

申請人茲檢附下表所列之外幣票據共計\_\_\_\_\_張，願依本申請暨約定書之各項約定委由 貴行辦理光票  託收/  買入：  
 The Applicant encloses herewith the clean bills detail as follows requesting Chinatrust Commercial Bank (hereinafter referred to as the "Bank") for Collection / Negotiation and agrees to comply with the terms and conditions contained on the overleaf page:

發票人 Drawer	付款銀行 Paying Bank (Drawee)	票據號碼 Check/Draft No.	發票日 Issue Date	票據幣別/金額 Currency / Amount	交易編號 Ref No. (銀行填寫 Bank use only)

第一聯：指定銀行留底聯(共二聯)

入帳帳戶 Credit Account：(限申請人開立於貴行之帳戶 which shall be an account opened with the Bank)

帳號 Account No.：\_\_\_\_\_ 戶名 Account Name：\_\_\_\_\_

匯款性質 Nature of remittance：\_\_\_\_\_

申請人已於合理期間(於中華民國\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日攜回，審閱期間至少五日) 詳細審閱本申請書背面「光票託收/買入約定條款」之全部條款，於簽署本申請書時已充分瞭解及同意全部條款內容。The Applicant has reviewed all terms and conditions of the "Agreement for Collection / Negotiation of Clean Bills" set forth on the overleaf page (hereinafter referred to as the "Agreement" which was provided on \_\_\_\_\_ (date) and the period for review of which has been at least five days) in detail within a reasonable period, and has fully understood and agreed to all terms and conditions hereof the thereof when entering into this Application.

其他 Others：\_\_\_\_\_

**註：申請人現場審閱本申請暨約定書後親自書寫確認"本人已審閱了解並同意背面條款構成契約之內容" Note: After the Applicant reviews the Application & Agreement for Collection / Negotiation of Clean Bills over the counter of the Bank ,the Applicant should declare that "I have reviewed, understood and agreed to be bound by any and all terms and conditions set forth on the overleaf page.**

申請人(請親簽或蓋原留印鑑)：中文 Chinese：\_\_\_\_\_

Applicant's signature/chop

英文 English：\_\_\_\_\_ (請以印刷體書寫)

身分證字號/統一編號 I.D. No.：

地址 Address：\_\_\_\_\_ 電話 Telephone No.：\_\_\_\_\_

以下欄位由銀行人員填寫

<input type="checkbox"/> 本行賣出旅支	<b>經權責主管核准項目：</b>	<b>核決主管</b>	匯率 Exchange Rate	<input type="checkbox"/> 公司戶已上網查詢			
<input type="checkbox"/> 98 點數折抵			手續費 Commissions	買入額度審核訖		受理單位	
<input type="checkbox"/> 99 筆數折抵	<input type="checkbox"/> 託收票據金額 over 等值 USD3000(含)以上		利息費用 Interest Fees	主管	經辦	主管	經辦
<input type="checkbox"/> 優惠簽呈			已墊付金額 Advance Payment				
<input type="checkbox"/> 員工	<input type="checkbox"/> 單筆優惠						

收受他行賣出旅支提供資料：

購買旅支用途：

購買旅支資金來源：

職業：

客戶生日：

他行購買日期與地點：

申請人為委由 貴行託收或買入外幣票據(光票)，同意遵守下列條款：

一、 票款交付/墊付：

- (一) 光票託收： 貴行同意代收光票者，由 貴行於收訖票款審核無誤並扣除 貴行託收手續費及相關費用(含其他國外銀行費用)後，將款項存入申請人指定之入帳帳戶。如申請人指定之入帳帳戶為新臺幣帳戶時，申請人同意由 貴行依貴行解付日之貴行即時外幣買入匯率兌換為新臺幣後存入該入帳帳戶。
- (二) 光票買入： 貴行同意買入光票者，由 貴行於買入當日以票據金額扣除手續費及利息費用後墊付款項並存入申請人指定之入帳帳戶。申請人同意以此等外幣票據作為申請人對 貴行墊付票款債務之擔保，並委請 貴行於收訖票款後還自沖償債務本息與相關費用(含其他國外銀行費用)，如有不足，申請人經 貴行通知後願立即償還之。

