

**光票託收申請暨約定書**  
Application and Agreement for Collection of Clean Bills

- 一、申請人姓名 Applicant : \_\_\_\_\_
- 二、身分證字號/統一編號 ID No. : \_\_\_\_\_
- 三、電話 Telephone Number : \_\_\_\_\_
- 四、地址 Address : \_\_\_\_\_

申請人茲依照背面所列約定，檢附下列之外幣票據，委由貴行辦理託收：

I hereby enclose herewith the clean bills as follows requesting Bank of Taiwan(hereinafter referred to as the "Bank")for collection and agree to the overleaf terms and conditions :

票據號碼 Check No.		發票日 Issue Date							
票據幣別/金額 Currency/Amount									
發票人 Drawer									
付款銀行 Paying Bank									
外匯收入或交易性質 Nature of Remittance									
款項收妥之支付方式 Payment Instruction	存入帳號Credit the A/C : <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/>								
	(限申請人開立於臺灣銀行之帳戶 which shall be an account opened with the Bank) 註：如指定入帳帳戶為新臺幣帳戶時，本行將依結售當時之牌告即期買入匯率兌換為新臺幣後存入 Note : If the designated credit account is a New Taiwan Dollar account, the Bank shall, on behalf of the Applicant, convert the received payment amount into New Taiwan Dollar at the prevailing spot buying rate and credit into the designated account.								
申請人(兼立約定書人)業於合理期間內審閱且充分瞭解本申請暨約定書背面之內容，並同意約定書之各條款 The Applicant (i.e. the Undersigned) hereby declares that the content has been carefully read and fully understood within reasonable period and agrees to be bound by this Agreement for Collection of Clean Bills as provided on the back.									
申請人(兼立約定書人)簽章 : _____ Applicant's Signature/Seal : (請親簽或蓋原留印鑑)		中華民國      年      月      日 Date :							
交易序號	櫃台機編號	櫃員編號	主管卡號	更正記號	交易日期	票據種類	票據張數	原幣幣別	列帳幣別
交易參考編號		票據金額		身分證字號/統一編號			收妥金額		

已收手續費 NT \$	經辦	核驗	會計	主管
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(核對本人親簽或驗印)

## 壹、光票託收約定書

申請人(兼立約定書人)向臺灣銀行股份有限公司(以下簡稱貴行)申辦外幣票據(光票)託收事宜,同意遵守下列各條款:

- 一、申請人聲明提供貴行託收之外幣票據,絕無偽造、變造或其他瑕疵,倘事後經證實有上述情事,致使貴行受有損害或因此衍生之費用,申請人願負全部賠償責任。
- 二、申請人委託貴行代收之外幣票據,經貴行交付寄送後,如非因可歸責於貴行之事由致遺失或毀損或延遲者,概與貴行無涉,申請人願自負其責。
- 三、貴行因託收外幣票據所衍生之手續費、郵電費及其他各項費用,悉由申請人負擔,倘該外幣票據因故不能兌現遭退票時,亦同。
- 四、申請人同意貴行得自由指定貴行之通匯銀行或其他銀行為外幣票據託收之代收銀行。對代收銀行之故意、過失或因可歸責代收銀行之事由致生損失或延誤,概與貴行無涉,申請人願自負其責。
- 五、申請人瞭解並同意外幣票據款項之收取應依票據付款地之相關法令規定辦理。倘因付款地外匯管制及其他原因致外幣票據款項無法收回、延遲或發生金額不足等情事,概與貴行無涉,申請人願自負其責。
- 六、申請人同意貴行為防止票據遺失或依照銀行作業之慣例,得在票據上或其背面作任何文字或符號記載。此項記載遇票據退票時,貴行無負回復原狀之義務,得逕將票據依當時之狀況交還申請人。
- 七、申請人委託貴行代收之外幣票據如遭退票時,除經貴行另行同意外,貴行並無代為作成拒絕證書或採取其他保全票據權利之義務。
- 八、申請人委託貴行代收之外幣票據因故不能兌現遭退票時,倘依付款地法(例如美國票據法 The Check Clearing for the 21st Century Act, Check 21 Act),貴行無法取回該票據正本,而僅能取得該票據影像或替代支票(substitute check)者,申請人同意貴行得以交付該票據影像或替代支票,以代該票據正本之返還。
- 九、申請人同意相關收費項目悉依貴行外匯業務收費標準一覽表辦理。
- 十、申請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、代收銀行及付款銀行所在國於防制犯罪及反恐法令之特定目的下,得辦理申請人個人資料及光票託收交易資訊之蒐集、處理、利用或國際傳輸。
- 十一、申請人同意貴行為防制洗錢及打擊資恐之目的,倘申請人有下列情形之一者,貴行得依法停止本筆交易之執行或逕行終止業務關係,貴行就申請人因此所生之一切延遲或損害概不負責,申請人絕無異議:
  - (一)申請人(或其實質受益人、高階管理人員)或交易有關對象(包括但不限於:外幣票據顯示之付款銀行、發票人等)為資恐防制法指定制裁名單,或外國政府或國際組織認定或追查之恐怖分子或團體時。
  - (二)貴行發現前款所列對象之居住地、國籍、營運地或註冊地為貴行所定義之洗錢超高風險國家或地區時。
  - (三)申請人不配合即時提供資料供貴行確認前兩款情事,或對交易之性質與目的或資金來源去路不願配合說明時。
- 十二、本約定書如有未盡事宜,悉依國際商會最新版本之「託收統一規則」有關規定辦理。
- 十三、因本約定書所生之爭議如有涉訟,申請人同意以臺灣臺北地方法院為第一審管轄法院。但法律有專屬管轄或排除合意管轄之特別規定者,從其規定。

