



兆豐國際商業銀行股份有限公司香港分行

Mega International Commercial Bank Co., Ltd. Hong Kong Branch (Incorporated in Taiwan)

MASTER TERMS FOR BANKING SERVICE

銀行服務總條款

Revised December 2014
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PART I GENERAL PROVISIONS

第一部份 一般條文

1. DEFINITIONS AND INTERPRETATIONS**1. 定義及解釋**

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

1.1 在本總條款中，除非上下文另有規定，否則下述的文字及詞語將具有下列所述的含意：—

<p>“Account”</p> <p>“Account Mandate”</p> <p>“Account Form”</p> <p>“Agreement”</p> <p>“Associate”</p> <p>“Authorized Person”</p> <p>“Authorized Impression”</p> <p>“Bank”</p> <p>“Banking Service”</p>	<p>means any one or more or all of the bank account and/or other forms of accounts now or hereafter maintained in the Client’s name with the Bank.</p> <p>means the Account Opening Form, signature card(s) and all other documents for corporation, partnership, sole proprietorship, individual or joint account in the form prescribed by the Bank in relation to giving instructions of the opening, operation, maintenance or closing of the Account and/or the Banking Service.</p> <p>means the documents in the form prescribed by the Bank from time to time for opening account(s) with it.</p> <p>means the agreement for the Banking Service entered into between the Client and the Bank in writing as varied, modified, amended or supplemented from time to time, including, without limitation, the Account Mandate, the Account Opening Form, these Master Terms and any authority given and all other documents signed by the Client to the Bank in respect of the Banking Service.</p> <p>means a company or body corporate which is the Bank’s direct or indirect holding companies, subsidiaries or affiliated companies, in Hong Kong or elsewhere.</p> <p>means, in addition to the account holder(s), the person(s) appointed by the account holder(s) and accepted by the Bank for or in connection with the opening, operation, maintenance or closing of the Account or using the Banking Service subject to such change as may be agreed by the Bank from time to time.</p> <p>means the chop and/or seal adopted by the Client to be used on its own instead of manually signed signature to operate the Account.</p> <p>means Mega International Commercial Bank Co., Ltd., Hong Kong Branch and its assignee and successor.</p> <p>means the banking services provided or to be provided by the Bank to the Client from time to time.</p>	<p>“帳戶”</p> <p>“帳戶指令”</p> <p>“開戶申請書”</p> <p>“協議”</p> <p>“聯營公司”</p> <p>“被授權人員”</p> <p>“授權蓋印”</p> <p>“本行”</p> <p>“銀行服務”</p>	<p>指客戶現在或將來以客戶名義在本行開立的一個或多個或全部的帳戶及／或同類型帳戶。</p> <p>指由本行指定的有限公司、合夥人、獨資、個人或聯名帳戶開戶申請書、印鑑卡及其他關於給予帳戶或的操作、保持或結清及／或銀行服務指令的其他所有相關文件。</p> <p>指由本行不時製訂的開立帳戶的文件。</p> <p>指客戶與本行就關於銀行服務所訂立及不時修改、更改、修訂或補充的書面協議，包括但不限於帳戶指令、開戶申請書、本總條款及客戶就銀行服務而賦予本行的任何權限及簽署給本行的其他所有文件。</p> <p>指本行位於香港或其他地方的直接或間接的控股公司、附屬公司或關聯公司。</p> <p>指，除帳戶持有人外，為開立、操作、保持或結清帳戶或使用銀行服務而由帳戶持有人委任及不時變更並為本行接納的被授權人員。</p> <p>指客戶採納的取代人手簽署用以操作帳戶的印章／蓋印。</p> <p>指兆豐國際商業銀行股份有限公司香港分行及其受讓人及承繼人。</p> <p>指本行不時向客戶提供的銀行服務。</p>
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<p>“Business Day”</p>	<p>means a day when banks are generally open for business in Hong Kong but excluding Saturdays and Sundays and any day on which typhoon signal No. 8 or above is hoisted or remains hoisted between 9:00 a.m. and 12:00 noon and is not lowered at or before 12:00 noon or on which a “black” rainstorm warning signal is hoisted or remains in effect between 9:00 a.m. and 12:00 noon and is not discontinued at or before 12:00 noon.</p>	<p>“營業日”</p>	<p>指在香港之銀行正常開門營業之日，但不包括星期六及星期日，亦不包括任何懸掛 8 號或以上之風球之日，或在早上 9:00 到中午 12:00 之間仍持續懸掛，且在中午 12:00 之前或之時並未降低之日，或是懸掛黑色暴雨警報，或在早上 9:00 到中午 12:00 之間仍持續生效，且在中午 12:00 之前或之時並未解除之日。</p>
<p>“China”</p>	<p>means the People’s Republic of China.</p>	<p>“中國”</p>	<p>指中華人民共和國。</p>
<p>“Client”</p>	<p>means the person maintains the Account(s) with the Bank now or hereinafter whose particulars are set out in the Account Opening Form.</p>	<p>“客戶”</p>	<p>指現在或將來於本行開立帳戶的人士，其詳細資料載列於開戶申請書。</p>
<p>“Correspondent Agent”</p>	<p>means anyone who acts as the Bank’s agent in effecting transactions or clearing the same in Hong Kong or elsewhere, for the Client, including, without limitation, any outsourcing service provider.</p>	<p>“業務代理”</p>	<p>指代表本行為客戶在香港或其他地方執行交易或結算的代理人，包括但不限於外判服務提供者。</p>
<p>“Facsimile/Electronic Transmission Means”</p>	<p>means the transmission by way of cable, telex, electronic mail or facsimile.</p>	<p>“傳真／電子傳送方式”</p>	<p>指以電報、電傳、電郵或圖文傳真進行的傳送方法。</p>
<p>“Facsimile/Electronically Transmitted Instruction”</p>	<p>means any instructions given by the Client to the Bank in respect of the Account and/or the Banking Service transmitted via facsimile machine or other electronic means as agreed by the Bank.</p>	<p>“傳真／電子傳送指示”</p>	<p>指由客戶通過圖文傳真機或其他銀行同意的電子方式向銀行發出的任何關於帳戶及／或銀行服務的指示。</p>
<p>“HKMA”</p>	<p>means the Hong Kong Monetary Authority.</p>	<p>“金管局”</p>	<p>指香港金融管理局。</p>
<p>“Hong Kong”</p>	<p>means the Hong Kong Special Administrative Region of the People’s Republic of China.</p>	<p>“香港”</p>	<p>指中華人民共和國香港特別行政區。</p>
<p>“Hong Kong Dollars”</p>	<p>means the lawful currency for the time being of Hong Kong.</p>	<p>“港幣”</p>	<p>指現時香港的合法貨幣。</p>
<p>“Hong Kong Resident”</p>	<p>means an individual who is a holder of a Hong Kong Identity Card despite that he may also hold an identity proof of residency or citizenship of another jurisdiction.</p>	<p>“香港居民”</p>	<p>指持有香港身份證的個人，不論其是否持有其他司法管轄區的居民或市民身份。</p>
<p>“Non Hong Kong Resident”</p>	<p>means an individual who is not a Hong Kong Resident.</p>	<p>“非香港居民”</p>	<p>指並非香港居民的個人。</p>
<p>“PBOC”</p>	<p>means the People’s Bank of China.</p>	<p>“人民銀行”</p>	<p>指中國人民銀行。</p>
<p>“Renminbi”</p>	<p>means the lawful currency for the time being of China.</p>	<p>“人民幣”</p>	<p>指現時中國的合法貨幣。</p>
<p>“Signing Arrangement”</p>	<p>means the signing arrangement of the person(s) with authority to open, operate, maintain and close the Account and/or use the Banking Service subject to change from time to time and accepted by the Bank.</p>	<p>“簽署安排”</p>	<p>指為本行接納及不時修訂的有權開立、操作、保持及結清帳戶及／或使用銀行服務的人士的簽字安排。</p>

MASTER TERMS FOR BANKING SERVICE**銀行服務總條款**

- 1.2 The clause headings in these Master Terms are for convenience only and shall not affect the interpretation or construction of these Master Terms and have no legal effect.
- 1.3 References in these Master Terms to clauses and sub-clauses are, except where the context otherwise requires, to be construed respectively as references to clauses and sub-clauses to these Master Terms.
- 1.4 References in these Master Terms to the singular shall include references to the plural and vice versa and references to the genders shall include the other and the neutral genders as the context requires.
- 1.5 References in these Master Terms to any party hereto shall be deemed to be references to or to include their respective successors or permitted assigns.
- 1.6 References in these Master Terms to “these Master Terms” or any other documents shall, except otherwise expressly provided, include references to these Master Terms or such other documents as amended, extended, novated, replaced and/or supplemented in any manner from time to time and/or any document which amends, extends, novates, replaces and/or supplements these Master Terms or any such other documents.
- 2. SERVICE**
- 2.1 The Bank shall provide the Client with one or more or all of the Banking Service upon and subject to these Master Terms.
- 2.2 The Banking Service shall be provided to the Client within the office hours as determined by the Bank from time to time in the Bank’s absolute discretion.
- 2.3 Subject to all applicable laws, rules and regulations, the Bank is at liberty to withdraw, cancel or revoke the Banking Service at any time in whole or in part.
- 3. INSTRUCTIONS**
- 3.1 The Client agrees to give instructions to deal with all the matters in connection with the Account and the Banking Service in accordance with the Account Mandate from time to time provided to the Bank by the Client.
- 3.2 The Bank shall be entitled to act upon instructions the Bank reasonably believes to be from the Client or from the Authorized Person on the Client’s behalf. The Bank is authorized (but not obliged) to act on verbal instructions given by the Client (whether in person, by telephone or other means) and it is entitled to require the Client to sign a form prescribed by the Bank to confirm the Client’s verbal instruction where the Bank considers fit. Once given instructions or directions (whether written, oral or otherwise) may only be cancelled, withdrawn, altered or amended in whole or in part with the Bank’s consent.
- 3.3 The Bank reserves its right to refuse to accept or act in accordance with any instruction without any obligation to give any reason therefor. If the Bank declines an instruction the Bank will take all reasonable steps to notify the Client promptly of this but subject to this will not be liable for any failure to do so.
- 3.4 Without prejudices to the generality of the foregoing provision and subject to any other agreement between the Bank and the Client and to the fullest extent permitted by law, the Bank shall be entitled (but not obliged) to honour all instructions or otherwise follow instructions given by the Client in relation to the Account, irrespective of whether the Account is in credit or debit or may come to be overdrafted in consequence.
- 3.5 The Bank is authorized (but not obliged) to accept an Authorized Impression as an authority to operate the Account or use the Banking Service. The Client agrees that the Authorized Impression by the Client, by whomsoever affixed, shall be sufficient authority for any transfer, payment or withdrawal from or transaction or operation of whatever nature concerning the Account and/or the Banking Service provided by the Bank and shall be conclusively binding on the Client. It is agreed that the Bank shall have no obligation to verify whether the Authorized
- 1.2 本總條款之標題僅為方便閱讀而添加，並不影響本總條款的解釋及無法律效力。
- 1.3 除非另有說明，在本總條款中，凡提及條款及分條款，即指本總條款內的條款及分條款。
- 1.4 在本總條款中，除非上下文有不同的要求，否則表示單數之詞語同時亦含複數之意思，反之亦然。表示其單一性的詞語包括任何性別之意思。
- 1.5 在本總條款中所指之任何一方當事人均被視作包括其繼承人及容許的受讓人。
- 1.6 在本總條款中所指的「本總條款」或其他文件，除非另有規定，均視作包括對本總條款或其他文件的不時加以任何方式修訂、延展、代替、取代及／或補充的版本及就本總條款及／或其他文件不時進行修訂、延展、代替、取代及／或補充的文件。
- 2. 銀行服務**
- 2.1 本行根據本總條款向客戶提供任何一項或多項或全部的銀行服務。
- 2.2 銀行服務將於本行絕對酌情權決定的營業時間內提供予客戶。
- 2.3 受制於所有適用法律、規則及規定，本行有權於本行認為適當時部份或全部地撤回、取消或撤銷銀行服務。
- 3. 指示**
- 3.1 客戶同意按照不時由客戶提供予本行的帳戶指令做為所有帳戶及銀行服務事項的指示。
- 3.2 本行有權執行本行合理地相信是來自客戶或客戶的被授權人員的任何的指示或指令。本行有權（但非必要）執行客戶發出的口頭指示（不論是通過親身、電話或其他方式發出的口頭指示）。倘若認為有需要時，本行有權要求客戶即時簽署一份由本行指定的表格以確認口頭指示。客戶給予本行的指示或指令（不論是通過書面、口頭或其他方式發出的指示或指令）一經發出，只有在本行同意的情況下才可以部份或全部地取消、撤回、更改或修改。
- 3.3 本行保留拒絕接受或執行客戶指示或指令而毋須作出任何解釋的權利。倘若指示或指令被拒絕，本行將採取一切合理行動儘速通知客戶。但是，本行毋須為未能成功通知客戶而承擔任何責任。
- 3.4 於不損害上述條款的一般性、受制於本行與客戶之間的其他協議及於法律容許的最大範圍內的前提下，本行有權（但非必要）執行或履行所有由客戶發出的指示，不論帳戶是處於結餘或結欠的狀況，或因而出現透支的情況。
- 3.5 本行獲授權（但非必要）接納授權蓋印作為操作帳戶或使用銀行服務的授權。客戶同意就帳戶及／或銀行服務而言，任何性質的轉帳、付款、提款、交易或運作（不論屬任何性質），不論由任何人蓋上授權蓋印，單憑授權蓋印本身即足以構成有效的授權，並對客戶具有終局性的約束力。本行毋須證實授權蓋印是否真實或曾被偽造，或授權蓋印的蓋印是否已獲客戶的授權或已為客戶所知悉。倘若在任何時候，客

Impression is genuine or forged or the Authorized Impression has been affixed with the Client's authority or knowledge. The Client shall promptly notify the Bank in writing if at any time the Authorized Impression shall be lost or stolen or the Client shall become aware or have reasonable ground to believe or to suspect that the Authorized Impression may be subject to unauthorized or illegal use and that the Bank shall accept no responsibility for allowing the Account to be operated and/or the Banking Service to be used prior to the Bank having a reasonable opportunity to respond after the Bank had received the notice in respect thereof.

