

重要通知

本條款及細則會對您(們)產生法律義務及責任。本行強烈建議您(們)細心閱讀及了解本條款及細則，並於同意受本條款及細則約束前，尋求獨立之法律意見。

一般銀行服務條款及細則 (序列號碼：GB2017-06)

第一部份 一般銀行服務一般條文

1. 定義及解釋

1.1 在本條款及細則中，除非上下文另有規定，否則下述的文字及詞語將具有下列所述的含意：-

「帳戶指令」	指有限公司、合夥人、獨資、個人或聯名帳戶由本行指定規格的開戶申請書、印鑑卡及所有其他關於給予銀行帳戶及/或銀行服務的開立、操作、保持或結清之指令。
「開戶申請書」	指不時由本行指定規格的開戶的文件。
「AEOI」	指「自動交換財務帳戶資料」或(按文意所需)任何一個或多個以下意義：(i) FATCA (外國帳戶稅收合規法案)；(ii)經濟合作與發展組織(OECD)之自動交換財務帳戶稅務資料之標準-共同申報準則及任何相關指引；(iii)為實施、遵循或補充上列(i)或(ii)所指的、法律、規則、指引或標準，香港與其他司法權區(包括與每個司法權區內之任何政府機構訂立的跨政府協議、條約、規則、指引、標準或其他安排；及(iv)為使上述事情產生效力而在香港制訂之法例、規則或指引。
「協議」	指您(們)與本行就關於銀行帳戶及銀行服務所訂立及不時修改、更改、修訂或補充的書面協議，包括但不限於帳戶指令、本條款及細則及您(們)就銀行帳戶及銀行服務而授予本行的任何權限及簽署予本行的所有其他文件或任何上述一項。
「適用法律」	指不時適用於本條款及細則項下擬議的交易之任何相關司法管轄區、市場或監管機構之任何法律、規則、規例、指引、指令、通函、守則及披露要求。
「聯營公司」	指本行位於香港或其他地方的直接或間接的控股公司、附屬公司或關聯公司。
「授權人員」	指為開立、操作、保持或結清銀行帳戶或使用銀行服務而由銀行帳戶持有人授權及由本行接納的人員。
「電話理財服務的指定使用人」	指獲帳戶持有人授權使用電話理財服務的人，亦包括戶口持有人。
「銀行帳戶」	指您(們)現在或將來以您(們)名義在本行開立的任何一個或多個或全部的月結單儲蓄帳戶、往來帳戶、定期存款帳戶、備償帳戶及任何其他性質類

	似的帳戶。
「銀行服務」	指本行提供或不時提供予您(們)的關於銀行帳戶或任何其他性質類似的銀行帳戶及其他銀行服務，包括但不限於，匯款服務。
「營業日」	指香港銀行一般營業的一天，但不包括星期六、星期日；及於八號或以上之颱風訊號懸掛或於上午 9 時至中午 12 時仍然維持及於中午 12 時或之前仍未除下或「黑色」暴雨警告訊號懸掛或於上午 9 時至中午 12 時仍然維持及於中午 12 時或之前仍未取消的任何一天；或特定交易中指明的日子。
「中國」	指中華人民共和國。
「業務代理」	指代表本行在香港或其他地方為您(們)執行交易或提供服務的代理人，包括但不限於，代理銀行、託管人、附屬託管人、代名人、經紀或交易商。
「FATCA」	指「外國帳戶稅收合規法案(Foreign Account Tax Compliance Act)」或(i)1986年美國國內收入法第 1471 至 1474 條及其關聯的法規或其他官方指引；(ii)為有助於實施上列(i)所指的法例或指引在其他司法權區所制訂的，或與美國與其他司法權區簽訂的跨政府協議相關的條約、法例、法規或其他官方指引；(iii)為實施上列(i)或(ii)所指的法例或指引而與美國稅局、美國政府或其他司法權區的政府或稅局訂立的協議。
「香港」	指中國香港特別行政區。
「港幣」	指現時香港的合法貨幣。
「金管局」	指香港金融管理局。
「香港居民」	指，以本條款及細則為目的，持有香港身份證的個人，不論其是否持有其他司法管轄區的居民或市民身份。
「非香港居民」	指，以本條款及細則為目的，並非香港居民的個人。
「人民幣」	指中國現時的法定貨幣。
「人民銀行」	指中國人民銀行及其繼承人或受讓人。
「電話理財服務」	指本行為電話理財服務的指定使用人提供而該人士可透過該服務操作帳戶持有人的帳戶，並享用不時據此提供的銀行及其他服務。
「簽署安排」	指本行接納及不時修訂的有權開立、操作、保持及結清銀行帳戶及/或使用或終止銀行服務的人士的簽署安排。
「美國公民」	指美國證券條例(1933)第 S 規則所定義的人士，包括但不限於美國公民或居民；及任何根據美國法律或政治分支下成立或產生的合夥企業、有限公司或其他團體。

1.2 本條款及細則之標題僅為方便閱讀而添加，並不影響本條款及細則的解釋及無法律效力。

1.3 在本條款及細則中，除非上下文有不同的要求，否則表示單數之詞語同時亦含複數之意思，反之亦然。表示其單一性的詞語包括任何性別之意思。

1.4 除非另有說明，在本條款及細則中，凡提及條款及分條款，即指本條款及細則內的條款及分條款。

- 1.5 在本條款及細則中所指之任何一方當事人均被視作包括其繼承人及容許的受讓人。
- 1.6 在本條款及細則中所指的條例，均被視作包括不時修訂、延展、重新制定的法例及其規則及規例。
- 1.7 在本條款及細則中所指的「本條款及細則」或其他文件，除非另有規定，均視作包括對本條款及細則或其他文件的不時加以任何方式修訂、延展、代替、取代及/或補充的版本及就本條款及細則及/或其他文件不時進行修訂、延展、代替、取代及/或補充的文件。
- 1.8 在本條款及細則中，凡提及「本行」即指「國泰世華商業銀行股份有限公司，香港分行」；在本條款及細則中，凡提及「您(們)」，即指不時於「國泰世華商業銀行股份有限公司，香港分行」開立帳戶或使用由「國泰世華商業銀行股份有限公司，香港分行」提供的銀行服務之客戶。

2. 銀行服務

- 2.1 本行根據本條款及細則及本行認為合適的程序向您(們)提供一項或多項或全部的銀行服務。
- 2.2 銀行服務將於本行絕對酌情權終局決定的營業時間內提供予您(們)。
- 2.3 本行有權於任何時間全部或部份地撤回、取消或撤銷銀行服務。

3. 指示

- 3.1 您(們)同意按照不時由您(們)提供予本行的帳戶指令處理所有銀行帳戶及銀行服務事項的指示。
- 3.2 您(們)授權及要求本行兌現及支付所有由您(們)發出、簽署、承兌、背書或代您(們)發出或須由您(們)支付的支票、匯票、付款指令及承付票，不論銀行帳戶的結餘是貸方或借方，或因此而引起透支，但此條文並不損害本行拒絕允許您(們)透支或您(們)的透支超越不時訂明的透支額度。
- 3.3 您(們)授權及要求本行兌現及支付任何提取任何銀行帳戶項下任何或所有款項的指示；並執行您(們)關於交付、處理或處置不時因銀行帳戶而由本行管有的(不論是由於抵押、安全保管或其他方式而管有的)任何證券、契據、文書或其他財產的指示，包括保險箱及其盛載物的指示。
- 3.4 本行有權但無責任執行本行合理地認為是來自您(們)或您(們)的授權人的任何口頭指示(即電話指示)或書面指示。倘若本行要求時，您(們)將即時簽署一份由本行指定的表格以確認口頭指示。指示一經發出，只有在本行同意的情況下才可以全部或部份地取消、撤回、更改或修改。
- 3.5 本行保留拒絕接受或執行您(們)任何的指示而毋須作出任何解釋的權利。倘若指示被拒絕，本行將採取一切合理行動儘速通知您(們)。但是，本行毋須為未能成功通知您(們)而承擔任何責任。
- 3.6 您(們)承認及接受，您(們)與本行之間的電話對話或其他形式的通訊會被錄音或其他電子方式監測而沒有任何事先警告訊息。本行可根據適用法律以本行認為合適的方式出示此等錄音內容作為您(們)的指示之證據。

4. 授權人員

- 4.1 倘若您(們)委任授權人員，您(們)需以書面通知我們及向本行提供本行要求的授權人員的詳細資料(不論是個人資料或其他資料)、簽字式樣及其他本行指定的資料。授權人員將根據簽署安排及簽字式樣，全權代表您(們)開立(如適用)、操作、保持、結清或處理所有其他與銀行帳戶及/或銀行服務相關的事宜，但下列事項除外：-
- (i) 申請開立新戶口或使用新的服務(另有規定者除外)；
 - (ii) 任何更改授權人員及/或簽署安排；
 - (iii) 任何更改銀行帳戶持有人的通訊地址或聯絡號碼(公司客戶除外)；及

(iv) 本行認為是需要由銀行帳戶持有人確認的其他事項。

4.2 除非本行與您(們)另有書面協議，任何授權人員及/或簽字式樣及/或簽署安排的任何更改、增加或撤銷均不會視作生效，除非及直至本行已實際收到令本行滿意的有關於上述更改、增加或撤銷事項的文件及/或書面授權及本行有合理的機會就上述各項作出回應。

4.3 除非本行與您(們)另有書面協議，任何有效的關於授權人員及/或簽字式樣及/或簽署安排的更改、增加或撤銷均適用於所有銀行帳戶或銀行服務。

4.4 倘若任何一名或多名或所有銀行帳戶持有人或銀行服務使用者去世，本行在有關人士去世後及實際收到有關的書面通知前，根據授權人員或其中任何一位的要求、指示或指令所作出的任何作為、事情、契據或事項，將對銀行帳戶持有人或銀行服務使用者、其遺產及遺產代理人及透過銀行帳戶持有人或銀行服務使用者或其中任何人士進行申索的任何人等於任何時候均具絕對及終局性約束力。

4.5 您(們)同意於任何時候均會確認或追認由授權人員根據本條款及細則之條文作出的任何或所有行為、作為、契據、指令、命令或指示(倘若本行要求)，並且承認上述各項對您(們)具絕對及終局性約束力。

5. **免責**

5.1 除非由於本行的重大疏忽或故意失責，本行對下列各項直接或間接導致或引致您(們)的損失或損害不承擔任何責任：-

- (i) 取消或終止所有或任何銀行帳戶及/或銀行服務(視情況而定)；
- (ii) 取消、撤回、撤銷或擱置您(們)的交易或任何因超越本行能控制的情況而不能執行或進行的您(們)的交易或指令；
- (iii) 任何電訊公司、儀器或中介裝置洩露您(們)通過上述媒介傳送予本行、本行的代理、第三者或由本行或業務代理或任何第三者通過上述媒介傳送予您(們)的資料或資訊；
- (iv) 任何涉及銀行服務、自然現象、政府行為、水浸、火警、動亂、罷工、戰爭或其他超越本行控制的原因的機械故障、電力故障、機能失常、損壞、阻礙或設施或裝置的不足；
- (v) 任何於傳送您(們)的指示或其他資料時發生的阻礙、擱置、延誤、損失、損害或其他故障或失誤；及
- (vi) 任何因虛假或其他詐騙行為而達致的交易。

5.2 除非由於本行的重大疏忽、故意失責或欺詐，否則本行對於任何交易對手、託管人、附屬託管人、專業顧問、經紀、交易商或代理人或任何締約方或根據協議聘用的任何人士的作為或不作為而直接或間接導致您(們)的損失或損害毋須承擔任何責任。特別是但不限於，本行對任何交易對手、託管人、附屬託管人、專業顧問、經紀、交易商或代理人的償付能力不作保證。

6. **責任及保證**

6.1 儘管可能已被本行合理地預見，本行因疏忽或失責而需對您(們)承擔的責任將不包括任何間接非直接、相關或懲罰性的損害、支出、損失或成本及任何利潤的賠償。

6.2 您(們)向本行陳述與保證(此等陳述與保證將被視作於根據協議而進行的交易的當天由您(們)重新作出)：-

- (i) 您(們)有充分的權力及授權執行及交付協議及其他任何有關之文件及履行協議下的義務及每項交易，並且已採取一切必要的步驟授權上述各項的執行、交付及履行；
- (ii) 任何上述條文提及的執行、交付及履行將不會違反或違背任何適用於或影響您(們)或您(們)資產的法律、憲制性文件或任何押記、信託契據、合約或其他文件或合約規限；或與上述各項有所衝突；或迫使您(們)的資產產生了留置權、擔保權益或產權負擔；
- (iii) 協議下的義務對您(們)構成合法、有效及具約束力的義務並可按其條款付諸執行；
- (iv) 您(們)就協議需取得的所有政府、監管機構及其他方面的准許、同意及批准已取得並維持全面有效。所有上述准許、同意及批准的全部條件亦已經遵守或符合；

- (v) 您(們)將遵從適用法律；
- (vi) 您(們)須即時提供(或竭盡所能地提供)予本行所須的相關資料及協助以便本行可履行及遵守協議下的任何義務；及
- (vii) 倘若銀行帳戶是客戶帳戶時，您(們)設置內部監控去確認潛在客戶的身分及有有效的制度及控制對將存放於並已混合於戶口內的款項再分配予背後的個別客戶。另外，您(們)對用於開立銀行帳戶及存入銀行帳戶的款項的來源有確切的了解並確認其來源是合法的。

6.3 您(們)保證及承諾按本行的要求追認及確認任何本行真誠地履行本條款及細則的義務時所合法地作出或引致作出的行為、契據、事項或作為。

6.4 除非由於本行的重大疏忽、故意失責或欺詐，您(們)承諾充分及有效地彌償本行們、業務代理及僱員因您(們)違反本條款及細則的任何條文而承受或產生的一切損失、損害、費用、收費、責任及支出。

7. 終止及暫停

7.1 受限於適受法律及於不影響本條款及細則其他條文的一般性的情況下，本行可絕對酌情於任何時候終止一個或多個或全部銀行帳戶及/或一項或多項或全部銀行服務，惟須給予您(們)不少於 30 天的事先書面通知。上述的終止將不影響其他任何一個或多個銀行帳戶的運作及/或銀行服務的使用。

7.2 若依本行的合理看法認為有關銀行帳戶或銀行服務可能被操作或用作刑事或其他非法活動，本行可毋須發出事先通知而即時終止有關銀行帳戶或銀行服務。

7.3 倘若出現下列任何一項或多項下列事項時，本行有權暫停銀行帳戶及/或銀行服務：-

- (i) 本行得悉銀行帳戶的操作、保持或結清出現異常情況(不論是實際或推定)；或
- (ii) 本行收到由您(們)或授權人員發出的不一致的指示。

7.4 本行根據本第 7 條條款終止或暫停銀行帳戶及/或銀行服務：-

- (i) 不影響任何已完成或發動的交易及任何或所有於終止或暫停時仍未完成的交易將會被繼續完成、交收及交付；
- (ii) 不影響任何已產生的權利、已存在的承諾或責任或其他任何擬於終止協議後仍然生效的條文；及
- (iii) 您(們)除必須繳付下列各項外，並無任何罰款或附加費：-
 - (a) 任何協議下仍未繳清的款項及收費；
 - (b) 任何於協議項下由本行墊支及由您(們)支付的費用；
 - (c) 本行於終止協議時代您(們)墊支的額外支出；及
 - (d) 任何因了結銀行帳戶及/或銀行服務項下仍未履行的義務而引起的損失或損害。

7.5 您(們)可事先向本行發出有關的書面通知，並且按本行不時規定的方式及形式以終止任何銀行帳戶及/或銀行服務，惟須繳付本行規定收取的任何手續費或費用。有關終止生效後，尚存銀行帳戶及/或銀行服務的使用將受本條款及細則的規管，仍然維持運作或可用。

7.6 當本行指定的有開立銀行帳戶或使用銀行服務的手續或程序仍未完成或仍未能提供要求的文件，銀行帳戶的運作或銀行服務的使用將被暫停直至所有手續及程序完成及已提供要求的文件為止。此外，除得我們同意外，存放於銀行帳戶或銀行服務項下或已繳付的款項將不得提取、撥轉或作其他形式的處理。

8. 留置權抵銷及併合

8.1 除我們根據法律有權享有的一般銀行留置權、抵銷或類似的權利外及在不影響上述各項權利的前提下，我們可以為其本身及作為聯營公司代理人，在毋須事先給予您(們)通知或知會的情況下：-

- (i) 結合或併合您(們)在我們或聯營公司內開立的不論是個人或聯名的全部戶口，包括銀行帳戶或

其他任何類型的戶口。我們可以在毋須將予您(們)事先通知或知會的情況下，將任何此等戶口的任何證券、款項或其他資產抵銷或轉讓，用以解除您(們)對我們及/或任何聯營公司拖欠或未了結的債務、義務或責任，不論此等債務、義務或責任是實有或或然、主要或附屬、有抵押或無抵押、共同或分別的；及

- (ii) 倘若您(們)有任何款項到期而未付，留存所有或任何存放於或由我們及/或聯營公司以其他方式代您(們)或以您(們)名義持有的證券、貴重物品或任何其他資產或財產，不論上述證券、貴重物品或其他資產或財產是屬於保管或其他性質。同時，我們可將上述證券、貴重物品或其他資產或財產或其任何部份以我們決定的價格及方式出售。以此為目的，我們可絕對酌情聘用代理或經紀並可將所得款項於扣除我們所有費用及支出後，用以解除或抵銷協議下的任何或所有欠款或未了結的責任或義務。

- 8.2 我們獲授權於任何時候毋須通知您(們)及絕對酌情將銀行帳戶內或銀行服務項下的款項以任何合法途徑按記項當天的兌換率兌換成任何貨幣以達到抵銷或轉讓的目的。

9. 全額付款

- 9.1 協議項下由您(們)支付予我們的任何款項必須以港幣支付或我們可不時扣除任何現時或將來之稅項、徵費、收費、費用或扣款及沒有進行任何抵銷、反索償或扣減。

10. 費用收費佣金及利息

- 10.1 我們有權就您(們)操作、保持或結清任何銀行帳戶或提供任何銀行服務予您(們)而按照我們不時公佈的費用、收費及/或佣金表收取或徵收任何費用、收費及/或佣金。惟我們有權於給予您(們)不少於 30 天的事先書面通知後，修改、修訂或更改費率或計算基準。您(們)可向我們要求取得上述的費用、收費及/或佣金表。任何須由您(們)繳付的費用、收費及/或佣金需於我們作出付款要求時即時支付予我們。
- 10.2 您(們)同意按我們不時規定的利率，支付我們的款項所衍生的利息。利息由款項到期支付日起計算直至實際付款日為止(裁決前及後)及按實際天數按照我們現時實務就有關幣別除以 360 或 365 日。

11. 結單及確認書

- 11.1 您(們)有義務審閱及核對我們就協議項下任何交易及/或其他附帶事項發出的任何通知書、結單或確認書上的每項記項之準確性。倘若您(們)認為任何記項存在錯誤、異常及/或未經授權的情況，您(們)必須立即以書面通知我們。除非我們在列載有關記項的通知書、結單或確認書發出之日期起計 90 天內實際上收到對上述記項的正確、正常或授權提出異議的書面通知，否則所有顯示於此等通知書、結單或確認書上的記項均被視作及被認為真實、正確、正常及已獲恰當授權。
- 11.2 上述第 11.1 條分條款的規定並不影響或損害您(們)就下列事項對我們提出追索的權利：-
 - (i) 由於任何第三者偽冒或詐騙而引致的未經授權的交易，而我們對該等交易未能採取合理謹慎及合理技巧加以識破；
 - (ii) 由於我們的任何僱員或代理人偽冒或詐騙而引致的未經授權的交易；或
 - (iii) 由於我們或我們任何僱員或代理人重大疏忽或故意失責而引致的其他未經授權的交易。

12. 終局性證據

- 12.1 除非存在明顯的偏差，由我們保存有關於銀行帳戶及/或銀行服務的帳冊及紀錄(包括但不限於錄音帶及由我們員工或代理與您(們)交往期間手寫的記錄、資料或數據)均對您(們)具絕對約束力及會於所有法庭及其他所有作為中，成為終局性的證據。

13. 聯名合夥人帳戶及其他

- 13.1 本第 13 條條款只適用於銀行帳戶持有人多於一個人的情況，例如聯名帳戶持有人或聯名銀行服務使用者、信託人或遺產代理人。

13.2 您(們)須共同及分別地承擔所有協議項下或您(們)與我們之間的業務往來所產生的所有或任何義務或責任。

13.3 除非我們與您(們)另有書面協議：-

- (i) 每一個聯名銀行帳戶持有人或聯名銀行服務使用者均有單一及全面權力於毋須通知其他聯名銀行帳戶持有人或銀行服務使用者的情況下與我們進行業務，猶如銀行帳戶只是一個單名銀行帳戶或銀行服務使用者只包括一位人士一樣(視情況而定)；
- (ii) 任何一個聯名銀行帳戶持有人或聯名銀行服務使用者均可有效地及最終地解除我們於協議項下的義務；及
- (iii) 任何我們送達其中一名聯名銀行帳戶持有人或聯名銀行服務使用者的通知、要求或通訊均會被視作送達予全部銀行帳戶持有人或全部銀行服務使用者。

13.4 協議不會因任何一名聯名銀行帳戶持有人或一名聯名銀行服務使用者去世而終止，並對其他在世的聯名銀行帳戶持有人或聯名銀行服務使用者仍具約束力。並且，我們會視該在世的銀行帳戶持有人或銀行服務使用者是協議下僅有的當事人。為免生疑問，協議下各當事人聲明及同意，於聯名銀行帳戶持有人或聯名銀行服務使用者身故後，銀行帳戶或銀行服務的一切的權利及權益按照生存者取得權的規則施行並歸賦於銀行帳戶或銀行服務的生存者。本第 13.4 條分條款不適用於合夥帳戶。

13.5 儘管上述條文，我們保留下列各項權利：-

- (i) 於採取任何協議項下的行動前，向所有或於多於一位的聯名銀行帳戶持有人或聯名銀行服務使用者尋求共同指示；及
- (ii) 倘若本行接到其中一名聯名銀行帳戶持有人或一名聯名銀行服務使用者的指示或指令與其他指示或指令有衝突及不一致，本行有權通知一個或多個聯名銀行帳戶持有人或聯名銀行服務使用者此等衝突及不一致的指示或指令及/或不執行有關指示或指令直至本行收到認為令人滿意的進一步指示或指令為止。

13.6 倘若屬合夥人，以下的條文將適用：-

- (i) 您(們)的合夥協議(如有)不會對本行構成任何約束力。除非本行與您(們)另有協議，合夥帳戶的操作、保持或結清或由合夥企業使用的銀行服務將受本條款及細則全面的約束；
- (ii) 所有合夥人不論是一般、特別或限責合夥人將共同及分別地承擔其於協議項下的責任及/或義務；
- (iii) 除非本行收到實際的組織變更通知，即使合夥人的組成有任何變動，其餘合夥人仍可繼續處理銀行帳戶或銀行服務；及
- (iv) 除非本行與您(們)另有協議，您(們)於組織變更時，將向本行提供新的帳戶指令及開立新戶口。

14. **保密及外判**

14.1 本行應對涉及銀行帳戶或銀行服務的所有資料予以保密，但可在未經您(們)同意或未通知您(們)的情況下，將任何該等資料(不論是個人資料或其他)提供給監管機構或執法機構以遵守其關於資料方面適用法律，又或可不時提供給本行的其他分行及/或聯營公司以便其向您(們)提供銀行服務。

14.2 就關於收集、轉輸及處理本行的客戶或其授權人員之個人資料而言，本行受香港規管私人資料使用的《個人資料(私隱)條例》(第 486 章)的約束。另外，本行的「關於《個人資料(私隱)條例》(「《條例》」)及《個人信貸資料實務守則》(「《守則》」)的通告」(下稱「該通告」)已載列於本條款及細則之第三部份，您(們)同意受該通告的條款約束。

14.3 在受所有適用法律規管的前提下，本行有權在毋須給予您(們)進一步通知的情況下，按本行認為恰當的方式將協議項下的本行的職能外判或委託予聯營公司或業務代理，以便其執行上述職能(前提是本行維持有關外判活動之最終責任)。

15. 利益衝突及披露

- 15.1 本行及/或聯營公司與您(們)可能會直接或間接在本條款及細則項下擬議的交易中，有利益、關係、安排或責任上的衝突(下稱「重大利益」)。本行會採取一切合理步驟，並根據所有適用法律令您(們)於任何該等交易中得到公平的對待。
- 15.2 儘管存在重大利益，您(們)同意本行有權(但非必要)在受所有適用法律規管的前提下為您(們)就交易或銀行服務提供意見或提議或進行交易，又或以您(們)的代理人身份行事或提供其他服務，而於法律容許的最大範圍內，我本行毋須向您(們)披露由上述交易或銀行服務而產生的利益。
- 15.3 在受所有適用法律規管的前提下，本行除須向您(們)通知所收取的有關收費或佣金外，毋須向您(們)解釋或披露本行在交易或服務上收取的任何利益、佣金或報酬(不論從您(們)身上或因重大利益或其他方面獲得)。

16. 收賬

- 16.1 本行有權聘用催收代理人以收取您(們)在協議下到期未付的任何款項。您(們)同意並確認已被忠告，您(們)須以全額賠償基準賠償本行在聘用催收代理人時所合理地產生的全部收費、費用及開支。

17. 不可抗力

- 17.1 本行會竭盡所能地並及時地去履行責任或義務，但倘若本行由於超越本行合理控制範疇的原因，包括但不限於通訊、系統或電腦故障、市場失效、暫停、失效或關閉、或任何法律或政府或其他監管要求的實施或改變(包括釋義的更改)而只能部份地或不能履行責任，則本行毋須對此承擔責任，亦毋須對您(們)因上述原因而遭受的損失或損害負責。

18. 修訂

- 18.1 您(們)同意及接受於適用法律規管的前提下，本行可於任何時候給予您不少於 30 天的事先書面通知的情況下或通過張貼有關書面通知於本行營業地點的顯眼處或其他本行酌情認為合適的方式，單方面修改、修訂、刪除、撤回或更改本條款及細則的條文。

19. 通知

- 19.1 本行就任何根據協議由本行發出的通知或付款要求可以郵遞、專人送遞、電郵或圖文傳真方式送達。如以郵遞方式發出，則於投寄翌日已視作有效地送達(儘管其後該郵件由於未能送達而被退回)；如以專人送遞、電郵或圖文傳真方式發出予您(們)、您(們)的法律代表或遺產代理人於本行記錄所載及最後所知的地址、電郵地址或傳真號碼，則在該專人送遞、電郵或圖文傳真派發或發出當日已被視為有效地送達。
- 19.2 您(們)或您(們)的法律代表或遺產代理人發出或提出的通知可採用郵遞、專人送遞或圖文傳真方式將其送達至本行註冊地址或主要營業地址。除非及直至本行實際上收到該郵遞、專人送遞或圖文傳真，否則不會被視為有效送達。

20. 資料轉變

- 20.1 本行及您(們)承諾，倘若根據協議項下所提供之資料有任何重大變動，將通知對方。特別是，您(們)及我們同意：-
- (i) 倘本行業務出現任何重大變動，而該等變動可能影響本行向您(們)提供之銀行服務，則本行將會通知您(們)有關變動；及
 - (ii) 您(們)將通知本行有關姓名、地址、稅務身份、詳細資料及其他資料之任何變動，並按本行合理之要求提供支持文件以茲證明。

21. 貨幣風險

- 21.1 對於本條款及細則項下以港幣以外的貨幣進行之擬議交易，您(們)承認由於匯率的波動，此等業務有可能導致盈虧，該等盈虧須全部由您(們)承擔。

22. 爭議

- 22.1 倘若本條款及細則的中英兩種語言版本之間存在差異，您(們)和本行均同意以英文版本為準。

23. 一般規定

- 23.1 在提供銀行服務或進行交易的過程中，本行或業務代理可能需要(但非必要)以錄音記錄您(們)的口頭指示及/或您(們)與本行或本行代理人在該銀行服務或交易過程中的任何對話。
- 23.2 本行有權將已經縮微攝影/掃描的任何與銀行帳戶或銀行服務有關的文件銷毀，並可在本行認為適當的一段時間後銷毀縮微膠卷/掃描紀錄。
- 23.3 倘若發現協議項下向本行發出關於銀行服務指示所需的身分證明文件、法團印章或圖章已經遺失，您(們)須立即以書面通知本行。本行對於任何在未收到該通知前憑該等文件或法團印章/圖章支付的款項或進行的交易毋須承擔任何責任。
- 23.4 當您(們)多於一個人時，協議項下的陳述、保證、承諾及彌償將被視作分別及共同地作出。
- 23.5 本行不行使或執行或遲延行使或執行協議下的任何權利、補救方法、權力或特權不應視為放棄有關權利、補救方法、權力或特權。單一地或部份地行使或執行不應視為放棄有關權利、補救方法、權力或特權。單一地或部份地行使或執行有關權利、補救方法、權力或特權應不排除進一步行使或執行或以任何其他方式行使或執行任何其他有關權利、補救方法、權力或特權。協議賦予本行的權利、補救方法、權力和特權是累加的，將不會取代法律或本行持有的其他文件所賦予本行的權利、補救方法、權力或特權。
- 23.6 協議對當事人及其承繼人及其容許的受讓人均具約束力，有關承繼人及容許的受讓人均享有協議項下的權益。
- 23.7 您(們)不可轉讓任何協議下的權利、權益、權力、義務或責任。
- 23.8 本行可以隨時轉讓協議項下的所有或部份權利、權益、權力、義務或責任，而受讓人應有與本行相同的權利、權益或權力及對您(們)承擔與本行同樣的義務或責任，猶如受讓人是協議的當事人一樣。您(們)通過本第 23.8 條分條款放棄及寬免質疑此等轉讓的有效性的權利。
- 23.9 倘若協議的某些條文於任何司法管轄區被禁止或變成不合法、失效、無效或在法律上不能執行，此等條文於其他司法管轄區的合法性、有效性或可執行性及協議的其他條文的合法性、有效性或可執行性將不受影響。
- 23.10 就您(們)履行協議下的任何或所有責任及義務而言，時間於各方面均為協議的要素。
- 23.11 本行保留不時更改或修訂關於銀行帳戶之利率的權利，有關的更改內容將會在我們的營業地點張貼發布。

24. 稅務身份

- 24.1 您(們)謹此核證您(們)並非美國公民；亦非美國居民；亦非美國聯邦入息稅務為目的屬於美國居民。您(們)亦非一所根據美國或其州份或其政治分支(包括哥倫比亞特區或任何其他美國州份)的法律成立或組成的可課稅法團或合夥公司。您(們)謹此同意本行或任何聯營公司於必要時分享您(們)的資料及訊息予本地及海外監管、稅務或其他主管當局以確立您(們)於任何司法管轄區的稅務責任。當本地及海外監管機構或稅局要求時，您(們)確認及同意本行或任何聯營公司可應本地及海外監管、稅務或其他主

管當局的不時要求，並根據所有適用法律、規則、規例及指引，包括但不限於，《海外帳戶稅收合規法案》，從您(們)的銀行帳戶中預扣款項。您(們)謹此承諾即時以書面通知本行或任何聯營公司上述稅務身份的任何變動。

25. 遵守 AEOI

- 25.1 您(們)須在要求時向本行提供關於您(們)及其實益擁有人的文件或其他資料，以使本行遵循及履行包括但不限於 AEOI 的適用法律及規則的要求及責任。您(們)特此同意，為遵守 AEOI 及其他適用法例，本行可以收集、儲存及處理從您(們)或因本協議及/或您(們)之交易而獲得的資料，同時同意本行向香港、美國及/或其他司法權區之政府機構披露資料。在法律允許的範圍內，您(們)特此豁免任何會妨礙本行遵守 AEOI 及其他適用法例的任何司法權區的資料保障、私隱、銀行保密或其他法例或規例的任何條文及/或任何保密協議、安排或諒解條款。您(們)確認這可以包括傳送資料予一些在資料保障、資料私隱或銀行保密法例方面並不嚴格的司法權區。您(們)須確保，您(們)或任何其他代表因本協議或您(們)之交易而向本行披露關於第三者的資料時，該第三者已獲提供該等資訊，並已經給予該等同意或豁免，使本行可以按本條款所述收集、儲存及處理該第三者的資料。
- 25.2 (a) 在本行要求時，您(們)須向本行確認 (i) 您(們)是否有權在收受款項時免受任何 AEOI 規定的扣減或預扣(“AEOI 豁免人士”); (ii) 為本行遵守 AEOI 之目的，在本行合理地要求時，向本行提供關於您(們)在 AEOI 的身份的表格、文件及其他資料(包括其適用轉付率或美國稅務條例或包括跨政府協議的其他官方指引所要求的其他資料)。
- (b) 如按上述，您(們)向我們確認您(們)是 AEOI 豁免人士，而之後您(們)發現您(們)並非或已不再是 AEOI 豁免人士，您(們)須盡快通知本行。
- (c) 如您(們)沒有按上述(a)段(為免生疑，如(b)段適用，包括(b)段)向我們確認其身份或提供表格、文件及其他資料，則：
- (i) 如您(們)沒有確認您(們)是否(及/或保持)AEOI 豁免人士，您(們)將不被視為 AEOI 豁免人士;及
- (ii) 如您(們)沒有確認其適用轉付率，您(們)的適用轉付率將被視為 100%，直至您(們)向提供所需確認、表格、文件或其他資料。
- 25.3 如本行需按 AEOI 或法例要求在付予您(們)的款項中預扣或扣減任何 AEOI 預扣稅(包括因沒繳交或延遲繳交該等稅項而引起之懲罰或利息)，本行可扣減該等稅項，而無需增加任何付予您(們)的款項。在本協議所有目的下，您(們)皆被視為已全數收到該款項，沒有扣減或預扣。在本行合理地要求時，您(們)須向本行提供該等額外資料，以決定該款項需要扣減或預扣金額。

26. 電話理財服務

- 26.1 本行將不時訂定電話理財服務的範圍及細節，並可隨時及不時更改或增減有關服務而毋須事先通知。如本行認為有必要發出通知，通知形式包括但不限於直接郵遞、廣告或於張貼通告。
- 26.2 本行獲授權執行每名電話理財服務的指定使用人發出的電話指示(「電話指示」)，每名電話理財服務的指定使用人同意：
- (a) 本行獲授權執行相信是電話理財服務的指定使用人的電話指示，對於本行憑誠信而執行未經授權人士的電話指示，本行將毋須承擔任何責任。此外，對於報稱以電話理財服務的指定使用人名義而發出電話指示的人士的身分，本行亦無責任進行鑑別。
- (b) 電話理財服務的指定使用人應確保其帳戶內已有足夠款項或已有預先安排的信用貸款以進行其電話指示或其他指示，如因款項不足及/或信用貸款不足以致無法執行該指示，本行對於因此而引起的一切後果，概不負責。如本行有鑑於款項/信用貸款不足但仍決定執行該指示者，本行可在事前未經電話理財服務的指定使用人批准或未通知的情況下，依然按指示辦事，惟電話理財服務的指定使用人得負責由此而引起的透支、墊支或信貸。
- (c) 凡本行根據電話指示而作出的任何匯率或利率報價，均屬參考性質，除非本行確認該報價乃作為交易用途，否則本行毋須按該報價交易。如使用電話理財服務的指定使用人接納該確認匯率或利率，則須按該確認報價交易;儘管本行可能在同一時間透過其他途徑作出不同的匯率或利率

報價，電話理財服務的指定使用人亦不能要求按其他報價交易。

- (d) 對於無論全部或部分由於本行無法控制的情況，包括儀器失靈或故障而導致本行不能執行電話理財服務的指定使用人的電話指示，本行概不負責。無論任何情況下，電話理財服務的指定使用人因本行執行或未有執行其電話指示而引致或與此有關的任何間接損失或因此而引起的損失，本行亦概不負責。
- (e) 除因本行蓄意違約外，電話理財服務的指定使用人得負責賠償本行隨時可能面對或引起的一切法律行動、訴訟、索償、損失、損毀、費用及開支或因此而蒙受的損失，無論此等行為是直接或間接源自或關乎本行接納電話指示及執行或未有執行該等指示，此等責任在電話理財服務或透過電話理財服務操作的任何帳戶或銀行服務終止後仍然生效。
- (f) 電話理財服務的指定使用人按一般條款及細則發出電話指示的權利，無論何時均須視本行的決定而定，本行並得隨時撤銷此項權利而毋須事先通知電話理財服務的指定使用人。
- (g) 所有電話理財服務的指定使用人均獲授權可獨立使用電話理財服務，而毋須理會帳戶所規定的簽署安排。
- (h) 您(們)應將本行根據電話理財服務的指定使用人的電話指示執行的交易詳情通知帳戶的持有人。本行將不負責代電話理財服務的指定使用人或任何人士發出此等通知。
- (i) 就有關帳戶的電話理財服務的指定使用人如超過一人，按本文所載條款規定: (i) 每名電話理財服務的指定使用人的債務及責任均屬共同及個別承擔; (ii) 有關電話理財服務的指定使用人的提述，按文義所需，應視為對每名電話理財服務的指定使用人的提述，(iii) 每名電話理財服務的指定使用人均受約束，不管任何其他擬受本條款及細則約束的電話理財服務的指定使用人或人士並不受約束; (iv) 本行有權與個別電話理財服務的指定使用人獨立處理任何事宜，包括任何程度上的債務解除，而不影響其他電話理財服務的指定使用人的債務。
- (j) 電話理財服務的指定使用人明白及承認電話指示可能因系統的限制或本行運作程序的影響而未必能夠即時或即日處理。電話理財服務的指定使用人同意本行毋須因於較後時間才執行有關的電話指示而向電話理財服務的指定使用人或任何其他人士負上任何責任。本行可自行決定執行上述電話指示的時間，而該等決定將為最終決定並對電話理財服務的指定使用人具有約束力。

26.3 本行的權利

- (a) 本行保留權利，在本行認為適當時可全權決定就此電話理財服務不時徵收服務費及/或其他收費。
- (b) 無論是否有原因及是否給予通知，本行保留隨時暫停或終止電話理財服務的權利。

26.4 其他適用條款

- (a) 除非本行另行通知，否則一切規管電話理財服務下的相關帳戶與服務及產品，或電話理財服務以其他方式包含的相關戶口、服務及產品的協議和條款，均隨時及不時繼續適用。若此等協議和條款與本第 26 條有任何差異，均以第 26 條所載條款為準。

27. 適用法律及司法管轄權

- 27.1 協議各方面均受香港法律管轄並按香港法律解釋。協議各方當事人不可撤銷地接受香港法院的非專屬管轄權所管轄，但本行有權在本行選擇的其他有司法管轄權的法院強制執行協議。

第二部份 一般銀行服務特定條文

本特定條文須與第一部份之一般銀行服務一般條文一併閱讀。倘若該等條文與本條文存在差異，則以本第二部份的條文為準。

1. 代收

- 1.1 本行可絕對酌情拒絕或接受為您(們)代收或交換票據。倘若本行接受為您(們)代收票據，您(們)須支付本行規定的代收費用及開支。
- 1.2 如有下列情況，本行可酌情拒絕接受為您(們)代收或交換票據：-
 - (i) 儘管有背書，收款人名稱與您(們)的名稱不符；
 - (ii) 倘若帳戶為聯名帳戶，收款人名稱並非包括所有帳戶持有人；或
 - (iii) 其他合理原因。
- 1.3 任何於本行絕對酌情規定的截數時間後才存入的交換票據將於緊接的營業日始行入帳。倘若交換票據於截數時間前存入，利息(如有)將於當天項記，倘若截數時間後才存入，則利息於緊接的營業日累算。倘若提出交換的票據不獲兌現，利息將會隨即予以沖回。

2. 月結單儲蓄帳戶

- 2.1 您(們)可於本行開立本行規定的幣別之月結單儲蓄帳戶。
- 2.2 月結單儲蓄帳戶利息按我們不時規定的利率，根據每日結餘額並按本行不時規定的相隔時段計算。您(們)應得的利息每半年入帳一次，或按本行不時規定的其他基準入帳。
- 2.3 月結單將於每月或由本行指定的相隔時段按記錄所指示的通訊地址寄發予您(們)。倘若無記項，則不會寄出月結單。
- 2.4 月結單儲蓄帳戶不能用支票提取，本行亦不會簽發存摺簿予您(們)以作交易之用。

3. 往來帳戶

- 3.1 您(們)可於本行開立本行規定的幣別之往來帳戶。
- 3.2 除非本行與您(們)另有書面協議，否則往來帳戶的結餘並無利息。
- 3.3 如本行給予您(們)臨時透支，您(們)承諾將透支全數連同按本行規定的利率計算的利息償還予我們。
- 3.4 您(們)於本行開立往來帳戶時，需於您(們)首次存入規定金額後，方獲發給一本支票簿。您(們)必須時刻將支票簿妥為保存，如有需要，應予鎖藏，以免被未經授權人士盜取。
- 3.5 在申領支票簿時，您(們)須先行填妥並簽署支票簿申請表，遞交本行或以本行指定的其他方式申領。本行可酌情拒絕支票簿。除非本行與您(們)另有協議，本行將按紀錄所示的通訊地址以郵寄方式或其他本行絕對酌情決定的方式，將新支票簿送交您(們)(另有協議者除外)。如因任何遞送方式而引致任何延誤或遺失，本行毋須承擔任何責任。
- 3.6 您(們)在收到新支票簿後，應在使用前核對支票上印示的序列號碼、戶口編號及於支票簿上載印的您(們)的姓名，並核對支票數目。如存在異常的情況，應立即通知我們。
- 3.7 支票須以由本行指定的形式根據本行規定的條款及細則簽發並且只適用於指定的帳戶。
- 3.8 倘若您(們)已簽署的支票或支票簿遺失、被竊或丟失，應立即以書面通知本行。

- 3.9 倘若您(們)以郵寄或其他方式送發支票，請刪去「或持票人」等字樣，支票亦應加上劃線。
- 3.10 您(們)在簽發支票時需要小心謹慎以確保其準確及正確性，並同意不使您(們)簽發的支票有機會被人塗改或作出詐騙或偽冒行為。特別是，但不限於：-
- (i) 在簽發支票時，金額大寫及數字須在票面適當位置清楚填寫，並應緊貼左方位置，使其難以加插文字或數字；
 - (ii) 在大寫之後應加「正」字結尾，數字只能用阿拉伯數字填寫；及
 - (iii) 所有支票必須以不能擦掉的深色墨水或原子筆以中文或英文填寫或者以印表機或支票機打印，支票的簽名必須與我們記錄內的帳戶指令相同。
- 3.11 您(們)同意及確認：-
- (i) 由您(們)所開出並已付款的支票，在以電子或其他我們決定之形式予以記錄後，可由代收銀行或香港銀行同業結算有限公司(下稱「結算公司」)保留，保留期為與有關貨幣的結算所操作有關的規則所列明的期間，而在該期間之後，代收銀行或結算公司可銷毀該等支票(視屬何情況而定)；及
 - (ii) 本行獲授權按照上述第 3.11(i)條分條款與包括代收銀行及結算公司訂立合約。
- 3.12 支票如有塗改或增添，必須由發票人全簽證實。您(們)同意及確認倘若支票上有不易通過合理謹慎而察覺的塗改或增添而引致任何損失，本行毋須對此承擔責任。
- 3.13 任何於往來戶口內未有足夠或已結算的款項情況下簽署的支票將不會被支付。任何不按存放於本行的帳戶指令簽署、不完全填妥、有技術性錯誤、塗改而未有簽名確認、破損、未到期或過期的支票均不會被支付。您(們)需支付因上述各項原因不被支付的支票的手續費，有關的行政費將借記您(們)的往來戶口及由您(們)承擔。
- 3.14 您(們)只能在支票未支付之前，以清晰的書面指示通知本行，並清楚說明有關支票的號碼，方能止付支票。倘若您(們)：-
- (i) 除支票號碼外，尚能提供其他資料，本行毋須確保該等其他資料與憑號碼辨認的有關支票的資料相符；及
 - (ii) 如您(們)只能提供有關支票的其他資料而非有關支票的號碼，本行毋須採取任何行動止付有關支票。惟本行可酌情執行該止付命令，但毋須就此產生的任何後果承擔責任。
- 3.15 倘若本行無法鑑定止付支票命令的真偽，本行有權毋須採取任何行動。儘管如此，本行可酌情執行本行真誠地相信是由您(們)發出的命令，而即使該命令為不正確、虛假或不清楚，本行亦毋須就此承擔任何責任。

4. 定期存款

- 4.1 您(們)可於本行開立本行規定的幣別之定期存款帳戶。
- 4.2 定期利息將計至定期存款到期日的前一日止，並在到期日支付。存期屆滿時，定期存款可供提取或加入本金續存。在每次提取定期存款或續存時，您(們)會獲通知累計利息及預扣稅項(如適用)的詳細資料及/或細目分類。
- 4.3 定期存款戶口於您(們)存入首筆定期存款時開立。您(們)可存放本行備有的貨幣的定期存款，並須按照我們不時規定的最低開戶存款額及存款期限存款。
- 4.4 於您(們)要求時，本行可酌情在存款到期日前付還存款予您(們)。在此情況下：-
- (i) 本行有權毋須支付該存款的任何利息；
 - (ii) 本行可將您(們)因中途終止存款而令我們須就該存款的餘下存款期向資金市場另行拆入款項所涉的手續費及額外費用(如適用)從付還予您(們)的總款項中扣除；及
 - (iii) 本行可將任何已付予您(們)的利息及已付予政府的稅項(如有)從本金中扣除，餘款始付還您(們)。

- 4.5 您(們)提取任何存放於本行的定期存款時，本行有權(但非必要)要求您(們)出示並向本行交回有關的存款確認書、存款收據或存款證明書。
- 4.6 如到期日並非為營業日，存款將於緊接的營業日付還。如據此延長的存款期超出本行所接受的或被規定的最長期限，存款將於該非營業日前的最後一個營業日付還。
- 4.7 所有存款、續存或提款，均須依照本行為該等存款不時訂定的交易日期及時間辦理。
- 4.8 有關存款到期處理方法的指示或指令及修訂指示必須清楚及毫不含糊，並最遲須於到期日的前一個營業日送達本行。倘若您(們)已作出存款到期自動續存指示，續存利率將採用由本行絕對酌情決定的於到期日當天的特定時間的利率。
- 4.9 如本行在到期日仍未收到處理方法的指示，則到期日及該日以後的利息只按本金金額累計。利息則按本行不時規定的儲蓄存款利率計算，應付的利息只會在收到指示後方會存入有關定期存款戶口。

5. 人民幣業務

- 5.1 本行可以為遵守人民銀行、金管局、任何清算行、任何中國代理行或任何其他監管或主管當局的規則及規例，採取一切所需的措施。如有需要，本行亦可以向清算行及監管或主管當局提供有關任何人民幣帳戶持有人的任何交易及帳戶資料。
- 5.2 本行有權不時規定僅適用於人民幣帳戶或服務的限制，並可不時修改及/或修訂適用於人民幣帳戶或服務的條款及細則。
- 5.3 您(們)確認及聲明，您(們)完全明白所有由監管或主管當局規定適用於人民幣帳戶或服務的規則及規例。您(們)同意所有人民幣帳戶或服務均受不時由監管或主管當局頒布的適用規則及規定之約束。
- 5.4 您(們)承認及明白，人民幣進出中國仍須受中國相關法規的限制，您(們)辦理人民幣業務時可能面對以下風險：-
- (i) 本行應注意其原持有人民幣資產或負債可能因法律之變更而導致須改以其他貨幣作為收、付的工具：-
- (a) 您(們)原持有之人民幣資產、負債或因交易而產生之給付義務均可能因法令之變更導致影響人民幣資金在市場的供需或交易之清算交割，雖我們業對原已受理之人民幣案件之後續作業，仍積極、盡力尋求其他解決管道及方式，但必要時有將依當時之市場匯率，改以其他幣別取代之可能性。
- (b) 授信戶辦理人民幣授信業務時，應考量貸款到期時本身人民幣資金之還款能力，若屆期無法以人民幣還款而須以其他外幣還款時，授信戶可能面臨匯兌風險。
- (c) 授信戶辦理人民幣授信業務，雖與本行於消費借貸契約中約明借款金額或額度，惟存在法律限制，致本行未能撥款時，授信戶將受有資金短缺之風險；如改以其他外幣撥款，授信戶可能因匯率波動而衍生匯差風險。
- (ii) 您(們)應充分了解人民幣進出中國時將受到當地法令限制，且當地之法律可能隨時變更。
- (iii) 辦理中國人民幣匯出及匯入者，若不符合中國的法律或監管要求，則人民幣資金不得任意進出中國。倘若您(們)將人民幣資金匯往中國，但因前述原因，導致人民幣匯款不能送達時，我們將協助辦理退匯，但其所需之郵電費及國外銀行收取之費用均由您(們)負擔，且直接自匯款金額中扣除。
- (iv) 授信戶辦理人民幣貸款如擬在中國使用，您(們)須先取得中國主管機關批准相關人民幣資金得在中國匯入及匯出，並遵守中國現行外債管理規定辦理外債登記，如因授信戶未依中國相關法令辦理，以致已撥付之人民幣無法匯往中國支應需求或遭退匯時，其所衍生之借款利息及相關費用均由授信戶自行負擔。

- (v) 您(們)應充分瞭解人民幣仍會受匯率波動之影響衍生其交易之風險。鑑於影響市場變動因素甚多，導致匯率波動幅度可能極大，您(們)從事人民幣相關交易，可能因市況起伏不定或特殊情事發生，導致您(們)之交易風險或評價損失。您(們)於從事該筆交易前，應考慮本身財務狀況及承受風險之能力，並充分了解該筆交易所涉財務、會計、稅制及相關法律規定及確保您(們)願意自行承受因進行交易所可能衍生之交易風險及損失。
- (vi) 非香港居民辦理人民幣開戶業務時，您(們)應確認未持有何種類之香港身分證始得辦理；如未來您(們)取得何種類之香港身分證時，應立即通知本行，本行將依香港居民相關人民幣業務規定繼續為您(們)提供服務。
- (vii) 香港居民辦理人民幣開戶業務時，您(們)應確認並未同時在香港其他銀行以非香港居民身分開立人民幣帳戶。
- (viii) 您(們)在辦理本項業務前應確認，已充分了解上述有關人民幣業務之條文及其潛在風險，且同意接受並願意自行承受因進行人民幣業務之相關交易所可能衍生之損失及費用。

6. 匯款

- 6.1 除非另有指示，所有匯出匯款將以付款國家的貨幣支付及進行。
- 6.2 如情況需要，您(們)同意，本行有權通過於任何地方的業務代理解付一筆匯出匯款；及我們對交割日不作任何保證(另有約定者除外)。交割日基於地域、當地電訊系統及匯款目的地的銀行實務而改變。
- 6.3 本行可能以明示的語言、編碼或密碼發送關於電報傳送的任何訊息而毋須就任何業務代理的任何失誤、誤解、疏忽或失責負責，因本行的欺詐行為或嚴重疏忽者除外。
- 6.4 於不損害上述條文一般性的情況下，本行並毋須因(i)延誤或錯誤付款或延誤或錯誤給予解付通知；及(ii)在傳輸時或其他情況下遺漏任何附言或訊息而承擔任何責任，因本行的欺詐行為或嚴重疏忽者除外。
- 6.5 除非得到本行的書面同意，任何匯款指示不得撤銷或修訂(不論全部或部份地)。倘若，本行同意修改或取消任何匯出款項，任何該等修改或取消的指示須按令本行滿意的格式由您(們)以書面提供。
- 6.6 本行毋須支付任何因取消已執行的匯出匯款而產生的退款，除非及直至本行由業務代理收到匯出的款項；及此等退款將於扣除本行或業務代理產生的收費、開支及成本後，退回予您(們)。
- 6.7 您(們)同意，本行及業務代理有權向您(們)收取由本行或業務代理不時決定的費用及收費。除非另有指示，所有香港以外產生的費用由受益人承擔。倘若，受益人未能支付任何此等費用，您(們)須根據本行及業務代理的要求，償付此等費用及收費。
- 6.8 您(們)同意，當執行您(們)的匯出匯款指示時，本行僅作為您(們)的匯款代理。本行無法控制業務代理的操作及其收取或徵取的費用及佣金。
- 6.9 除非及直至匯票被找丟失及您(們)已向本行提供令我們滿意的彌償，匯票的止付不會被接納。倘若本行接納匯票止付，本行將按本行的絕對酌情向您(們)徵收收費及費用。
- 6.10 在可提供及合適的情況下，您(們)會獲發附有預先印上匯票付款人代理人姓名及地址及經相關磁墨字符編碼的匯票。應您(們)要求在一處不提供預先印刷匯票的地方支付匯票，您(們)可能會獲發不設相關磁墨字符編碼的匯票，而您(們)應注意到該匯票的結算或託收時間一般將較經相關磁墨字符編碼的匯票為長。
- 6.11 於提供匯款服務時，本行須遵從適用法律。本行保留權利訂明其提供任何服務或接受任何指示或拒絕提供任何服務或執行任何指示所受限於的任何條款以確保其遵從適用法律。本行將只在(本行合理認為的)可能及合理範圍內按其一般業務常規及程序(不論是內部或其他方面的程序)提供服務或接受指示。

- 6.12 本行須遵從適用法律及特別是，但不限於規管及監察防止洗黑錢活動的法律。以此為目的，本行會採取或實施按本行絕對酌情權認為合適的任何行動或措施。此該行動或措施，包括但不限於，攔截及調查透過本行同意本行或任何聯營公司的系統向您(們)或由您(們)或代您(們)發出的任何付款訊息及其他訊息或通訊，並按我們絕對酌情認為合適的方式作進一步查詢。
- 6.13 匯款訊息可含有匯款人的個人資料(包括匯款人的地址、出生日期、身份證明文件號碼)以符合本行受限於的適用法律。受益人及付款銀行可獲准查閱或存取該等資料。此外，於法律容許的最大範圍內，該等資料可能提供了其他人士或主管當局。

第三部份

關於《個人資料（私隱）條例》（第 486 章）（「《條例》」）及 《個人信貸資料實務守則》（「《守則》」）的通告

1. 客戶及其他個人(包括但不限於銀行/金融服務及授信申請人、擔保人及為銀行授信提供擔保或保證的人士、企業客戶的要員、經理、股東及董事、及其他訂約方)(統稱「**資料當事人**」)在開立或維持賬戶、設立或延續銀行授信或要求國泰世華商業銀行股份有限公司，香港分行(下稱「**本行**」)提供銀行、金融或其它服務、或向本行及本行客戶提供物資及其它服務時，需要向本行提供有關的資料。
2. 如未能提供該等資料，可能會使本行無法開立或維持賬戶、提供或延續銀行授信、提供銀行、金融或其它服務，或使本行無法接受或繼續向本行及本行客戶提供物資及其它服務。
3. 在本行與資料當事人進行日常業務往來的過程中，本行亦會收集資料當事人的資料，例如：當資料當事人發出支票、存款、申請信貸、提供指示、或取用或在其它方面使用本行服務。
4. 資料當事人的資料可能會被用作下列用途：
 - 4.1 處理銀行、金融、及/或其它服務/授信的申請；
 - 4.2 由銀行提供或向銀行或其客戶提供的日常銀行、金融、及/或其它服務/授信或其運作（包括但不限於提供信用咭、扣賬咭服務及透過互聯網提供的服務）；
 - 4.3 向其它金融機構或其他人士提供資料當事人的銀行資信證明；
 - 4.4 向信貸資料服務機構提供相關資料；
 - 4.5 向信貸資料服務機構、信貸查詢機構或其他人士進行借貸及其它狀態審查（包括但不限於申請授信或就該授信進行定期或特別審查或續期，該審查或續期通常最少每年進行一次）及追收債務；
 - 4.6 協助其它金融機構進行信貸審查及追收債務；
 - 4.7 確保資料當事人維持良好信譽；
 - 4.8 建立及維持與本行信貸及風險相關的計分模型；
 - 4.9 在任何其它銀行、金融機構、認可信貸資料服務機構或信貸查詢機構要求下，向其提供資料當事人或其賬戶的狀況報告；
 - 4.10 研究及設計本行的銀行、金融、投資及保險服務或有關產品，以供資料當事人使用；
 - 4.11 推廣服務、產品及其他標的（詳情請參閱以下第六段）；
 - 4.12 確定對資料當事人應付的金額或向其應收的金額；
 - 4.13 履行財資管理職能；
 - 4.14 強制資料當事人履行其義務，包括但不限於向資料當事人追收欠債及向任何為資料當事人的債務提供抵押、擔保或其它信用支持的人士（統稱為「**信用支持提供者**」）追收欠款。
 - 4.15 幫助本行或本行的任何控股公司、子公司、關聯公司和/或它們的任何分行、辦事處或單位（不論是否位於中華人民共和國香港特別行政區（「**香港**」））（統稱為「**本集團**」，每一方稱為「**本集團成員**」）的實際或擬承繼人、或本行對資料當事人的權利及/或義務的實際或擬受讓人、承讓人、參與人或附屬參與人（包括但不限於實際或擬押記權人、實際或擬受讓人、或在本行對資料當事人的權利的其它擔保或抵押物的實際或擬接受方），或實際或建議購買本行全部或任何部分業務或股權的人士，就該繼任、轉讓、轉移、參與、附屬參與或購買（包括但不限於任何擔保或抵押物安排）下的交易進行評估；

- 4.16 銀行的日常業務用途，包括但不限於為本行提供行政及資料處理服務；
- 4.17 履行根據下列適用於本行或任何其他本集團成員或本行或任何其他本集團成員被期望遵守的就披露及使用資料的義務、規定或安排：
- (a) 不論於香港特別行政區境內或境外及不論目前或將來存在的對其具法律約束力或適用的任何法律；
 - (b) 不論於香港特別行政區境內或境外及不論目前或將來存在的任何法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會作出或發出的任何指引或指導；
 - (c) 本行或任何其他本集團成員因其位於或跟相關本地或外地的法律、監管、政府、稅務、執法或其他機關，或自律監管或行業組織或協會的司法管轄區有關的金融、商業、業務或其他利益或活動，而向該等本地或外地的法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會承擔或被彼等施加的任何目前或將來的合約或其他承諾；
- 4.18 遵守本集團為符合制裁或預防或偵測清洗黑錢、恐怖分子融資活動或其他非法活動的任何方案就於本行集團內共用資料及資訊及/或資料及資訊的任何其他使用而指定的任何義務、要求、政策、程序、措施或安排；
- 4.19 本行在提供任何特定服務或設施的用途；及
- 4.20 與上述任何事項有關的用途及本行可就所有或任何該等用途進行「核對程序」(按《條例》的定義) (不論是否對資料當事人採取任何不利行動) 或就任何或全部該等用途進行資料比較。
5. 本行將對所持有的資料當事人的資料保密，但本行可能會因上述第四段所列出的任何用途將該等資料提供予下列人士 (不論其是否位於香港)：
- 5.1 任何其他本集團成員；
 - 5.2 本行或任何其他本集團成員根據對本行或任何其他本集團成員具法律約束力或適用的任何法律規定，或根據及為符合任何法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會作出或發出的並期望本行或任何其他本集團成員遵守的任何指引或指導，或根據本行或任何其他本集團成員向本地或外地的法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會的任何合約或其他承諾 (以上不論於香港特別行政區境內或境外及不論目前或將來存在的)，而有義務或以其他方式被要求向其披露該等資料的任何人士；
 - 5.3 本行的專業顧問 (包括但不限於其核數師及法律顧問)；
 - 5.4 任何向本行提供與其業務運作有關的的行政、數據處理、電訊、電腦、付款、證券結算或其它服務(不論該服務是否於香港提供)的代理人、承包商或服務供應商或人士(不論其是否本集團成員) (包括但不限於信貸資料服務機構、評級機構、保險商或保險經紀、直接或間接的信用保障提供者及，在發生違約事件時，任何債務催收公司)。
 - 5.5 已承諾就該些信息保密的包括本集團成員在內的任何其他人士；
 - 5.6 參與並為了向資料當事人提供銀行服務或產品的任何代名人、受託人、共同受託人、中央證券存管處、註冊處、保管人、經紀、交易商或其他人士；
 - 5.7 資料當事人曾經或將會與其有交易往來的任何金融機構；
 - 5.8
 - (a) 本行或任何其他本集團成員的任何實際或擬繼承人；
 - (b) 第三方金融機構、承保人、信用卡公司、證券及投資服務供應商；
 - (c) 第三方獎賞、客戶或會員、合作品牌及優惠計畫供應商；
 - (d) 本行及本集團成員之合作品牌夥伴 (該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明)；
 - (e) 慈善或非牟利機構；及
 - (f) 就以上第 4.11 條列明的用途而被本行任用之第三方服務供應商 (包括但不限於寄件中心、電訊公司、電話促銷及直銷代理人、電話中心、資料處理公司及資訊科技公司)。

該等資料可能被轉移至香港境外。

- 5.9 任何本行對資料當事人的權利的實際或擬受讓人、參與人、附屬參與人或承讓人，包括但並不限於上述第 4.15 條提及的擔保/抵押物的實際或擬持有人、香港按揭證券有限公司（「**香港按揭公司**」）或其他依據與香港按揭公司就本行出售按揭或其它抵押品訂立的合約安排而有需要或有必要的人士，或任何跟據上述第 4.15 條提及的購買本行全部或任何部分業務或股份權益的人士；
- 5.10 香港或其它地方的訴訟、仲裁、調查、規管程序或步驟的範圍內所要求的任何人士；
- 5.11 支付予資料當事人支票的出票人的銀行，以向出票人確認該支票支付予資料當事人；
- 5.12 任何持有資料當事人同意的證明，要求本行提供有關資料當事人資料的人士；及
- 5.13 任何其他得到資料當事人書面同意的人士。

6. 在直接促銷中使用資料

本行擬把資料當事人資料用於直接促銷，而本行為該用途須獲得資料當事人同意（包括表示不反對）。就此，請注意：

- 6.1 本行可能把本行不時持有的資料當事人姓名、聯絡資料、產品及服務組合資料、交易模式及行為、財務背景及人口統計數據用於直接促銷；
- 6.2 可用作促銷下列類別的服務、產品及促銷標的：
 - (a) 財務、保險、信用卡、銀行及相關服務及產品；
 - (b) 獎賞、客戶或會員或優惠計劃及相關服務及產品；
 - (c) 本行合作品牌夥伴提供之服務及產品（該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明）；及
 - (d) 為慈善及/或非牟利用途的捐款及捐贈；
- 6.3 上述服務、產品及促銷標的可能由本行及/或下列各方提供或（就捐款及捐贈而言）徵求：
 - (a) 本集團成員；
 - (b) 第三方金融機構、承保人、信用卡公司、證券及投資服務供應商；
 - (c) 第三方獎賞、客戶或會員、合作品牌或優惠計劃供應商；
 - (d) 本行及本集團成員之合作品牌夥伴（該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明）；及
 - (e) 慈善或非牟利機構；
- 6.4 除由本行促銷上述服務、產品及促銷標的以外，本行亦擬將以上第 6.1 段所述的資料提供予以上第 6.3 段所述的全部或任何人士，以供該等人士在促銷該等服務、產品及促銷標的中使用，而本行為此用途須獲得資料當事人書面同意（包括表示不反對）；
- 6.5 本行可能因如以上第 6.4 段所述將資料提供予其他人士而獲得金錢或其他財產的回報。如本行會因提供資料予其他人士而獲得任何金錢或其他財產的回報，本行會於以上第 6.4 段所述徵求資料當事人同意或不反對時如是通知資料當事人。

如資料當事人不希望本行如上述使用其資料或將其資料提供予其他人士作直接促銷用途，資料當事人可通知本行行使其選擇權拒絕促銷。

- 7. 根據《條例》及《條例》允許及發出的《守則》的條款，任何個人有權：
 - 7.1 查詢本行是否持有其資料記錄並查閱該等資料；
 - 7.2 要求本行更正任何有關其的不正確資料記錄；
 - 7.3 要求本行澄清本行的資料收集政策和常規，並向其提供本行所持有的其個人資料的類別；

- 7.4 在個人信貸方面，要求本行提供曾向信貸資料服務機構或債務催收公司例行披露的資料內容，及要求本行提供進一步的資料，以便他/她向信貸資料服務機構或債務催收公司提出查詢及更正個人資料之要求；及
- 7.5 就本行向信貸資料服務機構提供的任何帳戶資料（為免生疑問，包括任何帳戶還款資料），於全數清還欠帳後結束帳戶時，指示本行要求信貸資料服務機構自其資料庫中刪除該等帳戶資料，但指示必須於帳戶結束後五年內提出及於緊接終止信貸前五年內沒有任何拖欠為期超過 60 日的欠款。帳戶還款資料包括上次到期的還款額，上次報告期間（即緊接本行上次向信貸資料服務機構提供帳戶資料前不多於 31 日的期間）所作還款額，剩餘可用信貸額或未償還數額及欠款資料（即過期欠款額及逾期還款日數，清還過期欠款的日期，及全數清還拖欠為期超過 60 日的欠款的日期（如有））。
- 7.6 如帳戶出現任何拖欠還款情況，除非拖欠金額在由拖欠日期起計 60 日屆滿前全數清還或已撇帳（因破產令導致撇帳除外），否則帳戶還款資料（定義見以上第 7.5 段）會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多五年。
- 7.7 如客戶因被頒布破產令而導致任何帳戶金額被撇帳，不論帳戶還款資料有否顯示任何拖欠為期超過 60 日的還款，該帳戶還款資料（定義見以上第 7.5 段）會在全數清還該拖欠還款後被信貸資料服務機構繼續保留多五年，或由客戶提出證據通知信貸資料服務機構其已獲解除破產令後保留多五年（以較早出現的情況為準）。
8. 就客戶（不論以借款人、按揭人或擔保人身分，以及不論以客戶本人單名或與其他人士聯名方式）於 2011 年 4 月 1 日當日或以後申請的按揭有關的資料，本行可能會把下列資料當事人資料（包括不時更新任何下列資料的資料）以本行及/或代理人的名義提供予信貸資料服務機構：
- (a) 全名；
 - (b) 就每宗按揭的身分（即作為借款人、按揭人或擔保人，及以客戶本人單名或與其他人士聯名方式）；
 - (c) 香港身分證號碼或旅遊證件號碼；
 - (d) 出生日期；
 - (e) 通訊地址；
 - (f) 就每宗按揭的按揭帳戶號碼；
 - (g) 就每宗按揭的信貸種類；
 - (h) 就每宗按揭的按揭帳戶狀況（如有效、已結束、已撇帳（因破產令導致除外）、因破產令導致已撇帳）；及
 - (i) 就每宗按揭的按揭帳戶結束日期（如適用）。

信貸資料服務機構將使用上述由本行提供的資料統計客戶（分別以借款人、按揭人或擔保人身分，及以客戶本人單名或與其他人士聯名方式）不時於香港信貸提供者間持有的按揭宗數，並存於信貸資料服務機構的個人信貸資料庫內供信貸提供者共用（須受根據條例核准及發出的個人信貸資料實務守則的規定所限）。

9. 本行批核信貸申請時，可能從信貸資料服務機構處取得有關客戶及其任何信用支持提供者的信貸報告。客戶或任何信用支持提供者如欲索取有關信貸報告，本行將告知有關信貸資料服務機構的聯絡資料。
10. 本行可為信貸審核之用途不時查閱客戶及其任何信用支持提供者為信貸資料服務機構所持有的資料，以便銀行考慮全部或任何下列事項：
- (a) 增加授信金額；
 - (b) 取消、減低或縮減任何授信；及/或
 - (c) 實施與客戶的債務重組合約。
11. 根據《條例》的條文，本行有權就處理查詢個人資料記錄的要求收取合理費用。
12. 本行或任何按上述第 5 段所指自銀行處取得該等資料的人士可將資料當事人的資料在其認為合適的國家或地區使用、處理或保存、或向其認為合適的國家或地區披露或傳送。該等資料亦可按照當地常規及法律、規定或指引（不論是否具法律效力）或該國家或地區的法庭命令予以披露。

13. 任何有關查閱或改正資料，或索取本行關於資料政策及常規或所持有的資料種類的信息的要求，應向下列人士提出：

資料保護主任
國泰世華商業銀行股份有限公司香港分行
香港中環皇后大道中 31 號陸海通大廈 20 樓
電話: (852) 2877 5488
傳真: (852) 2527 0966

14. 本通告並未載有任何內容限制客戶根據《條例》及《守則》可享有的任何權利。
15. 本通告的中文本及英文本如有任何差異，概以英文本為準。

Important Notice

These Terms and Conditions will create legal obligations and liabilities on your part. You are strongly advised to carefully read and understand the terms and conditions thereof and to seek independent legal advice before you agree to be bound by these Terms and Conditions.

TERMS AND CONDITIONS OF GENERAL BANKING SERVICE

(Version No. GB2017-06)

PART I GENERAL PROVISIONS FOR GENERAL BANKING SERVICE

1. DEFINITIONS AND INTERPRETATIONS

1.1 In these Terms and Conditions, unless the context otherwise requires, the following words and expressions shall have the following meanings:-

“Account Mandate”	means the Account Opening Form, signature card(s) and all other documents for corporation, partnership, sole proprietorship, individual or joint account in the form prescribed by us in relation to giving instructions of the opening, operation, maintenance or closing of the Bank Account and/or the Banking Service.
“Account Opening Form”	means the documents in the form prescribed by us from time to time for opening account(s) with us.
“AEOI”	means “Automatic Exchange of Financial Account Information” or one or more of the following, as the context requires: (i) FATCA (Foreign Account Tax Compliance Act); (ii) the OECD Standard for Automatic Exchange of Financial Account Information in Tax Matters – the Common Reporting Standard and any associated guidance; (iii) any intergovernmental agreement, treaty, regulation, guidance, standard or any other arrangement between Hong Kong and any other jurisdiction (including between any government bodies in each relevant jurisdiction), entered into to facilitate, implement, comply with or supplement the legislation, regulations, guidance or standards described in (i) and (ii) above; and (iv) any legislation, regulations or guidance implemented in Hong Kong to give effect to the matters outlined above.
“Agreement”	means the agreements for the Bank Account and the Banking Service entered into between you and us in writing as varied, modified, amended or supplemented from time to time, including, without limitation, the Account Mandate, these Terms and Conditions and any authority delegated and all other documents signed by you to us in respect of the Bank Account and the Banking Service or any one of them.
“Applicable Laws”	means all laws, rules, regulations, guidelines, directives, circulars, codes of conduct and disclosure requirements of any relevant jurisdiction, market or regulatory authority which are applicable to the transactions contemplated hereunder from time to time.

“Associate”	means a company or body corporate which is our direct or indirect holding companies, subsidiaries or affiliated companies, in Hong Kong or elsewhere.
“Authorized Person”	means, the person(s) authorized by the account holder(s) and accepted by us for or in connection with the establishment, operation, maintenance or closing of the Bank Account or utilizing the Banking Service from time to time.
“Authorized Phonebanking Service User”	Means the persons who is authorized by the account holder to use the Phonebanking Service and shall include the account holder(s).
“Bank Account”	means any one or more or all of statement savings account, current account, time deposit account, reserve account and any other forms of accounts of similar nature now or hereafter maintained in your name with us.
“Banking Service”	means the services in respect of the Bank Account or any other similar forms of bank accounts and other types of banking service, including, without limitation, remittance service provided or to be provided by us to you from time to time.
“Business Day”	means a day when banks are generally open for business in Hong Kong but excluding Saturdays and Sundays and any day on which typhoon signal No. 8 or above is hoisted or remains hoisted between 9:00 a.m. and 12:00 noon and is not lowered at or before 12:00 noon or on which a “black” rainstorm warning signal is hoisted or remains in effect between 9:00 a.m. and 12:00 noon and is not discontinued at or before 12:00 noon; or day specified in the specific transaction.
“China”	means the People’s Republic of China.
“Correspondent Agent”	means anyone who acts as our agent in executing transactions for or providing service to you in Hong Kong or elsewhere including, and without limitation, correspondent bank, custodian, sub-custodian, nominee, broker or dealer.
“FATCA”	means “Foreign Account Tax Compliance Act” or (i) sections 1471 to 1474 of the US Internal Revenue Code of 1986 or any associated regulations or other official guidance; (ii) any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of the legislation or guidance referred to in (i) above; and (iii) any agreement pursuant to the implementation of the legislation or guidance referred to in (i) or (ii) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.
“Hong Kong”	means the Hong Kong Special Administrative Region of China.
“Hong Kong Dollars”	means the lawful currency for the time being of Hong Kong.
“HKMA”	means the Hong Kong Monetary Authority.

- “Hong Kong Resident” means, for the purpose of these Terms and Conditions, an individual who is a holder of a Hong Kong Identity Card despite that he may also hold an identity proof of residency or citizenship of another jurisdiction.
- “Non Hong Kong Resident” means, for the purpose of these Terms and Conditions, an individual who is not a Hong Kong Resident.
- “Renminbi” means the lawful currency of China for the time being.
- “PBOC” means the People’s Bank of China and its successors or assigns.
- “Phonebanking Service” means the services offered by us through which an Authorized Phonebanking Service User can utilize to access and/or operate an account holder’s account(s) and to enjoy such banking and other services as shall be offered thereunder from time to time.
- “Signing Arrangement” means the signing arrangement of the person(s) with authority to open, operate, maintain and close the Bank Account and/or use or terminate the Banking Service subject to change from time to time and accepted by us.
- “US Person” means a person as defined in Regulation S of the United States Securities Act of 1933, which includes, but is not limited to, a national or resident of the United States and any partnership, corporation or other entity organised or created under the laws of the United States or of any political subdivision thereof.
- 1.2 The clause headings in these Terms and Conditions are for convenience only and shall not affect the interpretation or construction of these Terms and Conditions and have no legal effect.
- 1.3 References in these Terms and Conditions to the singular shall include references to the plural and vice versa and references to the genders shall include the other and the neutral genders as the context requires.
- 1.4 References in these Terms and Conditions to clauses and sub-clauses are, except where the context otherwise requires, to be construed respectively as references to clauses and sub-clauses to these Terms and Conditions.
- 1.5 References in these Terms and Conditions to any party hereto shall be deemed to be references to or to include their respective successors or permitted assigns.
- 1.6 Reference in these Terms and Conditions to any enactment shall be deemed to include references to such enactment as amended, extended or re-enacted from time to time and the rules and regulations thereunder.
- 1.7 References in these Terms and Conditions to “these Terms and Conditions” or any other documents shall, except otherwise expressly provided, include references to these Terms and Conditions or such other documents as amended, extended, novated, replaced and/or supplemented in any manner from time to time and/or any document which amends, extends, novates, replaces and/or supplements these Terms and Conditions or any such other documents.
- 1.8 References in these Terms and Conditions to “we”, “our” , “ours” or “us” are to be construed as references to “Cathay United Bank Company, Limited, Hong Kong Branch” and references in these

Terms and Conditions to "you", "your" or "yours" are to be construed as references to the client(s) who maintain(s) the Bank Account with or use(s) the Banking Service provided by "Cathay United Bank Company, Limited, Hong Kong Branch" from time to time.

2. BANKING SERVICE

- 2.1 We shall provide you with one or more or all of the Banking Service upon and subject to these Terms and Conditions and to such extent as we shall consider fit.
- 2.2 The Banking Service shall be provided to you within the office hours as conclusively determined by us from time to time in our absolute discretion.
- 2.3 We are at liberty to withdraw, cancel or revoke the Banking Service at any time in whole or in part.

3. INSTRUCTIONS

- 3.1 You agree to give instructions to deal with all the matters in connection with the Bank Account and the Banking Service in accordance with the Account Mandate from time to time provided to us by you.
- 3.2 You authorize and request us to honour and comply with all cheques, drafts, orders to pay, bills of exchange and promissory notes expressed to be drawn, signed, accepted, endorsed or made on your behalf drawn upon, or addressed to, or made payable with, you whether any of the Bank Account is in credit or in debit or may become overdrawn in consequence or otherwise but without prejudice to our right to refuse to allow any overdraft or increase of overdraft beyond any specified overdraft limit from time to time.
- 3.3 You authorize and request us to honour and comply with any orders to withdraw any or all money on any of the Bank Account and with any instructions to deliver, dispose of, or deal with, any securities, deeds or documents or other property, including security boxes and their contents, whatsoever from time to time in our possession for the Bank Account whether by way of security, safe custody or otherwise.
- 3.4 We shall be entitled but not obliged to act upon verbal (i.e. by telephone) or written instructions we reasonably believe to be from you or from the Authorized Person(s) on your behalf. You will promptly sign a form prescribed by us when required to do so to confirm your verbal instruction (if so accepted by us). Once given, instructions may only be cancelled, withdrawn, altered or amended in whole or in part with our consent.
- 3.5 We reserve our right to refuse to accept or act in accordance with any instruction without any obligation to give any reason therefor. If we decline an instruction we will take all reasonable steps to notify you promptly of this but subject to this will not be liable for any failure to do so.
- 3.6 You acknowledge and accept that telephone calls or other forms of communication between you and us may be recorded or otherwise electronically monitored without any prior warning messages and that we may use the recording as evidence of your instructions in such manner as we shall consider fit and subject to the Applicable Laws.

4. AUTHORIZED PERSON

- 4.1 When you appoint the Authorized Person, you are required to notify us in writing and provide us with the Authorized Person's particulars (whether personal or otherwise) and specimen signature(s) together with all other information as prescribed by us. The Authorized Person is authorized to open (where applicable), operate, maintain, close or deal with all other matters in connection with the Bank Account and/or the Banking Service in accordance with the Signing Arrangement and the specimen signature(s) for and on behalf of you except for:-

- (i) the application for establishment of new account or new services unless otherwise provided;
 - (ii) any change of the Authorized Person and/or the Signing Arrangement;
 - (iii) any change of the correspondence address or contact number of the account holder(s) (corporate client excepted); and
 - (iv) such other matter which we consider it requiring confirmation of the account holder(s).
- 4.2 Unless otherwise agreed between you and us in writing, any change in, addition to or revocation of the Authorized Person and/or the specimen signature(s) and/or the Signing Arrangement shall not be put into operation unless and until we shall have actually received such documents and/or authorizations in the form and substance satisfactory to us and reasonable opportunity to respond such change, addition or revocation.
- 4.3 Any effective change in, addition to or revocation of the Authorized Person and/or the specimen signature(s) and/or the Signing Arrangement shall apply to all of the Bank Account or the Banking Service unless otherwise agreed between you and us in writing.
- 4.4 When any one or more or all of the account holders or the users of the Banking Service die(s), any act, thing, deed or matter made or done by us pursuant to the requests, instructions or directions of the Authorized Person or any of them after such death but before the actual receipt of notice in writing thereof by us shall be absolutely and conclusively binding on the account holder or the user of the Banking Service, his estate and personal representative and any person claiming through or under the account holder or the user of the Banking Service.
- 4.5 You agree to ratify at all times all acts, things, deeds, directions, orders or instructions given by any or all of the Authorized Person in accordance with the provisions herein if so requested by us and acknowledge that the same shall be at all times be absolutely and conclusively binding on you.

5. **EXCLUSION OF LIABILITY**

- 5.1 Unless due to gross negligence or wilful default on our part, we shall not be liable for any loss or damage suffered or sustained by you directly or indirectly arising out of or in relation to:-
- (i) the cancellation or termination of all or any of the Bank Account and/or the Banking Service (as the case may be);
 - (ii) the cancellation, withdrawal, revocation or suspension of your transactions or any failure to execute or effect transactions or order from you where it is attributable to any circumstances or events beyond our control;
 - (iii) leakage of your instruction or information by any telecommunication company, equipment, device of intermediary through which the instruction or information is communicated to or from us or the Correspondent Agent or any other third party;
 - (iv) any mechanical failure, power failure, malfunction, breakdown, interruption or inadequacy of equipment or installation in connection with the Banking Service, Acts of God, government act, flood, fire, civil commotion, strike, war or any other causes beyond our reasonable control;
 - (v) any interruption, suspension, delay, loss, damage or other failure or inaccuracy in transmission of your instructions or other information howsoever caused; and
 - (vi) any transaction effected as a result of a forged instruction or any other fraudulent conduct.
- 5.2 Unless the act or omission is due to gross negligence, wilful default or fraud on our part, we shall not be liable to or responsible for any loss or damage you sustain or suffer directly or indirectly arising out of any act or omission of any counter-party, custodian, sub-custodian, professional advisor, broker, dealer or agent or of any party contracted or retained for the purposes hereunder. In particular and without limitation, we give no warranty as to the solvency of any of counter-party, custodian, sub-custodian, professional advisor, broker, dealer or agent.

6. LIABILITY AND WARRANTY

- 6.1 Notwithstanding we could have reasonably foreseen, our liability to you for any neglect or default on the part of us shall not extend to any indirect, consequential or exemplary damages, expenses, losses or costs and any damages for loss of profit.
- 6.2 You represent and warrant (which representations and warranties shall be deemed to be repeated by you on each date on which transaction is entered into under the Agreement) that:-
- (i) you have full power and authority to execute and deliver the Agreement, and any other documentation relating thereto, and to perform your obligations under the Agreement and each transaction and have taken all necessary actions to authorize such execution, delivery and performance;
 - (ii) any such execution, delivery and performance will not violate or conflict with any law applicable to you, any provision of any constitutional documents or any charge, trust deed, contract or other instrument or any contractual restrictions applicable to, binding on or affecting you or any of your assets or oblige you to create any lien, security interest or encumbrance;
 - (iii) the obligations under the Agreement constitute your legal, valid and binding obligations, enforceable in accordance with their respective terms;
 - (iv) all governmental, regulatory and other permits, consents and approvals that are required to have been obtained by you in relation to the Agreement have been so obtained and remain in full force and effect and all conditions of any such permits, consents and approvals have been complied with;
 - (v) you will comply with the Applicable Laws;
 - (vi) you will promptly give (or procure to be given) to us such information and assistance as we may require from you to enable us to assist or achieve compliance with any of the obligations under the Agreement; and
 - (vii) in the event that the Bank Account is a client account, you have internal control in place to verify the underlying client's identities and effective systems and controls to allocate funds in the pooled account to the individual underlying clients. In addition, you are satisfied as to the source of the funds used to open the Bank Account or passing through the Bank Account.
- 6.3 You warrant and undertake to ratify and confirm at our request any act, deed, thing or matter lawfully done or caused to be done by us in the proper performance of our duties or obligations hereunder.
- 6.4 You warrant and undertake to keep us and the Correspondent Agent and employees fully and effectively indemnified against all loss, damages, costs, charges, liabilities and expenses whatsoever incurred by us pursuant to or in connection with our acts hereunder unless due to our gross negligence, wilful default or fraud.

7. TERMINATION AND SUSPENSION

- 7.1 Subject to the Applicable Laws and without prejudice to the generality of the other provisions herein, we may in our absolute discretion terminate one or more or all of the Bank Account and/or the Banking Service at any time without prejudice to the continuation of the operation of any or more of the Bank Account and/or the use of any or more of the Banking Service provided always that we shall serve you a written notice of intention to terminate the Bank Account or the Banking Service not less than 30 days prior to the intended date of termination.
- 7.2 If we are of reasonable opinion that the Bank Account or the Banking Service is being operated or used for criminal or other illegal activities, we are entitled to terminate the same forthwith without prior notice to you.
- 7.3 We are entitled to suspend the Bank Account and/or the Banking Service upon occurrence of any

one or more of the following events:-

- (i) we have notice of irregularity (whether actual or constructive) in connection with the operation, maintenance or closing of the Bank Account; or
- (ii) we have conflicting instruction(s) from you or the Authorized Person.

7.4 Termination or suspension of the Bank Account and/or the Banking Service pursuant to this clause 7 shall be:-

- (i) without prejudice to the completion of any transaction or transactions already initiated and any transaction or all transactions outstanding at the time of termination or suspension will be completed settled and delivery made;
- (ii) without prejudice to and shall not affect any accrued rights, existing commitments or liabilities or any contractual provision intended to survive termination; and
- (iii) without penalty or other additional payment save that you will pay:-
 - (a) all outstanding fees and charges under the Agreement;
 - (b) any expenses incurred by us under the Agreement and payable by you;
 - (c) any additional expenses incurred by us in connection with termination; and
 - (d) any loss or damage necessarily realized in settling or concluding outstanding obligations under the Bank Account and/or the Banking Service.

7.5 You may terminate any of the Bank Account and/or the Banking Service upon such prior written notice and in such manner and conditions as prescribed by us from time to time and subject to settlement of the handling fees or charges which we may in our absolute discretion impose or levy provided always that the remaining Bank Account and/or the Banking Service shall remain operative or available upon and subject to these Terms and Conditions.

7.6 Where the formalities or procedures for opening the Bank Account or using the Banking Service as prescribed by us in our absolute discretion remain uncompleted or the required documents thereof are still outstanding, the Bank Account or the Banking Service shall be suspended from operation or use until the completion of the formalities and procedures and the provision of outstanding documents. Further, the sum of money deposited into the Bank Account or paid under the Banking Service shall not be withdrawn, transferred or otherwise disposed of except with our consent.

8. LIEN SET-OFF AND CONSOLIDATION

8.1 In addition and without prejudice to any general or banker's lien, right to set-off or similar rights to which we are entitled by law, we for ourselves or as agent for any of the Associate may at any time and without notice or reference to you:-

- (i) combine or consolidate all accounts including the Bank Account or any other account of any nature whatsoever and either individually or jointly with others, maintained with us and/or the Associate and we may, without prior notice or reference to you, set off or transfer any securities, monies or other property in any such accounts to satisfy debts, obligations or liabilities on your part due and owing to us or any of the Associate, whether such debts, obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several; and
- (ii) if any sum is due but remains unpaid hereunder, retain all or any securities, valuables or any other property whatever and wherever situate which may be deposited with or otherwise held by us and/or the Associate for or in your name whether for safe custody or otherwise and sell the same or any part thereof at such price and in such manner as we shall in our absolute discretion determine and we may retain such agent or broker therefor and apply the proceeds thereof to set off any or all sums owing under the Agreement after full deduction of all costs and expenses.

- 8.2 We are authorized at any time and in our absolute discretion convert any sum in the Bank Account or under the Banking Service into any currency by any lawful means at our disposal and at the prevailing rate of exchange as determined by us on the day of passing the entry for the purpose of set off or transfer without reference to you.

9. FULL PAYMENT

- 9.1 Any sum payable by you to us under the Agreement shall be paid to us in Hong Kong Dollars or otherwise as we may from time to time direct in full, free and clear of any of present or future taxes, levies, duties, charges, fees or withholding and without set off, counterclaim or deduction whatsoever.

10. FEES CHARGES COMMISSIONS AND INTEREST

- 10.1 We have rights to impose or levy such fees, charges and/or commissions for the operation, maintenance or closing of any of the Bank Account or provision of any of the Banking Service to you at such rate as prescribed by us in any schedule of fees, charges and/or commission published by us from time to time provided always that we may vary, revise or amend the rate or the basis of calculation thereof upon not less than 30 days prior written notice to you. You may request for such schedule of fees, charges and/or commission from us. Any such fees, charges and/or commissions shall be payable by you to us on demand forthwith.
- 10.2 You agree to pay us all interest accrued on all sums payable by you to us calculated from the due date to the date of actual payment (before and after judgment) at such rate as prescribed by us and for the actual number of days divided by 360 or 365 in accordance with our prevailing practice for the relevant currency.

11. STATEMENTS AND CONFIRMATIONS

- 11.1 You are obligated to review and verify the correctness of each and every entry in any advice, statement or confirmation issued by us to you in respect of any transactions and/or their incidental matters thereto and to notify us immediately in writing of any entry which you consider wrongful, irregular and/or unauthorized. Unless we shall have actually received the notice to dispute accuracy, regularity or authority within ninety (90) days of the date of issuance of the advice, statement or confirmation, all the entries demonstrated in such advice, statement or confirmation are deemed and considered to be true, correct, regular and duly authorized.
- 11.2 Nothing in the preceding sub-clause 11.1 shall prejudice or impair your right of recourse against us in relation to:-
- (i) unauthorized transaction arising from forgery or fraud by any third party and in relation to which we have failed to exercise reasonable care and skill;
 - (ii) unauthorized transaction arising from forgery or fraud by any of our employees or agents; and
 - (iii) other unauthorized transactions arising from gross negligence or wilful default on the part of us.

12. CONCLUSIVE EVIDENCE

- 12.1 Except for manifest error, the books and records kept by us (including, without limitation, tape recording and any handwritten information recorded by our employees or agents in the course of their dealing with you) in respect of the Bank Account and/or Banking Service shall be conclusive evidence and binding on you, for all purposes and in all courts of law.

13. JOINT ACCOUNT PARTNERSHIP AND OTHERS

- 13.1 This clause 13 shall apply where you consist of more than one person such as joint account holders or joint service users, trustees or personal representatives.
- 13.2 You will be jointly and severally liable for all or any of the obligations or liabilities under the

Agreement or in any other dealings between you and us.

13.3 Unless otherwise agreed between you and us in writing:-

- (i) each joint account holder of the Bank Account or joint users of the Banking Service will have sole and full authority on behalf of all the joint account holders or all the joint service users to deal with us fully and completely as if he were the sole owner of the Bank Account or user of the Banking Service without any notice to the other joint account holders or other joint service users (as the case may be);
- (ii) any of the joint account holders or the joint service users may give us an effective and final discharge in respect of any of our obligations; and
- (iii) once served on one of the joint account holders or the joint service users, any notice, request or communication shall be deemed to be given to all.

13.4 On the death of any of the account holders or the service users, the Agreement will not terminate but survive such death and remain binding on the other person(s) constituting our client and we may treat such survivor(s) as the only party to the Agreement. For the avoidance of doubt, it is hereby declared and agreed by the parties to the Agreement that all rights and interests of and in the Bank Account or the Banking Service will be vested in the survivor(s) under the Bank Account or the Banking Service upon death of the account holder(s) or service user(s) by operation of the rule of survivorship. This sub-clause 13.4 shall not apply to partnership account.

13.5 Notwithstanding the foregoing provisions, we hereby reserve our right:-

- (i) to require joint instructions from some or all of the joint account holders or the joint service users before taking any action under the Agreement; and
- (ii) to advise one or more joint account holders or joint service users of such conflict or inconsistency and/or to take no action on any such instructions or directions until we receive further instructions or directions in the form and substance satisfactory to us if we receive instructions or directions from any one of the joint account holders or the joint service user which are not consistent with other instructions or directions.

13.6 In case of a partnership, the following provisions shall apply:-

- (i) unless otherwise agreed by us, your partnership agreement, if any, will not bind us and the operation, maintenance or closing of a partnership account with us or uses of the Banking Service by a partnership are entirely regulated and subject to these Terms and Conditions;
- (ii) all partners, whether general, special or limited, will be jointly and severally responsible for their obligations and liabilities under the Agreement;
- (iii) notwithstanding any change in partnership constitution, the remaining partners will have full power and authority to deal with the Bank Account or the Banking Service in any manner until we shall have actually received the notice of change; and
- (iv) unless otherwise agreed by us, you will give us a new mandate and open a new account upon any change of constitution.

14. CONFIDENTIALITY AND OUTSOURCING

14.1 We shall keep confidential all information relating to the Bank Account or the Banking Service but may provide any such information to the regulators or law enforcement agency to comply with the Applicable Laws and their requirements or requests for information (whether personal or otherwise) and to any of our branches and/or the Associate for the purpose of providing the Banking Service to you from time to time without any consent from or notification to you.

14.2 In relation to the collection, transfer and process of personal data relating to our client or the Authorized Person, we are subject to the Personal Data (Privacy) Ordinance (Cap. 486), which

regulates the use of personal data and, in addition, our "Circular on the Personal Data (Privacy) Ordinance (the "Ordinance") and the Code of Practice on Consumer Creditor Data (the "Code of Practice")" (the "Circular") is set out in PART III hereto. You agree to be bound by the provisions set out in the Circular.

- 14.3 Subject to the Applicable Laws, we are entitled to outsource or delegate any of our functions under the Agreement to the Associate or the Correspondent Agent for performance of such functions in such manner conclusively determined by us and when we consider fit without further notice to you provided always that we remain ultimately liable for such outsourced activities.

15. CONFLICT OF INTEREST AND DISCLOSURE

- 15.1 In relation to any transaction contemplated hereunder, we and/or the Associate may have an interest, relationship, arrangement, or duty which is material or which gives or may give rise to a conflict of interest with your interest(s) in relation to transaction directly or indirectly (the "Material Interest"). We shall take reasonable steps to ensure fair treatment for you in relation to any of such transaction subject to the Applicable Laws.
- 15.2 Subject to the Applicable Laws, we shall be entitled (but not obliged) to give advice or make recommendation to you or enter into transaction for or with you or act as your agent or provide the Banking Service and any other service notwithstanding the Material Interest and shall not be under a duty to disclose to you any profit arising therefrom to the fullest extent permitted by laws.
- 15.3 Subject to the Applicable Laws, we shall not be liable to account to you for or (save in respect of fees or commissions charged to you) to disclose to you any profit, commission or remuneration made or received (whether from any client or by reason of any of the Material Interest or otherwise) by us by reason of any services provided for transaction.

16. DEBT COLLECTION

- 16.1 We are entitled to retain debt collection agent(s) to collect any sum due to be paid to us but remains unpaid by you under the Agreement. You agree and acknowledge that you have been warned that you shall indemnify and keep us indemnified on a full indemnity basis from and against all costs, fees and expenses which we may reasonably incur in retaining the debt collection agent(s).

17. FORCE MAJEURE

- 17.1 While we shall use our best endeavour to comply with our obligations in a timely manner we will incur no liability whatsoever for any partial or non-performance of any of our obligations by reason of any cause beyond our reasonable control including but not limited to any communication, systems or computer failure, market default, suspension, failure or closure, or the imposition or change (including a change of interpretation) of any law or governmental or regulatory requirement and we shall not be held liable for any loss you may incur as a result thereof.

18. AMENDMENT

- 18.1 You agree and accept that subject to the Applicable Laws, we may unilaterally revise, amend, delete, revoke or vary the terms and conditions of these Terms and Conditions upon giving you not less than 30 days' prior written notice or by way of displaying the revision, amendment, deletion, revocation or variation in a prominent position of our office premises or such other manner as we shall in our absolute discretion consider fit.

19. NOTICE

- 19.1 A notice or demand by us under the Agreement may be served by post, personal delivery, electronic

mail or facsimile transmission and shall be deemed to have been duly served if by post on the day following the day of posting (its subsequent return or non-delivery notwithstanding) and if by personal delivery, electronic mail or facsimile transmission at the time on the day of such personal delivery, electronic mail or facsimile transmission if addressed to you or your legal or personal representative(s) at the last known address, electronic mail address or facsimile number according to our record.

- 19.2 A notice by you or your legal representative(s) or your estate may be served by post, personal delivery or facsimile transmission at our registered office or principal place of business but shall not be deemed to have been duly served unless and until actual receipt of such post, personal delivery or facsimile transmission by us.

20. CHANGE OF INFORMATION

- 20.1 You and we undertake to inform each other of any material change to the information provided in the Agreement. In particular, you and we agree that:-

- (i) we shall notify you of any material change to our business which may affect the Banking Service rendered to you by us; and
- (ii) you will notify us of any change of name, address, tax status, particulars and information and provide such supporting documents as reasonably required by us to support such changes.

21. CURRENCY EXPOSURE

- 21.1 For any transaction contemplated hereunder in currencies other than Hong Kong Dollars, you acknowledge that there may be profits or losses arising as a result of a fluctuation in exchange rates, which shall be entirely for your account and at your own risk.

22. CONFLICT

- 22.1 In the event of any inconsistency in interpretation or meaning between the Chinese and English versions of these Terms and Conditions, you and we agree that the English version shall prevail.

23. MISCELLANEOUS PROVISIONS

- 23.1 In the course of providing the Banking Service or entering into the transactions hereunder, we or the Correspondent Agent may need (but not obliged) to record verbal instructions received from you and/or any verbal communications between you and us in relation to any of the Banking Service.
- 23.2 We may destroy any documents relating to the Bank Account or the Banking Service after microfilming/scanning the same and destroy any microfilm, scanned records upon expiration of such period as we shall consider fit.
- 23.3 In the event of loss of the identity document, seal or chop used for giving instructions to us in respect of the Banking Service, you are obliged to forthwith notify us in writing. We shall not be responsible for any payment made or transaction executed against the above documents or seal/ chop prior to receipt of such written notice.
- 23.4 Where you consist of more than one person, the representations, the warranties, the undertakings and the indemnities hereunder shall be given jointly and severally.
- 23.5 No failure to exercise or enforce and no delay in exercising or enforcing on our part of any right, remedy, power or privilege under the Agreement shall operate as waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy, power or privilege hereunder operate

as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy, power or privilege preclude any other further exercise or enforcement thereof, or the exercise or enforcement of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative to and not exclusive of any right, remedy, power and privilege provided by law or other documents held by us.

- 23.6 The Agreement shall be binding upon, and endure to the benefit of, the parties to the Agreement and their respective successors and permitted assigns.
- 23.7 You will not assign any of your rights, benefits, powers, obligations or liabilities under the Agreement.
- 23.8 We may at any time assign all or any of our rights, benefits, powers, obligations or liabilities hereunder and in that event the assignee shall have the same rights, benefits or powers against you and same obligations and liabilities towards you as he would have had as if the assignee had been a party hereto and you waive and forgo all your rights, if any, to challenge the validity of any such assignment by way of this sub-clause 23.8.
- 23.9 If at any time any provision of the Agreement is prohibited by law or becomes illegal, void, invalid or unenforceable in any respect under the laws of any jurisdiction, neither the legality, validity or enforceability of the other remaining provisions hereof nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby.
- 23.10 Time shall in all respects be of essence in the performance of any or all of your liabilities and obligations under the Agreement.
- 23.11 Our right to vary or revise the interest rate(s) in respect of the Bank Account as displayed in our office premises from time to time is reserved.

24. TAX STATUS

- 24.1 You hereby certify that you are not a US Person, nor a citizen of the United States of America, nor a resident of the United States of America for US federal income tax purposes and are not subject to the tax of United States of America. You are also not an entity taxable as a corporation, or a partnership created or organized in or under the laws of the United States of America or any state or political subdivision thereof or therein, including the District of Columbia or any other states of the United States of America. You hereby consent for us or any of the Associate to share your information and data with domestic and overseas regulators, tax or other competent authorities (if necessary) to establish your tax liability in any jurisdiction. You consent and agree that we or any of the Associate may withhold from the Bank Account such amounts as the domestic or overseas regulators, tax or other competent authorities may from time to time require in accordance with all applicable laws, rules, regulations and directives including, and without limitation, the Foreign Account Tax Compliance Act. You hereby undertake to notify us or any of the Associate of any change of the above tax status in writing forthwith.

25. AEOI COMPLIANCE

- 25.1 You agree to provide to us, upon request, any documentation or other information regarding yourself and your beneficial owners that we may require from time to time in connection with the obligations under, and in compliance with, applicable laws and regulations including, but not limited to, AEOI. You hereby agree and consent that we may collect, store and process information obtained from you or otherwise in connection with this Agreement and/or your transactions for the purposes of complying with AEOI and/or other applicable law, including disclosures between our bank to the governmental authorities of the United States of America, Hong Kong and/or other jurisdictions. To the extent permitted by law, you hereby waive any provision of any data

protection, privacy, banking secrecy or other law or regulation of any jurisdiction and/or the terms of any confidentiality agreement, arrangement or understanding that would otherwise prevent compliance by this bank with AEOI and/or other applicable law. You acknowledge that this may include transfers of information to jurisdictions which do not have strict data protection, data privacy laws or banking secrecy laws. You shall ensure that, before you or anyone on your behalf discloses information relating to any third party to us in connection with this Agreement or your transactions that third party has been provided with such information and has given such consents or waivers as are necessary to allow this bank to collect, store, process and disclose his, her or its information as described in this Clause.

- 25.2 (a) You shall upon request by this bank confirm to us (i) whether you are a person who is entitled to receive payments free from any deduction or withholding as required by AEOI (the "AEOI Exempt Person"); and (ii) supply to this bank such forms, documentation and other information relating to your status under AEOI (including its applicable passthru rate or other information required under the US Treasury Regulations or other official guidance including intergovernmental agreements) as we may reasonably requests for the purposes of our compliance with AEOI.
- (b) If you confirm to us pursuant to the above that you are an AEOI Exempt Party and you subsequently become aware that you are not, or has ceased to be a AEOI Exempt Party, you shall notify us as soon as reasonably practicable.
- (c) If you fail to confirm your status or to supply forms, documentation or other information requested in accordance with paragraph (a) above (including, for avoidance of doubt, where paragraph (b) above applies), then:
- (i) If you failed to confirm whether you are (and/or remain) a AEOI Exempt Party then you will be treated as if you are not a AEOI Exempt Party; and
 - (ii) If you failed to confirm its applicable passthru rate then you will be treated as if your applicable passthru rate is 100%, until such time that you provide us the requested confirmation, forms, documentation or other information.
- 25.3 If we are required pursuant to AEOI or otherwise by law to withhold or deduct any AEOI withholding taxes (including any penalties or interest payable in connection with any failure to pay or any delay in paying any such taxes) on any payments to you, we may deduct such taxes and we will not be required to increase any payment in respect of which we make such withholding. You shall be treated for all purposes of this Agreement as if you had received the full amount of the payment, without any deduction or withholding. You shall provide us such additional documentation reasonably requested by us to determine the amount to deduct and withhold from such payment.

26. PHONEBANKING SERVICE

- 26.1 We will from time to time determine or specify the scope and features of the Phonebanking Services and to modify expand or reduce the same at any time and from time with or without notice. Where such notice shall in our sole discretion be given, such notice may be made in such manner and by such means of communication as we shall deem fit, including, without limitation, the use of direct mailing material, advertisement or display.
- 26.2 We are authorized to act on the instruction of each Authorized Phonebanking Service User given by telephone ("telephone instruction"). Each Authorized Phonebanking Service User agrees that:-
- (a) we are authorized to act on any telephone instructions which we in our sole discretion believe emanate from the Authorised Phonebanking Service User and we shall not be liable for acting in good faith from telephone instructions which emanate from unauthorised individuals and we shall not be under any duty to verify the identity of the person or persons giving telephone instructions purportedly in the name of the Authorised Phonebanking Service User;

- (b) the Authorised Phonebanking Service User shall ensure that there are sufficient funds or pre-arranged credit facilities in the Account(s) for the purpose of the telephone or other instructions and we shall not be liable for any consequence arising out of our failure to carry out such instructions due to inadequacy of funds and/or credit facilities provided always that if we shall at our sole discretion decided to carry out the instructions notwithstanding such inadequacy we may do so without seeking prior approval from or notice to the Authorised Phonebanking Service User. The Authorised Phonebanking Service User shall be responsible for the resulting overdraft, advance or credit thereby created;
- (c) any exchange rate or interest rate quoted by us in response to a telephone instruction is for reference only and shall not be binding on us unless confirmed by us for the purpose of a transaction. Such confirmed exchange rate or interest rate, if accepted by the Authorised Phonebanking Service User through the Phonebanking Service, shall be absolutely binding on the Authorised Phonebanking Service User notwithstanding that a different exchange rate or interest rate might have been quoted by us at the relevant time through other means communication;
- (d) we shall not be liable to the Authorised Phonebanking Service User for any failure to carry out any telephone instructions which is attributable, wholly or in part, to any cause beyond our control including any equipment malfunction or failure under no circumstances shall we be responsible to the Authorised Phonebanking Service User for any indirect or consequential losses arising out of or in connection with the carrying out or otherwise of the Authorised Phonebanking Service User's telephone instructions;
- (e) the Authorised Phonebanking Service User shall keep us indemnified at all times against, and to save us harmless from, all actions, proceedings, claims, losses, damages, costs and expenses which may be brought against us or suffered or incurred by us and which shall have arisen either directly or indirectly out of or in connection with our accepting telephone instructions and acting or failure to act thereon unless due to the wilful default of us and such indemnity shall continue notwithstanding the termination of the Phonebanking Service or any account(s) or banking service(s) accessible via the Phonebanking Service;
- (f) the Authorised Phonebanking Service User's right to give telephone instructions pursuant to the Terms and Conditions herein shall at all times be subject to the discretion of us and that we may at any time revoke such right without prior notice;
- (g) all Authorised Phonebanking Service Users shall be entitled to use the Phonebanking Service singly irrespective of their signing authority under the Account(s) concerned;
- (h) you shall notify the holder(s) of the Account(s) to which the Authorised Phonebanking Service User has transferred money using the Phonebanking Service of the details of the transactions performed pursuant to telephone instructions given by the Authorised Phonebanking Service User. We shall not be responsible to the Authorised Phonebanking Service User or any other person for giving any such notice;
- (i) if there is more than one Authorised Phonebanking Service User in respect of an account, then the provisions herein (i) the liabilities and obligations of each of them shall be joint and several, (ii) references to the Authorised Phonebanking Service User shall be construed, as the context requires, to any or each of them, (iii) each of them shall be bound even though any other Authorised Phonebanking Service User or any person intended to be bound hereby is not, and (iv) we shall be entitled to deal separately with an Authorised Phonebanking Service User on any matter, including the discharge of any liability to any extent, without affecting the liability of any other Authorised Phonebanking Service User;
- (j) the Authorised Phonebanking Service User understands and acknowledges that telephone instructions may not necessarily be processed by us immediately or on the same day of the giving of such telephone instructions due to system constraint or the banking procedures of us. The Authorised Phonebanking Service User agrees that we shall not be held responsible to the Authorised Phonebanking Service User or any other person for effecting such telephone instructions at a later time and our decision as to when to effect the said telephone instructions shall be final and binding on the Authorised Phonebanking Service User

26.3 Rights of the Bank

- (a) We reserve the right to impose service fees and/or other charges from time to time in relation to this Phonebanking Service as we shall in our absolute discretion think fit.
- (b) We reserve the right to at any time suspend or terminate the Phonebanking Service with or without cause and with or without notice.

26.4 Other Applicable Terms

- (a) All agreements, terms and conditions governing the respective accounts, services and products offered under or otherwise covered by the Phonebanking Service at any time and from time to time will continue to apply unless otherwise advised by us. In the event that such agreements, terms and conditions are inconsistent with this Clause 26, the provisions set out in this Clause 26 will prevail to the extent of the inconsistency.

27. GOVERNING LAW AND JURISDICTION

- 27.1 The Agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong. The parties to the Agreement irrevocably submit to the non-exclusive jurisdiction of the Hong Kong Courts but we shall be entitled to enforce the Agreement in courts of other competent jurisdiction as we may select.

PART II
SPECIFIC PROVISIONS FOR GENERAL BANKING SERVICE

These Specific Provisions should be read in conjunction with the General Provisions for General Banking Service under Part I hereof. In the event of any inconsistency between those provisions and these provisions, the provisions under Part II hereof shall prevail.

1. COLLECTION

- 1.1 We may in our absolute discretion decline or accept an instrument for collection or clearing purpose for you. If we accept an instrument for collection, you will pay us collection charges as prescribed by us together with expenses incidental thereto.
- 1.2 We may in our absolute discretion decline to accept an instrument for collection or clearing purpose for you if:-
- (i) the name of the payee thereof is not in conformity with your name even if it bears an endorsement;
 - (ii) in relation to a joint account, the named payees of that instrument to be collected and/or cleared do not comprise all the account holders; or
 - (iii) other reasonable cause.
- 1.3 Any clearing instrument deposited after the cut-off time as reasonably prescribed by us will be treated as received on the immediately succeeding Business Day. Where it is deposited for clearing before the cut-off time, interest (if any) will be credited on that day and accrue on the immediately succeeding Business Day if deposited after the cut-off time. If the clearing instrument is dishonoured, the interest will be reversed.

2. STATEMENT SAVINGS ACCOUNT

- 2.1 You may open statement savings account with us denominated in the currencies provided by us.
- 2.2 Interest will accrue on the daily ledger balance of the statement savings account at the rate as prescribed by us from time to time. Interest earned will be credited to the statement savings account on half yearly or on such other basis as may be specified by us from time to time.
- 2.3 A statement of account will be sent to you each and every month or at regular intervals as determined by us. No statement will be issued where no entry has been made in the relevant account.
- 2.4 The balance on the statement savings account cannot be withdrawn by way of cheque. No passbook will be issued for transaction purpose.

3. CURRENT ACCOUNT

- 3.1 You may open current account with us denominated in the currencies provided by us.
- 3.2 Unless otherwise agreed between you and us in writing, no interest is payable on credit balance in a current account.
- 3.3 If temporary overdraft is granted by us, you undertake to refund to us the whole amount so overdrawn together with accrued interest thereon calculated at such rate as determined by us.
- 3.4 A cheque book will be issued to you upon your opening a current account and first depositing a specified amount with us. Cheque books should be kept in safe custody at all times and, where appropriate, under lock and key so as to be inaccessible to unauthorized persons.

- 3.5 Application for new cheque book may be made by presenting a duly completed and signed application form to us or by any other means acceptable to us. We may in our absolute discretion refuse to issue a cheque book. We may, unless otherwise agreed by us, deliver the cheque book to the correspondence address registered with us by mail or by any other means as determined by us in our absolute discretion. We accept no liability for any delay or loss occasioned by any mode of delivery.
- 3.6 Upon receipt of a new cheque book from us, you are obliged to verify the cheque serial numbers, account number and name of the client printed thereon as well as the number of cheques before use. Any irregularity in respect thereof should be promptly reported to us.
- 3.7 Cheque should only be drawn in the form prescribed by us subject to such terms and conditions as stipulated by us and should only be used for the permitted account.
- 3.8 When a signed cheque or a cheque book is lost, stolen or untraceable, you are obliged to forthwith report the same to us in writing.
- 3.9 When cheques are delivered by way of post or other means, the word "OR BEARER" should be crossed out and the cheque should be crossed.
- 3.10 You are required to exercise due care when drawing cheques to ensure their correctness and accuracy and agree that cheques shall not be drawn in a manner which will facilitate fraudulent alteration, fraud or forgery. In particular, without limitation:-
- (i) you should write the amount, both in words and figures in the spaces provided on the cheque, as close to each other and to the left-hand margin as possible so as to leave no space for insertions or additions;
 - (ii) the word "only" should be added immediately after the amount stated in words and only Arabic numerals should be adopted for figures when drawing cheques; and
 - (iii) all cheques must be drawn in dark colour non-erasable ink, ball-point pen, printer or cheque writer in Chinese or English and be signed in conformity with the Account Mandate provided to us.
- 3.11 You agree and acknowledge that:-
- (i) cheques drawn by you which have been honoured may, after having been recorded in electronic form or other form as determined by us, be retained by the collecting bank or the Hong Kong Interbank Clearing Limited ("HKICL") for such period as stipulated in the rules relating to the operation of the clearing house for the relevant currency and, thereafter, they may be destroyed by the collecting bank or HKICL (as the case may be); and
 - (ii) we are authorized and empowered to enter into contracts with the relevant collecting banks and HKICL in accordance with the terms in the preceding sub-clause 3.11(i).
- 3.12 Any alteration or addition to a cheque must be confirmed by the full signature of the drawer. You agree and acknowledge that we will not be responsible for losses arising from alterations or additions which cannot be detected by exercising reasonable care.
- 3.13 Cheques drawn against insufficient or uncleared funds shall be returned unpaid by us. We may also return a cheque unpaid if it is not signed in accordance with the Account Mandate on our records, or is incorrectly completed, drawn with technical error, altered without confirmation by your full signature, mutilated, post-dated or stale. Administrative charges for cheque returned unpaid will be debited to your current account and will be borne by you.
- 3.14 Any instruction to countermand payment of drawn cheque to us must be clear and unambiguous, suffice to identify the cheque drawn by reference to cheque number and reach us prior to its

payment. In the event that you identify the cheque in question:-

- (i) by reference to other particulars in addition to the cheque number, we shall not be responsible to ensure that other particulars correspond with the particulars of the cheque in question identified by number; and
- (ii) by reference to other particulars instead of the cheque number, we may not be obliged to take any action but we may in our absolute discretion and without accepting any responsibility, follow such instruction.

3.15 Where you request us to countermand payment of a cheque drawn by means of an instruction which cannot be verified by us, we shall not be obliged to take any action in respect thereof in the absence of any special arrangement to the contrary with you. Notwithstanding we may in our absolute discretion and without accepting any responsibility, follow any such instructions which are, we believe in good faith, initiated by you and shall not be liable for having followed any such instruction which is false, incorrect or ambiguous.

4. TIME DEPOSIT

4.1 You may open time deposit account with us denominated in the currencies provided by us.

4.2 Interest payable on a time deposit will accrue up to but exclusive of the maturity date of the time deposit and is payable on the maturity date and may be either drawn or added to the principal. Details and/or breakdown of the accrued interest and the amount of tax deducted, if applicable will be advised when a time deposit is withdrawn or renewed.

4.3 A time deposit account will be opened upon your first placing a time deposit with us. A time deposit account may only be placed in such currencies and with such minimum initial deposit in regard to a range of maturity dates as determined by us from time to time.

4.4 Upon your request, we may in our absolute discretion repay a time deposit to you before the maturity date and we:-

- (i) shall not be required to pay any interest on such time deposit;
- (ii) are entitled to deduct a sum representing handling charges and additional costs, if any, of obtaining funds in the market for the remaining period of such time deposit or such other sums as reasonably prescribed by us from the total sum to be repaid to you; and
- (iii) are entitled to deduct any sums already paid to you by way of interest and to the Government by way of taxation, if applicable, from the principal sum before repayment thereof.

4.5 We are entitled (but not obliged) to require production and surrender to us of the deposit confirmation, deposit receipt or deposit certificate upon your withdrawal of the time deposit placed with us.

4.6 Should the maturity date fall on a date which is not a Business Day, the maturity date shall be extended to the immediately succeeding Business Day, except when such extension exceeds the maximum period for time deposit acceptable to us or as regulated from time to time. In that event, the time deposit will become payable on the Business Day immediately preceding the original maturity date.

4.7 All placements, renewals or withdrawals are accepted subject to the transaction dates and hours determined by us from time to time.

4.8 Any instruction or direction in relation to disposal of funds at the maturity date and any

amendments thereto should be clear and unambiguous and given at least one Business Day prior to the maturity date. Where automatic renewal instructions are given by you to us for time deposits, the prevailing rate applied will be the rate applicable at the maturity date and at such time as we shall in our absolute discretion determine.

- 4.9 If no instructions to dispose of the time deposit are received by the maturity date, interest on the maturity date and thereafter will accrue on the principal amount only. The interest will accrue at our daily savings account rate(s) as determined by us. Accrued interest will be paid or credited into the time deposit account only when disposal instructions are received.

5. **RENMINBI BUSINESS**

- 5.1 We may take all necessary measures for the compliance with rules and regulations of the PBOC, the HKMA, any clearing bank, any clearing agent within China or any other supervisory or competent authorities. If required, we may also provide any transaction and account information related to any holder of a Renminbi bank account to the clearing bank and supervisory or competent authorities.

- 5.2 We are entitled to prescribe restrictions that apply only to Renminbi bank account or services and to amend and/or revise the terms and conditions applicable to Renminbi bank account or services from time to time.

- 5.3 You confirm and declare that you fully understand all the rules and regulations applicable to Renminbi bank account or services stipulated by the supervisory or competent authorities. You agree that all Renminbi bank account or services are to be bound by the applicable rules and regulations promulgated by the supervisory or competent authorities from time to time.

- 5.4 You acknowledge and understand that Renminbi is still not freely circulated and subject to restriction and the client who conducts Renminbi business may be subject to the following risks:-

- (i) you should be cautious that assets or liabilities denominated in Renminbi may be required to be paid or discharged by way of other currency as payment tool in the event that there is change in laws:-
 - (a) whilst we shall ensure to seek practical solutions or means, you, who are beneficially entitled to assets or carries liabilities denominated in Renminbi or liable to payment obligations in Renminbi by reason of concluded transactions, may be required to pay or receive by means of other currency which is exchanged at the prevailing exchange rate for the reason that change in laws will have impact on the demand and supply of Renminbi in the market or settlement of the concluded transactions.
 - (b) you to whom the banking facilities denominated in Renminbi is extended is advised to consider the ability to repay Renminbi upon maturity and exchange risk when you are not capable of making repayment in Renminbi.
 - (c) notwithstanding that a specified loan amount or limit is provided in the consumer loan agreement between you to whom the banking facilities is granted and us, you are still subject to the risk that the loan will not be drawdown in Renminbi on account of the legal restriction and, thus, you are subject to risk of shortage of funding. If it is drawdown in other foreign currency, you may suffer or sustain exchange loss by reason of exchange rate fluctuation.
- (ii) you are advised that the circulation of Renminbi is subject to restrictions imposed by local laws in China and those local laws may change from time to time.
- (iii) Reminibi remittance remitted to China will be turned away in the event that the same fails to

comply with the legal or regulatory requirements and Renminbi is not freely circulated. Where you remit Renminbi remittance to China and the remittance is not effectively paid to the payee for the reason as aforesaid, we shall arrange the refund of the remitted amount provided that all cable, postage and other charges shall be borne by you and will be deducted from the remitted amount.

- (iv) in the event that you to whom the banking facilities is extended in Renminbi are desirous of utilizing the banking facilities in China, you should obtain the approval of the competent authority in China to permit the remittance of the Renminbi funding to China and proceed with registration for complying with foreign debt administration rules in China. In the event that drawdown amount is not effectively remitted to China for payment or returned on the ground of your failure to comply with the relevant laws in China, the accrued interest and expenses in connection therewith shall be borne by you.
- (v) you should fully understand that Renminbi is subject to exchange rate fluctuation which will create risk to transaction. The market movement is subject to numerous factors which will result in substantial exchange rate fluctuation. You entering into Renminbi transaction is subject to transaction risk and evaluation loss as a result of market turbulences or exceptional circumstances. Thus, you should assess your own financial condition and risk tolerance prior to the entering into of the transaction. You are also advised to understand the financial, accounting, tax and legal rules relevant to the transactions and ensure that you are willing to undertake the transaction risk and absorb loss.
- (vi) non-Hong Kong resident is required to, when opening Renminbi account, acknowledge that he does not hold Hong Kong Identity Card of any kind. If you obtain Hong Kong Identity Card at any time subsequent to the point of time of account opening, you should notify us forthwith. Thereafter, we shall provide you with the service in accordance with the rules for Renminbi business applicable to Hong Kong resident.
- (vii) it is a requirement for Hong Kong resident who opens Renminbi account with us, to acknowledge that he does not open any Renminbi account as non-Hong Kong resident with other licensed banks in Hong Kong.
- (viii) you are required to acknowledge that you fully understand the foregoing provisions and potential risks associated with Renminbi business before you conduct the same, and agree that you are willing to pay expenses and absorb all losses in relation to the transactions under Renminbi business.

6. REMITTANCE

- 6.1 Unless otherwise instructed, all outward remittance will be paid and effected in the currency of the country where the payment is to be made.
- 6.2 You agree that we are at liberty to effect an outward remittance via the Correspondent Agent in any place if the circumstances so require and no warranty as to the value day is given unless specifically agreed by us. Value day of funds varies with the location, local telecommunication system and the banking practices of the remittance destination.
- 6.3 We may transmit any message in respect of a telegraphic transfer or other electronic transfer in explicit language, code, or cipher and shall not be held liable to any error, misinterpretation, neglect, or default of any Correspondent Agent save for fraud or gross negligence on our part.
- 6.4 Without prejudice to the generality of the foregoing provisions, we shall not be liable for any loss or damage (whether direct, indirect or consequential) to you or any other person as a result of any (i) delay or error in payment or in giving advice of payment and (ii) loss of remarks or messages provided by you in transit or otherwise save for fraud or gross negligence on our part.

- 6.5 Any instruction for remittance shall not be revoked or revised in whole or in part except with our written consent. If so agreed by us, any amendment or cancellation of any outward remittance instruction shall be given by you in writing in the form satisfactory to us.
- 6.6 Any refund following the cancellation of effected outward remittance shall not be paid to you unless and until we have received the fund so remitted from the Correspondent Agent and further, such refund shall be paid to you after deduction of our fees, expenses and costs incurred by us or the Correspondent Agent.
- 6.7 You agree that we and the Correspondent Agent are entitled to charge such reasonable charges and fees as we or the Correspondent Agent may determine from time to time. All charges incurred outside Hong Kong are for the account of the beneficiary unless otherwise instructed. In the event of the beneficiary failing to pay any such charges, you shall be liable to reimburse on demand us and the Correspondent Agent for all such charges and fees.
- 6.8 You agree that we merely act as your remittance agent when following your outward remittance instructions and have no control over the operations of and the charges and commissions levied or imposed by the Correspondent Agent.
- 6.9 Counter-payment for a bank draft will not be accepted unless and until the draft is lost and you agree to provide us with an indemnity in the form satisfactory to us. Where counter-payment is accepted, such fees and charges will be charged to you in our absolute discretion.
- 6.10 If available and appropriate, a draft with drawee agent's name and address preprinted, and relevant magnetic ink characters (MICR) encoded will be issued to you. Upon your request to issue a draft payable at a place where the above preprinted draft is not available, a draft without MICR encoded may be issued and the clearing or collection time for such a draft will be longer than that with MICR encoded.
- 6.11 When providing remittance service, we are obliged to comply with the Applicable Laws. Our right to prescribe any conditions subject to which we provide any services or accept any instruction or to refuse to provide any services or act on any instruction to ensure our compliance with any of the Applicable Laws is reserved. We will only provide remittance services or accept instructions to the extent that we are (in our reasonable opinion) practicable and reasonable to do so, having due regard to our prevailing business practices and procedures (whether internal or otherwise).
- 6.12 We shall comply with all Applicable Laws, in particular, those laws regulating and supervising the prevention of money laundering and terrorist financing activities. For this purpose, we shall take any action or implement any measure which we shall in absolute discretion consider appropriate to take. Such action or measure may include, without limitation, the interception and investigation of any payment messages and other information or communications transmitted to or by you or on your behalf via our systems or any of the Associate's system; and making further enquiries in such manner as we shall consider necessary in our absolute discretion.
- 6.13 Remittance messages may contain certain personal information of the remitter (including the address, date of birth and the number of the identification document of the remitter) in order to comply with the Applicable Laws to which we may be subject. The beneficiary and the paying bank may be permitted to see or access such information. Further, such information may also be made available to other parties or competent authorities, to the fullest extent permitted by any of the Applicable Laws.

PART III

Circular on the Personal Data (Privacy) Ordinance (Cap.486) (the "Ordinance") and the Code of Practice on Consumer Creditor Data (the "Code of Practice")

1. From time to time, it is necessary for customers and various other individuals (including but not limited to applicants for banking/financial services and facilities, sureties and persons providing security or guarantee for banking facilities, shareholders, directors, officers and managers of corporate customers, and other contractual counterparties) (collectively, "**Data Subjects**") to supply Cathay United Bank Company, Limited, Hong Kong Branch (the "**Bank**") with data in connection with the opening or continuation of accounts, the establishment or continuation of banking facilities or provision of banking, financial and other services by the Bank, or the provision of supplies or services to the Bank and the Bank's customers.
2. Failure to supply such data may result in the Bank being unable to open or continue accounts, establish or continue banking facilities, provide banking, financial and other services or accept or continue the provision of supplies or services to the Bank and the Bank's customers.
3. It is also the case that data are collected from Data Subjects in the ordinary course of the continuation of the Bank's relationships with the Data Subject, for example, when the Data Subjects write cheques, deposit money, apply for credit, or give instructions or gain access to or otherwise use the Bank's services.
4. Data relating to a Data Subject may be used for the following purposes:
 - 4.1 the processing of applications for banking, financial and/or other services/facilities;
 - 4.2 the daily provision or operation of banking, financial and/or other services/facilities provided by or to the Bank or the Bank's customers (including but not limited to the provision of credit card, charge card facilities and services provided via the internet);
 - 4.3 in connection with the provision of banker's references about the Data Subject to other financial institutions or other persons;
 - 4.4 the provision of relevant data to any credit reference agency;
 - 4.5 in connection with the conducting of credit and other status checks with any credit reference agency, credit enquiry agency or other persons (including, without limitation, upon an application for any credit facility or upon periodic or special review or renewal of such facility, which will normally take place at least once each year) and collecting debts;
 - 4.6 assisting other financial institutions to conduct credit checks and collect debts;
 - 4.7 ensuring ongoing creditworthiness of Data Subjects;
 - 4.8 creating and maintaining the Bank's credit and risk related scoring models;
 - 4.9 providing status reports on the Data Subject or the Data Subject's accounts when so requested by any other bank, financial institution or recognized credit reference agency or credit enquiry agency;
 - 4.10 researching and designing banking, financial, investment and insurance services or related products of the Bank for Data Subjects' use;

- 4.11 marketing services, products and other subjects (please see further details in paragraph 6 below);
- 4.12 determining amounts owed to or by Data Subjects;
- 4.13 performing treasury functions;
- 4.14 the enforcement of Data Subjects' obligations, including but not limited to collection of amounts outstanding from Data Subjects and those providing security, guarantees or other credit support for the Data Subjects' obligations (such persons referred to collectively as "Credit Support Providers");
- 4.15 enabling an actual or proposed successor of the Bank or any of its holding companies, subsidiaries, associates and/or any of their branches, offices or units (whether within or outside the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**") (collectively, the "**Bank Group**", and each, the "**Bank Group Member**") or an actual or proposed assignee, transferee, participant or sub-participant of the Bank's rights and/or obligations in respect of the Data Subject (including without limitation an actual or proposed taker of a charge, assignment or other security or collateral over any of the Bank's rights in respect of the Data Subject) or an actual or proposed purchaser of all or any part of the Bank's business or its shares to evaluate the transaction intended to be the subject of such succession, assignment, transfer, participation, sub-participation or purchase (including without limitation any security or collateral arrangement);
- 4.16 purposes within the ordinary course of banking business, including but not limited to provision of administrative and data processing services to the Bank;
- 4.17 complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Bank or any Bank Group Member or that it is expected to comply according to:
 - (a) any law binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future;
 - (b) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside the Hong Kong Special Administrative Region existing currently and in the future;
 - (c) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on the Bank or any Bank Group Member by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations;
- 4.18 complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the Bank Group and/or any other use of data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
- 4.19 purposes specifically provided for in any particular service or facility offered by the Bank; and
- 4.20 purposes relating to any of the above and the Bank may carry out "matching procedures" (as such expression is defined in the Ordinance) (whether or not with a view to taking any adverse action against the Data Subject) or data comparison in respect of all or any of such purposes.

5. Data held by the Bank relating to a Data Subject will be kept confidential but the Bank may provide such information to the following parties (whether within or outside Hong Kong) for the purposes set out in paragraph 4 above:
- 5.1 any other Bank Group Member;
 - 5.2 any person to whom the Bank or any Bank Group Member is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to the Bank or any Bank Group Member, or any disclosure under and for the purposes of any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which the Bank or any Bank Group Member are expected to comply, or any disclosure pursuant to any contractual or other commitment of the Bank or any Bank Group Member with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, all of which may be within or outside the Hong Kong Special Administrative Region and may be existing currently and in the future;
 - 5.2 the Bank's professional advisors (including without limitation its auditors and legal advisors);
 - 5.4 any agent, contractor, service provider or person (whether or not such person is a Bank Group Member) who provides administrative, data processing, telecommunications, computer, payment, securities clearing or other services to the Bank (including without limitation any credit reference agency, rating agency, insurer or insurance broker, direct or indirect provider of credit protection and, in the event of default, any debt collection agency) in connection with the operation of its business, whether in or outside Hong Kong for the purposes of such services;
 - 5.5 any other person including a Bank Group Member which has undertaken to keep such information confidential;
 - 5.6 any nominee, trustee, co-trustee, centralized securities depository, registrar, custodian, brokers or dealers or other persons who are involved in, and for the purposes of, the provision of banking services or products to the Data Subject;
 - 5.7 any financial institution with which the Data Subject has or proposes to have dealings;
 - 5.8
 - (a) any actual or proposed successor of the Bank or any other Bank Group Member;
 - (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (c) third party reward, loyalty, co-branding and privileges programme providers;
 - (d) co-branding partners of the Bank and the Bank Group Members (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be);
 - (e) charitable or non-profit making organisations; and
 - (f) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Bank engages for the purposes set out in paragraph 4.11 above.

Such information may be transferred to a place outside Hong Kong.

- 5.9 any actual or proposed assignee, participant, sub-participant or transferee of the Bank's rights in respect of the Data Subject including, without limitation, any actual or proposal security/collateral taker as referred to in paragraph 4.15 above, the Hong Kong Mortgage Corporation ("HKMC") or such other person as may be required or necessary pursuant to contractual arrangements with HKMC in respect of the sale of mortgages or other security by the Bank or any purchaser of all or

any part of the Bank's business or its shares as referred to in paragraph 4.15 above;

- 5.10 any person to the extent required for purposes of any litigation, arbitration, investigative or regulatory proceedings or procedure in Hong Kong or elsewhere;
- 5.11 banks of drawers of cheques made payable to Data Subjects, for the purpose of confirming to such drawers payment to the Data Subjects under such cheques;
- 5.12 any person who requests the Bank to provide references in respect of the Data Subject upon producing proof of the Data Subject's prescribed consent; and
- 5.13 any other person with the Data Subject's express consent in writing.

6. USE OF DATA IN DIRECT MARKETING

The Bank intends to use a Data Subject's data in direct marketing and the Bank requires the Data Subject's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:

- 6.1. the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of a Data Subject held by the Bank from time to time may be used by the Bank in direct marketing;
- 6.2 the following classes of services, products and subjects may be marketed:
 - (a) financial, insurance, credit card, banking and related services and products;
 - (b) reward, loyalty or privileges programmes and related services and products;
 - (c) services and products offered by the Bank's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
 - (d) donations and contributions for charitable and/or non-profit making purposes;
- 6.3 the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Bank and/or:
 - (a) the Bank Group Members;
 - (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (c) third party reward, loyalty, co-branding or privileges programme providers;
 - (d) co-branding partners of the Bank and the Bank Group Members (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
 - (e) charitable or non-profit making organisations;
- 6.4 in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the data described in paragraph 6.1 above to all or any of the persons described in paragraph 6.3 above for use by them in marketing those services, products and subjects, and the Bank requires the Data Subject's written consent (which includes an indication of no objection) for that purpose;
- 6.5 The Bank may receive money or other property in return for providing the data to the other persons in paragraph 6.4 above and, when requesting the Data Subject's consent or no objection as described in paragraph 6.4 above, the Bank will inform the Data Subject if it will receive any money or other property in return for providing the data to the other persons.

If a Data Subject does not wish the Bank to use or provide to other persons his data for

use in direct marketing as described above, the Data Subject may exercise his opt-out right by notifying the Bank.

7. Under and in accordance with the terms of the Ordinance and the Code of Practice approved and issued under the Ordinance, any individual has the right:
 - 7.1 to check whether the Bank holds data about him/her and may request access to such data;
 - 7.2 to request the Bank to correct any data relating to him/her which is inaccurate;
 - 7.3 to request the Bank to ascertain its policies and practices in relation to data and to be informed of the kind of personal data held by the Bank;
 - 7.4 in relation to consumer credit, to request the Bank to inform him/her which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and to request the Bank to provide him/her with further information to enable him/her to make an access request and/or correction request of the relevant credit reference agency or debt collection agency about his/her data; and
 - 7.5 in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Bank to a credit reference agency, to instruct the Bank upon termination of an account by full repayment, to make a request to the credit reference agency to delete such account data from its database, as long as the instruction is given within five (5) years of termination and at no time was there any default of payment in relation to the account, lasting in excess of sixty (60) days within five (5) years immediately before account termination. Account repayment data include amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Bank to a credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).
 - 7.6 In the event of any default of payment relating to an account, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the account repayment data (as defined in paragraph 7.5 above) may be retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default.
 - 7.7 In the event any amount in an account is written-off due to a bankruptcy order being made against a customer, the account repayment data (as defined in paragraph 7.5 above) may be retained by the credit reference agency, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the customer with evidence to the credit reference agency, whichever is earlier.
8. With respect to data in connection with mortgages applied by a customer (whether as a borrower, mortgagor or guarantor and whether in the customer's sole name or in joint names with others) on or after 1 April 2011, the following data relating to the Data Subjects (including any updated data of any of the following data from time to time) may be provided by the Bank, on its own behalf and/or as agent, to a credit reference agency:
 - (a) full name;
 - (b) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the customer's sole name or in joint names with others);

- (c) Hong Kong Identity Card Number or travel document number;
- (d) date of birth;
- (e) correspondence address;
- (f) mortgage account number in respect of each mortgage;
- (g) type of the facility in respect of each mortgage;
- (h) mortgage account status in respect of each mortgage (e.g., active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order); and
- (i) if any, mortgage account closed date in respect of each mortgage.

The credit reference agency will use the above data supplied by the Bank for the purposes of compiling a count of the number of mortgages from time to time held by the customer with credit providers in Hong Kong, as borrower, mortgagor or guarantor respectively and whether in the customer's sole name or in joint names with others, for sharing in the consumer credit database of the credit reference agency by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).

9. The Bank may have obtained a credit report on a customer and any of its Credit Support Provider from a credit reference agency in considering any application for credit. In the event the customer or any Credit Support Provider wishes to access the credit report, the Bank will advise the contact details of the relevant credit reference agency.
10. The Bank may from time to time access data about a customer and any of its Credit Support Providers held with a credit reference agency during the course of a review of its facilities so as to enable the Bank to consider all or any of the following matters:
 - (a) any increase in the facility/credit amount;
 - (b) the cancellation, reduction or other curtailing of any credit/facility; and/or
 - (c) the putting into place or implementation of a scheme of arrangement with the customer.
11. In accordance with the terms of the Ordinance, the Bank has the right to charge a reasonable fee for the processing of any data access request.
12. Data of a Data Subject may be used, processed, stored, disclosed or transferred in and to any country or territory as the Bank or any person who has obtained such data from the Bank (as referred to in paragraph 5) considers appropriate. Such data may also be disclosed in accordance with the local practices and the laws, regulations or guidelines (whether or not having the force of law), or court orders in such country or territory.
13. The person to whom requests for access to data or correction of data or for information regarding the Bank's policies and practices and kinds of data held are to be addressed as follows to:

The Data Protection Officer
 Cathay United Bank Company, Limited, Hong Kong Branch
 20/F, LHT Tower, 31 Queen's Road Central, Central,
 Hong Kong
 Telephone: (852) 2877 5488
 Fax: (852) 2527 0966
14. Nothing in this Circular shall limit the rights of customers under the Ordinance and the Code of Practice.
15. If there is any conflict between the English and Chinese versions of this Circular, the English version shall prevail for all purposes.