## 國泰世華商業銀行

收兌外幣現鈔/買入或託收外幣票據申請及約定書 日期: DATE.\_\_\_/\_\_/\_\_

申請人(以下簡稱立約人)向 貴行申請□收兌外幣現鈔 □買入或託收外幣票據並願遵守本約定書所載下列各該條款:

- 一、立約人茲保證所委請 貴行收兌之外幣現鈔或買入/託收之外幣票據,絕無偽造、變造或其他瑕疵。若事後證實確有上述任一情形而致 貴行蒙受損失 時,立約人願負全部賠償責任。
- 二、立約人委請 貴行買入或託收之外幣票據,經 貴行交付郵局或其他 貴行認為適當之方式遞送,如非因 貴行之故意過失而致遺失、毀損者,立約人 願即時辦理掛失止付手續,並償還向 貴行所領票款或 貴行墊付之票款,絕不使 貴行蒙受損失。
- 三、立約人申請貴行買入或託收之外幣票據,於領取票款或經 貴行墊付票款後,倘發生退票或短收或其他糾葛時,無論退票之原件票據是否寄還 貴行, 一經 貴行通知,立約人願立即按 貴行通知日之牌告賣出匯率償還墊款外幣,且願自領取票款日或 貴行墊款日起至還款日止,扣除已收利息日數,按 貴行買入或託收當時訂定之外幣牌告利率計付利息,並償付 貴行因此所支付之一切費用,絕無異議。 貴行改以新台幣向立約人請求票款或返還墊款者,前項利率改以 貴行請求當時之牌告基準利率加1%計收。
- 四、立約人委請 責行買入或託收之外幣票據,因故不能兌現遭退票時,除以書面委託並經 貴行同意者外,貴行無代辦作成拒絕證書及採取其他法定保 全票據權利等任何手續之義務。
- 五、 貴行得自由選定與 貴行有通匯往來之銀行為代收銀行。
- 六、立約人委請 貴行買入或託收之外幣票據, 貴行及代收銀行為保全債權或依照銀行慣例,得在票據正面或背面作任何文字或符號之記載。票據如遭退票, 貴行無回復原狀之義務,得逕將載有該文字或符號之票據,退還立約人,立約人絕無異議。
- 七、立約人委請 貴行買入或託收之外幣票據,其應繳納之手續費及郵電費概由立約人負擔,若貴行認為須以電信詢問有關票款是否收妥而產生之費用, 亦同。 貴行依善良管理人立場,就有關買入或代收外幣票據事項,認有緊急處理之必要者,得不經立約人之同意,因此而發生之合理費用,一經 貴 行通知,立約人願意立即償付,絕不延誤。
- 八、立約人願意遵守國際商會最新訂定之「託收統一規定」(Uniform Rules for Collections)各條款。
- 九、本約定書以 貴行所在地為履行地,關於本約定書涉訟時概以 貴行所在之法院為管轄法院,並適用中華民國法律。
- 十、依照美國票據法 Check 21 之最新規定,立約人委託 貴行買入之票據倘因故不能兌現遭退票時, 貴行無退回正本票據之義務,得逕將國外退回之替代支票(substitute check)退還立約人,其他國家票據相關法令有類似規定或作法者亦從其規定,立約人絕無異議。
- 十一、立約人已得知 貴行依據個人資料保護法(以下稱個資法)第八條規定,向立約人告知之下列事項,其中有關蒐集目的所列代號及項目係 貴行參照法務部公告之「個人資料保護法之特定目的及個人資料之類別」,該等代號及項目名稱變更者,隨同變更:
  - (一)蒐集的目的:「中央銀行監理業務、「外匯業務」、「存款與匯款業務」、「公職人員財產申報」、「利益衝突迴避及政治獻金業務」、「仲裁、「行銷(包含金控共同行銷業務)」、「投資管理」、「金融服務業依法令規定及金融監理需要,所為之蒐集處理及利用」、「金融爭議處理」、「金融監督、管理與檢查」、「非公務機關依法定義務所進行個人資料之蒐集處理及利用、契約、類似契約或其他法律關係事務」、「消費者、客戶管理與服務」、「消費者保護」、「商業與技術資訊」、「帳務管理及債權交易業務」、「陳情、請願、檢舉案件處理」、「會計與相關服務」、「資(通)訊服務」、「資(通)訊與資料庫管理」、「資通安全與管理」、「網路購物及其他電子商務服務」、「調查、統計與研究分析」、「其他金融管理業務」、「其他經營合於營業登記項目或組織章程所定之業務」、「其他諮詢與顧問服務」。
  - (二)蒐集之個人資料類別:包括存戶姓名、身分證統一編號、聯絡方式、存戶提供之資料等,詳如相關業務申請書或契約書內容。
  - (三)個人資料利用之期間、地區、對象及方式:
  - 1.期間:個人資料蒐集之特定目的存續期間/依相關法令規定或契約約定之保存年限(如:商業會計法等)/貴行行因執行業務所必須之保存期間。
  - 2. 地區:本國、貴行海外分支機構所在地、通匯行所在地、未受中央目的事業主管機關限制之國際傳輸個人資料之接收者所在地、貴行業務委外機構所在地、與本行有業務往來之機構營業處所所在地。
  - 3. 對象: 貴行、貴行海外分支機構、通匯行、金融聯合徵信中心、聯合信用卡中心、臺灣票據交換所、財金資訊公司、信用卡國際組織、收單機構、信用保證機構、業務委外機構、未受中央目的事業主管機關限制之國際傳輸個人資料之接收者、貴行所屬國泰金融控股股份有限公司、貴行之共同行銷(廣義共同行銷,含交互運用客戶資料)之公司、貴行合作推廣之單位、其他與貴行有業務往來之機構、依法有調查權機關或金融監理機關。 4. 方式: 以自動化機器或其他非自動化之利用方式。
  - (四)依據個資法第三條規定,台端就 貴行保有的個人資料得行使下列權利:
    - 1. 得向貴行查詢、請求閱覽或請求製給複製本,而貴行依法得酌收必要成本費用。
    - 2. 得向貴行請求補充或更正,惟依法立約人應為適當之釋明。
    - 3. 得向貴行請求停止蒐集、處理或利用及請求刪除,惟依法本行因執行業務所必須者,得不依存戶請求為之。
  - (五)台端倘不提供個人資料所致權益之影響:台端得自由選擇是否提供相關個人資料,惟若拒絕提供相關個人資料者,貴行將無法進行必要之審核 及處理作業,致無法提供相關商品或服務。
- 十二、立約人對於本服務所生疑義,得向 貴行公告之服務電話申訴 (目前申訴專線為 0800-818-001)。
- 十三、本約定書主要內容英譯部份僅供參考,如與中文之文義歧異時,應以中文為準。

