

買入光票

或

申請暨約定書

Date

本行編號：_____

光票託收

Our Ref. No.

國籍：_____

Negotiation (Collection) of Clean Bills Application/ Agreement

Nationality

致 兆豐國際商業銀行

To: Mega International Commercial Bank

I/We 申請人(立約定書人)姓名 _____ 身份證號碼 _____
Applicant's(The Undersigned) Name I.D. No./ Passport No.

茲依照下面約定，檢附下列光票，請惠予買入/託收：

am/are enclosing herewith for Negotiation / Collection my / our clean bills detail as follows and agree to the overleaf conditions :

匯票 / 支票號碼 Draft / Check No.	出票人 Drawer / Maker	付款人 Drawee	金額 Amount
		Total	
支付方式： Means of Payment <input type="checkbox"/> 新台幣現金 In NT\$ Cash <input type="checkbox"/> 新台幣支票 By NT\$ Check <input type="checkbox"/> 存入帳號 Credit to A/C#： _____		連帶保證人姓名 Guarantor Name 外匯性質： Nature of Remittance	連保人身份證號 Guarantor I.D. No. 連帶保證人簽章： Guarantor's Signature
		連保人住址及電話 Guarantor Address & Tel. No.	

※立約人業於合理期間內審閱本申請暨約定書全部條約內容

立約定書人(以下簡稱立約人)向 貴行申請買入(託收)光票，並願遵守下列各條約：

- 一、貴行對本約定書項下買入之光票係 貴行對立約人之融資墊款，立約人同意將該等光票供作立約人對 貴行所負融資墊款債務之擔保，並委請 貴行於向國外收妥款項後逕自償付立約人對 貴行所負之融資墊款債務。
- 二、立約人聲明所提供之買入(託收)光票，絕無偽造、變造或其他瑕疵。倘因此致 貴行蒙受損失或因此發生之費用，立約人願負全部責任。
- 三、除立約人另有指示外， 貴行得自由指定 貴行之任何往來銀行或其他銀行為買入(託收)光票之代收行，立約人絕無異議。
- 四、立約人申請 貴行買入(託收)之光票在遞送國外託收過程中，如非因 貴行之過失而遺失或毀損或延遲或國外託收行倒閉者，立約人願自負其責。立約人並願立即提供相同金額之光票交付 貴行託收或償還 貴行買入之融資墊款。
- 五、立約人所提供光票，倘發生退票或任何糾紛者，不問任何理由，一經 貴行通知，立約人願立即償還 貴行之墊款及因此而產生之費用。並償付應付利息，其利息按當時 貴行外幣短期放款利率計算。
- 六、貴行買入(託收)之光票退票時，除以書面委託並經 貴行同意外， 貴行無代為作成拒絕證書或保全光票權利之義務。
- 七、貴行買入(託收)之光票，立約人所應支付之利息、手續費及郵電費，由雙方議訂之。如有其他費用悉由立約人負擔之。
- 八、立約人同意 貴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通匯行(解款行、轉匯行、付款行)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。
- 九、立約人如有以下情形之一者，立約人同意銀行毋須通知，得逕為下列之處理，以遵循防制洗錢及打擊資助恐怖主義等相關法令規範：
 - (一)在不違反相關法令情形下，銀行如果得知或必須假定客戶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)立約人受經濟制裁、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關戶或依資恐防制法採取其他措施。
 - (三)立約人不配合銀行審視、拒絕提供實質受益人或對客戶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，銀行得暫時停止交易，或暫時停止或終止業務關係。
- 十、依據美國票據法 Check 21 之規定，立約人委託 貴行買入(託收)之光票倘因故不能兌現遭退票時， 貴行無退回正本光票之義務，得逕將國外退回之光票影像或替代光票退還立約人。其他國家票據相關法令有類似規定或作法者亦依其規定辦理，立約人絕無異議。
- 十一、本約定書如有未盡事宜，悉依照國際商會最近所訂之「託收統一規則」有關規定辦理。
- 十二、連帶保證人茲聲明對於立約人因本約所負之債務，連帶保證人願負連帶清償責任。
- 十三、本約定書以中文、英文二種語文作成，如中、英文版本間有任何出入，應以中文為準。
- 十四、因本約定書所生爭議如有涉訟，立約人同意以台灣_____ 地方法院或台灣台北地方法院為管轄法院。

此致

To

兆豐國際商業銀行
Mega International Commercial Bank

*立約定書人確認本申請暨約定書所填列之資料正確無誤，並同意約定書之各條款，且已收妥正本無誤。

申請人/立約定書人(簽名或蓋章)：_____

身分證字號/統一編號：_____

地址：_____

電話：_____

中華民國_____年_____月_____日
Dated this ___ day of _____.

*立約定書人茲聲明已詳閱並充分明瞭本申請暨約定書背面「履行個人資料保護法第八條第一項告知義務內容」。

The Undersigned hereby declares that has carefully read and fully understood the notification obligations of the Bank under Paragraph 1 of Article 8 of the "Personal information Protection Act" printed on the reverse page.

