



# 寰宇贸融

## 福费廷惯例3.9版

Universe Trade Finance Customs and  
Practice for Forfaiting version 3.9

深圳市投友亲金融信息服务有限公司 著  
Universe Trade Finance Information Service Co., Ltd.



厦门大学出版社 国家一级出版社  
XIAMEN UNIVERSITY PRESS 全国百佳图书出版单位



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## 序 言

### FOREWORDS

Forfaiting 一词源自法语，是一种无追索权地贴现未到期债权的技术，在二战后由瑞士金融家为促进西德向东欧的固定资产出口贸易而开发，到20世纪90年代，福费廷已在全球市场上成为重要的贸易融资工具。

The word "Forfaiting" derived from French, it is a technique that discounting outstanding claims without recourse. Forfaiting was developed in the wake of World War II by Swiss financiers in order to facilitate the sale of West German capital assets to Eastern Europe. In the 1990s, forfaiting has become an important trade finance tool in the global market.

在中国，买断式贴现起源于唐代的汇票贴现，因此买断一词随汇票贴现自古流传至今。Forfaiting 业务在不同时期传入中国各地区后，部分地区音译为“福费廷”，部分地区意译为“买断”。主要用于信用证（信用状）项下的未到期债权买断。

In China, the discount without recourse originated from discounting bills of exchange in the Tang Dynasty. After the forfaiting business was introduced to different regions of China in different periods, in some regions it was transliterated as "forfaiting" and in some regions it was translated as "transfer without recourse". It is mainly used for the purchase of outstanding claims under the letter of credit.

鉴于福费廷业务在全球近70年发展已相当成熟，传入中国后又产生了诸多创新，业务模式和主要合同条款已在市场上形成惯例，因此我公司将现行的业务模式编写并出版为惯例的形式。

Our company has compiled and published the current business model in the form of



“Customs and Practice” in the view of the fact that forfaiting business has been matured over the past 70 years in the world, the business models and principal terms of the contract have formed a practice in forfaiting market, not to mention its innovations after the introduction to China.

国股大行的福费廷市场早已饱和，但中小银行国内证和出口信用证的发展还很不充分，其中交易对手不足导致交易渠道不畅是重大阻碍之一。

The forfaiting market of top tier banks has long been saturated. However, the domestic L/C and export L/C(may be issued by top tier banks) of small and medium-sized banks is still under development. One of the major obstacles is that the lack of counterparties leads to poor trading channels.

曾经，各家银行开办福费廷二级市场业务需要跟各家交易对手签署福费廷协议或法审电文文本才能开办业务，耗时费力。

In the past, any bank that wanted to starting a forfaiting secondary market transaction must sign forfaiting agreements or legal review SWIFT message text with its counterparties.

今后，各行只要与我公司签署《福费廷服务主合同》约定承认并接受该出版物，即有机会获得一批交易对手信息，有利于提高签约行的议价能力和询价视野，节省签约和法审的时间。

In the future, any bank that signs the *Master Forfaiting Service Contract* with our company and agreed to subject to the CPF(referred to the Licensed Bank hereafter), may obtain the information of counterparties, which is helpful to improve the bargain capacity of the Licensed bank and increase the inquiry options, saving time for both signing and legal reviewing.

签约行间可通过在电文或文件中声明遵循惯例办理福费廷业务，其原理如同信用证对 UCP 的引用。业务模式如下图：

Licensed banks may make forfaiting transaction that expressly indicates to subject to the CPF in Transaction Document and the principle is the same as L/C reference to UCP. The CPF business mode is illustrated as follows:



## 交易流程/Procedure for forfaiting transaction



虽然，签约行之间没有签字盖章形式的签约，但是每一份引用惯例的要约或电文都是买卖双方自主签订的业务合同，具有法律效力。

Although there is no signed or sealed contract form between the Licensed Banks, each offer letter/message that expressly indicates to subject to the CPF will be treated as a business contract signed independently by the Grantor Bank and the Purchaser Bank, which has legal effect.

