

**TERMS & CONDITIONS**

**FOR**

**PRIVATE BANKING SERVICE**

**(FOR COMPANIES, CORPORATIONS,  
SOLE PROPRIETORSHIPS, PARTNERSHIPS AND  
OTHER UNINCORPORATED ASSOCIATIONS  
AND BODIES)**

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## Section 1. Account Mandate

To: **China Construction Bank (Asia) Corporation Limited (the “Bank”)**

Unless the context otherwise requires, terms defined in the Account Opening Form and in Sections 2 and 3 of the Account Terms and Conditions shall have the same meanings herein.

### 1. Instructions

- 1.1 The Bank is authorized to act on Instructions given by the Client or the Authorized Representative. The Client agrees to ratify and confirm all the acts and deeds of the Authorized Representative in the exercise or purported exercise of the Authorized Representative's powers, discretion and authority. Until receipt by the Bank from the Client of written notification of the revocation of the appointment of any Authorized Representative (whether by the Client or by virtue of the bankruptcy, liquidation, mental incapacity or other legal disability of the Authorized Representative or any other reason whatsoever), the Bank shall be entitled to act on the Instructions of such Authorized Representative. If any document delivered by the Client to the Bank is undated, the time and date imprinted by the Bank on the document at the time of its receipt shall be conclusive evidence of the time and date of such document.
- 1.2 All Instructions must be in accordance with the authorisations in, and terms of, the Account Mandate and must bear signature(s) and, as applicable, the company chop which, in the Bank's sole opinion, correspond(s) to the specimen signature(s) or authorized company chop impression of the Client(s) and/or the Authorized Representative(s) as provided to the Bank. The Client assumes full responsibility for the operation of the Account in such manner.
- 1.3 The Bank shall be under no duty to inquire into the authenticity of any Instructions or the identity, authority or good faith of the person giving or purporting to give any Instructions.
- 1.4 Where the Client and/or the Authorized Representative consists of more than one person, oral or telephone Instructions and Instructions through facsimile or electronic mail (where specifically authorized by the Client in writing and agreed to by the Bank) from any one of such persons may be accepted and acted on by the Bank.
- 1.5 The Bank may treat all Instructions given as fully authorized and binding on the Client regardless of the circumstances prevailing at the time of the Instructions being given or the nature or amount of the transaction and notwithstanding any error, misunderstanding, lack of clarity, errors in transmission, fraud, forgery or lack of authority in relation to the Instructions except in the case of gross negligence, wilful misconduct or fraud on the part of the Bank while acting on such Instructions. The Client agrees that the Client is under an express duty to the Bank to prevent any fraudulent, forged or unauthorized Instructions being given. The Bank will not be responsible for (a) any failure or delay in executing an Instruction caused by circumstances beyond its reasonable control including delay or failure to read an Instruction; or (b) not confirming or promptly confirming fax or electronic mail instructions by telephone; or (c) any resulting Loss or damage, loss of profit or other consequential Loss, direct or indirect except where this is caused by the gross negligence, wilful misconduct or fraud on the part of the Bank.
- 1.6 The Bank may require Instructions to be encrypted and/or to contain such identifying code, test or digital signature as it may from time to time specify, and the Client shall be responsible for any improper use or misappropriation of such tests, codes or digital signatures or failure to encrypt.
- 1.7 The Bank may at its discretion record telephone Instructions by writing and/or tape recording and/or any other method, and the Bank may deem the recording of such Instructions as conclusive and binding evidence in any dispute that may arise. The Client consents to such recording.
- 1.8 The Bank may in its sole discretion without having to state the grounds for such refusal and without any liability whatsoever,

refuse to act upon any Instructions or such part thereof as the Bank thinks appropriate. Without prejudice to the generality of the foregoing, the Bank may refuse to so act if any Instructions are unclear, or if the Bank receives conflicting Instructions, or if the Bank believes, in good faith, that Instructions are fraudulent, forged or unauthorized or that acting on any Instructions may be in breach of any law or regulation or directive applicable to the Client, the Authorized Representative and/or the Bank. Unless otherwise agreed by the Bank, each Instruction must be received by the Bank during banking hours on a Business Day but before the relevant cut-off time for this type of Instruction as determined by the Bank in its absolute discretion. Any Instruction received after the relevant cut-off time will be treated as received on the next Business Day.

### 2. Statement of Account and Confirmation of Transactions

- 2.1 The Bank shall send the Client periodic statements reflecting transactions and balances in the Account and a confirmation evidencing each transaction carried out by the Client and/or the Authorized Representative (“Confirmation”), although the terms of such transaction shall be legally binding from the moment they are agreed between the Bank and the Client (whether orally or otherwise). The Client undertakes to carefully check, examine and verify the correctness of each such Confirmation and each such statement of account. The Bank receives the right not to send an account statement if there has been no account activity. The Client agrees that reliance can only be placed upon original Confirmations and/or statements. The Client further undertakes to inform the Bank promptly and in any event, within ten (10) days from the date of such Confirmation, and, within ninety (90) days from the date of such statements (as applicable), of any discrepancies, omissions, credits or debits wrongly made to or inaccuracies or incorrect entries in the Account or the contents of each Confirmation or statement or the execution or non-execution of any order; failing which, upon the expiry of the (10) days, the Bank may deem the Client to have approved the original Confirmations and upon the expiry of the ninety (90) days, the Bank may deem the Client to have approved the original statements as sent by the Bank to the Client. In which case, such Confirmations and statements shall be conclusive and accepted by the Client without any further proof that the Account is, and all entries therein and the execution of all transactions are, correct, and the Bank shall be free from all claims in respect of the Account and all such transactions, save for unauthorized transactions which have resulted from the forgery, fraud or negligence of the Bank or any of its employees.
  - 2.2 If the Client fails to receive an account statement within ten (10) Business Days after the end of the period to which the statement relates, the Client should immediately notify the Bank and request a copy of the same.
  - 2.3 Without prejudice to the above, the Bank may, in its sole discretion, without prior notice to the Client, reverse entries which relate either to instruments which are returned to the Bank unpaid or arise by reason of operational error on the part of the Bank or other party and may correct errors made in any Confirmation or statement.
- ### 3. Retention of Mail
- 3.1 The Bank may, if so requested by the Client in writing or verbally, and if the Bank in its sole discretion thinks fit, refrain from despatching by mail or otherwise sending to the Client any communications, notices, Confirmations, statements or any other form of correspondence (collectively “the Correspondence”) relating to the Account, any of the Services and/or any transactions carried out by the Client and/or the Authorized Representative but instead place the said Correspondence in a folder (“Hold Mail Folder”) made

out in the Client's name at the Bank for safekeeping (such safekeeping service being the "Hold Mail Service"). Regardless of the nature of any Correspondence, the Bank shall not be required to give notice of the Correspondence to the Client or to take any other action in relation to the Correspondence. Notwithstanding the foregoing, the Bank shall be entitled in its sole discretion (but without any obligation) to forward to the Client such notices or communications which the Bank considers necessary or appropriate. Further, the Bank in its sole discretion may at any time terminate the Hold Mail Service by giving forty-eight (48) hours' notice to the Client to any one address or facsimile number as may have been provided by the Client to the Bank. Unless other Instructions are received by the Bank within the said notice period, all Correspondence in the Hold Mail Folder may, upon the expiry of the said notice period, be sent by the Bank to any one address of the Client. The Client may at any time terminate the Hold Mail Service by giving forty-eight (48) hours' notice to the Bank together with disposal Instructions regarding the Correspondence.

3.2 The Client acknowledges and authorizes the Bank to treat all Correspondence placed in the Hold Mail Folder as having been duly delivered to and received by the Client. The date of the relevant Correspondence shall be deemed to be the date of receipt of the same by the Client.

3.3 The Client shall at least once in every period of three (3) months either collect in person or give Instructions for the collection or disposal of all Correspondence retained in the Hold Mail Folder. In the case of an Account held in the name of more than one person, the Bank may deliver the Correspondence in the Hold Mail Folder:

- (a) to any one party to such Account; or
- (b) to any other party to whom the Bank receives written Instructions to deliver the Correspondence.

The Bank is authorized, in its discretion, to destroy, or deliver to any one address of the Client, all Correspondence retained in the Hold Mail Folder which remain uncollected for at least two (2) years.

3.4 Notwithstanding the optional discretion retained by the Bank described in Clause 3.1 above, the Client releases the Bank from all responsibility in respect of the Correspondence and waives any claim whatsoever for any Loss, damage or consequences arising out of the Hold Mail Service. In addition, the Client acknowledges the risks of participating in the Hold Mail Service, as described further in the Risk Disclosure Statement.

3.5 The Client will pay the Bank such fee as may be prescribed by the Bank from time to time for the provision of the Hold Mail Service.

3.6 The Hold Mail Service, once being provided, shall continue until the Bank notifies the Client otherwise by letter to any one address of the Client, or by electronic mail.

#### 4. Confidentiality

4.1 Subject to this Clause 4 and/or any other provision in the Account Agreement under which the Client consents to disclosure, the Bank shall keep confidential all information concerning the Account and the Services.

4.2 The Client expressly authorizes the Bank to disclose any and all information (the "Information") relating to the Client (or any of them, if Client consists of more than one person), the Authorized Representatives, the beneficial owners of the Account, the Account, any person giving Instruction, any person on whose behalf the Client acts in receiving payments or otherwise connected with the Client, the Services made available to the Client and/or Services requested by the Client, to:

- (a) the Bank's subsidiaries wherever located for internal use, reporting, risk management, relationship management, to enable compliance by the other member with relevant laws including a Foreign Law

Requirement, or marketing purposes or to effect Instructions;

(b) any Agents and providers of services or products (each of whom the Bank appoints, deals with or instructs on the Client's behalf) or to any clearing house or settlement system, to counterparties or persons related to the execution of an Instruction in respect of the Account or to the provision or maintenance of a Service;

(c) any Agents, contractors or third party service providers wherever located, that provide administrative, telecommunications, computer, payment or other services to the Bank, including certain functions or activities that may be outsourced or off-shored by the Bank, in connection with the operation of the Bank's business;

(d) any auditor and legal and other professional advisor of the Bank or any other person under a duty of confidentiality to the Bank;

(e) to the drawee bank providing a copy of a paid check (which may contain information about payee) to the drawer;

(f) to the stock exchange or any listed company (or its agent or nominee) in which the Client has an interest in such securities which are held by the Bank as nominee for the Client where the Bank is obliged to disclose information by law as the shareholder on record;

(g) to any person(s) from whom Collateral is provided to the Bank, including providing a copy of any credit facility letter to the Client, the Client's latest account statement (if so requested by such person(s)) and formal demand for overdue payment, if any.

For the avoidance of doubt, the Client's consent does not affect any other right or remedy to which the Bank is entitled as a matter of law or otherwise.

4.3 The Client acknowledges that the Bank will disclose the Information to any court or tribunal, government, quasi-government, regulatory, fiscal or monetary authority or agencies, including a Government Authority, body or person (each an "Authority" for this Clause 4) to whom the Bank is under an obligation to disclose information, as required by applicable law, including any Foreign Law Requirement, regulations or guidelines.

4.4 The Client undertakes to provide the Bank with such information, documents and certifications as reasonably required by the Bank in order for it to meet its obligations under any Foreign Law Requirement. The Customer acknowledges and agrees that this may include information, documents or certifications in connection with the Client (or any of them, if Client consists of more than one person), the Authorized Representatives, the beneficial owners of the Account, the Account, any person giving Instruction, any person on whose behalf the Client acts in receiving payments or otherwise connected with the Client.

4.5 The Client understands and consents that the above disclosure or data transfer may entail cross-border data flows. The authorisation and obligations of the Client under this Clause 4 shall survive the termination of the Account or any of the Services.

4.6 Any personal data (as defined in the Personal Data (Privacy) Ordinance (Cap. 486)), which the Client provides to the Bank will be treated in accordance with the Bank's "Personal Data (Privacy) Ordinance Notification" from time to time provided to the Client and which is expressly incorporated into these Account Terms and Conditions.

The Client's attention is drawn to the fact that laws relating to banking secrecy or data protection do not have extra territorial effect and that all data transmitted abroad therefore ceases to

enjoy any protection under the law of the country in which relevant account is booked.

The Client hereby waives any banking secrecy, or other similar provision. The Client is aware of the risks that may arise from Internet transactions conducted via open systems accessible to anyone and acknowledges that despite the encryption of data, the fact of a connection from the Client's personal computer to the Bank over the internet may be observable.

The Bank may also use servers and other computer hardware situate in any jurisdiction world-wide for the provision of any e-banking service.

## **5. The Bank's Responsibility and Indemnity**

5.1 Any action which the Bank may take or omit to take in connection with the Account, the Services or any Instructions shall be solely for the Client's account and risk. Subject to Clause 8.2 and to the maximum extent permissible under and not inconsistent with law applicable to the Bank and the obligations of the Bank under the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission ("SFC Code") and the Code of Banking Practice ("Banking Code of Conduct") in respect of the provision of the Services, neither the Bank nor any of the Bank's subsidiaries, affiliates, associates and Agents or any director, officer, employee or agent of any of the foregoing shall be liable for any Losses, damages, costs, expenses, fees, charges, actions, suits, proceedings, claims or demands or for any diminution in the value of or Loss or damage to any assets held in the Account or in respect of the Services or for any lost opportunity whereby the value of the same could have been increased or otherwise in connection therewith or for the acts of any Agent appointed by the Bank in good faith, or any other persons through whom Instructions are effected, save where the same arises directly from the Bank's gross negligence, wilful misconduct or fraud. Subject to Clause 8.2 and to the maximum extent permissible under and not inconsistent with law applicable to the Bank and the obligations of the Bank under the SFC Code and the Banking Code of Conduct in respect of the provision of the Services, the Bank shall not be liable for any liability, claim, Loss or damage, demand, tax, cost, charge or expense of any kind which may be incurred or suffered by the Client or any actions or proceedings which may be brought by or against the Client as a result of or arising from:-

- (a) the failure of the Client to comply with these Account Terms and Conditions and to exercise due care in its dealings with the Bank;
- (b) the misunderstanding or misinterpretation of any instruction whether given by phone, electronic means or otherwise (provided that the Bank acts in good faith);
- (c) the inability of the Client to gain access to or utilize any electronic banking service offered by the Bank; or
- (d) any failure of the Bank to perform any obligation or service or take any action where such inability or failure is attributable directly or indirectly to any circumstance or event beyond the reasonable control of the Bank, including any equipment or computer malfunction, power, network or telecommunication failure or inadequacy, interruption, interception, error, delay or loss in transmission or transfer facilities, or the act or omission of any third party,

except where such Loss or damage is reasonably, foreseeable and directly caused by (1) unauthorized transactions arising from forgery or fraud by any third party including any employee, agent or servant of the Client and in relation to which the Bank has failed to exercise reasonable care and skill; (2) unauthorized transactions arising from forgery or fraud by any employee, agent or servant of the Bank; or (3) other unauthorized transactions arising from the wilful misconduct or negligence on the part of the Bank or any of its employees, agents or servants.

5.2 The Bank, its subsidiaries, affiliates, associates, and Agents and every director, officer, employee or agent of any of the foregoing shall be entitled to every exemption from liability, every defence and every indemnity to which the Bank is entitled under applicable law and, for the purposes hereof, the Bank is and shall be deemed to be acting as agent on behalf of and for the benefit of such entities and persons.

5.3 To the maximum extent permissible under and not inconsistent with law applicable to the Bank and the obligations of the Bank under the SFC Code and the Banking Code of Conduct in respect of the provision of the Services, the Client shall fully indemnify and keep indemnified the Bank (at its head office and any and all branches of the Bank), its subsidiaries, affiliates, associates and Agents and every director, officer, employee or agent of any of the foregoing against any and all Losses, damages, costs, expenses, fees, charges, actions, suits, proceedings, claims or demands which may be brought against any of them or which any of them may suffer or incur in connection with the Account, the Services or any Instructions (and reliance by the Bank on such Instructions) including as a result of any failure by the Client to comply with these Account Terms and Conditions, the Client or Authorized Representative or other agent of the Client providing misleading or false information in respect of itself or any other person or matter in connection with these Account Terms and Conditions, save where the same arises directly from the Bank's gross negligence, wilful misconduct or fraud.

5.4 To the maximum extent permissible under and not inconsistent with law applicable to the Bank and the obligations of the Bank under the SFC Code and the Banking Code of Conduct in respect of the provision of the Services, if the Bank is found liable for any act or omission, negligence or default, its liability shall be limited to the lesser of the amount of the direct Loss or actual damage and the amount of the relevant transaction. To the maximum extent permissible under and not inconsistent with law applicable to the Bank and the obligations of the Bank under the SFC Code and the Banking Code of Conduct in respect of the provision of the Services, the Bank shall not be responsible for any loss of profit or any special, consequential or indirect Loss or damage arising out of such act, omission, negligence or default.

5.5 Notwithstanding any other provisions in the Account Terms and Conditions, the provision of the Services by the Bank under the Account Terms and Conditions shall be subject to applicable law. For the avoidance of doubt, nothing in the Account Terms and Conditions shall remove, exclude or restrict any obligation or liability that are applicable to the Bank in relation to the provision of Services to the Client under the Securities and Futures Ordinance, its subsidiary legislations, the Banking Code of Conduct, and the SFC Code to the extent that the Bank is precluded thereunder or pursuant thereto from removing, restricting or excluding such obligation or liability.

## **6. The Client's Responsibility**

6.1 The Client shall at all times exercise due care to prevent payment or other orders or instruments, Instructions, electronic aids, passwords, tests, codes or digital signatures from coming into the possession of unauthorized persons and to prevent alteration in a manner which may facilitate fraud or forgery. The Client shall notify the Bank immediately on discovering that any such items have been stolen, lost, misappropriated or mislaid, but such notification shall not relieve the Client from its liability to assume and bear the consequences of the same. It is the Client's duty to ensure Instructions are clear, correct and intelligible, and that they have been received and/or read, as applicable, by the Bank's officer designated to deal with the Account.

6.2 The Client undertakes to consult with the Client's own independent legal, regulatory, tax, financial and accounting advisors to the extent the Client deems necessary in respect of any transactions the Client enters or proposes to enter into with the Bank.

6.3 The Client shall be responsible for all taxes, duties and charges (including but not limited to tax reporting and withholding obligations) of any kind arising pursuant to transactions conducted with or through the Bank.

## 7. Risk Disclosure

- 7.1 The Client accepts all risks arising from its opening and maintenance of the Account and acceptance of any of the Services made available by the Bank, including but not limited to, any Loss suffered as a result of entering into any investment, trading or other transaction. The Client's attention is drawn to this Clause and the Risk Disclosure Statement(s) and the Client shall have read and fully understood the Risk Disclosure Statement(s) before accepting the relevant Services. In accepting Services made available by the Bank (other than discretionary investment or management services), the Client acknowledges that it makes its own assessment and relies on its own judgement. The Client will make its own assessment and rely on its own judgement after considering its investment experience, investment knowledge, investment objectives, financial situation and other personal circumstances as well as the nature, features and risks of the transaction (having regard to all the information and documents it is aware of). For the avoidance of doubt, this Clause is not intended to derogate the obligations of the Bank under Clause 8.2.
- 7.2 The Client accepts all risks inherent in the Bank being authorized to accept and act on oral, telephone, facsimile or electronic mail (as agreed to by the Bank) Instructions subject to the terms in Clause 1.6 above.
- 7.3 The Bank undertakes that in relation to derivative products, including futures contracts and options, it will, upon the Client's written request, provide product specifications and any prospectus or other offering document concerning such products to the Client.

## 8. Bank not an Investment Advisor

- 8.1 While the Bank may from time to time communicate recommendations or may discuss investment policies or opportunities with the Client, the Client should make its own decision with respect to all transactions and assess whether each transaction is suitable for it in light of its financial situation, investment experience and investment objectives. Subject to Clause 8.2 and to the maximum extent permissible under and not inconsistent with law applicable to the Bank and the obligations of the Bank under the SFC Code and the Banking Code of Conduct in respect of the provision of the Services, the Bank is not responsible or liable for the accuracy and completeness of any such information, the performance or outcome of any investment made by the Client after receipt of such information provided by the Bank irrespective of whether such information was provided at the Client's request. Some of the information and documents provided by the Bank are for general circulation to its clients and are not meant to target specifically to the Client, and unless specifically indicated otherwise the preparation of such information and documents has not taken into consideration the individual personal circumstances of the Client, and should not be relied upon as such.
- 8.2 If the Bank solicits the sale of or recommends any financial product to the Client, the financial product must be reasonably suitable for the Client having regard to its financial situation, investment experience and investment objectives. No other provision herein or any other document the Bank may ask the Client to sign and no statement the Bank may ask the Client to make derogates from this Clause 8.2. For the purposes of this Clause 8.2, "financial product" means any securities, futures contracts or leveraged foreign exchange contracts as defined under the Securities and Futures Ordinance, and "leveraged foreign exchange contracts" is only applicable to those traded by persons licensed for Type 3 regulated activity. When the Bank conducts any suitability assessment on any financial product for the Client, such assessment of the Client shall be based solely on the information provided by the Client to the Bank. The Bank shall not be obliged to take into consideration any information about the Client that the Bank is not actually aware of. The Bank shall also not be responsible for any losses that arise as a result of any inaccurate, misleading, incorrect, incomplete, outdated or fraudulent information provided by the Client or misrepresentations of the Client.
- 8.3 In respect of any investment transaction with or on behalf of the Client by the Bank, the Bank is not acting as the Client's investment or financial adviser nor acting in a fiduciary

capacity to the Client. The Client should seek its own professional advice, as it considers appropriate. The Bank is not obliged to monitor the performance of the Client's investments held with the Bank nor provide any investment advice to the Client on an on-going basis.

## 9. The Hong Kong Deposit Protection Scheme (the "Scheme")

The following types of deposit maintained with the Bank are deposits qualified for protection by the Deposit Protection Scheme in Hong Kong:

- (i) Deposit in a Savings Account;
- (ii) Deposit in a Current Account; and
- (iii) Time deposit with a tenor of not more than 5 years.

## 10. Others

- 10.1 The provisions set out in the Account Agreement and the Security Documents (where applicable) shall supersede all provisions in any previous account mandate executed by or on behalf of the Client in favour of the Bank and all previous general terms and conditions issued by the Bank to the Client governing the banking, investment or trading relationship between the Bank and the Client and such other agreements entered into between the Bank and the Client as the Bank may specify. The English version of the Account Agreement shall prevail wherever there is a discrepancy between the English version and a Chinese version, if the latter is available.
- 10.2 The Client represents and warrants that the information and documents provided to the Bank in connection with the Account, the Services and any Instructions are true, correct and authentic. By signing the Account Opening Form, the Client agrees to be bound by the Account Agreement and acknowledges that it has received a copy of, read and fully understood the Account Terms and Conditions.
- 10.3 The Bank will provide the Client with prior notification in the event of any material change to the information provided by the Bank in the Account Agreement and the Security Documents (where applicable) including any change to the Bank's business which may affect the Services for the time being it provides to the Client. Where the material change to such information would impact upon fees, charges or the liabilities and obligations of the Client under the Account Agreement, the Bank will provide thirty (30) days' notice of any such change unless, in the case of all changes referred to in this Clause 10.3, they are not within the Bank's control. The Client will promptly notify the Bank in the event of any material change to the personal information or circumstances or any other relevant information it provided or is required to provide to the Bank. In the absence of any written notice to the contrary, the Bank will assume that there are no constraints on its Services under the Account Agreement.
- 10.4 The agreement between the Client and the Bank will comprise this Section 1, Section 2, Section 3A and each of the following parts which the Client has agreed as prescribed in the Account Opening Form will apply from time to time:
- Part 3B1: Foreign Exchange Trading
  - Part 3B2: Securities Dealing, Margin Trading and Trading in Funds
  - Part 3B3: Structured Deposits
  - Part 3B4: Gold Trading
  - Part 3B5: OTC Derivatives Trading
- 10.5 In the event of any conflict between Section 2 and Section 3, Section 3 shall (unless the Bank in its sole discretion otherwise thinks fit) prevail. The Account Mandate in Section 1 shall, in all cases of conflict, prevail (unless the Bank in its sole discretion otherwise thinks fit). In the event of a conflict between the Account Terms and Conditions and a Confirmation, the latter shall prevail. In the event of any inconsistency between the Account Terms and Conditions and the Account Opening Form, the Account Opening Form shall prevail.

- 10.6 The termination by you or by the Bank of any of the Services or Accounts provided pursuant to the Sections of these Account Terms and Conditions shall not affect the provision of the remaining Services and/or Accounts.
- 10.7 The Bank has no obligation to open an Account or to provide any Service or to enter into any transaction with the Client or on the Client's behalf, and the Bank may refuse to do so. No reasons for any refusal, termination or discontinuance need to be given. The Bank may require the Client to sign additional documentation (including providing sufficient margin and

signing or procuring a security party to provide Security Documents) in order to open Accounts and provide Services.

- 10.8 The Bank may introduce and provide new Services from time to time. The Client will receive notification of any new terms and conditions governing such Services which may be introduced. Such terms and conditions will supplement and form part of these Account Terms and Conditions and will be binding on the Client. The Client agrees to comply with the relevant services document or service terms in respect of the use of and/or access to the applicable Services.