- 二、 申請人同意，不論光票是否遭退票，願負擔 貴行因託收或買入光票衍生之手續費暨其他相關費用(含其他國外銀行費用及利息費用(如適用))。
- 三、 申請人同意 貴行得直接或經由 貴行各分行或由 貴行選擇之代收銀行收取票款，對任何代收銀行之故意、過失、或因代收銀行之事由致生損失或延誤，或其他非因 貴行之故意或過失致光票遺失、毀損、遲延致生之損失或損害，概與 貴行無涉，申請人願自負其責。
- 四、 申請人申請 貴行託收或買入之光票，絕無偽造、變造或其他瑕疵，倘事後經證實有上述情事，致使 貴行蒙受損失或因此衍生之費用時，願自全部賠償責任。
- 五、 如光票遭退票時，除申請人另以書面委託並經 貴行以書面同意者外， 貴行並無代為作成拒絕證書或採取其他保全票據權利手續之義務。
- 六、 申請人同意 貴行為防止光票遺失或依照銀行作業習慣， 貴行得於光票或其背面，為任何文字或符號之記載，如遇光票退票時， 貴行無就相關記載為回復原狀之義務，得將光票依當時之狀況交還申請人。
- 七、 申請人保證委託 貴行託收或買入之光票，於領取票款後，倘發生退票、票款不能收回或其他任何糾紛時，不問其理由如何、亦不問其退票係發生在票款收妥進帳以前或以後、抑或發生在申請人提領票款以後，申請人於接獲 貴行通知後，願立即以原幣別且依 貴行基本放款利率加計利息無條件償還 貴行所墊付之票款本息，並願負擔一切有關費用。
- 八、 如申請人依本申請書約定書應償還票款本息與相關費用予 貴行時，申請人同意於接獲 貴行通知後十日內依 貴行指示方式償還之，如逾期未償還者， 貴行得逕自申請人於 貴行開立之任一帳戶中扣抵相關款項。
- 九、 申請人瞭解並同意光票票款之收取應依票據付款地之相關法令規定辦理。
- 十、 本申請書約定書未約定事項，悉依國際商會最新版本之「託收統一規則」(Uniform Rules For Collections, URC522)及主管機關有關規定辦理。
- 十一、 如因本申請書約定書發生訴訟時，申請人同意以 臺灣臺北地方法院為第一審管轄法院。
- 十二、 本申請書約定書以中文作成，英文翻譯僅供參考。如中英文原文與英文翻譯之內容不一致時，以中文原文為準。
- 十三、 申請人瞭解並同意 貴行基於受理申請人辦理託收或買入光票手續之目的，在法令規定或相關事實或法律關係存續期間內，就 貴行所直接或間接蒐集之申請人個人資料，將以書面、音軌紀錄及/或電子等形式處理、蒐集、利用及/或國際傳輸(包括但不限於將申請人個人資料揭露予公務機關或協助 貴行提供本服務之必要第三人)。申請人有權向 貴行查詢或請求閱覽、製給複本、補充或更正、停止蒐集、處理、利用及/或傳輸或刪除申請人個人資料。惟申請人提出前述請求時， 貴行可能因此無法提供本服務，且 貴行亦可能依法或基於風險管理等因素，而不依申請人之請求為之。若申請人提供的資料包括其他人的個人資料(例如公司的股東、董監事或經理人)時，申請人應使該第三人知悉前述事項。
- 十四、 為防制洗錢及打擊資恐之目的，申請人同意貴行得依「洗錢防制法」、「資恐防制法」、「金融機構防制洗錢辦法」、「銀行業及電子支付機構電子票證發行機構防制洗錢及打擊資恐內部控制要點」及「銀行防制洗錢及打擊資恐注意事項範本」之規定，辦理相關作業，並於必要時得要求申請人提供外幣票據託收之發票人及付款人(人)之身分及資料、向有關機關申報或報送相關交易憑證及資料、拒絕與申請人為業務往來、暫時停止申請人之交易、暫時停止或終止與申請人之業務關係、逕行關戶或採行其他必要措施。
- 十五、 申請人同意本光票託收/買入款作業，如經貴行及/或其他銀行以發票人或付款人(人)為受經濟制裁、資恐防制法指定之個人、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或其屬國被列為禁區國家等事由，將款項或票據予以扣押者，相關風險應由申請人自行承擔，概與 貴行無涉。申請人如已收受款項，並願依上開第7條、第8條規定返還款項予貴行。

