中国农业银行 香港分行

AGRICULTURAL BANK OF CHINA HONG KONG BRANCH

GENERAL TERMS AND CONDITIONS

FOR ACCOUNTS

賬戶之一般條款

INDEX

1.	**Agreement between Accountholder and Bank**	1
2.	**Interpretation**	1
3.	**Application of Terms**	3
	3.1 Specific Terms	3
	3.2 Amendments or new or additional Terms	3
4.	**Account opening formalities**	3
	4.1 Service availability	3
	4.2 "Know Your Customer"	3
5.	**Instructions**	4
	5.1 Form of Instructions	4
	5.2 Scope of Instructions	4
	5.3 Authorized Instructions	5
	5.4 Oral Instructions by Joint Authorized Signatory	6
	5.5 Recording of telephone calls	6
	5.6 Verification by Bank	6
	5.7 Discretion not to act	6
	5.8 Implementation of Instructions	7
	5.9 e-Banking Services	7
	5.10 Access to Accounts by card	7
	5.11 Liabilities for e-Banking Services	9
	5.12 Risk disclosure statements on e-Banking Services	9
6.	**Fund deposits and withdrawals**	9
	6.1 Deposits	9
	6.2 Payment obligation	10
	6.3 Withdrawals	10
7.	**Minimum balance**	10
8.	**Remittance of funds**	12
9.	**Current Account**	13
	9.1 General	13
	9.2 Use of cheques	13
	9.3 Current Account	14
	9.4 Overdraft	15
	9.5 Return of cheques	15
	9.6 Retention of cheques and other instruments	16
	9.7 Interest	16
10.	**Savings Account**	16
11.	**Deposit Account**	16
12.	**RMB Accounts or business transactions**	17
	12.1 Risk disclosure statements on RMB Accounts	17
	12.2 RMB deposits	17
	12.3 Remittance into and out of PRC	17
	12.4 Conversion of RMB	17
13.	**Risk disclosure statements on foreign currency**	18
14.	**Investment information**	18
15.	**Communication**	19
16.	**Statement, advice or confirmation**	20
17.	**Fees, charges and interest**	20
18.	**Taxes**	21
19.	**Closing and suspension of the Account**	21
20.	**Right to set off the Account**	22
21.	**Limitation of Liability and indemnity**	22
22.	**Joint Account**	22
23.	**Sole Proprietorship or Partnership Account**	23
24.	**Trust Account**	24
25.	**Customer information**	26
26.	**Assignment**	27
27.	**Bank's agents**	27
28.	**Amendments**	27
29.	**Miscellaneous**	30
30.	**Governing law and jurisdiction**	30
31.	**Claims in different jurisdictions**	30
Customer Suggestion and Complaint		31

PLEASE READ THESE GENERAL TERMS AND CONDITIONS CAREFULLY AND MAKE SURE YOU UNDERSTAND THEM BECAUSE THEY FORM PART OF OUR AGREEMENT WITH YOU FOR AND PROVIDE INFORMATION ABOUT OUR SERVICES

GENERAL TERMS AND CONDITIONS FOR ACCOUNTS

1. **Agreement between Accountholder and Bank**

These terms form part of the Account Opening Form which the Accountholder has signed and together form the agreement between the Accountholder and Agricultural Bank of China Limited, Hong Kong Branch on the its provision of all present and future facilities or services.

2. **Interpretation**

2.1 In this Agreement, the following terms shall bear the meanings as set out below:

"Account" refers to any and all of the Accountholder's accounts with the Bank (including any sub-accounts) (whether identified by any name, description or number, or not identified as such, but by reference to any service available by the Bank in connection with or incidental to the Accountholder's relationship with the Bank) which the Accountholder presently or may from time to time have for any or all of the Services.

"Accountholder" means the person(s) (which include any individual, two or more individuals, corporation, partnership, sole proprietorship or club or association) in whose name(s) the Account is opened. Where the Account is opened by the Accountholder in his capacity as a personal representative or trustee, such reference shall mean such person acting in his capacity as a personal representative of the estate of any deceased individual, or (as the case may be) as a trustee of the trust, for which purposes the Account is opened.

"Account Opening Form" means the application form for account opening relating to any Account or Service and the relevant mandate.

"Agreement" means this agreement on the relationship between the Accountholder and the Bank comprising the Terms (including any amendments, new or additional terms or supplements from time to time thereto).

"Authorized Signatory" means the person(s) authorized (whether solely or jointly) to give Instructions in respect of any Account and its operation or enter into any agreement or arrangement, or request for any Services or new Services to be provided by, or Accounts to be opened with, the Bank on the Accountholder's behalf.

"Bank" means the Hong Kong branch of Agricultural Bank of China Limited and any such reference shall include its successors and permitted assigns.

"Business Day" refers, in relation to Hong Kong, a day other than Saturday or Sunday or a public holiday on which the Bank is open for business to the public in Hong Kong and, in relation to any place outside Hong Kong at which another branch or any correspondent, agent or contractor of the Bank performs the Services for the benefit of the Accountholder, a day other than Saturday or Sunday or a public holiday on which such branch, correspondent, agent or contractor is open for business to the public at that place.

"DBC" means any Designated Business Customer in PRC falling within any business category from time to time prescribed by PRC relevant laws and regulations for whom the Bank may open any RMB Deposit Account and to whom the Bank may provide RMB Services.

"e-Banking Services" means the Bank's Services delivered over the internet, wireless network, automated teller machines (ATMs), fixed telephone network or other electronic terminals or devices.

"EB Requirements" refers to any of the security procedures from time to time prescribed or applied by the Bank for e-Banking Services or any of the Bank's prescribed access codes, electronic

signatures, passwords, identification numbers, electronic devices or other equipment, for use in connection with the giving of Instructions through electronic mail or other electronic means.
"HKD" means Hong Kong dollars, the lawful currency of Hong Kong.

"Hong Kong" means the Hong Kong Special Administrative Region of PRC.

"Instruction" refers to any instruction, order, notice, communication, message, information or other material given or purportedly given by the Accountholder or the Authorized Signatory to the Bank in connection with the Account or the Services.

"Liabilities" means any or all of the Accountholder's liabilities to and all fees, interest charges, costs and expenses incurred or payable to the Bank, actual, future or contingent, which the Accountholder may now or hereafter from time to time have (whether solely or jointly and whether as principal or surety or in some other capacity) including those which are due, owing or outstanding under the Terms, any loan, credit, security or derivative document or any other agreement, document or instrument or arrangement between the Bank and the Accountholder or applicable to or binding on the Accountholder. Where the Terms, any loan, credit, security or derivative document or any other agreement, document or instrument or arrangement is entered into with the Bank by two or more Accountholders, the reference to "Liabilities" shall be deemed to refer to any or all liabilities, actual, future or contingent, which such Accountholders may now or hereafter from time to time jointly and severally owe to the Bank (and whether as principal or surety or in some other capacity) including those joint and several liabilities which are due, owing or outstanding under the Terms, any loan, credit, security or derivative document or such other agreement, document or instrument or arrangement between the Bank and such Accountholders or applicable to or binding on such Accountholders.

"Losses" means any losses, damages, costs (including legal costs on a full indemnity basis), fines, expenses including all duties, taxes and other levies, interest, service charges and all goods and services taxes thereon, fees, charges, actions, suits, proceedings, claims, orders, claims for any Account or equitable compensation or equitable lien, any other demands, liabilities or remedy whatsoever or howsoever arising, any diminution in the value of or loss or damage to any property or investments or any lost opportunity whereby the value of the same could have been increased or otherwise.

"PIN" means the identifying particulars of the Accountholder or any Authorized Signatory as referred to in section 5.3(a)(ii) or of any cardholder as referred to in section 5.10(a), as the case may be, in connection with e-Banking Services.

"PRC" means the People's Republic of China (excluding Hong Kong for the purposes of the Terms).

"RMB" means Renminbi, the lawful currency of PRC.

"Services" means all present and future facilities or services available from or through the Bank, whether through any Account or not and whether of a deposit, investment, margin or borrowing nature.

"Terms" includes this document, the Account Opening Form or any part thereof.

"USD" means United States dollars, the lawful currency of the United States of America.

2.2 As used in the Terms, the singular or plural number shall each be deemed to include the other and masculine or feminine gender to include the other or neuter gender, unless the context otherwise indicates or requires.

2.3 Any provision in the Terms specifying that "the Bank may" or otherwise conferring upon the Bank any right or authorization to act in the manner described in that provision shall be construed as providing to the Bank the sole and absolute discretion to determine whether to so exercise such right or authorization to act in such manner, and shall, for the avoidance of doubt, not be construed to oblige the Bank to act in such manner (whether expressly stated in such Terms or otherwise) nor to impose on the Bank any liability if it does not or is unable to do so.

2.4 Notwithstanding anything to the contrary, any reference in the Terms to:

(a) the Bank's "discretion", "option" or "opinion" shall be construed as being the Bank's "sole and absolute discretion"; any determination to be made by the Bank or any exercise by the Bank of any right or entitlement may be made at the Bank's sole and absolute discretion, option or opinion and, in every case, shall be conclusive and binding on the Accountholder;

(b) the word "includes" or "including" shall be construed to mean "includes without limitation" or "including without limitation", as the case may be;

(c) any "relevant laws and regulations" in relation to or affecting the execution by the Bank of any Instruction, any right of the Accountholder, or the performance of the Bank or any of the Bank's agents referred to in section 27 and acting under the Terms shall include all relevant legislation, laws, regulations, by-laws, directives, notices, rules, policies, practices, codes, guidance or practice notes, circulars or similar instruments issued by the applicable government, regulatory or official authorities as the same may be amended, modified, supplemented, re-enacted or reissued from time to time; and

(d) the Terms or any other agreement, document or instrument or arrangement between the Bank and the Accountholder shall include the Terms or such other agreement, document or instrument or arrangement as from time to time amended, modified, supplemented, replaced or novated.

3. **Application of Terms**

3.1 Specific Terms

Provisions in the Terms which are specifically related to any type of Account or Services shall be applicable to that type of Account or Services. In the event of any inconsistency between those specific Terms and other general provisions in the Terms, those specific Terms shall prevail and apply to that type of Account or Services.

3.2 Amendments or new or additional Terms

Each existing or new type of Account or Service may be subject to amendments or new or additional terms or supplements from time to time prescribed by the Bank which shall form part of the Terms. The Bank may send such documents to the Accountholder's last communication address registered with the Bank or require the Accountholder's signed acknowledgement. If the Accountholder utilises or continues to utilise the particular Service or if the Accountholder does not terminate this Agreement or the related Account or Service within 30 days from receipt or deemed receipt by the Accountholder (whichever is earlier), the Accountholder will be deemed (even though the Bank may not have received the Accountholder's signed acknowledgment or the Accountholder may be a "Hold-All-Mail customer") to have received and accepted the terms of such documents as binding.

4. **Account opening formalities**

4.1 Service availability

All Services described in the Terms or to be provided by the Bank are subject to their availability by the Bank and satisfaction by the Accountholder of all applicable conditions and execution of any additional documentation which the Bank may require.

4.2 "Know Your Customer"

The Accountholder agrees that as an essential element of opening the Account and maintenance process, the Bank may from time to time carry out and implement "Know-Your-Customer" and anti-money laundering, suppression of terrorist financing, suspicious transaction reporting procedures and such other procedures in accordance with relevant laws and regulations and the Bank's applicable rules and regulations, policies and practices and will furnish any information the Bank may request from time to time for such purpose.

5. **Instructions**

5.1 Form of Instructions

Any Instruction may be in writing and signed and delivered by hand or post or transmitted by facsimile or communicated in person or by telephone. An Instruction may also be transmitted through electronic mail or other electronic means (where specifically authorized by the Accountholder in writing or in other form from time to time prescribed by the Bank) subject to the EB Requirements. The Bank shall be entitled to act on any Instruction of the Authorized Signatory until it receives written notification of the revocation of the appointment of the Authorized Signatory (including revocation by virtue of the bankruptcy, liquidation, death, incapacity or other legal disability of the Accountholder or Authorized Signatory or any other reason whatsoever). In the absence of any written notification, the Bank may, upon becoming aware of such bankruptcy, liquidation, death, incapacity or other legal disability, refuse to act on any such Instruction.

5.2 Scope of Instructions

Instructions cover or include the following:

(a) the operation and closing of any Account and any changes in operation;

(b) the opening of any additional Account from time to time, subject to the same signing instruction and terms and conditions provided herein;

(c) the issue of any cheques, drafts or monetary instruments;

(d) any foreign exchange and interest rate transactions including spot, forward, margin, option, swap, or netting arrangements relating thereto;

(e) the dealing with and withdrawal of any of the Accountholder's properties or securities whether held as security or for safe custody;

(f) any gold or other precious metal, commodity, index-linked, financial futures, structured product, derivative and other investment transactions including spot, forward, margin, option, swap, or netting arrangements relating thereto;

(g) the giving of any guarantees, indemnities or counter-indemnities to the Bank and to enter into or execute such guarantees or indemnities in the Bank's favour in respect thereof;

(h) the issue of indemnities, guarantees, bonds, performance bonds, letters of credit, standby letters of credit or other forms of undertaking by the Bank or another branch or any correspondent of the Bank abroad;

(i) the discounting of any bills endorsed on the Accountholder's behalf;

(j) the sale or purchase or safe custody of the Accountholder's securities or other assets;

(k) the arrangement and acceptance of credits, loans, advances, overdrafts or other banking facilities or present or future products or services from the Bank to the Accountholder or any third party;

(l) the mortgage, charge, pledge, assignment, hypothecation or creation of any lien or other security interest of or over any Account, all or any of the Accountholder's assets in the Bank's favour securing any of the Accountholder's or any third party's liabilities to the Bank and to enter into or execute any charge or security document in relation thereto in the Bank's favour;

(m) the giving of any representation, warranty and acknowledgment in relation to all matters on the Accountholder's behalf;

(n) the authorization to any person or persons to give Instructions either in the same manner as may be given by the current Joint Accountholders, Authorized Signatory or Signatories (as the case may be) or in any other manner;

(o) any changes in the number and composition of the Joint Accountholders, Authorized Signatory or Signatories (as the case may be) and the manner of giving Instructions in respect of any Account; and

(p) any authorization to or agreement with the Bank in respect of any of the above matters and other matters stated in the Terms;

(q) in the case of a corporate Accountholder,

(i) any changes in the Accountholder's directors, secretary and other officers and their particulars; and

(ii) the execution of, or affixation of the Accountholder's common seal to, any documents for the Accountholder in such manner as the Authorized Signatory or Signatories deem fit.

5.3 Authorized Instructions

(a) The Bank is authorized to treat and consider as authentic, valid, properly executed and as fully authorized by and binding on the Accountholder, and the Bank shall be entitled to act in connection with or in reliance upon:

(i) any written Instruction signed or purported to be signed by the Accountholder or any Authorized Signatory;

(ii) any telephone Instruction given by any person quoting the number of the Account and the Accountholder's or any Authorized Signatory's identifying particulars ("PIN");

(iii) any facsimile containing the Accountholder's or any Authorized Signatory's facsimile signature; or

(iv) (where applicable) any Instruction given by electronic mail or other electronic means by any person quoting the number of the Account and the Accountholder's or any Authorized Signatory's PIN,

all without any further authority or confirmation from or notice to the Accountholder or the Authorized Signatory (as the case may be), and without inquiry by the Bank as to the authority or identity of the person purporting to give such Instruction or its authenticity, regardless of the prevailing circumstances or the nature of the transaction and notwithstanding any error, misunderstanding, fraud, forgery, lack of authority or lack of clarity in the terms of such Instruction. The Bank's records of Instructions (whether maintained by the Bank or any relevant person authorized by the Bank) are conclusive and binding evidence of the same against the Accountholder.

(b) The Accountholder undertakes to the Bank to:

(i) keep and procure each Authorized Signatory to keep their respective electronic devices secure and safe and respective PINs secret and confidential to prevent fraud. In particular, the Accountholder agrees and agrees to procure the Authorized Signatory:

(A) to destroy the original printed copy of any PIN issued by the Bank;

(B) not to allow any third party to use such PIN;

(C) not to write down such PIN on any device for accessing the Services or on anything usually kept with or near it;

(D) not to write down or record such PIN without disguising it;

(E) where the Accountholder or any Authorized Signatory chooses his own PIN, not to use easily accessible personal information such as telephone numbers or date of birth;

(F) not to use such PIN for accessing their other services (e.g. connection to the internet or accessing other websites);

(ii) inform the Bank as soon as reasonably practicable after they discover or believe that their devices or PINs, if any, for electronic communications have been compromised, lost or stolen, or that unauthorized transactions have been conducted over any Account.

5.4 Oral Instructions by Joint Authorized Signatory

The Bank can accept any oral (including telephone) Instructions and Instructions through electronic mail or other electronic means given by any one of the Joint Accountholders or any one of the Authorized Signatories even if the Account Opening Form or other authorization requires signatures of more than one Joint Accountholder or (as the case may be) Authorized Signatory for written Instructions.

5.5 Recording of telephone calls

The Accountholder consents to the Bank recording or making a note of all telephone calls between the Accountholder or the Authorized Signatory and the Bank, whether such telephone calls relate to oral Instructions or any callbacks made by the Bank by writing, audio recording devices or otherwise, and any such records of the Bank are conclusive and binding evidence against the Accountholder of the fact and content of the calls.

5.6 Verification by Bank

If the Bank decides (without being obliged) to verify the authenticity of any Instruction, the Accountholder will, and will procure the Authorized Signatory to, assist the Bank to take such acts as the Bank may request for this purpose, including the provision of designated telephone numbers through which the Bank may contact the Accountholder or any Authorized Signatory (even if the Account Opening Form or authorization requires signatures of more than one Authorized Signatory for written Instructions).

5.7 Discretion not to act

The Accountholder agrees that the Bank may, without providing the grounds for such refusal, refuse to act upon any Instruction which the Bank considers unclear or conflicting or result in the Bank's suspicion that:

(a) any illegality, fraud, forgery or unauthorization is involved;

(b) acting on such Instruction may cause the Bank to be in breach of any relevant laws and regulations or duty to which it may be subject or with which it may have to comply;

(c) the Accountholder or the Bank may be unable to promptly settle any relevant transaction;

(d) such Instruction relates to monies or assets which originate from illegitimate sources, are derived from drug trafficking or other criminal conduct.

The Bank will not be liable for any Losses the Accountholder may suffer in connection with any refusal to act or any action taken above.

5.8 Implementation of Instructions

The Bank is able to effect Instructions only during normal banking hours on Business Days. Any Instruction received after the cut-off time (as determined by the Bank from time to time) on any Business Day may, subject to the Terms, only be carried out by the Bank on the next Business Day. In addition, any Instruction involving a jurisdiction outside Hong Kong can be effected by the Bank only on a Business Day in the relevant jurisdiction.

5.9 e-Banking Services

(a) In respect of any Instruction given via e-Banking Services, the Accountholder will comply with the EB Requirements. The Bank shall also be entitled to carry out by or for itself security procedures in relation to any Instruction that is transmitted through electronic mail or other electronic means.

(b) The Bank shall not be bound to carry out or prescribe any EB Requirements or to guarantee or ensure compliance with any EB Requirements, and shall not be liable for any consequences if no EB Requirements are implemented. The Bank shall not be liable for any EB Requirements that are not properly implemented, or if full compliance with any EB Requirements is not attained.

(c) If the Accountholder or Authorized Signatory issues any Instruction via the Bank's website through the internet, he will be requested, from time to time, to accept the new and additional Terms and consent to the electronic delivery of the related Services by the Bank subject to the same by clicking on an "I agree", "I consent" or other similarly worded button or entry field with his mouse, keystroke, or other computer device. By doing so, the Accountholder accepts and expressly consents to such new and additional Terms.

(d) The Accountholder can notify the Bank of any security incident at the Bank's telephone hot-line: 2861 8000.

5.10 Access to Accounts by card

(a) The Bank may permit the Accountholder to access, to give Instructions and/or to effect transactions with respect to, any Account linked by electronic means through the use of an access, debit, credit or charge card (each a "Card"), the number of the Card (each a "Card Number") and/or a code (also referred to as the "PIN") at or through an appropriate terminal such as automated teller machines, customer activated terminals, easy pay terminals (each a "Terminal") or other electronic medium (collectively the "Media" and each a "Medium"). Each Card is the Bank's property and is not transferable and its use will be governed by the terms accompanying its despatch to the Accountholder or the cardholder.

(b) The scope of the Services provided by use of the Card and/or PIN through any Medium (the "Access Services") may from time to time be determined by the Bank without prior notice, and their use will be governed by the respective terms from time to time applicable to the use of the Access Services.

(c) The Bank shall be entitled to withdraw or discontinue the Accountholder's use of any or all of the Access Services at any time without prior notice. The Accountholder shall return the Card to the Bank upon demand and be liable for all transactions incurred or existing prior to the Bank's receipt of its return.

(d) The Accountholder undertakes to the Bank to:

(i) keep and procure each cardholder to keep their respective Cards secure and safe and their respective Card Numbers and PINs secret and confidential;

(ii) inform the Bank as soon as reasonably practicable if the Accountholder knows or suspects that the Card has been lost or stolen or any other person knows the Card Number and/or PIN or that unauthorized transactions have taken place;

(iii) consider requesting the Bank to amend the PIN in the case of any change of persons having access to it; and

(iv) be liable for all Losses if the Accountholder acts fraudulently or with gross negligence including failing to properly safeguard the Card, Card Number and/or PIN or to observe the provisions in section 5.3(b) above (insofar as they are applicable (subject to appropriate modifications) to the Access Services).

