

Industrial Bank Co., Ltd (A joint stock company incorporated in P.R.C with limited liability), Hong Kong Branch (“**Bank**”)

Terms & Conditions For Use of HKD Cheques

The use of this cheque book and the cheques contained herein shall be governed by the following terms and conditions (the “**Terms and Conditions**”):

1. This cheque book must at all times be kept in a place of security, under lock and key and under the control and possession of the customer to whom this cheque book is issued (the “**Account Holder**”).
2. When this cheque book or any cheque of this cheque book is lost or stolen or otherwise mislaid, the Account Holder must immediately report such event to the Bank in writing with, in respect of any issued cheque, full particulars of such cheque’s number, amount, payee and date of issue (the “**Stop Notice**”) and give instruction to the Bank to stop payment of such cheque. The Bank will not be liable for any loss incurred by or otherwise in connection with its payment of any lost/stolen/mislaid cheque until and unless the relevant Stop Notice has been duly received by the Bank and the Bank has reasonable time to act on such Stop Notice.
3. All cheques shall only be used for drawing on the current account of the Account Holder printed on such cheques (the “**Cheque Account**”).
4. “Bearer Cheque” is made payable to any person in possession of it. “Order Cheque” is payable to a particular person whose name is written on it. “Crossed Cheque” will not be paid in cash to the holder and must be deposited into an account. For the protection of the Account Holder, the Account Holder shall delete “or bearer” on and cross all cheques not personally delivered by the Account Holder.
5. All cheques must be written in non-erasable ink or ball-pen in Chinese or English, and be signed by signature and/or chop in conformity with the specimen signature(s) and/or chop registered with the Bank (the “**Conformity Signature**”). When writing a cheque, the Account Holder must fill in the information in the designated areas. The amount to be drawn (both in words and figures) shall be written as close to each other and to the left-hand margin as possible so as to leave no space for insertions. The word “Only” shall be added after the amount stated in words. Only Arabic numerals shall be used for figures.
6. The Account Holder shall exercise all reasonable care when drawing any cheque and shall not write, issue or otherwise use any cheque by any means or in any manner which may facilitate unauthorised alteration, fraud or forgery. In particular, any alternation on any cheque must be confirmed by the Account Holder with the Conformity Signature alongside such alternation. The Account Holder acknowledges and agrees that the Bank will not assume any liability for any losses incurred by or otherwise in connection with any unauthorised alternation, fraud or forgery which cannot be readily detected.
7. The Bank reserves its right, in its opinion, to dishonour and/or return any cheque with technical error (eg. incorrectly completed, altered without authorisation, post-dated and out-of-date) or with other irregularities and to impose a service charge in respect of the dishonoured and/or returned cheques and shall not be responsible for any loss incurred by or otherwise in connection with any dishonour or return of any such cheque.
8. The Account Holder must ensure there are sufficient funds in the Cheque Account before issuing any cheque.
9. The Account Holder may request for a new cheque book by presenting to the Bank the duly completed cheque book application form specified by the Bank with Conformity Signature to the Bank. The Bank reserves its right to refuse such application at its discretion.
10. Subject to the rights of the Bank mentioned in clause 9 above, the requested cheque book shall be collected by the Account Holder or the person(s) duly authorised by the Account Holder or, if requested by the Account Holder, delivered by registered post at the Account Holder's risk and cost. To the greatest extent permitted by the applicable laws, the Bank assumes no liability for any delay or loss occasioned by such method of delivering.
11. The Account Holder, upon receiving a new cheque book, must verify the correctness of cheque serial numbers, account number and the Account Holder’s name printed thereon and the number of cheques contained therein. The Account Holder shall promptly report to the Bank if any irregularity is found.
12. For avoidance of doubt and to the greatest extent permitted by the applicable laws, the Bank shall not be liable for any loss incurred by or otherwise in connection with any failure of the Account Holder in complying with these Terms and Conditions.
13. The conditions of the General Conditions for Accounts (except to the extent expressly inconsistent therewith) shall be applicable to the use of this cheque book and the cheques contained herein with same effect.
14. If there is a discrepancy between the English version and Chinese version of these Terms and Conditions, the English version shall prevail.

