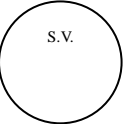


請用正楷填寫及在適當方格內加上“✓” Please use block letter & tick appropriate box				<input type="checkbox"/> 電匯 CABLE TRANSFER		<input type="checkbox"/> 銀行電子過賬系統 CHATS		銀行編號 Bank Ref: _____		TRN (20)	
致 創興銀行有限公司(「貴行」): To Chong Hing Bank Limited (“Bank”): 本人(等)已詳閱、瞭解和同意接受列於有關匯款之聲明及條文,茲委託 貴行根據該等條款代辦下列匯款。 I / WE HEREBY REQUEST THE BANK TO EFFECT THE FOLLOWING REMITTANCE SUBJECT TO THE DECLARATION AND CONDITIONS OF REMITTANCE, WHICH I / WE HAVE READ, UNDERSTOOD AND AGREED TO ACCEPT.				(1) 支賬賬戶號碼 Debit Account No. _____ 費用支付賬戶 Charge Account No. _____ (如與上述支賬賬戶不同請註明 If different from above debit account no.)		匯率 Rate @ _____ 金額 Amount _____ 電報 Cable _____ 費用 Charges _____		<div style="text-align: center; font-weight: bold; margin-bottom: 10px;">代理銀行費用 CORRESPONDENT'S BANK CHARGES</div> <input type="checkbox"/> 從匯款中扣除 Deduct from remittance amount [SHA] <input type="checkbox"/> 從本人(等)匯款賬戶扣除 Charge my / our account as stated in above Debit Account [OUR] <input type="checkbox"/> 從賬戶扣除 Charge my / our Account No. _____ (71A)			
遠期外匯合約號碼 (如適用) Forward Contract Deal No. (if applicable) _____		匯款貨幣及金額 (2) Remittance Currency and Amount: _____ 大寫 In Words: _____ <div style="text-align: right;">(32A)</div>		匯款用途 Payment Purpose _____ (只適用於人民幣電匯往中國 Only applicable for RMB cable transfer to China)							
(3) 收款人往來銀行的名稱及地址 Name and address of Beneficiary's Banker _____ _____ _____ SWIFT Code _____ (57A)											
收款人往來銀行之代理行名稱及地址 (非必要填寫) Name and address of correspondent of Beneficiary's Banker (Optional) _____ _____ _____ SWIFT Code _____ (56A)											
(4) 收款人之賬戶號碼 Account No. of Beneficiary _____ 收款人名稱 Name of Beneficiary _____ 收款人地址 / 電話 Address / Telephone of Beneficiary _____ _____ _____ <div style="text-align: right;">(59)</div>											
(5) 附言(不超過 10 個中文或 50 個英文字母) Message (Not over 10 Chinese characters or 50 English letters) _____ _____ _____ <div style="text-align: right;">(72)</div>				本人(等)確認並同意 貴行可向香港以外的第三者提供本人(等)的個人資料以執行本匯款指示。 I / We acknowledge and agree that in carrying out these remittance instructions, my / our personal data may be transferred to third parties located outside Hong Kong.							
<div style="display: flex; justify-content: space-between; align-items: center;"> <div> 申請人姓名 Name of Applicant _____ 電話 Telephone _____ </div> <div style="text-align: right;"> 申請人簽署 Signature(s) of Applicant  </div> </div>											
銀行專用 For the Bank's Use Only											
Manager	Checker	Teller	ID Checked	Maker Initial	Hit Detected (Y – Alert ID / N)	False Alert	Matched & Approved	Others			
				Bene. Bank Country	<input type="checkbox"/>						
Exceed Amount				Beneficiary	<input type="checkbox"/>						
Date	ZSET	NDIV	Initial	Message 1	<input type="checkbox"/>						
				2	<input type="checkbox"/>						

Declaration and Conditions of Remittance

In consideration of the processing by Chong Hing Bank Limited ("Bank") at my/our request of my/our Remittance Application form, I/We as the applicant agree and undertake to be bound by these Declarations and Conditions of Remittance ("Conditions").

