## 台新國際商業銀行外幣匯出匯款約定書

## Taishin International Bank Outward Remittance in Foreign Currency Agreement

匯出匯款申請人〔以下簡稱立約人〕委請 貴行按立約人之匯出匯款申請文件所列各項內容,將款項匯予國外指定收款人,特立本約定書並願遵 守下列所載各條款:The applicant for Outward Remittance (hereinafter referred to as "the Applicant"), instructing Taishin International Bank (hereinafter refer to as "the Bank") to deliver the funds to the designated beneficiary in accordance with the instructions requested by the Applicant, herein agrees to the following terms and conditions:

- 一、立約人授權 貴行或 貴行之通匯行,得以認為合適之任何方法或方式匯出匯款並得以任何通匯銀行為解款銀行或轉匯銀行。如因解款銀行或 轉匯銀行所致之誤失,而該行係由立約人所指定,或雖由 貴行指定但 貴行已依相當之注意盡選任及指示之責者,貴行均不負責任。貴行 如應立約人之請求同意協助辦理追蹤、查詢、改匯或退匯或因其他不可歸責於 貴行之事由所生之費用(包含但不限於郵電費用及國外銀行收 取之費用)概由立約人負擔,貴行並得要求立約人先行支付部份款項後再行辦理。The Applicant hereby authorizes the Bank or its correspondent banks to process the outward remittance of funds using any method as it deems appropriate, and use any correspondent bank as the beneficiary bank or the intermediary bank. The Bank shall not be liable for any loss resulting from the errors or omissions of the beneficiary bank or the intermediary bank, if such banks were designated by the Applicant, or the Bank has exercised reasonable care in selecting and instructing these counterparties. The Applicant shall be responsible for all costs (including but not limited to the postage/cable charges or service charges of foreign banks) or damages incurred by tracking, investigating, amending or refunding the transaction upon the Applicant's request, or any other circumstances which are not attributable to the Bank. The Bank may ask the Applicant to pay part of the charges prior to processing the enquiries.
- 二、立約人同意辦理匯出匯款時,倘因不可歸責於 貴行事由(例如:電訊設備、線路等故障或匯款支票在郵寄途中毀損或遺失等),或因立約人所提 供之匯軟資訊不正確、不完整(含必要之中間行資訊)或填寫錯誤,致匯款遲延或無法送達者,貴行概不負責,因此所衍生之一切費用及損失, 概由立約人負擔。The Applicant agrees that the Bank will not be liable for any delay or non-payment of the remittances due to circumstances which are not attributable to the Bank (including but not limited to the malfunction of telecommunication equipment or lines, damage to or loss of the check during mail delivery etc.), or incorrect/incomplete remittance information provided by the Applicant, and the Applicant shall be solely responsible for any loss or charge incurred as a result of the aforementioned situation.
- 三、立約人同意解款行/轉匯行於解款或轉匯時,得依當地國家、地區或個別銀行慣例,逕自匯款金額扣取相關費用、或自動轉換為當地貨幣、憑 正確帳號即自動入帳或待立約人/受款人另提供證明資料始予入帳,立約人絕無異議。The Applicant agrees when the remittance is paid or transferred, the beneficiary bank or the intermediary bank may, pursuant to the local custom and practice of country, area or such bank, deduct related charges from the remittance amount, convert the remittance amount into local currency, execute the transaction only based on the correctness of the account number or withheld the execution of the transaction until further information is provided by the Applicant/beneficiary.
- 四、除本約定書約定條約外,立約人願遵守有關法令及銀行公會所訂現在及將來之一切規章並承認該法令及規章為本約定書之一部份。The Applicant agrees to comply with other related laws and all applicable current/future regulations of the Bankers Associations of Taiwan, and also agrees that the aforementioned laws and regulations shall be deemed as a part of this Agreement.
- 五、立約人同意以留存於 貴行之基本資料為匯款人資訊(包括但不限於地址/國家),且 貴行得依清算行/中間轉匯行或受款地區/國家/銀行要 求,以立約人之匯出匯款申請文件填報之交易性質作為匯款資訊。The Applicant agrees that the personal information previously provided to the Bank will be used to supply the payer information (including but not limited to address/country), and the Bank may, at the request of a clearing/intermediary bank or a receiving region/country/bank, provide the nature of the foreign remittance specified by the Applicant on the application for outward remittance.