外幣金額 Amount	支票號碼 Check No.	發票日期 Issuing Date	付款行 Paying Bank		發票人 Drawer	
申請人即立約定書人中英文名稱:Name of Applicant				個人戶申請人之生日:Date of Birth (for Individual)		
			存入帳號:A/C No.			
(簽章)			性質別:□612 旅行剩餘退匯 □510 贍家匯款 □其他:			
身分證號或統一編號:I.D. No.				姓名:Name		
地址及電話:Address&TEL.NO.			Agent	身分證號:I.D. No.		
				電話:TEL.NO.		
□本筆係本行售出旅行支票買回。 □以託收方式辦理。						
□擬以買入方式辦理,該戶含本筆累計未銷帳買入光票共 美元						
是否可行,呈請「核示」						
				覆核	經辦	

## AGREEMENT FOR NEGOTIATION/COLLECTION OF FOREIGN CURRENCY BANKNOTES AND CHECKS

TO: Cathay United Bank ("the Bank")

Applicant hereby guarantees that the foreign currency banknotes and checks presented are clean and not fraudulent or counterfeit. It is understood and agreed that all banknotes and checks described below are received and collected for transmission at the Applicant's risk by mail or other means and may be routed circuitously through the correspondent that the Bank appointed as the collecting agent subject to the correspondent's rules and regulations for collections. The Bank assumes no responsibility for any negligence, misconduct, default, failure or insolvency of any correspondent.

If the negotiated or collected banknotes or checks are dishonored or short of original amount due to any reason, regardless whether the original checks have been returned or not, the Applicant shall, without any delay, refund the full amount the Bank has paid and expenses incurred immediately upon the notification of the Bank. It is also understood that the Applicant shall pay the interest from the date of payment to the date of refund according to Bank's prevailing applicable interest rate in the original currency. If the refund is made in NTD, the interest charged by the Bank will be based on the prevailing NTD prime rate plus 1%.

Once the checks negotiated are dishonored for any reason, according to the Check Clearing for the 21<sup>st</sup> Century Act as stipulated by the U.S., the Applicant agrees that the Bank may debit the Applicant's account for a returned check image or a returned photocopy of a paper check, without receipt of, or review of, the paper check associated with the returned check image. The Applicant acknowledges and agrees that, in the event a check is returned for any reason, the Applicant may receive a returned check image or a returned substitute check, instead of a returned paper check. If other countries have similar acts or regulations in place, aforementioned shall be applied as well.

It is hereby agreed that checks collection is subjected to the latest version of UNIFORM RULES FOR COLLECTIONS as published by INTERNATIONAL CHAMBER OF COMMERCE.

Applicant agrees to indemnify the Bank and hold it harmless from and against any and all actions, claims, suits, fines, penalties arising out of the Bank's performance under this agreement or any damages, costs and expenses relating to any breach of this Agreement by the Applicant.

This Agreement shall be governed by and construed in accordance with the laws of Republic of China.

The applicant agrees with your bank to collect, process, use and transmit internationally the applicant's personal data based on the specific purposes for deposit and remittance businesses. The applicant who is an individual, has accepted and understood the contents of the provisions in Article 8 of Personal Data Protection Act listed in the Deposit Agreement of your bank. The applicant who in accordance with the law should set the legal representative, the guardian, the auxiliary or other representative (hereinafter referred to as "each representative"), each representative has known that he/she should provide relevant information voluntarily, contract and consult with your bank necessarily. Each representative also has known that your bank will collect, process, use and transmit internationally his/her personal data within the scopes that have described the former contents.

Inform the bank of any possible and relevant inquiry of the applicant through the service line as announced.

(service line: 0800-818-001)

The original version of this agreement is in Chinese language, the English version of the Agreement is for your reference only. If any inconsistency exists the Chinese version shall always prevail.