

传真委托指示承诺书(传真补偿书)

Facsimile Indemnity

致：华南商业银行(下称“本行”)

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

1. 申请人仅此要求本行接受并执行申请人或声称由申请人发出关于由本行提供的服务或于本行开立的账户的任何传真指示、指令、通知或要求(下称“传真指示”), 惟本行保留根据本补偿书的条款及细则拒绝接受或执行传真指示的权利。

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. 鉴于本行不时同意接受及执行传真指示, 申请人向本行陈述、保证及承诺: —

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) 本行可要求传真指示须载有本行不时指定的识别代码或鉴定装置;

the Bank may require the Facsimile Instruction to contain an identification code or test device stipulated by the Bank from time to time;

(b) 在本行决定的某些情况下, 本行在按传真指示行事前可要求申请人以本行指定的方式确认传真指示及可保留权利拒绝接受或执行传真指示而毋须给予任何理由。此外, 本行毋须为拒绝接受或执行传真指示而导致申请人所承受或蒙受的损失或损害承担任何责任;

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) 尽管就任何传真指示而言, 存在于任何错误、误解、不清楚、欺诈、伪造或并无授权, 祇要银行或其职员于真诚地相信该等传真指示于发出时属于真确, 不论发出指示当时之情况或交易之性质或金额, 银行有权执行该等传真指示, 同时对申请人有绝对约束力。银行对此行事而使申请人遭受之任何损失或损害毋须负责;

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) 除本行与申请人另有协议外, 申请人于传真指示传送到本行后, 须实时将传真指示的正本递送到本行。本行毋须因未能收到传真指示的正本而引起的一切后果承担任何责任。此外, 申请人同意及声明, 申请人须为递送传真指示的正本予本行负上全部责任。倘若正本因任何原因未能于一个月送达本行, 则本行有权将传真指示作为有关已提供的服务及/或执行的交易的最终及终局性的证据;

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) 凡以图文传真机发出的传真指示而随后将正本送交本行, 则申请人保证正本必清楚注明该传真指示曾以传真机发出及传真日期。本行毋须承担任何因正本欠缺该附注而引起的一切直接或间接的后果, 包括但不限于本行按传真指示作出双重付款或资产调拨及其他申请人因双重付款或资产调拨而承受或蒙受的任何损失或损害;

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) 对于因本行无法控制的任何原因, 包括但不限于传送或通讯设施因任何原因损坏或失效, 或因任何其他原因导致传送或通讯无法进行或发生延误或错误, 致使本行未能或延迟按传真指示行事, 本行毋须承担任何责任; 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) 对于本行依照上述任何传真指示行事而直接或间接引起之所有索偿、法律行动、责任、损失及支出(包括法律费用), 申请人须向本行作出全面的补偿。

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.

3. 申请人授权本行在申请人于本行的任何账户中借记款项, 以解除申请人按本补偿书对本行的责任。

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.

4. 当申请人多于一个人时, 本补偿书的陈述、保证、承诺及补偿均被视为由所有申请人共同及分别地作出。

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.

5. 本补偿书在各方面均受中国法律管辖并依据中国法律解释。

This Indemnity shall be governed by and construed in all respects in accordance with China law.

6. 申请人已经细阅、明白及同意接受本补偿书条款的约束。

The Applicant has read, understood and agreed to be bound by this Facsimile Indemnity.

主账号 A/C NO.:

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账户名称 NAME :

授权照会人员:

1. 姓名: _____

电话: _____

2. 姓名: _____

电话: _____

(公司公章+法定代表人/负责人印章+签字)

申请人同意签署 Signature(s) of the Applicant

日期(Date):

主管:

经办:

R01-2015.05