

**COLLECTION ORDER FOR NEGOTIATION/
COLLECTION OF (CLEAN BILL(S), CHEQUE(S))**



To: Mizuho Bank, Ltd.
(Incorporated in Japan with Limited Liability)
Hong Kong Branch ("Bank")

Date: _____

We enclose the cheque, bill of exchange or other document specified below for **negotiation/** **collection** in accordance with the instructions stated in this application.

Applicant Name: _____

Please credit proceeds to our Account

Address: _____

No. _____ with you.

Please pay by cash.

Please debit charges from our Account

Tel No.: _____ Contact Person: _____

No. _____ with you.

Nationality: _____

Others:

Passport No: _____

We enclose the following bill(s) / cheque(s) for Negotiation/
Collection:

EACH CHEQUE MUST BE PROPERLY ENDORSED

CURRENCY (ONE APPLICATION FORM FOR ONE KIND OF CURRENCY ONLY) Please tick ✓ the appropriate ones			USD JPY OTHERS: (Please specify) _____	
BILL(S)/CQ(S) NO.	ISSUED DATE	ISSUED BY	DRAWN ON	AMOUNT
TOTAL AMOUNT OF NEGOTIATION BILL(S) / CHEQUE(S):				

FOR BANK USE ONLY			
Date Sent	Approved	Checked	Made
Date Settled	Approved	Checked	Made

Documents to be forwarded by:
 Registered Mail Courier

This application is subject to the conditions set out on the next page.

Approval for Execution:				
<input type="checkbox"/> Third Party Cheque		CL No.: _____		
<input type="checkbox"/> Payee Name differs		Rate: _____		
<input type="checkbox"/> Sanction country / Terrorist checking		<input type="checkbox"/> Others:		
	GM		BPD	OP
Ref No.	Executed on	Approved	Checked	S.V.

Authorized Signature(s) and Company Chop

TERMS AND CONDITIONS

1. The applicant of this application ("**Applicant**") agrees that the Mizuho Bank, Ltd, Hong Kong Branch ("**Bank**") may at its sole discretion select any correspondents or agents (the "**Agents**") to whom the cheque, bill of exchange or other document specified in this application (the "**Document**") may be sent for collection for the account and at the sole and exclusive risk of the Applicant. The Agent is further authorized to appoint any sub-agent ("**Sub-Agent**") to carry out the instruction in this application.
2. Without prejudice to the Bank's right of recourse against the Applicant, the Applicant hereby waives protest, notice of protest and any other notices and/or demands whatsoever. Notwithstanding the foregoing, the Bank may instruct its Agents and Sub-Agents to advise it by cable or such other method as the Bank thinks fit, of non-acceptance and/or non-payment and protest of any Document which is dishonoured and take any other steps which the Bank may think necessary to protect its interest at the Bank's sole discretion and at the Applicant's expense.
3. The Bank shall not be liable for any failure to collect any Document or any loss or damage incurred by the Applicant due to:
 - (a) the default, error, act, omission, negligence, suspension, failure or insolvency of the Bank, any Agent or Sub-Agent;
 - (b) any delay in presentation, collection or the giving of notice with respect thereto to the Applicant or between the Bank and its correspondents, any delay in remittance or transmission or delivery of any Document or its proceeds, or any delay in the arrival of any Document or its proceeds;
 - (c) any event resulting (whether directly or indirectly) in any loss of interest, loss due to exchange rate fluctuations or loss of any Document or its proceeds during transmission or delivery, or in the course of presentation and/or collection;
 - (d) any event of force majeure including without limitation declared or undeclared war, censorship, blockade, insurrection, civil commotion, breakdown or interruption of communication; and
 - (e) the operation or interpretation of any law, decree, regulation, control or act of a domestic or foreign government or its authorities.
4. The Bank the Agents and the Sub-Agents shall not be liable for any loss, damage, cost or expense of the Applicant arising out of such transaction except where such loss, damage, cost and expense is directly attributable to the fraud, negligence or willful default of the Bank.
5. The Applicant undertakes to indemnify the Bank, its Agents and Sub-Agents on demand (on a full indemnity basis) against all liabilities, losses, payments, damages, demands, claims, expenses and costs (including legal fees), proceedings or actions which the Bank, the Agent or Sub-Agent may suffer or incur under or in connection with the provision of any services to the Applicant.
- 6(a) The Applicant shall indemnify the Bank and the Bank is authorized to debit, without notice, from any account of the Applicant with the Bank, the amount of the proceeds of any Document paid to the Applicant together with any interest accrued thereon (at such rate as determined by the Bank from time to time) should the Bank fails to collect the proceeds or the Bank at any time be requested by any third party including, without limitation, any governmental agency or other authority or institution, to refund the proceeds received and collected for whatsoever reason including, without limitation, that the relevant Document is a forgery or has been fraudulently altered or that the relevant Document has otherwise been issued unlawfully or without due authority.
- 6(b) The Bank is authorized to apply the proceeds of the Documents to discharge any of the Applicant's obligations and liabilities to the Bank and to withhold such proceeds when received and collected if the Bank is requested by any third party, including without limitation, any governmental agency or other authority or institution to do so for whatsoever reason including, without limitation, that the relevant Document is a forgery or has been fraudulently altered or that the relevant Document has otherwise been issued unlawfully or without due authority.
7. Payment to the Applicant is subject to the actual receipt by the Bank of full payment in cleared funds of the proceeds of any Document. Notwithstanding any provision in this Application, the Bank retains full recourse against the Applicant in respect of any Document purchased, negotiated or against which the Bank has made an advance to the Applicant in the event of dishonour or non-payment for any reason.
8. The Applicant agrees that the Document shall be pledged to the Bank as a continuing security for all the Applicant's obligations and liabilities to the Bank, whether present or future, absolute or contingent, and whether related or unrelated to the transaction contemplated in this Application and in whatever currency such obligations and liabilities may be denominated.
9. The Bank may amend the terms of this application at any time, subject to giving the Applicant 30 days' prior notice (unless such amendment is not within the Bank's control) of the relevant amendment. If the Bank, in its reasonable opinion, considers that it is not practicable to notify the Applicant by written notice, notice shall be deemed to be duly given to the Applicant by displaying such notice at its branch offices for 30 consecutive days.
10. In this Application, words denoting the singular shall include the plural and vice versa and words importing a gender shall include every gender. If this Application is executed by more than one party, the obligations and liabilities of each of the parties are primary as well as joint and several and the Bank will be at liberty to release, compound with or otherwise vary or agree to vary the liability of any one without prejudicing or affecting the Bank's rights and remedies against the others.
11. This Application is also subject to the General Customer Agreement as revised, amended and modified from time to time and any other agreement(s) previously signed and delivered by the Applicant to the Bank or any one of The Dai-ichi Kangyo Bank, Ltd., The Fuji Bank, Ltd. and The Industrial Bank of Japan Ltd. before their consolidation and merger into the Bank. In case of conflict, terms of this Application shall prevail to the extent of conflict.
12. This Application is governed by and shall be construed in accordance with the laws of the Hong Kong Special Administrative Region ("**Hong Kong**") and the Applicant agrees to submit, to the non-exclusive jurisdiction of the Hong Kong Courts.