

外汇业务申请书（结售汇/外汇买卖）

APPLICATION FOR FOREIGN CURRENCY TRANSACTION



致：瑞穗银行（中国）有限公司 TO: MIZUHO BANK (CHINA),LTD.
现向贵行申请下列业务 WE/ I HEREBY APPLY FOR TRANSACTION(S) AS FOLLOWINGS

请参见申请书背面有关银行业务的条件和条款 PLEASE REFER TO THE REVERSE SIDE HEREOF FOR THE TERMS AND CONDITIONS OF BANK TRANSACTIONS
请填写粗线框内的各栏并在相应的格子内以 × 符号表示 PLEASE FILL OUT THICK LINED BOXES IN BLOCK LETTERS AND MARK WITH WHERE PERTINENT

				申请日 Application Date (YYYY / MM / DD)			
CUSTOMER USE ONLY							
申请人 Applicant							
希望交易日 Expected Value Date		(YYYY / MM / DD)					
业务种类 Type of Transaction		<input type="checkbox"/> 结汇 Foreign Currency to RMB <input type="checkbox"/> 外汇买卖 Foreign Currency to Foreign Currency		<input type="checkbox"/> 购汇 RMB to Foreign Currency <input type="checkbox"/> 提现（仅适用于柜面） Cash Withdrawal			
		<input type="checkbox"/> 即期 SPOT <input type="checkbox"/> 远期定期 Forward Fixed		<input type="checkbox"/> 远期择期 Forward Optional		币种 Currency 币种 Currency	
		Ref No: _____ (仅远期使用，请参考Confirmation of Foreign Exchange)					
币种/金额 Currency/Amount		币种 Currency		金额 Amount			
购汇资金用途/结汇资金来源 Purpose of purchasing foreign currency/Source of Incoming Foreign Currency:		交易编码 Transaction Code		交易附言 Transaction Remark		“编码”请参考“国际收支申报编码表”	
付款方信息 Applicant's Information		人民币账户 RMB Account		付款行 Bank Name 瑞穗银行（中国）有限公司			
		外币账户 Foreign Currency Account		付款行 Bank Name 瑞穗银行（中国）有限公司			
收款方信息 Payee's Information		<input type="checkbox"/> 款项存入本司在贵行账户 Credit my/our account with your bank		人民币账户 RMB Account		账号 Account No. H10 - -	
				外币账户 Foreign Currency Account		账号 Account No. F15 - -	
		<input type="checkbox"/> 款项请按如下指令汇出 Please remit the fund to		人民币账户 RMB Account		收款人名称 Payee	
						收款银行 Bank Name	
				账号 Account No.			
汇款附言 Brief Remarks							
CUSTOMER USE ONLY				BANK USE ONLY			
				REF. No			
				COMMISSION（提现）			
				业务种类 Type of Transaction <input type="checkbox"/> 即期 DD SPOT DD			
向贵（们）或我（们）的代理人支付现金时，收到的签字样本应如下列所示 PAY CASH TO ME/US,OR MY/OUR REPRESENTATIVE WHOSE SPECIMEN SIGNATURE IS PROVIDED BELOW AGAINST SIGNED RECEIPT _____ 代理人姓名 NAME OF REPRESENTATIVE _____ 代理人签字样本或身份证号码 REPRESENTATIVE SIGNATURE/NUMBER OF IDENTITY CARD _____ 收到认可 ACKNOWLEDGEMENT OF RECEIPT _____ 印鉴章（签名或章） AUTHORIZED SIGNATURE		SIGNATURE VERIFIED		Compliance Check			
		CHECK	MADE	CHECK	MADE		
		INPUT CHECK					
		APPROVED		CHECKED	MADE		

TERMS AND CONDITIONS OF BANK TRANSACTION

(REMITTANCE)