※本約定書之英文譯本僅供參考,如與中文版本歧異,以中文版本為準。

## 【Agreement for Collection of Clean Bills】

The Applicant (i.e. the Undersigned) applies to Bank of Taiwan (hereinafter referred to as the "Bank") for collection of clean bills and hereby agrees the terms and conditions as follows:

1. The Applicant hereby represents and warrants that all the clean bills in foreign currencies presented hereunder for collection are neither forged, altered, nor contain any other defect. If it is subsequently found otherwise, the Applicant shall be fully liable for any and all losses, damages, costs or expenses incurred by the Bank.
2. The Applicant agrees that the Bank shall bear no responsibility for any losses, damages or delay in the process of collection. The Applicant shall assume all risks and liabilities arising thereof.
3. **Handling fees, postage and cable fees, or any necessary fees arising from the collection of the clean bill shall be borne by the Applicant. In the event that the clean bill is dishonored, aforementioned shall be applied as well.**
4. The Applicant agrees that the Bank may at its own discretion designate a correspondent bank to act on its behalf for collection of the clean bills. The Applicant agrees that the Bank shall bear no responsibility for any loss or delay arising from the willful misconduct or negligence of the correspondent bank and the causes attributable to the correspondent bank in the process of collection.
5. The Applicant understands and agrees that the collection of clean bills shall comply with the applicable laws of the place of payment. Due to foreign exchange control or other reasons arising from the place of payment, the Bank shall bear no responsibility for the consequences, such as non-payment, delay, or insufficient amount of the clean bills. The Applicant shall assume all risks and liabilities arising thereof.
6. The Applicant agrees that, for the purpose of the precaution against being lost and/or based on general banking practice, the Bank may place any word or mark on the front or reverse side of the clean bills. In the event that any of such clean bills is dishonored, 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 Applicant.
7. Unless otherwise agreed by the Bank, in the event of non-payment of any clean bill which has been requested by the Applicant for collection, the Bank shall be under no obligation, for or on behalf of the Applicant, to make a protest or attend to any other procedure required by law to preserve the Applicant's right to such clean bills.
8. In the event a clean bill which has been requested by the Applicant for collection is dishonored for any reason, return of the original clean bill is unavailable due to the acts or regulations in the place of payment (such as The Check Clearing for the 21st Century Act, Check 21 Act), the Applicant acknowledges and agrees that the Bank may return an image of the clean bill or a substitute check, instead of the original clean bill.
9. The Applicant agrees that related details of charges are according to the Bank's fee schedule.
10. The Applicant agrees that the Bank may collect, process, utilize or transmit internationally his/her personal data and collection of clean bills information 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 other countries in which the correspondent bank and paying bank reside in.
11. The Bank may suspend / terminate all transactions or business relationship for the purpose of compliance with AML/CFT, and shall not be liable for the delay or damage of transaction due to any of the following circumstances:
  1. The Applicant (the senior management officers, beneficial owners of the Applicant), or related parties (including but not limited to the paying bank and drawer) sanctioned under the Terrorism Financing Prevention Act, terrorists or terrorists groups identified or investigated by a foreign government or an international anti-money laundering organization.
  2. The Bank detected that the place of residence, nationality, place of operation, or place of registration of the objects above-mentioned in the preceding paragraph is a high-risk money-laundering country or region defined by the Bank.
  3. The Applicant fails to provide the information of the two preceding paragraphs immediately for the Bank to confirm, or provide reasonable explanations about nature and purpose of the transaction, or fund source and uses.
12. Any other matters not stipulated under this Agreement shall be handled in accordance with the latest version of "ICC Uniform Rules for Collections" at the time of collection.
13. In case of any disputes arising from this Agreement, the Applicant agrees to submit to the jurisdiction of Taiwan Taipei District Court as the court of first instance. However, if the law has special provisions for exclusive jurisdiction or exclusion of consensual jurisdiction, such provisions shall prevail.

※The English translation which appears in this Agreement is for reference only. In case of any discrepancy, the Chinese version shall prevail.

**光票託收申請暨約定書**  
Application and Agreement for Collection of Clean Bills

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- 四、地址 Address : \_\_\_\_\_

申請人茲依照背面所列約定，檢附下列之外幣票據，委由貴行辦理託收：

I hereby enclose herewith the clean bills as follows requesting Bank of Taiwan(hereinafter referred to as the "Bank")for collection and agree to the overleaf terms and conditions :

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付款銀行 Paying Bank									
外匯收入或交易性質 Nature of Remittance									
款項收妥之支付方式 Payment Instruction	存入帳號Credit the A/C : <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/>								
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申請人(兼立約定書人)簽章 : _____ Applicant's Signature/Seal : (請親簽或蓋原留印鑑)		中華民國      年      月      日 Date :							
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交易參考編號		票據金額		身分證字號/統一編號			收妥金額		

已收手續費  
NT \$

第二聯：客戶留存聯

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