【Agreement for Collection / Negotiation of Clean Bills】

With respect to the Applicant's request to the Bank for Collection / Negotiation of negotiable instruments in foreign currencies (hereinafter referred to as the "Clean Bills"), the Applicant hereby agrees as follows:

1. Payment /Advance Payment of Clean Bills:

- (a) Collection of Clean Bills: For collection of the Clean Bills, upon the payment of the Clean Bills is delivered by the overseas correspondent bank, the Bank shall first conduct necessary procedures to confirm the correctness of such collection service and deduct the commissions and relevant fees (including the fees charged by the overseas correspondent bank) from the received payment amount. Once the collection service is deemed appropriate by the Bank, the Bank shall deposit the residual amount to the credit account designated by the Applicant. 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 foreign currency buying rate as quoted by the Bank and credit the converted amount into the designated credit account.
- (b) Negotiation of Clean Bills: For negotiation of the Clean Bills, the Bank may deposit the amount after deducting the commissions and interest fees from the face value amount of the Clean Bills on the date hereof into the credit account designated by the Applicant. The Applicant agrees to provide the Clean Bills as security for the advance payment extended by the Bank to the Applicant and entrusts the Bank to repay the advanced payment amount, accrued interest fees and relevant fees (including the fees charged by the overseas correspondent bank) owed by the Applicant to the Bank against payment amount collected and received by the Bank. If the payment amount collected and received by the Bank is insufficient to cover the total amount due, the Applicant shall promptly repay such unpaid amount to the Bank upon the Bank's notification.