1. Application for Remittance. When the Customer applies to the Bank for remittance of funds, it shall complete and execute such forms as may from time to time be prescribed by the Bank.
2. Handling Office. The remittance applied for by the Customer may be handled by (i) the Bank acting through the Branch or any other office of the Bank, (ii) any other bank designated by the Bank (the "Remittance Handling Bank") acting through any of its offices, or (iii) both. The Bank or the Remittance Handling Bank may at its discretion determine matters relating to (i) use of codes and ciphers, and (ii) choice of institutions handling the remittance and means of conveyance.
3. Change of Currency. If the remitted currency is not the currency of the country or the district to which the remittance is made, the remittance shall become payable to the payee in other currency selected by the Bank or the Remittance Handling Bank than the remitted currency at the exchange rate offered or cited by the Bank or the Remittance Handling Bank, as the case may be.
4. Losses or Damages in Remittance. The Bank shall assume no liability for the following losses or damages:
 - (i) Losses or damages due to delayed delivery or loss of dispatched document and telegraph, or caused by mutilations, errors, delays or omissions in transmission, or other accidents, occurring on the part of any telegraph or cable company, or postal institution; or
 - (ii) Losses or damages due to errors, neglect, default, mistaken payment, or other accidents caused by the Remittance Handling Bank; or
 - (iii) Losses or damages due to any act or decree of any government or government agency, or any other legal or governmental restrictions; or
 - (iv) Losses or damages resulting from handling the remittance in accordance with local customs, practices and regular internal procedures of the relevant office of the Bank or the Remittance Handling Bank, as the case may be; or
 - (v) Losses or damages due to delayed delivery resulting from handling the remittance in accordance with any "cut off time" rule prescribed by the Bank or the Remittance Handling Bank, as the case may be; or
 - (vi) Losses or damages arising from the underlying transaction or act on the part of the Customer, the payee, any third party, or any combination of these parties; or
 - (vii) Losses or damages arising from an error in any of the relevant application documents or any other negligence of the Customer; or
 - (viii) Losses or damages caused by any other reason beyond the control of the Bank.
5. Remittance Message. The Bank shall assume no responsibility whatsoever for the description on the application documents submitted by the Customer to the Bank as message to the payee.
6. Charges. The Customer shall bear all charges payable to, or all expenses and costs incurred by, the Bank and the Remittance Handling Bank in connection with the remittance, the amount of which shall be conclusively calculated by the Bank.
7. Refund. Refund of remittance may be made only if all of the following conditions are satisfied:
 - (i) That the Customer has made a proper application for refund in accordance with the rules and forms prescribed by the Bank;
 - (ii) That the refund is not inconsistent, in any respect, with the laws and regulations, or the banking practices, of each country and/or district having connection with the original remittance; and
 - (iii) That the bank has been notified by all of the Remittance Handling Banks of their respective consent to the cancellation of remittance and the remitted funds have been made freely available to the Bank.If conversion of currencies is required to be conducted in order to make the refund, the Bank or the Remittance Handling Bank shall be able to adopt the exchange rate offered or cited by the Bank or the Remittance Handling Bank, as the case may be, on the date on which the relevant action is taken. The Bank or the Remittance Handling Bank shall be entitled to deduct from the funds to be refunded any charge, expense and cost arising in connection with the refund.
8. Remitter's Information. The bank shall provide the remitter's name, address and account number to the beneficiary bank, according to special recommendations of Financial Action Task Force on Money Laundering (FATF) and Chinese related regulations.

(CASH WITHDRAWAL)

9. Due to limitation of cash reserve amount, the Bank may alter the date on which, or the kind of bills and coins with which, the Customer is able to receive the cash with respect to any withdrawal. The Bank reserves the right to repay the Customer in full satisfaction of the amount credited to an Account or any part thereof and/or of the interest accrued thereon in any way and currency.
10. The Bank will assume no liability in the following cases:
 - (1) Designation of the currency is not available;
 - (2) Cash withdrawal is delayed by the reason of insufficient cash reserves.

(TIME DEPOSIT)

11. Currency and Period. Currencies in which a Foreign Currency Time Deposit may be denominated, and deposit periods for which a Foreign Currency Time Deposit may be opened and maintained, shall from time to time be designated by the Bank. The Customer shall, from among the currencies and deposit periods so designated, irrevocably select the currency in, and the deposit period for, which its Foreign Currency Time Deposit will be opened.
12. Interest. Interest shall accrue on the balance of the Foreign Currency Time Deposit with respect to the actual number of days of deposit, excluding the maturity date. Without prejudice to any provision hereof to the contrary, interest shall be payable on the maturity date or at such other times as may be approved by the Bank.
13. Early Withdrawal. The Customer may not withdraw funds in a Foreign Currency Time Deposit (whether partially or in full) prior to the maturity date unless the Customer obtains the prior written consent of the Bank. Even if the Bank consents to any early withdrawal, the Bank reserves the right not to pay the agreed interest on the Time Deposit and to deduct from the Time Deposit handling charges and any additional costs incurred by the Bank as a result of such early withdrawal.
14. Maturity Date. If the maturity date of a deposit in a Foreign Currency Time Deposit is not a Business Day or falls on a day on which banks are not generally open for business in the nation or the district in which the currency of the Account is issued, it shall instead fall on the immediately following Business Day on which banks are generally open for business in such nation or district, unless the Bank at its discretion determines that it is desirable for the deposit to mature on the last Business Day prior to the original maturity date.
15. Instruction of Renewal or Withdrawal. Instructions for renewal or withdrawal on maturity of deposits in a Foreign Currency Time Deposit shall be received by the Bank at least two (2) Business Days prior to the maturity date. In the absence of the instructions, the Bank may, at its selection, renew the deposit period (on a daily basis or for a period equivalent to the original deposit period), transfer any balance to the Customer's Foreign Currency Ordinary Deposit Account denominated in the same currency as the Foreign Currency Time Deposit. If a deposit is renewed, such interest rate as may discretionally be determined by the Bank to be prevailing on the renewal date shall be applied to the renewed deposit.