



華南商業銀行 香港分行 HUA NAN COMMERCIAL BANK, LTD.

(INCORPORATED IN TAIWAN, WITH LIMITED LIABILITY)

HONG KONG BRANCH

委託傳真交易指示彌償書 Facsimile Instruction Indemnity

致：華南商業銀行股份有限公司 香港分行(下稱“本行”)

To: Hua Nan Commercial Bank, Ltd. Hong Kong Branch (the “Bank”)

1. 申請人謹此要求本行接受並執行申請人或聲稱由申請人發出關於由本行提供的服務或於本行開立的帳戶的任何傳真、指令、通知或要求(下稱“傳真指示”)，惟本行保留根據本彌償書的條款及細則拒絕接受或執行傳真指示的權利。
The Applicant hereby requests the Bank considers to accept and execute any facsimile instruction, directions, communications or requests (“Facsimile Instruction”) in connection with the service provided by or account maintained with the Bank given by the Applicant or person purports to be the Applicant provided always that the Bank reserves the Bank’s right to refuse to accept or execute the Facsimile Instruction subject to the terms and conditions herein.
2. 致客戶風險披露聲明 Risk Disclosure Statement To Client
申請人同意接受包括但不限於以傳真方式發出指示所存在下列風險：
The Applicant agree to accept the risks associated with instruction given by way of the Facsimile which include, without limitation, the following risks:-
 - (a) 以傳真並非安全及可靠方式，必需承擔傳送系統失效的風險；
Facsimile is not a secure and reliable means of giving instruction or direction and exposed to the risk of failure in connection with transmission system;
 - (b) 傳真指示可能遭受非法截取及未經授權或偽造的風險所影響；及
Facsimile Instruction is subject to the risk of unauthorized intercepted and unauthorized or forged alteration; and
 - (c) 傳真指示亦存在傳送延遲或誤傳給其他收件人的風險。
Facsimile Instruction is also subject to the risk of delay in transmission or wrongful transmission to unintended recipient.
3. 鑒於本行不時同意接受及執行傳真指示，申請人向本行陳述、保證及承諾：
In consideration of the Bank from time to time agreeing to accept and execute the Facsimile Instruction, the Applicant hereby represents and warrants to and undertakes with the Bank that:-
 - (a) 本行可要求傳真指示須載有本行不時指定的識別代碼或鑒別裝置；
the Bank may require the Facsimile Instruction to contain an identification code or test device stipulated by the Bank from time to time;
 - (b) 在本行決定的某些情況下，本行在按傳真指示行事前可要求申請人以本行指定的方式確認傳真指示及可保留權利拒絕接受或執行傳真指示而毋須給予任何理由。此外，本行毋須為拒絕接受或執行傳真指示而導致申請人所承受損失或損害而承擔任何責任；
the Bank may require from the Applicant confirmation of any of the Facsimile Instruction in such form as the Bank may, under circumstances determined by the Bank, specify before executing on the same and reserve the Bank’s rights to refuse to follow or execute the Facsimile Instruction without offering any reason. Further, the Bank shall not be liable to any loss or damages the Applicant may suffer or sustain by reason of the Bank’s refusal to accept or execute the Facsimile Instruction;
 - (c) 儘管就任何傳真指示而言，存在於任何錯誤、誤解、不清楚、欺詐、偽造或並無授權，只要銀行或其職員於真誠地相信該等傳真指示於發出時屬於真確，不論發出指示當時之情況或交易之性質或金額，銀行有權執行該等傳真指示，同時對申請人有絕對約束力。銀行對此行事而使申請人遭受之任何損失或損害毋須負責；
regardless of the circumstances prevailing at the time of the Instructions being given or the nature or amount of the transaction and notwithstanding any error, misunderstanding, lack of clarity, fraud, forgery or lack of authority in relation to the Facsimile Instructions, the Bank shall be entitled to execute Facsimile Instructions and the same is absolutely binding on the Applicant so long as the Bank or the Bank’s employees genuinely believes the same to be true when given. The Bank shall not be liable to the Applicant for any losses or damages sustained by the Applicant as a result thereof.
 - (d) 除本行與申請人另有協議外，申請人於傳真指示傳送到本行後，須即時將傳真指示的正本遞送到本行。本行毋須因未能收到傳真指示的正本而引起的一切後果承擔任何責任。此外，申請人同意及聲明，申請人須為送遞傳真指示的正本予本行負上全部責任。倘若正本因任何原因未能於一個月內送達本行，則本行有權將傳真指示作為有關已提供的服務及/或執行的交易的最終及終局性的證據；
unless otherwise agreed between the Bank and the Applicant, the Applicant shall forward the original hard copy of the Facsimile Instruction to the Bank immediately following the transmission of the Facsimile Instruction. The Bank will not be liable for any consequence whatsoever if the original hard copy of the Facsimile Instruction is or has not been received by the Bank. Further, the Applicant agrees and declares that it is the Applicant’s sole responsibility to send the original hard copy of the Facsimile Instruction to the Bank. Should the original hard copy fail to reach the Bank within one month for whatsoever reason, the Bank shall be entitled to treat the Facsimile Instruction as final and conclusive evidence in relation to the relevant service rendered and/or transaction affected;
 - (e) 凡以傳真機發出的傳真指示而隨後將正本送交本行，則申請人保證正本必清楚註明該傳真指示曾以傳真機發出及日期。本行毋須承擔任何因正本欠缺該附註而引起的一切直接或間接的後果，包括但不限於本行按傳真指示作出雙重付款或資產調撥及其他申請人因雙重付款或資產調撥而承受或蒙受的任何損失或損害；
where any of the Facsimile Instruction is given by facsimile machine and followed by delivery of the original thereof, the representation made by the Applicant that it has been given by facsimile machine together with the date of the facsimile shall be unequivocally annotated on the original hard copy. The Bank will not be held liable for any result, directly or indirectly, due to the absence of such annotation in any case including, without limitation, duplicated payment or transfer of asset and any loss or damage suffered or sustained by the Applicant arising from the duplicated payment or transfer of asset.
 - (f) 對於因本行無法控制的任何原因，包括但不限於傳送或通訊設施因任何原因損壞或失效，或因任何其他原因導致傳送或通訊無法進行或發生延誤或錯誤，導致本行未能或延遲按傳真指示行事，本行毋須承擔任何責任；及
the Bank will not be liable for any failure or delay in executing on any of the Facsimile Instruction by reason of any cause beyond control including, without limitation, any breakdown or failure of transmission or communication facilities for whatsoever reason, or breakdown of or delay or error in transmission or communication for any other reason; and
 - (g) 對於本行依照上述任何傳真指示行事而直接或間接引起之所有索償、法律行動、責任、損失及支出(包括法律費用)，申請人須向本行作出全面的彌償。
The Applicant will fully indemnify the Bank against all claims, proceedings, liabilities, losses and expenses (including legal costs) resulting directly or indirectly from the Bank acting on any of the Facsimile Instruction.
4. 申請人同意及接受：
The Applicant agree and accept that:
 - (a) 申請人傳真發出的指示均須傳送至本行傳真機號碼：(852) 2824-2111 或由本行指定的傳真機號碼，否則傳真交易指示將被視為未傳送；
All instructions given by way of facsimiles shall be transmitted to the Bank facsimile number: (852) 2824-2111 or such other facsimile number as the Bank may from time to time designate. Otherwise, the respective Facsimile Instructions shall be deemed not to have been transmitted and given to the Bank;
 - (b) 本行毋須為控制範圍以外的任何事件負責，包括但不限於任何設備或轉換介面或傳輸被攔截等所產生的錯誤、失效與故障；
The Bank shall not be responsible for any matters beyond its control, including, but not limited to, any error, failure or breakdown in any equipment or interface with or interception of any transmission;

