

農行香港分行電子支票服務申請表格 - 企業

ABCHK e-Cheques Services Application Form (Corporate)

致：中國農業銀行股份有限公司香港分行（「農行香港分行」）
To: Agricultural Bank of China Limited, Hong Kong Branch ("ABCHK")

適用於獨資商號、合夥經營商號及公司。

Applicable to Sole Proprietorship, Partnership and Corporation

請用正楷填寫本表格，並在適當方格(□)內加上"✓"號。如欄位不敷應用，請用附頁。

Please complete this application form in BLOCK LETTERS and "✓" the boxes (□) where appropriate. Please use supplementary sheets if necessary.

☒ 甲部 PART A 客戶資料 CUSTOMER INFORMATION

客戶名稱 Name of Customer Name of Customer in English 客戶名稱 (英文) Name of Customer in Chinese 客戶名稱 (中文) 	客戶號碼 (六位數) Customer Number (Six digits) <table border="1" data-bbox="1157 728 1516 784"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>						
Business Registration Type and Number 商業登記文件類型及號碼 ☐ Certificate of Incorporation Number 公司註冊證書號碼: _____ ☐ Business Registration Certificate Number 商業登記證書號碼: _____ ☐ Others 其他 (Please specify 請註明): _____							

☒ 乙部 PART B 香港郵政申請電子證書 APPLICATION FOR E-CERTIFICATE FROM HKPOST

☒ 貴司在此指示農行香港分行代表貴司向香港郵政署長（「香港郵政」）申請電子證書（銀行證書（機構）），以其使用農行香港分行之電子支票簽發服務。貴司委任以下人士為電子證書（銀行證書（機構））之授權用戶。 The Customer(s) would hereby instruct ABCHK to apply for a Bank-Cert (Corporate) for the Customer(s) from the Postmaster General of Hong Kong ("HKPost") for using ABCHK' s e-Cheques Issuance Services and the Customer(s) would appoint the following person as the Authorised User of the Bank-Cert (Corporate).
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授權用戶 AUTHORISED USER (必須和現有的管理員相同 Must be same as existing record)

請只委任農行香港分行提供予貴司之電子銀行服務下之管理員 (Please only appoint the Administrator in respect of the e-Banking Services provided by ABCHK to the Customer(s))		
用戶英文姓名 (必填) User Name in English (Compulsory)	用戶中文姓名 (如有) User Name in Chinese	身份證明文件 Identification Document (1) 香港身份證 HK Identity Card (2) 中國身份證 China Identity Card (3) 護照 Passport (4) 其他Others (請註明 Please specify)
		☐ (1) ☐ (2) ☐ (3) ☐ (4) 號碼 Number _____

其他備註: Remarks

- 閣下請於遞交申請表格至中國農業銀行股份有限公司香港分行之前，詳閱農行香港分行之適用於電子支票服務之補充條款、香港郵政之銀行證書登記人協議及香港郵政之核證作業準則。
如閣下為合夥經營商號或有限公司，申請表格必須連同已簽署之決議一併交回。合夥經營商號由所有合夥人簽署決議；如貴司為香港有限公司則需要根據公司章程之會議法定出席人數，由董事簽署決議。
Before you submit the application form to Agricultural Bank of China Limited, Hong Kong Branch, please read ABCHK' s Supplemental Terms and Conditions for e-Cheques Services, HKPost' s Certificate Subscriber Agreement and HKPost' s CPS.
The Resolutions must be signed by all partners if the Customer(s) is a partnership, or directors who constituted quorum for the meeting in accordance with its Articles of Association if the Customer(s) is a Hong Kong limited company, and be returned with the application form.
- 請閣下同時另外填寫及遞交閣下與香港郵政之銀行證書登記人協議，以向香港郵政申請發出適用於使用本行電子支票簽發服務之電子證書。
Please also complete and submit the Certificate Subscriber Agreement entered into between you and HKPost for applying to HKPost for issuance of an e-certificate for using our e-Cheques Issuance Services.
- 此服務只適用於農行香港分行之企業網上銀行客戶
This service is only for ABCHK Corporate Online Banking customer

☒ 丙部 PART C 聲明 DECLARATION

貴司知悉及確認

The Customer(s) acknowledges and confirms that:

1. 貴司已閱讀、理解及同意遵守農行香港分行之適用於電子支票服務之補充條款。
The Customer(s) has read, understood, and agreed to be bound by ABCHK' s Supplemental Terms and Conditions for e-Cheques Services.
2. 在本申請表格及附件(如有)所提供的資料均為真實及正確，並承諾如有任何變更，其當立即通知農行香港分行。
The information given in this application form and the form(s) attached (if any) is true and correct and the Customer(s) undertakes to notify ABCHK immediately for any change.
3. 貴司已被通知其責任(包括其應小心保存在使用儲存於農行香港分行內之私人密碼匙時需要的保安編碼器及其應迅速通報任何外洩或懷疑外洩私人密碼匙之事件)。
The Customer(s) has been informed of its obligations, including its duty to safeguard its security token that is required for accessing the private key stored in ABCHK, and promptly report any compromise or suspected compromise.
4. 貴司同意如農行香港分行提供予貴司之電子銀行服務下之管理員擬有更改，農行香港分行可向香港郵政通報該擬有更改而電子證書亦可能被暫時吊銷。貴司在此被提示應及時申請以新管理員為授權用戶之新的電子證書。在新的電子證書未發出前，貴司可能不被允許使用舊有的電子證書及農行香港分行的電子支票簽發服務。
The Customer(s) agrees that if the Administrator in respect of the e-Banking Services provided by ABCHK to the Customer(s) will be or is changed, ABCHK may report such change to HKPost and the e-certificate may be suspended. The Customer(s) is hereby reminded of making a timely application for a new e-certificate with the new Administrator as its Authorised User. Until a new e-certificate has been issued, the Customer(s) may not be allowed to use the previous e-certificate and the e-Cheques Issuance Services of ABCHK.
5. 貴司明白如貴司申請續期其電子證書，貴司應在有效期屆滿前按香港郵政之核證作業準則作出申請。
The Customer(s) acknowledges that in case of renewal of its e-certificate, the Customer(s) is required to make an application for renewal before expiry in accordance with the CPS of HKPost.
6. 貴司同意農行香港分行可按香港郵政之核證作業準則內的規條暫時吊銷或向香港郵政申請暫時吊銷或撤銷已發予貴司的電子證書。
The Customer(s) agrees that ABCHK may suspend or apply to HKPost to suspend or revoke any e-certificate issued to the Customer(s) in accordance with the provisions of the CPS of HKPost.
7. 如本文件(包括決議書)內之英文及中文版本有差異，概以英文版本為準。
In the event of any discrepancies between the English version and the Chinese version of this document (including the Resolutions), the English version shall prevail.

簽字章 Company Chop

於_____年_____月_____日簽署

Dated this_____ day of _____

X _____

東主 / 合夥人 / 董事 [姓名: _____] 簽署

Signature of Sole Proprietor/ Partner/ Director

(Name: _____)

For Bank Use Only

Customer Number: _____

決議書 -電子支票服務申請及電子證書(銀行證書(企業))申請

RESOLUTIONS – Application for e-Cheques Services and e-certificate

致： 中國農業銀行股份有限公司香港分行（「貴行」）

To: Agricultural Bank of China Limited, Hong Kong Branch (the “Bank”)

適用於合夥經營商號及公司Applicable to Company and Partnership

公司 / 商號名稱 _____（「客戶」）

Name of Company/Firm: _____ (the “Customer”)

決議 RESOLUTIONS:

本人/我們證明，以下為本司於 _____ (日期)舉行的董事/合夥人會議記錄的真實節錄，以下所載的決議已獲得董事/合夥人會通過及記錄在會議紀錄冊內，符合本司章程或其他公司組織文件(任何董事之利益已按該章程或其他公司組織文件作出申報)或合夥人協議(如適用)：

I/We certify that the following is a true extract from the minutes of the meeting of our directors/Partners held on _____ (date) and that the resolutions set out below were duly passed, have been recorded in the minutes book of the Company and signed therein by our chairman and are in accordance with the Articles of Association or other constitutional documents of the Company (after disclosure of any interest of our directors having been duly made in accordance with such Articles of Association or constitutional documents) or in accordance with our Partnership Agreement (where applicable):

議決 RESOLVED:

1. 客戶按附於本決議之申請表格向貴行申請使用貴行提供之電子支票服務(「申請表格」)；
the Customer applies to the Bank for e-Cheques Services to be provided by the Bank under the application form attached to these Resolutions (the “Application Form”)；
2. 客戶同時向香港郵政署長（「香港郵政」）申請電子證書(銀行證書(機構)) 以其使用貴行提供之電子支票服務，而客戶簽署客戶與香港郵政的銀行證書登記人協議。該銀行證書登記人協議(連同香港郵政之核證作業準則) 已經在本會議上被呈交；
the Customer also applies to the Postmaster General of Hong Kong (“HKPost”) for issuance of an e-certificate for using the Bank’ s e-Cheques Issuance Services and signs a Certificate Subscriber Agreement between the Customer and HKPost which was tabled at the meeting (and the CPS of HKPost was also tabled at the meeting)；
3. 該等申請及使用貴行提供之電子支票服務及香港郵政之電子證書乃符合客戶之商業利益；
the applications, the use of the Bank’ s e-Cheques Services and the HKPost’ s e-certificate are in the commercial interest of the Customer；
4. 該申請表格、貴行之適用於電子支票服務之補充條款及香港郵政之銀行證書登記人協議 (包括香港郵政之核證作業準則)已獲得通過接納；
each of the Application Form, the Bank’ s Supplemental Terms and Conditions for e-Cheques Services and the Certificate Subscriber Agreement (including the CPS of the HKPost) be approved and accepted；
5. (如客戶為合夥經營商戶)任何合夥人/(如客戶為有限公司)任何董事均被委任為獲授權代表及可代表客戶簽署及送出該申請表格、香港郵政之銀行證書登記人協議及任何與該等申請、該電子證書及貴行提供之電子支票服務有關的所有文件及通知,並可就該等申請、該電子證書及貴行提供之電子支票服務向貴行發出任何指示；及
(For Partnership) any partner/(For Company) any director be authorized to sign and despatch on behalf of the Customer the Application Form, the Certificate Subscriber Agreement and all documents and notices, and give any instruction to the Bank, under or in connection with the applications, the e-certificate or the Bank’ s e-Cheques Services; and
6. 向貴行通知此等決議。
these Resolutions be communicated to the Bank.

於 _____ 年 _____ 月 _____ 日簽署
Dated this _____ day of _____.

X _____
合夥人 / 董事 [姓名: _____] 簽署
Signature of Partner/ Director (Name : _____)

X _____
合夥人 / 董事 [姓名: _____] 簽署
Signature of Partner/ Director (Name : _____)

For Bank Use Only
Customer Number: _____

以下是香港郵政發出的證書登記人協議，請務必細閱及簽署，如有疑問或欲參閱中文版本，請瀏覽香港郵政網頁
www.hongkongpost.gov.hk

客戶名稱 Name of Customer : _____

客戶號碼（六位數） Customer Number (Six digits) : _____



CERTIFICATE SUBSCRIBER AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE PROCEEDING. YOU MUST CHECK "I AGREE" BELOW TO ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU AGREE TO IT. IF YOU DO NOT ACCEPT THIS AGREEMENT, DO NOT APPLY FOR OR ACCEPT THE ISSUANCE OF A DIGITAL CERTIFICATE.

These certificate terms of use are between the Postmaster General of Hong Kong ("HKPost") and the individual or organisation applying for a Certificate, as identified in the issued Certificate.

"CPS" refers to HKPost's written statements of the policies and procedures used to operate its Public Key infrastructure and the services it provides for the Certificate. HKPost's CPS documents are available at HKPost's web site at <http://www.hongkongpost.gov.hk/bankcert/cps/en>.

"Registration Bank" means the bank via which you submit the application for the Certificate together with this agreement.

"You" means, in the case of Bank-Cert (Personal), the Applicant/Subscriber who confirms agreeing to this agreement by checking "I Agree" below or by written confirmation by the Applicant/Subscriber, or in the case of Bank-Cert (Corporate), the Applicant/Subscriber whose Authorised Representative confirms acceptance of this agreement by checking "I Agree" below or by written confirmation from the Authorised Representative.

Unless otherwise herein defined, all terms and expressions defined in the CPS shall have the same meaning when appearing herein.

You and HKPost agree as follows:

1. Use

1.1. Agreement with the entire CPS

You agree to all provisions of the CPS regardless of whether they are specifically mentioned in this agreement. Nothing in this agreement shall prejudice the generality of the foregoing.

1.2. Information

You will provide accurate, complete, and non-misleading information to HKPost (or its Contractor) whether via the Registration Bank or otherwise at all times. If any information provided to HKPost changes or becomes misleading or inaccurate, you will promptly inform HKPost (or its Contractor) and update the information. You may not request a certificate with contents that infringe on the intellectual property rights of another entity.