1. In the event that the Remittance is applied for settling merchandise trade transaction with Beneficiary of the People's Republic of China ("PRC") involving delivery of goods across the PRC border as permitted by the relevant authorities (the "Trade Settlement"), we agree, confirm and undertake that (a) the Trade Settlement is genuine; (b) the period for settlement of any Trade Settlement, the period for shipment and the delivery of goods as set out in the related sales contracts, invoices, agreements, bills of lading, warehouse receipts, delivery notes, customs declaration forms, transport documents and other documentation, which have been or will be provided to the Bank, shall not fall outside the utilization period of the Remittance as prescribed by the Bank at its sole discretion from time to time (the "Time Limit"); (c) any Remittance not utilized will be held in [my/our RMB Savings Account during the Time Limit and be offered by me/us for sale to the Bank in accordance with paragraph 4 below upon expiry of the Time Limit; and (d) the Remittance shall not be utilized by me/us for any purposes other than settlement of Trade Settlement.
2. I/ We declare and warrant that all the information and materials provided from time to time in my/our application and all other information and documents in connection with any Trade Settlement provided by me/us to the Bank are true, genuine, legal, updated, complete and not misleading.
- 3.1 I/ We undertake and confirm that (a) all Exchange Transactions are at all times subject to and in compliance with all applicable laws, rules, regulations, restrictions, directions, guidelines, codes and the likes issued by any relevant authorities or regulators and also any other related terms and conditions and supplement as may be issued by the Bank from time to time (altogether called "Relevant Guidelines"); (b) the Bank is fully authorized by me/us to reject or cancel any of my /our instructions that are or may be, in the opinion of the Bank, in violation of any of the Relevant Guidelines, and the Bank does not and will not assume any responsibility or liability to me/us for the consequences arising out of or in connection with such rejection or cancellation.
- 3.2 I/we irrevocably and unconditionally undertake to indemnify the Bank on demand against all liabilities, demands, actions, proceedings, claims, losses, damage, taxes, costs and expenses (including without limitation to legal fees on a full indemnity basis and other expenses reasonably incurred) which may be brought against the Bank or which may be suffered or incurred by the Bank, or which may arise or have arisen (whether directly or indirectly) as a result of or in connection with any breach of this undertaking or Conditions at any time.
- 3.3 Without prejudice to any other rights that the Bank may have, the Bank may inform the relevant authorities or regulator of any breach of these Conditions and/or the Relevant Guidelines and disclose to them any information relating to the breach as the Bank shall deem appropriate without advance notice to me/us.
- 4.1 In the event that (a) I/We notify the Bank that any Trade Settlement is cancelled and I/We intend to settle other Trade Settlement with the Remittance, we agree to provide to the Bank immediately my/our instructions on remittance or payment and all sales contracts, invoices, agreements, bills of lading, warehouse receipts, delivery notes, customs declaration forms, transport documents and other documentation relating to such other Trade Settlement; (b) a PRC bank is not able or fails to process the remittances or payment of the Remittance to any Beneficiary or rejects the remittance or payment based on technical error (e.g. insufficient information, inaccurate information etc.), I/We agree to provide the Bank immediately with further instructions on remittance or payment within the time limit as advised by the Bank.
- 4.2 I/We understand and further agree that in the event that: (a) the remittance or payment of the Remittance to any Beneficiary is rejected by any relevant authorities or any other person, resulting in the Remittance being returned to the Bank in whole or in part (the "Returned Remittance"); (b) the remittance or payment instruction of the Remittance is rejected by the Bank; (c) any Remittance is not utilized for settling Trade Settlement within the Time Limit; (d) I/We instruct the Bank to sell the Remittance during the Time Limit; (e) I/We fail to provide all sales contracts, invoices, agreements, bills of lading, warehouse receipts, delivery notes, customs declaration forms, transport and other documentation (as the Bank may from time to time require) relating to the Trade Settlement within the period prescribed by the Bank at its sole discretion; or (f) as may be required by any relevant authorities or under any Relevant Guidelines, the Bank to convert it back to HKD at the exchange rate at the date of refund without notice to me/us or my/our consent. In such case of insufficient fund, I/We further agree and authorize the Bank to convert the RMB back to HKD at the exchange rate at the date of refund, such that any charges or losses arising out of or in connection with such conversion will be deducted from my/our RMB Savings Account without notice to me/us or my/our consent.
- 4.3 I/We fully understand and acknowledge the risks that may be involved in the currency exchange transactions, such conversion (including without limitation to the risks of fluctuation of exchange rates) and I/We shall be solely liable for all losses, damages, costs, expenses, fees and charges resulting therefrom or otherwise in connection therewith.
