

**Application for**  
 **Export Bill Negotiation**    **Collection under L/C**

To: Cathay United Bank

Date:        /        /        (yyyy/mm/dd)

The company, \_\_\_\_\_ (the "Applicant"), hereby applies for export bill negotiation or collection under L/C with Cathay United Bank Co., Ltd. (the "Bank"). The Applicant agrees to comply with the terms and conditions under this application (the "Application") and sends the Bank herewith the following:

The L/C (No. \_\_\_\_\_) issued by \_\_\_\_\_ Bank, the draft (No. \_\_\_\_\_) under the L/C, and (or) shipping documents as required by the L/C (please tick blow boxes) for the amount: \_\_\_\_\_.

Commercial Invoice    B/L or AWB    Insurance Policy    Packing List  
 Cert. of Origin    Custom Invoice    Others

If the proceeds under the Application are advanced (change to collection under L/C if the Bank declines the advance) or received by the Bank, the Bank shall pay the amount of proceeds after deducting the interests and expenses (if any) as follows:

1. Please credit the advanced payment to the Applicant's account no.: \_\_\_\_\_ with the Bank, and negotiate the subject drafts/documents in  currency under the L/C  \_\_\_\_\_ (other currency) for amount: \_\_\_\_\_.
2. Please credit the collected proceeds to the Applicant's account no.: \_\_\_\_\_ with the Bank for amount: \_\_\_\_\_.
3. Please purchase the subject drafts/documents in accordance with the "Assignment (Forfaiting) of Export L/C" submitted by the Applicant after acceptance by the issuing bank, and  
 credit the proceeds of discounting to the Applicant's account no.: \_\_\_\_\_ with the Bank.  
 repay the advance described in item 1 above with the proceeds of discounting.
4. Please credit the advanced payment and negotiate the subject drafts/documents according to the payment method described under item 1 above after acceptance by the issuing bank.
5. Please use the proceeds to repay any Applicant's foreign currency loans, New Taiwan Dollar loans or export loans with the Bank.
6. Others: \_\_\_\_\_

Applicant:  
 Unified Business Number:  
 Tel. No.:  
 Address:

\_\_\_\_\_  
 (Specimen Signature / Seal)

Supervisor:

Facility approved by:

Handler:

Chop Verification:

[The last page of this Application is the additional terms; the Applicant fully understands and agrees such terms, and will keep the last page for its own record. If there is a spread or attachment in the Application, please affix a paging seal.]

## **Terms and Conditions**

### **General Terms**

1. The Bank shall follow Regulations Governing Foreign Exchange Business of Banking Enterprises or other relevant laws/regulations prescribed by the government authorities to pay the settlement proceeds and provide the certificate of foreign settlement in accordance with the payment method stipulated in previous page.
2. Unless otherwise stipulated, the export bill negotiation/collection under L/C is subject to the latest version of "Uniform Customs and Practice for Documentary Credits" published by the International Chamber of Commerce.
3. The Applicant agrees to be responsible for any loss which may occur through fluctuation of the exchange rates during the time the Bank is reviewing the documents provided by the Applicant (e.g., Commercial Invoice) before negotiation/collection or resulting from delays in negotiation/collection upon the Bank's delivery or any incompleteness or discrepancy(ies) in the documents, and the Applicant agrees and undertakes that the Bank will not be held responsible for any such losses.
4. The Applicant fully recognizes that when the Bank claims for reimbursement, the reimbursing bank or issuing bank will directly deduct various fees (including but not limited to wire/cable costs, discrepancy fees or the like) from the amount claimed. The Applicant agrees that the Bank may, in reliance on the relevant SWIFT message, statement or any other notice from the said bank(s), directly deduct such amount from the Applicant's account with the Bank or from any other payment that the Applicant applies with the Bank for other export bill negotiation, collection under L/C or other export collections.
5. In the event that the documentary drafts and/or accompanying documents are (deemed) destroyed or lost during the delivery, or delivery of documentary drafts and/or accompanying documents to the location of payment is delayed due to an accident such as delivery to a wrong address, the Applicant, unless otherwise provided by laws/regulations or required by the competent authorities, upon notification by the Bank and without any legal proceedings, shall immediately make a new documentary bill according to the records on the Bank's account book, and furnish the accompanying documents under the L/C (including shipping documents) to the Bank.
6. The Applicant authorizes the Bank or the Bank's correspondence bank to deliver the documentary bills and/or accompanying documents in any manner deemed appropriate by the Bank or the Bank's correspondence bank.
7. The relevant information provided by the Applicant for this Application shall be used in accordance with the relevant facility agreement with the Bank (if any). The Applicant further grants authorizations and agrees that the Bank and any financial institutions the Applicant deals with (or dealt with) may, for purposes of the evaluation of credit risks and regulatory compliance (including compliance with applicable international regulations), collect, process, use and cross-border transfer with each other the relevant information provided by the Applicant to the Bank or to the aforementioned financial institutions for conducting financial businesses and services. The Bank may not use any of such information for purposes other than the above, unless otherwise agreed by the Applicant.
8. The Applicant agrees to pay the Bank in full for any fees arising from the negotiation or collection application under the L/C, including but not limited to handling fee, postage, disbursements, advanced taxes and duties (all taxes and duties shall be borne by the Applicant), and insurance premiums.