(e) The Bank will be responsible:

(i) in the event of misuse when the Card has not been received by the Accountholder or the cardholder;

(ii) for all transactions not authorized by the Accountholder or the cardholder after the Bank has been given adequate notification that the Card or PIN has been lost or stolen or when someone else knows the PIN (subject to paragraph (d) above);

(iii) when faults have occurred in the terminals, or other systems used, which cause the Accountholder to suffer direct loss unless the fault was obvious or advised by a message or notice on display; and

(iv) when transactions are made through the use of counterfeit cards.

(f) If the Bank becomes responsible for its acts or omissions for any reason whatsoever, the Bank's liability shall be limited to the amount of the relative transaction wrongly charged to the Account and any interest on such amount. The Bank shall not be responsible for any indirect, special or consequential loss or damage.

(g) If any Card is used at a Medium outside Hong Kong to withdraw funds from an Account with the Bank in Hong Kong, such withdrawal shall constitute a payment at the Bank's branch in Hong Kong and a remittance to the country where that Medium is. Such use shall not in any way:

(i) cause any Account domiciled in Hong Kong to be treated as or deemed to be an account domiciled in that country; or

(ii) cause or give rise to any liability to any of the Bank's other branches outside Hong Kong.

The Accountholder agrees that his right of withdrawal is subject to the relevant laws and regulations of Hong Kong, being the place at which such withdrawal is requested and (if withdrawal is made through a Terminal) subject to the relevant laws and regulations applicable to the institution which owns the Terminal.

(h) In connection with any transfer of funds through the use of the Access Services to a third party account maintained with the Bank or other banks, the Bank will not assume any responsibility or obligation for any transfer or error arising out of the Accountholder's failure to provide or input sufficient or accurate data to enable the Accountholder's proposed transfer.

(i) Cash, checks or instruments deposited at any Terminal by use of the Card and/or PIN will only be credited to the appropriate Account after the Bank's verification. The record issued by any Terminal only represents what the Accountholder claims to have been deposited. Cheques deposited will be sent for collection and the funds will be available only after the cheques have been cleared.

(j) No advice or confirmation will be printed and issued by the Bank for any transaction conducted via the Access Services although it will be recorded in the monthly statement issued by the Bank. Those transaction details and account balances as recorded by the Bank will be conclusive.

(k) The Bank may from time to time set or change the daily cut-off time without notice or responsibility to the Accountholder. Any transaction done via the Access Services after such cut-off time in Hong Kong shall be treated as a transaction at next Business Day value.

5.11 Liabilities for e-Banking Services

(a) Except where the Accountholder or any Authorized Signatory has acted fraudulently or with gross negligence or has failed to comply with any of the provisions set out in section 5.3(b) or 5.10(d) above, the Accountholder shall not be responsible for any direct loss suffered by him as a result of unauthorized transactions conducted through any Account via e-Banking Services.

(b) Subject to paragraph (a) above, the Accountholder shall be liable for all Losses in connection with the Bank acting on any Instruction received by the Bank via e-Banking Services which it reasonably believes to have been given by the Accountholder or any Authorized Signatory.

5.12 Risk disclosure statements on e-Banking Services

The Accountholder acknowledges that due to unpredictable traffic congestion, openness and public nature of the internet and other risks associated with the system for e-Banking Services including the failure of hardware and software, the internet may not be a reliable medium of communication and that such unreliability is beyond the control of the Bank. This may subject transactions to delays in transmission, incorrect data transmission, delays in execution or execution of Instructions at prices different from those prevailing at the time Instructions were given or non-execution of Instructions, misunderstanding and errors in any communications between the Bank and the Accountholder, transmission blackouts, interruptions and interceptions by third parties. The Accountholder will bear, and the Bank is not responsible or liable, for Losses arising from, all such risks.

6. **Fund deposits and withdrawals**

6.1 Deposits

(a) Deposits into the Account may be made by means of cheques, drafts or other monetary instruments or bank notes in any currency as may be acceptable to the Bank, except that any deposit of bank notes denominated in any foreign currency will only be accepted subject to such charges as the Bank may determine. All such items accepted and credited into the Account are subject to final verification and payment and the rules of the relevant clearing house or system providing clearing service to the Bank and all relevant laws and regulations. Such deposits are not available for conversion into the currency of the Account or withdrawal and no interest will accrue until cleared funds are received by the Bank. If any item is subsequently returned unpaid and whether or not the Bank has permitted its withdrawal, the Bank reserves the right to debit the Account (including reversing any entry in the Bank's records) for such amount and any costs and expenses incurred and fees charged by the Bank even though the Account may become overdrawn.

(b) The Bank will make every endeavour to process all items on the date of receipt, but items lodged after the clearing or verification cut-off time may not be received in time for presentation to other banks or verification on the same date and will be presented or verified on the following Business Day. Further details can be obtained from the Bank upon request.

(c) All cheques and other instruments shall be drawn and all cheques shall be submitted for payment or collection in accordance with the Terms and the Bank's policies and procedures. The Bank may refuse to accept for collection cheques and other instruments that are drawn in favour of any person other than the Accountholder or which appears to the Bank to be irregular or to have been altered, amended or cancelled in any respect without authorization or endorsement of the drawer or any endorsee.

(d) All cheques or other instruments deposited with or received by the Bank for collection shall be despatched for collection at the Accountholder's risk by mail or any other means

selected by the Bank and to such correspondents selected or used by the Bank for such purpose.

(e) If any item deposited to an Account is in a currency other than the currency of the Account, the Bank is authorized to convert the amount of the item into the currency of the Account at its prevailing exchange rate and in a manner which the Bank may deem fit. The Accountholder shall bear all costs, expenses or fees incurred in respect of such conversion. If the item is subsequently dishonoured, the amount in the currency of the Account shall be converted into the original currency of the item at its prevailing exchange rate and in a manner which the Bank may deem fit. Any exchange gains or losses to the Account arising out of the foreign exchange movement between the processing day and the value day will be borne by the Accountholder.

6.2 Payment obligation

Deposits with or obligations of any branch of the Bank in any particular jurisdiction will be paid or payable by and at that branch only and are subject to the relevant laws and regulations of that jurisdiction. No other branch of the Bank shall be responsible for payment of such deposits and obligations whether due to restrictions (including force majeure) beyond the control of that branch which prevents it from fulfilling its obligations hereunder or otherwise. (In this context, "restrictions" shall not include restrictions on payment directly due to liquidation or insolvency.) The Accountholder agrees that he will have no claim or action outside the jurisdiction in which these deposits and obligations are made or owed and no right of recourse or set-off against the assets of the Bank's head office or any other branch.

6.3 Withdrawals

(a) Any withdrawal by the Accountholder may be by means of:

(i) an order to the Bank to pay or any other document whatsoever expressed to be drawn, signed, accepted, endorsed or made or given by the Accountholder or any Authorized Signatory and presented against an Account, whether the Account is in credit or in debit (but always without prejudice to the Bank's right to refuse any unauthorized overdraft); or

(ii) an Instruction in accordance with the Terms, whether to withdraw monies from an Account, to deliver, dispose of or deal with any other property whatsoever from time to time in the Bank's possession for the Account, but in each case, always without prejudice to the Bank's right of security therein or set-off against the same.

(b) Withdrawals in any foreign currency will be limited to the credit balance of such foreign currency for the time being in the Account. The conversion of any credit balance in the Account into another currency may be made by way of the usual foreign exchange transactions of the Bank at the Bank's prevailing rate of exchange for the relevant foreign currency at the time of conversion.

(c) The Bank shall have no responsibility to the Accountholder for any delay or loss in the withdrawal or transmission of funds for any reason beyond the Bank's control.

(d) In the event of the loss of any cheque, draft, mail transfer or other message, the Accountholder agrees that the Bank may require that the Accountholder, and the Accountholder will, sign a letter of indemnity in the terms required by the Bank before the Bank will consider any cancellation (countermand) of any such cheque or any refund or replacement (as the case may be). Further, the Bank may require proof of effective cancellation of the payment of the funds prior to making any such refund or replacement.

7. **Minimum balance**

The Bank may from time to time prescribe a minimum amount or value to be maintained by the Accountholder in an Account or to be transacted in connection with an Account. If the balance in an Account falls below the Bank's prescribed minimum, the Account may not earn interest (in respect

of an interest-bearing account) and/or the Bank may charge a maintenance fee and/or close the Account.

8. **Remittance of funds**

8.1 By giving the Bank any Instruction to transfer funds by wire from the Account to any receiving bank, financial institution or other entity, the Accountholder agrees to provide the Bank with an accurate account number designating the account to receive such funds. The Accountholder acknowledges that the Bank, and any receiving bank, financial institution or other entity may be under no obligation to verify the identity of the beneficiary of the funds transfer and may rely exclusively upon the account number provided by the Accountholder.

8.2 The Accountholder agrees that the remittance is to be dispatched entirely at his own risk. It is agreed that the Bank will not be liable for any loss or damage due to any delay in payment or giving advice of payment, any error, omission, mutilation, interruption or delay in transmission of any item in connection with the remittance or its application or the actions of the Bank's correspondents, agents or staff, or any act or event beyond the Bank's control.

8.3 The Bank is not responsible to advise the Accountholder of any exchange control or other similar restriction which may be imposed by the relevant laws and regulations of the country where payment of the remittance is to be effected and shall not be liable for any loss or delay resulting from such control or restriction. The Accountholder is advised to make his own enquiries as to any such control or restriction.

8.4 The Bank may send message relating to the remittance either in words or in cipher and shall not be liable for any misinterpretation of the message or any part thereof by any of the Bank's correspondents.

8.5 The Bank may make payment of any remittance at a place different from that specified by the Accountholder in the application form if the Bank may consider the circumstances so require.

8.6 In the absence of any Instruction to the contrary, payment of the remittance will be effected in the currency of the country in which the payment is actually made.

8.7 All charges incurred outside Hong Kong are for account of the beneficiary unless specified.

8.8 Where the Bank is unable to provide a firm exchange rate quotation, the Bank shall effect the remittance on the basis of a provisional exchange rate which shall be subject to adjustment when the actual exchange rate is ascertained. Any difference between the provisional rate and the actual rate shall be debited or credited (as the case may be) to the Account.

8.9 If payment is to be made on a particular date, this value date should be indicated on the application form.

8.10 Applications for same day value are subject to cut-off times related to the geographical location of the destination.

8.11 If the Accountholder requests the Bank to debit any non-RMB Account for the purchase of RMB to effect RMB remittance or any other transaction, and subsequently the Accountholder cancels the RMB remittance or such transaction or the RMB remittance or such transaction is returned or rejected, the Bank will convert the RMB back to the original currency at the Bank's prevailing buying rate or the Bank's original selling rate, whichever is lower, and deposit the resulting amount into the Accountholder's original Account without notice and the Bank is further authorized to deduct any charges from such Account accordingly. The Accountholder shall be solely liable for all Losses arising thereform.

8.12 The Bank reserves the right not to process an application for outward remittance if the Bank considers in its discretion that the information or Instruction given is incomplete or is not sufficiently clear or that application does not fulfill the requirements as designated by the Hong Kong Monetary Authority or the relevant clearing house or system from time to time.

9. **Current Account**

9.1 General

Withdrawals from a Current Account are principally by means of cheques. A Current Account may be denominated in such currency as may be acceptable to the Bank.

9.2 Use of cheques

(a) The Accountholder agrees to observe all rules or terms printed on the cheque book on the Accountholder's or any Authorized Signatory's use of cheques.

(b) The Accountholder (including any Authorized Signatory for the purposes of this section 9) shall keep any cheque book in a place of safety under lock and key. If any cheque book or cheque, seal or chop used for operating the Account is lost or stolen, notice in writing must be given to the Bank at once. The Bank shall not be responsible for any payment made prior to receiving such written notice.

(c) All cheques must be written in non-erasable ink or ball-point pen in Chinese or English and be signed in conformity with the specimen signature registered with the Bank.

(d) The Accountholder agrees to exercise care when drawing cheques. No cheque shall be drawn by any means or in any manner which may enable any alteration or facilitate any fraud or forgery. The Accountholder must write the amount, both in words and figures, in the spaces provided on the cheque, as close to each other and to the left-hand margin as possible in order to leave no space for any insertion. The word "only" should be added after the amount stated in word. Only Arabic numerals shall be used for figures. No cheque shall be pre-signed in blank.

(e) Any alteration on a cheque must be confirmed by the full signature of the Accountholder. The Accountholder acknowledges that the Bank will not be held responsible for losses arising from alterations which cannot be readily detected.

(f) A "bearer" cheque is payable to bearer whereas an "order" cheque can only be paid to the named payee or the person in whose favour the cheque is purportedly endorsed by the payee. When a cheque is sent though the post or otherwise, the words "OR BEARER" on the cheque must be deleted and the cheque crossed.

(g) An application for a new cheque book may be made by presenting a duly completed and signed cheque book application form to the Bank or by any other means acceptable to the Bank. The Bank may, upon receipt of a cheque book request, deliver the required cheque book to the Accountholder either by post according to the Accountholder's communication address kept on record by the Bank or as the Accountholder and the Bank may otherwise agree. The Bank shall bear no responsibility for any delay or loss caused by any mode of forwarding. The Bank may refuse to issue a cheque book.

(h) Upon receipt of a new cheque book, the Accountholder must verify the cheque serial numbers, the Account number and name of the Accountholder printed thereon as well as the number of cheques before use. Any irregularities shall immediately be reported to the Bank,

(i) The Accountholder may only cancel (countermand) payment of a cheque by giving written Instruction to the Bank (the authenticity of which the Bank must be able to verify) clearly identifying the cheque in question by reference to its cheque number before its payment. Such Instruction shall in no event be effective for longer than 6 months from the date of receipt by the Bank. For clarification:

  (i) if the Accountholder identifies the cheque by reference to other details in addition to the cheque number, the Bank shall not be responsible to ensure that other details correspond with the details of the cheque;

(ii) if the Accountholder identifies the cheque by reference to other details instead of identifying the cheque number, the Bank shall not be required to take any action, but may and without responsibility follow such Instruction; and

(iii) if the Accountholder cancels (countermands) payment of a cheque by means of an Instruction which cannot be verified by the Bank (including any telephone or facsimile Instruction), the Bank shall not be required to take any action, but may and without responsibility follow such Instruction.

When the Accountholder cancels (countermands) payment of a cheque by means of an Instruction which cannot be verified by the Bank and regardless of whether or not the Bank acts on that Instruction, the Accountholder shall immediately confirm that Instruction to the Bank in writing and in a manner so that the Bank may verify the authenticity of such Instruction. The Bank shall only be bound to follow the Instruction once it is authenticated and shall not be liable for having followed the unauthenticated Instruction should that Instruction be incorrect, false or unclear.

(j) The Bank may mark any cheque drawn by the Accountholder as "good for payment", "accepted" or "certified" to another bank and may immediately debit the Account with the amount of the cheque so marked, although it may not have been immediately presented for payment.

9.3 Current Account

(i) USD Current Account

In the case of a Current Account denominated in USD, the Accountholder:

(a) acknowledges that the operation of the US Dollar clearing house or system in Hong Kong is subject to the US Dollar Clearing House Rules (including the US Dollar Operating Procedures referred to therein) as the same may be modified from time to time;

(b) understands that the provisions of Rule 2.3.5 of the US Dollar Clearing House Rules require the Bank to indemnify the Hong Kong Monetary Authority and hold it harmless in respect of any liability, claim, loss, damage and reasonable costs and expenses arising from or as a result of anything done or omitted to be done by the Hong Kong Monetary Authority or any other person in the management, operation or use of the US Dollar clearing house or system in Hong Kong and its facility;

(c) agrees to the provisions of the said Rule 2.3.5 to the extent that such Rule is applicable or refers to the Accountholder or his transactions;

(d) will, in the absence of negligence or wilful default on the part of the Bank, indemnify the Bank in respect of any liability, claim, loss, damage and reasonable costs and expenses described in the said Rule 2.3.5 suffered by the Bank to the extent that such Rule is applicable or refers to the Accountholder or his transactions.

(ii) RMB Current Account

In the case of a Current Account denominated in RMB, the Accountholder:

(a) acknowledges that the operation of the RMB Current Account, whether in Hong Kong or in PRC, is subject to all relevant and applicable laws, rules and regulations issued by regulatory bodies (including without limitation the People's Bank of China and the Hong Kong Monetary Authority) as the same may be modified from time to time;

(b) acknowledges that RMB cheques can only be used for acquisition of consumer goods and services within Guangdong Province (including Shenzhen) (applicable to Hong Kong resident Accountholder only) or
acknowledges that RMB cheques can only be used in Hong Kong only and are not for use in Mainland China (applicable to non Hong Kong residents or for Corporate Accountholder only) .

(c) agrees that, notwithstanding Clause 9.3 of the Terms, no overdraft facilities will be granted and no overdrawing is permitted in respect to RMB Current Account;

(d) acknowledges that no cash cheques may be drawn on the RMB Current Account. All cheques issued under RMB Current Account must be drawn in RMB, crossed and marked account-payee only. All cheques are non-transferable and non-endorsable.

(e) acknowledges that the Bank shall be entitled to return any cheque at its sole and absolute discretion if (i) the monies standing to the credit of the RMB Current Account are insufficient to settle the cheque; or (ii) any technical error is spotted on such cheque. The Accountholder hereby irrevocably and unconditionally authorizes the Bank to deduct any fees and/or charges in relation to any aforesaid returned cheque from any account maintained by the Accountholder with the Bank.

(f) acknowledges that notwithstanding Clause 9.7 of the Terms, no interest is payable on the credit balance in the RMB Current Account;

(g) acknowledges that the Bank reserves the right to introduce additional terms and conditions applicable to RMB Current Account , terminate the provision of RMB Current Account, cancel any RMB Current Account and transfer or convert any amount in any RMB Account in order to comply with the Bank's agreement with the clearing bank or domestic agent bank and all relevant and applicable laws, rules and regulations without prior notice except as may be otherwise required by such laws, rules and regulations;

(h) acknowledges that the Bank has the right to report all or any transactions and information relating to Accountholders or any RMB Current Account to the relevant authorities as required by the Bank's agreement with the clearing bank or domestic agent bank and all relevant and applicable laws, rules and regulations without prior notice (except as may be otherwise required by such laws, rules and regulations) and without giving any reasons;

(i) acknowledges that the terms and conditions, specification (including fees and charges) and information applicable to any RMB Current Account service are to be determined and may be amended by the Bank from time to time according to the Bank's agreement with the clearing bank or domestic agent bank and the relevant and applicable laws, rules and regulations. Such terms and conditions, specifications and information and their revision or addition shall become effective subject to the Bank's notice which may be given by display, advertisement or other means as the Bank things fit and shall be binding on Accountholders;

(j) agrees that he will, in the absence of negligence or wilful default on the part of the Bank, indemnify the Bank in respect of any liability, claim, loss, damage and reasonable costs and expenses suffered by the Bank in connection to or arising out of the use of RMB Current Account by the Accountholder including without limitation, the failure to comply with any of the relevant laws, rules and regulation referred in (a) above.

9.4 Overdraft

(a) Unless otherwise agreed by the Bank, the Account shall not be permitted to be overdrawn.

(b) A charge shall be levied on each cheque returned due to insufficient funds and the Bank may close the Account if such return of cheques continues.

(c) Temporary overdrafts may be allowed and interest on daily debit balance shall be charged monthly at the rate for the time being prescribed by the Bank and the Bank will inform the Accountholder promptly after exercising such right.

9.5 Return of cheques

(a) The Bank is authorized to return unpaid any cheque which:

(i) is incorrectly completed;

(ii) is altered without authorization;

(iii) bears a date subsequent to or more than six months prior to the date of presentation;

(iv) is presented after the Account has been closed; or

(v) is not covered by sufficient funds in the Account or may result in the Account overdrawn if accepted.

(b) All cheques shall remain the property of the Bank. Upon closing of the Account whether by the Bank or the Accountholder, the Accountholder shall forthwith return all unused cheques to the Bank. The Bank shall be released from any further obligation and shall have the right to refuse payment of any cheque drawn on the Account and subsequently presented.

9.6 Retention of cheques and other instruments

The Accountholder agrees that cheques and other instruments drawn on and paid by the Bank may:

(a) be retained by the Bank and in such case, the Bank reserves the right to destroy all cheques and other instruments with respect to the Current Account without notice; or

(b) after having been recorded in electronic form, be retained by the collecting bank or applicable clearing house or system for such period as stated in the rules relating to the operation of such applicable clearing house or system and thereafter destroyed.

9.7 Interest

Interest may or may not be paid on any Current Account in accordance with the Bank's usual practice prevailing from time to time.

10. **Savings Account**

10.1 A Savings Account may be denominated in such currency as may be acceptable to the Bank and in the form of a Statement Savings Account for which monthly statements will be provided.

10.2 Withdrawals from a Savings Account may be made at the counter of the Bank on demand during the banking hours of the Bank upon production of the requisite withdrawal slip in such form as the Bank may prescribe duly completed and signed or chopped by the Accountholder or any Authorized Signatory using a signature or chop which closely resembles his specimen signature or chop kept by the Bank.