5. The Bank shall not be responsible for any loss or damage due to delay in payment or in giving advice of payment, loss of items in transit or otherwise, mutilation, error, omission, interruption or delay in transmission or delivery of any item, letter, communications, telegram or cable, or the actions of our correspondents or agents, or declared or undeclared war, censorship, blockade, insurrection, civil commotion, or any law, decree, regulation, control, restriction or other act of a domestic or foreign government or other group or groups exercising governmental powers, whether de jure or de facto, or any act or event beyond the Bank's control.
6. I/We have carefully checked and clearly confirmed all payment instructions set forth in my/our Remittance application.
7. The Bank may transmit the message for cable transfer in explicit language, code or cipher at the Bank's sole discretion, and shall not be responsible for any loss, delay, error or omission which may occur in the transmission of the message, or for the Bank's misinterpretation when received.
8. I/We shall make my/our own enquiries and the Bank is not obligated to advise me/us as regards any exchange control or any similar restriction which may be imposed by the local laws or regulations of the locality/country to which the remittance is to be dispatched, and the Bank shall not be responsible for any loss or delay resulting from any such control or restriction.
9. The Bank shall not be responsible for any loss or delay resulting from any such other charges, which may be imposed by the Bank's correspondents or agents in relation to the remittance. The correspondence bank charges may vary, and the Bank will be notified of the exact charges if they are on remitter's account. The Bank will debit the charges or set off from the designated account without prior notice or my/our consent.
10. The Bank shall arrange for the remittance to be effected in the local currency of the locality/country in which payment is to be made where specific instructions are not given by me/us to the contrary.
11. I/ We agree that the Beneficiary shall be responsible for all charges (if any) incurred outside Hong Kong in relation to the remittance where specific instructions are not given by me/us to the contrary. If I/we intend the Beneficiary to receive full payment without any deduction of such charges, I/we shall insert "IN FULL" after the remittance amount in words in the application form, in which case I/we shall bear such charges.
12. Where the Bank is unable to quote a firm exchange rate, the Bank shall effect the remittance using a provisional exchange rate, subject to any adjustment when the actual exchange rate is ascertained. Any difference between the two rates in question shall be debited (or credited, as the case may be) to my/our account.
13. The Bank may have the remittance effected elsewhere other than the place specified by me/us if in the Bank's view that the circumstances so require or otherwise reasonable.
14. Applications received by the Bank after its designated cut-off time will only be processed on the next Business Day.
15. I/ We shall specify the value date on the Remittance Application Form if payment is to be made on a particular date.
16. Applications for same day value are subject to the relevant cut-off times in respect of the geographical locations of the destinations in question as the Bank may see fit.
17. Money dispatched outside Hong Kong will usually reach its destination between 3 to 5 Business Days from the date of the Bank's approval of the application (before cut off time). The Bank will not be responsible for any delay that may arise from the correspondence banks (such as bank holidays at the destination or regulatory / compliance control requirements) through which the remittance is sent.
18. Where a Beneficiary does not maintain an account with the Bank's correspondent or agent in the locality/country in which the payment is to be made, delay may occur depending on the clearing system of such locality/country and the action taken by the Beneficiary's bank in collecting such payment. The Bank shall not be responsible for any loss or otherwise resulting from any such delay.
19. The Bank shall make refund or cancellation pursuant to my/our request only if and after the Bank has received confirmation from the Bank's correspondents or agents of effective cancellation of the remittance in question. In the case of funds which have already been converted into foreign currencies by the Bank, the Bank's correspondents or agents, the Bank shall make refund only on the basis of the amount actually received from the correspondents or agents, and at the Bank's buying rate on the day of refund. I/We shall reimburse the Bank for any and all expenses incurred by the Bank, the Bank's correspondents or agents in connection with the remittance in question.
- 20.1 A person who is not a party to the Remittance application (called "third party" under this Clause) will have no right under the Contracts (Rights of Third Parties) Ordinance to enforce any provision of this remittance agreement/ Conditions or Remittance terms or to enjoy any other benefit. For the avoidance of doubt, the Conditions and Remittance terms may be rescinded, varied or supplemented without consent by, or notice to, any third party in all circumstances.
- 20.2 Subject to the Conditions and Remittance terms shall be governed by, and construed in accordance with, the laws of Hong Kong Special Administrative Region of the People's Republic of China, I/We agree to submit to the jurisdiction of Hong Kong courts, Conditions and Remittance terms, the Account Rules and privacy policy of the Bank shall apply to the Remittance and Trade Settlement.