2. The Applicant agrees to pay and compensate the Bank the commissions and other fees (including other fees charged by the overseas correspondent bank and interest fees (where applicable)) arising from or in connection with the Collection / Negotiation of the Clean Bills.
3. The Applicant agrees that the Bank may provide the service contemplated herein through itself, any branch of the Bank or a correspondent bank selected at its sole discretion. The Applicant agrees that the Bank shall bear no responsibility for the loss or damage of the Clean Bills, any and all losses or damages suffered or incurred by the Applicant and delay of payment collection as a result of the willful misconduct, negligence, other matters of the correspondent banks (i.e. liquidation or other similar situations), or other matters which are not attributable to the Bank.
4. The Applicant hereby represents and warrants that all the Clean Bills presented hereunder for Collection / Negotiation are neither forged, altered, nor contain any other defect. If it is subsequently found otherwise, the Applicant shall assume full liability for any and all losses, damages, costs or expenses suffered or incurred by the Bank.
5. Unless otherwise authorized to and agreed by the Bank in writing, in the event of non-payment of any Clean Bill which has been requested by the Applicant for Collection / Negotiation, 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 Bill.
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 is to the Applicant.
7. The Applicant warrants that irrespective of any cause or whether a Clean Bill be bounced before or after the payment amount of such Clean Bill has been credited to the designated credit account, or after the Applicant has withdrawn against the payment, the Applicant shall, upon notification by the Bank, repay in full amount advanced by the Bank and the fees occurred, as well as the interest accrued in accordance with the prime rate for loan of the Bank, according to the original currency.
8. In the event where the Applicant is obligated to return any and all advance payments, interest fees or other fees to the Bank, the Applicant agree to return such payments and fees within ten days upon the Bank's notification. If the Applicant fails to repay such payments and fees, the Bank shall have the right to deduct the relevant amount from any of the Applicant's accounts held by the Bank.
9. The Applicant understands and agrees that the payment collection of Clean Bills shall comply with the applicable laws of the place of payment.
10. Other matters which are not expressly provided for herein shall be handled in accordance with the ICC "Uniform Rules for Collections" (URC 522), 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 / negotiation of the Clean Bills, as amended and/or promulgated by the competent banking authorities.
11. In case of any disputes arising from or in connection with this Agreement, the Applicant hereby irrevocably agrees to submit to the jurisdiction of the Taipei District Court.
12. This Agreement is executed in Chinese, of which the English translation is for reference only. Any discrepancy between the Chinese text and the English translation, the Chinese text shall prevail.
13. The Applicant understand and agree the bank to deal, gather, use, or international transmit the personal information(including but not limited to expose to the government or the third party necessarily) by any directly or indirectly way(such as words, sound recording and/or electron...etc.) in relative regulations of laws or relative facts. The Applicant has the right to request the bank to provide to read, copy, supplement or adjust, stop to gather, deal, use or transmit the personal information and understand that possible damage cause and understand the bank may be unable to provide the service and may refuse the request based on law and risk control. If the applicant provide any other's personal information, the applicant should have informed the person the foregoing consensual matter in advance.
14. For purposes of anti-money laundering and countering terrorism financing, the applicant agrees that the Bank may take the following measures in accordance with the requirements under "Money Laundering Control Act", "Counter-Terrorism Financing Act", and the applicable Laws and Regulations, .
- Request the applicant to provide the information or identity of the Drawer /Paying Bank(Drawee);
  - Submit the relevant information to the competent authority;
  - Stop the process temporarily to identify if there are sanctioned entities are involved; or
  - Terminate the business relationships if applicant is designated as sanctioned entities.
15. The applicant agrees to assume the risk of the check or funds being frozen if the Drawer/Paying Bank (Drawee) are subject to economic sanctions, or been identified as a terrorist or ties to terrorist groups by the Competent Authority or International Organization. The relevant risks shall be borne by the applicant at their own expense; the applicant shall return the payment if the check or funds are to be frozen according to the provisions of Article 7 and 8.

申請人茲檢附下表所列之外幣票據共計\_\_\_\_\_張，願依本申請暨約定書之各項約定委由 貴行辦理光票  託收/  買入：  
The Applicant encloses herewith the clean bills detail as follows requesting Chinatrust Commercial Bank (hereinafter referred to as the "Bank") for Collection / Negotiation and agrees to comply with the terms and conditions contained on the overleaf page:

發票人 Drawer	付款銀行 Paying Bank (Drawee)	票據號碼 Check/Draft No.	發票日 Issue Date	票據幣別/金額 Currency / Amount	交易編號 Ref No. (銀行填寫 Bank use only)

第二聯：客戶留存聯(共二聯)

入帳帳戶 Credit Account：(限申請人開立於貴行之帳戶 which shall be an account opened with the Bank)

帳號 Account No.：\_\_\_\_\_ 戶名 Account Name：\_\_\_\_\_

匯款性質 Nature of remittance：\_\_\_\_\_

- 申請人已於合理期間(於中華民國\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日攜回，審閱期間至少五日) 詳細審閱本申請書背面「光票託收/買入約定條款」之全部條款，於簽署本申請書時已充分瞭解及同意全部條款內容。The Applicant has reviewed all terms and conditions of the "Agreement for Collection / Negotiation of Clean Bills" set forth on the overleaf page (hereinafter referred to as the "Agreement" which was provided on \_\_\_\_\_(date) and the period for review of which has been at least five days) in detail within a reasonable period, and has fully understood and agreed to all terms and conditions hereof the thereof when entering into this Application.
- 其他 Others：\_\_\_\_\_
- 註：申請人現場審閱本申請暨約定書後親自書寫確認"本人已審閱了解並同意背面條款構成契約之內容" Note: After the Applicant reviews the Application & Agreement for Collection / Negotiation of Clean Bills over the counter of the Bank ,the Applicant should declare that "I have reviewed, understood and agreed to be bound by any and all terms and conditions set forth on the overleaf page.**

申請人(請親簽或蓋原留印鑑)：中文 Chinese：\_\_\_\_\_

Applicant's signature/chop

英文 English：\_\_\_\_\_ (請以印刷體書寫)

身分證字號/統一編號 I.D. No.：

地址 Address：

電話 Telephone No.：

以下欄位由銀行人員填寫

匯率 Exchange Rate		受理單位簽章
手續費 Commissions		
利息費用 Interest Fees		
已墊付金額 Advance Payment		

收受他行賣出旅支提供資料：

購買旅支用途：

購買旅支資金來源：

職業：

客戶生日：

他行購買日期與地點：

申請人為委由 貴行託收或買入外幣票據(光票)，同意遵守下列條款：

一、 票款交付/墊付：

(一) 光票託收： 貴行同意代收光票者，由 貴行於收訖票款審核無誤並扣除 貴行託收手續費及相關費用(含其他國外銀行費用)後，將款項存入申請人指定之入帳帳戶。如申請人指定之入帳帳戶為新臺幣帳戶時，申請人同意由 貴行依貴行解付日之貴行即時外幣買入匯率兌換為新臺幣後存入該入帳帳戶。

(二) 光票買入： 貴行同意買入光票者，由 貴行於買入當日以票據金額扣除手續費及利息費用後墊付款項並存入申請人指定之入帳帳戶。申請人同意以此等外幣票據作為申請人對 貴行墊付票款債務之擔保，並委請 貴行於收訖票款後還自沖償債務本息與相關費用(含其他國外銀行費用)，如有不足，申請人經 貴行通知後願立即償還之。

二、 申請人同意，不論光票是否遭退票，願負擔 貴行因託收或買入光票衍生之手續費暨其他相關費用(含其他國外銀行費用及利息費用(如適用))。

三、 申請人同意 貴行得直接或經由 貴行各分行或由 貴行選擇之代收銀行收取票款，對任何代收銀行之故意、過失、或因代收銀行之事由致生損失或延誤，或其他非因 貴行之故意或過失致光票遺失、毀損、遲延發生之損失或損害，概與 貴行無涉，申請人願自負其責。

四、 申請人申請 貴行託收或買入之光票，絕無偽造、變造或其他瑕疵，倘事後經證實有上述情事，致使 貴行蒙受損失或因此衍生之費用時，願負全部賠償責任。

五、 如光票遭退票時，除申請人另以書面委託並經 貴行以書面同意者外， 貴行並無代為作成拒絕證書或採取其他保全票據權利手續之義務。

六、 申請人同意 貴行為防止光票遺失或依照銀行作業習慣， 貴行得於光票或其背面，為任何文字或符號之記載，如遇光票退票時， 貴行無就相關記載為回復原狀之義務，得將光票依當時之狀況交還申請人。

七、 申請人保證委託 貴行託收或買入之光票，於領取票款後，倘發生退票、票款不能收回或其他任何糾紛時，不問其理由如何、亦不問其退票係發生在票款收妥進帳以前或以後、抑或發生在申請人提領票款以後，申請人於接獲 貴行通知後，願立即以原幣別且依 貴行基本放款利率加計利息無條件償還 貴行所墊付之票款本息，並願負擔一切有關費用。

八、 如申請人依本申請書約定書應償還票款本息與相關費用予 貴行時，申請人同意於接獲 貴行通知後十日內依 貴行指示方式償還之，如逾期未償還者， 貴行得逕自申請人於 貴行開立之任一帳戶中扣抵相關款項。

