

□	□	□	□	□	□	□	□	□	□
---	---	---	---	---	---	---	---	---	---

傳真彌償書 Facsimile Indemnity

致：合作金庫商業銀行香港分行（以下稱本行）

To：Taiwan cooperative bank 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示、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 its right to refuse to accept or execute the Facsimile Instruction subject to the terms and conditions.

2. 鑑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定裝置；
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或蒙受的損失或損害承擔任何責任；
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，祇要銀行或其職員於真誠地相信該等傳真指示時認為指示乃是真的，且不論發出指示當時之情況或交易之性質或金額，銀行有權將該等傳真指示視為業經取得客戶之充份而據以行事，同時對客戶有約束力。銀行對此行事而使客戶遭受之任何損失毋須負責；
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 given to it so long as the Bank or any of its officers or employees believes the same to be genuine when given. The Bank shall not be liable to the Applicant for any losses 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送遞到本行，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 for whatsoever executed 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;
- (e) 凡以圖文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傳真日期。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，導使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.

□	□	□	□	□	□	-	□
---	---	---	---	---	---	---	---

3. 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.
4. 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.
5. 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.

以圖章/印章代替親筆簽署彌償書 Indemnity for use of Chop/Seal in lieu of Manual Signature

1. 鑑於本行接受執行或遵從載有申請人或授權人的印章式樣（下稱“獲授權印記”）的指示（下稱“指示”），申請人在此不可撤銷地及無條件地與本行同意及承諾如下：-
- In consideration of the Bank's agreeing to accept, follow or act on any such of the Applicant's instruction (the "Instruction") bearing an impression of the Applicant's or the authorized person's chop or seal (the "Authorized Impression"), the Applicant hereby irrevocably and unconditionally agrees with and undertakes to the Bank that:-
- (a) 針對關乎無論任何性質的帳戶及/或服務的任何轉帳、付款、提款、交易或運作而言，單憑獲授權印記本身即構成足夠及終局性的授權，並對申請人具有終局性的約束力；
the Authorized Impression by itself shall be sufficient and conclusive authority for any transfer, payment, withdrawal, transaction or operation of whatever nature in respect of the account and/or service and shall be conclusively binding on the Applicant;
- (b) 本行有絕對的權利可以拒絕接受任何指示，倘若該等指示不遵從或遵守任何當時有效的本行為規管帳戶及/或服務而訂立的條款及細則（下稱“條款及細則”）；
the Bank has absolute right to refuse to accept any of the Instruction in the event that any of the Bank's terms and conditions (the "Terms and Conditions") governing the relevant account and/or service for the time being in force shall not be complied with or otherwise observed;
- (c) 倘若條款及細則與本彌償書的條文有任何差異，以本彌償書的條文為準；
if there is any difference between the Terms and Conditions and the provisions of this Indemnity, the provisions of this Indemnity shall prevail;
- (d) 本行毋須確認：
the Bank is not obliged to verify whether:
- (i) 獲授權印記是否由申請人蓋上；
the Authorized Impression is affixed by the Applicant;
- (ii) 獲授權印記是否真實或偽造；
the Authorized Impression is genuine or forged;
- (iii) 獲授權印記的蓋印是否已獲申請人的授權或已為申請人所知悉；或
the Authorized Impression has been affixed with the Applicant's authority or knowledge; or
- (iv) 任何指引是否已獲申請人妥為授權。
any of the Instruction has been duly authorized by the Applicant.
- (e) 本行對於以蓋印獲授權印記形式代替申請人的親筆簽署形式運作帳戶或使用服務所涉及、導致或引起的所有風險及損失將不承擔任何責任；
the Bank shall accept no responsibility for all risks and losses of whatever nature in connection or associated with or caused or occasioned by operating the account or using the service by means of the Authorized Impression in lieu of the Applicant's manual signature;
- (f) 倘若在任何時候，獲授權印記遺失或被竊，或申請人知悉或有合理的理由相信或懷疑獲授權印記可能於未獲申請人授權的情況下被使用，則申請人將立刻以書面通知本行有關的事宜。若本行在收到前述通知之後，但在有合理機會作出回應之前，執行任何指示，則本行毋須對之承擔責任；
the Applicant shall promptly notify the Bank in writing if at any time the Authorized Impression shall be lost or stolen or the Applicant shall have notice or reasonable ground to believe or to suspect that the same may be used or stamped without the Applicant's authority. The Bank shall not be responsible for following the Instruction provided always that it is followed before the Bank has had a reasonable opportunity to respond subsequent to the fact that such notice has reached the Bank;
- (g) 本行對接受及遵從指示而引起申請人的任何損失或損害，毋須承擔任何責任；
the Bank will not be liable for any loss or damage whatsoever suffered or sustained by the Applicant arising out of the Bank's accepting and following the Instruction;
- (h) 倘若因為本行接受指示及按該等指示行事，而蒙受或招致任何訴訟、法律行動、訟案、損失、損害、索償、支出（法律上或其他）、利息、成本及費用，則申請人保證本行不致蒙受損害或損失並對本行作出全面彌償。
the Applicant shall hold the Bank harmless and keep the Bank fully indemnified against all actions, proceedings, suits, losses, damages, claims, expenses (legal and otherwise), interests, costs and charges whatsoever suffered or incurred by the Bank howsoever arising out of the Bank's acceptance of or acting upon the Instruction.

2. 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.
3. 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.
4. 本彌償書在各方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.

合作金庫商業銀行股份有限公司是香港的存款保障計劃的成員。本銀行接受的活期存款、支票存款及年期不多於5年的定期存款受存保計劃保障，最高保障額為每名存款人HK\$500,000.00。

Taiwan Cooperative Bank, Ltd. is a member of the Deposit Protection Scheme in Hong Kong. Savings Account、Current Account and Time Deposit Account with a term not more than 5 years taken by this Bank are protected by the Scheme up to a limit of HK\$500,000 per depositor.

Signature of Customer/Applicant 客戶/申請人簽章
Name 姓名：

Signature of Customer/Applicant 客戶/申請人簽章
Name 姓名：

For bank use only 銀行內部使用		
Approver 覆核	Maker 經辦	S.V. 身份核對