

新加坡商大華銀行台北分行「帳戶及服務條款」修訂通知公告
Publication of Amendment to “TERMS AND CONDITIONS GOVERNING ACCOUNTS AND SERVICES”
by **United Overseas Bank Limited Taipei Branch**

新加坡商大華銀行台北分行「帳戶及服務條款」修訂通知公告。此項修訂將自公告當日中華民國 110 年 2 月 8 日起生效。

Please check to the amendments to “TERMS AND CONDITIONS GOVERNING ACCOUNTS AND SERVICES”, which will be effective on the publication date on February 8th, 2021.

說明

1. 依據本行「帳戶及服務條款」之約定，本行得於本行網站公開揭示或以書面通知，來修改本行「帳戶及服務條款」之相關規定。倘客戶不同意本行之修改，得終止與本行之存款關係及帳戶及服務條款。
2. 如立約客戶對此次修訂有任何疑問，歡迎致電客戶暨專案管理部 (代表號 02 2722 3838，分機 633 林小姐或 691 郭小姐)，本分行將竭誠為您服務。

Description

1. According to “Terms and Conditions Governing Accounts and Services”, the Bank may amend any terms and conditions of the agreement “Terms and Conditions Governing Accounts and Services” by declaring such amendment at the Bank’s website or by written notice. If the Customer disagrees with such amendments, the Customer may terminate the deposit relationship with the Bank and this Agreement.
2. Shall you have any question on this aforesaid amendment, please feel free to contact our Client Fulfillment & Service at 02 2722 3838 extension 633 (Miss Lin) or extension 691 (Miss Kuo). We shall be happy to help you.

於下面幾頁彙整本次修訂條款的對照表供參，謹請撥冗詳閱以保障您的權益。

Please read the content of the amendment (as the comparison table below in the following pages) carefully to safeguard your right.

修訂前的條款內容	修訂後的條款內容	說明
<p>右列第 36 條「金融犯罪」為新增的約款。</p>	<p>36. 金融犯罪</p> <p>本行有權採取本行認為適當的所有措施，以履行本行在新加坡或其他地方，對於調查和預防金融犯罪有關的任何義務或要求，包括詐欺，洗錢，恐怖主義融資，賄賂，腐敗或逃稅或執行任何經濟或貿易制裁（“金融犯罪”）。</p> <p>客戶理解並同意，如客戶直接（或間接）所為參與從事的任何活動，行為或情況（由本行自行決定），可能使本行面臨法律或聲譽風險，或實際或潛在的法規或執法行動（懲處），，本行將隨時有權在不通知客戶的情況下立即：</p> <p>(a) 終止客戶與本行的所有契約關係； 及</p> <p>(b) 申報並採取本行認為適當的其他措施。</p> <p>(包括本行得暫時停止交易、逕行終止或暫時停止本約定書及/或其所載之各項交易與業務關係：(1)於本行發現客戶或其高階管理人員(包括董事、監事、理事、總經理、財務長、代表人、管理人、合夥人、有權簽章人)、實質受益人為我國或外國(包括新加坡)資恐防制法令指定制裁之個人、法人或團體，或為我國或外國政府或國際組織認定或調查之恐怖分子或團體時，或(2)客戶以本行之帳戶或提供之服務從事非法或疑似洗錢活動，或未按本行要求配合本行認識客戶程序、拒絕提供或說明本行要求之資料及文件（包括但不限於其本身、其高階管理人員或對客戶行使控制權之人及實質受益人之資料及文件）、對交易之性質與目的或資金來源不願配合說明、拒絕提供其透過帳戶或服務所進行之可疑或不尋常交易之相關資料或合理解釋等情事。)</p> <p>客戶承諾不會（直接或間接）發起，從事或進行可能涉及金融犯罪的交易，並同意使本行免受損害，對本行進行賠償，並使本行免於承擔任何及所有與客戶違反本承諾有關</p>	<p>新增第 36 條 金融犯罪 約款</p> <p>Newly add Clause 36 <u>FINANCIAL CRIME</u>.</p>

或引起的任何形式的責任、索賠、義務、損失、損害、處罰、法律行動、判決、訴訟、成本、費用（包括但不限於全額賠償的法律成本）及支出。

36. FINANCIAL CRIME

The Bank shall be entitled to take all actions the Bank considers appropriate in order for the Bank to meet any obligation or requirement, either in Singapore or elsewhere, in connection with the detection, investigation and prevention of financial crime including fraud, money laundering, terrorism financing, bribery, corruption, or tax evasion or the enforcement of any economic or trade sanction (“Financial Crime”).

