

買入/託收外幣票據申請書

Application for Negotiation/Collection of Clean Bills

申請人 Applicant's Name		身分證號/統一編號 I.D. No.		出生日期 Date of Birth	
地址(本行客戶無需填寫) Address (Complete if the Applicant do not hold an account at Yuanta Commercial Bank.)				電話 Tel. No.	
申請人茲檢附下列外幣票據，委請貴行惠予 ☐ 買入 / ☐ 託收 The Applicant encloses herewith the clean bill(s) with details as follows requesting Yuanta Commercial Bank ("the Bank") for ☐ Negotiation / ☐ Collection					
票據號碼 Draft/Check No.	發票日 Issue Date	付款銀行 Drawee Bank	幣別及金額 Currency and Amount		
匯款性質 Nature of Remittance					
支付方式 Payment Instruction		存入帳號 Credit to A/C No.:		其他 Others:	

本業務之收費悉依貴行收費標準計收，其中「國外費用」依國外銀行實際扣收費用計算，逕自票款中扣除之（國外費用可能達 200 美元以上）。

The charges of Negotiation/Collection of Clean Bills shall be in accordance with the Bank's Fee Schedule. Additionally, the service charges of overseas bank(s) depend on the actual charges of overseas bank(s) and will be deducted from the bill amount (expected to exceed US\$200).

申請人（暨立約人）具結所申報均屬真實，並充分瞭解與同意本申請書之全部內容及背面之各約定條款
 The Applicant (the "Undersigned") hereby declares that all particulars as stated herein are true and correct and has fully understood and agreed to abide by all the content in this Application and the terms and conditions set forth on the overleaf.

此致 元大商業銀行股份有限公司
 To Yuanta Commercial Bank Co., Ltd.

申請人暨立約人：
 The Undersigned:
 中華民國 年 月 日
 Date (mm/dd/yyyy):

(簽章)
 (Signature/Seal)

以下欄位由銀行人員填寫 For the Bank use only

議價編號：		成交匯率：		光票買入批覆書號：	
利率 / 計息天數：		買匯息：		核准額度：	
手續費：		郵電費：		加計本筆動支額度：	
應付金額：		☐ 專案申請編號：			
利潤中心：		☐ 財管/薪轉優惠			
一、營業單位檢核項目： (一) ☐ 已於 AML 系統查詢票據上載明之「收款人(Payee 或 Pay to the order of)」、「付款銀行(Drawee Bank)」、「發票銀行(Issuing Bank)」及「發票人(Drawer)」(如有)等資訊。 (二) ☐ 已上網查詢公司/有限合夥/商業登記資料無誤 ☐ 團體 二、除受理託收本行賣出之旅行支票且申請人為原購買者外，申請人與本行存款往來未滿六個月或託收金額逾等值五萬美元之一般票據託收業務，需完成下列事項並陳送營業/業務單位主管同意後始可受理： ☐ 營業/業務單位已先就申請人辦理 KYC 作業 ☐ 詳述承作理由：					
營業 / 業務單位 單位主管	(助理)作業 主管	經辦	核對親簽		
國外部覆核主管		國外部經辦			

買入/託收外幣票據約定書 Agreement for Negotiation/Collection of Clean Bills

立約定書人(以下簡稱立約人)為向貴行申請買入或託收外幣票據，茲聲明願遵守下列所載各條款：

With respect to the Undersigned's request to the Bank for negotiation /collection of negotiable instruments in foreign currencies (the "Clean Bills"), the Undersigned hereby agrees to comply with the following terms and conditions:

