

條款和條件

戶口及有關服務的
條款和條件（企業客戶）

Terms & Conditions

TERMS AND CONDITIONS
FOR ACCOUNTS AND RELATED SERVICES
(FOR ENTERPRISE CUSTOMERS)

China Construction Bank (Asia) Corporation Limited

(a licensed bank under the Banking Ordinance and a registered institution in respect of Types 1 and 4 regulated activities under the Securities and Futures Ordinance;

CE Number: AAC155)

(the “Bank”, which expression includes its successors in title, assigns and transferees and any persons deriving title under any of them)

TERMS AND CONDITIONS FOR ACCOUNTS AND RELATED SERVICES (FOR ENTERPRISE CUSTOMERS)

Please read these Terms and Conditions carefully and ensure that you understand them. By signing your account opening application, you are deemed to have read, understood and accepted the Terms and Conditions, and you are deemed to be bound by them.

1. Introduction and Scope of Application

1.1 Master Terms and Conditions. Unless otherwise agreed between China Construction Bank (Asia) Corporation Limited (the Bank and the account holder (the “Customer”), the following master terms and conditions (the “Master TC”) shall, apply to all accounts opened by the Customer with, and services provided to the Customer by, the Bank from time to time. The Customer acknowledges that the Master TC apply in addition to other rules, regulations or terms and conditions in force from time to time. The provisions of the Master TC shall not in any way limit, and are in addition to, the rights, powers and remedies of the Bank as stipulated in any such additional rules, regulations or terms and conditions. In the event of any conflict or inconsistency between the Master TC and such other rules, regulations or terms and conditions in relation to any particular account or service, the provisions of the additional rules, regulations or terms and conditions will prevail to the extent of such conflict or inconsistency, unless expressly provided otherwise.

1.2 General and Specific Terms and Conditions. The Master TC comprise:

- (a) the general terms and conditions set out in Part A of the Master TC (the “General TC”) which apply to all accounts of, and services provided to, the Customer by the Bank; and
- (b) the additional specific terms and conditions set out in Part B of the Master TC (the “Specific TC”) which apply to the relevant specific accounts of, and/or services provided to, the Customer by the Bank.

In the event of any conflict or inconsistency between the General TC and the Specific TC, the Specific TC shall prevail to the extent of such conflict or inconsistency insofar as the Specific TC apply to the particular account and/or service in question.

PART A: GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL ACCOUNTS AND SERVICES

Unless otherwise agreed, the General TC set out in this Part A of the Master TC apply to all accounts which the Customer opens with, and all services which the Customer obtains from, the Bank.

1. Definitions and Interpretation

1.1 Definitions. In the Master TC, unless the context otherwise requires:

“**Account**” means any account(s) held by the Customer with the Bank from time to time which is subject to the Master TC;

“**Applicable Laws**” means all relevant or applicable statutes, laws and/or regulations of Hong Kong and other relevant jurisdictions and includes Foreign Law Requirements;

“**Applicable RMB Operational Arrangements**” means the operational arrangements in place from time to time in relation to RMB business in Hong Kong between the Bank, other members of the CCB Group and other participating institutions, clearing or settlement banks or bodies or systems whether in Hong Kong, the PRC or elsewhere;

“**Applicable RMB Rules**” means any law, regulation, order, restriction, guideline or the like (whether or not having the force of law) regulating RMB accounts and/or RMB transactions which are issued by any relevant governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation, clearing or settlement bank or body, exchange or professional body in Hong Kong, the PRC or elsewhere;

“**Authorised Person**” means a person authorised or deemed to be authorised by the Customer to operate one or more Accounts of the Customer maintained with, and/or Services provided to the Customer, by the Bank in a duly completed mandate or other authorisation form in such form and manner as the Bank may require from time to time;

“**Business Day**” means a day (excluding a Saturday, Sunday or public holiday) on which banks are open for business in Hong Kong;

“**CCB Group**” means the group comprising the Bank and/or its Holding Company, any Subsidiary or Affiliate of the Bank or its Holding Company and any of their branches, offices or units, in each case whether within or outside Hong Kong;

“**Customer**” shall be construed so as to include that person’s personal representatives and other successors in title, permitted assigns and permitted transferees and persons deriving title under any of them and, without limiting the generality of the foregoing:

- (a) where the Customer is a sole proprietorship firm, shall include the sole proprietor and his personal representatives and his or their successors in the business and all other successors in title and persons deriving title under any of them;
- (b) where the Customer is a partnership firm, shall include the partners who are the partners of the firm at the time of the Customer entering into the Master TC and their respective personal representatives and any other person or persons who shall at any time hereafter be or have been a partner of and in the firm and his or their respective personal representatives and the successors to such partnership business (and the Master TC shall not be terminated or prejudiced or affected by such change in constitution or membership) and all other successors in title and persons deriving title under any of them; and
- (c) where the Customer is a corporation or company, shall include such corporation or company and its successors in title and persons deriving title under any of them;

“**Dispute**” means any dispute arising out of or in connection with the Master TC, including a dispute regarding their existence, validity or termination;

“**EMU**” means the European Economic and Monetary Union;

“**Euro**” and “**€**” mean the lawful currency for the time being of the Participating Member States of the EMU;

“**FATCA**” means

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

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

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

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

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

“**Hong Kong**” means the Hong Kong Special Administrative Region of the PRC;

“**Hong Kong Dollars**” and “**HKS**” mean the lawful currency for the time being of Hong Kong;

“**HKMA**” means the Hong Kong Monetary Authority (or any successor or other agency or authority performing or assuming its or substantially similar functions);

“**Instruments**” means bills, drafts, promissory notes, orders, cheques or other instruments for the payment of money as the Bank may determine from time to time;

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

“**Overdraft Facility**” means any secured or unsecured overdraft facility which the Bank may make available to the Customer from time to time in accordance with section 5 of Part B (*Specific Terms and Conditions for Overdraft Facilities*) of the Master TC;

“**Participating Member State**” means any member state of the European Communities that adopts or has adopted the Euro as its lawful currency in accordance with legislation of the European Community relating to the EMU;

“**Password**” means any one or more means accepted by the Bank to authenticate a Customer and (where applicable) an Authorised Person seeking to access, use and/or give instructions with respect to any Account and/or Service through telephone (including mobile or wireless telephone), internet, e-mail or any one or more other channels or means advised by the Bank from time to time, and which may include any confidential identification, numeric and/or alphabetic characters, codes, phrases, tokens, digital signatures or similar authentication methods (or a sequence of any of them), including:

- (a) the first Password and any replacement Password advised by the Bank to the Customer and (where applicable) the Authorised Person; and
- (b) any subsequent Password customized by the Customer and (where applicable) the Authorised Person;

“**PRC**” means the People’s Republic of China;

“**Renminbi**” and “**RMB**” mean the lawful currency for the time being of the PRC;

“**RMB Clearing Agreements**” means the Bank’s agreement(s) with the relevant clearing bank and/or domestic agent bank for RMB transactions;

“**Service**” means any business banking, investment or other product(s) and/or service(s) from time to time offered by the Bank at its discretion to the Customer subject to the Master TC;

“**SFC**” means the Securities and Futures Commission (or any successor or other agency or authority performing or assuming its or substantially similar functions);

“**Standard Fee Schedule**” means the Bank’s current standard scale of fees and charges for accounts and services published by the Bank from time to time;

“**Subsidiary**”, in relation to any company or entity, means any other company or entity directly or indirectly under the control of the first-mentioned company or entity; for this purpose, “**control**” means beneficial ownership (direct or indirect) of more than fifty per cent (50%) of the voting share capital or equivalent right of ownership of such company or entity, or power to direct its policies and management whether by contract or otherwise; “**Holding Company**”, in relation to any company or entity, means the company or entity of which such last-mentioned company or entity is a Subsidiary and “**Affiliate**”, in relation to any member of the CCB Group, means any other company or entity in which any member of the CCB Group (alone or together with any other member of the CCB Group) owns directly or indirectly more than twenty per cent (20%) of the voting share capital or equivalent right of ownership of such company or entity;

“**TT**” means telegraphic transfer;

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

“**US Dollars**” and “**US\$**” mean the lawful currency for the time being of the United States of America.

- 1.2 Construction. In the Master TC, unless the context otherwise requires, any reference to:

“**including**” shall be construed as “**including without limitation**” (and references to “**include**” and related expressions shall be construed similarly);

a “**person**” includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust or

partnership (whether or not having separate legal personality) or two or more of the foregoing;

a “**regulation**” includes any regulation, rule, official directive, request, decree, code of practice or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation; and

“**statutory provisions**” shall be construed as references to those provisions as amended, modified, replaced or re-enacted from time to time; references to the Master TC and any other document shall be construed as references to the Master TC or such other documents as amended, supplemented or novated from time to time; words importing the singular include the plural and vice versa and words importing a gender include every gender; and part, section, clause and paragraph headings are inserted for reference only and shall be ignored in construing the Master TC.

- 1.3 Discretion. Where the Bank has any right to make any determination or to exercise any discretion as regards any matter under the Master TC, such right or discretion may be exercised by the Bank in such manner as the Bank shall absolutely and solely decide.

2. **Applying for Accounts and Services and Bank-Customer Relationship**

- 2.1 Business Accounts only. In order to benefit from the Bank’s Services, the Customer must open one or more Account(s) and must not under any circumstances utilize any personal account(s) opened by the Customer for business purposes.

- 2.2 Applications for Accounts and Services. The Customer may apply for the opening of any Account or Service by giving an instruction in accordance with the Master TC, together with such mandates, identification and other documents and information as the Bank may in its discretion require. The Customer acknowledges and agrees that the Bank will rely on the correctness and completeness of all information provided in assessing any application for an Account and/or Service and represents and warrants to the Bank that all such information, and any other information from time to time provided to the Bank is and shall be true and correct. The Bank may refuse to accept the Customer’s application for any Account or Service at its discretion and without giving any reason. Unless the Bank expressly agrees otherwise, documents submitted to the Bank in connection with any application for an Account and/or Service will not be returned.

- 2.3 Bank-Customer Relationship. The relationship between the Bank and every Account holder of Accounts opened or maintained with the Bank is basically that of debtor and creditor. However, other relationships may arise, such as bailor and bailee when items are held in safe custody, according to the Services provided by the Bank.

- 2.4 Customer’s Representations and Warranties. The Customer represents and warrants to the Bank that:

- (a) it is (as applicable) duly incorporated or established and validly existing under the laws of its jurisdiction of incorporation or establishment;
- (b) it has full power, capacity, authority and legal right to own its property and assets, to carry on its business and to enter into and engage in the transactions contemplated by the Master TC and all necessary action (including any applicable corporate action) and consents have been taken or obtained to authorise the execution, delivery and performance of the Master TC;
- (c) the Master TC constitute legal, valid and binding obligations of the Customer enforceable in accordance with their terms;
- (d) neither the execution of the Master TC nor the performance by the Customer of any of its obligations or the exercise of any of its rights hereunder will (i) conflict with or result in a breach of or default under any Applicable Laws, judgment,

order, authorisation, agreement or obligation applicable to the Customer, (ii) (where applicable) contravene any provision of its constitutional documents, or (iii) cause any limitation placed on it or (where applicable) the powers of its directors to be exceeded;

- (e) unless the Customer has notified the Bank otherwise in writing, the Customer is the sole beneficial owner of each Account, free from any third party rights, claims or interests and will enter into each transaction as principal and not as holder of a client Account, trustee, nominee, agent or otherwise for or on behalf of any other person;
- (f) where the Customer holds a client Account or otherwise acts for or on behalf of any other person, the Customer has implemented reliable know your customer systems to verify such other person's identity and to satisfy itself as to the source of the funds used to open or passing through any Account;
- (g) the Customer has made its own independent decision, on the basis of its own judgment and such advice from its third party advisers as the Customer has deemed appropriate, to enter into the Master TC and each transaction hereunder and as to whether the same is appropriate for the Customer and accepts the terms and risks of each such transaction and will not rely on the Bank's advice or recommendation.

The Customer also represents and warrants to the Bank that the foregoing representations and warranties will be repeated on the day each transaction is entered into and will survive termination of the Master TC.

2.5 Ultimate Beneficiary. The Bank is not required to recognize any person other than the Customer as having an interest in any Account. If the Bank agrees to open an Account in the Customer's name as client account, in trust, or as nominee or using some other similar designation for another person, the Customer:

- (a) agrees that the Bank will accept Instruments and instructions relating to that Account from the Customer only and will not be required to obtain any consent from, or see to the execution of any trust for, any other person, unless the Bank otherwise agrees in writing;
- (b) confirms that it has full power and authority to enter into the Master TC and all other relevant documents and perform the Customer's obligations thereunder;
- (c) accepts joint and several personal liability in relation to the Account and the related Services in addition to the liability of such other person (and, where the Customer is acting as trustee of a trust (the "**Trust**"), the Trust and any other trustees and (if such Trust is not irrevocable) the settlor of the Trust);
- (d) agrees to indemnify the Bank for any actions, suits, proceedings, claims, demands, loss, damages and costs and expenses which may be taken or made against the Bank or which may be incurred or sustained by the Bank arising from any transaction involving the Account and the related Services; and
- (e) agrees to indemnify the Bank out of the Customer's rights, property and undertaking as trustee of the Trust (of whatever kind and wherever situated, and whether present or future) ("**Trust Property**") in respect of the Customer's obligations under the Master TC.

2.6 Trusts. Notwithstanding any other provisions of the Master TC, where the Customer is acting as trustee of a Trust:

- (a) Such Customer represents and warrants that:

- (i) the terms of the relevant Trust instrument (as specified in the Account opening application, mandate or otherwise advised or provided to the Bank) and the performance of any of the Customer's duties under the Trust do not breach any Applicable Laws; and

- (ii) entry into the Master TC is a valid exercise of its powers under the Trust instrument for the benefit of the beneficiaries.

- (b) The Customer acknowledges and agrees that the Bank has no duty to:

- (i) verify the Customer's capacity or authority to enter into the Master TC and other relevant documentation or to perform any of the Customer's obligations thereunder;

- (ii) review or retain the Trust instrument or any variation or replacement thereof; or

- (iii) consider any other person, body or arrangement which is not a party to the Master TC and other relevant documentation.

- (c) The Customer undertakes:

- (i) to provide the Bank annually upon each anniversary of the date of the Account opening application (or where otherwise requested by the Bank) with the then current authorisation for the trustees for the time being of the Trust and to notify the Bank within five (5) Business Days of the retirement, death, insolvency or other incapacity of any trustee of the Trust; and not to agree, attempt or take any step which could restrict its right of indemnity from Trust Property.

- (d) If one or more of the trustees retires, dies or becomes insolvent, then the Bank will hold the Customer's assets delivered or transferred by the Customer to or to the order of the Bank subject to the Master TC (including any credit balance in the Account(s)) until the Bank determines to its satisfaction the person(s) entitled to any title to or interest in the assets. The Bank's obligation to hold the Customer's assets under this paragraph shall be without prejudice to any rights the Bank may have in respect of such assets arising out of any lien, charge, pledge, set-off, counter-claim or otherwise or to any step which the Bank may in its discretion consider desirable in view of any claim by any person other than those claiming through the estate of the deceased (if applicable).

- (e) The Customer shall indemnify the Bank and its officers, employees and agents for any actions, suits, proceedings, claims, demands, loss, damages and costs and expenses which may be taken or made against the Bank or which may be incurred or sustained by the Bank in relation to it holding such assets or in seeking a determination as to the person entitled to any title to or interest in any such assets.

- (f) The Customer undertakes to keep the Bank and its officers, employees and agents at all times fully and effectively indemnified from and against all actions, proceeding, claims, demands, costs, charges, expenses and taxes which may be brought or preferred against the Bank or which it may incur or sustain or for which the Bank may become liable by reason either directly or indirectly of the Bank having acted and agreed to act upon the instructions of less than all of the trustees of the Trust from time to time, except where and to the extent such loss is caused directly by the Bank's gross negligence or wilful misconduct.

2.7 Receipt of Fees, Commissions and Rebates by Bank. The Bank may, without accounting or disclosing the same to the Customer, pay or receive and retain charges, fees, commissions, rebates or other payments or benefits in any form to or from any counterparty, broker, agent, financial institution, correspondent or any other member of the CCB Group in respect of (i) any transactions, trades or investments effected with or for the Customer (including any hedging arrangements effected by the Bank in connection therewith) or (ii) Accounts and/or Services provided by the Bank to or for the Customer (whether as principal, trustee, agent or otherwise).

2.8 Lawful Use. The Customer agrees and undertakes to use all Accounts and Services only for lawful purposes.

3. **Instructions and Authorised Persons**

3.1 Bank's Right to Act on Instructions. In addition to any right of the Bank under the Master TC, the Bank shall be entitled to accept and act upon any instructions believed by the Bank in good faith to have emanated from the Customer or any Authorised Person in respect of any matter relating to the operation of any Account or Service.

3.2 Instructions. Any instruction from the Customer or any other person(s) on the Customer's behalf shall be given in the manner and pursuant to the mandate or other arrangements specified by and acceptable to the Bank from time to time. The Customer shall designate, in its first mandate (or Account opening application) delivered to the Bank, an account as its master Account so that all the instructions for the operation of other Accounts opened by the Customer simultaneously in the same mandate or to be opened by the Customer with Bank from time to time shall follow such instructions of the master Account unless otherwise specified by the Customer in the relevant mandate. If such master Account is closed at any time during the continuance of the provision of Accounts and/or other Services provided by the Bank to the Customer, the Customer shall designate another existing Account as master Account.

3.3 Manner of Instructions. Instructions must generally be given in writing but the Bank may accept instructions:

- (a) which may from time to time be given verbally (whether or not given) by telephone, including wireless or mobile telephone);
- (b) which may from time to time be transmitted by fax or similar means and contain the facsimile signature of the Customer or the Authorised Person(s) authorising or purporting to authorise its issue;
- (c) which may from time to time be transmitted by e-mail from any of the Customer's e-mail addresses specified in the Account opening application or the last e-mail address provided by the Customer to the Bank to any of the Bank's email address(es) specified in the Account opening application or such other e-mail address(es) as the Bank may from time to time specify by giving notice in writing to the Customer via e-mail or otherwise or other electronic or other means acceptable to the Bank,

provided in each case that the Customer executes and provides such authorisations, indemnities and/or other documents as the Bank may require. The Bank may require different means of giving instructions for different Accounts and/or Services. The Bank may (without assuming or incurring any liability whatsoever) refuse to accept instructions not given in accordance with such manner or mandate or other arrangements.

3.4 Use of Chops or Seals. If the Bank in its discretion accepts the chop or seal of the Customer or any Authorised Person as the Customer's or the Authorised Person's signatures where instructions are given to the Bank in writing or by fax or similar means, the Bank shall be entitled to rely upon, and the Customer shall be bound by, any such instruction bearing an impression of the chop or seal of the Customer or Authorised Person concerned which appears on its face to be similar to the specimen on the Bank's record, regardless by whomsoever affixed

(whether authorised or unauthorised) and whether or not the impression or affixation concerned is from the same chop or seal of which a specimen has been provided to the Bank. The Customer undertakes to keep each chop or seal safe at all times and must immediately notify the Bank in writing of any loss, theft, destruction or change of any such seal or chop. Until the Bank's actual receipt of such notification, the Bank is entitled to act on the basis of the most recent instruction or information on the Customer then kept by the Bank, and the Customer shall remain responsible for any and all use of the relevant Account or Service by unauthorised persons or for unauthorised purposes, except where and to the extent caused directly by the gross negligence or wilful misconduct of the Bank or its employees, agents or servants.

3.5 Instructions with Use of Passwords.

- (a) Where the Bank in its discretion permits a Customer or its Authorised Persons to access an Account and/or Service through a Password, any such instruction given, as understood and acted on by the Bank in good faith, shall be irrevocable and binding on the Customer whether given by the Customer or (where applicable) the Authorised Person or by any other person purporting to be the Customer or (where applicable) the Authorised Person. This is the case notwithstanding different requirements in the Customer's mandate or other arrangements.
- (b) Changes in Authorised Persons or signing arrangements will not affect operation of an Account and/or Service by use of a Password.
- (c) The Bank shall be under no duty to verify the identity or authority of the person giving any such instruction or the authenticity of such instruction apart from verifying the Password.
- (d) The Customer undertakes to ensure that its and (where applicable) its Authorised Persons' Passwords are at all times kept secret and secure and to comply with any user or security guidelines provided by the Bank from time to time.
- (e) If the Customer (or, where applicable, the Authorised Person) becomes aware or suspects that any Password has been stolen, lost, disclosed to any unauthorised person or otherwise compromised or that any unauthorised use of an Account or Service is taking or has taken place, the Customer or (where applicable) the Authorised Person must immediately notify the Bank in person or by telephone or in such other manner as the Bank may from time to time prescribe. The Bank may ask the Customer to confirm any such verbal or telephone notification in writing and, until the Bank's actual receipt of such notification, the Customer and (where applicable) the Authorised Person shall remain responsible for any and all use of the relevant Account or Service by unauthorised persons or for unauthorised purposes.

3.6 No Withdrawal or Amendment. Instructions, once received by the Bank, may not be cancelled, withdrawn or amended without the Bank's prior written consent.

3.7 Verification and Confirmation of Instructions.

- (a) The Bank shall have no duty to verify the identity or authority of the person giving any instruction or the authenticity of such instruction. The Bank is, however, entitled to verify an instruction before executing the same. This may include verification by calling the Customer and/or the Authorised Person(s).
- (b) Where instructions are not given in writing, the Bank may (but shall not be obliged to) require that such instructions be confirmed in writing. Notwithstanding the foregoing, the Bank may (but is not obliged to) act on verbal instructions before it receives such written confirmation without

assuming or incurring any liability whatsoever, even if no such written confirmation is subsequently received.

- 3.8 Conflicting Instructions. If the Bank receives instructions which are ambiguous, conflicting and/or which appear unauthorised, the Bank may (without assuming or incurring any liability whatsoever) decline to act on such instructions until it has received satisfactory confirmation of such instructions.
- 3.9 Bank's Right to Refuse to Act.
- (a) The Bank shall be entitled to act in accordance with its regular business practice and procedure and will only accept instructions insofar as (in the Bank's opinion) practicable and reasonable to do so. The Bank reserves the right (without assuming or incurring any liability whatsoever) to prescribe any conditions subject to which it accepts any instructions or to refuse to act on any instruction on such grounds as it deems fit.
- (b) In particular, the Bank shall be entitled to refuse to execute or to delay the execution of any instruction if there are insufficient funds, assets or (if applicable) pre-arranged credit facilities in the relevant Account(s) to cover any payment and/or fees or other charges arising therefrom.
- (c) Notwithstanding the aforesaid, the Bank may (but is not obliged to) execute any instruction despite the insufficiency of funds, assets or (if applicable) pre-arranged credit facilities but the Customer shall immediately on demand repay any resulting overdraft or advance and all resulting interest, charges and fees at such rates as the Bank may determine at its discretion upon prior notice to the Customer. If the Bank places an order or enters into any transaction for purposes of executing an instruction which is subsequently not effected due to insufficiency of funds, assets or pre-arranged credit facilities, the Bank may (but is not obliged to) at any time in its discretion place other orders or enter into other transactions to set-off the order so placed or transaction so entered. Any resulting loss (as to which and the amount of which any certificate given by the Bank's officers shall be conclusive) shall be borne by the Customer but any resulting gain shall belong to the Bank.
- 3.10 Compliance with Rules of Clearing and other Systems. The Bank is authorised to participate in and comply with the rules and regulations of any organization which regulates the conduct of banking and/or securities business and any system which provides central clearing, settlement and similar facilities for banks and/or in respect of securities but, in each case, without liability for any acts or omissions on the part of the operator or manager of any such organization or system.
- 3.11 Authorised Person(s). The Customer may appoint one or more Authorised Persons for or in connection with the operation of any Account(s) and/or Services provided by the Bank. The Customer shall provide the Bank with written instructions as to such Authorised Persons and any changes in Authorised Persons, together with the relevant specimen signature(s) of, and other details and information relating to, the Customer's Authorised Persons as the Bank may from time to time require. All instructions, Instruments and other documents signed or purported to be signed by the Customer or any Authorised Person in accordance with the relevant mandate and/or other authorisation form shall be binding on the Customer and may be relied upon by the Bank (without assuming or incurring any liability whatsoever), except in the case of gross negligence, or wilful misconduct on the part of the Bank or any of its employees, agents or servants.
- 3.12 Subsistence of Authorised Person's Authority. The Bank may treat an Authorised Person's authority as subsisting and such Authorised Person's authority shall be binding on the Customer until the Bank has received written notice of the revocation, amendment or other modification of an Authorised Person's authority (whether by the Customer or by virtue of the Authorised Person's bankruptcy, liquidation, death, mental incapacity or other legal disability or any

other reason whatsoever). The Customer agrees that the Bank is under no obligation to ascertain or to inquire into the purpose for which any Authorised Person operates any of the Customer's Accounts and/or Services, but an Authorised Person shall not have the authority to modify the relevant mandate(s) and/or authorisation form(s) and/or the signing arrangements relating to the relevant Account(s) and/or Service(s).

- 3.13 Instructions by Authorised Persons for Own Benefit. The Customer acknowledges that an Authorised Person may, in certain circumstances, give instructions to withdraw and/or transfer funds from an Account for his own use and benefit. The Customer authorises the Bank to execute such instructions in accordance with the Master TC and agrees that the Bank shall be under no duty to verify the propriety or integrity of any instructions.
- 3.14 Processing of Changes. Pending completion of the processing of any change in the Customer's address or any other Customer information (including signature, Authorised Person, authorised manner of signing, Password or other relevant particulars) as notified by the Customer to the Bank, the Customer authorises the Bank to continue to process the Customer's instruction(s) in accordance with the mandate given to the Bank prior to the notice of such change or to continue to send statements of Account and other communication to the Customer at the Customer's Account mailing address and/or any other address as specified in the mandate or instructions given to the Bank in connection with the Customer's Account(s).
- 3.15 Responsibilities for Security. The Customer shall exercise reasonable care, take reasonable precautions and establish adequate controls and security arrangements to prevent fraud, forgery or other unauthorised use in relation to any Account or Service. The Customer must notify the Bank immediately upon becoming aware of any actual or suspected fraud, forgery or other unauthorised use (including the loss, theft or compromising of any Password). The Bank does not assume liability to the Customer or any third party for any consequences arising out of or in connection with such actual or suspected fraud, forgery or other unauthorised use, except for direct losses directly due to gross negligence or wilful misconduct by the Bank or its employees.

4. Customer Comprising More Than One Person

- 4.1 Where the Customer comprises more than one person:
- (a) references to the Customer mean and include each and every person liable under the Master TC or, where the context permits, any one or more of them;
- (b) all representations, warranties, undertakings, agreements and obligations of the Customer expressed or implied in the Master TC shall, unless the context otherwise requires, be deemed to be made, given or assumed by each such person jointly and severally and, without limiting the foregoing, the Bank is entitled to exercise its rights under Clause 9.1 (*Consolidation and Set-off*) of Part A and apply any credit balance in any Account of the Customer in or towards satisfaction of any obligations and/or liabilities owed to the Bank by one or more persons comprising the Customer;
- (c) any notice or communication sent by the Bank to any of such persons shall be deemed to have been sent to all of them and any notice or communication sent to the Bank by any of such persons shall be deemed to have been sent by each of them;
- (d) each of such persons shall be bound by the Master TC notwithstanding that, for any reason whatsoever, any other of them intended to be bound is not so bound or the Master TC are or become invalid or unenforceable against any other of them;
- (e) the Bank is entitled to deal separately with any of them on any matter, including the release or discharge of any liability to any extent and/or the granting of time or any other indulgence to, or the making of any composition or other arrangements with, any such person, in each case without in

any way affecting the liability of, or the Bank's rights, powers and/or remedies against, any other of them;

- (f) acceptance by any such person of any terms and conditions governing any Services rendered by the Bank in respect of any Account held in their joint names shall be deemed to constitute acceptance by and bind each of them;
- (g) where any of such persons is authorised to operate the Account singly, the Bank is authorised to honour and comply with all Instruments, instructions, directions or receipts which are signed, sealed and/or chopped by any of such persons, whether or not the relevant Account(s) is/are in credit or overdrawn, and to comply with all instructions or other directions given for or in connection with the relevant Account(s), and to accept and act upon all receipts for monies deposited with or owing by the Bank on such Account(s);
- (h) if, prior to acting on an instruction, direction or receipt received from any such persons, the Bank receives conflicting or inconsistent instructions from any other of them, the Bank may (without assuming or incurring any liability whatsoever) require satisfactory confirmation of such instructions from all such persons and, until it has received the same, decline to act on any such instructions;
- (i) notwithstanding the foregoing, unless otherwise agreed with the Bank, the signatures of all such persons shall be required to:
 - (i) close any Account in their joint names; and/or
 - (ii) amend or otherwise vary the signing arrangements for any such Account(s);
- (j) upon the Bank receiving written notice of the death, bankruptcy, liquidation or other incapacity of any of them, any automatic disposal instructions or standing instructions for the operation of Accounts held in the joint names of such persons will cease to be effective.

5. Deposits, Withdrawals and Collection and Payments Services

5.1 Minimum Balance Requirements etc. The Bank reserves the right to:

- (a) impose minimum or maximum amounts or balances in respect of the opening, operation and/or closing of Accounts, including minimum balances required to be maintained in interest-bearing Accounts before interest is payable on credit balances in such Accounts;
- (b) specify the currencies in which any foreign currency Account may be denominated and the method of payment from and/or into any such Account;
- (c) specify the time periods for which time deposits may be placed with the Bank;
- (d) designate and change the Account numbers of any Account.

If an Account is closed within three (3) months of being opened, the Bank reserves the right to charge such administration fees as determined by the Bank from time to time.

5.2 Deposits and Withdrawals. The Bank may effect any payment of withdrawals from an Account to the Customer by cash payment in the currency of the Account, by issuing a cheque in the currency of the Account or by any other means the Bank considers suitable. The Bank may at any time (without giving reasons and without assuming or incurring any liability whatsoever) refuse to accept a deposit, limit the amount that may be deposited or return all or part of a deposit.

5.3 Repayments. The Customer shall repay to the Bank on demand or on their respective due dates all moneys paid or to be paid or advanced

(whether by way of overdraft or in any other form) by the Bank to the Customer and all sums of whatever nature for which the Customer is now or may at any time hereafter be indebted or liable to the Bank on any Account, in respect of any Service or in any manner whatsoever. The Bank may at any time debit any Account(s) of the Customer chosen by the Bank with all such sums and all moneys so paid or advanced or for which the Customer is or may become indebted or liable or which is or may become owing by the Customer.

5.4 Overdrafts and Default Interest. Overdrafts are only allowed with the Bank's prior written agreement. However, the Bank may accept an instruction to withdraw or transfer any amount from an Account, or to pay any Instrument, notwithstanding that such withdrawal, payment or transfer results in an Account being overdrawn or in debit. If the Bank allows an overdraft, this only applies for that particular instruction and, unless the Bank expressly agrees otherwise, the Bank shall have no obligation to allow a similar overdraft in the future. If the Customer overdraws any Account or exceeds any agreed borrowing limit without the Bank's prior agreement, the Bank reserves the right to charge default interest and/or other charges at such rates as set out in the Standard Fee Schedule or as it may from time to time determine and notify to the Customer.

5.5 Amounts to Include Interest. All moneys, payments, sums and amounts of money expressed herein to be payable by the Customer to the Bank shall include any and all interest payable thereon. Interest on such moneys, payments, sums and amounts shall be payable at the rate which shall from time to time be agreed, provided that where there is no agreement the rate shall be determined by the Bank. Interest shall accrue from day to day and shall be calculated on such basis and be payable at such times as the Bank may determine in accordance with its usual practice. Interest on amounts in default, both before and after judgment, shall be compounded monthly or at such intervals as the Bank may determine.

5.6 Business During Normal Business Hours. Instruments and instructions (whether to pay money or otherwise) shall be lodged for acceptance, clearance, collection and/or payment during the Bank's normal business hours and (where necessary) properly endorsed in accordance with prevailing local banking practice. Such Instruments and instructions will be dealt with in accordance with such practice during the Bank's normal business hours and are subject, in accordance with such practice or as otherwise notified by the Bank to the Customer from time to time, to usual time for clearance. All other business of the Bank shall be transacted during the Bank's normal business hours in accordance with prevailing local banking practice. Notwithstanding the foregoing, the Bank may in its discretion (but shall not be obliged to) deal with such Instruments or instructions and/or transact such other business outside its normal business hours. In collecting cheques for the Customer, the Bank's duty shall be limited to, and discharged by, presentation of such cheques to the relevant clearing house.

5.7 No Drawing Against Uncleared Instruments. Unless otherwise agreed by the Bank, the Customer may not draw against uncleared Instruments (whether drawn on the Bank or sent for collection) paid in by the Customer until the proceeds thereof have been received by the Bank and the Bank reserves the absolute right, for any reason and without assuming or incurring any liability whatsoever, not to honour withdrawals against any uncleared Instruments.

5.8 Stop Payment Instructions, Post-Dated Instruments and Stale Instruments. Instructions to stop acceptance or payment of any Instrument must be given in writing (or verbally followed by writing not more than twenty-four (24) hours thereafter) and will be recorded by the Bank. Instruments bearing a date subsequent to or more than six (6) months prior to the date of presentation will generally not be accepted or paid provided that the Bank may, in its discretion and without assuming or incurring any liability, accept, pay or clear such Instruments at the Customer's sole risk.

5.9 Signing, Making and Drawing of Instruments by Customer. The Customer shall:

- (a) exercise reasonable care when signing, making and/or drawing Instruments upon the Bank or signing instructions,

orders or other documents upon which the Bank is intended to act so as not to facilitate forgery or fraud, mislead the Bank or enable the alteration of such Instruments, instructions, orders or other documents; and

- (b) inform the Bank promptly upon becoming aware of the forgery of the Customer's or any Authorised Person's signature on any Instrument signed, made or drawn upon the Bank or any other instrument, order or other document upon which the Bank is intended to act.
- 5.10 Dishonoured Instruments. In the event that any Instrument or instruction (whether to pay money or otherwise) lodged with the Bank for acceptance, clearance, collection and/or payment is dishonoured, the Bank's sole obligation shall be to notify the Customer and, pending further instructions from the Customer, the Bank may retain possession of such Instrument or instruction and charge an administration fee in respect thereof as determined by the Bank.
- 5.11 Inward Remittances. Inward remittances (whether in Hong Kong Dollars or any other currency) may not be credited to an Account on the same day if the Bank does not receive the related payment advice before the relevant cut-off times as specified by the Bank from time to time. Interest will not accrue on any inward remittance until the funds are actually cleared and credited to the Account. In relation to an incoming remittance in a currency other than Hong Kong Dollars, if that currency is required to be converted into Hong Kong Dollars, the Bank's prevailing exchange rate will apply.
- 5.12 Outward Remittances and TTs. If an outward remittance cannot be completed, the Bank will notify the Customer as soon as reasonably practicable. The Bank may (but shall not be obliged to) effect outward remittances or withdrawals by TT for the Customer. Where the Bank accepts to effect outward remittances (whether or not by TT), such remittances shall be subject to, and despatched in accordance with, the Bank's terms and conditions for such remittances (including any charges and minimum or maximum amounts specified by the Bank) as in force from time to time. Without limiting the foregoing, unless otherwise specified by the Bank, all outward remittances shall be subject to the following rules:
- (a) The Bank will not be liable for any loss or damage due to delay in payment or in giving advice of payment, loss of items in transit or otherwise, mutilation, error, omission, interruption or delay in transmission or delivery of any item, letter, telegram or cable or the actions of the Bank's correspondents, sub-agents or other agents, or declared or undeclared war, censorship, blockade, insurrection, civil commotion, or any law, regulation, control, restriction or other act of a domestic or foreign government or other group or groups exercising governmental powers, whether de jure or de facto, or any act or event beyond the Bank's control.
- (b) Unless the Bank receives specific instructions to the contrary, payment will be effected in the currency of the destination country.
- (c) Unless otherwise specified, all charges incurred outside Hong Kong are for the account of the beneficiary. If the Customer requires that the beneficiary receives the full amount without any deduction of charges, the Customer must instruct the Bank specifically in which case all charges will be for the Customer's account.
- (d) Notwithstanding any specific Customer request or instruction to the contrary, the Bank reserves the right to effect payment through such means or correspondents as it may in its discretion determine if (in the Bank's sole opinion) operational circumstances so require.
- (e) Any exchange rate which the Bank may quote at any time for purposes of a remittance shall be for indication only and the Bank shall be entitled to effect the remittance at the exchange rate prevailing in the relevant foreign exchange market at the time when the remittance is completed. The Bank is

authorised to debit/credit (as the case may be) any difference between the rate quoted by the Bank and the rate at which the remittance is actually effected to any of the Customer's Accounts.

- (f) Outward remittances may be subject to laws, regulations, foreign exchange controls or other controls, restrictions or measures ("**Foreign Restrictions**"). It is the Customer's sole responsibility to ascertain and comply with such Foreign Restrictions and Customers are strongly advised to make their own enquiries in this regard. The Bank assumes no responsibility for advising the Customer of any Foreign Restrictions and the Bank shall not be liable for any loss or delay as a result of a payment being subject to such Foreign Restrictions.
- (g) The Bank may send any message relating to a TT either literally or in code or cipher and shall not be liable for errors in or misinterpretation of such message or any loss or damage caused by the negligence or default by any correspondents or other agents, except where and to the extent such error, misinterpretation, loss or damages is caused directly by the Bank's gross negligence or wilful misconduct.
- (h) Instructions received by the Bank after such cut-off times as the Bank may specify from time to time will not be processed on the same day.
- (i) All charges in respect of a remittance which may be levied and/or claimed by the Bank's correspondents and agents subsequent to a remittance having been effected shall be borne by the Customer.
- (j) Payment in favour of a beneficiary not maintaining an account with the Bank or another member of the CCB Group in the destination country may be subject to delay depending on the destination country's clearing system and action taken by the beneficiary's bank in collecting the remittance.

The Customer agrees that the Bank may disclose any information in connection with a remittance to the relevant correspondent or intermediary bank. If an outward remittance cannot be completed (whether as a result of Foreign Restrictions or otherwise), the Bank shall not be required to refund the charges paid by the Customer for such remittance, except where and to the extent that the non-completion was caused directly by the Bank's gross negligence or wilful misconduct.

5.13 Demand Drafts and Cashier Orders.

- (a) Upon issue, unless the Customer specifically requests collection by an Authorised Person, any demand draft or cashier's order shall be sent to the Customer at the Customer's last known address and at the Customer's sole risk and cost.
- (b) Any request for amendment, stop payment, cancellation or refund shall be at the Bank's discretion and subject to any conditions as the Bank may in its discretion prescribe. The Bank is not obliged to notify any person upon receipt of a stop payment instruction or notice of loss in respect of a demand draft or cashier's order.
- (c) Encashment of any demand draft is subject to any requirements under the encashment practice of the drawee bank as well as subject to the laws and regulations of the country or territory where the demand draft is to be encashed. The Bank shall not be liable to the Customer or any other person for any loss or damage arising from any Applicable Laws (including any currency or exchange control or restriction) or other governmental action of the country or territory in which or in the currency of which the demand draft is drawn.

5.14 Direct Debit Authorisations. The Bank will, at the Customer's request, arrange a direct debit or periodical payment arrangement from an Account, subject to the Customer executing such further documents as the Bank may from time to time require. If the Customer has arranged a direct debit authorisation or periodical payment arrangement on an Account and no transaction is performed under such direct debit authorisation or periodical payment arrangement (as the case may be) for a continuous period of twelve (12) months, the Bank shall be entitled to cancel such authorisation or arrangement without prior notice to the Customer, notwithstanding its non-expiry or the lack of a specified expiry date for the authorisation or arrangement.

5.15 Payments etc. Only in Hong Kong. Unless the Bank agrees otherwise, funds standing to the credit of any Account may only be withdrawn, and any other amount or item to be paid or delivered by the Bank will only be paid or delivered, in Hong Kong at the office of the Bank where the relevant Account is kept.

5.16 Payments.

- (a) All sums payable by the Customer to the Bank shall be payable without set-off, counterclaim and any other restriction or condition and free and clear of any tax or other deduction or withholdings of any nature. If the Customer is required by law to make any deduction or withholding, the Customer will promptly pay to the Bank such additional amount as may be necessary to ensure that the Bank receives a net amount equal to the full amount which it would have received had payment not been made subject to any deduction or withholding.
- (b) Any monies received by the Bank in respect of any of the Customer's liabilities to the Bank, howsoever arising, may be applied to such liabilities as the Bank may in its discretion determine, or be paid into and held in a suspense account for so long as the Bank thinks fit. In the event of any proceedings in or analogous to bankruptcy, winding-up, liquidation, composition or arrangement, the Bank may prove for and agree to accept any dividend or composition in respect of the Customer's outstanding liabilities as if there had been no suspense account or no credit therein.
- (c) The Bank shall have the right at all times to reverse any erroneous entries to any of the Customer's Accounts with effective back-value to when the correct entry (or no entry) should have been made.

5.17 Payments affected by Foreign Law Requirements

- (a) The Customer acknowledges and agrees that notwithstanding any other provision of the Master TC:
 - (i) any payments by the Bank under the Master TC, will be subject to withholding and deduction as required under Foreign Law Requirements;
 - (ii) any amount withheld under (i) may be held in whatever account or in whatever manner determined by the Bank; and
 - (iii) the Bank is not be liable for any gross up, loss or damage suffered as a result of the Bank's exercising its rights under this Clause 5.17.
- (b) The Customer acknowledges and agrees that any transaction, payment or instruction under the Master TC may be delayed, blocked, transferred or terminated as required for the Bank to meet its obligations including those under any Foreign Law Requirement as determined by the Bank.

6. Interest, Fees and Charges

6.1 Interest. Interest will be paid only on credit balances over the minimum balance (if any) on Accounts with the Bank (and not for credit balances on accounts maintained with the Bank's correspondents). Interest will

be paid at such rates (if any) and at such times as the Bank may from time to time determine. No interest will be paid on uncleared funds. Unless otherwise specified by the Bank, no interest will be paid on current Accounts.

6.2 Fees and Charges. The Bank shall be entitled to charge the Customer according to its current Standard Fee Schedule and, in the case of fees and charges for Services not stipulated therein, as advised to the Customer at the time the relevant Service is offered or upon the Customer's request. In particular, the Bank may:

- (a) without the Customer's consent, debit any Account of the Customer with stamp duties and all expenses, commission and banking charges; and
- (b) debit any Account of the Customer which is overdrawn without the Bank's prior express agreement with interest at the rate specified by the Bank for the time being for unauthorised overdrafts.

6.3 Details of Non-Standard Fees and Charges. Details of the basis of fees and charges for Services not stipulated in the Bank's Standard Fee Schedule will be advised at the time the relevant Services are offered or upon request of the Customer.

6.4 Debiting and Notice. The Bank reserves the right, at any time and without notice, to debit any one or more Accounts of the Customer for purposes of settling such fees, expenses or other charges.

6.5 Dormant Accounts. If no deposit, withdrawal or fund transfer activity is recorded on an Account for twelve (12) consecutive months (or such other period as the Bank may from time to time determine and notify to the Customer), the Bank will treat such Account as dormant and charge a dormant Account fee in accordance with the Bank's then current Standard Fee Schedule or as otherwise notified by the Bank to the Customer. The Bank will normally (but is not obliged to) give notice to the Customer after charging a dormant Account fee for the first time. If no further action is taken by the Customer within 30 days of the Bank's notification to the Customer, the Bank may, without further notice, debit such sum (and all further dormant Account fees accruing on such Account) from the Account until there is no credit balance in such Account, at which point the Bank may close the Account pursuant to Section 12 of Part A.

7. General Indemnities and Exclusions of Liability

7.1 General Exclusion of Liability. To the maximum extent permitted by Applicable Laws:

- (a) the Bank excludes all and any liability in respect of any loss or damage suffered by the Customer or any other person due to or arising out of the Bank's handling or dealing with any Account(s) of, or Service(s) provided to, the Customer (including (i) any loss, destruction, late presentation or failure to present, demand, collect or give notice of non-payment or dishonour of any Instrument, whether the same is in the custody of the Bank or any properly authorised third party through whom such documents are presented for collection; (ii) any system delays or failures; (iii) any unavailability or diminution in the value of the Customer's funds or investments due to taxes, deductions, withholdings, imposts or depreciation, market factors or any cause beyond the Bank's control), except where and to the extent that the loss or damage is a direct and reasonably foreseeable consequence of the gross negligence or wilful misconduct of the Bank or its agents or employees;
- (b) the Bank will not be liable for any loss of profit, revenue, savings, data, goodwill or business or any indirect, consequential, special, punitive or incidental loss or damage; and
- (c) in the event that the Bank is found liable under the Master TC, its liability will be limited to the lesser of the amount of

the direct loss or damage and the amount of the relevant transaction.

address are required to use the Access Service;

Nothing in the Master TC shall exclude or limit the Bank's liability in respect of death or personal injury arising from the negligence of the Bank or its agents or employees.

(ii) internet and email services may be subject to certain IT risks and disruption;

7.2 **General Indemnity.** To the maximum extent permitted by Applicable Laws, the Customer shall indemnify the Bank and its employees, officers and agents against all actions, suits, proceedings, claims, demands, loss, liabilities, damages, costs, charges and expenses (including interest and commission payments) (except to the extent caused by the Bank's gross negligence or wilful misconduct) which may be taken or made against the Bank or which may be incurred or become payable by the Bank directly or indirectly pursuant to or in connection with any Account(s) or Service(s) (including those arising from revocation or alteration of any instructions given by or on behalf of the Customer, any collection by the Bank on behalf of or for the account of the Customer, anything done or omitted by the Bank pursuant to the Customer's or any Authorised Person's instructions, any failure by the Customer to comply with the Master TC, the Customer or Authorised Person providing misleading or false information in respect of itself or any other person or matter in connection with the Master TC, or by reason of the Bank holding moneys or other property for or on account of the Customer).

(iii) the Customer may incur additional costs for using the Access Service;

(iv) without prejudice to Clause 14.4 (*Notices*) of Part A, email may be the Customer's only notice that documents have been posted on the Bank's website, and the Customer should check the designated email address regularly;

(v) the Customer may have to pay a reasonable charge for obtaining a hardcopy of any document that is no longer available for access and downloading through the Bank's website;

(vi) the Customer may revoke consent to provision of documents via the Bank's website subject to giving 30 days' advance written notice to the Bank by any means prescribed in Clause 14.4 (*Notices*) of Part A; and

7.3 **Securities.** Any stocks or other securities registered or otherwise held in the name of the Bank or the Bank's nominee or any of the Bank's branches, agents, representatives or correspondents for the Customer's account shall be held at the Customer's sole risk and the Bank shall have no responsibility for any depreciation or diminution in value or for any restriction or deduction applied thereto or to any payment in respect thereof. The Bank may, at its discretion and without assuming or incurring any liability, take any action in respect thereof that may seem to be expedient or in the Customer's interest if it should not be possible to obtain the Customer's instructions or if in the Bank's opinion it would involve undue delay or expense to obtain such instructions. The Bank may at its discretion and for the Customer's account, but shall not be liable to, collect dividends, interest or other payments or pay calls, taxes, duties or other disbursements in respect thereof. The Bank shall not be bound to return securities bearing serial numbers identical with those originally held so long as the securities returned are of the same class, denomination and nominal amount and rank pari passu with those originally held subject always to any capital reorganisation or similar event which may have occurred in the meantime.

(vii) the Customer should save an electronic copy of all Account statements and documents provided via the Bank's website for their own reference.

7.4 **Agents.** The Bank may appoint such agent(s) as it thinks fit to perform duties in connection with any of the Customer's business transacted with the Bank and forward any document or item to such agent(s) as it considers appropriate. The Bank shall not be liable for the negligence or any wrongful act, omission, delay, default or the solvency of any such agent, unless the Bank has expressly authorised the same.

8.2 **Customer's Obligation to Examine and Verify.** The Customer agrees to carefully check the entries and/or transactions on each Account statement or deposit receipt, confirmation or advice (as applicable) (collectively, "**Statements**") for errors, discrepancies, omissions, unauthorised debits or any other incorrect and/or unauthorised transactions or entries arising from whatever cause (including forgery, forged signature, fraud, lack of authority or negligence of the Customer or any other person) (collectively "**Discrepancies**", each a "**Discrepancy**"). The Customer also agrees that unless the Customer notifies the Bank in writing of any such Discrepancy within ninety (90) days from the date of the Statement, the Statement shall, as between the Bank and the Customer, constitute conclusive evidence as to the correctness and accuracy of the Statement and all transactions, entries and balances set out therein and shall be binding on the Customer, who shall be deemed to have agreed to waive any rights or objections or to pursue any remedies against the Bank in respect thereof.

8. Account Statements and Transaction Confirmations

Without prejudice to the above, the Bank may, at any time and without assuming or incurring any liability to the Customer, reverse, rectify and/or correct any Discrepancy in any Statement caused by administrative, operational or computer errors or otherwise by the Bank's own error or omission. A Statement so rectified or corrected shall be binding as between the Bank and the Customer.

8.1 Account Statements.

8.3 **Overpayments etc.** If, as a result of error, irregularity or omission by the Bank, the Customer or any other person:

(a) Unless otherwise requested by the Customer and confirmed by the Bank, the Bank will send Account statements to the Customer on a monthly basis (or at such other intervals as the Bank may determine from time to time). Where there has been no transaction on an Account since the last Account statement was provided to the Customer, the Bank may (but shall not be obliged to) provide the Customer with an Account statement at such intervals as the Bank may determine from time to time.

(a) any overpayment is made into the Customer's Account, and/or

(b) the Customer withdraws, transfers or otherwise makes use of any funds mistakenly transferred to the Customer's Account or otherwise paid to the Customer,

(b) The Customer agrees that the Bank may provide Statements (as defined in Clause 8.2 (*Customer's Obligation to Examine and Verify*) below) and other documents via the Bank's website ("**Access Service**"). Further, the Customer agrees to and accepts the following:

(i) computer equipment and software, internet access and a specific email

the Customer shall forthwith on demand refund the amount so overpaid or used to the Bank and the Bank may, without prior notice to the Customer, debit the amount overpaid to any of the Customer's Accounts.

9. Consolidation of Accounts, Lien and Set-Off Rights

9.1 Consolidation and Set-off. Without prejudice and in addition to any general lien, charge, pledge, other security, right of set-off or other right or remedy of the Bank under Applicable Laws (whether express or implied) or otherwise, the Bank shall be entitled at any time and from time to time, without notice, to:

- (a) combine or consolidate all or any of the Customer's Accounts in any currency (of whatever nature, wheresoever located, whether in the Customer's sole name or jointly with others, whether subject to notice or not and whether or not any sum in any such Account is then due and payable) with any of the Customer's liabilities to the Bank (including circumstances where there is a default in payment of any sum owing by the Customer to the Bank, a winding up, bankruptcy or similar petition or order is presented, filed or made against the Customer or where a receiver or similar officer is appointed over all or any substantial part of the Customer's assets or the Bank, in its sole opinion, otherwise has reason to believe that the Customer is or is about to become unable to pay its debts when due); and

set off, debit, withhold, apply and/or transfer any sum standing to the credit of any such Account (even if this requires the breaking of any deposit before its maturity date) or any other sum (irrespective of the currency of such sums) owing to the Customer by the Bank in or towards satisfaction of any of the Customer's obligations and/or liabilities to the Bank on any other Account or in any other respect whatsoever (whether such liabilities be present or future, actual or contingent, primary or collateral, several or joint, secured or unsecured and whether they are owed by the Customer in its own capacity or any other capacity whatsoever (including in the capacity of a sole proprietor or a partner of a partnership)).

Where such combination, consolidation, set-off, debit, withholding, application and/or transfer requires the conversion of one currency into another, such conversion shall be calculated at the spot rate of exchange prevailing in the relevant foreign exchange market at the relevant time (as conclusively determined by the Bank). Nothing in this Clause shall be construed so as to constitute a security interest, whether by way of charge or otherwise.

9.2 Lien. The Bank shall be entitled to exercise a lien over all property of the Customer which is in the possession or control of the Bank, for custody or any other reason and whether or not in the ordinary course of business, with power for the Bank to sell such property to satisfy any indebtedness owed by the Customer to the Bank.

9.3 Payments by Bank. The general rule that a debtor must seek out its creditor will not apply to the Bank in relation to moneys held for the credit of the Customer on any Account provided that, subject to any right of set-off or other right which the Bank may have under Applicable Laws or otherwise, the Bank shall pay to the Customer an amount equal to any credit balance if requested to do so by the Customer.

10. Provision of Data

10.1 Provision of Data. To enable the Bank to consider whether to provide or continue to provide the Customer with any Account or Service and/or comply with any Applicable Laws or court orders of Hong Kong or elsewhere, the Bank may require the Customer to supply to the Bank from time to time information, documents or certifications about:

- (a) the Customer
- (b) the ultimate beneficial owner of any Account or Service;
- (c) the person ultimately responsible for giving any instruction or for entering into any transaction or obtaining any Service;

- (d) any person on whose behalf the Customer acts in receiving payment; and/or
- (e) any other person identified by the Bank in its sole and absolute discretion as being connected with the Customer,

(including personal data as defined in the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) ("Personal Data")) (collectively, "Data"). Failure to provide such Data to the Bank may result in the Bank's inability to provide or continue to provide such Account or Service to the Customer and/or comply with any Applicable Laws or court orders of Hong Kong or elsewhere. The Customer represents and warrants that all such Data is accurate and correct and undertakes to notify the Bank immediately and in writing if any information previously provided to the Bank by the Customer changes or becomes inaccurate or incorrect, together with the relevant documents evidencing or supporting such change, as required by the Bank.

10.2 Disclosure. The Customer agrees that the Bank may disclose the Customer's Data and any other information, documents or certification in relation to the Customer and/or any person referred to in Clause 10.1 (including the state of any Account or any transaction of the Customer with the Bank or any other information relating to the Customer or the Customer's transactions or dealings with the Bank), whether or not acquired through the keeping of any Account, to:

- (a) any other member of the CCB Group;
- (b) any actual or prospective assignee, transferee or successor of the Bank or any other member of the CCB Group or of all or part of the Bank's business or shares;
- (c) any actual or prospective assignee or transferee of or participant in any rights or obligations of the Bank in respect of the Customer (including 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 Customer);
- (d) the Bank's professional advisers and agents and any other persons (whether or not they are a member of the CCB Group) providing services to it (including any legal advisor, auditor, debt collection agency, credit reference agency, rating agency, insurer or insurance broker, direct or indirect provider of credit protection, or contractor);
- (e) any actual or prospective provider of a guarantee, indemnity, security or other credit support for the Customer's obligations to the Bank;
- (f) any financial institution or merchant acquirer with which the Customer has or proposes to have dealings;
- (g) any person to the extent required for purposes of any litigation, arbitration, investigative or regulatory proceedings or procedures;
- (h) any person to whom, and to the extent that, such information is required to be disclosed by any member of the CCB Group under any Applicable Law or court order of Hong Kong or elsewhere with which such member of the CCB Group is expected to comply, including to any Government Authority, whether or not established under Hong Kong Law, as required under any Foreign Law Requirement;
- (i) any person under a duty of confidentiality to the Bank (including a member of the CCB Group which has undertaken to keep such information confidential);
- (j) a drawee bank which provides a copy of a paid cheque (which may contain information about the payee) to the drawer;
- (k) any person making any payment into the Customer's account (by providing a copy of a deposit confirmation slip which

may contain the name and/or account particulars of the Customer);

- (l) (subject, in the case of Customers who are individuals, to the Bank's policy on the use of Personal Data for promotional and marketing purposes as notified to such Customers from time to time in any statements, circulars, notices or other documents and the Bank's compliance with Applicable Law), selected persons providing or marketing the following services and products (in respect of which the Bank may or may not be remunerated):
- (i) banking, financial, insurance, securities and investment, credit or other cards, and/or similar services and products;
 - (ii) reward, loyalty or privileges programmes and related services and products;
 - (iii) services and products offered by the Bank's co-branding partners; and/or
- (m) any other person with the Customer's consent, in each case whether in Hong Kong or elsewhere.

Without prejudice to the foregoing, the Customer acknowledges that the Bank shall be entitled to outsource or sub-contract any part of the Bank's banking or other operations to any other member of the CCB Group or to a third party (in each case whether or not in Hong Kong) on such terms and conditions as the Bank may think fit and, where the Bank considers necessary or appropriate, the Bank may transfer such Data, details or information to any service provider (whether or not the service provider is a member of the CCB Group and whether in or outside Hong Kong) for the purpose of data processing or providing any service to the Bank or on the Bank's behalf to the Customer.

In addition, the Customer consents to the Bank giving status reports on his Accounts and banker's references when requested to do so by any bank, financial institution, recognised credit reference or credit enquiry agents and/or any other person.

Each person to whom the Bank has disclosed the Customer's Data pursuant to this Clause may also disclose such Data where required under any Applicable Law or court order of Hong Kong or elsewhere with which such person is expected to comply.

10.3 Use of Personal Data. Personal Data will be used for considering the Customer's request and subject to the Bank agreeing to provide or continue to provide the relevant Account or Service, the Personal Data and all information relating to transactions or dealings with the Bank will be used in connection with the provision of such Account or Service to the Customer and/or the compliance by the Bank and any other member of the CCB Group with any Applicable Laws or court orders of Hong Kong or elsewhere. The Bank will use, store, disclose, transfer (whether within or outside Hong Kong) and/or exchange Personal Data to or with all such persons listed in Clause 10.2 (*Disclosure*) of Part A (including any member of the CCB Group and any service provider whether within or outside the CCB Group) for any and all purposes:

- (a) in connection with such Account and/or Service and/or in connection with matching for whatever purpose (whether or not with a view to taking any adverse action against the Customer) Personal Data with other personal data concerning the Customer in the Bank's possession;
- (b) in connection with the provision of banker's references about the Customer to other financial institutions or other persons;
- (c) in connection with the conducting of any checks with any credit reference agency, credit enquiry agency or other persons (including upon an application for any credit facility or upon periodic review or renewal of such facility); and/or
- (d) any other purposes and to such persons as may be in accordance with the Bank's general policy on disclosure of

Personal Data as set out in any statements, circulars, notices or other terms and conditions made available by the Bank to the Customer from time to time (the terms of which shall be deemed to be an integral part of these Master TC).

The Customer has the right to request access to, and correction of, any of the Personal Data or object to the use of his/her Personal Data for direct marketing purposes. Any such request may be made in writing and addressed to the Bank's Data Protection Officer at such address and number as specified by the Bank from time to time. The Bank will comply with such request unless the Bank may or is required to refuse to do so under any Applicable Law or court order in Hong Kong or elsewhere with which the Bank is expected to comply.

10.4 Offshore disclosure. The Customer acknowledges and agrees that information and documents may be disclosed to third parties located inside or outside Hong Kong.

11. **Anti-Money Laundering Obligations, etc.**

11.1 Anti-Money Laundering etc. The Customer acknowledges and agrees that the Bank and any other member of the CCB Group are required to act in accordance with Applicable Laws in Hong Kong and other jurisdictions including anti-money laundering, anti-terrorist financing, sanctions and anti-tax evasion-related laws and regulations. The Customer agrees that the Bank may take, and may instruct any other member of the CCB Group (or may be so instructed by any other member of the CCB Group) to take any action which it or such other member of the CCB Group, in its discretion, considers appropriate in connection with such Applicable Laws. This may include:

- (a) the interception and investigating of any payment message and other information or communications sent to, by or on behalf of the Customer via the systems of the Bank or any other member of the CCB Group;
- (b) the delaying or blocking of, or refusing to make, any payment;
- (c) conducting further enquiries to ascertain whether the name of a sanctioned person actually refers to that person; and
- (d) disclosing any information concerning the Customer to any law enforcement entity, regulatory agency or court where required by Applicable Law.

Neither the Bank nor any other member of the CCB Group shall be liable for any loss or damage (whether direct or indirect including loss of profit or interest) suffered by any person arising as a result of or in connection with any such action, delay, blocking or failure to make any payment or the exercise of the Bank's rights under this Clause. In certain cases, the Bank's action may prevent or delay the processing of certain information. Neither the Bank nor any other member of the CCB Group warrants that any information on the Bank's systems relating to a payment message or other information or communication which is the subject of such action is correct or up-to-date when accessed whilst such action is being taken.

12. **Termination and Suspension of Accounts or Services**

12.1 Termination by Customer. The Customer may terminate any of its Accounts and/or Services with the Bank by giving thirty (30) days prior written notice (or such shorter notice acceptable to the Bank) to the Bank by any means prescribed in Clause 14.4 (*Notices*) of Part A. Such notice shall be duly signed by the Customer and shall specify the effective date of the termination.

12.2 Termination or Suspension by Bank.

- (a) The Bank may at any time without notice (without giving any reason and without assuming or incurring any liability whatsoever) terminate and close, suspend or freeze any of the Customer's Accounts and/or Services, regard any mandate the Bank holds as being suspended, or convert any of the Customer's Accounts with the Bank into another type of

Account with the Bank, in each case for such duration as the Bank deems fit.

- (b) To the extent practicable, the Bank will (but shall not be obliged to) give reasonable written notice to the Customer (normally not less than seven (7) days in advance) by any means prescribed in Clause 14.4 (*Notices*) of Part A and specifying the relevant effective date. Notwithstanding the foregoing, in the event of any exceptional circumstances the Bank may in its discretion close, suspend, transfer or freeze any Account and/or Service of the Customer and/or regard any mandate it holds as being suspended without giving prior notice to the Customer and also notwithstanding that any relevant Account is in credit, including the following:
- (i) if any applicable Law in Hong Kong or elsewhere, including any Foreign Law Requirement, prohibits or renders the operation or continuation of the Account and/or Service unlawful or is otherwise necessary or convenient for compliance with any applicable Law in Hong Kong or elsewhere, including any Foreign Law Requirement;
 - (ii) upon the actual or suspected use (in the Bank's sole opinion) of any Account and/or Service for or in connection with any criminal, fraudulent and/or illegal activities or transactions (including gambling, money laundering and/or terrorist financing);
 - (iii) if the Customer commits any breach of the Master TC which, in the Bank's sole opinion, constitutes a material default;
 - (iv) if the Bank receives written instructions from the Customer (or any person comprising the Customer) or any Authorised Person to suspend operation notwithstanding that the mandate for the Account and/or Service requires more than one signature;
 - (v) if the Bank receives contradictory written instructions from the Customer (or any person comprising the Customer) or any Authorised Person or any director, shareholder or partner of the Customer, whether or not such director, shareholder or partner is an Authorised Person for the relevant Account and/or Service;
 - (vi) if the Bank receives notice of a Dispute between the Customer and/or the Customer's Authorised Person(s) and/or the Customer's directors, shareholders or partners and/or (if the Customer is comprised of more than one person) within the Customer;
 - (vii) as a result of a force majeure, any calamity or condition, industrial actions, power failure, computer breakdown or sabotage, or any other reason whatsoever, the Bank's customer records, Accounts and/or Services are not available or access thereto is hindered;
 - (viii) if the Bank deals with a dormant Account as prescribed in Clause 6.5 (*Dormant Accounts*) of Part A and there is no credit balance in such Account;
 - (ix) if there is a presentation of a petition, the commencement of a proceeding, the making of an order, the passing of an effective resolution or the issuing of a notice convening a meeting for the purpose of passing any resolution or the taking of any other step by any person for the winding-up, insolvency, administration, reorganisation, reconstruction, dissolution or bankruptcy of the

Customer or for the appointment of a liquidator, receiver, administrator, trustee or similar officer of the Customer or of all or any part of its business or assets;

- (x) (where the Customer is the trustee of a Trust) if the Customer ceases to be the trustee of the Trust or any step is taken to remove the Customer as trustee of the Trust or to appoint another trustee of the Trustee, in either case without consulting the Bank, or an application or order is sought or made in any court for any part of the Trust Property to be brought into court or administered by the court or under its control; or
- (xi) if a Customer is deemed to be unable to or admits its inability to pay its debts as they fall due.

Unless the Customer has provided disposal instructions to the Bank, the Bank may discharge the Bank's entire liability to the Customer (if any) by mailing to the Customer, on the relevant effective date, a cheque for the balance standing to the credit of the relevant Account after deduction of all charges payable to the Bank in connection therewith. After terminating such Account and/or Service and during the period of any suspension or freezing (as the case may be), the Bank shall be immediately released from further obligations, and shall be entitled to refuse to honour any instruction or Instrument (if any) drawn, accepted or made by the Customer or any Authorised Person on any such Account which may be presented to the Bank for payment (in each case whether dated before or after the date of closure, suspension or freezing (as applicable)).

12.3 Customer's Existing Liabilities etc. Not Affected. A termination, suspension, freezing or conversion of any Account and/or Service and/or suspension of any mandate shall not, under any circumstances, discharge, diminish or otherwise affect any accrued, existing or contingent liabilities or obligations of the Customer to the Bank.

12.4 Foreign Currency Accounts. When terminating any Account in a foreign currency, the Bank shall be entitled to credit the Hong Kong Dollar equivalent of any balance due by converting it at the prevailing rate of exchange on the Account termination date as conclusively determined by the Bank. Payment of such sum in Hong Kong Dollars shall be a complete discharge of the Bank.

13. Amendments to Master TC

13.1 Amendment etc. of Master TC. The Bank may at its discretion alter, amend, delete or substitute any of the Master TC or adopt new terms and conditions and/or other rules by giving the Customer reasonable notice prior to any such variation taking effect (the "**Effective Date**") and such variation shall be deemed to be incorporated in the Master TC as of the Effective Date, and shall be binding on the Customer, if the Customer (including any Authorised Person or, for the purposes of Online Enterprise Banking Services, any Authorised Representative) continues to operate the Account or maintain or use the Services on or after the Effective Date. Such notice will be given in writing, by statement insert, message in an Account statement, posting on the Bank's website, display, advertisement or by such other means as the Bank considers an appropriate and effective means of notification.

14. Miscellaneous

14.1 Reliability of Information. Unless the Bank specifically agrees otherwise, information including interest and exchange rates, stock prices and product information quoted by the Bank's customer service hotlines or through the internet or other electronic channels is for indication purposes only and is not binding. The actual rate or price that shall apply to a particular transaction can only be determined at the time the transaction is entered into. Any rate, price and information offered by the Bank for the purpose of the relevant transaction shall be binding on the Customer upon their acceptance by the Customer or (where

- applicable) the relevant Authorised Person irrespective of any different rate, price or information quoted by the Bank.
- 14.2 Certificates. For all purposes, including any legal proceedings, a certificate by any of the Bank's officers as to the sums and liabilities for the time being due or incurred to the Bank by the Customer shall, in the absence of manifest error, be conclusive evidence thereof against the Customer.
- 14.3 Recording of Instructions/Communications.
- (a) The Bank (or its agents) may (but, unless otherwise required by Applicable Law or court order of Hong Kong or elsewhere, is/are not obliged to), without prior warning or notice, record verbal instructions received from, and other verbal communications with, the Customer in writing, by tape recording and/or any other method, device or media. Such recordings are the property of the Bank and the Bank may deal with such recordings, and destroy such recordings after such time periods, as it deems prudent.
- (b) The Bank may destroy any documents relating to any Account or Service after microfilming or scanning such documents and/or after converting such documents into digital form and storing them on a computer disc or other computer storage device. The Bank may destroy such microfilm, scanned or digital records after such time period as it considers prudent. Upon the Customer's request, the Bank may at its discretion provide the Customer within a reasonable time period with photocopies upon payment of a reasonable charge determined by the Bank.
- 14.4 Notices.
- (a) In relation to any notice or other communication required to be given by the Bank to the Customer, such notice or communication shall be deemed to have been given if:
- (i) sent to the Customer at the address for correspondence currently in the Bank's records or to such other address as may from time to time be notified to the Bank in writing by the Customer and appearing in the Bank's records as the Customer's last known address, and the Bank shall not be responsible for any consequence of notices or communications so addressed not being received by the Customer. Such notice or communication delivered personally shall be deemed to have been given at the time of delivery, or if despatched by letter postage prepaid, shall be deemed to have been given immediately after posting; or
- (ii) sent to the Customer by telex, facsimile or email. Such notice or communication shall be deemed to have been given at the time of despatch with confirmed answerback or other confirmation of transmission.
- (b) In relation to any notice or other communication sent by the Customer to the Bank, the Customer may use any means prescribed in Clause 14.4(a) above. Such notice or communication shall be deemed to have been given when actually received by the Bank, provided that where such notice or communication is received outside the Bank's normal business hours, the notice or communication shall be deemed to have been given to the Bank on the next Business Day.
- (c) The Customer will notify the Bank of any change in its contact details (including address for correspondence, email, phone number and facsimile number) as soon as practicable.
- 14.5 Further Assurance. At the Bank's request, the Customer shall promptly execute and deliver such documents and perform such acts as the Bank
- (or its nominee or agent) may request to allow the Bank to provide the Account(s) and Service(s) and operate and/or enforce the Master TC, including, but not limited to, the execution, perfection and registration of any security created in favour of the Bank pursuant to the Master TC.
- 14.6 Waiver. No act, delay or omission by the Bank shall affect its rights, powers and remedies under the Master TC or any further or other exercise of such rights, powers or remedies. The rights and remedies under the Master TC are cumulative and not exclusive of the rights and remedies provided by law.
- 14.7 Severance. Any provision contained herein which is illegal, void, prohibited or unenforceable in any jurisdiction shall be ineffective only to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provisions hereof, and any such illegality, voidness, prohibition or unenforceability in any jurisdiction shall not invalidate or render illegal, void or unenforceable any such provision in any other jurisdiction.
- 14.8 Assignment etc. The Customer may not assign, transfer or otherwise dispose of any rights or obligations under the Master TC or any contracts or transactions effected thereunder without the Bank's prior written consent. The Bank may at any time assign or transfer all or any of the Bank's rights and obligations under the Master TC or any contracts or transactions effected thereunder without the Customer's consent.
- 14.9 Successors. The Master TC shall be binding on the Customer and its estate, personal representatives, trustee in bankruptcy, receiver, liquidator or other successor in title. If the Customer is a partnership, the Master TC shall apply notwithstanding any change in the membership of the Customer, the death, bankruptcy, retirement, receivership or winding-up of any partner(s) or the admission of any new partner(s).
- 14.10 Rights of Third Parties. No person other than the Bank and the Customer will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of the Master TC.
- 15. Governing Law, Jurisdiction and Governing Version**
- 15.1 Governing Law and Jurisdiction. The Master TC shall be governed by and construed in accordance with the laws of Hong Kong. The Hong Kong courts have exclusive jurisdiction to settle any Dispute. The Customer agrees that the courts of Hong Kong are the most appropriate and convenient courts to settle Disputes and that it will not argue to the contrary. This Clause is solely for the benefit of the Bank. As a result, the Bank shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by Applicable Law, the Bank may take concurrent proceedings in any number of jurisdictions.
- 15.2 Governing Version – English Version to Prevail. Any other language version of the Master TC is provided for reference only and, in the event of any discrepancy or inconsistency between the English and any other language versions, the English version shall prevail to the extent of such discrepancy or inconsistency.

PART B: SPECIFIC TERMS AND CONDITIONS APPLICABLE TO SPECIFIC ACCOUNT AND/OR SERVICES

Unless otherwise agreed, the additional Specific TC set out in this Part B of the Master TC will apply if the Customer opens a specific Account with, and/or utilizes a specific Service provided by, the Bank.

1. Specific Terms and Conditions for Savings Accounts

The additional Specific TC set out in this section 1 of Part B of the Master TC will apply if the Customer opens a savings Account. Upon request, the Bank may at its discretion arrange a savings Account for the Customer for such currencies as the Bank may permit. For foreign currency-related provisions, please refer also to section 4 of Part B of the Master TC (Specific Terms and Conditions for Foreign Currency Accounts and Transactions).

- 1.1 Types of Savings Accounts. Savings Accounts are statement savings Accounts (which means that the Customer will not receive a passbook but periodic statements of Account).
- 1.2 Minimum Balance Requirements. The Bank shall be entitled to prescribe such minimum and maximum balance requirements, and the fees and charges payable or other consequences if such requirements are not complied with, for each savings Account maintained by the Customer.
- 1.3 Interest on Savings Account. Interest on a savings Account will accrue, at the rate determined by the Bank from time to time, on the daily credit balance on the Account and, in the case of a Hong Kong Dollar savings Account, will be compounded at such periods as the Bank may determine. Accrued savings interest will be credited to the Account at such periods as the Bank may determine. Interest is payable on a savings Account closed during an interest period only up to the last Business Day preceding the date of closure of the Account. No interest will be payable in respect of any day on which the closing balance of the Account is less than such minimum amount as may be prescribed and notified by the Bank from time to time.
- 1.4 Withdrawals. Unless the Bank otherwise agrees, withdrawals from a savings Account may be made by the Customer on demand during the Bank's normal business hours subject to production of evidence of identification and/or authority satisfactory to the Bank, upon the Bank's request together with the Account card issued by the Bank. Withdrawals may only be made by means acceptable to the Bank and may not be made by way of cheques, drafts, bills or other instruments.
- 1.5 Withdrawals in Large Sums and Foreign Currencies. Withdrawals in large sums of cash or in foreign currency are subject to prior notice by the Customer to the Bank and availability of the cash and currency in question. Withdrawals or deposits of foreign currency cash are subject to such charges as the Bank may in its discretion determine.
- 1.6 Payments to Person Producing Satisfactory Identification, etc. Any payment made by the Bank to a person producing satisfactory identification and/or against a written instruction and/or withdrawal form purporting to be duly executed by the Customer or an Authorised Person in accordance with the relevant mandate(s) and/or other authorisation form(s) shall have the same effect as if made to the Customer personally and will, except where and only to the extent caused directly by the gross negligence or wilful misconduct on the part of the Bank or its employees, agents or servants, absolve the Bank from all liabilities whatsoever for any loss or damage suffered by the Customer or any other person. Notwithstanding the aforesaid, the Bank may require the Customer to effect a withdrawal in person.
- 1.7 Statement Savings Accounts. The following additional provisions in this Clause apply in the case of a statement savings Account:
- (a) A periodic statement of Account will be sent to the Customer by the Bank unless requested otherwise. The Customer shall examine each statement of Account received and shall notify the Bank of any error or discrepancy in accordance with

Clause 8.2 (*Customer's Obligation to Examine and Verify*) of Part A.

- (b) Hold statement/mail services are not available, except by written agreement of the Bank. An additional charge for such services may be levied.
- 2. Specific Terms and Conditions for Current Accounts and Cheques**

The additional provisions set out in this section 2 of Part B of the Master TC will apply if the Customer opens a current Account and the Bank issues a cheque book to the Customer. Upon request, the Bank may at its discretion arrange for the Customer a current / cheque Account for such currencies as the Bank may permit. For foreign currency-related provisions, please refer also to section 4 of Part B of the Master TC (Specific Terms and Conditions for Foreign Currency Accounts and Transactions).

- 2.1 Interest on Current Accounts. Unless otherwise specified by the Bank, no interest is payable on credit balances in current Accounts.
- 2.2 Withdrawals. Unless the Bank otherwise agrees, withdrawals from a current Account may be made by the Customer on demand during the Bank's normal business hours subject to production of evidence of identification and/or authority satisfactory to the Bank. Withdrawals may only be made by means acceptable to the Bank.
- 2.3 Requests for Cheque Books. The Customer may only request a cheque book in writing signed by an Authorised Person or by any automated, computerized or other means acceptable to the Bank. However, the Bank may, at its discretion, refuse to issue a cheque book. Where the Bank, in its discretion, issues a cheque book to the Customer, the Bank will deliver the cheque book, at the Customer's cost and risk (including the risk of disclosure of any information concerning the Customer arising thereby), by ordinary post, courier or other mode of delivery which the Bank deems appropriate to the Customer's registered office or last known address, unless otherwise requested by the Customer. The Bank assumes no liability for any delay in, or any loss occasioned by, such delivery, except where and to the extent caused directly by the Bank's gross negligence or wilful misconduct. If the Customer does not inform the Bank of any non-receipt within two (2) weeks from the date of the Customer's cheque book request, the Bank will assume that the Customer has received the cheque book.
- 2.4 Safety of Cheque Books. The Customer shall ensure that all cheque books issued to it are, at all times, kept in a secure place and under proper control, so as not to be available to, or accessible by, unauthorised persons. Upon becoming aware that any cheque or cheque book provided to the Customer by the Bank has been stolen, lost or misplaced or that any cheque has been forged or otherwise used or altered fraudulently, unlawfully or in any other unauthorised manner, the Customer must immediately notify the Bank by telephone (followed by written notice). The Bank shall not be responsible if the Bank has paid any cheque before it receives, and has had reasonable opportunity to act upon, such notice and the Bank may debit the Customer's Account for the amount paid. The Customer shall indemnify the Bank, and hold the Bank harmless, in full for any consequences arising from, and any claims made against the Bank by any third party as a result of, any loss, falsification, forgery, alteration or unauthorised use of any cheque issued by the Bank to the Customer.
- 2.5 Manner of Using Cheques. Cheques should be used as follows:
- (a) Upon receiving and before using any new cheque book, the Customer should carefully count the number of cheques, examine the serial numbers of the cheques and the Customer's Account number and name printed thereon to ensure that they are correct. Any irregularities should be reported to the Bank immediately (and if by telephone, then followed by written notice). The Customer irrevocably agrees to be bound by the terms and conditions from time to time printed on the inside of the cheque book issued to the Customer by the Bank.

- (b) The Customer must complete and deliver all cheques it issues so as to preclude falsification and forgery as far as possible. In particular:
- (i) No cheques should be drawn on forms other than those issued by the Bank.
 - (ii) Cheques issued by the Bank should be used only for drawing on the Account for which the cheques are issued.
 - (iii) The Customer must exercise care when drawing a cheque to ensure its correctness and must not draw cheques by any means and/or in any manner which may enable a cheque to be altered or which may facilitate fraud or forgery. All cheques must be written in dark colour non-erasable ink or ball-point pen in Chinese or English and must be signed by the Customer or its Authorised Person(s) in conformity with the relevant specimen signature(s) registered with the Bank.
 - (iv) The amounts, both in words and in figures in the spaces provided on the cheque, should agree and should be written as close to each other and to the left hand margin as possible and in such a way that any addition or alteration of figures or words would be impossible without immediate detection. Only Arabic numerals should be used for figures and figures and words should be written as clear and plain as possible. The word “only” should be added immediately after the amount stated in words.
 - (v) The cheque book should be used only by the Customer whose name appears on the cheques (which may be drawn only on the Bank branch of issue).
 - (vi) To help avoid fraud, the Customer should never issue blank cheques or incomplete cheques which are pre-signed in blank.
 - (vii) Any alterations to cheques should be written distinctly and clearly so that they can be readily detected. Each alteration should be confirmed by the full and complete signature of the Customer or its Authorised Person(s) in conformity with the relevant specimen signature(s) registered with the Bank and as close as possible to where such alteration appears. Where alterations on a cheque are not confirmed in this manner, the Bank may (without assuming or incurring any liability) dishonour the cheque. In particular, and without limiting the generality of the foregoing, the Bank will not accept cheques using initials and abbreviations, as such cheques can be easily altered. The Customer acknowledges that the Bank will not be liable for any losses, damages, costs or expenses resulting from or in connection with any alteration which cannot be readily detected.
 - (viii) It is always safer if cheques are crossed by drawing two parallel lines “//” across the front and not made out “TO BEARER”. Crossed cheques can only be paid through bank accounts, order cheques can only be paid to the payee or his indorsee, while bearer cheques are like cash which are payable to any person holding the same. Without limiting the generality of the foregoing, when cheques are sent through the post or otherwise, the words “OR BEARER” should be deleted and the cheque crossed.
- (ix) The Bank may, without assuming or incurring any liability, dishonour and/or return all cheques not correctly completed in accordance with the Master TC and charge for each cheque so dishonoured and/or returned a service charge or such other amount as the Bank may from time to time prescribe.
- (c) The Bank will generally not encash a cheque which is dated more than six (6) months prior to the date of presentation and will generally not accept or pay post-dated cheques provided that the Bank may (in its discretion and without assuming or incurring any liability) accept, pay or clear such cheques at the Customer’s sole risk. If a cheque is incorrectly completed, altered without authorisation, out of date or post-dated, the Bank reserves the right to return it to the payee and impose a charge in accordance with the Bank’s current Standard Fee Schedule. All cheques presented for payment after closure of the current Account will be returned.
 - (d) The Customer may only cancel, countermand or stop payment of a cheque by giving instructions in writing (or verbally followed by writing within not more than twenty-four (24) hours thereafter) or by such other means as determined by the Bank from time to time with accurate and complete particulars, which must include the number, amount, payee and issue date of the cheque and such other information or documentation as the Bank may request. The Bank will only comply with such instructions if the details of such instructions accord strictly with those of the cheque presented and the cheque has not yet been encashed, transferred or paid into another Account at the Bank (or through any other bank). In acting on instructions to cancel, countermand or stop payment of a cheque, the Bank has no obligation to verify the status of the cheque. The charges payable by the Customer for such instructions are set out in the Bank’s current Standard Fee Schedule. The Bank may debit such charges from the Customer’s Account whether or not such instruction is successful.
- The Bank may mark cheques drawn by the Customer as “good for payment” to another bank and debit the Customer’s Account immediately for the amount of the cheque so marked. Thereafter, payment of the cheque cannot be stopped.
- (e) Where more than one cheque is presented for payment on any day, the Bank shall be entitled to determine the order of payment at its discretion and the Bank shall not be liable in connection with such determination.
 - (f) Cheque books remain the Bank’s property and shall be returned to the Bank immediately upon request. If the Customer has no further use for any cheque book issued to it or if the Customer’s Account is closed, the Customer shall return the cheque book to the Bank as soon as possible.
 - (g) Prior to issuing any cheque, the Customer should ensure that sufficient funds are in the current Account on which the cheque is drawn. The Bank reserves the right to dishonour and return a cheque if there are insufficient funds in the relevant current Account and impose a service charge for each cheque so dishonoured and returned. Alternatively, the Bank may in its discretion (but shall not be obliged to) honour such cheque and permit the Customer’s current Account to be overdrawn.

drawn by the Customer which have been paid may, after having been recorded in electronic form, be retained by the relevant collecting bank or Hong Kong Interbank Clearing Limited (“HKICL”) for such periods as stated in the rules relating to the operation of the clearing house operated by HKICL. After expiry of such period, such cheques may be destroyed by (as applicable) the relevant collecting bank or HKICL and the Customer hereby authorises the Bank to make arrangements with the relevant collecting bank and HKICL in connection with the same.

3. **Specific Terms and Conditions for Time Deposits (INCLUDING PRIME-LINKED TIME DEPOSIT)**

The additional provisions set out in this section 3 of Part B of the Master TC will apply if the Customer opens a time deposit Account. Upon request, the Bank may at its discretion arrange for the Customer a time deposit Account for such currencies as the Bank may permit. For foreign currency-related provisions, please refer also to section 4 of Part B of the Master TC (Specific Terms and Conditions for Foreign Currency Accounts and Transactions).

3.1 Time Deposits. Unless otherwise indicated below, the following provisions apply to time deposits:

- (a) Time deposits placed with the Bank will be evidenced by a contemporaneous deposit receipt, confirmation or advice. Such deposit receipt, confirmation or advice is only evidence of the relevant deposit and not a document of title and shall not be pledged, charged or otherwise encumbered as security.
- (b) Time deposits may only be placed in such currencies, in such minimum initial deposit amounts and for such fixed deposit periods as the Bank may from time to time determine.
- (c) Interest on time deposits is fixed for the entire deposit period and is paid at such rate and calculated on such basis as determined by the Bank from time to time. Details of the terms applicable to each time deposit will be made available to the Customer at the time of making the deposit or upon request.
- (d) Except with the Bank’s prior consent, time deposits are not repayable at any time before their specified maturity date but, if the specified maturity date falls on a day which is not a Business Day (including, in the case of a time deposit denominated in any foreign currency, a day which is not a business day in the principal financial centre of such currency) then it will be extended to the next following Business Day (including, in the case of a time deposit denominated in any foreign currency, a day which is a business day in the principal financial centre of such currency) and interest thereon shall be paid up to but excluding that date. Notwithstanding the foregoing, if so requested by the Customer, the Bank may at its discretion permit the early withdrawal (in full or in part) of a time deposit, in which case the Bank reserves its right:
 - (i) not to pay interest, to deduct any interest already paid or to pay reduced interest on such time deposit (or the relevant part thereof) withdrawn early; and/or
 - (ii) to prescribe such charges and/or other terms and conditions as the Bank may consider appropriate.
- (e) On maturity, the proceeds of the time deposit will be dealt with in accordance with any instructions then held by the Bank, requesting that the proceeds be:
 - (i) renewed, either with respect to principal and interest or with respect to principal only, for the same or a different deposit period;

- (ii) credited, in whole or in part, to one or more savings or current Accounts with the Bank; or
- (iii) disposed of in other ways agreed by the Bank as instructed, and
- (iv) failing such instructions, by the Bank placing the relevant deposit into such Account as the Bank may in its discretion determine pending withdrawal (subject to the Bank’s rights under the Master TC) by the Customer.

Withdrawal instructions for time deposits denominated in Hong Kong Dollars and US Dollars must be received in writing by the Bank one (1) Business Day before the maturity date (or by such other cut-off time as the Bank may from time to time specify). Withdrawal instructions in other currencies must generally be received before 2.00 p.m. two (2) Business Days prior to the maturity date (or by such other cut-off time as the Bank may from time to time specify).

- (f) The Customer shall provide the Bank, in writing or in any other form acceptable to the Bank, with renewal or disposal instructions at least one (1) Business Day prior to the maturity of a time deposit. Interest ceases to be payable after the maturity date unless the time deposit is renewed. Upon each renewal of a time deposit, a renewal confirmation will be issued to the Customer. Where automatic renewal instructions are given for a time deposit, the prevailing rate on the maturity date will be applied for the succeeding deposit period. If the Bank does not receive any renewal or disposal instructions prior to the maturity date, the Bank may (but shall have no obligation to) automatically renew the time deposit (together with interest accrued thereon) for the same deposit period, at the then applicable interest rate.
- (g) Subject to the Bank’s agreement, the Customer may request the Bank to place any time deposit as its agent and the Customer’s sole risk with any of the members of the CCB Group or the Bank’s correspondents overseas and subject to the Applicable Laws of the jurisdiction where such CCB Group member or correspondent is located.

3.2 Deposit Protection. The Customer acknowledges and agrees that time deposits with a term of more than five (5) years are not a protected deposit under the Deposit Protection Scheme in Hong Kong.

4. **Specific Terms and Conditions for Foreign Currency Accounts and Transactions (INCLUDING RMB ACCOUNTS AND TRANSACTIONS)**

The additional provisions set out in this section 4 of Part B of the Master TC will apply if the Customer opens any Account, or conducts any transactions, in one or more foreign currencies.

4.1 Foreign Currency Deposits and Withdrawals. The Bank shall not be obliged to:

- (a) accept foreign currency notes or coins for deposit; or
- (b) pay out any foreign currency notes or coins.

4.2 Payments in Hong Kong Dollars or Alternative Currency. The Bank may, in its discretion, effect payments from a foreign currency Account, or redeem time deposits which are denominated in foreign currencies, in full or in part in the Hong Kong Dollar equivalent of the relevant foreign currency amount, calculated at the spot rate of exchange prevailing in the relevant foreign exchange market at the relevant time (as conclusively determined by the Bank). To the extent that circumstances in currency markets render certain particular currencies unobtainable from time to time, the Bank also reserves the right to effect payments from a foreign currency Account, or redeem time deposits which are denominated in foreign currencies, in full or in part

in an alternative currency as agreed between the Customer and the Bank at the prevailing exchange rate determined by the Bank.

4.3 Conversion of Account Currency. Without limiting Clause 4.2 (*Payments in Hong Kong Dollars or Alternative Currency*) of this Part B, if an event occurs which the Bank determines in its discretion as being beyond the Bank's reasonable control and where such event affects or may affect the currency of a Customer Account, the Bank may, at its discretion, convert the currency of that Account at the prevailing exchange rate determined by the Bank to another currency which is a freely transferable currency at the time, as selected by the Bank in its discretion and every payment for the Account will be in the new currency.

4.4 Foreign Currency Funds. Funds in an Account in any foreign currency will be payable when due by the Bank's draft to the order of the Customer, or to the order of the Customer's nominee, drawn on the Bank's banking correspondents in the relevant country or, at the Customer's expense, by cable, mail, TT or electronic transfer made by the Bank through such correspondents. All such funds may be held in the Bank's name as part of its general account with such correspondents at the Customer's sole risk, and will be subject to all present and future laws, regulations and other usages (whether in or outside Hong Kong) which may be applicable to balances in such currency and to any charges or taxes which may be payable thereon.

4.5 Tax and Currency Risk. The Customer understands and accepts that foreign currency deposits and Accounts and foreign currency transactions involve currency exchange rate risk. In particular, the Customers understands and accepts the following:

- (a) any earnings on foreign currency deposits are dependent on the exchange rates prevalent at the time of maturity or withdrawal, as the case may be; and
- (b) adverse exchange rate movements may erase interest earnings completely and reduce the principal amount.

The Bank is not responsible or liable for any reduction in value of funds in a foreign currency Account due to any taxes or currency depreciation, or for the unavailability of such funds for withdrawal at any time or on maturity, as the case may be, due to restrictions on convertibility, requisitions, involuntary transfers, restraints of any character, exercise of governmental or military powers, war, strikes, or other causes beyond the Bank's reasonable control. In addition:

- (c) if the currency's country or territory of origin restricts availability, credits or transfers of such funds, the Bank shall have no obligation to pay to the Customer the funds in the relevant foreign currency Account, whether by way of draft or cash in the relevant currency or any other currency;
- (d) if, for any reason, the Bank is unable to effectively deploy the funds, the Bank reserves the right without notice to the Customer, to:
 - (i) suspend the payment of interest on the funds for such period;
 - (ii) impose zero or negative interest rates; and/or
 - (iii) revise the placement period; and/or
 - (iv) take any other action, as the Bank may, in its discretion, deem fit; and
- (e) in the event of any matter arising in relation to, or in connection with, the EMU (including the disbanding of the EMU, the withdrawal of one or more Participating Member States from the EMU or any change in the composition of the Participating Member States of the EMU) which, in the opinion of the Bank:

(i) restricts availability, credit or transfers of the Euro; or

(ii) renders it impossible or impracticable for the Bank to perform its obligations in respect of Euro deposits and balances,

the Bank shall have no obligation to pay the Customer the funds in the relevant Account, whether in Euro or any other currency.

4.6 Foreign Currency Cheques. The Bank may (but shall not be obliged to) accept deposits of foreign currency cheques. Any acceptance of foreign currency cheques by the Bank is subject to the following conditions:

- (a) In accepting cheques drawn on banks abroad, the Bank reserves the right to elect which cheques to purchase and which cheques to send for collection. Where the Bank decides to purchase a cheque, the Bank will credit the relevant deposit Account (using the Bank's prevailing buying rate) with the proceeds immediately, under advice to the Customer, subject to (i) the required time for clearing the cheque in question before the funds credited to the Customer's Account can be withdrawn and (ii) the Bank's right of recourse to the Customer in the event of dishonour.
- (b) Where the Bank decides to send a foreign currency cheque for collection, the Uniform Rules for Collection of the International Chamber of Commerce (as revised or amended from time to time) will apply and the proceeds of the cheque will only be credited to the Customer's Account after the Bank has received payment from the bank abroad.
- (c) If cheques purchased are dishonoured or cheques collected are subsequently, pursuant to any Applicable Laws, required to be repaid or refunded, the Bank may debit the Customer's Account with the value of the cheque as calculated by the Bank using the higher of (i) the Bank's prevailing selling rate or (ii) the original buying rate, plus any charges as determined by the Bank.
- (d) The Bank will debit overseas charges (if any) to the Customer's Account under advice to the Customer.
- (e) Cheques received after the relevant cut-off times specified by the Bank from time to time will be processed on the next following Business Day.

The Customer acknowledges the risks involved in accepting foreign currency cheques as payment or settlement of transactions, including the risk arising from refund periods imposed by the laws or regulations of some foreign jurisdictions which may require the Bank to refund a cheque, in certain cases even after clearing and payment of the proceeds to the payee. The Bank may seek repayment from the Customer in respect of any cheque required to be refunded or repaid. The Customer shall indemnify the Bank, and hold the Bank harmless, in full for any consequences arising from, and any claims made against the Bank by any third party as a result of the payment and settlement of foreign currency cheques by the Bank for the Customer.

4.7 US Dollar, Euro and RMB Clearing. In connection with any banking transactions denominated in US Dollars, Euro or RMB (as the case may be) which are cleared or settled (as applicable) through the US Dollar, Euro or RMB clearing system established in Hong Kong respectively (each a "**Relevant Clearing System**"), the Customer agrees as follows:

- (a) The operation of the Relevant Clearing System is subject to (in the case of US Dollar transactions) the US Dollar Clearing House Rules and the US Dollar Operating Procedures referred to therein, (in the case of Euro transactions) the Euro Clearing House Rules and the Euro Operating Procedures referred to therein and (in the case of

RMB transactions) the RMB Clearing House Rules and the RMB Operating Procedures referred to therein (each as amended, supplemented, replaced or otherwise modified from time to time) (collectively, the “**Relevant Clearing System Rules and Operating Procedures**”).

- (b) The HKMA shall not owe any duty or incur any liability to the Customer or any other person in respect of any claim, loss, damage or expense (including loss of business, loss of business opportunity, loss of profit, special, indirect or consequential loss) (even if the HKMA knew or ought reasonably to have known of their possible existence) of any kind or nature whatsoever arising in whatever manner directly or indirectly from or as a result of:
- (i) anything done or omitted to be done in good faith by the HKMA or by the settlement institution, HKICL or any member of (as the case may be) the US Dollar, Euro or RMB Clearing House in the management, operation or use (including the termination and/or suspension of the settlement institution, the US Dollar, Euro or RMB clearing facilities or any such member) of the US Dollar Clearing House, Euro Clearing House, RMB Clearing House or the US Dollar, Euro or RMB clearing facilities or any part of any of them; or
- (ii) without prejudice to paragraph (i) above, the giving of any notice, advice or approval in relation or pursuant to the Relevant Clearing System Rules and Operating Procedures.

4.8 RMB Accounts and Transactions. The following provisions apply to RMB Accounts and RMB transactions of the Customer:

- (a) Compliance with Applicable RMB Rules and Applicable RMB Operational Arrangements. The Customer acknowledges that each RMB Account and RMB transaction is at all times subject to, and the Customer is also required to comply at all times with, any Applicable RMB Rules and Applicable RMB Operational Arrangements. Without limiting the generality of the foregoing:
- (i) for inward and outward RMB TTs or remittances to and from the PRC, such TTs or remittances may only be effected subject to compliance with applicable approval or other requirements of the relevant PRC authorities and/or banks;
- (ii) unless the Bank agrees, the Customer may not rely upon the balance of any RMB Account as collateral for any banking facilities and such balance will not be counted towards the available limit for any banking facility offered by the Bank;
- (iii) the availability to certain Customers of some or all RMB Accounts and RMB Services provided by the Bank may be subject to restrictions under the Applicable RMB Rules which include conditions to the effect that:
- (A) the Customer must have a valid Hong Kong identity card or engage in a designated business sector;
- (B) remittance transactions into or out of any RMB Account and RMB cheque payment transactions are subject to daily or other limits or restrictions;
- (C) funds deposited in and transferred out of any RMB Account (including by way of cheques drawn on an RMB

current Account) must only be used for designated purposes;

- (D) currency exchange transactions involving the conversion of RMB into Hong Kong Dollars or other currencies and/or the exchange of Hong Kong Dollars or other foreign currencies into RMB are subject to daily or other limits or restrictions;
- (E) the Bank is required or expected to request Customers or third parties to provide supporting information or documentation (including invoices, shipping, transport or other documents) demonstrating the genuineness of an actual or proposed RMB transaction and/or the settlement of such transaction (and the Customer agrees to comply with reasonable requests for such supporting information or documentation made by the Bank from time to time); or
- (F) other limits or restrictions imposed from time to time; and
- (G) the Bank may refuse to open or provide or may suspend or terminate the relevant RMB Account or RMB Service or may refuse to effect or may unwind the relevant RMB transaction if it has, in its sole opinion, reason to suspect that the Customer does not or does no longer fulfil the relevant requirements under the Applicable RMB Rules and the Applicable RMB Operational Arrangements and the Customer shall be solely liable for all losses, costs, expenses and charges of any kind resulting therefrom and shall indemnify the Bank for any actions, suits, proceedings, claims, demands, loss, damages and costs and expenses which may be taken or made against the Bank or which may be incurred or sustained by the Bank arising therefrom.

The Bank reserves the right to amend the Master TC, specifications (including fees and charges) and information applicable to any RMB Account or RMB Service at any time and from time to time and in accordance with the Applicable RMB Rules, the RMB Clearing Agreements, the Applicable RMB Operational Arrangements or prevailing limitations in the Hong Kong market. Unless the Applicable RMB Rules and/or RMB Clearing Agreements require otherwise, such changes shall become effective subject to the Bank's notice to the Customer which may be given by display, advertisement or other means as the Bank thinks fit.

- (b) RMB Currency Risk. Without limiting the generality of Clause 4.5 (*Tax and Currency Risk*) of this Part B, the Customer acknowledges that RMB transactions involve additional currency risk as a result of currency, convertibility and other controls which are or may be imposed from time to time under Applicable RMB Rules and which may affect the availability or convertibility of RMB, the availability of certain or all RMB transactions (including the exchange and conversion of RMB through banks in Hong Kong or elsewhere) and/or gains or losses arising from RMB transactions.

- (c) **Reporting.** The Bank may report all or any transactions and information relating to the Customer, any RMB Account, RMB Service and/or RMB transaction to the relevant authorities, clearing or settlement banks or bodies and/or domestic agent banks as required by the Applicable RMB Rules and/or the RMB Clearing Agreements. Unless the Applicable RMB Rules and/or RMB Clearing Agreements require otherwise, the Bank may do so without prior notice and without giving reasons.
- (d) **Minimum or Maximum Limits.** The Bank may not act on any instruction as a result of which the balance of an RMB Account may, in the Bank's sole opinion, fall below any minimum limit or exceed any maximum limit specified by the Bank from time to time. If an RMB Account ceases to meet any applicable minimum limit or exceeds any applicable maximum limit, the Bank may (but shall have no obligation to) transfer funds from any other Account of the Customer to the relevant RMB Account or transfer funds from the relevant RMB Account to any other Account of the Customer to restore compliance with the applicable minimum or maximum limits (as the case may be).
- 5. Specific Terms and Conditions for Overdraft Facilities**
- The additional provisions set out in this section 5 of Part B of the Master TC will apply if the Bank grants Overdraft Facilities to the Customer on any Account.*
- 5.1 **Overdraft Facilities.** The Customer may apply to the Bank for the provision of any Overdraft Facility. If such application is approved at the Bank's discretion, the Bank will notify the Customer thereof in writing. Any Overdraft Facility is subject to the Bank's overriding right of repayment on demand and will be made available by the Bank to the Customer subject to the terms and conditions specified by the Bank to the Customer in its notification or otherwise and, unless the Bank otherwise agrees, subject to the Master TC.
- 5.2 **Interest Calculation and Payment Method.** The Bank will calculate and charge interest based on the outstanding amount of the Overdraft Facilities and on a 365/360 day-year basis depending on the currency of the Overdraft Facilities. Interest is accrued daily and charged to the Overdraft Facilities Account monthly. Interest charged can be settled by cash or rolled over to the outstanding balance.
- 5.3 **Overdraft Interest.** The Bank will calculate and charge interest at the Bank's prevailing Prime Rate or such other rate specified by the Bank to the Customer in its notification or otherwise ("**Interest Rate**") plus a margin:
- (a) on any amount outstanding of the Overdraft Facilities which exceeds the applicable overdraft limit set by the Bank from time to time, from the date upon which such excess was incurred up to the date of actual payment of such excess; and
- (b) on the amount of the utilized Overdraft Facilities, if the Overdraft Facilities expire or are not renewed, from the date of such expiry or non-renewal up to the date of repayment (and the Bank will inform the Customer if such default rate is applied).
- 5.4 **Alternative Interest.** If at any time the Bank determines that the Interest Rate cannot be ascertained or does not adequately reflect the cost of funds to the Bank, the Bank may at its discretion and without notice substitute the Interest Rate with the rate representing the Bank's cost of funds (as the same shall be determined by the Bank from time to time calculated upon daily balances as shown by the Bank's books and records) as basis of the interest rate determination.
- 5.5 **Security.** Where the Bank in its discretion requires, the availability of an Overdraft Facility for drawing is subject to delivery of a duly executed security document in the Bank's favour ("**Security**

Document") over such assets as the Bank agrees ("**Secured Assets**"), in a form acceptable to the Bank. Where any Security Document is required, the Customer understands that, in the event of the Customer's non-compliance with the Master TC, the Secured Assets will be at risk and the Bank may take possession and/or realize the Secured Assets.

Without limiting the generality of Clause 10.2 (*Disclosure*) of Part A, the Customer authorises the Bank to provide to any third party providing a guarantee or Security Document for any Overdraft Facility with copies of all relevant documentation evidencing the Overdraft Facilities as well as formal demands and statements of Account and similar information relating to the Overdraft Facilities.

5.6 **Overdraft Limit.** The aggregate of the Overdraft Facilities outstanding must not exceed the approved unsecured credit limit or the current market value of the Secured Assets multiplied by the applicable lending ratio specified by the Bank from time to time. Whenever this requirement is not satisfied, the Bank may require (without limiting its overriding right of repayment on demand):

- (a) the reduction of the Overdraft Facilities; and/or
- (b) the immediate placing of additional securities or funds into the Accounts subject to a Security Document,

so that compliance with such requirement is restored, failing which the Bank may demand immediate repayment.

The Bank's lending ratio will differ for various types of Secured Assets and may be varied by the Bank from time to time at its discretion.

5.7 **Payments from Secured Assets.** The Customer understands that all interest, dividends, distributions and other payments or monies whatsoever made, paid or payable in respect of the Secured Assets shall be paid to the Overdraft Facilities Account (notwithstanding any contrary instruction) and shall be applied to or towards repayment of the Overdraft Facilities. If the Secured Assets are denominated in a foreign currency, the Bank shall convert any such amounts so applied into Hong Kong Dollars, using its prevailing exchange rate then in force.

5.8 **Effect on Guaranteed Returns / Other Product Benefits.** Where the Secured Assets include any benefit or guaranteed return that is conditional (e.g. a condition that the Secured Assets are held until maturity), the Customer understands and accepts that by charging the Secured Assets, the Customer will no longer have control over the Secured Assets and following a default the Bank is fully entitled to realize the Secured Assets at any time, without prior notice and, accordingly, any such benefit or guaranteed return may not be realized.

5.9 **Availability.** The Bank may at any time, at its discretion, refuse the further utilization of any Overdraft Facility without giving any reason and whether or not the maximum amount of any Overdraft Facility has been utilized in full.

5.10 **Periodic Review.** Unless otherwise agreed by the Bank, all Overdraft Facilities are subject to the Bank's overriding right to demand immediate repayment on demand. In addition, the Bank may at its discretion perform periodic reviews of any Overdraft Facility. Whether discontinued or renewed, the Overdraft Facilities will remain subject to the Master TC.

5.11 **Credit References.** The Customer authorises the Bank to contact all relevant parties including any credit reference agency for verification of information provided and/or to obtain any other information from time to time as it deems reasonably necessary, without further reference to or consent from the Customer. Without limiting the generality of Clause 10.2 (*Disclosure*) of Part A, the Bank may provide information (including, where relevant, Personal Data) to credit reference agencies and, in the event of default, debt collection agencies.

5.12 **Cancellation Rights.** Except with the Bank's prior consent (and subject to such conditions as the Bank may impose), applications for Overdraft

Facilities may not be cancelled by the Customer once the Bank has commenced processing the same. If the Bank in its discretion permits cancellation, the Customer shall pay to the Bank all costs and expenses in connection with the cancellation.

6. Specific Terms and Conditions for Foreign Exchange Services

The additional provisions set out in this section 6 of Part B of the Master TC will apply to the following foreign exchange services provided by the Bank to the Customer.

- 6.1 Applications. The Customer may from time to time apply to the Bank to enter into one or more foreign exchange spot or forward contract (each a “Contract”) for the sale and purchase of currencies in such amount, at such exchange rate and with such value date as may be requested by the Customer.
- 6.2 Confirmations. The Bank may refuse to accept any application without giving any reason. If any such application is approved at the Bank’s discretion, the Bank will issue a notice of confirmation of Contract (“Confirmation”) to the Customer setting out, among other things, the currencies and amounts involved and the applicable exchange rate and value date. In the event of any conflict or inconsistency with the terms of the Master TC, the Confirmation will prevail over such terms of the Master TC. Each Confirmation issued by the Bank to the Customer shall, in the absence of manifest error, be deemed conclusive and binding on the Customer as to the particulars of the relevant Contract.
- 6.3 Application of General Market Practices. Each Contract entered into between the Customer and the Bank will, in addition to the Master TC and the relevant Confirmation, also be subject to the general practices of the relevant foreign exchange market and the Bank’s other applicable rules and regulations prevailing from time to time.
- 6.4 Collateral. The Customer will deposit with the Bank such cash or other collateral in such form and value as the Bank may require from time to time to secure any obligations of the Customer to the Bank in respect of each Contract.
- 6.5 Payments under Contracts. The Customer will unconditionally and irrevocably deliver to the Bank the full amount of the currency contracted to be sold by the Customer under each Contract in immediately available funds for value on the date specified for delivery in the relevant Contract without any deduction or withholding whatsoever. The Customer will provide the Bank with such documents and/or other evidence satisfactory to the Bank as proof of the Customer’s ability to perform each Contract.
- 6.6 Bank’s Obligations. The Bank shall have no obligation whatsoever to enter into any particular Contract with the Customer and the Bank shall not be liable for any failure to comply with its obligations under any Contract by reason of any present or future acts, laws or regulations of any government or other relevant bodies, market conditions or for any cause beyond the Bank’s control.
- 6.7 Advances; Interest. The Customer shall also pay on demand in the applicable currency all monies advanced or paid or credit extended by the Bank or liabilities absolute or contingent incurred by the Bank for the Customer in relation to any Contract. The Customer shall pay interest (before and after judgment) on any sum advanced or paid or demanded by the Bank at such rate as the Bank may from time to time charge until payment with all charges, commission, fees, costs (legal or otherwise) and expenses in connection with any Contract or the Bank’s enforcement of any rights or security in respect of any Contract.
- 6.8 Rescission of Contracts. Upon the happening of any of the following events (each an “Event of Default”) the Bank shall be entitled, without notice to the Customer and without prejudice to the Bank’s other rights or remedies, to treat such event as a repudiation by the Customer of all or any Contract(s) then outstanding and to rescind all or any such Contracts:

- (a) Failure to Perform: failure to keep or perform any of the terms of the Master TC, the relevant Contract or any other agreement between the Bank and the Customer;
- (b) Default on Debt: the Customer defaults or receives notice of default under any agreement relating to borrowing or any other indebtedness of the Customer becomes payable or capable of being declared payable prior to its stated maturity or is not paid when due;
- (c) Liabilities become Due: any guarantee, indemnity or other contingent liability given or owing by the Customer from time to time in respect of any other person is not honoured when due and called or any security given by the Customer from time to time in respect of the liabilities of any other person becomes enforceable;
- (d) Misrepresentation: any representation or warranty given, made or deemed made by the Customer in or pursuant to the Master TC, the relevant Contract or any other agreement between the Bank and the Customer is or proves to have been untrue, incorrect or misleading in any respect considered by the Bank to be material when given, made or deemed made or any event occurs as a result of which, if any such representation or warranty were repeated immediately thereafter with reference to the facts subsisting at the time of such repetition, such representation or warranty would be untrue, incorrect or misleading in any material respect;
- (e) Security Impaired: any deterioration or impairment of any security held by the Bank in respect of the Customer’s liabilities to the Bank or any part thereof or any decline or depreciation in the value or market price thereof (whether actual or reasonably anticipated);
- (f) Execution of Process: a creditor takes possession of all or any part of the Customer’s business or assets or any attachment, execution or other process is enforced against the Customer;
- (g) Death; Insolvency: the death of the Customer or the presentation of a petition, the commencement of a proceeding, the making of an order, the passing of an effective resolution or the issuing of a notice convening a meeting for the purpose of passing any resolution or the taking of any other step by any person for the winding-up, insolvency, administration, reorganisation, reconstruction, dissolution or bankruptcy of the Customer or for the appointment of a liquidator, receiver, administrator, trustee or similar officer of the Customer or of all or any part of its business or assets;
- (h) Suspension of Payments: the Customer stops or suspends payments to its creditors generally or is unable or admits its inability to pay its debts as they fall due or seeks to enter into any composition or other arrangement with its creditors or is declared or becomes bankrupt or insolvent;
- (i) Cessation of Business; Expropriation: the Customer ceases or threatens to cease to carry on its business or any substantial part thereof or changes or threatens to change the nature or scope of its business or the Customer disposes of or threatens to dispose of or any governmental or other authority expropriates or threatens to expropriate all or any substantial part of its business or assets;
- (j) Other Parties: any of the foregoing events occurs in relation to any person providing a guarantee, Security or other credit support for any obligation of the Customer to the Bank, any of the Customer’s co-obligors, accommodation makers, sureties or guarantors of any obligation to the Bank, or any endorser of any note or other document evidencing any obligation to the Bank;

- (k) **Illegality:** any law, regulation, judgment or order (or the repeal or modification of any of the foregoing) suspends, varies, terminates or excuses performance by the Customer of any of its obligations under the Master TC, the relevant Contract or any related agreement to which the Customer is or will be a party or purports to do any of the foregoing;
- (l) **Material Adverse Change:** there occurs, in the Bank's opinion, a material adverse change in the business or financial condition of the Customer or any provider of a guarantee, security or other credit support in respect of any of the Customer's obligations to the Bank or the ability of the Customer or the provider of any guarantee, security or credit support for the Customer's obligations to the Bank to perform its obligations under the Master TC, any Contract or any such guarantee, security or credit support document to which the Customer or such other party is or will be a party.

Upon rescission of any Contract the Bank shall be discharged from all obligations thereunder and shall be entitled to a proprietary claim in respect of any amounts of any currency delivered by the Bank to the Customer thereunder and/or to claim damages.

- 6.9 **Cancellation of Contracts.** Without prejudice to the Bank's rights and remedies under Clause 6.8 (*Rescission of Contracts*) of this Part B, on the happening of any Event of Default or at any time or times thereafter the Bank shall be entitled at its discretion to close out or cancel all or any Contract(s) then outstanding for the Customer's account. The Customer shall be liable to pay to the Bank immediately on demand the amount of any loss or loss of profit, expense or liability which the Bank may incur in closing out or cancelling any such Contract(s) and/or by reason of any difference between the exchange rates applicable to such Contract(s) and the exchange rates prevailing at the time when such Contract(s) are closed out or cancelled. The Bank shall have no liability for any loss suffered by the Customer by reason or in consequence of such closing out or cancellation being made at a less favourable time and/or rate.
- 6.10 **Oral Instructions.** A Contract may be concluded in writing or by telephone instructions from any of the Authorised Persons of the Customer as provided in the current mandate with the Bank. In the case of telephone instructions, the Bank may act according to the instructions of a person who satisfactorily identifies himself or herself to be the Authorised Person in question, but the Bank shall not be bound to make any further enquiry with regard to such person's identity. The Customer acknowledges and agrees that the risk of misunderstanding or errors and the risk of any instructions being given by unauthorised person(s) shall be borne by the Customer solely, and the Customer undertakes to indemnify the Bank against all loss or damage arising therefrom.
- 6.11 **Customer Responsibility.** The Customer hereby confirms that each Contract shall be deemed to have been undertaken by the Customer solely in reliance upon the judgment and at the risk of the Customer. The Customer shall not at any time hold the Bank responsible in any manner for any loss resulting from any advice from the Bank whether or not such advice was requested by the Customer, except where and to the extent that such loss is caused directly by the Bank's gross negligence or wilful misconduct.
- 6.12 **Indemnity.** Without prejudice to Clause 7.2 (*General Indemnity*) of Part A, the Customer shall on demand fully indemnify the Bank and its officers, correspondents and agents against all actions, suits, proceedings, claims, demands, losses (including loss of profit), premium, penalty, liabilities, charges, expenses, costs and damages whatsoever made, sustained or incurred directly or indirectly as a result of the occurrence of any Event of Default or in connection with the performance of the Bank's obligations under any Contract or the closing out, cancellation or postponement of any Contract, the Bank's rescission of any Contract or the Bank's compliance with any instructions given by the Customer in relation to any Contract.

6.13 **Bank Agents.** The Bank is entitled to appoint brokers, agents and correspondents in connection with the exercise of the Bank's rights or performance of the Bank's obligations hereunder or under any Contract and to authorise them to sub-delegate, but the Bank shall not be liable for the negligence or any wrongful act, omission, delay, default or the solvency of any such persons, unless the Bank has expressly authorised the same.

7. Specific Terms and Conditions and Indemnity for Telephone, Fax, Telex and Electronic Instructions

The additional provisions set out in this section 7 of Part B of the Master TC will apply if the Customer has authorised the Bank to rely upon and act in accordance with any instruction, notice, demand or other communication given or purporting to be given by or on behalf of the Customer by telephone, fax, telex, electronic mail or any other forms or devices of electronic communication.

- 7.1 **Instructions.** Notwithstanding the terms of any agreement or course of dealing between the Customer and the Bank, the Customer authorises the Bank to rely upon and act in accordance with any instruction, notice, demand or other communication which may be, or purporting to be, given from time to time by telephone (including mobile or wireless telephone), facsimile, telex, electronic mail or any other forms or devices of electronic communication (whether or not involving the use of a Password and whether presently known or developed in the future) (collectively, the "**Instructions**", each an "**Instruction**"), by the Customer or any person purporting to be a current Authorised Person of the Customer under the mandate (or any Authorised Person subsequently authorised in a duly completed authorisation in the form and manner required by the Bank from time to time) so long as the Instruction has been validly authenticated in accordance with the Bank's policies and procedures on the validation of such Instructions as in force from time to time. Except as aforesaid, the Bank shall be entitled (but not obliged) to treat each Instruction as fully authorised and binding on the Customer and the Bank shall not be under any obligation to inquire into the authority or identity of the person(s) giving the Instruction.
- 7.2 **Bank's Reliance.** Notwithstanding any error, misunderstanding, fraud, forgery or lack of clarity on the terms of an Instruction, the Bank shall be entitled (but not obliged) to take such steps in relation to or in connection with any such Instruction as the Bank may in good faith consider appropriate, including:
- (a) the opening, operation (including any change in the manner by which Instructions are to be given by the Customer) and termination of any Account or Service;
 - (b) the payment of any sums, the debiting or crediting of any Account;
 - (c) the making or liquidation of any investment and the disposition of any money, securities or other documents;
 - (d) the utilisation or termination of any banking facility and/or financial accommodation and/or other Service provided to the Customer; and
 - (e) any other action which purports to bind the Customer to any agreement or arrangement with the Bank or with any other person or to commit the Customer to any type of transaction or arrangement regardless of its nature or the amount of money involved.
- 7.3 **Password, Identifying Code, etc..** The Bank may (but shall not be obliged to) require that any Instruction should contain such Password, identifying code or test as the Bank may from time to time specify and the Customer shall be solely responsible for any improper use of such Password, code or test.
- 7.4 **Electronic Instructions.** The Customer further acknowledges and agrees that where any Instruction is given by electronic mail or in any other

electronic form, no signature from the Customer or any of the Authorised Persons is required (except where the Customer specifically notifies the Bank reasonably in advance that one or more digital signature(s) is/are specifically required) and that the Bank shall be entitled (but not obliged) to treat such Instructions without signature(s) to be absolutely valid and in full force, without any responsibility on its part to verify the identity of the sender(s) as if those Instructions had been duly signed.

- 7.5 Indemnity. In consideration of the Bank acting in accordance with the terms of this section 7 of Part B of the Master TC and provided that the Bank acts in good faith, the Customer irrevocably and unconditionally undertakes to indemnify the Bank and its employees, officers and agents against all actions, suits, proceedings, claims, demands, losses, liabilities, damages, costs, charges and expenses of whatever nature which may result or which the Bank may reasonably suffer incur or sustain directly or indirectly in connection with or arising out of each Instruction, except where and to the extent the same is caused solely and directly by the gross negligence or wilful default of the Bank or its employees, officers or agents. In the event of gross negligence or misconduct on the part of the Bank or its employees, officers or agents, to the maximum extent permitted by Applicable Laws, the liability of the culpable party to the Customer will be limited, subject to reasonable proof of loss and causation, to the amount involved in the relevant Instruction. In no event will the Bank or its employees, officers or agents be liable for any incidental, consequential, indirect, special or punitive damages or for loss of profit. This indemnity is in addition to the general indemnity under Clause 7.2 (*General Indemnity*) of Part A and any other indemnity or assurance against loss provided by the Customer to the Bank.

- 7.6 Termination. The terms of this section 7 of Part B of the Master TC shall remain in full force and effect unless and until the Bank receives, and has reasonable time to act upon, a signed written notice of termination from the Customer. The Customer acknowledges that the Customer will not be released from its liability under this section in respect of any act performed by the Bank in accordance herewith prior to the expiry of such reasonable time after service of a notice of termination.

8. Specific Terms and Conditions for Securities Trading Services

The additional provisions set out in this section 8 of Part B of the Master TC will apply if the Customer opens or maintains any securities Account, or conducts any dealing or transaction in any securities Account.

- 8.1 Definitions. In these Specific TC, unless the context otherwise requires:

“**Exchange**” means any recognized stock exchange or market, including SEHK;

“**HKSCC**” means the Hong Kong Securities Clearing Company Limited;

“**Securities**” means any share, stocks, debentures, warrants, options, loan stocks, funds, unit trusts, bonds, notes, equity-linked notes, certificates of deposit or derivative instruments or products (whether the underlying asset is securities, indices or other property) of or issued by any body, whether incorporated or unincorporated, or any government authority, whether or not traded on any Exchange, and acceptable to the Bank;

“**Securities Account**”, in respect of Securities held or to be held by the Bank or its nominee or sub-custodian, means the Account established and maintained by the Customer with the Bank which is designated by the Customer from time to time to hold and receive Securities for the purpose of Securities trading pursuant to these Specific TC, and “**Securities Accounts**” means all such Accounts maintained at the Bank in the name of the Customer;

“**SEHK**” means The Stock Exchange of Hong Kong Limited;

“**Settlement Account**”, in respect of Securities held or to be held by the Bank or its nominee or sub-custodian, means the Account established and maintained by the Customer with the Bank which is designated by the Customer from time to time to hold funds for the settlement of the subscription, purchase or sale of Securities and/or for the receipt of interest and principal (if any) in connection with Securities and/or for the payment of any fees in connection with any Services, and “**Settlement Accounts**” means all such Accounts maintained at the Bank in the name of the Customer;

“**Transaction**” means any dealing or transaction in Securities made pursuant to the Master TC, including any agreement to purchase, invest in, subscribe for, sell, exchange or otherwise dispose of any kind of Securities.

- 8.2 Laws and Rules. All Transactions shall be subject to the following (as amended from time to time): (a) all Applicable Laws including, for the avoidance of doubt, the constitution, rules, regulations, codes, customs and usages of the HKMA, SFC, SEHK and HKSCC and any other Exchanges and their clearing houses; (b) the applicable terms of business and trading policies and procedures (as amended from time to time) of the Bank; and (c) the applicable terms of business of any executing or settlement broker, nominee or sub-custodian used by the Bank.

8.3 Commission, Fees and Levies.

- (a) The Customer shall pay or reimburse the Bank within such period as the Bank may notify to the Customer all commissions and charges of the Bank as notified to the Customer from time to time, taxes, stamp duty, levies (including all transaction and other levies imposed by SEHK) and other relevant fees and expenses in connection with the Securities Account or any Transaction or Services provided by the Bank.
- (b) The Bank may deduct from all monies held on account of the Customer (including any interest accrued on such monies) such amounts as are necessary from time to time to settle or partially settle all outstanding liabilities of the Customer owed to the Bank (including any amounts referred to in Clause 8.3(a) above) and the fees and charges levied by the Bank in relation to the Transactions.
- (c) The Bank shall be entitled without having to make any prior disclosure to the Customer to accept and receive for the Bank’s own use and benefit absolutely any rebate, benefit, allowance of brokerage or commission and/or any other advantage for all Transactions effected (including but not limited to any sale, purchase, subscription and/or dealing howsoever of Securities) for the Customer from any executing or settlement broker, nominee, sub-custodian or other service provider engaged therefor.

8.4 Transactions.

- (a) The Bank may effect Transactions with or for the Customer as principal or agent. Unless otherwise indicated on the contract note or notified to the Customer, the Bank will act as the Customer’s agent.
- (b) The Customer will notify the Bank, at the time of placing a sale order, if it relates to Securities which the Customer or (where the Customer is acting as agent) the principal of the Customer does not own (i.e. it involves short selling). The Customer acknowledges that the Bank may be prohibited by Applicable Laws from executing such orders on its behalf.
- (c) Without prejudice to Clause 5.6 (*Business During Normal Business Hours*) of Part A, the Bank will not be obliged under any circumstances to take any action in connection with any instructions received after general market cut-off

time of a Business Day or such other time determined by the Bank from time to time.

- (d) The Customer acknowledges and agrees that:
- (i) Due to the trading practices of the Exchanges or other markets in which the Transactions are to be executed, the Bank may not always be able to execute the Customer's instructions at the prices quoted "at best" or "at market" and the Customer agrees in any event to be bound by Transactions executed by the Bank following the Customer's instructions.
 - (ii) Any instruction for purchase or sale of Securities that has not been executed before the close of business of the relevant Exchange, or such later time as the Customer and the Bank may agree, shall be deemed to have been cancelled automatically.
 - (iii) The Bank may determine the priority in the execution of instructions having due regard to market practice, requirements of Applicable Laws and fairness to all customers.
 - (iv) The Bank may, without prior reference to the Customer, combine for execution the Customer's instructions with the instructions of other customers. Where there are insufficient Securities to satisfy instructions so combined, the transactions will be allocated between customers with due regard to market practice and fairness to customers provided that the orders of customers shall have priority over orders of the Bank for its own account.
- (e) The Bank may execute Transactions or otherwise perform its obligations under the Master TC through any third party, including any member of the CCB Group, as the Bank may in its discretion determine. Save as may be required by Applicable Laws, the Bank shall not be required to disclose to the Customer the terms and conditions of the Bank's contract with such persons and the same shall be binding on the Customer.
- (f) In respect of each Transaction, unless the Bank is already holding cash in the Settlement Account or Securities on the Customer's behalf sufficient to settle the Transaction and all applicable commissions, levies and duties, the Customer shall pay the Bank cleared funds or deliver to the Bank Securities in deliverable form by such time as the Bank has notified the Customer. If the Customer fails to do so, the Bank may (in the Bank's discretion and without any obligation to do so on the part of the Bank), subject to Applicable Laws: (i) in the case of a purchase Transaction, sell the purchased Securities; and (ii) in the case of a sale Transaction, borrow and/or purchase Securities in order to settle the Transaction. The Customer will be responsible to the Bank for any and all losses and expenses resulting from the Customer's settlement failures.
- (g) The Customer will pay interest on all overdue balances in the Securities Account and Settlement Account(s) (including interest arising after a judgment debt is obtained against the Customer) at such rates and on such other terms as notified to the Customer from time to time.
- (h) The Bank may effect such currency conversions as are necessary for the purposes of this Clause 8.4 or any other provisions of these Specific TC in each case at the such rate of exchange as determined by the Bank in its discretion prevailing in the relevant foreign exchange market (as

determined by the Bank in its discretion) on the relevant date. All foreign exchange risks shall be borne by the Customer. The Bank reserves the right to charge a handling fee for such currency conversions.

- (i) In addition and without prejudice to Clause 2.4 (*Customer's Representations and Warranties*) of Part A, the Customer represents and warrants to the Bank that:
- (i) Unless the Customer has notified the Bank otherwise in writing and has provided such information as requested by the Bank, the Customer is the person: (aa) ultimately responsible for originating all instructions relating to the Transactions as well as the withdrawal or collection of Securities or distributions from Securities or the exercise of any elections, rights or claims arising from or relating to Securities including any corporate actions; and (bb) that stands to gain the commercial or economic of each Transaction and/or bear its commercial or economic risk. No other person or entity stands to gain the commercial or economic benefit or bear the commercial or economic risk of any Transaction.
 - (ii) The Customer has unencumbered and absolute beneficial title to all Securities deposited with or delivered to the Bank whether for safe custody, selling or otherwise, which are free and clear of and not subject to any charge, lien, trust, negative pledge or other adverse interest and claim and all such Securities are regular, valid and acceptable in accordance with the prevailing market practice and the Bank shall be under no obligation to recognize any right or interest which any person other than the Customer may have in such Securities.
 - (iii) All such Securities are fully paid and that there are no moneys or liabilities outstanding or payable in respect of such Securities.

The representations and warranties set out in this Clause shall be deemed to have been repeated and given by the Customer in respect of such further Securities deposited with the Bank on each and every subsequent occasion. If any of the representations or warranties in this Clause is untrue, the Bank shall have the right to debit such Securities deposited and/or to require the Customer to replace the Securities deposited. The Bank may at any time purchase replacement Securities and the cost and expenses of such purchase shall be borne by the Customer.

- (j) In addition and without prejudice to Clause 2.4 (*Customer's Representations and Warranties*) of Part A, the Customer acknowledges, agrees and that:
- (i) The Bank does not act as investment adviser or as any other adviser to the Customer in relation to any Transaction and the Bank has not made, and will not be deemed to have made, any representations or recommendations whatsoever and howsoever to the Customer in respect of any Securities or Transaction.
 - (ii) The Customer is not relying on any communication (whether written or oral) of the Bank as investment advice or as recommendation to enter into any Transaction, it being understood that any information and explanation relating to any Securities shall not be considered investment advice or recommendation to enter into the relevant Transaction.

- (iii) Unless the Customer has notified the Bank otherwise in writing, the Customer is acting as principal for its own account. The Customer has evaluated for itself and/or relied on the advice of such independent third party advisers as it has deemed appropriate regarding the risks of entering into any Transaction and any legal, regulatory, tax, accounting and economic consequences resulting therefrom.
- (iv) The Customer has reviewed and will review carefully its specific financial needs and investment objectives before entering into any Transaction, and the Customer has made and will make its own independent decision as to the legality, suitability and appropriateness of the Transaction based upon its own judgment and upon advice from such independent third party advisers as it has deemed appropriate.

- (k) Notwithstanding any other provisions of the Master TC, the Customer hereby authorises the Bank to dispose of any Securities held under the Securities Account in settlement of any liability owed by or on behalf of the Customer to the Bank, its nominee or any third party.

8.5 Recording. Without prejudice to Clause 14.3 (*Recording of Instructions/Communications*) of Part A, the Customer acknowledges that any verbal communications between the Customer and the Bank and the Customer's instructions may be recorded and that the recording will, to the extent permitted by law, be conclusive evidence of the contents and nature of the relevant communications and Customer's instructions.

8.6 New Listing of Securities. The following provisions will apply if the Customer requests the Bank to apply for Securities in respect of a new listing and/or issue of Securities on an Exchange as its agent:

- (a) The Customer hereby authorises the Bank to make such applications on its behalf.
- (b) The Customer will familiarise itself and comply with all the terms and conditions governing the Securities of the new listing and/or issue and the application for such new Securities set out in the prospectus and/or offering document and the application form or any other relevant document in respect of such new listing and /or issue and the Customer agrees to be bound by such terms and conditions.
- (c) The Customer hereby gives to the Bank all the representations, warranties and undertakings which an applicant for Securities in a new listing and/or issue is required to give (whether to the issuers, sponsors, underwriters or placing agents of the relevant Securities, the Exchange or any other relevant regulators or persons).
- (d) The Customer hereby further declares and warrants, and authorises the Bank to disclose and warrant to the Exchange on any application form (or otherwise) and to any other person as appropriate, that any such application made by the Bank as the Customer's agent is the only application made, and the only application intended to be made, by the Customer or on the Customer's behalf, for the benefit of the Customer or the person for whose benefit the Customer is making the application. The Customer acknowledges and accepts that the aforesaid declaration and warranty will be relied upon by the Bank and by the issuers, sponsors, underwriters or placing agents of the relevant Securities, the Exchange or any other relevant regulators or persons in respect of any application made by the Bank as the Customer's agent.

- (e) The Customer acknowledges that any application made by an unlisted company, the principal business of which is dealing in securities, and in respect of which the Customer exercises statutory control shall be deemed to be an application made for the benefit of the Customer.

- (f) The Customer acknowledges and understands that the legal and regulatory requirements and market practice in respect of applications for Securities may vary from time to time, as may the requirements of any particular new listing or issue of Securities. The Customer undertakes to provide the Bank with such information and take such additional steps and make such additional representations, warranties and undertakings as may be required in accordance with such legal and regulatory requirements and market practice as the Bank may in its discretion determine from time to time.

- (g) In relation to a bulk application to be made by the Customer or the Customer's agent, the Customer acknowledges and agrees:

- (i) that such bulk application may be rejected for reasons unrelated to the Customer and the Customer's application and neither the Bank nor its agent shall, in the absence of gross negligence or wilful misconduct of the Bank or its agents or employees, incur any liability arising from such rejection; and
- (ii) to indemnify the Bank if such bulk application is rejected due to breach of representations, warranties and/or undertakings made by the Customer or other factors relating to the Customer. The Customer acknowledges that the Customer may also be liable to other persons affected by such breach or such other factors.

8.7 Disclosure of Information.

- (a) The Customer confirms and agrees that: (i) the information provided in the Account opening application (including any mandates, identification and other documents and information submitted to the Bank in connection with the application for the Securities Account) is complete and accurate; and (ii) the Customer will inform the Bank of any material change to such information as soon as possible.
- (b) The Customer shall inform the Bank of any material adverse change in its financial position or any change in its investment objectives. The Customer authorises the Bank to obtain reports concerning its credit standing and business conduct at the Bank's discretion.
- (c) The Bank will notify the Customer of any material change to: (a) the name and address of the business of the Bank; (b) the registration status of the Bank with the SFC and the Bank's CE number; (c) the description of the nature of services provided by the Bank; (d) the description of the remuneration payable by the Customer to the Bank (such as commission, brokerage and any other fees and charges) and the basis for such payment; or (e) where applicable, the details of margin requirements, interest charges, margin calls and the circumstances under which the Customer's position may be closed without the Customer's consent.
- (d) Without prejudice to Clause 10 (*Handling of Customer Information*) of Part A, the Customer expressly agrees that the Bank or any service provider appointed by it (including any executing or settlement broker, nominee or sub-custodian) may, in compliance with any requirement or request for information by any Exchange or other regulatory or supervisory authority (including the HKMA and the SFC),

government agency or body (whether or not having the force of law), provide:

- (i) details of any Transactions or Securities held for the Customer's account; or
- (ii) any other information (including identity details), documents or records relating to the Customer, the Customer's Account(s) and Securities,

to such Exchange, regulatory or supervisory authority, government agency or body, or to assist such Exchange, regulatory or supervisory authority, government agency or body with any investigation or enquiry being undertaken.

- (e) In respect of derivative products, the Bank shall provide to the Customer upon request product specifications and any prospectus or other offering documents covering such products.

8.8 Customer Identification. If the Customer effects Transactions for the account of its own clients, the Customer hereby agrees that, in relation to a Transaction where the Bank has received an enquiry from any regulator in Hong Kong including the SEHK and/or the SFC ("**Hong Kong Regulators**"), the following provisions of this Clause 8.8 shall apply:

- (a) The Customer shall, immediately upon request by the Bank, inform the Hong Kong Regulators of the identity, address, occupation and contact details ("**Relevant Particulars**") of the client for whose account the Transaction was effected and (so far as known to the Customer) the person with the ultimate beneficial interest in the Transaction and/or any third party who originated the Transaction.
- (b) Without prejudice to Clause 8.8(a) above, if the Customer effected the Transaction for an investment fund or scheme or discretionary account or trust, the Customer shall, immediately upon request by the Bank, inform the Hong Kong Regulators of the Relevant Particulars of the scheme, fund, account or trust and, if applicable, the person who, on behalf of such scheme, fund, account or trust, instructed the Customer to effect the Transaction. In addition, the Customer shall immediately inform the Bank when its discretion in respect of any Transaction effected for such scheme, fund, account or trust has been overridden and, upon request by the Bank, immediately inform the Hong Kong Regulators of the Relevant Particulars of the person(s) who gave the overriding instructions.
- (c) Without prejudice to Clause 8.8(a) above, if the Customer is aware that its client is acting as intermediary for the underlying clients ("**Ultimate Customer**"), and the Customer does not know the Relevant Particulars of the Ultimate Customer, the Customer confirms that:-
 - (i) it has arrangements in place with its client which entitle the Customer to obtain such information from its client immediately upon request; and
 - (ii) it will, on request from the Bank, promptly request such information from the client on whose instructions the Transaction was effected, and provide the information to the Hong Kong Regulators immediately upon receipt.
- (d) The Customer confirms that, where necessary, it has obtained all consents or waivers from its own clients or other relevant persons, to release to the Hong Kong Regulators the information referred to in Clauses 8.8(a) to (c) above. In particular, if the Customer effects a transaction for the account of another person and the Customer is in a jurisdiction with client secrecy laws, the Customer confirms

that its clients and the relevant persons have waived the benefit of the secrecy law, in relation to any enquiry by the Hong Kong Regulators. The Customer confirms that such waivers are valid and binding under the laws of such jurisdiction.

- (e) If the information requested by the Hong Kong Regulators is not provided within two (2) Business Days, the Bank may be required by the Hong Kong Regulators to close out any open positions and/or suspend the provision of any Services and the Bank shall not be liable for any loss to the Customer as a result.
- (f) The provisions of this Clause 8.8 shall continue in effect notwithstanding the termination of the Account and/or Services.

8.9 Material Interest.

- (a) The Customer acknowledges that the Bank and/or any member of the CCB Group may have an interest, relationship or arrangement that is material in relation to any Transaction effected on behalf of the Customer or the Securities concerned, including taking an opposite position to the Customer's orders whether for the account of the Bank, any member of the CCB Group or any of their clients.
- (b) Where the Bank has a material interest in a Transaction with or for the Customer which gives rise to an actual or potential conflict of interest, the Bank shall not advise, nor deal in respect of the Transaction unless it has in advance disclosed that material interest or conflict to the Customer and the Bank has taken all reasonable steps to ensure fair treatment of the Customer.
- (c) Subject to compliance with this Clause 8.9, neither the Bank nor any member of the CCB Group shall be obliged to disclose or account for any profits made by them in respect of any such Transaction.

8.10 Termination. Without prejudice to Clause 12 (*Termination and Suspension of Accounts or Services*) of Part A, upon termination of the Securities Account and/or Services in accordance with the Master TC:

- (a) all amounts due or owing by the Customer (whether actual or contingent) under the Master TC shall become immediately due and payable;
- (b) the Bank shall cease to have any obligations to arrange for the purchase or sale of Securities on behalf of the Customer, notwithstanding any instructions from the Customer to the contrary;
- (c) the Bank is authorised, at its discretion and subject to Applicable Laws, to: (1) cancel any or all outstanding orders or any other commitments made on the Customer's behalf; (2) close out any or all contracts between the Customer and the Bank, cover any short position of the Customer through the purchase of Securities or liquidate any long position of the Customer through the sale of the Securities; (3) sell, dispose of or otherwise deal with in whatever manner any Securities in the Account and any collateral security deposited by the Customer with the Bank.

8.11 Risk Disclosure Statement. The Customer has read, fully understands and agrees to the following risk disclosure statements:

- (a) Risk of Securities Trading. The prices of securities fluctuate, sometimes dramatically. The price of a security may move up or down, and may become valueless. It is as likely that losses will be incurred rather than profit made as a result of buying and selling securities.

(b) **Risk of Trading Futures and Options.** The risk of loss in trading futures contracts or options is substantial. In some circumstances, the Customer may sustain losses in excess of the Customer's initial margin funds. Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily avoid loss. Market conditions may make it impossible to execute such orders. The Customer may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, the Customer's position may be liquidated. The Customer will remain liable for any resulting deficit in the Customer's account. The Customer should therefore study and understand futures contracts and options before the Customer trades and carefully considers whether such trading is suitable in the light of the Customer's own financial position and investment objectives. If the Customer trades options the Customer should inform itself of exercise and expiration procedures and the Customer's rights and obligations upon exercise or expiry.

(c) **Risk of Trading Growth Enterprise Market Stocks.** Growth Enterprise Market ("GEM") stocks involve a high investment risk. In particular, companies may list on GEM with neither a track record of profitability nor any obligation to forecast future profitability. GEM stocks may be very volatile and illiquid.

The Customer should make the decision to invest only after due and careful consideration. The Customer acknowledges and understands that the greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors.

Current information on GEM stocks may only be found on the internet website operated by the SEHK. GEM companies are usually not required to issue paid announcements in gazetted newspapers.

The Customer should seek independent professional advice if it is uncertain of or has not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks.

(d) **Risk of Client Assets Received or Held Outside Hong Kong.** Client assets received or held by the Bank outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) and the rules made thereunder. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.

(e) **Risk of Providing an Authority to Hold Mail or to Direct Mail to Third Parties.** If the Customer provides the Bank with an authority to hold mail or to direct mail to third parties, it is important for the Customer to promptly collect in person all contract notes and statements of the Customer's Account(s) and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

(f) **Risk of Trading Nasdaq-Amex Securities at the SEHK.** The securities under the Nasdaq-Amex Pilot Program ("PP") are aimed at sophisticated investors. The Customer should consult the Bank and become familiarized with the PP before trading in the PP securities. The Customer should be aware that the PP Securities are not regulated as a primary or secondary listing on the Main Board or GEM of the SEHK.

(g) **Risk of Providing an Authority to Repledge Securities Collateral etc.** There is risk if the Customer provides the Bank with an authority that allows it to apply its securities or securities collateral pursuant to a securities borrowing and lending agreement, repledges the Customer's securities collateral for financial accommodation or deposit the Customer's securities collateral as collateral for the discharge and satisfaction of the Bank's settlement obligations and liabilities.

If the Customer's securities or securities collateral are received or held by the Bank in Hong Kong, the above arrangement is allowed only if the Customer consents in writing. Moreover, unless the Customer is a professional investor, the Customer's authority must specify the period for which it is current and be limited to not more than twelve (12) months. If the Customer is a professional investor, these restrictions do not apply.

Additionally, the Customer's authority may be deemed to be renewed (i.e. without the Customer's written consent) if the Bank issues the Customer a reminder at least fourteen (14) days prior to the expiry of the authority, and the Customer does not object to such deemed renewal before the expiry date of the Customer's existing authority.

The Customer is not required by law to sign these authorities but an authority may be required by the Bank, for example, to facilitate margin lending to the Customer or to allow the Customer's securities or securities collateral to be lent to or deposited as collateral with third parties. The Bank should explain to the Customer the purpose for which one of these authorities is to be used.

If the Customer signs one of these authorities and the Customer's securities or securities collateral are lent to or deposited with third parties, those third parties will have a lien or charge on the Customer's securities or securities collateral. Although the Bank is responsible to the Customer for securities or securities collateral lent or deposited under the Customer's authority, a default by the Bank could result in the loss of the Customer's securities or securities collateral.

A cash account not involving securities borrowing and lending is available from the Bank. If the Customer does not require margin facilities or does not wish its securities or securities collateral to be lent or pledged, the Customer is not required to sign the above authorities and may ask to open this type of cash account.

(h) **Risk in relation to Electronic Trading Service.** The Customer acknowledges that the Internet or other electronic media are, due to unpredictable traffic congestion and other reasons, inherently unreliable media of communication and that transactions conducted over the Internet or via other electronic media are subject to: (i) possible failure or delays in the transmission and receipt of instructions for any or all transactions in securities or other information, and (ii) possible failure or delays of execution or execution at prices different from those prevailing at the time when the Customer's instructions were given.

The Customer acknowledges that there are risks associated with the electronic trading system, including the failure of hardware and/or software, and that the result of any such system failure may be that the Customer's order is either not executed according to the Customer's instructions or is not executed at all. The Customer acknowledges that there are risks of

transmission interruption, distortion, omission or blackout, interception of instructions for any or all transactions in securities as well as of misunderstanding or errors in any communication.

- (i) **Risk of Investing in Debt Securities.** The obligation to pay the Customer any interest, principal or other amounts payable under, or to deliver to the Customer any securities or underlying assets in accordance with, the terms of debt securities, or any other obligations owed to the Customer under the terms of the debt Securities, lie with the issuer (or any other person responsible for those obligations under the terms of that debt Securities). Those obligations are not, except where the Bank is the issuer, owed by the Bank, and except where the Bank is the issuer, the Bank is not responsible for ensuring that those obligations are satisfied. The only obligations of the Bank in relation to the securities trading services are contained in the Master TC.

Where the debt Securities are not “principal protected”, the principal amount invested will not be assured and the Customer may end up receiving either: (i) amounts less than the principal amount invested; or (ii) assets with a value substantially below that of the principal amount invested. Where the debt Securities are described as “principal protected”, it means that only the income or other returns on the product may fluctuate due to, for example, movements in the value of the underlying assets and that the principal amount will be repayable in full at maturity date. However, the principal amount may be protected only to a certain extent or only upon fulfilment of certain conditions (e.g., that no early termination events have occurred). Investors should review the terms and conditions of each debt Security carefully to assess the extent of principal protection available.

- (i) **Performance of Underlying Assets Risk.** An investment in structured products is not an investment in the underlying assets and the Customer has no rights in respect of such underlying assets. The value of the underlying assets may go down as well as up and past performance is not necessarily a guide to future performance. However, the performance of the underlying assets will have a direct effect on the value of the structured products. The Bank has not performed, and will not at any time perform, any investigation or review of the underlying assets, nor does it make any guarantee or express or implied warranty in respect of the performance of the underlying assets, nor the selection thereof.

9. Specific Terms and Conditions for Custody Services

The additional provisions set out in this section 9 of Part B of the Master TC will apply if the Customer requests for custodian services in respect of Securities deposited with the Bank, or if the Bank provides any custodian services to the Customer in respect of Securities held in any Securities Account.

- 9.1 **Definitions.** In these Specific TC, unless the context otherwise requires:

“CCASS” means the Central Clearing and Settlement System established and operated by HKSCC;

“CCASS Depository” means such person appointed by HKSCC to perform the depository and custodian services in CCASS;

“CCASS Nominee” means the nominee company of HKSCC or such other person appointed by HKSCC to perform the nominee service in CCASS;

“Custody Account”, in respect of Securities held or to be held by the Bank or its nominee or sub-custodian, means the Account established and maintained by the Customer with the Bank which is designated by the Customer from time to time to hold and receive Securities, and includes any Securities Account(s) established and maintained by the Customer with the Bank, and “Custody Accounts” means all such Accounts maintained at the Bank in the name of the Customer;

“Eligible Securities” means such securities which are from time to time designated and accepted by HKSCC for deposit, clearance and settlement in CCASS;

“Exchange” means any recognized stock exchange or market, including SEHK;

“HKSCC” means the Hong Kong Securities Clearing Company Limited;

“Registered Securities” means Securities deposited by the Customer with the Bank for safe custody pursuant to this section 9 of Part B of the Master TC;

“Securities” means any share, stocks, debentures, warrants, options, loan stocks, funds, unit trusts, bonds, notes, equity-linked notes, certificates of deposit or derivative instruments or products (whether the underlying asset is securities, indices or other property) of or issued by any body, whether incorporated or unincorporated, or any government authority, whether or not traded on any Exchange, and acceptable to the Bank;

“Securities Account”, in respect of Securities held or to be held by the Bank or its nominee or sub-custodian, means the Account established and maintained by the Customer with the Bank which is designated by the Customer from time to time to hold and receive Securities for the purpose of Securities trading pursuant to section 8 of Part B (*Specific Terms and Conditions for Securities Trading Services*) of the Master TC, and “Securities Accounts” means all such Accounts maintained at the Bank in the name of the Customer;

“SEHK” means The Stock Exchange of Hong Kong Limited;

“Settlement Account”, in respect of Securities held or to be held by the Bank or its nominee or sub-custodian, means the Account established and maintained by the Customer with the Bank which is designated by the Customer from time to time to hold funds for the settlement of the subscription, purchase or sale of Securities and/or for the receipt of interest and principal (if any) in connection with Securities and/or for the payment of any fees in connection with any Services, and “Settlement Accounts” means all such Accounts maintained at the Bank in the name of the Customer.

9.2 **Custody Services.** The Bank is hereby appointed and authorised to perform custodian services for the Customer in respect of all Securities held or to be held with the Bank in the Custody Account upon the terms and conditions contained herein.

9.3 **Custody of Securities.** The Customer hereby authorises the Bank, in respect of all Securities held or to be held with the Bank in the Custody Account:

- (a) to register the Securities in its name or in the name of the Bank’s nominee or sub-custodian (including any member of the CCB Group);
- (b) to deposit the Securities in safe custody in a designated account with an authorised institution or other institution approved by the SFC;
- (c) with respect to Eligible Securities, to deposit such amount of Eligible Securities as the Bank in its discretion determine in the CCASS Depository either in the form deposited or registered or re-issued in the name of HKSCC or in the name of the CCASS Nominee; and/or

- (d) with respect to Securities traded in overseas Exchanges, to deposit such amount of Securities as the Bank in its discretion determine in an overseas depository, subject to the rules, regulations, requirements and procedures of such depository or the relevant clearing system.
- 9.4 Appointment of Nominees and Sub-custodians. The Bank is hereby authorised to appoint nominee(s) and sub-custodian(s) to perform its duties as set out in this section 9 of the Master TC.
- 9.5 Deposit of Securities. The Bank reserves the right to request for provision of documents of title relating to the Securities, reject a deposit of Securities, refuse to accept a re-deposit of Securities or return the Securities deposited with the Bank to the Customer at any time without giving reasons therefor, in which case the Customer shall accept delivery of the same forthwith.
- 9.6 Rights of Bank. The Bank, its nominee(s) and sub-custodian(s) shall be entitled (but not obliged) to, without prior notice to or consent from the Customer, take such steps as the Bank may in its discretion consider necessary, desirable or expedient in order for the Bank to provide any Services and/or exercise any of its powers under the Master TC including:
- (a) if required by any Applicable Laws governing the Securities or the operation of the Bank or its nominee or sub-custodian, to complete and deliver on the Customer's behalf as owner thereof any ownership certificates, declaration or information in connection with the Securities;
 - (b) to surrender any of the Securities against receipt of the monies payable at maturity or on redemption if called prior to maturity, provided that where the Securities are called for redemption prior to maturity the Bank or its nominee or sub-custodian shall have no duty or responsibility to present the Securities for redemption, unless, after the call is made, requests in writing is given to the Bank by the Customer so to do;
 - (c) to comply with any Applicable Laws requiring the Bank, its nominee(s) or sub-custodian(s) to take or refrain from taking any action or are otherwise for the Customer's protection (including to sell or dispose of any or all of the Securities at prevailing market conditions);
 - (d) on the Customer's behalf, to withhold and/or to make payment of any payments, taxes or duties payable on or in respect of the Securities;
 - (e) to act on the opinion or advice of the Bank's legal advisers, accountants or other professional advisers but without any liability for any acts or omissions on their part;
 - (f) to exchange any of the Securities in interim or temporary form for Securities in definitive form;
 - (g) to sell or dispose of fractional shares to which the Customer may be entitled for the Bank's own account and benefit absolutely; and
 - (h) generally do all acts and things which are necessary for or incidental to the provision of the Services.
- 9.7 Dividends and Other Payments. The Customer hereby authorises the Bank to collect on the Customer's behalf dividends, interest and other payments of income or capital in respect of the Securities held by the Bank, its nominee or sub-custodian for the account of the Customer pursuant to these Specific TC as the same is actually paid to the Bank, its nominee or sub-custodian, and to take such action at the Customer's costs and expenses which the Bank or its nominee or sub-custodian deems appropriate to effect such collection. The Bank shall credit the amount collected after deduction of all fees, costs and expenses incurred therewith into the Settlement Account(s) or Custody

Account(s), as the case may be. Where the Securities form part of a larger holding of identical Securities held for customers of the Bank, the Customer shall be entitled to a share of the benefits proportional to the Customer's share of the total holding and the amount of such benefits shall be rounded down in such number of decimal places or in such other manner as the Bank may in its discretion determine.

- 9.8 Corporate Action. Where the Customer is required to make an election in respect of any transactions or matters which involve rights or obligations to make payments, tender Securities, or acquire or subscribe for Securities, where such rights or obligations arise as a result of Securities by the Bank, its nominee or sub-custodian for the account of the Customer pursuant to these Specific TC, the Bank shall use its reasonable endeavours to keep the Customer informed of the same and the following provisions shall apply:

- (a) Where instructed by the Customer, the Bank shall use reasonable endeavours to inform the issuer (or such other party as instructed by the Customer) of the election made by the Customer without any guarantee that the issuer or the relevant person will receive such notification before the prescribed time or at all, and in any event, the Bank shall not be obliged to do so unless and until sufficient immediately available funds have been received by the Bank within such time as prescribed by the Bank.
- (b) Where no instructions is received by the Customer, (i) in the case of any transactions or matters which involve rights to make payments, tender Securities, or acquire or subscribe for Securities where the rights are not obligatory, it shall be conclusively deemed that the Customer has irrevocably renounced all its rights and entitlements regarding such transactions or matters and the Bank is entitled to deal with such transactions or matters in the Bank's own right; (ii) in the case of any transactions or matters which involve obligations to make payments, tender Securities, or acquire or subscribe for Securities or which involves rights to make payments, tender Securities, or acquire or subscribe for Securities where the rights are obligatory, the Bank is entitled and is hereby authorised at its discretion either to: (1) debit such amount to the Custody Account(s) and/or Settlement Account(s), or if there are insufficient funds in the Settlement Account(s), debit such amount to any of the Customer's Account whether of savings, current, fixed deposit (matured or not yet mature); or (2) deduct the same from the proceeds, if any, of the transactions effected; or (3) realize part of the Registered Securities to raise sufficient moneys to settle such obligations or obligatory rights; or (4) pay on the Customer's behalf for such obligations or obligatory rights, the payment of which shall be an advance of money to the Customer and secured by the Registered Securities and shall be repayable by the Customer on demand, together with interest thereon at the rate and calculated in the manner as reasonably determined by the Bank and the Registered Securities shall stand charged to such payments as well; and (iii) in any other case, the Bank is authorised at its discretion to take or omit to take any action as it may deem appropriate or expedient.
- (c) Where the Customer is required to make an election for the receipt of cash or Securities (or any specific combination of cash and Securities) under the terms and conditions of any Securities, the Customer shall inform the Bank of its election before such time as the Bank may prescribe. The Bank shall not be liable or responsible for reminding the Customer of the election before the prescribed time nor for making such elections for the Customer. In the event that the Customer fails to provide an election under the Securities before the prescribed time, the Customer hereby authorises the Bank to elect full cash payment under the Securities, and the Bank shall not be liable for any losses or costs suffered or incurred by the Customer as a result of the Bank acting upon such authorisation.

- Save as provided above, neither the Bank nor its nominee or sub-customer shall be responsible for making any election for the Customer in any event.
- 9.9 Notices and Communications. Save as provided herein or otherwise agreed by the Bank, the Bank or its nominee or sub-custodian shall have no duty or responsibility: (a) to forward notices and communications received to the Customer or for any failure to inform the Customer in sufficient time for instructions to be given to the Bank with regard to any matters referred to in any such notice or other communications; (b) to ascertain or inform the Customer with respect to or for taking any action concerning calls, conversions, offers, redemption, dividends, coupons, payments or any similar matters; or (c) to send proxies received by the Bank in respect of the Securities or give any notice of the receipt of such proxies to the Customer.
- 9.10 Proxies. The Customer may appoint the Bank or its nominee or sub-custodian as proxies or representatives for the purpose of attending and voting at meetings of holder of Securities or other similar purposes. The Bank is not obliged to act upon the Customer's instructions unless such instructions are given to the Bank at least five (5) Business Days before the date of the relevant event, or such earlier time as specified by the Bank, and until the Bank or its nominee or sub-custodian has been indemnified and/or secured to the Bank's reasonable satisfaction against any and all costs, expenses, or liabilities which the Bank or its nominee or sub-custodian would or might incur as a result.
- 9.11 Voting. Save as provided in Clause 9.10 (*Proxies*) in this Part B above, the Bank or its nominee or sub-custodian shall be entitled to act in the Bank's discretion as regards attendance at meetings or voting in respect of any of the Securities or as regards any subscription, conversion or other rights in respect thereof or as regards any merger, consolidation, reorganization, receivership, bankruptcy or insolvency proceedings, compromise or arrangement or the deposit of any of the Securities in connection therewith or otherwise. The Bank or its nominee or sub-custodian shall be under no duty to investigate or participate therein or take any affirmative action in connection therewith.
- 9.12 Withdrawal of Securities. The Customer may withdraw Securities at any time by giving to the Bank at least one (1) Business Day's prior written notice in such form and in such manner as prescribed by the Bank provided always that:
- (a) where any Securities are in the course of being processed for transfer to and registration in the name of the Bank's nominee or sub-custodian or has been submitted for registration or reissue in the name of HKSCC or in the name of the CCASS Nominee, the Customer shall have no right to withdraw such Securities until the same have been received by the Bank's nominee or sub-custodian after due registration or the same have become available for withdrawal from the CCASS Depository;
 - (b) where the Customer is indebted to the Bank, the Customer may not be permitted to effect any such withdrawal if the Bank determines in its discretion that any such withdrawal may affect or prejudice its rights against the Customer in respect of such indebtedness;
 - (c) the Bank shall have no duty or responsibility to return to the Customer Securities bearing serial numbers identical with those delivered to the Bank so long as the Securities returned are of the same class, denomination and nominal amount and rank *pari passu* with those originally accepted by the Bank, subject always to any capital reorganization which may have occurred in the meantime;
 - (d) withdrawal of Registered Securities of any class shall be in multiples of the lowest denomination (whether in board lots or otherwise) of Securities of that class; and
 - (e) in respect of withdrawal of Eligible Securities, upon the Customer's request:
 - (i) the Eligible Securities may be withdrawn in registered form and, subject to availability of the type and quantity of certificates requested, the Customer may elect to withdraw either new certificates or old certificates and the withdrawal of such certificates shall be in board lots or such other denominations as may be specified by HKSCC; or
 - (ii) the Eligible Securities may be withdrawn by transferring the Eligible Securities to an account of another CCASS participant, in which case the Customer is deemed to have withdrawn the Eligible Securities upon execution by the Bank of such instructions for the Eligible Securities to be transferred and the Bank shall not be under any duty to ensure that such Eligible Securities have been received by the CCASS participant named by the Customer or to confirm with such participant that the same is to hold the Eligible Securities to the Customer's order.
- Other than provided in Clause 9.12(e)(ii) in this Part B above, the delivery by the Bank of the Securities to the Authorised Person(s) or other designated persons named in a delivery order issued by the Customer, or where no designated person is named in the delivery order, the bearer of the delivery order shall absolutely discharge the Bank from all liabilities under this Section 9, provided that notwithstanding the above, the Bank reserves the right to request the Customer to be personally present for withdrawal.
- 9.13 Transfer of Securities to Securities Account. Where the Customer also maintains a Securities Account(s) with the Bank pursuant to section 8 Part B (*Specific Terms and Conditions for Securities Trading Services*) of the Master TC, the Customer hereby expressly authorises the Bank to transfer any Securities held in the Customer's Custody Account to the Securities Account at such time as the Bank considers necessary to settle any Transaction (as the term is defined in section 8 of Part B of the Master TC) or otherwise any liability owing by or on behalf of the Customer to the Bank, its nominee or any third party pursuant to the terms of section 8 of Part B of the Master TC.
- 9.14 Fees and Charges. The Customer shall pay or reimburse to the Bank on demand all custodian fees as the Bank may from time to time determine together with all costs, expenses, charges and disbursements incurred by the Bank in connection with its performance of the duties hereunder and the Bank shall be entitled to deduct any amount due from the Customer to the Bank from any Account held by the Customer with the Bank.
- 9.15 Risk of Customer. The Customer agrees that Securities deposited with the Bank pursuant to these Specific TC shall be at the Customer's sole risk save in respect of loss or damage suffered by the Customer by reason of gross negligence or wilful misconduct of the Bank or its agents or employees. In any event, the Bank's liability shall be limited to the extent stated in Clause 7 (*General Indemnities and Exclusions of Liability*) of Part A.
- 9.16 No Duty to Verify Ownership or Title. The Bank, its nominee(s) and sub-custodian(s) shall be under no duty to examine or verify the validity of ownership or title to any Securities and shall not be liable in respect of any defect in ownership or title.
- 9.17 Foreign Ownership of Securities. In jurisdictions restricting foreign ownership of Securities, the Bank, its nominee(s) and sub-custodian(s) shall have no duty to ascertain the nationality of the owner of the Securities or that the Securities deposited are approved for foreign ownership unless specifically instructed by the Customer.
- 9.18 Liability of Bank. Neither the Bank (except to the extent the Bank has obligations as the issuer of Securities) nor any of its nominee(s) or sub-custodian(s), is responsible for any delay or default in respect of any

obligation owed by the Securities issuer or any other person to the Customer as a holder of Securities. Where there is a discrepancy between the amount of money or quantity of securities due from the Securities issuer or such other person and the amount of money or quantity of Securities actually received by the Bank or its nominee or sub-custodian in respect of Securities held by it for the account of the Customer, the Bank or its nominee or sub-custodian, as the case may be, has the sole discretion to hold or defer payment or delivery (as the case may be) to the Customer until the correct amount of money or quantity of Securities is received. At the request of the Securities issuer or an Exchange on which the Securities are traded or a clearing system operator through which the Securities are cleared, the Bank may demand, and the Customer agrees to pay or return, any amounts or Securities previously paid or delivered to the Customer in respect of Securities issued by that Securities issuer, traded on that Exchange, or cleared through that clearing system, and the Customer authorises the Bank to debit from any Settlement Account, Custody Account or any other Account(s) any such amounts.

9.19 No Trustee. The Customer acknowledges and agrees that the provision of custodian and/or other Services by the Bank pursuant to the Master TC does not constitute the Bank a trustee of the Customer in respect of any of the Securities save and except those Securities registered in the name of the Bank or its nominee(s), in which case the capacity of the Bank or its nominee(s) shall be as bare trustee only. The Bank shall have no other obligations in respect of the Securities except those contained in the Master TC.

9.20 Further Assurances. The Customer shall, at the Bank's request, execute such documents and perform such acts as the Bank may consider expedient for the purposes of providing custodian and/or other Services pursuant to the Master TC and in connection with the exercise of the Bank's powers and rights under the Master TC.

9.21 Closure of Account. Notwithstanding any other provisions in the Master TC, the Bank shall be entitled at its discretion at any time without giving any reason therefor to close the Custody Account in which the Securities are held by giving the Customer fourteen (14) days' advance notice in writing and upon expiration of such notice, the Bank shall return the Securities by registered post at the Customer's risk and expenses and the Customer shall accept delivery of the same forthwith.

10. Specific Terms and Conditions for Hold Mail Services

The additional provisions set out in this section 10 of Part B of the Master TC will apply if the Customer requests for hold mail services.

10.1 Hold Mail Service. The Bank may, if so requested by the Customer, hold all statements, correspondences, reports, notices and any other information issued to the Customer by the Bank in relation to such Accounts designated by the Customer (other than any notices of demand on the Customer which shall be expressly excluded hereunder) ("Mail") at the Customer's risk pursuant to these Specific Terms. The Bank reserves the right to refuse the provision of any hold mail services in its discretion without assigning any reasons therefor.

10.2 Acknowledgement by Customer. Without limiting the generality of Clause 10.1 (*Hold Mail Service*) of this Part B above:

(a) The Customer hereby expressly acknowledges that the Customer's failure to collect the Mail in time or at all may have legal consequences or may affect the Customer's rights with the Bank. The Customer also expressly acknowledges that the Customer may by passing of time or otherwise forego certain rights and opportunities and may incur certain liabilities and additional expenses, penalties or losses with regard to the matters referred to in the Mail. The Customer agrees to bear such risks.

(b) The Customer expressly agrees that the Customer's ignorance of the contents of any Mail being held by the Bank pursuant hereto is not (and the Customer hereby waives the

same as) a defence to any claim of the Bank for all purposes and in all courts of law.

(c) Notwithstanding any provisions in the Master TC on service of notices, the Customer hereby expressly agrees that all Mail withheld by the Bank shall be deemed to have been served on and received by the Customer on the date shown on the relevant correspondence. The Customer waives any requirement that the Bank notify the Customer of any information or notices contained in the Mail and hereby acknowledges that the Customer shall be deemed to have accepted the contents of all Mail notwithstanding the Customer's lack of actual knowledge of the contents of such Mail.

10.3 Collection of Mail. The Customer undertakes to collect the Mail at the designated branch of the Bank at least once in every six-month period. The Bank shall be entitled to require the presentation of identification documents and such authorisation documents as may be satisfactory to the Bank in its discretion upon collection of the Mail and the Bank shall be entitled to refuse to release the Mail if satisfactory documents are not produced.

10.4 Return of Uncollected Mail. If the Bank has held any Mail for the Customer for more than twelve (12) months, the Bank may at its discretion (i) send such Mail to the Customer at the Customer's last known correspondence address on the Bank's record at the Customer's risk and expense; or (ii) destroy such Mail in such manner as the Bank sees fit without further notice to the Customer.

10.5 Fees. The Customer agrees that the Bank's obligations hereunder are conditional upon the Customer's payment in full to the Bank of such fee(s) as stipulated by the Bank from time to time. The Bank is hereby authorised to debit such fees directly from any Account held with the Bank.

10.6 Termination of Services. Notwithstanding any other provisions, the Bank may, in its discretion and without providing any reason therefor, terminate or suspend the hold mail service pursuant to these Specific TC by giving five (5) Business Days' notice to the Customer by any means prescribed in Clause 14.4 (*Notices*) of Part A. The Customer may terminate the hold mail service by giving five (5) Business Days' written notice of the same to the Bank by any means prescribed in Clause 14.4 (*Notices*) of Part A, together with written Instructions to the Bank to either destroy all Mail held by the Bank at the time of such termination or dispatch such Mail to a specified address.

10.7 Hold Mail Period. The authority given by the Customer to the Bank in relation to the hold mail service pursuant to these Specific TC is valid for one (1) year ("**Hold Mail Period**") and the Customer may request the Bank to renew the hold mail service at or prior to the end of a Hold Mail Period for an additional one (1) year. Alternatively, the Bank also may (but is not obliged to) send to the Customer a notification before the expiry of a Hold Mail Period, and the Customer agrees that unless the Customer sends to the Bank a notice to revoke the authorisation for hold mail service, the instruction will be automatically renewed for an additional one (1) year. If, at the end of a Hold Mail Period, the Customer has not requested the Bank to renew the hold mail service and the Bank has not sent to the Customer such a renewal notification, the hold mail service will be terminated and the Bank may at any time thereafter resume sending correspondence to the Customer's last known correspondence address.

10.8 Risk Disclosure Statement. RISK OF PROVIDING AN AUTHORITY TO HOLD MAIL OR TO DIRECT MAIL TO THIRD PARTIES – The Customer expressly acknowledges that if the Customer provides the Bank with an authority to hold mail or to direct mail to third parties, it is important for the Customer to promptly collect in person contract notes and statements of the Customer's Account and review them in detail to ensure that any anomalies and mistakes can be detected in a timely fashion.

11. **Specific Terms and Conditions for Linked Deposits (Currency Linked and Interest Rate Linked)**

The additional provisions set out in this section 11 of Part B of the Master TC will apply to Currency Linked Deposits and Interest Rate Linked Deposits placed by the Customer with the Bank.

11.1 **Definitions.** In these Specific TC, unless the context otherwise requires: “**Applicable Terms and Conditions**” means the Confirmation, these Specific TC, the Master TC, and all such other applicable terms as varied, supplemented or replaced from time to time;

“**Confirmation**”, in respect of a Linked Deposit, means a written confirmation issued by the Bank confirming the terms of that Linked Deposit;

“**Conversion Price**”, in respect of a Linked Deposit, means the price or prices specified as such in the Confirmation relating to that Linked Deposit;

“**Deposit Amount**”, in respect of a Linked Deposit, means the amount of the deposit to be placed with the Bank and specified as such in the Confirmation relating to that Linked Deposit;

“**Fixing Date**”, in respect of a Linked Deposit, means the date on which the value of the Underlying is to be fixed for the purposes of calculating the amount to be paid in respect of interest or to be repaid in respect of principal, and specified as such in the Confirmation relating to that Linked Deposit;

“**Fixing Value**”, in respect of a Linked Deposit, means the price, rate or level specified as such in the Confirmation relating to that Linked Deposit;

“**Interest Amount**”, in respect of a Linked Deposit for which interest is payable, means the amount of interest payable and specified as such or otherwise calculated in accordance with a formula set out in the Confirmation relating to that Linked Deposit;

“**Interest Payment Date**”, in respect of a Linked Deposit for which interest is payable, means the date or dates on which interest is paid, as specified in the Confirmation relating to that Linked Deposit;

“**Linked Deposit**” means a linked deposit placed by the Customer with the Bank from time to time pursuant to these Specific TC;

“**Maturity Date**”, in respect of a Linked Deposit, means the date on which the principal is repaid, subject to any early redemption feature as specified in the Confirmation and any provision for early termination or extension under the Applicable Terms and Conditions, and as specified as such in the Confirmation relating to that Linked Deposit;

“**Settlement Date**”, in respect of a Linked Deposit, means the date on which the Deposit Amount of the Linked Deposit is to be placed with the Bank in cleared funds and on which interest starts to accrue, as specified as such in the Confirmation relating to that Linked Deposit;

“**Trade Date**”, in respect of a Linked Deposit, means the date on which the Customer’s application for the placing of the Linked Deposit is accepted by the Bank, as specified in the Confirmation relating to that Linked Deposit;

“**Underlying**” in respect of any Linked Deposit, means the currency or currencies, interest rate or rates, or any combination of any of the aforesaid, as set out in the Confirmation relating to that Linked Deposit.

11.2 **Placing of Linked Deposits.** The Customer may from time to time apply to place a Linked Deposit on such terms and conditions (including Underlying, Settlement Date, Trade Date, Deposit Amount, Interest Amount, Interest Payment Date, Conversion Price (if any), Fixing Date, Fixing Value and Maturity Date) as may be made available by the Bank to its customers or otherwise acceptable to the

Bank. The Bank may refuse to accept the Customer’s application to place any Linked Deposit without giving any reason therefor.

11.3 **Confirmation.** Upon acceptance of the Customer’s application to place a Linked Deposit, the Bank will promptly deliver a Confirmation of the terms of the Linked Deposit to the Customer.

11.4 **Applicable Terms and Conditions.** In respect of any Linked Deposit, the Confirmation in respect of such Linked Deposit, these Specific TC and the Master TC shall form a single agreement between the Bank and the Customer in respect of such Linked Deposit. In the event of any conflict, the documentation will govern in the following order: (i) the Confirmation; (ii) the Specific TCs; and (iii) the Master TC.

11.5 **Settlement Account.** The Customer shall, at the time of the application to place a Linked Deposit, designate an Account acceptable to the Bank as the settlement account for the relevant Linked Deposit. Unless otherwise stated in the relevant Confirmation, all funds payable to the Customer or otherwise derived from the relevant Linked Deposit shall be credited into such settlement account. The Customer shall maintain an amount which is sufficient to settle the Deposit Amount and all relevant fees, charges and expenses liable to be paid by the Customer in the connection with the Linked Deposit in the relevant settlement account and the Bank is hereby authorised to debit such settlement account for the relevant amount on the Settlement Date applicable to the relevant Linked Deposit. The Customer undertakes not to withdraw the said amount from the settlement account at any time after the Customer has submitted the application to place the Linked Deposit until the relevant Settlement Date.

11.6 **Delivery on Maturity.** On the Maturity Date in respect of a Linked Deposit, the Bank and the Customer shall pay or deliver the currencies, amounts or other assets specified as payable or deliverable to the other party in the manner as specified in the Confirmation. Other than expressly stated in the Confirmation in respect of a Linked Deposit, neither the Bank nor the Customer shall be under any obligation to pay or deliver assets to the other in respect of that Linked Deposit.

11.7 **Interest.** The Bank will pay the Interest Amount to the Customer in such manner and on such date(s) as may be stated in the relevant Confirmation. Where the Interest Amount is expressed as a formulae for calculation, unless otherwise stated in the Confirmation, interest shall accrue from and including the Settlement Date to but excluding the Maturity Date at the applicable interest rate per annum on the basis of the actual number of days that have elapsed during such period and in accordance with the prevailing market practices. Other than the Interest Amount, no other amount representing interest shall be payable by the Bank to the Customer in respect of a Linked Deposit.

11.8 **Early Withdrawal.** Linked Deposits may not be withdrawn or repaid at any time before their Maturity Date except with the written consent of the Bank which may be subject to such conditions as the Bank in its discretion deems fit. Such conditions will likely have the effect of reducing the expected return or reducing the amount of principal repayable, even in the case of a principal protected Linked Deposit.

11.9 **Fees, charges and Taxes.** The Bank reserves the right to impose fees and/or charges from time to time as the Bank thinks fit. The Customer shall also be solely responsible for all fees, charges, levies, expenses, stamp duty and taxes in connection with any Linked Deposit and/or the delivery of any Underlying or other assets to the Customer pursuant to the terms of any Linked Deposit. The Bank shall be entitled to debit from any Account any such fees, charges, levies, expenses, stamp duty and taxes payable by the Customer.

11.10 **Delivery of Underlying.** If for whatever reason, the Underlying or any part thereof required to be delivered by the Bank in accordance with the terms of any Linked Deposit cannot reasonably be made available to the Bank, the Bank reserves the right to repay the relevant Linked Deposit with such amount calculated using the fair market value of the relevant Underlying on the Fixing Date as the Bank may reasonably determine.

- 11.11 Right to Make Adjustment Generally. The Bank may, in good faith and in a commercially reasonable manner, make adjustments to the amount, quantity of Underlying or other assets to be paid or delivered pursuant to any Linked Deposit or such other features upon the occurrence of one or more of the events specified in the Confirmation or these Specific TC, or provided that such adjustment is considered by the Bank not to be materially prejudicial to the holders of Linked Deposits with similar terms generally (without considering the circumstances of any individual customer or the tax or other consequences of such adjustment in respect of any individual customer) where an event or events occur which the Bank believes, in its discretion, makes such adjustment necessary or desirable. The Bank will notify the Customer of any such adjustments as soon as it has determined them.
- 11.12 Right to Make Adjustment on Dates. In certain circumstances, the Settlement Date, the Interest Payment Date, the Fixing Date or the Maturity Date may be adjusted by the Bank to a previous or following day. In such cases, references to "Settlement Date", "Interest Payment Date", "Fixing Date" or "Maturity Date" in the Applicable Terms and Conditions or the Confirmation will be deemed to be references to such previous or following day unless the context requires otherwise or the Confirmation provides otherwise.
- 11.13 Adjustment to Settlement Date, Fixing Date etc. If any payment or calculation to be made or other action to be taken hereunder by the Bank or the Customer would otherwise fall on or by reference to a day that is not a Business Day or, in the case where the Underlying comprises a currency, not a banking day in the principal financial centre of that currency, unless the Confirmation provides otherwise, it shall be postponed until the first following day that is a Business Day in Hong Kong or a banking day in the relevant financial centre, as the case may be.
- 11.14 Adjustment to Maturity Date. If the Maturity Date in respect of a Linked Deposit falls on a day that is not a Business Day, the Bank may, in its discretion, adjust the Maturity Date to the previous or next following day that is a Business Day.
- 11.15 Determination by the Bank. Where a Fixing Value, rate or price is to be determined by the Bank at a particular time, or during a particular period, such determination shall be made by the Bank acting in a reasonable manner in accordance with prevailing market practices. Each such determination shall be conclusive and binding in the absence of manifest error.
- 11.16 Factors Affecting Determination. If the Bank determines at any time that, by reason of any event or circumstance it is, or may be, impossible or impracticable to make a reliable determination of the Fixing Value in respect of any Linked Deposit, the Bank may: (i) postpone the Fixing Date to such date when the Bank believes that it is possible and practical to reliably determine the Fixing Value; or (ii) terminate the Linked Deposit by notice to the Customer, in which case the Bank will pay the Customer, in full satisfaction of principal and interest, such amount as the Bank shall determine to be fair and reasonable in all the circumstances.
- 11.17 Termination and Close-Out on Events of Default. Upon the occurrence of an event of default under these Specific TC, the Bank shall be entitled to terminate these Specific TC and any or all Linked Deposits with immediate effect. The Bank shall notify the Customer as soon as practicable of such termination. Upon termination of these Specific TC and/or the Linked Deposits, the Bank shall reasonably and in good faith calculate the monetary value of all obligations owed by the Bank and the Customer under the terminated Linked Deposits to each other as at the day the event of default occurred or such later date as the Bank considers appropriate, whereupon such amount shall become payable by the Bank and/or the Customer to the other (as the case may be). The following events shall each constitute an event of default under these Specific TC: (i) the Customer's failure to satisfy any obligation under the Master TC or these Specific TC; (ii) a bankruptcy or winding-up petition or other similar process is presented, or a resolution is passed to effect the same, against the Customer; (iii) a receiver, liquidator or trustee or other analogous officer is appointed over all or a material part

of the Customer's assets; (iv) an assignment or charge on or any dealing in respect of the Customer's rights and/or obligations under these Specific TC has been effected (except in favour of the Bank); (v) the Bank reasonably determines in good faith that there has been a material adverse change in the Customer's circumstances, business, financial conditions, legal status or capacity.

- 11.18 Conflict of Interests. The Customer acknowledges and agrees that the Bank may from time to time deal in the Underlying in respect of any Linked Deposit placed by the Customer or enter into derivative transactions related to such Underlying with other persons (including any member of the CCB Group). The Customer understands and agrees that the obligations owed by the Bank under any Linked Deposit are not in any way connected with or related to those other transactions.
- 11.19 Limitation of Liability. In the absence of wilful misconduct or gross negligence on the part of the Bank, its officers or employees, the Bank shall not be liable to the Customer for any failure or delay in the delivery of any Underlying to the Customer under any Linked Deposit arising out of the closure of the relevant market on which the Underlying is traded, the suspension of the related clearance or settlement system and any other reason beyond the reasonable control of the Bank which renders such delivery impossible or illegal.
- 11.20 Additional Customer's Representations and Warranties. In addition and without prejudice to Clause 2.4 (*Customer's Representations and Warranties*) of Part A, the Customer acknowledges, agrees and that:
- (a) The Bank does not act as investment adviser or as any other adviser to the Customer in relation to any Linked Deposit and the Bank has not made, and will not be deemed to have made, any representations or recommendations whatsoever and howsoever to the Customer in respect of any Linked Deposit.
 - (b) The Customer is not relying on any communication (whether written or oral) of the Bank as investment advice or as recommendation to place any Linked Deposit, it being understood that any information and explanation relating to any Linked Deposit shall not be considered investment advice or recommendation to place the relevant Linked Deposit.
 - (c) Unless the Customer has notified the Bank otherwise in writing, the Customer is acting as principal for its own account. The Customer has evaluated for itself and/or relied on the advice of such independent third party advisers as it has deemed appropriate regarding the risks of placing any Linked Deposit and any legal, regulatory, tax, accounting and economic consequences resulting therefrom.
 - (d) The Customer has reviewed and will review carefully its specific financial needs and investment objectives before placing any Linked Deposit, and the Customer has made and will make its own independent decision as to the legality, suitability and appropriateness of the Linked Deposit based upon its own judgment and upon advice from such independent third party advisers as it has deemed appropriate.
- 11.21 Recording. Without prejudice to Clause 14.3 (*Recording of Instructions/ Communications*) of Part A, the Customer acknowledges that any verbal communications between the Customer and the Bank and the Customer's instructions may be recorded and that the recording will, to the extent permitted by law, be conclusive evidence of the contents and nature of the relevant communications and Customer's instructions.
- 11.22 Risk Disclosure Statements. The Customer has read, fully understands and agrees to the following risk disclosure statements:
- (a) **Not a Time Deposit nor Conventional Deposit. Linked Deposit is not a conventional deposit and carries risks not normally associated with ordinary bank deposits. Linked**

Deposit is speculative in nature and is not appropriate for the Customer if the Customer is not willing nor able to accept the risk of adverse movement in the market value of the Underlying. Linked Deposit is generally not a suitable substitute for ordinary savings or time deposits. The Customer acknowledges and agrees that a Linked Deposit is not a protected deposit under the Deposit Protection Scheme in Hong Kong.

- (b) **Linked Deposit involves Derivatives.** Linked Deposit is a structured product involving derivatives. The return on a Linked Deposit will be dependent, to at least some extent, on movements in the value of the Underlying. It also grants to the Bank the right, but not the obligation, to repay the cash return of the deposit at its Maturity Date by delivering specific quantity of the relevant Underlying if certain conditions are fulfilled. Before deciding to place a Linked Deposit, the Customer should make sure that it is familiar with the relevant Underlying and that it understands the effect that movements in the value of that Underlying will have on the return on the Linked Deposit. Past performance of the value of the Underlying is not necessarily a guide to its future performance.
- (c) **Substantial Downside Risk.** The market value of the Underlying as may be delivered to the Customer in accordance with the terms of a Linked Deposit is likely to be less than the Deposit Amount of the relevant Linked Deposit deposited. In extreme cases, the market value of the Underlying can become valueless. This may result in the loss of a significant part or, in extreme cases, the entire principal amount deposited.
- (d) **Not All Linked Deposits Are Principal Protected.** Where a Linked Deposit is described as “principal protected”, it means that only the interest or yield on the deposit may be affected by movements in the value of the Underlying and that the principal amount deposited will be repayable in full at the end of the deposit period. Subject to the next sentence, the total return on a principal protected Linked Deposit cannot be negative (when measured in terms of the currency of the original deposit), but may be zero or significantly less than the return which might be obtained on a normal time deposit in the event of an adverse movement in the value of the Underlying. Where a principal protected Linked Deposit is repaid prior to its Maturity Date, the adjustment made by reason of early repayment may result in a negative return. Where a Linked Deposit is not “principal protected”, the principal amount of the deposit itself will be subject to variation by reference to the value of the Underlying (or, in the case of some Linked Deposits, may be repaid in a different currency). The total return on a non-principal protected deposit may be negative, and, depending on the particular terms of a Linked Deposit, the combined value of the principal repayable on maturity and interest may be completely lost or may be significantly less than the value deposited.
- (e) **Potential Return Is Capped.** The potential maximum return of a Linked Deposit is capped at the Customer's predetermined interest amount even if the Customer's view of the market movement of the Underlying is correct.
- (f) **No Early Withdrawal.** Linked Deposits cannot generally be cancelled or withdrawn prior to the Maturity Date without the consent of the Bank. If the Bank does consent to an early withdrawal, it will generally be a condition of such consent that the amount of any cost or loss suffered by the Bank by reason of early withdrawal is deducted

from the deposit. Such costs and losses may include the cost of unwinding a hedging position taken by the Bank to cover the deposit, and may result in a lower rate of return than might be expected, or even a negative rate of return.

11.23 **Currency Linked Deposit.** The following provisions shall apply to currency Linked Deposits:

- (a) **Adjustment.** Without limitation to the Bank's general right of adjustment, the circumstances in which the Bank may make adjustment to the terms of any currency Linked Deposit include where: (i) there is a revaluation of any of such currency or currencies; (ii) any of such currency or currencies is replaced by another currency as the lawful currency of the relevant jurisdiction.
- (b) **Early Termination by the Bank.** Without limitation to any right of the Bank to make adjustment or to terminate a Linked Deposit, the Bank may at any time terminate a currency Linked Deposit and return the Deposit Amount (less any reasonable costs and expenses incurred) and accrued, unpaid interest, prior to the scheduled Maturity Date to the Customer if any of the following occur: (i) restrictions on convertibility and transferability are applied to the currency of that Linked Deposit; (ii) the currency of that Linked Deposit ceases to be the official currency of its issuing nation; (iii) if the Bank determines in good faith that the performance of the Bank's obligations under the Applicable Terms and Conditions has or will become in circumstances beyond the Bank's reasonable control, impossible, unlawful, illegal or otherwise prohibited as a result of compliance with any applicable present or future law, rule, regulation, judgment, order or directive of any government, administrative, legislative or judicial authority; or (iv) any actual or proposed event that may reasonably, in the Bank's opinion, be expected to lead to any of the events in paragraphs (i) to (iii) above occurring.
- (c) **Additional Risk Disclosure Statements.** The Customer fully understands and agrees that the return in relation to a currency Linked Deposit will depend on the exchange rate movements of the relevant currencies prevailing at the Fixing Date or such fixing time and dates as specified in the Confirmation. The exchange rate of such currencies may go up and down during such period and this will affect the return of the Linked Deposit.

In addition, currency exchange rates are affected by a wide range of factors, including national and international financial and economic conditions and political and natural events. The effect of normal market forces may at times be countered by intervention by central banks or other bodies. Exchange controls or other monetary measures may also be imposed by a government, sometimes with little or no warning. Such measures may have a significant effect on the convertibility or transferability of a currency and may have unexpected consequence for a currency Linked Deposit.

The value of the currencies delivered to the Customer can and does fluctuate, and any individual currency may experience upward and downward movements, and may even become valueless. There is an inherent risk that losses may be incurred rather than profit made as a result of trading in currencies or placing any Linked Deposit.

11.24 **Interest Rate Linked Deposit.** The following provisions shall apply to interest rate Linked Deposits:

- (a) **Determination of Rates.** Where any interest rate on an interest rate Linked Deposit is calculated by reference to HIBOR, LIBOR or other reference rate (as such terms may be defined in the Confirmation) and the rate is not available for whatever reasons, it will be conclusively determined by the Bank in good faith and in a commercially reasonable manner.
- (b) **Additional Risk Disclosure Statements.** The Customer fully understands and agrees that the return in relation to an interest rate Linked Deposit will depend on the interest rate movements of the relevant currencies prevailing at the Fixing Date or such fixing time and dates as specified in the Confirmation. The interest rate may go up and down during such period and this will affect the return of the Linked Deposit.

12. Specific Terms and Conditions for Online Enterprise Banking Services

The additional provisions set out in this section 12 of Part B of the Master TC will apply if a Customer requests internet banking services.

- 12.1 **Introduction.** The Customer wishes to use the Online Enterprise Banking Services provided by the Bank and the Bank is willing to make the Service available to the Customer, subject to the terms and conditions contained or referred to in this Agreement.

The Customer will, through its Authorised Representative, access the Online Enterprise Banking Services through the Website.

The Customer must fill out and sign the Account Application Form/Account Maintenance Form and the CCBA Online Enterprise Banking Services Maintenance Form (or any other form as required by the Bank), before it can commence using the Services. By signing these documents, the Customer agrees to be bound by the terms of this Agreement.

- 12.2 **Definitions.** In this Specific TC, unless the context otherwise requires:

“Account Application Form” refers to the form in which the Customer provides the Bank with its Customer information, and nominates more specifically, that it wants to access the Online Enterprise Banking Services.

“Account Maintenance Form” refers to the supplemental form in which the Customer provides the Bank with its Customer information, and nominates more specifically, that it wants to access the Online Enterprise Banking Services.

“Agreement” means these Specific Terms and Conditions for Online Enterprise Banking Services together with the CCBA Online Enterprise Banking Services Maintenance Form, the Account Application Form and/or Account Maintenance Form and all other terms and conditions applicable from time to time including those set out on the Website.

“Authorised Representative” means the individual(s) authorised by the Customer via the CCBA Online Enterprise Banking Services Maintenance Form as described below at Clause 12.10 (*Appointment of Authorised Representative(s)*) of this Part B from time to time to use the Online Enterprise Banking Services.

“Authoriser” refers to the individual(s) nominated by the Master via the Account Application Form and/or CCBA Online Enterprise Banking Services Maintenance Form (or any other form as required by the Bank) to do all the things as described below at Clause 12.10 (*Appointment of Authorised Representative(s)*) of this Part B.

“CCBA Online Enterprise Banking Services Maintenance Form” means an application form provided by the Customer to the Bank in a form prescribed by the Bank from time to time, for the purpose of applying for and/or amending access to the Online Enterprise Banking Services. The Customer must set out the individual(s) it designates as

its Authorised Representative(s), who have the authority to act on its behalf via the Online Enterprise Banking Services.

“Customer Number” means the unique user short name designated by the Bank for the Customer to access the Online Enterprise Banking Services.

“Maker” refers to the individual(s) nominated by the Master via the Account Application Form and/or CCBA Online Enterprise Banking Services Maintenance Form (or any other form as required by the Bank) and/or Corporate Internet Banking system directly to do all the things as described below at Clause 12.10 (*Appointment of Authorised Representative(s)*) of this Part B.

“Master” refers to the individual(s) nominated by the Customer via the Account Application Form or CCBA Online Enterprise Banking Services Maintenance Form (or any other form as required by the Bank) to do all the things as described below at Clause 12.10 (*Appointment of Authorised Representative(s)*) of this Part B.

“Online Enterprise Banking Services” or **“Service”** means any banking product or service provided by the Bank to the Customer as described below at Clause 12.3 (*Services Available*) of this Part B.

“Password” means any confidential password, phrase, code or number or any other identification whether issued to the Customer by the Bank or adopted by the Customer (including any Security Code) which is used to access the Online Enterprise Banking Services.

“Security Code” means the one-time Password generated by the Security Device for use by the Authorised Representative to access the Online Enterprise Banking Services.

“Security Device” means an electronic device designated and provided by the Bank for use by each Authorised Representative to generate the Security Code to access the Online Enterprise Banking Services.

“Transaction Limit” means any limit on any Online Enterprise Banking Services imposed by the Bank from time to time generally or upon any specific Customer, or subject to this foregoing limit, any limit on any Online Enterprise Banking Services imposed by the Customer in the CCBA Online Enterprise Banking Services Maintenance Form(s) from time to time. In respect of the limit imposed by the Bank, the Bank may add or remove any limits and/or vary the amount of any limit at any time.

“User Name” means the user short name used by an Authorised Representative, that is, a Master, an Authoriser or a Maker (as the case may be) to access the Online Enterprise Banking Services as described further in Clause 12.6 (*Authority to carry out instructions*) of this Part B. Once such a User Name has been nominated by the Authorised Representative on the Account Application Form, such User Name cannot be changed.

“User Guide” means the guidelines which specify how the Service should be operated, provided by the Bank to the Customer, and updated from time to time.

“Website” means www.asia.ccb.com or any other website which the Bank may advise the Customer of from time to time.

- 12.3 **Services available.** The Online Enterprise Banking Services enables the Customer to:

- (a) give the Bank instructions online;
- (b) make enquiries in relation to the Customer’s account balance and transaction history, deposit rates and exchange rates;
- (c) instruct the Bank to execute local transfers (inter-company) and overseas remittances;

- (d) enter into new time deposits and/or set-up or change time deposit maturity instructions;
- (e) enter into foreign exchange transactions;
- (f) order cheque books and request interim/historical statements for any such account(s) with any branch(es) of the Bank as specified in the CCBA Online Enterprise Banking Services Maintenance Form; and
- (g) receive messages from the Bank online.
- 12.4 The Customer and each of its Authorised Representatives must at all times comply with the terms of this Agreement and exercise good faith and due diligence, when using the Services. If the Bank is of the opinion that the Customer or any of its Authorised Representatives has breached any of the terms of this Agreement, it has the right, without further notice, to suspend or terminate the use of Online Enterprise Banking Services by the Customer or any of its Authorised Representatives.
- 12.5 Amendments. The Bank may amend the terms of this Agreement from time to time. The Bank will notify the Customer of any amendments to this Agreement by posting a notice on its Website or sending a message to the Customer via the Online Enterprise Banking Services. The Bank will give the Customer at least 30 days' notice before any change takes effect, except where notice has to be shorter due to a need to protect the Bank's security or because of any other reason beyond the Bank's control. The continued use of the Online Enterprise Banking Services, following the Customer's receipt of an amendment notice will be deemed by the Bank as acceptance of the new terms to the Agreement. The Customer can terminate the Agreement at any time – for more details please refer to Clause 12.26 (*Termination*) of this Part B.
- 12.6 Authority to carry out instructions. The Customer agrees that the Bank can rely on the Customer's use of their User Name, Customer Number, Password and Security Code as identification of them and there is no need for the Bank to verify that these instructions have come from the Customer, or to obtain any further written or verbal confirmation. This is the case, even where it is found that instructions did not come from the Customer or in fact conflict with any previous instructions or mandates given by the Customer.
- Each of the Authorised Representative(s), that is, the Master(s) and Authoriser(s) and Maker(s) will have a unique User Name, so that the Bank may identify which individual has accessed the Service and authorised the particular transaction. Each User Name must be set to comprise a combination of numbers and/or letters in accordance with the criteria prescribed by the Bank from time to time. A User Name cannot be changed once it has been nominated on the Account Application Form unless otherwise agreed between the Customer and the Bank in writing. Each User Name is case sensitive.
- This Clause is subject to Clauses 12.11 and 12.21 (*Unauthorised instructions*) of this Part B.
- 12.7 The Customer agrees that where they give instructions through the Online Enterprise Banking Services, these instructions will not be deemed to be executed until the Customer receives a confirmation from the Bank that the instructions have been received or executed. Certain instructions may only be processed during normal banking hours, and there may be a delay in execution if instructions are placed outside of these hours. Where certain instructions require supporting documents in order to be processed, these instructions will not be processed until the Bank receives these supporting documents in such form as required by the Bank. Any instruction given by the Customer or an Authorised Representative cannot be cancelled, varied or withdrawn, once received by the Bank. However, the Bank may, in its absolute discretion, allow the cancellation, variation or withdrawal of instructions in exceptional circumstances, but the Bank is not liable for any failure to cancel, vary or withdraw these instructions if such instructions are received at such a time where the Bank is unable to comply with such a request. The
- Customer will be responsible for any costs the Bank incurs in cancelling, varying or withdrawing these instructions.
- 12.8 Where the Bank receives instructions from the Customer, it may in its absolute discretion, without liability, refuse to act or delay in acting on these instructions if:
- (a) the request or instruction exceeds the applicable Transaction Limit;
- (b) any officer of the Bank with respect to Online Enterprise Banking Services knows or suspects that there has been a breach of security in relation to the Customer's Account(s) or the Online Enterprise Banking Services generally; or
- (c) the Agreement has been terminated in accordance with Clause 12.26 (*Termination*) of this Part B.
- 12.9 If the Bank does not act on the Customer's instructions or delays in doing so, it will endeavour to notify the Customer of this as soon as reasonably possible.
- 12.10 Appointment of Authorised Representative(s). The Customer will nominate the individual(s) it authorises to act as its Authorised Representative(s) in relation to the Online Enterprise Banking Services. The Customer must fill out the Account Application Form and/or CCBA Online Enterprise Banking Services Maintenance Form (or any other form as required by the Bank), which is available at any of the Bank's branches or from any of the Bank's relationship managers. All Authorised Representatives must comply with the terms of this Agreement and the Master TC, as well as the Bank's requirements in relation to customer identification.
- Each Authorised Representative will be assigned a specific authority level in which they may act for each of the nominated accounts linked to the Online Enterprise Banking Services as follows:
- (a) Master: where an Authorised Representative is designated as a Master, they are able to view and authorise transactions through the Online Enterprise Banking Services after the Maker(s) input/prepare/initiate the relevant transaction(s) in the Online Enterprise Banking system. The Master can also add individuals as Maker(s), modify or remove Maker(s) and also modify the non-transaction related contact details of Master(s), Authoriser(s) and Maker(s) via the Website. The Master can also assign the level of access for Authorisers and/or Makers and/or change the Transaction Limit (including the Transaction Limit for Authorisers and/or Makers) on behalf of the Customer.
- Where there is more than one Master nominated by the Customer, the Customer must specify on the Account Application Form and/or CCBA Online Enterprise Banking Services Maintenance Form (or any other form as required by the Bank) whether the relevant Master has the authority to act alone or must act jointly with a second Master;
- (b) Authoriser: where an Authorised Representative is designated as an Authoriser, they are able to view and authorise transactions through the Online Enterprise Banking Services after the Maker(s) input/prepare/initiate the relevant transaction(s) in the Online Enterprise Banking system, subject to the Transaction Limit applicable to such Authoriser. Any individual(s) nominated by the Customer as a Master can designate other individuals as an Authoriser, through the Account Application Form or the submission of a CCBA Online Enterprise Banking Services Maintenance Form (or any other form as required by the Bank) to the Bank.
- (c) Maker: where an individual is designated as a Maker, they are able to view, input, prepare and initiate transactions through the Online Enterprise Banking system. Any

individual(s) nominated by the Customer as a Master can designate other individuals as a Maker, through the Account Application Form or the submission of an CCBA Online Enterprise Banking Services Maintenance Form (or any other form as required by the Bank) to the Bank or via the Online Enterprise Banking system directly.

The assignment of these specific authority levels is subject to approval by the Bank. Any individual(s) designated as a Master or Authoriser must also be an authorised signatory for that account linked to the Online Enterprise Banking Services. Where a Customer has nominated that all accounts will be linked to the Online Enterprise Banking Services, it must ensure that all Masters and Authorisers are authorised signatories for these accounts and all necessary corporate approvals of the Customer have been put in place and provided in such form(s) as required by the Bank. These Authorised Representatives will be subject to the Transaction Limit imposed on the Customer for the relevant account(s). For the avoidance of doubt, the specific authority level designated to any Authorised Representative applies only to the Online Enterprise Banking Services, and will not extend beyond this to any transactions entered into by the Customer with the Bank.

In addition, an SMS alert will be sent to the designated mobile phone number of the Master(s) or Authoriser(s) where this Master(s) or Authoriser(s) is/are the final approver(s) of a defined payment type(s) with payment amount over the Bank's pre-set threshold (but still within the Transaction Limit), or where instructions have been approved by a Master(s) or Authoriser(s). In addition, an SMS alert will be sent to the designated mobile phone number of the Master(s) or Authoriser(s) where a defined payment type(s) are approved to a non-registered beneficiary.

12.11 Unauthorised instructions. Without prejudice to Clause 12.6 (*Authority to carry out instructions*) of this Part B, the Customer will not be liable where their Password or User Name or Customer Number has been used by someone else to access the Online Enterprise Banking Services to give unauthorised instructions, which are purported to come from the Customer, if the following are satisfied:

- (a) the Customer has complied with and followed all security safeguards, as set out in Clauses 12.15 and 12.16 (*Security safeguards*) of this Part B; and
- (b) where the Customer has lost their Password or User Name or Customer Number, or is aware that it has been stolen by another person, they have notified the Bank of this in accordance with Clause 12.16 (*Security safeguards*) of this Part B.

12.12 The Customer is responsible for ensuring that the instructions provided to the Bank via the Online Enterprise Banking Services are accurate and complete. The Bank is not obliged to verify the accuracy, adequacy or completeness of any instructions the Customer provides.

However, the Customer will be liable for all losses resulting from any unauthorised instructions, if it has acted fraudulently, with negligence, or there has been any breach of security or notification obligations under Clause 12.16 (*Security safeguards*) of this Part B.

A Customer must check all their bank statements and notify the Bank within 90 days of receipt of any bank statement of any errors or unauthorised transactions.

12.13 Service operating times. The Bank's service policy is to have the Online Enterprise Banking Services available for use at all times. However, some functions on the Online Enterprise Banking Services may not be available outside of business hours and the Customer will be notified of these service outages on the Website. The Bank may also periodically suspend the Online Enterprise Banking Services,

where it suspects that there have been any security breaches, for routine or emergency maintenance checks or where the Bank is required to do so by law. The Bank will endeavour to notify the Customer on its Website prior to any such service interruption or suspension, unless where it is not practicable to provide such prior notice.

The Customer may be locked out from accessing the Service for security reasons if:

- (a) the Customer does not activate their Online Enterprise Banking Services account after 60 days of receipt of the Security Device from the Bank or such other period as prescribed by the Bank; or
- (b) the Service is not accessed or used for a continuous period of 1 year.

The Customer must contact the Bank to re-activate their account.

12.14 Confidentiality. The Bank will treat all personal information provided or transmitted by the Customer or its Authorised Representative(s) via the Online Enterprise Banking Services in accordance with its Notice to Customers Relating to the Personal Data (Privacy) Ordinance, as amended and updated from time to time.

12.15 Security safeguards. The Bank will provide the Customer with a User Name and initial Password and Customer Number, once the Customer has been approved to use the Online Enterprise Banking Services. This Password may be subsequently changed by the Customer. Each Authorised Representative of the Customer will also be separately provided with a Security Device, which will generate a Security Code, which is required to log onto the Online Enterprise Banking Services as an additional security measure. An Authorised Representative must acknowledge receipt of the Security Device, and once acknowledgement is received by the Bank, the Online Enterprise Banking Services will be activated for that Authorised Representative. If the Customer has more than one Authorised Representative, each of these individuals will be given a unique User Name, Customer Number, Password and Security Device. The Bank will send the User Name, Customer Number, initial Password and Security Device to the Master, who will be responsible to pass these on to each of the nominated Authoriser(s) and/or Maker(s).

12.16 The Customer and all Authorised Representatives must safeguard their User Names, Customer Number, Passwords and Security Devices. The Customer and its Authorised Representatives must also do the following:

- (a) change their Password on a regular basis and not disclose their Password to any person who is not authorised to have access to the Password, including any member or officer of the Bank;
- (b) never select any Password which has been used before, or which is likely to be guessed by anyone attempting to access the Online Enterprise Banking Services. For example, an individual should not choose a birthday or telephone number as a Password;
- (c) destroy any correspondence from the Bank concerning the Password as soon as possible;
- (d) inform the Bank immediately if the Customer or any Authorised Representative is aware of or suspects that anyone has access to their Password or Security Device. The Service will be suspended immediately until a new Password has been set up;
- (e) never leave the computer terminal or device unattended, once the Customer has logged onto the Online Enterprise Banking Services or allow others to use the computer terminal until the Customer has logged out of the Service;

- (f) do not log in to the Online Enterprise Banking Services on any device connected to a local area network or public terminal, without checking that no-one can observe or copy a Customer's access. This includes being vigilant while logging into the Service via computer terminals available at any of the Bank's branches or other public areas;
- (g) inform the Bank if any Authorised Representative leaves their employment, and revoke their mandate to act on behalf of the Customer. The Customer must ensure that these individuals do not have access to the Service;
- (h) ensure that the computer system used for accessing the Service has the latest security patches and that all reasonably practicable measures are taken to ensure that any computer or device used to access the Service is free from any computer virus or other such malware;
- (i) inform the Bank immediately if a Security Device is not working, or there are any problems with logging onto the Online Enterprise Banking Services; and
- (j) comply with all other security safeguards as set out and updated from time to time on the Website and in the User Guide.
- 12.17 The Customer agrees to keep the Bank indemnified against all actions, proceedings, costs, loss and damages of any kind which the Bank or any other member of the CCB Group may suffer as a result of the Customer's failure to comply with duties under Clause 12.16 (*Security safeguards*) of this Part B.
- 12.18 Fees and charges. The Customer agrees to pay all fees and charges (if any) associated with using the Online Enterprise Banking Services. These fees and charges are set out in full on the Website and, in addition to these fees (if any), we may also charge fees for our other products and services. The Customer authorises the Bank to deduct any fees from your account(s) for using the Online Enterprise Banking Services.
- 12.19 Amendments to this Agreement. This Agreement may be amended at any time, or the Bank may introduce additional terms and conditions to this Agreement from time to time. The revised Agreement will become effective upon the Bank giving notice to the Customer, including posting the new Agreement on the Website or displaying the new terms and conditions in the Bank's branches (as appropriate) and if the Customer continues using the Online Enterprise Banking Services.
- 12.20 The Bank's liability. Without prejudice to Clause 7.1 (*General Exclusion of Liability*) of Part A and subject to Clause 12.21 (*The Bank's liability*) of this Part B, the Bank will only be liable where the Customer has suffered direct losses from its use of the Online Enterprise Banking Services and such losses are attributable to the gross negligence or wilful misconduct of the Bank.
- 12.21 The Bank will not be liable to the Customer for any loss or damages from the Customer's use of the Online Enterprise Banking Services in the following instances (this list is not exhaustive):
- (a) any interruption, delay, suspension, interception, loss or other failure in the Bank providing the Service, in transmitting any instructions or information via the Service, which are beyond the reasonable control of the Bank, including, without limitation, failures of communication networks, systems, any act or omission of third party providers, breakdown of equipment or any government order;
- (b) any instruction which the Bank executes, which has been authenticated as coming from the Customer, but which in fact has come from a third party (see further Clauses 12.6 (*Authority to carry out instructions*) and 12.11 (*Unauthorised instructions*) of this Part B);
- (c) where the Customer fails to carry out any of the responsibilities under Clause 12.16 (*Security safeguards*) of this Part B; and
- (d) any loss of or damage to the Customer's data, software, computer, computer networks, telecommunications or other equipment caused by the Customer's use of the Online Enterprise Banking Services, unless such loss or damages is directly and solely caused by the Bank's gross negligence or wilful misconduct.
- If the Bank is found liable for any act or omission whatsoever, the Bank's liability will be limited to the amount of the relevant transaction or direct damages (whichever is less). The Bank will not be liable for any indirect, special or consequential loss or damages.
- 12.22 Authority. The Customer agrees to authorise the Bank, from time to time, to act upon written instructions or requests it receives from the Customer, in relation to the Online Enterprise Banking Services, where such written instructions or requests are in the form of a board resolution from the Customer, or any authorised person who has been authorised by the board of directors of the Customer to act on its behalf to provide instructions to the Bank for this purpose. Such written instructions or requests may include (but is not limited to the following):
- (a) adding, removing or replacing any Authorised Representative;
- (b) resetting any Password, for whatever reason;
- (c) any action in relation to the operation of the Online Enterprise Banking Services.
- 12.23 The Bank has the discretion to refuse to act on any of these written instructions or requests. Where the Bank has refused to act, it will notify the Customer of this within 7 days of receipt of the relevant written instruction or request. The Bank is not liable for a failure or delay in acting on a written instruction or request provided under Clause 12.22 (*Authority*) of this Part B.
- 12.24 Product advertisements on the Website. From time to time, the Bank may advertise its own products or services or those of other companies within the CCB Group on the Website through which the Customer and its Authorised Representative(s) access the Online Enterprise Banking Services. If the Customer has requested the Bank not to send any marketing materials to them, this restriction will not apply to the advertisements posted on the Website and the Customer consents to receiving these.
- 12.25 Encryption. The Bank has a very high level of encryption and the use of such levels of encryption may be illegal in jurisdictions outside of Hong Kong. The Customer is responsible for ensuring, if they are outside Hong Kong, that the use of the Online Enterprise Banking Services is permitted by local law and the Bank will not be liable for any loss or damages suffered by the Customer as a result of its not being able to use the Online Enterprise Banking Services in such jurisdictions.
- 12.26 Termination. This Agreement can be terminated by the Customer by giving 7 days' prior written notice to the Bank or any other notice period as agreed between the Bank and the Customer. The Bank may, at any time, without giving any notice or reason, suspend or terminate all or any of the Online Enterprise Banking Services. The terms of this Agreement will continue to bind the Customer after the termination of this Agreement to the extent that they relate to any obligations or liabilities of the Customer which remain to be performed or discharged.
- 12.27 Severability. If the whole or any part of a clause of this Agreement is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction. The remainder of the Agreement has full force and effect and the validity or enforceability of a clause in any other jurisdiction is not affected.

12.28 **Supplementary terms.** Supplementary terms may apply for Customers who use the Online Enterprise Banking Services in certain jurisdictions. For more details on these supplementary terms and which jurisdictions these supplementary terms apply to, please refer to the Website.

12.29 **Indemnity.** Without prejudice to Clause 7.2 (*General Indemnity*) of Part A and to the extent permitted by law, the Customer agrees to indemnify the Bank, its employees or officers and to keep the Bank, its employees or officers indemnified against any claims, actions, proceedings, losses, damages or expenses whatsoever and howsoever caused, brought against the Bank, its employees or officers, except for any direct loss or damages caused by the gross negligence or wilful misconduct on the part of the Bank, its employees or officers, in relation to the provision of the Online Enterprise Banking Services. This includes, but is not limited to instances where the Bank, its employees or officers have acted on the Customer's instructions, the Customer has improperly used the Online Enterprise Banking Services and the Customer has not complied with the terms of this Agreement.

12.30 **Governing law and language.** This Agreement and the Online Enterprise Banking Services is governed by the laws of the Hong Kong Special Administrative Region. The Customer agrees to submit to the exclusive jurisdiction of the Hong Kong courts in relation to any dispute in respect of or arising from this Agreement or the Online Enterprise Banking Services, but this Agreement may be enforced in the courts of any competent jurisdiction.

In the event of any inconsistency between the English version and the Chinese version of this Agreement, the English version of this Agreement will prevail.

13. Specific Terms and Conditions for Global Cash Management Service

The additional provisions set out in this section 13 will apply if a Customer requests global cash management service.

13.1 **Introduction.** The Customer wishes to use the GCM Service provided by the Bank and the Bank is willing to make the GCM Service available to the Customer, subject to the terms and conditions contained or referred to in this Agreement.

The Customer must indicate its preference for using the GCM Service in the Account Application Form or the CCBA Online Enterprise Banking Services Maintenance Form (or any other form as required by the Bank), before it can commence using the GCM Service. By signing these documents, the Customer agrees to be bound by the terms of this Agreement.

Except as expressly provided for in this Agreement, all accounts to which this Agreement applies will be operated in accordance with the Bank's Master TC and the Specific TC for Online Enterprise Banking Services.

13.2 **Definitions.** In this Specific TC, unless the context otherwise requires:

"Accession Agreement" means an agreement in a form prescribed by the Bank from time to time.

"Account Notice" means a notice in a form prescribed by the Bank from time to time.

"Agreement" means the Master TC, the Specific TC for Online Enterprise Banking Services and these Specific Terms and Conditions for Global Cash Management Service, together with the CCBA Online Enterprise Banking Services Maintenance Form, the Account Application Form and/or Account Maintenance Form and all other terms and conditions applicable from time to time including those set out on the Website.

"Cash Sweeping" means a transfer of funds between the Master Account and any Subsidiary Account as described in Clause 13.8 (*Cash sweeping*) of this Part B.

"Cessation Notice" means a notice in a form prescribed by the Bank from time to time.

"Cleared Balance" means, in respect of an account, the debit or credit balance that the Bank has recorded in that account as at the Sweep Time on that day, after having taken into consideration all the transactions executed on that day.

"Currency" means the lawful currency(ies) in which the Master Account and/or Subsidiary Accounts are denominated.

"Currency Notice" means a notice in a form prescribed by the Bank from time to time.

"GCM Service" means the global cash management service provided by the Bank under this Agreement.

"Group" means the Customer, any Subsidiary or Holding Company for the time being of the Customer or any Subsidiary for the time being of a Holding Company of the Customer.

"Master Account" means, in relation to each Currency, the Master account of the Customer with the Bank maintained pursuant to Clause 3.2 (*Instructions*) of Part A.

"Minimum Sweep Amount" means, in respect of a Subsidiary Account: (i) the amount specified by the Bank from time to time; or (ii) zero (if no such amount is specified or if the Bank's systems do not allow for a minimum sweep amount).

"Participant" means each company which becomes a party to this Agreement (excluding the Customer).

"Peg Balance" means, in respect of a Subsidiary Account: (i) the sum specified by the Bank from time to time; or (ii) a balance of zero (if no such amount is specified or the Bank's systems only allow for a balance of zero).

"Subsidiary Account" means, in relation to each Currency, any account of a Participant nominated by that Participant for the GCM Service under an Account Notice or an Accession Agreement with the relevant offices of the Bank with the details specified by the Bank from time to time, and **"Subsidiary Accounts"** means all such accounts of all Participants in relation to a particular Currency.

"Sweep Time" means, in respect of a Subsidiary Account, the time(s) specified by the Bank from time to time or such other time(s) on each Business Day as agreed between the Bank and the Customer to carry out Cash Sweeping as described in Clause 13.8 (*Cash sweeping*) of this Part B.

"Withdrawal Notice" means a notice in a form prescribed by the Bank from time to time.

Capitalised terms not defined in this Specific TC will have the meanings given to them in the Master TC and other applicable Specific TCs.

13.3 **Authorisation by Customer.** The Customer and each Participant will designate in each office of the Bank for each Currency: (i) a Master Account and (ii) Subsidiary Accounts. Each of the Customer and the Participants authorises and instructs the Bank at that office, without reference to or further authority from the Customer or any Participant, to execute the GCM Service according to the terms and conditions in this Agreement.

13.4 **Participants.** If a company within the Group wishes to become a Participant, it must deliver to the Bank an Accession Agreement signed by it and the Customer, together with the documents referred to in the

Accession Agreement. If the Bank consents to such accession, it must countersign the Accession Agreement.

If a company wishes to cease to be a Participant, it must deliver to the Bank a Withdrawal Notice signed by the Participant and the Customer.

13.5 Accounts. If a Participant wishes to add or withdraw an account or accounts to or from the GCM Service, it will deliver to the Bank an Account Notice signed by it and the Customer. If the Bank consents to such addition or withdrawal, it must countersign the Account Notice. Each Participant authorises the Bank to amend the form of the Account Notice from time to time.

13.6 Account currency. If a Participant wishes to add or withdraw a Currency to or from the GCM Service, it must deliver to the Bank a Currency Notice signed by the Participant and the Customer. If the Bank consents to such addition or withdrawal, it must countersign the Currency Notice.

13.7 Notification of account balances. During the term of this Agreement, the Bank will deliver to the Customer, and the Customer will be able to view, the balances in each of the below accounts as at any given time through the Website:

- (a) the balance of each Subsidiary Account;
- (b) the balance of the Master Account; and
- (c) the aggregate balance of the Master Account and all Subsidiary Accounts.

13.8 Cash sweeping. Cash Sweeping will be effected according to this Clause 13.8 such that, following the Sweep Time on each Business Day, each Subsidiary Account, other than the Master Account, must have the Peg Balance.

Each Participant irrevocably instructs the Bank to make the following deemed payments or transfers, each effective as soon as practicable after the Sweep Time on each Business Day, but in every case on the basis that any reference to the Master Account and the Subsidiary Accounts must be read as a reference to those accounts within each office of the Bank specified by the Bank from time to time.

Cash Sweeping will not take place between accounts at different offices of the Bank, but only within those accounts held at each office as if these were separate agreements relating to each such office:

- (a) first, in each office, in respect of each Currency, from each Subsidiary Account to the Master Account for that Currency, the amount (if any) by which the resulting Cleared Balance exceeds the Peg Balance on each such Subsidiary Account; and
- (b) second, in each office, in respect of each Currency, from the Master Account for that Currency to each Subsidiary Account, the amount (if any) by which the Peg Balance exceeds the resulting Cleared Balance on each such Subsidiary Account (and if the Bank is required to make any payment or transfer subject to deduction or withholding on account of tax, the amount to be paid or transferred from the Master Account will be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the aggregate amount received and retained in such Subsidiary Account, free from any liability in respect of any such deduction or withholding, is equal to the amount by which the Peg Balance exceeds the Cleared Balance on such Subsidiary Account),

provided that the Bank is not required to make any such transfer or payment where the amount of transfer or payment would be less than the Minimum Sweep Amount (if any).

13.9 Segregation of currencies. Cash Sweeping only applies within the same Currency and not on a cross Currency basis. Any references in this Agreement to Subsidiary Accounts are treated as references to Subsidiary Accounts denominated in the same Currency, and any references to Participants will, where appropriate, be read as references to the Participants who hold Subsidiary Accounts denominated in a specific segregated Currency.

13.10 Debit balances and credit risk. If any account to which this Agreement applies becomes overdrawn or any agreed overdraft limit is exceeded due to the making of a debit according to the Customer's or a Participant's instruction to the Bank, the Customer or the relevant Participant must transfer to the Bank sufficient funds to bring such account into credit or within the agreed overdraft limit (if any). If the Bank does allow such account to become overdrawn or to exceed an agreed overdraft limit, any resulting debit balance does not constitute the offering of, or increase to, an overdraft facility for that account.

13.11 Tax. If the Bank is required to make any payment on account of tax or otherwise on or in relation to any amount paid, transferred or received, or any amount payable, transferable or receivable, under these terms and conditions, each Participant must promptly indemnify the Bank on demand against such payment or liability, together with any interest, penalty or cost incurred in connection with the payment or liability. The Bank may apply all or part of any balance standing to the credit of a Subsidiary Account of such Participant to discharge any amount payable to the Bank.

The Customer and each Participant must deliver to the Bank, as soon as reasonably practicable, such documents and other information concerning the tax consequences of the GCM Service as the Bank may reasonably require.

The Customer and each Participant will continue to be bound by this Clause after it ceases to be a Participant or the termination of the GCM Service.

13.12 Fees for GCM Service. The Customer will pay to the Bank fees for the GCM Service at such rates as notified by the Bank from time to time, including posting on the Website or displaying at the Bank's branches (as appropriate).

13.13 Security and negative pledge. Each Participant must not create any security over, assign, transfer or otherwise dispose of any of its rights or benefits in respect of any Subsidiary Account or otherwise in relation to the GCM Service. Any purported creation of security, assignment, transfer or other disposal by the Participant will be void and of no effect unless approved by the Bank prior to such creation or purported creation.

13.14 Set-off. The Bank may set off, apply or combine all or any amounts (irrespective of currency) for the time being due from the Bank to a Participant in respect of any credit balance on any Subsidiary Account of that Participant to repay any amount for the time being due to the Bank from that Participant or any other Participant. No consent of the Customer or the Participant is required for this purpose.

13.15 Representations and warranties. The Customer and each Participant represents and warrants that:

- (a) it is duly incorporated or established and validly existing under the laws of its jurisdiction of incorporation or establishment;
- (b) it has full power, capacity, authority and legal right to own its property and assets, to carry on its business and to enter into and engage in the transactions contemplated by this Agreement and all necessary action (including any applicable corporate action) and consents have been taken or obtained to authorise the execution, delivery and performance of this Agreement;

- (c) this Agreement constitutes legal, valid and binding obligations of the Customer and each Participant enforceable in accordance with their terms;
- (d) neither the execution of this Agreement nor the performance by the Customer or any Participant of any of its obligations or the exercise of any of its rights under this Agreement will (i) conflict with or result in a breach of or default under any Applicable Laws, judgment, order, authorisation, agreement or obligation applicable to the Customer or any Participant, (ii) (where applicable) contravene any provision of its constitutional documents or (iii) cause any limitation placed on it or (where applicable) the powers of its directors to be exceeded, or result in the creation of or oblige it to create any security of any of its property or assets;
- (e) the Customer and each Participant are the sole beneficial owners of each respective Account, free from any third party rights, claims or interests and will enter into each transaction as principal and not as holder of a client account, trustee, nominee, agent or otherwise for or on behalf of any other person;
- (f) where the Customer or any Participant holds a client account or otherwise acts for or on behalf of any other person, the Customer or that Participant has implemented reliable know your customer systems to verify such other person's identity and to satisfy itself as to the source of the funds used to open or passing through any account;
- (g) the Customer and each Participant has made its own independent decision, on the basis of its own judgment and such advice from its third party advisers as the Customer and that Participant has deemed appropriate, to enter into this Agreement and each transaction under these terms and as to whether the same is appropriate for the Customer and each Participant and accepts the terms and risks of each such transaction and will not rely on the Bank's advice or recommendation;
- (h) the Customer and each Participant are in compliance with all Applicable Laws at the time of entering into this Agreement and will continue to comply with them during the term of this Agreement; and
- (i) the Customer and each Participant is a member of the Group.
- 13.16 **Group relationship of the Customer and the Participants.** If any Participant intends to cease to be a member of the Group, the Customer will deliver to the Bank a Cessation Notice signed by the Customer as soon as possible (with a copy to the relevant Participant), and in any event, not less than 14 days before the cessation becomes effective.
- If a Participant ceases to be a member of the Group but the Customer fails to give notice as required under this Clause, that Participant will cease to be a Participant immediately upon the Bank giving notice to the Customer by any means prescribed in Clause 14.4 (*Notices*) of Part A that the Bank has become aware of such event. The terms of this Agreement will continue to apply to that Participant until the giving of such notice by the Bank to the Customer.
- 13.17 **Currency conversion.** The Bank may convert any credit or debit balance on any Subsidiary Account or the Master Account from its existing Currency into any other currency as it may think fit in order to exercise its rights under this Agreement. Such conversion will be effected at the Bank's then prevailing spot selling rate of exchange for such other currency against the existing Currency.
- 13.18 **Amendments to this Agreement.** This Agreement may be amended at any time, or the Bank may introduce additional terms and conditions to this Agreement from time to time. The revised Agreement will become effective upon the Bank giving notice to the Customer and the relevant Participant, including posting the new Agreement on the Website or displaying the new terms and conditions in the Bank's branches (as appropriate) and if the Customer or any Participant continues using the GCM Service.
- 13.19 **The Bank's liability.** Without prejudice to Clause 7.1 (*General Exclusion of Liability*) of Part A and subject to (a) to (d) below, the Bank will only be liable where the Customer or any Participant has suffered direct losses from its use of the GCM Service and such losses are attributable to the gross negligence or wilful misconduct of the Bank.
- The Bank will not be liable to the Customer or any Participant for any loss or damages from the Customer's or any Participant's use of the GCM Service in the following instances (this list is not exhaustive):
- (a) any interruption, delay, suspension, interception, loss or other failure in the Bank providing the GCM Service, in transmitting any instructions or information via the GCM Service, which are beyond the reasonable control of the Bank, including, without limitation, failures of communication networks, systems, any act or omission of third party providers, breakdown of equipment or any government order;
- (b) any instruction which the Bank executes, which has been authenticated as coming from the Customer, but which in fact has come from a third party (see further Clauses 12.6 (*Authority to carry instructions*), 12.11 and 12.12 (*Unauthorised instructions*) of this Part B;
- (c) where the Customer fails to carry out any of the responsibilities under Clause 12.16 (*Authority to carry instructions*) of this Part B; and
- (d) any loss of or damage to the Customer's or any Participant's data, software, computer, computer networks, telecommunications or other equipment caused by the Customer's or any Participant's use of the GCM Service, unless such loss or damages is directly and solely caused by the Bank's gross negligence or wilful misconduct.
- If the Bank is found liable for any act or omission whatsoever, the Bank's liability will be limited to the amount of the relevant transaction or direct damages (whichever is less). The Bank will not be liable for any indirect, special or consequential loss or damages.
- 13.20 **Termination.** This Agreement can be terminated by the Customer by giving at least 7 days' prior written notice to the Bank by any means prescribed in Clause 14.4 (*Notices*) of Part A or any other notice period as agreed between the Bank and the Customer. The Bank may, at any time, without giving any notice or reason, suspend or terminate all or any of the GCM Service in relation to a particular Participant. The terms of this Agreement will continue to bind the Customer and each Participant after the termination of this Agreement to the extent that they relate to any obligations or liabilities of the Customer or any Participant which remain to be performed or discharged.
- 13.21 **Severability.** If the whole or any part of a clause of this Agreement is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction. The remainder of the Agreement has full force and effect and the validity or enforceability of a clause in any other jurisdiction is not affected.
- 13.22 **Supplementary terms.** Supplementary terms may apply for Customers who use the GCM Service in certain jurisdictions. For more details on these supplementary terms and which jurisdictions these supplementary terms apply to, please refer to the Website.
- 13.23 **Indemnity.** Without prejudice to Clause 7.2 (*General Indemnity*) of Part A, the Customer shall be jointly and severally liable with each Participant for any liability, indemnity and/or payment obligation of the Customer and/or each Participant. To the extent permitted by law, the Customer and each Participant agrees to indemnify the Bank, its

employees or officers and to keep the Bank, its employees or officers indemnified against any claims, actions, proceedings, losses, damages or expenses whatsoever and howsoever caused, brought against the Bank, its employees or officers, except for any direct loss or damages caused by the gross negligence or wilful misconduct on the part of the Bank, its employees or officers, in relation to the provision of the GCM Service. This includes, but is not limited to, instances where the Bank, its employees or officers have acted on the Customer's or any Participant's instructions, the Customer or any Participant has improperly used the GCM Service and the Customer or any Participant has not complied with the terms of this Agreement.

13.24 **Governing law.** This Agreement is governed by the laws of the Hong Kong Special Administrative Region. The Customer and each Participant agrees to submit to the exclusive jurisdiction of the Hong Kong courts in relation to any dispute in respect of or arising from this Agreement or the GCM Service, but this Agreement may be enforced in the courts of any competent jurisdiction. If the Customer or any Participant is not situated in Hong Kong, the Customer and the relevant Participant will appoint an agent for service of process in Hong Kong for so long as this Agreement remains effective.

13.25 **English and Chinese versions.** In the event of any inconsistency between the English version and the Chinese version of this Agreement, the English version of this Agreement will prevail.

14. Specific Terms and Conditions for E-Cheques

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

14.1 **Definitions.** For the purpose of the e-Cheques Deposit Services, the following terms have the following meanings:

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

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

"Deposit Channel" means any channel offered by the Bank from time to time for presentation of e-Cheques for deposit.

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

"e-Cheques Deposit Services" mean the services offered by the Bank to Customers from time to time for depositing e-Cheques.

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

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

amended from time to time in accordance with the e-Cheque Drop Box Terms.

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

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

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

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

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

14.2 Nature and scope of e-Cheques Deposit Services.

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

(b) e-Cheques Deposit Services allow the Customer and other persons to present e-Cheques (whether payable to the Customer and/or any other holder of the Payee Bank Account) for deposit with the Bank (as Payee Bank), using the e-Cheque Drop Box Service offered by the Clearing House or using the Deposit Channels, in accordance with Clause 14.3 below.

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

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

(i) the service hours of the e-Cheques Deposit Services (including cut-off times for presenting e-Cheques); and

(ii) any fees and charges payable by the Customer for the e-Cheques Deposit Services.

14.3 e-Cheques Deposit Services.

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

(b) e-Cheque Drop Box Service

(i) The e-Cheque Drop Box Service is provided by the Clearing House. The Customer is bound by the e-Cheque Drop Box Terms in relation to the use of the e-Cheque Drop Box Service by the

Customer. The Customer is solely responsible for performing the Customer's obligations under the e-Cheque Drop Box Terms.

- (ii) In order to use the e-Cheque Drop Box Service, the Customer is required by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with one or more Payee Bank Account for presenting e-Cheques. The Customer is allowed by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with a Payee Bank Account that is the Customer's same-name account or an account other than the Customer's same-name account. The Customer is responsible for the presentment of all e-Cheques by the Customer or any other person using the Customer's e-Cheque Drop Box Account (including presentment of any e-Cheques to a Payee Bank Account other than the Customer's same-name account).
- (iii) Any issue relating to the use of the e-Cheque Drop Box Service should be handled in accordance with the e-Cheque Drop Box Terms. The Bank may (but have no obligation to) provide reasonable assistance to the Customer. In particular, the Bank does not have the electronic record or image of any e-Cheque deposited using the e-Cheque Drop Box Service. On the Customer's request, the Bank may (but have no obligation to) provide the date, e-Cheque amount, e-Cheque number, payee name and any other information agreed by the Bank relating to an e-Cheque deposited using the Customer's e-Cheque Drop Box Account.
- (iv) The Bank gives no representation or guarantee, whether express or implied, relating to the availability, quality, timeliness or any other aspect of the e-Cheque Drop Box Service provided by the Clearing House. Unless otherwise stated in the e-Cheque Drop Box Terms, the Customer bears the responsibilities and risks relating to the use of the e-Cheque Drop Box Service. The Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the use of the e-Cheque Drop Box Service.

(c) **Deposit Channels**

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

14.4 Handling of e-Cheques, associated risks and the Bank's liabilities.

- (a) Handling of e-Cheques. The Customer understands that the Bank and other banks have to follow the Industry Rules and Procedures in the handling, processing, presentment, payment, collection, clearance and settlement of e-Cheques payable to the Customer. Accordingly, the Bank is entitled to collect any e-Cheque payable to the Customer by presenting that e-Cheque to the Payer Bank in accordance with the Industry Rules and Procedures even if the Bills of Exchange Ordinance may not expressly provide for presentment of e-Cheques or may specify other manner for presentment of cheques.
- (b) Restriction of the Bank's liability. Without reducing the effect of the provisions of the Master TC:

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

- (ii) in particular and for clarity, the Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the following (or any of them):

- (1) use of the e-Cheque Drop Box Service by the Customer or any other person, or the e-Cheque Drop Box Terms;
- (2) the Customer's failure to comply with the Customer's obligations relating to the e-Cheques Deposit Services;
- (3) presentment of any e-Cheque payable to the Customer in accordance with the Industry Rules and Procedures despite the provisions of the Bills of Exchange Ordinance; and
- (4) any failure or delay in providing the e-Cheques Deposit Services, or any error or disruption relating to the e-Cheques Deposit Services, caused by or attributed to any circumstance beyond the Bank's reasonable control; and

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

(c) Customer's confirmation and indemnity.

- (i) The Customer accepts the restriction of liabilities and disclaimers imposed by the Bank and the Clearing House in relation to the e-Cheques Deposit Services and the services provided by the Clearing House respectively. The Customer accepts and agrees to bear the risks and the liabilities for depositing e-Cheques.

- (ii) Without reducing the effect of any indemnity given by the Customer under the Master TC, any other document forming banking agreement between the Bank and the Customer, or any other rights or remedies that the Bank may have, the Customer will indemnify the Bank and the Bank's officers, employees and agents and hold each of them harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by the Bank or any of them and all actions or proceedings which may be brought by or against the Bank or any of them as a result of or in connection with the Bank's provision of the

e-Cheques Deposit Services or the Customer's use of the e-Cheques Deposit Services.

- (iii) The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from negligence or wilful default of the Bank or that of the Bank's officers, employees or agents.
- (iv) The above indemnity shall continue to have effect after the termination of the e-Cheques Deposit Services.

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中國建設銀行（亞洲）股份有限公司

（根據《銀行業條例》設立的一家持牌銀行以及一家就《證券及期貨條例》項下第一類和第四類受規管活動而言的註冊機構，CE 號：AAC155）

（“銀行”，包含其權利繼承方、受讓方、承讓方以及任何從上述各方獲得權利的人員）

戶口及有關服務的條款和條件（企業客戶）

請仔細閱讀並確保您已經理解此等條款和細則。通過簽署商業賬戶申請書，您將被視為已經閱讀、理解並且接受了此等條款和細則，並將受其約束。

1. 簡介以及申請範圍

1.1 主要條款和細則。除非中國建設銀行（亞洲）股份有限公司（本行和賬戶持有人（“客戶”）另行約定，下列主要的條款和細則（“**本主條款**”）將適用於客戶在本行不時開立的所有賬戶以及本行不時向客戶提供的服務。客戶認可，除不時有效的其它規定、條例或者條款和細則，本主條款將對其適用。本主條款項下的規定不應在任何方面限制本行在其它額外規定、條例或者條款和細則項下的權利、權力和補償且應當獨立於該等權利、權力和補償。若本主條款和其它關於特定賬戶或者服務的規定、條例或者條款和細則相衝突或存有差異，就衝突或差異的事項，除非另行明示，該等其它特定的規定、條例或者條款和細則之效力優先。

1.2 一般和附加特別的條款和細則。本主條款包含：

- (a) 本主條款第 A 部分項下適用於客戶在本行開立的所有賬戶以及本行向客戶提供的所有服務的一般條款和細則（“**一般條款**”）；
- (b) 本主條款第 B 部分項下適用於客戶在本行開立的相關特定賬戶及/或本行向客戶提供的特定服務的其它附加特別條款和細則（“**附加特別條款**”）。

若一般條款和附加特別條款之間存在任何衝突或者差異，就該等衝突或者差異涉及的特定的賬戶和/或服務而言，附加特別條款具優先效力。

第 A 部分：適用於所有賬戶和服務的一般條款和細則

除非另行約定，本主條款第 A 部分項下的一般條款適用於客戶在本行開立的所有賬戶和客戶從本行獲得的所有服務。

1. 定義與釋義

1.1 定義。在本主條款項下，除非上下文另行要求：

“**賬戶**”是指客戶在本行根據本主條款不時開立的任何賬戶；

“**適用法律**”是指香港以及其它相關司法轄區的所有相關或適用的法令、法律和/或法規及包括外國法規定；

“**適用的人民幣操作安排**”是指本行與香港、中國大陸或者其它地區的下列機構之間的關於香港人民幣業務而不時作出的操作安排（1）建設銀行集團的其它成員，（2）其它參與機構，或者（3）清算或結算銀行、機構或系統；

“**適用的人民幣規則**”是指任何規範人民幣賬戶和/或人民幣交易的，由在香港、中國大陸或者其它地區的下列主體頒佈的法律、法規、指令、限令或者類似的規則（無論是否具有法律的效力）：（1）任何相關的政府、政府間或國家間團體、機構、部門；（2）任何規範組織、自律組織，（3）其他權力機構或者組織，（4）清算、結算銀行或機構，或者（5）交易所或者專業團體。

“**被授權人**”是指由客戶通過妥善填寫的授權書或者其它授權形式及方式（根據本行不時要求）授權或者被視為由客戶授權有權操作一個或者多個客戶在本行開立的賬戶和/或接受本行向客戶提供的服務的人；

“**營業日**”是指在香港的銀行的營業日（除星期六、星期天或者公共假期）；

“**建設銀行集團**”是指在香港境內外包含下列機構的集團（1）本行和/或本行的控股公司，（2）本行或本行控股公司的任何附屬公司或者關聯機構，以及（3）本行或本行控股公司的分行、辦事處或單位。

“**客戶**”一詞應被解釋為包含客戶的遺產代理人以及其它權利繼承人、被允許的受讓人 and 承讓方，以及任何從上述各方承繼權利的人，並且，在不限制前款的前提下：

- (a) 若客戶是一家獨資經營商號，應包含業主以及業主的遺產代理人，以及業主或者業主的遺產代理人的業務承繼人及所有的其它權利繼承人，以及從東主或者東主的遺產代理人處獲得任何權利的人；
- (b) 若客戶是一家合夥商行，應包含：（1）客戶在簽訂本主條款之時是公司合夥人的合夥人以及該等合夥人各自的遺產代理人，（2）在客戶簽訂本主條款之後或為公司合夥人的人士及其各自的遺產代理人，以及（3）合夥業務的承繼人，以及所有上述各方的權利繼承人以及從上述各方獲得權利之人（本主條款不因該等合夥關係組成或成員的變化而終止、受損或者受影響）；以及
- (c) 若客戶是一家公司或者法人團體，應包含該公司或者法人團體及該公司或者法人團體的權利繼承人以及從該公司或者法人團體獲得權利的人員；

“**糾紛**”是任何因或就本主條款而產生的糾紛，包括因其存續性、有效性或終止而產生者；

“**歐共體**”是指歐洲經濟與貨幣聯盟；

“**歐元**”以及“**e**”是指歐共體歐元區成員國現行的法定貨幣；

“**海外戶口稅收合規法案（FATCA）**”是指：

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

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

- (a) 外國法律 (包括本行按認為其受約束的外國法律，並包括中國內地的法律及規則)；
- (b) 執行香港在與外國政府 (包括中國政府) 或規管機構的協議下的義務的香港法律；
- (c) 本行與外國政府 (包括中國政府) 或規管機構訂立的協議；或
- (d) 在香港境內或境外的任何法律、規管、政府、稅務或執法團體就第(a)項至(c)項頒佈的指引或準則。

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

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

“**香港**”是指中國的香港特別行政區；

“**港元**”以及“**HK\$**”是指香港的現行法定貨幣；

“**香港金管局**”是指香港金融管理局 (或者任何香港金融管理局的承繼機構或者其他履行或者承擔其職責或基本相當職責的其它代理機構或權力機構)；

“**票據**”是指本行可不時決定的作為付款指令的契據、付款通知、承兌票據、命令、支票或者其他票據；

“**IRS**”指美國國家稅務局 (Internal Revenue Services)；

“**透支額度**”是指本行可根據本主條款第 B 部分第五章 (關於透支額度的附加特別條款和細則) 不時提供給客戶的任何有擔保或者無擔保的透支額度；

“**歐元區成員國**”是指根據歐盟就歐共體有關的法律，使用或已使用歐元作為其法定貨幣的歐盟成員國；

“**密碼**”是指為本行接受的一種或多種可使客戶和被授權人 (若適用) 通過電話 (包括，手機或無線電話)、網絡、電郵或者任何由本行不時規定的一種或者多種渠道進入、使用任何賬戶或服務和/或就任何賬戶或服務發出指令的認證途徑，該等途徑可能包含保密身份信息、數字的和/或字母符號，代碼、短語、代符、電子簽名或者類似的驗證方法 (或者包含任何上述各項的一個序列)，包括：

- (a) 初始密碼以及任何本行向客戶以及被授權人 (若適用) 提供的替代密碼；以及
- (b) 由客戶以及被授權人 (若適用) 設置的後續密碼；

“**中國**”是指中華人民共和國；

“**人民幣**”或者“**RMB**”是指中國現行的法定貨幣；

“**人民幣清算協議**”是指本行為人民幣交易而與相關的清算銀行和/或本地的代理行簽訂的協議；

“**服務**”是指由本行根據本主條款不時自行決定提供給客戶的任何關於銀行業務、投資或者其它的產品和/或服務；

“**香港證監會**”是指香港證券和期貨事務監察委員會 (或者任何香港證券和期貨事務監察委員會的承繼機構或者其他履行或者承擔其職責或基本相當職責的其它代理機構或權力機構)；

“**標準收費表**”是指本行不時公佈的關於賬戶和服務的現行費用和收費的標準；

“**附屬公司**”就任何公司或機構而言，是指由其直接或者間接控制的任何其它公司或者機構，為此目的，“**控制**”是指擁有超過該公司或機構超過百分之五十 (50%) 投票股權的實益所有權 (直接或間接)，或者擁有其它相當的權益，或者擁有通過合同或者其它方式引導該公司或機構的政策和管理的權力；

“**控股公司**”就任何公司或機構而言，是指前述公司或者機構為其附屬公司的公司或機構；以及“**關聯機構**”就任何建設銀行集團的成員而言，是指任何建設銀行集團的其它成員 (單獨或與其它建設銀行集團的成員共同) 在其中直接或者間接擁有超過百分之二十 (20%) 投票股權或者相當權益的公司或機構；

“**TT**”是指電匯；

“**美國**”指美利堅合眾國；及

“**美國**”以及“**US\$**”是指美國現行的法定貨幣。

1.2 **釋義。**在本主條款項下，除非上下文另有要求，任何提述指：

“**包括**”是指“**包括但不限於**” (任何對於“**包括**”的提述以及類似的表述應同樣解釋)；

“**人**”包括任何個人、商號、公司、企業、法人團體、政府、國家、國家代理機構、或者任何聯盟、信托或者合夥 (無論是否具有獨立的法人地位) 或者兩個或者以上的上述主體；

“法規”包括下列主體頒佈的法規、規則、政府指令、要求、法令、行為守則或者指引（無論是否具有法律的效力）：（1）任何政府、政府間、國家間實體、機構、部門，（2）規範組織、自律組織，或者（3）其它權力機關或者機構；以及

對於法律條款的提述應被解釋為對於不時被修改、修訂、替代或者重頒的該等法律條款的提述；對於本主條款以及其它文件的提述應被解釋為對於不時被修改、補充或者更新的本主條款和該等文件的提述；單數的表示都包括其複數，反之亦然；一種性別的表示都包括其它所有性別；任何部分、章節、條款、以及段落的標題僅為方便閱讀而設立，在解釋本主條款之時應被忽略。

1.3 **決定權。** 當本行有權就本主條款項下的任何事宜作出決定或者行使決定權之時，該等權利或者決定權可由本行根據本行按絕對及獨立的方式作出的決定行使。

2. 申請賬戶及服務以及本行與客戶的關係

2.1 **僅商業賬戶。** 為了獲得本行的服務，客戶必須開立一個或者多個賬戶，並且在任何情況下，客戶不得將其開立的個人賬戶用於商業目的。

2.2 **賬戶及服務的申請。** 客戶可以通過根據本主條款向本行發出指令，並同時向本行提供本行可能按本行決定要求的授權書、身份認證文件以及其它文件和信息，申請開立任何賬戶或者服務。客戶承認並同意，在評估任何賬戶和/或服務申請之時，本行將依賴於客戶提供給本行所有信息的準確性和完整性，並且客戶向本行陳述並保證其已提供給本行的信息以及其將不時提供給本行的信息均是真實且準確的。本行可以自行決定拒絕任何關於賬戶或服務的客戶申請，並且不需要給予任何理由。除非本行另行明確同意，本行不會退還因申請賬戶和/或服務而提供給本行的文件。

2.3 **本行與客戶關係。** 本行與在本行開立或維持賬戶的每位賬戶持有人之間的關係基本上是債務人與債權人的關係。但是，根據本行提供的服務，其它類型的關係亦可能出現，例如在保管物品之時，托管人和保管人的關係。

2.4 **客戶的陳述和保證。** 客戶向本行陳述和保證：

- (a) 若適用，其是正式成立或設立並在其成立地或設立地法律項下有效存續；
- (b) 其具有擁有其財產和資產，開展其業務，簽訂及參與本主條款項下的交易的完整的權力、權限、授權和法律權利，並且已經採取或者取得授權其簽訂、交付以及履行本主條款的所有必要的行動（包括任何適用的公司行動）和許可；
- (c) 本主條款對其構成合法、有效及有約束力的義務，並可根據本主條款項下的條款對其執行；
- (d) 其對本主條款的簽署、履行其在本條款項下的義務，或者其行使本條款項下的任何權利均不將：（i）與對其適用的適用法律、判決、命令、授權、協議或者義務衝突或者導致其違犯或者違反該等法律、判決、命令、授

權、協議或者義務，（ii）若適用，違反任何其章程性的文件項下的任何條款，（iii）導致其或者其董事（若適用）超出權力限制；

- (e) 除非其另行書面通知本行，其是每個賬戶的唯一實益所有人，且賬戶上不存在任何第三方的權利、主張或者利益，並且其是代表其自身參與每一項交易的，其不是按照其代持的其它客戶的賬戶的代持人、或者代表其它人行事的信托人、代名人、代理人的身份或者其它身份參與交易的；
- (f) 若其代持一個其它客戶的賬戶或者以其它方式代表任何其它人行事，其已經採取可靠的“了解您的客戶”的方法以認證該等其它人員的身份並確保用於開戶或者過戶的資金來源是可另其滿意的；
- (g) 其是根據其自行判斷或從第三方顧問獲得的意見獨立地作出簽訂本主條款和本主條款項下每一項交易以及本主條款和項下的交易是適合其的決定的，及接納其條款和每一項交易的風險，其不將依賴於本行的意見或建議。

客戶同時向本行陳述及保證，上述陳述和保證在其進行交易的當時都將被重申，並且上述陳述和保證在本主條款終止後仍舊有效。

2.5 **最終受益人。** 本行未被要求識別除客戶之外在任何賬戶之上享有利益的人員。若本行同意按照以客戶的名義開立客戶代其它客戶持有的、信托的、代名的或者其它以類似方式為他人持有的賬戶，客戶：

- (a) 同意本行就該賬戶經客戶發出的票據以及指令，並且除非本行另行書面同意，本行無須從該其它方處取得同意或者審閱與該其它方有關的信托文件；
- (b) 確認其具有簽訂本主條款和其它相關文件、履行其在本主條款項下的義務的完全的權力和授權；
- (c) 除其它方應當承擔的義務外，其接受就賬戶和相關服務其與該其它方（若客戶作為一項信托（“**信托**”）的受信任人，與信托或者任何其它受信任人以及（若該等信托並非不可撤銷的）信托的財產托管人）承擔共同及各別的個人責任；
- (d) 同意就因賬戶以及相關服務所涉及的交易針對本行提起的或者本行產生或承受的任何行動、訴訟、程序、主張、要求、損失、損害、費用以及開支彌償本行；以及
- (e) 同意就客戶在本主條款項下的義務以身為信托的受信任人身份就客戶的權利、財產及業務（不論屬任何類別、所處何地，以及屬現有或日後者）（“**信托財產**”）彌償本行。

2.6 信托。無論本主條款項下的任何其它條款，當客戶作為信托的受託人：

- (a) 該等客戶陳述並承諾：
- (i) 相關信托文書項下的條款（在賬戶申請書、授權書項下列明的，或者另行向本行說明或者提供的）及其履行信托項下的任何義務不會違反任何適用法律；以及
- (ii) 訂立本主條款乃就受益人利益有效行使其在信托文書項下的權力。
- (b) 客戶承認並同意，本行沒有義務：
- (i) 核查客戶是否具有簽訂本條款和其它相關文件或者履行該等文件項下義務的資格或授權；
- (ii) 審閱或者保留信托文書或者信托文書的任何修訂或者替代文本；或者
- (iii) 考慮任何不是本主條款和其它相關文件項下一方的任何人員、實體或者安排。
- (c) 客戶承諾：
- (i) 在賬戶申請書之日的每個周年日（或者在本行要求之時）向本行提供關於信托的現行受託人在當時有效的授權，並且在信托的受託人退休、死亡、破產或者發生其它喪失履行職務能力情形之後的五個營業日內通知本行；以及
- (ii) 不會同意、嘗試或採取任何限制其在信托財產項下彌償權利的步驟。
- (d) 若一個或者多個受託人退休、死亡或者破產，本行將根據本主條款（包括賬戶內的任何貸記餘額）持有客戶交付或轉讓給本行的財產，直至本行認為聲稱對資產有權利或者利益的人員使其滿意的。本行在本段項下持有客戶財產的義務不得影響本行對於該等財產的任何留置權、質押權、押記權、抵銷權、反索權或者其它權利，或者本行對於任何人員（若適用，除已故人員的繼承人）提出的意見按本行自行決定採取的任何步驟。
- (e) 客戶應當為因本行持有上述資產，或者本行對相關人員是否對上述財產享有權利或利益作出決定，而針對本行提出的或者本行可能產生或承受的任何行動、訴訟、程序、主張、要求、損失、損害以及開支費用，彌償本行、其人員、僱員及代理人。
- (f) 客戶承諾在任何時候均應完全、有效地彌償本行、其人員、僱員及代理人因本行不時按照或同意按照信托中非全部受託人發出的指令行事而直接或間接導致的針對本行提出的或本行可能產生或承受的任何行動、程序、

主張、要求、開支、收費、費用及稅務，但是該等損失是由本行的重大疏忽或者故意不當行為導致的除外。

2.7 本行收取的費用、佣金和退款。本行無需記賬或者向客戶披露，即可以任何形式就下列事項向任何交易對方、經紀人、代理人、金融機構、通訊方或者任何建設銀行集團的成員收取、支付或保留收費、費用、佣金、退款或者其他付款或者利益：(i) 任何與客戶之間的交易、貿易或者投資（包括本行就此發起的對沖安排）或者為客戶發起的該等交易、貿易或者投資；或者(ii) 本行向客戶或為客戶提供的賬戶和/或服務（無論客戶作為委託人、受託人、代理人或者其他身份）。

2.8 合法使用。客戶同意並承諾所有的賬戶和服務只用作合法用途。

3. 指令和被授權人

3.1 本行依照指令行事的權利。除本行在本主條款項下的任何其它權利外，就有關賬戶或者服務操作的任何事項，本行應當有權接受並依照任何本行善意地認為是由客戶或者被授權人發出的指令行事。

3.2 指令。任何由客戶或者由其它人代表客戶發出的指令，應當根據授權書或本行不時明確並接受的其它安排發出。客戶應當在其交付給本行的第一份授權書（或賬戶申請書）中指定一個賬戶作為其主賬戶，除非客戶在授權書中另行明確，客戶在同一份授權書項下同時開立的所有其它賬戶的指令應遵照主賬戶的指令。若該等主賬戶在本行向客戶提供賬戶和/或服務的期間關閉，客戶應當指定其它已經存在的賬戶作為其主賬戶。

3.3 指令的方式。指令通常應當以書面方式作出，但是本行可能接受下列指令：

- (a) 不時以口頭形式作出的（無論是否通過電話，包括無線或移動電話）指令；
- (b) 不時以傳真或者類似的方法作出的同時包含客戶或者被授權人授權或者在授權發出該等指令的影印本簽字有關的指令；
- (c) 不時從客戶的下列電郵地址以電郵發出的指令或者按照其它本行可以接受的電子或者其它方式發出的指令：(i) 客戶在賬戶申請書中提供的電郵地址；(ii) 客戶向本行按照本行在賬戶申請書中提供的任何電郵地址或最後一次發送的客戶電郵地址，或者(iii) 客戶向本行按照本行不時以電郵或者其它方式通知給客戶的其他電郵地址，

但是，在任何情況下，客戶都將簽署、提供本行要求的任何授權、彌償和/或其它文件。本行可以針對不同的賬戶和/或服務的要求提供不同方式的指令。本行可以拒絕（無須承擔或產生任何責任）接受未按照該等方式、授權書或者其它安排給出的指令。

3.4 印鑑的使用。若指令是以傳真或者其它類似方式發出，本行自行決定接受客戶或者任何被授權人的印鑑作為客戶或被授權人的簽名，只要該印鑑在表面上與本行檔案中的樣本相似且無論加蓋印鑑之人（是否經過授權）或者印鑑是否由在本行留存樣本的同一

- 印鑑加蓋，本行即有權依賴該等蓋有客戶或者被授權人印鑑的指令，客戶亦應當受到該等指令的約束。客戶承諾在任何時候均將安全地保存每一個印鑑並且在印鑑遺失、被偷竊、損毀或者變更之後立即以書面形式通知本行。在本行收到上述通知前，本行獲賦予權力按最新指示或當時其所保存有關客戶的資訊行事，而客戶應對任何及所有未經授權的人員使用相關賬戶或服務或者為了未經授權的目的而使用相關賬戶或服務的行為負責，除非該等行為是由本行或本行的僱員、代理或者傭工的重大疏忽或者故意不當行為直接導致的。
- 3.5 使用密碼的指令。
- (a) 儘管客戶的授權書或者其他安排項下具有不同的要求，當本行自行決定允許一個客戶或該客戶的被授權人通過密碼使用一個賬戶及/或一項服務之時，就此賬戶發出的任何指令（無論該等指令是否是由客戶或者被授權人（若適用）或者其他聲稱是客戶或者被授權人（若適用）的人員發出的），根據本行的善意理解和行事，均應是不可撤銷的且對客戶是具有約束力的。
- (b) 被授權人或者簽字安排的變更不會影響使用密碼的賬戶和/或服務的運作。
- (c) 除核實密碼外，本行沒有義務核實作出任何指令的人員的身份、授權，或者該等指令的真實性。
- (d) 客戶承諾其將在任何時候確保其及其被授權人（若適用）的密碼的秘密及安全，並且其將遵守本行不時提供的任何使用者指引或者安全指引。
- (e) 若客戶（或者，在適當之時，被授權人）已經意識或者懷疑任何密碼被偷竊、遺失、被透露給未經授權的人員或者以其它方式被盜用，或者對於賬戶或者服務的未經授權的使用正在發生或者已經發生，客戶或者被授權人（若適用）應當立即親身、通過電話或者其他本行不時規定的其它方式通知本行。本行可能要求客戶以書面形式確認口頭或者電話通知，在本行實際收到該等通知前，客戶以及被授權人（若適用）應當對任何及所有未經授權人員使用相關賬戶或服務或者為了未經授權的目的而使用相關賬戶或服務的任何及所有行為負責。
- 3.6 不得撤銷或修改。 一旦由本行收到的指令即不可在未經本行事先書面同意前取消、撤銷或者修改。
- 3.7 指令的核實和確認。
- (a) 本行沒有義務核實任何發出指令的人員的身份、授權或者指令的真實性。但是本行有權在執行一項指令之前核實該指令。該等核實的方式可能包括通過致電客戶和/或被授權人核實。
- (b) 當指令不是以書面形式作出之時，本行可以（但是無義務）要求該等指令被以書面形式確認。雖有上述規定，本行可以（但是無義務）在其收到書面確認前依照口頭指令行事，即使書面確認最終未被本行收到，本行亦不就依照口頭指令行事承擔或者產生任何責任。
- 3.8 衝突的指令。 若本行收到模糊的、衝突的和/或表面上未經授權的指令，本行可以（不承擔或產生任何義務）拒絕按照該等指令行事直至其收到關於該等指令另具滿意的確認。
- 3.9 本行拒絕行事的權利。
- (a) 本行有權按照其常規的經營慣例和程序行事，並且本行僅接受可據其實際、合理（按照本行的觀點）行事的指令。本行保留對其將要接受的任何指令提出（且不承擔或者產生任何義務）接受指令的前提條件的權利，或者根據其視為合適的理由拒絕依照特定指令行事。
- (b) 若在相關賬戶內無足以支付指令產生的付款、費用或開支的充足資金、資產或者提前安排的信貸額度（若適用），特別是，本行有權拒絕或者延遲按照任何指令行事。
- (c) 儘管存在上述條款，本行可以（但是沒有義務）在沒有充足的資金、財產或者提前安排的信貸額度（若適用）的情況下，依照任何指令行事，但是客戶應當在向其發出事先通知後，立即應要求償還由此導致的透支或欠款以及所有按照本行決定的費率收取的利息、費用及收費。本行為任何最終因缺少資金、資產或者提前安排的信貸額度而未能執行的指令而發出了任何指令或訂立了任何交易，本行可以（但是無義務）在任何時間按照其自行決定，發出其它指令或者訂立其它交易以抵銷上述已經發出的指令和已經訂立的交易。所有產生的損失（本行的工作人員就損失和損失金額發出的證書為定論）均應由客戶承擔，但是，所有產生的獲益應歸本行所有。
- 3.10 遵守清算和其它系統的規則。 本行有權參與任何規範本行和/或證券經營行為的組織，以及為銀行和/或者證券提供中央清算、結算和類似安排的系統，並遵守該等組織和系統的規則和規管，但是在任何情況下，本行不對該等組織或系統的運營方或管理方的任何行為或疏忽負責。
- 3.11 被授權人。 客戶可以就賬戶和/或本行提供的服務聘用一個或者多個被授權人。客戶應當向本行提供關於該等被授權人以及該等被授權人變更的書面指令，並同時提供該等被授權人的簽字樣本以及本行可能不時要求的關於該等被授權人的其它細節和信息。所有客戶或者任何被授權人根據相關的授權書和/或其它授權表簽署或者被視為由客戶或被授權人簽署的指令、票據和其它文件應對於客戶具有約束力，並且可被本行依賴（無需承擔或產生任何義務），但是本行或者本行的任何僱員、代理或者傭工存在重大疏忽或故意不當行為的情況除外。
- 3.12 被授權人授權存在。 在本行收到關於特定被授權人的授權被撤銷、修改或者變更（無論是客戶作出的，或者是因為被授權人破產、清算、死亡、心智無行為能力或者其他法律能力不健全或者其他任何原因導致的）的書面通知前，本行可以視一個被授權人的授權存在，並且該被授權人的授權對於客戶是有約束力的。客戶同意，本行無義務確認或者詢問任何被授權人操作任何客戶賬戶和/或服務的目的，但是被授權人不應擁有修改關於相關賬戶和/或服務的授權書和/或授權表或/或簽字安排的授權。

3.13 被授權人為自身利益發出的指令。客戶確認，一個被授權人可以在某種情況下，為其自用和自身利益發出從賬戶內提取資金和/或轉讓資金的指令。客戶授權本行根據本主條款執行該等指令，並且同意本行無義務核實任何該等指令的正當性或者完整性。

3.14 變更信息處理。在本行處理完畢客戶通知本行的客戶地址或者任何其它客戶信息變更（包括簽字、被授權人、被授權的簽字方式、密碼或者其它信息）前，客戶授權本行按照在上述變更通知前客戶給與本行的授權書繼續處理客戶的指令，或者繼續向客戶的賬戶郵寄地址和/或任何關於賬戶而由客戶提供給本行的授權書或者指令項下提供的地址寄送對賬單。

3.15 安全責任。客戶應盡其合理義務注意、採取合理的預防措施並建立充分的控制和安全措施以預防關於賬戶或服務的欺詐、偽造或者其它未經授權的使用。客戶必須有意識到任何實際的或者可疑的欺詐、偽造或者其它未經授權的使用（包括任何密碼的遺失、被偷竊或者被盜用）之時立即通知本行。本行不為該等欺詐、偽造或者其它未經授權的使用而導致的任何結果而對客戶或者任何第三方承擔責任，但是本行或者本行僱員的重大疏忽或者故意不當行為直接導致的直接損失除外。

4. 包含超過一個人的客戶

4.1 若客戶包含超過一個人：

(a) 對於客戶的提述是指且包含在本主協議項下有義務的每一個人，並且在上下文允許之時，該等人員中的一個或者多個；

(b) 客戶在本主條款項下明確或者隱含表達的所有陳述、保證、承諾、同意和義務，除非上下文另行要求，應被視為由組成該客戶的人員單獨且共同地作出、提供或承擔，並且在不影響上述的前提下，本行有權行使其在第A部分第9.1條（*合併和抵銷*）項下的權利使用客戶任何賬戶內的貸記餘額以滿足任何一個或多個組成該客戶的人員欠本行的債務和/或責任；

(c) 任何由本行向組成客戶的任何人發出的任何通知或通訊應被視為已被發送給組成賬戶的所有人，並且由組成客戶的任何人士向本行發出的任何通知或通訊應被視為由組成客戶的每個人發出；

(d) 組成客戶的每個人都應視為受到主條款的約束，儘管因為任何原因他們中有其它應當受到約束卻未受到約束的人，或者本主條款對於他們當中的其它人變得無效或者不可執行；

(e) 本行有權就任何事宜單獨與組成客戶的任何人交易，包括下列事項（i）解除或免除任何程度的債務，（ii）給與任何時間、時限的寬限，和/或（iii）達成任何妥協或者其它安排，並且在任何情況下，上述交易均不得影響任何組成客戶的其它人對本行承擔的義務或者本行對於該等其它人的權利、權力和/或補償；

(f) 組成客戶的任何人就組成客戶所有人聯名持有的賬戶而接受的本行提供任何服務的條款和細則的接受應被視為

被組成客戶的所有人的接受並對它們中的每個人均具有約束力；

(g) 當該等組成賬戶的任何人被授權單獨操作賬戶之時，本行被授權，無論相關賬戶是否有餘額或者被透支，接受並遵守組成客戶的任何人簽署、蓋章和/或加載的所有票據、指令、指示或者收據；

(h) 若本行在按照組成客戶的任何人發出一項指令、指示或者收據行事前從組成客戶的其它人那裏收到了衝突的或者不一致的指令，本行可以（無需承擔或產生任何義務）要求組成客戶的所有人提供令本行滿意的關於該等指令的確認，並且在其收到該等確認前，拒絕按照該等指令行事；

(i) 儘管有上述規定，除非本行另行書面同意，就下列事項，均需要組成客戶的所有人的簽字：

(i) 關閉它們聯名開立的任何賬戶；和/或

(ii) 修改或者另行變更任何該等賬戶的簽字安排；

(j) 在本行收到關於組成客戶的任何人死亡、破產、清算或者存在其它喪失履行職務能力的書面通知之後，為該等人員聯名持有的賬戶的運作而發出的自動處置指令或者持續指令將停止有效。

5. 存款、提款、托收及付款服務

5.1 最低餘額要求等。本行保留下列權利：

(a) 就賬戶的開立、運作和/或關閉設定最低或最高金額或餘額的限額，包括對於生息賬戶內餘額支付利息的賬戶最低餘額要求；

(b) 決定任何外匯賬戶的計價貨幣以及從任何該等賬戶支付和/或收取款項的方式；

(c) 決定定期存款的存儲時間段；

(d) 指定以及變更任何賬戶的賬號。

若一個賬戶在開立後的三（3）個月內即被關閉，本行保留要求按照本行不時決定的費率收取管理費的權利。

5.2 存款和取款。本行可以接受客戶以賬戶計價貨幣的形式從賬戶以賬戶計價貨幣書寫的支票從賬戶提款或者任何按照其它本行視為恰當的提款方式。本行可以在任何時間（無需給出任何理由並且無需承擔或產生任何義務）拒絕接受存款，限制可存金額，或者退回存款金額的全部或者部分。

5.3 還款。客戶應當在本行要求之時或者相關款項的到期日向本行償還向其支付、將要向其支付或者出借給其（無論是通過透支或者其它形式）的所有款項，以及無論何種性質的客戶現在或者將來任何時間就任何賬戶對本行拖欠或者負債的所有款項。本行有權於任何時候將該等向客戶支付或者出借給客戶或者客戶現在或者

- 將來對本行拖欠或者負債又或客戶現在或者將來結欠的所有款項記於本行選擇的任何客戶賬戶(一個或多個的借方)。
- 5.4 透支額度和違約利息。透支只有在本行事先書面合同同意之時才允許。但是，本行可以接受提款或者從賬戶轉賬的指令，或支付任何票據，儘管該等提款、付款或者轉賬會導致賬戶的透支或者負債。若本行允許透支，該允許僅適用於該特定的指令，並且除非本行另行明確同意，本行應無義務在將來允許類似的透支。若客戶在無得到本行事先同意的情況下透支任何賬戶或者超過任何約定的借款限額，本行保留收取違約利息和/或按照載於標準收費表的該等費率或其自行不時決定並知會客戶的費率收取其它費用的權利。
- 5.5 包含利息的款項。在本主條款項下提述的將由客戶支付給本行的所有款項、付款、款項的數量和數額均應當包含任何及所有就該等款項應當支付的利息。該等款項、付款、數量和數額均應按照不時約定的利率支付利息，但是在沒有關於利率的約定之時，利率由本行決定。利息應當按天計算並且按照本行依照其慣例決定的基礎和頻率支付。對於違約金額的利息，在判定違約前後均應當計月複利或者按照本行決定的頻率支付。
- 5.6 正常營業時間的業務。關於承兌、清算、托收和/或支付的指令和票據(無論是關於付款或者其它)都應當在本行正常的營業時間提交，並且(在必要之時)根據現行的當地銀行慣例適當書寫。該等票據和指令將被按照慣例在本行的正常營業時間內處理，並且，根據慣例或者本行不時對客戶的另行通知，受制於清算的正常時間。本行的所有其它業務都應當根據現行的當地銀行慣例在正常的營業時間內交易。無論上述條款，本行可以自行決定(但是無義務)在非正常營業時間處理該等票據或指令和/或交易其它該等業務。在為客戶托收支票之時，本行的義務應限於完成將該等支票提交於支付相關的清算機構之時。
- 5.7 不得提取未經清算的票據。除非本行另行同意，客戶不得就未經清算的票據提款(無論是從本行提款或者委託本行托收)直至本行收到相關票據項下的款項，並且本行保留為任何理由不承兌未經清算的票據的絕對權利，且不因此產生或承擔任何義務。
- 5.8 停止支付指令，過期指令和舊票據。停止承兌或者支付任何票據的指令必須以書面形式作出(或者在二十四(24)個小時內由書面確認的口頭形式)並且將被本行存檔。若票據的日期晚於呈票日後超過六(6)個月，該等票據通常不會被承兌或者付款，但是本行可以自行決定(且不承擔或產生任何義務)在客戶完全承擔風險的前提下承兌、支付或者清算該等票據。
- 5.9 客戶簽署、製作和領取票據。客戶應當：
- 客戶應在簽署、製作和/或出具本行須作付款的票據或者簽署本行理應依其行事的指示、指令或其他文件之時盡其合理的義務注意，避免便利偽造或者欺詐或者誤導本行又或者令該等票據、指示、指令或其他文件作出更改；及
 - 在其意識到任何被簽署、作出或提交銀行的票據或者本行可摺之行事的任何其它票據、命令或其他文件之上客戶或任何被授權人的簽字是偽造之時，立即通知本行。
- 5.10 被拒絕的票據。若交付本行承兌、清算、托收和/或支付的任何票據或指令(無論為了付款或者其它目的)被拒付，本行唯一的義務應為通知客戶，並且在從客戶獲得進一步的指令前，本行可留存該等指令、票據並且按其決定對該等票據、指令收取行政費。
- 5.11 匯入匯款。若本行未能在本行不時明確的交割時間前收到關於付款的命令，匯入匯款(無論是以港元或者其它貨幣形式)可能不能在同一天內貸計入賬。匯入匯款在款項實際清算和入賬之前不計利息。就以港元以外貨幣作出的匯入匯款而言，如貨幣須兌換為港元，將會採用本行當時適用的匯率兌換。
- 5.12 匯出匯款和電匯。若某次匯出匯款不能完成，本行將合理地儘快通知客戶。本行可以(但無義務)為客戶處理匯出匯款或者電匯提款。當本行接收處理匯出匯款(無論是是否通過電匯)，該等付款應當受制於本行不時有效的關於付款的條款和細則(包括任何收費以及本行要求的最低額或者最高額)並根據該等條款和細則發送。在不限制上述的前提下，除非本行另行書面同意，所有的匯出匯款應當符合下列規則：
- 對於下列事項本行不承擔任何責任：(i) 因延遲付款或者建議付款而導致的損失或損害，(ii) 在傳輸或者其它過程中遺失的信息，(iii) 在任何事項、信函、電傳或電報傳輸或者交付過程中的損毀、錯誤、遺漏、解釋或者延誤，(iv) 本行的代理行、次代理機構或者其它代理機構的行為，(v) 宣佈或者未宣佈的戰爭、審查、封鎖、暴動、動亂，(vi) 任何法律、法規、控制、限制或者本地、外國政府或任何其它集團(法律授權的或者實際的)實施政府權力的行為，以及(vii) 任何超越本行控制範圍的行為和事件。
 - 除非本行收到明確不同之指示，付款將按照目的地國家的貨幣計價。
 - 除非另行明示，所有在香港以外產生的費用均為了收款人產生。若客戶要求收款人收到無任何費用減扣的全款，客戶必須明確指示本行並且客戶應當自行承擔所有的費用。
 - 儘管任何特定的客戶存在不同的請求或者指令，若按照本行的單獨意見認為當時操作情形所需的，本行保留根據其自行決定的方式或代理行處理匯出匯款。
 - 本行為匯款而在任何時候提供的匯率報價僅供參考，本行應當有權按照匯款完成當時相關外匯市場的匯率操作支付交易。本行有權就本行報價和實際操作支付的匯率間的差額貸記/借記(視情況而定)任何客戶的賬戶。
 - 匯出匯款可能受制於法律、法規、外匯管制或者其它管制、限制或者方法(“**境外限制**”)。查明和遵守該等境外限制是客戶單獨的責任，並且本行強烈建議客戶就此自行尋求建議。本行沒有就境外限制給與客戶任何建議的義務，並且本行因境外限制而導致的任何付款的損失或者延遲不承擔任何責任。

- (e) 本行可以口頭、符號、密碼的方式發送關於電匯的信息，並且本行不應對該等信息的錯誤或誤解，或者代理行或其它代理的疏忽或違約造成的損失或損害負責，但是該等錯誤、誤解、損失或損害是由銀行的重大疏忽或故意不當行為導致的除外。
- (h) 本行在其不時規定的交割時間之後收到的指令將不會在同一天內處理。
- (i) 在支付完成後所有可能由銀行的代理行和代理收取和／或聲清的收費應當由客戶承擔。
- (j) 向未在本行開立賬戶的收款人付款或者向在其它國家的建設銀行集團的成員付款，可能因付款地的清算系統和收款人托收款項的銀行所採取的行動而延遲。

客戶同意，本行可以向相關的代理行或者中間銀行透露關於支付的任何信息。若一項匯出匯款不能完成（無論是境外限制或者其它原因），本行不應被要求向客戶退還其為該等支付所付的費用，但是本行的重大疏忽或者故意犯錯直接導致的違反情況除外。

5.13 匯票和本票。

- (a) 任何應客戶要求而發出之匯票及／或本票，除非客戶特別要求其被授權人士代為領取，否則會以郵件方式寄至客戶最後留存的地址。在任何情況下，所有因寄出該等匯票及／或本票而引致之任何費用及風險，均由客戶承擔。
- (b) 客戶若對已發出之匯票或本票有任何修改、停止支付、取消或退款之要求，本行有權自行決定是否接納，若本行接納該等要求，本行有權制定須遵守之條件。在收到停止支付的要求或者匯票或本票遺失的通知後，本行沒有義務通知任何人員。
- (c) 任何匯票的兌現受制於付款銀行關於兌現業務的要求和付款國家或者地區的法律和法規。本行不應為適用法律（包括貨幣或外匯管制或限制）或者匯票貨幣所屬之國家或地區的其它政府行為而產生的損失或者損害而對客戶或者任何其它人負責。

5.14 **自動轉賬授權。** 本行可以應客戶的要求為賬戶設置自動轉賬或者定期付款的安排，但是客戶應簽訂本行可能不時額外要求的文件。若客戶對於該賬戶作出了自動轉賬授權或者定期付款安排，但是在該賬戶內連續十二（12）個月未發生任何自動轉賬或定期付款交易，儘管該等授權是不會過期的或者未被設定具體到期日的，本行即有權無須提前書面通知客戶取消該等授權或者安排。

5.15 **香港境內付款等。** 除非本行另行同意，任何賬戶內的貸記餘額只可在香港提款，並且任何其它應由本行支付、交付的款項或物品將僅由本行在開立賬戶的香港辦公地支付或者交付。

5.16 **付款。**

- (a) 所有應由客戶支付給本行的款項均不應存在抵銷、反索和其它任何限制或條件，並且不應存在任何稅款減扣或者其它性質的任何減扣。如客戶須根據法律規定作出任何減免或預扣，客戶須即時向本行支付所需的額外款項，以確保本行收取一筆相等於其在並無任何該減免或預扣的情況下原應收取的付款的淨額。
- (b) 所有本行收到的與客戶欠本行之債務有關的款項，無論是如何產生的，均可由本行自行斟酌決定用於償還該等債務，或者按照本行認為合適的時限存入一個暫記賬戶。當發生任何下列程序或者類似程序之時，本行可以證明並同意接受就客戶尚欠的債務的任何分配或者和解（如暫記賬戶不存在或賬戶內無餘額）：破產、解散、清算、債務和解或安排。
- (c) 本行在任何時候均有權更正任何客戶賬戶錯誤的錄入並且按正確的錄入（或者無錄入）並應當時之計算入賬。

5.17 **受外國法規規定影響的付款**

- (a) 客戶認可及同意，儘管本主條款有任何其他規定：
- (i) 本行根據本主條款作出的任何付款必須受外國法規定的預扣及扣減所規限；
- (ii) 根據第(i)項預扣的任何款項可存放於本行決定的任何戶口或按其決定的方式處理；及
- (iii) 本行毋須就其行使本第 5.17 條項下的權利而蒙受的任何所扣稅項補足、損失或損害賠償承擔責任。
- (b) 客戶認可及同意，根據本主條款進行的任何交易、付款或指令可能會因本行遵守其義務（包括該等本行認為必須遵守的任何外國法規規定項下規定者）而被延遲、限制、轉移或終止。

6. 利息、費用和收費

6.1 **利息。** 利息僅以在本行開立的賬戶內的最低餘額（如有）中的貸記餘額支付（且不為任何本行代理行維持的賬戶內的貸記餘額支付）。利益將按照本行不時決定的利率（若有）以及頻率支付。未清算的資金之上無利息。除非本行另行明示，往來賬戶不產生利息。

6.2 **費用和收費。** 本行應當有權按照其現行的標準收費表收取費用，或者按照本行在提供該等服務之時向客戶提供的費用和收費或者客戶要求之時提供的費用和收費（若有些服務的費用和收費未在標準收費表中列明）收取費用。特別是，本行可以：

- (a) 無須獲得客戶的同意，從任何賬戶扣款用於支付印花稅和其它所有費用、佣金和銀行收費；以及

- (b) 從客戶未經本行事先明確同意而透支的賬戶內划款用以按照本行在未經授權的透支時適用的利率支付利息。
- 6.3 **非標準費用和收費詳情。** 關於未在本行的標準收費表中列明的服務費用和收費的詳情將在本行提供相關服務之時提供給客戶或者在客戶要求之時提供給客戶。
- 6.4 **扣賬和通知。** 本行保留在任何時間無須通知客戶而從客戶的一個或多個賬戶內扣賬以支付費用、開支或者其他收費的權利。
- 6.5 **休眠賬戶。** 若一個賬戶連續十二(12)個月(或者本行不時決定並通知客戶的其它期限)未發生存款、提款或資金划轉活動,本行將視該賬戶為休眠賬戶並就該賬戶根據本行當時適用的標準收費表或者本行另行通知客戶的收費標準收取休眠賬戶費。本行通常(但是無義務)會在就一賬戶第一次收取休眠賬戶費後通知客戶。若客戶未有在本行向其發出通知後 30 日內採取進一步的措施,本行可以,無須進一步通知客戶,從賬戶內提取該等費用(以及將來將收取的休眠賬戶費)直至賬戶內無任何餘額。本行可根據第 12 條 A 部在賬戶內無餘額之時將關閉賬戶。

7. 一般賠償和免責

7.1 一般的免責。在適用法律允許的最大限度內：

- (a) 本行對於因其處理或者操作客戶賬戶或其提供給客戶的服務(包括(i)遺失、損毀任何票據、延遲交付任何票據、或者未能提供、要求、託收任何票據或者就任何票據的未支付或者未承兌發出通知(無論該等票據是否由本行持有或者由任何其他該等票據被交付託收的其它被授權的任何第三方持有);(ii)任何系統延誤或故障;(iii)客戶基金或投資因稅務、減免、預扣、關稅或減值、市場因素或任何本行控制範圍以外的原因而未能提供價值或出現減值的情況)而產生或者導致的所有及任何的由客戶或者其他入承擔的任何損失或者損害免責,但是損失或者損害是由本行或者本行的代理或者員工的重大疏忽或者故意不當行為直接導致的或者可合理遇見導致的除外;
- (b) 本行不對任何人利潤、收入、儲蓄、數據、商譽或者業務的損失負責,本行亦不對任何間接的、結果的、特別的、懲罰的或者偶發的損失或者損害負責;以及
- (c) 如根據本主條款,本行須負上義務,其義務僅以直接損失或損害賠償以及有關交易金額(以較少者為準)為限。

本主條款項下的任何條款均不得排除或者限制本行為其自身、其代理或者員工的疏忽而導致的死亡或者人身傷害而應承擔的責任。

- 7.2 **一般賠償。** 在適用法律允許的最大限度內,對因任何賬戶或服務(包括,客戶或者代表客戶發出的指令的撤消或者變更,本行代表客戶或者為客戶進行託收,本行根據客戶或者被授權人的指令而採取的任何行動或者遺漏,客戶未能遵守本主條款,客戶或者被授權人就其自身或者任何其他人士或者與本主條款有關的事宜提供誤導或錯誤資料,或者本行代表或者為了客戶代持金錢或者

其它財產)而針對本行提起的或者將由本行直接或間接產生或者支付的所有行動、訴訟、程序、申索、要求、損失、負債、損害彌償、開支、收費和費用(包括利息和佣金付款),客戶應當彌償本行、其僱員、人員及代理,但是上述情形是由本行的嚴重疏忽或故意不當行為導致的除外。

- 7.3 **證券。** 本行、本行的代名人或者本行的任何分行、代理、代表或者代理行為了客戶而在其名下登記或者持有的股份或者其他證券應由客戶自行承擔所有的風險,本行不對該等股份或者證券的下列事項負責:(i)價值的貶值或者減少,(ii)適用於股份或者證券的限制或者減扣,或者(iii)相關的付款。本行可以自行決定(且無需承擔或者產生任何義務)在無法取得客戶指令或者(根據本行的觀點)取得客戶的指令將涉及過度的延遲或者開支之時,就該等股份或者證券採取就當時情形必須的或者有利於客戶利益的行為。本行可以自行決定為了客戶(但是無義務)就該等股份或證券收取分紅、利息或者其他款項,或者支付購買費、稅款、契稅或者其他雜費。本行不應有義務退還與其持有原件相同序列表號的證券,前提是,受制於任何資產重組或者發生的其它類似事件,被退還的證券與持有的證券是相同等級、計價、同一面額和享有同等權益。
- 7.4 **代理。** 本行可以為了履行客戶與本行間任何交易項下的職責而聘用任何其認為適合的代理,並且本行可向該等代理提供其認為合適的任何文件或者物品。本行不應對該等代理的疏忽或任何不當行為、遺漏、延遲、違責或無力償債負責,除非本行明確地對該等疏忽或任何不當行為、遺漏、延遲、違責或無力償債進行了授權。

8. 賬戶對賬單和交易確認

8.1 賬戶對賬單。

- (a) 除非客戶另行要求且經本行確認,本行將按月(或者本行不時決定的其它頻率)向客戶寄送對賬單。若某個賬戶自上次寄送對賬單起未發生任何交易,本行可以(但是無義務)按照其不時自行決定的其它頻率向客戶提供對賬單。
- (b) 客戶同意本行可透過其網站提供對賬單(定義見下文第 8.2 條(客戶的檢查和審核義務))及其他文件(“**存取服務**”)。此外,客戶同意並接受以下各項:
- (i) 備有使用存取服務所需的電腦設備及軟件,互聯網及特定電郵地址;
- (ii) 互聯網及電郵服務或受若干資訊科技風險及中斷的限制;
- (iii) 客戶或會因使用存取服務而產生額外成本;
- (iv) 在不損害第 A 部分第 14.4 條(通知)效力的前提下,電郵或會是客戶收取本行網站所登載的文件的唯一方法,故客戶必須定期檢查指定的電郵地址;

- (v) 客戶須就取得未能再在本行的網站存取及下載的任何文件的列印本支付合理費用；
- (vi) 客戶可根據第 A 部分第 14.4 條（*通知*）規定的任何方式向本行發出 30 日事先通知撤回其透過本行網站提供文件的同意；以及
- (vii) 客戶應就本行透過其網站向客戶提供的所有賬戶對賬單及文件作電子存檔作為日後參考用途。

8.2 **客戶的檢查和審核義務。** 客戶同意其將仔細地檢查每份賬戶對賬單或者存款收據、確認或者通知（若適用）（合稱，“**對賬單**”）之上的紀錄和/或交易是否存在因任何原因（包括偽造、偽造簽名、欺詐、缺乏授權、客戶或者其它人的疏忽）導致的錯誤、差異、遺漏、未經授權的取款和任何其它錯誤的和/或未經授權的交易或者收據（合稱，“**差異**”）。客戶同時同意，除非客戶在對賬單之日後的九十（90）天內書面通知本行任何上述差異，對賬單將在本行和客戶之間構成有關對賬單正確性和準確性以及對賬單上所有交易、收據和餘額正確性和準確性的最終證據並且應對客戶具有約束力，客戶同意放棄與該等錯誤有關的權利、拒絕權或者向本行要求賠償的權利。

在不限制上述條款的前提下，本行可以在任何時間（且無需向客戶承擔任何義務），糾正、改正和/或修改任何對賬單項下因本行的管理、操作或者計算機差錯或者其它本行自身的錯誤或疏漏而導致的對賬單項下的差異。該等改正或者修改後的對賬單在本行和客戶之間應具有約束力。

8.3 **超額付款等。** 若因為本行的錯誤、不當行為或者疏漏，客戶或者任何其它人：

- (a) 在客戶的賬戶項下收到超額付款，和/或
- (b) 對於錯誤地轉入客戶賬戶或者通過其它方式支付給客戶的款項提款、轉賬或者通過其它方式使用該等款項，

客戶應當應要求立即向本行退還該等超額付款或者錯誤使用的款項，並且本行可以無須提前書面通知客戶從任何客戶賬戶中扣取該等超額付款的金額。

9. 賬戶合併、留置以及抵銷權

9.1 **合併和抵銷。** 在不影響且獨立於本行根據適用法律（無論明示的或者暗示的）或者其它依據而享有的一般的留置、押記、質押、其它擔保、抵銷權或者其它權利或補償的前提下，本行應當有權無須通知在任何時間並且不時地：

- (a) 將所有或任何貨幣形式的客戶賬戶（無論賬戶的性質、賬戶所在地、賬戶是客戶單獨命名的賬戶或與他人聯名持有的賬戶、賬戶是否需要通知、或者賬戶項下的任何款項是否已經到期應付）與任何客戶欠本行的債務合併或者組合（包括下列情形：（i）客戶在向本行繳納款項之時的違約，（ii）針對客戶提起了清盤、破產或者類似的呈請或法令，或者已就客戶的主要資產指派了破

產接管人或者類似的人員，或者（iii）本行根據其觀點有理由相信客戶將要無能力償還其將到期的債務）；以及

- (b) 抵銷、借記、減扣、使用和/或划轉任何客戶賬戶項下的貸記款項（即使是未到期的定期存款）或者本行欠客戶的任何款項（不論該款項的幣值）用於滿足客戶因賬戶或其它方面對本行承擔的責任和/或義務（無論，該等義務是既存的或將來的、實際的或偶發的、主要的或者附屬的、共同的或各別的、有擔保的或者無擔保的，或者是由客戶按自己的身份或者其它身份（包括按照獨資東主或者合夥機構的合夥人）承擔的）。

當該等合併、組合、抵銷、借記、減扣、使用和/或划轉涉及貨幣兌換，該等兌換應當按照兌換當時相關的外匯市場的通行即期匯率計算（本行對此有最終的決定權）。本條項下的任何內容均不得被解釋為通過押記或者其它方式構成一項擔保利益。

9.2 **留置。** 本行有權對於本行因托管或者任何其它原因（無論是否在正常的經營過程中產生）佔有或控制的客戶的所有財產行使留置權，並且本行有權出售該等財產以抵償客戶欠本行的債務。

9.3 **本行付款。** 債務人必須自行尋找債權人的一般規定就本行為客戶賬戶貸記持有的款項不適用，在本行滿足了其抵銷權或者其根據適用法律或者其它依據享有的其它權利後，本行應當應客戶的要求向客戶付出相當於貸記餘額的款項。

10. 資料提供

10.1 **資料提供。** 為了能夠讓本行考慮是否或者是否繼續向客戶提供任何賬戶或服務和/或遵守適用法律或香港或其它地方法院的命令，本行可能要求客戶不時向本行提供關於以下各項的資料、文件或證書：

- (a) 客戶；
- (b) 任何賬戶或服務的最終實益擁有人；
- (c) 須就發出任何指令或訂立任何交易或取得任何服務負上最終責任的人士；
- (d) 客戶代為領取付款的人士；及/或
- (e) 本行按其唯一絕對酌情權所識別與客戶有關聯的任何其他人士，

（包括香港法例第 486 章《個人資料(私隱)條例》所界定的個人資料（“**個人資料**”））（合稱，“**資料**”）。若客戶不能提供該等資料，本行可能不能向客戶提供或繼續提供該等賬戶或服務和/或本行將不能繼續遵守適用法律或者香港或其它地區法院的命令。客戶陳述並保證，所有該等資料均是準確和正確的。並且客戶承諾，當其已經提供給本行的任何資料發生了變更或者變得不再準確或正確之時，客戶將立即以書面形式通知本行，並按本行的要求同時向本行提供證明或支持該等變更的證據。

10.2 披露。客戶同意，本行可以向下列各方披露客戶資料及有關客戶及/或第 10.1 條提述的任何人士的任何其他資料、文件或證書（包括關於任何賬戶或者本行和客戶間交易的狀況，或者關於客戶或客戶和本行間交易的其它信息），無論該等資料實否是在為客戶開立賬戶的過程中獲得的：

- (a) 任何其它建設銀行集團的成員；
- (b) 任何本行或者建設銀行集團其它任何成員或者本行所有或部分業務或者股份的實際的或預期的受讓方、被轉讓方或者承繼方；
- (c) 本行就客戶承擔的任何權利與義務的實際的或者預期的受讓方、被轉讓方或者參與方（包括，本行對客戶享有的權利之上設定的押記、轉讓、其它擔保或抵押的實際的或預期的接受方）；
- (d) 本行的專業顧問、代理和其它任何向本行提供服務的人員（無論其是否是建設銀行集團的成員）（包括，法律顧問、審計師、收債機構、信用諮詢機構、評級機構、保險人或者保險經紀人、直接或者間信貨保障人、或者承包商）；
- (e) 任何實際的或者預期提供保證、彌償、擔保的人，或者就客戶對本行的責任提供其它信貨支持的人；
- (f) 任何與客戶有交易往來的或者將有交易往來的金融機構或者收單機構；
- (g) 為訴訟、仲裁、調查或者法定的程序而需要獲得資料的人；
- (h) 根據適用法律，和建設銀行集團任何成員需要遵守的香港或者其它地區的法院的指令，建設銀行集團的任何成員需要向其（包括根據任何外國法規定向任何政府機構（不論是否根據香港法例成立）披露客戶資料的人）；
- (i) 任何對於本行負有保密義務的人（包括承諾對該等信息保密的建設銀行集團的成員）；
- (j) 付款銀行向出票人提供已付款支票的複印件（該複印件可能含有收款人的信息）；
- (k) （通過提供可能含有客戶姓名和/或賬戶細節的存款確認收據）任何向客戶賬戶付款的人；
- (l) （若客戶是個人，受制於本行不時在任何對賬單、通告、通知或者其它文件中告知客戶的關於將個人資料用於推廣和營銷目的本行政策，以及本行須遵守適用法律的情況下）提供或者推銷下列服務和產品的人（對此本行可能收到或者可能收不到酬勞）：
 - (i) 銀行、金融、保險、證券和投資，信用卡或其它銀行卡，和/或類似的服務及產品；

(ii) 回饋、會員獎勵或者特權計劃或者類似的服務或者產品；

(iii) 本行的聯營夥伴提供的服務和產品；和/或

(m) 客戶同意的任何其它人，

在任何情況下，無論該等人員是在香港或者其它地方的。

在不影響上述條款的前提下，客戶承認本行有權根據本行任何合適的條款和細則將其銀行或其它業務外判、承包給（香港或者其它地方的）任何其它建設銀行集團的成員或者第三方，並且，在任何必須或適當之時，本行可以為了提供資料處理或者向本行提供服務或者代表本行向客戶提供服務的服務商而向其（無論服務商是否是建設銀行集團的成員或者是在香港境內或者境外）轉讓有關的資料、詳情或信息。

另外，客戶同意本行在其它銀行、金融機構、被認可的信貨資料或信貨諮詢機構和/或任何其它方要求之時向其提供關於賬戶狀態的報告以及銀行的資信證明函。

從本行獲悉客戶資料的任何人亦有權根據適用法律或者香港或者其它地區法院發出的其需要遵守的命令繼而向其它方披露該等資料。

10.3 個人資料的使用。當本行同意提供或者繼續提供相關的賬戶或服務之時，個人資料將被本行用於考慮客戶的需求。個人資料以及所有與本行及客戶間交易有關的信息將被用於向客戶提供賬戶或服務，和/或用於本行或建設銀行集團其它成員對於適用法律以及香港或者其它法院發出的命令的遵守。本行可為了任何及所有目的的使用、儲存、披露、轉讓（在香港境內或者境外）和/或與第 A 部分第 10.2 條（披露）項下列的各方（包括建設銀行集團的任何成員和香港境內或境外的任何服務商）交換個人資料，包括：

- (a) 賬戶和/或服務，和/或為任何目的（無論是否是對客戶不利的目的）將個人資料與本行所有的其它個人資料對配；
- (b) 為向其它金融機構或者其它方提供關於客戶的銀行資信證明；
- (c) 與信貨資料機構、資信諮詢機構或者其它任何方共同開展調查（包括，在申請任何貸款額度之時，或者定期性審核貸款額度或者貸款續期之時）；和/或
- (d) 根據本行不時提供給客戶的任何對賬單、通告、通知或者其它條款和細則中告知客戶的關於個人資料披露本行的一般政策（該等政策的內容應被視為本主條款的一部分）的其它任何目的和其它任何方。

客戶有權獲取或者糾正任何個人資料，或者拒絕將其個人資料用於直接營銷的目的。任何該等要求可以書面的形式作出並發送至本行不時提供的資料保護專員的地址及號碼。本行應遵守該等要求，除非根據適用法律或者香港或者其它地區法院發出的本行應當遵守的命令，本行可以拒絕或者應當拒絕該等要求。

10.4 離岸披露。客戶認可及同意，可向位處香港境內或境外的第三方披露資料及文件。

11. 反洗黑錢等

11.1 反洗黑錢等。客戶承認並同意，本行及建設銀行集團其他成員均需遵守香港和其它司法管轄區的適用法律，包括有關反洗錢、反恐融資、制裁、反逃稅的法律和法規。客戶同意，本行有權採取行動並指示建設銀行集團任何其他成員（或受其指示）採取行動，此等行動乃本行或建設銀行集團成員根據該等適用法律認為適當的行動。這些行動可能包括：

- (a) 對透過本行及建設銀行集團其它成員的系統發予客戶或由客戶發出，或代客戶發出的任何付款通知及其他資料或通訊進行截查或審查；
- (b) 延遲、限制或拒絕任何付款；
- (c) 若有任何名字與受制裁人的名字近似，將會進一步查證其是否確實為該等受制裁人；以及
- (d) 適用法律規定向任何法律執行實體、監管機構或法院披露任何關於客戶的信息。

本行及建設銀行集團任何成員均不會對任何因下列事項導致的損失或損害（不論屬直接或間接損失或損害及包括但不限於利潤或利息的損失）承擔任何責任：（i）為上述目的採取的行動，（ii）採取上述行動導致的延遲、阻礙、支付失敗，或者（iii）本行行使在本條項下的權利。在若干情況下，本行採取的行動或會引致若干資料的處理出現阻礙或延誤。因此於採取該等行動期間，有關該等行動對象的付款通知或其他資料及通訊，本行及建設銀行集團任何成員，均不會保證在本行系統取用該等資料時，乃屬準確、現時適用及最新的資料。

12. 賬戶或服務的終止和暫停

12.1 客戶終止。客戶可以根據第 A 部分第 14.4 條（通知）所規定的任何方式在提前三十（30）日（或者本行可以接受的其它更短的通知時間）向本行發出書面通知後，終止在本行開立的任何賬戶和/或從本行接受的任何服務。該等通知應當由客戶正式簽署並且應當註明終止的生效日。

12.2 本行終止或暫停。

- (a) 本行可以在任何時間，按照本行決定合適的時間段，採取下列行動，並且本行無須為下列行動通知客戶（且無須給予理由並無須承擔或產生任何義務）：（i）終止及關閉、暫停或凍結客戶的任何賬戶和/或服務，（ii）視本行持有的任何授權暫時無效，或者（iii）將客戶在本行持有的一種賬戶轉換成另外一種賬戶。
- (b) 在可行的限度內，本行將（但是無義務）按照第 A 部分第 14.4 條（通知）所規定的方式向客戶發出合理的書面通知（通常至少提前七日），並列明相關生效日。儘管存在上述條款，本行在例外的情況下可按其自行決定關閉、暫停、轉移或凍結客戶的任何賬戶和/或服務，和/

或視任何授權書暫時無效，且不需要提前書面通知客戶，亦無論任何賬戶內是有餘額的，包括：

- (i) 若香港或者其它司法轄區的適用法律（包括任何外國法規定）禁止賬戶和/或服務，或者根據該等適用法律賬戶和/或服務的運作或存續是非法的或因必須或方便遵守香港或其它地方的任何適用法律規定（包括任何外國法規定）而作出的；
- (ii) 任何實際的或者可疑的（根據本行的單獨觀點）將賬戶和/或服務用於或關聯於任何犯罪、欺詐和/或非法的行為或交易（包括賭博、洗錢和/或恐怖融資）；
- (iii) 若客戶對本主條款的違反，根據本行單獨的觀點，構成了重大的違約；
- (iv) 若本行從客戶（或組成客戶的任何人）或者任何被授權人處收到暫停操作的指示，儘管授權書要求該等關於賬戶/或服務的操作需要不止一個簽字；
- (v) 若本行從客戶（或者構成客戶的人員）、或者任何被授權人、或者客戶的任何董事、股東或者合夥人（無論該等董事、股東或者合夥人是否是賬戶和/或服務的被授權人）處收到相衝突的書面指令；
- (vi) 若本行收到關於客戶和/或客戶的被授權人和/或客戶的董事、股東或者合夥人和/或者（若客戶由多人組成）客戶內部之間的糾紛的通知；
- (vii) 作為任何不可抗力、災難、工業行動、電力中斷、電腦故障、蓄意破壞或者任何其它原因的結果，本行無法提供本行的客戶紀錄、賬戶和/或服務或者提供暫時受阻；
- (viii) 若本行處理第 A 部分第 6.5 條（休眠賬戶）所指定的休眠賬戶，而該賬戶並無貸記餘額；
- (ix) 若提出呈請、展開法律程序、作出頒令、通過有效決議案或就通過任何決議案發出召開會議通知或任何人士就客戶的清盤、無力償債、行政、重組、重整、解散或破產而採取任何其他步驟，或就客戶所有或其任何部分業務或資產委任清盤人、接管人、管理人、信托人或類似人士；
- (x) （就客戶為信托的受信任人而言）若客戶終止為信托的受信任人或已採取任何步驟免除該客戶作為信托的受信任人或委任另一名信托受信任人，在任何情況下未經諮詢本行，或就任何部分信托財產向任何法院提出申請或尋求頒令、由法院監管或受其控制；或

- (xi) 若客戶被視為不能或其承認其不具有於債務到期時償還有關債務的能力。

除非客戶向本行提供了處理指令，本行可以通過在相關的生效日向客戶寄送一張面值為客戶賬戶內餘額（扣除本行所有應收手續費）的支票解除其對客戶負擔的所有義務（若有）。在終止該等賬戶和/或服務後，以及在任何暫停或凍結（視情況而定）該等賬戶和/或服務期間，本行立即不再承擔進一步的義務，並且本行有權拒絕操作任何客戶或者被授權人就該等賬戶為付款向本行發出、接受或者作出的任何指令或票據（若有）（在任何情況下，無論上述指令或票據是在終止、暫停或凍結（視情況）之前或之後作出的）。

12.3 客戶的既存義務不受影響等。任何賬戶和/或服務的終止、暫停、凍結或轉化，和/或任何授權書的中止，不應在任何情況下解除、減少或者以任何其它方式影響客戶對本行負有的任何累積的、既存的或偶發的債務或義務。

12.4 外幣賬戶。在終止任何外幣賬戶之時，本行應有權貸記賬戶內餘額的等值港元（按照賬戶終止日適用的匯率計算，且根據本行的最終決定）。該等港元付款應完全免除本行的義務。

13. 本主條款的修改

13.1 本主條款的修改等。本行可以自行決定變更、修改、刪除或者替換本主條款的任何條款，或者採用新的條款和細則和/或其它規則，但是在上述變化生效之日（“生效日”）前應有合理時間提前給予客戶發出通知。若客戶（包括任何被授權人或，就網上企業銀行服務而言，任何被授權人代表）在生效日後將繼續維持或使用本行的賬戶或服務，該等變化應自生效日起被視為是本主條款的一部分並且對客戶具有約束力。本行關於該等變更的通知將以書面形式、插入對賬單、賬戶對賬單內的信息、在本行網站登載、展示或者廣告，或者本行視為合適有效的其它通知方法作出。

14. 其它條款

14.1 信息的可靠性。除非本行另行明確同意，所有透過客戶服務熱線、互聯網或這其它電子渠道提供的信息（包括利率、匯率、股價及產品信息）均只供作參考，並無約束力。特定交易項目的實際利率或價格只能在訂立交易時釐訂。無論本行給出的任何不同的利率、價格或者信息，本行為相關交易之目的提供的利率、價格或者信息在客戶或被授權人（若適用）接受後即對其具有約束力。

14.2 證書。為任何目的（包括法律程序），本行的工作人員出具的關於客戶在當時所欠本行款項和債務的證書，若無明顯錯誤，對於客戶應為最終的證據。

14.3 指令/通訊的記錄。

- (a) 本行（或者本行的代理人）可以（但是無義務，除非適用法律或者香港或者其它地區的法院要求），且無須事先發出警告或者通知，將從客戶處收到的口頭指令或者其它口頭通訊以書面形式、磁帶和/或任何其它方法、

設備或媒介儲存。該等記錄是本行的財產，本行可以按照其認為謹慎的方式處理該等記錄或者在一定時間之後銷毀該等記錄。

- (b) 本行可以在將文件縮印、掃描和/或轉換成電子格式並且儲存於電腦磁碟或者其他電腦存儲設備後銷毀與賬戶或服務有關的文件。本行可以在其認為謹慎的時間段後銷毀該等縮印、掃描或者電子的記錄。應客戶的要求，本行可以自行決定，在客戶支付本行合理要求的費用後，在合理的時間段內向客戶提供該等記錄的複印件。

14.4 通知。

- (a) 就任何應由本行發給客戶的通知或者其它通訊而言，該等通知或通訊在發生以下事宜時被視為已妥為發出：

(i) 在寄給客戶在本行記錄中的通訊地址或者客戶不時以書面形式通知本行的其它地址（且在本行記錄中為客戶最後的地址）之後，並且本行不應對按照上述方式發出的通知或通訊未被客戶收到的任何結果負責。該等親自送達的通知或通訊於交付時被視為已妥為送達，或若以預付郵資寄出的通知或通訊則於投寄後被視為已送達；或

(ii) 向客戶以電傳、傳真或者電郵發出的通知或其它通訊，應在收到應答信號或者其它傳輸確認後視為送達。

- (b) 就所有客戶向本行發送的任何通知或其它通訊而言，客戶可以以上文第 14.4(a)條規定的任何方式發送。該等通知或通訊應在本行實際收到後才視為送達，若該等通知或通訊是在本行的非正常營業時間由本行收到的，該等通知或通訊應視為在下一個營業日送達本行。

- (c) 客戶應在實際可行的情況下盡快知會本行有關其聯絡詳情（包括通信地址、電郵、電話號碼及傳真號碼）的任何更改。

14.5 進一步保證。客戶須在接獲本行要求後，儘快簽立及交付本行要求的文件及執行任何本行（或其代名人或代理人要求）要求的行動，以便本行可以提供賬戶及服務以及操作和/或強制執行本主條款，包括但不限於根據本主條款就本行的利益而簽立、完成及註冊的任何保證。

14.6 棄權。任何本行的不作為、延遲或者遺漏不應影響本行在本主條款項下的權利、權力和補償，或者進一步或者再次行使該等權利、權力、或者補償。本主條款項下的權利和補償是累積的，且不影响法定的權利和補償。

14.7 分割。若主條款項下的任何條款在任何司法轄區是非法的、無效的、被禁止的或者不可執行的，該等非法、無效、禁止或不可執行將僅限於該條款且不應影響本主條款項下的其它條款，並且，該等條款的非法、無效、禁止或不可執行將僅限於該特定的司法轄區且不應影響該條款在其它司法轄區的合法、有效或者可執行性。

14.8 **轉讓。** 客戶不能在未獲得本行事先書面同意的情况下，轉讓、讓與或者以其它方式處置其在本主條款項下的或者根據本主條款發起的任何協議或交易項下的權利或義務。本行可以轉讓、讓與其在本主條款項下的或者根據本主條款發起的任何協議或交易項下所有或部份的權利或義務，且無需獲得客戶的同意。

14.9 **承繼人。** 本主條款應對客戶以及客戶的繼承人、遺產代理人、破產托管人、接管人、清算人或者其他權利承繼人具有約束力。若客戶是合夥人身份，無論客戶合夥成員的任何變更，任何合夥人的死亡、破產、退休、被接管或者解散，或者接收任何新的合夥人，本主條款應對其適用。

14.10 **第三者權利。** 除本行及客戶外，並無其他人士有權按 <<合約(第三者權利)>>強制執行本主條款的任何條文，或享有本主條款的任何條文下的利益。

15. **管轄法律、司法轄區和優先文本**

15.1 **管轄法律和司法轄區。** 本主條款應由香港法律管轄並根據香港法律解釋。香港法院對於任何糾紛具有排它的管轄權。客戶同意香港的法院是解決糾紛最為合適和方便的法院，並且其不會同意其它法院的管轄。本條僅為本行的利益設定，所以本行不應被限制就糾紛在其它司法轄區的法院提起訴訟。在適用的法律允許的範圍內，本行可以同時在任何數目的法院提起訴訟。

15.2 **優先版本 - 英文效力優先。** 任何其它語言版本的本主條款僅供參考，若英文文本和其它語言文本之間存在不一致或者差異，就該等不一致或差異，概以英文文本具優先效力。

第 B 部分: 關於特別賬戶和/或服務的附加特別條款和細則

除非另行同意，本第 B 部分項下附加特別條款僅在客戶在本行開立特別的賬戶和/或從本行接受特定的服務之時適用。

1. **關於儲蓄賬戶的附加特別條款和細則**

本第 B 部分第一章項下的附加特別條款僅在客戶在本行開立儲蓄賬戶之時適用。應要求，本行可以自行決定為客戶開立本行同意的幣種的儲蓄賬戶。就與外匯相關的條款，請同時參閱本主賬戶第 B 部分第四章（關於外幣賬戶和交易的附加特別條款和細則）項下的內容。

1.1 **儲蓄賬戶的類型。** 儲蓄賬戶可是結單儲蓄賬戶（含義是，客戶不會收到一本存摺，但是會定期收到賬戶的結單）。

1.2 **最低餘額要求。** 本行有權就客戶維持的儲蓄賬戶訂立餘額的下限及上限規定，以及若該等規定未獲符合之時，而須支付的費用及收費或其他後果。

1.3 **儲蓄賬戶的利息。** 按照本行不時決定利率，利息將在賬戶內每日餘額之上累積，若為港元儲蓄賬戶，可在本行決定的期間內按照複利計算。累計的利息可以按照本行自行決定的頻率存入賬戶。如賬戶結束，利息將計至結束日之前，但不包括結束日。如賬戶在任何日子的存款結餘低於本行不時訂定並通知的該最低限額，則本行將不支付利息。

1.4 **提款。** 除非本行另行同意，儲蓄賬戶可在本行營業時間內由客戶提款，但是客戶在本行要求之時應提供本行滿意的身份證件和/或授權。提款僅可以本行可以接受的方式作出，並且不得以支票、匯票票據以及其他票據的方式提款。

1.5 **大量現金和外幣提款。** 客戶在進行大量現金提款或外幣提款必須作出事先通知，並需視乎本行是否儲備足夠現金及有關貨幣。提取或存入外幣現金將徵收本行酌情決定之收費。

1.6 **向具本行滿意認證之人付款等。** 如本行向具備另本行滿意的認證文件和/或出示聲稱經客戶或就賬戶指定的授權簽署人根據相關的授權書和/或授權表簽署或蓋章的提款通知單或提款指示的人士付款，效力如同向客戶付款一樣，除非本行或者本行的員工、代理或者傭工存在重大疏忽或故意不當行為，本行付款後即無須向客戶或任何其他人士的損失或損害負任何責任。儘管有上款之規定，本行仍可以要求客戶親自提款。

1.7 **結單儲蓄賬戶。** 下列額外條款對於結單儲蓄賬戶適用：

(a) 除非另行要求，本行將向客戶定期寄送賬戶的對賬單。客戶應檢查每一份收到的對賬單，並且根據第 A 部分第 8.2 條（客戶的檢查和審核義務）向本行通知對賬單項下錯誤或差異。

(b) 除非本行書面同意，本行不提供留存對賬單/郵件的服務。本行將就該等服務收取額外的收費。

2. 關於往來賬戶和支票的附加特別條款和細則

本主條款第 B 部分第二章項下的附加特別條款將僅在客戶開立往來賬戶和本行向客戶發出支票簿之時適用。應要求，本行可以自行決定為客戶開立本行同意的幣种的往來賬戶或支票賬戶。就與外匯相關的條款，請同時參閱本主條款第 B 部分第四章（關於外幣賬戶和交易的附加特別條款和細則）項下的內容。

2.1 往來賬戶的利息。除非本行另行指定，往來賬戶之結餘將不產生利息。

2.2 提款。除非本行另行同意，客戶可以在本行正常的工作時間，通過向本行提供令本行滿意的身份證明和/或授權從往來賬戶提款。提款僅可按照本行同意的方式作出。

2.3 申請支票簿。客戶僅可通過被授權人書面申請支票簿，或者通過其它自動的、電子的或者本行接受的其它方式申請。但是，本行可以自行決定拒絕發放支票簿。當本行按照其自行決定向客戶發放支票簿之時，除非客戶另行要求，本行將通過平郵、快遞或者其它本行認為合適的投遞方式將支票簿寄至客戶的註冊辦公室或最後提供給本行的地址，並且投遞所產生的所有開支和風險（包括因此產生的披露客戶信息的風險）均由客戶自行承擔。本行不對該等投遞產生的延誤或者遺失負責，除非是由本行的重大疏忽或故意不當行為直接導致的。若客戶在提出支票簿申請後的兩（2）個星期內未通知本行其未收到支票簿，本行將視客戶已經收到了支票簿。

2.4 支票簿的安全。客戶應確保所有的支票簿在任何時間均保存在安全（並受其合理的控制）之地方，以免讓未經授權人士取得。在客戶知曉本行向其發放的任何支票簿已被偷竊、遺失或者錯放，或者任何支票被偽造、或者任何支票被以欺詐的、非法的方式變更、或者支票被其它未經授權的方法使用，客戶應當立即以電話形式通知本行（並附加後續的書面通知）。如在本行收到止付支票指示之前，已對支票合理付款，本行可以借記客戶的賬戶且無須向客戶負責。客戶應當對下列事項導致的第三方對本行提起的主張的結果完全地彌償本行並使本行不受該等事項的傷害：任何本行向客戶發出的支票的遺失、偽造、變更或未經授權的使用。

2.5 使用支票的方法。支票應按照下列方法使用：

(a) 客戶在收到新支票簿後，應點算支票張數，並檢查各新支票上印有的賬戶號碼、賬戶名稱、票面編號，以確保該等信息均是正確的。客戶一旦發現錯誤，應立即通知本行（若以電話形式應附後續的書面通知）。客戶不可撤銷地同意受不時印刷在本行發放給客戶的支票簿內條款和細則的約束。

(b) 為最大程度地避免發生欺詐和偽冒，客戶必須按照以下規定填寫和交付所有支票：

(i) 不應以本行發出的支票以外的形式開立支票。

(ii) 本行發出的支票只應為原來發給的有關賬戶開立。

(iii) 客戶開立支票時必須小心謹慎確保正確無誤。開立支票的方式不應使支票有可能被塗改或容易被欺詐或偽冒。所有支票應使用深色、不能擦去字迹的墨水筆或圓珠筆以中文或英文書寫並以本行所保存的與客戶或其被授權人的簽名式樣一致簽署。

(iv) 金額（無論是支票上應填寫的數字金額還是文字金額）應當一致，且應當盡量緊湊地靠左填寫，以便任何對於金額的添加或修改都只有在刪除相應金額後才能實現。數字應只採用阿拉伯數目字，且文字與數字的字跡應盡量清楚。應在金額大寫後加上“整”一字。

(v) 支票簿僅可由名字列於支票簿之上的客戶使用（且只可能在發票的本行分行提款）。

(vi) 為防止欺詐，客戶不會預先簽署任何空白或不完整的支票。

(vii) 對於支票的任何修改都應當清晰且可辨別地以書面形式作出。在支票上作出更正，應在緊貼更正位置簽上與本行預留的相關簽字樣本一致的客戶或被授權人的完整簽名。若支票的更正未按照上述方法作出，本行可以（且不承擔任何責任）拒絕承兌支票。特別地，在不影響上述條款的前提下，由於簡簽容易被更改，本行不接受簡簽及草簽的支票。客戶承認，如支票被人竄改而情況不易被人察覺，由此引起的任何損失、損害、開支或者費用，本行不必負責。

(viii) 為安全起見，應在支票正面劃上兩條平衡斜線“//”並將（“致持票人”）字眼劃去。劃線支票只能通過本行賬戶付款。記名支票只可支付予支票受款人或支票受款人背書支付的人士。而不記名的支票則可向任何持票人付款如現金一樣。在不影響上述條款的前提下，若支票以郵件或者其它形式寄出，（“持票人”）的字眼應被刪去且支票應被劃線。

(ix) 本行有權（且無須承擔或產生任何責任）拒絕承兌和/或退回任何未按照本主條款正確填寫的支票，並且就該等被拒絕承兌和/或退回的支票收取服務費用或者本行不時規定的其它費用。

(c) 本行通常不會承兌由開立支票日期起超過六個月的支票、或接受或支付逾期的支票，但是，本行可以自行決定（且無需承擔或產生任何義務）在客戶自行承擔風險的前提下接受、支付或清算該等支票。若支票是不正確填寫的、未經授權更改的、或者逾期或過期

的，本行保留向收款人退回支票的權利並且根據本行適用的標準收費表收取服務費。在往來賬戶結束後出示之支票將會被退回。

- (d) 客戶僅可通過發出書面指示（或者在二十四（24）小時內經書面確認的口頭指示）或者本行不時接受的其它的方式取消、撤回、或者止付一張支票，並且客戶應當提供準確且完整的細節信息，包括，支票的號碼、數額、收款人、發票日以及本行可能要求的其它信息或文件。本行將僅在上述細節信息嚴格與承兌支票一致之時接受客戶的指令，並且該支票應尚未兌現、轉讓或者被付人在本行開立的另一賬戶（或通過其它任何銀行）。在接受取消、撤回或者止付一張支票時，本行沒有責任核實支票的狀況。客戶就該等指令應當支付的費用列明於本行的標準收費表。無論該等指示是否被操作，銀行可以從客戶的賬戶收取該等費用。

本行可在客戶開立任何支票標明“有效支付”示另一銀行，並立即從客戶賬戶中扣除支票所示之金額。此後，支票不得止付。

- (e) 如在任何一天內多於一張支票被提交承兌，本行有權按其酌情權決定付款次序，且本行並不就此決定負責。
- (f) 支票簿是本行的財產並且在本行要求之時應被立即退還本行。若客戶無須繼續使用支票或者客戶的賬戶已經關閉，客戶應儘快將支票簿退還本行。
- (g) 自簽發任何支票前，客戶應確保支票將提款的往來賬戶內有充足的資金。本行保留拒絕承兌或者退還相關往來賬戶內無充足資金的支票並且就該等被拒付或退票的支票收取服務費。或者，本行可以自行決定（但是無義務）承兌該等支票並且允許客戶的往來賬戶透支。

- 2.6 電子縮印/電子存檔的支票。本行可以自行決定以電子微型膠卷縮印支票、本票或者其它與任何客戶之任何賬戶有關的文件後銷毀該等文件。客戶支取的並已獲支付的支票，在以電子形式予以記錄後，可由相關代收銀行或香港銀行同業結算有限公司（“結算公司”）保留，保留期為與結算公司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（視乎情況而定）可銷毀該等支票，並且客戶同意授權本行與代收相關銀行和結算公司就此作出安排。

3. 關於定期存款的附加特別條款和細則

本主條款第 B 部分第三章項下的附加的條款將僅在客戶開立定期存款賬戶之時適用。應要求，本行可以自行決定為客戶開立本行同意的幣种的定期存款賬戶。就與外匯相關的條款，請同時參閱本主條款第 B 部分第四章（關於外幣賬戶和交易的附加特別條款和細則）項下的內容。

3.1 定期存款。除非下列另行指明，下列條款將適用於定期存款：

- (a) 存儲於本行的定期存款應當具有同期的存款收據、確認或者其它通知。該等存款收據、確認或收據僅為相關存款的證明但不是其實權之文件，並且不得被用於質押、押記或者設立其它形式的權利擔保。
- (b) 定期存款僅可按照本行不時決定的貨幣種類、最低限額和固定定期限存款。
- (c) 定期存款的利息在整個存款期間是固定的，並且按照本行不時決定的利率計算。在客戶存款之時或者另行要求之時，本行可向客戶提供關於定期存款的詳細規定。
- (d) 除非本行事先同意，定期存款在其到期日前不得提款，但是若到期日不是一個營業日（包括，若定期存款是其它貨幣形式的，在該等貨幣的主要金融中心不是一個營業日），則到期日順延至下一個營業日（包括，若定期存款是其它貨幣形式的，在該等貨幣的主要金融中心是一個營業日），並且利息將不將該等非營業日計算入內。在不限制上述條款的前提下，應客戶的要求，本行可以自行決定允許任何全部或者部分地提早提款，並且本行保留下列權利：
- (i) 就該等被提早提款的定期存款（或其中部分的存款）不支付利息，減扣任何已付的利息或者按照降低的利率支付利息；和/或
- (ii) 收取本行認為合理的費用或者附加其它條款和條件。
- (e) 在到期之時，定期存款項下的款項將被本行按照當時收到的指令處理，包括要求該等款項：
- (i) 按照同樣或不同的期限，本金或者本金及利息同時續存；
- (ii) 全部或者部分地存入本行的一個或多個儲蓄或往來賬戶；或
- (iii) 按照本行指示的其它方式處理；以及
- (iv) 若無任何指示，本行自行決定將該等存款置於客戶的賬戶等待客戶提款（受制於本行在本主條款項下的權利）。

關於港元及美元的定期存款的提款指令必須在到期日（或者本行不時決定的其它交割時間）前一（1）個營業日以書面形式通知本行。其它貨幣形式定期存款的提款指令通常應在到期日（或者本行不時決定的其它交割時間）前兩（2）個營業日的下午兩點前以書面形式通知本行。

(f) 客戶應當在定期存款到期日前的至少一（1）個營業日以書面或其它本行接收的其它形式向本行提供續存或者處置定期存款的指令。除非定期存款續存，在到期日後存款之上不再產生利息。在定期存款每次續存之時，本行將向客戶發出續存確認。若定期存款之上約定了自動續存，在到期日適用的存款利率將適用於下一段存期。若本行未在到期日前受到任何續存或者處置指令，本行可以（但是無義務）按照相同的存期和到期日適用的利率自動續存定期存款（包括其上產生的利息）。

(g) 根據本行的同意，客戶可以要求本行在客戶自行承擔所有風險的前提下，根據建設銀行集團任何其它成員或者本行海外代理行所在的適用法律，將任何定期存款置於建設銀行集團的任何成員或者本行的海外代理行處。

3.2 存款保障。客戶承認並同意，存款期限超過五（5）年的定期存款不受到香港存款保障計劃的保障。

4. 關於外匯賬戶和交易的附加特別條款和細則

本主條款第 B 部分第四章項下的附加條款將僅在客戶開立一種或多種外幣計價的賬戶、或者進行一種或者多種外幣計價的交易之時適用。

4.1 外幣存款和提款。本行無義務：

- (a) 接受外幣紙幣或者硬幣的存款；或
- (b) 支付任何外幣紙幣或硬幣。

4.2 以港元或者其他貨幣支付。本行可以自行決定按照相關時間外匯市場現行的即期匯率（按本行最終的決定）以相關外幣的等值港元額，全部或者部分地從一個外幣賬戶的付款或者贖回以外幣計價的定期存款。若本行在任何時間無法在貨幣市場上取得某種貨幣，本行亦保留按照其決定的現行匯率以本行和客戶同意的其它替代貨幣的等值額，全部或者部分地從一個外幣賬戶的付款或者贖回以外幣計價的定期存款。

4.3 賬戶貨幣兌換。在不限制本第 B 部分第 4.2 條（以港元或者其他貨幣支付）的前提下，若發生了本行認為超越其合理控制的事件且該事件影響或可能影響客戶賬戶的計價貨幣，本行可以自行決定將該賬戶的貨幣按照本行決定的匯率兌換成另外一種本行自行選擇的在當時可自由兌換的貨幣，所有該賬戶的付款均將以新的貨幣計價。

4.4 外幣資金。在本行根據客戶或者客戶代名人的要求付款之時或者客戶在相關國家本行的代理行取款之時，並且（在客戶承擔開支之時）通過電報、郵件、電匯或者電子轉賬從本行在相關國家的代理行提款之時，賬戶內任何外幣資金即變得應付。所有該等資金可能以本行的名義存儲於本行在代理行開立的一個一般賬戶內，但是客戶應自行承擔與該等資金相關的風險，並且遵守所有可能適用於該等貨幣餘額的現在的和將來的法律、法規和其它用途（無論在香港境內或境外）並負責繳納所有該等資金之上的收費或稅款。

1.5 稅務和貨幣風險。客戶理解和接受外幣存款和賬戶以及外幣交易存在匯率風險。特別是，客戶理解並接受下列事項：

- (a) 任何外幣存款的獲利取決於在存款到期或者提款當時適用的匯率；以及
- (b) 不利的匯率變動可能完全抵銷利息收益並減少本金額。

本行不對因下列事項導致的外幣賬戶內資金的貶值負責：稅款或者貨幣貶值，或：基於（i）兌換限制，（ii）徵用，（iii）強制划轉，（iv）各種類型的扣押，（v）政府或者軍事力量的行為，（vi）戰爭、罷工，或者（vii）其它超越本行合理控制的原因，在到期之時或任何時間無法獲得該等資金。另外：

- (c) 若貨幣來源國或地區限制該等貨幣的取得、信貸或者轉讓，本行不應有義務向客戶支付該幣种的貨幣，無論通過該貨幣或者其他貨幣計價的匯票或者現金；
- (d) 若因任何原因，本行無法有效地配置資金，本行無須通知客戶即可保留按其自行決定合適的以下權利：

- (i) 在特定時間內暫停相關資金之上利息的支付；
- (ii) 使用零利率或者負利率；和/或
- (iii) 修改配置時間；和/或
- (iv) 採取任何其它行動，及

(e) 由歐洲貨幣聯盟產生的或者與歐洲貨幣聯盟有關的任何事件（包括歐洲貨幣聯盟解散、一個或多個成員國退出歐共體或者歐洲貨幣聯盟成員的變更），按照本行的意見：

- (i) 限制了歐元的取得、信貸或轉讓；或
- (ii) 使得本行無法或不能履行其關於歐元存款和餘額的義務，

則本行不應為向客戶支付相關賬戶內的資金負責（無論是歐元或者其他貨幣）。

4.6 外匯支票。本行可以（但是無義務）接受外幣支票的存款。本行接受的任何外幣支票均受制於下列條件：

- (a) 在承兌由海外銀行支付的支票時，本行保留決定購買或託收其中任何支票的權利。如本行決定購買支票，本行會按當時本行的買入價承兌，立即將款項存入相關存款賬戶並寄發通知書給客戶，但是上述操作受限於（i）在存入客戶賬戶內的資金可以提款之前需要的清算時間，及（ii）在被拒絕承兌之時本行對客戶的追索權。

- (b) 如本行決定託收支票，本行會根據托收國際商會的統一規則（包括其不時的修改或修訂）項下的規則辦理。待海外銀行支付本行支票款項後，才將有關款項存入客戶的賬戶。
- (c) 如本行所購買的支票被退回或所託收的支票其後根據適用法律所定，需要退還或退款，則本行會由客戶的賬戶支取有關款項，金額將按本行現行的賣出價或原本的買入價計算（以較高者為準），另加銀行決定的任何有關費用。
- (d) 本行徵收任何海外費用（如有），本行會由客戶賬戶支取有關款項，並寄發通知書給客戶。
- (e) 凡於本行不時訂定的截票時間後收到的支票，將於下一個營業日處理。

客戶承認接受外幣支票作為交易的付款或結賬方式可能會涉及風險，包括一些外國司法轄區的法律、法規設定的退款時限會使得即使已經結算並已支付給收款人的結算或託收支票，亦有可能被退回。本行有權要求客戶退還任何被退回或需退款支票的款項。客戶應當就本行為客戶支付或者結算外幣支票而導致的第三人針對本行提起的主張完全地彌償本行並且使本行免受相關的損害。

4.7 美元、歐元和人民幣清算。就本行通過香港的美元、歐元或人民幣清算系統（“**相關清算系統**”）清算或結算（視適用）的美元、歐元或者人民幣的銀行交易（視情況而定），客戶同意下列條款：

- (a) 相關清算系統的運作：(i) 若為美元交易，受制於及其項下的，(ii) 若為歐元交易，受制於及其項下的，(iii) 若為人民幣交易，受制於及其項下的，以及上述規則和程序的不時的修改、補充、替換或者其它形式的修訂（合稱，“**相關的清算系統規則和操作程序**”）。
- (b) 香港金管局不就下列事項直接或間接產生的任何性質的主張、損失、損害或開支（包括營業損失、營業機會的損失、利潤的損失、特別的、間接的或相應而生的損失）（縱使香港金管局知道或者應當知道該等情況的存在）而對客戶或任何其它人負責或承擔任何義務：
 - (i) 香港金管局、清算機構、結算公司或者任何美元、歐元或者人民幣清算所（視情況而言）在管理、操作或使用（包括終止和/或暫停結算機構、美元、歐元、人民幣清算設施或者其它成員）任何美元、歐元、人民幣清算機構或者美元、歐元、人民幣清算設備（或者任何其中任何部分）之時的善意的作為或者不作為；或
 - (ii) 在不影響上述（i）段的前提下，就或根據相關的清算系統規則和操作程序給出的任何通知、建議或者審批。

4.8 人民幣賬戶和交易。以下條款適用於客戶的人民幣賬戶和人民幣交易：

- (a) 遵守適用的人民幣規則及適用的人民幣操作安排。客戶承認人民幣賬戶和人民幣交易在任何時間均受制於適用的人民幣規則和適用的人民幣操作安排，且客戶應當在任何時間均遵守上述規則和安排。在不影響上述的前提下：
 - (i) 對於發出或者接收人民幣電匯或者從中國接受或者向中國匯出款項而言，該等電匯或匯款僅可在遵守了相關的中國機構和/或銀行適用的審批或其它要求之後發出；
 - (ii) 除非本行另行同意，客戶不可以人民幣賬戶內的餘額作為任何銀行信貸的擔保物，並且該等餘額將不在計算任何本行提供的信貸額度之時被計算入內；
 - (iii) 向特定客戶提供部分或所有的人民幣賬戶和人民幣服務可能受制於適用的人民幣規則項下的條款，包括下列條件：
 - (A) 客戶必須擁有有效的香港身份證或從事指定的經營活動；
 - (B) 從人民幣賬戶收付款項以及人民幣支票交易受制於每日的限額或者其它限制或限額；
 - (C) 從人民幣賬戶存付的款項(包括通過從人民幣往來賬戶用支票提款)必須僅能用於指定的目的；
 - (D) 有關於人民幣和港元或者其它貨幣互相兌換的交易亦受制於每日的限額或其它限制或限額；
 - (E) 本行須或者可能向客戶或第三方要求提供證明信息或文件（包括發票、船運單、交通證明或者其它文件）以證明一項實際的或者預期的人民幣交易的真實性和/或以對該等交易進行結算（客戶同意遵守本行不時要求的提供該等信息或文件的合理要求）；或者
 - (F) 不時規定的其它限制或限額；以及
 - (G) 若本行自行認為客戶不符合或者不再符合適用的人民幣規則和適用的人民幣操作安排項下的相關要求，本行可以拒絕為客戶開立賬戶，提

供、暫停或終止相關人民幣賬戶或人民幣服務，拒絕操作相關的人民幣交易或者對相關的人民幣交易進行平倉，並且客戶應當自行承擔由此產生的任何性質的所有損失、開支、費用和收費。並且，客戶就本行因採取上述行為而針對本行提起的或本行產生或承擔的任何性質的行動、訴訟、程序、要求、主張、損失、損害、開支和收費進行彌償。

本行保留不時根據適用的人民幣規則、人民幣清算協議、適用的人民幣操作安排、或者香港市場上通行的限制，對適用於任何人民幣賬戶或人民幣服務的本主條款以及適用於任何人民幣賬戶或人民幣服務的細則（包括費用和收費）和信息進行修改的權利。除非適用的人民幣規則和/或人民幣清算協議另行要求，該等修改應在本行通知客戶後生效，該等通知以展示、廣告或者本行認為合適的其它方式作出。

- (b) 人民幣風險。在不限制本 B 部分第 4.5 條（稅務和貨幣風險）的條件下，客戶承認人民幣交易包含額外的由適用的人民幣規則項下關於貨幣、兌換或者其它控制的規定所產生的可能影響下列事項的貨幣風險：
- (i) 人民幣的可供使用或兌換性，
 - (ii) 某種或所有人民幣交易的可供使用性（包括通過香港或以外的地方兌換或交易人民幣）和/或
 - (iii) 人民幣交易產生的獲利或損失。
- (c) 報告。本行會根據適用的人民幣規則和/或人民幣清算協議的要求，向有關主管機構、清算結算銀行或機構和/或本地代理行匯報所有或任何有關客戶、任何人民幣戶口及/或人民幣服務之交易及資料。除非適用的人民幣規則和/或人民幣清算協議要求，本行毋須事先通知或給予任何理由。
- (d) 最低或最高限額。若按照本行自行的觀點，在操作特定交易後人民幣賬戶的餘額將超過最高限額或者低於最低限額，本行可以拒絕操作指令。若任何人民幣賬戶不再滿足適用的最高或最低限額要求，本行可以（但是無義務）從客戶其它賬戶向該人民幣賬戶轉賬或者從該人民幣賬戶向其它賬戶轉賬以再次符合最高或最低限額的要求（視情況而定）。

5. 關於透支額度的附加特別條款和細則

在本主條款第 B 部分第 5 章中所列的附加條款適用於本行向客戶的任何賬戶提供透支額度的情況。

- 5.1 透支額度。客戶可以向本行申請提供任何透支額度。如本行決定批准該等申請，本行將透過書面方式通知客戶。一項透支額度受制於本行可以隨時要求償還的絕對權利，且本行向客戶提供透支額度是受制於本行在向客戶發出的通知中所記載的條款和條件，或者且僅當本行另行同意時，受制於本主條款。
- 5.2 利息計算及支付方式。本行將按照透支額度的餘額並且（視透支額度的幣種而定）按照一年 365/360 天為基數計算和收取利息。利息按日計算，並從透支額度賬戶中收取。利息可以用現金收取或者計入餘額。
- 5.3 透支利息。本行將按照其通用的基本利率或本行在其通知中或以其他方式告知客戶的其他利率的基礎上增加利差的方式計算及收取利息：
- (a) 就一筆超出本行所不時適用的透支限額的透支額度餘額，自該超額發生之日起直至該筆超支被實際支付之日止；及
 - (b) 就已提取的透支額度而言，如果透支額度到期或未續展，自該等到期或未續展之日起直至償還之日止（如該等違約利率為適用，本行將通知客戶）。
- 5.4 替代利息。如在本行在任何時候認為不能確定利率或利率不能充分反映本行的資金成本，本行有權自行斟酌且無需通知而採用反映本行資金成本的利率（資金成本應由本行根據其賬簿和記錄中顯示的每日餘額加以確定）以替代利率，作為確定利率的基礎。
- 5.5 擔保。如果本行自行決定，是否允許提取一筆透支額度將受制於客戶遞交的一份有效簽署的、為本行所接受資產上（“擔保資產”）設置、以本行為受益人，且按照本行所接受的格式作出的擔保文件文件（“擔保文件”）。如被要求遞交任何擔保文件，客戶理解一旦其未能遵守本主條款，擔保資產將受制於風險，而本行可以佔有和/或實現擔保資產。
- 在不限制第 A 部分第 10.2 條（披露）的前提下，客戶授權本行向任何提供保證或擔保文件的第三方提供全部證明透支額度的相關文件，以及正式要求和賬戶對賬單，以及與透支額度相關的類似資訊。
- 5.6 透支限額。透支額度的累計餘額不得超過經批准的無擔保信貸額度，或擔保資產目前的市場價值乘以本行不時確定適用的貸款比率。一旦該要求未被滿足，本行可以要求（不限制其要求立即償還的絕對權利）：
- (a) 減少透支額度；和/或
 - (b) 立即設置額外擔保或在賬戶中存入額外資金，並受制於擔保文件，

從而恢復符合透支限額的要求，否則本行可以要求立即償還。

本行的貸款比率根據擔保資產的不同類型而有所差別，且本行可以不時決定對其進行變更。

- 5.7 來自擔保資產的支付。 客戶理解，擔保資產項下以任何方式作出、支付或應付的全部利息、股息、分配及其他支付款項或金額應當被付至透支額度賬戶（無論有任何相反的指令），且應被用於償還透支額度。如擔保資產以某外幣計價，本行應按照其屆時適用的匯率將該等金額兌換為港元。
- 5.8 保證回報效果 / 其他產品收益。 如擔保資產包含一項有條件的收益或保證回報（例如，取決於擔保資產被持至到期日），客戶理解並接受，客戶押記擔保資產後，即喪失對擔保資產的控制，並且在發生一項違約後，本行擁有在任何時候無需通知即可實現擔保資產的全部權利，因此，該等收益或擔保回報有可能不被實現。
- 5.9 可提供性。 本行可以在任何時候，自行決定拒絕對透支額度的任何後續提取，而無需提供任何理由，且無論一項透支額度下的最高金額是否已經被足額提取。
- 5.10 定期審查。 除非本行另行同意，全部透支額度將受制於本行的一經要求即立即償還的絕對權利。此外，本行有權自行決定對任何透支額度進行定期審查。無論被停止或續展，透支額度將仍然受制於本主條款。
- 5.11 信貸資料。 客戶授權本行為核實被提供的資訊和/或取得任何其他資訊，在其認為合理需要的時候，無需進一步詢問或取得客戶的同意，不時聯繫包括任何信貸資料機構在內的相關方。在不限制第 A 部分第 10.2 條（披露）的前提下，本行可以向信貸資料機構，以及（在發生違約的情況下）債務追收機構提供資訊（包括個人資訊（如相關））。
- 5.12 取消權。 除非取得本行的事先同意（且受制於本行可能要求的條件），一旦本行開始審查客戶的透支額度申請，客戶不能取消該等申請。如本行自行決定允許取消，客戶應當向本行支付與取消相關的全部成本和費用。
6. **關於外匯服務的附加特別條款和細則**
- 在本主條款第 B 部分第 6 章中所列的附加條款適用於本行向客戶提供的下列外匯服務。**
- 6.1 申贖。 客戶可以不時向本行申請簽訂一份或多份外匯即期或遠期合同（每一份稱為：“合同”）按照客戶要求的金額、匯率及估值日出售和購買外匯。
- 6.2 確認。 本行可以無理由地拒絕接受任何申請。如果本行決定接受任何申請，本行將向客戶出具一份確認合同通知（“確認函”），其中列明所涉及的幣種、金額以及所適用的匯率和估值日。如確認函與本主條款中的條款有任何衝突或不一致，確認函的條款將優先於本主條款中的條款。除非存在明顯錯誤，本行出具的每一份確認函應被視為就相關合同中對客戶具有最終和有約束力的內容。
- 6.3 一般市場慣例的適用。 除本主條款和相關確認函之外，客戶和本行之間訂立的每一份合同將受制於相關外匯市場的一般慣例以及通行的本行的其他適用規則和規例。
- 6.4 擔保。 客戶應向按照本行的不時要求的形式和價值提供現金存款或其他擔保品，用以擔保客戶在每一份合同項下對本行承擔的義務。
- 6.5 合同項下的支付。 客戶應無條件和不可撤銷地，以立即可獲取的資金，在相關合同中所指定的日期，無任何扣減或預扣，向本行足額支付按照合同項下約定應由客戶向出售的貨幣。客戶應向本行提供令其滿意的文件和/或其他證明材料，以證明客戶履行每一份合同的能力。
- 6.6 本行的義務。 本行沒有任何義務與客戶訂立任何特定的合同，如因任何現在或將來的行為、任何政府和其他相關機構的法律或法規、市場情況或本行不能控制的任何原因而導致本行未能遵守其在合同項下的義務，本行不應承擔任何責任。
- 6.7 預付：利息。 客戶還應一經要求立即以適用的幣種向本行支付全部本行預付或本行已付或由本行提供信貸的金額，或者本行就任何合同為客戶而承擔的絕對的或或有的責任。客戶應按照不時確定的利率就本行預付或已付或要求的金額支付利息（在判決之前或之後），直至支付在任何合同項下的全部款項、佣金、收費、成本（法律或其他）和費用或者本行行使與任何合同相關的權利或擔保。
- 6.8 合同的解除。 一旦發生下列任何事件（各稱為：“違約事件”），本行有權，在不經通知客戶且不影響本行的其他權利和補償的情況下，將該等事件作為客戶在全部和每一未執行完畢的合同項下的預期違約，並解除全部或任何該等合同：
- (a) 未履行：未遵守或履行本主條款、相關合同或本行與客戶之間的任何其他協議項下的任何條款；
 - (b) 債務違約：客戶在任何與客戶借款或與其他負債相關的任何協議項下違約或收到違約通知，其借款或其他負債成為應付或可以在其明確到期之前被宣告成為應付或者到期未付；
 - (c) 責任到期：客戶為了任何其他人士不時出具或承擔的任何保證、彌償或其他或有責任在其到期且被要求支付時未被償付，或者客戶為任何其他人士的責任不時提供的任何擔保成為可執行；
 - (d) 錯誤陳述：在本主條款、相關合同或本行與客戶之間的任何其他合同項下或根據該等文件給予、作出或視為由客戶作出的任何陳述或保證在任何本行認為重要的方面，在其被給予、作出或視為由客戶作出之時或者該等陳述在任何事件發生之後被立即重述，而根據該陳述和保證在其被重述時根據屆時的情況將在任何重大方面成為不實、錯誤或具有誤導性；
 - (e) 擔保的損失：與客戶對本行的責任相關的本行所持有的任何擔保的損害和減損或其部分，或者該等擔保的價值或市場價格的減少或貶值（無論是實際產生或是合理預計）；

- (f) **執行程序**：某個債權人控制客戶的全部或任何部分的業務或資產，或任何針對客戶的查封、執行或其他程序；
- (g) **死亡；資不抵債**：客戶死亡，或者任何人提出動議、啓動程序、作出裁決、通過一項有效決議或出具一份旨在通過任何決議的召集會議通知，或者採取任何旨在針對客戶的清盤、破產、接管、重組、解散或破產或者指定客戶的全部或部分業務或資產的清盤人、接管人、管理人、受託人或類似人員的其他措施；
- (h) **支付中止**：客戶一般性地停止或終止向其債權人進行支付，或者不能或承認其沒有能力支付其到期債務，或試圖與其債權人達成和解或其他安排，或者被宣佈或稱為破產或資不抵債；
- (i) **終止營業；徵收**：客戶停止或威脅停止經營其業務或其業務的實質部分，改變或威脅改變其業務的性質或範圍，或者客戶處置或威脅處置其全部或其實質部分的業務或資產，或者任何政府或其他有權機關徵收或威脅徵收其全部或其實質部分的業務或資產；
- (j) **其他方**：就客戶對本行所負的任何責任提供相關保證、擔保或其他信貸支持的任何人士發生上述任何事件，客戶對本行義務的任何共同義務人、通融票據出票人、擔保或保證人，任何證明對本行承擔義務的票據或其他文件之背書人；
- (k) **不合法**：任何法律、法規、判決或裁決（或對其廢除或修改）暫停、改變、終止或豁免或可能暫停、改變、終止或豁免客戶履行其在本主條款、相關合同或任何客戶是為或將為一方的相關協議項下的任何義務；
- (l) **重大不利變化**：在本行看來，客戶或任何為客戶對本行的義務提供保證、擔保或其他信貸支持的人士的業務經營或財務狀況或其履行其為一方或將成為一方的本主條款、任何合同或任何保證、擔保或信貸支持文件項下的義務的能力發生了產生重大不利的變化。
- 一旦任何合同被解除，本行將不再承擔該等合同項下的全部義務，且對任何已經由本行在該等合同項下向客戶支付的任何幣種的任何金額有所有人申索權和/或主張損害賠償。
- 6.9 **合同的取消**。在不影響本行在第 B 部分第 6.8 條（*合同的解除*）項下的權利和補償的前提下，在發生任何違約事件時或在任何時候及之後，本行有權自行決定結清或取消客戶的賬戶上屆時未履行完畢的全部或任何合同。客戶有義務一經要求立即向本行支付任何損失或利潤損失、費用或本行因結清或取消任何該等合同和/或因適用於該等合同的匯率與該等合同結清或取消時適用的匯率之間的差異而可能導致的責任。本行對客戶因該等在不利時機和/或匯率情況下發生結清或取消而產生或導致的客戶的任何損失不承擔任何責任。
- 6.10 **口頭指示**。一份合同可以通過客戶向本行提交的委託書中記載的被授權人以發出書面或電話指示的方式訂立。在電話指示的情況下，本行可以遵照一個能夠證明其作為相應的被授權人的身份的人的指示行事，本行不應被要求就該人士的身份作進一步詢問。客戶確認並同意，誤解或錯誤的風險以及任何指示由未經授權人士作出的風險應當由客戶獨自承擔，且客戶承諾將彌償本行就該等風險而承擔的全部損失或損害。
- 6.11 **客戶的責任**。客戶在此確認，每一份合同應視為由客戶完全依賴其自身的判斷並自擔責任地承擔。客戶在任何時候均無權要求本行就任何來自本行的意見（無論該意見是否客戶要求的）而導致的任何損失承擔責任，除非該等損失是由本行的重大過失或故意不當行為導致。
- 6.12 **彌償**。在不損害第 A 部分第 7.2 條（*一般賠償*）效力的前提下，客戶應一經要求即向本行及其人員、聯繫人和代理人就其因發生一項違約事件或其履行本行在任何合同項下的義務或結清、取消和延期履行任何合同、本行解除任何合同或本行遵循客戶發出的與任何合同有關的任何指示而直接或間接造成、招致或導致全部行動、訴訟、法律程序、申索、要求、損失（包括利潤損失）、額外費用、罰金、責任、收費、費用、成本和損害。
- 6.13 本行的代理人。本行有權就行使本行在本章中或任何合同項下的權利或履行其義務而委任經紀人、代理人 and 聯繫人，並授權他們再授權。本行不應就任何該等人士的疏忽、任何不當行為、遺漏、延遲、違約或無力償債而承擔責任，除非本行明確作出該等授權。
7. **關於電話、傳真、電報及電子指示之彌償的附加特別條款和細則**
- 在本主條款第 B 部分第 7 章中所列的附加條款適用於客戶授權本行依賴及根據任何由客戶或代表客戶通過電話、傳真、電報、電子郵件或其他任何電子形式或電子通訊設備作出或將要作出的指示、通知、要求或其他通訊而行動。**
- 7.1 **指示**。不論客戶與本行之間的任何協議或交易慣例如何規定，客戶授權本行依賴並且根據客戶或任何在委託書項下可能成為客戶的被授權人的人士（或任何今後在一份按照本行不時要求的格式和方式適當完成的授權中獲得授權的人士）透過或將會透過電話（包括手機和無線電話）、傳真、電報、電子郵件或任何其他形式或電子通訊設備（不論是否使用密碼，也不論是現有的還是今後發展出的）不時作出的指示、通知、要求或其他通訊（“**指示**”）而行動，只要根據本行不時有效的政策和程序對該指示的真實性被有效驗證。除上述之外，本行有權（但無義務）將每一指示視為已得到客戶的充分授權且對客戶具有約束力，並且本行沒有任何責任就該等人士的真實性或身份進行詢問。
- 7.2 **本行的依賴**。不論存在一個指示包含任何錯誤、誤解、欺詐、偽造或不明確，本行有權（但無義務）採取本行善意認為合適的與該等指示有關的如下行動：

- (a) 開立、操作（包括任何根據客戶作出的指示而進行的變更）和終止任何賬戶或服務；
- (b) 就賬戶進行任何金額的支付、借記或貸記；
- (c) 開展或清算任何投資以及處置任何金錢、證券或其他文件；
- (d) 提取或終止任何向客戶提供的銀行信貸融通和/或融資和/或其他服務；
- (e) 任何將令客戶受制於任何與本行或任何其他人士之間的協議或安排，或令客戶受制於任何種類的交易或安排的任何其他行動，而不論其性質或涉及的金額。
- 7.3 密碼，身份代碼等。本行可以（但不應有任何責任）要求任何指示必須包含本行可能不時指定的密碼、身份代碼或測試，並且客戶應當僅就任何對該等密碼、代碼或測試的不當使用自行承擔責任。
- 7.4 電子指令。客戶進一步確認和同意，倘若任何指示系通過電子郵件或以任何其他電子形式作出，則無需客戶或任何被授權人的簽字（除非客戶合理地提前通知本行，要求一個或多個電子簽名），並且本行應有權（但沒有義務）視該等不附簽字的指示為視為絕對和充分有效，如同該等指示已經被適當簽署，而沒有責任驗證寄件者的身份。
- 7.5 彌償。有鑒於本行根據本主條款第 B 部分第 7 章行事，且本行依照善意行事，客戶不可撤銷地和無條件地承諾彌償本行及其僱員、人員及代理人與每一指示相關或因每一指示而合理引起的或本行可能合理地直接或間接產生或遭受的任何性質的全部行動、訴訟、程序、申索、要求、損失、責任、損害、成本、支付和費用，除非上述完全純屬是由本行或其僱員、人員或代理人的重大過失或故意不當行為直接導致。在本行或其僱員、人員或代理人存在重大過失或故意不當的情況下，在適用法律最大程度地允許的前提下，如果能夠合理證明損失及其原因，過錯方對客戶的責任將不超過相關指示的金額。在任何情況下，本行或其僱員、人員或代理人不會對任何附帶損害、相應而生的損害、間接損害、特別損害或懲罰性損害或者任何利潤損失承擔責任。本條中的彌償是附加於第 A 部分第 7.2 條（一般賠償），並作為對客戶向本行提供的任何其他損失彌償或保證的補充。
- 7.6 終止。本主條款第 B 部分第 7 章的條款應維持充分有效，除非並且直至本行收到客戶簽署的書面終止通知，且本行有合理的時間對此作出反應。客戶承認，在其發出終止通知之後，客戶在前述合理的時間終止之前仍然承擔其對本行在本章項下作出的任何行為的責任。

8. 關於證券交易服務的附加特別條款和細則

在本主條款 B 部分第 8 章中所列的附加條款適用於客戶開立或維持任何證券賬戶，或從事任何證券賬戶的交易。

8.1 定義。在下列附加特別條款中，除非上下文另有規定：

“**交易所**”指任何經認可的證券交易所或市場，包括聯交所；

“**中央結算公司**”指香港中央結算有限公司；

“**證券**”指本行所接受的，屬於任何團體（不論是否具法團地位）或任何政府機構的或由其發行的任何股份、股額、債權證、認股權證、期權、債權股額、基金、單位信託、債券、票據、與股票掛鈎的票據、存款證或衍生工具或產品（不論其相關資產是證券、指數或其他財產），亦不論其是否在交易所買賣；

“**證券賬戶**”，就本行或其代名人或次託管人持有或將持有的證券而言，指客戶在本行開立和維持的，被客戶不時指定為根據附加特別條款進行的證券交易之目的而持有和接受證券的賬戶，而“**證券賬戶**”指客戶以其名義在本行維持的全部該類賬戶；

“**聯交所**”指香港聯合交易所有限公司；

“**結算賬戶**”，就本行或其代名人或次託管人持有或將持有的證券而言，指客戶在本行開立和維持的，被客戶不時指定持有資金用以結算認購、購買或出售證券和/或用以收取證券項下的利息和本金（如有）和/或支付與任何服務相關的任何費用的賬戶。“**全部結算賬戶**”指客戶以其名義在本行維持的全部該類賬戶；

“**證券交易**”指有關根據本主條款（包括購買、投資、認購、出售、交換或以其他方式處置各類證券的任何協議）從事的任何證券交易。

8.2 法例及規則。全部證券交易須遵守以下各項（及其不時修改之版本）：(a) 全部適用法律，為避免疑問並包括金融監管局、證監會、聯交所和中央結算公司的及任何其他交易所與它們的結算所之組織章程、規則、條例、守則、慣例、行規；(b) 本行之適用營業條款與交易政策及程序（及其不時修改之版本）；及 (c) 本行所用的任何執行買賣盤經紀、結算經紀、代名人或次託管人之適用營業條款。

8.3 佣金、費用及繳費。

- (a) 客戶須在本行通知客戶之期間內向本行作出支付或償付所有由本行不時通知客戶的佣金及收費、稅項、印花稅、徵費（包括聯交所徵收的所有交易徵費及其他徵費）以及其他與證券賬戶或任何證券交易或本行所提供的服務有關之費用和開支。

- (b) 本行可從其替客戶持有的所有款項（包括該等款項之任何累計利息）中，不時作出必要之扣減，以償還或部份償還客戶尚欠本行之所有債務（包括上述第 8.3 (a) 條所述之任何款額），以及本行就證券交易所徵收之費用及收費。
- (c) 本行有權在不向客戶作出任何事先披露的情況下，代客戶進行的一切證券交易（包括但不限於證券的任何出售、購買、認購及／或交易），完全為本行本身的使用及利益而從任何執行買賣盤經紀、結算經紀、代名人、次託管人或其他服務提供者接受及收取任何佣金回扣、利益、經紀佣金減免或佣金的減免，以及／或任何其他利益。

8.4 證券交易。

- (a) 本行可以當事人或代理人的身份與或替客戶進行證券交易。除非在成交單據內已另行註明或已另行知會客戶，否則本行的身份是客戶的代理人。
- (b) 倘某沽盤是有關客戶或（倘客戶是以代理人身份行事時）客戶之當事人不擁有的證券（即賣空）時，客戶在作出沽盤指令時應通知本行。客戶確認，適用法律或可能禁止本行替客戶執行此等交易指令。
- (c) 在不影響第 A 部分第 5.6 條（*正常營業時間期間的經營*）的情況下，本行並無責任在任何情況下就任何於營業日的一般市場終止時間或本行不時決定的其他時間之後收到的指示採取任何行動。
- (d) 客戶確認並同意：
- (i) 基於執行證券交易所所在的交易所或其他市場的交易慣例，本行可能無法經常以"最佳"或"市場"所報的價格執行客戶的指示，只要本行依照客戶的指示執行交易，客戶同意在任何情況下其均受此等交易約束。
- (ii) 任何在相關交易所停止營業或客戶和本行同意在其較後時間之前未能執行的購買或出售證券的指示應視為被自動取消。
- (iii) 本行在適當考慮過市場慣例、適用法律的要求及對所有客戶是否公平之後，可以決定在執行指示時的優先處理次序。
- (iv) 本行可以在沒有事前知會客戶的情況下，將客戶的指示與其他客戶的指示合併執行。如果沒有足夠的證券滿足此等經合併的指示，本行可在適當地考慮市場慣例及對客戶是否公平後，將有關交易向客戶進行分配，但客

戶的指示相對於本行本身賬戶作出的指示將獲優先處理。

- (e) 本行可透過其絕對酌情權確定的任何第三方（包括建設銀行集團之任何成員）執行證券交易或以其他方式履行其在本主條款項下之義務。除非適用法律有所要求，本行不需向客戶披露本行與該等人士之間的條款和細則，且該等條款與條件對客戶應具有約束力。
- (f) 就每一宗證券交易而言，除非本行已代客戶在結算賬戶內持有足夠現金或證券供結算該證券交易及清付全部有關之佣金、徵費及稅項，否則客戶應當在本行通知客戶的期限前向本行交付可即時動用的款項或交付有關證券。倘客戶未能這樣做，本行可以（透過其絕對酌權，且本行沒有任何責任採取該等行動）在遵守適用法律之前提下：(i) (如屬買入交易) 出售所買入的證券；及 (ii) (如屬賣出交易) 借入及/或買入證券以進行交收。客戶應就其未能進行交收結算而導致本行的任何和全部損失和費用向本行承擔責任。
- (g) 客戶會就證券賬戶及結算賬戶內所有拖欠之款項支付利息(包括就某債項而向客戶取得得債裁決後引起之利息)，而利息應按本行不時通知客戶之利率及其它條款計算。
- (h) 本行可因本第 8.4 條及本附加特別條款任何其他條款之需要，在每個情況下，按本行之酌情權確定為在有關日期在有關外匯市場（由本行按其酌情權決定）通行之該匯率進行貨幣兌換。一切外匯風險均由客戶承擔。本行保留收取貨幣兌換手續費之權利。
- (i) 作為第 A 部分第 2.4 條（*客戶的陳述和保證*）的補充，且在不影響該條款的情況下，客戶向本行作如下陳述與保證：
- (i) 除非客戶已經另行書面通知本行且已提供本行所要求之信息，客戶是：(aa) 最終負責發出全部與證券交易相關以及提取或接收證券或分配證券，或行使任何與證券相關的選擇、權利或主張（包括任何公司行動）的指示的人士；及(bb) 將會從該宗證券交易取得商業或經濟收益及/或承擔其商業或經濟風險之人士。沒有其他人士或實體會從任何證券交易取得其商業或經濟收益或承擔其商業或經濟風險。
- (ii) 客戶對客戶存入或交付予本行以供本行保管、出售或作其他用途的一切證券擁有無產權負擔和絕對的實益所有權，而且該等證券並不受任何押記、留置權、信託、不抵押承諾或其他不利的權益及申索所規限。根據現行的市場慣例，該等證券均為合乎規定、有

效和可接受的，而且本行無任何義務承認任何人士（除客戶以外）對該等證券可能擁有的任何權利或權益。

- (iii) 所有該等證券均已繳足款項，並無就該等證券的仍未清繳或應付的任何款項或債務。

此後客戶每次進一步將證券存入本行，均應視為客戶已重複和作出本條所列的陳述和保證。如果本條所列的任何陳述或保證失實，本行有權備記已存入的證券及／或要求客戶替換已存入的證券。本行可隨時購買用作替換的證券，而購買該等替換證券的費用和開支由客戶承擔。

- (j) 作為第 A 部分第 2.4 條（客戶的陳述和保證）的補充，且在不影響該條的情況下，客戶承認並同意：
- (i) 就任何證券交易而言，本行並非作為客戶的投資顧問或任何其他顧問行事，本行亦沒有（並將不會被視為已經）就任何證券或證券交易向客戶作出任何陳述或推介（不論是屬何類別及如何作出）。
- (ii) 客戶並無倚賴本行的任何通訊（不論是書面或口頭的）作為投資意見，或作為進行該通訊所述的證券交易的推介，而且客戶理解，與任何證券有關的任何資料及解釋不應被視為投資意見或進行有關的證券交易的推介。
- (iii) 除非客戶另行書面通知本行，客戶以主事人身分為自己而行事。對於證券交易的風險以及與該等交易有關的任何法律、監管、稅務、會計及經濟後果，客戶已為自己進行評估及／或依賴客戶認為適當的獨立第三方顧問的意見。
- (iv) 客戶在進行任何證券交易之前已仔細審閱並且將會仔細審閱其具體財務需要及投資目標，並且客戶已根據其自己的判斷及其認為適當的獨立第三方顧問的意見，就進行有關的證券交易的合法性、適合性及適當性作出自己的獨立決定。
- (k) 不論本主條款中的任何其他條款如何規定，客戶在此授權本行處置其在證券賬戶中持有的任何證券，用以解除客戶對本行、本行的代名人或任何第三者所負的任何責任。

8.5 記錄。在不影響第 A 部分第 14.3 條（指示/通訊的記錄）的前提下，客戶確認，客戶與本行之間的任何口頭通訊和客戶的指示有可能被錄音，且在法律允許的範圍內，有關之錄音將為有關通訊的內容及性質和客戶的指示之不可推翻的證據。

8.6 新上市證券。如果客戶要求本行作為其代理人就證券在交易所的新上市及／或發行而申請認購證券，下列條款將適用：

- (a) 客戶特此授權本行代表其作出上述申請。
- (b) 客戶將熟習並且遵守證券新上市及／或發行的招股章程及／或發售文件以及申請表格或任何其它有關文件所載的、管轄證券之新上市及／或發行以及該等新證券之申請認購的所有條款和細則，而且客戶同意受該等條款和細則所約束。
- (c) 客戶特此向本行作出認購新上市及／或發行證券的申請者須作出的所有陳述、保證及承諾（不論是向有關證券之發行人、保薦人、包銷商或配售代理人作出，還是向交易所或任何其它有關監管機構或有關人士作出）。
- (d) 客戶特此進一步聲明及保證，並授權本行在任何申請表格（或其它文件）上向交易所披露及保證，並在適當時向任何其它人士披露及保證，本行作為客戶的代理人而作出的任何上述申請，乃客戶或代表客戶所作的唯一申請，也是有意作出的唯一申請，該申請的受益人為客戶，或客戶為其利益而作出申請的人士。客戶承認並接受，本行及有關證券的發行人、保薦人、包銷商及配售代理人、交易所或任何其它有關監管機構或有關人士，將會就本行作為客戶的代理人而作出的任何申請依賴上述聲明及保證。
- (e) 客戶承認，由一家其主要業務為買賣證券而且客戶對其行使法定控制權的非上市公司所作的任何申請，應視為為客戶的利益而作出的申請。
- (f) 客戶承認並理解，關於申請認購證券的法律及監管要求及市場慣例可能不時變更，而任何具體的證券新上市或發行的要求亦可能不時變更。客戶承諾按照本行的酌情權不時確定的法律及監管要求及市場慣例，向本行提供所需的資料，採取所需的其它步驟及作出所需的其他陳述、保證及承諾。
- (g) 就客戶或其代理人所作的大批量申請，客戶確認並同意：
- (i) 該大批量申請可能因與客戶及客戶的申請無關的理由而被拒絕。在本行並無嚴重疏忽或故意的不當行為的情況下，本行或其代理人均不因上述拒絕而招致任何責任；及
- (ii) 若該大批量申請乃由於客戶違反陳述、保證及／或承諾或因涉及客戶的其它因素而被拒絕，則客戶須彌補本行。客戶確認其還可能因該違約或該等其它因素而對受影響的其它人士負責。

8.7 資料披露。

- (a) 客戶確認並同意：(a) 在開戶申請時提供之資料（包括任何委託書、身份證明以及與證券賬戶申請相關的提交給本行的文件資訊）為完整及準確的資料；(b) 客戶會就該等資料的任何重大更改，盡快通知本行。
- (b) 客戶應就其財政狀況的任何重大不利變更，或其投資目標的更改，通知本行。客戶授權本行，按本行的酌情決定，取得關於客戶的授信情況和業務的報告。
- (c) 本行將會就下列事項的任何重大變更通知客戶：(a) 本行業務之名稱及地址；(b) 本行在證監會之註冊身分和本行的 CE 編號；(c) 本行提供的服務的性質之說明；(d) 客戶付給本行報酬（例如佣金、經紀費用和其他任何收費和費用）之說明及該付款之依據；或 (e) 如適用，關於保證金要求、利息收費、追繳保證金通知以及無須得到客戶同意而為客戶平倉的情況的詳情。
- (d) 在不影響第 A 部分第 10 條（處理客戶資訊）的前提下，客戶明確同意本行或任何其他委任得服務提供者（包括任何執行或買賣盤經紀、結算經紀、代名人或次託管人）可以遵照任何交易所或其他監管或監督機構（包括金融監管局和證監會）、政府機構或團體（不論是否具有法律效力）對資料的需要或要求而提供：
- (i) 任何證券交易或客戶持有的證券的詳細情況；或
- (ii) 任何其他關於客戶、客戶賬戶和證券的資訊（包括詳細身份資訊）、文件或記錄
- 給予該等交易所、監管或監督機構、政府機構或團體，或以協助該等交易所、監管或監督機構、政府機構或團體進行任何調查或查詢。
- (e) 就衍生產品而言，本行應按要求向客戶提供產品的說明書及涉及該等產品的任何招股章程或其它發售文件。

8.8 **客戶身份。** 倘客戶為其當事人進行證券交易，客戶特此同意，當本行在收到香港任何監管機構（包括聯交所和/或證監會）（“**香港監管機構**”）提出有關該交易的查詢時，本第 8.8 條的下列條款將適用：

- (a) 客戶應在本行提出要求時，即時將該名使用其賬戶進行證券交易之當事人及在該交易內的最終受益人和/或提出該交易的任何第三者的身份、地址、職業及聯絡資料（“**有關詳情**”），通知香港監管機構。

- (b) 在不損害第 8.8(a)條的同時，倘客戶為某投資基金或計劃或授權買賣戶口或信託而進行證券交易，客戶應在本行提出要求時，即時將該計劃、基金、賬戶或信託的有關詳情及代表該計劃、基金、賬戶或信託指令客戶進行該交易的人(如適用者)之有關詳情，通知香港監管機構。此外，在客戶對該等計劃、基金、賬戶或信託進行任何證券交易之酌情權被中止後，客戶應即時通知本行，並應在本行提出要求時，將發出中止指令的人士之有關詳情即時通知香港監管機構。
- (c) 在不損害第 8.8(a)條的同時，倘客戶知悉，其當事人是作為背後當事人（“**最終當事人**”）的仲介人，但客戶不知道該最終當事人的有關詳情，則客戶確認其：
- (i) 與其當事人有安排，使客戶可在收到要求時，即時可從其當事人中取得此等資料；及
- (ii) 會在本行提出要求時，迅速向當事人要求提供該等資料(該人士為發出指令進行該交易者)，並在收到有關資料時，立即轉交香港監管機構。
- (d) 客戶確認，在必要的情況下，已取得其當事人或其他有關人士的所有同意或豁免，將上述第 8.8(a)至(c)條所述的資料透露給香港監管機構。特別是，如果客戶為其他人士進行證券交易而客戶位於一個設有客戶保密法律的司法管轄區，客戶確認其當事人和相關人士已經就香港監管機構的任何詢問放棄了客戶保密法律項下的利益。客戶確認，該等放棄在該等司法管轄區有效並具有法律約束力。
- (e) 如香港監管機構所要求的資訊未能在兩（2）個營業日內被提供，本行可以應香港監管機構要求將任何未平倉的合約平倉和/或暫停提供任何服務，而本行不會對客戶因此遭受的任何損失承擔責任。
- (f) 本第 8.8 條的規定在賬戶和/或服務終止後仍然有效。

8.9 重大利益。

- (a) 客戶確認，本行和/或建設銀行集團之任何成員可能有的某些利益、關係或安排，是對代表客戶進行之任何證券交易或有關之證券有重大關係的，包括為本行、建設銀行集團之任何成員或其任何當事人之利益持有與客戶指令相反的倉。
- (b) 當本行在與客戶進行或為客戶進行的交易中擁有重大利益，引致實際或潛在利益衝突時，本行不應就該交易提供意見，亦不應進行交易，除非其已事先將該重大利益或衝突向客戶披露，而本行亦已採取所有合理步驟確保客戶受到公平對待。

- (c) 在本第 8.9 條獲得遵守的前提下，本行或建設銀行集團之任何成員均沒有責任需披露或交代其就任何該等交易而得到之任何利潤。
- 8.10 **終止。** 在不影響第 A 部分第 12 條（終止或暫停賬戶或服務）的前提下，在根據本主條款終止證券賬戶和/或服務時：
- (a) 客戶在本主協議之下尚欠的所有金額（不論是實際的還是或有的）應成為即時到期應予支付；
- (b) 儘管客戶有不同之指令，本行已再無責任替客戶安排買賣證券；
- (c) 本行獲授權按其酌情權及在受適用法律規限的情況下：（1）取消代表客戶作出的任何未完成的指令或任何其他承諾；（2）結束客戶與本行之間的任何合約，購入證券補客戶短倉，或售出證券平客戶長倉；（3）以任何方式出售、處置或處理賬戶內的任何證券及客戶存於本行的任何抵押品。

8.11 **風險披露聲明。** 客戶已經閱讀、充分理解且同意下列風險披露聲明：

- (a) **證券交易的風險** 證券價格有時可能會非常波動。證券價格可升可跌，甚至變成毫無價值。買賣證券未必一定能夠賺取利潤，反而可能會招致損失。
- (b) **期貨及期權交易的風險** 買賣期貨合約或期權的虧蝕風險可以極大。在若干情況下，客戶所蒙受的虧蝕可能會超過客戶最初存入的保證金數額。即使客戶設定了備用指示，例如“止蝕”或“限價”等指示，亦未必能夠避免損失。市場情況可能使該等指示無法執行。客戶可能會在短時間內被要求存入額外的保證金。假如未能在指定的時間內提供所需數額，客戶的未平倉合約可能會被平倉。然而，客戶仍然要對客戶的賬戶內任何因此而出現的短欠數額負責。因此，客戶在買賣前應研究及理解期貨合約及期權，以及根據其本身的財政狀況及投資目標，仔細考慮這種買賣是否適合客戶。如果客戶買賣期權，便應熟悉行使期權及期權到期時的程序，以及客戶在行使期權及期權到期時的權利與責任。
- (c) **買賣創業板股份的風險** 創業板股份涉及很高的投資風險。尤其是該等公司可在無需具備盈利往績及無需預測未來盈利的情況下在創業板上市。創業板股份可能非常波動及流通性很低。

客戶只應在審慎及仔細考慮後，才作出有關的投資決定。客戶確認及理解，創業板市場的較高風

險性質及其他特點，意味著這個市場較適合專業及其他熟悉投資技巧的投資者。

現時有關創業板股份的資料只可以在聯交所所操作的互聯網網站上找到。創業板上市公司一般毋須在憲報指定的報章刊登付費公告。

假如客戶對本風險披露聲明的內容或創業板市場的性質及在創業板買賣的股份所涉風險有不確定或不明白之處，應尋求獨立的專業意見。

- (d) **在香港以外地方收取或持有的客戶資產的風險** 本行在香港以外地方收取或持有的客戶資產，是受到有關海外司法管轄區的適用法律及規例所監管的。這些法律及規例與《證券及期貨條例》（香港法例第 571 章）及根據該條例制定的規則可能有所不同。因此，有關客戶資產將可能不會享有賦予在香港收取或持有的客戶資產的相同保障。
- (e) **提供代存郵件或將郵件轉交第三方的授權書的風險** 假如客戶向本行提供授權書，允許其代存郵件或將郵件轉交予第三方，那麼客戶便須盡速親身收取所有關於客戶的有關賬戶的成交單據及結單，並加以詳細閱讀，以確保可及時偵察到任何差異或錯誤。
- (f) **在聯交所買賣納斯達克—美國證券交易所證券的風險** 按照納斯達克—美國證券交易所試驗計劃（“試驗計劃”）掛牌買賣的證券是為熟悉投資技巧的投資者而設的。客戶在買賣該項試驗計劃的證券之前，應先諮詢本行意見和熟悉該項試驗計劃。客戶應知悉，按照該項試驗計劃掛牌買賣的證券並非以聯交所的主機板或創業板作第一或第二上市的證券類別加以監管。
- (g) **提供將客戶的證券抵押品等再質押的授權書的風險** 向本行提供授權書，容許其按照某份證券借貸協議書使用客戶的證券或證券抵押品、將客戶的證券抵押品等再質押以取得財務通融，或將客戶的證券抵押品存放為用以履行及清償其交收責任及債務的抵押品，存在一定風險。

假如客戶的證券或證券抵押品是由本行在香港收取或持有的，則上述安排僅限於客戶已就此給予書面同意的情況下方有效。此外，除非客戶是專業投資者，客戶的授權書必須指明有效期，而該段有效期不得超過十二（12）個月。若客戶是專業投資者，則有關限制並不適用。

此外，假如本行在有關授權的期限屆滿前最少十四（14）日向客戶發出有關授權將被視為已續期的提示，而客戶對於在有關授權的期限屆滿前以

此方式將該授權延續不表示反對，則客戶的授權將會在沒有客戶的書面同意下被視為已續期。

現時並無任何法例規定客戶必須簽署這些授權書。然而，本行可能需要授權書，以便例如向客戶提供保證金貸款或獲准將客戶的證券或證券抵押品借出予第三方或作為抵押品存放於第三方。本行應向客戶闡釋將為何種目的而使用授權書。

倘若客戶簽署授權書，而客戶的證券或證券抵押品已借出予或存放於第三方，該等第三方將對客戶的證券或證券抵押品具有留置或作出押記。雖然本行根據客戶的授權書而借出或存放屬於客戶的證券或證券抵押品須對客戶負責，但上述的違責行為可能會導致客戶損失證券或證券抵押品。

本行有提供不涉及證券借貸的現金賬戶。假如客戶不需要使用保證金貸款，或不希望本身證券或證券抵押品被借出或遭抵押，則切勿簽署上述的授權書，並可要求開立現金賬戶。

- (h) **關於電子交易服務的風險** 客戶承認，由於無法預料的網絡擠塞及其他原因，互聯網或其他電子或電訊媒介本來並非可靠的通訊媒介，而且透過互聯網或其他電子或電訊媒介進行的交易可能會發生以下情況：(i) 任何或所有證券買賣交易的指示或其他訊息的傳送和接收可能出現故障或被延誤，及 (ii) 指示可能沒有被執行或被延誤執行，或執行指示所依據的價格與客戶發出指示時的價格不同。

客戶承認，系統有其相關的風險（包括硬體和／或軟件故障），而且任何該等系統故障可能導致客戶的指令不能按照客戶指示被執行或者完全不能被執行。客戶承認，任何或所有證券交易指示的傳送有發生中斷、失真、遺漏、停頓或被截取以及被誤解或任何溝通失誤的風險。

- (i) **投資債務證券的風險** 根據債券條款須向客戶支付利息、本金及其他款項或須向客戶交付任何證券或相關資產的責任，或根據債券條款須對客戶負上的任何其他義務，乃由債券發行人（或根據該債券條款須予負責的任何其他人士）承擔。除非本行是發行機構，否則該等責任及義務並非本行的責任及義務，而除非本行是發行機構，否則本行無須負責確保該等責任及義務獲得履行。本行就證券交易服務的全部責任載明於本主條款。

若債券並非“保本”性質，投資本金將不獲保證，客戶最終可能取回：(i) 少於投資本金的款額；或(ii) 價值遠低於投資本金的資產。若債券屬“保本”性質，意思是只有產品的收入或其他

回報會隨著相關資產價值的走勢等因素而波動，本金將於到期日全數償還。但是本金可能只在某程度內或只在履行若干條件（例如沒有發生提早終止事件）之下才獲得保證。投資者應仔細審閱每種債券的條款及細則，以評估其可獲保本保證的程度。

- (j) **相關資產的表現的風險** 投資於結構性產品，並不同於投資於相關資產，客戶對於該等相關資產無任何權利。相關資產的價值可跌可升。過去的表现不一定是將來表现的指引。然而，相關資產的表现對結構性產品的價值將有直接的影響。本行沒有對相關資產進行任何調查或審查，且不會在任何時候進行任何此種調查或審查，亦不會就相關資產的表现或其選擇作出任何擔保或明示或默示的保證。

9. 關於託管服務的附加特別條款和細則

在本主條款 B 部分第 9 章中所列的附加條款適用於客戶就存於本行的證券託管服務，或本行就客戶在任何證券賬戶中的證券向客戶提供保管服務。

9.1 定義。在本附加特別條款中，除非另有規定：

“中央結算系統”指由中央結算公司設立及管理的中央結算及交收系統。

“中央結算系統保管人”指中央結算公司委任提供中央結算系統保管人和存管人服務的人士。

“中央結算系統代名人”指中央結算公司的代名人公司或中央結算公司委任提供中央結算系統代名人服務的其他人士。

“託管賬戶”，就本行或其代名人或次託管人所持有或將持有的證券而言，指客戶在本行開立並維持的，被客戶不時指定用以持有或接受證券的賬戶，包括任何客戶在本行開立並維持的證券賬戶，並且“全部託管賬戶”指客戶在本行持有的全部該等賬戶；

“合資格證券”指中央結算公司不時指定和接受以在中央結算系統存放、交收及結算的該等證券。

“交易所”指任何經認可的證券交易所或市場，包括聯交所。

“中央結算公司”指香港中央結算有限公司。

“記名證券”指客戶根據本主條款 B 部分第 9 章存入本行並交由本行保管的證券。

“證券”指本行所接受的，屬於任何團體（不論是否具法團地位）或任何政府機構的或由其發行的任何股份、股額、債權證、認股權證、期權、債權股額、基金、單位信託、債券、票

據、與股票掛鈎的票據、存款證或衍生工具或產品（不論其相關資產是證券、指數或其他財產），亦不論其是否在交易所買賣；

“證券賬戶”，就本行或其代名人或次託管人持有或將持有的證券而言，指客戶在本行開立和維持的，被客戶不時指定為根據本主條款 B 部分第 8 章進行的證券交易之目的而持有和接受證券的賬戶。而**“全部證券賬戶”**指客戶以其名義在本行維持的全部該等賬戶；

“結算賬戶”，就本行或其代名人或次託管人持有或將持有的證券而言，指客戶在本行開立和維持的，被客戶不時指定持有資金用以結算認購、購買或出售證券和/或用以收取證券項下的利息和本金（如有）和/或支付與任何服務相關的任何費用的賬戶。**“全部結算賬戶”**指客戶以其名義在本行維持的全部該類賬戶。

9.2 **託管服務。** 本行特此獲得委任及授權，按本附加特別條款就託管賬戶內持有或將持有的所有證券為客戶履行保管服務。

9.3 **證券託管。** 就託管賬戶內由本行持有或將持有的所有證券而言，客戶特此授權本行：

- (a) 以客戶的名義或本行的代名人或次託管人（包括建設銀行集團的任何成員）的名義登記證券；
- (b) 將證券存入一個在認可機構或其他證監會批准的機構的指定賬戶，以妥為保管；
- (c) 就合資格證券而言，將本行按其絕對酌情權確定數量的合資格證券，以香港中央結算公司的名義或以中央結算系統代名人的名義存入或登記或重新發行的形式，存入中央結算系統保管人；及／或
- (d) 就在海外交易所買賣的證券而言，將本行按其絕對酌情權確定數量的合資格證券存入海外保管人，但須受該存管處或有關的結算系統的規則、規例、規定及程式所規限。

9.4 **代名人和次託管人的任命。** 本行特此被授權任命代名人和次託管人履行其在本主條款第 9 章中的義務。

9.5 **證券的存入。** 本行保留要求客戶提供證券的所有權文件，拒絕存入證券，拒絕接受證券轉存或在任何時候無需提供任何理由地向客戶退還在本行存入的證券（在該等情況下，客戶應接受退還的證券）的權利。

9.6 **本行的權利。** 本行、本行的代名人及次託管人有權（但無義務），不經事先通知客戶或取得客戶的同意，採取按照本行的絕對酌情權認為對本行提供任何服務和/或行使其在本主條款下的任何權力所必要、需要或有所便利的行動：

- (a) 如任何規管證券或本行或其代名人或次託管人的經營的適用法律要求，代客戶（作為該等證券的所有人）完成及交付與該等證券有關的任何所有權證明書、聲明或資料；
- (b) 在任何證券到期收取應付款項或（如證券在到期之前）提出贖回要求時交出證券；條件是，如果證券在到期前提出贖回要求，本行或其代名人或次託管人概無責任交出證券以備贖回，但如果客戶在贖回要求提出後向本行發出交出證券的書面要求，則除外；
- (c) 遵守任何要求本行、本行的代名人或次託管人採取或不採取任何行動或保護客戶（包括在當時的市場情況下出售或處置任何或全部證券）的適用法律；
- (d) 代表客戶，抵扣和/或支付任何與證券相關的款項、稅款或征款；
- (e) 根據本行的法律顧問、會計師或其他專業顧問的意見或建議行事，但不就該等顧問的任何行動或疏忽承擔責任；
- (f) 以暫定或臨時形式的任何證券換取確定格式的證券；
- (g) 完全為了本行自身的利益而出售或處置客戶有權享有的零碎股份；及
- (h) 從事任何為提供服務必要的或附隨的行動和事項。

9.7 **股息和其他支付。** 客戶特此同意授權本行根據本附加特別條款代其收取已存於本行的證券項下實際向本行、本行的代名人或次託管人支付的股息、利息及其他收入或資本，並採取本行或其代名人或次託管人認為對進行上述收取而言是適當的行動，一切費用及開支概由客戶自行承擔。本行應在所收取的款項扣除就收取上述各項所招致的一切合理費用及開支後，將餘額貸記入結算賬戶或保管賬戶（視情況而定）。如果本行為其客戶持有大量的相同證券，而客戶的證券構成該持股量中的一部分，則客戶應有權就其在總持股量中所佔的份額按比例分享利益，而本行有權酌情確定該等利益分配時按若干小數位或其他方式進行四捨五入。

9.8 **公司行動。** 如果客戶被要求就任何涉及付款、提交證券或收購或認購證券的權利或義務（該等權利或義務是由於客戶的證券根據本附加特別條款由本行或其代名人或次託管人所持有而產生的）的交易或事宜而作出選擇，則以下規定應適用：

- (a) 如果客戶有所指示，本行應作出合理努力將客戶的選擇告知發行人（或由客戶指示的其他人），但本行不保證發行人或相關人士會收到或在指定的時間之前收到有關通知，且在任何情況下，除非本行已在其要求的時間內收到馬上可動用的資金，本行沒有義務如此行動。

(b) 如果客戶沒有向本行作出指示，則：(i) 如果涉及付款、提交證券或收購或認購證券之權利的任何交易或事宜，而該等權利並非必須的，則應不可推翻地視為客戶已不可撤銷放棄其有關該等交易或事宜的全部權利及享有權，而且本行有權以其自己的權利處理該等交易或事宜；(ii) 如果涉及付款、提交證券或收購或認購證券的義務，或涉及付款、提交證券或收購或認購證券的權利（而該等權利是必須的）之交易及事宜，本行有權且特此獲授權按其絕對酌情權決定進行以下任何一項：(1) 將該金額借記入保管賬戶和/或結算賬戶，或者，如果結算賬戶的資金不足，則將該金額借記入客戶在本行的任何賬戶，不論該賬戶是儲蓄賬戶、往來賬戶、定期存款（不論其是否已到期）賬戶；或 (2) 從已進行的交易之所得收入（如有的話）扣除該金額；或 (3) 將部分記名證券變現，以籌措足夠資金就該等義務或必須的權利進行結算；或 (4) 代客戶支付該等義務或必須的權利，而支付的款項應是墊付給客戶並以記名證券作為抵押，並且客戶應按要求，連同其利息一併償還，利息應按本行合理確定的利率及方式計算，亦以記名證券作為抵押；及 (iii) 在任何其他情況下，本行獲授權按其絕對酌情權採取或不採取其真誠地相信為適當或適宜的任何行動。

(c) 如果客戶根據任何證券的條款和條件被要求就接受現金或證券（或任何現金和證券的組合）作出選擇，客戶應在本行指定的時間之前告知本行其選擇。本行沒有責任或義務通知客戶在指定的時間之前作出選擇，也沒有責任或義務為客戶作出選擇。倘若客戶未能在指定的時間之前作出證券項下的選擇，客戶特此授權本行選擇證券項下的全部現金支付，且本行不應就其按照該等授權行事導致客戶遭受的任何損失或費用而承擔責任。

除上述規定外，在任何情況下，本行及其代名人或次託管人沒有義務為客戶作任何選擇。

3.9 **通知和通訊。** 除非本附加特別條款有規定或經本行另行同意外，本行或其代名人或次託管人概無義務或責任進行下列事項：(a) 將所收到的通知及通訊轉交予客戶，而且對於沒有在足夠時間內將任何該等通知或通訊所述的任何事宜通知客戶以便客戶向本行發出指示，本行或其代名人或次託管人亦不承擔義務或責任；(b) 就催繳要求、轉換、要約、贖回、股息、息票、付款或任何其他事宜進行查明或通知客戶或採取任何行動；(c) 向客戶發出本行收到的關於證券的代表委託書，或就收到該代表委託書向客戶發出通知。

9.10 **代表委託書。** 客戶可委任本行或其代名人或次託管人作為委託代表或代表，以出席證券持有人會議並在會上投票或作其他類似用途。除非客戶在有關事件的日期前至少五 (5) 個營業日向本行發出指示，並且本行或其代名人或次託管人已就本行或

其代名人或次託管人因而將會或可能會合理地招致的任何和一切費用、開支或法律責任獲得本行合理滿意的彌償及/或保證，否則本行無義務按客戶的指示行事。

9.11 **投票。** 除上文本 B 部分第 9.10 條（代表委託書）規定者外，本行或其代名人或次託管人應有權就出席有關任何證券的會議或在會上投票，或就證券的任何認購、轉換或其他權利，或就任何合併、綜合、重組、接管、破產或無償債能力的程式、與此有關的債務妥協或債務償還安排或任何證券的存放或其他事項，按本行的酌情權決定行事。本行或其代名人或次託管人概無責任就上述各項進行調查或參與其中或採取任何行動贊成上述各項。

9.12 **提取證券。** 客戶可以隨時經提前至少一 (1) 個營業日按照本行要求的形式和方式向本行發出書面通知而提取證券，但條件是：

(a) 如果任何證券正在辦理轉讓給本行的代名人或次託管人並以其名義登記的過程中，或任何證券已經提交登記或重新發行在中央結算公司或中央結算系統的名下，則在該等證券已適當登記或成為可供從中央結算系統保管人提取之後，而且本行或其代名人或次託管人已收取該等證券之前，客戶無權提取該等證券；

(b) 如果客戶對本行負有任何債務，而如果本行酌情決定任何提取可能會影響或損害其就該等債務而對客戶享有的權利，則客戶可能不獲准進行任何有關提取；(c) 只要所歸還的證券與原來為本行接受的那些證券屬同一類別、面額及面值而且享有同等權益，本行即無責任向客戶歸還帶有號碼與交付予本行的證券之號碼相同的證券，但始終須受其間可能已發生的任何資本重組所規限；

(d) 所提取的任何類別的記名證券應為該類別證券的最低面額（不論是以一手股數或其他單位的）倍數；及

(e) 就提取合資格證券而言，於客戶提出要求時：

(i) 可以提取記名方式的合資格證券，而且如果可以獲得所要求的證書的種類及數量，客戶可選擇提取該等證券的新證書或舊證書，而且該等證書的提取應以一手股數或中央結算公司指明的其他面額為單位；或

(ii) 可透過將合資格證券轉到另一個中央結算系統參與者的賬戶而提取合資格證券，在這種情況下，客戶被視為已於本行執行合資格證券的指示時提取合資格證券，而本行概無責任確保該等合資格證券是由客戶指明的中央結算系統參與者收到，亦無責任與該參與者確認其是否按客戶的指令持有合資格證券。

- 除上述本 B 部分第 9.12(c)(ii) 條規定者外，本行將證券交付予獲授權人士或在客戶發出的交付指令上註明的其他指定人士或（如交付指令上並無註明指定人士）交付指令的持有人時，應絕對地解除本第 9 條項下本行就該等證券的一切法律責任；但條件始終是，不論上文規定如何：本行保留權利要求客戶親自提取。
- 9.13 將證券轉移至證券賬戶。 倘若客戶根據本主條款 B 部分第 8 章（證券交易服務的附加特別條款和細則）在本行維持一個或多個證券賬戶，客戶特此明確授權本行在其認為為了按照本主條款 B 部分第 8 章為任何證券交易（如該詞語在本主條款 B 部分第 8 章中所定義的含義）進行交收結算或償還客戶或以客戶之名義對本行、本行的代名人或任何第三人的責任而需要時，將客戶的託管賬戶中的證券轉移至證券賬戶。
- 9.14 費用和收費。 客戶應按要求向本行支付本行不時釐定的一切保管費，以及本行就履行其在本協議書下的職責而招致的一切費用、開支、收費及代墊付費用，且本行有權從客戶在本行開立的任何賬戶中扣除客戶所欠向本行的任何款項。
- 9.15 客戶的風險。 客戶同意，根據本附加特別條款存於本行的證券的一切風險概由客戶自行承擔，但如因本行或本行的代理人或僱員的嚴重疏忽或故意的不當行為而使客戶蒙受損失或損害，則除外。在任何情況下，本行的法律責任應以第 A 部分第 7 條（一般賠償及責任排除）所述的範圍為限。
- 9.16 無責任查證擁有權或所有權。 本行、本行的代名人和次託管人無責任查證或確實任何證券的擁有權或所有權的效力，亦無須就擁有權或所有權的任何缺陷承擔責任。
- 9.17 外國人擁有證券。 在限制外國人士擁有證券的司法管轄區，本行、本行的代名人和次託管人無責任核實證券擁有人的國籍，或所存放的證券是否已獲批准由外國人擁有，除非客戶作出特別指示。
- 9.18 本行的責任。 對於證券發行人或任何其他人士延遲履行或沒有履行對客戶（作為證券持有人）須履行的任何責任及義務，本行（除非本行作為證券的發行人負有義務）或本行的任何代名人或次託管人概不負責。若證券發行人或該其他人士就本行或本行的代名人和次託管人就其為客戶持有的證券欠付的金額或證券數量，與本行或本行的代名人和次託管人就該等證券實際收到的金額或證券數量有差異，本行或本行的代名人或次託管人（視情況而定）擁有絕對酌情權暫緩或延遲支付或交付（視情況而定）客戶，直至收到正確金額或正確數量的證券之時為止。在證券發行人或證券進行買賣的交易所或進行結算的結算系統經營者要求下，本行可要求預支付或付還，而客戶亦同意支付或付還任何之前已就該證券發行人所發行的，在該交易所買賣的或透過該結算系統結算的證券支付或交付予客戶的款項或證券，客戶並授權本行從結算賬戶、保管賬戶或任何其他賬戶中扣除上述金額。
- 9.19 無受託。 客戶確認及同意，本行根據本主條款提供託管和/或其他服務，不構成本行就任何證券作為客戶的受託人，但以本行或本行代名人名義登記的證券除外，在該情況下，本行或本行的代名人將僅作為被動受託人。除本主條款所載外，本行無需就證券承擔任何其他責任。
- 9.20 進一步保證。 如本行認為為了便於其提供保管和/或本主條款下的其他服務以及其行使本主條款下的權力和權利而要求客戶簽署某些文件和採取某些行動，客戶應在本行提出要求後立即辦理。
- 9.21 關閉賬戶。 不論本主條款有任何其他條款，本行有酌情權隨時在提前發出十四 (14) 日書面通知後結束託管賬戶，而無須就此給予任何理由；上述通知到期時，本行應以掛號郵件的方式將證券交還，一切風險及開支概由客戶自行承擔，而且客戶應立即接受該等證券的交付。
- 10. 關於代存郵件服務的附加特別條款和細則**
- 在本主條款 B 部分第 10 章中所列的額外條款適用於客戶要求代存郵件服務。***
- 10.1 代存郵件服務。 如客戶要求，本行可以按照本附加特別條款，由客戶承擔風險，代存全部本行就客戶所指定的賬戶向其發送的賬單、通信、報告、通知以及任何其他資訊（在此處明確排除對客戶提出要求的通知）（“**郵件**”）。本行保留酌情拒絕提供任何代存郵件服務的權利，而無需說明任何理由。
- 10.2 客戶的確認。 在不限制上文第 B 部分第 10.1 條（代存郵件服務）的適用的情況下：
- (a) 客戶特此明確確認，客戶未能及時或並無領取郵件，可能引致法律後果或可能影響客戶於本行的權利。客戶亦明確隨時消滅或其他原因客戶可能對某項權利及機會放棄，並可能於郵件內所指事項產生某種債項或額外支出、罰款或損失。客戶同意承擔該等風險。
- (b) 客戶明確同意，客戶不知道本行根據本附加特別條款代存的任何郵件的內容，不能因此（且客戶放棄以此）而作為在所有法院就本行之任何索償而提出的辯護理由。
- (c) 不論本主條款有任何關於發送通知的規定，客戶明確同意任何本行代存的郵件應視為在有關通訊所列明之日期送達至客戶並於當日期收到。客戶放棄要求本行通知客戶郵件內的任何資訊及通告並確認客戶會被視為接受所有郵件的內容，即使客戶並沒有實際知悉此等郵件的內容。
- 10.3 領取郵件。 客戶承諾，將至少每六個月在指定的本行分行領取郵件。本行有權要求在領取郵件時出示身份證明文件及令本行

酌情滿意的授權，且本行若對出示的證明不滿意可以拒絕釋放郵件。

10.4 **退還未領取郵件。** 若本行為客戶代存郵件超過十二（12）個月，本行可酌情決定（i）將郵件發往客戶紀錄於本行的最後通訊地址，有關支出及風險概由客戶承擔；或（ii）在不另行通知客戶的情況下，以本行認為適當的方式毀滅此等郵件。

10.5 **費用。** 客戶同意，本行的責任只有在客戶按其不時規定全額向本行支付款項的條件下續存。客戶授權本行直接從客戶在本行所開立的任何賬戶中扣除此等款項。

10.6 **服務的終止。** 不論有任何其他規定，本行可自行決定且無需提供任何理由，透過提前五（5）個營業日按照第 A 部分第 14.4 條（*通知*）規定的任何方式向客戶發送通知終止或暫停根據本附加特別條款提供的代存郵件服務。客戶也可以透過提前五（5）個營業日按照第 A 部分第 14.4 條（*通知*）規定的任何方式向本行發送書面通知終止代存郵件服務，同時附上書面指示，要求本行在終止代存郵件服務時毀滅本行所代存的全部郵件或向某個特定地址寄送該等郵件。

10.7 **代存郵件的期間。** 客戶根據本附加特別條款向本行作出的關於代存郵件的有效期為一（1）年（“**代存郵件的期間**”），且客戶可以在代存郵件的期間結束時或之前要求本行續展額外一（1）年的代存郵件服務。或者，本行可以（但無義務）在某個代存郵件期間屆滿之前向客戶發送通知，且客戶同意，除非客戶向本行發送通知撤銷代存郵件服務的授權，該等授權將自動續展一（1）年。倘若在某個代存郵件的期間屆滿時，客戶沒有要求本行續展代存郵件服務，且本行沒有向客戶發送續展通知，代存郵件服務將被終止，而本行可以在隨後的任何時間繼續向該客戶最後通訊地址發送通信。

10.8 **風險披露聲明。** 提供代存郵件或將郵件轉交第三方的授權書的風險 - 客戶明確確認，假如客戶向本行提供授權書，允許其代存郵件或將郵件轉交予第三方，那麼客戶便須盡速親身收取所有關於客戶賬戶的成交單據及結單，並加以詳細閱讀，以確保可及時偵察到任何差異或錯誤。

11. **關於聯繫存款的附加特別條款和細則（貨幣聯繫/掛鉤及利率聯繫/掛鉤）**

在本主條款 B 部分第 11 章中所列的額外條款適用與客戶在本行存入的貨幣聯繫存款和利率聯繫存款。

11.1 **定義。** 在本附加特別條款中，除非另有規定：

“**適用條款和條件**”指經不時變更、補充或替換的確認書、本附加特別條款、本主條款，以及所有其他適用的條款；

“**確認書**”就任何聯繫存款而言，指本行發出確認該聯繫存款條款的確認書；

“**轉換價格**”就任何聯繫存款而言，指該聯繫存款確認書中訂明為轉換價格的該（等）價格；

“**存款金額**”就任何聯繫存款而言，指將在本行存入並在該聯繫存款確認書中訂明為存款金額的該金額；

“**厘定日**”，就任何聯繫存款而言，指為計算支付的利息或償還的本金的金額之目的厘定相關項目之日，在該聯繫存款的確認書中訂明為厘定日；

“**厘定值**”，就任何聯繫存款而言，指該聯繫存款的確認書中所訂明為厘定值的該價格、匯率或水準；

“**利息金額**”，就任何支付利息的聯繫存款而言，指應支付的利息並在該聯繫存款的確認書中所訂明或根據其中所列明的算式計算的金額；

“**付息日**”，就任何支付利息的聯繫存款而言，指該聯繫存款的確認書中所訂明的利息被支付的一天或若干天；

“**聯繫存款**”指客戶不時按照本附加特別條款在本行存入的存款；

“**到期日**”，就任何聯繫存款而言，指本金被償還之日，但受制於確認書中訂明的任何提前贖回機制以及適用條款和條件中的任何提前終止或展期條款，且在該聯繫存款的確認書中訂明；

“**結算日**”就任何聯繫存款而言，指聯繫存款的存款金額以可自由使用的資金存入本行並開始計算利息之日，在該聯繫存款的確認書中所訂明為結算日；

“**交易日**”就任何聯繫存款而言，指客戶申請設立聯繫存款被本行接受，在該聯繫存款的確認書中所訂明為交易日的該日期；

“**相關項目**”就任何聯繫存款而言，指該聯繫存款的確認書所列明的貨幣、利率或前述任何項目的組合。

11.2 **設立聯繫存款。** 客戶不時按本行向其客戶或本行所接納的該等條款（包括相關項目、結算日、交易日、存款金額、利息金額、付息日、轉換價格（如有）、厘定日、厘定值及到期日）申請設立聯繫存款。本行可不具理由而拒絕客戶任何聯繫存款的申請。

11.3 **確認。** 客戶設立聯繫存款的申請一經接受，本行會立即向客戶發出列明聯繫存款的條款的確認書。

11.4 **適用條款和條件。** 就任何聯繫存款而言，該聯繫存款的確認書，本附加特別條款以及本主條款組成本行與客戶之間就該聯繫存款之單一合約。若出現任何衝突，該等文件的優先順序如下：(i) 確認書；(ii) 本附加特別條款；以及(iii) 本主條款。

- 11.5 **結算賬戶。** 客戶在申請設立聯繫存款時，應指定一個客戶於本行開立和維持且為本行所接受的賬戶作為相關聯繫存款的結算賬戶。除非相關確認書另行規定，否則就相關聯繫存款或其產生而須向客戶支付的所有款項將存入該結算賬戶。客戶應於相關結算賬戶中保證足以支付與客戶申請設立的聯繫存款下相關的存款金額，以及客戶就聯繫存款而須負責支付的所有相關費用、收費及開支的款項，而本行特此獲授權於相關聯繫存款的結算日從該結算賬戶扣除相關金額。客戶承諾，在其提交設立聯繫存款申請後的任何時候均不會從結算賬戶提取該等金額直至相關結算日為止。
- 11.6 **到期交付。** 在聯繫存款的到期日，本行和客戶須以確認書上指定的方式繳付或交付該聯繫存款的確認書上指定繳付或交付的現金、款項或其他資產。除非聯繫存款的確認書上另有明確說明，否則本行或客戶概無責任將該聯繫存款的資產支付或交付給對方。
- 11.7 **利息。** 本行將以相關確認書所訂明的方式和日期向客戶支付利息金額。倘若利息金額表述為計算公式，除非確認書中另行說明，利息應從結算日（包括該日）起累計計算至到期日（不包括當日），按照適用的年利率、經過的天數並依照現行市場慣例進行計算。除利息金額外，本行無需將任何聯繫存款的利息付給客戶。
- 11.8 **提前提取。** 除非取得本行的事先書面同意（該等同意受制於本行的酌情認為合適的條件），否則聯繫存款在到期日前不可隨意提取或償還。該等條件可能令預期回報減少或須予償還的本金金額減少，即使是保本型的聯繫存款亦會受影響。
- 11.9 **費用、收費和稅費。** 本行保留不時收取本行認為合適的費用和/或收費的權利。所有與聯繫存款相關和/或按照聯繫存款的條款向客戶交付的相關項目或其他資產所支付之費用、收費、征費、開支、印花稅及稅項均應由客戶單獨承擔。本行有權從客戶的任何賬戶中借記任何客戶應向本行支付的該等費用、收費、征費、開支、印花稅。
- 11.10 **相關項目的交付。** 若本行因任何理由合理地不按照任何聯繫存款條款其須交付指相關項目或其中任何部分，本行保留以採用本行合理決定的相關項目在厘定日的合理市值計算所得之該金額償付有關聯繫存款之權利。
- 11.11 **進行一般調整的權利。** 如果發生一項或者多項在確認書或本附加特別條款中列明的事件，或者發生本行行使絕對酌情權並認為必須或適宜作出調整的事件，而該等調整在本行看來一般不會嚴重損害聯繫存款持有人的權益（在毋須考慮個別客戶的情況或調整任何個別客戶的稅務或其它影響的情況下，本行任何有關調整一般不會嚴重損害聯繫存款持有人的權益），則本行可本着誠信的原則及商業上合理的方式調整根據任何聯繫存款需支付或交付的金額、相關項目或其他資產的數量或其他方面。如本行決定作出任何調整，將會儘快通知客戶。
- 11.12 **調整日期的權利。** 在某些情況下，結算日、付息日、厘定日或到期日可由本行調整至前一日或後一日。在該等情況中，除非上下文另有所指或確認書另有規定，否則於適用條款和條件中凡提述“結算日”、“付息日”、“厘定日”或“到期日”均被視為指其該前一日或後一日。
- 11.13 **結算日和厘定日等的調整。** 倘若本行的任何付款或計算的進行或其他行動將發生在或參照一個非營業日，或相關項目的構成貨幣的結算日或厘定日不屬於相關貨幣的主要金融中心的本行營業日，除非確認書另有規定，則將會順延至（視情況而定）下一個香港的營業日，或相關金融中心的下一個營業日。
- 11.14 **到期日的調整。** 若任何聯繫存款的到期日不屬於營業日，到期日將（按照本行決定）順延至上一個或下一個營業日。
- 11.15 **本行確認事項。** 如本行須決定某特定時間或特定期間以確定厘定值、利率或價格時，本行將以合理方式並依照現行的市場慣例進行。在無明顯錯誤的情況下，確定事項不可推翻且具有約束力。
- 11.16 **影響確定的因素。** 如本行在任何時候認為因任何事件或情況，不能或可能不能確定任何聯繫存款的厘定值，本行可以：
(i) 推延厘定日，直至本行認為可行並且能夠實際和可靠地確定厘定值的日子；或(ii)在通知客戶後可終止有關聯繫存款，在此情況下，本行將向客戶支付本行確定為在任何情況下均為公平合理的金額作為本金和利息的充分償還。
- 11.17 **發生違約事件時的終止和拋售。** 在發生本附加特別條款項下的違約事件時，本行可終止該等附加特別條款及任何或所有聯繫存款，並即時生效。本行應在做出終止該決定後儘快通知客戶。本附加特別條款和/或聯繫存款終止時，本行應真誠合理地計算本行及客戶在已終止之聯繫存款下，在違約事件發生日或本行認為合適之較後日期起欠付對方之所有責任之價值，有關款項將即時須由本行和/或客戶向對方支付（視情況而定）。在本附加特別條款中，下列情況為違約情況：
(i) 客戶未能履行其在本主要條款或本附加特別條款下之任何責任；
(ii) 客戶被提交破產或清盤呈請或其他相類之法律程序，或使之生效的決議已獲通過；
(iii) 破產管理人、清盤人或受託人或其他相類之人員已獲委派處理客戶所有或極大部分之資產；
(iv) 客戶在本附加特別條款下之權利和/或責任或其進行之交易已進行轉讓或押記（以本行為受益人除外）；
(v) 本行以真誠合理地決定客戶之狀況、業務、財務狀況、法律狀況或能力出現嚴重不利的轉變。
- 11.18 **利益衝突。** 客戶確認和同意，本行可以不時買賣與客戶訂立任何聯繫存款有關的相關項目，亦可與其他人士（包括建設銀行集團的任何成員）進行與上述相關項目有關的衍生工具交易。客戶明白和同意，本行在任何聯繫存款下所承擔的義務，在任何方面與上述其他交易並不關連。
- 11.19 **責任限制。** 如本行及其職員或僱員無故意的不當行為或嚴重疏忽，本行無須就任何聯繫存款項下的相關項目在其交易的相

關市場終止、有關清算和結算系統暫停或任何其他本行不能合理控制的原因（否則會導致交付變成不可能或不合法），導致未能或延誤在任何聯繫存款下向客戶交付任何相關項目，而向客戶負責。

11.20 客戶的額外陳述和保證。作為 A 部分第 2.4 條（客戶的陳述和保證）的補充，且在不影響該條的情況下，客戶承認並同意：

- (a) 就任何聯繫存款而言，本行並非作為客戶的投資顧問或任何其他顧問行事，本行亦沒有（並將不會被視為已經）就任何聯繫存款向客戶作出任何陳述或推介（不論是屬何類別及如何作出）。
- (b) 客戶並無倚賴本行的任何通訊（不論是書面或口頭的）作為投資意見，或作為設立該通訊所述的聯繫存款的推介，而且客戶理解，與任何聯繫存款有關的任何資料及解釋不應被視為投資意見或設立有關的聯繫存款的推介。
- (c) 除非客戶另行書面通知本行，客戶以主事人身分為自己而行事。對於設立聯繫存款的風險，以及與設立聯繫存款有關的任何法律、監管、稅務、會計及經濟後果，客戶已為自己進行評估及／或依賴客戶認為適當的獨立第三方顧問的意見。
- (d) 客戶在設立任何聯繫存款之前已仔細審閱並且將會仔細審閱其具體財務需要及投資目標，並且客戶已根據其自己的判斷及其認為適當的獨立第三方顧問的意見，就聯繫存款的合法性、適合性及適當性作出自己的獨立決定。

11.21 記錄。在不影響 A 部分第 14.3 條（指示/通訊的記錄）的前提下，客戶確認，客戶與本行之間的任何口頭通訊和客戶的指示有可能被錄音，且在法律允許的範圍內，有關之錄音將為有關通訊的內容及性質和客戶的指示之不可推翻的證據。

11.22 風險披露聲明。客戶已經閱讀，充分理解和同意下列風險披露聲明：

- (a) **非定期存款或傳統存款** 聯繫存款不是一種傳統存款，其附帶有普通銀行存款所沒有的風險。聯繫存款具有投機屬性，其不適合不願意或不能接受相關項目的市場價值下跌的風險的客戶。一般而言，聯繫存款不適宜代替普通存款或定期存款。

客戶確認和同意，聯繫存款不屬於香港存款保證計畫中受到保護的存款。

- (b) **聯繫存款涉及衍生工具** 聯繫存款是一種涉及衍生工具的結構性產品。聯繫存款的回報至少在某種程度上取決於相關項目價值的變動。它還賦予本行權利（但非義務），在滿足一定條件的情況

下，在到期日透過交付一定數量的相關項目以實現對存款的現金回報得償付。在投資聯繫存款之前，客戶應當確信其熟悉相關項目，並且理解該相關項目價值的變動對聯繫存款回報的影響。相關項目過往的價值對其將來的表現未必具啟示作用。

- (c) **大幅下行風險** 根據聯繫存款的條款可能交付給客戶的相關事項的市場價值可能少於存入聯繫存款的存款金額。在極端情況下，相關事項可能變為完全不值錢。這將會導致重大損失，或者在極端情況下，全部存款本金的損失。
- (d) **並非所有聯繫存款均為保本** 當一種聯繫存款被形容為“保本”時，意指有關相關事項價值的變動只會對存款的利息或收益造成影響，而存入之本金將在存款期結束時獲全數償還。除在以下描述的情況下，保本聯繫存款的總回報不會為負數（以原有存款的貨幣計算），但在相關事項出現逆轉時可以變為零或還會少與正常定期存款所可獲得的回報。如保本聯繫存款於預定到期日之前償還，因提前還款作出的調整可能引致負回報。

當聯繫存款為非“保本”時，存款的本金將受到相關事項變動之影響（或在某些聯繫存款而言，可以為另一種貨幣償還）。非保本存款的額總回報可以為負數，並且視聯繫存款的特有條款而定，到期時應償還的本金和利息的綜合價值可能會完全損失或大幅少於所存放款項的價值。

- (e) **潛在回報封頂**。即使客戶對相關事項的市場變化的判斷準確，一項聯繫存款的最高潛在回報在事先確定的利息金額上已封頂，
- (f) **不能提前提取** 一般而言，未經本行同意，於到期日之前不能取消或提取聯繫存款。如本行同意提早提取聯繫存款，則本行會自該存款中扣減本行因提早提款所產生的費用或蒙受的損失作為給予同意的條件。該等費用及損失可包括本行為該存款買入的對沖進行平倉的費用，並可能引致較預期低的回報率，甚或負回報率。

11.23 貨幣聯繫存款。下列條款適用於貨幣聯繫存款：

- (a) **調整**。在不損及本行進行一般性調整的權利，本行可調整任何貨幣聯繫存款的條款的情況包括：(i)任何該（等）貨幣的重新估值；(ii)有關司法管轄區採用另一種貨幣取代任何該（等）貨幣作為法定貨幣。
- (b) **本行提前終止**。在不損及本行進行任何調整或終止聯繫存款的權利的情况下，如發生下列任何一項，本行可以在預訂的到期日之前任何時候終止一項貨幣聯繫

存款，並向客戶償還存款金額（扣除任何合理的費用和收費）以及累積但未支付的應計利息：（i）聯繫存款的貨幣的兌換和轉換會有限制；（ii）聯繫存款的貨幣不再是其發行國的法定貨幣；（iii）如本行真誠地認為在本行無法合理控制的情況下，由於遵守任何政府、行政、立法或司法機關或機構現時或將來的適用法律、條例、規定、判決、命令或指，本行履行其根據適用條款和條件下的責任已經或將會成為不可能、不合法、非法或在其他方面受到禁止；或（iv）本行合理地預期任何實際或建議中的事件將導致上述（i）至（iii）段所述的事件的發生。

- (c) **額外風險披露聲明。** 客戶充分理解和同意，貨幣聯繫存款的回報將取決於相關貨幣的匯率在厘定日或確認書中確定的時間和日期的波動。匯率可能在該期間上下波動，而這將影響聯繫存款的回報。

此外，貨幣的匯率變動受諸多因素的影響，包括國內和國際金融和經濟情況、政治事件和自然事件。正常的市場影響力有時候會因中央銀行或其他機構干預而被抵銷。政府有時候可能會在發小量警告或不發出警告之下施行外匯管制或其他貨幣措施。這些措施對貨幣的兌換或轉賬產生重大影響，亦可能對貨幣聯繫存款造成無法預料的後果。

支付給客戶的貨幣的價值以及會波動，並且任何一種貨幣的價值可升可跌，甚至可能變成毫無價值。進行貨幣買賣交易或設立聯繫存款未必一定能夠賺取利潤，並存在著可能損失的風險。

11.24 利率聯繫存款。 下列條款適用於利率聯繫存款：

- (a) **利率的確定。** 如果利率聯繫存款的利率的計算參照香港銀行同業拆息、倫敦銀行同業拆息或其他參考利率（以上各詞在確認書中定義），而該等利率因任何原因未能獲得，則本行有權以真誠及商業合理的準則終局決定該利率。
- (b) **額外風險提示聲明。** 客戶充分理解和同意，利率聯繫存款的回報取決於相關貨幣的利率在厘定日或確認書中訂明的時間或日期的波動。利率可能在該期間上下波動，而這將影響聯繫存款的回報。

12. 網上企業銀行服務的特別條款和細則

本主條款 B 部第 12 章所載的附加條款適用於要求提供網上銀行服務的客戶。

- 12.1 **引言。** 客戶擬採用本行提供的網上企業銀行服務，而本行願意向客戶提供有關服務，惟須受本協議所載或提述的條款和細則所規限。

客戶將通過其授權代表透過網站登入網上企業銀行服務。

客戶於開始使用服務前，必須先填妥並簽署賬戶申請表格/賬戶服務/資料更改表格及中國建設銀行(亞洲)網上企業銀行服務更改表格（或本行要求的任何其他表格）。一經簽署此等檔，即代表客戶同意受本協議的條款所約束。

- 12.2 **定義。** 在本附加特別條款項下，除非上下文另行要求：

“協議” 是指本網上企業銀行服務的特別條款和細則，連同中國建設銀行(亞洲)網上企業銀行服務更改表格、賬戶申請表格及/或賬戶服務/資料更改表格以及所有其他不時適用的條款和細則，包括網站所登載者。

“授權代表” 是指客戶透過中國建設銀行(亞洲)網上企業銀行服務更改表格而不時授權的有權使用網上企業銀行服務的個人（於下文 B 部第 12.10 條（*授權代表的任命*）詳述）。

“審核員” 是指主用戶透過商業賬戶申請表格及/或中國建設銀行(亞洲)網上企業銀行服務更改表格（或本行要求的任何其他表格）所委任的個人，以便作出下文 B 部第 12.10 條（*授權代表的任命*）所述的一切事項。

“賬戶申請表格” 是指客戶向本行提供其客戶資料的表格，並在表格內特別決定其擬登入網上企業銀行服務。

“客戶號碼” 是指本行供客戶登入網上企業銀行服務時所指定使用的獨有用戶號碼。

“制單員” 是指主用戶透過賬戶申請表格及/或中國建設銀行(亞洲)網上企業銀行服務更改表格（或本行要求的任何其他表格）及/或企業網上銀行系統所直接委任的個人，以便作出下文 B 部第 12.10 條（*授權代表的任命*）所述的一切事項。

“主用戶” 是指客戶透過賬戶申請表格或中國建設銀行(亞洲)網上企業銀行服務更改表格（或本行要求的任何其他表格）所委任的個人，以便作出下文 B 部分第 12.10 條（*授權代表的任命*）所述的一切事項。

“網上企業銀行服務” 或 **“服務”** 是指下文 B 部分第 12.3 條（*可提供的服務*）所述本行向客戶提供的任何銀行產品或服務。

“中國建設銀行(亞洲)網上企業銀行服務更改表格” 是指客戶就申請及/或修訂網上企業銀行服務的使用權而按本行不時規定的形式向本行提供的申請表格。客戶必須填上其擬指派作為其授權代表的個人的資料，該名獲指派的個人獲授權代表客戶在網上企業銀行服務行事。

“密碼” 是指本行向客戶發出或客戶自行採用的任何機密密碼、短語、代碼或數字或任何其他驗證方法（包括任何安全碼），用以登入網上企業銀行服務。

“安全碼”是指授權代表登入網上企業銀行服務時，由保安裝置所產生的一次性密碼。

“保安裝置”是指本行指定及提供予各個授權代表使用的電子裝置，以便各個授權代表使用該電子裝置所產生的安全碼登入網上企業銀行服務。

“賬戶服務/資料更改表格”是指客戶向本行提供其補充客戶資料的補充表格，並在表格內特別決定其擬登入網上企業銀行服務，以及本行不時提供的其他銀行服務的資料。

“交易限額”是指本行不時向一般客戶或任何指定客戶在使用任何網上企業銀行服務時所施加的任何限額，或受此前述限額所規限下，客戶不時在中國建設銀行(亞洲)網上企業銀行服務更改表格就任網上企業銀行服務所施加的任何限額。就本行所施加的限額而言，本行可隨時增加或刪除任何限額及/或 修訂任何限額的額度。

“用戶名稱”是指授權代表(即主用戶、審核員或制單員(視情況而定))登入下文本 B 部分第 12.6 條(作出指示的授權)所詳述的網上企業銀行服務時所使用的用戶簡稱。該用戶名稱一經授權代表於商業賬戶申請表格選定，則該用戶名稱不得予以更改。

“用戶指引”是指本行向客戶提供說明服務如何運作的指引，並包括不時更新的指引。

“網站”是指 www.asia.ccb.com 或本行不時建議客戶使用的任何其他網站。

12.3 可提供的服務。網上企業銀行服務讓客戶：

- (a) 可於網上向本行發出指示；
- (b) 就客戶的賬戶結餘及交易記錄、存款利率及外匯匯率進行查詢；
- (c) 向本行發出執行本地轉賬(企業之間)及海外匯款的指示；
- (d) 發出訂立新的定期存款及/或設定或更改定期存款到期日的指示；
- (e) 訂立外匯交易；
- (f) 訂支票簿及要求發出就於中國建設銀行(亞洲)網上企業銀行服務更改表格中所列明關於本行的任何分行所開設的任何該等賬戶的中期/過往交易記錄；及
- (g) 接獲本行發出的網上訊息。

12.4 在使用服務時，客戶及其各授權代表必須於所有時間均遵守本協議的條款，並以真誠及盡職的態度行事。若本行認為，客戶或其任何授權代表違反本協議任何條款，本行有權在不發出任何進一步通知的情況下，暫停或終止客戶或其任何授權代表使用網上企業銀行服務。

12.5 修訂。本行可不時修訂本協議的條款。本行將透過在其網站登載通知或透過網上企業銀行服務向客戶發出訊息的方式通知客戶有關本協議的任何修訂。於任何修訂生效前，本行將會給予客戶最少 30 日的通知，除非因為本行擬保障本行的安全或因為非本行所能控制的任何其他理由而需縮短通知期則除外。客戶於收到修訂通知後，如繼續使用網上企業銀行服務，本行將視客戶已接納協議的新條款。客戶可隨時終止協議。有關詳情，請參閱本 B 部分第 12.26 條(終止)。

12.6 作出指示的授權。客戶同意，本行可將客戶使用其用戶名稱、客戶號碼、密碼及安全碼的行為，作為其身份識別證明。本行無需驗證該指示是否來自客戶或取得任何進一步書面或口頭確認。即使發現指示並非客戶作出或實際上該指示與過往客戶所作出的指示或授權出現抵觸亦是如此。

各授權代表(即主用戶、審核員及制單員)將獲發獨有的用戶名稱，使本行能得以識別登入服務及核准特定交易的人士的身份。各用戶名稱必須根據本行不時規定的準則，由多個數字及/或字母的組合所組成。除非客戶與本行另行作出書面同意，否則用戶名稱一經於賬戶申請表格選定，則該用戶名稱不得予以更改。各用戶名稱的字母會區分大小寫。

本條須受本 B 部分第 12.11 條及第 12.21 條(未經授權指示)所規限。

12.7 客戶同意，當他們透過網上企業銀行發出指示，除非客戶接到本行確認已收到或已執行該等指示的通知，否則該等指示將不會被視為已予以執行。某些指示僅可以在正常銀行辦公時間內處理，而倘若該等指示於該正常辦公時間以外的時候發出，則執行的時間可能有所延誤。若某些指示須提供證明檔才可以予以處理，則該等指示在直至本行收到該等按照其規定的形式作出的證明檔之前將不會被處理。一經本行接獲指示後，客戶或授權代表發出的指示均不能註銷、修訂或撤回。然而，本行可按其絕對酌情權，在特殊的情況下准許註銷、修訂或撤回指示，惟當本行於其無法按要求註銷、修訂或撤回指示的時候收到該指示，則本行不會就其未能註銷、修訂或撤回該等指示承擔任何責任。客戶須就本行因註銷、修訂或撤回該等指示而產生的費用自行負責。

12.8 如本行接獲客戶的指示，而出現以下情況，本行可按其絕對酌情權(而無需承擔任何責任)拒絕按照該等指示行事或延遲進行該等指示：

- (a) 該要求或指示超過適用的交易限額；
- (b) 本行任何職員就有關網上企業銀行服務知悉或懷疑客戶賬戶或網上企業銀行服務出現整體保安漏洞；或
- (c) 協議已根據本 B 部分第 12.26 條(終止)。

12.9 如本行並無按客戶的指示行事或延遲進行該等指示，本行將盡力在合理可行情況下通知客戶。

12.10 授權代表的任命。客戶將委任個人，授權其作為其授權代表就網上企業銀行服務代其行事。客戶必須填妥賬戶申請表格及/或

中國建設銀行(亞洲)網上企業銀行服務更改表格(或本行要求的任何其他表格)。有關表格可於本行任何分行或向本行任何客戶經理索取。所有授權代表必須遵守本協議及本主條款的條款,以及本行關於客戶身份驗證的規定。

各授權代表將獲指派特定授權等級,以代表與網上企業銀行服務連接的各個指定賬戶行事,獲指派特定授權等級如下:

- (a) **主用戶**:如授權代表獲指派為主用戶,他們可以待制單員在網上企業銀行系統內輸入/準備/啟動有關交易後,透過網上企業銀行查閱及核准交易。主用戶亦可加入個人作為制單員,修訂或刪除制單員,並可透過網站修改與主用戶、審核員及制單員相關的非交易聯絡詳情。主用戶更可以代表客戶指定審核員及/或制單員的登入權的等級,及/或更改交易限額(包括審核員及/或制單員的交易限額)。

如客戶委任多於一名主用戶,則客戶必須在賬戶申請表格及/或中國建設銀行(亞洲)網上企業銀行服務更改表格(或本行要求的任何其他表格)內註明有關主用戶是否獲授權獨立行事或必須連同第二名主用戶一同行事;

- (b) **審核員**:如授權代表獲指派為審核員,他們可以待制單員在網上企業銀行系統內輸入/準備/啟動有關交易後,透過網上企業銀行查閱及核准交易,惟須受適用於該名審核員的交易限額所規限。任何獲客戶委任為主用戶的個人可透過向本行提交賬戶申請表格及/或中國建設銀行(亞洲)網上企業銀行服務更改表格(或本行要求的任何其他表格)指派其他個人作為審核員。
- (c) **制單員**:如個人獲指派為制單員,他們可以透過網上企業銀行系統查閱、輸入、準備及 啟動交易。任何獲客戶指派為主用戶的個人可透過向本行提交賬戶申請表格或中國建設銀行(亞洲)網上企業銀行服務更改表格(或本行要求的任何其他表格)或直接透過網上企業銀行系統委任其他個人作為制單員。

有關此等授權等級的指派須通過本行的批准。任何獲委任為主用戶或審核員的個人亦必須成為與網上企業銀行服務連接的賬戶授權簽署人。若客戶指定所有其賬戶均與網上企業銀行服務連接,則其必須確保所有主用戶及審核員均為該等賬戶的獲授權簽署人,而且客戶須確保其企業已經按照本行要求的形式,做出了所有必要的批准。此等授權代表須受相關賬戶對客戶施加的交易限額所規限。為免生疑,向任何獲授權代表所指派的特定授權等級僅適用於網上企業銀行服務,並不會延伸至客戶與本行訂立的任何交易。

此外,如某位主用戶或審核員為一種特定付款類別的最終批准人,並且該單付款指示的金額超過本行預設限額(但仍在交易限額範圍內),或主用戶或審核員已批准有關指示,則本行將會向該主用戶或審核員指定的手提電話號碼發放短訊通知。同

時,如界定付款類別已為非登記受益人所批准,則本行將會向主用戶或審核員指定的手提電話號碼發放短訊通知。

- 12.11 **未經授權指示**。在不損害本 B 部分第 12.6 條(作出指示的授權)效力的前提下,如果任何其他人士使用客戶的密碼或用戶名稱或客戶號碼登入網上企業銀行服務而發出聲稱為由客戶發出的未經授權指示,該客戶在符合以下條件時將不會承擔任何責任:

- (a) 客戶已遵守及遵從本 B 部分第 12.15 條及第 12.16 條(保安防護)所載的所有保安規定;及
- (b) 如客戶遺失其密碼或用戶名稱或客戶號碼,或知悉其密碼或用戶名稱或客戶號碼被另一名人士盜用,並且該客戶已根據本 B 部分第 12.16 條(保安防護)知會本行。

- 12.12 客戶有責任確保透過網上企業銀行服務向本行發出的指示均為正確及完整的。本行並無義務就客戶提供的任何指示的準確性、充足性及完整性作出驗證。

然而,如客戶曾作出欺詐行為、疏忽或曾違反本 B 部分第 12.16 條(保安防護)項下的保安防護或通知義務,則其須就任何未經授權指示而導致的一切損失承擔責任。

客戶必須核對其所有銀行結單,如發現有任何錯誤或未經授權的交易,必須於接獲任何銀行結單後起計 90 日內知會本行。

- 12.13 **服務營運時間**。本行的服務政策乃是讓客戶隨時均可使用網上企業銀行服務。然而,網上企業銀行服務的某些功能未必能於正常營業時間以外提供,客戶可於網站獲悉有關服務暫停使用的詳情。如本行懷疑有任何保安漏洞、須作定期或緊急維修檢查或根據法律規定,本行亦可定期暫停提供網上企業銀行服務。本行將盡力在任何該服務中斷或暫停前於銀行網站通知客戶,除非提供該事通知屬不切實際。

客戶或會因以下保安理由而不獲准登入服務:

- (a) 客戶在從本行取得保安裝置後 60 日內或其他本行規定的期間內,並未啟動其網上企業銀行服務;或
- (b) 客戶在持續一年內未登入或使用該服務。

則客戶必須聯絡本行重新啟動其賬戶。

- 12.14 **機密性**。本行將根據《有關「個人資料(私隱)」條例》的客戶通知(經不時修訂及更新)的規定,處理所有經客戶或其授權代表透過網上企業銀行服務提供或傳送的所有個人資料。

- 12.15 **保安防護**。客戶一經獲准使用本行的網上企業銀行服務,本行將向客戶提供用戶名稱、初始密碼及客戶號碼。客戶可於其後自行更改此密碼。客戶的每個授權代表亦會各自分別獲得一個保安裝置。此保安裝置將顯示一個用於登入網上企業銀行服務的安全碼,作為額外的保安措施。授權代表必須確認接收該保安裝置,本行一經得知某授權代表已經確認接收,即可為該名授權代表啟動網上企業銀行服務。如客戶委任多於一名授權代表,則每位授權代表各自將會獲得獨有的用戶名稱、客戶號

- 碼、密碼及保安裝置。本行將向主用戶發出用戶名稱、客戶號碼、初始密碼及保安裝置，主用戶須負責將此等用戶名稱、客戶號碼、初始密碼及保安裝置轉交各審核員及/或制單員。
- 12.16 客戶及所有授權代表必須妥善保管其用戶名稱、客戶號碼、密碼及保安裝置。同時客戶及其授權代表必須作出以下事項：
- 定期更改其密碼，且不向任何未經授權獲取登入密碼的人士（包括本行任何成員或職員）披露其密碼；
 - 不要選用任何先前已被選用過的，或有可能被任何嘗試登入網上企業銀行服務的人士猜測得到的密碼。舉例來說，不應選用生日日期或電話號碼作為密碼；
 - 盡快銷毀本行向閣下發出的任何有關密碼的函件；
 - 如客戶或任何授權代表發現或懷疑有任何人士曾使用其密碼或保安裝置，應立即通知本行。本行將即時暫停服務，直至設定新密碼為止；
 - 不要在登入網上企業銀行服務後離開而使電腦終端機或裝置處於無人看管的狀態，或在客戶發出網上企業銀行服務前准許其他人士使用電腦終端機；
 - 在未檢查並確保無人可以查閱或複製客戶登入資料前，不要使用接駁當地網絡或公眾終端機的任何裝置登入網上企業銀行服務，同時在透過本行任何分行或其他公眾地方的電腦終端機登入服務時亦應額外謹慎；
 - 如任何授權代表離職並且其代表客戶的授權被收回，請立刻通知本行。客戶必須確保這些個人不能夠登入服務；
 - 確保登入服務所使用的電腦系統備有最新保安修補程式，且已採取所有合理實際可行的措施，以確保登入服務所使用的任何電腦或裝置不存在任何電腦病毒或其他惡意軟體；
 - 如保安裝置未能正常運作，或如登入網上企業銀行服務時遇到任何問題，應立即通知本行；及
 - 遵守所有其他載於網站及用戶指引（經不時更新）的保安防護要求。
- 12.17 客戶同意如果客戶未能遵守本 B 部分第 12.16 條（保安防護）項下的責任而導致本行或建設銀行集團的任何其他成員招致任何訴訟、法律程序、費用、損失及任何類型的損害賠償，該客戶將會確保本行免於承擔任何上述責任。
- 12.18 收費及費用。客戶同意支付所有與使用網上企業銀行服務相關的收費及費用（如有）。該等收費及費用的詳情載於網站。除此等收費（如有）外，本行亦可能就本行的其他產品及服務徵收收費。客戶授權本行於其賬戶扣除使用網上企業銀行服務的任何費用。
- 12.19 本協議的修改。本協議可於任何時間修改，或本行可不時在本協議中引入其他條款和細則。經修訂的協議將於本行向客戶發出通知之時起生效，有效通知的方式可包括在網站登載新協議，或於本行的分行展示該等新條款和細則（如適用）並且客戶繼續使用本行的網上企業銀行服務。
- 12.20 本行的責任。在不損害第 A 部分第 7.1 條（一般的免責）效力的前提下，並在本 B 部分第 12.21 條（本行的責任）的規限下，如客戶使用本行的網上企業銀行服務而直接蒙受損失，而此損失是由本行嚴重疏忽或故意不當行為引起的，本行將僅就此損失承擔責任。
- 12.21 本行不會就客戶在以下情況（此列表未盡錄所有情況）使用網上企業銀行服務而蒙受的任何損失或損害賠償承擔責任：
- 因本行在提供服務、透過服務傳送任何指示或資料時所發生的任何中斷、延遲、暫停、攔截、遺失或其他失誤情況，如該等情況為本行合理控制範圍以外者，包括但不限於通訊網絡故障、系統故障或協力廠商供應商的任何行為或遺漏、設備故障及任何政府頒令等；
 - 本行執行的已獲證實為由客戶發出的任何指示，但事實上是由協力廠商發出的（詳情見本 B 部分第 12.6 條（作出指示的授權）及 12.11（未經授權指示）條）；
 - 客戶未能履行本 B 部分第 12.16 條（保安防護）項下的某項義務；及
 - 客戶因使用網上企業銀行服務而導致對任何客戶的資料、軟件、電腦、電腦網絡、電子通訊及其他設備的損失或損害，除非該損失或損害是直接並且完全由本行的嚴重疏忽或故意不當行為所引起。
- 如本行被認定須就任何行動或遺漏負責，本行的責任上限為有關交易金額或直接損害賠償的金額（以較低者為準）。本行不會就任何非直接、特別或間接損失，或者損害賠償承擔責任。
- 12.22 授權。客戶同意授權本行不時根據客戶的書面指示或要求，就網上企業銀行服務代客戶行事。書面指示或要求的形式為客戶董事會決議案或任何獲客戶董事會授權的人士就此目的而代表客戶董事會向本行發出的指示。這些書面指示或要求可能包括（但不限於以下各項）：
- 增設、撤銷或替換任何授權代表；
 - 就任何理由重新設定任何密碼；或
 - 任何與網上企業銀行服務的運作有關的行動。
- 12.23 本行有絕對酌情權拒絕執行任何此類書面指示或要求。如本行拒絕行事，本行將會於收到有關書面指示或要求後 7 日內就此事通知客戶。在本 B 部分第 12.22 條（授權）規定的情況下，本行不會就未能或延遲執行此類書面指示或要求而承擔責任。

12.24 在網站登載產品廣告。本行將不時在客戶及其授權代表登入網上企業銀行服務的網站上，刊登本行自身或建設銀行集團的其他企業的產品或服務廣告。即使客戶已要求本行不要向其發送任何市場推廣資料，這項要求也不適用於在網站登載的廣告，同時客戶亦同意收取該等廣告。

12.25 加密。本行採用了非常高度的加密技術，而在香港以外的司法管轄區使用該程度的加密技術可能屬違法。客戶有責任確保倘他們身處於香港境外時，使用網上企業銀行服務為當地法律所容許，而本行不會就客戶因未能在該等司法管轄區使用網上企業銀行服務而導致的任何損失或損害承擔責任。

12.26 終止。客戶可透過向本行提前 7 天發出事先書面通知，或本行與客戶同意的任何其他通知期限的形式終止本協議。本行可隨時在不發出通知或不解釋原因的情況下，暫停或終止所有或部分網上企業銀行服務。只要客戶仍然有未履行或清償的義務或責任，則在本協議終止後，與這些義務或責任有關係的本協議條款將繼續對客戶具有約束力。

12.27 可分割性。如本協議全部或任何部分條款在某一個司法管轄區而言屬無效、無法執行或違法的，則在該司法管轄區內該部分條款會被剔除，而餘下的協議條款則具有完整的法律效力及作用，並且在任何其他司法管轄區本協議條文的效力或可執行性將不受影響。

12.28 補充條款。補充條款可能會適用於在某些司法管轄區使用網上企業銀行服務的客戶。有關該等補充條款的詳情，以及該等補充條款可適用於哪些司法管轄區，請瀏覽網站。

12.29 彌償。在不損害本 A 部分第 7.2（一般賠償）條效力的前提下及在法律容許的情況下，客戶同意，除本行、其職員或高級行政人員因嚴重疏忽或故意不當行為而招致的任何直接損失或損害外，該客戶將就與本行提供的網上企業銀行服務規定有關的任何申索、訴訟、法律程序、損失、損害賠償或支出（無論內容及原因為何）彌償本行、其職員或高級行政人員，並確保本行、其職員或高級行政人員免於承擔上述責任。本條款包括但不限於如本行、其職員或高級行政人員已依照客戶的指示行事，而客戶並不正當使用網上企業銀行服務以及客戶並無遵守本協議條款的情況。

12.30 管轄法律及語言。本協議及本行的網上企業銀行服務受香港特別行政區的法律所管轄。客戶同意接受香港法院對就有關本協議或網上企業銀行服務產生的任何糾紛的專有審判權，惟本協議可於任何具有有效司法管轄權的法院執行。

如本協議的中、英文版本之間有任何差異，概以英文版本為準。

13. 環球現金管理服務的特別條款和細則

本節 13 所載的附加條款適用於要求提供環球現金管理服務的客戶。

13.1 引言。客戶擬採用本行提供的環球現金管理服務，而本行願意向客戶提供有關服務，惟須受本協議所載或提述的條款和細則所規限。

客戶於開始使用環球現金管理服務前，必須於賬戶申請表格或中國建設銀行(亞洲)網上企業銀行服務更改表格（或本行要求的任何其他表格）註明其有意使用環球現金管理服務。一經簽署此等表格，即代表客戶同意受本協議的條款所約束。

除於本協議明文規定外，本協議適用的所有賬戶將根據本行的主條款及網上企業銀行服務的特別條款操作。

13.2 定義。於本特別條款內，除文義另有規定外：

「追加協議」指按本行不時規定的格式所訂立的協議。

「賬戶通知」指按本行不時規定的格式所發出的通知。

「協議」指主條款、網上企業銀行服務的特別條款及環球現金管理服務的特別條款和細則，連同中國建設銀行(亞洲)網上企業銀行服務更改表格、賬戶申請表格及/或賬戶服務/資料更改表格以及不時適用的所有其他條款和細則（包括網站所載列者）。

「現金調撥」指如本 B 部分第 13.8 條（現金調撥）所述主賬戶與任何附屬賬戶之間的資金轉移。

「終止通知」指按本行不時規定的格式所發出的通知。

「清算結餘」就某個賬戶而言，指在考慮於當日執行的所有交易後，本行於當日的調撥時間於該賬戶錄得的借方或貸方結餘。

「貨幣」指主賬戶及/或附屬賬戶計值的法定貨幣。

「貨幣通知」指按本行不時規定的格式所發出的通知。

「環球現金管理服務」指本行根據本協議提供的環球現金管理服務。

「集團」指客戶、客戶現時的任何附屬公司或控股公司，或客戶的控股公司現時的任何附屬公司。

「主賬戶」就各種貨幣而言，指客戶根據第 A 部分第 3.2 條（指令）於本行維持的主賬戶。

「**最低調撥金額**」就附屬賬戶而言，指(i)本行不時指定的金額；或(ii)如無指定有關金額或如本行系統並不容許設立最低調撥金額，則為零。

「**參與者**」指成為本協議立約方（不包括客戶）的每家公司。

「**掛鈎結餘**」就附屬賬戶而言，指(i)本行不時指定的總額；或(ii)如無指定有關總額或如本行系統僅容許訂立零結餘，則為零結餘。

「**附屬賬戶**」指就各種貨幣而言，參與者根據賬戶通知或與本行相關辦事處訂立的追加協議（有關詳情由本行不時訂明）就環球現金管理服務所提名的參與者的任何賬戶，而「**附屬賬戶**」指所有參與者有關某等定貨幣的所有該等賬戶。

「**調撥時間**」指就附屬賬戶而言，本行不時指定的時間或本行與客戶於各營業日協定的其他時間，以進行本 B 部分第 13.8 條（**現金調撥**）所述的現金調撥。

「**撤回通知**」指按本行不時規定的格式所發出的通知。

於本特別條款並無界定的語彙應具有主條款及其他適用的特別條款所賦予的涵義。

13.3 **客戶授權**。客戶與各參與者將於本行各辦事處就各種貨幣指定：(i)主賬戶及(ii)附屬賬戶。在並無參考或取得客戶或任何參與者進一步授權的情況下，各客戶與參與者於該辦事處授權並指示本行根據本協議的條款和細則執行環球現金管理服務。

13.4 **參與者**。若集團內某家公司有意成為參與者，其必須向本行遞交經由其及客戶簽署的追加協議，連同追加協議所述的文件。若本行同意有關追加，其必須連署該追加協議。

若某家公司不欲再成為參與者，其必須向本行遞交參與者及客戶簽署的撤回通知。

13.5 **賬戶**。若參與者有意就環球現金管理服務新增或撤回賬戶，其將向本行遞交經由其及客戶簽署的賬戶通知。若本行同意有關新增或撤回，其必須連署該賬戶通知。各參與者授權本行不時修訂賬戶通知的格式。

13.6 **賬戶貨幣**。若某參與者有意就環球現金管理服務新增或撤回貨幣，其必須向本行遞交經由參與者及客戶簽署的貨幣通知。若本行同意有關新增或撤回，其必須連署該貨幣通知。

13.7 **賬戶結餘通知**。於本協議有效期內，本行將向客戶提供，而客戶可於任何指定時間透過網站查閱以下各個賬戶的結餘：

- (a) 各附屬賬戶的結餘；
- (b) 主賬戶的結餘；及

(c) 主賬戶及所有附屬賬戶的結餘總額。

13.8 **現金調撥**。現金調撥將根據本 13.8 條進行，據此，於各營業日的調撥時間後，各附屬賬戶（主賬戶除外）必須具有掛鈎結餘。

各參與者不可撤回地指示本行作出以下視為付款或轉賬，而各自需於切實可行情況下在各營業日的調撥時間後盡快生效，惟在各個情況下，有關主賬戶及附屬賬戶的任何提述必須視作於本行不時指定的各辦事處該等賬戶的提述。

現金調撥將不會於本行不同辦事處的賬戶之間進行，惟僅會於各辦事處持有的該等賬戶以內進行，猶如已就各有關辦事處另行訂立協議：

(a) 首先，就各辦事處及各種貨幣而言，當各有關附屬賬戶的清算結餘超過掛鈎結餘時，有關差額（如有）將以該貨幣由各附屬賬戶轉撥至主賬戶；及

(b) 其次，就各辦事處及各種貨幣而言，當掛鈎結餘超過各有關附屬賬戶的清算結餘時，有關差額（如有）將以該貨幣由主賬戶轉撥至各附屬賬戶（而若本行需要作出須視乎扣減或預扣稅項而定的任何付款或轉賬，由主賬戶支付或轉賬的金額將會增至以確保在作出有關扣減或預扣後，該附屬賬戶所收取及保留的總金額（並無附帶有關任何該等扣減或預扣的任何負債）相等於掛鈎結餘超過有關附屬賬戶的清算結餘的金額為限），

惟規定當轉賬或付款的金額低於最低調撥金額（如有）時，本行無需作出任何有關轉賬或付款。

13.9 **貨幣區分**。現金調撥僅適用於同一貨幣，並不適用於跨貨幣基準。本協議有關附屬賬戶的任何提述被視為以相同貨幣計值的附屬賬戶的提述，而有關參與者的任何提述將（如適用）視為持有以特定區分貨幣計值的附屬賬戶的參與者的提述。

13.10 **借方結餘及信貸風險**。若本協議適用的任何賬戶出現透支情況或因根據客戶或某參與者給予本行的指示而支取超過任何經協定透支限額，客戶或相關參與者必須向本行轉撥足夠資金以讓有關賬戶出現結餘或維持於經協定的透支限額（如有）以內。若本行容許有關賬戶出現透支或超過經協定透支限額，任何借方結餘並不構成該賬戶提供或提升透支信貸。

13.11 **稅項**。若根據條款和細則，本行需就任何已支付、轉賬或收取或與其有關的金額，或任何應付、應轉賬或應收的金額支付稅項或作出任何其他付款，各參與者必須在被要求時立即就該付款或負債，連同任何就有關付款或負債所產生的任何利息、罰金或費用向本行作出彌償。本行或會動用某個附屬賬戶的全部或部分貸方結餘以解除應付予本行的任何金額。

<p>客戶及各參與者必須在合理切實可行情況下盡快向本行遞交該等文件及本行可能合理要求有關環球現金管理服務的稅務後果的其他資料。</p>	
<p>客戶及各參與者在不再為參與者或於終止環球現金管理服務後，將繼續受本條所約束。</p>	
<p>13.12 環球現金管理服務的費用。 客戶將就環球現金管理服務向本行支付費用，有關費率由本行不時通知，包括登載於網站或展示於本行的支行（如適用）。</p>	
<p>13.13 抵押及不抵押保證。 各參與者不得就其於任何附屬賬戶或其他有關環球現金管理服務的任何權利或利益設立、轉讓、轉移或以其他方式處置任何抵押。參與者設立的任何聲稱抵押、轉讓、轉移或其他處置將作廢及無效，但本行於設立或聲稱設立前批准則另作別論。</p>	<p>(f) 若客戶或任何參與者代持一個其他客戶的賬戶或者以其他方式代表任何其他人行事，客戶或該參與者已經採取可靠的“了解您的客戶”的方法以認證該等其他人員的身份並確保用於開戶或者過戶的資金來源是可另其滿意的；</p>
<p>13.14 抵銷。 本行可抵銷、動用或合併本行現時就某參與者的任何附屬賬戶的任何貸方結餘所欠負該參與者的全部或任何金額（不論幣值如何），以償還該參與者或任何其他參與者現時應付予本行的任何金額。就此目的而言，無需取得客戶或參與者的同意。</p>	<p>(g) 客戶及各參與者是根據客戶及該參與者自行判斷或從第三方顧問獲得的意見獨立地作出簽訂本協議和此等條款項下每一項交易以及本協議和此等條款項下的交易是適合客戶及各參與者的決定的，及接納其條款和每一項交易的風險，其不將依賴於本行的意見或建議；</p> <p>(h) 客戶及各參與者在訂立本協議時均遵守所有適用法律，並將於本協議有效期內繼續遵守；及</p> <p>(i) 客戶及各參與者均為集團的成員公司。</p>
<p>13.15 陳述和保證。 客戶及各參與者陳述和保證：</p>	<p>13.16 客戶與參與者的集團關係。 若任何參與者有意不再為集團的成員公司，客戶無論如何須於有關終止生效前不少於 14 日，在切實可行情況下盡快向本行遞交經由客戶簽署的終止通知（有關副本抄送相關參與者）。</p>
<p>(a) 其是正式成立或設立並在其成立地或設立地法律項下有效存續；</p>	<p>若某參與者不再為集團的成員公司，但客戶未能根據本條規定發出有關通知，該參與者將在本行按照第 A 部分第 14.4 條（通知）規定的任何方式向客戶發出其得悉有關事件的通知後隨即不再為集團的成員公司。本協議的條款將繼續適用於該參與者，直至本行向客戶發出有關通知為止。</p>
<p>(b) 其具有擁有其財產和資產，開展其業務，簽訂及參與本協議項下的交易的完整的權力、權限、授權和法律權利，並且已經採取或者取得授權其簽訂、交付以及履行本協議的所有必要的行動（包括任何適用的公司行動）和許可；</p>	<p>13.17 貨幣兌換。 本行可將任何附屬賬戶或主賬戶的任何貸方或借方結餘由其現有貨幣兌換成其認為適合的任何其他貨幣，以行使其於本協議項下的權利。有關兌換將按本行當時有關該其他貨幣兌現有貨幣的現行賣出匯率進行。</p>
<p>(c) 本協議對其構成合法、有效及有約束力的義務，並可根據其條款對其執行；</p>	<p>13.18 本協議的修訂。 本協議可隨時作出修訂，或本行可不時對本協議引入額外條款和細則。經修訂協議將於本行向客戶及相關參與者發出通知，包括於網站登載新協議或於本行支行（如適用）展示新的條款和細則，以及若客戶或任何參與者繼續使用環球現金管理服務後生效。</p>
<p>(d) 客戶或任何參與者對本協議的簽署、履行其在本協議項下的義務，或者其行使本協議項下的任何權利均不將：(i) 與對客戶或任何參與者適用的適用法律、判決、命令、授權、協議或者義務衝突或者導致其違犯或者違反該等法律、判決、命令、授權、協議或者義務，(ii) 若適用，違反任何其章程性的文件項下的任何條款，(iii) 導致其或者其董事（若適用）超出權力限制，或者導致其或者使其有義務在其任何財產或資產上設立任何擔保；</p>	<p>13.19 本行的責任。 在不損害第 A 部分第 7.1 條（一般的免責）效力的前提下，並受下文(a)至(d)項所規限下，如客戶或任何參與者使用環球現金管理服務而直接蒙受損失，而此損失是由本行的嚴重疏忽或故意不當行為為引起的，本行將就此損失承擔責任。</p>
<p>(e) 客戶及各參與者是每個賬戶的唯一實益所有人，且賬戶上不存在任何第三方的權利、主張或者利益，並且其是代表其自身參與每一項交易的，其不是按照其代持的其他客戶的賬戶的代持人、或者代表其他人行事</p>	<p>本行不會就客戶或任何參與者自客戶或任何參與者在以下情況（此列表未盡錄所有情況）使用環球現金管理服務而蒙受的任何損失或損害賠償承擔責任：</p>

- (a) 因本行在環球現金管理服務、透過環球現金管理服務傳送任何指示或資料時所發生的任何中斷、延遲、暫停、攔截、遺失或其他失誤情況，如該等情況為本行合理控制範圍以外者，包括但不限於通訊網絡故障、系統故障或第三方供應商的任何行為或遺漏、設備故障及任何政府頒令等；
- (b) 本行執行的已獲證實為由客戶發出的任何指示，但事實上是由第三方發出的（詳情見本 B 部分第 12.6（作出指示的授權）、12.11 及 12.12 條（未經授權指示））；
- (c) 客戶未能履行本 B 部分第 12.16 條（作出指示的授權）項下的某項義務；及
- (d) 客戶或任何參與者因使用環球現金管理服務而導致對任何客戶或任何參與者的資料、軟件、電腦、電腦網絡、電子通訊及其他設備的損失或損害，除非該損失或損害是直接並且完全由本行的嚴重疏忽或故意不當行為所引起。

如本行被認定須就任何行動或遺漏負責，本行的責任上限為有關交易金額或直接損害賠償的金額（以較低者為準）。本行不會就任何非直接、特別或間接損失，或者損害賠償承擔責任。

- 13.20 **終止。**客戶可透過按照第 A 部分第 14.4 條（*通知*）所規定的任何方式向本行提前不少於 7 天發出事先書面通知，或本行與客戶同意的任何其他通知期限的形式終止本協議。本行可隨時在不發出通知或不解釋原因的情況下，暫停或終止所有或部分與某特定參與者有關的環球現金管理服務。只要客戶或任何參與者仍然有未履行或清償的義務或責任，則在本協議終止後，與這些義務或責任有關係的本協議條款將繼續對客戶及各參與者具有約束力。
- 13.21 **可分割性。**如本協議全部或任何部分條款在某一個司法管轄區而言屬無效、無法執行或違法的，則在該司法管轄區內該部分條款會被剔除，而餘下的協議條款則具有完整的法律效力及作用，並且在任何其他司法管轄區本協議條文的效力或可執行性將不受影響。
- 13.22 **補充條款。**補充條款可能會適用於在某些司法管轄區使用環球現金管理服務的客戶。有關該等補充條款的詳情，以及該等補充條款可適用於哪些司法管轄區，請瀏覽網站。
- 13.23 **彌償。**在不損害第 A 部分第 7.2 條（*一般賠償*）效力的前提下，客戶將就客戶及／或各參與者的任何負債、彌償及／或付款責任共同及個別承擔責任。在法律容許的情況下，客戶及各參與者同意，除本行、其職員或高級行政人員因嚴重疏忽或故意不當行為而招致的任何直接損失或損害外，客戶及各參與者將就與本行提供的環球現金管理服務有關的任何申索、訴訟、法律程序、損失、損害賠償或支出（無論內容及原因為何）彌

償本行、其職員或高級行政人員，並確保本行、其職員或高級行政人員免於承擔上述責任。本條款包括但不限於如本行、其職員或高級行政人員已依照客戶或任何參與者的指示行事，而客戶或任何參與者並不正當使用環球現金管理服務以及客戶或任何參與者並無遵守本協議條款的情況。

- 13.24 **管轄法律。**本協議受香港特別行政區的法律所管轄。客戶及各參與者同意接受香港法院對就有關本協議或環球現金管理服務產生的任何糾紛的專有審判權，惟本協議可於任何具有有效司法管轄權的法院執行。若客戶或任何參與者並非處於香港，客戶及相關參與者將於本協議仍然生效的期間委任一名代理人於香港接收傳票。
- 13.25 **英文及中文版本。**如本協議的中、英文版本之間有任何差異，概以英文版本為準。

14. 關於電子支票特別條款和細則

本 14 章條文適用於本行有關電子支票的服務。本 14 章補充本主條款並構成本行不時制定的本主條款的一部份。本主條款中適用於實物支票或適用於本行一般服務的條文，凡內容相關的且不與本 14 章條文不一致的，將繼續適用於電子支票及本行的電子支票存入服務。就電子支票存入服務而言，若本 14 章的條文跟本主條款的條文出現不一致，均以本 14 章的條文為準。

- 14.1 **定義。**就電子支票存入服務為目的，下列詞語具下列定義：

「**匯票條例**」指香港法例第 19 章〈匯票條例〉，可被不時修訂。

「**結算所**」指香港銀行同業結算有限公司及其繼承人及受讓人。

「**存入途徑**」指本行不時提供用作出示電子支票以求存入的任何途徑。

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

「**電子支票存入服務**」指由本行不時向客戶為存入電子支票而提供的服務。

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

「**電子支票存票服務戶口**」指電子支票存票服務的使用者戶口，每位電子支票存票服務使用者必須先跟結算所登記其使用

者戶口方可使用電子支票存票服務出示電子支票以存入受款人戶口，本定義可根據電子支票存票服務條款不時修訂。

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

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

「**受款人銀行**」指受款人戶口所在的銀行。

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

「**付款人銀行**」指為其客戶簽發的電子支票作出數碼簽署的銀行。

14.2 電子支票存入服務的性質及範圍。

- (a) 本行可選擇提供電子支票存入服務。如本行向客戶提供電子支票存入服務，客戶可以存入電子支票。為使用電子支票存入服務，客戶須提供本行及結算所分別不時要求或指定的資料及文件，並須接受本行及結算所分別不時要求或指定的條款及細則。客戶亦可能需簽署本行不時指定的表格及文件。
- (b) 電子支票存入服務讓客戶及其他人士可按下列第 14.3 條使用結算所提供的電子支票存票服務或使用本行的存入途徑出示電子支票（不論向客戶及／或受款人戶口的任何其他持有人支付）以存入本行（作為受款人銀行）。
- (c) 本行可為本行不時指定的貨幣（包括港幣、美元或人民幣）簽發的電子支票，提供電子支票存入服務。
- (d) 本行有權不時設定或更改使用電子支票存入服務的條件。該等條件可包括下列各項（或任何一項）：
 - (i) 電子支票存入服務的服務時間（包括出示電子支票的截止時間）；及
 - (ii) 客戶須就電子支票存入服務支付的任何費用。

14.3 電子支票存入服務。

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

(b) 電子支票存票服務：

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

(c) 本行的存入途徑：

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

14.4 電子支票的處理、相關風險及本行的責任。

(a) 電子支票的處理：

客戶須明白本行及其他銀行須根據業界規則及程序處理、辦理、出示、支付、收取、交收及結算向客戶簽發的電子支票。因此，即使匯票條例未明確指定電子支票出示的方式，或可能指定其他的支票出示方式，

本行有權按業界規則及程序，向付款人銀行出示任何向客戶簽發的電子支票，以收取電子支票的款項。

(b) 本行責任的限制：

在不減低本主條款效果的情況下：

(i) 客戶或任何其他人士因使用電子支票存入服務，或客戶或任何其他人士通過本行向客戶提供的存入途徑出示的電子支票的處理、辦理、出示、支付、收取、交收或結算，或與上述事宜有關而可能引致或蒙受的任何種類的損失、損害或開支，本行無須負責，除非任何上述損失、損害或開支屬直接及可合理預見直接且完全由於本行或本行人員、僱員或代理的疏忽或故意失責導致；

(ii) 為求清晰，現明確如下，客戶或任何其他人士就下列事宜（或任何一項）或與其相關的事宜，而可能引致或蒙受的任何種類的損失、損害或開支，本行無須負責：

- (1) 客戶或任何其他人士使用電子支票存票服務，或與電子支票存票服務條款相關的事宜；
- (2) 客戶未遵守有關電子支票存入服務的責任；
- (3) 按業界規則及程序出示向客戶簽發的電子支票，而無須顧及匯票條例的條文；及
- (4) 任何由於或歸因於本行可合理控制情況以外的原因導致未能提供或延遲提供電子支票存入服務，或導致電子支票存入服務的任何錯誤或中斷；及

(iii) 在任何情況下，就任何收益的損失或任何特別、間接、相應而生或懲罰性損失或損害賠償，本行均無須向客戶或任何其他人士負責。

(c) 客戶的確認及彌償：

(i) 客戶須接受本行及結算所分別就電子支票存入服務及結算所提供的服務施加的責任限制及免責條款。客戶須接受及同意，承擔存入電子支票的風險及責任。

(ii) 在不減低客戶在本主條款，其他本行與客戶簽訂的有關銀行服務協議的文件提供的任何彌償，或於本行享有的任何其他權利或補償的情況下，本行及本行人員、僱員及代理（或任何一人）有關或因本行提供電子支票存入服務或客戶使用電子支票存入服務而可能引致或蒙受任何種類的責任、申索、要求、損失、損害、成本、費用及開支（包括全面彌償引致的法律費用及其他合理開支），以及本行及本行人員、僱員及代理（或任何一人）可能提出或被提出的所有法律訴訟或程序，客戶須作出彌償並使本行及本行人員、僱員及代理（或任何一人）免受損失。

(iii) 如任何責任、申索、要求、損失、損害、成本、費用、開支、法律訴訟或程序經證實為直接及可合理預見直接且完全因本行或本行人員、僱員或代理的疏忽或故意失責導致，上述彌償即不適用。

(iv) 上述彌償在電子支票存入服務終止後繼續有效。