戶的授權蓋印遺失或被竊，或客戶察覺或有合理的理由相信或懷疑客戶的授權蓋印可能被用作未經授權或非法用途，則客戶將立刻以書面通知本行有關的事宜。若本行在其收到前述通知之後，但在其有合理機會作出回應之前，容許帳戶及／或銀行服務按其任何指示運作，則本行毋須承擔任何責任。

3.6 The Bank is authorized (but not obliged) to accept and act upon the Facsimile/Electronically Transmitted Instruction given by the Client. The Client hereby agrees and undertakes that the Client shall bear all risks arising from any Facsimile/Electronically Transmitted Instruction received by the Bank which shall have no liability or responsibility whatsoever in relation thereto provided that the Bank acted in good faith. The Bank shall only act on the Facsimile/Electronically Transmitted Instruction insofar as the same is in the opinion practicable and reasonable to do so and in accordance with the Bank's regular business practices and procedures. The Client undertakes to provide such information as the Bank may from time to time reasonably request for the purposes of following the Facsimile/Electronically Transmitted Instruction. All Facsimile/Electronically Transmitted Instruction given shall be irrevocable and binding on the Client whether given by the Client or by any person purporting to be the Client. The Bank shall be under no duty to inquire into the authenticity of the Facsimile/Electronically Transmitted Instruction or the identity or authority of the person transmitting or purporting to transmit the Facsimile/Electronically Transmitted Instruction if the Bank accepts the Facsimile/Electronically Transmitted Instruction. The Bank may act on the Facsimile/Electronically Transmitted Instruction upon receipt and whether or not a hard copy of the Facsimile/Electronically Transmitted Instruction is subsequently received by the Bank by post, personal delivery or otherwise. It is agreed that the Bank may require that the Facsimile/Electronically Transmitted Instruction should contain such identifying code or test as the Bank may from time to time specify. The Client shall be responsible for keeping the identifying code or test confidential and shall not disclose the same to any other person and the Client shall be responsible for any improper use of such identifying code or test.

3.6 本行獲授權（但非必要）接受並執行由客戶發出的傳真／電子傳送指示。客戶謹此同意及承諾，客戶將會承擔因本行所收取的任何傳真／電子傳送指示而產生的一切風險，而只要本行本著誠信原則作業，則毋須為接受傳真／電子傳送指示承擔任何義務或責任。若本行認為傳真／電子傳送指示切實可行及合理，本行可根據本行的一般業務慣例及程序，執行傳真／電子傳送指示。客戶承諾願隨時提供本行合理要求的相關資料予本行。所發出的一切傳真／電子傳送指示，均不可撤銷，並對客戶具約束力，不論傳真／電子傳送指示由客戶或任何聲稱是客戶的人所發出。本行毋須查證任何傳真／電子傳送指示的真確性，或任何傳送或聲稱傳送傳真／電子傳送指示的人的身份或授權的真確性。本行於收訖傳真／電子傳送指示後即可按傳真／電子傳送指示作業，不論隨後本行有否收到以郵遞、面交或其他方式送交的有關指示書面文件。本行可要求任何傳真／電子傳送指示須載有本行慣常使用的識別碼或押碼，而客戶有責任保護識別碼或押碼的機密性，並不應向任何人士披露，客戶並須為任何不當使用有關識別碼或押碼承擔責任。

4. AUTHORIZED PERSON

4.1 When the Client determines to appoint the Authorized Person, the Client is required to notify the Bank in writing and provide the Bank with the Authorized Person's particulars and specimen signature(s) together with all other information as prescribed by the Bank. The Authorized Person is authorized to open, add (where applicable), operate, maintain or deal with all other matters in connection with the Account or the Banking Service in accordance with the Signing Arrangement and the specimen signature(s) for and on behalf of the Client except for:-
(i) cancellation or termination of account or services;
(ii) any change of the Authorized Person and/or the Signing Arrangement; and
(iii) any change of the correspondence address, contact number or other personal particulars of the account holder(s).

4.2 Unless otherwise agreed between the Client and the Bank in writing, any change in, addition to or revocation of the Authorized Person and/or the specimen signature(s) and/or the Signing Arrangement shall not be operative unless and until the Bank shall have actually received such documents and/or authorizations in the form and substance satisfactory to the Bank and reasonable opportunity to respond such change, addition or revocation.

4.3 Unless otherwise agreed between the Client and the Bank in writing, any effective change in, addition to or revocation of the Authorized Person and/or the specimen signature(s) and/or the Signing Arrangement shall apply to all of the Account or the Banking Service.

4.4 When any one or more or all of the account holders or the users of the service die(s), any act, thing, deed or matter made or done by the Bank pursuant to the requests, instructions or directions of the Authorized Person or any of them after such death but before the

4. 被授權人員

4.1 倘若客戶決定委任被授權人員，客戶需以書面通知本行及向本行提供本行要求的被授權人員的詳細資料、簽字式樣及其他本行指定的資料。並於帳戶指令或相關文件內提供被授權人員簽字式樣及／或簽署安排。被授權人員將全權代表客戶開立、增立（如適用）、操作、保持及／或處理帳戶或銀行服務，但下列事項除外：—
(i) 刪減或結束帳戶或銀行服務；
(ii) 更改被授權人員及／或簽署安排；及
(iii) 更改客戶之地址、聯絡號碼或其他帳戶持有人的資料。

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

4.3 除非本行與客戶另有書面協議，任何有效的關於被授權人員、簽字式樣及／或簽署安排的更改、增加或撤銷均適用於所有帳戶或銀行服務。

4.4 倘若一名或多名或所有帳戶持有人或銀行服務使用者去世，本行在有關人士去世後及實際收到有關的書面通知前，根據被授權人員或其中任何一位的要求、指示或指令所作出

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actual receipt of notice in writing thereof by the Bank shall be absolutely and conclusively binding on the account holder or the user of the service, his estate and personal representative and any party or parties claiming through or under the account holder or the user of the service or any one or more of them.

4.5 The Client agrees to ratify at all times all acts, things, deeds, directions, orders or instructions given by any or all of the Authorized Person in accordance with sub-clause 4.4 above and acknowledge that the same shall be at all times be absolutely and conclusively binding on the Client.

4.6 The Client agrees that the contact person(s) whose particulars are set out in the "Facsimile and Electronically Transmitted Instruction Indemnity" and/or respective account opening document(s) is/are authorized to make enquiry in respect of the Account's information via telephonic or other means, and to, verbally or in other forms acceptable to the Bank, confirm with the Bank the authenticity of Facsimile/Electronically Transmitted Instruction but not further or otherwise.

5. EXCLUSION OF LIABILITY

5.1 To the fullest extent permitted by laws, the Bank shall not be held liable for any loss or damage suffered or sustained by the Client directly or indirectly arising out of or in relation to:-

- (i) the cancellation or termination of all or any of the Account and/or the Banking Service (as the case may be);
- (ii) the cancellation, withdrawal, revocation or suspension of the Client's transactions or any failure to execute or effect transactions or order from the Client where it is attributable to any circumstances or events beyond the Bank's control;
- (iii) any interruption, suspension, delay, loss, damage or other failure or inaccuracy in transmission of the Client's instructions or other information howsoever caused;
- (iv) leakage of instruction or information relating to the Client by any telecommunication company, equipment, device of intermediary through which the instruction or information is communicated to or from the Bank or
- (v) the Bank's agents or any other third party; any mechanical failure, power failure, malfunction, breakdown, interruption or inadequacy of equipment or installation in connection with the service, Acts of God, government act, flood, fire, civil commotion, strike, war or any other causes beyond the Bank's reasonable control; and
- (vi) any transaction effected as a result of a forged instruction or any other fraudulent conduct.

5.2 Unless the act or omission is due to gross negligence, wilful default or fraud of the Bank, the Bank shall not be liable to or responsible for any loss or damage the Client sustain or suffer directly or indirectly arising out of any act or omission of any counter-party, custodian, sub-custodian, professional advisor, broker, dealer or agent or of any party contracted or retained for the purposes hereunder.

6. LIABILITY AND INDEMNITY

6.1 Even if the Bank could have reasonably foreseen, the Bank's liability to the Client for any neglect or default on the part of the Bank shall not extend to any indirect, consequential or exemplary damages, expenses, losses or costs and any damages for loss of profit.

6.2 The Client represents and warrants (which representations and warranties shall be deemed to be repeated by the Client on each date on which transaction is entered into under the Agreement) that:-

- (i) the Client has full power and authority to execute and deliver the Agreement, and any other documentation relating thereto, and to perform the Client's obligations under the Agreement and each transaction and have taken all necessary actions to authorize such execution, delivery and performance;
- (ii) any such execution, delivery and performance will not violate or conflict with any law applicable to the Client, any provision of any constitutional documents

的任何作為、事情、契據或事項，將對帳戶持有人或銀行服務使用者、其遺產及遺產代理人及透過帳戶持有人或銀行服務使用者或其中任何一名或多名人士進行申索的任何人等於任何時候均具終局性約束力。

4.5 客戶同意於任何時候均會確認或追認由所有被授權人員根據上述第 4.4 分條款作出的所有行為、作為、契據、指令、命令或指示，並且承認上述各項對客戶具絕對約束力。

4.6 客戶同意其詳情資料載列於「傳真及電子傳送交易指示彌償書」及／或相關開戶申請文件的聯絡人獲授權可通過電話或其他方式查詢帳戶的資料及向本行以口頭或其他本行接納的方式確認傳真／電子傳送指示的真確性，但不涉及其他方面的權限或確認。

5. 免責

5.1 於法律容許的最大範圍內，本行對下列各項直接或間接導致或引致客戶的損失或損害毋須承擔任何責任：—

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

5.2 除非由於本行的重大疏忽或故意失責，本行對於任何交易對手、業務代理、託管人、附屬託管人、專業顧問、經紀、交易商、代理人或任何締約方或根據協議聘用的任何人士的作為或不作為而直接或間接導致客戶的損失或損害毋須承擔任何責任。

6. 責任及彌償

6.1 儘管可能被本行合理地預見，本行因疏忽或失責而需對客戶承擔的責任將不包括非直接、相關、懲罰性的損害、支出、損失或成本及利潤的賠償。

6.2 客戶向本行陳述與保證（此等陳述與保證將被視作於根據協議而進行的交易的當天由客戶重新作出）：—

- (i) 客戶有充分的權力執行及交付協議及其他任何有關之文件，有全面的權力履行協議下的義務及每項交易，並且已採取一切必要的步驟授權上述各項的執行、交付及履行；
- (ii) 任何上述條文提及的執行、交付及履行將不會違反或違背任何適用於或影響客戶或客戶資產的法律、憲制性文件、押記，信託契據、合約、其他