You further warrant and represent that, in case of Bank-Cert (Corporate), the Authorised Representative as stated in the application for Certificates lodged by you via the Registration Bank has been duly authorised to do so. You warrant and represent that if the application is successful, you will be duly authorised to use the Certificate in the Designated Transactions specified opposite the name of the Registration Bank for the relevant type of Certificate in Appendix E in the CPS.

You further warrant that you are indeed the Applicant stated in the application submitted, and the Subscriber stated in Certificate issued.

1.3. Obligations

You agree to perform all obligations stated to be performed by an Applicant or Subscriber of a Bank-Cert (Personal) or (Corporate) in the CPS.

1.4. Application and Issue

You agree to all provisions stated in the CPS concerning the application and issuance of the Certificate. You agree that the Contractor of HKPost may appoint the Registration Bank as its sub-contractor to perform those functions stated in the CPS to be performed by the Registration Bank as sub-contractor.

1.5. License

Effective immediately after delivery and continuing until the Certificate expires or is revoked, HKPost grants you a revocable, non-exclusive, non-transferable license to use, for the benefit of the subject, each issued Certificate and the corresponding Key Pairs in accordance with the CPS and the terms of this agreement. You are responsible for any use of the Certificate and any equipment and software required to use the Certificate. You may not install or use a Certificate until after you have reviewed and verified the accuracy of the data included in the Certificate. You will promptly inform HKPost if you become aware of any breach of this agreement or misuse of a Certificate. You are responsible for obtaining and maintaining any authorisation or license necessary to use a Certificate.

1.6. Restrictions

You should not (a) share your Certificate or Private Key with another user except where permitted by the CPS, (b) use a Certificate or Private Key to make Digital Signature in transactions other than the Designated Transactions specified opposite the name of the Registration Bank for the relevant type of Certificate as stated in Appendix E to the CPS, (c) modify, sub license, reverse-engineer or create a derivative work of the Certificate (except as required to use the Certificate for its intended purpose) or Private Key, (d) use or make representations about a Certificate except as allowed in the CPS, (e) impersonate or misrepresent your affiliation with any entity or use a Certificate in a manner that could reasonably result in a civil or criminal action being taken against you or HKPost, (f) attempt to use a Certificate to issue other Certificates, or (g) intentionally create a Private Key that is substantially similar to a HKPost or third party Private Key.

1.7. Revocation

HKPost may revoke a Certificate for the reasons stated in the CPS. You may also from time to time issue a revocation request to HKPost (whether via the Registration Bank or otherwise) in accordance with the CPS.

For Bank Use Only

Customer Number: _____

1.8. Renewals

HKPost may send a reminder to you about expiring Certificates, but you are solely responsible for ensuring your Certificates are renewed prior to their expiration.

1.9. Publication of Certificate

You consent to (i) HKPost's public disclosure of information embedded in an issued Certificate, and (ii) HKPost's transfer of your information to servers located inside Hong Kong. HKPost retains a right to use any information provided by you via the Registration Bank or otherwise, provided that all such use is in compliance with its privacy policy as provided on its website. HKPost may modify the privacy policy in its sole discretion.

2. Term and Termination

2.1. Term

This agreement is effective upon your acceptance and lasts until the earlier the expiration and/or revocation date of all Certificates issued under this agreement. All rights and licenses granted to you terminate immediately upon termination of this agreement.

No consent from any person including the third parties as mentioned in paragraph 6.8 below shall be required for any termination as mentioned above, or termination or revocation or suspension of the Bank-Cert in accordance with the terms of the CPS (whether by HKPost or you unilaterally or by agreement between HKPost and you).

2.2. Survival

All provisions of this agreement that, by their nature, are intended to survive termination of the agreement and continue in full force and effect, including all provisions related to representations by you under the following sections: Publication of Certificate (Section 1.9), Disclaimers of Warranty and Limitations on Liability (Section 3), Indemnity (Section 4), Dispute Resolution (Section 5), and the Miscellaneous provisions (Section 6).

3. Disclaimers of Warranty and Limitations on Liability

3.1 Your Warranties

You agree to make all warranties and representations which are to be made by the Applicant or Subscriber of a Bank-Cert (Personal) or (Corporate) where applicable in the CPS.

3.2 Relying Party Warranties

You acknowledge that any applicable Relying Party Warranty is only for the benefit of Relying Parties. You do not have rights under the warranty, including any right to enforce the terms of the warranty or make a claim under the warranty. **"Relying Party"** means an entity that acts in reliance on a Certificate or a Digital Signature. **"Relying Party Warranty"** is a warranty provided by HKPost under the Ordinance or in the CPS.

