deems it necessary, the Bank may require the Client or the Client's Related Persons to provide the necessary information for the reviews or to explain the nature and purpose of transactions or the source of funds. If the Client or the Client's Related Persons refuse to cooperate with the review, decline to provide information on the beneficial owner(s) or the individual(s) exercising control over the Client, or fail to explain the nature and purpose of transactions or the source of funds, the Bank may, after notifying the Client, at its discretion, restrict or suspend all or part of the accounts and business transaction services governed by the Agreement, including, but not</u></p>	<p><u>or by any foreign government or international organization, the Bank may refuse to conduct business with the Client or to close the account without prior notice to the Client.</u></p> <p>(2)<u>During or after the process of establishing business relationship, as well as any relevant scheduled and/or unscheduled reviews by the Bank, any transactions between the Client and the Bank, or whenever the Bank deems to be necessary (including, but not limited to, when the Client is suspected of involving in unusual transactions or illegal activities, money laundering or financing of terrorism or weaponry proliferation, or special cases of illegal activity reported by the press), the Bank may require the Client to provide the necessary information (including such personal data as may be necessary for the review) about the Client and the</u></p>	

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<p><u>limited to, account transactions for foreign currency deposits, fund transfers, foreign currency remittance services, trust services and internet/mobile banking services.</u></p> <p>(4) <u>If the</u> Client 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 Client and the Bank <u>and</u> information relating to the Client and the Client's <u>Related Persons within</u> the Bank, <u>or to</u> its branches, its affiliates and other parties to whom <u>the Bank may be legally obligated or authorized</u> by <u>the</u> 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</p>	<p><u>Client's affiliates 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 may suspend business relationships and transactions, or terminate business relationships or close the account without prior notice to the Client if the Client refuses to provide or delays in providing the aforementioned information or if the Bank deems it necessary (e.g., based on risk control, the Client is involved in illegal activities, the Client is suspected of being involved in money laundering or financing of terrorism or weaponry proliferation, or an account which is relevant to special cases of illegal activity reported by the press, or the Bank is aware that the Client has been rejected by another financial institution, or the Client's identity has been terminated).</u></p> <p>(3) <u>The Client is suspected of money laundering, or subject to economic or trade restrictions/sanctions imposed by any country or international organization, or 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 Client and the Bank, information relating to the Client and the Client's affiliates to the Bank, its branches, its affiliates and other parties to whom is approved by law or competent authorities (hereinafter referred to as "the Recipient") for confidential use (including, but not</u></p>	

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law, competent authorities or legal process.	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 laws, competent authorities or legal process.	