有關匯款之聲明及條件

茲因創興銀行有限公司（以下簡稱【貴行】）按照我(等)之匯款申請書，我(等)同意及承諾受有關匯款之聲明及條件（以下簡稱【聲明】）之約束

1. 若上述匯款用於完成與中華人民共和國（「中國」）收款人進行被有關監管當局批准的跨境貨物貿易交易結算（「貿易結算」）時，(a)我(等)確認該為貿易交易結算。(b)我(等)已遞交或將遞交予貴行有關貿易結算的文件證明(包括但不限於銷售合約、發票、協議、提單、倉庫收據、交貨單、海關核實的報關表格、貨運文件及其他文件中列明的付款期及裝運、交付貨物日期，不得多於不時由貴行全權決定的貿易結算指定時限（「時限」）。(c)任何尚未使用之匯款於時限內需存入我(等)之「人民幣儲蓄賬戶」；及任何未能使用之匯款將於時限完結根據下列第 4 段中的情況辦理退匯。(d)我(等)進一步確認及同意我(等)不得將匯款用於貿易結算以外的其他用途。
2. 我(等)聲明及保證此表格上所有不時提及資料、材料及我(等)遞交予貴行的其他有關貿易結算的資料及文件均為有真實、合法、已更新、完整及沒有誤導性。
- 3.1 我(等)承諾及確認(a)全部貨幣兌換交易均需要遵守有關法規及由有關監管當局的所有適用規則、規定、規條、限制、指引、守則等及任何其他由貴行或會不時發出的相關條款細則及補充文件(總稱「相關指引」)及(b)當貴行認為兌換交易違反或有可能違反任何該相關指引，貴行可全權拒絕執行或取消我(等)之任何指示。貴行毋須亦將不會為相關拒絕執行或取消所產生的結果而負上任何責任或債務。
- 3.2 我(等)確認貴行對我(等)因拒絕執行或取消任何指示所產生或由此引發之任何責任或債務恕不承擔及我(等)不能撤回地及無條件地承諾賠償貴行不時因違反該承諾或聲明而遭受或因違反該承諾而導致貴行帶來，或貴行可能受到或招致或可能對或已對貴行產生(不管直接或間接)之所有負債、要求、行動、訴訟、索償、損失、損害、稅項、成本及支出(包括但不限於以完全彌償為準則之法律費用及其他合理產生之費用)。
- 3.3 在不影響貴行可能擁有的任何其他權利的前提下，對本聲明及/或相關指引如有任何違反，貴行可以知會有關法規或監管當局，以及向有關監管當局披露貴行視為適宜的任何違反有關的所有資料。
- 4.1 如：(a)我(等)通知貴行取消任何貿易結算及我(等)有意以該匯款支付其他貿易結算，我(等)同意立即向貴行提供匯款或支付指示及其他貿易結算相關的全部銷售合約、發票、協議、提單、倉庫收據、交貨單、海關核實的報關表格、貨運文件及其他文件；及(b)國內銀行未能或未有處理該匯款或支付予收款人，或因技術錯誤(如：資料不足、資料錯誤等)而退回匯款或支付金額，我(等)同意立即在貴行指定時間內提供進一步匯款或支付指示。
- 4.2 我(等)明白及進一步同意如：(a)匯款或支付被任何有關機構或任何其他人士拒收，以致匯款被全數或部份退回到貴行（「退回匯款」）；(b)匯款或支付指示被貴行拒絕；(c)任何匯款未能於時限內用作辦理貿易結算；(d)我(等)在時限內指示貴行賣出匯款；(e)我(等)未能於指定時限內(不時由貴行全權決定)提供所有貴行不時要求有關貿易結算的銷售合約、發票、協議、提單、倉庫收據、交貨單、海關核實的報關表格、貨運文件及其他文件；或(f)如任何有關監管當局或任何相關指引有此等要求，貴行已被我(等)授權將以退匯當日匯率折算回港幣，向我(等)買入匯款以直接兌回或歸還本行，且貴行可從我(等)於人民幣儲蓄賬戶扣除退匯所須款項而毋須給予通知或獲得我(等)之同意。倘我(等)沒有足夠金額辦理退匯，我(等)進一步同意及授權貴行將以退匯當日匯率折算回港幣辦理匯款及可從我(等)於貴行之人民幣儲蓄賬戶扣除任何由退匯及買入產生或由此引發之收費及損失而毋須給予通知或獲得我(等)之同意。
