



日期(日/月/年) Date(DD/MM/YY)
(For Bank Use) BANK SELL
<input type="checkbox"/> ORTT (PSV Fax Switch 9893 or 9894)
<input type="checkbox"/> Advance FX (GTS Fax Switch 9517)

恒生銀行人民幣兌換指示及交易聲明 (適用於非個人客戶買入人民幣)
Hang Seng Bank Renminbi (“RMB”) Exchange Instruction & Declaration
(for non-personal customers buying RMB)

致：恒生銀行有限公司(「貴行」)
To : Hang Seng Bank Limited (the “Bank”)

甲部 Part A – 客戶及業務資料 Customer and Business Information
客戶名稱 Customer Name in Full

乙部 Part B – 貿易交易詳情 Trade Transaction Details			
貿易文件參考編號 Trade Document Reference No.	貨物類別 Type of Merchandise	交易金額 (人民幣) Transaction Amount (RMB)	擬結算日期(日/月/年) Intended Settlement Date(DD/MM/YY)
受款人名稱 (不能為個人戶口) Beneficiary Name (Must not be a personal account)			貿易戶口號碼 Trade Account No.

丙部 Part C – 人民幣兌換轉賬安排 Renminbi Exchange Transfer Arrangement		
<p>本人(等) 要求貴行安排於本人(等)的戶口進行以下人民幣兌換交易(「兌換交易」)及本人(等)明白並且同意 (a) 貴行可按貴行當時人民幣賣出價為本人(等)進行兌換交易而不作事先通知；及(b) 貴行可於收到本人(等)填妥的表格當日(「有關日期」)處理本人(等)的兌換指示，惟貴行必須於有關日期之截止時間前(由貴行不時規定)已經收妥所有貴行不時要求的相關 銷售合約、發票、協議、貨運文件及其他文件；如貴行於截止時間後方收到所有有關文件，本人(等)的兌換指示可於有關日期的下一個工作天處理。</p> <p>I/ We request the Bank to arrange for RMB exchange transaction in my / our accounts as follows (“Exchange Transaction”) and I/ we understand and agree that (a) the Bank shall effect the Exchange Transaction at the Bank’s prevailing RMB Sell Rate without prior notice; and (b) the Bank may process my/ our request on the date of the Bank’s receipt of this form as duly completed by me/ us (the “Relevant Date”) only if the Bank have already received all related sales contracts, invoices, agreements, transport documents and other documentation as the Bank may from time to time require before the cut-off time (as the Bank may from time to time prescribe) on the Relevant Date; if the Bank receives all such documents after the cut-off time, the Bank may process my/ our request on the business day immediately following the Relevant Date.</p> <p>本人(等)之人民幣兌換指示如下： My/ our RMB exchange instruction as follows:</p>		
將兌換之人民幣金額 (「基數金額」) ¹ RMB Amount to be exchanged (“the Base Amount”) ¹		
支賬戶口(「人民幣兌換支賬戶口」) ² Debit Account (the “RMB Exchange Debit Account”) ²	戶口號碼 Account Number	幣別 Currency
入賬戶口(「人民幣兌換入賬戶口」) ^{3,4} Credit Account (the “RMB Exchange Credit Account”) ^{3,4}	戶口號碼 Account Number	
其他用途 Other usage	折回戶口號碼 ⁵ Reversal Account Number ⁵	
<p>註 1. 基數金額不可多於上述交易金額或相關之人民幣匯款申請(「匯款指示」)上的匯款金額 Note: Base Amount cannot exceed the above Transaction Amount, and if a RMB outward telegraphic application (“Remittance Instruction”) is submitted with this exchange instruction, the Base Amount should not exceed the remit amount as specified in the Remittance Instruction.</p> <p>2. 如本兌換指示連同匯款指示一併遞交，「人民幣兌換支賬戶口」必須與匯款指示上用於支付匯款金額的支賬戶口相同。 If a Remittance Instruction is submitted with this exchange instruction, the RMB Exchange Debit Account must be the same as the account from which the remit amount is to be debited.</p> <p>3. 如基數金額並沒有存「人民幣兌換入賬戶口」，請註明其兌換用途及「折回戶口號碼」(適用於以下提及之「折回」及「強制買入」)。 If the Base Amount is not credited into the “RMB Exchange Credit Account”, please specify the usage of the Base Amount and a “Reversal Account Number” (applicable to “Reversal” and “Forced Purchase” mentioned below).</p> <p>4. 「人民幣兌換入賬戶口」須與「人民幣兌換支賬戶口」同名。 “RMB Exchange Credit Account” must be in the same name as the “RMB Exchange Debit Account”.</p> <p>5. 「折回戶口」必須與「人民幣兌換支賬戶口」同名。幣別則必須為人民幣。 “Reversal Account” must be in the same name as the “RMB Exchange Debit Account and the currency must be in RMB.</p>		

