

## 兆豐國際商業銀行

Mega International Commercial Bank

## 匯出匯款申請書

Outward Remittance Application Form 申請日期： 年 月 日

\*依臺灣地區及解款行/轉匯行所在國防制犯罪及反恐法令之特定目的下，倘若匯款遭扣押者，相關風險應由匯款人自行承擔。

\*本筆匯款若因匯款人（或代匯人）提供資料不完整或錯誤，致匯款延誤或產生任何損失，匯款人應自行承擔，本行恕不負責。

\*注意！部分國外銀行解付款項時，不需檢視戶名與帳號是否一致即可入帳，請務必確認受款人帳號之正確性！

申請日期： 年 月 日  
Date (Y) (M) (D)

申請人姓名：(中文)

Applicant：(英文)

出生日期 Date of Birth： 年 (Y) 月 (M) 日 (D)

身分證統一編號/居留證/護照/國籍：

ID No./Resident Permit Card No./Passport No./Nationality

地址及電話：

Telephone No. &amp; Address

匯款性質： 受款地區國別：

Nature of Remittance Destination of Remittance.

性質為「委外加工貿易支出」/「商仲貿易支出」者，請勾選本欄

☐是 ☐否 出貨至大陸☐是 ☐否 受款地為 OBU，且最終受款地為大陸地區

金額：

匯款方式 (Type of Remittance)：

Amount

☐電匯 (T/T) ☐票匯 (BANK DRAFT)

匯出之繳款方式 Kinds of Foreign Exchange Paid：

☐以新臺幣結匯 Paid By NTD☐外幣現鈔 Foreign Currency☐外匯存款 Foreign exchange deposit☐其他 Others

57 受款銀行名稱

地址及代號：

Account With Inst.

59 受款人帳號：(匯往歐盟地區，請填 IBAN)

Account No. (In the case of remittance to the territory of EC, Please specify IBAN)：

受款人姓名：

Beneficiary

地址：

Address

聯絡電話：

Telephone No.

70 附言

Remittance Information

71 費用明細 Details of Charge：

☐SHA 匯款人負擔發電銀行費用；受款人負擔中間轉匯行及解款行之費用☐OUR 匯款人負擔所有國內及國外之相關費用 (匯款人應預先支付所有費用)☐BEN 受款人負擔所有國內及國外之相關費用☐受款人資料詳 ☐背面 ☐附件 ☐參照電文 號

代理人姓名：

Agent:

電話：

Telephone No.