10.3 Withdrawals may not be made by means of cheques, drafts, bills or other instruments.

10.4 Interest will be paid on Savings Account at the Bank's prevailing Savings Account rate in relation to the particular currency on the daily closing balance in the Savings Account and credited to the Savings Account monthly. Interest may be compounded at such intervals as the Bank may specify. If the average daily balance for a month falls below the minimum deposit amount required by the Bank from time to time, the Bank may pay interest at a lower rate to be determined by the Bank or no interest at all. If the Savings Account is closed other than on an interest payment date, interest will only be paid up to the last day of the preceding calendar month. Any interest payment will be rounded in accordance with the Bank's usual practice to the nearest unit of amount in the relevant currency.

11. **Deposit Account**

11.1 A call or time deposit may be denominated in such currency as may be acceptable to the Bank. A time deposit shall be for such tenor as may be offered by the Bank from time to time and selected by the Accountholder. A time deposit advice is merely an advice of placement of a time deposit and is not a document of title or receipt.

11.2 A call deposit may be withdrawn at any time by giving such prior notice as may be required by the Bank.

11.3 Neither the whole nor any part of a time deposit may be withdrawn before the maturity date for such deposit unless the Bank otherwise agrees. If the Bank agrees to premature withdrawal, the Bank reserves the right to forfeit interest on the whole time deposit for the entire period before the maturity date and to levy a service charge, details of which are available upon request.

11.4 The interest rate on any twenty-four (24) hour or seven (7) day call deposit may be varied on twenty-four (24) hours' or seven (7) days' notice respectively.

11.5 Accrued Interest on any time deposit is calculated up to but excluding the maturity date and is payable only on the maturity date.

11.6 Any time deposit in respect of which the Bank has not received any renewal Instruction before maturity shall be renewed (together with accrued interest) for a similar tenor according to the prevailing interest rate. The Bank will upon the receipt of Instructions from the Accountholder before maturity pay the principal and interest at maturity to the Accountholder in cash or subject to the payment of a fee, by cashier's order or by credit to such account as the Accountholder may direct.

12. **RMB Accounts or business transactions**

12.1 Risk disclosure statements on RMB Accounts

The Accountholder acknowledges and agrees that:

(a) RMB business in Hong Kong is evolving and subject to constant and continuous changes required by the relevant laws and regulations of PRC (including such rules and regulations as from time to time be prescribed, amended or supplemented by the People's Bank of China) and applicable operational arrangements from time to time between the Bank and other applicable participating banks and clearing house or system whether in PRC or Hong Kong;

(b) RMB is not a freely convertible currency whether inside or outside PRC and is subject to PRC exchange controls thereby resulting in uncertainty on RMB remittance into or out of PRC or conversion between RMB and other currencies; and

(c) the operation of RMB business by the Bank is therefore affected and restricted by and subject to the relevant laws and regulations of PRC and above restrictive operational environment and limitations prevailing in the Hong Kong market.

12.2 RMB deposits

The Bank may open RMB Accounts for both personal and corporate customers (including DBC as approved by PRC authorities for RMB deposits for such purpose), and effect RMB transfers between different accounts in the Bank or other banks in Hong Kong, whether or not related to trade settlement. RMB funds in deposit accounts may be converted to other currency.

12.3 Remittance into and out of PRC

Cross-border flows of RMB into and out of PRC are subject to the relevant laws and regulations of PRC with which the Accountholder shall be responsible for ensuring compliance before issuing any remittance Instruction to the Bank.

12.4 Conversion of RMB

For information purpose only and subject to change from time to time, the existing permitted conversions of RMB are as follows:

(a) For personal customers, conversion of other currency to RMB up to such maximum amount per person per day as from time to time prescribed by relevant laws and regulations;

(b) For DBCs, one-way conversion from RMB to other currencies; and

(c) conversion between the Bank and other banks in Hong Kong.

The Accountholder should from time to time obtain more up-to-date information from the Bank.

13. Risk disclosure statements on foreign currency

The Accountholder acknowledges that the foreign currency exchange market is volatile and fraught with unlimited downside risks. For delivery of any deposit or transaction in appropriate foreign currency, the Bank may require multiple conversion thereby resulting in multiple conversion costs to the Accountholder. Further, bank charges, adverse exchange rate movements or losses incurred as a result of depreciation in the value of the deposit or transaction currency due to fluctuation of currency rate may offset the interest accrued or income earned thereon or reduce the original principal amount of deposit or transaction.

14. **Investment information**

The Accountholder requests the Bank to contact the Accountholder on any investment opportunities that the Bank believes may be of interest to the Accountholder. The Accountholder fully understands that:

(a) the Bank is not obliged to provide the Accountholder with any financial, market or investment information, suggestion or recommendation, but if the Bank so acts, the Bank does not act as an adviser;

(b) such information, suggestion or recommendation, although based on sources believed by the Bank to be reliable, are for the Accountholder's own use and consideration only and will not constitute the Bank's offer to sell such investment to the Accountholder, and the Bank makes no representation, warranty or guarantee as to, and shall not be responsible for, their accuracy or completeness, or the performance or outcome of any investment made by the Accountholder after their receipt;

(c) the Bank's employees may be permitted to enter into investment and foreign exchange transactions on their own account, and in such event, the Bank will have a written policy communicated to the Bank's employees for their compliance;

(d) the Bank or any of the Bank's employees transacting on its or his own account under paragraph (c) above may at any time take an opposite position.

14A **CCASS Payment Service**

14A.1 This section 14A shall apply to the CCASS Payment Service (as defined below) provided by the Bank to the Accountholder. In this section 14A, unless the context otherwise requires, the following terms and expressions shall have the following meaning:
"**CCASS**" means the Central Clearing and Settlement System operated by HKSCC.

"**CCASS Payment Service**" means the money settlement service that the Bank may, at its sole discretion, provide to the Accountholder, pursuant to which the Bank may effect money settlement for the Accountholder in relation to the payments under or in connection with CCASS Transactions.

"**CCASS Transactions**" means the Accountholder's transactions or activities (of whatever type and nature) in or through the CCASS, which include the Accountholder's securities transactions (in HKD, RMB or any other currency) which are effected in or through the CCASS.

"**CCASS Transaction Counterparty**" means a person (other than the Account Holder) who is party to a CCASS Transaction.

"**HKSCC**" means Hong Kong Securities Clearing Company Limited (including its successor and transferee).

14A.2 In relation to the CCASS Payment Service, the Accountholder shall be non-investor participant of CCASS and shall open and maintain with the Bank such Account(s) in the relevant currency(ies) as required by the Bank for facilitating the money settlement contemplated in the CCASS Payment Service.

14A.3 The Accountholder authorises and agrees that the Bank may (but is not obliged to) (1) act on debit and/or payment instructions from time to time given or generated by HKSCC (or its agent) in relation to all or any of CCASS Transactions ("**CCASS Payment Instructions**"), and (2) effect payments for the Accountholder pursuant to such instructions without notice or reference to the Accountholder. The Bank is authorised to debit the relevant sums from the Account(s) for effecting the payments pursuant to CCASS Payment Instructions (notwithstanding that the Account(s) may be overdrawn by such debits). Unless the Bank otherwise expressly agrees to provide overdraft facility to the Accountholder in relation to CCASS Payment Service, the Accountholder shall at all times maintain sufficient cleared funds in the Account(s) for such debits and for making the required payments in connection with CCASS Payment Instructions, failing which the Bank may reject to carry out the CCASS Payment Instructions. If the Accountholder fails to maintain necessary funds in the Account(s) for making the payments but the Bank, at its sole discretion, elects to effect payments pursuant to CCASS Payment Instructions, the Accountholder shall immediately reimburse the Bank for the payments made by the Bank (including the overdrawn amount in the Account(s)) in full together with interest thereon at the interest rate determined by the Bank until the reimbursement in full by the Accountholder to the Bank.

14A.4 Notwithstanding any other provisions in this section 14A, the Bank reserves the right to refuse to carry out all or any CCASS Payment Instructions without notice or reference to the Accountholder and the Bank shall not be liable to the Accountholder for any losses and damages that the Accountholder may incur as a result thereof. Without prejudice to the generality of section 21, the Accountholder agrees to indemnify the Bank against all losses, payments and damages that the Bank may incur pursuant to any agreement or arrangement (whether contractual or otherwise) entered into by the Bank with HKSCC or any CCASS Transaction Counterparty in relation to the CCASS Payment Service (except where such losses, payments and damages are caused by gross negligence or wilful default of the Bank), and the Bank may take, or omit to take, any action pursuant to such agreement or arrangement.

15. Communication

15.1 The Accountholder shall notify the Bank immediately upon any change of particulars of the Accountholder and/or any Authorized Signatory previously provided to the Bank, such as names, occupations, contact and email addresses, identification documents, telephone, facsimile or other contact numbers, partners (for partnership Account), directors and memorandum and articles of association (for corporate Account) and constitution and/or rules (for societies, clubs and other unincorporated associations).

15.2 All notices to and communications with the Accountholder, including any statement of account, confirmation advice, document, other instrument whatsoever (including cheque books) and PIN (hereinafter collectively called the "Communication") from or issued by the Bank may be sent by post, facsimile or other electronic transmission, hand-delivery or such other manner as the Bank deems fit to the last known communication address, facsimile or other relevant number of the Accountholder in the Bank's records and shall be deemed (even if they could not be delivered or transmitted or were subsequently returned undelivered):

(a) to have been received by the Accountholder three (3) days after such posting, or on the day the facsimile or other electronic transmission or hand-delivery is despatched; and

(b) to be effective service for the purpose for which such Communication was sent.

Other Communication may also be given in the manner set out in section 28.2 below.

15.3 A written statement by an officer of the Bank confirming the posting of any Communication whatsoever by the Bank shall be binding and conclusive evidence of this fact against the Accountholder.

15.4 The Accountholder shall not hold the Bank liable in the event any Communication is delayed, intercepted, lost and/or failed to reach the Accountholder during delivery, transmission or despatch, or if the content in such Communication is disclosed to any third party during transit.

15.5 The Accountholder consents, to the extent permitted by any relevant laws and regulations, to the effecting of personal service of any document which is required by any relevant laws and regulations to be personally served, by way of registered post to the last known communication address of the Accountholder in the Bank's records and also consents to such service being deemed as effective personal service three (3) days after such document was posted by registered post as aforesaid, even if it could not be delivered or was returned undelivered.

15.6 If the Accountholder has instructed the Bank to hold all documents pursuant to a "Hold-All-Mail" arrangement between the Accountholder and the Bank, the Accountholder hereby agrees that all documents forwarded to his "Hold-All-Mail" address shall be regarded as valid receipt by him even though it may be impossible for him to review such documents and notify the Bank of any errors or omissions before they are deemed by the Terms to be conclusively binding on the Accountholder.

16. **Statement, advice or confirmation**

16.1 A statement of account setting out debits and credits to an Account and a summary of the Accountholder's deposits, transactions or investments will be issued by the Bank monthly and within fourteen (14) days following the statement cycle day. An advice or confirmation will be issued by the Bank within fourteen (14) days of any transaction.

16.2 The Accountholder agrees that it is his sole responsibility to ensure that every statement, advice or confirmation is received in due time according to the ordinary course of posting and to enquire with and obtain the same from the Bank forthwith if not duly received. The Accountholder undertakes to verify the correctness of each statement, advice or confirmation, and to notify the Bank within ninety (90) days from its receipt of any discrepancies, omissions, errors or wrong or incorrect entries or details. At the end of the period of ninety (90) days, the Bank's records and the details of the statement, advice or confirmation shall be conclusive evidence against the Accountholder without any further proof that they are correct except as to any alleged errors so notified and subject to the Bank's right to adjust and amend (which may be exercised by the Bank at any time) any entries or details wrongly or mistakenly made by the Bank.

16.3 The Bank shall be free from all claims in respect of the Account and the particulars of the deposits, transactions or investments contained in the statement, advice or confirmation notwithstanding any discrepancies, omissions, errors or wrong or incorrect entries or details as so stated whether made, processed or paid out as a result of forgery, fraud, lack of authority, negligence or otherwise by any person whatsoever except:

(a) unauthorized transactions arising from forgery or fraud by any third party including any of the Accountholder's employee, agent or servant and in relation to which the Bank has failed to exercise reasonable care and skill;

(b) unauthorized transactions arising from forgery or fraud by any of the Bank's employee, agent or servant; or

(c) other unauthorized transactions arising from the default or negligence on the Bank's part or on the part of any of the Bank's employees, agents or servants.

The foregoing provisions of this section 16 shall be binding on the Accountholder notwithstanding any statement, advice or confirmation may call for signed acknowledgement and return by the Accountholder which he has not so arranged.

17. **Fees, charges and interest**

17.1 All Services will be charged in accordance with the Bank's then prevailing practice and a schedule of the Bank's fees, interest payment adjustments and required average monthly balance for any Account for the Bank's respective Services is available to the Accountholder upon request. All credit facilities extended by the Bank to the Accountholder shall carry interest and be subject to

payment of annual service fee, periodic minimum repayment amount and (in case of late payment) late charge or default interest in the Bank's favour at the rates from time to time respectively fixed and customarily charged by the Bank for similar facilities. The Bank may at any time change such fees, amounts of reduction in interest payments, average monthly balance, rates, charges, periods and amounts of payment without the Accountholder's prior consent. All the above matters including any changes will be notified to the Accountholder as may be required by the relevant laws and regulations.

17.2 The Bank may debit any Account with the amount of any tax, fee, interest, late charge, default interest, charge or expense payable by the Accountholder. The Bank may also include its fee or charge in the price or rate for the investment the Bank quotes to or transacts for the Accountholder and retains such fee or charge for the Bank's benefit.

17.3 The Bank may accept rebates, fees and other forms of payment from any third party on any transaction effected for the Accountholder and retain the same for the Bank's benefit.

17.4 All costs and expenses (including legal costs and costs for hedging, unwinding or similar contracts) incurred by the Bank in connection with the preservation, protection or enforcement of the Bank's rights will be reimbursed by the Accountholder upon the Bank's demand.

18. **Taxes**

Any and all payments (whether of principal, interest, fee or otherwise) to be made by the Accountholder under this Agreement or under any instrument delivered hereunder shall be made free and clear of and without deduction for any present or future taxes, levies, imposts, deductions, charges, or withholdings, and all liabilities with respect thereto, excluding taxes imposed on net income. If the Accountholder shall be required by law to make any such deduction from any payment hereunder,

(a) the sum payable by the Accountholder shall be increased as may be necessary so that after making all required deductions (including deductions applicable to additional sums payable under this section 18) the Bank receives an amount equal to the sum the Bank would have received had no such deductions been made;

(b) the Accountholder shall make such deductions; and

(c) the Accountholder shall pay the full amount deducted to the relevant taxation authority or other authority in accordance with any relevant laws and regulations.

19. **Closing and suspension of the Account**

19.1 The Bank may close any Account maintained by the Accountholder by giving at least 30 days' notice in writing to the Accountholder, and in the case of the Accountholder who is an individual and requests for a longer period of notice, the Bank may at its discretion give a longer period of notice to that Accountholder for closure of any Account where it is practicable to do so. The Bank is entitled to immediately close an Account without notice in the exceptional circumstances, for example where the Account is being used or is suspected of being used for illegal activities. Any balance standing to the credit of any closed Account after deduction of any amounts due to the Bank but unpaid, will either:

(a) be transferred by the Bank to a non-interest bearing suspense account pending withdrawal by the Accountholder; or

(b) be paid by the Bank to the Accountholder by cheque mailed to the Accountholder's last communication address notified to the Bank.

19.2 Without liability to the Accountholder, the Bank shall be entitled immediately without any prior notice, or the consent of the Accountholder, to suspend the operation of any Account (including suspension of payment or withdrawal) for such period as the Bank deems fit where:

(a) there is irregularity in the operation of such Account as the Bank may determine;

(b) conflicting Instructions are received by the Bank in relation to the Account concerned;

(c) any proposed change to the signing requirements existing for the time being in respect of the Account is not acceptable to the Bank; or

(d) the Bank shall have received claims from third party or parties on funds or any part thereof in the Account concerned.

20. **Right to set off the Account**

20.1 The Accountholder agrees that in addition to any general lien or similar right to which the Bank may be entitled at law, the Bank may, at any time and without prior notice, set off any credit balance in any of the Accounts (wherever situate and maintained by the Bank for whatever purpose) with any debit balance or the Accountholder's liabilities due, owing or unpaid to the Bank in any of such other Accounts and apply such credit balance in or towards satisfaction of such debit balance or liabilities (if the Account in credit is a Joint Account, then such of the Accountholder's liabilities to be offset by the Bank will include the Accountholder's individual liabilities and joint liabilities with others), whether such debit balance or liabilities be primary, collateral, several, joint or in other currencies. Further, in so far as the Accountholder's liabilities to the Bank are contingent or future, the Bank's liability to the Accountholder to make payment of any sum standing to the credit of any of the Accounts shall to the extent necessary to cover such liabilities be suspended until the happening of the contingency or future event.

20.2 In order to effect such set-off, the Bank shall be entitled to convert any credit balance in any of the Accounts to any other currency at the then prevailing spot rate of exchange quoted by the Bank. The Bank will notify the Accountholder as soon as practicable after exercising any such set-off.

21. **Limitation of Liability and indemnity**

The Accountholder agrees that except for the Bank's gross negligence or wilful misconduct, the Bank will not be under, and the Accountholder will fully indemnify the Bank against, any liability for taking or omitting to take any action in relation to any matter herein including the following:

(a) the operation of any Account and the provision of any Services by the Bank;

(b) the Bank's ability to account for any transaction is restricted or affected for any reason or cause beyond the Bank's control;

(c) any action or omission (including any negligence or default) of any broker, agent, correspondent, custodian or counterparty involved in any transaction;

(d) any loss or damage caused by malfunction or breakdown in, or delay or failure of, or interference with, any transmission, electronic or communication facilities, or external clearing houses or systems;

(e) any unavailability or diminution in the value of the Accountholder's funds or investments due to taxes, deductions, withholdings, imposts or depreciation, market factors, changes in laws, rules or regulations, acts of government and regulatory authorities in any country relating to exchange controls, restrictions on convertibility, moratoria, expropriations, requisitions, changes in any country's currency for any reason, involuntary transfers or causes beyond the Bank's control;

(f) acting on any written, verbal, telephone, facsimile or electronic Instructions given by any person whom the Bank believes in good faith to be the Accountholder or Authorised Signatory or to have authority to give Instructions on the Accountholder's behalf, regardless of the prevailing circumstances or the nature of the transactions and notwithstanding any error, misunderstanding, fraud, forgery or lack of clarity in the giving, receipt or contents of such Instructions.

22. **Joint Account**

22.1 If an Account is opened and maintained in the names of two or more persons:

(a) all the agreements, rights, liabilities and obligations of the Accountholders with and to the Bank arising out of or under such Joint Account shall be joint and several and the word "Accountholder" shall refer to all or any of them and all the Terms shall be so construed accordingly. Each Accountholder shall remain a principal debtor for all amounts owing hereunder or under any Joint Account and shall not in any circumstances be construed to be a surety for the liabilities or obligations of any other Accountholder;

(b) upon the death of any Accountholder, the balance (if any) standing to the credit of the Joint Account shall be paid by the Bank in accordance with the Instructions of the survivor(s) subject to any relevant laws and regulations;

(c) the Bank shall be entitled to debit the Joint Account or grant any advances, credit or other banking facilities or accommodation to and enter into any loan, credit, security or derivative document or any other agreement, document or instrument or arrangement with the Accountholders at the request of, or act upon any Instruction received from, one or more of the Accountholders if such request or Instruction is in accordance with the Terms or the Accountholders' authorization;

(d) the Bank may, at any time and without notice, apply all or part of the funds standing to the credit of the Joint Account and any other account with the Bank in the name of one or more of the Accountholders (whether singly or jointly with others) in or towards discharging any individual liabilities of each Accountholder or his joint liabilities with others due, owing or unpaid to the Bank.

22.2 The liabilities and obligations of the Accountholders shall not be impaired by:

(a) any Terms ceasing to be legal, valid, binding and enforceable in relation to any Accountholder whether as a result of lack of corporate capacity, due authorization, effective execution or otherwise;

(b) any giving of time, forbearance, indulgence, compromise, variation of liability, release of security, waiver or discharge in relation to any Accountholder or any other party to any loan, credit, security or derivative document or any other agreement, document or instrument or arrangement; or

(c) any other matter or event whatsoever which might have the effect of impairing all or any of the liabilities and obligations of any Accountholder.

22.3 The Bank's obligation to notify the Joint Accountholders will be discharged if the Bank notifies any one of the Accountholders.

22.4 The Bank may credit the Account with investments including cheques or remittances received in the name of any one or more of the Joint Accountholders.

23. **Sole Proprietorship or Partnership Account**

23.1 If Account is opened and maintained in the name of a sole proprietorship or partnership firm (the "Firm"):

(a) the Accountholder shall, upon any change (i) in the constitution (whether by retirement, death, bankruptcy or admission of new partners) or (ii) in the name of the Firm, immediately give written notice thereof to the Bank, and until the time of the Bank's actual receipt of such notice, the sole proprietor or the partners (as the case may be) of the Firm on record with the Bank shall remain liable to the Bank as such and be deemed to have represented at all times to the Bank that the constitution and name of the Firm have remained unchanged and the Bank shall be entitled to act accordingly and the Terms and all authorities given to the Bank howsoever in relation to the Account shall continue to be binding and of full effect irrespective of whether or not such change has in fact occurred and put on record with the Business Registration Office or any other relevant government departments or authorities; and

(b) the word "Accountholder" shall include the Firm and its sole proprietor or partners (as the case may be) and all the terms and conditions hereof shall be so construed accordingly.