- 4.3 我(等)完全明白及確認有關的貨幣兌換交易風險(包括但不限於因匯率而產生之貨幣兌換交易風險)及我(等)須負責由此引起或相關的所有損失、損害賠償、成本、支出、收費及費用。
5. 倘因下列情形而引致之任何損失，包括：款項交付或通知延誤；書函、信息、電報或其他文件在寄發或傳送中所發生之錯誤、殘缺、遺漏、中斷或延誤；有關代理行或同業之運作；戰爭、檢查、封鎖、叛變、或騷亂；本地或外國政府或其他行政機構所施行之一切法律、政令、條例、管制以至其他難以控制之事故等，貴行均毋須負責。
6. 我(等)証實經已小心參閱本匯款申請書所列出之各項匯款規條。
7. 有關此筆電匯之電文，貴行得隨意用顯淺言語，暗碼，或密碼發出。如電訊在傳送途中遺失、延誤、錯誤或遺漏、或於接獲電訊時有所誤解，貴行毋須承擔任何責任。
8. 我(等)將自行查詢有關收款國當地法律或規例所實施之外匯管制或其他類似限制，而有關該等法律或規例貴行並無知會我(等)之責任，亦毋須就匯款因該等管制及限制而引致之任何損失或延誤承擔責任。
9. 貴行毋須因同業或代理行收取費用可能收取之費用而引致任何損失或延誤承擔責任，其收費會不定時更改。如費用由匯款人支付，貴行得將被通知實際收費，並於指定戶口內扣除或抵銷而毋須給予通知或獲得我(等)之同意。
10. 如我(等)並無提出相反之指示，貴行得安排滙款以收款國之通用貨幣支付。
11. 如我(等)並無提出相反之指示，在香港以外所需之一切（如有任何）費用將由收款人承擔。若我(等)要收款人收取匯款全數而毋須扣除任何費用，我(等)必須在表格的「匯款金額大寫」之後加上「全數」兩字，在此情形下，有關費用將由我(等)支付。
12. 若貴行未能提供確定之匯率報價，則貴行得以臨時匯率辦理兌滙，並在確知實際匯率時作出調整。任何臨時匯率與實際匯率間之差額，根據實際情況而在我(等)之賬戶中扣除(或根據實際情況歸還)。
13. 如因操作情況所需或合理下，貴行得保留權利將此匯款於指定地點以外之不同地點支付。
14. 貴行若於截數後始收到匯款申請書，則會在下一個營業日辦理。
15. 如匯款須於指定日期支付，我(等)應於申請書上註明該起息日期。
16. 即日付款之匯款申請，須受目的地所在之地理區域之截數時間限制。
17. 海外匯款一般會由申請日(於截數時間前)起計 3-5 個營業日到達目的地。款項一經匯出，貴行並不會因代理銀行導致的延誤(例如當地銀行假期、法律 / 條例監控之要求)而負上責任。
18. 如收款人並無在貴行於收款地區或國家內之代理行持有賬戶，匯款或會因該種情況而延遲支付，但延後之程度則視乎當地之銀行收支系統或收款人之銀行所採用之收款情節而定。倘因該延誤而引致任何損失，則貴行毋須負任何責任。
19. 貴行可按照我(等)之要求退回或取消滙款，但必須等候接到貴行之代理行通知及證實滙款確已取消時，方能作實。如款項已由貴行或貴行之代理行折算為外國貨幣，貴行則可將實際退回之款項按照貴行退款當日之買入價折算為港幣而退給我(等)。我(等)必須負擔貴行或貴行之代理行所有因此筆退款而引起之一切費用。
- 20.1 除匯款人以外的第三方(以下簡稱"第三方")均不能透過<合約(第三者權利)條例>去執行此匯款之聲明及條件的相關利益。為免疑義,此匯款之聲明及條件在任何情況下可被撤銷，更改並補充而毋需向第三方作任何通知。
- 20.2 因此匯款之聲明及條件按照並遵循香港特別行政區法律而定，我(等)明白及同意接受香港法院的管轄權，並受匯款之聲明及條件，賬戶章則及銀行私人條例適用此匯款及貿易結算規範。