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- or any charge, trust deed, contract or other instrument or any contractual restrictions applicable to, binding on or affecting the Client or any of the Client's assets or obliging the Client to create any lien, security interest or encumbrance;
- (iii) all governmental, regulatory and other consents that are required to have been obtained by the Client in relation to the Agreement have been so obtained and are in full force and effect and all conditions of any such consents have been compiled with;
- (iv) the obligations under the Agreement constitute the Client's legal, valid and binding obligations, enforceable in accordance with their respective terms;
- (v) the Client will comply with all laws, rules, regulations, guidelines, circulars, codes of conduct and disclosure requirements of any relevant jurisdiction, Exchange, market or regulatory authority which apply in respect of the Client and the Bank from time to time;
- (vi) the Client will promptly give (or procure to be given) to the Bank such information and assistance as the Bank may require to enable the Bank to assist or achieve compliance with any of the obligations under the Agreement; and
- (vii) where the Account is a client account, the Client has put in place reliable system to verify client identity and proper systems and controls to allocate funds in the pooled account to the individual underlying clients. In addition, the Client is satisfied as to the source of the funds used to open the Account or passing through the Account.
- 6.3 The Client warrants and undertakes to ratify and confirm at the Bank's request any act, deed, thing or matter lawfully done or caused to be done by the Bank in the proper performance of the Bank's duties or obligations hereunder.
- 6.4 The Client warrants and undertakes to keep the Bank and the Bank's agents and employees fully and effectively indemnified against all loss, damages, costs, charges, liabilities and expenses whatsoever incurred by the Bank pursuant to or in connection with the Bank's acts hereunder unless due to the Bank's gross negligence, wilful default or fraud.
- 7. TERMINATION AND SUSPENSION**
- 7.1 Without prejudices to the generality of the other provisions herein, the Bank may, without offering any reason and in its absolute discretion, terminate one or more or all of the Account and/or the Banking Service at any time without prejudice to the continuation of the operation of any or more of the Account and/or the use of any or more of the Banking Service provided always that the Bank shall serve the Client a written notice of the Bank's intention to terminate not less than 30 days prior to the intended date of termination.
- 7.2 Where the Bank reasonably believes that the Account or Banking Service is being operated or used for criminal or other unlawful activities, the Bank is entitled to terminate the same forthwith without notice to the Client.
- 7.3 The Bank reserves its right to suspend the Account and/or the Banking Service when any one of the following events occurs:-
- (i) the Bank has notice of irregularity (either actual, constructive or otherwise) in connection with the
- (ii) operation, maintenance or closing of the Account; the Account is not operated in a manner satisfactory to the Bank or the Banking Service is not used in a way to the satisfaction of the Bank; and
- (iii) the Bank receives conflicting instruction(s) from the Client or the Authorized Person.
- 7.4 Termination or suspension of the Account and/or the Banking Service pursuant to this Clause 7 shall be:-
- (i) without prejudice to the completion of any transaction or transactions already initiated and any transaction or all transactions outstanding at the time of termination or suspension will be completed settled and delivery made;
- (ii) without prejudice to and shall not affect any accrued rights, existing commitments or any contractual provision intended to survive termination; and
- 文件或合約規限；或與上述各項有所衝突；或迫使客戶的資產產生了留置權、擔保權益或產權負擔；
- (iii) 客戶就協議需取得的所有政府、監管機構或其他方面的同意已取得並完全有效。所有上述同意的全部條件亦已經遵守或符合；
- (iv) 協議下的義務對客戶構成合法、有效及具約束力的義務並可按其條款付諸執行；
- (v) 客戶將遵從所有不時適用於本行及客戶的任何相關司法管轄區、交易所、市場或監管機構的法律、規則、規例、指引、通函、守則及披露要求；
- (vi) 客戶須即時提供（或竭盡所能地提供）予本行所須的相關資料或數據及協助以便本行可履行及遵守協議下的義務；及
- (vii) 帳戶是客戶帳戶時，客戶設置可靠的制度去確認客戶的身分及有適當的制度及控制對將存放於並已混合於戶口內的款項再分配予背後的個別客戶。另外，客戶對於開立帳戶及存入帳戶的款項的來源有確切的了解並確認其來源是合法的。
- 6.3 客戶保證及承諾按本行的要求追認及確認任何本行真誠地履行本總條款的義務時所合法地作出的行為、契據、事項或作為。
- 6.4 客戶承諾充分及有效地彌償本行、本行代理人及僱員因客戶違反本總條款的任何條文而承受或產生的一切損失、損害、費用、責任及支出，惟因本行之重大疏忽、故意缺失或詐欺所致者除外。
- 7. 終止及暫停**
- 7.1 於不影響協議其他條文的一般性的情況下，本行毋須給予任何理由及可絕對酌情於任何時候終止任何一個或多個或全部帳戶及／或任何一項或多項或全部銀行服務，惟須給予客戶不少於 30 天的事先書面通知。上述的終止將不影響其他任何一個或多個帳戶的運作及／或銀行服務的使用。
- 7.2 若本行合理地相信，帳戶或銀行服務可能被操作或用作刑事或其他非法活動，本行可毋須發出事先通知而即時終止有關帳戶或銀行服務。
- 7.3 倘若下列任何一項事項出現，本行保留暫停帳戶及／或銀行服務的權利：—
- (i) 本行得悉帳戶的操作、保持或結清出現異常情況（不論是實際、推定或其他）；
- (ii) 本行認為帳戶的運作不理想或本行不滿意使用銀行服務的方式；及
- (iii) 本行收到由客戶或被授權人員發出的不一致的指示或指令。
- 7.4 本行根據本第 7 條條文終止或暫停帳戶及／或銀行服務：—
- (i) 不影響任何已完成或發動的交易。任何或所有於終止或暫停時仍未完成的交易將會被繼續完成、交收及交付；
- (ii) 不影響任何已產生的權利、現行的承諾或其他任何擬於終止協議後仍然生效的條文；及

- (iii) without penalty or other additional payment save that the Client will pay: -
- (a) all outstanding fees and charges under the Agreement;
- (b) any expenses incurred by the Bank under the Agreement and payable by the Client;
- (c) any additional expenses incurred by the Bank in connection with termination; and
- (d) any loss or damage necessarily realized in settling or concluding outstanding obligations under the Account and/or the Banking Service.
- 7.5 The Client may terminate any of the Account and/or the Banking Service upon such prior written notice and in such manner and conditions as prescribed by the Bank from time to time and subject to payment of the handling fees or charges which the Bank may in its absolute discretion impose or levy provided always that the remaining Account and/or Banking Service shall continue to operate or use upon and subject to these Master Terms.
- 7.6 Where the formalities or procedures for opening the Account or using the Banking Service as prescribed by the Bank in its absolute discretion remain uncompleted or outstanding, or the Client fails to provide the corresponding customer-due-diligence information and/or document(s) in the specified manner and within the specified timeframe as prescribed by the Bank, the Account or the Banking Service shall be suspended from operation or use until the completion of the formalities and procedures. Further, the sum of money deposited into the Account or paid under the Banking Service shall not be withdrawn, transferred or otherwise disposed of except with the Bank's consent.
- 8. PAYMENT WITH NO DEDUCTION**
- 8.1 Any sums payable by the Client to the Bank under the agreement shall be paid to the Bank in Hong Kong Dollars or otherwise as the Bank may from time to time direct in full, free and clear of any of present or future taxes, levies, duties, charges, fees or withholding and without set off, counterclaim or deduction whatsoever.
- 9. LIEN AND SET-OFF**
- 9.1 In addition and without prejudice to any general or banker's lien, right to set-off or similar rights to which the Bank is entitled by law, the Bank for itself or as agent for any of Associate may at any time and without notice to the Client:-
- (i) combine or consolidate all accounts including the Account or any other account of any nature whatsoever and either individually or jointly with others, maintained with the Bank and/or Associate and the Bank may set off or transfer any Securities, monies or other property in any such accounts to satisfy debts, obligations or liabilities on the Client's part due and owing to the Bank or any of Associate, whether such debts, obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several; and
- (ii) if any sum is due but remains unpaid hereunder, retain all or any securities, valuables or any other property whatever and wherever situate which may be deposited with or otherwise held by the Bank and/or Associate for or in the Client's name whether for safe custody or otherwise and sell the same or any part thereof at such price and in such manner as the Bank shall determine and the Bank may retain such agent or broker therefor and apply the proceeds thereof to set off any or all sums owing under the Agreement after full deduction of all costs and expenses.
- 9.2 The Bank may at any time in its absolute discretion convert any sum in the Account or under the Banking Service into any currency by any lawful means at the Bank's disposal and at the prevailing rate of exchange as determined by the Bank on the day of passing the entry for the purpose of set off or transfer without reference to the Client.
- (iii) 客戶除必須繳付下列各項外，並無任何罰款或附加費：—
- (a) 任何協議下仍未繳清的款項、收費及費用；
- (b) 本行根據協議代客戶墊支的支出；
- (c) 本行於終止協議時代客戶墊支的額外支出；及
- (d) 任何因了結帳戶及／或銀行服務項下仍未履行的義務而引起的損失或損害。
- 7.5 客戶可向本行發出有關的事先書面通知，並且按本行不時規定的方式及形式以終止任何帳戶及／或銀行服務，惟須繳付本行規定收取的任何手續費或費用。有關終止生效後，其他的帳戶的運作及銀行服務的使用仍將受本總條款的規管。
- 7.6 當本行指定的有關開立帳戶或使用銀行服務的形式或手續仍未完成或了結，或客戶於本行指定時限前未能以指定方式提供所需之客戶盡職審查資料及／或文件，帳戶的運作或銀行服務的使用將被暫停直至所有形式及程序完成為止。此外，除得本行同意外，存放於帳戶或銀行服務項下或已繳付的以資付的款項將不得提取、撥轉或作其他形式的處理。
- 8. 不得扣減**
- 8.1 協議項下由客戶支付予本行的所有款項必須以約定貨幣或本行指定的貨幣支付。客戶不得從該等款項中扣除任何現時或將來之稅項、徵費、收費、費用或扣款。同時，客戶亦不得就該等款項進行任何抵銷、反索償或扣減。
- 9. 留置及抵銷權**
- 9.1 除本行根據法律有權享有的一般銀行留置權、抵銷或相類似的權利外及在不影響上述各項權利的前提下，本行可以為其本身及作為聯營公司代理人，在毋須事先給予客戶通知的情況下：—
- (i) 結合或併合客戶在本行或聯營公司內開立的不論是個人或聯名的全部戶口，包括帳戶或其他任何類型的戶口。本行可以將任何此等戶口內之款項或其他資產抵銷或轉讓，用以解除客戶對本行及／或任何聯營公司拖欠或未了結的債務、義務或責任，不論此等債務、義務或責任是實有或或然、主要或附屬、有抵押或無抵押、共同或分別的；及
- (ii) 倘若客戶有任何款項到期而未付，留存所有或任何存放於或由本行及／或聯營公司以其他方式代客戶或以客戶名義持有的證券、貴重物品或任何其他資產或財產，不論上述證券、貴重物品或其他資產或財產是屬於保管或其他性質。同時，本行可將上述證券、貴重物品或其他資產或財產或其任何部份以本行決定的價格及方式出售。以此為目的，本行可聘用代理或經紀並可將所得款項於扣除本行所有費用及支出後，用以解除或抵銷協議下的任何或所有欠款或未了結的責任或義務。
- 9.2 本行可於任何時候毋須通知客戶酌情將帳戶內或銀行服務項下的款項以合法途徑按記項當天的兌換率兌換成任何貨幣以達到結合、合併或抵銷的目的。

10. FEES CHARGES COMMISSIONS AND INTEREST

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

11. STATEMENTS AND CONFIRMATIONS

- 11.1 The Client is obliged to examine and verify the correctness of each and every entry in any advice, statement or confirmation issued by the Bank to the Client in regard to any transactions and/or their incidental matters thereto and to notify the Bank immediately in writing of any entry which the Client considers wrongful, irregular and/or unauthorized. Unless the Bank shall have actually received the notice to dispute accuracy, regularity or authority within ninety(90) days of the date of issuance of the advice, statement or confirmation, all the entries demonstrated in such advice, statement or confirmation are deemed correct, regular and authorized.
- 11.2 Nothing in the preceding sub-clause 11.1 shall operate to prejudice the Client's right of recourse in relation to:-
- (i) unauthorized transaction arising from forgery or fraud by any third party and in relation to which the Bank has failed to exercise reasonable care and skill;
 - (ii) unauthorized transaction arising from forgery or fraud by any of the Bank's employees or agents; and
 - (iii) other unauthorized transactions arising from gross negligence or wilful default on the part of the Bank.

