

银行询证函业务公告

根据《财政部 中国银保监会关于进一步规范银行函证及回函工作的通知》（财会〔2020〕12号）（以下简称“《通知》”）、《银行函证及回函工作操作指引》（财办会〔2020〕21号）（以下简称“《操作指引》”）相关规定，现对澳大利亚和新西兰银行（中国）有限公司及各分行（以下简称“我行”）银行询证函业务服务相关事项公示如下：

业务简介及办理流程

银行询证函业务是指会计师事务所在执行审计过程中，在获取被审计单位授权后，以被审计单位名义向银行发送询证函，银行查询、核对相关信息并直接提供回函的业务。函证范围及要求应符合《通知》及《操作指引》的相关规定。

受理方式及询证函格式

1. 我行接受会计师事务所邮寄、经授权的注册会计师跟函和通过 Confirmation.com 平台发送询证函三种函证方式。不受理被审计单位直接提交的银行询证函。通过 Confirmation.com 发送询证函，客户需要事前签署第三方函证平台免责声明，详见附件：“第三方函证平台免责声明（中文版）”及“Confirmation.com Indemnity Letter(English Version)”。

2. 跟函所需资料：询证函、会计师事务所经办人员工作证、身份证及介绍信(需加盖会计师事务所公章)。

3. 银行询证函应加盖被审计单位公章或者预留印鉴。如银行询证函涉及多个账户且账户的预留印鉴不同，应加盖扣款账户预留印鉴以便扣款。如遇账户注销等其他特殊情况，请具体咨询我行受理部门并配合提供签章及资料。

受理部门及地址:

我行由总行及所辖各分行营运部集中受理函证业务, 详见下方公示:

总行及所辖 分支行	受理 部门	跟函及邮寄地址	电话	收件人
总行 上海分行* 广州分行 杭州分行 重庆分行 成都分行 青岛分行	总行营 运部	上海市浦东新区陆家嘴环路 166 号未来资 产大厦 17 楼 澳新银行 邮编: 200120	+86 21 61696584	询证函
北京分行	北京分 行营运 部	北京市朝阳区建国路 77 号华贸中心 3 号写 字楼 32 层 01A、02、03、05A、07 单元 邮编: 100025	+86 10 65998188	询证函

*自贸区支行函证业务均由总行营运部集中受理并回函。

回函用章

受理部门业务章或询证函专用章。

收费标准

1. 银行询证函业务收费标准按照《澳大利亚和新西兰银行(中国)有限公司现金管理服务价格目录(公司客户)》执行, 服务价格发生变化时以我行最新公示的服务价格为准。

2. 我行根据银行询证函记载的费用收取方式收费。指定付费账户无法成功扣划并且不接受以其他方式缴纳费用的, 我行将对来函拒绝受理。

业务服务及客户服务热线

对于未满足《通知》、《操作指引》及我行公示的银行询证函受理要求的来函，我行将拒绝受理。

被审计单位或会计师事务所对回函有疑虑或回函内容不完整的，可与受理部门沟通联系；遇有回函不及时、收费或其他服务问题，可向受理部门反映，或联系我行客户服务热线：

中国电信: 4008218030

中国联通: 4006519920

澳大利亚和新西兰银行（中国）有限公司

2024年03月

2021年11月: 第一版

附件1《赔偿承诺函》

致: 澳大利亚和新西兰银行(中国)有限公司(下称“澳新银行”)

我方有意使用 Confirmation.com™服务进行审计询证。我方将扫描并向 Confirmation 网站上传我方的授权文件(下称“授权文件”), 授权会计师事务所发起询证请求(与授权文件合称“询证请求”), 以获取我方的现金和/或债务账户信息以及向澳新银行进行其他信用查询。我方对此自担风险。因此: -