通过 SWIFT、区块链信用证系统或者人行大额支付系统发出的电文，比签字盖章的纸质文件更难抵赖或伪造，安全性更高。出版物公开发行后有公开性和不可修改性，电文或文件中对出版物 ISBN 编号的引用将确保交易遵循唯一且一致的法律文本。

The message via SWIFT, block chain based L/C system or HVPS is harder to be denied or forged than the paper documents signed and sealed, and the security is higher. The CPF is published with publicness, uniqueness and Non-Modifiability. The ISBN number expressly referred in transaction message or documents will ensure the transaction is subject to the unique and same legal text.

本惯例支持海外法人银行要求以英文为准适用英国法或其所在地法律，支持没有 SWIFT 的城商农商通过人行大额支付系统发送电文。人行大额支付系统的自由格式电文



不得超过127个汉字或255字符，本惯例所设计的电文模板可满足其字数要求。人行大额支付系统电文可直接对接中国大陆任何一家银行，不仅安全高效而且无需额外开发系统，能节约签约行的科技成本。

The CPF can meet the need of the overseas banks using English in transactions with the governing law of their homelands or England. And the transactions between city commercial banks and rural commercial banks that send message via HVPS if those bank have no SWIFT can also be supported. The free format message of HVPS must not exceed 255 English bytes. The message template in CPF can satisfy the word count requirement thereof. The HVPS message can directly connect to any bank in mainland China. It is not only safe and efficient, but also does not need to develop other systems, which can save the technology cost of the Licensed bank.

如今，全球已有许多区块链信用证系统或区块链贸易融资系统，互联互通还很困难。我公司为未来可能遇到的区块链系统考虑，为支持自由格式电文和信用证产品的区块链系统预留了可用的电文格式，期待免建押的系统能有全球互通的一天。

Nowadays, there are many block chain based L/C Systems or block chain based trade finance Systems all over the world, and they are still difficult to interconnect. For any block chain system that may be encountered in the future, our company has reserved some message format for the block chain system that support free format message and L/C. Our company look forward to a day of global interconnections for block chain based L/C system.

虽然各行现行模式和单据要求各有不同，但是在惯例的电文或文件中已根据求同存异的原则预留了各类模式的选项。

Various options have been reserved in the messages or documents that are in appendix of the CPF according to the principle of seeking common ground while reserving differences and since the business mode and documents requirement varies in different banks.

买卖双方可在协商一致的前提下勾选有关选项或增补有关单据要求。





The Grantor Bank and the Purchaser Bank may choose the relevant options or supplementary terms under the premise of consensus.

根据主合同和惯例的约定，我公司作为信息中介协助买卖双方达成初步业务合作意向。我公司不做买卖双方的交易对手，不得为任何福费廷业务提供担保。

The Grantor Bank and the Purchaser Bank enter into the procedure for quotations and offers with the introduction of our company. And our company act as information broker. Our company shall not be counterparty of the Grantor Bank or the Purchaser Bank and will not guarantee for any forfaiting transactions.

我公司将提供电文半自动生成工具，提高经办行工作效率，减少填写差错。通过我公司的询报价服务可节约寻找交易对手的时间。通过本惯例，建设包括中资银行和海外银行在内的信用证流通网络。

Our company shall provide semi-automatic generation tools for SWIFT/HVPS/block chain messages to improve licensed banks work efficiency and reduce inputting mistakes. Our inquiry service may save your time in finding counterparties. Our company will build a circulation network of L/C from Chinese banks and overseas banks by the CPF.

本惯例虽然预留了收费条款，但并不意味着我公司将唯利是图，雁过拔毛。对于难度较高，较为复杂的业务，我公司在与买卖双方协商一致的前提下可能会收取部分费用，但就目前开展的业务而言，大部分并不收费，难以付费的银行也不必担心，在时机合适时同样可使用本惯例。

Although the CPF reserves the terms of broker fee, it does not mean that our company will be seeking nothing but profits and charge for every transaction. Our company may charge those difficult and complex transactions with the prior consent of the Grantor Bank and the Purchaser Bank. But not for the most of the current business. If your bank is hard to pay for any fee, the CPF may be used when the time is right without any charge, so that you do not need to worry about it.