12. CONCLUSIVE EVIDENCE

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

13. CONFIDENTIALITY DELEGATION AND OUTSOURCING

- 13.1 The Bank shall keep confidential all information relating to the Account or the Banking Service but may provide any such information to the regulators or law enforcement agency to comply with their requirements or requests for information and to any of the Bank's branches and/or Associate for the purpose of providing services to the Client from time to time without any consent from or notification to the Client.
- 13.2 Where the holder of Account and/or user of the Banking Service is an individual, the Bank is subject to the Personal Data (Privacy) Ordinance, which regulates the use of personal data.
- 13.3 Subject to all applicable laws, rules, regulations, guidelines, circulars and codes of conduct, the Bank is entitled to delegate any of the Bank's functions under the Agreement to Associate or

10. 收費佣金與利息等

- 10.1 本行有權就客戶操作、保持或結清任何帳戶或提供任何銀行服務予客戶而按照本行不時公佈的費用、收費及／或佣金表收取或徵收任何費用、收費及／或佣金。惟本行有權於給予客戶不少於 30 天的事先書面通知後，修改、修訂或更改費率或計算基準。上述的費用、收費及／或佣金表於客戶要求時可提供予客戶。任何須由客戶繳付的費用、收費及／或佣金需於本行作出付款要求時即時支付予本行。
- 10.2 客戶須按本行不時規定的利率，支付需付予本行的款項所衍生的利息。利息由款項到期支付日起計算直至實際付款日為止（裁決前及後）及按實際天數在符合所有適用法律的規定下按照本行就有關幣別的實務除以 360 或 365 日。

11. 結單及確認書

- 11.1 客戶有責任審閱及核對本行就協議項下任何交易及／或其他附帶事項發出的通知書、結單或確認書上的每項記項之準確性。倘若客戶認為任何記項存在錯誤、異常及／或未獲授權的情況，客戶必須立即以書面通知本行。除非本行在列載有關記項的通知書、結單或確認書發出之日期起計 90 天或其他按本行酌情決定的期限內實際上收到對上述記項的正確、正常或授權提出異議的書面通知，否則所有顯示於此等通知書、結單或確認書上的記項均被視作正確、正常及已獲恰當授權。
- 11.2 上述第 11.1 分條款的規定並不影響客戶就下列事項提出追索的權利：—
- (i) 由於任何第三者偽冒或詐騙而引致的未經授權的交易，而本行對該等交易未能採取合理謹慎及合理技巧加以識破；
 - (ii) 由於本行的任何僱員或代理人偽冒或詐騙而引致的未經授權的交易；或
 - (iii) 由於本行或本行任何僱員或代理人重大疏忽或故意失責而引致的其他未經授權的交易。

12. 終局性證據

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

13. 保密委託及外判

- 13.1 本行應對涉及帳戶或銀行服務的資料予以保密，但有權可在未經客戶同意或未通知客戶的情況下，將任何該等資料提供給監管機構或執法機構以遵守其關於資料方面的規定或要求，又或可不時提供給本行的其他分行及／或聯營公司以便其向客戶提供銀行服務。
- 13.2 倘若帳戶持有人或銀行服務使用者是個人，本行使用客戶個人資料時會受到香港規管個人資料使用的《個人資料（私隱）條例》的約束。
- 13.3 在受所有適用的法律、規則、規例、指引、通函及守則規管的前提下，本行有權在毋須給予客戶進一步通知的情況下，

the third party service providers for performance of such functions when the Bank considers fit without further notice to the Client.

按本行認為恰當的方式將協議項下的本行的職能委託予聯營公司或第三方服務提供者以使其執行上述職能。

13.4 Subject to all applicable laws, rules, regulations, guidelines, circulars and codes of conduct, the Bank has right to outsource any part of the Banking Service including, without limitation, data transmission and process, backup support and all other such services to Associate, the Bank's agent or such other party in Hong Kong or elsewhere in the manner as the Bank shall consider appropriate provided that the Bank remains liable for such outsourced activities.

13.4 在受所有適用的法律、規則、規例、指引、通函及守則規管的前提下，本行有權將銀行服務的任何部份以本行認為合適的方式外判予香港或香港以外的聯營公司、本行代理人或其他人士。外判的範圍包括但不限於數據傳輸及處理、內部支援或其他銀行服務。惟本行需對外判事項承擔責任。

14. CONFLICT OF INTEREST AND DISCLOSURE

14. 利益衝突與披露

14.1 In relation to any transaction, the Bank and/or Associate may have an interest, relationship, arrangement, or duty which is material or which gives or may give rise to a conflict of interest with the Client's interest(s) in relation to transaction directly or indirectly (the "Material Interest"). The Bank shall take reasonable steps to ensure fair treatment for the Client in relation to any of such transaction subject to all applicable laws, rules, regulations, guidelines, circulars and codes of conduct.

14.1 本行及／或聯營公司與客戶可能會直接或間接在交易或銀行服務中，有利益、關係、安排或責任上的衝突（下稱「重大利益」）。本行會採取一切合理步驟，並根據所有適用的法律、規則、規例、指引、通函及守則令客戶於該等交易或銀行服務中得到公平的對待。

14.2 Subject to all applicable laws, rules, regulations, guidelines, circulars and codes of conduct, the Bank shall be entitled to give advice or make recommendation to the Client or enter into transaction for or with the Client or act as the Client's agent or provide the Banking Service and any other service notwithstanding the Material Interest and shall not be under a duty to disclose to the Client any profit arising therefrom.

14.2 儘管存在重大利益，客戶同意本行有權在受所有適用的法律、規則、規例、指引、通函及守則規管的前提下為客戶就交易或銀行服務提供意見或提議或進行交易，又或以客戶的代理人身份行事或提供其他銀行服務，而本行毋須向客戶披露由上述交易或銀行服務而產生的利益。

14.3 Subject to all applicable laws, rules, regulations, guidelines, circulars and codes of conduct, the Bank shall not be liable to account to the Client for or (save in respect of fees or commissions charged to the Client) to disclose to the Client any profit, commission or remuneration made or received (whether from any client or by reason of any of the Material Interest or otherwise) by the Bank by reason of any services provided for transaction.

14.3 在受所有適用的法律、規則、規例、指引、通函及守則規管的前提下，本行除須向客戶通知所收取的有關收費或佣金外，毋須向客戶解釋或披露本行在交易或銀行服務上收取的任何利益、佣金或報酬（不論從客戶身上或因重大利益或其他方面獲得）。

15. DEBT COLLECTION

15. 收帳

15.1 The Bank is entitled to retain debt collection agent(s) to collect any sum due to be paid to the Bank but remains unpaid by the Client under the Agreement. The Client agrees and acknowledges that the Client has been warned that the Client shall indemnify and keep the Bank indemnified on a full indemnity basis from and against all costs, fees and expenses which the Bank may reasonably incur in retaining the debt collection agent(s).

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

16. FORCE MAJEURE

16. 不可抗力

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

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

17. WAIVER

17. 寬免

17.1 No failure to exercise or enforce and no delay in exercising or enforcing on the part of the Bank of any right, remedy, power or privilege under the Agreement shall operate as waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy, power or privilege hereunder operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy, power or privilege preclude any other further exercise or enforcement thereof, or the exercise or enforcement of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative to and not exclusive of any right, remedy, power and privilege provided by law or other documents held by the Bank.

17.1 本行不行使或執行或遲延行使或執行協議下的任何權利、補救方法、權力或特權不應視為放棄有關權利、補救方法、權力或特權。單一地或部份地行使或執行不應視為放棄有關權利、補救方法、權力或特權。單一地或部份地行使或執行有關權利、補救方法、權力或特權應不排除進一步行使或執行或以其他方式行使或執行任何其他有關權利、補救方法、權力或特權。協議賦予本行的權利、補救方法、權力和特權是累加的，將不會取代法律或本行持有的其他文件所賦予本行的權利、補救方法、權力或特權。

18. SUCCESSORS AND ASSIGNS

- 18.1 The Agreement shall be binding upon, and endure to the benefit of, the parties to the Agreement and their respective successors and permitted assigns.
- 18.2 The Client will not assign any of the Client's rights, benefits, powers, obligations or liabilities under the Agreement.
- 18.3 The Bank may at any time assign all or any of the Bank's rights, benefits or powers hereunder and in that event the assignee shall have the same rights, benefits or powers against the Client as he would have had as if the assignee had been a party hereto and the Client waives and forgoes all the Client's rights, if any, to challenge the validity of any such assignment by way of this sub-clause 18.3.

19. SEVERABILITY

- 19.1 If at any time any provision of the Agreement is prohibited by law or becomes illegal, void, invalid or unenforceable in any respect under the laws of any jurisdiction, neither the legality, validity or enforceability of the other remaining provisions hereof nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby.

20. AMENDMENT

- 20.1 The Client agrees and accepts that the Bank may unilaterally amend or vary the terms and conditions of these Master Terms upon giving the Client a notice of the changes in writing by way of displaying the same in a prominent position of the Bank's office premises or such other manner as the Bank shall in its absolute discretion consider fit.

21. NOTICE

- 21.1 A notice or demand by the Bank under the Agreement may be served by post, personal delivery or the Facsimile/Electronic Transmission Means and shall be deemed to have been duly served if by post on the day following the day of posting (its subsequent return or non-delivery notwithstanding) and if by personal delivery or the Facsimile/Electronic Transmission Means at the time on the day of such personal delivery or the Facsimile/Electronic Transmission Means if addressed to the Client or the legal or personal representative(s) of the Client at the last known address according to the Bank's record.
- 21.2 Unless otherwise agreed, a notice by the Client or the Client's legal representative(s) or the Client's personal representatives may be served by post or personal delivery at the registered office or last known address of the Bank but shall not be deemed to have been duly served unless and until actual receipt of such post or personal delivery by the Bank.

22. CHANGE OF INFORMATION AND OTHER

- 22.1 The Client and the Bank undertake to inform each other of any material change to the information provided in the Agreement. In particular, the Client and the Bank agree that: -
- (i) the Bank shall notify the Client of any material change to the Bank's business which may affect the Banking Service rendered to the Client by the Bank; and
- (ii) the Client should immediately notify the Bank of any change of name, address, particulars and information and provide such supporting documents as reasonably required by the Bank.
- 22.2 The Client is required to provide valid mobile phone number and contact number for liaison and notification purpose and notify the Bank in a timely manner if any of such numbers are changed. The supporting documents for such change should be provided as soon as reasonably required by the Bank.

23. CURRENCY EXPOSURE

- 23.1 For any transaction effected under the Account or in respect of the Banking Service in currencies other than Hong Kong Dollars, the Client acknowledges that there may be profits or losses arising as

18. 承繼人及受讓人

- 18.1 本協議對當事人及其承繼人及其容許的受讓人均具約束力，有關承繼人及容許的受讓人均享有本協議項下的權益。
- 18.2 客戶不可轉讓任何協議下的權利，權益、權力、義務或責任。
- 18.3 本行可以隨時轉讓協議下的所有或部份權利、權益或權力，而受讓人應有與本行相同的權利、權益或權力，猶如受讓人是協議的當事人一樣。客戶通過本第 18.3 分條款放棄及寬免質疑此等轉讓的有效性的權利。

19. 條款的獨立性

- 19.1 倘若協議的某些條文於任何司法管轄區被禁止或變成不合法、失效、無效或在法律上不能執行，此等條文於其他司法管轄區的合法性、有效性或可執行性及協議的其他條文的合法性、有效性或可執行性將不受影響。

20. 修訂

- 20.1 客戶同意及接受，本行可於任何時候通過張貼有關書面通知於本行營業地點的顯眼處或其他本行酌情認為合適的方式單方面修訂或修改協議的條文。

21. 通知

- 21.1 本行就任何根據協議由本行發出的通知或付款要求可以郵遞、專人送遞、或傳真／電子傳送方式送達。如以郵遞方式發出，則於投寄翌日已視作有效地送達（儘管其後該郵件由於未能送達而被退回）；如以專人送遞或傳真／電子傳送方式發出予客戶、客戶的法律代表或遺產代理人於本行記錄所載及最後所知的地址，則在該專人送遞或傳真／電子傳送方式派發或發出當日已被視為有效地送達。
- 21.2 除非另有協議，客戶或客戶的法律代表或遺產代理人發出或提出的通知可採用郵遞或專人送遞將其送達至本行註冊地址或其最後獲知的本行地址。除非及直至本行實際上收到該郵遞或專人送遞，否則不會被視為有效送達。

22. 資料轉變及其他

- 22.1 本行及客戶承諾，倘若根據協議項下所提供之資料有任何重大變動，將通知對方。特別是，客戶及本行同意：—
- (i) 倘若本行業務出現任何重大變動，而該等變動可能影響本行向客戶提供之銀行服務，則本行將會通知客戶有關變動；及
- (ii) 客戶須立即通知本行有關姓名、地址、詳細資料或其他資料之任何變動，並按本行合理之要求提供支持文件以茲證明。
- 22.2 客戶應向本行提供有效的手提電號碼或聯絡號碼作聯絡及通知用途。倘若號碼有變動應盡快通知本行，並按本行合理之要求盡快提供支持文件以茲證明。

23. 貨幣風險

- 23.1 對於以港幣以外的貨幣進行於帳戶項下或有關銀行服務的交易，客戶承認由於滙率的波動，此等業務有可能導致盈

a result of a fluctuation in exchange rates, which shall be entirely for the Client's account and at the Client's own risk.

虧，該等盈虧須全部由客戶承擔。

24. VERISONS DIFFERENCE

24. 文本差異

24.1 In the event of any inconsistency in interpretation or meaning between the Chinese and English versions of these Master Terms, the Client and the Bank agree that the English version shall prevail.

24.1 倘若本總條款的中英兩種語言版本之間存在差異，客戶和本行均同意以英文版本為準。

25. MISCELLANEOUS PROVISIONS

25. 一般規定

25.1 In the course of providing the Banking Service or entering into the transactions hereunder, the Bank or the Bank's agent may need (but not obliged) to record verbal instructions received from the Client and/or any verbal communications between the Client and the Bank in relation to any of the Banking Service.

25.1 在提供銀行服務或進行交易的過程中，本行或本行代理人可能（但非必要）以錄音記錄客戶的口頭指示及／或客戶與本行或本行代理人在該銀行服務或交易過程中的任何對話。

25.2 The Bank may destroy any document relating to the Account or the Banking Service after microfilming/scanning the same and destroy any microfilm, scanned records upon expiration of such period as the Bank shall consider fit.

