

REQUEST FROM CUSTOMER FOR CLEAN ASSIGNMENT 款項讓與申請書**Letter of Credit 信用狀**

- Number 號碼 :
- Issuing Bank 開狀銀行 :
- Issuing Date 開狀日 :
- Expiry Date 有效期限日 :

Assignee 受讓人

- Name 名稱 :
- Address 地址 :
- Bank 銀行 :
- BSB 銀行代碼 :
- Account No. 帳戶 :
- Assigned Proceeds Amount 款項讓與金額 :

We request that you 本公司請求滙豐(台灣)商業銀行股份有限公司(以下稱 貴行) :

- (1) Issue an assignment notice to the Assignee of the assignment requested herein; and 簽發款項讓與申請書予受讓人, 及
- (2) Remit up to the Assignment Amount to the Assignee's Account upon receipt of proceeds of payment under the Letter of Credit.
於收到信用狀下之支付款項後, 再將款項讓與金額匯入受讓人之帳戶

We agree and acknowledge that 本公司同意且知悉

- (1) This assignment request may only be revoked or amended with your and the Assignee's consent;
本款項讓與申請書須經受讓人及 貴行之同意後使得撤銷或修改
- (2) You shall not be responsible for advising the Assignee with details of this assignment request;
貴行毋庸向受讓人通知本款項讓與申請之細節
- (3) You are not obliged to remit all or any part of the Assignment Amount and has no liability for non-remittance, if remittance is prohibited by law or your internal policy relating to matters including the prevention of money laundering, fraud, terrorist financing, tax evasion and provision of financial and other services to any persons or entities which may be subject to sanction;
若匯款有違反任何法令或 貴行內部相關政策, 包括洗錢防制、詐欺、恐怖分子融資、逃漏稅或向任何可能被制裁之個人或機構提供金融或其他服務者, 貴行無義務處理款項讓與金額全部或部分之匯款, 且對匯款一事亦不負任何責任
- (4) Remittance of proceeds to the Assignee will take priority to our rights to receiving proceeds from payment under the Letter of Credit;
匯撥款項予受讓人將優先於本公司收到信用狀下之支付款項之權利
- (5) All drafts/documents called for under the Letter of Credit will be presented by us directly to you at the above address for onforwarding to the issuing bank; without involvement of any other bank;
所有因信用狀所須具備之匯票/文件將由本公司直接向 貴行所列上述地址提示, 並由 貴行不透過其他銀行直接轉交上開匯票/文件予開狀銀行
- (6) There is no assignment of the Letter of Credit and the right to accept any amendment to the Letter of Credit remains with us;
本公司並未轉讓信用狀, 且本公司仍保有是否接受任何對信用狀修改之權利
- (7) This assignment request is subject to such fees as have been notified by you to us; and
因本款項讓與申請所生之相關費用, 應由本公司負擔
- (8) We will indemnify you against, and pay on demand, any cost, loss or liability incurred or suffered by you in connection with this request and/or the assignment.
本公司將依 貴行請求, 補償並支付 貴行因本申請及/或款項讓與所產生或負擔之任何損失或責任
- (9) Sanction 制裁

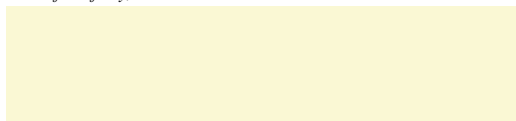
We make the following representations: (a) neither we nor any of our subsidiaries, directors, officers, employees, agents, or affiliates is an individual or entity ("Person") that is, or is owned or controlled by Persons that are: (i) the subject of any sanctions issued, administered or enforced by the US Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the US Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury or the Hong Kong Monetary Authority (collectively, "Sanctions"), or (ii) located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions; and, (b) any required import or export licenses applicable to each Letter of Credit have been obtained and certifies its compliance in all material respects with foreign and domestic laws and regulations pertaining to each jurisdiction in which it operates and to each Letter of Credit we instruct you to issue and the subject matter of such Letter of Credit including, if applicable, the shipment and financing of the goods described in the Letter of Credit. We acknowledge and agree that: (a) you, HSBC Holdings plc, its affiliates and subsidiaries (together "HSBC Group"), and HSBC Group's service providers are required to act in accordance with the laws and regulations of various jurisdictions, including those which relate to Sanctions and the prevention of money laundering, terrorist financing, bribery, corruption and tax evasion; (b) you may take, and may instruct other members of the HSBC Group to take, to the extent you or such member is legally permitted to do so under the laws of the relevant jurisdiction, any action (a "Compliance Action") that you or any other member, in its sole discretion, considers appropriate to act in accordance with Sanctions or domestic and foreign laws and regulations. Such Compliance Action may include but is not limited to the interception and investigation of any payment, communication or instruction; the making of further enquiries as to whether a person or entity is subject to any Sanctions; and the refusal to issue, pay, renew, extend or transfer a Letter of Credit or to process any transaction or instruction that does not conform with Sanctions;

and (c) neither you nor any member of HSBC Group will be liable for any loss, damage, delay, or a failure of the Bank to perform its duties under this agreement arising out of or relating to any Compliance Action taken by you, your service providers, or any HSBC Group member in its sole discretion. (d) We will indemnify you for all losses, costs, damages, claims, actions, suits, demands and liabilities (together, the "Losses") suffered or incurred by or brought against you arising out of or relating to any Compliance Action, unless such Losses are solely and directly caused by the gross negligence or wilful misconduct of you.

本公司茲向貴行為下述聲明、擔保及承諾事項：

(a) 本公司、其子公司、及其董事、經理人、受僱人、代理人或關係企業等個人或團體(下稱「關係人」)，(i) 均非屬美國財政部海外資產控制辦公室(OFAC)、美國國務院(Department of State)、聯合國安全理事會、歐盟、英國及香港金融管理局所發布、監管或執行之經濟制裁的對象或主體(下稱「受經濟制裁之人」)，或為受經濟制裁之人擁有或控制之人士或團體，(ii) 亦未座落、組織設立或居住於受經濟制裁，或其政府受經濟制裁之國家或領域，及(b) 已取得任一信用狀所需的進口/出口相關許可及核准，並遵守所有應適用之境外或境內、其營業所在地、任一信用狀開狀銀行及信用狀相關事項(包含與信用狀所載貨物之運送或提供融資有關等)應適用之法律及規定。本公司認知並同意：(a) 貴行、滙豐控股有限公司、其關係企業及子公司(以下合稱「滙豐集團」)及滙豐集團之服務提供者，應遵守各管轄領域之法律及規定，包括但不限於制裁與防制洗錢、恐怖分子融資、賄賂、貪腐及逃稅等相關法令，(b) 貴行得採取且貴行得指示任一滙豐集團成員採取任何依其獨立判斷認為適當且符合其所屬管轄領域法律之行動(以下簡稱「金融犯罪風險管理活動」)，以遵守與制裁相關之境外或境內法律及規定。金融犯罪風險管理活動包括但不限於：截取及調查任何付款、通訊或指示、詢問個人或機構是否受制裁機制拘束、拒絕為其簽發、付款、更新、展延或轉讓信用狀或拒絕執行任何不符制裁機制的交易或指示，及(c) 本公司應賠償貴行因金融犯罪風險管理活動所引起或與金融犯罪管理活動有關所致之任何損失、成本、損害、訴求、行動、訴訟、請求及責任(以下合稱「損失」)，惟因貴行之故意或重大過失單獨且直接致生之損失不在此限

Yours faithfully,



Authorized Signatory/ies