23.2 In case of a partnership firm, all the partners shall be jointly and severally liable to the Bank on the Account and if any one or more of the partners ceasing to be a partner of the Firm by retirement, death, bankruptcy or otherwise, the Bank shall be entitled and is authorized:

(a) to treat the surviving or continuing partner(s) for the time being as having full power and authority to carry on business of the Firm and deal with all its assets as freely as if there had been no change in the Firm and anything done pursuant to the Instruction of such surviving or continuing partner(s) shall be conclusively binding on all of the partners and their respective estates and personal representatives, including the one or more of the partners who shall have so ceased to be a partner or partners; and/or

(b) at the request of the surviving or continuing partner(s) for the time being to close any Account and open a new bank account or account(s) with them in the same name as that of the Firm (hereinafter referred to as the "New Firm") and carry on business with them and collect and pay into such new account(s) any or all cheques, bills, drafts, notes and/or other instruments with the name of the Firm as the named payee (whether they are in fact payable to the Firm or the New Firm) without enquiry and such collection and payment shall be a valid discharge to the Bank and conclusively binding on all of the partners of the Firm and their respective estates and/or personal representatives, including one or more of the partners who shall have so ceased to be partner or partners, irrespective of whether or not such payment or collection will in fact result in the reduction of payment or satisfaction of any or all of the debts or liabilities of the New Firm to the Bank and/or otherwise be used only for the benefit or business of the New Firm or the partners of the New Firm to the Bank's knowledge.

For the avoidance of doubt, it is hereby expressly declared that this section 23 shall continue to apply and have effect irrespective whether or not any notice of change in the constitution or name of the Firm has in fact been sent to and received by the Bank and whether or not the partnership of the Firm be deemed in law or fact to have been dissolved or ceased to exist.

24. **Trust Account**

24.1 Where the Accountholder acts as the personal representative of the estate of any deceased individual or as the trustee of a trust:

(a) the Bank is not obliged to:

(i) accept cheques or payment orders for clearing or collection for credit to the Account other than those drawn or made in the Accountholder's favour;

(ii) act on any Instruction relating to an Account or any Service other than from the Accountholder; or

(iii) obtain any consent from, or see to the administration of the estate of any deceased individual (if the Accountholder acts as personal representative) (the "Estate") or the execution of any trust (if the Accountholder acts as trustee) (the "Trust") for, any heir in respect of the Estate or (as the case may be) beneficiary in respect the Trust;

(b) the Bank may require the Accountholder to provide it with, and the Accountholder will provide the Bank with, such information on the Estate or any settlor, beneficiary or any other person under the Trust (collectively the "persons under the trust"), as the case may be, as may be required by the Bank. If the Accountholder cannot disclose such information due to the Accountholder having entered into any confidentiality agreement in respect thereof, the Accountholder must:

(i) provide the Bank with undertakings in form and substance satisfactory to it and in relation to such matters as the Bank may from time to time require; and

(ii) upon the Bank's request, promptly provide the Bank with information and documents relating to all persons under the trust;

(c) the Accountholder must observe anti-money laundering legislation of the country where the Accountholder is resident /registered /incorporated and where the Account is located and understands that the Bank may be requested to provide information about the Account or all persons under the trust by any relevant agency or authority, and the Bank has no obligation to ascertain or enquire into the purpose for which such information is requested;

(d) in relation to the Trust, the Accountholder represents and warrants to the Bank (which representations and warranties are deemed repeated on a continuous basis for so long as the Accountholder has any Account or any outstanding Services or transactions with the Bank) that:

(i) the Trust is validly constituted in accordance with all relevant laws and regulations;

(ii) all necessary steps have been taken, all discretions have been properly exercised and the Accountholder has the power to open and operate each Account and apply for each Service and enter into every loan, credit, security or derivative document or any other agreement, document or instrument or arrangement with the Bank from time to time, under the constitution and under the trust deed or instrument constituting the Trust (the "Trust Deed");

(iii) the Accountholder is the sole trustee or are the sole joint trustees (as the case may be) of the Trust and no new trustees have been appointed, and no steps have been taken for the Accountholder to resign or be replaced as the trustee and the Accountholder shall forthwith notify the Bank if any such steps are taken;

(iv) there have been no amendments to the Trust Deed which have not been disclosed in writing to the Bank;

(v) there are no restrictions on the Accountholder's right to be indemnified from the assets of the Trust, other than in the express written terms of the Trust Deed or at law and nothing has occurred to affect that right and the Accountholder is not in default under any provision of the Trust Deed;

(vi) where there is more than one trustee, the Accountholders as trustees shall be jointly and severally liable to the Bank for any of the Trust's obligations to the Bank under the Terms, any loan, credit, security or derivative document or any other agreement, document or instrument or arrangement with the Bank;

(vii) entering into and performing the terms of the Terms, any loan, credit, security or derivative document or any other agreement, document or instrument or arrangement with the Bank involves no breach of any duty by the Accountholder in relation to the Trust Deed; and

(viii) no steps or proceedings have been taken for the winding up or termination of the Trust;

(e) if required by the Bank, the Accountholder will provide the Bank with a certified true copy of the Trust Deed and a legal opinion (in form and substance acceptable to the Bank) that confirms the above;

(f) notwithstanding the provision by the Accountholder to the Bank of a copy of the Trust Deed, the Bank shall be deemed not to have knowledge, whether actual or constructive or otherwise, of any provisions in the Trust Deed save and except where the Bank has actual knowledge, in which case such actual knowledge shall be deemed to be limited only to provisions relating to the identity of the settlor, the beneficiaries and trustee(s) and provisions relevant in order for the Bank to determine that the Trust has been constituted, the general signing powers of the trustee(s) and their representatives, the purposes of the Trust, the reasons for opening the Account and anticipated Services which may be

requested for the Trust. In particular, the Bank has no duty or obligation to review the terms of the Trust Deed or the powers and duties of the trustee(s) nor to determine whether the trustee(s) is in breach of the provisions of the Trust or the Trust Deed and shall be deemed not to have any such knowledge, whether actual or constructive;

(g) any liability of or indemnity given by the Accountholder or any of the Accountholder's other obligations under the Terms shall be on the basis that the Bank has full recourse to all the assets of the Estate or the Trust (as the case may be) as well as any and all assets and amounts standing to the credit of the Account;

(h) the Accountholder agrees that, even though the Accountholder acts as personal representative(s) or trustee(s), the Accountholder will be personally liable in respect of any Liabilities for which the Accountholder has no right to be indemnified from the assets of the Estate or the Trust (as the case may be) or where the Accountholder has no right to be subrogated to such right of indemnity, or in respect of any breach by the Accountholder of any of the above representations or warranties or any of the provisions of the Terms, any loan, credit, security or derivative document.

24.2 The Bank will not be liable to the Accountholder for any Losses arising from or in connection with its having executed or otherwise relied on Instructions that were given by the Accountholder or the Authorized Signatory, whether in breach of trust, duty or any lack of capacity, authority or power.

25. **Customer information**

25.1 The Accountholder hereby acknowledges the receipt of a copy of the Bank's Notice (the "Notice") to Customers relating to the Personal Data (Privacy) Ordinance (the "PDPO") and agrees to the handling of the Accountholder's information in accordance with the terms of the Notice as amended by the Bank from time to time.

25.2 The Accountholder hereby warrants that:

(a) the Accountholder will obtain the prior consent of the Accountholder's referees before giving the referees' names and their information to the Bank; and

(b) all information provided by the Accountholder to the Bank is provided voluntarily and that such information is true, correct and complete in all respects.

25.3 The Accountholder and (if applicable) each of the Accountholder's partners/committee members/directors understand that the Bank may not be able to provide any Service to the Accountholder if he fails to provide any information requested by the Bank. The Accountholder and (if applicable) each of the Accountholder's partners/committee members/directors may always contact such persons referred to in the Notice to gain access to and request correction to his information provided to the Bank.

25.4 The Accountholder and (if applicable) each of the Accountholder's partners/committee members/directors hereby authorize the Bank and any recipient of his personal and account information or records from the Bank to disclose to or obtain from (a) any branch of the Bank; (b) any actual or proposed participant or sub-participant in, or transferee, assignee or successor of, all or any part of the assets or business of the Bank or any of its branches; (c) any party giving or proposing to provide a guarantee or third party security to secure the Accountholder's liabilities or obligations; (d) any financial institutions, charge or credit card issuing companies, credit reference agencies, collection agencies or service providers; and (e) any other person who has established or proposes to establish any business relationship with the Bank (which is directly related to the purposes of the Bank's collection of such information or records), any of his personal and account information or records collected at any time and from whatever source, and any such person or entity may utilise such information in the course of any business carried on by him or it.

25.5 The Accountholder and (if applicable) each of the Accountholder's partners/committee members/directors may at any time in accordance with the PDPO (a) request the Bank to inform him of the information which is routinely disclosed to a credit reference agency and in the event of default to a debt collection agency; and (b) request the Bank to provide him with further information to enable the making of an access and correction request to the relevant credit reference

agency or debt collection agency.

25.6 The Bank may set up any service centre outside Hong Kong from which the Accountholder may access or give any Instruction on the Accounts. Any transaction at a place outside that service centre will only become effective when the Instruction can be processed and fully implemented at that place according to its relevant laws and regulations. The Accountholder and (if applicable) each of the Accountholder's partners/committee members/directors consent to the keeping and transfer of all his personal and account information or records (collected at any time and from whatever source) by the Bank or recipient of the same from the Bank in and to any country as the Bank or such recipient considers appropriate and also to the release or disclosure of the same in accordance with the relevant laws and regulations in such country.

25.7 The Accountholder and (if applicable) each of the Accountholder's partners/committee members/directors hereby agree that the Bank and any recipient of his personal and Account information or records from the Bank may use the same collected at any time and from whatever source for opening and maintaining any Account for the Accountholder, maintaining the Accountholder's relationship with the Bank or such recipient, providing or promoting Services or other products made available by the Bank or such recipient to him, carrying out matching procedure whether for the purpose of taking adverse action against him or not, or maintaining a credit history of him (whether or not the Accountholder's relationship with the Bank has been terminated or whether there exists any relationship between him and such person) for present and future reference.

26. **Assignment**

The Bank may by instrument assign or transfer any or all of its rights and obligations under this Agreement to any successor in or outside Hong Kong as may be appointed by the Bank and thereafter the courts of such place shall be the forum for the administration of all the matters thereby affected. Any successor shall have all the powers, rights, authorities, duties and obligations conferred upon and undertaken by the Bank under this Agreement and by the relevant laws and regulations. Any and all attorneys-in-fact, agents, custodians or depositories of the Accountholder's investments previously acting for the Bank shall be deemed to continue to act in such capacity for and be authorized to accept Instructions from any successor in the Bank's place.

27. **Bank's agents**

The Bank may use the service of any other branch of the Bank, or any bank, correspondent or agent in any location it deems advisable in connection with any collection for or other business or transaction of the Accountholder. Such branch of the Bank, or such bank, correspondent or agent is deemed to be the agent of the Accountholder and the Bank shall not, in any circumstances, be responsible or liable to the Accountholder by reason of any act, omission or insolvency of any such branch, or such bank, correspondent or agent, or by reason of the loss, theft, destruction or delayed delivery of any instrument while in transit or in the possession of such branch, or such bank, correspondent or agent. All charges incurred by the Bank shall be borne by the Accountholder.

28. **Amendments**

28.1 The Bank may at any time amend, delete, replace or add any term of the Terms by giving prior notice to the Accountholder subject to any relevant laws and regulations.

28.2 Notice of amendment of the Terms may be given in any of the following manner, which will be deemed to have been received by the Accountholder at the time of publication by the Bank:-

(a) press advertisement;

(b) prominent display of notice in the banking halls of the Bank;

(c) display of notice on ATM sites/screens;

(d) phone-banking message; and

(e) notice posted on the website of the Bank.

28A **Tax Compliance Provisions**

28A.1 **Defined Terms:**
In this section 28A, unless the context otherwise requires, the following terms and expressions shall have the following meaning:

"**Account Information**" means any information relating to any Account of the Accountholder with the Bank including without limitation the account number, account balance or value, gross receipts, withdrawals and payments to or from the Account.

"**Authority**" means any government or any political subdivision thereof, any legal, judicial, governmental, administrative, public or regulatory body or authority, any tax or revenue authority, industry bodies or associations of financial services providers, law enforcement body, court or central bank in any jurisdiction within or outside Hong Kong existing currently or in the future.

"**Compliance Requirements**" means obligations imposed on the Bank under or pursuant to:

(a) any local or foreign law or regulation binding or applying to the Bank within or outside Hong Kong existing currently and in the future;

(b) any rule, guideline, guidance, demand, request or code of practice given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside Hong Kong existing currently and in the future;

(c) any present or future contractual or other commitment or agreement with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on the Bank by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations, and include such obligations or requirements applicable to the Bank pursuant to FATCA and AEOI.

"**Connected Person**" means a person or entity (other than the Accountholder) whose information (including Tax Information) is provided by the Accountholder, or on the Accountholder's behalf, to the Bank or which is otherwise received by the Bank in connection with the opening, operation and/or maintenance of the Account(s) of the Accountholder and/or the provision of the Services by the Bank to the Accountholder. For the avoidance of doubt, this term may include a director, shareholder, or officer of a company, a partner of a partnership, the sole proprietor of a sole proprietorship, the trustee, settler, or protector or beneficiary of a trust, the substantial owner, controlling person, or beneficial owner of the Accountholder, the agent or nominee of the Accountholder, or any other person or entity having a relationship to the Accountholder that is relevant to the Accountholder's relationship with the Bank. For this purpose and under FATCA, a "controlling person" means any person who exercises control over an entity, and a "substantial owner" includes any individual who is directly or indirectly entitled to more than 10 percent of the profits or capital of an entity or with an interest of more than 10 percent of the entity's equity or beneficial interest.

"**FATCA**" means Section 1471 to 1474 of the United States Internal Revenue Code of 1986, as amended and any associated similar or analogous legislation, treaty, intergovernmental agreement, foreign financial institution agreement, regulation, instruction, or other official guidance of any Authority in any jurisdiction whether within or outside of Hong Kong.

"AEOI" means Automatic Exchange of Financial Account Information which is a system that involves the transmission of Account Information from a tax jurisdiction to an overseas tax jurisdiction with which such tax jurisdiction has entered into AEOI agreement (or known as an "AEOI partner"). The information relates only to the tax residents of the jurisdiction of the AEOI partner. The legal provisions for exchange of Account Information provided under the Hong Kong Inland Revenue Ordinance (Cap.112) which defines a "controlling person" means an individual exercises control over the entity if the individual owns or controls, directly or indirectly, including through a trust or bearer share holding, not less than 25 percentage of the issued share capital of the entity; or is directly or indirectly entitled to exercise or control the exercise of not less than 25 percentage of the voting rights at general meetings of the entity; or exercises ultimate control over

the management of the entity.

"**Personal Information**" means:

(i) where the Accountholder and any Connected Person is an individual, his full name, identification document/passport number, date and place of birth, residential address, mailing address, contact information (including telephone number), and any taxpayer identification number, social security number, citizenship(s), residency(ies) and tax residency(ies) and (if applicable) such other information as the Bank may reasonably require regarding Accountholder and any Connected Person;

(ii) where the Accountholder and any Connected Person is a corporate/entity, its date and place of incorporation or formation, registered address, place of business, tax identification number, tax status, tax residency and (if applicable) such other information as the Bank may reasonably require regarding the Accountholder and any Connected Person and each of its substantial owners, controlling persons, and beneficial owners.

"**Tax Information**" in respect of the Accountholder and any Connected Person, means:

(i) any documentation or information about the tax status of the Accountholder and any Connected Person;

(ii) Personal Information of the Accountholder and any Connected Person; and (iii) Account Information.

28A.2 **Provision of Information:** The Accountholder agrees to provide the Bank with such documents, certifications and information (including the Tax Information of the Accountholder and if applicable, any Connected Person) as reasonably required by the Bank from time to time for compliance with the Compliance Requirements. The Accountholder acknowledges and agrees that this may include:

(a) the self-certification from the Accountholder and/or the relevant Connected Person as to his/their tax status in the Bank's prescribed form or in such other form agreed by the Bank, or such other documentary evidence acceptable to the Bank; and

(b) all documentation and other information from time to time required by the Bank for the purpose of performing the due diligence and identification procedures in relation to the Accountholder in accordance with Compliance Requirements and its internal policies (including verification of the identity of the Accountholder or, as the case may be, any Connected Person and source of funds and the nature of business of the Accountholder).

The Accountholder warrants, represents and undertakes that (a) the Tax Information of the Accountholder and any Connected Person furnished by the Accountholder to the Bank is true and accurate in all material respects and does not omit material facts; and (b) when there is a change or addition to the Personal Information of the Accountholder and (where applicable) any Connected Person, the Accountholder must update the Bank promptly (and in any event no later than 30 days from the date of the change or addition) of the change or addition.

28A.3 **Disclosure of Information:** In addition and without prejudice to any other provisions in the Terms and other agreement between the Bank and the Accountholder permitting the disclosure of information by the Bank, the Accountholder agrees and consents that the Bank may disclose the Tax Information of the Accountholder and (if applicable) any Connected Person to any Authority or other person in any jurisdiction (whether inside or outside Hong Kong) for complying with Compliance Requirements. The Accountholder confirms and warrants that, in respect of any information provided to the Bank that relates to any Connected Person, the Accountholder has obtained the consent of such Connected Person to the provision of such information to the Bank and for the disclosure to the Authority or such other persons in order for the Bank to comply with Compliance Requirements.

28A.4 **Withholding of Payment:** Any payments by the Bank to the Accountholder shall be subject to any withholding and deduction as required under the Compliance Requirements and the Accountholder agrees and acknowledges that pursuant to the foregoing, the Bank may, without notice or liability to

the Accountholder, perform, or cause to be performed withholding of any monies payable to the Accountholder, deposit any such monies into a suspense or other account and/or retain such monies pending determination of the applicability of such withholding or deduction requirement under Compliance Requirements. The Bank shall not be liable for any gross up, loss or damage suffered by the Accountholder by reason of such withholding, retention or deposit arising out of such Compliance Requirements.

28A.5 **Termination:** The Accountholder agrees that the Bank may at any time close or terminate any Account of the Accountholder and/or discontinue entirely or in part the Bank's relationship, agreement or arrangement with the Accountholder without having to give any notice if the Accountholder fails to comply with any of the requirements under this section 28A, including failing to provide information, certifications and/or documents as required by the Bank for complying with Compliance Requirements or any Tax Information (whether in relation to the Accountholder or any Connected Person) being inaccurate, incomplete or not promptly updated.

28A.6 **Tax Responsibilities:** The Accountholder is solely responsible for understanding and complying with the Accountholder's tax obligations in the applicable jurisdictions. The Accountholder is advised to seek independent legal and tax advice and the Bank does not provide any tax or legal advice.

29. **Miscellaneous**

29.1 The Bank's failure or delay in exercising any rights, power or privilege under the Terms or otherwise shall not operate as a waiver, nor shall a single or partial exercise, enforcement or waiver of any such rights, power or privilege preclude the Bank's further exercise, enforcement, or the exercise or enforcement of any other right, power of privilege.

29.2 If any one or more of the provisions contained in the Terms shall be invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

29.3 The Terms shall enure to the benefit of and be binding on the Bank and the Accountholder, their respective successors and permitted assigns.

29.4 The Terms shall continue to be binding on the Accountholder notwithstanding:

(a) any change in the name or constitution of the Bank; or

(b) the consolidation or amalgamation of the Bank into or with any other entity;

and in such event, such entity shall thereupon substitute for the Bank in relation to the Terms, all Accounts and all Services made available at that time by the Bank to the Accountholder and the Terms shall continue in force as between the Accountholder and such entity.

29.5 In the event of any discrepancies between the English version and the Chinese version of the Terms, the English version shall prevail.

29.6 No person other than the Accountholder and the Bank will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of this Agreement.

30. **Governing law and jurisdiction**

30.1 The Terms and all disputes between the Accountholder and the Bank in connection with the Terms or the Services of the Bank shall be governed exclusively by and construed in accordance with the laws of the Hong Kong and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.

30.2 Each transaction or its underlying investment or instrument shall be subject to the relevant laws and regulations of the jurisdiction where it is made or located.

31. **Claims in different jurisdictions**

31.1 Any proceedings whatsoever for the recovery of any monies claimed to be due from the Bank or any alleged payment obligations of the Bank shall be instituted by the Accountholder exclusively in the courts of Hong Kong unless the Bank otherwise agrees in writing, and any judgment or order made against the Bank shall not be enforceable or executed against any of the Bank's other branches outside Hong Kong.

31.2 The provisions herein shall not in any way prejudice or affect the rights of the Bank to recover in any jurisdiction whatsoever any Liabilities due to it by the Accountholder under any Account or any agreement, document or instrument or arrangement whatsoever with the Bank or to enforce in any jurisdiction whatsoever any security furnished by the Accountholder to the Bank.

Customer Suggestion and Complaint

Agricultural Bank of China Limited, Hong Kong Branch is committed to providing quality services to the Accountholder. The Accountholder's feedback and suggestions are valuable for the Bank to serve better. If the Accountholder has any comments, suggestions or complaint on the Bank's services and products, the Accountholder may obtain the **Customer Suggestion Form** at the Bank's registered office in Hong Kong or from the Bank's website and complete that form and return it by mail or in person to such office, or fax it to the Bank at 2866 0133.