25.2 本行有權將已經縮微攝影／掃描的任何與帳戶或銀行服務有關的文件銷毀，並可在本行認為適當的一段時間後銷毀縮微膠卷／掃描紀錄。

25.3 While the Bank shall follow reasonable procedures in selecting the Correspondent Agent, no assurance or guarantee can be given and no warranty or representation is made as to the Correspondent Agent's service, or its suitability, content, performance, timeliness, accuracy, reliability, solvency or completeness or otherwise. Further, under no circumstances shall the Bank be liable for any loss and damages, whether direct or indirect, arising out of or in connection with the Correspondent Agent's default, negligence, forgery or insolvency.

25.3 在本行將遵循合理程序選擇業務代理，本行就業務代理的服務，或其適當性、內容、表現、合時性、準確性、可靠性、償債能力或完整性或其他方面不會作出任何保證或擔保或陳述。此外，本行在任何情況下均不會因業務代理的缺失、疏忽、欺詐或無償債能力而招致的損失及損害（不論直接或間接）承擔任何責任。

25.4 The Client acknowledges, declares and warrants that all information and documents of the Client and the Authorized Person(s) (including, without limitation the status or good standing state) provided to and maintained with the Bank are true, complete, accurate, up-to-date and not misleading content involved therein and shall immediately and proactively notify the Bank in writing forthwith together with the corresponding document(s) and proof(s) if the Client's information and documents provided are altered, amended and/or updated.

25.4 客戶確認、聲明及保證，客戶及被授權人員所提供並存於本行的所有資料及文件（包括但不限於身分或存續狀態）皆為真實、完整、準確、最新及無誤導之資料及文件。倘客戶之資料及提供的文件有變動、修訂及／或更新時將主動即時以書面通知本行並向本行提供相關文件及證明。

25.5 In the event of loss of the identity document, seal or chop used for giving instructions to the Bank in respect of the Banking Service, the Client is obliged to forthwith notify the Bank in writing. The Bank shall not be responsible for any payment made or transaction executed against the above documents or seal/ chop prior to receipt of such written notice.

25.5 倘若發現協議項下向本行發出指示所需的身分證明文件、法團印章或圖章已經遺失，客戶須立即以書面通知本行。本行對於任何在未收到該通知前憑該等文件或法團印章／圖章支付的款項或進行的交易毋須承擔任何責任。

25.6 Where the Client consists of more than one person, the representations, the warranties, the undertakings and the indemnities hereunder shall be given jointly and severally.

25.6 當客戶多於一個人時，協議項下的陳述、保證、承諾及彌償將被視作分別及共同地作出。

25.7 Unless or otherwise specified, the term "Rules and Regulations" and/or other terms with the same meaning as stipulated in the Bank's documents normally refer to these Master Terms.

25.7 且除非另有訂明，銀行文件內所指之「總則」及／或具同義之詞語一般係指本總條款。

26. GOVERNING LAW AND JURISDICTION

26. 適用法律及司法管轄權

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

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

PART II SPECIAL PROVISIONS FOR JOINT ACCOUNT AND PARTNERSHIP

第二部份 聯名及合夥人帳戶特別條文

1. The provisions under this Part II shall apply only where the Client consists of more than one person such as joint account holders or joint service users, trustees or personal representatives.

1. 本第二部份僅適用於帳戶持有多於一個人的情況，例如聯名帳戶持有人或聯名銀行服務使用者、合夥人、信託人或遺產代理人。

2. The Client will be jointly and severally liable for all or any of the obligations or liabilities under the Agreement or in any other dealings between the Client and the Bank.

2. 客戶須共同及分別地承擔所有協議項下或客戶與本行之間的業務往來所產生的所有或任何義務或責任。

MASTER TERMS FOR BANKING SERVICE**銀行服務總條款**

3. Unless otherwise agreed between the Client and the Bank in writing and until the Bank receives written notice signed by all of the Client withdrawing or varying the same so as to limit such authority to a specific named individual:-
- (i) each joint account holder of the Account or joint user of the Banking Service will have sole authority on behalf of all the joint account holders or all the joint service users to deal with the Bank fully and completely as if he were the sole owner of the Account or user of the Banking Service without any notice to the other joint account holders or other joint service users (as the case may be);
- (ii) any of the joint account holders or the joint service users may give the Bank an effective and final discharge in respect of any of the Bank's obligations; and
- (iii) any notice or communication given to one of the joint account holders or the joint service users shall be deemed to be given to all.
4. On the death of any of the account holders or the service users, the Agreement will not terminate but remain binding on the other person(s) constituting the Bank's client and the Bank may treat such survivor(s) as the only party to the Agreement with the Bank. For the avoidance of doubt, it is hereby declared and agreed by the parties to the Agreement that all rights and interests of and in the Account or the Banking Service will be vested in the survivor(s) under the Account or the Banking Service upon death of the account holder(s) or service user(s) by operation of the rule of survivorship. This provision shall not apply to partnership account.
5. Notwithstanding the foregoing provisions, the Bank reserves its right:-
- (i) to require joint instructions from some or all of the joint account holders or the joint service users before taking any action under the Agreement; and
- (ii) if the Bank receives instructions from any one of the joint account holders or the joint service user which are not consistent with other instructions in its reasonable opinion, to advise one or more joint account holders or joint users of the Banking Service of such conflict or inconsistency and/or take no action on any such instructions until the Bank receives further instructions in the form and substance satisfactory to the Bank.
6. If the Client is a partnership, the following provisions shall apply:-
- (i) unless otherwise agreed by the Bank, the Client's partnership agreement, if any, will not bind the Bank and the operation, maintenance or closing of a partnership account with the Bank or uses of the Banking Service by a partnership are governed by and subject to these Master Terms;
- (ii) all partners, whether general, special or limited, will be jointly and severally responsible for their obligations and liabilities under the Agreement;
- (iii) notwithstanding any change in the Client's constitution, the remaining partners will have full power and authority to deal with the Account or the Banking Service in any way until the Bank shall have actually received the notice of change; and
- (iv) unless otherwise agreed by the Bank, the Client will give the Bank a new mandate and open a new account upon any change of constitution.
3. 除非本行與客戶另有書面協議及直至本行收到由客戶全部人等簽署的書面通知撤回下列各項並將有關權限授予一位指定的人士：—
- (i) 每一個聯名帳戶持有人或聯名銀行服務使用者均有充分及完全的權力在毋須通知其他聯名帳戶持有人或銀行服務使用者的情況下與本行進行業務，猶如帳戶只是一個單名帳戶或銀行服務使用者只包括一位人士一樣（視情況而定）；
- (ii) 任何一個聯名帳戶持有人或聯名銀行服務使用者均可有效地及最終地解除本行於協議項下的義務；及
- (iii) 任何本行給予其中一名聯名帳戶持有人或聯名銀行服務使用者的通知或通訊均會被視作送達予全部帳戶持有人或全部銀行服務使用者。
4. 協議不會因任何一名聯名帳戶持有人或一名聯名銀行服務使用者去世而終止，並對其他在世的聯名帳戶持有人或聯名銀行服務使用者仍具約束力。並且，本行會視該在世的帳戶持有人或銀行服務使用者是協議下僅有的當事人。為免生疑問，協議下各當事人聲明及同意，於聯名帳戶持有人或聯名銀行服務使用者身故後，帳戶一切的權利及權益按照生存者取得權的規則施行並歸賦於帳戶或銀行服務的生存者。本條文不適用於合夥帳戶。
5. 儘管上述條文，本行保留下列各項權利：—
- (i) 於採取任何行動前，向所有或多於一位的聯名帳戶持有人或聯名銀行服務使用者尋求共同指示；及
- (ii) 倘若根據本行的合理意見認為本行接到其中一名聯名帳戶持有人或一名聯名銀行服務使用者的指示與其他指示有衝突及不一致，本行有權通知一個或多個聯名帳戶持有人或銀行服務聯名使用者此等衝突及不一致的指示及／或不執行有關指示直至本行收到認為恰當的進一步指示為止。
6. 假如客戶是合夥人：—
- (i) 客戶的合夥協議（如有）不會對本行構成任何約束力，合夥帳戶的操作、保持或結清或由合夥企業使用的銀行服務將受本總條款的規管，本行與客戶另有協議者除外；
- (ii) 所有合夥人不論是一般、特別或限責合夥人將共同及分別地承擔協議項下的責任及／或義務；
- (iii) 除非本行收到實際的組織變更通知，即使合夥人的組成有任何變動，其餘合夥人仍有權繼續處理帳戶或銀行服務；及
- (iv) 除非本行與客戶另有協議，客戶於組織變更時，將向本行提供新的帳戶指令及開立新戶口。

PART III SPECIAL PROVISIONS FOR PASSBOOK SAVINGS ACCOUNT**第三部份 有摺活期儲蓄帳戶特別條文**

1. A passbook will be issued to the Client. The passbook is not assignable or transferable and cannot be pledged as security. The Client is prohibited from tampering with or adding entries in or otherwise altering any of the entries in the passbook.
2. The Client shall at all times keep the passbook with due care under lock and the Client shall forthwith notify the Bank in writing of any loss or damage thereof immediately upon discovery.
1. 由本行發給存摺一冊為憑。該存摺不得讓渡或轉讓及抵押。客戶不得竄改存摺或更動其中任何記錄。
2. 客戶必須經常妥善保管及將存摺放於上鎖的地方，一旦發現存摺遺失或損壞，應即以書面通知本行。

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3. Replacement of passbook lost or damaged will only be made by the Bank subject to the Client's agreement to pay charges and on such terms and conditions as the Bank determines absolutely.
 4. Withdrawal from the passbook savings account by way of cheque is not allowed.
 5. The savings account may be operated by the Client at the office or branch with which the savings account is maintained unless otherwise agreed by the Bank in writing.
 6. Unless otherwise agreed by the Bank in writing, all transactions/operation of the Account, including withdrawals, at the counter may only be made by production of the passbook during such business hours determined by the Bank provided that the Bank reserves the right to require the Client to make withdrawals in person and produce such identification satisfactory to the Bank.
 7. Interest will accrue on the daily closing balance in the passbook savings account at the rates set from time to time by the Bank absolutely with or without prior notice to the Client. Interest accrued will be paid into the passbook savings account monthly at the end of each month or on such other basis as the Bank may determine from time to time. No interest is payable on the credit balance in the passbook savings account which the Bank may determine in its absolute discretion from time to time as dormant or on the credit balance in the passbook savings account which falls below the minimum deposit amount determined by the Bank from time to time. Minimum deposit amount is subject to change without prior notice. If the passbook savings account is closed not on an interest payment date, interest will only be paid up to the last day of the preceding calendar month or such other date as determined by the Bank absolutely.
 8. The Bank shall be entitled, without notice to the Client, to close the Account with zero balance.
 9. Where a savings account is denominated in a foreign currency, the Bank shall have a right, in its absolute discretion, to pay the Client in full satisfaction of the Client's deposit or any part thereof and/or the interest thereon (where applicable) by cheque to be drawn on a bank in the country in which the relevant foreign currency is the lawful currency or such other means to the extent permitted by law.
 10. Any payment made by the Bank to any person presenting a passbook and a withdrawal form (in the form and manner prescribed by the Bank from time to time) and which appears to be signed by the Client or the Authorized Person shall have the same effect as if the payment is made to the Client personally and shall absolve the Bank from all liabilities to the Client or to any other person in so far as the relevant payment is concerned provided that the Bank is, without offering any reason, entitled to decline making payment to such person where the Bank considers it suspicious.
3. 本行只會在客戶同意支付及遵守本行絕對酌情決定的條款後，才向客戶補發新的存摺。
 4. 本有摺活期儲蓄帳戶不得以支票提款。
 5. 除非本行書面同意，客戶只可於開戶行進行往來。
 6. 除非本行書面同意，任何櫃面交易，包括提款，均須在本行營業時間內辦理及出示存摺。但本行有權要求客戶親到銀行提取款項及出示本行認為滿意的身份證明。
 7. 利息按每日的最後結餘計算，利率由本行隨時決定，而不一定預先通知客戶。本行每個月最後一天或按隨時決定的其他時間將客戶應得之利息存入有摺活期儲蓄帳戶。對超過由本行自行隨時訂定的期限沒有與本行往來的不動戶的存款可餘額或有摺活期儲蓄帳戶內存款低於本行隨時所釐定的最低存款餘額，則不計給利息。此項最低存款餘額可不經事先通知而隨時更改。在結息日前結清的有摺活期儲蓄帳戶。在結息日前結清的有摺活期儲蓄帳戶，其利息將計至前一個月最後一天或本行決定的其他日期。
 8. 倘若帳戶結餘為零，本行有權毋須通知客戶而結清帳戶。
 9. 若儲蓄帳戶的幣別為外幣，則本行絕對酌情權決定於法律容許的範圍內以相關外幣為法定貨幣之國家的一家銀行兌現的支票，支付客戶全部存款或任何部份存款或其利息（如適用）。
 10. 本行已向提示存摺及提款單（其格式及方式不時由本行規定），而且其表面看起已由客戶或被授權人員簽署的任何人支付的任何款項，應被視為本行已向客戶本人支付該等款項，並就該支付而言，免除本行對客戶或任何其他任何人士的一切責任。但是，本行認為有懷疑時，有權拒絕付款予該等人士，而毋須作任何解釋。