虽然我公司立足于中国市场，但这份惯例可用于面向全球的福费廷交易，并不局限





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于单一的国家或地区。

Although our company is based on the Chinese market, the CPF can be used for forfaiting transactions around the world, not limited to a single country or region.

在编写过程中给予指导和支持的银行专家和律师，已列于本书编写顾问组，我公司向各位顾问诚致谢意。我公司将全力支持各家签约行的业务发展，携手共赢。

Our company would like to thank for bank experts and lawyers who provide guidance and support during the course of the CPF drafting. They are listed in the consultative group of this book. Our Company will fully support the business development of each licensed bank, to achieve the goal of and win-win.

史翔 /Shi Xiang

深圳市投友亲金融信息服务有限公司总经理

General manager, Universe Trade Finance Information Service Co., Ltd.

2018-10-15



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## 正文 ( 用于签约行间福费廷业务 )/Body Text

### 寰宇贸融福费廷惯例3.9版

## Universe Trade Finance Customs and Practice for Forfaiting version 3.9

本出版物《寰宇贸融福费廷惯例3.9版》[ISBN:978-7-5615-7173-6](以下简称“本惯例”)由深圳市投友亲金融信息服务有限公司(以下简称“发起人”)编著,作为交易规则用于签约行间明示遵循本惯例的福费廷业务。买卖双方根据交易地位互称为“卖出行”和“买入行”。

This publication *Universe Trade Finance Customs and Practice for Forfaiting version 3.9*(ISBN: 978-7-5615-7173-6, hereinafter called “the CPF”) is compiled by Universe Trade Finance Information Service Co., Ltd.(hereinafter called “Originator”), and acts as the trading rules for forfaiting transactions between Licensed Banks that expressly indicate subject to the “CPF”. Trading parties each hereinafter the “Grantor Bank” and the “Purchaser Bank” as the case may be.

### 一、释义

#### Article 1. Definitions

1.1 **寰宇贸融**, 指发起人贸易融资业务品牌。

**Universe Trade Finance** means a brand of trade financing business owned by the Originator.

1.2 **福费廷业务**, 指卖出行作为贸易融资项下未到期债权未到期债权(以下简称“相关债权”)的唯一合法受益人或其代理人, 在相关债权已由买入行认可的银行出具/加具了真实有效的承兑/保兑的情况下, 将其按约定的交易价格全部或部分无追索权地转让给买入行的业务。

Forfaiting transaction means the transaction that the Grantor Bank acts as the sole legal and beneficial owner or owner's broker of outstanding payment claim(hereinafter “relevant claim”) under trade finance, Where the relevant claim has been issued/confirmed by a bank approved by the Purchaser Bank, should be transferred wholly or partially to the Purchaser Bank without recourse at the agreed transaction price.



1.3 **签约行**，指与发起人签约《福费廷服务主合同》且约定遵循本惯例的银行。

Licensed Bank means any bank that signs the *Master Forfaiting Service Contract* with the originator and agree to subject to the CPF.

1.4 **交易文件**，指在福费廷交易中的所涉及的文件和电文，包括但不限于明确引用本惯例的文件或电文，《福费廷申请书》(格式见附件1)、《债权转让书》(格式见附件3)、通过大额支付系统发送的债权转让确认电文(格式见附件7)等。

Transaction Document(s) means any document or message via SWIFT/HVPS/block chain system in a forfaiting transaction, including but not limited to any forfaiting transaction that expressly referred to the CPF, *Offer Letter*(substantially in the form as set out in Appendix 1 hereof), *Letter of Assignment*(substantially in the form as set out in Appendix 3 hereof), *Confirmation of Letter of Assignment via HVPS*(substantially in the form as set out in Appendix 7 hereof), etc.

