

## FACSIMILE AND ELECTRONICALLY TRANSMITTED INSTRUCTION INDEMNITY

## 傳真及電子傳送交易指示彌償書

To: Mega International Commercial Bank Co., Ltd., (Incorporated in Taiwan) Hong Kong Branch ((the "Bank") which expression shall include its successors and assigns)  
致：兆豐國際商業銀行股份有限公司 香港分行（（下稱「貴行」），此詞語包括貴行的繼承人及承受人）

1. I/We, the account holder(s), hereby request the Bank to accept and act upon (but the Bank is not obliged) any instruction and/or request transmitted through facsimile and/or attached in an email to the attention to the Bank and/or other electronic means of instruction of which the Bank may consider acceptable and appropriate given by me/us in relation to all accounts, services and transactions save for those otherwise agreed between the Bank and me/us in writing (hereinafter collectively called the "Facsimile/Electronically Transmitted Instructions").  
本人(等), 帳戶持有者, 謹此要求貴行接受並執行(但貴行非必要)本人(等)發出的關於所有帳戶、服務及交易(貴行與本人(等)另有書面協議的帳戶、服務及交易除外)的任何傳真指示及/或要求, 及含關於本人(等)所有帳戶、服務及交易(貴行與本人(等)另有書面協議的帳戶、服務及交易除外)的任何指示及/或要求之電郵及/或銀行接受並認為可行之其他電子方式(以下統稱「傳真/電子傳送交易指示」)。
2. In consideration of the Bank agreeing from time to time and at any time to consider to accept the Facsimile/ Electronically Transmitted Instructions in the Bank's absolute discretion, I/we hereby warrant to and undertake with the Bank as follows: -  
鑑於貴行按絕對酌情權不時及於任何時間同意考慮接受傳真/電子傳送交易指示, 本人(等)謹此向貴行保證及承諾如下:
  - (i) Any Facsimile/ Electronically Transmitted Instructions should be transmitted to you with my/our signature(s) and / or stamp(s) which are in conformity with the specimen(s) filed with the bank.  
任何傳真/電子傳送交易指示均須載有本人(等)有效之簽字及/或蓋章, 而簽字及/或蓋章必須與貴行留存印鑑樣式相符。
  - (ii) I/We shall bear all risks arising from any of the Facsimile/ Electronically Transmitted Instructions received by the Bank and the Bank shall have no liability or responsibility whatsoever provided that the Bank follows or acts upon the Facsimile/Electronically Transmitted Instructions in good faith;  
本人(等)將會承擔因貴行所收取的任何傳真/電子傳送交易指示而產生的一切風險, 而貴行毋須承擔任何義務或責任, 惟貴行必須本著誠信作業;
  - (iii) The Bank shall be under no duty to inquire into the authenticity of any of the Facsimile/ Electronically Transmitted Instructions or the identity or authority of the person transmitting or purporting to transmit any of the Facsimile/ Electronically Transmitted Instructions if the Bank accepts the Facsimile/ Electronically Transmitted Instructions. Without prejudice to Clause 3(viii) herein, the Bank shall be entitled to treat the Facsimile/ Electronically Transmitted Instructions as duly authorized and conclusively binding on me/us irrespective of whether or not the Facsimile/ Electronically Transmitted Instructions are actually transmitted with my/our authority and knowledge; and  
若貴行接受傳真/電子傳送交易指示, 貴行無責任查證任何傳真/電子傳送交易指示的真確性, 或任何傳送或聲稱傳送傳真/電子傳送交易指示的人的身分或授權的真確性。於不影響本彌償書第 3(viii) 條條文的的前提下, 無論傳真/電子傳送交易指示的發出是否為本人(等)授權或為本人(等)所知悉, 貴行均可視傳真/電子傳送交易指示已有適當的授權及對本人(等)具有終局性的約束力; 及
  - (iv) I/We will fully indemnify the Bank and its officers, employees, agents and correspondents against all claims, demands, actions, proceedings, damages, losses, costs and expenses incurred arising out of anything done or omitted to be done pursuant to any Facsimile/ Electronically Transmitted Instructions given.  
本人(等)將對貴行及貴行的高級職員、僱員、代理人及代理銀行就其因依據所發出的任何傳真/電子傳送交易指示的作為或不作為所引起的一切索償、付款要求、訴訟、法律程序、損害、損失、費用及支出作出充分彌償。
