

Account Closure Request Form

To: China Construction Bank (New Zealand) Limited (“Bank”):

On _____, please close the following account with your institution:

Name of Account: _____

Account No.: _____ Current Saving Currency: _____
 (ONE Account only, for more accounts to be closed, please fill in another Account Closure Request Form)

Reason of closure: _____

Please remit/transfer any funds remaining in this account to the following bank account ^[Note]:

Bank Account No.: _____

Name of Account: _____

Detail Address: _____

Bank Name: _____ SWIFT BIC/Bank Code: _____

[1] Please read the Terms and Conditions overleaf before filling this request. On request, the Bank can provide this form to you in a different format which may make it easier for you to read (for example on A3 sized paper and using a larger font). Please contact the Bank if this would assist you.

[2] (If applicable) Bank Charges Borne by (Applicable for International Wire Transfer):
 SHA OUR BEN

[3] For Cross Border **RMB** Remittance Only (Must Be Provided)

Category of Remittance (Choose ONE Only)

Cross-border Payment (Individual) - /PESRMT/

Cross-border Goods Trade - /GOD/

Cross-border Capital Transfer - /CTF/

Other Current Account Transactions - /OCA/

Charity Donation - /CDN/

Cross-border Service Trade - /STR/

Acknowledgement: I/we acknowledge and confirm I/we have read and understand the terms and conditions of closing the account and remittance overleaf.

Customer Signature (To be signed by Authorised Signatory (s))

By signing you are declaring that you are authorised on behalf of the Customer to sign this form and agreeing to the terms and conditions set out overleaf:

 1st Authorised Signatory

 Date

 2nd Authorised Signatory (If applicable)

 Date

Note: If it's cross currency between sender's account and beneficiary's account, please involve Relationship Manager/ Treasurer, and FX conversion instruction needs to be provided separately

[1] Terms and Conditions

- A. I/We understand that China Construction Bank (New Zealand) Limited (the "Bank") accepts no responsibility for any loss or delay which may occur in the transfer, transmission and/or application of funds or (in the case of remittance by telegraphic transfers) for any error, omission or mutilation which may occur in the transmission of any message or for its misinterpretation when received and I/we agree to indemnify the Bank against any actions, proceedings, claims and/or demands that may arise in connection with such loss, delay, error, omission, mutilation or misinterpretation, unless the loss, delay, error, omission, mutilation or misinterpretation is caused due to the Bank's wilful misconduct or gross negligence.
- B. I/We hereby undertake to the Bank that I/we have the full and legal right to give the above account closure instruction. Once the Bank has acted on the above instruction, I/we declare to have no claim of whatever kind against the Bank with regard to the above-mentioned account and release the Bank of any and all responsibilities and liabilities. I/We hereby undertake and agree to save the Bank harmless from and jointly and severally indemnify the Bank at all times against all actions, claims, proceedings, losses, damages, costs and/or expenses which may be brought against the Bank or suffered or incurred by the Bank arising out of or in connection with the Bank's acting and/or relying on my/our instruction, declaration, undertaking and acknowledgment contained herein, unless such actions, claims, proceedings, losses, damages, costs and/or expenses are caused by the Bank's wilful misconduct or gross negligence.
- C. Regarding Cross border Telegraphic Transfer related, I/We agree and understand that the telegraphic transfer is subject to the conditions specified below:
1. This Application Form is not applicable to foreign exchange purchasing for personal customers.
 2. The telegraphic transfer is sent entirely at the applicant's own risk and the Bank is not to be held liable for any loss, delay, error, omission or mutilation which may occur in the transmission of the message or for its misinterpretation when received unless such loss, delay, error, omission or mutilation is directly caused by the negligence or willful misconduct of the Bank.
 3. The Bank reserves the right to effect the telegraphic transfer in a place different from that specified by the applicant if operational circumstances so require.
 4. The Bank is at liberty to send the telegraphic transfer either literally or in cipher and the Bank accepts no responsibility for any loss, delay, error, omission or mutilation which may occur in the transmission of any message or for its misinterpretation when received.
 5. All bank charges (whether collected by the remitting bank or any other bank) arising from the fund transfer will be deducted from the funds transferred, unless otherwise stated in the application.
 6. Any charge borne by the remitter relating to the funds transfer (except as otherwise received by the Bank) may be debited to any account of the remitter and, for such purpose, currency conversion may be made by the Bank at the market rate of exchange in its usual course of business.
 7. The Bank is authorized to conduct BOP reporting for overseas charges if required when the remitter indicates in the application that the charges are to be borne by the remitter.
 8. In case of cancellation of an out-going funds transfer by the Customer, if the refund of the proceeds is to be made in a different currency, it will be made on the basis of the amount received by the Bank at the Bank's buying rate on the day of refund. Any charges and expenses incurred by such cancellation will be borne by the Customer and will be deducted from the proceeds of the refund. All cable or other charges and commission collected are not refundable.
 9. Applications received after the Bank's cut off time will be processed on the following Business Day. Please enquire at the relevant office of the Bank for the applicable cut-off time.
 10. Remittances for same day value are subject to cut-off times of the destinations.
 11. The Bank may cancel requested payment transactions for any of the following reasons;
 - a. The account number provided has insufficient funds when the payment request is actioned by the Bank
 - b. The information provided is insufficient to source the transmitting path of the overseas bank and account.
 - c. Any of the payment details contravene, or are suspected of contravening anti-money laundering or financing of terrorism laws.
 12. In this form "BOP reporting" means Balance of Payment reporting required to be completed by the Bank & a government agency of the People's Republic of China.

[2] Reference for Telegraphic Transfer Charges category

1. SHA – Remitter pays local bank charges and beneficiary pays overseas bank charges
2. BEN – Local Bank and overseas bank charges are deducted from the remittance amount
3. OUR - Remitter pays local bank charges and overseas bank charges

[3] Reference for Category for Cross-border RMB Remittance

- (i) Cross-border Payment (Individual) - (Outward remittance by an individual customer from New Zealand to the same name account maintained in other countries and areas)
- (ii) Cross-border Goods Trade - (Cross-border settlement conducted for trade in goods, including individual retail consumptions, general merchandise, goods for processing, goods required for repairing, goods procured in ports by carriers, transactions to be settled by letter of credit, bills for collection, payment of import equipment and advanced payment, etc.)
- (iii) Cross-border Service Trade - (Cross-border settlement conducted for trade in services, including individual bill payment, services or fees relating to transportation; travel; communications; construction services; installation projects and their subcontract services; royalties and licence fees; sport and entertainment; water, electrical and gas bill as to be paid by corporations or financial institutions; rent; audit fees; hotel accommodation fees; legal fees; advertising and promotion fees; copyright and design fees; research and development fees; company registration fees; medical expenses; government services not mentioned above and other commercial services, etc.)
- (iv) Cross-border Capital Transfer: (Capital account transactions, (capital transfers and acquisition/disposal of non-productive or non-financial assets), capital injection, capital reduction, capital payment, direct investments, securities investments, other investments, shareholder's loan/repayment, other capital payments as approved by relevant regulatory authorities, fund transfers for foreign direct investment ("FDI") by enterprises and RMB Qualified Foreign Institutional Investor ("RQFII") projects by enterprises, bonds, fund transfer between enterprises, individual investments, etc.)
- (v) Charity Donation - (Donation to charities (non-profit making organizations))
- (vi) Other Current Account Transactions - (Income and current transfers, remittance of profits, bonus, dividend payment, tax payment and scholarships, etc.)