## Section 2. General Conditions

### 1. Definitions and Interpretation

In the Account Agreement and Security Document, unless the context requires otherwise or the relevant words and phrases are already defined in the Account Opening Form or Section 1:

**“Account”** means any and all the accounts the Client opens with the Bank;

**“Account Agreement”** has the meaning assigned to it in the Account Opening Form, as supplemented by such other documentation as the Bank may require from the Client from time to time for the operation of the Account or the provision of any Services;

**“Account Mandate”** means the Bank’s standard form account mandate set out in Section 1 supplemented by the Account Opening Form containing the mandate to the Bank in relation to the operation of the Account;

**“Account Opening Form”** means the account opening form signed by the Client in relation to the Account and Services;

**“Account Terms and Conditions”** means the terms set out in Sections 1 to 3 of this document;

**“Advance”** means an advance of a principal amount by the Bank to the Client;

**“Agents”** means agents, brokers, dealers, custodians and sub-custodians, depositories, clearing house, advisors, bankers, dealers, attorneys, managers, nominees and correspondents and **“Agent”** means any one of them;

**“Authorized Representative”** means the person or persons authorized from time to time in writing by the Client to act for and on behalf of the Client in connection with the Account and the Services, whose names and specimen signatures have been received by the Bank, and includes any person or persons appointed as attorney by the Client under Power(s) of Attorney notified to the Bank;

**“Bank”** means China Construction Bank (Asia) Corporation Limited, its successors and assigns;

**“Business Day”** means a day (other than Saturday and Sunday) on which the Bank is open for banking business in Hong Kong but excluding the day(s) as otherwise specified in a Confirmation;

**“Client”** means the person or persons in whose name or names the Account is opened and any references to the “Client” shall include the Client’s personal representatives, successors and permitted assigns;

**“Collateral”** means any asset, guarantee, letters of credit and/or indemnity acceptable to the Bank, and held by the Bank as security for the obligations of the Client;

**“Confirmation”** means any document or written advice issued by the Bank confirming the terms and conditions of a transaction entered into by the Client with the Bank, which shall supplement and form part of the Account Agreement, and read and construed as a single agreement;

**“Default Event”** means any event or circumstance specified as such in Clause 13.2;

**“FATCA”** means:

- (a) sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 (as amended) or any amended or successor version thereof;
- (b) any intergovernmental agreement, memorandum of understanding, undertaking and other arrangement between governments and regulators in connection with (a) including as entered into by the government of Hong Kong;
- (c) agreements between the Bank and the IRS or other regulator or government agency pursuant to or in connection with (a); and

- (d) any laws, rules, regulations, interpretations or practices adopted in the U.S., Hong Kong or elsewhere pursuant to any of the foregoing;

**“Foreign Law Requirement”** means any obligation imposed on the Bank pursuant to any future or present:

- (a) foreign laws (including foreign laws in respect of which the Bank considers itself bound and including laws and regulations of Mainland China);
- (b) Hong Kong laws that implement Hong Kong’s obligations under an agreement with a foreign government (including the government of Mainland China) or regulator;
- (c) agreements entered into between the Bank and a foreign government (including the government of Mainland China) or regulator; or
- (d) guidelines or guidance issued by any legal, regulatory, government, tax or law enforcement body within or outside of Hong Kong in respect of (a) to (c).

For the avoidance of doubt, this definition includes any obligation or requirement applying to the Bank as amended or introduced from time to time, including pursuant to FATCA;

**“General Conditions”** means those general terms set out in Section 2;

**“Government Authority”** means any government, government body, government agency or regulator, in or outside of Hong Kong, including the Inland Revenue Department of Hong Kong and the IRS;

**“Hong Kong”** means the Hong Kong Special Administrative Region of the People’s Republic of China;

**“Investment Services”** means the Services set out in Section 3B as amended and varied by the Bank from time to time;

**“Investment Services Terms and Conditions”** means the terms and conditions set out in Section 3B governing the Investment Services;

**“Instructions”** means instructions in connection with the Account or the Services given or purported to be given by the Client or the Authorized Representative in accordance with the terms of the Account Mandate, and which may be in writing and delivered by hand or post or communicated in person or by telephone, or transmitted by facsimile and whether or not followed by confirmation by the Bank;

**“IRS”** means the U.S. Internal Revenue Services;

**“Loss(es)”** means any losses, damages, costs (including legal costs on a full indemnity basis), fines, expenses, fees, charges, actions, suit, proceedings, claims, claims for an account or equitable compensation or equitable lien, any demands or remedy whatsoever, or any diminution in value or loss or damage to any property or security or any lost opportunity whereby the value of the same could have been increased or otherwise;

**“Mainland China”** means the territory of the People’s Republic of China excluding Hong Kong and Macau Special Administrative Regions and Taiwan Province of the People’s Republic of China;

**“Product Conditions”** means those terms relating to certain Services and set out in Section 3;

**“Renminbi”** means the lawful currency for the time being of Mainland China;

**“Renminbi Banking Services”** means any Renminbi-related banking services provided by the Bank to the Client including Renminbi account opening, Renminbi deposit-taking, Renminbi remittance, Renminbi conversion and such other services that the Bank may from time to time offered to the Client;

**“Required Margin”** means the level/amount of Collateral required by the Bank from time to time;



**“Risk Disclosure Statement”** means all risk disclosure statements (if any) set out in the terms and conditions applicable to the respective Services;

**“RMB Bond”** means the Renminbi-denominated marketable bonds issued in Hong Kong in accordance with the relevant laws and having such tenor as allowed by the relevant laws and providing for payment of principal and interest as agreed;

**“Securities”** means equities, debentures, debenture stocks, certificates of deposit, treasury bills, bills of exchange, units or interest in unit trusts or mutual funds or any other kind of collective investment scheme, warrants, options, bonds, all derivatives over the same, structured products, annuities, debt certificates which may be drawn by lot for redemption, mortgage bonds and all other analogous instruments;

**“Security Document”** means any document executed or to be executed from time to time by the Client and/or any Security Party in respect of any Collateral and any facility letter issued by the Bank to the Client;

**“Security Party”** means any party from time to time providing Collateral to the Bank for any obligations of the Client to the Bank;

**“Services”** means any and all credit or other banking facilities or products or services granted or made available by the Bank to the Client and/or to any third party at the request of the Client from time to time, including the Investment Services;

**“Taxes”** means any present or future tax (including, but not limited to any goods and services tax, consumption tax or value-added tax), levy, impost, duty, charge, fee, deduction or withholding of any nature and by whatever name called, by whomsoever, on whomsoever and wherever imposed, levied, collected, withheld or assessed;

**“Total Liabilities”** means all moneys, obligations and liabilities now or at any time hereafter due, owing or incurred by the Client to the Bank, anywhere, whether on the Account, or in respect of the Services or any Instructions or otherwise in whatever manner and actual or contingent, present or future and in whatever currency and whether solely or jointly and in whatever name, style or form and whether as principal debtor or as surety, including (but not limited to) all principal moneys, interest at such rates as may from time to time be payable by the Client (or which would have been so payable but for the liquidation, bankruptcy, death or other incapacity of the Client), fees, charges and all expenses; and

**“U.S.”** means the United States of America.

Headings herein are for ease of reference only and shall not be deemed to be a part of these Account Terms and Conditions or be taken into consideration in the interpretation or construction hereof. Any reference to the masculine gender shall also include the feminine and neutral genders. Where the context so requires, words importing the singular shall include the plural and vice versa. Any reference to a person, where applicable, includes an individual, a company, a corporation, a sole proprietor, a partnership or a body unincorporate and its successors and assigns. References to Clauses are to clauses of these General Conditions and references to Paragraphs are to paragraphs of the Product Conditions. References to Sections in the General Conditions are to Sections of the Account Terms and Conditions. Any reference to the Account Terms and Conditions or the Account Agreement shall be construed to be the same, as amended, varied or supplemented from time to time by the Bank.

## 2. Availability of Services

- 2.1 All Services described in Section 3 are available upon execution of the Account Opening Form where the Bank will, in its sole discretion thinks fit, notify the Client of the availability of such Services and provided always that the Client shall have satisfied all conditions precedent prescribed by the Bank, and provided sufficient Collateral (where applicable) as determined by the Bank. Investment Services are granted subject to the Investment Services Terms and Conditions which are deemed to be incorporated by reference in the Account Agreement as of the date of the first transaction pursuant to such Investment Service

entered into between the Client and the Bank and which supplement the Account Terms and Conditions.

- 2.2 The Bank may introduce and provide new Services from time to time and notify the terms and conditions governing such new Services to the Client. These Account Terms and Conditions in so far as they are not inconsistent with the terms and conditions for the new Services shall apply and be binding on the Client. In the event of any conflict between the two, the terms and conditions for the new Services will (unless the Bank in its sole discretion otherwise thinks fit) prevail.

- 2.3 The Client requests and authorizes the Bank to provide from time to time information on Services and products which the Bank determines may meet the Client’s investment objectives and interests.

## 3. Operation of Account

- 3.1 The Bank may:

- (a) honour and comply with orders to pay and any other documents whatsoever expressed to be drawn, signed, accepted, endorsed or made or given by the Client or on the Client’s behalf and presented for payment against the Account, whether the Account is in credit or in debit (but always without prejudice to the Bank’s right to refuse any unauthorized overdraft); and
- (b) honour and comply with all Instructions in accordance with the terms of the Account Mandate, whether to withdraw moneys from the Account, to deliver, dispose of or deal with any securities, deeds or documents or other property whatsoever from time to time in the Bank’s possession for the account of the Client whether by way of security or safe custody or otherwise;

but in each case, always without prejudice to the Bank’s right of security therein or set-off against the same.

- 3.2 Any credit given for payment into the Account or otherwise is provisional and may be reversed without prior notice to the Client unless moneys represented by such payment are actually received by the Bank.

- 3.3 Unless otherwise agreed by the Bank, the Client may not draw against any deposit made to the Account by way of checks or any other instrument (whether drawn on the Bank or sent for collection) until the actual proceeds thereof have been received by the Bank.

- 3.4 In order to pay the proceeds of any transaction, instrument or other transfer to an Account denominated in a different currency and for the settlement and facilitation of investment, trading or other transactions, the Bank may convert the proceeds into a currency and in a manner the Bank considers appropriate at its prevailing rate of exchange.

- 3.5 Change of partnership (for Client in partnership only)

- (a) Unless and until the Bank receives actual notice in writing to the contrary from the Client or any of the partners of the Client or any of the legal representatives or trustees of the Client, the Bank’s authority under the Account Agreement shall continue notwithstanding any change in the partnership deed or agreement or name of the Client, admission of new partner(s) or cessation of any partner to be a member of the Client (by reason of death, bankruptcy, retirement or otherwise) (in which case the Bank may treat the remaining partner(s) as having full power to continue the Client’s business) and all transactions effected pursuant to such authority shall be conclusively binding on all the partners and their respective estates, legal personal representatives and trustees, and including any partner who has ceased to be a member of the Client. The Client shall notify the Bank immediately of any change of its partnership deed or agreement, name or membership.
- (b) If the Bank has received actual notice that a partner has ceased to be a member of the Client by reason of death, bankruptcy, retirement or otherwise or a new partner has been admitted to the Client, the Bank is entitled and is authorized:

- (i) in the absence of written instructions to the contrary signed by all partners of the Client or their legal personal representatives or trustees immediately before such cessation or admission, to close or suspend the Account(s) in the name of the Client or to terminate or suspend the service provided by the Bank to the Client without any prior notice. The securities, property(ies) or proceeds held in any Account of the Client (subject to any rights or claims of the Bank on them) shall be held by the Bank to the order of all partners of the Client immediately before such cessation or admission; and/or
- (ii) at the request of the partners immediately after such cessation or admission, to open a new account in the same name as that of the Client (the “New Firm”) and to carry on business with them and to collect and pay to that new account any or all checks, bills, drafts, notes and/or other instruments with the name of the Client as the named payee (whether they are in fact payable to the Client or the New Firm) without enquiry. Such collection and payment shall be a valid discharge to the Bank and conclusively binding on all the partners of the Client and their respective estates and/or personal representatives, including the partner who has ceased to be a member of the Client, irrespective of whether or not such payment or collection will result in the reduction of payment or satisfaction of any or all 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.

#### 4. Appointment of Agents

- 4.1 The Bank may employ or utilise Agents of its own choice and its head office or any of its branches, subsidiaries, affiliates or associates and delegate to any such persons the performance of the Bank’s duties in connection with any Service and exercise of the Bank’s rights upon such terms as the Bank may deem fit and the Client shall be bound by the same.
- 4.2 The Bank may appoint any Agent to take delivery and to be registered as nominee of any of the Client’s assets, in any part of the world.

#### 5. Outsourcing

- 5.1 For the purpose of increasing operational efficiency, the Bank may from time to time outsource certain of its operational activities to branches of the Bank in other jurisdictions or such other person(s) as described in Clause 4 of Section 1. Such activities include but are not limited to Securities trade execution, custody, data, trade and payment processing, data storage and administration.
- 5.2 In all such initiatives, the security of client data will remain paramount and any client data transferred between any branches of the Bank for this purpose will be treated with maximum confidentiality and in compliance with prevailing data privacy legislation in relevant jurisdictions.

#### 6. Interest and Default Interest

- 6.1 Interest shall be paid by the Bank at the rate applicable to the Account as specified by the Bank from time to time.
- 6.2 The Client shall pay interest on any amount owing to the Bank at a rate and on such basis as shall be determined by the Bank and agreed with the Client:
  - (a) for Advances not exceeding one year or such other term acceptable to the Bank, at a percentage above the Bank’s cost of funds unless otherwise agreed with the Client; and
  - (b) for overdrafts, at a percentage above the higher of the Bank’s prime rate or its cost of funds or as otherwise agreed with the Client.

6.3 In the event that the rate of interest is calculated on an annual basis, such interest shall be calculated over a 365-day year for amounts in Hong Kong Dollars and a 360-day year for amounts in all other currencies.

6.4 If the Client fails to pay to the Bank any amount when due or on demand, default interest at a minimum of two (2%) per annum above the higher of the Bank’s prime rate or its cost of funds shall be charged on such overdue amount from the due date until the date of receipt by the Bank (both before as well as after judgement).

6.5 A certificate by any of the Bank’s officers as to the Bank’s cost of funds or prime rate shall, in the absence of manifest error, be binding and conclusive evidence.

#### 7. Charges and Expenses

7.1 All Services will be charged in accordance with the Bank’s prevailing rates from time to time or as otherwise agreed with the Client.

7.2 To the maximum extent permissible under and not inconsistent with law applicable to the Bank and the obligations applicable to the Bank under the Banking Code of Conduct and the SFC Code in respect of the provision of Services, the Client shall fully indemnify the Bank against all costs and expenses, including but not limited to legal fees, registration fees, Taxes and stamp duties incurred in connection with the opening and maintenance of the Account, the provision of the Services, the enforcement of the Bank’s rights or the recovery of any amount due, owing or payable to the Bank.

7.3 The Bank may:

- (a) levy service charges, fees, interest, charges or expenses on the Account of or any special or standing instruction of or any service provided to the Client;
- (b) levy a service charge on the Account if the balance in the Account falls below the minimum amount prescribed by the Bank or that account remains inactive for such period as the Bank may determine and/or is closed within three months (or any other period as the Bank may determine) from the date on which it is opened; and
- (c) with prior notice, impose other types of charges in accordance with the applicable rules of the Hong Kong Association of Banks and/or other applicable laws and rules and in such manner as the Bank at its discretion thinks fit.

The Bank may debit the amount of all applicable charges from any account of the Client and shall inform the Client of the nature and the amount of such charges after they have been debited from any account of the Client.

Details of the Bank’s charges are displayed at all branches of the Bank and are also available upon request.

The Client acknowledges and agrees that the Bank may pay to, or accept and retain for its sole benefit from, any Agent or any of the Bank’s branches, subsidiaries, affiliates or associates, all normal banking charges, custody charges, commissions, rebates and fees which in connection with the provision of any of the Services by the Bank, without being obliged to account for or disclose to the Client insofar as permitted by law.

#### 8. Payments

8.1 Any payment or delivery from the Client to the Bank shall be made promptly to, or to the order or receipt of, the Bank on the due date as specified in each Confirmation, or on demand, in the currency in which it is due (unless otherwise required by the Bank). All such payments shall be made in full in immediately available and freely transferable funds without set-off or counterclaim or any restriction or condition, free and clear of and without deduction of any Taxes, charges or fees of any nature now or hereafter imposed or howsoever arising.

8.2 If at any time, any deduction or withholding is made or required to be made from any payment due from the Client to the Bank, the Client shall pay to the Bank such amount as may be necessary

to ensure that the Bank receives a net amount equal to the amount which it would have received had no such deduction or withholding been required or made.

- 8.3 The Client's payment obligations shall not be discharged by an amount paid in a currency other than that in which payment is due ("stipulated currency") (whether pursuant to a judgement or otherwise) to the extent that the amount so paid, on prompt conversion to the stipulated currency, does not yield the amount due in the stipulated currency, and the Client shall fully indemnify the Bank against the stipulated currency deficiency and in respect of all other Losses (including without limitation, the cost of making any currency purchase or exchange) which the Bank may incur or suffer, provided always that the Bank shall not be obliged to make such purchase or exchange and it shall be sufficient for the Bank to show that it would have suffered the stipulated currency deficiency had an actual purchase or exchange been made.
- 8.4 If the sum paid or recovered is less than the amount then due, the Bank may apply that sum in such manner as the Bank may in its sole discretion think fit, and the Client or the payer shall have no right to make any appropriation.
- 8.5 Any discharge of the Client or any Security Party by the Bank shall be deemed to be made subject to the condition that it will be void to the extent that any security, disposition or payment to the Bank by the Client, such Security Party or any other person is set aside, avoided or reduced pursuant to any provision or enactment relating to the dissolution, deregistration, bankruptcy, liquidation, reorganisation or otherwise of the Client, such Security Party or such other person (whether as a fraudulent preference or otherwise) or proves otherwise to have been invalid, in which event, the Client and such Security Party shall make good to the Bank upon demand such amount as shall have been set aside, avoided or invalidated as aforesaid, and the Bank shall be entitled to enforce these indemnities against the Client or such Security Party subsequently as if such discharge to the extent the aforesaid had not occurred.
- 8.6 Unless the Bank in its sole discretion otherwise thinks fit, any payment from the Bank to the Client shall be payable only in the currency in which it is due and shall be subject to all applicable laws, regulations, rules, customs and usages (including without limitation, any foreign exchange restrictions or controls) and the sovereign risk of the country of such currency. Without prejudice to the foregoing, any payment obligation of the Bank shall be discharged solely by procuring a credit at (that is, by drawing a check or bank draft or other instrument on) a branch or a correspondent bank of the Bank or a bank nominated by the Client in the country of the currency, and the Bank shall in no circumstances be required to discharge such payment obligations by making delivery of cash.
- 8.7 Payments affected by Foreign Law Requirement
- (a) The Client acknowledges and agrees that notwithstanding any other provision of these Account Terms and Conditions:
    - (i) any payments by the Bank under these Account Terms and Conditions will be subject to withholding and deduction as required under Foreign Law Requirement;
    - (ii) any amount withheld under (i) may be held in whatever account or in whatever manner determined by the Bank; and
    - (iii) the Bank shall not be liable for any gross up, loss or damage suffered as a result of the Bank's exercising its rights under this Clause 8.7.
  - (b) The Client acknowledges and agrees that any transaction, payment or instruction under these Account Terms and Conditions may be delayed, blocked, transferred or terminated as required for the Bank to meet its obligations including those under any Foreign Law Requirement as determined by the Bank.

## 9. Netting

If on any date there are any amounts which would otherwise be payable hereunder in the same currency by the Bank to the Client and the Client to the Bank, if the Bank so determines and directs

on such date, each party's obligation to make payment of any such amount will be satisfied and discharged and, if the aggregate amount that would otherwise have been payable by one party exceeds the aggregate amount that would otherwise have been payable by the other party, replaced by an obligation upon the party by whom the larger aggregate amount would have been payable to pay the other party the excess of the larger aggregate amount over the smaller aggregate amount.

## 10. Set-Off and Consolidation of Accounts

- 10.1 All moneys, Securities, assets and other property of the Client (together with that of (i) the sole proprietor and/or other sole proprietorship operated by such sole proprietor if the Client is in sole proprietorship ("**Sole Proprietor Related Parties**") and (ii) partner(s) of the Client if the Client is in partnership (persons referred to in items (i) and (ii) are collectively referred to as "**Relevant Parties**") now or hereafter held by or to the order of the Bank, whether at its head office or at any of its branches, or with any subsidiary, affiliate, associate or Agent of the Bank and whether in the same or different jurisdictions for the account of the Client and/or the Relevant Parties (whether solely or jointly) and whether for safe custody or otherwise, and regardless of the currency, shall be subject to a continuing charge and lien for the payment of the Total Liabilities.
- 10.2 The Bank shall be entitled to retain and not repay any amount which is or may hereafter be owing from it to the Client and/or the Relevant Parties or any moneys which it may hold, now or hereafter, for the account of the Client and/or the Relevant Parties, whether on current or deposit or other account and regardless of the currency, unless and until the Client and/or the Sole Proprietor Related Parties (as the case may be) shall have discharged in full the Total Liabilities.
- 10.3 Without prejudice and in addition to any right of set-off, combination of accounts, or other right to which the Bank is otherwise entitled, the Bank may, at any time, without prior notice to the Client and/or the Relevant Parties, set-off, debit, withhold, transfer, sell or realise any or all moneys, Securities, assets and other property of the Client and/or the Relevant Parties held by or to the order of the Bank (whether or not the Bank has a charge or lien over the same) in such manner as the Bank thinks fit and combine, consolidate, merge, set-off, transfer or apply any balance to which the Client is entitled (whether matured or not and in whatever currency) on the Account and any other indebtedness owing by the Bank, whether at its head office or at any of its branches, or by any subsidiary, affiliate, associate or Agent of the Bank, to the Client and/or the Relevant Parties (whether solely or jointly) in or towards satisfaction of the Total Liabilities and the Bank is hereby authorized to effect any necessary conversions at the spot rate of exchange (as conclusively determined by the Bank) prevailing in the relevant foreign exchange market at the relevant time. Notwithstanding the foregoing, unless otherwise agreed in writing, in the case of a Default Event specified in Clause 13.2(c), any credits to the Client and/or the Relevant Parties shall be deemed to have been automatically set-off against the Total Liabilities.
- 10.4 The Client and/or the Relevant Parties (as the case may be) shall, as soon as practicably possible, be informed upon the exercise of a right of set-off by the Bank under this Clause 10.
- 10.5 For the purpose of this Clause 10, in the event that the Client is in sole proprietorship, "**Total Liabilities**" includes, in addition to those items set out in its definition in Clause 1 of Section 2 above, any liabilities and/or obligations owed by the sole proprietor (whether in his/her personal capacity or in his/her capacity as the Client or any other sole proprietorship operated by him/her) to the Bank.

## 11. Collateral

- 11.1 Collateral may be required by the Bank for certain Services.
- 11.2 As security for the Client's obligations to the Bank and the Total Liabilities, the Client and/or Security Party shall maintain at all times sufficient Collateral as determined by the Bank in its sole discretion. The Bank may require, from time to time, additional Collateral to meet the Required Margin for the relevant Services.

- 11.3 Collateral acceptable to the Bank may be a combination of deposits and/or marketable Securities at margins acceptable to the Bank in its sole discretion.

Notwithstanding the foregoing or Clause 14.1, all margins specified above are for reference only and may be changed at any time and from time to time at the Bank's sole discretion without prior notice to the Client.

- 11.4 In the event that the Collateral provided is, in the sole opinion of the Bank, no longer sufficient to meet the Required Margin, the Bank may take such action as the Bank in its sole discretion deems fit, including without limitation, realising such part or all of the Collateral as the Bank deems necessary to satisfy the liabilities of the Client without notice to or consent from the Client or the Security Party. Without prejudice to the foregoing, if the Bank in its sole discretion deems appropriate, the Bank may (in addition to or instead of exercising, inter alia, its power of realisation aforesaid) require the Client and/or the Security Party to deposit, within such time as the Bank thinks fit, additional Collateral acceptable to the Bank to restore the Required Margin.
- 11.5 The Client shall, and shall procure that the Security Party shall, immediately upon demand by the Bank and at the Client's expense (including without limitation, the payment of any legal charges and fees incurred by the Bank), make, execute, do and perform all such further assurances, instruments, acts or things as the Bank shall from time to time require to perfect, protect or enforce the Collateral or any part thereof and the Bank's title to the security thereby constituted or intended to be constituted by the Collateral, and to give effect to any of the rights conferred on the Bank, including but not limited to any assignments and rights of subrogation.
- 11.6 The Client shall not, and shall procure the Security Party not to, sell, transfer, assign, encumber, pledge, create any further mortgage or charge over, dispose of or otherwise deal with the Collateral or any part thereof or any interest therein.
- 11.7 Notwithstanding that the Bank may be appointed as a custodian or agent or otherwise act in any other fiduciary capacity for all or part of the Collateral, the Bank may upon the enforcement of its rights, sell, dispose of, realise or otherwise deal with the Collateral as the Client's agent or as mortgagee or pledgee thereof, as the case may be, as the Bank may at its absolute discretion deem fit without incurring any liability whatsoever or howsoever in respect of such fiduciary capacity.
- 11.8 Any Collateral provided by the Client may, at the Bank's sole discretion, be regarded as constituting the Required Margin for more than one Service at any time.

## 12. Assignment

- 12.1 The Client shall not assign or transfer any of the Client's rights, interests, powers or obligations under the Account or any Services or the Account Agreement and any Security Document without the Bank's prior written consent.
- 12.2 The Account Agreement and any Security Document shall operate for the benefit of the Bank and its successors and assigns, notwithstanding any change by way of amalgamation, consolidation or otherwise in the constitution of the Bank or any such successor or assign. The Bank may assign or otherwise transfer all or any of its rights, interest, powers or obligations under the Account Agreement and any Security Documents and any Account or Services or transactions to which they relate and/or the Collateral and may deliver the same to the transferee(s), who shall thereupon become vested with all the rights, interests and powers in respect thereof which were formerly vested in the Bank. The Bank shall be released and discharged from any liability or responsibility in respect of Collateral so transferred, but shall retain all its rights, interest and powers in respect of Collateral not so transferred.

## 13. Termination of Account and Variation of Services

- 13.1 Notwithstanding any other provision of this Account Agreement, all Services are made available on an uncommitted basis and the Bank may at any time and from time to time vary, suspend or terminate any or all of the Services without prior notice to the Client and reserves the right to require the Client to repay immediately all outstanding amounts owed to the Bank (as

determined by the Bank) under such Services which have been terminated. Without prejudice to the foregoing, the Bank may close any account of the Client (i) if the account has a zero balance or has remained inactive for such period as the Bank may determine, or (ii) with immediate effect if the account, in its opinion, is being used for illegal purposes or has not been conducted in a satisfactory or reasonable manner or if the Client fails to comply with any requirement of these Terms and Conditions in respect of a Foreign Law Requirement, including failing to provide information, documents and supporting materials as required by the Bank, closure is otherwise necessary or convenient for compliance with a Foreign Law Requirement, or (iii) upon giving the Client at least forty-eight (48) hours notice. Upon closure of the Account, the Bank shall be released and discharged from any further obligations including payment of any check drawn by the Client and subsequently presented. The Client agrees to be solely responsible for any and all consequences arising from such closure. Upon closure of the Account and/or the suspension or termination of any Service, the Total Liabilities (or such part thereof as the Bank may, in its sole discretion, specify) shall become immediately due and payable, the Collateral and all other rights, powers and remedies of the Bank shall become immediately enforceable and the Bank shall become immediately entitled to exercise any and all of the same.