- 一、立約人茲保證申請買入或託收之外幣票據，絕無偽造、變造或其他權利瑕疵情事，縱事後證實有上述瑕疵情事，致貴行蒙受損失時，立約人願負全部責任。
 1. The Undersigned hereby guarantees that all the Clean Bills presented hereunder for negotiation/collection are neither forged, altered, nor contain any other defect. If it is subsequently found otherwise, the Undersigned shall be fully liable for any loss, damage, cost or expense incurred by the Bank.
- 二、立約人申請買入之外幣票據，保證貴行於一個月以內收妥票款，如票據經貴行交付遞送後，非因貴行之過失致遺失或毀損時，立約人願即另提供經貴行認可之同額外幣票據交付貴行，或償還等值新臺幣，絕不使貴行因此蒙受損失。
 2. For the Clean Bills negotiated by the Bank, the Undersigned hereby guarantees that the Bank shall receive the proceeds within one month. If the said Clean Bills are missing or damaged as the results of any reason not attributable to the Bank, the Undersigned shall provide another Clean Bill of comparable amount or repay the equivalent in New Taiwan Dollar (NTD) to the Bank, and shall not cause the Bank to incur any loss or damage.
- 三、立約人申請貴行託收之外幣票據，如貴行交付遞送過程中，非因貴行之過失致遺失或毀損或遲延所引起之結果，概與貴行無關，立約人願自負其責。
 3. The Undersigned agrees that the Bank shall bear no responsibility for any loss, damage or delay arising from the willful misconduct or negligence in the process of collection which are not attributable to the Bank, the Undersigned shall assume all risks and liabilities arising therefrom.
- 四、立約人申請買入或託收之外幣票據，於領取票款以後，倘發生退票、短收或其他糾紛時，除係因貴行之故意或重大過失所致者外，不論其理由如何，亦不問其退票係發生在票款收受進帳以前或以後，抑或發生在立約人提領票款以後，且無論退票之原件票據是否寄還貴行，一經貴行通知，立約人願立即以外匯或等值新臺幣償還貴行預付之票款及其衍生之應付利息與費用等，絕不延誤。且自貴行通知之日起十五日內，如未能償還，貴行得逕於任何時日將應償還之外幣、應付利息及費用折換為新臺幣，立約人對前開折換時日、匯率、利率等均無異議，但貴行並無折換之義務。
 4. Expect for the Bank's gross negligence or willful misconduct, the Undersigned hereby agrees that irrespective of any cause or whether a Clean Bill be bounced before or after the payment amount has been credited to the designated account, or after the Undersigned has withdrawn against the payment, and irrespective of whether the original Clean Bill has been returned to the Bank, in the event of any dishonor, shortfall, non-collection of the Clean Bill or any other dispute, the Undersigned shall, upon notification by the Bank, repay the full principal amount advanced by the Bank and the interest accrued therefrom in foreign exchange or in NTD in its equivalent amount and reimburse the Bank all relevant fees incurred, without any delay. If the Undersigned fails to repay such advance payment, interest and fee within 15 days from the Bank's notification date, the Bank may convert the advance payment, interest accrued and fees incurred in foreign currency into NTD at any time and the Undersigned should have no objection. The Undersigned however acknowledges that the Bank has no obligation to convert the currencies.
- 五、立約人申請貴行買入或託收之外幣票據如遭退票時，除以書面委託並經貴行書面同意者外，貴行無代辦作成拒絕證書及採取其他保全票據權利手續之義務。
 5. Unless otherwise requested by the Undersigned and agreed by the Bank both in writing, in the event of dishonor of any Clean Bill, the Bank shall be under no obligation to make a protest or take any acts, for or on behalf of the Undersigned, to preserve the Undersigned's right to such Clean Bill.
- 六、立約人同意貴行為防止遺失、保全債權或依照銀行慣例，得在票據上或其背面，作任何文字或符號之記載，如票據遭退票時，貴行無回復原狀之義務，得逕將載有該文字或符號之票據，退還立約人。
 6. The Undersigned agrees that, for the purpose of the precaution against being lost, securing the claim or in line with the usual banking practice, the Bank may write down any word or mark on the front or reverse side of the Clean Bills. In the event of dishonor of any Clean Bill, the Bank shall be under no obligation to revert such Clean Bill to its original condition and may return such Clean Bill as it is to the Undersigned.
- 七、立約人申請貴行買入或託收之外幣票據，不論票款收受與否，其應繳納之手續費、郵電費及衍生之其他相關費用，概由立約人負擔。
 7. The commission, cable charge and other fees arising from or in connection with the negotiation or collection of Clean Bills shall be borne by the Undersigned, regardless of whether the proceeds are received or not.
- 八、本約定書內有關因退票或票據遺失、毀損致立約人應償還貴行之等值新臺幣，係以還款當日貴行牌告之賣匯匯率計算之。
 8. The Undersigned agrees that the relevant repayment of the equivalent NTD amount by the Undersigned in connection with dishonor, loss or destruction of the Clean Bills set forth in this Agreement shall be calculated based on the foreign exchange selling rate posted on the Bank's bulletin board on the repayment date.
