

Foreign Exchange Contract Application Form 外汇合约申请表

Applicant's name 申请人:		Phone 电话:	
Applicant's address 申请人地址:			
Foreign Exchange Contract Details 外汇合约详情			
Bank Buy Currency & Amount : 银行买入货币 & 金额	Bank Sell Currency & Amount : 银行卖出货币 & 金额	Exchange Rate : 汇率	
Transaction Date : 交易日期	Settlement Date: 合约交割日		
Account Instruction 账户指令:			
<input type="checkbox"/> Please debit our CCBL Account 借记 (扣款) 账户		A/C No. 账号:	
<input type="checkbox"/> Please credit our CCBL Account 贷记 (收款) 账户		A/C No. 账号:	

I/We declare that this application is complied with the rules and regulations of the country where the transaction of the trade and relative forex contract is made and shall agree to bear all the losses incurred by China Construction Bank Corporation Labuan Branch ("CCBL") due to unavailability of funds to settle the transaction on settlement date.

我/我们在此声明：本申请书符合国家的贸易和相关外汇合约的规则与条例。如有资金不足导致交易失败而造成贵银行损失，我/我们同意承担一切责任。

Customer(s) Signature 客户签名: _____ Date 日期: _____

Terms and Conditions Governing the Application for Trade Settlement Services Foreign Exchange Contract
申请贸易结算服务外汇合约条款与条例

The application for Foreign Exchange Contract (the "Application") made by the above signed applicant ("Applicant") is made subject to the following terms and conditions 上述签署的申请人（以下简称“申请人”）提出的外汇合同申请（以下简称“申请”）受以下条款和条例的约束：

1. China Construction Bank Corporation Labuan Branch ("Bank") may appoint any correspondent, agent or third party ("Agent") to effect the transaction. The Bank shall not be liable for any acts or defaults of the Agent 中国建设银行纳闽分行（以下简称“本行”）可指定任何代理人，代理商或第三方（“代理商”）以进行交易。本行对代理人的任何行为或过失不承担任何责任。
2. Unless settlement of payment in a different currency is allowed in the recipient country, payment shall be made in the currency of the recipient country where the Transaction is made payable. The exchange rate for payment in the currency of the recipient country shall be set by the Bank 除非收款国允许使用其他货币付款，否则应以应付交易的收款国货币付款。以收款国货币兑换的付款汇率应由本行设定。
3. The Transaction is subject to the rules, regulations or market practices of the country of payment. The Bank and/or its Agent shall not be liable for any loss or delay caused by any such rules, regulations or market practices. 交易须遵守付款国的规则，法规或市场惯例。对于任何此类规则，法规或市场惯例造成的任何损失或延误，本行和/或其代理人不承担任何责任。
4. Neither the Bank nor its Agent shall be liable for any loss or damage whatsoever due to 对于因以下原因造成的任何损失或损害，本行及其代理均不承担责任：
 - (a) any erroneous or incomplete information of the Applicant 申请人的任何错误或不完整的信息；
 - (b) unavailability of funds 资金不足；
 - (c) delays or faults of any kind in the Transaction; in any messages or instructions by mail; facsimile; telegraph or cable 交易中所产生的延误或过失；如通过邮件、传真或电报所发送的任何消息或说明；
 - (d) delay, error or failure to locate or identify the payment beneficiary 延迟，错误或未能找到或识别付款受益人；
 - (e) refusal or inability of the Agent to effect payment by reason of any law, rules, regulations, act or decree of any government 代理人因任何政府的法律，法规，规章或法令而拒绝或无法付款； or 或
 - (f) any other cause or reason whatsoever beyond the Bank's and/or its Agent's control. 本行和/或其代理商无法控制的任何原因。
5. The Applicant consents to the Bank, its officials, employees, and Agents disclosing any information regarding the Applicant's particulars, the Application, the subject matter thereof and the Applicant's accounts and affairs as the Bank shall deem appropriate for the purpose of any investigation relating to the Application made herein and any transaction connected herewith. 我行认为适用于与本申请书相关的任何调查以及与此有关的任何交易的目的，申请人同意本行，其管理人员，雇员和代理商披露有关申请人的详细信息，以及申请人的帐户和事务的任何信息。
6. The Bank reserves the right to reject the Application without having to furnish any reason for doing so. 本行保留拒绝申请的权利，而无需提供任何理由。
7. These Terms and Conditions are subject to the laws of Malaysia and the Applicant submits to the non-exclusive jurisdiction of the Courts of Malaysia. 这些条款和条例受马来西亚法律的约束，申请人须服从马来西亚法院的非排他性管辖权。
8. In the event of any inconsistency, conflict, ambiguity or discrepancy between the English text or any other version of this Terms and Conditions, the English version shall prevail.
如果本条款与条件的英文文本或任何其他版本之间存在任何不一致，冲突，歧义或不符之处，则以英文版本为准。