- 六、立約人匯出匯款係以外幣帳戶支付匯款本金,倘遭受款行/清算行/中間轉匯行退匯者,經 貴行通知(包括但不限於電話/e-mail)後,**立約人** 無須填寫「匯出匯款退匯/改匯/查詢申請書」,貴行得逕將退匯款項扣除相關費用後回存立約人原外幣存款帳戶。If the Applicant makes an outward remittance from a foreign currency account and the payment is returned by the receiving/clearing/intermediary bank, the Applicant, when notified by the Bank (including but not limited to by telephone or e-mail), will not be required to complete the Application for Amendment/Enquiry/Refund, and the Bank may proceed to credit the sum of remittance less applicable refund fees to the Applicant's foreign currency deposit account.
- 七、匯出款項若係由臺/外幣帳戶扣帳,立約人授權 貴行得憑匯出匯歉申請文件/外匯收支或交易申報書所載之臺/外幣扣歉帳號逕行扣歉,立約 人無需另行填寫取款憑條。 In the event that the remittance amount shall be debited from NTD/foreign currency account, the Applicant hereby authorizes the Bank to deduct directly from the Applicant's account as stipulated on the application for outward remittance and/or "Declaration Statement of Foreign Exchange Receipts and Disbursements or Transactions" without a withdrawal slip.
- 八、立約人辦理匯出匯款業務時,倘經 貴行查核相關交易對象或國家等係金融監督管理委員會函轉、國內/外政府、國際洗錢防制組織所列之恐 怖分子、團體、組織或禁匯/運國家時,立約人同意 · 貴行得不經立約人同意選行終止相關交易並調整帳務資料,另倘經國外銀行依所在國洗 錢防制、防制犯罪及反恐相關法令進行調查或扣押交易款項造成交易延遲或失敗等情事,均由立約人自行負責,概與 責行無涉。In the event that the remittance related counterparty or country is recognized as terrorist, sanctioned individual/group/entity/organization or country by the local/foreign government, Financial Supervisory Commission or international anti-money laundering organizations, the Applicant agrees that the Bank may, without the Applicant's further consent, terminate the remittance and adjust account entries accordingly, and in the event that the remittance is under investigation or the payment has been withhold by foreign bank in accordance with its local anti-money laundering/ counter terrorist financing/ anti-crime/ anti-terrorism related laws or regulations, the Applicant shall be solely responsible for any transaction delay/failure occurred.
- 九、立約人同意 貴行於業務範圍及法令規定之特定目的範圍內,得蒐集、處理、利用或國際傳輸立約人之個人資料及匯款交易資料等;其利用 範圍包括台新銀行、台新銀行海外分支機構、通匯行、未受中央目的事業主管機關限制之國際傳輸個人資料之接收者、台新銀行往來之金融 機構,依法有調查權之機關或金融監理機關、或其他依相關法律規定得對之揭露之機關或個人,及其他經主管機關指定之機構,相關資料將 依法令或 貴行規定之保存期限保存。有關個人資料保護法詳細資訊,請詳台新銀行官方網站。立約人同意自行告知受款人有關個人資料利 用範圍。The Applicant agrees that, for the specific purposes of conducting business or complying with related laws and regulations, transaction related information or Applicant's personal data may be collected, saved, utilized, used or internationally transmitted by the Bank, the Bank's overseas branches, the Bank's correspondent banks, international transmission receiver not limited by the competent authorities, financial institutions having business relationship with the Bank, competent authorities, financial supervisory agencies, any other agencies or individuals permitted by related laws, or any other agencies designated by the competent authorities. All related information shall be preserved according to related laws/regulations or the Bank's policies. Please refer to the Bank's official website for more information on Personal Information Protection Act. The Applicant agrees to inform the beneficiary regarding the personal information use and the above context.
- 十、除法令、主管機關規範另有規定或本約定書另有約定外,責行得於本約定書修改內容生效日六十日前於 責行營業處所或 責行網站公告本 約定書之修改內容,若立約人不同意修改內容,應於修改內容生效前終止本約定書,否則即視為同意該增刪修改之約定內容。Except otherwise provided in laws, regulations and this Agreement, the Bank may amend the terms and conditions of this Agreement by declaring such amendments in the Bank's business place or website sixty (60) days prior to the effective date of such amendments. If the Applicant disagrees with such amendments, the Applicant shall terminate this Agreement before the effective of such amendments; otherwise, the Applicant shall be deemed to agree with the amendments.

此致 To

台新國際商業銀行

**Taishin International Bank** 

	工約 <b>入</b> 食草(原留印鑑 <i>)</i>	
【以下由銀行填寫】For Bank use only	Applicant:	
客户 ID:	Signature/Chop with the original specimen seal	
驗印:	簽署日期 Date:	