3. I/We hereby agree and accept that: -  
本人(等)謹此同意及接受: -
  - (i) All instructions given by way of facsimiles shall be transmitted to the facsimile number (852) 2525-9014 or such other facsimile number as the Bank may from time to time designate and all instructions given by means of e-mail shall be transmitted to the email account [hk220@megaibc.com](mailto:hk220@megaibc.com) or such other email account or alternative electronic method as the Bank may from time to time designate. Otherwise, the respective Facsimile/ Electronically Transmitted Instructions shall be deemed not to have been transmitted and given to the Bank;  
所有通過傳真發出的指示均須傳送至傳真號碼 (852) 2525-9014 或由貴行不時指定的傳真號碼, 而所有通過電郵發出的指示均須傳至電郵信箱, 電郵地址如下: [hk220@megaibc.com](mailto:hk220@megaibc.com) 或由貴行不時指定的電郵信箱或其他電子方式, 否則傳真/電子傳送交易指示將被視作未有傳送到及給予貴行;
  - (ii) The Bank shall not be deemed to have received the Facsimile/Electronically Transmitted Instructions unless and until the same have actually reached and been received by the Bank and with a receipt acknowledgement from the Bank's appointed staff in such manner(s) as the Bank shall at its absolute discretion consider fit. Otherwise, the respective Facsimile/Electronically Transmitted Instructions shall be deemed not to have been transmitted and given to the Bank;  
除非及直至傳真/電子傳送交易指示實際地傳送到貴行及貴行實際地收到傳真/電子傳送交易指示, 且所有傳真/電子傳送交易指示均須獲貴行委任的職員以貴行絕對酌情認為合適的方式確認收訖, 否則, 傳真/電子傳送交易指示不會被視為有效地傳送到貴行;
  - (iii) 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;  
貴行毋須為貴行控制範圍以外的任何事宜負責, 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;
  - (iv) The Bank reserves its right to act upon the Facsimile/ Electronically Transmitted Instructions in accordance with applicable banking practice on the next business day immediately following the date of receipt of the Facsimile/ Electronically Transmitted Instructions in the event that they are transmitted to the Bank beyond the normal office hours as specified by the Bank in its absolute discretion.  
貴行保留將於由貴行酌情決定的正常營業時間後始傳送到貴行的傳真/電子傳送交易指示根據適用的銀行實務慣例於下一個營業日始行處理;
  - (v) The Bank will only act on the Facsimile/Electronically Transmitted Instructions insofar as they are in the Bank's opinion practicable and reasonable to do so and in accordance with applicable banking practices and procedures. Where it is necessary, I/we shall forthwith provide the Bank with such further relevant information. In addition, the Bank may at any time in its absolute discretion, require confirmation or verification of any or all of the Facsimile/Electronically Transmitted Instructions from me/us. I/We understand that the Bank reserves the exclusive rights on not processing the Facsimile/Electronically Transmitted Instructions until such further relevant information or confirmation is provided in due course; 倘若傳真/電子傳送交易指示切實可行及合理, 貴行方需依據適用的銀行實務慣例及程序予以執行。如有需要, 本人(等)將即時提供進一步相關資料予貴行。此外, 貴行可隨時有權酌情決定要求確認任何或所有傳真/電子傳送交易指示。本人(等)明白貴行在適時收到進一步相關資料或確認前將保留不處理傳真/電子傳送交易指示之絕對權利;
  - (vi) Any of the Facsimile/Electronically Transmitted Instructions, once given, may not be rescinded or withdrawn without the consent of the Bank. All such instructions so given and acted on by the Bank in good faith shall be conclusively binding on me/us whether or not the Facsimile/Electronically Transmitted Instructions are given by me/us or by any person purporting to be me/us;  