PART IV SPECIAL PROVISIONS FOR STATEMENT SAVINGS ACCOUNT第四部份 月結單活期儲蓄帳戶特別條文

1. Interest will accrue on the daily ledger balance of the statement savings account at the rate as prescribed by the Bank from time to time. Interest earned will be credited to the statement savings account on monthly or on such other basis as may be specified by the Bank from time to time.
 2. A statement of account will be sent to the Client each and every month or at regular intervals as determined by the Bank. No statement will be issued where no entry has been made in that account.
 3. The balance on the statement savings account cannot be withdrawn by way of cheque. No passbook will be issued for transaction purpose.
 4. Any payment made by the Bank to any person presenting a withdrawal form (in the form and manner prescribed by the Bank from time to time) and which appears to be signed by the Client or the Authorized Person shall have the same effect as if the payment is made to the Client personally and shall absolve the Bank from all liabilities to the Client or to any other person in so far as the relevant payment is concerned provided that the Bank
1. 月結單活期儲蓄帳戶利息按本行不時規定的利率，根據每日結餘額並按本行不時規定的相隔時段計算。客戶應得的利息每月入帳一次，或按本行不時規定的其他基準入帳。
 2. 月結單將於每月或由本行指定的相隔時段按記錄所指示的通訊地址寄發予客戶。倘若無記項，則不會寄出月結單。
 3. 月結單儲蓄存款不能用支票提取，本行亦不會簽發存摺簿予客戶以作交易之用。
 4. 本行已向提示提款單（其格式及方式不時由本行規定），而且其表面看起已由客戶或被授權人員簽署的任何人支付的任何款項，應被視為本行已向客戶本人支付該等款項，並就該支付而言，免除本行對客戶或任何其他任何人士的一切責任。但是，本行認為有懷疑時，有權拒絕付款予該等人士，

is, without offering any reason, entitled to decline making payment to such person where the Bank considers it suspicious.

而毋須作任何解釋。

PART V SPECIAL PROVISIONS FOR CURRENT ACCOUNT

第五部份 支票帳戶特別條文

1. Unless otherwise agreed between the Client and the Bank in writing, no interest is payable on credit balance in a current account.
 2. If temporary overdraft is granted by the Bank, the Client undertakes to refund to the Bank the whole amount so overdrawn together with accrued interest thereon calculated at such rate as determined by the Bank.
 3. A cheque book will be issued to the Client upon the Client's opening a current account and first depositing a specified amount with the Bank. Cheque books should be kept in safe custody at all times and, where appropriate, under lock and key so as to be inaccessible to unauthorized persons.
 4. Application for new cheque book may be made by presenting a duly completed and signed application form to the Bank or by any other means acceptable to the Bank. The Bank may in its absolute discretion refuse to issue a cheque book. The Bank may, unless otherwise agreed by the Bank, deliver the cheque book to the correspondence address registered with the Bank by mail or by any other means as determined by the Bank in its absolute discretion. The Bank accepts no liability for any delay or loss occasioned by any mode of delivery.
 5. Upon receipt of a new cheque book from the Bank, the Client is obliged to verify the cheque serial numbers, account number and name of the client printed thereon as well as the number of cheques before use. Any irregularity in respect thereof should be promptly reported to the Bank.
 6. Cheque should only be drawn in the form prescribed by the Bank subject to such terms and conditions as stipulated by the Bank and should only be used for the permitted account.
 7. When a signed cheque or a cheque book is lost, stolen or untraceable, the Client is obliged to forthwith report the same to the Bank in writing.
 8. When cheques are delivered by way of post or other means, the word "OR BEARER" should be crossed out and the cheque should be crossed.
 9. The Client should exercise due care when drawing cheques to ensure their correctness and accuracy agree that cheques shall not be drawn in a manner which will facilitate fraudulent alteration, fraud or forgery. In particular, without limitation:-
 - (i) the Client should write the amount, both in words and figures in the spaces provided on the cheque, as close to each other and to the left-hand margin as possible so as to leave no space for insertions or additions;
 - (ii) the word "ONLY" should be added immediately after the amount stated in words and only Arabic numerals should be adopted for figures when drawing cheques;
 - and
 - (iii) all cheques must be drawn in dark colour non-erasable ink, ball-point pen, printer or cheque writer in Chinese or English and be signed in conformity with the signature specimen provided to the Bank.
 10. To the extent permitted by law, the Bank shall not be liable under any circumstances for honour of forged cheques where the forgery is made possible by the use of erasable ink, pens, typewriters, cheque writers or any other equipment with built-in erasure features or where the unauthorized alteration or amendment and/or forgery or fraud could not be detected with due diligence, unless due to the Bank's negligence, willful default or fraud.
 11. Any alteration or addition to a cheque must be confirmed by the full signature of the drawer. The Client agrees and acknowledges that the Bank will not be responsible for losses arising from alterations or additions which cannot be detected by exercising reasonable care.
1. 除非本行與客戶另有書面協議，否則支票帳戶的結餘並無利息。
 2. 如本行給予客戶臨時透支，客戶承諾將透支全數連同按本行規定的利率計算的利息償還予本行。
 3. 客戶於本行開立支票帳戶時，需於客戶首次存入規定金額後，方獲發給一本支票簿。客戶必須時刻將支票簿妥為保存，如有需要，應予鎖藏，以免被未經授權人士盜取。
 4. 在申領支票簿時，客戶須先行填妥並簽署支票簿申請表，遞交本行或以本行指定的其他方式申領。本行可酌情拒發支票簿。本行將按紀錄所示的通訊地址以郵寄方式或其他本行絕對酌情認定的方式，將新支票簿送交客戶（另有協議者除外）。如因任何遞送方式而引致任何延誤或遺失，本行毋須承擔任何責任。
 5. 客戶在收到新支票簿後，應在使用前核對支票上印示的序列號碼、戶口編號及於支票簿上載印的客戶的姓名，並核對支票數目。如存在異常的情況，應立即通知本行。
 6. 支票須以由本行指定的形式根據本總條款簽發並且只適用於指定的戶口。
 7. 倘若客戶已簽署的支票或支票簿遺失、被竊或丟失，應立即以書面通知本行。
 8. 倘若客戶以郵寄或其他方式送發支票，請刪去「或持票人」等字樣，支票亦應加上劃線。
 9. 客戶在簽發支票時應小心謹慎以確保其準確及正確性，並同意不使客戶簽發的支票有機會被人塗改或作出詐騙或假冒行為。特別是：—
 - (i) 在簽發支票時，金額大寫及數字須在票面適當位置清楚填寫，並應緊貼左方位置，使其難以加插文字或數字；
 - (ii) 在大寫之後應加「正」或「整」字結尾，數字只能用阿拉伯數字填寫；及
 - (iii) 所有支票必須以不能擦掉的深色墨水或原子筆以中文或英文填寫或者以印表機或支票機打印，支票的簽名必須與本行記錄內的簽字式樣相同。
 10. 於法律容許的範圍內，無論在任何情況下，本行毋須對使用了可塗改墨水、墨水筆、打字機、支票打印機或其他任何帶有內置擦除功能的設備而偽造的已付支票承擔責任。本行亦毋須對以作出適當的努力但仍無法辨識的非法篡改或修改和/或欺詐或偽造的已付支票，承擔任何責任，因本行疏忽、故意缺失或欺詐者除外。
 11. 支票如有塗改或增添，必須由發票人全簽證實。客戶同意及確認倘若支票上有不易通過合理謹慎而察覺的塗改或增添而引致任何損失，本行毋須對此承擔責任。

12. Cheques drawn against insufficient or uncleared funds shall be returned unpaid by the Bank. The Bank may also return a cheque unpaid if it is not signed in accordance with the Account Mandate on the Bank's records, or is incorrectly completed, drawn with technical error, altered without confirmation by the Client's full signature, mutilated, post-dated or stale. Reasonable charges for cheque returned unpaid will be debited to the Client's current account.
 13. Any instruction to countermand payment of drawn cheque to the Bank must be clear and unambiguous, suffice to identify the cheque drawn by reference to cheque number and reach the Bank prior to its payment. In the event that the Client identifies the cheque in question:-
 - (i) by reference to other particulars in addition to the cheque number, the Bank shall not be responsible to ensure that other particulars correspond with the particulars of the cheque in question identified by
number; and
 - (ii) by reference to other particulars instead of the cheque number, the Bank may not be obliged to take any action but the Bank may in its absolute discretion and without accepting any responsibility, follow such instruction.
 14. Where the Client requests the Bank to countermand payment of a cheque drawn by means of an instruction which cannot be verified by the Bank, the Bank shall not be obliged to take any action in respect thereof in the absence of any special arrangement to the contrary with the Client. However, the Bank may in its absolute discretion and without accepting any responsibility, follow any such instructions which are, the Bank believes in good faith, initiated by the Client and shall not be liable for having followed any such instruction which is false, incorrect or ambiguous.
 15. The Bank is entitled (but not obliged) to return the cheque unpaid and which bears a date more than 6 months prior to the date upon which the cheque is presented. Notwithstanding the foregoing provisions, the Client authorizes the Bank to debit the Client's current account accordingly if any such cheque is paid and cleared by the Bank.
12. 任何於支票帳戶內未有足夠或已結算的款項情況下簽署的支票將不會被支付。任何不按存放於本行的帳戶指令簽署、不完全填妥、有技術性錯誤、塗改而未有簽名確認、破損、未到期或過期的支票均不會被支付。客戶需支付因上述各項原因不被支付的支票的手續費，有關的手續費將借記客戶的支票帳戶。
 13. 客戶只能在支票未支付之前，以清晰的書面指示通知本行，並清楚說明有關支票的號碼，方能止付支票。倘若客戶：—
 - (i) 除支票號碼外，尚能提供其他資料，本行毋須確保該等其他資料與憑號碼辨認的有關支票的資料相符；及
 - (ii) 如客戶只能提供有關支票的其他資料而非有關支票的號碼，本行毋須採取任何行動止付有關支票。惟本行可酌情執行該止付命令，但毋須就此產生的任何後果承擔責任。
 14. 倘若本行無法鑑定止付支票命令的真偽，本行有權毋須採取任何行動。惟本行可酌情執行本行真誠地相信是由客戶發出的命令，而即使該命令為不正確、虛假、不清楚，本行亦毋須就此承擔任何責任。
 15. 若任何支票所填的日期早於提交支票日期逾 6 個月，則本行有權（但非必要）拒付該等支票。儘管有上述條文，若本行支付和兌現此等支票，則客戶授權本行據此借記客戶的支票帳戶。

PART VI SPECIAL PROVISIONS FOR TIME DEPOSIT

1. Interest payable on a time deposit will accrue up to but exclusive of the maturity date of the time deposit and is payable on the maturity date and may be either drawn or added to the principal. Details and/or breakdown of the accrued interest and the amount of tax deducted, if applicable will be advised when a time deposit is withdrawn or renewed.
 2. A time deposit account will be opened upon the Client's first placing a time deposit with the Bank. A time deposit account may only be placed in such currencies and with such minimum initial deposit in regard to a range of maturity dates as determined by the Bank from time to time.
 3. Upon the Client's request, the Bank may in its absolute discretion repay a time deposit to the Client before the maturity date and the Bank:-
 - (i) shall not be required to pay any interest on such time deposit;
 - (ii) is entitled to deduct a sum representing handling charges and additional costs, if any, of obtaining funds in the market for the remaining period of such time deposit or such other sums as reasonably prescribed by the Bank from the total sum to be repaid to the Client; and
 - (iii) is entitled to deduct any sums already paid to the Client by way of interest and to the Government by way of taxation, if applicable, from the principal sum before repayment thereof.
 4. The Bank is entitled (but not obliged) to require production and surrender to the Bank of the deposit confirmation, deposit receipt or deposit certificate upon the Client's withdrawal of the time deposit placed with the Bank.
- 第六部份 定期存款特別條文
1. 定期利息將計至定期存款到期日的前一日止，並在到期日支付。存期屆滿時，定期存款可供提取或加入本金續存。在每次提取定期存款或續存時，客戶會獲通知累計利息及預扣稅項（如適用）的詳細資料及／或細目分類。
 2. 定期存款戶口於客戶存入首筆定期存款時開立。客戶可存放本行備有的貨幣的定期存款，並須按照本行不時規定的最低開戶存款額及存款期限存款。
 3. 於客戶要求時，本行可酌情在存款到期日前付還存款予客戶。在此情況下：—
 - (i) 本行有權毋須支付該存款的利息；
 - (ii) 本行可將客戶因中途終止存款而令本行須就該存款的餘下存款期向資金市場另行拆入款項所涉的手續費及額外費用（如有）從付還予客戶的總款項中扣除；及
 - (iii) 本行可將任何已付予客戶的利息及已付予政府的稅項（如有）從本金中扣除，餘款始付還客戶。
 4. 客戶提取任何存放於本行的定期存款時，本行有權（但非必要）要求客戶出示並向本行交回有關的存款確認書、存款收據或存款證明書。

