

# 申請代收外幣票據約定書

## Application Agreement for Collection of Foreign Currency bills

立約定書人\_\_\_\_\_（以下簡稱立約人），茲為申請代收外幣票據，邀同連帶保證人（以下簡稱保證人）與臺灣中小企業銀行股份有限公司（即臺灣中小企業銀行，包括總行及所屬各分支機構，以下簡稱貴行）訂立本契約，立約人及保證人並願遵守下列各條款：  
The undersigned party (hereinafter referred to as "the Undersigned"), in applying for the collection of foreign currency bills, hereby enters into this agreement with Taiwan Business Bank, including the head office and its branches, (hereinafter referred to as "your bank"), together with the joint guarantor (hereinafter referred to as "the Guarantor"), and both the Undersigned and the Guarantor agree to abide by the following terms:

- 一、立約人申請貴行代收之外幣票據絕無偽造、變造或其他瑕疵等情事，倘事後經證實其有上述情事，致使貴行蒙受損失時，立約人願負全部賠償責任。

The Undersigned guarantees that there is no forgery, alteration, or other defects in the foreign currency bills collected by your bank. In case it is later proven that such issues exist, leading to losses for your bank, the Undersigned is willing to bear full compensation responsibility.

- 二、立約人申請貴行代收之外幣票據，經貴行交付遞送後，倘因非可歸責於銀行（包括國外代理銀行）之事由而遺失或毀損或遲延所引起之後果，概與貴行無關，立約人願自負其責；倘票據遺失係可歸責於貴行者，貴行可憑外幣票據影本向國外銀行重行提示，惟若國外付款銀行拒絕以票據影本付款時，立約人同意自行另洽發票人重新簽發票據，以利完成託收作業。

After your bank delivers the foreign currency bills collected in pursuant to the application of the Undersigned, any loss, damage, or delay not attributable to the bank (including foreign correspondent banks) shall not be the responsibility of your bank, and the Undersigned is willing to assume the responsibility. If the loss of the bill is attributed to your bank, your bank will reissue a notification to the foreign bank with copies of the foreign currency bill. However, if the foreign paying bank refuses to pay based on the bill copies, the Undersigned agrees to contact the drawer for the reissuance of the bill to facilitate the completion of the collection process.

- 三、立約人申請貴行代收之外幣票據，於領取票款以後，倘發生退票或糾葛者，不論其理由如何，縱其退票係發生在票款收妥進帳之後，抑或發生在立約人提領票款之後，經貴行通知，願立即返還票款並補繳各項費用，或授權貴行逕自立約人開立於貴行之帳戶中扣回票款及扣繳相關費用，如有遲延，除願按還款日貴行牌告外幣放款利率繳付遲延利息外，並按票款金額自應還款日起，逾期六個月（含）以內部份照上述利率百分之十，逾期超過六個月部份照上述利率百分之二十加付違約金。

After the Undersigned applies for the collection of foreign currency bills by your bank and receives the proceeds, in the event of dishonor of bills or disputes, regardless of the reasons, even if dishonor of bills occurs after the funds are credited, or after the Undersigned withdraws the funds, upon notification by your bank, the Undersigned agrees to immediately return the funds and cover all expenses or authorize your bank to directly deduct the funds and relevant fees from the account held by the Undersigned at your bank. In case of any delay, in addition to paying the overdue interest at your bank's announced foreign loan interest rate on the repayment date, an additional penalty of 10% of such interest rate for delays within 6 months (inclusive) of the due date and 20% of such interest rate for delays exceeding 6 months will be charged.

- 四、立約人申請貴行代收之外幣票據，因故不能兌現而遭退票時，除以書面委託並經貴行同意者外，貴行無代為作成拒絕證書及採取其他法定保全票據權利之任何手續之義務。

If, due to unforeseen circumstances, the foreign currency bills collected by your bank cannot be cashed and are dishonored, your bank has no obligation to issue a refusal certificate or undertake any procedures to preserve the legal rights of the bills, except when a written authorization is provided and approved by your bank.

- 五、貴行得自由選定任何通匯銀行為代收銀行，立約人縱已指定代收銀行，貴行亦得自由變更之。

Your bank can select, at your own discretion, any correspondent bank as the collecting bank, and even if the Undersigned has designated a collecting bank, your bank has the right to change it.