### **Export Bill Negotiation Terms**

1. The Applicant guarantees that the Bank will duly receive proceeds stipulated under previous page and that the Applicant shall perform all duties and obligations according to the terms and conditions under the Bank's facility agreement and relevant export bill negotiation terms, and shall hold the Bank harmless for any damages and losses suffered due to providing the advance under the documentary draft. In the event of non-payment on the draft or non-acceptance of the draft amount in whole or in part due to any reason, the Applicant agrees, upon receipt of the Bank's notice, to repay to the Bank the principal of the advance with interest, together with any other costs and expenses incurred, in the original currency of the advance or equivalent New Taiwan Dollar (the converted rate is the selling rate of the original currency in accordance with the applicable rate in the spot exchange posted by the Bank on the date of negotiation). The Applicant waives all rights of defense, and shall not contest the payment of debt in any way whatsoever, to the maximum extent permitted by law.
2. The Bank shall have the right to accept or reject the Applicant's request for advancing by another currency (the "Currency") other than the currency stated in the L/C. If the Bank accepts such request, the advance will be paid by the Bank in the Currency (the "Currency Advance Amount") converted from currency of the set amount of L/C on the date of advance. The Applicant unconditionally agrees to reimburse all losses in the Currency or New Taiwan Dollar if the amount in the currency of L/C that the Bank ultimately receives is less than the Currency Advance Amount after conversion and compared in the Currency. Unless otherwise agreed, the aforementioned conversion rate shall be that of equivalent New Taiwan Dollar converted respectively from the buying rate of L/C currency and the selling rate of the Currency in accordance with the applicable buy/sell rate in the spot exchange posted by the Bank at the time of transaction.

### **Collection Terms**

1. If there is any change of the Applicant's address, the Applicant shall immediately notify the Bank of the change in writing. In the absence of the notice or when such notice is not received by the Bank before sending all documents or notices, all documents or notices sent by the Bank shall be deemed as duly served, after regular mailing (transmission) time, to the address indicated in this Application, the address in the signature card provided by the Applicant to the Bank, or the address as last notified by the Applicant to the Bank.
2. The Applicant agrees the Bank may pursuant to law or the requirements of the competent authorities, provide the Applicant's loan information to third parties for inquiry, and agrees the Bank may provide the Applicant's credit investigation report, loan information (including past-due debts, collection and bad debts records), and financial, bills and credit information to the Joint Credit Information Center (the "JCIC") for profiling, and further agrees this profiling information may be available to the financial institution members of the JCIC.
3. The Applicant agrees the Bank and the JCIC, Taiwan Clearing House, the National Credit Card Center of R.O.C. (NCCC), Financial Information Service Co., Ltd., credit guarantee institutions established as approved by the government, parties assigned with (including re-assigned) and/or participating in (or intending to be assigned with and/or participate in) the loans in which the Bank is a debtor or creditor, debt appraisal specialists, parties appointed by the Bank to handle matters on its behalf, financial institutions the Bank is dealing with, or other local or foreign institutions handling financial matters (including the Society for Worldwide Interbank Financial Telecommunication, SWIFT) may, to the extent consisting with their scope of business or special purposes such as business needs set forth in the articles of association, collect, process, use and cross-broader transfer information about the Applicant. The Applicant is willing to notify the Bank promptly when there is a change to this information. In case the Applicant is a legal person, this information should include the personal information of its responsible person.
4. The governing law of this Application shall be the laws of the Republic of China (Taiwan). The place of performance of this Application is at the business place of the Bank. Any legal disputes in connection with or arising from this Application shall be submitted to the competent court where the business place of the Bank is located. The Applicant shall fully indemnify the Bank against all related costs and expenses arising therefrom, including but not limited to litigation costs and attorney fees allowed by laws/regulations.