5. Should the maturity date of a time deposit fall on a date which is not a Business Day, the maturity date shall be extended to the immediately succeeding Business Day, except when such extension exceeds the maximum period for time deposit acceptable to the Bank or as regulated from time to time. In that event, the time deposit will become payable on the Business Day immediately preceding the original maturity date.
 6. All placements, renewals or withdrawals for time deposit are accepted subject to the transaction dates and hours determined by the Bank from time to time.
 7. Any instruction in relation to disposal of funds at the maturity date and any amendments thereto should be clear and unambiguous and given at least one Business Day prior to the maturity date. Where automatic renewal instructions are given by the Client to the Bank for time deposits, the prevailing rate applied will be the rate applicable at the maturity date and at such time as the Bank shall in its absolute discretion determine.
 8. If no instructions to dispose of the time deposit are received by the maturity date, interest on the maturity date and thereafter will accrue on the principal amount only. The interest will accrue at the Bank's daily savings account rate(s) as determined by the Bank. Accrued interest will be paid or credited into the time deposit account only when disposal instructions are received.
 9. Our right to vary or revise the interest rate(s) as displayed in the Bank's office premises from time to time is reserved.
5. 如定期存款的到期日並非為營業日，存款將於緊接的營業日付還。如據此延長的存款期超出本行所接受的或被規定的最長期限，存款將於該非營業日前的最後一個營業日付還。
 6. 所有存款、續存或提款，均須依照本行為該等存款不時訂定的交易日期及時間辦理。
 7. 有關存款到期處理方法的指示或修訂指示必須清楚及毫不含糊，並最遲須於到期日的前一個營業日送達本行。倘若客戶已作出存款到期自動續存指示，續存利率將採用由本行絕對酌情決定的於到期日當天的特定時間的利率。
 8. 如本行在到期日仍未收到處理方法的指示，則到期日及該日以後的利息只按本金金額累計。利息則按本行不時規定的儲蓄存款利率計算，應付的利息只會在收到指示後方會存入有關定期存款戶口。
 9. 本行保留不時更改或修訂利率的權利，有關的更改內容將會在本行的營業地點張貼發布。

PART VII SPECIAL PROVISIONS FOR RENMINBI ACCOUNTS

第七部份 人民幣戶口特別條文

1. The opening, operation and use of accounts by any "individual" and "corporates" in relation to Renminbi services and accounts shall be governed by these Master Terms.
 2. Renminbi accounts (including Renminbi statement savings account, current account and time deposit account) are to be maintained with the Bank.
 3. The Bank may, as the Bank shall consider fit, take all necessary measures for the compliance with rules and regulations of the PBOC, the HKMA, any clearing bank, any clearing agent within China or any other supervisory or competent authorities. If required, the Bank may also provide any transaction and account information in respect of any holder of Renminbi accounts to the clearing bank and supervisory or competent authorities.
 4. The Bank shall be entitled to refuse to open an account or provide a service for the Client without giving a reason and without liability on the Bank's part in respect of the Bank's refusal.
 5. The Bank is entitled to charge processing fees for the Renminbi services and accounts from the Client at rate decided by the Bank (For processing fee details, please refer to "Commercial Tariff" or consult the Bank's staff).
 6. The Bank has right to set restrictions applicable only to Renminbi services and accounts and to amend and/or revise the terms and conditions that apply to Renminbi services and accounts from time to time.
 7. The Client confirms and declares that the Client fully understand all the rules and regulations applicable to Renminbi services accounts announced by the supervisory or competent authorities. The Client agrees that all Renminbi services and accounts are to be bound by the applicable rules and regulations announced by the supervisory or competent authorities from time to time.
 8. The Bank shall be entitled to refuse to accept any Renminbi deposit or withdrawal or any part thereof, including any amount that in the Bank's opinion exceeds the Client's normal volume. Such normal volume shall be determined by the Bank.
 9. The Client authorizes the Bank to debit from the Client's account(s) with the Bank all costs, levies, charges and expenses reasonably incurred in connection with provision of the services relating to Renminbi under these Master Terms.
1. 任何有關人民幣服務及戶口的「個人」及「企業」之戶口開立、運作及使用均受本總條款之約束。
 2. 人民幣戶口（包括人民幣月結單活期存款、支票存款及定期存款）開立於本行。
 3. 如本行認為合適，本行可以為了遵守人民銀行、金管局、清算行、中國境內代理行以及任何其他監管或主管當局的規則與條例，採取一切所需的措施。如有需要，本行亦可以向清算行及監管或主管當局提供人民幣戶口持有人有關的任何交易及戶口資料。
 4. 本行有權可以拒絕為客戶開立戶口或提供銀行服務而毋須提供任何理由，亦毋須就本行拒絕開立戶口或提供銀行服務承擔任何責任。
 5. 本行有權向客戶就人民幣服務及戶口收取手續費（關於手續費詳情請參照「各項業務收費表」或向本行的職員諮詢）。
 6. 本行可不時設定祇適用人民幣服務及戶口的限制，並可不時修改及／或修訂適用於人民幣服務及戶口的條款及章程。
 7. 客戶確認及聲明，客戶完全明白所有由監管或主管當局頒布的適用於人民幣服務及戶口的規則及規定。客戶同意所有人民幣服務及戶口均受不時由監管或主管當局頒布的適用規則及規定的約束。
 8. 如本行認為客戶之人民幣存款項超出正常存款數量，則本行有權拒絕接受客戶人民幣存款項或其任何部份，包括本行認為超出正常數量之部分，而正常數量則由本行認定之。
 9. 客戶授權本行可從客戶於本行開立的戶口中扣取因為向客戶提供本總條款項下的人民幣相關銀行服務所合理地產生的成本、徵費、費用及支出。

10. The following provisions shall only apply to Hong Kong Resident personal Renminbi services: -
10. 下列條文將僅適用於香港居民的個人人民幣服務：—
- (i) If the Client intends to open a Hong Kong Resident personal Renminbi account (including statement savings account, current account or time deposit account), the Client shall be required to be the holder of and agree to provide a valid Hong Kong Identity Card and recent address proof issued within three months.
- (i) 如客戶希望開立香港居民個人人民幣戶口（無論是月結單活期存款、支票存款或定期存款）必須持有及提供有效香港身份證及最近三個月之地址證明。
- (ii) Renminbi cheques shall not be transferred or endorsed. The use of Renminbi cheques is limited to (1) acquisition of consumer goods and services within the Guangdong Province (including Shenzhen) in the China and (2) subscription, acquisition and disposal of Renminbi bonds in local Hong Kong.
- (ii) 人民幣支票不得轉讓或背書，且其使用只限於（1）在中國廣東省（包括深圳）作消費性支出及（2）在香港本地作為認購、收購和處置人民幣債券。
- (iii) Local Renminbi cheques used for the subscription, acquisition and disposal of Renminbi bonds under sub-clause 10(ii) above must be issued by the Client and made to the order of the Client, the beneficiary bank (or its corresponding bank) designated by the Renminbi bond issuer, or the agent bank (or its corresponding bank) for the sale of Renminbi bond in the secondary market.
- (iii) 根據上述第 10(ii) 條條文認購、收購和處置人民幣債券的本地人民幣支票，必須由客戶發出並以客戶、人民幣債券發行之指定收款銀行（或其代表銀行）或次級市場買賣人民幣債券之代理銀行（或其代表銀行）的名義持有。
- (iv) The daily end balance of any Renminbi current account shall not exceed the prescribed amount determined by the supervisory or competent authorities and/or the Bank from time to time. The aggregate amount of the total payments from each current account shall not exceed the prescribed amount per clearing day as determined by supervisory or competent authorities and/or the Bank. Further the Bank shall not provide overdraft services.
- (iv) 人民幣支票存款的每天日終餘額不得超過不時由監管或主管當局及／或本行訂立的指定限額。在同一個支票結算日，每個支票存款之總支付金額不得超過不時由監管或主管當局及／或本行設定的指定限額。本行亦不提供透支銀行服務。
- (v) The prescribed limits under sub-clause 10(iv) above shall not apply to local Renminbi cheques used for the subscription, acquisition and disposal of Renminbi bonds under clause 10(ii) above.
- (v) 第 10(iv) 條條文的人民幣支票限額並不適用於 10(ii) 條條文用作認購、收購和處置人民幣債券之本地人民幣支票。
- (vi) The Bank shall provide Renminbi remittance services to facilitate Renminbi remittance from Hong Kong to China for the Client if the Client has maintained a Renminbi account with the Bank subject to the condition that the name of the remitter and the beneficiary must be the same. The amount remitted to China shall not exceed the amount remitted to the Client as payee (under the same name) in Renminbi. The aggregate amount remitted per person per day shall not exceed the prescribed limit determined by the supervisory or competent authorities and/or the Bank.
- (vi) 倘若客戶於本行持有人民幣戶口，客戶可以從香港匯款到中國，但匯款人與收款人之名稱必須完全相同。匯款金額不得超過以客戶為收款人的人民幣（同名帳戶）匯款金額。每人每天的最高匯款須遵守不時由監管或主管當局及／或本行公佈的規定。
- (vii) The Bank shall permit any remittance with the Client as beneficiary from China to Hong Kong provided that the rules and regulations under relevant regulations of the clearing bank or the PBOC shall be complied with and such remittance amount should not be more than unused sum of any funds the Client previously remitted to China from Hong Kong.
- (vii) 本行可在符合清算行或人民銀行有關規定的條件下，接納從中國匯款到香港之人民幣（同名）匯款，但該款項不得超過客戶較早前匯往中國帳戶之未動用資金。
- (viii) For the purpose of subscribing, acquiring and disposing of Renminbi bonds in Hong Kong, local interbank funds remittance is available between: (1) bank to bank, (2) bank to the Client, (3) the Client to bank (4) the Client's same name account held in other local banks or (5) such other mode determined by the supervisory or competent authorities and/or the Bank from time to time.
- (viii) 若匯款用途為在香港本地認購、收購和處置人民幣債券之款項，則可經本地跨銀行之匯款方式進行，匯款方式包括：(1) 銀行匯給銀行、(2) 銀行匯給客戶、(3) 客戶匯給銀行、(4) 客戶於其他本地銀行開立的同名戶口或 (5) 由監管或主管當局及／或本行不時決定的其他方式。
- (ix) A joint-name Renminbi account comprising the Client and a non-Hong Kong Resident would be opened as a Hong Kong Resident Renminbi account. The above clauses shall apply and the account would be subject to the relevant requirement of a Hong Kong Resident Renminbi account.
- (ix) 由客戶及另外一名非香港居民共同開立之人民幣聯名戶口會被視作香港居民戶口。上述之條款將仍然適用而該帳戶將受適用於香港居民人民幣戶口的相關規定之限制。
11. The following provisions shall only apply to Non-Hong Kong Resident personal Renminbi services: -
11. 下列條文將僅適用於非香港居民的個人人民幣服務：—
- (i) If the Client intends to open a Non-Hong Kong Resident personal Renminbi account (including statement savings account, current account or time deposit account), the Client must be a Non-Hong Kong
- (i) 如客戶希望開立非香港居民個人人民幣戶口（無論是月結單活期存款、支票存款或定期存款），客戶必須為非香港居民，及提供有效身份證明文件

Resident and required to provide a valid identity document(s) and recent address proof issued within three months.

及最近三個月之地址證明。

- (ii) The Client shall notify the Bank when the Client's status has subsequently changed to become a Hong Kong Resident. The Non-Hong Kong Resident Renminbi account in the Client's name shall become a Hong Kong Resident Renminbi account and be subject to the relevant requirements applicable to the Hong Kong Resident Renminbi account, which include, without limitation, the limit on daily Renminbi conversion once the Client becomes a Hong Kong Resident.
- (iii) Before/Upon the opening of the Non-Hong Kong Resident Renminbi Account, the Client is required to sign a "Non-Hong Kong Resident Renminbi Account-Client Declaration" provided by the Bank and/or such other documents which are prescribed by the Bank from time to time, and return the same to the Bank.
- (iv) In the event that the Renminbi remittance service provided by the Bank to the Client relates to cross-border Renminbi funds into or out of China, it shall also comply with the relevant rules and regulations of China.
- (v) If sum remitted into China is formally rejected by paying bank in China for the reason that it is assessed as having been not compliant, such remitted sum shall be placed into the Client's Renminbi account. All related losses and expenses shall be borne by the Client absolutely.
- (vi) Renminbi cheque issued by the Client cannot be used in China. The Bank shall mark this restriction clearly on the cheque book applied for by the Client.
- (vii) The Client shall comply with and observe all other terms and conditions promulgated by the Bank and/or stipulated by PBOC, HKMA and other competent authorities in respect of Renminbi Account held by or Renminbi banking services provided to Non Hong Kong Resident.