九、 申請人瞭解並同意光票票款之收取應依票據付款地之相關法令規定辦理。

十、 本申請書約定書未約定事項，悉依國際商會最新版之「託收統一規則」(Uniform Rules For Collections, URC522)及主管機關有關規定辦理。

十一、 如因本申請書約定書發生訴訟時，申請人同意以 臺灣臺北地方法院為第一審管轄法院。

十二、 本申請書約定書以中文作成，英文翻譯僅供參考。如中英文原文與英文翻譯之內容不一致時，以中文原文為準。

十三、 申請人瞭解並同意 貴行基於受理申請人辦理託收或買入光票手續之目的，在法令規定或相關事實或法律關係存續期間內，就 貴行所直接或間接蒐集之申請人個人資料，將以書面、音軌紀錄及/或電子等形式處理、蒐集、利用及/或國際傳輸(包括但不限於將申請人個人資料揭露予公務機關或協助 貴行提供本服務之必要第三人)。申請人有權向 貴行查詢或請求閱覽、製給複本、補充或更正、停止蒐集、處理、利用及/或傳輸或刪除申請人個人資料。惟申請人提出前述請求時， 貴行可能因此無法提供本服務，且 貴行亦可能依法或基於風險管理等因素，而不依申請人之請求為之。若申請人提供的資料包括其他人的個人資料(例如公司的股東、董監事或經理人)時，申請人應使該第三人知悉前述事項。

十四、 為防制洗錢及打擊資恐之目的，申請人同意貴行得依「洗錢防制法」、「資恐防制法」、「金融機構防制洗錢辦法」、「銀行業及電子支付機構電子票證發行機構防制洗錢及打擊資恐內部控制要點」及「銀行防制洗錢及打擊資恐注意事項範本」之規定，辦理相關作業，並於必要時得要求申請人提供外幣票據託收之發票人及付款人(人)之身分及資料、向有關機關申報或報送相關交易憑證及資料、拒絕與申請人為業務往來、暫時停止申請人之交易、暫時停止或終止與申請人之業務關係、逕行關戶或採行其他必要措施。

十五、 申請人同意本光票託收/買入款作業，如經貴行及/或其他銀行以發票人或付款人(人)為受經濟制裁、資恐防制法指定之個人、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或其所屬團體被列為禁匯國家等事由，將款項或票據予以扣押者，相關風險應由申請人自行承擔，概與 貴行無涉。申請人已收受款項，並願依上開第 7 條、第 8 條規定返還款項予貴行。

【Agreement for Collection / Negotiation of Clean Bills】

With respect to the Applicant's request to the Bank for Collection / Negotiation of negotiable instruments in foreign currencies (hereinafter referred to as the "Clean Bills"), the Applicant hereby agrees as follows:

1. Payment /Advance Payment of Clean Bills:

(a) Collection of Clean Bills: For collection of the Clean Bills, upon the payment of the Clean Bills is delivered by the overseas correspondent bank, the Bank shall first conduct necessary procedures to confirm the correctness of such collection service and deduct the commissions and relevant fees (including the fees charged by the overseas correspondent bank) from the received payment amount. Once the collection service is deemed appropriate by the Bank, the Bank shall deposit the residual amount to the credit account designated by the Applicant. 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 foreign currency buying rate as quoted by the Bank and credit the converted amount into the designated credit account.

(b) Negotiation of Clean Bills: For negotiation of the Clean Bills, the Bank may deposit the amount after deducting the commissions and interest fees from the face value amount of the Clean Bills on the date hereof into the credit account designated by the Applicant. The Applicant agrees to provide the Clean Bills as security for the advance payment extended by the Bank to the Applicant and entrusts the Bank to repay the advanced payment amount, accrued interest fees and relevant fees (including the fees charged by the overseas correspondent bank) owed by the Applicant to the Bank against payment amount collected and received by the Bank. If the payment amount collected and received by the Bank is insufficient to cover the total amount due, the Applicant shall promptly repay such unpaid amount to the Bank upon the Bank's notification.