任何傳真/電子傳送交易指示, 一經發出, 如未得貴行同意, 均不得撤銷或撤回。所發出的一切指示經貴行本著誠信原則執行後均對本人(等)具終局性約束力, 不論傳真/電子傳送交易指示是否由本人(等)或聲稱由本人(等)所發出;
  - (vii) The Bank accepts no responsibility for any error, mistake, action or inaction out of the Facsimile/ Electronically Transmitted Instructions being equivocal, illegible or otherwise provided that the Bank has exercised due skill and diligence in acting upon the Facsimile/ Electronically Transmitted Instructions;  
倘若貴行以適當的技巧及盡責地執行傳真/電子傳送交易指示, 則貴行毋須為因傳真/電子傳送交易指示的含糊、模糊或其他原因而產生的錯誤、錯失, 作為或不作為承擔任何責任;
  - (viii) Save for those expressly provided by the Bank in writing, the original hard copy of the Facsimile/Electronically Transmitted Instructions are not required be subsequently delivered to the Bank by me/us forthwith. The Bank will act on the Facsimile/Electronically Transmitted Instructions upon receipt thereof. Subject to the foregoing provisions, a hard copy of such instructions is not required to send to the Bank by post, personal delivery or otherwise, and the Bank shall have right to treat the Facsimile/Electronically Transmitted Instructions as the final and conclusive instructions and/or directions in respect of the relevant services and/or transactions. For avoidance of duplicated instruction executed by the Bank, I/we have the obligation to ensure proper indication(s) identifying the processed transaction(s) (transmission date of facsimile/email inclusive) should be unequivocally annotated on the hard copy of the instruction in case a hard copy is required to be delivered to the Bank. The Bank shall not be liable for any direct or indirect consequences in relation to the absence of such annotation, including but not limited to duplicated payment or transfer of asset and any fault, loss or damage suffered or sustained by me/us derived from the duplicated payment or transfer of asset therein. In the event of any inconsistency between any of the Facsimile/Electronically Transmitted Instructions so received and acted on by the Bank shall prevail;  
除貴行另有書面規定外, 本人(等)毋須將傳真/電子傳送交易指示的正本遞予貴行。貴行將於收到傳真/電子傳送交易指示後予以執行, 受限於上述條文, 該等指示的正本其後毋須再以郵遞、專人送遞或其他方式送達至貴行, 且貴行有權視傳真/電子傳送交易指示為有關服務及/或交易的最終及具終局性的指示及/或指令。為免貴行重複處理相關指示, 如本人(等)被要求將正本送達貴行, 本人(等)有責任確保相關指示的正本已有合適的標記(包括傳真/電郵發送日期)註明已處理交易, 貴行並不對任何因正本欠缺該附註而引致的一切直接或間接後果而承擔任何責任, 包括但不限於貴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失責、損失或損害。倘若由貴行收受並執行的傳真/電子傳送交易指示與其正本之間有任何差異, 則以貴行收受並執行的傳真/電子傳送交易指示為準;
  - (ix) Digital format of all instructions given by e-mail or alternative electronic method should be non-modifiable and prone to read and access by the Bank (including but without limitation image file and unalterable PDF files). The Bank shall, in its absolute discretion, be entitled to determine the types of digital format acceptable to the Bank at any time and from time to time. The Bank also reserves the right at any time, at its absolute discretion, to refuse to carry out any of the Facsimile/ Electronically Transmitted Instructions given by me/us without prior notice thereof, without giving any reason therefor and without being responsible for any loss or damages suffered by me/us arising out of any such cases;  
所有通過電郵或其他電子傳送方式發出的指示必須為不可修改且能方便貴行讀取及處理之格式(包括但不限於圖像及不可修改之 PDF 檔), 貴行可不定時對貴行接受的電子格式之種類及定義擁有終局性解釋權。貴行保留可隨時有權酌情決定拒絕執行不合規格之傳真/電子傳送交易指示而毋須預先通知本人(等)及給予任何理由的權利, 貴行亦毋須為本人(等)因上述各項而蒙受的任何損失或損害承擔任何責任;

