

## 「開戶總約定書(法人戶-彙整版)」修訂公告

親愛的客戶您好，

本行開戶總約定書進行部份修訂並自 113 年 6 月 17 日起開始生效。倘立約人不同意本行之修改，須於前述通知之生效日前終止與本行之帳戶往來關係及本約定書，倘立約人未於生效日期前終止，或生效日期後仍繼續與本行進行各項存款、交易或服務事項往來時，視為立約人已同意該修改之內容。本次條文修訂對照內容列示如下：

修正後條文	原條文內容
<b>【版本：DM099 11306】</b> <b>【Version DM099 11306】</b>	<b>【版本：DM099 11303】</b> <b>【Version DM099 11303】</b>
<p>二八、防制洗錢及打擊資助恐怖主義</p> <p>貴行為防制洗錢及打擊資助恐怖主義之目的，立約人同意貴行得依「洗錢防制法」、「資恐防制法」、「銀行業防制洗錢及打擊資恐注意事項」及「銀行防制洗錢及打擊資恐注意事項範本」之相關規定，進行以下措施：</p> <p>(一)貴行於發現立約人或關聯人為受經濟制裁、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者之時，應逕行暫時停止本約定書所載之各項交易與業務關係或逕行關戶，惟貴行須書面通知立約人。</p> <p>(二)貴行於定期或不定期審查立約人及關聯人身分作業或認為必要時（包括但不限於：懷疑客戶涉及非法活動、疑似洗錢、資恐活動、或媒體報導涉及違法之特殊案件等），得要求立約人於接獲貴行通知後六十天(含)內提供審查所需之必要個人或公司資料、或對交易性質與目的或資金來源進行說明，立約人逾期仍不履行或相關資料及說明未妥適合理者，貴行得逕行暫時停止本契約所載之各項交易與業務關係而無須另通知立約人，或以書面終止本契約或縮短借款期限或視為全部到期，並於書面通知到達時發生效力。</p> <p><b>(三) 立約人與貴行建立各項業務關係前或經辨識為虛擬通貨及交易業務事業時，立約人應簽署虛擬通貨平台及交易業務事業同意書，並應遵循所屬業別之防制洗錢及打擊資恐相關規範。立約人如未簽署虛擬通貨平台及交易業務事業同意書或未遵循所屬業別之防制洗錢及打擊資恐相關規範，貴行除得婉拒建立新業務關係外，並得暫停提供一部或全部之服務或交易或終止與立約人間之契約。</b></p>	<p>二八、防制洗錢及打擊資助恐怖主義</p> <p>貴行為防制洗錢及打擊資助恐怖主義之目的，立約人同意貴行得依「洗錢防制法」、「資恐防制法」、「銀行業防制洗錢及打擊資恐注意事項」及「銀行防制洗錢及打擊資恐注意事項範本」之相關規定，進行以下措施：</p> <p>(一)貴行於發現立約人或關聯人為受經濟制裁、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者之時，應逕行暫時停止本約定書所載之各項交易與業務關係或逕行關戶，惟貴行須書面通知立約人。</p> <p>(二)貴行於定期或不定期審查立約人及關聯人身分作業或認為必要時（包括但不限於：懷疑客戶涉及非法活動、疑似洗錢、資恐活動、或媒體報導涉及違法之特殊案件等），得要求立約人於接獲貴行通知後六十天(含)內提供審查所需之必要個人或公司資料、或對交易性質與目的或資金來源進行說明，立約人逾期仍不履行或相關資料及說明未妥適合理者，貴行得逕行暫時停止本契約所載之各項交易與業務關係而無須另通知立約人，或以書面終止本契約或縮短借款期限或視為全部到期，並於書面通知到達時發生效力。</p> <p><b>28.AML and anti-terrorism financing</b></p> <p><b>To support the Bank's effort in AML and anti-terrorism financing, the Customer agrees that the Bank may take the following measures in accordance with the relevant requirements under the "Money Laundering Control Act", "Ant Terrorism Financing Law", "Notices for Anti-Money Laundering and Anti-Terrorism for Banks" and "Templates of Notices for Anti-Money Laundering and Anti-Terrorism for Banks":</b></p> <p><b>(1)The Bank is entitled to temporarily cease the service and business relationship set forth in the agreement with the Customer or close the account if the Bank discovers any matter of the Customer or the related parties being the terrorist(s), or terrorist group</b></p>

<p><b>28.AML and anti-terrorism financing</b></p> <p>To support the Bank's effort in AML and anti-terrorism financing, the Customer agrees that the Bank may take the following measures in accordance with the relevant requirements under the "Money Laundering Control Act", "Ant Terrorism Financing Law", "Notices for Anti-Money Laundering and Anti-Terrorism for Banks" and "Templates of Notices for Anti-Money Laundering and Anti-Terrorism for Banks":</p> <p>(1)The Bank is entitled to temporarily cease the service and business relationship set forth in the agreement with the Customer or close the account if the Bank discovers any matter of the Customer or the related parties being the terrorist(s), or terrorist group recognized by foreign government or international ant-money laundering organization or being under economic sanction provided that the Bank should notify the Customer via written notice.</p> <p>(2)The Bank can request the Customer to provide necessary personal or corporate information required for investigation or explanation of the transaction nature or source of fund within 60 days (inclusive) after receiving the notification from the Bank in the event that the Bank believes necessary (including but not limited to the Customer being suspicious of engaging in illegal activities, money laundering, terrorism financing, or being involved in special cases in violation of laws as reported by media) or in regular or irregular review of the identification of the Customer and related parties. If the Customer fails to comply with the said requests or the relevant information and explanation is inappropriate or unreasonable, the Bank may temporarily cease all services and business relationships set forth in this agreement without notifying the clients, or terminate the agreement or shorten the loan period, or deem such period as expired by written notice, which shall take effect upon receiving such written notice.</p> <p><u>(3)Before the Customer establishes business relationships with the Bank or if the Customer is identified as an enterprise conducting virtual currency and transaction business, the Customer shall sign the Consent Letter for Enterprises– Handling Virtual Currency Platform and Transaction Business and comply with relevant anti-money laundering and anti-terrorism financing regulations applicable to the Customer's industry. If the Customer does not sign the Consent Letter for Enterprises Handling Virtual Currency Platform and Transaction Business or fails to comply with relevant anti-money laundering and anti-terrorism financing regulations applicable to the Customer's industry, the Bank may refuse to establish new business relationships, as well as temporarily cease providing a part or all the services or transactions or terminate the contracts between the Customer and the Bank.</u></p>	<p>recognized by foreign government or international ant-money laundering organization or being under economic sanction provided that the Bank should notify the Customer via written notice.</p> <p>(2)The Bank can request the Customer to provide necessary personal or corporate information required for investigation or explanation of the transaction nature or source of fund within 60 days (inclusive) after receiving the notification from the Bank in the event that the Bank believes necessary (including but not limited to the Customer being suspicious of engaging in illegal activities, money laundering, terrorism financing, or being involved in special cases in violation of laws as reported by media) or in regular or irregular review of the identification of the Customer and related parties. If the Customer fails to comply with the said requests or the relevant information and explanation is inappropriate or unreasonable, the Bank may temporarily cease all services and business relationships set forth in this agreement without notifying the clients, or terminate the agreement or shorten the loan period, or deem such period as expired by written notice, which shall take effect upon receiving such written notice.</p>
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