港元支票使用條款及細則

本支票簿及其中所包含支票的使用應受下列條款及細則（「條款及細則」）規限：

1. 本支票簿必須時刻鎖藏於安全之處，並由本支票簿所發給的客戶（「賬戶持有人」）控制及管有。
2. 當本支票簿或本支票簿的任何支票被遺失或被竊或因其他原因被誤置時，賬戶持有人必須立即以書面方式向銀行報告該事故，就任何已簽發的支票而言，該報告須載有該支票的支票號碼、金額、收款人及簽發日期的詳細資料（「止付通知」），並向銀行發出停止該支票付款的指示。銀行將不須對因其支付任何被遺失/被竊/被誤置的支票而產生或在其他方面與此有關的任何損失負上法律責任，直至及除非銀行已正式收到相關止付通知以及銀行有合理時間按該止付通知行事。
3. 所有支票應只用作從在該等支票上所列印的賬戶持有人往來賬戶（「支票賬戶」）提款之用。
4. 「不記名支票」是指可付款予管有支票的任何人士的支票。「抬頭支票」是指可付款予支票上所書明姓名/名稱的特定人士的支票。「劃線支票」將不會以現金付款予持有人，而必須被存入賬戶。為保障賬戶持有人，賬戶持有人應在並非由賬戶持有人親自交付的所有支票上刪除「或持票人」並加上劃線。
5. 所有支票必須用不可擦除的墨水筆或原子筆，以中文或英文填寫，以及必須以與在銀行登記的簽署及/或印章式樣相符的簽署及/或印章簽署（「相符簽署印鑒」）。於填寫支票時，賬戶持有人必須於指定位置填寫資料。擬提取的金額（包括文字與數字）應將每個字盡量互相緊貼及靠左邊填寫，切勿留有空間可作加插。在大寫金額後應寫上「正」/「整」字。只應用阿拉伯數字填寫銀碼。
6. 賬戶持有人應以合理的謹慎態度簽發支票，且不得以任何可能會便利未經授權塗改、欺詐或偽造的方法或方式填寫、簽發或使用任何支票。尤其是，若在任何支票上有任何塗改，賬戶持有人必須於該塗改處旁邊以相符簽署印鑒的方式進行確認。賬戶持有人承認並同意，銀行將不會對因未能容易察覺的未經授權塗改、欺詐或偽造而產生或在其他方面與此有關的任何損失承擔任何法律責任。
7. 銀行保留權利不兌現及/或退回任何銀行認為有技術性錯誤（如不正確填寫、未經授權塗改、註明未來日期或過期）或存有其他不正常情況的支票，並可就不兌現及/或退回的支票收取服務費，以及應無須對因不兌現或退回任何支票而產生或在其他方面與此有關的任何損失負上責任。
8. 於簽發任何支票前，賬戶持有人必須確保支票賬戶中存有足夠的資金。
9. 賬戶持有人可將妥為填寫並加蓋相符簽署印鑒的銀行指明的支票簿申請表提交銀行，藉以申請新支票簿。銀行保留酌情決定拒絕該項申請的權利。
10. 受限於以上第9條所述銀行享有的權利，賬戶持有人申請的支票簿應由賬戶持有人或賬戶持有人妥為授權的人士領取，或如賬戶持有人有此要求，以掛號郵件的方式交付，而賬戶持有人須承擔有關的風險及費用。在適用法律容許的最大範圍內，銀行無須對因該交付方式而產生的任何延誤或損失承擔法律責任。
11. 賬戶持有人在收到新支票簿時，必須核實支票簿上所列印的支票序號、賬戶號碼及賬戶持有人姓名/名稱以及支票簿內所包含支票的數目是否正確。倘有任何不符，賬戶持有人應盡速向銀行報告。
12. 為免生疑問，在適用法律容許的最大範圍內，銀行無須對因賬戶持有人未遵守本條款及細則而產生或在其他方面與此有關的任何損失負上法律責任。
13. 賬戶一般條款中的條款（除明示與本條款及細則不符外）應適用於本支票簿及其中所包含支票的使用，並具有相同的效力。
14. 本條款及細則的英文版本及中文版本若有歧義，概以英文版本為準。

致：興業銀行股份有限公司香港分行  
To：Industrial Bank Co., Ltd. Hong Kong Branch

港元支票簿申請表  
HK Dollars Cheque Book Application Form

本人/吾等特此要求貴銀行就以下在本人/吾等姓名/名稱下所載之本人/吾等的往來賬戶，發給每本 \_\_\_\_\_(數目)張的港元劃線不記名 / 抬頭支票簿 \_\_\_\_\_(數目)本。

I/We hereby request your Bank to issue \_\_\_\_\_ (number) cheque book(s) each consisting of \_\_\_\_\_ (number) crossed bearer / order cheques for Hong Kong dollars in connection with my/our current account stated under my/our name below.

- 本人/吾等的代表將到貴銀行辦事處領取支票簿。如本人/吾等於貴銀行發出通知後的 \_\_\_\_\_ 個營業日內未領取該(等)支票簿，請將該(等)未被領取的支票簿以掛號郵遞方式寄予本人/吾等在貴銀行記錄中的地址/以下在本人/吾等姓名/名稱下所載的地址\*，並據此將郵費/手續費從本人/吾等設於貴銀行的任何賬戶扣除。

My/our representative(s) will collect the cheque book(s) at your office. If I/we fail to collect the cheque book(s) within \_\_\_\_\_ business days after your Bank's notice, please send me/us the uncollected cheque book(s) by registered mail to my/our address in your Bank's records / the address stated under my/our name below\* and debit the postage and handling fees from any of my/our accounts maintained with your Bank accordingly.

- 請將支票簿以掛號郵遞方式寄予本人/吾等在貴銀行記錄中的地址/以下在本人/吾等姓名/名稱下所載的地址\*，並據此將郵費/手續費從本人/吾等設於貴銀行的任何賬戶扣除。

Please send me/us the cheque book(s) by registered mail to my/our address in your Bank's records / the address stated under my/our name below\* and debit the postage and handling fees from any of my/our accounts maintained with your Bank accordingly.

吾等承諾須遵守吾等申請的支票簿封面內頁所列印的條款及細則，而該等條款及細則應被視為構成現行有效管限使用支票簿的規則之一部份。

We undertake to comply with the terms and conditions printed in the inside cover of the cheque book(s) we applied for and such terms and conditions shall be deemed to form part of the rules governing the use of the cheque book(s) for the time being in force.

客戶姓名/名稱： \_\_\_\_\_

CUSTOMER'S NAME : \_\_\_\_\_

往來賬戶號碼： \_\_\_\_\_

CURRENT ACCOUNT NUMBER : \_\_\_\_\_

通信地址： \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

\* Please delete whichever is not appropriate

\* 請刪除不適用者

銀行專用

For bank use only

核對人 Checker	輸入 Input

S.V

客戶簽署 Customer's Signature(s) / 授權簽署 Authorised Signatory(ies)