身分證統一編號：

ID No

生日：

Date of Birth：

## 匯出匯款約定書

- 一、實行得以認為最合適之任何方式為匯出匯款，除立約人另有指定外，實行並得以任何國外分行或通匯行為解款行或轉匯行。如國外解款行或轉匯行所致之損失，無論該行係由立約人或實行所指定，實行均應協助追蹤、查詢，其國外銀行所收取之費用由立約人負擔，實行亦得向立約人收取查詢所需郵電費。
  - 二、立約人同意，倘匯款電文發送時，因電訊設備、線路等故障，或接收情況不良導致電文內有跳行、模糊不清、殘缺或其他非實行所能控制之原因，導致匯款遲延送達或不能送達時，實行協助辦理退匯、轉匯或重新匯款時，其所需之郵電費及國外銀行收取之費用均由立約人負擔。
  - 三、立約人同意，實行選定之國外解款行，得以原幣或當日買匯匯率兌換成當地貨幣，付款予收款人，或匯入收款人之帳戶，立約人絕無異議。
  - 四、立約人同意匯出匯款於國外解款行或轉匯行時，其依當地銀行慣例由解款行或轉匯行自匯款金額內扣取之費用，概由收款人負擔，立約人絕無異議。
  - 五、立約人申請開立匯票，倘若事後向本行申請匯票掛失止付時，實行得向立約人收取匯票掛失止付手續費，另國外付款行辦理匯票掛失所收取之國外銀行費用，概由立約人負擔。
  - 六、除本約定書約定條款外，立約人願遵守有關法令及銀行間之國外匯款慣例。
  - 七、立約人同意，實行於臺灣地區主管機關核定承辦之業務範圍及遵循臺灣地區及解款行(轉匯行)所在國防制犯罪及反恐法令之特定目的下，得辦理立約人個人資料及匯款交易資訊之蒐集、處理、利用或國際傳輸。
  - 八、根據洗錢防制法、金融機構防制洗錢辦法與資恐防制法等相關法令，銀行為執行防制洗錢及打擊資恐之目的與作業，對立約人與立約人關係人(包括但不限於立約人之實質受益人、高階管理人、本業務關係人例如代理人、代表人及被授權人等及交易對象)於法令許可之範圍內執行相關之措施(包括但不限於定期或不定期之審視、調查及申報等)，於本條約定各項情形下，銀行均毋須對立約人或立約人關係人負任何損害賠償責任。
- 立約人同意銀行得將疑似洗錢、受任何國家或國際組織經濟或貿易限制/制裁、具受銀行監管特殊身分、或與前揭目的相關之立約人及其與銀行從事任何交易之資料、與立約人及立約人關係人有關之資料在銀行、銀行分支機構、銀行所屬之金融控股公司及其所轄之子公司及其他依法令或經主管機關核准之對象(下稱「收受對象」)間傳遞並作為機密使用(包括但不限於有關任何服務之提供及作為資料處理、利用、統計及風險分析之用)，前揭各該收受對象依法令或主管機關之要求得處理、利用、移轉及揭露該等資料。
- 立約人與立約人關係人如有以下情形之一者，立約人同意銀行毋須通知立約人，得逕為下列之處理，以進循防制洗錢及打擊資恐等相關法令規範，倘立約人與立約人關係人因此發生損害或承受不利益均由其自行承擔，銀行不負損害賠償責任：
- (一) 在不違反相關法令情形下，銀行如果得知或必須假定立約人往來資金來源自貪瀆或濫用公共資產時，得不予接受或斷絕業務往來關係。
  - (二) 立約人與立約人關係人係受經濟或貿易限制/制裁、外國政府或國際洗錢防制組織或法務部依「資恐防制法」公告認定或追查之恐怖分子或團體，銀行得拒絕業務往來或逕行銷戶。
  - (三) 立約人不配合銀行定期或不定期審視、拒絕提供實質受益人或對立約人行使控制權之人等資訊、對交易之性質與目的或資金來源不願配合說明、涉及疑似洗錢或資恐交易、或銀行認為必要時(包括但不限於經審查程序認定立約人提供之文件或立約人之身分有疑義者、經立約人說明後仍認定帳戶或交易異常者、或媒體報導立約人涉及違法之特殊案件等)，銀行得暫時停止交易，或暫時停止或終止業務關係或採行其他必要之措施。

\*「The Terms and Conditions for Outward Remittance」 is Translated Into English as Reverse Page.

申請人(暨立約人)確認本申請書所填列之資料正確無誤，並同意匯出匯款約定書之各條款，且已收受正本無誤。

申請人(暨立約人)簽署/公司大小章  
Applicant's Signature/Seal

\*申請人(暨立約人)茲聲明已詳閱且充分明瞭本申請書暨約定書第二聯背面所記載「履行個人資料保護法第八條第一項告知義務內容」，並明瞭本筆匯款於實行實際匯出手續完成前，實行保留終止匯款委託之權利。

經辦	主管

電子傳送交易指示匯款 (電子傳送交易指示銀行核對印鑑人員簽章)