- (x) The Bank shall reserve the right at its absolute discretion not to open or process, without prior notice thereof giving any reason therefor and without being responsible for any loss or damage suffered by me/us arising out of any such cases, my/our instruction transmitted by e-mail or by alternative electronic method containing computer virus, eavesdropping program, malicious program, Trojan horse program and/or contents that are suspected to adversely affect the Bank's operations. I/We understand that I/we shall be held liable to any loss or damage suffered by the Bank arising out of the Bank opening or processing my/our instruction transmitted by e-mail or by alternative electronic method with virus or malicious program; and
- 貴行有絕對權利不開啟或不處理本人(等)含有電腦病毒、竊聽程式、惡意程式、木馬程式及/或懷疑對貴行運作有負面影響之電郵或其他電子傳送交易指示而毋須預先通知本人(等)及給予任何理由，貴行亦毋須為本人(等)因前述因由而拒絕處理交易所蒙受的任何損失或損害承擔任何責任。本人(等)明白，貴行倘因開啟或處理本人(等)通過電郵或其他電子傳送方式發出而含有病毒或惡意程式的指示而引致貴行任何損失及/或損害，本人(等)須承擔相關責任；及

- (xi) Without prejudice to the generality of the foregoing provisions, the Bank reserves the right at any time, at its absolute discretion, to refuse to carry out any of the Facsimile/Electronically Transmitted Instructions given by me/us without prior notice thereof, without giving any reason therefor and without being responsible for any loss or damage suffered by me/us arising out of any such cases. The Bank may at its sole discretion, cancel or otherwise determine the disposal of the Facsimile/Electronically Transmitted Instructions as it sees fit.

於不損害上述條文一般性的前提下，貴行保留可隨時有權酌情決定拒絕執行任何傳真/電子傳送交易指示而毋須預先通知本人(等)及給予任何理由的權利，貴行亦毋須為本人(等)因上述各項而蒙受的任何損失或損害承擔任何責任。倘若貴行認為合適，貴行可獨自酌情決定取消傳真/電子傳送交易指示或決定其處理方法。

4. Notwithstanding the foregoing provisions, the Bank may (but not obliged to) **confirm the Facsimile/Electronically Transmitted Instructions with any one of the authorized person(s) listed in the Account Opening Form/Mandate or the contact person(s) whose particulars are set out in Clause 12 hereof (as the case may be)** prior to carrying out the Facsimile/Electronically Transmitted Instructions in such manner(s) as the Bank shall at its absolute discretion consider fit. The contact person(s) is/are only authorized to confirm with the Bank the Facsimile/Electronically Transmitted Instructions but not further or otherwise. If the Bank is unable to confirm the Facsimile/Electronically Transmitted Instructions with the authorized person(s) or the contact person(s) for whatsoever reason, it is entitled to refuse to carry out the Facsimile/Electronically Transmitted Instructions or take or not take such action(s) as the Bank shall in its absolute discretion consider fit. In any event, the Bank shall not be held liable to any loss or damages suffered or sustained by me/us in connection with its refusal, action or inaction as aforesaid.

儘管存在上述條文，貴行可（但非必要）於執行傳真/電子傳送交易指示前，向表列於開戶申請書帳戶指令的任何一位授權人員或其詳細資料載列於本彌償書第 12 條條款之任何一位聯絡人（視屬何情況而定）確認。聯絡人僅被授權與貴行確認傳真/電子傳送交易指示而不涉及其他方面。倘若貴行由於任何原因未能授權人員或聯絡人確認傳真/電子傳送交易指示，貴行可以拒絕執行傳真/電子傳送交易指示或作出貴行按絕對酌情應為合適的作為或不作為。無論如何，貴行毋須為本人(等)因上述的拒絕、作為或不作為而蒙受的損失或損害承擔任何責任。

5. The Bank is authorized to debit any of my/our account(s) with the Bank in discharge of my/our liability to the Bank hereunder.  
本人(等)授權貴行借記任何本人(等)於貴行的帳戶，以解除本人(等)於本彌償書項下對貴行的責任。
6. Where the account holder consists of or the service's user is more than one person, the warranty, undertaking and indemnity given herein shall be deemed to be given by all the holders of the account or the users of the service jointly and severally.