(此中文本僅供參考，如有歧異，一概以英文本為準)

Appendix 附言

RMB Payment Purpose Items and Definitions 人民幣匯款用途選項及定義

● **Applicable For Corporate Client 適用於公司客戶**

Payment Purpose Items 匯款用途選項	Definitions 定義
Corporate – Goods Trade 公司客戶 – 貨物貿易	Cross-border settlement conducted for trade in goods 跨境一般貨物貿易支付
Corporate – Service Trade 公司客戶 – 服務貿易	Cross-border settlement conducted for trade in services 跨境一般服務貿易支付
Corporate – Capital Transfer 公司客戶 – 資本項下跨境支付	Cross-border capital account transaction as approved by relevant regulatory authorities 已受相關機構核准的跨境資本賬戶項下支付
Corporate – Current Account Transaction 公司客戶 – 其他經常項目	Current Account Transaction such as remittance of profits, bonus, dividend payment, tax payment etc. 其他經常項目包括利潤、分紅、股息支付及繳交稅項等
Corporate – Charity Donation 公司客戶 – 慈善捐款	Charity Donation to non-profit making organization 慈善捐款往非牟利機構

● **Applicable For Personal Client 適用於個人客戶**

Payment Purpose Items 匯款用途選項	Definitions 定義
Personal – General For HK Residents 個人客戶 – 香港居民一般匯款	Remittance by personal client from HK to same name account holder in Mainland 香港匯款到內地同名賬戶的個人匯款
Personal – Current Transfer 個人客戶 – 經常項目轉賬	Current Account Transaction such as remittance of profits, bonus, dividend payment, tax payment etc. 其他經常項目包括利潤、分紅、股息支付及繳交稅項等
Personal – Charity Donation 個人客戶 – 慈善捐款	Charity Donation to non-profit making organization 慈善捐款往非牟利機構
Personal – Investment 個人客戶 – 投資	Personal Investment 個人投資
Personal – Payment For Goods 個人客戶 – 購物支付	Personal retail consumption 個人購物支付
Personal – Payment For Service 個人客戶 – 服務支付	Personal service consumption 個人服務支付