「The Terms and Conditions for Outward Remittance」：

1. Mega International Commercial Bank(hereinafter referred to as the Bank) may proceed with the outward remittance in any manner it considers most appropriate. Unless otherwise instructed by the Customer, the Bank may designate any of its foreign branches or correspondents as the paying bank or the intermediary bank. In the case of any errors or omissions resulting from acts of paying banks or intermediary banks, the Bank shall assist with the follow up or making enquiries in connection therewith, irrespective of whether the banks are designated by the Customer or Bank. The fees charged by the foreign banks shall be borne by the Customer. The Bank may also charge from the Customer the postage and telecommunication fees required for making the enquiries.
  2. The Customer agrees that where it is necessary for the Bank to assist with re-exchange, transfer or re-remittance when the remittance is delayed or fails due to incomplete, illegible, defective remittance message caused by failure in telecommunication equipment and lines or poor reception condition, or other causes beyond the Bank's control, the postage and telecommunication fees as required and charged by foreign banks shall be borne by the Customer.
  3. The Customer agrees that the paying bank designated by the Bank may make payment to the beneficiary or deposit the payment into the beneficiary's account in the original currency or local currency exchanged at the buying rate for exchange on the day of payment.
  4. The Customer agrees that the fees withheld by the paying bank or intermediary bank from the remittance pursuant to the local banking customs when the remittance is paid or transferred overseas shall be borne by the beneficiary.
  5. Where the Customer applies for stop payment for demand drafts applied by the Customer in the Bank, the Bank may charge from the Customer the related fees required for making stop payment of demand drafts. In addition, the fees as required and charged by foreign paying banks for processing stop payment of demand drafts shall be borne by the Customer anyway.
  6. In addition to the terms and conditions provided herein, the Customer agrees to comply with the relevant laws and foreign remittance customs between and among banks.
  7. The Customer agrees that the Bank may collect, process, utilize or international transmit his/her personal data and information as to remittance of the Customer for the specific purposes of conducting the business approved by the competent authority in Taiwan and complying with laws and regulations for preventing crime and terrorism in Taiwan and in other countries in which the paying bank(s) or the intermediary bank(s) does business.
  8. According to the Money Laundering Control Act, Regulations Governing Anti-Money Laundering of Financial Institutions, and Counter-Terrorism Financing Act, the Bank shall not be liable for any damage or compensation for Customer or its related parties for any related measures (including but not limited to regular or irregular assessments, investigations, and reports) on the Customer or its related parties (including without limitation the Customer's beneficial owners, senior managers, related parties to the deposit (e.g. agents, representatives, or authorized individuals), and transaction counterparties) executed within the legally permissible scope under all conditions specified in the Agreement for anti-money laundering or counter-terrorism financing purposes or operations. The Customer agrees that the Bank may transmit information on suspected money laundering, economic or trade restrictions/sanctions imposed by any country or international organization, special control status under the Bank's management, and Customers related to the items above and any of their transactions with the Bank, and Customers and their related parties within the Bank, between the Bank's branch institutions, the Bank's Financial Holding Company, its subsidiary companies, and other recipients based on regulations or approval of the competent authority (hereinafter referred to as the "recipients") for confidential use (including but not limited to for the use of any service or information processing, statistics, and risk analysis). The recipients specified above may process, transfer, and disclose such information in accordance with requests of laws, regulators or legal proceedings.  
The Customer agrees that the Bank may process any of the following conditions involving the Customer or its related party without notifying the customer to comply with related anti-money laundering and counter terrorism financing laws and regulations. Any damage or detriment suffered by the Customer or its related party shall be borne by the Customer or its related party and the Bank shall not be liable for compensation:
    - 1) Where related laws or regulations are not violated, the Bank may, if it learns or is required to assume that the Customer's source of funds is from corruption or abuse of public assets, refuse or sever business relationships with the Customer.
    - 2) Where the Customer or its related party is subject to economic or trade restrictions/sanctions or announced, identified or investigated by a foreign government, international anti-money laundering organization, or the Ministry of Justice in accordance with the "Counter-Terrorism Financing Act", the Bank may refuse business transactions or close the account without notice.
    - 3) Where the Customer fails to comply with the Bank's regular and/or irregular reviews, refuses to provide information on the beneficial owner or the individual with controlling rights over the Customer, refuses to explain the nature or purpose of the transaction or the source of funding, is suspected to be involved in a money laundering or terrorist financing transaction, or where the Bank deems it necessary (including but not limited to cases where the documents provided by the Customer or results of reviews are in question, where the Customer is deemed to be irregular or exhibit money laundering patterns after it provided explanation, or where the case is a special case reported in the news), the Bank may temporarily suspend transactions, temporarily suspend or terminate business relationships, or take other necessary measures.
- ※ This "Terms and Conditions" is originally prepared in the Chinese language and is translated into English for reference only. In the event of any conflict or dispute or inconsistency as to the meaning of any terms, conditions or provisions of this "Terms and Conditions", the Chinese language version shall in all events prevail and predominant for all purposes whatsoever.