- 13.2 Each of the following shall be a Default Event:

- (a) the Client or any Security Party fails to comply with any provisions of the Account Agreement or any Security Document;
- (b) the Client or any Security Party fails to pay the Bank on the due date or on demand (as the case may be) any sums of money outstanding in respect of the Total Liabilities;
- (c) the Client or any Security Party has become insolvent or bankrupt; or generally fails or is unable to pay any of its debts as they mature; any action has been instituted by or against the Client or any Security Party for the purpose of the Client or any Security Party entering into winding-up, dissolution, bankruptcy, reorganisation, or any similar arrangement under any bankruptcy or insolvency law; or any order has been made by any competent court or any resolution is passed for the appointment of a liquidator, receiver, custodian, executor, administrator or trustee of the whole or any part of the Client's or any Security Party's assets or business; or any warrant of attachment is issued by any competent court in any jurisdiction against all or any part of the Client's or any Security Party's assets or business; or the Client or any Security Party has entered into any composition with any creditor generally;
- (d) the Client or any Security Party dies or becomes mentally incapacitated or suffers some other form of legal disability;
- (e) the Client or any Security Party fails to provide additional Collateral to the Bank as and when requested by the Bank or fails to maintain the Required Margin;
- (f) any legal proceedings, suit or action of any kind (whether criminal or civil) shall be instituted against the Client or Security Party;
- (g) financial condition or operating environment of the in the Bank's opinion, a material adverse change occurs in the Client or Security Party or any event occurs or circumstances arise which causes the Bank to believe that the Client or any Security Party may not (or may be unable to) perform or comply with any one or more of its or their obligations; or
- (h) any representation or warranty made by the Client or any Security Party to the Bank is incorrect or misleading.

- 13.3 Without prejudice to any other provisions of these Account Terms and Conditions, at any time after the occurrence of a Default Event, the Bank may without notice to the Client suspend or terminate any or all outstanding Services whereupon the Total Liabilities shall immediately become due and payable, the Collateral and all other rights, power and remedies of the Bank

shall become immediately enforceable and the Bank shall become immediately entitled to exercise any and all of the same.

13.4 The Client may terminate any Account or Services upon giving the Bank ten (10) Business Days' written notice provided such termination shall not discharge or affect any accrued, existing or contingent liabilities and obligations of the Client.

13.5 Notwithstanding the foregoing provisions of this Clause, to the maximum extent permissible under and not inconsistent with law applicable to the Bank and the obligations applicable to the Bank under the Banking Code of Conduct and the SFC Code in respect of the provision of Services, the Client shall fully indemnify the Bank against any Loss (including without limitation, loss of profit) or expense which the Bank may incur as a consequence of (a) any Default Event, (b) any breach by the Client of its obligations in connection with any Account or Services, (c) any demand notice being given or (d) any Advance not being made for any reason (excluding default by the Bank) after the Client's request has been accepted by the Bank, including, but not limited to, any Loss or expense incurred in maintaining or funding any Advance or any part thereof or in liquidating or re-employing deposits from third parties acquired to effect or maintain any Advance or any part thereof, except to the extent that the same arises directly from gross negligence, fraud or wilful misconduct of the Bank.

13.6 For the purposes of this Clause, if the Client consists of two or more persons (whether as partners or otherwise), references to the Client include each person constituting the Client during the material time.

#### 14. Amendment and Notification

14.1 The terms of the Account Agreement or any Security Document may from time to time be amended or supplemented by the Bank (in electronic or printed form) in its sole discretion by notice to the Client, and any such amendment or supplement shall apply with effect from such date as the Bank may stipulate and in the case where fees, charges and the liabilities and obligations of the Client are affected by such amendments, the Bank will provide the Client with at least 30 days' advance notice, unless these changes are not within the Bank's control.

14.2 Such amendments or supplements shall be binding on the Client regardless of whether or not the Client has received actual notice and whether failure to receive actual notice is as a result of the Hold Mail Service or otherwise and may be notified in such manner as the Bank thinks fit (including posting on the Bank's website).

14.3 For all purposes, including without limitation, any legal proceedings against the Client and/or any Security Party, a certificate by any of the Bank's officers as to any amount due from the Client to the Bank or as to any other determination, notification or opinion or the like of the Bank shall, in the absence of manifest error, be binding and conclusive evidence.

14.4 Any notice, demand or communication to be given by the Bank to the Client shall be deemed to have been given if:

- (a) sent by hand or post to its registered address or any address provided by the Client or such other address the Client may notify to the Bank from time to time;
- (b) sent by facsimile to a facsimile number provided by the Client or such other facsimile number the Client may notify to the Bank from time to time;
- (c) given in accordance with the Hold Mail Service if the Client then has the use of such service, or
- (d) sent by electronic mail to the electronic mail address provided by the Client or such other electronic mail address the Client may notify the Bank from time to time.

14.5 Where the Client consists of more than one person, notice sent by the Bank to any one of the persons in whose name or names the Account is opened in accordance with the above provisions will be deemed to be sufficient and valid notice to all persons in whose name or names the Account is opened.

14.6 Any notice sent by the Bank shall be deemed (notwithstanding that it may not in fact be received by the Client and even if the Bank knows of such fact) to have been received on the day of dispatch, if delivered by hand, facsimile transmission or electronic mail; or two (2) days after the date of posting in the case of local mail and five (5) days after the date of posting in the case of overseas mail.

#### 15. Conflict of Roles

15.1 The Bank may (without the prior consent from the Client) effect transactions for or on behalf of the Client through the agency of and/or with a counterparty which is related to the Bank whether directly or indirectly or through or with another Client of the Bank even if a conflict of interest may arise. The Bank may also (without the prior consent from the Client) effect transactions for or on behalf of the Client in which the Bank has a direct or indirect interest (whether material or not). The Bank shall take all reasonable steps to ensure the Client receives fair treatment in the event that the Bank has any such interest or in the event of an actual or potential conflict arising. The Bank shall not be liable to account for or disclose to the Client any profit derived by it in those transactions (whether in the form of commission, rebate or otherwise).

15.2 Without prejudice to the generality of Clause 15.1 and subject to the Bank taking reasonable care to ascertain the terms are the best in the market at the relevant time, the Bank or any of its affiliates may at any time have an interest in a transaction, including but not limited to acting as agent for another party; acting as principal in selling its own property; receiving and retaining commission from other parties to a transaction and/or from the Client; executing a transaction with prior knowledge of other related transactions; being a holder, dealer or market maker in Securities or other investments purchased or sold by the Client, or otherwise participating or having an interest in an issue or issuer of Securities.

#### 16. Waiver and Severability

No failure or delay by the Bank in exercising any right, power or remedy under the Account Agreement or any Security Document shall impair such right, power or remedy or operate as a waiver, nor shall any single or partial exercise of the same preclude any further exercise or the exercise of any other right, power or remedy. The rights, powers and remedies provided in the Account Agreement and any Security Document are cumulative and do not exclude any other rights, powers and remedies provided by law. If at any time any provision of the Account Agreement or any Security Document is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the legality, validity and enforceability of such provision under the law of any other jurisdiction, and of the remaining provisions of the Account Agreement and any Security Document shall not be affected or impaired thereby. Each of the Bank's rights, powers and remedies shall continue in full force and effect until and unless specifically amended or waived in writing by the Bank.

#### 17. Representations, Warranties and Undertakings

17.1 The Client (and where the Client is a company, on behalf of its shareholder(s) and controller(s)) represents and warrants to the Bank as of the date of execution of the Account Opening Form and any Security Document as follows (which representations and warranties shall be deemed repeated on a continuous basis for so long as the Client has an Account or any outstanding Services with the Bank and as of the date of each transaction entered into or Services requested by the Client):

- (a) that the Client (if a corporation) is duly incorporated and is validly existing under the laws of its country of incorporation, and has full power, authority and legal right to own its property and assets and to carry on its business and to execute the Account Agreement and any Security Document;
- (b) that the Client has full power, authority and legal right to open and maintain the Account, to request any Service and to enter into and engage in the transactions contemplated by the Services and has taken or obtained all necessary action and consents to authorize its entry

into and performance of its obligations in respect thereof in accordance with all applicable laws and regulations;

- (c) that the Account Agreement and any Security Document constitute legal, valid and binding obligations of the Client enforceable against it in accordance with their respective terms;
- (d) that no litigation, arbitration or administrative proceeding is currently taking place or pending or threatened against the Client or the Client's business or assets;
- (e) that the opening and maintenance of the Account, the utilisation of the Services by the Client, the Instructions given to the Bank and the performance by the Client of its obligations will not contravene any law, regulations, rules, codes, customs and usages applicable to the Client or of the location or market or local regulatory bodies where the Account is opened or any Services are effected, or any contractual terms in any relevant prospectus or offering memorandum;
- (f) that any transaction entered into under any Services granted to the Client, relating to or being a derivative written over or referencing shares ("Shares") in (i) any company ("Company") in which the Client or any person connected to the Client or under the Client's influence or control may or may not have a direct or indirect interest, or (ii) any affiliate of such Company:
  - (aa) will not conflict with or violate the terms of the Client's constitutional documents, by-laws or any other contract (including any lock-up agreement), law, rules, codes, regulation, policy, any order or judgment of any court or other government agency applicable to it or restriction of any kind to which it is subject, including applicable listing rules of any relevant Stock Exchange or any takeover code (together the "Rules"), and it is lawful for the Client to enter into such transaction. In particular, the existence of any relationship or connection (if any) between (i) the Client, its shareholder(s) or controller(s) (if Client is a company), or any person connected to it deemed to have an interest in the Shares, and (ii) the Company (including its directors and any shareholder or affiliate) will not cause the transaction to contravene any Rules;
  - (bb) is not precluded as a result of the Client's possession of any non-public information concerning the Company or its affiliates, which if generally known by the public, would have a material effect on the price of the Shares nor will the Client seek to early terminate the transaction on the basis of any material non-public information;
  - (cc) has been evaluated by the Client (internally or through independent professional advisers) including its appropriateness or suitability to the Client and, without limitation to the Bank's duties under Clause 8.2 of Section 1 of the Account Terms and Conditions, the Client acknowledges and agrees that the Bank and/or its authorized representatives are not acting as the Client's financial, legal, tax, accounting or regulatory, specialist or technical adviser or fiduciary in connection with such transaction, and the Client has sufficient knowledge and experience to evaluate the merits and risks of such transactions and is able to, and does, assume the risks, if any, of such transaction;
- (g) that no event or circumstances which constitutes or which with the giving of notice or lapse of time or both would constitute a Default Event has occurred;
- (h) all information supplied by the Client to the Bank in connection with these Account Terms and Conditions, the Services and each transaction is true, complete and accurate in all respects and shall remain true, complete

and accurate unless and until the Client notifies the Bank in writing to the contrary;

- (i) save as otherwise agreed by the Bank in writing, the Client is the beneficial owner of the assets held in each Account and have and will maintain unencumbered and absolute title to such property (except as provided herein) free from all charges, equities, liens and encumbrances;
- (j) any monies held in each Account is not in any way derived from money laundering or criminal activities;
- (k) the Client will at all times maintain complete and exclusive control of the Accounts, and will exclusively give Instructions with respect to the purchase, sale and delivery of any assets in the Accounts or any other transactions for the Accounts; and
- (l) the Client has made its own assessment and has made its decision to enter into the Account Terms and Conditions and enter into the transactions having regard to its financial situation, investment objectives, investment experience, and its personal circumstances, as well as independent professional advice it has sought as it considers appropriate.

17.2 The Client agrees and undertakes with the Bank as follows:

- (a) to effect all stamping, filing or registration of all documents (including any Security Documents) which may be required under the laws of any relevant jurisdiction;
- (b) to forthwith furnish such financial information to the Bank as it may request from time to time;
- (c) to forthwith and in any event within two (2) days of the occurrence of a Default Event notify the Bank of the occurrence of such Default Event and setting forth the details of the same and the action the Client proposes to take with respect thereto;
- (d) to immediately inform the Bank of any changes to the above representations and warranties or in the event that such representations or warranties are no longer accurate or correct;
- (e) on request by the Bank, to do or procure the doing of all such acts and things and execute or procure the execution of all such instruments and documents as the Bank may in its sole discretion consider necessary or desirable for giving full effect to the Account Agreement and/or Security Documents and/or any Services or Instructions or for securing to the Bank the full benefits of all rights, powers and remedies conferred upon the Bank;
- (f) to assume at all times the sole responsibility for the consistency of each transaction entered into under any Services with the current and future Rules, including obtaining all necessary approvals required to enter into and perform the Client's obligations under such transaction; and complying with all current and future Securities, derivatives or other public disclosure, reporting and/or financial statement disclosure requirements (including but not limited to disclosure of interests pursuant to Part XV of the Securities and Futures Ordinance (Cap. 571) of Hong Kong or the equivalent (or similar thereto) in any other jurisdiction) applicable to each transaction and/or to any hedging or other trading activities in connection with or in any way related to the transaction; and the Client will not hold the Bank liable in this respect; and
- (g) to ensure that each Security Party will abide by the foregoing representations, warranties and undertakings (mutatis mutandis).

## 18. Force Majeure

The Bank will not be responsible or liable for any Loss or expense suffered or incurred by the Client arising from any delay, failure or inability of the Bank to discharge any of its obligations in connection with the Account and/or the Services as a result of

any reasons or causes beyond the Bank's control, including without limitation, complying with any law, regulation, code, order, court freezing order, notice, guideline, directive or at the request of public or regulatory or governmental authorities or as a result of any levy, tax, embargo, moratorium, exchange restriction or other act of government or other authority, any breakdown or failure of transmission or communication or in computer facilities, postal or other strikes, closure or suspension of trading on any exchange, board of trade, market or clearing house, any act of God, fire, flood, frost, typhoon storm, explosion or force majeure.

## 19. New Products and Services

The Bank may from time to time introduce new products and services for the benefits of its clients in general. Should the Client wish to transact for such products and/or utilize such services, the Bank may request the Client to sign or acknowledge receipt of additional product documentation in relation thereto. Terms and conditions relating to any such product and/or service contained in any product documentation shall be deemed to be incorporated herein with effect from the date on which they are signed or, acknowledgement of receipt received by the Bank or the date of the first transaction to which they relate (whichever is earlier) and in the event of any conflict between their terms and the terms of this Account Agreement, the former shall prevail.

## 20. Governing Law and Jurisdiction

- 20.1 In relation of any Account or Services, the Account Agreement and any Security Document shall be governed by and construed in accordance with the laws of Hong Kong and the Client irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Hong Kong courts.
- 20.2 The Services and any investments and trading or other transactions are subject to all applicable laws, regulations, rules, customs and usages and the sovereign risk of the location or market where any such Services and investments and trading or other transactions are effected or executed and also subject to all rules, conditions, practices or determinations as may from time to time be prescribed by any body or association (whether governmental, quasi governmental or otherwise and whether or not having the force of law) to be applicable to and binding on and to be observed by the Bank or any party with, through or in whom any investment or trading or other transaction is executed and in the event of any conflict between any of the foregoing and any provision of the Account Agreement or any Security Document, the former shall prevail. To ensure due compliance with the same, the Bank may from time to time impose additional requirements for compliance by the Client or perform such act on the Client's behalf without prior notice.
- 20.3 The Bank shall be entitled to rely on and act in accordance with all legislation and any guidelines, codes or other information applicable to it including, without limitation that published by the

Hong Kong Monetary Authority or the Hong Kong Securities and Futures Commission applicable to it, including SFC Code and the Banking Code of Conduct to the extent applicable to the Bank providing its services under the Account Terms and Conditions ("applicable guidelines") and to the maximum extent permissible under and not inconsistent with law applicable to the Bank and the obligations applicable to the Bank under the Banking Code of Conduct and the SFC Code in respect of the provision of Services, the Bank shall not incur any liability to the Client as a result of so relying or acting.

- 20.4 Subject to Clause 20.5 below, the Bank agrees that nothing in the Account Agreement shall exempt, limit or exclude the Bank from acting in compliance with any applicable guidelines in the carrying out of its obligations under the Account Agreement. To the extent that any provision of the Account Agreement is inconsistent with the requirements of any of the applicable guidelines, the requirements of the relevant applicable requirements shall prevail over the Account Agreement.
- 20.5 No reference to the requirements of the applicable guidelines shall require the Bank to observe any requirement or other provision of any of the applicable guidelines which is not in force or which may be excluded, amended or departed from nor shall any reference impose upon the Bank any fiduciary responsibility or liability which it would not otherwise have for not observing any such requirement or provision.
- 20.6 The Bank is a licensed bank under Part IV of the Hong Kong Banking Ordinance (Cap. 155) and is a registered institution under the Securities and Futures Ordinance (Cap. 571) (the "SFO") for the purposes of carrying on the regulated activities of dealing in securities (Type 1) and advising on securities (Type 4).

## 21. General

- 21.1 Any complaint that the Client may have relating to any Service provided by the Bank under the Account Agreement should be raised in the first instance with the client advisor. Should the client advisor be unable to provide a satisfactory response, the matter should be addressed to Private Banking Department of the Bank. This is without prejudice to the Client's right to complain to any relevant regulatory authority or other relevant body.
- 22.2 Unless expressly provided to the contrary in the Account Terms and Conditions, no person other than the Bank and the Client will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any of the provisions of the Account Terms and Conditions. Notwithstanding any provisions of the Account Terms and Conditions, the consent of any person who is not a party to the Account Terms and Conditions is not required to rescind or vary the Account Terms and Conditions at any time.

## Section 3. Product and Service Conditions

### A. BANKING SERVICES

#### 1. DEPOSIT SERVICES

##### 1.1 Checking Accounts

1.1.1 The following terms and conditions apply to all checking accounts and related services provided by the Bank to its Client.

1.1.2 Checks may only be drawn on check forms provided by the Bank in the currency in which the account is denominated. Upon closure of any checking account with the Bank, the Client must either return to the Bank or destroy all unused checks.

1.1.3 Upon receipt of an application for new check book(s), the Bank will deliver, at the cost of the Client, the required check book to the Client's address provided to the Bank in the manner instructed by the Client. The Bank assumes no responsibility for any delay or loss occasioned by such mode of delivery unless such delay or loss is directly caused by the negligence and wilful misconduct of the Bank.

1.1.4 Upon receipt of a check book, the Client should count the number of checks carefully and examine the account and serial numbers printed thereon. Any discrepancy should immediately be reported to the Bank. Check books must at all times be kept in a safe place to guard against loss or theft. When a signed check or a check book is lost or stolen, the Client must immediately report such loss by notice in writing to the Bank. The Bank will not be responsible for any Loss suffered by the Client if any payment has been made before such report is actually received by the Bank.

1.1.5 In drawing a check, the Client is advised that the amount both in words and figures should be written distinctly in non-erasable ink or ball-point pen and that to prevent fraud, the amount in both words and figures should begin as near to the left hand margin as possible, so that other words or figures cannot be inserted, a line should be drawn or the words "only" should be added after the amount expressed in words.

1.1.6 All alterations on checks must be confirmed by the full signature of the Client. The Bank will not be responsible for Losses arising from alterations which cannot be readily detected. If a mistake is made in the amount of the check, it is advisable to cancel the check and issue a new one.

1.1.7 The Client agrees to exercise care when drawing checks and that the Client will not draw checks by any means and/or in any manner which may enable a check to be altered or may facilitate fraud or forgery.

1.1.8 All checks sent by post or otherwise should be crossed with the words "OR BEARER" deleted so that they can then only be paid through banks. The checks should also be accompanied by a letter giving details of instructions to the Bank if they are sent for credit of an account.

1.1.9 Should a Client wish to stop payment on a check, complete instructions fully identifying the check must be given to the Bank together with any further documentation required by the Bank. Such instructions shall include:

- (a) the check number;
- (b) the date of issuance;
- (c) the payee's name; and
- (d) the amount.

Stop payment instructions received other than in writing will not be binding on the Bank. The Client acknowledges and agrees:

- (a) to indemnify the Bank against any Loss of reasonable amounts which may be reasonably incurred or sustained by the Bank as a result of payment or non-payment of the check;

(b) To the maximum extent permissible under and not inconsistent with law applicable to the Bank and the obligations applicable to the Bank under the Banking Code of Conduct and the SFC Code in respect of the provision of Services, that the Bank will not be liable for failing to carry out the Client's instructions unless the failure is caused by the negligence or wilful misconduct of any officer, employee or agent of the Bank;

(c) to notify the Bank promptly in writing if the check is recovered or destroyed or when the instructions are to be cancelled; and

(d) that the Bank will automatically cancel instructions six months after the date of the issuance of the check.

1.1.10 The Client acknowledges that the Bank shall not be liable for any Loss incurred by the Client arising out of its failure to comply with these terms and conditions and to exercise due care in the handling and use of checks and the conduct of the account generally.

1.1.11 The Bank is not obliged to honour any stale check (i.e. a check which has been issued for more than six months or such other period as is customary for this purpose), any post-dated check or any check which is defaced, incorrectly completed or altered without confirmation by the full signature of the Client. If it does so other than as a result of negligence or wilful misconduct of any officer, employer or agent of the Bank, the Bank shall incur no liability to the Client for having done so.

1.1.12 The Bank may levy a service charge at such rate as determined by the Bank for each check issued by the Client and dishonoured by the Bank on account of insufficient funds in the Client's account or any irregularities appearing on the check.

1.1.13 The Bank may impose a handling fee for all returned checks, if applicable to a particular checking account, calculated on such basis as from time to time determined by the Bank on the aggregate payments drawn on such checking account which exceeds the daily limit as imposed by any relevant authorities from time to time.

1.1.14 The Bank reserves the right at any time, in its sole discretion, to satisfy a withdrawal request from a checking account by:

- (a) telegraphic transfer;
- (b) payment in bank notes;
- (c) issuing a cashier's order or demand draft; or
- (d) in the case of a withdrawal from a foreign currency checking account, issuing a check drawn by the Bank on a bank in the country of that currency, payable in that currency, subject to the laws and regulations and to any government measures or restrictions of that country; or payment of an equivalent amount in Hong Kong dollars calculated at the Bank's buying rate prevailing at the time of payment.

Any withdrawal from a foreign currency checking account of banknotes in that currency is subject to the availability of banknotes in that foreign currency at the time of withdrawal.

1.1.15 Checks drawn by the Client which have been paid may, after having been recorded in electronic form, be retained by the collecting bank or Hong Kong Interbank Clearing Limited ("HKICL") for such period as is stated in the rules relating to the operation of the Clearing House and after this, they may be destroyed by the collecting bank or HKICL as the case may be; and the Bank is authorized to contract inter alia with collecting banks and HKICL in accordance with these terms.

1.1.16 The Bank may levy a service charge at such a rate as determined by the Bank for each request for a presentation of the original or copy of the paid check by the Client(s).



- 1.1.17 The Bank shall not become liable for any unavailability of the physical original or copy of the paid check, nor the Bank has any control over the retrieval time.

## 1.2 Savings and Time Deposit Accounts

The following terms and conditions apply to savings and time deposit accounts denominated in any currency and related services provided by the Bank to its Client.

### 1.2.1 Withdrawals and Payments

- (a) Withdrawals from any savings or time deposit account of the Client at the counter may be made at any branches of the Bank in Hong Kong upon completion of the appropriate withdrawal request provided by the Bank or by any other manner pre-arranged with the Bank.
- (b) The Bank reserves the right at any time, in its sole discretion to satisfy a withdrawal request by:
  - (i) telegraphic transfer;
  - (ii) payment in bank notes;
  - (iii) issuing a cashier's order or demand draft; or
  - (iv) in the case of a withdrawal from a foreign currency account, issuing a check drawn by the Bank on a bank in the country of that currency, payable in that currency, subject to the laws and regulations and to any government measures or restrictions of that country; or payment of an equivalent amount in Hong Kong dollars calculated at the Bank's buying rate prevailing at the time of payment.
- (c) Any withdrawal from a foreign currency account of banknotes in that currency is subject to the availability of banknotes in that foreign currency at the time of withdrawal.
- (d) Any payment made by the Bank to a person producing the passbook or withdrawal slip purporting to be signed, sealed or chopped as authorized by the Client shall have the same effect as if made to the Client personally and will absolve the Bank from all liabilities to the Client or to any other party.

- 1.2.2 Interest on a savings account will accrue on the daily credit balance of the account and at such rates as determined by the Bank from time to time. Accrued interest will be credited to the savings account on monthly basis. Interest on a time deposit is fixed for the entire deposit period and is payable to the Client on the maturity date (except under arrangement specifically agreed by the Bank).

- 1.2.3 The Bank may charge a commission on the face amount of foreign currency notes, checks, drafts, payment orders or other monetary instruments deposited into a foreign checking account.

- 1.2.4 The Client shall place an initial deposit with the Bank in an amount as from time to time specified by the Bank. For time deposits and other types of deposits as specified by the Bank, any further deposit, transfer or withdrawal shall be in a minimum amount as from time to time specified by the Bank.

## 1.3 Additional Terms and Conditions for Time Deposit Accounts

The following terms and conditions, as applicable, apply to time deposit accounts opened and/or maintained by the Client with the Bank.

- 1.3.1 Prior to or upon maturity of a time deposit, the Client may give maturity instructions to the Bank as to how to handle the principal plus interest of the matured deposit. The deposit and interest may be uplifted and transferred to any other account of the Client with the Bank, or drawn in favour of the Client or such other person at the request of the Client by means of cashier's order or in such other manner as may be agreed between the Bank and the Client, and the Bank may charge a prescribed sum for issuing the cashier's order or using other means of payment of such deposit and interest as agreed between the Bank and the

Client. In the absence of any maturity instruction, the principal and interest of such matured deposit will be placed in such account in the name of the Client with the Bank as the Bank thinks fit. Interest will be earned on such account at the prevailing rate applicable to the regular savings accounts as determined by the Bank from time to time.

- 1.3.2 If a deposit with renewal instruction and matures on a day which is not a Business Day or is a Saturday, the deposit shall be payable on the next Business Day (excluding Saturdays) and interest shall be paid to but excluding that day.

If a deposit with non-renewal instruction and matures on a day which is not a Business Day or is a Saturday, the deposit shall be payable on the maturity date.

- 1.3.3 A time deposit may not be withdrawn prior to maturity. Any withdrawal or partial withdrawal of a time deposit prior to maturity without sufficient prior notice shall only be permitted at the discretion of the Bank in which case the Bank may levy a charge and/or forfeit the interest accrued on the deposit in whole or in part.

## 2. FOREIGN CURRENCY ACCOUNTS

- 2.1 Without prejudice to any other provisions of these terms and conditions which are applicable to foreign currency accounts, all deposits into and withdrawals from any foreign currency accounts must be in currencies acceptable to the Bank and, where the conversion of currencies is required, such conversion shall not exceed the daily or transaction limits imposed by the Bank from time to time, if any, and is subject to the prevailing rate of exchange quoted by the Bank at the time of deposit or withdrawal.

- 2.2 The Bank shall not be responsible or become liable for any diminution in the amount or the value of any amount credited to a foreign currency account due to taxes, imposts or depreciation, nor for the unavailability of any currency due to restrictions on convertibility or remittance, requisitions, involuntary transfers, exercise of military or usurped powers, or other similar causes beyond the Bank's control.

## 3. REMITTANCE SERVICES

- 3.1 The Client agrees that, as a remitter in respect of each remittance transaction, the information in the remittance application form, such as the Client's name, address and whether a bank account exists with the Bank is required to be disclosed to the intermediary and receiving banks.

- 3.2 The Client is solely responsible for providing accurate information regarding the receiving party to the Bank for making out-going funds transfer. The Client acknowledges that the Bank is acting solely as the Client's agent when providing out-going funds transfer and has no control over the operations of and any service charge imposed at the receiving end. The time of availability of funds at the receiving end of an out-going funds transfer is subject to the location, local telecommunication system and the banking practices at the receiving party.

- 3.3 The Client accepts the risk for any loss, delay, error, omission or mutilation which may occur in the transmission of any out-going funds transfer. The Bank will, however, promptly notify the Client if an out-going funds transfer cannot be effected.

- 3.4 In making an out-going funds transfer, the Bank reserves the right to effect such transfer through any correspondent/ agent/ intermediary as it may from time to time determine in accordance with its operational requirements. Where conversion of currencies is required for making an out-going transfer, such conversion shall not exceed the daily or transaction limits imposed by the Bank, if any, and is subject to the then prevailing rate of exchange of the Bank. Unless otherwise agreed between the Bank and the Client, charges and expenses incurred by the Bank or the correspondents/agents/intermediaries of the Bank will be deducted from the funds remitted.

- 3.5 In case of cancellation of an out-going fund transfer by the Client, if the refund of the proceeds is to be made in a different currency, it will be made on the basis of the amount received by the Bank at the Bank's buying rate on the day of refund. Any charges and expenses incurred by such cancellation will be borne

by the Client and will be deducted from the proceeds of the refund. All cable or other charges and commission collected are not refundable.

- 3.6 Incoming remittances (denominated in any currency) in favour of the Client will not be credited into the Client's account on the day a payment advice is received by the Bank if that payment advice is received after the cut-off time specified by the Bank from time to time or the value date specified in that payment advice is later than the day that payment advice is received by the Bank. No interest will be payable on such incoming remittances until they are actually credited into an interest bearing account of the Client.
- 3.7 In relation to an incoming foreign currency remittance, if the foreign currency remittance is required to be converted into Hong Kong dollars, the Bank's then prevailing buying rate will apply.
- 3.8 An advice will be sent to the Client after each out-going funds transfer or incoming remittance is made or received by the Bank. The Client should promptly notify the Bank of any errors.

#### 4. RENMINBI BANKING SERVICES

- 4.1 The following terms and conditions apply to Renminbi Banking Services provided by the Bank to the Client.

##### 4.2 Definitions

**"Client"** means a Designated Business Customer ("DBC"), a Renminbi Trade Settlement Enterprise ("TSE"), RMB Bond Issuers or a RMB Bond Underwriters who requests for and approved by the Bank on providing any Renminbi Banking Service;

**"DBC"** means the Client who is engaged in a kind of business as designated from time to time by the People's Bank of China ("PBOC") or the clearing bank under the arrangements of Renminbi business in Hong Kong;

**"Mainland China"** means the territory of the People's Republic of China excluding Hong Kong, Macau Special Administrative Regions and Taiwan Province;

**"Renminbi"** means the lawful currency for the time being of Mainland China;

**"Renminbi Banking Service"** means any Renminbi-related banking services provided by the Bank to the Clients including Renminbi account opening, Renminbi deposit-taking, exchange service, and such other services that the Bank may from time to time offer to the Clients;

**"RMB Bonds"** means the RMB-denominated marketable bonds issued in Hong Kong in accordance with the relevant laws and having such tenor as allowed by the relevant laws and providing for payment of principal and interest as agreed;

**"RMB Bond Issuers"** means financial institutions that have been approved to issue bonds in Hong Kong pursuant to the "Provisional Administrative Measures for Bond Issuance in Hong Kong by Domestic Financial Institutions" and such other applicable laws and regulations in force from time to time in relation to the issuance of RMB Bonds;

**"RMB Bond Underwriters"** means underwriters who participate in the underwriting activities of the RMB Bonds; and

**"TSE"** means enterprises in Hong Kong and other regions outside Mainland China that use Renminbi as the settlement currency for trades with the Mainland China in accordance with the relevant rules and regulations from time to time prescribed.

##### 4.3 Scope of Service and Limits on Amounts

- (a) Renminbi Banking Service is subject to any laws, regulations, directions and/or guidelines which is/are applicable and binding on the Bank from time to time.
- (b) The scope and types of service made available by the Bank, the applicable transaction limits and the applicable spread and service fees in respect of the Renminbi

Banking Service will be determined by the Bank from time to time at its absolute discretion without notice to the Clients (other than in the case of change of service fees).

- (c) The Bank reserves the right not to offer Renminbi Banking Service for the Client without giving a reason and the Bank may at its discretion add to, restrict, suspend or terminate all or any of the Renminbi Banking Service at any time without notice to the Client.

#### 4.4 Account Opening

- (a) Save and except the Clients who are TSE, the Bank may at the request of the Client open not more than one Renminbi savings account in its name with the Bank to take Renminbi banknotes deposits, which account may either be statement savings or passbook savings account. The Bank may also take banknotes deposits denominated in Renminbi from the Client who has a Renminbi savings account with the Bank in the form of time deposits.
- (b) Any Renminbi account opened by the Client with the Bank and other matters relating thereto shall be governed by the relevant account opening form or mandate signed by the Client, this Clause 4 and the Account Terms and Condition (as amended and supplemented by the Bank from time to time) and the applicable laws and regulations of Hong Kong.

#### 4.5 Withdrawal and initial and further deposits

- (a) The Client shall place an initial deposit with the Bank in an amount as from time to time specified by the Bank.
- (b) Any deposit of Renminbi banknotes must be in such version and denomination that is acceptable to the Bank. The Bank shall have the absolute discretion to accept or reject any Renminbi banknote deposited by the Client.
- (c) Any further deposit or withdrawal shall be in the minimum amount as from time to time specified by the Bank.
- (d) The Client may make such deposit(s) into and/or withdrawal(s) from the Renminbi account for the purpose of subscription, acquisition, disposal and/or repayment of the principal and interest of the RMB Bonds, by way of deposit(s) or withdrawal(s) of Renminbi banknotes and/or interbank transfer of Renminbi.

#### 4.6 Renminbi Exchange Service

- (a) The Bank may, at the Client's request, provide Renminbi to Hong Kong dollars exchange service to the Client at the prevailing rate of exchange quoted by the Bank at the time of the exchange subject to the availability of the currency requested and to the daily or transaction limits imposed by the Bank from time to time. The Bank reserves the right at any time, at its sole discretion, to accept or reject any exchange request from the Client.
- (b) Any Renminbi banknote presented to the Bank for the purpose of exchange must be in such version and denomination that is acceptable to the Bank and the Bank reserves the right to reject any banknote presented by the Client.
- (c) The Bank shall not be responsible or become liable for any Loss or damage suffered by the Client arising out of the Bank's rejection of any exchange request.

#### 4.7 Special Provisions Relating to RMB Bond Issuers

If the Client is a RMB Bond Issuer, the Bank may offer the following additional services to the Client:-

- (a) accepting deposits from the Client which arise from capital activities in relation to RMB Bonds;

- (b) subject to the availability of the currency requested, providing Renminbi to Hong Kong dollars one-way exchange service for the payment of the issue expenses of the RMB Bonds;
- (c) remitting from Hong Kong to the Mainland China Renminbi funds collected from the issuance of the RMB Bonds provided that the remittance amount shall not exceed the amount raised from the issuance of the RMB Bonds; and
- (d) remitting Renminbi funds from the Mainland to Hong Kong to pay the principal and interest of the RMB Bonds provided that the remittance amount shall not exceed the principal and interest payable to the bond holders.

#### 4.8 Special Provisions relating to RMB Bond Underwriters

If the Client is a RMB Bond Underwriter, the Bank may offer, as an additional service to the Client, accepting deposits from the Client which arise from the underwriting activities of the RMB Bonds.

#### 4.9. Special Provisions relating to TSE

If the Client is a TSE and has opened a designated Renminbi account with the Bank, the Bank may offer the following additional services to the Client for the purpose of cross-border Renminbi trade settlement:

- (a) the Bank may make deposit(s) into and/or withdrawal(s) from the designated Renminbi account;
- (b) the Bank may provide services in connection with the above-mentioned designated Renminbi account in accordance with Clause 1.1 of Section 3;
- (c) the Bank may provide two-way exchange services to the Client between Renminbi and Hong Kong dollars or other freely convertible currencies;
- (d) the Bank may provide Renminbi remittance service to the Client;
- (e) the Bank may provide interbank transfer service to the Client; and
- (f) the Bank may provide trade finance service to the Client.

#### 4.10 Liability and Indemnification

- (a) The Bank shall not be liable for any Loss or damage suffered by the Client in connection with any Renminbi Banking Service (including but not limited to system failures, any delay and/or inability on part of the clearing bank to connect with the relevant funds transfer system in Mainland China) unless such Loss or damage is directly caused by the wilful misconduct or gross negligence on the part of the Bank.
- (b) Any Loss, damage, claim, cost and expense incurred by the Bank in connection with any Renminbi Banking Service provided to the Client shall be indemnified and reimbursed by the Client immediately and at the Bank's discretion, shall be debited from the Client's account after the transaction.

#### 4.11 Representations, Warranties and Undertakings

- (a) For DBC:
  - (i) You represent and warrant that you are engaged in a business designated by the PBOC or the clearing bank under the arrangements of Renminbi business in Hong Kong as DBC, and shall forthwith notify the Bank if you shall cease to be a DBC.
  - (ii) You further represent that all Renminbi funds deposited or exchanged are the normal receipts from defined business in Hong Kong and all inter-bank Renminbi fund transfer by means of cheque or other forms shall be related to subscription or purchase of RMB Bonds or any other transaction as from time to time permitted

by the PBOC, the clearing bank and any other authorities.

- (b) For RMB Bond Issuer:

You represent that all Renminbi funds deposited, exchanged or remitted shall be generated from proceeds of RMB Bonds or funds for bond issuance expenses, interest payment or principal repayment.

- (c) For RMB Bond Underwriter:

You represent that all Renminbi funds deposited shall be generated from funds relating to the underwriting activities of RMB Bonds.

- (d) For TSE:

(i) You represent that you are engaged in a business which involves lawful cross-border trades and you are not engaged in business in currency exchange, capital and financial transactions.

(ii) You represent that all inter-bank Renminbi fund transfer by means of cheque, remittance or other forms shall be related to Renminbi trade settlement or any other transaction as from time to time permitted by PBOC, the clearing bank and any other authorities.

(iii) You represent that all Renminbi funds deposited, exchanged or remitted shall be legitimate proceeds from Renminbi trade.

The Client hereby acknowledges that if, in the opinion of the Bank, the Renminbi Banking Service is not employed for the purposes and activities of the stated scope and normal course of the business of the Client, the Bank may refuse to provide to the Client Renminbi Banking Service or part of it or at any time by notice to the Client close the subject accounts.

## 5. ELECTRONIC BANKING SERVICES

### 5.1 Definitions

In this Clause 5, certain additional defined terms have the meanings as set out below:

“**Client ID**” means the login ID issued by the Bank to its Client for the purpose of any Electronic Banking Transaction;

“**Electronic Banking Instruction**” means an instruction given by the Client to the Bank through any Electronic Banking Service;

“**Electronic Banking Service**” means any banking service provided by the Bank which enables its Client to obtain information from the Bank, give instructions to the Bank and effect transactions by computer, telephone or any other device linked to the Bank's system by any means as the Bank may from time to time prescribe, including in particular and not limited to the Online Banking Services;

“**Electronic Banking Transaction**” means a transaction effected by the Bank on an Electronic Banking Instruction;

“**Online Banking Services**” means the services rendered by the Bank via the Bank's website which enable the Client to obtain information or data from the Bank and/or give instructions to the Bank including but not limited to effecting transactions through the Bank by the use of computer system;

“**Password**” means a personal identification code issued by the Bank to the Client or self-selected by the Client for the purpose of utilising any Electronic Banking Service;

“**Security Code**” means a one-time password that is automatically generated and displayed on the Security Token or sent to the designated mobile number at the relevant time to be used for the purpose of utilizing certain Electronic Banking Services specified by the Bank from time to time; and

“**Security Token**” means the digital device provided by the Bank to the Client at the Client's request for the purpose of generating and displaying a Security Code.

## 5.2 Electronic Banking Services

- 5.2.1 The Electronic Banking Services provide, subject to the Account Terms and Conditions, an additional means for the Client to operate its account and conduct transactions. All other terms and conditions governing the Client's accounts shall continue to apply but, where there is any discrepancy, these terms and conditions shall prevail insofar as the Electronic Banking Services are concerned. Without prejudice to the application of other provisions of these terms and conditions, different types of Electronic Banking Services are further subject to their respective terms and conditions (if any) as the Bank may from time to time prescribe. For instance, Online Banking Services are further subject to the "Terms and Conditions for Online Banking Services" posted from time to time by the Bank in its website. Where there is any discrepancy between these terms and conditions and the respective terms and conditions of a particular type of Electronic Banking Services, the latter shall prevail insofar as that particular type of Electronic Banking Services is concerned.
- 5.2.2 Electronic Banking Services are offered by the Bank to the Client only if the Client maintains at least one account with the Bank in Hong Kong. The scope and types of service made available by the Bank, the applicable transaction limits, the cut-off time and date applicable to a particular type of service and the applicable service fees in respect of the Electronic Banking Services will be determined by the Bank from time to time at its absolute discretion.
- 5.2.3 Unless otherwise specified by the Bank, any transaction effected after the daily cut-off time in Hong Kong or on a non-Business Day shall be treated for value on the next Business Day.
- 5.2.4 The Bank may at its discretion add to, restrict, suspend or terminate all or any of the Electronic Banking Services at any time without notice to the Client. In particular, the Bank may at any time, and without notice, require the Client to maintain a valid Security Token in order to use any Electronic Banking Service.
- 5.2.5 The Client understands and acknowledges that there are risks Client ID and/or the Password and/or the Security Code of the Client being abused by unauthorized persons or used for unauthorized purposes. The Client shall notify the Bank as soon as reasonably practicable upon notice or suspicion of the Client ID and/or the Password and/or the Security Code being disclosed to or obtained by any unauthorized person or any unauthorized instruction given or transaction effected with the Client ID and/or the Password and/or the Security Code. If the Client fails to report such incidents to the Bank as soon as reasonably practicable, or has otherwise acted fraudulently or with negligence, the Client may be held responsible for all such transactions involving the use of the Client ID and/or the Password and/or the Security Code and all direct Losses as a result.
- 5.2.6 All instructions given to the Bank by anyone using the Client ID and/or the Password and/or the Security Code of the Client prior to the Bank receiving notice as mentioned in paragraph 5.2.5 above and the Bank having a reasonable opportunity to take action in respect of such notice will be relied on or acted upon by the Bank and shall be irrevocable. The Bank shall have no duty to verify the identity or authority of the person giving an instruction to the Bank if the correct Client ID and/or Password and/or the Security Code of the Client are/is used.
- 5.2.7 Client ID, Password or Security Token shall remain effective until changed by the Client or cancelled by the Bank or any other issuing authority (provided that the Bank has received notice of the cancellation from the Client).
- 5.2.8 The Bank may suspend or terminate any Electronic Banking Service upon closure of the Client's accounts or otherwise. Suspension or termination by the Client of any Electronic Banking Service shall be effective only after notice of such suspension or termination has been given to the Bank and the Bank has a reasonable opportunity to act upon the notice. The Bank shall not be liable for any Loss or damage suffered by the Client as a result of or arising out of any voluntary or involuntary suspension or termination of any Electronic Banking Service for any reason whatsoever.
- 5.2.9 Any exchange rate, loan rate or interest rate quoted by the Bank in the course of providing any Electronic Banking Service is for reference only and is not binding on the Bank unless confirmed by the Bank. Such confirmed exchange rate, loan rate or interest rate, if accepted by the Client in an Electronic Banking Transaction, shall be binding on the Client notwithstanding that a different exchange rate, loan rate or interest rate might have been quoted by the Bank at the relevant time through other means of communication.
- 5.2.10 The Bank is authorized to record by any means all Electronic Banking Instructions between the Bank and the Client or any person acting on the Client's behalf, and to keep those recordings for as long as the Bank considers necessary.
- 5.2.11 (a) Any Electronic Banking Instruction must be given by the Client to the Bank by quoting the Password and other information required by the Bank to effect Electronic Banking Transactions.
- (b) The Bank will not send any separate advice to the Client with respect to Electronic Banking Transaction. A record of each Electronic Banking Transaction will be shown in the regular account statements provided by the Bank to the Client.
- (c) Any Electronic Banking Instruction confirmed by the Client by using an Electronic Banking Service may not be amended, revoked or withdrawn. If a dispute arises at any time in relation to the contents of any Electronic Banking Instruction, the Bank's relevant recordings shall be conclusive evidence of such contents.
- (d) The Bank will only act upon or carry out an Electronic Banking Instruction in so far as it is practicable or reasonable for it to do so and in accordance with its regular business practices and procedures. Unless otherwise specified by the Bank, any Electronic Banking Instruction received by the Bank outside the normal business hours of the Bank or on a non-Business Day will be considered to have been received by the Bank on the next Business Day.
- 5.2.12 (a) The Client undertakes to use the Electronic Banking Services in accordance with these terms and conditions and the operation policy and procedure relating to Electronic Banking Services provided by the Bank from time to time.
- (b) The Client undertakes not to tamper with, modify, decompile, reverse engineer or otherwise alter or gain unauthorized access to any part of the Electronic Banking Services or the Bank's website or any of the software comprised in them. The Bank is entitled to terminate the use of the Electronic Banking Services by the Client without notice and to take legal action against the Client for breach of this undertaking.
- (c) The Client shall notify the Bank as soon as the Client encounters any irregularity or difficulty in using any Electronic Banking Service.
- 5.2.13 The Bank will take reasonably practicable steps to ensure that its systems in connection with the Electronic Banking Services are installed with adequate security designs and to control and manage the risks in operating the systems, taking into account any law, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable to the Bank from time to time. Subject to Clause 5 of the Account Mandate and without prejudice to Clauses 5.2.5 – 5.2.8 of this Section 3, if there is no negligence, fraud or fault on the part of the Client, such as failing to properly safeguard its device(s) for using the Electronic Banking Services, the Client will not be liable for any direct Loss suffered by the Client as a result of any unauthorized Electronic Banking Transaction.
- 5.2.14 The Security Token is and shall at all times remain the property of the Bank and issued at the Bank's discretion and the Client shall return it to the Bank immediately upon the Bank's request. The Client will ensure that the Security Token is kept secure and under the personal control of the Client and will not permit any person other than the Client to use the Security Token.
- 5.2.15 In the event of loss or theft of the Security Token, the Client shall as soon as reasonably practicable notify such loss or theft to the Bank by telephone at such telephone number as the Bank may from time to time prescribe and confirm the same in writing if requested by the Bank. If the Client fails to report such incidents as soon as reasonably practicable to the Bank or has otherwise acted fraudulently or with negligence, the Client may

be responsible for all direct Losses as a result of all unauthorized transactions involving the use of, as the case may be, the lost Security Token by any person. If a replacement Security Token is issued, the Bank may charge a fee for it.

## 6. E-CHEQUES

### 6.1 Applicability

The provisions in this Clause 6 apply to the Bank's services relating to e-Cheques. This Clause 6 supplements and forms part of the Account Terms and Conditions from time to time issued by the Bank. The provisions of the Account Terms and Conditions which apply to paper checks or generally to the Bank's services continue to apply to e-Cheques and the e-Cheques Deposit Services to the extent that they are relevant and not inconsistent with the provisions in this Clause 6. The provisions of this Clause 6 prevail if there is any inconsistency between them and the provisions of the Account Terms and Conditions with respect to the e-Cheques Deposit Services.

### 6.2 Definitions

For the purpose of the e-Cheques Deposit Services, the following terms have the following meanings:

**"Bills of Exchange Ordinance"** means the Bills of Exchange Ordinance (Cap. 19, Laws of Hong Kong), as may be amended from time to time;

**"Clearing House"** means Hong Kong Interbank Clearing Limited and its successors and assigns;

**"Deposit Channel"** means any channel offered by the Bank from time to time for presentment of e-Cheques for deposit;

**"e-Cheque"** means a check (including a cashier's order) issued in the form of an electronic record (as such term is defined in the Electronic Transactions Ordinance (Cap. 553, Laws of Hong Kong)) with an image of the front and back of the e-Cheque or e-cashier's order (as the case may be). e-Cheques may be issued in Hong Kong dollars, US dollars and Renminbi;

**"e-Cheques Deposit Services"** mean the services offered by the Bank to Clients from time to time for depositing e-Cheques;

**"e-Cheque Drop Box"** or **"e-Cheque Drop Box Service"** means an electronic drop box provided by the Clearing House that accepts presentment of e-Cheques in respect of which an e-Cheque Drop Box user must register an e-Cheque Drop Box Account with the Clearing House before presenting e-Cheques to a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms;

**"e-Cheque Drop Box Account"** means a user account for the e-Cheque Drop Box Service, and for which each user must register with the Clearing House before using the e-Cheque Drop Box for presenting e-Cheques for deposit into a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms;

**"e-Cheque Drop Box Terms"** means all the terms and conditions prescribed by the Clearing House from time to time for governing the e-Cheque Drop Box Service provided by the Clearing House and the use of the e-Cheque Drop Box Service;

**"Industry Rules and Procedures"** means the rules and operating procedures governing the handling of e-Cheques developed or adopted by the Clearing House and the banking industry from time to time;

**"Payee Bank"** means the bank at which a Payee Bank Account is held;

**"Payee Bank Account"** means, in respect of each e-Cheque presented for deposit using the e-Cheques Deposit Services, the bank account of the payee of the e-Cheque maintained with the Bank into which the e-Cheque is to be deposited which may be a sole name or a joint name account of the payee;

**"Payer Bank"** means the bank which digitally signed an e-Cheque created by its client.

## 6.3 Nature and scope of e-Cheques Deposit Services

6.3.1 The Bank may provide e-Cheques Deposit Services at its discretion. If the Bank provides e-Cheques Deposit Services to the Client, the Client may deposit e-Cheques. In order to use the e-Cheques Deposit Services, the Client has to provide such information and documents and accept such terms and conditions which may be required or prescribed by the Bank and the Clearing House respectively from time to time. The Client may also be required to sign forms and documents prescribed by the Bank from time to time.

6.3.2 e-Cheques Deposit Services allow the Client and other persons to present e-Cheques (whether payable to the Client and/or any other holder of the Payee Bank Account) for deposit with the Bank (as Payee Bank), using the e-Cheque Drop Box Service offered by the Clearing House or using the Deposit Channels, in accordance with Clause 6.4 of this Section 3A below.

6.3.3 The Bank may provide e-Cheques Deposit Services relating to e-Cheques that are issued in any currency specified by the Bank from time to time, including Hong Kong dollars, US dollars or Renminbi.

6.3.4 The Bank has the right to set or vary from time to time the conditions for using the e-Cheques Deposit Services. These conditions may include the following (or any of them):

- (a) the service hours of the e-Cheques Deposit Services (including cut-off times for presenting e-Cheques); and
- (b) any fees and charges payable by the Client for the e-Cheques Deposit Services.

## 6.4 e-Cheques Deposit Services

6.4.1 The e-Cheques Deposit Services may allow presentment of e-Cheques for deposit with the Bank (as Payee Bank) using the e-Cheque Drop Box Service provided by the Clearing House or using the Deposit Channels.

### 6.4.2 e-Cheque Drop Box Service

- (a) The e-Cheque Drop Box Service is provided by the Clearing House. The Client is bound by the e-Cheque Drop Box Terms in relation to the use of the e-Cheque Drop Box Service by the Client. The Client is solely responsible for performing the Client's obligations under the e-Cheque Drop Box Terms.
- (b) In order to use the e-Cheque Drop Box Service, the Client is required by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with one or more Payee Bank Account for presenting e-Cheques. The Client is allowed by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with a Payee Bank Account that is the Client's same-name account or an account other than the Client's same-name account. The Client is responsible for the presentment of all e-Cheques by the Client or any other person using the Client's e-Cheque Drop Box Account (including presentment of any e-Cheques to a Payee Bank Account other than the Client's same-name account).
- (c) Any issue relating to the use of the e-Cheque Drop Box Service should be handled in accordance with the e-Cheque Drop Box Terms. The Bank may (but have no obligation to) provide reasonable assistance to the Client. In particular, the Bank does not have the electronic record or image of any e-Cheque deposited using the e-Cheque Drop Box Service. On the Client's request, the Bank may (but have no obligation to) provide the date, e-Cheque amount, e-Cheque number, payee name and any other information agreed by the Bank relating to an e-Cheque deposited using the Client's e-Cheque Drop Box Account.
- (d) The Bank gives no representation or guarantee, whether express or implied, relating to the availability, quality, timeliness or any other aspect of the e-Cheque Drop Box Service provided by the Clearing House. Unless otherwise stated in the e-Cheque Drop Box Terms, the

Client bears the responsibilities and risks relating to the use of the e-Cheque Drop Box Service. The Bank is not liable for loss, damage or expense of any kind which the Client or any other person may incur or suffer arising from or in connection with the use of the e-Cheque Drop Box Service.

#### 6.4.3 Deposit Channels

The Bank may specify or vary from time to time (i) the available Deposit Channels without notice; and (ii) the terms governing the use of any Deposit Channel.

### 6.5 Handling of e-Cheques, associated risks and the Bank's liabilities

#### 6.5.1 Handling of e-Cheques

The Client understands that the Bank and other banks have to follow the Industry Rules and Procedures in the handling, processing, presentment, payment, collection, clearance and settlement of e-Cheques payable to the Client. Accordingly, the Bank is entitled to collect any e-Cheque payable to the Client by presenting that e-Cheque to the Payer Bank in accordance with the Industry Rules and Procedures even if the Bills of Exchange Ordinance may not expressly provide for presentment of e-Cheques or may specify other manner for presentment of checks.

#### 6.5.2 Restriction of the Bank's liability

Without reducing the effect of the provisions of the Account Terms and Conditions:

- (a) the Bank is not liable for loss, damage or expense of any kind which the Client or any other person may incur or suffer arising from or in connection with the use of the e-Cheques Deposit Services or the handling, processing, presentment, payment, collection, clearance or settlement of e-Cheques presented by the Client or any other person using the Deposit Channels provided by the Bank to the Client, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from negligence or wilful default of the Bank or that of the Bank's officers, employees or agents;
- (b) in particular and for clarity, the Bank is not liable for loss, damage or expense of any kind which the Client or any other person may incur or suffer arising from or in connection with the following (or any of them):
  - (i) use of the e-Cheque Drop Box Service by the Client or any other person, or the e-Cheque Drop Box Terms;

- (ii) the Client's failure to comply with the Client's obligations relating to the e-Cheques Deposit Services;

- (iii) presentment of any e-Cheque payable to the Client in accordance with the Industry Rules and Procedures despite the provisions of the Bills of Exchange Ordinance; and

- (iii) any failure or delay in providing the e-Cheques Deposit Services, or any error or disruption relating to the e-Cheques Deposit Services, caused by or attributed to any circumstance beyond the Bank's reasonable control; and

- (c) in no event will the Bank be liable to the Client or any other person for any loss of profit or any special, indirect, consequential or punitive loss or damages.

#### 6.5.3 Client's confirmation and indemnity

- (a) The Client accepts the restriction of liabilities and disclaimers imposed by the Bank and the Clearing House in relation to the e-Cheques Deposit Services and the services provided by the Clearing House respectively. The Client accepts and agrees to bear the risks and the liabilities for depositing e-Cheques.
- (b) Without reducing the effect of any indemnity given by the Client under the Account Terms and Conditions, any other document forming banking agreement between the Bank and the Client, or any other rights or remedies that the Bank may have, the Client will indemnify the Bank and the Bank's officers, employees and agents and hold each of them harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by the Bank or any of them and all actions or proceedings which may be brought by or against the Bank or any of them as a result of or in connection with the Bank's provision of the e-Cheques Deposit Services or the Client's use of the e-Cheques Deposit Services.
- (c) The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from negligence or wilful default of the Bank or that of the Bank's officers, employees or agents.
- (d) The above indemnity shall continue to have effect after the termination of the e-Cheques Deposit Services.

## **B. INVESTMENT SERVICES**

### **1. Foreign Exchange Trading**

The terms and conditions for foreign exchange trading (including the trading of foreign exchange options, foreign exchange margin products, foreign exchange margin options and foreign currency non-deliverable forwards) are set out in the Foreign Exchange Trading Master Agreement (the “Foreign Exchange Agreement”). In the event of any inconsistency between these Account Terms and Conditions and the Foreign Exchange Agreement, the Foreign Exchange Agreement will prevail.

The Foreign Exchange Agreement will apply to the Client to the extent that the Client utilizes the Services set out therein.

### **2. Securities Dealing, Margin Trading and Trading in Funds**

The terms and conditions for securities trading, margin trading and/or trading in funds (including bonds, equity-linked investments and equity options) are set out in the General Terms and Conditions for Securities Trading, Margin Trading and Trading in Funds (the “Securities Trading Terms”). In the event of any inconsistency between these Account Terms and Conditions and the Securities Trading Terms, the Securities Trading Terms will prevail.

These Securities Trading Terms will apply to the Client to the extent that the Client utilizes the Services set out therein.

### **3. Structured Deposits**

The terms and conditions for structured deposits are set out in the Master Structured Deposit Agreement. In the event of any inconsistency between these Account Terms and Conditions and the Master Structured Deposit Agreement, the Master Structured Deposit Agreement will prevail.

The Master Structured Deposit Agreement will apply to the Client to the extent that the Client utilizes the Services set out therein.

### **4. Gold Trading**

The terms and conditions for trading gold are set out in the Terms and Conditions for Gold Trading (“Gold Trading Terms”). In the event of any inconsistency between these Account Terms and Conditions and the Gold Trading Terms, the Gold Trading Terms will prevail.

The Gold Trading Terms will apply to the Client to the extent that the Client utilizes the Services set out therein.

### **5. OTC Derivatives**

The terms and conditions for trading OTC derivatives are set out in a separate schedule, which is available from the Bank on request.

中文文本  
只供參考

私人銀行服務  
條款及條件  
(公司、法團、獨資經營、合夥、  
會社、社團或聯會適用)

倘賬戶協議的中英文本出現歧義，則以英文本為準。



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## 第1節. 賬戶授權書

致： 中國建設銀行（亞洲）股份有限公司（「本行」）

除文義另有所指外，本文所用詞彙與開戶表格及賬戶條款及條件第2及3節所界定者具有相同涵義。

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| <p><b>1. 指示</b></p> <p>1.1 本行獲授權根據客戶或授權代表發出的指示行事。客戶同意追認及確認授權代表在行使或有意行使授權代表的權力、判斷及授權時作出的所有行動及契據。本行將有權按照有關授權代表的指示行事，直至本行接獲客戶撤回委任任何授權代表（無論由客戶撤回或由於授權代表出現破產、清盤、精神不健全或其他法定傷殘或任何其他原因所致）的書面通知為止。倘客戶交付予本行的任何文件未註明日期，則本行接獲該文件時所打印的時間及日期將為有關文件時間及日期的決定性證明。</p> <p>1.2 所有指示須遵照賬戶授權書中的授權及條款並須載有與本行所獲提供的客戶及／或授權代表的簽名式樣或經授權的公司印鑒壓印相吻合（由本行全權決定）的簽名及（如適用）公司印鑒。客戶對按有關方式處理賬戶承擔全部責任。</p> <p>1.3 本行概無任何責任調查任何指示的真實性或發出或有意發出任何指示的人士的身分、授權或是否真誠行事。</p> <p>1.4 倘客戶及／或授權代表由一名以上人士組成，任何一名有關人士的口頭或電話指示及透過傳真或電子郵件作出的指示（由客戶明確書面授權並經本行同意）均可被本行接納及據此行事。</p> <p>1.5 本行可將所有發出的指示視為經悉數授權並對客戶具有約束力，不論發出指示時的情況或交易的性質或金額如何，亦不論有關指示是否出現任何錯誤、誤導、不清晰、轉移錯誤、欺詐、假冒或欠缺授權，惟本行根據有關指示行事時出現嚴重疏忽、故意不當行為或欺詐行為則除外。客戶同意，客戶須向本行承擔明確責任，以防止發出任何具欺詐性、假冒的或未經授權的指示。本行將不會就(a)超出其合理控制能力的情況所導致執行指示的任何失敗或延遲，包括閱讀指示的延遲或失敗；或(b)並無通過電話確認或立即確認傳真或電子郵件指示；或(c)任何因此產生的損失或損害、利潤損失或其他相應的直接或間接損失（惟由於本行的嚴重疏忽、故意不當行為或欺詐行為而導致的損失或損害則除外）承擔任何責任。</p> <p>1.6 本行可要求指示通過加密處理及／或包含其可能不時規定的有關識別編碼、測試或數碼簽名，而客戶須對有關測試、編碼或數碼簽名的不當使用或濫用或未能加密處理負責。</p> <p>1.7 本行可通過書面方式及／或錄音方式及／或任何其他方式酌情記錄電話指示，而本行可將有關指示的記錄視作在可能出現的任何爭議的決定性及具有約束力的證據。客戶同意有關記錄。</p> <p>1.8 倘本行認為適當，本行可在不闡明理由及不承擔任何責任的情況下全權決定拒絕根據任何指示或其任何部分行事。在不損害上述整體的情況下，倘任何指示不清楚或倘本行接獲有抵觸的指示或倘本行根據誠信原則認為指示乃具有欺詐性、假冒或未經授權或根據任何指示行事可能違反任何法律或法規或適用於客戶、授權代表及／或本行的指令，則本行可拒絕依此行事。除非獲得本行同意，否則各項指示須於營業日及本行營業時間內送達本行，但須早於本行全權就此類指示所設定的截止時間。任何於有關截止時間後接獲的指示將被視為於下一個營業日接獲。</p> | <p><b>2. 賬戶結單及交易確認單</b></p> <p>2.1 本行將定期向客戶寄發羅列賬戶交易及餘額的結單及證明客戶及／或授權代表進行的各項交易的確認單（「確認單」），但有關交易的條款將在本行及客戶（無論以口頭或其他方式）同意時起具有法律約束力。客戶承諾仔細核對、檢查及核實各份有關確認單及各份有關賬戶結單的正確性。倘並無賬戶活動，則本行保留權利不寄發賬戶結單。客戶同意僅以原有確認單及／或結單為準。客戶進一步承諾，立即及在任何情況下於有關確認單日期起十(10)日內及有關結單日期起九十(90)日內（如適用）向本行告知賬戶或各份確認單或結單的內容或任何指令的執行或不予執行出現任何差異、遺漏、作出錯誤的貸記或借記或其中記項不準確或不正確；倘未能及時告知，在十(10)日到期時，本行可能視客戶為已批准本行寄發予客戶的原有確認單，及在九十(90)日到期時，本行可能視客戶為已批准本行寄發予客戶的原有結單。在此情況下，有關確認單及結單將具有決定性並已獲客戶接納，而無須進一步證明賬戶（及其中所有記項及所有交易的執行）正確，而本行將不受理有關賬戶及所有有關交易的索償，惟由於本行或其任何僱員的假冒、欺詐或疏忽所產生未經授權的交易則除外。</p> <p>2.2 倘客戶未能在結單有關期間結束後十(10)個營業日內接獲賬戶結單，則客戶應立即通知本行並索取結單副本。</p> <p>2.3 在不損害以上所述的情況下，本行可在並無事先通知客戶的情況下全權決定保留交回本行的文件有關的未付款金額或因本行或其他方面操作失誤產生的金額並可能更正確認單及結單中出現的錯誤。</p> <p><b>3. 保留郵件</b></p> <p>3.1 倘客戶以書面或口頭方式作出要求，而本行全權酌情決定認為合適，將不會以郵件或其他方式向客戶寄發有關賬戶、任何服務及／或客戶及／或授權代表進行的任何交易的任何訊息、通知、確認單、結單或任何其他形式的信件（統稱「信件」），取而代之，將上述信件放置於本行一個以客戶姓名命名的文件夾（「保留郵件文件夾」）作安全存放（有關安全存放的服務為「保留郵件服務」）。無論任何信件的性質如何，本行將無須向客戶發出信件通知或就信件採取任何其他行動。儘管存在以上所述，本行在認為必要及適當情況下，將有權全權決定（但無任何義務）向客戶轉發有關通知或信件。此外，本行可隨時全權決定通過向客戶可能已提供予本行的任何一個地址或傳真號碼發出四十八(48)小時通知方式終止保留郵件服務。除非本行於上述通知期內接獲其他文件，保留郵件文件夾中的所有信件在上述通知期到期時可由本行寄發予客戶知會本行的任何一個地址。客戶可隨時通過向本行發出四十八(48)小時通知終止保留郵件服務連同有關信件的處理指示。</p> <p>3.2 客戶承認及授權本行將放置於保留郵件文件夾的信件視為已正式交付予客戶並由客戶收取。有關信件的日期將被視為客戶收取信件的日期。</p> <p>3.2 客戶須最少每三(3)個月期間一次親自收取或發出指示收取或處理保留郵件文件夾中保留的所有信件。倘賬戶由超過一名人士聯合開設，則本行可能將保留郵件文件夾中的信件交付予：</p> |
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- (a) 有關賬戶的任何一名人士；或
- (b) 本行接獲書面指示交付信件的任何其他人士。

本行有權自行決定將保留郵件文件夾中至少兩(2)年以上未收取的所有信件銷毀或寄發予客戶的任何一個地址。

- 3.4 儘管存在上文第 3.1 條所述本行保留的選擇權，客戶解除本行就有關信件的全部責任並豁免由保留郵件服務所產生的任何損失、損害或後果引發的任何索償。此外，客戶承認已知悉參與保留郵件服務的風險（於風險披露聲明中進一步詳述）。

- 3.5 客戶將向本行支付本行不時就保留郵件服務的規定所指定的有關費用。

- 3.6 保留郵件服務一旦獲提供，將持續生效直至本行另行通過向客戶的任何一個地址寄發函件或電子郵件方式告知客戶為止。

#### 4. 保密性

- 4.1 在本第 4 條及／或賬戶協議中的任何其他規定（客戶同意據此披露）的規限下，本行將就有關賬戶及服務的所有資料保密。

- 4.2 客戶明確授權本行將有關客戶或（倘客戶由超過一名人士組成）彼等當中任何人士、授權代表、賬戶的實益擁有人、賬戶、發出指示的任何人士、客戶代為領取付款或與客戶有關聯的任何人士、客戶可獲得的服務及／或客戶所要求的服務的任何及所有資料（「資料」）披露予：

- (a) 本行位於各地的附屬公司，作內部使用、報告、風險管理、關係管理、使其他成員公司得以遵守有關法律（包括外國法規定），或市場推廣用途或令指示生效；
- (b) 任何代理人及服務或產品供應商（彼等各自均由本行委任，代表客戶進行交易或發出指示）或任何結算所或結算系統、執行有關賬戶或服務供應及維護的指示的有關人士；
- (c) 位於各地的任何代理人、承包商或第三方服務供應商，彼等向本行提供與本行業務營運有關的行政管理、電訊、電腦、付款或其他服務，包括本行可能外包或遷往海外進行的若干職能及活動；
- (d) 本行的任何核數師及法律及其他專業顧問或對本行有受信責任的任何其他人士；
- (e) 向出票人提供已付支票副本（可能包含有關收款人的資料）的受票銀行；
- (f) 客戶於有關證券擁有權益的股票交易所或任何上市公司（或其代理人或代名人），該等證券由本行作為代名人為客戶持有，而本行作為記錄上股東有責任根據法律披露資料；
- (g) 向本行提供抵押品的任何人士，包括向客戶提供任何信貸融資函件的副本、客戶最新的賬戶結單（倘有關人士作出如此要求）及逾期付款的正式要求（如有）。

為免生疑慮，客戶的同意並不影響本行因法律事宜或其他原因而享有的任何其他權利或補救。

- 4.3 客戶認可，本行將向本行根據適用法律，包括外國法規定、規定或指引的規定而負有披露資料責任的任何法院或審裁署、政府、類似政府、監管、財政或貨幣機關及機構（包括政府機關）、實體或個人（均為本條第 4 條的「當局」）披露資料。

- 4.4 客戶承諾向本行提供本行合理所需的該等資料、文件及證書，以履行其在任何外國法規定項下的責任。客戶認可及同意，該等資料可包括有關客戶（或如客戶多於一名人士，則為任何該等人士）、被授權人、賬戶的實益擁有人、賬戶、發出指示的任何人士、客戶代為領取付款或與客戶有關聯的任何人士的資料、文件或證書。

- 4.5 客戶明白及同意，以上披露或數據轉移可能需要跨境數據交流。客戶根據本第 4 條的授權及責任將在賬戶或任何其他服務終止後繼續存在。

- 4.6 客戶提供予本行的任何個人資料（定義見香港法例第 486 章個人資料（私隱）條例），將依照本行不時給予客戶的「個人資料（私隱）條例通知」處理，並明確納入此賬戶條款及條件。

客戶務請注意，有關本行保密及資料保護的法律並無額外的區域效果，因此，所有轉移國外的資料則不再享有賬戶記賬所在國家任何法律的保護。

客戶謹此豁免任何銀行保密或其他類似規定。客戶知悉通過任何人士均可登入開放系統進行互聯網交易可能產生的風險，並承認儘管數據已加密，但客戶的個人電腦通過互聯網與本行的連接可能受到觀察。

本行亦可能使用位於世界任何司法權區的伺服器及其他電腦硬件提供任何電子理財服務。

#### 5. 本行的責任及彌償

- 5.1 本行就賬戶、服務或任何指示可能採取或遺漏採取的任何行動將僅與客戶的賬戶及風險有關。受第 8.2 條之規限下並在適用於本行之法律及《證券及期貨事務監察委員會持牌人或註冊人操守準則》（「《證監會操守準則》」）和《銀行營運守則》（「《銀行守則》」）下與提供服務有關之本行義務允許並與之相符的最大範圍內，本行或本行的附屬公司、聯屬公司、聯營公司及代理人或上述實體的任何董事、人員、僱員或代理人概不就任何損失、損害、成本、開支、費用、收費、訴訟、法律程序、訴訟、索償或要求或賬戶或服務的任何價值減少或賬戶或服務所持任何資產的損失或損害或賬戶或服務可據以增加價值或與此相關的價值的任何機會的失去或本行按誠信原則所委任的任何代理人或令指示生效的任何其他人士作出的行動而負責，惟因本行的嚴重疏忽、故意不當行為或欺詐而直接產生者除外。受第 8.2 條之規限下並在適用於本行之法律及《證監會操守準則》和《銀行守則》下與提供服務有關之本行義務允許並與之相符的最大範圍內，對因下列情況所可能引起、或使客戶蒙受、或客戶被提出的任何司法程序或起訴，本行均不須為此負上任何債務、索償、損失或損害賠償、訴求、稅務、成本、收費或支出的責任：

- (a) 客戶未能遵循此等賬戶條款及條件及未能在與本行進行交易時盡謹慎責任；
- (b) 本行按誠信原則行事的情況下，誤會或誤解任何由電話、電子媒介或其他方式發出之任何指示；
- (c) 客戶不能連接上或使用本行提供的任何電子理財服務；或
- (d) 本行直接或間接因任何不受其合理控制之情況或事件影響（包括設備或電腦故障、電源、網絡或電訊停止或不足、電匯或轉賬設施出現干擾、阻斷、錯誤、延誤或損壞或第三方的行動或遺漏）而未能履行任何責任或服務或採取任何行動，

除非該等損失或損害是合理的、可預見的及直接由於(1)由任何第三方（包括任何客戶的僱員、代理人或員工）假冒或欺詐所提出的未經授權交易，而本行未能就此交易使用合理的管理及技能；(2)由任何本行的僱

- 員、代理人或員工假冒或欺詐導致的未經授權交易；或(3)由本行或其任何僱員、代理人或員工的故意不當行為或疏忽所造成的其他未經授權交易。
- 5.2 本行、其附屬公司、聯屬公司、聯營公司及代理人以及上述任何實體的各名董事、人員、僱員或代理人將有權享有本行根據適用法律可享有的責任、各項辯護及各項彌償的豁免權，就此而言，本行被及應被視為代理人代表有關實體及人士並以其為受益人行事。
- 5.3 在適用於本行之法律及《證監會操守準則》和《銀行守則》下與提供服務有關之本行義務允許並與之相符的最大範圍內，客戶須悉數彌償及保持向本行（於其總辦事處及本行的任何及所有分行）、其附屬公司、聯屬公司、聯營公司及代理人及上述任何實體的各董事、人員、僱員或代理人彌償任何及所有就賬戶、服務或任何指示（而本行依賴該等指示），包括因為客戶未能遵守此等賬戶條款和條件、客戶或授權代表或客戶的其他代理人就其自身或任何其他人士或與此等賬戶條款和條件有關的事宜提供誤導或錯誤資料而遭受或引致的損失、損害賠償、成本、開支、費用、收費、訴求、法律程序、訴訟、索償或要求，惟本行的嚴重疏忽、故意不當行為或欺詐直接造成者除外。
- 5.4 在適用於本行之法律及《證監會操守準則》和《銀行守則》下與提供服務有關之本行義務允許並與之相符的最大範圍內，如發現本行對其任何行為或遺漏、疏忽或過失需要負責，其責任只限於直接損失或實際損害的數額及有關交易數額兩者之較少者。在適用於本行之法律及《證監會操守準則》和《銀行守則》下與提供服務有關之本行義務允許並與之相符的最大範圍內，本行毋須對於該等行為、遺漏、疏忽或過失引致的任何利潤損失或任何特殊、相應或間接的損失或損害負責。
- 5.5 不論賬戶條款及條件中有何其他規定，本行提供賬戶條款及條件下的服務應遵守適用法律。為免生疑問，針對《證券及期貨條例》、其附屬法例、《銀行守則》及《證監會操守準則》下因本行向客戶提供服務而適用於本行的任何義務或責任，若前述法規禁止本行消除、排除或限制該等義務或責任，則賬戶條款及條件的任何規定均不消除、排除或限制該等義務或責任。
- 6. 客戶的責任**
- 6.1 客戶須始終審慎行事，防止付款或其他指令或文據、指示、電子輔助設備、密碼、測試、編碼或數碼簽名落入未經授權人士之手，並防止可能有利發生欺詐或假冒的方式作出改動。倘發現任何有關物品遭盜竊、遺失、挪用或錯放，客戶須立即知會本行，但有關通知並不解除客戶承擔及負上相應後果的責任。客戶須確保指示清楚、正確及易懂，以及該等指示已由本行指定處理賬戶的人員接獲及／或閱讀（如適用）。
- 6.2 倘客戶就與本行訂立或擬訂立的任何交易認為必要時，諮詢客戶本人的獨立法律、監管、稅務、財政及會計顧問。
- 6.3 客戶應對根據與本行或透過本行進行的交易產生的任何形式的所有稅項、稅費及收費（包括但不限於稅項申報及預扣稅責任）負責。
- 7. 風險披露**
- 7.1 客戶接納所有開設及維持賬戶及接受本行提供的任何服務所產生的全部風險，包括但不限於因訂立任何投資、買賣或其他交易而蒙受的任何損失。客戶務請注意本條款及風險披露聲明，且客戶須於接受有關服務前已閱讀及完全了解有關的風險披露聲明。客戶在接受本行提供的服務（除全權委託投資或管理服務外）時，客戶承認其已作出本身的評估並依賴其本身的判斷。客戶將在考慮其投資經驗、

投資知識、投資目標、財政狀況及其他個人情況以及交易的性質、特性和風險（考慮到其所知悉的所有資料和文件）之後作出其自身的評估並依賴其自身的判斷。為免生疑問，本條無意損害本行在第 8.2 條下的義務。

- 7.2 客戶接納本行獲授權，按口頭、電話、傳真或電子郵件（經本行同意）接納指示及按其行事的一切固有風險，惟受上文第 1.6 條的條款所規限。
- 7.3 本行承諾將根據客戶的書面請求提供有關衍生產品（包括期貨合約及期權）的產品說明及有關提供予客戶的該等產品的任何章程或其他發售文件。
- 8. 本行並非投資顧問**
- 8.1 本行可不時向客戶提供推薦意見，並與客戶討論投資政策或機會，而客戶應對所有交易作出自己的決定，並將考慮其自身的財政狀況、投資經驗及目標以評估每一項交易是否適合客戶。受第 8.2 條之規限下並在適用於本行之法律及《證監會操守準則》和《銀行守則》下與提供服務有關之本行義務允許並與之相符的最大範圍內，本行對任何有關資料的準確性及完整性，以及客戶在獲取有關資料後所作任何投資的表現或結果，概不承擔任何責任或義務，不論有關資料是否按客戶要求而提供。由本行提供的某些資料和文件會普遍分發予本行所有客戶，而非意在專門針對本條款及條件客戶，並且，除非另有明確說明，該等資料和文件的編制並未考慮客戶的個人情況，且不得認為該等資料和文件的編制已做此等考慮而對其予以信賴。
- 8.2 假如本行向客戶招攬銷售或建議任何金融產品，該金融產品必須是本行經考慮客戶的財政狀況、投資經驗及投資目標後而認為合理地適合客戶的。本條款及條件的其他條文或任何其他本行可能要求客戶簽署的文件及本行可能要求客戶作出的聲明概不會減損本第 8.2 條的效力。為本第 8.2 條之目的，「金融產品」指《證券及期貨條例》所界定的任何證券、期貨合約或槓桿式外匯交易合約，而就「槓桿式外匯交易合約」而言，其只適用於由獲得發牌經營第 3 類受規管活動的人所買賣的該等槓桿式外匯交易合約。當本行為客戶而對任何金融產品進行任何合適性評估時，對客戶的該等評估應僅基於客戶向本行提供的資料。本行沒有義務對本行並不實際知曉的與客戶有關的任何資料加以考慮。本行亦不對因客戶提供的任何不準確、具有誤導性、不正確、不完整、過時或虛假的資料或客戶的失實陳述而引起的任何損失承擔責任。
- 8.3 就客戶與本行間進行的任何投資交易或本行代表客戶進行的任何投資交易而言，本行並非作為客戶之投資或財務顧問行事，亦不作為客戶之受信人行事。客戶應於客戶視為合適時自行尋求專業意見。本行無義務持續監督客戶於本行所持投資之表現，亦無義務持續向客戶提供任何投資建議。

## 9. 香港存款保障計劃（「計劃」）

存放於本行的以下類型存款是符合香港的存款保障計劃保障資格的存款：

- (i) 儲蓄賬戶存款；
- (ii) 往來賬戶存款；及
- (iii) 年期不多於 5 年的定期存款。

## 10. 其他

- 10.1 賬戶協議及抵押文件（如適用）所載的規定將取代先前由客戶或代表客戶簽署予本行的賬戶授權書的所有規定以及本行向客戶發出規管銀行業、投資或本行與客戶之間買賣關係的所有先前一般條款及條件以及本行可能指明的本行與客戶訂立的有關其他協議。倘賬戶協議的中英文本出現歧義（如有中文文本），則以英文本為準。

- 10.2 客戶聲明及保證，向本行提供有關賬戶、服務及任何指示的資料及文件均屬真實、正確及可靠。通過簽署開戶表格，客戶同意受賬戶協議所約束，並承認已獲取賬戶條款及條件的副本並已閱讀及完全了解。
- 10.3 倘賬戶協議及抵押文件（如適用）中本行提供的資料出現任何重大變動（包括本行的業務出現的任何變動，有關變動可能影響本行當時提供予客戶的服務），本行將向客戶作出事先通知。倘有關資料的重大變動會對客戶在賬戶協議下的費用、收費或責任及義務造成影響，本行將就任何有關變動給予三十日(30)通知，惟本條第 10.3 條所述所有不受本行控制的變動則除外。倘客戶提供或按規定提供予本行的個人資料或情況或任何其他有關資料出現任何重大變動，應立即告知本行。倘並無向本行提供任何書面通知，則本行將假設對賬戶協議下的服務並無任何限制。
- 10.4 客戶與本行訂立的協議包括本第 1 節、第 2 節、第 3A 節，而開戶表格中指明已經過客戶同意的下列各部分將不時適用：
- 第 3B1 部分：外匯買賣
- 第 3B2 部分：證券買賣、孖展買賣及基金買賣
- 第 3B3 部分：結構性存款
- 第 3B4 部分：黃金買賣

#### 第 3B5 部分：場外衍生工具買賣

- 10.5 倘第 2 節及第 3 節出現任何抵觸，將以第 3 節（除非本行全權認為任何其他方式合適）為準。在出現抵觸的所有情況下，均以第 1 節中的賬戶委託書為準（除非本行全權認為任何其他方式合適）。倘賬戶條款及條件與確認單出現任何抵觸，則以確認單為準。倘賬戶條款及條件與開戶表格有任何抵觸之處，則以開戶表格為準。
- 10.6 閣下或本行終止根據該等賬戶條款及條件的章節提供的任何服務或賬戶將不會影響提供餘下服務及／或賬戶。
- 10.7 本行並無責任為客戶開設賬戶或提供任何服務或與客戶或代表客戶訂立任何交易，且本行可拒絕如此行事。任何拒絕、終止或中斷不需給予任何理由。本行可能要求客戶簽署其他文件（包括提供足夠保證金及簽署或促使抵押方提供抵押文件），以便開設賬戶及提供服務。
- 10.8 本行可能不時推介及提供新服務。客戶將獲取規管所推介的有關服務的任何新條款及條件的通知。有關條款及條件將補充並構成該等賬戶條款及條件的一部分並將對客戶具有約束力。客戶同意遵守有關使用及／或獲得適用服務的相關服務文件或服務條款。

## 第 2 節. 一般條件

### 1. 定義及詮釋

在賬戶協議及抵押文件中，除文義另有所指或有關詞彙及詞語已在開戶表格或第 1 節界定外：

「**賬戶**」指客戶在本行開設的任何及所有賬戶；

「**賬戶協議**」具有開戶表格所賦予的涵義，由本行就操作賬戶或提供任何服務可能不時向客戶要求的有關其他文件所補充；

「**賬戶授權書**」指第 1 節所載本行的標準格式賬戶授權書，由開戶表格所補充，當中載有就操作賬戶對本行的委託；

「**開戶表格**」指由客戶就賬戶及服務簽署的開戶表格；

「**賬戶條款及條件**」指本文件第 1 至 3 節所載的條款；

「**貸款**」指本行貸予客戶的本金額；

「**代理人**」指代理人、經紀、交易商、保管人及分保管人、存託機構、結算所、顧問、銀行家、交易商、受權人、經理人、代名人及往來銀行；

「**授權代表**」指客戶不時以書面形式授權，代表客戶就賬戶及服務行事的一名或多名人士（本行已取得該等人士的名稱及簽名式樣），包括客戶以授權委託書通知本行委任為受權人的任何一名或多名人士；

「**本行**」指中國建設銀行（亞洲）股份有限公司、其繼任者及受讓人；

「**營業日**」指香港銀行營業的日子（星期六及星期日除外），但不包括確認單所指的其他日子；

「**客戶**」指以其姓名開設賬戶的一名或多名人士，而任何有關「客戶」的提述將包括客戶的遺產代理人、繼任者及許可的受讓人；

「**抵押品**」指本行接納的任何資產、擔保、信用證及／或彌償保證，由本行持有作為客戶責任的抵押；

「**確認單**」指本行就確認客戶與本行訂立交易的條款及條件所發出的任何文件或書面通知，以補充及構成賬戶協議的一部分，及應當作及理解為一份獨立協議；

「**違約事件**」指第 13.2 條所指的任何事件或情況；

「**《海外戶口稅收合規法案》（FATCA）」**指：

- (a) 《1986 年美國國內收入法》（U.S. Internal Revenue Code of 1986）（修訂版）第 1471 至 1474 節或其任何修訂或或繼任版本；
- (b) 政府與規管機構之間就第(a)項訂立的任何政府間協議、諒解備忘錄、承諾及其他安排（包括香港政府訂立的任何政府間協議、諒解備忘錄、承諾及其他安排）；
- (c) 本行與 IRS 或其他規管機構或政府機構根據或就第(a)項訂立的協議；及
- (d) 根據任何前述者在美國、香港或其他地方採納的任何法律、規例、規則、詮釋或慣例；

「**外國法規定**」指根據任何日後或現行的以下各項，向本行施加的任何義務：

- (a) 外國法律（包括本行按認為其受約束的外國法律，並包括中國內地的法律及規則）；
- (b) 執行香港在與外國政府（包括中國內地政府）或規管機構的協議下的義務的香港法律；
- (c) 本行與外國政府（包括中國內地政府）或規管機構訂立的協議；或

- (d) 在香港境內或境外的任何法律、規管、政府、稅務或執法團體就(a)至(c)項頒佈的指引或準則。

為免存疑，這個定義包含根據海外戶口稅收合規法案（以及經不時修訂或頒佈）適用於本行的任何義務或規定；

「**一般條件**」指第 2 節所載的該等一般條款；

「**政府機關**」指於香港境內或境外的任何政府、政府團體、政府機構或規管機構，包括香港稅務局及 IRS；

「**香港**」指中華人民共和國香港特別行政區；

「**投資服務**」指第 3B 節所載由本行不時作修改及變更之服務；

「**投資服務條款及條件**」指第 3B 節所載規管投資服務的條款及條件；

「**指示**」指客戶或授權代表根據賬戶授權書的條款發出或有意發出有關賬戶或服務的指示，有關指示可以書面形式以專人遞送或郵寄或由本人通知或通過電話或傳真方式轉達，而無論是否隨後由本行確認；

「**IRS**」指美國國家稅務局（Internal Revenue Services）；

「**損失**」指任何損失、損害、訟費（包括但不限於按全面彌償基準計算的法律費用）、罰金、開支、費用、收費、訴求、法律程序、訴訟、索償、要求交待或衡平法補償或衡平法留置權、任何要求或補救、或任何財產或抵押品價值減少或損失或損害或失去可據以增加其價值或其他方面的任何機會；

「**中國內地**」指中華人民共和國領土，不包括香港及澳門特別行政區及中華人民共和國台灣省；

「**產品條件**」指第 3 節所載有關若干服務的該等條款；

「**人民幣**」指中國內地現時的法定貨幣；

「**人民幣銀行服務**」指本行為客戶提供任何與人民幣相關的銀行服務，包括開立人民幣賬戶、接納人民幣存款、人民幣匯款、人民幣兌換及本行不時提供予客戶的其他服務；

「**所需保證金**」指本行不時所規定抵押品的水平／金額；

「**風險披露聲明**」指在適用於有關服務的條款及條件內所載的所有風險披露聲明（如有）；

「**人民幣債券**」指根據有關法規於香港發行以人民幣計值的有價債券，以有關法規容許的年期為限並規定按協議支付本金及利息；

「**證券**」指股票、債權證、債權證股票、存款證、國庫券、匯票、單位信託或互惠基金或任何其他形式的集體投資計劃的單位或權益、認股權證、購股權、債券、所有上述證券的衍生工具、結構性產品、年金、可按批贖回的債務憑證、按揭債券及所有其他類似工具；

「**抵押文件**」指客戶及／或任何抵押方就任何抵押品不時簽立或將簽立的任何文件及本行向客戶發出的任何融資函件；

「**抵押方**」指就客戶對本行所負責任不時向本行提供抵押品的任何一方；

「**服務**」指本行應客戶要求不時向客戶及／或任何第三方授出或提供的任何及所有信貸或其他銀行融資或產品或服務，包括投資服務；

「稅項」指無論何人於何地向何人推行、徵收、收取、預提或評估的無論以任何名義及具有任何性質的現時或未來稅項（包括但不限於任何商品及服務稅、消費稅或增值稅）、徵費、進口稅、關稅、收費、費用、扣減或預提稅；

「總負債」指客戶現時或以後任何時間於任何地方無論有關賬戶或服務或任何指示或其他方面以任何形式及實際或或然，現時或未來以及無論何種貨幣及無論是否單獨或共同或以任何名義、類型或形式及無論作為主要債務人或作為保證人應付、結欠或產生應付予本行的所有金額、義務及責任，包括（但不限於）全部本金額、須不時按有關利率支付予客戶的利息（或應按有關利率依此支付但由於客戶清盤、破產、身故或其他失去能力則作別論）、費用、收費及所有開支；及

「美國」指美利堅合眾國。

本文所有標題僅供方便參考，不得視作該等賬戶條款及條件的一部分或於詮釋或理解時加以考慮。任何男性稱謂的提述亦應包括女性及中性稱謂。在文義有所規定的情況下，任何單數詞彙將包括複數，反之亦然。凡適用之處，人士的提述包括個人、公司、法團、合夥或非法人機構及其繼承人和受讓人。條款的提述乃指該等一般條件的條款而段落的提述乃指產品條件的段落。一般條件中章節的提述乃指賬戶條款及條件的章節。賬戶條款及條件或賬戶協議的任何提述應理解為由本行不時所修訂、修改或補充的賬戶條款及條件或賬戶協議。

## 2. 服務的提供

2.1 第 3 節所述的所有服務於簽立開戶表格後可獲提供，在此情況下，本行（倘全權認為合適）將告知客戶可獲得有關服務，但客戶必須滿足本行所指定的所有先決條件以及提供本行釐定的充足抵押品（如適用）。本行授出的投資服務須受投資服務條款及條件所規限，該等條款及條件於客戶與本行根據投資服務訂立首次交易之日被視為於賬戶協議提述的形式載入並作為賬戶條款及條件的補充。

2.2 本行可不時為客戶推介及提供新服務並告知規管該等新服務的條款及條件。該等賬戶條款及條件只要與新服務的條款及條件並無不一致，將適用於客戶並對客戶具有約束力。倘上述兩類條款及條件出現抵觸，則以新服務的條款及條件（除非本行全權酌情認為任何其他方式合適）為準。

2.3 客戶要求及授權本行不時提供本行確定可滿足客戶投資目標及利益的有關服務及產品的資料。

## 3. 賬戶操作

3.1 本行可：

- (a) 兌現及遵守由客戶或代表客戶以及就賬戶付款所提取、簽署、接納、背書或作出或發出的支付指令及任何其他文件，而無論賬戶屬貸記或借記（但始終不損本行拒絕任何未經授權透支的權利）；及
- (b) 兌現及遵守根據賬戶授權書的條款發出的所有指示，無論自賬戶提取金額、交付、出售或處理任何證券、契據或文件或本行就客戶的賬戶不時佔有的其他財產（無論以抵押或安全託管或其他方式）；

但在各種情況下，始終不得損害本行的抵押及抵銷權利。

3.2 就向賬戶付款或其他事項發出的任何信貸屬臨時並可能在並無向客戶發出事先通知情況下撤回，惟有關款項所代表的金額已由本行實際收取則除外。

3.3 除非經本行另行同意，否則客戶不可以支票形式或任何其他票據（無論在本行提取或就收款而發出）提取就賬戶作出的任何存款，直至本行收取有關實際所得款項。

3.4 為向以不同貨幣計值的賬戶支付任何交易、票據或其他轉讓的所得款項以及結算及方便投資、買賣或其他交易，本行可能按其當時匯率以本行認為適當的方式將所得款項轉換為本行認為適當的貨幣。

3.5 合夥變更（如客戶為合夥商號）

(a) 除非及直至本行從客戶或客戶的任何一位合夥人或客戶的任何法律代表或受託人接獲相反之實際書面通知，否則本行根據賬戶協議之授權將繼續生效，儘管合夥契據或協議或客戶商號之名稱有變、接納新合夥人或任何合夥人（基於身故、破產、退休或其他原因）不再為客戶之成員（在此情況下，本行將視餘下之合夥人具有繼續客戶的業務之全面權力），以及根據該授權進行之所有交易，將對所有合夥人及其各自之財產、法定遺產代理人及受託人（包括已不再為客戶成員之任何合夥人）具最終約束力。有關合夥契據或協議、客戶商號名稱或成員之變動，客戶須即時以書面告知本行。

(b) 倘本行已接獲實際通知，獲告知合夥人因身故、破產、退休或其他原因而不再為客戶之成員或客戶新加入一名合夥人，則本行有權並獲授權：

(i) 倘於緊接有關終止或加盟前沒有收到客戶的所有合夥人或其法定遺產代理人或受託人簽署之書面指示，結束或暫停客戶名義下之賬戶或終止或暫停本行向客戶提供之服務，而無須發出任何事先通知。在客戶名下之任何賬戶持有之證券、財產或所得款項（受限於本行對此之任何權利或申索）將由本行按於緊接有關終止或加盟前客戶的所有合夥人之指示而持有；及/或

(ii) 應合夥人於緊隨有關終止或加盟後作出之要求，以客戶相同之名義（「新商號」）開立新賬戶，並與其進行業務，並收取或向該新賬戶支付以客戶之名字為收款人之任何或所有支票、匯票、本票、票據及/或其他文據（不論是否實際向客戶或新商號支付），而無須作出查詢。有關之收取及付款，將為本行責任之有效履行，並對客戶之所有合夥人（包括已不再為客戶成員之合夥人）及其各自之財產及/或法定遺產代理人具約束力，不論有關付款或收取將導致減少支付或清償新商號欠負本行之任何或所有債項或負債，及/或僅為新商號或新商號合夥人之利益或業務而動用。

## 4. 委任代理人

4.1 本行可自行選擇僱用或動用代理人及其主要辦事處或其任何分行、附屬公司、聯屬公司或聯營公司及委派任何有關人士履行本行有關任何服務的職責並根據本行認為適當且對客戶具有約束力的有關條款行使本行的權利。

4.2 本行可於世界各地委任任何代理人擔任交付工作及登記為任何客戶資產的代名人。

## 5. 外判

5.1 為提高營運效率，本行可能不時將其若干營運活動外判予本行位於其他司法權區的分行或於第 1 節的第 4 條所指的有關其他人士。該等活動包括但不限於證券買賣的執行、保管、資料、交易及付款處理、資料存儲及行政管理。

5.2 在所有有關措施中，客戶資料的安全仍將最為重要，而在本行的任何分行之間就此轉移的任何客戶資料將視為最高機密並遵守有關司法權區的現行資料私隱法例。

## 6. 利息及違約利息

- 6.1 本行將按本行不時指定適用於賬戶的利率支付利息。
- 6.2 客戶將就任何結欠本行的任何款項按由本行釐定並由客戶同意的利率及下列有關基準支付利息：
- (a) 對於不超過一年（或本行可接受的其他期限）的貸款而言，按高於本行資金成本的某百分比（除非客戶另行同意）；及
- (b) 對於透支而言，按高於本行的最優惠利率或其資金成本的較高者的某百分比（或與客戶協定的其他百分比）。
- 6.3 倘利率按年度基準計算，則有關利率將按港元每年 365 日及所有其他貨幣每年 360 日計算。
- 6.4 倘客戶未能在到期或要求時支付本行任何款項，則本行將按高於本行最優惠利率或其資金成本較高者最低每年百分之二(2%)就有關逾期款項自到期日起直至本行收取日期（在判決前及後）收取違約利息。
- 6.5 在並無人為錯誤的情況下，本行任何人員就本行的資金成本或最優惠利率出具的證明將具有約束力及為最終證據。

## 7. 收費及開支

- 7.1 所有服務將根據本行不時的利率或另行與客戶協定的利率收取費用。
- 7.2 在適用於本行之法律及《銀行守則》和《證監會操守準則》下與提供服務有關而適用於本行之義務允許並與之相符的最大範圍內，客戶將向本行全面彌償有關開設及維持賬戶、提供服務、強制執行本行權利或收回任何逾期、結欠或應付本行款項產生的所有成本及開支，包括但不限於法律費用、登記費、稅項及印花稅。
- 7.3 本行可：
- (a) 就客戶的賬戶或任何特別或常設指示或提供予客戶的任何服務徵收服務費、費用、利息、收費或開支；
- (b) 倘賬戶餘額低於本行規定的最低金額或賬戶於本行可能釐定的有關期間仍然並無活動及／或賬戶自開設當日起計三個月（或本行可能釐定的任何其他期間）內結束，將就賬戶徵收服務費；及
- (c) 通過事先通知，根據香港銀行公會的適用規則及／或其他適用法律及規則以及按本行酌情認為適當的有關方式徵收其他類型的收費。

本行可通過客戶的任何賬戶就所有適用收費扣賬並在扣賬後告知客戶有關收費的性質及金額。

本行收費的詳情於本行所有分行均有呈列，亦可向本行索取。

客戶承認及同意，本行可就其單獨利益通過任何代理人或本行的任何分行、附屬公司、聯屬公司或聯營公司支付或收取及保留與本行提供任何服務有關的所有一般銀行收費、保管費、佣金、折扣及費用，而截至目前經法律允許無責任向客戶作出交代或披露。

## 8. 付款

- 8.1 客戶向本行作出的任何付款或交付應於確認單指定的到期日或按要求於到期（惟本行另行要求除外）時立即或按本行的指令或收取按有關貨幣作出。所有有關付款應以立即可得及可自由轉讓的資金悉數作出，而並無抵銷或反索償或任何限制或條件、不存在及並無及無須扣減

目前或其後徵收或因任何原因產生的任何形式的稅項、收費或費用。

- 8.2 倘於任何時間，客戶就任何到期付款向本行作出或按規定作出任何扣減或預提，則客戶應向本行支付確保本行收取的淨額相等於其收取並無按規定作出有關扣減或預提的金額可能所需的有關金額。
- 8.3 倘支付金額在立即轉換至規定貨幣時並無相當於規定貨幣的應付金額，客戶的付款責任不應通過支付除應付貨幣（「規定貨幣」）以外的貨幣金額（無論根據判斷或其他方式）而獲解除，而客戶將悉數彌償本行規定貨幣不足及就本行可能產生或遭受的所有其他損失（包括但不限於作出任何貨幣購買或兌換的成本），惟本行將無責任作出有關購買或兌換，且本行顯示倘其作出的實際購買及兌換將令其蒙受規定貨幣不足已屬足夠。
- 8.4 倘支付或收回的數額低於當時的到期金額，本行可以本行全權認為適當的方式處置有關金額，而客戶或付款人將無權作出任何分攤。
- 8.5 本行對客戶或任何抵押方的任何解除將被視作根據條件作出，倘客戶、有關抵押方或任何其他人士向本行作出的任何抵押、產權處置或付款，根據與客戶、有關抵押方或該其他人士的解散、取消註冊、破產、清盤、重組或其他有關的任何規定或成文法則被取消、廢止或減少（不論是欺詐優惠或其他）或以其他方式被證明無效，則任何抵押、產權處置或付款將裁定無效，於該情況下，客戶及有關抵押方將於要求有關款項後向本行賠償，數額為上述已被取消、廢止或無效的金額，而其後本行將有權向客戶或有關抵押方強制執行該等彌償，猶如上述有關解除未曾發生。
- 8.6 除非本行另行全權酌情認為合適外，本行向客戶支付的任何款項僅須以其所欠的貨幣支付，並須符合一切適用法例、法規、規定、慣例及習慣（包括但不限於任何外匯限制或管制）以及有關貨幣國家的主權風險。在不影響前文所述的情況下，純粹透過於貨幣所在國家於本行的分行或代理行或客戶提名的另一銀行促使作出貸記（即開出支票或本行匯票或其他票據），本行將履行一切付款責任，且本行在任何情況下，均毋須以交付現金方式履行該等付款項責任。
- 8.7 受外國法規定影響的付款
- (a) 客戶認可及同意，儘管此等賬戶條款及條件有任何其他規定：
- (i) 本行根據此等賬戶條款及條件作出的任何付款必須受外國法規定的預扣及扣減所規限；
- (ii) 根據第(i)項預扣的任何款項可存放於本行決定的任何戶口或按其決定的方式處理；及
- (iii) 本行毋須就其行使本第 8.7 條項下的權利而蒙受任何所扣稅項補足、損失或損害賠償承擔責任。
- (b) 客戶認可及同意，根據此等賬戶條款及條件進行的任何交易、付款或指令可能會因本行遵守其義務（包括該等本行認為必須遵守的任何外國法規定項下規定者）而被延遲、限制、轉移或終止。

## 9. 淨額結算

倘於任何日期有任何金額將依此在其他情況下由本行向客戶及由客戶向本行以同一貨幣形式支付，若本行於該日決定及指示，各方支付任何款項的責任將滿足及履行，倘在其他情況下由一方應付的總金額超過在其他情況下由另一方應付的總金額，責任將由應付總金額為高的一方取代，向另一方支付較高總金額與較低總金額的差額。



## 10. 賬目抵銷及合併

- 10.1 客戶 (i) 如客戶為獨資經營商號，連同獨資經營者及／或其所經營之任何其他獨資經營商號（「**與獨資經營者有關連人士**」） (ii) 如客戶為合夥商號，連同合夥人（於第(i)及(ii)項的人士統稱為「**相關人士**」）現時或其後由本行持有或按本行要求的一切款項、證券、資產及其他財產，不論是在其總辦事處或其任何分行，或其任何附屬公司、聯屬公司、聯營公司或本行的代理，及不論客戶及／或相關人士持有的賬戶（不論個別或共同）在同一或不同司法權區，及不論安全保管或其他，且不管幣種如何，均須受持續抵押及留置權限制，以支付總負債。
- 10.2 本行將有權保留及償還本行現時或其後可能結欠客戶及／或相關人士的任何款項或其可能現時或其後代客戶及／或相關人士持有的一切款項，不論是活期或存款或其他賬戶，且不管幣種如何，除非及直至客戶及／或與獨資經營者有關連人士（視屬何情況而定）已悉數清償總負債為止。
- 10.3 在不影響賬戶抵銷、合併的任何權利或以其他方式賦予本行其他權利的情況下及除此之外，本行可毋須事先通知客戶及／或相關人士，以本行認為合適的有關方式隨時抵銷、扣賬、預扣、轉讓、出售或變現本行持有或按本行要求而持有的客戶及／或相關人士任何或一切款項、證券、資產及其他財產（不論本行對上述財產擁有抵押或留置權與否），並組合、綜合、合併、抵銷、轉讓或使用客戶之賬戶的任何結餘（不論到期與否及幣種如何）及本行結欠客戶及／或相關人士的任何其他債項（不論個別或共同），不論是在其總辦事處或其任何分行，或其任何附屬公司、聯屬公司、聯營公司或本行的代理行，以支付總負債，而本行茲授權於有關時間按有關匯兌市場現行的現有匯率（由本行不可推翻決定）實行一切必需的兌換。儘管上文所述，除非另有書面協定，如發生第 13.2(c)條列明的違約事件，客戶及／或相關人士的任何貸方金額須視作已自動抵銷總負債。
- 10.4 於本行根據第 10 條行使抵銷權後，將於切實可行情況下盡快通知客戶及／或相關人士（視屬何情況而定）。
- 10.5 就本第 10 條條款而言，如客戶為獨資經營商號，「總負債」包括，除上述第 2 節第 1 條條款其定義中所列之項目，任何獨資經營者（不論以其個人身份或其作為客戶或其所經營之任何其他獨資經營商號之身份）欠負本行之債項及／或責任。

## 11. 抵押品

- 11.1 本行就若干服務可能需要抵押品。
- 11.2 作為客戶對本行責任及總負債的抵押品，客戶及／或抵押方須隨時持有本行全權酌情決定的足夠抵押品。本行可不時要求額外抵押品，以符合有關服務所需保證金。
- 11.3 本行可接受的抵押品可以是存款及／或本行全權酌情可接受作保證金的有價證券的組合。
- 儘管存在上述情況或第 14.1 條，上文所指所有的保證金僅供參考，並可由本行毋須事先通知客戶全權酌情隨時及不時予以更改。
- 11.4 倘所提供抵押品經本行全權酌情認為不再足以符合所需保證金，本行可採取本行全權酌情認為合適的有關行動，包括但不限於變現本行認為清償客戶債務必需的有關部分或全部抵押品，且毋須通知客戶或抵押方或獲客戶或抵押方同意。在不影響前述情況下，倘本行全權酌情認為合適，本行可（附加於或取代行使（其中包括）上述其變現抵押品的權力）要求客戶及／或抵押方在本行認為合適的有關時間內，存入本行可接受的額外抵押品，以恢復所需保證金。

- 11.5 客戶須及須促使抵押方於本行要求後隨即作出、簽署、採取及履行本行將不時要求的一切有關進一步保證、文據、行動或事宜，以完成、保障或強制執行抵押品或其任何部分，以及本行由或擬由抵押品構成的對抵押品的所有權，並令賦予本行的任何權利生效，包括但不限於任何出讓及代位權利，而費用一概由客戶承擔（包括但不限於支付任何法律費用及本行產生的費用）。
- 11.6 客戶將不得及將促使抵押方不得出售、轉讓、出讓、產生產權負擔、質押、設立任何進一步抵押或押記，處置或以其他方式處理抵押品或其任何部分或其任何權益。
- 11.7 雖然本行可獲委任為保管人或代理或就全部或部分抵押品以任何其他受信人身分按其他方式行事，本行可於強制執行其權利後作為客戶代理或作為其承按人或承押人（視情況而定），按本行全權酌情認為合適的方式出售、處置、變現或以其他方式處理抵押品，概不會就有關受信人身分產生任何責任。
- 11.8 本行可全權酌情決定，於任何時間視客戶提供的任何抵押品為超過一項服務的所需保證金。

## 12. 出讓

- 12.1 未經本行事先書面同意，客戶將不得出讓或轉讓賬戶或任何服務或賬戶協議及任何抵押文件項下的任何客戶權利、權益、權力或責任。
- 12.2 雖然本行或任何有關繼承人或轉讓人的組織結構會以重組、合併或其他的方式發生任何變化，但賬戶協議及任何抵押文件均以本行及其繼承人及轉讓人利益運作。本行可出讓或以其他方式轉讓賬戶協議及任何抵押文件及任何賬戶或服務項下的全部或任何權利、權益、權力或責任或與之有關的交易及／或抵押品，並可交付上文所述者予承讓人，承讓人隨即獲賦予之前歸屬於本行的有關一切權利、權益及權力。本行就轉讓抵押品所涉及的任何責任或職責將獲解除，但將仍擁有未轉讓抵押品涉及的一切權利、權益及權力。

## 13. 終止賬戶及變更服務

- 13.1 儘管本賬戶協議載有任何其他規定，所有提供的服務均未作出承諾，而本行可隨時及不時變更、暫停或終止任何或全部服務而毋須事先通知客戶，並保留權利根據該等已終止服務要求客戶立即償還所有結欠本行而尚未償付的款項（由本行釐定）。在不影響前述的情況下，本行可於以下情形下結束任何客戶賬戶，(i)倘賬戶餘額為零或在本行可能釐定的一段期間並無進支，(ii)倘本行認為賬戶使用作非法目的或以不令人滿意或不合理方式進行，或倘客戶未能就外國法規定遵守此等條款及條件的任何規定，包括未能提供本行要求的資料、文件及支持材料，因其他理由必須或方便遵守外國法規定而結束賬戶時，賬戶將即時被結束，或(iii)於向客戶發出四十八（48）小時通知後。於結束賬戶後，本行將獲解除任何進一步責任，包括支付客戶開出及其後出具的任何支票。客戶同意，承擔因上述結束引致任何及一切後果的全部責任。於結束賬戶及／或暫停或終止任何服務，總負債（或本行可能全權酌情指定的有關部分）將立即到期應付，抵押品及本行的所有其他權利、權力及補救措施可立即強制執行，而本行將立即有權行使任何及所有上文所述者。
- 13.2 以下各項將為違約事件：
- (a) 客戶或任何抵押方未能遵守賬戶協議或任何抵押文件的任何規定；
- (b) 客戶或任何抵押方未能於到期日或於要求時（視情況而定）支付本行總負債涉及的任何未償付款項；
- (c) 客戶或任何抵押方無力償債或破產；或總體上未能或未能支付其任何到期債務；根據任何破產法或清盤法客戶或任何抵押方或針對客戶或任何抵押方就

- 客戶或任何抵押方訂立清盤、解散、破產、重組或任何類似安排已著手任何行動；或任何主管法院已發出任何法令或任何決議案已獲通過，就客戶或任何抵押方全部或任何部分資產或業務委任清盤人、財產接收人、保管人、遺囑執行人、破產管理人或受託人；或任何司法權區的任何主管法院針對客戶或任何抵押方全部或任何部分資產或業務發出任何財產扣押令；或客戶或任何抵押方已與債權人整體訂立任何債務重整協議；
- (d) 客戶或任何抵押方身故或精神失常或遭受若干其他形式的法律上無行為能力；
- (e) 客戶或任何抵押方於及當本行要求時未能向本行提供額外抵押品或未能維持所需保證金；
- (f) 針對客戶或抵押方所產生任何形式（不論為刑事或民事）的任何法律程序、起訴或訴訟；
- (g) 本行認為，客戶或抵押方的財務狀況或經營環境發生重大不利變動或發生任何事件或出現任何情況令本行相信客戶或任何抵押方可能不會（或未能）履行或遵守其任何一項或多項責任；或
- (h) 客戶或任何抵押方向本行作出的任何聲明或保證為不準確或有所誤導。
- 13.3 在不影響此等賬戶條款及條件的任何其他規定下，於發生違約事件後任何時間，本行可未經通知客戶而暫停或終止任何或一切未完成服務，此後總負債須立即到期及須支付，抵押品及本行的所有其他權利、權力及補救措施須立即強制執行，而本行將立即有權行使任何及所有上文所述者。
- 13.4 客戶可於向本行發出十（10）個營業日書面通知後終止任何賬戶或服務，惟有關終止將不得解除或影響客戶任何已產生、現有或或有負債及責任。
- 13.5 儘管有本條之前的規定，在適用於本行之法律及《銀行守則》和《證監會操守準則》下與提供服務有關而適用於本行之義務允許並與之相符的最大範圍內，客戶須就任何損失（包括但不限於溢利損失）或本行可能因以下事項而產生的費用悉數彌償本行：(a)任何違約事件，(b)客戶任何違反其有關任何賬戶或服務的責任，(c)發出任何要求通知或(d)客戶要求獲本行接納後因任何理由（不包括本行違約）未作出貸款，包括但不限於保留或籌集任何貸款或其任何部分所產生的任何損失或費用或清算或重新使用來自第三方的存款以產生或保留任何貸款或其任何部分，但直接因本行的嚴重疏忽、欺詐及故意的行為不當所致者除外。
- 13.6 就本條款而言，若客戶是由兩個或以上人士所組成（不論是合夥人或其他），客戶是指在關鍵時間組成客戶的每一人而言。
- 14. 修訂及通知**
- 14.1 賬戶協議或任何抵押文件的條款可由本行（以電子或紙張形式）全權酌情不時向客戶發出通知予以修訂或補充，而任何有關修訂或補充須自本行規定的有關日期起採用，倘客戶的費用、收費及債務以及責任受該等修訂的影響，除非此等變動非受本行控制，否則本行將至少提前 30 日向客戶發出通知。
- 14.2 有關修訂或補充將對客戶具約束力，不論客戶接獲實際通知與否，及是否未能接獲實際通知乃由於郵件保存服務或其他所致，並可以本行認為合適的該等方式通知（包括於本行網站刊載）。
- 14.3 就一切用途而言，（包括但不限於）針對客戶及／或任何抵押方的任何法律程序，本行任何人員發出有關本行應收客戶的任何款項的證明或有關本行任何其他決定、通知或意見或類似者，在無明顯錯誤情況下均具約束力及為不可推翻的證據。

14.4 本行向客戶發出的任何通知、要求或通訊資料須被視為已按下列情形作出：

- (a) 親身遞交或寄往客戶的註冊辦事處或客戶提供的任何地址或客戶可能不時通知本行的有關其他地址；
- (b) 根據客戶提供的傳真號碼或客戶可能不時通知本行的有關其他傳真號碼以傳真發出；
- (c) 如客戶當時有郵件保存服務則使用有關服務發出；或
- (d) 根據客戶提供的電郵地址或客戶可能不時通知本行的有關其他電郵地址以電子郵件方式發出。

14.5 倘客戶由一名以上人士組成，則本行向根據上述規定以其姓名設立賬戶的其中任何一名人士發出通知，將被視作向所有以其姓名設立賬戶的人士發出充分及有效的通知。

14.6 本行發出的任何通知，若以親身、傳真發送或電子郵件方式發出，則被視作（儘管客戶未必已接獲並且即使本行了解此情況）於寄發當日已收悉；或若為本地郵件則郵寄日期後兩（2）日收悉及若為海外郵件則郵寄日期後五（5）日收悉。

## 15. 角色衝突

15.1 即使可能產生利益衝突，本行可（未經客戶事先同意）為了或代表客戶透過代理及／或與本行有關（不論直接或間接）的對手方或透過或與本行的另一位客戶進行交易。本行亦可（未經客戶事先同意）為了或代表客戶於本行擁有直接或間接權益（不論重大與否）的交易中進行交易。倘本行擁有任何有關權益或倘產生實際或潛在衝突，本行將採取一切合理措施以確保客戶獲得公平對待。本行概無責任向客戶說明或披露其於該等交易產生的任何溢利（不論是以佣金、回扣或其他形式）。

15.2 在不影響第 15.1 條一般性原則前提下及根據本行採取合理審慎態度確定，交易條款乃市場於有關時間的最佳條款，本行或其任何聯屬公司可隨時於一項交易中擁有權益，包括但不限於作為代理為其他方行事，出售其本身財產作為主事者行事，收取及保留一項交易中其他方及／或客戶支付的佣金，事先獲悉其他有關交易仍執行交易；於客戶所購買或出售的證券或其他投資中作為持有人、交易商或市場莊家，或以其他方式參與或於證券發行或證券發行公司擁有權益。

## 16. 放棄權利及可分割性

本行未能或延期行使賬戶協議或任何抵押文件的任何權利、權力或補救措施，將不會影響有關權利、權力或補救措施或視為放棄權利，而行使任何單一或部份權利亦將不會妨礙任何進一步行使或行使任何其他權利、權力或補救措施。賬戶協議或任何抵押文件所載的權利、權力或補救措施為累積行使，並不會排除法律規定的任何其他權利、權力或補救措施。倘任何時候賬戶協議或任何抵押文件的任何規定根據任何司法權區的法律在任何方面為或成為非法、無效或不可強制執行，該等條款根據任何其他司法權區的法律的合法性、效力及可強制執行性，以及賬戶協議或任何抵押文件的其餘條款的合法性、效力及可強制執行性將不會因此而受影響或被削弱。本行的各項權利、權力或補救措施將繼續具有完全十足效力，直至及除非本行明確書面修訂或豁免為止。

## 17. 聲明、保證及承諾

17.1 於簽署開戶表格及任何抵押文件當日，客戶（倘客戶為公司，代表其股東及控制方）向本行聲明及保證如下（於訂立各項交易或客戶要求服務的日期，只要客戶擁有本行賬戶或任何未完成服務將被視為按持續基準重複）：

- (a) 客戶（如為公司）為正式註冊成立及根據註冊成立國家的法律有效存續，並擁有十足權力、授權及合

法權利擁有其財產及資產及從事其業務以及簽署賬戶協議及任何抵押文件；

- (b) 客戶擁有十足權力、授權及合法權利開設及持有賬戶，要求任何服務及訂立及執行服務項下擬進行的交易，並已採取或獲得所有必需行動及同意，以授權彼訂立及履行根據所有適用法律及法規涉及的責任；
- (c) 賬戶協議及任何抵押文件根據彼等各自的條款構成對客戶可強制執行的客戶合法、有效及具約束力的責任；
- (d) 客戶或客戶的業務或資產現時概無發生或待決或面臨的任何訴訟、仲裁或行政程序；
- (e) 開設及持有賬戶、客戶使用服務、向本行發出指示及客戶履行其責任均不得違反任何適用於客戶或於開設賬戶或使用任何服務的當地或市場或當地監管機構的法例、法規、規定、守則、慣例及習慣，或任何有關章程或發售備忘錄的任何合約性條款；
- (f) 任何授予客戶的服務而訂立的交易，並有關於或作為就參考股份（「股份」）訂立的衍生交易，而該股份為(i)客戶或任何與客戶有關連人士或受客戶影響或控制的人士可能或未必持有直接或間接權益的任何公司（「公司」）的股份，或(ii)有關公司的任何聯屬公司的股份，其：
  - (aa) 將不得與適用於客戶的客戶章程文件的條款、附則或任何其他合約（包括任何禁售協議）、法例、規定、守則、法規、政策、任何法院或其他政府機構的任何法令或裁決或客戶須遵守任何類別限制相抵觸或違反，包括任何有關證券交易所的適用上市規則或任何收購守則（統稱「規定」），而客戶訂立有關交易乃屬合法。尤其是(i)客戶、其股東或控制人（倘客戶為公司）或視為於股份中擁有權益與其有關連的任何人士，及(ii)公司（包括其董事及任何股東或聯屬公司）存在任何關係或關連（如有）將不會致令交易違反任何規定；
  - (bb) 不會因客戶擁有任何有關公司或其聯屬公司的非公開資料而受影響，如上述資料倘公眾廣泛知曉，將對股份價格產生重大影響，客戶亦不會基於任何重大非公開資料尋求提早終止交易；
  - (cc) 客戶已作出評估（內部或透過獨立專業顧問），包括其對客戶是否恰當或適當，在不限制賬戶條款及條件第 1 節第 8.2 條下本行義務的前提下，客戶確認及同意，本行及／或其授權代表不會就有關交易作為客戶的財務、法律、稅務、會計或監督部門、專業或技術顧問或受信人行事，並且客戶具備充分知識及經驗評估該等交易的優點及風險，及可以並作出承擔有關交易的風險（如有）；
- (g) 概無發生任何事件或情況構成或以發出通知或時間逾期或上述兩者構成違約事件；
- (h) 客戶就有關此等賬戶條款及條件、服務及各項交易向本行提供的所有資料在各方面為真實、完整及準確，並將保持真實、完整及準確，除非及直至客戶書面通知本行為止；
- (i) 除本行另有書面協定外，客戶為各賬戶所持資產的實益擁有人，並持有而不附帶有產權負擔，及將對有關財產的絕對所有權保持不變（另有規定除外），不附帶一切押記、衡平法、留置權及產權負擔；

- (j) 各賬戶所持任何款項不得以任何方式來源於洗黑錢或犯罪活動；
- (k) 客戶將任何時候均為賬戶的完全及唯一控制人，並只有其可就有關賬戶內購買、出售及交付任何資產或賬戶任何其他交易發出指示；及
- (l) 客戶是在考慮其財政狀況、投資目標、投資經驗及其個人情況以及其在認為合適時所尋求的獨立專業意見的情況下作出自身的評估，並作出簽訂賬戶條款及條件及訂立交易的決定。

#### 17.2 客戶向本行同意及承諾如下：

- (a) 根據任何有關司法權區的法例規定完成全部文件（包括任何抵押文件）的一切蓋章、提交或登記手續；
- (b) 立即提供本行可能不時要求的有關財務資料；
- (c) 立即及無論如何於發生違約事件兩（2）日內通知本行發生有關違約事件，並提供上述違約事件的詳情及客戶就此擬採取的行動；
- (d) 立即通知本行上述聲明及保證的任何變動或倘該等聲明或保證不再準確或正確；
- (e) 在本行的要求下，採取或促使採取本行全權酌情認為必需或適宜的一切有關行動及事項並簽署或促使簽署一切有關文據及文件，以令賬戶協議及／或抵押文件及／或任何服務或指示全面生效，或保證本行獲賦予的一切權利、權力及彌償的全部利益；
- (f) 任何時候均承擔根據任何服務訂立的各項交易與現有及未來規定貫徹一致的全部責任，包括取得訂立及履行客戶於有關交易下責任規定的所有必需批文；及遵守適用於有關或在任何方面與交易有關連的各項交易及／或任何對沖或其他買賣活動的一切現有及未來證券、衍生工具或其他公眾披露、申報及／或財務報表披露規定（包括但不限於根據香港法例第 571 章證券及期貨條例第 XV 部權益披露規定或任何其他司法權區的同等規定（或類似規定））；及客戶將不得要求本行就此負責；及
- (g) 確保各抵押方將遵從上述聲明、保證及承諾（已作出必要修訂）。

#### 18. 不可抗力

本行將不會就有關賬戶及／或服務因不受本行控制的任何原因或理由令本行任何延誤、沒有或未能履行其任何責任而出現客戶遭受或招致的任何損失或費用承擔責任或負責，包括但不限於遵守任何法例、法規、守則、法令、法院凍結令、通知、指引、指令或應公眾或監管或政府部門的要求或由於任何徵費、稅項、禁運令、暫緩、外匯限制或政府或其他部門的其他行為、信息傳遞或交流或電腦設備、郵遞的任何故障或失靈或任何交易所、同業公會、市場或結算所的其他罷市、收市或暫停買賣、任何天災、火災、水災、霜凍、颱風、爆炸或不可抗力事件。

#### 19. 新產品及服務

本行可不時為其全體客戶的利益引入新產品及服務。倘客戶希望買賣該等產品及／或使用該等服務，本行可要求客戶簽署或確認有關該等產品及服務額外的產品文件的回條。有關任何產品文件所載任何該等產品及／或服務的條款及條件，將被視為載入本文件，並於該產品文件簽署日或本行接獲確認的回條之日或於與其有關的首個交易日（以較早者為準）生效，倘其條款與本賬戶協議的條款有任何抵觸，以前者為準。

#### 20. 規管法例及司法權區

- 20.1 有關任何賬戶或服務，賬戶協議及任何抵押文件將受香港法例規管及據此詮釋，而客戶不可撤回及無條件受香港法院非專屬司法權區管轄。

- 20.2 服務及任何投資及買賣或其他交易均須遵守所有適用法例、法規、規定、慣例及習慣及實行或進行任何有關服務及投資及買賣或其他交易當地或市場的主權風險，亦須遵守任何機構或法團可能不時規定的一切規定、條件、慣例或決定（不論是政府、類似政府或其他及不論具備法律效力與否），其適用於本行或任何訂約方透過或與其進行任何投資或買賣或其他交易，並對本行或訂約方均具約束力及本行或任何訂約方均須遵守，倘任何前述者與賬戶協議或任何抵押文件的任何條文有任何抵觸，則以前者為準。為確保全面遵守所有規定，毋須事先通知，本行可不時就客戶遵守或客戶採取有關行動施加額外規定。
- 20.3 本行將有權倚賴及根據適用於其的一切法律及任何指引、守則或其他資料行事，包括但不限於適用於其由香港金融管理局或香港證券及期貨事務監察委員會頒佈的上述文件，包括《證監操守準則》及《銀行守則》中適用於本行根據賬戶條款及條件提供服務的規定（「適用指引」），而在適用於本行之法律及《銀行守則》和《證監會操守準則》下與提供服務有關而適用於本行之義務允許並與之相符的最大範圍內，本行將不會因如此倚賴或行事而對客戶承擔任何責任。
- 20.4 根據下文第 20.5 條，本行同意，賬戶協議將不得豁免、限制或免除本行於履行其於賬戶協議下責任時遵守任何適用指引行事。倘賬戶協議的任何條文與任何適用指引的規定不一致，以有關適用規定為準。
- 20.5 適用指引的規定並無要求本行遵守任何尚未生效或會免除、修訂或刪除的適用指引的任何規定或其他條文，亦不就本行沒有遵守任何有關規定或條文而對本行施加任何受信人職責或責任。
- 20.6 本行為根據香港法例第 155 章香港銀行業條例第 IV 部成立的持牌銀行及為根據香港法例第 571 章證券及期貨條例（「證券及期貨條例」）成立的註冊機構，可從事證券交易（第一類）及就證券提供意見（第四類）受規管活動。
- 21. 一般事項**
- 21.1 客戶就本行根據賬戶協議提供的任何服務有關的任何投訴，可首先向客戶顧問提出。倘客戶顧問未能提供令人滿意的答覆，該事宜將提交予本行的私人銀行部。此舉不影響客戶向任何有關監管機構或其他相關機構投訴的權利。
- 21.2 除非賬戶條款及條件另有明確的相反規定，否則，除本行及客戶以外的任何其他人在《合約(第三者權利)條例》(香港法例第 623 章)下均不享有強制執行賬戶條款及條件之任何規定或從該等規定中受益之任何權利。不論賬戶條款及條件有何規定，在任何時候放棄或變更賬戶條款及條件均無需取得並非賬戶條款及條件當事方之任何人的同意。

## 第3節. 產品及服務條件

### A. 銀行服務

#### 1. 存款服務

##### 1.1 支票賬戶

1.1.1 以下條款及條件適用於本行向其客戶提供的所有支票賬戶及有關服務。

1.1.2 客戶簽發支票，只可使用本行提供的格式支票以賬戶之記賬貨幣開出。客戶與本行結束任何支票賬戶，必須向本行退還或銷毀所有未使用的支票。

1.1.3 本行收到申請新支票簿的指示後，將把所申請的支票簿按客戶指示的方式遞交至客戶向本行提供的地址，遞交費用由客戶承擔。如上述遞交方式造成任何延誤或損失，本行概不負責，除非該延誤或損失是直接由於本行行的疏忽及故意的不當行為所引起。

1.1.4 客戶收到支票簿時，應仔細核對支票張數和檢查支票上所印的賬號及支票系列號碼。如有任何不符，應立即通知本行。支票簿必須放置於安全之處，以防遺失或被竊。客戶如有已簽署的支票或支票簿遺失或被竊，必須立即以書面通知本行。如在本行實際收到通知之前支票已被兌付，本行概不負責客戶的損失。

1.1.5 客戶填寫支票時，應使用不可擦除的墨水或原子筆清楚寫明支票的大寫金額和數目字金額，為防止欺詐，大寫金額和數目字金額應盡量貼近左邊以免被加插文字或數目。大寫金額後應劃一線條或以「正」字作結。

1.1.6 支票上的所有塗改必須由客戶全簽確認。本行不負責因為支票有不易察覺的塗改而產生的損失。如果支票金額填寫有誤，應將該支票作廢，另填一張新支票。

1.1.7 客戶同意填寫支票時需小心謹慎，避免以任何可能使支票被塗改或可能有利欺詐偽造的方法和／或方式填寫支票。

1.1.8 以郵寄或其他方式發送的所有支票，均應加劃線並刪去「或持票人」字樣，使之只可通過銀行兌付。如果所發送的支票為入賬支票，應附函對本行作出指示。

1.1.9 如客戶擬停止支付任何一張支票，必須向本行發出完整的指示使本行可完全識別該支票，同時必須附上本行進一步要求的文件。上述指示應包括以下內容：

- (a) 支票號碼；
- (b) 簽發日期；
- (c) 收款人名稱；及
- (d) 金額。

非書面作出的停止支付指示對本行無約束力。客戶確認及同意：

- (a) 補償本行因兌付或拒付支票而可能合理地引起或令本行承擔的合理金額的任何損失；
- (b) 在適用於本行之法律及《銀行守則》和《證監會操守準則》下與提供服務有關而適用於本行之義務允許並與之相符的最大範圍內，本行不須對未有執行客戶指示承擔責任，除非未執行指示是由於本行任何人員、僱員或代理人的疏忽或有意行為不當所導致；
- (c) 如果支票已被收回或銷毀，或需取消停止支付指示時，盡快以書面通知本行；及

(d) 支票簽發日期六個月後該指示即告自動取消。

1.1.10 客戶確認，倘客戶未遵守此等條款及條件和在保管及使用支票以及一般使用賬戶時不謹慎而蒙受任何損失，本行不須承擔責任。

1.1.11 本行無義務承兌任何過期支票（即已開出超過六個月或超過其他慣例規定期限的支票）、任何期票或任何有污損、填寫有誤或塗改後未經客戶全簽確認的支票。如果本行在其人員、僱員或代理人並無疏忽或有意行為不當的情況下承兌上述任何支票，本行不須因此而對客戶承擔任何責任。

1.1.12 本行因客戶賬戶存款不足，或因支票票面上出現不合常規而拒付客戶所開的支票時，本行可按所定收費收取服務費。

1.1.13 本行可在適當時可於個別支票賬戶收取所有退回支票的手續費。該手續費根據本行不時釐訂的基準及以該支票賬戶所支付超過有關機構不時為該賬戶設定的每日上限的總金額計算。

1.1.14 本行保留權利，全權酌情於任何時間以下述任何方式滿足支票賬戶的提款要求：

- (a) 電匯傳送；
- (b) 現鈔付款；
- (c) 簽發本票或即期匯票；或
- (d) 如從外幣賬戶提款時，本行簽發一張以該貨幣為單位、可向該貨幣所屬國家的銀行提款，並受該國的法律、法規及其政府的措施和限制所規限的支票；或按付款時的本行買入價，將該等外幣結算成等值的港元，並以港元支付。

任何由外幣賬戶以該外幣的現鈔提款均受限於提款時該外幣的供應量。

1.1.15 由客戶所開出並已獲支付的支票，在以電子形式予以記錄後，可由代收銀行或香港銀行同業結算有限公司（「銀行同業結算公司」）保留。保留期為與結算所操作有關的規則所列明的期間，而在該期間之後，代收銀行或銀行同業結算公司（視情況而定）可銷毀該等支票。本行獲授權按照該等條款與包括代收銀行及銀行同業結算公司訂立合約。

1.1.16 本行可向要求提供已獲支付支票實物正本或副本的客戶，按所定收費收取服務費。

1.1.17 本行不須承擔任何無法出示已獲支付支票實物正本或副本之責任，更不能控制檢索支票所需之時間。

#### 1.2 儲蓄及定期存款賬戶

以下條款及條件適用於本行向其客戶提供的任何貨幣的儲蓄及定期存款賬戶及有關服務。

##### 1.2.1 提款和付款

- (a) 客戶可於本行在香港的任何分行填妥本行提供適當的提款單後或以其他經本行預先安排的方式從客戶的任何儲蓄或定期存款賬戶提款。
- (b) 本行保留其權利，全權酌情於任何時間以下述任何方式滿足提款要求：
  - (i) 電匯傳送；
  - (ii) 現鈔付款；
  - (iii) 簽發本票或即期匯票；或

- (iv) 如從外幣賬戶提款，本行簽發一張以該貨幣為單位、可向該貨幣所屬國家的銀行提款，並受該國的法律、法規及其政府的措施和限制所規限的支票；或按付款時本行的現行買入價將該等外幣結算成等值的港元，並以港元支付。
  - (c) 任何由外幣賬戶以該外幣的現鈔提款均受限於提款時該外幣的供應量。
  - (d) 本行支付款項予提交聲稱已由客戶授權簽署、封印或蓋章的存摺簿或提款單的提款人，應相當於向客戶本人付款，並免除本行對客戶或任何其他方的所有責任。
- 1.2.2 儲蓄賬戶的利息將按賬戶的每日結餘以由本行不時釐定的利率累計。累積的應計利息將每月存入該儲蓄賬戶。定期存款的利息在存款期內固定不變。除非客戶與本行有特別協議，定期存款的利息於到期日支付予客戶。
- 1.2.3 本行可就向外幣賬戶存入的外幣現鈔、支票、匯票、付款憑單或其他款項票據，按面額收取佣金。
- 1.2.4 客戶應按本行不時規定的起存額向本行存入款項。定期存款及本行指定之其他類型存款的其後每次存款、轉賬或提款，應符合本行不時規定的最低額。

### 1.3 定期存款賬戶的補充條款及條件

以下條款及條件（如適用）適用於客戶於本行開立及／或維持的定期存款賬戶。

- 1.3.1 於定期存款到期前或到期時，客戶可向本行提供存款到期指示處理定期存款於到期時的本息安排。定期存款的本息可被提取及存入客戶在本行開立的其他賬戶，或以本票或其他本行與客戶同意的方式支付予客戶或其他由客戶要求的人士，而本行可收取已預先訂明簽發本票或由本行及客戶同意的其他方式以支付定期存款本息的手續費。如客戶沒有到期指示，到期存款的本息將存入本行認為適當並以該客戶名稱開立的賬戶。該賬戶將按適用於本行不時釐定的一般儲蓄賬戶的現行利率計息。
- 1.3.2 如果存款到期指示為續存而到期日並非營業日或為星期六，該存款應於下一營業日（不包括星期六）支付，而利息應計至該日（但不包括該日的利息）。如果存款到期指示為不續存而到期日並非營業日或為星期六，該存款應於到期日支付。
- 1.3.3 不得於定期存款到期前提取金額。本行可行使酌情權允許客戶於定期存款到期前在通知期不足的情況下提取全部或部分定期存款，同時，本行可收取費用及／或沒收存款的全部或部分已累積的應計利息。

## 2. 外幣賬戶

- 2.1 在不損本條款及條件適用於外幣賬戶的其他規定的情況下，所有外幣賬戶的存款或提款，必須以本行所接納的貨幣進行。如需將貨幣兌換，折換金額將不能超過本行不時規定的每日或每筆交易限額（如有），而折換價須按存款或提款當時本行提供的匯率計算。
- 2.2 對於因稅項、費用或貶值以致存入賬戶的任何外幣減值，或是因兌換或匯款的限制、收購、非自願性轉賬、使用軍事或篡權力量，或其他本行無法控制的類似原因引致無法提供該等貨幣，本行均不負上或承擔任何責任。

## 3. 匯款服務

- 3.1 客戶同意當客戶作為每筆匯款交易的匯款人時，本行需要將匯款申請表格上的資料，如客戶名稱、地址及

客戶是否持有本行之賬戶等資料透露予中介人或收款銀行。

- 3.2 客戶於要求本行提供匯出匯款服務時需自行負責向本行提供準確的匯款收款方的資料。客戶確認，當本行向客戶提供辦理匯出匯款服務時，本行只是擔當代理人的角色，對於收款方的運作或收取任何服務費，並無任何控制權。對於匯出的款項，收款方可動用該等匯款的時間將視乎收款方地點、電訊系統及銀行業務而定。
- 3.3 對於電匯傳送過程中可能造成的任何損失、延誤、出錯、遺漏或殘缺，此等風險均由客戶承擔。但是，倘該匯款未能完成，本行會盡快通知客戶。
- 3.4 如在運作情況上有需要，本行保留透過以其不時訂定的任何往來銀行／代理人／中介人辦理匯出匯款的權利。如匯出匯款需要兌換為其他貨幣，折換金額將不能超過本行不時規定的每日或每筆交易限額（如有），而折換價須參照本行當時的匯率。除非本行與客戶之間另有約定，否則由本行本身或其往來銀行／代理人／中介人的收費和支出將從匯出款項中扣除。
- 3.5 假如客戶取消匯出匯款服務並選擇以不同於匯出款項的貨幣收取退款，本行將按退款當天本行的買入價，將款項退還給客戶。任何因取消匯款而產生的費用，概由客戶支付，並由退還款項中扣除。客戶將不會獲退還任何電報費或已繳付的其他費用及佣金。
- 3.6 如付款通知是在本行不時規定的截止時間之後收到或付款通知上列明的生效日期較後於本行收到該付款通知的收件日期，該匯入款項（任何貨幣）將不會在本行收到該付款通知當日存入客戶的賬戶。此等匯入款項須待匯入存款實際存入客戶的有利息賬戶後才開始支付利息。
- 3.7 任何以外幣為單位的匯入款項如需兌換為港元，將按本行當時的港元買入價兌換。
- 3.8 本行會就每筆匯出匯款或匯入匯款向客戶發出通知，如有任何錯誤，客戶應盡快通知本行。

## 4. 人民幣銀行服務

- 4.1 以下的條款和條件適用於本行向其每一位客戶提供的人民幣銀行服務。

### 4.2 定義

「客戶」指「指定商戶」、「人民幣貿易結算客戶」、「人民幣債券之發行商」及「人民幣債券之承銷機構」，向本行要求並經本行同意為其提供人民幣銀行服務的公司；

「指定商戶」指客戶從事由中國人民銀行或結算公司，根據香港人民幣業務安排下不時指定的行業；

「中國內地」指中華人民共和國之所有領土，但不包括香港特別行政區，澳門特別行政區及台灣；

「人民幣」指現時流通於中國內地的合法貨幣；

「人民幣銀行服務」指本行不時為其客戶所提供任何與人民幣有關連的銀行服務，包括開立人民幣戶口，人民幣存款，人民幣現鈔兌換及其他由本行不時為客戶提供的有關服務；

「人民幣債券」指根據有關法規於香港發行以人民幣計

值之有價債券，以有關法規容許之有效期為限並規定按協議支付本金及利息；

「人民幣債券發行商」指根據《境內金融機構赴香港特別行政區發行人民幣債券管理暫行辦法》及其他有關發行人民幣債券而不時生效之法律及規例而獲批准於香港發行債券的金融機構；

「人民幣債券承銷機構」指參與人民幣債券包銷活動的承銷機構；及

「人民幣貿易結算客戶」指客戶於香港及其他地區（指中國內地以外地區），根據不時適用之條款及規則以人民幣作為與中國內地貿易結算的貨幣的公司。

#### 4.3 服務範圍及金額限制

- (a) 本行提供之人民幣銀行服務是受制於不時適用於本行之法例、規則、方向及／或指引。
- (b) 本行有絕對酌情權去不時釐定其所提供的人民幣銀行服務範圍及種類，交易限額，適用兌換率及服務收費，毋須預先通知客戶（更改服務收費除外）。
- (c) 本行保留隨時終止為客戶提供人民幣銀行服務而無須提供理由的權利。本行可酌情隨時增加，限制，暫停或終止任何或所有人民幣銀行服務，毋須預先通知客戶。

#### 4.4 開立戶口

- (a) 除人民幣貿易結算客戶外，本行可在客戶要求下為客戶開立不多於一個人民幣月結單儲蓄戶口或人民幣儲蓄存摺戶口作為存入人民幣現鈔之用。本行亦可為人民幣儲蓄戶口客戶提供人民幣定期存款服務。
- (b) 客戶在本行開立的人民幣戶口及其有關事項，須受客戶簽署的戶口開立表格或委託書，此第 4 條條款及賬戶條款和條件（本行可不時加以修改和補充）以及香港適用法律的限制。

#### 4.5 提款、起存額及其後存款

- (a) 客戶應按本行不時規定的起存金額向本行存入人民幣。
- (b) 存入之人民幣現鈔必須為本行接受的版本及面額。本行有絕對酌情權接受或不接受客戶的人民幣現鈔。
- (c) 其後每次存款或提款，應符合本行不時規定的最低金額。
- (d) 客戶可通過提存人民幣鈔票及／或銀行間人民幣轉賬以從人民幣戶口提存款項作認購、收購、賣出人民幣債券及／或償付人民幣債券之本金及利息之用途。

#### 4.6 人民幣兌換服務

- (a) 本行可按客戶的要求，以本行即時的兌換價為客戶提供人民幣兌換港元的兌換服務。本行是否接納兌換的要求將視乎所需幣種的供應量及兌換金額有否超過本行不時規定的每日或每項交易限額。本行保留其權利，酌情隨時接受或拒絕客戶任何兌換的要求。
- (b) 客戶遞交給本行作兌換港元之用的人民幣現鈔，必須為本行所接受的版本及面額。本行保留權利拒絕兌換客戶交來之任何人民幣現鈔。

- (c) 對因本行拒絕接受兌換要求而導致客戶蒙受的任何損失或損害，本行均不須負任何責任。

#### 4.7 有關人民幣債券發行商的特別條款

如客戶乃一人民幣債券發行商，本行可向該客戶提供以下額外服務：

- (a) 接納該客戶由發行人民幣債券的資本活動而產生的存款；
- (b) 受限於所要求的貨幣的供應，提供人民幣兌換港元的單向兌換服務以支付人民幣債券的發行開支；
- (c) 將發行人民幣債券所收取之款項由香港匯款至中國內地，惟匯款額不得超過發行人民幣債券所籌集得之款額；
- (d) 從中國內地匯款至香港以支付人民幣債券的本金及利息，惟匯款額不得超過應繳付債券持有人的本金及利息。

#### 4.8 有關人民幣債券承銷機構的特別條款

如客戶乃一人民幣債券承銷機構，本行可向該客戶提供額外服務，以接納該客戶有關人民幣債券包銷活動產生的存款。

#### 4.9 有關人民幣貿易結算客戶的特別條款

如客戶乃人民幣貿易結算客戶及已於本行開立指定人民幣戶口，本行可向該客戶提供以下額外服務，以達至以人民幣進行跨境貿易結算的目的：

- (a) 本行可接受客戶存款／提款；
- (b) 根據第 3 節的第 1.1 條條款，本行可就該指定人民幣戶口提供銀行服務；
- (c) 本行可向客戶提供雙向人民幣兌換港元或其他自由兌換貨幣的兌換服務；
- (d) 本行可向客戶提供人民幣匯款服務；
- (e) 本行可向客戶提供跨銀行之轉賬服務；及
- (f) 本行可向客戶提供貿易融資服務。

#### 4.10 法律責任及彌償

- (a) 對因提供人民幣銀行服務給客戶（包括但不限於系統故障、任何結算銀行之延遲及／或不能聯繫中國內地系統轉賬有關資金）而導致客戶蒙受的任何損失或損害，本行均不須負任何責任，除非該等損失或損害是直接由於本行的嚴重疏忽及故意行為不當而引致的。
- (b) 所有由於提供人民幣銀行服務給客戶而令本行合理產生之損失、損害、索償、成本、合理費用概由客戶立即賠償及支付。本行可於交易完成後即時從客戶之戶口中扣除所有上述之損失、損害、索償、成本及費用。

#### 4.11 陳述、保證及承諾

- (a) 指定商戶向本行保證及陳述：
  - (i) 客戶從事根據中國人民銀行或結算公司所公佈之香港人民幣業務安排下所指定之行業。若客戶不再是指定商戶，則須通知本行。

- (ii) 客戶向本行陳述以支票、匯款及其他形式之跨銀行人民幣資金轉賬，均與人民幣債券，指認購、購買或其他以中國人民銀行，結算銀行及任何監管機構不時通知的規則及條例所允許的交易相關。
- (b) 人民幣債券發行商向本行陳述：
  - 存入、兌換或匯款所涉及的人民幣資金均來自發行人民幣債券所得的資金、或與發債費用、支付利息或償還本金有關的資金。
- (c) 人民幣債券承銷機構向本行陳述：
  - 所有存入的人民幣資金均來自與人民幣債券承銷活動有關的資金。
- (d) 人民幣貿易結算客戶向本行陳述：
  - (i) 客戶從事合法的跨境貿易，並不從事貨幣找換、資本和金融交易服務。
  - (ii) 以支票、匯款及其他形式之跨銀行人民幣資金轉賬，均與人民幣貿易結算或其他中國人民銀行、結算銀行及其他監管機構所允許的相關交易。
  - (iii) 所有存入、兌換或匯款所涉之人民幣均來自合法人民幣業務。

客戶在此確認若本行認為客戶使用人民幣銀行服務並不附合所申報的業務範圍及客戶之正常業務，本行有權拒絕提供人民幣銀行服務或部份服務或隨時於發出通知後取消該戶口。

## 5. 電子理財服務

### 5.1 定義

在第 5 條中，若干其他已界定詞彙具有下文所載的涵義：

「**客戶名稱**」指本行提供給客戶用來進行電子理財服務交易的登記名稱；

「**電子理財指示**」指客戶以透過電子理財服務向本行發出的指示；

「**電子理財服務**」指本行通過電子方式向其客戶提供的任何銀行服務，客戶可透過電腦、電話或由本行不時規定可連接銀行系統之工具向本行取得資料、發出指示及進行交易，包括但不限於網上銀行服務；

「**電子理財交易**」指本行根據電子理財服務指示進行的交易；

「**網上銀行服務**」指本行透過其網站向客戶提供的服務，客戶可使用電腦系統向本行取得資料或數據及/或發出指示，包括但不限於透過本行進行交易；

「**私人密碼**」指本行提供給客戶或由客戶自選的個人身分識別編碼，用來使用任何電子理財服務；

「**保安編碼**」指於有關時間由保安編碼器自動計算和顯示的或向指定流動電話號碼發出一一次性密碼，以用作使用本行不時指定的某類電子理財服務；及

「**保安編碼器**」指本行根據客戶要求所提供給客戶用來計算及顯示保安編碼的電子儀器。

### 5.2 電子理財服務

- 5.2.1 電子理財服務乃根據賬戶條款及條件為客戶提供處理賬戶及進行交易的另一途徑。規管客戶賬戶的所有其

他條款及條件仍然適用，如有任何不一致之處，任何與電子理財服務有關者皆以該等條款及條件為準。在不損本條款和條件其他規定的應用之情況下，不同類別之電子理財服務進一步受由本行不時訂定之各別條款和條件(如有)所規限。例如網上銀行服務進一步受本行於其網站不時發佈之“網上銀行服務條款和條件”所規限。如本條款和條件及某類別之電子理財服務的條款和條件有任何不一致之處，任何與該類別之電子理財服務有關的皆以後者為準。

- 5.2.2 客戶須在香港於本行持有至少一個賬戶，本行才向客戶提供電子理財服務。本行電子理財服務的服務範圍及種類、適用的交易限額、適用於個別服務的截數日期及時間以及適用的服務收費，將由本行不時全權決定。

- 5.2.3 除非本行另作訂明，否則於香港每日截數時間過後或於非營業日進行的任何交易一律於下一營業日處理。

- 5.2.4 本行可酌情隨時增加、限制、暫停或終止所有或任何電子理財服務，恕不通知客戶。本行可在任何時間及不給予通知的情況下要求客戶為能使用任何電子理財服務而持有有效的保安編碼器。

- 5.2.5 客戶明白及承認客戶的客戶名稱及/或私人密碼及/或保安編碼有被未獲授權人士濫用或被用於未獲批准的用途的風險。如果客戶得到通知或懷疑客戶名稱及/或私人密碼及/或保安編碼已被洩露給任何未獲授權人士或被任何未獲授權人士取得，或有人用客戶名稱及/或私人密碼及/或保安編碼作出任何未獲授權的指示或交易，客戶應在合理可行情況下盡快通知本行。若客戶未能在合理可行情況下盡快通知本行該等事情，或在其他方面有欺詐或疏忽行為，他人使用客戶名稱及/或私人密碼及/或保安編碼進行的所有未經授權交易及所引致的直接損失，可能需由客戶負責。

- 5.2.6 在本行如上述 5.2.5 款所述收到通知並且有合理機會就該通知採取行動之前，他人使用客戶名稱及/或私人密碼及/或保安編碼發出的所有指示將被本行所依賴或執行，並不可撤銷。假如所使用的客戶名稱及/或私人密碼及/或保安編碼正確，本行並無責任核證向本行作出指示之人士的身分或授權。

- 5.2.7 客戶的客戶名稱、私人密碼或保安編碼於未被客戶更改或被本行或任何其他發卡機構取消之前將一直有效（以本行已收到有關客戶的取消通知為條件）。

- 5.2.8 在客戶結束賬戶或其他情況下，本行可暫停或終止任何電子理財服務。若客戶要暫停或終止任何電子理財服務，須在向本行發出通知而且本行有合理機會根據該通知行事之後才生效。客戶若因任何原因自願或非自願暫停或終止任何電子理財服務而蒙受或引致任何損失或損害，本行概不承擔責任。

- 5.2.9 本行提供任何電子理財服務時所報的任何匯率、貸款利率或息率僅供參考用，除非經本行確認，否則對本行並無約束力。如果客戶在電子理財交易中接受上述經確認的匯率、貸款利率或息率，則上述經確認的匯率、貸款利率或息率對客戶具有約束力，儘管本行可能在有關時間通過其他通訊方法報出了不同的匯率、貸款利率或息率。

- 5.2.10 本行有權以任何方式記錄本行與客戶或任何代表客戶行事的人士之間所有的電子理財指示，並按本行認為需要的期限保存該等記錄。

- 5.2.11 (a) 如客戶需要進行任何電子理財交易，客戶必須提供私人密碼及本行要求的其他資料向本行發出電子理財指示。



- (b) 本行將不會就任何一項電子理財交易向客戶發送個別通知。每一項電子理財交易將於本行發給客戶的定期賬單中列出。
- (c) 任何經客戶確認的電子理財服務，即不可修改、取消或收回。如在任何時間對任何電子理財指示的內容有任何爭議，應以本行的有關記錄作為該內容的確實證據。
- (d) 本行將只執行對於本行為切實可行或合理可行的電子理財指示，並只按其正常業務慣例及程序執行。除非本行另作訂明，否則本行在正常營業時間之外或在非營業日收到的任何電子理財指示將被視為於下一個營業日收到。
- 5.2.12 (a) 客戶承諾在使用電子理財服務時遵守此等條款及條件以及本行不時規定的有關電子理財服務的使用政策及程序。
- (b) 客戶承諾不干擾、修改、解讀、反向解構或以其他方式改動或未經授權進入電子理財服務或本行網站的任何部分或其中的任何軟件。如果客戶違反此項承諾，本行有權終止客戶使用電子理財服務，不必通知客戶，並可對客戶採取法律行動。
- (c) 客戶使用任何電子理財服務時一旦遇到任何不正常情況或困難，客戶應盡快通知本行。
- 5.2.13 本行將參照不時適用於本行的任何法律、規則、條例、指引、通告、行為守則和市場通行慣例，採取合理可行的措施，確保其有關電子理財服務的系統安裝有足夠的保安設施，並對操作系統時的風險加以控制和管理。在賬戶授權書第 5 條的前提下及不影響本第 3 節第 5.2.5 至 5.2.8 條的情況下，倘造成未經授權的電子理財服務交易，而且客戶方面並無疏忽、欺詐或錯誤，如未能妥善保管接駁電子理財服務的設備，則客戶將無須負責其所蒙受的任何直接損失。
- 5.2.14 保安編碼器是及在任何時候均屬本行財產並由本行決定發出，客戶應在本行要求時立即將其退還予本行。客戶須自行保管其保安編碼器，不可准許除客戶之外的任何其他人士使用該保安編碼器。

5.2.15 如果客戶的保安編碼器遺失或被竊，客戶應在合理可行情況下盡快按本行不時指定的電話號碼通知本行，並在本行要求時作出書面確認。如客戶未能在合理可行情況下盡快向本行知會該等事項，或在其他情況下有欺詐或疏忽的行為，在可能情況下，因客戶遺失之保安編碼器進行的所有未經授權交易所引致的直接損失，一概可能需由客戶負責。本行補發新保安編碼器時可收取費用。

## 6. 電子支票

### 6.1 適用性

本部份條文適用於本行有關電子支票的服務。本部份補充本行的賬戶條款及條件並構成本行不時制定的賬戶條款及條件的一部份。賬戶條款及條件中適用於實物支票或適用於本行一般服務的條文，凡內容相關的且不與本部份條文不一致的，將繼續適用於電子支票及本行的電子支票存入服務。就電子支票存入服務而言，若本部份的條文跟賬戶條款及條件的條文出現不一致，均以本部份的條文為準。

### 6.2 定義

就電子支票存入服務為目的，下列詞語具下列定義：

「匯票條例」指香港法例第 19 章〈匯票條例〉，可被不時修訂；

「結算所」指香港銀行同業結算有限公司及其繼承人及受讓人；

「存入途徑」指本行不時提供用作出示電子支票以求存入的任何途徑；

「電子支票」指以電子紀錄（按香港法例第 553 章〈電子交易條例〉定義）形式簽發的支票（包括銀行本票），附有電子支票或電子銀行本票（視情況適用）的正面及背面影像。電子支票可以港幣、美元及人民幣簽發；

「電子支票存入服務」指由本行不時向客戶為存入電子支票而提供的服務；

「電子支票存票服務」指由結算所提供接受出示電子支票的電子支票存票服務，但電子支票存票服務使用者必須先跟結算所登記電子支票存票服務戶口，方可出示電子支票以存入受款人戶口，本定義可根據電子支票存票服務條款不時修訂；

「電子支票存票服務戶口」指電子支票存票服務的使用者戶口，每位電子支票存票服務使用者必須先跟結算所登記其使用者戶口方可使用電子支票存票服務出示電子支票以存入受款人戶口，本定義可根據電子支票存票服務條款不時修訂；

「電子支票存票服務條款」指由結算所不時指定的條款及細則，以規管由結算所提供的電子支票存票服務的使用；

「業界規則及程序」指結算所及銀行業界就規管電子支票的處理而不時訂定或採用的規則及運作程序；

「受款人銀行」指受款人戶口所在的銀行；

「受款人戶口」就每張使用電子支票存入服務出示以存入的電子支票而言，指該電子支票的受款人在本行持有的銀行戶口，而該戶口可以是受款人的個人名義戶口或受款人的聯名戶口；

「付款人銀行」指為其客戶簽發的電子支票作出數碼簽署的銀行。

## 6.3 電子支票存入服務的性質及範圍

6.3.1 本行可選擇提供電子支票存入服務。如本行向客戶提供電子支票存入服務，客戶可以存入電子支票。為使用電子支票存入服務，客戶須提供本行及結算所分別不時要求或指定的資料及文件，並須接受本行及結算所分別不時要求或指定的條款及細則。客戶亦可能需要簽署本行不時指定的表格及文件。

6.3.2 電子支票存入服務讓客戶及其他人士可按下列 6.4 條使用結算所提供的電子支票存票服務或使用本行的存入途徑出示電子支票（不論向客戶及／或受款人戶口的任何其他持有人支付）以存入本行（作為受款人銀行）。

6.3.3 本行可為本行不時指定的貨幣（包括港幣、美元或人民幣）簽發的電子支票，提供電子支票存入服務。

6.3.4 本行有權不時設定或更改使用電子支票存入服務的條件。該等條件可包括下列各項（或任何一項）：

(a) 電子支票存入服務的服務時間（包括出示電子支票的截止時間）；及

(b) 客戶須就電子支票存入服務支付的任何費用。

## 6.4 電子支票存入服務

6.4.1 電子支票存入服務可容許透過使用結算所提供的電子支票存票服務或本行的存入途徑，出示電子支票以存入本行（作為受款人銀行）。

6.4.2 電子支票存票服務

- (a) 電子支票存票服務由結算所提供。就客戶使用電子支票存票服務，客戶受電子支票存票服務條款約束。客戶須自行負責履行電子支票存票服務條款下的責任。
- (b) 為使用電子支票存票服務，電子支票存票服務條款要求客戶登記電子支票存票服務戶口連同一個或多個收款人戶口，以供出示電子支票。電子支票存票服務條款容許客戶以客戶同名戶口或客戶同名戶口以外的其他戶口作為收款人戶口登記電子支票存票服務戶口。客戶須就客戶或任何其他人士使用客戶的電子支票存票服務戶口出示的所有電子支票負責（包括任何向客戶同名戶口以外的收款人戶口出示的電子支票）。
- (c) 任何有關使用電子支票存票服務的事宜須按電子支票存票服務條款處理。本行可以（但無責任）向客戶提供合理協助。因本行沒有任何使用電子支票存票服務存入的電子支票的電子紀錄或影像，如客戶要求，本行可以（但無責任）提供使用客戶電子支票存票服務戶口存入的電子支票日期、電子支票金額、電子支票編號、收款人姓名及任何其他本行同意提供有關該電子支票的資料。
- (d) 本行對結算所是否提供電子支票存票服務及所提供服務的質素、適時度或任何其他事宜均無作出明示或隱含的表述或保證。除非電子支票存票條款另有指明，客戶須承擔有關使用電子支票存票服務的責任及風險。客戶或任何其他人士因使用電子支票存票服務或與其有關的服務，而可能引致或蒙受的任何種類的損失、損害或開支，本行無須負責。

#### 6.4.3 本行的存入途徑

本行可不時指定或更改(i)可用的存入途徑而無須通知；及(ii)任何存入途徑的條款。

### 6.5 電子支票的處理、相關風險及本行的責任

#### 6.5.1 電子支票的處理

客戶須明白本行及其他銀行須根據業界規則及程序處理、辦理、出示、支付、收取、交收及結算向客戶簽發的電子支票。因此，即使匯票條例未明確指定電子支票出示的方式，或可能指定其他的支票出示方式，本行有權按業界規則及程序，向付款人銀行出示任何向客戶簽發的電子支票，以收取電子支票的款項。

#### 6.5.2 本行責任的限制

在不減低賬戶條款及條件效果的情況下：

- (a) 客戶或任何其他人士因使用電子支票存入服務，或客戶或任何其他人士通過本行向客戶提供的存入途徑出示的電子支票的處理、辦理、出示、支付、收取、交收或結算，或與上述事宜有關而可能引致或蒙受的任何種類的損失、損害或開支，

本行無須負責，除非任何上述損失、損害或開支屬直接及可合理預見直接且完全由於本行或本行人員、僱員或代理的疏忽或故意失責導致；

- (b) 為求清晰，現明確如下，客戶或任何其他人士就下列事宜（或任何一項）或與其相關的事宜，而可能引致或蒙受的任何種類的損失、損害或開支，本行無須負責：
  - (i) 客戶或任何其他人士使用電子支票存票服務，或與電子支票存票服務條款相關的事宜；
  - (ii) 客戶未遵守有關電子支票存入服務的責任；
  - (iii) 按業界規則及程序出示向客戶簽發的電子支票，而無須顧及匯票條例的條文；及
  - (iv) 任何由於或歸因於本行可合理控制情況以外的原因導致未能提供或延遲提供電子支票存入服務，或導致電子支票存入服務的任何錯誤或中斷；及
- (c) 在任何情況下，就任何收益的損失或任何特別、間接、相應而生或懲罰性損失或損害賠償，本行均無須向客戶或任何其他人士負責。

#### 6.5.3 客戶的確認及彌償

- (a) 客戶須接受本行及結算所分別就電子支票存入服務及結算所提供的服務施加的責任限制及免責條款。客戶須接受及同意，承擔存入電子支票的風險及責任。
- (b) 在不減低客戶在賬戶條款及條件，本行與客戶簽訂有關銀行服務協議的任何其他文件提供的任何彌償，或於本行享有的任何其他權利或補償的情況下，本行及本行人員、僱員及代理（或任何一人）有關或因本行提供電子支票存入服務或客戶使用電子支票存入服務而可能引致或蒙受任何種類的責任、申索、要求、損失、損害、成本、費用及開支（包括全面彌償引致的法律費用及其他合理開支），以及本行及本行人員、僱員及代理（或任何一人）可能提出或被提出的所有法律訴訟或程序，客戶須作出彌償並使本行及本行人員、僱員及代理（或任何一人）免受損失。
- (c) 如任何責任、申索、要求、損失、損害、成本、費用、開支、法律訴訟或程序經證實為直接及可合理預見直接且完全因本行或本行人員、僱員或代理的疏忽或故意失責導致，上述彌償即不適用。
- (d) 上述彌償在電子支票存入服務終止後繼續有效。

## **B. 投資服務**

### **1. 外匯買賣**

外匯買賣（包括外匯期權、外匯孖展產品、外匯孖展期權及外幣不交收遠期合約的買賣）的條款及條件載於外匯買賣總協議（「外匯協議」）。此等賬戶條款及條件與外匯協議如有不一致，則以外匯協議為準。

倘客戶使用外匯協議所載的服務，則該協議適用於客戶。

### **2. 證券買賣、孖展買賣及基金買賣**

證券買賣、孖展買賣及／或基金買賣（包括債券、股票掛鉤投資及股票期權）的條款及條件載於證券買賣、孖展買賣及／或基金買賣的一般條款及條件（「證券買賣條款」）。此等賬戶條款及條件與證券買賣條款如有不一致，則以證券買賣條款為準。

倘客戶使用證券買賣條款所載的服務，則該條款適用於客戶。

### **3. 結構性存款**

結構性存款的條款及條件載於結構性存款總協議。此等賬戶條款及條件與結構性存款總協議如有不一致，則以結構性存款總協議為準。

倘客戶使用結構性存款總協議所載的服務，則該協議適用於客戶。

### **4. 黃金買賣**

黃金買賣的條款及條件載於黃金買賣之條款和條件（「黃金買賣條款」）。此等賬戶條款及條件與黃金買賣條款如有不一致，則以黃金買賣條款為準。

倘客戶使用黃金買賣條款所載的服務，則該條款適用於客戶。

### **5. 場外衍生工具**

場外衍生工具買賣的條款及條件載於另一附表，該附表可向本行索閱。