3.3. Warranty Disclaimers.

You acknowledge and agree to all disclaimers and limitation on liabilities of HKPost as stated in the CPS including those set out in Sections 9.7 and 9.8 of the CPS.

4. Indemnity

4.1. You, as Subscriber, agree to make the indemnity set out in Section 9.9 of the CPS in favour of HKPost, the Government and other parties as mentioned in Section 9.9 of the CPS.

4.2. Additions to liability

Your indemnification obligations are not HKPost's sole remedy under this agreement or the CPS and are in addition to any other remedies that HKPost may have against you.

5. Dispute Resolution

5.1 You agree to the mode of dispute resolution as stated in Section 9.13 of the CPS in relation to any dispute arising from this agreement or the CPS.

6. Miscellaneous

6.1 Agreement

Unless explicitly stated otherwise, this agreement and the CPS, along with all other documents referred to herein, constitutes the entire agreement between the parties with respect to the issuance and use of the requested Certificate, superseding all other agreements that may exist with respect to that particular Certificate.

6.2 Amendment

HKPost may amend CPS in the manner specified in Section 9.12 of the CPS. The CPS as referred to in this agreement shall mean the CPS as from time to time amended; all your agreement herein concerning the provisions of the CPS shall relate to the CPS as from time to time amended. Subject to the foregoing, any amendment to this agreement shall be subject to the agreement of both parties (but not any of the third parties mentioned in paragraph 6.8 below).

No consent from any person including any of the third parties as mentioned in paragraph 6.8 below shall be required for any amendment as mentioned above (whether for amendment by HKPost unilaterally or for amendment by agreement with you).

6.3. Waiver

A party's failure to enforce or delay in enforcing a provision of this agreement does not waive (i) the party's right to enforce the same provision later, or (ii) the party's right to enforce any other provision of the agreement. A waiver is only effective if in writing and signed by the party against whom the waiver is claimed.

6.4. Force Majeure and Internet Frailties

Neither party is liable for any failure or delay in performing its obligations under this agreement to the extent that the circumstances causing such failure or delay are beyond a party's reasonably control. You acknowledge that the Certificates are subject to the operation and telecommunication infrastructures of the Internet and the operation of your Internet connection services, all of which are beyond HKPost's control.

For Bank Use Only

Customer Number: _____

6.5. Notices

HKPost may issue all notices to you via the Registration Bank. Vice versa, you may issue notices to HKPost via the Registration Bank or to the address or fax number or email address specified in Section 1.3 of the CPS. However, you must lodge your application for the Certificate, and receive and accept the Certificate, via the Registration Bank.

6.6. Assignment

You may not assign your rights or obligations under this agreement without the prior written consent of HKPost. Any transfer without consent is void. HKPost may assign its rights and obligations without your consent.

6.7. Severability

The invalidity or unenforceability of a provision under this agreement, as determined by a court or administrative body of competent jurisdiction, does not affect the validity or enforceability of the remainder of this agreement. The parties will substitute any invalid or unenforceable provision with a valid or enforceable provision that achieves the same economic, legal, and commercial objectives as the invalid or unenforceable provision.

6.8. Rights of Third Parties

Registration Bank, Relying Parties and the Contractors are express third party beneficiaries of your obligations and representations under this agreement that directly relate to the use or issuance of a Certificate. The Government and other parties receiving the indemnity under Section 9.9 of the CPS are also third parties receiving the indemnities as specified therein. Other than the aforesaid persons, no third parties have any rights or remedies or benefit under the agreement.

6.9. Interpretation.

The definitive version of this agreement is written in English. If this agreement is translated into another language and there is a conflict between the English version and the translated version, the English language version controls.

ACCEPTANCE

BY CHECKING "I AGREE", YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND THAT YOU WILL TO COMPLY WITH ITS TERMS. DO NOT CHECK "I AGREE" AND DO NOT PROCEED IF YOU DO NOT ACCEPT THIS AGREEMENT.

Dated this _____ day of _____.

Name of Applicant/Subscriber: _____

☒ **I AGREE**

Please check ✓ the above box to signify your acceptance of this Agreement.

(For corporate) Signed by a director/partner for

and on behalf of the Applicant/Subscriber: _____ X

Name of the signing director/partner: _____

For Bank Use Only
Customer Number: _____

For Hong Kong Branch Use Only 香港分行專用		
Handled By:	Checked By:	Approved By:
Name:	Name:	Name:
Date :	Date :	Date :