5. 申請人授權本行在任何申請人於本行的帳戶中借記款項，以解除申請人按本彌償書對本行的責任。
The Bank is authorized to debit any of the Applicant's account with the Bank in discharge of the Applicant's liability to the Bank hereunder.
6. 當申請人多於一個人時，本彌償書的陳述、保證、承諾及彌償均被視作由所有申請人共同及分別地作出。
Where the Applicant is more than one person, the representations, warranties, undertakings and indemnities given herein shall be deemed to be given by all the Applicants jointly and severally.
7. 如本行未主張或延遲行使本彌償書所述任何權利、權力或補償，並不視為放棄有關權利、權力或補償。若本彌償書所載的任何條款或細則構成違法、失效或不可執行，其他條款及細則不會因而受到影響。
No failure or delay by the Bank in exercising any right, power or remedy shall be a waiver thereof. If any term or condition herein becomes illegal, invalid or unenforceable, then the remaining terms and conditions shall not be prejudiced thereby.
8. 本彌償書在各分面均受香港法律管轄並依據香港法律解釋。申請人不可撤銷地接受香港法院的非專屬司法管轄權管轄，但本行可在本行選擇的其他有司法管轄權的法院強制執行本彌償書。
This Indemnity shall be governed by and construed in all respects in accordance with Hong Kong law. The Applicant irrevocably submits to the non-exclusive jurisdiction of the Hong Kong Courts but the Bank shall be entitled to enforce this Indemnity in courts of other competent jurisdiction as the Bank may select.
9. 申請人已經細閱、明白及同意接受本委託傳真指示彌償書條款的約束。
The Applicant has read, understood and agreed to be bound by this Facsimile Instruction Indemnity.
10. 被授權與本行確認傳真指示交易之照會人員如下：
The particulars of the contact person(s) authorized to confirm the Facsimile Instructions with the Bank is/are as follows:

照會順序 Sequence No.	被授權人姓名 Attorney's Name	被授權人身份證/護照號碼 Attorney's I.D./Passport No.	被授權人電話號碼 Attorney's Phone No.
1			
2			
3			

※請提供被授權人身份證/護照影印本。

Please attach I.D./Passport copy of Attorney.

11. 倘若本彌償書的中英兩種語言版本之間存在差異，以英文版本為準。
In the event of any inconsistency between the Chinese and English versions of this Indemnity, the English version shall prevail.

申請人簽署

Customer's Signature : _____

帳戶名稱

Account Name : _____

帳戶號碼

Account No : _____

日期

Date : _____ / _____ / _____

(YYYY/年) (MM/月) (DD/日)

經理

副襄理/部主管

經辦

S.V.