- 九、本約定書內有關應付利息，應自貴行買入票據之日起至還款日止，按貴行訂定之外幣貸款利率計算並扣除貴行已預收之利息，如依第四條後段折換為新臺幣時，按折換日貴行所訂基準利率加碼年息4%計息。
 9. The relevant interests shall be calculated based on the interest rate of foreign currency loans set by the Bank from the date the Bank negotiates the Clean Bills to the repayment date, after the interest received in advance by the Bank being deducted from. If it is converted to NTD in accordance with the latter section of Article 4, interest will be accrued based on the base interest rate set by the Bank on the conversion date with a markup of 4% per annum.
- 十、依據美國「Check 21」法案(Check Clearing for the 21st Century Act)之規定，立約人申請貴行買入或託收之外幣票據倘因故不能兌現遭退票時，貴行無退回正本票據之義務，得逕將境外退回之替代票據退還立約人。其他國家/地區相關法令有類似規定或作法者亦從其規定，立約人絕無異議。
 10. Pursuant to the Check Clearing for the 21st Century Act ("Check 21 Act") of the United States, in the event a clean bill which has been requested by the Undersigned to conduct negotiation or collection is bounced for any reason, the Undersigned may receive a returned substitute check instead of a bounced clean bill original, if other countries/jurisdictions have similar acts or regulations in place, aforementioned shall be applied and prevail as well without the Undersigned's objection.
- 十一、本約定書未盡事宜，悉依國際商會最新版本之「託收統一規則」(Uniform Rules For Collection)有關條款之規定。
 11. Other matters which are not expressly stipulated by herein should be governed by the relevant provisions as set forth in the latest version of the "Uniform Rules for Collection" by the International Chamber of Commerce (ICC) at the time of negotiation(collection).
- 十二、立約人同意貴行得在辦理本業務之特定目的或法令許可範圍內，蒐集、處理、利用及國際傳遞立約人之個人資料。除取得立約人本人同意或法令另有規定外，貴行利用立約人個人資料之期間、地區、對象及方式，將限於達成上開特定目的之必要範圍內為之。除法令另有規定或貴行執行職務、業務所必須者外，立約人得隨時向貴行請求查詢或閱覽、製給複製本、補充或更正、刪除、停止蒐集、處理、利用及國際傳輸立約人之個人資料。
 12. The Undersigned agrees that within the scope of the specific purpose of this business and to the extent permitted by laws and regulations, the Bank may collect, process, use and internationally transmit the Undersigned's personal data. Except for obtaining the Undersigned's prior consent or otherwise prescribed by laws and regulations, the periods, territory, recipients and methods of use of personal data shall be limited only to achieving the aforesaid designated purposes. Except for the exceptions provided by laws and regulations, or such processing or use is required for the performance of the duty or business by the Bank, you may make requests to the Bank at any time for checking or reviewing, making copies, data supplement and correction, to delete or cease collecting, processing, using and internationally transmitting the Undersigned's personal data.
- 十三、立約人同意如經貴行及其他銀行以發票人或付款行或付款人為受任何國家或國際組織之經濟或貿易制裁之個人、法人或團體，或我國政府或外國政府或國際組織認定或追查之恐怖分子或團體或其所屬國被列為禁匯國家等事由，將款項或票據予以扣押者，相關風險應由立約人自行承擔。立約人如已收受款項，並願依上開第四條約定返還款項予貴行。
 13. The Undersigned agrees to assume the risk of the funds or Clean Bills being frozen if the Drawer /Paying Bank /Drawee are found to be an individual, a legal entity or an organization subject to economic or trade sanctions imposed by any country or international organization, or a terrorist individual or organization identified or pursued by the government of the Republic of China or by any foreign government or international organization, the relevant risks shall be borne by the Undersigned at their own expense. The Undersigned shall return the payment if the check or funds are to be frozen according to the provision of Article 4.
- 十四、本約定書以貴行所在地為履行地。立約人不履行本約定書致涉訟時，同意以貴行總行所在地之法院為第一審管轄法院，但不得排除消費者保護法第四十七條或民事訴訟法第四百三十六條之九小額訴訟管轄法院之適用。
 14. The place of performance of this Agreement shall be the place where the Bank is located. The parties hereto agree that if any litigation arises out of non-performance of this Agreement by the Undersigned, the district court of where the Bank's headquarters locates will be the court of first instance. However, the application of Article 47 of the Consumer Protection Act or Article 436-9 of the Taiwan Code of Civil Procedure on Small-Claim court shall not be excluded.
- 十五、本約定書以中、英文作成。若中文及英文版本有不一致時，以中文版本為準。
 15. This Agreement is executed in both Chinese and English versions. In the event of any discrepancy or inconsistency between these two versions, the Chinese version shall prevail.