履行個人資料保護法第八條第一項告知義務內容

銀行依據個人資料保護法(以下稱個資法)第八條第一項規定,謹向立約人告知下列事項,請詳閱:

- 一、蒐集之目的:
  - (一)辦理國外匯兌業務、存款業務之特定目的。
  - (二)依法定義務、法令規定及金融監理需要或金融爭議處理之需要,所為之蒐集處理及利用。
  - (三)內部統計、研究分析與管理需要。
- 二、蒐集之個人資料類別:姓名、身分證統一編號(或其他身分證件號碼)、出生年月日、通訊方式、往來交易資料及其他本「匯出匯款申請書」所載明項目等資料內容,並以本行與立約人往來之相關業務、帳戶或服務及自立約人所實際蒐集之個人資料為準。
- 三、個人資料利用之期間、地區、對象及方式:
  - (一)期間:個人資料蒐集之特定目的存續期間,或依相關法令所定(例如商業會計法等)或因執行業務所必須之保存期間或依個別契約就資料之保存所定之保存年限。(以孰後屆至者為準)
  - (二)地區:下列揭示利用對象之國內及國外所在地。
  - (三)對象:本行及受本行委託處理業務之委外機構、依法令規定利用之機構(例如:本行所屬金融控股公司)、其他業務相關之機構【例如:本行海外分支機構、通匯行(含原始匯款行、解款行、中間銀行)、財金資訊股份有限公司、未受中央目的事業主管機關限制之國際傳輪個人資料之接收者】、依法有權機關或金融監理機關。
  - (四)方式:符合個人資料相關法令以自動化機器或其他非自動化之利用方式。
- 四、依據個資法第三條規定,立約人就本行保有立約人之個人資料得行使下列權利:
  - (一)得向本行查詢、請求閱覽或請求製給複製本,而本行依法得酌收必要成本費用。
  - (二)得向本行請求補充或更正,惟依法立約人應為適當之釋明。
  - (三)得向本行請求停止蒐集、處理或利用及請求刪除,惟依法本行因執行業務所必須者,得不依立約人請求為之。
- 五、立約人得自由選擇是否提供相關個人資料,惟立約人若拒絕提供相關個人資料,本行將無法執行必要之業務審核或處理作業,致無法提供立約人相關服務。

To fulfill the notification obligations under Paragraph 1 of Article 8 of the "Personal Information Protection Act", the Bank hereby notifies the Customer of the following items. Please read carefully.

1. Purpose of Collection:

- (1) For the specific purpose of providing foreign exchange and deposit services.
- (2) Collection, processing, and using personal information is made to fulfill the legal obligations, to comply with the relevant laws, and to meet the needs of financial supervision or the resolution of financial disputes.
- (3) For internal statistical analysis, research, and management.
2. Type of Personal Information to be Collected: Name, national identification number (or other identification numbers), date of birth, communication methods, transaction data and other information specified in the "Outward Remittance Application Form", of the Bank, subject to personal information actually collected from your relevant dealings, accounts, or services with the Bank and from you.
3. Time Period, Area, and Manners of Use of Personal Information, and Entities that May Use the Personal Information:
  - (1) Time Period: The period of existence of the specific purpose for which the personal information is collected, or the period determined in accordance with the applicable laws (such as the Business Entity Accounting Act) or the information retention period necessary for the Bank to conduct its business or agreed in the respective contract (the latter will prevail).
  - (2) Area: Any domestic and overseas location where the "entities that may use the personal information" described in the following paragraph are situated.
  - (3) Entities that May Use the Personal Information: The Bank and any organizations entrusted by the Bank for the purpose of handling operational matters, institutions that use the information in accordance with the law (such as the financial holding company, with which the bank is affiliated), other business-related entities [such as overseas branches of the Bank, correspondent banks (including original remittance banks, paying banks and intermediary banks), the Financial Information Service Co., Ltd. and any recipients of internationally transmitted personal information not subject to restrictions imposed by the central industrial relevant authority], legally authorized organizations or financial supervisory authorities.
  - (4) Manners of Use: Personal information shall be used/processed by automatic machines or non-automatic measures in compliance with the relevant personal information protection laws and regulations.
4. You may exercise the following rights with regard to your personal information kept by the Bank pursuant to Article 3 of the "Personal Information Protection Act":
  - (1) Make inquiries, request a review or a duplicate copy of personal information from the Bank, and the Bank may charge a reasonable and necessary fee pursuant to the applicable laws.
  - (2) Request the Bank to supplement or rectify any error, provided that you must provide the Bank with the adequate explanation pursuant to the applicable laws.
  - (3) Request the Bank to discontinue the collection, processing, or use of personal information and to delete it. However, the Bank may refuse your request if your information is necessary for the Bank to conduct its business pursuant to the applicable laws.
5. You may freely choose whether or not to provide relevant personal information. However, if you refuse to provide relevant personal information, the Bank will not be able to proceed with the necessary review or procedure and therefore will not be able to provide you the relevant services.