- 六、立約人申請貴行代收之外幣票據，貴行為防止遺失、保全債權或為依循銀行慣例，得在票據或其背面上，為任何文字或符號之記載，此項記載於票據退票時，貴行亦無回復原狀之義務，得將載有該文字或符號之狀態退還立約人。

When the Undersigned applies for the collection of foreign currency bills by your bank, to prevent loss, preserve rights, or comply with banking practices, your bank may make any notation or symbols on the face or back of the bills. In the event of dishonor of bills, your bank is not obligated to restore the original condition and may return the bills with such notations or symbols to the Undersigned.

- 七、立約人申請貴行代收之外幣票據，其應繳納之手續費、郵電費及查詢費等有關之費用概由立約人負擔，貴行以電信詢問票據代收之有關事項所生之費用亦同。

The Undersigned is responsible for all relevant fees, including handling fees, postages and inquiry fees incurred in the collection of foreign currency bills by your bank. The costs arising from telegraphic inquiries about the collection of bills are also borne by the Undersigned.

- 八、立約人願意遵守現行國際商會所訂「託收統一規則」(Uniform Rules for Collection-ICC Publication) 各條款及主管機關有關之規定。

The Undersigned agrees to comply with the current International Chamber of Commerce's "Uniform Rules for Collection-ICC Publication" and relevant regulations of the competent authority.

- 九、貴行代收之外幣票據，經提示如遭退票，依付款銀行當地法令不退還原本票據而改以替代票據返還或其他作法時，立約人均願接受，絕無異議。

If the foreign currency bills collected by your bank are dishonored after presentation, and according to local laws of paying bank, the original bills are not returned and are replaced by substitute bills or other measures will be taken, the Undersigned agrees to accept this without objection.

- 十、保證人同意下列事項：

The Guarantor agrees to the following

- (一)願連帶保證立約人於現在及將來因委託貴行代收外幣票據依本約定書所負之一切債務(包括但不限於票款、遲延利息、違約金、損害賠償金及各項費用等)，如立約人不依約履行債務時，貴行得逕向保證人單獨求償全部債務。保證人絕不因貴行所出具之申請書件或其他憑證未經保證人簽署而主張免責。

Jointly and severally guaranteeing that, both now and in the future, for all obligations arising from entrusting your bank with the collection of foreign currency bills under this agreement (including but not limited to proceeds, delayed interest, default penalties, damages, and various fees), if the Undersigned fails to fulfill the obligations as per the agreement, your bank is entitled to seek full repayment from the Guarantor directly. The Guarantor waives any claim of exoneration due to documents or other evidence issued by your bank not being signed by the Guarantor.

- (二)保證人解除連帶保證責任生效前，立約人已交付貴行代收外幣票據者，其依本約定書所負之一切債務，保證人均願與立約人負連帶清償債務之責任，縱立約人係於保證人解除連帶保證責任生效後始發生本約定書第一條、第三條或第七條之不履行事由者亦同。

Until the release of joint and several guarantee responsibility becomes effective, for any foreign currency bills already handed over to your bank for collection, the Guarantor is willing to share joint and several responsibility with the Undersigned for all obligations as per this agreement. This responsibility extends even if the Undersigned fails to perform as per articles 1, 3 or 7 of this agreement after the release of the Guarantor's joint and several guarantee responsibility becomes effective.

- 十一、立約人及保證人同意寄存貴行之各種存款及對貴行之一切債權，縱其清償期尚未屆至，貴行得以之行使抵銷權，但有下列情形之一者不在此限：(一)法令有禁止抵銷之規定者(二)當事人有約定不得抵銷者(三)基於無因管理或第三人因交易關係經由委任該銀行向立約人或保證人付款者。

The Undersigned and the Guarantor agree that various deposits with your bank and all debts owed to your bank may be set off by your bank even if the maturity date for repayment has not yet arrived. However, this does not apply in the following situations: (1) when there is a legal provision prohibiting set-off; (2) when the parties have agreed not to set off; and (3) when the bank, due to management of affairs without mandate, or a third party pays the Undersigned or the Guarantor through the entrusted bank based on the transaction relationship.

- 十二、本約定書發生訴訟時，合意以\_\_\_\_\_地方法院為第一審管轄法院。

In the event of legal proceedings arising from this agreement, it is mutually agreed that the \_\_\_\_\_ District Court shall have jurisdiction as the court of first instance.