1. 尽管澳新银行与我方之间的任何委托或未来委托或其他协议的条款有任何其他约定, 澳新银行被要求和授权信赖澳新银行收到的询证请求并根据其行事, 并且澳新银行无义务调查提出询证请求之人的权限和身份。
2. 澳新银行有权将询证请求视为已经获得我方的充分授权并对我方有约束力, 并且澳新银行有权(但无义务)根据该询证请求行事或执行该询证请求, 并就该询证请求或依据该询证请求采取澳新银行善意认为恰当的措施, 包括登录 Confirmation 网站, 查看询证请求, 并根据询证请求, 答复相应的余额和信息(下称“银行答复”)。
3. 我方了解, 询证请求上的签字在发送给澳新银行时可能被造假或可能未经恰当授权, 该等风险由我方自行承担。只要该询证请求上的签字经验证与不时书面提供给澳新银行的、代表我方的授权签字人的签字印鉴表面相符, 则对于我方因为澳新银行根据该询证请求行事而遭受的任何损失、损害、费用、索赔或责任, 澳新银行无须负责。
4. 我方认可并同意, 电子传输并非安全传输方式, 我方接受与询证请求的接收和答复有关的技术故障、未经授权的干扰、交付错误或延误的风险, 与询证请求和银行答复有关的任何错误、误解或不明确的风险, 以及计算机病毒风险。
5. 此外, 我方特此授权澳新银行以非加密形式向会计师事务所发送银行答复。
6. 我方特此同意, 对于我方因为计算机或计算机系统或我方和澳新银行之间的电子传输中的任何干扰、数据丢失或损坏、第三方拦截或入侵、延误、故障或错误而直接或间接遭受的任何损失、费用、索赔或责任, 澳新银行不承担任何责任, 也无须负责。
7. 作为澳新银行根据本函条款行事或作为的对价, 我方承诺, 对于澳新银行由于或关于任何询证请求发生或遭受的, 或由于依据或拒绝依据任何询证请求行事, 或执行任何询证请求, 或采取或拒绝采取与任何询证请求有关或有赖于任何询证请求的措施而发生或遭受的所有主张、索赔、责任、损失、诉讼、程序、损害、成本和费用, 无论何种性质, 亦无论如何发生, 我方将向澳新银行做出赔偿并确保澳新银行获得赔偿, 并且一经要求, 我方应当立即向澳新银行偿付任何款项。

本函条款应当保持充分有效, 直至澳新银行收到我方的书面终止通知为止, 但该终止并不解除我方在本函项下对于澳新银行在该终止之日或收到该通知之日(以较迟发生者为准)之前根据本函条款采取、履行或实施的任何行为或措施而承担的任何责任和赔偿义务。澳新银行可随时通知我方, 表示澳新银行将不再接受任何进一步询证请求, 且该通知应在收到时生效。

2021年11月: 第一版

澳新银行在本函项下的权利和救济不损害或影响澳新银行在任何其他协议、契约或文件中的权利和/或救济, 或澳新银行可能享有的其他权利和/或救济, 并且附加于澳新银行在任何其他协议、契约或文件中的权利和/或救济, 或澳新银行可能享有的其他权利和/或救济之外。

本函应受中华人民共和国(下称“中国”)法律管辖并据其进行解释。关于与本函有关的任何争议, 我方接受澳新银行所在地有管辖权的中国法院的非专属管辖。

澳大利亚和新西兰银行(中国)有限公司(“子行”)是澳大利亚和新西兰银行集团有限公司(“澳新银行集团”)的一家子行。澳新银行集团设立于澳大利亚, 并且是一家由澳大利亚法律授权的吸收存款的机构(银行)。子行系在中国成立, 并且经中国银行保险监督管理委员会许可的有限责任公司。子行并非一家由澳大利亚法律授权的银行。在子行的存款或子行的责任并非澳新银行集团或其集团关联公司的存款或责任, 并且澳新银行集团或其集团关联公司无需承担子行的义务。

适用于公司客户:

客户名称: _____ (“客户”)

客户号(如适用): _____

法定代表人签字*

公章:

*注: 法定代表人或董事会决议中所述的其他授权代表的签字。

本函的签署日期是 ____年____月____日

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Appendix 1: Indemnity – Authorization for Confirmation.com™ service

To: **AUSTRALIA AND NEW ZEALAND BANK (CHINA) COMPANY LIMITED (“the Bank”)**

We would like to use Confirmation.com™ service for audit confirmation, we will scan and upload our authorization document (“**Authorization Document**”) to the Confirmation Website(s) granting accounting firms to initiate confirmation request (together with the Authorization Document, “**Request**”) to obtain our cash and/or debt account information and other credit inquiries with the Bank. We do so at our own risk. As such:-