2. The Applicant agrees to pay and compensate the Bank the commissions and other fees (including other fees charged by the overseas correspondent bank and interest fees (where applicable)) arising from or in connection with the Collection / Negotiation of the Clean Bills.

3. The Applicant agrees that the Bank may provide the service contemplated herein through itself, any branch of the Bank or a correspondent bank selected at its sole discretion. The Applicant agrees that the Bank shall bear no responsibility for the loss or damage of the Clean Bills, any and all losses or damages suffered or incurred by the Applicant and delay of payment collection as a result of the willful misconduct, negligence, other matters of the correspondent banks (i.e. liquidation or other similar situations), or other matters which are not attributable to the Bank.

4. The Applicant hereby represents and warrants that all the Clean Bills presented hereunder for Collection / Negotiation are neither forged, altered, nor contain any other defect. If it is subsequently found otherwise, the Applicant shall assume full liability for any and all losses, damages, costs or expenses suffered or incurred by the Bank.

5. Unless otherwise authorized to and agreed by the Bank in writing, in the event of non-payment of any Clean Bill which has been requested by the Applicant for Collection / Negotiation, 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 Bill.

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 is to the Applicant.

7. The Applicant warrants that irrespective of any cause or whether a Clean Bill be bounced before or after the payment amount of such Clean Bill has been credited to the designated credit account, or after the Applicant has withdrawn against the payment, the Applicant shall, upon notification by the Bank, repay in full amount advanced by the Bank and the fees occurred, as well as the interest accrued in accordance with the prime rate for loan of the Bank, according to the original currency.

8. In the event where the Applicant is obligated to return any and all advance payments, interest fees or other fees to the Bank, the Applicant agree to return such payments and fees within ten days upon the Bank's notification. If the Applicant fails to repay such payments and fees, the Bank shall have the right to deduct the relevant amount from any of the Applicant's accounts held by the Bank.

9. The Applicant understands and agrees that the payment collection of Clean Bills shall comply with the applicable laws of the place of payment.

10. Other matters which are not expressly provided for herein shall be handled in accordance with the ICC "Uniform Rules for Collections" (URC 522), 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 / negotiation of the Clean Bills, as amended and/or promulgated by the competent banking authorities.

11. In case of any disputes arising from or in connection with this Agreement, the Applicant hereby irrevocably agrees to submit to the jurisdiction of the Taipei District Court.

12. This Agreement is executed in Chinese, of which the English translation is for reference only. Any discrepancy between the Chinese text and the English translation, the Chinese text shall prevail.

13. The Applicant understand and agree the bank to deal, gather, use, or international transmit the personal information(including but not limited to expose to the government or the third party necessarily) by any directly or indirectly way(such as words, sound recording and/or electron...etc.) in relative regulations of laws or relative facts. The Applicant has the right to request the bank to provide to read, copy, supplement or adjust, stop to gather, deal, use or transmit the personal information and understand that possible damage cause and understand the bank may be unable to provide the service and may refuse the request based on law and risk control. If the applicant provide any other's personal information, the applicant should have informed the person the foregoing consensual matter in advance.

14. For purposes of anti-money laundering and countering terrorism financing, the applicant agrees that the Bank may take the following measures in accordance with the requirements under "Money Laundering Control Act", "Counter-Terrorism Financing Act", and the applicable Laws and Regulations,

a. Request the applicant to provide the information or identity of the Drawer /Paying Bank(Drawee);

b. Submit the relevant information to the competent authority;

c. Stop the process temporarily to identify if there are sanctioned entities are involved; or

d. Terminate the business relationships if applicant is designated as sanctioned entities.

15. The applicant agrees to assume the risk of the check or funds being frozen if the Drawer/Paying Bank (Drawee) are subject to economic sanctions, or been identified as a terrorist or ties to terrorist groups by the Competent Authority or International Organization. The relevant risks shall be borne by the applicant at their own expense; the applicant shall return the payment if the check or funds are to be frozen according to the provisions of Article 7 and 8.