當帳戶的持有人或服務使用者多於一個人時，本彌償書的保證、承諾及彌償均被視作由所有帳戶持有人或服務使用者共同及分別地作出。

7. The Bank may revise this Indemnity and/or introduce additional terms and conditions from time to time. Any revision and/or addition to this Indemnity shall become effective subject to the Bank giving a notice to me/us by post, advertisements, public announcement or any other means as the Bank sees fit.

貴行可隨時修訂本彌償書及/或引入增訂條款及細則。本彌償書的任何修訂及/或增訂均視為具約束力文件，惟貴行須以郵遞、刊登廣告、公告或其他貴行認為合適的方式向本人(等)發出合理通知。

8. This Indemnity shall remain in full force and effect until the Bank receives and has a reasonable time to act on, a notice of termination in writing duly signed provided that such termination shall not release me/us from any liability under the terms of this Indemnity in respect of any act performed by the Bank pursuant to any prior instruction given.

在貴行收到妥為簽署的書面終止通知，並獲得合理時間依據該通知作業之前，本彌償書依然具有全部效力及作用。但是，終止本彌償書並不會解除本人(等)對貴行依據終止前發出的指示行事須承擔的責任。

9. 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.

倘若貴行未有或延遲行使本彌償書所載的任何權利、權力或補償，並不當作放棄有關權利、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，則其他條款及細則不會因而受到損害。

10. In the event of any inconsistency between the Chinese and English versions of this Indemnity, the English version shall prevail.

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。

11. This Indemnity shall be governed by and construed in all respects in accordance with Hong Kong law. I/We irrevocably submit 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.

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。本人(等)不可撤銷地接受香港法院的非專屬司法管轄權管轄，但貴行可在貴行選擇的其他有司法管轄權的法院強制執行本彌償書。

12. The particulars of the contact person(s) authorized to confirm the Facsimile/Electronically Transmitted Instructions with the Bank is/are as follows:

獲授權與貴行確認傳真/電子傳送交易指示的聯絡人之詳細資料如下：

Contact Person(s) 聯絡人(請依號次填列優先聯絡名單)	
第 1 聯絡人	Name in Full 全名: _____ ID/Passport No. 身分證/護照號碼: _____
	Title 職稱: _____ Contact Number 聯絡電話: (1) _____ (2) _____ (3) _____
第 2 聯絡人	Name in Full 全名: _____ ID/Passport No. 身分證/護照號碼: _____
	Title 職稱: _____ Contact Number 聯絡電話: (1) _____ (2) _____ (3) _____
第 3 聯絡人	Name in Full 全名: _____ ID/Passport No. 身分證/護照號碼: _____
	Title 職稱: _____ Contact Number 聯絡電話: (1) _____ (2) _____ (3) _____
Remarks: For the avoidance of doubt, the contact person(s) is/are only authorized to confirm with the Bank the Facsimile/Electronically Transmitted Instructions but not further or otherwise( i.e. with no authority to amend account information, transaction particular and/or amount, to cancel transaction, etc.) 註：為免生疑問，聯絡人僅被授權與貴行確認傳真/電子傳送交易指示而不涉及其他方面(即：不具帳戶資料修改、交易內容及/或金額修改、交易取消的權限)。	

Date  
日期： \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
(DD/日) (MM/月) (YYYY/年)

Client's Signature(s)(applicable to Personal Account)/  
Signatures of all Joint Account Holders (applicable to Joint Account)/  
Signature(s) of Authorized Person(s) (applicable to limited company) /  
Signatures of all Partners (applicable to partnership) / Signature of Sole Proprietor (applicable to sole proprietorship) and company chop (if any)  
客戶簽署（個人帳戶適用）/所有聯名戶持有人簽署（聯名帳戶適用）/  
被授權人員簽署（有限公司適用）/所有合夥人簽署（合夥企業適用）/  
獨資經營者簽署（獨資企業適用）及公司章（如有）

S.V

For Bank Use Only 僅供銀行內部使用			
Supervisor 主管	Checker 覆核	Handling Clerk 經辦	Remarks 備註