1. Notwithstanding the terms of any mandate or future mandate or other agreement between the Bank and us, the Bank is requested and authorised to rely upon and act in accordance with the Request received by the Bank without the obligation to inquire on the Bank's part as to the authority or identity of the person making such Request.
2. The Bank shall be entitled to treat the Request as fully authorised by and binding upon us and the Bank shall be entitled (but not bound) to act on or carry out such Request and take such steps in connection with or in reliance upon such Request as the Bank may in good faith consider appropriate, including log into Confirmation Website(s), view the Request and advise the appropriate balances and information based on the Request (“**Bank Response**”).
3. We are aware that signature(s) on the Request may be superimposed fraudulently or without proper authority when sent to the Bank and we assume such risks. The Bank shall not be liable for any losses, damages, expenses, claims or liabilities suffered by us as a result of the Bank acting upon such Request so long as the signature(s) appearing on such Request appear on verification to be or purport to be in accordance with the specimen signature(s) of the authorised signatory(ies), as advised to the Bank in writing from time to time, for and on our behalf.
4. We acknowledge and accept that electronic transmission is not secure and we accept the risk of technical malfunction, unauthorised interference, misdelivery or delay of receiving and responding to Request, any error or misunderstanding or lack of clarity in the terms of Request and Bank Response and computer viruses.
5. Further, the Bank is hereby authorised to transmit the Bank Response to accounting firms without encryption.
6. We hereby agree that the Bank do not assume any responsibility whatsoever and shall not be liable for any losses, expenses, claims or liabilities suffered by us directly or indirectly as a result of any interruption, loss of or corruption to the data, third party interception or hacking, delay, malfunction or failure of the computers or computer systems or in the electronic transmission from us to the Bank or vice versa.
7. In consideration of the Bank so doing or acting in accordance with the terms of this letter, we undertake to indemnify the Bank and to keep the Bank indemnified against all demands, claims, liabilities, losses, actions, proceedings, damages, costs and expenses incurred or sustained by the Bank of whatever nature and howsoever arising, out of or in connection with any Request or arising as a result of acting or declining to act upon or carrying out of any Request or the taking of steps or declining to take such steps in connection with or in reliance upon any Request and we shall reimburse the Bank any sums on demand.

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The terms of this letter shall remain in full force and effect unless and until the Bank receives notice of termination from us in writing, save that such termination will not release us from any liability under this letter and indemnity in respect of any act done or performed or carried out or any step taken by the Bank in accordance with the terms of this letter prior to the date of such termination or date of receipt of such notice whichever is later. The Bank may give notice to us that it will not accept further Request at any time and that notice is effective on receipt.

The rights and remedies of the Bank under this letter shall be in addition to and shall not in any way prejudice or affect the rights and/or remedies of the Bank in any other agreement, deed or document or to which the Bank may be otherwise entitled.

This letter shall be governed by and be construed in accordance with the laws of People's Republic of China ("PRC"). We submit to the non-exclusive jurisdiction of the competent PRC courts where the Bank is located in relation to any dispute in connection with this letter.

Australia and New Zealand Bank (China) Company Limited (Subsidiary) is a subsidiary of Australia and New Zealand Banking Group Limited (ANZBGL), which is incorporated in Australia. The Subsidiary is incorporated in the People's Republic of China (PRC) with limited liability and is licensed by China Banking and Insurance Regulatory Commission (CBIRC) to do deposit taking, lending and other business as approved by CBIRC in the PRC. The Subsidiary is not an authorised deposit taking institution within the meanings of the laws of Australia. Deposits or liabilities with the Subsidiary are not deposits or other liabilities of ANZBGL and ANZBGL is not required to meet the obligations of the Subsidiary.

Name of the Customer: _____ (the "Customer")

Customer Number (if applicable): _____

APPLICABLE TO CUSTOMER OF COMPANY:

Legal Representative's Signature *

Official Chop:

** Note: Signature of the Legal Representative or other authorized representative stated under the Board Resolution.*

This Indemnity is given on _____ day of 20_____.