The Customer understand and agree that if any activities, conduct or circumstances the Customer is involved in (directly or indirectly) may, in the sole and absolute discretion of the Bank, expose the Bank to legal or reputational risk, or actual or potential regulatory or enforcement actions, the Bank shall at any time, without giving any reason or notice to the Customer, have the right to immediately:

- (a) terminate all contractual relationships the Customer has with the Bank; and
- (b) make reports and take such other actions as the Bank may deem appropriate,

(including that the Bank may suspend any transaction or terminate or suspend this Agreement and/or all transactions and business relationships with the Customer contemplated by this Agreement (1) upon discovering that any of the Customer or its senior management (including its director, supervisor, director (for a civil association), general manager, chief financial officer, representative, administrator, partner and authorized signatory) or beneficial owners is one of the individuals, legal persons or organizations subject to the sanctions under the counter-terrorism financing laws and regulations of the Republic of China or foreign jurisdictions (including Singapore), or any of them is a terrorist or terrorist group determined or investigated

by the government of Republic of China, foreign governments or international organizations; or (2) if the Customer uses the account opened with the Bank or services for any illegal activities or suspicious money laundering activities, or if the Customer, upon the Bank's request, fails to cooperate with the Bank in the Bank's know-your-customer process, or refuses to provide or give explanations of all information and/or documents required by the Bank (including but not limited to the information or documents in relation to itself, its senior management or persons controlling it and beneficial owners), or fails to cooperate in explaining the nature and purpose of any transaction or the source of funds, or refuses to provide the relevant information or reasonable explanations with respect to suspicious or unusual transactions, etc., conducted through the account opened with the Bank or the use of the services offered by the Bank).

The Customer undertakes that the Customer will not initiate, engage in or effect a transaction (directly or indirectly) that may involve Financial Crime and agree to hold the Bank harmless, indemnify the Bank and keep the Bank indemnified from and against any and all liabilities, claims, obligations, losses, damages, penalties, actions, judgments, suits, costs (including, but not limited to, legal costs on a full indemnity basis), expenses and disbursements of any kind whatsoever which the Bank may suffer or incur in connection with or arising from any breach by the Customer of this undertaking.