For Bank Use (by PSV/GTS)			
FX Purchase		FX Reversal	
Bank Sell Rate		Reversal Rate	
Deal No.		Forced Purchase Rate	
Doc Checked By		Handled By	
Date		Date	

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丁部 Part D – 聲明 Declaration

- 本人(等) 確認及承諾(a)上述基數金額將只會使用於完成與中華人民共和國(「中國」)貿易夥伴(「受款人」)進行之被有關機構允許的真實跨中國境貨物貿易交易結算(「合資格交易」)及(b)已遞交或將遞交予貴行有關合資格交易的銷售合約、發票、協議、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基數金額之指定使用期間(「使用期」)。本人(等) 確認及同意任何尚未使用之基數金額於使用期內需存放在「人民幣兌換入賬戶口」;及任何未能使用之基數金額將於使用期完結根據下列第 4 段中的情況賣予貴行。本人(等) 進一步確認及同意本人(等) 不得將基數金額用於合資格交易結算以外的其他用途。
I/ We confirm and undertake that (a) the Base Amount will only be used for settling genuine merchandise trade transaction with People's Republic of China ("PRC") trading counterparts (the "Beneficiary") involving delivery of goods across the PRC border as permitted by the relevant authorities (the "Qualifying Transactions"); and (b) the period for settlement of any Qualifying Transactions, the period for shipment and the delivery of goods as set out in the related sales contracts, invoices, agreements, transport documents and other documentation, which have been or will be provided to the Bank, should not be more than the period of utilization of the Base Amount as prescribed by the Bank at its sole discretion from time to time (the "Utilization Period"). I/ we confirm and agree that any Base Amount not utilized will be held in the RMB Exchange Credit Account during the Utilization Period and sold to the Bank in accordance with paragraph 4 below upon expiry of the Utilization Period. I/We further confirm and agree that, the Base Amount shall not be utilized by me/us for any purposes other than settlement of Qualifying Transactions.
- 本人(等) 聲明及保證此表格上所有資料及本人(等) 遞交予貴行的其他有關任何合資格交易的資料及文件均在所有方面屬真實、正確及完整。
I/ We declare and warrant that all the information contained in this form and all other information and documents in connection with any Qualifying Transactions provided by me/us to the Bank are true, correct and complete in all respects.
- 本人(等) 承諾及確認本人(等) 之全部兌換交易均需要遵守,而本人(等) 亦承諾遵守有關法律及由有關機構不時發出的所有規則、規定、守則、限制、指引等及任何其他由貴行不時發出的相關條款細則及刊物(「適用規則」)及當貴行認為兌換交易違反或有可能違反任何該適用規則,貴行可獲全權拒絕執行或取消本人(等) 之任何指示。本人(等) 確認貴行恕不承擔對本人(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及確認本人(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)。在不影響貴行可能擁有的任何其他權利的前提下,對本規則及/或適用規則如有任何違反,貴行可知會有關當局違反條款及適用規則的情況,以及若貴行視為合宜,向有關當局披露任何違規的資料。
I/ We undertake and confirm that all Exchange Transactions are at all times subject to, and I/we am/are obliged to comply with at all times, the law, and all the rules, regulations, restrictions, directions, guidelines and the likes issued by any relevant authorities governing the same and also any other related terms and conditions and publications issued by the Bank from time to time (altogether "Applicable Provisions") and the Bank is fully authorised 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 Applicable Provisions. I/we confirm that the Bank does not assume any responsibility or liability to me/us for the consequences arising out of or in connection with the rejection or cancellation and 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 at any time. Without prejudice to any other rights that the Bank may have, the Bank may inform the relevant authorities of any breach of these terms and conditions and/or the Applicable Provisions and disclose to them any information relating to the breach as the Bank shall deem appropriate without advance notice to me/us.
