

Indemnity of Amendment / Cancellation / Stop Payment Request for Remittance and Cashier's Order 匯款及銀行本票修改/取消/止付彌償保證書

To: China Everbright Bank Co., Ltd., Hong Kong Branch (the "Bank")

致：中國光大銀行股份有限公司香港分行（“貴行”）

Date 日期: _____

Dear Sirs, 敬啟者:

I/we, the undersigned (the "Applicant"), hereby declare and inform the Bank that the Remittance / Cashier's Order* No. _____ dated _____ for the sum of _____ drawn in favour of _____ amendment request /has been lost /

mislaid / destroyed / stolen / not used for the purpose intended.*

本人/吾等，即下述簽署人（“申請人”）現聲明並通知貴行編號為 _____ 於日期 _____ 開出金額為 _____ 受款人為 _____ 之匯款 / 銀行本票*內容需要修改/已遺失/誤置/損毀/被竊/不適用於原定用途*。

I/we hereby irrevocably instruct, request and authorise the Bank to amend / stop payment of the said Remittance/ Cashier's Order* and further request the Bank, at such time as the Bank may think fit, with any charges incurred being deducted, to 本人/吾等現不可撤銷地指令，要求並授權貴行修改/止付上述匯款/銀行本票*並進一步要求貴行，在貴行認為合適的時間，在扣除任何發生的費用後，

☐ Refund the amount payable on the Remittance/ Cashier's Order* by crediting my / our account with the Bank, A/C No. _____

將上述匯款/ 銀行本票*支付額退還並存入本人/吾等於貴行之賬戶號碼：_____

☐ Refund the amount payable on the Remittance/ Cashier's Order* in HKD equivalent at the Bank's prevailing rate by the Bank's Cashier's Order made payable to me/us.

根據貴行現時匯率，將上述匯款/ 銀行本票*之應付金額兌換成等值港幣並透過貴行銀行本票退還本人/吾等

☐ Issue to me / us a fresh Remittance/ Cashier's Order* for the sum of _____ drawn in favour of _____ to replace the said Remittance/ Cashier's Order.*

向本人/吾等新開出金額為 _____ 受款人為 _____ 之匯款/ 銀行本票*以取代上述匯款 / 銀行本票*。

☐ For amendment instruction, please specify:- _____

修改指令，請注明:- _____

☐ For other instruction, please specify:- _____

其它指令，請注明:- _____

In consideration of the Bank's agreeing to comply or complying with my / our said instructions and requests, I/we hereby irrevocably and unconditionally (and jointly and severally if there are more than one person) agree and undertake to hold the Bank harmless and keep the Bank fully indemnified on demand against all actions, proceedings, suits, damages, costs (legal or otherwise), charges, claims, demands, interest, expenses and losses whatsoever which may be brought against the Bank or suffered, incurred or sustained by the Bank howsoever arising out of the Bank's acceptance of and acting upon the above instructions and requests for the amendment / stopping payment of the said Remittance/ Cashier's Order* or in consequence of the Bank so complying with my / our said instructions and requests or any part thereof.

鑒於貴行同意遵從本人/吾等之上述指令及要求，本人/吾等不可撤銷及無條件（若多於一人則連帶地及個別地）同意及承諾，因貴行接受並按上述指令及要求行事，或修改/止付上述匯款/ 銀行本票*，或任何因貴行遵從本人/吾等指令及要求或其任何部分而被提起任何訴訟、法律行動、訟案、或蒙受、招致、遭受任何損害、支出（法律上或其他）、索費、索償、要求、利息、費用及損失，一經貴行要求，即對貴行作出全面彌償。

I/We understand that the Bank is unable to verify immediately whether the said Remittance/ Cashier's Order* has been effected, cleared and/or paid. Under such circumstances, I/we hereby agree that the Bank will arrange to amend / stop payment on the said Remittance/ Cashier's Order* and amend / refund or issue a fresh Remittance/ Cashier's Order* for (or any other instruction specified above) the amount of the said Remittance/ Cashier's Order* to me/us, only if the Cashier's Order has not been cleared / paid or the payment has not been effected in the case

of the Telegraphic Transfer. Under such circumstances, I/we hereby authorise the Bank to deduct all the expenses and charges relating to the stop-payment request according to my/our instruction above.

本人/吾等理解，貴行無法立即核實上述匯款/ 銀行本票*是否已生效，清算和/或支付。在這種情況下，本人/吾等在此同意，僅當上述銀行本票未被清算/支付，或如屬匯款的情況付款尚未生效，貴行才會安排就上述匯款/ 銀行本票*修改/停止付款，並向本人/吾等就上述匯款/ 本票*的金額進行修改/退還或發出新的匯款/ 本票* (或上述任何其他指示)。在這種情況下，本人/吾等在此授權貴行根據本人/吾等的上述指示扣除與修改/停止支付請求相關的所有費用和收費。

I/we hereby further undertake to notify the Bank immediately in writing and to duly deliver and return the said Cashier's Order to the Bank should the same ever be recovered or found in my/our possession.

本人/吾等若收回或尋回上述銀行本票，本人/吾等有責任立即以書面通知貴行並及時歸還。

I/we also confirm that no person other than I/we or the Bank will have any right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any of the provisions of this letter.

本人/吾等現確認，除本人/吾等及貴行外，並無其他人有權按《合約（第三者權利）條例》（香港法例第623條）強制執行本保證書的任何條文或享有本條款任何條文下的利益。

I/we also confirm that I/we have been supplied with and have read the latest and relevant edition of the terms and conditions governing my/our accounts opened and maintained with the Bank. Without prejudice to the Bank's rights under this letter, this letter shall be governed by such terms and conditions.

本人/吾等現確認，本人/吾等已收到及已詳閱貴行最新版本及相關規管本人/吾等上述賬戶的條款及細則。在不影響貴行在本保證書項下的權利的原則下，本保證書受該條款及細則約束。

Yours faithfully,

誠摯的

Customer's Signature(s)

客戶簽署

(Please use the signature(s) filed with the Bank 請以銀行檔案中的簽字式樣簽署)

Name of customer

客戶名稱

* Delete if not applicable 請刪除不適用者

For Bank Use Only 銀行專用		
Signature Verified By:	Handled By:	Approved By: