



Application for Collection of Negotiable Instruments



外幣票據委託代收申請書

交易形式: ☐ 正本 ☐ 傳真指示扣款

花旗銀行企業金融處 CitiService

客戶服務專線: 02-2576-6966

傳真專線 FAX: (02)2578-7311

填妥後請送至: 台北市南京東路四段 16 號 14 樓
並註明 Attn:CMSD

To: Citibank Taiwan Limited or Citibank Taiwan Limited Offshore Banking Branch ("Citibank" or the "Bank")

致: 花旗(台灣)商業銀行或花旗(台灣)商業銀行國際金融業務分行 (「花旗銀行」或「貴行」)

- ☐ Accelerated Check Collection 支票快捷託收: For the USD/HKD checks that meet certain requirements, please advance payment on the 16/11th day of deposit after the Bank's review and approval. 就符合特定條件之美金/港幣支票, 委請貴行在審核確認後, 於存票後第十六/十一日墊付票款。
- ☐ Clean Bill Purchase 光票買入: Please make conditional payment, within the credit line granted by the Bank, on the deposit date after deducting applicable interests as agreed. 委請 貴行於扣除約定利息後, 在貴行核准之信用額度內, 於存票當日(有條件)支付票款。
- ☐ Check Collection 一般託收: Please credit the Credit A/C designated below after deducting the fees payable from the payment made by the paying bank against the bills. 委請 貴行俟付款銀行兌付票款, 於扣除應納費用後入帳至下面指定之入款帳號。

1

Applicant Name 立約人名稱

Applicant ID/Tax # 身分證/統一編號
(OBU no need to complete 境外公司免填)

2

Application Date 申請日期
(MM/DD/YYYY 月/日/西元年)

3

茲依照背面所列條件, 檢附光票及其詳細內容如下, 請惠予託收為荷:

Are enclosing herewith for collection our clean bills details as follows and agree to the conditions behind:

Draft/Check No. 匯票/支票號碼	Currency & Amount 幣別與金額	Paying Bank 付款銀行	Country & City 國家及城市	Payer 付款人	Issue Date 開票日期 (Must fill in 請務必填寫)
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☐ 立約人同意於貴行審核認定條件不符或信用額度額滿時, 請貴行自動將所附之光票改以適當票據託收作業(支票快捷託收或一般託收) 處理之。

4

Credit A/C# 入款帳號

A/C Name 入款帳號名稱

Service Charge 手續費

Charge A/C# 手續郵電費扣款帳號

☐ Service Charge deduct from Draft (內扣) (CBP Used Only)

Maturity Date 入帳日期

5

央行申報專用

Central Bank Regulatory Report

請務必填寫

外匯收入或交易性質 Purpose

- ☐ 收款人已自行辦理出口通關的貨款 70A
- ☐ 非由收款人自行辦理出口通關的貨款 70B
- ☐ 委外加工貿易 收入 710 ☐ 商仲貿易收入 711
- ☐ 依國外客戶指示在國內交貨的貨款 720
- ☐ 非由收款人自行辦理出口通關的貨款(無證明文件) 801
- ☐ 依國外客戶指示在國內交貨的貨款(無證明文件) 802
- ☐ 其他匯入款項 (請具體詳填性質): _____

FOR BANK USE ONLY

☐ SDN

Maker By:

Checker By:

☐ Others:

OLECA Ref. _____

Applicant's Authorized Signature(s) 立約人(同帳戶持有人)簽章

Contact Person 聯絡人

Tel 聯絡電話

Address 地址

申請人茲此簽署本申請書, 並確認申請人已審閱並同意本申請書相關之條款。申請人同意花旗銀行依其告知事項所載之特定目的、對象、方式、存續期間等內容, 蒐集、處理、利用及國際傳輸(含過去已蒐集、處理、利用及國際傳輸)申請人及其負責人、董事、監察人、股東、受益人、交易相對人、經理人、相關員工、授權人員(下稱「客戶人員」)之資料, 申請人聲明均已向前開客戶人員(含嗣後異動者)告知花旗銀行告知事項之內容(包括依開資法第三條規定可行使之各項權利), 使客戶人員充分知悉並同意告知事項之所有內容。花旗(台灣)商業銀行股份有限公司蒐集、處理及利用個人資料告知事項, 詳細內容請見網站 https://www.citibank.com.tw/global_docs/citi/citibusiness/citibusiness_infoprotect.pdf

Maker

Checker

V20170831

約定條款

- 一、立約人保證其所委託代收之外幣票據，並無偽造、變造或其他瑕疵，如因上述瑕疵，致貴行蒙受任何損失時，立約人願全部負責。
- 二、立約人瞭解貴行於受立約人委託代收外幣票據時，有權（但無義務）於收迄票款前先對立約人墊款一部或全部，故立約人同意倘貴行於先行墊付該票款後發現有退票或其他糾葛等情事，至該票據未獲兌現付款時，不問其原因為何，貴行得隨時沖回已入立約人帳戶之墊款，不須經立約人之同意。如仍有不足，一經貴行通知，立約人應立即如數返還貴行代墊之款項，絕無異議。貴行並得逕自收迄之票款中扣除，無須另行通知。
- 三、立約人委託代收之票據未獲付款時，除貴行另行同意外，貴行並無代辦作成拒絕證書或採取其他法定保全票據權利之任何手續之義務。
- 四、立約人委託貴行代收之外幣票據，貴行為防止遺失或依照銀行作業習慣，貴行得於該票據上或其背面，作任何文字或符號之記載，如遇票據退票時，貴行並無就此項記載回復原狀之義務，得將該票據依當時之狀況交還立約人。
- 五、立約人委託貴行代收之外幣票據所應繳納之手續費、郵電費及其他各項費用，概由立約人負擔，立約人如未預付時，貴行有權逕自收迄之票款中扣除，不須另行通知。如仍有不足，立約人應全數清償之。如貴行、貴行之分行或代收聯行因代收票據受有任何損害或損失或支出任何費用，立約人並願全數賠償或補償之。
- 六、立約人與貴行簽訂之[總約定書]視為本約定書之一部分。本約定書未規定之其他事項應依據經國際商會隨時修訂當時有效之「商業票據託收統一規則」之規定辦理，立約人並願遵守貴行及銀行主管機關現在或將來所頒定之一切託收作業規章。
- 七、立約人委託貴行代收之外幣票據經貴行遞送後有遺失或遲延之情事者，概與貴行、貴行之分行及代收聯行無關，立約人願自負其責。
- 八、貴行對立約人所委託代收之票據，得自行選擇貴行之分行或其他聯行代收。但貴行對任何因代收銀行之故意、過失而在託收過程中所發生之一切損失、延誤等，並不需負任何責任。票據託收應依貴行、貴行分行及代收聯行之規定及所在國之法令規章辦理。
- 九、立約人同意因本約所生之紛爭由台北地方法院為第一審非專屬管轄法院。

Terms and Conditions

In connection with the Applicant's request to the Bank for collection of negotiable instruments in foreign currencies, the Applicant hereby agrees as follows:

1. The Applicant hereby represents and warrants that all the negotiable instruments in foreign currencies presented hereunder for collection are not forged, altered nor have any other defect. The Applicant shall be fully responsible for any and all loss or damage incurred by the Bank as a result of the aforesaid defect.
2. The Applicant understands that, with respect to each request by the Applicant for collection of a negotiable instrument, the Bank is entitled (but not obligated) to advance payment, in full or in part, to the Applicant prior to its actual receipt of the full amount evidenced thereon. The Applicant hereby agrees that, after the Bank's advance thereof, if the subject negotiable instrument is not cashed due to being dishonored or otherwise, the Bank may, without the Applicant's consent, reverse the advance that has been credited to the Applicant's account; in the event of insufficient balance in the account, the Applicant shall, regardless of the causes thereof, upon notice from the Bank, immediately repay in full amount(s) advanced by the Bank and shall not raise any objection thereto. The Bank may also deduct the advance from the collected amount without separate notice.
3. Unless otherwise agreed by the Bank, in the event of non-payment of any negotiable instrument which has been requested by the Applicant to collect, 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 the law to preserve the Applicant's rights to such negotiable instrument.
4. 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 negotiable instruments to be collected. In the event that any of such negotiable instruments is dishonored, the Bank shall be under no obligation to revert such negotiable instrument to its original condition and may return such negotiable instrument as is to the Applicant.
5. Any necessary handling fees, postage, telecommunication fees and other fee in relation to such negotiable instruments shall be borne by the Applicant. If the Applicant fails to advance such payment, the Bank shall in its sole discretion, deduct same from the amount of the negotiable instrument received by the Bank without separate notice. The Applicant undertakes to fully indemnify the Bank and the Bank's branches and correspondent banks for any and all liabilities, losses, costs and expenses arising in connection with the collection of negotiable instruments.
6. The General Agreement for Banking Transactions signed by the Applicant shall be incorporated herein by reference and made a part hereof. Other matters which are not expressly provided for herein shall be handled in accordance with the ICC Uniform Rules for Collections, as amended by the International Chamber of Commerce from time to time. The Applicant hereby agrees to observe any and all such regulations related to collection to negotiable instruments, as may be from time to time amended and/or promulgated by the Bank and/or the competent banking authorities.
7. The Applicant hereby agrees that the Bank, the Bank's branches and correspondent banks shall not be liable for any loss or delay of such negotiable instrument after the Bank has forwarded same for collection, and the Applicant shall assume any and all risks and liabilities arising therefrom.
8. The Bank may in its discretion select its branch office or other correspondent bank(s) to act on its behalf for collection of the negotiable instrument which the Applicant has requested the Bank to collect; provided, that the Bank shall have no responsibility for any and all loss or delay arising from the willful misconduct of any collecting bank in the process of such collection. Collection of negotiable instruments is further subject to the conditions and terms of the Bank's branches and correspondent banks as well as the laws, regulations and rulings in the relevant jurisdictions.
9. The Applicant hereby irrevocably submits to the non-exclusive jurisdiction of the Taipei District Court in any action or proceeding arising out of or relating to the term and conditions hereof.