有關人員核簽：(本欄由本行填寫)

- 本筆係本行售出旅行支票買回
 以託收方式辦理
 擬以買入方式辦理，該戶含本筆累計未銷帳買入光票共_____

經辦：_____ 覆核：_____ 經副襄理：_____

「Negotiation (Collection) of Clean Bills Agreement」

The Undersigned (hereinafter the "Customer") agrees to apply to Mega International Commercial Bank (hereinafter the "Bank") for negotiation (collection) of clean bills and agrees to be bound by the following terms and conditions:

1. The clean bills negotiated by the Bank from Customer pursuant to the terms of this Agreement constitute an advance extended by the Bank to the Customer. The Customer agrees to provide the bills as security for the advanced payment extended by the Bank to Customer and entrusts the Bank to repay the advanced payment indebtedness owed by the Customer to the Bank against payments collected and received by the Bank.
2. The Customer hereby represents and warrants that all the clean bills in foreign currencies presented hereunder for negotiation (collection) are neither forged, altered, nor have any other defect. The Customer shall be fully liable for any and all losses, damages, costs or expenses incurred by the Bank as a result of the aforesaid defect.
3. Unless otherwise instructed by the Customer in writing, the Bank may at its own discretion designate correspondent bank(s) to act on its behalf for negotiation (collection) of the clean bills which the Customer has requested the Bank to negotiation (collection). The Customer shall have no objection whatsoever.
4. The Customer hereby agrees that the Bank shall have no responsibility for any and all losses or delay arising from the willful misconduct or negligence or bankruptcy of any corresponding bank in the process of collection, and the Customer shall assume any and all risks and liabilities arising thereof. The Customer also agrees to provide and deliver to the Bank immediately clean bills of equivalent value for Bank's collection or repayment of the advanced payment by the Bank.
5. Should the clean bills provided by the Customer dishonored or raise any kind of disputes thereby, irrespective of any cause, the Customer shall, upon notice from the Bank, immediately repay in full amount(s) advanced by the Bank and the fees occurred thereof, as well as interest accrued in accordance with the Bank's interest rate for short-term foreign currency loan prevailing at the time the advanced payment was extended.
6. Unless otherwise agreed by the Bank in writing, in the event of non-payment of any clean bills which has been requested by the Customer to negotiation (collection), the Bank shall be under no obligation, for or on behalf the Customer, to make a protest or attend to any other procedure required by law to preserve the Customer's right to such clean bills.
7. Any necessary handling fees, postage, telecommunication fees, interest and any other fees in relation to such clean bills shall be borne by the Customer.
8. The Customer agrees that the Bank may collect, process, utilize and transmit internationally the personal information of the Customer and trade information of remittance, within the business scope authorized by the competent authority in Taiwan and in accordance with the laws and ordinances concerned in Taiwan and the countries where the transaction banks (banks to release payment, transfer the and remit exchange) are located for the purpose of anti-crime and anti-terrorist.
9. Under the following situations, the Customer agrees the Bank shall be entitled to perform the actions hereinafter for the purpose of complying the laws and ordinances concerning anti-money laundering and counter-terrorist financing, without notifying the Customer.
 - (1) Under the circumstances that does not violate the laws and ordinances concerned, the Bank are entitled to refuse or terminate business relationships with the Customer if the Bank is informed of or assume the funds of the Customer gained from corruption or abuse of public
 - (2) The Bank are entitled to refuse business relationships or close the Depositor's account or take the actions in accordance with "Counter Terrorism Financing Act" if the Customer is under economy sanction or characterized as a terrorist or group identified by foreign government, international organizations concerning anti-money laundering, or Ministry of Justice through Directions Governing Anti-Money Laundering and Countering Terrorism Financing
 - (3) The Bank are entitled to temporarily cease or terminate transaction or business relationships if the Customer does not cooperate with the Bank in a review, declines to produce the information regarding ultimate beneficiary owner or whoever assumes control of the subject account, or is unwilling to explain either the nature and the purpose of transaction or the source of funds.
10. According to the Check Clearing for the 21st Century Act as stipulated by the U.S., the Applicant acknowledges and agrees that, in the event a clean bill is returned which has been requested by the Customer to negotiation (collection) for any reason, the Applicant may receive a returned clean bill image or a returned substitute clean bill, instead of a returned paper clean bill. If other countries have similar acts or regulations in place, aforesaid shall be applied as well.
11. Any matters not stipulated under this Agreement shall be governed by the relevant provisions as set forth in the most updated "ICC Uniform Rules for Collections" by the International Chamber of Commerce (ICC) at the time of negotiation (collection).
12. The joint and several guarantor hereby represents and warrants to undertake for the indebtedness and liabilities owed by the Customer to the Bank arising out of this Agreement jointly and severally.
13. This Agreement is made in both English and Chinese languages. Should there be any discrepancy between these two versions, the Chinese version shall prevail.
14. In case of any kind of disputes arising out of this Agreement, the Customer agrees to submit the dispute to the jurisdiction of Taiwan, District Court or Taiwan Taipei District Court as the court of first instance.

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,謹向立約定書人告知下列事項,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行「買入光票/光票託收申請暨約定書」所載明項目等資料內容,並以本行與立約定書人往來之相關業務、帳戶或服務及自立約定書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事務之委外機構、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輸個人資料之接收者】、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,立約定書人就本行保有立約定書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,惟依法立約定書人應為適當之釋明。
 - (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,得不依立約定書人請求為之。
- 五、立約定書人得自由選擇是否提供相關個人資料,惟立約定書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,致無法提供立約定書人相關服務。

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.