- 十三、立約人同意依貴行「外匯業務收費標準」所列之手續費、郵費、國外費用等收費標準繳納相關費用，並自票款中扣除或授權貴行逕自立約人開立於貴行之帳戶中扣繳；前開收費標準嗣後如有變更或調整，貴行應於生效日六十日前(但對立約人有利者不在此限)以顯著方式於營業場所、貴行網站公告其內容，立約人若對於該變更或調整有異議時，得於前開公告期間內終止本約定書，逾期未終止者，視為同意該變更或調整。

The Undersigned agrees to pay relevant fees according to your bank's "Standard Tariff-Foreign Exchange Service" for

handling fees, postages, and foreign charges, etc., and to deduct the fees from the cheque proceeds or authorize your bank to directly debit from the account held by the Undersigned at your bank. If there are subsequent changes or adjustments to the aforementioned fee standards, your bank shall announce the content in a prominent manner at its business premises and on the bank's website at least 60 days before the effective date (except when favorable to the Undersigned). If the Undersigned objects to such changes or adjustments, they may terminate this agreement during the aforementioned announcement period. Failure to terminate within the specified period is deemed as an agreement to the changes or adjustments.

十四、立約人了解票據由貴行寄交國外代收銀行委其代收，倘國外代收銀行非該票據之真正付款銀行，則再由國外代收銀行將此外幣票據郵寄至票據付款銀行請求付款，該付款銀行再通知發票人是否願意支付此票款，爰外幣票據託收程序時程，約需 1 個月以上(實際入帳日期視各國家/地區託收情形而定)。

As the bill is sent by the collecting bank (your bank) to a foreign collecting bank for collection, if the foreign collecting bank is not the actual paying bank for the bill, the foreign collecting bank will then mail the bill to the paying bank for payment. The paying bank will then notify the drawer whether they are willing to make the payment. Therefore, the entire process for foreign currency bill collection may take approximately more than 1 month (the actual date of entry depends on the collection situation in each country/region).

十五、立約人(含其負責人及實質受益人)如為資恐防制法指定制裁之個人、法人或團體，以及外國政府或國際組織認定或追查之恐怖分子或團體，貴行得拒絕業務往來或逕行終止業務關係。

If the Undersigned (including its responsible person and beneficial owner) is an individual, legal entity, or group designated for sanctions under the Anti-Terrorism Act, or if identified or investigated by a foreign government or international organization as a terrorist or terrorist group, your bank may refuse or terminate the business relationship.

十六、立約人如不配合貴行為防制洗錢及打擊資恐目的所為之審視、拒絕提供實質受益人或對立約人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時，貴行得暫時停止交易，或暫時停止或終止業務關係。

If the Undersigned fails to cooperate with your bank's examination conducted for the purpose of anti-money laundering and counter-terrorism financing, refuses to provide information about beneficial owners or the person exercising control over the Undersigned, or is unwilling to explain the nature, purpose, or source of funds of the transaction, your bank may temporarily suspend the transaction, or temporarily suspend or terminate the business relationship.

十七、立約人及連帶保證人如對本約定書有爭議，申訴管道如下：

免付費服務電話：0800-01-7171#5

電子信箱 (e-mail)：臺灣中小企業銀行網站 <https://www.tbb.com.tw> 客服信箱

If the Undersigned and the Guarantor have any disputes about this agreement, the channels for complaints are as follows:

Toll-free service phone: 0800-01-7171#5

Email: Customer service mailbox on Taiwan Business Bank's website (<https://www.tbb.com.tw>)

此 致

Sincerely,

臺灣中小企業銀行  
Taiwan Business Bank

聲明事項：立約定書人、連帶保證人茲聲明已收執本約定書，並於合理期間內審閱本約定書全部條款內容，已充分瞭解並同意遵守全部約定，爰簽章於後。

Declaration: The Undersigned and the Guarantor hereby declare that, they have received this agreement, reviewed all the terms of this agreement within a reasonable period, and fully understood and agreed to comply with all the provisions, hence affixing the signature and seal below.

立約人/簽收人 Undersigned/Recipient :

統一編號/身分證字號 ID No. :

住 址 Address :

電 話 Phone :

(簽章)

(Signature & seal)

見簽人及日期