1.5 **买卖双方**，指福费廷业务中的买入行和卖出行。

Trading parties means the Grantor Bank and the Purchaser Bank in forfaiting transaction.

1.6 **债务人**，指向因商品或服务交易产生的未到期债权做出承兑、保兑的金融机构。

Obligor means Financial Institution that has an obligation under acceptance/confirmation for outstanding claims based on goods or services trade.

1.7 **贴现率**，指商定的综合利率或 LIBOR 加点。

Discount rate means the agreed All-in rate or margin (reflecting the risk of the Obligor & the country exposure) plus LIBOR.

1.8 **贴现期**，即融资天数，指买入行向卖出行付款起息日至相关债权到期日之间的实际天数加宽限期(如有)，根据支付的币种的差异，一年以360天或365天计算。(支付的货币币种为英镑、港币、新加坡元、马来西亚林吉特的，一年为365天，支付其他币种的一年均为360天)

Discounting period means the actual number of days between the value date and the maturity date of the relevant claims plus grace period (if any) based on a 360 or 365 days a year. (365 days a year just for currencies like British Pounds, Hong Kong Dollars, Singapore Dollars, Malaysian Ringgits respectively or such currency as may be agreed by the Grantor Bank and the Purchaser Bank from time to time)

1.9 **LIBOR**，指伦敦银行间同业市场拆借利率，其取值为福费廷交易的计息日前两



个工作日由伦敦洲际交易所 (ICE) 旗下洲际交易所基准管理机构 (IBA) 在伦敦时间上午 11:00 公布的相关货币和期限的利率，可通过路透社或彭博社相关页面查询。如果路透社或彭博社页面没有该利率或必须确定当前时间之后的利率，以伦敦银行间同业市场主流银行该币种可比金额向出借人提供存放的年利率确定，如利率低于 0，则 LIBOR 应确定为 0。

LIBOR means, for any amount and any period, the London interbank offered rate (as administered by the Intercontinental Exchange Benchmark Administration Limited or any successor administrator of that rate) for the relevant currency and that period (or the nearest period either side of that period for which a rate is published, interpolated as necessary in accordance with the Lender's standard practice), as displayed on the applicable Reuters or Bloomberg screen (or any other rate display service acceptable to the Parties), at or about 11.00 a.m. London time two Business Days before the start of that period or, if no such interest rate appears on the selected display service or if the rate must be determined after that time, the rate per annum at which the Lender was offered deposits in that currency and a comparable amount by leading banks in the London interbank market for that period at or about the time at which the rate is required to be determined and if the rate is less than zero, LIBOR shall be determined to be zero.

1.10 **ISBN**，指国际标准书号。

ISBN means The International Standard Book Number

1.11 **人行**，指中国人民银行。

PBOC means The People's Bank Of China.

1.12 **ICC**，指国际商会

ICC means the International Chamber of Commerce

1.13 **CIPS**，指中国人民银行的人民币跨境支付系统

CIPS means The Cross-border Interbank Payment System Produced by PBOC

1.14 **人行支付系统**，指中国人民银行的中国国家现代化支付系统。

CNAPS means The China National Advanced Payment System Produced by PBOC.

1.15 **大额支付系统**，指中国人民银行的大额实时支付子系统。

HVPS means The High Value Payment System Produced by PBOC.

1.16 **关联公司**，指直接或间接控制或受控于该方或者与该方受到共同直接或间接控



制的公司或其他实体

Affiliates means corporation(s) or other entity(entities) that directly or indirectly take control of the other or is directly/indirectly controlled by or under common Control as, such Party.

1.17 **专业顾问**，指由一方为福费廷业务而雇用的负责提供建议的律师、会计师、审计师、财务顾问、银行和其他专业或技术顾问及其承包人；

Professional Advisors means lawyers, accountants, auditors, financial advisers, bankers and other professionals or technical advisers and their employees and contractors retained by either Party providing professional suggestions for the forfaiting transaction.

1.18 **工作日**，指买卖双方所在国家或地区银行正常营业的一天。如果相关交易的支付货币与前述国家或地区的货币不同，则“工作日”也应包括支付货币所在地金融中心的银行正常营业的一天。

Business day means a day (not being a Saturday or Sunday) on which banks are open for business in the jurisdictions of both the Grantor Bank and the Purchaser Bank, and if the currency of payment concerning the relevant Transaction is different from the currency in the aforesaid jurisdictions, also means a day on which banks are open for business in the financial center of the currency of that relevant transaction.

## 二、总则

### Article 2. General Provisions

#### 2.1 惯例效力：

##### Effectiveness of the CPF:

**签约行之间在交易文件中声明遵循本惯例的，该交易文件属于买卖双方自由缔约的独立业务合同，本惯例是该业务合同不可分割的一部分。**发起人作为信息中介，不做买卖双方的交易对手，不经手任何交易单据。发起人为买卖双方提供询价、业务信息咨询，发起人可在买卖双方同意的情况下，就单笔业务收取金融信息服务费。

如交易文件中未声明引用本惯例，可适用买卖双方另行签订的有关福费廷协议。

Any transaction document(s) made between Licensed Banks that expressly claim subject to the CPF, attribute(s) to an independent business contract signed between the Grantor Bank and the Purchaser Bank on their free will with the CPF being an integral part of it. The Originator, as information broker, shall not act as counterparty in transaction between the Grantor Bank and the



Purchaser Bank, shall not handle any transaction document. The Originator shall not guarantee for any forfaiting transaction. The services that the Originator provide to Trading parties includes price inquiry, transaction information consultation likewise. The Originator may charge Trading parties for broker service fee by transaction with the prior consent of Trading parties.

In case when transaction document does not declare reference to the CPF, this transaction shall be governed by any forfaiting agreement signed by both the Grantor Bank and the Purchaser Bank.

## 2.2 福费廷服务主合同法律效力：

### **Effectiveness of the Master Forfaiting Service Contract:**

本惯例是《福费廷服务主合同》的附件，遵循本惯例的签约行必须与发起人签订并遵循《福费廷服务主合同》。如果本惯例与《福费廷服务主合同》出现任何不一致，以**本惯例**的规定为准，除非买卖双方和发起人另有书面约定。

Since the CPF acts as an Appendix to the *Master Forfaiting Service Contract*, the licensed bank that subject to the CPF, must be the one that signed the *Master Forfaiting Service Contract* with the Originator. It is the CPF that prevails, in case of inconsistency existed between the *Master Forfaiting Service Contract* and the CPF, unless the trading parties and the Originator expressly otherwise agreed in writing.

## 2.3 交易文件法律效力：

### **Effectiveness of the Transaction Document(s):**

**买卖双方进行每次福费廷交易时需签署交易文件，本惯例中的条款和条件同样适用于每一份交易文件，每一份交易文件和本惯例应视为同一个整体予以理解和解释。**如果《福费廷服务主合同》或本惯例与**交易文件**出现任何不一致，以**交易文件**的规定为准，买卖双方另有书面约定的除外。

Under each Forfaiting Transaction from time to time, the Transaction Document(s) will be necessary, the terms and conditions of the CPF shall be incorporated into each Transaction Document which shall be read and construed as whole with the CPF. In the event of any inconsistency between the *Master Forfaiting Service Contract*, The CPF and the Transaction Document(s), it is the Transaction Document(s) that shall prevail, unless expressly agreed otherwise in writing by Trading parties.





### 三、福费廷交易规则及流程

#### Article 3. Rule and Procedure for Forfaiting Transaction

##### 3.1. 交易条件：

##### Operation Conditions:

买卖双方及发起人同意每笔福费廷交易遵守下列条款，另有书面约定的除外：

Trading parties and Originator agree that, unless otherwise agreed in writing, any forfaiting transaction shall be binding on the following terms:

3.1.1 债务人已对福费廷交易标的：债权工具或应收账款做出承兑或保证付款。

The instruments/receivables the subject of the Forfaiting Purchase have been accepted or confirmed to pay by the relevant Obligor.

