

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

致：兆豐國際商業銀行股份有限公司，香港分行（下稱「貴行」）

To: Mega International Commercial Bank Co., Ltd., Hong Kong Branch (hereafter as the "Bank")

本人*／吾等*，即申請人姓名*／寶號*

I* / We*, the Applicant's Full Name

身分證*／護照*／公司登記證書*號碼

ID Card* / Passport* / Certificate of Incorporation* No.

茲依照下面及背頁之條款約定，檢附下列光票，請惠予託收：

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

匯票／支票號碼 Draft / Cheque No.	出票人 Drawer / Maker	付款人 Drawee	幣別及金額 Currency Type & Amount
總金額 Total Amount :			
支付方式：請存入以下帳號 Mean of Payment: Please credit into the following Account No.		備註 Remarks :	
9 6 5 -			

(Please see overleaf for the English version of the terms and conditions as stipulated hereunder.)

申請人向 貴行申請託收上述光票，悉願遵守下列各條款：

- 申請人聲明所提供之託收光票，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，申請人願對 貴行作出彌償並負全部責任。
- 除申請人另有書面指示並獲 貴行確認接納外， 貴行得自由指定 貴行之任何往來銀行或其他銀行為託收光票之代收銀行，申請人絕無異議。
- 申請人申請 貴行託收之光票在遞送境外託收過程中，如非因 貴行之過失而遺失或毀損或延遲或境外託收銀行倒閉者，或如因出現不可抗力情況時，申請人願自負其責。申請人並願立即提供相同金額之光票交付 貴行託收之墊款。
- 申請人所提供光票，倘發生退票或任何糾紛者，不問任何理由，一經 貴行通知，申請人願立即償還 貴行之墊款及因此而產生之費用及支出。
- 貴行託收之光票退票時，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。
- 貴行託收之光票，申請人所應支付之手續費、郵電費及其他費用支出悉由申請人負擔之。
- 依據美國「票據法 Check 21」之規定，申請人委託 貴行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，得逕將境外退回之光票影像或替代光票退還申請人。其他國家／地區票據相關法令有類似規定或作法者亦依其規定辦理，申請人絕無異議。
- 申請人已仔細閱讀及明白 貴行《銀行服務總條款》各項內容，謹確認並同意受 貴行《銀行服務總條款》及其不時加以任何方式修改、延展、代替、取代、及／或補充的版本文件所約束。
- 申請人確認並聲明本託收光票交易及申請並不涉洗錢、恐怖組織活動資金籌集、避稅或違法行為，並授權 貴行可能因應任何懷疑涉及洗錢、恐怖組織活動資金籌集、避稅或違法行為主動向政府部門、司法機構或本行的監管機關披露與託收光票相關的個人資料。
- 申請人確認並授權 貴行按往來銀行處理託收光票之相關要求，向往來銀行提供與託收光票相關的個人資料，並會依循法令進行。
- 本申請暨約定書以中、英文二種語文作成，如中、英文版本間有任何歧義，應以英文版本為準。
- 本申請暨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》及香港特別行政區法律適用之規定及準則指引辦理，並以香港特別行政區法律作為準據法。
- 因本申請暨約定書所生爭議如涉訴訟，申請人確認並同意以香港特別行政區法院為司法管轄法院。

申請人被授權簽署：

Authorized Signature of the Applicant: _____

日期：西元_____年_____月_____日

Dated this _____ day of _____, _____.

(* 請刪去不適用者。 * Please delete as appropriate.)

