

远程承诺与保证书
Letter of Indemnity and Undertaking
(For Remote Distance System Instructions)

致：大新银行（中国）有限公司_____分行/支行（下称“贵行”）
To: Dah Sing Bank (China) Limited_____Branch/Sub-branch (the “Bank”)

鉴于贵行应本公司/本人(吾等)要求接受本公司使用电话/图文传真/互联网(或贵行不时允许的其它远程通讯方式,包括但不限于邮件、微信等方式)向贵行发出指示,并按照指示办理相关事务,本公司/本人(吾等)特此同意及承诺:

In consideration of the Bank agreeing to accept and act on or in accordance with Instructions (as hereinafter defined) emanating or purporting to emanate from us (the “Company”)/me (us) and sent to the Bank by telephone/ facsimile transceiver / the internet (or other remote communication channels as allowed by the Bank from time to time, including but not limited to email, wechat, etc), the Company/I (we) hereby agrees and undertakes as follows:-

1. 本公司/本人(吾等)以图文传真或电话或互联网(或贵行不时允许的其它远程通讯方式,包括但不限于邮件、微信等方式)向贵行发出以下指示(统称“**该等指示**”)均视作由本公司/本人(吾等)发出及签署的文件,贵行有权按照该等指示办理相关事务,该等指示包括:

The Bank is hereby authorized to rely upon, act in accordance with and treat the following instructions emanating or purporting to emanate from the Company/me (us) and sent to the Bank by telephone/ facsimile/ the internet (or other remote communication channels as allowed by the Bank from time to time, including but not limited to email, wechat, etc) (hereinafter called “**such Instructions**”) as documents issued and signed by the Company/me (us), amongst which include:-

- (a) 跟单信用证(包括备用信用证)及/或该等信用证的修改申请。
- (b) 有关交付货物而于担保提货书上加签或运输文件背书的申请。
- (c) 接受文件与跟单信用证之间之不符点及进口单据付款。
- (d) 进口及出口贷款,议付及购买出口单据的申请及处理有关款项及文件的指示。
- (e) 授权冻结户口款项或从户口扣减款项。
- (f) 所有有关任何贸易交易而出具的其它通知、指示、文件或授权文件。
- (g) 衍生品交易申请。
- (a) Applications of Documentary Credits including Standby Letters of Credit and/or amendment thereof.
- (b) Application of Counter-signing Shipping Guarantee or endorsement of transport documents for delivery of goods.
- (c) Acceptance of discrepancy (cies) between documents and Documentary Credits and payment of inward bills.
- (d) Application for import and export loans, negotiation and purchase of export bills and instructions on disposal of proceeds, funds and documents.
- (e) Authorization to hold and debit sums in account(s).
- (f) Other notice, instructions, documents or authorization whatsoever issued in relation to any trade transaction.
- (g) Applications related to derivatives transaction.

2. 贵行有权将该等指示视为本公司/本人(吾等)对贵行的充分授权,对本公司/本人(吾等)具有法律约束力,而贵行有权但无义务采取任何贵行认为适当而与该等指示相关的行动,不论该等指示项下有关交易或安排的性质、款项的数额、不论该等指示项下条款或做出该等指示所需的授权是否正确和明确,亦不论该等指示发出时的情形,或(就传真形式发出的指示而言)有关传真指示并未包含任何拟发送的完整文件(包括任何列载于任何文件背面的条款)。

The Bank shall be entitled to treat such Instructions as fully authorized by and legally binding upon the Company/me (us) and the

Bank shall be entitled (but not bound) to take such steps in connection with such Instructions as the Bank may in good faith consider appropriate, regardless of the nature of the transaction or arrangement or amount of money involved and whether any error or misunderstanding or lack of clarity appears in the terms of such Instructions or the authority (including corporate authority) or identity of the person giving or purporting to give such Instructions and regardless of the circumstances prevailing at the time of such Instructions and (in relation to instructions issued by facsimile) notwithstanding the fact that the facsimile instructions does not contain complete copy of any document so sent (including any terms and conditions printed at the back of any document).

3. 本公司/本人(吾等)不可撤销地同意就以传真形式发送的该等指示完全承担所有后果，并承诺承担所有通过设置于本公司/本人(吾等)或其它地点的传真器材、传真机或有关其它工具发送的该等指示的风险，包括与欺诈、未经授权或不妥善使用该等指示等相关的风险，同时包括伪冒该等指示内的签署及内容，即使有关传真指示并未包含任何拟发送的完整文件。

The Company/I (we) irrevocably agrees to be fully responsible for all the consequences of such Instructions so sent by facsimile and hereby undertakes to assume the risk of fraudulent, unauthorized or improper uses of such Instructions sent by facsimile transmitter, machine or equipment either located at the Company's/my (our) place of business or otherwise including any forgery as to signature or content, notwithstanding the fact that such instructions does not contain a complete copy of any document so sent including any terms and conditions printed at the back of any document.