Please rest assured that all customer complaints are handled confidentially and according to the Bank's internal Complaint Handling Procedure which complies with the guidelines issued by the Hong Kong Monetary Authority. All complaints are logged and will be investigated by the Bank's independent Complaint Handling Officer. Where issues are identified, the Bank shall take all necessary steps to address them.

Upon receipt of the Accountant's feedback or opinion, the Bank will follow up and endeavour to respond before the close of the next business day. If the Bank needs more time to look into the matter, the Bank will send the Accountholder:

- an acknowledgment of receipt advising the Accountholder of the contact details of the person following up on the case within 7 days; and
- a written response within 30 days to the Accountholder's feedback or opinion.

目錄

1. 銀行及賬戶持有人之協議 34
2. 定義 34
3. 一般條款之應用 35
3.1 特定一般條款 35
3.2 修改或新設或加增一般條款 35
4. 開立賬戶手續 36
4.1 服務提供 36
4.2 “認識你的客戶” 36
5. 指示 36
5.1 指示形式 36
5.2 指示範圍 36
5.3 獲授權指示 37
5.4 多位授權簽署人口頭指示 37
5.5 電話錄音 37
5.6 銀行核證 37
5.7 不執行指示的酌情權 38
5.8 執行指示 38
5.9 電子銀行服務 38
5.10 以卡接駁賬戶 38
5.11 電子銀行服務責任 39
5.12 電子銀行服務風險披露 39
6. 款項提存 40
6.1 存款 40
6.2 支付責任 40
6.3 提款 40
7. 最低結餘 41
8. 款項之轉匯 41
9. 往來賬戶 41
9.1 一般條文 41
9.2 支票的使用 41
9.3 往來賬戶 42
9.4 透支 43
9.5 退票 43
9.6 保留支票及其他票據 44
9.7 利息 44
10. 儲蓄賬戶 44
11. 存款賬戶 44
12. 人民幣賬戶或商業交易 44
12.1 人民幣賬戶風險披露 44
12.2 人民幣存款 45
12.3 匯進及匯出中國 45
12.4 人民幣兌換 45
13. 外幣風險披露 45
14. 投資資料 45
15. 通訊 46
16. 結單、通知書或確認書 46
17. 費用、收費及利息 47
18. 稅收 47
19. 結束及暫停賬戶 47

20. 對賬戶抵償的權利 48
21. 責任限制及賠償保障 48
22. 聯名賬戶 48
23. 獨資商號或合夥商號賬戶 49
24. 信託賬戶 50
25. 客戶資料 51
26. 轉讓 52
27. 銀行代理人 52
28. 修改 52
29. 雜項 54
30. 管制法律及管轄區 54
31. 在不同管轄區之申訴 54
客戶意見及投訴 54

本文乃提供本銀行服務之資料及構成閣下與銀行間之協議，請詳閱下列一般條款以確保閣下明白其條款及條件。

賬戶之一般條款

1. 銀行及賬戶持有人之協議

此等條款構成賬戶持有人已簽署之開戶表格之一部分，且共同作為賬戶持有人及中國農業銀行股份香港分行(“銀行”)現時及將來提供各類服務之協議。

2. 定義

2.1 在本協議中，下列詞語應含相對意義:

“賬戶”指所有及任何賬戶持有人現時或不時就任何或所有服務在銀行開立之賬戶(包括分賬戶)(該賬戶可由任何名稱、描述或號碼識認，或在未有上述形式識認的情況下，參照由銀行對其與賬戶持有人之關係或連帶地所提供之服務作為識認)。

“賬戶持有人”指以其名義開立賬戶之人士(包括任何(一名或多於一名)自然人、公司、合夥商號、獨資商號或會所或組織)。若由賬戶持有人以遺產代理人或受託人的身份開立賬戶，該提述則分別指為任何死者遺產或信託目的開立賬戶之遺產代理人或(視情況而定)受託人。

“開戶表格”指與任何賬戶或服務有關的開戶申請表及有關之授權書。

“本協議”指有關賬戶持有人與銀行間關係之本協議，包含一般條款(包括不時之修改、新設或加增之條款或補充)。

“授權簽署人”指獲授權(不論單獨或共同)代表賬戶持有人就任何賬戶及其操作發出指示或與銀行訂立任何協議或安排、要求銀行提供任何服務或新服務或於銀行開立賬戶的人仕。

“銀行”指中國農業銀行股份有限公司香港分行，且任何該提述包括其繼承人及認許受讓人。

“營業日”指，就香港而言，銀行在香港對公眾開放營業的日期(星期六、日或公眾假期除外)；就香港以外任何地區而言，銀行在該地區為賬戶持有人的利益執行服務之其他分行、聯絡人、代理人或營運商對公眾開放營業的日期(星期六、日或公眾假期除外)。

“指定商戶”指屬於中國有關法律及規例不時指定的任何業務種類之中國指定商戶，而銀行可為其開立人民幣存款賬戶或提供人民幣服務。

“電子銀行服務”指透過互聯網、無線網絡、自動櫃員機、固定電話網絡或其他電子終端機或設備提供的銀行服務。

“電子銀行服務規定”指透過電郵或其他電子方式發出指示而採用的，由銀行對電子銀行服務不時訂明或應用之保安程序或銀行訂明之任何接駁代碼、電子簽名、密碼、識別號碼、電子裝置或其他設備。

“港元”指香港法定貨幣之香港元。

“香港”指中國之香港特別行政區。

“指示”指由賬戶持有人或授權簽署人向銀行發出或看來由其發出與賬戶或服務有關的任何指示、指令、通知、通訊、訊息、資料或其他材料。

“債項”指賬戶持有人現時或將來不時(不論是單獨或共同地及不論是以主事人或擔保人或其他身份)欠負銀行的任何或所有債項及使銀行招致的或須支付予銀行的所有收費、利息、費用、成本及開支(不論屬實有、將來或或有性質)，包括一般條款、任何貸款、信貸、抵押或衍生性金融文件、或銀行與賬戶持有人或適用於或對賬戶持有人具約束力的任何其他協議、文件或文書或安排下到期、欠負或未清償的債項。當一般條款、任何貸款、信貸、抵押或衍生性金融文件、或任何其他協議、文件或文書或安排是由銀行與兩位或以上賬戶持有人訂立時，則“債項”應被視為指該等賬戶持有人現時或將來不時共同及各別地欠負銀行(及不論以主事人或擔保人或其他身份)的任何或所有債項(不論屬實有、將來或或有性質)，包括一般條款、任何貸款、

信貸、抵押或衍生性金融文件、或銀行與該等賬戶持有人之間或適用於或對該等賬戶持有人具約束力的任何其他協議、文件或文書或安排下到期、欠負或未清償的該等共同及各別的債項。

“損失”指以任何方式引起的任何損失、賠償金、收費(包括按全數彌償基準的法律費用)、罰款、開支(包括所有稅項、稅款及其他徵稅、利息、服務收費及其上的所有貨品及服務稅)、費用、收費、訴訟、訟案、法律程序、申索、命令、對賬戶或衡平法的補償或衡平法的留置權的申索、任何其他索求、債項或補救方法、任何財產或投資的價值的縮減或有任何損失或損害或任何失去增加其價值的機會或其他情況。

“私人密碼”指與電子銀行服務有關而第 5.3(a)(ii)段提述的賬戶持有人或任何授權簽署人的識別資料、或(視情況而定)第 5.10(a)段提述的任何持卡人的識別資料。

“中國”指中華人民共和國(就一般條款而言，不包括香港)。

“人民幣”指中國法定貨幣之人民幣。

“服務” 指由銀行或經銀行(不論經賬戶與否)現時或將來提供之安排或服務(不管是存款、投資、保證金或借貸性質)。

“一般條款”指本文件、開戶表格或其任何部分。

“美元”指美合眾國法定貨幣之美元。

2.2 除非文意另有所指或規定，否則一般條款當中的單數或眾數意思應被視為互相通用，男性或女性亦互相通用及包括中性。

2.3 一般條款中之任何條文列明“銀行可”或以其他方式賦予銀行任何權利或授權以該條文所述的方式行事應解釋為賦予銀行獨有及絕對酌情權決定是否行使該權利或授權以該方式行事。為免生疑問，該條文不應被解釋為對銀行有責任以該方式行事(不論該等一般條款中有否明文說明或其他情況)，及如銀行並不或無法按該條文行事，亦無須負任何責任。

2.4 不論任何相反內容，一般條款中:

(a) 對銀行的“酌情權”、“選擇權”或“意見”的任何提述應被解釋為銀行的“獨有及絕對酌情權”；銀行所作出的任何決定或銀行的任何行使任何權利或享有權，均可由銀行按其獨有及絕對酌情權、選擇權或意見作出，且在所有情況下均應為不可推翻及對賬戶持有人具約束力;

(b) “包括”一詞之任何提述應被解釋為“包括但不限於”;

(c) “有關法律及規例”之任何提述（對關於或影響銀行執行任何指示、賬戶持有人的任何權利、或銀行或任何在第 27 節所述之銀行代理人按一般條款行事的情況下）應包括由有關政府、監管或官方機構發出之所有有關法例、法律、規例、則例、指令、通知、規則、政策、營運慣例、守則、指引或實務解釋、通告或相類文書及不時之修正、修改、補充、重訂或重新發出的;

(d) 對一般條款或任何其他銀行與賬戶持有人之間的協議、文件或文書或安排應包括不時經修正、修改、補充、取替或更替的一般條款或該其他協議、文件或文書或安排。

3. 一般條款之應用

3.1 特定一般條款

在一般條款中特定與某類賬戶或服務相關的條文應適用於該賬戶或服務。若該特定條文與一般條款中之其他普及條文有任何不相符之處，該特定條文應有凌駕性及適用於該類賬戶或服務。

3.2 修改或新設或加增一般條款

每一類現時或新設賬戶或服務可能受制於銀行不時訂明之修改、新設、加增或補充條款，上述並全部構成一般條款之部分。銀行可把該些文件送至賬戶持有人在銀行最後登記的通訊地址或要求賬戶持有人簽署確認收妥該些文件。若賬戶持有人在收到該些文件後或被視為收到該些文件後(以較早者為準)三十天內未有取消本協議或有關之賬戶或服務，或採用或繼續採用有關服務，則被視為已收到及接受該等文件中的條款對賬戶持有人具有約束力(儘管銀行尚未收到賬戶持有人簽署確認收妥該文件或賬戶持有人可能是使用“郵件代收服務”的客戶)。

4. 開立賬戶手續

4.1 服務提供

所有在一般條款描述或由銀行提供之服務均基於可以由銀行提供、及賬戶持有人已按銀行要求符合所有適用條件及已簽訂額外文件的情況下提供。

4.2 "認識你的客戶"

作為開立及維持賬戶程序的重要一環，銀行可不時按有關法律及規例及銀行適用之規則及規例，政策和營運慣例制訂及執行"認識你的客戶"及打擊清洗黑錢、遏止為恐怖份子提供融資、舉報可疑交易的程序及該等其他程序，而賬戶持有人同意將就該程序向銀行提供銀行不時要求的任何資料。

5. 指示

5.1 指示形式

指示可以書面方式並經簽署及以人手或郵寄送遞或以傳真方式傳送或親身或透過電話傳達。按電子銀行服務規定，指示亦可不時透過電郵或其他電子方式傳送(經賬戶持有人以銀行不時訂明的格式以書面特別授權後)。銀行有權按授權簽署人的指示行事直至其收到撤銷授權簽署人委任的書面通知為止(不論是因賬戶持有人或授權簽署人的破產、清盤、身故、無行為能力或其他法律上喪失能力或因任何其他理由)。在不具書面通知下，銀行可在知悉該破產、清盤、身故、無行為能力或其他法律上喪失能力的情況時，拒絕按照任何該等指示行事。

5.2 指示範圍

指示涵蓋或包括以下各項:

(a) 任何賬戶的操作及結束，以及操作的任何改變;
(b) 按本文規定的相同簽署指示及條款及條件，不時開立任何加增賬戶;
(c) 發出任何支票、銀票或金融票據;
(d) 任何外匯及利率交易，包括現貸、期貨、保證金、期權、掉期或與其相關的對沖安排;
(e) 處理及提取任何賬戶持有人的財產或證券(不論銀行是為抵押或保管而持有的);
(f) 任何黃金或其他貴重金屬、商品、指數聯繫、金融期貨、結構性產品、衍生性產品及其他投資交易，包括現貨、期貨、保證金、期權、掉期或與其相關的對沖安排;
(g) 向銀行提供任何擔保書、彌償書或背對背彌償書或就此以銀行為受益人而訂立或簽訂該等擔保書或彌償書;
(h) 由銀行或銀行於境外的其他分行或聯絡人發出彌償書、擔保書、保證書、履約保證、信用狀、備用信用狀或其他形式的承諾;
(i) 折價出售任何代表賬戶持有人背書的票據;
(j) 買賣或妥善保存任何賬戶持有人之證券或其他資產;
(k) 安排及接受由銀行提供給賬戶持有人或任何其他第三方的信貸、貸款、預支、透支或其他銀行貸款或現時或將來的產品或服務;
(l) 以銀行為受益人的按揭、押記、質押、轉讓、押貨預支或於任何賬戶、所有或任何賬戶持有人的資產設立任何留置權或其他擔保權益以擔保賬戶持有人或任何第三方對銀行的任何債項，並為之訂立或簽訂以銀行為受益人的任何押記或擔保文件;
(m) 代表賬戶持有人就所有事宜作出任何陳述及保證;
(n) 授權任何人士以現任聯名賬戶持有人、授權簽署人的相同方式或以任何其他方式發出指示;
(o) 就任何賬戶而言，聯名賬戶持有人、授權簽署人的數目與組成及發出指示的方式的任何變更;
(p) 任何授權銀行或與銀行協議有關上述任何事項及一般條款所載的其他事項;
(q) 就公司賬戶而言，

(i) 賬戶持有人的董事、秘書及其他高級職員及其詳細資料的任何變更；及

(ii) 授權簽署人認為合適的方式代表賬戶持有人簽訂任何文件或於任何文件加蓋賬戶持有人的印章。

5.3 獲授權指示

(a) 銀行獲授權視：

(i) 任何由賬戶持有人或任何授權簽署人簽署或看來由其簽署的書面指示；

(ii) 由任何人士引述賬戶號碼及賬戶持有人或任何授權簽署人的識別資料(“私人密碼”)所給予的任何電話指示；

(iii) 任何附有賬戶持有人或任何授權簽署人的傳真簽名之傳真；

(iv) (如適用)由任何人士引述賬戶號碼及賬戶持有人或任何授權簽署人之私人密碼並以電郵或其他電子方式發出的任何指示，

為真確、有效、妥為簽立及獲賬戶持有人完全授權並對賬戶持有人具約束力，及銀行有權對或依據該指示行事，而無須向賬戶持有人或授權簽署人(視乎情況而定)進一步取得授權、確認或向其發出通知，並無須查詢該位聲稱發出該指示的人士的權力或身份或其真確性，且不論當時的環境或交易的性質，及不論該指示有任何錯誤、誤解、欺詐、偽冒、欠缺授權或不清楚。銀行就指示之記錄為對賬戶持有人不可推翻及具約束力之證據，不論該記錄是由銀行或銀行授權之有關人士保存。

(b) 賬戶持有人向銀行承諾：

(i) 妥善保存及促使每位授權簽署人妥善保存其各自的電子設備，並將其各自的私人密碼保密及不告予別人以防止欺詐。賬戶持有人尤其同意及促使授權簽署人：

(A) 毀滅銀行發出印有私人密碼的原文件；

(B) 不讓任何第三方使用該私人密碼；

(C) 不將私人密碼寫在任何用以接駁服務的設備上或其他經常與其放在一起或放在附近的物件上；

(D) 不寫下或記下私人密碼，而不加掩藏；

(E) 如賬戶持有人或任何授權簽署人自行選擇私人密碼，不應選擇如出生日期、電話號碼的容易辨認的個人資料；及

(F) 不用該私人密碼以接駁其他服務(如接連互聯網或其他網址)。

(ii) 如他們發覺或相信其用作電子通訊的設備或私人密碼遭損害、遺失或被盜用，又或賬戶曾錄得未經授權交易，必須在合理可行的情況下盡快通知銀行。

5.4 多位授權簽署人口頭指示

儘管開戶表格或其他授權書規定書面指示須經多於一位聯名賬戶持有人或(視情況而定)授權簽署人的簽名，銀行可接受由任何一位聯名賬戶持有人或任何一位授權簽署人發出的任何口頭(包括電話)指示及透過電郵或其他電子方式發出的指示。

5.5 電話錄音

賬戶持有人同意銀行以書面、錄音裝置設備或其他方式對賬戶持有人或授權簽署人與銀行之間的所有電話通話作出錄音或制訂記錄，不論該等電話通話是否與口頭指示或銀行所作的任何回覆有關，而銀行的任何該等記錄就通話實情及內容而言均為對賬戶持有人不可推翻及具約束力的證據。

5.6 銀行核證

若銀行決定(但並無責任)核實任何指示的真確性，賬戶持有人將會，並將促致授權簽署人，協助銀行就此目的採取銀行要求之行動，包括提供特定的電話號碼，以讓銀行可與賬戶持有人或任何授權簽署人聯絡(即使開戶表格或授權書規定書面指示須經多於一位授權簽署人的簽名)。

5.7 不執行指示的酌情權

賬戶持有人同意銀行可無須給予理由之情況下，拒絕執行任何銀行認為不清楚或有抵觸的或引起銀行懷疑下列情況發生的指示，包括：

(a) 涉及任何不法行為、欺詐、偽冒或未經授權的指示；

(b) 按該指示行事可能會導致銀行違反適用於銀行或任何銀行可能受之所限或須遵守的有關法律及規例或責任；

(c) 銀行或賬戶持有人可能無法即時結算任何有關交易；或

(d) 該指示與來自非法來源，得自販毒或其他刑事行為的金錢或資產有關。

銀行將無須就賬戶持有人與銀行拒絕行事或按上文採取任何行動有關而蒙受的任何損失負責。

5.8 執行指示

銀行只在營業日的一般銀行辦公時間內執行指示。在任何營業日的截止時間(由銀行不時決定)後收到的任何指示，可由銀行，在符合一般條款的規定下，於下一個營業日執行。此外，涉及香港以外的司法管轄區的指示，銀行只在於有關的司法管轄區內的營業日執行。

5.9 電子銀行服務

(a) 若透過電子銀行服務發出指示，賬戶持有人將遵從使用電子銀行服務規定。銀行並有權進行或為本身進行與以電郵或其他電子方式傳送的指示有關的保安程序。

(b) 銀行無責任進行或訂明或保證或確保遵從任何電子銀行服務規定，亦無須就沒有制訂電子銀行服務規定所帶來的任何後果負責。銀行並無須就未有妥善制訂或未有完全遵從電子銀行服務規定而負責。

(c) 若透過互聯網之銀行網業發出指示，賬戶持有人或授權簽署人將被不時要求接受新設及加增的一般條款及答應根據該些條款以電子方式交付有關服務。在以滑鼠、鍵鈕或其他電腦設備按“本人同意”、“本人答應”或其他類似詞句之電鈕或輸入位置，賬戶持有人將視為接受及特定答應該新設及加增的一般條款。

(d) 賬戶持有人可向銀行通知涉及保安問題的事件，電話熱線：2861 8000。

5.10 以卡接駁賬戶

(a) 銀行可允許賬戶持有人透過如自動櫃員機、顧客終端機、易付終端機(每個稱為“終端機”)或其他電子媒體(統稱或每個稱為“媒體”)，使用接駁、賬戶扣款、信用或收費卡(每張稱為“接駁卡”)、接駁卡的號碼(每個稱為“卡號碼”)及 ／或密碼(每個稱為“私人密碼”)接駁任何以電子方式聯系的賬戶及就該些賬戶發出指示及／或進行交易。每接駁卡均屬銀行之財產，不得轉讓以及其使用須受賬戶持有人或持卡人收到接駁卡時所附條款的規限。

(b) 銀行有權在無需預先通知下，不時決定透過任何媒體使用接駁卡及 ／或私人密碼所提供之服務(“接駁服務”)的範圍，及使用接駁服務將受不時適用之個別條款所限。

(c) 銀行有權隨時在無需預先通知下，撤銷或終止賬戶持有人使用任何或全部接駁服務。賬戶持有人須在要求時退回接駁卡予銀行，及對在銀行收到退回之接駁卡前所招致或存在之所有交易負責。

(d) 賬戶持有人向銀行承諾：

(i) 妥善保存及促使每名持卡人妥善保存其各自的接駁卡及將其各自的卡號碼及私人密碼保密及不告予別人；

(ii) 若賬戶持有人得悉或懷疑遺失接駁卡、被竊或有人知悉卡號碼及／或私人密碼或有未經授權之交易進行，必須在合理可行的情況下盡快通知銀行；

(iii) 若使用私人密碼之人士有所更改，賬戶持有人應考慮要求銀行更改私人密碼；及

(iv) 對任何因賬戶持有人作出欺詐或嚴重疏忽之行為，包括未有適當保管接駁卡、卡號碼及／或私人密碼或未有遵從上文第 5.3(b)段之條款(在其適當修改後應用於接駁服務的情況下)而引起的一切損失負責。

(e) 銀行應承擔因下述情況而引起的責任:

(i) 在賬戶持有人或持卡人未收到接駁卡前被誤用;

(ii) 在賬戶持有人或持卡人已給予銀行足夠通知，表示遺失或被盜用接駁卡或私人密碼，或有其他人知道其私人密碼後，所有未經賬戶持有人或持卡人授權的交易（須受上述分段(d)限制);

(iii) 終端機或其他系統發生故障，引致賬戶持有人蒙受直接損失，惟若有關故障是明顯的，或已顯示故障信息或通告則除外；及

(iv) 交易是以偽造的接駁卡進行的。

(f) 若銀行因任何原因需要對其行為或遺漏負上責任，銀行之責任將只限於從賬戶錯誤扣取之有關交易金額及任何在該金額上之利息。銀行無須對任何間接、特殊或相應之損失或損害負責。

(g) 若在香港以外的媒體使用任何接駁卡提取存放在銀行香港的賬戶內資金，該等提款構成銀行在香港之分行的支付以及對媒體所在國的匯款。此等提款在任何方面均不會:

(i) 引致任何香港賬戶被視為是設立在該國的戶口；及

(ii) 引致銀行之其他在香港以外分行承擔任何責任。

賬戶持有人同意因提款要求之所在地乃香港，提款之權利受香港之有關法律及規例管轄。此外，若是通過終端機提款，則擁有終端機之機構所在國家之有關法律及規例亦適用。

(h) 就有關使用接駁服務轉賬款項至第三方在銀行或其他金融機構所設立之戶口，銀行無須對由於賬戶持有人未能提供或輸入足夠或準確之資料以實現賬戶持有人擬進行之轉賬而引致之轉賬或錯誤負上任何責任或義務。

(i) 於任何從終端機透過使用接駁卡及／或私人密碼所存入之現金、支票或票據只在經銀行核實後方存入賬戶。任何終端機所發之通知書只代表賬戶持有人報稱已存入之款項。存入之支票將以代收方式安排收款，支票金額須待兌現後方能提用。

(j) 對任何透過接駁服務進行之交易，銀行將不會編印及發出通知書或確認書，但該交易將會被紀錄在銀行發出之月結單中。銀行所紀錄之交易詳情及賬戶結餘將被視為決定性的。

(k) 銀行可不時訂立或更改每日之截止時間，而無須通知賬戶持有人或向其負責。在香港的截止時間過後通過接駁服務所進行之任何交易將被視為於按下一營業日價值進行之交易。

5.11 <u>電子銀行服務責任</u>

(a) 除非賬戶持有人或任何授權簽署人作出欺詐或嚴重疏忽行為、或未有遵從上文第 5.3(b)或 5.10(d)段之規定，賬戶持有人無須對因透過電子銀行服務經其賬戶進行的任何未經授權交易而蒙受的直接損失負責。

(b) 在受制于上述分段(a)的情況下，賬戶持有人應對銀行執行任何經電子銀行服務而銀行合理地相信其由賬戶持有人或任何授權簽署人發出之指示承擔所有損失。

5.12 <u>電子銀行服務風險披露</u>

賬戶持有人確認因互聯網絡之開放性及公眾化、其他對有關電子銀行服務系統之風險(包括軟件及硬件之損壞)及不可預見網上交通之擠塞，互聯網絡不是可靠之通訊媒體，其非可靠性亦非銀行可以控制。交易可能受到傳送延誤、資料錯誤傳送、執行指示之延誤、執行指示時的價格不等於發出指示時之價格或未有按指示行事、銀行與賬戶持有人之間在通訊上之誤解及錯誤、傳送喪失、中斷、第三方截取等風險。賬戶持有人將承擔所有該等風險引起之損失，銀行無須負上責任或義務。

6. 款項提存

6.1 存款

(a) 賬戶持有人可用支票、銀票或其他金融票據或以任何銀行接受之貨幣現鈔存款，但以外幣現鈔存入賬戶，須繳付銀行可釐定之服務費。銀行接受及將該等存款項目存入賬戶須受制於最終核實及收款及有關提供結算服務予銀行的結算所或系統之規例和有關法律及規例，所有存入的存款項目須待兌現後，方可兌換為賬戶之貨幣、供提取及開始計息。如存款項目不兌現，亦不論銀行有否已允許該存款項目之提款，銀行有權從賬戶(即使賬戶可能被透支)扣除不兌現之金額及由銀行決定因此產生的所有開支、收費及費用(包括復原銀行記錄之賬目)。

(b) 銀行將所有存款項目盡可能於即日辦理，唯銀行於結算或核實截止時間後收取的項目可能未有足夠時間於當日及時將所收項目核實或交付其他銀行，因此會延至下一個營業日始行將所收項目核實或交付其他銀行。進一步詳情，請向銀行查詢。

(c) 所有支票及其他票據須根據一般條款及銀行的政策及程序開出及提交作支付或託收。銀行可拒絕接納向賬戶持有人以外的任何人士開出或銀行看來異常或未經出票人或任何承背書人的授權或背書下在某方面被修改、修正或取消的託收支票及其他票據。

(d) 向銀行繳存或銀行就託收而收取的所有支票或其他票據，應以郵遞或銀行選擇的任何其他方式就託收而送遞(風險由賬戶持有人承擔)予銀行所選擇或採用的聯絡人。

(e) 若任何存款項目是以賬戶的貨幣單位以外的其他貨幣存入賬戶，銀行獲授權以其認為合適的方式按其當時的匯率將該存款項目兌換成賬戶的貨幣單位。賬戶持有人須負責就該兌換而產生的所有費用、開支或收費。如存款項目及後無法兌現，以賬戶貨幣為單位的金額應以銀行認為合適的方式按其當時的匯率，兌換成存款項目之原貨幣。賬戶因處理當日及交收日之間的外匯變動而對賬戶引起的任何兌換得益或損失將由賬戶持有人承擔。

6.2 支付責任

在任何特定司法管轄區的銀行分行的存款或債務將只會在該分行獲支付或予以支付，並受限於該司法管轄區的有關法律及規例。所有銀行其他分行均不就支付此等存款及債務負責，不論是因該分行無法控制的限制(包括不可抗力)而妨礙其履行此下的債務或其他原因。(在本文意中，“限制”不應包括直接因清盤或無力償債而產生的付款限制。)賬戶持有人同意其將不會在繳存此等存款或欠負此等債務的司法管轄區外提出申索或訴訟，且賬戶持有人無權對銀行總辦事處或任何其他分行的資產有任何追索或抵銷權。

6.3 提款

(a) 賬戶持有人可以下列方式提款：

(i) 由賬戶持有人或任何授權簽署人向銀行發出的付款指令或由其簽署、接納、背書或作出或發出(與賬戶相關)的任何其他文件，不論賬戶是否有結存或是欠款(但無損於銀行拒絕任何未經授權透支的權利)；或

(ii) 根據一般條款的指示，不論是從賬戶提取款項、交付、處置或處理銀行就賬戶不時管有的任何其他財產；但在任何情況下，無損於銀行在當中的抵押權利或對之作出的抵銷權利。

(b) 任何可提取的外幣存款，只限於當時賬戶內該外幣之貸方結餘。賬戶內任何一種貨幣之貸方結餘兌換為另一種貨幣，須以銀行一般貨幣兌換交易的方式，按銀行當時所定之外幣匯價兌換。

(c) 銀行無須就因其無法控制的任何理由而造成的提取或傳送款項時的任何延誤或損失對賬戶持有人負責。

(d) 如支票、銀票、郵匯或其他訊息遭遺失，賬戶持有人同意銀行可要求賬戶持有人在銀行考慮任何該支票之取消(撤消)或任何退款或重發前簽署(及賬戶持

有人亦將會簽署)載有銀行要求的條款的彌償書。此外，銀行可要求在作出任何退款或重發前先收到有效取消付款之證明。

7. 最低結餘

銀行可不時訂明賬戶持有人應維持於賬戶中的或與賬戶有關交易的最低金額或價值。若賬戶之結餘低於銀行訂明之最低金額，則賬戶並不獲支付利息(就附有利息賬戶而言)及／或銀行可徵收維持費用及／或結束賬戶。

8. 款項之轉匯

8.1 在賬戶持有人向銀行發出指示，以電匯方式由其賬戶轉匯款項到任何其他收款銀行、金融機構或其他實體時，賬戶持有人同意向銀行提供收款戶口的正確號碼。賬戶持有人確認銀行，及任何收款銀行、金融機構或其他實體可僅憑賬戶持有人所提供的戶口號碼轉匯款項，而無責任審核該受益人的身份。

8.2 賬戶持有人同意承擔全部轉匯風險，並同意銀行無須承擔因下列情形而引致任何損失之責任，包括：款項交付或通知延誤、在存款項目之轉匯或申請之傳送途中所發生之任何錯誤、遺漏、毀壞、中斷或延誤、或銀行的聯絡人、代理人或職員之行為、或其他銀行不能控制之行為或事故。

8.3 銀行無須通知賬戶持有人有關收款國有關法律及規例所實施之外匯管制或其他類似限制，亦無須因為該等管制及限制而引致的任何損失或延誤負上任何責任。賬戶持有人應自行查詢該等管制或限制。

8.4 有關轉匯款項之一切通訊銀行可用文字或密碼發出，而銀行將不會由於銀行之聯絡人錯誤理解該等通訊或其任何部分而負上任何責任。

8.5 在銀行認為需要的情況下，銀行有權在賬戶持有人於申請書所指定地點以外不同地點支付匯款。

8.6 除非賬戶持有人另有相反指示，匯款將以付款國之貨幣交付。

8.7 除另有說明外，在香港以外引致之一切費用將由受款人支付。

8.8 若銀行未能提供一確定之匯率報價，則銀行得以臨時匯率辦理兌匯，並在確知實際匯率時作調整。任何臨時匯率與實際匯率間之差額，得在賬戶中扣除或歸還(視當時情況而定)。

8.9 如付款須於指定日期收取，應於申請書上註明此交收日。

8.10 即日收款之匯款申請，須受目的地所在之地區之截數時間限制。

8.11 如賬戶持有人要求銀行從任何非人民幣賬戶中扣款購買人民幣以進行人民幣轉匯或任何其他交易，但隨後賬戶持有人取消該人民幣轉匯或交易，或該人民幣轉匯或交易被退回或拒絕，則銀行會把人民幣轉換回原貨幣(匯率為銀行當時的買入價率或銀行原來的賣出價率，以較低者為準)，並把轉換得的款項存入賬戶持有人的原來賬戶(而不須給予通知)。此外，銀行獲授權從賬戶扣除任何相關收費。賬戶持有人須對所有因而產生的損失負全責。

8.12 外匯款申請中，如銀行根據其酌情權認為資料或指示不完整或不清晰或申請不符合香港金融管理局或有關結算所或系統不時訂立之規定，銀行有權不處理有關之匯款申請。

9. 往來賬戶

9.1 一般條文

往來賬戶主要通過支票提款。往來賬戶可以銀行接受的貨幣為賬戶單位。

9.2 支票的使用

(a) 有關賬戶持有人或授權簽署人使用支票事宜，賬戶持有人同意遵守印刷於支票簿上的條款及規則。

(b) 賬戶持有人(於本第 9 節中，包括任何授權簽署人)應將支票簿安全存放在可上鎖地方。如支票簿或支票、用於賬戶之印鑑或印章遺失或被竊賬戶持有人須立即書面通知銀行。在收到該書面通知之前所支付的款項，銀行概不負責。

(c) 所有支票必須以不能擦掉的墨水或原子筆以中文或英文填寫，支票的簽名必須與銀行記錄的簽名樣本相符。

(d) 賬戶持有人同意在簽發支票時將小心謹慎。不應以任何讓支票有機會被塗改或易於欺詐或偽冒的方式或方法簽發支票。在簽發時，金額(大寫及數字)須

填寫在支票指定的空位內，字體之間應盡量緊密相連及盡量靠左邊，使難以加插文字或數字。在大寫之後應加上“正”字結尾，數字只能用阿拉伯數字填寫。不可預先簽發空白支票。

(e) 支票如有塗改，必須由賬戶持有人全簽確認。賬戶持有人確認，如支票上有不易察覺的塗改而引致任何損失，銀行無須對此負責。

(f) “持票人”支票可由持票人提款，“抬頭”支票則可只由指定收款人或獲得該收款人背書轉讓的受益人提款。如以郵遞或其他方式發送支票，須刪去支票上“或持票人”字樣及經劃線。

(g) 申請新的支票簿，應提交填妥及已簽署的支票簿申請表給銀行，或通過銀行接受的其他方式申請。銀行在收到申領支票簿要求後，可將所要求的支票簿按在銀行記錄的地址寄送給賬戶持有人，或以銀行及賬戶持有人同意的其他方式交給賬戶持有人。任何方式遞送途中如有任何延誤或遺失，銀行概不負責。銀行亦有權拒絕發給支票簿。

(h) 賬戶持有人在收到新支票簿後，應在使用前核對支票上的序列號碼、賬戶號碼、賬戶持有人姓名及支票數目。如有任何不妥情況應立即通知銀行。

(i) 賬戶持有人如欲取消（撤回）支付支票，須在支票兌現前，給予銀行(銀行能夠核實的)書面指示，通知銀行支票的序列號碼，以清楚辨識相關支票。該指示若超過銀行收到該指示之日期六個月，則無論在任何情況下，將不會有效。細詳如下：

(i) 如賬戶持有人除了提供支票的序列號碼外，進一步提供有關該支票的其他詳情以辨識相關支票，銀行無須另行審核該些資料是否與支票的有關詳情相符；

(ii) 如賬戶持有人提供其他詳情而非支票的序列號碼以辨識相關支票，銀行並無責任採取任何行動；但銀行有權根據該指示處理，而無須對此承擔任何責任；及

(iii) 如銀行無法核實賬戶持有人所發出的取消(撤回)支付支票的指示(包括任何以電話或傳真傳遞的指示)，銀行並無責任採取任何行動；但銀行有權根據該指示處理，而無須對此承擔任何責任。

如賬戶持有人取消（撤回）支付支票的指示以銀行無法核實的方式發出，無論銀行有否根據該指示處理，賬戶持有人須即時以書面及銀行能夠核實的方式，向銀行確認該指示。銀行在指示經核實後才須處理該指示。如該指示實為不正確的、虛假的或不清楚的，即使銀行根據未經核實的指示處理，銀行無須對此承擔任何責任。

(j) 銀行可於任何賬戶持有人簽發的支票上標示為“保證付款”、“已承兌”或“保付”給另一家銀行，並立刻從賬戶中扣除該些支票的金額(雖然該些支票可能尚未被立刻出示要求付款)。

9.3 <u>往來賬戶</u>

(i) <u>美元往來賬戶</u>

如往來賬戶以美元為單位，則賬戶持有人：

(a) 確認美元結算所或系統於香港之操作乃受約束於不時更改的美元結算所規則(US Dollar Clearing House Rules) (包括當中提及的美元操作程序(US Dollar Operating Procedures))；

(b) 明白根據美元結算所規則第 2.3.5 條規則，銀行須就香港金融管理局或任何其他人士在香港管理、操作或使用美元結算所或系統及其設施而做或遺漏做的任何行為所引起或導致的任何責任、申索、損失、損害及合理費用及支出給予香港金融管理局彌償，並使其免受損失；

(c) (在上述第 2.3.5 條規則適用於或涉及賬戶持有人或其交易的情況下)同意該規則中的條文；

(d) (在上述第 2.3.5 條規則適用於或涉及賬戶持有人或其交易的情況下)就銀行所遭受於該規則中所述的任何責任、申索、損失、損害及合理費用及支出給予銀行彌償(除非涉及銀行的疏忽或故意失責)。

(ii) 人民幣往來賬戶

如往來賬戶以人民幣為單位，則賬戶持有人：

(a) 確認有關人民幣往來賬戶之操作(不論在香港或中國境內)均受限於監管機構(包括但不限於中國人民銀行及香港金融管理局)發出並不時更改的所有有關及適用之法律、規則及規例；

(b) 確認人民幣支票只限於在廣東省內(包括深圳) 作消費性的開支，(適用於香港居民賬戶持有人) 或確認人民幣支票只能在香港使用及不能在中國內地使用(適用於非香港居民或企業客戶賬戶持有人)

(c) 確認雖然協議第 9.3 條另有規定，人民幣往來賬戶並不提供透支安排，亦不容許戶口被透支；

(d) 確認人民幣往來賬戶不得開出現金支票。人民幣往來賬戶必須以人民幣開票，支票必須劃線，註明存入受款人戶口，且不得轉讓及不得背書；

(e) 確認銀行有權根據以下情況運用其絕對酌情權退回任何支票：(i) 人民幣往來賬戶中款額不足以償付支票要求之付款；或(ii) 該支票上有任何技術性錯誤。賬戶持有人現不可撤銷地及無條件地授權銀行就上述退回之任何支票，從賬戶持有人於銀行持有之任何戶口扣除任何費用及/或收費；

(f) 確認雖然協議第 9.7 條另有規定，人民幣往來賬戶貸方結餘概不附利息；

(g) 確認銀行保留權利隨時增補應用於人民幣往來賬戶之額外條款及條件、終止提供人民幣往來賬戶，取消人民幣往來賬戶及從人民幣往來賬戶轉賬或兌換款項至另一戶口，以便符合銀行與清算行或境內代理銀行之協議及所有有關及適用之法律、規則及規例，並無需事先通知(該等法律、規則及規例另有要求者例外)；

(h) 確認銀行會就其與清算行或境內代理銀行之協議及所有有關及適用之法律、規則及規例之要求，向有關監管機構匯報所有或任何有關賬戶持有人及任何人民幣往來賬戶之交易及資料，並無需事先通知(該等法律、規則及規例另有要求者例外)或給予任何理由；

(i) 確認銀行可根據與清算行或境內代理銀行之協議及所有有關及適用之法律、規則及規例，不時訂定或修改適用於人民幣往來賬戶之條款及條件、細節(包括費用及收費)及資料。該等條款及條件、細節及資料以及相關修訂或增補內容經銀行發出通知後生效，並對賬戶持有人具有約束力；有關通知可通過展示、廣告或銀行認為適合的其他途徑發出；

(j) 同意除非涉及銀行的疏忽或故意失責，會就銀行因賬戶持有人使用該人民幣往來賬戶而引致的責任、申索、損失、損害及合理費用及支出(包括但不限於未有遵守任何上述(a)段提及之相關法律、規則及規例)，向銀行給予彌償。

9.4 透支

(a) 除非獲得銀行的同意，否則賬戶不允許被透支。

(b) 銀行會對每張因款項不足而被退回的支票徵收費用。如退票情況持續，銀行可關閉賬戶。

(c) 銀行可准許短暫的透支，並每月根據銀行當時指定的利率對每日透支金額收取利息。銀行在行使此權利後應立即通知賬戶持有人。

9.5 退票

(a) 銀行獲授權在下列情況把支票退回而不支付：

(i) 支票乃不正確地填寫；

(ii) 支票被擅自塗改；

(iii) 支票日期早於出示支票日前超過六個月或後於該日期；

(iv) 支票於賬戶終止後方出示；或

(v) 賬戶內未有足夠款項支付該支票或若支付該支票可引致賬戶透支。

(b) 所有支票皆為銀行的財產。在銀行或賬戶持有人終止賬戶後，賬戶持有人須立即歸還所有未使用的支票予銀行。銀行將自任何進一步責任中獲解決，並有權拒絕支付隨後出示並自賬戶簽發的支票。

9.6 保留支票及其他票據

賬戶持有人同意銀行被要求兌現及支付的支票及其他票據可:

(a) 由銀行保留，且銀行保留權力在無須通知的情況下銷毀與往來賬戶相關的所有支票及其他票據；或

(b) (在以電子方式記錄後)由代收銀行或適用的結算所或系統保留，保留期為該適用的結算所或系統之操作規則中述及的時期，並在該時期後銷毀該些支票及票據。

9.7 利息

銀行可對往來賬戶按銀行不時之營運慣例支付或不時支付利息。

10. 儲蓄賬戶

10.1 儲蓄賬戶可以銀行接受的貨幣為單位，其形式為結單儲蓄賬戶(銀行將提供月結單)。

10.2 在提交所需的銀行指定之格式及已妥當填寫之提款單後(該提款單應由賬戶持有人或任何授權簽署人簽名或蓋章，且該簽名或蓋章須與銀行記錄中的簽名或蓋章樣本十分相似)，可於銀行的營業時間內在銀行的櫃位要求自儲蓄賬戶提款。

10.3 不可以支票、銀票、匯票或其他票據提款。

10.4 儲蓄賬戶中的利息，應以賬戶中每天的最後結餘，按銀行當時所定該貨幣的儲蓄賬戶利率計算，按月入賬。銀行有權確定複利之計算周期。如某月份的平均每天結餘少於銀行不時所定的最低存款限額時，銀行有權按銀行決定的較低利率支付或不支付利息。若在非結息日結束儲蓄賬戶，其利息僅將計算至前一個曆月的最後一天。任何利息均按銀行營運慣例調整至有關貨幣最接近的金額單位支付。

11. 存款賬戶

11.1 活期通知存款或定期存款可以銀行接受的貨幣為單位。定期存款的存款期為銀行不時提供而賬戶持有人選擇的時期。定期存款通知書只是存放定期存款的通知書，而非所有權文件或收據。

11.2 活期通知存款可於任何時候在給予銀行要求的事先通知後提款。

11.3 除非銀行同意，不得於定期存款到期日前提取部分或全部存款。倘若，銀行同意未到期提款，銀行保留其權利沒收所有定期存款在到期前整個期間之利息及徵收服務手續費。進一步詳情，請向銀行查詢。

11.4 廿四小時或七天活期通知存款之存款利率，可分別以廿四小時或七天通知予以更改。

11.5 定期存款之衍生利息之計算是直到（但不包括）到期日及僅在到期日支付。

11.6 假若在定期存款到期前，銀行未收到續期指示，該存款連同衍生利息將按當時之利率被續存，存款期則與前次相同。銀行在到期前收到賬戶持有人之指示，在到期日以現金或在繳付有關費用後以本票支付本金及利息予賬戶持有人或將本金及利息撥記入賬戶持有人指定的賬戶。

12. 人民幣賬戶或商業交易

12.1 人民幣賬戶風險披露

賬戶持有人同意及確認:

(a) 香港的人民幣業務仍在發展中，並因中國的有關法律及規例(包括中國人民銀行不時所定、修改或補充之規例及規則)及銀行和其他參與銀行、結算所或系統(不論是在中國或香港)之間不時的適用運作安排之要求而出現經常性及持續的變化；

(b) 人民幣並不是可自由兌換的貨幣(不論在中國境外或境內)，並受到中國外匯管制，故此把人民幣匯進或匯出中國及人民幣與其他貨幣之轉換具有非確定性；及

(c) 銀行之人民幣業務操作是受中國的有關法律及規例及上述具局限性的運作環境及香港市場的現行限制所影響及限制。

12.2 人民幣存款

銀行可為個人及企業客戶(包括中國當局為此目的就人民幣存款批准的指定商戶)開立人民幣賬戶，並進行銀行內或其他香港內之銀行的不同戶口間之人民幣轉賬(不論是否與貿易交收相關)。存款戶口內之人民幣款項可轉換為其他貨幣。

12.3 匯進及匯出中國

人民幣匯進或匯出中國的跨境流動乃受制於中國的有關法律及規例。賬戶持有人有責任在向銀行發出匯款指示前確保符合有關法律及規例。

12.4 人民幣兌換

現行准許的人民幣兌換方式如下(以下資料僅供參考，並可不時更改):

(a) 就個人客戶而言，每人每日可按有關法律及規例不時所定的最高金額把其他貨幣轉換為人民幣;

(b) 就指定商戶而言，把人民幣換作其他貨幣的單向兌換; 及

(c) 銀行與香港其他銀行間之兌換。

賬戶持有人應不時向銀行獲取最新資訊。

13. 外幣風險披露

賬戶持有人確認外匯市場乃易變及充滿無限量的不利風險。為提供外幣款項或外幣交易之目的，銀行可能需進行數次外幣兌換，賬戶持有人將要支付多次兌換的費用。此外，銀行收費、不利的匯率變動及幣率浮動引致存款或交易所涉及外幣之價格貶值帶來的損失，可能會抵銷累積的利息、賺取的利潤或減少存款或交易的原本金額。

14. 投資資料

賬戶持有人請求銀行就銀行認為賬戶持有人可能有興趣的任何投資機會與賬戶持有人聯系。賬戶持有人充分理解:

(a) 銀行並無責任向賬戶持有人提供任何金融、市場或投資的資料、建議或推介，但若銀行有進行上述之行為，銀行亦並非以顧問身份作出該等行為;

(b) 儘管該類資料、建議或推介乃基於或來自銀行認為可靠的渠道，有關的資料、建議或推介僅供賬戶持有人參考及使用，且不構成銀行向賬戶持有人提供該等投資作銷售。銀行不就任何資料、建議或推介的準確性或完整性，或賬戶持有人收到有關資料、建議和推介後進行投資之回報或結果，作出任何聲明、承諾或保證，銀行不須負任何責任;

(c) 銀行之員工可獲准為其本身利益進行投資及外匯交易。就此而言，銀行將制定書面政策並要求員工遵守;

(d) 銀行或銀行之員工依據前述(c)段規定為自身利益進行交易，可在任何時候與賬戶持有人進行對盤交易。

14A 中央結算系統支付服務

14A.1 本第 14A 段適用於由銀行向賬戶持有人提供的中央結算系統支付服務(定義見下文) 。除文意另有所指外，在本 14A 段之規定中，下列詞語及詞句應含以下意義:

"**中央結算系統**"指由結算公司運作的中央結算及交收系統。

"**中央結算系統支付服務**"指由銀行按其絕對酌情權向賬戶持有人提供的款項交收服務，按此銀行可為賬戶持有人就中央結算系統交易進行款項交收。

"**中央結算系統交易**"指賬戶持有人於或通過中央結算系統進行的交易或活動(不論是何種類形及性質) ，並包括賬戶持有人於或通過中央結算系統進行的證券交易(不論是港幣、人民幣或其他貨幣) 。

"**中央結算系統交易對手**"指中央結算系統交易的一方(賬戶持有人除外) 。

"**結算公司**"指香港中央結算有限公司 ，並包括其繼承人及受讓人。

14A.2 對於中央結算系統支付服務，賬戶持有人須為中央結算系統非投資者參與者並在銀行開立及維持銀行所要求有關貨幣的賬戶，以便利中央結算系統支付服務所預期的款項交收。

14A.3 賬戶持有人授權及同意，銀行可(但沒責任)(1)按結算公司(或其代理)就中央結算系統交易不時所作出或發出的扣款及/或付款指示(**"中央結算系統支付指示"**)行事，及(2)為賬戶持有人按該等指示付款而不需通知或知會賬戶持有人。銀行獲授權可對有關賬戶扣款以進行按中央結

算系统支付指示的付款(即使該扣款會致使賬戶透支) 。除非銀行另行明確同意對中央結算系统支付服務向賬戶持有人提供透支貸款，賬戶持有人須在所有時間於賬戶持有足額的可用款項以作扣款並支付有關中央結算系统支付指示的所需付款，否則銀行會拒絕執行中央結算系统支付指示。如果賬戶持有人不能於賬戶持有所需款項以作付款但銀行按其酌情權選擇按中央結算系统支付指示進行支付，賬戶持有人須立即全額償付予銀行有關銀行所支付的款項(包括賬戶的透支金額)連同計算至賬戶持有人全額償付予銀行為止的利息(利率由銀行決定) 。

14A.4 不論在本 14A 段有其他規定，銀行保留權力拒絕執行中央結算系统支付指示， 而不需通知或知會賬戶持有人，銀行不須為此對賬戶持有人因此蒙受的任何損失或損害負責 。在不影響第 21 段普遍性的前提下，賬戶持有人同意賠償銀行因根據其就中央結算系统支付服務與結算公司或中央結算系统交易對手訂立的協議或安排(不論是合約或其他形式)而蒙受的所有損失、付款及損害(除非該損失、付款及損害是因銀行的嚴重疏忽或故意失責所產生) ，銀行可按該等協議或安排採取或不採取任何行動。

15. 通訊

15.1 如提供予銀行的賬戶持有人及／或授權簽署人之任何資料更改，如名字、職業、聯絡地址、電郵地址、身份證明文件、電話、傳真或其他聯絡號碼、合夥人（適用於合夥人賬戶)、董事或組織章程大綱及細則（適用於企業賬戶）及章程及／或規則（適用於社團、會社及其他非法團組織)，則賬戶持有人須立即通知銀行。

15.2 所有銀行發出或給予賬戶持有人的通知及通訊（包括任何賬戶結單、通知確認書、文件或其他文書（包括支票等）及私人密碼）(以下總稱為“通訊”)，可通過郵寄、傳真或其他電子傳送、專人交付或以其他銀行認為合適之方式送至銀行記錄中賬戶持有人的最後所知的聯絡地址、傳真或其他相關號碼。(即使通訊並未被送達或傳送或於事後未能送達而被退回）通訊將視為：

(a) 在郵寄後三日，或傳真、電子傳送或專人交付當天被賬戶持有人收到；及

(b) 有效的文件送達（就發出該通訊的目的而言)。

其他通訊亦可以第 28.2 節所述方式發送。

15.3 銀行職員確認銀行已寄送任何通訊的書面確認將為該事實的不可推翻的證據及對賬戶持有人具約束力。

15.4 如任何通訊在寄送、傳送或派遞時延遲、被攔截、遺失及／或未能到達賬戶持有人，或通訊的內容於送交時給任何第三者得知，賬戶持有人不會要求銀行負責任。

15.5 在有關法律及規例容許的程度下，賬戶持有人同意任何有關法律及規例要求以專人送交的文件，可通過掛號郵件送至銀行記錄中賬戶持有人的最後所知之通訊地址，以達至專人送交的要求。賬戶持有人同意在文件根據上文掛號寄送後三天，則該送達方法將視為有效的的專人送達（即使文件未能送到或因未能送達而被退回)。

15.6 賬戶持有人在此同意，若賬戶持有人按銀行與賬戶持有人之間“郵件代收服務”的安排已指示銀行保存所有的文件，則送往賬戶持有人“郵件代收服務”地址的所有該等文件視同由賬戶持有人有效收取（儘管賬戶持有人或許不可能在該等文件根據一般條款被視為對賬戶持有人有不可推翻的約束力之前審閱該等文件及通知銀行其中的任何錯誤或遺漏)。

16. 結單、通知書或確認書

16.1 一個列出賬戶提存以及賬戶持有人各項存款、交易或投資摘要的戶口結單由銀行按月及在結單週期結算日後的十四天內發出。通知書或確認書由銀行在任何交易後的十四天內發出。

16.2 賬戶持有人同意應負全責確保每份結單、通知書或確認書按通常的郵遞時間及時由賬戶持有人收取，及如未能及時收取時立刻向銀行作出詢問並索回該等文件。賬戶持有人承諾核實每份結單、通知書或確認書的正確性，及如其記錄或細節有任何矛盾、遺漏、錯誤或不正確之處或記錄，賬戶持有人將在收取上述任何文件後的九十天內通知銀行。於九十天後，銀行之記錄及結單、通知書或確認書的詳情，對賬戶持有人而言，將為不可推翻的證據（而不須進一步證明記錄或詳情的準確性)，除非

是已通知的任何指稱的錯誤，及銀行有權對錯誤或不適當的記錄或詳情進行調整及修改(銀行可在任何時候行使該等權利)。

16.3 銀行就有關賬戶及結單、通知書或確認書中載明的存款、交易或投資細節不承擔任何責任，儘管在賬戶記錄、結單、通知書或確認書中有任何矛盾、遺漏、錯誤、不準確或不正確記錄或詳情（不管是因任何人的偽造、欺詐、缺乏授權，疏忽或其他原因而記錄、處理或支付所導致），惟下列情況則屬例外：

(a) 由任何第三方(包括賬戶持有人之僱員、代理人或員工)的偽造或欺詐行為所引起，及銀行沒有合理地謹慎處理之未授權交易；

(b) 銀行之僱員、代理人或員工的偽造或欺詐行為所引起之未授權交易；或

(c) 銀行或銀行之僱員、代理人或員工的過失或疏忽所引起之其他未授權交易。

儘管賬戶持有人未履行任何結單、通知書或確認書須賬戶持有人簽署確認收件並且寄回之要求，本第 16 節的前述規定對賬戶持有人仍具約束力。

17. 費用、收費及利息

17.1 所有服務會按銀行當時適用的營運慣例收取費用，銀行在賬戶持有人要求時可提供銀行因應不同服務所規定之收費、利息調整及賬戶每月平均要求結餘列表予賬戶持有人。銀行為賬戶持有人提供所有借貸及信貸服務均附帶利息，及賬戶持有人必須繳交服務年費、定期最低付款數額以及（若逾期付款）逾期付款收費或違約利息，而該等費用、金額及利息可不時根據銀行提供類似服務慣常收取之費用、金額及利率所釐定。銀行可於任何時間在沒有得到賬戶持有人事前同意下更改該等費用、利息調整、每月平均結餘、利率、收費、時期及支付之金額。上述各項事宜包括任何更改均將按有關法律及規例之要求通知賬戶持有人。

17.2 銀行可在任何賬戶中扣除賬戶持有人應支付的任何稅項、費用、利息、逾期付款收費、違約利息、收費或開支。銀行之服務費及收費可包括在交易或投資價格或匯價內，銀行亦可保留該等費用或收費作為銀行的利益。

17.3 銀行為賬戶持有人實行任何交易，可接受來自任何第三方的退款、費用及其他形式的付款，及保留上述款項作為銀行的利益。

17.4 銀行為保留、保護或執行自己的權利而招致的全部成本和費用(包括律師費及為套期保值、沖抵或類似的合同所花之費用)，經銀行要求由賬戶持有人給予補償。

18. 稅收

賬戶持有人根據本協議或根據本協議而交付的任何票據所繳付的任何及所有款項(不論是本金、利息、費用或其他款項)必須免受任何現行或將來的稅收、徵稅、課稅、減除、收費或預扣稅及所有有關的債務所影響或扣除（但不包括淨收入的課稅)。假若賬戶持有人按法律須從本協議之付款內扣除該些金額時，

(a) 賬戶持有人應付的款項須上調至一數額致使作出所需扣除後(包括按本段所作上調金額而須扣除的金額)，銀行實收數目須相等於在無須作此等扣除下銀行應可收的數目；

(b) 賬戶持有人須扣除該金額；及

(c) 賬戶持有人須根據有關法律及規例，向相關稅務當局或有關部門繳付扣除金額之全數。

19. 結束及暫停賬戶

19.1 銀行須先發出最少 30 天的書面通知，才可結束賬戶持有人的任何賬戶，就賬户持有人為個人，及要求給予更長的通知期，在切實可行之情況下，銀行可酌情給予該賬户持有人更長的通知期。在特殊情況下，例如若賬戶被用作或懷疑被用作非法活動，銀行有權在沒有給予通知便立刻結束賬戶。銀行將：

(a) 任何結束賬戶的結餘在扣除任何已到期支付而未支付予銀行之款項後轉入不計利息的暫記賬戶留待賬戶持有人支取；或

(b) 以支票方式支付(a)段所述款項予賬戶持有人，並將支票寄往賬戶持有人最後通知銀行之地址。

19.2 銀行在下列情況下，可不必向賬戶持有人發出任何事先通知或徵得其同意，有權立即對任何賬戶在銀行認為適當的時期內暫停操作（包括暫停收付），而不需對賬戶持有人承擔任何責任：

(a) 銀行認為該有關賬戶在操作中出現不正規情況；
(b) 銀行所收到有關該賬戶的指示內容有矛盾；
(c) 有關賬戶現行簽名要求的任何變更為銀行所不能接受者；或
(d) 銀行收到第三者對有關賬戶內的款項或其中任何部分的索償。

20. 對賬戶抵償的權利

20.1 除銀行於法律下享有的一般留置權或相類權利外，銀行可不必向賬戶持有人發出事先通知，有權於任何時候將任何賬戶內的存款（不管存放何處也不管銀行為何目的而持有）抵償其他賬戶下賬戶持有人的借方餘額或對銀行已到期、未清償或欠負銀行的任何債務，並使用該存款清償該等借方餘額或債務(若有餘額之賬戶為聯名賬戶，則銀行可用該餘額對賬戶持有人之個人債務及與其他人之共同債務作抵銷)，無論那些借方餘額或債務是主要的或附加的，各自的或共同的，或以其他貨幣形式為單位的。此外，若賬戶持有人虧欠銀行之債務為未確定的或未來的，銀行可依據上述債務之數目暫停履行將任何賬戶內款項繳予賬戶持有人之責任，直至該未確定的或未來事件發生為止。

20.2 為行使抵償權之目的，銀行有權將該等賬戶內任何存款，按照銀行決定的當時即期匯率，兌換成為任何其他貨幣。銀行在行使任何抵償的權利後，在可行範圍內盡快通知賬戶持有人。

21. 責任限制及賠償保障

賬戶持有人同意，除銀行重大疏忽或故意失職外，銀行就本協議下所執行或沒有執行之任何行動不承擔責任及賬戶持有人會對銀行給予充分補償，包括：

(a) 任何賬戶的操作及銀行提供服務；
(b) 銀行無法控制的理由或因素而使銀行就任何交易報賬之力能力受到限制或影響；
(c) 在任何交易中任何經紀、代理人、聯絡人、保管人或對方的作為或錯漏(包括任何疏忽或違約)；
(d) 因任何傳送、電子或通訊設施，或外部結算所或系統的故障、遲延、中斷或干擾而引起的任何損失或損害；
(e) 因稅收、抵扣、預扣稅、關稅或折舊、市場因素、法律、法規或規則變更、任何國家之政府或規管當局與外匯管制有關之行為、兌換限制、延期償付、徵收、徵用、任何國家的貨幣因任何原因更改、非自願轉讓或任何銀行無法控制的原因而不能提供或減少賬戶持有人的款項或投資；
(f) 銀行因其誠信地認為是賬戶持有人或授權簽署人或任何有權代表賬戶持有人作出指示之人士用書面、口頭、電話、傳真或電子媒體之方式發出指示而作出的行為，不管慣例情形或交易性質，也不管發出或收取該等指示或該等指示之內容是否有錯誤、誤解、欺詐、偽造或含糊之處。

22. 聯名賬戶

22.1 倘若賬戶為兩個或以上的賬戶持有人開立及使用者：

(a) 賬戶持有人在聯名賬戶項下對銀行的一切協議、權利、責任及負債當共同及個別享有及承擔。此處所稱“賬戶持有人”，係指他們全體或其中任何一人，一般條款對此皆作同樣釋義。對在此或在任何聯名賬戶下所欠的款項，每個賬戶持有人俱是主債務人；而不應被推定為其他任何賬戶持有人的責任或義務之保證人；
(b) 於賬戶持有人中任何一人身故後，銀行將以聯名賬戶中的結餘（如有）按生存者的指示支付，但須遵守有關法律及規例；

(c) 銀行於收到賬戶持有人其中一人或以上所發出的要求或指示後（該等要求或指示須與一般條款或賬戶持有人的授權相符）有權扣除聯名賬戶中的款項或給予其貸款、信貸額度、銀行融資或作出通融，或與賬戶持有人簽訂任何貸款、信貸、保證或衍生文件或任何其他合同、文件、文書或安排；以及

(d) 銀行可隨時無須通知賬戶持有人而把聯名賬戶及任何一名或以上賬戶持有人於銀行（不論單獨或與他人聯名）開設之其他戶口的全部或部分結餘，用以扣除每名賬戶持有人個人或與他人共同欠負或未清償給銀行的債務。

22.2 賬戶持有人之責任和義務不會因以下原因而受影響：

(a) 因任何賬戶持有人缺乏法人資格、適當授權、有效簽署或其他原因而引致任何一般條款的條文變為無效或使其中某些條款不合法、無效、無約束力或不可執行；

(b) 對任何賬戶持有人或任何貸款、債務、保證或衍生文件或任何其他合同、文件、文書或安排中的任何一方予以任何時限延展、寬容、寬限、妥協、豁免或責任解除、保證解除或責任變更；或

(c) 其他任何可能減少賬戶持有人全部或部分責任和義務的事宜或事件。

22.3 若銀行向聯名賬戶持有人之中的一人發出通知，則銀行向聯名賬戶持有人通知的義務即已履行。

22.4 銀行可將收取到的以聯名賬戶持有人之中一人或多人名字開立的投資（包括支票或匯款）記入賬戶。

23. 獨資商號或合夥商號賬戶

23.1 倘若賬戶以獨資商號或合夥商號（下統稱“商號”）名義開立者：

(a) 賬戶持有人於(i)商號組織變更（不論由於任何賬戶持有人退出、死亡、破產或新合夥人加入）時或(ii)商號名稱變更時，應立即將變更事項用書面通知銀行。銀行在實際收到此項通知前，銀行紀錄中該商號的東主或合夥人（按情況而定）將繼續作為東主或合夥人對銀行負責，並被視為已向銀行陳述該商號組織及名稱於所有時間均未經改變；不論此項變更實際上有否發生及有否向商業登記處或任何其他有關政府部門或當局辦理登記，銀行有權繼續按此行事，一般條款及一切有關該等賬戶給予銀行的授權將繼續有效和具有約束力；及

(b) “賬戶持有人”一詞係指商號、商號的東主或商號的合夥人（按情況而定），本協議中所有條款對此皆作同樣釋義；及

23.2 合夥商號的所有合夥人對賬戶當承擔共同及個別責任，任何一名或多名合夥人若由於退出、死亡、破產或其他原因而終止成為該商號合夥人時，銀行將有權：

(a) 把當時仍生存或繼續之合夥人視為可以全權繼續經營該商號業務及自由處理該商號一切財產，如同該商號並無發生變化；按照該等仍生存或繼續的合夥人的指示所辦理的任何事項，將不可推翻地約束所有合夥人及其各別財產及其遺產代理人，包括已終止成為合夥人的該名或多名合夥人；及／或

(b) 經當時仍生存或繼續的合夥人的要求下，可結束任何賬戶及以該商號同樣名義(下稱“新商號”)為他（們）開立新戶口，並可在無須詢問調查的情況下與他們作業務往來及接受代收及存入新戶口以該商號為抬頭人之任何或一切支票、匯票、銀票、票據及／或其他工具（不論實際上是付給該商號或新商號）；此項代收及存入對銀行即有效地解除責任，並且不可推翻地約束該商號所有合夥人及其各別財產及／或遺產代理人，包括已終止成為合夥人的該名或多名合夥人（不論此項代收及存入的結果實際上是否減少或清償新商號對銀行的任何或一切債務或承擔，亦不論根據銀行所知此項代收及存入是否僅為新商號或新商號合夥人的利益或業務而作出的）。

為明確起見，特此聲明：不論有關商號組織或名稱變更的任何通知實際上有否發給銀行或經銀行收到，也不論在法律上或事實上該合夥商號是否已經解散或不再存在，本第 23 節規定將繼續適用及有效。

24. 信託賬戶

24.1 當賬戶持有人以任何已去世人士之遺產代理人或信託的受託人的身份行事:

(a) 銀行並無責任:

(i) 接受非向賬戶持有人開出或作出的支票或付款指令存入賬戶作結算或託收;

(ii) 執行非由賬戶持有人發出的任何與賬戶或任何服務有關的指示; 或

(iii) 獲取遺產繼承人或信託的受益人的任何同意或為該些人士監管照料任何已去世人士之遺產(“遺產”)管理(如賬戶持有人以遺產代理人身份行事)或信託(“信託”)執行(如賬戶持有人以受託人身份行事)事宜;

(b) 銀行可要求而賬戶持有人亦將會向銀行提供其所要求的信託下的任何財產授予人、受益人或任何其他人士(以下統稱“信託下人士”)或遺產(視情況而定)的資料。若賬戶持有人因已訂立任何與該等資料有關的保密協議而不可予以披露,賬戶持有人必須:

(i) 就銀行不時要求的該等事宜向銀行提交形式及內容均令其滿意的承諾書; 及

(ii) 應銀行的要求,立即向其提供關於所有信託下人士的資料及文件;

(c) 賬戶持有人必須遵守賬戶持有人居住/註冊/成立的所在國家及賬戶所在國家的打擊清洗黑錢法例。賬戶持有人明白銀行可能被任何相關機構或機關要求提供關於賬戶或所有信託下人士的資料,而銀行並無責任確定或查詢要求提供資料的目的;

(d) 有關信託事宜,賬戶持有人向銀行陳述及保證(此等陳述及保證應被視為在賬戶持有人於銀行設有任何賬戶或有任何未完成的服務或交易之期間持續地重申):

(i) 信託根據所有有關法律及規例有效成立;

(ii) 在組織章程及在構成信託的信託契據或文書(“信託契據”)下,已採取所有必要的步驟,所有酌情權亦已妥當地行使,而賬戶持有人亦具有權力不時開立及操作每個賬戶並申請每項服務,及與銀行不時訂立任何貸款、信貸、保證或衍生文件及任何其他文件、協議、文書或安排;

(iii) 賬戶持有人是信託的唯一受託人或所有聯名受託人(視情況而定),亦未有委任新受託人,亦未有採取任何步驟使賬戶持有人辭任受託人或被替任受託人,及如有採取任何該等步驟,賬戶持有人須立即通知銀行;

(iv) 信託契據中未有任何未向銀行以書面透露的修訂;

(v) 賬戶持有人從信託的資產中獲彌償的權利並不受限制(在信託契據的明文書面條款中或法律上另外列出的除外)。並未有發生任何事情影響該權利,而賬戶持有人亦未有違反信託契據的任何條文;

(vi) 在多於一位受託人的情況下,賬戶持有人以受託人的身份在一般條款、銀行與賬戶持有人之間之任何貸款、信貸、保證或衍生文件、或訂立的任何其他協議、文件、文書或安排下的任何信託責任向銀行共同及各別地負責;

(vii) 訂立及履行一般條款、任何貸款、信貸、保證或衍生文件及銀行與賬戶持有人之間訂立的任何其他協議、文件、文書或安排並不涉及賬戶持有人違反與信託契據有關的任何責任; 及

(viii) 未有採取清盤或終止信託的步驟或程序;

(e) 如銀行有所要求,賬戶持有人將向銀行提供信託契據的經核證真確本及對此予以確認的法律意見(形式及內容均為銀行所接納);

(f) 儘管賬戶持有人向銀行提供信託契據副本,銀行應被視為不知悉(不論是實際上或推定或其他情況知悉)信託契據中的任何條文,除非銀行實際知悉,在此情況下該實際知悉應被視為只限於與財產授予人、受益人及受託人的身份有

關的條文及為讓銀行判定信託是否經已成立相關的條文、受託人及其代表的一般簽署權力、信託的目的、開立賬戶的理由及就信託而可能要求的預期服務有關的條文。尤其是銀行並無職責或責任審查信託契據的條款或受託人的權力及職責，或決定受託人(等)有否違反信託或信託契據的條文，並應被視為對這些事項完全不知悉(不論是實際或推定)；

(g) 有關賬戶持有人的任何債項或作出的任何彌償或在一般條款下的任何賬戶持有人的其他責任，銀行可對該信託或遺產（視情況而定）的所有資產及賬戶中存有的任何及所有資產及款項作出追索；

(h) 賬戶持有人同意，即使賬戶持有人以遺產代理人或受託人的身份行事，如賬戶持有人並無權利從信託或遺產（視情況而定）的資產獲彌償某債項、賬戶持有人並無藉代位取得該彌償權的權利、或賬戶持有人違反上述的任何陳述或保證或一般條款內的條文、任何貸款、信貸、保證或衍生文件的條文，則賬戶持人須對相關債項負上個人責任。

24.2 銀行將無須就因其已執行或在其他情況下依賴賬戶持有人或授權簽署人發出的指示所引起或與之有關的任何損失對賬戶持有人負責（不論是否違反信託、責任或欠缺身份、權限或權力)。

25. 客戶資料

25.1 賬戶持有人確認已收妥銀行的《關於個人資料（私隱）條例致客戶通知書》（“通告”），並同意按通告（及銀行不時對其所作之修改）的條款處理賬戶持有人的資料。

25.2 賬戶持有人保證：

(a) 賬戶持有人在給予其諮詢人的名字或資料予銀行前會先取得諮詢人的同意；及

(b) 所有賬戶持有人提供予銀行的資料均為自願提供並於所有方面均為真實、正確及全面。

25.3 賬戶持有人及（如適用）賬戶持有人之每一位合夥人／委員會成員／董事均明白，若賬戶持有人／他未能提供銀行所要求之任何資料，銀行也許不能為賬戶持有人提供任何服務。賬戶持有人及（如適用）賬戶持有人之每一位合夥人／委員會成員／董事可隨時與通知內所指之人員聯絡以取閱及要求更改提供予銀行關於賬戶持有人／他之資料。

25.4 賬戶持有人及（如適用）賬戶持有人之每一位合夥人／委員會成員／董事茲此授權銀行及從銀行取得賬戶持有人／他之個人及戶口資料或紀錄的任何人均可向(a)銀行的任何分行；(b)銀行或其任何分行之全部或任何部分資產或業務的實際或計劃的參與人、附屬參與人、轉讓人、受讓人或繼承人；(c)對賬戶持有人之責任或債務提供或計劃提供擔保或抵押的任何方；(d)任何金融機構、消費卡或信用卡發行公司、信貸資料服務機構、債務追收代理或服務供應商；及(e)任何已經或將會與銀行建立業務關係的人仕（該業務是與銀行收集該等資料或記錄之目的有直接關連的），透露或索取賬戶持有人／他的任何個人及戶口資料或記錄，不論此等個人及戶口資料或記錄在甚麼時間或從何處獲取。而上述人仕或機構均可按其業務所需使用有關資料。

25.5 賬戶持有人及(如適用)賬戶持有人之每一位合夥人／委員會成員／董事可於任何時間按照個人資料（私隱）條例(a)要求銀行將銀行例行披露予信貸資料服務公司及(若有過失行為時)收賬公司之資料項目告知賬戶持有人／他；及(b)要求銀行向賬戶持有人／他提供進一步之資料以便向有關之信貸資料服務公司或收賬公司提出查閱及更改有關資料之要求。

25.6 銀行可在香港以外的地方設立任何服務中心，賬戶持有人可在該中心處理賬戶或給予賬戶方面的任何指示。任何於服務中心以外之地方所進行之交易只有在該處按照當地的有關法律及規例能處理並能完全執行賬戶持有人之指示的情況下才會有效。賬戶持有人及（如適用）賬戶持有人之每一位合夥人／委員會成員／董事對銀行或從銀行取得賬戶持有人／他之個人及戶口資料或記錄之任何人，把所有賬戶持有人／他之個人及戶口之資料或記錄（不論在何時及從何處獲取）保存及轉移在或至銀

行或上述人士認為合適的國家之行為表示同意，並對在該等國家按當地有關法律及規例公開或披露所有該等資料或記錄亦表示同意。

25.7 賬戶持有人及（如適用）賬戶持有人之每一位合夥人／委員會成員／董事茲此同意銀行及從銀行取得賬戶持有人／他之個人及戶口資料或記錄之任何人，可以使用（不論在何時及從何處取得）賬戶持有人／他之個人及戶口資料或記錄作以下用途；為賬戶持有人開立及維持任何戶口、維持賬戶持有人與銀行或上述人士之關係、由銀行或上述人士向賬戶持有人／他提供或推廣服務或其他產品、進行不論是否為對賬戶持有人／他採取不利行動而進行之核對程序、或為了維持賬戶持有人／他（不論賬戶持有人跟銀行之關係已終止與否，也不論賬戶持有人／他跟上述人士有否任何關係）的信用記錄以供現時或將來參考之用。

26. 轉讓

銀行可以契約把銀行在本協議內之全部或部分權益和義務轉讓或轉移給銀行在香港內或香港以外任命的任何繼承者，其後該地方之法院將獲得所有受影響事項之管轄權。任何繼承者都具有銀行按本協議及有關法律及規例所規定獲得及承擔的全部權力、權利、授權、職責和義務。先前代表銀行的任何及所有實際代理人、代理商、保管人或賬戶持有人的投資受託人應視為繼續代表銀行之繼承者行使有關職責並獲授權從銀行之繼承者接受指示。

27. 銀行代理人

為賬戶持有人代收款項或處理與賬戶持有人相關的業務或交易時，銀行可使用銀行任何其他分行，或位於任何地區銀行認為合適的任何銀行、聯絡人或代理人之服務。該些分行、銀行、聯絡人及代理人將被視為賬戶持有人的代理。銀行於任何情況皆不須為以下情況向賬戶持有人負責：該些分行、銀行、聯絡人或代理人的作為、遺漏或無償債能力，或任何文書契據於運送時或於該些分行、銀行、聯絡人或代理人持有時遺失、被竊、毀壞或延遲送遞。賬戶持有人須負責所有銀行招致的費用。

28. 修改

28.1 受限於有關法律及規例，銀行可於任何時候給予賬戶持有人事先通知修改、刪除、取替或增加一般條款內的任何條文。

28.2 修改一般條款的通知可以下列方式發出（該通知將視為在銀行公佈當天由賬戶持有人收到）：

(a) 報刊廣告；
(b) 銀行的大堂內展出顯眼的通告；
(c) 於自動櫃員機之地點或屏幕上展示通告；
(d) 電話銀行信息；及
(e) 銀行網站上展出的通告。

28A 稅務合規之條款

28A.1 **定義:**

除文意另有所指外，在本第 28A 段之規定中，下列詞語及詞句應含以下意義：

"**賬戶資料**" 指任何有關賬戶持有人在銀行開立之任何賬戶的任何資料，包括但不限於賬戶號碼、賬戶餘額或價值、賬戶的總收款金額、賬戶提款金額及支付款項。

"**主管當局**" 指任何政府或其任何政治分部，任何法律、司法、政府、行政、公共或監管機構或當局，任何稅務或稅收當局，行業組織，金融服務供應商團體，執法機關，法庭或中央銀行(不論於香港境內或境外的任何司法管轄區及不論目前或將來存在的)。

"**合規要求**" 指根據下列各項對銀行施加的責任: (a) 不論於香港境內或境外及不論目前或將來存在的對銀行具法律約束力或適用的任何香港或外地法律或規定；(b) 不論於香港境內或境外及不論目前或將來存在的任何法律、監管、政府、稅務、執法或其他機關，或自律監管團體或行業組織或金融服務供應商團體作出或發出的任何規則、指引、指示、要求、請求或實務守則；(c) 銀行因其位於或跟相關本地或外地法律、監管、政府、稅務、執法或其他機

關，或自律監管團體或行業組織或金融服務供應商團體而承擔或被彼等施加的任何目前或將來的合約或其他承諾或協議，及包括銀行根據 FATCA 及 AEOI 之責任或規定(如適用)。

"關連人士" 指人士或實體（賬戶持有人除外）其所得的資料（包括稅務資料）由賬戶持有人或其代表向銀行提供，或由銀行就有關賬戶持有人之賬戶的開戶、操作及／或維持，及／或銀行向賬戶持有人提供服務所另行接收的資料。為免生疑問，本條文可包括一位董事、股東、或公司人員、合夥商行的合夥人、獨資經營的獨資經營者、受託人、信託的財產授予人或保護人或受益人、賬戶持有人的實質擁有人、控制人或實益擁有人、賬戶持有人的代理人或代名人、或與賬戶持有人有關係(並對賬戶持有人與銀行關係相關)的任何其他人士或實體。 為本條文的目的及依據 FATCA，一位“控制人”是指對一個實體行使控制權的任何人士，而“實質擁有人”包括直接或間接享有超過一個實體的利潤或資本的 10%的任何個別人士，或其利益超過股本的權益或實益權益的 10%。

"**FATCA**" 指 1986 年美國國內稅收法（及其修訂）第 1471 至 1474 章節，及不論於香港境內或境外任何相聯、類似或相類法例、條約、政府間協議、外資金融機構協議、規例、指示或其他在任何司法管轄區的任何主管當局的官方指引。

“AEOI” 指自動交換賬戶資料是一項新機制，涉及把賬戶資料由香港傳送至與香港簽訂了自動交換資料協議的海外稅務管轄區(或稱為「自動交換資料伙伴」)。有關資料只涉及屬自動交換資料伙伴的稅務管轄區的稅務居民。香港稅務條例 (第 112 章)，為香港進行自動交換資料訂立了法律框架，該條例定義控權人指對該實體行使控制權的個人，即若該名個人直接或間接(包括透過信託或持票人股份持有) 擁有或控制該實體不少於 25 百分率的已發行股本；或直接或間接有權在該實體的成員大會上，行使不少於 25 百分率的表決權，或支配該比重的表決權的行使；或對該實體的管理行使最終控制權。

"**個人資料**"指: (i) 如果賬戶持有人及任何關連人士為個人，其全名、身分證明文件／護照號碼、出生日期及地方、住宅地址、郵寄地址、聯絡資料（包括電話號碼)、及任何納稅人識別號碼、社會安全號碼、公民身分、居住地及稅務居住地及（如適用）銀行可合理要求有關賬戶持有人及任何關連人士的其他資料; (ii) 如果賬戶持有人及任何關連人士為法團/非個人實體，其成立及組成之日期和地方、註冊地址、營業地址、稅務識別號碼、稅務狀況、稅務居住地及（如適用）銀行可合理要求有關賬戶持有人及任何關連人士的其他資料，及其每位實質擁有人、控制人和實益擁有人的其他資料。

"**稅務資料**"就賬戶持有人及任何關連人士而言，指: (i)有關賬戶持有人及任何關連人士的稅務狀況的任何文件或資料;(ii)賬戶持有人及任何關連人士的個人資料;及(iii)賬戶資料。

28A.2 **資料提供:** 賬戶持有人同意按銀行不時合理要求（以符合合規要求）向銀行提供文件、證明書及資料（包括賬戶持有人及任何關連人士（如適用）的稅務資料)。賬戶持有人確認並同意上述可包括:（a）賬戶持有人及/或有關的關連人士就稅務狀況的自我聲明書（以銀行規定格式或銀行同意的其他格式），或銀行接受的該其他書面證明；及（b）銀行不時要求的所有文件及其它資料，以進行有關賬戶持有人的盡職調查和鑑定程序，以符合合規要求和其內部政策（包括核實賬戶持有人或任何關連人士（如適用）的身份，及核實賬戶持有人的資金來源和業務性質)。

賬戶持有人保證，聲明及承諾（a）賬戶持有人向銀行提供有關賬戶持有人及任何關連人士的稅務資料在各重要方面都是真實和準確的，且沒有省略重要的事情;及（b）當賬戶持有人及任何關連人士（如適用）的個人資料有變更或添增時，賬戶持有人須及時（及在任何情況下不遲於該變更或添增之日起 30 天內）通知銀行該變更或添增。

28A.3 **資料披露:** 附加於及在不損害任何本條款的其他條款及銀行及賬戶持有人之間允許銀行披露資料其它的協議的情況，賬戶持有人同意及批准銀行可向在任何司法管轄區（不論於香港境內或境外）的任何主管當局或其他人士披露賬戶持有人及任何關連人士（如適用）的稅務資料以符合合規要求。就向銀行提供的與任何關連人士有關的任何資料而言，賬戶持有人確定及保證賬戶持有人已經取得該關連人士同意向銀行提供該資料，及向主管當局或該其他人士披露資料，以使銀行能符合合規要求。

28A.4 **預扣付款:**銀行向賬戶持有人支付的任何款項，將受制於合規要求下的任何扣留及扣減要求。而且，賬戶持有人同意及確認銀行可依據上文履行或安排履行下述事宜：代扣任何應付予賬戶持有人的款項，將任何該等款項存入暫記賬或其它戶口及/或保留該等款項以釐定上述合規

要求下扣留及扣減要求的適用性，而無需通知賬戶持有人或對賬戶持有人負上任何責任。 對於因上述合規要求下代扣、保留或存入款項而可能導致賬戶持有人的任何稅額支付增加、損失或損害，銀行概不負責。

28A.5 終止: 賬戶持有人同意下述事宜：銀行可隨時結束或終止賬戶持有人的任何賬戶及/或完全或部分終止銀行與賬戶持有人之關係、協議或安排，而無需給予任何通知。以上前提是賬戶持有人不遵守本協議第 28A 段之任何規定，包括未能提供資料、認證書及/或銀行為按合規要求所需要的文件，或任何稅務資料（無論是關於賬戶持有人或任何關連人士）不準確、不完整或未能及時作出最新修訂。

28A.6 稅務責任: 賬戶持有人自行負責了解及遵守賬戶持有人在所有適用的司法管轄區的稅務責任。銀行建議賬戶持有人尋找獨立法律及稅務意見，而且銀行均不提供任何稅務或法律意見。

29. 雜項

29.1 銀行未能或延遲行使一般條款下的或其他任何權利、權力或特權，不會當作放棄有關權利、權力或特權。而單項或局部行使、執行或放棄有關權利、權力或特權，並不排除另行或再次行使或執行有關或任何其他權利、權力或特權。

29.2 若一般條款內的一條或多條條文根據任何適用法律乃屬違法、無效或不能予以執行，則不影響或損害其餘條文之效力、法律地位及執行性。

29.3 一般條文對銀行及賬戶持有人及其各自的繼承人及獲准的受讓人具有約束力，其利益由該些人仕享有。

29.4 儘管出現以下事情，一般條款仍對賬戶持有人具約束力：

(a) 銀行名字或組織之變更；或

(b) 銀行與任何其他實體進行合併或合組。

發生這些情況時，該新實體將在一般條款下替代銀行，且一般條款及銀行當時提供予賬戶持有人的所有賬戶及所有服務將就賬戶持有人及該新實體而言繼續有效。

29.5 如一般條款的中文及英文版本有差異，概以英文版本為準。

29.6 除了賬戶持有人及銀行之外，並沒有其他人士有權按照《合約（第三者權益）條例》強制執行本協議中的任何條款，或享有本協議中任何條款下的利益。

30. 管制法律及管轄區

30.1 一般條款及賬戶持有人及銀行間與一般條款或服務有關的所有爭議受香港法律專有管轄，及根據香港法律解釋。雙方同意接受香港法院的非專有司法管轄權管轄。

30.2 每項交易及其相關投資或文書皆受進行／簽立該項交易、投資或文書或該項投資或文書所在處司法管轄區的有關法律及規例約束。

31. 在不同管轄區之申訴

31.1 任何賬戶持有人向銀行追討指稱為銀行應付款項或任何聲稱為銀行付款責任之法律程序只可在香港法院開展（除非銀行有另行書面同意）。任何針對銀行的判決或命令不可對銀行在香港以外的任何其他分行執行或強制執行。

31.2 本協議下的任何條文不影響銀行於任何司法管轄區追討賬戶持有人在賬戶或任何與銀行簽訂的合約、文件、文書或安排下應付的債項之權利，或於任何司法管轄區執行賬戶持有人給予銀行的任何保證之權利。

客戶意見及投訴

中國農業銀行股份有限公司香港分行致力為賬戶持有人提供優質服務，賬戶持有人的回應及意見將令銀行的服務更臻完善。假如賬戶持有人對銀行的服務和產品有任何意見、建議或投訴，請向銀行於香港的註冊辦事處或在銀行的網站索取客戶意見書，填妥表格並寄回或交回該辦事處，或傳真至 2866-0133。

銀行會對客戶投訴保密，並根據內部投訴處理程序跟進所有的客戶投訴。該程序符合香港金融管理局發出的指引。所有客戶投訴均會妥善紀錄及由銀行獨立處理投訴主任進行調查。銀行將採取一切必要措施來解決這些被發現的問題。並作出改善。

收到賬戶持有人的回應或意見後，銀行將立即作出跟進，並盡可能於下一個營業日或之前回覆。如需時跟進，銀行將：

- 在收到回應或意見的 7 天內，致函通知跟進賬戶持有人意見的有關職員的聯絡資料，並
- 於三十日內對賬戶持有人的回應或意見給予書面回覆。