- 本人(等) 明白如:(a)本人(等) 通知貴行取消任何合資格交易及本人(等) 有意以該基數金額支付其他合資格交易,本人(等) 同意向貴行提供匯款或支付指示及其他合資格交易相關的全部銷售合約、發票、協議、貨運文件及其他文件;及(b)國內銀行未能處理該基數金額之匯款或支付予受款人,並因技術錯誤(如:資料不足、資料錯誤等等)而退回匯款或支付金額,本人(等) 同意在貴行指定時間內提供進一步匯款或支付指示。本人(等) 明白及同意如:(a) 基數金額匯款或支付被任何有關機構或任何其他人士拒收,以致基數金額被全數或部份退回到貴行(「退回款」);(b)基數金額匯款或支付指示被貴行拒絕;(c) 任何基數金額未能於使用期內用作結算合資格交易;(d) 本人(等) 在使用期內指示貴行賣出基數金額;(e)本人(等) 未能於指定期間內(不時由貴行全權決定) 提供所有貴行不時要求有關合資格交易的銷售合約、發票、協議、貨運文件及其他文件;或(f) 任何有關機構或條例有此等要求,貴行已被本人(等) 授權按當時的人民幣買入價或原本的人民幣賣出價計算(以對本人(等) 較不佳者為準)(「折回價」)向本人(等) 買入基數金額以還原兌換交易(「折回」),且貴行可從本人(等) 於人民幣兌換入賬戶口、折回戶口或退回款(視情況而定) 扣除折回所須款項而毋須給予通知或獲得本人(等) 之同意。倘本人(等) 沒有足夠金額折回,本人(等) 進一步同意及授權貴行按當時的人民幣賣出價或折回價計算(以對本人(等) 較不佳者為準) 強制買入基數金額(「強制買入」)及可從本人(等) 於貴行之人民幣兌換支賬戶口扣除任何由折回及強制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本人(等) 之同意。本人(等) 完全明白及確認有關兌換交易、折回及強制買入所涉及的兌換風險(包括但不限於因匯率兌換而產生之風險)及本人(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。
I/We understand that in the event that: (a) I/we notify the Bank that any Qualifying Transactions is cancelled and I/we intend to settle other Qualifying Transactions with the Base Amount, we agree to provide to the Bank instructions on remittance or payment and all sales contracts, invoices, agreements, transport documents and other documentation relating to such other Qualifying Transactions; and (b) a PRC bank is not able to process the remittance or payment of the Base Amount to a Beneficiary and rejects the remittance or payment based on technical error (e.g insufficient information, inaccurate information etc), I/we agree to provide the Bank with further instructions on remittance or payment within the time as advised by the Bank. I/We understand and agree that in the event that: (a) the remittance or payment of the Base Amount to a Beneficiary is rejected by any relevant authorities or any other person, resulting in the Base Amount being returned to the Bank in whole or in part (the "Returned Fund"); (b) the remittance or payment instruction of the Base Amount is rejected by the Bank; (c) any Base Amount is not utilized for settling Qualifying Transactions within the Utilization Period; (d) I/we instruct the Bank to sell the Base Amount during the Utilization Period; (e) I/we fail to provide all sales contracts, invoices, agreements, transport and other documentation (as the Bank may from time to time require) relating to the Qualifying Transactions within the period prescribed by the Bank at its sole discretion or (f) any relevant authorities or Applicable Provisions may so require, the Bank is authorised by me/us to revert the Exchange Transaction by buying such Base Amount from me/us at the Bank's prevailing RMB buy rate or the RMB sell rate used for the Exchange Transaction (the "Reversal"), whichever is less favourable to me/ us (the "Reversal Rate") and debiting an amount required for the Reversal from the RMB Exchange Credit Account, the Reversal Account or the Returned Fund (as the case may be) without notice or my/our consent. In the case of insufficient funds, I/ we further agree and authorise the Bank to effect a forced purchase of the Base Amount at the Bank's prevailing RMB sell rate or the Reversal Rate (the "Forced Purchase"), whichever is less favourable to me/us, such that any charges or losses arising out of or in connection with the Reversal and the Forced Purchase will be deducted from the RMB Exchange Debit Account without notice or my/our consent. I/ We fully understand and acknowledge the risks that may be involved in the Exchange Transaction, the Reversal and the Forced Purchase (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.

人民幣兌換支賬戶口授權簽署人簽署(及蓋章)
Signature of Authorised Signatory(ies) (and Chop) of RMB Exchange Debit Account

S.V.

X

人民幣兌換入賬戶口/折回戶口授權簽署人簽署(及蓋章)
Signature of Authorised Signatory(ies) (and Chop) of RMB Exchange Credit Account/the Reversal Account

S.V.

X

*The English version of this form will prevail whenever there is a discrepancy between the English and Chinese version.

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