4. 本公司/本人(吾等)现不可撤销地同意就以互联网形式发送的该等指示完全承担所有后果，并于此承诺承担所有通过设置于本公司/本人(吾等)或其它地点的通讯或计算机服务或系统或有关其它工具发送的该等指示的风险，包括与欺诈、未经授权或不妥善使用该等指示等相关的风险，同时包括互联网上未能预计的挤塞、讯号传送的延误、错误数据的传送或被其它人伪冒该等指示的内容。

The Company/I (we) irrevocably agrees to be fully responsible for all the consequences of such Instructions so sent by the internet and hereby undertakes to assume the risk of fraudulent, unauthorized or improper uses of such Instructions sent by communication services or computer services or computer system or in relation to such Instructions transmitted by other equipment either located at the Company's /my (our) place of business or otherwise including any forgery as to signature or content and also including all unpredictable jams, delays in delivery of messages and/or documents, errors in delivery of information or forgery in the contents of such Instructions made by other person on the internet.

5. 本公司/本人(吾等)同意并承诺，按贵行的要求，赔偿贵行由于该等指示、或与该等指示相关的任何性质之损失、债务、主张、法律程序、索求、费用、款项或支出。本公司/本人(吾等)进一步同意，按贵行的要求，向贵行补还由贵行因该等指示引致或负担的付款或其它任何的支出、费用(包括但不限于法律讼费)、利息、款项及佣金。本公司/本人(吾等)于此不可撤销地授权贵行于本公司/本人(吾等)的户口(包括但不限于本公司/本人(吾等)于贵行开立的信托提货户口)扣除所有上述款项。

The Company/I (we) agrees and undertakes to indemnify the Bank on demand against all losses, liabilities, claims, actions, proceedings, demands, costs, charges or expenses of whatsoever nature and howsoever arising out of or in connection with such Instructions. The Company/I (we) further agrees to reimburse the Bank on demand for any payment effected by or any expenses, costs (including legal costs on an indemnity basis), interests, charges, commissions due or incurred by the Bank as a result of such Instructions and hereby irrevocably authorizes the Bank to debit any of the Company's/my (our) accounts including but not limited to trust receipt loan account with the Bank all such payments so effected or such costs, expenses, interest, charges or commissions so incurred by way of set-off.

6. 能源故障、工业纠纷或任何其它贵行认为适合(而不需要交待任何原因)的理由，将成为贵行没有履行任何责任的合法辩解。贵行将无需就其传真器材、传真机、计算机系统或其它工具的机械故障承担任何责任。

It shall be lawful excuses for non-performance by the Bank in case of power failure and industrial disputes or by reason of any other grounds as the Bank deems fit (without giving any reason) and the Bank shall not be held responsible for any mechanical failure of its facsimile transmitter, machine, computer system or other equipment.

7. 本承诺与保证书受中华人民共和国法律所管辖并根据该等法律解释。本承诺与保证书及其所有内容将继续具有法律效力，直至贵行收到由本公司/本人(吾等)签署的终止通知书，并由贵行妥为确认后七个营业日为止。换言之，该终止通知书必须于拟终止日期前至少七个营业日送达贵行，而七个营业日的起始日期将由贵行确认收到该终止知书日期起开始计算，惟此并不损害任何贵行于终止通知书期限届满日前所履行的任何事情及行动，包括贵行获取赔偿的权利。

This Indemnity and Undertaking shall be governed by and interpreted in accordance with the laws of the People's Republic of China. This Indemnity and Undertaking and the terms herein shall remain in force until the Bank receives at least 7 days' written notice of termination signed by the Company/me (us) and duly acknowledged by the Bank. In other words, the said notice of termination must be delivered to the Bank 7 business days before the purported date of termination and the 7-days period shall count from the date on which the Bank acknowledge the said notice of termination but without prejudice to any acts performed by the Bank prior to the expiry of the notice of termination including the Bank's right to indemnification.

8. 为免生疑问，贵行有权视通过互联网上所发的数码形式签署或传真副本上的签署(即使该签署是以数码形式作出，并附加于该有关传真上(令致该传真成为送交贵行的首个文件实体文本)为真实签署。

For the avoidance of doubt, the Bank is entitled to rely on a digital signature issued through the internet or a faxed copy of a signature as a genuine signature even if the signature was digitized and later appended to the fax (making the fax the first tangible copy of the document sent to the Bank).

9. 若本承诺与保证书由超过一名人士或公司签署，则每一签署本承诺与保证书的人士与公司均须承担连带担保责任。

If this Indemnity and Undertaking is signed by more than one person or company, then each person or company shall be jointly and severally liable under this Indemnity and Undertaking.

本承诺与保证书乃于_____年____月____日 签订。

This Indemnity and Undertaking is signed on this _____ day of _____ 20____.

[公司名称] (盖章)
授权代表签字
[Company Name] (Chop)
Authorized Signature(s)

见证人签署
Signature of Witness:

姓名
Name:
职务
Position:
地址
Address: