

**Terms and Conditions  
for  
Bank Accounts & Services**

**银行账户和服务  
条款及细则**

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# 银行账户和服务 条款及细则

## 1. 运用范围

在渣打银行(中国)有限公司开设任何本条款及细则第2.1条「账户」的定义中所列明的任何账户,接受本行所提供的本条款及细则第2.1条「服务」的定义中所列明的任何服务,以及接受本行所提供的本条款及细则第2.1条「银行计划」的定义中所列明的任何银行计划,账户持有人(「客户」)同意受下列条款及细则约束。若客户要求,本行将向客户提供本条款及细则的最新版本。

## 2. 定义

2.1 在本条款及细则中,除文意另有所指外,下列词语具有以下涵义:

- (a) 「账户」指客户名下(单独或与他人联名)用以操作任何银行服务的账户,不论是已在本行开立的,或是客户现时或以后要求本行开立的,包括但不限于银行结算账户等。
- (b) 「申请书」指客户开立账户或申请服务、银行计划时需填写的申请书。
- (c) 「本行」指渣打银行(中国)有限公司及其承继人与受让人。
- (d) 「本行集团公司」指本行母公司下属任何公司或本行的任何附属机构或联系公司,包括其承继人和受让人。
- (e) 「银行计划」指本行所提供的「创智理财」和「优先理财」特别账户服务或指其中任何一项。其中,「创智理财」指本行所提供称为「创智理财」的特别账户关系服务,「优先理财」指本行所提供称为「优先理财」的特别账户关系服务。
- (f) 「营业日」指本行在中国对外正常营业之工作日。
- (g) 「客户」指在本行任何以个人身份开立账户或获本行批准加入银行计划的个人,包括中国居民、移居海外的中国人与外国人。
- (h) 「指定签署式样」指用以操作各账户的客户签署式样或印鉴。
- (i) 「债务」指任何人士之所有债务,不论是现时或将来的,实际或有的,或该名人士单独或与任何其他人士共同欠负的。
- (j) 「中国」指中华人民共和国(为本条款及细则之目的,不包括香港特别行政区、澳门特别行政区及台湾省)。
- (k) 「服务」指本行现时和将来各项产品、服务和便利(包括但不限于存款、信贷、银行计划、投资及其他银行服务)。
- (l) 「服务条件」指规限每种各项服务之具体条款及条件(包括任何适用账户委托书及客户使用指南),该等条款及条件将不时予以补充、修订或取代。
- (m) 「活期存款账户」指客户在本行开设的不预定期限的活期存款,包括人民币活期存款和外币活期存款,但不包括在本行非零售业务部开设的活期存款。
- (n) 「定期存款账户」指客户在本行开设的预定期限的定期存款,包括人民币定期存款和外币定期存款,但不包括在本行非零售业务部开设的定期存款。
- (o) 「通知存款账户」指客户于本行开设的通知存款,即客户一次性存入的,且在存入款项时不约定存期,提取时需提前通知本行,约定提取存款日期和金额方能提取的存款,包括人民币通知存款和外币通知存款但不包括在本行非零售业务部开设的通知存款。对于外币通知存款,如第5条无特别规定的,本行将参照中国人民银行颁发的人民币通知存款的相关规定处理。通知存款分为一天通知存款和七天通知存款,一天通知存款须提前一天通知提取存款,七天通知存款必须提前七天通知提取存款。

2.2 条款的标题仅为方便及易于查阅而设,并不影响本条款及细则的解释。

2.3 除非文意另有所指,单数词应包括其复数,反之亦然;单一性别词语亦包括所有性别。

## 3. 活期存款账户

### 3.1 存折

- (a) 个人在本行开立个人存款账户时,应出示本人身份证明,使用实名。本

行将给予客户记名存折一本(如客户申请开立存折存款账户),以登记进支数额。除本行职员外,任何人士不得在存折上作任何进支登记。

(b) 存折上的收支余额只供客户参考之用。所有账户余额均以本行的记录为准(若无明显错误)。

(c) 存折及用于操作账户的盖章必须小心保管,收藏在安全的地方,以防丢失。若存折或有关盖章遗失、误置或被窃,须立即书面通知本行。本行对于在未收到书面通知前已付出的任何款项概不负责,客户并须补偿本行为此招致的任何损害赔偿、损失、费用、收费或支出。若存折或用于操作账户的盖章遗失、误置、被窃或损毁,客户须向本行支付报失手续费,本行将于收到客户的解释及补偿保证,以及本行不时指定的补发费后再发给新的存折。

(d) 存折不得转让,亦不得作为抵押或质押保证。

### 3.2 利息的支付

#### (a) 人民币活期存款账户

利息应根据中国人民银行有关规定,就账户内的结余存款,以每年三百六十日为基准计算,且利息应每季一次并入本金,此后的利息应基于已增加本金计算。

#### (b) 外币活期存款账户

利息应根据中国人民银行有关规定,就账户内的结余存款,以每年三百六十日为基准计算,但对于英镑、港币和银行不时指定的其他活期账户,利息以每年三百六十五日为基准计算。利息应每年一次并入本金,此后的利息应基于已增加本金计算,但300万美元以上(含300万美元)或等值其他外币的账户结余存款,本行保留权利与客户另行协定利率水平。

### 3.3 付款

(a) 在符合下文3.3(d)条规定下,客户可于本行任何一间在中国设立的分行于营业时间内提供以下文件提取存款:(01)存折(如为存折存款账户);(02)有效的身份证明文件;及(03)由客户签署及/或盖章的提款单。

(b) 客户于每次存款或提款后,应仔细核对存折或其他存款证明及存款收据内所记的账目,确保正确无误,方可离开柜台。离开柜台后本行概不负责。

(c) 凡本行根据上文3.3(a)条所列文件支付给来人的款项,若文件上的签署或盖章看来是客户的签署或盖章,即视作已付予客户本人。本行对客户或任何第三者由此遭受的任何损失概不负责。

(d) 当客户需要作大额提存款项时,本行保留权利要求客户提前一个营业日事先通知本行。客户可在本行任何分行查询有关限额。本行亦保留权利根据本行不时厘定的收费率在账户扣除大额提出现金的服务费。

### 3.4 手续费

凡于外币活期存款账户提存现钞、支票、汇票、付款指示或其他票据,本行可收取手续费。

## 4. 定期存款账户

### 4.1 利息的支付

(a) 人民币定期账户的利率依照中国人民银行有关规定。

(b) 300万美元以上(含300万美元)或等值其他外币的大额外币存款,利率由本行与客户协商确定;300万美元或等值其他外币以下的小额外币存款,利率根据中国人民银行的有关规定确定。

(c) 定期账户利息以每年三百六十日为基准按单利计算,但对于英镑、港币和本行不时指定的其他定期账户,利息以每年三百六十五日为基准按单利计算。

### 4.2 付款

(a) 客户可以于期满之前部分或全额提取或转拨定期账户的存款,提前支取的部分按照相关活期存款利率计付利息。但客户于期满之前提取或转拨大额定期账户的存款,须经本行同意。

(b) 若存款到期日或本行须付款的日子并非营业日,则到期日或付款日将顺延至下一个营业日,利息将计至该等下一个营业日;或如客户要求,则

客户可在该到期日或付款日前的最后一个营业日支取，利息计至实际取款日。除此情形外，对于在期满之前部分或全部提取或划拨定期账户的存款，应按4.2(a)条处理。

- (c) 若本行于定期账户到期时并未收到客户的续期或提款指示，存款将连同应付利息按现时利率以同样货币自动续存同一期限。
- (d) 所有货币的定期存款可于客户向本行分行发出事先通知后一个营业日提取。

## 5. 通知存款账户

### 5.1 利息的支付

- (a) 通知存款的利息应由本行参照中国人民银行的有关规定计算。
- (b) 如遇以下情况，利息按活期利率计算：
  - (i) 实际存期短于通知期限的；
  - (ii) 未经提前通知而提款的，提取部分按活期存款利率计息；
  - (iii) 已发出通知而提前提取或逾期提取的，提取部分按活期存款利率计息；
  - (iv) 提取金额不足或超过通知中确定的金额的，不足或超过部分按活期存款利率计息；
  - (v) 提取金额低于最低提取额的，提取部分按活期存款利率计息。
- (c) 如客户已发出通知而在通知期限内撤销通知或在通知期限后仍未提取的，拟提取部分自本行收到通知之日起至通知所确定的提取日期限内不计息。

### 5.2 付款

- (a) 除非本行与客户另有约定，客户须按本行要求的方式向本行发出提取存款的通知。
- (b) 若本行须付款的日子并非营业日，则到期日或付款日将顺延至下一个营业日，利息将计至该等下一个营业日。
- (c) 通知存款的最低提取额由本行确定，客户可在本行查询该等最低提取额的数额。对于每笔通知存款，客户可以一次或分次提取。
- (d) 通知存款部分提取的，如留存部分高于最低起存额的，客户需重新填写通知存款存单，该部分存款的存期自原开户日起算；如留存部分低于起存额的，本行有权结束账户，而该部分存款应按活期存款利率计息，或根据客户要求转为其他存款。

## 6. 账户的存取

本第6条适用于所有的账户。

### 6.1 存入款项

- (a) 存款的最低起存额和存款期限依照中国人民银行相关规定或由本行确定，客户可在本行查询该等最低起存额和存款期限。
- (b) 客户在本行任何一间在中国设立的分行存款于账户时所收到的收据，必须盖有本行收数机印或由本行授权的人员签字方为有效。
- (c) 本行可酌情决定是否接受人民币或外币现钞存款，并可收取有关费用。
- (d) 凡存入账户的支票及其他票据（包括汇入汇款）须由本行酌情决定是否接受，支票或票据的入账须待兑现后及（若适用）在符合依照有关的结算所当时有效的条例下，方能作实，除非本行全权决定另行允许。自本行接受支票或其他票据（包括汇入汇款，以适用者为准）并将其入账之日起，才计算利息。客户可向本行查询存入账户的支票或其他票据（包括汇入汇款）通常需要的结算时间，以资确定。本行有权在账户扣除有关的手续费、费用及支出，以及其后不获兑现而遭退回的票据的价值。
- (e) 客户所存票据，本行将尽可能于即日办理，但客户于结算截止时间后（各分行的结算截止时间均有不同）存入的支票、汇票、本票等，可能未能及时即日办理，将延至下一个营业日与其他银行交收结算。
- (f) 若存入存款账户作为存款之用的支票不获兑现而被退回，就该账户发出的任何存款确认均属无效。

### 6.2 付还存款及转账

- (a) 本行可酌情决定根据客户的适当书面授权将账户内的任何存款以电子付款、电汇或其他自动转账方式支付予中国境内的一家银行，但须支付本行当时有效的手续费。然而有关汇款的风险全部由客户承担，有关汇款或其他信息在传递途中或信息收到时由于错误理解而造成的任何延误或错漏，若由于本行无法控制的任何原因所致，本行概不负责。
- (b) 客户须就本行按照客户指示（包括任何直接付款授权书）作出的转账承担全部责任。如客户在有关账户内的存款不足以支付转账额，本行可拒绝按照客户指示办事，并决定不作出该项转账。在这种情况下，本行可如常收取费用，如属根据直接付款授权书作出的转账，本行可随时向客户发出通知取消该项授权。
- (c) 在适当地提前通知下，对存款货币的提取受本行有关现钞服务不时提供之币种所限制。本行保留以现钞、电汇、本票、汇票或其他方式支付存款的权利。
- (d) 根据客户指示以特定货币对客户进行兑换支付时，本行保留权利不向客户作进一步的通知而以客户名义开立特定货币账户。
- (e) 以银行本票或银行汇票提款须支付本行当时有效的手续费。
- (f) 若客户从其外币账户中提取外汇现钞携带出境，本行有权要求客户按照中国国家外汇管理局及其他政府部门的有关规定，至本行办理《携带外汇出境许可证》，且本行可向客户酌情收取手续费。若客户将其外币账户外的外汇汇出境外，本行有权要求客户按照中国国家外汇管理局及其他政府部门的有关规定办理汇款出境审核手续（如适用）后至本行办理汇款，且除上述6.2(a)条所述的电汇费，本行可向客户酌情收取手续费。
- (g) 存放于本行在中国设立的分行的所有账户存款及结余，只在中国付还，除非本行同意，客户不得由第三者代为提款，但本行可全权决定在何种情况及条件下给予同意或拒绝同意。在此情况下，客户须负责及补偿本行因第三者的行为而直接或间接招致的任何损失。

### 6.3 税项

- (a) 本行在向客户结付储蓄存款利息时，代扣代缴其应缴纳的个人所得税税款。
- (b) 若存款因课税或贬值而引起任何损耗，本行无须对客户或其遗产（于客户身故后）承担任何责任。

## 7. 开立账户及申请服务和银行计划

- 7.1 客户可不时向本行发出通知，申请开立账户或选择加入银行计划。
- 7.2 客户开立账户及申请服务和银行计划的方式，由本行不时指定（包括但不限于书面或口头、亲身或用卡、或以电话、邮件、电讯、传真或其他电子方式），并受本行不时指定的服务条件规限。客户可向本行查询当时可供开立账户或申请服务和银行计划的方式及适用的服务条件。
- 7.3 客户同意，每种账户、服务和银行计划均是由本行遵从适用之服务条件而提供的，客户同意受所有服务条件约束。若任何服务条件与本条款及细则有任何抵触，应以有关之服务条件为准。本行将备有以供客户索取开立账户或申请服务和银行计划时有效的有关服务条件。客户首次使用该账户、服务或银行计划即当作已阅读、明白并同意接纳和遵守服务条件。
- 7.4 本行对其就全部或任何账户、服务和银行计划所作之任何全权决定、决断、要求或决议以及上述者之行使、作出、采取及/或生效时间，应具有全权决定权。

## 8. 结束账户及终止服务和银行计划

- 8.1 本行可于无须承担责任及透露理由的情况下，拒绝接受任何存款，限制可存入的金额，退回全部或部分存款，或在采取下列措施的情形下随时酌情决定给予客户通知以暂时中止任何账户的运作或关闭任何账户：(a) 给予客户币种为存款货币、抬头为客户、金额为账户余额（若有）的汇票（在此情形下银行将解除其所有责任）或(b) 将账户余额（若有）留存于银行供客户日后提取。
- 8.2 本行可发出通知及在给予或不给予理由之下，完全或部分终止任何服务和银行计划，但不影响本行及客户各自就服务和银行计划中之任何一项或以上之权利及责任，该等权利及责任应继续受有关服务条件所约束。
- 8.3 如果账户在连续12个月内未发生收付活动（付息及从本行从账户中扣除本行费用的情形除外），则本行可向客户发出办理销户手续的通知。通知发出后，

- 客户未能在相关法律规定的期限内至本行办理销户手续的，视同自愿销户。撤销账户后，本行可按其认为适当的任何方式将账户余额（扣除所有费用后）退还给客户，或转入本行的久悬未取的账户专户管理。
- 8.4 客户可以书面通知本行终止所加入之服务和银行计划，但须支付本行认为应予收取之任何服务费。
- 8.5 客户或本行结束账户和/或终止服务和银行计划，不会解除或在任何方面影响任何债务或客户在该终止生效之前已有或产生之其他责任。
- 9. 汇率及费用**
- 9.1 本行可收取费用，作为就账户、服务或银行计划提供任何形式的银行便利的费用。该等费用详见本行不时公开的收费表。本行有权于任何时间酌情决定更改费用。收费表经客户要求可提供予客户。收费表以外的费用将在提供有关服务之时另行通知。本行有权在本行认为适当的时间，从客户/客户在本行之任何账户内扣除根据本第9条应由客户支付之任何费用。
- 9.2 不论存款数目多少，客户若在本行所不时指定的时间内没有任何账户收支，本行可收取费用，作为对该账户提供银行服务的费用。
- 9.3 在不影响本行之任何其他权利下，若客户在本行之账户资金不足，或在本行没有足够之信贷额以缴交收费及其他应付费用，本行有权全部或部分终止或暂停客户所加入之服务或银行计划。
- 9.4 就接受外币现钞和现汇汇款并在兑换后存入客户的账户，或对客户进行特定币种的付款时，本行可酌情决定适用之汇率。由本行确定的当时有效汇率是决定性的，对客户具有约束力。
- 9.5 若客户以外币进行存款，客户需明了如将存款货币兑换回本国货币可能因为汇率变动而造成本金有所损失。
- 10. 账户月结单及确认通知书**
- 10.1 客户有责任审查每份账户月结单及确认通知书上的账项，并将任何错误或未经授权之借项立即通知本行。若客户于月结单或通知书发出日期后九十日内仍未如此通知本行，客户必须接受月结单或通知书是其中所载详情的决定性证明，同意受其约束而且放弃其对本行可行使或采取的一切权利及补救方法，但由于下列情况所引致的未经授权作出的账项除外：(a)任何第三方仿冒或诈骗所引起而本行未能以合理的审慎态度及技巧处理者，或(b)本行职员或代理人仿冒、诈骗、失责或疏忽或本行本身失责或疏忽所引致者。
- 10.2 在不影响上述第10.1条规定的情况下，本行有权随时修正及/或纠正因本行本身的错误或遗漏而于任何账户月结单或确认通知书上出现的错误，而无须对客户承担任何责任。如此修正或纠正的账户月结单或确认通知书将对本行及客户具有约束力。
- 11. 客户的指示**
- 11.1 除非本行另行书面同意或本条款及细则另有规定，本行仅按客户的指示办事。书面指示须按申请书或其他银行不时指定之文本签署。以电传、传真、电话或其他电子方式发出的指示，本行保留不予接纳的权利。
- 11.2 若客户账户的存款不足以支付任何款项或由此引起的任何手续费，本行可拒绝按照客户的指示办事，而且本行对任何后果概不负责，不论客户是否收到有关本行此项决定的通知。
- 11.3 对由于客户撤销或更改客户发出的任何指示所引起的任何费用或手续费，客户应充分补偿本行并使本行免受损害。
- 12. 指定签署式样**
- 12.1 除非本行根据第12.4条收到通知，或第12.3条另有规定，否则客户的指定签署式样即客户首次向本行申请开立任何账户或使用任何银行计划时指定的签名或印鉴。如客户以其印鉴为其指定签署式样，而客户在任何时候开立的账户或使用的银行计划必须手书签署（不论是由于监管性质的规定，或由于本行的营运需要或政策，或任何其他原因），客户须根据第12.4条将其指定签署式样改为手书签署，否则本行有权向客户发出通知，指定以客户在本行记录内的任何手书签署（如有）作为其指定签署式样。
- 12.2 客户同意，本行可依据和执行与任何账户和/或银行计划有关而又以指定签署式样签署的任何书面指示。
- 12.3 不论上文有何规定，本条款及细则不限制本行单独和全权决定接受与本行记录内客户的任何签署式样或印鉴相符，但并非指定签署式样的客户签名或印鉴。

- 12.4 客户如欲更改其指定签署式样，须填妥更改指定签署式样表格，经交本行在中国的相关分行。上述更改于本行收到及办理已填妥的表格后方生效。除第12.3条另有规定外，客户提供的新指定签署式样将作为所有账户操作和使用银行计划时所用的签署式样或印鉴。
- 13. 身份鉴别**
- 13.1 客户同意，只要本行能以其他方式鉴别客户的身份（包括但不限于个人身份证、护照、经本行与客户双方为此而同意采纳的密码及/或代码、及/或本行为此而合理要求的客户额外身份资料，而客户承诺会按要求提供此等资料），则本行可容许客户毋须提供任何签署（或印鉴）而开立及操作任何账户和/或使用任何银行计划。客户承认免除签署（或印鉴）本身存在风险，但同意所带来的方便及灵活性可抵偿所涉及的风险。因此，如本行执行本行基于诚信接纳为客户发出的任何指示，而该指示实际上未经客户授权，客户放弃对本行的任何索偿权。
- 13.2 不论上文有何规定，如客户身份不能以其他方式鉴别，或由于任何适用的监管性质的规定或本行的营运需要或政策，或本行酌情认为适当的任何其他原因，以致客户必须提供签名或印鉴，客户须应本行要求提供签名或印鉴。
- 13.3 除客户已通过书面指示签署直接付款授权书或服务另有明确规定的情况外，本行若未事先收到客户按本行指定格式作出的授权书及/或赔偿书，则保留权利不会接受账户之间转账的非书面指示。
- 14. 权利和义务**
- 14.1 补偿保证**
- (a) 对于本行直接或间接(i)审议根据本条款及细则要求本行给予同意的申请；(ii)实施或履行本条款及细则；(iii)按本条款及细则追回本行任何应收款项；(iv)在其他方面因行使在本条款及细则下之权利；或(v)进行为保护账户、银行计划或与账户、银行计划有关或由账户、银行计划引起的任何性质的法律诉讼而花费的一切费用及支出（包括律师费及本行按本行确定的收费率就本行雇员所花的时间计收的费用），客户同意充分补偿本行。
- (b) 若本行因接受任何账户存款或维持或运作账户或因账户被诈骗、疏忽或未经授权使用而蒙受或招致任何性质的法律行动、诉讼、索赔、付款要求、债务、损失、损害赔偿以及支出（包括但不限于按全额补偿基准计算的律师费），客户须充分补偿本行并使本行不受损害。
- 14.2 放弃索偿权**
- 对由于下列原因直接或间接引起的损失，客户同意放弃对本行提出索偿的权利：
- (a) 因本行无法控制的原因，引致传送设施、系统（包括但不限于任何非属本行的结算系统）或设备发生操作上的故障、失灵或延误；
- (b) 客户与本行之间在沟通上出现错误，不论是由于沟通上的误解、含糊不清或其他原因；
- (c) 本行接纳及执行任何未经授权的指示，而该指示是本行基于诚信相信是由客户作出的；或
- (d) 本行在等待收取本行规定格式的有关确认期间，拒绝办理或执行或延迟办理或执行客户作出的真实申请或指示。
- 14.3 抵销权及资金的运用**
- (a) 除本行或任何本行集团公司依照法律享有的任何留置权、抵销权或任何其他权利外，且不论本行或任何本行集团公司与客户不时订立的任何其他协议有任何相反的规定，本行可无须事先通知客户，随时将客户在本行或任何本行集团公司开设的任何账户（不论是否在中国开设，不论是单独持有或与任何其他人士联名持有，不论是否已到期或须发出通知，及不论是何种货币）的全部或任何存款结余进行抵销、转账或运用，以清偿客户对本行或任何本行集团公司的债务。客户授权本行或有关本行集团公司可在必要时转账或发放上述全部或任何存款结余。本行或本行集团公司可根据兑换日的现行兑换率进行必要的货币兑换。
- (b) 若客户的账户因本行或任何其他机构或人士（包括客户）的错误、不当行为或遗漏而存入过多的款项，客户须在本行要求下立即退还有关款项。本行有权在向客户或不向客户发出事先通知或付款要求的情况下，



从客户的任何账户中扣除多存的款项。

#### 14.4 超过一位客户

- (a) 若客户的账户是联名账户：—
- (i) 联名账户持有人须连带地向本行承担一切与联名账户有关的义务及法律责任；
- (ii) 于联名账户持有人中任何一人身故后，该联名账户中的结余（如有），须由本行持有并按照国家法律法规的规定以联名账户持有人之中的尚存者和身故联名账户持有人的合法继承人为受益人；同时不损害本行就任何留置权、抵押、质押、抵销、反索赔或在其他方面就此享有的权利，亦不影响本行对上述尚存者以外任何人士提出的申索采取其认为适当的行动；
- (iii) 本行有权接受联名账户持有人符合签署指示的签署或盖章，或联名账户持有人之中的尚存者的签署或盖章，作为从联名账户提取任何款项的充分执行依据；及
- (iv) 本行于收到联名账户持有人其中一人或以上符合签署指示的要求或指示后，有权根据上述要求扣除该账户中的款项或给予任何通融或按上述指示办事。
- (b) 若客户多于一人，则根据本条款及细则(i)每名客户须连带地承担义务及法律责任，(ii)在文意所需的情况下，凡提及客户须视作指其中任何一人或每一人，(iii)客户的每一人均须受本条款及细则约束，即使其中任何一人或拟受本条款及细则约束的任何人并未受本条款及细则约束，及(iv)本行有权分别与客户中任何一人办理任何事宜，包括在任何范围内解除任何责任，但不影响客户中任何其他人士的责任。
- (c) 由账户委托书指定的人士发出的指示或进行的交易，对客户具有约束力。对账户委托书的任何修改须经所有客户书面签署作实。

#### 14.5 资料的披露

- (a) 客户在此同意银行及其职员和代理人将有关客户、客户账户以及/或者与银行及渣打银行有限责任公司（包括其所有分行及子公司）（“渣打银行”）的交易关系，包括但不限于客户授信额度的详细资料、为客户提供的担保、客户进行的交易以及在银行及渣打银行的余额和交易状况的信息披露给：
- (i) 银行的控股公司、其子公司或其控股公司的子公司、关联公司、代表处和位于任何国家或地区的分行（“被许可方”）；
- (ii) 对被许可方承担保密义务的被许可方的代理人及独立合同方；
- (iii) 与公司或银行间任何协议下银行的权利和/或义务相关的实际或潜在的参与者或次级参与者、或者受让人或替代人（他们的代理人或顾问）；
- (iv) 被许可方的信用评级机构、保险公司、保险经纪人，或直接或间接对被许可方提供信用保护的第三方；
- (v) 对被许可方具有管辖权的任何法院或审理机构、或具有规范、监管、行政或准行政职权的部门。

客户或本行终止账户和/或银行计划不影响或终止客户对本行披露本行于终止时所持有的上述资料和信息所作的授权。

- (b) 客户须在本行要求下，向本行提供本行不时要求作下列目的之用的额外身份资料：
- (i) 办理客户开立任何账户和/或使用任何银行计划的申请手续，及；
- (ii) 操作账户
- (c) 如客户提供予本行的身份资料或其他资料有任何更改，须立即通知本行。

#### 14.6 通知及审核确认书

- (a) 除另有规定外，本行向客户发出的任何通知、通告、账户月结单或通讯在以下时间视为送达客户并生效：
- (i) 如在本行的网站上公布，本行公布之日；
- (ii) 如在本行营业场所放置或张贴，本行放置或张贴之日；

(iii) 如在报纸、电视、广播、网络等媒体上刊登，刊登之日；

(iv) 如以邮寄发送，投邮后第二(2)日（若寄往中国境内的地址）或第五(5)日（若寄往中国境外的地址）；

(v) 如以传真发送，成功发送的发送报告显示的时间；

(vi) 如以电子邮件发送，本行发送之时；或

(vii) 如以专人递送，亲自交付之时。

若本行采取多种通知方式的，以通知被视为最早送达的时间为准。

尽管有上述规定，但在任何情况下均不得被理解为本行放弃法律、法规所允许的其他通知方式，除上述通知方式外，本行仍可选择本行认为适当的其他方式通知客户，且客户同意接受以该方式发出的通知的约束力。

- (b) 若在本行所记录的签署式样、地址或其他有关资料有任何更改，客户必须通知本行。本行可视客户最后的已知地址为一切用途（包括法律诉讼在内）的现行地址，直至本行收到有关的通知为止。
- (c) 根据本行的核数程序，本行将不时向客户发出确认书，要求客户核查及确认确认书上所示的账户结余及日期均属正确。若该等确认书要求，客户须按本行要求签署确认书并交还本行。
- (d) 除非双方另行同意，否则客户发给本行的通知均须书面作出，于本行实际收到时视为收讫。

#### 14.7 重要信息

14.7.1 本行有权基于任何银行产品及/或服务（包括但不限于任何提款、存款、转账、汇款以及其他账户服务、银行卡服务、电子银行服务，下同），经适当通知（书面或其他形式），不时要求客户提供、补充、确认、更新下列信息（统称“重要信息”）：

- (a) 客户基本信息（包括但不限于姓名、国籍、出生日期、身份证件种类、号码及有效期限、职业、联系方式（包括电话、传真、电子邮件、邮寄地址）、婚姻状况、家庭状况、资产来源证明、住所、现居住地或工作单位及照片等）；
- (b) 代理关系（包括但不限于授权委托书、代理协议以及代理人或监护人身份证件）；
- (c) 交易信息（包括但不限于账户交易及其相关业务活动、交易对手方及资金来源证明）；以及
- (d) 其他由本行不时决定的、与以下事项有关的文件、资料和信息：(i) 开立、维持、使用任何银行产品及/或服务；(ii) 法律、法规以及有权机关的要求（包括但不限于账户所在地、资金汇出或汇入地以及本行集团公司及关联机构所在地所属国家和地区的法律、法规以及有权机关的要求）；及/或(iii) 本行及本行集团公司的内部政策、管理要求或商业决策。

14.7.2 客户一经收到上述通知应立即按照本行通知要求的期限、内容、方式向本行提供该等重要信息。客户应保证该等重要信息真实、有效、准确、完整且不存在任何遗漏、隐瞒和误导。

14.7.3 客户同意，如在本行通知要求的期限内，客户无正当理由未提供、补充、确认、更新相关重要信息，则本行有权，在客户逾期超过90天后（以本行首次通知的到期日为准），以不少于30天提前通知单独或先后：

- (a) 暂停、中止或拒绝受理客户在本行的全部或部分银行产品及/或服务，直至客户按照本行要求提供、补充、确认或更新相关重要信息；及/或
- (b) 终止客户在本行的部分或全部银行产品及/或服务，包括注销客户在本行的部分或全部账户，此情况下客户应按本行要求提供其在其他银行开立的用于接收其剩余款项的账户。如客户未提供该等账户，本行将自行指定其他账户用于暂存该等款项，客户可向本行提出申请并按照本行要求提供和签署相关文件，以取回该等款项。

14.7.4 客户同意，在任何情况下，本行均不承担客户由于本行行使本条款下权利所遭受的任何损失或损害（无论是直接的还是间接的，包括但不限于利润损失或利息损失）。

14.7.5 为免冲突，在本第14.7条适用的情况及范围内，本行与客户的权利义务以本第14.7条为准，条款及细则条款第8.1条和第8.2条并不适用。

## 15. 修订

本行可酌情决定以向客户发出通知的方式单方面修改或增删本条款及细则。对该等条款及细则之修订均视作有效，且对客户具有约束力，除非本行于该修订生效日之前收到客户关闭其账户或终止其当时所加入的银行计划的通知。

## 16. 附加规则

本行可酌情决定不时发布账户管理规则，而客户同意受该等规则的约束。该等规则具有如同已明确列入本条款及细则一样的效力及功用。

## 17. 部分失效

本条款及细则任何条款若因任何理由在任何司法管辖区失效，应只在该无效范围内失效，不应影响本条款及其守则其余条款的有效性，或该条款在任何其他司法管辖区的有效性。本条款及细则并不排除或限制中国法律所禁止排除或限制的任何责任。

## 18. 转让和让与

18.1 未经本行事先书面同意，客户不得转让或让与其在本条款下的任何权利或义务。

18.2 本行有权将本行在本条款及细则项下的全部或任何部分的权利和义务转让或让与给任何第三人(以下称“受让人”)，而无需事先通知客户或取得客户的同意。在该等转让或让与生效后，本行在本条款及细则项下的一切权利和义务将成为受让人的权利和义务，且本行在本条款及细则项下的任何权利可由受让人针对客户强制执行，如同受让人取代本行始终为本条款及细则的当事方。

## 19. 管辖法律及司法管辖权

19.1 本条款及细则受中国法律管辖及解释，客户兹不可撤销地服从中国法院的非专属管辖权。

19.2 在遵守下文第19.3条的前提下，账户的操作须遵守中国的适用法律及中国人民银行及其有管辖权的分支机构不时规定的规则及程序以及本条款及细则的规定。

19.3 第19.1或19.2条的任何规定并不限制本行于任何其他具有司法管辖权的法院对客户提出诉讼的权利，而于一个或多个司法管辖区提出诉讼的行动并不妨碍本行于同一时间或不同时间在任何其他司法管辖提出诉讼。

## 20. 文字

本条款及细则的英文译本仅为方便而设，在任何情况下均以中文本为准。

## Terms and Conditions for Bank Accounts & Services

### 1. Application

In opening any Account (as defined in Article 2.1 below), accepting any Service (as defined in Article 2.1 below) and accepting any Banking Plan (as defined in Article 2.1 below) with Standard Chartered Bank (China) Limited, the account holder(s) ("Customer") agrees to be bound by the following terms and conditions ("Terms and Conditions"). The Bank will make available to the Customer a copy of the prevailing version of these Terms and Conditions upon request.

### 2. Interpretation

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

- (a) "Accounts" means any account in the Customer's name (whether singly or jointly with any other person) by means of which any Facility is operated, whether it was previously opened and maintained with the Bank or is an account which the Bank is now or subsequently requested to open, including but not limited to bank settlement account.
- (b) "Application" means the application form filled in by the Customer when such Customer opens Accounts or apply for Services or Banking Plans;
- (c) "Bank" means Standard Chartered Bank (China) Limited include its successors in title and assigns.
- (d) "Bank Group Company" means any other company of the Standard Chartered group being the parent or any subsidiary or associated company of the Bank, and includes each such company's successors and assigns;
- (e) "Banking Plans" includes "Priority Banking" and "Excel Banking", and "Banking Plan" means either one of them, with any branches of the Bank in the PRC, among which, "Excel Banking" means the Bank's special relationship services described as "Excel Banking", and "Priority Banking" means the Bank's special relationship services described as "Priority Banking".
- (f) "Business day" means a working day on which the Bank is open to the public for the transaction of business in the PRC.
- (g) "Customer" shall be any customer of the Bank who opened an account with the Bank in his personal capacity or whose name appeared in the Application, and enrolled in the Banking plan by the Bank, including domestic residents, overseas Chinese and foreigners;
- (h) "Designated Signature" means the Customer's specimen signature or name chop for the operation of the Accounts.
- (i) "Liabilities" means all the liabilities of any person, whether present or future, actual or contingent, and whether owed individually or jointly with any other person.
- (j) "PRC" means the People's Republic of China (for the purpose of the Terms and Conditions only, excluding the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan).
- (k) "Services" means the Bank's present and future products, services and facilities (including without limitation deposit, credit, Banking Plans, investment and other banking facilities).
- (l) "Service Conditions" means the specific terms and conditions regulating each of the Services, and includes any applicable account mandates and customer user guides, as any of the

same may from time to time be supplemented, amended or replaced;

- (m) "Saving Account" means a saving deposit made by the Customer with the Bank without a pre-determined term including RMB saving deposit and foreign currency saving deposit but excluding any saving deposit made with the Bank's non-Consumer Banking Division.
- (n) "Fixed Deposit Account" means a fixed deposit made by the Customer with the Bank for a pre-determined term including RMB fixed deposit and foreign currency fixed deposit but excluding any fixed deposit made with the Bank's non-Consumer Banking Division.
- (o) "Call Deposit Account" means a call deposit made by the Customer with the Bank. The call deposit is a deposit with the Bank which the Customer shall make each deposit in full and has not, at the time of making the deposit, specified a pre-determined deposit term and if the Customer intends to make any withdrawal of such deposit, the Customer has to give prior notice to the Bank specifying the date and amount of the withdrawal. Call Deposit shall include RMB call deposit and foreign currency call deposit, but excluding any call deposit made with the Bank's non-Consumer Banking Division. Subject to any express provisions in this Article 5, the Bank shall process foreign currency call deposit with reference to the relevant rules and regulations governing RMB call deposit as promulgated by the People's Bank of China. Call Deposit includes one-day Call Deposit and seven-day Call Deposit. The Customer shall give at least one day's prior notice to the Bank if the Customer intends to withdraw a one-day Call Deposit. For any withdrawal of seven-day Call Deposit, seven days' prior notice to the Bank is required.

2.2 Clause headings are for convenience and ease of reference only and shall not affect the construction of these Terms and Conditions.

2.3 Unless the context otherwise requires, words importing the singular shall include the plural and vice versa and words importing a gender shall include every gender.

### 3. Saving Accounts

#### 3.1 Passbook

- (a) The Customer shall show his valid personal identification document and use his real name when opening an Account. The Customer will be supplied with a passbook (if the Customer applies for a passbook Account) in which the Bank will enter the amounts deposited and withdrawn. No entries should be made in the passbook by any person other than an employee of the Bank.
- (b) The passbook is for the Customer's reference. The Bank's records shall (in the absence of manifest error) be conclusive in showing the correct balance of the Account.
- (c) The Customer must exercise all due care and attention to prevent loss of his passbook and seal or chop used for operating an Account, all of which should be kept in a place of safety. Notice in writing should be given to the Bank at once if a passbook, seal or chop is lost, mislaid, or stolen. The Bank shall not be responsible for any payment made prior to receiving such written notice and the Customer agrees to indemnify the Bank against any damages, losses, costs, charges or expenses which the Bank may incur as a result.



In the event of a passbook or seal or chop used for operating an Account being lost, mislaid, stolen or spoiled, the Customer shall pay the Bank a report loss charge and the Bank may, on receiving an explanation and indemnity and payment of a replacement fee prescribed by the Bank for the time being, issue a new passbook.

- (d) The passbook is neither transferable nor assignable and cannot be pledged or charged as security.

### 3.2 Interest Payments

#### (a) RMB Saving Accounts

Interest shall be determined according to the relevant rules of the People's Bank of China and will be calculated on the credit balance on the Account and on the basis of a 360 day year. Interest shall be added to the principal quarterly and thereafter interest shall be calculated on the increased principal.

#### (b) Foreign Currency Saving Accounts

Interest shall be determined according to the relevant rules of the People's Bank of China and will be calculated on the credit balance on the Account and on the basis of a 360 day year. However, Interest on a GBP, HKD or other Saving Account designated by the Bank from time to time shall be simple interest and calculated on a 365 day year basis. Interest shall be added to the principal yearly and thereafter interest shall be calculated on the increased principal. However, if the credit balance of a foreign currency Savings Account is more than USD 3 million (including USD 3 million) or other currency equivalent, the Bank has the right to separately agree the interest rate with the Customer.

### 3.3 Withdrawals and Payment

- (a) Subject to Article 3.3(d) below the Bank will repay deposits on demand on production of: (01) a passbook (only applicable to passbook Account); (02) a valid personal identification document; and (03) a withdrawal form bearing the signature and/or a seal or chop of the Customer at any branch of the Bank in the PRC during the hours that it is open for business.
- (b) The Customer should carefully examine his passbook or other saving evidence and any counterfoil made for deposits before leaving the counter to ensure that the entries made are correct. The Bank shall be exempted from any liability after the Customer has left the counter.
- (c) Any payment made by the Bank against the items listed in Article 3.3(a) above and where the signature, seal or chop purports to be that of the Customer shall have the same effect as if made to the Customer personally. The Bank will not be responsible for any loss suffered by the Customer or any third party as a result.
- (d) The Bank reserves the right to require one business day prior notice from the Customer before permitting large cash withdrawals or deposits. The amounts for which such notice is required may be ascertained by the Customer upon enquiry with any of the Bank's branches. The Bank also reserves the right to levy to the Account a service fee for large cash withdrawals or deposits at such rate as may be specified by the Bank from time to time.

### 3.4 Commission

A commission in lieu of exchange may be levied on the value of

the currency notes, cheques, drafts, payment orders or other monetary instruments in the currency of the Account accepted by the Bank for deposit or requested by the Customer on withdrawal.

## 4. Fixed Deposit Accounts

### 4.1 Interest Payments

- (a) The interest rate for a RMB Fixed Deposit Account shall be determined according to the relevant rules of the People's Bank of China.
- (b) If the deposit of a foreign currency Fixed Deposit Account is more than USD 3 million (including USD 3 million) or other currency equivalent, the interest rate shall be determined through negotiation between the Bank and the Customer; and if the deposit of a foreign currency Fixed Deposit Account is less than USD 3 million or other currency equivalent, the interest rate shall be in accordance with the rules of the People's Bank of China.
- (c) Interest on a Fixed Deposit Account shall be simple interest and calculated on a 360 day year basis. However, Interest on a GBP, HKD or other Fixed Deposit Account designated by the Bank from time to time shall be simple interest and calculated on a 365 day year basis.

### 4.2 Withdrawals and Payment

- (a) The Customer may withdraw or transfer deposits from a Fixed Deposit Account, whether partially or in full, before maturity. Interest on the early uplifted amount shall be calculated based on the interest rate which is applicable to Savings Accounts. Any withdrawal or transfer of large deposits from Fixed Deposit Account before maturity shall be subject to the consent of the Bank.
- (b) If any Fixed Deposit Account matures or payment by the Bank is to be made on a day which is not a business day, then the maturity day or the payment day shall be extended to the following business day, and the interest shall be calculated up to such following business day; or, upon the demand of the Customer, the Customer may withdraw, transfer or request payment of the deposits on the last business day before the said maturity date or payment date, and the interest shall be calculated up to such last business day. Except for the aforesaid situation, any withdrawal or transfer of deposits from a Fixed Deposit Account, whether partially or in full, before the maturity day or payment day shall be processed according to Article 4.2(a).
- (c) In the absence of the Customer's instructions for renewal or disbursement of the Fixed Deposit Account upon maturity, the Fixed Deposit Account inclusive of accrued interest will be successively and automatically renewed for the same term and the same currency at the prevailing interest rate.
- (d) Deposits into a Fixed Deposit Account in all currencies may be uplifted on one business day prior notice to the branch.

## 5. Call Deposit Accounts

### 5.1 Interest Payments

- (a) Interest on a Call Deposit shall be calculated by the Bank with reference to the relevant rules determined by the People's Bank of China.
- (b) For the following circumstances, interest on Call Deposits shall be calculated based on the interest rate which is applicable

to Saving Accounts:-

- (i) the actual deposit term of a Call Deposit is shorter than the notice period required for withdrawing such Call Deposit;
  - (ii) if a Call Deposit is uplifted without giving prior notice to the Bank, interest on the uplifted amount shall be calculated based on the interest rate which is applicable to Saving Accounts;
  - (iii) if prior notice has been given to the Bank but the Call Deposit is uplifted prior to or subsequent to the date of withdrawal specified under the notice, interest on the uplifted amount shall be calculated based on the interest rate which is applicable to Saving Accounts;
  - (iv) if prior notice has been given to the Bank but the uplifted Call Deposit amount falls below or exceeds the amount of withdrawal specified under the notice, interest on such shortfall or excess amount shall be calculated based on the interest rate which is applicable to Saving Accounts;
  - (v) if the amount uplifted falls below the minimum withdrawal requirement, interest on the uplifted amount shall be calculated based on the interest rate which is applicable to Saving Accounts.
- (c) If the Customer has already given prior notice to the Bank to withdraw but the Customer revokes the notice within the notice period or do not withdraw upon expiry of the notice period, the Bank shall not be obliged to pay interest on the amount which ought to have been withdrawn for the period between the day on which the Bank receives the notice and the day of withdrawal specified under the notice.

#### 5.2 Withdrawals and Payment

- (a) The Customer shall, except as otherwise agreed with the Bank, give prior withdrawal notice to the Bank in accordance with the requirements imposed by the Bank from time to time.
- (b) If any Call Deposit matures or payment by the Bank is to be made on a day which is not a business day, then the maturity day or the payment day shall be extended to the following business day and the interest shall be calculated up to such following business day.
- (c) The Bank is entitled to determine the minimum withdrawal amount of each Call Deposit. The minimum withdrawal amount may be ascertained by the Customer upon enquiry with the Bank. The Customer may make one or several withdrawals with respect to each Call Deposit.
- (d) If a Call Deposit is uplifted partially and the remaining amount in the Call Deposit Account exceeds the minimum amount required by the Bank to be maintained in a Call Deposit Account, the Customer shall submit to the Bank a new Call Deposit form and the date of deposit of such remaining amount shall commence from the date of the opening of the original Call Deposit Account. If the remaining amount in the Call Deposit Account falls below the minimum amount required by the Bank to be maintained in a Call Deposit Account, the Bank is entitled to terminate the Call Deposit Account and interest on such remaining amount shall be calculated based on the interest rate which is applicable to Saving Accounts. The Bank may transfer the remaining amount as other forms of deposits at the request of the Customer.

## 6. Deposit and Withdrawal of Accounts

This Article 6 shall apply to all Accounts.

### 6.1 Deposit of Funds

- (a) The minimum amount and term for an Account shall be determined according to the relevant rules of the People's Bank of China or shall be determined by the Bank. Such minimum amount and term may be ascertained by the Customer upon enquiry with the Bank.
- (b) When the Customer makes a deposit in an Account at any branch of the Bank in the PRC, the Customer will receive a counterfoil which must be validated by a teller's machine or bear the initial of an authorised officer of the Bank. Cheques are received on a collection basis only and receipt of the counterfoil should not be construed to mean that the deposit to the Account has been cleared.
- (c) Acceptance of RMB or foreign currency notes is at the sole discretion of the Bank and subject to such charge as the Bank may make.
- (d) All cheques and other monetary instruments (including inward remittances) are accepted for an Account at the discretion of the Bank and are credited subject to their being paid and to the rules of the relevant Clearing House in force at the time, where applicable, unless otherwise permitted at the Bank's sole and absolute discretion. Interest shall only accrue from the day when the cheques or other monetary instruments (including inward remittances, as the case may be) are accepted by the Bank for deposit and are credited to the Account as aforesaid. The Customer may ascertain by enquiry to the Bank the usual time required for clearing a cheque or other monetary instrument (including inward remittances) credited to the Account. The Bank is entitled to debit the amount of its charges, fees and expenses and the value of any items subsequently returned unpaid to an Account.
- (e) The Bank will make every endeavour to process all items on the date of receipt, but any cheques, drafts, money orders, etc. lodged after the clearing cut-off time (which varies with the location of the respective branches) may not be received in time for presentation to other banks on the same day and will be presented on the following business day.
- (f) In the event that the cheques credited to create the deposit in an Account are returned unpaid, any deposit confirmation given in respect thereof shall be null and void.

### 6.2 Repayment and Transfer

- (a) At its discretion and subject to due written authorization from the Customer, the Bank may effect repayment of any amount standing to the credit of an Account by payment to a bank in or outside the PRC by means of electronic payment, telegraphic transfer or other means of automatic transfer subject to the Bank's then prevailing charges. However, the relevant transfer is sent entirely at the risk of the Customer and the Bank shall not be responsible for any delay error or omission which may occur in the transmission of the relevant transfer or other messages or from their misinterpretation when received arising from any cause beyond the Bank's control.
- (b) The Customer accepts full responsibility for any transfer of funds effected pursuant to the Customer's instructions

including any direct debit authorizations. Should there be insufficient funds in the Customer's relevant Account to meet any transfer, the Bank shall be entitled in its discretion not to effect the transfer. In such event, the Bank may make its usual charge and, in case of a transfer pursuant to a direct debit authorization, may cancel such authorization at any time by notice to the Customer.

- (c) Subject to adequate prior notice, any withdrawal of Account shall be subject to the currency available under the cash service of the Bank. The Bank reserves the right to effect repayment by cash, telegraphic transfer, cashier's order, bank draft or any other means determined by the Bank.
- (d) When making exchanged payment to the Customer in certain currency upon such Customer's instruction, the Bank reserves the right to open account(s) in such currency under the Customer's name without further notification to the Customer.
- (e) Withdrawal by cashier's order or bank draft is subject to the Bank's then prevailing charges.
- (f) If the Customer intends to withdraw and take any foreign exchange cash in a foreign currency Account to places out of the PRC, the Bank is entitled to require the Customer to apply for and obtain the Permit for Taking Foreign Exchange Abroad at the Bank in accordance with the relevant regulations implemented by the State Administration of Foreign Exchange of the PRC and any other governmental bodies, and the Bank is, at its discretion, entitled to impose any charges on the Customer. If the Customer intends to transfer any foreign exchange in a foreign currency Account to places out of the PRC by telegraphic transfer, electronic payment or other means, the Bank is entitled, before accepting the Customer's instruction to make such transfer, to require the Customer to apply for and obtain any approval (if applicable) for such transfer in accordance with the relevant regulations implemented by the State Administration of Foreign Exchange of the PRC and any other governmental bodies, and in addition to the charges described in Article 6.3(a), the Bank is, at its discretion, entitled to impose any further charges on the Customer.
- (g) All deposits and credit balances in Accounts held by the Bank in the PRC will only be repayable in the PRC. Withdrawal by any party other than the Customer is not allowed except with the Bank's consent which may be given or withheld subject to such conditions as the Bank may impose at its sole and absolute discretion. In such event, the Customer shall be responsible for, and shall indemnify the Bank against, any loss incurred directly or indirectly as a result of the acts of a third party.

#### 6.3 Taxation

- (a) The Bank will withhold all individual income tax payable by the Customer when paying interest to the Customer.
- (b) The Bank shall have no responsibility to the Customer or, on his death, his estate for any diminution of funds due to taxes, imposts or depreciation.

### 7. Opening of Accounts and Application of Services and Banking Plans

7.1 The Customer may from time to time elect to open account or enrol in a Banking Plan by notice to the Bank.

7.2 The Customer may open the Account or apply for the Services and Banking Plans by such means and subject to such Service Conditions as may from time to time be designated by the Bank (including without limitation written or verbal, in person, card-generated or by telephone, mail, telex, facsimile transmission or other electronic means). The Customer may ascertain by enquiry with the Bank the available means of open of Account or application for specific Services and Banking Plans and the applicable Service Conditions for the time being.

7.3 The Customer agrees that each of the Account, Services and Banking Plans is made available by the Bank subject to the applicable Service Conditions and agree(s) to be bound by all the Service Conditions. In case of conflict between any of the Service Conditions and these Terms and Conditions, the relevant Service Conditions shall prevail. The Bank shall make available to the Customer the relevant Service Conditions for the time being in force at the time an Account is opened upon request or any Service and Banking Plans are applied and the Customer shall be deemed to have read, understood and agreed to accept and abide by the Service Conditions upon his first use of the Account, Services or Banking Plans.

7.4 The Bank shall have an absolute discretion in respect of any discretion, determination, demand or decision exercised, made or taken by it relating to all or any of the Account, Services and Banking Plans and as to the time when the same shall be exercised, made, taken and / or effective.

### 8. Closing of Accounts and Termination of Services and Banking Plans

8.1 The Bank may without liability and disclosing any reason therefore refuse to accept any deposit, limit the amount that may be deposited, return all or any part of the deposit or, at its sole discretion upon prior notice to the Customer at any time, suspend the operation of any Account or close any Account: (a) by mailing to the Customer a draft in the currency of the deposit, payable to the Customer's order in the amount of balance in the Account, if any (in which case the Bank shall discharge its entire liability), or (b) by maintaining such balance (if any) in the Bank for future claim of the Customer.

8.2 The Bank may by notice terminate any of the Services and Banking Plans either in whole or in part and with or without cause, without prejudice to the respective rights and obligations of the Bank and the Customer in respect of any one or more of the Services and Banking Plans which shall continue to be governed by the relevant Service Conditions.

8.3 If an Account remains inaction for 12 months continuously (except for interest payment and the deduction of banking fees from such Account by the Bank), the Bank may give a notice to the Customer requesting closure of the Account. If the Customer fails to apply for closure of the Account within the period specified by law from the date of such notice, he (she) shall be deemed as having accepted such closure. After closing an Account, the Bank may refund any balance in the Account to the Customer in such manner deemed appropriate by the Bank or transfer such balance into the Unclaimed Account of the Bank after deduction of all the charges payable to the Bank in connection with the Account.

8.4 The Customer may terminate the Services and Banking Plan in

which he is enrolled by written notice to the Bank and subject to payment of any service fee which the Bank may see fit to impose.

8.5 Any termination of the Services and Banking Plans by the Customer or the Bank shall not operate to discharge or otherwise affect in any way any Liabilities or other obligations of the Customer accrued or arising before such termination takes effect.

## 9. Exchange Rates and Charges

9.1 The Bank may impose charges for providing any form of banking facilities on any Account, Services or Banking Plans. Such charges are detailed in the Bank's tariff of charges published from time to time. The Bank is entitled, at its sole discretion, revise the charges from time to time. The Bank's tariff of charges will be provided to the Customer on request. Charges outside the tariff will be advised when the Services for which the charges are imposed are offered. The Bank shall be entitled to debit any charges payable by the Customer under this Article 9 to any account of the Customer with the Bank at any time the Bank deems proper.

9.2 The Bank may impose service charges on Customer if any of his/her account is inactive for a continuous period as specified by the Bank from time to time, irrespective of the amount of the balance on the Account.

9.3 Without prejudice to any other right of the Bank, if the Customer has insufficient funds in his accounts with the Bank or insufficient credit with the Bank to cover charges payable by him, the Bank shall be entitled to terminate or suspend the whole or any part of the Services and Banking Plan in which he is enrolled.

9.4 The Bank may at its discretion determine the exchange rate applied when accepting for credit to the Customer's account a foreign currency remittance, or making payment to the Customer through currency conversion. The Bank's determination of the then prevailing rate of exchange shall be conclusive and binding on the Customer.

9.5 For deposits in foreign currency, the customer should be fully aware of the possibility of principal loss due to the variation of foreign currency exchange rate in case of the conversion from foreign currency into domestic currency.

## 10. Account Statements and Confirmation Advice

10.1 The Customer shall be under a duty to examine the entries in every Account statement and confirmation advice and to notify the Bank at once of any errors or unauthorised debits. If the Customer does not so notify the Bank within 90 days of the date of the statement or advice, it shall be accepted by the Customer as conclusive evidence of the particulars therein and the Customer agrees to be bound thereby and to waive all rights and remedies against the Bank, except for any unauthorised transactions (a) arising from forgery or fraud by any third party and in relation to which the Bank has failed to exercise reasonable skill and care, or (b) arising from forgery, fraud, default or negligence of the Bank's employee or agent, or default or negligence of the Bank.

10.2 Without prejudice to Article 10.1 above, the Bank has the right at any time without liability to the Customer to rectify and / or correct any errors in any Account statement or confirmation advice caused by the Bank's own error or omission. An Account statement or confirmation advice so rectified or corrected shall

be binding as between the Bank and the Customer.

## 11. Customer's Instructions

11.1 Unless otherwise agreed in writing by the Bank or provided in these Terms and Conditions, the Bank shall act only in accordance with the instructions of the Customer. Written instructions must be signed in accordance with the Account mandate or any other documents designated by the Bank. The Bank reserves the right not to accept instructions given by telex, facsimile transmission, telephone or other electronic means.

11.2 The Bank may decline to act on the Customer's instructions if there are insufficient funds in the Account to cover any payments and any charges arising therefrom, and the Bank shall not be held liable for any consequences regardless of whether or not the Customer has received notice of the Bank's decision.

11.3 The Customer shall fully indemnify and keep indemnified the Bank against any costs or charges arising from revocation or alteration of any instructions given by the Customer.

## 12. Designated Signature

12.1 Unless the Bank receives notice in accordance with Article 12.4, and subject to Article 12.3, the Designated Signature shall be the Customer's signature or name chop designated on their/his first application to the Bank for the opening of an Account or usage of any Banking Plans. If the Designated Signature is the Customer's name chop and the Customer at any time opens any Account or uses any Banking Plans in respect of which a handwritten signature is mandatory (whether by reason of regulatory requirements or the Bank's operational need or policy or for any other reason), the Customer shall convert their/his Designated Signature to a handwritten signature in accordance with Article 12.4. If the Customer fail(s) to do so, the Bank is authorized to designate, by notice to the Customer, any handwritten signature of the Customer on the Bank's record to be their/his Designated Signature.

12.2 The Customer agrees that the Bank may rely and act on any written instruction in respect of any Account and/or Banking Plan which bears the Designated Signature.

12.3 Notwithstanding the foregoing, nothing in these Terms and Conditions shall restrict the Bank from accepting, at its sole and absolute discretion, any signature or name chop of the Customer which conforms with any specimen signature or name chop of the Customer on the Bank's record other than the Designated Signature.

12.4 The Customer shall notify the Bank of his/her intention to change the Designated Signature by delivering to the Bank's relevant branch(es) in the PRC a completed form for change of Designated Signature. Any such change will be effective after the Bank has received and processed the completed form. Subject to Article 12.3, the new Designated Signature provided by the Customer shall be the specimen signature or name chop for the operation of all Accounts and Banking Plans.

## 13. Identification

13.1 The Customer agrees that the Bank may allow the Customer to open and operate any Account and/or using any Banking Plans



without providing the Customer's signature (or name chop) if the Customer's identification can be verified by other means (including without limitation, personal identification card, passport, passwords and/or codes previously agreed between the Bank and the Customer for this purpose, and/or any additional identification data of the Customer which the Bank may reasonably require and which the Customer undertakes to provide on request). The Customer acknowledges that there are risks inherent in dispensing with the requirement for a signature (or name chop) but agrees that the convenience and flexibility justify the risks involved and accordingly waives any claim against the Bank in connection with its execution of any unauthorized instructions accepted by the Bank in good faith as emanating from the Customer.

13.2 Notwithstanding the foregoing, the Customer shall at the request of the Bank provide his signature or name chop in circumstances where his/her identification cannot be otherwise verified, or where the Customer's signature or name chop is mandatory by reason of any applicable regulatory requirement or the Bank's operational need or policy or for any other reason as the Bank in its discretion thinks fit.

13.3 Save where the Customer has established direct debit authorizations by written instructions, and save as expressly provided for in the Account Conditions, the Bank reserves the right not to accept instructions which are not in writing for transfer of funds between accounts without first having received the Customer's written authorization and/or indemnity in the Bank's prescribed forms.

## 14. Rights and Obligations

### 14.1 Indemnities

- (a) The Customer agrees to fully indemnify the Bank against all costs and expenses (including legal fees and administrative fees calculated at such rates as the Bank may determine for the time spent by the Bank's employees) incurred by the Bank, whether directly or indirectly, in (i) considering any application for any consent hereunder; (ii) enforcing or complying with these Terms and Conditions; (iii) recovering any amounts due to the Bank under these Terms and Conditions; (iv) otherwise in exercising its rights under or enforcing these Terms and Conditions or (v) in any legal proceedings of whatever nature for the protection of or in connection with or arising from any Account or Banking Plans.
- (b) The Customer shall fully indemnify and keep indemnified the Bank against any and all actions, proceedings, claims, demands, liabilities, losses, damages and expenses of whatever nature (including, but without limitation, legal fees on a full indemnity basis) which may arise or result from the Bank accepting any deposit into an Account or maintaining or operating an Account, or which the Bank may suffer, incur or sustain in connection with the fraudulent, negligent or unauthorised use of any Account.

### 14.2 Waiver

The Customer agree to waive any claim against the Bank for any loss directly or indirectly arising as a result of:

- (a) any failure or breakdown or delay in operation of transmission facilities, systems (including without limitation any external

clearing system) or equipment arising from causes beyond the Bank's control;

- (b) any defective communication between the Customer and the Bank whether owing to misunderstanding, lack of clarity or otherwise;
- (c) acceptance and execution by the Bank of any unauthorized instructions which the Bank in good faith believes to emanate from the Customer; or
- (d) the Bank's refusal to process or execute, or delay in the processing or execution of, genuine applications or instructions from the Customer, pending receipt of confirmation thereof in such form as the Bank may require.

### 14.3 Set-off and Application of Funds

- (a) In addition to any lien, right of set off or any other rights which the Bank or any Bank Group Company may have under law and notwithstanding anything contained to the contrary in any other agreements from time to time subsisting between the Bank or any Bank Group Company and the Customer, the Bank may at any time and without prior notice to the Customer set off, transfer or apply, and the Customer authorizes the Bank or relevant Bank Group Company to transfer or release if necessary, all or any of the credit balances in any account (whether or not in the PRC, whether singly or jointly with any other person, whether or not matured or subject to notice, and in whatever currency) which the Customer maintain(s) with the Bank or any Bank Group Company, in or towards discharging the Customer's Liabilities to the Bank or any Bank Group Company. The Bank and any Bank Group Company may effect any necessary currency conversions at the Bank's or the Bank Group Company's own rate of exchange then prevailing.
- (b) In the event of any overpayment into the Customer's Account arising from any error, irregularity or omission on the Bank's part or that of any other entity or person including the Customer, the Customer shall refund to the Bank on demand the amount overpaid, and the Bank is entitled to debit to any of the Customer's Accounts the amount overpaid with or without prior notice or demand to the Customer.

### 14.4 More than One Customer

- (a) If the Customer's Account is a joint account :-
- (i) all obligations and liabilities of the joint account holders to the Bank in connection with the joint account shall be joint and several;
- (ii) upon the death of any joint account holder the balance (if any) standing to the credit of the joint account shall be held by the Bank to the order of the survivor or survivors of the joint account holders and the lawful heir of the deceased account holder in accordance with the relevant PRC laws and regulations, but without prejudice to the Bank's rights in respect thereof arising out of any lien, charge, pledge, set-off, counterclaim or otherwise or to any step which the Bank may deem fit to take in view of any claim by any person other than such survivor or survivors;
- (iii) the Bank shall be entitled to accept the signature(s), seal(s) or chop(s) of the joint account holders in accordance with the signing instructions or the signature(s), seal(s) or chop(s) of the survivor or



survivors of the joint account holders as a sufficient discharge for the withdrawal of any monies from the joint account; and

- (iv) the Bank shall be entitled to debit the Account or grant any accommodation at the request of, or act upon any instructions received from, one or more of the joint account holders in respect of property of any description held in the joint names of the account holders if such request or instruction is in accordance with the signing instructions.
- (b) If there is more than one Customer then under these Terms and Conditions (i) the liabilities and obligations of each of them shall be joint and several, (ii) references to the Customer shall be construed, as the context requires, to any or each of them, (iii) each of them shall be bound even though any other of them or any person intended to be bound hereby is not, and (iv) the Bank shall be entitled to deal separately with any of them on any matter, including the discharge of any liability to any extent, without affecting the liability of any other of them.
- (c) Any instructions given and any transactions effected by the person(s) designated in the Account mandate for such purposes will be binding on the Customer. Any variation of the Account mandate must be in writing signed by all the Customers and/or Customers.

#### 14.5 Disclosure of Information

- (a) The Customer hereby consents to the Bank, its officers and agents disclosing information relating to the Customer and the Customer's account(s) and/or dealing relationship(s) with the Bank and Standard Chartered Bank (including all its branches and subsidiaries) ("SCB"), including but not limited to details of the Customer's facilities, any security taken, transactions undertaken and balances and positions with the Bank and SCB, to
  - (i) the holding company of the Bank, any of its subsidiaries or subsidiaries of its holding company, affiliates, representative and branch offices in any jurisdiction (the "Permitted Parties");
  - (ii) the agents and independent contractors of the Permitted Parties who are under a duty of confidentiality to the Permitted Parties;
  - (iii) any actual or potential participant or sub-participant in relation to any of the Bank's rights and/or obligations under any agreement between the Company and the Bank, or assignee, novatee or transferee? ( any agent or adviser of any of the foregoing);
  - (iv) any rating agency, insurer or insurance broker of, or direct or indirect provider of credit protection to, any Permitted Party;
  - (v) any court or tribunal or regulatory, supervisory, governmental or quasi-governmental authority with jurisdiction over the Permitted Parties.

The termination of any Account and/or Banking Plan by the Customer or the Bank shall not influence or terminate the authorization given to the Bank upon the above disclosed material and information held by the Bank of the Customer.

- (b) The Customer shall at the Bank's request supply the Bank with such additional identification data as the Bank may from

time to time require for the purposes of :

- (i) processing the Customer's application for the opening of any account and/or using any Banking Plan; and
  - (ii) the operation of the Accounts.
- (c) The Customer shall promptly notify the Bank of any change in their/his identification data or other information supplied to the Bank.

#### 14.6 Notices and Audit Confirmation

- (a) Unless otherwise agreed, any notice, announcement, account statement and/or communications provided by the Bank shall be deemed to be delivered to the customer and take effect:
  - (i) on the day of posting if posted on the Bank's website;
  - (ii) on the day of placement or posting if placed or posted at the premises of the Bank;
  - (iii) on the day of advertising if advertised in any media including newspaper, television, radio etc.;
  - (iv) two (2) days after posing (if to an address in the PRC) or five (5) days after posting (if to an address outside the PRC) if sent by mail;
  - (v) at the time stated on the successful transmission report if sent by facsimile transmission;
  - (vi) at the time the email has been sent from the Bank's system if sent by email; or
  - (vii) at the time of delivery if delivery is made by hand.

If the communications are made in more than one method, the earliest time that the communication is deemed to be delivered shall prevail.

Notwithstanding the foregoing, the Bank shall under no circumstances be regarded to waive any other methods of communications permitted by applicable laws and regulations. The Bank shall have the right to notify the Customer in any other methods (except for the above) as appropriate and decided by the Bank, and the Customer agrees to be bound by the notification so rendered by the Bank.

- (b) The Customer must notify the Bank of any change of style of signature, address or other pertinent information recorded with the Bank. The Bank may treat the Customer's last known address as the Customer's current address for all purposes, including legal proceedings, until such notification is received by the Bank.
- (c) In accordance with the Bank's auditing procedure, the Bank will from time to time send confirmation letters to the Customer requesting the Customer to check and confirm that the Account balance and dates shown on the letter are correct. The Customer will sign and return the letter to the Bank if so requested in such letter.
- (d) Any notice from the Customer to the Bank shall, unless otherwise agreed, be in writing and shall be deemed to have been received upon actual receipt thereof by the Bank.

#### 14.7 Important information

- 14.7.1 The Bank shall have the right to request the Customer by appropriate notice (in written or other methods) from time to time to provide, supplement, confirm, update the following information (collectively, "Important**

Information”) pertaining to any Bank products and/ or services (including but not limited to any withdrawal, deposit, fund transfer, remittance and other account service, bank card service, electronic banking service):

- (a) Customer basic information (including but not limited to name, nationality, date of birth, type, number and duration of identification certificate, job occupation, contact information (including phone number, fax number, email address and correspondence address), marriage status, family information, supporting documents of source of wealth, residential address, current residence, company name and photograph);
- (b) Agency information (including but not limited to authorization letter, agency agreement, identification certificate of agent or legal guardian);
- (c) Transaction information, (including but not limited to account transactions and relevant business activities, counterparties and supporting documents of source of fund); and
- (d) Other documents, materials and information decided by the Bank from time to time to be relevant to (i) the application, maintenance, use of any bank products and/or services; (ii) requirements stipulated by any laws, regulations and authorities (including but not limited to those laws, regulations and authorities in the jurisdictions where the account is opened, where a remittance is originated from or made to, and where any Bank Group Company or its affiliates is situated); and/or (iii) Bank Group Company’s internal policies, management requirements or business decisions.
- 14.7.2 The Customer shall, upon receipt of the aforesaid notice, immediately provide the Important Information to the Bank within such period and in such contents and manners as required by such notice. The Customer shall ensure the authenticity, validity, accuracy and completeness of the Important Information and that there exists no omission, concealment or misleading information.
- 14.7.3 **The Customer agrees that, if without reasonable causes, the customer fails to provide, supplement, confirm, or update the relevant Important Information within the period requested by the Bank’s notice, the Bank shall have the right, upon 90 days of such overdue (according to the due day specified in the Bank’s first notice), to take the following actions, individually or consecutively, provided that a notice of not less than 30 days will be served in advance:**
- (a) **to suspend, cease or refuse to provide all or any bank products and/or services to the Customer till the Customer provides, supplements, confirms or updates the relevant Important Information as requested by the Bank; and/or**
- (b) **to terminate all or any bank products and/or services, including closing all or any of the Customer’s accounts, in which circumstance the Customer shall provide a substitute account opened with another bank to receive the balance in accordance with the Bank’s request. Where no such substitute account is provided, the Bank shall designate an account to deposit the amount temporarily, and the Customer may apply to withdraw**

the amount by submitting such application and providing and executing such documents as requested by the Bank.

14.7.4 **The Customer agrees that, the Bank shall under no circumstances be liable for any losses or damages, direct or indirect, (including but not limited to losses of profits or interest) incurred to the Customer arising from the Bank’s exercising the rights under this Article.**

14.7.5 To avoid any conflict, to the extent where Article 14.7 applies, Article 8.1 and Article 8.2 in these Terms and Conditions shall not apply.

## 15. Amendment

The Bank may at its sole discretion unilaterally amend, add to or delete these Terms and Conditions by notice to the Customer. Any amendment to these Terms and Conditions shall be deemed to be effective and binding on the Customer unless notice of termination of the Account and/or Banking Plans in which the Customer is enrolled at the time is received by the Bank before the effective date of such amendment.

## 16. Additional Rules

The Bank may at its sole discretion issue from time to time rules regulating accounts, and the Customer agree(s) to be bound by such Terms and Conditions which shall have such force and effect as if expressly incorporated herein.

## 17. Partial Invalidity

Any provision in these Terms and Conditions which are invalid for any reason in any jurisdiction shall be ineffective only to the extent of such invalidity and shall not affect the validity of the remaining provisions hereof or the validity of such provision in any other jurisdiction. Nothing in these Terms and Conditions shall operate so as to exclude or restrict any liability, the exclusion or restriction of which is prohibited by the laws of the PRC.

## 18. Transfer and Assignment

18.1 No transfer or assignment of any rights or obligations of the Customer under these Terms and Conditions shall be effective without the prior written consent of the Bank.

18.2 The Bank is entitled to assign or transfer all or any part of its rights and obligations under these Terms and Conditions to any third party (the “Assignee”) without prior notice to the Customer or first obtaining consent from the Customer. Upon such assignment and transfer taking effect, all rights and obligations of the Bank under these Terms and Conditions shall become rights and obligations of the Assignee, and any rights of the Bank hereunder and thereunder may be enforced by the Assignee against the Customer as if the Assignee had at all times been a party to these Terms and Conditions in the place of the Bank.

## 19. Governing Law and Jurisdiction

19.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of the PRC and the Customer hereby irrevocably submit(s) to the non-exclusive jurisdiction of the PRC courts.

19.2 Subject to Article 19.3 below, the operation of all Accounts shall be subject to the applicable laws of the PRC, the rules and procedures prescribed from time to time by the People's Bank of China and its branches with authority and to these Terms and Conditions.

19.3 Nothing in Article 19.1 or 19.2 shall limit the right of the Bank to take proceedings against the Customer in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdiction preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

## **20. Language**

The English translation of these Terms and Conditions is provided for convenience only and in the event of any inconsistency between the English and Chinese versions of these Terms and Conditions, the Chinese version shall prevail for all purposes.