有關人員核簽（本欄由銀行填寫 For Bank Use Only）：

☐ 以託收方式辦理。

☐ 其他指示：_____

☐ 收件日期：_____

電話照會日期及時間：_____

☐ 被照會人：_____

☐ 被照會人身分驗證：_____

幣別金額確認：_____

收件：

登錄：

照會：

簽樣覆核：

經辦／光票檢查：

要項覆審：

交易覆核：

經副襄理：

(Please see the obverse side of this Application and Agreement for the Chinese version of the terms and conditions as stipulated hereunder.)
(如需下述條款內容之中文版本，請參閱本申請暨約定書正面。)

The Applicant agrees to apply to the Bank for collection of the aforementioned clean bills. The Applicant hereby accept and agree to be bound by the terms and conditions which are set hereunder:

1. The Applicant hereby represents and warrants that all the clean bills (in foreign currencies) presented herewith for collection are neither forged, altered, nor have any other defect. The Applicant shall indemnify the Bank and be fully liable for any and all losses, damages, costs or expenses incurred by the Bank as a result of the aforementioned defect.
2. Unless or otherwise instructed by the Applicant in writing with subsequent confirmation by the Bank, the Bank may at its own discretion designate correspondent bank(s) to act on its behalf for collection of the clean bills of which the Applicant has requested the Bank to conduct negotiation / collection. The Applicant shall have no objection whatsoever.
3. The Applicant hereby agrees that the Bank shall have no responsibility for any and all losses or damages or delay arising from the willful misconduct or negligence or bankruptcy of any corresponding bank in, or force majeure emerges during, the process of collection, and the Applicant shall assume any and all risks and liabilities arising thereof. The Applicant also agrees to provide and deliver to the Bank immediately clean bills of equivalent value for the Bank's collection or repayment of the advanced payment of negotiation lent by the Bank.
4. Should the clean bills provided by the Applicant dishonored or raise any kind of disputes thereby, irrespective of any cause, the Applicant shall, upon notice from the Bank, immediately repay in full amount(s) of the fees, charges and expenses occurred thereof.
5. Unless or otherwise agreed by the Bank in writing, in the event of non-payment of any clean bills which has been requested by the Applicant to conduct collection, the Bank shall be under no obligation, for or on behalf 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.
6. Any necessary handling charges, postage, telecommunication fees, interest and any other fees, charges and expenses in relation to such clean bills shall be solely borne by the Applicant.
7. Pursuant to the Check Clearing for the 21st Century Act ("Check 21 Act") of the United States, the Applicant acknowledges and agrees that, in the event a clean bill which has been requested by the Customer to conduct collection is bounced for any reason, the Applicant may receive an image of the bounced clean bill or a returned substitute clean bill, 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 Applicant's objection.
8. The Applicant has duly perused and understand all contents and clauses as stipulated in the Bank's Master Terms for Banking Service respectively, and hereby acknowledge and agree to be bound by the provisions of the Bank's Master Terms for Banking Service or such other documents as amended, extended, novated, replaced and/or supplemented in any manner from time to time and/or any document which amends, extends, novates, replaces and/or supplements these Master Terms for Banking Service or any such other documents.
9. The Applicant confirms and declares that the collection of the clean bills transaction(s) and application do not involve money laundering, financing of terrorist activities, tax evasion or illegal activities. The Applicant hereby authorizes the Bank to disclose any personal information related to the aforementioned collection of clean bills to Governmental or judicial bodies or agencies or the Bank's regulators on the Bank's initiative in the case of any suspicion of money laundering, financing on terrorists activities, tax evasion or illegal activities unveiled.
10. The Applicant acknowledges and authorizes the Bank, subject to request(s) by correspondent bank(s), to provide any personal information related to the aforementioned collection of clean bills to correspondent bank(s) for processing such transaction(s), as permitted by law.
11. This Application and Agreement is made in both English and Chinese languages. Should there be any discrepancies between these two versions, the English version shall prevail.
12. Any matters not stipulated under this Application and Agreement shall be governed by the relevant provisions and standards as set forth in the most updated ICC Uniform Rules for Collections by the International Chamber of Commerce ("ICC") and applicable laws, regulations and statutory requirements of Hong Kong Special Administrative Region at the time of negotiation / collection.
13. In case of any kind of disputes arising out of this Application and Agreement, the Applicant hereby acknowledge and agree to submit the dispute to the jurisdiction of Hong Kong Special Administration Region, and Courts of Hong Kong Special Administration Region shall be the forum.