- (ii) 當客戶的身份日後轉變為香港居民時，客戶需立即通知本行。客戶現有之非香港居民人民幣戶口將變更為香港居民人民幣戶口，並受適用於香港居民人民幣戶口的相關規定之規管，包括但不限於，受人民幣每天兌換限額的限制。
- (iii) 於開立非香港居民人民幣戶口前/時，客戶必須簽署及提交由本行提供的「非香港居民人民幣戶口聲明書」及/或任何由本行不時指定之其他文件。
- (iv) 本行提供予客戶之人民幣匯款服務，如涉及人民幣資金進出中國內地，還需同時符合中國內地有關的規定及要求。
- (v) 如客戶匯入中國內地之款項被內地之解款銀行判定為不合規並正式退回，該款項必須存入客戶的人民幣戶口，而所涉及的損失及費用將一律由客戶承擔。
- (vi) 客戶所開出之人民幣支票不可於中國內地使用。本行於依據客戶申請所印製之人民幣支票本上將清楚註明此限制。
- (vii) 客戶應遵守及遵從本行及/或由人民銀行、金管局及其他監管機構就由非香港居民持有的人民幣戶口及使用的人民幣銀行服務所訂立的條款及章則。

12. The following provisions shall only apply to Renminbi services for corporates: -

- (i) If the Client conducts a cross – border trade settlement through the Bank, the Client must have a genuine and legal cross border trade transaction with a pilot enterprise in China as referred to under the "The administrative rules on settlement of Cross-Border Trade in Renminbi (跨境貿易人民幣結算試點管理辦法)" and two-way remittance.
- (ii) In the event that the Renminbi remittance service provided by the Bank to the Client relates to cross-border Renminbi funds into or out of China, it shall also comply with the relevant rules and regulations of China.
- (iii) If sum remitted into China is formally rejected by paying bank in China for the reason that it is assessed as having been not compliant, such remitted sum shall be placed into the Client's Renminbi account. All related losses and expenses shall be borne by the Client absolutely.

PART VIII TAX REQUIREMENT NOTICE

1. The Client acknowledges and declares that the Client has received a copy of and carefully read the Tax Requirement Notice. The Client agrees to be bound by the provisions of the Tax Requirement Notice.

PART IX SPECIAL PROVISIONS FOR DATA PROTECTION

1. The Client acknowledges and declares that the Client has received a copy of and carefully read the Notice to Customers

12. 下列條文將僅適用於企業之人民幣服務：—

- (i) 如客戶透過本行辦理跨境結算，客戶必須與「跨境貿易人民幣結算試點管理辦法」上所稱之中國試點企業依據實際的貿易交易進行雙向匯款。
- (ii) 本行提供予客戶之人民幣匯款服務，如涉及人民幣資金進出中國內地，還需同時符合中國內地有關的規定及要求。
- (iii) 如客戶匯入中國內地之款項被內地之解款銀行判定為不合規並正式退回，該款項必須存入客戶的人民幣戶口，而所涉及的損失及費用將一律由客戶承擔。

第八部份 稅務要求通知

1. 客戶確認及承諾，客戶已收到一份稅務要求通知，並詳閱其內容，且客戶同意受其條文約束。

第九部份 有關資料保護的特別條文

1. 客戶確認及承諾，客戶已收到一份關於香港個人資料（私隱）

Relating to Hong Kong's Personal Data (Privacy) Ordinance. The Client agrees to be bound by the provisions of the Notice to Customers Relating to Hong Kong's Personal Data (Privacy) Ordinance.

條例致客戶的通告，並詳閱其內容，且客戶同意受其條文約束。

2. The Client acknowledges and declares that the Client has received a copy of and carefully read the (i) Mega International Commercial Bank's Statement of Advice Regarding the Compliance of the Disclosure Obligation as Prescribed in the Personal Information Protection Act of the Republic of China – Statement of Advice Regarding the Compliance of Paragraph 1 of Article 8 of the Personal Information Protection Act of the Republic of China and (ii) Mega International Commercial Bank's Statement of Advice Regarding the Compliance of the Disclosure Obligation as Prescribed in the Personal Information Protection Act of the Republic of China – Statement of Advice Regarding the Compliance of Paragraph 1 of Article 9 of the Personal Information Protection Act of the Republic of China.

2. 客戶確認及承諾，客戶已收到一份 (i) 關於兆豐國際商業銀行履行台灣個資法告知義務內容之通知－履行中華民國個人資料保護法第八條第一項告知義務內容及 (ii) 關於兆豐國際商業銀行履行台灣個資法告知義務內容之通知－履行中華民國個人資料保護法第九條第一項告知義務內容，並詳閱其內容。

PART X SPECIAL PROVISIONS FOR DEPOSIT PROTECTION SCHEME

第十部份 有關存款保障計劃的特別條文

1. The Hong Kong Deposit Protection Scheme was introduced in 2006 under the Deposit Protection Scheme Ordinance of Hong Kong for protecting deposits in Hong Kong. Should the Bank fail, the Hong Kong Deposit Protection Board will compensate the affected Clients for their eligible deposits taken by the Bank up to a limit of HKD500,000 per Client, i.e. the depositor. The following provisions shall apply to all accounts, and the Client agrees to be bound by Deposit Protection Scheme and its relevant provisions: -

1. 香港存款保障計劃於 2006 年根據香港《存款保障計劃條例》設立，對香港的存款提供保障。如本行倒閉，香港存款保障委員會將向受影響的客戶發放補償，每名於本行存有合資格存款的客戶（即「存款人」）最高可獲 50 萬港元的補償。下列條文將適用於所有帳戶，且客戶同意受存款保障計劃及其相關條文約束：—

- (i) Both Individual, Joint and Non-Individual Accounts are protected by this Scheme.
- (ii) The Client's eligible deposits are protected regardless of the currency in which the deposits are denominated. Eligible deposits include all types of ordinary deposits such as current accounts, savings accounts, secured deposits and time deposits with a maturity not exceeding five years. However, time deposits with a maturity longer than five years, structured deposits (such as foreign exchange linked and equity linked deposits), bearer instruments (such as bearer certificates of deposit) and offshore deposits are not protected by this Scheme.
- (iii) Financial products other than deposits are not protected by the Scheme. For example, common investment products such as bonds, stocks, warrants, mutual funds, unit trusts and insurance policies are not protected by the Scheme.
- (iv) The deposits held by certain types of Clients are not protected by the Scheme. These Clients include but not limited to financial institutions such as multilateral development banks as defined in section 2(1) of the Banking Ordinance, authorized institutions, i.e. licensed banks, restricted licence banks and deposit-taking companies, foreign banks which are not an authorized institution in Hong Kong, and any persons connected to the Bank such as its related companies, senior management, controllers and directors.
- (v) Individual Account holders are protected by this Scheme, each Individual Account Client will only be compensated up to a maximum of HK\$500,000.
- (vi) Holders of a Joint Account are normally deemed to have an equal share in the deposit. Each of them is entitled to compensation up to a maximum of HK\$500,000.
- (vii) Deposits held by a sole proprietorship are protected by this Scheme. Since a sole proprietorship and the sole proprietor are regarded as a single person under law, the sole proprietorship and the sole proprietor together are entitled to compensation up to a maximum of HK\$500,000.

- (i) 個人、聯名及非個人帳戶均受本計劃保障。
- (ii) 客戶以任何貨幣為單位的合資格存款均受保障。合資格存款包括所有常見的存款，如支票帳戶、儲蓄帳戶、用作抵押的存款及年期不超過五年的定期存款。然而，年期超過五年的定期存款、結構性存款（如股票掛鈎及外幣掛鈎存款）、不記名票據（如不記名存款證）及海外存款均不受本計劃保障。
- (iii) 存款以外的金融產品不受存保計劃保障。例如，常見的投資產品如債券、股票、認股證（「窩輪」）、互惠基金、單位信託基金及保險單均不受本計劃保障。
- (iv) 由若干類別客戶持有的存款不受存保計劃保障。該等客戶包括但不限於金融機構例如《銀行業條例》第 2(1)條中所界定的多邊發展銀行、認可機構，即持牌銀行、有限牌照銀行及接受存款公司、外地銀行而該銀行不是本地認可機構，及與本行有關連的任何人士例如其關連公司、高級管理層、持權人及董事。
- (v) 個人帳戶持有人受存保計劃保障，但個人帳戶持有人只可獲得最多 50 萬港元的補償。
- (vi) 聯名帳戶持有人一般會被當作在有關存款中佔有相等分額。每人可獲最多 50 萬港元的補償。
- (vii) 獨資經營商持有的存款受本計劃保障。由於獨資經營商和獨資經營者在法例下被視作為同一法人，所以獨資經營商和獨資經營者兩者合計只可獲得最多 50 萬港元的補償。

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- (viii) Deposits held by a partnership are protected by this Scheme. The partnership will be regarded as a person separate from its partners and is entitled to compensation up to a maximum of HK\$500,000 on its own pursuant to Deposit Protection Scheme Ordinance.
- (viii) 合夥經營商持有的存款受本計劃保障。合夥經營商和個別合夥人在《存款保障條例》下被視為獨立個體，因此合夥經營商和每位合夥人可分別獲得最多 50 萬港元的補償。
- (ix) Each separate legal entity including association, society, club, or other unincorporated entities will be protected up to a maximum of HK\$500,000.
- (ix) 每一位獨立法人包括協會、社團、會社或其他非法團組織均可獲最多 50 萬港元的保障。
- (x) Deposits held in trust and client accounts are protected by this Scheme. The Deposit Protection Scheme Ordinance has laid down clear rules on how such deposits are protected.
- (x) 透過信託帳戶或客戶帳戶持有的存款受本計劃保障。《存款保障條例》已就這類帳戶所受到的保障作出明確規定。
- (xi) The Bank will give the Client a notice that the deposit product is not protected by the Deposit Protection Scheme and require the Client to acknowledge that the Client have received and understand the notice. If the Client fail to give the acknowledgement, the Bank will refuse to complete the transaction with the Client. The Client may ask the Bank whether the financial product offered by the Bank is protected by this Scheme.
- (xi) 本行會給客戶一項通知，指出該存款產品不受存款保障計劃保障，並要求客戶確認其已收到該通知並明白該通知的內容。如果客戶不作出有關確認，銀行會拒絕與客戶完成交易。客戶可向本行查詢由本行所提供的金融產品是否受本計劃保障。
- (xii) The Bank will notify the Client and obtain the Client's acknowledgement before each transaction of a non-protected financial product that has been described as a deposit but is not protected by this Scheme. Nevertheless, if the transaction is made by an Institutional Client or is related to money placed into accounts for payment purposes, the Bank can instead notify the relevant Client when the account is opened and at least once a year afterwards.
- (xii) 若一金融產品被形容為存款但不受存款保障計劃所保障，本行會在每宗交易之前通知客戶該產品是不受保障和獲取客戶的確認。但對於與機構客戶的交易和存放於戶口以作付款的款項，本行可選擇在開戶時及其後每年至少一次向有關客戶發出通知。
- (xiii) If the Client already maintained a deposit that is protected by this Scheme immediately before 1 January 2011, the Bank will notify the Client that the deposit is protected within a period of 90 days from 1 January 2011 through deposit or account statement. If the Client maintain a protected deposit on or after 1 January 2011, the Bank will notify the Client that the deposit is protected before the account is opened or a deposit is made, or within a period of 30 days from the date on which the account is opened or the deposit is placed.
- (xiii) 若客戶在 2011 年 1 月 1 日之前已持有受保障的存款產品，本行須就該存款自 2011 年 1 月 1 日起計的 90 日內在發出的存款或帳戶結單中向客戶作出通知。若客戶是在 2011 年 1 月 1 日或之後持有該受保障存款產品，本行須在客戶開戶或存款之前，又或在開戶或存款當日起計的 30 日內通知客戶該存款是符合存款保障計劃保障資格的存款。
- (xiv) The Client's entitlement to compensation will be calculated on a net basis, i.e. the liability of the Client will be deducted from the amount of his protected deposits in determining compensation. The Deposit Protection Board will deduct the full amount of the Client's liability to the Bank from the Client's protected deposits in determining the Client's entitlement to compensation. For example, the Board will deduct the whole amount of the Client's mortgage loan with a Scheme member instead of just those instalments that are due for payment. Interest accrued on a protected deposit is covered by this Scheme. When compensation under this Scheme is triggered in respect of the Bank, the Board will inform the Clients by notice published in major newspapers in Hong Kong or by a means which the Board considers appropriate in the circumstances. All compensation under this Scheme will be paid in Hong Kong dollars. The Board will convert foreign currency deposits into Hong Kong dollars in determining the entitlement to compensation of the Client.
- (xiv) 客戶可獲補償的金額會以淨額計算。存款保障委員會在釐定補償時，會將受保障存款金額減去客戶欠本行的債務金額。存款保障委員會在釐定客戶可獲補償的金額時，會將客戶受保障存款減去客戶欠本行的所有債務。例如該會會減去客戶欠本行的全數按揭貸款而不只是現在到期供款的部份。當本計劃被觸發而須就本行發放補償時，該會會透過香港主要報章或該會認為適當的途徑發出告示通知客戶。本計劃的所有補償金額均以港幣發放。存款保障委員會在釐定客戶可獲補償的金額時，會將受保障外幣存款兌換成港幣。