修訂前的條款內容	修訂後的條款內容	說明
<p>立同意書人確認已受 貴行告知「個人資料保護告知書」之內容，茲此同意 貴行得依前述告知內容蒐集、處理及利用立同意書人之資料，並向 貴行聲明及擔保，立同意書人已向提供個人資料之本人（包括但不限於董事、監察人、主要股東、實益擁有人、授權簽署人及業務聯絡人）告知前述告知內容並取得其同意，使 貴行得依個人資料保護法及相關法規之規定蒐集、處理、利用其個人資料。</p> <p>The Undersigned confirms that the Undersigned has been advised by the Bank of the "Notification of Personal Information Protection" and agrees the Bank to collect, process and use the Undersigned's data, and the Undersigned represents and warrants to the Bank that the Undersigned has duly advised and obtained the consent of individuals providing personal data (including but not limited to its directors, supervisors, principal shareholders, beneficial owners, authorized signatories and contact persons) for the Bank to collect, process and use their personal data in accordance with Personal Data Protection Act and relevant regulations.</p> <p>為向 貴行申請之服務(包括辦理開立存款帳戶/授信相關業務/外匯暨衍生性金融商品業務之需)，立同意書人及其負責人（如負責人亦為法人，則包含該法人之法定代理人）茲同意貴行基於徵信、防制洗錢、辦理上述業務或遵循相關法令之目的，得經由財團法人金融聯合徵信中心查詢其立同意書人及其負責人之相關資料（包含但不限於各項信用資料，自然人或法人任職董監事、經理人、身分證領補換、通報案件資料，公司之登記、董監事、經理人、營業項目資料等），並同意貴行、財團法人金融聯合徵信中心，得蒐集、處理(包括委託第三人處理)、利用立同意書人及其負責人之相關資料。</p>	<p>立同意書人確認已受 貴行告知「個人資料保護告知書」之內容，茲此同意 貴行得依前述告知內容蒐集、處理及利用立同意書人之資料，並向 貴行聲明及擔保，立同意書人已向其提供個人資料之本人（包括但不限於董事、監察人、主要股東、實益擁有人、授權簽署人及業務聯絡人）告知前述告知內容並取得其同意，使 貴行得依個人資料保護法及相關法規之規定蒐集、處理、利用其個人資料。</p> <p>The Undersigned confirms that the Undersigned has been advised by the Bank of the "Notification of Personal Information Protection" and agrees the Bank to collect, process and use the Undersigned's data, and the Undersigned represents and warrants to the Bank that the Undersigned has duly advised and obtained the consent of individuals providing personal data (including but not limited to its directors, supervisors, principal shareholders, beneficial owners, authorized signatories and contact persons) for the Bank to collect, process and use their personal data in accordance with Personal Data Protection Act and relevant regulations.</p> <p>為向 貴行申請之服務(包括辦理開立存款帳戶/授信相關業務/外匯暨衍生性金融商品業務之需)，立同意書人及其負責人（如負責人亦為法人，則包含該法人之法定代理人）茲同意貴行基於徵信、防制洗錢、辦理上述業務或遵循相關法令之目的，得經由財團法人金融聯合徵信中心查詢立同意書人及其負責人之相關資料（包含但不限於立同意書人之身分證字號等個人資料、各項信用資料，自然人或法人任職董監事、經理人、身分證領補換、通報案件資料，公司之登記、董監事、經理人、營業項目資料等），並同意貴行、財團法人金融聯合徵信中心，得蒐集、處理(包括委託第三人處理)、利用立同意書人及其負責人之相關資料。</p>	<p>修改同意書的「II. 客戶及以下所列個人(合稱立同意書人)接受並同意下列條款：」所列的條款。</p> <p>To amend the clause in Point II of AGREEMENT.</p>

<p>To apply to the Bank for the banking services, the Undersigned and its responsible persons (including the legal representative of the responsible person if the responsible person is also a corporate) hereby agree that the Bank may inquiry the Undersigned and its responsible person's related information (including but not limited to all credit information, information related to the individual or corporate serving as a director, supervisor or manager, ID card change or supplement, reported case, or information related to company's registration, directors, supervisors, managers, and business items) via Joint Credit Information Center ("JCIC") for the purpose of credit checking, anti-money laundering, processing of the above mentioned application(s) or regulation compliance, and further agrees that the Bank and JCIC may collect, process (including engaging a third party to process) and use the Undersigned and its responsible person's related information.</p>	<p>To apply to the Bank for the banking services, the Undersigned and its responsible persons (including the legal representative of the responsible person if the responsible person is also a corporate) hereby agree that the Bank may inquiry the Undersigned and its responsible person's related information (including but not limited to the personal data (personal I.D. card no.) of the Undersigned, to all credit information, information related to the individual or corporate serving as a director, supervisor or manager, ID card change or supplement, reported case, or information related to company's registration, directors, supervisors, managers, and business items) via Joint Credit Information Center ("JCIC") for the purpose of credit checking, anti-money laundering, processing of the above mentioned application(s) or regulation compliance, and further agrees that the Bank and JCIC may collect, process (including engaging a third party to process) and use the Undersigned and its responsible person's related information.</p>	
修訂前的條款內容	修訂後的條款內容	說明
<p>同意書簽署處</p> <p>職稱 (Position): 姓名 (Name):</p> <p>_____</p> <p>(簽章 Signature/Chop)</p>	<p>同意書簽署處</p> <p>職稱 (Position): 姓名 (Name):</p> <p>_____</p> <p>(代表客戶及其個人簽章 Signature/Chop on behalf of the Customer and for him/herself)</p>	<p>同意書簽署處修改如左列對照。</p>