3.1.2 买入行没有对相关债权项下已提交的单据进行审核的义务。

The Purchaser Bank has no obligation to examine the documents presented under relevant claim.

3.1.3 国际信用证业务应遵循国际商会《跟单信用证统一惯例（UCP600）》或其此后更新版本的相关规定。国内信用证业务依据中国人民银行颁布的国内信用证的现行有效管理规定办理。

The Import L/C is subject to ICC UCP 600 version or any subsequent revision as may be adopted by ICC. The Domestic L/C is subject to the rules on Domestic Letter of Credit published by PBOC.

3.1.4 相关债权项下的条款和条件对于买入行是可接受的。

The terms and conditions of relevant claim are acceptable to the Purchaser Bank.

3.1.5 福费廷交易相关债权的债务人及相关债权所涉国家或地区对于买入行是可接受的。

The Obligor and the country or jurisdiction of relevant claim are acceptable to the Purchaser Bank.

3.1.6 买卖双方根据发起人提供的信息达成初步意向进入要约阶段。经买卖双方同意，发起人可向买入行或卖出行收取金融信息服务费，发起人向付费方开具发票（如有）。

With the introduction of Originator, the Grantor Bank and the Purchaser Bank enter the offer stage with preliminary consensus. The Originator may charge the Grantor Bank or the Purchaser Bank for broker service fee with the prior consent of Trading parties. The Originator



shall issue invoices (if any) to the payer.

3.1.7 买卖双方遵循本惯例第三章（福费廷交易规则及流程）之规定完成交易。

The Grantor Bank and the Purchaser Bank shall complete the transaction subject to Article 3

### 3.2 交易文件传递方式：

#### Transaction document delivery:

买卖双方经协商一致，买卖双方有权选择 SWIFT、支持自由格式电文的区块链信用证系统或邮寄配合大额支付系统确认电文三种方式传递交易文件。

Trading parties may deliver Transaction Document(s) via SWIFT, block chain based L/C system that supporting free format message or post with confirmation message via HVPS.

3.2.1 选择 SWIFT 系统的：买卖双方应先行建立密押关系，通过加押电文通讯。

Deliver Transaction Document(s) via SWIFT: Trading parties must establish relationship in RMA (Relationship Management Application in SWIFT) before they deliver messages via authenticated SWIFT.

3.2.2 选择邮寄配合大额支付系统确认电的：买卖方可选择通过预留印鉴及签字样本（格式见附件9，或自有印鉴片）或大额支付系统确认电文（在电文中声明签章真实）验证交易文件的真实性。经交易双方协商一致，可先采用传真或 Email 发送交易文件的传真件或扫描件，传真件或扫描件上的签章具有法律效力。发件人应在传真或 Email 发出后立即将纸质原件邮寄给对方。

Transaction Document(s) delivery via post with Confirmation message via HVPS: Trading parties shall verify the authenticity of the transaction documents by the *reserved seal(if any) and signature sample* (substantially in the form as set out in Appendix 9 hereof or other facsimiles between Trading parties) or confirmation message[expressly indicate chop/seal(s) and/or signature(s) are authentic] via HVPS. Trading parties may send Scanning copies of Transaction Document(s) via fax/e-mail with the prior consent of Trading parties, The signature and seal on the scanned copies of Transaction Document(s) are legally valid. The Original Paper Document(s) must be sent to other party by post without delay in time when the scanning copies of the transaction document(s) has been sent out.

3.2.3 选择通过区块链信用证系统的：如买卖双方已建有可互联互通且支持自由格式电文的区块链信用证系统的，可通过该系统发送电文。

Deliver Transaction Document(s) via block chain based L/C system: Trading parties may